City Council – Regular Meeting
Monday, December 5, 2016 - 7:00 p.m.
Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
   3.1 November 15, 2016 Special Mtg.
   November 21, 2016 Regular Mtg.

4. **OPEN FORUM** **The open forum is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and address for the record. Rules of Conduct as listed in the public folder provided at the entrance of the Council Chambers must be adhered to.*
   4.1 Brad Holmbo; Anoka Car Show.
   4.2 Downtown Security/City-wide Activity.

5. **PUBLIC HEARING(S)**
   5.1 Amendment to City Charter.
   ORD/Amending Anoka City Charter. (1st reading)

   5.2 Cable Franchise Agreement with Qwest Broadband Services, Inc., dba; CenturyLink for the Purpose of Providing Cable Service.
   ORD/Approving a Franchise Agreement with Qwest Broadband Services, Inc., dba; CenturyLink. (2nd reading)

   5.3 2017 City Levy & Budget.

6. **CONSENT AGENDA**
   6.1 Verified Bills.
   6.2 Revising & Setting Council Calendars.

7. REPORTS OF OFFICERS, BOARDS & COMMISSIONS

7.1 Parks & Recreation Board; Annual Aquatic Center Report.

7.2 Planning Items:

7.2.A ORD/Amending Chpt 74, Article IX, Division I, Section 74-488, Walls, Fences, and Hedges, A-2016-21. (2nd Reading)
RES/Summary Resolution Amending Chpt 74, Article IX, Division I, Section 74-488, Walls, Fences, and Hedges,

7.2.B ORD/Amending Chpt 74, Article I, Definitions and Article V, Division 3, Section 74-236, B-1 Highway Business District, A-2016-27. (2nd Reading)
RES/Summary Resolution Amending Chpt 74, Article I Definitions and Article V, Division 3, Section 74-236, B-1 Highway Business District

7.2.C ORD/Rezoning; 11th Avenue and North Street, City of Anoka, A-2016-22. (2nd Reading)

7.2.D ORD/Rezoning; State Avenue and Highway 10, City of Anoka, A-2016-25. (2nd Reading)

7.2.E ORD/Rezoning; Garfield Street, City of Anoka, A-2016-26. (2nd Reading)

8. PETITIONS, REQUESTS & COMMUNICATION

9. ORDINANCES & RESOLUTIONS

9.1 ORD/Amending Anoka City Charter. (1st reading) (ACTED UPON AFTER PUBLIC HEARING)

9.2 ORD/Granting a Franchise To and Approving a Franchise Agreement with Qwest Broadband Services, Inc., dba; CenturyLink, for Construction, Operation and Maintenance of a Cable System in the City of Anoka. (2nd Reading) (ACTED UPON AFTER PUBLIC HEARING)

9.3 ORD/2017 Master Fee Schedule (1st reading)

9.4 ORD/Sale of Property; North Street Site Purchase Agreement. (2nd reading)

9.5 ORD/Approving the 2nd Amendment to the Woodbury Lease/Mad Hatter Tea Room. (1st reading)

9.6 RES/Declaring City Council Vacancy and Making an Appointment to Fill Vacancy.

9.7 RES/Authorizing the Bypassing of the Competitive Bidding Process for the Emergency Repair of the Champlin Substation Transformer.

9.8 RES/Declaration of Hazardous Property & Public Nuisance; 734 Jackson St.

10. UNFINISHED BUSINESS

11. NEW BUSINESS

11.1 Annual Appointments to City Boards & Commissions.

12. UPDATES & REPORTS

12.1 Tentative Agendas.

ADJOURNMENT

COUNCIL MEMO FORM

3.1

Meeting Date	12-05-2016
Agenda Section	Council Minutes
Item Description	Various City Council Meeting Minutes
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

Included in your packet are minutes (s) of previous Council meetings, worksessions, special meetings, etc. Minutes must be approved by the City Council and are kept permanently in the official City Council Minute Book.

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

Approval of minutes.

SPECIAL MEETING OF THE ANOKA CITY COUNCIL
ANOKA CITY HALL COUNCIL CHAMBERS
WEDNESDAY, NOVEMBER 15, 2016, AT 5:00 P.M.

The meeting was called to order at 5:00 p.m. by Mayor Pro Tem Jeff Weaver.

Present: Mayor Pro Tem Weaver, Councilmembers; Anderson and Freeburg. Mayor Rice arrived at 5:45 p.m.
Absent: Councilmember Steve Schmidt.
Staff: City Manager Greg Lee, Deputy Community Development Director Doug Borglund, City Attorney Scott Baumgartner and City Clerk Amy Oehlers.

3.1 Canvass of November 8, 2016 Municipal General Election Results.
RESOLUTION NO. 2016-083

This portion of the meeting was held for the purpose of canvassing election returns of the Tuesday, November 8, 2016 Municipal General Election, pursuant to Section 4.08 of the Anoka City Charter.

City Clerk, Amy Oehlers reviewed the City election returns from the eight precincts for the position of Mayor and two seats on the City Council. Ms. Oehlers presented a summary of the results.

Number of persons registered as of 7 a.m.	10,124
Number of Election Day Registrations	1,261
Number of accepted regular, military, Presidential, Federal and overseas absentee ballots and mail ballots	1,943
Total number of ballots cast	8,744

	PRECINCTS								TOTAL
	1	2	3	4	5	6	7	8	
MAYOR									
Phil Rice	640	893	916	887	716	861	802	810	6,525
Write In	26	28	29	22	43	31	35	39	253
COUNCIL MEMBER									
Mark Freeburg	511	796	726	739	610	669	599	652	5,302
Steve Schmidt	479	727	624	653	537	619	550	578	4,767
Write In	40	26	16	20	29	48	33	24	236

City Clerk Oehlers also reviewed the activities related to the November 2016 Election. Oehlers advised that for future elections, the City must make changes to the operation and location of Absentee and Early voting activities. Oehlers advised that there was a very large increase in individuals wanting to vote early and that the current location and design of the City Hall Main Entrance is not sufficient nor capable of handling absentee/early voting in the future. Oehlers will work the City Manager and appropriate staff to address this issue so that future Absentee/Early voting activities will be efficiently and appropriately managed at City Hall.

City Manager Greg Lee advised the Council that he has had conversations with City Manager's from other neighboring cities, whom all expressed the same sentiment of concern on the ability and design of their City Halls being able to handle Absentee/Early voting.

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A motion was made by Councilmember Freeburg and seconded by Councilmember Anderson to adopt the Resolution Canvassing the Municipal Election Returns for the November 8, 2016 General Election. Vote taken: All ayes.

The following named persons, having received the most votes for their respective positions, are declared winners of the Municipal General Election:

Mayor: Phil Rice
Councilmembers: Mark Freeburg and Steve Schmidt

Ms. Oehlers provided the Council with additional election statistics, results, ballot samples, etc., regarding elections for the City of Anoka. This was provided for informational purposes only.

3.2 ORD/Property Exchange & Development Agreement with AD Center, LLC. (2nd Reading).

Community Development Director Doug Borglund presented an Ordinance Approving a Property Exchange and Development Agreement between the City of Anoka and AD Center, LLC.

The Introduction and First Reading of the Ordinance was held at the November 7, 2016 Regular City Council meeting.

A motion to hold the Second Reading and adopt the Ordinance was made by Councilmember Anderson. Motion was seconded by Councilmember Freeburg. Vote taken: All ayes.

ADJOURNMENT

There being no further business to come before the Anoka City Council at this Special Meeting, the Anoka City Council adjourned the Special Meeting at 6:00 p.m.

Prepared and Submitted by,
Amy T. Oehlers, City Clerk

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REGULAR MEETING OF THE ANOKA CITY COUNCIL
ANOKA CITY HALL
CITY COUNCIL CHAMBERS
NOVEMBER 21, 2016

1. CALL TO ORDER

Mayor Rice called the meeting to order at 7:00 p.m., followed by the Pledge of Allegiance.

2. ROLL CALL

Present at roll call: Mayor Rice, Councilmembers Anderson, Freeburg (arrived at 7:04 p.m.), and Weaver.

Staff present: City Manager Greg Lee; Deputy Community Development Director Doug Borglund; Police Captain Eric Peterson; Associate Planner Clark Palmer; Associate Planner Stephanie Rouse; Finance Director Lori Yager; City Attorney Scott Baumgartner; and Recording Secretary Cathy Sorensen.

Absent at roll call: Councilmember Schmidt.

3. COUNCIL MINUTES

3.1 Minutes of November 7, 2016, Regular Meeting.

Motion by Councilmember Weaver, seconded by Councilmember Anderson, to waive the reading and approve the November 7, 2016, Regular Meeting minutes.

Vote taken. All ayes. Motion carried.

4. OPEN FORUM

4.1 Downtown Security/City-Wide Activity.

Police Captain Eric Peterson gave an update to the Council stating the City is continuing security efforts in the downtown area and will continue to evaluate times, locations and need for adjustments. He noted the City recently lost three security patrols to full-time licensed police officer positions in other cities but that staff will be interviewing soon to get new staff hired and trained, adding in the meantime they intend to utilize part-time staff to supplement as needed.

Captain Peterson recapped a recent pursuit event that involved a shooting suspect from East Bethel. He said the pursuit ultimately concluded at 7th Avenue and Highway 10 where the suspect fled on foot causing roads to be blocked for several hours. Captain Peterson said he was thoroughly impressed with the

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cooperation from State and County agencies, stating all worked well to protect the scene and keep citizens safe during this high-speed chase.

Councilmember Weaver said all aspects of the event were well controlled, from the closure of Highway 10 and portions of Main Street to consideration of school closures if necessary. Captain Peterson said schools were not closed because they never lost sight of suspect but stated they would have closed if necessary and had in fact contacted the schools to notify parents and others about the traffic delays. He thanked Public Works and Fire Department personnel for their quick action as well.

Councilmember Freeburg said he was amazed at the amount work done after the fact as part of the investigation and thanked everyone for their hard work.

4.2 Michael Steel, 2733 Rivers Bluff Lane, shared how pleased he and his wife are about moving to Anoka, citing reasons being the new Eagle Brook Church, road improvements by Culvers, Kings Island, Mississippi River Trail bicycle path, and the friendliness and professionalism of the City's building inspector. He complimented the residents of Weston Woods and thanked the City for being friendly and welcoming.

Ed Evans, 1186 Benton Street, inquired about the Council item to authorize the City to bypass bidding requirements for a recent substation repair in Champlin. City Manager Greg Lee noted the item addressed an emergency repair for a power station and that the Director of Electric Utility wanted to gather all the details before presenting to the Council on a future agenda.

5. PUBLIC HEARING(S)

5.1 Sanitary Sewer Rate Increase 2017.
RES/Approving a Sanitary Sewer Rate Increase for 2017.

RESOLUTION

Finance Director Lori Yager shared a staff report with background information stating annually the City Council reviews the City's utility rates during the budget process. For 2017, staff is recommending an increase in the sewer utility rate beginning in January. The proposed increase should generate about $150,000 additional revenues and projected working capital balance is projected to be $680,000, compared to $1.3 million two years ago. The proposed increase in the sewer rate is $1.20 per month for the average water user for residential properties which is approximately a 6.3% increase in an average monthly sewer utility charge.

Mayor Rice opened the public hearing at 7:26 p.m.

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Mr. Evans agreed with the need to increase the fees and said it would be helpful to explain how the sewer rate is calculated as well as how multiple unit building rates are calculated. Ms. Yager said the sewer rate charged is per 100 cubic feet of water or $3.56/1,000 gallons which is averaged out over the winter months. She stated apartments or commercial buildings are charged a flat rate but are still charged on a per gallon usage.

Being no further comments Mayor Rice closed the public hearing at 7:33 p.m.

NOTE: By motion from Councilmember Weaver, which was seconded by Councilmember Freeburg, and by a unanimous vote of the Council, agenda item 9.1 was moved up on the agenda and acted upon at this point.

Councilmember Freeburg said the City is responsible in increasing rates when needed and only for needed repairs and that staff does a great job calculating what is necessary.

Motion by Councilmember Anderson, seconded by Councilmember Freeburg, to adopt a resolution relating to adoption of a sewer utility rate increase for 2017.

Upon a roll call vote: Mayor Rice, Councilmembers Anderson, Freeburg, and Weaver voted in favor. Motion carried.

5.2 Stormwater Rate Increase.
RES/Approving a Stormwater Rate Increase.

RESOLUTION

Ms. Yager shared a staff report with background information to the Council stating the most recent stormwater rate increase was in 2016. At that time, rates went up only $.12 per month. The reason behind the very small increase was that Finance reviewed the City Code Chapter 66, Article V language which limited the rate increase for stormwater to a maximum of 4% annually. However, this chapter was amended via Ordinance #2007-1326 in 2007, recommending that the rate changes follow Chapter 12 of the charter and the limitation language was stricken from the Code. Finance is now recommending an increase in this rate to reduce future debt service needs and to provide resources for the street renewal projects included in the Capital Improvement Plan forecasts. The proposed increase should generate about $70,000 additional revenues annually and the City will need to consider issuing storm water revenue bonds in 2018 to complete the planned capital projects. The proposed increase in the storm water rate is $0.43 per month per residential lot with the other categories.

Mayor Rice opened the public hearing at 7:35 p.m.

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Mr. Evans asked how the stormwater rate is calculated. Ms. Yager said the rate is based on the size and impervious amounts of individual lots.

Councilmember Weaver inquired what the funds go towards. Mr. Lee said the funds are related to treating and conveying stormwater as the Street Renewal Program (SRP) adds more stormwater and the need for volume control.

Mayor Rice asked if the funds go towards grates and curb and gutter. Mr. Lee said the funds are not applied to curb and gutter but for the catch basins underneath.

Councilmember Freeburg said oils, sand and salt end up in the catch basins and is a large source of contaminants.

Being no comments Mayor Rice closed the public hearing at 7:41 p.m.

NOTE: By motion from Councilmember Freeburg, which was seconded by Councilmember Weaver, and by a unanimous vote of the Council, agenda item 9.1 was moved up on the agenda and acted upon at this point.

Motion by Councilmember Weaver, seconded by Councilmember Anderson, to adopt a resolution relating to adoption of a stormwater utility rate Increase for 2017.

Upon a roll call vote: Mayor Rice, Councilmembers Anderson, Freeburg, and Weaver voted in favor. Motion carried.

Mayor Rice noted some people may be critical of the expanded budget but said the City has been taking advantage of pricing for the work done, adding Anoka is an older city and has a need for new infrastructure. He said the goal is to get the streets repaired.

Mr. Lee agreed, stating the Council did accelerate the SRP into 2016, 2017, and 2018 in order to get caught up with the streets.

6. CONSENT AGENDA

Motion by Councilmember Freeburg, seconded by Councilmember Anderson, to approve Consent Agenda 6.1 through 6.2.

6.1 Approved Verified Bills.

6.2 Revising and Setting Council Calendars.

Vote taken. All ayes. Motion carried.

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7. REPORTS OF OFFICERS, BOARDS AND COMMITTEES

7.1 Planning Items.

7.1.A ORD/Amending Chapter 74, Article IX, Division 1, Section 74-488, Walls, Fences, and Hedges, A-2016-21.
(1st Reading)

Associate Planner Stephanie Rouse shared a staff report with background information to the Council stating fence permits are common applications for the City of Anoka. City Code does not address fence materials allowed by the City; however, two most common materials used by applicants are chain link and wood. Currently, the only material discussion is Section 74-488 (h) and states "Cloth or canvass fences shall not be allowed. Barbed wire is not allowed in any residential district but may be installed in commercial or industrial districts…" The lack of direction within the Code has created interpretation issues for staff and has allowed unattractive fence materials to be used. This summer, staff processed a code enforcement complaint from neighboring property owners concerned about the substandard materials used to construct the fence and amending the ordinance would provide clear rules for staff to pursue this and future complaints. Ms. Rouse stated the Planning Commission approved the amendment but said language regarding composite materials did not include plastic and should be changed to either composite/plastic or simulated wood.

Motion by Councilmember Freeburg, seconded by Councilmember Weaver, to hold first reading of an ordinance amending Chapter 74; Article IX, Division 1, Section 74-488, Walls, Fences, and Hedges of the Code of the City of Anoka, Minnesota.

Mayor Rice said this is a housekeeping item to help clarify the type of fence materials that can be used.

Councilmember Weaver asked how staff would like the language amended. Ms. Rouse said staff will bring forward suggestions for second reading.

Mayor Rice said that composite including plastic would be the most clear but said language will be clarified at second reading.

Upon a roll call vote: Mayor Rice, Councilmembers Anderson, Freeburg, and Weaver voted in favor. Motion carried.

7.1.B ORD/Amending Chapter 74, Article V, Division 2, Section 74-236, B-1 Highway Business District, A-2016-27.

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(1st Reading)

Ms. Rouse shared a staff report with background information to the Council stating when the original zoning code was written, the concept of wellness centers was not developed. Today, wellness centers are common business types that offer a range of services in one location. The proposed zoning text amendment would allow for wellness centers as a permitted use within the B-1 Highway Business District as well, a use that is similar to existing permitted uses within the district and would be established for the convenience of the community, providing multiple health related businesses at one location. Along with the proposed addition of wellness centers, the permitted uses have been reorganized in alphabetical order to provide easier reference.

Motion by Councilmember Weaver, seconded by Councilmember Anderson, to hold first reading of an ordinance amending Chapter 74; Article V, Division 3, Section 74-236, B-1 Highway Business District of the Code of the City of Anoka, Minnesota.

Upon a roll call vote: Mayor Rice, Councilmembers Anderson, Freeburg, and Weaver voted in favor. Motion carried.

7.1.C <u>RES/Comprehensive Plan Amendment; 11th Avenue and North Street, City of Anoka, A-2016-22.</u>

RESOLUTION

Ms. Rouse shared a staff report with background information to the Council stating the City-owned property located at the northeast corner of 11th Avenue and North Street has been identified for conversion from a City-owned tax exempt property to an income producing lot in pursuit of the City's goal to increase revenues. The two-acre parcel is part of a larger 53-acre site owned by the City. The delineated wetland northeast of the parcel will be protected by a 16.5-foot buffer and the stormwater retention pond to the northwest enlarged as part of the proposed townhome development. The City is holding the first reading of the ordinance to approve the purchase agreement for the sale of the site December 5th with a February real estate closing proposed. The application consists of a land use plan amendment to General Commercial and rezoning from R-3 Medium and High Density Residential to B-1 Highway Business.

Councilmember Freeburg said he is pleased to see this change.

Councilmember Weaver said it would be interesting to review the City's goal of placing properties back on the tax rolls and how much money and

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projects have been generated over last few years, stating the progress has been commendable.

Councilmember Freeburg said people sometimes wonder why a church is going in at the former K-Mart site instead of a tax-paying use and said the City cannot dictate who an owner sells their property to but that the City has brought more taxable property online than ever with over $18 million invested in Anoka.

Motion by Councilmember Anderson, seconded by Councilmember Weaver, to adopt a resolution approving a Comprehensive Land Use Plan map amendment.

Upon a roll call vote: Mayor Rice, Councilmembers Anderson, Freeburg, and Weaver voted in favor. Motion carried.

ORD/Rezoning; 11th Avenue and North Street, City of Anoka, A-2016-22. *(1st Reading)*

Motion by Councilmember Anderson, seconded by Councilmember Weaver, to hold first reading of an ordinance amending Chapter74, Article III, Section 74-62 to the Code of the City of Anoka northeast Corner of 11th Avenue and North Street.

Upon a roll call vote: Mayor Rice, Councilmembers Anderson, Freeburg, and Weaver voted in favor. Motion carried.

7.1.D RES/Comprehensive Plan Amendment; State Avenue and Highway 10, City of Anoka, A-2016-25.

RESOLUTION

Ms. Rouse shared a staff report with background information to the Council stating the City of Anoka is proposing a 2030 Comprehensive Plan Land Use Map amendment and official zoning map amendment to approximately 1 acre of land located at the northwest corner of State Avenue and north of Highway 10. This parcel was identified and included in the 2010 Greens of Anoka Redevelopment Plan as a townhome redevelopment site. The application consists of a Comprehensive Plan Land Use Map Amendment to Medium Density Residential and rezoning from R-1 Single Family Residential to R-3 Medium and High Density Residential.

Mayor Rice commented on the work enhancing the beauty of the golf course and how this will be a win in many ways.

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Councilmember Freeburg said with the new developments there should be discussion about private golf carts and potential user fees. Mr. Lee said staff has had such discussions and is looking at the Highland Park area and making the area wider to allow for golf cart traffic trailway.

Councilmember Weaver noted that State Street should be State Avenue throughout.

Motion by Councilmember Weaver, seconded by Councilmember Freeburg, to adopt a resolution approving a Comprehensive Land Use Plan map amendment.

Upon a roll call vote: Mayor Rice, Councilmembers Anderson, Freeburg, and Weaver voted in favor. Motion carried.

ORD/Rezoning; State Avenue and Highway 10, City of Anoka A-2016-25.
(1st Reading)

Motion by Councilmember Anderson, seconded by Councilmember Freeburg, to hold first reading of an ordinance amending Chapter74, Article III, Section 74-62 to the Code of the City of Anoka, northwest corner of State Avenue and Highway 10.

Upon a roll call vote: Mayor Rice, Councilmembers Anderson, Freeburg, and Weaver voted in favor. Motion carried.

7.1.E RES/Comprehensive Plan Amendment; Garfield Street, City of Anoka, A-2016-26.

RESOLUTION

Ms. Rouse shared a staff report with background information to the Council stating Anoka is proposing a 2030 Comprehensive Plan Land Use Map amendment and official zoning map amendment to approximately 7.2 acres of land located on Garfield Street generally west of Euclid Avenue. It has been a general goal of the Anoka City Council to continue to seek ways to increase city revenues by adding tax exempt property to the tax rolls and reduce the burden on all Anoka tax payers. The application consists of a Comprehensive Plan Land Use Map Amendment to Medium Density Residential and rezoning to R-3 Medium and High Density Residential.

Councilmember Freeburg said this will create little niches that people will be attracted to that will result in some nice homes.

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Mr. Evans inquired about what is going across the street and taking the last lot as well as the effect on the cemetery entrance. Mayor Rice noted the roads are only proposed and will likely be moved on the revised site plan.

Mr. Lee said the concept plan shows Garfield Street being vacated and a new entrance into the Calvary Cemetery to the west and reconfiguring the entrance from the north, adding once Highway 10 goes away this will be the main entrance to the cemetery.

Motion by Councilmember Weaver, seconded by Councilmember Anderson, to adopt a resolution approving a Comprehensive Land Use Plan map amendment.

Upon a roll call vote: Mayor Rice, Councilmembers Anderson, Freeburg, and Weaver voted in favor. Motion carried.

ORD/Rezoning; Garfield Street, City of Anoka, A-2016-26.
(1st Reading)

Motion by Councilmember Freeburg, seconded by Councilmember Weaver, to hold first reading of an ordinance amending Chapter74, Article III, Section 74-62 to the Code of the City of Anoka north of Garfield Street, West of Euclid Avenue.

Councilmember Weaver said these actions will place non-generating property back on the tax rolls.

Upon a roll call vote: Mayor Rice, Councilmembers Anderson, Freeburg, and Weaver voted in favor. Motion carried.

8. PETITIONS, REQUESTS AND COMMUNICATION

None.

9. ORDINANCES AND RESOLUTIONS

9.1 RES/Approving a Sanitary Sewer Rate Increase for 2017.

ACTED UPON AFTER PUBLIC HEARING

9.2 RES/Approving a Stormwater Rate Increase.

ACTED UPON AFTER PUBLIC HEARING

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9.3 <u>ORD/Granting a Franchise to and Approving a Franchise Agreement with Qwest Broadband Services, Inc., dba; CenturyLink, for Construction, Operation and Maintenance of a Cable System in the City of Anoka.</u>
(1st Reading)

Karen George, QCTV, provided information on an ordinance approving a Franchise Agreement with Qwest Broadband Services, Inc., dba; CenturyLink, for the construction, operation and maintenance of a cable system in the City. Quad Cities Cable Communications Commission, on behalf of the member cities Andover, Anoka, Champlin, and Ramsey, has accepted from CenturyLink (parent Company Qwest Broadband Services, Inc.) an application to provide cable television services in the Quad Cities service area. Commission staff and legal counsel have reviewed of the application; legal financial, and technical qualifications; and, completed negotiations with CenturyLink officials securing a franchise agreement that encompasses like features and obligations as the Comcast franchise agreement. The CenturyLink franchise will allow market competition offering cable television services currently serviced by incumbent operator Comcast. The Commission passed a resolution on October 20, 2016, recommending approval of the CenturyLink franchise application and agreement by member cities.

Ms. George said CenturyLink will offer similar channel selections through the 10-year agreement and will have a customer service location in the service area. She said the agreement indemnifies the City against future litigation and provides services to some public buildings, adding build-out of the cable systems is outlined in the agreement.

Councilmember Weaver said he is pleased to have competition but has concerns about the build-out. Ms. George commented that CenturyLink is in the right-of-way now and that the additional service will be carried out on current infrastructure.

Patrick Haggerty, CenturyLink Government Affairs Director, said the franchise is not intended to change CenturyLink but continue the offerings.

Councilmember Weaver asked if the result will tear up brand new streets over time. Mr. Haggerty said no as they work to find the most economical way to provide service by pulling copper back and taking fiber further and leverage existing infrastructure in rights-of-way.

Councilmember Weaver asked if the aerial infrastructure will continue to exist. Mr. Haggerty said they intend to tether fiber to the existing copper already present and will do so in accordance with City property.

Councilmember Weaver inquired if the agreement fully protects the City. City Attorney Scott Baumgartner said the agreement is very solid and complimented

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everyone involved the draft. He noted the agreement allows the City to relocate lines if necessary.

Mayor Rice said cable is offered to 15% of Anoka through telephone lines and allows upgrades as possible and asked about the plan for fiber optic in the City and private residential that has fiber optic for their telephone lines. Mr. Haggerty said 15% is minimal and that they expect that percentage to exceed that figure within six months. He said they have the ability to recover revenue to continue to reinvest in that network and hope to grow that potential customer base. Mr. Haggerty noted the policy is to have copper only in the green field which will help, adding the 2017 capital plan includes a lot more fiber across the Twin Cities.

Ms. George commented on billing and PEG fees that subscribers will see if they choose CenturyLink as their service.

Mayor Rice inquired about local government access where residents do not have to subscribe but can still view it. Ms. George said there is a universal tier access with Comcast that would trigger the requirement for CenturyLink to provide as well.

Motion by Councilmember Freeburg, seconded by Councilmember Anderson, to hold first reading of an ordinance granting a franchise to Qwest broadband services, Inc. d/b/a CenturyLink, to construct, operate, and maintain a cable system in the City of Anoka, Minnesota for the purpose of providing cable service; setting forth conditions accompanying the grant of the franchise; providing for regulation and use of the system and the public rights-of-way in conjunction with the City's right-of-way ordinance, if any, and prescribing penalties for the violation of the provisions herein.

Upon a roll call vote: Mayor Rice, Councilmembers Anderson, Freeburg, and Weaver voted in favor. Motion carried.

Mayor Rice thanked CenturyLink for investing in the City. Mr. Haggerty thanked the Council for their support and complimented the Commission on their work.

9.4 <u>RES/Acknowledge that the City of Anoka is the Sole Owner of the Anoka Dam for the Lower Rum River Watershed Management Organization.</u>

RESOLUTION

Mr. Lee shared a staff report with background information to the Council stating on March 11, 1935 the City of Anoka purchased the dam and flowage rights from Pillsbury Flour Mill and became the sole owner of the dam. As the owner, the City has been and continues to be responsible for the ongoing operations, maintenance, repair and replacement of the dam. In September of 1995, the cities of Anoka, Andover, Ramsey, and Coon Rapids approved a Joint Powers

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Agreement for the establishment of the Lower Rum River Watershed Management Commission (LRRWMO) and in October 2011 the LRRWMO adopted the Third Generation Watershed Management Plan. He said the resolution formally recognizes that the City will continue to be the sole owner of the dam and as the owner is solely responsible for the ongoing operations, maintenance, repair and replacement of the dam.

Councilmember Freeburg asked who pays if there is a problem with the dam. Mr. Lee said the City of Anoka would pay with no participation from other cities, same as the bridge.

Councilmember Weaver said at some point in the future, this dam could be a regional asset for protection from invasive species for the Mille Lacs waters and may need to be readdressed.

Mr. Lee noted operation and flowage rights were documented in 1935.

Motion by Councilmember Anderson, seconded by Councilmember Weaver, to adopt a resolution acknowledging that the City of Anoka is the sole owner of the Anoka Dam for the Lower Rum River Watershed Management Organization.

Upon a roll call vote: Mayor Rice, Councilmembers Anderson, Freeburg, and Weaver voted in favor. Motion carried.

9.5 ORD/Amending Chapter 1, Article II; Administrative Citations and Penalties, Section 1-23 Administrative Hearing.
(2nd Reading)

ORDINANCE

Associate Planner Clark Palmer shared a staff report with background information to the Council stating first reading of this ordinance was held on November 7 and at that time Council requested that staff provide additional options for Council to consider including no changes to the current ordinance language with no fee required, implementing a small non-refundable fee due at the time a hearing is requested, the non-prevailing party shall be responsible for the full cost of the appeal, and combine Options 2 and 3 to include the requirement that a small non-refundable fee be paid at the time a hearing is requested in addition to the losing party being responsible for the cost of the appeal. Mr. Palmer said staff is recommending option 4 that would include the requirement that a small non-refundable fee be paid at the time a hearing is requested in addition to the losing party being responsible for the cost of the appeal.

Councilmember Anderson left the dais at 8:36 p.m. and returned at 8:40 p.m.

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Mayor Rice asked about the typical administrative citation process and the average cost of appeals. Mr. Palmer said the average cost is $930/appeal but only includes attorney's fees and not staff time.

Mayor Rice asked if the citation can be moved to Anoka County court. Mr. Palmer said at any time during the process the case can be moved to Anoka County court.

Mayor Rice said we are invested in the process and very satisfied with the result but that it is not reasonable to have someone consider an appeal and pay a small fee plus $500 and would encourage the Council in order to reduce the number of appeals and make the fee for an appeal larger which would reduce the number of appeals. Mr. Baumgartner said when the initial citation is issued the individual either elects a hearing officer or County court and if they do not like the result at appeal to the Council they can go to district court. He said making the fee higher allows someone to opt to go right to the court process which would be fine but does little to initiate clean-up. He said administrative court offers more discretion, adding the goal is not to fine but to clean up the property.

Mayor Rice asked how long it takes before an additional administrative citation is issued. Mr. Baumgartner said usually right away as the emphasis is on clean-up. He said a judge is usually much more lenient and receptive to cities when proven that cities have worked with people showing we have tried.

Mayor Rice said fines usually get people's attention and that staff is recommending the new filing fee for an appeal is implemented and the resident is found to be in violation they pay the associated costs. Mr. Baumgartner said this is why staff is suggesting this code amendment.

Motion by Councilmember Freeburg, seconded by Councilmember Anderson, to hold second reading and adopt an ordinance amending Chapter 1, Article II (Administrative Citations and Penalties), Section 1-23 (Administrative Hearing) of the Code of the City of Anoka, Minnesota with the Option #4 hybrid of non-refundable fee plus paying associated costs.

Upon a roll call vote: Mayor Rice, Councilmembers Anderson, Freeburg, and Weaver voted in favor. Motion carried.

<u>RES/Summary Resolution Amending Chapter 1, Article II; Administrative Citations and Penalties, Section 1-23 Administrative Hearing.</u>

RESOLUTION

Motion by Councilmember Weaver, seconded by Councilmember Anderson, to adopt a resolution approving publication of a summary ordinance Amending

DRAFT

Chapter 1, Article II (Administrative Citations and Penalties), Section 1-23 (Administrative Hearing) of the Code of the City of Anoka, Minnesota.

Upon a roll call vote: Mayor Rice, Councilmembers Anderson, Freeburg, and Weaver voted in favor. Motion carried.

9.6 ORD/Sale of Property; North Street Site Purchase Agreement.
(1st Reading)

Mr. Palmer shared a staff report with background information to the Council stating the City has been in discussions with William H. Urban regarding property known as city development site #9 or the North Street commercial development site. The applicant is requesting to construct a 9,000-square foot containing a Wellness Center and additional commercial space for lease. The 2-acre parcel will be platted as part of the 11th Avenue townhome project that is being sold by the City. The City has received an offer of $190,000.00 for the 2-acre parcel contingent upon the City Council's approval to enter into a purchase agreement. This would be a 2017 project. The City Attorney has reviewed the purchase agreement from a legal perspective and is satisfied.

Bill Urban, Work Out Bandits, explained the concept came about when working for Red Owl security catching shoplifters and the need to learn how to take care of himself which evolved into this business. He said their broker brought forward many sites including old gas stations but when he saw this sign he contacted the City right away. Mr. Urban distributed details about his business and proposed building to the Council.

Motion by Councilmember Weaver, seconded by Councilmember Anderson, to hold first reading of an ordinance to convey real property to William H. Urban.

Councilmember Freeburg noted that new townhomes will be constructed north of this site that may result in more business for the applicant.

Upon a roll call vote: Mayor Rice, Councilmembers Anderson, Freeburg, and Weaver voted in favor. Motion carried.

Mayor Rice thanked Mr. Urban for his investment in the City.

10. UNFINISHED BUSINESS

None.

11. NEW BUSINESS

11.1 Notification of Resignation; Councilmember Steve Schmidt.

DRAFT

Mr. Lee stated that on November 17, 2016, the City received notice of the resignation of Councilmember Steve Schmidt. City Charter Section 2.05 addresses the filling of a vacancy on the City Council including adopting a resolution declaring the vacancy and immediately appoint an eligible person to fill the vacated seat at the next regular City Election (2018) and the vacated seat shall be placed upon the ballot for the purpose of filling the vacated office for the remainder of its original term. The appointed person shall serve until the person elected qualifies for such office, and if the Council is unable to agree on an appointment to fill the vacancy within thirty (30) days from the occurrence of the fact giving rise to the vacancy, the Mayor shall appoint a person to fill the vacancy. The thirty-day (30) timeclock commences from the day that the City received notice of the resignation, November 17, 2016. If the Council does not make the appointment by December 17, 2016, the Mayor shall make the appointment. Mr. Lee stated the Council will discuss the vacancy process at their November 28, 2016 Worksession for action by December 5.

Councilmember Weaver said this is truly a sad day as Councilmember Schmidt has been an anchor with his fiscal knowledge and asked the community to keep him in their prayers. He said Councilmember Schmidt is an outstanding person with a remarkable history and will be missed on this Council.

Councilmember Anderson said Councilmember Schmidt made it easy for him on the Council because he trusted his expertise.

Mr. Evans said Councilmember Schmidt has served as Chair for the MMPA Board which handles millions of dollars each month. He said with Anoka as the second largest purchaser of power the City will need representation and would like to be part of the process to select a new Chair. He thanked Councilmember Schmidt for his service to the MMPA, Council, and the citizens of Anoka.

Councilmember Freeburg thanked Councilmember Schmidt for his service and wished him the best, stating he will be missed on the Council and that his prayers are with him.

Mr. Lee noted the Utility Advisory Board will be asked to reconvene to discuss how to get representation on the MMPA with the anticipated resignation of Councilmember Schmidt as Chair.

Mayor Rice said he is very fond of Councilmember Schmidt and is no truer than in his case. He said while this Council does not always agree we are very productive and Councilmember Schmidt has invested his life in Anoka with dollars, time, and talent and will be missed. He said his character has been due to his presence and guidance and thanked Councilmember Schmidt for all his work and wished him the best.

12. UPDATES AND REPORTS

DRAFT

12.1 Tentative Agenda(s).

The Council reviewed the tentative agendas of the upcoming Council meetings.

12.2 Staff and Council Input.

Councilmember Weaver invited the community to attend the annual Christmas tree lighting event on Saturday, December 3 which will include food, Santa Claus, hayrides, and bonfire.

Mr. Lee said based on actions tonight several items on the next regular meeting agenda will require a 4/5 vote of the Council and to let staff know if any members are unable to attend so the agenda can be amended.

13. ADJOURNMENT

Councilmember Freeburg, made a motion to adjourn the Regular Council meeting. Mayor Rice seconded the motion.

Vote taken. All ayes. Motion carried.

Time of adjournment: 9:10 p.m.

Submitted by: Cathy Sorensen, *TimeSaver Off Site Secretarial, Inc.*

Approval Attestation:

Amy T. Oehlers, City Clerk

DRAFT

COUNCIL MEMO FORM

4.1

Meeting Date	12-05-2016
Agenda Section	Open Forum
Item Description	Anoka Care Show; Brad Holmbo
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

Brad Holmbo of the Anoka Car Show will be at the meeting to give an overview of the car show activities for 2016.

COUNCIL MEMO FORM

4.2

Meeting Date	12-05-2016
Agenda Section	Open Forum
Item Description	Downtown Security/City-wide Activity

BACKGROUND INFORMATION

This item will be an Agenda Item on all Council agendas through December 2016.

The item is to provide an opportunity for Council to have a general discussion on items related to the Downtown security and other City-wide activity.

Please remember that any discussion that develops into the need for formal Council action should be placed on a future Regular or Special Meeting agenda.

COUNCIL DIRECTION REQUESTED

General discussion only.

COUNCIL MEMO FORM

5.1 & 9.1

Meeting Date	12-05-2016
Agenda Section	Public Hearings - Ordinances & Resolutions
Item Description	Public Hearing on Proposed Amendments to the City Charter ORD/Approving Amendments to the Anoka City Charter (1st reading)
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

At their annual meeting in October 2016 the Anoka Charter Commission reviewed proposed changes to the Charter, which were developed and presented by staff and the City Attorney.

While City Attorney, Scott Baumgartner and I were doing some research on meeting attendance by elected officials, we discovered, through State Statute and an Attorney General opinion that we need to amend a section of our Charter.

Currently, our Charter has this content (see underlined area):

City Charter Section 2.05 Vacancies in Elected Offices.

> *A vacancy in an elected office shall be deemed to exist in case of the failure of any person elected thereto to qualify on or before the date of the second regular meeting of the Council in the month of January following his/her election, or by reason of his/her death, resignation, removal from office, removal from the City, continuous absence from the City for more than three months, or conviction of a felony before or after his/her qualification, or by reason of his/her failure to perform any of his/her duties for a period of three months. In each such case, the Council shall, by resolution, declare a vacancy to exist and shall forthwith appoint an eligible person to fill the vacated seat.*

In reviewing the law and AG opinion, we determined that this underlined section of our Charter contradicts the MN Constitution.

A Mayor/City Councilmember may only be removed from office for the following:

A member no longer qualifies to serve in that office (i.e. moves from City), they are convicted of a felony which would disqualify them from holding the office, or other malfeasance, nonfeasance.

After a review and the unanimous vote by the Charter Commission at their October 11, 2016 meeting, it is recommended that the language be amended to read as follows:

"A vacancy in an elected office shall be deemed to exist in case of the failure of any person elected thereto to qualify on or before the date of the second regular meeting of the Council in the month of January following his/her election, or by reason of his/her death, resignation, removal from office, for malfeasance, or nonfeasance, removal from the City, conviction of a felony before or after his/her qualification, or for reasons prescribed by State Law."

Minn. Stat. § 410.12 addresses the process that must be followed to amend a City Charter.

Minn. Stat. § 410.012 Subd. 7. Allows an amendment to the Charter to be enacted by the City Council, by ordinance, after a public hearing is held.

FINANCIAL IMPACT
None.

COUNCIL ACTION REQUESTED

1. Request that the Mayor open the public hearing, take public comment, then close the public hearing.

2. *Motion to Introduce and Hold the First Reading of an Ordinance Amending the City Charter, Section 2.05.* Please be advised that the vote taken on this would be to allow the ordinance's Introduction and First Reading only. Formal action on the adoption of the amendment will occur at the 2nd Reading.

Please be advised for the 2nd reading, that the passage of a Charter Amendment will require an affirmative vote of all members of the City Council and that (*required by Minn. Stat. § 410.12, Subd 7*).

Please also be advised that Charter Amendments do not become effective until passage and ninety (90) days after publication.

2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

CITY OF ANOKA, MINNESOTA
ORDINANCE

ORD-2016-

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

Section 1: Pursuant to Minnesota Law, the Anoka City Charter and upon a review conducted by the Anoka Home Rule Charter Commission and City staff, Administrative Changes to the Anoka Home Rule Charter are hereby adopted, by an affirmative vote of a majority of the Anoka City Councilmembers present, to read as below, with stricken text deleted and underlined text inserted into existing code.

Section 2.05 Vacancies in Elected Offices.

A vacancy in an elected office shall be deemed to exist in case of the failure of any person elected thereto to qualify on or before the date of the second regular meeting of the Council in the month of January following his/her election, or by reason of his/her death, resignation, removal from office, for malfeasance, or nonfeasance, removal from the City, ~~continuous absence from the City for more than three months, or~~ conviction of a felony before or after his/her qualification, ~~or by reason of his/her failure to perform any of his/her duties for a period of three months. In each such case, the Council shall, by resolution, declare a vacancy to exist and shall forthwith appoint an eligible person to fill the vacated seat~~. or for reasons prescribed by State Law. In each such case, the Council shall, by Resolution, declare a vacancy to exist and shall forthwith appoint an eligible person to fill the vacated seat.

At the next regular City election, the vacated seat shall be placed upon the ballot for the purpose of filling the vacated office for the remainder of its original term. The appointed person shall serve until the person elected qualifies for such office. If the vacated office would have normally been filled at the next regular City election, the appointed person shall serve until the newly elected individual's term commences in January following the election and they have qualified for such office.

If the Council is unable to agree on an appointment to fill the vacancy within thirty (30) days from the occurrence of the fact giving rise to the vacancy, the Mayor shall appoint a person to fill the vacancy.

Section 2: This Ordinance shall be in full force and effective upon passage and ninety (90) days after publication.

Introduced: _____
Adopted: _____
Published: _____
Effective: _____

ATTEST:

_____
Phil Rice, Mayor

_____
Amy T. Oehlers, City Clerk

	Aye	Nay	Abstain	Absent
Rice				
Anderson				
Freeburg				
Weaver				

COUNCIL MEMO FORM

5.2 & 9.2

Meeting Date	12-05-2016
Agenda Section	Public Hearing and Ordinances & Resolutions
Item Description	ORD/Granting a Franchise To and Approving a Franchise Agreement with Qwest Broadband Services, Inc., dba; CenturyLink, for Construction, Operation and Maintenance of a Cable System in the City of Anoka. (2nd reading)
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

City Charter, Chpt 11, Section 11.03, requires that a Public Hearing be held before a franchise ordinance is adopted. Tonight you will hold the public hearing, hold the 2nd reading and adopt the Ordinance. A 4/5's vote of the Council is required for its passage.

This ordinance will be to adopt a Franchise Agreement with Qwest Broadband Services, Inc., dba; CenturyLink, for the construction, operation and maintenance of a cable system in the City.

The Quad Cities Cable Communications Commission, on behalf of the member cities Andover, Anoka, Champlin, and Ramsey, has accepted from CenturyLink (parent Company Qwest Broadband Services, Inc.) an application to provide cable television services in the Quad Cities service area. Commission staff and legal counsel have reviewed of the application; legal financial, and technical qualifications; and, completed negotiations with CenturyLink officials securing a franchise agreement that encompasses like features and obligations as the Comcast franchise agreement. The CenturyLink franchise will allow market competition offering cable television services currently serviced by incumbent operator Comcast. The Commission passed a resolution on October 20, 2016, recommending approval of the CenturyLink franchise application and agreement by member cities.

Included in your packet are the following documents:

- Commission Resolution
- Staff memo outlining the agreement
- Legal memo review of franchise application
- Ordinance & Franchise Agreement

City Attorney Scott Baumgartner has reviewed the proposed Franchise Agreement.

FINANCIAL IMPACT
Unknown.

COUNCIL ACTION REQUESTED
Hold the public hearing, hold the 2nd reading and adopt the Ordinance. A 4/5's vote of the Council is required for its passage.

2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

CITY OF ANOKA, MINNESOTA

ORDINANCE

ORD-2016-XXXX

AN ORDINANCE GRANTING A FRANCHISE TO QWEST BROADBAND SERVICES, INC. D/B/A CENTURYLINK, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF ANOKA, MINNESOTA FOR THE PURPOSE OF PROVIDING CABLE SERVICE; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY IN CONJUNCTION WITH THE CITY'S RIGHT-OF-WAY ORDINANCE, IF ANY, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN.

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Anoka, Minnesota ordains:

1. The City Council hereby approves the Franchise Agreement attached hereto, granting a franchise to Qwest Broadband Services Inc., dba; CenturyLink, to construct, operate and maintain a cable system in the City of Anoka, Minnesota for the purpose of providing cable service, setting forth conditions accompanying the grant of the franchise, providing for regulation and use of the system and the public right-of-ways in conjunction with the City's Right-of-Way Ordinance, if any, and prescribed penalties for the violation of the provisions therein.

2. The City Council authorizes and directs the Mayor and City manager to execute said agreement.

3. This ordinance shall be in full force and effective seven (7) days after publication.

ATTEST:

Introduced: _____
Adopted: _____
Published: _____
Effective: _____

_____
Phil Rice, Mayor

_____
Amy T. Oehlers, City Clerk

	Aye	Nay	Abstain	Absent
Rice				
Anderson				
Freeburg				
Schmidt				
Weaver				

CABLE SERVICE FRANCHISE AGREEMENT
BETWEEN QWEST BROADBAND SERVICES, INC., DBA; CENTURYLINK
AND THE CITY OF ANOKA

STATEMENT OF INTENT AND PURPOSE

The City intends, by the adoption of this Franchise, to bring about the development of a competitive Cable System, and the operation of it. Such development can contribute significantly to the communication needs and interests of the residents and citizens of the City and the public generally. Further, the City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Cable System.

Adoption of this Franchise is, in the judgment of the Council, in the best interests of the City and its residents.

FINDINGS

In the review of the franchise application by Grantee and negotiations related thereto, and as recommended by the Quad Cities Cable Communications Commission and as a result of a public hearing, the City Council makes the following findings:

1. The Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;

2. Grantee's plans for constructing, and operating the System were considered and found adequate and feasible;

3. The Franchise granted to Grantee by the City complies with the existing applicable Minnesota Statutes, federal laws and regulations; and

4. The Franchise granted to Grantee is nonexclusive.

SECTION 1.
SHORT TITLE AND DEFINITIONS

1.1. **Short Title.** This Franchise Ordinance shall be known and cited as the "CeuturyLink Cable Franchise Ordinance."

1.2 **Definitions.** For the purposes of this Franchise, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural; and the masculine gender includes the feminine gender. Unless otherwise expressly stated, words not defined herein or in the City Code shall be given the meaning set forth in applicable law and, if not defined therein, the words shall be given their common and ordinary meaning.

The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

1.3 **"Actual Cost"** means the lowest legally-permissible incremental cost to the Grantee of materials, capitalized labor, and borrowing necessary to install and construct fiber-optic lines, coaxial cable and/or equipment.

1.4 **"Affiliate"** means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with the Grantee.

1.5 **"Basic Cable Services"** means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b)(7).

1.6 **"Cable Service" or "Service"** means (1) the one-way transmission to Subscribers of video programming or other programming services; and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming services. Cable Service shall also include any video programming service for which a franchise from a local government is required under state law.

1.7 **"Cable System" or "System"** means the facilities of the Grantee, which, together with the facilities of an affiliate of the Grantee, consist of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service, which includes video programming and which is provided to multiple Subscribers within the City. A reference to the System in this Franchise refers to any part of such System including, without limitation, Set Top Boxes as defined herein. The definition of "Cable System" or "System" shall not be deemed to circumscribe or limit the valid authority of the City to regulate or franchise the activities of any other communications system or provider of communications service to the full extent permitted by law. "Cable System" or "System" as defined herein shall not be inconsistent with the definitions set forth in applicable law. Unless otherwise specified, the term shall refer to the System utilized under this Franchise.

1.8 **"City"** means City of Anoka, Minnesota, a municipal corporation, in the State of Minnesota, acting by and through its City Council, or its lawfully appointed designee.

1.9 **"City Code"** means the Anoka City Code, as amended from time to time.

1.10 **"City Council"** means the governing body of the City.

1.11 **"Commission"** means the Quad Cities Cable Communications Commission, a municipal joint powers commission comprised of the municipalities of Andover, Anoka, Champlin and Ramsey, Minnesota. In the event the City lawfully withdraws

from the Commission, any reference to the Commission in this Franchise shall thereafter be deemed a reference to the City, and the rights and obligations related thereto shall, where possible, accrue pro rata to the City, pursuant to a transition agreement to be negotiated at such time by and between the City, the Commission and the Grantee. The total burden of Grantee's obligations under this Franchise and the Grantee's Franchise with the other member cities of the Commission shall not be increased as a result of any such withdrawal.

1.12 **"Demarcation Point"** means the physical point at which the System enters a Subscriber's home or building, or institution building receiving Service under this Franchise.

1.13 **"Drop"** means the cable that connects the ground block on the Subscriber's residence or institution to the nearest feeder cable of the System.

1.14 **"Educational Access Channel" or "Educational Channel"** means any channel on the System set aside by the Grantee, the Commission and/or the City for Noncommercial educational use by educational institutions, as contemplated by applicable law.

1.15 **"FCC"** means the Federal Communications Commission, its designee, and any legally appointed, designated or elected agent or successor.

1.16 **"Franchise" or "Cable Franchise"** means this ordinance, as may be amended from time to time, any exhibits attached hereto and made a part hereof, and the regulatory and contractual relationship established hereby.

1.17 **"Governmental Access Channel" or "Governmental Channel"** means any channel on the System set aside by the Grantee, the Commission and/or the City for Noncommercial use by the City or its delegatee.

1.18 **"Grantee"** is Qwest Broadband Services, Inc. d/b/a CenturyLink, and its lawful successors, transferees or assignees.

1.19 **"Gross Revenue"** means any and all revenues arising from or attributable to, or in any way derived directly or indirectly by the Grantee or its Affiliates, subsidiaries, or parent, or by any other entity that owns or operates the System, from the provision of Cable Services (including cash, credits, property or other consideration of any kind or nature). Gross Revenues include, by way of illustration and not limitation, monthly fees charged to Subscribers for any basic, optional, premium, per-channel, or per-program service, or other Cable Service as defined under applicable law; Installation, disconnection, reconnection, and change-in-service fees; Lockout Device fees; Leased Access Channel fees; late fees and administrative fees; fees, payments or other consideration received from programmers for carriage of programming on the System and accounted for as revenue under Generally Accepted Accounting Principles; revenues from rentals or sales of Set Top Boxes or other equipment; fees related to commercial and institutional usage of the System; net advertising revenues; interest; barter; revenues from program guides; franchise fees; and revenues to the

System from home shopping, bank-at-home channels and other revenue sharing arrangements. Gross Revenues shall include revenues received by an entity other than the Grantee, an Affiliate or another entity that operates the System where necessary to prevent evasion or avoidance of the Grantee's obligation under this Franchise to pay the franchise fee. Gross Revenues shall not include: (i) to the extent consistent with generally accepted accounting principles, actual bad debt write-offs, provided, however, that all or part of any such actual bad debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; (ii) any taxes on services furnished by the Grantee imposed by any municipality, state or other governmental unit, provided that franchise fees shall not be regarded as such a tax; (iii) FCC regulatory fees; (iv) Subscriber credits, adjustments or refunds; or (v) refundable Subscriber deposits.

1.20 **"Installation"** means the connection of the System from feeder cable to the point of connection with the Subscriber Set Top Box or other terminal equipment.

1.21 **"Leased Access Channel"** means channels on the System which are designated or dedicated for use by a Person unaffiliated with the Grantee pursuant to 47 U.S.C. § 532.

1.22 **"Living Unit"** means a distinct address as tracked in the QC network inventory database, used by Grantee to identify existing or potential Subscribers. This includes, but is not limited to, single family homes, multi-dwelling units (e.g., apartment buildings and condominiums) and business locations.

1.23 **"Lockout Device"** means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable System.

1.24 **"Mosaic Channel"** means a channel which displays miniaturized media screens and related information for a particular group of channels with common themes. The Mosaic Channel serves as a navigation tool for Subscribers, and, with respect to PEG Channels, displays the group of access channels on a single channel screen and also provides for easy navigation to a chosen access channel in the group.

1.25 **"Remote Terminal"** means a facility that is located in a neighborhood, which houses the electronics used to support the provision of Cable Services.

1.26 **"Noncommercial"** means, in the context of PEG channels, that particular products and services are not promoted or sold. This term shall not be interpreted to prohibit a PEG channel operator or programmer from soliciting and receiving financial support to produce and transmit video programming on a PEG channel, or from acknowledging a contribution.

1.27 **"Normal Operating Conditions"** means those service conditions that are within the control of the Grantee. Conditions that are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, maintenance, or upgrade of the System. Conditions that are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or

unusual weather conditions.

1.28 **"PEG"** means public, educational, and governmental.

1.29 **"Person"** means any individual, partnership, association, joint stock company, joint venture, domestic or foreign corporation, stock or non-stock corporation, limited liability company, professional limited liability corporation, or other organization of any kind, or any lawful successor or transferee thereof, but such term does not include the City.

1.30 **"Public Access Channel(s)"** means any channels on the System set aside by the Grantee, the Commission and/or the City for Noncommercial use by the general public, as contemplated by applicable law.

1.31 **"QC"** means Qwest Corporation, a wholly owned subsidiary of CenturyLink, Inc. and an Affiliate of Grantee.

1.32 **"Quad Cities Franchise Area"** means the geographic area consisting of the Minnesota cities of Andover, Anoka, Champlin and Ramsey.

1.33 **"Qualified Living Unit"** means a Living Unit which meets the minimum technical qualifications defined by Grantee for the provision of Cable Service. A Living Unit capable of receiving a minimum of 25 Mbps downstream will be generally capable of receiving Cable Service subject to Grantee performing certain network grooming and conditioning.

1.34 **"Right-of-Way"** or **"Rights-of-Way"** means the surface, air space above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, avenue, boulevard, drive, court, concourse, bridge, tunnel, park, parkway, skyway, waterway, dock, bulkhead, wharf, pier, easement or similar property or waters within the City owned by or under control of the City, or dedicated for general public use by the City, including, but not limited to, any riparian right, which, consistent with the purposes for which it was created, obtained or dedicated, may be used for the purpose of installing, operating and maintaining a System. No reference herein to a "Right-of-Way" shall be deemed to be a representation or guarantee by the City that its interest or other right to control or use such property is sufficient to permit its use for the purpose of installing, operating and maintaining the System.

1.35 **"Right-of-Way Ordinance"** means any ordinance of the City codifying requirements regarding regulation, management and use of Rights-of-Way in the City, including registration, fees, and permitting requirements.

1.36 **"Set Top Box"** means an electronic device which converts signals to a frequency acceptable to the television receiver of a Subscriber, and by an appropriate Channel selector, also permits a Subscriber to view all signals included in the package purchased by the Subscriber.

1.37 **"Standard Installation"** means any installation to a Qualified Living Unit.

1.38 **"State"** means the State of Minnesota, its agencies and departments.

1.39 **"Subscriber"** means any Person who lawfully receives service via the System. In the case of multiple office buildings or multiple dwelling units, the term "Subscriber" means the lessee, tenant or occupant.

1.40 **"System Upgrade"** means the improvement or enhancement in the technology or service capabilities made by the Grantee to the System as more fully described in this Franchise.

SECTION 2.
GRANT OF AUTHORITY AND GENERAL PROVISIONS

2.1 **Grant of Franchise.**

This Franchise is granted pursuant to the terms and conditions contained herein and in applicable law. The Grantee shall comply with all provisions of this Franchise and applicable laws, regulations and codes. Failure of the Grantee to construct, operate and maintain a System as described in this Franchise, or to meet obligations and comply with all provisions herein, may be deemed a violation of this Franchise.

2.2 **Grant of Nonexclusive Authority.**

2.2.1 Subject to the terms of this Franchise, the City hereby grants the Grantee the right to own, construct, operate and maintain a System along the Rights-of-Way. The grant of authority set forth in this Franchise applies only to the Grantee's provision of Cable Service; provided, however, that nothing herein shall limit the Grantee's ability to use the System for other purposes not inconsistent with applicable law or with the provision of Cable Service; and provided further, that any local, State and federal authorizations necessary for the Grantee's use of the System for other purposes are obtained by the Grantee. This Franchise does not confer any rights other than as expressly provided herein, or as provided by federal, State or local law. No privilege or power of eminent domain is bestowed by this Franchise or grant. The System constructed and maintained by Grantee or its agents pursuant to this Franchise shall not interfere with other uses of the Rights-of-Way. The Grantee shall make use of existing poles and other aerial and underground facilities available to the Grantee to the extent it is technically and economically feasible to do so. However, the City and Grantee acknowledge that QC owns and operates facilities in the Rights-of-Way which will be utilized by Grantee to provide Cable Services. So long as QC does not provide Cable Service to Subscribers in the City, QC will not be subject to applicable law and the terms and conditions contained in this Franchise. QC's installation and maintenance of facilities in the Rights-of-Way is governed by applicable local, state and federal law. To the extent Grantee constructs and installs facilities in the Rights-of-Way, such facilities and operation of such facilities will be subject to the terms and conditions contained in this Franchise. The City and Company agree that to the extent QC violates any

applicable federal, state, or local laws, rules, and regulations, the City shall seek compliance directly from QC. In the event, the City cannot resolve these violations or disputes with QC, the City may look to Grantee to ensure such compliance. Failure by Grantee to ensure QC's or any other Affiliate's compliance with applicable local, state and federal laws, rules, and regulations shall be deemed a material breach of this Franchise by Grantee.

2.2.2 Notwithstanding the above grant to use Rights-of-Way, no Right-of-Way shall be used by the Grantee if the City determines that such use is inconsistent with the terms, conditions, or provisions by which such Right-of-Way was created or dedicated, or with the present use of the Right-of-Way.

2.2.3 This Franchise and the right it grants to use and occupy the Rights-of-Way shall not be exclusive and this Franchise does not, explicitly or implicitly, preclude the issuance of other franchises or similar authorizations to operate Cable Systems within the City. Provided, however, that the City shall not authorize or permit another Person to construct, operate or maintain a Cable System on material terms and conditions which are, taken as a whole, more favorable or less burdensome than those applied to the Grantee.

2.2.4 This Franchise authorizes only the use of Rights-of-Way. Therefore, the grant of this Franchise and the payment of franchise fees hereunder shall not exempt the Grantee from the obligation to pay compensation or fees for the use of City property, both real and personal, other than the Rights-of-Way; provided, however, that such compensation or fees are required by City ordinance, regulation or policy and are nondiscriminatory.

2.2.5 Should any other multichannel video programming distributor ("MVPD") over which the City has regulatory jurisdiction provide Cable Service in the current Cable Service area, the City shall not grant more favorable terms, taken as a whole, to such MVPD than are granted to the Grantee. In the event that another Person operates a Cable System authorized by the City on terms and conditions that are, taken as a whole, more favorable or less burdensome than the terms and conditions applicable to the Grantee under this Franchise, the City shall adjust any such terms and conditions in any other Person's authorization or this Franchise so that the terms and conditions under which such Person operates, taken as a whole, are not more favorable or less burdensome than those that are applied to the Grantee.

2.3 <u>Lease or Assignment Prohibited</u>.

No Person may lease Grantee's System for the purpose of providing Cable Service until and unless such Person shall have first obtained and shall currently hold a valid Franchise or other lawful authorization containing substantially similar burdens and obligations to this Franchise, including, without limitation, a requirement on such Person to pay franchise fees on such Person's use of the System to provide Cable Services, to the extent there would be such a requirement under this Franchise if the Grantee itself were to use the System to provide such Cable Service. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of this Franchise.

2.4 Franchise Term.

The Franchise term shall commence on the Effective Date specified in this Franchise. The term of this Franchise shall be ten (10) years from the Effective Date specified in this Franchise.

25 Compliance with Applicable Laws, Resolutions and Ordinances.

2.5.1 The terms of this Franchise shall define the contractual rights and obligations of the Grantee with respect to the provision of Cable Service and operation of the System in the City. However, the Grantee shall at all times during the term of this Franchise be subject to the lawful exercise of the police powers of the City, the City's the right to adopt and enforce additional generally applicable ordinances and regulations, and lawful and applicable zoning, building, permitting and safety ordinances and regulations. The grant of this Franchise does not relieve the Grantee of its obligations to obtain any generally applicable licenses, permits or other authority as may be required by the City Code, as it may be amended, for the privilege of operating a business within the City or for performing work on City property or within the Rights-of-Way, to the extent not inconsistent with this Franchise. Except as provided below, any modification or amendment to this Franchise, or the rights or obligations contained herein, must be within the lawful exercise of the City's police powers, as enumerated above, in which case the provision(s) modified or amended herein shall be specifically referenced in an ordinance of the City authorizing such amendment or modification. This Franchise may also be modified or amended with the written consent of the Grantee as provided in this Franchise. In no event shall the City adopt or amend any City ordinance or regulation so as to modify the build out requirements set forth in Sections 4.3.1(ii) and 4.3.1(iii) herein without the Grantee’s consent.

2.5.2 The Grantee shall comply with the terms of any City ordinance or regulation of general applicability which addresses usage of the Rights-of-Way within the City which may have the effect of superseding, modifying or amending the terms of Section 3 and/or Section 8.5.3 herein; except that the Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way that exceed burdens on similarly situated Right-of-Way users. In no event shall the City adopt or amend any City ordinance or regulation so as to modify the build out requirements set forth in Sections 4.3.1(ii) and 4.3.1(iii) herein without the Grantee’s consent.

2.5.3 In the event of any conflict between Section 3 and/or Section 8.5.3 of this Franchise and any lawfully applicable City ordinance or regulation which addresses usage of the Rights-of-Way, the conflicting terms in Section 3 and/or Section 8.5.3 of this Franchise shall be superseded by such City

ordinance or regulation; except that the Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Public Rights-of-Way that exceed burdens on similarly situated Right-of-Way users. Section 4 of this Franchise shall not be superceded by any allegedly conflicting provision of a City ordinance or regulation.

2.5.4 In the event any lawfully applicable City ordinance or regulation which addresses usage of the Rights-of-Way adds to, modifies, amends, or otherwise differently addresses issues addressed in Section 3 and/or Section 8.5.3 of this Franchise, the Grantee shall comply with such ordinance or regulation of general applicability, regardless of which requirement was first adopted; except that the Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way that exceed burdens on similarly situated Rights-of-Way users. Section 4 of this Franchise shall not be superceded by any allegedly conflicting provision of a City ordinance or regulation.

2.5.5 In the event the Grantee cannot determine how to comply with any Right-of-Way requirement of the City, whether pursuant to this Franchise or other requirement, the Grantee shall immediately provide written notice of such question, including the Grantee's proposed interpretation, to the City. The City shall provide a written response within ten (10) business days of receipt indicating how the requirements cited by the Grantee apply. The Grantee may proceed in accordance with its proposed interpretation in the event a written response is not received within thirteen (13) business days of mailing or delivering such written question.

2.6 <u>Rules of Grantee</u>.

The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligations under this Franchise and applicable law, and to assure uninterrupted service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with provisions of this Franchise or applicable law.

2.7 <u>Territorial Area Involved</u>.

This Franchise is granted for the corporate boundaries of the City, as they exist from time to time.

2.8 <u>Notice</u>.

All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of the Grantee or the City's designated Franchise administrator, or forty-eight (48) hours after it is deposited in the

United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City: City of Anoka, Minnesota
Attn: City Manager
2015 1st Avenue
Anoka, MN 55303

With copies to: Executive Director
Quad Cities Cable Communications Commission
12254 Ensign Avenue North
Champlin, MN 55316

And to: Kennedy & Graven, Chartered
Attn: Robert J. V, Vose
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

If to Grantee: Qwest Broadband Services, Inc d/b/a CenturyLink
Attn: Public Policy
1801 California Street, 10th Floor
Denver, Colorado 80202

With copies to:
Qwest Broadband Services, Inc d/b/a CenturyLink
Attn: Public Policy
200 South Fifth Street, 21st Floor
Minneapolis, MN 55402

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

2.10 Effective Date.

This Franchise shall become effective after: (i) all conditions precedent to its effectiveness as an ordinance of the City have occurred; (ii) all conditions precedent to its execution are satisfied; (iii) it has been approved by the City Council in accordance with applicable law; and (iv) it has been accepted and executed by the Grantee and the City (the "Effective Date").

SECTION 3.
CONSTRUCTION STANDARDS

3.1 Registration, Permits and Construction Codes.

3.1.1 The Grantee shall strictly adhere to all applicable State and local laws, regulations and policies adopted by the City Council applicable to the location,

construction, installation, operation or maintenance of the System in the City. The City has the right to supervise all construction or installation work performed in the Rights-of-Way as it shall find necessary to ensure compliance with the terms of this Franchise and other applicable provisions of law and regulations.

3.1.2 Failure to obtain permits or to comply with permit requirements shall be grounds for revocation of this Franchise, or any lesser sanctions provided herein or in any other applicable law, code or regulation.

3.2 <u>Restoration of Rights-of-Way and Property.</u>

Any Rights-of-Way, or any sewer, gas or water main or pipe, drainage facility, electric, fire alarm, police communication or traffic control facility of the City, or any other public or private property, which is disturbed, damaged or destroyed by Grantee during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored, replaced, reconstructed or repaired by the Grantee, at its expense, to the same condition as that prevailing prior to the Grantee's work, to the extent consistent with applicable statutes and rules. It is agreed that in the normal course, with respect to fire and police department facilities and equipment, and water and sewer facilities, and other essential utilities and services, as determined by the City, such restoration, reconstruction, replacement or repairs shall be commenced immediately after the damage, disturbance or destruction is incurred, and the Grantee shall take diligent steps to complete the same, unless an extension of time is obtained from the appropriate City agency or department. In all other cases, reconstruction, replacement, restoration or repairs shall be commenced within no more than three (3) days after the damage, disturbance or destruction is incurred, and shall be completed as soon as reasonably possible thereafter. If the Grantee shall fail to perform the repairs, replacement, reconstruction or restoration required herein, the City shall have the right to put the Rights-of-Way, public, or private property back into good condition. In the event City determines that the Grantee is responsible for such disturbance or damage, the Grantee shall be obligated to fully reimburse the City for required repairs, reconstruction and restoration.

3.3. <u>Conditions on Right of Way Use</u>.

3.3.1 Nothing in this Franchise shall be construed to prevent the City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

3.3.2 All System transmission and distribution structures, lines and equipment erected by the Grantee within the City shall be located so as not to obstruct or interfere with the use of Rights-of-Way except for normal and reasonable obstruction and interference which might occur during

construction and to cause minimum interference with the rights of property owners who abut any of said Rights-of-Way and not to interfere with existing public utility installations.

3.3.3 The Grantee shall, at its sole expense, by a reasonable time specified by the City, protect, support, temporarily disconnect, relocate or remove any of its property when required by the City by reason of traffic conditions; public safety; Rights-of-Way construction; street maintenance or repair (including resurfacing or widening); change in Right-of-Way grade; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks or any other type of government-owned communications or traffic control system, public work or improvement of government-owned utility; Right-of-Way vacation; or for any other purpose where the convenience of the City would be served thereby. If the Grantee fails, neglects, or refuses to comply with the City's request, the City may protect, support, temporarily disconnect relocate or remove the appropriate portions of the System at the Grantee's expense for any of the City's incremental costs incurred as a result of the Grantee's failure to comply. Except for the City's gross negligence, the City shall not be liable to the Grantee for damages resulting from the City's protection, support, disconnection, relocation or removal, as contemplated in the preceding sentence.

3.3.4 The Grantee shall not place poles, conduits, or other fixtures of the System above or below ground where the same will interfere with any gas, electric, telephone, water or other utility fixtures and all such poles, conduits, or other fixtures placed in any Right-of-Way shall be so placed as to comply with all lawful requirements of the City.

3.3.5 The Grantee shall, upon request of any Person holding a moving permit issued by the City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same (except in the case where the requesting Person is the City for the purpose of moving a City-owned building, in which case no payment shall be required). The Grantee shall be given not less than ten (10) days' advance written notice to arrange for such temporary wire changes.

3.3.6 To the extent consistent with generally applicable City Code provisions, rules and regulations, the Grantee shall have the right to remove, cut, trim and keep clear of its System trees or other vegetation in and along or overhanging the Rights-of-Way. However, in the exercise of this right, the Grantee agrees not to cut or otherwise injure said trees to any greater extent than is reasonably necessary. This Franchise does not give the Grantee any authority to remove trees on private property in the City. All trimming shall be performed at no cost to the City.

3.3.7 The Grantee shall use its best efforts to give prior notice to any adjacent private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.

3.3.8 If any removal, relaying or relocation is required to accommodate the construction, operation or repair of the facilities of a Person that is authorized to use the Rights-of-Way, the Grantee shall, after thirty (30) days' advance written notice, and payment of all costs by such Person, commence action to effect the necessary changes requested by the responsible entity. If multiple responsible parties are involved, the City may resolve disputes as to the responsibility for costs associated with the removal, relaying or relocation of facilities among entities authorized to install facilities in the Rights-of-Way if the parties are unable to do so themselves, and if the matter is not governed by a valid contract between the parties or any State or federal law or regulation.

3.3.9 In the event the System creates or is contributing to an imminent danger to health, safety or property, as reasonably determined by the City, the City, after providing notice to the Grantee, if it is reasonably feasible to do so, may remove or relocate any or all parts of the System at no expense to the City, other than the City's costs to act on such determination.

3.4 <u>Use of Existing Poles and Undergrounding of Cable</u>.

3.4.1 Where existing poles, underground conduits, ducts or wire holding structures are available for use by the Grantee, but it does not make arrangements for such use, the City may require, through the established permit, or any other applicable procedure, the Grantee to use such existing poles and wireholding structures if the City determines that the public convenience would be enhanced thereby and the terms available to the Grantee for the use of such poles and structures are just and reasonable.

3.4.2 The Grantee agrees to place its cables, wires or other like facilities underground, in the manner as may be required by the provisions of the City Code and City policies, procedures, rules and regulations, as amended from time to time, where all utility facilities are placed underground. The Grantee shall not place facilities, equipment or fixtures where they will interfere with any existing gas, electric, telephone, water, sewer or other utility facilities or with any existing installations of the City, or obstruct or hinder in any manner the various existing utilities serving the residents of the City. To the extent consistent with the City Code, City policies, procedures, rules and regulations, System cable and facilities may be constructed overhead where poles exist and electric or telephone lines or both are now overhead. However, in no case may the Grantee install poles in areas of the City where underground facilities are generally used by the utilities already operating. If the City, at a future date, requires all electric and telephone lines to be placed underground in all or part of the City, the Grantee shall, within a reasonable time, similarly move its cables and lines, at no expense to the City, and shall not seek damages from the City for such compliance.

3.5 Installation of Facilities.

3.5.1 No poles, towers, conduits, amplifier boxes, pedestal mounted terminal boxes, similar structures, or other wire-holding structures shall be erected or installed by the Grantee without obtaining any required permit or other authorization from the City.

3.5.2 No placement of any pole or wire holding structure of the Grantee is to be considered a vested fee interest in the Rights-of-Way or in City property. Whenever feasible, all transmission and distribution structures, lines, wires, cables, equipment and poles or other fixtures erected by the Grantee within the City are to be so located and installed as to cause minimum interference with the rights and convenience of property owners.

3.6 Safety Requirements.

3.6.1 All applicable safety practices required by law shall be used during Grantee's construction, maintenance and repair of the System. The Grantee agrees, at all times, to employ ordinary and reasonable care and to install and maintain in use commonly accepted methods and devices for preventing failures and accidents that are likely to cause damage or injuries to the public or to property. All structures and all lines, equipment and connections in the Rights-of-Way shall at all times be kept and maintained in a safe condition, consistent with applicable safety codes.

3.6.2 The Grantee's construction, operation or maintenance of the System shall be conducted in such a manner as not to interfere with City communications technologies related to the health, safety and welfare of City residents.

3.6.3 The Grantee shall install and maintain such devices as will apprise or warn Persons using the Rights-of-Way of the existence of work being performed on the System in Rights-of-Way.

3.6.4 The Grantee, or its Affiliate, shall be a member of the One Call Notification System (otherwise known as "Gopher State One Call") or its successor, and shall field mark the locations of its underground facilities upon request. Throughout the term of this Franchise, the Grantee shall identify the location of its facilities for the City at no charge to the City.

3.7 Removal of Facilities at Expiration of Franchise.

At the expiration of the term for which this Franchise is granted, or upon the expiration of any renewal or extension period which may be granted, the City shall have the right to require the Grantee, at the Grantee's sole expense: (i) to remove all portions of the System System used exclusively for the provision of Cable Service from all Rights-of-Way within the City; and (ii) to restore affected sites to their original condition. Should the Grantee fail, refuse or neglect to comply with the City's directive, any portions of the System used exclusively for the provision of Cable Service may at the option of the City become the sole property of the City, at no expense to the City, or be removed, altered or relocated by the City at the cost of

the Grantee. The City shall not be liable to the Grantee for damages resulting from such removal, alteration or relocation.

SECTION 4.

DESIGN PROVISIONS

4.1 System Facilities and Equipment.

4.1.1 The System generally shall have at least the following characteristics:

4.1.1.1 A modern design when built, utilizing an architecture that will permit additional improvements necessary for high-quality and reliable service throughout the Franchise term, and the capability to operate continuously on a twenty-four hour a day basis without severe material degradation during operating conditions typical to the Minneapolis/St. Paul metropolitan area;

4.1.1.2 Grantee shall maintain standby power generators capable of powering all headend equipment for at least twenty-four (24) hours. The back-up power supplies serving the System shall be capable of providing power to the System for not less than three (3) hours per occurrence measured on an annual basis according to manufacturer specifications in the event of an electrical outage. The Grantee shall maintain sufficient portable generators to be deployed in the event that the duration of a power disruption is expected to exceed three (3) hours;

4.1.1.3 Facilities of good and durable quality, generally used in high-quality, reliable systems of similar design;

4.1.1.4 A System that conforms to or exceeds all applicable FCC technical performance standards, as amended from time to time, which standards are incorporated herein by reference, and any other applicable technical performance standards. End of the line performance must meet or exceed FCC specifications at the end of the Subscriber Drop;

4.1.1.5 A System shall, at all times, comply with applicable federal, State and local rules, regulations, practices and guidelines pertaining to the construction, upgrade, operation, extension and maintenance of Cable Systems, including, by way of example (but not limitation):

(A) National Electrical Code, as amended from time to time; and

(B) National Electrical Safety Code (NESC), as amended from time to time.

4.1.1.6 Facilities and equipment sufficient to cure violations of applicable FCC technical standards and to ensure that Grantee's System remains in compliance with the standards specified in subsection 4.1.1.5;

4.1.1.7 Such facilities and equipment as necessary to maintain, operate and evaluate the Grantee's System for compliance with applicable FCC technical and customer service standards, as such standards may hereafter be amended;

4.1.1.8 Status monitoring equipment to alert the Grantee when and where back-up power supplies are being used;

4.1.1.9 All facilities and equipment required to properly test the System and conduct an ongoing and active program of preventative maintenance and quality control, and to be able to quickly respond to customer complaints and resolve System problems;

4.1.1.10 Antenna supporting structures designed in accordance with any applicable governmental building codes, as amended, and painted, lighted and erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration, the Federal Communications Commission and all other applicable codes and regulations;

4.1.1.11 Facilities and equipment at the headend allowing the Grantee to transmit or cablecast signals in substantially the form received, without substantial alteration or deterioration;

4.1.1.12 The Grantee shall provide adequate security provisions in its Subscriber site equipment to permit parental control over the use of Grantee's Cable Service. The Grantee, however, shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls;

4.1.1.13 Facilities and equipment capable of operating within the temperature ranges typical to the climate over the calendar year;

4.1.1.14 The System shall be so constructed and operated that there is no perceptible deterioration in the quality of Public, Educational or Governmental Access Channel signals after delivery of such signals to the first interface point with Grantee's headend or the subscriber network, whichever is applicable, as compared with the quality of any other channel on the System. As used in this paragraph, "deterioration" refers to delivery that is within the control of the Grantee; and

4.1.2 The Grantee is authorized to operate the System within the territorial limits of the City as of the Effective Date of this Franchise.

4.1.3 The System shall provide sufficient capacity for interactive services at all times and have capacity materially equivalent to at least 870 MHz for all active and passive components.

4.1.4 The System shall initially have a minimum channel capacity to provide at least 78 channels downstream to all Subscribers, plus additional capacity for other services.

4.1.5 The System shall be designed and constructed in order to allow distribution of PEG Channels as provided in this Franchise.

4.1.6 All power supplies for the System shall be equipped with standby power capability in accordance with this Section 4.1, and shall use status monitoring equipment at all power supply locations.

4.1.7 Emergency Alert System. The Grantee shall install and thereafter maintain an Emergency Alert System ("EAS") fully compliant with local, state and federal EAS requirements. This EAS shall at all times be operated in compliance with FCC regulations. The System shall be capable of allowing authorized officials to override the audio and video on all channels on the System that may be lawfully overridden.

4.1.8 The Grantee shall not assert or otherwise raise any claim before a court of competent jurisdiction or any administrative agency alleging that, as of the Effective Date of this Franchise, the minimum System design and performance requirements set forth in this Franchise are unenforceable under or inconsistent with then current applicable laws or regulations, or any orders or decisions of the FCC.

4.2 [Intentionally deleted.]

4.3 <u>System Construction Timetable</u>.

4.3.1 Reasonable Build-Out of the Entire City. The Parties recognize that Grantee, or its affiliate QC, has constructed a legacy communications system throughout the City that is capable of providing voice grade service. The Parties further recognize that Grantee or its affiliate QC must upgrade its existing legacy communications system and construct new facilities to make it capable of providing Cable Service. The Parties agree that the following is a reasonable build-out schedule taking into consideration Grantee's desire for a standard based on market success and the requirements of Minnesota state law.

(i) <u>Complete Equitable Build-Out</u>. Grantee aspires to provide Cable Service to all households in the City within five (5) years of the Effective Date. In

addition, Grantee commits that a significant portion of its investment will be targeted to areas below the median income in the City.

(ii) Initial Minimum Build-Out Commitment. Grantee agrees to be capable of serving a minimum of fifteen percent (15%) of the City's households with Cable Service during the first two (2) years of the initial Franchise term, provided, however that Grantee will make its best efforts to complete such deployment within a shorter period of time; Grantee shall make available and offer Cable Service to all Qualified Living Units identified in the reports and maps, as required below showing the number of Qualified Living Units in the City as of the Effective Date. The parties acknowledge and agree that Qualified Living Units identified as of the Effective Date may materially exceed fifteen percent (15%) of City's households. This initial minimum build-out commitment shall include deployment equitably throughout the City and to a significant number of households below the medium income in the City. Nothing in this Franchise shall restrict Grantee from serving additional households in the City with Cable Service.

