Call to Order

Pledge of Allegiance

Roll Call

Adopt Agenda

Proclamations/Presentations

1. Proclaim October Domestic Violence Awareness Month

2. Girl Scouts River Valley Spirit Week Proclamation

Approval of Minutes of Previous Meeting

3. Approve Minutes of September 3, 2019

Consent Agenda

4. Approve Therapeutic Massage Enterprise License for Cloud 9 Massage LLC, 11284 Robinson Dr

5. Accept Right of Entry Agreement with Coon Rapids AH I, LLLP

6. Accept Right of Entry Agreements with Red Mill Properties, LLC and Namakan Properties, LLC

7. Adopt Resolution 19-92 Accepting Grant from Anoka County for New Recycling Lids for the Civic Center

Public Hearing
8. Vacation of Public Roadway Easements for Port Riverwalk

**Bid Openings and Contract Awards**

**Old Business**

**New Business**

9. Consider Development Agreement with Centra North LLC

**Open Mic/Public Comment**

**Reports on Previous Open Mic**

**Other Business**

**Adjourn**
City Council Regular

Meeting Date: 09/17/2019

Subject: Proclaim October Domestic Violence Awareness Month

From: Melissa Moore, Administrative Assistant I

INTRODUCTION
Council is asked to proclaim the month of October as Domestic Violence Awareness month in the City of Coon Rapids.

DISCUSSION
Alexandra House has asked the City Council to proclaim October as Domestic Violence Awareness month. All proclamations from cities within Anoka County will be displayed at Alexandra House's HopeFest event, on September 28, 2019 at the Lino Lakes YMCA.

RECOMMENDATION
Consider Proclaiming October 2019 as Domestic Violence Awareness Month in the City of Coon Rapids.

Attachments
Domestic Violence Awareness Month Proclamation
PROCLAMATION

DOMESTIC VIOLENCE AWARENESS MONTH
OCTOBER 2019

Whereas, the community problem of domestic violence has become a critical public health and welfare concern in Anoka County; and

Whereas, domestic violence is a crime, the commission of which will not be tolerated in Anoka County, and perpetrators of said crime are subject to prosecution and conviction in accordance with the law; and

Whereas, over thousands of women, men, and children have and will continue to access assistance from Alexandra House, Inc., a domestic violence service provider; and

Whereas, domestic violence will be eliminated through community partnerships of concerned individuals and organizations working together to prevent abuse while at the same time effecting social and legal change; and

Whereas, October is National Domestic Violence Awareness Month; and

Whereas, during National Domestic Violence Awareness Month Anoka County organizations will inform area residents about domestic violence, its prevalence, consequences and what we, as a concerned community, can do to eliminate its existence.

Now, therefore, I, Jerry Koch, Mayor of the City of Coon Rapids, on behalf of the City Council and citizens of our City, officially proclaim October to be Domestic Violence Awareness Month in the City of Coon Rapids.

Proclaimed this 17th day of September, 2019.

____________________________________
Jerry Koch, Mayor

____________________________________
Joan Lenzmeier, City Clerk
City Council Regular

Meeting Date: 09/17/2019
Subject: Girl Scouts River Valley Spirit Week Proclamation
Submitted For: Joan Lenzmeier, City Clerk
From: Melissa Moore, Administrative Assistant I

INTRODUCTION
Council is asked to proclaim September 16-22, 2019 as Girl Scouts River Valley Spirit Week in the City of Coon Rapids.

DISCUSSION
Since 1912, Girl Scouting has fueled the leadership pipeline in our communities by preparing and inspiring millions of girls and women to be active leaders with the highest ideals of character, conduct, and patriotism. Girl Scouts River Valley serves 28,000 girls in Minnesota, Wisconsin and Iowa. Council is asked to Proclaim Spirit Week in Coon Rapids.

RECOMMENDATION
Council is asked to proclaim September 16-22, 2019 as Girl Scouts River Valley Spirit Week in the City of Coon Rapids.

Attachments
Girl Scouts River Valley Spirit Week Proclamation
WHEREAS, since 1912, Girl Scouting has fueled the leadership pipeline in our communities by preparing and inspiring millions of girls and women to be active leaders with the highest ideals of character, conduct, and patriotism; and,

WHEREAS, throughout its long and distinguished history, Girl Scouts has been the preeminent leadership development organization for girls, where they can unleash their potential to be the leaders our world needs both now and in the future; and,

WHEREAS, Girl Scouts’ expertise and timeless programming offers every girl a chance to practice a lifetime of leadership in a girl-led, girl-focused, and all-girl environment; and,

WHEREAS, through Girl Scouting, girls gain courage, confidence and character to make their local communities and the world a better place; and

WHEREAS, girls get exposure to new experiences in Science, Technology, Engineering, and Math (STEM), the outdoors, and entrepreneurship through Girl Scout’s unique programs; and,

WHEREAS, 28,000 local Girl Scouts members and 9,000 volunteers will be celebrating 107 years of this American tradition and its contributions to the community;

THEREFORE, I Jerry Koch, Mayor of Coon Rapids, on behalf of the Coon Rapids City Council, do hereby proclaim September 16-22, 2019, as “Girl Scouts River Valley Spirit Week” throughout this City.

Proclaimed this 17th day of September, 2019.

_________________________________
Jerry Koch, Mayor

_________________________________
Joan Lenzmeier, City Clerk
City Council Regular

Meeting Date: 09/17/2019

Subject: Approve Minutes of September 3, 2019

From: Joan Lenzmeier, City Clerk

INTRODUCTION

DISCUSSION

RECOMMENDATION

Attachments

September 3, 2019
CALL TO ORDER

The first regular meeting of the Coon Rapids City Council for the month of September was called to order by Mayor Jerry Koch at 7:00 p.m. on Tuesday, September 3, 2019, in the Council Chambers.

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Koch led the Council in the Pledge of Allegiance along with a Boy Scout from Troop #524.

ROLL CALL

Members Present: Mayor Jerry Koch, Councilmembers Brad Greskowiak, Bill Kiecker, Wade Demmer, Jennifer Geisler, Brad Johnson, and Steve Wells

Members Absent: None

ADOPT AGENDA

MOTION BY COUNCILMEMBER DEMMER, SECONDED BY COUNCILMEMBER GEISLER, TO ADOPT THE AGENDA AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

PROCLAMATIONS/PRESENTATIONS

1. SPEAKER HORTMANN, REPRESENTATIVE KOEGEL, REPRESENTATIVE STEPHENSON AND SENATOR HOFFMAN

Speaker Hortmann provided the Council with an update on the past legislative session. She discussed the healthcare and education initiatives that were approved. She explained Coon Rapids would be receiving an LGA increase in 2020. She reported the Anoka Hennepin School District would be receiving an additional $5.6 million in 2020 and an additional $11.6 million in 2021. She commented a sustainable increase in transportation resources was not approved by legislators.
Senator Hoffman thanked the Council for their time. He stated this was the first year in the history of Minnesota the number of people over the age of 65 outnumbered the number of children in the K-12 education system. He reported there was a growing need for good Medicaid services. He commented further on the equalization factor with respect to property taxes.

Representative Zach Stephenson stated he was pleased by the compromise that was reached in Minnesota during the most recent legislative session. He believed this set a positive example for the rest of the country. He then provided a preview of what was to come in the upcoming legislative session. He indicated 2020 would be a bonding year. He explained he would be pursuing a third lane on Highway 10 from Hanson Boulevard to Round Lake Boulevard. He stated he also hoped to complete the TH610 project. He reported he would also be pursuing a pedestrian bridge at the intersection of Avocet and Coon Rapids Boulevard. He indicated he also wanted to see additional funding going to Anoka Ramsey Community College to assist with expanding their nursing program.

Representative Koegel introduced herself to the Council. She explained she has been working on the East River Road interchange, along with the safety measures along the University Avenue. She commented on the upcoming bonding tour that would be conducted in the area. She encouraged the Council to contact her with any comments or questions they may have.

Mayor Koch read a proclamation in full for the record recognizing Representative Koegel for receiving a Legislator of Distinction Award from the League of Minnesota Cities for 2019. A round of applause was offered by all in attendance.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

2. AUGUST 20, 2019, COUNCIL MEETING

MOTION BY COUNCILMEMBER KIECKER, SECONDED BY COUNCILMEMBER DEMMER, FOR APPROVAL OF THE MINUTES OF THE AUGUST 20, 2019, COUNCIL MEETING. THE MOTION PASSED UNANIMOUSLY.

CONSENT AGENDA/INFORMATIONAL BUSINESS

3. APPROVE FINAL PAYMENT TO DAVE PERKINS CONTRACTING, INC. FOR PROJECT 18-7, EGRET BOULEVARD WATERMAIN REPLACEMENT

4. APPROVE FINAL PAYMENT TO DRYDEN EXCAVATING, INC. FOR PROJECT 18-18, PLEASURE CREEK CULVERT EXTENSION

MOTION BY COUNCILMEMBER KIECKER, SECONDED BY COUNCILMEMBER
DEMMER, FOR APPROVAL OF THE CONSENT AGENDA AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

PUBLIC HEARING

None.

BID OPENINGS AND CONTRACT AWARDS

None.

OLD BUSINESS

None.

NEW BUSINESS

5. CONSIDER RESOLUTION ORDERING PREPARATION OF FEASIBILITY REPORT AND PLANS FOR PROJECT 20-1, STREET RECONSTRUCTION

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION NO. 20-1(3) ORDERING PREPARATION OF FEASIBILITY REPORT; AND RESOLUTION NO. 20-1(6) ORDERING PREPARATION OF PLANS.

Councilmember Demmer stated he had a constituent complain about the watermain breaks and he sent his thanks to the City for having this project set for reconstruction in 2020.

THE MOTION PASSED UNANIMOUSLY.

6. CONSIDER RESOLUTION ORDERING PREPARATION OF FEASIBILITY REPORT AND PLANS FOR PROJECT 20-2, MSA STREET RECONSTRUCTION

The Staff report was shared with Council.
MOTION BY COUNCILMEMBER KIECKER, SECONDED BY COUNCILMEMBER GEISLER, TO ADOPT RESOLUTION NO. 20-2(3) ORDERING PREPARATION OF FEASIBILITY REPORT; AND RESOLUTION NO. 20-2(6) ORDERING PREPARATION OF PLANS. THE MOTION PASSED UNANIMOUSLY.

7. CONSIDER RESOLUTION 19-85 TO ACCEPT 2019 GRANT FOR A FULL-TIME DWI OFFICER

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER DEMMER, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION NO. 19-85 AUTHORIZING 2019 AGREEMENT WITH THE MN OFFICE OF TRAFFIC SAFETY ACCEPTING A GRANT TO FUND A FULL-TIME OFFICER THROUGH SEPTEMBER 30, 2020. THE MOTION PASSED UNANIMOUSLY.

8. CONSIDER RESOLUTION 19-86 ADOPTING PRELIMINARY 2020 TAX LEVY

The Staff report was shared with Council.

