



City Council - Regular Meeting

Monday, August 1, 2016 - 7:00 p.m.

Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 July 18, 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 Update.
 - 4.2 Proclamation; Heart Safe Community.
5. **PUBLIC HEARING(S)**
 - 5.1
6. **CONSENT AGENDA**
 - 6.1 Verified Bills.
 - 6.2 Revising & Setting Council Calendars.
 - 6.3 Issuance of a Temporary On-Sale Liquor License; Walker Plaza.
 - 6.4 Approval of Change Order No. 22 & 23; Rum River Regional Trail.
7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
 - 7.1 Planning Items:
 - 7.1.A ORD/Amending Chpt 74; Article V, Division 1; Planned Unit Developments.
(2nd reading)
RES/Approving Summary Publication; Chpt 74, Article V, Division 1; Planned Unit Developments.
 - 7.1.B ORD/Amending Chpt 74, Article IX, Division 1; Accessory Structure Administrative Sit Plan Approval. (2nd reading)
RES/Approving Summary Publication; Chpt 74, Article IX, Division 1; Accessory Structure Administrative Site Plan Approval.
8. **PETITIONS, REQUESTS & COMMUNICATION**

9. **ORDINANCES & RESOLUTIONS**

9.1 ORD/Amending Chpt 46, Article VII, Offenses Related to Drug Paraphernalia. (2nd reading)
RES/Summary of Ordinance; Amending Chpt 46, Article VII.

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

10. **UNFINISHED BUSINESES**

11. **NEW BUSINESS**

11.1 Issuance of a Special Events License; Walker Plaza.

12. **UPDATES & REPORTS**

12.1 Tentative Agendas.

ADJOURNMENT

COUNCIL MEMO FORM

3.1

Meeting Date	08-01-2016
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.

**REGULAR MEETING OF THE ANOKA CITY COUNCIL
ANOKA CITY HALL
CITY COUNCIL CHAMBERS
JULY 18, 2016**

1. CALL TO ORDER

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

2. ROLL CALL

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

Staff present: City Manager Greg Lee; Deputy Community Development Director Doug Borglund; Finance Director Lori Yager; Associate Planner Chuck Darnell; Police Chief Phil Johanson; Public Works Superintendent Mark Anderson; Public Services Administrator Lisa LaCasse; City Attorney Scott Baumgartner; and Recording Secretary Cathy Sorensen.

Absent at roll call: None.

3. COUNCIL MINUTES

3.1 Minutes of June 27, 2016, Worksession
Minutes of the July 5, 2016, Regular Meeting.

Motion by Councilmember Freeburg, seconded by Councilmember Weaver, to waive the reading and approve the June 27, 2016, Worksession and the July 5, 2016 Regular Meeting minutes.

Vote taken. All ayes. Motion carried.

4. OPEN FORUM

4.1 Eagle Scout; Dominic Tverberg.

Public Works Superintendent Mark Anderson shared a staff report with background information to the Council stating each year the City of Anoka receives requests from Life Scouts (Boy Scouts of America) who wish to complete an Eagle Scout Leadership Projects in the City of Anoka. These Eagle Scout Projects are a requirement that must be completed for a Scout to reach the level of "Eagle Scout". The process requires that the candidate develop a project and plan, get the necessary approvals, carry out the project, and then report on the completion of the project to the Eagle Scout board of review for approval.

Eagle Scout Dominic Tverberg shared about his Eagle Scout project which was removing the Rum River banks of buckthorn and thanked all who assisted him with the project, especially Mr. Anderson.

Councilmember Weaver complimented Mr. Tverberg on his project and presentation then thanked him for his work and for choosing a project in Anoka.

Mr. Tverberg said they had 14 people assisting with the project, including City staff, and said he had pedestrians congratulating him during the project.

Councilmember Schmidt invited Mr. Tverberg to share a narrative of the photos he presented. Mr. Tverberg explained buckthorn history and the invasive bacteria that kills surrounding greenery and how his project resulted in clearing around the Rum River boat landing so people can see the river.

Councilmember Weaver asked how much brush was removed from the area. Mr. Tverberg said they removed four dump truck loads from the area and thanked everyone for their support of the project.

5. PUBLIC HEARING(S)

None.

6. CONSENT AGENDA

Motion by Councilmember Schmidt, seconded by Councilmember Freeburg, to approve Consent Agenda 6.1 through 6.6.

- 6.1 Approved Verified Bills.
- 6.2 Revising and Setting Council Calendars.
- 6.3 Issuance of a Massage Business License; Ackerman Acupuncture, 207 E. Main Street.
- 6.4 Issuance of a Massage Therapist License; Andrew Schara.
- 6.5 Recommended Approval of an LG220 Gambling Permit for Walker Methodist Foundation.
- 6.6 Issuance of a Temporary On-Sale Malt Liquor License; Anoka Lions Club at Anoka County Fair.

Vote taken. All ayes. Motion carried.

7. REPORTS OF OFFICERS, BOARDS AND COMMITTEES

7.1 Planning Items.

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

Associate Planner Chuck Darnell shared a staff report with background information to the Council stating over the past few months, the City has been considering drafting an ordinance amendment regarding the minimum size required for planned unit development districts. The current zoning ordinance requires that the minimum district area be not less than five acres. This intent of including this size requirement was likely to meet the purpose and intent of the planned unit developments and to take advantage of large-scale site planning. However, the five acre minimum size no longer accurately reflects the types of development and redevelopment sites that are available in the City of Anoka.

Councilmember Anderson asked if the five-acre minimum has caused us to lose sales. Mr. Darnell said no as this will increase the flexibility of how we market our sites.

Councilmember Anderson thanked Mr. Darnell for his work.

Councilmember Schmidt inquired about the history of this ordinance. Mr. Darnell said this 20-30 year old ordinance and while staff feels it allows for flexibility some of the criteria is more restricting. He said we have only had five Planned Unit Developments so the history is small and there is only one lot smaller than five acres.

Councilmember Schmidt complimented staff on their good work and said if this change can enhance the saleability of several properties that will be good. He confirmed that the Planning Commission agreed with the proposal.

Councilmember Weaver said this will eliminate the need for a variance for a site smaller than five acres which takes another step out of the planning process, adding State law would not even allow us to grant a variance. Mr. Darnell said recent proposals required a variance and this ordinance will eliminate that need.

Motion by Councilmember Anderson, seconded by Councilmember Weaver, to hold first reading of an ordinance Amending Chapter 74; Article V, Division 1; Planned Unit Developments.

Councilmember Freeburg said with Anoka being niche community this will help get some of those parcels developed.

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

7.1.B. ORD/Amending Chapter 74; Article IX Division 1; Accessory Buildings.
(1st Reading)

Mr. Darnell shared a staff report with background information to the Council stating the Minnesota State Building Code was amended to allow for buildings of 200 square feet or less to be constructed without a building permit. Previously, buildings of 120 square feet or less did not require a building permit, and the City of Anoka had not previously reviewed or permitted buildings smaller than 120 square feet in size. With the change in the State Building Code, the City can no longer require that a building permit be obtained for accessory buildings smaller than 200 square feet in size. Therefore, the City has no way to monitor the placement of these types of buildings for compliance with zoning code requirements.

Councilmember Schmidt said he supports this in large part and understands there will be further discussion on home occupations and those restrictions on air conditioning and electricity but added he does not want to see too much in prohibited uses. He said while he understands we would not want to see a machine shop in these spaces we should have some flexibility.

Mr. Darnell said home occupations will be discussed with the Planning Commission and the topic will be brought forward next month.

Motion by Councilmember Freeburg, seconded by Councilmember Anderson, to hold first reading of an ordinance Amending Chapter 74; Article IX Division 1; Accessory Buildings.

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

8. PETITIONS, REQUESTS AND COMMUNICATION

None.

9. ORDINANCES AND RESOLUTIONS

- 9.1 RES/Sale of Bonds, \$1,850,000 G.O. Utility Revenue Bonds, Series 2016B for 2016 and 2017 Stormwater Utility Projects.

RESOLUTION

Finance Director Lori Yager shared a staff report with background information to the Council stating at the June 20, 2016 meeting, Council approved calling for the sale of 2016B Storm Water Utility Revenue Bonds. Shelly Eldridge with Ehlers and Associates shared the details of the sale results for the G.O. Utility Revenue Storm Water Bonds, Series 2016B. The 2016B G.O. Utility Revenue Storm Water Bond proceeds will pay for the 2016 and 2017 storm water utility projects and that Council is asked to approve the bid received today.

Shelly Eldridge, Ehlers and Associates, said they received bids earlier in the day and was pleased to share that the City received an upgrade to their Standards & Poor rating on the general obligation bonds and congratulated them on their new AA+ rating. She reviewed the criteria necessary to receive this rating increase and presented Ms. Yager with a plaque recognizing this bond upgrade rating.

Councilmember Freeburg congratulated staff on this accomplishment. Ms. Yager said the new financial model has worked very well to help achieve this new bond rating.

Councilmember Schmidt inquired about the State of Minnesota's bond rating. Ms. Eldridge said AA+ is just one notch below the State's rating.

Councilmember Schmidt said the City's balance sheets show only 1.5% of its market value is in bonds which are great.

Ms. Eldridge said the City received two bids and while she was a little disappointed that they had not received more bids the two held a number of differences. She said one is half the size of the one received a couple months ago as well as twice as long in term, adding they were both good bids of 2.39% and 2.45%.

Councilmember Schmidt confirmed the true interest rate. Ms. Eldridge said the rate includes the discount and premium and enables us to drop the par amount from \$1.85 million to \$1.795 million, resulting in a total interest decrease of \$15,000. She said the yield is on the long end which was underestimated but the coupons in 2017 going forward are pretty close.

Motion by Councilmember Schmidt, seconded by Councilmember Freeburg, to adopt a resolution approving the sale of \$1,850,000 G.O. Utility Revenue Bonds, Series 2016B for 2016 and 2017 stormwater utility projects.

Councilmember Weaver said this relates to the same bonds we dealt with and inquired about the actual interest that will be paid. Ms. Eldridge said the interest cost will be \$489,000 if not prepaid.

Councilmember Weaver said he voted against the bond because he would rather pay the money back to the taxpayers and said while he wants to have a larger

discussion before we do any more bonds he will support this action in the meantime.

Mayor Rice likened this to a home mortgage and said this improves the City's infrastructure which is a direct result of the AA+ rating. He said he would rather live within our means and instead have a goal of selling less bonds and tightening our belts and while he is against spending more than what we bring in he wants to continue to aggressively repair infrastructure.

Councilmember Weaver said they borrowed internally before and likened it to a credit card agrees while this is incredibly important he just wants to have the discussion.

Councilmember Schmidt said with 50-70 years life of infrastructure this borrowing becomes very reasonable, stating the investment will last far longer than these bonds and is reasonable.

Councilmember Freeburg agreed, stating we are going to use these streets for a long time.

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

9.2 ORD/Opt-Out, Temporary Healthcare Housing.
(2nd Reading)

ORDINANCE

Deputy Community Development Director Doug Borglund shared a staff report with background information to the Council stating this is the second reading of the proposed Chapter 1, Article 111, of the City Code Opting-Out of the requirements of Minnesota Statutes, Section 462.3593, which defines and regulates Temporary Family Health Care Dwellings. Mr. Borglund explained that staff is recommending opting out of allowing temporary family health care dwellings that provide an environment facilitating a caregiver's provision of care for a mentally or physically impaired person and that there have been no changes or additions since first reading.

Councilmember Freeburg said he is in favor of this ordinance as Anoka has many small lots and no room for this type of housing.

Councilmember Anderson asked which cities are opting in. Mr. Borglund some cities with rural or agriculture have opted in but they may have another tool to help control, adding more urbanized cities and first and second ring suburbs are opting out.

Motion by Councilmember Freeburg, seconded by Councilmember Anderson, to hold second reading and adopt an ordinance opting out of the temporary healthcare housing as outlined in Statute.

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

9.3 RES/Bond Reimbursement; Greenhaven Parkway.

RESOLUTION

Ms. Yager shared a staff report with background information to the Council stating the City is currently working on the Greenhaven Parkway project in the Greens of Anoka TIF district. Staff is recommending that the City issue G.O. Tax Increment Revenue bonds to provide funding for the Greenhaven Parkway project in 2017. In order to reimburse itself for expenditures occurred from May 18, 2016 through the bond issue date in 2017, City Council must pass a resolution declaring the intent to reimburse itself for expenditures incurred and to be incurred for the Greenhaven project it will issue bonds for in the future.

Motion by Councilmember Schmidt, seconded by Councilmember Anderson, to adopt a resolution declaring the official intent of the City of Anoka to reimburse certain expenditures from the process of bonds to be issued by the City for Greenhaven Parkway.

Councilmember Weaver asked that Council have a larger discussion again about internal borrowing. Ms. Yager said that discussion will occur during the 2017 budget meetings.

Councilmember Schmidt asked if this action will affect bond reimbursement or expenses. Ms. Yager said this is for expenditures if we issue debt as we have already done an internal loan resolution and are covered.

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

9.4 ORD/Approving Lease Agreement and First Amendment with Dennis and Beverly Medved; Riverplace Duplexes.
(2nd Reading)

ORDINANCE

Mr. Borglund shared a staff report with background information to the Council stating Council is asked to approve an Exchange and Development Agreement with Dennis and Beverly Medved along with approvals to sign all other necessary

documents related to this transaction, including a Lease Agreement between the City and Dennis & Beverly Medved for the duplexes on Fremont Street.

Councilmember Freeburg asked if the duplex on Fremont Street is listed. Mr. Borglund said this parcel is under contract and listed and is in negotiations.

Motion by Councilmember Freeburg, seconded by Councilmember Weaver, to hold second reading and adopt an ordinance approving a lease agreement and first amendment to the lease agreement between the City of Anoka and Dennis and Beverly Medved.

Councilmember Schmidt said the progress is going very well and asked when the City will remove the structures. City Manager Greg Lee said that will occur in January to mid-February during contractor's down time and when the ground is frozen which is easier on the roads.

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

9.5. ORD/Amending Chapter 46, Article VII, Offenses Related to Drug Paraphernalia.
(1st Reading)

Mr. Borglund shared a staff report with background information to the Council stating the City of Anoka has seen an increased number of businesses that have moved into the community that sell products that can be identified as drug paraphernalia. The City Code has been reviewed and determined that adequate provisions are not in place to address the issue of drug paraphernalia. Many Minnesota cities have adopted ordinances that restrict the use, sale, or possession of drug paraphernalia by local ordinance. Cities are placed in an enforcement position because some retailers have expanded the selling of products and equipment that can be used with controlled substances and utilize direct or indirect advertising of drug paraphernalia, including but not limited to different pipes and bongs. With this product expansion occurs, it changes or modifies the nature of the business itself.

Councilmember Anderson asked how permitted medical marijuana how be affected. Mr. Borglund said the ordinance is not intended to regulate the use of marijuana just drug paraphernalia.

Councilmember Freeburg inquired about enforcement and consequences. Mr. Borglund said possession to sell is a direct violation and would result in removal of the products and Police involvement.

Councilmember Schmidt said the intent would have to be to sell so it is not illegal to possess. Mr. Borglund said this ordinance would apply to any individual in the City.

Councilmember Anderson asked about scales and balances used for many other trades. Mr. Borglund said that would be considered related circumstantial evidence and would have to be associated with a controlled substance at the discretion of law enforcement.

