



# City Council - Regular Meeting

## Monday, November 7, 2016 - 7:00 p.m.

### Council Chambers

*(meeting will be cablecast)*

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
  - 3.1 September 24, 2016 Worksession.
  - October 17, 2016 Executive Session
  - October 17, 2016 Regular Mtg.
  - October 24, 2016 Worksession.
4. **OPEN FORUM** *\*The open forum is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and address for the record. Rules of Conduct as listed in the public folder provided at the entrance of the Council Chambers must be adhered to.*
  - 4.1 Proclamation; Sons of Norway Day, November 14<sup>th</sup>.
  - 4.2 Introduction of Greg Geiger, Electric Utility Director.
  - 4.3 Downtown Security/City-wide Activity.
5. **PUBLIC HEARING(S)**
6. **CONSENT AGENDA**
  - 6.1 Verified Bills.
  - 6.2 Revising & Setting Council Calendars.
  - 6.3 Accept Resignation from Economic Development Commission; Jason Peters.
7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
  - 7.1 Planning Items:
    - 7.1.A ORD/Amending Chpt 74, Article I, Section 74-2, Definitions & Article V, Division 1, Section 74-265 Main Street Mixed Use District Sub-district (EM-1) East Main Street Historic Downtown Core. *(2<sup>nd</sup> reading)*
    - RES/Summary of Ordinance Amending Chpt 74, Article I, Section 74-2, Definitions & Article V, Division 1, Section 74-265 Main Street Mixed Use District Sub-district (EM-1) East Main Street Historic Downtown Core.
8. **PETITIONS, REQUESTS & COMMUNICATION**

**9. ORDINANCES & RESOLUTIONS**

9.1 ORD/Amending Chpt 1, Article II; Administrative Citations and Penalties. (1<sup>st</sup> reading)

9.2 ORD/Sale of City-owned Property, 11th Avenue. (2<sup>nd</sup> reading)

9.3 ORD/Property Exchange with AD Center LLC. (1<sup>st</sup> Reading)  
RES/Development Agreement with AD Center LLC.

9.4 RES/Declaration of Covenants, Conditions and Restrictions Relative to the Anoka CRTV Ramp.

**10. UNFINISHED BUSINESS**

**11. NEW BUSINESS**

**12. UPDATES & REPORTS**

12.1 Tentative Agendas.

**ADJOURNMENT**

# COUNCIL MEMO FORM

3.1

Meeting Date	11-07-2016
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  
OFFSITE LOCATION  
HOPE4YOUTH, 2664 - 4<sup>TH</sup> AVENUE NORTH, ANOKA  
SEPTEMBER 26, 2016**

**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

Absent: Councilmember Schmidt.

Staff present: City Manager Greg Lee; Police Chief Phil Johanson; Police Captain Eric Peterson, Police Sergeant Andy Youngquist, Police Officer Pul Schley Schlay.

**3. COUNCIL BUSINESS and/or DISCUSSION ITEMS**

~~3.1 — Discussion: Downtown Security/City Wide Activity.~~

Item not discussed.

3.2 Discussion: Hope4Youth Operation and Facility Tour.

City Manager Greg Lee said the purpose of the worksession was to see how the City and Hope4Youth could work together to address some of the joint issues that have been occurring in the City with regard to youth homelessness. He introduced Lisa Jacobson, Executive Director of Hope4Youth (H4Y) to share more about H4Y's operations which will be followed by a tour of the facility.

Lisa Jacobson, Executive Director of Hope4Youth (H4Y), said she has been with H4Y for seven months during which she made changes with the Program Supervisor position and created a new position to oversee housing operations in Coon Rapids by hiring Sarah Kemp. She explained her strong work ethic and desire to help youth experiencing homelessness. Ms. Jacobson explained how H4Y was created by Brian Swanson with only volunteers over three years ago and while they grew they recognized the need to professionalize and hire a director. She shared how they worked to change the board into a governing board who could hire staff to conduct the day to day operations of almost a \$1 million budget. Ms. Jacobson shared her background in non-profits at the Greater Minnesota Council of Churches, adding she is a licensed minister and introduced Sarah Campbell of HFY.

Ms. Jacobson outlined the purpose of H4Y and explained how the clients have to meet with staff, not a mentor, for case management agreements that establish goals. She said some clients are placed on restrictions if they are not working towards their goals so they learn to take responsibility, adding H4Y focuses on youth in Anoka County but does see some from Champlin, Brooklyn Park, and Dayton.

Councilmember Anderson asked if clients can take advantage of donations from more than one facility. Ms. Jacobson said clients cannot use services in other counties and must use the one where they are being served and that the facilities work together to share their client lists in order to avoid receiving supplies from more than one location.

Councilmember Weaver inquired about the definition of a youth, stating concern about some who are really adults of legal age.

Mayor Rice said the focus was on 18-24 year olds and now is 16-24 year olds and agreed the City's concern was not towards the younger group but to those who were actually young adults.

Ms. Jacobson said the majority of their clients are legal adults and explained while an individual may be able to work hard without credit or rental history they often have nowhere to go so they utilize H4Y's shower and laundry facilities. She said many of their clients work hard but sometimes still need help, adding they may not have had a good parent or mentor in their lives and are just looking for a break.

Councilmember Weaver said it is important that we differentiate between legal adults and youth.

Mayor Rice agreed, stating the City received a lot of criticism for its concerns of the adult clients served by H4Y. Ms. Jacobson defined a youth, adding health insurance allows adult children to be included on a parent's health insurance until age 24. She said they are not hiding behind a definition and recognize they serve young adults but said they are very clear that when a client turns 24 they are no longer able to be served at H4Y as they age out.

Mayor Rice noted in this context youth is a better definition than kid.

Councilmember Freeburg asked where the clients go at night as well as when they turn 24 and leave. He said he appreciates the great work H4Y does but shared concerns about how they would provide tents and blankets in order for youth to live under bridges in the City. He stated 5-6 years ago Anoka did not have such problems and now something has changed with more people arriving from other cities and issues with vandalism, drinking and sex which unfortunately reflects on H4Y.

Ms. Jacobson said they have reached out to the Northstar Corridor as she learned there were some issues on commuter trains and shared how they are trying to create a relationship with Northstar to address these concerns. She said while they may not necessarily be their clients they want to address any issues as they affect their clients too as they walk by. Ms. Jacobson explained how they work with the police to help identify individuals who cause concerns and how they conduct street outreach from 11:00 p.m. to 1:00 a.m. to address youth who are not supposed to be on the streets, adding if one of their clients is causing issues they work intensely with them to address.

Police Chief Phil Johanson explained how Metro Transit receives the first call regarding an issue on the Northstar train which is then transferred to the City's police department.

Councilmember Weaver suggested the police share their list of people who are causing concerns with H4Y and if so will they be banned from services. Ms. Jacobson said they will work with them more to try to address these issues but said that if not successful then clients can be permanently banned from H4Y. She stated she believes in tough love even though it hurts her inside.

Sarah Campbell, H4Y, outlined their case management plan and restrictions and noted there are youth on the streets in Anoka and those who are over 24 years of age who cannot use their services that they cannot control.

Councilmember Weaver said the businesses are not happy with the issues that arise. Ms. Jacobson said she wants to meet with those businesses, adding they are being blamed for clients that are not theirs. She said they no longer supply tents or sleeping bags and that most couch hop at a friend's house instead of staying outside.

Councilmember Weaver suggested creating a satellite office to help spread the services so they are not centered in Anoka. Ms. Jacobson said they are working with the State Offices to end homelessness by 2020 by creating safe housing options such as host homes.

Mayor Rice said hopefully Alexandra House and other similar places will work themselves out of a job, adding it is a generational problem.

Councilmember Freeburg explained how offering options for youth who are just upset with their parents can sometimes cause more problems.

Ms. Jacobson said they are happy having to be here and stated they have a strategic planning committee to end this problem. She said they are working together with the State and many others to close their doors when they are no longer needed because there are enough housing options for youth. She said we cannot build enough spaces and are exploring other options like they are doing in

Duluth. Ms. Jacobson outlined funding and financing for the Coon Rapids facility and how they want to work in partnership with cities. She explained how they do not allow youth under 16 years old in the facility with older youth to avoid possible sex trafficking and how they do not want to harbor runaways but instead all the police. She said we are in this together and explained how they require identification by clients after visiting three times.

Jeri Lynn, Anoka, asked how they screen youth from substance abuse. Ms. Campbell said they ask their clients if they have a substance abuse problem but said they are not always honest.

Ms. Lynn asked about the other reasons clients come here for. She shared truancy reports from the Coon Rapids police and explained a whole other layer of activity is going on run by adults who are enabled to continue these activities by staying in the community with no consequences. Ms. Lynn said the cycle of homelessness coincides with the epidemic of meth and heroine.

Mayor Rice said they are trying to identify who the problem is and who H4Y is working with and differentiate between the two, which is H4Y asked for this meeting.

Ms. Jacobson said they have placed limits on the amount of donations to clients and are tracking items so they cannot be traded for drugs or other things. She explained how clients are allowed to visit the food and hygiene center eight times per month with a limit of two bags and timed for 10 minutes and how certain items such as clothing have limits to help address this concern.

Ms. Jacobson shared their statistics, stating they served 369 youth in 2015 8,352 times with 776 food pantry items to 40 clients with no housing options. She said the problem is high but noted their numbers are going down because of more case management and limits placed; they want to help the ones who are trying to help themselves. Ms. Jacobson stated Mr. Swanson will be stepping down in December and shared how she has worked with the City to get to know police and staff and outlined a partnership example with Anoka Police and how she wants that to continue to grow. She said while she is sorry they are located in Anoka she is doing the best job she can with what she was given and stated she was hired to make changes which is what she is doing.

Chief Johanson inquired about the 12 apartments in Coon Rapids and once opened how long can a youth stay. Ms. Jacobson said these units will be transitional housing, not a shelter, and clients will be allowed to stay 12-24 months. She said they have contracted with YouthLink for case management and CommonBond Communities to manage the property and hopes to contract with Anoka County Work Force Center onsite as clients will be expected to work towards a career, as an entry level job will not help them afford their own apartment.

Chief Johanson asked if they work with County case workers. Ms. Campbell said they do and explained coordinated entry of 5 of 12 beds are banked beds with \$891 federal funding available.

Ms. Jacobson said clients have to pay a portion of their income in order to live there and shared how they are partnering with Financial One to create savings account in order to have first and last months' rent and security deposits in place for when they leave.

Captain Ericson said he will meet and share their list information with Ms. Jacobson.

Councilmember Freeburg credited H4Y for the work they do and said they know not all concerns stem from them but from outside youth doing dumb things which affect our City.

Ms. Jacobson said they want to know what is wrong that they still need to change, stating they no longer let clients loiter outside the facility before they open.

Councilmember Weaver said that is good but said the concern is where the clients go when they leave. Ms. Jacobson said many go to a friend's house or Stepping Stones.

Mr. Lee said the concern before was no limits on the amount of donations as well as offerings of blankets and sleeping bags which has since helped.

Mayor Rice inquired about the blueprint for goals for individuals. Ms. Campbell said they work with a case manager with the first step of obtaining IDs to help address some of these concerns.

Mr. Lee suggested partnering with the City for employment for seasonal work so clients are cleaning parks instead of creating graffiti in the parks.

Mayor Rice said many City employees started as temporary employees and said this might be a good way for H4Y's clients to start.

Councilmember Weaver shared how a local business owner offered jobs for H4Y's clients and how no one called. Ms. Jacobson said she was not aware of such an offer and asked for more information on that statement in order to follow-up. She said she conducts many tours to the area businesses in order to show them truth, stating the view from the sidewalk is different than what actually occurs inside the facility.

The Mayor recessed the meeting at 7:\_\_\_\_ p.m. to tour the H4Y facility.

#### **4. OTHER BUSINESS**

4.1 Staff Update.

None.

**5. COUNCILMEMBERS COMMENTS**

None.

**6. ADJOURNMENT**

Mayor Rice adjourned the Regular Worksession meeting at \_\_\_ p.m.

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

Approval Attestation:

Amy T. Oehlers, City Clerk

DRAFT

**CLOSED EXECUTIVE SESSION OF THE ANOKA CITY COUNCIL  
ANOKA CITY HALL  
CITY COUNCIL EXECUTIVE SESSION ROOM  
OCTOBER 17, 2016**

**1. CALL TO ORDER**

Mayor Rice called the worksession meeting to order at 6:45 p.m.

**2. ROLL CALL**

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

Absent: Councilmember Schmidt.

Staff present: City Manager Greg Lee; City Attorney Scott Baumgartner.

**3. COUNCIL BUSINESS and/or DISCUSSION ITEMS**

3.1 Attorney-Client Litigation Related to Anoka City Code Chapter 46, Article VIII.

City Attorney Scott Baumgartner said that pursuant to Minnesota Statute 13D.05(3) the Council is asked to discuss Attorney-Client Litigation Related to Anoka City Code Chapter 46, Article VIII.

**4. OTHER BUSINESS**

None.

**5. ADJOURNMENT**

Mayor Rice adjourned the Closed Executive Session meeting at 6:55 p.m.

Approval Attestation:

Amy T. Oehlers, City Clerk

**REGULAR MEETING OF THE ANOKA CITY COUNCIL  
ANOKA CITY HALL  
CITY COUNCIL CHAMBERS  
OCTOBER 17, 2016**

**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

Staff present: City Manager Greg Lee; Deputy Community Development Director Doug Borglund; Engineering Technician Ben Nelson; Finance Director Lori Yager; Police Chief Phil Johanson; City Attorney Scott Baumgartner; and Recording Secretary Cathy Sorensen.

Absent at roll call: Councilmember Schmidt.

**3. COUNCIL MINUTES**

3.1 Minutes of October 3, 2016, Executive and Regular Meetings.

Motion by Councilmember Anderson, seconded by Councilmember Weaver, to waive the reading and approve the October 3, 2016, Executive and Regular Meeting minutes.

Vote taken. All ayes. Motion carried.

**4. OPEN FORUM**

4.1 Presentation; Sponsorship Check for Gary Stout Memorial Scholarship Fund.

Tracy Kelly, Chair of the Economic Development Commission, stated the 33rd Annual Celebrate Anoka Day was held on Monday, September 12, 2016 at Green Haven Golf Course & Event Center. He said approximately 90 golfers participated in the event which raised \$1,400 through sponsorships to benefit the Gary Stout Memorial Scholarship Fund. Chair Kelly acknowledged all sponsors and said the funds raised will be awarded to a graduating senior at Anoka High School. The City thanked all the businesses and organizations for their event sponsorship.

4.2 Downtown Security/City-Wide Activity.

Police Chief Phil Johanson updated the Council on items related to downtown security and other City-wide activity. He shared that last weekend the Zombie Pub Crawl was held and that they had many officers on foot patrol during this event as well as the Pumpkin Bowl at Goodrich Field. Chief Johanson said he was pleased to share that no problems were reported at either event.

Councilmember Freeburg thanked the Council, Chief Johanson, and the police officers for their efforts in having more presence and for keeping things under control.

Councilmember Weaver commented that there will be many more activities over the next couple weeks as part of Anoka Halloween, including Light Up the Night Parade and tent parties.

4.3 Alan Williams, Coon Rapids, 1042 Monroe Street, thanked the City for sending the letter regarding the FEMA flood plain update. He shared how he felt the need for obtaining flood insurance in this area was a scam and not necessary and said most cities do not take the time to explain the FEMA updates to property owners so they can make an informed decision.

Mr. Williams shared he recently had an issue with Hakanson-Anderson during a reconstruction where the contractor's equipment caused some damage to his property but he complimented everyone involved as they addressed the issue and solved the problem right away and wanted to share how well the problem was addressed.

**5. PUBLIC HEARING(S)**

5.1 Homestead at Anoka Refunding.  
RES/Homestead at Anoka Refunding.  
**RESOLUTION**

Finance Director Lori Yager shared a staff report with background information to the Council stating the City received a request for authorizing issuance of Housing Revenue Refunding Bonds for the Homestead at Anoka. The Homestead at Anoka previously issued Health Care and Housing Facility Revenue Bonds to finance the acquisition and construction of an affordable senior housing and health care facility project and The Homestead at Anoka is requesting that that the City issue its Housing Revenue Refunding Bonds in advance of their maturity.

Stefanie Galey, bond counsel from Faegre Baker Daniels LLP, explained that the City issued 2011 issued conduit bonds for the first phase with an additional phase in 2014 and the request is to issue bonds to reduce the debt service for the 2011

bonds. She noted there are no additional improvements and that the action will result in less debt.

Brian Keller, Volunteers of America (VOA) and The Homestead at Anoka, said the project has been open for over four years and is going well. He said Phase II is almost full and thanked the Council for their continued support.

Mayor Rice opened the public hearing at 7:14 p.m.

Being no comments Mayor Rice closed the public hearing at 7:15 p.m.

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

Motion by Councilmember Weaver, seconded by Councilmember Freeburg, to adopt a resolution authorizing issuance of housing revenue refunding bonds (The Homestead at Anoka, Inc. Project), Series 2016.

Mayor Rice reiterated that this action is resulting in no cost to the City but is providing assistance to The Homestead at Anoka.

Councilmember Freeburg said The Homestead project has been very successful and the City is proud of the project and all involved as it continues to grow and serve Anoka.

Councilmember Weaver shared that his mother was a resident at The Homestead of Anoka and said he has great admiration for their staff as they assisted his mother and entire family during a very difficult time.

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

## **6. CONSENT AGENDA**

Councilmember Weaver noted that staff has requested Item 6.4 be removed from the Consent Agenda.

Motion by Councilmember Weaver, seconded by Councilmember Anderson, to approve Consent Agenda 6.1 through 6.3.

6.1 Approved Verified Bills.

6.2 Revising and Setting Council Calendars.

6.3 Recommended Approval of an LG240 Gambling Permit (Bingo), Church of St. Stephens, November 11, 2016.

~~6.4 Issuance of a Used Motor Vehicle Sales License; 822 E. River Road, East River Auto Sales.~~

Vote taken. All ayes. Motion carried.

6.4 Issuance of a Used Motor Vehicle Sales License; 822 E. River Road, East River Auto Sales.

Mr. Lee asked that Council include a condition of approval that issuance of this vehicle sales license is contingent upon proof that the former owners have no interest in the East River Auto Sales as required by ordinance.

Motion by Mayor Rice, seconded by Councilmember Weaver, to approve Consent Agenda 6.4. to approve license conditioned upon operator providing proof that there is no ownership involvement from the previous operator.

Vote taken. All ayes. Motion carried.

Mayor Rice welcomed East River Auto Sales to Anoka.

## 7. REPORTS OF OFFICERS, BOARDS AND COMMITTEES

7.1 Planning Items:

7.1.A 2520 North Ferry Street; Request for Rezoning and Variance.

### **RESOLUTION**

Deputy Community Development Director Doug Borglund stated the applicant, Krelando Ristani, has requested a rezoning of the subject property from B-6 Neighborhood Commercial Business to B-1 Highway Business to allow a used automobile sales business. He said the property is a former gas station that is currently not in operation on North Ferry Street. Mr. Borglund shared that in 2014-2015 the City conducted a land use study and amended its Comprehensive Plan, Zoning Ordinance and official map from Highway Commercial to Neighborhood Commercial. The applicant is also requesting a variance to the required lot size for a used automobile sales lot from the 1.5 acre required minimum lot size to 0.51 acres or 22,215 square feet in the B-1 if the rezoning request is approved.

Councilmember Weaver asked if a gas station is a permitted use in the B-6 zoning. Mr. Borglund said no and that other softer uses are allowed instead.

Councilmember Weaver asked if rezoning this parcel would constitute spot zoning. Mr. Borglund said it would which typically is not done with land uses.

Armeta Lennartson, Attorney, said she is representing the applicant and apologized for misunderstanding that they were supposed to attend the last meeting. She offered plans and said her client has a tentative offer to purchase the current business, which has been abandoned and boarded up. Ms. Lennartson referred to the study in 2014 for B-6 zoning and shared her client's vision and the need for the rezoning request. She stated changing from B-6 to B-1 Highway District would be the most consistent with Comprehensive Plan and said changing the gas station to a modern used car lot would be contemporary and protect the City's welfare and property values. Ms. Lennartson noted there is another used car lot 197 feet away from the proposed property in B-6 zoning which currently prohibits vehicle sales so they are seeking clarification. She said the staff report refers to B-6 to encourage neighbors to have less volume and traffic but said this property is next to the highway and across from a current dealership and car repair. Ms. Lennartson said they believe the City should consider the zoning change as the business has been abandoned for four years and currently has no other offers. She stated the use will improve the neighborhood and will be better than the current business across the street. Ms. Lennartson said the use would be consistent with the Comprehensive Plan and outlined enhancements and reasons for approving the request. She noted the property has been vandalized and this use would help deter that activity and offer stability and choices as the use would be compatible with the physical character of neighborhood, enhance the City, attract new customers, and include beautiful landscaping that would be visible from the highway. Ms. Lennartson said customers would likely take advantage of other shops in the City and offers concentrated automotive sales in one area to allow for comparison shopping. She said this use would be something the City would be proud of and noted the variance would be consistent in order to create a used car lot. She said the use would be in harmony and not alter the essential character of the neighborhood as outlined in City Code. Ms. Lennartson stated there are equal protection clauses in place not related to the health and safety of a community and disparate treatment of property owners arbitrarily are not allowed, especially with the current use already in place across the street.

Mayor Rice stated the zoning change was made long before the City knew what type of proposed use would be presented today.

City Attorney Scott Baumgartner said the other used car lot is zoned B-6 but stated that lot was there before the zoning ordinance change which makes it a legal non-conforming use and allowed.

Mayor Rice said the B-1 zoning describes what the gas station was and said the zoning change was the City's attempt to control businesses along that corridor. He said while a gas station use is not offensive in itself he does not believe a gas station would be successful there and is therefore reluctant to grant the rezoning request.

Motion by Councilmember Freeburg, seconded by Councilmember Weaver, to deny the resolution for rezoning from B-6 to B-1 and deny the resolution for a variance request to the required lot size for a used automobile sales lot from the 1.5 acre required minimum lot size to 0.51 acres or 22,215 square feet at 2520 North Ferry Street.

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

7.1.B RES/Variance; 3401 Quarry Avenue.  
**RESOLUTION**

Mr. Borglund shared a staff report with background information to the Council stating the applicants, Mike and Heidi Wolff, are requesting a variance to allow construction of a six-foot tall wooden privacy fence in the front yard at 3401 Quarry Street. The property is zoned R-1 Single-Family Residential. A variance is being requested because the current Zoning regulations limit the height of any fence in the required front yard to four feet. The applicant plans to construct a 6-foot solid wood fence enclosing the rear yard area including the southern lot line fronting on McKinley Street and along the western property line bordering the existing City Park in order to screen the view of traffic, provide privacy for the rear yard, and cut down on pedestrians trespassing from the City park into their yard to retrieve basketballs. The Planning Commission recommended approval of the variance to allow an increase in fence height to 6 feet in the required front yard along the western property line of the subject property so the entire fence could be at the height of 6 feet creating additional privacy between the public park and the applicant's rear yard.

Motion by Councilmember Freeburg, seconded by Councilmember Anderson, to adopt a resolution approving a variance, 3401 Quarry Avenue.

Councilmember Weaver asked if the applicants are comfortable with the six-foot fence on the western property line and a four-foot fence on the southern property in the front yard.

Heidi and Mike Wold, said they are comfortable with this option, stating while they would prefer the full six-foot fence all around they understand this is being grandfathered in.

Mayor Rice noted the applicants could have the full six-foot fence around but would result in loss of use of 20 feet of their front yard which they do not want to do.

Councilmember Weaver said this is a good compromise.

Ms. Wold noted property owners adjacent to a City park should not have to request this type of variance as a result of City park planning and suggested the Park and Recreation Board consider these situations as part of their park planning process. Councilmember Weaver agreed.

Mayor Rice clarified the motion was to allow the variance on the western property line but deny the variance on the southern property line.

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

7.1.C ORD/Amending Chapter 74, Article V, Division 1, Section 54-265; Main Street Mixed Use District. (1<sup>st</sup> Reading)

Mr. Borglund shared a staff report with background information to the Council stating the City is proposing a Zoning Text Amendment to Chapter 74, Article V, Division 1 Section 74-265 Main Street Mixed Use District (MS) EM-1 East Main Historic Downtown Core sub-district addressing uses in the historic downtown core. The City of Anoka has taken a number of steps to protect the Historic Downtown Core area over the years. The most recent discussion is centered around prohibiting uses in the downtown area that can take away from the areas character and charm creating adverse impacts on the business climate and the perception of those who visit Anoka. ABLA at their September meeting discussed this issue and supports an amendment to the MS EM-1 Sub-District to prohibit uses that can be viewed as creating a less attractive business and tourism environment. The City Council recently touched on this issue during a discussion at its regular City Council meeting on September 6, 2016 after hearing concerns from downtown business owners and recent downtown activity.

Mr. Borglund shared that the Planning Commission suggested removing beverage distributing businesses from the code as this use has gone away. He said they are also recommending adding the use of attorneys' office.

Councilmember Weaver inquired about the current tap room use which bottles growlers and if this recommendation would affect them. Mr. Baumgartner said State law provides this exception under liquor laws.

Mr. Borglund said there are also further standards for microbreweries and noted while the City prohibits manufacturing this use is different.

Councilmember Weaver asked if the use would still be allowed if the tap room bottled root beer instead of alcohol. Mr. Borglund said bottling root beer would still be associated with the brewery so that would be allowed. He noted the suggestion came not as strong experience but as the Planning Commission recalling the use many years ago.

Councilmember Weaver said he is not comfortable removing the bottling use from the City code.

Mayor Rice said this is similar to body art not being allowed on Main Street but is allowed in other areas within the City.

Councilmember Weaver inquired about the use that sells e-cigarettes. Mr. Borglund suggested identifying them as e-cigarette shops to allow that use. He referred to a secondary license for tobacco that would not regulate that use.

Mr. Baumgartner said staff will bring forward a definition of a tobacco shop with second reading and an e-cigarette shop focusing on the primary purpose.

Motion by Councilmember Weaver, seconded by Councilmember Anderson, to hold first reading of an ordinance Amending Chapter 74; Article V, Division 1, Section 74-265 Main Street Mixed Use District Subdistrict (EM-1) East Main Street- Historic Downtown Core of the Code of the City of Anoka, Minnesota.

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

## **8. PETITIONS, REQUESTS AND COMMUNICATION**

None.

## **9. ORDINANCES AND RESOLUTIONS**

- 9.1 RES/Homestead at Anoka Refunding.  
**ACTED UPON AFTER PUBLIC HEARING**
- 9.2 RES/Green Haven Parkway Phase I; Order Project, Waive Public Improvement Hearing and Authorize Preparation of Plans and Specifications.  
**RESOLUTION**

Engineering Technician Ben Nelson shared a staff report with background information to the Council stating on May 18, 2015 the City Council adopted a resolution supporting the pursuit of MnDOT's Municipal Agreement Program funding for the construction of this project. On September 21, 2015 the City was notified by MnDOT that the Municipal Agreement Program will contribute \$710,000 toward this project and October 16, 2015 the City accepted the conditions associated with the program funding. To receive these funds, this project must be let by June 30, 2017, after that date the money becomes unavailable. The proposed improvements include constructing a public connection between Thurston Avenue and Garfield Street that will provide the community with a continuous local street connection between Thurston Avenue and West Main Street. As part of Green Haven Parkway Project Phase I, the existing St. Stephens' Cavalry Cemetery entrance off TH-10 will be closed and redirected to the north side of the parcel.

Councilmember Weaver said the Council focused on traffic flow down Verndale Avenue at a recent worksession and concerns with traffic going by these buildings and suggested an alignment change at the intersection of Garfield, Green Haven and Verndale to address this flow.

Mayor Rice said it would not be difficult to soften the last 50 feet. Councilmember Weaver agreed but said we would need some property to accomplish that, adding we currently do not know what the route will be.

Mr. Nelson said staff will work with the consulting company to review the design and bring something to the January worksession for different route options throughout the neighborhood.

Mr. Borglund said the concept plan will be discussed with the developer, adding while they could lose a unit they can adjust accordingly.

Mayor Rice said moving Fair Oak to the west a little could accomplish a smoother transition. He referred to the accepted bid versus 2016/2017 clarification for federal money.

Motion by Councilmember Freeburg, seconded by Councilmember Anderson, to adopt a resolution Green Haven Parkway Phase I; order project, waive public improvement hearing, and authorize preparation of plans and specifications

including the potential of minor realignment to address traffic flow by Verndale Avenue.

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

9.3 RES/Adopting a Revised Assessment Roll; 2016 SRP.  
**RESOLUTION**

Mr. Nelson shared a staff report with background information to the Council stating at the assessment hearing on January 19, 2016 the City Council approved the assessment roll for the 2016 SRP project. Since this time there are some proposed revisions to the assessment roll. The subject property at 1812 First Avenue (PID 12-31-25-11-0063) is located within the construction limits of the project and was included in the adopted assessment roll in anticipation of replacing the water and sanitary services to the property. During the project, the ownership of the parcel transferred to Walker Methodist and based on the request from the property owner no services were installed to the parcel. Based on past practices and fairness to property owners, services that are 0-5 years old will not be assessed when they are replaced from the main to the right-of-way. The property at 100 Monroe Street will have the water service unit assessment (\$2,180.00) and sanitary sewer unit assessment (\$980) removed, given the newness of the services.

Mayor Rice asked if the City removed water mains as part of the Walker Methodist Gardens project and installed our own. Mr. Nelson said the City worked around that project and had to readjust, noting they were field verified when the property owner brings these to our attention.

Motion by Councilmember Anderson, seconded by Councilmember Freeburg, to adopt a resolution adopting a revised assessment roll; 2016 SRP.

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

**10. UNFINISHED BUSINESS**

None.

**11. NEW BUSINESS**

11.1 ORD/Sale of City-Owned Property; 11<sup>th</sup> Avenue. (1<sup>st</sup> Reading)

Mr. Borglund shared a staff report with background information to the Council stating the City has been in discussions with Mark Strandlund of Shadetree Construction regarding property known in concept as “Eastview”, development

site #10, or the 11th Avenue residential development site. The property is zoned R-3 Medium Density Residential. The subject property was listed with Premier Commercial Realty the City's broker. The land price was offered at \$20,000 a detached townhome unit. The City has received an offer of \$17,000 per detached townhome unit contingent upon City Council's approval to enter into a purchase agreement. The current concept plan reflects 29 detached townhome units, which yield an estimated total sale price of \$493,000. Mr. Borglund said the City Attorney has reviewed the purchase agreement and is satisfied. He added the wetland delineation has been completed.

Councilmember Weaver complimented Mr. Borglund on this project, stating this will be a great project with an amazing amenity in the island that will add new tax base and new owner-occupied housing.

Councilmember Freeburg asked if the pond and island will be exclusive to the development and if a trail will be included. Mr. Borglund said this amenity will be exclusive to the development and will include a trail and gazebo.

Councilmember Freeburg said this is a great plan that will create other parcels for more development and is pleased the City is moving forward.

Motion by Councilmember Freeburg, seconded by Councilmember Weaver, to introduce and hold the first reading of an ordinance for the sale of property located on 11<sup>th</sup> Avenue to Shadetree Construction, Inc. (11th Avenue Residential Development Site).

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

#### 11.2 Recommended Appointments to Charter Commission.

Mr. Lee shared a staff report with background information to the Council stating eight seats on the Anoka Home Rule Charter Commission are set to expire on November 1, 2016. Staff has advertised for applicants according to City Policy #2005-03 and the recommended members are up for reappointment to the Charter Commission. Mr. Lee stated all are residents of Anoka, which is required by State Law, in order to serve on a Home Rule Charter Commission and noted while the District Court Chief Judge actually appoints Charter Commission members the City's practice is to provide recommendations. Mr. Lee stated after these appointments there are still two open seats on the Charter Commission and encouraged residents to apply.

Motion by Councilmember Anderson, seconded by Councilmember Weaver, to recommend appointment of Diane Bemel, Donald Collins, Mary Lou Evans, Tom Hammer, Colin Olson, Craig Sorenson, Duane Redepenning, Zilla Way.

Vote taken. All ayes. Motion carried.

## 12. UPDATES AND REPORTS

### 12.2 Third Quarter Financial Report.

Ms. Yager provided the City Council and City Manager with the third quarter reports according to the Anoka City Charter. She reviewed revenues and total expenditures which are down \$5.3 million with a 30% increase in expenditures of \$2.3 million. She reviewed the General Fund balance which has incurred 73% of budgeted appropriations and stated most revenues are at or well above budget. She said construction activity has generated permit fees which are exceeding projected revenues and taxes are projected to be up \$1 million over last year. Ms. Yager stated total cash and investments are down approximately \$1.4 million over September 30, 2015 and infrastructure improvements throughout the City will require use of cash in the future. She shared general fund graphs which illustrated where revenues and expenditures are derived and spent and said the City continues to be in good financial condition.

### 12.2 Tentative Agenda(s).

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

### 12.3 Staff and Council Input.

Mr. Lee said the City received notice that we ranked highest in the 10 categories of 145 requests for federal funding for the proposed improvement project at Highway 10 and Fair Oak and will receive the full \$7 million for the 2021 project. He said this award will start things going but we have to identify other funding sources because the entire project will be \$33 million.

Mr. Lee shared a thank you note from the seniors for the new senior bus and thanked Council for budgeting for the bus and staff Lisa Lacasse for coordinating the purchase.

Mr. Nelson stated staff intends to remove the dam boards the week of October 30 by lowering Rum River pool. He also shared that the 2016 SRP project is almost complete with the final wear course being completed next week weather dependent.

Council wished Councilmember Schmidt the best as he focuses on cancer treatment.

Councilmember Weaver outlined the planned Halloween activities in River Plaza and encouraged people to attend.

**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: 8:46 p.m.

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

Approval Attestation:

Amy T. Oehlers, City Clerk

DRAFT

**WORKSESSION OF THE ANOKA CITY COUNCIL  
ANOKA CITY HALL  
CITY COUNCIL WORKSESSION ROOM  
OCTOBER 24, 2016**

**1. CALL TO ORDER**

Mayor Rice called the worksession meeting to order at 5:07 p.m.

**2. ROLL CALL**

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

Absent: Councilmember Schmidt.

Staff present: City Manager Greg Lee; Deputy Community Development Director Doug Borglund; Police Captain Eric Peterson; Finance Director Lori Yager; Engineering Technician Ben Nelson; Recording Secretary Cathy Sorensen.

**3. COUNCIL BUSINESS and/or DISCUSSION ITEMS**

3.1 Discussion; Downtown Security/City-wide Activity.

Police Captain Eric Peterson provided an update related to downtown security and other City-wide activity. He stated since Monday staff continues to do similar patrol with more focus on loitering issues, noting unwanted activity is decreasing but police are still actively working to deter loitering as it can be a potential for crime. Captain Peterson said the upcoming cold weather should help but said they are gearing up for spring and intend to be proactive instead of reactive. He noted the recent Light the Night Parade with larger than ever crowds ended with no criminal activity or arrests; the only event was one lost child who was quickly found. Captain Peterson said the remaining activities include the Grand Day Parade and tent parties that will include volunteers from other agencies to assist. He stated they expect no concerns but will be prepared.

Councilmember Weaver said the efforts have made an amazing difference in the downtown area from three months ago and thanked everyone involved. He said the challenge will continue but that police have a good handle on the situation.

Councilmember Freeburg thanked the Police Chief, Captain, and the department for their work, stating the merchants are very pleased as well.

Mayor Rice said the issue with homelessness and loitering is difficult to address but that people are learning to report right unwanted activity right away which is helping. He noted some of the activity is not vagrancy but just nuisances but that it needs to be reported to continue this trend.

Councilmember Weaver confirmed the 2017 budget allows for continued 24/7 security.

### 3.2 Discussion; Street Renewal Program (SRP) Assessment Rates.

Engineering Technician Ben Nelson shared the staff report stating in 2015 the assessment rates were increased about 4% and last year the assessment rates were increased about 6% for Street Renewal Program. Prior to that, assessments had not been increased since 2010 but historically rates were increased annually. Mr. Nelson stated increased rates will raise assessments and will increase revenue to the SRP funds which will help support future projects and shared that if no assessment increase is proposed for 2017, next year's SRP projects would be approximately 20% funded by assessments.

Mr. Nelson shared three options for the 2017 assessment rates based on a typical 80' residential lot and said staff is seeking direction from the City Council regarding the proposed assessment rates in 2017.

Councilmember Anderson inquired about last year's rates. Mr. Nelson said they began the season with the goal of spending 19.8% but spent 22.4%, which was still within the overall goal of the SRP of 25%. He said as costs increase we will lag again and suggest a 5% increase in rates.

Council consensus was to increase the assessment rates as proposed; 1% increase overall with sewer and water at 5% and 2.8% for units.

City Manager Greg Lee noted staff will not state that Council has adopted a rate increase but will indicate Council's intent that this is the rate residents will be paying.

Councilmember Weaver said it is important to continue the senior deferment option as it has been very helpful. He said he would also like to see the interest rate be decreased to 4% as interest rates have decreased overall.

Councilmember Freeburg said the rate increase would not result in much savings for a resident and that we need to offer a fair rate and stay ahead without making money. Councilmember Weaver agreed but suggested that other financing options be shared with residents, such as a bank loan, etc.

Mr. Lee said the message staff will share during neighborhood meetings for assessments is that the City is staying consistent with the CPI from previous years while treating everyone equally.

Mayor Rice inquired about drainage from Bonnel Field and potential danger because of all the rain events. Mr. Nelson said he did not believe there would be

any danger of someone getting caught in the system as there are safety grates on the culverts and that the depth is no more than two feet.

### 3.3 Update; Financial Management Plan and Practices.

Finance Director Lori Yager shared a staff report stating in 2012 the City Council approved the Financial Management Plan and Practice. She stated every four to five years this plan should be discussed and updated to keep the information current and relevant with the current City Council goals and objectives. Ms. Yager shared the proposed amendments and said staff is seeking to see if the amendments are still focused in the right direction and if there are additional goals or objectives that should be included. She stated based on input the plan will be brought forward for Council adoption in November or December.

Ms. Yager outlined the biggest changes were with regard to how revenues are made up in governmental funds, due in large part to not having tax increases the past few years. She said staff is recommending no changes to reserves, outlined some growth projection changes, and the biggest change is in enterprise funds and how we are using those funds.

Councilmember Weaver asked if there are changes being made on how transfers occur. Ms. Yager said no, just regarding how descriptions are done. She stated if trends continue as they are today that staff is recommending sales of the liquor stores by 2029. Ms. Yager said the City does not have the funding to remodel the stores as necessary and if they use the profit to remodel then there will be no funds for the park fund, which is the purpose of having the liquor stores. She said staff is working to compress expenses but eventually the stores will start losing money, noting though that they are not losing money yet.

Councilmember Weaver asked why the City recently purchased the adjoining parking lot if staff is recommending future closures. Ms. Yager said it was because staff thought the lot could be used either for additional needed parking or future remodeling space, which could increase sales by 10-15%, similar to what Fridley did with their liquor store. She said due to Highway 10 reconstruction we will eventually lose the west store, adding while sales are still strong we are seeing impacts from Coborn's too.

Mr. Lee explained process for State taking for highway reconstruction and said the west store will not do well once the current highway access is gone.

Councilmember Anderson said we should accelerate the plan to close the stores. Councilmember Weaver agreed, stating closure would open up opportunities for other businesses.

Mr. Lee said liquor store staff is aware of the 2020 Highway 10 access closure and Fair Oak and Highway 10 access closure in 2021. He said they have discussed potential relocation suggestions as well.

Mayor Rice said the east store experiences the best revenue but asked if we want to put ourselves in a position of expanding or remodeling or if the days of municipal liquor stores are fading. He agreed we should not wait five years but discuss this now. Ms. Yager agreed, stating if we had the funds to remodel that would be fine but we would have to borrow money.

Councilmember Freeburg said he does not want to deter other businesses from opportunities and that closure could impact downtown businesses, wine tasting tent parties, etc.

Council consensus was to begin the study to close the City's liquor stores.

Ms. Yager said the plan acknowledges the golf course as an amenity and not an enterprise and also recommends transfers from the electric fund to supplement the SRP. She said the golf park maintenance building will have to be funded in the amount of \$2.5 million, which the electric fund is currently supporting because of the failed bonding bill which requested a five-year extension. Ms. Yager said she is recommending funds be allocated in 2020 for the maintenance building which was built in 1992.

Ms. Yager shared how TIF districts are committed to pay for the parking ramp, the HRRD which will pay for the debt and the CRTV amount of \$225,000 with no development yet. She explained that the HRA has \$1.6 million allocated but will be decertified in 2017 and that no changes are being recommended regarding debt management and investments. She stated the proposed amendments to the financial plan will be brought forward in November for formal adoption.

#### 3.4 Development Update.

Deputy Community Development Director Doug Borglund provided a PowerPoint of current development activities in Anoka. He noted the current and proposed developments have resulted in changing the character of the City in many ways while adding value.

