



City Council - Regular Meeting

Monday, August 15, 2016 - 7:00 p.m.

Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 July 25, 2016 Worksession.
 - August 1, 2016 Budget Presentation.
 - August 1, 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 Anoka Halloween (Terrie Schoomer); Thank you to City.
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 Planning Items:
 - 7.1.A ORD/Amending Chpt 74; Article V, Division 2; Home Occupations. (1st reading)
 - 7.1.B RES/Site Plan Amendment; 3201 & 3215 Round Lake Blvd.
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**
 - 9.1 ORD/Approving Lease Agreement with Beehive Partners, LLC; City's Use of Parking Lot at 1807 1st Ave. (1st reading)
 - 9.2 ORD/Approving a Purchase Agreement for the Sale of 205/207 Fremont St. (2nd reading)
 - 9.3 2017 SRP Projects:
 - RES/2017 Brisbin Area SRP; Authorize Feasibility Study
 - RES/2017 Christian Hills SRP; Authorize Feasibility Study.
 - 9.4 RES/Approving Contract with MnDOT; Sidewalk Maintenance Agreement for TH-10 Non-motorized Crossing Improvement Project.
 - 9.5 RES/Authorizing Application for Planning Assistance Grant Funds.

10. **UNFINISHED BUSINESS**
 - 10.1 Discussion on Downtown Activity.
11. **NEW BUSINESS**
12. **UPDATES & REPORTS**
 - 12.1 Tentative Agendas.

ADJOURNMENT

COUNCIL MEMO FORM

3.1

Meeting Date	08-15-2016
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.

**WORKSESSION OF THE ANOKA CITY COUNCIL
ANOKA CITY HALL
CITY COUNCIL WORKSESSION ROOM
JULY 25, 2016**

1. CALL TO ORDER

Mayor Rice called the worksession meeting to order at 5:10 p.m.

2. ROLL CALL

Present at roll call: Mayor Rice, Councilmembers Anderson, Freeburg (arrived at 5:15 p.m.), Schmidt, Weaver.

Absent: None.

Staff present: City Manager Greg Lee; Associate Planner Chuck Darnell; Deputy Community Development Director Doug Borglund; Planning Director Carolyn Braun; Finance Director Lori Yager, Golf Course Manager Larry Norland; Police Chief Phil Johanson; City Attorney Scott Baumgartner.

3. COUNCIL BUSINESS and/or DISCUSSION ITEMS

Item 3.3 was moved up and discussed at this point in the agenda.

3.1 Discussion; Food/Beverage Contract at Green Haven Golf Course and Event Center.

Golf Course Manager Larry Norland shared the staff report stating the City of Anoka and Lancer Catering entered into a contract with a 3-year term with two 2 year renewable terms which ends March 31, 2017. He said City staff has come up with some changes in the language of the contract going forward and would like to see if Council has any specific direction or changes that should be included in any new contract.

Councilmember Freeburg said someone has to be a regular customer to appreciate the service and asked HRA Chair Carl Youngquist to share some of his experiences. He noted at this point he is not open to extending the Lancer contract.

Chair Youngquist said the lack of service by Lancer has driven the men's club from Green Haven because they do not offer food, adding while this may have been the right decision seven years ago the activity has increased and is not the right decision today. He shared how Anoka High School's Hall of Fame event will be held at 201 Jackson Street instead of Green Haven, noting this says a lot about the current service levels at Green Haven.

Councilmember Weaver said there is a connection between the River City venue and the high school though and may not be all because of the service.

Chair Youngquist said golf course is excellent and the pro shop has improved but we have a facility that is not being used to its full potential. He said Coon Rapids went through this with the wrong vendor and suggested reviewing their steps with them, adding Lancer does a nice job with catering and brunches but they are not open for lunch and with HealthPartners nearby this is necessary to do for a potential market.

Mr. Norland thanked Chair Youngquist for his input noting he has received many compliments about weddings and banquets but never for golfers which is very telling.

Councilmember Anderson asked if we can have two vendors. Mr. Norland said if they wanted to service the bar and grill for golfers that would be fine but it never improved.

Mayor Rice noted the problem is no one is behind the grill. Mr. Norland said Lancer has very strict percentages for revenue and that he would like to see minimum requirements for being open an hour before every shotgun to provide a minimum level of service for golfing.

Councilmember Weaver said the beverage cart has issues too and acknowledged while most courses do he agrees this is minimum service level too and noted most will go elsewhere after golfing.

Mayor Rice said he wants to see people stay after golf which leads to holding events there too and the current activity alienates people.

Councilmember Schmidt inquired about the proposed improvements. Finance Director Lori Yager said carpet replacement is soon but deck expansion on the north side is scheduled for 2019.

Councilmember Weaver asked if they offer coffee or breakfast. Mr. Norland said no but added this has not really affected golfing numbers because they are still solid. He said for the most part people may complain about the beverage cart but will still return so maybe we keep them and work on golfing.

Mayor Rice said Green Haven brings them back and the management is a plus as well as being Anoka's golf course so numbers likely will not decrease even if they leave after a round but said it is a natural thing to have the "19th Hole" area for food and beverages.

Councilmember Freeburg asked if Lancer is open for fine dining. Mr. Norland said they are not but will increase to two people behind the bar and are open by 9am and for shotgun starts and will stay until all golfers come off the course.

Councilmember Anderson asked if we can have more than one proprietor and if there is enough space and logistics. Mr. Norland said Lancer will offer a portable bar for banquet space and said he just wants to see golfers get the service we need them to have.

Councilmember Weaver said two vendors could cause concerns about priority, etc.

Councilmember Schmidt said he is not aware of a business model feasible for the number of golfers we have so we need to work on a formula to Lancer such as a longer term contract with those requirements.

Ms. Yager noted the restrooms are scheduled to be improved in 2017.

City Attorney Scott Baumgartner suggested changing the amounts from 5% back to the City off retail sales to 6% for banquet sales and 2% for grill sales. He said this will not give up much but will help Lancer with their numbers and get more service.

Councilmember Weaver noted service organizations have left so there must be an issue and said the City wants organizations to use City-owned facilities, adding Green Haven is not a country club.

Councilmember Freeburg said he would like to see the golfers more satisfied.

Councilmember Weaver referred to incentives given to the current vendor at Bunker Hills.

Mayor Rice noted people go to Bunker Hills for dinner even if they do not golf which is indicative of their food and service.

Councilmember Freeburg agreed that we have to cater to Anoka but said at the end of the day we need to keep the golfers happy.

Councilmember reiterated this may have been the right decision 7 years ago but is not necessarily the right decision today.

Ms. Yager offered to obtain information from Coon Rapids on their contract at their golf course.

Mayor Rice said we have a 180-day notice period and already we know the contract is ending but expect renegotiation.

Mr. Norland shared while the food business is difficult Lancer can certainly do better. He then shared discussion on the importance of sale of alcoholic beverages.

3.2 Discussion; Proposed Changes to City Code Related to Signs.

Deputy Community Development Director Doug Borglund shared the staff report stating one of the 2016 goals for the City of Anoka Planning Commission is to review and update the sign ordinance and review all other sections of the zoning ordinance that relate to signs. The Planning Commission discussed this topic a few years ago and identified some areas of the sign ordinance that may need to be investigated or updated and reviewed this again in February. The purpose of updating the sign regulations is to examine existing sign regulations and to identify changes needed to better support current City goals for business development, maintain a visually vibrant commercial districts, and attractive streetscapes.

Councilmember Schmidt asked if signs are limited to how big they can be compared to other signs. Mr. Borglund said that will be determined in the when/where/how of the ordinance which identifies how large and how many signs will be allowed, adding these are the things we can regulate. He noted that case law plays an important role in sign ordinances as well.

Councilmember Weaver said it is important to find out what the store owners want to see as well versus what may be needed.

Councilmember Schmidt agreed, stating he hopes any amendments come from the economic development side instead of more rules and regulations.

Ms. Braun noted the sign ordinance has not been reviewed for the last 25 years and agreed we need to find out what business owners and Council want and then compose an ordinance supporting those goals.

Mr. Borglund shared examples of potential updates including digital and temporary signage as well as sandwich boards, which in particular are not allowed in the sign ordinance.

Councilmember Freeburg recommended further review, adding any changes will be controversial and important.

Councilmember Weaver shared about the signs he saw in Missouri and how they add to the charm and character of a city.

Mayor Rice said he is against sandwich boards because most are distasteful.

Councilmember Freeburg said we need to involve the community and ask for their input on any proposed ordinance.

Councilmember Schmidt referred to the Central Avenue/Highway 10 digital sign and asked if this is something we could allow instead of just being specifically for commercial Anoka. He suggested the former Vineyards or Pink Hotel site as possibilities but that the Planning Commission is concerned about setting a precedent but would like to see if that could be done.

Ms. Braun noted these are usually done as income-producers.

Councilmember Weaver said he does not want to remove the creative part of the community.

Mayor Rice said the committee is the answer and that they need more time.

Councilmember Weaver shared how other cities sell food and alcohol during their weekly summer concerts adding this attracts many people.

3.3 Discussion; Cottage Food Law.

Associate Planner Chuck Darnell shared the staff report stating that at a recent City Council meeting, a resident brought to the Council's attention a new law that was enacted by the state that would allow individuals to prepare and sell food from their home. The law is referred to as the Cottage Food Law or Cottage Food Exemption, and is included in Minnesota Statutes 28A.152 and law allows for individuals to be exempt from normal food handling and food production licensure processes. The Cottage Food Law only allows for production and sale of food that is not defined as "potentially hazardous", such as baked goods, jams, jellies, pickled items, and canned items with pH values of 4.6 or less.

Mr. Darnell said the zoning ordinance states preparation of food for sale is prohibited in the home occupation ordinance so allowing this would require a code amendment and said staff is seeking direction if the Council wishes to amend the ordinance. He said the Planning Commission had concerns about potential health concerns and if the activity could be considered in residential districts.

Councilmember Weaver asked if it is illegal to sell baked goods at a bake sale. Planning Director Carolyn Braun said there is a "church-ladies" law that allows those sales as an exemption.

Councilmember Weaver asked about selling breads and jams at farmers' markets. Mr. Darnell said these sales are allowed if they live in Anoka but that staff is not going to regulate what is sold at a farmers' markets.

Councilmember Weaver asked about bake sales for the PTA. Ms. Braun said those would likely fall under the “church-ladies” law as a fundraiser.

Councilmember Weaver said his point is we do not have a lot of problems with this type of activity and selling. Mayor Rice agreed it is not a high-risk concern.

Mr. Darnell said the buyer has to assume some risk for purchasing homemade products too and if there was a concern it would be reported to the Department of Agriculture.

Mayor Rice said it seems to open the home occupations for this type of food for sale under this statute.

Mr. Darnell said they would only allow one customer at a time so it likely would have to be by appointment only and not open to outside employees as well as meeting other standards such as a revenue scale of \$18,000. He said staff had recommended to the Planning Commission that we amend the permitted registered occupations under the Cottage Food Law and keep those that are not under prohibited.

Councilmember Freeburg said he is in favor of the least intrusive method to residents so they can thrive.

Councilmember Schmidt suggested leaving in the language about having one customer at a time. Mr. Darnell agreed, stating staff intends to keep the rest of performance standards in place.

Councilmember Weaver inquired about fresh egg sales. Ms. Braun said dairy products are prohibited by law from sale.

The City Council thanked Mr. Darnell for his work and wished him the best in his new position out of state.

3.4 Discussion; Unmanned Aerial Device Ordinance.

Mr. Baumgartner shared the staff report stating some the neighboring cities have been discussing the development of an ordinance regulating Unmanned Aerial Devices or drones as there is a potential for privacy issues related to the use of these devices, as well as various safety concerns. The FCC governs airspace and there are no clear regulations established by the FCC as of yet. He said an ordinance could be drafted to address privacy and safety concerns and noted the State is regulating more of commercial but not personal use. Mr. Baumgartner said the FAA addresses commercial but not local use of drones and that Chief Striech of Andover has worked with law enforcement rules but not how to identify who is using the drone.

Council held discussion about implications of such an ordinance and Councilmember Weaver noted our ordinance is not going to stop anyone from doing something illegal. Mr. Baumgartner agreed but said it is more one tool in the toolbox, adding while they waiting for the FAA to decide the other concern is first amendment rights and outlining who is using drones.

Councilmember Weaver asked how many other cities have such an ordinance. Mr. Baumgartner said Brooklyn Center and Andover are considering some type of ordinance but are waiting on the FAA, adding Anoka may want to be proactive instead of reactive. He said input on the proposed ordinance would be appreciated, adding it is a difficult balance to achieve but when done statutorily we do not have anything to stand on.

Council consensus was to wait to see what other cities are doing as this is a larger item than Anoka.

3.5 Discussion; Downtown Activity.

Mr. Lee shared the staff report stating this item will be a regular agenda item for Council worksessions during the spring/summer months with the exception of August – which are designated for Budget discussions. The item is to provide an opportunity for Council to have a general discussion on items related to the Downtown, such as security, events, etc. Mr. Lee noted that no action may be taken at a Worksession and any discussion that develops into the need for formal Council action will need to be placed on a Regular or Special Meeting agenda.

Councilmember Weaver asked about any update with regard to Stepping Stone's emails that they expect some of their residents to exhibit some bad behavior, adding this is the wrong message.

Councilmember Freeburg said he spoke with some Stepping Stones' staff and shared the example of being residents for over one year and if this is acceptable. Councilmember Weaver said this is a County-owned building and thought the bar would be set very high with some standards. He said this operation is paid for by taxpayer money and that Mr. Lee is now attending the Board meetings and will offer input about the consequences of this behavior. Councilmember Weaver suggested a resolution or bullet points to present to Anoka County as a landlord that would help curb some of this negative behavior.

Mayor Rice agreed one expectation of Stepping Stone residents should be sobriety and suggested reviewing minutes about what was agreed to by allowing Stepping Stones in the community and then reiterate those directives.

Councilmember Weaver said to expect bad behavior is not acceptable and that we need to review background checks and warrants and other expectations in order to deal with some of these individuals.

Mayor Rice said this activity is also costing the City and its businesses its own peace of mind.

Councilmember Anderson said it sounds like there are other instances where we turned something into a real success and if we are making accusations the organizers should be here to present their program and hear our concerns. Mayor Rice agreed.

Councilmember Schmidt agreed be noted Stepping Stones may not be following policy.

Mayor Rice said their director may be more lenient than the policy allows which should be considered.

Councilmember Freeburg said the City has a vested interest in the success and consequences of the Stepping Stones program.

Councilmember Weaver said the police staff is remarkable and is doing a great job. Police Chief Phil Johanson said they are working hard and keep hitting the downtown park trails and Aiken Park for example. He said he is not sure what always attracts people and that those not under arrest will not talk but others do and say they are Stepping Stones' clients who are on a waiting list but acknowledged this may not always be true.

Councilmember Schmidt asked if they have to have cause to stop. Chief Johanson said during the day individuals on a bench is acceptable but they do engage individuals by asking questions. He said he is not sure why people are there but said it is likely because of the services from Anoka County, Stepping Stones and the Anoka County Treatment Center. He said individuals are sometimes asked to leave and while they try to make it unpleasant to be here others come from other areas like Minneapolis because it is safer to be homeless here than in Minneapolis.

Mr. Baumgartner shared about rules and that just because someone is of legal age to drink does not mean that is the house rule and being allowed to return is contrary to the effort and condoning and accepting does not help people stay on track.

Mayor Rice agreed, stating we expect a higher standard.

Councilmember Schmidt noted the behavior expectations is not just confined to alcohol use.

Mr. Lee said the next Stepping Stones Board meeting is August 23 and that he will be attending.

Councilmember Weaver said it is important to attend and share the City's concerns even though they are serving a good mission.

Mr. Lee referred to the Hope 4 Youth administrator being upset about Council comments at a recent meeting, noting they have changed the model which states residents have to be part of improvement program. He said they were frustrated about sending out such a message without a solution and about being a target.

Chief Johanson said they do not have specific documentation about a Hope 4 Youth connection but agreed with Councilmember Weaver about most of the residents being young adults.

Mayor Rice asked if we do back-checks. Councilmember Schmidt said not likely as it would affect privacy laws.

Mr. Lee said they should be able to find out if a bed is available. Mayor Rice suggested requesting a current client list.

Councilmember Weaver inquired about the Ranger. Chief Johanson said the Ranger is working very well and has over 1,200 miles already. He said they may request a similar tool in the future but thanked Council for their efforts in the parks as there have been many people using the trails which is great. He noted that Police representatives will be at the next Open Forum to share efforts in downtown activity.

Councilmember Schmidt inquired about body cams. Chief Johanson said they will likely bring body cams forward within the couple years but noted they are expensive and that he would like to see the State allow for grants to help offset and fund costs.

Councilmember Anderson thanked all police personnel for their work and sacrifice.

4. OTHER BUSINESS

4.1 Staff Update.

None.

5. COUNCILMEMBERS COMMENTS

None.

6. ADJOURNMENT

Mayor Rice adjourned the Regular Worksession meeting at 7:45 p.m.

July 25, 2016 (Worksession)
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Submitted by: Cathy Sorensen, *TimeSaver Off Site Secretarial, Inc.*

Approval Attestation:

Amy T. Oehlers, City Clerk

DRAFT

**BUDGET WORKSESSION OF THE ANOKA CITY COUNCIL
ANOKA CITY HALL
CITY COUNCIL WORKSESSION ROOM
AUGUST 1, 2016**

1. CALL TO ORDER

Mayor Rice called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present at roll call: Mayor Rice, Councilmembers; Anderson, Freeburg, Schmidt & Weaver.

Staff present: City Manager, Greg Lee and Finance Director, Lori Yager.

3. COUNCIL BUSINESS and/or DISCUSSION ITEMS

City Council was given the Annual Budget Presentation.

Time of adjournment: 7:00 p.m.

Approval Attestation:

Amy T. Oehlers, City Clerk

**REGULAR MEETING OF THE ANOKA CITY COUNCIL
ANOKA CITY HALL
CITY COUNCIL CHAMBERS
AUGUST 1, 2016**

1. CALL TO ORDER

Mayor Rice called the meeting to order at 7:03 p.m., followed by the Pledge of Allegiance.

2. ROLL CALL

Present at roll call: Mayor Rice, Councilmembers Anderson, Freeburg, Schmidt, and Weaver.

Staff present: City Manager Greg Lee; Deputy Community Development Director Doug Borglund; Police Chief Phil Johanson; City Attorney Scott Baumgartner; and Recording Secretary Cathy Sorensen.

Absent at roll call: None.

3. COUNCIL MINUTES

3.1 Minutes of July 18, 2016, Regular Meeting.

Motion by Councilmember Freeburg, seconded by Councilmember Anderson, to waive the reading and approve the July 18, 2016, Regular Meeting minutes.

Vote taken. All ayes. Motion carried.

4. OPEN FORUM

4.1 Downtown Security Update.

Police Chief Phil Johanson shared an update on downtown security, stating the Police Department has been leading a major effort of foot patrols downtown, on the trails by the boat launch, at Aikin Park and the Anoka Nature Preserve and that the feedback has been very positive. He said this has been a great opportunity for community policing and has been helping residents feel safe and secure. He added he has never seen the trails being used so much before which is great to see and that the department has been working to engage the public and provide assistance wherever they can.

Councilmember Weaver shared about riding his bicycle downtown recently and commented on the large crowds in attendance for the car show and other activities and how he saw a sworn officer riding the trails on a bicycle and asked about all the tools the department is using in this effort. Chief Johanson said the department has a fleet of bicycles as well as a Polaris Ranger which works great

as it can get from Aikin Park to the Nature Preserve quickly. He said they also have a pick-up truck for use in patrol and explained how security officers are on foot helping to get the word out about crime prevention. He said members of the department have met with ABLA and other groups to listen to business owners about their concerns.

Officer Paul Schley shared the multiple ways they patrol the areas including foot, squads, Ranger, and bikes to enforce ordinances such as no roller devices downtown, including bike riding, because of the high number of pedestrians in Anoka. He said they also talk to business owners and individuals and just let their presence be known.

Councilmember Freeburg said activities have really grown in Anoka over the last 20 years and with that congestion we need the security, adding people really appreciate it. He thanked the Police for their work.

Councilmember Schmidt asked if the Ranger can be used on Kings Island too. Chief Johanson said it could but they have not used it on Kings Island yet as they can access the island by squads.

Captain Erik Peterson introduced himself as the new Police Captain and thanked the Council and Chief for the opportunity. He said he has a different outlook on the job then before as he deals mostly with officer praise and appreciation which is great.

Mayor Rice thanked the police for their work, stating Anoka has had a long-standing great relationship with the public and is pleased to hear it is still good. He said he is proud to have Anoka Police representing Anoka.

Councilmember Freeburg welcomed former Councilmember West and his son Mr. West to the Council meeting, noting Mr. West he is a Community Service Officer for Anoka.

Brian West, Anoka, shared how pleased he was to see the bridge lit up with red, white and blue during the 4th of July celebration and how fun the area was and how safe everyone felt and thanked the Council for their work. He added the City recently dedicated the Woodbury House and others historic properties and held a walking tour to showcase the sites and encouraged everyone to do so and thanked the Heritage Preservation Commission and Chair Bart Ward for their efforts.

4.2 Proclamation; Heart Safe Community.

Chief Johanson shared how Heart Safe Communities is a program designed to promote survival from sudden out-of-hospital cardiac arrest and that the City Council is being asked to declare an intention to become a Heart Safe Community that will be championed by personnel of the Anoka Police Department and the Anoka-Champlin Fire Department. The Police and Fire Department plans to

achieve the designation of “Heart Safe” by performing activities such as Public Education and Awareness and AED Implementation and working on AED Implementation.

Officer Paul Schley and Firefighter Mark Beckenbach outlined their efforts including having AEDs in emergency response vehicles and working with other locations, noting there are approximately 95 AEDs in place in Anoka. Officer Schley said other Anoka cities have or are working on this designation and that they hope to eventually become Heart Safe Anoka County. He shared the survival rate of sudden cardiac arrest is 3-5% with no intervention but with AEDs or compressions the survivability can go to 80% and offered to train the City Council and other staff on CPR and use of AEDs.

Firefighter Beckenbach said he recently trained Public Works and Utilities employees and shared a story of an employee who helped save the life of an individual with this training. He said CPR and AEDs are very easy to use and the importance of getting AEDs in the field.

Councilmember Weaver requested the Council be trained in CPR and AED use. Officer Schley noted training is being offered free as a community service.

Chief Johanson thanked Officer Schley and Firefighter Beckenbach for the great job they are doing, adding training has already been completed with Public Works and Green Haven staff and that the City is getting on board through leading by example. He thanked the Anoka Anti-Crime Commission and former Councilmember West for helping to purchase eight AEDs for use in City squads.

An Anoka resident inquired about the necessity of quick response time for cardiac arrest. Firefighter Beckenbach said death can occur within six minutes without an AED and said even if one is not available compressions alone will greatly increase the chance of survival.

Councilmember Schmidt inquired about Firefighter Beckenbach’s history. Firefighter Beckenbach said his great uncle was the former Fire Chief for Anoka-Champlin Fire Department.

Councilmember Weaver shared that Firefighter Beckenbach also is chief cook for the Waterfowl for Warriors event and is very invested in our community.

Mayor Rice read the Proclamation into the record.

5. PUBLIC HEARING(S)

None.

6. CONSENT AGENDA

Motion by Councilmember Freeburg, seconded by Councilmember Schmidt, to approve Consent Agenda 6.1 through 6.4.

- 6.1 Approved Verified Bills.
- 6.2 Revising and Setting Council Calendars.
- 6.3 Issuance of Temporary On-Sale Liquor License; Walker Plaza.
- 6.4 Approval of Change Order No. 22 and 23; Rum River Regional Trail.

Vote taken. All ayes. Motion carried.

7. REPORTS OF OFFICERS, BOARDS AND COMMITTEES

7.1 Planning Items.

7.1.A. ORD/Amending Chapter 74; Article V, Division 1; Planned Unit Developments.(2nd Reading)

ORDINANCE

RES/Approving Summary Publication; Chapter 74; Article V, Division 1; Planned Unit Developments.

RESOLUTION

Deputy Community Development Director Doug Borglund shared a staff report with background information to the Council stating this is the second reading of proposed amendments to the planned unit development ordinance of the Anoka City Code. The City Council held first reading at their July 18, 2016 regular meeting and there have been no changes since first reading. Mr. Borglund said the ordinance amends the minimum size required for planned unit development districts. The five-acre minimum size no longer accurately reflects the types of development and redevelopment sites that are available in the City of Anoka and is proposed to be two-acre minimum.

Motion by Councilmember Weaver, seconded by Councilmember Freeburg, to hold second reading and adopt an ordinance amending Chapter 74; Article V, Division 1; Planned Unit Developments.

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

Motion by Councilmember Schmidt, seconded by Councilmember Anderson, to adopt a resolution approving summary publication amending Chapter 74; Article V, Division 1; Planned Unit Developments.

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

7.1.B. ORD/Amending Chapter 74; Article IX, Division 1; Accessory Structure Administrative Site Plan Approval. (2nd Reading)

ORDINANCE

RES/ Amending Chapter 74; Article IX, Division 1; Accessory Structure Administrative Site Plan Approval.

RESOLUTION

Mr. Borglund shared a staff report with background information to the Council stating this is second reading of the proposed establishment of an accessory structure administrative site plan approval process into the zoning ordinance. The City Council held a first reading on the proposed zoning ordinance amendments at their July 18, 2016 regular meeting and there have been no changes to the proposed ordinance amendments since the first reading. Recently, the Minnesota State Building Code was amended to allow for buildings of 200 square feet or less to be constructed without a building permit. Previously, buildings of 120 square feet or less did not require a building permit, and the City of Anoka had not previously reviewed or permitted buildings smaller than 120 square feet in size.

Councilmember Schmidt said he will support the ordinance amendment with the understanding that further discussion needs to occur regarding home occupations.

Motion by Councilmember Schmidt, seconded by Councilmember Freeburg, to hold second reading and adopt an ordinance amending Chapter 74; Article IX, Division 1; Accessory Structure Administrative Site Plan Approval.

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

Motion by Councilmember Weaver, seconded by Councilmember Anderson, to adopt a resolution approving summary publication amending Chapter 74; Article IX, Division 1; Accessory Structure Administrative Site Plan Approval.

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

8. PETITIONS, REQUESTS AND COMMUNICATION

None.

9. ORDINANCES AND RESOLUTIONS

9.1. ORD/Amending Chapter 46; Article VII; Offenses Related to Drug Paraphernalia. (2nd Reading)

ORDINANCE

RES/ Amending Chapter 46; Article VII; Offenses Related to Drug Paraphernalia. **RESOLUTION**

Mr. Borglund shared a staff report with background information to the Council stating this is second reading of proposed Chapter 46, Article VII, of the City Code establishing Offenses Related to Drug Paraphernalia. During first reading the City Council asked a question related to medical marijuana. Staff has researched the issue and has discussed the issue with the City Attorney. State law which currently allows for the use of medical marijuana in an edible or vapor form only, as opposed to smoking marijuana so at this time staff recommends language addressing medical marijuana not be added to the proposed ordinance.

Mr. Borglund outlined one minor change since first reading relating to a title correction that was transposed during typing.

Shawn Mulberg, Andover, Smokedale, shared that he completed the art mural by the Anoka Dam to help cover graffiti. He expressed concern about the ordinance, stating many like the store and that this ordinance will affect business by loss of wages and profits if some of their products are removed. He said this will affect employees at Smokedale and 4-5 other stores and that residents of community treatment centers and rehabilitation clinics use these products for tobacco and that there is a desire in the community for these products.

Paul Rustad, 3242 12th Avenue, asked about the genesis for the ordinance and if there has been a problem with certain products and asked what defines paraphernalia. He said this is a new shop that just opened and this ordinance could result in its closing and asked if this ordinance was in process during their licensing and if there is a waiting period.

City Attorney Scott Baumgartner said it is not just Anoka but other cities are implementing these ordinances, adding definitions of prohibited products are outlined in the ordinance. He said the ordinance is more descriptive than State Statute which is too subjective and the reasons for the ordinance is the State is taking a harder stance on drug paraphernalia as a third time conviction is no longer a petty misdemeanor but a misdemeanor.

Mr. Rustad asked if the ordinance discussion was in process before the new business opened as they spent a lot of time and money and now there is a change.

He said this seems to be rushed through. Mr. Borglund said they began this process in late spring.

Mr. Baumgartner noted this ordinance is not addressing tobacco or tobacco products and only addresses sold for drug paraphernalia. He noted no product list was provided by the new store and that they were licensed to sell tobacco and tobacco products only.

Mayor Rice said it may seem that the City is acting quickly because the community does not always know the research that goes on before an ordinance is brought forward.

Mr. Rustad agreed, saying he has seen both sides and asked if this idea was brought forward by a Councilmember. Mr. Baumgartner said staff brought the topic to his attention but it was also as a follow up to a challenge in another jurisdiction, stating the City monitors such cases and if they are upheld and then can bring forward and present to Council for consideration.

Motion by Councilmember Weaver, seconded by Councilmember Schmidt, to hold second reading and adopt an ordinance Amending Chapter 46; Article VII; Offenses Related to Drug Paraphernalia.

Rahbi Albulasi, Anoka, said he works for Smokedale and did not like selling some of the products in the store but he does so as part of his job. He said if we stop selling everything we will not make money and said they want to offer the lowest price around so margins are very low on tobacco and if this ordinance passes they may have to close the store. He said he has already removed some of the products from the shelves in response to these concerns.

Councilmember Freeburg said he understands the concern but Smokedale came into the City to be licensed as a smoke shop like the previous owner and the products they are selling does not work for him.

Mayor Rice said the Council is not taking a position on items made for tobacco but on some of the other items so this ordinance will limit those items. He said if that is not profitable that is unfortunate but the City does not want to support the sale of illegal items.

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

Motion by Councilmember Anderson, seconded by Councilmember Freeburg, to adopt a resolution approving summary publication Amending Chapter 46; Article VII; Offenses Related to Drug Paraphernalia.

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

9.2 ORD/Approving a Purchase Agreement for the Sale of 205/207 Fremont Street.
(1st Reading)

Mr. Borglund shared a staff report with background information to the Council stating in the spring of 2016, as part of a real estate transaction between the City of Anoka and Dennis and Beverly Medved, the City of Anoka acquired a residential property known as 205/207 Fremont Street. Based on the assumed value of this property, the City contributed an additional \$200,000 as part of the agreement with Dennis and Beverly Medved to complete the Riverplace Counseling Center real estate transaction. The subject property is an existing residential duplex, which currently has one renter with the second unit currently vacant. The subject property was listed in mid-July, 2016 with an asking price of \$220,000 and the City has received a full price offer contingent upon City Council's approval to enter into the purchase agreement. The City Attorney has reviewed the purchase agreement from a legal perspective and is satisfied. Closing the deal is contingent upon the property appraising at \$220,000 or greater in value and a standard home inspection. Staff expects closing to occur on August 26, 2016.

Motion by Councilmember Freeburg, seconded by Councilmember Weaver, to hold first reading of an ordinance to convey real property to Tim and Phoomma Hoffman.

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

10. UNFINISHED BUSINESS

None.

11. NEW BUSINESS

11.1 Issuance of a Special Events License; Walker Plaza.

City Manager Greg Lee said Walker Methodist Foundation would like to hold their first Polka Street Dance on September 10. The event will be called Plaza Fest and they propose to close off Monroe Street, between 1st Avenue and 2nd Avenue directly under the skyway. The dance would be from 4:00 p.m. until 7:00 p.m. The Council approved recommending that the State issue a Bingo/Raffle Permit at the last Council meeting and earlier in this meeting, Council acted upon the issuance of a Temporary On-Sale Liquor License so they could sell beer/wine at the dance, to the attendees only. They expect between 150-180 people attending this first time event and planned that this becomes an annual event.

Motion by Councilmember Weaver, seconded by Councilmember Freeburg, to approve issuance of special events license for Plaza Fest for Walker Plaza and require that the event sponsor provide a detailed summary of the event costs, funds generated, and proceeds payout, within thirty (30) days after the event.

Marilyn Nelson, Walker Methodist Foundation, said they are ready to begin marketing and invited everyone to attend.

Councilmember Freeburg said this is another great event in the City of Anoka.

Mayor Rice inquired about Walker Plaza's grand opening. Cory Trembath, Walker Plaza, said the first residents will be moving in August 22 and that a ribbon cutting event will be held on September 22 with an open house sometime in October.

Vote taken. All ayes. Motion carried.

12. UPDATES AND REPORTS

12.1 Tentative Agenda(s).

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

12.2 Staff and Council Input.

None.

13. ADJOURNMENT

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

Vote taken. All ayes. Motion carried.

Time of adjournment: 8:07 p.m.

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

Approval Attestation:

Amy T. Oehlers, City Clerk

COUNCIL MEMO FORM

4.1

Meeting Date	08-15-2016
Agenda Section	Open Forum
Item Description	Anoka Halloween (Terrie Schoomer); Thank you to C ity
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

Terrie Schoomer of Anoka Halloween will be at the meeting to thank the City Council and City staff for their assistance with the Anoka Halloween Sponsored Events over the years.