City Manager Stemwedel reported the proposed budget was available on the City’s website. He commented staff had an article regarding the 2020 budget in the upcoming newsletter as well.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER KIECKER, TO ADOPT RESOLUTION NO. 19-86 ESTABLISHING THE PRELIMINARY TAX LEVY FOR THE CITY OF COON RAPIDS. THE MOTION PASSED UNANIMOUSLY.

OPEN MIC/PUBLIC COMMENT

Mayor Koch reviewed the rules of order for the Open Mic/Public Comment portion of the meeting.

REPORTS ON PREVIOUS OPEN MIC

9. OPEN MIC REPORT – MR. BRIAN VAIL– ADDRESS

Mayor Koch discussed Mr. Vail’s comments made during Open Mic at the August 20, 2019 Council meeting.
Councilmember Greskowiak recommended the fishing pier remain ADA compliant.

Mayor Koch agreed.

Councilmember Johnson stated he supported the second pier being reinstalled as originally planned. However, he believed Mr. Vail made some excellent points and encouraged the Council to maintain the ADA components of the pier while considering a new orientation to create more distance.

Mayor Koch questioned if there was another configuration that could be considered to create more space. Public Works Director Himmer stated an L shape would be difficult to maintain as the ice would cause damage on a yearly basis. He commented a condensed “T” could be created to increase the space between the pier and Mr. Vail’s property. He explained the City would have to maintain ADA accessibility requirements in order to receive DNR funding for the pier.

Mayor Koch commented he would also like to see a sign posted that states “fishing only” to deter people from swimming off the pier. Public Works Director Himmer reported the pier was posted for no swimming.

Councilmember Johnson asked if the pylons for the pier would be permanent. Public Works Director Himmer reported the pier would be floating sections that would be attached to a concrete pad on shore.

Councilmember Johnson stated he supported the pier being installed as planned given the fact the pier would be able to withstand the coming winter.

Councilmember Greskowiak questioned if the top part of the “T” on the pier could be shrunk down to 10 feet from 20 feet. Public Works Director Himmer reported the City could shorten the length of the T’s by removing some sections on the end.

Councilmember Geisler indicated the City has a plan in place and she recommended the pier be installed as designed and as planned. She explained the City could then evaluate the pier in the spring if there are issues.

Councilmember Demmer inquired if there was any way to cut down on vandals or hooligans other than by altering the dock alignment. Public Works Director Himmer stated the best deterrent was to have more activity at the park.

Mayor Koch questioned how the Council wanted to proceed. He stated he could support condensing the pier size in order to address the concerns that have been raised.

Councilmember Demmer commented he could also support condensing the pier width at the top of the “T” in order to create more space between the pier and Mr. Vail’s property line.
OTHER BUSINESS

Public Works Director Himmer updated the Council on the Foley Boulevard road closure. He understood this was not optimal timing given the fact students were heading back to school.

Councilmember Demmer reported there were a lot of trees down from the recent storm. He thanked all that were up early to make traveling easier for the rest of the community.

Councilmember Demmer encouraged all residents to drive carefully given the fact school was back in session and there were busses on the roadways again and children were walking to school.

Mayor Koch asked if staff knew when Hanson Boulevard would reopen. Public Works Director Himmer commented he had the understanding Hanson Boulevard would reopen the end of October.

Councilmember Greskowiak questioned if the City could facilitate a conversation with the County in order to get a flashing yellow arrow at the intersection of Main Street and Shenandoah Boulevard. He believed the flashing yellow arrows were effective and would be a good addition at this intersection.

Councilmember Geisler agreed this would be a nice addition, but believed the City would be responsible for the cost.

Bunker Hills Golf Director Anderson updated the Council on the condition of the course and encouraged Coon Rapids residents to visit the golf course in September.

Councilmember Geisler reported on Saturday, September 14th Mary Poppins Returns would be shown for a Movie in the Park at Sand Creek Park.

Fire Chief Piper stated Wednesday, September 11th would be the 18th Anniversary of the 9-11 event where 2,977 innocent Americans were killed. He explained Coon Rapids Police and Fire would be on the Main Street bridge on this day showing that we shall never forget.

ADJOURN

MOTION BY COUNCILMEMBER KIECKER, SECONDED BY COUNCILMEMBER DEMMER, TO ADJOURN THE MEETING AT 8:03 P.M. THE MOTION PASSED UNANIMOUSLY.
Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk
INTRODUCTION
Thomas Martin Perry of Cloud 9 Massage LLC has submitted an application for a Therapeutic Massage Enterprise license for use at 11284 Robinson Drive.

DISCUSSION
Mr. Perry has leased the space in the building at 11284 Robinson Drive for the purpose of opening a Massage Enterprise business. Mr. Perry has paid the background investigation and license fee for a Therapeutic Massage Enterprise License and has also provided proof of the required Liability Insurance. Approval is contingent upon the Police Department background investigation findings, a successful Building Code Enforcement inspection, and City licensure of a massage therapist for that location.

RECOMMENDATION
Council is requested to approve the issuance of a Therapeutic Massage Enterprise license to Mr. Perry for Cloud 9 Massage LLC located at 11284 Robinson Dr NW, pending a successful background investigation finding, a successful Building Code Enforcement inspection, and City licensure of a massage therapist for that location.
City Council Regular
Meeting Date: 09/17/2019
Subject: Accept Right of Entry Agreement with Coon Rapids AH I, LLLP
Submitted For: Mark Hansen, City Engineer
From: Sarah Greene, Administrative Assistant II

INTRODUCTION
Staff requests Council accept the attached right of entry agreement with Coon Rapids AH I, LLLP for a proposed 168 unit apartment building.

DISCUSSION
At the June 18, 2019 City Council meeting, Real Estate Equities received site plan approval for the construction of a 168 unit apartment building to be located northeast of Springbrook Drive and 94th Avenue (PID 25-31-24-44-0091). The right of entry agreement allows the City to periodically enter the property to exercise hydrants and valves, and flush the watermain system. The utility and drainage system within the site are considered private, and the property owner will continue to own and maintain these items; this right of entry agreement simply provides the City the ability to ensure appropriate public safety.

RECOMMENDATION
Staff recommends Council accept the attached right of entry agreement with Coon Rapids AH I, LLLP for a proposed 168 unit apartment building to be located northeast of Springbrook Drive and 94th Avenue (PID 25-31-24-44-0091).

Attachments
Utility Plan Sheet C4-1
Agreement
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT, made on this _____ day of _______________, 2019 by and between the CITY OF COON RAPIDS, a municipal corporation under the laws of Minnesota ("City"), and COON RAPIDS AH I, LLLP, a Minnesota limited liability limited partnership ("Owner").

I.  RECITALS

1.01. Owner is the fee owner of the real property legally described as follows ("Property"):

Parcel A:

That part of the Southeast Quarter of the Southeast Quarter of Section 25, Township 31, Range 24, lying Westerly of the Westerly right-of-way line of U.S. Highway No. 10 and lying Northerly of the following described line:

Commencing at the Southwest corner of the North 1,155 feet of said described Quarter, thence North 1 degree 31 minutes 58 seconds East, assumed bearing, along the West line thereof 208.16 feet to the point of beginning of said described line; thence North 58 degrees 04 minutes 50 seconds East 370.34 feet to said described Westerly right-of-way line and there terminating.

EXCEPT that part embraced within Parcel 37 on Minnesota Department of Transportation Right of Way Plat No. 02-3 filed February 20, 1985, as Document No. 665921, which was taken by the State of Minnesota, as evidenced by Final Certificate dated May 19, 1989, filed June 12, 1989, as Document No. 853120.

Anoka County, Minnesota

Abstract Property

Parcel B:

Lot 12, Block 3, Twin City Terrace, Anoka County, Minnesota.

Abstract Property

1.02. Owner intends to construct a water distribution system on the Property associated with the development of an apartment building.

1.03. City and Owner desire to permit City and its agents, employers, contractors and invitees to enter onto the Property for the purposes of maintaining the watermain system for public safety purposes; including hydrant flushing twice per year, and
exercising of the gate valves. This access right is limited to the watermain improvements only, as shown on the civil engineering plans from Loucks Inc., as dated August 1, 2019 consisting of Sanitary Sewer and Watermain plan sheet C4-1.

1.04. In general terms the watermain system on the Property is considered a private system, which will be owned and the sole responsibility of the Owner to maintain in all other regard.

II. AGREEMENT

NOW, THEREFORE, in consideration of the premises and their mutual promises, the parties hereto hereby agree as follows:

2.01. Entry. Effective upon the date hereof, Owner hereby grants the City and its agents, employees and contractors the right to enter upon the Property for the purpose of maintaining the watermain system for public safety purposes.

2.02. Indemnification of the Owner. In consideration for such entry, City agrees to and shall indemnify, defend and hold harmless Owner, its members, managers, officers, employees, tenants and agents, and the officers, employees and agents of any such tenants, from and against any action, claim, damage, liability, loss, cost or expense (including, without limitation, attorneys fees and costs), caused by or resulting from negligent acts or omissions of the City’s entry onto the Property.

2.03. Governing Law. This agreement shall be interpreted in accordance with and governed by the laws of the state of Minnesota.

2.04. Notices and Demands. All notices, demands or other communications under this agreement shall be effective only if made in writing and shall be sufficiently given and deemed given when delivered personally or mailed by certified mail (return receipt requested), postage prepaid, properly addressed as follows: (a) City of Coon Rapids, 11155 Robinson Drive NW, Coon Rapids, Minnesota 55433, Attention Matt Stemwedel, City Manager; and (b) Coon Rapids AH I, LLLP, 579 Selby Avenue, Saint Paul, Minnesota 55102, Attention Patrick Ostrom, Vice President I; or to such other persons as the parties may, from time to time, designate in writing and forward to the other as proved in this section.

2.05. Amendment. This Agreement may be amended by the parities hereto only by written instrument executed with the same procedures and formality followed in the execution of this Agreement.

2.06 Binding Effect. The terms and provisions hereof shall be binding upon, and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners and shall be deemed covenants running with the land.
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their names and behalves and on or as of the date first above written.

CITY OF COON RAPIDS

By: __________________________
    Jerry Koch, Mayor

By: __________________________
    Matt Stemwedel, City Manager

COON RAPIDS AH I, LLLP, a Minnesota limited liability limited partnership

By: Coon Rapids SPE AH I, LLC, a Delaware limited liability company
    Its: General Partner

By: Coon Rapids AH I, LLC, a Minnesota limited liability company
    Its: Sole Member

By: REE Coon Rapids AH I, LLC, a Minnesota limited liability company
    Its: Manager

By: __________________________
    Patrick Ostrom
    Its: Vice-President
STATE OF MINNESOTA    

       )ss.
COUNTY OF ANOKA     

On this ______ day of ______, 2019, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, to me personally known, who each by me duly sworn, each did say that they are respectively the Mayor and the City Manager of Coon Rapids, the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Manager acknowledged said instrument to be the free act and deed of said municipal corporation.

_________________________________________
Notary Public

STATE OF MINNESOTA    

       )ss.
COUNTY OF RAMSEY     

The foregoing instrument was acknowledged before me this 27th day of August, 2019, by Patrick Ostrom, the Vice President of REE Coon Rapids AH I, LLC, a Minnesota limited liability company, as the Manager of Coon Rapids AH I, LLC, a Minnesota limited liability company, which is the Sole Member of Coon Rapids SPE AH I, LLC, a Delaware limited liability company, as the General Partner of Coon Rapids AH I, LLLP, a Minnesota limited liability limited partnership, on behalf of said partnership.