City Attorney Scott Baumgartner said Statute currently prohibits drug paraphernalia but this language expands on that and further clarifies a violation because nothing in Statute defines drug paraphernalia. He said the ordinance goes through additional criteria that the court can use to define in a case, noting that statute states possession is a petty misdemeanor but after August 1 a third violation will be a misdemeanor. Mr. Baumgartner said many other cities are following the same idea and that the ordinance expands and clarifies intent so from a prosecution standpoint this will provides additional tools regarding intent to distribute and sell. He noted State statute allows cities to be more restrictive which is what this ordinance will do.

Mayor Rice said the disclaimer will be a successful argument in any case. Mr. Baumgartner agreed, stating common sense enters into the equation and that the ordinance takes State statute a step further.

Mayor Rice said referred to clients of adult foster care facilities who are smokers and have limited money for personal needs and as a result use one of the prohibited items in the ordinance, dug outs, for smoking regular tobacco and said these items are used for things other than illegal drugs.

Mr. Baumgartner said staff will discuss the use of medical cannabis as a possible exception if a prescription for cannabis is present.

Councilmember Anderson asked what happens if recreational use of marijuana comes about. Mr. Baumgartner said the City can modify the ordinance while still being as restrictive as possible.

Motion by Councilmember Weaver, seconded by Councilmember Freeburg, to hold first reading of an ordinance Amending Chapter 46, Article VII, Offenses Related to Drug Paraphernalia.

10. UNFINISHED BUSINESS

None.

11. NEW BUSINESS

- 11.1 Revision to City Policies: 2013-01 Park Facility Rentals and Reservations and 2013-02 Park Facility Rental for Performance Arts Events.

Public Services Administrator Lisa LaCasse shared a staff report with background information to the Council stating the Public Services Department receives many requests annually for exclusive use of City parks, some of those requests fall outside of the traditional family picnic, wedding, or birthday party. Staff works closely with Administration to determine whether those events are allowed or fall under the definition of a special event and therefore require special permits. The recent review and revisions to Chapter 14 Licensing; Amusements and Entertainment Article VII Special Events, has required review and revision to City policies 2013-01 and 2013-02 so that these policies regarding park rentals do not conflict with City Code and work in conjunction with the requirements for special events. The Park Board reviewed the Policies at their May 2016 and June 2016 Regular meetings and has approved the proposed changes. Ms. LaCasse reviewed the vetting process and what triggers a special event license before a park permit is issued.

Councilmember Weaver inquired about events with alcohol held by a non-profit organization such as the Lions. Ms. LaCasse said those would be handled under special events and would have requirements such as cans or plastic bottles. She shared about a recent event where a shelter was rented for 100 people that ended up with 500 and showed evidence of consumption so staff is trying to revise the policy to allow for recourse and additional fees if necessary.

Councilmember Schmidt said this is very reasonable, adding a Lions group would be responsible for serving and that fees should be paid in advance with no deposit. Ms. LaCasse said a key deposit is required but open air park shelters do not require a deposit, adding staff will be reviewing this again in the fall as part of master fee schedule review.

Councilmember Schmidt suggested a cancellation fee be implemented too for those who cancel.

Councilmember Weaver asked if there is some discretion to interpret the policy in case an event comes forward. Ms. LaCasse said there is, adding the ordinance will help staff too in the case of too much discretion as it gives more direction and outlines adherence to the code.

Mayor Rice inquired about keys and hours and if anyone is checking on these events. Ms. LaCasse said park security has been checking but noted most events end at 10:00 p.m. as we only lease a shelter until 11:00 p.m. She added that residents will likely call if there are any concerns although she has not heard of any issues.

Motion by Councilmember Schmidt, seconded by Councilmember Freeburg, to approve revision to City Policies: 2013-01 Park Facility Rentals and Reservations and 2013-02 Park Facility Rental for Performance Arts Events.

Vote taken. All ayes. Motion carried.

12. UPDATES AND REPORTS

12.1 Quarterly Financial Report.

Ms. Yager shared a staff report with background information to the Council stating that according to City Charter the Finance Department is required to provide the City Council and City Manager with second quarter financial reports. Fiscally conservative and in excellent financial health.

Councilmember Anderson asked for an update on the Castle Field donations. Ms. Yager said staff discussed the amounts held in escrow funds that could finish up some of the projects but said they do not have the funding to do the extensive projects but can do the fencing. She said they currently have \$70,000 and were wanting to receive \$250,000.

Mr. Lee said donations and sales raised \$72,000 and Phase III improvements cost a little more than \$200,000 so they are scaling back on Phase III and just doing the paver bricks and donor boards and focusing on more functional improvements and less aesthetic improvements.

Councilmember Anderson asked if the opportunity to use the park for an amateur baseball league is still possible. Mr. Lee said there have been no further discussions in last 18 months but that the City would still be open to that possibility.

Councilmember Anderson asked if we are pursuing the league. Mr. Lee said not at this time as it was left to them to contact the City if interested.

Councilmember Anderson referred to the increased personnel and police activity in the parks and if it is working. Mr. Lee said he believes the efforts are working, adding Anoka has become very busy with more visitors at the parks and downtown and said the City hired one full-time police officer for downtown patrols and two full-time security officers with an additional two coming for the downtown area and parks.

Councilmember Anderson asked about the results. Councilmember Weaver said he feels these efforts are making a massive impact.

Mayor Rice said these are very appropriate questions for a financial report.

Councilmember Weaver said it would be a good idea to have the Police Chief at Open Forum to share what the City is doing towards these efforts.

12.2 Tentative Agenda(s).

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

12.3 Staff and Council Input.

Councilmember Freeburg thanked everyone involved with Riverfest and the Home and Garden Tour.

Councilmember Schmidt referred to an article in the *Star Tribune* about Anoka hiring its first community development director and how the City is making development a priority and producing lots.

Councilmember Weaver referred to the 500-year rain event up north and how all the water is coming into the rivers. Mr. Lee shared that the Mississippi River has crested in St. Cloud will crest in Fridley tomorrow and that while Anoka does not have a gauge we should in the future as we are up four feet over the typical pool elevation. He said the Rum River is 1.5 feet higher and has crested in Milaca but is still going in St. Francis but should crest by Wednesday and then recede.

Councilmember Weaver said he attended a meeting with Anoka County water patrol as well as Hennepin County, Champlin, Coon Rapids, and Brooklyn Park and there needs to be a larger conversation about slow-no wake. He said it is complex because of so many jurisdictions but needs to be discussed.

Mr. Lee said the DNR made it very onerous with regards to locations of docks and boulders and that they could hire a consultant but it would be very expensive.

Councilmember Freeburg suggested a no wake zone in Anoka County only as a way to expedite this effort.

Councilmember Anderson said the lack of river gauge is important and we should find grant funds to obtain one. Mr. Lee said the County will research as well as us but noted they cost approximately \$80,000-\$100,000 with \$5,000 annual maintenance.

Mayor Rice said he thought there was a way to measure the water levels at Peninsula Point. Councilmember Weaver said we had one there but it had to be operated manually and when it failed it was not replaced.

Mayor Rice asked how high the crest will be. Mr. Lee said he thought it could crest at seven feet but was not sure.

Mr. Lee said staff submitted the federal grant application for Highway 10 which was for \$7 million for the total \$33 million project for 2021. He said we will know later this year if successful and if so will send a press release to the businesses to help prepare for the construction.

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: 8:45 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	08-01-2016
Agenda Section	Open Forum
Item Description	Downtown Security Update
Submitted By	Phil Johanson

BACKGROUND INFORMATION

Downtown Security Update.

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

None.

COUNCIL MEMO FORM

4.2

Meeting Date	August 1, 2016
Agenda Section	Open Forum
Item Description	Proclamation Anoka Heart Safe Community
Submitted By	Phil Johanson, Police Chief, Anoka Police Department

BACKGROUND INFORMATION:

HEART Safe Communities is a program designed to promote survival from sudden out-of-hospital cardiac arrest. It is a general concept focused upon strengthening the “chain of survival” as described by the American Heart Association; it recognizes and stimulates efforts by individual communities to improve their system for preventing sudden cardiac arrest (SCA) from becoming irreversible death.

The city council is being asked to declare an intention to become a Heart Safe Community. This effort will be championed by personnel of the Anoka Police Department and the Anoka-Champlin Fire Department.

The Police and Fire Department plans to achieve the designation of “Heart Safe” by performing these activities: Public Education and Awareness and AED Implementation.

Public Education will be focused on the following topics:

1. Sudden Cardiac Arrest Awareness
2. Good Samaritan Laws
3. Bystander CPR and AED use.
4. Where to find AED’s in our community.

AED Implementation will consist of the following:

1. Work with local businesses, churches, schools and other public areas to install AED’s
2. Track existing AED’s locations.

FINANCIAL IMPACT:

None at this time.

COUNCIL REQUESTED ACTION:

Staff recommends the City Council make a motion to approve the Proclamation declaring the City of Anoka as a Heart Safe Community.



PROCLAMATION

ANOKA HEART SAFE COMMUNITY

WHEREAS, the City of Anoka places an important value on its residents of our community, their family, friends, and visitors; and

WHEREAS, the City of Anoka is dedicated to providing the highest level of public safety possible to the community and to make the community a safer place to live, work, and play by reducing the number of deaths and disabilities associated with Sudden Cardiac Arrest; and

WHEREAS, according to the Minnesota Department of Health, sudden cardiac arrest is the second leading cause of death in Minnesota and is responsible for almost 20% of deaths; and

WHEREAS, the Anoka City Council, recognizes the importance of AED use and CPR within the first two minutes of a cardiac arrest; and

WHEREAS, the Anoka City Council is committed to making Anoka a Heart Safe Community where AEDs are more readily available in the community and the public is educated in sudden cardiac arrest and CPR; and

NOW, THEREFORE, BE IT RESOLVED, that I, Phil Rice, Mayor, on behalf of the City Council of the City of Anoka and all the citizens of this community, hereby proclaim the City of Anoka a **HEART SAFE COMMUNITY** beginning August 1, 2016. Our commitment to a healthier community benefits the residents, employees and visitors of Anoka. As a Heart Safe Community, Anoka hopes to increase the survival rate for those suffering from Sudden Cardiac Arrest.

Phil Rice, Mayor

COUNCIL MEMO FORM

6.1

Meeting Date	08-01-2016
Agenda Section	Consent Agenda
Item Description	Verified Bills
Submitted By	Lori Yager, Finance Director

CONSENT AGENDA

Consent agenda contains several separate items which are acted upon by the Council in one motion. Upon request, any Consent Agenda item may be removed, and if necessary, placed somewhere else on the agenda or on a future agenda for Council discussion & action.

BACKGROUND INFORMATION

Each Council meeting the City Council is presented with two lists of bills. One list has been paid prior to the meeting to take advantage of discounts and to prevent late fees. The other list is for payments which are prepared to be paid. City Council ratification of the prepaid bills and approval of the bills to be paid is required.

If you have questions about a particular bill, please call me at 576-2771.

FINANCIAL IMPACT

Will vary from meeting to meeting.

COUNCIL ACTION REQUESTED

Approval of the Consent Agenda will mean ratification and approval of the Bill List(s).

**Paid Bill List for Ratification
Bill List for August 1, 2016**

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137273	Phil Schumacher	07/01/2016	Demolition Deposit	101	General Fund \$500.00
137278	CenturyLink	7634211903 Jul 1	Communications	101	General Fund \$10.15
137278	CenturyLink	612E340068 Jul	Communications	101	General Fund \$320.62
137278	CenturyLink	612E340040 Jul	Communications	101	General Fund \$76.96
137278	CenturyLink	7634217730 Jul 1	Communications	101	General Fund \$142.24
137278	CenturyLink	7634213343 Jul 1	Communications	101	General Fund \$471.29
137278	CenturyLink	7634211903 Jul 1	Communications	101	General Fund \$10.14
137278	CenturyLink	612E340312 Jul	Communications	101	General Fund \$92.28
137278	CenturyLink	612E340312 Jul	Communications	101	General Fund \$92.27
137278	CenturyLink	612E340311 Jul	Communications	101	General Fund \$320.62
137278	CenturyLink	612E340310 Jul	Communications	101	General Fund \$320.62
137280	Cintas	470773132	Uniforms	101	General Fund \$9.22
137280	Cintas	470773134	Mats	101	General Fund \$139.02
137280	Cintas	470773132	Uniforms	101	General Fund \$57.40
137280	Cintas	470773136	Mats	101	General Fund \$41.80
137282	ECM Publishers	369882	7/6/16 PH Zoning PUD	101	General Fund \$43.00
137282	ECM Publishers	369881	7/6/16 Amend Text	101	General Fund \$43.00
137284	Leone's Building Service	77085	July 2016 Cleaning Svc	101	General Fund \$1,168.51
137284	Leone's Building Service	77085	July 2016 Cleaning Svc	101	General Fund \$921.73
137284	Leone's Building Service	77085	July 2016 Cleaning Svc	101	General Fund \$132.16
137284	Leone's Building Service	77085	July 2016 Cleaning Svc	101	General Fund \$131.88
137284	Leone's Building Service	77085	July 2016 Cleaning Svc	101	General Fund \$653.10
137284	Leone's Building Service	77085	July 2016 Cleaning Svc	101	General Fund \$180.31
137284	Leone's Building Service	77085	July 2016 Cleaning Svc	101	General Fund \$180.31
137286	Menard Cashway Lumber	16988	Parts / Supplies	101	General Fund \$43.15
137286	Menard Cashway Lumber	21545	Mix All Mixer	101	General Fund \$4.99
137288	MN Department of Labor	ALR00631611	Public Safety Elevator	101	General Fund \$100.00
137288	MN Department of Labor	ALR00627611	Greenhaven Elevator	101	General Fund \$100.00
137288	MN Department of Labor	ALR00627591	Park Svc Elevator	101	General Fund \$100.00
137288	MN Department of Labor	ALR00634381	City Hall Elevator	101	General Fund \$100.00
137290	OnTrac	8-437549	Currier Svc	101	General Fund \$27.05
137292	Petco	OA068937	Supplies	101	General Fund \$70.69
137293	Plaisted Company	2051	Mason Sand	101	General Fund \$184.90

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137297	Summit Fire Protection	1130321	Annual Sprinkler Inspection	101	General Fund	\$230.00
137298	The Music Works, Inc.	07/24/2016	2016 Concerts in the Park	101	General Fund	\$800.00
137299	Thyssen Krupp Elevator	3002624375	Elevator Maintenance	101	General Fund	\$116.70
137299	Thyssen Krupp Elevator	3002624375	Elevator Maintenance	101	General Fund	\$116.70
137299	Thyssen Krupp Elevator	3002624375	Elevator Maintenance	101	General Fund	\$116.70
137299	Thyssen Krupp Elevator	3002624375	Elevator Maintenance	101	General Fund	\$116.70
137300	Zahl Equipment Company	0218175-IN	Monthly Inspections	101	General Fund	\$191.75
137300	Zahl Equipment Company	0218268-IN	Annual Petro / Mo Inspect	101	General Fund	\$540.25
137301	Delta Dental	DEFPP15 2016	Dental Premium- Flex	101	General Fund	\$1,216.24
137301	Delta Dental	DEFPP14 2016	Dental Premium- Flex	101	General Fund	\$1,229.75
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$0.64
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	(\$1.88)
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$2.38
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$3.27
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$0.77
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$1.54
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$0.13
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$324.54
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$0.24
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$24.66
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$1.11
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$0.82
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$2.58
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$0.19
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$0.23
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$1.54
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$0.46
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$5.47
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$0.77
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$0.85
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$0.92
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$1.21
137302	Sun Life Financial	LIFPP14 2016	Life Ins	101	General Fund	\$0.92