COUNCIL MEMO FORM

6.1

Meeting Date	08-15-2016
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 August 15, 2016**

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137461	Ace Solid Waste	2008843	Aug 2016 Castle Field	101	General Fund \$197.13
137465	APA MN	07/28/2016	Personnel Advtsg	101	General Fund \$25.00
137467	CenturyLink	7633236665	Jul 1 Communications	101	General Fund \$91.42
137468	Cintas	470773141	Uniforms	101	General Fund \$28.03
137468	Cintas	470776332	Uniforms	101	General Fund \$28.03
137468	Cintas	470779537	Uniforms	101	General Fund \$28.03
137469	Connexus Energy	202884-July 2016	Street Lights	101	General Fund \$36.56
137469	Connexus Energy	171140-July 2016	Street Lights	101	General Fund \$78.54
137469	Connexus Energy	171141-July 2016	Street Lights	101	General Fund \$11.40
137470	Cottens Automotive	212069	Parts / Supplies	101	General Fund \$75.29
137470	Cottens Automotive	212072	Parts / Supplies	101	General Fund \$3.48
137470	Cottens Automotive	212774	Shop Towels	101	General Fund \$92.34
137474	Grainger	9168226646	Parts / Supplies	101	General Fund \$67.84
137475	Helena Chemical Company	134729721	Supplies	101	General Fund \$353.56
137476	Kent Pierce	08/07/2016	2016 Concerts in the Park	101	General Fund \$400.00
137477	LANO EQUIPMENT	02-375222	Drum Roller Rental	101	General Fund \$800.00
137478	Lehmann's Repair	191857	Weed Trimmer Parts	101	General Fund \$77.34
137481	MTI Distributing Company	1075706-00	Parts / Supplies	101	General Fund \$278.32
137481	MTI Distributing Company	1077238-00	Parts / Supplies	101	General Fund \$65.54
137481	MTI Distributing Company	1075604-00	Parts / Supplies	101	General Fund \$239.70
137482	Northwestern Power Equip	160176DJ	Parts / Supplies	101	General Fund \$411.88
137487	Safety Signs	162318	Signs	101	General Fund \$1,716.00
137489	Sun Badge Company	367/19	Badges	101	General Fund \$1,435.16
137493	Twin Cities Winnelson Co	094312 00	Parts / Supplies	101	General Fund \$164.14
137494	UPS Freight	00007AF825306	Freight Charges	101	General Fund \$3.74
137494	UPS Freight	00007AF825306	Freight Charges	101	General Fund \$4.04
137495	Verizon Wireless	9769029327	Communications	101	General Fund \$72.96
137495	Verizon Wireless	9769029327	Communications	101	General Fund \$53.40
137495	Verizon Wireless	9769029327	Communications	101	General Fund \$40.01
137495	Verizon Wireless	9769029327	Communications	101	General Fund \$40.01
137495	Verizon Wireless	9769029327	Communications	101	General Fund \$72.96
137495	Verizon Wireless	9769029327	Communications	101	General Fund \$40.01
137495	Verizon Wireless	9769029327	Communications	101	General Fund \$53.40

**Paid Bill List for Ratification
Bill List for August 15, 2016**

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
137496	Zee Medical Service	54121345	Supplies	101	General Fund	\$91.50
137660	CenturyLink	7635769728	Aug Communications	101	General Fund	\$30.44
137660	CenturyLink	7634276646	Jul 1 Communications	101	General Fund	\$156.95
137662	Green Valley Greenhouse	283781A	Annuals	101	General Fund	\$128.80
137662	Green Valley Greenhouse	700192-01A	Baskets	101	General Fund	\$7,525.55
137662	Green Valley Greenhouse	284676A	Annuals	101	General Fund	\$15.25
137664	Laurie Fishbein	08/14/2016	Concerts in the Park	101	General Fund	\$300.00
137666	Nextel Communications	872559421-150	Cell Phones 06/15 - 07/14/1	101	General Fund	\$27.42
137666	Nextel Communications	872559421-150	Cell Phones 06/15 - 07/14/1	101	General Fund	\$16.80
137666	Nextel Communications	872559421-150	Cell Phones 06/15 - 07/14/1	101	General Fund	\$409.22
137666	Nextel Communications	872559421-150	Cell Phones 06/15 - 07/14/1	101	General Fund	\$660.29
137669	Safety Signs	162327	Street Blade Signs	101	General Fund	\$5,835.00
Fund Total						\$22,282.48
137471	Dakota Supply Group	C272624	Parts / Supplies	250	Ramp	\$470.00
Fund Total						\$470.00
137661	City of Blaine	08/04/2016	Lodging Fees	290	Lodging Tax	\$1,523.30
Fund Total						\$1,523.30
137659	Calatlantic Homes	07/26/2016	Rum River Shores North	415	Road Improve	\$8,309.08
Fund Total						\$8,309.08
137483	Registered Abstracters, Inc	07/19/2016	2810 Fair oak Ave	485	Enterprise Park	\$562.65
Fund Total						\$562.65
137463	Altec Industries Inc	10599238	Snap Hook	600	Electric	\$50.34
137464	Anoka/Champlin Fire	07/13/2016	Vacation / Sick Conversion	600	Electric	\$4,801.36
137473	Fastenal Company	MNTC8142778	Parts / Supplies	600	Electric	\$32.56
137479	Menard Cashway Lumber	23506	CONNECTOR - MALE - PV	600	Electric	\$1.40
137479	Menard Cashway Lumber	23337	COVER - WP - IN-USE - 2	600	Electric	\$13.74
137479	Menard Cashway Lumber	23337	BOXES - BELL - WP 2 GA	600	Electric	\$13.34
137479	Menard Cashway Lumber	23150	NON-INVENTORY	600	Electric	\$5.47
137479	Menard Cashway Lumber	23150	COVERS - INDUSTRIAL -	600	Electric	\$9.60
137479	Menard Cashway Lumber	23506	CONNECTOR - MALE - PV	600	Electric	\$2.04
137479	Menard Cashway Lumber	23506	COUPLING - PVC - FEMAL	600	Electric	\$0.21
137479	Menard Cashway Lumber	23506	CONNECTOR - MALE - PV	600	Electric	\$1.44
137479	Menard Cashway Lumber	23506	#9 COBALT STEP DRILL B	600	Electric	\$52.97

**Paid Bill List for Ratification
Bill List for August 15, 2016**

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
137479	Menard Cashway Lumber	23150	NON-INVENTORY	600	Electric	\$7.47
137480	MN Electrical Assoc Inc	08/01/2016	NEC 2017 Book	600	Electric	\$104.42
137488	Stuart C Irby Co	S009706613.001	YELLOW SHOT SHELLS	600	Electric	\$135.46
137488	Stuart C Irby Co	S009688241.001	Polywater	600	Electric	\$2,547.05
137488	Stuart C Irby Co	S009685223.003	COUPLINGS, FOR GLASS	600	Electric	\$223.37
137658	Border State Electric Suppl	911529842	Parts - Champlin Substatio	600	Electric	\$1,510.91
137665	Menard Cashway Lumber	21840	Parts / Supplies	600	Electric	\$204.95
137666	Nextel Communications	872559421-150	Cell Phones 06/15 - 07/14/1	600	Electric	\$303.84
137666	Nextel Communications	872559421-150	Cell Phones 06/15 - 07/14/1	600	Electric	\$16.82
137666	Nextel Communications	872559421-150	Cell Phones 06/15 - 07/14/1	600	Electric	\$50.99
						\$10,089.75
			Fund Total			
137495	Verizon Wireless	9769029327	Communications	601	Water	\$53.40
137495	Verizon Wireless	9769029327	Communications	601	Water	\$53.40
137495	Verizon Wireless	9769029327	Communications	601	Water	\$25.00
137495	Verizon Wireless	9769029327	Communications	601	Water	\$53.40
						\$185.20
			Fund Total			
137495	Verizon Wireless	9769029327	Communications	602	Sewer Treatment	\$25.00
137495	Verizon Wireless	9769029327	Communications	602	Sewer Treatment	\$63.40
137495	Verizon Wireless	9769029327	Communications	602	Sewer Treatment	\$63.40
137495	Verizon Wireless	9769029327	Communications	602	Sewer Treatment	\$53.40
137495	Verizon Wireless	9769029327	Communications	602	Sewer Treatment	\$53.40
137495	Verizon Wireless	9769029327	Communications	602	Sewer Treatment	\$53.40
						\$312.00
			Fund Total			
137466	Better Values Liquor	08/03/2016	Petty Cash	609	Liquor Stores	\$185.28
137466	Better Values Liquor	08/03/2016	Petty Cash	609	Liquor Stores	\$4.99
137466	Better Values Liquor	08/03/2016	Petty Cash	609	Liquor Stores	\$40.52
137466	Better Values Liquor	08/03/2016	Petty Cash	609	Liquor Stores	\$14.82
137472	ECM Publishers	383447	Better Value Flyers	609	Liquor Stores	\$9.62
137472	ECM Publishers	383447	Better Value Flyers	609	Liquor Stores	\$9.62
137491	Thorpe Dist. Company	1061753	Merchandise for Resale	609	Liquor Stores	\$12.95
137660	CenturyLink	7634271821 Jul 1	Communications	609	Liquor Stores	\$66.84
137663	Johnson Bros Liquor Comp	5455522	Merchandise for Resale	609	Liquor Stores	\$77.70
137663	Johnson Bros Liquor Comp	5457642	Merchandise for Resale	609	Liquor Stores	\$32.25

**Paid Bill List for Ratification
Bill List for August 15, 2016**

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
137667	Republic Services #899	0899-002896722	Aug 2016 BV West	609	Liquor Stores	\$388.02
						\$842.61
<i>Fund Total</i>						
137468	Cintas	470773141	Uniforms	614	Golf	\$28.03
137468	Cintas	470776332	Uniforms	614	Golf	\$28.03
137468	Cintas	470779537	Uniforms	614	Golf	\$28.03
137484	Reinders, Inc.	3039601-00 CM	Credit Shipping Chgs	614	Golf	(\$74.56)
137484	Reinders, Inc.	3038985-00	Teak Bench	614	Golf	\$677.33
137490	The Home Depot	6020561	Cold Weather Xcord	614	Golf	\$143.20
137490	The Home Depot	7021538	Parts / Supplies	614	Golf	\$124.37
137492	Titleist	902859118	Merchandise for Resale	614	Golf	\$107.98
137495	Verizon Wireless	9769029327	Communications	614	Golf	\$44.20
137495	Verizon Wireless	9769029327	Communications	614	Golf	\$56.40
137660	CenturyLink	7635769728 Aug	Communications	614	Golf	\$30.43
137666	Nextel Communications	872559421-150	Cell Phones 06/15 - 07/14/1	614	Golf	\$27.42
						\$1,220.86
<i>Fund Total</i>						
137462	Ace Solid Waste	July 2016	July 2016 Garbage Svc	616	Refuse	\$4,944.70
137486	Republic Services #899	8998000127 Jul2	July 2016 Garbage Svc	616	Refuse	\$3,336.20
						\$8,280.90
<i>Fund Total</i>						
137485	Republic Services #899	0899-002889890	Aug 2016 Recycling	617	Recycling	\$17,539.69
137494	UPS Freight	00007AF825306	Freight Charges	617	Recycling	\$4.15
						\$17,543.84
<i>Fund Total</i>						
137468	Cintas	470779531	Towels/Mats	701	Vehicle Maintenance	\$83.54
137657	American Tire Distributors	S077706726	Tires - Unit 417	701	Vehicle Maintenance	\$552.60
137668	Rogers Auto Body	06/07/2016	Service Unit 414	701	Vehicle Maintenance	\$3,524.20
137668	Rogers Auto Body	06/20/2016	Convert Unit 415	701	Vehicle Maintenance	\$4,053.35
						\$8,213.69
<i>Fund Total</i>						
<i>Grand Total</i>						\$79,836.36

PAYROLL

PP 16

BILL LIST DATE

08/15/16

GROSS PAYROLL - REG	\$376,189.94
LESS EMPLOYEE SHARE OF BENEFITS	<u>(\$2,225.00)</u>
	\$373,964.94
EMPLOYER SHARE HEALTH INSURANCE	\$22,291.00
EMPLOYER SHARE FICA & MEDICARE	\$22,159.29
EMPLOYER SHARE PERA	<u>\$31,238.32</u>
	\$75,688.61
TOTAL PAYROLL	\$449,653.55

Bill List for August 15, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	101	General Fund \$5,927.38
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	101	General Fund \$4,404.47
137513	4Imprint, Inc.	4799611	Supplies	101	General Fund \$955.87
137514	Ace Solid Waste	1996969	Aug 2016 Garbage Svc	101	General Fund \$52.21
137514	Ace Solid Waste	1996969	Aug 2016 Garbage Svc	101	General Fund \$208.67
137514	Ace Solid Waste	1996969	Aug 2016 Garbage Svc	101	General Fund \$35.18
137514	Ace Solid Waste	1996969	Aug 2016 Garbage Svc	101	General Fund \$66.49
137514	Ace Solid Waste	1996969	Aug 2016 Garbage Svc	101	General Fund \$136.86
137514	Ace Solid Waste	1996969	Aug 2016 Garbage Svc	101	General Fund \$203.93
137514	Ace Solid Waste	1996969	Aug 2016 Garbage Svc	101	General Fund \$51.57
137514	Ace Solid Waste	1996969	Aug 2016 Garbage Svc	101	General Fund \$221.62
137514	Ace Solid Waste	1996969	Aug 2016 Garbage Svc	101	General Fund \$693.94
137514	Ace Solid Waste	1996969	Aug 2016 Garbage Svc	101	General Fund \$99.91
137518	American Pavement Sol	5570138139	Rout & Seal	101	General Fund \$16,390.50
137522	Anoka Hennepin School	August 2016	Community Ed Support	101	General Fund \$5,340.00
137523	Anoka Independent Grai	104405	Grass Mix	101	General Fund \$72.75
137525	Aspen Mills	184387	Uniform - J Haugen	101	General Fund \$189.00
137525	Aspen Mills	183854	Uniform - H Novak	101	General Fund \$95.90
137525	Aspen Mills	183856	Uniform - T Gagnon	101	General Fund \$9.95
137525	Aspen Mills	184395	Uniform - G Walker	101	General Fund \$81.80
137525	Aspen Mills	183855	Uniform - T Gagnon	101	General Fund \$98.49
137526	Atlas Business Solutions	IVC094660	Subscription	101	General Fund \$1,231.20
137534	Carr's Tree Service, Inc	96406	Week of 07/04/2016	101	General Fund \$3,260.43
137534	Carr's Tree Service, Inc	96286	Week of 06/27/2016	101	General Fund \$1,423.00
137536	Cintas	470786762	Mats	101	General Fund \$129.51
137536	Cintas	470783565	Mats	101	General Fund \$129.51
137536	Cintas	470782754	Uniforms	101	General Fund \$28.03
137536	Cintas	470782748	Mats	101	General Fund \$41.80
137536	Cintas	470782746	Mats	101	General Fund \$139.02
137537	City of Andover	08/04/2016	Jul 16 Traffic Signal Lights	101	General Fund \$70.92
137542	City of St Paul	IN00016954	Asphalt Mix - 4S	101	General Fund \$871.52
137542	City of St Paul	IN00016906	PDI Training - A Youngquist	101	General Fund \$229.00
137545	CMT Diversified Janitoria	3103	Aug 2016 Cleaning	101	General Fund \$1,689.00
137548	Commercial Asphalt Co	160731	Dura Drive	101	General Fund \$104.74
137549	Commers The Water Co	67386	Solar Salt	101	General Fund \$38.25

Bill List for August 15, 2016**6.1**

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137550	Cottens Automotive	215210	Parts / Supplies	101 General Fund	\$82.40
137550	Cottens Automotive	214214	Parts / Supplies	101 General Fund	\$22.34
137551	Culligan	114X59157103	Bottled Water	101 General Fund	\$334.27
137559	Diamond Vogel Paint	802168789	Paint	101 General Fund	\$1,387.75
137563	ECM Publishers	382270	Ord 2016-1644	101 General Fund	\$69.88
137563	ECM Publishers	382271	Ord 2016-1643	101 General Fund	\$53.75
137563	ECM Publishers	382272	Aug 2016 PH	101 General Fund	\$48.38
137563	ECM Publishers	575171	Public Accuracy Test	101 General Fund	\$43.00
137566	Fastenal Company	MNTC8143266	Eyewear	101 General Fund	\$116.76
137569	Gary Carlson Equipment	01-27908-0	Rental - Post Driver	101 General Fund	\$55.00
137571	Great Northern Landscap	11428	Diagnose/Repair Wiring	101 General Fund	\$224.36
137573	Hawkins & Baumgartner,	08/03/2016	July 2016 Legal Svc	101 General Fund	\$3,662.81
137574	Hawkins Water Treatme	3924927	Pool Chemicals	101 General Fund	\$1,348.84
137575	HealthPartners	900029663	Drug Screens / Pre Plcmt	101 General Fund	\$82.00
137575	HealthPartners	900029663	Drug Screens / Pre Plcmt	101 General Fund	\$588.00
137575	HealthPartners	900029663	Drug Screens / Pre Plcmt	101 General Fund	\$114.00
137575	HealthPartners	900029663	Drug Screens / Pre Plcmt	101 General Fund	\$57.00
137577	Helena Chemical Compa	134729910	Supplies	101 General Fund	\$240.00
137578	Hicken, Scott & Howard	9001-02M 7/31/2016	Legal Svcs - Criminal	101 General Fund	\$10,400.15
137581	Identisys Inc.	306886	Cards	101 General Fund	\$77.27
137583	Innovative Office Solutio	IN1271365	Supplies	101 General Fund	\$8.79
137583	Innovative Office Solutio	IN1271365	Supplies	101 General Fund	\$58.69
137583	Innovative Office Solutio	IN1253603	Supplies	101 General Fund	\$265.70
137583	Innovative Office Solutio	SCN-048846 CM	Supplies	101 General Fund	(\$2.81)
137583	Innovative Office Solutio	IN1257293	Supplies	101 General Fund	\$52.07
137592	Leone's Building Service	77197	Aug 2016 Cleaning Svc	101 General Fund	\$132.16
137592	Leone's Building Service	77197	Aug 2016 Cleaning Svc	101 General Fund	\$1,168.51
137592	Leone's Building Service	77197	Aug 2016 Cleaning Svc	101 General Fund	\$180.31
137592	Leone's Building Service	77197	Aug 2016 Cleaning Svc	101 General Fund	\$180.31
137592	Leone's Building Service	77197	Aug 2016 Cleaning Svc	101 General Fund	\$653.10
137592	Leone's Building Service	77197	Aug 2016 Cleaning Svc	101 General Fund	\$131.88
137592	Leone's Building Service	77197	Aug 2016 Cleaning Svc	101 General Fund	\$921.73
137597	Marco, Inc	INV3479976	Toner	101 General Fund	\$183.19
137597	Marco, Inc	INV3510198	Copiers	101 General Fund	\$29.85
137597	Marco, Inc	INV3510198	Copiers	101 General Fund	\$62.60

Bill List for August 15, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137597	Marco, Inc	INV3510198	Copiers	101 General Fund	\$56.61
137597	Marco, Inc	INV3510198	Copiers	101 General Fund	\$61.37
137597	Marco, Inc	INV3510198	Copiers	101 General Fund	\$6.29
137597	Marco, Inc	INV3510198	Copiers	101 General Fund	\$78.60
137597	Marco, Inc	INV3510198	Copiers	101 General Fund	\$40.88
137597	Marco, Inc	INV3510198	Copiers	101 General Fund	\$335.68
137597	Marco, Inc	INV3510198	Copiers	101 General Fund	\$160.33
137598	Menard Cashway Lumbe	22723	Parts / Supplies	101 General Fund	\$16.96
137598	Menard Cashway Lumbe	22862	Parts / Supplies	101 General Fund	\$4.98
137598	Menard Cashway Lumbe	23518	Parts / Supplies	101 General Fund	\$26.66
137598	Menard Cashway Lumbe	22961	Green Cord	101 General Fund	\$10.78
137598	Menard Cashway Lumbe	23148	Parts / Supplies	101 General Fund	\$55.83
137598	Menard Cashway Lumbe	23439	Parts / Supplies	101 General Fund	\$44.97
137599	MG Painting & Service L	1949	Painting - Police	101 General Fund	\$4,541.00
137600	MN Bureau of Criminal A	36643-092716MC	Conference - C Dimitry	101 General Fund	\$115.00
137602	MTI Distributing Compan	1079023-00	Parts / Supplies	101 General Fund	\$47.58
137607	North Metro Irrigation	51	City Lots Mowing	101 General Fund	\$4,260.00
137608	Northern Sanitary Supply	181668	Supplies	101 General Fund	\$531.67
137608	Northern Sanitary Supply	181669	Supplies	101 General Fund	\$397.29
137609	Northland Business Com	IN67744	Annual Contract	101 General Fund	\$3,703.68
137614	Pioneer Paper Stock	677362	Recycle Hauling	101 General Fund	\$60.94
137616	Plaisted Company	2787	Sand	101 General Fund	\$198.00
137618	Presto Graphics	56177	Bus Cards / Letterhead	101 General Fund	\$200.77
137619	Pro Sporting Goods	447278	Suspension - Polaris	101 General Fund	\$231.90
137620	Purchasing Power	106090	Bus Cards - S Varner	101 General Fund	\$40.00
137626	Rum River Veterinary Cli	255536	Annual Exam - Barrett	101 General Fund	\$296.48
137627	Sarah Super	07/29/2016	Refund Sr Center Reservation	101 General Fund	\$243.00
137629	Schwab Vollhaber Lubrat	INV114086	Parts / Supplies	101 General Fund	\$1,201.81
137635	Star Tribune	I00148179-07312016	Personnel - Assoc Planner	101 General Fund	\$1,013.20
137637	Streicher's	I1218383	Supplies	101 General Fund	\$619.79
137640	TimeSaver Off Site Sec.	M22265	7/14/16 Econ Dev Mtg	101 General Fund	\$203.00
137640	TimeSaver Off Site Sec.	M22266	7/18/16 Council Meeting	101 General Fund	\$232.78
137642	Todd McMorran	17358	July 2016 Janitorial Svc	101 General Fund	\$1,000.00
137644	United Refrigeration, Inc.	52343826-00	Parts / Supplies	101 General Fund	\$106.11
137646	US Bank	9999247	Admin Fees	101 General Fund	\$6,966.71

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137648	Valley Paving Inc	1494	Barrier Move	101	General Fund \$600.00
137656	Zahl Equipment Compan	0218631-IN	Annual Full Function Test	101	General Fund \$316.00
					Fund Total
					\$95,783.11
137583	Innovative Office Solutio	IN1257293	Supplies	225	Cemetery \$44.55
					Fund Total
					\$44.55
137514	Ace Solid Waste	1996969	Aug 2016 Garbage Svc	250	Ramp \$88.66
					Fund Total
					\$88.66
137592	Leone's Building Service	77197	Aug 2016 Cleaning Svc	260	Parking \$964.70
					Fund Total
					\$964.70
137541	City of Roseville	0221742	Telephone Project	405	Building Impro \$50,162.90
137610	Oertel Architects	2 8/2/2016	Greenhaven Renovations	405	Building Impro \$107,044.24
					Fund Total
					\$157,207.14
137554	D & T Landscaping	29342	Svc - 833 Adams	415	Road Improve \$90.00
137572	Haugo Geo Technical Se	3840	2016 SRP	415	Road Improve \$5,337.00
137588	Kuechle Underground, In	Pay Est 4 8/1/16	2016 Street Renewal	415	Road Improve \$599,580.76
					Fund Total
					\$605,007.76
137552	Custom Builders Inc	Pmt 13 8/4/2016	Rum River Regional Trail	450	Park Projects \$7,982.56
					Fund Total
					\$7,982.56
137560	Diversified Paving Inc	800-31	Enloe Tennis Court	460	Park Improve \$26,025.00
					Fund Total
					\$26,025.00
137573	Hawkins & Baumgartner,	08/03/2016	July 2016 Legal Svc	481	Redevelopmen \$30.78
					Fund Total
					\$30.78
137561	Douglas-Kerr Undergrou	Pay Est 2 8/1/16	Fellowship Utility Extension	485	Enterprise Par \$67,674.44
137564	Emerald Fence	16043	Fence - 2nd & Jackson	485	Enterprise Par \$8,061.00
137628	Sauter & Sons Inc	120805	Class 5 Gravel	485	Enterprise Par \$3,123.90
137650	W.W. Goetsch Assoc. In	96694	Fellowship Utility Extension	485	Enterprise Par \$33,683.00
					Fund Total
					\$112,542.34
137573	Hawkins & Baumgartner,	08/03/2016	July 2016 Legal Svc	487	South Ferry \$415.54
					Fund Total
					\$415.54
593	MMPA	2548	Purchased Power Jul 2016	600	Electric ,235,785.87
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	600	Electric \$131.78
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	600	Electric \$34,888.33
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	600	Electric \$0.00
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	600	Electric \$89.53
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	600	Electric \$0.97

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	600 Electric	\$0.56
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	600 Electric	\$0.00
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	600 Electric	\$47.72
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	600 Electric	\$0.00
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	600 Electric	\$29.98
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	600 Electric	\$0.00
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	600 Electric	\$5.71
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	600 Electric	\$1.65
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	600 Electric	\$33.54
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	600 Electric	\$38.12
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	600 Electric	\$6.22
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	600 Electric	\$44.74
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	600 Electric	\$164.50
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	600 Electric	\$0.00
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	600 Electric	\$60.45
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	600 Electric	\$0.00
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	600 Electric	\$15.69
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	600 Electric	\$0.00
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	600 Electric	\$0.00
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	600 Electric	\$0.00
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	600 Electric	\$0.00
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	600 Electric	\$0.00
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	600 Electric	\$434.75
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	600 Electric	\$121,658.35
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	600 Electric	\$6,712.08
137497	Misc Vendor	000201608056495	01-061750-17	600 Electric	\$47.85
137498	Misc Vendor	000201608056496	01-174350-01	600 Electric	\$102.00
137499	Misc Vendor	000201608056497	01-186450-04	600 Electric	\$112.64
137500	Misc Vendor	000201608056498	01-503900-06	600 Electric	\$173.03
137501	Misc Vendor	000201608056499	01-512120-04	600 Electric	\$476.85
137502	Misc Vendor	000201608056500	01-551040-04	600 Electric	\$217.21
137503	Misc Vendor	000201608056501	01-552740-04	600 Electric	\$278.43
137504	Misc Vendor	000201608056502	04-026690-00	600 Electric	\$106.53
137505	Misc Vendor	000201608056503	04-222010-07	600 Electric	\$37.00
137506	Misc Vendor	000201608056504	13-076000-03	600 Electric	\$30.36

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
137507	Misc Vendor	000201608056505	13-141700-02	600	Electric	\$99.63
137508	Misc Vendor	000201608056506	13-571040-07	600	Electric	\$5.66
137509	Misc Vendor	000201608056507	21-386660-10	600	Electric	\$81.00
137510	Misc Vendor	000201608056508	21-391050-05	600	Electric	\$52.89
137511	Misc Vendor	000201608056509	21-603600-05	600	Electric	\$40.78
137512	Misc Vendor	000201608056510	22-374000-00	600	Electric	\$6,653.19
137514	Ace Solid Waste	1996969	Aug 2016 Garbage Svc	600	Electric	\$51.57
137531	Border State Electric Sup	911603418	SECONDARY URD BOX, AB	600	Electric	\$3,654.70
137534	Carr's Tree Service, Inc	96273	Week of 06/27/2016	600	Electric	\$4,841.87
137536	Cintas	470782743	Uniforms	600	Electric	\$136.93
137538	City of Champlin	July 2016	July 2016 Tax	600	Electric	\$11,310.00
137539	City of Coon Rapids	July 2016	July 2016 Tax	600	Electric	\$2,866.23
137544	CMRS - FP	106000553391-08/16	Postage	600	Electric	\$4,000.00
137550	Cottens Automotive	213919	Parts / Supplies	600	Electric	\$17.34
137550	Cottens Automotive	213968	Blades	600	Electric	\$9.99
137566	Fastenal Company	MNTC8142936	Parts / Supplies	600	Electric	\$113.38
137568	Forterra Pipe & Precast	EL00003325	Electrical Vaults	600	Electric	\$4,654.58
137573	Hawkins & Baumgartner,	08/03/2016	July 2016 Legal Svc	600	Electric	\$246.24
137575	HealthPartners	900029663	Drug Screens / Pre Plcmt	600	Electric	\$139.00
137582	Impact	115840	Mail Prep - Jul 2016	600	Electric	\$6,835.33
137592	Leone's Building Service	77197	Aug 2016 Cleaning Svc	600	Electric	\$180.32
137597	Marco, Inc	INV3490227	Copier	600	Electric	\$202.50
137598	Menard Cashway Lumbe	23152	Parts / Supplies	600	Electric	\$12.97
137598	Menard Cashway Lumbe	23333 CM	Parts / Supplies	600	Electric	(\$122.97)
137601	MN Municipal Utilities As	47495	Training - B Derks	600	Electric	\$440.00
137605	Neopost USA Inc	GPAR54400	Maint on Envelope Stuffer	600	Electric	\$275.00
137621	Rauenhorst Recruiting C	20160727	Recruiting	600	Electric	\$10,000.00
137631	SHORTSTOP ELECTRI	S-3898	Svc at 620 E River Rd	600	Electric	\$1,692.00
137632	Shred-it	9411638725	On Site Svc	600	Electric	\$34.80
137638	Stuart C Irby Co	S009706613.002	CUTOUT, BLADE, 300A, FOR	600	Electric	\$578.66
137645	UPS Freight	0000281Y54296	Freight Charges	600	Electric	\$5.65
137645	UPS Freight	0000281Y54306	Freight Charges	600	Electric	\$161.19
137653	Xcel Energy	3265 Aug 2016	Facilities Agreement	600	Electric	\$5,250.00
Fund Total						\$2,466,252.87
137514	Ace Solid Waste	1996969	Aug 2016 Garbage Svc	601	Water	\$51.57

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<i>Check # Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137536 Cintas	470779529	Mats / Misc	601 Water	\$106.20
137557 Dakota Supply Group	C291918	Parts / Supplies	601 Water	\$450.00
137573 Hawkins & Baumgartner,	08/03/2016	July 2016 Legal Svc	601 Water	\$415.53
		Fund Total		\$1,023.30
137514 Ace Solid Waste	1996969	Aug 2016 Garbage Svc	602 Sewer Treatm	\$51.57
137536 Cintas	470782745	Uniforms	602 Sewer Treatm	\$106.20
137584 Interstate Disposal	7603	Hauling/Disposal	602 Sewer Treatm	\$150.00
137592 Leone's Building Service	77197	Aug 2016 Cleaning Svc	602 Sewer Treatm	\$180.31
		Fund Total		\$488.08
594 Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	609 Liquor Stores	\$7,829.11
594 Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	609 Liquor Stores	\$0.00
594 Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	609 Liquor Stores	\$7.67
594 Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	609 Liquor Stores	\$0.00
595 Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	609 Liquor Stores	\$0.00
595 Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	609 Liquor Stores	\$34,720.83
595 Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	609 Liquor Stores	\$0.00
595 Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	609 Liquor Stores	\$14.24
137516 Adams Pest Control	2435295	Pest Control Store 1	609 Liquor Stores	\$21.44
137516 Adams Pest Control	2435296	Pest Control Store 2	609 Liquor Stores	\$23.45
137517 American Bottling Comp	7421241416	Merchandise for Resale	609 Liquor Stores	\$195.40
137517 American Bottling Comp	7421242629	Merchandise for Resale	609 Liquor Stores	\$102.80
137520 Anoka Area Chamber Co	016888	Newsletter Advtsg	609 Liquor Stores	\$150.00
137520 Anoka Area Chamber Co	016888	Newsletter Advtsg	609 Liquor Stores	\$150.00
137524 Aramark	1718516225	Mats / Misc	609 Liquor Stores	\$54.00
137524 Aramark	1718516612	Mats / Misc	609 Liquor Stores	\$151.91
137524 Aramark	1718516225	Mats / Misc	609 Liquor Stores	\$65.17
137528 Bellboy Corporation	54637300	Merchandise for Resale	609 Liquor Stores	\$715.90
137528 Bellboy Corporation	54532800	Merchandise for Resale	609 Liquor Stores	\$7.75
137528 Bellboy Corporation	54637300	Merchandise for Resale	609 Liquor Stores	\$20.95
137528 Bellboy Corporation	545745100	Merchandise for Resale	609 Liquor Stores	\$6.20
137528 Bellboy Corporation	54637300	Merchandise for Resale	609 Liquor Stores	\$12.40
137528 Bellboy Corporation	54637200	Merchandise for Resale	609 Liquor Stores	\$426.66
137528 Bellboy Corporation	54637200	Merchandise for Resale	609 Liquor Stores	\$4.69
137528 Bellboy Corporation	54532800	Merchandise for Resale	609 Liquor Stores	\$890.75
137528 Bellboy Corporation	545745100	Merchandise for Resale	609 Liquor Stores	\$518.90