(iii) Additional Build-Out Based on Market Success. If, at any quarterly meeting, as required below, Grantee is actually serving twenty seven and one-half percent (27.5%) of the Qualified Living Units, then Grantee agrees the minimum build-out commitment shall increase to include an additional fifteen (15%) of the total households in the City, which Grantee agrees to serve within two (2) years from the quarterly meeting; provided, however, the Grantee shall make its best efforts to complete such deployment within a shorter period of time. For example, if, at a quarterly meeting with the Commission's Executive Director, Grantee shows that sixty percent (60%) of the households in the City are Qualified Living Units and Grantee is actually serving thirty percent (30%) of those households with Cable Service, then Grantee shall serve an additional fifteen percent (15%) of the total households in the City no later than 2 years after that quarterly meeting (a total of seventy-five (75%) of the total households). This additional build-out based on market success shall continue until every household in the City is served.

(iv) Quarterly Meetings. Commencing the first calendar quarter after the Effective Date, and continuing throughout the term of this Franchise, Grantee shall, unless otherwise directed by the Commission, meet quarterly with the Executive Director of the Commission. At each quarterly meeting, Grantee shall present information acceptable to the City/Commission showing the number of Qualified Living Units Grantee presently capable of receiving Cable Service and the number of Qualified Living Units that Grantee is actually serving with Cable Service. Grantee shall also present information acceptable to the City/Commission that Grantee is equitably serving all portions of the City in compliance with

this subsection 4.3.1. In order to permit the City/Commission to monitor and enforce the provisions of this section and other provisions of this Franchise, the Grantee shall promptly, upon reasonable demand, show to the City/Commission (to the City/Commission's reasonable satisfaction) maps and provide other documentation showing exactly where within the City the Grantee is currently providing Cable Service.

(v) Specifically, the Grantee shall present reports and maps showing the Commission the following information:

a. The total number of Living Units throughout the City;

b. The total number of Qualified Living Units throughout the City both as of the Effective Date and the then-current calendar quarter;

c. The total number of Qualified Living Units, in the City, subscribing to the Cable Service provided by the Grantee;

d. Locations of all Qualified Living Units throughout the City.

4.3.2 All construction shall be performed in accordance with applicable laws and regulations, except where specifically waived by the City.

4.3.3 The Grantee shall make best efforts to provide the City with notice prior to its commencement of steps of the System construction in which possible service disruptions or physical construction activities may occur.

4.3.4 No System Node shall be activated until it is tested, and the Grantee determines that all applicable technical standards have been met or exceeded.

4.4 Periodic Progress Report.

4.4.1 Public Notification. The Grantee shall establish and maintain some reasonable means by which to inform the public and its Subscribers about: Cable Service availability.

4.5 Line Extension Requirements.

4.5.1 Subject to subsection 4.3 above, the Grantee shall make Cable Service available to all Qualified Living Units within the City, including multiple dwelling unit buildings except for multiple dwelling unit buildings to which the Grantee, after best efforts, has not obtained authorization to access.

Grantee shall have a line extension obligation a reasonable time after the first date by which Grantee is providing Cable Service to more than fifty percent (50%) of all subscribers receiving facilities based Cable Service from both the Grantee and any other provider(s) of Cable Service within the City based on such Subscriber count information as City may possess, including information available to the

City on a trade-secret or non-public basis. At that time, the City, in its reasonable discretion and after meeting with Grantee, shall discuss the timeframe to complete deployment to the remaining households in the City subject to a Line Extension requirement that is the same or similar to the requirement of the incumbent franchised cable operator.

4.5.2 Within the City's boundaries, including any areas annexed after the Effective Date of this Franchise, the Grantee must provide Service to a Qualified Living Unit upon request.

4.6 System Maintenance.

4.6.1 The Grantee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. The Grantee shall use its best efforts to provide the City with at least twenty-four (24) hours' prior notice of a planned service interruption, except for a planned service interruption which will have a minimal impact on Subscribers, usually meaning affecting less than one hundred (100) Subscribers or less than a fifteen (15) minute interruption.

4.6.2 Maintenance of the System shall be performed in accordance with the applicable technical performance and operating standards established by FCC rules and regulations. Should the FCC choose to abandon this field and does not preempt the City's entry into this field, the City may adopt such technical performance and operating standards as its own, and the Grantee shall comply with them at all times.

4.7 System Tests and Inspections; Special Testing.

4.7.1 Grantee shall perform all tests necessary to demonstrate compliance with the requirements of the Franchise and other performance standards established by law or regulation.

4.7.2 The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of this Franchise. In addition, the City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints regarding System construction, operations or installation work pertaining to such location(s). Such tests shall be limited to the particular matter in controversy. The City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to the Grantee or to the Subscribers of such testing.

4.7.3 Before ordering such tests, the Grantee shall be afforded thirty (30) days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. The City shall meet with the Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, the City wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or resolution

of complaints, the tests shall be conducted at the Grantee's expense by a qualified engineer selected by the City and the Grantee, and Grantee shall cooperate in such testing.

4.7.4 Unless otherwise provided in this Franchise, tests shall be supervised by the Grantee's chief technical authority, or designee, who shall certify all records of tests provided to the City.

4.7.5 The Grantee shall provide the City with at least two (2) business days' prior written notice of, and opportunity to observe, any tests performed on the System.

4.7.6 Test results shall be filed with the City within fourteen (14) days of a written request by the City.

4.7.7 If any test indicates that any part or component of the System fails to meet applicable requirements, the Grantee, without requirement of additional notice or request from the City, shall take corrective action, retest the locations and advise the City of the action taken and the results achieved by filing a written report certified by the Grantee's chief technical authority.

4.8 Drop Replacement.

The Grantee shall replace, at no separate charge to an individual Subscriber, all Drops and/or associated passive equipment in accordance with applicable law including FCC regulations.

4.9 FCC Reports.

Unless otherwise required by the terms of this Franchise, the results of any tests required to be filed by Grantee with the FCC or in the Grantee's public file as it relatres to this Franchise shall upon request of the City also be filed with the City within ten (10) days of the request.

4.10 Nonvoice Return Capability.

Grantee is required to use cable and associated electronics having the technical capacity for nonvoice return communications.

4.11 Lockout Device.

Upon the request of a Subscriber, the Grantee shall make a Lockout Device available at no additional charge, other than a charge for a Set Top Box.

4.12 Types of Service.

Should the Grantee desire to change the selection of programs or services offered on any of its tiers, it shall maintain the mix, quality and level of services provided over the System. Any change in programs or services offered shall comply with all lawful conditions and procedures contained in this Franchise and in applicable law or regulations.

4.13 Uses of System.

The Grantee shall, upon request of the Commission, advise the Commission of all active uses of the System, for both entertainment and other purposes, and the Commission shall have the right to conduct unannounced audits of such usage.

SECTION 5.

SERVICE PROVISIONS

5.1 Customer Service Standards.

The Grantee shall at all times comply with applicable FCC customer service standards. In addition, the Grantee shall at all times satisfy all additional or stricter customer service requirements included in this Franchise and any customer service requirements set forth in any ordinance or regulation lawfully enacted by the City.

5.2 Video Programming.

Except as otherwise provided in this Franchise or in applicable law, all programming decisions remain the discretion of the Grantee, provided that the Grantee notifies the Commission and Subscribers in writing thirty (30) days prior to any channel additions, deletions, or realignments unless otherwise permitted under applicable federal, State and local laws and regulations. Grantee shall cooperate with the Commission and use best efforts to provide all Subscriber notices to the Commission prior to delivery to Subscribers. Location and relocation of the PEG channels shall be governed by Sections 6.1.3-6.1.4.

5.3 Regulation of Service Rates.

5.3.1 The City may regulate rates for the provision of Cable Service, equipment, or any other communications service provided over the System to the extent allowed under federal or State law(s). The City reserves the right to regulate rates for any future services to the extent permitted by law.

5.3.2 The Grantee shall provide at least one billing cycle prior written notice (or such longer period as may be specified in FCC regulations) to Subscribers and to the City of any changes in rates, regardless of whether or not the Grantee believes the affected rates are subject to regulation, except to the extent such notice requirement is specifically waived by governing law. Bills must be clear, concise, and understandable, with itemization of all charges.

5.4 Sales Procedures.

The Grantee shall not exercise deceptive sales procedures when marketing Services within the City. In its initial communication or contact with a Subscriber or a non-Subscriber, and in all general solicitation materials marketing the Grantee or its Services as a whole, the Grantee shall inform the non-Subscriber of all levels of Service available, including the lowest priced and free service tiers. The Grantee shall have the right to

market door-to-door during reasonable hours consistent with local ordinances and regulations. Grantee may satisfy the provisions of this paragraph by providing a toll free telephone number where a Person may inquire and be informed about all levels of Service (including the lowest cost level) offered by the Grantee and the associated charges.

5.5 <u>Subscriber Inquiry and Complaint Procedures</u>.

5.5.1 The Grantee shall have a publicly listed toll-free telephone number which shall be operated so as to receive general public and Subscriber complaints, questions and requests on a twenty-four (24) hour-a-day, seven (7) days-a-week, 365 days a year basis. Trained representatives of the Grantee shall be available to respond by telephone to Subscriber and service inquiries.

5.5.2 The Grantee shall maintain adequate numbers of telephone lines and personnel to respond in a timely manner to schedule service calls and answer Subscriber complaints or inquiries in a manner consistent with regulations adopted by the FCC and the City where applicable and lawful. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, measured on a quarterly basis. Under Normal Operating Conditions, the customer will receive a busy signal less than three (3) percent of the time.

5.5.3 Subject to the Grantee's obligations pursuant to law regarding privacy of certain information, the Grantee shall prepare and maintain written records of all complaints received from the City and the Commission and the resolution of such escalated complaints, including the date of such resolution. Such written records shall be on file at the office of the Grantee. The Grantee shall provide the City or Commission with a written summary of such complaints and their resolution upon request of the City or Commission. As to Subscriber complaints, Grantee shall comply with FCC record-keeping regulations, and make the results of such record-keeping available to the City or Commission upon request.

5.5.4 Excluding conditions beyond the control of the Grantee, the Grantee shall commence working on a service interruption within twenty-four (24) hours after the service interruption becomes known and pursue to conclusion all steps reasonably necessary to correct the interruption. The Grantee must begin actions to correct other service problems the next business day after notification of the service problem, and pursue to conclusion all steps reasonably necessary to correct the problem.

5.5.5 The Grantee may schedule appointments for Installations and other service calls either at a specific time or, at a maximum, during a four-hour time block during the hours of 9:00 a.m. to 8:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturdays. The Grantee may also schedule service calls outside such hours for

the convenience of customers. The Grantee shall use its best efforts to not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If the installer or technician is late and will not meet the specified appointment time, he/she must use his/her best efforts to contact the customer and reschedule the appointment at the sole convenience of the customer. Service call appointments must be met in a manner consistent with FCC standards.

5.5.6 The Grantee shall respond to written complaints from the City and the Commission in a timely manner, and provide a copy of each response to the City and the Commission within thirty (30) days. In addition, the Grantee shall respond to all written complaints from Subscribers within (30) days of receipt of the complaint.

5.5.7. The Grantee shall have TDD/TYY (or equivalent) equipment, and a publicly listed telephone number for such equipment, that will allow hearing impaired customers to contact the Grantee.

5.6 <u>Subscriber Contracts</u>.

The Grantee shall file with the Commission any standard form Subscriber contract utilized by Grantee. If no such written contract exists, the Grantee shall file with the Commission a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any Subscriber contract(s) shall be available for public inspection during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday.

5.7 <u>Service Credit</u>.

5.7.1 In the event a Subscriber establishes or terminates service and receives less than a full month's service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which service was rendered to the number of days in the billing cycle.

5.7.2 If, for any reason, Service is interrupted for a total period of more than twenty-four (24) hours in any thirty (30) day period, Subscribers shall, upon request, be credited pro rata for such interruption.

5.8 <u>Refunds or Credits</u>.

5.8.1 Any refund checks shall be issued promptly, but not later than either:

5.8.1.1 The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier; or

5.8.1.2 The return of the equipment supplied by the Grantee if Service is terminated.

5.8.2 Any credits for Service shall be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

5.9 Late Fees.

Fees for the late payment of bills shall not be assessed until after the Service has been fully provided.

5.10 Notice to Subscribers.

5.10.1 The Grantee shall provide each Subscriber at the time Cable Service is installed, and at least every twelve (12) months thereafter, the following materials:

5.10.1.1 Instructions on how to use the Cable Service;

5.10.1.2. **B**illing and complaint procedures, and written instructions for placing a service call, filing a complaint, or requesting an adjustment (including when a Subscriber is entitled to refunds for outages and how to obtain them);

5.10.1.3 A schedule of rates and charges, channel positions and a description of products and services offered, including any free or universal service;

5.10.1.4 Prices and options for programming services and conditions of subscription to programming and other services; and

5.10.1.5 A description of the Grantee's installation and service maintenance policies, Subscriber privacy rights, and privacy rights (only at installation of such service), delinquent Subscriber disconnect and reconnect procedures and any other of its policies applicable to Subscribers.

5.10.2 Copies of materials specified in the preceding subsection shall be provided to the Commission upon request.

5.10.3 All Grantee promotional materials, announcements and advertising of Cable Service to Subscribers and the general public, where price information is listed in any manner, shall be reasonably clear, concise, accurate and understandable.

5.11 Exclusive Contracts and Anticompetitive Acts Prohibited.

5.11.1 The Grantee may not require a residential Subscriber to enter into an exclusive contract as a condition of providing or continuing Cable Service.

5.11.2 The Grantee shall not engage in acts prohibited by federal or State law that have the purpose or effect of limiting competition for the provision of Cable Service in the City.

5.12 Office Availability and Payment Centers.

5.12.1 The Grantee shall install, maintain and operate, throughout the term of this Franchise, a single staffed payment center in the Quad Cities Franchise Area with regular business hours at a location agreed upon by the Commission and the Grantee. Additional payment centers may be installed at other locations. The purpose of the payment center(s) shall be to receive Subscriber payments. All Subscriber remittances at a payment center shall be posted to Subscribers' accounts within forty-eight (48) hours of remittance. Subscribers shall not be charged a late fee or otherwise penalized for any failure by the Grantee to properly credit a Subscriber for a payment timely made.

5.12.2 The Grantee shall, at the request of the Subscriber, deliver or retrieve equipment at no delivery charge in association with a request for service repair, or retrieval charge in association with the discontinuation of Service, (*e.g.*, Set Top Boxes and remote controls). Grantee will not charge a Subscriber for the replacement of a defective Set Top Box or for the return of a Set Top Box when the Subscriber discontinues service.

SECTION 6.

ACCESS CHANNEL(S) PROVISIONS

6.1. Public, Educational and Government Access.

6.1.1 The City or its designee shall operate, administer, promote, and manage PEG access programming on the Cable System.

6.1.2 Within one hundred eighty (180) days from the Effective Date, the Grantee shall dedicate and make available seven (7) video channels for public, educational, governmental and religious use; provided, however, that the Grantee shall not be required to provide more, nor shall provide fewer, such channels than the incumbent franchise. Use of the seven (7) PEG Access Channels shall be determined by the Commission. The Commission shall have the right to rename, reprogram or otherwise change the use of these channels at any time, in its sole discretion, provided such use is Noncommercial and public, educational, governmental or religious in nature. Nothing herein shall diminish any rights of the Commission to secure additional PEG channels pursuant to Minn. Stat. § 238.084, which is expressly incorporated herein by reference.

6.1.3 Upon designating the location (i.e. channel number) of the PEG channels, the channels shall not be relocated without the consent of the Commission. Grantee shall make reasonable efforts to minimize relocations of the PEG channels. Grantee must request any channel relocation at least three (3) months prior to seeking to implement the channel relocation. Grantee shall reimburse the City, the Commission and/or PEG entity for any reasonable costs incurred for: (i) purchasing or modifying equipment, business cards, and signage; (ii) any marketing and notice of the channel change that the Commission, the City and/or PEG entity reasonably determines is necessary; (iii) logo changes; and (iv) promoting, marketing and advertising the channel location of the affected PEG channel(s) during the twelve-month period preceding the effective date of the channel change. Alternatively, the Grantee may choose to supply necessary equipment itself, provided such equipment is satisfactory to the City, the Commission or PEG entity.

6.1.4 Grantee shall make all PEG channels available in standard definition (SD), digital format, and in high definition (HD) provided that the signal received from the Commission, City or PEG entity by the Grantee is in HD, and provided that the Grantee shall not be required to provide the PEG channels at a resolution higher than the highest resolution used in connection with the Grantee's delivery of other channels. Grantee may implement HD carriage of the PEG channels in any manner (including selection of compression, utilization of IP, amount of system capacity or bandwidth, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality comparable (meaning indistinguishable to the viewer) to broadcast HD channels carried on the cable system. The Commission acknowledges that HD programming may require the viewer to have special viewer equipment (such as an HDTV and an HD-capable digital device/receiver), but any subscriber who can view an HD signal delivered via the cable system at a receiver shall also be able to view the HD PEG channel at that receiver, without additional charges or equipment.

All of the Access Channels will be made available through a multi-channel display (i.e. a picture in picture feed) on a single TV screen called a "mosaic" (the "Quad Cities Mosaic"), where a cable subscriber can access via an interactive video menu one of any of the seven (7) Access Channels. The Quad Cities Mosaic will be located on Channel 40. The seven (7) Access Channels will be located at Channels 8440-8445 and 8049 (SD), and 8940-8945 and 8549 (HD). The Quad Cities Mosaic will contain only Access Channels authorized by the Commission, provided that the Commission may add to its Mosaic channels originated by other franchising authorities with consent of such originator if programming on such channel(s) is of public interest within the Quad Cities Franchise Area. Grantee shall not include any other programming or Channels on the Quad Cities Mosaic, or any Quad Cities originated programming on another PEG producer's Mosiac, without the Commission's written consent.

6.1.5 As the Grantee innovates and improves the functionality and interactivity and/or adds capability for personalization of the Mosaics, the Grantee will provide the same nagivational, interactive and personalization features for the Quad Cities Mosaic Channel as are available to Subscribers for every other commercial

Mosaic Channel. (For example, if a Subscriber has the capability to add selected sports or news Channels to the Sports or News Mosaics, then that Subscriber shall also be able to add a PEG Channel to any of the Mosaics.

If through technology changes or innovation in the future, the Grantee discontinues the use of Mosaic presentations for other Channels including broadcast channels and commercial cable/satellite Channels (such as the News Mosiac, the Sports Mosaic, and/or the Children's Mosaic), then Grantee will either continue to support the Quad Cities Mosaic Channel as determined in the Commission's sole discretion or reach mutual agreement with the Commission regarding how to accommodate the Quad Cities Mosaic Channel to ensure PEG Channels are treated no less favorably than commercial channels provided by Grantee.

6.1.6 Grantee will make its electronic programming guide vendor ("EPG provider") available giving the Commission or City the ability to place PEG channel programming information on the Grantee's interactive channel guide. Grantee will be responsible for providing the designations and instructions necessary to ensure the channels will appear on the programming guide and for any System costs associated therewith. The Commission shall be responsible for providing programming information to the EPG provider and for any costs the EPG provider charges to programmers who utilize its service.

6.1.7 In the event the Grantee makes any change in the System or related equipment and facilities or in signal delivery technology, which change directly or indirectly causes the signal quality or transmission of PEG channel programming or PEG services to fall below technical standards under applicable law, the Grantee shall, at its own expense, provide any necessary technical assistance, transmission equipment, and training of PEG personnel, and in addition, provide necessary assistance so that PEG facilities may be used as intended, including, among other things, so that live and taped programming can be cablecasted efficiently to Subscribers. Grantee shall carry all components of the PEG Channels offered by the City and Commission including closed captioning, multichannel sound, DVR capability, etc.

6.1.8 All PEG channels shall be carried on the Basic Service tier.

6.2 PEG Support Obligations.

6.2.1 In addition to the franchise fee required under this Franchise, the Grantee shall collect from Subscribers via an itemization on customer bills ("PEG Fee") and pay quarterly to the Commission an amount equal to three percent (3%) of its Gross RevenuesPayment of the PEG Fee shall be made to the Commission within thirty (30) days of the end of each of the Grantee's fiscal quarters together with a report showing the basis for the computation. The Commission shall have the right to require further supporting information for each payment. All amounts paid under this paragraph shall be subject to audit and recomputation by the Commission in accordance with the rights provided to the City pursuant to Section 8.3 of this Franchise. In the event the PEG Fee amount or structure paid by the

incumbent cable provider to the City or Commission is modified during the term of this Franchise, then the City shall so notify the Grantee of any such change and the parties will meet to determine if the Grantee's PEG Fee structure should be modified to ensure that Grantee's PEG Fee payment obligations hereunder do not exceed those of the incumbent cable provider.

6.2.2 The Grantee and the City agree comply with any federal or State statutory change that entirely eliminates the Grantee's obligation to pay a franchise fee.

6.2.3 The Grantee acknowledges that the franchise held by the incumbent franchised cable provider within the Franchise Area includes obligations for an Institutional Network for the benefit of the City and other institutions and to facilitate PEG uses of the I-Net. The parties acknowledge that the public interest would not be served by duplicating existing I-Net facilities or services provided under other franchises. Grantee agrees that if any other cable operator franchised within the Franchise Area provides additional I-Net facilities or services which results in additional costs incurred by such other franchised cable operator, the Grantee shall meet with the Commission upon request of the Commission to determine a fair and equitable contribution of I-Net facilities by the Grantee to proportionately match said I-Net obligations. If the City and Grantee are not able to reach mutual agreement to resolve this issue, the Grantee and the City agree to enter into a binding mediation to determine a fair and equitable contribution by the Grantee to proportionately match (on a per month, per subscriber basis) said I-Net obligations.

6.3 <u>Regional Channel 6</u>.

The Grantee shall designate standard VHF Channel 6 for uniform regional channel usage to the extent required by State law.

6.4 <u>Leased Access Channels</u>.

The Grantee shall provide Leased Access Channels as required by federal and State law.

6.5 <u>Universal Service Tier</u>.

The Grantee shall not have a Universal PEG Tier obligation until the first date by which Grantee is providing Cable Service to more than fifty percent (50%) of all subscribers receiving facilities based Cable Service from both the Grantee and any other provider(s) of Cable Service within the City. At that time, the City, in its reasonable discretion and after meeting with Grantee, shall determine the timeframe required to comply with the requirements of this Section 6.5.

6.6 <u>Costs and Payments not Franchise Fees</u>.

The parties agree that any costs to the Grantee associated with the provision of support for PEG access pursuant too Section 6 of this Franchise does not constitute

and is not part of a franchise fee and falls within one or more of the exceptions to 47 U.S.C. § 542.

SECTION 7.
ACCESS CHANNEL DISTRIBUTION

7.1 PEG Programming Connectivity.

Grantee acknowledges that the City has acquired Institutional Network (I-Net) capacity, facilities, interconnection, services and resources from the incumbent franchised cable provider to, among other things, facilitate institutions' deliver of PEG programming to the Commission's master control facility. The I-Net capacity the City has acquired includes dedicated fiber capacity, facilities, interconnection, services and resources. Grantee shall provide additional connectivity for such PEG access programming purposes as provided herein, provided that the parties acknowledge that the public interest would not be served by duplicating existing I-Net facilities or services already provided under the incumbent's franchise. To the extent required for delivery of PEG programming due to elimination of I-Net capacity provided by the incumbent provider, Grantee shall provide and maintain, free of charge and without fees or costs imposed, a direct fiber connection from an agreed upon demarcation point at City Hall to the agreed upon demarcation point at the Commissions master control or Grantee's headend within 180 days of the City's written request.

7.2 Subscriber Network Drops to Designated Buildings.

7.2.1 Grantee shall provide, free of charge, installation and activation of one (1) subscriber network Drop, and one (1) outlet to the Commission's office. Grantee shall make best efforts to provide within a reasonable period time, taking market based success and Grantee's System expansion and Service activation progress into consideration, free of charge, one (1) subscriber network Drop, and one (1) cable outlet to City Hall. In addition, Grantee shall provide the foregoing free service and facilities to the institutions identified and designated for such facilities in Exhibit A, which is attached hereto and made a part hereof, provided such locations are Qualified Living Units and not receiving similar service from another provider.

7.2.2 The Grantee shall provide Basic Cable Service free of charge to institutions as provided in Section 7.2.1, provided, however, that the City or Commission may disconnect the other provider and require Grantee to meet the obligations herein if the location is a Qualified Living Unit. Grantee shall provide up to three (3) Set Top Boxes per institution free of charge and may charge for additional Set Top Boxes provided, however, that Grantee will provide an additional five (5) Set Top Boxes to serve additional outlets at institutional locations at the Commission or City's discretion, provided further, however, that City Hall will receive up to seven (7) Set Top Boxes free of charge. Grantee will provide free Service at City Hall even if the site is served by another provider. The Set Top Boxes or other equipment provided to receive Service shall permit reception of SD, HD and video on demand services.

7.2.3 Institutions may add outlets at their own expense, as long as the Installation meets the Grantee's standards. The Grantee shall have three (3) months from the date of City designation of additional institution(s) to provide a Drop and outlet to a Qualified Living Unit that is not receiving similar service from another provider, unless weather or other conditions beyond the control of the Grantee require more time.

7.2.4 Grantee agrees that if any broadband service is required in order to receive the Complimentary Service obligations set forth, Grantee will provide such broadband service free of charge for the provision of free Cable Service. Grantee agrees that it will not offset, deduct or reduce its payment of past, present or future Franchise Feees required as a result of its obligations required herein.

7.3 <u>Broadband</u>.

Throughout the term of the Franchise, and as the term may be extended, Grantee shall provide the Commission high speed internet service with a modem and up to five (5) static IP addresses, with Grantee's highest available upstream bandwidth at such location ("Commission Broadband Service"), which may be used by the Commission for public use and various PEG purposes as determined in Commission's sole discretion. The Commission Broadband Service shall be provided by Grantee free of charge and at no cost to the Commission for both the monthly service and equipment.

7.4 <u>Interconnection</u>.

7.4.1 The System serving the Commission and its Member Cities shall be completely interconnected.

7.4.2 Grantee shall provide a discreet, non-public, video interconnect network, from an agreed upon Demarcation Point at the Commission's master control facility at the Commission's office to Grantee's headend. The video interconnect network shall provide sufficient allocated bandwidth to allow PEG operators that have agreed with Grantee to share (send and receive) live and recorded programming for playback on their respective systems, provided that such allocated bandwidth shall be not less than 50 Mbps. Where available the Grantee shall provide the video interconnect network and the network equipment necessary, for the high-priority transport of live multicast HD/SD video streams as well as lower-priority file-sharing. Grantee shall provide sufficient bandwidth for each participating PEG entity to send its original programming, receive at least two (2) additional multicast HD/SD streams from any other participating PEG entity, and all the transfer of files. Each participating PEG entity is responsible for encoding its own SD/HD content in suitable bit rates to be transported by the video interconnect network without exceeding the allocated bandwidth.

7.4.3 Grantee shall make available for Interconnection purposes one (1) channel for forward video purposes, one (1) Channel for return video purposes, between the System serving the City and all other Cable systems under common ownership with Grantee that participate in the Twin Cities Metro PEG Interconnect Network.

SECTION 8.
OPERATION AND ADMINISTRATION PROVISIONS

8.1 Administration of Franchise.

The City's designated cable television administrator shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise. The City may issue such reasonable rules and regulations concerning the construction, operation and maintenance of the System as are consistent with the provisions of the Franchise and law.

8.2 Delegated Authority.

The City may appoint a citizen advisory body or may delegate to any other body or Person authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise. The Grantee shall cooperate with any such delegatee of the City.

8.3 Franchise Fee.

8.3.1 During the term of the Franchise, the Grantee shall pay quarterly to the City or its delegatee a Franchise fee in an amount equal to five percent (5%) of Gross Revenues.

8.3.2 Any payments due under this provision shall be payable quarterly. The payment shall be made within thirty (30) days of the end of each of Grantee's fiscal quarters together with a report showing the basis for the computation. The City shall have the right to require further supporting information for each franchise fee payment.

8.3.3 All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. The Grantee shall be responsible for providing the City all records necessary to confirm the accurate payment of franchise fees. The Grantee shall maintain such records for five (5) years, unless in the Grantee's ordinary course of business specific records are retained for a shorter period, but in no event less than three (3) years. If an audit discloses an overpayment or underpayment of franchise fees, the City shall notify the Grantee of such overpayment or underpayment. The City's audit expenses shall be borne by the City unless the audit determines that the payment to the City should be increased by more than five percent (5%) in the audited period, in which case the costs of the audit shall be borne by the Grantee as a cost incidental to the enforcement of the Franchise. Any additional amounts due to the City as a result of the audit shall be paid to the City within thirty (30) days following written notice to the Grantee by the City of the underpayment, which notice shall include a copy of the audit report. If the recomputation results in additional revenue to be paid to the City, such amount shall be subject to a ten percent (10%) annual interest charge. If the audit determines that there has been an overpayment by the Grantee, the Grantee may credit any overpayment against its next quarterly payment.

8.3.4 In the event any franchise fee payment or recomputation amount is not made on or before the required date, the Grantee shall pay, during the period such unpaid amount

is owed, the additional compensation and interest charges computed from such due date, at an annual rate of ten percent (10%).

8.3.5 Nothing in this Franchise shall be construed to limit any authority of the City to impose any tax, fee or assessment of general applicability.

8.3.6 The franchise fee payments required by this Franchise shall be in addition to any and all taxes or fees of general applicability. The Grantee shall not have or make any claim for any deduction or other credit of all or any part of the amount of said franchise fee payments from or against any of said taxes or fees of general applicability, except as expressly permitted by law. The Grantee shall not apply nor seek to apply all or any part of the amount of said franchise fee payments as a deduction or other credit from or against any of said taxes or fees of general applicability, except as expressly permitted by law. Nor shall the Grantee apply or seek to apply all or any part of the amount of any of said taxes or fees of general applicability as a deduction or other credit from or against any of its franchise fee obligations, except as expressly permitted by law.

8.3.7 To the extent Grantee or its affiliates, including any affiliate owning all or part of the System, receives revenues for the provision of a discounted bundle of services that includes both Cable Services and non-Cable Services, such revenues shall be included in Grantee's Gross Revenues using a Generally Accepted Accounting Principles methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law (for example, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value). Such allocations shall be subject to review and challenge by the Commission or City.

Grantee reserves the right to change the allocation methodologies set forth in this section in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee will give the Commission written notice of any such changes and Grantee shall, upon request or as part of any audit or review of franchise fee payments, document the change in allocation methodology.

Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties. The Commission and City reserve the right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

8.4 Access to Records.

The City shall have the right to inspect, upon reasonable notice and during Grantee's administrative office hours, or require Grantee to provide within a reasonable time, on a confidential and proprietary basis, copies of any records maintained by Grantee or its Affiliates, including specifically Gross Revenues worksheets, and accounting and financial

records maintained by Grantee which relate to compliance of System operations with this Franchise or other applicable law.

8.5 <u>Reports and Maps to be Filed with City</u>.

8.5.1 The Grantee shall file with the City, at the time of payment of the Franchise Fee, a report of all Gross Revenues in a form and substance as required by City.

8.5.2 The Grantee shall prepare and furnish to the City, at the times and in the form prescribed, such other reports with respect to Grantee's operations pursuant to this Franchise as the City may require. The City shall use its best efforts to protect proprietary or trade secret information all consistent with state and federal law.

8.5.3 The Grantee shall make available to the City the maps, plats and permanent records of the location and character of all facilities constructed, including underground facilities, and Grantee shall make available with the City updates of such maps, plats and permanent records as provided in Section 4 above.

8.6 <u>Periodic Evaluation</u>.

8.6.1 The City may require evaluation sessions during any quarterly meeting as provided in Section 4 above.

8.6.2 Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access channels, facilities and support, municipal uses of cable, Subscriber rates, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics the City deems relevant.

8.6.3 As a result of a periodic review or evaluation session, upon notification from City, Grantee shall meet with City and undertake good faith efforts to reach agreement on changes and modifications to the terms and conditions of the Franchise which are both economically and technically feasible.

SECTION 9.

GENERAL FINANCIAL AND INSURANCE PROVISIONS

9.1. <u>Performance Bond</u>.

9.1.1 Within 30 days of the Effective Date, and at all times thereafter, until the Grantee has liquidated all of its obligations with the City and the Commission, the Grantee shall furnish a bond to the Commission in the amount of $100,000.00 in a form and with such sureties as are reasonably acceptable to the Commission. This bond will be conditioned upon the faithful performance by the Grantee of its Franchise obligations and upon the further condition that in the event the Grantee shall fail to comply with any law, ordinance or regulation governing the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by the

Commission or City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes due the City or the Commission which arise by reason of the construction, operation, or maintenance of the System. The rights reserved by the City and the Commission with respect to the bond are in addition to all other rights the City may have under the Franchise or any other law. The City may, from year to year, in its sole discretion, reduce the amount of the bond.

9.1.2 The time for Grantee to correct any violation or liability shall be extended by City if the necessary action to correct such violation or liability is, in the sole determination of City, of such a nature or character as to require more than thirty (30) days within which to perform, provided Grantee provides written notice that it requires more than thirty (30) days to correct such violations or liability, commences the corrective action within the thirty (30)-day cure period and thereafter uses reasonable diligence to correct the violation or liability.

9.1.3 In the event this Franchise is revoked by reason of default of Grantee, City shall be entitled to collect from the performance bond that amount which is attributable to any damages sustained by City as a result of said default or revocation.

9.1.4 Grantee shall be entitled to the return of the performance bond, or portion thereof, as remains sixty (60) days after the expiration of the term of the Franchise or revocation for default thereof, provided City or the Commission has not notified Grantee of any actual or potential damages incurred as a result of Grantee's operations pursuant to the Franchise or as a result of said default.

9.1.5 The rights reserved to City or Commission with respect to the performance bond are in addition to all other rights of City or Commission whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to the performance bond shall affect any other right City or the Commission may have.

9.2. <u>Letter of Credit</u>.

9.2.1 Within 30 days of the Effective Date, the Grantee shall deliver to the Commission an irrevocable and unconditional Letter of Credit, in a form and substance acceptable to the Commission, from a National or State bank approved by the Commission, in the amount of $25,000.00.

9.2.2 The Letter of Credit shall provide that funds will be paid to the City upon written demand of the City, and in an amount solely determined by the City in payment for penalties charged pursuant to this Section, in payment for any monies owed by the Grantee to the City or any Person pursuant to its obligations under this Franchise, or in payment for any damage incurred by the City or any Person as a result of any acts or omissions by the Grantee pursuant to this Franchise.

9.2.3 In addition to recovery of any monies owed by the Grantee to the City or any Person or damages to the City or any Person as a result of any acts or omissions by the Grantee pursuant to the Franchise, the City in its sole discretion may charge to and collect from the Letter of Credit the following penalties:

9.2.3.1 For failure to timely complete the System construction as provided in this Franchise, unless the City or the Commission approves the delay, the penalty shall be $500.00 per day for each day, or part thereof, such failure occurs or continues.

9.2.3.2 For failure to provide data, documents, reports or information or to cooperate with City or the Commission during an application process or system review or as otherwise provided herein, the penalty shall be $250.00 per day for each day, or part thereof, such failure occurs or continues.

9.2.3.3 Fifteen (15) days following notice from City or Commission of a failure of Grantee to comply with construction, operation or maintenance standards, the penalty shall be $250.00 per day for each day, or part thereof, such failure occurs or continues.

9.2.3.4 For failure to provide the services and the payments required by this Franchise, including, but not limited to, the implementation and the utilization of the PEG Access Channels, the penalty shall be $250.00 per day for each day, or part thereof, such failure occurs or continues.

9.2.3.5 For Grantee's breach of any written contract or agreement with or to the City or the Commission, the penalty shall be $250.00 per day for each day, or part thereof, such breach occurs or continues.

9.2.3.6 For failure to comply with any of the provisions of this Franchise, or other City ordinance for which a penalty is not otherwise specifically provided pursuant to this subsection 9.2.3, the penalty shall be $250.00 per day for each day, or part thereof, such failure occurs or continues.

9.2.4 Each violation of any provision of this Franchise shall be considered a separate violation for which a separate penalty can be imposed; provided, however, that Grantee will not be charged under more than one penalty provision for each separate violation.

9.2.5 Whenever the City or the Commission determines that the Grantee has violated one or more terms, conditions or provisions of this Franchise, or for any other violation contemplated in subsection 9.2.3 above, a written notice shall be given to Grantee informing it of such violation. At any time after thirty (30) days (or such longer reasonable time which, in the determination of the City or the Commission, is necessary to cure the alleged violation) following local receipt of notice, provided the Grantee remains in violation of one or more terms, conditions or provisions of this Franchise, in the sole opinion of the City the City may draw from

the Letter of Credit all penalties and other monies due the City from the date of the local receipt of notice.

9.2.6 Prior to drawing on the Letter of Credit, the City or the Commission shall give Grantee written notice that it intends to draw, and the Grantee may, within seven (7) days thereafter, notify the City in writing that there is a dispute as to whether a violation or failure has in fact occurred. Such written notice by the Grantee to the City shall specify with particularity the matters disputed by Grantee. All penalties shall continue to accrue, but the City or the Commission may not draw from the Letter of Credit during any appeal pursuant to this subparagraph 9.2.6.

9.2.6.1 City or the Commission shall hear Grantee's dispute within sixty (60) days and the City shall render a final decision within sixty (60) days thereafter. Withdrawal from the Letter of Credit may occur only upon a final decision.

9.2.7 If said Letter of Credit or any subsequent Letter of Credit delivered pursuant thereto expires prior to thirty (30) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than thirty (30) months after the expiration of this Franchise. The renewed or replaced Letter of Credit shall be of the same form and with a bank authorized herein and for the full amount stated in subsection 9.2.1 of this Section.

9.2.8 If the City draws upon the Letter of Credit or any subsequent Letter of Credit delivered pursuant hereto, in whole or in part, the Grantee shall replace or replenish to its full amount the same within ten (10) days and shall deliver to the City a like replacement Letter of Credit or certification of replenishment for the full amount stated in Section 9.2.1 as a substitution of the previous Letter of Credit. This shall be a continuing obligation for any withdrawals from the Letter of Credit.

9.2.9 If any Letter of Credit is not so replaced or replenished, the City may draw on said Letter of Credit for the whole amount thereof and use the proceeds as the City determines in its sole discretion. The failure to replace or replenish any Letter of Credit may also, at the option of the City, be deemed a default by the Grantee under this Franchise. The drawing on the Letter of Credit by the City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of the Grantee which are in default, shall not be a waiver or release of such default.

9.2.10 The collection by City of any damages, monies or penalties from the Letter of Credit shall not affect any other right or remedy available to it, nor shall any act, or failure to act, by the City pursuant to the Letter of Credit, be deemed a waiver of any right of the City pursuant to this Franchise or otherwise.

9.3 <u>Indemnification of City</u>.

9.3.1 The City and its officers, boards, committees, commissions, elected and appointed officials, employees, volunteers and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, arising out of or in connection with Grantee's construction, operation, maintenance, repair or removal of the System or as to any other action of Grantee with respect to this Franchise.

9.3.2 Grantee shall indemnify, defend, and hold harmless the City and its officers, boards, committees, commissions, elected and appointed officials, employees, volunteers and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the City's exercise, administration, or enforcement of the Franchise.

9.3.3 In addition, Grantee shall contemporaneously with this Franchise execute an Indemnity Agreement in the form of Exhibit B, which shall indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses arising out of the actions of the City in granting this Franchise. This obligation includes any claims by another franchised cable operator against the City that the terms and conditions of this Franchise are less burdensome than another franchise granted by the city or that this Franchise does not satisfy the requirements of applicable state law(s). Grantee shall additionally indemnify, defend, and hold harmless City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the City's exercise, administration, or enforcement of the Franchise. On or before the Effective Date, Grantee shall execute a separate indemnity agreement in a form acceptable to the City, which shall indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses arising out of the actions of the City in granting this Franchise. This obligation includes any claims by the incumbent cable operator against the City that the terms and conditions of this Franchise are less burdensome than the incumbent's franchise, or that this Franchise does not satisfy the requirements of applicable state law(s).

9.3.4. Nothing in this Franchise relieves a Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regrading, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.

9.3.5 The Grantee shall not be required to indemnify the City for negligence or misconduct on the part of the City or its officers, boards, committees, commissions, elected or appointed officials, employees, volunteers or agents, including any loss or claims.

9.3.6 Related only to PEG programming, the Grantee shall not be required to indemnify the City for negligence or misconduct on the part of the City or its officers, boards, committees, commissions, elected or appointed officials, employees, volunteers or agents, including any loss or claims.

9.4 **Insurance.**

9.4.1 As a part of the indemnification provided in this Franchise, but without limiting the foregoing, Grantee shall file with Commission at the time of its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, that covers broadcaster's liability and contractual liability coverage, in protection of the Grantee, the Commission, the City and its officers, elected and appointed officials, boards, commissions, commissioners, agents, employees and volunteers for any and all damages and penalties which may arise as a result of this Franchise. The policy or policies shall name the City and the Commission as an additional insured, and in their capacity as such, City and Commission officers, elected and appointed officials, boards, commissions, commissioners, agents, employees and volunteers. The broadcasters/cablecasters' liability coverage specified in this provision shall be subject to this Franchise regarding indemnification of the City.

9.4.2 The policies of insurance shall be in the sum of not less than $1,500,000.00 for personal injury or death of any one Person, and $2,000,000.00 for personal injury or death of two or more Persons in any one occurrence, $1,500,000.00 for property damage to any one person and $2,000,000.00 for property damage resulting from any one act or occurrence.

9.4.3 The policy or policies of insurance shall be obtained from a company licensed to do business in Minnesota. The Grantee shall provide a certificate of insurance coverage to the City. The policy shall either state that the City shall be notified in writing by the insurer thirty (30) days in advance of any cancellation or termination of such policy or, in the alternative, Grantee shall provide immediate written notice to the City if a cancellation or termination notice is received by Grantee and Grantee shall thereafter undertake immediate steps to secure a replacement policy meeting the requirements set forth herein.

9.4.4 Grantee shall keep on file with the Commission Certificates of Insurance.

9.4.5 Failure to comply with the insurance requirements of this Section shall constitute a material violation of this Franchise.

SECTION 10.
SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

10.1. <u>City's Right to Revoke</u>.

10.1.1 In addition to all other rights which City has pursuant to law or equity, City reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by City that:

10.1.1.1 Grantee has violated material provisions(s) of this Franchise; or

10.1.1.2 Grantee has attempted to evade any of the provisions of the Franchise; or

10.1.1.3 Grantee has practiced fraud or deceit upon City or the Commission.

City may revoke this Franchise without the hearing required by Section 10.2.2 herein if Grantee is adjudged a bankrupt entity.

10.2. <u>Procedures for Revocation</u>.

10.2.1 The City shall provide the Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. In the notice required herein, the City shall provide the Grantee with the basis for revocation.

10.2.2 The Grantee shall be provided the right to a public hearing affording due process before the City Council prior to the effective date of revocation, which public hearing shall follow the thirty (30) day notice provided in subparagraph 10.2.1 above. The City shall provide the Grantee with written notice of its decision together with written findings of fact supplementing said decision.

10.2.3 Only after the public hearing and upon written notice of the determination by the City to revoke the Franchise may the Grantee appeal said decision with an appropriate state or federal court or agency.

10.2.4 During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires or unless continuation of the Franchise would endanger the health, safety and welfare of any Person or the public.

10.3. <u>Abandonment of Service</u>.

The Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to the City. The Grantee may not abandon the System or any portion thereof without compensating the City for damages resulting from the abandonment, including all costs incident to removal of the System, if required by the City pursuant to Section 10.4.

10.4. <u>Removal After Abandonment, Termination or Forfeiture</u>.

10.4.1 In the event of termination or forfeiture of the Franchise or abandonment of the System, the City shall have the right to require the Grantee to remove all or any portion of the System used exclusively for the provision of Cable Service from all Rights-of-Way and public property within the City.

10.4.2 If the Grantee has failed to commence removal of the System, or such part thereof as was designated by the City, within thirty (30) days after written notice of the City's demand for removal is given, or if the Grantee has failed to complete such removal within twelve (12) months after written notice of the City's demand for removal is given, the City shall have the right to apply funds secured by the Letter of Credit and Performance Bond toward removal and/or declare all right, title, and interest to the System to be in the City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.

10.5. <u>Sale or Transfer of Franchise</u>.

10.5.1 No sale or transfer of the Franchise, or sale, transfer, or fundamental corporate change of or in Grantee, including, but not limited to, a fundamental corporate change in Grantee's parent corporation or any entity having a controlling interest in Grantee, the sale of a controlling interest in the Grantee's assets, a merger including the merger of a subsidiary and parent entity, consolidation, or the creation of a subsidiary or affiliate entity, shall take place until a written request has been filed with the City requesting approval of the sale, transfer, or corporate change and such approval has been granted or deemed granted, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure an indebtedness. Upon notice to the City, Grantee may undertake legal changes necessary to consolidate the corporate or partnership structures of its System provided there is no change in the controlling interests which could materially alter the financial responsibilities for the Grantee and provided Grantee must seek approval of any transaction constituting a “fundamental corporate change” under state law.

10.5.2 Any sale, transfer, exchange or assignment of stock in Grantee, or Grantee's parent corporation or any other entity having a controlling interest in Grantee, so as to create a new controlling interest therein, shall be subject to the requirements of this Section 10.5. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised. In any event, as used herein, a new "controlling interest" shall be deemed to be created upon the acquisition through any transaction or related group of transactions of a legal or beneficial interest of fifteen percent (15%) or more by one Person. Acquisition by one

Person of an interest of five percent (5%) or more in a single transaction shall require notice to the City.

10.5.3 The Grantee shall file, in addition to all documents, forms and information required to be filed by applicable law, the following:

10.5.3.1 All contracts, agreements or other documents that constitute the proposed transaction and all exhibits, attachments, or other documents referred to therein which are necessary in order to understand the terms thereof;

10.5.3.2 A list detailing all documents filed with any state or federal agency related to the transaction including, but not limited to, the Minnesota Public Utilities Commission ("MPUC"), the Federal Communications Commission ("FCC"), the Federal Trade Commission ("FTC"), the Federal Election Commission ("FEC"), the Securities and Exchange Commission ("SEC") or the Minnesota Department of Transporitation ("MnDOT"). Upon request, Grantee shall provide City with a complete copy of any such document; and

10.5.3.3 Any other documents or information related to the transaction as may be specifically requested by the City.

10.5.4 The City shall have such time as is permitted by federal law in which to review a transfer request.

10.5.5 Grantee shall reimburse City for all the reasonable legal, administrative, consulting costs and fees associated with the City's review of any request to transfer. Nothing herein shall prevent Grantee from negotiating partial or complete payment of such costs and fees by the transferee. Grantee may not itemize any such reimbursement on Subscriber bills, but may recover such expenses in its Subscriber rates.

10.5.6 In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to subsections 10.5.1 or 10.5.2 of this Section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations hereunder.

10.5.7 In the event of any proposed sale, transfer, corporate change, or assignment pursuant to subsection 10.5.1 or 10.5.2, the City shall have the right to purchase the System for the value of the consideration proposed in such transaction. The City's right to purchase shall arise upon City's receipt of notice of the material terms of an offer or proposal for sale, transfer, corporate change, or assignment, which Grantee has accepted. Notice of such offer or proposal must be conveyed to City in writing and separate from any general announcement of the transaction.

10.5.8 The City shall be deemed to have waived its right to purchase the System pursuant to this Section only in the following circumstances:

10.5.8.1 If City does not indicate to Grantee in writing, within sixty (60) days of receipt of written notice of a proposed sale, transfer, corporate change, or assignment as contemplated in Section 10.5.7 above, its intention to exercise its right of purchase; or

10.5.8.2 It approves the assignment or sale of the Franchise as provided within this Section.

10.5.9 No Franchise may be transferred if the City determines the Grantee is in noncompliance of the Franchise unless an acceptable compliance program has been approved by City. The approval of any transfer of ownership pursuant to this Section shall not be deemed to waive any rights of City to subsequently enforce noncompliance issues relating to this Franchise.

10.5.10 Any transfer or sale of the Franchise without the prior written consent of the City shall be considered to impair the City's assurance of due performance. The granting of approval for a transfer or sale in one instance shall not render unnecessary approval of any subsequent transfer or sale for which approval would otherwise be required.

SECTION 11.
PROTECTION OF INDIVIDUAL RIGHTS

11.1 Discriminatory Practices Prohibited.

Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other applicable federal, State, and city laws.

11.2. Subscriber Privacy.

11.2.1 No signals, including signals of a Class IV Channel, may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV Channel activity planned for the purpose of monitoring individual viewing patterns or practices.

11.2.2 No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee or its agents for Grantee's service business use or to City for the purpose of Franchise administration, and also to the Subscriber

subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

11.2.3 Written permission from the Subscriber shall not be required for the conducting of System-wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in subsection 11.2.2.

SECTION 12.
UNAUTHORIZED CONNECTIONS AND MODIFICATIONS

12.1 Unauthorized Connections or Modifications Prohibited.

It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any unauthorized connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System or to receive services of the System without Grantee's authorization.

12.2 Removal or Destruction Prohibited.

It shall be unlawful for any firm, Person, group, company, or corporation to willfully interfere, tamper with, remove, obstruct, or damage, or assist thereof, any part or segment of the System for any purpose whatsoever, except for any rights the City may have pursuant to this Franchise or its police powers.

SECTION 13.
MISCELLANEOUS PROVISIONS

13.1 Franchise Renewal.

Any renewal of this Franchise shall be performed in accordance with applicable federal, State and local laws and regulations.

13.2 Work Performed by Others.

All applicable obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such subcontractor or other performing work obtain any rights to maintain and operate a System or provide Cable Service. The Grantee shall

provide notice to the City of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.

13.3 <u>Amendment of Franchise Ordinance</u>.

The Grantee and the City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 8.6 or at any other time if the City and the Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in applicable law, provided, however, nothing herein shall restrict the City's exercise of its police powers or the City's authority to unilaterally amend Franchise provisions, except the provisions of Section 4 to the extent permitted by law.

13.4. <u>Compliance with Federal, State and Local Laws</u>.

13.4.1 If any federal or State law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to State laws and rules regarding cable communications not later than one year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.

13.4.2 In the event that federal or State laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Franchise, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required or necessitated by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City.

13.4.3 If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the

provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City without further action by the City.

13.4.4 The City and Grantee shall, at all times during the term of this Franchise, including all extensions and renewals thereof, comply with applicable federal, State and local laws and regulations.

13.5 Nonenforcement by City.

Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of City to enforce prompt compliance. City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

13.6 Rights Cumulative.

All rights and remedies given to City by this Franchise or retained by City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

13.7 Grantee Acknowledgment of Validity of Franchise.

The Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes City has the power to make the terms and conditions contained in this Franchise.

13.8 Force Majeure.

The Grantee shall not be deemed in default of provisions of this Franchise or the City Code where performance was rendered impossible by war or riots, labor strikes or civil disturbances, floods, or other causes beyond the Grantee's control, and the Franchise shall not be revoked or the Grantee penalized for such noncompliance, provided that the Grantee, when possible, takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible, under the circumstances, with the Franchise without unduly endangering the health, safety and integrity of the Grantee's employees or property, or the health, safety and integrity of the public, the Rights-of-Way, public property or private property.

13.9 Governing Law.

This Franchise shall be governed in all respects by the law of the State of Minnesota.

13.10 Captions and References.

13.10.1 The captions and headings sections throughout this Franchise are intended solely to facilitate reading and reference to the sections and provisions of this Franchise. Such captions shall not affect the meaning or interpretation of this Franchise.

13.10.2 When any provision of the City Code is expressly mentioned herein, such reference shall not be construed to limit the applicability of any other provision of the City Code that may also govern the particular matter in question.

13.11 Rights of Third Parties.

This Franchise is not intended to, and shall not be construed to, grant any rights to or vest any rights in third parties, unless expressly provided herein.

13.12 Merger of Documents.

This Franchise, and the attachments hereto, constitute the entire Franchise agreement between the City and the Grantee, and supersede all prior oral or written franchises and understandings.

SECTION 14.

PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

14.1 Publication.

This Franchise shall be published in accordance with applicable local and Minnesota law.

14.2 Acceptance.

14.2.1 Grantee shall accept this Franchise within thirty (30) days of its enactment by the City Council and the enactment of a Franchise by the other member municipalities of the Commission, unless the time for acceptance is extended by the City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes; provided, however, this Franchise shall not be effective until all City ordinance adoption procedures are complied with and all applicable timelines have run for the adoption of a City ordinance. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights granted hereunder to the Grantee shall be null and void.

14.2.2 Upon acceptance of this Franchise, the Grantee and the City shall be bound by all the terms and conditions contained herein. The Grantee agrees that this Franchise is not inconsistent with applicable law or regulations at the time it is executed.

14.2.3 Grantee shall accept this Franchise in the following manner:

14.2.3.1 This Franchise will be properly executed and acknowledged by Grantee and delivered to City.

14.2.3.2 With its acceptance, Grantee shall also deliver any grant payments, performance bond and insurance certificates required herein that are due but have not previously been delivered.

14.3 Binding Acceptance.

This Franchise shall bind and benefit the parties hereto and their respective authorized heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns**.**

Passed and adopted this_____ day of _____, 2016.

ATTEST: CITY OF ANOKA, MINNESOTA

By: _____ By: _____

Phil Rice Greg Lee

Its: Mayor Its: City Manager

ACCEPTED: This Franchise is accepted and we agree to be bound by its terms and conditions.

QWEST BROADBAND SERVICES, INC.
d/b/a CENTURYLINK

Dated: _____ By: _____

Its: _____

EXHIBIT A
QUAD CITIES INSTITUTION CONNECTIONS

INSTITUTION	ADDRESS	Sub-Net	Footage to Extend Sub-Net	I-Net (2)	Cable Modem (3)	Footage to Extend I-Net	Estimated Cost of I-Net Extension (1)
City of Andover							
Andover City Hall	1685 NW Crosstown Blvd	Yes		Yes	Yes		
Andover Fire	1785 NW Crosstown Blvd	Yes		Yes	No		
Andover Fire	13875 NE Crosstown Blvd	Yes		No	No	830	$4,980
Andover Fire	16603 NW Valley Drive	Yes		No	No	13,000	$78,000
Andover Elementary	14950 Hanson Blvd	Yes		Yes	Yes		
Oakview Middle School	15400 Hanson Blvd	Yes		No	Yes	2800	$16,800
Crooked Lake Elementary	2939 NW Bunker Lake Blvd	Yes		Yes	Yes		
Meadow Creek Christian School	2941 Bunker Lake Blvd	Yes		Yes	Yes		
Anoka County Sheriff Station	1530 Bunker Lake Blvd	No		No	No	12,375	$74,250
New High School (unbuilt)	148th and Crosstown	Yes		Yes	Yes	1,000	$6,000
New Elementary School	169th and Verdin	Yes		No	Yes	13,000	$78,000
City of Anoka							
Anoka High	3939 7th Ave	Yes		Yes	Yes		
Anoka State Hospital	3300 4th Ave	No		No	No	1000	$6,000
Anoka Vo-Tec	West Hwy 10	Yes		Yes	Yes	200	$1,200
Fred Moore Middle School	1523 Washington Ave	Yes		Yes	Yes		
Sandberg Middle School	1902 2nd Ave	Yes		No	Yes	200	$1,200
Franklin Middle School	215 West Main Street	Yes		No	Yes	1025	$6,150
Lincoln Elementary	540 South 5th Street	Yes		No	Yes	200	$1,200
Wilson Elementary	1025 Sunny Lane	Yes		No	Yes	3000	$18,000
Washington Elementary	2171 6th Street	Yes		Yes	Yes		
St. Stephen's School	506 Jackson Street	Yes		Yes	Yes		
Anoka City Hall	2015 1st Ave	Yes		Yes	Yes		
Anoka Police	2015 1st Ave	Yes		Yes	No		
Anoka Courthouse	2100 3rd Ave	Yes		Yes	No		
Anoka Elections	325 East Main	Yes		Yes	No		
Anoka Fire	2301 3rd Ave	Yes		Yes	No		
Anoka City Library	2135 3rd Ave	Yes		Yes	Yes		
Anoka Ice Arena	4111 7th Ave	Yes		Yes	No		

1. Estimated at 2000 construction rate of $6 per foot, excluding cost of electronics/additional nodes
2. Institutions beyond 500 feet of existing I-Net will be extended with the requesting institution paying Actual Cost beyond 500 feet
3. Institutions may receive cable modem service if I-Net not available
4. I-Net to be extended at time of I-Net upgrade if this Fire Hall location will continue to serve as the City Council Chambers for at least twelve months.

EXHIBIT A
QUAD CITIES INSTITUTION CONNECTIONS

INSTITUTION	ADDRESS	Sub-Net	Footage to Extend sub-net	I-Net (2)	Cable Modem (3)	Footage to Extend I-Net	Estimated Cost of I-Net Extension (1)
City of Anoka (con't)							
Anoka Senior Drop In Center	Washington & 6th	Yes		No	No	200	$1,200
Anoka Senior Highrise	2 Bridge Street	Yes		No	No		
Anoka Liquor	848 East River Road	Yes		Yes	No		
Anoka Liquor	809 Main Street	Yes		Yes	No		
Anoka-Hennepin Alternative	1355 West Main Street	Yes		No	Yes	500	$3000
QCTV	737 East River Road	Yes		Yes			
Learning Center	2727 Ferry Street	Yes		Yes			
Anoka Municipal Utility	501 Pierce Street	No	400	No	No	525	$3,150
Anoka Parks Department	641 Jacob Lane	No	200	No	No	660	$3,960
City of Champlin							
Champlin City Hall	11955 Champlin Drive	Yes		Yes	Yes		
Champlin Fire	11955 Champlin Drive	Yes		Yes	No		
Champlin Ice Arena	12165 Ensign Ave No	Yes		Yes	No		
Hennepin Co. Library	12154 Ensign Ave No	Yes		Yes	Yes		
Jackson Jr. High	6000 109th Ave No	Yes		Yes	Yes		
Champlin Elementary	111 Dean Ave	Yes		No	Yes	800	$4,800
Champlin Park High	6025 109th Ave No	Yes		Yes	Yes		
Oxbow Elementary	6050 109th Ave No	Yes		Yes	Yes		
City of Ramsey							
Ramsey City Hall	15153 Nowthen Blvd	Yes		Yes	Yes		
Ramsey Elementary	15100 Nowthen Blvd	Yes		Yes	Yes		
Ramsey Fire	15153 Nowthen Blvd	Yes		Yes	No		
Ramsey Fire	15050 Armstrong Blvd NW	Yes		(4)	No		$24,460
Ramsey Police	15153 Nowthen Blvd	Yes		Yes	No		
Ramsey Public Works	14100 Jasper Street	No	5280	No	No	13,750	$82,500

1. Estimated at 2000 construction rate of $6 per foot, excluding cost of electronics/additional nodes
2. Institutions beyond 500 feet of existing I-Net will be extended with the requesting institution paying Actual Cost beyond 500 feet
3. Institutions may receive cable modem service if I-Net not available
4. I-Net to be extended at time of I-Net upgrade if this Fire Hall location will continue to serve as the City Council Chambers for at least twelve months.

EXHIBIT B
INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT is made this ____ day of _____, 2016, by and between Qwest Broadband Services, Inc., a Delaware Corporation, party of the first part, hereinafter called "CenturyLink," and the Quad Cities Cable Communications Commission, a Minnesota municipal joint powers commission, hereinafter called "Commission," and the City of Anoka, hereinafter called "Member City," together party of the second part.

WITNESSETH:

WHEREAS, the Commission has recommended that the Member City award to Qwest Broadband Services, Inc. a franchise for the operation of a cable communications system in the Member City; and

WHEREAS, the Commission has recommended and the Member City has required, as a condition of its award of a cable communications franchise, that the Commission and Member City be indemnified with respect to all claims and actions arising from the award of said franchise.

NOW THEREFORE, in consideration of the foregoing promises and the mutual promises contained in this agreement and in consideration of entering into a cable television franchise agreement and other good and valuable consideration, receipt of which is hereby acknowledged, CenturyLink hereby agrees, at its sole cost and expense, to fully indemnify, defend and hold harmless the Commission and the Member City, their officers, boards, commissions, employees and agents against any and all claims, suits, actions, liabilities and judgments for damages, cost or expense (including, but not limited to, court and appeal costs and reasonable attorneys' fees and disbursements assumed or incurred by the Commission and the Member City in connection therewith) arising out of the actions of the Commission and the Member City in granting a franchise to CenturyLink. This includes any claims by another franchised cable operator against the City that the terms and conditions of the CenturyLink franchise are less burdensome than another franchise granted by the Commission or that the CenturyLink Franchise does not satisfy the requirements of applicable federal, state, or local law(s). The indemnification provided for herein shall not extend or apply to any acts of the Commission constituting a violation or breach by the Commission of the contractual provisions of the franchise ordinance, unless such acts are the result of a change in Applicable Law, the order of a court or administrative agency, or are caused by the acts of CenturyLink.

The Commission shall give CenturyLink reasonable notice of the making of any claim or the commencement of any action, suit or other proceeding covered by this agreement. The Commission shall cooperate with CenturyLink in the defense of any such action, suit or other proceeding at the request of CenturyLink. The Commission and Member City may participate in the defense of a claim, but if CenturyLink provides a defense at CenturyLink's expense then CenturyLink shall not be liable for any attorneys' fees, expenses or other costs that the

Commission and the Member City may incur if it chooses to participate in the defense of a claim, unless and until separate representation is required. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest, in accordance with the Minnesota Rules of Professional Conduct, between the Commission and the counsel selected by CenturyLink to represent the Commission and/or the Member City, Century Link shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the Commission and the Member City in defending itself with regard to any action, suit or proceeding indemnified by CenturyLink. Provided, however, that in the event that such separate representation is or becomes necessary, and the Commission or the Member City desires to hire a counselor any other outside experts or consultants and desires CenturyLink to pay those expenses, then the Commission and/or Member City shall be required to obtain CenturyLink's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the parties agree that the Commission and/or the Member City may utilize at any time, at its own cost and expense, its own attorney or outside counsel with respect to any claim brought by another franchised cable operator as described in this agreement.

The provisions of this agreement shall not be construed to constitute an amendment of the cable communications franchise ordinance or any portion thereof but shall be in addition to and independent of any other similar provisions contained in the cable communications franchise ordinance or any other agreement of the parties hereto. The provisions of this agreement shall not be dependent or conditioned upon the validity of the cable communications franchise ordinance or the validity of any of the procedures or agreements involved in the award or acceptance of the franchise, but shall be and remain a binding obligation of the parties hereto even if the cable communications franchise ordinance or the grant of the franchise is declared null and void in a legal or administrative proceeding.

It is the purpose of this agreement to provide maximum indemnification to the Commission and the Member City under the terms set out herein and, in the event of a dispute as to the meaning of this Indemnity Agreement, it shall be construed, to the greatest extent permitted by law, to provide for the indemnification of the Commission and the Member City by CenturyLink. This agreement shall be a binding obligation of and shall inure to the benefit of, the parties hereto and their successor's and assigns, if any.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

QWEST BROADBAND SERVICES, INC. d/b/a CenturyLink

Dated: _____, 2016. By: _____

Its: _____

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, the _____ of Qwest Broadband Services, Inc. d/b/a CenturyLink, a Delaware Corporation, on behalf of the corporation.

_____
NOTARY PUBLIC

Print Name: _____
My Commission Expires: _____

QUAD CITIES CABLE COMMUNICATIONS COMMISSION

RESOLUTION RECOMMENDING APPROVAL OF CENTURYLINK CABLE FRANCHISE APPLICATION

WHEREAS, the cities of Andover, Anoka, Champlin, and Ramsey, Minnesota ("Cities") are members of the Quad Cities Cable Communications Commission ("Commission"), a municipal joint powers entity organized by an agreement pursuant to Minn. Stat. § 471.59, as amended, and;

WHEREAS, the Cities enacted substantively identical ordinances granting cable television franchises (collectively, the "Franchise") authorizing the provision of cable television services within the Cities; and

WHEREAS, as a result of several transfers, Comcast of Minnesota, Inc. ("Comcast") currently holds the Franchise; and

WHEREAS, the Commission administers and enforces the Franchise and provides community programming and certain other cable-related services on behalf of the Cities, and;

WHEREAS, the Commission has adopted a policy governing the processing and potential issuance of competitive cable franchises by the Cities, and;

WHEREAS, the Commission is responsible for processing initial cable franchising requests and making associated recommendations to the Cities; and

WHEREAS, the Cities retain final authority to approve and enact any initial franchise(s), and;

WHEREAS, at the request of Qwest Broadband Services, Inc. d/b/a CenturyLink ("CenturyLink"), the Commission initiated the process for considering issuance of initial competitive cable franchises under Minnesota law, Minn. Stat., Ch. 238, and;

WHEREAS, the Commission received a timely franchise application from CenturyLink dated June 3, 2015, and;

WHEREAS, the application was considered by the Commission at a duly-noticed public hearing on June 18, 2015, and;

WHEREAS, at the hearing, CenturyLink gave a presentation regarding the application and its proposed "Prism" video services, and the Commission received Comcast's written comments dated June 17, 2015 concerning the application, and;

WHEREAS, federal law (47 U.S.C. § 541(a)(1)) provides that a franchising authority may not grant an exclusive cable franchise and "may not unreasonably refuse to award an

additional competitive franchise," and;

WHEREAS, state law (Minn. Stat. § 238.084, subd. 1(d)) also provides that cable franchises must be non-exclusive, and;

WHEREAS, state law (Minn. Stat. § 238.08, subd. 1(b)) specifically provides for franchising of a competitive provider within an area already served, and;

WHEREAS, state law includes a "level playing field" requirement, providing that grant of "an additional franchise for cable service for an area included in an existing franchise" must not be on "terms and conditions more favorable or less burdensome than those in the existing franchise pertaining to: (1) the area served; (2) public, educational, or governmental access requirements; or (3) franchise fees," and;

WHEREAS, CenturyLink's application notes that on March 5, 2007, the Federal Communications Commission ("FCC") released a Report and Order in its "*Video Franchising*" proceeding (MB Docket No. 05-311)("Order") concluding that "level playing field" requirements may result in unreasonable refusals to grant competitive franchises, and;

WHEREAS, the Order preempts certain "level playing field" requirements, and;

WHEREAS, at the conclusion of the public hearing, the Commission directed staff and legal counsel, Kennedy & Graven, to negotiate franchise terms with CenturyLink and such terms have been negotiated.

NOW THEREFORE, BE IT RESOLVED that the Commission recommends that the Cities approve the CenturyLink franchise application based on the following:

1. CenturyLink's application substantially complies with the Commission's application instructions and requirements, and provides the information necessary to make a decision.

2. Minnesota's "level playing field" requirements, Minn. Stat. § 238.08, Subd. 1, are not preempted by the Order.

3. The franchise(s) negotiated with CenturyLink comply with the "level playing field" requirements, and issuance of franchises to CenturyLink will advance the Cities' interests in obtaining competitive cable and telecommunications services.

4. No basis to find CenturyLink legally, technically, or financially unqualified to receive franchises has been identified. The application and publically-available information reflect that:

   Legal: CenturyLink is authorized to do business in the state of Minnesota. The company represents that it has or will make all appropriate filings and preparations prior to offering cable service.

Technical: CenturyLink's affiliate is certificated by the Minnesota Public Utilities Commission to provide telephone service in Minnesota. CenturyLink is one of Minnesota's largest incumbent local exchange carriers and currently provides telephone service in a portion of the City.

CenturyLink or its affiliates are authorized to operate cable systems in multiple markets in the United State. The application identifies an experienced management team for cable operations, and describes a state-of-the-art delivery platform that will be utilized.

Financial: CenturyLink's parent, CenturyLink, Inc., is a large publicly-traded telecommunications company. The application and other SEC filings publicly available on-line indicate that the company had operating revenues in excess of $18B for the fiscal year ended 2013. The application represents that CenturyLink will not require any unique funding sources or borrowing to deploy its cable service.

The proposed franchises will also require CenturyLink to:

- pay a 5% franchise fee and provide 3% PEG support;
- post a $100,000 performance bond and a $25,000 letter of credit and be subject to specified sanctions for various potential franchise violations;
- provide insurance of at least $1,500,000 (municipal statutory limit on liability) per person, and $2,000,000 aggregate;
- indemnify the Cities from suits or liabilities arising out of cable operations, the franchise, or a franchise breach, and specifically indemnify the Commission and Cities against any claim by Comcast.

Finally, CenturyLink's affiliate currently has rights to access rights-of-way and has constructed a telephone system and provides telephone and internet access services in the Cities.

BE IT RESOLVED FURTHER that the Commission recommends that the Cities adopt the franchise negotiated by the Commission's staff and legal counsel.

Approved and signed this 20 day of October, 2016.

Chair

Attest:

Executive Director

QCCCC Work Session Item

CenturyLink Franchise Summary

September 12, 2016

To: Commissioners

From: Robert J. V. Vose, Attorney, Kennedy & Graven, Chartered

Subject: CenturyLink Franchise Summary

The Quad Cities Cable Communications Commission, on behalf of the member cities Andover, Anoka, Champlin, and Ramsey, has accepted from CenturyLink (parent Company Qwest Broadband Services, Inc.) an application to provide cable television services in the Quad Cities service area. Commission staff and legal counsel have engaged in negotiations with CenturyLink officials crafting a draft franchise agreement that encompasses like features and obligations as the Comcast franchise agreement. The proposed CenturyLink franchise will allow market competition offering cable television services currently serviced by incumbent operator Comcast.

This memo outlines the terms of the drafted franchise agreement to be presented at the September 15, 2016 commission work session.

Level Playing Field

Franchise Fees

CenturyLink required to pay a franchise fee of 5% of its Gross Revenues. Includes language address "bundling" and interest (10% per annum) on underpayments.

Public, Educational, and Governmental Access Requirements

Number of Access Channels

CenturyLink will provide 7 Access Channels (comparable to number of Access Channels as Comcast).

Format of Access Channels

CenturyLink will provide all Access Channels in HD if the City sends them HD format (exceeds Comcast's commitment).

Electronic Programming Guide
CenturyLink will provide EPG capabilities to each member city (similar to Comcast).

Channel Placement
CenturyLink will make all Access Channels accessible at Channel 40 through the "Quad Cities Mosaic."

PEG Support
CenturyLink will pay a PEG Fee in support of the Access Channels of 3% of gross cable revenues (equivalent to the amount of PEG funding Comcast passes through to its subscribers).

Area Served
The Franchise Area is the entire boundary of each member city. Market success-based expansion.

Build-Out
Complete Build-Out Goal
Goal is to Build-Out each member city entirely over a five (5) year term based on market success, with significant investment targeted to areas below the median income.

Initial Minimum Built-Out Commitment
15% of each member city over two years:
- Best effort to complete the initial deployment in a shorter period of time.
- Equitable deployment to households throughout each member city.
- Must include a significant number of households below the median income.
- CenturyLink permitted to serve more households.

Quarterly Meetings
Starting this year, CenturyLink must meet with the Commission and show:
- Number of households capable of being served and actually served.
- Compliance with anti-redlining requirements.
- Maps and documentation showing exactly where within the City the Grantee is currently providing cable service.

Additional Build-Out Based on Market Success
Build-Out commitment increases if penetration rate is at least 27.5% in the areas that it is offering service.
- Example: If offering service to 60% of the member city and CenturyLink has penetration of 30% of that area, then the Build-Out commitment will increase 15% to 75% of the member city.
- Additional Build-Out commitment continues until all households served.

Complimentary Internet

CenturyLink will provide Internet service to the commission and up to 5 static IP addresses at the highest speed capable at the location.

Twin Cities Metro-Wide PEG Interconnect

CenturyLink will provide the ability for all cities in the Metro Area to share live programming.

- For example, if Anoka High School is playing a game against Coon Rapids High School, the Commission will be able to take the live feed being produced in Coon Rapids and play it over the channel in Anoka.
- Opportunity for collaborative programming, benefiting local and regional subscribers.

Complimentary Service

All City Halls and all other institutions receiving free Comcast service may receive complimentary Prism TV service. Member cities are responsible for the inside wiring. Will not duplicate Comcast service except at City Hall.

Comparison to other terms in Comcast Franchise

Substantially Similar

CenturyLink Franchise and Comcast Franchise are identical in most respects.

Term

CenturyLink's Franchise term is 10 years. Comcast's term was 15 years, which has been extended.

Customer Service

CenturyLink has committed to having a customer service office within the Commission area. All other obligations same as Comcast.

Indemnification of the City.

CenturyLink has an additional indemnification commitment that Comcast does not have.

Access Channel Commitments

CenturyLink may provide more channels in HD than Comcast. PEG support may be used in Commission's discretion. PEG support of 3% is expected to equal or exceed Comcast's somewhat differing calculation.

Cable Service to Public Buildings

CenturyLink will provide service to up to 7 boxes at City Halls and 5 additional "wild card" set top boxes and up to 3 at all other government buildings with service and equipment. Comcast's commitment is more limited.

Penalties/Liquidated Damages

CenturyLink Franchise requires $100,000 performance bond and $25,000 letter of credit.

Build-Out

CenturyLink Franchise has a reasonable build-out commitment based on market success. Comcast service obligation based on housing density.

Twin Cities Metro Interconnect

The CenturyLink Franchise requires CenturyLink to provide a metro-wide interconnect for the sharing of PEG programming. This is different than Comcast's commitments related to PEG and the Institutional Network.

Complimentary Internet Service

CenturyLink has also agreed to provide complimentary Internet services to one location. Comcast does not have such a commitment.

Kennedy
&
Graven
CHARTERED

470 US Bank Plaza
200 South Sixth Street
Minneapolis MN 55402

Robert J.V. Vose
(612) 337-9275 telephone
(612) 337-9310 fax
rvose@kennedy-graven.com

MEMORANDUM

DATE: September 9, 2016
TO: Karen George, Quad Cities Cable Communications Commission
FROM: Bob Vose
RE: CenturyLink Franchise

This Memorandum addresses the cable television franchise application submitted by Qwest Broadband Services, Inc. d/b/a CenturyLink ("CenturyLink"). CenturyLink is a wholly-owned subsidiary of CenturyLink, Inc. a publicly-traded, Fortune 500 company headquartered in Louisiana.

Background

In 2010, CenturyLink, Inc. merged with Qwest Communications International, Inc. ("Qwest") acquiring all of Qwest's subsidiary companies and operations. This included Qwest Communications Services, Inc. and its subsidiary Qwest Corporation, a large local exchange telephone service provider in Minnesota. Qwest Corporation, the applicant's affiliate, owns and operates telephone facilities in the member cities subject to local rights-of-way ordinances in addition to other applicable local, state and federal laws.

CenturyLink seeks authorization to provide cable service in the member cities over its affiliate's telephone network. Minnesota Statutes, Chapter 238 ("Chapter 238"), establishes the process for considering issuance of cable franchises. As required by Chapter 238, the Commission published notices of intent on the member cities' behalf to initiate the process for considering issuance of franchises. CenturyLink filed an application dated June 3, 2015.

Chapter 238 requires a public hearing affording reasonable notice and an opportunity for all interested parties to be heard regarding any franchise application.[1] Any franchise that is ultimately issued must include:

[1] Minn. Stat. § 238.081, Subd. 6.

> a provision that the franchisee's technical ability, financial condition, and legal qualification were considered and approved by the franchising authority in a full public proceeding that afforded reasonable notice and a reasonable opportunity to be heard;[2]

The public hearing requirement is significant because cable franchising is a "quasi-judicial" process.[3] Among other things, the public hearing affords an incumbent cable operator the opportunity to present evidence and argument concerning its existing franchise obligations or an applicant's qualifications to receive a competitive franchise.

The Commission gave the required notice and subsequently conducted the statutorily-required public hearing on June 18, 2015. At the hearing, representatives for CenturyLink gave a presentation describing the company's qualifications and plans to offer "Prism" video service. The incumbent cable provider, Comcast, provided written comments dated June 17, 2015 concerning CenturyLink's application.

Current Status

We have completed review of CenturyLink's application and franchise negotiations with the company. As explained below, CenturyLink's application can be approved and the proposed franchise(s) may be adopted.

ANALYSIS

1. Level Playing Field Law

CenturyLink's application includes a multi-page discussion about federal preemption of Minnesota's level playing field law, Minn. Stat. § 238.08 ("LPF law"), which provides:

> [n]o municipality shall grant an additional franchise for cable service for an area included in an existing franchise on terms and conditions more favorable or less burdensome than those in the existing franchise pertaining to: (1) the area served; (2) public, educational, or governmental access requirements; or (3) franchise fees.[4]

[2] Minn. Stat. § 238.084, Subd. 1(l).

[3] *In re Application of Dakota Telecommunications Group*, 590 N.W.2d 644, 647-8 (Minn. App. 1999) (citing, *Honn v. City of Coon Rapids*, 313 N.W.2d 409, 414-15 (Minn. 1981).

> Quasi-judicial proceedings involve an investigation into a disputed claim that weighs evidentiary facts, applies those facts to a prescribed standard, and results in a binding decision. In granting a cable television franchise, the Cable Act requires that franchise proposals contain specific information and a public hearing be held affording reasonable notice and opportunity to be heard. Minn. Stat. § 238.081, subds. 4, 6. This procedure involves testimonial and documentary evidence, and results in a binding decision.

Id. (case citations omitted).

[4] Minn. Stat. § 238.08, Subd. 1(b).

CenturyLink suggests that the LPF law was preempted by orders issued by the Federal Communications Commission (FCC). In its responsive comments, Comcast disputes CenturyLink's argument.[5]

In 2007, the FCC issued an Order and Notice of Proposed Rulemaking addressing competitive cable franchising.[6] The 621 Order addresses the implementation of Section 621(a)(1) of the federal Cable Act.[7] Among other things, Section 621 prohibits franchising authorities from unreasonably refusing to award competitive cable franchises.[8] The 621 Order was challenged and upheld.[9] In January 2015, the FCC reaffirmed the 621 Order on reconsideration.[10]

The FCC found that both traditional cable providers and telephone companies wish to offer customers "triple play" services-- voice, high-speed Internet access, and video. When a phone company enters the cable market, the FCC has determined that competition for delivery of bundled services will benefit consumers by driving down prices and improving the quality of services. The FCC has also concluded that the circumstances for competitive entry to the cable market are considerably different than existed when the incumbent cable operators obtained their franchises. Incumbent cable operators were initially the sole providers of cable and gained a high percentage of potential subscribers in the local market. A second entrant is less likely, or even unlikely, to gain the same percentage of subscribers. The competitor faces greater "financial risk" and "uncertainty" than did the incumbent when it entered the market.[11]

As a result, the FCC found that level playing field requirements generally, and system build-out requirements specifically, can be an obstacle when phone companies seek to deploy competitive video services. Although phone companies already have facilities deployed, they still must upgrade existing plant to enable the provision of video service which often requires significant investment.[12]

Based on this reasoning, the 621 Order restricted local level playing field requirements and prohibited imposition of unreasonable build-out requirements on competitors. The FCC further found that the imposition of "up-front" PEG and I-Net support obligations, or obligations that

[5] CenturyLink has received similar franchises from dozens of Minneapolis-St. Paul metro cities in which Comcast is the incumbent cable operator. Comcast made similar comments in many of these cites, however, Comcast has not appealed the grant of such franchises to CenturyLink. The deadline for such litigation has apparently expired.
[6] *In the Matter of Section 621(a)(1) of the Cable Communications Policy Act of 1984*, MB Docket No. 05-311, (rel. March 5, 2007) (the "621 Order").
[7] 47 U.S.C. § 541(a)(1).
[8] 47 U.S.C. § 552(a)(2). Federal law also provides that a local franchising authority: "shall allow . . . [an] applicant's cable system a reasonable period of time to become capable of providing cable service to all households in the franchise area . . . " 47 U.S.C. § 541(a)(4). Federal law further prohibits redlining, stating: "[i]n awarding a franchise or franchises, a franchising authority shall ensure that access to cable service is not denied to any group of potential residential cable subscribers because of the income of the residents of the local area in which such group resides." 47 U.S.C. § 541(a)(3).
[9] *Alliance for Community Media v. FCC*, 529 F.3d 763 (6th Cir. 2008).
[10] *Order on Reconsideration* (rel. Jan. 21, 2015).
[11] See generally, 621 Order at ¶ 28.
[12] See generally, 621 Order at ¶ 35.

exceed the incumbent's obligations, are unreasonable, while pro rata sharing arrangements are reasonable.