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137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$1.11
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$0.82
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$2.86
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$0.41
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$0.19
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$0.19
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$0.72
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$0.34
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$5.14
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$0.77
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$0.85
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$0.92
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$0.14
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$24.75
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$2.39
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$0.27
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$0.92
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$1.54
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$0.77
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$3.27
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$0.66
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$1.12
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	(\$0.55)
137302	Sun Life Financial	LIFPP15 2016	Life Ins	101	General Fund	\$324.51
137454	Department of the Army	07/26/2016	AHATS Lease - Swat Traini	101	General Fund	\$70.00
137455	Gravel Roads, Inc.	07/31/2016	2016 Concerts in the Park	101	General Fund	\$400.00
137456	Menard Cashway Lumber	16692	Irrigation System Mad Hatt	101	General Fund	\$267.39
137457	MN Office of Enterprise Tec	W16050668	State Phones	101	General Fund	\$25.65
137457	MN Office of Enterprise Tec	W16050668	State Phones	101	General Fund	\$76.95
137457	MN Office of Enterprise Tec	W16040665	State Phones	101	General Fund	\$12.58
137457	MN Office of Enterprise Tec	W16050668	State Phones	101	General Fund	\$19.24
137457	MN Office of Enterprise Tec	W16050668	State Phones	101	General Fund	\$25.65
137457	MN Office of Enterprise Tec	W16040665	State Phones	101	General Fund	\$44.40

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137457	MN Office of Enterprise Tec	W16050668	State Phones	101	General Fund	\$21.80
137457	MN Office of Enterprise Tec	W16040665	State Phones	101	General Fund	\$14.80
137457	MN Office of Enterprise Tec	W16050668	State Phones	101	General Fund	\$25.65
137457	MN Office of Enterprise Tec	W16040665	State Phones	101	General Fund	\$14.80
137457	MN Office of Enterprise Tec	W16040665	State Phones	101	General Fund	\$11.10
137457	MN Office of Enterprise Tec	W16040665	State Phones	101	General Fund	\$37.00
137457	MN Office of Enterprise Tec	W16040665	State Phones	101	General Fund	\$14.80
137457	MN Office of Enterprise Tec	W16040665	State Phones	101	General Fund	\$27.25
137457	MN Office of Enterprise Tec	W16050668	State Phones	101	General Fund	\$40.41
137457	MN Office of Enterprise Tec	W16050668	State Phones	101	General Fund	\$64.13
137458	RES Specialty Pyrotechnic	19237	Fireworks Display	101	General Fund	\$12,000.00
Fund Total						\$25,425.27
137289	North Star Towing & Repair	47998	Tow 03 Chev Tahoe	210	Police Forfeiture	\$156.00
Fund Total						\$156.00
137301	Delta Dental	DEFPP14 2016	Dental Premium- Flex	225	Cemetery	\$9.54
137301	Delta Dental	DEFPP15 2016	Dental Premium- Flex	225	Cemetery	\$10.44
137302	Sun Life Financial	LIFPP14 2016	Life Ins	225	Cemetery	\$0.26
137302	Sun Life Financial	LIFPP15 2016	Life Ins	225	Cemetery	\$1.44
137302	Sun Life Financial	LIFPP15 2016	Life Ins	225	Cemetery	\$0.36
137302	Sun Life Financial	LIFPP14 2016	Life Ins	225	Cemetery	\$2.11
Fund Total						\$24.15
137302	Sun Life Financial	LIFPP15 2016	Life Ins	250	Ramp	\$0.08
Fund Total						\$0.08
137284	Leone's Building Service	77085	July 2016 Cleaning Svc	260	Parking	\$964.70
137299	Thyssen Krupp Elevator	3002624375	Elevator Maintenance	260	Parking	\$116.70
137301	Delta Dental	DEFPP15 2016	Dental Premium- Flex	260	Parking	\$13.26
137301	Delta Dental	DEFPP14 2016	Dental Premium- Flex	260	Parking	\$13.26
137302	Sun Life Financial	LIFPP15 2016	Life Ins	260	Parking	\$0.60
137302	Sun Life Financial	LIFPP14 2016	Life Ins	260	Parking	\$0.61
Fund Total						\$1,109.13
137271	Border State Electric Suppl	911392553	BREAKER 2 POLE 30 AM	600	Electric	\$21.76
137271	Border State Electric Suppl	911392553	BREAKER 2 POLE 15 AM	600	Electric	\$21.20
137271	Border State Electric Suppl	911392553	SQD-QOC 12 US Load Ce	600	Electric	\$14.39

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137271	Border State Electric Suppl	911392553	BREAKER 2 POLE 40 AM	600	Electric	\$21.76
137271	Border State Electric Suppl	911392553	BREAKER 2 POLE 60 AM	600	Electric	\$21.46
137272	Menard Cashway Lumber	20548	NON-INVENTORY	600	Electric	\$2.98
137272	Menard Cashway Lumber	20548	COVER - WP - IN-USE - 2	600	Electric	\$13.74
137272	Menard Cashway Lumber	20548	COVERS - INDUSTRIAL -	600	Electric	\$6.40
137274	Resco	649740-00	CUTOUT,DISCONNECT 60	600	Electric	\$3,205.18
137274	Resco	638309-00	POLE, GREEN, FIBERGLA	600	Electric	\$42,702.98
137275	Wesco	841316	MOLE 4 POSITION, PRIM	600	Electric	\$4,542.80
137276	American Public Power Ass	271404-2	2nd Half 2016 Dues	600	Electric	\$6,518.55
137277	Carr's Tree Service, Inc	95085	Week of 06/13/2016	600	Electric	\$4,841.87
137277	Carr's Tree Service, Inc	95086	Week of 06/13/2016	600	Electric	\$5,472.48
137278	CenturyLink	612E340060 Jul	Communications	600	Electric	\$352.00
137278	CenturyLink	7634211903 Jul 1	Communications	600	Electric	\$10.15
137278	CenturyLink	612E341069 Jul	Communications	600	Electric	\$127.00
137278	CenturyLink	612E340312 Jul	Communications	600	Electric	\$92.27
137280	Cintas	470773131	Uniforms	600	Electric	\$189.12
137281	Dakota Supply Group	C233996	POLE, BLADE STEEL, DE	600	Electric	\$1,253.40
137281	Dakota Supply Group	C290913	LED DECORATIVE 32W R	600	Electric	\$1,134.03
137281	Dakota Supply Group	C275641	LED DECORATIVE 32W R	600	Electric	\$44,227.17
137281	Dakota Supply Group	C271389	LED DECORATIVE 64W SI	600	Electric	\$22,932.00
137281	Dakota Supply Group	C262557	Parts / Supplies	600	Electric	\$108.00
137281	Dakota Supply Group	C260924	Parts / Supplies	600	Electric	\$957.60
137281	Dakota Supply Group	C249148	Parts / Supplies	600	Electric	\$324.00
137281	Dakota Supply Group	C233996	POLE, BLADE STEEL, DE	600	Electric	\$1,675.39
137281	Dakota Supply Group	C232977	LED COBRA 215W	600	Electric	\$8,565.40
137281	Dakota Supply Group	C232976	POLE, BLADE STEEL, DE	600	Electric	\$12,335.10
137281	Dakota Supply Group	C218498	Parts / Supplies	600	Electric	\$108.00
137281	Dakota Supply Group	C193467	LED COBRA 160W	600	Electric	\$5,507.80
137281	Dakota Supply Group	C216627	Parts / Supplies	600	Electric	\$416.00
137283	Interstate Power Systems, I	R001113943 01	Generator Repair	600	Electric	\$1,922.21
137284	Leone's Building Service	77085	July 2016 Cleaning Svc	600	Electric	\$180.32
137287	Metro General Services	21294	Manhole Repairs	600	Electric	\$1,610.00
137294	Shades of Green Landscapi	22416	Repair 3842 122nd Ave	600	Electric	\$1,151.49

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137296	Stuart C Irby Co	S009685223.001	HELIXES, POWER ANCH	600	Electric	\$528.18
137296	Stuart C Irby Co	S009685223.001	ROD, 3/4" X 7" FOR POWE	600	Electric	\$405.91
137296	Stuart C Irby Co	S009685223.002	DEADENDS,MA BELL 3/8"	600	Electric	\$1,417.17
137296	Stuart C Irby Co	S009685223.002	SPLICE, AUTOMATIC	600	Electric	\$659.95
137301	Delta Dental	DEFPP14 2016	Dental Premium- Flex	600	Electric	\$255.51
137301	Delta Dental	DEFPP15 2016	Dental Premium- Flex	600	Electric	\$263.22
137302	Sun Life Financial	LIFPP15 2016	Life Ins	600	Electric	\$37.20
137302	Sun Life Financial	LIFPP14 2016	Life Ins	600	Electric	\$0.77
137302	Sun Life Financial	LIFPP14 2016	Life Ins	600	Electric	\$3.93
137302	Sun Life Financial	LIFPP14 2016	Life Ins	600	Electric	\$1.70
137302	Sun Life Financial	LIFPP15 2016	Life Ins	600	Electric	\$3.25
137302	Sun Life Financial	LIFPP14 2016	Life Ins	600	Electric	\$3.04
137302	Sun Life Financial	LIFPP14 2016	Life Ins	600	Electric	\$0.07
137302	Sun Life Financial	LIFPP14 2016	Life Ins	600	Electric	\$0.07
137302	Sun Life Financial	LIFPP15 2016	Life Ins	600	Electric	\$0.22
137302	Sun Life Financial	LIFPP15 2016	Life Ins	600	Electric	\$2.87
137302	Sun Life Financial	LIFPP15 2016	Life Ins	600	Electric	\$2.49
137302	Sun Life Financial	LIFPP15 2016	Life Ins	600	Electric	\$0.08
137302	Sun Life Financial	LIFPP15 2016	Life Ins	600	Electric	\$0.77
137302	Sun Life Financial	LIFPP14 2016	Life Ins	600	Electric	\$37.20
137302	Sun Life Financial	LIFPP14 2016	Life Ins	600	Electric	\$2.31
137302	Sun Life Financial	LIFPP15 2016	Life Ins	600	Electric	(\$1.66)
137302	Sun Life Financial	LIFPP15 2016	Life Ins	600	Electric	\$3.87
137457	MN Office of Enterprise Tec	W16040665	State Phones	600	Electric	\$44.40
137457	MN Office of Enterprise Tec	W16040665	State Phones	600	Electric	\$11.10
137457	MN Office of Enterprise Tec	W16040665	State Phones	600	Electric	\$341.03
137457	MN Office of Enterprise Tec	W16050668	State Phones	600	Electric	\$76.95
137457	MN Office of Enterprise Tec	W16050668	State Phones	600	Electric	\$615.57
137457	MN Office of Enterprise Tec	W16050668	State Phones	600	Electric	\$19.24
Fund Total						\$177,322.41
137278	CenturyLink	612E340135 Jul	Communications	601	Water	\$70.54
137278	CenturyLink	612E340312 Jul	Communications	601	Water	\$92.28
137278	CenturyLink	612E340317 Jul	Communications	601	Water	\$117.00

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137278	CenturyLink	612E348047 Jul	Communications	601	Water \$68.40
137278	CenturyLink	7634211903 Jul 1	Communications	601	Water \$10.15
137301	Delta Dental	DEFPP15 2016	Dental Premium- Flex	601	Water \$17.24
137301	Delta Dental	DEFPP14 2016	Dental Premium- Flex	601	Water \$17.24
137302	Sun Life Financial	LIFPP15 2016	Life Ins	601	Water \$2.64
137302	Sun Life Financial	LIFPP15 2016	Life Ins	601	Water \$7.61
137302	Sun Life Financial	LIFPP14 2016	Life Ins	601	Water \$2.48
137302	Sun Life Financial	LIFPP14 2016	Life Ins	601	Water \$8.46
137453	Crow River Farm Equip Co	179032	Supplies	601	Water \$102.72
137456	Menard Cashway Lumber	17001	Vinegar - Cleaner	601	Water \$24.80
137456	Menard Cashway Lumber	17943	Parts / Supplies	601	Water \$27.11
137457	MN Office of Enterprise Tec	W16050668	State Phones	601	Water \$19.24
137457	MN Office of Enterprise Tec	W16040665	State Phones	601	Water \$11.10
137459	Verizon Wireless	9768037905	Communications	601	Water \$70.02
<i>Fund Total</i>					\$669.03
137278	CenturyLink	612E340117 Jul	Communications	602	Sewer Treatment \$68.40
137278	CenturyLink	612E340287 Jul	Communications	602	Sewer Treatment \$392.79
137278	CenturyLink	612E340312 Jul	Communications	602	Sewer Treatment \$92.27
137278	CenturyLink	612E348001 Jul	Communications	602	Sewer Treatment \$8.40
137278	CenturyLink	7634211903 Jul 1	Communications	602	Sewer Treatment \$10.15
137278	CenturyLink	612E340101 Jul	Communications	602	Sewer Treatment \$68.40
137278	CenturyLink	612E340090 Jul	Communications	602	Sewer Treatment \$68.40
137284	Leone's Building Service	77085	July 2016 Cleaning Svc	602	Sewer Treatment \$180.31
137301	Delta Dental	DEFPP14 2016	Dental Premium- Flex	602	Sewer Treatment \$17.24
137301	Delta Dental	DEFPP15 2016	Dental Premium- Flex	602	Sewer Treatment \$17.24
137302	Sun Life Financial	LIFPP15 2016	Life Ins	602	Sewer Treatment \$2.30
137302	Sun Life Financial	LIFPP15 2016	Life Ins	602	Sewer Treatment \$7.61
137302	Sun Life Financial	LIFPP14 2016	Life Ins	602	Sewer Treatment \$2.56
137302	Sun Life Financial	LIFPP14 2016	Life Ins	602	Sewer Treatment \$7.61
137456	Menard Cashway Lumber	16693	Pressure Washer Parts	602	Sewer Treatment \$39.99
137457	MN Office of Enterprise Tec	W16050668	State Phones	602	Sewer Treatment \$19.24
137457	MN Office of Enterprise Tec	W16040665	State Phones	602	Sewer Treatment \$11.10
<i>Fund Total</i>					\$1,014.01