- Development 9: North Street and 11<sup>th</sup> Avenue - future wellness center for spring 2017 build
- Development 10: 11<sup>th</sup> Avenue – 30 one-level detached ownership townhomes; spring 2017 build
- Development 20: west side of Green Haven near Highland Park and Garfield Street; 46 ownership townhomes for 2017 build

- Development 17: east side of Green Haven on State Street - 7 ownership townhome units on 4<sup>th</sup> hole; 2017 build with golf community and potential use of golf carts on streets
- Development 12: 2<sup>nd</sup> and Monroe near downtown - HRA site; 29 three-story urban row house style—owner occupied for 2017 spring build

Mr. Borglund noted the HRA would like to see townhomes on this site and that they are still in discussions with the school district regarding parking. Council held discussion on potential parking solutions, stating there are 40-50 stalls available in Walker that no one is using. Council consensus was that more parking will be needed for this project and must be addressed; suggestion shared to reduce price of lots to provide for more parking.

- Site 8: 7<sup>th</sup> Avenue and Buchanan Street - TOD, mixed use/residential/retail/office for potential Kwik Trip; use would require code amended to allow use. Council consensus was to move forward with proposed code amendment to allow for Kwik Trip to construct; site plan review to include need for sidewalk for foot traffic
- Site 2: Rum River and 4<sup>th</sup> Avenue – concept plan by Lennar for owner occupied condos or townhomes but they are currently focused on Monroe Street sites. Council suggested buckthorn clean-up now during the interim period
- Site 3: 4<sup>th</sup> Avenue and Johnson Street – TOD, apartments or rowhomes, open to market rate apartments, working with someone now and will keep Council updated
- Site 18: Highway 10 and Green Haven Road – currently zoned single family for residential/medical/office; need to relocate existing maintenance facility. Hart Development may be interested but still working on current project. Consensus was not to have senior rental but owner-occupied building as this is a valuable site

Mr. Borglund shared an update on the Vista Outdoor, Inc. expansion and timeline, including the need for a lease agreement, development agreement, and foundation permit to start construction. He said there has been no title work yet but staff did issue a right-of-entry agreement to begin some work. Mr. Borglund said they intend to include this item with the special election canvass meeting on November 15 once confirmed with City Clerk Amy Oehlers.

#### **4. OTHER BUSINESS**

##### **4.1 Staff Update.**

None.

**5. COUNCILMEMBERS COMMENTS**

None.

**6. ADJOURNMENT**

Mayor Rice adjourned the Regular Worksession meeting at 7:05 p.m.

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

Approval Attestation:

Amy T. Oehlers, City Clerk

DRAFT

# COUNCIL MEMO FORM

4.1

Meeting Date	11-07-2016
Agenda Section	Open Forum
Item Description	Proclamation; Sons of Norway Day
Submitted By	Amy Oehlers, City Clerk

## **BACKGROUND INFORMATION**

Members of the Anoka Chapter of Sons of Norway (Vennekresten Lodge), will be present at the meeting to accept the Proclamation.



# PROCLAMATION

## SONS OF NORWAY DAY

### NOVEMBER 14, 2016

**WHEREAS,** Sons of Norway was instituted in the State of Minnesota in 1895 as a fraternal benefit society by 18 Norwegian–Americans; and

**WHEREAS,** Sons of Norway now has 45,000 members in over 375 lodges throughout the United States, Canada, and Norway; and

**WHEREAS,** Sons of Norway continues to attract members of both genders interested in Nordic culture and heritage; and

**WHEREAS,** Sons of Norway sponsors youth activities and awards scholarships to ensure the continuation of Nordic traditions; and

**WHEREAS,** Sons of Norway members are active volunteers within their communities throughout the year; and

**WHEREAS,** the Sons of Norway Anoka Minnesota Chapter, Vennekretsen Lodge, will hold their fortieth (40<sup>th</sup>) anniversary in Anoka on November 14, 2016, hosting past and present members from throughout the community.

**NOW, THEREFORE, BE IT RESOLVED,** that I, Phil Rice, as Mayor of the City of Anoka, Minnesota, on behalf of the Anoka City Council, do hereby proclaim November 14, 2016 as Sons of Norway, Vennekretsent Day, in the City of Anoka.

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**Phil Rice, Mayor**  
**City of Anoka–Minnesota**  
**November 16, 2016**

# COUNCIL MEMO FORM

4.2

Meeting Date	11-07-2016
Agenda Section	Open Forum
Item Description	Introduction of Greg Geiger, Electric Utility Director
Submitted By	Amy Oehlers, City Clerk

## **BACKGROUND INFORMATION**

Greg Geiger began employment with the City of Anoka last month.

He will be present at your meeting to be introduced to the City Council and the Community.

## CITY OF ANOKA—STAFF PROFILE



# GREG GEIGER

## ELECTRIC UTILITY DIRECTOR

### Employee Since:

October 2016

### Primary Duties:

- Provide engineering, direction, and support for all activities required for the Electric Utility and the City of Anoka.

### Background:

- Four years with the U.S. Air Force.
- 27 years with Marshfield Utilities, serving as a journeyman lineman and then as its electric operating supervisor.
- Education and recent employment history: Mid-State Technical College, Project Management with UW Madison, and various management courses through Municipal Electric Utilities of Wisconsin.

### Hometown:

Marshfield, WI

### Currently Lives In:

Coon Rapids, MN

### Interests/Hobbies Outside of Work:

Woodworking, landscaping, and spending every extra moment with my family.

### Point of Interest:

Married for 28 years to my wonderful wife, Dawn. Four children: Melissa, Michelle, Jonathan, and Jenna. All who try their very best to keep me grounded.



### CONTACT INFORMATION

Phone: 763-576-2904

E-mail: [ggeiger@ci.anoka.mn.us](mailto:ggeiger@ci.anoka.mn.us)



# COUNCIL MEMO FORM

4.3

Meeting Date	11-07-2016
Agenda Section	Open Forum
Item Description	Downtown Security/City-wide Activity

## **BACKGROUND INFORMATION**

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

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

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

## **COUNCIL DIRECTION REQUESTED**

General discussion only.

# COUNCIL MEMO FORM

6.1

Meeting Date	11-07-2016
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 November 7, 2016**

Page 1 of 7

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
603	Comm of Revenue	September 2016	Sep 2016 Sales & Use Tax	101	General Fund	\$70.65
138569	Anoka Comm Anti Crime C	10/05/2016	Fundraising Breakfast	101	General Fund	\$100.00
138572	Bureau of Crim. Apprehensi	358532	CJDN Access Fees	101	General Fund	\$780.00
138574	CenturyLink	7634217730	Oct Communications	101	General Fund	\$142.05
138574	CenturyLink	7634213343	Oct Communications	101	General Fund	\$471.05
138574	CenturyLink	7634211903	Oct Communications	101	General Fund	\$10.14
138574	CenturyLink	7634211903	Oct Communications	101	General Fund	\$10.13
138574	CenturyLink	612E340312	Oct Communications	101	General Fund	\$92.28
138574	CenturyLink	612E340040	Oct Communications	101	General Fund	\$76.96
138574	CenturyLink	7635769728	Oct Communications	101	General Fund	\$30.42
138574	CenturyLink	612E340068	Oct Communications	101	General Fund	\$320.62
138574	CenturyLink	612E340310	Oct Communications	101	General Fund	\$320.62
138574	CenturyLink	612E340311	Oct Communications	101	General Fund	\$320.62
138574	CenturyLink	612E340312	Oct Communications	101	General Fund	\$92.27
138576	Cintas	470815232	Uniforms	101	General Fund	\$28.03
138578	Cottens Automotive	227730	Parts / Supplies	101	General Fund	\$191.15
138578	Cottens Automotive	226407	Parts / Supplies	101	General Fund	\$4.99
138581	Dex Media East LLC	110095703	Oct 1 NW Suburban Yellow Pgs	101	General Fund	\$17.50
138586	FINKEN WATER CENTER	51142TF	Spring Water	101	General Fund	\$79.95
138586	FINKEN WATER CENTER	49132TF	Spring Water	101	General Fund	\$94.35
138587	Glasssource LLC	1113438	Parts / Supplies	101	General Fund	\$1,163.84
138589	Green Lights Recycling	16-5023	Recycling	101	General Fund	\$1,405.00
138592	Interstate Disposal	7779	Hauling/Disposal	101	General Fund	\$324.06
138597	MN Landscape Arboretum	10/17/2016	Annual Membership	101	General Fund	\$250.00
138602	PLEAA	10/31/2016	PLEAA Fall Training	101	General Fund	\$200.00
138603	Powerplan	P04608	Parts / Supplies	101	General Fund	\$1,292.98
138604	Presto Graphics	56653	Senior Van Graphics	101	General Fund	\$722.00
138606	Safety Signs	162340	Signs	101	General Fund	\$306.00
138606	Safety Signs	162348	Signs	101	General Fund	\$117.83
138607	Scott B. Rethwill	10/18/2016	Payroll Final	101	General Fund	\$124.33
138612	Anoka Area Chamber Com	017139	Annual Membership	101	General Fund	\$510.00
138614	Aspen Mills	187753	Uniform - T Adler	101	General Fund	\$103.45
138614	Aspen Mills	187750	Radio Holder	101	General Fund	\$49.70

**Paid Bill List for Ratification  
Bill List for November 7, 2016**

Page 2 of 7

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
138614	Aspen Mills	187751	Uniform - Carol	101	General Fund \$111.90
138614	Aspen Mills	187752	Uniform - Diane	101	General Fund \$99.90
138614	Aspen Mills	187791	Uniform - E Groebner	101	General Fund \$170.85
138614	Aspen Mills	187754	Uniform - S Thiel	101	General Fund \$103.45
138614	Aspen Mills	187755	Uniform - M Antigua	101	General Fund \$98.75
138614	Aspen Mills	187756	Uniform - M Fuhrmann	101	General Fund \$405.39
138617	CenturyLink	7634276646	Oct Communications	101	General Fund \$156.89
138617	CenturyLink	7633233651	Oct Communications	101	General Fund \$51.71
138617	CenturyLink	7633230326	Oct Communications	101	General Fund \$20.25
138617	CenturyLink	7633230326	Oct Communications	101	General Fund \$20.24
138617	CenturyLink	7633231091	Oct Communications	101	General Fund \$204.15
138618	Chief Supply Corporation	645.09	Traffic Vests	101	General Fund \$645.09
138619	Cintas	470815223	Uniforms	101	General Fund \$57.40
138619	Cintas	470815226	Mats	101	General Fund \$139.02
138619	Cintas	470816074	Mats	101	General Fund \$129.51
138619	Cintas	470815228	Mats	101	General Fund \$41.80
138619	Cintas	470815223	Uniforms	101	General Fund \$9.22
138621	Cottens Automotive	228895	Dispenser	101	General Fund \$71.52
138627	IDC Automatic	D327565-IN	Preventative Maintenance	101	General Fund \$565.00
138628	Interstate Disposal	7790	Hauling/Disposal	101	General Fund \$512.81
138629	Johnson Controls	1-40999208424	Service Agreement	101	General Fund \$7,091.00
138629	Johnson Controls	1-40869390661	Upgrade HVAC Controls	101	General Fund \$19,062.00
138631	LRRWMO - Permit	16-20	Permit Application	101	General Fund \$800.00
138632	Menard Cashway Lumber	28709	Parts / Supplies	101	General Fund \$135.80
138633	Mevco Marketing Group Inc	4274	Maintenance	101	General Fund \$825.00
138636	Petco	OA070292	Supplies	101	General Fund \$74.79
138641	Streicher's	I1229718	Supplies	101	General Fund \$1,464.75
138644	Thyssen Krupp Elevator	3002809252	Elevator Maintenance	101	General Fund \$116.70
138644	Thyssen Krupp Elevator	3002809252	Elevator Maintenance	101	General Fund \$116.70
138644	Thyssen Krupp Elevator	3002809252	Elevator Maintenance	101	General Fund \$116.70
138644	Thyssen Krupp Elevator	3002809252	Elevator Maintenance	101	General Fund \$116.70
138648	Zahl Equipment Company	0220586-IN	Monthly Inspections	101	General Fund \$191.75
138648	Zahl Equipment Company	0220587-IN	Monthly Inspections	101	General Fund \$196.75

**Paid Bill List for Ratification  
Bill List for November 7, 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>
<b>Fund Total</b>					\$43,746.46
138635	North Star Towing & Repair	49423	Tow Trailwind Trailer	210	Police Forfeiture \$160.00
<b>Fund Total</b>					\$160.00
138570	Audrey Ramsey	10/13/2016	Refund Overpayment	225	Cemetery \$100.00
<b>Fund Total</b>					\$100.00
138644	Thyssen Krupp Elevator	3002809252	Elevator Maintenance	260	Parking \$116.70
<b>Fund Total</b>					\$116.70
138579	D & T Landscaping	29468A	Sprinkler Repair 1571 9th A	415	Road Improve \$795.75
138579	D & T Landscaping	29472A	Sprinkler Repair 1604 8th A	415	Road Improve \$1,349.30
138579	D & T Landscaping	29463A	Sprinkler Repair 722 Brisbi	415	Road Improve \$598.20
138579	D & T Landscaping	29464A	Sprinkler Repair 1603 9th	415	Road Improve \$642.25
138579	D & T Landscaping	29465A	Sprinkler Repair 808 Brisbi	415	Road Improve \$542.85
138579	D & T Landscaping	29466A	Sprinkler Repair 830 Adam	415	Road Improve \$486.30
138579	D & T Landscaping	29467A	Sprinkler Repair 838 Adam	415	Road Improve \$492.45
138579	D & T Landscaping	29462A	Sprinkler Repair 1602 9th	415	Road Improve \$979.50
138579	D & T Landscaping	29469A	Sprinkler Repair 833 Adam	415	Road Improve \$521.50
138579	D & T Landscaping	29471A	Sprinkler Repair 736 Brisbe	415	Road Improve \$881.50
138579	D & T Landscaping	29470A	Sprinkler Repair 852 Adam	415	Road Improve \$660.65
138580	Dan Voss	10/13/2016	Driveway Reimbursement	415	Road Improve \$368.00
138647	YTS Companies, LLC	10602	Elm Tree Removal	415	Road Improve \$3,213.75
<b>Fund Total</b>					\$11,532.00
138582	Egan Mechanical Contracto	JC10143788	Wire Irrigation Pump	460	Park Improve \$3,374.11
138642	Surface Pro	1725	Enloe Park Surfacing Proje	460	Park Improve \$5,110.00
<b>Fund Total</b>					\$8,484.11
603	Comm of Revenue	September 2016	Sep 2016 Sales & Use Tax	600	Electric \$52.63
603	Comm of Revenue	September 2016	Sep 2016 Sales & Use Tax	600	Electric \$43.13
603	Comm of Revenue	September 2016	Sep 2016 Sales & Use Tax	600	Electric \$12.55
603	Comm of Revenue	September 2016	Sep 2016 Sales & Use Tax	600	Electric \$52.39
603	Comm of Revenue	September 2016	Sep 2016 Sales & Use Tax	600	Electric \$122,975.71
603	Comm of Revenue	September 2016	Sep 2016 Sales & Use Tax	600	Electric \$75.46
603	Comm of Revenue	September 2016	Sep 2016 Sales & Use Tax	600	Electric \$797.14
138566	Misc Vendor	00020161019668	04-026850-04	600	Electric \$44.29
138567	Misc Vendor	00020161019668	13-075930-04	600	Electric \$62.18

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
138571	Border State Electric Suppl	911997016	GUARD, U METAL 4"	600	Electric	\$301.67
138571	Border State Electric Suppl	911997016	GUARD, U METAL 6"	600	Electric	\$901.06
138574	CenturyLink	7634211903 Oct	Communications	600	Electric	\$10.14
138574	CenturyLink	612E340312 Oct	Communications	600	Electric	\$92.27
138574	CenturyLink	612E340060 Oct	Communications	600	Electric	\$352.00
138574	CenturyLink	612E341069 Oct	Communications	600	Electric	\$127.00
138583	Emerald Fence	16076	Temp Fence	600	Electric	\$4,516.00
138588	Graybar Electric Inc	987607278	TAPE, LABEL, BLK ON W	600	Electric	\$390.30
138588	Graybar Electric Inc	987607278	COVER, ENCLOSURE, 13"	600	Electric	\$363.85
138608	Stuart C Irby Co	S009836661.001	CLAMPS, HOT LINE S153	600	Electric	\$190.45
138608	Stuart C Irby Co	S009836661.001	CRIMPET, COMP. WR399	600	Electric	\$36.87
138611	Misc Vendor	00020161024668	11-142500-06	600	Electric	\$1,095.00
138615	Border State Electric Suppl	912056857	ARRESTER, 9KV, MOV	600	Electric	\$159.44
138622	Dakota Supply Group	C473298	Parts / Supplies	600	Electric	\$3,632.00
138623	Electric Systems of Anoka	6462	Fellowship Lift Station	600	Electric	\$2,693.00
138626	Frattallone's Hardware Stor	027919/J	Fuses	600	Electric	\$17.37
138638	Power System Engineering,	9020939	Misc Engineering	600	Electric	\$2,148.06
138639	Resco	660701-00	LUGS, 500MCM, 2 HOLE,	600	Electric	\$128.25
138643	T & R Service Co.	77723	PCB Analysis	600	Electric	\$105.00
138645	USIC Locating Services, In	202583	Sep 2016 Locating Svc	600	Electric	\$3,492.54
138646	Wesco	904231	CEMENT, PVC SOLVENT	600	Electric	\$129.35
138646	Wesco	906356	DUCT SEAL	600	Electric	\$118.50
138646	Wesco	907102	BRADY 5000-"A"	600	Electric	\$26.80
138646	Wesco	907102	BRADY 5000-"B"	600	Electric	\$26.80
138646	Wesco	907102	BRADY 5000-"4"	600	Electric	\$26.80
138646	Wesco	908604	AMPAC 55	600	Electric	\$198.00
<b>Fund Total</b>						\$145,394.00
138574	CenturyLink	612E340317 Oct	Communications	601	Water	\$117.00
138574	CenturyLink	612E348047 Oct	Communications	601	Water	\$68.40
138574	CenturyLink	612E340312 Oct	Communications	601	Water	\$92.28
138574	CenturyLink	612E340135 Oct	Communications	601	Water	\$70.54
138574	CenturyLink	7634211903 Oct	Communications	601	Water	\$10.14
138576	Cintas	470815224	Uniforms	601	Water	\$106.20

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
138584	Fastenal Company	MNTC8145146	Parts / Supplies	601	Water	\$74.99
138585	Ferguson Waterworks	0217775	Pipe Descaler	601	Water	\$137.39
138585	Ferguson Waterworks	0217772	Parts / Supplies	601	Water	\$2,679.20
138585	Ferguson Waterworks	0215969	Parts / Supplies	601	Water	\$550.00
138590	HD Supply Waterworks, Ltd	G181135	Parts / Supplies	601	Water	\$550.00
138590	HD Supply Waterworks, Ltd	G180964	Parts / Supplies	601	Water	\$177.57
138591	Interstate All Battery Center	1901202002546	Batteries	601	Water	\$9.28
138595	Menard Cashway Lumber	28257	Parts / Supplies	601	Water	\$191.09
138604	Presto Graphics	56736	Water Meter Cards	601	Water	\$35.84
138609	Verizon Wireless	9773002242	Communications	601	Water	\$70.02
138624	Fastenal Company	MNTC8145307	Parts / Supplies	601	Water	\$38.04
138645	USIC Locating Services, In	202601	Sep 2016 Locating Svc	601	Water	\$818.51
<b>Fund Total</b>						\$5,796.49
138574	CenturyLink	612E340287 Oct	Communications	602	Sewer Treatment	\$392.79
138574	CenturyLink	612E348001 Oct	Communications	602	Sewer Treatment	\$8.40
138574	CenturyLink	612E340312 Oct	Communications	602	Sewer Treatment	\$92.27
138574	CenturyLink	612E340090 Oct	Communications	602	Sewer Treatment	\$68.40
138574	CenturyLink	7634211903 Oct	Communications	602	Sewer Treatment	\$10.14
138574	CenturyLink	612E340117 Oct	Communications	602	Sewer Treatment	\$68.40
138574	CenturyLink	612E340101 Oct	Communications	602	Sewer Treatment	\$68.40
138585	Ferguson Waterworks	0215969	Parts / Supplies	602	Sewer Treatment	\$550.00
138632	Menard Cashway Lumber	28487	Parts / Supplies	602	Sewer Treatment	\$4.89
138634	Mulcahy, Inc	314618	Parts for Lift Station	602	Sewer Treatment	\$3,000.00
138645	USIC Locating Services, In	202601	Sep 2016 Locating Svc	602	Sewer Treatment	\$818.50
<b>Fund Total</b>						\$5,082.19
138632	Menard Cashway Lumber	28722	Concrete Mix	603	Storm Water	\$197.12
<b>Fund Total</b>						\$197.12
603	Comm of Revenue	September 2016	Sep 2016 Sales & Use Tax	609	Liquor Stores	\$0.60
603	Comm of Revenue	September 2016	Sep 2016 Sales & Use Tax	609	Liquor Stores	\$30,999.96
603	Comm of Revenue	September 2016	Sep 2016 Sales & Use Tax	609	Liquor Stores	\$7.88
138568	Adams Pest Control	2456182	Pest Control Store 2	609	Liquor Stores	\$23.45
138574	CenturyLink	7634213070 Oct	Communications	609	Liquor Stores	\$59.60
138577	Corporate Connection	43430	Uniforms	609	Liquor Stores	\$208.62

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
138594	Mavo Systems	57798	Removal of Asbestos Floor	609	Liquor Stores	\$17,800.00
138610	Waste Management	0039864-1706-5	Landfill Charges	609	Liquor Stores	\$182.69
138612	Anoka Area Chamber Com	017133	Annual Membership	609	Liquor Stores	\$115.00
138612	Anoka Area Chamber Com	017133	Annual Membership	609	Liquor Stores	\$115.00
138613	Anoka Co Highway Depart	Permit 16-152	Permit Fees	609	Liquor Stores	\$150.00
138616	Breakthru Beverage Minnes	1080528084	Merchandise for Resale	609	Liquor Stores	\$961.07
138617	CenturyLink	7634271821 Oct	Communications	609	Liquor Stores	\$65.39
138620	Comcast	0231342 Oct 201	Internet	609	Liquor Stores	\$110.75
138637	Phillips Wine & Spirits	2050509	Merchandise for Resale	609	Liquor Stores	\$2,259.50
<b><i>Fund Total</i></b>						\$53,059.51
603	Comm of Revenue	September 2016	Sep 2016 Sales & Use Tax	614	Golf	\$6,168.14
603	Comm of Revenue	September 2016	Sep 2016 Sales & Use Tax	614	Golf	\$45.79
603	Comm of Revenue	September 2016	Sep 2016 Sales & Use Tax	614	Golf	\$9.70
603	Comm of Revenue	September 2016	Sep 2016 Sales & Use Tax	614	Golf	\$87.74
603	Comm of Revenue	September 2016	Sep 2016 Sales & Use Tax	614	Golf	\$11.66
138573	Callaway Golf	927207120	Merchandise for Resale	614	Golf	\$287.55
138574	CenturyLink	7635769728 Oct	Communications	614	Golf	\$30.41
138576	Cintas	470815232	Uniforms	614	Golf	\$28.03
138599	MTI Distributing Company	1076891-00	Parts / Supplies	614	Golf	\$385.24
138601	Plaisted Company	4434	Topdressing Sand	614	Golf	\$1,396.48
138605	River's End Holdings	11708846	Merchandise for Resale	614	Golf	\$2,047.54
138617	CenturyLink	7633230326 Oct	Communications	614	Golf	\$20.25
138617	CenturyLink	7633233651 Oct	Communications	614	Golf	\$9.12
138640	South Bay Design	100116	Quarterly Hosting Chg	614	Golf	\$330.00
<b><i>Fund Total</i></b>						\$10,857.65
603	Comm of Revenue	September 2016	Sep 2016 Sales & Use Tax	616	Refuse	\$874.46
<b><i>Fund Total</i></b>						\$874.46
138600	Pioneer SecureShred	28951	Shredding Event	617	Recycling	\$690.00
<b><i>Fund Total</i></b>						\$690.00
138574	CenturyLink	612E340312 Oct	Communications	701	Vehicle Maintenance	\$92.28
138574	CenturyLink	7634211903 Oct	Communications	701	Vehicle Maintenance	\$10.14
138576	Cintas	470811925	Uniforms	701	Vehicle Maintenance	\$186.94
138578	Cottens Automotive	226816	Hose & Fittings	701	Vehicle Maintenance	\$289.28

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
138593	LANO EQUIPMENT	02-393143	Parts / Supplies	701	Vehicle Maintenance	\$24.73
138596	MN DNR License Center	HX3298	Artic Cat Reg #13-10	701	Vehicle Maintenance	\$78.50
						\$681.87
<i>Fund Total</i>						
138589	Green Lights Recycling	16-5023	Recycling	702	IT	\$342.41
						\$342.41
<i>Fund Total</i>						
138585	Ferguson Waterworks	0218005	Feld Decoder/Lightning Da	715	Insurance	\$2,951.51
138625	Ferguson Waterworks	0217975	Decoder Cable	715	Insurance	\$1,060.55
138630	Leibold Irrigation, Inc.	0006631-IN	Irrigation Parts	715	Insurance	\$3,667.65
						\$7,679.71
<i>Fund Total</i>						
138598	MN UI Fund	5113236 10/1/16	YF Unemployment Ins	801	Youth First	\$55.64
						\$55.64
<i>Fund Total</i>						
<i>Grand Total</i>						\$294,850.32

**PAYROLL**

PP 22

BILL LIST DATE

11/07/16

GROSS PAYROLL - REG

\$356,854.49

LESS EMPLOYEE SHARE OF BENEFITS

(\$2,212.60)

\$354,641.89

EMPLOYER SHARE HEALTH INSURANCE

\$22,291.00

EMPLOYER SHARE FICA & MEDICARE

\$20,041.81

EMPLOYER SHARE PERA

\$33,390.75

\$75,723.56

TOTAL PAYROLL

\$430,365.45

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
138684	Ace Solid Waste	2243868	Nov 2016 Garbage Svc	101 General Fund	\$221.62
138684	Ace Solid Waste	2243868	Nov 2016 Garbage Svc	101 General Fund	\$51.57
138684	Ace Solid Waste	2243868	Nov 2016 Garbage Svc	101 General Fund	\$52.21
138684	Ace Solid Waste	2243868	Nov 2016 Garbage Svc	101 General Fund	(\$203.93)
138684	Ace Solid Waste	2243868	Nov 2016 Garbage Svc	101 General Fund	\$99.91
138684	Ace Solid Waste	2243868	Nov 2016 Garbage Svc	101 General Fund	\$136.86
138684	Ace Solid Waste	2243868	Nov 2016 Garbage Svc	101 General Fund	\$66.49
138684	Ace Solid Waste	2243868	Nov 2016 Garbage Svc	101 General Fund	\$35.18
138684	Ace Solid Waste	2243868	Nov 2016 Garbage Svc	101 General Fund	\$192.48
138684	Ace Solid Waste	2243868	Nov 2016 Garbage Svc	101 General Fund	\$693.94
138688	Anoka Area Chamber Co	017235	Annual Meeting Table	101 General Fund	\$125.00
138688	Anoka Area Chamber Co	017402	Anoka Bucks - Volunteers	101 General Fund	\$1,000.00
138690	Anoka Co Central Comm	2016-321	Sep 2016 Wireless Internet	101 General Fund	\$559.21
138692	Aspen Mills	188904	Uniform - M Whitaker	101 General Fund	\$1,147.95
138692	Aspen Mills	188900	Uniform - T Newton	101 General Fund	\$1,287.95
138692	Aspen Mills	188790	Uniform - T Gagnon	101 General Fund	\$101.70
138692	Aspen Mills	188789	Uniform - T Gagnon	101 General Fund	\$1,147.95
138692	Aspen Mills	188788	Uniform - A Youngquist	101 General Fund	\$1,038.90
138692	Aspen Mills	188469	Uniform - M Yates	101 General Fund	\$59.80
138692	Aspen Mills	188465	Uniform - Misc	101 General Fund	\$427.55
138692	Aspen Mills	188468	Uniform - T Adler	101 General Fund	\$119.50
138692	Aspen Mills	188905	Uniform - D Nelson	101 General Fund	\$1,147.95
138692	Aspen Mills	188903	Uniform - T Schneider	101 General Fund	\$1,147.95
138692	Aspen Mills	188902	Uniform - M Antigua	101 General Fund	\$1,197.95
138692	Aspen Mills	188901	Uniform - M Welman	101 General Fund	\$1,197.95
138692	Aspen Mills	188466	Uniform - S Ross	101 General Fund	\$532.79
138692	Aspen Mills	188464	Uniform - C Lattimore	101 General Fund	\$1,317.41
138692	Aspen Mills	188146	Uniform - E Peterson	101 General Fund	\$948.95
138692	Aspen Mills	188145	Uniform - W MacFarlane	101 General Fund	\$305.15
138692	Aspen Mills	188467	Uniform - J Anderson	101 General Fund	\$1,127.95
138696	Benefit Extras, Inc	69827	Monthly Cobra	101 General Fund	\$62.75
138703	Brodin Studios, Inc	5554	Monument Restoration	101 General Fund	\$275.00
138703	Brodin Studios, Inc	5556	Monument Restoration	101 General Fund	\$250.00
138705	Carr's Tree Service, Inc	97461	Week of 09/05/2016	101 General Fund	\$3,739.18
138705	Carr's Tree Service, Inc	97467	Week of 09/12/2016	101 General Fund	\$1,298.25

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
138707	Chief Supply Corporation	277954	Supplies	101 General Fund	\$344.34
138708	Cintas	470825151	Mats	101 General Fund	\$41.80
138708	Cintas	470821849	Uniforms	101 General Fund	\$9.22
138708	Cintas	470821849	Uniforms	101 General Fund	\$57.40
138708	Cintas	470819382	Mats / Misc	101 General Fund	\$129.51
138708	Cintas	470818541	Uniforms	101 General Fund	\$28.03
138708	Cintas	470822688	Mats / Misc	101 General Fund	\$129.51
138708	Cintas	470821859	Uniforms	101 General Fund	\$28.03
138708	Cintas	470821853	Mats / Misc	101 General Fund	\$139.02
138708	Cintas	470821850	Uniforms	101 General Fund	\$455.93
138708	Cintas	470825149	Mats	101 General Fund	\$79.92
138708	Cintas	470825147	Uniforms	101 General Fund	\$9.22
138708	Cintas	470825147	Uniforms	101 General Fund	\$57.40
138708	Cintas	470825146	Uniforms	101 General Fund	\$49.65
138708	Cintas	470825156	Uniforms	101 General Fund	\$28.03
138708	Cintas	470821855	Mats / Misc	101 General Fund	\$41.80
138710	City of Blaine	10/24/2016	NSC/MNCAR	101 General Fund	\$177.50
138711	City of Coon Rapids	11680	2016 Seal Coating	101 General Fund	\$1,628.04
138712	City of Minneapolis	400451000465	Sep 2016 APS Trans Fees	101 General Fund	\$1,195.20
138714	City of Roseville	0222060	Oct 2016 Phones	101 General Fund	\$29.30
138714	City of Roseville	0222060	Oct 2016 Phones	101 General Fund	\$56.24
138714	City of Roseville	0222060	Oct 2016 Phones	101 General Fund	\$28.12
138714	City of Roseville	0222060	Oct 2016 Phones	101 General Fund	\$28.12
138714	City of Roseville	0222060	Oct 2016 Phones	101 General Fund	\$69.43
138714	City of Roseville	0222060	Oct 2016 Phones	101 General Fund	\$467.30
138714	City of Roseville	0222060	Oct 2016 Phones	101 General Fund	\$475.46
138714	City of Roseville	0222060	Oct 2016 Phones	101 General Fund	\$28.12
138714	City of Roseville	0222060	Oct 2016 Phones	101 General Fund	\$85.63
138714	City of Roseville	0222060	Oct 2016 Phones	101 General Fund	\$43.77
138714	City of Roseville	0222060	Oct 2016 Phones	101 General Fund	\$14.06
138714	City of Roseville	0221989	Sept 2016 Phones	101 General Fund	\$41.18
138714	City of Roseville	0222060	Oct 2016 Phones	101 General Fund	\$41.18
138714	City of Roseville	0222060	Oct 2016 Phones	101 General Fund	\$14.06
138714	City of Roseville	0221989	Sept 2016 Phones	101 General Fund	\$28.12
138714	City of Roseville	0222060	Oct 2016 Phones	101 General Fund	\$12.19

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
138714	City of Roseville	0221989	Sept 2016 Phones	101 General Fund	\$28.12
138714	City of Roseville	0221989	Sept 2016 Phones	101 General Fund	\$12.19
138714	City of Roseville	0221989	Sept 2016 Phones	101 General Fund	\$69.43
138714	City of Roseville	0221989	Sept 2016 Phones	101 General Fund	\$467.30
138714	City of Roseville	0221989	Sept 2016 Phones	101 General Fund	\$475.46
138714	City of Roseville	0221989	Sept 2016 Phones	101 General Fund	\$28.12
138714	City of Roseville	0221989	Sept 2016 Phones	101 General Fund	\$29.30
138714	City of Roseville	0221989	Sept 2016 Phones	101 General Fund	\$14.06
138714	City of Roseville	0221989	Sept 2016 Phones	101 General Fund	\$85.63
138714	City of Roseville	0221989	Sept 2016 Phones	101 General Fund	\$43.77
138714	City of Roseville	0221989	Sept 2016 Phones	101 General Fund	\$14.06
138714	City of Roseville	0221989	Sept 2016 Phones	101 General Fund	\$56.24
138715	Classic Construction	18388	Replace Curb	101 General Fund	\$1,255.00
138715	Classic Construction	18440	Sidewalk	101 General Fund	\$3,848.83
138715	Classic Construction	18388	Sidewalk	101 General Fund	\$1,121.00
138715	Classic Construction	18440	Bench Pads	101 General Fund	\$685.44
138716	CMT Diversified Janitoria	3229	Nov 2016 Cleaning	101 General Fund	\$1,689.00
138718	Comcast	0226193 Oct 2016	Cable / Internet	101 General Fund	\$215.34
138719	Commercial Asphalt Co	161015	Duradrive	101 General Fund	\$1,424.42
138720	Commers The Water Co	68768	Solar Salt	101 General Fund	\$45.50
138721	Connexus Energy	202884-Oct 2016	Street Lights	101 General Fund	\$36.46
138721	Connexus Energy	171141-Oct 2016	Street Lights	101 General Fund	\$11.37
138721	Connexus Energy	171140-Oct 2016	Street Lights	101 General Fund	\$78.33
138722	Coops Locksmith	40501	Padlocks	101 General Fund	\$156.00
138723	Cottens Automotive	231952	Parts / Supplies	101 General Fund	\$72.12
138723	Cottens Automotive	233275	Fork Lift Battery	101 General Fund	\$93.98
138724	Crosstown Masonry Inc	136	Carpenter Hall Trash Enc	101 General Fund	\$14,500.00
138731	Earl F. Andersen, Inc	0112626-IN	Parts / Supplies	101 General Fund	\$347.50
138733	ECM Publishers	421957	Zoning	101 General Fund	\$48.38
138733	ECM Publishers	421960	Comprehensive Plan	101 General Fund	\$69.88
138733	ECM Publishers	421958	Comprehensive Plan	101 General Fund	\$64.50
138733	ECM Publishers	421961	Zoning Amendment	101 General Fund	\$48.38
138733	ECM Publishers	419743	Personnel - Security Officer	101 General Fund	\$392.40
138733	ECM Publishers	417074	Personnel - Sr Ctr Driver	101 General Fund	\$192.15
138733	ECM Publishers	421959	Comprehensive Plan	101 General Fund	\$64.50

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Check #	Vendor Alpha Name	Invoice #	Description	Fund	Amount
138736	Fastenal Company	MNTC8145529	Parts / Supplies	101 General Fund	\$5.48
138738	Ferrellgas	1093590353	Propane	101 General Fund	\$10.00
138741	GFOA	0100744 10/19/16	Membership Renewal	101 General Fund	\$150.00
138742	Glasssource LLC	I113645	Parts / Supplies	101 General Fund	\$244.90
138742	Glasssource LLC	I113646	Parts / Supplies	101 General Fund	\$763.05
138747	Hakanson Anderson	36877	AN901 General Engineering	101 General Fund	\$452.20
138747	Hakanson Anderson	36874	AN412 Riverdale Wetland	101 General Fund	\$2,634.63
138747	Hakanson Anderson	36877	AN901 General Engineering	101 General Fund	\$1,055.40
138748	Hawkins & Baumgartner,	10/07/2016	Sept 2016 Legal Svc	101 General Fund	\$3,662.82
138750	Hennepin Co I.T. Dept	1000082905	2016 ACE	101 General Fund	\$500.00
138751	Hennepin Technical Coll	00359339	Trenching	101 General Fund	\$54.99
138751	Hennepin Technical Coll	00359339	Trenching	101 General Fund	\$110.04
138753	Ink Wizards, Inc	72301	City Crest on Jackets	101 General Fund	\$24.00
138754	Innovative Office Solutio	IN1361128	Supplies	101 General Fund	\$17.00
138754	Innovative Office Solutio	INV1353488	Supplies	101 General Fund	\$374.87
138754	Innovative Office Solutio	INV1351102	Supplies	101 General Fund	\$96.90
138754	Innovative Office Solutio	INV1351102	Supplies	101 General Fund	\$6.81
138754	Innovative Office Solutio	INV1351102	Supplies	101 General Fund	\$2.68
138754	Innovative Office Solutio	IN1373209	Supplies	101 General Fund	\$460.26
138754	Innovative Office Solutio	IN1365091	Supplies	101 General Fund	\$74.34
138754	Innovative Office Solutio	IN1363326	Supplies	101 General Fund	\$20.72
138754	Innovative Office Solutio	IN1356308	Supplies	101 General Fund	\$11.90
138754	Innovative Office Solutio	IN1356308	Supplies	101 General Fund	\$111.74
138754	Innovative Office Solutio	IN1363326	Supplies	101 General Fund	\$129.30
138755	Interstate All Battery Cen	1901299000851	Supplies	101 General Fund	\$74.72
138764	Lehmann's Repair	193007	Snow Blower / Chain Saw Par	101 General Fund	\$40.00
138764	Lehmann's Repair	193006	Snow Blower Parts	101 General Fund	\$33.14
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	101 General Fund	\$34.06
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	101 General Fund	\$70.12
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	101 General Fund	\$24.97
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	101 General Fund	\$149.55
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	101 General Fund	\$59.58
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	101 General Fund	\$24.51
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	101 General Fund	\$732.82
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	101 General Fund	\$18.66

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	101	General Fund \$21.67
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	101	General Fund \$47.27
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	101	General Fund \$28.89
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	101	General Fund \$104.29
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	101	General Fund \$20.01
138767	Marco, Inc	INV3697353	Copier	101	General Fund \$183.19
138768	Menard Cashway Lumbe	29593	Parts / Supplies	101	General Fund \$9.79
138768	Menard Cashway Lumbe	30101 10/25/16	Parts / Supplies	101	General Fund \$51.78
138768	Menard Cashway Lumbe	29079	Parts / Supplies	101	General Fund \$38.50
138768	Menard Cashway Lumbe	29797	Parts / Supplies	101	General Fund \$9.36
138768	Menard Cashway Lumbe	30018	Parts / Supplies	101	General Fund \$20.40
138770	Minnesota Equipment	P22123	Mower Parts	101	General Fund \$643.90
138770	Minnesota Equipment	P22934	Mower Parts	101	General Fund \$442.03
138772	MN DNR	1976-6188 10/14/16	Water Use	101	General Fund \$240.82
138776	MN Office of Enterprise	W16090678	State Phones	101	General Fund \$27.50
138776	MN Office of Enterprise	W16090678	State Phones	101	General Fund \$82.50
138776	MN Office of Enterprise	W16090678	State Phones	101	General Fund \$27.50
138776	MN Office of Enterprise	W16090678	State Phones	101	General Fund \$20.62
138776	MN Office of Enterprise	W16090678	State Phones	101	General Fund \$27.50
138776	MN Office of Enterprise	W16090678	State Phones	101	General Fund \$68.75
138776	MN Office of Enterprise	W16090678	State Phones	101	General Fund \$45.84
138776	MN Office of Enterprise	W16090678	State Phones	101	General Fund \$23.38
138781	Nextel Communications	872559421-153	Cell Phones 09/15 - 10/14/16	101	General Fund \$27.42
138781	Nextel Communications	872559421-153	Cell Phones 09/15 - 10/14/16	101	General Fund \$679.32
138781	Nextel Communications	872559421-153	Cell Phones 09/15 - 10/14/16	101	General Fund \$16.76
138781	Nextel Communications	872559421-153	Cell Phones 09/15 - 10/14/16	101	General Fund \$328.32
138782	Northern Sanitary Supply	183065	Supplies	101	General Fund \$9.02
138782	Northern Sanitary Supply	182955	Supplies	101	General Fund \$22.89
138782	Northern Sanitary Supply	183064	Supplies	101	General Fund \$333.54
138782	Northern Sanitary Supply	183063	Supplies	101	General Fund \$532.06
138782	Northern Sanitary Supply	182871	Supplies	101	General Fund \$39.00
138783	Northland Chemical Corp	5062761	Wash Bay Supplies	101	General Fund \$96.42
138783	Northland Chemical Corp	5062759	Supplies	101	General Fund \$215.57
138789	Plant & Flanged Equipm	0068094-IN	Parts / Supplies	101	General Fund \$128.20
138792	Powerplan	P04986	Parts / Supplies	101	General Fund \$73.21