However, the 621 Order does not appear to preempt Minnesota's LPF law. The 621 Order did not "preempt state law or state level franchising decisions . . ."[13] Rather, the FCC "expressly limit[ed] . . . [its] findings and regulations in this Order to actions or inactions at the local level where a state has not specifically circumscribed the LFA's authority."[14] Local requirements are preempted to the extent they conflict with the FCC's guidance in the 621 Order and are not "specifically authorized by state law."[15]

The LPF law is a "state law or state level franchising decision" under the 621 Order. The LPF law prohibits local action by mandating that municipalities refrain from granting certain more beneficial terms in "an additional franchise" if there is "an existing franchise." CenturyLink has not explained how the LPF law constitutes a "local franchising action" that is preempted rather than a "state law" that is expressly preserved. If, however, Comcast's franchise were to contain independent level playing field obligations, the 621 Order would preempt such provisions as they are not "specifically authorized" by the LPF law or other state law.

2. Compliance with Level Playing Field Law

The franchise terms negotiated with CenturyLink comply with the LPF law.[16] The terms regarding: (1) the area served; (2) public, educational, or governmental access requirements; and (3) franchise fees, are as follows:

> Service Area
>
> CenturyLink proposes a "market success" approach to cable service deployment. Specifically, CenturyLink would make service available to at least 15% of each city's households during the first 2 years after issuance of franchises, and make best efforts to complete such deployment faster. CenturyLink will further be required to offer service to any and all households capable of receiving such service initially. System technical information disclosed to commission representatives suggests that the percentage of households able to receive service initially may materially exceed 15% of each member's households. CenturyLink's deployment must be equitable and must include households below the median income.
>
> To track compliance, CenturyLink must meet each quarter with the commission to present maps and other information showing:

[13] 621 Order at ¶ 126.
[14] Id. at ¶ 1, n. 2.
[15] Id. at ¶ 126.
[16] The LPF law would likely be interpreted to require "similar," not identical, franchise obligations. *See, WH Link v. City of Otsego,* 664 N.W.2d 390, 396 (Minn. Ct. App. 2003); *Cable TV Fund 14A v. City of Naperville,* 1997 U.S. Dist. LEXIS 7336, * 37-38 (N.D. IL 1997); *Comcast Cablevision of New Haven, Inc. v. Connecticut Department of Public Utility Control,* 1996 Conn. Super. LEXIS 2927, *7 (1996); and *United Cable Television Corporation v. Connecticut Department of Public Utility Control* 1994 Conn. Super. LEXIS 2222 (1994).

- All households in the City;
- The number and location of households able to receive service;
- The number and location of households actually taking service, and
- Comparative information showing the change/increase in service availability from prior quarters.

Thereafter, if CenturyLink actually provides service to at least 27.5% of the households it is capable of serving, the service obligation increases to include an additional 15% of the total households which must be activated within 2 years. CenturyLink must try to complete deployment within a shorter period of time. This additional build-out continues until every household is served.

CenturyLink's approach is consistent with the 621 Order which suggested that it would be reasonable for a local franchising authority to consider benchmarks requiring a new entrant to increase its build-out after a reasonable time, taking into account the new entrant's market success or market penetration.[17] Comcast noted that its franchise requires service availability everywhere with sufficient development density (35 homes per cable mile overhead; 40 homes per cable mile buried). Comcast did not indicate what areas this requires be served, what areas it actually serves, or either the locations of homes passed and customers served or the overall percentage of households served. Thus, there is no basis to conclude that CenturyLink's proposed obligations violate the LPF law.

In addition to the LPF law, Chapter 238 requires that "initial franchises" include a schedule showing:

> ***
> (3) that construction throughout the authorized franchise area must be substantially completed within five years of the granting of the franchise;[18]

CenturyLink's application seemingly asserts that this requirement is also preempted. Comcast's responsive comments do not raise a question or concern about CenturyLink's compliance with the 5-year substantial completion requirement. Comcast's comments refer only to the LPF law.

CenturyLink's proposed franchise provides (4.3.1(i)) that the "Grantee aspires to provide Cable Service to all households in the City within five (5) years of the Effective Date." The Franchise also contains several provisions indicating that it is granted pursuant to

[17] 621 Order, ¶ 89.
[18] Minn. Stat. § 238.084, Subd. 1(m).

applicable law, and that the Grantee must comply with all provisions of applicable law.[19]

Finally, CenturyLink will be required to indemnify the cities and commission generally, but the company must also enter a separate indemnification agreement covering any claim arising out of the grant of a franchise to CenturyLink. This additional indemnification:

> includes any claims by the incumbent cable operator against the City that the terms and conditions of this Franchise are less burdensome than the incumbent's franchise, or that this Franchise does not satisfy the requirements of applicable state law(s).

Accordingly, the commission and cities are legally protected from claims associated with CenturyLink's "market success" build out obligations.

PEG Access

In all material respects, CenturyLink has agreed to PEG access requirements that equal or exceed the PEG support provided by Comcast. CenturyLink has agreed to pay PEG support in the amount of 3% of its gross revenues. This arrangement mimics the Comcast's current PEG funding arrangement. Comcast's arrangement is, however, somewhat more complicated.

CenturyLink will also provide the same number of PEG channels (7), but will additionally offer such channels in high definition (HD) digital format to the extent the programming is provided in that format. CenturyLink will agree to other appropriate PEG technical quality standards. CenturyLink will also provide fiber connections and facilities to replace or augment I-Net connections previously provided by Comcast, some of which are failing.

Franchise Fees

CenturyLink will agree to a 5% franchise fee based on language that largely mirrors the language in Comcast's franchise. The definition of "gross revenues" is identical and CenturyLink's franchise will language recently negotiated with Comcast to clarify how franchise fees are calculated where cable service revenues subject to the fee are bundled with telephone or internet access services not subject to the fee at a discount. The language requires that the discount be allocated fairly in proportion to the cost for the services individually.

In sum, the franchise terms negotiated with CenturyLink comply with the LPF law.

3. CenturyLink's Qualifications

[19] See e.g., Section 2.2.1.

CenturyLink's application includes information addressing the company's financial, technical, and legal qualifications and those of its ultimate corporate parent, CenturyLink, Inc. Chapter 238 does not establish standards for reviewing information submitted in relation to a franchise applicant's qualifications. Any franchise issued is simply required to reflect that the franchisee's qualifications have been considered and approved after a public hearing.

Municipalities across the country generally review a cable franchise applicant's financial, technical and legal qualifications. In the 621 Order, the FCC indicated that where a local exchange telephone company that has received the required telephone authority from the relevant state agency is seeking a cable franchise, municipalities should not spend a significant effort evaluating the fitness of such applicant to access public rights-of-way to provide cable service.[20] CenturyLink's affiliate has received a certificate of public convenience and necessity from the Minnesota Public Utilities Commission.

No challenge to CenturyLink's qualifications was raised by Comcast or any other party. A summary of the company's qualifications follows:

Legal

CenturyLink is authorized to do business in the state of Minnesota.[21] CenturyLink represents that it will make all appropriate filings and preparations prior to offering cable service.

Technical

CenturyLink's application indicates that its affiliate, Qwest Corporation d/b/a CenturyLink, is certificated by the Minnesota Public Utilities Commission to provide telephone service, and that such company does provide telephone service in the member cities. The application describes CenturyLink's technical plans for providing video over that telephone infrastructure.

The application, Ex. D, represents that CenturyLink or its affiliates are authorized to operate cable systems in several local or statewide markets, and we are aware that since filing of the application CenturyLink has obtained dozens of local franchises in this metropolitan market. The application identifies an experienced management team for CenturyLink's cable operations, and the state-of-the-art IPTV-based delivery platform that will be utilized.

Financial

CenturyLink and its affiliates employ 3,000 people in Minnesota. CenturyLink's parent, CenturyLink, Inc., is a large publicly-traded telecommunications company. The application refers to the most recent 10-K. This and other SEC filings are publicly available on-line. The application indicates that the company had operating revenues in excess of $18B for the fiscal

[20] See, 621 Order at ¶ 23.
[21] A summary of CenturyLink's filings with the Minnesota Secretary of State can be viewed at: https://mblsportal.sos.state.mn.us/Business/SearchDetails?filingGuid=6c15b40a-a5d4-e011-a886-001ec94ffe7f.

year ended 2013. The application further represents that CenturyLink will not require any unique funding sources or borrowing to deploy its cable service. Additionally, the franchise will require CenturyLink to:

- pay a 5% franchise fee and provide 3% PEG support;
- post a $100,000 performance bond and a $25,000 letter of credit and be subject to specified sanctions for various potential franchise violations;
- provide insurance of at least $1,500,000 (the City's statutory limit on liability) per person, and $2,000,000 aggregate;
- indemnify the City from suits or liabilities arising out of cable operations, the franchise, or a franchise breach, and specifically indemnify the commission and cities against any claim by Comcast.

CenturyLink's affiliate currently has rights to access rights-of-way and has constructed a telephone system and provides telephone and internet access services in the cities. It is difficult to conceive of a scenario in which granting a cable franchise to CenturyLink with the foregoing requirements would increase risks to the commission, cities, or public resources.

CONCLUSION

As required by Chapter 238, CenturyLink provided a complete franchise application. The application information and franchise terms we have negotiated address CenturyLink's qualifications to receive a cable franchise. We see no legal impediment to approving CenturyLink's application and issuing the franchise.

COUNCIL MEMO FORM

5.3

Meeting Date	December 5, 2016
Agenda Section	Public Hearing
Item Description	2017 Budget and 2016/2017 Levy
Submitted By	Lori Yager, Finance

BACKGROUND INFORMATION:

Annually, the City of Anoka holds a public review regarding the proposed budget and levy for the following year, allowing the public to speak and provide input about the proposed levy and budget.

City Council and staff met Monday, November 28, 2016 to discuss some final adjustments to the 2017 proposed budget. The changes proposed consisted of a net **decrease of spending** in the General fund, Greens of Anoka TIF, Enterprise Park TIF, Electric, Water, Sewer and Garage; **increased spending** in City Parking, Street Renewal, Storm Water, Liquor, Golf, Recycling, Information Services, Insurance and Benefit Liability funds; **increased revenue** in General fund, Electric, Recycling and Garage and **decreased revenue** in Park Dedication, Park Capital, Greens of Anoka TIF, South Ferry TIF, Golf and Insurance. There was also discussion and a recommendation to decrease the amount of reserve use in the general fund by ($70,450).

The specific changes are included in the budget document and highlighted in the presentation.

The total levy being proposed by City Council and staff is the same as the preliminary levy which is $6,641,230 which includes debt service of $580,000. The General fund budget is $12,147,675, including transfers for debt.

FINANCIAL IMPACT

Most property owners' will see a slight increase in property taxes as a result of the levy increase. The changes in city property taxes will vary based on taxable market value, but the average property will see increases of about $37 in total city taxes. **The 2017** city property **tax is** about the **same** amount that properties were paying **in 2007**. The proposed 2017 budget can be accessed on-line at www.ci.anoka.mn.us or a hard copy may be obtained at city hall.

The proposed levy along with increased tax capacity, results in a tax rate decrease. Net tax capacity value for the City of Anoka increased 7.4% in 2016, resulting in more capacity (or value) for taxes to be spread against. The city is collecting $187,755 more in taxes compared to 2016, which is a 2.9% increase over last year.

COUNCIL ACTION REQUESTED:

View Finance presentation, open the public hearing, take any testimony, close the hearing and announce the date, time and place for the adoption of the final levy and budget. No action is required at this time.

Public Hearing 2017 Levy and Budget

Public Review Process

Residents received Property Tax notices in November

City notified public of Truth-in-Taxation public meeting scheduled for Monday, December 5th

Adopt final levy and budget on December 19th

Legislative changes affecting local governments

In 2017, levy limits are not imposed by the State.

No significant changes occurred during the 2016 legislative session.

Continued state aid for local governments allows the city to support capital improvements throughout the city.

Economic Impacts

Residential property values have generally increased an additional 6.5%.

At the same time commercial/industrial values have increased about 6.8%.

Anoka continues to reinvest in its community and infrastructure striving to increase tax capacity and tax base.

The city's net tax capacity increased by $907,000 or 7.4%

Changes to Proposed Budget

City Council and staff met at a work session in November to discuss final adjustments to the 2017 proposed budget. The changes are as follows:

Increase spending in the following funds:

City Parking $4,875 – hired full-time janitor, replaced contracted service
Street Renewal $342,885 – gave assessment credit to water & sewer
Storm Water $41,225 – interest expense for new bond issue
Liquor $5,450 – higher part-time hourly rates
Golf $25,700 – higher part-time hourly rates & add'l mechanic hours
Recycling $200 – adjusted salary
Information Services $7,000 – higher license expense for software
Insurance $345 – increased premium
Benefit Liability Expense $295 – increased expected retiree costs

Changes to Proposed Budget

The changes continue as follows:

Decrease revenue in the following funds:

Park Dedication ($51,205) – reflects projected actual
Park Capital ($2,000) – interest
Greens of Anoka TIF ($4,000,000) bond proceeds, use internal lending
South Ferry TIF ($200,000) transfers in, use internal lending
Golf Revenue (355,700) – gain on sale of land reduced
Insurance ($1,590) – charges for services

Increase revenue in the following funds:

General Fund $42,000 – Police state aid, Franchise fees & interest
Electric $76,000 – interest earnings
Recycling $13,450 – score grant & charges for services
Garage $7,000 – interest earnings & sale of equipment

Changes to Proposed Budget

The changes continue as follows:

Decrease spending in the following funds:

General Fund ($28,450) – net savings from health insurance renewal
offset by new positions and increased wages
Greens of Anoka TIF ($85,087) - interest expense & transfers out
Enterprise Park TIF ($240,000) - transfers out
Electric ($4,900) - health insurance renewal
Water ($7,800) - health insurance renewal
Sewer ($3,000) - health insurance renewal
Garage ($16,700) – mechanic allocation & health insurance renewal

Also proposed is a decrease fund balance use in the general fund. The proposed decrease in fund balance use is ($70,450).

What are our tax needs?

City Council and staff worked to establish a levy that provides for current operations and allows support for capital projects and improvements needed throughout the city.

The 2017 preliminary levy is proposed to increase as follows:

$343,655 increased operating levy
($155,900) decreased debt levy

This levy results in an increase of $37 in city property taxes for the average residential property

<u>2016/2017 Levy</u>

$6,641,230

Levy Impact

<u>Increase in taxes for majority of properties</u>

Impact Factors

- Decrease in Fiscal Disparities distribution, (city gets less from the pool) and increase in Fiscal Disparities contribution (city contributes more in capacity)
- Residential & CI property value increases
- Increase in tax increment
- Increase in levy

*Based on $187,755 increase in levy

2017 Proposed General Fund Budget

Total Budget $12,147,675

Decrease from last year of ($1,058,220) or (8.0%)

Changes include:

$(1,444,650) decrease in transfers out for capital
$ 240,060 employee services (two new security, new pt police assistant, new janitor, 2.5% wage increase, no election, early retiree offers, savings in health renewal)
$ 900 supplies & materials
$ 34,405 professional services (IT & comp plan)
$ 27,075 maintenance (garage charges)
$ 32,490 joint fire
$ 16,500 capital (playground equip, slide, sign replacement, trail planning & stone house rehab)
$ 35,000 contingency (possible health insurance changes)

Anoka Property Values and Total Tax

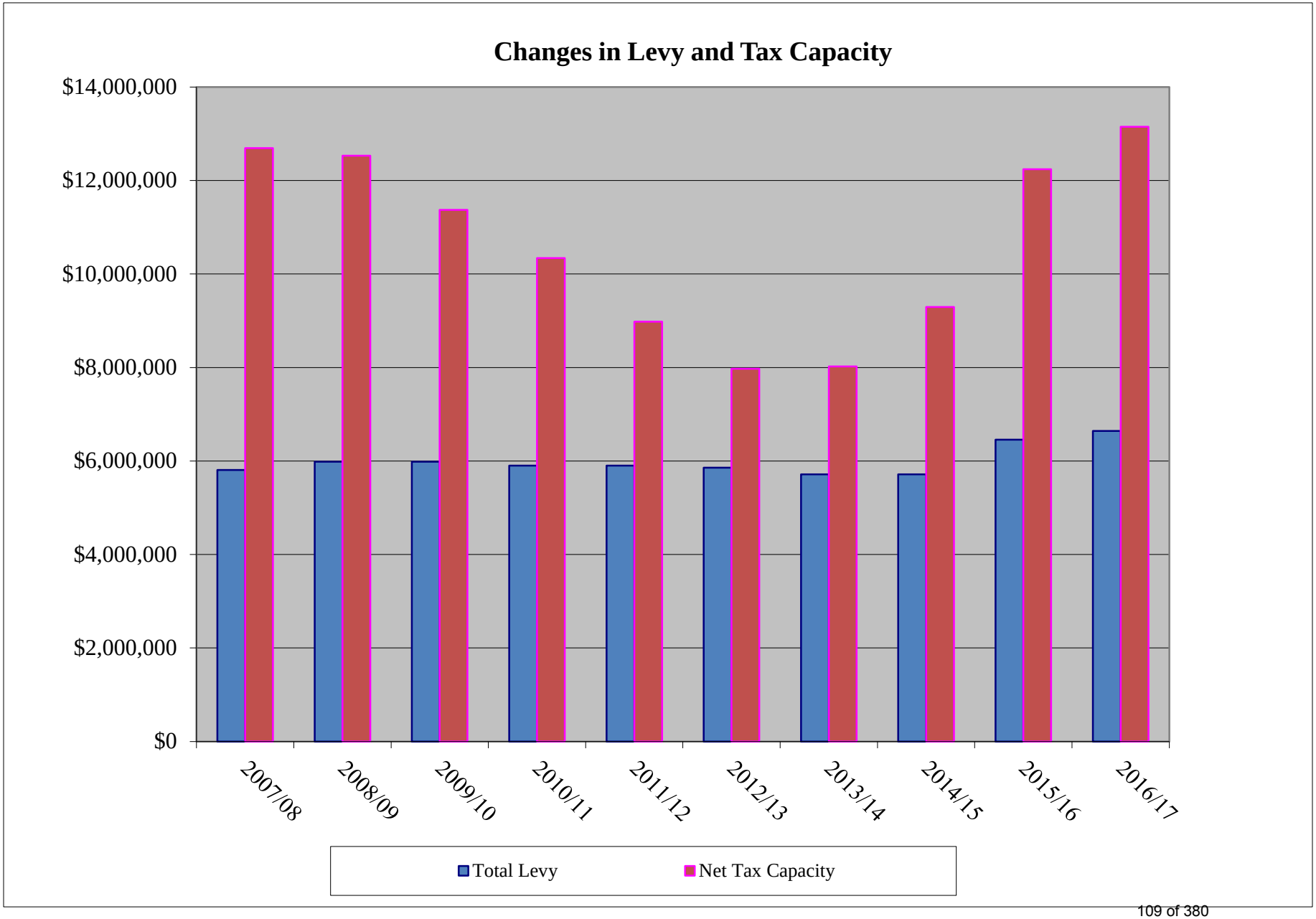
The market value of the average home in Anoka increased about 6.5%

$191,800

School District	$ 733
City	$ 722
County	$ 632
Special District	$ 68
Total Taxes	$2,155

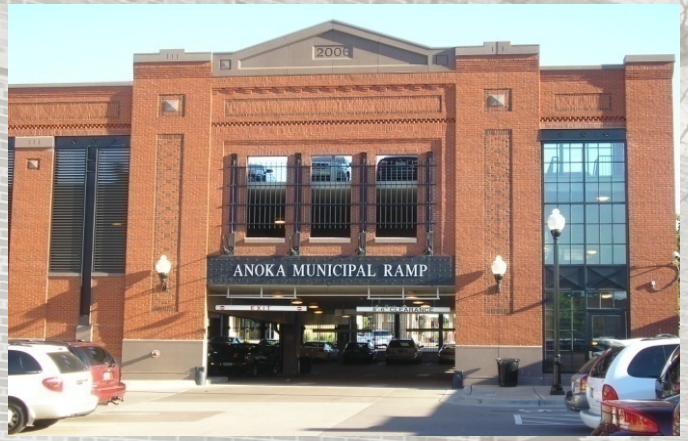
Up 2.6% or $54 over last year.

Increase in City, County and School District proportion of taxes.
Decrease in Special Districts proportion of taxes.


Changes in Levy and Tax Capacity
$14,000,000
$12,000,000
$10,000,000
$8,000,000
$6,000,000
$4,000,000
$2,000,000
$0
2007/08
2008/09
2009/10
2010/11
2011/12
2012/13
2013/14
2014/15
2015/16
2016/17
Total Levy
Net Tax Capacity

Special Revenue Funds

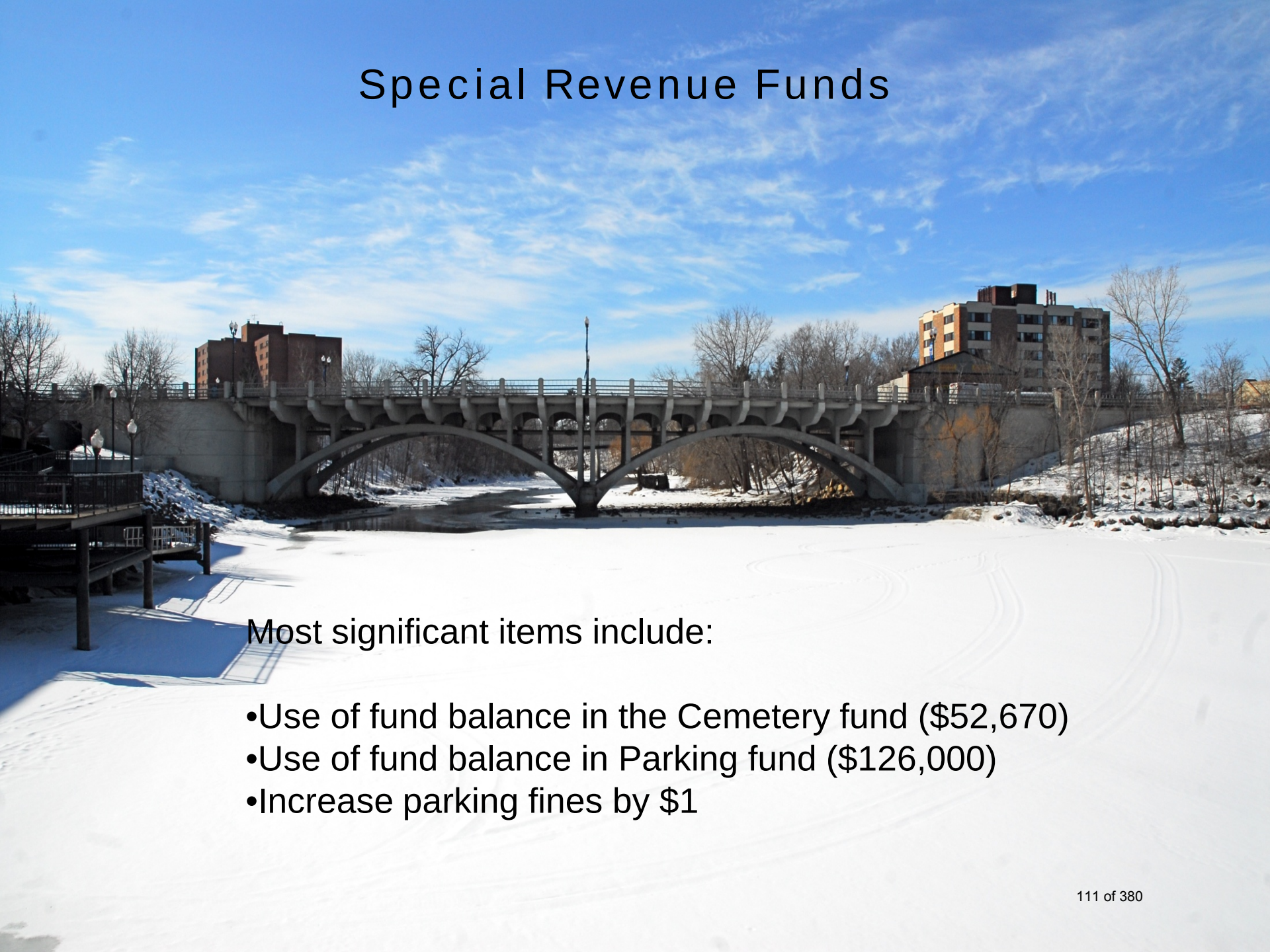
Cemetery/Perpetual Care – revenues derived from fees to care for cemetery, appropriations are for Cemetery maintenance and improments.



Parking Ramps and Lots – revenues derived from permits and fines. Proposed increase in fines to help cover parking control costs and maintenance.

Urban Redevelopment – revenues are derived from SAC credits from MCES which can be used to spur development.

Special Revenue Funds



Most significant items include:

- Use of fund balance in the Cemetery fund ($52,670)
- Use of fund balance in Parking fund ($126,000)
- Increase parking fines by $1

Debt Service Funds

2017 levy increased $45,350 for debt service requirements.

Total debt service in 2017 $580,000

Capital Project Funds

Building Fund – City Hall exterior reseal - $40,000, Bathrooms at Greenhaven Event Center - $200,000, Carpet at Greenhaven Event Center - $65,000

Street Renewal – CSAH 14/9TH Avenue - $591,000, Main St. bridge repair $56,500, Adams, Brisbin, Washington & Tenth Ave. $1,771,000. Christian Hill $3,473,000 – Two complete street renewal projects.

Park Dedication – Anoka Station park - $150,000.

Park Capital – Canoe Rest - $15,000, trail repairs $40,000, Enloe playground equipment - $75,000

Aquatic Center – replace tile on pool walls & decking $40,000, Diamond brite $20,000

Tax Increment Funds

CRTV – possible land purchases - $700,000, property clean up - $100,000 , internal interest payments - $140,850

Greens of Anoka – Greenhaven Parkway $2,3 million, purchase property $680,000, park bldg demo $200,000, transfer to So. Ferry district $250,000

Enterprise Park – debt service payments $300,000

South Ferry – cleanup $300,000

Enterprise Funds

Anoka Municipal Electric – AMU continues to be profitable with no projected rate changes for our customers in 2017. If the city experiences increased power costs from MMPA, a power adjustment may be implemented.

Capital investments of $2.6 million are budgeted in 2017 for various infrastructure needs. They include; Crooked Lake control house, Champlin Mississippi Crossing, replacement wire, manholes & street lights for street renewal projects, circuit connections for Grants St. station, replacement transformers and several other equipment replacements.

The electric utility will transfer $425,000 to the building fund for building improvements, $600,000 to the street renewal fund for street improvements and $400,000 to the general fund for operations.

Enterprise Funds

Water fund – no rate change in 2017. Research for a new well site will be occurring in 2017. The 7th Ave. watermain will be relined and there are two street renewal projects for 2017.

Sewer fund – there is a need for a rate increase for sewer in 2017. The recommended increase is 6.3% or about $1.20 a month on average. The MCES increased the charges for disposing waste and there are several infrastructure needs for the sewer operations including two street renewal projects.

Storm Water fund – there is a rate increase for storm water in 2017. The recommended increase is $.43 a month for single-family residential. There are two street renewal projects and three additional storm water improvements for 2017. The city issued debt in 2016 to pay for these improvements.

Liquor Store – $40,000 transfer to parks, possible store remodel.

Green Haven Golf – purchase rough mower $66,300, improve cart path.

Internal Service Funds

Garage fund – 2.3% increase in charges to other funds. Purchasing three police squads $116,000, radios for squads $26,400, tandem dump truck $225,000, aerifier $22,000, MT trackless blower $118,000, pick-up truck with plow $36,000 and a dump truck $60,000. The city postponed equipment purchases during the great recession and is now having to replace that equipment.

Information Systems fund – 2.6% increase in charges to other funds. Purchasing server upgrades and switches $26,500, Upgrade Software including new Human Resources software $75,000, patrol camera's $7,000, Asset mgmt for public services $20,000 and website design $50,000.

Insurance Liability fund – no change in charges to governmental funds. Small increase in insurance expenditures .

How much will we pay?

	Monthly
$ 60.17	City & HRA Tax
$ 3.00	Gas Franchise Fees
$ 14.66	Water distribution
$ 20.22	Sewer collection
$ 3.50	Storm Water drainage
$ 2.90	Recycling
$104.45	**Total**

Changes to Budgets since September

BY FUND

General fund – net decrease in expenditures – ($28,450)
net decrease in revenues and other sources ($28,450)

Parking fund – increase in expenditures - $4,875 replace cleaning contract

Street Renewal fund - increase in 2017 street renewal cost – $342,885 decrease costs in water and sewer

Park Capital – decrease revenue – ($93,205) interest & park dedication

TIF funds – decrease revenue – ($4,250,000) internal lending for lower amount

TIF funds – decrease expenditures – ($325,187) transfers out and interest expense

Electric, Water and Sewer – decrease expenses ($15,700) insurance

Storm Water – increase expense $41,225 debt interest

Liquor and Golf – increase expenses $31,150 wages for part-time staff & add'l garage staff time

Golf – decrease revenues ($359,700) corrected property sales proceeds

Changes to Budgets since September

Recycling – increase revenue $13,450 grant & charges for services, increase expense $200

Garage – increase revenue $7,000 interest, decrease expense ($16,700) reallocated to golf

Information Systems – increase expense $7,000 software maintenance

Insurance – decrease revenue ($1,590) charges for services, increase expense $345

Benefit Liability – increase expense $295

	Original	**New**	
General Fund	$12,176,125	**$12,147,675**	$(28,450)
Special Revenue Funds	$ 419,270	**$ 424,125**	$ 4,875
Capital Funds	$ 3,631,920	**$ 3,974,805**	$ 342,885
TIF Funds	$ 5,679,780	**$ 5,354,593**	$(325,187)
Enterprise Funds	$37,883,075	**$37,939,950**	$ 56,875
Internal Service Funds	$ 1,688,510	**$ 1,679,450**	$(9,060)

TOTAL CITY REVENUES AND APPROPRIATIONS

	2017	2016	Change
REVENUES	**$60,066,840**	$63,451,520	**($3,384,680)**
APPROPRIATIONS	**$63,948,053**	$64,839,355	**($891,302)**

REAL. CLASSIC.™

City of Anoka
2017 Proposed Budget

DRAFT

Draft–November 2016

Schedule of Tax Levies

	2012	2013	2014	2015	2016	2017	
General Fund Levy	$5,489,105	$5,459,105	$5,323,265	$5,323,680	$6,297,575	$6,641,230	5.46%
Debt Service Levy	410,000	397,000	389,000	388,585	155,900	0	-100.00%
Total Levy	5,899,105	5,856,105	5,712,265	5,712,265	6,453,475	6,641,230	2.91%

	2012	2013	2014	2015	2016	2017	
Housing & Redevelopment Authority:							
HRA Levy	$198,500	$194,000	$192,150	$192,150	$219,900	$230,000	4.59%

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CITY OF ANOKA

2016 BUDGET SUMMARY - ALL FUNDS (EXCLUDING HRA)

REVENUES	ACTUAL 2012	ACTUAL 2013	ACTUAL 2014	ACTUAL 2015	ADOPTED 2016	PROPOSED 2017	Difference	Percent change
GENERAL FUND								
Property Taxes	$ 5,441,866	$ 5,475,539	$ 5,298,101	$ 5,329,192	$ 6,303,575	$ 6,647,230	$ 343,655	5.45%
Intergovernmental	1,373,890	1,432,608	2,008,829	2,098,278	2,146,355	2,178,445	32,090	1.50%
Licenses & Permits	457,674	343,817	427,821	626,408	444,350	403,550	(40,800)	-9.18%
Fines & Forfeitures	83,462	79,874	85,154	76,072	86,750	70,750	(16,000)	-18.44%
Interest Earnings	36,920	(74,207)	142,152	51,155	45,000	45,000	-	0.00%
Charges for Services	1,026,888	1,088,748	1,224,658	1,120,363	1,169,650	1,035,900	(133,750)	-11.44%
Miscellaneous	14,931	85,086	71,237	232,793	54,175	201,250	147,075	271.48%
Franchise Fees	939,728	977,721	967,141	979,433	966,000	976,000	10,000	1.04%
Transfers In/Reserves	385,000	700,000	360,000	365,000	1,990,040	589,550	(1,400,490)	-70.37%
Total General Fund	$ 9,760,359	$ 10,109,186	$ 10,585,093	$ 10,878,694	$ 13,205,895	$ 12,147,675	$ (1,058,220)	-8.01%
SPECIAL REVENUES								
Urban Redevelopment	$ 61,928	$ 62,010	$ 219,704	$ 288,225	$ 108,600	$ 108,600	$ -	0.00%
Round Up	-	-	41,607	39,534	41,000	41,000	-	0.00%
Cemetery	52,858	96,242	82,459	81,683	152,500	135,170	(17,330)	-11.36%
Walker Leased Parking	5,051	4,395	5,307	5,015	8,185	8,580	395	4.83%
City Parking	97,417	65,132	102,301	75,261	202,500	225,690	23,190	11.45%
Lodging	6,426	12,553	12,770	13,816	12,800	13,500	700	5.47%
Total Special Revenues	$ 223,680	$ 240,332	$ 464,148	$ 503,534	$ 525,585	$ 532,540	$ 6,955	1.32%
DEBT SERVICE FUNDS								
Property Taxes	$ 405,184	$ 396,313	$ 386,018	$ 387,936	$ 155,900	$ -	$ (155,900)	-100.00%
Interest	1,904	(9,029)	10,101	3,009	1,950	3,550	1,600	82.05%
Issuance of Bonds	-	-	6,383,638	-	-	-	-	0.00%
Operating Transfer In	440,000	440,000	1,440,000	568,500	754,650	960,000	205,350	27.21%
Total Debt Service Funds	$ 847,088	$ 827,284	$ 8,219,757	$ 959,445	$ 912,500	$ 963,550	$ 51,050	5.59%
CAPITAL FUNDS								
Building Capital Projects	$ 132,976	$ (3,975)	$ 499,408	$ (479,953)	$ 500,250	$ 425,500	$ (74,750)	-14.94%
State Aid Construction	2,209	(4,254)	1,147,401	11,472	4,500	4,500	-	0.00%
Street Renewal	5,354,936	1,282,929	3,496,255	4,404,004	2,941,100	2,140,000	(801,100)	-27.24%
Cemetery Construction	924	(474)	1,892	915	-	-	-	0.00%
Park Capital Improvements	1,884,339	752,790	2,360,758	841,315	894,200	154,730	(739,470)	-82.70%
City Tax Increment Districts	3,109,370	$ 10,746,762	$ 3,310,365	$ 3,502,250	$ 2,996,625	$ 2,284,535	$ (712,090)	-23.76%
Total Capital Projects	$ 10,484,754	$ 12,773,778	$ 10,816,079	$ 8,280,003	$ 7,336,675	$ 5,009,265	$ (2,327,410)	-31.72%

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CITY OF ANOKA

2016 BUDGET SUMMARY - ALL FUNDS (EXCLUDING HRA)

REVENUES (continued)	ACTUAL 2012	ACTUAL 2013	ACTUAL 2014	ACTUAL 2015	ADOPTED 2016	PROPOSED 2017	Difference	Percent change
ENTERPRISE FUNDS								
Electric	$ 24,880,426	$ 25,873,794	$ 28,173,981	$ 28,335,177	$ 29,098,250	$ 29,155,000	$ 56,750	0.20%
Water	1,936,514	1,767,775	1,806,786	1,953,628	2,024,250	2,026,500	2,250	0.11%
Sanitary Sewer	2,093,904	2,079,804	2,171,242	2,237,827	2,199,800	2,325,800	126,000	5.73%
Storm Sewer	420,623	467,395	476,531	477,286	527,750	522,750	(5,000)	-0.95%
Liquor	3,982,706	4,056,661	4,217,278	4,192,360	4,174,000	4,174,000	-	0.00%
Golf	1,094,589	2,101,425	924,354	936,675	941,700	1,301,000	359,300	38.15%
Refuse Collection	170,877	152,351	137,740	113,520	102,500	112,700	10,200	9.95%
Recycling	239,203	300,270	260,070	288,284	277,750	291,200	13,450	4.84%
Total Enterprise Funds	$ 34,818,842	$ 36,799,475	$ 38,167,982	$ 38,534,757	$ 39,346,000	$ 39,908,950	$ 562,950	1.43%
INTERNAL SERVICE FUNDS								
Garage	$ 513,737	$ 504,948	$ 574,658	$ 620,104	$ 1,305,665	$ 677,670	$ (627,995)	-48.10%
Information Systems	216,002	291,092	435,312	343,358	378,290	387,870	9,580	2.53%
Insurance	409,590	401,186	437,910	426,599	428,910	427,320	(1,590)	-0.37%
Employee Benefits	6,804	(11,916)	21,904	10,163	12,000	12,000	-	0.00%
Total Internal Service Funds	$ 1,146,133	$ 1,185,310	$ 1,469,784	$ 1,400,224	$ 2,124,865	$ 1,504,860	$ (620,005)	-29.18%
Total Revenues (sources)	$ 57,280,856	$ 61,935,365	$ 69,722,843	$ 60,556,657	$ 63,451,520	$ 60,066,840	$ (3,384,680)	-5.33%
TOTAL SOURCES	$ 57,280,856	$ 61,935,365	$ 69,722,843	$ 60,556,657	$ 63,451,520	$ 60,066,840	$ (3,384,680)	-5.33%

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CITY OF ANOKA

2016 BUDGET SUMMARY - ALL FUNDS (EXCLUDING HRA)

APPROPRIATIONS	ACTUAL 2012	ACTUAL 2013	ACTUAL 2014	ACTUAL 2015	ADOPTED 2016	PROPOSED 2017	Difference	Percent change
GENERAL FUND								
Council	$ 88,000	$ 83,479	$ 94,762	$ 95,488	$ 96,665	$ $ 98,825	$ 2,160	2.23%
Administrative Services	357,629	362,800	377,573	322,478	453,655	418,910	(34,745)	-7.66%
Finance	383,910	382,525	404,102	415,405	461,710	487,870	26,160	5.67%
Legal	184,317	180,450	174,179	187,801	201,500	205,500	4,000	1.99%
Planning	168,291	188,102	184,632	169,955	274,995	208,305	(66,690)	-24.25%
Municipal Buildings	244,757	345,414	328,751	412,408	485,875	321,645	(164,230)	-33.80%
Police	3,886,213	3,968,492	4,215,403	4,385,214	4,552,855	4,854,790	301,935	6.63%
Fire	524,605	808,183	535,500	551,459	592,000	624,490	32,490	5.49%
Inspections/Property Maint.	268,041	269,131	272,507	253,963	243,030	299,720	56,690	23.33%
Public Works	1,060,079	1,237,801	1,218,735	1,206,991	1,637,485	1,547,080	(90,405)	-5.52%
Recreation	723,557	890,383	1,018,868	1,070,789	1,106,490	1,256,080	149,590	13.52%
Parks	755,132	763,732	739,188	770,071	826,510	1,007,680	181,170	21.92%
Community Development	115,099	131,554	122,789	86,737	105,475	146,780	41,305	39.16%
Unallocated	41,709	48,623	79,418	67,255	143,000	90,000	(53,000)	-37.06%
Transfers Out	600,000	750,000	1,220,000	94,000	2,024,650	580,000	(1,444,650)	-71.35%
Total General Fund	$ 9,401,339	$ 10,410,669	$ 10,986,407	$ 10,090,014	$ 13,205,895	$ 12,147,675	$ (1,058,220)	-8.01%
SPECIAL REVENUES								
Urban Redevelopment	5	2,240	3,553	928	900	830	(70)	-7.78%
Round Up	-	-	41,594	38,799	41,000	41,000	-	0.00%
Cemetery	64,755	89,541	99,184	126,984	98,190	135,170	36,980	37.66%
Walker Leased Ramp	6,671	15,348	8,141	16,489	8,185	8,580	395	4.83%
City Parking	363,342	210,663	165,774	159,142	202,500	225,690	23,190	11.45%
Lodging	6,661	11,972	12,039	12,832	12,780	12,875	95	0.74%
Total Special Revenues	$ 441,434	$ 329,764	$ 330,285	$ 355,174	$ 363,555	$ 424,145	$ 60,590	16.67%
DEBT SERVICE FUNDS								
Bond Principal (refunding)	$ 470,000	$ 450,000	$ 580,239	$ 7,709,150	$ 540,000	$ 2,105,000	$ 1,565,000	289.81%
Bond Interest	397,089	389,758	421,218	452,558	325,340	322,435	(2,905)	-0.89%
Total Debt Service Funds	$ 867,089	$ 839,758	$ 1,001,457	$ 8,161,708	$ 865,340	$ 2,427,435	$ 1,562,095	180.52%

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CITY OF ANOKA

2016 BUDGET SUMMARY - ALL FUNDS (EXCLUDING HRA)

APPROPRIATIONS, (Continued)	ACTUAL 2012	ACTUAL 2013	ACTUAL 2014	ACTUAL 2015	ADOPTED 2016	PROPOSED 2017	Difference	Percent change
CAPITAL FUNDS								
Building Capital Projects	$ 35,242	$ 46,990	$ 908,579	$ 195,928	$ 435,070	$ 310,330	$ (124,740)	-28.67%
State Aid Construction	-	1,094	776,050	429,092	-	-	-	0.00%
Street Renewal	7,454,430	1,930,980	4,470,190	3,335,070	1,839,655	3,306,895	1,467,240	79.76%
Cemetery Construction	-	52,475	-	-	70,000	-	(70,000)	-100.00%
Park Capital Improvments	2,690,406	1,418,529	2,210,491	780,231	619,185	357,580	(261,605)	-42.25%
City Tax Increment Districts	1,891,193	10,503,213	4,087,060	2,983,539	7,674,495	5,354,593	(2,319,902)	-30.23%
Total Capital Projects	$ 12,071,271	$ 13,953,281	$ 12,452,370	$ 7,723,860	$ 10,638,405	$ 9,329,398	$ (1,309,007)	-12.30%
ENTERPRISE FUNDS								
Electric	$ 24,827,030	$ 25,633,255	$ 26,742,329	$ 27,764,960	$ 28,702,000	$ 28,219,965	$ (482,035)	-1.68%
Water	1,291,808	1,430,439	1,444,995	1,379,655	1,559,550	1,594,815	35,265	2.26%
Sanitary Sewer	1,842,496	1,967,585	2,114,671	2,020,883	2,182,385	2,265,695	83,310	3.82%
Storm Sewer	166,886	198,447	185,703	209,973	228,440	299,640	71,200	31.17%
Liquor	3,953,217	4,157,645	4,316,772	4,135,611	4,105,860	4,116,000	10,140	0.25%
Golf	1,319,486	2,038,573	957,105	1,041,344	982,370	1,031,210	48,840	4.97%
Refuse Collection	177,847	161,493	137,319	125,761	106,965	119,145	12,180	11.39%
Recycling	253,912	271,358	271,943	285,046	290,430	293,480	3,050	1.05%
Total Enterprise Funds	$ 33,832,682	$ 35,858,795	$ 36,170,837	$ 36,963,233	$ 38,158,000	$ 37,939,950	$ (218,050)	-0.57%
INTERNAL SERVICE FUNDS								
Garage	$ 604,334	$ 599,563	$ 665,199	$ 650,676	$ 734,625	$ 739,110	$ 4,485	0.61%
Information Systems	251,454	280,198	300,369	271,328	380,545	378,960	(1,585)	-0.42%
Insurance	354,848	483,966	408,730	377,953	458,700	459,045	345	0.08%
Employee Benefits	10,052	125,327	(27,313)	46,505	34,290	102,335	68,045	198.44%
Total Internal Service Funds	$ 1,220,688	$ 1,489,054	$ 1,346,985	$ 1,346,462	$ 1,608,160	$ 1,679,450	$ 71,290	4.43%
Total Appropriations (uses)	$ 57,834,503	$ 62,881,321	$ 62,288,341	$ 64,640,451	$ 64,839,355	$ 63,948,053	$ (891,302)	-1.37%
TOTAL SOURCES (USES)	**$** (553,647)	**$** (945,956)	**$** 7,434,502	**$** (4,083,794)	$ (1,387,835)	$ (3,881,213)	$ (2,493,378)	-179.66%
Source or (Use) of Equity or Fund Balance	$ (553,647)	$ (945,956)	$ 7,434,502	$ (4,083,794)	$ (1,387,835)	$ (3,881,213)	$ (2,493,378)	-179.66%

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CITY OF ANOKA, MINNESOTA
2017 BUDGET

GENERAL FUND SUMMARY BUDGET

SOURCES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Property Taxes	$5,441,866	$ 5,475,539	$ 5,298,101	$ 5,329,192	$ 6,303,575	$ 6,647,230	5.45%
Intergovernmental	1,373,890	1,432,608	2,008,829	2,098,278	2,146,355	2,178,445	1.50%
Licenses & Permits	457,674	343,817	427,821	626,408	444,350	403,550	-9.18%
Fines & Forfeitures	83,462	79,874	85,154	76,072	86,750	70,750	-18.44%
Interest Earnings	36,920	78,844	37,396	46,831	45,000	45,000	0.00%
Gain(loss) fair value of inv	-	(153,051)	104,756	4,324	-	-	0.00%
Charges for Services	1,026,888	1,088,748	1,224,658	1,120,363	1,169,650	1,035,900	-11.44%
Miscellaneous	14,931	85,086	71,237	232,793	54,175	201,250	271.48%
Franchise Fees	939,728	977,721	967,141	979,433	966,000	976,000	1.04%
Transfers In/Reserves	385,000	700,000	360,000	365,000	1,990,040	589,550	-70.37%
Total Revenue and Transfers In	$9,760,359	$ 10,109,186	$ 10,585,093	$ 10,878,694	$13,205,895	$12,147,675	-8.01%
USES							
Council	$ 88,000	$ 83,479	$ 94,762	95,488	$ 96,665	$ 98,825	2.23%
Administrative Services	357,629	362,800	377,573	322,478	453,655	418,910	-7.66%
Finance	383,910	382,525	404,102	415,405	461,710	487,870	5.67%
Legal	184,317	180,450	174,179	187,801	201,500	205,500	1.99%
Planning	168,291	188,102	184,632	169,955	274,995	208,305	-24.25%
Municipal Buildings	244,757	345,414	328,751	412,408	485,875	321,645	-33.80%
Police	3,886,213	3,968,492	4,215,403	4,385,214	4,552,855	4,854,790	6.63%
Fire	524,605	808,183	535,500	551,459	592,000	624,490	5.49%
Inspections/Property Maint.	268,041	269,131	272,507	253,963	243,030	299,720	23.33%
Public Works	1,060,079	1,237,801	1,218,735	1,206,991	1,637,485	1,547,080	-5.52%
Recreation	723,556	890,383	1,018,868	1,070,789	1,106,490	1,256,080	13.52%
Parks	755,132	763,732	739,188	770,071	826,510	1,007,680	21.92%
Community Development	115,099	131,554	122,789	86,737	105,475	146,780	39.16%
Unallocated	41,709	48,623	79,418	67,255	143,000	90,000	-37.06%
Transfers Out	600,000	750,000	1,220,000	94,000	2,024,650	580,000	-71.35%
Total Expenditures and Transfers Ou	$9,401,338	$ 10,410,669	$ 10,986,407	$ 10,090,014	$13,205,895	$12,147,675	-8.01%
Net Change in Fund Balance	$ 359,021	$ (301,483)	$ (401,314)	$ 788,680	$ -	$ -	
Transfer of Operations	$ -	$ -	$ (589,849)	$ -	$ -	$ -	
Fund Balance	$6,173,480	$ 5,871,997	$ 4,880,834	$ 5,669,514	$ 4,073,474	$ 3,813,474	

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CITY OF ANOKA, MINNESOTA
2017 BUDGET

	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
General Government:							
Employee Services	$ 993,713	$ 1,024,787	$ 1,117,852	$ 954,335	$ 1,244,930	$ 1,134,790	-8.85%
Supplies	17,820	18,245	11,174	10,085	33,100	32,100	-3.02%
Professional Services	465,818	451,096	453,168	491,982	559,135	586,450	4.89%
Maintenance	106,361	109,107	169,805	237,478	115,710	99,495	-14.01%
Capital Outlay	-	71,089	14,207	63,647	150,000	-	-100.00%
Total General Government	1,583,712	1,674,324	1,766,206	1,757,527	2,102,875	1,852,835	-11.89%
Public Safety:							
Employee Services	3,949,061	3,994,213	3,761,341	3,886,617	3,973,800	4,280,925	7.73%
Supplies	88,170	71,413	69,786	71,471	80,550	80,650	0.12%
Professional Services	331,572	374,062	364,154	350,627	403,010	399,335	-0.91%
Maintenance	281,612	323,005	292,629	308,969	338,525	353,600	4.45%
Contractual Fire	-	-	535,500	551,459	592,000	624,490	5.49%
Capital Outlay	28,446	283,113	-	21,493	-	40,000	0.00%
Total Public Safety	4,678,861	5,045,806	5,023,410	5,190,636	5,387,885	5,779,000	7.26%
Public Works:							
Employee Services	499,830	570,119	657,903	550,802	695,915	597,200	-14.18%
Supplies	23,781	19,014	24,341	32,391	33,900	33,900	0.00%
Professional Services	90,598	72,136	99,009	107,684	109,895	111,525	1.48%
Maintenance	445,870	576,532	434,247	409,788	680,775	661,955	-2.76%
Capital Outlay	-	-	3,235	106,326	117,000	142,500	21.79%
Total Public Works	1,060,079	1,237,801	1,218,735	1,206,991	1,637,485	1,547,080	-5.52%
Park & Recreation:							
Employee Services	813,845	795,866	857,948	880,313	933,260	1,075,050	15.19%
Supplies	90,454	106,931	109,610	88,837	148,850	150,650	1.21%
Professional Services	143,158	259,989	265,490	232,707	239,130	278,265	16.37%
Maintenance	403,521	500,205	457,902	539,891	537,760	584,795	8.75%
Capital Outlay	27,709	39,747	67,106	99,112	74,000	175,000	136.49%
Total Park & Recreation	1,478,687	1,702,738	1,758,056	1,840,860	1,933,000	2,263,760	17.11%
Unallocated:							
Transfers	600,000	750,000	1,220,000	94,000	2,024,650	580,000	-71.35%
Maintenance/contingency	-	-	-	-	120,000	125,000	4.17%
Total Unallocated	600,000	750,000	1,220,000	94,000	2,144,650	705,000	-67.13%
TOTALS	$ 9,401,339	$ 10,410,669	$ 10,986,407	$ 10,090,014	$13,205,895	$ 12,147,675	-8.01%

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GENERAL FUND SUMMARY BUDGET

GENERAL FUND COMPARATIVE EXPENDITURES BY OBJECT CLASSIFICATION

TOTAL GENERAL FUND:	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Employee Services	$6,256,449	$ 6,384,985	$ 6,395,044	$ 6,272,067	$ 6,847,905	$ 7,087,965	3.51%
Supplies	220,225	215,603	214,911	202,784	296,400	297,300	0.30%
Professional Services	1,031,146	1,157,283	1,181,821	1,183,000	1,311,170	1,375,575	4.91%
Maintenance	1,237,364	1,508,849	1,354,583	1,496,126	1,672,770	1,699,845	1.62%
Contractual Fire	-	-	535,500	551,459	592,000	624,490	5.49%
Capital Outlay	56,155	393,949	84,548	290,578	341,000	357,500	4.84%
Contingency	-	-	-	-	120,000	125,000	4.17%
Transfers	600,000	750,000	1,220,000	94,000	2,024,650	580,000	-71.35%
TOTAL	$9,401,339	$ 10,410,669	$ 10,986,407	$ 10,090,014	$13,205,895	$12,147,675	-8.01%

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CITY OF ANOKA, MINNESOTA
2017 BUDGET

GENERAL FUND - CITY COUNCIL, CITY MANAGER, AND ELECTIONS BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Licenses & Permits	$ 13,476	$ 13,715	$ 12,250	$ 5,840	$ 13,000	$ 13,300	$ 12,000	-9.77%
Charges for Services	2,406	17	16	11	-	-	-	0.00%
Miscellaneous	6,514	6,669	6,172	5,394	6,000	5,325	5,400	1.41%
Total Revenue	$ 22,396	$ 20,401	$ 18,438	$ 11,245	$ 19,000	$ 18,625	$ 17,400	-6.58%
EXPENDITURES								
Employee Services	$ 231,260	$ 210,474	$ 236,969	$ 168,224	$ 268,524	$ 292,035	$ 228,620	-21.71%
Supplies	875	1,021	1,434	725	1,028	3,700	3,700	0.00%
Professional Services	87,327	110,031	107,499	112,532	119,973	113,850	117,405	3.12%
Maintenance	637	-	75	3,785	4,250	4,850	5,000	3.09%
Total Expenditure	$ 320,099	$ 321,526	$ 345,977	$ 285,266	$ 393,775	$ 414,435	$ 354,725	-14.41%
Supported by taxes and aid	$ (297,703)	$ (301,125)	$ (327,539)	$ (274,021)	$ (374,775)	$ (395,810)	$ (337,325)	-14.78%

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CITY OF ANOKA, MINNESOTA
2017 BUDGET

GENERAL FUND - FINANCE AND ASSESSING

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Charges for Services	$ 1,260	$ 1,002	$ 1,225	$ 1,050	$ 1,000	$ 1,200	$ 1,000	-20.00%
Miscellaneous	2,788	4,409	4,997	8,547	4,900	4,400	4,500	2.22%
Total Revenue	$ 4,048	$ 5,411	$ 6,222	$ 9,597	$ 5,900	$ 5,600	$ 5,500	-41.65%
EXPENDITURES								
Employee Services	$ 337,439	$ 303,409	$ 334,357	$ 357,190	$ 371,170	$ 387,235	$ 410,035	5.56%
Supplies	3,700	3,470	2,315	2,061	2,982	4,800	4,800	0.00%
Professional Services	41,746	70,528	62,140	49,751	58,016	61,235	64,760	5.44%
Maintenance	1,025	5,118	5,290	6,403	6,971	8,440	8,275	-1.99%
Total Expenditure	$ 383,910	$ 382,525	$ 404,102	$ 415,405	$ 439,139	$ 461,710	$ 487,870	5.36%
Supported by taxes and aid	$ (379,862)	$(377,114)	$ (397,880)	$ (405,808)	$ (433,239)	$ (456,110)	$ (482,370)	5.44%

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CITY OF ANOKA, MINNESOTA
2017 BUDGET

GENERAL FUND - ATTORNEY

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Court Fines	$ 82,297	$ 76,971	$ 82,198	$ 75,252	$ 80,000	$ 84,000	$ 68,000	-23.53%
Total Revenue	$ 82,297	$ 76,971	$ 82,198	$ 75,252	$ 80,000	$ 84,000	$ 68,000	-23.53%
EXPENDITURES								
Supplies	$ 26	$ 22	$ -	$ -	$ -	$ 500	$ 500	0.00%
Professional Services	-	-	-	-	-	-	-	0.00%
Legal	42,321	38,318	36,721	50,669	46,278	46,000	50,000	8.00%
Prosecution	141,970	142,110	137,458	137,132	157,192	155,000	155,000	0.00%
Housing Code Violation	-	-	-	-	-	-	-	0.00%
Total Expenditure	$ 184,317	$ 180,450	$174,179	$ 187,801	$ 203,470	$ 201,500	$ 205,500	1.95%
Supported by taxes and aid	$ (102,020)	$(103,479)	$ (91,981)	$ (112,549)	$ (123,470)	$ (117,500)	$ (137,500)	14.55%

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CITY OF ANOKA, MINNESOTA
2017 BUDGET

GENERAL FUND - HUMAN RESOURCES

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Total Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%
EXPENDITURES								
Employee Services	$ 109,102	$ 106,789	$ 115,064	$ 122,298	$ 113,355	$ 115,600	$ 142,785	23.52%
Supplies	4,779	3,913	660	1,235	768	3,500	3,500	0.00%
Professional Services	11,004	14,051	10,632	8,973	11,255	15,785	15,725	-0.38%
Maintenance	645	-	-	194	601	1,000	1,000	0.00%
Total Expenditure	$ 125,530	$ 124,753	$ 126,356	$ 132,700	$ 125,979	$ 135,885	$ 163,010	19.96%
Supported by taxes and aid	$ (125,530)	$(124,753)	$(126,356)	$ (132,700)	$ (125,979)	$ (135,885)	$ (163,010)	19.96%

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CITY OF ANOKA, MINNESOTA
2017 BUDGET

GENERAL FUND - PLANNING

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Plan Check/Review Fees	$ 3,400	$ 8,250	$ 7,775	$ 3,400	$ 5,000	$ 5,000	$ 3,000	-40.00%
Miscellaneous	(652)	(500)	213	247	250	200	250	25.00%
Total Revenue	$ 2,748	$ 7,750	$ 7,988	$ 3,647	$ 5,250	$ 5,200	$ 3,250	-37.50%
EXPENDITURES								
Employee Services	$ 148,569	$ 165,516	$ 159,921	$ 135,107	$ 177,824	$ 238,950	$ 147,150	-38.42%
Supplies	2,153	1,676	1,263	599	699	3,500	3,500	0.00%
Professional Services	1,663	18,754	20,579	31,910	26,354	28,945	54,055	86.75%
Maintenance	1,306	2,156	2,869	2,339	2,444	3,600	3,600	0.00%
Total Expenditure	$ 153,691	$ 188,102	$ 184,632	$ 169,955	$ 207,321	$ 274,995	$ 208,305	-24.25%
Supported by taxes and aid	$(150,943)	$ (180,352)	$ (176,644)	$ (166,308)	$ (202,071)	$ (269,795)	$ (205,055)	-24.00%

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CITY OF ANOKA, MINNESOTA
2017 BUDGET

GENERAL FUND - MUNICIPAL BUILDING AND GENERAL MAINTENANCE

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Total Revenue	$ -	$ -	$ 53	$ 1	$ -	$ -	$ -	0.00%
EXPENDITURES								
Employee Services	$ 82,050	$ 121,018	$ 163,548	$ 115,583	$ 110,958	$ 130,000	$ 148,950	14.58%
Supplies	5,278	7,436	4,268	5,208	3,948	14,100	13,100	-7.09%
Professional Services	67,470	44,100	64,369	43,889	62,978	94,455	78,475	-16.92%
Maintenance	89,959	101,771	96,566	184,081	135,130	97,320	81,120	-16.65%
Capital Outlay	-	71,089	-	63,647	150,000	150,000	-	-100.00%
Total Expenditure	$ 244,757	$ 345,414	$ 328,751	$ 412,408	$ 463,014	$ 485,875	$ 321,645	-33.80%
Supported by taxes and aid	$ (244,757)	$(345,414)	$(328,698)	$(412,407)	$ (463,014)	$ (485,875)	$ (321,645)	-33.80%

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CITY OF ANOKA, MINNESOTA
2017 BUDGET

GENERAL FUND - POLICE, SECURITY SERVICES, CIVIL DEFENSE, AND JOINT FIRE

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Licenses	$ 68,557	$ 66,339	$ 22,460	$ 67,037	$ 73,800	$ 69,800	$ 71,300	2.15%
State Aid Police Svcs	168,286	194,231	203,728	208,695	203,800	203,800	218,800	7.36%
Police Services	189,203	194,024	187,038	176,748	188,550	190,750	191,500	0.39%
AMRTC Police Services	250,334	321,710	379,981	338,356	331,000	331,000	348,000	5.14%
Anoka Tech Security	85,701	82,687	89,438	55,953	-	75,000	-	-100.00%
Anoka High School Security	71,527	61,494	77,859	64,785	70,000	70,000	70,000	0.00%
Miscellaneous	47,632	43,723	71,092	42,816	65,500	80,000	74,750	-6.56%
Total Revenue	$ 881,240	$ 964,208	$ 1,031,596	$ 954,390	$ 932,650	$ 1,020,350	$ 974,350	-4.51%
EXPENDITURES								
Employee Services	$ 3,316,912	$ 3,351,465	$ 3,540,565	$ 3,688,504	$ 3,477,773	$ 3,799,950	$ 4,048,775	6.55%
Supplies	67,226	56,073	69,609	70,910	81,123	77,300	77,400	0.13%
Professional Services	237,389	271,659	320,322	305,702	349,929	347,360	345,570	-0.52%
Maintenance	266,982	289,294	284,909	298,605	310,893	328,245	343,045	4.51%
Joint Fire Operations	494,780	513,565	535,500	551,459	592,000	592,000	624,490	5.49%
Capital	-	-	-	21,493	26,000	-	40,000	0.00%
Total Expenditure	$ 4,383,289	$ 4,482,056	$ 4,750,905	$ 4,936,673	$ 4,837,718	$ 5,144,855	$ 5,479,280	6.50%
Supported by taxes and aid	$(3,502,049)	$(3,517,848)	$(3,719,309)	$(3,982,283)	$(3,905,068)	$(4,124,505)	$(4,504,930)	9.22%

Gate for police yard $40,000 *

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CITY OF ANOKA, MINNESOTA
2017 BUDGET

GENERAL FUND - PROPERTY AND BUILDING INSPECTIONS

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Plan Check/Review Fees	$ 90,561	$ 83,187	$ 98,704	$144,923	$ 85,000	$ 85,000	$ 100,000	17.65%
Building Permits	219,653	173,200	265,726	385,316	253,000	230,000	200,000	-13.04%
Heating Permits	66,507	31,482	57,544	84,410	55,000	50,000	60,000	20.00%
Plumbing Permits	17,727	9,816	17,766	30,836	17,000	13,000	20,000	53.85%
Electrical Permits	51,154	30,617	34,448	47,531	34,000	38,000	40,000	5.26%
Building Permit Sur Charge	1,296	2,649	1,160	1,659	1,200	1,500	1,100	-26.67%
Rental license inspection fee	21,859	18,888	21,738	4,963	20,000	30,000	-	-100.00%
Vacant Building Reg Fee	6,800	2,900	2,700	1,850	2,000	2,500	2,000	-20.00%
Miscellaneous	3,116	4,287	5,175	3,700	4,000	5,000	3,500	-30.00%
Total Revenue	$478,673	$ 357,026	$504,961	$705,188	$ 471,200	$ 455,000	$ 426,600	-6.24%
EXPENDITURES								
Employee Services	$222,065	$ 211,292	$220,781	$198,113	$ 196,166	$ 173,850	$ 232,150	33.53%
Supplies	320	326	176	561	1,188	3,250	3,250	0.00%
Professional Services	36,147	50,163	43,830	44,925	46,361	55,650	53,765	-3.39%
Maintenance	7,205	7,350	7,720	10,364	10,513	10,280	10,555	2.68%
Total Expenditure	$265,737	$ 269,131	$272,507	$253,963	$ 254,228	$ 243,030	$ 299,720	23.33%
Supported by taxes and aid	$212,936	$ 87,895	$232,454	$451,225	$ 216,972	$ 211,970	$ 126,880	-40.14%

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CITY OF ANOKA, MINNESOTA
2017 BUDGET

GENERAL FUND - ENGINEERING & STREETS

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Permits	$ 240	$ 260	$ 375	$ 475	$ 400	$ 250	$ 250	0.00%
Franchise Fees	939,728	977,721	967,141	979,433	960,000	966,000	976,000	1.04%
MSA Maintenance	152,232	158,092	163,848	177,625	177,000	177,000	187,600	5.99%
Miscellaneous	1,544	2,457	265	1,419	1,020	1,500	1,500	0.00%
Total Revenue	$1,093,744	$1,138,530	$1,131,629	$1,158,952	$1,138,420	$1,144,750	$1,165,350	1.80%
EXPENDITURES								
Employee Services	$ 499,830	$ 570,119	$ 657,904	$ 550,802	$ 552,140	$ 695,915	$ 597,200	-14.18%
Supplies	23,780	19,014	24,341	32,391	23,108	33,900	33,900	0.00%
Professional Services	90,598	72,135	102,243	107,684	84,641	109,895	111,525	1.48%
Maintenance	445,871	576,532	431,012	409,788	457,330	680,775	661,955	-2.76%
Capital Outlay	-	-	3,235	106,326	117,000	117,000	142,500 *	21.79%
Total Expenditure	$1,060,079	$1,237,800	$ 1,218,735	$1,206,991	$ 1,234,219	$ 1,637,485	$1,547,080	-5.52%
Supported by taxes and aid	$ 33,665	$ (99,270)	$ (87,106)	$ (48,039)	$ (95,799)	$ (492,735)	$ (381,730)	-22.53%

CSAH 7th & Grant signal, city share $82,500 *
Signal replacments $60,000

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CITY OF ANOKA, MINNESOTA
2017 BUDGET

GENERAL FUND - RECREATION & COMMUNITY PROGRAMS

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Lease Income	$ -	$ 33,528	$ 34,722	$ 39,395	$ 84,000	$ 79,000	$ 107,100	35.57%
Use of Parks & Fields	13,409	20,101	18,371	22,506	18,500	18,000	19,000	5.56%
Pool Admission	199,022	194,907	176,704	207,392	176,000	191,000	191,000	0.00%
Swimming Lessons	52,511	49,994	50,233	57,467	51,000	51,000	65,000	27.45%
Pool Rental	8,410	8,249	11,728	7,506	8,000	8,250	8,100	-1.82%
Senior Center	21,913	25,585	25,973	32,011	26,900	24,600	26,850	9.15%
Slip Rental	-	-	-	15,877	30,550	15,000	30,000	100.00%
Miscellaneous	6,762	40,001	38,535	52,318	1,700	1,850	1,350	-27.03%
Total Revenue	$ 302,027	$ 372,365	$ 356,266	$ 434,472	$ 396,650	$ 388,700	$ 448,400	15.36%
EXPENDITURES								
Employee Services	$ 399,847	$ 424,822	$ 485,235	$ 531,201	$ 571,036	$ 516,710	$ 619,750	19.94%
Supplies	47,684	42,820	39,781	49,551	57,644	78,250	77,250	-1.28%
Professional Services	91,540	188,494	189,858	174,706	187,998	179,770	212,010	17.93%
Maintenance	184,536	234,249	244,836	247,058	266,779	282,760	287,070	1.52%
Capital Outlay	-	-	59,158	68,273	62,200	49,000	60,000 *	22.45%
Total Expenditures	$ 723,607	$ 890,385	$1,018,868	$1,070,789	$ 1,145,657	$1,106,490	$ 1,256,080	13.52%
Supported by taxes and aid	$(421,580)	$(518,020)	$ (662,602)	$ (636,317)	$ (749,007)	$ (717,790)	$ (807,680)	12.52%

Enloe park playround equipment $25,000 *
Boat Slide $35,000

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CITY OF ANOKA, MINNESOTA
2017 BUDGET

GENERAL FUND - PARK AND CEMETERY MAINTENANCE & SHADE TREE BEAUTIFICATION

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Lease Income	$ 6,789	$ 12,000	$ 16,824	$ 2,400	$ -	$ -	$ -	0.00%
Park Donations	4,841	2,500	4,462	2,025	5,625	2,500	3,000	20.00%
Miscellaneous	3,414	4,076	4,772	1,836	3,000	4,000	3,500	-12.50%
Total Revenue	$ 15,044	$ 18,576	$ 26,058	$ 6,261	$ 8,625	$ 6,500	$ 6,500	0.00%
EXPENDITURES								
Employee Services	$ 413,999	$ 371,044	$ 372,712	$ 349,112	$ 311,043	$ 416,550	$ 455,300	9.30%
Supplies	42,770	57,340	69,831	39,286	48,047	70,600	73,400	3.97%
Professional Services	51,619	69,146	75,634	58,001	55,407	59,360	66,255	11.62%
Maintenance	218,985	226,456	213,063	292,833	302,800	255,000	297,725	16.75%
Capital Outlay	27,709	39,747	7,948	30,839	25,000	25,000	115,000 *	360.00%
Total Expenditures	$ 755,082	$ 763,733	$ 739,188	$ 770,071	$ 742,297	$ 826,510	$ 1,007,680	21.92%
Supported by taxes and aid	$(740,038)	$ (745,157)	$ (713,130)	$ (763,810)	$ (733,672)	$ (820,010)	$(1,001,180)	22.09%

West Rum River Trail $75,000 *
Stone House restoration $40,000

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CITY OF ANOKA, MINNESOTA
2017 BUDGET

GENERAL FUND - COMMUNITY DEVELOPMENT

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Miscellaneous	$ (145)	$ (420)	$ -	$ -	$ -	$ -	$ -	0.00%
Total Revenue	$ (145)	$ (420)	$ -	$ -	$ -	$ -	$ -	0.00%
EXPENDITURES								
Employee Services	$ 104,728	$ 117,582	$ 107,993	$ 55,933	$ 58,000	$ 81,110	$ 122,250	50.72%
Supplies	949	707	654	68	700	3,000	3,000	0.00%
Professional Services	9,423	13,202	14,142	30,736	67,234	20,865	21,030	0.79%
Maintenance	-	63	-	-	-	500	500	0.00%
Total Expenditure	$ 115,100	$ 131,554	$ 122,789	$ 86,737	$ 125,934	$ 105,475	$ 146,780	39.16%
Supported by taxes and aid	$(115,245)	$ (131,974)	$(122,789)	$ (86,737)	$ (125,934)	$ (105,475)	$(146,780)	39.16%

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CITY OF ANOKA, MINNESOTA
2017 BUDGET

GENERAL FUND - UNALLOCATED

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Property Taxes	$4,176,461	$4,038,845	$3,713,891	$3,917,542	$ 6,341,025	$ 6,303,575	$6,647,230	5.45%
Fiscal Disparities	1,252,252	1,421,138	1,584,190	1,411,629	1,350,000	-	-	0.00%
Local Government Aid	901,095	901,095	1,547,473	1,649,886	1,679,055	1,679,055	1,691,045	0.71%
State Aid - PERA Inc	28,509	28,509	28,509	28,509	28,509	28,500	28,500	0.00%
Interest Earnings	30,406	69,840	37,510	46,905	40,000	45,000	45,000	0.00%
Gain or (loss) from Inv	-	(153,051)	104,757	4,323	-	-	-	0.00%
Miscellaneous	17,045	18,555	43,354	95,895	31,000	31,000	31,000	0.00%
Transfers In	385,000	700,000	360,000	365,000	394,000	394,000	400,000	1.52%
Use of Fund Balance	-	-	-	-	-	1,596,040	189,550	-88.12%
Total Revenue	$6,790,768	$7,024,931	$7,419,684	$7,519,689	$ 9,863,589	$10,077,170	$9,032,325	-10.37%
EXPENDITURES								
Employee Services	$ -	$ 6,772	$ -	$ -	$ -	$ -	$ (65,000)	100.00%
Supplies	74	-	578	189	3,864	-	-	0.00%
Professional Services	6,163	2,351	3,040	26,390	44,790	23,000	30,000	30.43%
Maintenance	35,471	39,501	61,593	40,676	48,500	120,000	125,000	4.17%
Capital Expense	-	-	14,207	-	-	-	-	0.00%
Transfer Out	600,000	750,000	1,220,000	94,000	2,024,650	2,024,650	580,000 *	-71.35%
Total Expenditures	$ 641,708	$ 798,624	$1,299,418	$ 161,255	$ 2,121,804	$ 2,167,650	$ 670,000	-69.09%
Supported by taxes and aid	$6,149,060	$6,226,307	$6,120,266	$7,358,434	$ 7,741,785	$ 7,909,520	$8,362,325	5.72%

Debt Service $580,000 *

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

SPECIAL REVENUE FUNDS SUMMARY BUDGET

SOURCES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Taxes	$ 6,337	$ 9,339	$ 8,886	$ 10,090	$ 9,200	$ 9,850	7.07%
Licenses & Permits	28,639	32,243	32,147	31,466	40,800	57,000	39.71%
Fines & Forfeitures	63,983	59,679	58,153	48,127	39,000	39,000	0.00%
Interest Earnings	15,538	29,615	12,679	23,465	34,500	32,900	-4.64%
Gain(loss) fair value of inv	-	(56,521)	39,308	2,188	-	-	0.00%
Charges for Services	114,780	172,115	282,051	352,251	170,600	170,600	0.00%
Miscellaneous	49,327	48,400	46,913	48,256	44,500	44,500	0.00%
Transfers In/Reserves	-	-	-	-	186,985	178,690	-4.44%
Total Revenue and Transfers In	$ 278,604	$ 294,870	$ 480,137	$ 515,843	$ 525,585	$ 532,540	1.32%
USES							
General Government	$ 6,666	$ 14,212	$ 15,592	13,760	$ 13,680	$ 13,705	0.18%
Public Safety	235,691	140,018	119,030	122,872	86,620	123,795	42.92%
Public Works	26,843	105,646	94,342	106,014	100,065	91,475	-8.58%
Parks	64,755	89,541	90,596	94,726	98,190	110,170	12.20%
Capital Outlay	170,345	25,560	12,352	46,115	65,000	85,000	30.77%
Total Expenditures and Transfers Out	$ 504,300	$ 374,977	$ 331,912	$ 383,487	$ 363,555	$ 424,145	16.67%
Net Change in Fund Balance	$ (225,696)	$ (80,107)	$ 148,225	$ 132,356	$ 162,030	$ 108,395	
Fund Balance	$ 1,893,442	$ 1,813,335	$ 1,961,560	$ 2,093,916	$ 2,255,946	$ 2,364,341	4.80%

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

URBAN REDEVELOPMENT FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Interest Earnings	$ 2,803	$ 6,640	$ 5,639	$ 13,553	$ 10,000	$ 14,000	$ 14,000	0.00%
Development Fee	-	-	-	-	-	-	-	0.00%
Service Availability	59,125	68,110	206,255	275,864	120,000	94,600	94,600	0.00%
Total Revenue	$ 61,928	$ 62,010	$ 219,704	$ 288,225	$ 130,000	$ 108,600	$ 108,600	0.00%
EXPENDITURES								
Personel	$ 5	$ 1,015	$ 2,255	$ 48	$ 10	$ 20	$ 10	-50.00%
Professional Charges	-	415	488	70	65	70	10	-85.71%
Rents	-	810	810	810	810	810	810	0.00%
Total Expenditures	$ 5	$ 2,240	$ 3,553	$ 928	$ 885	$ 900	$ 830	-7.78%
Net Change in Fund Balance	$ 61,923	$ 59,770	$ 216,151	$ 287,297	$ 129,115	$ 107,700	$ 107,770	
Fund Balance	$ 359,586	$ 419,356	$ 635,507	$ 922,804	$ 1,051,919	$ 1,030,504	$ 1,138,274	10.46%

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

ROUND UP FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Interest Earnings	$ -	$ 244	$ 123	$ 178	$ 200	$ -	$ -	0.00%
Gain(loss) fair value of inv	-	(77)	52	(94)	120	-	-	0.00%
Other Revenue	49,326	44,175	41,432	39,450	38,500	41,000	41,000	0.00%
Total Revenue	$ 49,326	$ 44,342	$ 41,607	$ 39,534	$ 38,820	$ 41,000	$ 41,000	0.00%
EXPENDITURES								
Contractual Services	$ 43,260	$ 44,409	$ 41,518	$ 38,739	$ 38,000	$ 41,000	$ 41,000	0.00%
Bad Debt Expense	94	104	76	60	27	-	-	0.00%
Total Expenditures	$ 43,354	$ 44,513	$ 41,594	$ 38,799	$ 38,027	$ 41,000	$ 41,000	0.00%
Net Change in Fund Balance	$ 5,972	$ (171)	$ 13	$ 735	$ 793	$ -	$ -	
Fund Balance	$ 5,972	$ 5,801	$ 5,814	$ 6,549	$ 7,342	$ 6,549	$ 6,549	0.00%

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

CEMETERY FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Interment	$ 19,450	$ 38,500	$ 25,599	$ 25,767	$ 25,905	$ 28,000	$ 28,000	0.00%
Marker Permit	5,555	5,675	4,600	5,400	6,125	6,000	6,000	0.00%
Grave Purchase	17,300	37,614	23,048	27,160	24,262	25,000	25,000	0.00%
Perpetual Care	6,650	20,736	15,782	16,873	16,000	17,000	17,000	0.00%
Interest Income	3,527	7,283	2,971	4,806	6,500	6,500	6,500	0.00%
Gain(loss) fair value of inv	-	(14,386)	10,314	1,077	2,996	-	-	0.00%
Contrib and Donations	-	500	-	-	-	-	-	0.00%
Admin Fes	375	320	145	600	330	-	-	0.00%
Transfers In	-	-	-	-	69,666	70,000	-	-100.00%
Use of Fund Balance	-	-	-	-	-	-	52,670	0.00%
Total Revenue	$ 52,857	$ 96,242	$ 82,459	$ 81,683	$ 151,784	$ 152,500	$ 135,170	-11.36%
EXPENDITURES								
Personel	$ 46,500	$ 66,302	$ 69,651	$ 70,449	$ 48,406	$ 67,420	$ 78,865	16.98%
Supplies	1,449	701	1,670	3,210	899	2,700	2,700	0.00%
Professional Charges	3,894	9,410	8,525	5,405	4,232	7,780	7,960	2.31%
Maintenance	12,911	13,128	10,750	15,662	13,148	20,290	20,645	1.75%
Capital	-	-	8,588	32,258	-	-	25,000 *	100.00%
Total Expenditures	$ 64,754	$ 89,541	$ 99,184	$ 126,984	$ 66,685	$ 98,190	$ 135,170	37.66%
Net Change in Fund Balance	$ (11,897)	$ 6,701	$ (16,725)	$ (45,301)	$ 85,099	$ 54,310	$ -	
Fund Balance	$ 451,923	$ 458,624	$ 441,899	$ 396,598	$ 481,697	$ 536,007	$ 483,337	-9.83%

Landscaping per CIP $25,000 *

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

WALKER LEASED PARKING FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Parking Ramp Permits	$ 4,844	$ 4,703	$ 4,632	$ 4,796	$ 6,000	$ 4,800	$ 5,000	4.17%
Interest Income	207	403	94	180	400	400	250	-37.50%
Gain(loss) fair value of inv	-	(711)	580	39	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	-	2,985	3,330	11.56%
Total Revenue	$ 5,051	$ 4,395	$ 5,306	$ 5,015	$ 6,400	$ 8,185	$ 8,580	7.88%
EXPENDITURES								
Personel	$ 1,154	$ 154	$ 74	$ 78	$ 1,319	$ 1,575	$ 1,595	1.27%
Supplies	8	-	-	-	-	150	150	0.00%
Professional Charges	5,509	(1,799)	2,325	3,551	2,514	1,460	1,835	25.68%
Maintenance	1,350	16,992	5,742	12,860	1,000	5,000	5,000	0.00%
Total Expenditures	$ 8,021	$ 15,347	$ 8,141	$ 16,489	$ 4,833	$ 8,185	$ 8,580	4.83%
Net Change in Fund Balance	$ (2,970)	$ (10,952)	$ (2,835)	$ (11,474)	$ 1,567	$ -	$ -	
Fund Balance	$ 27,737	$ 16,785	$ 13,950	$ 2,476	$ 4,043	$ (509)	$ (3,839)	654.10%