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137301	Delta Dental	DEFPP15 2016	Dental Premium- Flex	603	Storm Water	\$4.67
137302	Sun Life Financial	LIFPP15 2016	Life Ins	603	Storm Water	\$1.55
137302	Sun Life Financial	LIFPP15 2016	Life Ins	603	Storm Water	\$0.35
						\$6.57
<i>Fund Total</i>						
137278	CenturyLink	7634213070 Jul 1	Communications	609	Liquor Stores	\$59.66
137285	Liberty Comfort Systems, In	59634	Svc Cooler	609	Liquor Stores	\$869.95
137285	Liberty Comfort Systems, In	59426	Svc Fan Motor in Cooler	609	Liquor Stores	\$450.00
137291	Paustis & Sons	8553893-IN	Merchandise for Resale	609	Liquor Stores	\$194.00
137291	Paustis & Sons	8553893-IN	Merchandise for Resale	609	Liquor Stores	\$4.50
137295	Southern Wine & Spirits of	9056691 A	Merchandise for Resale	609	Liquor Stores	\$33.75
137295	Southern Wine & Spirits of	9058349 A	Merchandise for Resale	609	Liquor Stores	\$2.25
137295	Southern Wine & Spirits of	9041278 A	Merchandise for Resale	609	Liquor Stores	\$90.00
137295	Southern Wine & Spirits of	9051495 A	Merchandise for Resale	609	Liquor Stores	\$116.95
137295	Southern Wine & Spirits of	9070753 A	Merchandise for Resale	609	Liquor Stores	\$208.00
137301	Delta Dental	DEFPP14 2016	Dental Premium- Flex	609	Liquor Stores	\$159.70
137301	Delta Dental	DEFPP15 2016	Dental Premium- Flex	609	Liquor Stores	\$159.93
137302	Sun Life Financial	LIFPP15 2016	Life Ins	609	Liquor Stores	\$1.56
137302	Sun Life Financial	LIFPP14 2016	Life Ins	609	Liquor Stores	\$1.53
137302	Sun Life Financial	LIFPP14 2016	Life Ins	609	Liquor Stores	\$1.55
137302	Sun Life Financial	LIFPP15 2016	Life Ins	609	Liquor Stores	\$1.53
137457	MN Office of Enterprise Tec	W16050668	State Phones	609	Liquor Stores	\$64.46
137457	MN Office of Enterprise Tec	W16040665	State Phones	609	Liquor Stores	\$37.80
137457	MN Office of Enterprise Tec	W16050668	State Phones	609	Liquor Stores	\$64.46
137457	MN Office of Enterprise Tec	W16040665	State Phones	609	Liquor Stores	\$37.80
						\$2,559.38
<i>Fund Total</i>						
137301	Delta Dental	DEFPP15 2016	Dental Premium- Flex	614	Golf	\$17.64
137301	Delta Dental	DEFPP14 2016	Dental Premium- Flex	614	Golf	\$17.64
137302	Sun Life Financial	LIFPP15 2016	Life Ins	614	Golf	\$0.19
137302	Sun Life Financial	LIFPP15 2016	Life Ins	614	Golf	\$2.31
137302	Sun Life Financial	LIFPP15 2016	Life Ins	614	Golf	\$33.43
137302	Sun Life Financial	LIFPP14 2016	Life Ins	614	Golf	\$2.30
137302	Sun Life Financial	LIFPP14 2016	Life Ins	614	Golf	\$0.19
137302	Sun Life Financial	LIFPP14 2016	Life Ins	614	Golf	\$33.43

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137457	MN Office of Enterprise Tec	W16050668	State Phones	614	Golf	\$3.85
137457	MN Office of Enterprise Tec	W16050668	State Phones	614	Golf	\$64.13
137457	MN Office of Enterprise Tec	W16040665	State Phones	614	Golf	\$2.22
137457	MN Office of Enterprise Tec	W16040665	State Phones	614	Golf	\$37.00
Fund Total						\$214.33
137302	Sun Life Financial	LIFPP15 2016	Life Ins	617	Recycling	\$0.26
137302	Sun Life Financial	LIFPP14 2016	Life Ins	617	Recycling	\$0.27
137302	Sun Life Financial	LIFPP15 2016	Life Ins	617	Recycling	\$3.44
137302	Sun Life Financial	LIFPP14 2016	Life Ins	617	Recycling	\$3.44
Fund Total						\$7.41
137278	CenturyLink	7634211903 Jul 1	Communications	701	Vehicle Maintenance	\$10.15
137278	CenturyLink	612E340312 Jul	Communications	701	Vehicle Maintenance	\$92.28
137280	Cintas	470773135	Mats / Misc	701	Vehicle Maintenance	\$85.34
137301	Delta Dental	DEFPP15 2016	Dental Premium- Flex	701	Vehicle Maintenance	\$25.37
137301	Delta Dental	DEFPP14 2016	Dental Premium- Flex	701	Vehicle Maintenance	\$25.37
137302	Sun Life Financial	LIFPP14 2016	Life Ins	701	Vehicle Maintenance	\$1.12
137302	Sun Life Financial	LIFPP14 2016	Life Ins	701	Vehicle Maintenance	\$10.86
137302	Sun Life Financial	LIFPP15 2016	Life Ins	701	Vehicle Maintenance	\$10.86
137302	Sun Life Financial	LIFPP15 2016	Life Ins	701	Vehicle Maintenance	\$1.12
137460	Warning Systems Inc,	3126	Replace Sensor #415	701	Vehicle Maintenance	\$14.50
137460	Warning Systems Inc,	3125	Replace Switch #473	701	Vehicle Maintenance	\$21.50
137460	Warning Systems Inc,	3124	Push Bumper #416	701	Vehicle Maintenance	\$190.50
Fund Total						\$488.97
137301	Delta Dental	DEFPP15 2016	Dental Premium- Flex	830	HRA	\$46.70
137301	Delta Dental	DEFPP14 2016	Dental Premium- Flex	830	HRA	\$46.70
137302	Sun Life Financial	LIFPP14 2016	Life Ins	830	HRA	\$5.40
137302	Sun Life Financial	LIFPP14 2016	Life Ins	830	HRA	\$0.77
137302	Sun Life Financial	LIFPP15 2016	Life Ins	830	HRA	\$5.40
137302	Sun Life Financial	LIFPP15 2016	Life Ins	830	HRA	\$0.77
Fund Total						\$105.74
137301	Delta Dental	DEFPP15 2016	Dental Premium- Flex	980	Payroll Clearing	\$225.70
137302	Sun Life Financial	LIFPP15 2016	Life Ins	980	Payroll Clearing	\$9.38
Fund Total						\$235.08

**Paid Bill List for Ratification
Bill List for August 1, 2016**

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
			<i>Grand Total</i>		\$209,337.56

PAYROLL

PP 15

BILL LIST DATE 08/01/16

GROSS PAYROLL - REG	\$377,435.58
LESS EMPLOYEE SHARE OF BENEFITS	<u>(\$2,225.00)</u>
	\$375,210.58
EMPLOYER SHARE HEALTH INSURANCE	\$23,623.00
EMPLOYER SHARE FICA & MEDICARE	\$22,089.26
EMPLOYER SHARE PERA	<u>\$31,711.15</u>
	\$77,423.41
TOTAL PAYROLL	\$452,633.99

Bill List for August 1, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137338	Angela Jacobe	07/25/2016	Refund of Swim Lessons	101 General Fund	\$54.00
137340	Anoka Co Central Comm	2016-274	2016 2nd Qtr State Access Fe	101 General Fund	\$630.00
137340	Anoka Co Central Comm	2016-284	June 2016 Wireless Internet	101 General Fund	\$559.21
137345	Awer Joaj	07/22/2016	Shelter Rent Refund	101 General Fund	\$75.00
137347	Ben Meadows	SI02687708	Clothing - J Tri	101 General Fund	\$251.99
137348	Benefit Extras, Inc	68336	Monthly Cobra	101 General Fund	\$72.75
137355	Center Point Energy	80000141517 Jul 16	Gas Utility	101 General Fund	\$46.48
137355	Center Point Energy	80000141517 Jul 16	Gas Utility	101 General Fund	\$92.26
137355	Center Point Energy	80000141517 Jul 16	Gas Utility	101 General Fund	\$44.43
137355	Center Point Energy	80000141517 Jul 16	Gas Utility	101 General Fund	\$4,163.93
137355	Center Point Energy	80000141517 Jul 16	Gas Utility	101 General Fund	\$303.24
137355	Center Point Energy	80000141517 Jul 16	Gas Utility	101 General Fund	\$29.57
137355	Center Point Energy	80000141517 Jul 16	Gas Utility	101 General Fund	\$388.38
137355	Center Point Energy	80000141517 Jul 16	Gas Utility	101 General Fund	\$29.57
137355	Center Point Energy	80000141517 Jul 16	Gas Utility	101 General Fund	\$204.91
137356	Central Irrigation Supply	6050386-00	Parts / Supplies	101 General Fund	\$1,257.27
137357	CenturyLink	7633233651 Jul 16	Communications	101 General Fund	\$51.76
137357	CenturyLink	7633230326 Jul 201	Communications	101 General Fund	\$20.26
137357	CenturyLink	7633230326 Jul 201	Communications	101 General Fund	\$20.27
137357	CenturyLink	7633231091 Jul 16	Communications	101 General Fund	\$204.33
137358	Cintas	470776323	Uniforms	101 General Fund	\$9.22
137358	Cintas	470780367	Mats	101 General Fund	\$129.51
137358	Cintas	470779532	Mats	101 General Fund	\$41.80
137358	Cintas	470779530	Mats	101 General Fund	\$139.02
137358	Cintas	470779528	Uniforms	101 General Fund	\$9.22
137358	Cintas	470779528	Uniforms	101 General Fund	\$59.45
137358	Cintas	470777160	Mats	101 General Fund	\$129.51
137358	Cintas	470776327	Mats	101 General Fund	\$41.80
137358	Cintas	470776325	Mats	101 General Fund	\$139.02
137358	Cintas	470776323	Uniforms	101 General Fund	\$57.40
137360	City of Minneapolis	400451000240	Jun 2016 APS Trans Fees	101 General Fund	\$1,215.90
137362	Comcast	0226193 July 2016	Cable / Internet	101 General Fund	\$215.34
137363	Commercial Asphalt Co	160715	Dura Drive	101 General Fund	\$110.55
137365	Culligan	11400548305-1 CM	Bottled Water	101 General Fund	(\$102.73)
137365	Culligan	114X58581006	Bottled Water	101 General Fund	\$379.13

Bill List for August 1, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137366	Cutters Choice	6948	August 2016 Lawn Care	101	General Fund \$500.00
137371	Dex Media East LLC	110095703 Jul 16	NW Suburban Yellow Pgs	101	General Fund \$17.50
137372	Dusty's Drain Cleaning	07/21/2016	Permit Refund	101	General Fund \$40.00
137373	Earl F. Andersen, Inc	0111609-IN	Straping	101	General Fund \$179.50
137374	ECM Publishers	378789	Personnel - Security Officer	101	General Fund \$343.35
137374	ECM Publishers	375998	Personnel - Streets	101	General Fund \$219.60
137374	ECM Publishers	375617	Ord 2016-1641	101	General Fund \$107.50
137374	ECM Publishers	375616	Res 2016-1640	101	General Fund \$112.88
137378	Frattallone's Hardware St	026927/J	Parts / Supplies	101	General Fund \$87.96
137380	Gempler's, Inc.	SI02664016	Clothing - B Finney	101	General Fund \$32.85
137382	Grainger	9163185854	Parts / Supplies	101	General Fund \$226.08
137382	Grainger	9158629387	Parts	101	General Fund \$332.82
137382	Grainger	9158377094	Run Capacitors	101	General Fund \$23.84
137387	Hawkins & Baumgartner,	07/08/2016	June 2016 Legal Svc	101	General Fund \$2,724.03
137391	Innovative Office Solutio	IN1248313	Supplies	101	General Fund \$110.56
137391	Innovative Office Solutio	IN1248313	Supplies	101	General Fund \$134.36
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	101	General Fund \$50.84
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	101	General Fund \$149.53
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	101	General Fund \$24.51
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	101	General Fund \$70.12
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	101	General Fund \$47.24
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	101	General Fund \$24.97
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	101	General Fund \$34.06
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	101	General Fund \$729.72
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	101	General Fund \$37.74
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	101	General Fund \$28.89
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	101	General Fund \$104.29
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	101	General Fund \$28.75
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	101	General Fund \$18.66
137410	Marco, Inc	INV3449401	Copiers	101	General Fund \$83.53
137410	Marco, Inc	INV3449401	Copiers	101	General Fund \$37.25
137410	Marco, Inc	INV3449401	Copiers	101	General Fund \$289.30
137410	Marco, Inc	INV3449401	Copiers	101	General Fund \$67.78
137410	Marco, Inc	INV3449401	Copiers	101	General Fund \$61.42
137410	Marco, Inc	INV3449401	Copiers	101	General Fund \$385.70

Bill List for August 1, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137410	Marco, Inc	INV3449401	Copiers	101	General Fund \$78.24
137410	Marco, Inc	INV3449401	Copiers	101	General Fund \$7.33
137410	Marco, Inc	INV3449401	Copiers	101	General Fund \$50.61
137411	Mary Jo Davich	07/22/2016	Refund of Swim Lessons	101	General Fund \$32.00
137412	Menard Cashway Lumbe	22135	Parts / Supplies	101	General Fund \$39.25
137412	Menard Cashway Lumbe	21870-1	Parts / Supplies	101	General Fund \$12.50
137412	Menard Cashway Lumbe	22152	Parts / Supplies	101	General Fund \$5.88
137412	Menard Cashway Lumbe	21729	Parts / Supplies	101	General Fund \$12.36
137415	MN Dept of Employment	10674511	2nd Qtr 2016 Unemployment	101	General Fund \$179.49
137415	MN Dept of Employment	10674511	2nd Qtr 2016 Unemployment	101	General Fund \$3,340.00
137415	MN Dept of Employment	10674511	2nd Qtr 2016 Unemployment	101	General Fund \$739.00
137417	MN Office of Enterprise	W16060677	State Phones	101	General Fund \$37.05
137417	MN Office of Enterprise	W16060677	State Phones	101	General Fund \$25.65
137417	MN Office of Enterprise	W16060677	State Phones	101	General Fund \$21.80
137417	MN Office of Enterprise	W16060677	State Phones	101	General Fund \$76.95
137417	MN Office of Enterprise	W16060677	State Phones	101	General Fund \$25.65
137417	MN Office of Enterprise	W16060677	State Phones	101	General Fund \$19.24
137417	MN Office of Enterprise	W16060677	State Phones	101	General Fund \$64.13
137417	MN Office of Enterprise	W16060677	State Phones	101	General Fund \$25.65
137419	Nicole Page	07/18/2016	Refund Registration	101	General Fund \$54.00
137423	Northern Sanitary Supply	181489	Supplies	101	General Fund \$342.80
137423	Northern Sanitary Supply	181393	Supplies	101	General Fund \$28.40
137423	Northern Sanitary Supply	181489	Supplies	101	General Fund \$342.80
137426	Pesticide Safety & Enviro	07/14/2016	Recert of Pesticide License	101	General Fund \$700.00
137429	Presto Graphics	56111	Celebrate Anoka Brochure	101	General Fund \$263.36
137436	Safety Signs	161791	Traffic Control Signs	101	General Fund \$1,159.92
137437	Samantha Thum	07/19/2016	Refund Overpayment	101	General Fund \$6.00
137439	Short Elliott Hendrickson	318178	Water System Modeling	101	General Fund \$1,907.49
137442	Ted Hagfors	1609	Electrical Inspections	101	General Fund \$1,376.00
137445	TimeSaver Off Site Sec.	M22242	7/6/16 Planning Commission	101	General Fund \$146.65
137445	TimeSaver Off Site Sec.	M22240	6/27/16 Council Meeting	101	General Fund \$236.50
137445	TimeSaver Off Site Sec.	M22241	7/5/16 Council Meeting	101	General Fund \$172.25
137448	Vista Outdoor Sales LLC	INV00392197	Supplies	101	General Fund \$8,701.36
137452	Zee Medical Service	54121338	Supplies	101	General Fund \$59.40
<i>Fund Total</i>					\$38,830.59