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
138793	Presto Graphics	56832	Halloween Parade Signs	101	General Fund \$151.74
138793	Presto Graphics	56927	Senior Times Newsletter	101	General Fund \$289.52
138793	Presto Graphics	56947	Tresspassing Notices	101	General Fund \$293.52
138799	Rum River Veterinary Cli	258608	Svc for Barrett	101	General Fund \$195.00
138800	Safety Signs	163692	Round Poles	101	General Fund \$1,326.00
138802	Short Elliott Hendrickson	322866	General Engineering	101	General Fund \$578.69
138809	Ted Hagfors	1613	Electrical Inspections	101	General Fund \$2,017.60
138810	The Emblem Authority	22659	Rocker Selections	101	General Fund \$300.00
138813	TimeSaver Off Site Sec.	M22426	10/3/16 - City Council Mtg	101	General Fund \$136.00
138813	TimeSaver Off Site Sec.	M22427	10/4/16 Planning Commission	101	General Fund \$203.00
138816	UPS Freight	00007AF825436	Freight Charges	101	General Fund \$6.33
138816	UPS Freight	00007AF825436	Freight Charges	101	General Fund \$4.38
138817	US Bank	10138381	Admin Fees	101	General Fund \$6,711.38
138823	Zahl Equipment Compan	0220845-IN	Monthly Inspections	101	General Fund \$191.75
138823	Zahl Equipment Compan	0220846-IN	Monthly Inspections	101	General Fund \$196.75
138824	Ziegler, Inc	F0427701	Equipment Rental	101	General Fund \$2,601.60
138825	Alexander Signs	10/03/2016	Exterior Sign - Elections	101	General Fund \$2,030.00
138826	Anoka Co Central Comm	2016-311	2016 3rd Qtr State Access Fe	101	General Fund \$630.00
138829	Center Point Energy	80000141517 Oct 16	Gas Utility	101	General Fund \$321.99
138829	Center Point Energy	80000141517 Oct 16	Gas Utility	101	General Fund \$45.48
138829	Center Point Energy	80000141517 Oct 16	Gas Utility	101	General Fund \$44.91
138829	Center Point Energy	80000141517 Oct 16	Gas Utility	101	General Fund \$376.55
138829	Center Point Energy	80000141517 Oct 16	Gas Utility	101	General Fund \$29.45
138829	Center Point Energy	80000141517 Oct 16	Gas Utility	101	General Fund \$413.64
138829	Center Point Energy	80000141517 Oct 16	Gas Utility	101	General Fund \$29.45
138829	Center Point Energy	80000141517 Oct 16	Gas Utility	101	General Fund \$528.51
138829	Center Point Energy	80000141517 Oct 16	Gas Utility	101	General Fund \$94.71
138830	Central Irrigation Supply	6051847-00	Sensors	101	General Fund \$118.20
138831	Cintas	470818533	Uniforms	101	General Fund \$88.95
138831	Cintas	470818537	Mats	101	General Fund \$41.80
138831	Cintas	470818535	Mats	101	General Fund \$139.02
138831	Cintas	470818533	Uniforms	101	General Fund \$9.22
138834	ECM Publishers	414807	Home Rule Charger Comm	101	General Fund \$32.25
138834	ECM Publishers	414806	Boards & Commissions	101	General Fund \$53.75
138838	Ink Wizards, Inc	72233	Anoka Crest on Garments	101	General Fund \$108.00

**Bill List for November 7, 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>
138840	IPS	1258-66198	Camera Changes	101 General Fund	\$3,444.00
138841	Jeff Olson	10/26/2016	Wine Tasting	101 General Fund	\$123.49
138843	Menard Cashway Lumbe	28837	Young Artist Supplies	101 General Fund	\$99.73
138843	Menard Cashway Lumbe	28271	Parts / Supplies	101 General Fund	\$61.66
138843	Menard Cashway Lumbe	28808	Young Artist Supplies	101 General Fund	\$38.12
138844	MTI Distributing Compan	1093037-00	Parts / Supplies	101 General Fund	\$368.44
138845	Northern Sanitary Supply	182824	Supplies	101 General Fund	\$2,446.78
138846	Olson & Sons Electric, In	54023	Sunny Acres Well Motor	101 General Fund	\$1,860.25
138848	Safety Signs	163639	No Loitering Signs	101 General Fund	\$944.00
<b>Fund Total</b>					\$103,436.05
138703	Brodin Studios, Inc	5556	Monument Restoration	225 Cemetery	\$1,000.00
138703	Brodin Studios, Inc	5554	Monument Restoration	225 Cemetery	\$275.00
138717	Cold Spring Granite Mem	20-10380-A	Plaque	225 Cemetery	\$230.00
138754	Innovative Office Solutio	INV1354563	Supplies	225 Cemetery	\$89.10
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	225 Cemetery	\$18.66
<b>Fund Total</b>					\$1,612.76
138684	Ace Solid Waste	2243868	Nov 2016 Garbage Svc	250 Ramp	\$88.66
<b>Fund Total</b>					\$88.66
138784	Oertel Architects	3	Greenhaven Restrooms	405 Building Impro	\$1,750.00
<b>Fund Total</b>					\$1,750.00
138726	D & T Landscaping	29929	Svc 821 Adams	415 Road Improve	\$145.00
138730	Douglas-Kerr Undergrou	Final 2015 Street	2015 Street Renewal	415 Road Improve	\$38,481.33
138747	Hakanson Anderson	36873	AN377 2016 Street Renewal	415 Road Improve	\$36,425.34
138747	Hakanson Anderson	36872	AN367 Slab Town	415 Road Improve	\$963.28
138832	D & T Landscaping	29448	Repair - 1552 9th Ave	415 Road Improve	\$708.00
<b>Fund Total</b>					\$76,722.95
138759	Kimley-Horn & Assoc, In	8328908	Anoka Station Park	460 Park Improve	\$15,400.00
138804	Sunram Construction, In	Final 10/28/2016	Mississippi River Trail	460 Park Improve	\$24,901.08
<b>Fund Total</b>					\$40,301.08
138748	Hawkins & Baumgartner,	10/07/2016	Sept 2016 Legal Svc	481 Redevelopmen	\$76.95
<b>Fund Total</b>					\$76.95
138698	Bolton & Menk, Inc	0195837	Green Haven Pkwy	482 Greens of Ano	\$27,330.00
138748	Hawkins & Baumgartner,	10/07/2016	Sept 2016 Legal Svc	482 Greens of Ano	\$123.12
<b>Fund Total</b>					\$27,453.12
138745	Great Northern Landscap	11702	Landscape Parking Lot	485 Enterprise Par	\$795.00

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Fund</i>	<i>Amount</i>
138747	Hakanson Anderson	36876	AN624 Riverplace Utility	485	Enterprise Par	\$5,064.43
138759	Kimley-Horn & Assoc, In	8363790	2nd Ave Parking Lot	485	Enterprise Par	\$954.00
						\$6,813.43
<b><i>Fund Total</i></b>						
138649	Misc Vendor	000201610286686	01-019340-07	600	Electric	\$400.00
138650	Misc Vendor	000201610286687	01-044500-01	600	Electric	\$300.00
138651	Misc Vendor	000201610286688	01-312650-04	600	Electric	\$400.00
138652	Misc Vendor	000201610286689	02-233060-02	600	Electric	\$1,200.00
138653	Misc Vendor	000201610286690	02-541200-02	600	Electric	\$100.00
138654	Misc Vendor	000201610286691	11-141420-07	600	Electric	\$400.00
138655	Misc Vendor	000201610286692	21-356490-14	600	Electric	\$400.00
138656	Misc Vendor	000201611016693	01-018950-03	600	Electric	\$360.22
138657	Misc Vendor	000201611016694	01-180050-05	600	Electric	\$72.06
138658	Misc Vendor	000201611016695	01-503520-98	600	Electric	\$127.13
138659	Misc Vendor	000201611016696	01-505300-10	600	Electric	\$32.84
138660	Misc Vendor	000201611016697	01-520560-03	600	Electric	\$100.09
138661	Misc Vendor	000201611016698	01-527480-06	600	Electric	\$95.00
138662	Misc Vendor	000201611016699	01-528320-03	600	Electric	\$27.00
138663	Misc Vendor	000201611016700	01-534320-04	600	Electric	\$171.08
138664	Misc Vendor	000201611016701	01-535860-05	600	Electric	\$112.00
138665	Misc Vendor	000201611016702	12-151450-00	600	Electric	\$50.95
138666	Misc Vendor	000201611016703	13-075830-01	600	Electric	\$125.00
138667	Misc Vendor	000201611016704	13-141870-04	600	Electric	\$33.11
138668	Misc Vendor	000201611016705	13-144210-12	600	Electric	\$51.93
138669	Misc Vendor	000201611016706	13-154040-34	600	Electric	\$32.70
138670	Misc Vendor	000201611016707	13-274380-03	600	Electric	\$42.00
138671	Misc Vendor	000201611016708	13-575660-03	600	Electric	\$68.40
138672	Misc Vendor	000201611016709	13-628530-06	600	Electric	\$29.73
138673	Misc Vendor	000201611016710	13-628660-03	600	Electric	\$76.61
138674	Misc Vendor	000201611016711	13-721510-04	600	Electric	\$87.39
138675	Misc Vendor	000201611016712	13-721890-03	600	Electric	\$38.44
138676	Misc Vendor	000201611016713	13-726580-06	600	Electric	\$75.44
138677	Misc Vendor	000201611016714	21-323850-13	600	Electric	\$139.00
138678	Misc Vendor	000201611016715	21-326360-02	600	Electric	\$81.72
138679	Misc Vendor	000201611016716	21-330210-05	600	Electric	\$70.01
138680	Misc Vendor	000201611016717	21-330260-04	600	Electric	\$122.04

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
138681	Misc Vendor	000201611016718	21-368420-04	600 Electric	\$54.33
138682	Misc Vendor	000201611016719	21-387380-05	600 Electric	\$92.39
138683	Misc Vendor	000201611016720	21-603600-06	600 Electric	\$16.00
138684	Ace Solid Waste	2243868	Nov 2016 Garbage Svc	600 Electric	\$51.57
138699	Border State Electric Sup	911854615	CONNECTOR,CU,SPLIT BOL	600 Electric	\$382.23
138699	Border State Electric Sup	911989612	Parts / Supplies	600 Electric	\$3,521.53
138699	Border State Electric Sup	911906817	NON-INVENTORY	600 Electric	\$154.61
138699	Border State Electric Sup	911937066	ROD, GROUND 5/8" X 8'	600 Electric	\$233.42
138699	Border State Electric Sup	912039048	Parts / Supplies	600 Electric	\$193.12
138699	Border State Electric Sup	912095224	LUGS, 500MCM, 2 HOLE, CR	600 Electric	\$455.47
138699	Border State Electric Sup	911937067	POLYWATER, CLEANER WI	600 Electric	\$771.55
138699	Border State Electric Sup	911854615	CONNECTOR,CU,SPLIT BOL	600 Electric	\$442.56
138699	Border State Electric Sup	911937066	GUARD, U, METAL, 4"	600 Electric	\$33.28
138699	Border State Electric Sup	911854614	TAPE, ELECTRICAL, VINYL,	600 Electric	\$91.49
138699	Border State Electric Sup	911847063	GUARDS, TREE	600 Electric	\$782.33
138699	Border State Electric Sup	911854614	TAPE, ELECTRICAL, VINYL,	600 Electric	\$91.49
138699	Border State Electric Sup	911854614	TAPE, ELECTRICAL, VINYL,	600 Electric	\$91.49
138708	Cintas	470818532	Uniforms	600 Electric	\$160.93
138708	Cintas	470821848	Uniforms	600 Electric	\$156.83
138708	Cintas	470825145	Uniforms	600 Electric	\$156.83
138714	City of Roseville	0222060	Oct 2016 Phones	600 Electric	\$163.83
138714	City of Roseville	0221989	Sept 2016 Phones	600 Electric	\$163.83
138729	Dehn Oil Company Inc	48636	Diesel	600 Electric	\$334.66
138736	Fastenal Company	MNTC8145812	Parts / Supplies	600 Electric	\$13.01
138746	Great River Energy	U1609A235	Mapping Svcs	600 Electric	\$840.19
138748	Hawkins & Baumgartner,	10/07/2016	Sept 2016 Legal Svc	600 Electric	\$615.60
138751	Hennepin Technical Coll	00359339	Trenching	600 Electric	\$18.34
138751	Hennepin Technical Coll	00359339	Trenching	600 Electric	\$219.96
138751	Hennepin Technical Coll	00359339	Trenching	600 Electric	\$18.34
138756	J.H. Larson Electric Com	S101316902.002	Parts / Supplies	600 Electric	\$212.19
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	600 Electric	\$60.84
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	600 Electric	\$290.90
138768	Menard Cashway Lumbe	29808	Keysafe	600 Electric	\$24.97
138771	MN Department of Com	5226	Unclaimed Property	600 Electric	\$673.81
138774	MN Municipal Utilities As	47817	Training - M Flahave	600 Electric	\$555.00

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>	
138776	MN Office of Enterprise	W16090678	State Phones	600	Electric	\$82.50
138776	MN Office of Enterprise	W16090678	State Phones	600	Electric	\$660.00
138776	MN Office of Enterprise	W16090678	State Phones	600	Electric	\$20.62
138781	Nextel Communications	872559421-153	Cell Phones 09/15 - 10/14/16	600	Electric	\$310.64
138781	Nextel Communications	872559421-153	Cell Phones 09/15 - 10/14/16	600	Electric	\$16.82
138781	Nextel Communications	872559421-153	Cell Phones 09/15 - 10/14/16	600	Electric	\$50.99
138797	Resco	661182-00	TERM, KITS, ELBOWS #2	600	Electric	\$629.71
138806	T & R Electric, Inc	141625	PCB Lab Testing Package	600	Electric	\$518.34
138807	T & R Service Co.	77731	Disposal	600	Electric	\$7,423.00
138807	T & R Service Co.	77765	PCB Analysis	600	Electric	\$45.00
138815	Uline	81035815	Parts / Supplies	600	Electric	\$311.40
138827	Border State Electric Sup	911847064	For Halloween Tent	600	Electric	\$711.88
138827	Border State Electric Sup	911520025	Parts / Supplies	600	Electric	\$247.03
138827	Border State Electric Sup	911529843	Parts / Supplies	600	Electric	\$0.01
138828	Carr's Tree Service, Inc	97468	Week of 09/12/2016	600	Electric	\$5,158.79
138828	Carr's Tree Service, Inc	97460	Week of 09/05/2016	600	Electric	\$4,841.87
138829	Center Point Energy	80000141517 Oct 16	Gas Utility	600	Electric	\$148.39
138837	Green Lights Recycling	16-5022	Recycling	600	Electric	\$1,293.50
138842	Lehmann's Repair	192944	Chain Sharpen	600	Electric	\$6.00
						\$40,037.30
<b><i>Fund Total</i></b>						
138684	Ace Solid Waste	2243868	Nov 2016 Garbage Svc	601	Water	\$51.57
138694	Auto Zone Credit Plan	3080502121	Oil	601	Water	\$14.99
138708	Cintas	470825148	Uniforms	601	Water	\$106.20
138736	Fastenal Company	MNTC8145811	Parts / Supplies	601	Water	\$88.45
138737	Ferguson Waterworks	0221546	Parts / Supplies	601	Water	\$179.30
138740	Gary Carlson Equipment	01-28875-0	Parts / Supplies	601	Water	\$1,610.99
138749	Hawkins Water Treatme	3967463	Chemicals	601	Water	\$1,814.53
138751	Hennepin Technical Coll	00359339	Trenching	601	Water	\$91.65
138755	Interstate All Battery Cen	1901202002582	Automotive Battery	601	Water	\$102.95
138760	Klein Underground, LLC	73889	Asphalt - 16th & 15 Aves	601	Water	\$1,500.00
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	601	Water	\$82.10
138776	MN Office of Enterprise	W16090678	State Phones	601	Water	\$20.62
138802	Short Elliott Hendrickson	322959	2016 antenna Projects	601	Water	\$3,503.51
138829	Center Point Energy	80000141517 Oct 16	Gas Utility	601	Water	\$299.47
138836	Ferguson Waterworks	0218965	Gaskets	601	Water	\$19.70

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
138843	Menard Cashway Lumbe	28796	Parts / Supplies	601 Water	\$60.32
138849	USIC Locating Services,	197954	Aug 2016 Locating Svc	601 Water	\$1,010.44
					<b>Fund Total</b>
					\$10,556.79
138684	Ace Solid Waste	2243868	Nov 2016 Garbage Svc	602 Sewer Treatm	\$51.57
138708	Cintas	470821852	Uniforms	602 Sewer Treatm	\$106.20
138714	City of Roseville	0222060	Oct 2016 Phones	602 Sewer Treatm	\$14.65
138714	City of Roseville	0221989	Sept 2016 Phones	602 Sewer Treatm	\$14.65
138736	Fastenal Company	MNTC8145811	Parts / Supplies	602 Sewer Treatm	\$88.45
138740	Gary Carlson Equipment	01-28875-0	Parts / Supplies	602 Sewer Treatm	\$1,610.99
138751	Hennepin Technical Coll	00359339	Trenching	602 Sewer Treatm	\$18.34
138755	Interstate All Battery Cen	1901201005162	Parts / Supplies	602 Sewer Treatm	\$308.25
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	602 Sewer Treatm	\$29.90
138768	Menard Cashway Lumbe	29151	Parts / Supplies	602 Sewer Treatm	\$99.39
138769	Metro Council Environme	0001059986	Waste Water Svc Nov 2016	602 Sewer Treatm	\$114,320.72
138776	MN Office of Enterprise	W16090678	State Phones	602 Sewer Treatm	\$20.62
138778	Mulcahy, Inc	314982	Parts / Supplies	602 Sewer Treatm	\$204.36
138829	Center Point Energy	80000141517 Oct 16	Gas Utility	602 Sewer Treatm	\$29.45
138831	Cintas	470818534	Uniforms	602 Sewer Treatm	\$106.20
138839	Interstate Disposal	7807	Hauling	602 Sewer Treatm	\$150.00
138849	USIC Locating Services,	197954	Aug 2016 Locating Svc	602 Sewer Treatm	\$1,010.43
					<b>Fund Total</b>
					\$118,184.17
138704	Cabela's Retail Inc.	10/13/2016	Lowe Boat / Oars	603 Storm Water	\$770.96
138715	Classic Construction	18388	Replace Curb	603 Storm Water	\$315.00
138715	Classic Construction	18440	Catch Basin	603 Storm Water	\$1,261.00
138715	Classic Construction	18388	Replace Curb	603 Storm Water	\$350.00
138747	Hakanson Anderson	36875	AN413 North St Stormwater	603 Storm Water	\$554.93
					<b>Fund Total</b>
					\$3,251.89
138685	Alcohol & Gambling Enfo	6424 2017	Buyer's Card	609 Liquor Stores	\$20.00
138685	Alcohol & Gambling Enfo	6400 2017	Buyer's Card	609 Liquor Stores	\$20.00
138686	American Bottling Comp	7421259426	Merchandise for Resale	609 Liquor Stores	\$101.40
138686	American Bottling Comp	7421256805	Merchandise for Resale	609 Liquor Stores	\$150.22
138691	Aramark	1718569749	Mats / Misc	609 Liquor Stores	\$42.85
138691	Aramark	1718561120	Mats / Misc	609 Liquor Stores	\$38.99
138691	Aramark	1718569749	Mats / Misc	609 Liquor Stores	\$43.92
138691	Aramark	1718570126	Mats / Misc	609 Liquor Stores	\$38.99

**Bill List for November 7, 2016**

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
138691	Aramark	1718560740	Mats / Misc	609	Liquor Stores \$38.14
138695	Bellboy Corporation	55749400	Merchandise for Resale	609	Liquor Stores \$4.65
138695	Bellboy Corporation	55954900	Merchandise for Resale	609	Liquor Stores \$1.55
138695	Bellboy Corporation	55749400	Merchandise for Resale	609	Liquor Stores \$714.23
138695	Bellboy Corporation	94775500	Merchandise for Resale	609	Liquor Stores \$31.50
138695	Bellboy Corporation	94775500	Merchandise for Resale	609	Liquor Stores \$69.04
138695	Bellboy Corporation	55834300	Merchandise for Resale	609	Liquor Stores \$273.00
138695	Bellboy Corporation	55834200	Merchandise for Resale	609	Liquor Stores \$272.00
138695	Bellboy Corporation	55749300	Merchandise for Resale	609	Liquor Stores \$7.75
138695	Bellboy Corporation	55834200	Merchandise for Resale	609	Liquor Stores \$3.10
138695	Bellboy Corporation	55749300	Merchandise for Resale	609	Liquor Stores \$621.50
138695	Bellboy Corporation	55954900	Merchandise for Resale	609	Liquor Stores \$378.00
138695	Bellboy Corporation	55944100	Merchandise for Resale	609	Liquor Stores \$330.20
138695	Bellboy Corporation	55858400	Merchandise for Resale	609	Liquor Stores \$1.55
138695	Bellboy Corporation	55858400	Merchandise for Resale	609	Liquor Stores \$120.20
138695	Bellboy Corporation	55834300	Merchandise for Resale	609	Liquor Stores \$3.10
138697	Bernick's	323418	Merchandise for Resale	609	Liquor Stores \$32.80
138697	Bernick's	323419	Merchandise for Resale	609	Liquor Stores \$701.40
138697	Bernick's	7564	Merchandise for Resale	609	Liquor Stores \$36.40
138701	Breakthru Beverage Min	1080543980	Merchandise for Resale	609	Liquor Stores \$129.99
138701	Breakthru Beverage Min	1080540917	Merchandise for Resale	609	Liquor Stores \$1,662.40
138701	Breakthru Beverage Min	1080540950	Merchandise for Resale	609	Liquor Stores \$865.45
138701	Breakthru Beverage Min	1080540951	Merchandise for Resale	609	Liquor Stores \$129.99
138701	Breakthru Beverage Min	1080543979	Merchandise for Resale	609	Liquor Stores \$72.00
138701	Breakthru Beverage Min	1080543979	Merchandise for Resale	609	Liquor Stores \$162.10
138701	Breakthru Beverage Min	1080544157	Merchandise for Resale	609	Liquor Stores \$324.20
138701	Breakthru Beverage Min	1080544158	Merchandise for Resale	609	Liquor Stores \$43.33
138701	Breakthru Beverage Min	1080540916	Merchandise for Resale	609	Liquor Stores \$1,162.53
138714	City of Roseville	0221989	Sept 2016 Phones	609	Liquor Stores \$13.28
138714	City of Roseville	0222060	Oct 2016 Phones	609	Liquor Stores \$13.28
138714	City of Roseville	0221989	Sept 2016 Phones	609	Liquor Stores \$13.28
138714	City of Roseville	0222060	Oct 2016 Phones	609	Liquor Stores \$13.28
138727	Dahlheimer Beverage, L	1217968	Merchandise for Resale	609	Liquor Stores \$13.60
138727	Dahlheimer Beverage, L	1220802	Merchandise for Resale	609	Liquor Stores \$485.60
138727	Dahlheimer Beverage, L	1217965	Merchandise for Resale	609	Liquor Stores \$3,328.41

**Bill List for November 7, 2016**

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
138727	Dahlheimer Beverage, L	1220835	Merchandise for Resale	609	Liquor Stores \$287.20
138727	Dahlheimer Beverage, L	1220827	Merchandise for Resale	609	Liquor Stores \$8,628.25
138727	Dahlheimer Beverage, L	1217975	Merchandise for Resale	609	Liquor Stores \$126.00
138727	Dahlheimer Beverage, L	1217975	Merchandise for Resale	609	Liquor Stores \$2,006.17
138727	Dahlheimer Beverage, L	1217965	Merchandise for Resale	609	Liquor Stores \$42.00
138727	Dahlheimer Beverage, L	1217961 CM	Merchandise for Resale	609	Liquor Stores (\$206.40)
138727	Dahlheimer Beverage, L	133453 CM	Merchandise for Resale	609	Liquor Stores (\$73.20)
138727	Dahlheimer Beverage, L	1217967 CM	Merchandise for Resale	609	Liquor Stores (\$81.60)
138727	Dahlheimer Beverage, L	1217955	Merchandise for Resale	609	Liquor Stores \$264.00
138727	Dahlheimer Beverage, L	1220833	Merchandise for Resale	609	Liquor Stores \$9,022.15
138733	ECM Publishers	424117	Better Value Advtsg	609	Liquor Stores \$244.13
138733	ECM Publishers	424196	Better Value Flyers	609	Liquor Stores \$9.62
138733	ECM Publishers	424196	Better Value Flyers	609	Liquor Stores \$9.62
138733	ECM Publishers	421372	Online Advtsg	609	Liquor Stores \$15.00
138733	ECM Publishers	421372	Online Advtsg	609	Liquor Stores \$15.00
138733	ECM Publishers	421373	Wine & Beer Tasting	609	Liquor Stores \$197.50
138733	ECM Publishers	424117	Better Value Advtsg	609	Liquor Stores \$244.12
138733	ECM Publishers	417075	Personnel - Liquor Store	609	Liquor Stores \$150.97
138733	ECM Publishers	421373	Wine & Beer Tasting	609	Liquor Stores \$197.50
138743	Granite City Jobbing Co.	25288 CM	Merchandise for Resale	609	Liquor Stores (\$37.78)
138743	Granite City Jobbing Co.	25288 CM	Merchandise for Resale	609	Liquor Stores (\$39.90)
138743	Granite City Jobbing Co.	24732	Merchandise for Resale	609	Liquor Stores \$188.83
138743	Granite City Jobbing Co.	24732	Merchandise for Resale	609	Liquor Stores \$578.20
138743	Granite City Jobbing Co.	25428	Merchandise for Resale	609	Liquor Stores \$1,441.20
138743	Granite City Jobbing Co.	25428	Merchandise for Resale	609	Liquor Stores \$78.58
138743	Granite City Jobbing Co.	25428	Merchandise for Resale	609	Liquor Stores \$148.93
138743	Granite City Jobbing Co.	26217	Merchandise for Resale	609	Liquor Stores \$91.06
138743	Granite City Jobbing Co.	26217	Merchandise for Resale	609	Liquor Stores \$628.58
138743	Granite City Jobbing Co.	24732	Merchandise for Resale	609	Liquor Stores \$77.37
138744	Great Lakes Coca-Cola	3609201038	Merchandise for Resale	609	Liquor Stores \$272.88
138744	Great Lakes Coca-Cola	3610201000	Merchandise for Resale	609	Liquor Stores \$329.24
138754	Innovative Office Solutio	INV1354563	Supplies	609	Liquor Stores \$105.66
138757	J.J. Taylor Distributing C	2585552	Merchandise for Resale	609	Liquor Stores \$2,321.18
138757	J.J. Taylor Distributing C	2585514	Merchandise for Resale	609	Liquor Stores \$228.65
138757	J.J. Taylor Distributing C	2558825 CM	Merchandise for Resale	609	Liquor Stores (\$18.40)

**Bill List for November 7, 2016**

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
138757	J.J. Taylor Distributing C	2570860	Merchandise for Resale	609	Liquor Stores \$1,920.15
138757	J.J. Taylor Distributing C	2585515	Merchandise for Resale	609	Liquor Stores \$1,375.15
138758	Johnson Bros Liquor Co	5567747	Merchandise for Resale	609	Liquor Stores \$687.45
138758	Johnson Bros Liquor Co	594639 CM	Merchandise for Resale	609	Liquor Stores (\$52.60)
138758	Johnson Bros Liquor Co	5562208	Merchandise for Resale	609	Liquor Stores \$5,095.90
138758	Johnson Bros Liquor Co	5562210	Merchandise for Resale	609	Liquor Stores \$110.85
138758	Johnson Bros Liquor Co	5562211	Merchandise for Resale	609	Liquor Stores \$2,863.56
138758	Johnson Bros Liquor Co	5562213	Merchandise for Resale	609	Liquor Stores \$5,074.48
138758	Johnson Bros Liquor Co	5562214	Merchandise for Resale	609	Liquor Stores \$1,406.90
138758	Johnson Bros Liquor Co	5562215	Merchandise for Resale	609	Liquor Stores \$3,104.06
138758	Johnson Bros Liquor Co	5567746	Merchandise for Resale	609	Liquor Stores \$1,677.50
138758	Johnson Bros Liquor Co	5562209	Merchandise for Resale	609	Liquor Stores \$2,617.65
138758	Johnson Bros Liquor Co	5567749	Merchandise for Resale	609	Liquor Stores \$44.15
138758	Johnson Bros Liquor Co	5567748	Merchandise for Resale	609	Liquor Stores \$1,460.75
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	609	Liquor Stores \$33.90
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	609	Liquor Stores \$41.04
138766	M. Amundson LLP	225751	Merchandise for Resale	609	Liquor Stores \$751.73
138766	M. Amundson LLP	225751	Merchandise for Resale	609	Liquor Stores \$4.00
138766	M. Amundson LLP	225751	Merchandise for Resale	609	Liquor Stores \$66.20
138776	MN Office of Enterprise	W16090678	State Phones	609	Liquor Stores \$70.11
138776	MN Office of Enterprise	W16090678	State Phones	609	Liquor Stores \$70.11
138779	Muzak	52755589	Nov 2016 Music - West	609	Liquor Stores \$79.81
138779	Muzak	52755492	Nov 2016 Music - East	609	Liquor Stores \$65.44
138780	My Alarm Center	7993049	11/16 - 01/17 BV East	609	Liquor Stores \$306.05
138785	Orna Chela Beer	620219	Merchandise for Resale	609	Liquor Stores \$50.00
138786	Paustis & Sons	8564478-IN	Merchandise for Resale	609	Liquor Stores \$2.25
138786	Paustis & Sons	8566372-IN	Merchandise for Resale	609	Liquor Stores \$398.00
138786	Paustis & Sons	8566372-IN	Merchandise for Resale	609	Liquor Stores \$7.00
138786	Paustis & Sons	8566375-IN	Merchandise for Resale	609	Liquor Stores \$486.00
138786	Paustis & Sons	8564478-IN	Merchandise for Resale	609	Liquor Stores \$119.00
138786	Paustis & Sons	8566375-IN	Merchandise for Resale	609	Liquor Stores \$10.50
138787	Pepsi Cola	38218660	Merchandise for Resale	609	Liquor Stores \$268.00
138788	Phillips Wine & Spirits	2057354	Merchandise for Resale	609	Liquor Stores \$176.50
138788	Phillips Wine & Spirits	2057357	Merchandise for Resale	609	Liquor Stores \$4,904.36
138788	Phillips Wine & Spirits	2057355	Merchandise for Resale	609	Liquor Stores \$5,046.37

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
138788	Phillips Wine & Spirits	2061098	Merchandise for Resale	609	Liquor Stores \$1,750.05
138788	Phillips Wine & Spirits	2057355	Merchandise for Resale	609	Liquor Stores \$28.73
138788	Phillips Wine & Spirits	2057358	Merchandise for Resale	609	Liquor Stores \$22.75
138788	Phillips Wine & Spirits	2061099	Merchandise for Resale	609	Liquor Stores \$878.75
138788	Phillips Wine & Spirits	2061096	Merchandise for Resale	609	Liquor Stores \$810.90
138788	Phillips Wine & Spirits	2056234	Merchandise for Resale	609	Liquor Stores \$994.00
138788	Phillips Wine & Spirits	2057356	Merchandise for Resale	609	Liquor Stores \$112.40
138788	Phillips Wine & Spirits	2061097	Merchandise for Resale	609	Liquor Stores \$1,367.00
138793	Presto Graphics	56925	Football Flyers	609	Liquor Stores \$26.10
138793	Presto Graphics	56853	Football Flyers	609	Liquor Stores \$26.10
138793	Presto Graphics	56925	Football Flyers	609	Liquor Stores \$26.10
138793	Presto Graphics	56978	Football Flyers	609	Liquor Stores \$26.10
138793	Presto Graphics	56720	Wine Tasting Lists	609	Liquor Stores \$154.85
138793	Presto Graphics	56978	Football Flyers	609	Liquor Stores \$26.10
138793	Presto Graphics	56720	Wine Tasting Lists	609	Liquor Stores \$154.84
138793	Presto Graphics	56853	Football Flyers	609	Liquor Stores \$26.10
138793	Presto Graphics	56919	Gift Certificates	609	Liquor Stores \$97.10
138793	Presto Graphics	56919	Gift Certificates	609	Liquor Stores \$97.09
138794	Red Bull Distribution Co	K-20096619	Merchandise for Resale	609	Liquor Stores \$301.00
138796	Replenishment Solutions	611778	Merchandise for Resale	609	Liquor Stores \$182.00
138798	RJM Distributing Inc.	IND012009	Merchandise for Resale	609	Liquor Stores \$37.50
138798	RJM Distributing Inc.	IND011999	Merchandise for Resale	609	Liquor Stores \$72.00
138798	RJM Distributing Inc.	IND012009	Merchandise for Resale	609	Liquor Stores \$96.00
138801	Shamrock Group, Inc	2053494	Merchandise for Resale	609	Liquor Stores \$2.00
138801	Shamrock Group, Inc	2053494	Merchandise for Resale	609	Liquor Stores \$46.40
138801	Shamrock Group, Inc	2056769	Merchandise for Resale	609	Liquor Stores \$142.80
138801	Shamrock Group, Inc	2055097	Merchandise for Resale	609	Liquor Stores \$61.20
138801	Shamrock Group, Inc	2054396	Merchandise for Resale	609	Liquor Stores \$89.20
138801	Shamrock Group, Inc	2056771	Merchandise for Resale	609	Liquor Stores \$94.00
138803	Southern Wine & Spirits	1464256	Merchandise for Resale	609	Liquor Stores \$1,770.13
138803	Southern Wine & Spirits	1466757	Merchandise for Resale	609	Liquor Stores \$2,963.81
138803	Southern Wine & Spirits	1466756	Merchandise for Resale	609	Liquor Stores \$76.00
138803	Southern Wine & Spirits	1464257	Merchandise for Resale	609	Liquor Stores \$240.00
138803	Southern Wine & Spirits	1466755	Merchandise for Resale	609	Liquor Stores \$4,808.96
138803	Southern Wine & Spirits	1464258	Merchandise for Resale	609	Liquor Stores \$3,490.09

**Bill List for November 7, 2016**

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
138803	Southern Wine & Spirits	1464259	Merchandise for Resale	609	Liquor Stores \$328.00
138811	The Wine Company	17808	Merchandise for Resale	609	Liquor Stores \$800.00
138811	The Wine Company	17808	Merchandise for Resale	609	Liquor Stores \$11.55
138812	Thorpe Dist. Company	1153295	Merchandise for Resale	609	Liquor Stores \$2,021.23
138812	Thorpe Dist. Company	1156748	Merchandise for Resale	609	Liquor Stores \$7,832.45
138812	Thorpe Dist. Company	1156749	Merchandise for Resale	609	Liquor Stores \$4,509.00
138812	Thorpe Dist. Company	1156749	Merchandise for Resale	609	Liquor Stores \$24.00
138812	Thorpe Dist. Company	1160168	Merchandise for Resale	609	Liquor Stores \$13,560.45
138812	Thorpe Dist. Company	1160167	Merchandise for Resale	609	Liquor Stores \$9,730.15
138812	Thorpe Dist. Company	138-57	Merchandise for Resale	609	Liquor Stores \$300.00
138812	Thorpe Dist. Company	1153294	Merchandise for Resale	609	Liquor Stores \$1,610.15
138818	Vinocopia, Inc.	0163509-IN	Merchandise for Resale	609	Liquor Stores \$12.00
138818	Vinocopia, Inc.	0163509-IN	Merchandise for Resale	609	Liquor Stores \$624.00
138818	Vinocopia, Inc.	0163508-IN	Merchandise for Resale	609	Liquor Stores \$601.00
138821	Wine Merchants	7103037	Merchandise for Resale	609	Liquor Stores \$240.00
138821	Wine Merchants	7103038	Merchandise for Resale	609	Liquor Stores \$360.00
138829	Center Point Energy	80000141517 Oct 16	Gas Utility	609	Liquor Stores \$53.35
138829	Center Point Energy	80000141517 Oct 16	Gas Utility	609	Liquor Stores \$33.15
138835	Environmental Property	16-01503	Pre Demolition Inspections	609	Liquor Stores \$1,082.50
138841	Jeff Olson	10/26/2016	Wine Tasting	609	Liquor Stores \$12.18
					\$145,207.14
<b><i>Fund Total</i></b>					
138684	Ace Solid Waste	2243868	Nov 2016 Garbage Svc	614	Golf \$33.97
138684	Ace Solid Waste	2243868	Nov 2016 Garbage Svc	614	Golf \$155.13
138708	Cintas	470821859	Uniforms	614	Golf \$28.03
138708	Cintas	470825146	Uniforms	614	Golf \$49.65
138708	Cintas	470825156	Uniforms	614	Golf \$28.03
138708	Cintas	470818541	Uniforms	614	Golf \$28.03
138714	City of Roseville	0222060	Oct 2016 Phones	614	Golf \$45.56
138714	City of Roseville	0221989	Sept 2016 Phones	614	Golf \$45.56
138714	City of Roseville	0221989	Sept 2016 Phones	614	Golf \$48.92
138714	City of Roseville	0222060	Oct 2016 Phones	614	Golf \$48.92
138718	Comcast	0226193 Oct 2016	Cable / Internet	614	Golf \$27.00
138723	Cottens Automotive	232433	Parts / Supplies	614	Golf \$53.52
138723	Cottens Automotive	233278	Parts / Supplies	614	Golf \$103.56
138735	ETS	8B82EDEF	Gift Cards	614	Golf \$600.00

**Bill List for November 7, 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>
138751	Hennepin Technical Coll	00359339	Trenching	614	Golf	\$18.34
138752	Hornung's Golf Products,	398760	Merchandise for Resale	614	Golf	\$95.24
138762	LANO EQUIPMENT	02-396532	Rechargeable LED Light	614	Golf	\$158.00
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	614	Golf	\$67.05
138776	MN Office of Enterprise	W16090678	State Phones	614	Golf	\$68.75
138776	MN Office of Enterprise	W16090678	State Phones	614	Golf	\$4.13
138777	MTI Distributing Compan	1094397-00	Supplies	614	Golf	\$25.32
138781	Nextel Communications	872559421-153	Cell Phones 09/15 - 10/14/16	614	Golf	\$27.42
138783	Northland Chemical Corp	5062759	Supplies	614	Golf	\$215.57
138791	Power Distributors LLC	52225658	Parts / Supplies	614	Golf	\$1,403.38
138795	Reinders, Inc.	3042266-00	Bluegrass Blend	614	Golf	\$1,097.07
138795	Reinders, Inc.	3042553-00	Fungicide	614	Golf	\$304.59
138805	Superior Tech Products	10035-D	Transfilm	614	Golf	\$1,469.53
138805	Superior Tech Products	10033-D	Supplies	614	Golf	\$1,802.40
138808	Taylor Made Golf Co Inc	32012532	Merchandise for Resale	614	Golf	\$325.20
138829	Center Point Energy	80000141517 Oct 16	Gas Utility	614	Golf	\$56.82
138829	Center Point Energy	80000141517 Oct 16	Gas Utility	614	Golf	\$44.23
						\$8,478.92
<b><i>Fund Total</i></b>						
138702	Bro-Tex Inc	483989	Carpet Recycling	617	Recycling	\$384.62
138733	ECM Publishers	419744	Fixit Clinic	617	Recycling	\$216.00
138739	First State Tire Recycling	102381	Recycling	617	Recycling	\$411.50
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	617	Recycling	\$17.46
138837	Green Lights Recycling	16-5022	Recycling	617	Recycling	\$958.40
138847	Republic Services #899	0899-002937252	Nov 2016 Recycling	617	Recycling	\$17,539.69
						\$19,527.67
<b><i>Fund Total</i></b>						
138684	Ace Solid Waste	2243868	Nov 2016 Garbage Svc	701	Vehicle Mainte	\$51.57
138687	American Tire Distributor	S081849960	Tires #418	701	Vehicle Mainte	\$552.60
138700	Boyer Truck Parts	473132	DOT Health Report	701	Vehicle Mainte	\$103.50
138700	Boyer Truck Parts	1100407	Parts / Supplies	701	Vehicle Mainte	\$211.87
138708	Cintas	470825150	Mats / Misc	701	Vehicle Mainte	\$83.54
138708	Cintas	470821854	Mats / Misc	701	Vehicle Mainte	\$83.54
138714	City of Roseville	0222060	Oct 2016 Phones	701	Vehicle Mainte	\$26.50
138714	City of Roseville	0221989	Sept 2016 Phones	701	Vehicle Mainte	\$26.50
138723	Cottens Automotive	234111	Parts / Supplies	701	Vehicle Mainte	\$118.44
138725	Crow River Farm Equip	181065	Parts / Supplies	701	Vehicle Mainte	\$188.20

**Bill List for November 7, 2016**

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>	
138732	East Main Auto & Tire	34935	Service #405	701	Vehicle Mainte \$417.19	
138732	East Main Auto & Tire	34895	Service #496	701	Vehicle Mainte \$1,702.76	
138755	Interstate All Battery Cen	1901202002583	Batteries	701	Vehicle Mainte \$315.85	
138755	Interstate All Battery Cen	1901201005163	Batteries	701	Vehicle Mainte \$119.95	
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	701	Vehicle Mainte \$39.00	
138814	Towmaster, Inc	385729	Dump Body	701	Vehicle Mainte \$19,007.00	
138820	Warning Systems Inc,	3167	Repair Lightbar #424	701	Vehicle Mainte \$131.65	
138820	Warning Systems Inc,	3163	Install Interior Lightbar	701	Vehicle Mainte \$1,018.49	
138820	Warning Systems Inc,	3162	Service #421	701	Vehicle Mainte \$320.95	
138820	Warning Systems Inc,	3169	Strip Unit 492	701	Vehicle Mainte \$174.00	
138820	Warning Systems Inc,	3161	Labor Unit 421	701	Vehicle Mainte \$373.00	
138829	Center Point Energy	80000141517 Oct 16	Gas Utility	701	Vehicle Mainte \$44.17	
138831	Cintas	470818536	Mats / Misc	701	Vehicle Mainte \$85.59	
138833	East Main Auto & Tire	35003	Service Unit 496	701	Vehicle Mainte \$603.09	
138833	East Main Auto & Tire	35069	Service Unit 405	701	Vehicle Mainte \$121.07	
138833	East Main Auto & Tire	35042	Oil Change Unit 424	701	Vehicle Mainte \$35.95	
138833	East Main Auto & Tire	35031	Oil Change Unit 420	701	Vehicle Mainte \$35.95	
138833	East Main Auto & Tire	35019	Service Unit 418	701	Vehicle Mainte \$97.29	
138833	East Main Auto & Tire	35012	Service Unit 473	701	Vehicle Mainte \$44.81	
138833	East Main Auto & Tire	35043	Service Unit 414	701	Vehicle Mainte \$236.43	
					<b>Fund Total</b>	<b>\$26,370.45</b>
138714	City of Roseville	0222083	Milestone License/PMA	702	IT \$1,389.60	
138714	City of Roseville	0222081	UPS Battery	702	IT \$932.25	
138714	City of Roseville	0222072	Adobe Renewals	702	IT \$3,579.00	
138714	City of Roseville	0222013	Oct 2016 IT Svc	702	IT \$13,641.33	
					<b>Fund Total</b>	<b>\$19,542.18</b>
138763	League of MN Cities Insu	1617	Claim Payment	715	Insurance \$504.00	
					<b>Fund Total</b>	<b>\$504.00</b>
138706	Center Point Energy	7876503-9 Oct 16	Youth First Utilities	801	Youth First \$13.97	
138713	City of Ramsey	23240	Youth First Utilities	801	Youth First \$290.09	
138728	Definitive Technology Sol	314333568	Youth First Copier	801	Youth First \$148.60	
138761	Lancer Catering	GHN05043	YF - Taste of Community	801	Youth First \$226.66	
138790	POPP.com, Inc.	10009601-Oct 2016	Youth First - Ramsey	801	Youth First \$171.14	
138790	POPP.com, Inc.	10009601-Oct 2016	Youth First - Anoka	801	Youth First \$58.50	
138819	Walmart Community	10/24/2016	Youth First Misc Supplies	801	Youth First \$103.23	

## Bill List for November 7, 2016

Check #	Vendor Alpha Name	Invoice #	Description	Fund	Amount
138822	Youth First	10/24/2016	YF - Food	801 Youth First	\$15.95
138822	Youth First	10/24/2016	YF - Social Supplies	801 Youth First	\$49.69
138822	Youth First	10/24/2016	YF - Kitchen	801 Youth First	\$113.00
138822	Youth First	10/24/2016	YF - Utilities	801 Youth First	\$90.00
138822	Youth First	10/24/2016	YF - Caterer	801 Youth First	\$214.25
138822	Youth First	10/24/2016	YF - Music	801 Youth First	\$500.00
138822	Youth First	10/24/2016	YF - Raffle	801 Youth First	\$426.12
138822	Youth First	10/24/2016	YF - Misc	801 Youth First	\$28.95
138822	Youth First	10/24/2016	YF - Printing	801 Youth First	\$140.18
138822	Youth First	10/24/2016	YF - Postage	801 Youth First	\$6.45
138822	Youth First	10/24/2016	YF - Food	801 Youth First	\$34.05
138822	Youth First	10/24/2016	YF - Food	801 Youth First	\$15.11
138822	Youth First	10/24/2016	YF - Food	801 Youth First	\$29.88
138822	Youth First	10/24/2016	YF - Office Supplies	801 Youth First	\$116.74
138822	Youth First	10/24/2016	YF - Transit Card	801 Youth First	\$20.00
138822	Youth First	10/24/2016	YF - Food	801 Youth First	\$11.51
138822	Youth First	10/24/2016	YF - TOC Printing	801 Youth First	\$27.64
138822	Youth First	10/24/2016	YF - Food	801 Youth First	\$77.48
138822	Youth First	10/24/2016	YF - Food	801 Youth First	\$26.93
138822	Youth First	10/24/2016	YF - Printing	801 Youth First	\$224.12
138822	Youth First	10/24/2016	YF - Food	801 Youth First	\$78.32
			<b>Fund Total</b>		\$3,258.56
138715	Classic Construction	18441	Castle Field Plaza	802 Castle Field As	\$50,869.20
138759	Kimley-Horn & Assoc, In	8356667	Castle Field Plaza	802 Castle Field As	\$3,688.51
			<b>Fund Total</b>		\$54,557.71
138773	MN Historical Society	10/19/2016	Heritage Preservation Escrow	804 Escrow Funds	\$580.00
			<b>Fund Total</b>		\$580.00
138689	Anoka Business & Lando	550	Street Lt Fund-HolidayCard	810 Street Light Di	\$15,126.42
			<b>Fund Total</b>		\$15,126.42
138765	LIFE INSURANCE COM	SGD603645 10/1/16	LTD Ins Oct 2016	830 HRA	\$18.39
138775	MN NAHRO	10/17/2016	Membership D Berger	830 HRA	\$200.00
			<b>Fund Total</b>		\$218.39
			<b>Grand Total</b>		\$723,656.59

# COUNCIL MEMO FORM

6.2

Meeting Date	11-07-2016
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

## November

Saturday	05*	Fab Fest	Downtown Anoka	All Day
Monday	07	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Tuesday	08	Election Day	City of Anoka Precincts	7:00 a.m. - 8:00 p.m.
Friday	11	Veteran's Day	City Offices Closed	All Day
Tuesday	15	Special Meeting; Anoka City Council	City Hall Council Chambers	5:00 p.m.
Monday	21	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Thurs/Fri	24/25	Thanksgiving	City Offices Closed	All Day
Monday	28	Worksession/City Council	City Hall Council Worksession Rm	5:00 p.m.