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

CITY PARKING FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Parking Ramp Permits	$ 23,795	$ 27,540	$ 27,515	$ 26,670	$ 36,000	$ 36,000	$ 52,000	44.44%
Parking Fees	58,320	49,287	42,214	36,290	33,550	39,000	39,000	0.00%
Interest Income	8,978	15,185	5,591	8,944	12,000	13,500	12,000	-11.11%
Gain(loss) fair value of inv	-	(27,921)	20,215	2,170	5,537	-	-	0.00%
Rent	6,324	1,041	6,767	1,187	-	-	-	0.00%
Transfers In	-	-	-	-	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	-	114,000	122,690	7.62%
Total Revenue	$ 97,417	$ 65,132	$ 102,302	$ 75,261	$ 87,087	$ 202,500	$ 225,690	11.45%
EXPENDITURES								
Personel	$ 111,243	$ 94,648	$ 75,736	$ 69,539	$ 60,909	$ 67,475	$ 80,300	19.01%
Supplies	391	428	743	-	-	750	750	0.00%
Professional Charges	47,264	60,472	56,004	49,180	43,768	47,468	57,445	21.02%
Maintenance	32,749	29,555	29,527	40,423	40,669	30,533	27,195	-10.93%
Capital Improvements	170,345	25,560	3,764	-	8,000	8,000	60,000 *	650.00%
Total Expenditures	$ 361,992	$ 210,663	$ 165,774	$ 159,142	$ 153,346	$ 154,226	$ 225,690	46.34%
Net Change in Fund Balance	$ (264,575)	$ (145,531)	$ (63,472)	$ (83,881)	$ (66,259)	$ 48,274	$ -	
Fund Balance	$ 1,036,932	$ 891,400	$ 827,928	$ 744,047	$ 677,788	$ 678,321	$ 560,506	-17.37%

Piping replacement at Walker Ramp $60,000 *

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

LODGING FUND SUMMARY BUDGET

REVENUE	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Lodging Tax	$ 6,336	$ 9,339	$ 8,887	$ 10,090	$ 7,856	$ 9,200	$ 9,850	7.07%
Interest Income	89	207	88	171	120	100	150	50.00%
Gain(loss) fair value of inv	-	(398)	268	27	103	-	-	0.00%
Contrib and Donations	-	3,405	3,528	3,528	4,460	3,500	3,500	0.00%
Total Revenue	$ 6,425	$ 12,553	$ 12,771	$ 13,816	$ 12,539	$ 12,800	$ 13,500	5.47%
EXPENDITURES								
Personel	$ 120	$ 85	$ 65	$ 59	$ 226	$ 60	$ 150	150.00%
Professional Charges	6,540	11,887	11,975	12,773	11,592	12,720	12,725	0.04%
Total Expenditures	$ 6,660	$ 11,972	$ 12,040	$ 12,832	$ 11,818	$ 12,780	$ 12,875	0.74%
Net Change in Fund Balance	$ (235)	$ 581	$ 731	$ 984	$ 721	$ 20	$ 625	
Fund Balance	$ 11,717	$ 12,298	$ 13,029	$ 14,013	$ 14,734	$ 14,033	$ 14,658	4.45%

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

DEBT SERVICE FUNDS SUMMARY BUDGET

SOURCES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Taxes	$ 405,184	$ 396,313	$ 386,018	$ 387,936	$ 155,900	$ -	-100.00%
Interest Earnings	1,904	4,709	583	2,873	1,950	3,550	82.05%
Gain(loss) fair value of inv		(13,738)	9,518	136	-	-	0.00%
Issuance of bonds	-	-	6,383,638	-	-	-	0.00%
Transfers In/Reserves	440,000	440,000	1,440,000	568,500	754,650	960,000	27.21%
Total Revenue and Transfers In	$ 847,088	$ 827,284	$ 8,219,757	$ 959,445	$ 912,500	$ 963,550	5.59%
USES							
Principal Retirement	470,000	450,000	580,239	7,709,150	540,000	2,105,000	289.81%
Interest and fiscal charges	397,089	389,758	421,218	452,558	325,340	322,435	-0.89%
Total Expenditures	$ 867,089	$ 839,758	$ 1,001,457	$ 8,161,708	$ 865,340	$ 2,427,435	180.52%
Net Change in Fund Balance	$ (20,001)	$ (12,474)	$ 7,218,300	$ (7,202,263)	$ 47,160	$ (1,463,885)	
Fund Balance	$ 455,642	$ 443,168	$ 7,661,468	$ 459,205	$ 506,365	$ (957,520)	-289.10%

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

2002A PUBLIC SAFETY BONDS SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Property Taxes	$ 405,184	$ 396,314	$ 386,018	$ 387,936	$ 159,500	$ 155,900	$ -	-100.00%
Interest Earnings	48	2,124	631	1,384	-	530	1,800	239.62%
Gain(loss) fair value of inv	-	(12,120)	8,416	778	2,925	-	-	0.00%
Transfers In	-	-	-	-	200,000	200,000	400,000	100.00%
Total Revenue	$ 405,232	$ 386,318	$ 395,065	$ 390,098	$ 362,425	$ 356,430	$ 401,800	12.73%
EXPENDITURES								
Matured Bonds	$ 345,000	$ 325,000	$ 320,000	$ 320,000	$ 295,000	$ 295,000	$ 330,000	11.86%
Matured Interest	75,046	72,290	68,988	64,828	59,930	59,930	54,045	-9.82%
Fiscal Agent Charges	-	-	425	450	475	475	475	0.00%
Total Expenditures	$ 420,046	$ 397,290	$ 389,413	$ 385,278	$ 355,405	$ 355,405	$ 384,520	8.19%
Net Change in Fund Balance	$ (14,814)	$ (10,972)	$ 5,652	$ 4,820	$ 7,020	$ 1,025	$ 17,280	
Fund Balance	$ 402,326	$ 391,354	$ 397,006	$ 401,826	$ 408,846	$ 402,851	$ 420,131	4.29%

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

2008A PUBLIC IMPROVEMENT BONDS FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Property Tax	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00%
Interest income				-	7,819	20	150	650.00%
Transfers In	-	-	-	94,000	179,650	179,650	180,000	0.19%
Bond Proceeds	-	-	-	-	1,563,811	-	-	
Total Revenue	$ -	$ -	$ -	$ 94,000	$ 1,751,280	$ 179,670	$ 180,150	0.27%
EXPENDITURES								
Matured Bonds	$ -	$ -	$ 54,150	$ 54,150	$ 100,000	$ 100,000	$ 1,600,000	1500.00%
Matured Interest	-	-	39,056	37,435	62,695	62,695	68,660	9.51%
Matured Inte Fiscal Agent Charges	-	-	257	257	450	450	450	0.00%
Total Expenditures	$ -	$ -	$ 93,463	$ 91,842	$ 163,145	$ 163,145	$ 1,669,110	923.08%
Net Change in Fund Balance	$ -	$ -	$ (93,463)	$ 2,158	$ 1,588,135	$ 16,525	$ (1,488,960)	
Fund Balance	$ -	$ -	$ (93,463)	$ (91,305)	$ 1,496,830	$ (74,780)	$ 7,870	-110.52%

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

2006A TAX INCREMENT BONDS FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Interest Earnings	$ 1,856	$ 2,586	$ (48)	$ 1,488	$ -	$ 1,400	$ 1,600	14.29%
Gain(loss) fair value of inv	-	(1,618)	1,102	(642)	1,158	-	-	0.00%
Transfers In	440,000	440,000	1,440,000	474,500	375,000	375,000	380,000	1.33%
Bond Proceeds	-	-	6,383,638	-	-	-	-	0.00%
Total Revenue	$ 441,856	$ 440,968	$ 7,824,692	$ 475,346	$ 376,158	$ 376,400	$ 381,600	1.38%
EXPENDITURES								
Professional Services	$ -	$ -	$ 81,089	$ -	$ -	$ -	$ -	0.00%
Principal Bond Pmt	125,000	125,000	125,000	7,335,000	145,000	145,000	175,000	20.69%
Matured Interest	322,043	317,043	312,043	349,142	201,290	201,290	198,305	-1.48%
Fiscal Agent Charges	-	425	450	450	500	500	500	0.00%
Total Expenditures	$ 447,043	$ 442,468	$ 518,582	$ 7,684,592	$ 346,790	$ 346,790	$ 373,805	7.79%
Net Change in Fund Balance	$ (5,187)	$ (1,500)	$ 7,306,110	$ (7,209,246)	$ 29,368	$ 29,610	$ 7,795	
Fund Balance	$ 53,314	$ 51,814	$ 7,357,924	$ 148,678	$ 178,046	$ 178,288	$ 186,083	4.37%

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

CAPITAL PROJECTS FUNDS SUMMARY BUDGET

SOURCES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Taxes	$ 2,530,586	$ 2,647,324	$ 2,559,302	$ 2,644,611	$ 407,500	$ 571,600	40.27%
Special assessments	459,562	485,145	406,265	779,143	450,000	765,000	70.00%
Licenses and permits	18,840	3,804	7,645	12,875	-	-	0.00%
Intergovernmental	2,725,803	7,902,936	2,420,418	215,701	879,000	1,105,000	25.71%
Investment Income	34,740	72,575	43,163	19,244	102,075	128,435	25.82%
Gain(loss) fair value of inv	-	(172,810)	136,426	22,953	-	-	0.00%
Miscellaneous	1,516,349	772,146	977,045	1,003,502	223,100	449,230	101.36%
Franchise fees	358,878	362,658	364,815	364,921	365,000	365,000	0.00%
Transfer in	2,839,996	700,000	3,901,000	3,217,053	4,910,000	1,625,000	-66.90%
Bond Proceeds	-	-	-	-	-	-	100.00%
Total Revenue and Transfers In	$ 10,484,754	$ 12,773,778	$ 10,816,079	$ 8,280,003	$ 7,336,675	$ 5,009,265	-31.72%
USES							
General government	$ 82,560	$ 121,939	$ 101,930	$ 107,946	$ 212,500	$ 153,815	-27.62%
Public safety	-	-	-	-	-	-	0.00%
Parks and recreation	2,384	13,033	-	-	-	-	0.00%
Capital outlay	10,873,914	12,875,413	10,009,687	6,192,587	8,308,195	7,956,925	-4.23%
Interest and fiscal charges	122,413	102,896	86,220	174,774	131,210	309,658	136.00%
Transfers out	990,000	840,000	2,246,000	1,248,553	1,986,500	909,000	-54.24%
Total Expenditures	$ 12,071,271	$ 13,953,281	$ 12,452,370	$ 7,723,860	$ 10,638,405	$ 9,329,398	-12.30%
Net Change in Fund Balance	$ (1,586,517)	$ (1,179,503)	$ (1,636,291)	$ 556,143	$ (3,301,730)	$ (4,320,133)	
Prior period adjustment	$ -	$ 4,709,369	$ 647,091	$ -	$ -	$ -	
Fund Balance	$ 2,503,777	$ 6,033,643	$ 5,044,443	$ 5,600,586	$ 2,298,856	$ (2,021,277)	-187.93%

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

BUILDING IMPROVEMENT CAPITAL FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Sale of Fixed Asset	$ -	$ -	$ 365,539	$ (601,896)	$ -	$ -	$ -	0.00%
Interest Income	2,979	4,596	378	(2,968)	-	250	500	100.00%
Gain(loss) fair value of inv	-	(8,571)	8,491	(89)	169	-	-	0.00%
Miscellaneous	-	-	-	-	-	-	-	0.00%
Transfers In	129,996	-	125,000	125,000	500,000	500,000	425,000	-15.00%
Total Revenue	$ 132,975	$ (3,975)	$ 499,408	$ (479,953)	$ 500,169	$ 500,250	$ 425,500	-14.94%
EXPENDITURES								
Personal services	$ 278	$ 1,400	$ 1,856	$ 7,390	$ 4,940	$ 4,940	$ 5,070	2.63%
Professional services	15	39,940	81,040	8,371	5,000	130	260	100.00%
Capital Expense	34,948	5,650	159,683	180,167	320,000	430,000	305,000 *	-29.07%
Transfers Out	-	-	666,000	-	-	-	-	0.00%
Total Expenditures	$ 35,241	$ 46,990	$ 908,579	$ 195,928	$ 329,940	$ 435,070	$ 310,330	-28.67%
Net Change in Fund Balance	$ 97,734	$ (50,965)	$ (409,171)	$ (675,881)	$ 170,229	$ 65,180	$ 115,170	
Fund Balance	$ 724,624	$ 673,659	$ 264,488	$ (411,393)	$ (241,164)	$ (346,213)	$ (125,994)	-63.61%

City Hall exterior reseal $40,000 *

Event Center main floor bathroom remodel $200,000

Event Center main floor carpet replacement $65,000

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

STATE AID CONSTRUCTION CAPITAL FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
MSA Construction	$ -	$ -	$ 1,142,000	$ -	$ -	$ -	$ -	0.00%
Interest Income	2,209	4,492	2,686	7,159	4,500	4,500	4,500	0.00%
Gain(loss) fair value of inv	-	(8,746)	2,715	4,313	1,719	-	-	0.00%
Total Revenue	$ 2,209	$ (4,254)	$ 1,147,401	$ 11,472	$ 6,219	$ 4,500	$ 4,500	0.00%
EXPENDITURES								
Professional services	$ -	$ -	$ 75,161	$ -	$ -	$ -	$ -	0.00%
Capital Expense	-	1,094	700,889	65,039	-	-	-	0.00%
Transfers Out	-	-	-	364,053	-	-	-	0.00%
Total Expenditures	$ -	$ 1,094	$ 776,050	$ 429,092	$ -	$ -	$ -	0.00%
Net Change in Fund Balance	$ 2,209	$ (5,348)	$ 371,351	$ (417,620)	$ 6,219	$ 4,500	$ 4,500	
Prior period adjustment	-	4,709,369	-	-	-	-	-	
Fund balance	($1,898,345)	$2,805,676	$3,177,027	$2,759,407	$2,765,626	$2,763,907	$2,770,126	0.23%

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

STREET RENEWAL CAPITAL FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Franchise Fee	$ 358,878	$ 362,658	$ 364,814	$ 364,921	$ 365,000	$ 365,000	$ 365,000	0.00%
State Aid Intergovernmental	2,711,694	-	5,572	-	-	-	395,000	100.00%
Special Assessments	449,872	481,736	404,445	779,143	493,000	450,000	765,000	70.00%
Interest Income	3,131	(92)	16,025	4,014	1,100	1,100	15,000	1263.64%
Gain(loss) fair value of inv	-	(8,972)	8,846	(2,506)	2,632	-	-	0.00%
Misc/Sale of Property	131,360	7,600	430,553	726,379	-	-	-	100.00%
Transfers In	1,700,000	440,000	2,266,000	2,532,053	2,125,000	2,125,000	600,000	-71.76%
Total Revenue	$ 5,354,935	$ 1,282,930	$ 3,496,255	$ 4,404,004	$ 2,986,732	$ 2,941,100	$ 2,140,000	-27.24%
EXPENDITURES								
Personal services	$ 46,611	$ 57,215	$ 53,826	$ 72,460	$ 72,570	$ 72,570	$ 64,890	-10.58%
Professional services	1,108,312	444,761	667,579	657,676	504,490	3,890	1,080	-72.24%
Maintenance	17,329	6,086	-	-	-	60,000	-	-100.00%
Capital Expense	7,510,932	2,054,966	4,605,702	3,300,822	2,783,075	2,783,075	5,891,500 *	111.69%
Fixed Asset Transfer	(1,228,755)	(632,047)	(856,917)	(695,888)	(1,079,880)	(1,079,880)	(2,650,575)	145.45%
Total Expenditures	$ 7,454,429	$ 1,930,981	$ 4,470,190	$ 3,335,070	$ 2,280,255	$ 1,839,655	$ 3,306,895	79.76%
Net Change in Fund Balance	$ (2,099,494)	$ (648,051)	$ (973,935)	$ 1,068,934	$ 706,477	$ 1,101,445	$ (1,166,895)	
Fund Balance	$ 830,861	$ 182,810	$ (791,125)	$ 277,809	$ 984,286	$ 1,379,254	$ (182,609)	-113.24%

CSAH/9th Ave $591,000 *

Main Street bridge $56,500

2017 SRP Adams, Brisbin, Washington & 10th $1,771,000

Christian Hill $3,473,000

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

PARK DEDICATION CAPITAL FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Grants	$ -	$ 110,645	$ 336,928	$ -	$ -	$ -	$ -	100.00%
Interest Income	2,985	2,484	1,878	1,534	1,000	2,200	2,300	4.55%
Gain(loss) fair value of inv	-	(788)	(1,308)	1,507	588	-	-	0.00%
Donations	-	107,140	185,619	178,010	50,000	195,800	63,230	-67.71%
Prior Period Adjustment	-	-	374,802	-	-	-	-	0.00%
Transfer In	-	-	520,000	-	15,000	-	40,000	100.00%
Total Revenue	$ 2,985	$ 219,481	$ 1,417,919	$ 181,051	$ 66,588	$ 198,000	$ 105,530	-46.70%
EXPENDITURES								
Personal services	$ -	$ 1,625	$ 7,173	$ 4,786	$ 1,980	$ 1,980	$ 710	-64.14%
Supplies	-	-	11,756	-	-	-	-	0.00%
Professional services	-	233,359	87,654	1,121	10,000	10,155	40	-99.61%
Maintenance	-	-	7,014	-	-	-	-	0.00%
Capital Expense	239,650	695,086	608,502	227,212	50,000	50,000	150,000 *	200.00%
Total Expenditures	$ 239,650	$ 930,070	$ 722,099	$ 233,119	$ 61,980	$ 62,135	$ 150,750	142.62%
Net Change in Fund Balance	$ (236,665)	$ (710,589)	$ 695,820	$ (52,068)	$ 4,608	$ 135,865	$ (45,220)	
Fund Balance	$ 146,463	$ (564,126)	$ 131,694	$ 79,626	$ 136,302	$ 215,491	$ 91,082	-57.73%

Anoka Station park and green spaces $150,000 *

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

PARK CAPITAL FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Grants	$ -	$ 17,405	$ 451,044	$ 215,701	$ 169,000	$ 169,000	$ -	-100.00%
Sale of Fixed Asset	1,407,517	-	-	300,000	-	-	-	-
Interest Income	5,783	2,673	2,478	(5,867)	1,000	1,000	8,000	700.00%
Gain(loss) fair value of inv	-	(9,376)	9,303	(1,073)	1,145	-	-	0.00%
Donations	5,002	-	-	-	-	-	-	0.00%
Miscellaneous	-	224,523	-	-	-	-	-	0.00%
Transfers In	460,000	300,000	850,000	150,000	510,000	525,000	40,000	-92.38%
Total Revenue	$ 1,878,302	$ 535,225	$ 1,312,825	$ 658,761	$ 681,145	$ 695,000	$ 48,000	-93.09%
EXPENDITURES								
Personal services	$ 3,827	$ 8,825	$ 8,807	$ 10,452	$ 1,155	$ 1,155	$ 6,430	456.71%
Professional services	499,231	280,099	151,858	90,688	45,000	825	330	-60.00%
Maintenance	-	11,677	-	-	-	-	-	0.00%
Capital Expense	1,880,390	86,768	1,291,546	419,730	310,000	485,000	130,000 *	-73.20%
Total Expenditures	$ 2,383,448	$ 387,369	$ 1,452,211	$ 520,870	$ 356,155	$ 486,980	$ 136,760	-71.92%
Net Change in Fund Balance	$ (505,146)	$ 147,856	$ (139,387)	$ 137,891	$ 324,990	$ 208,020	$ (88,760)	
Fund Balance	$ (17,986)	$ 129,870	$ (9,517)	$ 128,374	$ 453,364	$ 336,394	$ 364,604	8.39%

Canoe rest $15,000 *

Trail system repairs $40,000

Enloe playground equipment $75,000

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

AQUATIC CENTER CAPITAL FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Interest Earnings	$ 2,054	$ 3,235	$ 730	$ 1,181	$ 816	$ 1,200	$ 1,200	0.00%
Gain(loss) fair value of inv	-	(5,151)	4,086	322	743	-	-	0.00%
Miscellaneous	999	-	-	-	-	-	-	0.00%
Rental Income	-	-	-	-	-	-	-	0.00%
Total Revenue	$ 3,053	$ (1,916)	$ 4,816	$ 1,503	$ 1,559	$ 1,200	$ 1,200	0.00%
EXPENDITURES								
Personal services	$ 1,137	$ 1,305	$ 1,186	$ 594	$ 945	$ 945	$ 945	0.00%
Supplies	-	-	-	-	829	-	-	0.00%
Professional services	70	105	105	-	-	125	125	0.00%
Capital Expense	66,101	99,680	34,890	25,648	24,422	60,000	60,000 *	0.00%
Transfer Out					-	9,000	9,000	0.00%
TOTAL	$ 67,308	$ 101,090	$ 36,181	$ 26,242	$ 26,196	$ 70,070	$ 70,070	0.00%
Net Change in Fund Balance	$ (64,255)	$ (103,006)	$ (31,365)	$ (24,739)	$ (24,637)	$ (68,870)	$ (68,870)	
Fund Balance	$ 249,442	$ 146,436	$ 115,071	$ 90,332	$ 65,695	$ 21,462	$ (3,175)	-114.79%

Replace tile on pool walls and decking $40,000 *
Diamond Brite $20,000

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

TIF COMMUTER RAIL TRANSIT VILLAGE FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Property Taxes	$ -	$ -	$ 51,009	$ 61,458	$ 100,000	$ 87,500	$ 202,000	130.86%
Intergovernmental Grants	-	5,599,887	84,873	-	-	-	-	0.00%
Miscellaneous	8,391	2,175,000	400,000	286,943	-	-	-	0.00%
Interest Earnings	12	(8)	-	-	-	500	250	-50.00%
Total Revenue	$ 8,403	$ 7,774,879	$ 535,882	$ 348,401	$ 100,000	$ 88,000	$ 202,250	129.83%
EXPENDITURES								
Personal services	$ -	$ 100	$ 11,588	$ 655	$ 11,035	$ 11,035	$ 11,830	7.20%
Professional services	22,558	348,387	71,459	88,264	10,650	4,030	4,660	15.63%
Contractual services	-	52,523	-	544	1,600	-	-	0.00%
Capital Expense	-	7,605,470	1,645,995	1,057,227	100,000	1,000,000	800,000 *	-20.00%
Fixed Asset Transfer	-	-	-	-	-	-	-	0.00%
Interest Expense	-	-	-	52,238	105,176	104,260	140,850	35.09%
Transfer out	-	-	-	-	1,000,000	1,300,000	-	-100.00%
Total Expenditures	$ 22,558	$ 8,006,480	$ 1,729,042	$ 1,198,928	$ 1,228,461	$ 2,419,325	$ 957,340	-60.43%
Net Change in Fund Balance	$ (14,155)	$ (231,601)	$ (1,193,160)	$ (850,527)	$ (1,128,461)	$ (2,331,325)	$ (755,090)	
Prior Period Adjustment	-	-	272,289	-	-	-	-	
Fund Balance	$ (14,155)	$ (245,756)	$ (1,166,627)	$ (2,017,154)	$ (3,145,615)	$ (4,348,479)	$ (3,900,705)	-10.30%

Land aquisitions and property clean up *

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

TIF GREENS OF ANOKA FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Property Taxes	$ -	$ -	$ -	$ 202,206	$ 214,000	$ 207,000	$ 220,000	6.28%
Intergovernmental Grants	-	-	-	-	-	710,000	710,000	0.00%
Interest Earnings	-	-	-	-	375	4,200	1,500	-64.29%
Bond Proceeds	-	-	-	-	-	-	-	100.00%
Total Revenue	$ -	$ -	$ -	$ 202,206	$ 214,375	$ 921,200	$ 931,500	1.12%
EXPENDITURES								
Personal services	$ -	$ -	$ 2,509	$ 4,067	$ 7,895	$ 7,895	$ 20,385	158.20%
Professional services	1,128	170,811	26,487	3,579	10,000	2,200	3,720	69.09%
Capital Expense	-	611,355	-	422,230	200,000	2,550,000	2,971,000 *	16.51%
Interest Expense	-	-	-	57,050	63,131	26,600	100,013	275.99%
Transfers Out	-	-	-	-	750,000	-	250,000	100.00%
Total Expenditures	$ 1,128	$ 782,166	$ 28,996	$ 486,926	$ 1,031,026	$ 2,586,695	$ 3,345,118	29.32%
Net Change in Fund Balance	$ (1,128)	$ (782,166)	$ (28,996)	$ (284,720)	$ (816,651)	$ (1,665,495)	$ (2,413,618)	
Fund Balance	$ (1,128)	$ (783,294)	$ (812,290)	$ (1,097,010)	$ (1,913,661)	$ (2,762,505)	$ (4,327,279)	56.64%

Euclid & Fairoak $680,000 *

Greenhaven parkway $2,291,000

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

TIF ENTERPRISE PARK FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Property Taxes	$ 2,420,193	$ 2,550,993	$ 2,434,201	$ 2,276,602	$ -	$ -	$ -	0
Interest Earnings	12,103	49,677	18,765	12,773	108,135	82,550	90,710	9.88%
Gain(loss) fair value of inv	-	(119,759)	94,126	130,513	5,261	-	-	0.00%
Rental Income	-	-	4,800	16,800	31,800	27,300	36,000	31.87%
Sale of Fixed Asset	-	-	-	-	-	-	350,000	100.00%
Total Revenue	$ 2,432,296	$ 2,480,911	$ 2,551,892	$ 2,436,688	$ 145,196	$ 109,850	$ 476,710	333.96%
EXPENDITURES								
Personal services	$ 11,913	$ 10,430	$ 14,112	$ 1,194	$ 8,720	$ 8,720	$ 4,805	-44.90%
Professional services	712,599	58,719	384	31,164	58,000	7,670	7,250	-5.48%
Maintenance	-	43,501	38,910	2,283	10,000	-	-	0.00%
Contractual Expense	-	-	53	-	-	-	-	0.00%
Capital Expense	-	619,885	604,464	302,203	400,000	400,000	-	-100.00%
Interest Expense	122,413	102,896	86,220	65,486	-	-	28,795	0.00%
Transfers Out	550,000	400,000	1,140,000	410,000	310,000	260,000	270,000	3.85%
Total Expenditures	$ 1,396,925	$ 1,235,431	$ 1,884,143	$ 812,330	$ 786,720	$ 676,390	$ 310,850	-54.04%
Net Change in Fund Balance	$ 1,035,371	$ 1,245,480	$ 667,749	$ 1,624,358	$ (641,524)	$ (566,540)	$ 165,860	
Fund Balance	$ 1,869,974	$ 3,115,454	$ 3,783,203	$ 5,407,561	$ 4,766,037	$ 4,841,021	$ 4,931,897	1.88%

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

TIF HISTORIC RUM RIVER DISTRICT FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Property Taxes	$ 98,905	$ 91,416	$ 68,151	$ 87,658	$ 110,000	$ 96,000	$ 125,600	30.83%
Interest Earnings	2,507	4,026	(223)	626	3,000	4,500	3,825	-15.00%
Gain(loss) fair value of inv	-	(9,368)	8,722	(16)	661	-	-	0.00%
Transfers In	550,000	400,000	140,000	410,000	260,000	260,000	270,000	3.85%
Total Revenue	$ 651,412	$ 486,074	$ 216,650	$ 498,268	$ 373,661	$ 360,500	$ 399,425	10.80%
EXPENDITURES								
Personal services	$ 4,388	$ -	$ 3,062	$ 2,178	$ 4,530	$ 4,530	$ 4,160	-8.17%
Professional services	4,404	2,601	1,647	4,929	5,220	5,620	5,410	-3.74%
Transfers Out	440,000	440,000	440,000	474,500	347,500	347,500	380,000	9.35%
Total Expenditures	$ 448,792	$ 442,601	$ 444,709	$ 481,607	$ 357,250	$ 357,650	$ 389,570	8.92%
Net Change in Fund Balance	$ 202,620	$ 43,473	$ (228,059)	$ 16,661	$ 16,411	$ 2,850	$ 9,855	
Fund Balance	$ 488,673	$ 532,146	$ 304,087	$ 320,748	$ 337,159	$ 323,598	$ 347,014	7.24%

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

TIF SOUTH FERRY DISTRICT FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Property Taxes	$ 3,098	$ 4,915	$ 5,941	$ 16,687	$ 23,300	$ 17,000	$ 24,000	41.18%
Interest Earnings	53	(17)	-	-	250	75	650	766.67%
Rental Income	-	-	-	-	4,740	-	-	0.00%
Transfers In	-	-	-	-	1,750,000	1,500,000	250,000	-83.33%
Total Revenue	$ 3,151	$ 4,898	$ 5,941	$ 16,687	$ 1,778,290	$ 1,517,075	$ 274,650	-81.90%
EXPENDITURES								
Personal services	$ 14	$ 40	$ 39	$ 180	$ 75	$ 75	$ 9,255	12240.00%
Professional services	7,668	35,887	131	2,715	20,400	4,010	2,460	-38.65%
Capital Expense	-	608	-	-	2,950,000	1,630,000	300,000 *	-81.60%
Interest Expense	-	-	-	853	20,715	350	40,000	11328.57%
Total Expend	$ 7,682	$ 36,535	$ 170	$ 3,748	$ 2,991,190	$ 1,634,435	$ 351,715	-78.48%
Net Change in Fund Balance	$ (4,531)	$ (31,637)	$ 5,771	$ 12,939	$ (1,212,900)	$ (117,360)	$ (77,065)	
Fund Balance	$ 5,834	$ (25,803)	$ (20,032)	$ (7,093)	$ (1,219,993)	$ (124,453)	$ (1,297,058)	942.21%

Demo of buildings *

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

ENTERPRISE FUNDS SUMMARY BUDGET

SOURCES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Operating Revenues	$ 34,087,306	$ 35,271,728	$ 36,904,398	$ 37,648,884	$ 38,722,550	$ 38,740,550	0.05%
Investment Income	257,696	378,030	181,860	260,041	368,200	478,000	29.82%
Gain(loss) fair value of inv	-	(539,707)	406,772	8,520	-	-	0.00%
Miscellaneous	388,840	439,424	674,952	617,312	255,250	690,400	170.48%
Transfer in	85,000	1,250,000	-	-	-	-	100.00%
Total Revenue	$ 34,818,842	$ 36,799,475	$ 38,167,982	$ 38,534,757	$ 39,346,000	$ 39,908,950	1.43%
USES							
Personal services	$ 2,874,475	$ 2,883,516	$ 2,977,363	$ 3,202,620	$ 3,199,910	$3,432,515	7.27%
Supplies	507,666	703,979	731,886	682,658	977,300	1,285,300	31.52%
Professional services	1,677,611	1,771,223	1,773,228	1,851,914	1,852,550	1,959,255	5.76%
Contractual services	1,967,309	2,040,738	2,034,473	1,979,732	2,085,590	2,264,580	8.58%
Purchased power	18,238,698	19,622,946	19,814,739	19,903,451	21,000,000	20,750,000	-1.19%
Cost of sales	3,135,518	3,221,142	3,332,975	3,219,985	3,289,200	3,288,200	-0.03%
Franchise fee	920,609	960,276	946,125	960,113	950,000	950,000	0.00%
Interest expense	104,135	95,994	34,081	31,615	12,950	45,100	248.26%
Depreciation	2,246,665	2,209,311	2,240,967	2,323,145	2,375,500	2,465,000	3.77%
Transfers out	2,159,996	1,400,000	2,285,000	2,808,000	2,415,000	1,500,000	-37.89%
Contributed capital	-	949,670	-	(731,000)	-	-	0.00%
Total Expenditures	$ 33,832,682	$ 35,858,795	$ 36,170,837	$ 36,232,233	$ 38,158,000	$ 37,939,950	-0.57%
Net Change in Fund Balance	$ 986,160	$ 940,680	$ 1,997,145	$ 2,302,524	$ 1,188,000	$ 1,969,000	
Prior Period Adjustment	$ -	$ -	$ -	$ (2,254,269)	$ -	$ -	
Fund Balances	$ 55,899,240	$ 56,839,920	$ 58,837,065	$ 58,885,320	$ 60,073,320	$ 62,042,320	3.28%

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ELECTRIC FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Small Commercial Sales	$1,760,942	$1,777,654	$1,859,630	$1,910,197	$ 1,900,000	$1,900,000	$1,970,000	3.68%
Residential Sales	8,538,733	8,775,018	9,063,315	9,234,504	9,200,000	9,100,000	9,350,000	2.75%
Industrial Sales	7,689,568	8,034,262	8,457,725	8,840,886	8,800,000	9,200,000	9,000,000	-2.17%
Large Commercial Sales	6,230,455	6,924,810	7,144,301	7,675,141	7,700,000	8,100,000	7,900,000	-2.47%
Security Lights	84,382	87,017	89,396	86,867	87,000	89,000	89,000	0.00%
Other Charges	204,965	153,525	857,784	149,989	177,000	200,000	210,000	5.00%
Late Charges	93,939	95,757	95,361	99,221	99,000	92,000	96,000	4.35%
Interest Earnings	226,336	(100,511)	468,412	199,488	197,250	297,250	400,000	34.57%
Miscellaneous	51,106	126,262	138,057	138,884	125,000	120,000	140,000	16.67%
Total Revenue	$24,880,426	$25,873,794	$28,173,981	$28,335,177	$ 28,285,250	$29,098,250	$ 29,155,000	0.20%
EXPENDITURES								
Employee Services	$1,155,340	$1,094,146	$1,162,285	$1,222,866	$ 1,308,820	$1,285,740	$1,488,050	15.73%
Supplies	245,979	375,165	410,310	398,024	489,406	580,100	879,600	51.63%
Purchased Power	18,238,698	19,622,946	19,814,739	19,903,451	20,136,000	21,000,000	20,750,000	-1.19%
Professional Services	923,952	992,622	981,599	1,081,267	1,043,800	1,006,860	1,091,515	8.41%
Maintenance	159,656	148,055	245,433	151,421	67,332	194,300	185,800	-4.37%
Plant	2,146,164	2,261,227	4,905,016	1,329,616	2,464,600	2,464,600	2,622,700	6.41%
Plant Credit	(2,146,164)	(2,261,227)	(4,905,016)	(1,329,616)	(2,464,600)	(2,464,600)	(2,622,700)	6.41%
Franchise Fees	920,609	960,276	946,125	960,113	960,000	950,000	950,000	0.00%
Depreciation	1,217,800	1,340,045	1,196,838	1,389,818	1,300,000	1,300,000	1,450,000	11.54%
Transfers Out	1,964,996	1,100,000	1,985,000	2,658,000	2,385,000	2,385,000	1,425,000	-40.25%
Total Expenditures	$24,827,030	$25,633,255	$26,742,329	$27,764,960	$ 27,690,358	$28,702,000	$ 28,219,965	-1.68%
Net Change in Fund Balance	$53,396	$240,539	$1,431,652	$570,217	$ 594,892	$396,250	$ 935,035	135.97%
Prior Period Adjustment	$ -	$ -	$ -	($1,184,060)	$ -	$ -	$ -	
Fund Balance	$36,233,295	$36,473,834	$37,905,486	$37,291,643	$37,886,535	$37,687,893	$38,821,570	3.01%
Unrestricted Fund Balance	$17,573,579	$16,867,679	$14,582,321	$14,025,435	$14,025,435	$14,025,435	$14,025,435	0.00%

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CITY OF ANOKA, MINNESOTA
2017 BUDGET

WATER FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Commercial Sales	$ 382,187	$ 489,271	$ 518,528	$ 558,155	$ 550,000	$ 615,000	$ 615,000	0.00%
Residential Sales	1,140,803	929,156	806,258	874,248	900,000	950,000	950,000	0.00%
Industrial Sales	140,873	154,572	135,551	145,428	140,000	155,000	155,000	0.00%
Other Sales/Charges	34,788	4,589	3,110	1,951	1,000	1,000	1,000	0.00%
Water Availability Charge	56,000	48,000	166,000	224,000	100,000	120,000	120,000	0.00%
Lease Income	140,212	131,458	103,947	98,502	104,000	135,000	135,000	0.00%
Late Charges	8,062	7,854	7,434	7,497	7,500	8,000	8,000	0.00%
Interest Earnings	14,095	(26,118)	43,658	24,428	31,995	25,000	25,000	0.00%
Miscellaneous	19,494	28,993	22,300	19,419	14,500	15,250	17,500	14.75%
Total Revenue	$ 1,936,514	$ 1,767,775	$ 1,806,786	$ 1,953,628	$ 1,848,995	$ 2,024,250	$ 2,026,500	0.11%
EXPENDITURES								
Employee Services	$ 374,659	$ 399,051	$ 415,644	$ 427,005	$ 397,226	$ 420,810	$ 428,965	1.94%
Supplies	104,813	154,556	149,317	117,686	96,498	181,000	181,000	0.00%
Professional Services	279,969	289,848	325,617	302,252	230,571	344,790	340,975	-1.11%
Maintenance	88,082	123,946	56,795	43,363	41,729	100,000	100,000	0.00%
Capital Expense	711,562	597,794	509,825	929,014	1,412,130	1,412,130	1,328,025 *	-5.96%
Fixed Asset Credit	(711,562)	(597,794)	(509,825)	(929,014)	(1,412,130)	(1,412,130)	(1,328,025)	-5.96%
Interest Expense	27,811	23,821	19,329	14,088	12,950	12,950	3,875	-70.08%
Depreciation	416,474	439,217	478,293	475,261	500,000	500,000	500,000	0.00%
Transfer	-	-	-	-	-	-	40,000	100.00%
Total Expenditures	$ 1,291,808	$ 1,430,439	$ 1,444,995	$ 1,379,655	$ 1,278,974	$ 1,559,550	$ 1,594,815	2.26%
Net Change in Fund Balance	$ 644,706	$ 337,336	$ 361,791	$ 573,973	$ 570,021	$ 464,700	$ 431,685	-7.10%
Prior Period Adjustment	$ -	$ -	$ -	$ (219,822)	$ -	$ -	$ -	
Fund Balance	$ 8,944,995	$ 9,282,331	$ 9,644,122	$ 9,998,273	$ 10,568,294	$ 10,462,973	$ 10,999,979	5.13%
Unrestricted Fund Balance	$ 1,530,300	$ 1,504,391	$ 1,625,079	$ 1,298,289	$ 1,298,289	$ 1,298,289	$ 1,298,289	$ -

Two street renewal projects and CSAH/9th Ave $1,202,025 *
7th Ave watermain line $61,000
Future well site selection $30,000

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

SEWER FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Commercial Sales	$ 302,497	$ 550,906	$ 669,509	$ 662,177	660,000	$ 660,000	$ 710,000	7.58%
Residential Sales	1,275,196	961,070	875,003	922,517	950,000	935,000	990,000	5.88%
Industrial Sales	450,757	535,823	499,350	498,793	500,000	510,000	536,000	5.10%
Other Sales	304	915	5,750	5,817	1,000	-	-	0.00%
Sewer Availability Charge	40,820	28,629	91,300	123,200	60,000	66,000	66,000	0.00%
Late Charges	8,744	8,786	8,518	8,531	8,500	8,800	8,800	0.00%
Interest Earnings	15,586	(6,325)	21,812	16,792	19,573	20,000	15,000	-25.00%
Total Revenue	$ 2,093,904	$ 2,079,804	$ 2,171,242	$ 2,237,827	$ 2,199,073	$ 2,199,800	$ 2,325,800	5.73%
EXPENDITURES								
Employee Services	$ 318,301	$ 341,572	$ 360,581	$ 374,514	$ 308,541	$ 357,040	$ 363,460	1.80%
Supplies	32,052	31,121	26,653	22,409	9,167	51,200	51,200	0.00%
Professional Services	103,340	90,656	81,856	87,350	70,417	98,645	100,975	2.36%
Maintenance	27,300	25,481	26,805	59,004	13,271	55,500	55,500	0.00%
Disposal Charges	1,154,982	1,254,982	1,270,580	1,246,041	1,270,000	1,270,000	1,444,560	13.74%
Capital Expense	756,690	283,943	87,083	537,523	868,830	868,830	931,345 *	7.20%
Fixed Asset Credit	(756,690)	(283,943)	(87,083)	(537,523)	(868,830)	(868,830)	(931,345)	7.20%
Depreciation	206,521	223,773	348,196	231,565	350,000	350,000	250,000	-28.57%
Total Expenditures	$ 1,842,496	$ 1,967,585	$ 2,114,671	$ 2,020,883	$ 2,021,396	$ 2,182,385	$ 2,265,695	3.82%
Net Change in Fund Balance	$ 251,408	$ 112,219	$ 56,571	$ 216,944	$ 177,677	$ 17,415	$ 60,105	245.13%
Prior Period Adjustment	$ -	$ -	$ -	$ (179,098)	$ -	$ -	$ -	
Fund Balance	$ 5,313,504	$ 5,425,723	$ 5,482,294	$ 5,520,140	$ 5,697,817	$ 5,537,555	$ 5,757,922	3.98%
Unrestricted Fund Balance	$ 90,577	$ 957,926	$ 1,275,548	$ 1,007,436	$ 1,007,436	$ 1,007,436	$ 1,007,436	0

Two street rewneal projects $906,345 *

Air compressor $25,000

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CITY OF ANOKA, MINNESOTA
2017 BUDGET

STORM SEWER FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Comm/Ind Sales	$ 278,167	$ 312,780	$ 312,354	$ 311,745	$ 312,000	$ 350,000	$ 335,000	-4.29%
Residential Sales	141,354	156,837	157,619	158,863	159,000	176,000	170,000	-3.41%
Late Charges	1,433	1,634	1,705	1,675	1,700	1,750	1,750	0.00%
Interest Earnings	(331)	(3,856)	4,853	5,003	4,105	-	16,000	100.00%
Total Revenue	$ 420,623	$ 467,395	$ 476,531	$ 477,286	$ 476,805	$ 527,750	$ 522,750	-0.95%
EXPENDITURES								
Employee Services	$ 46,000	$ 46,848	$ 43,870	$ 46,412	$ 43,221	$ 42,410	$ 43,080	1.58%
Supplies	-	163	-	209	-	1,500	1,500	0.00%
Professional Services	8,570	48,110	38,036	22,690	38,640	24,330	43,635	79.35%
Maintenance	62,164	48,474	31,380	65,917	34,894	85,200	85,200	0.00%
Infrastructure Program	235,000	240,000	392,168	727,363	600,000	600,000	1,180,090 *	96.68%
Fixed Asset Credit	(235,000)	(240,000)	(392,168)	(727,363)	(600,000)	(600,000)	(1,180,090)	96.68%
Depreciation	50,152	54,852	72,417	74,745	75,000	75,000	85,000	13.33%
Interest	-	-	-	-	-	-	41,225	100.00%
Total Expenditures	$ 166,886	$ 198,447	$ 185,703	$ 209,973	$ 191,755	$ 228,440	$ 299,640	31.17%
Net Change in Fund Balance	$ 253,737	$ 268,948	$ 290,828	$ 267,313	$ 285,050	$ 299,310	$ 223,110	
Prior Period Adjustment	$ -	$ -	$ -	$ (15,326)	$ -	$ -	$ -	
Fund Balance	$ 2,167,562	$ 2,436,510	$ 2,727,338	$ 2,979,325	$ 3,264,375	$ 3,278,635	$ 3,501,745	6.80%
Unrestricted Fund Balance	$ 126,582	$ 210,382	$ 181,460	$ (219,171)	$ (219,171)	$ (219,171)	$ (219,171)	0.00%

Two street renewal projects $885,090 *
River outfall $95,000
Goodrich field $150,000
SE trunk storm $50,000

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LIQUOR FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Liquor Sales	$ 1,312,051	$ 1,336,928	$ 1,378,761	$ 1,379,403	$ 1,315,497	$ 1,360,000	$ 1,360,000	0.00%
Beer Sales	1,850,084	1,881,776	1,927,659	1,923,901	1,674,500	1,960,000	1,960,000	0.00%
Wine Sales	618,477	660,694	669,896	651,611	606,546	640,000	640,000	0.00%
Other Sales	190,220	188,150	203,146	219,126	202,041	195,000	195,000	0.00%
Misc Income	4,000	8,500	4,476	3,530	4,800	3,000	3,000	0.00%
Rent Income	540	540	624	624	594	-	-	0.00%
Interest Earnings	7,334	(19,927)	32,716	14,165	20,532	16,000	16,000	0.00%
Total Revenue	$ 3,982,706	$ 4,056,661	$ 4,217,278	$ 4,192,360	$ 3,824,510	$ 4,174,000	$ 4,174,000	0.00%
EXPENDITURES								
Employee Services	$ 460,132	$ 470,229	$ 486,491	$ 546,107	$ 519,251	$ 532,165	$ 535,510	0.63%
Supplies	14,442	12,140	14,208	15,196	38,383	23,950	25,950	8.35%
Professional Services	171,104	179,546	210,579	213,399	181,428	238,525	239,990	0.61%
Maintenance	5,967	7,893	8,661	9,146	19,862	17,920	17,750	-0.95%
Cost of Sales	3,059,281	3,145,574	3,253,385	3,157,252	2,793,111	3,217,800	3,216,800	-0.03%
Store Equipment	-	-	59,687	38,727	275,000	275,000	100,000 *	-63.64%
Fixed Asset Credit	-	-	(59,687)	(38,727)	(275,000)	(275,000)	(100,000)	-63.64%
Transfer Out	195,000	300,000	300,000	150,000	30,000	30,000	35,000	16.67%
Depreciation	47,291	42,263	43,448	44,511	45,500	45,500	45,000	-1.10%
Total Expenditures	$ 3,953,217	$ 4,157,645	$ 4,316,772	$ 4,135,611	$ 3,627,535	$ 4,105,860	$ 4,116,000	0.25%
Net Change in Fund Balance	$ 29,489	$ (100,984)	$ (99,494)	$ 56,749	$ 196,975	$ 68,140	$ 58,000	
Prior Period Adjustment	$ -	$ -	$ -	$ (364,327)	$ -	$ -	$ -	
Fund Balance	$ 1,907,152	$ 1,806,168	$ 1,706,674	$ 1,399,096	$ 1,596,071	$ 1,467,236	$ 1,525,236	3.95%
Unrestriced Fund Balance	$ 1,616,176	$ 1,557,455	$ 1,441,722	$ 1,139,928	$ 1,139,928	$ 1,139,928	$ 1,139,928	0.00%

East store remodeling *

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GOLF FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Golf Course Sales	$ 849,042	$ 755,461	$ 825,345	$ 851,409	$ 865,717	$ 858,500	$ 874,500	1.86%
Pro Shop Sales	90,757	90,915	87,186	79,596	70,322	76,000	77,500	1.97%
Lease/Rent Income	32,682	-	-	-	-	-	-	0.00%
Misc Income	36,628	1,807	823	317	316	1,000	347,000	34600.00%
Transfer In	85,000	1,250,000	-	-	-	-	-	0.00%
Interest Earnings	480	3,242	11,000	5,353	4,881	6,200	2,000	-67.74%
Total Revenue	$ 1,094,589	$ 2,101,425	$ 924,354	$ 936,675	$ 941,236	$ 941,700	$ 1,301,000	38.15%
EXPENDITURES								
Employee Services	$ 480,334	$ 487,203	$ 457,679	$ 533,222	$ 454,395	$ 508,680	$ 517,385	1.71%
Supplies	101,917	126,640	128,656	122,289	202,036	132,800	140,300	5.65%
Professional Services	166,056	139,049	101,821	106,677	96,640	103,340	104,875	1.49%
Maintenance	113,277	80,312	74,929	92,768	57,015	61,150	62,250	1.80%
Cost of Goods Sold	76,237	75,568	79,590	62,733	64,185	71,400	71,400	0.00%
Capital Expense	33,254	588,126	-	55,252	217,800	217,800	436,100 *	100.23%
Fixed Asset Credit	(33,254)	(588,126)	-	(55,252)	(217,800)	(217,800)	(436,100)	100.23%
Interest Expense	73,238	70,970	12,655	16,410	-	-	-	0.00%
Contributed Capital	-	949,670	-	(731,000)	-	-	-	0.00%
Transfers Out	-	-	-	-	-	-	-	100.00%
Depreciation	308,427	109,161	101,775	107,245	105,000	105,000	135,000	28.57%
Total Expenditures	$ 1,319,486	$ 2,038,573	$ 957,105	$ 310,344	$ 979,271	$ 982,370	$ 1,031,210	4.97%
Net Change in Fund Balance	$ (224,897)	$ 62,852	$ (32,751)	$ 626,331	$ (38,035)	$ (40,670)	$ 269,790	
Prior Period Adjustment	$ -	$ -	$ -	$ (271,931)	$ -	$ -	$ -	
Fund Balance	$ 1,070,169	$ 1,133,021	$ 1,100,270	$ 1,454,670	$ 1,416,635	$ 1,414,000	$ 1,683,790	19.08%
Unrestriced Fund Balance	$ (166,045)	$ 332,396	$ (414,781)	$ 36,402	$ 36,402	$ 36,402	$ 36,402	0.00%

Cart path improvements, course adjustments $369,800 *
Rough mower $66,300

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

REFUSE FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Garbage Collections	$ 168,889	$ 153,425	$ 133,174	$ 111,034	$ 110,000	$ 100,000	$ 110,000	10.00%
Late Charges	979	913	785	677	700	600	700	16.67%
Interest Earnings	1,009	(1,987)	3,781	1,809	2,157	1,900	2,000	5.26%
Total Revenue	$ 170,877	$ 152,351	$ 137,740	$ 113,520	$ 112,857	$ 102,500	$ 112,700	9.95%
EXPENDITURES								
Employee Services	$ 13,348	$ 13,250	$ 9,599	$ 9,532	$ 9,060	$ 9,060	$ 9,060	0.00%
Supplies	63	53	-	-	-	250	250	0.00%
Professional Services	9,135	8,355	7,825	8,926	7,030	7,655	7,835	2.35%
Maintenance	27	(17)	(46)	16	-	-	-	0.00%
Cost of Service	155,274	139,852	119,941	107,287	103,280	90,000	102,000	13.33%
Total Expenditures	$ 177,847	$ 161,493	$ 137,319	$ 125,761	$ 119,370	$ 106,965	$ 119,145	11.39%
Net Change in Fund Balance	$ (6,970)	$ (9,142)	$ 421	$ (12,241)	$ (6,513)	$ (4,465)	$ (6,445)	
Fund Balance	$ 150,590	$ 141,448	$ 141,869	$ 129,628	$ 123,115	$ 125,163	$ 118,718	-5.15%

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RECYCLE FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Charges for Services	$ 216,029	$ 217,048	$ 234,589	$ 236,021	$ 218,000	$ 235,500	$ 239,500	1.70%
State Grants	20,004	82,753	20,549	47,953	44,000	38,600	47,900	24.09%
Late Charges	1,640	1,699	1,864	1,876	1,600	1,800	1,800	0.00%
Other Revenue	641	30	500	910	615	-	-	0.00%
Interest Earnings	889	(1,260)	2,568	1,524	2,487	1,850	2,000	8.11%
Total Revenue	$ 239,203	$ 300,270	$ 260,070	$ 288,284	$ 266,702	$ 277,750	$ 291,200	4.84%
EXPENDITURES								
Employee Services	$ 26,361	$ 31,217	$ 41,214	$ 42,962	$ 40,708	$ 44,005	$ 47,005	6.82%
Supplies	8,400	4,141	2,742	6,845	4,159	6,500	5,500	-15.38%
Professional Services	15,485	23,037	25,895	29,353	18,959	28,405	29,455	3.70%
Maintenance	14,768	15,342	2,384	2,293	2,781	2,820	2,820	0.00%
Cost of Service	188,898	197,621	199,708	203,593	210,000	208,700	208,700	0.00%
Total Expenditures	$ 253,912	$ 271,358	$ 271,943	$ 285,046	$ 276,607	$ 290,430	$ 293,480	1.05%
Net Change in Fund Balance	$ (14,709)	$ 28,912	$ (11,873)	$ 3,238	$ (9,905)	$ (12,680)	$ (2,280)	
Prior Period Adjustment	$ -	$ -	$ -	$ (19,705)	$ -	$ -	$ -	
Fund Balance	$ 111,973	$ 140,885	$ 129,012	$ 112,545	$ 102,640	$ 99,865	$ 97,585	-2.28%

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

INTERNAL SERVICE FUNDS SUMMARY BUDGET

SOURCES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Operating Revenues	$ 1,118,082	$ 1,221,728	$ 1,286,809	$ 1,345,913	$ 1,439,365	$ 1,462,360	1.60%
Investment Income	20,562	39,978	15,222	26,020	30,500	35,000	14.75%
Gain(loss) fair value of inv	-	(76,396)	55,057	5,014	-	-	0.00%
Miscellaneous	7,489	-	62,696	23,277	5,000	7,500	50.00%
Transfer in	-	-	50,000	-	650,000	-	-100.00%
Total Revenue and Transfers In	$ 1,146,133	$ 1,185,310	$ 1,469,784	$ 1,400,224	$ 2,124,865	$ 1,504,860	-29.18%
USES							
Personal services	$ 148,504	$ 129,220	$ 75,382	$ 177,637	$ 190,075	$ 260,565	37.09%
Supplies	302,971	334,930	403,288	284,615	411,500	365,500	-11.18%
Professional services	427,483	639,039	563,689	540,048	685,785	683,085	-0.39%
Contractual services	89,328	76,115	86,434	81,484	90,800	98,300	8.26%
Depreciation	252,402	209,750	218,192	262,678	230,000	272,000	18.26%
Transfers out	-	100,000	-	-	-	-	0.00%
Total Expenditures	$ 1,220,688	$ 1,489,054	$ 1,346,985	$ 1,346,462	$ 1,608,160	$ 1,679,450	4.43%
Net Change in Fund Balance	$ (74,555)	$ (303,744)	$ 122,799	$ 53,762	$ 516,705	$ (174,590)	
Fund balances	$ 2,851,325	$ 2,547,581	$ 2,670,380	$ 2,724,142	$ 3,240,847	$ 3,066,257	-5.39%

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GARAGE FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Interest Earnings	$ 4,939	$ (7,809)	$ 17,128	$ 5,762	$ 5,131	$ 500	$ 5,000	900.00%
Vehicle Rental Income	501,101	512,660	538,295	591,065	650,165	650,165	665,170	2.31%
Miscellaneous	7,697	97	19,235	23,277	659,200	655,000	7,500	-98.85%
Total Revenue	$ 513,737	$ 504,948	$ 574,658	$ 620,104	$ 1,314,496	$ 1,305,665	$ 677,670	-48.10%
EXPENDITURES								
Personal services	$ 97,514	$ 88,326	$ 93,564	$ 124,607	$ 94,229	$ 139,710	$ 143,470	2.69%
Supplies	274,547	295,888	341,513	251,605	276,200	348,500	308,500	-11.48%
Professional services	15,650	27,690	30,610	28,945	38,393	41,415	34,640	-16.36%
Contractual services	5,382	9,473	10,071	5,897	10,224	10,000	12,500	25.00%
Capital Expense	56,735	255,840	290,416	494,699	488,000	488,000	603,400 *	23.65%
Fixed Asset Credit	(56,735)	(255,840)	(290,416)	(494,699)	(488,000)	(488,000)	(603,400)	23.65%
Depreciation	211,241	178,186	189,441	239,622	195,000	195,000	240,000	23.08%
Total Expenditures	$ 604,334	$ 599,563	$ 665,199	$ 650,676	$ 614,046	$ 734,625	$ 739,110	0.61%
Net Change in Fund Balance	$ (90,597)	$ (94,615)	$ (90,541)	$ (30,572)	$ 700,450	$ 571,040	$ (61,440)	
Fund Balance	$ 1,456,068	$ 1,361,452	$ 1,270,911	$ 1,240,339	$ 1,940,789	$ 1,811,379	$ 1,879,349	3.75%

Replace up to 3 squad cars $116,000 *
Trackless snowblower $118,000
Tandem dump truck $225,000
Dump truck $60,000
Truck with plow $36,000
Squad and portable radios $26,400
Aerifier for Parks $22,000

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

INFORMATION TECHNOLOGY FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Interest Earnings	$ 556	$ (1,682)	$ 2,041	$ 2,720	$ 3,365	$ 3,000	$ 3,000	0.00%
Data Entry Charges	215,446	267,010	339,810	340,638	375,290	375,290	384,870	2.55%
Transfer in	-	-	50,000	-	-	-	-	0.00%
Miscellaneous	-	25,764	43,461	-	-	-	-	0.00%
Total Revenue	$ 216,002	$ 291,092	$ 435,312	$ 343,358	$ 378,655	$ 378,290	$ 387,870	2.53%
EXPENDITURES								
Personal services	$ 30,745	$ 9,103	$ 3,850	$ 3,218	$ 3,700	$ 5,775	$ 4,415	-23.55%
Supplies	28,424	39,042	61,774	33,010	61,021	63,000	57,000	-9.52%
Professional services	67,178	133,847	129,630	136,457	194,725	195,970	199,745	1.93%
Contractual services	83,946	66,642	76,364	75,587	80,800	80,800	85,800	6.19%
Capital Expense	-	28,954	-	60,555	165,500	165,500	171,500	3.63%
Fixed Asset Credit	-	(28,954)	-	(60,555)	(165,500)	(165,500)	(171,500)	3.63%
Depreciation	41,161	31,564	28,751	23,056	35,000	35,000	32,000	-8.57%
Total Expenditures	$ 251,454	$ 280,198	$ 300,369	$ 271,328	$ 375,246	$ 380,545	$ 378,960	-0.42%
Net Change in Fund Balance	$ (35,452)	$ 10,894	$ 134,943	$ 72,030	$ 3,409	$ (2,255)	$ 8,910	
Fund Balance	$ 130,964	$ 141,858	$ 276,801	$ 348,831	$ 352,240	$ 346,576	$ 355,486	2.57%

Server upgrade $20,000 *
Network switches $6,500
Incode X, including HR $75,000
Asset management software for Public Services $20,000
Website design $50,000

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

INSURANCE FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Interest Earnings	$ 8,263	$ (15,011)	$ 29,206	$ 12,389	$ 19,911	$ 15,000	$ 15,000	0.00%
Charges for Services	401,327	416,197	408,704	414,210	413,910	413,910	412,320	-0.38%
Miscellaneous	-	9,489	-	-	3,888	-	-	0.00%
Total Revenue	$ 409,590	$ 410,675	$ 437,910	$ 426,599	$ 437,709	$ 428,910	$ 427,320	-0.37%
EXPENDITURES								
Personal services	$ 10,728	$ 6,895	$ 6,832	$ 5,613	$ 10,315	$ 10,315	$ 10,360	0.44%
Professional services	344,120	486,560	401,898	372,340	437,222	448,385	448,685	0.07%
Total Expenditures	$ 354,848	$ 493,455	$ 408,730	$ 377,953	$ 447,537	$ 458,700	$ 459,045	0.08%
Net Change in Fund Balance	$ 54,742	$ (82,780)	$ 29,180	$ 48,646	$ (9,828)	$ (29,790)	$ (31,725)	
Fund Balance	$ 1,126,022	$ 1,043,242	$ 1,072,422	$ 1,121,068	$ 1,111,240	$ 1,091,278	$ 1,059,553	-2.91%

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CITY OF ANOKA, MINNESOTA

2017 BUDGET

EMPLOYEE BENEFIT FUND SUMMARY BUDGET

REVENUES	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 PROJECTED	2016 ADOPTED	2017 PROPOSED	PERCENT CHANGE
Interest Earnings	$ 6,804	$ (11,916)	$ 21,904	$ 10,163	$ 12,419	$ 12,000	$ 12,000	0.00%
Total Revenue	$ 6,804	$ (11,916)	$ 21,904	$ 10,163	$ 12,419	$ 12,000	$ 12,000	0.00%
EXPENDITURES								
Personal services	$ 9,517	$ 24,896	$ (28,864)	$ 44,199	$ 43,450	$ 34,275	$ 102,320	198.53%
Professional services	535	431	1,551	2,306	1,015	15	15	0.00%
Transfer Out	-	100,000	-	-	-	-	-	0.00%
Total Expenditures	$ 10,052	$ 125,327	$ (27,313)	$ 46,505	$ 44,465	$ 34,290	$ 102,335	198.44%
Net Change in Fund Balance	$ (3,248)	$ (137,243)	$ 49,217	$ (36,342)	$ (32,046)	$ (22,290)	$ (90,335)	
Fund Balance	$ 138,272	$ 1,029	$ 50,246	$ 13,904	$ (18,142)	$ (8,386)	$ (98,721)	1077.21%

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COUNCIL MEMO FORM

6.1

Meeting Date	12-05-2016
Agenda Section	Consent Agenda
Item Description	Verified Bills
Submitted By	Lori Yager, Finance Director

CONSENT AGENDA

Consent agenda contains several separate items which are acted upon by the Council in one motion. Upon request, any Consent Agenda item may be removed, and if necessary, placed somewhere else on the agenda or on a future agenda for Council discussion & action.

BACKGROUND INFORMATION

Each Council meeting the City Council is presented with two lists of bills. One list has been paid prior to the meeting to take advantage of discounts and to prevent late fees. The other list is for payments which are prepared to be paid. City Council ratification of the prepaid bills and approval of the bills to be paid is required.

If you have questions about a particular bill, please call me at 576-2771.

FINANCIAL IMPACT

Will vary from meeting to meeting.

COUNCIL ACTION REQUESTED

Approval of the Consent Agenda will mean ratification and approval of the Bill List(s).

Paid Bill List for Ratification
Bill List for December 5, 2016

Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
139028	Brown Welding & Fabricatio	3000	Galvanized Pipe	101	General Fund	$925.00
139028	Brown Welding & Fabricatio	3000	Galvanized Pipe	101	General Fund	$925.00
139029	CenturyLink	7633233651 Nov	Communications	101	General Fund	$51.71
139029	CenturyLink	7633230326 Nov	Communications	101	General Fund	$20.24
139029	CenturyLink	7634217730 Nov	Communications	101	General Fund	$142.05
139029	CenturyLink	7634213343 Nov	Communications	101	General Fund	$471.05
139029	CenturyLink	7634211903 Nov	Communications	101	General Fund	$10.14
139029	CenturyLink	7634211903 Nov	Communications	101	General Fund	$10.13
139029	CenturyLink	7633231091 Nov	Communications	101	General Fund	$204.15
139029	CenturyLink	7633230326 Nov	Communications	101	General Fund	$20.25
139031	Dex Media East LLC	110095703 Nov 1	NW Suburban Yellow Pgs	101	General Fund	$17.50
139035	Lancer Catering	GHN05145	Youth First Fundraiser	101	General Fund	$459.12
139037	Petco	OA070936	Supplies	101	General Fund	$70.90
139038	Programmed Land Inc	11/21/2016	Rental License Refund	101	General Fund	$180.00
139039	Property Registration Servi	11/21/2016	Refund Reg - 503 Harrison	101	General Fund	$150.00
139040	Saljh Palos	11/21/16	Stone/Brick Work	101	General Fund	$6,019.05
139166	Alpha Video and Audio, Inc	ALERTINV17210	Rental Gear	101	General Fund	$166.25
139168	CenturyLink	7634276646 Nov	Communications	101	General Fund	$156.89
139169	Cintas	470831884	Clothing - T Sladek	101	General Fund	$10.44
139170	Diamond Vogel Paint	802169995	White Traffic Paint	101	General Fund	$575.50
139177	Interstate All Battery Center	1901201005068	Batteries	101	General Fund	$8.40
139181	MTI Distributing Company	1096025-00	Gear Motor Assm	101	General Fund	$674.84
139184	Northland Chemical Corpor	5062828	Supplies	101	General Fund	$96.42
139187	Purchasing Power	106136	Bus Cards - S Rouse	101	General Fund	$40.00
139189	Safety Signs	163980	Signs	101	General Fund	$1,903.22
139189	Safety Signs	163990	Signs	101	General Fund	$511.40
139191	Toxalert, Inc.	18530	Gas Detection Svc Contract	101	General Fund	$80.00
139191	Toxalert, Inc.	18530	Gas Detection Svc Contract	101	General Fund	$80.00
139193	Venpro Company, Inc.	120638	Mad Hatter Kitchen	101	General Fund	$320.00
			Fund Total			$14,299.65
139183	North Star Towing & Repair	49402	Tow 98 Saturn	210	Police Forfeiture	$150.00
			Fund Total			$150.00
139030	City of Blaine	10/06/16 A	Lodging Fees	290	Lodging Tax	$1,622.72

Paid Bill List for Ratification
Bill List for December 5, 2016

Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
			Fund Total			$1,622.72
139034	John Neumann	11/14/2016	Driveway Reimbursement	415	Road Improve	$1,298.70
			Fund Total			$1,298.70
139029	CenturyLink	7634211903 Nov	Communications	600	Electric	$10.14
139032	Impact	116940	Cold Weather Insert	600	Electric	$890.85
139033	Interstate Power Systems, I	R001118747-01	Generator Repair	600	Electric	$2,142.50
139041	Stuart C Irby Co	S009863454.003	CRIMPET,COMPR. WR379	600	Electric	$34.73
139041	Stuart C Irby Co	S009863454.003	WASHER, CURVED SQ., 3	600	Electric	$94.05
139041	Stuart C Irby Co	S009863454.003	INSULINK, SERV. ENT. YE	600	Electric	$44.89
139041	Stuart C Irby Co	S009863454.003	CONNECTOR,PIGTAIL #6	600	Electric	$93.52
139041	Stuart C Irby Co	S009863454.003	STRAP, 2-HOLE, 2", RIGID	600	Electric	$30.46
139043	Wesco	923177	TERMINATICS,POTHEAD	600	Electric	$2,184.00
139178	Interstate Disposal	7876	Hauling/Disposal	600	Electric	$448.81
139186	Power System Engineering,	9021258	Consulting	600	Electric	$255.00
139190	Sebesta, Inc.	185202.00-13617	Crooked Lake & Enterprise	600	Electric	$1,750.00
139192	USIC Locating Services, In	207202	Oct 2016 Locating Svc	600	Electric	$3,689.29
			Fund Total			$11,668.24
139029	CenturyLink	7634211903 Nov	Communications	601	Water	$10.14
139171	Dyna Systems	23077990	Parts / Supplies	601	Water	$45.32
139174	Ferguson Waterworks	0223118	Parts / Supplies	601	Water	$287.91
139175	Frattallone's Hardware Stor	028056/J	Parts / Supplies	601	Water	$73.88
			Fund Total			$417.25
139029	CenturyLink	7634211903 Nov	Communications	602	Sewer Treatment	$10.14
139171	Dyna Systems	23081122	Galv Pipe	602	Sewer Treatment	$97.38
139173	Fastenal Company	MNTC8146115	Parts / Supplies	602	Sewer Treatment	$17.57
139176	Gary Carlson Equipment	01-28728-0	Trench Box Panels	602	Sewer Treatment	$3,221.98
139178	Interstate Disposal	7859	Hauling/Disposal	602	Sewer Treatment	$382.49
139179	Menard Cashway Lumber	30077	Parts / Supplies	602	Sewer Treatment	$153.48
139182	Mulcahy, Inc	315927	Parts / Supplies	602	Sewer Treatment	$3,000.00
139182	Mulcahy, Inc	316118	Parts / Supplies - Shipping	602	Sewer Treatment	$206.08
			Fund Total			$7,089.12
139179	Menard Cashway Lumber	31068	Concrete Mix	603	Storm Water	$33.60
139188	Royal Concrete Pipe, Inc	182249	Slab Top	603	Storm Water	$660.00

Paid Bill List for Ratification
Bill List for December 5, 2016

Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
			Fund Total			$693.60
139027	Bellboy Corporation	94555100	Merchandise for Resale	609	Liquor Stores	$35.40
139029	CenturyLink	7634213070 Nov	Communications	609	Liquor Stores	$59.60
139042	Varner Transportation	10/31/16 - East	Oct 2016 Freight - East	609	Liquor Stores	$1,065.90
139042	Varner Transportation	10/31/16 - West	Oct 2016 Freight - West	609	Liquor Stores	$1,048.30
139044	Wine Merchants	7100839	Merchandise for Resale	609	Liquor Stores	$457.77
139168	CenturyLink	7634271821 Nov	Communications	609	Liquor Stores	$65.39
139185	Phillips Wine & Spirits	2050508	Merchandise for Resale	609	Liquor Stores	$60.33
			Fund Total			$2,792.69
139029	CenturyLink	7633233651 Nov	Communications	614	Golf	$9.12
139029	CenturyLink	7633230326 Nov	Communications	614	Golf	$20.25
			Fund Total			$29.37
139029	CenturyLink	7634211903 Nov	Communications	701	Vehicle Maintenance	$10.14
139036	North Country Ford	275462	Mats for 422/423/424	701	Vehicle Maintenance	$143.58
139167	Boyer Truck Parts	473148	Inspection	701	Vehicle Maintenance	$138.93
139172	Factory Motor Parts Co.	128-Z00144	Parts / Supplies	701	Vehicle Maintenance	$648.47
139179	Menard Cashway Lumber	31084	Parts / Supplies	701	Vehicle Maintenance	$60.22
139180	Momar Incorporated	PSI152424	Parts / Supplies	701	Vehicle Maintenance	$453.23
			Fund Total			$1,454.57
			Grand Total			$41,515.91

PAYROLL
PP 24
BILL LIST DATE 12/05/16

GROSS PAYROLL - REG	$385,542.34
LESS EMPLOYEE SHARE OF BENEFITS	($2,314.75)
	$383,227.59
EMPLOYER SHARE HEALTH INSURANCE	$22,291.00
EMPLOYER SHARE FICA & MEDICARE	$20,835.75
EMPLOYER SHARE PERA	$37,846.14
	$80,972.89
TOTAL PAYROLL	$464,200.48

Bill List for December 5, 2016

Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
139072	Alpha Video and Audio I	SVCINV16740	Sound System	101	General Fund	$738.00
139076	Anoka Co Central Comm	2016-330	Oct 2016 Wireless Internet	101	General Fund	$607.07
139078	Aspen Mills	189475	Uniform - S Dominguez	101	General Fund	$1,287.95
139078	Aspen Mills	189476	Uniform - M Walstrom	101	General Fund	$939.33
139078	Aspen Mills	189477	Uniform - A Youngquist	101	General Fund	$170.85
139081	Blue Velvet Inc	164	Car Washes	101	General Fund	$851.57
139085	Center Point Energy	80000141517 Nov 16	Gas Utility	101	General Fund	$89.59
139085	Center Point Energy	80000141517 Nov 16	Gas Utility	101	General Fund	$90.68
139085	Center Point Energy	80000141517 Nov 16	Gas Utility	101	General Fund	$117.29
139085	Center Point Energy	80000141517 Nov 16	Gas Utility	101	General Fund	$626.70
139085	Center Point Energy	80000141517 Nov 16	Gas Utility	101	General Fund	$41.81
139085	Center Point Energy	80000141517 Nov 16	Gas Utility	101	General Fund	$41.81
139085	Center Point Energy	80000141517 Nov 16	Gas Utility	101	General Fund	$1,197.80
139085	Center Point Energy	80000141517 Nov 16	Gas Utility	101	General Fund	$121.33
139085	Center Point Energy	80000141517 Nov 16	Gas Utility	101	General Fund	$1,041.62
139087	Cintas	470828447	Uniforms	101	General Fund	$28.03
139087	Cintas	470836228	Mats	101	General Fund	$129.49
139087	Cintas	470835336	Uniforms	101	General Fund	$28.37
139087	Cintas	470835332	Mats	101	General Fund	$41.80
139087	Cintas	470835330	Mats	101	General Fund	$71.61
139087	Cintas	470839769	Mats	101	General Fund	$129.49
139087	Cintas	470838865	Uniforms	101	General Fund	$28.37
139087	Cintas	470838861	Mats	101	General Fund	$41.80
139087	Cintas	470835327	Clothing - J Comeau	101	General Fund	$349.85
139087	Cintas	470835326	Uniforms	101	General Fund	$9.22
139087	Cintas	470835326	Uniforms	101	General Fund	$57.40
139087	Cintas	470838859	Mats	101	General Fund	$71.61
139087	Cintas	470831893	Uniforms	101	General Fund	$28.03
139089	City of Minneapolis	400451000535	Oct 2016 APS Trans Fees	101	General Fund	$1,109.70
139090	City of Roseville	0222192	Nov 2016 Phones	101	General Fund	$41.18
139090	City of Roseville	0222192	Nov 2016 Phones	101	General Fund	$29.30
139090	City of Roseville	0222192	Nov 2016 Phones	101	General Fund	$28.12
139090	City of Roseville	0222192	Nov 2016 Phones	101	General Fund	$14.06
139090	City of Roseville	0222192	Nov 2016 Phones	101	General Fund	$475.56
139090	City of Roseville	0222192	Nov 2016 Phones	101	General Fund	$43.77

Bill List for December 5, 2016

Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
139090	City of Roseville	0222192	Nov 2016 Phones	101	General Fund	$12.19
139090	City of Roseville	0222192	Nov 2016 Phones	101	General Fund	$14.06
139090	City of Roseville	0222192	Nov 2016 Phones	101	General Fund	$85.63
139090	City of Roseville	0222192	Nov 2016 Phones	101	General Fund	$28.12
139090	City of Roseville	0222192	Nov 2016 Phones	101	General Fund	$28.12
139090	City of Roseville	0222192	Nov 2016 Phones	101	General Fund	$56.24
139090	City of Roseville	0222192	Nov 2016 Phones	101	General Fund	$69.43
139090	City of Roseville	0222192	Nov 2016 Phones	101	General Fund	$467.30
139093	Comcast	0226193 Nov 2016	Cable / Internet	101	General Fund	$215.34
139097	Diversified Paving Inc	7308	Bituminous Patches	101	General Fund	$4,000.00
139099	ECM Publishers	431722	Personnel - Ice Rink	101	General Fund	$294.30
139099	ECM Publishers	431219	Comp Plan Amend	101	General Fund	$53.75
139101	Fastenal Company	MNTC8146737	Nitril Gloves	101	General Fund	$99.90
139103	Graco Minnesota Inc.	12/01/2016	2016 2nd 1/2 Tax Abatement	101	General Fund	$10,000.00
139110	Innovative Office Solutio	IN1405542	Supplies	101	General Fund	$30.30
139116	Johnstone Supply of G.V	1072026	Bearing Assembly	101	General Fund	$89.55
139117	Kendell Doors & Hardwar	SI037964	Cores / Pins	101	General Fund	$876.45
139119	LANO EQUIPMENT	02-400986	Excavator Rental	101	General Fund	$150.00
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	101	General Fund	$59.58
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	101	General Fund	$28.71
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	101	General Fund	$70.12
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	101	General Fund	$24.97
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	101	General Fund	$149.55
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	101	General Fund	$20.01
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	101	General Fund	$24.51
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	101	General Fund	$34.06
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	101	General Fund	$734.63
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	101	General Fund	$18.66
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	101	General Fund	$21.67
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	101	General Fund	$47.27
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	101	General Fund	$104.29
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	101	General Fund	$28.89
139121	Marco, Inc	INV3765507	Copiers	101	General Fund	$100.53
139121	Marco, Inc	INV3765507	Copiers	101	General Fund	$27.50
139121	Marco, Inc	INV3765507	Copiers	101	General Fund	$83.26

Bill List for December 5, 2016

Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
139121	Marco, Inc	INV3765507	Copiers	101	General Fund	$7.56
139121	Marco, Inc	INV3765507	Copiers	101	General Fund	$210.65
139121	Marco, Inc	INV3765507	Copiers	101	General Fund	$31.49
139121	Marco, Inc	INV3765507	Copiers	101	General Fund	$93.33
139121	Marco, Inc	INV3765507	Copiers	101	General Fund	$302.24
139122	Meadow Creek 3 LLC	12/01/2016	2016 Tax Abatement	101	General Fund	$2,204.23
139123	Menard Cashway Lumbe	31184	Parts / Supplies	101	General Fund	$103.09
139123	Menard Cashway Lumbe	31801	Parts / Supplies	101	General Fund	$132.94
139125	Minnesota Equipment	P24462	Battery Box	101	General Fund	$569.16
139127	MN Office of Enterprise	W16100673	State Phones	101	General Fund	$27.50
139127	MN Office of Enterprise	W16100673	State Phones	101	General Fund	$82.50
139127	MN Office of Enterprise	W16100673	State Phones	101	General Fund	$20.63
139127	MN Office of Enterprise	W16100673	State Phones	101	General Fund	$42.50
139127	MN Office of Enterprise	W16100673	State Phones	101	General Fund	$27.50
139127	MN Office of Enterprise	W16100673	State Phones	101	General Fund	$68.75
139127	MN Office of Enterprise	W16100673	State Phones	101	General Fund	$27.50
139127	MN Office of Enterprise	W16100673	State Phones	101	General Fund	$23.38
139130	NATIONAL STEEL FAB	16-216-1	Trash Gate	101	General Fund	$4,454.00
139135	Northern Star Council	A30529	Explorer Advisor Fees	101	General Fund	$272.00
139140	Presto Graphics	57108	Senior Times Newsletters	101	General Fund	$289.52
139140	Presto Graphics	57096	Stamps	101	General Fund	$118.00
139140	Presto Graphics	57129	Letterhead / Bus Card	101	General Fund	$314.56
139142	Reinders, Inc.	3043265-00	Ice Melt	101	General Fund	$2,230.84
139145	RMS Surgical Inc	12/15/2016	2016 2nd 1/2 Tax Abatement	101	General Fund	$1,918.42
139146	Safety Signs	163979	Message Boards	101	General Fund	$8,558.75
139151	Streicher's	I1234632	Uniforms	101	General Fund	$209.00
139153	Ted Hagfors	1615	Electrical Inspections	101	General Fund	$2,016.80
139157	TimeSaver Off Site Sec.	M22494	11/1/16 Planning Commission	101	General Fund	$225.40
139158	Total Control Systems, In	7650	Enloe Park Irrigation	101	General Fund	$1,853.00
139159	UPS Freight	00007AF825486	Freight Charges	101	General Fund	$3.99
139161	Verizon Wireless	9775674066	Communications	101	General Fund	$63.33
139161	Verizon Wireless	9775674066	Communications	101	General Fund	$40.01
139161	Verizon Wireless	9775674066	Communications	101	General Fund	$53.33
139161	Verizon Wireless	9775674066	Communications	101	General Fund	$17.78
139161	Verizon Wireless	9775674066	Communications	101	General Fund	$17.78