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137528	Bellboy Corporation	54533000	Merchandise for Resale	609	Liquor Stores \$1,844.43
137528	Bellboy Corporation	54848000	Merchandise for Resale	609	Liquor Stores \$36.00
137528	Bellboy Corporation	54745000	Merchandise for Resale	609	Liquor Stores \$512.70
137528	Bellboy Corporation	94321400	Merchandise for Resale	609	Liquor Stores \$153.73
137528	Bellboy Corporation	94321400	Merchandise for Resale	609	Liquor Stores \$76.25
137528	Bellboy Corporation	94368400	Merchandise for Resale	609	Liquor Stores \$152.24
137528	Bellboy Corporation	94368400	Merchandise for Resale	609	Liquor Stores \$5.70
137528	Bellboy Corporation	54533000	Merchandise for Resale	609	Liquor Stores \$15.50
137528	Bellboy Corporation	54760100	Merchandise for Resale	609	Liquor Stores \$96.00
137528	Bellboy Corporation	54760100	Merchandise for Resale	609	Liquor Stores \$1.55
137528	Bellboy Corporation	54840900	Merchandise for Resale	609	Liquor Stores \$4.65
137528	Bellboy Corporation	54848000	Merchandise for Resale	609	Liquor Stores \$1.55
137528	Bellboy Corporation	94280900	Merchandise for Resale	609	Liquor Stores \$99.00
137528	Bellboy Corporation	54745000	Merchandise for Resale	609	Liquor Stores \$6.20
137528	Bellboy Corporation	94403600	Merchandise for Resale	609	Liquor Stores \$54.65
137528	Bellboy Corporation	54840900	Merchandise for Resale	609	Liquor Stores \$321.90
137528	Bellboy Corporation	94403600	Merchandise for Resale	609	Liquor Stores \$22.70
137530	Bernick's	310510	Merchandise for Resale	609	Liquor Stores \$560.00
137530	Bernick's	311677	Merchandise for Resale	609	Liquor Stores \$229.40
137530	Bernick's	310509	Merchandise for Resale	609	Liquor Stores \$117.20
137530	Bernick's	309280	Merchandise for Resale	609	Liquor Stores \$1,839.55
137530	Bernick's	309279	Merchandise for Resale	609	Liquor Stores \$14.00
137532	Breakthru Beverage Min	1080505598	Merchandise for Resale	609	Liquor Stores \$39.95
137532	Breakthru Beverage Min	2080141240 CM	Merchandise for Resale	609	Liquor Stores (\$28.45)
137532	Breakthru Beverage Min	1080509031	Merchandise for Resale	609	Liquor Stores \$1,120.75
137532	Breakthru Beverage Min	1080508867	Merchandise for Resale	609	Liquor Stores \$194.00
137532	Breakthru Beverage Min	1080505599	Merchandise for Resale	609	Liquor Stores \$683.33
137532	Breakthru Beverage Min	1080505598	Merchandise for Resale	609	Liquor Stores \$459.46
137532	Breakthru Beverage Min	1080505490	Merchandise for Resale	609	Liquor Stores \$139.33
137532	Breakthru Beverage Min	1080505489	Merchandise for Resale	609	Liquor Stores \$336.11
137532	Breakthru Beverage Min	1080502277	Merchandise for Resale	609	Liquor Stores \$2,406.60
137532	Breakthru Beverage Min	1080509032	Merchandise for Resale	609	Liquor Stores \$859.33
137532	Breakthru Beverage Min	1080508866	Merchandise for Resale	609	Liquor Stores \$88.87
137535	Center Point Energy	106348881 8/1/16	Gas Utility 839 E River Rd	609	Liquor Stores \$20.89
137546	Coca-Cola Bottling Comp	0108231917	Merchandise for Resale	609	Liquor Stores \$145.64

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<i>Check # Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137547 Comcast	0048092 July 2016	Internet / Cable	609 Liquor Stores	\$100.75
137555 Dahlheimer Beverage, L	1211442	Merchandise for Resale	609 Liquor Stores	\$15,969.60
137555 Dahlheimer Beverage, L	1211437	Merchandise for Resale	609 Liquor Stores	\$4,919.25
137555 Dahlheimer Beverage, L	1211437	Merchandise for Resale	609 Liquor Stores	\$210.00
137555 Dahlheimer Beverage, L	1207932	Merchandise for Resale	609 Liquor Stores	\$7,273.20
137555 Dahlheimer Beverage, L	1211432	Merchandise for Resale	609 Liquor Stores	\$123.00
137555 Dahlheimer Beverage, L	1207985 CM	Merchandise for Resale	609 Liquor Stores	(\$17.60)
137555 Dahlheimer Beverage, L	1207986 CM	Merchandise for Resale	609 Liquor Stores	(\$12.80)
137555 Dahlheimer Beverage, L	1211464	Merchandise for Resale	609 Liquor Stores	\$49.60
137555 Dahlheimer Beverage, L	1211464	Merchandise for Resale	609 Liquor Stores	\$288.00
137555 Dahlheimer Beverage, L	1211465	Merchandise for Resale	609 Liquor Stores	\$162.00
137555 Dahlheimer Beverage, L	129199	Merchandise for Resale	609 Liquor Stores	\$374.40
137555 Dahlheimer Beverage, L	1207965	Merchandise for Resale	609 Liquor Stores	\$204.00
137555 Dahlheimer Beverage, L	129451	Merchandise for Resale	609 Liquor Stores	\$230.40
137555 Dahlheimer Beverage, L	1207921	Merchandise for Resale	609 Liquor Stores	\$33.60
137555 Dahlheimer Beverage, L	1207921	Merchandise for Resale	609 Liquor Stores	\$8,436.08
137555 Dahlheimer Beverage, L	1207988	Merchandise for Resale	609 Liquor Stores	\$100.00
137555 Dahlheimer Beverage, L	1207984	Merchandise for Resale	609 Liquor Stores	\$11,722.45
137555 Dahlheimer Beverage, L	1207923 CM	Merchandise for Resale	609 Liquor Stores	(\$12.15)
137555 Dahlheimer Beverage, L	129445	Merchandise for Resale	609 Liquor Stores	\$120.00
137555 Dahlheimer Beverage, L	1207982	Merchandise for Resale	609 Liquor Stores	\$6,200.73
137555 Dahlheimer Beverage, L	129854 CM	Merchandise for Resale	609 Liquor Stores	(\$67.20)
137563 ECM Publishers	391904	Better Value Advtsg	609 Liquor Stores	\$244.12
137563 ECM Publishers	391904	Better Value Advtsg	609 Liquor Stores	\$244.13
137563 ECM Publishers	386388	Better Value Flyers	609 Liquor Stores	\$9.62
137563 ECM Publishers	385108	Online Advtsg	609 Liquor Stores	\$15.00
137563 ECM Publishers	385108	Online Advtsg	609 Liquor Stores	\$15.00
137563 ECM Publishers	386388	Better Value Flyers	609 Liquor Stores	\$9.62
137570 Granite City Jobbing Co.	15518	Merchandise for Resale	609 Liquor Stores	\$108.06
137570 Granite City Jobbing Co.	16985	Merchandise for Resale	609 Liquor Stores	\$36.58
137570 Granite City Jobbing Co.	15518	Merchandise for Resale	609 Liquor Stores	\$1,014.63
137570 Granite City Jobbing Co.	15518	Merchandise for Resale	609 Liquor Stores	\$54.59
137570 Granite City Jobbing Co.	16992 CM	Merchandise for Resale	609 Liquor Stores	(\$0.44)
137570 Granite City Jobbing Co.	16182 CM	Merchandise for Resale	609 Liquor Stores	(\$75.49)
137570 Granite City Jobbing Co.	16239	Merchandise for Resale	609 Liquor Stores	\$2,349.24

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137570	Granite City Jobbing Co.	16239	Merchandise for Resale	609	Liquor Stores \$43.16
137570	Granite City Jobbing Co.	16985	Merchandise for Resale	609	Liquor Stores \$766.69
137570	Granite City Jobbing Co.	16985	Merchandise for Resale	609	Liquor Stores \$48.75
137570	Granite City Jobbing Co.	17733	Merchandise for Resale	609	Liquor Stores \$1,696.99
137570	Granite City Jobbing Co.	17733	Merchandise for Resale	609	Liquor Stores \$47.94
137570	Granite City Jobbing Co.	16239	Merchandise for Resale	609	Liquor Stores \$119.68
137573	Hawkins & Baumgartner,	08/03/2016	July 2016 Legal Svc	609	Liquor Stores \$292.41
137585	J.J. Taylor Distributing C	2549762	Merchandise for Resale	609	Liquor Stores \$2,391.70
137585	J.J. Taylor Distributing C	2549763	Merchandise for Resale	609	Liquor Stores \$2,115.80
137585	J.J. Taylor Distributing C	2549684	Merchandise for Resale	609	Liquor Stores \$1,008.40
137585	J.J. Taylor Distributing C	2549686	Merchandise for Resale	609	Liquor Stores \$460.20
137585	J.J. Taylor Distributing C	2549726	Merchandise for Resale	609	Liquor Stores \$2,642.00
137585	J.J. Taylor Distributing C	2549725	Merchandise for Resale	609	Liquor Stores \$2,875.50
137586	Johnson Bros Liquor Co	5507381	Merchandise for Resale	609	Liquor Stores \$2,030.00
137586	Johnson Bros Liquor Co	5501805	Merchandise for Resale	609	Liquor Stores \$1,603.60
137586	Johnson Bros Liquor Co	583722 CM	Merchandise for Resale	609	Liquor Stores (\$13.15)
137586	Johnson Bros Liquor Co	583723 CM	Merchandise for Resale	609	Liquor Stores (\$26.30)
137586	Johnson Bros Liquor Co	584512 CM	Merchandise for Resale	609	Liquor Stores (\$89.25)
137586	Johnson Bros Liquor Co	5494745	Merchandise for Resale	609	Liquor Stores \$911.25
137586	Johnson Bros Liquor Co	5494746	Merchandise for Resale	609	Liquor Stores \$1,439.80
137586	Johnson Bros Liquor Co	5496119	Merchandise for Resale	609	Liquor Stores \$2,577.10
137586	Johnson Bros Liquor Co	5496121	Merchandise for Resale	609	Liquor Stores \$3,362.50
137586	Johnson Bros Liquor Co	583721 CM	Merchandise for Resale	609	Liquor Stores (\$9.71)
137586	Johnson Bros Liquor Co	5496123	Merchandise for Resale	609	Liquor Stores \$3,399.50
137586	Johnson Bros Liquor Co	5507385	Merchandise for Resale	609	Liquor Stores \$563.90
137586	Johnson Bros Liquor Co	5501806	Merchandise for Resale	609	Liquor Stores \$7,753.05
137586	Johnson Bros Liquor Co	5501807	Merchandise for Resale	609	Liquor Stores \$43.98
137586	Johnson Bros Liquor Co	5501808	Merchandise for Resale	609	Liquor Stores \$41.35
137586	Johnson Bros Liquor Co	5501810	Merchandise for Resale	609	Liquor Stores \$5,044.10
137586	Johnson Bros Liquor Co	5507382	Merchandise for Resale	609	Liquor Stores \$2,702.21
137586	Johnson Bros Liquor Co	5507383	Merchandise for Resale	609	Liquor Stores \$43.98
137586	Johnson Bros Liquor Co	5507386	Merchandise for Resale	609	Liquor Stores \$2,675.25
137586	Johnson Bros Liquor Co	5501809	Merchandise for Resale	609	Liquor Stores \$3,662.25
137586	Johnson Bros Liquor Co	5496122	Merchandise for Resale	609	Liquor Stores \$3,705.08
137586	Johnson Bros Liquor Co	583295 CM	Merchandise for Resale	609	Liquor Stores (\$38.85)

Bill List for August 15, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137586	Johnson Bros Liquor Co	5507387	Merchandise for Resale	609	Liquor Stores \$1,108.26
137593	M. Amundson LLP	220853	Merchandise for Resale	609	Liquor Stores \$751.03
137593	M. Amundson LLP	220853	Merchandise for Resale	609	Liquor Stores \$130.90
137603	Muzak	52560937	Aug 2016 Music - West	609	Liquor Stores \$79.81
137603	Muzak	52567700	Aug 2016 Music - East	609	Liquor Stores \$65.44
137604	My Alarm Center	7578717	08/16 - 10/16 BV East	609	Liquor Stores \$306.05
137611	Paustis & Sons	8556523-IN	Merchandise for Resale	609	Liquor Stores \$5.25
137611	Paustis & Sons	8556523-IN	Merchandise for Resale	609	Liquor Stores \$335.00
137612	Pepsi Cola	51887901	Merchandise for Resale	609	Liquor Stores \$233.10
137612	Pepsi Cola	51887899	Merchandise for Resale	609	Liquor Stores \$53.70
137613	Phillips Wine & Spirits	2016783	Merchandise for Resale	609	Liquor Stores \$836.50
137613	Phillips Wine & Spirits	2016786	Merchandise for Resale	609	Liquor Stores \$1,264.00
137613	Phillips Wine & Spirits	241412 CM	Merchandise for Resale	609	Liquor Stores (\$82.20)
137613	Phillips Wine & Spirits	2016787	Merchandise for Resale	609	Liquor Stores \$310.73
137613	Phillips Wine & Spirits	2020494	Merchandise for Resale	609	Liquor Stores \$1,643.00
137613	Phillips Wine & Spirits	2020495	Merchandise for Resale	609	Liquor Stores \$852.00
137613	Phillips Wine & Spirits	2016784	Merchandise for Resale	609	Liquor Stores \$322.00
137613	Phillips Wine & Spirits	2020495	Merchandise for Resale	609	Liquor Stores \$172.50
137613	Phillips Wine & Spirits	2014852	Merchandise for Resale	609	Liquor Stores \$2,439.00
137613	Phillips Wine & Spirits	2020496	Merchandise for Resale	609	Liquor Stores \$2,291.80
137613	Phillips Wine & Spirits	2014851	Merchandise for Resale	609	Liquor Stores \$1,591.00
137613	Phillips Wine & Spirits	2020497	Merchandise for Resale	609	Liquor Stores \$652.00
137613	Phillips Wine & Spirits	2016785	Merchandise for Resale	609	Liquor Stores \$359.75
137622	Recovery Systems Co., I	43588	Supplies	609	Liquor Stores \$93.94
137623	Red Bull Distribution Co	K-18026047	Merchandise for Resale	609	Liquor Stores \$261.50
137623	Red Bull Distribution Co	K-18032724	Merchandise for Resale	609	Liquor Stores \$144.00
137625	RJM Distributing Inc.	IND011345	Merchandise for Resale	609	Liquor Stores \$48.00
137625	RJM Distributing Inc.	IND011346	Merchandise for Resale	609	Liquor Stores \$47.96
137630	Shamrock Group, Inc	2029618	Merchandise for Resale	609	Liquor Stores \$119.60
137630	Shamrock Group, Inc	2031913	Merchandise for Resale	609	Liquor Stores \$151.20
137630	Shamrock Group, Inc	2031913	Merchandise for Resale	609	Liquor Stores \$2.00
137630	Shamrock Group, Inc	2033854	Merchandise for Resale	609	Liquor Stores \$155.60
137630	Shamrock Group, Inc	2029616	Merchandise for Resale	609	Liquor Stores \$116.40
137630	Shamrock Group, Inc	2031915	Merchandise for Resale	609	Liquor Stores \$50.00
137630	Shamrock Group, Inc	2027211	Merchandise for Resale	609	Liquor Stores \$2.00

Bill List for August 15, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137630	Shamrock Group, Inc	2027211	Merchandise for Resale	609	Liquor Stores \$170.40
137630	Shamrock Group, Inc	2029367	Merchandise for Resale	609	Liquor Stores \$166.00
137634	Southern Wine & Spirits	1436231	Merchandise for Resale	609	Liquor Stores \$1,620.67
137634	Southern Wine & Spirits	1433686	Merchandise for Resale	609	Liquor Stores \$983.57
137634	Southern Wine & Spirits	1433687	Merchandise for Resale	609	Liquor Stores \$545.79
137634	Southern Wine & Spirits	1436232	Merchandise for Resale	609	Liquor Stores \$935.38
137634	Southern Wine & Spirits	1436233	Merchandise for Resale	609	Liquor Stores \$1,780.21
137634	Southern Wine & Spirits	1436234	Merchandise for Resale	609	Liquor Stores \$1,309.42
137634	Southern Wine & Spirits	1438761	Merchandise for Resale	609	Liquor Stores \$1,150.00
137634	Southern Wine & Spirits	1438763	Merchandise for Resale	609	Liquor Stores \$1,128.00
137634	Southern Wine & Spirits	1438764	Merchandise for Resale	609	Liquor Stores \$4,062.65
137635	Star Tribune	100147919-07312016	Personnel - Liquor Clerks	609	Liquor Stores \$596.00
137639	Thorpe Dist. Company	1119070	Merchandise for Resale	609	Liquor Stores \$18.40
137639	Thorpe Dist. Company	00040166	Merchandise for Resale	609	Liquor Stores \$12.00
137639	Thorpe Dist. Company	1115747	Merchandise for Resale	609	Liquor Stores \$13,020.32
137639	Thorpe Dist. Company	1115747	Merchandise for Resale	609	Liquor Stores \$36.00
137639	Thorpe Dist. Company	1119071	Merchandise for Resale	609	Liquor Stores \$6,264.55
137639	Thorpe Dist. Company	1115748	Merchandise for Resale	609	Liquor Stores \$16,044.90
137639	Thorpe Dist. Company	1091798 CM	Merchandise for Resale	609	Liquor Stores (\$22.40)
137639	Thorpe Dist. Company	1119070	Merchandise for Resale	609	Liquor Stores \$6,320.25
137639	Thorpe Dist. Company	1122382	Merchandise for Resale	609	Liquor Stores \$4,526.65
137639	Thorpe Dist. Company	1115748	Merchandise for Resale	609	Liquor Stores \$57.60
137639	Thorpe Dist. Company	00040165 CM	Merchandise for Resale	609	Liquor Stores (\$29.00)
137639	Thorpe Dist. Company	1119071	Merchandise for Resale	609	Liquor Stores \$56.45
137639	Thorpe Dist. Company	1119587	Merchandise for Resale	609	Liquor Stores \$16.20
137639	Thorpe Dist. Company	1121460	Merchandise for Resale	609	Liquor Stores \$417.60
137639	Thorpe Dist. Company	1122381	Merchandise for Resale	609	Liquor Stores \$3,472.17
137649	Vinocopia, Inc.	0156743-IN	Merchandise for Resale	609	Liquor Stores \$6.00
137649	Vinocopia, Inc.	0156742-IN	Merchandise for Resale	609	Liquor Stores \$6.00
137649	Vinocopia, Inc.	0156742-IN	Merchandise for Resale	609	Liquor Stores \$180.00
137649	Vinocopia, Inc.	0156743-IN	Merchandise for Resale	609	Liquor Stores \$270.00
<i>Fund Total</i>					\$257,078.36
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	614	Golf \$0.53
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	614	Golf \$159.91
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	614	Golf \$0.00

Bill List for August 15, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	614	Golf	\$7.71
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	614	Golf	\$0.00
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	614	Golf	\$153.10
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	614	Golf	\$2,688.22
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	614	Golf	\$104.36
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	614	Golf	\$0.00
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	614	Golf	\$9,913.51
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	614	Golf	\$106.18
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	614	Golf	\$5.09
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	614	Golf	\$0.00
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	614	Golf	\$84.38
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	614	Golf	\$0.00
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	614	Golf	\$0.00
137514	Ace Solid Waste	1996969	Aug 2016 Garbage Svc	614	Golf	\$155.13
137514	Ace Solid Waste	1996969	Aug 2016 Garbage Svc	614	Golf	\$36.82
137520	Anoka Area Chamber Co	016905	Annual Membership Dues	614	Golf	\$310.00
137533	Bushnell Outdoor Produc	318959	Merchandise for Resale	614	Golf	\$186.93
137536	Cintas	470782754	Uniforms	614	Golf	\$28.03
137543	Club Car, Inc	630821	Parts / Supplies	614	Golf	\$330.19
137553	Cutter & Buck	93453913 CM	Merchandise for Resale	614	Golf	(\$54.95)
137553	Cutter & Buck	93443916	Merchandise for Resale	614	Golf	\$547.72
137553	Cutter & Buck	93460947	Uniforms	614	Golf	\$746.23
137579	Hornung's Golf Products,	393994	Merchandise for Resale	614	Golf	\$75.36
137598	Menard Cashway Lumbe	23347	Parts / Supplies	614	Golf	\$33.85
137606	New Adventures	14051	Golf Cart Rental	614	Golf	\$331.00
137606	New Adventures	14052	Golf Car Rental	614	Golf	\$896.00
137624	Reinders, Inc.	3040207-00	Grasses	614	Golf	\$567.77
137624	Reinders, Inc.	1647243-00	Supplies	614	Golf	\$79.38
137633	Signature Concepts	770943	Uniforms	614	Golf	\$458.99
137641	Titleist	902823517	Merchandise for Resale	614	Golf	\$240.00
137641	Titleist	902817542	Merchandise for Resale	614	Golf	\$1,297.42
137643	Twin Cities Sign Installati	6822	Billboard Banner - GreenHave	614	Golf	\$600.00
137647	US Golf Association	MBR160701A51	Membership Dues	614	Golf	\$50.00
Fund Total						\$20,138.86
594	Comm of Revenue	June 2016	Jun 2016 Sales & Use Tax	616	Refuse	\$162.37

Bill List for August 15, 2016

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>	
595	Comm of Revenue	July 2016	Jul 2016 Sales & Use Tax	616 Refuse	\$889.30	
					Fund Total	\$1,051.67
137615	Pioneer SecureShred	28500	OnSite Shredding	617 Recycling	\$375.00	
					Fund Total	\$375.00
137514	Ace Solid Waste	1996969	Aug 2016 Garbage Svc	701 Vehicle Mainte	\$51.57	
137519	Andy's Service Auto Rep	105252	Repair 2005 Siverado	701 Vehicle Mainte	\$441.29	
137527	Auto Zone Credit Plan	3080421467	Light Bulbs	701 Vehicle Mainte	\$6.43	
137550	Cottens Automotive	213538	Parts for 1999 Ford F550	701 Vehicle Mainte	\$174.18	
137550	Cottens Automotive	214641	Parts for 2003 Silverado 2500	701 Vehicle Mainte	\$242.73	
137562	East Main Auto & Tire	34150	Service - Unit 473	701 Vehicle Mainte	\$553.23	
137562	East Main Auto & Tire	33989	Service Unit 417	701 Vehicle Mainte	\$161.48	
137562	East Main Auto & Tire	34051	East Main Auto & Tire	701 Vehicle Mainte	\$0.00	
137562	East Main Auto & Tire	34051	Service - Unit 412	701 Vehicle Mainte	\$1,344.08	
137562	East Main Auto & Tire	34072	Service - Unit 423	701 Vehicle Mainte	\$49.00	
137562	East Main Auto & Tire	34105	Service - Unit 411	701 Vehicle Mainte	\$544.66	
137580	Hydraulic Specialty Com	0904958140	Supplies	701 Vehicle Mainte	\$36.90	
137589	LANO EQUIPMENT	02-378918	Svc - Kubota Ctl	701 Vehicle Mainte	\$50.49	
137594	MAC TOOLS	D 915	Parts / Supplies	701 Vehicle Mainte	\$713.93	
137595	MacQueen Equipment In	S16162	Rebuild Blower	701 Vehicle Mainte	\$32,090.40	
137596	Main Motors Sales	319303	Hinge	701 Vehicle Mainte	\$30.92	
137596	Main Motors Sales	469961	Svc Chevy Express	701 Vehicle Mainte	\$854.63	
137617	Powerplan	P13584	Parts / Supplies	701 Vehicle Mainte	\$88.00	
137652	Warning Systems Inc,	3159	Convert Squad 415	701 Vehicle Mainte	\$4,186.10	
137654	Yellow Dog Upholstery	4801	Repair Seat Truck	701 Vehicle Mainte	\$175.00	
					Fund Total	\$41,795.02
137515	Achieve Services, Inc.	11744	On Site Labor - Gary Houdek	702 IT	\$810.00	
137521	Anoka County Treasury	B160801A	Sept 2016 Broadband	702 IT	\$300.00	
137541	City of Roseville	0221667	Axis Video Encoder	702 IT	\$2,168.52	
137541	City of Roseville	0221690	July 2016 IT Svc	702 IT	\$13,641.33	
137547	Comcast	0231847 Aug 2016	Internet	702 IT	\$67.97	
					Fund Total	\$16,987.82
137565	Everett & VanderWiel, P	2561	Legal Fees - OAH	715 Insurance	\$752.50	
137576	HealthPartners INS	67347228	Health Insurance - Sep 2016	715 Insurance	\$63,717.95	
137590	League of MN Cities Insu	53857	Municipality Insurance	715 Insurance	\$45,833.50	
137591	League of MN Cities Insu	53858	Annual Pay Plan	715 Insurance	\$4,492.00	

Bill List for August 15, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
137636	State of Minnesota	498193	8041-33445 Appeal	715	Insurance	\$765.00
						\$115,560.95
<i>Fund Total</i>						
137535	Center Point Energy	7876503-9 aug 201	Youth First Utilities	801	Youth First	\$13.97
137540	City of Ramsey	23069	Youth First Utilities	801	Youth First	\$300.87
137540	City of Ramsey	22996	Youth First Utilities	801	Youth First	\$250.35
137558	Definitive Technology Sol	310001979	Youth First Copier	801	Youth First	\$148.60
137567	First Student	751-C-053225	Transportation	801	Youth First	\$172.16
137567	First Student	751-C-053226	Transportation	801	Youth First	\$186.55
137567	First Student	751-C-053224	Transportation	801	Youth First	\$312.66
137567	First Student	751-C-053222	Transportation	801	Youth First	\$355.05
137651	Walmart Community	08/01/2016	Youth First Supplies	801	Youth First	\$420.79
137655	Youth First	08/08/2016	YF - Social Event Supplies	801	Youth First	\$410.92
137655	Youth First	08/08/2016	YF - Supplies Technology	801	Youth First	\$75.39
137655	Youth First	08/08/2016	YF - Utilities	801	Youth First	\$90.00
137655	Youth First	08/08/2016	YF - Supplies Misc	801	Youth First	\$44.94
137655	Youth First	08/08/2016	YF - Supplies Summer	801	Youth First	\$28.18
137655	Youth First	08/08/2016	YF - Supplies Food	801	Youth First	\$2.99
137655	Youth First	08/08/2016	YF - Supplies Summer	801	Youth First	\$29.95
137655	Youth First	08/08/2016	YF - Social Event Supplies	801	Youth First	\$204.00
137655	Youth First	08/08/2016	YF - Supplies Food	801	Youth First	\$49.21
137655	Youth First	08/08/2016	YF - Marketing Const Cont	801	Youth First	\$545.00
137655	Youth First	08/08/2016	YF - Social Event Supplies	801	Youth First	\$3.46
137655	Youth First	08/08/2016	YF - Social Event Supplies	801	Youth First	\$67.41
137655	Youth First	08/08/2016	YF - Social Event Supplies	801	Youth First	\$24.63
137655	Youth First	08/08/2016	YF - Supplies Food	801	Youth First	\$10.47
137655	Youth First	08/08/2016	YF - Marketing	801	Youth First	\$50.34
137655	Youth First	08/08/2016	YF - Supplies Summer	801	Youth First	\$11.92
137655	Youth First	08/08/2016	YF - Supplies Summer	801	Youth First	\$30.84
137655	Youth First	08/08/2016	YF - Supplies Food	801	Youth First	\$23.12
137655	Youth First	08/08/2016	YF - Supplies Summer	801	Youth First	\$85.00
137655	Youth First	08/08/2016	YF - Social Event Supplies	801	Youth First	\$39.10
						\$3,987.87
<i>Fund Total</i>						
137607	North Metro Irrigation	52	HRA Lot Mowing	830	HRA	\$1,900.00
						\$1,900.00
<i>Fund Total</i>						
<i>Grand Total</i>						\$3,932,731.94

COUNCIL MEMO FORM

6.2

Meeting Date	08-15-2016
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

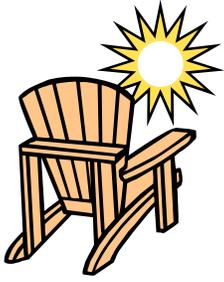
Attached are the proposed meeting calendars/schedule(s).

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 AUGUST

Monday	01	Annual Budget Presentation	City Hall Council Chambers	6:00 p.m.
Monday	01	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Tuesday	02*	Nite to Unite Events	Various Locations through the City, contact City Hall for current list	Varied times
Tuesday	02	Ribbon Cutting; Bolt Hoffer Boyd Law Firm	2150 - 3 rd Ave N, #350, Anoka (located just off East Main St on 3 rd Ave N right by the Anoka County Government Center. They are located on the 3 rd floor.)	4:30 p.m.
Monday	08	City Council (Budget Presentation)	City Hall Council Worksession Rm	5:00 p.m.
Tuesday	09*	Primary Election	City of Anoka Election Precincts	7:00 a.m. - 8:00 p.m.
Monday	15	City Council Worksession & Budget	City Hall Council Worksession Rm	5:00 p.m.
Monday	15	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Monday	29	City Council Worksession (Budget)	City Hall Council Worksession Rm	5:00 p.m.

THIS CALENDAR IS POSTED IN ORDER TO COMPLY WITH THE OPEN MEETING LAW, WHICH INDICATES A MEETING MUST BE POSTED WHEN A MAJORITY OF COUNCILMEMBERS WILL OR MAY BE IN ATTENDANCE. NO OFFICIAL BUSINESS OF NON-REGULAR OR NON-SPECIAL MEETINGS WILL BE CONDUCTED AND NO RECORD OF THOSE EVENT WILL BE KEPT.

**ASTERIK DATES ARE OPTIONAL MEETINGS FOR THE CITY COUNCIL AND QUORUMS MAY OR MAY NOT BE PRESENT.*



ANOKA CITY COUNCIL CALENDAR

September

Monday	05	City Hall Closed for Labor Day	City Offices	All Day
Tuesday	06	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Monday	12	Celebrate Anoka	Green Haven Golf Course & Event Center	11:00 a.m.
Monday	19	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Saturday	24*	Fall Recycling Drop Off Day	501 Pierce St, Anoka	8:00 a.m. - Noon
Monday	26	City Council Worksession	City Hall Council Worksession Rm	5:00 p.m.

THIS CALENDAR IS POSTED IN ORDER TO COMPLY WITH THE OPEN MEETING LAW, WHICH INDICATES A MEETING MUST BE POSTED WHEN A MAJORITY OF COUNCILMEMBERS WILL OR MAY BE IN ATTENDANCE. NO OFFICIAL BUSINESS OF NON-REGULAR OR NON-SPECIAL MEETINGS WILL BE CONDUCTED AND NO RECORD OF THOSE EVENT WILL BE KEPT.

**ASTERIK DATES ARE OPTIONAL MEETINGS FOR THE CITY COUNCIL AND QUORUMS MAY OR MAY NOT BE PRESENT.*

COUNCIL MEMO FORM

7.1.A

Meeting Date	August 15, 2016
Agenda Section	Planning Items
Item Description	ORD/Amending Chpt 74; Article V, Division 2; Home Occupations. (1 st Reading)
Submitted By	Chuck Darnell, Associate Planner

BACKGROUND INFORMATION

The City has been considering some potential changes to the home occupations ordinance of the Anoka City Code. The changes being considered include amending the home occupation performance standards to not allow for home occupations to be conducted in accessory structures, and amending the permitted and prohibited home occupations to allow for food production now allowed by Minnesota State Statute.

In December 2015, the City considered a request for an interim use permit to allow a home occupation in a carriage house on a property. The request was denied due the inability of the applicant to show that the proposed use would be temporary in nature, as required by the zoning ordinance. This led to the Planning Commission and City Council discussing this topic at subsequent work sessions. The Planning Commission and City Council must determine whether allowing home occupations to be conducted in accessory structures would have any negative impacts on the health, safety, and welfare of the surrounding neighborhood.

One issue with allowing home occupations in accessory structures is that this type of activity would not meet the original purpose and intent of the home occupation ordinance, which was to allow some home occupations but prevent competition with established business districts in the city. Based on the existing performance standards the intent of the home occupation ordinance was that home occupations be conducted entirely within a dwelling unit and not in an accessory structure. The interim use permit option was likely included for rare circumstances that may have required temporary use of an accessory structure, but the City of Anoka has never actually granted an interim use permit to operate a home occupation in an accessory structure. Also, the small size of residential lots in the City of Anoka could lead to negative impacts on surrounding properties, and there are concerns that allowing home occupations in accessory structures would provide an opportunity for a property owner to construct a detached accessory structure specifically to conduct a home occupation within it.

The Cottage Food Law, in Minnesota Statutes 28A.152, allows for individuals to be exempt from normal food handling and food production licensure processes. The law allows for production and sale of food that is not defined as “potentially hazardous”, such as baked goods, jams, and pickled and canned items. Individuals must register with the Department of Agriculture, participate in a safety course, and follow strict labeling and packaging requirements. Staff believes that this type of home occupation can be conducted without any negative impacts on the health, safety, and welfare of the surrounding neighborhood if individuals meet all of the City performance standards and follow the other regulations as enforced by the Department of Agriculture.

Staff is proposing that the home occupation performance standards be amended to not allow for home occupations to be conducted in accessory structures, and that the permitted and prohibited home occupations be amended to allow for food production now allowed by Minnesota State Statute. The Planning Commission discussed this item at their August 2, 2016 regular meeting, and recommended approval of the ordinance amendments proposed by staff, with a few minor revisions.

FINANCIAL IMPACT

Publication costs.

COUNCIL ACTION REQUESTED

Approve the first reading of an ordinance to amend Chapter 74; Article V, Division 2; Home Occupations.



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 V, DIVISION 2,
HOME OCCUPATIONS
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 V, Division 2, Home Occupations, are hereby established and inserted into the City Code of the City of Anoka, by an affirmative vote of a majority of the Anoka City Councilmembers present, to read as Exhibit A, hereto attached.

Section 2: This Ordinance shall be in full force and effective upon passage and seven (7) days after publication.