Bill List for August 1, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137398	Jared Edward Lee	07/27/2016	Return Forfeiture	210	Police Forfeitur \$4,438.78
					\$4,438.78
					<i>Fund Total</i>
137394	Irina Krasnenkova	07/22/2016	Overpmt of Cemetery Marker	225	Cemetery \$50.00
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	225	Cemetery \$18.66
					\$68.66
					<i>Fund Total</i>
137381	GFC Industrial Floor Coa	07/14/2016	Anoka-Champlin Fire Dept	405	Building Impro \$75,097.60
137425	Oertel Architects	1 7/7/2016	Greenhaven Renovations	405	Building Impro \$25,031.32
137425	Oertel Architects	1 7/7/2016-1	Greenhaven Restrooms	405	Building Impro \$1,487.50
					\$101,616.42
					<i>Fund Total</i>
137432	Redstone Construction	Pay Est #10 SlabTn	Slab Town Street Renewal	415	Road Improve \$59,383.06
					\$59,383.06
					<i>Fund Total</i>
137351	Bolton & Menk, Inc	0191559	GreenHaven Pkwy	482	Greens of Ano \$28,962.66
137351	Bolton & Menk, Inc	0191560	TH 10 Anoka Solution	482	Greens of Ano \$6,393.50
					\$35,356.16
					<i>Fund Total</i>
137384	Great Northern Landscap	11396	Irrigation Installation	485	Enterprise Par \$2,740.00
137384	Great Northern Landscap	113800	Replace Plug Heads	485	Enterprise Par \$250.30
137403	Kimley-Horn & Assoc, In	7991689	2nd Ave Parking Lot	485	Enterprise Par \$3,760.35
					\$6,750.65
					<i>Fund Total</i>
137387	Hawkins & Baumgartner,	07/08/2016	June 2016 Legal Svc	487	South Ferry \$292.41
137422	Northern Construction	16864	Replace Siding/Trim	487	South Ferry \$500.52
					\$792.93
					<i>Fund Total</i>
137303	Misc Vendor	000201607276463	01-052200-01	600	Electric \$64.95
137304	Misc Vendor	000201607276464	01-500580-13	600	Electric \$47.92
137305	Misc Vendor	000201607276465	01-552400-09	600	Electric \$192.89
137306	Misc Vendor	000201607276466	04-171360-06	600	Electric \$82.25
137307	Misc Vendor	000201607276467	04-220430-09	600	Electric \$79.14
137308	Misc Vendor	000201607276468	04-222010-07	600	Electric \$31.29
137309	Misc Vendor	000201607276469	04-548080-03	600	Electric \$30.29
137310	Misc Vendor	000201607276470	11-723100-04	600	Electric \$68.72
137311	Misc Vendor	000201607276471	13-075540-14	600	Electric \$10.43
137312	Misc Vendor	000201607276472	13-144140-08	600	Electric \$10.53
137313	Misc Vendor	000201607276473	13-156610-01	600	Electric \$41.96
137314	Misc Vendor	000201607276474	13-274100-04	600	Electric \$55.49
137315	Misc Vendor	000201607276475	13-570810-03	600	Electric \$68.30
137316	Misc Vendor	000201607276476	13-575820-07	600	Electric \$67.38

Bill List for August 1, 2016**6.1**

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<i>Check # Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137317 Misc Vendor	000201607276477	13-575990-04	600 Electric	\$20.21
137318 Misc Vendor	000201607276478	13-627350-05	600 Electric	\$29.50
137319 Misc Vendor	000201607276479	13-628560-06	600 Electric	\$39.67
137320 Misc Vendor	000201607276480	13-628640-05	600 Electric	\$49.77
137321 Misc Vendor	000201607276481	13-710360-01	600 Electric	\$77.85
137322 Misc Vendor	000201607276482	13-711360-05	600 Electric	\$93.72
137323 Misc Vendor	000201607276483	13-721210-05	600 Electric	\$64.13
137324 Misc Vendor	000201607276484	13-721410-01	600 Electric	\$77.87
137325 Misc Vendor	000201607276485	13-721600-10	600 Electric	\$109.75
137326 Misc Vendor	000201607276486	13-721770-03	600 Electric	\$68.98
137327 Misc Vendor	000201607276487	13-721830-04	600 Electric	\$73.28
137328 Misc Vendor	000201607276488	13-725190-08	600 Electric	\$32.51
137329 Misc Vendor	000201607276489	13-725830-04	600 Electric	\$66.53
137330 Misc Vendor	000201607276490	13-727100-03	600 Electric	\$14.58
137331 Misc Vendor	000201607276491	21-341900-10	600 Electric	\$45.03
137332 Misc Vendor	000201607276492	21-387800-02	600 Electric	\$28.58
137333 Misc Vendor	000201607276493	21-603600-05	600 Electric	\$67.59
137334 ABM Equipment & Suppl	0148219-IN	Repair Versalift	600 Electric	\$606.58
137336 Always Bright Lights	550	Repair - 3731 Rum River Dr	600 Electric	\$360.00
137344 Avenet, LLC	39110	AMU Website 08/16 - 07/17	600 Electric	\$550.00
137352 Border State Electric Sup	911588235	WIRE #10 THHN	600 Electric	\$73.40
137352 Border State Electric Sup	911573651	WIRE #10 THHN	600 Electric	\$73.40
137352 Border State Electric Sup	911473286	Parts / Supplies	600 Electric	\$30.00
137352 Border State Electric Sup	911588235	WIRE #10 THHN	600 Electric	\$48.00
137352 Border State Electric Sup	911588235	WIRE #10 THHN	600 Electric	\$73.40
137352 Border State Electric Sup	911588234	CABLE, #2, SOL. AL. 15KV U	600 Electric	\$26,827.66
137352 Border State Electric Sup	911588234	CABLE,500 CU,15 KV	600 Electric	\$64,361.05
137352 Border State Electric Sup	911588235	WIRE #10 THHN	600 Electric	\$73.40
137352 Border State Electric Sup	911588235	WIRE #10 THHN	600 Electric	\$73.40
137352 Border State Electric Sup	911588235	WIRE #10 THHN	600 Electric	\$73.40
137352 Border State Electric Sup	911588235	WIRE #10 THHN	600 Electric	\$73.40
137352 Border State Electric Sup	911588235	WIRE #10 THHN	600 Electric	\$88.10
137355 Center Point Energy	80000141517 Jul 16	Gas Utility	600 Electric	\$148.13
137358 Cintas	470776322	Uniforms	600 Electric	\$138.98
137358 Cintas	470779527	Uniforms	600 Electric	\$136.93
137369 Dakota Supply Group	C261414	Supplies	600 Electric	\$208.00

Bill List for August 1, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
137374	ECM Publishers	375618	Ord 2016-1642	600	Electric	\$53.75
137376	Ess Brothers & Sons Inc	VV3518	Electric Lids	600	Electric	\$2,333.00
137382	Grainger	9162962972	Rain Gear	600	Electric	\$1,047.96
137385	Great River Energy	U1606A235	Mapping Svcs	600	Electric	\$3,360.72
137386	Hall's Safety Equipment	0716-0148	Safety Strap	600	Electric	\$564.45
137387	Hawkins & Baumgartner,	07/08/2016	June 2016 Legal Svc	600	Electric	\$61.56
137390	Impact	115193	Mail Prep - Jun 2016	600	Electric	\$6,575.08
137392	Interstate All Battery Cen	1901201004846	Batteries	600	Electric	\$127.47
137395	J.H. Larson Electric Com	S101246604.001	CONNECTOR - ROMEX 2 SC	600	Electric	\$5.15
137395	J.H. Larson Electric Com	S101246604.001	CONNECTOR - MC CABLE -	600	Electric	\$21.95
137395	J.H. Larson Electric Com	S101246604.001	METAL CLAD CABLE 12/3 W	600	Electric	\$114.10
137402	Jordan Drilling Solutions,	5595	Directional Bore	600	Electric	\$6,146.25
137402	Jordan Drilling Solutions,	5592	Directional Bores	600	Electric	\$12,762.50
137402	Jordan Drilling Solutions,	5601	Directional Bore	600	Electric	\$18,050.00
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	600	Electric	\$290.90
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	600	Electric	\$60.84
137410	Marco, Inc	INV3449401	Copiers	600	Electric	\$9.22
137410	Marco, Inc	INV3449401	Copiers	600	Electric	\$0.70
137412	Menard Cashway Lumbe	22220	BREAKER 2 POLE 50 AMP	600	Electric	\$47.64
137412	Menard Cashway Lumbe	21745	Parts / Supplies	600	Electric	\$35.91
137412	Menard Cashway Lumbe	21739	RECEPTACLE - GROUND F	600	Electric	\$91.92
137412	Menard Cashway Lumbe	22220	BOXES - BELL - WP 1 GANG	600	Electric	\$8.54
137417	MN Office of Enterprise	W16060677	State Phones	600	Electric	\$76.95
137417	MN Office of Enterprise	W16060677	State Phones	600	Electric	\$615.57
137417	MN Office of Enterprise	W16060677	State Phones	600	Electric	\$19.24
137434	Resco	651046-00	WIRE,#2, TRIPLEX 600V	600	Electric	\$1,162.69
137440	Shred-it	9411418629	On Site Svc	600	Electric	\$34.80
137446	Todd's Lawn & Garden	14248	Champlin Substation Mowing	600	Electric	\$162.50
137447	USIC Locating Services,	188253	June 2016 Locating Svv	600	Electric	\$5,951.26
137451	Wilson Bohannan Comp	0131716-IN	Padlocks	600	Electric	\$919.53
Fund Total						\$156,467.07
137355	Center Point Energy	80000141517 Jul 16	Gas Utility	601	Water	\$311.62
137358	Cintas	470773133	Uniforms	601	Water	\$106.20
137377	Fastenal Company	MNTC8142481	Parts / Supplies	601	Water	\$81.56
137387	Hawkins & Baumgartner,	07/08/2016	June 2016 Legal Svc	601	Water	\$215.46

Bill List for August 1, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
137388	Hawkins Water Treatme	3916943	Chemicals	601	Water	\$1,932.98
137397	J.P Schmitz Construction	07/15/2016	Repair Water Valve	601	Water	\$2,600.00
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	601	Water	\$79.69
137406	Lockridge Grindal Nauen	80463	Wells 1 and 2	601	Water	\$769.50
137412	Menard Cashway Lumbe	21850	Parts / Supplies	601	Water	\$5.99
137412	Menard Cashway Lumbe	21778	Parts / Supplies	601	Water	\$22.42
137412	Menard Cashway Lumbe	21570	Parts / Supplies	601	Water	\$112.85
137417	MN Office of Enterprise	W16060677	State Phones	601	Water	\$19.24
137439	Short Elliott Hendrickson	318270	2016 Antenna Projects	601	Water	\$304.28
137439	Short Elliott Hendrickson	318269	2014 Antenna Projects	601	Water	\$587.69
137447	USIC Locating Services,	188250	Jun 2016 Locating Svc	601	Water	\$1,609.18
137450	Water Laboratories Inc	12360	Collform Only	601	Water	\$150.00
Fund Total						\$8,908.66
137355	Center Point Energy	80000141517 Jul 16	Gas Utility	602	Sewer Treatm	\$29.57
137358	Cintas	470776324	Uniforms	602	Sewer Treatm	\$106.20
137393	Interstate Disposal	7571	Hauling 7/12/16	602	Sewer Treatm	\$357.09
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	602	Sewer Treatm	\$29.90
137412	Menard Cashway Lumbe	22391	Coiled Handset	602	Sewer Treatm	\$17.75
137412	Menard Cashway Lumbe	21549	Railroad Pick	602	Sewer Treatm	\$10.98
137414	Metro Council Environme	0001057481	Waste Water Svc Aug 2016	602	Sewer Treatm	\$114,320.72
137417	MN Office of Enterprise	W16060677	State Phones	602	Sewer Treatm	\$19.24
137447	USIC Locating Services,	188250	Jun 2016 Locating Svc	602	Sewer Treatm	\$1,609.17
Fund Total						\$116,500.62
137342	Aramark	1718507630	Mats / Misc	609	Liquor Stores	\$116.07
137342	Aramark	1718507232	Mats / Misc	609	Liquor Stores	\$53.99
137346	Bellboy Corporation	54432300	Merchandise for Resale	609	Liquor Stores	\$10.85
137346	Bellboy Corporation	54432400	Merchandise for Resale	609	Liquor Stores	\$6.20
137346	Bellboy Corporation	54432300	Merchandise for Resale	609	Liquor Stores	\$933.40
137346	Bellboy Corporation	94247100	Merchandise for Resale	609	Liquor Stores	\$83.35
137346	Bellboy Corporation	54403200	Merchandise for Resale	609	Liquor Stores	\$82.75
137346	Bellboy Corporation	54432400	Merchandise for Resale	609	Liquor Stores	\$449.78
137349	Bernick's	307976	Merchandise for Resale	609	Liquor Stores	\$98.50
137349	Bernick's	307975	Merchandise for Resale	609	Liquor Stores	\$86.80
137349	Bernick's	6446 CM	Merchandise for Resale	609	Liquor Stores	(\$98.80)
137353	Breakthru Beverage Min	1080496132	Merchandise for Resale	609	Liquor Stores	\$265.82

Bill List for August 1, 2016

Check #	Vendor Alpha Name	Invoice #	Description	Fund	Amount
137353	Breakthru Beverage Min	1080499406	Merchandise for Resale	609	Liquor Stores \$374.66
137353	Breakthru Beverage Min	1080499405	Merchandise for Resale	609	Liquor Stores \$637.94
137353	Breakthru Beverage Min	1080496035	Merchandise for Resale	609	Liquor Stores \$763.60
137353	Breakthru Beverage Min	1080499339	Merchandise for Resale	609	Liquor Stores \$20.00
137353	Breakthru Beverage Min	1080499338	Merchandise for Resale	609	Liquor Stores \$56.00
137353	Breakthru Beverage Min	1080499340	Merchandise for Resale	609	Liquor Stores \$883.33
137353	Breakthru Beverage Min	1080499339	Merchandise for Resale	609	Liquor Stores \$1,938.05
137355	Center Point Energy	80000141517 Jul 16	Gas Utility	609	Liquor Stores \$33.15
137355	Center Point Energy	80000141517 Jul 16	Gas Utility	609	Liquor Stores \$53.35
137361	Coca-Cola Bottling Comp	0108215129	Merchandise for Resale	609	Liquor Stores \$345.24
137361	Coca-Cola Bottling Comp	0108207922	Merchandise for Resale	609	Liquor Stores \$207.20
137362	Comcast	0231342 July 2016	Internet	609	Liquor Stores \$110.75
137367	Dahlheimer Beverage, L	1207873 CM	Merchandise for Resale	609	Liquor Stores (\$92.00)
137367	Dahlheimer Beverage, L	1207855	Merchandise for Resale	609	Liquor Stores \$1,031.25
137367	Dahlheimer Beverage, L	1207826	Merchandise for Resale	609	Liquor Stores \$236.00
137367	Dahlheimer Beverage, L	1207906	Merchandise for Resale	609	Liquor Stores \$715.00
137367	Dahlheimer Beverage, L	1207818 CM	Merchandise for Resale	609	Liquor Stores (\$101.20)
137367	Dahlheimer Beverage, L	1207827	Merchandise for Resale	609	Liquor Stores \$220.00
137367	Dahlheimer Beverage, L	129170	Merchandise for Resale	609	Liquor Stores \$7,577.03
137367	Dahlheimer Beverage, L	1207877	Merchandise for Resale	609	Liquor Stores \$2,853.45
137367	Dahlheimer Beverage, L	1207817	Merchandise for Resale	609	Liquor Stores \$4,915.77
137367	Dahlheimer Beverage, L	129110 CM	Merchandise for Resale	609	Liquor Stores (\$114.40)
137367	Dahlheimer Beverage, L	129137 CM	Merchandise for Resale	609	Liquor Stores (\$72.80)
137367	Dahlheimer Beverage, L	128708	Merchandise for Resale	609	Liquor Stores \$144.00
137367	Dahlheimer Beverage, L	128660	Merchandise for Resale	609	Liquor Stores \$45.00
137367	Dahlheimer Beverage, L	1207814	Merchandise for Resale	609	Liquor Stores \$7,039.40
137367	Dahlheimer Beverage, L	1207877	Merchandise for Resale	609	Liquor Stores \$306.00
137367	Dahlheimer Beverage, L	1207867 CM	Merchandise for Resale	609	Liquor Stores (\$103.80)
137374	ECM Publishers	385107	Better Value Advtsg	609	Liquor Stores \$244.12
137374	ECM Publishers	381951	Online Advtsg	609	Liquor Stores \$15.00
137374	ECM Publishers	381951	Online Advtsg	609	Liquor Stores \$15.00
137374	ECM Publishers	378790	Personnel - Liquor Clerks	609	Liquor Stores \$294.30
137374	ECM Publishers	378012	Better Value Advtsg	609	Liquor Stores \$244.12
137374	ECM Publishers	378012	Better Value Advtsg	609	Liquor Stores \$244.13
137374	ECM Publishers	385107	Better Value Advtsg	609	Liquor Stores \$244.13