Bill List for December 5, 2016

Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
139161	Verizon Wireless	9775674066	Communications	101	General Fund	$40.01
139161	Verizon Wireless	9775674066	Communications	101	General Fund	$57.51
139161	Verizon Wireless	9775674066	Communications	101	General Fund	$40.01
139161	Verizon Wireless	9775674066	Communications	101	General Fund	$57.51
			Fund Total			$55,695.55
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	225	Cemetery	$18.66
139161	Verizon Wireless	9775674066	Communications	225	Cemetery	$17.77
			Fund Total			$36.43
139152	Summit Fire Protection	2111193	Fire Sprinkler Service	250	Ramp	$706.00
			Fund Total			$706.00
139107	Hakanson Anderson	37059	AN380 Brisbin St Renewal	415	Road Improve	$2,292.40
			Fund Total			$2,292.40
139091	Classic Construction	18577	Brisbin / 7th	460	Park Improve	$1,302.00
139118	Kimley-Horn & Assoc, In	8508953	Anoka Station Park	460	Park Improve	$2,800.00
			Fund Total			$4,102.00
139118	Kimley-Horn & Assoc, In	8500806	2nd Ave Parking Lot	485	Enterprise Par	$1,637.70
			Fund Total			$1,637.70
139045	Misc Vendor	000201611306737	01-195650-01	600	Electric	$31.00
139046	Misc Vendor	000201611306738	01-311880-12	600	Electric	$270.96
139047	Misc Vendor	000201611306739	01-513860-04	600	Electric	$78.72
139048	Misc Vendor	000201611306740	01-526690-04	600	Electric	$30.00
139049	Misc Vendor	000201611306741	01-557820-08	600	Electric	$20.15
139050	Misc Vendor	000201611306742	04-021920-40	600	Electric	$27.37
139051	Misc Vendor	000201611306743	04-027060-02	600	Electric	$23.02
139052	Misc Vendor	000201611306744	04-093470-03	600	Electric	$90.24
139053	Misc Vendor	000201611306745	04-094950-02	600	Electric	$53.71
139054	Misc Vendor	000201611306746	04-172060-42	600	Electric	$11.52
139055	Misc Vendor	000201611306747	13-075610-13	600	Electric	$37.27
139056	Misc Vendor	000201611306748	13-274430-05	600	Electric	$59.75
139057	Misc Vendor	000201611306749	13-370990-05	600	Electric	$7.71
139058	Misc Vendor	000201611306750	13-371530-02	600	Electric	$44.37
139059	Misc Vendor	000201611306751	13-578010-01	600	Electric	$69.55
139060	Misc Vendor	000201611306752	13-627990-06	600	Electric	$77.52
139061	Misc Vendor	000201611306753	13-725490-02	600	Electric	$47.73
139062	Misc Vendor	000201611306754	13-725650-04	600	Electric	$12.93

Bill List for December 5, 2016

Check #	Vendor Alpha Name	Invoice #	Description		Fund	Amount
139063	Misc Vendor	000201611306755	13-727740-02	600	Electric	$11.82
139064	Misc Vendor	000201611306756	21-342060-06	600	Electric	$13.61
139065	Misc Vendor	000201611306757	21-603700-15	600	Electric	$116.06
139066	Misc Vendor	000201611306758	21-606200-11	600	Electric	$50.81
139067	Misc Vendor	000201611306759	22-610720-05	600	Electric	$43.42
139068	Misc Vendor	000201611306760	22-610740-06	600	Electric	$93.20
139069	Misc Vendor	000201611306761	22-610750-05	600	Electric	$84.78
139070	Misc Vendor	000201611306762	23-611810-04	600	Electric	$72.85
139073	Am Public Power Associ	288160-1	Annual Dues	600	Electric	$6,796.50
139082	Border State Electric Sup	912214312	GUARDS, GUY, PLASTIC	600	Electric	$119.53
139082	Border State Electric Sup	912229576	BOLT, CARRIAGE 10" 3/8	600	Electric	$136.80
139085	Center Point Energy	80000141517 Nov 16	Gas Utility	600	Electric	$251.15
139087	Cintas	470835325	Uniforms	600	Electric	$156.83
139090	City of Roseville	0222192	Nov 2016 Phones	600	Electric	$163.83
139092	CMRS - FP	106000553391-11/16	Postage	600	Electric	$4,000.00
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	600	Electric	$60.84
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	600	Electric	$290.90
139123	Menard Cashway Lumbe	31952	Parts / Supplies	600	Electric	$59.97
139123	Menard Cashway Lumbe	313449	Parts / Supplies	600	Electric	$59.99
139127	MN Office of Enterprise	W16100673	State Phones	600	Electric	$82.50
139127	MN Office of Enterprise	W16100673	State Phones	600	Electric	$20.63
139127	MN Office of Enterprise	W16100673	State Phones	600	Electric	$659.96
139131	Nelson Nursery, Inc.	15227	Garland	600	Electric	$285.57
139165	Wesco	899500	SPLICE, 500 MCM COLD SH	600	Electric	$1,077.00
			Fund Total			$15,702.07
139085	Center Point Energy	80000141517 Nov 16	Gas Utility	601	Water	$1,008.87
139097	Diversified Paving Inc	7308	Bituminous Patches	601	Water	$2,410.00
139106	Hach	10185813	Chemicals	601	Water	$766.97
139108	Hawkins Water Treatme	3980727	Chemicals	601	Water	$3,040.09
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	601	Water	$82.10
139123	Menard Cashway Lumbe	31950	Parts / Supplies	601	Water	$18.90
139126	MN Department of Healt	1020001 2016 4th Q	2016 4th Qtr Water Conn Fee	601	Water	$8,112.00
139127	MN Office of Enterprise	W16100673	State Phones	601	Water	$20.63
139148	Short Elliott Hendrickson	324111	2016 antenna Project	601	Water	$1,869.03
139148	Short Elliott Hendrickson	323325	Water Supply Plan Update	601	Water	$1,666.01

Bill List for December 5, 2016

Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
139154	The Home Depot	7012364	Supplies	601	Water	$34.19
139159	UPS Freight	00007AF825486	Freight Charges	601	Water	$22.90
139159	UPS Freight	00007AF825486	Freight Charges	601	Water	$6.34
139160	USIC Locating Services,	207259	Oct 2016 Locating Svc	601	Water	$941.40
139161	Verizon Wireless	9775674066	Communications	601	Water	$56.33
139161	Verizon Wireless	9775674066	Communications	601	Water	$53.33
139161	Verizon Wireless	9775674066	Communications	601	Water	$53.33
139161	Verizon Wireless	9775674066	Communications	601	Water	$25.00
			Fund Total			$20,187.42
139085	Center Point Energy	80000141517 Nov 16	Gas Utility	602	Sewer Treatm	$41.81
139087	Cintas	470835329	Uniforms	602	Sewer Treatm	$106.20
139090	City of Roseville	0222192	Nov 2016 Phones	602	Sewer Treatm	$14.65
139101	Fastenal Company	MNTC8146738	Parts / Supplies	602	Sewer Treatm	$108.50
139111	Interstate All Battery Cen	1901201005299	Parts / Supplies	602	Sewer Treatm	$10.99
139112	Interstate Disposal	7897	Hauling/Disposal	602	Sewer Treatm	$157.50
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	602	Sewer Treatm	$29.90
139124	Metro Council Environme	0001060786	Waste Water Svc Dec 2016	602	Sewer Treatm	$114,320.72
139127	MN Office of Enterprise	W16100673	State Phones	602	Sewer Treatm	$20.63
139158	Total Control Systems, In	7645	Meter for Garfield Station	602	Sewer Treatm	$80.25
139160	USIC Locating Services,	207259	Oct 2016 Locating Svc	602	Sewer Treatm	$941.40
139161	Verizon Wireless	9775674066	Communications	602	Sewer Treatm	$53.33
139161	Verizon Wireless	9775674066	Communications	602	Sewer Treatm	$53.33
139161	Verizon Wireless	9775674066	Communications	602	Sewer Treatm	$63.33
139161	Verizon Wireless	9775674066	Communications	602	Sewer Treatm	$63.33
139161	Verizon Wireless	9775674066	Communications	602	Sewer Treatm	$25.00
139161	Verizon Wireless	9775674066	Communications	602	Sewer Treatm	$160.19
139164	W.W. Goetsch Assoc. In	97265	Pump	602	Sewer Treatm	$4,938.00
			Fund Total			$121,189.06
139084	Brock-White Co	12738169-00	Spray Mortar	603	Storm Water	$1,173.20
139097	Diversified Paving Inc	7308	Bituminous Patches	603	Storm Water	$3,550.00
			Fund Total			$4,723.20
139071	Adams Pest Control	2474924	Pest Control Store 2	609	Liquor Stores	$23.45
139071	Adams Pest Control	2474923	Pest Control Store 1	609	Liquor Stores	$21.44
139074	American Bottling Comp	7421265216	Merchandise for Resale	609	Liquor Stores	$151.18
139074	American Bottling Comp	7421262407	Merchandise for Resale	609	Liquor Stores	$142.00

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
139077	Aramark	1718587599	Mats / Misc	609	Liquor Stores	$12.86
139077	Aramark	1718587984	Mats / Misc	609	Liquor Stores	$131.12
139077	Aramark	1718587599	Mats / Misc	609	Liquor Stores	$42.15
139079	Bellboy Corporation	94924700	Merchandise for Resale	609	Liquor Stores	$73.30
139079	Bellboy Corporation	56356700	Merchandise for Resale	609	Liquor Stores	$12.40
139079	Bellboy Corporation	94972700	Merchandise for Resale	609	Liquor Stores	$145.33
139079	Bellboy Corporation	56356800	Merchandise for Resale	609	Liquor Stores	$683.48
139079	Bellboy Corporation	56246100	Merchandise for Resale	609	Liquor Stores	$1,139.95
139079	Bellboy Corporation	94972700	Merchandise for Resale	609	Liquor Stores	$23.40
139079	Bellboy Corporation	56256800	Merchandise for Resale	609	Liquor Stores	$368.00
139079	Bellboy Corporation	94924700	Merchandise for Resale	609	Liquor Stores	$62.00
139079	Bellboy Corporation	94900600	Merchandise for Resale	609	Liquor Stores	$36.00
139079	Bellboy Corporation	56356700	Merchandise for Resale	609	Liquor Stores	$950.13
139079	Bellboy Corporation	56256800	Merchandise for Resale	609	Liquor Stores	$7.87
139079	Bellboy Corporation	56356800	Merchandise for Resale	609	Liquor Stores	$7.75
139079	Bellboy Corporation	56246100	Merchandise for Resale	609	Liquor Stores	$9.30
139080	Bernick's	329206	Merchandise for Resale	609	Liquor Stores	$93.60
139080	Bernick's	329205	Merchandise for Resale	609	Liquor Stores	$266.40
139080	Bernick's	330337	Merchandise for Resale	609	Liquor Stores	$264.70
139080	Bernick's	330336	Merchandise for Resale	609	Liquor Stores	$72.80
139080	Bernick's	329207	Merchandise for Resale	609	Liquor Stores	$24.70
139083	Breakthru Beverage Min	1080557245	Merchandise for Resale	609	Liquor Stores	$901.95
139083	Breakthru Beverage Min	1080553586	Merchandise for Resale	609	Liquor Stores	$43.33
139083	Breakthru Beverage Min	1080553748	Merchandise for Resale	609	Liquor Stores	$416.55
139083	Breakthru Beverage Min	1080553748	Merchandise for Resale	609	Liquor Stores	$36.00
139083	Breakthru Beverage Min	1080553749	Merchandise for Resale	609	Liquor Stores	$43.33
139083	Breakthru Beverage Min	1080557130	Merchandise for Resale	609	Liquor Stores	$1,835.68
139083	Breakthru Beverage Min	1080557131	Merchandise for Resale	609	Liquor Stores	$1,015.93
139083	Breakthru Beverage Min	1080557244	Merchandise for Resale	609	Liquor Stores	$3,720.31
139083	Breakthru Beverage Min	1080559997	Merchandise for Resale	609	Liquor Stores	$2,218.73
139083	Breakthru Beverage Min	1080559995	Merchandise for Resale	609	Liquor Stores	$251.00
139083	Breakthru Beverage Min	1080559994	Merchandise for Resale	609	Liquor Stores	$5,003.82
139083	Breakthru Beverage Min	1080553585	Merchandise for Resale	609	Liquor Stores	$1,963.65
139085	Center Point Energy	80000141517 Nov 16	Gas Utility	609	Liquor Stores	$52.06
139085	Center Point Energy	80000141517 Nov 16	Gas Utility	609	Liquor Stores	$73.58

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Check #	Vendor Alpha Name	Invoice #	Description		Fund	Amount
139090	City of Roseville	0222192	Nov 2016 Phones	609	Liquor Stores	$13.28
139090	City of Roseville	0222192	Nov 2016 Phones	609	Liquor Stores	$13.28
139093	Comcast	0231342 Nov 2016	Internet	609	Liquor Stores	$110.75
139094	Dahlheimer Beverage, L	1224472	Merchandise for Resale	609	Liquor Stores	$328.10
139094	Dahlheimer Beverage, L	1224484	Merchandise for Resale	609	Liquor Stores	$12,832.80
139094	Dahlheimer Beverage, L	1220986	Merchandise for Resale	609	Liquor Stores	$42.00
139094	Dahlheimer Beverage, L	1217874 CM	Merchandise for Resale	609	Liquor Stores	($30.40)
139094	Dahlheimer Beverage, L	1224447	Merchandise for Resale	609	Liquor Stores	$6,350.60
139094	Dahlheimer Beverage, L	1224435 CM	Merchandise for Resale	609	Liquor Stores	($86.40)
139094	Dahlheimer Beverage, L	1224430	Merchandise for Resale	609	Liquor Stores	$6,939.60
139094	Dahlheimer Beverage, L	135602 CM	Merchandise for Resale	609	Liquor Stores	($16.20)
139094	Dahlheimer Beverage, L	1220986	Merchandise for Resale	609	Liquor Stores	$6,966.80
139094	Dahlheimer Beverage, L	135909	Merchandise for Resale	609	Liquor Stores	$64.00
139094	Dahlheimer Beverage, L	135772	Merchandise for Resale	609	Liquor Stores	$48.60
139094	Dahlheimer Beverage, L	135741	Merchandise for Resale	609	Liquor Stores	$183.60
139094	Dahlheimer Beverage, L	134844	Merchandise for Resale	609	Liquor Stores	$25.80
139094	Dahlheimer Beverage, L	1220993	Merchandise for Resale	609	Liquor Stores	$409.60
139094	Dahlheimer Beverage, L	1220990	Merchandise for Resale	609	Liquor Stores	$2,019.25
139094	Dahlheimer Beverage, L	1224421	Merchandise for Resale	609	Liquor Stores	$984.00
139094	Dahlheimer Beverage, L	1224491	Merchandise for Resale	609	Liquor Stores	$5,446.60
139099	ECM Publishers	430909	Online Advtsg	609	Liquor Stores	$15.00
139099	ECM Publishers	435718	Online Advtsg	609	Liquor Stores	$15.00
139099	ECM Publishers	435718	Online Advtsg	609	Liquor Stores	$15.00
139099	ECM Publishers	433488	Online Advtsg	609	Liquor Stores	$15.00
139099	ECM Publishers	433488	Online Advtsg	609	Liquor Stores	$15.00
139099	ECM Publishers	433421	Better Value Advtsg	609	Liquor Stores	$244.12
139099	ECM Publishers	433421	Better Value Advtsg	609	Liquor Stores	$244.13
139099	ECM Publishers	431019	Better Value Flyers	609	Liquor Stores	$9.62
139099	ECM Publishers	430909	Online Advtsg	609	Liquor Stores	$15.00
139099	ECM Publishers	431019	Better Value Flyers	609	Liquor Stores	$9.62
139102	Flaherty's Happy Tyme C	32626	Merchandise for Resale	609	Liquor Stores	$285.00
139104	Granite City Jobbing Co.	28447	Merchandise for Resale	609	Liquor Stores	$77.94
139104	Granite City Jobbing Co.	29777	Merchandise for Resale	609	Liquor Stores	$33.50
139104	Granite City Jobbing Co.	29148	Merchandise for Resale	609	Liquor Stores	$915.57
139104	Granite City Jobbing Co.	29777	Merchandise for Resale	609	Liquor Stores	$95.17

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
139104	Granite City Jobbing Co.	28447	Merchandise for Resale	609	Liquor Stores	$32.60
139104	Granite City Jobbing Co.	29777	Merchandise for Resale	609	Liquor Stores	$1,271.69
139104	Granite City Jobbing Co.	28447	Merchandise for Resale	609	Liquor Stores	$1,232.82
139105	Great Lakes Coca-Cola	3609201325 CM	Merchandise for Resale	609	Liquor Stores	($4.41)
139105	Great Lakes Coca-Cola	3609201324	Merchandise for Resale	609	Liquor Stores	$551.44
139105	Great Lakes Coca-Cola	3610201285	Merchandise for Resale	609	Liquor Stores	$540.40
139105	Great Lakes Coca-Cola	3609201240	Merchandise for Resale	609	Liquor Stores	$206.12
139113	J.J. Taylor Distributing C	2605050	Merchandise for Resale	609	Liquor Stores	$2,465.35
139113	J.J. Taylor Distributing C	2605049	Merchandise for Resale	609	Liquor Stores	$3,244.20
139113	J.J. Taylor Distributing C	2605105	Merchandise for Resale	609	Liquor Stores	$1,693.95
139113	J.J. Taylor Distributing C	2605079	Merchandise for Resale	609	Liquor Stores	$914.70
139113	J.J. Taylor Distributing C	2605080	Merchandise for Resale	609	Liquor Stores	$1,314.00
139113	J.J. Taylor Distributing C	2605104	Merchandise for Resale	609	Liquor Stores	$1,004.15
139114	Johnson Bros Liquor Co	5583993	Merchandise for Resale	609	Liquor Stores	$21.99
139114	Johnson Bros Liquor Co	5583994	Merchandise for Resale	609	Liquor Stores	$1,875.00
139114	Johnson Bros Liquor Co	5593881	Merchandise for Resale	609	Liquor Stores	$79.29
139114	Johnson Bros Liquor Co	5593882	Merchandise for Resale	609	Liquor Stores	$1,615.80
139114	Johnson Bros Liquor Co	5583993	Merchandise for Resale	609	Liquor Stores	$24.65
139114	Johnson Bros Liquor Co	5593883	Merchandise for Resale	609	Liquor Stores	$3,771.80
139114	Johnson Bros Liquor Co	5583992	Merchandise for Resale	609	Liquor Stores	$1,263.20
139114	Johnson Bros Liquor Co	5589743	Merchandise for Resale	609	Liquor Stores	$977.00
139114	Johnson Bros Liquor Co	5589747	Merchandise for Resale	609	Liquor Stores	$521.05
139114	Johnson Bros Liquor Co	5589744	Merchandise for Resale	609	Liquor Stores	$985.75
139114	Johnson Bros Liquor Co	5589748	Merchandise for Resale	609	Liquor Stores	$1,038.00
139114	Johnson Bros Liquor Co	5593879	Merchandise for Resale	609	Liquor Stores	$1,517.55
139114	Johnson Bros Liquor Co	5593880	Merchandise for Resale	609	Liquor Stores	$4,742.80
139114	Johnson Bros Liquor Co	5583996	Merchandise for Resale	609	Liquor Stores	$1,073.00
139114	Johnson Bros Liquor Co	5583997	Merchandise for Resale	609	Liquor Stores	$325.75
139114	Johnson Bros Liquor Co	5583998	Merchandise for Resale	609	Liquor Stores	$1,570.00
139114	Johnson Bros Liquor Co	5587946	Merchandise for Resale	609	Liquor Stores	$778.00
139114	Johnson Bros Liquor Co	5588346	Merchandise for Resale	609	Liquor Stores	$339.50
139114	Johnson Bros Liquor Co	5588347	Merchandise for Resale	609	Liquor Stores	$240.00
139114	Johnson Bros Liquor Co	5593884	Merchandise for Resale	609	Liquor Stores	$1,307.45
139114	Johnson Bros Liquor Co	600783 CM	Merchandise for Resale	609	Liquor Stores	($32.00)
139114	Johnson Bros Liquor Co	599406 CM	Merchandise for Resale	609	Liquor Stores	($17.03)

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
139114	Johnson Bros Liquor Co	5583991	Merchandise for Resale	609	Liquor Stores	$1,405.00
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	609	Liquor Stores	$41.04
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	609	Liquor Stores	$33.90
139127	MN Office of Enterprise	W16100673	State Phones	609	Liquor Stores	$70.36
139127	MN Office of Enterprise	W16100673	State Phones	609	Liquor Stores	$70.36
139129	Muzak	52816992	Dec 2016 Music - West	609	Liquor Stores	$79.81
139129	Muzak	52816137	Dec 2016 Music - East	609	Liquor Stores	$65.44
139132	New France Wine Comp	115358	Merchandise for Resale	609	Liquor Stores	$88.00
139132	New France Wine Comp	115358	Merchandise for Resale	609	Liquor Stores	$1.50
139136	Paustis & Sons	8569897-IN	Merchandise for Resale	609	Liquor Stores	$16.25
139136	Paustis & Sons	8569900-IN	Merchandise for Resale	609	Liquor Stores	$1,044.00
139136	Paustis & Sons	8569897-IN	Merchandise for Resale	609	Liquor Stores	$1,181.01
139136	Paustis & Sons	8569900-IN	Merchandise for Resale	609	Liquor Stores	$15.00
139137	Pepsi Cola	28677662	Merchandise for Resale	609	Liquor Stores	$234.20
139138	Phillips Wine & Spirits	2076080	Merchandise for Resale	609	Liquor Stores	$438.90
139138	Phillips Wine & Spirits	2076081	Merchandise for Resale	609	Liquor Stores	$1,078.20
139138	Phillips Wine & Spirits	2078857	Merchandise for Resale	609	Liquor Stores	$159.90
139138	Phillips Wine & Spirits	2076082	Merchandise for Resale	609	Liquor Stores	$47.50
139138	Phillips Wine & Spirits	2078858	Merchandise for Resale	609	Liquor Stores	$112.00
139138	Phillips Wine & Spirits	250210 CM	Merchandise for Resale	609	Liquor Stores	($52.75)
139138	Phillips Wine & Spirits	2072185	Merchandise for Resale	609	Liquor Stores	$204.50
139138	Phillips Wine & Spirits	250726 CM	Merchandise for Resale	609	Liquor Stores	($112.00)
139138	Phillips Wine & Spirits	2072183	Merchandise for Resale	609	Liquor Stores	$1,189.00
139138	Phillips Wine & Spirits	2072182	Merchandise for Resale	609	Liquor Stores	$250.15
139138	Phillips Wine & Spirits	250873 CM	Merchandise for Resale	609	Liquor Stores	($39.00)
139138	Phillips Wine & Spirits	2072186	Merchandise for Resale	609	Liquor Stores	$1,551.91
139138	Phillips Wine & Spirits	2076083	Merchandise for Resale	609	Liquor Stores	$1,363.55
139140	Presto Graphics	57112	Football Flyers	609	Liquor Stores	$26.10
139140	Presto Graphics	57112	Football Flyers	609	Liquor Stores	$26.10
139140	Presto Graphics	57157	Football Flyers	609	Liquor Stores	$26.10
139140	Presto Graphics	57157	Football Flyers	609	Liquor Stores	$26.10
139141	Red Bull Distribution Co	K-20503844	Merchandise for Resale	609	Liquor Stores	$212.50
139143	Replenishment Solutions	1820625	Merchandise for Resale	609	Liquor Stores	$325.00
139143	Replenishment Solutions	1820627	Merchandise for Resale	609	Liquor Stores	$455.00
139144	RJM Distributing Inc.	IND012179	Merchandise for Resale	609	Liquor Stores	$48.00

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
139147	Shamrock Group, Inc	2061873	Merchandise for Resale	609	Liquor Stores	$173.60
139147	Shamrock Group, Inc	2061873	Merchandise for Resale	609	Liquor Stores	$2.00
139147	Shamrock Group, Inc	2063514	Merchandise for Resale	609	Liquor Stores	$53.20
139147	Shamrock Group, Inc	2064870	Merchandise for Resale	609	Liquor Stores	$72.40
139147	Shamrock Group, Inc	2068308	Merchandise for Resale	609	Liquor Stores	$27.60
139150	Southern Wine & Spirits	1186181 CM	Merchandise for Resale	609	Liquor Stores	($44.00)
139150	Southern Wine & Spirits	1477278	Merchandise for Resale	609	Liquor Stores	$3,080.09
139150	Southern Wine & Spirits	1474575	Merchandise for Resale	609	Liquor Stores	$2,960.43
139150	Southern Wine & Spirits	9085756 CM	Merchandise for Resale	609	Liquor Stores	($80.00)
139150	Southern Wine & Spirits	1479001	Merchandise for Resale	609	Liquor Stores	$560.00
139150	Southern Wine & Spirits	1477279	Merchandise for Resale	609	Liquor Stores	$424.00
139150	Southern Wine & Spirits	1474576	Merchandise for Resale	609	Liquor Stores	$210.00
139150	Southern Wine & Spirits	1479002	Merchandise for Resale	609	Liquor Stores	$1,948.00
139150	Southern Wine & Spirits	1474577	Merchandise for Resale	609	Liquor Stores	$3,842.82
139150	Southern Wine & Spirits	1477281	Merchandise for Resale	609	Liquor Stores	$578.00
139150	Southern Wine & Spirits	1477280	Merchandise for Resale	609	Liquor Stores	$1,187.11
139150	Southern Wine & Spirits	1474578	Merchandise for Resale	609	Liquor Stores	$72.00
139155	The Wine Company	20286	Merchandise for Resale	609	Liquor Stores	$624.00
139155	The Wine Company	20286	Merchandise for Resale	609	Liquor Stores	$9.90
139156	Thorpe Dist. Company	138-99 CM	Merchandise for Resale	609	Liquor Stores	($47.25)
139156	Thorpe Dist. Company	138-103	Merchandise for Resale	609	Liquor Stores	$8.00
139156	Thorpe Dist. Company	1177559	Merchandise for Resale	609	Liquor Stores	$4,306.92
139156	Thorpe Dist. Company	1177215	Merchandise for Resale	609	Liquor Stores	$520.00
139156	Thorpe Dist. Company	1175069	Merchandise for Resale	609	Liquor Stores	$41.60
139156	Thorpe Dist. Company	1173840	Merchandise for Resale	609	Liquor Stores	$7,720.00
139156	Thorpe Dist. Company	1170472	Merchandise for Resale	609	Liquor Stores	$37.86
139156	Thorpe Dist. Company	1170472	Merchandise for Resale	609	Liquor Stores	$805.32
139156	Thorpe Dist. Company	138-94	Merchandise for Resale	609	Liquor Stores	$88.00
139156	Thorpe Dist. Company	1170471	Merchandise for Resale	609	Liquor Stores	$7,848.53
139156	Thorpe Dist. Company	1173841	Merchandise for Resale	609	Liquor Stores	$9,678.55
139156	Thorpe Dist. Company	1170471	Merchandise for Resale	609	Liquor Stores	$84.00
139156	Thorpe Dist. Company	138-95	Merchandise for Resale	609	Liquor Stores	$64.00
139156	Thorpe Dist. Company	1173840	Merchandise for Resale	609	Liquor Stores	$36.00
139156	Thorpe Dist. Company	138-96	Merchandise for Resale	609	Liquor Stores	$24.00
139163	Vinocopia, Inc.	0166366-IN	Merchandise for Resale	609	Liquor Stores	$440.00

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
139163	Vinocopia, Inc.	0166365-IN	Merchandise for Resale	609	Liquor Stores	$440.00
139163	Vinocopia, Inc.	0166365-IN	Merchandise for Resale	609	Liquor Stores	$10.00
139163	Vinocopia, Inc.	0166366-IN	Merchandise for Resale	609	Liquor Stores	$7.50
			Fund Total			$164,973.93
139085	Center Point Energy	80000141517 Nov 16	Gas Utility	614	Golf	$110.59
139085	Center Point Energy	80000141517 Nov 16	Gas Utility	614	Golf	$84.30
139087	Cintas	470835336	Uniforms	614	Golf	$28.37
139087	Cintas	470831893	Uniforms	614	Golf	$28.03
139087	Cintas	470838865	Uniforms	614	Golf	$28.37
139087	Cintas	470828447	Uniforms	614	Golf	$28.03
139090	City of Roseville	0222192	Nov 2016 Phones	614	Golf	$45.56
139090	City of Roseville	0222192	Nov 2016 Phones	614	Golf	$48.92
139093	Comcast	0226193 Nov 2016	Cable / Internet	614	Golf	$27.00
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	614	Golf	$67.05
139127	MN Office of Enterprise	W16100673	State Phones	614	Golf	$68.75
139127	MN Office of Enterprise	W16100673	State Phones	614	Golf	$4.13
139133	Nike Golf	995170307	Merchandise for Resale	614	Golf	$80.88
139154	The Home Depot	6012433	Supplies	614	Golf	$91.08
139154	The Home Depot	3220414	Supplies	614	Golf	$502.21
139161	Verizon Wireless	9775674066	Communications	614	Golf	$270.07
139161	Verizon Wireless	9775674066	Communications	614	Golf	$44.14
			Fund Total			$1,557.48
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	617	Recycling	$17.46
139162	Vicki Violet	11/28/2016	Trailer Lock	617	Recycling	$26.77
			Fund Total			$44.23
139075	American Tire Distributor	S082956992	Tires Unit 473	701	Vehicle Mainte	$507.88
139085	Center Point Energy	80000141517 Nov 16	Gas Utility	701	Vehicle Mainte	$62.72
139086	Chemsearch	2516326	Parts / Supplies	701	Vehicle Mainte	$863.13
139087	Cintas	470838860	Mats / Misc	701	Vehicle Mainte	$85.22
139087	Cintas	470835331	Mats / Misc	701	Vehicle Mainte	$85.22
139090	City of Roseville	0222192	Nov 2016 Phones	701	Vehicle Mainte	$26.50
139096	Dehn Oil Company Inc	25094224	Gasohol / Diesel	701	Vehicle Mainte	$6,092.29
139098	East Main Auto & Tire	35193	Service Unit 415	701	Vehicle Mainte	$451.84
139098	East Main Auto & Tire	35143	Oil Change Unit 415	701	Vehicle Mainte	$35.95
139098	East Main Auto & Tire	35133	Service Unit 417	701	Vehicle Mainte	$436.63

Bill List for December 5, 2016

Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
139098	East Main Auto & Tire	35228	Oil Change Unit 423	701	Vehicle Mainte	$35.95
139098	East Main Auto & Tire	35218	Service Unit 420	701	Vehicle Mainte	$348.95
139100	Factory Motor Parts Co.	6-1459637	Parts / Supplies	701	Vehicle Mainte	$329.61
139100	Factory Motor Parts Co.	6-1459638 CM	Battery Core	701	Vehicle Mainte	($33.00)
139100	Factory Motor Parts Co.	6-1459365	Parts / Supplies	701	Vehicle Mainte	$460.30
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	701	Vehicle Mainte	$39.00
139123	Menard Cashway Lumbe	32197	Parts / Supplies	701	Vehicle Mainte	$27.26
139128	MN Trucking Association	70502	Vehicle Inspection	701	Vehicle Mainte	$271.50
139134	Northern Safety Technol	42429	Parts / Supplies	701	Vehicle Mainte	$121.80
			Fund Total			$10,248.75
139090	City of Roseville	0222145	Nov 2016 IT Svc	702	IT	$13,641.33
			Fund Total			$13,641.33
139109	HealthPartners INS	69057646	Health Insurance - Dec 2016	715	Insurance	$61,131.11
			Fund Total			$61,131.11
139149	Sign Station	10817	Heritage Signs	804	Escrow Funds	$1,128.00
			Fund Total			$1,128.00
139120	LIFE INSURANCE COM	SGD603645 11/1/16	LTD Ins Nov 2016	830	HRA	$18.39
			Fund Total			$18.39
			Grand Total			$479,015.05

COUNCIL MEMO FORM

6.2

Meeting Date	12-05-2016
Agenda Section	Consent Agenda
Item Description	Monthly Council Calendars
Submitted By	Amy Oehlers, City Clerk

CONSENT AGENDA

Consent agenda contains several separate items which are acted upon by the Council in one motion. Upon request, any Consent Agenda item may be removed, and if necessary, placed somewhere else on the agenda or on a future agenda for Council discussion & action.

BACKGROUND INFORMATION

Attached are the proposed meeting calendars/schedule(s).

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

Approval of the Consent Agenda will mean approval of the City Council Calendars/Schedule(s), as may be amended from time to time.

ANOKA CITY COUNCIL CALENDAR
December

Saturday	03	Anoka Downtown Hometown Christmas (various events including **Christmas Tree Lighting is at 6pm**, Bonfire)	River Plaza @ Anoka City Hall	3:00 p.m. – 7:00 p.m
Monday	05	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Friday	09*	Anoka City Staff-Holiday Party	Green Haven Golf Course & Event Center	11:30 a.m. – 1:30 p.m.
Thursday	15*	Federal Cartridge Holiday Party	Federal Cartridge in Anoka	Noon
Monday	19	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Fri/Mon	23/26	Christmas Holiday Break	City Offices Closed	All Day

ANOKA CITY COUNCIL CALENDAR

Monday	02	Closed for Holiday	City offices	All Day
Tuesday	03	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Monday	16	Closed for Holiday	City Offices	All Day
Tuesday	17	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Monday	23	City Council Worksession	City Council Worksession Rm	5:00 p.m.
Friday - Sunday	27-29*	Anoka Winterfest	Green Haven Golf Course & Event Center, 2800 Greenhaven Rd, Anoka	Varies

COUNCIL MEMO FORM

7.1

Meeting Date	December 5, 2016
Agenda Section	Reports of Officers, Boards and Commissions
Item Description	Parks & Recreation Board; Aquatic Center Annual Report
Submitted By	Lisa LaCasse, Public Services Administrator

BACKGROUND INFORMATION

The Anoka Aquatic Center Annual Report for the 2016 season is included in your packet. The report was presented to and accepted by the Park & Recreation Advisory Board on Tuesday, November 15, 2016.

A few of the season high lights are provided out below.

We had one of the best opening weekends that I can remember with nearly 1,000 patrons on Memorial Day. July's open swim attendance had the lowest attendance total recorded and the season total was the 3rd lowest open swim attendance recorded in the past 11 years.

1980 Season Passes sold (74 less than 2015)
- 134 Individual Passes
- 315 Dual Passes
- 1501 Additional passes
- 30 Senior passes

1236 Swim Lesson Participants (capacity of 1598)
- 228 Residents
- 980 Non-Residents
- 261 Classes Offered, 242classes held
- 77% program capacity
- 32 Private Lesson Students
- 724 Web registrations, 522 office registrations

772 households represent the 1980 individual pass holders. Pass holders accounted for 40% of the daily attendance for open swim with 13,843 patrons recorded out of a total of 36,366 open swim attendance. This falls within the typical attendance 40 – 43% of patrons are season pass holders and 57 – 60% of visitors pay admission.

Swim lessons had an increase of 153 participants from last year with 1,236 participants. We provided private lessons to 32 individuals which is more private lessons than we have ever done in a single season. Staffing had a big turn over this season resulting in a loss of more than half of the certified swim instructors from 2015. For the first time, the City paid the course fee ($280 each) for 7 staff members to attend swim instructor. I had staff interested in teaching lessons but were unwilling or able to pay the fee out of pocket. I anticipate needing to pay for this training in future seasons to ensure the City has qualified instructors to provide the program.

In the master fee schedule, you will see that I am recommending a $6 increase to both the Learn to Swim Levels 2 – 6 and Preschool/Adult swim lesson pricing. Even with this increase, our prices are still well below most of our competitors. In addition, I am recommending the elimination of the "semi-private" lesson option and a decrease to the fee for lifeguard training because the Red Cross now offers a digital download for the text book (a savings of $40). The final page of the pool report provides the swim lesson pricing comparison.

FINANCIAL IMPACT

Increase revenues without adversely impacting the number of participants

COUNCIL ACTION REQUESTED

Staff requests a motion to accept the Aquatic Center Annual Report.

Anoka Aquatic Center

2016 Annual Report

Lisa LaCasse
Public Services Administrator

Approved by the Anoka Parks and Recreation Advisory Board on November 15, 2016

Season Summary

This season started off strong with warm weather and great attendance over Memorial Day Weekend. June temperatures fluctuated and so did daily admission attendance. The Tuesday/Thursday evening swim lessons in June were impacted by thunderstorms preventing classes from entering the water on 3 different dates.

July open swim attendance was lower than normal despite decent temperatures and August attendance only rebounded slightly. Swim lesson registrations for all 4 evening sessions surpassed previous seasons and overall season pass purchases were about average.

2016 Schedule

Pre-Season *May 28 – June 9*

Saturdays & Sundays	12:00pm – 7:00pm
Memorial Day	12:00pm – 7:00pm
Monday – Friday	3:00pm – 7:00pm

Regular Season *June 10 – August 21*

Monday – Thursday	12:00pm – 7:00pm
(July 4 – 14 hours extended to 8pm)	
Friday & Saturday	11:00am – 8:00pm
Sunday	11:00am – 7:00pm

Post Season *August 22 – 28*

Daily	12:00pm – 7:00pm

This schedule was published in the spring and summer issues of the Anoka City View Newsletter, on the city website, and on all published/printed materials.

The facility was scheduled to be open from May 28 – August 28. The published open swim schedule indicated that the facility would close on August 28 due to the anticipated issues with staffing availability after this date. Most area colleges/universities start classes before Labor Day, and some as early as mid-August. In addition, a local private high school started classes August 22 and the fall sports began practicing the same date.

Staff availability into September has been an increasing issue and is not unique to Anoka. Several other metro aquatic facilities closed on or before August 28 due to the same staffing issues.

Metro Aquatic Facility 2016 Season End Dates

Bunker Beach (Anoka Co)	Sept 5 Last day
Como Park Pool (City of St. Paul)	Sept 5 Last day
Cascade Bay (City of Eagan)	Aug 28 Last day, offered reduced hours 1-5pm 8/29 – 9/5
Anoka Aquatic Center	Aug 28 Last day
St. Louis Park Aquatic Center	Aug 28 Last day
Apple Valley Aquatic Center	Aug 28 Last day
North Commons Water Park	Aug 28 Last day
Bloomington Aquatic Center	Aug 21 Last day, offered weekends only 8-28/29 & 9-3/4/5
Jim Lupient Water Park (Minneapolis)	Aug 21 Last day, offered reduced hours 8/22 – 9/5
Webber Natural Swim Pool	Aug 21 Last day, offered reduced hours 8/22 – 9/5
New Hope Pool	Aug 21 Last day
Crystal Cove Aquatic Center	Aug 21 Last day
Edina Aquatic Center	Aug 21 Last day

Budget

Revenues exceeded projections in all areas. We sold nearly 2,000 season passes, served more than 1,200 kids in swim lessons, and had 20,700 people pay daily admission. The increase in the federal minimum wage impacted budgeted part-time salary expenses.

The graphic below represents expenses paid and revenues collected as of Monday October 31, 2016. There should not be any additional revenues collected, but there are some additional budgeted expenses that have not yet been paid. If those expenses meet 100% of budget allocation there will be a shortfall of about $24,000.

10/31/2016	Budget	Year to Date Actual	% of Budget
Revenue	249,100.00	273,281.82	109.71
Expense	312,080.00	274,178.97	87.86
Total	(62,980.00)	(897.15)	

The itemized budget detail on the next page includes the estimated final expenses and provides a budget comparison of the past 9 seasons. The financial data will be updated prior to the report being presented to council.

Budget Comparison

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	2016	2015	2014	2013	2012	2011	2010	2009	2008
Revenue									
Daily Admissions	$ 131,426	$ 138,944	$ 114,153	$ 127,787	$ 131,490	$ 131,727	$ 121,220	$ 95,883	$ 112,909
Season Passes	$ 73,788	$ 71,998	$ 70,280	$ 70,630	$ 72,424	$ 53,967	$ 51,200	$ 49,179	$ 50,876
Swim Lessons	$ 64,318	$ 57,467	$ 50,233	$ 49,994	$ 52,349	$ 46,830	$ 44,504	$ 39,461	$ 33,872
Conc. / Retail	$ 6,116	$ 7,365	$ 5,488	$ 6,417	$ 5,926	$ 7,299	$ 5,640	$ 7,597	$ 9,038
Gift Certificates	$ 329	$ 101	$ (404)	$ (233)	$ (1,475)				
Discounts	$ (3,092)	$ (3,488)	$ (3,724)	$ (809)	$ (1,127)				
Credit Card Fees	$ 399	$ 190	$ 241	$ 284	$ 6,614				
Ramsey/Andover			$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000
	$ 273,282	$ 272,576	$ 236,267	$ 254,070	$ 266,201	$ 239,823	$ 222,564	$ 192,120	$ 210,695
Expenses									
Full Time Employees	$ 23,500	$ 23,788	$22,983	$20,814	$17,822	$14,591	$18,944	$ 27,000	$ 19,800
Seasonal Employees	$ 150,059	$ 139,440	$136,386	$137,238	$150,104	$145,819	$143,969	$ 129,313	$ 131,206
Labor Transfers	$ 5,916	$ 7,373	$5,020	$7,780	$5,921	$7,518	$5,111	$ 2,465	$ 1,017
PERA	$ 2,000	$ 2,223	$1,930	$2,056	$1,691	$1,598	$1,705	$ 1,800	$ 1,300
FICA	$ 13,500	$ 12,937	$12,406	$12,624	$13,199	$12,707	$12,795	$ 12,137	$ 11,600
Hospital/Life/HAS	$ 2,350	$ 2,987	$3,144	$2,698	$2,845	$3,179	$2,999	$ 2,250	$ 2,054
Advertising	$ 2,200	$ 2,391	$1,751	$2,207	$2,170	$9,310	$2,859	$ 2,181	$ 2,577
Communications	$ 2,500	$ 2,500	$2,219	$1,805	$1,755	$1,438	$2,223	$ 2,500	$ 2,158
Data Processing	$ 2,780	$ 2,410	$2,410	$4,605	$1,247	$679	$375	$ 420	$ 420
Expert & Professional	$ 4,667	$ 2,905	$2,685	$3,260	$2,470	$5,810	$4,765	$ 3,338	$ 4,615
Training	$ 2,113	$ 350	$270	$270	$810	$0	$40	$ 518	$ 395
Insurance	$ 6,070	$ 11,940	$14,051	$12,640	$7,957	$6,199	$7,058	$ 2,400	$ 1,800
Maintenance	$ 17,931	$ 9,442	$15,597	$8,986	$18,604	$14,914	$11,532	$ 12,022	$ 15,268
Other / Miscellaneous	$ 6,200	$ 14,449	$9,384	$6,600	$5,772	$4,332	$3,683	$ 2,577	$ 3,892
Taxes & Licenses	$ 475	$ 640	$441	$441	$441	$519	$549	$ 509	$ 1,044
Utility Charges	$ 18,000	$ 17,677	$18,518	$21,528	$12,321	$17,533	$14,200	$ 30,000	$ 53,294
Vehicle Rental	$ 10,800	$ 9,442	$8,520	$8,115	$7,292	$5,423	$4,800	$ 1,160	
Commodity Purchase	$ 1,476	$ 1,462	$622	$751	$812	$1,776	$1,230	$ 228	$ 1,017
General Supplies	$ 13,390	$ 16,322	$15,109	$8,515	$22,803	$19,997	$18,153	$ 19,267	$ 13,671
Office Supplies	$ 2,090	$ 1,204	$330	$994	$622	$1,492	$1,222	$ 376	$ 1,395
Clothing/Uniforms	$ 2,282	$ 1,439	$1,373	$1,087	$1,626	$1,484	$1,710	$ 2,857	
Small Tools / Other	$ 410	$ 475	$6,442	$5,219	$0	$0	$497	$ 39	$ 498
Expense Total	*$ 290,708*	*$ 283,796*	$281,588	$270,233	$278,283	$276,317	$260,419	$ 255,357	$ 269,020
Over / (Short)	($17,426)	($11,219)	($45,321)	($16,162)	($12,082)	($36,494)	($37,855)	($63,238)	($58,325)
	Projected year end								

Estimated final expense

Season Pass Sales

A total of 1980 season passes were purchased this season, which is a decrease of 74 passes from 2015. As in previous seasons, we offered an early bird discount of 10% off the purchase of 2 more passes if purchased on or before May 30, 2016 totaling about $3,000 in discounts.

On average, season pass holders typically make up 40% of the daily admission participants at open swim and on average use their season pass 8 times during the summer. Typically, there are more season pass holders at open swim on week days than on the weekends.

The aquatic center is not equipped with the technology to track individual pass usage, but based on total season pass attendance and number of passes sold, each season pass holders could have used their pass at least 8 times. Like most season, about one hundred individuals never had their picture taken for their season pass ID card or never came back to pick up their season pass photo ID card after it was purchased/processed.

		Received 10% off Early Bird Discount (April 1 – May 30)		*Regular Price (June 1 – Aug 27)*	
Season Pass Type	**Price**	**Resident**	**Non-Resident**	**Resident**	**Non-Resident**
Individual	$45 each	N/a	N/a	51	83
Dual	$80 for first 2 people in household	36	34	89	156
Additional pass	$30 each additional in household	191	409	262	639
Senior pass (62+)	$25 each	3	3	4	20
	Total	230	446	406	898

Season Pass Sales History

Households	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
Anoka	265	303	258	281	285	264	272	248	303	323	319	356	304
Non-Residents	507	502	456	453	587	399	412	301	349	410	413	457	411
Total	772	805	714	734	872	663	684	549	652	733	726	813	729
Individuals													
Anoka	629	774	659	715	843	713	776	742	928	948	1109	1289	1199
Non-Residents	1318	1243	1268	1285	1749	1159	1122	469	424	527	370	420	391
Seniors	30	37	24	30	44	29	16	34	27	27	24	14	14
Total	1980	2,054	1,951	2,030	2,636	1,901	1,918	1,211	1,379	1,502	1,503	1,723	1,604
Revenue	$73,787	$71,988	$70,280	$70,363	$72,424	$53,967	$51,205	$49,179	$50,876	$54,848	$54,564	$57,001	$53,839

Open Swim Attendance

Overall, open swim attendance was the 3rd lowest of the last 11 years – with July being the lowest ever with just over 14,000 patrons. There was only one date (June 13, 89 degrees) where daily admission attendance was greater than 1000 people and there were only a handful of dates that attendance was above 900. We had fewer days in 2016 that the aquatic center was closed due to weather or had less than 300 people at the facility. Overall the weather was beautiful, but not hot. According to the weather statistics for the metro area we only experienced 90 degrees or warmer temperatures twice in June and four times in July. There were no 90 degree days in August.

June average temp 79
July average high temp 83
August average high temp 81

Attendance by Admission Category

	Opening Week-end Attendance	Paid Daily Admissions	Season Pass Holders	Living Social 2011 Promotion	Group	Open Swim Total	Swim Lesson Attendance	Total Bather Load	# of days w/ 1000+ total bather load	# of days w/ < 300 total bather load
2016	972	**20,788**	**13,843**	**0**	**1735**	**36,366**	**8985**	**45,351**	**6**	**23**
2015	76	23,884	16,895	0	1,361	42,140	8,634	50,774	9	35
2014	Not open - repairs	18,195	15,235	11 redeemed	1,374	34,804	10,552*	45,356	5	35
2013	Too cold to open	20,802	16,998	3 redeemed	1,604	39,407	9,825*	49,232	7	30
2012	1,420	22,887	22,618	18 redeemed	1,588	47,111	8,869	55,980	8	24
2011	542	21,920	17,915	2,914 sold	1,148	43,897	7,963	51,860	14	27
2010	2,065	21,693	18,334	N/a	2,540	42,567	7,538	50,105	11	31
2009	Too cold to open	16,307	12,874	N/a	2,085	31,266	6,630	37,896	4	28
2008	549	21,126	15,248	N/a	2,949	39,193	5,748	44,941	4	18
2007	199	19,508	17,208	N/a	2,243	38,959	6,605	45,564	4	29
2006	1,071	19,876	15,703	N/a	2,106	37,685	6,741	44,426	3	33

Open Swim Attendance

MAY / JUNE	**2016**	**2015**	2014	2013	2012	2011	2010	2009	2008	2007	2006
Total Attendance	12,165	13,238	9,175	10,242	16,844	9,579	11,047	10,096	10,272	13,203	10,593
Average Attendance	357	339	296	397	510	279	325	403	367	455	378
JULY											
Total Attendance	14,147	19,747	15,055	16,446	19,242	21,261	18,043	15,200	16,153	16,774	18,543
Average Attendance	456	637	486	530	621	672	582	490	521	541	598
AUG / SEPT											
Total Attendance	10,054	9,155	10,574	12,481	11,025	13,057	13,477	12,600	12,768	8,982	8,549
Average Attendance	372	305	352	403	344	379	385	371	425	281	259

Swim Instruction

The city served 1,236 participants and provided over 1,100 hours of swim instruction. In all 1,193 youth participated in 225 group lessons, 31 youth received private swim lessons, 8 adults participated in adult swim lessons, and 4 young adults were trained as lifeguards. The morning swim lesson program had 784 participants (59 more participants than 2015) and the evening swim lesson program had 411 participants (73 more participants than 2105).

	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005
Registrations	1,236	1,083	1,106	1,072	1,103	1,028	978	849	758	817	840	1052
Revenues	$64,318	$57,467	$50,233	$49,616	$52,349	$46,830	$44,504	$39,461	$33,872	$33,734	$32,840	$42,552

Swim Lesson Registration Statistics

		M – Th 8:00 – 11:45am (2 wks)				M/W or T/Th 6:00 – 8:45pm (4 wks)				Specialty Courses		
	Totals	C	D	E	H	A	B	F	G	Private Lessons	Junior Lifeguard	Lifeguard Training
Program Capacity	*1598*	*266*	*266*	*295*	*213*	*129*	*121*	*134*	*120*	*32*	*12*	*10*
Residents	*228*	*24*	*39*	*39*	*29*	*29*	*18*	*31*	*19*	*0*	*4*	*0*
Non-Residents	*980*	*191*	*196*	*140*	*126*	*64*	*74*	*92*	*83*	*31*	*2*	*4*
Total Participants	*1236*	*215*	*235*	*179*	*155*	*94*	*92*	*123*	*102*	*31*	*6*	*4*
% of capacity	*77*	*81*	*88*	*61*	*73*	*73*	*76*	*92*	*85*	*97*	*50*	*40*
# of kids on Waitlists	*14*	*3*	*1*	*3*	*3*	*2*	*1*	*0*	*1*	*6*	*0*	*0*
# of classes offered	*261*	*39*	*39*	*43*	*31*	*19*	*16*	*23*	*17*	*32*	*1*	*1*
# of cancelled classes	*19*	*1*	*1*	*10*	*3*	*1*	*3*	*0*	*0*	*0*	*0*	*0*
# of Web Registration	*724*	*155*	*142*	*98*	*93*	*66*	*54*	*62*	*48*	*0*	*6*	*0*
# of Office Registration	*522*	*60*	*93*	*91*	*62*	*28*	*38*	*61*	*54*	*31*	*0*	*4*

For the second season in a row we closed open swim at 7pm Monday – Thursday in order to create more openings for swim lessons. As seen in the chart above, closing earlier opened up enough pool space to offer more classes. Both the morning and evening swim lesson programs saw increases in registrations. This can be attributed to our low price for lessons and increased class offerings in the evening sessions. This season we also provided more private swim lessons than any previous season. We had 31 individual private lesson participants that were all non-residents.

Due to staff turnover from 2015 to 2016, we did not have enough certified swim instructors to meet the demand at the beginning of the season. In June, I sent 6 staff members to training to become certified Water Safety Instructors (WSI) which allowed me to offer more classes than had been previously advertised. The City paid the registration fee ($280 each) for the certification course.

The swim lesson program continues to have a strong draw from Ramsey, Andover and Coon Rapids, in addition to attracting many participants from Champlin, Isanti, Circle Pines, Spring Lake Park, Elk River, Brooklyn Park, Otsego and Monticello.

First Aid and Swimmer Assists

Staff completed 10 incident reports for minor injuries such as bloody noses, scrapes from trips/falls on the deck; ear squeeze pain, twisted ankle, and bumps and bruises from contact with posts or people.

There were 113 swimmer assists made by lifeguards. Despite staff efforts to enforce swimming tests, height limits, and forcing parents to swim with their young children the lifeguards are still needed to provide in-water assists (an average of 1 per day). The breakdowns of the 90 assists are as follows:

- 29 assists during swim tests for the diving well and/or adventure walk
- 44 patrons needed help at the bottom of the waterslide (ranging in age from 3 – 67 years)
- 2 assist in the diving well at the diving board
- 4 assists at the adventure walk
- 15 children that wandered out too deep in the zero depth and could no longer touch
- 1 serious incident resulting in the child being transported by ambulance

As I have explained in previous annual reports, swimmer education and rule enforcement are the first step to keeping people safe. By requiring swim tests at the adventure walk, diving board and climbing wall, staff have kept 100's of kids from the danger of jumping into water that was beyond their swimming ability. I would rather have a lifeguard enter the water to assist a child unable to complete a test than having to rescue a child in water deeper than their swimming

ability allows. When conducting a swim test, the lifeguard focuses their attention directly on that patron, which provides for an instantaneous response if assistance is needed.

Rule Enforcement

This was the second season with the new climbing wall. The climbing wall provides a safe yet challenging activity for swimmers climbing to maximum head height of 12' above the water level before dropping back down. We allowed 2 people to use the wall at a time so they could race each other. People were allowed to push off or jump away from the wall falling straight down or could push off so that they spun on their way into the water feet first – diving from or flipping backward off the wall is not allowed. Much like the diving board, people waited in line on the pool deck and entered the water after the previous user had exited the water. Everyone was required to perform the deep water swim test.

Managers consistently work with staff to achieve the delicate balance between being too strict with rule enforcement and preventing injuries. Unfortunately, patrons do not always appreciate that we are trying to keep them safe by restricting their "fun". My goal with rule enforcement is that every staff member can explain the "why" behind the rules when they are challenged by a patron. Despite reminders at safety breaks, being informed at the front desk upon entry, and lots of signage placed inside the locker rooms, adults seem to plead ignorance when they or their child are corrected for breaking a rule.

The rule that receives the most negative feedback is the requirement to be in the water with children 6 years old and younger. According to the pediatric stature charts, the average height of a 6 year old is 47". The deepest area of the zero depth pool is 48". In order for a 6 year old child to stand flat-footed on the bottom and be able to breathe in all areas of the zero-depth pool the child must be at least 54" tall (an additional 7" of height is needed so that their head is fully out of the water). I painted depth markings/height requirements on the walls of the lobby to aid peoples understanding of how deep different areas of the pool is in relation to their children's height. Even after arming people with this information, the lifeguards aided 16 children (age 3 – 6) that had wandered out too deep – most of these children did not have a parent/adult in the water near them. The parent of the child that required medical attention was sitting on the pool deck – the child was 4 years old.

Another rule of discontent surrounds lifejacket use. Anoka, as with the majority of public pools nationwide, only allows official Coast Guard Approved lifejackets to be worn in the pool during open swim periods. The issue arises because the chain stores all sell "instructional aides" and swimsuits with buoyancy pads built in. At first glance these items may resemble a lifejacket, but they are clearly marked by the manufacturer as "not a lifesaving device". The buoyancy in an instructional aide or buoy suit is different than that of a lifejacket and does not ensure that the individual will be able to safely float with their mouth above the surface of the water. Instructional aides are designed to float a child in a prone position to assist them while swimming, thus requiring the child to use their arms and legs for stability. It often takes coordinated motor skills for a child to keep their face out of the water while wearing one of these suits. A lifejacket is designed to float a person vertically and face up without assistance regardless of consciousness.

Vandalism

There were no major incidents of vandalism to report. Like always, staff found evidence of late night unauthorized swimming activities (alcohol bottles/cans, items in the bottom of the pool, etc). One of the neighbors called 911 for kids playing inside the facility in mid-September. The kids climbed the fence and ran away before police arrive.

Water Quality / Contamination

Each year staff handle several pool contaminations (fecal or vomit) this season was no exception. The MN Department of Health has very strict procedures for contamination for clean up. Severity of the incident requires different chemical intensities to be met, which in turn determines the duration of the closure. In severe contaminations the water must be "super- chlorinated" to ensure full eradication of the germs. Laboratory test indicate the cryptosporidium germ can live for up to 15 days in a pool maintained at normal chlorine levels after an incident. We do not give monetary refunds when facility closures occur, people that paid daily admission are offered a voucher that can be used another day. Season pass holders do not receive vouchers.

Concessions

I received notice at the end of October that Peake Promotions was no longer interested in providing the concession stand services for the aquatic center. Peake has been the concessionaire since 2006. The owner has had a significant change to her family and financial situation requiring her to find regular employment.

The concessionaire contract has included $3000 rent with a 5% monthly commission on daily revenues exceeding $300. I plan to evaluate what it will require for the city to take over concession services including product and staffing costs before pursuing a contract with a new provider. If economically feasible, it may be time for the city to consider taking this on or partnering with another organization to provide this service. Peake Promotions has offered to sell their coolers and food service equipment to the city or to a future contractor.

Capital Improvements / Facility Maintenance

Circulation Pump – the main filtration circulation pump was replaced fall of 2015 with 2016 as its first year of operation. The pumped failed at the end of the 2015 season. This was a piece of original 1998 equipment. Replacement was deemed to be more a more economical option than repair. The new pump should last at least 15 years.

Shade Umbrella –The canopy fabric of four umbrellas (last replaced in 2008) were replaced.

Water Heater (for locker room showers) – The water heater is original equipment and was recommended/budgeted for replacement; however, it operated without issue this season so the expense is being delayed until 2017.

Boat Slide – The boat slide was installed in 2003. Though still operational, it looks shabby due to UV damage and fading from the chlorine. I am planning the replacement of this item in 2017 as an effort to continue to keep the facility competitive with other facilities and looking new. Unfortunately, I am running into issue finding an apparatus that can be purchased and installed for the amount budgeted. Pool equipment is expensive. This purchase may need to be delayed or additional funds may need to be requested.

2017 Proposed dates/fees

Open Swim: *(weather permitting)*

Pre-Season *May 27 – June 8*
Sat May 27– Monday May 29 12:00pm – 7:00pm
Sat June3 & Sun June 4

Tue May 30 – Fri June 2 3:00pm – 7:00pm
Mon June 6 – Thu June 8

Regular Season *June 9 – August 27*
Monday – Thursday 12:00pm – 7:00pm
Friday, Saturday, Sunday 11:00am – 8:00pm

Extended Season *August 28– Sept 2*
Daily 12:00pm – 7:00pm
(Pool season will be extended to Sept 2 only if adequate lifeguard staffing is available)

Lap Swim
Morning Lap Swim
M – Th : 8 – 8:55am same dates as lessons

Daily Admission (sales tax included)

Adult and Youth over 42"	$7.00
Youth under 42" and Senior's	$5.00
Under 1 year	Free
Twilight Adult and Youth over 42"	$6.00
Twilight Youth under 42" and Sr's	$4.00
Group Rate (25+ people)	$5.50
	$5.13 tax exempt

Season Pass
Save 10% on two or more season passes (in same household) when purchased on or before May 29, 2017. (Purchases received by mail must be post-marked no later than May 29, 2017 to be eligible for discount).

First Pass	$45.00	+ sales tax
Second	$35.00	+ sales tax
Each additional	$30.00	+ sales tax
Seniors 62+	$25.00	+ sales tax
Dual (non senior)	$80.00	+ sales tax

Online processing fee	$3.95
Phone processing fee	$3.25

Fee is added to total transaction amount

Private Rental Rates *(add sales tax to fee)*

0 – 50	$150.00 / hour
51 – 150	$200.00 / hour
151 – 300	$300.00 / hour
301+	$550.00 / hour
Lap Pool – Swim Club	$75 per practice

Birthday Party Package:
Basic Package $85.00 + sales tax ($80)
10 youth and 2 adult chaperones
Includes t-shirt
$7.50 per additional participant

Swim Instruction:

Weekday 4 sessions
4 days per week for 2 weeks
8:00 a.m. – 11:45 a.m.

Evening 4 sessions
2 days per week for 4 weeks
6:00 p.m. – 8:45 p.m.

Session Fees:

Levels 2-6 $60.00 ($54.00)
8 classes 45 minutes each; 8 students / instructor

Pre-School, Level 1, & Adult $52.00 ($48.00)
8 classes 30 minutes each; 5 Students / instructor

Parent & Child $42.00
8 classes 30 minutes each; 10 pairs / instructor

Private Swim Lesson $96.00
4 classes 30-minute each

~~Semi-Private Swim Lesson~~ ~~$72.00 ea child~~
2 participants; 4 classes 30-minute each *eliminate option*

Junior Lifeguarding $90.00
For 11 – 14 year olds. American Red Cross course 25 hours, fee includes participant materials, and CPR certification ($25/participant paid to Red Cross for certification).

Lifeguard Training $160.00 ($200.00)
30-hour course, includes CPR mask
Add $40 text book hard copy – offered free as a digital download
($30/participant from fee is paid to Red Cross for certification fee)

2016 SWIM LESSON FEE COMPARISON

	Class Type	# of Classes	Class Length	Fee	Charge Per class	
City of Anoka	ARC Levels 2 - 6	8	45 min	$60.00	$7.50	
	ARC Preschool & Level 1	8	30 min	$54.00	$6.75	
	ARC Parent Child	8	30 min	$42.00	$5.25	
	Adult Lessons	8	30 min	$54.00	$6.75	
	Private Lessons	4	30 min	$96.00	$24.00	
	Lifeguard Training		28 hrs	$160.00	NA	
Dist #11 Comm Ed	Youth Levels 1-6	4	65 min	$75.00	$18.75	7 miles
	Parent and Child	4	40 min	$45.00	$11.25	
	Preschool	4	40 min	$60.00	$15.00	
	Private Lessons	4	30 min	$88.00	$22.00	
	Adult Lessons	1	40 min	$10.00	drop in fee	
City of Maple Grove	ARC Preschool	8	30 min	$99.00	$12.38	11 miles
	ARC Levels 1-6	8	45 min	$99.00	$12.38	
	ARC Parent Child	8	30 min	$99.00	$12.38	
	Private Lessons	6	30 min	$124.00	$20.67	
	Lifeguard Training		28 hrs	$255.00	NA	
City of Crystal	ARC Preschool	10	30	$49.00	$4.90	13 miles
	ARC Levels 1-6	10	45	$54.00	$5.40	
	ARC Parent Child	10	30	$49.00	$4.90	
	Lifeguard Training		28 hrs	$222.00	NA	
Elk River Comm Ed	ARC Levels 2-6	8	50 min	$69.00	$8.63	13 miles
	ARC Parent Child	8	25 min	$49.00	$6.13	
	ARC Preschool & Level 1	8	25 min	$49.00	$6.13	
	Private Lessons	6	25 min	$175.00	$29.17	
City of New Brighton	ARC Levels 1 - 6	8	30 min	$72.00	$9.00	18 miles
	Preschool & parent/child	8	30 min	$72.00	$9.00	
	Private	3	30 min	$99.00	$33.00	
St Louis Park Comm Ed	ARC Levels 1-6	7	45 min	$56.00	$8.00	22 miles
	ARC Parent Child	12	30 min	$84.00	$7.00	
	ARC Preschool	8	30 min	$56.00	$7.00	
	Adult	10	60 min	$80.00	$8.00	
Minneapolis Parks & Rec	ARC Levels 1-6	6	40 min	$55.00	$9.17	23 miles
	ARC Preschool	6	40 min	$55.00	$9.17	
	ARC Parent Child	6	30 min	$55.00	$9.17	
Forest Lake Comm Ed	ARC Levels 1 - 6	8	50 min	$61.00	$7.63	30 miles
	ARC Preschool	6	30 min	$59.00	$9.83	
	ARC Parent Child	6	30 min	$51.00	$8.50	
	Adult Lessons	8	60 min	$59.00	$7.38	
	Private Lessons	4	30 min	84	21	
	Lifeguard Training		28 hrs	$225.00	NA	

NON-American Red Cross Programs

				Fee	Per class $	
Swim America	all levels	10	30 min	$130.00	$13.00	.5 -11 miles
	all levels	8	30 min	$104.00	$13.00	
Martha Burns Swim School	All class levels	8	30 min	$170.00	$21.25	26 miles
	All class levels	4	30 min	$110.00	$27.50	
Hopkins & Medina	Private Lessons	4	30 min	$280.00	$70.00	
Foss Swim School	First Child	10	30 min	$205.00	$20.50	9 -13 miles
	2nd Child	10	30 min	$195.00	$19.50	
	3rd Child	10	30 min	$185.00	$18.50	
Blaine & Maple Grove	Private	10	30 min	$750.00	$75.00	
	New Family fee			$45.00		
City of Andover / YMCA	Non-Member Lessons	8	30 min	$100.00	$12.50	8 miles
	Member Lessons	8	30 min	$45.00	$5.63	
	Private Lessons (non-member)	3	30 min	$165.00	$55.00	
	Lifeguard Training		28 hrs	$220.00		

COUNCIL MEMO FORM

7.2.A

Meeting Date	December 5, 2016
Agenda Section	Planning Items
Item Description	ORD/Amending Chpt 74; Article IX, Division 1, Section 74-488 Walls, Fences, and Hedges (2nd Reading) RES/Summary Resolution; Chpt 74; Article IX, Division 1, Section 74-488 Walls, Fences, and Hedges
Submitted By	Stephanie, Associate Planner

BACKGROUND INFORMATION

This is the second reading of the proposed alterations to approved materials for fence construction. The City Council held a first reading on the proposed zoning ordinance amendments at their November 21, 2016 regular meeting. The Planning Commission discussed this item at their November 1, 2016 regular meeting, and recommended approval. Section (h)(1)(b) has been amended to read "Composite including plastic or simulated wood" as discussed during the first reading.

Fence permits are common applications for the City of Anoka. City Code does not address fence materials allowed by the City; however two most common materials used by applicants are chain link and wood. Currently, the only material discussion is Section 74-488 (h) and states "Cloth or canvas fences shall not be allowed. Barbed wire is not allowed in any residential district but may be installed in commercial or industrial districts…"

The lack of direction within the Code has created interpretation issues for Staff and has allowed unattractive fence materials to be used. Fences constructed in this manner have created an eye sore for neighboring properties. The Code attempts to protect neighboring properties by requiring the fence material (chain link, lumber, pickets, etc.) to be placed on the side of the fence facing adjacent property. This places the finished size of the fence towards the adjacent property owner.

This summer, Staff processed a code enforcement complaint from neighboring property owners concerned about the substandard materials used to construct the fence. Amending the ordinance would provide clear rules for Staff to pursue this and future complaints.

FINANCIAL IMPACT

Publication costs.

COUNCIL ACTION REQUESTED

1. Motion to Hold the Second Reading and adopt an ordinance to amend Chapter 74; Article IX, Division 1, Section 74-488 Walls, Fences, and Hedges.

2. Adopt the Summary Resolution for publication purposes.

2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

CITY OF ANOKA, MINNESOTA
ORDINANCE

ORD-2016-XXXX

AN ORDINANCE AMENDING CHAPTER 74; ARTICLE IX, DIVISION 1, WALLS, FENCES, AND HEDGES OF THE CODE OF THE CITY OF ANOKA, MINNESOTA

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

Section 1. **Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, and upon a review of a study conducted by City staff, amendments of Chapter 74, Article IX, Division 1, Walls, Fences, and Hedges, are hereby adopted, by an affirmative vote of a majority of the Anoka City Councilmembers present, to read as Exhibit A, hereto attached, with stricken text removed and highlighted, underlined text inserted into existing code:**

Section 2: This Ordinance shall be in full force and effective upon passage and seven (7) days after publication.

ATTEST:

Introduced: November 21, 2016
Adopted: _____
Published: _____
Effective: _____

_____
Phil Rice, Mayor

_____
Amy T. Oehlers, City Clerk

	Aye	Nay	Abstain	Absent
Rice				
Anderson				
Freeburg				
Schmidt				
Weaver				

Chapter 74. Zoning

ARTICLE IX. Supplemental Regulations

DIVISION 1. Generally

Section 74-488. Walls, fences, and hedges.

(a) A fence is defined, for the purpose of this section, as any partition, structure, wall, or gate erected as a divider marker, barrier or enclosure and located along the boundary, or within the required yard. For the purpose of this section, a fence shall not include naturally growing shrubs, trees or other foliage.

(b) No fence shall be erected or substantially altered in the city without securing a permit from the building inspector. All such permits shall be issued upon a written application which shall set forth the type of fence to be constructed, the material to be used, height, and exact location of the fence. A fee as determined by the City Council shall be paid with each application.

(c) Fences, when constructed to enclose any lot or tract of land, shall be located in such a way that the entire fence shall be on the property of the owner. Posts and framework shall be placed within the property lines of the owner and the actual fencing material, such as chain link, lumber, pickets, etc., shall be placed on the side of the fence which faces the street or adjacent property.

(d) No fence shall be allowed or constructed on street rights-of-way. Fences may, by permit, be placed on public utility easements so long as the structures do not interfere in any way with existing underground or over ground utilities. The City or any utility company have authority to use such easements, shall be not be liable for repair or replacement of such fences in the event they are moved, damaged or destroyed by virtue of the lawful use of such easement.

(e) In single and two-family residential districts, no fence may exceed four feet in height above the ground level, in front of the front line of the residential structure, along any street or highway right-of-way, or in the front yard as defined by this chapter. In these two districts, fences along the side lines to the rear line, including rear lines abutting street or highway right-of-way, may not exceed six feet in height above the ground level.

(f) The required front yard of a corner lot shall not contain any fence which may cause danger to traffic on a street or public road, by obscuring driver's view. On corner lots, no fence shall be permitted within the intersection sight distance triangle.

(g) Off-street parking and loading zones and landscaped areas for nonresidential and for multiple-family residential development adjoining one- or two-family residence districts shall be screened by a minimum of six-foot high fence and/or a planting buffer screen. Plans of such screen or fence shall be submitted for approval as part of the site plan review by the Planning Commission and the City Council. Such plans shall be part of the application for a building permit and such fence or landscaping shall be installed as part of the initial construction and be maintained in a sightly condition, compatible with the surrounding area.

(h) Every fence shall be constructed in a workmanlike manner and of substantial material reasonably suited to the purpose for which the fence is to be used. ~~Cloth~~

~~or canvas fences shall not be allowed.~~ Barbed wire is not allowed in any residence district but may be installed in commercial or industrial districts with approval by the building inspector. ~~Every fence shall be maintained in a condition of good repair and shall not be allowed to become and remain in a condition which would constitute a public nuisance or a dangerous condition. The building inspector is authorized to notify the owner or owners of the condition and allow owner or owners 60 days in which to repair or demolish the fence.~~

(1) Fence Materials. The following fence materials are allowed in all residential districts unless otherwise stated in this chapter.

a. Treated wood, cedar, or redwood;
b. Composite including plastic or simulated wood;
c. Decorative brick or stone;
d. Wrought iron or aluminum designed to simulate wrought-iron;
e. Coated or non-coated chain link;
f. Split rail
g. Other materials or fence types as approved by the city.

~~(i)~~ ~~Fences shall be constructed in conformity with the wind, stress, foundation, structural and other requirements of the state building code when applicable.~~

(i) Every fence shall be maintained in a condition of good repair and shall not be allowed to become and remain in a condition which would constitute a public nuisance or a dangerous condition. The building inspector is authorized to notify the owner or owners of the condition and allow owner or owners 60 days in which to repair or demolish the fence.

~~(i)~~ (j) Fences shall be constructed in conformity with the wind, stress, foundation, structural and other requirements of the state building code when applicable.

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CITY OF ANOKA, MINNESOTA
RESOLUTION

RES-2016-xxx

WHEREAS, Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, the Anoka City Council has determined the sufficiency of publication of a Summary of the Ordinance which informs the public of the amendments made to the City Code. Publication of the title of the enactment and summary of the amendments shall be deemed to fulfill all legal publication requirements. The full text of the ordinance is available for public inspection in the office of the City Clerk or on the City website at www.ci.anoka.mn.us.

NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council hereby approves the following summary of an ordinance amending Chapter 74, Article IX, Division 1, Section 74-488, Walls, fences, and hedges of the Anoka City Code (ORD-2016-XXXX), removing stricken text and inserting underlined text.

CHAPTER 74. ZONING

ARTICLE IX. Supplemental Regulations.

Division 1. Generally.

Section 74-488. Walls, fences, and hedges.

(h) Every fence shall be constructed in a workmanlike manner and of substantial material reasonably suited to the purpose for which the fence is to be used. ~~Cloth or canvas fences shall not be allowed.~~ Barbed wire is not allowed in any residence district but may be installed in commercial or industrial districts with approval by the building inspector. ~~Every fence shall be maintained in a condition of good repair and shall not be allowed to become and remain in a condition which would constitute a public nuisance or a dangerous condition. The building inspector is authorized to notify the owner or owners of the condition and allow owner or owners 60 days in which to repair or demolish the fence.~~

(1) Fence Materials. The following fence materials are allowed in all residential districts unless otherwise stated in this chapter.

a. Treated wood, cedar, or redwood;
b. Composite including plastic or simulated wood;
c. Decorative brick or stone;
d. Wrought iron or aluminum designed to simulate wrought-iron;
e. Coated or non-coated chain link;
f. Split rail

g. Other materials or fence types as approved by the city.

~~(i)~~ ~~Fences shall be constructed in conformity with the wind, stress, foundation, structural and other requirements of the state building code when applicable.~~

(i) Every fence shall be maintained in a condition of good repair and shall not be allowed to become and remain in a condition which would constitute a public nuisance or a dangerous condition. The building inspector is authorized to notify the owner or owners of the condition and allow owner or owners 60 days in which to repair or demolish the fence.

~~(i)~~ (j) Fences shall be constructed in conformity with the wind, stress, foundation, structural and other requirements of the state building code when applicable.

BE IT FURTHER RESOLVED, that this amendment shall become effective seven (7) days after publication of this Resolution.

Adopted by the Anoka City Council this the _____ day of _____, 2016.

ATTEST:

_____ _____

Amy T. Oehlers, City Clerk Phil Rice, Mayor

COUNCIL MEMO FORM

7.2.B

Meeting Date	December 5, 2016
Agenda Section	Planning Items
Item Description	ORD/Amending Chapter 74; Article I, Section 74-2 Definitions & Chapter 74, Article V, Division 3, Section 74-236 B-1 Highway Business District, A-2016-27 (2nd Reading) RES/Summary Resolution; Chapter 74; Article I, Section 74-2 Definitions & Chapter 74; Article V, Division 3, Section 74-236 B-1 Highway Business District
Submitted By	Stephanie Rouse, Associate Planner

BACKGROUND INFORMATION

This is the second reading of the proposed alterations to add Wellness Center as a permitted use in the B-1 zoning district. The City Council held a first reading on the proposed zoning ordinance amendments at their November 21, 2016 regular meeting. The Planning Commission discussed this item at their November 1, 2016 regular meeting, and recommended approval.

Since the November 21st City Council meeting, the definition of a wellness center has been added to Chapter 74, Article I, Section 74-2 Definitions.

> Wellness Center: an establishment that offers a range of health services under one roof for the body and mind. Wellness centers include, but are not limited to, fitness, personal and group training, nutrition consulting, chiropractic, acupuncture, and holistic medicine.

When the original zoning code was written, the concept of wellness centers was not developed. Today, wellness centers are common business types that offer a range of services in one location. Types of services within a wellness center can include chiropractic, acupuncture, massage therapy, and medical services.

Wellness center has been added as a permitted use through recent zoning text amendments to the B-6, M-3, and East Main Street Sub-Districts 1-3. The proposed zoning text amendment would allow for wellness centers as a permitted use within the B-1 Highway Business District as well, a use that is similar to existing permitted uses within the district and would be established for the convenience of the community, providing multiple health related businesses at one location.

Along with the proposed addition of wellness centers, the permitted uses have been reorganized in alphabetical order to provide easier reference.

FINANCIAL IMPACT

Publication costs.

COUNCIL ACTION REQUESTED

1. Motion to Hold the Second Reading and adopt an ordinance to amend Chapter 74; Article I, Section 74-2 Definitions & Chapter 74; Article V, Division 3, Section 74-236 B-1 Highway Business District.

2. Motion to Approve Resolution Summary of an Ordinance amending Chapter 74; Article I, Section 74-2 Definitions & Chapter 74; Article V, Division 3, Section 74-236 B-1 Highway Business District.

2015 First Avenue, Anoka, MN 55303
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CITY OF ANOKA, MINNESOTA
ORDINANCE

ORD-2016-XXXX

AN ORDINANCE AMENDING CHAPTER 74; ARTICLE I, SECTION 74-2 DEFINITIONS & CHAPTER 74; ARTICLE V, DIVISION 3, HIGHWAY BUSINESS DISTRICT OF THE CODE OF THE CITY OF ANOKA, MINNESOTA

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

Section 1. Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, and upon a review of a study conducted by City staff, amendments of Chapter 74, Article I, Section 74-2 Definitions & Chapter 74, Article V, Division 3, B-1 Highway Business District, are hereby adopted, by an affirmative vote of a majority of the Anoka City Councilmembers present, to read as Exhibit A, hereto attached, with stricken text removed and highlighted, underlined text inserted into existing code:

Section 2: This Ordinance shall be in full force and effective upon passage and seven (7) days after publication.

ATTEST:

Introduced: November 21, 2016
Adopted: _____
Published: _____
Effective: _____

_____
Phil Rice, Mayor

_____
Amy T. Oehlers, City Clerk

	Aye	Nay	Abstain	Absent
Rice				
Anderson				
Freeburg				
Schmidt				
Weaver				

EXHIBIT A

CHAPTER 74. ZONING*

ARTICLE I. In General

Section 74-2. Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Abutting means making contact with or separated only by public thoroughfare, railroad, or public utility right-of-way.

Accessory building means a subordinate building, or a portion of the main building which is located on the same lot or parcel as the main building and the use of which is clearly incidental to that of the main building or to the use of the premises.

Accessory use or structure means a use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Addition means an extension or increase in floor area or height of a building or structure.

Address sign means a sign communicating street address only, whether written or in numerical form.

Advertising signs means a sign which directs attention to a business, commodity, service, activity or entertainment not necessarily conducted, sold or offered upon the premises where such sign is located.

Alley means a public right-of-way 33 feet or less in width, affording a secondary means of access to abutting property.

Animals domestic pets means dogs, cats, birds, and other commonly known house pets.

Apartment means a room or suite of rooms rented, leased, or similar tenancy, with cooking facilities available which is occupied as a residence by a single family, or a group of individuals living together as a single family unit. This includes any unit in buildings with more than two dwelling units.

Apartment Building means three or more dwelling units or apartments grouped in one building with a common entryway.

Automobile car wash means a building, or portion thereof, containing facilities for washing more than two automobiles, using production line methods, including, but not limited to, steam cleaning device or other mechanical devices.

Automobile repair means general repair, rebuilding or reconditioning engines, motor vehicles or trailers; collision service, including body, frame or fender straightening or repair; overall pointing or paint job; vehicle steam cleaning; upholstering.

Automobile service station means a place where gasoline, stored only in underground tanks; kerosene; motor oil and lubricants for operation of automobiles, are related directly to the public on premises, and including minor accessories and services for automobiles, but not including automobile major repairs and rebuilding.

Automobile wrecking or junk yard means any place where two or more vehicles not in running condition and/or not licensed, or parts thereof are stored in the open and are not being restored to

operation; or any land, building or structure used for wrecking or storing of such motor vehicles or parts thereof; and including any commercial salvaging and scavenging of any other goods, articles or merchandise.

Awning and *canopy* mean a structure made of cloth, metal, or other material affixed to a building in such a manner that the structure may be fixed, raised, or retracted to a position against the building.