# ANOKA CITY COUNCIL CALENDAR

## December

Saturday	03	Anoka Downtown Hometown Christmas (various events including <b>Christmas Tree Lighting is at 6pm,</b> Bonfire)	Anoka City Hall Plaza	3:00 p.m. - 7:00 p.m
Monday	05	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Friday	09*	Anoka City Staff-Holiday Party	Green Haven Golf Course & Event Center	11:30 a.m. - 1:30 p.m.
???	???	Federal Cartridge Holiday Party	Federal Cartridge in Anoka	Noon
Monday	12	City Council Worksession	City Hall Council Worksession Rm	5:00 p.m.
Monday	19	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Fri/Mon	23/26	Christmas Holiday Break	City Offices Closed	All Day

# COUNCIL MEMO FORM

6.3

Meeting Date	11-07-2016
Agenda Section	Consent Agenda
Item Description	Resignation from Economic Development Commission; Jason Peters
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 is a resignation from the EDC which was submitted by Jason Peters.

The City is currently going through the annual board/commission reapplication process. Appointments to the Boards/Commissions will occur at your first meeting in December.

This vacancy will be part of that process.

Advertising to fill Board/Commission vacancies occur according to the City policy and is ongoing throughout the year. Positions remain open until filled.

## FINANCIAL IMPACT

Advertising costs of < \$50.00

## COUNCIL ACTION REQUESTED

Approval of this Consent Agenda item will mean the acceptance of the resignation from Jason Peters and directs City staff to advertise the above vacancy according to our City Policy.

## JASON J. PETERS, J.D., M.PA.

827 Monroe Street, Anoka, MN 55303

651-398-0831

[jasonpetersjdmpa@gmail.com](mailto:jasonpetersjdmpa@gmail.com)

October 14<sup>th</sup>, 2016

Anoka City Hall  
2015 First Avenue North  
Anoka, MN 55303-2270

RE: Economic Development Commission:

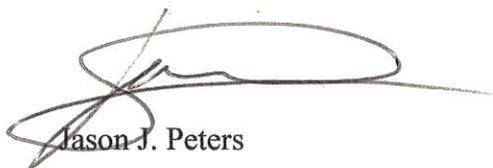
Dear Mayor, Councilmembers, and Economic Development Commission:

With regret, I must resign as a member of the Economic Development Commission. My family and I have sold our home in Anoka and will be moving out of the city. It has been a great honor to serve on this Commission, but the time has come for my family to move.

I would like to thank Anoka for the opportunity to serve and thank the City Staff for all the hard work they have done on behalf of my family and all the citizens of Anoka. Anoka is a great place to live, work, and visit and with such a dedicated city staff, committee members and council it will continue to be so for a long time to come.

Thank you again.

Very truly yours,



Jason J. Peters

# COUNCIL MEMO FORM

7.1A

Meeting Date	November 7, 2016
Agenda Section	Reports of Officers, Boards, and Commissions
Item Description	ORD/Amending Chapter 74; Article I, Section 74-2 Definitions & Article V, Division 1; Chapter 74, Article V, Division 5 Section 74-265 Main Street Mixed Use District Sub-district EM-1 East Main Historic Downtown Core. (2 <sup>nd</sup> Reading) RES/ Summary of an Ordinance amending Chapter 74, Article I. 74-2 Definitions & Article V, Division 5, Section 74-265 Main Street Mixed Use District Sub-district (EM-1) East Main Street Historic Downtown Core of the Anoka City Code.
Submitted By	Doug Borglund, Deputy Community Development Director

## **BACKGROUND INFORMATION**

The 1st reading of the Zoning Text Amendment was discussed by the City Council at its October 17, 2016 meeting and moved to a 2<sup>nd</sup> reading. Since that time staff has made the following changes:

1. Added definition of Tobacco Shop: A retail establishment that derives more than 50 percent of its gross revenue from the sale of any product, or any component part of a product, whether or not marketed or sold separately, containing or delivering, or designed to deliver, nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product.
2. Added definition of Electronic Cigarette/Vaporizer Shop: A retail establishment that derives more than 50 percent of its gross revenue from the sale of any product, or any component part of a product, whether or not marketed or sold separately, containing or delivering, or designed to deliver, nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product.
3. Added Electronic Cigarette/Vaporizer Shop to the list of prohibited uses.

The City of Anoka is proposing a Zoning Text Amendment to Chapter 74, Article V, Division 5 Section 74-265 Main Street Mixed Use District (MS) EM-1 East Main Historic Downtown Core sub-district addressing uses in the historic downtown core.

The City of Anoka has taken a number of steps to protect the Historic Downtown Core area over the years. The most recent discussion is centered around prohibiting uses in the downtown area that can take away from the areas character and charm creating adverse impacts on the business climate and the perception of those who visit Anoka. ABLA at their September meeting discussed this issue and supports an amendment to the MS EM-1 Sub-District to prohibit uses that can be viewed as creating a less attractive business and tourism environment. The City Council recently touched on this issue during a discussion at its regular City Council meeting on September 6, 2016 after hearing concerns from downtown business owners and recent downtown activity.

Staff has reviewed the current uses allowed and prohibited in the MS Main Street Mixed Use District Sub District EM-1 Historic Downtown Core. Staff proposes the following amendment(s) be made to the MS EM-1 Zoning District as follows:

The following permitted uses are proposed to be added as permitted uses:

- Attorneys

The following uses currently permitted in the MS EM-1 sub-district are proposed to become a prohibited use:

- Tobacco Shops

The following new uses are proposed to be added as prohibited uses:

- Any Commercial Use Selling Drug Paraphernalia
- Medical or Recreational Marijuana Dispensaries
- Tattoo Shops
- Body Piercing Shops
- Pawn Shops
- Electronic Cigarette/Vaporizer Shop

The Planning Commission discussed this item at their October 4, 2016 regular meeting and held a public hearing, and recommended approval of the ordinance amendments proposed by staff, with the additional removal of one use: Distribution Station for Beverages under prohibited uses. The ordinance language attached includes the revisions that were included by the Planning Commission.

### **FINANCIAL IMPACT**

Publication costs.

### **COUNCIL ACTION REQUESTED**

Motion to hold the second reading and approve an ordinance to amend Chapter 74; Article I, Section 74-2 Definitions and Article V, Division 5; Section 74-265 Main Street Mixed Use District Sub-district EM-1 Historic Downtown Core.

Motion to Approve Resolution Summary of an Ordinance amending Chapter 74, Article I. 74-2 Definitions & Article V, Division 5, Section 74-265 Main Street Mixed Use District Sub-district (EM-1) East Main Street Historic Downtown Core of the Anoka City Code.



2015 First

Avenue, Anoka,

MN 55303

Phone: (763) 576-2700 Website: [www.ci.anoka.mn.us](http://www.ci.anoka.mn.us)

**CITY OF ANOKA, MINNESOTA  
ORDINANCE**

**ORD-2016-XXXX**

**AN ORDINANCE AMENDING CHAPTER 74; ARTICLE I, SECTION 74-2 DEFINITIONS & ARTICLE V, DIVISION 4 5, SECTION 74-265 MAIN STREET MIXED USE DISTRICT SUBDISTRICT (EM-1) EASTMAIN STREET- HISTORIC DOWNTOWN CORE OF THE CODE OF THE CITY OF ANOKA, MINNESOTA**

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

**Section 1.** Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, and upon a review of a study conducted by City staff, amendments of Chapter 74, Article I, Section 74-2 Definitions & Article V, Division 4 5, Section 74-265 Main Street District Sub-district (EM-1) Eastmain Street- Historic Downtown Core, are hereby amended 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:

Introduced: October 17, 2016  
Adopted: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_

\_\_\_\_\_  
Phil Rice, Mayor

Aye                  Nay                  Abstain                  Absent

\_\_\_\_\_  
Amy T. Oehlers, City Clerk

Rice \_\_\_\_\_  
Anderson \_\_\_\_\_  
Freeburg \_\_\_\_\_  
Schmidt \_\_\_\_\_  
Weaver \_\_\_\_\_

## CHAPTER 74. ZONING\*

**ARTICLE I. In General****Section 74-2. Definitions.**

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

*Abutting* means making contact with or separated only by public thoroughfare, railroad, or public utility right-of-way.

*Accessory building* means a subordinate building, or a portion of the main building which is located on the same lot or parcel as the main building and the use of which is clearly incidental to that of the main building or to the use of the premises.

*Accessory use or structure* means a use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

*Addition* means an extension or increase in floor area or height of a building or structure.

*Address sign* means a sign communicating street address only, whether written or in numerical form.

*Advertising signs* means a sign which directs attention to a business, commodity, service, activity or entertainment not necessarily conducted, sold or offered upon the premises where such sign is located.

*Alley* means a public right-of-way 33 feet or less in width, affording a secondary means of access to abutting property.

*Animals domestic pets* means dogs, cats, birds, and other commonly known house pets.

*Apartment* means a room or suite of rooms rented, leased, or similar tenancy, with cooking facilities available which is occupied as a residence by a single family, or a group of individuals living together as a single family unit. This includes any unit in buildings with more than two dwelling units.

*Apartment Building* means three or more dwelling units or apartments grouped in one building with a common entryway.

*Automobile car wash* means a building, or portion thereof, containing facilities for washing more than two automobiles, using production line methods, including, but not limited to, steam cleaning device or other mechanical devices.

*Automobile repair* means general repair, rebuilding or reconditioning engines, motor vehicles or trailers; collision service, including body, frame or fender straightening or repair; overall pointing or paint job; vehicle steam cleaning; upholstery.

*Automobile service station* means a place where gasoline, stored only in underground tanks; kerosene; motor oil and lubricants for operation of automobiles, are related directly to the public on premises, and including minor accessories and services for automobiles, but not including automobile major repairs and rebuilding.

*Automobile wrecking or junk yard* means any place where two or more vehicles not in running condition and/or not licensed, or parts thereof are stored in the open and are not being restored to operation; or any land, building or structure used for wrecking or storing of such motor vehicles or parts thereof; and including any commercial salvaging and scavenging of any other goods, articles or merchandise.

*Awning and canopy* mean a structure made of cloth, metal, or other material affixed to a building in such a manner that the structure may be fixed, raised, or retracted to a position against the building.

*Basement* means a portion of a building partially underground but having less than half its floor to ceiling height below the average grade of the adjoining ground. Each room or area in a basement shall be at least 7½ feet from floor to ceiling.

*Block* means all property abutting one side of a street between the two nearest intersecting streets or other natural or manmade barriers.

*Boarder and/or roomer* mean a person who regularly receives room and/or meals at another's home for pay or services.

*Boardinghouse (room or lodging house)* means a building or dwelling unit other than a motel or hotel, where, for compensation and by prearrangement, meals, and/or lodgings are provided for three or more persons not to exceed 25 persons or such arrangements covers a minimum period of seven consecutive days.

*Boathouse* means a structure used solely for the storage of boats or boating equipment, and not used for habitation.

*Brewery, Micro* is a facility with a capacity to manufacture less than 15,000 barrels of alcoholic and nonalcoholic malt liquor a year. This definition does not include a brewpub.

*Brewery, National* is a facility with a capacity to manufacture over 250,000 barrels of alcoholic and nonalcoholic malt liquor a year. This definition does not include a brewpub.

*Brewery, Regional* is a facility with a capacity to manufacture between 15,000 and 249,999 barrels of alcoholic and nonalcoholic malt liquor a year. This definition does not include a brewpub.

*Brewpub* is a small brewery operated in conjunction with a bar or restaurant provided the beer is sold for consumption on the premises and not sold to other bars, restaurants or wholesalers, except that an establishment licensed under Minn. Stat. §304A.301, subd. 6(d) may sell “growlers” off-sale with appropriate City license.

*Broadcasting antenna, radio and television* means commercial, public or private broadcasting towers exceeding the district height limitations, or more than one tower of any height located on the same lot or parcel.

*Buffer* means the use of land, topography, difference in elevation space, fences, or landscape planting to screen or partially screen a use or property from another use or property, and thus reduce undesirable influences, such as site, glare, noise, dust, and other external affects.

*Buildable area* means the space remaining on a lot after the minimum setback, drainage provisions, ponding, compensatory storage, soils, open space and other site constraint requirements of this chapter have been met.

*Building* means any structure having a roof which may provide shelter, support, protection, or enclosure of persons, animals, or property of any kind, and when such structures are divided by party walls without openings, each portion of such building so separated shall be deemed a separate building.

*Building height* means the vertical distance to be measured from the grade of the building line to the top, to the cornice of a flat roof directly above the highest wall of a shed roof, to the uppermost point on a round or other arch type roof, to the average distance between the ridge and the eave of the highest gable on a pitched or hip roof.

*Building line* means an imaginary line separating buildable area and the required yards as defined in this section.

*Building line, shore land* means a line measured across the width of the lot where the main structure is placed in accordance with setback provisions from the ordinary high water mark, as designated by the state department of natural resources.

*Building setback* means the minimum horizontal distance between the building and lot line or the normal high water mark, as designated by the department of natural resources.

*Business* means any occupation, employment or enterprise, wherein merchandise is exhibited or sold, or where services are offered for compensation.

*Carport* means an automobile shelter having one or more sides open.

*Cellar* means that portion of a building having more than one-half of the floor to ceiling height below the average grade of the adjoining ground. Each room or area in a cellar shall be at least 7½ feet from floor to ceiling.

*Channel* means a natural or artificial depression of perceptible extent, with definite bed and banks to confine and conduct water either continuously or periodically.

*Church* means a building, together with its accessory buildings and uses, where persons regularly assemble for religious worship and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain public worship.

*Clear cutting* means the removal of an entire stand of trees.

*Club or lodge* means a nonprofit association of persons who are bonafide members paying annual dues, use of premises being restricted to members and their guests. It shall be permissible to serve food and meals on such premises providing adequate dining room space and kitchen facilities are available.

*Cluster housing* means the development pattern and technique whereby structures are arranged in closely related groupings to make the most efficient use of natural amenities of the land.

*Commercial use* means activity involving the sale of goods or services carried out for profit.

*Compost facility* means a site or facility for the controlled microbial degradation of leaves and/or grass clippings to yield a humus-like soil conditioner product.

*Comprehensive plan* means a computation of goals, policy statements, standards, programs and maps for guiding the physical, social, and economic development, both public and private, as defined in the state municipal planning act, and includes any part of such plan separately adopted and any amendment to such plan or parts thereof.

*Conditional use* means a use classified as conditional generally may be appropriate or desirable in a specific zone, but requires approval because if not carefully located or designed, it may create special problems such as excessive height or bulk or abnormal traffic congestion.

*Condominium* means a form of individual ownership within a building which may entail joint ownership and responsibility for maintenance and repairs of the land and other common property of the building.

*Corner lot* means a lot situated at the junction of and fronting on two or more streets.

*Covenant* means a contract between two individuals which constitutes a restriction of a particular parcel of land.

*Decorative masonry* means individual units lain in and bound together by mortar, a masonry veneer, like brick masonry that is primarily decorative, not structural. Decorative masonry may include rock-faced concrete block, but not smooth surface concrete block.

*Demolition debris* means solid waste resulting from the demolition of buildings, roads, and other structures including, but not limited to concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock and plastic building parts.

*Demolition debris land disposal facility* means a site used to dispose of demolition debris.

*Density* means a number expressing the relationship of the number of dwellings to an acre of land.

*Disposal facility* means a waste facility that is designed or operated for the purpose of ultimate and complete disposal of waste on or in the land.

*Distilled spirits* means ethyl alcohol, hydrated oxide of ethyl, spirits of wine, whiskey, rum, brandy, gin, and other distilled spirits, including all dilutions and mixtures thereof, for non-industrial use.

*District* means a section of the City for which the regulations governing the height, area, use of buildings and premises are the same.

*Diversion* means a channel that intercepts surface water runoff and that changes the accustomed course of all or part of a stream.

*Draining* means the removal of surface water or groundwater from land.

*Dredging* means to enlarge or clean out a water body, watercourse or wetland.

*Drive-in* means any use where products and/or services are provided to the customer under conditions where the customer does not have to leave the car or where fast service to the automobile occupants is a service offered regardless of whether the service is provided within the building.

*Dwelling unit* means a residential building or portion thereof intended for occupancy by a single family.

*Easement* means a grant by a property owner for use of a strip of land by the public or any person for any specific purpose or purposes of construction and maintaining utilities, including, but not exclusive of the following: sanitary sewers, water mains, electric lines, telephone lines, other transmission lines, storm sewer, storm drainage ways, gas lines, other service utilities, etc.

*Electronic Cigarette/Vaporizer Shop* means a retail establishment that derives more than 50 percent of its gross revenue from the sale of any product, or any component part of a product, whether or not marketed or sold separately, containing or delivering, or designed to deliver, nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product.

*Energy recovery facility* means a facility used to capture the heat value of solid waste for conversion to steam, electricity, or immediate heat by direct combustion or by first converting it into an intermediate fuel product.

*Essential services* means underground or overhead gas, electrical, steam or water distribution systems; collection, communication, supply or disposal system including poles, wires, mains, drains, sewer, pipes, conduits, cables, fire alarm boxes, traffic signals, hydrants or other similar equipment and accessories in conjunction therewith; but not including buildings or transmission services.

*Family* means an individual or a group of two or more persons each related by blood, marriage, adoption, or foster care arrangement living together as a single housekeeping unit, or a group of not more than four persons not so related, maintaining a common household, and using common cooking and kitchen facilities.

*Fence* means any partition, structure, wall, or gate erected as a divider marker, barrier or enclosure and located along the boundary, or within the required yard.

*Floor area* means the area included within the surrounding exterior walls of a building or portion thereof, including the sum of the gross horizontal areas of several floors of a building including interior balconies, mezzanines, basements, and attached buildings, exclusive of vent shafts, courts, utility rooms, stairs, escalators, or the like.

*Floor area ratio* means the numerical value obtained through dividing the gross floor area of a building or buildings by the lot area on which such building or buildings are located.

*Frontage* means the boundary of a lot which abuts an existing or dedicated public street.

*Garage* means an attached or detached accessory building that is designed primarily for parking and storage of vehicles.

*Garage, public* means any premises, except those described as a private garage, used for the storage or care of power driven vehicles or where any such vehicles are equipped for operation, repaired or kept for remuneration, hire or sale.

*Garage, repair* means a building or space for the repair or maintenance of vehicles, but not including factory assembly of such vehicles, auto wrecking establishments or junkyards.

*Gasoline service station* means any building or premises used for the dispensation, sale or offering for sale at retail of any motor fuels, oils, or lubricants. When the use is incidental to the conduct of a public garage, the premise is classified as a public garage.

*General floodplain districts* means those areas designated as unnumbered A Zones on the flood insurance rate map.

*Grade (adjacent ground elevation)* means the lowest point of elevation of the finished surface of the ground, paving or sidewalk within the area between the building and the property line, or when the property line is more than five feet from the building, between the building and a line five feet from the building.

*Grading* means changing the natural or existing topography of land.

*Greenbelt* means a planned barrier consisting of dense vegetation used for the purpose of separation and screening of land uses.

*High water level* means the high water elevation reached by the 1965 flood and set forth on the attached floodplain map.

*Holiday signs* means signs or displays which contain or depict a message pertaining to a national or state holiday, and no other matter.

*Home occupation* means any occupation or profession carried on by a member of the family residing on the premises, provided that the use is clearly incidental and secondary to the use of the dwelling for dwelling purposes, does not change the character of the dwelling, and does not utilize more than 25 percent of the building's gross floor area.

*Hotel* means any building or portion thereof where lodging is offered to transient guests for compensation and in which there are more than five sleeping rooms with no cooking facilities in an individual room or apartment.

*House trailer* means a vehicle, used or capable of being used for sleeping or living quarters for one or more persons, having no foundation other than wheels or jacks and propelled by its own or by another power-driven vehicle to which it may be attached.

*Impervious Surface* means an artificial or natural surface through which water, air or roots cannot penetrate.

*Industrial solid waste* means all solid waste generated from an industrial or manufacturing process and solid waste generated from nonmanufacturing activities such as service and commercial establishments. Industrial solid waste does not include office materials, restaurant and food preparation waste, discarded machinery, demolition debris, or household refuse.

*Industrial solid waste land disposal facility* means a site used to dispose of industrial solid waste in or on the land.

*Initiation of Construction.* The first placement of permanent evidence of a structure on a site pursuant to a duly issued building permit, such as the pouring of slabs or footings, or any work beyond the state of excavation, grading or demolition, including the relocation of a structure. "Initiation of Construction" does not include the installation of streets, walkways, sidewalks, or parking lots; the excavation for a basement, footings, piers, or foundations; or the installation on the property of temporary buildings, such as garages, sheds, or trailers.

*Junk* means, but is not limited to, old or scrap signs, copper, brass, rope, rags, batteries, rubber debris, waste, or junked, dismantled appliances or parts thereof, or wrecked automobiles, farm, or construction machinery or parts thereof, iron, steel, and other old or scrap ferrous or nonferrous material which is stored, disassembled or sold without being processed for recycling.

*Junk Vehicle* means any motor vehicle, part of a motor vehicle, or former vehicle stored which is (1) unusable or inoperable because of lack of or defects in component parts; (2) damage from collision, deterioration, or otherwise; (3) beyond repair, and, therefore, not intended for future use as a motor vehicle; (4) being retained on the property for possible use of salvageable parts; or (5) is not properly and currently licensed for operation.

*Junkyard* means an establishment, place of business, or place of storage or deposit, which is maintained, operated, or used for storing, disassembly, keeping, buying, or selling unprocessed junk or storing, keeping, buying, or selling wrecked, scrapped, ruined or dismantled motor vehicles for the purpose of selling used motor vehicle parts. Junkyard does not include a metal recycling facility.

*Lot* means land occupied or to be occupied by one principal building or use and its accessory buildings, together with such open spaces as are required under the provisions of this chapter, having not less than the minimum area required by this chapter for a building site in the district in which such lot is situated and having its principal frontage on a street, or a proposed street approved by the City Council.

*Lot area* means the land area within the lot lines.

*Lot depth* means the minimum horizontal distance between the front lot line and the rear lot line of a lot.

*Lot, double frontage* means an interior lot having frontage on two streets.

*Lot, frontage* means the front of a lot shall be that boundary abutting a public right-of-way.

*Lot, interior* means a lot other than a corner lot.

*Lot, through* means a lot fronting on two parallel streets.

*Lot line* means a lot line is the property line bounding a lot, except that where any portion of a lot extends into a public right-of-way or a proposed right-of-way, the line of such public right-of-way shall be the lot line.

*Lot line, front* means that boundary of a lot which abuts an existing or dedicated public street. In no case shall there be more than two front lot lines applied to any lot. Any other lines abutting a public right-of-way shall be designated by the zoning administrator as either a side or rear lot line.

*Lot line, rear* means that boundary of a lot which is opposite the front lot line. If the rear lot line is less than ten feet in length, or if the lot forms a point at the rear, the rear lot line shall be a line ten feet in length within the lot, parallel to, and at the maximum distance from, the front lot line.

*Lot line, side* means any boundary of a lot which is not a front lot line or a rear lot line.

*Lot of record* means any lot which is one unit of a plat duly approved and filed, or one unit of an auditor's subdivision or a registered land survey, that has been recorded in the office of the county recorder prior to January 18, 1965.

*Lot width* means the maximum horizontal distance between the side lot lines of a lot measured on or within the front yard setback requirements.

*Marquee* means a permanent roof-like structure extending from part of the wall of a building but not supported by the ground, and constructed of durable material such as metal or glass.

*Mean flow level* means the average flow elevation of a stream or river computed as the midpoint between extreme low and extreme high water.

*Medical uses* means those uses concerned with the diagnosis, treatment, and care of human beings. These include: hospitals, dental services, medical services, or clinic, nursing or convalescent home, orphan homes, rest home, sanitarium.

*Merchandising services* means the installation and setup of displays, signs, fixtures, cabinets, checkout, etc. that need to be installed in a retail environment. It may also include merchandising, stocking, retail surveys, point of sale integrity, space management analysis, consulting, retail plans, and label development.

*Metal recycling facility* means a facility at which recyclable materials are received and prepared or processed into a substantially different form and separated into the base component metals from which it is composed with the resulting metal product being shipped directly to consumers to be melted and made into new metal.

*Metes and bonds description* means a description of real property which is not described by reference to a lot or block shown on a map, but is described by starting at a known point and describing the bearings and distances of the lines forming the boundaries of the property or delineates a fractional portion of the section, lot or area by described lines or portions thereof.

*Microdistillery* means a distillery operated within the state producing premium, distilled spirits in total quantity not to exceed 40,000 proof gallons in a calendar year.

*Mining* means the extraction of sand, gravel, rock, soil or other material from the land in the amount of 1,000 cubic yards or more and the removal thereof from the site. For the purpose of this chapter, mining shall not include: the removal of materials associated with the construction of a building, the removal of excess materials in accordance with approved plats or utility and highway construction, minor agricultural and sod removal except as further regulated in this chapter.

*Mining operation* means the removal from the land of stone, sand and gravel, coal, salt, iron, copper, nickel, granite, petroleum products or other material for commercial, industrial, or governmental purposes.

*Mixed municipal recyclable materials* means materials that are separated from mixed municipal solid waste for the purpose of recycling, including items such as paper, glass, plastics, automobile oil and batteries. Refuse derived fuel, material destroyed by incineration or junk as defined by this chapter are not recyclable materials.

*Mixed municipal recycling facility* means a facility at which recyclable materials separated from mixed municipal solid waste are prepared for reuse in their original form or for use in manufacturing process that do not cause the destruction of the materials in a manner that precludes further use.

*Mixed municipal solid waste* means garbage, refuse and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection. Mixed municipal solid waste does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams.

*Mobile homes, trailer coach, trailer or automobile trailer* means any vehicle or structure designed and constructed in such a manner as will permit occupancy thereof as a dwelling, or sleeping quarters for one or more persons, or the conduct of any business or profession, occupation or trade for use as a selling or advertising device, and so designed that it is or may be mounted on wheels and used as a conveyance on highways or City streets, propelled or drawn by its own or other motive power, or it may be a structure as designed and constructed in such a manner that it can be transported in one or several segments by some other means other than its own power, excepting a device used exclusively upon stationary rails or tracks.

*Mobile home park* means any park, trailer park, trailer court, trailer camp, trailer camp site, court, lot, parcel or track of land designed, maintained or intended for the purpose of supplying a location or accommodations for any mobile home coach or mobile home coaches and upon which any mobile home coach or mobile home coaches are parked and shall include all buildings used or intended for use as part of the equipment thereof, whether a change is made for the use of the mobile home park and its facilities or not. "Mobile home park" shall not include automobile or mobile home sales lots on which unoccupied mobile homes are parked for purposes of inspection and sale.

*Mobile home stand* means that part of an individual lot which has been reserved for the placement of a mobile home.

*Mobile home unit* means a section of ground in a mobile home park of not less than 5,000 square feet of unoccupied space in an area designed as the location for one mobile home, off-street parking space for two automobiles and other uses considered pertinent to the establishment and use of a mobile home residence as permitted by this chapter.

*Motel* means a building or groups of buildings used primarily for the temporary residence of motorists or travelers.

*Multiple residence* means three or more dwelling units in one structure.

*Municipal water and sewer systems* means utility systems serving a group of buildings, lots, or an area of the city, with the design and construction of such utility systems as approved by the director of public works.

*Natural drainage system* means all land surface areas which by nature of their contour configuration, collect, store, and channel surface water run-off.

*Natural obstruction* means any rock, tree, gravel or analogous material matter that is an obstruction and has been located within a water body, watercourse, or wetland by a nonhuman cause.

*Noise* means one, or a group of, loud, harsh non-harmonious sounds or vibrations that are present and irritating to the ear.

*Noise, ambient* means that all encompassing sounds associated with a given environment, which may be either a composite of sounds, transmitted by any means from many sources near and far or from a single-predominant source.

*Noxious* means matter which is capable of causing injury or is in any way harmful to living organisms, or is capable of causing detrimental effect upon the health, the physiological and social or economic well-being of human beings.

*Nuisance* is as defined in Chapter 38, Article II, 38-30 through 38-32.

*Nursing home, rest home or convalescent home* mean a building with facilities for the care of children, the aged, infirm, or place of rest for those suffering bodily disorder, but not containing equipment for surgical care or for treatment of disease or injury. A nursing home shall be licensed by the state board of health, as provided for in Minn. Stats. § 144.50.

*Off-street loading space* means a space accessible from the street, alley, or way, in a building or on the lot, for the use of trucks while loading or unloading merchandise or materials. Such space shall be of such size as to accommodate one truck of the type typically used in the particular business.

*Open sales lot* means land devoted to the display of goods for sale, rent, lease, advertising, merchandising, or trade where such goods are not enclosed within a building, including, but not limited to, flea markets.

*Open space* means any open area not covered by structures or parking.

*Open space, common* means a parcel or parcels of land or an area of water not required for storage of the regional flood or a combination of such land and water area within the site designated for private open space for the sole benefit, use and enjoyment of the homeowners within a planned unit development or similar developments associated with common open space area.

*Open space, private* means any open space owned by a person or persons.

*Open space, public* means any open space publicly owned.

*Open storage* means storage of any material outside of the building and/or structure.

*Orientation* means the placement of a structure on its lot with regard to other structures, natural elements such as sun, window and impacts from noise, glare, and similar adverse elements.

*Ordinary high water level* means the boundary of public waters and wetlands, and shall be an elevation delineating the highest water level which has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly that point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial. For watercourses, the ordinary high water level shall be the elevation of the top of the bank of the channel. For reservoirs and flowages the ordinary high water level shall be the operating elevation of the normal summer pool.

*Outdoor activities* means outdoor activities such as loading and unloading from a vehicle to a commercial, manufacturing or processing use. Outdoor activities do not include an individual person(s) accessing individual mini-storage units.

*Outdoor storage* means the keeping of any goods, material, merchandise, or vehicles in the same location for more than seven (7) consecutive days outside of a building and/or structure. This includes storage yards for contractors, equipment, lumber, landscaping materials, construction materials and shipping materials.

*Parking ramp* means an accessory structure or use for the storage of motor vehicles at, below and/or above grade.

*Parking space* means an area of not less than 8½ feet in width and 20 feet in length, enclosed in the main building, in an accessory building, or unenclosed, sufficient in size to store one automobile which has adequate access to a public street or alley and permitting satisfactory ingress and egress of an automobile.

*Party wall* means a common wall which divides two independent structures.

*Pedestrian way* means a public or private right-of-way across or within a block, to be used by pedestrians.

*Performance standards* means criteria established to control environmental conditions such as, but not limited to, odor, smoke, toxic or noxious matter, vibrations, fire and explosive hazard, glare, runoff generated by or inherent in use of land or building.

*Permitted use* means a use which may be lawfully established in a particular district or districts, provided it conforms with all requirements, regulations, and performance standards (if any) of such districts.

*Place of worship* means a church, synagogue, temple, mosque, or other facility that is used for prayer by person of similar beliefs; a special-purpose building that is architectural designed and particularly adapted for the primary use of conducting formal religious services on a regular basis

*Plan, comprehensive* means a compilation of policy statements, goals, standards, and maps for guiding the physical, social and economic development, both private and public, of the municipality and its environs and may include, but is not limited to, the following: statements of policies, goals, standards, a land use plan, a community facilities plan, a transportation plan, and recommendations for plan execution. A comprehensive plan represents the planning agency's recommendations for the future development of the community.

*Plan, concept* means a report in map and text form submitted as the first step of a planning unit development (PUD) proposal, depicting the location, general purpose, general type of land use, and circulation pattern, primary relationship between site elements and between the proposed development and surrounding development, proposed general schedule of development and information on the proposed developer.

*Plan, site* means a map or graphics prepared to scale depicting the development of a tract of land, including, but not limited to, the location and relationship of the structures, streets, driveways, recreation areas, parking areas, utilities, landscaping, existing and proposed grading, walkways, and other site development information as related to a proposed development.

*Planned unit development* means a development, having two or more principal uses or structures on a single tract or tracts of land, developed according to a plan approved by the city, under single ownership or unified control. A planned unit development allows for flexibility not available under normal zoning district requirements. A planned unit development may include a combination of land uses.

*Planning Commission* means the duly appointed planning advisory group with duties as defined by Minnesota Statutes and the Anoka City Council.

*Plaza* means an open space that may be improved or landscaped, used for public purposes such as outdoor seating, outdoor gathering areas or landscaped courtyard, usually surrounded by streets and buildings and is not used for outdoor sales, storage or for a parking space or drive lane.

*Practical difficulties* means that the property owner proposes to use the property in a reasonable manner not permitted by this ordinance, the plight of the landowner is due to circumstances unique to the property not created by the landowner, and the variance, if granted would not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties. Practical difficulties also include access to direct sunlight for solar energy systems.

*Plat* means a map, graphics or drawing which graphically delineates the boundary of land parcels for the purpose of identification and record title. The plat is a recorded legal document and must conform to all state laws.

*Prefabricated home* means a non-mobile housing unit, the walls, floors and ceilings of which are constructed at a central factory and transported to a building site where final construction is completed, permanently affixing the unit to the site.

*Principal structure or use* means one which determines the predominant use as contrasted to accessory use or structure.

*Principal use* means the primary or main use of land or buildings as distinguished from subordinate, incidental or accessory uses.

*Property line* means the legal boundaries of a parcel of property which may also coincide with the right-of-way of a road, cartway and the like.

*Public building* means a building owned and operated by the City including but not limited to, fire stations, wells, City hall, public works, senior citizen facility and police facilities.

*Public façade* means side(s) of a building that is visible from and within two-hundred feet (200') of a public street, rail line, public park, public plaza or other public open space.

*Public land* means land owned or operated by municipalities, school district, county, state, or other governmental unit.

*Public uses* means uses owned or operated by municipal, school districts, county, state or other governmental units.

*Public waters* means any waters of the State which serve a beneficial public purpose, as defined in Minn. Stats. § 103F.511, subd. 8. However, no lake, pond, or flowage of less than ten acres in size and no river or stream having a total drainage area less than two square miles need be regulated by the municipality for the purposes of these regulations. A body of water created by a private user where there was no previous shore land, as defined in this section, for a designated private use authorized by the commissioner and the state department of natural resources shall be exempt from the provisions of these regulations.

*Quadhome* means a four unit multiple residence building with private entrances to each unit.

*Reclamation, land* means the improvement of land by the depositing of material to elevate the grade. Any parcel upon which 400 cubic yards or more of fill are deposited shall be considered as reclaimed land.

*Registered land survey* means a survey map of registered land designed to simplify a complicated metes and bounds description designating the land description into tract or tracts of registered land survey number.

*Religious use* means a structure or place in which worship, ceremonies, rituals, and education pertaining to a particular system of beliefs are held.

*Residence* means a building used exclusively as a home, except for accessory uses.

*Riparian lot* means a lot which has a front, rear, or sideline contiguous to or below the ordinary high water level of a river. Such line shall be the front lot line.

*Road* means a public right-of-way affording primary access by pedestrians in vehicles to abutting property whether designated as a street, highway, thoroughfare, parkway, road, avenue, boulevard, land, place, or however otherwise designated. Egress and ingress easements shall not be considered roads.

*Selective cutting* means the removal of single scattered trees.

*Shore Impact zone* means land located between the ordinary high water level of public waters and a line parallel to it at a setback of 50 percent (50%) of the required structure setback or 50 feet (50') landward of the ordinary high water level in areas of agricultural use.