WITNESS my hand and official seal.

_________________________________________
Notary Public
My commission expires 1-31-22

This Document Drafted By:

David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota  55433
(763) 767-6495
City Council Regular

Meeting Date: 09/17/2019

Subject: Accept Right of Entry Agreements with Red Mill Properties, LLC and Namakan Properties, LLC

Submitted For: Mark Hansen, City Engineer

From: Sarah Greene, Administrative Assistant II

INTRODUCTION
Staff requests Council accept the attached right of entry agreements with Red Mill Properties, LLC and Namakan Properties, LLC related to a new multi-tenant retail building proposed at 3200 Main Street.

DISCUSSION
On June 20, 2019, Red Mill Properties, LLC received site plan approval from the Planning Commission for the construction of a 6,100 square foot multi-tenant commercial building proposed to be located on the northeast corner of the Wells Fargo office site. These right of entry agreements for the existing Wells Fargo building (Namakan Properties, LLC) and the proposed multi-tenant building (Red Mill Properties, LLC) will allow the City to periodically enter the properties to exercise hydrants and valves and flush the watermain system. The utility and drainage systems within the sites are considered private, and the property owners will continue to own and maintain these items; these agreements simply provide the City the ability to ensure appropriate public safety.

RECOMMENDATION
Staff recommends Council accept the attached right of entry agreements with Namakan Properties, LLC and Red Mill Properties, LLC for the existing Wells Fargo building and proposed multi-tenant building to be located at 3200 Main Street.

Attachments
Red Mill Properties LLC Agreement
Namakan Properties LLC Agreement
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT, made on this _____ day of _____, 2019 by and between the CITY OF COON RAPIDS, a municipal corporation under the laws of Minnesota ("City"), and Red Mill Properties, LLC, a Minnesota limited liability company ("Owner").

I. RECITALS

1.01. Owner is the fee owner of the real property legally described as follows ("Property"):  
Lot 2, Block 1, Riverdale 6th Addition, Anoka County

1.02. Owner intends to construct a water distribution system on the Property associated with the development of a multi-tenant retail building.

1.03. City and Owner desire to permit City and its agents, employers, contractors and invitees to enter onto the Property for the purposes of maintaining the watermain system for public safety purposes; including hydrant flushing twice per year, and exercising of the gate valves. This access right is limited to the watermain improvements only, as shown on the civil engineering plans from Westwood Professional Services, as dated July 26, 2019 consisting of CG001 Cover Sheet through L200 Landscape Details including Utility Plan sheet C500.

1.04. In general terms the watermain system on the Property is considered a private system, which will be owned and the sole responsibility of the Owner to maintain in all other regard.

II. AGREEMENT

NOW, THEREFORE, in consideration of the premises and their mutual promises, the parties hereto hereby agree as follows:

2.01. Entry. Effective upon the date hereof, Owner hereby grants the City and its agents, employees and contractors the right to enter upon the Property for the purpose of maintaining the watermain system for public safety purposes.

2.02. Indemnification of the Owner. In consideration for such entry, City agrees to and shall indemnify, defend and hold harmless Owner; its members, managers, officers, employees, tenants and agents, and the officers, employees and agents of any such tenants, from and against any action, claim, damage, liability, loss, cost or expense (including, without limitation, attorneys fees and costs), caused by or resulting from negligent acts or omissions of the City's entry onto the Property.

2.03. Governing Law. This agreement shall be interpreted in accordance with and governed by the laws of the state of Minnesota.
2.04. Notices and Demands. All notices, demands or other communications under this agreement shall be effective only if made in writing and shall be sufficiently given and deemed given when delivered personally or mailed by certified mail (return receipt requested), postage prepaid, properly addressed as follows: (a) City of Coon Rapids, 11155 Robinson Drive NW, Coon Rapids, Minnesota 55433, Attention Matt Stemwedel, City Manager; and (b) Red Mill Properties, LLC, Attn: William Bailey, Manager, 1815 West River Road No. , Minneapolis, MN 55411; or to such other persons as the parties may, from time to time, designate in writing and forward to the other as proved in this section.

2.05. Amendment. This Agreement may be amended by the parties hereto only by written instrument executed with the same procedures and formality followed in the execution of this Agreement.

2.06 Binding Effect. The terms and provisions hereof shall be binding upon, and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners and shall be deemed covenants running with the land.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their names and behalves and on or as of the date first above written.

CITY OF COON RAPIDS

By: 

Jerry Koch, Mayor

By: 

Matt Stemwedel, City Manager

Red Mill Properties, LLC
a Minnesota limited liability company

By

William Bailey
 Its: Manager
STATE OF MINNESOTA  
)  
)ss.
COUNTY OF ANOKA  
)  

On this ______ day of _____, 2019, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, to me personally known, who each by me duly sworn, each did say that they are respectively the Mayor and the City Manager of Coon Rapids, the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Manager acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

STATE OF MINNESOTA  
)  
)ss.
COUNTY OF Hennepin  
)  

The foregoing instrument was acknowledged before me this 10th day of SEPTEMBER 2019, by William Bailey, the Manager of Red Mill Properties, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

This Document Drafted By:

David J. Brodie  
Coon Rapids City Attorney  
11155 Robinson Drive  
Coon Rapids, Minnesota  55433  
(763) 767-6495
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT, made on this ___ day of __________, 2019 by and between the CITY OF COON RAPIDS, a municipal corporation under the laws of Minnesota ("City"), and Namakan Properties, LLC, a Minnesota limited liability company ("Owner").

I. RECITALS

1.01. Owner is the fee owner of the real property legally described as follows ("Property"):
Lot 1, Block 1, Riverdale 6th Addition, Anoka County

1.02. Owner intends to construct a water distribution system on the Property associated with the development of an adjacent multi-tenant building.

1.03. City and Owner desire to permit City and its agents, employees, contractors and invitees to enter onto the Property for the purposes of maintaining the watermain system for public safety purposes; including hydrant flushing twice per year, and exercising of the gate valves. This access right is limited to the watermain improvements only, as shown on the civil engineering plans from Westwood Professional Services, as dated July 26, 2019 consisting of CG001 Cover Sheet through L200 Landscape Details including Utility Plan sheet C500.

1.04. In general terms the watermain system on the Property is considered a private system, which will be owned and the sole responsibility of the Owner to maintain in all other regard.

II. AGREEMENT

NOW, THEREFORE, in consideration of the premises and their mutual promises, the parties hereto hereby agree as follows:

2.01. Entry. Effective upon the date hereof, Owner hereby grants the City and its agents, employees and contractors the right to enter upon the Property for the purpose of maintaining the watermain system for public safety purposes.

2.02. Indemnification of the Owner. In consideration for such entry, City agrees to and shall indemnify, defend and hold harmless Owner, its members, managers, officers, employees, tenants and agents, and the officers, employees and agents of any such tenants, from and against any action, claim, damage, liability, loss, cost or expense (including, without limitation, attorneys fees and costs), caused by or resulting from negligent acts or omissions of the City’s entry onto the Property.

2.03. Governing Law. This agreement shall be interpreted in accordance with and governed by the laws of the state of Minnesota.
2.04. **Notices and Demands.** All notices, demands or other communications under this agreement shall be effective only if made in writing and shall be sufficiently given and deemed given when delivered personally or mailed by certified mail (return receipt requested), postage prepaid, properly addressed as follows: (a) City of Coon Rapids, 11155 Robinson Drive NW, Coon Rapids, Minnesota 55433, Attention Matt Stemwedel, City Manager; and (b) Namakan Properties, LLC, Attn: William Bailey, Chief Manager, 1815 West River Road No., Minneapolis, MN 55411; or to such other persons as the parties may, from time to time, designate in writing and forward to the other as proved in this section.

2.05. **Amendment.** This Agreement may be amended by the parties hereto only by written instrument executed with the same procedures and formality followed in the execution of this Agreement.

2.06 **Binding Effect.** The terms and provisions hereof shall be binding upon, and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners and shall be deemed covenants running with the land.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be duly executed in their names and behalves and on or as of the date first above written.

**CITY OF COON RAPIDS**

By: __________________________

Jerry Koch, Mayor

By: __________________________

Matt Stemwedel, City Manager

**Namakan Properties, LLC**

* a Minnesota limited liability company

By __________________________

William Bailey

Its: Chief Manager
STATE OF MINNESOTA  
)  
)ss.
COUNTY OF ANOKA  
)

On this ______ day of ______, 2019, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, to me personally known, who each by me duly sworn, each did say that they are respectively the Mayor and the City Manager of Coon Rapids, the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Manager acknowledged said instrument to be the free act and deed of said municipal corporation.

___________________________________________
Notary Public

STATE OF MINNESOTA  
)  
)ss.
COUNTY OF  
)

The foregoing instrument was acknowledged before me this ______ day of _____________ 2019, by William Bailey, the Chief Manager of Namakan Properties, LLC, a Minnesota limited liability company, on behalf of the Company.

___________________________________________
Notary Public

This Document Drafted By:

David J. Brodie  
Coon Rapids City Attorney  
11155 Robinson Drive  
Coon Rapids, Minnesota  55433  
(763) 767-6495
City Council Regular

Meeting Date: 09/17/2019

Subject: Adopt Resolution 19-92 Accepting Grant from Anoka County for New Recycling Lids for the Civic Center

Submitted For: Joan Lenzmeier, City Clerk

From: Melissa Moore, Administrative Assistant I

INTRODUCTION

Staff is requesting authorization to accept grant funds from Anoka County for recycling collection container lids and signage to be used in the Civic Center.

DISCUSSION

Civic Center staff have been working with MN Waste Wise Foundation on another grant to streamline waste disposal at the Civic Center. This grant is for new lids and signage for bins to help people know which bin to put their waste in. This program to separate organics from trash has been successful, but staff are still finding that certain populations are having trouble with the learning process.

This grant is for $557.00 for new lids for waste and organics bins, plus signage for the waste, organics, and recycling bins. There are four sets of these particular bins throughout the Civic Center end of the building, including the employee lunch room. There is no additional cost to the City involved in these new lids.

RECOMMENDATION

Staff recommends that the City Council approve Resolution 19-92 accepting the grant in the amount of $557.00.

Attachments

Grant Approval Letter
Busch Systems Products Anoka County
Grant Application
Resolution 19-92
September 10, 2019

Lori Anderson
Coon Rapids Civic Center
11155 Robinson Drive
Coon Rapids, MN  55433

Dear Ms. Anderson,

The Anoka County Non-Residential Recycling/Organics Grant request for the Coon Rapids Civic Center has been approved.

The County agrees to purchase recycling collection containers through Busch Systems for direct delivery to the grantee for a total grant amount not to exceed $10,000.

As part of receiving this grant, you have agreed to report volumes/weights of materials collected on a semi-annually basis.

Thank you for your interest in our grant program and for your support for improving the recycling collection at your location. Recyclables collected at your location will help the county reach its recycling goals set by the State of Minnesota.