ATTEST:

Phil Rice, Mayor

Introduced: August 15, 2016
Adopted: _____
Published: _____
Effective: _____

Amy T. Oehlers, City Clerk

	Aye	Nay	Abstain	Absent
Rice	_____	_____	_____	_____
Anderson	_____	_____	_____	_____
Freeburg	_____	_____	_____	_____
Schmidt	_____	_____	_____	_____
Weaver	_____	_____	_____	_____

CHAPTER 74. ZONING

ARTICLE V. District Regulations.

DIVISION 2. Residential Districts.

Section 74-211. Special requirements for residence districts.

- (a) *Purpose and application.*
 - (1) *Purpose.* The purpose of this section is to establish minimum standards for residential use of properties in the City.
 - (2) *Application of this section.* The provisions of this section shall apply to all R-F, R-1, R-2, R-3, R-4, and R-5 residence districts.
- (b) *Floor area requirements.*
 - (1) *Single-family dwellings.* For single-family dwellings the minimum ground floor area of the main structure, exclusive of one-story open porches and garages, shall be as follows:
 - a. For single-family dwellings built after July 31, 1982, including manufactured homes built in conformance with Minnesota Statutes, Section 327.31 to 327.35, that are built on a full basement or cellar which is at least 7-1/2 feet from floor to ceiling and underneath the entire structure, excepting garages:
 - 1. Single-story dwelling, 960 square feet.
 - 2. Story and one-half dwelling, 960 square feet.
 - 3. Two or more story dwelling, 832 square feet.
 - 4. Split entry (or split foyer) dwelling, 960 square feet.
 - b. For single-family dwellings that are not built on a full basement or cellar which is a least 7-1/2 feet from floor to ceiling and underneath the entire structure, excepting garages:
 - 1. Single-story dwelling, 1,200 square feet.
 - 2. Story and on-half dwelling, 1,200 square feet.
 - 3. Two or more story dwelling, 1,040 square feet.
 - 4. Split entry (or split foyer) dwelling, 1,200 square feet.
 - (2) *Multiple-family dwellings.* For multiple-family dwellings the minimum net floor area shall be as follows:
 - a. Efficiency dwelling unit, 400 square feet.

- b. One bedroom dwelling unit, 600 square feet.
- c. Two bedroom dwelling unit, 800 square feet.
- d. Three or more bedrooms per unit shall have an additional 100 square feet of floor area for each bedroom in excess of two bedrooms.

For purposes of measurement, the net floor area of a dwelling unit shall mean that area within a building used as a single dwelling unit, and shall be measured from the inside walls to the center of partitions bounding the dwelling unit being measured, but shall not include public stairways, public entries, public foyers, public balconies, or unenclosed public porches, separate utility rooms, furnace areas or rooms, storage areas not within the apartment or garages.

(c) *Design and construction requirements in multiple-family residence districts.* The design and construction requirements in multiple-family residence districts shall be as follows:

- (1) *Design review.* A site plan for a multiple-family dwelling must be reviewed by the planning commission and approved by the City Council prior to construction.
- (2) *Accessory buildings.* The City Council may require common walls for accessory buildings where common walls will eliminate unsightly and hazardous areas. Exteriors of accessory buildings shall have the same exterior finish as the main structure or some other compatible finish approved during the site plan review.
- (3) *Recreation and open space.* Multiple-family residential projects shall contain an adequate amount of land for park, recreation or local open space use, exclusive of sump and drainage areas, consistent with the requirements of chapter 54 of this Code.

(d) *Home occupations.*

- (1) *Purpose.* The purpose of this subsection is to prevent competition with business districts and to provide a means, through the establishment of specific standards and procedures, by which home occupations can be conducted in residential neighborhoods without jeopardizing the health, safety and general welfare of the surround neighborhood.
- (2) *Application.* Subject to the nonconforming structure and use provisions of this chapter 36, all occupations conducted in the home shall comply with the provisions of this subsection.
- (3) *Inspection.* The City hereby reserves the right, upon approval of any home occupation, to inspect the premises in which an occupation is being conducted to insure compliance with the provisions of this subdivision or any conditions additionally imposed.
- (4) *Violations.* After two nuisances or Code violation complaints have been made and verified with written notices to the home occupation, a public

hearing may be called to reconsider the home occupation within 60 days of the last complaint.

- (5) *Revocation.* An interim use permit for a home occupation may be revoked if (i) the property is found to be in violation of the conditions listed in the interim use permit or (ii) if access to the property for the purpose of making an inspection is refused to the zoning administrator or their designee. The same process established for granting an interim use permit for a home occupation shall be followed when considering revocation of a interim use permit for a home occupation.
- (6) *Penalty.* Violation of the home occupation performance standards shall be subject to the enforcement and penalty provisions as contained in this chapter.
- (7) *Performance standards.* Performance standards for home occupations shall be as follows:
 - a. The home occupation must be clearly incidental and secondary to the residential use of the premises, shall not change the residential character thereof, and shall not result in incompatibility or disturbance to the surrounding residential uses.
 - b. No home occupation shall require external alterations or involve construction of features not customarily found in dwellings except where required to comply with the state fire and building code regulations.
 - c. No retail sales of products fabricated off the premises is allowed except for occasional sales of retail products if the dwelling serves as an office for a person regularly engaged in retail sales outside the dwelling but has no other office and if such occasional sales are incidental to and not the primary purpose of the home occupation.
 - d. No stock in-trade other than that permitted under subsection (d)(7)c of this section shall be kept or sold on the premises.
 - e. Only members of the family occupying the dwelling unit may carry on the home occupation.
 - f. There shall be no exterior display, exterior signs, interior displays or interior signs which are visible from outside the dwelling, unless approved with an interim use permit and the property fronts a road designated as an "A" Minor Arterial by the Future Functional Classification Plan Map in the Anoka Community Plan. Home occupation business signs may be either wall or freestanding-type sign. Freestanding signs shall be a maximum of five square feet in area, a minimum of five feet from property lines, shall not be within the sign triangle of any intersection or driveway, and shall be limited to six feet in overall height.
 - g. No outside storage or display is permitted.

- h. No significant increase in levels of noise, dust, smoke, gas, heat, vibration, glare, fumes, odor or electrical interference shall be detectable to the normal senses off the premises.
- i. No on street parking of vehicles related to the home occupation is permitted.
- j. No more than one client or customer may patronize the dwelling unit at one time.
- k. The space devoted to the occupation shall have an inside entrance into the dwelling area.
- l. All home occupations shall be conducted entirely within the dwelling and not in an attached or detached garage or in an accessory building ~~unless upon approval of an interim use permit by the City Council after recommendation by the planning commission.~~
- m. No more than 25 percent of the gross floor area of the dwelling unit shall be used for the occupation.
- n. There is no increase in sewer, water, gas, electricity, or garbage usage in excess of what is normal in a residential neighborhood such that the neighborhood is adversely affected.
- o. No customer waiting areas are allowed.
- p. All licenses or permits required to carry on the occupation shall be obtained.
- q. All home occupations shall be conducted at the sole risk of the dwelling occupants conducting the home occupation. The City shall not be responsible or liable to the dwelling occupants or any third party as a result of the home occupation, and the occupants conducting the home occupation shall indemnify and hold the City harmless from all claims and causes of action associated with the home occupation.

(8) *Permitted home occupations.* The following home occupations and similar occupations as determined by the City Council are permitted accessory uses in all residential districts only if all conditions in subsection (d)(7) of this section are fully observed.

- a. Artist, author, composer, sculptor.
- b. Home crafts, such as model making, rug weaving, woodworking, and similar activities, provided that no machinery or equipment shall be used or employed other than that which would customarily be found in the home, including machinery or equipment that would be ordinarily be employed in connection with a hobby or avocation not conducted for gain or profit.

- c. Dressmakers, seamstresses and tailors.
- d. Beauticians and barber shops.
- e. Home offices for accountants, architects, engineers, lawyers, realtors, insurance agents, brokers, clergy, consultants, contractors, land surveyors, musicians, salesman, sales representative, manufacturer's representative, travel agent, home builders and home repair contractors.
- f. Mail order, not including retail sales from the site.
- g. Music and art teachers or other tutoring services.
- h. Telephone answering.
- i. "Work at home" activities where employees of a business, located at another location, perform work for the business in their own residence, provided all physical contact between the business and the employee occurs at the place of business and not the residence, other than the initial installation of any equipment or other work facilities. The work activities of the employee shall conform with all other requirements of this subsection.
- j. Food preparation for sale, when registered with the Department of Agriculture under the Cottage Food exemption in Minnesota Statute 28A.152.
- k. Other occupations that fully comply with the standards in subsection (d)(7) of this section.

(9) *Home occupations allowed with an interim use permit.* The following home occupations are permitted as an accessory use upon approval of an interim use permit by the City Council after recommendation by the planning commission:

- a. Home occupations with the following characteristics:
 - 1. A maximum of one outside employee.
 - 2. Outside parking of no more than one commercial type vehicle identified for business purposes not to exceed one-ton capacity and used for both personal and business transportation. The vehicle is to be owned and registered to an occupant of the property and parked in a screened location.
- b. Ceramic classes with a kiln up to six cubic feet in size.
- c. Domestic animal grooming.
- d. Other home occupations which substantially comply with the standards set forth in subsection (d)(7) of this section.

- e. Other proposed home occupations that are determined to be similar in character to those listed in subsection (d)(8) of this section of this section.
- (10) *Particular home occupations prohibited.* The following uses, and similar uses, shall not be permitted as a home occupation in any residential district:
- a. Antique shops, boutiques, dress shops, and gift shops.
 - b. Photo studio, processing lab, and portrait studios.
 - c. Restaurants, coffee shops, and tearooms.
 - d. Offices for physicians, dentists, veterinarians, physical or massage therapists, and chiropractors.
 - e. Animal hospital or kennel.
 - f. Auto repair and painting, including the repair of engines, motor vehicles, motorcycles, and heavy equipment.
 - g. Dancing schools and studios.
 - h. Dispatching of transfer and moving vans at the site.
 - i. Furniture repair and refinishing.
 - j. Palm reading or fortune telling.
 - k. Preparation of food for sale, **unless specifically permitted in this section.**
 - l. Radio, television and appliance repair shops.
 - m. Raising of animals for sale.
 - n. Shops for contractors and tradesmen, such as electricians, plumbers and carpenters.
 - o. Sign painting.
 - p. Boarding and lodging houses, unless specifically permitted by the district regulations.
 - q. Tattoo business.
 - r. Tanning salons.
 - s. Any occupation that requires a federal firearms license, including the sale of firearms; except where each of the following conditions exist:

1. An occupant residing on the premises holds a valid and current federal firearms license and has held the license continuously since December 31, 1995;
2. The occupant had an established occupation at the premises that required a federal firearms license as of December 31, 1995, and has not discontinued such occupation; and
3. At the time of the most recent renewal of the occupant's federal firearms license:
 - i. The premises were inspected by the City and the City certified that the premises (i) were equipped with an adequate security system and (ii) were otherwise adequately protected against theft of firearms from the premises;
 - ii. The occupant has met all the criteria for licensing under the federal firearms code and the individual, in the opinion of the City police department, has been found to be honest, reliable and of good character; and
 - iii. The police department has not received more than three complaints within the past five years related to this use of the premises.
- t. Trash hauler operations other than a home office.
- u. Any home occupation which does not substantially comply with the standards set forth in subsection (d)(7) of this section.

(11) *Application materials.* Prior to the issuance of an interim use permit for a home occupation an application must be submitted which contains the following information:

- a. The owner of the property and the person who will be conducting the home occupation.
- b. The street address of the dwelling.
- c. The type of home occupation.
- d. The type of equipment that will be used.
- e. The days and hours which the home occupation will be conducted.
- f. A description of any motor vehicles which will be used in connection with the occupation, and whether or not the applicant has had any previous denials for a similar request elsewhere.
- g. A plan or drawing of the dwelling which shows clearly and in reasonable detail the portion of the dwelling which is to be

used for the home occupation, the number of square feet of living area contained in the dwelling, and the number of square feet to be used for the home occupation.

The application for an interim use permit for a home occupation will be processed according to section 74-34.

- (12) *Amendment to an interim use permit for a home occupation.* The applicant must seek an amendment to the permit in order to change the conditions set forth in the home occupation interim use permit. The amendment will be processed according to section 74-34.
- (e) *Division of two-family dwellings.* Two-family dwellings may be divided into single parcels of record with the party wall acting as the dividing lot line subject to the following conditions:
- (1) Each of the lots created in subdividing lands on which a two-family structure is located shall be equal in area or as near equal as is reasonably possible.
 - (2) Each lot so created shall contain no less than 40 percent of the minimum land area requirement for each unit in a two-family dwelling, and shall be shown on a registered survey.
 - (3) Except for setbacks along the common property line, all other setback and yard requirements shall be met.
 - (4) To the extent reasonably feasible, separate services shall be provided to each residential unit for sanitary sewer, water, electricity, natural gas, telephone, and other utilities.
 - (5) The two-family units, either existing or proposed, must be constructed in a side-by-side manner.
 - (6) To protect the safety and property of the owner and occupants of each individual unit, no existing duplex structure may be split into two separate ownerships unless and until the common party wall fire rating is brought up to new construction standards contained in the state building code which currently requires a one-hour rating for the party wall and no opening shall be allowed in the party wall. Party walls must provide sound transmission control ratings as per the state building code.
 - (7) The owner of property to be subdivided shall execute and record at their expense a declaration of covenant, conditions and restrictions, as prepared by the City attorney. Such document is necessary to protect the rights of the individual owners sharing a single structure and the public as it relates to maintenance, repair, and construction in case of damage to the original structure. The declarations, covenants, conditions, and restrictions shall provide protection to the property owners and the City on the following subjects:
 - a. Building and use restrictions.
 - b. Party walls.

- c. Relationship among owners of adjoining living units, including arbitration of disputes.
- d. Separate or shared services.

The intent of these regulations is to promote harmony between the neighbors sharing a single structure and to protect the City and neighborhood from improper maintenance and/or disputes such as the following examples: one living unit being painted one color and the other unit having a different color or one side of the structure having one roof color and type of roof and the other side being of a different type and color. The City is concerned that all such disputes be avoided and that the regulations contained in this subsection are designed to establish the rights of the parties prior to their entering into joint ownership of one structure. The City shall be a beneficiary of these declarations, covenants, conditions, and restrictions.

- (8) The authority to divide a single structure containing two dwelling units shall be subject to chapter 54 this Code relating to park dedication and other subdivision requirements and the City Council may impose other reasonable conditions.

STAFF REPORT



Application A2016-16
Zoning Ordinance Amendment
Chapter 74, Article V, Division 2
Section 74-211 Special Requirements for Residence Districts - Home Occupations

BACKGROUND

Recently, the City has been considering some potential changes to the home occupations ordinance of the Anoka City Code. The changes have been discussed at previous Planning Commission and City Council work sessions. The changes being considered include amending the home occupation performance standards to not allow for home occupations to be conducted in accessory structures, and amending the permitted and prohibited home occupations to allow for food production now allowed by Minnesota State Statute.

HOME OCCUPATIONS IN ACCESSORY STRUCTURES

In December of 2015, the City considered a request for an interim use permit to allow a home occupation in a carriage house on the property at 1627 South Ferry Street. The request was denied due to the inability of the applicant to show that the proposed use would be temporary in nature, as required by the zoning ordinance. At that time, the council indicated that they would like to discuss this issue further and discuss whether the zoning ordinance should be amended.

The Planning Commission and City Council discussed this topic at previous work session meetings. The Planning Commission and City Council must determine whether allowing home occupations to be conducted in accessory structures would have any negative impacts on the health, safety, and welfare of the surrounding neighborhood. Some of the items of concern that were discussed at the work session meetings included:

Original Purpose & Intent

The original purpose and intent of allowing home occupations in residential neighborhoods was to provide for opportunities for small businesses, but prevent competition with established business districts. Another purpose was to establish specific standards by which a home occupation could be conducted in a residential neighborhood without jeopardizing the health, safety, and general welfare of the surrounding neighborhood.

Based on the existing performance standards, the intent of the home occupation ordinance was that home occupations be conducted entirely within a dwelling unit and not in an accessory structure. The interim use permit option was likely included for rare circumstances that may have required temporary use of an accessory structure, but the City of Anoka has never actually granted an interim use permit to operate a home occupation in an accessory structure.

Size of Residential Lots

In a fully developed and urbanized city such as Anoka, many lots are small in size and some lots are less than 10,000 square feet. Allowing home occupations in accessory structures could cause noise and nuisance issues between property owners, especially when lots are so small and accessory structures can be placed only 5 feet from property lines.

Commercial Uses

The purpose of the home occupation language in the zoning ordinance is to allow for some types of home occupations, but to not compete with other existing commercial areas in the City of Anoka. Businesses in commercially-zoned areas pay commercial property tax. Allowing a home owner to conduct a home occupation in an accessory structure would provide an unfair advantage to that business by allowing that business owner to only pay residential property taxes.

Also, if home occupations were allowed in accessory structures, property owners would have the ability to construct a detached accessory structure specifically to conduct a home occupation within it. This would essentially allow for a small commercial structure to be constructed in a residentially zoned area. This is not consistent with the purpose and intent of the home occupation language in the zoning ordinance, in that the home occupation should be secondary to the residential use of the property. It also violates a performance standard required of all home occupations in the City, which is that no home occupation shall involve construction of feature not customarily found in residential dwellings.

Code Enforcement Issues

There is a concern that allowing home occupations to occur in accessory structures could lead to code enforcement issues at properties within the city. If a home occupation was conducted within an accessory structure, that accessory structure may not be used for its intended purpose which would be to store vehicles or other normal household items. This could result in an increase in vehicle storage or outdoor storage violations, both of which are defined as blight in the Anoka City Code.

Also, allowing for home occupations in accessory structures could provide an opportunity for a property owner to rent out their accessory structure for another person to conduct a home occupation within it. This would be a violation of the home occupation performance standards, as only the person occupying the dwelling unit on a property may carry on a home occupation on the property. This would also be difficult for staff to enforce.

COTTAGE FOOD LAW & PREPARATION OF FOOD FOR SALE

At a recent City Council meeting, a resident brought to the Council's attention a new law that was enacted by the state that would allow individuals to prepare and sell food from their home.

The law is referred to as the Cottage Food Law or Cottage Food Exemption, and is included in Minnesota Statutes 28A.152. The law allows for individuals to be exempt from normal food handling and food production licensure processes. It does not allow for businesses to operate under the exemption, which would include firms, partnerships, cooperatives, societies, associations, companies, and corporations. It allows solely for individuals or individuals registered as a sole proprietorship to operate under the exemption.

The Cottage Food Law only allows for production and sale of food that is not defined as “potentially hazardous”, such as baked goods, jams, jellies, pickled items, and canned items with pH values of 4.6 or less. A comprehensive list of these non-potentially hazardous (NPH) foods is kept up to date by the Minnesota Farmers’ Market Association. There are also a number of resources available through the Department of Agriculture, the Minnesota Farmers’ Market Association, and the University of Minnesota Extension for individuals that are interested in producing and selling food products under the Cottage Foods Exemption.

The Cottage Food Law requires that an individual sell their food products directly to the ultimate consumer. The Law allows for the food products to be sold at a community event or farmers’ market, but also allows for the food products to be sold directly from the individual’s home to the consumer, to the extent allowed by local ordinance.

The Cottage Food Law requires that individuals register with the Department of Agriculture. Individuals must also participate in an approved food safety course, and the Department of Agriculture can request an inspection of the food preparation area at any time if they have suspicion or are aware of any health concern related to a registered individual. There are also strict labeling requirements, and limits on the amount of income that an individual can generate from food sales annually.

Minnesota Statutes 28A.152, subp. 6 states as follows: “This section does not preempt the application of any business licensing requirement or sanitation, public health, or zoning ordinance of a political subdivision”. Therefore, local zoning regulations can still prohibit the type of activity that is allowed by the Cottage Food Laws. That is the case in the City of Anoka, as the current home occupation regulations list “Preparation of food for sale” as a prohibited home occupation (Section 74-211 (d)(10)(k)).

Additional Items of Consideration

Performance Standards

In considering whether to permit the type of activity that is allowed by the Cottage Food Law, the Planning Commission must determine whether this type of activity, if permitted as a home occupation, would have any negative impacts on the health, safety, and general welfare of the surrounding neighborhood. Staff believes that if all other performance standards are abided by, the preparation of food for sale in residential districts would not have any negative impacts on surrounding properties. The Cottage Food Law only allows for individuals to prepare food

products, which would not allow for someone to have an outside employee or any other person associated with the preparation of food.

The sale of food from the home could cause an increase in traffic in a residential neighborhood.

However, the City allows for other types of home occupations to sell goods fabricated on the premise of the home occupation. The sale of food products would have to be conducted by appointment only, in order to have only one customer or consumer at the property at a single time. This is a performance standard that applies to all home occupations in the City.

Enforceability

The actual rules and regulations in the Cottage Food Law would not be enforced by the City of Anoka. These rules and regulations would be enforced by the Minnesota Department of Agriculture. The City would only be enforcing the home occupation regulations and performance standards in the zoning ordinance. If a resident prepares food products for sale in their home, they would have to abide by the performance standards required of all home occupations in the City of Anoka. The City could require an inspection of the home in which a home occupation is conducted if staff becomes suspicious or aware of a violation of the home occupation regulations in the City's zoning ordinance.

It should be clarified that the City would not have any role in regulating how foods are prepared, packaged, or sold. The City also would not have any role in regulating the sales of food products at any local event, such as a bake sale or a farmers' market. The focus of the Planning Commission should be on whether the production of food for sale should be permitted as a home occupation in the City's residential districts, and whether that production of food for sale could be conducted without negatively impacting the health, safety, and general welfare of the surrounding neighborhood.

Health Concerns

During the discussion at the Planning Commission work session on July 19, 2016, the Planning Commission discussed whether the City should consider further regulating the types of food products that would be allowed to be produced. In general, the Planning Commission believed that canned goods would be safer to consume than some of the other types of non-potentially hazardous foods allowed to be produced under the Cottage Food Law. Staff believes that the City should not regulate the types of products any further. The Minnesota Department of Agriculture defined the non-potentially hazardous foods, and staff believes that the City should follow those standards.

The City would be relying on the Department of Agriculture to effectively respond to complaints and complete inspections of individuals producing food under the Cottage Food Law exemption.

The Department of Agriculture does have the ability to require an inspection if a health issue is reported, and they will also be completing more routine inspections at community events to

ensure that individuals are abiding by the packaging and labeling requirements under the Cottage Food Law.

Liability Concerns

During the discussion at the Planning Commission work session on July 19, 2016, one question was whether the City of Anoka could be held liable by allowing this type of food production to occur. Specifically, the Planning Commission wanted to verify whether the City, by allowing this type of home occupation to occur, could be liable if a consumer gets sick after purchasing and consuming food products from someone that produced the food products in the City of Anoka.

Staff is investigating this further, and will provide an update at the Planning Commission meeting on August 2, 2016.

City Council Discussion

The City Council discussed this topic at their July 25, 2016 work session. In general, the City Council was supportive of allowing the preparation of food for sale as a home occupation. They were supportive, as long as the person preparing the food was properly registered with the Department of Agriculture under the Cottage Food Law exemption. They also were supportive of allowing for residents of Anoka to participate in an activity that provided for economic opportunity.

PROPOSED AMENDMENT

Staff believes that the preparation of food for sale, if completed properly and as described under the Cottage Food Law requirements, could be conducted within residential neighborhoods without causing negative impacts on the health, safety, and general welfare of the surrounding neighborhood.

Staff also believes that allowing home occupations to be conducted in accessory structures could result in negative impacts on the health, safety, and general welfare of the surrounding neighborhood for the reasons stated above.

Staff is proposing that the home occupations ordinance language be amended as follows:

Home Occupation Performance Standards - Section 74-211 (d)(7)(l): All home occupations shall be conducted entirely within the dwelling and not in an attached or detached garage or in an accessory building ~~unless upon approval of an interim use permit by the City Council after recommendation by the planning commission.~~

Permitted Home Occupations – Section 74-211 (d)(8)(j): Food preparation for sale, when registered with the Department of Agriculture under the Cottage Food exemption in Minnesota Statute 28A.152.

Particular Home Occupations Prohibited – Section 74-211 (d)(10)(u): Food preparation for sale, unless specifically permitted in this section.

RECOMMENDATION

Staff recommends that you review the proposed ordinance amendment, propose and discuss any additional changes, and recommend approval of the proposed ordinance amendment to the City Council.

COMMISSION ACTION

- The Commission may recommend approval of proposed ordinance as presented.
- The Commission may recommend approval of proposed ordinance with changes.
- The Commission may recommend denial of the proposed ordinance.
- The Commission may postpone the item in order to receive additional information.

Chuck Darnell
Associate Planner

COUNCIL MEMO FORM

7.1.B

Meeting Date	August 15, 2016
Agenda Section	Planning Items
Item Description	RES/Site Plan Amendment; 3201 & 3215 Round Lake Blvd
Submitted By	Chuck Darnell, Associate Planner

BACKGROUND INFORMATION

The applicant, Brad Dunham, is requesting a site plan amendment for the originally approved site plan at 3201 and 3215 Round Lake Boulevard. This is the location of the Top Wash Car Wash, as well as a pad for another smaller retail building. The applicant previously submitted plans for site plan review, and those plans were approved by the City Council on June 17, 2013. The applicant has installed landscaping on the site, but has made some changes from what was originally shown on the approved landscape plan. Therefore, the purpose of this review of a site plan amendment is to approve an amended landscape plan.

The applicant developed the site in 2013-2014, and during construction made some changes to the landscaping of the site that are different than what was proposed in the original landscape plan. The applicant met with city staff after the original site plan approval, and had proposed to retain some trees on the site rather than removing them to make room for proposed trees from the landscape plan. This resulted in the retention of 26 trees on the north side of the site and 17 trees on the west side of the site. The original removals plan (dated March 28, 2013) that was included with the original site plan approval did not include the removal of any of these trees.

The applicant also added additional fence paneling along the west side of the site, instead of planting shrubs between some of the fence panels as shown on the original landscape plan. The additional fence panels were more desirable to the residents in the townhome association to the west, and the applicant installed the fence panels to provide for screening that was more desirable to those residents.

The applicant submitted an amended landscape plan that reflects the current conditions of the site, and had requested that this be approved by the City as the official landscape plan. However, there were still some major differences between the original landscape plan and the proposed amended landscape plan. After completing an inspection of the site and comparing the current condition to the original landscape plan, staff proposed some additional changes to the amended landscape plan. The intent of the staff recommended additional changes was to have the site be more consistent with the original landscape plan, but take into account some of the changes that the applicant has made to the landscaping of the site since the original site plan approval process.

The Planning Commission considered this item at the August 2, 2016 regular meeting. They considered the staff recommendation, but made some changes to staff's proposed conditions of approval based on statements provided by the applicant. The Planning Commission recommended approval of the site plan amendment with the conditions outlined in the attached resolution. Other attachments include the staff report and other materials from the August 2, 2016 Planning Commission meeting, which show the difference between the original landscape plan and the current condition of the site in more detail.

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

Adopt the resolution approving the site plan amendment for the property at 3201 & 3215 Round Lake Boulevard.



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2016-xxx

**SITE PLAN AMENDMENT
3201 AND 3215 ROUND LAKE BOULEVARD**

WHEREAS, Brad Dunham has submitted an application for an amendment to the previously approved site plan for the properties at 3201 and 3215 Round Lake Boulevard, legally described as follows:

Parcel A

That part of the North 225 feet of the South 390 feet of the East 200 feet of the Southeast Quarter of the Southwest Quarter of Section 32, Township 32, Range 24, Anoka County, Minnesota, described as follows:

Commencing at the Southeast corner of said Southeast Quarter of the Southwest Quarter, thence North 89 degrees 39 minutes 20 seconds West assumed bearing along the South line of said Southeast Quarter of the Southwest Quarter a distance of 60.00 feet to the West line of ANOKA COUNTY RIGHT-OF-WAY PLAT NO. 47; thence North 02 degrees 04 minutes 09 seconds East along said west line a distance of 189.56 feet to the point of beginning of the land to be described; thence continuing along said west line North 02 degree 04 minutes 09 seconds East a distance of 150.00 feet; thence North 89 degrees 23 minutes 58 seconds West a distance of 96.00 feet; thence South 34 degrees 02 minutes 18 seconds West a distance of 16.72 feet; thence South 00 degrees 36 minutes 02 West a distance of 136.00 feet; thence South 89 degrees 23 minutes 58 seconds East a distance 101.37 feet to the point of beginning.

Parcel B

The South 165 feet of the East 200 feet of the Southeast Quarter of the Southwest Quarter of Section 32, Township 32, Range 24, Anoka County, Minnesota.

AND

The North 225 feet of the South 390 feet of the East 200 feet of the Southeast Quarter of the Southwest Quarter of Section 32, Township 32, Range 24, Anoka County, Minnesota described as follows:

Commencing at the Southeast corner of said Southwest Quarter of the Southwest Quarter, thence North 89 degrees 39 minutes 20 seconds West assume bearing along the south line of said Southwest Quarter of the Southwest Quarter a distance of 60.00 feet to the West line of ANOKA COUNT HIGHWAY RIGHT-OF-WAY PLAT NO. 47; thence North 02 degrees 04 minutes 09 seconds East along Said west line a distance of 189.56 feet to the point of beginning of the land to be described; thence continuing along said west line North 02 degrees 04 minutes 09 seconds East a distance of 150 feet; thence North 89 degrees 23 minutes 58 seconds West a distance of 96.00 feet; thence South 34 degrees 02 minutes 18 seconds West a distance of 6.72 feet; thence South 00 degrees 36 minutes 02 West a distance of 136.00 feet; thence South 89 degrees 23 minutes 58 seconds East a distance of 191.37 feet to the point of beginning.

WHEREAS, City Code, Chapter 74, Article II, Section 74-38 requires that before building permits are issued for the development or alteration of multiple family, commercial, industrial, or non-residential structures, a site plan shall be reviewed by the Planning Commission and approved by the City Council; and

WHEREAS, the City of Anoka approved a site plan application for this property on June 17, 2013, and approved a 6 month extension on July 21, 2014; and

WHEREAS, the applicant installed landscaping on the site that is different from what was proposed in the original landscape plan, and has requested that an amended landscape plan be approved by the City Council to reflect the landscaping that was installed on the site; and

WHEREAS, the Planning Commission discussed this item on August 2, 2016 and recommended approval of the site plan amendment with the following conditions:

- 1) Applicant shall replace the five (5) existing spruce trees along the north side of the site with eleven (11) spruce trees that are 8-12 feet in height.
- 2) Applicant shall install the perennial plants in the planting area on the northeast corner of the site to be consistent with the original landscape plan.
- 3) Applicant shall install two (2) additional spruce trees along the south side of the site to be consistent with the original landscape plan, and relocate five (5) trees from the north side of the site, if possible.
- 4) Applicant shall install landscaping in the planting area on the southeast corner of the site to be consistent with the original landscape plan.
- 5) Applicant shall install an additional twenty-eight (28) plantings in the rain garden on the east side of the site, as well as thirteen (13) shrubs along the east side of the rain garden to be consistent with the original landscape plan.
- 6) Upon construction of a retail building on the existing vacant retail lot, applicant shall install landscaping on the lot to be consistent with the original landscape plan.

- 7) The City shall hold the remaining escrow deposit, which was last amended on April 29, 2015, until the landscaping is installed on the property as required above.
- 8) All other conditions of approval set forth in RES-2013-55 and RES-2014-083 shall be adhered to.
- 9) Applicant shall complete the landscaping of the site as required above within 90 days of the August 2, 2016 Planning Commission regular meeting.

NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council hereby approves the site plan amendment with the conditions as recommended by the Planning Commission stated herein.

BE IT FURTHER RESOLVED, that the Anoka City Council hereby directs the City Clerk to file a copy of this resolution in the office of the Anoka County Recorder.