*Shore land* means land located within the following distances from public water; (i) 1,000 feet from the normal high water mark of a lake, pond, or flowage; or (2) 300 feet from a river or stream or floodplain designated by ordinance on such a river or stream, whichever is greater. The practical limits of shore lands may be less than the statutory limits whenever the waters involved are bounded by natural topographic divides which extend landward from the water for lesser distances. Public waters shall be any existing body of water, wetland, drainage way as designated by the state department of natural resources.

*Shore land alteration* means grading and filling in shore land areas or any alteration of the natural topography where the slope of the land is towards a public water or water course leading to a public water.

*Shore land setback* means the minimum horizontal distance between the structure and the normal high water mark.

*Single-family dwelling*. See "Dwelling, one-family".

*Solid waste* means garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, in solid, semisolid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural operations, and from community activities.

*Solid waste land disposal facility* means a facility used to dispose of solid waste in or on the land.

*Solid waste management facility* means a facility for the storage, collection, transportation, processing or reuse, conversion, or disposal of solid waste.

*Story* means that portion of a building included between the surface of any floor and the surface of the next floor above it or if there is no floor above it, the space between the floor and the ceiling next above it.

*Story, half* means that portion of a building under a gable, hip or gambrel roof, the wall plates of which, on at least two opposite exterior walls, are not more than two feet above the floor of such story.

*Street* means a public right-of-way 34 feet or more in width, affording a primary means of access to abutting property.

*Street, arterial, or major* means a street which serves, or is designated to serve, heavy flows of traffic which is used primarily as a street route for traffic between communities and/or other heavy traffic generating areas.

*Street, collector* means a street which services, or is designed to serve, as a traffic way for a neighborhood or as a feeder to a major roadway. Direct driveway access is limited to the greatest extent possible.

*Street, local* means a street intended to serve primarily as access to abutting properties.

*Street frontage* means the proximity of a parcel of land to one or more streets. An interior lot has one street frontage and a corner lot has two frontages.

*Street pavement* means the wearing or exposed surface of the roadway used by vehicular traffic.

*Street right-of-way* means the width of the right-of-way, measured at right angles to the centerline of the street.

*Street width* means the width of street surface measured at right angles between the curbs or edge of pavement.

*Structural alteration* means any change, other than incidental repairs, which would prolong the life of supporting members of a building such as bearing walls, columns, beams, girders, or foundations.

*Structure* means anything which is built, constructed or erected on the ground or attached to the ground; an edifice or building of any kind; or any piece of work artificially built up and/or composed of parts jointed together in some definite manner whether temporary or permanent in character, including decks and signs.

*Subdivision* means the division or redivision of a lot, tract, or parcel of land into two or more lots, either by plat, metes and bounds, or by registered land survey.

*Substandard use* means any use existing prior to the date of this chapter which is permitted within the applicable zoning district but does not meet the minimum lot area, frontage, setbacks, water frontage length, or other dimensional standards of this chapter.

*Taproom* is an area on the premises of or adjacent to one brewery location owned by the brewer that allows the on-sale of malt liquor produced by the brewer for consumption. Such use shall be accessory to the primary use of a national, regional or micro brewery and may be a restaurant.

*Tobacco Shop* means retail establishment that derives more than 50 percent of its gross revenue from the sale of any product, or any component part of a product, whether or not marketed or sold separately, containing or delivering, or designed to deliver, nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product.

*Topsoil* means black dirt composed of unconsolidated material, largely undecomposed organic matter.

*Townhouses* means structures housing two or more dwelling units of not more than two stories each and contiguous to each other only by sharing one common wall, such structures to be of the town or row houses type as contrasted to multiple dwelling apartment structures. No single structure shall contain in excess of eight dwelling units and each dwelling unit shall have separate and individual front and rear entrances. Each unit shall be served by individual utilities.

*Toxic and hazardous waste* means waste materials including, but not limited to: poisons, pesticides, herbicides, acids, caustics, pathological wastes, radioactive materials, flammable or explosive

materials, and similar harmful chemicals and waste which requires special handling and must be disposed of in a manner which conserves the environment and protects the public health and safety.

*Transfer station* means a facility in which solid waste or demolition debris is collected, sorted, or temporarily deposited to await transportation to the final disposal site or facility.

*Use* means the purpose or activity for which the land or building thereon is designated, arranged, or intended, for which it is occupied, utilized, or maintained.

*Use, permitted* means a public or private use which of itself conforms with the purposes, objectives, requirements, regulations, and performance standards of a particular district.

*Use, principal* means the main use of land or buildings as distinguished from subordinate or accessory uses. A principal use may be either permitted or conditional.

*Useable open space* means a required ground area or terrace area on a lot which is graded, developed, landscaped and equipped and intended and maintained for either active or passive recreation or both, available and accessible to and useable by all persons occupying a dwelling unit or rooming unit on the lot and their guests. Such areas shall be grassed and landscaped or covered only for a recreation purpose. Roofs, driveways and parking areas shall not constitute useable open space.

*Variance* means a modification or variation of the provisions of this chapter where it is determined that by reason of special and unusual circumstances relating to a specific lot, that strict application of this chapter would cause practical difficulties.

*Vehicle.*

1. Midsize vehicle means any motorized vehicle or trailer more than eight (8) feet and up to nine (9) feet in height or more than twenty-two (22) feet and up to twenty-five (25) feet in length, or more than 12,000 pounds and up to 15,000 pounds gross vehicle weight.
2. Oversized vehicle means any motorized vehicle or trailer more than nine (9) feet in height, or more than twenty-five (25) feet in length, or more than 15,000 pounds gross vehicle weight.
3. Stored vehicle means a parked vehicle that has remained in the same location for seven (7) consecutive days or more. Any vehicle moved less than 300 feet shall be deemed to have remained in the same location.
4. Height is measured from the ground to the highest point on the vehicle at recommended tire pressure. All accessories, attachments, and materials carried on the vehicle are considered part of the vehicle.
5. Length is measured at the longest point of the vehicle or, if the vehicle is a trailer, the horizontal distance between the front and rear edges of the trailer bed. All accessories, attachments, and materials carried on the vehicle are considered part of the vehicle.

*Water body* means a body of water (lake, pond) in a depression of land or expanded part of a river, or an enclosed basin that holds water and is surrounded by land.

*Watercourse* means a channel or depression through which water flows, such as rivers, streams, or creeks, and may flow year around or intermittently.

*Watershed* means the area drained by the natural and artificial drainage system, bounded peripherally by a bridge or stretch of high land dividing drainage areas.

*Watershed management or flood control structure* means a dam, floodwall, wingdam, dike, diversion channel, or an artificially deepened or widened stream channel following the same or approximately the same course as the natural channel, or any other structure for altering or regulating the natural flow condition of a river or stream. The term "watershed management or flood control structure" does not include pilings, retaining walls, gabion baskets, rock riprap, or other facilities intended primarily to prevent erosion and which must be authorized by period from the commissioner of the state department of natural resources.

*Wetland* means land which is annually subject to a periodic or continuing inundation by water and commonly referred to as a bog, swamp, or marsh.

*Yard* means a required open space on the lot which is unoccupied and unobstructed by a structure from its lowest level to the sky except as permitted in this chapter. A yard extends along the lot line at right angles to such lot line to a depth or width specified in the setback regulations for the zoning district in which such lot is located.

*Yard, front* means a yard extending along the full width of the front lot line between the side lot lines and extending from the abutting street right-of-way to the depth required in the setback regulations for the zoning district in which such lot is located.

*Yard, rear* means an open space unoccupied except for accessory buildings on the same lot with a building, between the rear lines of the building and the rear line of the lot, for the full width of the lot.

*Yard, side* means the yard extending along the side lot line between the front and rear yards to a depth or width required by setback regulations for the zoning district in which such lot is located.

*Zero lot line split* means the instance where a structure is allowed to be constructed over a lot line of two adjoining lots.

*Zoning administrator* means the officer charged with the administration and enforcement of this chapter.

*Zoning amendment* means a change of the zoning map or zoning text authorized by the City, either in the allowed use within a district, or in the boundaries of a district.

*Zoning district* means an area or areas within the limits of the City for which the regulations and requirements governing use are uniform.

*Zoning district, overlay* means a zoning district containing regulations superimposed upon other zoning district regulations and superseding the underlying zoning district use regulations.

*Zoning map* means the map or maps incorporated into this chapter as a part thereof, designating the zoning districts

**ARTICLE V. District Regulations****DIVISION 5. Mixed Use Districts.****Section 74-265. Main Street Mixed Use District. (MS).**

- (h) Permitted, Conditional, Interim, Accessory and Prohibited Uses.
- (2) East Main Street Sub-District 1 (EM-1) – Historic Downtown Core.
- a. Permitted Uses. The following uses are permitted in the East Main Street Sub-District 1 (EM-1):
1. Retail stores.
  2. Retail services such as eyeglass fitting, quick printing, tailor shops, ~~photo pick-up stations~~, etc.
  3. Dine in restaurants.
  4. Fast-food restaurants without drive-through.
  5. Convenience stores.
  6. Offices, such as administrative, executive, professional, governmental, medical, research, without merchandising services.
  7. Medical and dental clinics.
  8. Hotels/motels.
  9. Bakeries.
  10. Dry-cleaning pick-up.
  11. Live theatre.
  12. Multi-family residential buildings.
  13. Live/work dwellings.
  14. Assisted living facilities.
  15. Essential facilities and services, including electrical, gas, water, sewer distribution and collection lines, pumping facilities for water and sewer systems, rights-of-way for transportation modes, and telephone switching lines.
  16. Police and fire stations.
  17. Banks, savings and loan, insurance offices.
  18. Personal service and repair establishments such as barber, beauty shops, shoe repair, etc.
  19. Hardware and craftsman shops.
  20. Grocery stores.
  21. Parking ramps or lots.
  22. Coffee shops.
  23. Brew pubs.
  24. Liquor stores.
  25. ~~Tobacco shops~~ Attorneys.
  26. Professional portrait studios and film shops.
  27. Specialty food markets.
  28. Employment agencies.
  29. Dance and music studios, martial arts, judo, boxing.
  30. Laundromats.
  31. Clubs, lodges.
  32. Wellness centers.
  33. Parks.
  34. Microbrewery with taproom, subject to the following standards:
    - aa. The establishment must include a taproom that is open a minimum of 2 days or 8 hours per week.
    - bb. The malt liquor sold for consumption at the business must be produced by the brewer on the licensed premises.
    - cc. The malt liquor may be sold to other bars, restaurants or wholesalers for distribution on a

limited scale according to Federal and State regulations.

- dd. The bottling process shall be manual or semi-automated, not fully automated.
- ee. The establishment shall obtain all applicable Federal, State, and City licenses.
- ff. A microbrewery located at street level shall provide at least 50% of the total floor space at the front one-half of the building to be used for sales, tasting, or restaurant purposes.

35. Microdistillery with tasting room/cocktail room, subject to the following standards:

- aa. The establishment must include a tasting room/cocktail room that is open a minimum of 2 days or 8 hours per week.
- bb. The distilled spirits sold for consumption at the business must be produced by the brewer on the licensed premises.
- cc. The distilled spirits may be sold to other bars, restaurants or wholesalers for distribution on a limited scale according to Federal and State regulations.
- dd. The bottling process shall be manual or semi-automated, not fully automated.
- ee. The establishment shall obtain all applicable Federal, State, and City licenses.
- ff. A microdistillery located at street level shall provide at least 50% of the total floor space at the front one-half of the building to be used for sales, tasting, or restaurant purposes.

b. Conditional Uses. The following uses are permitted in the East Main Street Sub-District 1 (EM-1) upon obtaining a conditional use permit:

1. Fast food restaurants with drive through.
2. Drive-up windows or teller service as accessory use to permitted use.
3. Churches, religious institutions.
4. Libraries.
5. Public or private schools provided they do not include boarding or residential facilities.
6. Trade schools.
7. Vocational schools.
8. Colleges, Universities, Institutions of Higher Learning.
9. A State licensed residential facility serving from seven (7) through sixteen (16) persons as allowed under Minnesota Statutes 462.357 Subd. 8, as amended.
10. A State licensed daycare facility serving from thirteen (13) through sixteen (16) persons allowed under Minnesota Statutes 462.357 Subd. 8, as amended.
11. Any other uses found to be of the same general character of the East Main 1 permitted uses.

c. Accessory Uses. The following are permitted accessory uses in the East Main Street Sub-District 1 (EM-1) sub-district:

1. Transit facilities.

2. Information kiosks.
3. Farmer's markets

d. Prohibited Uses. The following uses are prohibited in the East Main Street Sub-District 1 (EM-1):

1. Amusement arcades.
2. Distribution station for beverages.
3. Manufacturing/warehousing facilities.
4. Yards for storage, sale and distribution of building materials.
5. Multi-screen movie theatres with more than five screens.
6. Hospitals.
7. Gas or service stations.
8. Tobacco Shops.
9. Any Commercial Use Selling Drug Paraphernalia.
10. Medical or Recreational Marijuana Dispensaries.
11. Tattoo Shops.
12. Body Piercing Shops.
13. Pawn Shops.
14. Electronic Cigarette/Vaporizer Shops
- 8.15. Any uses not specifically listed as permitted, conditionally permitted, permitted with an interim use permit, or as allowed elsewhere in the City Code, shall be considered prohibited. A prohibited use may be changed to a permitted, conditionally permitted or interim



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**CITY OF ANOKA, MINNESOTA  
RESOLUTION**

**RES-2016-###**

**WHEREAS**, Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, the Anoka City Council has determined the sufficiency of publication of a Summary of the Ordinance which informs the public of the amendments made to the City Code. Publication of the title of the enactment and summary of the amendments shall be deemed to fulfill all legal publication requirements. The full text of the ordinance is available for public inspection in the office of the City Clerk or on the City website at [www.ci.anoka.mn.us](http://www.ci.anoka.mn.us).

**NOW, THEREFORE, BE IT RESOLVED**, that the Anoka City Council hereby approves the following summary of an ordinance amending Chapter 74, Article I. 74-2 Definitions & Article V, Division 5, Section 74-265 Main Street Mixed Use District Sub-district (EM-1) East Main Street Historic Downtown Core of the Anoka City Code (ORD-2016-#####), including the sections as listed below.

**CHAPTER 74. ZONING**

**ARTICLE I. In General**

**Section 74-2 Definitions**

**Added definitions for the following uses: Tobacco Shop and Electronic Cigarette/Vaporizer Shop**

**ARTICLE V. District Regulations**

**DIVISION 5. Mixed Use Districts.**

**Section 74-265. Main Street Mixed Use District. (MS).**

- (h) Permitted, Conditional, Interim, Accessory and Prohibited Uses.
  - (2) East Main Street Sub-District 1 (EM-1) – Historic Downtown Core.
    - a. Permitted Uses. Remove the following uses: Photo Pick Up Stations, Tobacco Shops. Add the following uses: Attorneys.
    - d. Prohibited Uses. Add the following uses: Tobacco Shops, Any Commercial Use Selling Drug Paraphernalia, Tattoo Shops, Body Piercing Shops, Pawn Shops, Electronic Cigarette/Vaporizer Shops<sup>6</sup>

The above ordinance amending Chapter 74, Article I, Section 74-2 & Article V, Division 5, Section 74-265 Main Street Mixed Use District Sub-district (EM-1) East Main Street Historic Downtown Core Ordinance of City Code shall become effective seven (7) days after publication of this Resolution.

Adopted by the Anoka City Council on this the 7<sup>st</sup> day of November 2016.

ATTEST:

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Amy T. Oehlers, City Clerk

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Phil Rice, Mayor

# COUNCIL MEMO FORM

9.1

<b>Meeting Date</b>	November 7, 2016
<b>Agenda Section</b>	Ordinances and Resolutions
<b>Item Description</b>	ORD/Amending Chpt 1, Article II; Administrative Citations and Penalties. (1st reading)
<b>Submitted By</b>	Clark Palmer, Associate Planner

## **BACKGROUND INFORMATION:**

City of Anoka staff is proposing a Text Amendment to Chapter 1, Art. II (Administrative Citations and Penalties), Section 1-23 (Administrative Hearing).

Chapter 1, Art II sets forth the procedures for the issuance of administrative citations and appeals for violations of City Code. Parties issued a citation have the option to appeal. Staff is proposing a text amendment that would require a fee be paid at the time an appeal is requested. Currently there is no fee. The fee would be refunded if the appellant was not found in violation, or the fee may be applied toward the cost of the citation.

Staff is proposing this change in order to discourage appeal requests filed for no other reason aside from trying to have the citation waived or reduced. Staff has found that this often happens, as the Hearing Officer has the authority to waive or reduce citations.

The proposed language is based on the City of Robbinsdale rental licensing ordinance. Below is the potential text amendment in red:

Section 1-23. Administrative Hearing.

(a) Requesting a Hearing. Any person contesting a citation issued pursuant to this Article may, within fifteen (15) days of the time of issuance of the citation, request a hearing before a Hearing Officer.

(1) Any request for a hearing before a Hearing Officer shall be made in writing on a form provided by the City for such a request and either delivered personally to the City at City Hall or mailed to the City by United States first class mail, postage prepaid and postmarked within said prescribed fifteen (15) days.

(2) The hearing shall be held at City Hall within thirty (30) days of receipt of a timely submitted request for a hearing.

(3) Failure to attend the hearing constitutes a waiver of the violator's rights to an Administrative Hearing and an admission of the violation. A Hearing Officer may waive this result upon good cause shown. A determination of good cause shall be made by the Hearing Officer, but specifically does not include forgetfulness or intentional delay.

(4) A hearing request filing fee shall be paid simultaneously with the filing of the notice of appeal. The hearing request fee will be in the amount adopted by ordinance by the City Council. The fee is refundable as provided in the Hearing Officer's decision. In cases where a violation was found to have occurred, the Hearing Officer may apply the refund towards the citation payment as provided in the hearing officer's decision.

## **FINANCIAL IMPACT:**

The City will receive a fee as established in the city's fee schedule for appeals that are requested. The amount paid may be refunded or applied toward the cost of any citation(s) issued.

**COUNCIL REQUESTED ACTION:**

- Motion to Introduce and Hold the First Reading of the Ordinance



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**CITY OF ANOKA, MINNESOTA  
ORDINANCE**

**ORD-2016-XXXX**

**AN ORDINANCE AMENDING CHAPTER 1, ARTICLE II (ADMINISTRATIVE  
CITATIONS AND PENALTIES), SECTION 1-23 (ADMINISTRATIVE HEARING)  
OF THE CODE OF THE CITY OF ANOKA, MINNESOTA**

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

**Section 1.** Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, Chapter 1, Article II, Section 1-23, is hereby amended 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: \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_

\_\_\_\_\_  
Amy T. Oehlers, City Clerk

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

## CHAPTER 1. GENERAL PROVISIONS

### **Article II. Administrative Citations and Penalties.**

#### **Section 1-20. Purpose.**

Based on past experience, the City Council finds that there is a need for alternative methods of enforcing the City Code. While criminal fines and penalties have been the most frequent enforcement mechanism, there are certain negative consequences for both the City and the accused. The delay inherent in that system does not ensure prompt resolution, citizens resent being labeled as criminals for violations of administrative regulations, and the higher burden of proof and the potential of incarceration do not appear appropriate for most administrative violations. The City Council finds that the use of administrative citations and the imposition of civil penalties is a legitimate and necessary alternative method of enforcement. This method of enforcement is in addition to any other legal remedy that may be pursued for City Code violations.

#### **Section 1-21. Definitions.**

- (a) Code Compliance Officer. Any employee of the City of Anoka as authorized in Chapter 2, Article III, Section 2-61 of the City Code; the Property Maintenance Coordinator; or such other individual as may be designated by the City Manager to carry out the duties of a Code Enforcement Officer.
- (b) Code Offense. A violation of any section, subdivision, paragraph or provision of the Anoka City Code, subject to a civil penalty as determined according to a schedule adopted from time to time by the Anoka City Council and payable directly to the City. Each day the violation exists constitutes a separate Code Offense.
- (c) Owner. An individual, association, syndicate, partnership, corporation, limited liability company, trust or any other legal entity holding an equitable or legal ownership interest in land, buildings, structures, dwelling unit(s) or other property.
- (d) Person. A natural person of either sex, a firm, partnership, corporation, limited liability company, any other association of people, and includes the manager or agent of that person or organization.

#### **Section 1-22. Administrative Citation Procedure.**

- (a) Administrative Notice. A Code Compliance Officer may issue, either in person or by United States first class mail, an Administrative Notice to a person suspected or known to have committed a Code Offense and/or to be the owner of property upon which a Code Offense is being committed.
  - (1) The Administrative Notice shall identify the Code Offense, the location upon which the Code Offense occurred or is occurring, and the corrective action necessary to become Code compliant.
  - (2) The Administrative Notice may also set forth a prescribed period of time within which the alleged violator and/or property owner has to correct or abate the Code Offense.

- (3) If the alleged violator and/or owner of property upon which a Code Offense is being committed is unable to correct or abate the Code Offense within the prescribed time, that person may request, in writing, an extension of no more than thirty (30) additional days from the Code Compliance Officer.
  - (4) Any extension granted by the Code Compliance Officer shall be in writing and shall specifically state the date of expiration.
  - (5) If the Code Offense is not corrected or abated, as outlined in the Administrative Notice, within the prescribed time or any extension thereto, the Code Compliance Officer may issue a citation, as provided below.
- (b) Citation. A Code Compliance Officer is authorized to issue a citation upon the belief that a Code Offense has occurred, or is currently being committed, whether or not an Administrative Notice has first been issued in regard to the Code Offense.
- (1) The citation shall be given to the person responsible for the violation and/or to the owner of the property upon which the violation has occurred, either by personal service or by United States first class mail.
  - (2) Said citation shall state the nature of the Code Offense, the time and date said Code Offense occurred, the civil penalty applicable to that Code Offense as set forth in a schedule of civil penalties as adopted by the City Council from time to time, the manner for paying the civil penalty or requesting a hearing before an Administrative Hearing Officer to contest the citation, and the date by which said Code Offense must be corrected.
- (c) Responding to a Citation/Payment. Once a citation is issued, the alleged violator and/or the owner of the property upon which the violation has occurred shall, within fifteen (15) days of the time of issuance of the citation, either pay the civil penalty set forth in the citation and bring the property into compliance, request a hearing in writing according to the procedure set forth in this Section, or request to be charged with a criminal violation through the District Court System.
- (1) The civil penalty may be paid in person at City Hall or by United States first class mail, postage prepaid and postmarked within said prescribed fifteen (15) days.
  - (2) Payment of the civil penalty shall be deemed to be an admission of the Code Offense.
  - (3) In addition to payment of a civil penalty, the alleged violator and/or owner the property must request verification of the property's compliance with the City Code from the Code Compliance Officer before the property may be deemed code compliant.
  - (4) Failure to respond within the required time may result in the City issuing a criminal charge against the alleged violator in District Court.

**Section 1-23. Administrative Hearing.**

- (a) Requesting a Hearing. Any person contesting a citation issued pursuant to this Article may, within fifteen (15) days of the time of issuance of the citation, request a hearing before a Hearing Officer.
- (1) Any request for a hearing before a Hearing Officer shall be made in writing on a form provided by the City for such a request and either delivered personally to the City at City Hall or mailed to the City by United States first class mail, postage prepaid and postmarked within said prescribed fifteen (15) days.
  - (2) The hearing shall be held at City Hall within thirty (30) days of receipt of a timely submitted request for a hearing.
  - (3) Failure to attend the hearing constitutes a waiver of the violator's rights to an Administrative Hearing and an admission of the violation. A Hearing Officer may waive this result upon good cause shown. A determination of good cause shall be made by the Hearing Officer, but specifically does not include forgetfulness or intentional delay.
  - (4) A hearing request filing fee shall be paid simultaneously with the filing of the notice of appeal. The hearing request fee will be in the amount adopted by ordinance by the City Council. The fee is refundable as provided in the Hearing Officer's decision. In cases where a violation was found to have occurred, the Hearing Officer may apply the refund towards the citation payment as provided in the hearing officer's decision.
- (b) Hearing Officer.
- (1) The City Council will periodically approve a list of lawyers from which the City Manager will randomly select a Hearing Officer to hear and determine a matter for which a hearing is requested.
  - (2) The accused will have the right to request, in writing and no later than five (5) days before the date of the hearing, that the assigned Hearing Officer be removed from the case without cause. Any subsequent request for the same case must be directed to the assigned Hearing Officer who will decide whether he or she can fairly and objectively review the case.
  - (3) The Code Compliance Officer may remove a Hearing Officer only by requesting that the assigned Hearing Officer find that he or she cannot fairly and objectively review the case. If such a finding is made, the Hearing Officer shall remove himself or herself from the case, and the City Manager will assign another Hearing Officer.
  - (4) The Hearing Officer must not be a City employee.
  - (5) The City Manager must establish a procedure for evaluating the competency of the Hearing Officers, including comments from alleged violators and City staff. These reports must be provided to the City Council.
- (c) Issuance of a Subpoena.

- (1) Upon the Hearing Officer's own initiative, or upon written request of an interested party demonstrating the need and submitted to the City clerk at least fifteen (15) working days before the scheduled hearing, the Hearing Officer may issue a subpoena for the attendance of a witness or the production of books, papers, records or other documents that are material to the matter being heard.
- (2) The party requesting the subpoena is responsible for serving the subpoena in the manner provided for civil actions and for paying the fees and expenses of the witness served with the subpoena.
- (3) A person served with a subpoena may file an objection with the Hearing Officer promptly, but no later than the time specified in the subpoena for compliance.
- (4) The Hearing Officer may cancel or modify the subpoena if, in his or her opinion, it is deemed to be unreasonable or oppressive.
- (5) Alternatively, the party requesting the subpoena may seek an order from District Court compelling the witness' attendance at the hearing.

(d) The hearing.

- (1) Notice of the hearing must be served in person or by mail on the alleged violator and/or owner of the property at least ten (10) days prior to the hearing date, unless a shorter time period is accepted by all parties.
- (2) At the hearing, the parties will have the opportunity to present testimony and question any witnesses, but strict rules of evidentiary procedure will not apply.
- (3) The Hearing Officer must tape record the hearing and receive testimony and exhibits.
- (4) The Hearing Officer must receive and give weight to the evidence presented, including reliable hearsay evidence that possesses probative value commonly accepted by reasonable and prudent people in the conduct of their affairs.

(e) Authority of Hearing Officer.

- (1) The Hearing Officer has the authority to determine whether a violation has occurred, or is occurring, and, upon his or her findings, may:
  - A. dismiss the citation;
  - B. impose the scheduled fine amount;
  - C. reduce, stay or waive a scheduled fine either unconditionally or upon compliance with appropriate conditions;
  - D. order that the City be allowed to remedy the violation and assess the costs associated therewith against the property; or
  - E. impose any combination of the foregoing provisions that the Hearing Officer deems to be reasonable.

- (2) When imposing a penalty, the Hearing Officer may consider any or all of the following factors:
    - A. the duration of the violation;
    - B. the frequency of reoccurrence of the violation;
    - C. the seriousness of the violation;
    - D. the history of the violation;
    - E. the violator's conduct after issuance of the notice of hearing;
    - F. the good faith effort by the violator to comply;
    - G. the economic impact of the penalty on the violator;
    - H. the impact of the violation upon the community; and
    - I. any other factors the Hearing Officer deems appropriate to achieve a just result.
  - (3) The Hearing Officer may exercise discretion to impose a fine for more than one day of a continuing violation, but only upon a finding that:
    - A. the violation causes a serious threat of harm to the public health, safety and welfare; or that
    - B. the accused intentionally and unreasonably refused to comply with the Code requirement.
- f. Hearing Officer's decision.
- (1) The Hearing Officer's decision must be in writing.
  - (2) The decision of the Hearing Officer is final without any further right of administrative appeal.
  - (3) The Hearing Officer's decision relative to any of the matters set forth in Section 1-24 below may be appealed to the City Council by submitting a request in writing to the City clerk within ten (10) days after issuance of the Hearing Officer's decision.
  - (4) Failure of the accused to attend the hearing constitutes a waiver of the accused's rights to an Administrative Hearing and an admission of the violation. A Hearing Officer may waive this result upon good cause shown. Examples of "good cause" are: death or incapacitating illness of the accused; a court order requiring the accused to appear for another hearing at the same time; and lack of proper service of the Administrative Citation or Notice of the hearing. "Good cause" does not include: forgetfulness or intentional delay.

**Section 1-24. Administrative Review.**

- (a) **Appeal of Hearing Officer's Decision.** The Hearing Officer's decision in any of the following matters may be appealed by a party to the City Council for administrative review:
  - (1) An alleged failure to obtain a permit, license, or other approval from the City Council as required by City Ordinance;
  - (2) An alleged violation of a permit, license, or other approval, or the conditions attached to the permit, license, or approval, that was granted by the City Council; and
  - (3) An alleged violation of regulations governing a person or entity who has received a license granted by the City Council.
- (b) **Appeal to the City Council.** To appeal to the City Council, the party seeking the appeal must submit a request in writing to the City clerk within ten (10) days after the Hearing Officer's decision. The appeal must be accompanied by a fee as established by the City Council.
- (c) **Hearing by the City Council.** The appeal will be heard by the City Council after notice served in person or by registered mail at least ten (10) days in advance of the hearing. The parties to the hearing will have an opportunity to present oral or written arguments regarding the Hearing Officer's decision.
- (d) **City Council Decision.** The City Council must consider the record, the Hearing Officer's decision, and any additional arguments before making a determination. The City Council is not bound by the Hearing Officer's decision, but may adopt all or part of the Hearing Officer's decision. The City Council's decision must be in writing.
- (e) **Finding of Violation and Imposition of Penalty.** If the City Council makes a finding of a violation, it may impose a civil penalty not exceeding \$1000.00 per day per violation, and may consider any or all of the factors contained in 1-23(e)(2). The City Council may also reduce, stay or waive a scheduled fine either unconditionally or upon compliance with appropriate conditions.
- (f) **Additional Penalties.** In addition to imposing a civil penalty, the City Council may suspend or revoke a city-issued license, permit, or other approval associated with the violation, if the procedure for suspension or revocation, as found elsewhere in the City Code, has been followed. Any hearing required in a suspension or revocation process located elsewhere in the City Code will be satisfied by the hearing before the Hearing Officer, with the right of appeal to the City Council.

**Section 1-25. Judicial Review.** An aggrieved party may obtain judicial review of the decision of the Hearing Officer or the City Council by proceeding under a writ of certiorari in District Court.

**Section 1-26. Recovery of Civil Penalties.**

- (a) If a civil penalty is not paid within the time specified, it will constitute:

- (1) A lien on the real property upon which the violation occurred if the property or improvements on the property were the subject of the violation and the property owner was found responsible for the violation; or
- (2) A personal obligation of the violator in all other situations.
- (b) A lien may be assessed against the property and collected in the same manner as taxes.
- (c) A personal obligation may be collected by appropriate legal means.
- (d) A late payment fee of ten (10) percent of the total fine imposed, or any part thereof that remains unpaid, may be assessed for each thirty (30) day period that the total fine amount remains unpaid after the due date.
- (e) Failure to pay a fine is grounds for suspending or revoking a license related to the violation and/or the property upon which the violation occurred.

**Section 1-27. Criminal Penalties.**

- (a) The following are misdemeanors, punishable in accordance with state law:
  - (1) Failure to pay a fine imposed by a Hearing Officer within thirty (30) days after it was imposed, or such other time as may be established by the Hearing Officer, unless the matter is appealed pursuant to Section 1-24, or judicial review is sought pursuant to Section 1-25.
  - (2) Failure to pay a fine imposed by the City Council within thirty(30) days after it was imposed, or such other time as may be established by the City Council.
- (b) If the final adjudication in the Administrative Hearing is a finding of no violation, the City may not pursue a criminal violation in District Court based on the same set of facts. This does not preclude the City from pursuing a criminal conviction for a violation of the same provision based on a different set of facts or upon a finding of a violation. A different date of the same violation will constitute a different set of facts.

# COUNCIL MEMO FORM

9.2

Meeting Date	November 7, 2016
Agenda Section	Ordinances and Resolutions
Item Description	ORD/Sale of property; 11 <sup>th</sup> Avenue (2nd Reading)
Submitted By	Doug Borglund, Deputy Community Development Director

## **BACKGROUND INFORMATION:**

The 1st reading of the ordinance to sell the subject property was discussed by the City Council at its October 17, 2016 meeting and moved to a 2<sup>nd</sup> reading. Since that time no changes have occurred. Updated development drawings have been provided by Shadetree Construction, Inc.

The City has been in discussions with Mark Strandlund of Shadetree Construction regarding property known in concept as “Eastview”, development site #10, or the 11<sup>th</sup> Avenue residential development site. The property is zoned R-3 Medium Density Residential. The subject property was listed with Premier Commercial Realty the City’s broker. The land price was offered at \$20,000.00 a detached townhome unit. The City has received an offer of \$17,000.00 per detached townhome unit contingent upon City Council’s approval to enter into a purchase agreement.

The City Attorney has reviewed the purchase agreement from a legal perspective and is satisfied.

The proposed schedule is as follows:

October 17, 2016: First Reading of an ordinance to sell property to Shadetree Construction, Inc.

November 7, 2016: Second Reading of an ordinance to sell property to Shadetree Construction, Inc.

February 28, 2017: Real Estate Closing

## **FINANCIAL IMPACT:**

The sale price is \$17,000.00 a detached townhome unit and is subject to closing costs and realtor fees.

The City will also be participating in the cost of platting the property. The overall plat will create 2 out-lots and a 2-acre parcel on North Street which, will retained by the City.

## **COUNCIL REQUESTED ACTION:**

Hold the Second Reading and adopt an ordinance to approve the purchase agreement for sale of property known as 11<sup>th</sup> Avenue residential development site to Shade Tree Construction, Inc.



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 Phone: (763) 576-2700 Website: [www.ci.anoka.mn.us](http://www.ci.anoka.mn.us)

**CITY OF ANOKA, MINNESOTA  
 ORDINANCE**

**ORD-2016-XXXX**

**AN ORDINANCE TO CONVEY REAL PROPERTY  
 TO SHADETREE CONSTRUCTION, INC.  
 (11<sup>th</sup> Avenue Residential Development Site)**

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

**WHEREAS**, Shadetree Construction, Inc. proposes 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 Shadetree Construction, Inc. 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 7th day of November, 2016.

ATTEST:  
 \_\_\_\_\_  
 Phil Rice, Mayor

Introduced: \_\_\_\_\_  
 Adopted: \_\_\_\_\_  
 Published: \_\_\_\_\_  
 Effective: \_\_\_\_\_

\_\_\_\_\_   
 Amy T. Oehlers, City Clerk

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

PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement (this "**Agreement**") is made on \_\_\_\_\_, 2016, by **The City of Anoka**, a municipal corporation, 2015 First Avenue North, Anoka, Minnesota 55303 (hereinafter, "**Seller**"), and **Shadetree Construction, Inc.**, a Minnesota corporation, 1455 165th Ave NE, Ham Lake, Minnesota 55304 (hereinafter, "**Buyer**").

2. **OFFER/ACCEPTANCE.** Buyer agrees to purchase and Seller agrees to sell approximately 6 acres of real property fronting on 11<sup>th</sup> Avenue near North Street in the City of Anoka, County of Anoka, State of Minnesota, which is part of PID# 05-31-24-23-0002 (hereinafter referred to as the "**Property**"). The precise legal description of the Property will be determined after the entire parcel has been platted.

3. **PURCHASE OF LOT WITH BUILDING OR VACANT LOT.** (Check paragraph that pertains.)

\_\_\_\_\_ A. Buyer is purchasing the lot with an existing building.

X  B. Buyer is purchasing a vacant lot.

4. **PRICE AND TERMS.** The purchase price for the Property shall be Seventeen Thousand and 00/100 Dollars (\$17,000.00) per allowable townhome unit as identified in Buyer's site plan and as approved by the Seller (the "**Purchase Price**"), which Buyer shall pay as follows: Earnest money of Ten Thousand and no/100 Dollars (\$10,000.00) (the "**Earnest Money**"), and the remaining balance paid on or before ~~December 1, 2016~~ February 28, 2017 the "**DATE OF CLOSING.**" Buyer shall have thirty (30) days from the execution of this Agreement within which to complete its due diligence, which shall include all aspects of the site including, but not limited to, ascertaining the condition of the Property and environmental concerns.

5. **CONTINGENCIES.** Seller's obligations to sell, and Buyer's obligations to buy, under the terms and conditions of this Agreement, are contingent upon the following:

A. Seller shall permit Buyer, at Buyer's expense, to enter the Property to conduct investigations and testing and Buyer shall be completely satisfied with the environmental and soil conditions of the Property.

B. Seller will provide a copy of any wetland delineation report and soil testing report it has in its possession.

C. Buyer shall have secured financing for the purchase of the Property and the development and construction of the project Buyer intends to construct, develop and operate on the Property (the "**Project**") by

November 1, 2016, on terms and conditions acceptable to Buyer in Buyer's sole and absolute discretion.

- D. Buyer shall plat the entire parcel, as approved by the Seller, creating the Property to be sold to Buyer as well as Out-lots and a separate development parcel to be retained by Seller, and a new, revised plat consisting of the Property, Out-lots and Seller retained development parcel shall have been recorded of record. Seller will pay its fair share of the platting expenses associated with the Out-lots and development parcel to be retained by Seller.
- E. Buyer submitting development plans for the Project meeting Seller's requirements and expectations, and Seller approving of said development plans.
- F. Buyer and Seller entering into a mutually acceptable Development Agreement relative to the Property.
- G. Buyer expanding the existing storm water pond located at the intersection of 11<sup>th</sup> Avenue and North Street which will serve as a regional pond. Seller will work with all parties that will need to be served by the regional pond to determine their share of the expense. As part of the Development Agreement, all such parties' fair share cost will be agreed upon between the Seller and the Buyer, and Buyer will be reimbursed for said other parties' fair share of the pond expenses through the Seller's collection methods.
- H. The requirements contained in Paragraphs 14 and 15 of this Agreement regarding the condition of title to the Property shall have been satisfied to the satisfaction of Buyer.
- I. The Anoka City Council approving of the sale of the Property.

In the event any of the above contingencies have not been satisfied or waived by the party benefitted by said contingency on or before the DATE OF CLOSING, this Agreement shall be voidable at the option of said benefitted party.

**6. DEED/MARKETABLE TITLE.** Upon performance by Buyer, Seller shall execute and deliver a Quitclaim Deed conveying marketable title, subject to:

- A. Building and zoning laws, ordinances, state and federal regulations;
- B. Restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- C. Reservation of any mineral rights by the State of Minnesota;

- D. Utility and drainage easements as shown on the proposed plat;
- E. Other matters disclosed by the Title Commitment and not objected to by Buyer.

**7. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Real estate taxes due and payable in and for the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual DATE OF CLOSING.

Buyer shall pay real estate taxes due and payable in the year following closing and thereafter and any special assessments levied and payable after the DATE OF CLOSING.

Seller makes no representation concerning the amount of future real estate taxes or of future special assessments.

**8. SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller warrants that there will be a right of access to the Property from a public right-of-way. Seller warrants that there has been no labor or material furnished to the Property on behalf of or at the request of Seller for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the Property. These warranties shall survive the delivery of the quitclaim deed.

**9. AS IS; ALL FAULTS.** Subject to Seller's representations, warranties and covenants set forth in this Agreement and in the closing documents, and subject to Buyer's rights to terminate as set forth in this Agreement, Buyer agrees to accept the condition of the Property, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Buyer's acceptance of title to the Property shall represent Buyer's acknowledgment and agreement that, except as expressly set forth in this Agreement or the closing documents: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose); (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property; (iii) Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing; and (iv) the condition of the Property is fit for Buyer's intended use.

**10. BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer hereby represents and warrants to Seller, which representation and warranty shall survive the Closing, that the individual(s) executing this Agreement on behalf of Buyer has the legal authority and the legal capacity to execute this Agreement on behalf of Buyer and to bind Buyer and that Buyer has the full and complete authority to enter into this Agreement and to purchase the Property.

11. **BROKERAGE.** Seller shall be responsible for compensating Premier Commercial Properties, Inc. for its brokerage fee as a result of this transaction, on the Date of Closing.

12. **DISCLOSURE OF NOTICES.** Seller has not received any notice from any governmental authority as to a violation of any law, ordinance or regulation. If the Property is subject to restrictive covenants, Seller has not received any notice from any person as to a breach of the covenants.

13. **POSSESSION.** Seller shall deliver possession of the Property not later than the DATE OF CLOSING.

14. **EXAMINATION OF TITLE.** Title examination will be conducted as follows:

- A. Seller's Title Evidence. Seller shall furnish to Buyer a commitment ("**Title Commitment**") for an ALTA form Owner's Policy of Title Insurance from a title company selected by Seller, certified to date to include proper searches covering bankruptcies, State and Federal judgments and liens, insuring title to the Property deleting standard exceptions and including affirmative insurance regarding zoning, contiguity, appurtenant easements and such other matters as may be identified by Buyer, in the amount of the Purchase Price, subject only to the Permitted Encumbrances.
- B. Survey. Buyer shall have the right, at its cost and expense, to procure a current ALTA survey of the Property (the "**Survey**").
- C. Buyer's Objections. Buyer shall be allowed thirty (30) business days after receipt of the Title Commitment for examination of title and making any objections, which shall be made in writing or deemed waived.