Bill List for August 1, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137383	Granite City Jobbing Co.	14667	Merchandise for Resale	609	Liquor Stores \$58.67
137383	Granite City Jobbing Co.	14667	Merchandise for Resale	609	Liquor Stores \$48.30
137383	Granite City Jobbing Co.	14667	Merchandise for Resale	609	Liquor Stores \$1,740.11
137387	Hawkins & Baumgartner,	07/08/2016	June 2016 Legal Svc	609	Liquor Stores \$600.21
137389	Hohensteins Inc	836161	Merchandise for Resale	609	Liquor Stores \$184.00
137391	Innovative Office Solutio	IN1248313	Supplies	609	Liquor Stores \$6.27
137391	Innovative Office Solutio	IN1248313	Supplies	609	Liquor Stores \$6.28
137395	J.H. Larson Electric Com	S101248971.001	Circuit Breaker	609	Liquor Stores \$109.24
137396	J.J. Taylor Distributing C	2549611	Merchandise for Resale	609	Liquor Stores \$2,379.70
137396	J.J. Taylor Distributing C	2549612	Merchandise for Resale	609	Liquor Stores \$1,515.15
137396	J.J. Taylor Distributing C	2549640	Merchandise for Resale	609	Liquor Stores \$1,073.05
137396	J.J. Taylor Distributing C	2549653	Merchandise for Resale	609	Liquor Stores \$1,845.64
137399	Johnson Bros Liquor Co	5490746	Merchandise for Resale	609	Liquor Stores \$1,604.75
137399	Johnson Bros Liquor Co	5490748	Merchandise for Resale	609	Liquor Stores \$4,619.00
137399	Johnson Bros Liquor Co	5490749	Merchandise for Resale	609	Liquor Stores \$1,058.30
137399	Johnson Bros Liquor Co	5490348	Merchandise for Resale	609	Liquor Stores \$567.00
137399	Johnson Bros Liquor Co	5490750	Merchandise for Resale	609	Liquor Stores \$43.98
137399	Johnson Bros Liquor Co	581335 CM	Merchandise for Resale	609	Liquor Stores (\$41.40)
137399	Johnson Bros Liquor Co	581716 CM	Merchandise for Resale	609	Liquor Stores (\$19.54)
137399	Johnson Bros Liquor Co	581715 CM	Merchandise for Resale	609	Liquor Stores (\$15.39)
137399	Johnson Bros Liquor Co	5490745	Merchandise for Resale	609	Liquor Stores \$4,968.60
137399	Johnson Bros Liquor Co	5482891	Merchandise for Resale	609	Liquor Stores \$826.00
137399	Johnson Bros Liquor Co	5482892	Merchandise for Resale	609	Liquor Stores \$41.40
137399	Johnson Bros Liquor Co	5482894	Merchandise for Resale	609	Liquor Stores \$1,048.75
137399	Johnson Bros Liquor Co	5484393	Merchandise for Resale	609	Liquor Stores \$161.00
137399	Johnson Bros Liquor Co	581988 CM	Merchandise for Resale	609	Liquor Stores (\$81.00)
137399	Johnson Bros Liquor Co	581714 CM	Merchandise for Resale	609	Liquor Stores (\$30.00)
137399	Johnson Bros Liquor Co	581989 CM	Merchandise for Resale	609	Liquor Stores (\$64.30)
137399	Johnson Bros Liquor Co	5484395	Merchandise for Resale	609	Liquor Stores \$109.95
137399	Johnson Bros Liquor Co	5484396	Merchandise for Resale	609	Liquor Stores \$319.30
137399	Johnson Bros Liquor Co	5484397	Merchandise for Resale	609	Liquor Stores \$232.00
137399	Johnson Bros Liquor Co	5484398	Merchandise for Resale	609	Liquor Stores \$272.85
137399	Johnson Bros Liquor Co	5484399	Merchandise for Resale	609	Liquor Stores \$246.00
137399	Johnson Bros Liquor Co	5484400	Merchandise for Resale	609	Liquor Stores \$274.00
137399	Johnson Bros Liquor Co	5485932	Merchandise for Resale	609	Liquor Stores \$80.00

Bill List for August 1, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137399	Johnson Bros Liquor Co	5485933	Merchandise for Resale	609	Liquor Stores \$96.00
137399	Johnson Bros Liquor Co	580953 CM	Merchandise for Resale	609	Liquor Stores (\$38.85)
137399	Johnson Bros Liquor Co	5484394	Merchandise for Resale	609	Liquor Stores \$472.05
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	609	Liquor Stores \$41.04
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	609	Liquor Stores \$33.90
137407	M. Amundson LLP	220450	Merchandise for Resale	609	Liquor Stores \$58.50
137407	M. Amundson LLP	220450	Merchandise for Resale	609	Liquor Stores \$694.06
137407	M. Amundson LLP	220450	Merchandise for Resale	609	Liquor Stores \$32.32
137416	MN Municipal Bev. Asso	07/01/2016	Annual Dues	609	Liquor Stores \$1,350.00
137416	MN Municipal Bev. Asso	07/01/2016	Annual Dues	609	Liquor Stores \$1,350.00
137417	MN Office of Enterprise	W16060677	State Phones	609	Liquor Stores \$65.01
137417	MN Office of Enterprise	W16060677	State Phones	609	Liquor Stores \$65.01
137427	Phillips Wine & Spirits	2009550	Merchandise for Resale	609	Liquor Stores \$1,650.90
137427	Phillips Wine & Spirits	2009550	Merchandise for Resale	609	Liquor Stores \$34.50
137427	Phillips Wine & Spirits	2004256	Merchandise for Resale	609	Liquor Stores \$970.82
137427	Phillips Wine & Spirits	2009549	Merchandise for Resale	609	Liquor Stores \$157.15
137427	Phillips Wine & Spirits	2009548	Merchandise for Resale	609	Liquor Stores \$1,135.70
137427	Phillips Wine & Spirits	2009548	Merchandise for Resale	609	Liquor Stores \$345.00
137427	Phillips Wine & Spirits	2005179	Merchandise for Resale	609	Liquor Stores \$1,711.35
137427	Phillips Wine & Spirits	2005180	Merchandise for Resale	609	Liquor Stores \$261.80
137427	Phillips Wine & Spirits	2009547	Merchandise for Resale	609	Liquor Stores \$204.33
137427	Phillips Wine & Spirits	2004255	Merchandise for Resale	609	Liquor Stores \$1,221.95
137427	Phillips Wine & Spirits	241041 CM	Merchandise for Resale	609	Liquor Stores (\$48.00)
137427	Phillips Wine & Spirits	241411 CM	Merchandise for Resale	609	Liquor Stores (\$82.20)
137427	Phillips Wine & Spirits	241608 CM	Merchandise for Resale	609	Liquor Stores (\$128.00)
137435	RJM Distributing Inc.	IND011175	Merchandise for Resale	609	Liquor Stores \$24.00
137435	RJM Distributing Inc.	IND011176	Merchandise for Resale	609	Liquor Stores \$47.96
137438	Shamrock Group, Inc	2024329	Merchandise for Resale	609	Liquor Stores \$89.90
137438	Shamrock Group, Inc	2021187	Merchandise for Resale	609	Liquor Stores \$92.80
137438	Shamrock Group, Inc	2022994	Merchandise for Resale	609	Liquor Stores \$86.40
137438	Shamrock Group, Inc	2021189	Merchandise for Resale	609	Liquor Stores \$138.00
137438	Shamrock Group, Inc	2022994	Merchandise for Resale	609	Liquor Stores \$2.00
137438	Shamrock Group, Inc	2021187	Merchandise for Resale	609	Liquor Stores \$2.00
137438	Shamrock Group, Inc	2022992	Merchandise for Resale	609	Liquor Stores \$107.60
137441	Southern Wine & Spirits	1431182	Merchandise for Resale	609	Liquor Stores \$2,891.49

Bill List for August 1, 2016**6.1**

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137441	Southern Wine & Spirits	1431181	Merchandise for Resale	609	Liquor Stores \$620.00
137441	Southern Wine & Spirits	1431185	Merchandise for Resale	609	Liquor Stores \$144.00
137441	Southern Wine & Spirits	1431184	Merchandise for Resale	609	Liquor Stores \$696.00
137441	Southern Wine & Spirits	1431182	Merchandise for Resale	609	Liquor Stores \$0.00
137441	Southern Wine & Spirits	1431186	Merchandise for Resale	609	Liquor Stores \$2,113.09
137441	Southern Wine & Spirits	1428706	Merchandise for Resale	609	Liquor Stores \$1,502.18
137441	Southern Wine & Spirits	1428707	Merchandise for Resale	609	Liquor Stores \$1,459.91
137443	The Wine Company	430282-00	Merchandise for Resale	609	Liquor Stores \$136.00
137443	The Wine Company	430282-00	Merchandise for Resale	609	Liquor Stores \$5.00
137444	Thorpe Dist. Company	1108780	Merchandise for Resale	609	Liquor Stores \$5,026.70
137444	Thorpe Dist. Company	00040161	Merchandise for Resale	609	Liquor Stores \$4,651.40
137444	Thorpe Dist. Company	1109036	Merchandise for Resale	609	Liquor Stores \$21.60
137444	Thorpe Dist. Company	1109037	Merchandise for Resale	609	Liquor Stores \$5,364.20
137444	Thorpe Dist. Company	1109037	Merchandise for Resale	609	Liquor Stores \$18.40
137444	Thorpe Dist. Company	1111380 CM	Merchandise for Resale	609	Liquor Stores (\$120.80)
137444	Thorpe Dist. Company	1109036	Merchandise for Resale	609	Liquor Stores \$3,628.48
137444	Thorpe Dist. Company	1111379 CM	Merchandise for Resale	609	Liquor Stores (\$125.60)
137444	Thorpe Dist. Company	1112371	Merchandise for Resale	609	Liquor Stores \$4,869.10
137444	Thorpe Dist. Company	1112371	Merchandise for Resale	609	Liquor Stores \$36.00
137452	Zee Medical Service	54121336	Supplies	609	Liquor Stores \$74.12
137452	Zee Medical Service	54121342	Supplies	609	Liquor Stores \$110.04
Fund Total					\$104,565.66
137350	Bioverse, Inc	69193	Supplies	614	Golf \$339.72
137352	Border State Electric Sup	911473290	Parts / Supplies	614	Golf \$40.49
137352	Border State Electric Sup	911473286	Parts / Supplies	614	Golf \$42.55
137355	Center Point Energy	80000141517 Jul 16	Gas Utility	614	Golf \$45.99
137355	Center Point Energy	80000141517 Jul 16	Gas Utility	614	Golf \$53.51
137357	CenturyLink	7633233651 Jul 16	Communications	614	Golf \$9.13
137357	CenturyLink	7633230326 Jul 201	Communications	614	Golf \$20.27
137362	Comcast	0226193 July 2016	Cable / Internet	614	Golf \$27.00
137370	Dehn Oil Company Inc	25087772	Oil	614	Golf \$565.62
137379	Frost Inc	2382	Spot Sprayer	614	Golf \$411.45
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	614	Golf \$67.05
137412	Menard Cashway Lumbe	21248	Parts / Supplies	614	Golf \$41.88
137415	MN Dept of Employment	10674511	2nd Qtr 2016 Unemployment	614	Golf \$531.00

Bill List for August 1, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
137417	MN Office of Enterprise	W16060677	State Phones	614	Golf	\$64.13
137417	MN Office of Enterprise	W16060677	State Phones	614	Golf	\$3.85
137418	MTI Distributing Compan	1077795-00	Parts / Supplies	614	Golf	\$117.63
137420	Nike Golf	986076584	Merchandise for Resale	614	Golf	\$57.05
137420	Nike Golf	985925648	Merchandise for Resale	614	Golf	\$11.69
137420	Nike Golf	988743657	Merchandise for Resale	614	Golf	\$53.24
137428	Plaisted Company	2192	Granite / Black Dirt / Cedar	614	Golf	\$2,709.41
137433	Reinders, Inc.	3038296-01	Supplies	614	Golf	\$1,036.69
<i>Fund Total</i>						\$6,249.35
137374	ECM Publishers	378788	July Paper Shredding	617	Recycling	\$136.00
137374	ECM Publishers	375997	July Paper Shredding	617	Recycling	\$136.00
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	617	Recycling	\$17.46
137430	RANDY'S ENVIRONME	07/19/2016	Remove Temp Organics	617	Recycling	\$144.10
137431	Recycling Assoc. of MN	3679	RAM Membership	617	Recycling	\$150.00
<i>Fund Total</i>						\$583.56
137337	Andy's Service Auto Rep	105073	Svc Ford F250 #936	701	Vehicle Mainte	\$2,239.22
137343	Auto Zone Credit Plan	3080406995	Parts / Supplies	701	Vehicle Mainte	\$20.51
137355	Center Point Energy	80000141517 Jul 16	Gas Utility	701	Vehicle Mainte	\$44.35
137358	Cintas	470776326	Mats / Misc	701	Vehicle Mainte	\$84.59
137364	Cottens Automotive	210774	Parts / Supplies	701	Vehicle Mainte	\$3.98
137364	Cottens Automotive	211344 CM	Oil Filters	701	Vehicle Mainte	(\$66.31)
137364	Cottens Automotive	212518	Parts / Supplies	701	Vehicle Mainte	\$117.68
137364	Cottens Automotive	211346	Parts / Supplies	701	Vehicle Mainte	\$121.84
137370	Dehn Oil Company Inc	25087115	Gasohol	701	Vehicle Mainte	\$10,468.78
137375	Eric Moe	112	Storage #423 & 424	701	Vehicle Mainte	\$2,100.00
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	701	Vehicle Mainte	\$39.00
137408	MAC TOOLS	D 803	Parts / Supplies	701	Vehicle Mainte	\$643.94
137409	Main Motors Sales	318910	Parts / Supplies	701	Vehicle Mainte	\$30.50
137421	North Country Ford	276583	Parts / Supplies	701	Vehicle Mainte	\$124.68
137449	Warning Systems Inc,	3157	Remove Camera #415	701	Vehicle Mainte	\$319.00
137449	Warning Systems Inc,	3156	Build #423	701	Vehicle Mainte	\$5,123.16
137449	Warning Systems Inc,	3158	Service Black Unmarked	701	Vehicle Mainte	\$188.90
<i>Fund Total</i>						\$21,603.82
137335	Achieve Services, Inc.	11482	On Site Labor - Gary Houdek	702	IT	\$855.00
137341	Anoka County Treasury	B160707A	Aug 2016 Broadband	702	IT	\$300.00

Bill List for August 1, 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>
<i>Fund Total</i>					\$1,155.00
137404	League of MN Cities Insu	32574	Workers Comp Insurance	715 Insurance	\$38,434.25
<i>Fund Total</i>					\$38,434.25
137424	Novak Fleck, Inc	07/26/2016	Escrow Fee	804 Escrow Funds	\$2,000.00
<i>Fund Total</i>					\$2,000.00
137339	Anoka Business & Lando	546	Street Light Fund	810 Street Light Di	\$1,501.89
<i>Fund Total</i>					\$1,501.89
137405	LIFE INSURANCE COM	SGD603645 07/01/16	LTD Ins July 2016	830 HRA	\$18.39
137445	TimeSaver Off Site Sec.	M22243	7/11/16 HRA Meeting	830 HRA	\$136.00
<i>Fund Total</i>					\$154.39
137354	Center for Energy & Envi	13839	Home Improve Loan Prog	835 Residential	\$370.00
<i>Fund Total</i>					\$370.00
137387	Hawkins & Baumgartner,	07/08/2016	June 2016 Legal Svc	847 South Busines	\$353.97
<i>Fund Total</i>					\$353.97
<i>Grand Total</i>					\$706,085.49

COUNCIL MEMO FORM

6.2

Meeting Date	08-01-2016
Agenda Section	Consent Agenda
Item Description	Monthly Council Calendars
Submitted By	Amy Oehlers, City Clerk

CONSENT AGENDA

Consent agenda contains several separate items which are acted upon by the Council in one motion. Upon request, any Consent Agenda item may be removed, and if necessary, placed somewhere else on the agenda or on a future agenda for Council discussion & action.