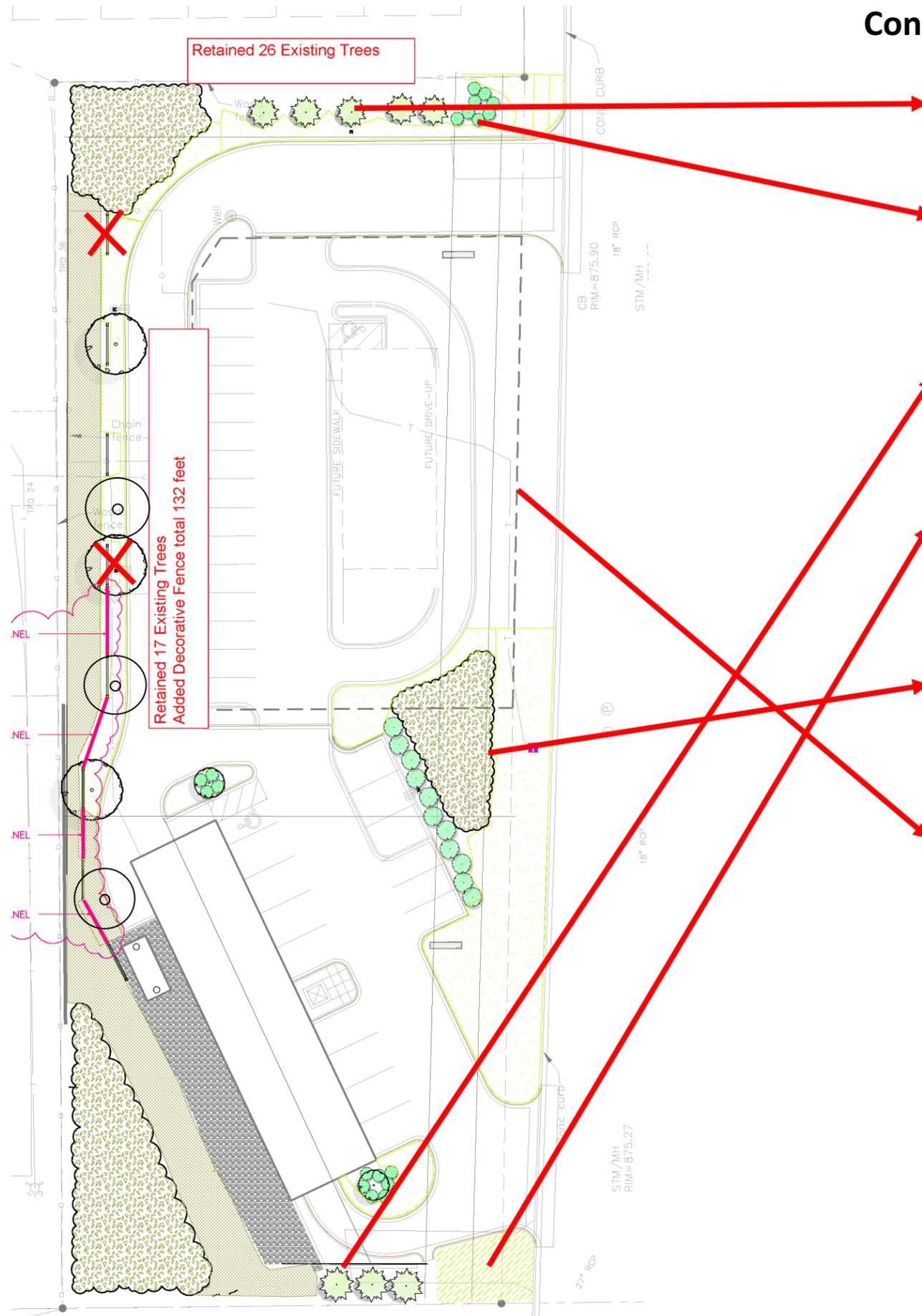
Adopted by the Anoka City Council this the 15th day of August 2016.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

Conditions of Approval as Recommended by Planning Commission



1) Applicant shall replace the five (5) existing spruce trees along the north side of the site with eleven (11) spruce trees that are 8-12 feet in height.

2) Applicant shall install the perennial plants in the planting area on the northeast corner of the site to be consistent with the original landscape plan.

3) Applicant shall install two (2) additional spruce trees along the south side of the site to be consistent with the original landscape plan, and relocate five (5) trees from the north side of the site, if possible.

4) Applicant shall install landscaping in the planting area on the southeast corner of the site to be consistent with the original landscape plan.

5) Applicant shall install an additional twenty-eight (28) plantings in the rain garden on the east side of the site, as well as thirteen (13) shrubs along the east side of the rain garden to be consistent with the original landscape plan.

6) Upon construction of a retail building on the existing vacant retail lot, applicant shall install landscaping on the lot to be consistent with the original landscape plan.

7) The City shall hold the remaining escrow deposit, which was last amended on April 29, 2015, until the landscaping is installed on the property as required above.

8) All other conditions of approval set forth in RES-2013-55 and RES-2014-083 shall be adhered to.

9) Applicant shall complete the landscaping of the site as required above within 90 days of the August 2, 2016 Planning Commission regular meeting.

STAFF REPORT



Application A2016-17
Site Plan Amendment
Brad Dunham
3201 & 3215 Round Lake Boulevard

BACKGROUND

The applicant, Brad Dunham, is requesting a site plan amendment for the originally approved site plan at 3201 and 3215 Round Lake Boulevard. This is the location of the Top Wash Car Wash, as well as a pad for another smaller retail building. The applicant has installed landscaping on the site, but has made some changes from what was originally shown on the approved landscape plan.

The property is located in the B-1 Highway Business zoning district.

Enclosed for your review:

- Site Location Map
- Original Landscape Plan
- Original Removals Plan
- Amended Landscape Plan
- Figures Describing Changes Between Plans
 - Figure 1 - North Side of Site
 - Figure 2 - West Side of Site
 - Figure 3 - South/East Side of Site
 - Figure 4 - Vacant Retail Lot
- Figure 5 - Amended Landscape Plan Recommended by Staff

SITE PLAN ANALYSIS

The applicant is requesting an amendment to the landscape plan, so this review will focus on that aspect of the site plan.

Landscaping

The applicant developed the site in 2013-2014, and during construction made some changes to the landscaping of the site that are different than what was proposed in the original landscape plan. The changes are described below, and are also documented in the figures attached to the staff report.

The applicant met with city staff after the original site plan approval, and had proposed to retain some trees on the site rather than removing them to make room for proposed trees from the landscape plan. This resulted in the retention of 26 trees on the north side of the site and 17 trees on the west side of the site. The original removals plan (dated March 28, 2013) that was included with the original site plan approval did not include the removal of any of these trees.

The applicant also added additional fence paneling along the west side of the site, instead of planting shrubs between some of the fence panels as shown on the original landscape plan. The additional fence panels were more desirable to the residents in the townhome association to the west, and the applicant installed the fence panels to provide for screening that was more desirable to those residents.

North Side of Site

In the planting area on the northeast corner of the site, the applicant installed the eight (8) shrubs as shown on the original landscape plan, but did not plant the proposed crabapple tree or any sedum.

Along the north side of the site, the applicant had proposed to plant eleven (11) spruce trees that would be 8-12 feet in height. The height of these trees was also specifically called out as a condition of approval in RES-13-55. The reason for the height of these trees was to provide for screening between the car wash and the town home units to the north. The applicant ended up installing only five (5) spruce trees that are about 6 feet in height.

In the planting area on the northwest corner of the site, the applicant installed the rain garden plantings as shown on the original landscape plan, and those plantings still appear to be in good condition. The applicant did not plant the three (3) river birch trees that were shown on the original landscape plan.

West Side of Site

The differences on the west side of the site will be described from north to south. The applicant did not install the northernmost fence panel. The original landscape plan included eleven (11) river birch trees along the west side of the site. The applicant installed five (5) river birch trees along the west side of the site, from the north corner of the site down to the north side of the car wash building. There are no trees or shrubs planted along the west side of the car wash building.

The applicant had originally proposed 72 feet of fence panels along the west side of the site. After discussing the landscaping with the townhome association, the applicant decided to add additional fence paneling to provide a solid screening wall along most of the west side of the site. The applicant added 60 additional feet of fence paneling, for a total of 132 feet of fencing providing screening to the townhome properties to the west.

The original landscape plan had shown shrubs ('medora' junipers) between all of the fence panels, and smaller shrubs (spirea) in front of each fence panel. None of these plantings were installed on the site.

The planting island immediately to the east of the car wash entrance was reduced in size to allow a drive aisle to cut through to the other side of the parking lot. This reduced the area for

landscaping. The applicant installed one (1) tree and four (4) shrubs, instead of the three (3) trees and twenty (20) shrubs on the original landscape plan.

The original landscape plan had also included a native seed mix between the fence panels and the property lines. This native seed mix was installed, and has grown in well and is in condition.

The rain garden on the southwest corner of the site was also installed as shown on the original landscape plan, and has grown in well and is in good condition.

South/East Side of Site

The original landscape plan included five (5) spruce trees along the south side of the site, as well as one (1) crabapple tree and shrubs in a planting area on the southeast corner of the site. The applicant installed three (3) spruce trees along the south side of the site, and did not include any of the other plantings on the southeast corner of the site.

Just east of the exit from the car wash building, the applicant installed one (1) tree and seven (7) shrubs on a small planting island. This is consistent with the original landscape plan, except that the original plans had shown daylilies instead of spirea.

On the east side of the site, the applicant installed eleven (11) shrubs (mix of hydrangea and spirea) in front of the parking stalls that front onto Round Lake Boulevard. The original landscape plan showed nineteen (19) plantings in this area.

The rain garden on the east side of the site was installed, but upon inspection only fourth-four (44) plantings were observed, when the original landscape plan included seventy-two (72). The original landscape plan also included thirteen (13) spirea along the east edge of the rain garden, which were not installed.

Vacant Retail Lot

The vacant portion of the site is the lot that was separated during the original site plan approval for a retail lot. The retail building has not yet been developed, so the applicant has not installed any landscaping on this lot. The applicant has stated that the landscaping will be installed as it was shown on the original landscape plan once the retail building is constructed.

RECOMMENDATION

Based on the changes that have already occurred on the site, staff is recommending that an amended landscape plan be approved by the Planning Commission. Staff is recommending that the following changes be made to the amended landscape plan, and be completed by the applicant:

North Side of Site

Staff is recommending that the spruce trees along the north side of the site be replaced with trees that are 8-12 feet in height, as was originally required as a condition of approval in RES-13-55. The original landscape plan included eleven (11) spruce trees and only five (5) were planted. Staff is recommending that eleven (11) spruce trees 8-12 feet in height be planted in this area to be consistent with the original landscape plan.

Staff is also recommending that the smaller perennial plantings be installed in the planting area on the northwest corner of the site.

West Side of Site

Staff is recommending that the 'medora' juniper shrubs be installed in the areas between all fence panels to create a full screening wall as was shown in the original landscape plan. The areas that have been filled in with additional fence panels could remain as installed.

Staff is also recommending the the forty-eight (48) shrubs (spirea) be installed in front of the fence panels as was shown in the original landscape plan.

On the west side of the car wash building, staff is recommending that additional trees be installed in a line along the top of the hill. This would provide for screening of the car wash building from the townhome units to the west. Staff is recommending that the five (5) spruce trees currently located on the north side of the site be relocated to the west side of the car wash building.

Staff does not feel that any changes are needed in the rain garden on the southwest corner of the site or in the native seed area along the entire west side of the site.

South/East Side of Site

Staff is recommending that two (2) additional spruce trees be planted on the south side of the site, consistent with the original landscape plan.

Staff is also recommending that the planting area on the southeast corner of the site be installed as was shown on the original landscape plan.

Additional plantings should be added to the rain garden on the east side of the site to reach the originally required number of plantings. The original landscape plan showed seventy-two (72) plantings, and only fourth-four (44) were identified upon recent inspection. This would require that an additional twenty-eight (28) plantings be added to the rain garden.

Staff feels that the shrubs installed along the east side of the site in front of the parking stalls are adequate, considering the amount of space in that area. Staff is recommending that the applicant install the shrubs that were originally proposed on the east side of the rain garden.

Vacant Retail Lot

Staff is not recommending any changes at this point in time. However, staff is recommending that the landscaping be installed as shown on the original landscape plan when the retail building is constructed.

The staff recommendations can be summarized as follows:

- 1) Applicant shall replace the five (5) existing spruce trees along the north side of the site with eleven (11) spruce trees that are 8-12 feet in height.
- 2) Applicant shall install the perennial plants in the planting area on the northeast corner of the site to be consistent with the original landscape plan.
- 3) Applicant shall install 'medora' juniper shrubs between all fence panels to create screening along the entire west side of the site.
- 4) Applicant shall install spirea shrubs in front of the fence panels to be consistent with the original landscape plan.
- 5) Applicant shall install five (5) additional spruce trees on the west side of the car wash building, in a line along the top of the hill consistent with the original landscape plan.
- 6) Applicant shall install two (2) additional spruce trees along the south side of the site to be consistent with the original landscape plan.
- 7) Applicant shall install landscaping in the planting area on the southeast corner of the site to be consistent with the original landscape plan.
- 8) Applicant shall install an additional twenty-eight (28) plantings in the rain garden on the east side of the site, as well as thirteen (13) shrubs along the east side of the rain garden to be consistent with the original landscape plan.
- 9) Upon construction of a retail building on the existing vacant retail lot, applicant shall install landscaping on the lot to be consistent with the original landscape plan.
- 10) The City shall hold the remaining escrow deposit, which was last amended on April 29, 2015, until the landscaping is installed on the property as required above.

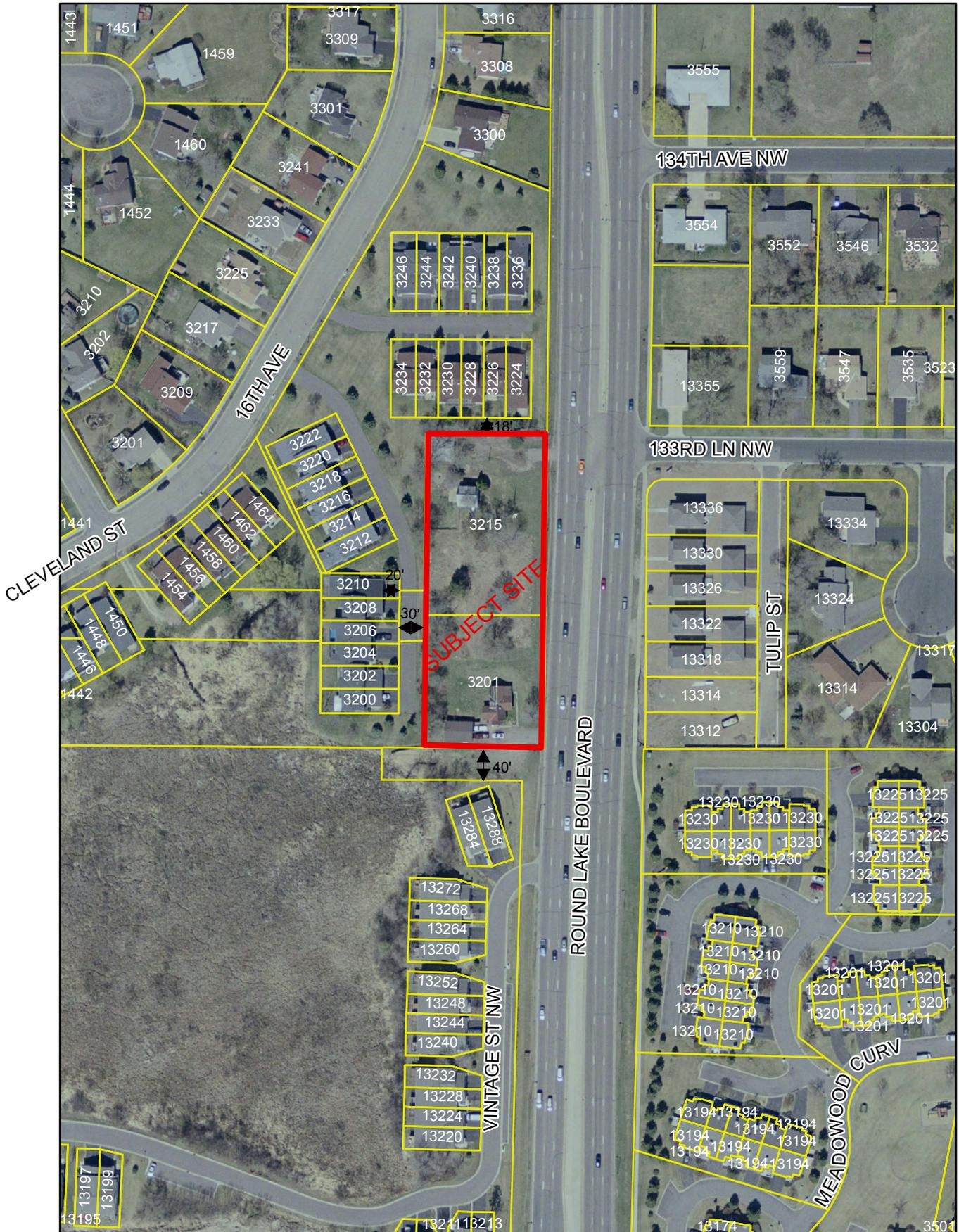
11) All other conditions of approval set forth in RES-2013-55 and RES-2014-083 shall be adhered to.

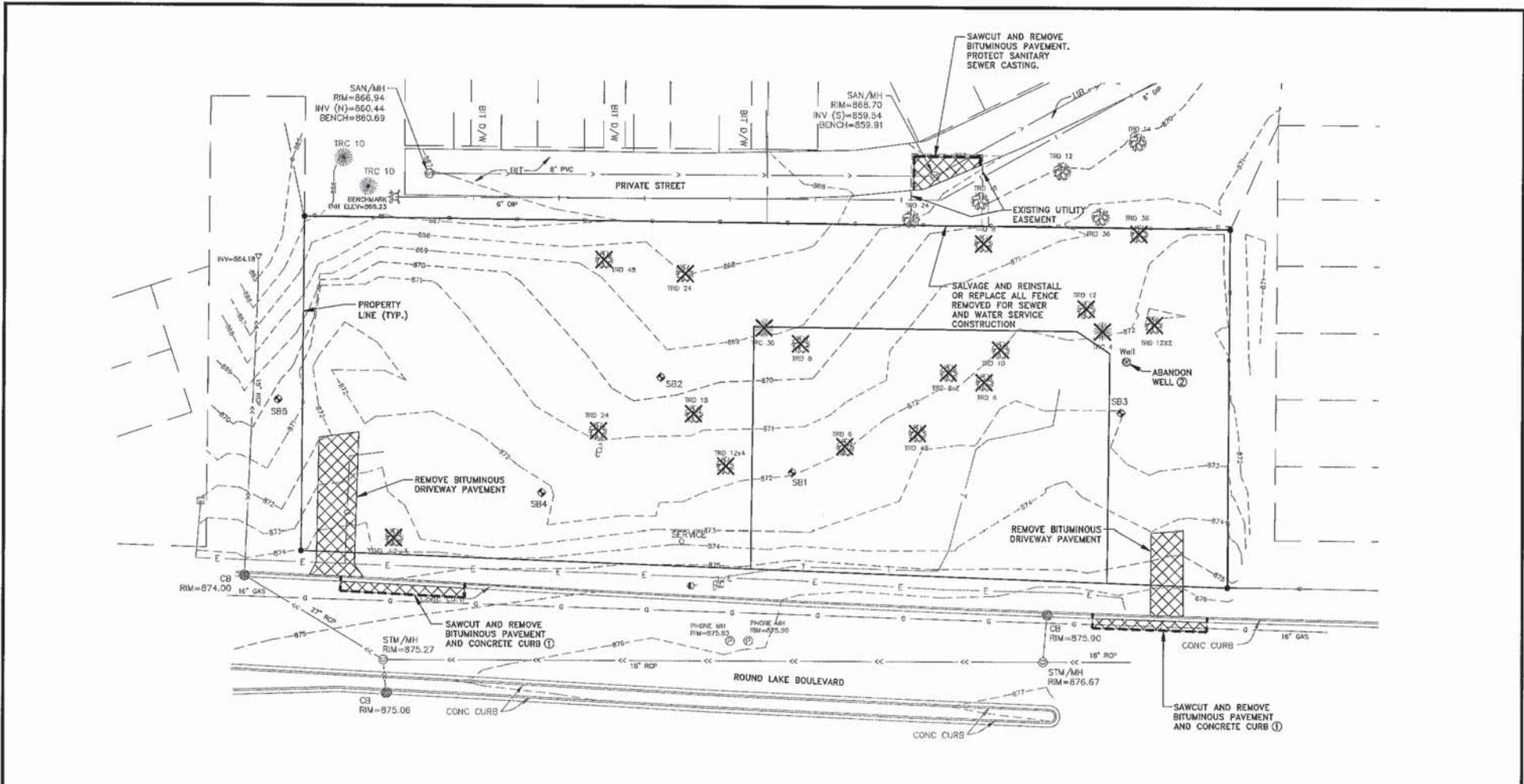
COMMISSION ACTION

- The Commission may recommend approval of the site plan amendment, with any necessary conditions
- The Commission may recommend denial of the site plan amendment with required findings.
- The Commission may postpone the application with reason, such as the need for additional information.

Chuck Darnell
Associate Planner

ROUND LAKE COMMONS





REFERENCE NOTES:
 ① CONTRACTOR SHALL CLOSE THE WEST, SOUTHBOUND LANE OF ROUND LAKE BOULEVARD TO CONSTRUCT THE TWO ENTRANCES. ROAD CLOSURE SHALL CONFORM TO THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS FROM THE ANOKA COUNTY HIGHWAY DEPARTMENT.
 ② CONTRACTOR SHALL BE RESPONSIBLE FOR ABANDONING EXISTING WELLS ON SITE. WELL ABANDONMENT SHALL FOLLOW ALL LOCAL, STATE AND FEDERAL LAWS.

LEGEND
 X CLEAR AND GRUB TREE



DATE	REVISION	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Date: 3/28/13 C. J. JOHNSON, P.E. Lic. No. 23461	 Hakanson Anderson Civil Engineers and Land Surveyors 3601 Thurston Ave., Anoka, Minnesota 55303 763-427-5560 FAX 763-427-0510 www.hakanson-anderson.com	ROUND LAKE COMMONS	EXISTING TOPOGRAPHY AND REMOVALS PLAN CITY OF ANOKA, MINNESOTA	SHEET 4 OF 6 SHEETS
DATE	REVISION					



Project # ####

revisions

#	date	description
1	7/30/14	REVISED LANDSCAPE PLAN
2	10/1/15	REVISED FENCE PLAN

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly registered landscape architect in the State of Minnesota.

Signature
signature
registration number 50130
date 4/26/13

date issued: 4/26/13

drawn by: BE

REVISED CONSTRUCTION
DOCUMENTS
ISSUED 10-1-15

LANDSCAPE PLAN

L100

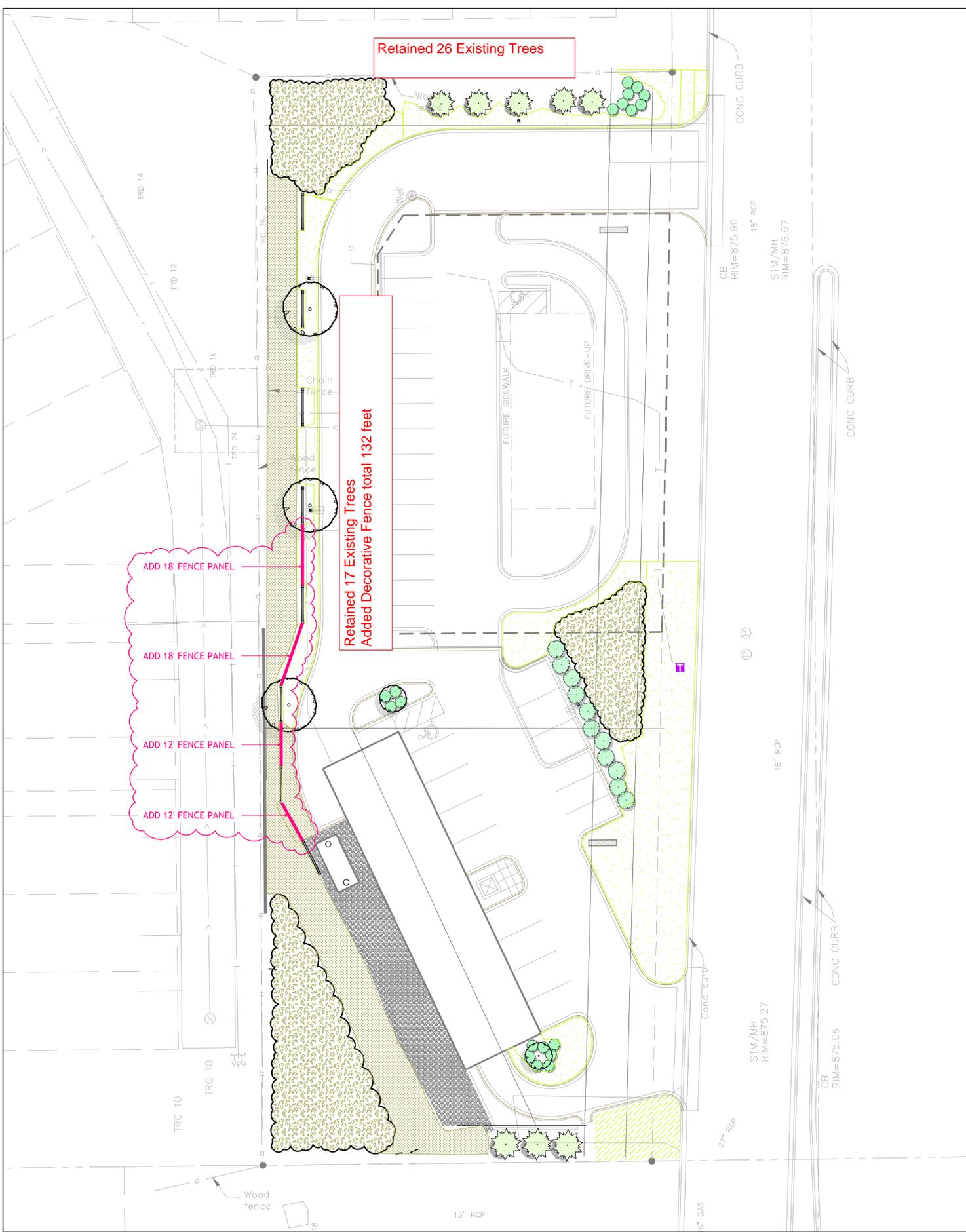
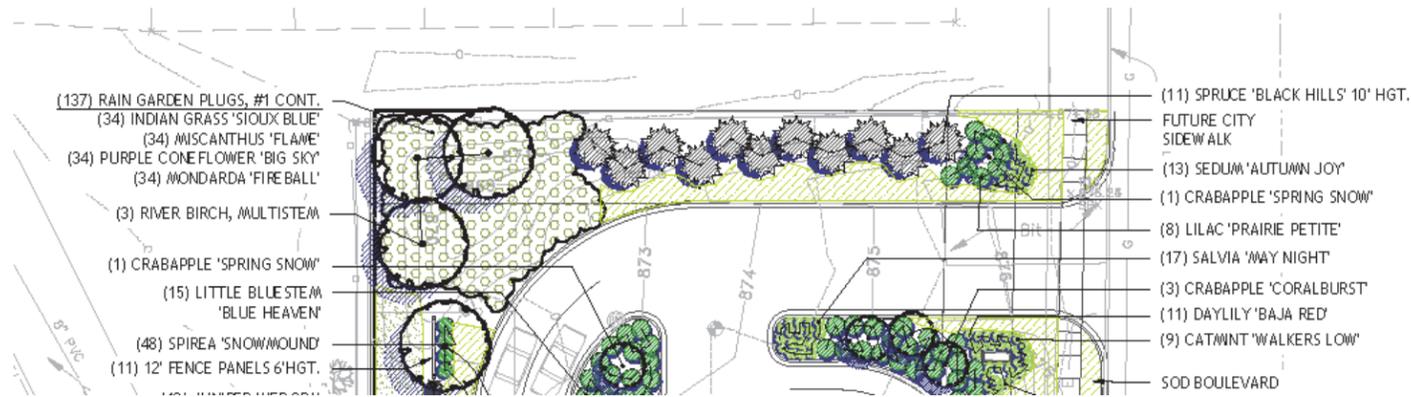


Figure 1

North Side of Site

Original Landscape Plan



Canopy of 26 retained trees on north side of site.



Five (5) coniferous trees planted on north side of site. Trees are about 6' tall. RES-2013-55 required that these trees be 8-12 feet in height.



Rain garden plantings planted as shown on original landscape plan.



Existing Landscape Plan



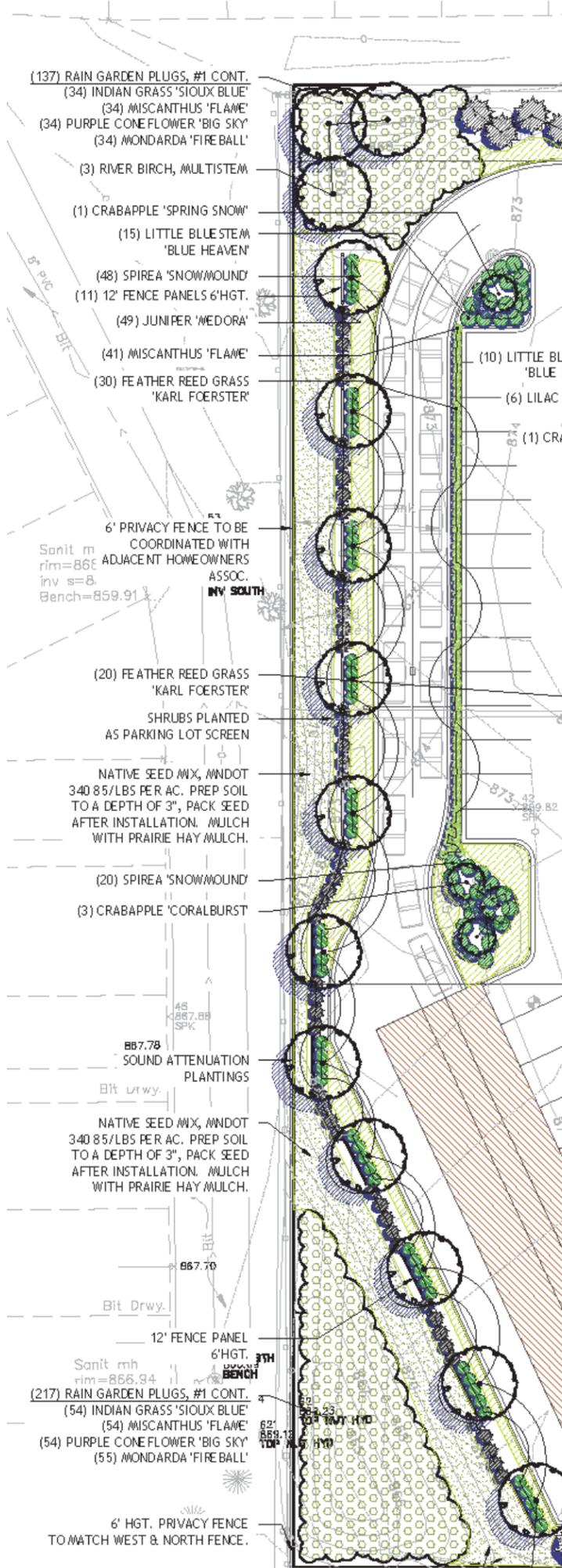
Eight (8) Lilac 'Prairie Petite' planted. No sedum or crabapple tree planted.

Figure 2

West Side of Site

Original Landscape Plan

Existing Landscape Plan



Five (5) multi-stem River Birch planted. Original plan showed eleven (11).



Additional 60' of fence panels added to the site, for a total of 132' of fence panels. Fence panels used instead of shrubs between panels. Spirea 'Snowmound' shown on original landscape plan not planted.



Native seed mix fully grown in on bank behind fence panels, as was shown on original landscape plan.



Rain garden plantings planted as shown on original landscape plan.

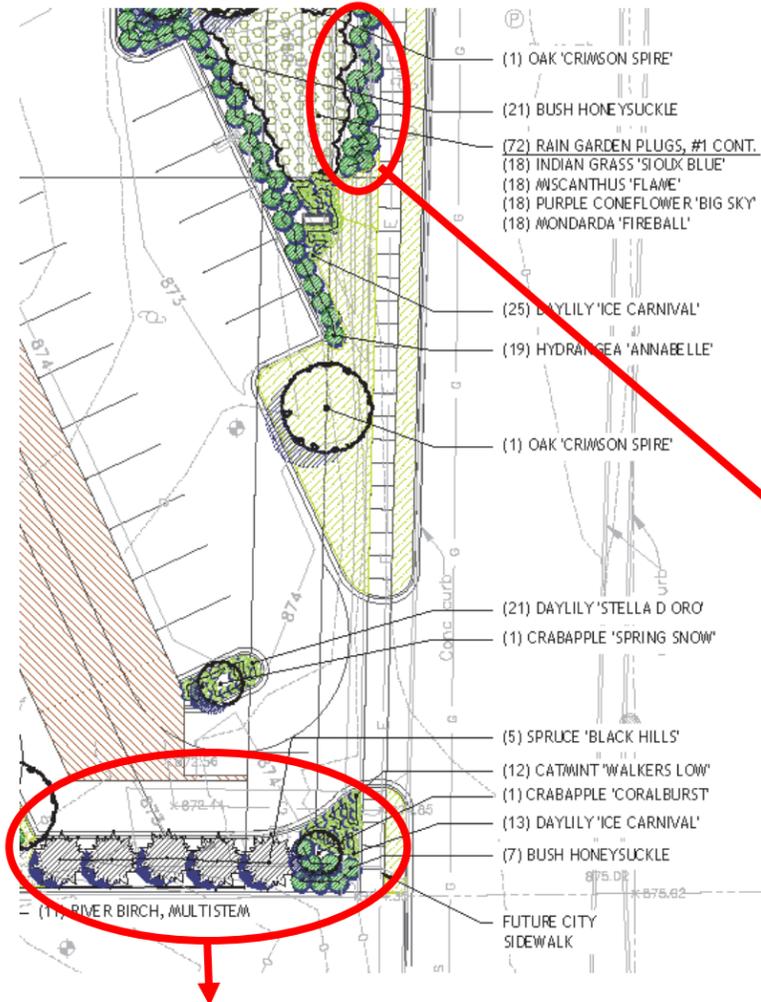


Island reduced in size to allow for drive lane. Landscaping reduced from three (3) trees and twenty (20) spirea to one (1) tree and four (4) spirea.

Figure 3

South/East Side of Site

Original Landscape Plan



Existing Landscape Plan



Rain garden with forty-four (44) plantings. Original plan showed seventy-two (72) plantings.