Any questions can be directed to Amy Ulbricht, Commercial Waste Management Specialist, at amy.ulbricht@co.anoka.mn.us or 763-324-3481.

Sincerely,

Jonelle Hubbard
Director
Public Health & Environmental Services
763.324.4224
Jonelle.Hubbard@co.anoka.mn.us
<table>
<thead>
<tr>
<th>Image</th>
<th>Product Name</th>
<th>Color(s)</th>
<th>Capacity</th>
<th>Minimum QTY &amp; Price</th>
<th>Order Quantity</th>
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<th>Item Total</th>
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Business and School Recycling Grant Application

Date: 9/9/2019

Applicant Information

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Coon Rapids Civic Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Lori Anderson</td>
</tr>
<tr>
<td>Contact Title</td>
<td>Facilities Coordinator</td>
</tr>
<tr>
<td>Address</td>
<td>11155 Robinson Drive, Coon Rapids, MN 55433</td>
</tr>
<tr>
<td>Phone Number</td>
<td>763-767-6522</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:LAnderson@coonrapidsmn.gov">LAnderson@coonrapidsmn.gov</a></td>
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Ship To Information

<table>
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<th>Coon Rapids Civic Center</th>
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<tbody>
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<td>Email Address</td>
<td><a href="mailto:LAnderson@coonrapidsmn.gov">LAnderson@coonrapidsmn.gov</a></td>
</tr>
</tbody>
</table>

Is there a loading dock? Yes
What are delivery hours? M-F, 7:00-4:30
Is building secure? Yes

Budget Justification: Please provide a brief justification for the budget items requested. Include an explanation of how costs were determined. Describe how the program will implemented.

Coon Rapids Civic Center holds many public and private events; meetings, weddings, etc. We received waste, recycling, and organics containers from Anoka County through their recycling grant, but have realized that the lids we received are fairly cumbersome. Once the lids are opened, it is hard to see which stream is which, resulting in confusion and contamination. We will re-label the lids we are requesting and put signs in the holders to alleviate this issue.

Please check yes or no for each of the following questions.

Reference Questions

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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</thead>
<tbody>
<tr>
<td>Does your facility currently have a recycling program?</td>
<td>x</td>
</tr>
<tr>
<td>Does your facility currently recycle cartons in your program?</td>
<td>x</td>
</tr>
<tr>
<td>Does your facility currently provide recycling containers by entrances and external grounds, such as, practice fields, tennis courts, walking trails, picnic areas?</td>
<td>X</td>
</tr>
<tr>
<td>Does your facility currently have a food waste or organics/SSO recycling program?</td>
<td>x</td>
</tr>
<tr>
<td>Did you work with MN Waste Wise in developing your grant application?</td>
<td>x</td>
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</tbody>
</table>

Eligibility Questions

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>Is your facility physically located in Anoka County?</td>
<td>x</td>
</tr>
<tr>
<td>Is your facility responsible for managing the recycling and trash hauling contract/program for the properties you own, lease, rent, manage or maintain?</td>
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## Budget

### Supplies & Equipment

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<th>Reimbursable Item</th>
<th>Description</th>
<th>Proposed Amount</th>
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</tbody>
</table>

**Supplies & Equipment Sub-Total** 0.00

Containers & Equipment, Compostable Bags, Compostable Service ware and Recycled Content Bags - Please select items from catalogs supplied by Anoka County and complete order form below and attach the PDF wish list from the Container Catalog.

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<thead>
<tr>
<th>Catalog/Description</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>Lids and Sign Holders - See Busch Systems Order Form</td>
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**Catalog Product Sub-Total** 557.00

**Grand Total (Supplies & Equipment Sub-Total plus Containers Sub-total) =** 557.00

Total grant value shall not exceed $10,000.

If awarded a grant, _______________________________ (business/school name) agrees to the following activities:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Yes</th>
<th>No</th>
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</thead>
<tbody>
<tr>
<td>Host a site visit with a technical assistant to review current operations, the applicant’s objectives and approach, report and provide assistance.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Provide a 3 sentence testimony and agree to serve as a “Success Story,” if asked.</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Complete report documenting baseline pre-grant and post-grant quantities of a) materials recycled, b) food/SSO recovered, and c) trash.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Provide reporting semi-annually to the county in volume or weight the amount collected in the previous 6 months of recyclables and/or SSO.</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Applicant’s Signature __________________________ Date: ______________________

Printed Name __________________________ (Signature Below)

Mail to: Anoka County Recycling & Resource Solutions
Attn: Non-Residential Recycling Grant Application | 1530 Bunker Lake Blvd NW | Andover, MN 55304

Fax to: 763-324-3410 | Attn: Non-Residential Recycling Grant Application

Email to: recycle@co.anoka.mn.us | Subject: Non-Residential Recycling Grant Application
Budget

Supplies & Equipment

<table>
<thead>
<tr>
<th>Reimbursable Item</th>
<th>Description</th>
<th>Proposed Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplies &amp; Equipment Sub-Total</td>
<td></td>
<td>0.00</td>
</tr>
</tbody>
</table>

Containers & Equipment, Compostable Bags, Compostable Service ware and Recycled Content Bags - Please select items from catalogs supplied by Anoka County and complete order form below and attach the PDF wish list from the Container Catalog.

<table>
<thead>
<tr>
<th>Catalog/Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Catalog Product Sub-Total</td>
<td></td>
</tr>
</tbody>
</table>

Grand Total (Supplies & Equipment Sub-Total plus Containers Sub-total) = 0.00

Total grant value shall not exceed $10,000.

If awarded a grant, Coon Rapids Civic Center (business/school name) agrees to the following activities:

<table>
<thead>
<tr>
<th>Host a site visit with a technical assistant to review current operations, the applicant’s objectives and approach, report and provide assistance.</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide a 3 sentence testimony and agree to serve as a “Success Story,” if asked.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complete report documenting baseline pre-grant and post-grant quantities of a) materials recycled, b) food/SSO recovered, and c) trash.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide reporting semi-annually to the county in volume or weight the amount collected in the previous 6 months of recyclables and/or SSO.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Applicant’s Signature

[Signature]

Printed Name

[Name]

Date: 9/6/19

Mail to: Anoka County Recycling & Resource Solutions
Attn: Non-Residential Recycling Grant Application | 1530 Bunker Lake Blvd NW | Andover, MN 55304

Fax to: 763-324-3410 | Attn: Non-Residential Recycling Grant Application

Email to: recycle@co.anoka.mn.us | Subject: Non-Residential Recycling Grant Application
RESOLUTION NO. 19-92

RESOLUTION ACCEPTING COUNTY GRANT FUNDS
FOR RECYCLING CONTAINER LIDS AND SIGNAGE

WHEREAS, Anoka County has offered a grant to the City for recycling containers lids and signage; and

WHEREAS, Anoka County will directly purchase recycling container lids and signage for the City; and

WHEREAS, the City will report volumes/weights of materials collected on a semi-annual basis; and

WHEREAS, the City will continue recycling of compostable materials; and

WHEREAS, Minn. Statute § 465.03 allows cities to accept donations of real or personal property by resolution adopted by a two-thirds majority of Council; and

WHEREAS, the City Council finds the offered grant to be in the public interest.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coon Rapids that it hereby authorizes the City to accept County grant funds up to $557.00.

Adopted by the Coon Rapids City Council this 17th day of September, 2019.

____________________________________
Jerry Koch, Mayor

ATTEST:

___________________________________
Joan Lenzmeier, City Clerk
City Council Regular

Meeting Date: 09/17/2019
Subject: Vacation of Public Roadway Easements for Port Riverwalk
Submitted For: David Brodie, City Attorney
From: Kim Reid, Administrative Legal Assistant

INTRODUCTION

DISCUSSION
The vacations are being considered because the HRA currently has a purchase agreement with Centra Homes to develop the HRA owned Port Riverwalk site on the south side of Coon Rapids near Avocet Street with residential uses, including the sale of detached townhomes. As part of the sale to Centra, staff has been working on resolving various title issues with the site. One of these issues involves vacating streets within the site. The City is still working on title issues with Zilla Street and will not be moving forward with resolution 19-79 that was adopted on July 16, 2019. Once title issues have been resolved, the City will vacate Zilla Street.

On July 16, 2019, Council adopted Resolution Numbers 19-73, 19-74, 19-75, 19-76 and 19-77 to consider vacation of public roadway easements. The process for vacating easements under City's charter requires a public hearing and passage of a vacation resolution. All utilities and property owners affected by the vacations have been notified and all have no objection to the vacations. City staff believes the vacations are appropriate and in the interest of the public given the benefit of redeveloping the Port Riverwalk site.

RECOMMENDATION
Council is asked to conduct a public hearing and adopt Resolution Numbers 19-87, 19-88, 19-89, 19-90 and 19-91 vacating a public roadway easement. Vacations commenced on the initiative of the City require a four-fifths majority vote in favor of the resolution to vacate.

Attachments

19-87 RLS Map
19-88 RLS Map
19-89 RLS Map
19-90 RLS Map
19-91 RLS Map
Port Riverwalk Site Map
Resolution 19-87
Resolution 19-88
Resolution 19-89
Resolution 19-90
Resolution 19-91
RESOLUTION NO. 19-87

RESOLUTION VACATING STREET EASEMENT(S)
(RLS 278)

WHEREAS, the Council of the City of Coon Rapids ordered a public hearing on the vacation of street easements as follows:

That part of Egret Boulevard N.W. within Tracts C & G, REGISTERED LAND SURVEY NUMBER 278, Anoka County, Minnesota.
AND

That part of Coon Rapids Boulevard Service Road N.W. within Tracts E and I, REGISTERED LAND SURVEY NUMBER 278, Anoka County, Minnesota.
AND

That part of Drake Street N.W. within Tract K, REGISTERED LAND SURVEY NUMBER 278, Anoka County, Minnesota.
AND

That part of Crane Street N.W. within Tract M, REGISTERED LAND SURVEY NUMBER 278, Anoka County, Minnesota.

WHEREAS, notice of said public hearing was duly published in the Coon Rapids Herald on August 23, 2019 and August 30, 2019 and notice of said public hearing was duly posted all as provided by City Charter Section 1-1206, and as evidenced by exhibits attached hereto and made a part hereof; and

WHEREAS, said hearing was duly held on the 17th day of September, 2019 at 7:00 o'clock p.m. at the City Hall and all persons so desiring to be heard were then heard.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Coon Rapids finds it is in the public interest to vacate, and does so vacate said street easements as follows:

That part of Egret Boulevard N.W. within Tracts C & G, REGISTERED LAND SURVEY NUMBER 278, Anoka County, Minnesota.
AND

That part of Coon Rapids Boulevard Service Road N.W. within Tracts E and I, REGISTERED LAND SURVEY NUMBER 278, Anoka County, Minnesota.
AND

That part of Drake Street N.W. within Tract K, REGISTERED LAND SURVEY NUMBER 278, Anoka County, Minnesota.
AND
That part of Crane Street N.W. within Tract M, REGISTERED LAND SURVEY NUMBER 278, Anoka County, Minnesota.

Adopted by the Coon Rapids City Council the 17th day of September, 2019.