BACKGROUND INFORMATION

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

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

Approval of the Consent Agenda will mean approval of the City Council Calendars/Schedule(s), as may be amended from time to time.



ANOKA CITY COUNCIL CALENDAR AUGUST

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

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

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



ANOKA CITY COUNCIL CALENDAR

September

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

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

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

COUNCIL MEMO FORM

6.3

Meeting Date	08-01-2016
Agenda Section	Consent Agenda
Item Description	Approval of a Temporary On-Sale Liquor License; Walker Methodist, Sept 10, 2016
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

Walker Methodist has applied for a Temporary On-Sale Liquor License for a Special Event that is being proposed for your consideration later on in the agenda this evening.

They would like to sell beer/wine to the attendees at their Polka Street Dance, on September 10, 2016.

Walker Methodist is a 501c3, and are eligible for this type of license.

City staff has reviewed the application and conducted the necessary background investigations. No concerns or objections have been expressed.

FINANCIAL IMPACT

\$75 license fee. The investigation fee of \$25 has been waived, because an investigation fee has been paid through the submittal of their Special Event License application.

COUNCIL ACTION REQUESTED

Approval of the Consent Agenda will mean the approval of this agenda item, contingent upon the approval of the Special Events License.

COUNCIL MEMO FORM

6.4

Meeting Date	August 1, 2016
Agenda Section	Consent
Item Description	Change Order No. 22 & 23; Rum River Regional Trail
Submitted By	Ben Nelson

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:

On July 1, 2013 the City Council adopted a resolution awarding a construction contract to Custom Builders Incorporated in the amount of \$1,129,652.96 for the Rum River Regional Trail.

With a project of this size and magnitude, it is common that unforeseen circumstances may arise that prompt the need for minor adjustments to the scope of the project. These adjustments are a necessary way to ensure that the project is completed in a timely manner and that the City gets the maximum benefit from this project.

On October 7, 2013 the City Council accepted Change Order No. 1 in the amount of \$4,724.50. This included additional tree clearing and exploratory excavation next to the sea wall.

On November 4, 2013 the City Council accepted Change Order No. 2 & 3 in a net decrease amount of (\$9,798.88). This included changing the cast-in-place wall to a modular block wall system and re-finishing seven railway lights and reinstalling four of them.

On December 16, 2013 the City Council accepted Change Order No. 5 & 6 in a net increase amount of \$6,109.50. This included additional design and surveying for the modular block wall.

On May 5, 2014 the City Council accepted Change Order No. 4, 7 & 8 in a net increase amount of \$2,253.17. This included excavation and storm sewer changes, and a decrease in payment for failure to fully meet specifications.

On July 7, 2014 the City Council accepted Change Order No. 9, 10, 11, 12 & 13 in a net increase amount of \$1,358.42. This included extending wall "E", irrigation controls, common excavation, topsoil reduction, and stone weir material reduction.

On August 18, 2014 the City Council accepted Change Order No. 14, 15, 16 & 17 in a net increase amount of \$4,500.35. This included additional grading and seeding, elevation adjustment of an existing fire hydrant, a deduction for concrete specification not met, and sealing the two wood benches on Overlook A.

On November 17, 2014 the City Council accepted Change Order No. 18, 19, 20 & 21 in a net increase amount of \$5,725.67. This included additional concrete walk, light poles, adjustment to the hand rail along retaining wall and a deduction for the class V aggregate not fully meeting project specification.

DISCUSSION

The projects two (2) year plant establishment period (PEP) ended in June of 2016 and the final inspection have been completed for all the plantings. As part of the (PEP) in the project specifications, the contractor will receive a bonus payment for the plants that have been accepted and a deduction for the defective plantings. If the below change orders are accepted, the project will be completed and the final payment will be processed after MNdot receives and signs the change orders. Change Order No. 22 & 23 for the Rum River Regional Trail project has been submitted for review and approval (see attachments).

The following is a summary of the items included in Change Order No. 22:

Plants and Trees Bonus Payment **\$3,490.77**

The contractor met the project requirements in the project manual for a 10% bonus payment on the final acceptance inspection for 35 trees, 1,730 perennials and 134 shrubs.

The following is a summary of the items included in Change Order No. 23:

Plants and Trees Deduction **(\$1,182.35)**

The contractor did not meet the project requirements in the project manual on the final acceptance inspection for 5 trees and 13 perennials. The defective plantings will be accepted at a 65% reduction.

TOTAL – CHANGE ORDER NO. 22 & 23 **\$2,308.42**

FINANCIAL IMPACT:

Change order No. 22 & 23 represent an increase of \$2,308.42 or 0.02% increase in the original contract award of \$1,129,652.96.

The total of Change Order No. 1 through 23 represents an overall increase of \$17,181.15 or 1.52% in the original contract award of \$1,129,652.96.

COUNCIL REQUESTED ACTION:

It is recommended that the City Council accept the Rum River Regional Trail Change Order No. 22 and 23.



Owner: City of Anoka, 2015 1st Avenue North, Anoka, MN 553	Date	June 28, 2016
Contractor: Custom Builders Inc., 12383 234th Street, Cold Spring, MN 56320		
Federal Project No.: TEAX 0213(027)	State Project No.: SP 103-090-002	Location: Anoka, MN

CONSTRUCTION CHANGE ORDER NO. 23
 RUM RIVER REGIONAL TRAIL
 STANTEC PROJECT NO. 193801449

ENGINEER'S COPY

Description of Work

- The contract requires that the plants be maintained and meet the requirements shown in specification 2571 in the project manual. Plants and trees on the project meet project requirements for a ten (10) percent bonus payment on the final acceptance inspection. This represents thirty five (35) Trees, one thousand seven hundred and thirty (1730) Perennials, and one hundred and thirty four (134) Shrubs.

The engineer in accordance with Specification 2571 in the project manual the plants be accepted with a ten (10) percent increase.

35 Trees * \$321.00 * .10= \$1,123.50
 1730 Perennials * \$10.70 * .10= \$1,851.10
 134 Shrubs * \$38.52 * .10= \$516.17

ESTIMATE OF COST

No.	Item No.	Description	Unit	Quantity	Price	Amount	Group
1	2571.502	Deciduous Tree Type 1	Tree	35	\$32.10	\$1,123.50	1
2	2571.510	Perennials No 1 Cont	Plant	1730	\$1.07	\$1,851.10	1
3	2571.510	Deciduous Shrub No 5 Cont	Shrub	134	\$3.85	\$516.17	1
TOTAL CHANGE ORDER NO. 23:						\$3,490.77	1

Original Contract Amount	\$1,129,652.96
Previous Change Orders	\$13,690.38
This Change Order	\$3,490.77
Revised Contract Amount (including this change order)	\$1,146,834.11

CHANGE IN CONTRACT TIMES

Original Contract Times:

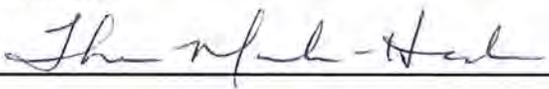
Substantial Completion (days or date): October 4, 2013
 Ready for final Payment (days or date): November 1, 2013

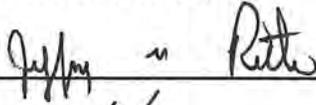
Increase of this Change Order:

Substantial Completion (days or date): No Change
 Ready for final Payment (days or date): No Change

Contract Time with all approved Change Orders:

Substantial Completion (days or date): July 10, 2014
 Ready for final Payment (days or date): September 15, 2014

Recommended for Approval by:
STANTEC
 Date: 7-18-16

Approved by Contractor:
CUSTOM BUILDERS, INC.

7/8/16
 Date

Approved by Owner:
CITY OF ANOKA

7/21/16
 Date

The State of Minnesota is not a participant in this contract, signing by the District State Aid Engineer is for FUNDING PURPOSES ONLY. Reviewed for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This project is eligible for:

Federal Funding
 State Aid Funding
 Local Funding

 MnDOT District State Aid Engineer Date _____

cc: Owner
 Contractor
 Bonding Company
 Stantec



Owner: City of Anoka, 2015 1st Avenue North, Anoka, MN 553	Date	June 28, 2016
Contractor: Custom Builders Inc., 12383 234th Street, Cold Spring, MN 56320		
Federal Project No.: TEAX 0213(027)	State Project No.: SP 103-090-002	Location: Anoka, MN

CONSTRUCTION CHANGE ORDER NO. 22
 RUM RIVER REGIONAL TRAIL
 STANTEC PROJECT NO. 193801449

ENGINEER'S COPY

Description of Work

- The contract requires that the plants be maintained and meet the requirements shown in specification 2571. Plants and trees on the project failed to meet the specification requirements during the final acceptance inspection. This represents five (5) Trees and thirteen (13) Perennials.

The engineer in accordance with Specification 1503, 1512, and Table 2571.5 recommends the defective material be accepted at a sixty five (65) percent reduction.

5 Trees * \$321.00 * .65= \$1,043.25
 13 Perennials * \$10.70 * .65= \$139.10

ESTIMATE OF COST

No.	Item No.	Description	Unit	Quantity	Price	Amount	Group
1	2571.502	Deciduous Tree Type 1	Tree	5	(\$208.65)	(\$1,043.25)	1
2	2571.51	Perennials No 1 Cont	Plant	13	(\$6.96)	(\$139.10)	1
TOTAL CHANGE ORDER NO. 22:						(\$1,182.35)	1

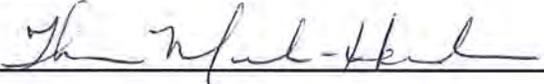
Original Contract Amount	\$1,129,652.96
Previous Change Orders	\$14,872.73
This Change Order	(\$1,182.35)
Revised Contract Amount (including this change order)	\$1,143,343.34

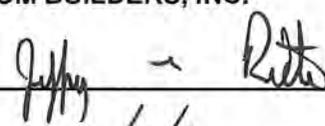
CHANGE IN CONTRACT TIMES

Original Contract Times:
 Substantial Completion (days or date): October 4, 2013
 Ready for final Payment (days or date): November 1, 2013

Increase of this Change Order:
 Substantial Completion (days or date): No Change
 Ready for final Payment (days or date): No Change

Contract Time with all approved Change Orders:
 Substantial Completion (days or date): July 10, 2014
 Ready for final Payment (days or date): September 15, 2014

Recommended for Approval by:	
STANTEC	
	Date: <u>7/18/16</u>

Approved by Contractor:	
CUSTOM BUILDERS, INC.	
	
<u>7/8/16</u>	
Date	

Approved by Owner:	
CITY OF ANOKA	
	
<u>7/21/16</u>	
Date	

The State of Minnesota is not a participant in this contract, signing by the District State Aid Engineer is for FUNDING PURPOSES ONLY. Reviewed for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.	
This project is eligible for:	<input type="checkbox"/> Federal Funding <input type="checkbox"/> State Aid Funding <input type="checkbox"/> Local Funding
_____	_____
MnDOT District State Aid Engineer	Date

cc: Owner
 Contractor
 Bonding Company
 Stantec

COUNCIL MEMO FORM

7.1.A

Meeting Date	August 1, 2016
Agenda Section	Planning Items
Item Description	ORD/Amending Chpt 74; Article V, Division I; Planned Unit Developments. (2 nd Reading) RES/Summary Resolution; Chpt 74; Article V, Division I; Planned Unit Developments
Submitted By	Chuck Darnell, Associate Planner

BACKGROUND INFORMATION

This is the second reading of proposed amendments to the planned unit development ordinance of the Anoka City Code. The City Council held a first reading on the proposed amendments at their July 18, 2016 regular meeting. The Planning Commission discussed this item at their July 6, 2016 regular meeting, and recommended approval. There have been no changes to the proposed ordinance amendments since the first reading.

The City is proposing an ordinance amendment regarding the minimum size required for planned unit development districts. The current zoning ordinance requires that the minimum district area be not less than five acres. This intent of including this size requirement was likely to meet the purpose and intent of the planned unit developments and to take advantage of large-scale site planning. However, the five acre minimum size no longer accurately reflects the types of development and redevelopment sites that are available in the City of Anoka. Also, size is only one of the factors that should be considered when evaluating the overall qualities of any proposed planned unit development, as the purpose and intent of a planned unit development, as defined by Anoka City Code, includes a number of other factors such as encouraging unified planning, allowing a diversification of land uses, and promoting economical and efficient use of land.

As a community that is almost fully developed, much of the development and redevelopment that will occur in the City of Anoka will be at a scale smaller than five acres. The City has compiled marketing information for a number of city-owned and private sites currently available for development, and many of the development sites are much smaller than five acres. Of the 24 sites that are currently available for development, 18 are smaller than five acres and would not be eligible for a planned unit development.

Staff believes that the minimum district area could be reduced to better reflect the development opportunities that exist in the City of Anoka, and is proposing that the minimum district area be reduced to two acres in size. If the minimum size was reduced to two acres, 14 of the 24 development sites mentioned above would be eligible for a planned unit development district.

Staff is also proposing that the zoning ordinance allow for flexibility in allowing planned unit development districts at smaller sizes if certain criteria are met, such as demonstrating that a project of superior design can be achieved or that greater compliance with comprehensive plan goals and policies or adopted master plans can be attained through the creation of a planned unit development.

FINANCIAL IMPACT

Publication costs.

COUNCIL ACTION REQUESTED

Approve the second reading and adopt the ordinance to amend Chapter 74; Article V, Division 1; Planned Unit Developments.

Approve the resolution for summary publication.