Five (5) hydrangea and six (6) spirea planted along west edge of rain garden. Original plan showed nineteen (19) hydrangea along west edge, and thirteen (13) spirea along east edge.



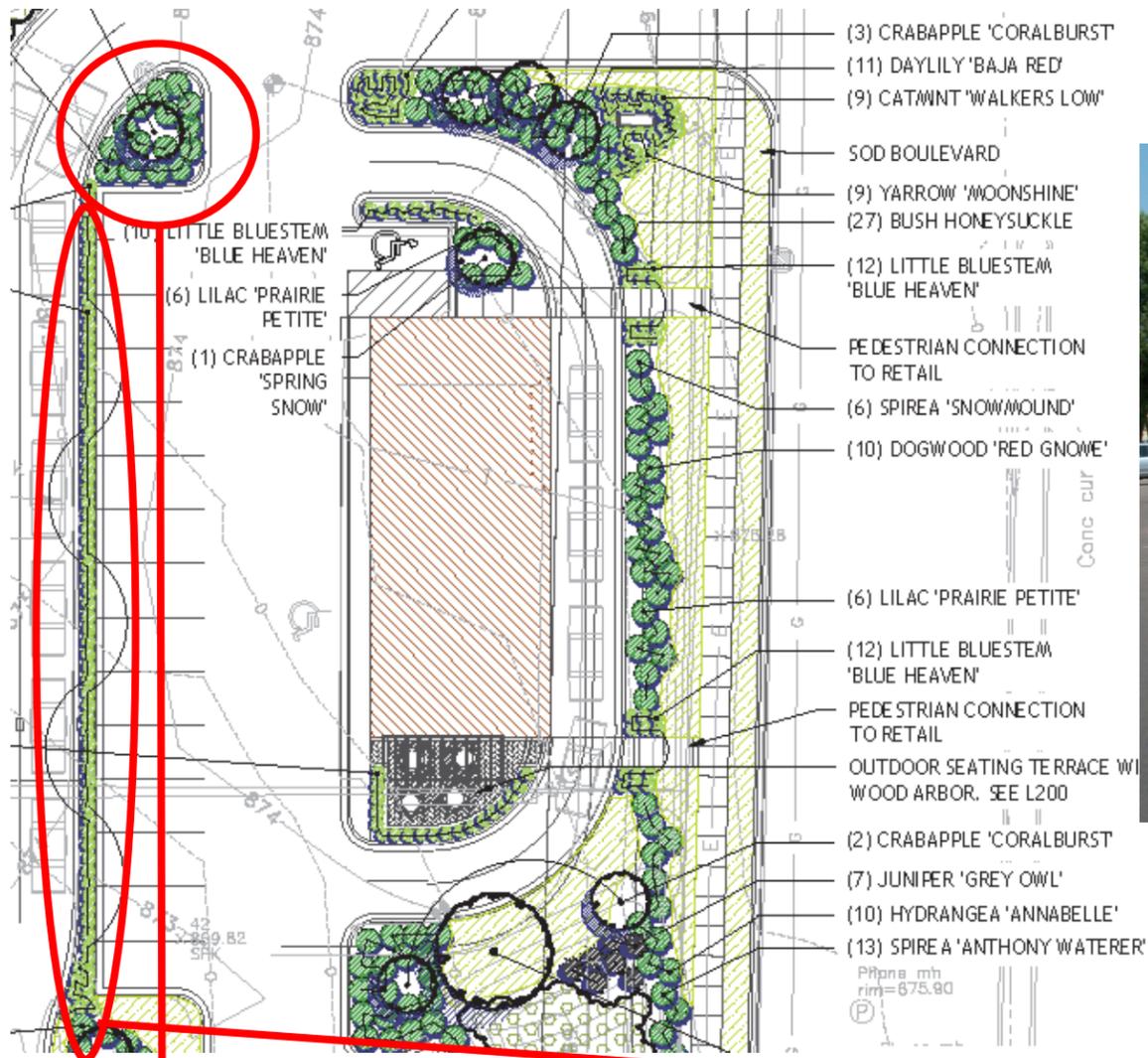
Three (3) coniferous trees planted. Original landscape plan showed five (5) trees, and plantings in the southeaster corner of the lot. No plantings in southeaster corner.



One (1) crabapple and seven (7) spirea planed in this island. Original plan had one (1) tree and some daylillys.

Figure 4

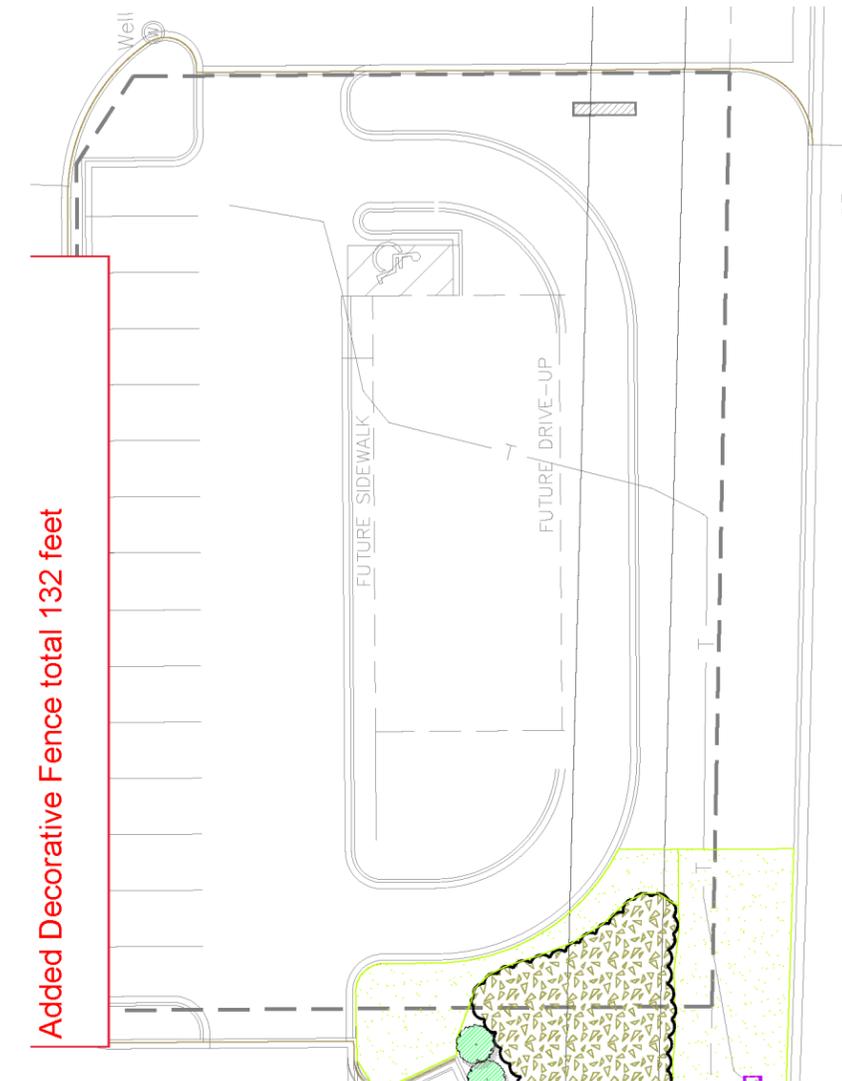
Original Landscape Plan



Vacant Retail Lot



Existing Landscape Plan



Rock mulch installed in planting island on northwest corner of retail lot.

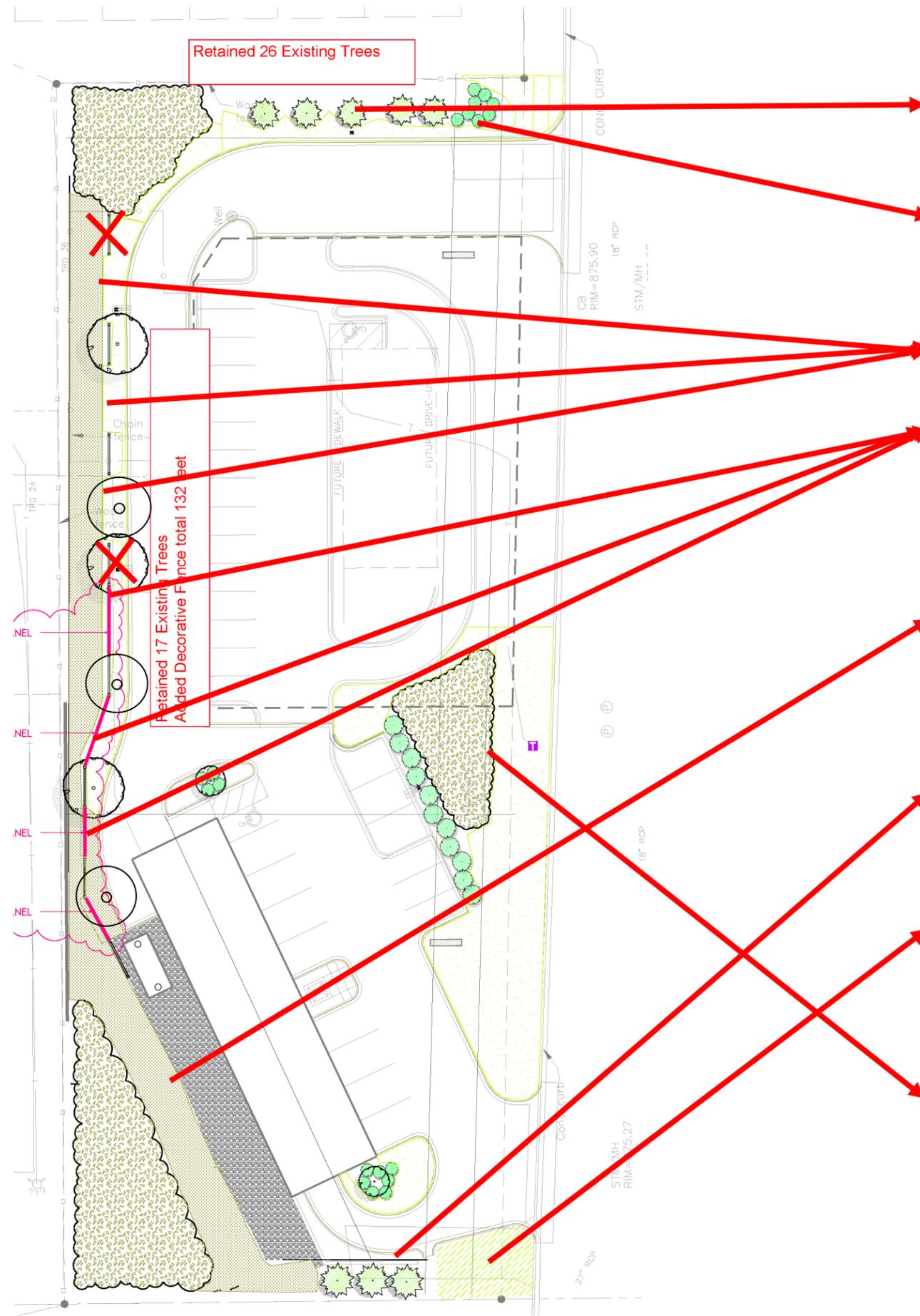


Planting strip between retail lot parking lot and car wash drive-thru aisles. Rock mulch installed.

Planting island near new drive aisle. Plantings in island on south side of drive aisle reduced. Rock mulch installed here.



Figure 5



Conditions of Approval as Recommended by Staff

- 1) Applicant shall replace the five (5) existing spruce trees along the north side of the site with eleven (11) spruce trees that are 8-12 feet in height.
- 2) Applicant shall install the perennial plants in the planting area on the northeast corner of the site to be consistent with the original land-
- 3) Applicant shall install 'medora' juniper shrubs between all fence panels to create screening along the entire west side of the site.
- 4) Applicant shall install spirea shrubs in front of the fence panels to be consistent with the original landscape plan.
- 5) Applicant shall install five (5) additional spruce trees on the west side of the car wash building, in a line along the top of the hill consistent with the original landscape plan.
- 6) Applicant shall install two (2) additional spruce trees along the south side of the site to be consistent with the original landscape plan.
- 7) Applicant shall install landscaping in the planting area on the southeast corner of the site to be consistent with the original landscape plan.
- 8) Applicant shall install an additional twenty-eight (28) plantings in the rain garden on the east side of the site, as well as thirteen (13) shrubs along the east side of the rain garden to be consistent with the original landscape plan.

COUNCIL MEMO FORM

9.1

Meeting Date	August 15 th , 2016
Agenda Section	Ordinance and Resolutions
Item Description	ORD/Approving Lease Agreement with Beehive Partners, LLC; City's Use of Parking Lot at 1807 1st Ave. (1 st Reading)
Submitted By	Darin Berger, Housing Manager

BACKGROUND INFORMATION

On June 20th, 2016, Staff came before the City Council asking for approval of a property exchange with the Anoka HRA. The parcels approved in the exchange were 1807 First Avenue and 2810 Fairoak Ave. Since that time, the closing has taken place and ownership has been exchanged not only by the City and HRA, but also in conjunction with Walker Methodist and Beehive Partners, LLC.

At the time of approval, the Council strongly encouraged Staff to come to terms with Beehive Partners, LLC to allow for public parking in the lot located at 1807 First Avenue until future redevelopment of the site occurs. Staff worked with our City Attorney to draw up a lease agreement and Beehive Partners, LLC has agreed to the terms of the lease.

Enclosed in your packet is a copy of the Lease Agreement between Beehive Partners, LLC and the City of Anoka for your consideration.

FINANCIAL IMPACT

\$1.00 and other good and valuable consideration.

COUNCIL ACTION REQUESTED

Hold the first reading of an Ordinance approving a Lease Agreement between Beehive Partners, LLC and the City of Anoka.



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

**CITY OF ANOKA, MINNESOTA
ORDINANCE**

ORD-2016-

**AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE
BEEHIVE PARTNERS, LLC AND THE CITY OF ANOKA**

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

WHEREAS, the Beehive Partners, LLC owns parking lot property at 1807 First Avenue, as described in the Lease Agreement, hereto attached and

WHEREAS, the City of Anoka and Beehive Partners, LLC have agreed to enter into a Lease Agreement to allow for public parking in the lot located at 1807 First Avenue, pursuant to the terms of the attached Lease Agreement, and until such time that future redevelopment of the site occurs or termination of the Agreement occurs, pursuant to the Lease Agreement; 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 enter into said Lease Agreement.

NOW, THEREFORE, the Council of the City of Anoka, Minnesota, ordains:

1. The City Council approves the Lease Agreement hereto attached.
2. The City Council authorizes and directs the Mayor and City Clerk to execute an agreement and all of the documents necessary to complete this transaction.
3. This ordinance shall be in full force and effective seven (7) days after publication.

ATTEST:

Phil Rice, Mayor

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

Amy T. Oehlers, City Clerk

	Aye	Nay	Abstain	Absent
Rice	_____	_____	_____	_____
Anderson	_____	_____	_____	_____
Freeburg	_____	_____	_____	_____
Schmidt	_____	_____	_____	_____
Weaver	_____	_____	_____	_____

**LEASE AGREEMENT
BEEHIVE PARTNERS, LLC /
CITY OF ANOKA**

THIS LEASE AGREEMENT ("Lease"), is made and entered into this ___ day of _____, 2016, by and between BEEHIVE PARTNERS, LLC, a limited liability corporation, located at 6314 Rivlyn Ave NW, Ramsey, MN 55303 ("Landlord"), and the CITY OF ANOKA, a municipal corporation, located at 2015 First Avenue North, Anoka, Minnesota 55303 ("Tenant").

1. **PREMISES DEMISED.** That in consideration of the covenants and agreements hereinafter mentioned to be performed by the respective parties hereto, and in payment of rental to be made by Tenant in the amount of One Dollar (\$1.00), and other good and valuable consideration which is hereby acknowledged by Landlord, Landlord has by these presents let, leased, rented and demised unto Tenant, its successors and assigns, and Tenant takes and hires from Landlord, that certain premises consisting of uncovered/surface parking located at 1807 1st Avenue, in the City of Anoka, all as more fully identified in the map attached hereto and made a part hereof as Exhibit A ("Premises").

2. **TERM.** The term of this Lease shall commence on the ___ day of _____, 2016 ("Commencement Date"), and shall continue in perpetuity ("Term") unless otherwise terminated as provided herein.

3. **USE OF THE PREMISES.** Tenant agrees that the Premises shall be used only for the parking of vehicles for the business of Tenant and Tenant's guests, customers and invitees ("Tenant's Vehicles"). Tenant shall be responsible for assuring that Tenant's Vehicles are parked only in the areas identified and let by this Lease. Parking of Tenant's Vehicles in any location other than as set forth herein is prohibited and may subject said vehicles to towing at the owner's expense.

4. **PROHIBITED USES OF THE PREMISES.** Tenant shall not have the right to use the Premises for any other purposes without the express written consent of the Landlord. Tenant shall abide by all applicable state and local laws and ordinances.

5. **POSSESSION.** Except as herein provided, Landlord shall deliver possession of the Premises in the condition required by this Lease on the Commencement Date, subject to unavoidable delays beyond Landlord's control.

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. 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.

7. **MAINTENANCE AND UPKEEP.** All maintenance and upkeep of the Premises shall be the sole responsibility of the Tenant. Tenant shall further keep the Premises in a neat and clean condition. Landlord may perform periodic maintenance on the Premises that may require Tenant to temporarily vacate the site. These maintenance activities may include, but not be limited to, reconstruction, mill and overlay, seal coating and striping. In the event Landlord determines, in its sole discretion, that such maintenance is necessary, Landlord shall provide Tenant with a written notice of said activities at least thirty (30) days prior to the start of said maintenance. Upon receipt of said notice, Tenant shall be required to assure that all areas to receive maintenance are free from vehicles. Tenant shall also be responsible for all Snow removal and Ice Control of the Premises, and shall be responsible to repair all damages caused by snow plowing activities.

8. **HAZARDOUS WASTES.** Tenant covenants that it shall not, at any time during the Term of this Lease, place, store, install upon, discharge, release or generate on, in or under the Premises, or allow to escape from the Premises, any pollutants or other toxic or hazardous substances, or containers or storage or processing facilities thereof (hereinafter collectively referred to as the "Hazardous Wastes").

9. **IMPROVEMENTS, ALTERATIONS, REMODELING, AND SIGNAGE.** Tenant will not make or permit anyone to make any alterations, decorations, additions or improvements, structural or otherwise, in or to the Premises, without the prior written consent of Landlord. Any such alterations, decorations, additions or improvements approved by Landlord shall be exclusively at Tenant's expense. Landlord reserves the right to review and either accept or reject Tenant's alteration or improvement plans, in its sole discretion.

10. **REAL ESTATE TAXES.** During Tenant's occupancy and use of the Premises, Tenant shall pay on or before May 15 and October 15 of each year, any and all real estate taxes attributable to the Premises for which Landlord would otherwise be obligated to pay. Tenant's obligation to pay said real estate taxes is contingent upon receiving timely and sufficient notification from Landlord as to the amount of said real estate taxes.

11. **ASSIGNMENT AND SUBLETTING.** Except as provided herein, Tenant will not assign, transfer, mortgage or encumber this Lease or sublet or rent or permit occupancy or use of the Premises, or any part thereof by any third party, without obtaining the prior written consent of Landlord; nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise without the prior written consent of Landlord. The consent by Landlord to any assignment or subletting shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any such assignee, subtenant or occupant constitute a waiver or release of Tenant of any covenant or obligation contained in this Lease, nor shall any such assignment or subletting be construed to relieve Tenant from obtaining the consent in writing of Landlord to any further assignment or subletting. Landlord's rights to assign this Lease are and shall remain unqualified. No assignment by Landlord shall release Tenant of any of its obligations under this Lease.

12. **FIRE AND OTHER CASUALTY DAMAGES.** If fire or other casualty shall render the Premises unusable, this Lease shall terminate, and any payments of real estate taxes for the year in which the Lease is terminated under this section shall be refunded by Landlord pro rata.

13. **TENANT INSURANCE.** Tenant agrees to purchase and to carry in full force, any and all insurance liability coverage it deems necessary, in its sole discretion, covering all acts of Tenant and its guests, customers and invitees.

14. **SURRENDER.** Upon the termination of this Lease, Tenant shall peaceably surrender the Premises in good condition and repair; reasonable wear and tear excepted, and shall at its expense remove all of its property from the Premises. Any property not removed shall be deemed abandoned. The provisions of this section shall survive the termination of this Lease.

15. **DEFAULT.** If Tenant shall fail to pay rent or real estate taxes as herein provided, although no legal or formal demand has been made therefore, or shall violate or fail to perform any of the other conditions, covenants or agreements herein made by Tenant, or shall violate or fail to obey any reasonable rules from time to time promulgated by Landlord, Landlord may, ten (10) days after written notice thereof to Tenant by Landlord, at the option of Landlord, terminate this Lease and said notice shall operate as a notice to Tenant to quit (any further notice to quit, or of Landlord's intention to re-enter being hereby expressly waived) and Landlord may proceed to recover possession under and by virtue of the provisions of the laws of the State of Minnesota, or by such other proceedings, including an unqualified right of re-entry and possession, as may be applicable.

16. **NON-WAIVER.** The failure of the Landlord to insist, in any one or more instances, upon a strict performance of any of the terms, covenants and conditions of this Lease, shall not be construed as a waiver, or a relinquishment for the future, of such term, covenant or condition, but the same shall continue and remain in full force and effect.

17. **LIABILITY.** Tenant agrees to save, hold harmless, and defend Landlord against any liability for damages to any person or property on or about the Premises. Landlord shall not be liable to Tenant, its agents, employees, representatives, customers, or invitees for any personal injury, death, or damage to property caused by theft, burglary, water, gas, electricity, fire, or for any other cause occurring on or about the Premises unless caused by the negligence or willful misconduct of landlord, its agents, employees, representatives, customers, or invitees. All property kept, stored, or maintained on the Premises shall be so kept, stored, or maintained at the sole risk of Tenant or its guests, customers or invitees and in a neat, clean and safe manner.

18. **WAIVER OF SUBROGATION.** Landlord and Tenant hereby mutually waive, as against each other, any claim or cause of action for any loss, cost, damage, or expense as a result of the occurrence of perils covered by any applicable insurance policy then in effect and covering the Premises, and extended coverage endorsements.

19. **MECHANIC'S LIENS.** Tenant agrees to pay promptly for any authorized improvements made by Tenant to the Premises. Tenant hereby covenants and agrees that Tenant will not permit or allow any mechanic or materialman's liens to be placed on the Premises. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Premise, the Tenant shall take all steps necessary to see that it is removed within thirty (30) days of its being filed.

20. **NO PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY.** Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between Landlord and Tenant, it being understood that the sole relationship created hereby is one of landlord and tenant.

21. **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, or if to a person not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner. Any party may change their address by giving notice in writing, stating their new address, to any 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.

22. **HEADINGS.** Headings or title of the paragraphs and subparagraphs are inserted solely for the convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect. Words of any gender used in this Lease shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

23. **BINDING ON SUCCESSORS AND ASSIGNS.** It is further expressly agreed and understood that all covenants and agreements herein made shall extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest, and assigns of the Landlord, and of the Tenant, as permitted above.

24. **AMENDMENT, MODIFICATION OR WAIVER.** No amendment, modification, or waiver of any condition, provision, or term of this Lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

25. **APPLICABLE LAW.** This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

26. **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 Lease and bind itself hereto through the party set forth as signatory for the party below.

27. **TERMINATION.** This Lease may be terminated by either party upon giving thirty (30) days written notice to the other party. If Landlord terminates this Lease prior to December 31st of any given year, Landlord shall be responsible to reimburse Tenant for real estate taxes paid by Tenant for that year, prorated from the date of termination.

28. **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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

LANDLORD:
BEEHIVE PARTNERS, LLC

Date: _____

By: _____

Its: _____

TENANT:
CITY OF ANOKA

Date: _____

By: _____

Its: _____

COUNCIL MEMO FORM

9.2

Meeting Date	August 15, 2016
Agenda Section	Ordinances and Resolutions
Item Description	ORD/Sale of property; 205/207 Fremont Street; Tim and Phoumma Hoffman (2nd reading)
Submitted By	Doug Borglund, Deputy Community Development Director

BACKGROUND INFORMATION:

This is the 2nd reading of an ordinance to approve the purchase agreement for sale of property known as 205/207 Fremont Street to Tim and Phoumma Hoffman. The City Council held the first reading of the purchase agreement at their August 1, 2016 meeting. There have been no changes to the proposed ordinance since the first reading.

In the spring of 2016, as part of a real estate transaction between the City of Anoka and Dennis and Beverly Medved the City of Anoka acquired a residential property known as 205/207 Fremont Street. Based on the assumed value of this property, the City contributed an additional \$200,000 as part of the property agreement with Dennis and Beverly Medved to complete the Riverplace Counseling Center real estate transaction. The subject property is an existing residential duplex, which currently has 1 renter. The second unit is currently vacant.

The subject property was listed in mid-July, 2016 with an asking price of \$220,000.00. The City has received a full price offer of \$220,000.00 contingent upon City Council's approval to enter into the purchase agreement. The City Attorney has reviewed the purchase agreement from a legal perspective and is satisfied.

Closing the deal is contingent upon the property appraising at \$220,000.00 or greater in value and a standard home inspection.

The proposed schedule is as follows:

August 1, 2016: First Reading of an ordinance to sell property to Tim and Phoumma Hoffman.

August 15, 2016: Second Reading of an ordinance to sell property to Tim and Phoumma Hoffman.

August 26, 2016: Real Estate Closing

FINANCIAL IMPACT:

The sale price is \$220,000.00 and is subject to closing costs and realtor fees.

COUNCIL REQUESTED ACTION:

Hold the Second Reading and adopt the ordinance to approve the purchase agreement for sale of property known as 205/207 Fremont Street to Tim and Phoumma Hoffman.



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 TIM AND PHOUMMA HOFFMAN
(205/207 Fremont Street)**

WHEREAS, the City of Anoka owns real property identified in the Purchase Agreement or Exhibit A; and

WHEREAS, Tim and Phoumma Hoffman 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 Tim and Phoumma Hoffman 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 15th day of August, 2016.

ATTEST:

Phil Rice, Mayor

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

Amy T. Oehlers, City Clerk

	Aye	Nay	Abstain	Absent
Rice	_____	_____	_____	_____
Anderson	_____	_____	_____	_____
Freeburg	_____	_____	_____	_____
Schmidt	_____	_____	_____	_____
Weaver	_____	_____	_____	_____

**ADDENDUM TO PURCHASE AGREEMENT:
COUNTEROFFER**

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1 Date 07/18/2016

2 Page 1 of 2

3 Addendum to Purchase Agreement between parties dated July 11th 20 16
4 pertaining to the purchase and sale of the Property located at 205 Fremont St
5 Anoka MN 55303

6 ***This Counteroffer does not include the terms or conditions in any previous Counteroffer(s).***

7 The Purchase Agreement is rejected and the following Counteroffer is hereby made. All terms and conditions remain
8 the same, as stated in the Purchase Agreement, except the following:

9 *(Select appropriate changes from original offer.)*

10 Sale price shall be \$ 220,000.00

11 Earnest money shall be a total of \$ _____

12 Cash of at least _____ percent (%) of the sale price, which includes the earnest money, PLUS;

13 Financing, the total amount secured against the Property to fund the purchase, not to exceed _____
14 percent (%) of the sale price.

15 Closing date shall be August 26 20 16

16 Seller agrees to complete all FHA/Lender required repairs, not to exceed \$ _____

17 Seller shall pay Buyer's closing costs, prepaids, insurance and _____
18 not to exceed \$ _____

19 Other:
20 **See attached addendum.**

21
22
23

24
25

26
27

 7-18-16
(Seller) (Date)

(Buyer)

28 
7/20/2016 7:07:25 PM CDT (Date)

7/20/2016 10:33:38 PM CDT (Date)
(Buyer) (Date)

29 **ATTACH ONLY THE FINAL COUNTEROFFER ADDENDUM TO THE PURCHASE AGREEMENT.**
30 **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
31 **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

ADDENDUM TO PURCHASE AGREEMENT

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1 Date 07/18/16

2 Page 2 of Counter Offer Addendum

3 Addendum to Purchase Agreement between parties, dated July 11th, 2016, pertaining to the
4 purchase and sale of the property at 205 Fremont St
5 Anoka, MN 55303

6 In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language
7 in this Addendum shall govern.

8 1. Offer is contingent on City of Anoka Council approval. If Council
9 does not approve Purchase Agreement, earnest money will be returned to
10 the Buyer and Buyer and Seller will sign a cancellation.

11 2. Deed provided by the Seller will be a Quit Claim Deed.

12 3. Line 68 of the purchase agreement should read as follows:
13 (e) rights of tenants as follows: Current tenants' Lease runs through
14 December 31, 2016.

15 4. Security deposit will be turned over to Buyer at closing and rent
16 will be prorated to the date of closing.

17 5. Buyer is aware that there is currently a tenant leasing the
18 property pursuant to a lease with Seller with a term that runs through
19 December 31, 2016. It is the understanding and intent of Buyer and
20 Seller that, through the purchase and sale of the property, Seller
21 shall be assigning, and Buyer shall be assuming, any and all rights and
22 obligations of Seller under said lease.

23 6. It is understood by Buyer and Seller that the property address is
24 205 and 207 Fremont St, Anoka MN 55303.

25
26
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32

 7-18-16
(Seller) (Date)

Authentisign
Jim Hoffman
7/20/2016 7:07:45 PM CDT
(Buyer) (Date)

Authentisign
Phaunma Hoffman
7/20/2016 10:33:40 PM CDT
(Buyer) (Date)

33 **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS.**
34 **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

PURCHASE AGREEMENT

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1. Date 7-11-16

2. Page 1 of _____

3. BUYER (S): Tim hoffman

4. Phouma Hoffman

5. Buyer's earnest money in the amount of _____

6. Five Thousand Dollars (\$ 5,000.00)

7. shall be delivered to listing broker no later than two (2) Business Days after Final Acceptance Date of this Purchase Agreement. Buyer and Seller agree that listing broker shall deposit any earnest money in the listing broker's trust account within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later.

11. Said earnest money is part payment for the purchase of the property located at

12. Street Address: 205 Fremont Street

13. City of Anoka, County of Anoka

14. State of Minnesota, legally described as

15. S 66 FT OF E 39 FT OF LOT 28 & S 66 FT OF LOT 29 AUDITORS SUBDIVISION NO 154

17. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, and lawn watering system; shed; storm sash, storm doors, screens and awnings; window shades, blinds; traverse, curtain, and drapery rods, valances, drapes, curtains, window coverings and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals; water softener; water treatment system; water heating systems, heating systems; air exchange system; radon mitigation system; sump pump; TV antenna/cable TV jacks and wiring/TV wall mounts; wall/ceiling-mounted speakers and mounts; carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, door and heatilators; **BUILT-INS:** dishwashers; refrigerators; wine/beverage refrigerators; trash compactors; ovens; cook-top stoves; warming drawers; microwave ovens; hood fans; shelving; work benches; intercoms; speakers; air conditioning equipment; electronic air filter; humidifier/dehumidifier; liquid fuel tanks (and controls); pool/spa equipment; propane tank (and controls); security system equipment; TV satellite dish; **AND** the following personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

31. Notwithstanding the foregoing, leased fixtures are not included.

32. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:

35. Seller has agreed to sell the Property to Buyer for the sum of (\$ 200,000.00)

36. Two Hundred Thousand Dollars,

37. which Buyer agrees to pay in the following manner:

38. 1. **CASH** of 20 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest money; PLUS

40. 2. **FINANCING** of 80 percent (%) of the sale price, which will be the total amount secured against this Property to fund this purchase.

42. Such financing shall be (check one) a first mortgage; a contract for deed; or a first mortgage with subordinate financing, as described in the attached Addendum:

44. Conventional FHA DVA Assumption Contract for Deed Other: _____

45. The date of closing shall be AUG 19, 20 16

PURCHASE AGREEMENT

46. Page 2 Date _____

47. Property located at 205 Fremont Street Anoka MN 55303

48. **SALE OF BUYER'S PROPERTY CONTINGENCY:** This Purchase Agreement IS **IS NOT** subject to an
-----*(Check one.)*-----

49. *Addendum to Purchase Agreement: Sale of Buyer's Property Contingency.* (If answer is **IS**, see attached *Addendum*.)
50. (If answer is **IS NOT**, the closing of Buyer's property, if any, may still affect Buyer's ability to obtain financing, if
51. financing is applicable.)

52. This Purchase Agreement IS **IS NOT** subject to cancellation of a previously written purchase agreement
-----*(Check one.)*-----

53. dated _____, 20_____. (If answer is **IS**, said cancellation shall be obtained no later than

54. _____, 20_____. If said cancellation is not obtained by said date, this Purchase Agreement

55. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation
56. and directing all earnest money paid hereunder to be refunded to Buyer.)

57. Buyer has been made aware of the availability of Property inspections. Buyer **Elects** **Declines** to have a
-----*(Check one.)*-----

58. Property inspection performed at Buyer's expense.

59. **INSPECTION CONTINGENCY:** This Purchase Agreement **IS** **IS NOT** subject to an *Addendum to Purchase*
-----*(Check one.)*-----

60. *Agreement: Inspection Contingency.* (If answer is **IS**, see attached *Addendum*.)

61. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a *(check one)*:

62. **Warranty Deed**, **Personal Representative's Deed**, **Contract for Deed**, **Trustee's Deed**, or

63. **Other:** _____ **Deed** joined in by spouse, if any, conveying marketable title, subject to

64. (a) building and zoning laws, ordinances, and state and federal regulations;

65. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

66. (c) reservation of any mineral rights by the State of Minnesota;

67. (d) utility and drainage easements which do not interfere with existing improvements;

68. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): _____

69. _____;and

70. (f) **others** (must be specified in writing): _____

71. _____

72. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
73. including all penalties and interest.

74. Buyer shall pay **PRORATED FROM DAY OF CLOSING** _____ **12ths OF** **ALL** **NO** real estate taxes due
-----*(Check one.)*-----

75. and payable in the year 20 16 .

76. Seller shall pay **PRORATED TO DAY OF CLOSING** _____ **12ths OF** **ALL** **NO** real estate taxes due and
-----*(Check one.)*-----

77. payable in the year 20 16 . If the closing date is changed, the real estate taxes paid shall, if prorated, be adjusted
78. to the new closing date. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller

79. **SHALL** **SHALL NOT** pay the difference between the homestead and non-homestead.
-----*(Check one.)*-----

80. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
81. is not otherwise herein provided. No representations are made concerning the amount of subsequent real estate taxes.

82. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**

83. **BUYER SHALL PAY** **SELLER SHALL PAY** on date of closing any deferred real estate taxes (e.g., Green
-----*(Check one.)*-----

84. Acres) or special assessments, payment of which is required as a result of the closing of this sale.

85. **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** **SELLER SHALL PAY ON**
-----*(Check one.)*-----

86. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and
87. payable in the year of closing.

PURCHASE AGREEMENT

88. Page 3 Date _____

89. Property located at 205 Fremont Street Anoka MN 55303
90. BUYER SHALL ASSUME SELLER SHALL PAY on date of closing all other special assessments levied as
 -----(Check one.)-----
91. of the date of this Purchase Agreement.
92. BUYER SHALL ASSUME SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as
 -----(Check one.)-----
93. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
 94. provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments
 95. or less, as required by Buyer's lender.)
96. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
 97. which is not otherwise herein provided.
98. As of the date of this Purchase Agreement, Seller represents that Seller HAS HAS NOT received a notice
 -----(Check one.)-----
99. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
 100. against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before closing
 101. shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on
 102. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
 103. for the payment of or assume the special assessments. In the absence of such agreement, either party may declare
 104. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
 105. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
 106. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
 107. directing all earnest money paid hereunder to be refunded to Buyer.
108. **POSSESSION:** Seller shall deliver possession of the Property no later than immediately after closing.
 109. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the Property
 110. by possession date.
111. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service
 112. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")
 113. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase
 114. Agreement.
115. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity and
 116. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
 117. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.
118. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:
 119. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if
 120. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
 121. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
 122. assisting Seller, upon cancellation of this Purchase Agreement; and
 123. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
 124. but not limited to title searches, title examinations, abstracting, a title insurance commitment or an attorney's
 125. title opinion at Buyer's selection and cost and provide a copy to Seller.
126. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs
 127. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the
 128. following:
 129. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional 30 days to
 130. make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In addition to
 131. the 30-day extension, Buyer and Seller may, by mutual agreement, further extend the closing date. Lacking such
 132. extension, either party may declare this Purchase Agreement canceled by written notice to the other party, or
 133. licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either
 134. party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of*
 135. *Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded
 136. to Buyer.

138. Property located at 205 Fremont Street Anoka MN 55303.

139. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
140. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
141. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording as
142. of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary lines
143. of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.

144. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
145. machinery, fixtures or tools furnished within the 120 days immediately preceding the closing in connection with
146. construction, alteration or repair of any structure on, or improvement to, the Property.

147. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
148. proceedings, or violation of any law, ordinance or regulation. If the Property is subject to restrictive covenants, Seller
149. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
150. such notices received by Seller shall be provided to Buyer immediately.

151. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage or acreage of land or improvements provided
152. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
153. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

154. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or
155. inspections agreed to herein.

156. **RISK OF LOSS:** If there is any loss or damage to the Property between the date hereof and the date of closing for any
157. reason, including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the Property
158. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option,
159. by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,
160. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
161. directing all earnest money paid hereunder to be refunded to Buyer.

162. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

163. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)
164. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)
165. ending at 11:59 P.M. on the last day.

166. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays or state or federal holidays unless
167. stated elsewhere by the parties in writing.

168. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the listing broker shall release earnest money from the
169. listing broker's trust account: 1) at or upon the successful closing of the Property; 2) pursuant to written agreement
170. between the parties, which may be reflected in a *Cancellation of Purchase Agreement* executed by both Buyer and
171. Seller; 3) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or 4) upon receipt of a court order.

172. **DEFAULT:** If Buyer defaults in any of the agreements herein, Seller may cancel this Purchase Agreement, and any
173. payments made hereunder, including earnest money, shall be retained by Seller as liquidated damages and Buyer
174. and Seller shall affirm the same by a written cancellation agreement.

175. If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement under the
176. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults
177. in any of the agreements hereunder or there exists an unfulfilled condition after the date specified for fulfillment, either
178. party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided herein that
179. this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation
180. under MN Statute 559.217, Subd. 4.

181. If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual
182. damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to
183. specific performance, such action must be commenced within six (6) months after such right of action arises.

PURCHASE AGREEMENT

184. Page 5 Date _____

185. Property located at 205 Fremont Street Anoka MN 55303

186. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
 187. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF**
 188. **THIS PURCHASE AGREEMENT.**

189. BUYER HAS RECEIVED A (check any that apply): DISCLOSURE STATEMENT: SELLER'S PROPERTY OR A
 190. DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.

191. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Seller's Property* or *Disclosure Statement:*
 192. *Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if any.

193. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**

194. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY
 195. AND ITS CONTENTS.

196. (Check appropriate boxes.)

197. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

198. CITY SEWER YES NO / CITY WATER YES NO

199. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

200. SELLER DOES DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
 (Check one.)

201. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*
 202. *Statement: Subsurface Sewage Treatment System*.)

203. **PRIVATE WELL**

204. SELLER DOES DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY.
 (Check one.)

205. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well*.)

206. THIS PURCHASE AGREEMENT IS IS NOT SUBJECT TO AN *ADDENDUM TO PURCHASE AGREEMENT:*
 (Check one.)

207. *SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.*

208. (If answer is **IS**, see attached *Addendum*.)

209. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
 210. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**
 211. **TREATMENT SYSTEM.**

212. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
 213. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained
 214. by contacting the local law enforcement offices in the community where the Property is located or the Minnesota
 215. Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at
 216. www.corr.state.mn.us.

217. **HOME PROTECTION/WARRANTY PLAN:** Buyer and Seller are advised to investigate the various home protection/
 218. warranty plans available for purchase. Different home protection/warranty plans have different coverage options,
 219. exclusions, limitations and service fees. Most plans exclude pre-existing conditions. (Check one.)

220. A Home Protection/Warranty Plan will be obtained by BUYER SELLER and paid for by
 (Check one.)

221. BUYER SELLER to be issued by _____ at a cost
 (Check one.)

222. not to exceed \$ _____.

223. No Home Protection/Warranty Plan is negotiated as part of this Purchase Agreement. However, Buyer may elect
 224. to purchase a Home Protection/Warranty Plan.

PURCHASE AGREEMENT

225. Page 6 Date _____

226. Property located at 205 Fremont Street Anoka MN 55303

227. **NOTICE**
228. Nathan D Gunn is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Licensee) _____
(Check one.)

229. Foundational Realty
(Real Estate Company Name)

230. Steven Ganz is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Licensee) _____
(Check one.)

231. Edina Realty, Inc
(Real Estate Company Name)

232. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

233. **DUAL AGENCY REPRESENTATION**

234. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

- 235. Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 236-252.*
- 236. Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 237-252.*

237. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
238. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
239. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
240. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
241. Seller(s) and Buyer(s) acknowledge that

- 242. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
- 243. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
- 244. information will be shared;
- 245. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
- 246. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
- 247. the sale.

248. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
249. and its salesperson to act as dual agents in this transaction.

250. Seller _____ Buyer _____

251. Seller _____ Buyer _____

252. Date _____ Date _____

253. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
254. cash outlay at closing or reduce the proceeds from the sale.

255. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
256. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
257. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
258. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

259. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
260. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
261. the closing and delivery of the deed.

262. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
263. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
264. identification numbers or Social Security numbers.

265. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
266. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
267. **compliance, as the respective licensee's representing or assisting either party will be unable to assure either**
268. **party whether the transaction is exempt from FIRPTA withholding requirements.**

PURCHASE AGREEMENT

269. Page 7 Date _____

270. Property located at 205 Fremont Street Anoka MN 55303

271. **ENTIRE AGREEMENT:** This Purchase Agreement and any addenda or amendments signed by the parties shall
272. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and
273. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
274. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Seller and
275. Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase
276. Agreement.

277. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this
278. transaction constitute valid, binding signatures.

279. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy
280. must be delivered.

281. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
282. for deed.

283. **OTHER:** _____

284. _____

285. _____

286. _____

287. _____

288. _____

289. _____

290. _____

291. _____

292. _____

293. _____

294. _____

295. _____

296. _____

297. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Purchase Agreement.

298. Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).

299. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement and should
300. not be part of the page numbering.

PURCHASE AGREEMENT

301. Page 8 Date _____

302. Property located at 205 Fremont Street Anoka MN 55303

303. I, the owner of the Property, accept this Purchase
304. Agreement and authorize the listing broker to withdraw
305. said Property from the market, unless instructed
306. otherwise in writing.
307. **I have reviewed all pages of this Purchase Agreement.**

I agree to purchase the Property for the price and on
the terms and conditions set forth above
**I have reviewed all pages of this Purchase
Agreement.**

308. If checked, this Agreement is subject to attached
309. **Addendum to Purchase Agreement: Counteroffer.**

310. **FIRPTA:** Seller represents and warrants, under penalty
311. of perjury, that Seller IS IS NOT a foreign person (i.e., a
----- (Check one.) -----

312. non-resident alien individual, foreign corporation, foreign
313. partnership, foreign trust, or foreign estate for purposes of
314. income taxation. (See lines 255-268.) This representation
315. and warranty shall survive the closing of the transaction
316. and the delivery of the deed.

317. X _____
(Seller's Signature) (Date)

X Tim Hoffman 7/14/16
(Buyer's Signature) (Date)

318. X _____
(Seller's Printed Name)

X Tim hoffman
(Buyer's Printed Name)

319. X _____
(Marital Status)

X _____ M
(Marital Status)

320. X _____
(Seller's Signature) (Date)

X [Signature] 7/11/16
(Buyer's Signature) (Date)

321. X _____
(Seller's Printed Name)

X Phouma Hoffman
(Buyer's Printed Name)

322. X _____
(Marital Status)

X _____ M
(Marital Status)

323. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
324. is the date on which the fully executed Purchase Agreement is delivered.

325. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
326. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

327. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE DISCLOSURE**
328. **STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT,**
329. **WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.**

330. SELLER(S) _____

BUYER(S) Tim Hoffman

331. SELLER(S) _____

BUYER(S) Phouma Hoffman

**ADDENDUM TO PURCHASE AGREEMENT:
CONVENTIONAL OR PRIVATELY INSURED
CONVENTIONAL MORTGAGE FINANCING**

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1. Date 7-11-16

2. Page _____

3. Addendum to Purchase Agreement between parties, dated 7-11, 20 16, pertaining to the
4. purchase and sale of the Property at 205 Fremont Street

5. Anoka MN 55303

6. Financing will be a **FIRST MORTGAGE only** **FIRST MORTGAGE AND SUBORDINATE FINANCING.**
(Check one.)

7. Buyer shall apply for and secure, at Buyer's expense, a
8. **CONVENTIONAL** **PRIVATELY INSURED CONVENTIONAL** FIXED First Mortgage
(Check one.) (e.g., fixed, ARM)

9. amortized monthly over a period of not more than 30 years, with an initial mortgage interest rate at
10. no more than MARKET RATE percent (%) per annum.

11. The mortgage application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date of this
12. Purchase Agreement. Buyer agrees to use best efforts to secure a commitment for such financing and to execute all
13. documents required to consummate said financing.

14. **SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:** Seller **IS** **IS NOT** contributing to Buyer's costs. If **IS**, see
(Check one.)
15. attached *Seller's Contributions to Buyer's Costs Addendum*.

16. **FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies to the first
17. mortgage and any subordinate financing.
18. (Check one.)

19. If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
20. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
21. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money to be
22. **REFUNDED TO BUYER** **FORFEITED TO SELLER.**
(Check one.)

23. Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
24. or before Aug. 12, 20 16.

25. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's mortgage
26. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
27. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
28. appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close
29. the loan.

30. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the responsibility
31. for satisfying all conditions, except work orders, required by mortgage originator(s) or lender(s) are deemed
32. accepted by Buyer. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the
33. stated closing date for ANY REASON relating to financing, other than Seller's failure to complete work orders to
34. the extent required by this Purchase Agreement, including but not limited to interest rate and discount points, if
35. any, Seller may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement
36. is canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
37. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder
38. to be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by
39. law.



a Berkshire Hathaway affiliate

ADDENDUM TO PURCHASE AGREEMENT:
CONVENTIONAL OR PRIVATELY INSURED
CONVENTIONAL MORTGAGE FINANCING

40. Page _____

41. Property located at 205 Fremont Street Anoka MN 55303

42. If the Written Statement is not provided by the date specified on line 24, Seller may, at Seller's option, declare this
43. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
44. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,
45. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and
46. directing all earnest money paid hereunder to be refunded to Buyer.

47. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
48. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
49. shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest
50. money paid hereunder to be refunded to Buyer.

51. PRIVATE MORTGAGE INSURANCE ("PMI"): PMI may be required by the lending institution(s). Buyer agrees to pay
52. all subsequent years' mortgage insurance premiums as required by the lending institution(s). The said mortgage
53. insurance premiums will increase the mortgage amount unless paid in cash at closing.

54. LOCKING OF MORTGAGE INTEREST RATE ("RATE"): The Rate shall be locked with the lender(s) by Buyer
55. (check one):

56. [] WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE OF THIS PURCHASE AGREEMENT; OR

57. [X] AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).

58. LENDER COMMITMENT WORK ORDERS: Nothing in this Purchase Agreement shall be construed as a warranty
59. that Seller shall make repairs required by the lender commitment. However, Seller agrees to pay up to
60. \$ 0 to make repairs as required by the lender commitment. If the lender commitment
61. is subject to any work orders for which the cost of making said repairs shall exceed this amount, Seller shall have the
62. following options:

- 63. (a) making the necessary repairs; or
64. (b) negotiating the cost of making said repairs with Buyer; or
65. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
66. shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest
67. money paid hereunder to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or
68. escrow amounts related thereto above the amount specified on line 60 of this Addendum.

69. [] SELLER [] BUYER agrees to pay any reinspection fee required by Buyer's lender(s).
(Check one.)

70. OTHER: PURCHASE MUST APPRAISE AT OR ABOVE PURCHASE
71. PRICE. IN THE EVENT PROPERTY DOESN'T APPRAISE BUYER MAY
72. CANCEL AND ALL EARNEST MONEY WILL BE RETURNED

75. (Seller) _____ (Date) _____ (Buyer) Tim Hoffman 7/11/16 (Date)

76. (Seller) _____ (Date) _____ (Buyer) Phouma Hoffman 7/11/16 (Date)

77. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
78. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



**ADDENDUM TO PURCHASE AGREEMENT:
INSPECTION CONTINGENCY**

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- 1. Date 7-11-16
- 2. Page _____

3. **THE PROPERTY, IF NOT NEW, CANNOT BE EXPECTED TO BE IN NEW CONDITION.**
 4. **ROUTINE MAINTENANCE ITEMS ARE NOT PART OF THIS ADDENDUM.**

5. Addendum to Purchase Agreement between parties, dated 7-11, 2016, pertaining
 6. to the purchase and sale of the Property at 205 Fremont Street
 7. Anoka MN 55303

8. This Purchase Agreement is contingent upon any inspection(s) of the Property obtained by Buyer to determine its
 9. condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Agreement.

10. Any inspection(s) shall be done by an Inspector(s) of Buyer's choice. The Inspector(s) should be qualified to do the
 11. inspection(s), as evidenced by a license or professional designation. **Buyer shall satisfy Buyer as to the qualifications**
 12. **of the Inspector(s).**

13. Said inspection(s) shall be at Buyer's sole expense.

14. Seller agrees to make the Property reasonably available for said inspection(s).

15. Any inspection(s) or test(s) done by FHA, DVA or any other governmental unit shall be done and paid for in accordance
 16. with the applicable regulations and are not part of this Addendum.

17. Buyer shall not have the right to do intrusive testing without the prior written authorization of Seller.

18. For purposes of this form, "intrusive testing" shall mean any testing, inspection(s) or investigation(s) that changes the
 19. Property from its original condition or otherwise damages the Property.

20. Seller DOES DOES NOT agree to allow Buyer to perform intrusive testing or inspection(s).

 (Check one.)

21. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's
 22. intrusive testing at Buyer's sole expense.

23. **For the purposes of this Addendum, "Business Days" shall end at 11:59 p.m. and do not include Saturdays,**
 24. **Sundays and state and federal holidays.**

25. All inspection(s) shall be done within 5 Business Days of Final Acceptance Date of this Purchase Agreement.

26. Buyer shall have these options following inspection(s):

27. (1) If Buyer, or licensee representing or assisting Buyer, identifies any issues pertaining to the Property resulting
 28. from the inspection(s) and intends to negotiate the identified issues with Seller, then Buyer, or licensee
 29. representing or assisting Buyer, shall notify Seller, or licensee representing or assisting Seller, in writing,
 30. describing the issues and proposed remedy, within 2 Business Days after expiration of the time
 31. period specified on line 25.

32. If Buyer, or licensee representing or assisting Buyer, notifies Seller, or licensee representing or assisting
 33. Seller, of the identified issues and proposed remedy, and if within 2 Business Days after such
 34. notice Buyer and Seller have not agreed in writing to a remedy of the identified issues, this Purchase Agreement
 35. is canceled without further notice required. Buyer and Seller shall immediately sign a *Cancellation of*
 36. *Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to be
 37. refunded to Buyer, and thereafter neither party shall have any further liability to the other.

38. (2) Notwithstanding any provision to the contrary or any notice given, Buyer may unilaterally waive any issues,
 39. providing that Buyer, or licensee representing or assisting Buyer, notifies Seller, or licensee representing or
 40. assisting Seller, of waiver in writing, within the time specified on line 33.



ADDENDUM TO PURCHASE AGREEMENT:
INSPECTION CONTINGENCY

41. Page _____

42. Property located at 205 Fremont Street Anoka

43. (3) Notwithstanding any other provision of this Purchase Agreement, Buyer may, based on the inspection(s),
44. declare this Purchase Agreement canceled by written notice to Seller, or licensee representing or assisting
45. Seller, within 2 Business Days after expiration of the time period specified on line 25, in which case
46. this Purchase Agreement is canceled.

47. In the event Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign
48. a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid
49. hereunder to be refunded to Buyer.

50. If Buyer fails to have the inspection(s) performed within the time specified in line 25, or does not notify Seller, or licensee
51. representing or assisting Seller, of Buyer's decision within the time specified in lines 30 and 45, then this Contingency
52. shall be deemed removed and this Purchase Agreement shall be in full force and effect.

53. Seller, or licensee representing or assisting Seller, [X] SHALL [] SHALL NOT have the right to continue to offer
54. the Property for sale until this Contingency is removed.
(Check one.)

55. OTHER:

56. _____
57. _____
58. _____
59. _____
60. _____
61. _____
62. _____
63. _____

64. _____ (Seller) _____ (Date)
[Signature: Tim Hoffman] 7/11/16
(Buyer) Tim Hoffman (Date)

65. _____ (Seller) _____ (Date)
[Signature: Phouma Hoffman] 7/11/16
(Buyer) Phouma Hoffman (Date)

66. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
67. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

1. Date _____

2. IN CONSIDERATION OF THE PAYMENT OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION,
3. receipt of which is hereby acknowledged, _____ of the county of _____

(Seller)

4. _____ Anoka _____, State of Minnesota, hereby agrees to sell and convey to

5. Tim hoffman _____ Phouma Hoffman _____ the following

(Buyer)

6. described Goods, Chattels and Personal Property:

2 REFRIGERATORS

2 RANGES

2 WASHERS

2 DRYERS

7. The sale and conveyance of the above Personal Property is subject to the successful closing of the Purchase Agreement between
8. the parties dated _____, _____ pertaining to the purchase of the property at

(Year)

9. 205 Fremont Street _____ Anoka MN 55303

10. In the event the sale of the above described property does not close, this Agreement shall become null and void, with the parties

11. having no further obligation to perform any terms of this Agreement.

12. Seller hereby covenants and warrants that seller is the lawful owner of said Personal Property, and that said Personal Property will be free
13. and clear from all encumbrances at the time of sale. It is understood the Buyer accepts the Personal Property "as is." Upon the successful
14. closing of the real estate sale of the above referenced Personal Property, the seller will deliver a Bill of Sale to the Buyer for the above
15. Personal Property.

16. _____
(Seller) (Date)

Tim Hoffman _____ 7/11/16
(Buyer) Tim Hoffman (Date)

17. _____
(Seller) (Date)

Phouma Hoffman _____ 7/11/16
(Buyer) Phouma Hoffman (Date)

18. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS**
19. ER 116 (5/14) **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL**

**DISCLOSURE STATEMENT: ARBITRATION
DISCLOSURE AND RESIDENTIAL REAL
PROPERTY ARBITRATION AGREEMENT**

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1. Page 1

2. **ARBITRATION DISCLOSURE**

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use
4. or enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing
5. to binding arbitration, **you give up your right to go to court.** By signing the RESIDENTIAL REAL PROPERTY
6. ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on page two (2), you agree to binding arbitration under the
7. Residential Real Property Arbitration System ("Arbitration System") administered by National Center for Dispute Settlement
8. ("NCDS") and endorsed by the Minnesota Association of REALTORS® ("MNAR"). The ARBITRATION AGREEMENT is
9. enforceable only if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers.
10. The ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. **Your *Purchase Agreement* will still be
11. valid whether or not you sign the ARBITRATION AGREEMENT.**

12. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It
13. is not government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS
14. and the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of
15. NCDS.

16. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding
17. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims
18. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under
19. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to
20. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that
21. regulates the real estate profession, about licensee compliance with state law.

22. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more
23. than initial court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed
24. in conciliation court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive
25. to arbitrate disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The
26. right to appeal an arbitrator's award is very limited compared to the right to appeal a court decision.

27. **A request for arbitration must be filed within 24 months of the date of the closing on the property or
28. else the claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month
29. limitation period provided herein.**

30. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with
31. NCDS. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator
32. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request
33. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,
34. architecture, engineering, construction or other related fields.

35. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days
36. in advance. A party may be represented by a lawyer at the hearing, at the party's own expense, if he or she gives five
37. (5) days advance notice to the other party and to NCDS. Each party may present evidence, including documents or
38. testimony by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must
39. be in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the
40. parties' agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying
41. an award. The arbitrator may require the party who does not prevail to pay the administrative fee.

42. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general
43. overview of the Arbitration System rules.** For specific information regarding the administrative fee, please see the
44. Fee Schedule located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling
45. (866) 777-8119 or (866) 727-8119 or on the Web at www.ncdsusa.org or from your REALTOR®. If you have any questions
46. about arbitration, call NCDS at (866) 777-8119 or (866) 727-8119 or consult a lawyer.



a Berkshire Hathaway affiliate

DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

47. Page 2

48. THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.
49. READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.
50. RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

51. For the property located at 205 Fremont Street

52. City of Anoka, County of Anoka, State of Minnesota.

53. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
54. enjoyment of the property, excluding disputes related to title issues of the property covered by the Purchase Agreement
55. dated , 20 , including claims of fraud, misrepresentation, warranty and
56. negligence, shall be settled by binding arbitration. National Center for Dispute Settlement shall be the arbitration service
57. provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of REALTORS®
58. shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect at the time the
59. Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one (1). This
60. Agreement shall survive the delivery of the deed or contract for deed in the Purchase Agreement. This Agreement is
61. only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to
62. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a
63. broker shall bind the broker and all licensees of that broker.

64. (Seller's Signature) (Date) (Buyer's Signature) Tim Hoffman 7/11/16 (Date)

65. (Seller's Printed Name) (Buyer's Printed Name) Tim hoffman

66. (Seller's Signature) (Date) (Buyer's Signature) Phouma Hoffman 7/11/16 (Date)

67. (Seller's Printed Name) (Buyer's Printed Name) Phouma Hoffman

68. (Licensee Representing or Assisting Seller) (Date) Nathan D Gunn (Licensee Representing or Assisting Buyer) (Date) Steven Ganz

69. Foundational Realty (Company Name) Edina Realty, Inc (Company Name)

70. THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT
71. BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.

MN:DS:ADRAA-2 (8/14)

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

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- 1. Date 06/17/2016
- 2. Page 1 of 7 pages: RECORDS AND
- 3. REPORTS, IF ANY, ARE ATTACHED HERETO AND
- 4. MADE A PART HEREOF

5. Property located at 205 Fremont St
6. City of Anoka, County of Anoka, State of Minnesota.

7. **NOTICE:** Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes
8. 513.52 through 513.60. **To comply with the statute, Seller must provide either a written disclosure to the**
9. **prospective Buyer (see Disclosure Statement: Seller's Property Disclosure Statement) or satisfy one of the**
10. **following two options.** Disclosures made herein, if any, are not a warranty or guarantee of any kind by Seller or
11. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or
12. warranties the party(ies) may wish to obtain.

13. *(Select one option only.)*

14. 1) **QUALIFIED THIRD-PARTY INSPECTION:** Seller shall provide to prospective Buyer a written report that
15. discloses material information relating to the real property that has been prepared by a qualified third party.
16. "Qualified third party" means a federal, state or local governmental agency, or any person whom Seller or
17. prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice
18. for the type of inspection or investigation that has been conducted by the third party in order to prepare the
19. written report.

20. **Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information**
21. **that is included in a written report, or material facts known by Seller that are not included in the**
22. **report.**

23. The inspection report was prepared by _____
24. _____
25. and dated _____, 20_____.

26. Seller discloses to Buyer the following material facts known by Seller that contradict any information included
27. in the above referenced inspection report.
28. _____
29. _____
30. _____

31. Seller discloses to Buyer the following material facts known by Seller that are not included in the above
32. referenced inspection report.
33. _____
34. _____
35. _____

36. 2) **WAIVER:** The written disclosure required may be waived if Seller and prospective Buyer agree in writing. Seller
37. and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.

38. **NOTE:** If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under
39. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller
40. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any
41. intended use of the property, other than those disclosure requirements created by any other law. Seller is
42. not obligated to update Buyer on any changes made to material facts of which Seller is aware that could
43. adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the
44. property that occur, other than those disclosure requirements created by any other law.

45. **Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit or**
46. **abridge any obligation for Seller disclosure created by any other law.**

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

47. Page 2

48. Property located at 205 Fremont St Anoka MN 55303

49. **OTHER REQUIRED DISCLOSURES:**

50. **NOTE:** In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also
51. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.
52. Additionally, there may be other required disclosures by federal, state, local or other governmental entities
53. that are not listed below.

54. **A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** (A subsurface sewage treatment system
55. disclosure is required by MN Statute 115.55.) (Check appropriate box.)

56. Seller certifies that Seller **DOES** **DOES NOT** know of a subsurface sewage treatment system on or serving
57. the above-described real property. (If answer is **DOES**, and the system does not require a state permit, see
58. *Disclosure Statement: Subsurface Sewage Treatment System.*)

59. There is a subsurface sewage treatment system on or serving the above-described real property.
60. (*See Disclosure Statement: Subsurface Sewage Treatment System.*)

61. There is an abandoned subsurface sewage treatment system on the above-described real property.
62. (*See Disclosure Statement: Subsurface Sewage Treatment System.*)

63. **B. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 1031.235.)
64. (Check appropriate box.)

65. Seller certifies that Seller does not know of any wells on the above-described real property.

66. Seller certifies there are one or more wells located on the above-described real property.
67. (*See Disclosure Statement: Well.*)

68. Are there any wells serving the above-described property that are not located on the property? Yes No

69. To your knowledge, is the property in a Special Well Construction Area? Yes No

70. Comments: _____

71. _____

72. **C. VALUATION EXCLUSION DISCLOSURE:** (Required by MN Statute 273.11, Subd. 18)

73. There **IS** **IS NOT** an exclusion from market value for home improvements on this property. Any valuation
74. exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes
75. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax
76. consequences.

77. Additional comments: _____

78. _____

79. **D. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
80. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
81. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.

82. Seller represents that Seller **IS** **IS NOT** a foreign person (i.e., a non-resident alien individual, foreign corporation,
83. foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall
84. survive the closing of any transaction involving the property described herein.

85. **NOTE:** If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the
86. transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In
87. non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.

88. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring
89. Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal
90. Revenue Code.

91. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility
92. for withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding**
93. **FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to**
94. **assure either party whether the transaction is exempt from the FIRPTA withholding requirements.**

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

95. Page 3

96. Property located at 205 Fremont St Anoka MN 55303

97. **E. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

98. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

99. Seller is not aware of any methamphetamine production that has occurred on the property.

100. Seller is aware that methamphetamine production has occurred on the property.

101. (See Disclosure Statement: Methamphetamine Production.)

102. **F. RADON DISCLOSURE:**

103. (The following Seller disclosure satisfies MN Statute 144.496.)

104. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL
105. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having
106. the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily
107. be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

108. Every buyer of any interest in residential real property is notified that the property may present exposure to
109. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.
110. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading
111. cause overall. The seller of any interest in residential real property is required to provide the buyer with any
112. information on radon test results of the dwelling.

113. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
114. Department of Health's publication entitled *Radon in Real Estate Transactions*, which is attached hereto and
115. can be found at www.health.state.mn.us/divs/eh/indoorair/radon/rnrealestateweb.pdf.

116. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts
117. pertaining to radon concentrations in the property, is liable to the Buyer. A buyer who is injured by a violation of MN
118. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by
119. the court. Any such action must be commenced within two years after the date on which the buyer closed the
120. purchase or transfer of the real property.

121. **SELLER'S REPRESENTATIONS:** The following are representations made by Seller to the extent of Seller's actual
122. knowledge.

123. (a) Radon test(s) HAVE HAVE NOT occurred on the property.

(Check one.)

124. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE:** Seller shall attach the most
125. current records and reports pertaining to radon concentration within the dwelling:

126. _____

127. _____

128. _____

129. (c) There IS IS NOT a radon mitigation system currently installed on the property.

(Check one.)

130. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system
131. description and documentation.

132. _____

133. _____

134. _____

135. **G. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The property may be in or near an airport safety zone
136. with zoning regulations adopted by the governing body that may affect the property. Such zoning regulations are
137. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
138. zoning regulations affect the property, you should contact the county recorder where the zoned area is located.

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

139. Page 4

140. Property located at 205 Fremont St Anoka MN 55303

141. **H. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**

142. MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping
143. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the
144. sale of the home.

145. **I. WATER INTRUSION AND MOLD GROWTH:** Studies have shown that various forms of water intrusion affect many
146. homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture leaving the
147. home.

148. Examples of exterior moisture sources may be
149. • improper flashing around windows and doors,
150. • improper grading,
151. • flooding,
152. • roof leaks.

153. Examples of interior moisture sources may be
154. • plumbing leaks,
155. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
156. • overflow from tubs, sinks or toilets,
157. • firewood stored indoors,
158. • humidifier use,
159. • inadequate venting of kitchen and bath humidity,
160. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
161. • line-drying laundry indoors,
162. • houseplants—watering them can generate large amounts of moisture.

163. In addition to the possible structural damage water intrusion may do to the property, water intrusion may also result
164. in the growth of mold, mildew and other fungi. Mold growth may also cause structural damage to the property.
165. Therefore, it is very important to detect and remediate water intrusion problems.

166. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans.
167. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems,
168. particularly in some immunocompromised individuals and people who have asthma or allergies to mold.

169. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
170. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having
171. the property inspected for moisture problems before entering into a purchase agreement or as a condition of your
172. purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the
173. property.

174. For additional information about water intrusion, indoor air quality, moisture or mold issues, please view the
175. Minnesota Association of REALTORS® Desktop Reference Guide at www.mnrealtor.com.

176. **J. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory
177. offender registry and persons registered with the predatory offender registry under MN Statute 243.166
178. may be obtained by contacting the local law enforcement offices in the community where the property is
179. located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections
180. web site at www.corr.state.mn.us.

MN:DS:SDA-4 (8/15)

Instanet

DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES

181. Page 5

182. Property located at 205 Fremont St Anoka MN 55303

183. K. SELLER'S STATEMENT:

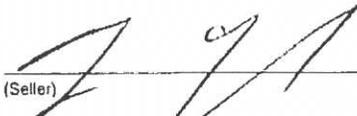
184. (To be signed at time of listing.)

185. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
186. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the
187. property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a
188. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a
189. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is
190. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must
191. provide a copy to the prospective buyer.

192. **QUALIFIED THIRD-PARTY INSPECTION:** If Seller has made a disclosure under the Qualified Third-Party
193. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware
194. that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of
195. the property that occur up to the time of closing. To disclose new or changed facts, please use the *Amendment to*
196. *Disclosure Statement* form.