_______________________________
Jerry Koch, Mayor

ATTEST:

_______________________________
Joan Lenzmeier, City Clerk
RESOLUTION NO. 19-88

RESOLUTION VACATING STREET EASEMENT(S)

(RLS 279)

WHEREAS, the Council of the City of Coon Rapids ordered a public hearing on the vacation of street easements as follows:

Vacation of public roadway easements.

That part of Coon Rapids Service Road N.W. within Tract A, REGISTERED LAND SURVEY NUMBER 279, Anoka County, Minnesota.

AND

That part of Crane Street N.W. within Tract C, REGISTERED LAND SURVEY NUMBER 279, Anoka County, Minnesota.

AND

That part of 100th/ Avenue N.W. within Tract D, REGISTERED LAND SURVEY NUMBER 279, Anoka County, Minnesota.

AND

That part of Bluebird Street N.W. within Tract E, REGISTERED LAND SURVEY NUMBER 279, Anoka County, Minnesota.

AND

That part of Avocet Street N.W. within Tract G, REGISTERED LAND SURVEY NUMBER 279, Anoka County, Minnesota.

AND

That part of 99th Avenue N.W. within Tract H, REGISTERED LAND SURVEY NUMBER 279, Anoka County, Minnesota.

AND

That part of East River Road/Zilla Street N.W. within Tract J, REGISTERED LAND SURVEY NUMBER 279, Anoka County, Minnesota.

WHEREAS, notice of said public hearing was duly published in the Coon Rapids Herald on August 23, 2019 and August 30, 2019 and notice of said public hearing was duly posted all as provided by City Charter Section 1-1206, and as evidenced by exhibits attached hereto and made a part hereof; and

WHEREAS, said hearing was duly held on the 17th day of September, 2019 at 7:00 o'clock p.m. at the City Hall and all persons so desiring to be heard were then heard.
NOW THEREFORE BE IT RESOLVED that the Council of the City of Coon Rapids finds it is in the public interest to vacate, and does so vacate said street easements as follows:

Vacation of public roadway easements.

That part of Coon Rapids Service Road N.W. within Tract A, REGISTERED LAND SURVEY NUMBER 279, Anoka County, Minnesota.

AND

That part of Crane Street N.W. within Tract C, REGISTERED LAND SURVEY NUMBER 279, Anoka County, Minnesota.

AND

That part of 100th/ Avenue N.W. within Tract D, REGISTERED LAND SURVEY NUMBER 279, Anoka County, Minnesota.

AND

That part of Bluebird Street N.W. within Tract E, REGISTERED LAND SURVEY NUMBER 279, Anoka County, Minnesota.

AND

That part of Avocet Street N.W. within Tract G, REGISTERED LAND SURVEY NUMBER 279, Anoka County, Minnesota.

AND

That part of 99th Avenue N.W. within Tract H, REGISTERED LAND SURVEY NUMBER 279, Anoka County, Minnesota.

AND

That part of East River Road/Zilla Street N.W. within Tract J, REGISTERED LAND SURVEY NUMBER 279, Anoka County, Minnesota.

Adopted by the Coon Rapids City Council the 17th day of September, 2019.

________________________________________
Jerry Koch, Mayor

ATTEST:

________________________________________
Joan Lenzmeier, City Clerk
RESOLUTION NO. 19-89

RESOLUTION VACATING STREET EASEMENT(S)
(RLS 282)

WHEREAS, the Council of the City of Coon Rapids ordered a public hearing on the vacation of street easements as follows:

Vacation of public roadway easements.

That part of East River Road within Tract A, REGISTERED LAND SURVEY NUMBER 282, Anoka County, Minnesota.

AND

That part of East River Road within Tract D, REGISTERED LAND SURVEY NUMBER 282, Anoka County, Minnesota.

WHEREAS, notice of said public hearing was duly published in the Coon Rapids Herald on August 23, 2019 and August 30, 2019 and notice of said public hearing was duly posted all as provided by City Charter Section 1-1206, and as evidenced by exhibits attached hereto and made a part hereof; and

WHEREAS, said hearing was duly held on the 17th day of September, 2019 at 7:00 o'clock p.m. at the City Hall and all persons so desiring to be heard were then heard.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Coon Rapids finds it is in the public interest to vacate, and does so vacate said street easements as follows:

Vacation of public roadway easements.

That part of East River Road within Tract A, REGISTERED LAND SURVEY NUMBER 282, Anoka County, Minnesota.

AND

That part of East River Road within Tract D, REGISTERED LAND SURVEY NUMBER 282, Anoka County, Minnesota.

Adopted by the Coon Rapids City Council the 17th day of September, 2019.

__________________________________________
Jerry Koch, Mayor

ATTEST:

__________________________________________
Joan Lenzmeier, City Clerk
RESOLUTION NO. 19-90
RESOLUTION VACATING STREET EASEMENT(S)
(RLS 283)

WHEREAS, the Council of the City of Coon Rapids ordered a public hearing on the vacation of street easements as follows:

Vacation of public roadway easements.

That part of East River Rd. within Tract E, REGISTERED LAND SURVEY NUMBER 283, Anoka County, Minnesota.

AND

That part of Coon Rapids Boulevard within Tract I, REGISTERED LAND SURVEY NUMBER 283, Anoka County, Minnesota.

AND

That part of Avocet Street N.W. within Tract F, REGISTERED LAND SURVEY NUMBER 283, Anoka County, Minnesota.

AND

That part of Crane Street N.W. within Tract C, REGISTERED LAND SURVEY NUMBER 283, Anoka County, Minnesota.

WHEREAS, notice of said public hearing was duly published in the Coon Rapids Herald on August 23, 2019 and August 30, 2019 and notice of said public hearing was duly posted all as provided by City Charter Section 1-1206, and as evidenced by exhibits attached hereto and made a part hereof; and

WHEREAS, said hearing was duly held on the 17th day of September, 2019 at 7:00 o'clock p.m. at the City Hall and all persons so desiring to be heard were then heard.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Coon Rapids finds it is in the public interest to vacate, and does so vacate said street easements as follows:

Vacation of public roadway easements.

That part of East River Rd. within Tract E, REGISTERED LAND SURVEY NUMBER 283, Anoka County, Minnesota.

AND

That part of Coon Rapids Boulevard within Tract I, REGISTERED LAND SURVEY NUMBER 283, Anoka County, Minnesota.

AND
That part of Avocet Street N.W. within Tract F, REGISTERED LAND SURVEY NUMBER 283, Anoka County, Minnesota.

AND

That part of Crane Street N.W. within Tract C, REGISTERED LAND SURVEY NUMBER 283, Anoka County, Minnesota.

Adopted by the Coon Rapids City Council the 17th day of September, 2019.

_______________________________
Jerry Koch, Mayor

ATTEST:

_______________________________
Joan Lenzmeier, City Clerk
RESOLUTION NO. 19-91

RESOLUTION VACATING STREET EASEMENT(S)

(Coon Grove)

WHEREAS, the Council of the City of Coon Rapids ordered a public hearing on the vacation of street easement as follows:

Vacation of a public roadway easement.

That part of the highway right-of-way easement over Lots 6 and 9, Block 3, COON GROVE, Anoka County, Minnesota, described as follows:

Beginning at the most Southerly corner of Tract H, REGISTERED LAND SURVEY NO. 283; thence Southeasterly a distance of 262.77 feet along the Southeasterly extension of the Southwesterly line of said Tract H, being a non-tangential curve concave to the Southwest, having a radius of 1000.00 feet, a central angle of 15 degrees 03 minutes 21 seconds, and a chord which bears South 49 degrees 46 minutes 18 seconds East, to the intersection with the Northeasterly extension of the most Southeasterly line of Tract G, said REGISTERED LAND SURVEY NO. 283; thence South 40 degrees 28 minutes 39 seconds West, along said Northeasterly extension of the most Southeasterly line of Tract G, a distance of 15.41 feet to the most Easterly corner of said Tract G; thence North 55 degrees 48 minutes 50 seconds West, along a Northeasterly line of said Tract G, a distance of 270.86 feet to a corner of said Tract G; thence North 49 degrees 47 minutes 50 seconds East, along a line of said Tract G, a distance of 44.54 feet to the point of beginning.

WHEREAS, notice of said public hearing was duly published in the Coon Rapids Herald on August 23, 2019 and August 30, 2019 and notice of said public hearing was duly posted all as provided by City Charter Section 1-1206, and as evidenced by exhibits attached hereto and made a part hereof; and

WHEREAS, said hearing was duly held on the 17th day of September, 2019 at 7:00 o'clock p.m. at the City Hall and all persons so desiring to be heard were then heard.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Coon Rapids finds it is in the public interest to vacate, and does so vacate said street easement as follows:

Vacation of a public roadway easement.

That part of the highway right-of-way easement over Lots 6 and 9, Block 3, COON GROVE, Anoka County, Minnesota, described as follows:

Beginning at the most Southerly corner of Tract H, REGISTERED LAND SURVEY NO. 283; thence Southeasterly a distance of 262.77 feet along the Southeasterly extension of the Southwesterly line of said Tract H, being a non-tangential curve concave to the
Southwest, having a radius of 1000.00 feet, a central angle of 15 degrees 03 minutes 21 seconds, and a chord which bears South 49 degrees 46 minutes 18 seconds East, to the intersection with the Northeasterly extension of the most Southeasterly line of Tract G, said REGISTERED LAND SURVEY NO. 283; thence South 40 degrees 28 minutes 39 seconds West, along said Northeasterly extension of the most Southeasterly line of Tract G, a distance of 15.41 feet to the most Easterly corner of said Tract G; thence North 55 degrees 48 minutes 50 seconds West, along a Northeasterly line of said Tract G, a distance of 270.86 feet to a corner of said Tract G; thence North 49 degrees 47 minutes 50 seconds East, along a line of said Tract G, a distance of 44.54 feet to the point of beginning.

Adopted by the Coon Rapids City Council the 17th day of September, 2019.

_______________________________
Jerry Koch, Mayor

ATTEST:

_______________________________
Joan Lenzmeier, City Clerk
City Council Regular

Meeting Date: 09/17/2019

Subject: Consider Development Agreement with Centra North LLC

From: Matt Brown, Economic Development Coordinator

INTRODUCTION

The Council is asked to consider a development agreement with Centra North LLC for a 136-unit detached townhome development along Coon Rapids Boulevard generally between Egret Boulevard and Avocet Street.

DISCUSSION

The HRA approved a purchase agreement with Centra Homes LLC in June 2018 for HRA's Port Riverwalk redevelopment site. The HRA approved a first amendment to the purchase agreement in June 2019 and a second amendment to the purchase agreement in August 2019. In the last several months, Centra Homes has received City approvals for a site plan and preliminary plat for a 136-unit detached townhome development, the City worked to obtain clear title to the property, public improvements have been designed, and grading work has commenced. The City Council awarded a contract for installation of public streets and utilities in August and the Council will consider street vacations and a final plat on Tuesday. Closing is expected to occur on or before September 30 with options to extend the closing date to October 18 if Anoka County's review of the final plat or other miscellaneous title matters are still outstanding on September 30.