15. **TITLE CORRECTIONS AND REMEDIES.** Seller shall have until the earlier of (the "**Title Correction Deadline**") (i) the DATE OF CLOSING or (ii) sixty (60) days from receipt of Buyer's written title objections to satisfy Buyer's written objections ("**Buyer's Title Objections**"). Upon receipt of Buyer's Title Objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention as to correcting Buyer's Title Objections within the Title Correction Deadline.

- A. If Seller does not give notice of intention to correct Buyer's Title Objections, or if notice is given but the Title Correction Deadline comes to pass without satisfaction of Buyer's Title Objections, Buyer may seek, as permitted by law, any one or more of the following:
  - (1) Proceed to closing waiving the objections to title;

- (2) Rescission of this Agreement by notice as provided herein, in which case this Agreement shall be null and void and all Earnest Money paid hereunder shall be refunded to Buyer;
- B. If Buyer's Title Objections are satisfied prior to the Title Correction Deadline, and Buyer defaults in any of the agreements herein, Seller may cancel this Agreement as provided by statute and retain all Earnest Money paid as liquidated damages.
- C. If Buyer's Title Objections are satisfied prior to the Title Correction Deadline as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:
  - (1) Cancel this contract as provided by statute and receive a refund of the Earnest Money;
  - (2) Seek specific performance within six (6) months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.

*TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.*

**16. REPRESENTATIONS AND WARRANTIES REGARDING ENVIRONMENTAL LAWS.** Seller represents and warrants:

- A. That to the best of Seller's knowledge, neither Seller nor any prior owner of the Property used the Property in violation of currently applicable Federal, State or local environmental laws.
- B. That Seller has not received any notice from a governmental agency for violation of environmental laws.
- C. That if notice of violation of any environmental laws is received from a governmental agency by Seller prior to the DATE OF CLOSING, Seller shall immediately notify Buyer.
- D. That to the best of Seller's knowledge, the Property is free from any hazardous substances.
- E. That Seller has not taken part in the release of any hazardous substance on the Property.
- F. That Seller has no knowledge of any violations, claims, administrative proceedings or lawsuits relating to hazardous substances on the Property.

- G. That the Property is not subject to any so-called "super liens" due to hazardous waste clean-up and that Seller will keep the Property free from such liens prior to the DATE OF CLOSING.
- H. That Buyer shall have necessary right of access to and right of inspection of the property prior to closing for the purpose of determining compliance with the representations and warranties set forth in this Paragraph 16, including the right to conduct a Phase I and/or Phase II environmental audit of the Property in Buyer's discretion and at Buyer's expense. Seller shall provide Buyer with a copy of any Phase I and Phase II environmental audit report obtained by Seller.
- I. That the representations and warranties contained in this Paragraph 16 shall survive the delivery of the deed.

17. **NOTICES.** All notices required herein shall be in writing and delivered personally or mailed via certified mail, return receipt requested, to the following addresses, and are effective as of the date of receipt:

Seller:	The City of Anoka Attn: Doug Borglund 2015 First Avenue North Anoka, Minnesota 55303
With a copy to:	Hawkins & Baumgartner, P.A. Attn: Scott C. Baumgartner 2140 Fourth Avenue North Anoka, Minnesota 5303
Buyer:	Shadetree Construction, Inc. Attn: Mark Strandlund 1455 165th Ave NE Ham Lake MN 55304

18. **MINNESOTA LAW.** This contract shall be governed by the laws of the State of Minnesota.

19. **WELL AND FUEL TANK DISCLOSURE.** Seller certifies that Seller does not know of any fuel tanks or wells on the Property.

20. **INDIVIDUAL SEWAGE TREATMENT SYSTEM DISCLOSURE.** Seller certifies that there is no individual sewage treatment system on or serving the Property.

21. **PAYMENT OF CLOSING COSTS.** Each party will pay closing costs which are normally allocated of Buyers and Sellers in a real estate transaction.

**22. ASSIGNMENT.** This Agreement, and rights hereunder, may be sold, assigned or transferred at any time by Buyer to Buyer's parent, affiliates or subsidiaries, any party that merges or consolidates with Buyer or its parent, or any entity which acquires substantially all of the assets of Buyer, without the consent of Seller. As to other parties, this Agreement may not be sold, assigned, or transferred without the prior written consent of Seller, with such consent not to be unreasonably withheld or delayed. For purposes of this paragraph, a "parent," "affiliate" or "subsidiary" means an entity which directly or indirectly controls, is controlled by or under common control with Buyer. In the event of a sale, assignment or transfer to a parent, affiliate or subsidiary, Buyer shall remain liable for the full performance of Buyer's obligations hereunder unless Seller expressly releases Buyer from such liability in writing.

**23. FULL AGREEMENT.** The Parties acknowledge that this Agreement represents the full and complete agreement of the Parties relating to the purchase and sale of the Property and all matters related to the purchase and sale of the Property. This Agreement supersedes and replaces any prior agreements, either oral or written, and any amendments or modifications to this Agreement must be in writing and executed by both Parties to be effective.

**24. COUNTERPARTS.** This Agreement and any amendments to this Agreement may be executed in counterparts, each of which shall be fully effective and all of which together shall constitute one and the same instrument.

**25. NO JOINT VENTURE, PARTNERSHIP.** Seller and Buyer, by entering into this Agreement and consummating the transactions contemplated hereby, shall not be considered joint venturers or partners. Buyer shall indemnify and defend Seller from any and all loss, liability, claim or damage resulting from Seller being deemed a joint venturer or partner of Buyer. Seller shall indemnify and defend Buyer from any and all loss, liability, claim or damage resulting from Buyer being deemed a joint venturer or partner of Seller.

**26. SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**27. BUSINESS DAYS.** In the event that any deadline or performance date set forth in this Agreement falls on a Saturday, Sunday or date that banks are closed for a banking holiday, such deadline or performance date shall be deemed to be postponed to the next business day thereafter.

**28. ATTORNEYS' FEES AND JURY WAIVER.** If either Party shall be required to employ an attorney to enforce or defend the rights of such Party hereunder, the prevailing Party shall be entitled to recover reasonable attorneys' fees. EACH PARTY HERETO WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY ANY PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS CONTRACT, THE RELATIONSHIP OF BUYER AND SELLER HEREUNDER OR THE PROPERTY.

The City of Anoka agrees to sell the Property for the price and terms and conditions set forth above.

**SELLER:**

City of Anoka

Date \_\_\_\_\_

By \_\_\_\_\_

Phil Rice

Its: Mayor

Date \_\_\_\_\_

By \_\_\_\_\_

Amy Oehlers

Its: City Clerk

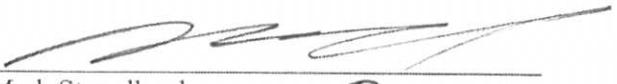
The undersigned agrees to buy the Property for the price and terms and conditions set forth above.

**BUYER:**

Date 9-20-16

By \_\_\_\_\_

Mark Strandlund

  
*PLSS/DSD*

# OVERALL PRELIMINARY PLAT

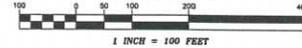
~of~ SHADE TREE COTTAGES  
 ~for~ SHADE TREE CONSTRUCTION, INC.  
 AND THE CITY OF ANOKA

VICINITY MAP  
 PART OF SEC. 05, TWP. 31, RANG. 24



ANOKA COUNTY, MINNESOTA  
 (NO SCALE)

NORTH  
 GRAPHIC SCALE



## PROPERTY DESCRIPTION

Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of Section Five (5), Township Thirty-one (31), Range Twenty-four (24) and the Southeast Quarter of the Northwest Quarter (SW1/4 of NW1/4) of Section Five (5), Township Thirty-one (31), Range Twenty-four (24).

### EXCEPT

That part of the West Half of the Northwest Quarter of Section 5, Township 31, Range 24, Anoka County, Minnesota, described as follows:

Commencing at the northeast corner of said West Half of the Northwest Quarter, thence southerly, along the easterly line of said West Half, 400.00 feet to the point of beginning of the land to be described; thence deflect to the right at an angle of 45 degrees 00 minutes 00 seconds to the intersection with a line parallel with and 750.00 feet easterly of the westerly line of said West Half; thence southerly, along said parallel line, 1000.00 feet; thence deflect to the right at an angle of 45 degrees 00 minutes 00 seconds to the intersection with the east line of the West Half of the West Half; thence southerly, along the south line of said Northwest Quarter; thence easterly, along said south line, to the southeast corner of said West Half of the Northwest Quarter; thence northerly, along the easterly line of said West Half, to the point of beginning. Except that part taken for County, State and Federal highways.

## NOTES

- Fee ownership vested in the City of Anoka, a municipal corporation. Parcel ID Numbers 05-31-24-23-0002 and 05-31-24-22-0002.
- Field survey was completed by E.G. Rud and Sons, Inc. on 10/04/16.
- Bearings shown are on the Anoka County Coordinate System.
- Curb shots are taken at the top and back of curb.
- Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain) and Zone A (No Base Flood Elevations determined), according to Flood Insurance Rate Map Number 2700030303E Community No. 275227 Panel No. 0303 Sulfite E by the Federal Emergency Management Agency, effective date December 16, 2015.
- Wetland delineation and location performed by Hakanson Anderson for the City of Anoka on July 08, 2016. Per telephone conversation with Hakanson Anderson on September 30th, 2016, the wetland line locations were adjusted on paper, but not re-sprayed in the field.
- Location of utilities existing on or serving the surveyed property determined by:
  - Observed evidence.
  - Record drawings provided by the City of Anoka's engineering department.
  - Excavations were not made during the process of this survey to locate underground utilities and/or structures. The location of underground utilities and/or structures may vary from locations shown hereon and additional underground utilities and/or structures may be encountered. Contact Gopher State One Call Notification Center at (651) 454-0002 for verification of utility type and field location, prior to excavation.
- There are underground utilities running to and from the cell tower. Said lines will be located prior to final construction plans.
- Contours shown are a compilation of field work performed by E.G. Rud and Sons, Inc. and LIDAR Topography. Contours shown outside of the PUD portion of the project are LIDAR Topography.
- This survey was prepared without the benefit of title work. Additional encumbrances, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion. Potential areas of possible encumbrances are as follows: 11th Avenue Right of Way, North Street Right of Way and/or Sidewalk; Overhead and underground utilities running along the west and the south portion of the property; Storm water pond at the south west corner of property. There are also utility lines running to and from the cell tower.
- Remaining boundary corners which do not fall within the wetlands to be set once title work has been provided and reviewed.
- Trees 12 inches and larger were shown in Townhouse PRD portion of survey only.
- LOMA required for the removal of the Proposed Townhouses and Commercial lot from flood plain.
- Proposed Private Drive is 581.41 feet long from centerline intersections of 11th Avenue to the center of the cul-de-sac.
- Lots 13, 14 and 15 not to be built upon until the cell tower is removed. Cell tower to be removed or utilities servicing the cell tower to be relocated prior to construction.
- See Sheet S8 for greater detail of Preliminary Plat for PRD portion.

## OVERALL SITE DATA

TOTAL BOUNDARY AREA 2,388,279 S.F. or 54.32 ACRES  
 EXISTING R/W FOR NORTH STREET 32,379 S.F. or 0.77 ACRES  
 PRO AREA LOTS 1 THRU 30 388,824 S.F. or 8.92 ACRES  
 LOT 1 BLOCK 2 87,120 S.F. or 2.00 ACRES  
 CITY TO RETAIN OUTLOTS A & B 1,788,548 S.F. or 41.29 ACRES  
 PROPOSED & EXISTING R/W 81,949 S.F. or 1.88 ACRES  
 PROPOSED NUMBER OF SINGLE FAMILY DETACHED TOWNHOME LOTS 29  
 PROPOSED COMMERCIAL LOTS 1

## PRD SITE DATA

TOTAL AREA OF PRD 388,824 S.F. or 8.92 ACRES  
 PROPOSED NUMBER OF SINGLE FAMILY DETACHED TOWNHOME LOTS 29  
 SINGLE FAMILY TOWNHOME AREA 116,978 S.F. or 2.73 ACRES  
 PRD COMMON AREA (Lot 30) 271,846 S.F. or 6.19 ACRES  
 OVERALL PRD DENSITY 3.17 UNITS/ACRE

## ZONING

EXISTING ZONING NORTH OF DITCH - R-4 Rural Farm  
 SOUTH OF DITCH - R-3 MEDIUM AND HIGH DENSITY RESIDENTIAL  
 PROPOSED ZONING R-3 MEDIUM AND HIGH DENSITY RESIDENTIAL  
 PRO PLANNED RESIDENTIAL DEVELOPMENT LOTS 1 BLOCK 2 - TO BE ZONED R-1 HIGH DENSITY BUSINESS

## PROPOSED SINGLE FAMILY TOWNHOME SETBACKS

35 FEET - FROM 11th AVENUE R/W  
 25 FEET - FROM PRIVATE DRIVE CURB  
 10 FEET - BETWEEN BUILDINGS  
 15 FEET - SIDEYARD  
 16.5 FOOT - WETLAND BUFFER

## LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RL53 25343
- DENOTES ANOKA COUNTY CAST IRON MONUMENT
- DENOTES CATCH BASIN
- DENOTES CABLE PEDESTAL
- DENOTES ELECTRICAL BOX
- DENOTES FIRE OPTIC BOX
- DENOTES GUY WIRE
- DENOTES HIGHWAY
- DENOTES POWER POLE
- DENOTES SANITARY SEWER MANHOLE
- DENOTES STORM SEWER MANHOLE
- DENOTES STORM SEWER ANCHOR
- DENOTES TELEPHONE PEDESTAL
- DENOTES WATER VALVE
- DENOTES MET LAND
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES OVERHEAD WIRE
- DENOTES UNDERGROUND GAS LINE
- DENOTES UNDERGROUND ELECTRIC LINE
- DENOTES UNDERGROUND FIRE OPTIC LINE
- DENOTES UNDERGROUND CABLE LINE
- DENOTES UNDERGROUND TELEPHONE LINE
- DENOTES BUILDING SETBACK LINE
- DENOTES WETLAND SETBACK LINE
- DENOTES EDGE OF WETLAND AS DELINEATED AND LABELED BY HAKANSON ANDERSON
- DENOTES APPROXIMATE EDGE OF LOW LAND AS LOCATED BY E.G. RUD & SONS, INC.
- DENOTES BENCHMARK
- DENOTES CONCRETE SURFACE
- DENOTES GRAVEL SURFACE
- DENOTES ADJACENT PARCEL OWNER INFORMATION (PER ANOKA COUNTY TAX INFORMATION)

## BENCHMARK

MNDOT STATION NAME: 0215 F  
 Elevation = 869.109 (NAVD88)

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

## PRELIMINARY

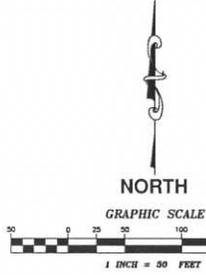
JAMES E. NAPHER  
 Date: \_\_\_\_\_ License No. 25343

DRWN BY: JEN	JOB NO: 188299	DATE: 10/27/16	
CHECK BY: JEN	REVISION: 0		
1			
2			
3			
NO.	DATE	DESCRIPTION	BY

**E.G. RUD & SONS, INC.**  
 Professional Land Surveyors  
 6776 Lake Drive NE, Suite 1176  
 Lino Lakes, MN 55014  
 Tel. (651) 361-8200 Fax (651) 361-8701

# SITE PLAN

~of~ SHADE TREE COTTAGES (PRD PORTION)  
 ~for~ SHADE TREE CONSTRUCTION, INC.



## PRD SITE DATA

TOTAL AREA OF PRD 388,824 S.F. or 8.15 ACRES  
 PROPOSED NUMBER OF SINGLE FAMILY DETACHED TOWNHOME LOTS 29  
 SINGLE FAMILY TOWNHOME AREA 178,979 S.F. or 2.73 ACRES  
 PRD COMMON AREA (Lot 30) 279,846 S.F. or 6.42 ACRES  
 OVERALL PRD DENSITY 3.17 UNITS/ACRE

## ZONING

EXISTING - R-3 MEDIUM AND HIGH DENSITY RESIDENTIAL  
 PROPOSED - R-3 MEDIUM AND HIGH DENSITY RESIDENTIAL WITH PRD PLANNED RESIDENTIAL DEVELOPMENT

## PROPOSED SINGLE FAMILY TOWNHOME SETBACKS

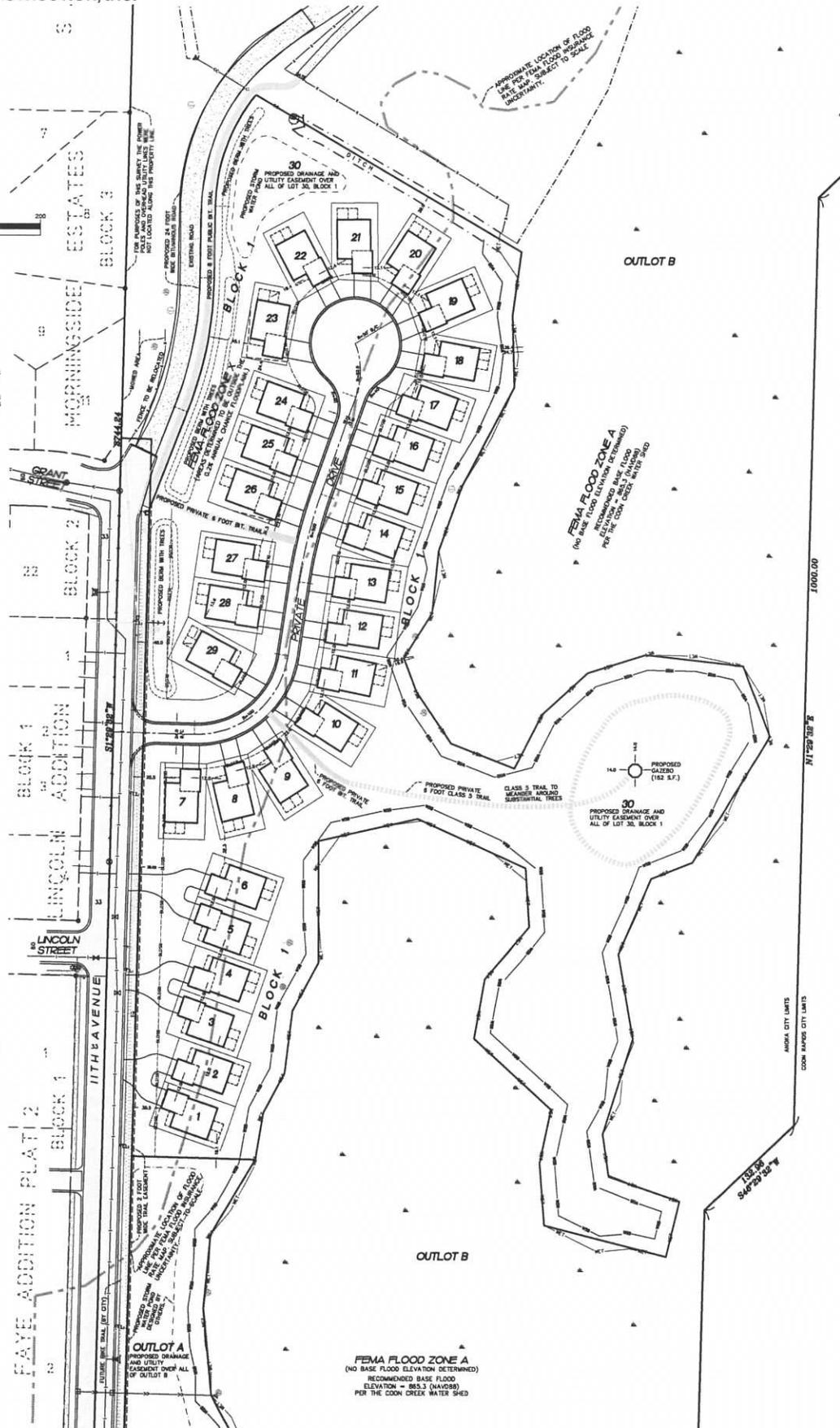
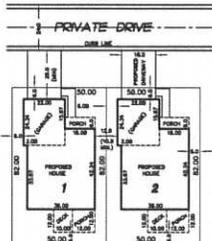
25 FEET - FROM 11TH AVENUE R/W  
 25 FEET - FROM PRIVATE DRIVE CURB  
 10 FEET - MINIMUM BETWEEN BUILDINGS  
 15 FEET - SIDEYARD  
 16.5 FOOT - WETLAND BUFFER

## LEGEND

- DENOTES CATCH BASIN
- DENOTES CURB PRECAST
- DENOTES ELECTRICAL BOX
- DENOTES FIBER OPTIC BOX
- DENOTES GUY WIRE
- DENOTES HYDRANT
- DENOTES POWER POLE
- DENOTES SANITARY SEWER MANHOLE
- DENOTES STORM SEWER MANHOLE
- DENOTES STORM SEWER MANHOLE
- DENOTES TELEPHONE PRECAST
- DENOTES WATER VALVE
- DENOTES WET LAND
- DENOTES FENCE
- DENOTES TREE LINE
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES OVERHEAD WIRE
- DENOTES UNDERGROUND ELECTRIC LINE
- DENOTES UNDERGROUND GAS LINE
- DENOTES UNDERGROUND CABLE LINE
- DENOTES UNDERGROUND TELEPHONE LINE
- DENOTES UNDERGROUND FIBER OPTIC LINE
- DENOTES BUILDING SETBACK LINE
- DENOTES WETLAND SETBACK LINE
- DENOTES EDGE OF WETLAND AS DELINEATED AND LOCATED BY HANANSON ANDERSON AND LOCATED BY E.G. RUD & SONS, INC.
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES GRAVEL SURFACE

## LOT DETAIL

SCALE 1"=30'



## NOTE

- Proposed Private Drive is 581.41 feet long from centerline intersections of 11th Avenue to the center of the cul-de-sac.
- Lots 13, 14 and 15 not to be built upon until the call lower is removed.
- Call lower to be removed or utilities servicing the call lower to be relocated prior to construction.
- For additional information and notes see Preliminary Plat on Sheet 55.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

**PRELIMINARY**

JAMES E. NAPIER  
 Date: \_\_\_\_\_ License No. 25343

DRAWN BY: JEN	JOB NO. 18812PP	DATE: 10/27/18
CHECK BY: JEN	SCANNED	
1		
2		
3		
NO. DATE		DESCRIPTION

# COUNCIL MEMO FORM

9.3

Meeting Date	November 7, 2016
Agenda Section	Ordinances and Resolutions
Item Description	ORD/ An Ordinance to Exchange Real Property Between the City of Anoka and AD Center LLC (1 <sup>st</sup> Reading) RES/Development Agreement Between the City of Anoka and AD Center LLC
Submitted By	Doug Borglund, Deputy Community Development Director

## **BACKGROUND INFORMATION:**

The City and AD Center LLC have caused properties to be re-platted, resulting in a new plat to be known as Green Haven Parkway Addition. The Green Haven Parkway Addition plat calls for the establishment of a new roadway to be known as Green Haven Parkway. To accommodate the creation of Green Haven Parkway and allow for the expansion of the AD Center LLC's building located within the Green Haven Parkway Addition, the City and Company shall be exchanging portions of their respective properties with one-another, as identified in the Development Agreement or Exhibit A.

AD Center LLC is proposing to construct a 61,000 square foot addition for its tenant Vista Outdoors Inc. The Preliminary Plat, Final Plat and Site Plan were approved by the City Council on June 20, 2016.

A Development Agreement is accompanied with the approvals to guarantee various things to happen related to the project and to document the exchanges of real estate. Much of the agreement is standard language that is used for most Development Agreements that are approved. However, there are several things to highlight in this agreement as follows:

- 1.) Construction and Completion Dates – Key dates that must be met by the developer.
- 2.) The exchange of property to allow the proposed building expansion and the City to obtain right-of-way and an Outlot A necessary to construct Green Haven Parkway.
- 3.) Temporary right-of-entry and construction easement are defined for both parties.
- 4.) Street and water assessment costs and payment are identified.
- 5.) Access and curb cuts are define including a future access location.
- 6.) Site removal is defined related to infrastructure that we be required to be removed post the land exchange.
- 7.) Right-of-entry Agreement for City Plow Trucks is identified to allow turning around.
- 8.) Defines temporary and permanent storm water treatment and long term maintenance.

City staff with assistance from the City Attorney has worked with the developer closely to develop this document. The resolution that is enclosed states that approval of the development agreement/property exchange document is contingent upon final review and approval by the City Attorney. Once approved by all parties the development agreement and property exchange will be executed.

## **FINANCIAL IMPACT:**

No financial impact.

**COUNCIL REQUESTED ACTION:**

Motion to hold the 1<sup>st</sup> reading introducing an Ordinance Approving a Property Exchange between the City of Anoka and AD Center LLC.

Motion to approve a Resolution Approving the Development Agreement Between the City of Anoka and AD Center LLC.



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

**CITY OF ANOKA, MINNESOTA  
ORDINANCE**

**ORD-2016-XXXX**

**AN ORDINANCE TO EXCHANGE REAL PROPERTY  
BETWEEN THE CITY OF ANOKA AND AD CENTER LLC.**

**SECTION 1:**

**WHEREAS**, the City of Anoka (City) owns real property identified in Exhibit A; and

**WHEREAS**, the AD Center LLC (Company) owns real property identified in Exhibit A; and

**WHEREAS**, the City and Company have caused the aforementioned properties to be re-platted, resulting in a new plat to be known as Green Haven Parkway Addition as depicted on Exhibit A;

**WHEREAS**, the Green Haven Parkway Addition plat calls for the establishment of a new roadway to be known as Green Haven Parkway;

**WHEREAS**, to accommodate the creation of Green Haven Parkway and allow for the expansion of the Company's building located within the Green Haven Parkway Addition, the City and Company shall be exchanging portions of their respective properties with one-another, as identified in the Development Agreement or Exhibit A.

**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 exchange real property owned by the City of Anoka with AD Center LLC pursuant to the terms of the attached Development Agreement or Exhibit A.

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

1. The City Council hereby approves the exchange of said real property pursuant to the attached Development 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 property exchange.

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

ATTEST:

\_\_\_\_\_  
Phil Rice, Mayor

Introduced: \_\_\_\_\_

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_

Effective: \_\_\_\_\_

\_\_\_\_\_  
Amy T. Oehlers, City Clerk

Rice

Anderson

Freeburg

Schmidt

Weaver

Aye

Nay

Abstain

Absent

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



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

**CITY OF ANOKA, MINNESOTA  
RESOLUTION**

**RES-2016-XX**

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF ANOKA AND AD CENTER, LLC.**

**WHEREAS**, the City of Anoka and AD Center LLC are both owners of real property located within the legally described plat known as Green Haven Parkway.

**WHEREAS**, the City is interested in the expansion and development of this property; and

**WHEREAS**, AD Center, LLC. (the "Company") desires to construct a 61,000 square foot addition on this site for its tenant Vista Outdoors Inc.; and

**WHEREAS**, the City has approved the Site Plan, Preliminary Plat, and Final Plat to allow for the construction of a 61,000 square foot building expansion and related site improvements and a land exchange to occur between the City and the developer;

**WHEREAS**, the City Council has determined that it would be in the best interest of the City to enter into the Development Agreement attached hereto;

**NOW, THEREFORE, BE IT RESOLVED**, that the Anoka City Council hereby approves the Development Agreement, hereto attached contingent upon final review and approval by the City Attorney.

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk are hereby authorized and directed to sign and execute a Development Agreement in a form substantially similar to the Development Agreement attached to this Resolution.

Adopted by the Anoka City Council this 5<sup>th</sup> day of November 7, 2016.

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Amy T. Oehlers, City Clerk

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Phil Rice, Mayor

**DEVELOPMENT AND PROPERTY EXCHANGE AGREEMENT**

**THIS AGREEMENT**, made on \_\_\_\_\_, 2016, by and between The City of Anoka (the "City"), a municipal corporation under the laws of Minnesota, and AD Center LLC, a Minnesota limited liability company (the "Company") with its principal office at c/o Exchange Realty, Inc. 33 South 6<sup>th</sup> Street Suite 4135, Minneapolis, Minnesota 55402. Vista Outdoor, Inc. (the "Tenant"), with its principal office at One Vista Way, Anoka, Minnesota 55303, joins in this Agreement to acknowledge same and not as a party hereto.

**WITNESSETH:**

**WHEREAS**, the City currently owns certain parcels of land adjacent to the Development Property as shown on **Exhibit A** attached hereto; and

**WHEREAS**, the Company owns the Development Property and as part of a subdivision plan, will convey a portion of said property to the City; and

**WHEREAS**, the Company desires to lease the Development Property to the Tenant; and

**WHEREAS**, the Tenant desires to lease the Development Property from the Company to have the Company expand the existing building as shown on **Exhibit A** attached hereto; and

**WHEREAS**, in order to allow for the Tenant's proposed expansion of the building, the Company desires to exchange with the City portions of the Development Property designated on **Exhibit A** and re-plat the Development Property to allow for the proposed 61,000 square foot building expansion and related site improvements; and

**WHEREAS**, the City believes that the expansion/renovation of an office, manufacturing, and warehouse facility and related site preparation and utility installation, within the project area by the Company pursuant to this Agreement and fulfillment generally of this Agreement is in the best interests of the City and the health, safety, morals and welfare of its residents; and

**WHEREAS**, the City desires to accommodate the Tenant's proposed use of the Development Property and the building expansion for Tenant's benefit, while obtaining appropriate public right-of-way and easements through a land exchange serving the Development Property and also serving as a connector and collector street within the City to be known as Green Haven Parkway; and

**WHEREAS**, the City desires to accommodate the proposed building expansion, while maintaining a storm water ponding facility serving the Development Property and a connector and collector street to be constructed within the Development Property as shown in **Exhibit C** attached hereto and to be known as Green Haven Parkway; and

**WHEREAS**, the Company will deed Outlot A, as shown in **Exhibit B** attached hereto, to the City, at the time of re-platting the Development Property, to be used for public drainage and utility purposes, including storm water management; and

**WHEREAS**, the Company shall re-plat a portion of the Development Property as Green Haven Parkway Addition; and

**WHEREAS**, the Company has received approval from the City Council for the proposed plat of land within the corporate limits of the City of Anoka; and

**WHEREAS**, the City and Company are each aware of their rights and the benefits to be received by each Party through the course of this Development Agreement, and each Party is choosing to enter into this Development Agreement of their own volition; and

**WHEREAS**, the City and the Company have entered into this Development Agreement to document their respective rights and responsibilities with respect to the construction of Minimum Improvements.

**NOW THEREFORE**, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

## **ARTICLE I**

### **Definitions**

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Development Agreement, as the same may be from time to time modified, amended or supplemented by mutual written agreement of the City and the Company.

"Articles and Sections" mentioned by number only are the respective Articles and Sections of this Agreement so numbered.

"Authority" means the City of Anoka, Minnesota.

"Building Inspector" means the building inspector of Anoka, Minnesota.

"City" means the City of Anoka, Minnesota.

"Company" means AD Center L.L.C., a Minnesota limited liability company, or its successors or assigns under this Agreement.

"Construction Plans" means the plans, specifications, drawings and related documents prepared by registered architects or engineers for all construction work to be performed by the Company on the Development Property, including all on-site improvements to be performed, installed or constructed upon the Development Property, pursuant to this Agreement. Such plans shall, at a minimum, include the level of detail required for issuance of building permits by the City.

"Council" means the City Council of Anoka, Minnesota.

“Current City Parcel” means Outlot C and Outlot E, Eniva Addition, Anoka County, Minnesota.

"Development Costs" means at least \$3.1 Million attributable to the "hard" costs for construction of the Minimum Improvements, demolition and site work, and the normal and customary "soft" costs (such as architectural and engineering fees, financing fees, construction management fees, and purchase price of fixtures and equipment).

"Development Property" means the real property in Anoka County, Minnesota, described as set forth in **Exhibit B** attached hereto, located in Anoka County, Minnesota, or as modified by property exchange and re-platting.

"Environmental Assessment Worksheet" means the Environmental Assessment Worksheet, if any, prepared pursuant to Minnesota Statutes Section 116D.04 for the proposed improvements to the Development Property.

"Event of Default" means an action by the Company listed in Section 7.1 of this Agreement.

“Exchange Area” means all of Lot 1, Block 2, along with portions of Lots 1 and 2, Block 1, Eniva Addition, Anoka County, Minnesota. The properties to be exchanged between the Parties are depicted in Exhibit J attached hereto.

"Improved Parcel" means the Development Property and the completed Minimum Improvements.

"Improvement Project" means the construction and operation of the Minimum Improvements by the Company on the Development Property pursuant to the terms of this Agreement.

"Minimum Improvements" means the expansion/renovation of an office, manufacturing, and warehouse facility adding approximately 61,000 square foot in building area undertaken by the Company upon the Development Property, and related site preparation and utility installation pursuant to this Agreement as mutually agreed by the parties.

"Minnesota Environmental Rights Act" means the statutes located at Minnesota Statutes Sections 116B.01 et seq., as amended.

"Party" means either the Company or the City.

"Parties" means the Company and the City.

“Permanent Public Street” means a realigned street generally consistent with that illustrated on **Exhibit B** as Green Haven Parkway.

"State" means the State of Minnesota.

"Tenant" means Vista Outdoor, Inc., or its successors or assigns under this Agreement.

"Unavoidable Delays" means delays, outside of the control of the Party claiming its occurrence, which are the direct result of strikes, other labor troubles, material shortages, unusually severe or prolonged bad weather, Acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays, or any other similar causes.

## ARTICLE II

### Representations and Warranties

Section 2.1. Representations and Warranties by the City. The City represents and warrants that:

(a) The City has the power under the laws of the State of Minnesota to enter into this Agreement and carry out its obligations hereunder.

(b) The City has examined this Agreement, and has determined that its terms and provisions are in the best interests of the City and the health, safety, morals and welfare of its residents.

(c) The City has not received any notice from local, state or federal officials that the activities of the Company or the City with respect to the Development Property, Exchange Area or Current City Parcel may or will be in violation of any environmental law or regulation. The City is not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state or federal environmental law, regulation or review procedure, and the City is not aware of any violation of any local, state or federal law, regulation or review procedure which would give any person a valid claim under any state or federal environmental statute.

(d) Thurston Avenue abuts the west line of the Development Property and Garfield Street abuts the east line of the Development Property and includes water and sanitary sewer lines to serve the Development Property.

(e) There are no claims, actions, suits or other proceedings outstanding to which the City is a party, resolution of which would have a materially adverse effect on the Development Property, the Minimum Improvements, or the transactions contemplated by this Agreement.

(f) Building Expansion. By this agreement, the City confirms that the Company and/or Tenant may expand the existing building by up to an additional 61,000 sq. ft. generally in the expansion area shown on **Exhibit A** attached hereto, subject to all typical and necessary site development approvals.

(g) Temporary Right of Entry and Easement to Company. The City will grant to the Company a temporary right of entry and easement in form and substance mutually acceptable to the City, Tenant and the Company, in their respective reasonable discretions, and in substantial conformity with the Temporary Right of Entry and Easement Agreement attached hereto as **Exhibit F**, for the temporary use of the existing loop road over those portions of property within or adjacent to the Development Property owned by the City as shown on **Exhibit A** attached hereto, until the construction and opening of Green Haven Parkway. The City will have no obligation to pave, improve or maintain such existing road. Said temporary right of entry and easement shall terminate upon the construction and opening of Green Haven Parkway. If necessary, the City will work with the Company and Tenant to provide temporary access from Garfield Street during construction of the Minimum Improvements. Additionally, Tenant may erect temporary directional signs on the existing loop road during construction of the Minimum Improvements. Said signs must be removed upon commencement of the Green Haven parkway construction.

Section 2.2. Representations and Warranties by the Company. The Company represents and warrants that:

(a) The Company is a Minnesota limited liability company duly organized and in good standing under the laws of the State of Minnesota; is not in violation of any provisions of its Certificate of Organization or Operating Agreement, or the laws of the State of Minnesota; has power to enter into this Agreement and to perform its obligations hereunder and has duly authorized the execution, delivery, and performance of this Agreement by a proper corporate action.

(b) The Minimum Improvements will be constructed at a cost of at least \$3.1 Million. Development Costs shall be evidenced by "as-built" plans and specifications, as required by and approved by the City Building Inspector, and a sworn construction statement containing all information reasonably required by the City to confirm the actual development costs. "Soft" costs shall not exceed normal industry standards. This provision does not constitute an "Assessment Agreement" under Minnesota Statutes Section 469.177, Subd. 8, and is not intended to establish a minimum or maximum market value of the Improved Parcel.

(c) The Company has received no notice or communication from any local, state or federal official that the activities of the Company may be or will be in violation of any environmental law or regulation (other than those notices or communications of which the City has been notified). The Company is aware of no violation of any local, state or federal environmental law, regulation or review procedure, nor of any facts which would give any person a valid claim under the Minnesota Environmental Rights Act.

(d) The Company will use its best efforts to construct the Minimum Improvements in accordance with all local, state or federal energy-conservation laws or regulations.

(e) The Company will obtain, in a timely manner, all required permits, licenses and approvals, and meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

(f) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented or limited by, or in conflict with or will result in a breach of, the terms, conditions or provisions of any corporate restriction of the Company, or any evidence of indebtedness, agreement or instrument of whatever nature to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing.

(g) Temporary Right of Entry and Easement to City. The Company will grant to the City a temporary right of entry and easement in form and substance mutually acceptable to the Company, Tenant and the City, in their respective reasonable discretions, and in substantial conformity with the Temporary Right of Entry and Easement Agreement attached hereto as **Exhibit F**, for the temporary use of the existing loop road shown on **Exhibit A** attached hereto, by the City and its employees and contractors and others directly associated with the City (collectively, the “City Related Parties”) until the construction and opening of Green Haven Parkway. The Company and Tenant will have no obligation to pave, improve or maintain such existing road. The Company and Tenant shall have the right, but not any obligation, to prohibit use of the existing loop road by members of the public or other parties other than the City Related Parties. Said right of way agreement shall terminate upon the construction and opening of Green Haven Parkway.

(h) Establishment of Permanent Public Street. The Company will re-plat the Development Property, Exchange Area and Current City Parcel and provide for a Permanent Public Street to be known as Green Haven Parkway, to be located on the Exchange Area and identified in the re-plat, and as identified on **Exhibit B** attached hereto.

### ARTICLE III

#### Undertakings of the City

Section 3.1. Source of Funds to Construct Road. The choice of mechanism by which the City will obtain funds to construct Green Haven Parkway shall be at the City's sole discretion and in any manner authorized by law, including, but not limited to assessments, sale of bonds (tax increment or other) or direct application of tax increment proceeds.

Section 3.2 Construction of Permanent Public Street. The City will initiate construction of the Permanent Public Street to be known as Green Haven Parkway and fund the project from a variety of sources including, but not limited to, assessments to adjacent benefitting properties. The City may also seek Federal and/or State highway funds for this construction. The City recognizes that the Green Haven Parkway will serve as a collector road and any assessments to adjacent properties will be limited to costs associated with a city street, not the full cost of a collector road. The City may assess properties adjacent to the collector road for its construction at the rates for a city street.

Section 3.3. Street Assessments. The City will assess the Company for the construction of Green Haven Parkway in the amount of One Hundred Sixty-Eight Thousand One Hundred Fifty Six and 00/100 Dollars (\$168,156). The Company, by signing this agreement, waives all rights under the law to challenge said special assessment, which shall either be paid in full by the Company prior to the issuance of a building permit by the City for the Development Property, or paid over a ten (10) year span, to include five percent (5%) interest, pursuant to an Assessment Agreement to be entered into between the parties and in conformance with the amortization schedule attached hereto as **Exhibit I**.

Section 3.4 Water Assessments. The City will assess the Company for water services for the Development Property in the amount of Forty-Seven Thousand Five Hundred and 00/100 Dollars (\$47,500), which includes the Company being 100% responsible for the water service and hydrant, and 50% responsible for the water main relocation around the storm water pond to be constructed on Outlot A. The Company, by signing this agreement, waives all rights under the law to challenge said assessment, which shall be paid in full by the Company prior to the issuance of a building permit by the City for the Development Property, or paid over a ten (10) year span, to include five percent (5%) interest, pursuant to an Assessment Agreement to be entered into between the parties and in conformance with the amortization schedule attached hereto as **Exhibit I**.

Section 3.5 Access and Curb Cuts. The Company shall be allowed two (2) curb cuts in Green Haven Parkway to provide ingress and egress to the Development Property, as shown on the approved plan attached hereto as **Exhibit E**.

Additionally, the Company has the right to locate one (1) additional curb cut in Green Haven Parkway at a location and upon specifications to be approved by the City. The Company shall be responsible for all costs associated with said future curb cut as shown on **Exhibit E**.

Section 3.6. Future Signalization of Green Haven Parkway and Thurston Avenue. The future construction of a signalized intersection on Thurston Avenue at its point of connection with the Permanent Public Street will not be assessed to the Development Property.

## ARTICLE IV

### Undertakings of the Company

Section 4.1 Approvals and Permits. The Company shall be responsible for securing all necessary approvals and permits from all appropriate Federal, State, Regional and Local

jurisdictions, if any, prior to the commencement of site grading and prior to the construction of the Minimum Improvements.

Section 4.2. Establishment of Permanent Public Street. The Company will re-plat the Development Property, Exchange Area and Current City Parcels to provide for a Dedicated Permanent Public Street Right-of-Way to be known as Green Haven Parkway, meeting City specifications and to be located on the Exchange Area and identified in the re-plat, and as identified on **Exhibit B** attached hereto. The parties will work together to ensure connection of Green Haven Parkway to Thurston Avenue via an easement across the Development Property if needed.