197. **WAIVER:** If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose
198. and will NOT disclose any new or changed information regarding facts.

199. **OTHER REQUIRED DISCLOSURES (Sections A-F):** Whether Seller has elected a Qualified-Third Party Inspection
200. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required
201. Disclosures up to the time of closing. To disclose new or changed facts, please use the *Amendment to Seller's*
202. *Disclosure* form.

203.  6-16-2016 _____
(Seller) (Date) (Seller) (Date)

204. L. BUYER'S ACKNOWLEDGEMENT:

205. (To be signed at time of purchase agreement.)

206. I/We, the Buyer(s) of the property, acknowledge receipt of this *Seller's Disclosure Alternatives* form and agree to
207. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have
208. been made, other than those made in this form. This Disclosure Statement is not a warranty or a guarantee of
209. any kind by Seller or licensee representing or assisting any party in the transaction and is not a suitable substitute
210. for any inspections or warranties the party(ies) may wish to obtain.

211. The information disclosed is given to the best of the Seller's knowledge.

212.  7/11/16  7/11/16
(Buyer) (Date) (Buyer) (Date)

213. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HEREIN AND ARE
214. NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.

MN:DS:SDA-5 (8/15)

Instant:

Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless, odorless and tasteless radioactive gas that can seep into homes from the soil. When inhaled, it can damage the lungs. Long-term exposure to radon can lead to lung cancer. About 21,000 lung cancer deaths each year in the United States are caused by radon.

The only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates 2 in 5 homes exceed the 4.0 pCi/L action level. Whether a home is old or new, **any home can have high levels of radon.**

The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.

Disclosure Requirements



Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota. **Before signing a purchase agreement to sell or transfer residential real property**, the seller shall provide this publication and shall disclose in writing to the buyer:

1. whether a radon test or tests have occurred on the property;
2. the most current records and reports pertaining to radon concentrations within the dwelling;
3. a description of any radon levels, mitigation, or remediation;
4. information on the radon mitigation system, if a system was installed; and
5. a radon warning statement.

MDH Minnesota
Department of Health

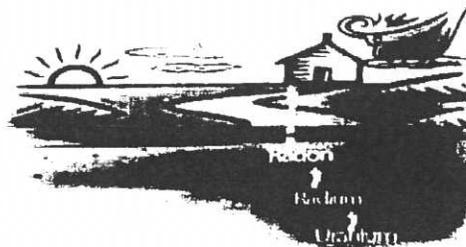
INDOOR AIR UNIT

Radon Facts

How dangerous is radon? Radon is the number one cause of lung cancer in non-smokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

Where is your greatest exposure to radon? For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

What is the recommended action based on my results? If the average radon in the home is at or above 4.0 pCi/L, the home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk.



MDH Radon Program
PO Box 64975
St Paul, MN 55164-0975
health.Indoor@state.mn.us
www.health.state.mn.us/radon
651-201-4601
800-798-9050

Radon Testing

Any test lasting less than three months requires **closed-house conditions**. Keep all windows and doors closed, except for normal entry and exit.

Before testing: Begin closed-house conditions at least 12 hours before the start of the radon test.

During testing: Maintain closed-house conditions during the entire duration of the short-term test. Operate home heating or cooling systems normally during the test. Test for at least 48 hours.

Where should the test be conducted? Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. This is typically in the basement, whether finished or unfinished.

Place the test kit:

- twenty inches to six feet above the floor
- at least three feet from exterior walls
- four inches away from other objects
- in a location where it won't be disturbed
- not in enclosed areas or areas of high heat or humidity

Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a certified radon mitigation professional.

Radon mitigation is the process used to reduce radon concentrations in buildings. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system should reduce levels to below 4.0 pCi/L, if not lower.

After a radon mitigation system is installed perform an independent short-term test to ensure the reduction system is effective. Operate the radon system during the entire test. This test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

Radon Warning Statement

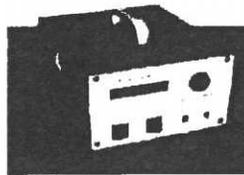
"The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling".

How are radon tests conducted in real estate transactions? There are special protocols for radon testing. The two most common ways to test are either using a calibrated continuous radon monitor (CRM) or two-short term test kits used at the same time. The short-term test kits are placed 4 inches apart and the results are averaged.

Continuous Radon Monitor (CRM)

Fastest



Simultaneous Short-term Testing

Second Fastest



All radon tests should be conducted by a certified professional. This ensures the test was conducted properly, in the correct location, and under appropriate building conditions. A list of these radon measurement professionals can be found at MDH's Radon website. If the seller previously conducted testing in a property at or above 4 pCi/L, the home should be mitigated.

COUNCIL MEMO FORM

9.3

Meeting Date	August 15, 2016
Agenda Section	Ordinances & Resolutions
Item Description	2017 SRP Projects: RES/2017 Brisbin Area SRP; Authorize Feasibility Study RES/2017 Christian Hills SRP; Authorize Feasibility Study
Submitted By	Ben Nelson, Engineering Technician

BACKGROUND INFORMATION

Now that the 17th year of the Street Renewal Program (SRP) is nearing completion, we must consider the proposed program for 2017. The goal each year is to select the upcoming street segments in the summer so that the preliminary survey information can be acquired prior to snowfall. This will allow the winter months for engineering design, public meetings, and public hearings.

Prior to discussing the proposed 2017 program, I would like to provide the council a few statistics about what has been completed in the past seventeen years of the Street Renewal Program:

- 21.8 miles of 60-70 year old watermain and sanitary sewer has been reconstructed.
- 1,304 parcels have had new services installed to the right-of-way.
- 17.6 miles of city streets have been reconstructed or 26% of the 68.54 miles city streets.
- 8 miles of sidewalks replaced.
- \$6,818,900 invested on storm sewer and storm water quality improvements.
- Total investment in our infrastructure and neighborhoods of approximately \$31,900,000.

The proposed program for 2017 is proposed to be two separate projects for a total of 2.02 miles of street reconstruction. The 2017 Brisbin Area SRP project will continue the proposed 4 year duration of the Street Renewal Program for the neighborhood north of South Street, and east of Seventh Avenue. The 0.70 miles of streets that are proposed to be included for study within the 2017 Brisbin Area SPR feasibility report are shown on Exhibit 1 and are as follows:

<u>Street</u>	<u>Segment</u>
Tenth Avenue	121 st Avenue to Jefferson Street
Adams Street	10 th Avenue to east City Limits
Brisbin Street	9 th Avenue to 10 th Avenue (Brisbin Park)
Washington Street	9 th Avenue to east City Limits

The 2017 Christian Hills SRP project will be in the neighborhood south of Jefferson Street, and west of Firth Avenue. The 1.32 miles of streets that are proposed to be included for study within the 2017 Christian Hills SPR feasibility report are shown on Exhibit 2 and are as follows:

<u>Street</u>	<u>Segment</u>
Third Avenue	Washington Street to Monroe Street
Fourth Avenue	Washington Street to Monroe Street
Adams Street	2 nd Avenue to 4 th Avenue
Cross Street	4 th Avenue to 5 th Avenue
Madison Street	2 nd Avenue to 5 th Avenue
Military Road	4 th Avenue to 5 th Avenue
Washington Street	4 th Avenue to 5 th Avenue

These feasibility reports are the first step in the Chapter 429 assessment process, and it will outline the proposed improvements, project costs, preliminary assessments, as well as the feasibility of the proposed projects. Prior to the completion of the feasibility reports, staff will hold informational “neighborhood” meetings for the projects. Following the meetings the feasibility report will be ready for Council review.

FIVE-YEAR SRP PLAN

These projects are in compliance with the City's current proposed five-year plan with which Council is familiar. The attached updated five-year plan shows the proposed Street Renewal Program locations and future Street Surface Improvement Projects. This updated proposed plan reflects planned and recommended new neighborhoods, as well as current budget considerations. Generally, it will be our intention to concentrate our efforts in the neighborhood north of South Street, and east of Seventh Avenue as shown on the *Future Street Renewal Program Proposed Project Location Map*.

FINANCIAL IMPACT

These feasibility reports will detail the proposed project's costs and funding sources.

COUNCIL ACTION REQUESTED

It is recommended that the City Council adopts the attached resolutions authorizing the preparation of a feasibility reports for the 2017 Brisbin Area SRP project and the 2017 Christian Hills SRP project.

There are two resolutions to be adopted related to this memo.



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2016-XX

**RESOLUTION FOR THE 2017 BRISBIN AREA SRP; AUTHORIZE
FEASIBILITY STUDY**

WHEREAS, it is proposed to improve the following streets:

<u>Street</u>	<u>Segment</u>
Tenth Avenue	121 st Avenue to Jefferson Street
Adams Street	10 th Avenue to east City Limits
Brisbin Street	9 th Avenue to 10 th Avenue
Washington Street	9 th Avenue to east City Limits

by reconstructing the streets and upgrading the sanitary sewers, water mains and storm sewers;
and

WHEREAS, the Anoka City Council may assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anoka, Anoka County, Minnesota as follows:

That the proposed improvement be referred to the Public Services Director/City Engineer for study; and that he is instructed to report to the Council with all convenient speed, advising the Council in a preliminary way as to whether the proposed improvement is feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted this by the Anoka City Council this the 15th day of August, 2016.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2016-XX

**RESOLUTION FOR THE 2017 CHRISTIAN HILLS SRP; AUTHORIZE
FEASIBILITY STUDY**

WHEREAS, it is proposed to improve the following streets:

<u>Street</u>	<u>Segment</u>
Third Avenue	Washington Street to Monroe Street
Fourth Avenue	Washington Street to Monroe Street
Adams Street	2 nd Avenue to 4 th Avenue
Cross Street	4 th Avenue to 5 th Avenue
Madison Street	2 nd Avenue to 5 th Avenue
Military Road	4 th Avenue to 5 th Avenue
Washington Street	4 th Avenue to 5 th Avenue

by reconstructing the streets and upgrading the sanitary sewers, water mains and storm sewers;
and

WHEREAS, the Anoka City Council may assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anoka, Anoka County, Minnesota as follows:

That the proposed improvement be referred to the Public Services Director/City Engineer for study; and that he is instructed to report to the Council with all convenient speed, advising the Council in a preliminary way as to whether the proposed improvement is feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted this by the Anoka City Council this the 15th day of August, 2016.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor



**2017 BRISBIN AREA SRP
PROPOSED PROJECT LOCATION MAP**



AUGUST 2016

EXHIBIT 1



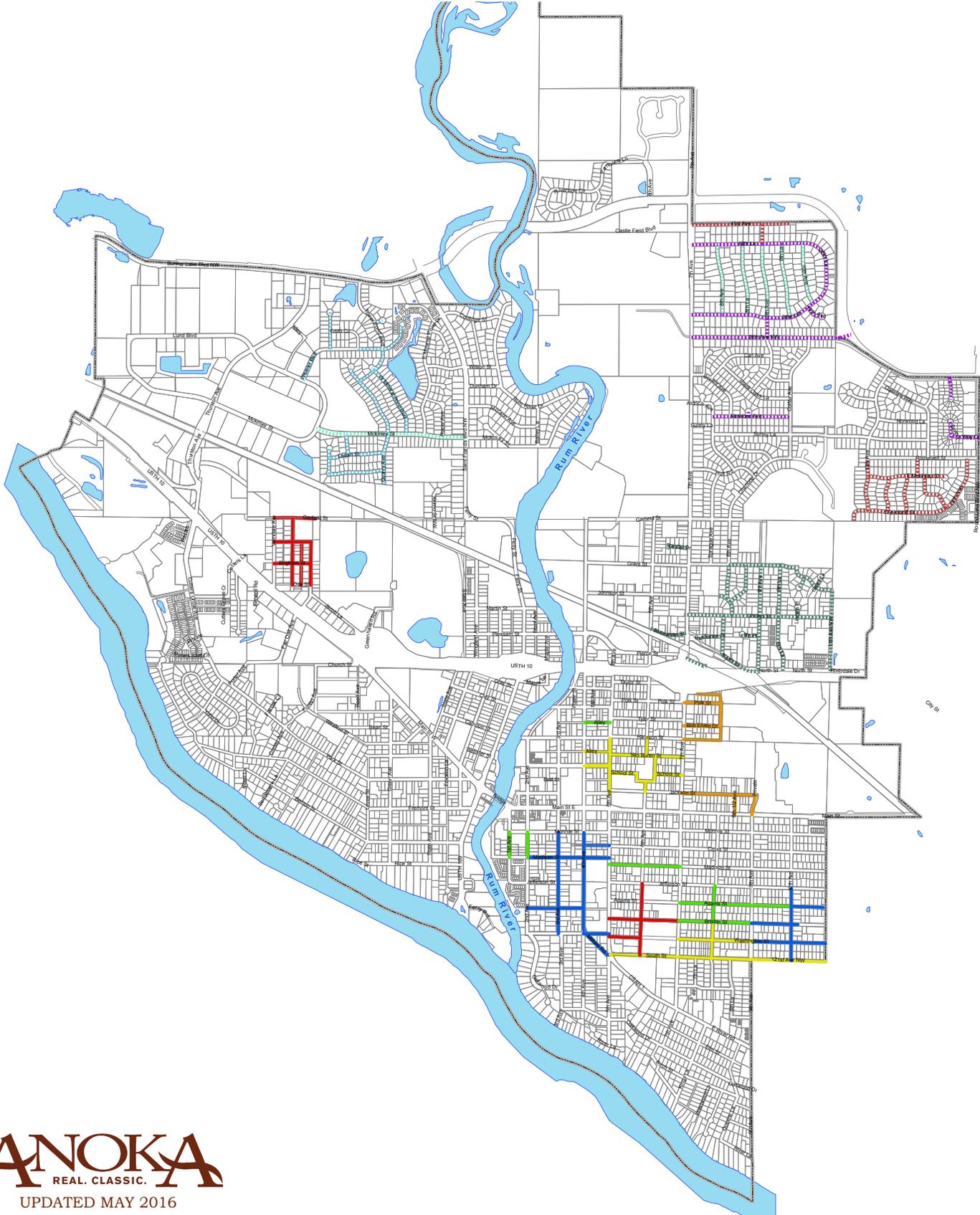
**2017 CHRISTIAN HILLS SRP
PROPOSED PROJECT LOCATION MAP**



AUGUST 2016

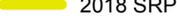
EXHIBIT 2

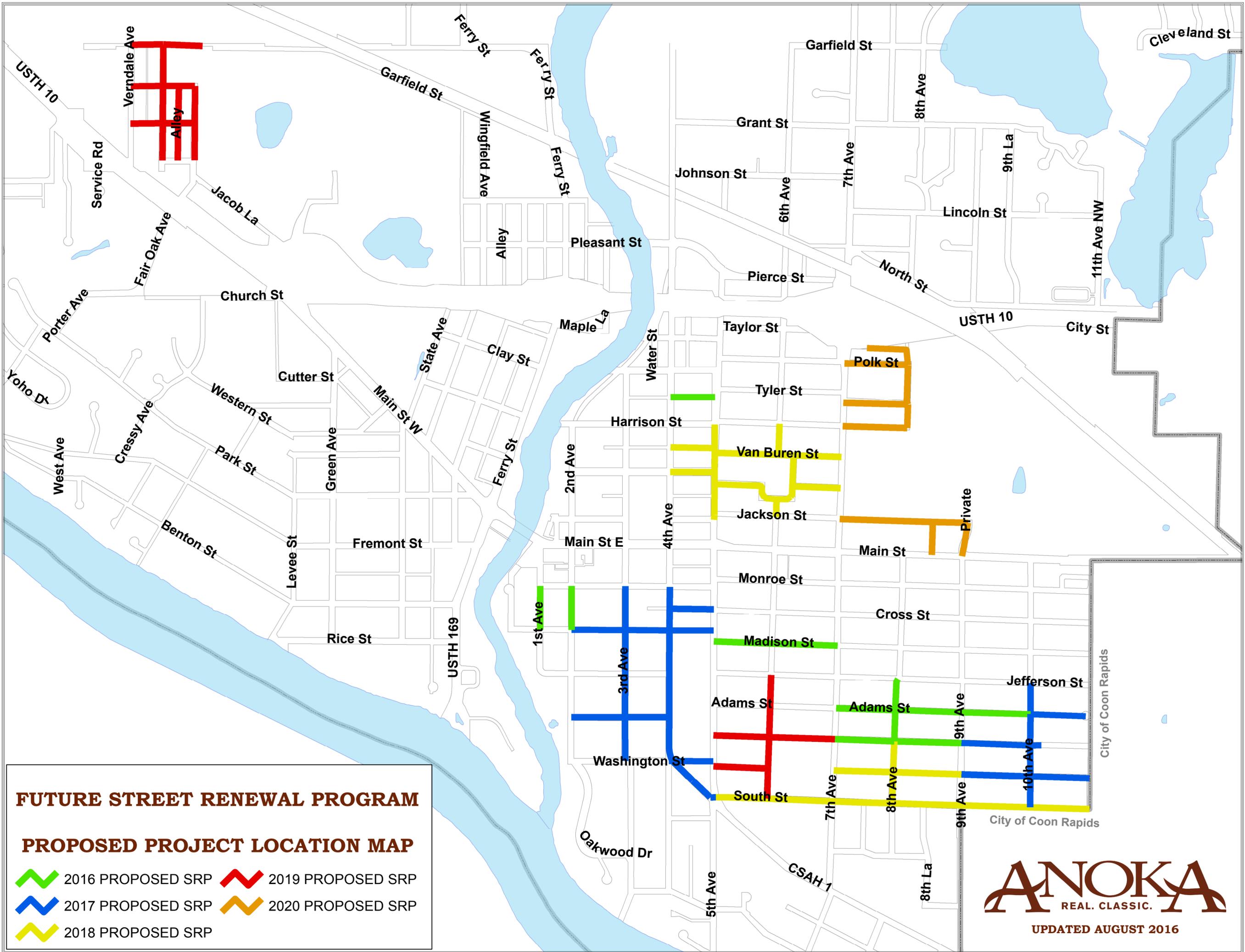
5-YEAR PLAN FOR 2016



ANOKA
 REAL. CLASSIC.
 UPDATED MAY 2016

LEGEND

-  2016 SRP
-  2019 SRP
-  STREET RECONSTRUCTION PROJECT
-  SSIP PRIORITY 1
-  SSIP PRIORITY 4
-  2017 SRP
-  2020 SRP
-  STREET SURFACE IMPROVEMENT PROJECT
-  SSIP PRIORITY 2
-  SSIP PRIORITY 5
-  2018 SRP
-  COMPLETED PROJECT
-  SSIP PRIORITY 3
-  125 of 142



FUTURE STREET RENEWAL PROGRAM

PROPOSED PROJECT LOCATION MAP

- ↗ 2016 PROPOSED SRP ↗ 2019 PROPOSED SRP
- ↗ 2017 PROPOSED SRP ↗ 2020 PROPOSED SRP
- ↗ 2018 PROPOSED SRP



UPDATED AUGUST 2016

COUNCIL MEMO FORM

9.4

Meeting Date	August 15, 2016
Agenda Section	New Business
Item Description	RES/Contract; Approving a Sidewalk Maintenance Agreement for the TH-10 Non-motorized Crossing Improvement Project
Submitted By	Ben Nelson, Engineering Technician

BACKGROUND INFORMATION

Anoka County awarded the first project in the Trunk Highway 10 Access Planning Study on May 24, 2016. The TH-10 Non-motorized Crossing Improvement project is to encourage pedestrians to cross the highway only at designated crosswalks in the area of Fair oak and Thurston Avenue.

DISCUSSION

This project is within the Trunk Highway 10 right-of-way which is within the jurisdictions of Minnesota Department of Transportation (MNDot). MNDot requires a maintenance agreement for the sidewalk that will be constructed adjacent to Trunk Highway 10 from 217 feet east of Fair oak Avenue to Church Street. This will provide a new pedestrian connection from Fair oak to Main Street (see attachment).

The maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable and aesthetically acceptable condition.

FINANCIAL IMPACT

The future maintenance cost for the 1,390 feet of sidewalk will be funded out of the general street maintenance fund.

COUNCIL ACTION REQUESTED

It is recommended that the City Council adopt a motion approving the Sidewalk Maintenance Agreement for the TH-10 Non-motorized Crossing Improvement Project.



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2016-XX

RESOLUTION APPROVING A SIDEWALK MAINTENANCE AGREEMENT FOR THE TH-10 NON-MOTORIZED CROSSING IMPROVEMENT PROJECT

IT IS RESOVED, that the City of Anoka enter into MNdot Agreement No. 1002898 with the State of Minnesota, Department of Transportation for the following purpose:

1. To provide sidewalk maintenance to the sidewalk located adjacent to Trunk Highway 10 from 217 feet east of Fair oak Avenue to Church Street with in the corporate limits of the City of Anoka upon the terms and conditions set forth in the Agreement.

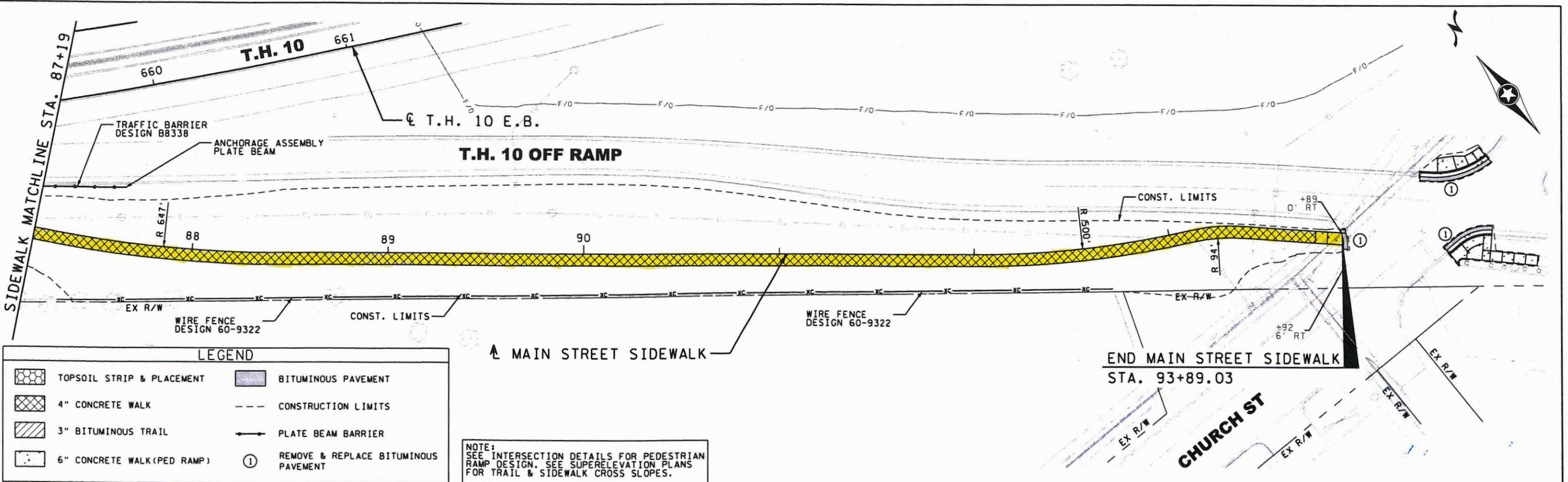
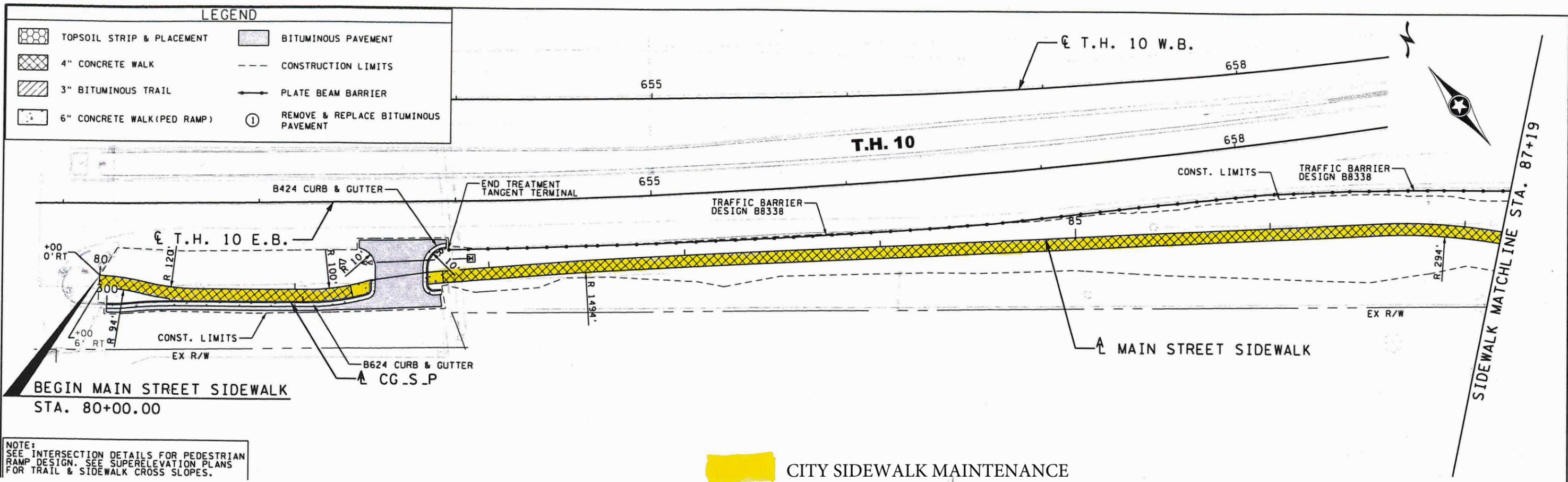
NOW, IT IS FURTHER RESOLVED, that the City of Anoka City Manager, Gee Lee, is hereby authorized and direct to sign and execute the Agreement.

Adopted this by the Anoka City Council this the 15th day of August, 2016.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor



**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF ANOKA
MAINTENANCE AGREEMENT**

State Project Number (S.P.): 0202-100
Trunk Highway Number (T.H.): US10
State Aid Number (S.A.P.): _____
Federal Project Number: _____
Lighting System Feed Point No. _____
Signal System ID _____

This Agreement is between the State of Minnesota Department of Transportation, hereinafter referred to as the "State" and the City of Anoka, Minnesota, acting by and through its City Council, hereinafter referred to as the "City".

Recitals

1. The Anoka County and the State are constructing sidewalk adjacent to Trunk Highway No. 10 from 217 feet east of Fair oak Avenue to Church Street according to County-prepared plans, specifications and special provisions designated by the State and County as Project No. 0202-100; and
2. The State requests, and the City agrees to provide maintenance to the sidewalk located adjacent to Trunk Highway 10 from EB TH 10 STA 80+00.00 to STA 93+92.05 ; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. *Effective date.* This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration date.* This Agreement will not have an expiration date.
- 1.3. *Survival of terms.* All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 5. Liability; Worker Compensation Claims; Insurance; 7. State Audits; 8. Government Data Practices; 9. Governing Law; Jurisdiction; Venue; and 11. Force Majeure.

2. Maintenance by the City

Sidewalks. Maintenance of the sidewalk construction located adjacent to Trunk Highway No. 10 from 217 feet east of Fair oak Avenue to Church Street, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

3. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

3.1. The State's Authorized Representative will be:

Name/Title: Duane Greene, Assistant District Engineer-Maintenance (or successor)
 Address: 1500 W. Co. Rd. B2, Roseville, MN 55113
 Telephone: (651) 234-7948
 Fax: (651)234-7905
 E-Mail: Duane.green@state.mn.us

3.2. The City/County's Authorized Representative will be:

Name/Title: Greg Lee, Director of Public Works/City Engineer (or successor)
 Address: 2015 First Avenue North, Anoka, MN 55303
 Telephone: 763-576-2781
 Fax:
 E-Mail: glee@ci.anoka.mn.us

4. Assignment; Amendments; Waiver; Contract Complete

- 4.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 4.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 4.3. **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 4.4. **Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

5. Liability; Worker Compensation Claims; Insurance

- 5.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
- 5.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 5.3. The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

6. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

7. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

8. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the City or the State.

9. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination; Suspension

10.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

10.2. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

11. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, and labor disputes, acts of war or terrorism, or public health emergencies.

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CITY OF ANOKA

DEPARTMENT OF TRANSPORTATION

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Recommended for Approval:

By: Scott Z
(District Engineer)

Date: 6/20/15

By: Bryce Lee

Title: CITY MANAGER

Date: 6/15/16

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

COUNCIL MEMO FORM

9.5

Meeting Date	August 15, 2016
Agenda Section	Ordinance and Resolutions
Item Description	RES/Authorizing Application for Planning Assistance Grant Funds
Submitted By	Carolyn Braun, Planning Director

BACKGROUND INFORMATION

As part of the 2040 Comprehensive Plan Update process, the Metropolitan Council is providing funding assistance to communities. The City of Anoka is approved for assistance in the amount of \$32,000. In order to access the funds, the City must complete an on-line application which includes a council resolution of support for acceptance of the funds and a general scope of work for our Comprehensive Plan update by September 5, 2016. Once the city completes the funding agreement, the city will receive half of the funds. The remaining half will be paid until completion and acceptance of the Comprehensive Plan Update.

Staff is currently working on the general scope of work for the Comprehensive Plan. Based on initial estimates, staff expects the cost to exceed the current budgeted amount. The Metropolitan Council funding could help offset those costs.

FINANCIAL IMPACT

\$32,000 toward completion of the comprehensive plan.

COUNCIL ACTION REQUESTED

Approve the resolution.

RESOLUTION NO. _____

CITY OF ANOKA, MINNESOTA

**RESOLUTION IDENTIFYING THE NEED FOR
FUNDING TO COMPLETE ITS 2040 COMPREHENSIVE PLAN UPDATE AND
AUTHORIZING AN APPLICATION FOR
PLANNING ASSISTANCE GRANT FUNDS**

WHEREAS the City of Anoka must review and update its comprehensive plan as required by the “decennial” review provision of Minnesota Statutes section 473.864 , subdivision 2; and

WHEREAS, on April 27, 2016, the Metropolitan Council adopted need-based eligibility criteria for awarding available local planning assistance grant funds and established maximum grant amounts for eligible grantees to help grantees review and update their comprehensive plans as required by the “decennial” review provisions of Minnesota Statutes section 473.864, subdivision 2; and

WHEREAS, the City is an eligible city in the metropolitan area as defined in Minnesota Statutes section 473.121; AND

WHEREAS, planning assistance grant funds will be made available to eligible applicants subject to terms and conditions contained in Metropolitan Council grant agreements.

NOW THEREFORE BE IT RESOLVED that, after appropriate examination and due consideration, the governing body of the City of Anoka authorizes its Planning Director to:

- 1) Submit on behalf of the City an application to the Metropolitan Council for Local Planning Assistance grant funds for the decennial review and update of the City’s local comprehensive plan required under Minnesota Statutes section 473.864; and
- 2) Execute on behalf of the City a grant agreement with the Metropolitan Council for planning assistance grant funds.

Adopted this ___ day of _____, 2016.

Mayor

Clerk

COUNCIL AGENDA ITEM MEMO

10.1

Meeting Date	08-15-2016
Agenda Section	Unfinished Business
Item Description	Discussion; Downtown 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, such as security, events, etc.

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.

FINANCIAL IMPACT

N/A

COUNCIL DIRECTION REQUESTED

General discussion only.

COUNCIL MEMO FORM

12.1

Meeting Date	08-15-2016
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 - Worksession
Monday, August 29, 2016 - 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; Final Budget.
 - 3.2 Discussion; Downtown Activity.
4. **ADJOURNMENT**



City Council - Regular Meeting

Tuesday, September 6, 2016 - 7:00 p.m.

Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 August 8, 2016 Worksession.
 - August 15, 2016 Budget Worksession.
 - August 15, 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)**
 - 5.1
6. **CONSENT AGENDA**
 - 6.1 Verified Bills.
 - 6.2 Revising & Setting Council Calendars.
7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
 - 7.1 Planning Items:
 - 7.1.A ORD/Amending Chpt 74; Article V, Division 2; Home Occupations. (2nd reading)
 - RES/Approving Summary Publication; Chpt 74, Article V, Division 2; Home Occupations.
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**
 - 9.1 ORD/Approving Lease Agreement with Beehive Partners, LLC; City's Use of Parking Lot at 1807 1st Ave. (2nd reading)
 - 9.2 RES/Reauthorizing Membership in the 4M Fund.
 - 9.3 RES/Adopting 2017 Proposed Budget & Preliminary Tax Levy.
 - 9.4 RES/Consenting to the HRA adopting a Tax Levy Collectible in 2017.
10. **UNFINISHED BUSINESS**
 - 10.1 Discussion on Downtown Activity.

11. **NEW BUSINESS**

11.1 Amending City Policy; #2012-01; Investment Policy.

12. **UPDATES & REPORTS**

12.1 Tentative Agendas.

ADJOURNMENT



City Council - Regular Meeting
Monday, September 19, 2016 - 7:00 p.m.
Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 September 6, 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)**
 - 5.1
6. **CONSENT AGENDA**
 - 6.1 Verified Bills.
 - 6.2 Revising & Setting Council Calendars.
7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**
10. **UNFINISHED BUSINESS**
 - 10.1 Discussion on Downtown Activity.
11. **NEW BUSINESS**
12. **UPDATES & REPORTS**
 - 12.1 Tentative Agendas.

ADJOURNMENT



City Council - Worksession
Monday, September 26, 2016 - 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; Downtown Activity.
4. ADJOURNMENT