The initial purchase agreement required that the City and developer enter into a development agreement prior to the closing date. The attached development agreement includes largely the same terms as the agreement that was included as an exhibit to the original purchase agreement. It allows the developer to commence construction of the approved project and establishes the improvements that both the developer and City will be obligated to construct. As previously established, the developer will be responsible for private street and driveway construction, private utility service installation, private sidewalk construction, irrigation systems, landscaping, street lighting, signage, boulevard landscaping, and landscaping required for stormwater management facilities. The developer will also be responsible for site grading and street and utility removals and relocations, although the City is contracting for that work and the developer will provide payment at closing. The City will be responsible for public streets, public sidewalks and pedestrian curb ramps, sanitary sewer main and services within public right of way and located on private streets, water main and services within public right of way; and located on private streets, and stormwater improvements. Pooled tax increment districts will be used to cover these costs. The agreement will be recorded against the entire development property and the City will issue a
Certificate of Completion clearing the title of each phase of the development once it is completed.

The City's development counsel may make slight revisions to the development agreement prior to Tuesday's meeting. If any changes are made, the final version will be provided at the meeting.

**RECOMMENDATION**
Staff recommends that the Council approve the development agreement with Centra North LLC.

---

**Attachments**
- Development Agreement
- Postpone Centra Homes
DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF COON RAPIDS

AND

CENTRA NORTH, LLC

FOR

PORT RIVERWALK FIRST ADDITION

This document drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300 (SJS)
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EXHIBIT A  LEGAL DESCRIPTION OF SUBDIVISION
EXHIBIT B  LIST OF PLAN DOCUMENTS
EXHIBIT C  DEVELOPER IMPROVEMENTS COST ESTIMATE
EXHIBIT D  LOCATION OF MODEL HOMES
This Development Agreement (the “Agreement”) is made and entered into this ___ day of __________________, 2019 by and between the City of Coon Rapids, a municipal corporation under the laws of Minnesota (the “City”), and Centra North, LLC, a Minnesota limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the  Developer  is the fee  owner  of certain  land located in Coon Rapids, Minnesota which is legally described in Exhibit A attached hereto (the “Developer Property”); and

WHEREAS, the City approved a preliminary plat of the Subdivision on ________, 2019, a copy of which is attached hereto and incorporated herein as Exhibit A-1 (the “Preliminary Plat”); and

WHEREAS, Developer intends to develop the Developer Property in three (3) phases; and

WHEREAS, for the first phase of such development, Developer filed an application for final plat approval for Port Riverwalk First Addition [Name to be confirmed.], a subdivision (the “Subdivision”) of a portion of the real property covered by the Preliminary Plat consisting of ___ detached townhomes (the “Phase I Homes”), which is located in a Port PUD zoning district; and

WHEREAS, the City is authorized, pursuant to Minnesota Statutes Section 462.358, subdivision 2a to condition its approval of the Subdivision on compliance with requirements reasonably related to the provisions of the Coon Rapids City Code, including its subdivision and land use regulations, and to require as a condition of development approval, the execution and recording of this Agreement, which embodies and makes enforceable the terms and conditions of the Planning Commission and City Council’s approval of the development plans; and

WHEREAS, the Planning Commission of the City of Coon Rapids, Minnesota, at its regular meeting on _________________, 2019, approved the application for final plat for the Property in Planning Case ____; and

WHEREAS, the City Council of the City of Coon Rapids, Minnesota, at its regular meeting on September 17, 2019 approved the application for final plat for the first phase of Port Riverwalk; and

WHEREAS, the above approvals were made subject to and contingent upon the Developer’s satisfaction of certain conditions relating to the Property and made subject to those conditions, as well as City Code requirements; and
WHEREAS, this Agreement sets forth the obligations of the Developer and the conditions that govern the development and use of the Property; and

WHEREAS, this Agreement is intended to address the parties’ compliance with the conditions the City Council placed on the approvals, and to supersede all prior development agreements for the Property

NOW, THEREFORE, based on the mutual covenants and obligations contained herein, the parties agree as follows:

1. **Right to Proceed.** This Agreement is intended to regulate development of the Subdivision. The Developer may not construct public or private improvements or any buildings within the Subdivision until all the following conditions precedent have been satisfied:

   a) the final plat of the Port Riverwalk First Addition [Name to be confirmed.] has been recorded with Anoka County;

   b) this Agreement has been executed by the Developer and the City and recorded with Anoka County;

   c) the required Letter of Credit (as hereinafter defined) has been received by the City from or on behalf of the Developer;

   d) final engineering and construction plans in digital and hard copy format for the Developer Improvements (as hereinafter defined) have been submitted by the Developer and approved by the City Engineer;

   e) the Developer has reimbursed the City for all legal, engineering, and administrative expenses incurred to date by the City regarding the Subdivision;

   f) all erosion control measures are in place;

   g) the Developer has received all required permits from the Coon Creek Watershed District, Anoka County, the Minnesota Pollution Control Agency, the Minnesota Department of Health, the Metropolitan Council and any other entity having jurisdiction over the Subdivision;

   h) the Developer or the Developer’s engineer has initiated and attended a preconstruction meeting with the City Engineer and other City staff; and

   i) the City has issued a notice that all conditions precedent have been satisfied and that the Developer may proceed.

2. **Plans; Developer Improvements.** The Developer agrees to develop the Subdivision in accordance with this Agreement, the final plat of Port Riverwalk First
Addition and the terms and conditions of City Council Resolution Nos. _____ and ______, which resolutions are hereby incorporated by reference into this Agreement and made a part hereof, and to construct all required improvements within and adjacent to the Subdivision in accordance with the approved engineering and construction plans and specifications (collectively, the “Plans”). The documents which constitute the Plans are those on file with and approved by the City and are listed on Exhibit B attached hereto. The Plans may not be modified by the Developer without the prior written approval of the City.

b) In developing the Subdivision in accordance with the Plans, the Developer shall make or cause to be installed at its sole expense the following public and private improvements (collectively, the “Developer Improvements”):

1. site grading (including all surface and storm sewer pipe removal)\(^1\);
2. public utility removals (including watermain and sanitary sewer pipes and services)\(^2\);
3. private street and driveway construction (includes stormwater, pipes to be located within private streets and driveways);
4. private utility service installation;
5. private sidewalk construction;
6. landscape irrigation system;
7. landscaping;
8. street lighting;
9. signage;
10. boulevard landscaping;
11. landscaping required for stormwater management facilities (including retaining walls); and
12. property monuments denoting the corners of all lots within the Subdivision.

c) All work performed by or on behalf of the Developer related to construction of the Developer Improvements shall be restricted to the hours of 7:00 a.m. through 10:00 p.m., Monday through Friday and 8:00 a.m. through 6:00 p.m. on Saturday. Saturday work shall only take place based on City approval which approval shall not be unreasonably withheld. Sunday work on the Developer Improvements is not permitted, unless an emergency situation exists and permission from the City is received. All work related to construction of the houses within the Subdivision which involves a

\(^1\) Pursuant to the First Amendment to Purchase Agreement between the Housing and Redevelopment Authority in and for the City of Coon Rapids (the “HRA”) and Centra Homes, LLC, dated June 4, 2019 (the “First Amendment”), the HRA/City have agreed to perform the site grading work required by this Development Agreement. The Developer has agreed in the First Amendment to reimburse the HRA/City for these costs at the closing on the Property.

\(^2\) Pursuant to the First Amendment, the HRA has agreed to perform the public utility removals required by this Agreement. The Developer has agreed in the First Amendment to reimburse the HRA/City for these costs at the closing on the Property.
level of noise likely to unreasonably annoy nearby residents shall also be restricted to the same hours.

d) All Developer Improvements must be installed no later than __________, 20___.

3. **City Improvements.** Subject to satisfaction of the conditions set forth in Section 1 hereof and the conditions to Closing as set forth in the Purchase Agreement dated July 31, 2018 between the HRA and the Developer (the “Purchase Agreement”), as amended, the City shall be responsible for installing the following public improvements (the “City Improvements”) in accordance with the Plans;

   a) public streets;

   b) public sidewalks and pedestrian curb ramps;

   c) sanitary sewer main and services within public right of way and located on private streets;

   d) water main and services within public right of way; and located on private streets; and

   e) stormwater improvements (including stormwater pipe and best management practice facilities). Excludes landscaping required for best management practice facilities, and storm sewer pipe located on private streets.

The Developer shall design the City Improvements and shall be responsible for the engineering design and construction staking costs. The City shall review and approve the Developer’s plans and specifications in a timely manner. The Developer shall complete any necessary permit forms, documents, and supporting exhibits necessary for the City Improvements. The City shall directly apply for the necessary City Improvement permits based on the Developer’s permit application documents, and shall be responsible to pay any necessary permit fees. The City shall receive bids from contractors, award the contracts, and provide construction inspection, and contract administration for the City Improvements.

The Developer has represented to the City and the HRA that it would not be economically feasible to proceed with the Developer Improvements and the construction of the Phase I Homes in the reasonably foreseeable future without the assistance to be provided by the City pursuant to this Section. The Developer acknowledges that the Economic Development Authority in and for the City of Coon Rapids (the “EDA”) will utilize tax increments from the EDA’s Tax Increment Financing District No. 6-1, in which the Developer Improvements and the Phase I Homes are located, in order to reimburse the HRA for certain costs of the Property (as defined in the Purchase
Agreement) previously incurred by the HRA which will not be recovered from the Purchase Price (as defined in the Purchase Agreement) of the Property and that such use of tax increments is necessary for the HRA to be able to convey the Property to the Developer at a Purchase Price that is economically feasible. In addition, the Developer acknowledges that the EDA will utilize tax increments from Tax Increment Financing Districts Nos. 1-2 through 1-10 and 1-13 in order to reimburse the City for the costs of the City Improvements described in this Section 3. The financial assistance to the Developer under this Agreement is based on certain assumptions regarding likely costs and expenses associated with constructing the Developer Improvements and the Phase I Homes and the revenues to be generated by the sales of Phase I Homes to be constructed by the Developer.

The parties agree and understand that all financial assistance to the Developer under in this Agreement represents assistance for housing, and accordingly is not subject to Minnesota Statutes, Sections 116J.993 to 116J.995.

4. **Erosion Control.** All construction regarding the Developer Improvements and the City Improvements shall be conducted in a manner designed to control erosion and in compliance with all City ordinances and other requirements. No construction of the Developer Improvements will be allowed and no building permits will be issued for the Subdivision unless the Developer is in full compliance with the erosion control requirements, which are binding on the Developer and its successors and assigns.