Section 4.3. Outlot A. The Company agrees to deed Outlot A, as shown in **Exhibit B** attached hereto, to the City, to be used for public drainage and utility purposes, including storm water management.

Section 4.4. Construction of Minimum Improvements. Upon the exchange of property between the Company and the City, pursuant to the terms of this Agreement, the Company will construct the Minimum Site Improvements in accordance with the approved Construction Plans and at all times during the term of this Agreement will operate and maintain, preserve and keep the Minimum Site Improvements in good repair and condition. Notwithstanding the foregoing, the Parties agree that the Company shall install and pave the east parking lot area within sixty (60) days after completion of Green Haven Parkway.

Section 4.5. Sewer, Water, and Storm Sewer Utilities. The Company shall install and maintain, at its expense, all sewer, water and storm sewer utilities on the Development Property in conformance with the Construction Plans.

Section 4.6. Utilities. The Company shall arrange for all gas, telephone, cable television (if available) and electric utilities to be installed to serve the Development Property. The Company understands and agrees that it shall be required to enter into a separate agreement with Anoka Municipal Utility relative to the delivery of electrical services.

Section 4.7. Construction Plans.

(a) The City's willingness to enter into this Agreement with the Company is predicated upon and subject to the Company's agreement that it will construct the Minimum Improvements in accordance with Construction Plans that Company shall provide to the City for its review and approval prior to commencement of construction. The Construction Plans shall provide for the construction of Minimum Improvements and shall be in conformity with this Agreement, and all applicable state and local laws and regulations. The City shall approve the Construction Plans in writing if: (1) the Construction Plans conform to the terms and conditions of this Agreement; (2) the Construction Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations; (3) the Construction Plans are adequate to provide for the construction of the Minimum Improvements; and (4) no Event of Default has occurred. If the City rejects the Construction Plans in whole or in part, which rejection shall be by a written statement from the City specifying the respects in which the Construction Plans

submitted by the Developer fail to conform to the requirements of this Section 4.7, then the Company shall submit new or corrected Construction Plans within thirty (30) days after receipt by the Company of such written statement.

The provisions of this Section 4.7 relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City. Approval of the Construction Plans by the City shall not relieve the Company of any obligation to comply with the terms and provisions of this Agreement or the provisions of applicable federal, state and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default. The Construction Plans shall be deemed approved by the City unless rejected in writing within thirty (30) days after receipt from the Company by the City with a statement of the City's reasons for such rejection.

(b) If the Company desires to make any material change in the Construction Plans after their approval by the City, the Company shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section 4.7 with respect to such previously approved Construction Plans, the City shall approve the proposed change. Such change in the Construction Plans shall be deemed approved by the City unless rejected in writing within ten (10) days after receipt from the Company by the City with a statement of the City's reasons for such rejection.

Section 4.8 Temporary Storm Water Management. The Company shall be responsible for establishing and maintaining, at its expense, a storm water holding pond on Outlot A as shown in **Exhibit C** attached hereto. The City shall grant the Company a right-of-entry to Outlot A in order to establish the storm water holding pond. If expansion of the storm water holding pond becomes necessary due to the construction of Green Haven Parkway, the City shall be responsible for the costs associated with said expansion and, after expansion, shall assume maintenance responsibilities for said storm water holding pond.

Section 4.9. Right of Entry and Easement Agreement for City Plow Trucks. The Company shall enter into a right-of-entry and easement agreement with the City, in substantial conformity with **Exhibit G** attached hereto, granting the City the right to enter upon the Development Property off of West Garfield Street for the purposes of a turn-around for City snow plow vehicles.

Section 4.10. Soil Erosion Control. The Company shall control soil erosion ensuring:

(a) All development shall conform to the natural limitations presented by the topography and soil of the subdivision in order to create the best potential for preventing soil erosion. The Company shall submit an erosion control plan as part of the grading and drainage plan, detailing all erosion control measures to be implemented during construction. Said plan shall be approved by the City prior to the commencement of site grading or construction. The Company shall also submit a copy of their Storm Water Pollution Prevention Plan (SWPPP) to the City prior to commencement of site grading or construction.

(b) Erosion and siltation control measures shall be coordinated with the different stages of development. Appropriate control measures, as required by the City, shall be installed prior to development when necessary to control erosion.

(c) The City may impose additional erosion control requirements if, in the opinion of the City Engineer, they would be beneficial. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. If the Company does not comply with the erosion control plan and schedule or any supplementary instructions, the City may, with reasonable notice, take action as it deems appropriate.

Section 4.11. Guarantee of Performance. The Company will fully and faithfully comply with all of the terms and conditions of any and all contracts entered into for the installation and construction of all site improvements herein, and as set forth in **Exhibit H** attached hereto, and hereby guarantees the workmanship and materials for a period of one year following the City's final acceptance of these improvements. Concurrently with the issuance by the City of a building permit for the Minimum Improvements, the Company shall have established a cash escrow account or letter of credit, based on 125% of the total estimated costs of completing the site improvements. The Company shall grant the City an interest in said cash escrow account or letter of credit for the use and benefit of the City to guarantee and assure performance by the Company of all terms and conditions of this Section 4.11 and in accordance with the ordinances and specifications of the City. The City reserves the right to draw, in whole or in part, on any portion of the cash escrow account or letter of credit for the purpose of guaranteeing the terms and conditions of this Section 4.11.

Section 4.12. Commencement and Completion of Construction. Subject to Unavoidable Delays, and contingent upon Company establishing the cash escrow account or letter of credit, the Company will commence construction of the Minimum Improvements by November 30, 2016, which, with the exception of the parking lot as addressed in Section 4.4 above, shall be completed by May 31, 2017. Appropriate extension of time for completion shall be made for time lost as a result of Unavoidable Delays or other factors approved by the City; provided that within twenty (20) days after the occurrence of an Unavoidable Delay, the Company shall have notified the City in writing of such occurrence.

Notwithstanding the aforementioned timeline, the Company shall remove all personal property and private utilities and infrastructure, including but not limited to the existing loop road, pump house (including foundations), concrete around the pump house, and light poles from the Green Haven Parkway right-of-way and Outlot A, as further depicted on **Exhibit D** attached hereto, no later than June 1, 2017.

Until construction of the Minimum Improvements has been completed, the Company shall make reports to the City, in such detail and at such times as may reasonably be requested by the City, as to the actual progress of the Company with respect to construction of the Minimum Improvements. The Company shall allow designated representatives of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction.

Upon completion of the Minimum Improvements, the Company shall submit to the City, for review and approval, an as-built survey of the Development Property.

Section 4.13. Certificate of Completion.

(a) Promptly after completion of the Minimum Improvements in accordance with those provisions of this Agreement relating solely to the obligations of the Company to construct the Minimum Improvements (including the dates for beginning and completion thereof), and upon approval of the Minimum Improvements by the City, the City will furnish the Company with appropriate instruments so certifying (the Certificate of Completion). Such certification by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of the Company and its successors and assigns, to construct the Minimum Improvements and the dates for the beginning and completion thereof. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the City to any Holder of a Mortgage, or any insurer of any Mortgage, securing money loaned to finance the Minimum Improvements, or any part thereof.

(b) If the City shall refuse or fail to provide any certification in accordance with the provisions of this Section 4.13, the City shall, within thirty (30) days after written request by the Company, provide the Company with a written statement, indicating in detail in what respects the Company has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for the Company to take or perform in order to obtain such certification.

(c) The construction of the Minimum Improvements shall be deemed to be completed when such Minimum Improvements are substantially completed. Such Minimum Improvements will be deemed to be substantially completed and accepted by the City when the Minimum Improvements are opened to the public for business and the Company has received a Certificate of Occupancy by the City.

**ARTICLE V**

**Prohibitions Against Assignment and Transfer;**  
**Indemnification**

Section 5.1. Representation as to Redevelopment. The Company recognizes the importance of the Development Property to the general welfare of the community and the substantial financing and other public aids that have been made available to the City for the purpose of making such development possible.

Section 5.2. Prohibition Against Transfer of Property and Assignment of Agreement. For the foregoing reasons, the Company represents and agrees that:

(a) Except only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Company or any successor in interest to the Development Property, or any part thereof, to perform its obligations with respect to making the Minimum Improvements under this Agreement, and any other purpose authorized by this Agreement, the Company (except as so authorized) has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease or any trust or power, or transfer in any other mode of form of or with respect to the Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.

(b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:

(i) Any proposed transferee shall meet the qualifications and financial responsibility in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in the Agreement by the Company.

(ii) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Company under this Agreement and agree to be subject to all the conditions and restrictions to which the Company is subject unless the Company agrees to continue to fulfill those obligations, in which case the preceding provisions of this Section 5.2(b)(ii) shall not apply; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) deprive the City of any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements; it being the intent of the Parties as expressed in this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer or change with respect to ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Development Property and the construction of the Minimum Improvements that the City would have had, had there been no such transfer or change. In the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Company, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

(iii) There shall be submitted to the City for review and prior written approval, all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Development Property governed by this Article V.

Section 5.3. Release and Indemnification Covenants.

(a) The Company releases from and covenants and agrees that the City and the governing body members, officers, agents, servants and employees thereof shall not be liable for, and agrees to indemnify and hold harmless the City, the governing body members, officers, agents, servants and employees thereof, against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

(b) Except for any willful misrepresentation or any negligent, willful or wanton misconduct of the City or the governing body members, officers, agents, servants or employees thereof, (“Indemnified Party”), the Company agrees to protect and defend the Indemnified Party now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Minimum Improvements and provided that such proceeding is based upon the acts of the Company or of others acting on behalf or under the direction or control of the Company.

(c) The Indemnified Party shall not be liable for any damage or injury to the persons or property of the Company, or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements due to any act of negligence of any person, excluding the negligent acts or misconduct of the City, its agents or employees.

(d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

Section 5.4. Approvals. Any approval of a transfer of interest in this Agreement or the Development Property required to be given by the City under this Article V may be denied only in the event that the City reasonably determines that the ability of the Company to perform its obligations under this Agreement, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Minimum Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

## ARTICLE VI

### Insurance and Condemnation

#### Section 6.1. Insurance.

(a) The Company will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(i) Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy. The interest of the City shall be protected in accordance with a clause in form and context satisfactory to the City;

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(iii) Workers' Compensation Insurance, with statutory coverage.

The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and substance satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in this State. The policy of insurance required pursuant to clause (i) above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City and the Company in the event of cancellation of such policy or change affecting the coverage thereunder.

## ARTICLE VII

### Events of Default

Section 7.1. Events of Default Defined. The following shall be "Events of Default" under the Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement, any one or more of the following events:

(a) Failure by the Company to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(b) The Holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, exercises any remedy provided by the

Mortgage documents or exercises any remedy provided by law or equity in the event of a default in any of the terms or conditions of the Mortgage.

Section 7.2. Remedies on Default. Whenever any Event of Default referred to in Section 7.1 of this Agreement occurs, the City, as specified below, may take any one or more of the following actions after provision of ninety (90) days' written notice to the Company by the City of the Event of Default, but only if the Event of Default has not been cured within said ninety (90) days or, if the Event of Default cannot be cured within ninety (90) days, the Company does not provide assurances to the City reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

(a) Withhold the Certificate of Completion.

(b) The City may take whatever action, including legal or administrative action, which may appear necessary or desirable to the City to enforce performance and observance of any obligation, agreement, or covenant of the Company under this Agreement.

Section 7.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. No Additional Waiver Implied by One Waiver. In the event any agreement should be breached by any Party and thereafter waived by any other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

## ARTICLE VIII

### Additional Provisions

Section 8.1. Exchange of Property. Both the Company and City understand the benefits to be realized by the re-platting of the Development Property, the improvements proposed under this Agreement, and the subsequent construction of the new Green Haven Parkway. Both the Company and City have pursued the creation of this Development Agreement fairly, faithfully, and equitably, without intent of harm or injury upon the other. Both the Company and City agree to the re-platting of the Development Property as shown on **Exhibit B**, with no direct financial compensation from either Party to the other for the exchange of property, including land, right-of-way, and/or easements, resulting from the re-platting. The exchange of property contemplated by this Agreement shall be evidenced through the Parties' exchanging of Quit Claim Deeds in substantial conformance with those attached hereto as **Exhibits K and L**.

Section 8.2. Restrictions on Use. The Company agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Company and such successors and assigns shall devote the Development Property to, and only to, and in accordance with, the uses specified in the City Code or in approved variances, for the term of this Agreement.

Section 8.3. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Company, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Company or successor or on any obligations under the terms of this Agreement.

Section 8.4. Incorporation by Reference. All City approved plans, special provisions, proposals, specifications and contracts for the improvements furnished and let pursuant to this Agreement shall be and hereby are made a part of this Agreement by reference as if fully set out herein.

Section 8.5. Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and,

- (a) in the case of the Company is addressed to or delivered personally to Mr. Duane Lund, at c/o Exchange Realty, Inc., 33 South 6<sup>th</sup> Street, Suite 4135, Minneapolis, MN 55402.
- (b) in the case of the Tenant is addressed to or delivered personally to Vista Outdoor, Inc., ATTN: Treasury Department, One Vista Way, Anoka, MN 55303.
- (c) in the case of the City, is addressed to or delivered personally to the City Manager at Anoka City Hall, 2015 First Avenue North, Anoka, Minnesota 55303;

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.7. Validity. If any portion, section, subsection, sentence, clause, paragraph or phrase in this Agreement is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect or void any of the other provisions of this Agreement.

Section 8.8. Clerical Revisions. In the event that any technical or clerical revisions are needed in this document or if for any reason the County Recorder deems this Agreement unrecordable, the Company shall cooperate with the City in the execution or amendment of any revised development agreement.

Section 8.9. Binding Effect. The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Development Property and shall be deemed covenants running with the land.

Section 8.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 8.11. Modification. If the Company is requested by the Holder of a Mortgage or by a prospective Holder of a prospective Mortgage to amend or supplement this Agreement in any manner whatsoever, the City will, in good faith, consider the request with a view to granting the same unless the City, in their reasonable judgment, conclude that such modification is not in the public interest, or will significantly and undesirably weaken the financial security provided to the interests of the City by the terms and provisions of this Agreement. The Company shall execute any amendments to this Agreement or additional documents reasonably required by the City to facilitate the City's financing of its obligations under Article III.

Section 8.12. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

## ARTICLE IX

### Termination of Agreement

Section 9.1. Termination of Agreement. With the exception of those rights and obligations identified herein that survive the termination of this Agreement, this Agreement may only be terminated through the mutual written agreement of the parties indicating that all of the objectives and obligations of this Agreement have either been satisfied or waived.

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

[Signature Pages to Follow]

CITY OF ANOKA

By: \_\_\_\_\_  
Phil Rice, Mayor

By: \_\_\_\_\_  
Amy T. Oehlers, City Clerk

STATE OF MINNESOTA

SS

COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Phil Rice and Amy T. Oehlers, the Mayor and City Clerk of the City of Anoka, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

AD CENTER LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA

SS

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of AD Center L.L.C., a limited liability company under the laws of Minnesota, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

VISTA OUTDOOR, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

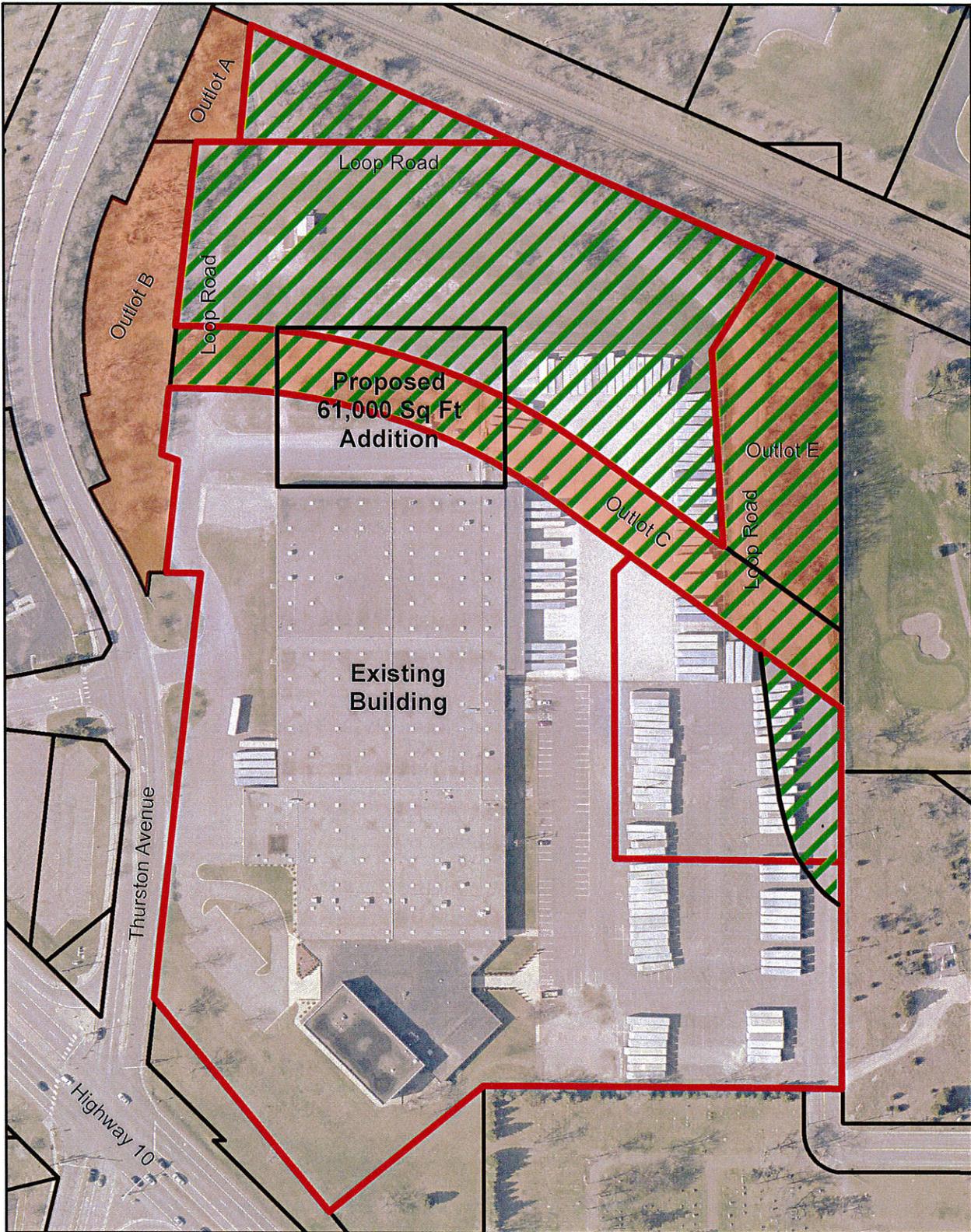
STATE OF MINNESOTA

ss

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ Vista Outdoors, on behalf of the corporation.

\_\_\_\_\_  
Notary Public



-  AD Center, LLC
-  Exchange Area
-  City



# GREEN HAVEN PARKWAY ADDITION

CITY OF ANOKA  
COUNTY OF ANOKA  
SEC. 35, T. 32, R. 25

EXHIBIT B

KNOW ALL PERSONS BY THESE PRESENTS: That AD Center, LLC, a Minnesota limited liability corporation, owner of the following described property:

Tract A, REGISTERED LAND SURVEY NO. 256, Anoka County, Minnesota.

AND

Lot 2, Block 1, and Lot 1, Block 2, all in ENVA ADDITION, said Anoka County, Minnesota.

AND the City of Anoka, a Minnesota Municipal Corporation under the laws of the State of Minnesota, owner of the following described property:

Outlots C and E, ENVA ADDITION, Anoka County, Minnesota.

Have caused the same to be surveyed and platted as GREEN HAVEN PARKWAY ADDITION and do hereby dedicate to the public for public use the parkway and drainage and utility easements as shown on this plat.

In witness whereof said AD Center, LLC, a Minnesota limited liability corporation, has caused these presents to be signed by its proper officer this day of \_\_\_\_\_, 20\_\_.

AD CENTER, LLC

Duane Lund, Manager

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Duane Lund, as Manager of the AD Center, LLC, a Minnesota limited liability corporation, on behalf of the corporation.

Notary Public, \_\_\_\_\_

My commission expires \_\_\_\_\_

Also in witness whereof said City of Anoka, a Minnesota Municipal Corporation under the laws of the State of Minnesota, has caused these presents to be signed by its proper officers this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF ANOKA

Phil Rice, as Mayor

Amy T. Oehlers, as City Clerk

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Phil Rice, as Mayor, and Amy T. Oehlers, as City Clerk, of the City of Anoka, a Minnesota Municipal Corporation under the laws of the State of Minnesota, on behalf of the corporation.

Notary Public, \_\_\_\_\_

My commission expires \_\_\_\_\_

I Charles R. Christopherson do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Charles R. Christopherson, Licensed Land Surveyor  
Minnesota License No. 18420

STATE OF MINNESOTA  
COUNTY OF ANOKA

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Charles R. Christopherson.

Notary Public, Minnesota.

My commission expires \_\_\_\_\_

City Council, City of Anoka, Minnesota

This plat of GREEN HAVEN PARKWAY ADDITION was approved and accepted by the City Council of the City of Anoka, Minnesota at a regular meeting thereof held this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Anoka, Minnesota

By: \_\_\_\_\_, Mayor

By: \_\_\_\_\_, Clerk

Anoka Planning Commission

Be it known that at a meeting held on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the Planning Commission of the City of Anoka, Minnesota, did hereby review and approve this plat of GREEN HAVEN PARKWAY ADDITION.

Planning Commission, City of Anoka, Minnesota

By: \_\_\_\_\_, Chairperson

By: \_\_\_\_\_, Secretary

ANOKA COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Larry D. Hakim,  
Anoka County Surveyor

ANOKA COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfers entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Property Tax Administrator

By: \_\_\_\_\_, Deputy

ANOKA COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

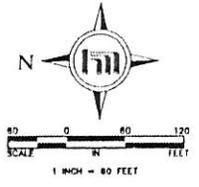
I hereby certify that this plat of GREEN HAVEN PARKWAY ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_ o'clock \_\_\_\_ M. and was duly recorded in Book \_\_\_\_\_ Page \_\_\_\_\_, as Document Number \_\_\_\_\_.

County Recorder/Registrar of Titles

By: \_\_\_\_\_, Deputy

# GREEN HAVEN PARKWAY ADDITION

CITY OF ANOKA  
 COUNTY OF ANOKA  
 SEC. 35, T. 32, R. 25



- (A.M.) denotes Adjusted Cast Iron Monument
- ⊙ denotes Anoka County Cast Iron Monument
- denotes 1/2 inch by 1 1/2 inch iron monument set and marked with Minnesota License No. 10493
- denotes Round Iron Monument

For the purposes of this plat the southerly line of Tract A, REGISTERED LAND SURVEY NO. 258 is assumed to bear N47°24'P.

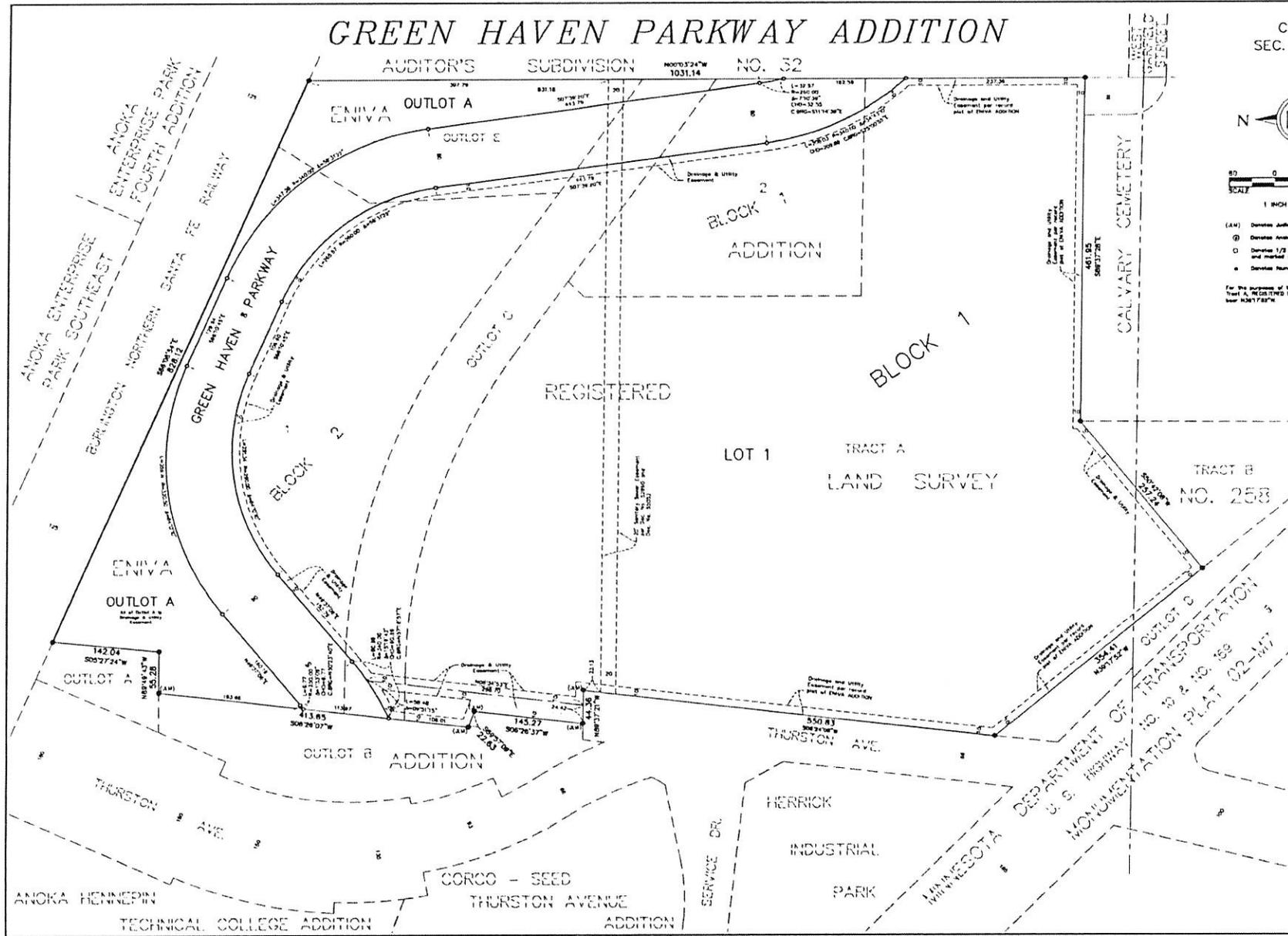
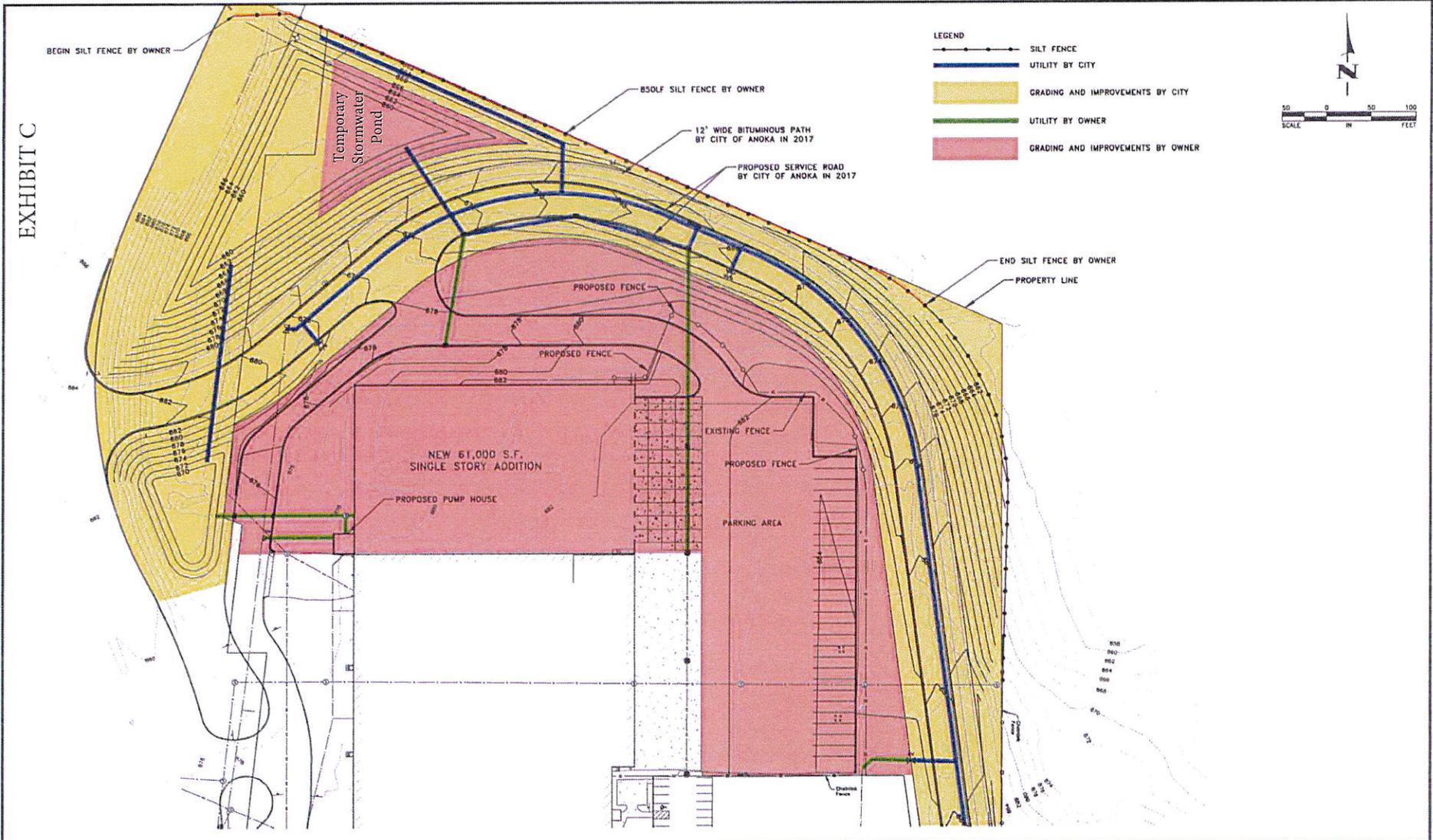


EXHIBIT C



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.

*[Signature]*  
**DATE J. KUMAR, PE**  
 Date 6/17/16 Lic. No. 23481

DESIGNER	CJJ
CHECKER	AMT
DATE	CJJ



**Hakanson Anderson**  
 Civil Engineers and Land Surveyors  
 3801 Thurston Ave., Anoka, Minnesota 55303  
 763-427-5860 FAX 763-427-0520  
 www.hakanson-anderson.com

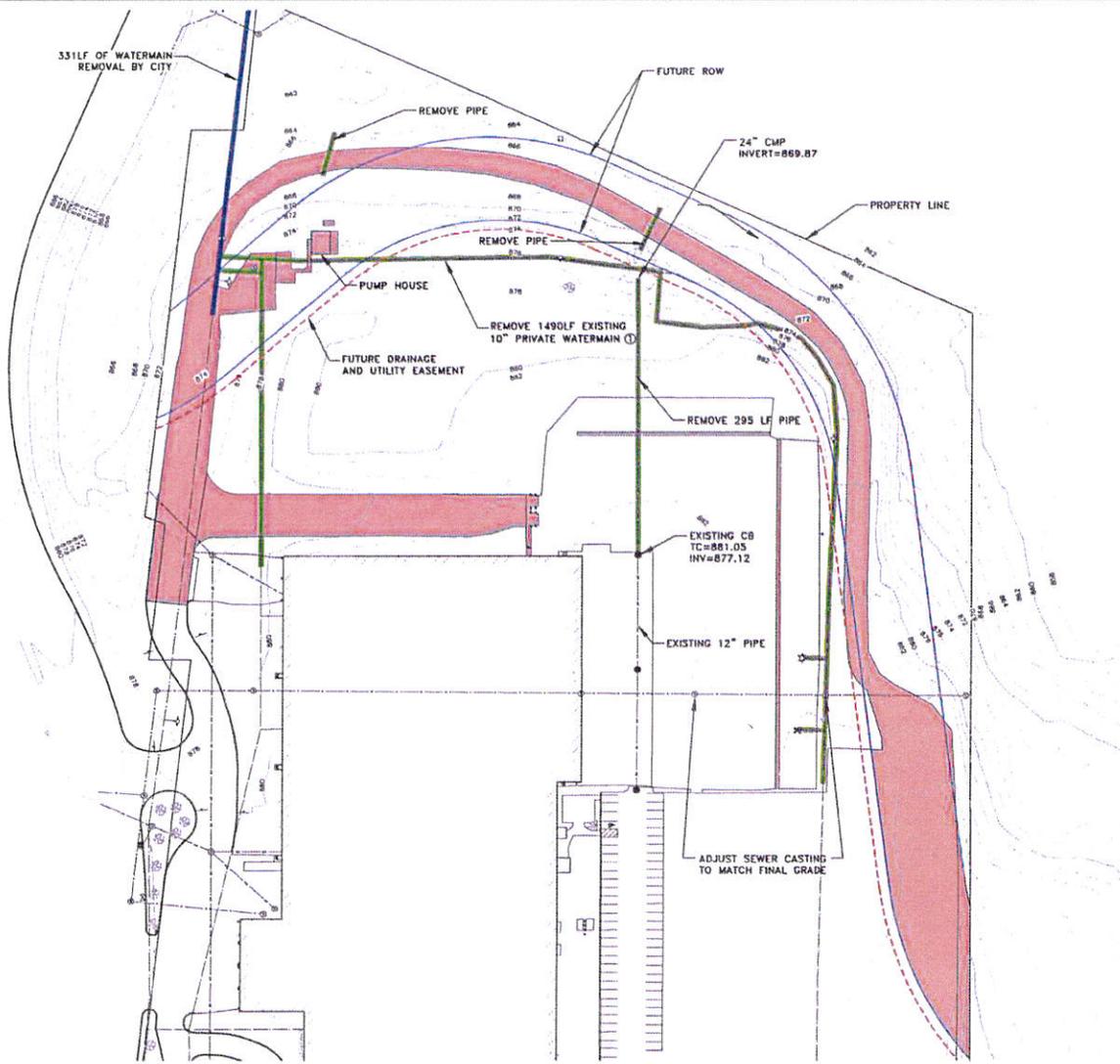
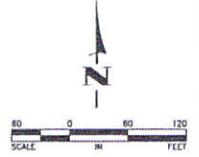
VISTA OUTDOOR BUILDING ADDITION  
 SITE IMPROVEMENTS

EXHIBIT A  
 CONSTRUCTION RESPONSIBILITY  
 CITY OF ANOKA, MINNESOTA

SHEET	1	OF	1
SHEETS			

2575.19

EXHIBIT D



- LEGEND**
- REMOVAL ITEMS BY OWNER
  - REMOVAL ITEMS BY OWNER
  - REMOVAL ITEMS BY CITY

**REFERENCE NOTES:**  
 (1) WATERMAIN THAT IS OUTSIDE THE CITY RIGHT OF WAY AND DRAINAGE AND UTILITY EASEMENT MAY BE ABANDONED INSTEAD OF BEING REMOVED. TO ABANDON PIPE IT SHALL BE FILLED WITH SAND AND THE ENDS CAPPED.

- NOTES:**
1. ALL REMOVALS SHOWN ARE THE RESPONSIBILITY OF THE OWNER WITH THE EXCEPTION OF THE WATERMAIN NOTED IN THE NORTHWEST CORNER.
  2. ALL REMOVALS WITHIN THE CITY'S RIGHT OF WAY AND DRAINAGE AND UTILITY EASEMENT SHALL BE REMOVED ON OR BEFORE MAY 1, 2017.

<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">DATE</th> <th style="width: 10%;">REVISION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	DATE	REVISION									I hereby verify 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.  C. J. JOHNSON, PE Date 6/17/16 Lic. No. 23461	BOOKED BY: C.J.J. DRAWN BY: AMT CHECKED BY: C.J.J.	 <b>Hakanson Anderson</b> Civil Engineers and Land Surveyors 3601 Thurston Ave., Anoka, Minnesota 55303 763-427-5860 FAX 763-427-0520 www.hakanson-anderson.com	VISTA OUTDOOR BUILDING ADDITION SITE IMPROVEMENTS	EXHIBIT B REMOVAL RESPONSIBILITY CITY OF ANOKA, MINNESOTA	SHEET 1 OF 1 SHEETS 2575.19
DATE	REVISION															



## Exhibit F

### TEMPORARY RIGHT OF ENTRY AND EASEMENT AGREEMENT

This Temporary Right of Entry and Easement Agreement (this “**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Anoka, a municipal corporation under the laws of Minnesota (the “**City**”), AD Center LLC, a Minnesota limited liability company (“**Company**”), and Vista Outdoor, Inc. (“**Tenant**”). Hereinafter individual parties may be referred to as “**Party**”, or collectively as “**Parties**.”

#### RECITALS:

The City, Company and Tenant entered into a certain Development Agreement dated \_\_\_\_\_, 2016 with respect to certain property owned by the City and legally described as Outlots C and E, Eniva Addition, Anoka County, Minnesota (the “**City Property**”); and certain property owned by the Company and legally described as Tract A, Registered Land Survey No. 258, Anoka County, Minnesota, and Lot 2, Block 1, and Lot 1, Block 2, all in Eniva Addition, said Anoka County, Minnesota (the “**Company Property**”).

The City and Company have caused the aforementioned properties to be re-platted, resulting in a new plat to be known as Green Haven Parkway Addition as depicted on **Exhibit A** attached hereto and made a part hereof.

The Green Haven Parkway Addition plat calls for the establishment of a new roadway to be known as Green Haven Parkway.

To accommodate the creation of Green Haven Parkway and allow for the expansion of the Company’s building located within the Green Haven parkway Addition, the City and Company shall be exchanging portions of their respective properties with one-another, as identified in the Development Agreement.

Until such time as Green Haven Parkway is established and open for use, the Parties desire to allow each other the use of a currently existing loop road (the “**Loop Road**”) located within the Green Haven Parkway Addition and as depicted in **Exhibit B** attached hereto, which traverses portions of the properties owned by both the City and Company.

This Agreement is being entered into pursuant to the Development Agreement and to memorialize the Parties’ understanding as to their respective rights to use the Loop Road.

NOW, THEREFORE, for and in consideration of matters set forth in the Development Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the City, Company and Tenant hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Agreement for all purposes.

2. Grant of Temporary Right of Entry and Easement To The City. The Company and the Tenant, to the extent any such permission is required of Tenant, hereby grant and dedicate to the City a temporary right-of-entry and easement for the passage of vehicular traffic over and across the Loop Road, to the extent the same lies within the Company Property, by the City and its employees and contractors and others directly associated with the City (collectively, the “**City Related Parties**”) until the construction and opening of Green Haven Parkway.
3. Grant of Temporary Right of Entry and Easement To The Company and Tenant. The City hereby grants and dedicates to the Company and Tenant a temporary right-of-entry and easement for the passage of vehicular traffic over and across the Loop Road, to the extent the same lies within the City Property, by the Company and Tenant, and their employees, contractors and others directly associated with the Company or Tenant, until the construction and opening of Green Haven Parkway.
4. AS-IS, WHERE-IS. The Parties acknowledge and agree that their rights hereunder are to use the Loop Road in its AS-IS, WHERE-IS condition. Nothing in this Agreement shall give any of the Parties the right to expand, modify, pave or improve the Loop Road without the prior written permission of the other Parties. None of the Parties will have any obligation to pave, improve or maintain the Loop Road. Each Party shall be individually responsible for any damage or wear and tear on the Loop Road caused by its use of the Loop Road.
5. Assumption of Risk; Release of Liability. Each Party shall assume all risk and all liability with respect to its use of the Loop Road and shall and hereby does release the other Parties, and their respective partners, shareholders, principals, members, officers, directors, employees and subtenants, past and present, and their respective heirs, successors and assigns from any liability whatsoever with respect to its use of the Loop Road.
6. Not for General Public. This Agreement is not intended to, and shall not, create an easement or any rights in favor of the general public. Company and Tenant shall have the right, but not any obligation, to prohibit use of the Loop Road by members of the general public or other parties other than the City and City Related Parties.
7. Notices: All notices, demands, requests, consents and other communications required or relating to this Agreement shall be effective only if in writing, and shall be delivered by courier, overnight delivery service or similar service providing written confirmation of delivery or refusal of delivery of the same, or shall be mailed United States registered or certified mail, return receipt requested, postage prepaid, to the other respective Parties at their addresses set forth below, or at such other address as such other Party shall designate by notice as provided in this Paragraph. Any such notices, demands, requests, consents and other communications shall be deemed received as of the date of delivery or refusal of delivery. Any official courier or delivery service receipt or U. S. Postal Service delivery receipt shall constitute conclusive proof of such delivery.