Basement means a portion of a building partially underground but having less than half its floor to ceiling height below the average grade of the adjoining ground. Each room or area in a basement shall be at least 7½ feet from floor to ceiling.

Block means all property abutting one side of a street between the two nearest intersecting streets or other natural or manmade barriers.

Boarder and/or roomer mean a person who regularly receives room and/or meals at another's home for pay or services.

Boardinghouse (room or lodging house) means a building or dwelling unit other than a motel or hotel, where, for compensation and by prearrangement, meals, and/or lodgings are provided for three or more persons not to exceed 25 persons or such arrangements covers a minimum period of seven consecutive days.

Boathouse means a structure used solely for the storage of boats or boating equipment, and not used for habitation.

Brewery, Micro is a facility with a capacity to manufacture less than 15,000 barrels of alcoholic and nonalcoholic malt liquor a year. This definition does not include a brewpub.

Brewery, National is a facility with a capacity to manufacture over 250,000 barrels of alcoholic and nonalcoholic malt liquor a year. This definition does not include a brewpub.

Brewery, Regional is a facility with a capacity to manufacture between 15,000 and 249,999 barrels of alcoholic and nonalcoholic malt liquor a year. This definition does not include a brewpub.

Brewpub is a small brewery operated in conjunction with a bar or restaurant provided the beer is sold for consumption on the premises and not sold to other bars, restaurants or wholesalers, except that an establishment licensed under Minn. Stat. §304A.301, subd. 6(d) may sell “growlers” off-sale with appropriate City license.

Broadcasting antenna, radio and television means commercial, public or private broadcasting towers exceeding the district height limitations, or more than one tower of any height located on the same lot or parcel.

Buffer means the use of land, topography, difference in elevation space, fences, or landscape planting to screen or partially screen a use or property from another use or property, and thus reduce undesirable influences, such as site, glare, noise, dust, and other external affects.

Buildable area means the space remaining on a lot after the minimum setback, drainage provisions, ponding, compensatory storage, soils, open space and other site constraint requirements of this chapter have been met.

Building means any structure having a roof which may provide shelter, support, protection, or enclosure of persons, animals, or property of any kind, and when such structures are divided by party walls without openings, each portion of such building so separated shall be deemed a separate building.

Building height means the vertical distance to be measured from the grade of the building line to the top, to the cornice of a flat roof directly above the highest wall of a shed roof, to the uppermost point on a round or other arch type roof, to the average distance between the ride and the eave of the highest gable on a pitched or hip roof.

Building line means an imaginary line separating buildable area and the required yards as defined in this section.

Building line, shore land means a line measured across the width of the lot where the main structure is placed in accordance with setback provisions from the ordinary high water mark, as designated by the state department of natural resources.

Building setback means the minimum horizontal distance between the building and lot line or the normal high water mark, as designated by the department of natural resources.

Business means any occupation, employment or enterprise, wherein merchandise is exhibited or sold, or where services are offered for compensation.

Carport means an automobile shelter having one or more sides open.

Cellar means that portion of a building having more than one-half of the floor to ceiling height below the average grade of the adjoining ground. Each room or area in a cellar shall be at least 7½ feet from floor to ceiling.

Channel means a natural or artificial depression of perceptible extent, with definite bed and banks to confine and conduct water either continuously or periodically.

Church means a building, together with its accessory buildings and uses, where persons regularly assemble for religious worship and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain public worship.

Clear cutting means the removal of an entire stand of trees.

Club or *lodge* means a nonprofit association of persons who are bonafide members paying annual dues, use of premises being restricted to members and their guests. It shall be permissible to serve food and meals on such premises providing adequate dining room space and kitchen facilities are available.

Cluster housing means the development pattern and technique whereby structures are arranged in closely related groupings to make the most efficient use of natural amenities of the land.

Commercial use means activity involving the sale of goods or services carried out for profit.

Compost facility means a site or facility for the controlled microbial degradation of leaves and/or grass clippings to yield a humus-like soil conditioner product.

Comprehensive plan means a computation of goals, policy statements, standards, programs and maps for guiding the physical, social, and economic development, both public and private, as defined in the state municipal planning act, and includes any part of such plan separately adopted and any amendment to such plan or parts thereof.

Conditional use means a use classified as conditional generally may be appropriate or desirable in a specific zone, but requires approval because if not carefully located or designed, it may create special problems such as excessive height or bulk or abnormal traffic congestion.

Condominium means a form of individual ownership within a building which may entail joint ownership and responsibility for maintenance and repairs of the land and other common property of the building.

Corner lot means a lot situated at the junction of and fronting on two or more streets.

Covenant means a contract between two individuals which constitutes a restriction of a particular parcel of land.

Decorative masonry means individual units lain in and bound together by mortar, a masonry veneer, like brick masonry that is primarily decorative, not structural. Decorative masonry may include rock-faced concrete block, but not smooth surface concrete block.

Demolition debris means solid waste resulting from the demolition of buildings, roads, and other structures including, but not limited to concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock and plastic building parts.

Demolition debris land disposal facility means a site used to dispose of demolition debris.

Density means a number expressing the relationship of the number of dwellings to an acre of land.

Disposal facility means a waste facility that is designed or operated for the purpose of ultimate and complete disposal of waste on or in the land.

Distilled spirits means ethyl alcohol, hydrated oxide of ethyl, spirits of wine, whiskey, rum, brandy, gin, and other distilled spirits, including all dilutions and mixtures thereof, for non-industrial use.

District means a section of the City for which the regulations governing the height, area, use of buildings and premises are the same.

Diversion means a channel that intercepts surface water runoff and that changes the accustomed course of all or part of a stream.

Draining means the removal of surface water or groundwater from land.

Dredging means to enlarge or clean out a water body, watercourse or wetland.

Drive-in means any use where products and/or services are provided to the customer under conditions where the customer does not have to leave the car or where fast service to the automobile occupants is a service offered regardless of whether the service is provided within the building.

Dwelling unit means a residential building or portion thereof intended for occupancy by a single family.

Easement means a grant by a property owner for use of a strip of land by the public or any person for any specific purpose or purposes of construction and maintaining utilities, including, but not exclusive of the following: sanitary sewers, water mains, electric lines, telephone lines, other transmission lines, storm sewer, storm drainage ways, gas lines, other service utilities, etc.

Electronic Cigarette/Vaporizer Shop means a retail establishment that derives more than 50 percent of its gross revenue from the sale of any product, or any component part of a product, whether or not marketed or sold separately, containing or delivering, or designed to deliver, nicotine, lobelia, or any other substance intended for human consumption that can be used by a

person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product.

Energy recovery facility means a facility used to capture the heat value of solid waste for conversion to steam, electricity, or immediate heat by direct combustion or by first converting it into an intermediate fuel product.

Essential services means underground or overhead gas, electrical, steam or water distribution systems; collection, communication, supply or disposal system including poles, wires, mains, drains, sewer, pipes, conduits, cables, fire alarm boxes, traffic signals, hydrants or other similar equipment and accessories in conjunction therewith; but not including buildings or transmission services.

Family means an individual or a group of two or more persons each related by blood, marriage, adoption, or foster care arrangement living together as a single housekeeping unit, or a group of not more than four persons not so related, maintaining a common household, and using common cooking and kitchen facilities.

Fence means any partition, structure, wall, or gate erected as a divider marker, barrier or enclosure and located along the boundary, or within the required yard.

Floor area means the area included within the surrounding exterior walls of a building or portion thereof, including the sum of the gross horizontal areas of several floors of a building including interior balconies, mezzanines, basements, and attached buildings, exclusive of vent shafts, courts, utility rooms, stairs, escalators, or the like.

Floor area ratio means the numerical value obtained through dividing the gross floor area of a building or buildings by the lot area on which such building or buildings are located.

Frontage means the boundary of a lot which abuts an existing or dedicated public street.

Garage means an attached or detached accessory building that is designed primarily for parking and storage of vehicles.

Garage, public means any premises, except those described as a private garage, used for the storage or care of power driven vehicles or where any such vehicles are equipped for operation, repaired or kept for remuneration, hire or sale.

Garage, repair means a building or space for the repair or maintenance of vehicles, but not including factory assembly of such vehicles, auto wrecking establishments or junkyards.

Gasoline service station means any building or premises used for the dispensation, sale or offering for sale at retail of any motor fuels, oils, or lubricants. When the use is incidental to the conduct of a public garage, the premise is classified as a public garage.

General floodplain districts means those areas designated as unnumbered A Zones on the flood insurance rate map.

Grade (adjacent ground elevation) means the lowest point of elevation of the finished surface of the ground, paving or sidewalk within the area between the building and the property line, or when the property line is more than five feet from the building, between the building and a line five feet from the building.

Grading means changing the natural or existing topography of land.

Greenbelt means a planned barrier consisting of dense vegetation used for the purpose of separation and screening of land uses.

High water level means the high water elevation reached by the 1965 flood and set forth on the attached floodplain map.

Holiday signs means signs or displays which contain or depict a message pertaining to a national or state holiday, and no other matter.

Home occupation means any occupation or profession carried on by a member of the family residing on the premises, provided that the use is clearly incidental and secondary to the use of the dwelling for dwelling purposes, does not change the character of the dwelling, and does not utilize more than 25 percent of the building's gross floor area.

Hotel means any building or portion thereof where lodging is offered to transient guests for compensation and in which there are more than five sleeping rooms with no cooking facilities in an individual room or apartment.

House trailer means a vehicle, used or capable of being used for sleeping or living quarters for one or more persons, having no foundation other than wheels or jacks and propelled by its own or by another power-driven vehicle to which it may be attached.

Impervious Surface means an artificial or natural surface through which water, air or roots cannot penetrate.

Industrial solid waste means all solid waste generated from an industrial or manufacturing process and solid waste generated from nonmanufacturing activities such as service and commercial establishments. Industrial solid waste does not include office materials, restaurant and food preparation waste, discarded machinery, demolition debris, or household refuse.

Industrial solid waste land disposal facility means a site used to dispose of industrial solid waste in or on the land.

Initiation of Construction. The first placement of permanent evidence of a structure on a site pursuant to a duly issued building permit, such as the pouring of slabs or footings, or any work beyond the state of excavation, grading or demolition, including the relocation of a structure. “Initiation of Construction” does not include the installation of streets, walkways, sidewalks, or parking lots; the excavation for a basement, footings, piers, or foundations; or the installation on the property of temporary buildings, such as garages, sheds, or trailers.

Junk means, but is not limited to, old or scrap signs, copper, brass, rope, rags, batteries, rubber debris, waste, or junked, dismantled appliances or parts thereof, or wrecked automobiles, farm, or construction machinery or parts thereof, iron, steel, and other old or scrap ferrous or nonferrous material which is stored, disassembled or sold without being processed for recycling.

Junk Vehicle means any motor vehicle, part of a motor vehicle, or former vehicle stored which is (1) unusable or inoperable because of lack of or defects in component parts; (2) damage from collision, deterioration, or otherwise; (3) beyond repair, and, therefore, not intended for future use as a motor vehicle; (4) being retained on the property for possible use of salvageable parts; or (5) is not properly and currently licensed for operation.

Junkyard means an establishment, place of business, or place of storage or deposit, which is maintained, operated, or used for storing, disassembly, keeping, buying, or selling unprocessed junk or storing, keeping, buying, or selling wrecked, scrapped, ruined or dismantled motor vehicles for the purpose of selling used motor vehicle parts. Junkyard does not include a metal recycling facility.

Lot means land occupied or to be occupied by one principal building or use and its accessory buildings, together with such open spaces as are required under the provisions of this chapter, having not less than the minimum area required by this chapter for a building site in the district in which such lot is situated and having its principal frontage on a street, or a proposed street approved by the City Council.

Lot area means the land area within the lot lines.

Lot depth means the minimum horizontal distance between the front lot line and the rear lot line of a lot.

Lot, double frontage means an interior lot having frontage on two streets.

Lot, frontage means the front of a lot shall be that boundary abutting a public right-of- way.

Lot, interior means a lot other than a corner lot.

Lot, through means a lot fronting on two parallel streets.

Lot line means a lot line is the property line bounding a lot, except that where any portion of a lot extends into a public right-of-way or a proposed right-of-way, the line of such public right-of-way shall be the lot line.

Lot line, front means that boundary of a lot which abuts an existing or dedicated public street. In no case shall there be more than two front lot lines applied to any lot. Any other lines abutting a public right-of-way shall be designated by the zoning administrator as either a side or rear lot line.

Lot line, rear means that boundary of a lot which is opposite the front lot line. If the rear lot line is less than ten feet in length, or if the lot forms a point at the rear, the rear lot line shall be a line ten feet in length within the lot, parallel to, and at the maximum distance from, the front lot line.

Lot line, side means any boundary of a lot which is not a front lot line or a rear lot line.

Lot of record means any lot which is one unit of a plat duly approved and filed, or one unit of an auditor's subdivision or a registered land survey, that has been recorded in the office of the county recorder prior to January 18, 1965.

Lot width means the maximum horizontal distance between the side lot lines of a lot measured on or within the front yard setback requirements.

Marquee means a permanent roof-like structure extending from part of the wall of a building but not supported by the ground, and constructed of durable material such as metal or glass.

Mean flow level means the average flow elevation of a stream or river computed as the midpoint between extreme low and extreme high water.

Medical uses means those uses concerned with the diagnosis, treatment, and care of human beings. These include: hospitals, dental services, medical services, or clinic, nursing or convalescent home, orphan homes, rest home, sanitarium.

Merchandising services means the installation and setup of displays, signs, fixtures, cabinets, checkout, etc. that need to be installed in a retail environment. It may also include merchandising, stocking, retail surveys, point of sale integrity, space management analysis, consulting, retail plans, and label development.

Metal recycling facility means a facility at which recyclable materials are received and prepared or processed into a substantially different form and separated into the base component metals from which it is composed with the resulting metal product being shipped directly to consumers to be melted and made into new metal.

Metes and bonds description means a description of real property which is not described by reference to a lot or block shown on a map, but is described by starting at a known point and describing the bearings and distances of the lines forming the boundaries of the property or delineates a fractional portion of the section, lot or area by described lines or portions thereof.

Microdistillery means a distillery operated within the state producing premium, distilled spirits in total quantity not to exceed 40,000 proof gallons in a calendar year.

Mining means the extraction of sand, gravel, rock, soil or other material from the land in the amount of 1,000 cubic yards or more and the removal thereof from the site. For the purpose of this chapter, mining shall not include: the removal of materials associated with the construction of a building, the removal of excess materials in accordance with approved plats or utility and highway construction, minor agricultural and sod removal except as further regulated in this chapter.

Mining operation means the removal from the land of stone, sand and gravel, coal, salt, iron, copper, nickel, granite, petroleum products or other material for commercial, industrial, or governmental purposes.

Mixed municipal recyclable materials means materials that are separated from mixed municipal solid waste for the purpose of recycling, including items such as paper, glass, plastics, automobile oil and batteries. Refuse derived fuel, material destroyed by incineration or junk as defined by this chapter are not recyclable materials.

Mixed municipal recycling facility means a facility at which recyclable materials separated from mixed municipal solid waste are prepared for reuse in their original form or for use in manufacturing process that do not cause the destruction of the materials in a manner that precludes further use.

Mixed municipal solid waste means garbage, refuse and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection. Mixed municipal solid waste does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams.

Mobile homes, trailer coach, trailer or automobile trailer means any vehicle or structure designed and constructed in such a manner as will permit occupancy thereof as a dwelling, or sleeping quarters for one or more persons, or the conduct of any business or profession, occupation or trade for use as a selling or advertising device, and so designed that it is or may be mounted on wheels and used as a conveyance on highways or City streets, propelled or drawn by its own or other motive power, or it may be a structure as designed and constructed in such a manner that it can be transported in one or several segments by some other means other than its own power, excepting a device used exclusively upon stationary rails or tracks.

Mobile home park means any park, trailer park, trailer court, trailer camp, trailer camp site, court, lot, parcel or track of land designed, maintained or intended for the purpose of supplying a location or accommodations for any mobile home coach or mobile home coaches and upon which any mobile home coach or mobile home coaches are parked and shall include all buildings used or intended for use as part of the equipment thereof, whether a change is made for the use of the mobile home park and its facilities or not. "Mobile home park" shall not include automobile or

mobile home sales lots on which unoccupied mobile homes are parked for purposes of inspection and sale.

Mobile home stand means that part of an individual lot which has been reserved for the placement of a mobile home.

Mobile home unit means a section of ground in a mobile home park of not less than 5,000 square feet of unoccupied space in an area designed as the location for one mobile home, off-street parking space for two automobiles and other uses considered pertinent to the establishment and use of a mobile home residence as permitted by this chapter.

Motel means a building or groups of buildings used primarily for the temporary residence of motorists or travelers.

Multiple residence means three or more dwelling units in one structure.

Municipal water and sewer systems means utility systems serving a group of buildings, lots, or an area of the city, with the design and construction of such utility systems as approved by the director of public works.

Natural drainage system means all land surface areas which by nature of their contour configuration, collect, store, and channel surface water run-off.

Natural obstruction means any rock, tree, gravel or analogous material matter that is an obstruction and has been located within a water body, watercourse, or wetland by a nonhuman cause.

Noise means one, or a group of, loud, harsh non-harmonious sounds or vibrations that are present and irritating to the ear.

Noise, ambient means that all encompassing sounds associated with a given environment, which may be either a composite of sounds, transmitted by any means from many sources near and far or from a single-predominant source.

Noxious means matter which is capable of causing injury or is in any way harmful to living organisms, or is capable of causing detrimental effect upon the health, the physiological and social or economic well-being of human beings.

Nuisance is as defined in Chapter 38, Article II, 38-30 through 38-32.

Nursing home, rest home or *convalescent home* mean a building with facilities for the care of children, the aged, inform, or place of rest for those suffering bodily disorder, but not containing equipment for surgical care or for treatment of disease or injury. A nursing home shall be licensed by the state board of health, as provided for in Minn. Stats. § 144.50.

Off-street loading space means a space accessible from the street, alley, or way, in a building or on the lot, for the use of trucks while loading or unloading merchandise or materials. Such space shall be of such size as to accommodate one truck of the type typically used in the particular business.

Open sales lot means land devoted to the display of goods for sale, rent, lease, advertising, merchandising, or trade where such goods are not enclosed within a building, including, but not limited to, flea markets.

Open space means any open area not covered by structures or parking.

Open space, common means a parcel or parcels of land or an area of water not required for storage of the regional flood or a combination of such land and water area within the site designated for private open space for the sole benefit, use and enjoyment of the homeowners within a planned unit development or similar developments associated with common open space area.

Open space, private means any open space owned by a person or persons.

Open space, public means any open space publicly owned.

Open storage means storage of any material outside of the building and/or structure.

Orientation means the placement of a structure on its lot with regard to other structures, natural elements such as sun, window and impacts from noise, glare, and similar adverse elements.

Ordinary high water level means the boundary of public waters and wetlands, and shall be an elevation delineating the highest water level which has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly that point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial. For watercourses, the ordinary high water level shall be the elevation of the top of the bank of the channel. For reservoirs and flowages the ordinary high water level shall be the operating elevation of the normal summer pool.

Outdoor activities means outdoor activities such as loading and unloading from a vehicle to a commercial, manufacturing or processing use. Outdoor activities do not include an individual person(s) accessing individual mini-storage units.

Outdoor storage means the keeping of any goods, material, merchandise, or vehicles in the same location for more than seven (7) consecutive days outside of a building and/or structure. This includes storage yards for contractors, equipment, lumber, landscaping materials, construction materials and shipping materials.

Parking ramp means an accessory structure or use for the storage of motor vehicles at, below and/or above grade.

Parking space means an area of not less than 8½ feet in width and 20 feet in length, enclosed in the main building, in an accessory building, or unenclosed, sufficient in size to store one automobile which has adequate access to a public street or alley and permitting satisfactory ingress and egress of an automobile.

Party wall means a common wall which divides two independent structures.

Pedestrian way means a public or private right-of-way across or within a block, to be used by pedestrians.

Performance standards means criteria established to control environmental conditions such as, but not limited to, odor, smoke, toxic or noxious matter, vibrations, fire and explosive hazard, glare, runoff generated by or inherent in use of land or building.

Permitted use means a use which may be lawfully established in a particular district or districts, provided it conforms with all requirements, regulations, and performance standards (if any) of such districts.

Place of worship means a church, synagogue, temple, mosque, or other facility that is used for prayer by person of similar beliefs; a special-purpose building that is architectural designed and particularly adapted for the primary use of conducting formal religious services on a regular basis

Plan, comprehensive means a compilation of policy statements, goals, standards, and maps for guiding the physical, social and economic development, both private and public, of the municipality and its environs and may include, but is not limited to, the following: statements of policies, goals, standards, a land use plan, a community facilities plan, a transportation plan, and recommendations for plan execution. A comprehensive plan represents the planning agency's recommendations for the future development of the community.

Plan, concept means a report in map and text form submitted as the first step of a planning unit development (PUD) proposal, depicting the location, general purpose, general type of land use, and circulation pattern, primary relationship between site elements and between the proposed development and surrounding development, proposed general schedule of development and information on the proposed developer.

Plan, site means a map or graphics prepared to scale depicting the development of a tract of land, including, but not limited to, the location and relationship of the structures, streets, driveways, recreation areas, parking areas, utilities, landscaping, existing and proposed grading, walkways, and other site development information as related to a proposed development.

Planned unit development means a development, having two or more principal uses or structures on a single tract or tracts of land, developed according to a plan approved by the city, under single ownership or unified control. A planned unit development allows for flexibility not available under normal zoning district requirements. A planned unit development may include a combination of land uses.

Planning Commission means the duly appointed planning advisory group with duties as defined by Minnesota Statutes and the Anoka City Council.

Plaza means an open space that may be improved or landscaped, used for public purposes such as outdoor seating, outdoor gathering areas or landscaped courtyard, usually surrounded by streets and buildings and is not used for outdoor sales, storage or for a parking space or drive lane.

Practical difficulties means that the property owner proposes to use the property in a reasonable manner not permitted by this ordinance, the plight of the landowner is due to circumstances unique to the property not created by the landowner, and the variance, if granted would not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties. Practical difficulties also include access to direct sunlight for solar energy systems.

Plat means a map, graphics or drawing which graphically delineates the boundary of land parcels for the purpose of identification and record title. The plat is a recorded legal document and must conform to all state laws.

Prefabricated home means a non-mobile housing unit, the walls, floors and ceilings of which are constructed at a central factory and transported to a building site where final construction is completed, permanently affixing the unit to the site.

Principal structure or use means one which determines the predominant use as contrasted to accessory use or structure.

Principal use means the primary or main use of land or buildings as distinguished from subordinate, incidental or accessory uses.

Property line means the legal boundaries of a parcel of property which may also coincide with the right-of-way of a road, cartway and the like.

Public building means a building owned and operated by the City including but not limited to, fire stations, wells, City hall, public works, senior citizen facility and police facilities.

Public façade means side(s) of a building that is visible from and within two-hundred feet (200') of a public street, rail line, public park, public plaza or other public open space.

Public land means land owned or operated by municipalities, school district, county, state, or other governmental unit.

Public uses means uses owned or operated by municipal, school districts, county, state or other governmental units.

Public waters means any waters of the State which serve a beneficial public purpose, as defined in Minn. Stats. § 103F.511, subd. 8. However, no lake, pond, or flowage of less than ten acres in size and no river or stream having a total drainage area less than two square miles need be regulated by the municipality for the purposes of these regulations. A body of water created by a private user where there was no previous shore land, as defined in this section, for a designated private use authorized by the commissioner and the state department of natural resources shall be exempt from the provisions of these regulations.

Quadhome means a four unit multiple residence building with private entrances to each unit.

Reclamation, land means the improvement of land by the depositing of material to elevate the grade. Any parcel upon which 400 cubic yards or more of fill are deposited shall be considered as reclaimed land.

Registered land survey means a survey map of registered land designed to simplify a complicated metes and bounds description designating the land description into tract or tracts of registered land survey number.

Religious use means a structure or place in which worship, ceremonies, rituals, and education pertaining to a particular system of beliefs are held.

Residence means a building used exclusively as a home, except for accessory uses.

Riparian lot means a lot which has a front, rear, or sideline contiguous to or below the ordinary high water level of a river. Such line shall be the front lot line.

Road means a public right-of-way affording primary access by pedestrians in vehicles to abutting property whether designated as a street, highway, thoroughfare, parkway, road, avenue, boulevard, land, place, or however otherwise designated. Egress and ingress easements shall not be considered roads.

Selective cutting means the removal of single scattered trees.

Shore Impact zone means land located between the ordinary high water level of public waters and a line parallel to it at a setback of 50 percent (50%) of the required structure setback or 50 feet (50') landward of the ordinary high water level in areas of agricultural use.

Shore land means land located within the following distances from public water; (i) 1,000 feet from the normal high water mark of a lake, pond, or flowage; or (2) 300 feet from a river or stream or floodplain designated by ordinance on such a river or stream, whichever is greater. The practical limits of shore lands may be less than the statutory limits whenever the waters involved are bounded by natural topographic divides which extend landward from the water for lesser distances. Public waters shall be any existing body of water, wetland, drainage way as designated by the state department of natural resources.

Shore land alteration means grading and filling in shore land areas or any alteration of the natural topography where the slope of the land is towards a public water or water course leading to a public water.

Shore land setback means the minimum horizontal distance between the structure and the normal high water mark.

Single-family dwelling. See "Dwelling, one-family".

Solid waste means garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, in solid, semisolid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural operations, and from community activities.

Solid waste land disposal facility means a facility used to dispose of solid waste in or on the land.

Solid waste management facility means a facility for the storage, collection, transportation, processing or reuse, conversion, or disposal of solid waste.

Story means that portion of a building included between the surface of any floor and the surface of the next floor above it or if there is no floor above it, the space between the floor and the ceiling next above it.

Story, half means that portion of a building under a gable, hip or gambrel roof, the wall plates of which, on at least two opposite exterior walls, are not more than two feet above the floor of such story.

Street means a public right-of-way 34 feet or more in width, affording a primary means of access to abutting property.

Street, arterial, or major means a street which serves, or is designated to serve, heavy flows of traffic which is used primarily as a street route for traffic between communities and/or other heavy traffic generating areas.

Street, collector means a street which services, or is designed to serve, as a traffic way for a neighborhood or as a feeder to a major roadway. Direct driveway access is limited to the greatest extent possible.

Street, local means a street intended to serve primarily as access to abutting properties.

Street frontage means the proximity of a parcel of land to one or more streets. An interior lot has one street frontage and a corner lot has two frontages.

Street pavement means the wearing or exposed surface of the roadway used by vehicular traffic.

Street right-of-way means the width of the right-of-way, measured at right angles to the centerline of the street.

Street width means the width of street surface measured at right angles between the curbs or edge of pavement.

Structural alteration means any change, other than incidental repairs, which would prolong the life of supporting members of a building such as bearing walls, columns, beams, girders, or foundations.

Structure means anything which is built, constructed or erected on the ground or attached to the ground; an edifice or building of any kind; or any piece of work artificially built up and/or composed of parts jointed together in some definite manner whether temporary or permanent in character, including decks and signs.

Subdivision means the division or redivision of a lot, tract, or parcel of land into two or more lots, either by plat, metes and bounds, or by registered land survey.

Substandard use means any use existing prior to the date of this chapter which is permitted within the applicable zoning district but does not meet the minimum lot area, frontage, setbacks, water frontage length, or other dimensional standards of this chapter.

Taproom is an area on the premises of or adjacent to one brewery location owned by the brewer that allows the on-sale of malt liquor produced by the brewer for consumption. Such use shall be accessory to the primary use of a national, regional or microbrewery and may be a restaurant.

Tobacco Shop A retail establishment that derives more than 50 percent of its gross revenue from the sale of loose tobacco, plants, or herbs and cigars, cigarettes, pipes, and other smoking devices for burning tobacco and related smoking accessories and in which the sale of other products is merely incidental. "Tobacco shop" does not include: an establishment that sells drug paraphernalia products as regulated by Chapter 46. Article VII Section 46-160 of the City Code; a tobacco section of any individual business establishment with any type of liquor, food, or restaurant license; or an establishment where the sale of tobacco is merely auxiliary to its primary business such as a drug store, convenience store, or gas station.

Topsoil means black dirt composed of unconsolidated material, largely undecomposed organic matter.

Townhouses means structures housing two or more dwelling units of not more than two stories each and contiguous to each other only by sharing one common wall, such structures to be of the town or row houses type as contrasted to multiple dwelling apartment structures. No single structure shall contain in excess of eight dwelling units and each dwelling unit shall have separate and individual front and rear entrances. Each unit shall be served by individual utilities.

Toxic and hazardous waste means waste materials including, but not limited to: poisons, pesticides, herbicides, acids, caustics, pathological wastes, radioactive materials, flammable or explosive materials, and similar harmful chemicals and waste which requires special handling and must be disposed of in a manner which conserves the environment and protects the public health and safety.

Transfer station means a facility in which solid waste or demolition debris is collected, sorted, or temporarily deposited to await transportation to the final disposal site or facility.

Use means the purpose or activity for which the land or building thereon is designated, arranged, or intended, for which it is occupied, utilized, or maintained.

Use, permitted means a public or private use which of itself conforms with the purposes, objectives, requirements, regulations, and performance standards of a particular district.

Use, principal means the main use of land or buildings as distinguished from subordinate or accessory uses. A principal use may be either permitted or conditional.

Useable open space means a required ground area or terrace area on a lot which is graded, developed, landscaped and equipped and intended and maintained for either active or passive recreation or both, available and accessible to and useable by all persons occupying a dwelling unit or rooming unit on the lot and their guests. Such areas shall be grassed and landscaped or

covered only for a recreation purpose. Roofs, driveways and parking areas shall not constitute useable open space.

Variance means a modification or variation of the provisions of this chapter where it is determined that by reason of special and unusual circumstances relating to a specific lot, that strict application of this chapter would cause practical difficulties.

Vehicle.

1. Midsize vehicle means any motorized vehicle or trailer more than eight (8) feet and up to nine (9) feet in height or more than twenty-two (22) feet and up to twenty-five (25) feet in length, or more than 12,000 pounds and up to 15,000 pounds gross vehicle weight.

2. Oversized vehicle means any motorized vehicle or trailer more than nine (9) feet in height, or more than twenty-five (25) feet in length, or more than 15,000 pounds gross vehicle weight.

3. Stored vehicle means a parked vehicle that has remained in the same location for seven (7) consecutive days or more. Any vehicle moved less than 300 feet shall be deemed to have remained in the same location.

4. Height is measured from the ground to the highest point on the vehicle at recommended tire pressure. All accessories, attachments, and materials carried on the vehicle are considered part of the vehicle.

5. Length is measured at the longest point of the vehicle or, if the vehicle is a trailer, the horizontal distance between the front and rear edges of the trailer bed. All accessories, attachments, and materials carried on the vehicle are considered part of the vehicle.

Water body means a body of water (lake, pond) in a depression of land or expanded part of a river, or an enclosed basin that holds water and is surrounded by land.

Watercourse means a channel or depression through which water flows, such as rivers, streams, or creeks, and may flow year around or intermittently.

Watershed means the area drained by the natural and artificial drainage system, bounded peripherally by a bridge or stretch of high land dividing drainage areas.

Watershed management or flood control structure means a dam, floodwall, wingdam, dike, diversion channel, or an artificially deepened or widened stream channel following the same or approximately the same course as the natural channel, or any other structure for altering or regulating the natural flow condition of a river or stream. The term "watershed management or flood control structure" does not include pilings, retaining walls, gabion baskets, rock riprap, or other facilities intended primarily to prevent erosion and which must be authorized by period from the commissioner of the state department of natural resources.

Wellness Center means an establishment that offers a range of health services under one roof for the body and mind. Wellness centers include, but are not limited to, fitness, personal and group training, nutrition consulting, chiropractic, acupuncture, and holistic medicine.

Wetland means land which is annually subject to a periodic or continuing inundation by water and commonly referred to as a bog, swamp, or marsh.

Yard means a required open space on the lot which is unoccupied and unobstructed by a structure from its lowest level to the sky except as permitted in this chapter. A yard extends along the lot

line at right angles to such lot line to a depth or width specified in the setback regulations for the zoning district in which such lot is located.

Yard, front means a yard extending along the full width of the front lot line between the side lot lines and extending from the abutting street right-of-way to the depth required in the setback regulations for the zoning district in which such lot is located.

Yard, rear means an open space unoccupied except for accessory buildings on the same lot with a building, between the rear lines of the building and the rear line of the lot, for the full width of the lot.

Yard, side means the yard extending along the side lot line between the front and rear yards to a depth or width required by setback regulations for the zoning district in which such lot is located.

Zero lot line split means the instance where a structure is allowed to be constructed over a lot line of two adjoining lots.

Zoning administrator means the officer charged with the administration and enforcement of this chapter.

Zoning amendment means a change of the zoning map or zoning text authorized by the City, either in the allowed use within a district, or in the boundaries of a district.

Zoning district means an area or areas within the limits of the City for which the regulations and requirements governing use are uniform.

Zoning district, overlay means a zoning district containing regulations superimposed upon other zoning district regulations and superseding the underlying zoning district use regulations.

Zoning map means the map or maps incorporated into this chapter as a part thereof, designating the zoning districts

Chapter 74. Zoning

ARTICLE V. District Regulations.

DIVISION 3. Business Districts.

Section 74-236. B-1 Highway Business District.

(a) *Purpose of district.* The purpose of the B-1 highway business district is to provide for the establishment of service and limited retail businesses primarily oriented toward motorists and requiring high volumes of traffic and visibility from major roads in order that highway service types of land uses can be provided in a manner compatible with the needs for traffic movement and adjacent residential uses.

(1) Banks, savings and loan, insurance offices.

(2) Brewpubs.

(3) Daycare centers.

(4) Drying cleaning establishment provided the cleaning process does not occur on-site.

(5) Essential services, including electrical, gas, water, sewer distribution and collection lines, pumping facilities for water and sewer systems, right-of ways for transportation modes, and telephone switching facilities.

(6) Grocery store.

(7) Hotel or Motel.

(8) Liquor store.

(9) Medical and dental offices or clinics.

(10) Mortuaries or funeral homes.

~~(10) Health, athletic or fitness clubs.~~

(11) Parks.

(12) Professional offices.

(13) Restaurant or deli, including drive-through establishments or similar uses that provide goods and services to patrons in automobiles.

(14) Retail store, showroom or service uses, including drive-through establishments.

(15) Veterinary clinic, animal hospital, kennel with no outdoor runs.

(16) Wellness centers, fitness and health clubs, gyms.

2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

CITY OF ANOKA, MINNESOTA
RESOLUTION

RES-2016-XXX

WHEREAS, Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, the Anoka City Council has determined the sufficiency of publication of a Summary of the Ordinance which informs the public of the amendments made to the City Code. Publication of the title of the enactment and summary of the amendments shall be deemed to fulfill all legal publication requirements. The full text of the ordinance is available for public inspection in the office of the City Clerk or on the City website at www.ci.anoka.mn.us.

NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council hereby approves the following summary of an ordinance amending Chapter 74, Article I, 74-2, Definitions & Chapter 74, Article V, Division 3, Section 74-236, B-1 Highway Business District of the Anoka City Code (ORD-2016-XXXX), removing stricken text and inserting underlined text.

CHAPTER 74. ZONING

ARTICLE I. In General

Section 74-2 Definitions

Added definitions for the following use: Wellness Center

ARTICLE V. District Regulations

Division 3. Business Districts.

Section 74-236. B-1 Highway Business District.

(a) *Purpose of District*. The purpose of the B-1 Highway Business District is to provide for the establishment of service and limited retail businesses primarily oriented toward motorists and requiring high volumes of traffic and visibility from major roads in order that highway service type of land uses can be provided in a manner compatible with the needs for traffic movement and adjacent residential uses.

~~(10) Health, athletic or fitness clubs~~.
(16) Wellness centers, fitness and health clubs, gyms.

BE IT FURTHER RESOLVED, that this amendment shall become effective seven (7) days after publication of this Resolution.

Adopted by the Anoka City Council on this the 5th day of December 2016.

ATTEST:

Amy T. Oehlers, City Clerk	Phil Rice, Mayor

COUNCIL MEMO FORM

7.2.C

Meeting Date	December 5, 2016
Agenda Section	Planning Items
Item Description	ORD/ Rezoning; 11th Avenue and North Street, City of Anoka, A-2016-22. (2nd Reading)
Submitted By	Stephanie, Associate Planner

BACKGROUND INFORMATION

At the November 1st Planning Commission reading, the Commissioners voted to recommend approval of the request to rezone two acres the northeast corner of 11th Avenue and North Street to B-1 Highway Business. At the November 21st meeting the City Council approved the first reading of an ordinance for the rezoning of the property and the resolution approving the Comprehensive Plan Land Use Map Amendment was passed. Also approved at the November 21st meeting was the first reading of the purchase agreement for this property.

The City owned property located at the northeast corner of 11th Avenue and North Street was identified for conversion from a city owned tax exempt property to an income producing lot in pursuit of the City's goal to increase revenues. The two acre parcel is part of a larger fifty-three acre site owned by the City.

The original application consisted of the following:

1. **Rezoning:** the rezoning request is to change the designation from R-3 Medium and High Density Residential to B-1 Highway Business.
2. **Comprehensive Plan land Use Map Amendment** (approved at the November 21st Meeting)

COUNCIL ACTION REQUESTED

1. Motion to hold the 2nd reading and adopt an ordinance to rezone the property at 11th Avenue and North Street (a 4/5th vote is required to approve the ordinance to rezone the property).

2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

CITY OF ANOKA, MINNESOTA

ORDINANCE

ORD-2016-XXX

AN ORDINANCE AMENDING CHAPTER74, ARTICLE III, SECTION 74-62 TO THE CODE OF THE CITY OF ANOKA NORTHEAST CORNER OF 11TH AVENUE AND NORTH STREET

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

SECTION 1. This ordinance applies to the subject property legally described as follows:

A two acre portion of the southwest quarter of the northwest quarter of Section 5 Township 31 Range 24, Anoka County, MN

SECTION 2. The City Council finds in support of rezoning the property described in SECTION 1 of this ordinance.

SECTION 3. The subject property legally described in SECTION 1 shall hereafter have the zoning classification of B-1 Highway Business apply to it.

SECTION 4. The Zoning Administrator is hereby authorized and directed to record said amendments to the Official Zoning Map.

SECTION 5. This Ordinance shall be in full force and effective upon passage and seven days after publication.

ATTEST:

Introduced: November 21, 2016
Adopted: _____
Published: _____
Effective: _____

_____
Phil Rice, Mayor

_____
Amy T. Oehlers, City Clerk

	Aye	Nay	Abstain	Absent
Rice				
Anderson				
Freeburg				
Schmidt				
Weaver				

STAFF REPORT

A-2016-22
Official Zoning Map Amendment
2030 Comprehensive Plan Land Use Map Amendment
Approximately 2 acres at the northeast corner of 11th Avenue and North Street
City of Anoka
November 1, 2016

BACKGROUND INFORMATION

The City of Anoka is proposing a 2030 Comprehensive Plan Land Use Map amendment and official zoning map amendment to approximately 2 acres located east of 11th Avenue, and north of North Street. The land use map amendment would change the land use on the 2030 Comprehensive Plan Land Use Map from Medium Density Residential to General Commercial. The rezoning would change the area from R-3 Medium and High Density Residential to B-1 Highway Business.

It has been a general goal of the Anoka City Council to continue to seek ways to increase city revenues by adding tax exempt property to the tax rolls and reduce the burden on all Anoka tax payers. In pursuit of this goal, all non-tax generating properties were identified; included city owned properties. One such property that has been discussed is the area identified in this application.

The City currently owns approximately 53 acres of land bounded by North Street, 11th Avenue, the eastern city limits, and a residential subdivision to the north. The two acres in question are located at the southern end of the 53 acres along North Street and 11th Avenue. Delineated wetlands are located to the north and east of the two acre area and a stormwater retention pond will be installed on the west to collect runoff from the future commercial development and proposed townhome development north of the site.

The City does have an active executed letter of intent (LOI) and a proposed purchase agreement (PA) for a commercial development at this time. The rezoning and land use change would prepare the site to be sold for commercial development activity.

ZONING MAP AMENDMENT

The property is currently zoned R-3 Medium to High Density Residential. The rezoning would change the zoning to B-1 Highway Business. The B-1 Highway Business district is intended to provide for the establishment of service and limited retail businesses primarily oriented toward motorist and requiring high volumes of traffic and visibility from major roads in order that highway service types of land use can be provided in a manner compatible with the needs for traffic movement and adjacent residential uses.

The Planning Commission and City Council must consider the following criteria when considering a change to the zoning classification of a property:

1. *Whether the proposed amendment corrects an error or addresses a changing condition, trend or fact.*

   Staff Findings: The vacant property has remained in this state since 2006 when the land to the east and west developed with residential and commercial uses. The lack of interest in residential development currently permitted on this site has demonstrated a change in the desire for residential in this location. It is a small site with an irregular shape due to the adjacent wetland delineation that would be better suited to one commercial site, rather than a residential subdivision.

2. *Whether the proposed amendment will protect the health, safety and welfare of the public.*

   Staff Findings: The purpose of the district is to provide an area intended to promote commercial development, including retail, office, entertainment, service and other complimentary uses serving a trade area beyond the City boundaries. Development will be designed in an integrated and unified manner according to an overall plan emphasizing minimal impacts to adjacent land use, encouraging pedestrian activity, and have attractive and high quality buildings, lighting, landscaping, signage, sidewalks and trails. Though there likely will be opposition to any development on the property because it has been vacant, the regulations and purpose of the B-1 district attempt to mitigate issues that could impact the health, safety and welfare of the public.

3. *Whether the City and other service providers will be able to provide sufficient public safety, transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development.*

   Staff Findings: A reconstruction of the watermain and sanitary sewer on North Street from 7th Avenue to the City of Anoka east border is proposed for to coincide with the County's street reconstruction project. Currently, a 6" watermain is located in the 11th Avenue right-of-way. One proposal in the reconstruction project includes the extension of an 8" sanitary sewer adjacent to the development on North Street.

   A detailed stormwater study was completed in August 2016 and assumed a number of sites would be redeveloped. This site was included with commercial development assumed. The study concluded the reconstruction of the existing regional pond (west of this site) would filter the floatable materials up to a 10 year storm event. The overflow from a greater storm event would be handled in the pond berm. Therefore, commercial development at this site will not negatively impact the stormwater system.

   The City will be able to provide sufficient public safety and transportation facilities for

this site. Sidewalks are installed along North Street along the site, providing safe access to the east and west. Bus service along North Street has stops at 11th Avenue, providing service to this site.

4. *Whether the proposed rezoning will have significant adverse impacts on the natural environment, including air, water, noise, storm water management and vegetation.*

   Staff Findings: The proposed rezoning will not have significant adverse impacts on the natural environment. The wetland boundary has been delineated and all development will remain outside of the required setback. Additionally, the stormwater retention pond is being reconstructed to the west of the property which will manage the added stormwater runoff from the site.

5. *Whether the proposed amendment will have significant adverse impacts on other property in the vicinity of the subject tract.*

   Staff Finding: The two acre tract of land will continue the commercial use from the neighboring community (Coon Rapids) and will be separated from the residential use across 11th Avenue by the stormwater retention pond. The remainder of the wetland area will buffer the commercial use from the proposed townhome development to the north. Traffic should not greatly affect the residential neighborhoods to the west as North Street is considered a major collector and designed for high traffic flows.

6. *The suitability of the subject property for the existing zoning classification and proposed zoning classification.*

   Staff Findings: The land is not suitable for residential development given the small and irregular shaped lot available to develop due to the wetlands. A medium sized commercial lot would be possible given the lot layout and would not provide significant impacts on the existing residential areas.

7. *The need for the proposed use at the proposed location.*

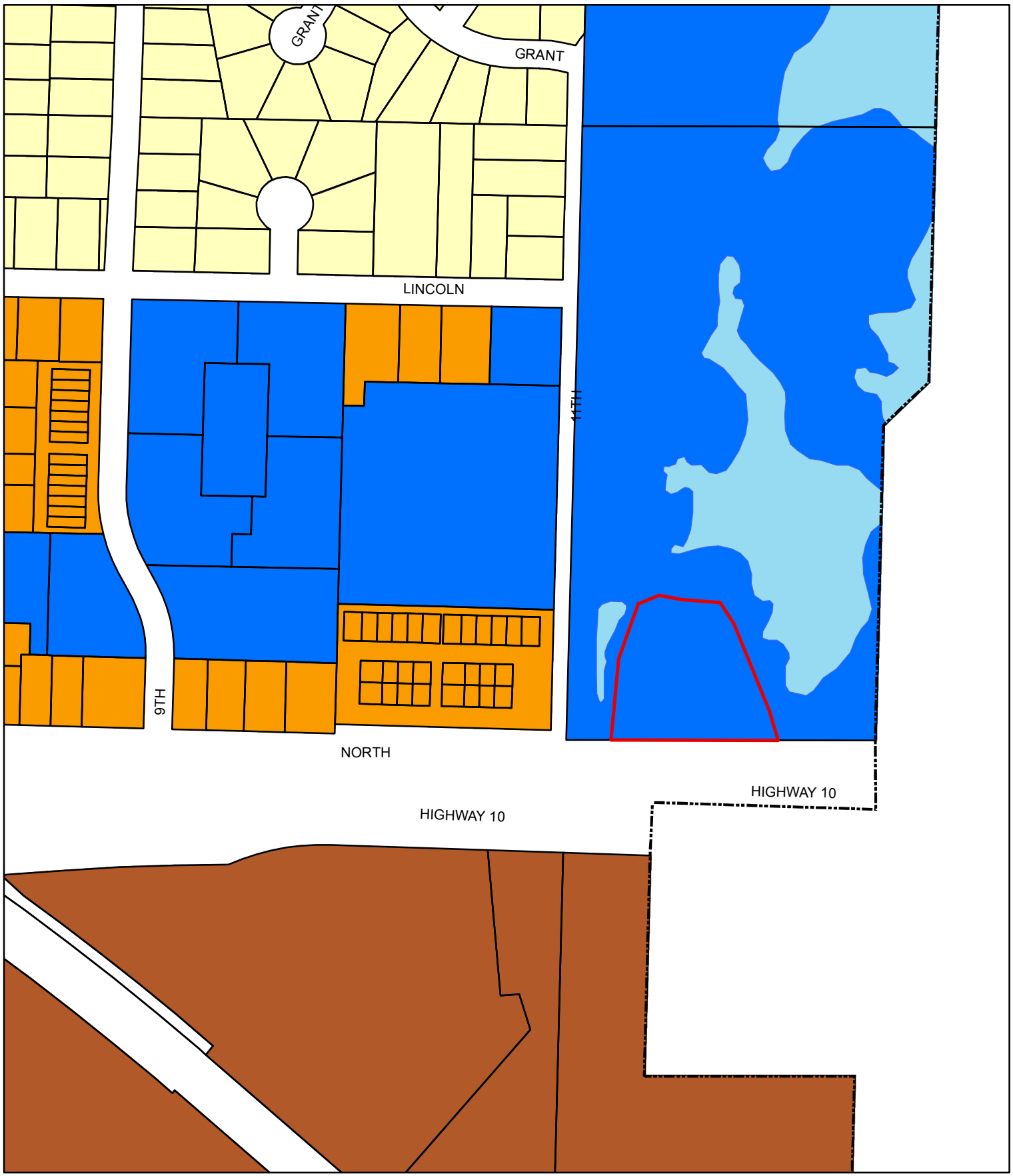
   Staff Finding: The City of Anoka is in a unique development situation where vacant land is hard to come by. In order to continue to provide locations for new development, existing developments need to be demolished or as in the case of this site, small parcels of vacant land need to be carved out. This location can provide more tax benefit to the city as a commercial development providing services to residents across the city.

Stephanie Rouse
Associate Planner

N

Site Location Map
Land Use Plan Amendment and Zone Change Request
Map Created: October 17, 2016

110
Feet



N

Existing Zoning

0 0.03 0.06 0.12 Miles

- Community_Boundary
- Applications
- R-1 Single Family Residential
- R-3 Medium and High Density Residential
- R-4 High Density Residential
- M-2 General Industrial

COUNCIL MEMO FORM

7.2.D

Meeting Date	December 5, 2016
Agenda Section	Planning Items
Item Description	ORD/ Rezoning; State Avenue and Highway 10, City of Anoka, A-2016-25. (2nd Reading)
Submitted By	Stephanie, Associate Planner

BACKGROUND INFORMATION

The Planning Commission discussed this item at their November 1st, 2016 regular meeting, and recommended approval based on staff recommendations.

At the November 21st meeting the City Council approved the first reading of an ordinance for the rezoning of the entire property to R-3 Medium and High Density Residential and passed the resolution approving the Comprehensive Plan Land Use Map Amendment.

The City of Anoka is proposing an amendment to the official zoning map on approximately 1 acre of land located at the northwest corner of State Avenue and Highway 10. It has been a general goal of the Anoka City Council to continue to seek ways to increase city revenues by adding tax exempt property to the tax rolls and reduce the burden on all Anoka tax payers. In pursuit of this goal, all non-tax generating properties were identified; included city owned properties. This parcel was identified and included in the 2010 Greens of Anoka Redevelopment Plan as a townhome redevelopment site.

The original application consisted of the following:

1. **Rezoning:** the rezoning request is to change the zoning district from R-1 Single Family Residential to R-3 Medium and High Density Residential.

2. **Comprehensive Plan Land Use Map Amendment** (approved at the November 21st Meeting).

COUNCIL ACTION REQUESTED

1. Motion to hold the 2nd reading and adopt an ordinance to rezone the property at State Avenue and Highway 10 (a 4/5th vote is required to approve the ordinance to rezone the property).

2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

CITY OF ANOKA, MINNESOTA

ORDINANCE

ORD-2016-XXX

**AN ORDINANCE AMENDING CHAPTER74, ARTICLE III, SECTION 74-62
TO THE CODE OF THE CITY OF ANOKA
NORTHWEST CORNER OF STATE AVENUE AND HIGHWAY 10**

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

SECTION 1. This ordinance applies to the subject property legally described as follows:

A one acre portion of the southwest quarter of the northwest quarter of Section 5 Township 31 Range 24, Anoka County, MN

SECTION 2. The City Council finds in support of rezoning the property described in SECTION 1 of this ordinance.

SECTION 3. The subject property legally described in SECTION 1 shall hereafter have the zoning classification of R-3 Medium and High Density Residential apply to it.

SECTION 4. The Zoning Administrator is hereby authorized and directed to record said amendments to the Official Zoning Map.

SECTION 5. This Ordinance shall be in full force and effective upon passage and seven days after publication.

ATTEST:

Introduced: _____
Adopted: _____
Published: _____
Effective: _____

_____
Phil Rice, Mayor

_____
Amy T. Oehlers, City Clerk

	Aye	Nay	Abstain	Absent
Rice				
Anderson				
Freeburg				
Schmidt				
Weaver				

STAFF REPORT

A-2016-25
Official Zoning Map Amendment
2030 Comprehensive Plan Land Use Map Amendment
1 acre on the northwest corner of State Avenue and Highway 10
City of Anoka
November 1, 2016

BACKGROUND INFORMATION

The City of Anoka is proposing a 2030 Comprehensive Plan Land Use Map amendment and official zoning map amendment to approximately 1 acre of land located at the northwest corner of State Street and north of Highway 10. The land use map amendment would change the land use on the 2030 Comprehensive Plan Land Use Map from Institutional to Medium Density Residential. The rezoning would change the 1 acre from R-1 Single Family Residential to R-3 Medium and High Density Residential.

It has been a general goal of the Anoka City Council to continue to seek ways to increase city revenues by adding tax exempt property to the tax rolls and reduce the burden on all Anoka tax payers. In pursuit of this goal, all non-tax generating properties were identified; included city owned properties. One such property that has been discussed is the area identified in this application.

In 2010, the City HRA received grant funding through the Metropolitan Council Livable Communities Demonstration Account to create the Greens of Anoka Redevelopment Plan. The plan identified townhomes in all four redevelopment scenarios at this site. Members of the golf course and the golf course manager participated in the task force during the development of the plan.

The short term phasing (first seven years) included infill townhomes at this location. The implementation plan stated "the City will need to update the Comprehensive Plan with the new 'Redevelopment Master Plan,' including the land use plan designations." It also stated "existing regulations will require modification to conform to this plan….Detailed analysis and formal recommendation of any zone changes will be handled by the City of Anoka with approval of this master plan." Therefore, the City is bringing the necessary land use plan amendment and zone change request before the Planning Commission as was outline by the approved Greens of Anoka Redevelopment Plan recommendation of townhomes at this location.

The City does have an active executed letter of intent (LOI) and a proposed purchase agreement (PA) for a seven unit townhome development at this time. The rezoning and land use change would prepare the site to be sold for residential development activity.

ZONING MAP AMENDMENT

The property is currently zoned R-1 Single Family Residential. The rezoning would change the zoning to R-3 Medium to High Density Residential. The Planning Commission and City Council must consider the following criteria when considering a change to the zoning classification of a property:

1. *Whether the proposed amendment corrects an error or addresses a changing condition, trend or fact.*

   Staff Findings: The proposed amendment addresses a changing condition within the neighborhood. The Greens of Anoka Redevelopment Plan identified a need for townhome development within the City. The site in question was identified as Area 4 with the opportunity to accommodate the needed townhome redevelopment.

2. *Whether the proposed amendment will protect the health, safety and welfare of the public.*

   Staff Findings: Development will be designed in an integrated and unified manner according to an overall plan approved by the City Council emphasizing minimal impacts to adjacent land use, encouraging pedestrian activity, and have attractive and high quality buildings, landscaping, and sidewalks.

3. *Whether the City and other service providers will be able to provide sufficient public safety, transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development.*

   Staff Findings: City utilities will be extended from the east to provide water and sewer to the development. The additional seven units will not create a strain on providing public safety through law enforcement or through the provision of public services. The adjacent public right-of-way was recently reconstructed to provide a parkway and collector level road to handle the addition 70 trips per day generated by the development.

4. *Whether the proposed rezoning will have significant adverse impacts on the natural environment, including air, water, noise, storm water management and vegetation.*

   Staff Findings: The recent sewer reconstruction project in the area collected the stormwater runoff into new sewer drains that empty into the golf course pond to the north of the proposed site. The new development will tie into this system, protecting the natural environment.

   The development will not increase noise pollution within the existing development as the proposed townhomes do not emit more noise than the adjacent residential dwellings. In regards to noise levels traveling to the proposed townhome site, Highway 10 traffic volumes will not be any louder for the development than the existing single family homes

that are adjacent to the site. Noise from state highways is regulated by Minnesota Department of Transportation and is normally exempt.

5. *Whether the proposed amendment will have significant adverse impacts on other property in the vicinity of the subject tract.*

   Staff Finding: The proposed townhome development will not have significant adverse impacts on other properties in the vicinity. The adjacent land uses are the golf course and single family residential. The townhomes are a similar use to single family residential.

6. *The suitability of the subject property for the existing zoning classification and proposed zoning classification.*

   Staff Findings: The current zoning of single family residential at this location would only allow for single family dwellings. The site would be suitable for single family dwellings; however the Greens of Anoka identified this area as a redevelopment site for townhomes. The proposed R-3 Medium and High Density Residential would allow for the townhome development. The site is suitable for townhome development as was determined in the Greens of Anoka Redevelopment Plan.

7. *The need for the proposed use at the proposed location.*

   Staff Finding: The Greens of Anoka Redevelopment Plan identified a need for additional townhome developments within the City. The majority of land within the City limits has been developed and therefore the City has looked at sites with the potential to be redeveloped to fill this void. The Greens of Anoka Plan identified this site as a possible location for townhome development.

Stephanie Rouse
Associate Planner

N

Site Location Map
Land Use Plan Amendment and Zone Change Request
Map Created: October 17, 2016

75 Feet

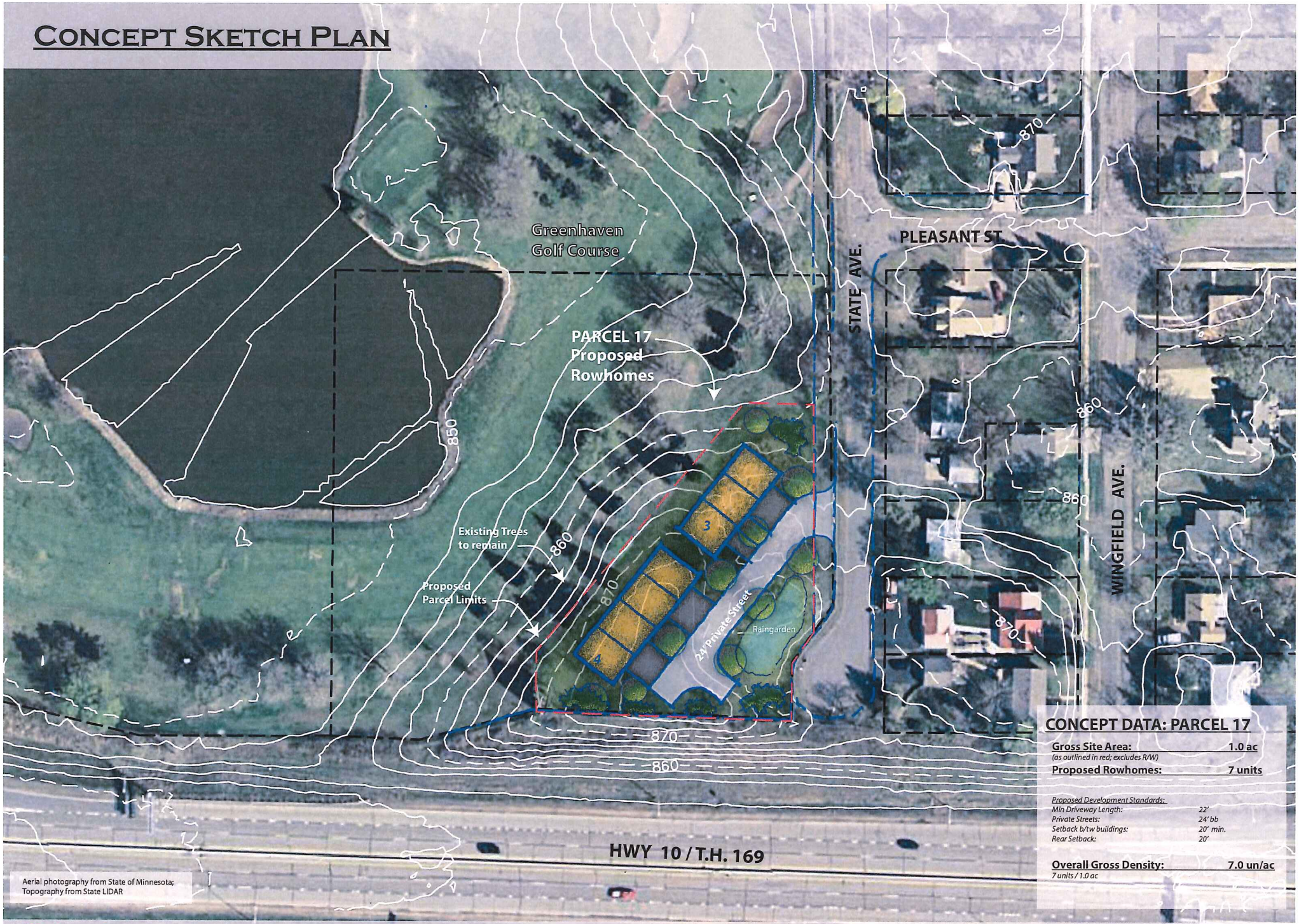
N

Existing Zoning

0 0.025 0.05 0.1 Miles

- Applications
- R-1 Single Family Residential
- R-3 Medium and High Density Residential
- MS Main Street Mixed Use
- M-2 General Industrial

CONCEPT SKETCH PLAN



Aerial photography from State of Minnesota;
Topography from State LIDAR

CONCEPT DATA: PARCEL 17

Gross Site Area: (as outlined in red; excludes R/W)	**1.0 ac**
Proposed Rowhomes:	**7 units**

Proposed Development Standards:

Min Driveway Length:	*22'*
Private Streets:	*24' bb*
Setback b/tw buildings:	*20' min.*
Rear Setback:	*20'*

Overall Gross Density: *7 units / 1.0 ac*	**7.0 un/ac**

Westwood

LENNAR

7/28/2016
0009941

CITY PARCEL 17

ANOKA, MN

0' 50' 100'

COUNCIL MEMO FORM

7.2.E

Meeting Date	December 5. 2016
Agenda Section	Planning Items
Item Description	ORD/ Rezoning; Garfield Street, City of Anoka, A-2016-26. (2nd Reading)
Submitted By	Stephanie Rouse, Associate Planner

BACKGROUND INFORMATION

The Planning Commission discussed this item at their November 1, 2016 regular meeting and recommended approval based on staff recommendations.

At the November 21st meeting the City Council approved the first reading of an ordinance for the rezoning of the 7.2 acres of land located at Garfield Street generally west of Euclid Avenue to R-3 Medium and High Density Residential and passed the resolution approving the Comprehensive Plan Land Use Map Amendment.

It has been a general goal of the Anoka City Council to continue to seek ways to increase city revenues by adding tax exempt property to the tax rolls and reduce the burden on all Anoka tax payers. In pursuit of this goal, all non-tax generating properties were identified; included city owned properties. This parcel was identified and included in the 2010 Greens of Anoka Redevelopment Plan as a townhome redevelopment site.

The application consists of the following:

1. **Rezoning:** the rezoning request is to change the zoning district from R-1 Single Family Residential and RF Rural Farm to R-3 Medium and High Density Residential.
2. **Comprehensive Plan land Use Map Amendment** (approved at the November 21st Meeting).

COUNCIL ACTION REQUESTED

1. Motion to hold the 2nd reading and adopt an ordinance to rezone the property on Garfield Street (a 4/5th vote is required to approve the ordinance to rezone the property).

2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

CITY OF ANOKA, MINNESOTA

ORDINANCE

ORD-2016-XXX

**AN ORDINANCE AMENDING CHAPTER74, ARTICLE III, SECTION 74-62
TO THE CODE OF THE CITY OF ANOKA
NORTH OF GARFIELD STREET, WEST OF EUCLID AVENUE**

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

SECTION 1. This ordinance applies to the subject property legally described as follows:

A portion of public right-of-way known as West Garfield Street and a portion of Lot 8 Auditors Subdivision, Anoka County, MN.

SECTION 2. The City Council finds in support of rezoning the property described in SECTION 1 of this ordinance.

SECTION 3. The subject property legally described in SECTION 1 shall hereafter have the zoning classification of R-3 Medium and High Density Residential apply to it.

SECTION 4. The Zoning Administrator is hereby authorized and directed to record said amendments to the Official Zoning Map.

SECTION 5. This Ordinance shall be in full force and effective upon passage and seven days after publication.

ATTEST:

Introduced: November 21, 2016
Adopted: _____
Published: _____
Effective: _____

_____
Phil Rice, Mayor

_____
Amy T. Oehlers, City Clerk

	Aye	Nay	Abstain	Absent
Rice				
Anderson				
Freeburg				
Schmidt				
Weaver				

STAFF REPORT

A-2016-26
Official Zoning Map Amendment
2030 Comprehensive Plan Land Use Map Amendment
7.2 acres on Garfield Street West of Fairoak Avenue
City of Anoka
November 1, 2016

BACKGROUND INFORMATION

The City of Anoka is proposing a 2030 Comprehensive Plan Land Use Map amendment and official zoning map amendment to approximately 7.2 acres located generally west of Fairoak Avenue, and north of Garfield Street. The land use map amendment would change the land use on the 2030 Comprehensive Plan Land Use Map from Institutional and Park and Recreation to Medium Density Residential. The rezoning would change the 7.2 acres from R-1 Single Family Residential and RF Rural Farm to R-3 Medium Density Residential.

It has been a general goal of the Anoka City Council to continue to seek ways to increase city revenues by adding tax exempt property to the tax rolls and reduce the burden on all Anoka tax payers. In pursuit of this goal, all non-tax generating properties were identified, including city owned properties. One such property that has been discussed is the area identified in this application.

The short term phasing (first seven years) of the Greens of Anoka Redevelopment Plan indicated infill townhomes at this location. The implementation plan states "the City will need to update the Comprehensive Plan with the new 'Redevelopment Master Plan,' including the land use plan designations." It also states "existing regulations will require modification to conform to this plan….Detailed analysis and formal recommendation of any zone changes will be handled by the City of Anoka with approval of this master plan." Therefore, the City is bringing the necessary land use plan amendment and zone change request before the Planning Commission as was outline by the approved Greens of Anoka Redevelopment Plan recommendation of townhomes at this location.

The City does have an active executed letter of intent (LOI) and a proposed purchase agreement (PA) for a residential development at this time. The rezoning and land use change would prepare the site to be sold for residential development activity.

ZONING MAP AMENDMENT

The property is currently zoned R-1 Single Family Residential and RF Rural Farm. The rezoning would change the zoning to R-3 Medium Density Residential. The Planning Commission and City Council must consider the following criteria when considering a change to the zoning classification of a property:

1. *Whether the proposed amendment corrects an error or addresses a changing condition, trend or fact.*

   Staff Findings: The proposed amendment addresses a changing condition within the neighborhood. The Greens of Anoka Redevelopment Plan identified a need for townhome development within the City. The site in question is identified as Area 1 with the opportunity to accommodate the needed townhome redevelopment.

2. *Whether the proposed amendment will protect the health, safety and welfare of the public.*

   Staff Findings: Development will be designed in an integrated and unified manner according to an overall plan approved by the City Council emphasizing minimal impacts to adjacent land use, encouraging pedestrian activity, and have attractive and high quality buildings, landscaping, and sidewalks.

3. *Whether the City and other service providers will be able to provide sufficient public safety, transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development.*

   Staff Findings: Sanity sewer, storm sewer and water lines are located south of the site within Garfield Street. The utilities will need to be connected to the development at the developer's expense; however the capacity is available to do so without negatively impacting existing development. The additional units should not create a strain on providing public safety through law enforcement or through the provision of public services. Transportation will be improved through the realignment of Greenhaven Parkway through this neighborhood.

4. *Whether the proposed rezoning will have significant adverse impacts on the natural environment, including air, water, noise, storm water management and vegetation.*

   Staff Findings: The proposed townhome development will not have significant adverse impacts on the natural environment. All stormwater management will be handled on site and not diverted to adjacent properties. The site will provide adequate vegetation and impervious surfaces for water infiltration. The townhomes will not increase noise within the established residential neighborhood.

5. *Whether the proposed amendment will have significant adverse impacts on other property in the vicinity of the subject tract.*

   Staff Finding: The location of the site adjacent to the golf course will not create significant adverse impacts. The development as proposed will be set back from the fairway to allow ample room for course patrons without altering the layout of the hole. The townhomes are a similar scale to the existing townhomes to the south and residential

neighborhood beyond.

6. *The suitability of the subject property for the existing zoning classification and proposed zoning classification.*

   Staff Findings: The neighborhood currently is a mix of low, medium, and high density residential lots. The addition of medium density residential units in the form of townhomes is more suitable to the neighborhood mix than the allowable single family dwellings within the current R-1 zoning classification.

7. *The need for the proposed use at the proposed location.*

   Staff Finding: The Greens of Anoka Redevelopment Plan identified a need for additional townhome developments within the City. The majority of land within the City limits has been developed and therefore the City has looked at sites with the potential to be redeveloped to fill this void. The Greens of Anoka Plan identified this site as a possible location for townhome development.

2030 COMPREHENSIVE PLAN LAND USE MAP AMENDMENT

The proposed R-3 Medium and High Density Residential designation requires a land use map amendment from Institutional and Park and Recreation to Medium Density Residential as State Statutes require a City's comprehensive plan to be consistent with the zoning ordinance.

Surrounding Land Uses

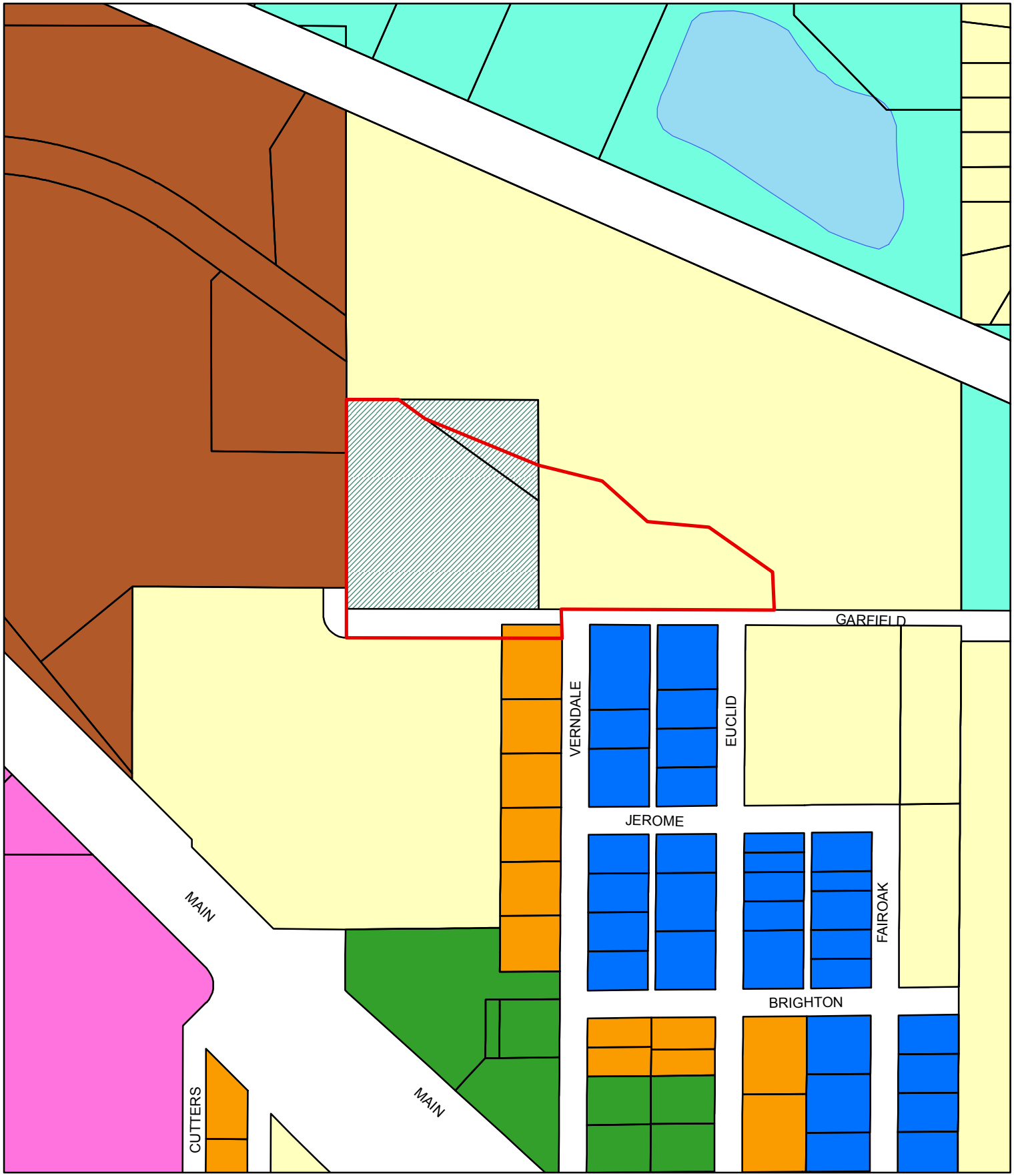
	EXISTING USES	ZONING DISTRICT DESIGNATION	CURRENT LAND USE DESIGNATION
NORTH	Golf Course	R-1 Single Family Residential	Park and Recreation
WEST	Vista Site	M-2 General Industrial	General Industrial
SOUTH	Calvary Cemetery, Single Family Dwellings and Townhomes	R-1, R-3, and R-4 Medium and High Density Residential	Institutional and High Density Residential
EAST	Golf Course	R-1 Single Family Residential	Park and Recreation

Stephanie Rouse
Associate Planner

N

Site Location Map
Land Use Plan Amendment and Zone Change Request
Map Created: October 17, 2016

100 Feet



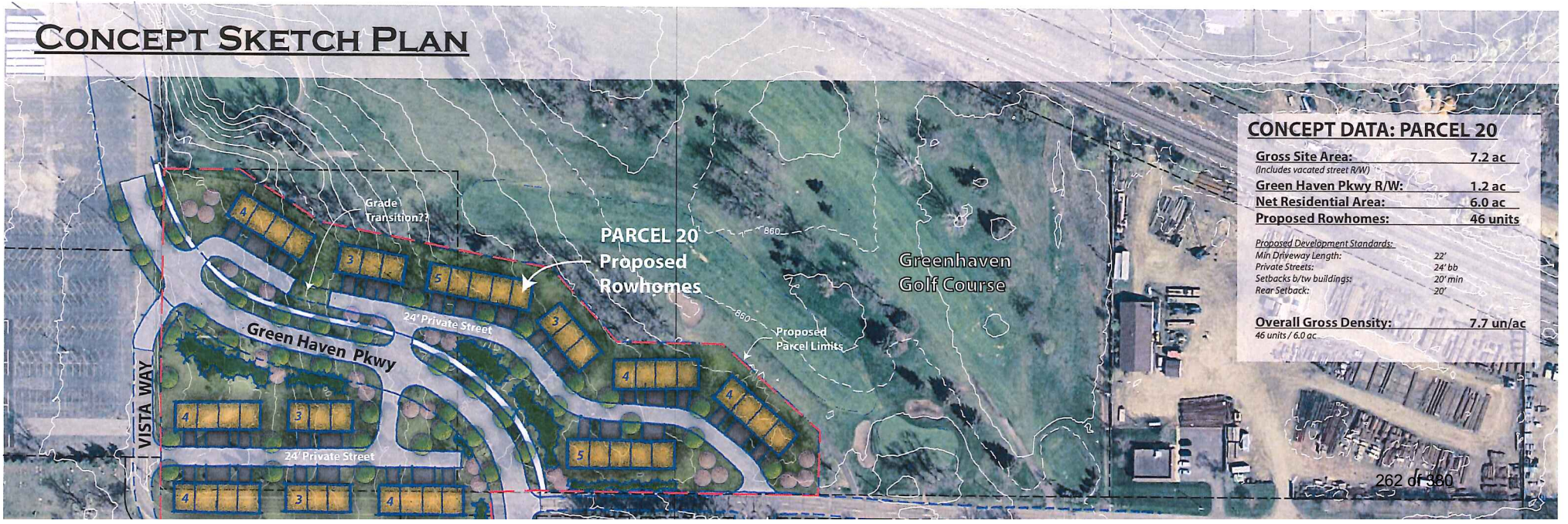
N

Existing Zoning

0 0.03 0.06 0.12 Miles

- Community_Boundary
- Applications
- R-1 Single Family Residential
- R-3 Medium and High Density Residential
- R-4 High Density Residential
- R-F Rural Farm
- B-1 Highway Business
- B-2 Shopping Center Business
- M-1 Light Industrial
- M-2 General Industrial

CONCEPT SKETCH PLAN



CONCEPT DATA: PARCEL 20

Gross Site Area:	**7.2 ac**
(Includes vacated street R/W)	
Green Haven Pkwy R/W:	**1.2 ac**
Net Residential Area:	**6.0 ac**
Proposed Rowhomes:	**46 units**

Proposed Development Standards:

Min Driveway Length:	*22'*
Private Streets:	*24' bb*
Setbacks b/tw buildings:	*20' min*
Rear Setback:	*20'*

Overall Gross Density:	**7.7 un/ac**
46 units / 6.0 ac	

COUNCIL MEMO FORM

9.3

Meeting Date	12-05-2016
Agenda Section	Ordinances & Resolutions
Item Description	ORD/Adopting 2017 Master Fee Schedule (1st Reading)
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

Annually staff reviews the fee schedule and determines whether or not a recommendation should be made to the Council to adjust the fees that the City charges for services and licenses. Fees are to be based on the actual costs to provide the service, issuance/enforcement of a license or code regulation, background checks, materials, time, etc.

Attached is the proposed fee schedule. The areas in red text are the proposed changes.

FINANCIAL IMPACT

Varies.

COUNCIL ACTION REQUESTED

Motion to Introduce and Hold the First Reading of an Ordinance Adopting the 2017 Master Fee Schedule. Please be advised that the vote taken on this would be to allow the ordinance's Introduction and First Reading only. Formal action on the adoption of the Ordinance will occur at the 2nd Reading.

2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

CITY OF ANOKA, MINNESOTA
ORDINANCE

ORD-2016-XXXX

AN ORDINANCE ESTABLISHING A FEE SCHEDULE FOR THE CITY OF ANOKA, EFFECTIVE JANUARY 1, 2017

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

SECTION 1. Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, and upon a review of a study conducted by City staff, a fee schedule for City services and licensing is hereby adopted, by an affirmative vote of a majority of the Anoka City Council members present.

2015 Master Fee Schedule.

(a) The Code of the City of Anoka establishes that certain fees be set from time to time by the Anoka City Council.

(b) City staff has reviewed the current Master Fee Schedule for the City of Anoka and is hereby recommending that the 2017 Master Fee Schedule, hereto attached as Exhibit A, be adopted.

(c) Upon consideration and review of the Anoka City Council, the 2017 Master Fee Schedule, hereto attached as Exhibit A, is hereby adopted and becomes effective January 1, 2016.

SECTION 2: This Ordinance shall be in full force and effective upon passage and seven (7) days after publication. Fees to become effective on January 1, 2017.

ATTEST:

_____
Phil Rice, Mayor

_____
Amy T. Oehlers, City Clerk

Introduced: _____
Adopted: _____
Published: _____
Effective: _____

	Aye	Nay	Abstain	Absent
Rice				
Anderson				
Freeburg				
Schmidt				
Weaver				

ADMINISTRATION

- Licenses that lapse over 30-days are required to apply as a "new" license.
- All new Administrative licenses (with the exception of liquor related licenses) are charged a $25.00 investigation fee.
- Renewal Application late fee for administrative licenses is $25.00 or 10% of the total licensing fee, whichever is greater.
- Applications that are submitted incomplete are returned, and if not re-submitted by the original due date, they are considered late.