5. **Site Grading; Haul Routes.** a) All site and other grading must be done in compliance with the Plans, required erosion control measures and all requirements of the Minnesota Pollution Control Agency regarding contaminated soils. Said site grading shall be completed by __________, 2020. Prior to the issuance of any permit and initiation of the Developer Improvements, the Developer must submit a grading plan, certified by a licensed professional engineer for the entire Subdivision. The grading plan shall show existing ground elevations and proposed elevations for the site and adjacent streets. Existing elevations of adjacent properties shall be shown to a minimum of 100 feet into the property. Spot elevations and one foot contours shall be shown as needed to clearly define how the site is to be graded. The grading plan shall show all erosion and sediment control features. In addition, the grading plan shall show all delineated wetlands that exist on the Property. A buffer strip (non-maintenance area) per City Code Section 11-1102.4 (4) is required along the edge of all wetlands. Permanent signs marking the edges of wetland buffers shall be furnished and installed by the Developer. Temporary stabilization for site grading shall occur within a timeframe acceptable to the City and Coon Creek Watershed District upon completion or partial suspension of grading activities.

   b) If wetlands are proposed to be filled as part of the Subdivision, prior to the issuance of any permit, the Developer shall contact the Coon Creek Watershed District in advance of preparing the grading plan and obtain the Watershed District’s approval of
any proposed filling and wetland mitigation. The final grading plan shall show the Coon Creek Watershed District’s approved mitigation plan. Wetland mitigation monitoring shall be performed by the Developer’s wetland specialist as required by the Wetland Conservation Act. In addition to the applicable fee, a security from the Developer shall be required to be submitted to the Coon Creek Watershed District to guarantee performance.

c) Within 30 days after completion of the grading, or such other period acceptable to the City’s engineer, the Developer shall provide the City with an “as constructed” grading plan and a certification by a registered land surveyor or engineer.

d) The Developer shall abandon and cap all existing wells on the Property in accordance with Minnesota Department of Health, Anoka County, and City requirements.

e) The Developer agrees that any fill material which must be brought to or removed from the Subdivision or adjacent areas while grading or during construction of the Developer Improvements or any homes within the Subdivision will be transported using only haul routes approved by the City. The Developer shall provide the City with documentation of the source of any fill materials brought into the Subdivision.

6. Construction of Developer Improvements and City Improvements. a) All Developer Improvements and City Improvements shall be installed in accordance with this Agreement, the Plans, all other City approvals, the City’s subdivision regulations, the City’s engineering standards (as hereinafter defined) for street and utility construction. The Developer shall submit plans and specifications for the Developer Improvements and the City Improvements prepared by a registered professional engineer. The Developer shall obtain any necessary permits from the Minnesota Pollution Control Agency, the Metropolitan Council, the Minnesota Department of Health, the Coon Creek Watershed District, Anoka County and any other agency having jurisdiction over the Subdivision before proceeding with construction. The Developer, its contractors and subcontractors, shall follow all instructions received from the City Engineer. Prior to beginning construction, the Developer or the Developer’s engineer shall schedule a preconstruction meeting with all parties concerned, including Private Utility Representatives, and the City staff and engineers, to review the program for the construction work.

b) Within 45 days after the completion of the Developer Improvements, the Developer shall supply the City with a complete set of reproducible “as constructed” plans and three complete sets of paper “as constructed” plans, each prepared in accordance with City standards and in AutoCAD format based on Anoka County coordinates. Iron monuments must be installed for all lots within the Subdivision by the Developer in accordance with state law. The Developer’s surveyor shall submit a written notice to the City certifying that the monuments have been installed. All City Improvements required by this Agreement shall be completed by the City by no later than one (1) year following the Developer’s acquisition of the Property from the City. Developer Improvements consisting of site grading and temporary stabilization shall be
completed no later than six (6) months following the later of (i) Developer’s acquisition of the Property from the City or (ii) approval of final plat by the City. All other required Developer Improvements indicated by this Agreement shall be completed by the Developer in conjunction with the Developer’s home build out of the development.

c) The Developer agrees to require its contractor to provide to the City a warranty bond against defects in labor and materials for the Developer Improvements that are not being installed by the City/HRA as set forth in Section 2 (b) (3)-(12) of this Agreement (the “Developer Warrantied Improvement(s)” for a period of two (2) years from the date of their acceptance by the City or from their completion if they are not to be dedicated to the City. During such period, the Developer agrees to repair or replace any Developer Warrantied Improvement, or portion or element thereof, which shows signs of failure, normal wear and tear excepted. A decision regarding whether a Developer Warrantied Improvement shows signs of failure shall be made by the City in the reasonable exercise of its judgment. If the Developer fails to repair or replace a defective Developer Warrantied Improvement during the warranty period, the City may invoke the warranty bond to pay for the required repairs or replacements. If the City is unable to use the warranty bond or the warranty bond proves inadequate, the City may use the Letter of Credit as hereinafter defined to reimburse itself for any costs or expenses it incurs in repairing or replacing the defective Developer Warrantied Improvements. The Developer agrees to reimburse the City fully for the cost of all Developer Warrantied Improvement repairs or replacement if the cost thereof exceeds the remaining amount of the Letter of Credit. Such reimbursement must be made within 45 days of the date upon which the City notifies the Developer of the cost due under this section. If the Developer fails to make required payments to the City, and such failure continues after written notice thereof and the expiration of the applicable cure period, the Developer hereby consents to the City levying special assessments for any unreimbursed amount associated with such costs against the lots within the Subdivision except those which have been sold to homeowners. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lots within the Subdivision of the repair or replacement of the Developer Warrantied Improvements and hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.

d) Except for model homes, no building permit shall be issued for structures within the Subdivision until adequate street access and sanitary sewer and water are available to the lot in question. If building permits are issued prior to the completion and acceptance of all Developer Improvements and City Improvements serving any lot, the final wear course of bituminous excepted, the Developer assumes all liability and costs resulting in delays in completion of the Developer Improvements and the City Improvements and damage to the Developer Improvements and the City Improvements caused by the Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties. No temporary or permanent certificate of occupancy shall be issued for any structure within the Subdivision until all streets have been improved with a passable
surface, as reasonably determined by the City, and all utilities have been completed for the Subdivision.

e) All private utilities within the Subdivision shall be placed underground.

7. Streets. The City will construct the public streets within the Subdivision in accordance with City specifications and the Plans provided by the Developer and approved by the City. Said construction shall be completed by the City no later than December 31, 2020. The City’s specifications for the streets to be constructed within the Subdivision are contained in the most recent edition of its engineering standards (the “Engineering Standards”), which is hereby incorporated into this Agreement by reference. If there is a conflict between the Plans and the Engineering Standards, the Engineering Standards shall prevail except when an alternative has been explicitly approved in writing by the City. The Developer will construct and maintain private streets and driveways and storm sewer, as well as maintain the watermain, and sanitary sewer pipes and services located on private or common ownership property.

8. Sanitary Sewer and Water Improvements. The City will construct sanitary sewer and water mains to serve the lots within the Subdivision. The City’s work in constructing and extending the utilities will be in accordance with the Plans and will comply with all City requirements regarding such utilities, and will include stubbing in utility services from the main lines installed by the City to the respective property lines of the residential lots to be served thereby. Said construction shall be completed by the City no later than December 31, 2020. The Developer shall be responsible for connecting the service lines from the property line to the house on each lot within the Subdivision.

9. Stormwater Improvements. The City will construct stormwater improvements for the Subdivision as shown on the Plans. Those improvements may include: retention basins, rain gardens, infiltration/filtration basins, tree trenches, and other stormwater BMPs. Said construction shall be completed by the City no later than December 31, 2020. Landscaping of stormwater BMPs, as well as storm sewer pipes on private streets, shall be performed and maintained by the Developer.

10. Landscaping. The Developer agrees to install landscaping within the Subdivision in accordance with the Plans. The Developer shall install street trees in accordance with City Code 12-207(8), boulevard restoration including top soil, sod, or grass seed, sidewalk, and curb stop adjustments. All landscaping shall include hardy, non-invasive and drought tolerant species appropriate for Minnesota. All landscaping materials shall be maintained and replaced if they die within one (1) year.

11. Street Lighting; Street Signs. a) The Developer agrees to install and pay for public street lighting within the public right-of-way of the Subdivision. Prior to the issuance of any building permits, the Developer shall submit lighting details to the City for review and approval of public street lighting by City staff. All public street lighting shall meet City standards. Public street lights shall be located at every intersection and
along streets in the public right-of-way with spacing of approximately 250 feet. Final spacing and locations shall be determined by the City Engineer. The Developer shall work with Xcel Energy on the installation of the public street lights. The City will assume the ongoing energy costs for the public street lights located in the public right of way. Public street lighting shall include lighting fixtures approved by the City. The Developer will furnish, install, maintain, and replace private street lights. “Private Street Lights” are defined as those street lights located on private or common ownership property. The Developer may assign its obligations under this Agreement for the maintenance and replacement of the Private Street Lights along with the ongoing energy costs for the Private Street Lights to a homeowners’ association.

b) The Developer agrees to install and pay for all street signs within the Subdivision in accordance with the Plans. Street signs shall be the City’s standard street sign design and shall be dedicated by the Developer to the City after installation and acceptance by the City. Street signs requiring repair or replacement will be replaced by the City with the City’s standard form of street sign. The Developer will be required to pay for repair or replacement of any private street signs, unless the Developer has assigned its obligations under this Agreement for the repair or replacement to a homeowners’ association, which is permitted.

12. Letter of Credit. a) In order to ensure completion of the Developer Warranted Improvements required under this Agreement and satisfaction of all fees due to the City, the Developer agrees to deliver to the City prior to beginning any construction or work on the Developer Improvements a letter of credit (the “Letter of Credit”) in the amount of $______________. This amount required represents 100 percent of the maximum risk exposure for the City as calculated by the City Engineer, based on the anticipated sequence of construction and the estimated cost of each element of the Developer Warranted Improvements, rather than the aggregate cost of all required Developer Warranted Improvements. The Letter of Credit shall be delivered to the City prior to beginning any work on the Developer Warranted Improvements and shall renew automatically thereafter until released by the City. The estimated cost of the elements of the work covered by the Letter of Credit is itemized on Exhibit C attached hereto. The Letter of Credit shall be issued by a bank licensed to do business in the United States determined by the City to be solvent and creditworthy and shall be in a form acceptable to the City in its reasonable discretion. The City hereby preapproves Bridgewater Bank as the issuer of the Letter of Credit. The Letter of Credit shall allow the City to draw upon the instrument, in whole or part, in order to complete construction of any or all of the Developer Warranted Improvements and other specified work within the Subdivision and to pay any fees or costs due to the City by the Developer.

b) The City agrees that prior to drawing on the Letter of Credit or, except as otherwise expressly set forth herein, otherwise exercising its remedies for a default by Developer hereunder it will provide written notice to the Developer, and any construction lender, and a period of no less than 30 days for the Developer or lender to cure the
default. Notwithstanding the above, the City shall not be obligated to allow a cure period which extends beyond the expiration date of the Letter of Credit.

c) Periodically and upon request by the Developer, the City agrees to reduce the Letter of Credit to an amount roughly equal to 100 percent of the cost of the remaining work, subject to evaluation of the City’s maximum risk exposure, delivery of the required warranty bond(s) to the City and satisfaction of all of the Developer’s financial obligations to the City. The Letter of Credit shall be released in full and returned to the Developer following expiration of the two (2) year warranty period for the Developer Warranted Improvements and completion of all other financial requirements of this Agreement. Prior to releasing any portion of the Letter of Credit or accepting another letter of credit in replacement, the City shall first be satisfied regarding the quality and completeness of the work on the Developer Warranted Improvements and that the Developer has taken such steps as may be necessary to ensure that no liens will attach to the Subdivision. Notwithstanding anything herein to the contrary, the Letter of Credit shall not be reduced to less than $50,000, until such time as the City releases the entire Letter of Credit.

d) It is the intention of the parties that the City at all times have available to it a Letter of Credit in an amount adequate to ensure completion of all elements of the Developer Warranted Improvements and other obligations of the Developer under this Agreement. To that end and notwithstanding anything herein to the contrary, all requests by the Developer for a reduction or release of the Letter of Credit shall be evaluated by the City in light of that principle.

e) If at any time the City reasonably determines that the bank issuing the Letter of Credit has total assets of less than $100,000,000, the City shall notify the Developer and the Developer shall provide to the City at least twenty (20) days prior to the expiration of the ten current term of the Letter of Credit substitute Letter of Credit from another bank meeting the City’s requirements. If the Developer fails to provide the City with a substitute Letter of Credit from an issuing bank satisfactory to the City at least 20 days prior to the expiration of the then current term of the Letter of Credit, the City may draw under the existing Letter of Credit.