If to Company: AD Center LLC  
Exchange Realty, Inc.  
33 South 6<sup>th</sup> Street, Suite 4135  
Minneapolis, MN 55402  
Attn: \_\_\_\_\_

If to Tenant: Vista Outdoor, Inc.  
One Vista Way  
Anoka, MN 55303  
Attn: \_\_\_\_\_

If to the City: City of Anoka  
2015 First Avenue  
Anoka, MN 55303  
Attn: City Manager

8. Severability. If any section, subsection, paragraph, sentence, phrase, or word of this Agreement is held invalid for any reason, the balance of this Agreement will remain in effect and will be read as if the Parties intended at all times not to include the invalid section, subsection, paragraph, sentence, phrase, or word.
9. Counterparts. This Agreement may be executed by the Parties in multiple counterparts, all of which counterparts when taken together shall constitute one agreement.
10. Development Agreement Governs. Any inconsistencies between this Agreement and the Development Agreement shall be resolved in favor of the terms and conditions as set forth in the Development Agreement.

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

[Signature Pages to Follow]

**CITY OF ANOKA**

By: \_\_\_\_\_  
Phil Rice, Mayor

By: \_\_\_\_\_  
Amy T. Oehlers, City Clerk

STATE OF MINNESOTA

SS

COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Phil Rice and Amy T. Oehlers, the Mayor and City Clerk of the City of Anoka, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

**AD CENTER LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA

SS

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of AD Center L.L.C., a limited liability company under the laws of Minnesota, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

**VISTA OUTDOOR, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA

ss

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ Vista Outdoors, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

# GREEN HAVEN PARKWAY ADDITION

CITY OF ANOKA  
COUNTY OF ANOKA  
SEC. 35, T. 32, R. 25

KNOW ALL PERSONS BY THESE PRESENTS: That AD Center, LLC, a Minnesota limited liability corporation, owner of the following described property:

Tract A, REGISTERED LAND SURVEY NO. 258, Anoka County, Minnesota.

AND

Lot 2, Block 1, and Lot 1, Block 2, all in ENYA ADDITION, said Anoka County, Minnesota.

AND the City of Anoka, a Minnesota Municipal Corporation under the laws of the State of Minnesota, owner of the following described property:

Outlots C and E, ENYA ADDITION, Anoka County, Minnesota.

Have caused the same to be surveyed and platted as GREEN HAVEN PARKWAY ADDITION and do hereby dedicate to the public for public use the parkway and drainage and utility easements as shown on this plat.

In witness whereof said AD Center LLC, a Minnesota limited liability corporation, has caused these presents to be signed by its proper officer this day of \_\_\_\_\_, 20\_\_.

AD CENTER, LLC

\_\_\_\_\_  
Duane Lund, Manager

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Duane Lund, as Manager of the AD Center, LLC, a Minnesota limited liability corporation, on behalf of the corporation.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, \_\_\_\_\_

My commission expires \_\_\_\_\_

Also in witness whereof said City of Anoka, a Minnesota Municipal Corporation under the laws of the State of Minnesota, has caused these presents to be signed by its proper officers this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF ANOKA

\_\_\_\_\_  
Phil Rice, as Mayor                      Amy T. Gehlert, as City Clerk

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Phil Rice, as Mayor, and Amy T. Gehlert, as City Clerk, of the City of Anoka, a Minnesota Municipal Corporation under the laws of the State of Minnesota, on behalf of the corporation.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, \_\_\_\_\_

My commission expires \_\_\_\_\_

I Charles R. Christopherson do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 305.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Charles R. Christopherson, Licensed Land Surveyor  
Minnesota License No. 18420

STATE OF MINNESOTA  
COUNTY OF ANOKA

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Charles R. Christopherson.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, Minnesota.

My commission expires \_\_\_\_\_

City Council, City of Anoka, Minnesota

This plot of GREEN HAVEN PARKWAY ADDITION was approved and accepted by the City Council of the City of Anoka, Minnesota at a regular meeting thereof held this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and said plot is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Anoka, Minnesota

By: \_\_\_\_\_, Mayor

By: \_\_\_\_\_, Clerk

Anoka Planning Commission

Be it known that at a meeting held on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the Planning Commission of the City of Anoka, Minnesota, did hereby review and approve this plat of GREEN HAVEN PARKWAY ADDITION.

Planning Commission, City of Anoka, Minnesota

By: \_\_\_\_\_, Chairperson

By: \_\_\_\_\_, Secretary

ANOKA COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Larry D. Holm,  
Anoka County Surveyor

ANOKA COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.32, there are no delinquent taxes and transfer entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Property Tax Administrator

By \_\_\_\_\_, Deputy

ANOKA COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

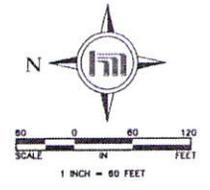
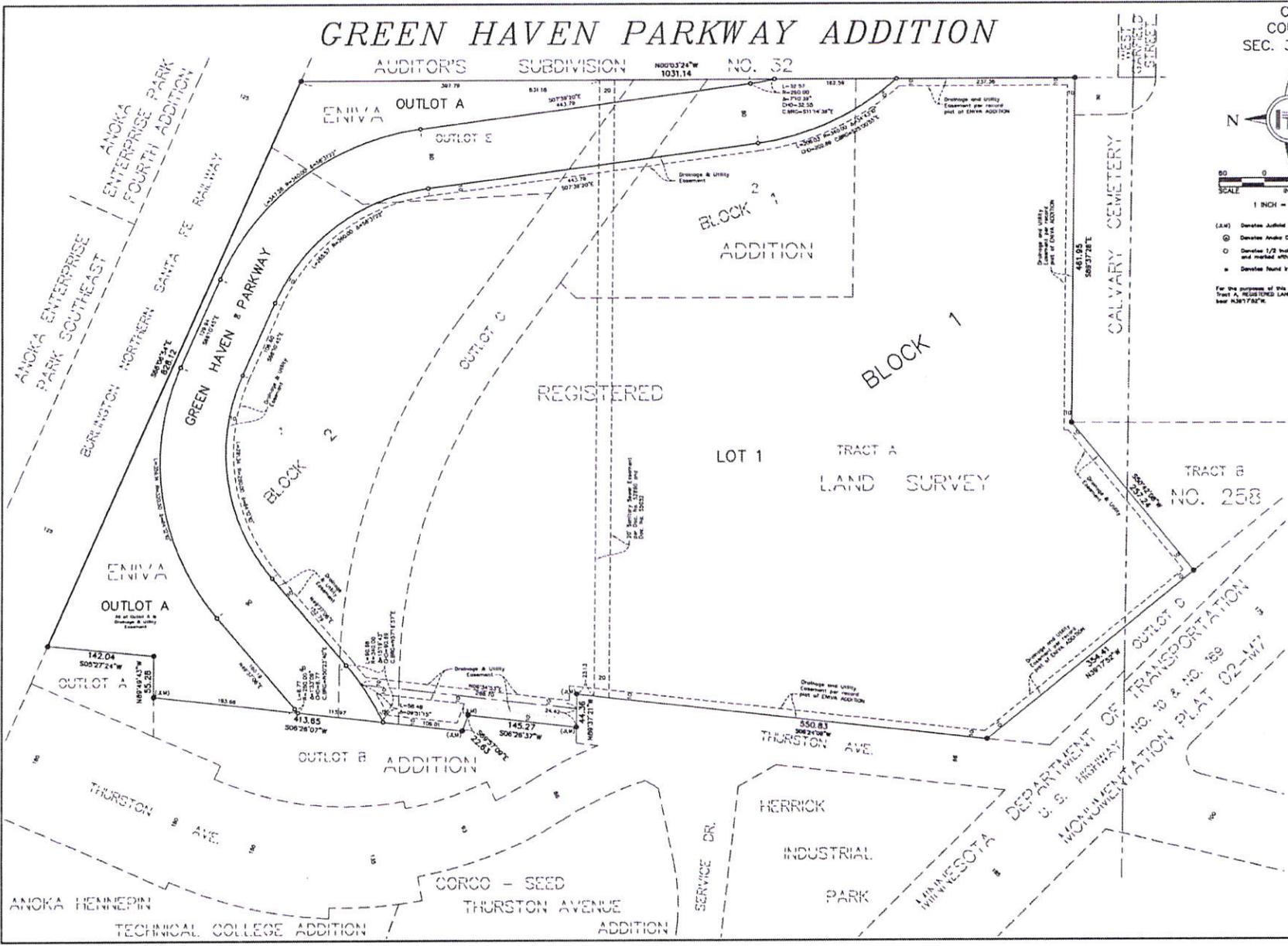
I hereby certify that this plat of GREEN HAVEN PARKWAY ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was duly recorded in Book \_\_\_\_\_ Page \_\_\_\_\_, as Document Number \_\_\_\_\_.

County Recorder/Registrar of Titles

By \_\_\_\_\_, Deputy

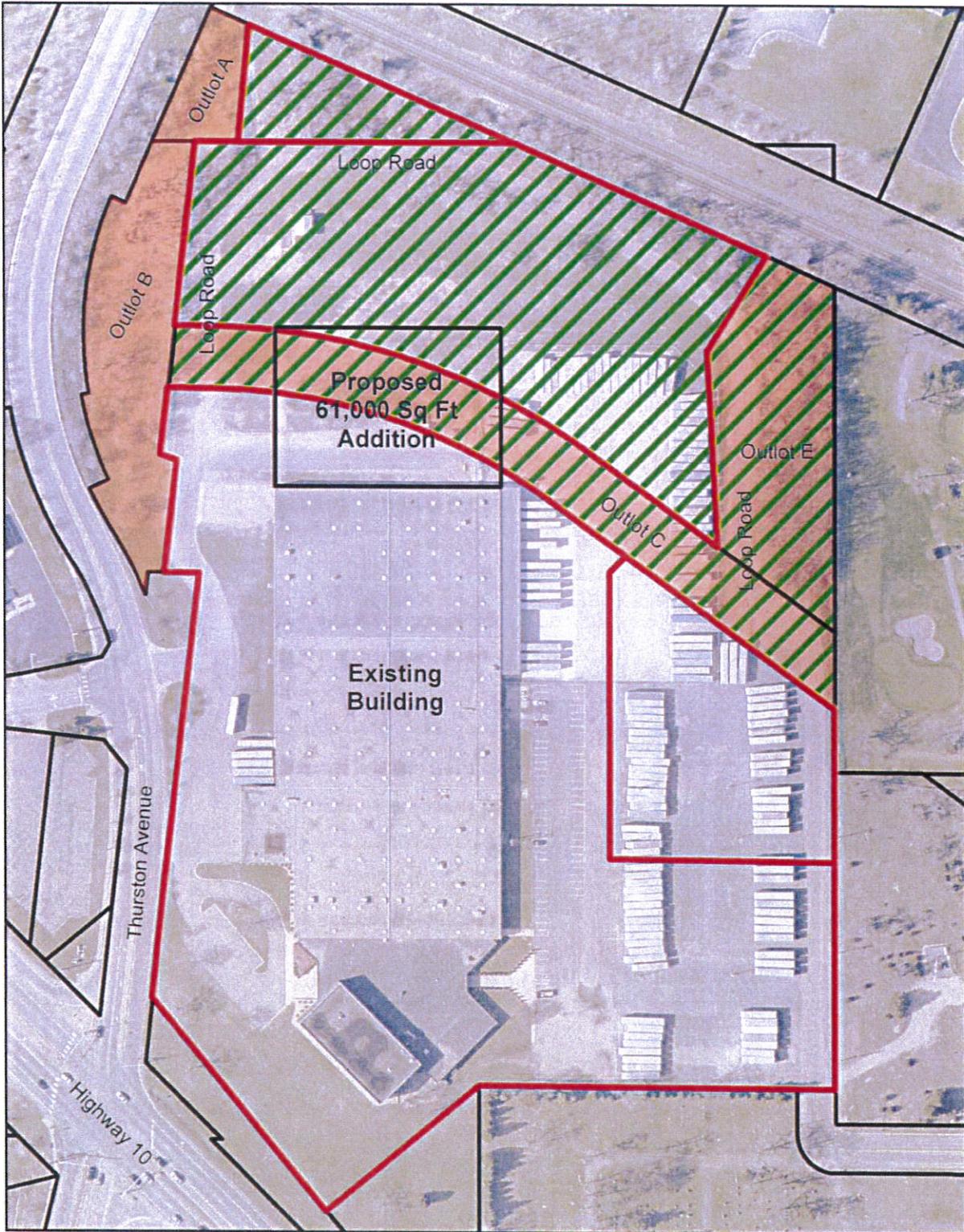
# GREEN HAVEN PARKWAY ADDITION

CITY OF ANOKA  
 COUNTY OF ANOKA  
 SEC. 35, T. 32, R. 25

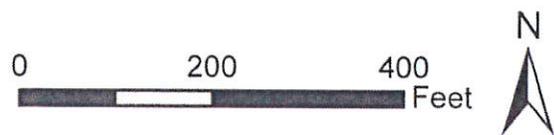


- (L.M.) Denotes Adjusted Cast Iron Monument
- (C) Denotes Anoka County Cast Iron Monument
- (O) Denotes 1/2 Inch by 14 Inch Iron Monument set and marked with Minnesota License No. 18420.
- (M) Denotes Found Iron Monument

For the purpose of this plat the Southwesterly line of Tract A, REGISTERED LAND SURVEY NO. 258 is assumed to bear N41°37'46\"/>



-  AD Center, LLC
-  Exchange Area
-  City



Map Created: June 23, 2016

**RIGHT OF ENTRY AND EASEMENT AGREEMENT**

This Right of Entry and Easement Agreement (this “**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between AD Center LLC, a Minnesota limited liability company with its principal office at c/o Exchange Realty, Inc. 33 South 6<sup>th</sup> Street Suite 4135, Minneapolis, Minnesota 55402 (“**Grantor**”) and the City of Anoka, a municipal corporation under the laws of Minnesota with its principal office at 2015 First Avenue N, Anoka, MN 55303 (the “**Grantee**”). Hereinafter individual parties may be referred to as “**Party**”, or collectively as “**Parties**.”

**WHEREAS**, Grantee wishes to enter in and upon certain real property owned by Grantor for the limited purpose stated below.

**WHEREAS**, Grantor wishes to grant to Grantee a license to enter in and upon its real property, subject to the conditions below.

**NOW THEREFORE**, the parties agree as follows:

1. **LICENSE TO ENTER.** Grantor hereby grants to Grantee a license to enter in and upon Grantor's property located on property known as 1 Vista Way, and more particularly, the southeast corner of the eastern parking lot area, north of the existing cemetery, near the intersection of the existing loop road and West Garfield Street, as further illustrated in Exhibit A attached hereto ("Property"), for the limited purpose stated herein.
2. **TERM.** The term of this Agreement shall commence upon the date above first written (“Commencement Date”), and be perpetual in nature ("Term") unless otherwise terminated as provided herein.
3. **USE OF THE PREMISES.** Grantee agrees that the Property shall be used only for the purposes of a turn-around for Grantee’s snow plow vehicles, with Grantee’s snow plow vehicles entering upon the Property off of West Garfield Street. Use of the Property by Grantee other than as identified in this Agreement may result in a default of this Agreement by Grantee.
4. **PROHIBITED USES OF THE PREMISES.** Grantee shall not have the right to use the Property for any other purposes without the express written consent of the Grantor. Grantee shall abide by all applicable federal, state and local laws and ordinances.
5. **CONSIDERATION.** Grantor acknowledges receipt of consideration for the license granted herein, through the Development Agreement entered into by and between the Parties relative to Grantor’s planned expansion of its facilities, and that said consideration is fair and reasonable.
6. **IMPROVEMENTS AND ALTERATIONS.** Grantee will not make, or permit anyone

under its authority to make, any alterations, decorations, additions or improvements, structural or otherwise, in or to the Property, without the prior written consent of Grantor.

7. **WAIVER OF SUBROGATION.** Grantor and Grantee 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 Property, and extended coverage endorsements.
8. **NO PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY.** Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between Grantor and Grantee.
9. **MERE LICENSE.** The license granted by this Agreement is a mere license to enter onto the Property for the specified purpose and does not create any estate or interest in the Property.
10. **NOTICES.** All communications, demands, notices, or objections permitted or required to be given or served under this Agreement 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 Agreement, to the address set forth at the beginning of this Agreement, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement 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 Agreement.
11. **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 Agreement, nor shall they affect its meaning, construction or effect. Words of any gender used in this Agreement 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.
12. **AMENDMENT, MODIFICATION OR WAIVER.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement 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 the other Party shall not affect or impair any right arising from any subsequent default.
13. **APPLICABLE LAW.** This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.
14. **AUTHORITY.** Grantor and Grantee each acknowledge and represent that it is duly organized, validly existing and in good standing and has all rights, power and authority to

enter into this Agreement and bind itself hereto through the party set forth as signatory for the Party below.

15. **TERMINATION.** This Agreement may be terminated by either Party upon giving sixty (60) days written notice to the other Party.
16. **ENTIRE AGREEMENT.** This Agreement 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 Agreement 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.

**GRANTOR:**

AD Center LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**GRANTEE:**

City of Anoka

By: \_\_\_\_\_  
Phil Rice, Mayor

Dated: \_\_\_\_\_

# Exhibit A



EXHIBIT H

Required Financials

Letter of Credit (LOC) Requirements

Grading	\$37,500.00
Parking Lot Improvements	\$40,000.00
Landscaping	\$20,000.00
Stormwater Improvements	\$45,000.00
<u>Removals</u>	<u>\$25,000.00</u>
Sub-Total =	\$167,500.00
<u>X</u>	<u>1.25</u>
Total=	\$209,375.00

Proposed Street Assessment for Company

Exhibit I

Principal amount: \$168,156.00

Interest rate: 5.00%

10 year

Payment Date	Principal Balance	Principal Payment	Interest	Late Fees	Total Payment	Principal Balance
5/15/2018	\$168,156.00	\$2,642.01	\$8,407.80		\$11,049.81	\$165,513.99
10/15/2018	\$165,513.99	\$6,911.96	\$4,137.85		\$11,049.81	\$158,602.03
5/15/2019	\$158,602.03	\$7,084.76	\$3,965.05		\$11,049.81	\$151,517.27
10/15/2019	\$151,517.27	\$7,261.88	\$3,787.93		\$11,049.81	\$144,255.39
5/15/2020	\$144,255.39	\$7,443.43	\$3,606.38		\$11,049.81	\$136,811.97
10/15/2020	\$136,811.97	\$7,629.51	\$3,420.30		\$11,049.81	\$129,182.46
5/15/2021	\$129,182.46	\$7,820.25	\$3,229.56		\$11,049.81	\$121,362.21
10/15/2021	\$121,362.21	\$8,015.75	\$3,034.06		\$11,049.81	\$113,346.45
5/15/2022	\$113,346.45	\$8,216.15	\$2,833.66		\$11,049.81	\$105,130.30
10/15/2022	\$105,130.30	\$8,421.55	\$2,628.26		\$11,049.81	\$96,708.75
5/15/2023	\$96,708.75	\$8,632.09	\$2,417.72		\$11,049.81	\$88,076.66
10/15/2023	\$88,076.66	\$8,847.89	\$2,201.92		\$11,049.81	\$79,228.77
5/15/2024	\$79,228.77	\$9,069.09	\$1,980.72		\$11,049.81	\$70,159.68
10/15/2024	\$70,159.68	\$9,295.82	\$1,753.99		\$11,049.81	\$60,863.86
5/15/2025	\$60,863.86	\$9,528.21	\$1,521.60		\$11,049.81	\$51,335.64
10/15/2025	\$51,335.64	\$9,766.42	\$1,283.39		\$11,049.81	\$41,569.23
5/15/2026	\$41,569.23	\$10,010.58	\$1,039.23		\$11,049.81	\$31,558.65
10/15/2026	\$31,558.65	\$10,260.84	\$788.97		\$11,049.81	\$21,297.80
5/15/2027	\$21,297.80	\$10,517.36	\$532.45		\$11,049.81	\$10,780.44
10/15/2027	\$10,780.44	\$10,780.44	\$269.51		\$11,049.95	\$0.00
		\$168,156.00	\$52,840.34		\$220,996.34	

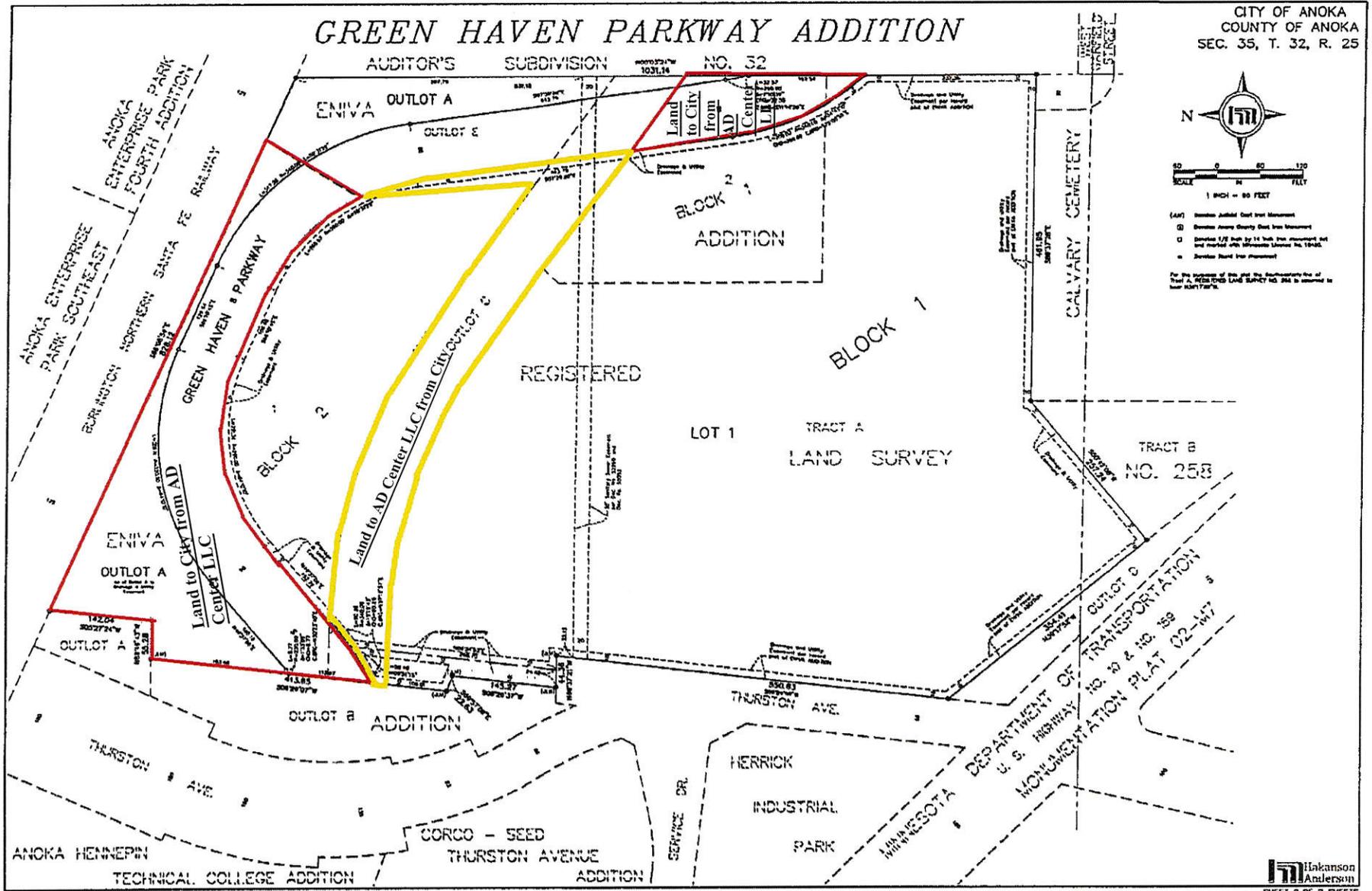
Proposed Water Assessment for Company

Principal amount: \$47,500.00

Interest rate: 5.00%

10 year

Payment Date	Principal Balance	Principal Payment	Interest	Late Fees	Total Payment	Principal Balance
5/15/2018	\$47,500.00	\$746.30	\$2,375.00		\$3,121.30	\$46,753.70
10/15/2018	\$46,753.70	\$1,952.46	\$1,168.84		\$3,121.30	\$44,801.24
5/15/2019	\$44,801.24	\$2,001.27	\$1,120.03		\$3,121.30	\$42,799.97
10/15/2019	\$42,799.97	\$2,051.30	\$1,070.00		\$3,121.30	\$40,748.67
5/15/2020	\$40,748.67	\$2,102.58	\$1,018.72		\$3,121.30	\$38,646.09
10/15/2020	\$38,646.09	\$2,155.15	\$966.15		\$3,121.30	\$36,490.94
5/15/2021	\$36,490.94	\$2,209.03	\$912.27		\$3,121.30	\$34,281.92
10/15/2021	\$34,281.92	\$2,264.25	\$857.05		\$3,121.30	\$32,017.66
5/15/2022	\$32,017.66	\$2,320.86	\$800.44		\$3,121.30	\$29,696.80
10/15/2022	\$29,696.80	\$2,378.88	\$742.42		\$3,121.30	\$27,317.93
5/15/2023	\$27,317.93	\$2,438.35	\$682.95		\$3,121.30	\$24,879.57
10/15/2023	\$24,879.57	\$2,499.31	\$621.99		\$3,121.30	\$22,380.26
5/15/2024	\$22,380.26	\$2,561.79	\$559.51		\$3,121.30	\$19,818.47
10/15/2024	\$19,818.47	\$2,625.84	\$495.46		\$3,121.30	\$17,192.63
5/15/2025	\$17,192.63	\$2,691.48	\$429.82		\$3,121.30	\$14,501.15
10/15/2025	\$14,501.15	\$2,758.77	\$362.53		\$3,121.30	\$11,742.38
5/15/2026	\$11,742.38	\$2,827.74	\$293.56		\$3,121.30	\$8,914.63
10/15/2026	\$8,914.63	\$2,898.43	\$222.87		\$3,121.30	\$6,016.20
5/15/2027	\$6,016.20	\$2,970.89	\$150.41		\$3,121.30	\$3,045.31
10/15/2027	\$3,045.31	\$3,045.31	\$76.13		\$3,121.44	\$0.00
		\$47,500.00	\$14,926.14		\$62,426.14	



**EXHIBIT K**

Quit Claim Deed From Company to City

**EXHIBIT L**

Quit Claim Deed From City to Company

# COUNCIL MEMO FORM

9.4

Meeting Date	November 7, 2016
Agenda Section	Ordinances & Resolutions
Item Description	RES/Declaration of Covenants, Conditions and Restrictions Relative to the Anoka CRTV Ramp
Submitted By	Scott Baumgartner, City Attorney

## **BACKGROUND INFORMATION:**

The Anoka County Regional Railroad Authority (“ACRRA”) participated with the City of Anoka and others in the Northstar Commuter Rail: Anoka Station Project, resulting in the Anoka Station, Parking Facility and Pedestrian Overpass which were built on property owned by the City. As part of the project, the ACRRA received grant funds from the Counties Transit Improvement Board (“CTIB”) pursuant to a Capital Grant Agreement to construct Phase II, the Parking Facility and Pedestrian Overpass (“CTIB Grant Agreement”). The CTIB Grant Agreement requires that the ACRRA file a declaration that the property upon which the Parking Ramp and Overpass are located be subject to the terms, conditions, and covenants stated in the CTIB Grant Agreement. The City was aware of the CTIB Grant Agreement requirements regarding the declaration, and agreed to abide by those requirements.

The attached Declaration of Covenants, Conditions and Restrictions essentially states that the property upon which the Parking facility and Pedestrian Overpass are located is subject to all of the terms, conditions, provisions, and limitations contained in the CTIB Grant Agreement and cannot be sold or otherwise disposed of by the City except in compliance with the terms of the CTIB Grant Agreement or with the written approval of the CTIB.

## **FINANCIAL IMPACT:**

None.

## **COUNCIL REQUESTED ACTION:**

Adopt the Resolution, authorize and direct the Mayor and City Clerk to execute the Declaration of Covenants, Conditions and Restrictions and then forward the same to the County for their signatures.



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

**CITY OF ANOKA, MINNESOTA  
RESOLUTION**

**RES-2016-**

**RESOLUTION APPROVING A DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR LOTS 1, 1A AND 1B ALL IN  
BLOCK 1, ANOKA TRANSIT VILLAGE SOUTH**

**WHEREAS**, the City of Anoka is the owner of real property legally described as:

Lots 1, 1A and 1B all in Block 1, Anoka Transit Village South, Anoka County, Minnesota (“Real Property”)

**WHEREAS**, the Anoka County Regional Railroad Authority (“ACRRA”) participated with the City of Anoka and others in the Northstar Commuter Rail: Anoka Station Project, expending funds and in kind resources to build and develop the Northstar Commuter Rail line, resulting in the Anoka Station, Parking Facility and Pedestrian Overpass which are built on the Real Property;

**WHEREAS**, the ACRRA received grant funds from the Counties Transit Improvement Board (“CTIB”) pursuant to the Capital Grant Agreement (“CTIB Grant Agreement”) to assist in the construction of the Anoka Station, Parking Facility and Pedestrian Overpass;

**WHEREAS**, the CTIB Grant Agreement requires that the ACRRA file a declaration that the Real Property upon which the Anoka Station, Parking Facility and Pedestrian Overpass lie be subject to the terms, conditions, and covenants stated in the CTIB Grant Agreement;

**WHEREAS**, the City has been aware of the CTIB Grant Agreement requirements regarding the declaration, and agreed to abide by those requirements in exchange for assistance with the construction and funding of the Anoka Station, Parking Facility and Pedestrian Overpass;

**WHEREAS**, the ACRRA has requested the City to execute the attached Declaration of Covenants, Conditions and Restrictions in fulfillment of the City and ACRRA’s obligations under the CTIB Grant Agreement; and

**WHEREAS**, the City Council has determined that it would be in the best interest of the City to execute said Declaration of Covenants, Conditions and Restrictions;

**NOW, THEREFORE, BE IT RESOLVED**, that the Anoka City Council hereby approves the attached Declaration of Covenants, Conditions and Restrictions.

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk are hereby authorized and directed to sign and execute the Declaration of Covenants, Conditions and Restrictions in a form substantially similar to the Declaration of Covenants, Conditions and Restrictions attached to this Resolution.

Adopted by the Anoka City Council this 7<sup>th</sup> day of November 2016.

ATTEST:

---

Amy Oehlers, City Clerk

---

Phil Rice, Mayor

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (“Declaration”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the City of Anoka, 2015 First Avenue, Anoka, Minnesota 55303 and the Anoka County Regional Railroad Authority, 2100 Third Avenue, Anoka Minnesota 55303 (“Declarants”).

### WITNESSETH:

**WHEREAS**, the City of Anoka (“City”) has a fee simple interest in the real property legally described in Exhibit A attached (the “Real Property”), and

**WHEREAS**, the Anoka County Regional Railroad Authority (“ACRRA”) participated with the City of Anoka and others in both Phase I and Phase II of the Northstar Commuter Rail: Anoka Station Project, expending funds and in kind resources to build and develop the Northstar Commuter Rail line, resulting in the Anoka Station, Parking Facility and Pedestrian Overpass which are built on the Real Property; and

**WHEREAS**, the ACRRA received grant funds from the Counties Transit Improvement Board (“CTIB”) pursuant to the Capital Grant Agreement for the Anoka CRTV Phase II (Parking Facility and Pedestrian Overpass) Project also known as the Northstar Commuter Rail: Anoka Station Phase II dated January 1, 2013 (“CTIB Grant Agreement”); and

**WHEREAS**, the CTIB Grant Agreement requires that the ACRRA file a declaration that the Restricted Property is subject to the terms, conditions, and covenants stated in the CTIB Grant Agreement; and

**WHEREAS**, the City has been aware of the CTIB Grant Agreement requirements regarding the declaration, and agreed to abide by those requirements as part of the Amended and Restated Anoka Commuter Rail Transit Village Parking Facility Project Master Cooperation, Funding and Delegation Agreement dated April 5, 2013; and

**WHEREAS**, the Real Property is subject to the restrictions of the CTIB Grant Agreement (Restricted Property).

**NOW THEREFORE**, Declarants do hereby declare that the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is CTIB financed property and is subject to the encumbrance created and requirements imposed by a Grant Agreement between the Anoka County Regional Railroad Authority, its successors and assigns ("Grantee") and the CTIB, and cannot be sold or otherwise disposed of by the public officer or agency which has jurisdiction over it or owns it except in compliance with the terms of the Grant Agreement or with the written approval of the CTIB, which approval must be evidenced by a written statement signed by the CTIB attached to the deed or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain Grant Agreement between the ACRRA and the CTIB as dated January 1, 2013; and
- C. The Restricted Property shall remain subject to such restrictions and encumbrances until it is released therefrom by way of a written release in recordable form signed by the CTIB and such written release is recorded in the real estate records relating to the Restricted Property.

This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the CTIB.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

**IN WITNESS WHEREOF**, the Declarants have caused this Declaration of Covenants, Conditions, and Restrictions to be executed by their duly authorized representatives, as of the day and year first written above.

**ANOKA COUNTY REGIONAL RAILROAD AUTHORITY,  
A POLITICAL SUBDIVISION OF  
THE STATE OF MINNESOTA**

By: \_\_\_\_\_  
Matt Look, Chair  
Anoka County Regional Railroad Authority

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dee Guthman, Executive Director  
Anoka County Regional Railroad Authority

Dated: \_\_\_\_\_

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF ANOKA         )

The foregoing was acknowledged before me this \_\_\_\_\_ day of November, 2016, by Matt Look and Dee Guthman, the Chair of the Anoka County Regional Railroad Authority and the Executive Director of the Anoka County Regional Railroad Authority.

(notarial seal)

\_\_\_\_\_  
Notary Public

**CITY OF ANOKA,  
A POLITICAL SUBDIVISION OF  
THE STATE OF MINNESOTA**

By: \_\_\_\_\_  
Phil Rice, Mayor  
City of Anoka

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Amy Oehlers, City Clerk  
City of Anoka

Dated: \_\_\_\_\_

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF ANOKA        )

The foregoing was acknowledged before me this 7<sup>th</sup> day of November, 2016, by Phil Rice and Amy Oehlers, the Mayor and City Clerk of the City of Anoka.

(notarial seal)

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE RESTRICTED PROPERTY**

Lots 1, 1A and 1B all in Block 1, Anoka Transit Village South, Anoka County, Minnesota

See attached map.

# COUNCIL MEMO FORM

12.1

Meeting Date	11-07-2016
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 SPECIAL MEETING

Tuesday, November 15, 2016, 5:00 p.m.

City Hall, Council Chambers

*(Meeting will not be Cablecast)*

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **COUNCIL BUSINESS and/or DISCUSSION ITEMS**

3.1 Canvass of November 8, 2016 Municipal General Election Results.  
RES/Canvassing of November 8, 2016 Municipal General Election Results.

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

4. **ADJOURNMENT**



# City Council - Regular Meeting

## Monday, November 21, 2016 - 7:00 p.m.

### Council Chambers

*(meeting will be cablecast)*

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
  - 3.1 November 7, 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 Downtown Security/City-wide Activity.
5. **PUBLIC HEARING(S)**
  - 5.1 Sanitary Sewer Rate Increase 2017.  
RES/Approving a Sanitary Sewer Rate Increase for 2017.  
Stormwater Rate Increase.
  - 5.2 RES/Approving a Stormwater Rate Increase.
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 IX, Division I, Section 74-488, Walls, Fences, and Hedges, A-2016-21. (1<sup>st</sup> Reading)
    - 7.1.B ORD/Amending Chpt 74, Article V, Division 3, Section 74-236, B-1 Highway Business District, A-2016-27. (1<sup>st</sup> Reading)
    - 7.1.C ORD/Comprehensive Plan Amendment & Rezoning; 11<sup>th</sup> Avenue and North Street, City of Anoka, A-2016-22. (1<sup>st</sup> Reading)
    - 7.1.D ORD/Comprehensive Plan Amendment & Rezoning; State Street and Highway 10, City of Anoka, A-2016-25. (1<sup>st</sup> Reading)
    - 7.1.E ORD/Comprehensive Plan Amendment and Rezoning; Garfield Street, City of Anoka, A-2016-26. (1<sup>st</sup> Reading)
8. **PETITIONS, REQUESTS & COMMUNICATION**

9. **ORDINANCES & RESOLUTIONS**

- 9.1 RES/Approving a Sanitary Sewer Rate Increase for 2017. (ACTED UPON AFTER PUBLIC HEARING)
- 9.2 RES/Approving a Stormwater Rate Increase. (ACTED UPON AFTER PUBLIC HEARING)
- 9.3 ORD/Amending Chpt 1, Article II; Administrative Citations and Penalties. (2<sup>nd</sup> reading)

10. **UNFINISHED BUSINESS**

11. **NEW BUSINESS**

12. **UPDATES & REPORTS**

- 12.1 Tentative Agendas.

**ADJOURNMENT**



**City Council - Worksession**  
**Monday, November 28, 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 Downtown Security/City-wide Activity.
  - 3.2 Final 2017 Budget Review.
  - 3.3 Discussion; Facility Leases at Green Haven Golf Course & Event Center (Lancer Catering) & The Woodbury House (The Mad Hatter Tea Room).
4. **ADJOURNMENT**



# City Council - Regular Meeting

## Monday, December 5, 2016 - 7:00 p.m.

### Council Chambers

*(meeting will be cablecast)*

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
  - 3.1 November 21, 2016 Regular Mtg.  
November 28, 2016 Worksession.
4. **OPEN FORUM** *\*The open forum is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and address for the record. Rules of Conduct as listed in the public folder provided at the entrance of the Council Chambers must be adhered to.*
  - 4.1 Downtown Security/City-wide Activity.
5. **PUBLIC HEARING(S)**
  - 5.1 Amendment to City Charter.  
ORD/Amending Anoka City Charter. (1<sup>st</sup> reading)
  - 5.2 2017 City Levy & Budget.
6. **CONSENT AGENDA**
  - 6.1 Verified Bills.
  - 6.2 Revising & Setting Council Calendars.
7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
  - 7.1 Parks & Recreation Board; Annual Aquatic Center Report.
  - 7.2 Planning Items:
    - 7.2.A ORD/Amending Chpt 74, Article IX, Division I, Section 74-488, Walls, Fences, and Hedges, A-2016-21. (2<sup>nd</sup> Reading)
    - 7.2.B ORD/Amending Chpt 74, Article V, Division 3, Section 74-236, B-1 Highway Business District, A-2016-27. (2<sup>nd</sup> Reading)
    - 7.2.C ORD/Comprehensive Plan Amendment & Rezoning; 11<sup>th</sup> Avenue and North Street, City of Anoka, A-2016-22. (2<sup>nd</sup> Reading)
    - 7.2.D ORD/Comprehensive Plan Amendment & Rezoning; State Street and Highway 10, City of Anoka, A-2016-25. (2<sup>nd</sup> Reading)
    - 7.2.E ORD/Comprehensive Plan Amendment and Rezoning; Garfield Street, City of Anoka, A-2016-26. (2<sup>nd</sup> Reading)
8. **PETITIONS, REQUESTS & COMMUNICATION**

9. **ORDINANCES & RESOLUTIONS**

- 9.1 ORD/Amending Anoka City Charter. (1<sup>st</sup> reading) (ACTED UPON AFTER PUBLIC HEARING)
- 9.2 ORD/2017 Master Fee Schedule (1<sup>st</sup> reading)
- 9.3 ORD/Amending Woodbury Lease/The Mad Hatter. (1st reading)

10. **UNFINISHED BUSINESS**

11. **NEW BUSINESS**

- 11.1 Annual Appointments to City Boards & Commissions.

12. **UPDATES & REPORTS**

- 12.1 Distribution of Round-Up Funds.
- 12.2 Tentative Agendas.

**ADJOURNMENT**



**City Council - Worksession**  
**Monday, December 12, 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 Update; Riverwalk.
  - 3.2 Downtown Security/City-wide Activity.
4. **ADJOURNMENT**



# City Council - Regular Meeting

## Monday, December 19, 2016 - 7:00 p.m.

### Council Chambers

*(meeting will be cablecast)*

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
  - 3.1 December 5, 2016 Regular Mtg.
  - December 12, 2016 Worksession.
4. **OPEN FORUM** *\*The open forum is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and address for the record. Rules of Conduct as listed in the public folder provided at the entrance of the Council Chambers must be adhered to.*
  - 4.1 Downtown Security/City-wide Activity.
5. **PUBLIC HEARING(S)**
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**
  - 9.1 ORD/Amending Anoka City Charter. (2nd reading)
  - 9.2 ORD/Adopting 2017 Master Fee Schedule. (2<sup>nd</sup> reading)
  - 9.3 RES/Cancellation of 2017 Debt Levy.
  - 9.4 RES/Adoption 2017 City Levy.
  - 9.5 RES/Adopting 2017 City Budget.
  - 9.6 RES/2017 Brisbin Area SRP; Accepting Feasibility Report and Set Public Improvement Hearing.
  - 9.7 RES/2017 Brisbin Area SRP; Set Assessment Hearing.
  - 9.8 RES/2017 Christian Hills Area SRP; Accepting Feasibility Report and Set Public Improvement Hearing.
  - 9.9 RES/2017 Christian Hills Area SRP; Set Assessment Hearing.
  - 9.10 ORD/Amending Woodbury Lease/The Mad Hatter. (2<sup>nd</sup> reading)

10. **UNFINISHED BUSINESS**

11. **NEW BUSINESS**

11.1 Approval of Non-Union Health Insurance City Contribution.

11.2 Approval of Dental Insurance Policy.

11.3 Approval of Non-Union Wage Adjustments.

12. **UPDATES & REPORTS**

12.1 Tentative Agendas.

**ADJOURNMENT**