ADMINISTRATION - LICENSES	FEE
ADMINISTRATIVE CITATIONS:	
- Level I	$50.00
- Level II	$100.00
- Level III	$200.00
- Level IV	$1,000.00
Repeat violations; Fine is doubled.	
Continuing violation; Fine for each day.	
ADULT ESTABLISHMENT:	
Annual fee	$5,000.00
ARCADES/BILLIARDS/BOWLING ALLEY:	
Annual fee (per lane/machine)	$30.00
COURTESY BENCHES:	
Annual fee (per bench) No new benches as of January 1, 2004	$30.00
COMMUNITY GARDEN PLOT (all City community gardens)	$25.00
ENTERTAINMENT DEVICES:	
Machine Investigation fee (new licenses &/or new machine) <per>	$30.00
Annual fee (for 1 thru 5 machines)	$75.00
Annual fee per machine in excess of 5	$15.00
FARMERS MARKET	$60.00
FILING FEE (Affidavit of Candidacy for Election) (no investigation fee)	$20.00
FIREWORKS SALES:	
Annual fee	$75.00
GARBAGE & REFUSE HAULERS:	
Annual fee, 1st truck	$300.00
Annual fee, each additional truck	$30.00
MASSAGE BUSINESS:	
Annual fee	$500.00
MASSAGE THERAPIST:	
Annual fee	$125.00
PAWNBROKER:	
Annual fee	$2,000.00
Per transaction fee (billed by Anoka Police Department)	$1.50
PEDDLER:	
Daily Rate	$60.00
Monthly Rate	$100.00
Annual Rate	$500.00
POOL HALL:	
Annual fee	$350.00
SOLICITOR (For-Profit Solicitors only):	
Investigation fee (no license fee charged)	$25.00
SPECIAL EVENTS: For 1st time event only (no charge for annual events)	$100.00 Review Fee *(non-refundable)* $100.00 License Fee

ADMINISTRATION – LICENSES (cont'd)	FEE
TANNING SALON: (tanning must be 50% of the business)	
Annual Per Bed Fee	$10.00
Annual License Fee	$100.00
TOBACCO & TOBACCO RELATED PRODUCTS:	
Annual fee	$250.00
TRANSIENT MERCHANT:	
Daily	$60.00
Monthly	$100.00
Annual	$500.00
TREE CARE:	
Annual fee	$75.00
USED MOTOR VEHICLE	
Annual fee	$125.00

ADMINISTRATION - LIQUOR LICENSING	FEE
BREWERY/TAPROOM	
Investigation fee	$25.00
Annual Fee	$300.00
Off-Sale Growler	$150.00
MICRO-DISTILLER COCKTAIL ROOM	
Investigation fee	$25.00
Annual Fee	$300.00
INTOXICATING LIQUOR ON-SALE:	
Investigation fee (new license):	
Single Person	$160.00
Partnership	$325.00
Corporation or LLC	$550.00
Annual fee	$5,000.00
Sunday On-Sale Intoxicating Liquor (optional)	$200.00
Club Fee (fee regulated by State)	$200.00
Sunday Club Fee (fee regulated by State)	$20.00
SPECIAL 2:00 a.m. LICENSE (for all annual on-sale licenses):	
Annual fee	$500
INTOXICATING LIQUOR ON-SALE – TEMPORARY: • Cannot total more than 12 days per year, nor more than 4 consecutive days, this is a State regulation.	
Investigation fee	$25.00
Per event consisting of consecutive days	$75.00
MALT LIQUOR (3.2%) ON-SALE:	
Investigation fee	$25.00
Annual fee	$300.00
Club fee (fee regulated by State)	$50.00
MALT LIQUOR (3.2%) OFF-SALE:	
Investigation fee	$25.00
Annual fee	$150.00
MALT LIQUOR (3.2%) ON-SALE TEMPORARY:	
Investigation fee	$25.00
Per event consisting of consecutive days	$75.00

WINE LICENSE:	
Investigation fee	$25.00
Annual fee	$400.00

STRONG BEER = Wine License + Malt Liquor License (no additional charge)

BUILDING PERMITS & PLANNING/ZONING * means State Surcharge is applied to all permits, in addition to the fees listed.

BUILDING PERMITS	FEE
ADMINSTRATIVE AND/OR CODE COMPLIANCE ORDER APPEAL	$100.00
ACCESS CHARGES: Water (WAC) per unit Sewer (SAC) per unit City Sewer per unit	 $2,000.00 Per current Met council determination $1,100.00
RESIDENTIAL: Back Flow Preventer (installation – new service meter) 0.75" x 1.00" (plus angle valve) Larger than 1.00"	 $75.00* Provided by Plumber
ABOVE GROUND POOL	$25.00*
BUILDING DEMOLITION: Includes a $500.00 escrow that will be refunded when water/sewer are disconnected and inspected. Includes water/sewer disconnect fee.	$600.00*
BUILDING MOVING: Requires an inspection prior to moving the structure. Requires a Conditional Use Permit to move within the City.	$100.00*
BUILDING PERMIT: If the value is less than $500.00, fee is $25.00. If the value if $500.00 or more, the fee is "value based" per the State Building Code.	Minimum $25.00*
CITY SURCHARGE – Residential Contractors Only	$5.00
ELECTRICAL PERMITS; must also pay State Surcharge in Effect at the issuance of permit	Per current MS 326B.37
FENCE PERMIT	$25.00*
FIRE SUPRESSION SYSTEM (Mechanical Permit, $25.00 minimum)	1.5% of job cost*
GAS FIREPLACE/INSERT PERMIT (fee per unit, $25.00 minimum)	1.5% of job cost*
HEATING/AIR CONDITIONING ($25.00 minimum)	1.5% of job cost*
INSPECTIONS: (per hour rates) Non-business hours (2-hour minimum) Re-inspection per State Building code Inspections not indicated (1/2 hour minimum) Additional Plan Review required by change to plans (1/2 hr min) Use of outside consultants for plan review/inspections	 $47.00 $47.00 $47.00 $47.00 Actual costs
IRRIGATION PERMIT (for residential lawn sprinklers)	$25.00*
ISTS PERMIT	$100.00*
PLAN CHECK	Per State Building Code
PLUMBING PERMITS ($25.00 minimum)	$7.00 per fixture*
RPZ REBUILD (Reduced Pressure Zone) PLUMBING	$25.00*
NON-STRUCTURAL REMODELING, NON-STRUCTURAL WINDOW REPLACEMENT, RE-ROOF, RESIDING OR DOORS FOR SINGLE-FAMILY AND DUPLEXES	$50.00*
RESIDENTIAL BASEMENT FINISH (existing structures) SINGLE-FAMILY AND DUPLEXES (per unit)	$Based on Value of Work*
SEWER SERVICE/REPAIR	$50.00*
SIGN PERMIT (other than portable sign or banner sign)	$50.00*
TREE REPLACEMENT FEE	$350.00 per tree
WATER SERVICE/REPAIR	$50.00*

BUILDING PERMITS (cont'd)	FEE
COMMERCIAL BUILDING PERMITS: Commercial building permit fees are based on the value of the work undertaken and are calculated according to the building code. Commercial Irrigation Commercial Re-roof	 $25.00 Value based*
WORK BEGUN WITHOUT A PERMIT When work requiring a permit has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by the Code. The minimum investigation fee shall be the same as the minimum fee set in the Building Code.	

PLANNING, DEVELOPMENT & ZONING	FEE
ACCESSORY BUIDLING SITE PLAN REVIEW	$25.00
ADMINISTRATIVE SITE PLAN	$50.00
ADMINISTRATIVE CITATION FEE (also charged the cost of hearing if the applicants loses, up to $300)	$25.00
COMPREHENSIVE PLAN AMENDMENTS	$300.00
CONDITIONAL USE PERMIT	$300 plus reimbursement costs
ENVIRONMENTAL PERMIT	$75.00
FINAL PLAT	$100.00
FORECLOSED BUILDING REGISTRATION: Single Family dwellings with no outstanding code violations Single Family dwellings with outstanding code violations Multi-Family dwellings with no outstanding code violations Multi-Family dwellings with outstanding code violations	 $100.00 $150.00 $200.00 $250.00
HPC RESIDENTIAL PLAQUE PROGRAM APPLICATION	$25.00
HISTORIC DOWNTOWN CORE MATERIAL APPEAL	$300.00
HISTORIC SITE, STRUCTURE, OR DISTRICT DESIGNATION	$50.00
HOME OCCUPATION (requires an Interim Use Permit)	$100.00
INTERIM USE PERMIT	$100.00
PROFESSIONAL SERVICES (including but not limited to legal, engineering, planning, etc.)	Recover all costs incurred by the City
LOT SPLIT (no plat)	$50.00
PARK DEDICATION FEES (per unit fees) Residential Commercial Industrial	 $2,543.00 $0 $0
PLANNED UNIT DEVELOPMENT (escrow required, fee for application, additional fees may apply)	$300.00
PORTABLE SIGNS	$15.00
PRELIMINARY PLAT	$500 plus $2,500 escrow plus reimbursement costs

RENTAL LICENSING: (Annual License)	$80 per property, plus $2 for each additional dwelling unit. The annual license fee will be tripled to cover the three year timeframe between license renewals
Re-inspection with full compliance	No charge
Re-inspection without full compliance	$100.00, plus $25.00 per failing unit
Re-instatement fee with new application	$100.00
Conversion Fee	$100.00
Nuisance Call fee	$250.00 for first required notification, $500.00 for repeat notifications
REZONING	$300 plus reimbursement costs

PLANNING, DEVELOPMENT & ZONING (cont'd)	FEE
SOBER HOUSE LICENSE (renewed annually) Re-inspect with full compliance Re-inspect without full compliance Reinstatement with new application	$20.00 No Fee $25.00 $100.00
SITE PLAN REVIEW	$300 plus reimbursement costs
STREET BANNER	$50.00
SURFACE WATER MANAGEMENT PLAN REVIEW	All costs incurred by City
TAX REBATE FINANCING: Projects less than $150,000 Projects more than $150,000	 $1,000.00 $5,000.00
TAX INCREMENT FINANCING	$3,000.00
VACATION (plus costs incurred by City)	$125.00
VARIANCE	Single Family Residential: ~~$250.00~~ $200.00 All other $300.00 plus reimbursement costs
VARIANCE – Driveway Setback	$25.00
WAIVER OF SUBDIVISION REQUIREMENTS	$100.00
VACANT BUILDING REGISTRATION	$250 plus ½ the amount of the building permit fee(s) that will be escrowed and then applied to the building permit fee when obtained
ZONING LETTER	$35.00
ZONING ORDINANCE AMENDMENT	$500.00

CEMETERY	FEE
BURIAL OF ASHES	$250.00
If Family or Funeral Director Covers Ashes	$200.00
INTERMENT ADULT	$500.00
INTERMENT ADULT (Winter burial Dec 1st thru Apr 1st) Additional fee	
Adult/Full	$300.00
Ashes/Infant	$150.00
INTERMENT BABY	$250.00
INTERMENT AFTER HOURS (If vault cover not placed by 3:00 p.m. weekdays, Sat & Holidays) Additional fee	$250.00
GRAVES	
Adult (resident)	$700.00
Adult (non-resident)	$1,200
Baby	$250.00
CREMATION GRAVE (SECTION 5, BLOCK 1)	
Resident	$450.00
Non-Resident	$750.00
MARKER SETTING FEE	
Single	$100.00
Double	$150.00
Baby	$50.00
COLUMBARIUM **SEE REVISED COLUMBARIUM FEES BELOW**	
DISINTERMENT/INTERMENT (per cremains)	$75.00
BRONZE NAME & DATE PLAQUE (additional charge)	$225.00
TRANSFER & BUY BACK ADMINISTRATIVE FEE	$30.00
REPLACEMENT DEED	$15.00

COLUMBARIUM:

Resident:	Single Niche	Double Niche
Top shelf	$1,100.00	$1,650.00
Middle shelf	$1,000.00	$1,500.00
Bottom shelf	$ 900.00	$1,350.00

Non-Resident	Single Niche	Double Niche
Top shelf	$1,650.00	$2,300.00
Middle shelf	$1,500.00	$2,150.00
Bottom shelf	$1,350.00	$2,000.00

Bronze niche plaque included in purchase price. No additional charge to add end date scrolls as needed. $250.00 fee to change or replace plaque.

Bud vase, military medallion & urn available for purchase (current retail price & shipping costs) direct form vendor by request.

Single Niche = 1 cremain, individual plaque.
Double Niche = 2 cremains, companion plaque.

CITY HALL ROOM RENTALS ARE CHARGED TAX IN ADDITION TO THE FEE

CITY HALL	FEE
COMMUNITY ROOM **A** (per day)	
Weekdays (Monday – Friday)	$30.00
Weekends & Holidays	$60.00
COMMUNITY ROOM B (KITCHENETTE)	$25.00
Damage Deposit for After-hours rentals - Refundable	$125.00

- City Hall rental fees are for room use only
- Organizations are responsible for set-up and clean-up

FINANCE	FEE
ADMINISTRATIVE AND/OR COMPLIANCE ORDER APPEAL	$50.00
ASSESSMENT AGREEMENT	$50.00
ASSESSMENT FOR SERVICES (Administrative Fee)	$35.00
ASSESSMENT SEARCHES	$15.00
BANKRUPTCY DEPOSIT	3 x's average monthly bill
GARBAGE HAULERS: Bills fee -(monthly per customer) Basic Haulers fee (monthly)	 $1.50 $11.00
LABELS: Set-up Per label	 $25.00 $0.02
NOTARY PUBLIC	$1.50
PARKING FEES (for quarterly billing)	$3.00
PARKING OF DUMPSTER(S) – Annual Fees (plus tax when applicable) Containers less than 1 yard on City property – per container Containers 1 yard or larger on City property – per container Containers 1 yard or larger on City property with required enclosure to be built by City – per container	 $45.00 $195.00 $346.00
PARKING PERMIT FEES: (all parking permits are also charged tax) City Ramp – Reserved City Ramp – Unreserved & covered Hard surface Lot Discount Lot Temporary Permit – per month	 Annual $346.00 Quarterly $89.50 Monthly $32.85 Annual $283.00 Quarterly $73.75 Monthly $27.60 Annual $195.00 Quarterly $51.75 Monthly $20.25 Annual $90.00 Quarterly $25.50 Monthly $11.50 $10.00
PHOTOCOPIES (per MS 13.03 subd 3) – black & white under 100 pgs (in excess of 100 pgs $10.00)	$0.25 per page
RECYCLING FEE: Up to four unit dwelling (charged per household) Five unit dwelling or more (charged per household)	 $2.90 $2.30
RETURNED CHECK	$30.00
STOP PAYMENTS/RE-ISSUE	$20.00
TREE/WEED REMOVAL INVOICE (plus cost of removal)	$25.00
TRIP FEE	$50.00
ELECTRIC CONNECTION (Temporary)	Actual Cost

FROST CHARGE/INSTALL UNDERGROUND UTILITY	Actual cost plus 20%
HYDRANT:	
During work hours	$25.00
After work hours	$75.00
HYDRANT USE:	
1.5", $400 deposit	Metered
2.5", $600 deposit	Metered
City Approved Hydrant Lease	$2,000 Deposit
LATE PAYMENT CHARGE	5%
METER TAMPERING/THEFT OF ELECTRICITY	$300 plus actual costs
METER TEST:	
Electric Single-phase	$50.00
Electric Three-phase	$150.00
Water	$15.00
RADIO READ METER OPT OUT (per month fee)	$5.00
RADIO READ METER INSTALLATION ON OUTSIDE OF PROPERTY	$200.00
REPORT, ANY COMPUTER GENERATED REPORT	$25.00
SECURITY LIGHT (removal before 1 year of service)	$200.00
SERVICE CONNECTION:	
Regular	$50.00
All after hours	$100.00
SERVICE FEE FOR NON-PAYMENT:	
Regular	$50.00
After hours	$100.00
SEWER (no water service):	
Residential & new customers	~~$19.00~~ $20.00
Apartment (per occupied unit)	$10.00
STORMWATER UTILITY FEE (monthly fee):	
Open Space (per acre)	~~$3.07~~ $3.50
Single-Family Residential (per lot)	~~$3.07~~ $3.50
Townhouses/Two-Family Residences (per unit)	~~$2.38~~ $2.72
Multi-Family/apartments (per acre)	~~$18.41~~ $20.99
Schools/Churches/Institutional (per acre)	~~$24.54~~ $27.98
Commercial/Industrial/Retail (per acre)	~~$34.74~~ $39.60
WATER METERS:	
Purchase From City to maintain consistency	Actual cost
WATER & SEWER FIXED CHARGES:	
Water Charges;	
Residential	$6.25
Commercial	$11.20
Industrial	$186.95
Sewer Charges;	
Residential	$5.00
Commercial	$10.00
Industrial	$149.50

FIRE DEPARTMENT	FEE
FIRE WATCH (per firefighter per hour)	$35.00
HOT TAR KETTLE	$25.00
FIRE INCIDENT REPORT: (MS 13.03 Subd 3) 100 or fewer pages black/white copies Over 100 pages	 $0.25 cents per page $10.00
FIRE INVESTIGATION REPORT: (MS 13.03 Subd 3) 100 or fewer pages black/white copies Over 100 pages	 $0.25 cents per page $10.00
WITNESS UNDERGROUND STORAGE TANK REMOVAL	$25.00
DAYCARE LICENSE INSPECTION	$50.00
SITE PLAN REVIEW	$50.00
BUILDING CONSTRUCTION PLAN REVIEW	$50.00
FALSE ALARMS: 1 thru 3 4 or more (per incident)	 $0.00 $300.00
FIRE DEPT RE-INSPECTION FEE: Initial inspection 2nd Inspection to verify violation(s) was corrected 3rd Inspection on existing violation(s) Each subsequent inspection on existing violation(s)	 No cost No cost $50.00 $100.00

POLICE DEPARTMENT	FEE
ANIMAL RELATED:	
Adoption fee/day (after 5 days holding)	$3.00
Daily boarding fee	$15.00
Dog/Cat license	$15.00
Dog/Cat license – neutered/spayed	$7.00
Dog/Cat license – duplicate	$1.00
Potentially Dangerous dogs	$35.00
Euthanasia fee	$45.00
Dog/Cat Impoundment fee	
First offense (in a year)	$40.00
2nd offense (in a year)	$70.00
3rd offense (in a year)	$90.00
4th offense (in a year)	$115.00
CSO II MONITORING OR SECURITY	
Saturdays, 4-hour minimum (per hour rate)	$50.00
CITY CODE/VARIOUS CITATION(S) FEES	As per adopted in ORD-2013-1541
FALSE ALARMS:	
4th thru 9th	$50.00
10+	$125.00
LATE KEY RETURN	$30.00
PARKING FINES:	
Fine	$13.00
2nd offense in 60 days	$25.00
3rd offense in 90 days	$40.00
PHOTOS (each)	$5.00/$10.00
Roll	$30.00
REPORTS (accident, burglary, fire, other): (MS 13.03 Subd 3)	
100 or fewer pages (black/white copies)	$0.25 cents per page
Over 100 pages	$10.00
VEHICLE LOCKOUTS	$25.00

An hourly "exclusive use" fee shall be charged accordingly. $125.00 refundable key/damage deposit will be required for facilities requiring key access.

PAVILIONS/BUILDINGS	***RESIDENT***	***NON-RESIDENT***
	Hourly	***Hourly***
George Enloe Building	$17.00	$34.00
George Green - Pavilion	$17.00	$34.00
- Band shell (*non-concert***)*	$10.00	**$25.00**
Mississippi Park - Concession Stand*	$15.00	$30.00
Peninsula Point - River Room	$17.00	$34.00
- Concession Stand*	$15.00	$30.00
Rudy Johnson Building	$17.00	$34.00
Sorenson Building	$17.00	$34.00
Sunny Acres Pavilion	$17.00	$34.00

***Please see section 5. C. in the Policies, Procedures and Fees for non-City sponsored concerts/plays for rental fee.*

All pavilions/buildings have a key, lights, and electricity. All buildings have, or have close to them, restrooms and water facilities.

SHELTERS	***RESIDENT***	***NON-RESIDENT***
	Hourly	***Hourly***
Akin Riverside Park	$7.00	$15.00
John Ward Park (new)	$7.00	$15.00
Mississippi Park Shelters (4)*	$7.00	$15.00
Peninsula Point Park Patio	$7.00	$15.00
Sunny Acres Shelter	$7.00	$15.00
Garfield, Grant or King Shelter	No charge	No charge
John Ward Park Shelter (old)	No charge	No charge

Policy for reserving **Mississippi Park shelters is based on group size as follows:*

Group Size:	1 – 25	1 (one) shelter
	26 – 50	2 (two) shelters
	51 – 75	3 (three) shelters
	76 – 100	4 (four) shelters

BOAT SLIPS	ANNUAL FEE	After July 1 (late season 1st yr lease only)	High Water Refund
Akin Riverside Park	$1,800.00	$12.00 per day	$14.75 per day
Riverfront Park	$800.00	$5.50 per day	$6.50 per day
Rum River North	$1,000.00	$6.50 per day	$8.00 per day

$300 DEPOSIT DUE BY DEC 31 FOR ANNUAL RENEWAL

An "exclusive use" fee shall be charged as follows for OUTDOOR permits:

FIELDS/COURTS (Daylight use – per event) Hourly	***RESIDENT***	***NON-RESIDENT***
Basketball court/volleyball/horseshoe pit	No charge	No charge
Football field/soccer	$4.00	$8.00
Softball / Baseball field	$4.00	$8.00
Tennis court/Pickleball Court	1 Court No Charge *$2.00 / additional*	1 Court $2.00 *$4.00 / additional*
Volleyball court	No charge	No charge

RINKS / WARMING HOUSE	***Per Hour with Lights***	***Per Hour without Lights***
After Hours *(Includes attendant)*	$40.00	$25.00
Hockey Rink (during rink hours) – AAHA teams *Locations with 2 hockey rinks only*	Free AAHA Teams *$10 all other teams*	Free AAHA Teams *$10 all other teams*

Athletic Field Maintenance Fees - YOUTH

ARAA, Dist 11 Middle School Athletics, and St. Stephens School Sports
Non-Resident School: $100 per field rental fee for practices & games; $50 per field if games only

Softball & Baseball
$11 per field (drag & chalk or drag only)
Provide (or be billed per bag) chalk (per application ½ bag per field)
Provide (or be billed per gallon) paint based on weekly application (1.5 gal/skinned infield - 2.5 gal/grass infield)
Lighting **$10/hr**
$100 per field reconfiguration fee applicable only if changes needed to initial setup

Lacrosse
$100 per field layout fee (waived with volunteer assistance)
$36 per field weekly painting fee
Provide (or be billed per gallon) paint based on weekly application (6 gal per field)

Soccer
$100 per field layout fee (waived with volunteer assistance)
$36 per full size field weekly painting fee (Gray Ghost)
$19 per mid-size field weekly painting fee (Sunny Acres)
$11 per small field weekly painting fee (Enloe/Brisbin/Rudy)
Provide (or be billed per gallon) paint based on weekly application (6 gal/full size - 5 gal/mid size - 4 gal/small)
Lighting **$10/hr**

Football
$100 per field layout fee (waived with volunteer assistance)
$46 per field weekly painting / line cutting fee
Provide (or be billed per gallon) paint based on weekly application (9 gal per field)
Lighting **$10/hr**

Tennis
$1.00 per court per hour of exclusive use
$2.00 per court per hour of exclusive use w/on-site storage if available

Extras/Additional:

Chalk:	$8/bag
Mound Clay:	$21/bag
Drying Agent:	$15/bag
Delivery Fee:	$10/location

TOURNAMENT FEES

Adult and Non-affiliated tournaments:

	Daylight	Lights
Softball / Baseball	$50 per field per day	add $150 per field per day
Soccer / Football	$100 per field per day	add $150 per field per day
Hockey (Wilson only)	$200 per rink per day	add $100 per rink per day
	Includes rink, warming house & attendant	

Additional Fees:

Damage Deposit	$150 all tournaments. No exceptions.
Portables Toilets:	Per current bid
Field Prep:	$50 per hour per employee
(day of)	Fees include: drag & chalk, 1 employee
Hockey Lines/Circles:	$80 per box
Rink Prep/Flooding:	$60 per hour per employee for Evening/Weekend flooding
Field Lining:	$45/field for football, soccer & lacrosse
Field layout:	$100/field for football, soccer, Lacrosse
Chalker:	$100/day
Chalk:	$8/bag
Hand drag & 2 rakes:	$100/day

PARKS – AQUATIC CENTER ***(for aquatic center fees only, the term "resident" is defined as living in the City of Anoka, or being a student at a school located in the City of Anoka)***	**FEE**
DAILY FEES:	
Admission;	
Adult & Youth over 42"	$7.00
Youth under 42" & Seniors	$5.00
Under 1-year of age	Free
Admission after 5:00 p.m.	
Adult & Youth over 42"	$6.00
Youth under 42" & Seniors	$4.00
SEASON PASS:	
Individual Pass	$45.00 + tax
Dual Pass	$80.00 + tax
Each Additional	$30.00 + tax
Seniors 62+	$25.00+ tax
10% off purchase of 2 or more season passes on or before May 27	
GROUP RATES (per person in groups over 25) cost includes tax	$5.50
BIRTHDAY PARTY PACKAGES:	
Basic Package: Includes admission for **10** youth & 2 adults, 1 T-shirt &	~~$80.00~~ $85.00 + tax
10 small prizes	$7.50 each additional
Additional packages will include concession items	Price to be determined
PRIVATE RENTAL RATES (per hour):	
0-50	$150.00+ tax
51-150	$200.00+ tax
151-300	$300.00+ tax
301 - +	$550.00+ tax
Lap area only swim club	**$75.00** per practice+ tax
SWIMMING LESSONS:	
-All Sessions	
Youth levels 1-6	~~$54.00~~ $60.00
Parent & child levels 1 & 2	$42.00
Pre-School Levels 1-3	~~$48.00~~ $54.00
SPECIALTY CLASSES	
Lifeguard Training (28 hrs of instruction)	~~$200.00~~ $160.00
Jr Lifeguard (30 hrs, text, handouts, t-shirt)	$90.00
Private Lessons (four 40-minute lessons) per lesson rate $22.50	$96.00
Semi Private Lesson/2 youth @ same level (four 40-minute lessons)	~~Each $72.00~~ Eliminate

SENIOR CENTER FEES	**FEE**
Anoka Civic Groups & Non-profits	$20.00 per hr
Anoka Residents & all other Non-profits	$30.00 per hr
Non-Residents	$45.00 per hr
$125 Refundable Damage Deposit required for all above	

PUBLIC WORKS	FEE
ASSESSMENTS:	
Lot splits (covers s/w assessment for new lot)	$7,080.00
Street Renewal (per front foot)	Varies
Residential	~~$3,020.00~~ $3,110.00 plus $16.00 per front foot
Commercial	~~$6,040.00~~ $6,220.00 plus $32.00 per front foot
Sewer Service Replacement	~~$980.00~~ $1,010.00
Water Service Replacement	~~$1,090.00~~ $1,120.00
*Other assessments may be levied under extraordinary circumstances via common agreement w/benefiting property owners	
DRIVEWAY INSTALLATION PERMIT	$25.00
EXCAVATION PERMIT	$200.00
Additional Excavation (paved area)	$30.00
Additional Excavation (unpaved area)	$15.00
Right-of-Way Obstruction	$50.00
Delay Penalty (up to 3 days late)	$60.00
*Each additional day late over 3 days, per day rate	$10.00
(additional charges may be applicable depending on the scope of the project)	
LAND DISTURBANCE PERMIT	$50.00
UNSCHEDULED WORK:	
Replacement items;	
Concrete Curb, per lineal foot	$30.00
Concrete Sidewalk, per square foot	$25.00
Bituminous Street, per square foot	$20.00
*All other work will be billed on a time + materials basis, including costs for subcontractors.	
STREET SWEEPING	$260.00 per hour
WATER CONSERVATION VIOLATION FINES	2nd violation $25.00 3rd violation $50.00 4th violation $100.00 5th violation $200.00

MISCELLANEOUS FEES	FEE
Subordination Review & Processing	$50.00
Ordinance Violation & Misc Police Citation Fees	Per Ordinance # ORD-2013-1541
Halloween Grand Day Parade Seat (general seating)	$5.00

PUBLICATIONS	FEE
BUSINESS LISTING	$5.00
CITY CODE (excluding zoning code sections) Printed copy CD Rom copy	 $100.00 $30.00
COUNCIL & COMMISSION AGENDAS	0.25 cents per page
COUNCIL & COMMISSION MINUTES	0.25 cents per page
FLOOD PLAIN MAP	Per page
FLOOD PLAIN REGULATIONS	Per page
PLANNED UNTIL DEVELOPMENTS	Per page
PRECINCT MAPS 8-1/2 x 11 black & white Larger or colored maps are obtained from Anoka County GIS	 0.25 cents per page
SIGN ORDINANCE	0.25 cents per page
ZONING ORDINANCE (does not include subdivision ordinance) Printed copy CD Rom copy	 $30.00 $10.00
ZONING & STREET MAPS (Fee Based on Type of Map & Size) Black & White Color Lines Full Color/Aerial Photo Custom/Research	 $1 per sq ft (min 1 sq ft) $2 per sq ft (min 1 sq ft) $5 per sq ft (min 1 sq ft $25 per hour Admin Fee

COUNCIL MEMO FORM

9.4

Meeting Date	December 5, 2016
Agenda Section	Ordinances and Resolutions
Item Description	ORD/Sale of property; North Street Site Purchase Agreement (2nd reading)
Submitted By	Doug Borglund, Deputy Community Development Director

BACKGROUND INFORMATION:
The 1st reading of the proposed ordinance to approve the purchase agreement for the sale of property known as the North Street site was held at the regular City Council meeting on November 21, 2016. There have been no changes to this item since that time.

The City has been in discussions with William H. Urban regarding property known as city development site #9 or the North Street commercial development site. The property is zoned R-3 Medium Density Residential. Currently, the City is going through the process of a rezoning, comprehensive plan amendment, and zoning text amendment to allow a proposed 9,000 square foot building containing a Wellness Center and additional commercial space for lease. The 2-acre parcel will be platted as part of the 11th Avenue townhome project that is being sold by the City. The subject property was listed with Premier Commercial Realty who is the City's broker for this parcel. The City has received an offer of $190,000.00 for the 2-acre parcel contingent upon the City Council's approval to enter into a purchase agreement. This would be a 2017 project.

The City Attorney has reviewed the purchase agreement from a legal perspective and is satisfied.

The proposed schedule is as follows:

November 21, 2016: First Reading of an ordinance to sell property.
December 5, 2016: Second Reading of an ordinance to sell property.
February 28,2017: Real estate closing.

FINANCIAL IMPACT:
The sale price is $190,000.00 and is subject to closing costs and realtor fees.

COUNCIL REQUESTED ACTION:
Motion to hold the 2nd reading of an ordinance to approve the purchase agreement for sale of property known as the North Street site.

2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

CITY OF ANOKA, MINNESOTA
ORDINANCE

ORD-2016-XXXX

AN ORDINANCE TO CONVEY REAL PROPERTY TO WILLIAM H. URBAN.

WHEREAS, the City of Anoka owns real property identified in the Purchase Agreement or Exhibit A; and

WHEREAS, William H. Urban propose to purchase the property identified in the purchase agreement or Exhibit A; and

WHEREAS, the Council has determined in accordance with Section 13.05 of the City Charter that it would be in the best interest of the City of Anoka to sell the real property owned by the City of Anoka to William H. Urban pursuant to the terms of the attached Purchase Agreement or Exhibit A.

NOW, THEREFORE, the Council of the City of Anoka, Minnesota, ordains:

1. The City Council hereby approves the sale of said real property pursuant to the attached Purchase Agreement.

2. The City Council authorizes and directs the Mayor and City Clerk to execute a deed and all of the documents necessary to complete the sale.

3. This ordinance shall be in full force and effect seven (7) days after publication.

Adopted by the Anoka City Council this 5th day of December, 2016.

Introduced: _____
Adopted: _____
Published: _____
Effective: _____

	Aye	Nay	Abstain	Absent
Rice	_____	_____	_____	_____
Anderson	_____	_____	_____	_____
Freeburg	_____	_____	_____	_____
Schmidt	_____	_____	_____	_____
Weaver	_____	_____	_____	_____

_____
Phil Rice, Mayor

_____
Amy T. Oehlers, City Clerk

PURCHASE AGREEMENT

PURCHASE AGREEMENT, made this _____ day of November, 2016, by and between **THE CITY OF ANOKA, MINNESOTA,** a Minnesota municipal corporation, ("Seller") and **WILLIAM H. URBAN** ("Buyer").

RECITALS:

A. Seller desires to sell and Buyer desires to purchase certain real estate situated in Anoka County, Minnesota, and located at the intersection of North Street and 11th Avenue and delineated on the attached Exhibit, the exact legal description of which will be hereafter determined and which legal description will govern this transaction (the "Real Estate"); and

B. The parties understand and agree that the Real Estate is part of a larger parcel of real property owned by Seller that will be platted pursuant to a purchase agreement between Seller and another Buyer. Therefore, the legal description of the Real Estate and dates for actions that are dependent upon the prior platting of the entire parcel contained in this Agreement, are approximate and will be further confirmed subsequent to the aforementioned platting of the entire parcel.

C. The parties desire to set forth their agreement by this written instrument.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises made herein, and for other good and valuable consideration, it is hereby agreed as follows:

1. **SALE AND PURCHASE**. Seller agrees to sell and Buyer agrees to purchase from Seller the Real Estate, including all easements, rights of way, privileges, licenses, appurtenances and other rights and benefits running with the Real Estate, all pursuant to the terms and conditions of this Agreement.

2. **PURCHASE PRICE AND MANNER OF PAYMENT**. The purchase price for the Real Estate shall be One Hundred Ninety Thousand and no/100 ($190,000.00) Dollars in cash. The purchase price shall be payable as follows:

a. Earnest money of Five Thousand and no/100 ($5,000.00) Dollars to be deposited with Title Company, as that term is hereinafter defined, and in accordance with an Escrow Agreement in the form attached hereto, in a non-interest bearing account.

b. The earnest money shall be refundable to Buyer in the event that the transaction does not close unless the failure to close is the result of a default by Buyer under the terms of this Purchase Agreement. In the event of such a default, the earnest money shall be paid to Seller as liquidated damages.

c. The balance of the purchase price shall be paid in cash at the time of Closing.

3. **OBLIGATIONS OF SELLER**. Seller shall be obligated to perform each of the following acts:

a. Has heretofore provided Buyer with a copy of the wetland delineation reports of the Real Estate.

b. To assure that the Real Estate is platted prior to closing.

c. On or before February 28, 2017, provide Buyer with a Title Commitment as described in Paragraph 6 of this Agreement.

d. Has heretofore provided Buyer with any and all environmental reports in its possession pertaining to the Real Estate.

4. **CONTINGENT OBLIGATIONS FOR BUYER**. The obligation of Buyer to close on this transaction is contingent upon each and all of the following:

a. Buyer has heretofore made, at his sole cost and expense, a soil test and soil borings for the Real Estate. A copy of such test results shall be furnished to Seller.

b. A determination by Buyer, in his sole discretion that the Real Estate and the soil are suitable for Buyer's intended use of the Real Estate.

c. The ability to secure appropriate bank financing for the project on or before April 15, 2017.

d. A determination that title is marketable in accordance with Paragraph 6.

e. A determination that there are no environmental issues with respect to the Real Estate which determination shall be made in Buyer's sole judgment.

e. Approval by Seller on or before March 31, 2017 of Buyer's intended use of the Real Estate.

Buyer may be excused from performing his obligation hereunder to close this transaction if Seller fails to perform its obligations under Paragraph 3 of this Agreement or Buyer desires to be relieved of his obligations by reason of the contingencies set forth in this Paragraph 4 so long as Buyer gives Seller written notice on or before April 15, 2017 that he desires to be relieved of his obligations hereunder. Otherwise, Buyer shall forfeit the earnest money as liquidated damages for Seller.

5. **CONTINGENT OBLIGATIONS FOR SELLER.** The obligation of Seller to Close on this transaction is contingent upon each and all of the following:

a. Buyer and Seller entering into a Development Agreement for the development of the Real Estate by Buyer which will provide that the Buyer will construct a commercial building in substantial conformance with the development plat, site plan and building elevations approved by Seller.

b. Seller's approval of Buyer's preliminary and final plat.

c. Buyer working with Seller to expand the existing storm water pond located at the intersection of 11th Avenue and North Street which will serve as a regional pond. Seller will work with all parties that will need to be served by the regional pond to determine their share of the expense. As part of the Development Agreement, Buyer's fair share cost will be agreed upon between the Seller and the Buyer, which Buyer will be obligated to pay on or before the Closing.

In the event any of the above contingencies have not been satisfied by Buyer, or waived by Seller on or before the Closing, this Agreement shall be voidable at the option of Seller.

6. **REPRESENTATION AND WARRANTIES OF SELLER.** Seller hereby makes the following representations and warranties to Buyer which representations and warranties shall survive the Closing Date:

a. **Authorization.** Seller is a Minnesota municipal corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota. The execution, delivery and performance of this Agreement and all other documents, instruments and agreements now or hereafter to be executed and delivered by Seller pursuant to this Agreement is within the power of Seller, has been duly authorized by all necessary or proper actions and is enforceable against Seller in accordance with its terms. The individual executing this Agreement on behalf of Seller has the authority to bind Seller.

b. **Title to Real Estate.** Seller will own the Real Estate as of the Closing Date free and clear of all encumbrances except easements of record.

c. **Assessments**. To Seller's knowledge, there are no notice of actual or threatened special assessments or reassessments of the Real Estate.

d. **Rights of Others to Purchase Real Estate**. Seller has not entered into any other contracts other than this Agreement for the sale of the Real Estate and there are no rights of first refusal or options to purchase the Real Estate or any other rights of others that might prevent the consummation of the transaction contemplated by this Agreement.

e. **Proceedings**. There is no action, litigation, investigation, unsatisfied order or judgment, condemnation or proceedings of any kind pending or to the best of Seller's knowledge, threatened against Seller for any portion of the Real Estate (i) affecting the Real Estate or (ii) which could interfere with the consummation by Seller of the transaction contemplated by this Agreement.

f. **Wells**. To the best of Seller's knowledge, there are no wells located on the Real Estate that have not either been removed or sealed.

g. **Hazardous Substances**. To the best of Seller's knowledge, no hazardous substances are located on the Real Estate. Seller has received no notice from any governmental entity or any private party that any hazardous substances are currently located on the Real Estate in violation of any environmental law. Seller has no actual knowledge of the use, storage or release of any hazardous substances on the Real Estate. Seller has not released any hazardous substances on the Real Estate. To the best of Seller's knowledge, there are no underground storage tanks or related piping located on the Real Estate and there were no above ground storage tanks which have been removed.

h. **Foreign Person.** Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended

i. **Sewer and Water.** The Real Estate shall have access to sanitary sewer and water.

j. **Access.** There is access to the Real Estate from North Street.

Seller shall give Buyer prompt written notice if it obtains any information which would in any manner affect, alter or change any of the foregoing warranties. Seller shall indemnify and hold Buyer, its successors and assigns, harmless with respect to any loss, cost, expense, damage or liability, including reasonable attorney's fees, resulting from any circumstances making said warranty materially untrue as of the Closing Date. If, prior to Closing, Seller is in default with respect to, or breaches or fails to perform one or more of the representations, covenants, warranties or other terms of this Agreement, and such default, breach or failure is not cured or remedied prior to the earlier of the Closing Date or ten (10) Business Days after receipt of written notice thereof given by Buyer to Seller, Buyer may either (a) terminate this Agreement, in which event the earnest money shall be returned by Title Company to Buyer and the parties shall be released from all further obligations and liabilities under this Agreement, or (b) sue for specific performance. Any action by Buyer for specific performance must be commenced no later than ninety (90) days after the date of the occurrence of Seller's default. The remedies set forth above shall be Buyer's sole remedies arising from a default, breach or failure to perform by Seller that occurs prior to the Closing Date.

7. **AS IS; ALL FAULTS**. Subject to Seller's representations, warranties and covenants set forth in this Agreement and in the closing documents, and subject to Buyer's rights to terminate as set forth in paragraph 4 of this Agreement, Buyer agrees to accept the condition

of the Real Estate, including specifically without limitation, the environmental and geological condition of the Real Estate, in an "AS-IS" and with "ALL FAULTS" condition. Buyer's acceptance of title to the Real Estate shall represent Buyer's acknowledgment and agreement that, except as expressly set forth in this Agreement or the closing documents: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Real Estate (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose); (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Real Estate; (iii) Buyer has had an adequate opportunity to inspect the condition of the Real Estate, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing; and (iv) the condition of the Real Estate is fit for Buyer's intended use.

8. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer hereby represents and warrants to Seller, which representation and warranty shall survive the Closing, that the individuals executing this Agreement on behalf of Buyer have the legal authority and the legal capacity to execute this Agreement on behalf of Buyer and to bind Buyer and that Buyer has the full and complete authority to enter into this Agreement and to purchase the Real Estate.

9. **INDEMNIFICATIONS.** Buyer shall indemnify and defend Seller and hold Seller harmless from any and all claims, causes of action, administrative orders, costs, expenses and liabilities of every kind and nature howsoever originating and existing, arising out of: (i) Buyer's operation or ownership of the Real Estate subsequent to the Closing, including, but not limited to, Seller's attorney's fees and costs incurred in defending claims to establish or enforce such liabilities; (ii) Buyer's investigation of the Real Estate prior to Closing, and (iii) breach of Buyer's representations and warranties set forth in Section 8 hereof. Buyer shall restore the Real Estate to substantially the same condition as existed prior to such investigation, and repair any damage caused by such investigation.

10. **TITLE**. On or before February 28, 2017, Seller, at its expense, shall deliver to Buyer a commitment for an owner's title insurance policy (ALTA 1992 Owner's form) issued by Registered Abstracters or another title insurance company acceptable to Buyer ("Title Company") naming Buyer as the proposed owner-insured of the Real Estate in the amount of the Purchase Price (the "Commitment"). The Commitment shall be a commitment to insure marketable title in Buyer, free and clear of all mechanic's lien claims, questions of survey, unrecorded interests, rights of parties in possession or other expectations. The Commitment shall include all requirements to delete standard exceptions and issue endorsements. Buyer will be allowed ten (10) days after receipt of the Commitment and the survey (as hereinafter defined) for examination thereof and for making any objections to the marketability of the title to the Real Estate, said objections to be made by written notice or to be deemed waived. Buyer need not object to mortgages or other monetary liens, all of which Seller shall cause to be satisfied at or prior to Closing. If any objections are so made to the marketability of the title to the Real Estate, Seller shall have ten (10) days after delivery of such objections to notify Buyer in writing of any objections Seller does not intend to cure. Seller may not elect not to cure objections to the standard exceptions in the Commitment, Seller hereby agreeing to provide such affidavits and indemnities as Title Company may require in order to delete them at closing. If Seller notifies

Buyer that Seller does not intend to cure one or more objections, Buyer, at its option, may terminate this Agreement by giving written notice to Seller within ten (10) days after delivery of Seller's notice. If Buyer so terminates this Agreement the Earnest Money shall be returned immediately to Buyer and neither party shall have any further rights or obligations hereunder. If Buyer does not terminate this Agreement during such ten (10) day period it shall be deemed to have waived any objections identified in Seller's notice. If Seller agrees to, but does not cure such objections within such period or additional title defects exist as of the Closing Date, Buyer may either:

a. Terminate this Agreement by giving written notice to Seller in which event neither party shall have any further rights or obligations hereunder; or

b. Elect to accept the title in its unmarketable condition by giving written notice to Seller, in which event Buyer shall hold back adequate funds from the portion of the Purchase Price payable at the Closing to cure the defects and apply said holdback funds for the cost of curing such defects, including attorney's fees, and pay the unexpended balance to Seller. (If the amount of said holdback cannot be mutually agreed to by Seller and Buyer, the Title Company shall determine the amount of said holdback.)

11. **CLOSING**. The Closing on the purchase and sale contemplated by this Agreement ("Closing") shall take place on or before April 28, 2017. The Closing shall take place at the office of Registered Abstracters or at such other place as the parties may agree. Seller agrees to deliver possession of the Real Estate to Buyer on the Closing Date:

a. **Seller's Closing Documents**. On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively "Seller's Closing Documents"):

1. **Deeds**. A Quit Claim Deed joined by any and all persons who have an interest in the Real Estate conveying the Real Estate to Buyer free and clear of all encumbrances except easements of record.

2. **Title Policy**. A suitably marked up Commitment for Title Insurance initiated by Title Company, in the form required by the Commitment as approved by Buyer.

3. **Bring-down Certificate**. The Bring-down Certificate dated the Closing Date, signed by Seller, certifying that the representations and warranties of Seller contained in this Agreement are true as of the Closing and acknowledging that Seller's warranties survive Closing.

4. **Seller's Affidavit**. An Affidavit by Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving Seller or the Real Estate; that there has been no skill, labor or material furnished to the Real Estate for which payment has not been made or for which mechanic's liens could be filed

except for such work that may have been performed at the request of Buyer; and that there are no other unrecorded interests in the Real Estate, together with whatever standard owner's affidavit and/or indemnity which may be required by the Title Company to issue an owner's policy of Title Insurance to Buyer with the "standard" exceptions for matters arising after the effective date of the Commitment, mechanic's lien claims, questions of survey, unrecorded interests, rights of parties in possession or other exceptions.

5. **FIRPTA Affidavit**. A non-foreign affidavit, properly executed and in recordable form containing such information as is required by IRC Section 1445 and its regulations.

6. **IRS Form**. A Designation Agreement designating the "reporting person" for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.

7. **Well Certificate**. A certificate signed by Seller warranting that there are no "wells" on the Real Estate within the meaning of Minnesota Statute Chapter 1031 that have not been removed or sealed or if there are "wells", a well certificate in the form required by law.

8. **Storage Tanks**. If the Real Estate contains or contained any storage tanks, an affidavit with respect thereto, as required by Minnesota Statutes §116.48.

9. **Platting**. Seller shall furnish the plat for the Real Estate and all documents necessary to record such plat unless it has been recorded prior to Closing.

10. **Other Documents**. All other documents reasonably determined by Buyer to be necessary to transfer the Real Estate to Buyer as required by this Agreement.

b. **Buyer's Closing Documents**. On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Closing Documents"):

1. **Certificate of Real Estate Value**.

2. **Closing Statement**.

3. **IRS Form**. A Designation Agreement designating the "reporting person" for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.

c. **Pro-rations and Closing Costs**. Seller and Buyer agree to the following pro-rations and allocation of costs regarding this Agreement:

1. **Title Insurance and Closing Fees**. Seller will pay all costs of the title commitment and the fees charged by Title Company for any escrow required regarding Buyer's Objections. Buyer will pay for title examination and the premium required for the issuance of the Title Policy. Seller and Buyer will each pay one-half (1/2) of any reasonable and customary closing fee or charge of Title Company or its agent.

2. **Recording Costs**. Seller will pay the cost of recording all documents necessary to place record title in the condition warranted and required of Seller in this Agreement. Buyer will pay the cost of recording the Quit Claim Deed.

3. **Real Estate Taxes and Special Assessments**. Seller shall pay all special assessments with respect to the Real Estate that are due and owing as of the date of Closing.

4. **Deed Tax**. Seller shall pay the deed tax payable on recording of the Quit Claim Deed. Buyer shall pay any and all mortgage registry tax payable in connection with Buyer's financing.

5. **Utilities**. Seller shall endeavor to have all meters read and final bills, if any, rendered for all utilities servicing the Real Estate, if any, including, without limitation, water, sewer, gas and electricity, for the period to and including the day preceding Closing, and Seller shall pay such bills.

6. **Platting**. Seller shall assure that all costs incurred in conjunction with the plat and all costs of recording the plat are paid prior to Closing.

12. **BROKERAGE FEES**. Seller is represented in this transaction by Premier Commercial Properties and Seller shall pay all commissions due to Premier Commercial Properties. Buyer is not represented in this transaction by a broker. If any other broker claims a real estate commission by or through either of the parties hereto, the party through whom such broker seeks a commission shall indemnify the other party against all costs, including reasonable and necessary attorney's fees in conjunction with the claim by such a person to a brokerage fee as well as to the fee itself.

13. **NOTICES**. Any notices required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to an officer of Seller; or if it is directed to Buyer, by delivering it personally to an officer of Buyer or if mailed in a sealed wrapper by United States registered or certified mail, return receipt required, postage prepaid; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: **THE CITY OF ANOKA**
2015 First Avenue North
Anoka, MN 55303-2270

Attention: Doug Borglund

with a copy to: Scott C. Baumgartner
Hawkins & Baumgartner, P.A.
2140 4th Avenue N.
Anoka, MN 55303

If to Buyer: **WILLIAM H. URBAN**
3325 140th Avenue N.W.
Andover, MN 55304

with a copy to: Ronald H. Groth, Esq
GROTH LAW FIRM, LTD.
Suite 400
401 Second Avenue North
Minneapolis, MN 55401-2097
(612) 215-3303
rhg@suite2960.com

14. **ASSIGNMENT**. Buyer may not assign this Purchase Agreement to any person or entity without the prior written consent of Seller which consent shall not be unreasonably withheld.

15. **CAPTIONS**. The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

16. **ENTIRE AGREEMENT: MODIFICATIONS**. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Real Estate. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

17. **BINDING EFFECT**. This Agreement binds and benefits the parties and their successors and assigns.

18. **CONTROLLING LAW**. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

19. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each which shall constitute an original but all of which together shall constitute a single Agreement.

The City of Anoka agrees to sell the Property for the price and terms and conditions set forth above.

SELLER:

City of Anoka

Date _____

By _____
Phil Rice
Its: Mayor

Date _____

By _____
Amy Oehlers
Its: City Clerk

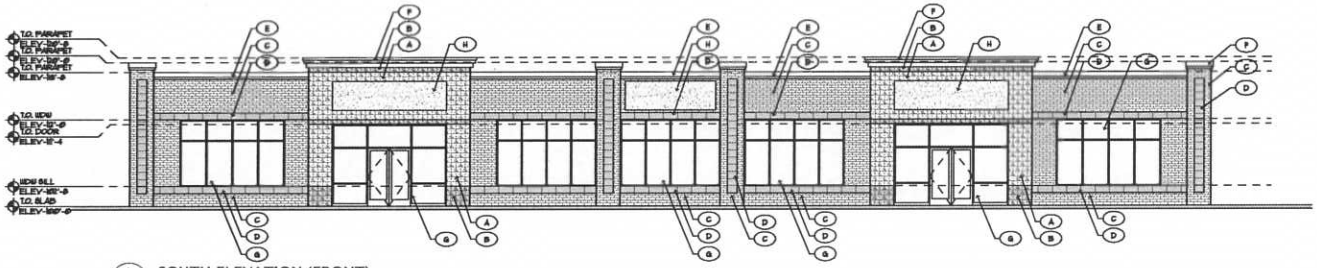
The undersigned agrees to buy the Property for the price and terms and conditions set forth above.

BUYER:

Date Nov 14 2016

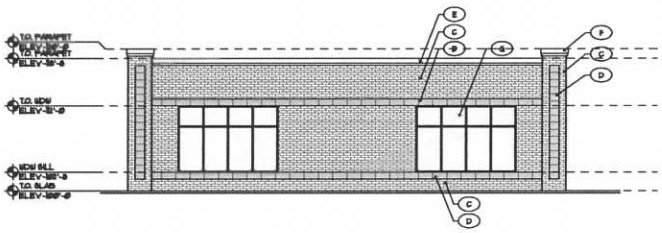
By _____
William H. Urban

11th Ave & North St. Development Site
Approx. 2.0 Acres

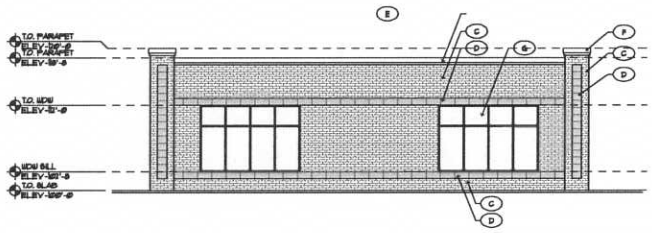


1 A201 **SOUTH ELEVATION (FRONT)**
SCALE: 1/8" = 1'-0

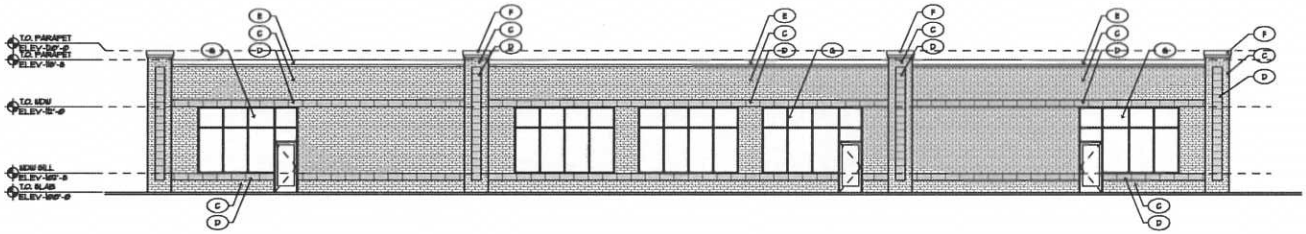
EXTERIOR FINISH SCHEDULE				
ID	MATERIAL	MFGR	FINISH	COLOR
A	ROCKFACE CMU			1
B	ROCKFACE CMU			2
C	UTILITY BRICK 12X4	ANCHOR BLOCK		NORTH OAKS
D	STONE INLAY			2
E	METAL CORNICE			2
F	METAL CORNICE			3
G	ANODIZED ALUMINUM W/ INSULATED GLASS			MED BRONZE
H	EIFS SIGN BAND			2



2 A201 **EAST ELEVATION (SIDE)**
SCALE: 1/8" = 1'-0



3 A201 **WEST ELEVATION (SIDE)**
SCALE: 1/8" = 1'-0



4 A201 **NORTH ELEVATION (REAR)**
SCALE: 1/8" = 1'-0

nai ARCHITECTS

1959 Sloan Place, Suite 100
Maplewood, MN 55117

Phone: (651) 487-3281
Fax: (651) 487-3283
NAI-Architects.com

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION PURPOSES

RJ MARCO CONSTRUCTION
GENERAL CONTRACTOR

Proposed Plan for:

ANOKA WELLNESS CENTER

Intersection of:
Riverdale Dr NW
& 11th Ave NW
Anoka, MN 55303

PID: 05-31-24-23-0002

CONSTRUCTION DOCUMENTS INCLUDING THE DESIGN AND IDEAS ARE THE EXCLUSIVE PROPERTY OF NAI ARCHITECTS, INC. 2016

Issues & Revisions:

	11/03/2016 PRELIMINARY REVIEW

Comm. No.: 2016053

Drawn By: SGB

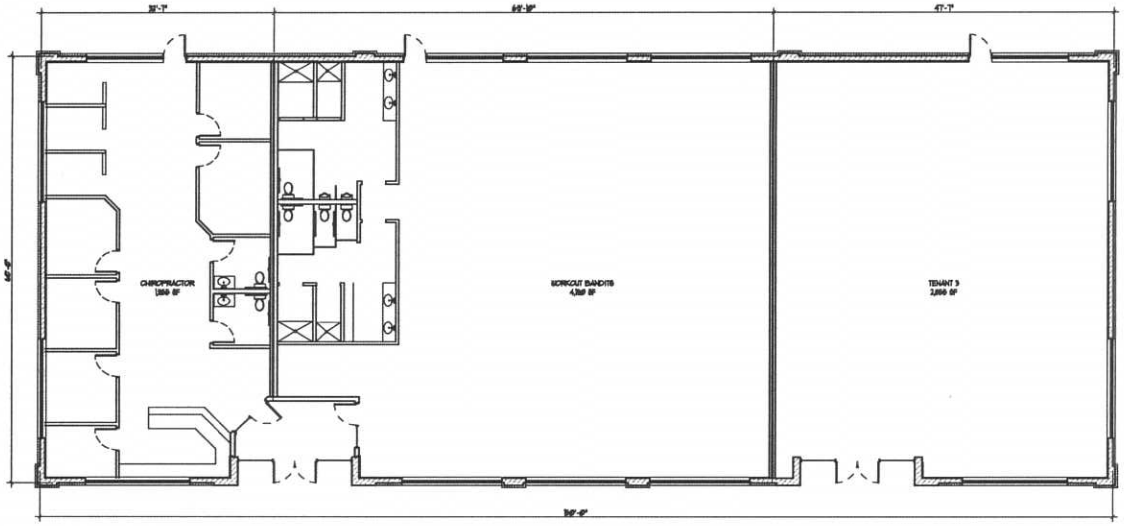
Date:

Sheet Name:

EXTERIOR ELEVATIONS

Sheet No.:

A201



1 A101 **FLOOR PLAN**
SCALE: 1/8" = 1'-0

naiARCHITECTS
1959 Sloan Place, Suite 100
Maplewood, MN 55117
Phone: (651) 487-3281
Fax: (651) 487-3283
NAI-Architects.com

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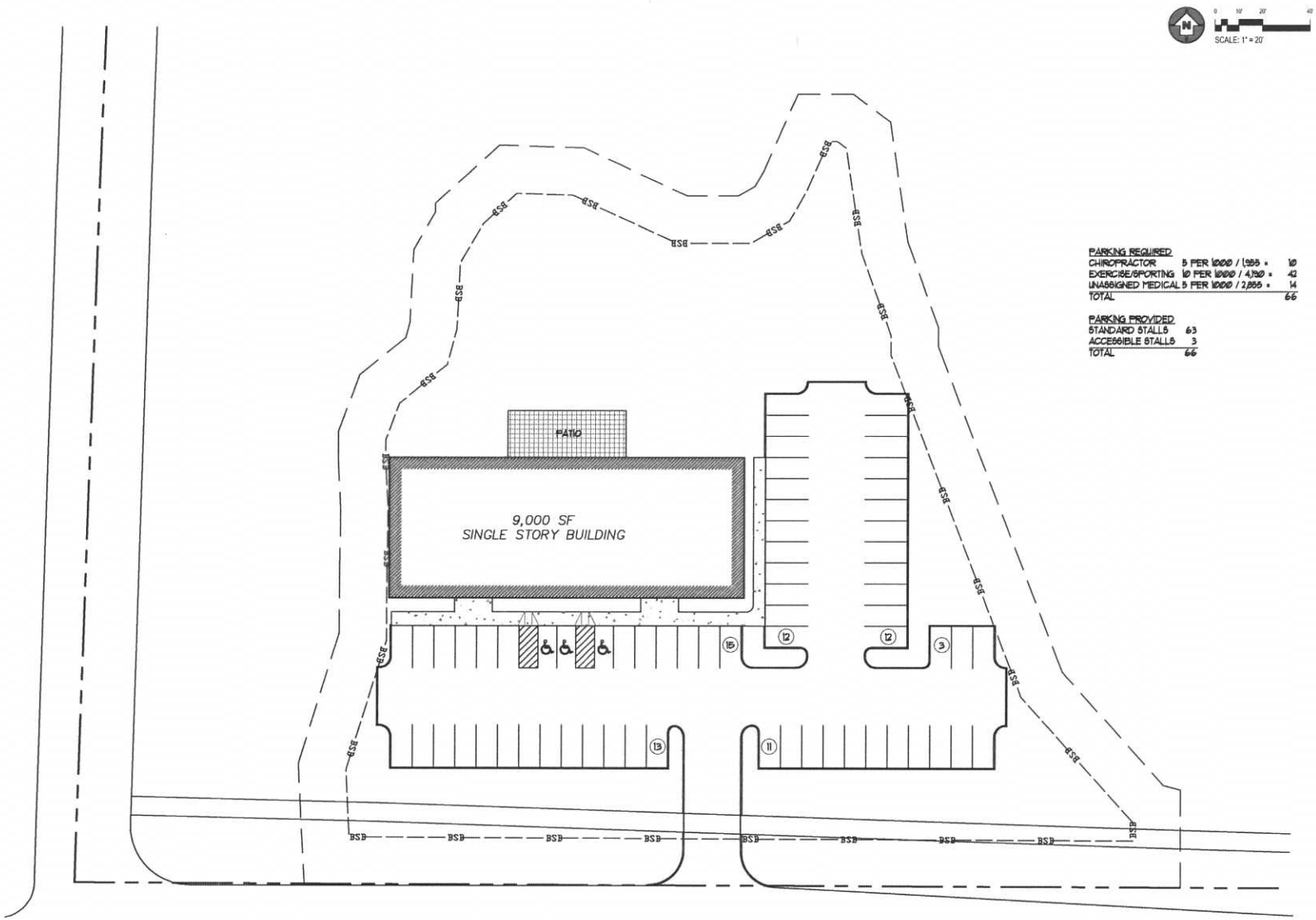
	11/03/2016 PRELIMINARY REVIEW

Comm. No.: 2016053
Drawn By: SGB
Date:

Sheet Name:
FLOOR PLAN

Sheet No.:
A101



PARKING REQUIRED

CHIROPRACTOR	5 PER 1000 / 1,955 =	10
EXERCISE/SPORTING	10 PER 1000 / 4,150 =	42
UNASSIGNED MEDICAL	5 PER 1000 / 2,855 =	14
TOTAL		66

PARKING PROVIDED

STANDARD STALLS	63
ACCESSIBLE STALLS	3
TOTAL	66

nai ARCHITECTS

1959 Sloan Place, Suite 100
Maplewood, MN 55117

Phone: (651) 487-3281
Fax: (651) 487-3283
NAI-Architects.com

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION PURPOSES

RJ MARCO CONSTRUCTION
GENERAL CONTRACTOR

Proposed Plan for:

ANOKA WELLNESS CENTER

Intersection of:
Riverdale Dr NW
& 11th Ave NW
Anoka, MN 55303

PID: 05-31-24-23-0002

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Issues & Revisions:

	11/03/2016 PRELIMINARY REVIEW

Comm. No.: 2016053

Drawn By: SGB

Date:

Sheet Name:

ARCHITECTURAL SITE PLAN

Sheet No.:

AC101

COUNCIL MEMO FORM

9.5

Meeting Date	December 5, 2016
Agenda Section	Ordinances and Resolutions
Item Description	ORD/Approving 2nd Amendment to the Woodbury Lease/Mad Hatter Tea Room. (1st reading)
Submitted By	Lori Yager, Finance Director

BACKGROUND INFORMATION

At the November 28th work session a lease amendment for the Woodbury House (The Mad Hatter Tea Room, LLC) was discussed. The amendment is the result of a misinterpretation of the lease agreement. "Net Sales" is used in the body of the agreement but "Net Proceeds" is used in Exhibit D. Staff agrees that the original agreement should be modified and is recommending the changes be implemented retroactively.

The attached agreement is modified to include the recommended language which is **underlined and bolded**. Staff recommends that the amended agreement be retroactive to the year ending 2015. The changes proposed amend the amount of Net Sales from $100,000 per quarter to $720,000 per year and change "Net Proceeds" to "Net Sales" in Exhibit D. It also amends the number of times to pay any additional lease amount from quarterly to annually.

FINANCIAL IMPACT

Current base rent is $36,000 plus taxes and utilities. The original contract would require the Mad Hatter to pay an additional $8,000 for 2015. The amended contract will require an additional $1,000 (approximately).

COUNCIL ACTION REQUESTED

Motion to Introduce and Hold the First Reading of an Ordinance Approving the 2nd Amendment to the Woodbury Lease/Mad Hatter Tea Room. Please be advised that the vote taken on this would be to allow the ordinance's Introduction and First Reading only. Formal action on the adoption of the amendment will occur at the 2nd Reading

2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

CITY OF ANOKA, MINNESOTA
ORDINANCE

ORD-2016-

SECOND AMENDMENT TO A LEASE FOR REAL PROPERTY AT 1632 S. FERRY STREET

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

WHEREAS, The City of Anoka (Landlord) and Mad Hatter Tea Room, LLC (Tenant) are parties to that certain Lease Agreement, dated November 4, 2013, and amended April 7, 2014 for lease of the property at 1632 South Ferry Street, Anoka, Minnesota;

WHEREAS, Tenant and landlord request to modify Net Sales Incentive;

WHEREAS, "Net Sales" is described in the body of the agreement but "Net Proceeds" is used in Exhibit D describing rent, which is confusing;

WHEREAS, Tenant and landlord are clear on the definition of "Net Sales" and have requested a change to the lease agreement;

WHEREAS, Tenant and landlord agree to modify Net Sales Incentive to 2.5% of all Net Sales calculated annually instead of quarterly;

WHEREAS, The Net Sales Incentive will be based on "Net Sales" over $720,000 annually instead of "Net Sales" over $100,000 quarterly.

WHEREAS, "Net Sales" will replace "Net Proceeds" in Exhibit D.

NOW, THEREFORE, the Council of the City of Anoka, Minnesota, ordains:

1. The City Council hereby approves the second amendment to the lease of said real property pursuant to the attached lease agreement.

2. The City Council authorizes and directs the Mayor and City Clerk to execute a deed and all of the documents necessary to complete the lease agreement.

3. This ordinance shall be in full force and effect upon passage and seven (7) days after publication.

ATTEST:

Introduced: December 5, 2016
Adopted: _____
Published: _____
Effective: _____

_____
Phil Rice, Mayor

	Aye	Nay	Abstain	Absent
Rice				
Anderson				
Freeburg				
Schmidt				
Weaver				

_____
Amy T. Oehlers, City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made this 4th day of November, 2013, by and between the City of Anoka, a Minnesota municipal corporation, located at 2015 First Avenue, Anoka, Minnesota 55303 ("Landlord"), and the Mad Hatter Tea Room, LLC, a Minnesota limited liability company, with its principal place of business located at 1632 South Ferry Street, Anoka, Minnesota ("Tenant").

SECTION ONE
GRANT OF LEASE

1.1 Landlord hereby demises and leases the Premises, as defined herein, to Tenant, and Tenant hereby leases and accepts the Premises from Landlord, to have and to hold during the Term, subject to the terms and conditions of this Lease.

1.2 Landlord shall warrant and defend Tenant in the quiet enjoyment and possession of the Premises during the Term, subject to the terms and conditions of this Lease.

1.3 Landlord covenants to observe and perform all of the terms and conditions to be observed and performed by Landlord under this Lease. Tenant covenants to pay the rent when due under this Lease and to observe and perform all of the terms and conditions to be observed and performed by Tenant under this Lease.

1.4 "Building" means that structure located at 1632 South Ferry Street, Anoka, Minnesota.

1.5 "Premises" means the real property and Building located at 1632 South Ferry Street, Anoka, Minnesota and legally described as set forth in Exhibit A attached hereto and made a part hereof. In addition to the Premises, Landlord shall make available for Tenant's use, parking in a public parking area adjacent to the property containing not less than 37 parking spaces.

1.6 Condition of Premises. Landlord makes no guarantees or warranties as to the condition of the Premises or that the Premises are fit for Tenant's intended purposes. Tenant has had an opportunity to inspect the Premises and make its own conclusions as to the fitness of the Premises for Tenant's intended use. With the exception of the work and improvements to be performed on the Premises by Landlord, as identified in Exhibit B attached hereto ("Landlord Improvements"), Tenant takes the property in its "AS IS" condition and the taking of possession of the Premises by Tenant shall be conclusive evidence as against Tenant that the Premises are in acceptable condition.

1.7 "Tenant's Services" means those services and activities normally associated with running a restaurant business including, but not limited to, the providing of food and beverages to customers.

SECTION TWO
TERM AND POSSESSION

2.1 Term. The term of this Lease shall be five (5) years, beginning on November 5, 2013 and ending on December 31, 2018 (the "Initial Term"), unless otherwise terminated as

provided herein. Tenant shall have the right to renew this Lease for successive five (5) year, periods ("Renewal Terms") upon mutually agreeable terms and conditions.

2.2 Termination for Convenience. After the Initial Term and during any Renewal Term, either Landlord or Tenant may terminate this Lease by giving one hundred and eighty (180) days prior written notice of its intent to terminate the Lease.

SECTION THREE
PERSONAL PROPERTY

Tenant is the owner of certain kitchen fixtures and equipment, tables, chairs, furniture, decorations and other personal property, all as listed on Exhibit C ("Tenant Property"). Tenant shall, at its own expense, provide all other personal property required to operate Tenant's Services. All personal property provided by Tenant shall be and remain Tenant's property during and after the Initial and any Renewal Term. Any personal property provided by Landlord shall be and remain Landlord's property during and after the Initial and any Renewal Term.

SECTION FOUR
USE OF PREMISES

4.1 Use. Tenant's use of the Building shall be limited to a restaurant use and uses accessory to the operation of the restaurant including office and storage. The Premises shall be used and occupied only to provide Tenant's Services or for such other purpose as Landlord may specifically authorize in writing. In the event Tenant provides alcoholic beverages as part of Tenant's Services, Tenant shall maintain, at Tenant's expense, an on-sale liquor license for the Premises. Tenant shall maintain an adequate and properly trained staff to operate Tenant's business and provide Tenant's Services in an efficient and business-like manner. Failure by Tenant to operate its business in such a manner shall be a basis for termination of this Lease by Landlord as provided for in Section 22.2 herein. Tenant agrees that it will not permit any alcohol consumption by any of its employees while they are working on the Premises.

4.2 Hours of Operation. Notwithstanding anything to the contrary in this Lease, Tenant shall determine the hours of operation of Tenant's Services in its sole discretion, so long as said hours of operation do not violate any state or local laws or regulations.

4.3 Compliance with Laws. The Premises shall be used and occupied in a safe, careful, and proper manner so as not to contravene any- present or future governmental and quasi-governmental laws, regulations or orders, or the requirements of Landlord's insurance carriers.

4.4 Hazardous Substances. Tenant will not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors or invitees, without obtaining Landlord's prior written consent. If Tenant breaches the foregoing representation and warranty, or if Hazardous Substances are used, stored, generated or disposed of on or in the Premises or the Building by such persons or if the Premises or the Building become contaminated in any manner for which the Tenant is legally liable, Tenant agrees to indemnify, defend and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including a decrease in value of

the Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the Premises, and any and all sums paid for settlement of claims, attorneys' fees, consultants' and experts' fees) arising during or after the termination of this Lease and arising as a result of such contamination by Tenant or such other persons. Without limitation of the foregoing, this indemnification includes all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision.

If Tenant causes or permits the presence of any Hazardous Substance in the Premises or the Building and such Hazardous Substances alone result in contamination, Tenant will promptly, at its sole expense, take all necessary actions to return the Premises or the Building to the condition existing prior to the contamination caused by the presence of any such Hazardous Substance on the Premises. Tenant must first obtain Landlord's approval and the approval of any necessary federal, state or local agencies for any such remedial action.

The foregoing indemnification and responsibilities of Landlord and Tenant, respectively, shall survive the termination or expiration of this Lease.

4.5 Abandonment. Tenant shall not vacate or abandon the Premises or cease to provide Tenant's Services at any time during the Initial or any Renewal Term without Landlord's prior written consent.

4.6 Nuisance. Tenant shall not cause or maintain any nuisance in or about the Premises, and shall keep the Premises free of debris, rodents, vermin, insects, and anything of a dangerous, noxious, or offensive nature or which could create a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, heat, or noise.

SECTION FIVE
RENT

5.1 Rent. Tenant shall pay as rent a monthly base amount plus, starting on January 1, 2015 and continuing throughout the remainder of the lease, 2.5% of all Net Sales over ~~$100,000 per quarter~~ *$720,000 per year*, "Net Sales Incentives", payable the following ~~quarter~~ *year* (collectively "Rent") all as set forth in Exhibit D attached hereto and made a part hereof,

5.2 Definition of "Net Sales". For purposes of this Lease, "Net Sales" means gross retail sales of merchandise and Tenant's Services less the following:

5.2.1 Direct taxes imposed upon the receipts that are payable by Tenant;

5.2.2 Billed service charges;

5.2.3 Gratuities, if any, voluntarily remitted from time to time in conjunction with the providing of Tenant's Services or products;

5.2.4 Refunds or discounts to customers;

5.2.5 Fees paid to credit card issuers, and

5.2.6 Sales to employees of Landlord or Tenant that are made at a discounted rate.

5.3 Payment of Base Rent. On or before the 5th day of each month during the Initial and any Renewal Term, the Base Rent due, shall be paid.

5.4 Payment of Net Sales Incentives. On or before ~~the 5th day of each quarter~~ ***March 31st the following year*** during the Initial and any Renewal Term, the Net Sales for the previous ~~quarter~~ ***year*** shall be calculated by Tenant and the Net Sales Incentives paid to Landlord. Tenant shall certify, in writing, the amount of Net Sales during the previous ~~quarter~~ ***year*** with such detail reasonably requested by Landlord and submit the same to landlord along with its payment of the Net Sales Incentives.

5.5 Books and Records. Tenant shall maintain, with respect to business transacted on or from the Premises, books and records in accordance with Tenant's general business practices and as generally kept with respect to restaurant businesses. Such books and records shall be maintaine d at the Tenant's business offices and each year's books and records shall be preserved for at least three years. The books and records in any event shall be maintained according to generally accepted accounting principles and shall contain sufficient information to permit a calculation of Net Sales. Landlord shall have the right to examine, during regular business hours, at Tenant's business offices, all books and records of Tenant in any way pertaining to business transacted on or from the Premises, upon request of Landlord. Landlord may also examine at the Premises such sales reports or other records as may be maintained by Tenant with respect to Net Sales.

5.6 Cash Register Records. The business operated by Tenant on the Premises shall employ cash registers or point-of-sale terminals commonly used in lieu thereof which permit Tenant to make a permanent record of each sale. No sale of any merchandise or service will be made by Tenant without recording the amount paid there for. Landlord may, upon request and without interrupting Tenant's business operations, review sales reports and observe the operation of the recording of sales.

5.7 Tax Returns. Upon request by Landlord, Tenant shall provide a copy of its monthly Minnesota sales tax returns relative to sales made at the Premises together with evidence of payment of such sales taxes.

5.8 Landlord's Examination Costs. If upon any examination by Landlord of the books or records of Tenant an error shall be revealed in favor of Landlord which results in there being due to Landlord additional percentage rental in excess of 5% of the total amount previously paid during any calendar year, then the reasonable cost of such examination shall be paid by Tenant to Landlord.

5.9 Payment of Rent-General. All amounts payable by Tenant to Landlord under this Lease shall be deemed to be Rent and shall be payable and recoverable as Rent in the manner herein provided and Landlord shall have all rights against Tenant for default in any such payment as in the case of arrears of rent. Rent shall be paid to Landlord at the address of Landlord as set forth in the beginning of this Lease, or to such other person or at such other address as Landlord may from time to time designate in writing. Tenant's obligation to pay Rent shall survive the expiration or earlier termination of the Lease.

SECTION SIX
UTILITY COSTS

Tenant shall be responsible for all utility costs for the Building. Tenant shall put all utility accounts including but not limited to water, electric, gas and phone in their name and pay all bills directly to the provider.

SECTION SEVEN
REAL ESTATE TAXES

Tenant will not be obligated to pay any real estate taxes on the Premises during the first year of the Initial Term. After the first year of the Initial Term, and for every Renewal Term thereafter, Tenant shall pay on or before May 15 and October 15 of each year, any and all real estate taxes attributable to Tenant's use of the Premises which will be payable by Landlord in the following year. Landlord shall submit an estimate to Tenant and Tenant shall pay the estimated amounts. Any difference from actual taxes payable shall be adjusted in cash when actual taxes are known.

SECTION EIGHT
SERVICES, MAINTENANCE, REPAIR, AND ALTERATIONS BY LANDLORD

8.1 Operation of Building. During the Initial and any Renewal Term, Landlord shall maintain the Building in accordance with all applicable laws and regulations, and the requirements of Landlord's insurance carriers.

8.2 Services to Building. Landlord shall provide the following services to the Building, for which Tenant shall be responsible for the ongoing monthly costs as provided in Section 6:

8.2.1 Heat, ventilation, and cooling as required for the comfortable use and occupancy of the Premises during normal business hours.

8.2.2 Electric power.

8.2.3 Domestic running water.

8.2.4 Oven hood and fire suppression system (if installed)

8.2.5 Maintenance, repair, and replacement.

8.3 Building Services. Landlord shall provide in and around the Building:

8.3.1 Access to and egress from the Premises; and

8.3.2 Sidewalk and parking lot maintenance, parking lot snow removal, lawn maintenance, and structural maintenance of the exterior of the Building.

SECTION NINE
REPAIRS, MAINTENANCE AND ALTERATIONS BY LANDLORD

9.1 Repairs and Maintenance. Landlord shall, at its expense, maintain the exterior of the Building, including the roof, walls, foundations, walks, driveways, parking areas, and the structural portion of the Premises in good condition and repair, except when damaged by Tenant. Such maintenance shall include, but not be limited to the removal of snow and/or ice from the adjacent parking lot only and replacement of the lights in the vaulted ceilings. In addition, Landlord warrants that the Premises, including the heating and air conditioning systems, plumbing, sprinklers, hot water heater, and electrical systems will be in compliance with all building codes, in good working order, and that the roof will be free of leaks for the term of this Lease. Landlord further agrees that Landlord shall, at Landlord's expense, be responsible for the replacement of heating, ventilating and air conditioning "HVAC" system if and when necessary.

9.2 Alterations. Landlord may, from time to time:

9.2.1 Make repairs, replacements, changes or additions to the Premises and to the Building structure, system and facilities on the Premises where necessary to serve the Premises or other parts of the Building.

9.2.2 Make changes in or additions to any part of the Building not included in the Premises.

9.3 Landlord Access. Landlord hereby expressly reserves the right to enter the Premises and/or any part thereof, at any time, in the event of emergency. Furthermore, Landlord may enter the Premises after five (5) days written notice to Tenant to make inspection and repairs, to exhibit the Premises to, purchasers, or prospective tenants (starting sixty (60) days before the expiration of the current term or extension period) and to perform any acts related to safety, protection, preservation, or improvement of the Premises.

SECTION TEN
REPAIRS, MAINTENANCE AND ALTERATIONS BY TENANT

10.1 Repair and Maintenance. Except for those things that Landlord is specifically responsible for under this Lease, Tenant shall, at its expense, maintain the Premises and all improvements therein in good order, condition and repair, including cleaning drapes and carpets at reasonable intervals as needed. Tenant shall further be responsible for the removal of snow and/or ice from the Premises' walkways, steps and driveways. If Tenant fails to perform these obligations, then on thirty (30) days' written notice to Tenant, Landlord may enter the Premises and perform such obligations without liability to Tenant for any loss or damage to Tenant and Tenant shall pay Landlord for all costs associated with performing these obligations within ten (10) days of receipt of Landlord's invoice.

10.2 Alterations. Tenant may from time to time at its own expense make changes, additions and improvements in the Premises to better adapt the same to its business, provided that any such change, addition or improvement shall:

10.2.1 Comply with the requirements of any governmental authority and with the requirements of Landlord's insurance carriers.

10.2.2 Be made only with the prior written consent of Landlord when the anticipated changes, additions or improvements result in a permanent change or alteration of the Premises or exceed the sum of One Thousand and 00/100 Dollars ($1,000.00).

10.2.3 Be carried out only by persons selected by Tenant and approved in writing by Landlord under terms and conditions reasonably required by Landlord.

SECTION ELEVEN
TRADE FIXTURES AND PERSONAL PROPERTY

Tenant may install on the Premises its usual trade fixtures and personal property in a proper manner, provided that no such installation shall interfere with or damage the mechanical or electrical systems or the structure of the Building. Trade fixtures and personal property installed on the Premises by Tenant may be removed from the Premises from time to time in the ordinary course of Tenant's business or alteration of the Premises by Tenant, and during a reasonable period prior to or after the termination of this Lease, provided that Tenant promptly repairs, at its own expense, any damage to the Premises or Building resulting from such installation or removal.

SECTION TWELVE
SIGNS

Any signs, lettering, decal or design of Tenant which is visible from the exterior of the Premises shall be at Tenant's expense and subject to prior written approval by Landlord.

SECTION THIRTEEN
MECHANIC'S LIENS

Tenant shall pay, before delinquent, all costs for work done or caused to be done by Tenant in the Premises which could result in a lien or encumbrance on Landlord's interest in the Premises or the Building or any part thereof, and shall keep the title to the Premises and Building, and every part thereof, free and clear of any lien or encumbrance in respect of such work, and shall indemnify and hold harmless Landlord against any claim, loss, costs, demand in legal or other expense arising out of the supply of material, services or labor for such work.