13. Park Dedication Fee. Prior to release of the final plat for Port Riverwalk First Addition, the Developer shall deposit in the City’s Park Improvement Fund $272,000 for parks, recreational facilities, playgrounds, trails, wetlands, and open space purposes in accordance with the terms and conditions of approval by the City Council. This amount has been calculated as prescribed by City Code 11-1506 and determined to be 136 lots x $2,000.00 per lot = $272,000.

14. Responsibility for Costs. The Developer agrees to pay to the City an administrative fee in the amount necessary to reimburse the City for its reasonable costs and expenses in reviewing the Subdivision, including the drafting and negotiation of this Agreement. The Developer shall not be responsible for reimbursing the HRA or the City
with respect to the costs and fees (including any administrative time) incurred by the City and the HRA with respect to title clearance matters relating to the Property and vacations of any easements necessary in order for the Developer to be able to develop the Property. The Developer agrees to reimburse the City in full for such reasonable costs within 45 days after notice in writing by the City. The Developer agrees to reimburse the City for the reasonable cost incurred in the successful enforcement of any provision of this Agreement, including reasonable engineering and attorneys’ fees. In the event either party hereto initiates a lawsuit or other proceeding to resolve a dispute arising hereunder, the prevailing party in such dispute (i.e. the party whose position is substantially upheld) shall be entitled to reimbursement from the non-prevailing party for all costs incurred in connection with such proceeding, including without limitation reasonable attorney fees.

15. **Developer’s Default.** In the event of default by the Developer as to construction or repair of any of the Developer Warrantied Improvements or any other work or undertaking required by this Agreement, and following the written notice and opportunity to cure provided for in Section 12 b) of this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the land within the Subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes Section 429.081.

16. **Insurance.** The Developer agrees to take out and maintain or cause to be taken out and maintained until six months after the City has accepted the Developer Warrantied Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer’s work or the work of its contractors or subcontractors. Liability limits shall not be less than $1,000,000 when the claim is one for death by wrongful act or omission or for any other claim and $2,000,000 for any number of claims arising out of a single occurrence. The City shall be named as an additional insured on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.

17. **No Building Permits Approved; Certificates of Occupancy.** a) Approvals granted herein by the City regarding the Subdivision do not include approval of a building permit for any structure within the Subdivision. The Developer must submit and the City must approve building plans prior to an application for a building permit for a structure on any lot within the Subdivision. Prior to building permit issuance for each structure within the
Subdivision, a certificate of survey for such parcel must be submitted to the City for review and approval by the Building Department. The Certificate of Survey must include a certification by the builder that the construction of the structure is consistent with this Agreement and all exhibits attached hereto, and shall further contain the following information:

1. Topography with two foot contour intervals for existing and proposed grades. Topography must be field verified;
2. Location of structures with finished floor elevations;
3. Retaining walls (type, height, and type of details);
4. Location of existing and proposed public and private utilities including sewer, water, gas, and electric lines;
5. Detailed grading plans, including spot elevations at all property corners, drainage swales with slopes identified, and proposed driveway slope;
6. No construction or grading within any conservancy easement area;
7. No steepening of the natural slopes and walk out levels that meet natural grade;
8. Engineered design for footing, foundation, and retaining walls;
9. All easements of records; and
10. Adjacent streams, rivers, wetland, ponds, etc. for each.

All building pads must be certified prior to initiation of construction of a home on a lot. The Developer or the party applying for a building permit shall be responsible for payment of the customary fees associated with the building permit and all other deferred fees as specified in this Agreement.

b) No certificate of occupancy shall be issued for any home constructed in the Subdivision unless prior thereto the lot has been graded and all landscaping installed in accordance with the Plans, the driveway has been installed, the footing drain tile or sump pump, if any, is discharging in an approved location and the water service valve is in proper working order. In cases in which seasonal weather conditions make compliance with these conditions impossible, the City may accept an escrow of sufficient amount to ensure completion of the work during the following construction season.

c) Notwithstanding anything herein to the contrary, the City agrees to issue building permits for model homes based on acceptance of public street and utility improvements for the Subdivision and prior to installation of the Developer Warrantied Improvements for the lots shown on the attached Exhibit D.

18. **Clean up and Dust Control.** The Developer shall clean dirt and debris on all streets internal and adjacent to the site on a daily basis resulting from construction work by the Developer, its contractors, agents or assigns, including any party constructing houses within the Subdivision. Prior to any construction within the Subdivision, the
Developer shall identify to the City in writing a responsible party for erosion control, street cleaning, and street sweeping. The Developer shall provide dust control to the satisfaction of the City’s engineer throughout construction within the Subdivision.

19. Compliance with Laws; Applicable Law. a) The Developer agrees to comply with all laws, resolutions, ordinances, regulations and directives of the State of Minnesota and the City applicable to the Subdivision. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits for lots within the Subdivision.

b) This Agreement shall be construed according to the laws of Minnesota.

20. Agreement Runs With the Land. This Agreement shall run with the Subdivision and shall be recorded against the title thereto and shall bind and inure to the benefit of the City and the Developer and their successors and assigns. The Developer’s successor in title may be responsible for obligations under this Agreement as required by the City. The Developer warrants that there are no unrecorded encumbrances or interests relating to the Subdivision. The Developer agrees to indemnify and hold the City harmless for any breach of the foregoing covenants.

21. Indemnification. The Developer hereby agrees to indemnify and hold the City and its officers, employees, and agents harmless from claims made by third parties for damages sustained or costs incurred resulting from any wrongful act or negligence of the Developer, its agents, employees, or contractors, taken pursuant to this Agreement. The Developer hereby agrees to indemnify and hold the City and its officers, employees, and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including reasonable attorneys’ fees, except matters involving procedural errors in violation of law or acts of negligence by the City, its agents, employees, or contractors.

22. Assignment. The Developer may not assign this Agreement to any party other than an entity controlled by the Developer without the written permission of the City, which permission shall not be unreasonably denied, conditioned or delayed. No such assignment shall be effective unless the assignee assumes in writing all obligations of the Developer under this Agreement and the documents related thereto and evidencing such assumption shall be in a form reasonably acceptable to the City. The obligation of the Developer or assignee shall continue in full force and effect even as the Developer or assignees allowed hereunder sells lots within the Subdivision.

23. Notices. Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested:
a) as to Developer:

Centra North, LLC
11460 Robinson Drive NW
Minneapolis, MN 55433
Attention: Dale R. Wills

with a copy to:

Beisel & Dunlevy, P.A.
730 Second Avenue South, Suite 282
Minneapolis, MN 55402
Attention: Thomas M. Hart

b) as to City:

City of Coon Rapids:
11155 Robinson Drive
Coon Rapids, MN 55433
Attention: City Manager

with a copy to:

Sarah J. Sonsalla
Kennedy & Graven
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

or at such other address as either party may from time to time notify the other in writing in accordance with this section. The Developer shall notify the City if there is any change in its name or address.

24. **Severability.** In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other section or provision of this Agreement.

25. **Non-waiver.** Each right, power or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.
26. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

27. **Modification.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by an authorized representative of the other party. It is understood that subsequent amendments to this Agreement may be necessary to complete the understandings of the parties relating to necessary improvements and uses of the Property.

28. **Construction Times.** All construction activities must be confined to the following hours of operation:

   - **Monday – Friday:** 7:00 a.m. until 10:00 p.m.
   - **Saturday:** 8:00 a.m. until 6:00 p.m.
   - **Sunday:** Not allowed unless it is an emergency situation and permission from the City is received.

   This does not apply to activities that are required on a 24 hour basis such as dewatering, etc. Any deviation from the above hours is subject to the approval of the City Manager or his designee.

29. **Warrant of Authority.** The Developer warrants and guarantees that it has the authority to enter into this Agreement and to make it a covenant on the Property binding all current and future owners.

30. **Certificate of Completion.** Upon completion of the obligations contained in this Agreement to construct the Developer Improvements, the City agrees to execute a Certificate of Completion certifying that the Developer Improvements have been completed as required by this Agreement. The Developer may record the Certificate of Completion in the chain of title for the Property. The City shall use reasonable efforts to provide the Certificate of Completion as soon as practicable and will not unreasonably withhold issuance of either document.
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF COON RAPIDS

By: ________________________________
    Jerry Koch, Mayor

By       ______________________________
    Matt Stemwedel, City Manager

STATE OF MINNESOTA    )
) ss
COUNTY OF ANOKA      )

The foregoing instrument was acknowledged before me this ___ day of __________, 2019, by Jerry Koch and Matt Stemwedel, the Mayor and City Manager, respectively, of the City of Coon Rapids, a Minnesota municipal corporation, on behalf of the municipal corporation.

______________________________
Notary Public
CENTRA NORTH, LLC

By: ____________________________

Its: ____________________________

STATE OF ____________) ss
COUNTY OF ____________) ss

The foregoing instrument was acknowledged before me this ___ day of
__________ 2019, by _______________, the _______________ of Centra North, LLC, a
Nevada limited liability company, on behalf of the limited liability company.

_________________________
Notary Public

This document drafted by:
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300 (SJS)
EXHIBIT A TO
DEVELOPMENT AGREEMENT

Legal Description of the Subdivision

The land to which this Development Agreement applies is legally described as follows:

[insert new platted legal description of the property]
EXHIBIT B TO
DEVELOPMENT AGREEMENT

List of Plan Documents

The following Plan sheets constitute the Plans, all of which are dated _____________ and were prepared by __________________:

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EXHIBIT C
TO DEVELOPMENT AGREEMENT

Estimated cost of the Developer Improvements for purposes of calculation of the Letter of Credit is as follows:

$  
$  
$  
$  
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$  
$  
$  
$  
$  

Based on the above and an evaluation of the maximum risk exposure for the City, the Letter of Credit shall be $________________.
EXHIBIT D
TO DEVELOPMENT AGREEMENT

Location of Model Homes
Item #9 on the September 17 Council agenda involves consideration of a Development Agreement with Centra North LLC for the Port Riverwalk redevelopment project. Staff has continued to work with the City’s development counsel on the details of the agreement and has concluded there are a few additional details to work out. Therefore, Staff recommends that the Council postpone consideration of this item to the October 1, 2019 meeting.