SECTION FOURTEEN
INSURANCE

14.1 Landlord's Insurance. During the Initial and any Renewal Term, Landlord shall maintain property, comprehensive general liability, and fire insurance with extended coverage on the Building. Landlord may also provide business personal property insurance for personal property at the Premises owned by Landlord.

14.2 Tenant's Insurance. During the Initial and any Renewal Term of this Lease, Tenant shall maintain at its own expense, comprehensive general liability insurance for Tenant's business which shall be adequate to protect against liability for damage claims through public use of or arising out of any accident occurring in or around the Premises, in an amount not less than

$1,000,000 combined single limit. Tenant shall also maintain workers' compensation insurance covering its employees, and business personal property insurance for personal property owned by Tenant. Tenant shall also maintain at its own expense liquor liability insurance in an amount not less than $500,000 combined single limit. Tenant shall cause Landlord to be named as an additional insured on all policies.

Policies for such insurance shall be in a form and with an insurer reasonably acceptable to Landlord and shall require at least thirty (30) days' prior written notice to Landlord of termination or material alteration during the Initial and any Renewal Term, and shall waive any right of whom Landlord is responsible in law. On the commencement of the Initial Term, and on each anniversary thereof, Tenant shall deliver to Landlord copies or other evidence of such policies.

SECTION FIFTEEN
NON LIABILITY OF LANDLORD FOR DAMAGES

Landlord shall not be responsible for liability or damage claims for injury to persons or property for claims of any type that may occur in c01mection with the operation of Tenant's business unless caused by the negligence of Landlord or its agents, servants, or employees. Except when caused by the negligence of the Landlord, its agents, servants, or employees, Tenant shall indemnify and hold harmless Landlord from all liability, loss or other damage claims for obligations resulting from any injuries or loss.es of any nature, including reasonable attorneys' fees and court costs incurred by Landlord in defending any such claims.

SECTION SIXTEEN
ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease or sublet the Premises, or any right or privilege connected· therewith, or allow any other person, except agents, employees, and customers of the Tenant, to occupy the Premises or any part thereof, without first obtaining the written consent of Landlord. Any such assignment or subletting which is permitted by Landlord shall not release Tenant of its obligations under this Lease unless such release is specifically granted by Landlord to Tenant in writing. A consent by Landlord shall not be a consent for a subsequent assignment, sublease or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Tenant, shall be void and this Lease shall terminate at the option of the Landlord. The interest of Tenant in this Lease is not assignable by operation of law, without the written consent of Landlord.

SECTION SEVENTEEN
SURRENDER

17.1 Surrender of Premises. Upon the expiration or termination of this Lease, Tenant shall immediately quit and surrender possession of the Premises, and any of Landlord's personal property used by Tenant, to Landlord in as good order and condition as when Tenant took possession and is thereafter improved by Landlord and/or Tenant, reasonable wear and tear and repairs which are specifically made the responsibility of Landlord hereunder excepted, and shall thoroughly clean the walls and floors and shampoo the carpets. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from

the Premises all debris and rubbish, and such items of furniture, equipment, free-standing cabinet work, movable partitions and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed, and Tenant shall repair at its own expense all damage to the Premises resulting from such removal. Upon such surrender, all right, title and interest of the Tenant in and to the Premises and Landlord's personal property shall cease.

17.2 Disposition of Trade Fixtures, Personal Property and Improvements. Whenever Landlord shall re-enter the Premises as provided in this Lease, any trade fixtures, personal property, and improvements of Tenant not removed by Tenant within thirty (30) days of the expiration or termination of this Lease, or within 48 hours after a termination by reason of Tenant's default as provided in this Lease, may be deemed abandoned by Tenant and may be appropriated, sold, destroyed or otherwise disposed of by Landlord without notice or obligation to compensate Tenant or to account therefore, and Tenant shall pay to Landlord on written demand all reasonable costs incurred by Landlord in connection therewith.

SECTION EIGHTEEN
HOLDING OVER

The failure of Tenant to surrender the Premises upon the expiration or termination of the Lease, and subsequent holding over by Tenant, without the prior written consent of the Landlord, shall result in the creation of a tenancy for month-to-month at a monthly rental of one hundred twenty-five percent (150%) of the previous Lease term's base rental amount, plus the same percentage of Tenant's Net Sales proceeds from the previous Lease term, all of which shall be payable on the first day of each month during the month-to-month tenancy. This provision does not give Tenant any right to hold over. All other terms and conditions of this Lease shall remain in full force during any month-to-month tenancy hereunder. Such month to month tenancy may be terminated by Landlord or Tenant on the last day of any calendar month by delivery of at least thhiy (30) days advance written notice of termination to the other.

SECTION NINETEEN
EMINENT DOMAIN

19.1 Taking of Premises. If during the Initial or any Renewal Term, all of the Premises are taken for any public or quasi-public use under any statute or by right of eminent domain, or purchased under threat of such taking, the base rent shall abate and be appropriated to the date of taking, and Tenant shall thereafter pay to Landlord or the condemning authority, as the case may be, the apportioned Rent and all other amounts due under the Lease.

19.2 Partial Taking of Building. If during the Initial or any Renewal Term only part of the Premises is taken or purchased as set out in Section 12.1, then Landlord and Tenant shall each have the right to terminate this Lease by giving the other at least thirty (30) days written notice thereof. If either party exercises its right of termination hereunder, this Lease shall terminate on the date stated in the notice, provided, however, that no termination pursuant to notice hereunder may occur later than sixty (60) days after the date of such taking.

19.3 Awards. Upon any such taking or purchase, and except as otherwise set forth herein, Landlord shall be entitled to receive and retain the entire award or consideration for the affected lands and improvements, and Tenant shall not have nor. advance any claim against Landlord for the unexpired Term of the Lease. In the event that separate proceedings are initiated as to the individual interests of Landlord and Tenant, Tenant and Landlord shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings provided that Tenant shall not seek payment in any other separate proceedings for the balance of the unexpired Lease Term and any options thereon.

SECTION TWENTY
DAMAGE OR DESTRUCTION OF BUILDING.

If the Building is damaged or partially destroyed by fire, casualty or other cause during the Initial or any Renewal Term of this Lease, not caused or contributed to by Tenant, and Landlord decides to repair the Building, Landlord shall promptly repair and restore it to the condition which Landlord furnished to Tenant upon the commencement of the Initial Term of this Lease. If the damage is such that it materially interferes with the enjoyment of the Building by Tenant, the Rent shall abate in proportion to such interference during the period of such interference. Landlord shall use its best efforts to repair the Building within ninety (90) days of the date of the damage or destruction.

If the repairs cannot be completed within ninety (90) days of the occurrence, then either party shall have the option to terminate this Lease as of the date of damage or destruction by ten (10) days written notice to the other party.

If Landlord determines, in its sole discretion, not to make the repairs due to the costs involved, Landlord shall notify Tenant in writing within ten (10) days of its decision. Thereafter, Landlord may terminate this Lease.

SECTION TWENTY-ONE
NOTICES

All communications, demands, notices, or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Lease, to the address set forth at the beginning of this Lease. Any party may change their address by giving notice in writing, stating their new address, to the other party as provided in the foregoing manner. Commencing on the tenth (10th) day after the giving of notice, the newly designated address shall be that party's address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this Lease.

SECTION TWENTY-TWO
DEFAULT

22.1 Events of Default. The following events shall be deemed events of default by Tenant under this Lease:

22.1.1 Part or all of the Rent or other charges hereby required is not paid within ten (10) days of receipt by Tenant of notice of non-payment from Landlord; or

22.1.2 Tenant becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any statute that may be in force for bankrupt or insolvent debtors or becomes involved in voluntary or involuntary winding up proceedings or if a receiver shall be appointed for the business, property, affairs or revenues of Tenant; or

22.1.3 Tenant moves its goods, chattels and equipment out of the Premises (other than in the normal course of its business) or ceases to conduct business from the Premises; or

22.1.4 Tenant fails to materially observe, perform and keep each and every one of the covenants, agreements, provisions, stipulations and conditions herein contained to be observed, performed and kept by Tenant (other than payment of Rent).

Any shorter period for cure provided by law notwithstanding, and in lieu thereof, Tenant may cure any default under Section 15.1.2, 15.1.3, or 15.1.4 within thirty (30) days after written notice of default is received by Tenant from Landlord, provided that if such non-monetary default is curable but is of such a nature that the cure cannot be completed within thitiy (30) days, Tenant shall be allowed to cure the default if Tenant promptly commences the cure upon receipt of the notice and diligently prosecutes the same to completion as promptly as reasonably possible thereafter.

Landlord's notice of default may be accomplished by, and shall not be in addition to, any notice required by law.

22.2 Remedies Upon Default. Upon the occurrence of any event of default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord under this Lease or at law or in equity, the option to pursue any one or more of the following remedies (each and all of which shall be cumulative and non-exclusive) without any notice or demand whatsoever:

22.2.1 If the event of default is Tenant's failure to pay part or all of the Rent or other charges as required under Section 15.1.l, Landlord may, in addition to any and all other rights it may have, impose late charges in the amount of two percent (2 %), which, together with the past due charges, shall be due and payable within ten (10) days of notice from Landlord.

22.2.2 Terminate this Lease, in which event Tenant shall immediately surrender the Premises and Landlord's personal property to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, and as allowable by law, enter upon and take possession of the Premises and Landlord Property and expel or remove Tenant and

any other person who may be occupying the Premises or any part thereof. Tenant hereby waives any rights it may have to make any claim or assess any damages against Landlord for such entry and/or expulsion and Landlord may recover from Tenant the following:

a. Any unpaid Rent which has been earned at the time of such termination; plus

b. The amount of any unpaid Rent which would have been earned after termination until the time of award; plus

c. The amount of any unpaid Rent for the balance of the then current Term after the time of award; plus

d. Any other amount necessary to compensate Landlord for all the detriment approximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to brokerage commissions, advertising expenses and legal fees incurred, expenses of remodeling Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; and

e. At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "Rent" as used in this Section 15.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others.

22.2.3 If Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

22.3 Tenant's Indemnification. Tenant shall indemnify Landlord against all costs and charges (including legal fees) lawfully and reasonably incurred in enforcing any payment due under this Lease, and in obtaining possession of the Premises after default of Tenant or upon expiration or earlier termination of this Lease, or in enforcing any covenant, provision or agreements of Tenant herein contained.

22.4 Right of Landlord to Perform Covenants. All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant, at Tenant's sole cost and expense, and without any abatement of Rent. If Tenant shall fail to perform any act on its part to be performed hereunder, and such failure shall continue for thirty (30) days after notice thereof from Landlord, Landlord may (but shall not be obligated so to do) perform such act without waiving or releasing Tenant from any of its obligations relative thereto. All sums paid or costs incurred by Landlord in so performing such acts under this Section 15.4 shall be payable by Tenant to Landlord on demand.

22.5 Remedies Cumulative. No reference to nor exercise of any specific right or remedy by Landlord shall prejudice or preclude Landlord from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but Landlord may from time to time exercise any one or more of such remedies independently or in combination.

22.6 Mitigation of Damages. Landlord and Tenant have a duty to mitigate any damages either of them may reasonably incur upon a default by the other, with the exception of Landlord's obligation to re-lease the Premises.

SECTION TWENTY-THREE
FORCE MAJEURE -

If either party fails to perform any of its obligations under this Lease as a result of Force Majeure, such party shall not be liable for loss or damage for the failure and the other party shall not be released from any of its obligations under this Lease. If either party is delayed or prevented from performing any of its obligations as a result of Force Majeure, the period of delay or prevention shall be added to the time herein provided for the performance of any such obligation.

"Force Majeure[11] shall mean any period of delay which arises from or through acts of God; strikes, lockouts, or labor difficulty; explosion, sabotage, accident, riot, or civil commotion; act of war; fire or other casualty; legal requirements; delays caused by the other party; and causes beyond the reasonable control of a party.

SECTION TWENTY-FOUR
MISCELLANEOUS

24.1 Relationship of Parties. Nothing contained in this Lease shall be construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other party.

24.2 Consent Not Unreasonably Withheld. Except as otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withhold or delayed. Tenant's sole remedy if Landlord unreasonably withholds or delays consent or approval shall be an action for specific performance, and Landlord shall not be liable for damages. If either party withholds any consent or approval, such party shall on written request deliver to the other party a written statement giving the reasons therefore.

24.3 Applicable Law and Construction. This Lease shall be governed by and construed under the laws of the State of Minnesota, and its provisions shall be construed as a whole according to their common meaning and not strictly for or against Landlord or Tenant. The words Landlord and Tenant shall include the plural as well as the singular. Time is of the essence of this Lease and each of its provisions. The captions of the Sections are included for convenience only, and shall have no effect upon the construction or interpretation of this Lease.

24.4 When Lease Becomes Binding. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

24.5 Counterparts and Electronic Execution. This lease may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. Execution of this Lease by electronic means shall be valid and given equal force and effect as ink signatures.

24.6 Authority. Landlord and Tenant each acknowledge and represent that it is duly organized, validly existing and in good standing and has all rights, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

24.7 Entire Agreement. This lease contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this lease or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

24.8 Amendment or Modification. Unless otherwise specifically provided in this Lease, no amendment, modification, or supplement to this Lease shall be valid or binding unless set out in writing and executed by the parties hereto in the same manner as the execution of this Lease.

24.9 Construed Covenants and Severability. All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate Article hereof. Should any provision of this Lease be or become invalid, void, illegal or not enforceable, it shall be considered separate and severable from the Lease and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provisions had not been included.

24.10 No Implied Surrender or Waiver. No provisions of this Lease shall be deemed to have been waived by either party unless such waiver is in writing signed by the waiving party. A party's waiver of a breach of any term or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a breach, from having all the force and effect of any original breach. Landlord's receipt of Rent with knowledge of a breach by Tenant of any term or condition of this Lease shall not be deemed a waiver of such breach. No act or thing done by Landlord, its agents or employees during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid, unless in writing signed by Landlord. The delivery of keys to any of Landlord's agents or employees shall not operate as a termination of this Lease or a surrender of the Premises. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the earliest stipulated Rent. Nor shall any endorsement or statement on any check or any letter accompanying any check, or payment as Rent, be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's

right to recover the balance of such Rent or pursue any other remedy available to the Landlord.

24.11 Successor Bound. Except as otherwise specifically provided, the covenants, terms, and conditions contained in this Lease shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

24.12 Waiver of Subrogation. Notwithstanding any other provision to the contrary, Landlord waives any and all rights of recovery against Tenant for or arising out of damage to or destruction of the Building or the Premises or personal property owned by Landlord from causes then included under standard fire and extended coverage insurance policies or endorsements, regardless of whether such damage or destruction is caused by the negligence of Tenant or its agents, servants, employees, contractors, visitors of licensees, buy only to the extent that Landlord's insurance policies then in force, if any permit such waiver. Tenant waives and an all right so recovery against Landlord for or arising out of damage to or destruction of any property of Tenant from causes then included under the standard fire and extended coverage insurance policies or endorsements, regardless of whether caused by the negligence of Landlord or its agents, servants, employees, contractors, visitors or licensees, but only to the extent that Tenant's insurance policies then in force, if any, permit such waiver.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year opposite their signatures.

LANDLORD:
CITY OF ANOKA, MINNESOTA

(

Date: November 4, 2013

Phil Rice, Mayor

Date: November 5, 2013

Amy Oehlers, City Clerk

TENANT:
MAD HATTER TEA ROOM, LLC

Date: NOV 7, 2013

Signature

It's: President

EXHIBIT A
PREMISES LEGAL DESCRIPTION

Lot 2, Block 1, Woodbury House Estates, Anoka County, MN.

EXHIBITB
LANDLORD IMPROVEMENTS

- Site Utilities, including installation of a 6" water main
- Asphalt paving
- Construction of sidewalks to front entrance, including ADA ped ramp
- Painting and powerwash of building (to extent needed to freshen the exterior)
- Demolition and replacement of ceilings
- Structural joist and deck, as needed
- Replacement of wooden porch screens
- Refurbishing of wood floors
- Installation of all needed mechanical, plumbing, piping, heating and cooling systems
- Installation of fire protection, wet system
- Installation of fire protection hood system
- Rewire main floor and basement with 400 amp system

EXHIBITC
TENANT PERSONAL PROPERTY

- All kitchen equipment including but not limited to; stoves, ovens, refrigeration, coolers, cases, tables, racking (excluding the fire suppression hood system)
- All dishware
- All furniture
- All office equipment and furniture
- All computer equipment
- All decor items
- All lawn/snow maintenance equipment
- All picnic tables & outside furniture
- Security System
- Stereo System
- All merchandise for sale
- All food products
- All beverage, beer & wine product and accessories

EXHIBITD
RENT

Month Business Open* - Period of Six Months**	$400 a month
Next Six Month Period	$800 a month
Next Twelve Month Period	$1600 a month
Next Twenty-four Month Period	$3000 a month

Starting on January 1, 2015 and continuing throughout the remainder of the Lease, Tenant shall pay Landlord an additional 2.5 % of all Net ~~Proceeds~~ ***Sales*** over ~~$100,000 per quarter~~ ***$720,000 annually***, payable the following ~~quarter~~ ***year***.

*The Lessee shall pay a prorated rate for the amount of days open in the month the business opens. The prorated daily lease rate is $400 divided by the number of days in the month.

** Starting from the 1st day of the Month the Business Opens.

5. Conflict. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall control.

COUNCIL MEMO

9.6

Meeting Date	12-05-2016
Agenda Section	Ordinances & Resolutions
Item Description	RES/Declaring City Council Vacancy and Making an Appointment to Fill Vacancy
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

On Thursday, November 17, 2016 Councilmember Steve Schmidt submitted his resignation from the City Council.

Steve's Council term was on the Election ballot this month; he was re-elected to another 4-yr term starting in January 2017.

Below is the section of the City Charter that regulates vacancies in election offices:

Section 2.05 Vacancies in Elected Offices.

A vacancy in an elected office shall be deemed to exist in case of the failure of any person elected thereto to qualify on or before the date of the second regular meeting of the Council in the month of January following his/her election, or by reason of his/her death, **resignation**, removal from office, removal from the City, continuous absence from the City for more than three months, or conviction of a felony before or after his/her qualification, or by reason of his/her failure to perform any of his/her duties for a period of three months. I**n each such case, the Council shall, by resolution, declare a vacancy to exist and shall forthwith appoint an eligible person to fill the vacated seat.**

At the next regular City election, the vacated seat shall be placed upon the ballot for the purpose of filling the vacated office for the remainder of its original term. T**he appointed person shall serve until the person elected qualifies for such office**. If the vacated office would have normally been filled at the next regular City election, the appointed person shall serve until the newly elected individual's term commences in January following the election and they have qualified for such office.

If the Council is unable to agree on an appointment to fill the vacancy within thirty (30) days from the occurrence of the fact giving rise to the vacancy, the Mayor shall appoint a person to fill the vacancy.

At your Worksession on November 28th, the Council discussed how to fill the appointment. Staff was directed to post notice of the vacancy on the City website, which was done on Tuesday morning, November 29th. The notice advised that interested parties should contact the City Clerk to express interest in being considered to fill the vacancy. The deadline for submittal of interest was 10:00 a.m. on December 1, 2016, in order for information on interested parties to be included in the Council meeting packet for the 12/5/2016 meeting.

The City Clerk received contact from three (3) individuals that expressed their interest. Those individuals are (in alpha order):

- Tracy Kelly
- Erik Skogquist
- Brian Wesp

Included in your packet is a Resolution Declaring the Vacancy and Appointing an Individual to Fill the Vacancy and also copies of the statement of interests that the City received.

Please be advised of the following:

- The individual appointed to fill the vacated seat will serve until a new individual is elected and qualified in the November 2018 election.

- If the Council is unable to agree upon the appointment by December 17, 2016, the Mayor shall appoint an individual to fill the vacated seat. The Charter is specific that the Council must agree on the appointment, which means all current members of the Council must agree to the appointment, or the appointment is made by the Mayor.

The seat vacated by Councilmember Schmidt will be added to the 2018 City Election, as a 2-yr appointment.

The seat being filled by the appointed person will be for the period until an individual is elected in 2018, qualifies for office, and is sworn into the office which they were elected to. The swearing in of the new member would occur at the next City Council meeting following the 2018 City Election.

FINANCIAL IMPACT
N/A

COUNCIL DIRECTION REQUESTED
Adoption of the Resolution.

2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

CITY OF ANOKA, MINNESOTA
RESOLUTION

RES-2016-XX

A RESOLUTION DECLARING VACANCY ON CITY COUNCIL AND MAKING APPOINTMENT TO FILL VACATED SEAT

WHEREAS, Councilmember Steve Schmidt submitted his resignation from the Anoka City Council on November 17, 2016;

WHEREAS, pursuant to Anoka City Charter, Section 2.05, the City Council must adopt a resolution declaring the vacancy and forthwith appoint an eligible person to fill such vacancy until the next regular City election.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Anoka does hereby declare a vacancy on the Anoka City Council; and

BE IT FURTHER RESOLVED, that the City Council of the City of Anoka does hereby appoint _____ to fill the vacated City Council seat until a person is elected and qualifies for Office in the next regular City election, which will occur in November 2018

Adopted by the Anoka City Council this 5th day of December 2016.

ATTEST:

_____ _____

Amy T. Oehlers, City Clerk Phil Rice, Mayor

Amy Oehlers

From: Tracy Kelly <tracypaulkelly@gmail.com>
Sent: Wednesday, November 30, 2016 8:53 AM
To: Amy Oehlers
Subject: Fwd: Consideration for City Council

Dear Amy,

See email below.

Thank you,

Tracy

---------- Forwarded message ----------
From: "Tracy Kelly" <tracypaulkelly@gmail.com>
Date: Nov 28, 2016 4:33 PM
Subject: Consideration for City Council
To: <angler55303@yahoo.com>, <markandsusanfreeburg@edinarealty.com>, <philrice@ci.anoka.mn.us>, <carlanderson@ci.anoka.mn.us>
Cc:

Dear Council,

I hope this message finds you well.

While I understand there are some very big shoes to fill, the purpose of this email is to be considered for the vacant Anoka City Council position. Below is a list of reasons I believe I can effectively serve the citizens of Anoka.

-leadership and board/commission experience (city or non-profit participation for 15 years)

-strong interest in finances, particularly responsible government spending and maintaining low taxes

-strong interest in public safety

-strong interest in making Anoka more attractive to young families

-strong interest in promoting economic growth by continuing to be "business friendly" and increasing property values by enhancing the city

-offer a responsible, younger perspective (I am 29 years old, married, a father, gainfully employed and own a house)

-willingness to learn and maintain Council cooperation

I want to reiterate that I understand Steve Schmidt will be impossible to replace. He has institutional and experiential knowledge beyond my current capabilities. In my eyes, the most important thing is to fill the

Council with a person who can keep Anoka moving in the right direction, regardless if that is me or someone else. I am open for questions and respect the direction you choose.

Sincerely,

Tracy Kelly
507-273-2609

Amy Oehlers

From: Erik Skogquist <skog0111@umn.edu>
Sent: Tuesday, November 29, 2016 5:53 PM
To: Amy Oehlers
Subject: City Council Vacancy

Hello Amy,

Please forward my name to the Anoka City Council for consideration to fill the seat of Councilman Steve Schmidt. This city has many great qualities and I have always called it home. My wife and I made the decision a few years ago to invest in Anoka and raise our young and growing family here, save a wonderful old house, and show our family and friends how great life can be in Anoka. I have had the opportunity to serve seven years on the Anoka Parks and Recreation Board and would be honored to continue that service as a member of the City Council.

If you, the City Manager, or the City Council or Mayor require anything further, please do not hesitate to ask.

Thank you,

Erik Skogquist

314 Monroe St

Anoka, MN 55303

763-464-9703

Amy Oehlers

From: brian wesp <btw64@yahoo.com>
Sent: Tuesday, November 29, 2016 9:29 PM
To: Amy Oehlers
Subject: Brian Wesp Bio
Attachments: Brian Wesp Bio.docx

Amy,
Attached is a short bio on myself. Let me know if you need anything else from me.

Thanks,

Brain

Mayor Rice and City Council,

Brian Wesp Bio:

I am a 1983 graduate of Anoka High School, a 1990 graduate of Mankato State University with a degree in Education. I served six years in the Minnesota Army National Guard, taught sixth grade for one year and have been in the Financial Services Industry for over 25 years. I have served on the Anoka Public Library Board, the Anoka-Anti-Crime Commission, and I have been twice elected to the Anoka City Council (1995 to 2001). I am also a member of the Anoka American Legion Post 102 (24 years) and a member of the Sno Ghosts snowmobile club.

I grew up in Anoka, and met my wife of nearly 30 years at the Anoka Public Library. Hayley and I raised our children in Anoka and they both graduated from AHS. This town is important to me for many reasons, but the one that stands out the most are the memories. From learning about the people who have come and gone, to knowing who our parks are named after, learning about Halloween, the "Famous Tornado", our Tornado sports teams and Goodrich Field. All of these great memories have shaped me to be from Anoka. I could go on and on, just ask my children what I tell them whenever I pass of place of significance in Anoka.

In 1992 I decided I wanted to become more involved in our community. I was appointed to the Anoka Public Library Board, our board oversaw the transfer of a city owned library to the county owned system. A move that was difficult but needed. In 1994 I decided to run for the City Council and at 30 I was elected to my first term. I was re-elected again in 1998, but sadly two years later I resigned for career reasons. In my six years on the council, I think we laid a foundation for much of what is happening today in Anoka. We developed the Industrial Park, we put in the port of Anoka docks. We moved the library to its location off of Bunker, created George Enloe Park. We established the street renewal program, and started River City Days. Still the future requires Anoka leadership to be progressive in not losing focus that Anoka is the original "River City". As a community we must have a vision for the future, but not losing sight of the past.

I am humbled that Councilman Schmidt would recommend me to fill his seat on the Anoka City Council. I am honored that you Mr. Mayor and the council would consider appointing me to fill Councilman Schmidt's seat. My Passion for the City of Anoka is never ending and it would be my pleasure to serve our community once again.

COUNCIL MEMO

9.7

Meeting Date	12-05-2016
Agenda Section	Ordinances and Resolutions
Item Description	RES/Authorizing the Bypassing of the Competitive Bidding Process for the Emergency Repair of the Champlin Substation Transformer
Submitted By	Greg Geiger, Electric Utility Director

BACKGROUND INFORMATION

On September 3rd, at 2:15PM a mylar balloon short circuited all three phases of a Class II transformer within the Champlin Substation. This resulted in a high fault (short circuit) which fatally damaged the copper windings within the transformer. Customers served by this transformer experienced an outage of approximately 5 hrs. Because the damaged equipment diminished redundancy capabilities for this area, work began immediately within the Electric Department to investigate replacement/repair options.

The Garfield Substation has a transformer of similar capacities that has not yet been put online. The option of moving this transformer to the Champlin Substation was considered. Unfortunately, the two transformers are not readily interchangeable and cost estimates to uninstall/transport/re-engineer/re-install the Garfield transformer eclipsed $300,000. These estimates did not address the cost of replacing/returning the "borrowed" transformer to the Garfield Substation.

On September 9th, 2016, MC Sales Inc. delivered a cost estimate for a new transformer to be $675,000 +/- 10% and a lead time of 26 weeks. In consideration of the diminished redundancy at the Champlin Substation, further options continued to be researched.

On September 15th, 2016, L&S Electric Inc. returned diagnostic test results indicating that the damaged transformer would require a complete overhaul because of the winding damage caused by the short circuit.

Great River Energy (GRE) is an energy cooperative which supplies electricity to rural Minnesota. Shortly after the failure, the Electric Department was in contact with GRE in an effort to rent one of their mobile transformers to return some level of redundancy to the Champlin Substation customers. A GRE owned mobile transformer is currently in service at the Champlin Substation.

Conversation led GRE to recommend Jordan Transformer, LLC as a vendor with the appropriate specialized capability and experience to overhaul the damaged transformer. GRE also indicated to the Electric Department that the only other vendor in the nation with the capability to perform the repair was located on the East coast. The damaged transformer constitutes a "wide load" prohibiting the East coast vendor from a competitive bidding process.

On October 13th, 2016, Jordan Transformer, LLC delivered a Remanufacture Quote #9917 totaling $375,474 and indicated a lead-time of 20 weeks upon receipt of the damaged unit. Designating Jordan Transformer, LLC as a "Single Service Vendor", City of Anoka PO #000136 in the amount of $400,000 was issued to Jordan Transformer, LLC on October 19th effectively securing the company's capacity to conduct the repair on behalf of the City of Anoka. The additional $24,526 was encumbered on the PO in anticipation of modernization expenses in addition to the overhaul of the transformer.

FINANCIAL IMPACT

COUNCIL ACTION REQUESTED

Adopt the resolution bypassing the competitive bidding requirement pursuant to the City of Anoka Purchasing Policy: Special Purchasing Conditions, *Single Distributor/Source*

2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

CITY OF ANOKA, MINNESOTA
RESOLUTION

RES-2016-XX

AUTHORIZING THE BYPASSING OF THE COMPETITIVE BIDDING PROCESS FOR THE EMERGENCY REPAIR OF THE CHAMPLIN SUBSTATION TRANSFORMER

WHEREAS, In following with City of Anoka Purchasing Policy; Purchases exceeding $100,000 must follow a competitive bidding process, and

WHEREAS, The City of Anoka Purchasing Policy allows for the bypass of the competitive bidding process when, "The item or service is only available from one source."; and

WHEREAS, A Class II transformer carrying 6 circuits out of the Champlin Substation failed on 9/3/2016; and

WHEREAS, Results from diagnostic testing conducted by L&S Electric Inc. on 9/15/2016 indicated that a complete overhaul of the transformer would be necessary.

WHEREAS, Great River Energy was consulted about options for repair of the damaged transformer; and

WHEREAS, Great River Energy provided Jordan Transformer, located in Jordan, MN, as the sole vendor in the five state area with the specialized capability and experience required to repair a Class II transformer;

NOW, THEREFORE, BE IT RESOLVED, that based on the findings above, the Anoka City Council hereby approves the bypass of the competitive bidding process as outlined in the City of Anoka Purchasing Policy due to the specialized single service nature of the work being performed and to complete the repairs that have already commenced by Jordan Transformer.

Adopted by the Anoka City Council this the 5th day of December 2016.

_____ _____
Amy T. Oehlers, City Clerk Phil Rice, Mayor

COUNCIL MEMO FORM

9.8

Meeting Date	December 5, 2016
Agenda Section	Ordinances and Resolutions
Item Description	RES/Declaration of Hazardous Property and Public Nuisance
Submitted By	Clark Palmer, Associate Planner

BACKGROUND INFORMATION:
City Code Chapter 48, Art. IV, Section 48-100(a) states that causes of blight or blighting factors, if allowed to exist, will tend to result in blighted and undesirable neighborhoods so as to be harmful to the public welfare, health and safety. Accordingly, all persons are prohibited from maintaining or permitting to be maintained any causes of blight or blighting factors upon any property in the city. The outdoor storage or accumulation of trash, junk, rubbish, or refuse of any kind has been determined to cause blight or constitute a blighting factor, and is thus prohibited.

On August 31, 2016 an Administrative Notice (warning) for a blighting influence of outdoor storage/accumulation of refuse in violation of City Code was sent to the registered property owner at 734 Jackson St. The compliance deadline was September 14, 2016. The registered property owner failed to comply with the Administrative Notice. Included in your packet are photos of the subject property and conditions.

On October 11, 2016 an Administrative Citation was issued for the continued violation after staff had made an attempt to provide an additional notice (verbal) by knocking on the front door of the property. The citation was issued for outdoor storage/accumulation of refuse, failure to dispose of refuse and garbage, and outdoor accumulation of material that may serve as food for rodents. A new compliance deadline was set for October 26, 2016.

After the property owner failed to comply with the compliance deadline of the October 11, 2016 Administrative Citation, staff made another attempt to provide verbal notice by knocking on the front door of the property. The property owner was issued a second Administrative Citation on November 22, 2016 for the continued violations of City Code.

As of November 29, 2016 conditions have not improved, and staff has not heard or been able to contact the registered property owner. In order to abate the conditions of the property, staff is seeking a declaration and abatement order by City Council for the hazardous condition and public nuisance at the property of 734 Jackson Street for the continued violations.

Nuisance Declaration:
City Code Chapter 38, Art. II, Section 38-30 prohibits any person from maintaining any public nuisance. City Code Chapter 38, Art. II, Section 38-32 identifies the following as public nuisances affecting peace and safety:

> (q) The accumulation of papers, boxes, trash or rubbish, unless kept in a closed receptacle
>
> (r) The accumulation of any litter or garbage upon the premises or permitting the same to remain on the premises.
>
> (t) The keeping of any offensive, nauseous substance or liquid at any place from whence the stench thereof may reach the street, avenue, alley, lane or public land or any dwelling. Permitting any litter or garbage to remain upon the premises.

(u) The accumulation of discarded or unused machinery, household appliances, automobile bodies, lumber, wood, trash, debris or other material, or the rank growth of vegetation among the items so accumulated, in a manner conducive to the harboring of rats, mice, snakes, mosquitoes or vermin, or in a manner creating fire, health, or safety hazards.

City Code Chapter 38, Art. II, Section 38-34 identifies the following as public nuisances affecting health:

(a) Exposed accumulation of decayed or unwholesome food or vegetable matter.

(e) The accumulation of trash, ashes, refuse, manure, or debris of any nature or description.

Hazardous Property Declaration:
The definition of hazardous property as defined by Minnesota Statute 463.15 Subdivision 3, is as follows:

> "Hazardous building or hazardous property" means any building or property, which because of inadequate maintenance, dilapidation, physical damage, unsanitary condition, or abandonment, constitutes a fire hazard or a hazard to public safety or health.

Furthermore, Minnesota Statute 463.16 grants any municipality the authority to order the owner of any hazardous property within the municipality to correct or remove the hazardous condition of the property. Minnesota Statute 463.161 grants any municipality the authority to correct or remove the hazardous condition of the property in the manner prescribed in Statute 463.21.

FINANCIAL IMPACT:
None

COUNCIL REQUESTED ACTION:
Adopt the resolution declaring the property at 734 Jackson Street a hazardous property and public nuisance, and order the abatement of the hazardous property and public nuisance.

2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

CITY OF ANOKA, MINNESOTA
RESOLUTION

RES-20xx-xxx

A RESOLUTION DECLARING THE PROPERTY LOCATED AT 734 JACKSON STREET, ANOKA, MINNESOTA 55303 AND PROPERTY ID NUMBER OF 06-31-24-43-0052 AS A HAZARDOUS PROPERTY AND PUBLIC NUISANCE AND ORDERING THE ABATEMENT OF THE HAZARDOUS PROPERTY AND PUBLIC NUISANCE

Legal Property Owner: Troy Luhmann

Legal Description: Lot 1 Auditors Subdivision No 17, Anoka County, MN.

WHEREAS, the property located at 734 Jackson Street Anoka Minnesota is in the jurisdictional boundary of the City of Anoka.

WHEREAS, it has been determined by City Council, as stated in City Code Chapter 48, Art. IV, Section 48-100(a), that causes of blight or blighting factors, if allowed to exist, will tend to result in blighted and undesirable neighborhoods so as to be harmful to the public welfare, health and safety.

WHEREAS, Anoka City Code Chapter 48, Art. IV, Section 48-100 prohibits any person to maintain or permit to be maintained any causes of blight or blighting factors upon any property in the city.

WHEREAS, Anoka City Code Chapter 48, Art. IV, Section 48-100 finds the storage or accumulation of trash, junk, rubbish, or refuse of any kind as a cause of blight or blighting factor, and is thus prohibited.

WHEREAS, the registered property owner legally responsible for said property was issued an Administrative Notice on August 31, 2016 for outdoor storage/accumulation of refuse in violation of Anoka City Code Chapter 48, Art. IV, Section 48-100 with a compliance deadline of September 14, 2016.

WHEREAS, the registered property owner legally responsible for said property failed to comply with the Administrative Notice issued on August 31, 2016 for outdoor storage/accumulation of refuse.

WHEREAS, the registered property owner legally responsible for said property was issued an Administrative Citation on October 11, 2016 with a compliance deadline of October 26, 2016 for outdoor storage/accumulation of refuse in violation of City Code Chapter 48, Art. IV, Section 48-100; failure to dispose of refuse and garbage in violation of City Code Chapter 48, Art. I, Section 48-3(c); and outdoor accumulation of material that may serve as food for rodents in violation of City Code Chapter 48, Art. I, Section 48-3(i).

WHEREAS, the registered property owner legally responsible for said property was issued a second Administrative Citation on November 22, 2016 for outdoor storage/accumulation of refuse in violation of City Code Chapter 48, Art. IV, Section 48-100, failure to dispose of refuse and garbage in violation of City Code Chapter 48, Art. I, Section 48-3(c), and outdoor accumulation of material that may serve as food for rodents in violation of City Code Chapter 48, Art. I, Section 48-3(i).

WHEREAS, the property meets the definition of hazardous property as defined by Minnesota Statute 463.15 Subdivision 3, as follows:

> M. S. 463.15 DEFINITIONS
>
> Subd. 3.Hazardous building or hazardous property.
>
> "Hazardous building or hazardous property" means any building or property, <u>which because of inadequate maintenance</u>, dilapidation, physical damage, <u>unsanitary condition</u>, or abandonment, constitutes a fire hazard or <u>a hazard to public safety or health</u>.

WHEREAS, Minnesota Statute 463.16 grants the governing body of any municipality the authority to order the owner of a hazardous property to correct or remove the hazardous condition of the property, which reads as follows:

> M. S. 463.16 REPAIR OR REMOVE HAZARDOUS PROPERTY CONDITION.
>
> The governing body of any municipality may order the owner of any hazardous building or property within the municipality to correct or remove the hazardous condition of the building or property or to raze or remove the building.

WHEREAS, Minnesota Statute 463.161 grants the governing body of any municipality the authority to abate any hazardous condition of any hazardous property, which reads as follows:

> M. S. 463.161 ABATEMENT.
>
> In the manner prescribed in section <u>463.21</u> the governing body of any municipality may correct or remove the hazardous condition of any hazardous building or property; the cost of which shall be charged against the real estate as provided in section <u>463.21</u> except the governing body may provide that the cost

so assessed may be paid in not to exceed five equal annual installments with interest therein, at eight percent per annum.

WHEREAS, Anoka City Code Chapter 38, Art. II, Section 38-30 defines “Any condition which unreasonably annoys, injures, or endangers the safety, health, morals, comfort, or repose of any considerable number of members of the public” as a public nuisance.

WHEREAS, City Code Chapter 38, Art. II, Section 38-30 prohibits any person from maintaining any public nuisance.

WHEREAS, City Code Chapter 38, Art. II, Section 38-32 identifies the following as public nuisances affecting peace and safety:

(q) The accumulation of papers, boxes, trash or rubbish, unless kept in a closed receptacle

(r) The accumulation of any litter or garbage upon the premises or permitting the same to remain on the premises.

(t) The keeping of any offensive, nauseous substance or liquid at any place from whence the stench thereof may reach the street, avenue, alley, lane or public land or any dwelling. Permitting any litter or garbage to remain upon the premises.

(u) The accumulation of discarded or unused machinery, household appliances, automobile bodies, lumber, wood, trash, debris or other material, or the rank growth of vegetation among the items so accumulated, in a manner conducive to the harboring of rats, mice, snakes, mosquitoes or vermin, or in a manner creating fire, health, or safety hazards.

WHEREAS, City Code Chapter 38, Art. II, Section 38-34 identifies the following as public nuisances affecting health:

(a) Exposed accumulation of decayed or unwholesome food or vegetable matter.

(e) The accumulation of trash, ashes, refuse, manure, or debris of any nature or description.

NOW, THEREFORE, BE IT RESOLVED that based on the findings above, the Anoka City Council hereby declares the property located at 734 Jackson Street, Anoka, Minnesota 55303, with the Property ID number of 06-31-24-43-0052, as legally described above, as a hazardous property and public nuisance.

BE IT FURTHER RESOLVED that the Anoka City Council hereby orders that the hazardous property be abated by correction or cleanup of the hazardous condition to comply Anoka City Code, and in a reasonable amount of time, not to exceed 120 days from the date of this resolution.

BE IT FURTHER RESOLVED by the Anoka City Council that regardless of the time frames for compliance, the property owner has twenty (20) days from the date of service of the order of abatement to contest the order of abatement in accordance with Minnesota Statute 463.18, as follows:

> M. S. 463.18 ANSWER
>
> Within 20 days from the date of service, any person upon whom the order is served may serve an answer in the manner provided for the service of an answer in a civil action, specifically denying such facts in the order as are in dispute.

If an answer is served within the twenty (20) day period, the contested case will proceed in accordance with Minnesota Statute 463.20, as follows:

> M. S. 463.20 CONTESTED CASES
>
> If an answer is filed and served as provided in section 463.18, further proceedings in the action shall be governed by the Rules of Civil Procedure for the District Courts, except that the action has priority over all pending civil actions and shall be tried forthwith. If the order is sustained following the trial, the court shall enter judgment and shall fix a time after which the building must be destroyed or repaired or the hazardous condition removed or corrected, as the case may be, in compliance with the order as originally filed or modified by the court. If the order is not sustained, it shall be annulled and set aside. The court administrator of the court shall cause a copy of the judgment to be mailed forthwith to the persons upon whom the original order was served.

BE IT FURTHER RESOLVED by the Anoka City Council that if the property owner does not comply with this abatement order, the City will seek summary enforcement of the abatement order and authorizes the City Manager to undertake all actions necessary to enforce and execute the abatement order. Any and all costs incurred by the City to enforce and execute the abatement order will be assessed to the property by special assessment.

Adopted by the Anoka City Council this the 5th day of December, 2016.

ATTEST:

_____	_____
Amy T. Oehlers, City Clerk	Phil Rice, Mayor

08/29/2016

08/29/2016
342 of 380

COUNCIL MEMO FORM

11.1

Meeting Date	12-05-2016
Agenda Section	New Business
Item Description	Annual Appointments to City Boards &Commissions
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

Per our City policy staff advertised for applications for the annual board/commission appointments during the month of October. This was published in the Anoka Union, posted on the City website and also posted on the City Reader Board. The noticed requested that applications be submitted by November 1st; however, the City policy does allow submittal of applications up until the date the appointments will be made.

Attached is a summary of the board/commission positions that are scheduled to expire on 12/31, as well as the status of the applications received.

After the appointments are made, the City will still have the following vacancies:

CHARTER COMMISSION

- 1-Partial term, expiration date of 03/01/2018
- 1-Full term, expiration date of 11/01/2020

ECONOMIC DEVELOPMENT COMMISSION

- Partial term, expiration date of 12/31/2018

* Staff was just informed on 12/1 that EDC member Andy Peterson is planning to move out of the City of Anoka in the near future. The membership requirements of the EDC require that five (5) of the nine (9) members be residents of the City of Anoka. Once the resignation of Andy Peterson is officially submitted and accepted, the EDC will then have only four (4) members that are City residents. **Please get the word out that we need City residents to apply for the EDC.**

HERITAGE PRESERVATION COMMISSION

- 1-Full term, expiration date of 12/31/2019

PARKING ADVISORY BOARD

- 1-Full term, expiration date of 12/31/2019

PARKS & RECREATION BOARD

- 1-Full Term, expiration date of 12/31/2019

UTILITY ADVISORY BOARD

- 1-Partial term, expiration date of 12/31/2017
- 1-Partial term, expiration date of 12/31/2019

WASTE REDUCTION & RECYCLING BOARD

- 1-Full term, expiration date of 12/31/2018

FINANCIAL IMPACT

The cost to advertise in the Anoka Union was approximately $38.00.

COUNCIL ACTION REQUESTED

Request Council act on the annual appointments to the Boards/Commissions.

2016 BOARD/COMMISSION EXPIRATIONS

ECONOMIC DEVELOPMENT COMMISSION – 3 yr term

Residency not required. Members must be those, who in the judgment of the City Council, are representative of the community and are qualified by training and experience and interest useful for the fulfillment of the Commission's responsibility in economic development.

NAME	EXPIRATION DATE	RE-APPLIED	DID NOT RE-APPLY	NEW APPLICANT
Jessica Thunder	12-31-2016	X		
Gene Dvoracek	12-31-2016	X		
Tracy Kelly	12-31-2016	X		
Vacancy	12-31-2018		NO APPLICATIONS RECEIVED	

* 3 full term seats for appointment, 1 partial term *** NEED 1 MORE APPLICANT**

HERITAGE PRESERVATION COMMISSION – 3 yr term

Residency required. Members must citizens of the City of Anoka who have demonstrated an interest in the historical, cultural or architectural development of the City and at least two members shall be preservation-related professionals, if available in the community. Per Minnesota Statute 471.193, the Commission must include a member from the Anoka County historical Society, if available.

NAME	EXPIRATION DATE	RE-APPLIED	DID NOT RE-APPLY	NEW APPLICANT
Tim Nigh	12-31-2016		X	
Cory Rahn	12-31-2016	X		
Bart Ward	12-31-2016	X		

* 3 full term seats for appointment *** NEED 1 MORE APPLICANT**

HUMAN RIGHTS COMMISSION – 3 yr term

Residency is not required. Members must be those, who in the judgment of the City Council, are sincere in the securing for all citizens, equal opportunity in housing, employment, public accommodations, public services and education and display an interest in Human Rights and Social Justice issues

NAME	EXPIRATION DATE	RE-APPLIED	DID NOT RE-APPLY	NEW APPLICANT
Sue Dilcher	12-31-2016	X		

* 1 full term seat for appointment

PARKING ADVISORY – 3 yr term

Residency is not required.

NAME	EXPIRATION DATE	RE-APPLIED	DID NOT RE-APPLY	NEW APPLICANT
Jim Batters	12-31-2016		X	
Pete Turok	12-31-2016	X		
Robert Weil	12-31-2016	X		

* 3 full term seat for appointment *** NEED 1 MORE APPLICANT**

PARKS & RECREATION BOARD – 3 yr term

Must be a resident.

NAME	EXPIRATION DATE	RE-APPLIED	DID NOT RE-APPLY	NEW APPLICANT
Joseph Anderla	12-31-2016	X		
David Throne	12-31-2016		X	
David Steinbring	12-31-2016	X		

* 3 full term seats for appointment *** NEED 1 MORE APPLICANT**

UTILITY ADVISORY BOARD – 3 yr term

Must be a resident, property owner, utility customer or employee of a business located in the City of Anoka.

NAME	EXPIRATION DATE	RE-APPLIED	DID NOT RE-APPLY	NEW APPLICANT
Gary Semmel	12-31-2016	X		
Dennis Taylor	12-31-2016	X		
Vacancy	12-31-2017	NO APPLICATIONS RECEIVED		
Vacancy	12-31-2018	NO APPLICATIONS RECEIVED		

* 2 full term seats and 2 partial term seats for appointment *** NEED 2 MORE APPLICANTS**

WASTE REDUCTION & RECYCLING BOARD – 2 yr term

Must be a resident and members are expected to be interested in solid waste matters as they relate to the overall general welfare and development of the community.

NAME	EXPIRATION DATE	RE-APPLIED	DID NOT RE-APPLY	NEW APPLICANT
Tim Aberwald	12-31-2016		X	
Jan Call	12-31-2016	X		
Cindy Thurston	12-31-2016	X		

* 3 full term seats for appointment *** NEED 1 MORE APPLICANT**

ANOKA
REAL. CLASSIC.

Date Received: 11-29-16

Received By: AJO

CITY OF ANOKA
2015 First Avenue
Anoka, MN 55303-2270
Phone: 763-576-2700 Fax: 763-576-2727
Website: www.ci.anoka.mn.us

BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one):

- [ ] **Charter Commission**
- [x] **Economic Development Commission**
- [ ] **Heritage Preservation Commission**
- [ ] **Housing & Redevelopment Authority**
- [ ] **Human Rights Commission**
- [ ] **Parking Advisory Board**
- [ ] **Parks & Recreation Board**
- [ ] **Planning Commission**
- [ ] **Utility Advisory Board**
- [ ] **Waste Reduction & Recycling Board**

NAME: Jessica Thunder

FULL ADDRESS: Coon Rapids, MN 55433

PHONE (HOME): 612-306-8176

PHONE (WORK):

EMAIL: jessi.thunder@gmail.com

ARE YOU A RESIDENT OF THE CITY OF ANOKA? ☐ YES ☒ NO

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS? ☒ YES ☐ NO

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:

I have thoroughly enjoyed my tenor on the Economic Development Commission and hope to continue it. I feel a deep connection with the City of Anoka and would like to continue playing a part in its development. I feel that a diverse group of voices is necessary to continue the thoughtful and deliberate development of Anoka and I hope to continue that with this commission.

Thunder

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

I have served on the EDC since 2010. I have a BS in Finance with a minor in Economics.

AVAILABILITY: *Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission?* ☒ Yes ☐ No

REFERENCES: *(Optional)*

Name	Address	Phone
Name	Address	Phone
Name	Address	Phone

NOTE: This application is of public record. Public Service opportunities are offered by the City of Anoka without regard to race, color, national origin, religion, disability, sex or sexual orientation.

(For Office Use Only)

Was application submitted by due date? ☐ *Yes* ☒ *No*

The Applicant is: ☐ *A New Applicant* ☒ *Applying for Reappointment*

This appointment is for a: ☐ *Partial Term* ☒ *Full Term*

Date submitted to Council: _____ *Council Action:* ☐ *Not Appointed* ☐ *Appointed (Exp:* _____*)*

ANOKA
REAL. CLASSIC.

Date Received: 11/1/16

Received By: AD

CITY OF ANOKA
2015 First Avenue
Anoka, MN 55303-2270
Phone: 763-576-2700 Fax: 763-576-2727
Website: www.ci.anoka.mn.us

BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one):

- [ ] Charter Commission
- [x] Economic Development Commission
- [ ] Heritage Preservation Commission
- [ ] Housing & Redevelopment Authority
- [ ] Human Rights Commission
- [ ] Parking Advisory Board
- [ ] Parks & Recreation Board
- [ ] Planning Commission
- [ ] Utility Advisory Board
- [ ] Waste Reduction & Recycling Board

NAME: Eugene G Dvoracek

FULL ADDRESS: Anoka MN 55303

PHONE (HOME): 763-427-7200

PHONE (WORK): 612-708-5694 cell

EMAIL: ngdvora78@comcast.net

ARE YOU A RESIDENT OF THE CITY OF ANOKA? ☒ YES ☐ NO

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS? ☒ YES ☐ NO

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:

I wish to continue serving on the Economic Development Commission because I am interested in promoting the economic health of Anoka.

Dvoracek

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

As a small business owner, I practiced dentistry in Anoka for 40 years. I have served on this commission since its inception in 1982. This experience gives me a unique historical perspective.

AVAILABILITY: *Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission?* ☒ Yes ☐ No

REFERENCES: *(Optional)*

Name	Address	Phone
Name	Address	Phone
Name	Address	Phone

NOTE: This application is of public record. Public Service opportunities are offered by the City of Anoka without regard to race, color, national origin, religion, disability, sex or sexual orientation.

(For Office Use Only)

Was application submitted by due date? ☒ *Yes* ☐ *No*

The Applicant is: ☐ *A New Applicant* ☒ *Applying for Reappointment*

This appointment is for a: ☐ *Partial Term* ☒ *Full Term*

Date submitted to Council: _____ *Council Action:* ☐ *Not Appointed* ☐ *Appointed (Exp:* _____*)*

ANOKA
REAL. CLASSIC.

Date Received: 10-28-16

Received By: AO

CITY OF ANOKA
2015 First Avenue
Anoka, MN 55303-2270
Phone: 763-576-2700 Fax: 763-576-2727
Website: www.ci.anoka.mn.us

BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one):

- [ ] Charter Commission
- [x] Economic Development Commission
- [ ] Heritage Preservation Commission
- [ ] Housing & Redevelopment Authority
- [ ] Human Rights Commission
- [ ] Parking Advisory Board
- [ ] Parks & Recreation Board
- [ ] Planning Commission
- [ ] Utility Advisory Board
- [ ] Waste Reduction & Recycling Board

NAME: TRACY KELLY

FULL ADDRESS: , ANOKA, MN 55303

PHONE (HOME): 507- 273- 2669

PHONE (WORK): same

EMAIL: tracypaulkelly@gmail.com

ARE YOU A RESIDENT OF THE CITY OF ANOKA? [x] YES [ ] NO

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS? [x] YES [ ] NO

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:

As current chair of the commission, I am interested in continuing to serve our city. My goal is to help increase our tax base by creating a business-friendly environment to encourage growth with our current businesses and create opportunities for new businesses.

Kelly

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

current EDC chair

career in business / private sector

grew up in a family business

past board member of multiple organizations

degree in business / marketing + courses in personal finance

AVAILABILITY: *Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission?* ☒ Yes ☐ No

REFERENCES: *(Optional)*

Name	Address	Phone
Name	Address	Phone
Name	Address	Phone

NOTE: This application is of public record. Public Service opportunities are offered by the City of Anoka without regard to race, color, national origin, religion, disability, sex or sexual orientation.

(For Office Use Only)

Was application submitted by due date? ☒ *Yes* ☐ *No*

The Applicant is: ☐ *A New Applicant* ☒ *Applying for Reappointment*

This appointment is for a: ☐ *Partial Term* ☒ *Full Term*

Date submitted to Council: _____ *Council Action:* ☐ *Not Appointed* ☐ *Appointed (Exp:* _____*)*

ANOKA
REAL. CLASSIC.

Date Received: 11-3-16

Received By: AFO

CITY OF ANOKA
2015 First Avenue
Anoka, MN 55303-2270
Phone: 763-576-2700 Fax: 763-576-2727
Website: www.ci.anoka.mn.us

BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one):

- ☐ Charter Commission
- ☐ Economic Development Commission
- ☒ Heritage Preservation Commission
- ☐ Housing & Redevelopment Authority
- ☐ Human Rights Commission
- ☐ Parking Advisory Board
- ☐ Parks & Recreation Board
- ☐ Planning Commission
- ☐ Utility Advisory Board
- ☐ Waste Reduction & Recycling Board

NAME: Cory R Rahn

FULL ADDRESS: Anoka MN 55303

PHONE (HOME): 763-427-0131

PHONE (WORK): 763-323-3041

EMAIL: Neonnq@gmail.com

ARE YOU A RESIDENT OF THE CITY OF ANOKA? ☒ YES ☐ NO

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS? ☒ YES ☐ NO

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:

I would like to contiune to serve on the HPC. I enjoy the history preservation and the stories of the old days. I have gained a ton of new knowledge about the history of the city and look forward to learning more.

Rahn

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

I've been on this board for 3 years now. I was previously on the Student Goverment at ARCC for 4 years.

AVAILABILITY: *Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission?* ☒ Yes ☐ No

REFERENCES: *(Optional)*

Name	Address	Phone
Name	Address	Phone
Name	Address	Phone

NOTE: This application is of public record. Public Service opportunities are offered by the City of Anoka without regard to race, color, national origin, religion, disability, sex or sexual orientation.

(For Office Use Only)

Was application submitted by due date? ☐ *Yes* ☒ *No*

The Applicant is: ☐ *A New Applicant* ☒ *Applying for Reappointment*

This appointment is for a: ☐ *Partial Term* ☒ *Full Term*

Date submitted to Council: _____ *Council Action:* ☐ *Not Appointed* ☐ *Appointed (Exp:* _____*)*

ANOKA
REAL. CLASSIC.

Date Received: 10-4-16

Received By: AKO

CITY OF ANOKA
2015 First Avenue
Anoka, MN 55303-2270
Phone: 763-576-2700 Fax: 763-576-2727
Website: www.ci.anoka.mn.us

BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one):

- [ ] Charter Commission
- [ ] Economic Development Commission
- [x] Heritage Preservation Commission
- [ ] Housing & Redevelopment Authority
- [ ] Human Rights Commission
- [ ] Parking Advisory Board
- [ ] Parks & Recreation Board
- [ ] Planning Commission
- [ ] Utility Advisory Board
- [ ] Waste Reduction & Recycling Board

NAME: Bart Ward

FULL ADDRESS:

PHONE (HOME): 763-712-0992

PHONE (WORK): 763-712-0992

EMAIL: ward@wardcompany.com

ARE YOU A RESIDENT OF THE CITY OF ANOKA? [■] YES [ ] NO

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS? [■] YES [ ] NO

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:

I have served as Chair of HPC for the past 14 years. I also serve on the board of the county historical society.

I wish to continue.

Ward

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

Chair, HPC

Serve on ACHS board

Historian

Write historical articles for the Museum of American Finance in NYC

AVAILABILITY: *Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission?* ■ Yes ☐ No

REFERENCES: *(Optional)*

Name	Address	Phone
Dan Erhart	Coon Rapids	
Rebecca Mavencamp	ACHS	
Mark Freeburg	Anoka	

NOTE: This application is of public record. Public Service opportunities are offered by the City of Anoka without regard to race, color, national origin, religion, disability, sex or sexual orientation.

(For Office Use Only)

Was application submitted by due date? ☒ *Yes* ☐ *No*

The Applicant is: ☐ *A New Applicant* ☒ *Applying for Reappointment*

This appointment is for a: ☐ *Partial Term* ☒ *Full Term*

Date submitted to Council: _____ *Council Action:* ☐ *Not Appointed* ☐ *Appointed (Exp:* _____*)*

ANOKA
REAL. CLASSIC.

Date Received:
10-3-2016
Received By:
ato

CITY OF ANOKA
2015 First Avenue
Anoka, MN 55303-2270
Phone: 763-576-2700 Fax: 763-576-2727
Website: www.ci.anoka.mn.us

BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one):

- ☐ **Charter Commission**
- ☐ **Economic Development Commission**
- ☐ **Heritage Preservation Commission**
- ☐ **Housing & Redevelopment Authority**
- ☒ **Human Rights Commission**
- ☐ **Parking Advisory Board**
- ☐ **Parks & Recreation Board**
- ☐ **Planning Commission**
- ☐ **Utility Advisory Board**
- ☐ **Waste Reduction & Recycling Board**

NAME: Suzanne M Dilcher

FULL ADDRESS: Anoka, MN 55303

PHONE (HOME): 763-421-4457

PHONE (WORK): NA

EMAIL: gelato7@msn.com

ARE YOU A RESIDENT OF THE CITY OF ANOKA? ☒ **YES** ☐ **NO**

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS? ☒ **YES** ☐ **NO**

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:

My work back ground is in HR. I would like to give back to the City of Anoka.

Dilcher

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

Please refer to prior Application for the Board. Thank You

AVAILABILITY: *Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission?* ☒ Yes ☐ No

REFERENCES: *(Optional)*

Name	Address	Phone
Name	Address	Phone
Name	Address	Phone

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(For Office Use Only)

Was application submitted by due date? ☒ *Yes* ☐ *No*

The Applicant is: ☐ *A New Applicant* ☒ *Applying for Reappointment*

This appointment is for a: ☐ *Partial Term* ☒ *Full Term*

Date submitted to Council: _____ *Council Action:* ☐ *Not Appointed* ☐ *Appointed (Exp:* _____*)*

ANOKA
REAL. CLASSIC.

Date Received: _____

Received By: _____

CITY OF ANOKA
2015 First Avenue
Anoka, MN 55303-2270
Phone: 763-576-2700 Fax: 763-576-2727
Website: www.ci.anoka.mn.us

BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one):

- ☐ Charter Commission
- ☐ Economic Development Commission
- ☐ Heritage Preservation Commission
- ☐ Housing & Redevelopment Authority
- ☐ Human Rights Commission
- ☒ Parking Advisory Board
- ☐ Parks & Recreation Board
- ☐ Planning Commission
- ☐ Utility Advisory Board
- ☐ Waste Reduction & Recycling Board

NAME: Peter Turok

FULL ADDRESS:

PHONE (HOME):

PHONE (WORK):

EMAIL:

ARE YOU A RESIDENT OF THE CITY OF ANOKA? ☐ YES ☒ NO

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS? ☒ YES ☐ NO

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:

Been on that Board since time began!

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

_____

_____

_____

_____

_____

AVAILABILITY: *Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission?* ☒ Yes ☐ No

REFERENCES: *(Optional)*

Name	Address	Phone
Name	Address	Phone
Name	Address	Phone

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(For Office Use Only)

Was application submitted by due date? ☐ *Yes* ☐ *No*

The Applicant is: ☐ *A New Applicant* ☐ *Applying for Reappointment*

This appointment is for a: ☐ *Partial Term* ☐ *Full Term*

Date submitted to Council: _____ *Council Action:* ☐ *Not Appointed* ☐ *Appointed (Exp:* _____*)*

ANOKA
REAL. CLASSIC.

Date Received: 10/21/16
Received By: AB

CITY OF ANOKA
2015 First Avenue
Anoka, MN 55303-2270
Phone: 763-576-2700 Fax: 763-576-2727
Website: www.ci.anoka.mn.us

BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one):

- ☐ Charter Commission
- ☐ Economic Development Commission
- ☐ Heritage Preservation Commission
- ☐ Housing & Redevelopment Authority
- ☐ Human Rights Commission
- ☒ Parking Advisory Board
- ☐ Parks & Recreation Board
- ☐ Planning Commission
- ☐ Utility Advisory Board
- ☐ Waste Reduction & Recycling Board

NAME: ROBERT E WEIL

FULL ADDRESS: ANOKA

PHONE (HOME): 763-421-2132

PHONE (WORK):

EMAIL:

ARE YOU A RESIDENT OF THE CITY OF ANOKA? ☒ YES ☐ NO

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS? ☒ YES ☐ NO

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:

SEE QUALIFICATIONS

WEN

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

ANOKA CSO (20 YRS) WHICH INCLUDES PARKING ENFORCEMENT

PARKING ADVISORY BOARD 10 YEARS

AVAILABILITY: *Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission?* ☒ Yes ☐ No

REFERENCES: *(Optional)*

Name	Address	Phone
Name	Address	Phone
Name	Address	Phone

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(For Office Use Only)

Was application submitted by due date? ☒ *Yes* ☐ *No*

The Applicant is: ☐ *A New Applicant* ☒ *Applying for Reappointment*

This appointment is for a: ☐ *Partial Term* ☒ *Full Term*

Date submitted to Council: _____ *Council Action:* ☐ *Not Appointed* ☐ *Appointed (Exp:* _____*)*

ANOKA
REAL. CLASSIC.

Date Received: 10/20/16
Received By: AB

CITY OF ANOKA
2015 First Avenue
Anoka, MN 55303-2270
Phone: 763-576-2700 Fax: 763-576-2727
Website: [illegible]

BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one):

- ☐ Charter Commission
- ☐ Economic Development Commission
- ☐ Heritage Preservation Commission
- ☐ Housing & Redevelopment Authority
- ☐ Human Rights Commission
- ☐ Parking Advisory Board
- ☒ Parks & Recreation Board
- ☐ Planning Commission
- ☐ Utility Advisory Board
- ☐ Waste Reduction & Recycling Board

NAME: Joseph M. Anderla

FULL ADDRESS:

PHONE (HOME): 763 421 0387

PHONE (WORK): Cell 612 272 0046

EMAIL: JDANDERLA@MSN.COM Oct 18

ARE YOU A RESIDENT OF THE CITY OF ANOKA? ☒ YES ☐ NO

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS? ☒ YES ☐ NO

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:

I have been on the Parks and Recreation Board for many years. I enjoy working with others to make our Parks and programs excellent.

Anderla

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

I have been involved with many Park projects that have made Anoka's park system outstanding and I'm looking forward to continue

AVAILABILITY: *Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission?* ☒ Yes ☐ No

REFERENCES: *(Optional)*

Name	Address	Phone
Vern Blavert	743 Hull Rd	7634215766
Dr. Ron Jankowski	1513 Third Ave	612 865 1503
Joe Adler	3305 E 126 Ln NE Blaine	763 862 8447

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(For Office Use Only)

Was application submitted by due date? ☒ *Yes* ☐ *No*

The Applicant is: ☐ *A New Applicant* ☒ *Applying for Reappointment*

This appointment is for a: ☐ *Partial Term* ☒ *Full Term*

Date submitted to Council: _____ *Council Action:* ☐ *Not Appointed* ☐ *Appointed (Exp:* _____*)*

ANOKA
REAL. CLASSIC.

Date Received: 11-30-2016
Received By: AH

CITY OF ANOKA
2015 First Avenue
Anoka, MN 55303-2270
Phone: 763-576-2700 Fax: 763-576-2727
Website: www.ci.anoka.mn.us

BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one):

- ☐ Charter Commission
- ☐ Economic Development Commission
- ☐ Heritage Preservation Commission
- ☐ Housing & Redevelopment Authority
- ☐ Human Rights Commission
- ☐ Parking Advisory Board
- ☒ Parks & Recreation Board
- ☐ Planning Commission
- ☐ Utility Advisory Board
- ☐ Waste Reduction & Recycling Board

NAME: DAVID Steinbring

FULL ADDRESS:

PHONE (HOME): 612-267-9789

PHONE (WORK): 763-576-8384

EMAIL: sterling trophy@comcast.net

ARE YOU A RESIDENT OF THE CITY OF ANOKA? ☒ YES ☐ NO

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS? ☒ YES ☐ NO

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:

Parks + trail + Ball Fields interest

Steinbring

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

History

AVAILABILITY: *Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission?* ☒ Yes ☐ No

REFERENCES: *(Optional)*

Jon Holmes
Name Address Phone

LISA LaCrosse
Name Address Phone

Patty Steinbring
Name Address Phone

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(For Office Use Only)

Was application submitted by due date? ☐ *Yes* ☒ *No*

The Applicant is: ☐ *A New Applicant* ☒ *Applying for Reappointment*

This appointment is for a: ☐ *Partial Term* ☒ *Full Term*

Date submitted to Council: _____ *Council Action:* ☐ *Not Appointed* ☐ *Appointed (Exp:* _____*)*

ANOKA
REAL. CLASSIC.

Date Received: 11/1/16
Received By: AO

CITY OF ANOKA
2015 First Avenue
Anoka, MN 55303-2270
Phone: 763-576-2700 Fax: 763-576-2727
Website: www.ci.anoka.mn.us

BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one):

- ☐ Charter Commission
- ☐ Economic Development Commission
- ☐ Heritage Preservation Commission
- ☐ Housing & Redevelopment Authority
- ☐ Human Rights Commission
- ☐ Parking Advisory Board
- ☐ Parks & Recreation Board
- ☐ Planning Commission
- ☒ Utility Advisory Board
- ☐ Waste Reduction & Recycling Board

NAME: GARY JEMMEL

FULL ADDRESS: ANOKA MN 55303

PHONE (HOME): 763-421-4283

PHONE (WORK): N/A

EMAIL: gksemmel@gmail.com

ARE YOU A RESIDENT OF THE CITY OF ANOKA? ☒ YES ☐ NO

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS? ☒ YES ☐ NO

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:

LIKE TO BE INVOLVED

Semmel

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

BEEN SERVING SINCE 1980

AVAILABILITY: *Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission?* ☑ Yes ☐ No

REFERENCES: *(Optional)*

Name	Address	Phone
Name	Address	Phone
Name	Address	Phone

NOTE: This application is of public record. Public Service opportunities are offered by the City of Anoka without regard to race, color, national origin, religion, disability, sex or sexual orientation.

(For Office Use Only)

Was application submitted by due date? ☒ *Yes* ☐ *No*

The Applicant is: ☐ *A New Applicant* ☒ *Applying for Reappointment*

This appointment is for a: ☐ *Partial Term* ☒ *Full Term*

Date submitted to Council: _____ *Council Action:* ☐ *Not Appointed* ☐ *Appointed (Exp:* _____*)*

ANOKA
REAL. CLASSIC.

Date Received: 10-03-2016
Received By: ato

CITY OF ANOKA
2015 First Avenue
Anoka, MN 55303-2270
Phone: 763-576-2700 Fax: 763-576-2727
Website: www.ci.anoka.mn.us

BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one):

- ☐ Charter Commission
- ☐ Economic Development Commission
- ☐ Heritage Preservation Commission
- ☐ Housing & Redevelopment Authority
- ☐ Human Rights Commission
- ☐ Parking Advisory Board
- ☐ Parks & Recreation Board
- ☐ Planning Commission
- ☒ Utility Advisory Board
- ☐ Waste Reduction & Recycling Board

NAME: Dennis Taylor

FULL ADDRESS: Anoka MN 55303

PHONE (HOME): 763-427-4326

PHONE (WORK): cell - 612-845-2440

EMAIL: taylord4@asme.org

ARE YOU A RESIDENT OF THE CITY OF ANOKA? ☒ YES ☐ NO

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS? ☒ YES ☐ NO

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:

I make an effort to stay current on issues related to the electric utility industry and believe I can help the the UAB provide counsel to the AMU superintendent and staff. Electricity, though a commodity, is a vital component of every-day life and continues to experience significant changes in production, delivery, and billing opportunities.

Taylor

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

I have served two terms on the UAB. I have 46 years experience in the electric utility industry as an engineer, a technical specialist, and a manager. I have led pioneering efforts in inter-divisional cooperation which has resulted in improved performance of generation, transmission, and finance.

AVAILABILITY: *Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission?* ☒ Yes ☐ No

REFERENCES: *(Optional)*

Name	Address	Phone
Name	Address	Phone
Name	Address	Phone

NOTE: This application is of public record. Public Service opportunities are offered by the City of Anoka without regard to race, color, national origin, religion, disability, sex or sexual orientation.

(For Office Use Only)

Was application submitted by due date? ☒ *Yes* ☐ *No*

The Applicant is: ☐ *A New Applicant* ☒ *Applying for Reappointment*

This appointment is for a: ☐ *Partial Term* ☒ *Full Term*

Date submitted to Council: _____ *Council Action:* ☐ *Not Appointed* ☐ *Appointed (Exp:* _____*)*

ANOKA
REAL. CLASSIC.

Date Received: 10/25/16
Received By: AW

CITY OF ANOKA
2015 First Avenue
Anoka, MN 55303-2270
Phone: 763-576-2700 Fax: 763-576-2727
Website: www.ci.anoka.mn.us

BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one):

- [ ] Charter Commission
- [ ] Economic Development Commission
- [ ] Heritage Preservation Commission
- [ ] Housing & Redevelopment Authority
- [ ] Human Rights Commission
- [ ] Parking Advisory Board
- [ ] Parks & Recreation Board
- [ ] Planning Commission
- [ ] Utility Advisory Board
- [x] Waste Reduction & Recycling Board

NAME: Jan T. Call

FULL ADDRESS: Anoka 55303

PHONE (HOME): 763-421-4604

~~PHONE (WORK)~~: Cell - 612-599-6838

EMAIL:

ARE YOU A RESIDENT OF THE CITY OF ANOKA? [x] YES [ ] NO

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS? [x] YES [ ] NO

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:

I have been a member of WRRB since May of 1999. I would like to continue to serve on this board.

Call

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

I am a life Long recycler. I believe strongly that recycling is a valuable tool to protect our planet. We must all do our part.

AVAILABILITY: *Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission?* ☒ Yes ☐ No

REFERENCES: *(Optional)*

Name	Address	Phone
Diane Grinde	1041 Madison St	763-427-8377
Barb Thurston	1815 3rd Ave. So.	763-421-1844

NOTE: This application is of public record. Public Service opportunities are offered by the City of Anoka without regard to race, color, national origin, religion, disability, sex or sexual orientation.

(For Office Use Only)

Was application submitted by due date? ☒ *Yes* ☐ *No*

The Applicant is: ☐ *A New Applicant* ☒ *Applying for Reappointment*

This appointment is for a: ☐ *Partial Term* ☒ *Full Term*

Date submitted to Council: _____ *Council Action:* ☐ *Not Appointed* ☐ *Appointed (Exp:* _____*)*

ANOKA
REAL. CLASSIC.

Date Received: 10-3-16
Received By: AJO

CITY OF ANOKA
2015 First Avenue
Anoka, MN 55303-2270
Phone: 763-576-2700 Fax: 763-576-2727
Website: www.ci.anoka.mn.us

BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one):

- ☐ Charter Commission
- ☐ Economic Development Commission
- ☐ Heritage Preservation Commission
- ☐ Housing & Redevelopment Authority
- ☐ Human Rights Commission
- ☐ Parking Advisory Board
- ☐ Parks & Recreation Board
- ☐ Planning Commission
- ☐ Utility Advisory Board
- ☑ Waste Reduction & Recycling Board

NAME: Cindy Thurston

FULL ADDRESS: Anoka MN 55303

PHONE (HOME): 763-516-8209

PHONE (WORK):

EMAIL: cinyt806@gmail.com

ARE YOU A RESIDENT OF THE CITY OF ANOKA? ☑ YES ☐ NO

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS? ☑ YES ☐ NO

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:

I have enjoyed my first term and feel good about volunteering a little service to the community. Taking care of the environment is important to me.

Thursla

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

I'm a math teacher at a school that services a treatment center. I have served on other community organizations in the past.

AVAILABILITY: *Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission?* ☒ Yes ☐ No

REFERENCES: *(Optional)*

Name	Address	Phone
Name	Address	Phone
Name	Address	Phone

NOTE: This application is of public record. Public Service opportunities are offered by the City of Anoka without regard to race, color, national origin, religion, disability, sex or sexual orientation.

(For Office Use Only)

Was application submitted by due date? ☒ *Yes* ☐ *No*

The Applicant is: ☐ *A New Applicant* ☒ *Applying for Reappointment*

This appointment is for a: ☐ *Partial Term* ☒ *Full Term*

Date submitted to Council: _____ *Council Action:* ☐ *Not Appointed* ☐ *Appointed (Exp:* _____*)*

COUNCIL MEMO FORM

12.1

Meeting Date	12-05-2016
Agenda Section	Updates & Reports
Item Description	Tentative Agendas
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

Attached are the tentative agenda(s) for future meeting(s).

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

Request Council review and discuss upcoming agenda(s).

City Council – Regular Meeting
Monday, December 19, 2016 - 7:00 p.m.
Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
   - 3.1 December 5, 2016 Regular Mtg.
     December 12, 2016 Worksession.
4. **OPEN FORUM** **The open forum is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and address for the record. Rules of Conduct as listed in the public folder provided at the entrance of the Council Chambers must be adhered to.*
   - 4.1 Downtown Security/City-wide Activity.
5. **PUBLIC HEARING(S)**
   - 5.1 Annual Renewal of Currency Exchange License; The UnBank Company LLP, 205 E Main St. (TO BE ACTED UPON WITHIN CONSENT AGENDA)
6. **CONSENT AGENDA**
   - 6.1 Verified Bills.
   - 6.2 Revising & Setting Council Calendars.
   - 6.3 Annual Renewal of Currency Exchange License; The UnBank Company LLP, 205 E Main St.
   - 6.4 Approving Change Order No. 1; City Hall North Parking Lot Project.
7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
   - 7.1.A. RES/Revocation of an Expired Variance; 840 River Lane, City of Anoka, A2014-17.
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**
   - 9.1 ORD/Amending Anoka City Charter. (2nd reading)
   - 9.2 ORD/Adopting 2017 Master Fee Schedule. (2nd reading)
   - 9.3 RES/Cancellation of 2017 Debt Levy.
   - 9.4 RES/Adoption 2017 City Levy.
   - 9.5 RES/Adopting 2017 City Budget.
   - 9.6 RES/2017 Brisbin Area SRP; Accepting Feasibility Report and Set Public Improvement Hearing.
   - 9.7 RES/2017 Brisbin Area SRP; Set Assessment Hearing.
   - 9.8 RES/2017 Christian Hills Area SRP; Accepting Feasibility Report and Set Public Improvement Hearing.
   - 9.9 RE/2017 Christian Hills Area SRP; Set Assessment Hearing.

9. **ORDINANCES & RESOLUTIONS (Continued)**
   - 9.10 ORD/Amending Woodbury Lease/The Mad Hatter. (2nd reading)
   - 9.12 ORD/Approving Lease for Pole Attachment; Mobilite. (1st reading)
   - 9.12 ORD/Sale of Property at Green Haven Golf Course Site; Lenar. (2nd reading)

10. **UNFINISHED BUSINESS**

11. **NEW BUSINESS**
   - 11.1 Approval of Non-Union Health Insurance City Contribution.
   - 11.2 Approval of Dental Insurance Policy.
   - 11.3 Approval of Non-Union Wage Adjustments.

12. **UPDATES & REPORTS**
   - 12.1 Distribution of Round-Up Funds.
   - 12.2 Tentative Agendas.

ADJOURNMENT

City Council – Regular Meeting
Tuesday, January 3, 2017 - 7:00 p.m.
Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**

2. **ROLL CALL**
3. **COUNCIL MINUTES**
   3.1 December 19, 2016 Regular Mtg.

4. **OPEN FORUM** **The open forum is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and address for the record. Rules of Conduct as listed in the public folder provided at the entrance of the Council Chambers must be adhered to.*

5. **PUBLIC HEARING(S)**

6. **CONSENT AGENDA**
   6.1 Verified Bills.
   6.2 Revising & Setting Council Calendars.

7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
   7.1 Parks & Recreation Board - Update.

8. **PETITIONS, REQUESTS & COMMUNICATION**

9. **ORDINANCES & RESOLUTIONS**
   9.1 RES/Annual Designations.
   9.2 RES/Annual Appointments to Various Committees.
   9.3 ORD/Approving Lease for Pole Attachment; Mobilite. (2nd eading)

10. **UNFINISHED BUSINESES**

11. **NEW BUSINESS**

12. **UPDATES & REPORTS**
    12.1 Tentative Agendas.

ADJOURNMENT

City Council – Regular Meeting
Tuesday, January 17, 2017 - 7:00 p.m.
Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**

2. **ROLL CALL**
3. **COUNCIL MINUTES**
   3.1 January 3, 2017 Regular Mtg.

4. **OPEN FORUM** **The open forum is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and address for the record. Rules of Conduct as listed in the public folder provided at the entrance of the Council Chambers must be adhered to.*

5. **PUBLIC HEARING(S)**
   5.1 2017 Brisbin Area SRP; Public Improvement Hearing.
   RES/2017 Brisbin Area SRP; Order Project & Authorizing the Preparation of Final Plans & Specifications.

   5.2 2017 Christian Hill SRP; Public Improvement Hearing.
   RES/2017 Christian Hill SRP; Order Project & Authorizing the Preparation of Final Plans & Specifications.

6. **CONSENT AGENDA**
   6.1 Verified Bills.
   6.2 Revising & Setting Council Calendars.

7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
   7.1

8. **PETITIONS, REQUESTS & COMMUNICATION**

9. **ORDINANCES & RESOLUTIONS**
   9.1 RES/2017 Brisbin Area SRP; Order Project & Authorizing the Preparation of Final Plans & Specifications. (ACTED UPON AFTER PUBLIC HEARING)

   9.2 RES/2017 Christian Hill SRP; Order Project & Authorizing the Preparation of Final Plans & Specifications. (ACTED UPON AFTER PUBLIC HEARING)

10. **UNFINISHED BUSINESES**

11. NEW BUSINESS

12. UPDATES & REPORTS

12.1 Tentative Agendas.

ADJOURNMENT

City Council - Worksession
Monday, January 23, 2017 - 5:00 p.m.
Council Worksession Room

(meeting will not be cablecast)

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **COUNCIL BUSINESS and/or DISCUSSION ITEMS**
   - 3.1 Discussion; Parking in South Central Business District.
   - 3.2 Discussion; Highland Park Neighborhood Redevelopment Options.

4. **ADJOURNMENT**