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

**CITY OF ANOKA, MINNESOTA
ORDINANCE**

ORD-2016-XXXX

**AN ORDINANCE AMENDING CHAPTER 74; ARTICLE V, DIVISION 1,
PLANNED UNIT DEVELOPMENTS OF THE CODE
OF THE CITY OF ANOKA, MINNESOTA**

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

Section 1. Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, and upon a review of a study conducted by City staff, amendments of Chapter 74, Article V, Division 1, Planned Unit Developments, are hereby established and inserted into the City Code of the City of Anoka, by an affirmative vote of a majority of the Anoka City Councilmembers present, to read as Exhibit A, hereto attached.

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

ATTEST:

Phil Rice, Mayor

Introduced: July 18, 2016
Adopted: _____
Published: _____
Effective: _____

Amy T. Oehlers, City Clerk

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

CHAPTER 74. ZONING

ARTICLE V. District Regulations

DIVISION 1. Generally

Section 74-191. Uses and activities restricted to specific districts.

Notwithstanding any other provisions of this chapter:

- (a) *Charitable gaming.* Establishments ~~on~~ⁱⁿ which charitable gambling ~~has been~~ licensed by the state pursuant to Minnesota Statutes Chapter 349 shall not be located ~~only~~ in a residential district.

Section 74-192. Planned unit developments.

- (a) *Application and short name.*
 - (1) *Application.* This section shall apply to planned unit development zoning districts.
 - (2) *Short name.* The term "planned unit development" may be referred to as PUD in this Code.
- (b) *Purpose and intent.* Planned unit development districts are designed to achieve the following purposes:
 - (1) To provide for various types and combinations of land uses that take advantage of large-scale site planning.
 - (2) To allow diversification of land uses as they relate to each other in a physical and environmental arrangement, while insuring compliance with the provision of this Code.
 - (3) To encourage and permit unified planning to achieve a compatible mixture and variety of land uses within the planned unit development district and with the existing and anticipated development in the surrounding area.
 - (4) To promote economical and efficient land use, an improved level of amenities, appropriate and harmonious variety, creative design and sensitivity to the natural environment. Planned unit development districts may be established where tracts suitable in location, area, and character will be planned and developed on a unified basis. Suitability of tracts for the development proposed shall be determined with reference to the existing and prospective character of surrounding development.
 - (5) The procedures established in this section are intended as a substitute for strict application of the underlying zoning district standards in recognition of the fact that traditional density, bulk, spacing and use regulations, may impose inappropriate and unduly rigid restrictions upon the development or redevelopment of parcels which lend themselves to an individual, planned approach. In addition, a development plan should be designed to ensure that the following general goals will be achieved:

- a. The design of the proposed development promotes achievement of the stated purposes of the City community plan (comprehensive plan);
- b. The proposed development efficiently utilizes the available land while protecting and preserving the natural features;
- c. The proposed development provides for harmonious and coherent site and building design that creates a sense of place;
- d. The proposed development provides greater densities and variety in the type of environments available to City residents; and
- e. The proposed development provides transitions in land use in keeping with the character of adjacent land uses.

(c) *Definitions.* The following definitions shall apply to planned unit developments:

Density means the number of residential dwelling units per acre.

Dwelling unit means one or more rooms in a dwelling designed for occupancy by one family for living purposes and having its own permanently installed cooking and sanitary facilities.

Dwelling, attached (group, row or townhouse) means a dwelling joined to one or more other dwellings by a party wall or walls.

Dwelling, detached means a dwelling unit entirely surrounded by open space.

Integrated design means a harmonious selection of uses in groupings of buildings, services, parking areas, traffic and pedestrian circulation and open spaces, all planned and designed as an integrated unit.

Intensity means the extent of development considering such factors as land coverage by buildings, the number of stories, the floor area ratio, the bulk of the buildings, the proximity of buildings on a site in relation to each other, etc.

Planned commercial development (PCD) means a planned development to accommodate retail, service, commercial, or office uses, or a combination of such uses, and appurtenant common areas and accessory uses incidental to the predominant uses.

Planned development means an area of a minimum contiguous size, as specified by ordinance, to be planned, developed, operated, and maintained according to plan as a single entity and containing one or more structures with appurtenant common areas.

Planned industrial development (PID) means a planned development consisting of primarily of industrial uses, but may include retail service uses as well as recreational facilities to accommodate the work force.

Planned residential development (PRD) means a planned development containing one or more residential structures or planned unit residential clusters; appropriate commercial, public, or quasi-public uses may be included if such uses are primarily for the benefit of the residential development.

Planned transit-oriented development (PTOD) means a planned development containing one or more residential clusters and one or more areas of retail, service and office uses or industrial uses or a combination of such uses designed to accommodate area mass transit services and including appurtenant common areas and accessory uses incidental to the predominant uses.

Planned unit development (PUD) means an area of minimum contiguous size, as specified by ordinance, to be planned, developed, operated, and maintained as a single entity and containing one or more residential clusters or planned unit residential developments or one or more public, quasi-public, commercial, or industrial areas in such ranges or ratios of nonresidential uses to residential uses as specified in the ordinance.

Open space, common means land within or related to a development, not individually owned or dedicated for public use, that is designed and intended for the common use or enjoyment of the residents and their guests and may include such complementary structures and improvements as are necessary and appropriate.

Open space, private means common open space, the use of which is normally limited to the occupants of a single dwelling or building or property.

Open space, public means open space dedicated to the City and maintained by it for the use and enjoyment of the general public.

Original district means the zoning district from which land is proposed to be rezoned to a planned unit development.

Street, private means a street on the interior of a development which is jointly owned, constructed and maintained by the developer or homeowner's association, is designed and constructed in conformance with the specifications determined by the City engineer, and is not an essential part of the circulation plan of the City.

Street, public means a street which is dedicated to and maintained by the City.

Unified control means property in single ownership or under the management and supervision of a central authority, or otherwise subject to such long-term leases or other ownership controls as the Council deems necessary.

(d) *General regulations.*

- (1) *Effect of planned unit development district approval.* Approval of a planned unit development district shall constitute an amendment to the ~~zoning ordinance and~~ zoning map. PUD approval affecting lands within the Mississippi River Critical Area Corridor or the Rum River Management District is contingent upon approval by the Department of Natural Resources in accordance with legal procedures. Designation of a property as one of the types of planned unit development districts in accordance with an approved development plan shall supersede all existing overlay districts such as the Mississippi River Critical Area

Corridor, the Rum River management District, the Floodplain Management District, or the Shoreland Management District. Such property shall, for zoning purposes, be identified by the letters for the appropriate planned unit development district, followed by an identifying number.

- (2) *Departure from original zoning district regulations.* Except for lands within the Mississippi River Critical Area Corridor, the Rum River Management District, the Floodplain Management District, or a Shoreland Management District, the various zoning regulations and requirements (e.g. use, building setback, height, etc.) which may apply to the original zoning district may be considered as guidelines only and may be departed from in the approval of a planned unit development. More restrictive zoning regulations and requirements for the lands within the Mississippi River Critical Area Corridor, the Rum River Management District, the Floodplain Management District, or the Shoreland Management District shall apply, except as approved by the Department of Natural Resources.
- (3) *Design and unified control.* All planned unit developments shall include integrated design and shall be developed under unified control.
- (4) *Coordination with subdivision regulations.* Subdivision review of this Code shall be carried out simultaneously with review of a proposed planned unit development.
- (5) *Minimum district area.* ~~The minimum total district area shall be not less than five acres.~~ Planned unit development districts (PCD, PID, PRD, PTOD), which may consist of a parcel or contiguous parcels of land, will be not less than two acres in size. Tracts of less than two acres shall be approved only if the Applicant can demonstrate that a project of superior design can be achieved or that greater compliance with comprehensive plan goals and policies or adopted master plans can be attained through the creation of a PUD district.
- (6) *Uses and densities permitted.* The development plan shall specify, both for the project as a whole and/or for subareas within the project, those principal and accessory uses and development densities that are to be permitted. The City Council may include or exclude uses from the development plan or include uses with attached conditions as determined appropriate to achieve the intent of this section. In making the determination of the uses and development densities to be permitted within the planned unit development district, the Council shall consider the compatibility and relationship of uses within the project, the compatibility and relationship of permitted uses adjoining or in proximity to the planned unit development district, the appropriateness of permitted uses for the area in general and their overall impact on the community, and the consistency of the permitted uses with the City community plan and other adopted plans and policies.

(e) *Planned unit development districts and allowable uses.*

- (1) *Establishment of planned unit development districts.* The following table denotes the types of planned unit development districts, the abbreviations for such planned unit development districts, and the allowable uses within each planned unit development district:

PUD Districts	Abbreviations	Allowable Uses
Planned Commercial District	PCD	Retail uses listed in the B-1, B-2, B-3, and B-4 district standards
Planned Industrial District	PID	Industrial uses listed in the M-1 district standards.
Planned Residential District	PRD	Single-family attached or detached dwellings, duplexes, townhomes, condos, apartments, and assisted and independent living facilities.
Planned Transit Oriented District	PTOD	Small lot, single-family attached or detached dwellings; townhomes, duplexes, condos, and apartments; assisted or independent living facilities and child daycare service; and local retail, civic uses, offices with high employee/acre ratio, park and ride facilities, public gathering spaces, on-street transit stops, and sheltered bus stops.

- (2) *Mixed land uses.* Uses other than the allowable uses listed in subsection (e)(1) of this section are permitted in a planned unit development district, provided that:

- a. The use is one that is authorized in one of the four types of planned unit development districts; and
 - b. Such additional use shall not occupy more than one-third of the area within the planned unit development.

- (f) *Planned unit development concept proposal statement.* Any person requesting to establish a planned unit development district shall first submit a planned unit development concept statement to the planning director. The purpose of the planned unit development concept proposal statement is to afford such person an opportunity to have the general feasibility of a planned unit development proposal informally reviewed by the City, without incurring substantial expense.
 - (1) *Required information.* A planned unit development concept proposal statement shall provide the following information:
 - a. Name and address of persons requesting establishment of the planned unit development district;
 - b. An original and six copies of the sketch plan which identifies the location and delineates the boundary line of the proposed planned unit development district;
 - c. A detailed written description of the proposed planned unit development, which includes project funding and the planning objectives to be achieved;
 - d. Conceptual schematic drawings of the proposed planned unit development;
 - e. Anticipated development timing for each stage of development; and
 - f. Any additional information that would help the City determine the feasibility of the proposed planned unit development.
 - (2) *Response to the planned unit development concept proposal statement.* Within 20 days after receiving a completed planned unit development concept proposal statement, the **planning** director shall produce a written response to such statement which may include comments and/or recommendations. A planned unit development application may proceed only after a response has been submitted to the applicant. Acceptance of, or response to, the planned unit development concept proposal by the **planning** director, shall not constitute, ~~or in the future require,~~ approval of the planned unit development application, planned unit development rezoning, final development plan, or related approvals.

- (g) *Planned unit development application.*
 - (1) *Required materials.* Upon completion of the required actions in subsection (f) of this section, the applicant for a planned unit development shall submit an original and six copies of the application materials outlined in this subdivision.

- a. *Materials related to rezoning.* Consistent with this chapter, the applicant shall submit an application and all related materials to support a rezoning from the original district to one of the four types of planned unit development districts.
- b. *Subdivision materials.* If the land within a planned unit development is to be platted, replatted, or subdivided, the applicant shall submit an application and all related materials for review of a subdivision consistent with chapter 54 of this Code.
- c. *Ownership.* A tract of land to be developed as a planned unit development shall be under the control of:
 1. A single owner; or
 2. A group of landowners where each owner agrees in advance to be bound by the conditions and regulations which will be effective within the district and to record such covenants, easements and other provisions with the county recorder/registrar of ~~deeds~~ titles.
- d. *Project identification materials.* The following information shall be submitted in regard to project identification:
 1. A list identifying all current owners, legal and equitable, of land or improvements within the proposed planned unit development;
 2. A list identifying all proposed owners, legal and equitable, of land or improvements within the proposed planned unit development;
 3. A list identifying all developers and parties involved in the development; and
 4. Additional information as identified by the planning director.
- e. *Preliminary plan submission materials.* The following materials shall be submitted:
 1. A site plan indicating the following:
 - i. The boundaries, dimensions, and area of the proposed planned unit development district;
 - ii. The location, dimensions, and gross floor area of proposed structures;
 - iii. The proposed land uses for each parcel and each building, the amount of floor area devoted for each use, and all areas to be designated for mixed land uses;

- iv. The location, arrangement, and number of parking spaces, loading facilities, and mass transit facilities including bus turnouts and shelters;
 - v. The location and dimension of all curb cuts and driveways, and their relationship to all existing and proposed public streets; and
 - vi. The proposed location, design, and dimension of pedestrian and bicycle facilities, walks, skyways, plazas, courts or other related areas.
2. Preliminary building plans, elevations, and general specifications of materials, and unusual structural systems, prepared by an architect registered in the state;
 3. A preliminary land/building use profile including computations of gross and leasable square footage, housing unit breakdown to square footage, bedrooms, persons per unit, and parking requirements;
 4. A preliminary storm water management plan and site grading plan including an analysis of the adequacy of surface drainage, storm sewer and catch basin drainage, storm water retention, and erosion control;
 5. A preliminary plan depicting natural features, including those to be preserved, as well as existing vegetation with detailed locations of trees 12 inches or larger in diameter;
 6. A preliminary utility plan showing easements, sewer, water, and power services of all proposed uses;
 7. A preliminary plan showing utilities and utility easements to remain, to be installed, to be relocated, and to be removed or vacated;
 8. A preliminary landscape plan showing the proposed location and dimensions of all walls, fences, and landscape plantings;
 9. A plan showing the proposed location and dimensions of all signs and lighting fixtures, including the illumination characteristics of all lighting;
 10. A soils map that depicts surface and subsurface conditions that may affect construction; and
 11. Additional information as required by the planning director.

f. *Legal instruments.* As part of the planned unit development application, the applicant shall submit proposed declarations of covenants, conditions and restrictions, articles of owners, associations and all other such documents as the City may deem necessary to ensure that adequate property control is provided to protect the individual owner's rights and property values, to establish responsibility for maintenance and upkeep, and to ensure continuing compliance with the planned unit development as approved. The City shall require that such declarations of covenants, conditions and restrictions, or other documents provide that, in the event any association or corporation fails to maintain properties in accordance with the applicable ordinances and regulations of the City, fails to pay taxes or assessments on properties as they become due or, in the event the City incurs any expenses in enforcing its ordinances or rules or regulations, the City shall have the right to assess each property its pro rata share of such expenses. These assessments, together with interest thereon and costs of collection, shall be a lien on each property against which each such assessment is made.

(h) *Review of planned unit development application.*

(1) *Procedure.* Upon receipt of a completed planned unit development application and the fee established by the City Council, the following review procedure shall be followed:

a. *Planning commission review.* The Planning Commission shall conduct a public hearing on the planned unit development application according to the procedures set forth in Minn. Stats. § 462.357, subd. 3. After the public hearing, the Planning Commission shall submit its recommendation to the City Council. The Planning Commission may recommend approval of the proposal with or without modifications, or may recommend denial of the planned unit development.

b. *City Council consideration.* Following action by the Planning Commission, the City Council shall consider rezoning the area described in the plan. If the planned unit development plan is approved, the area shall be rezoned as one of the four types of planned unit development districts. Pursuant to Minn. Stats. § 15.99, an application for a planned unit development approval shall be approved or denied within 60 days from the date of its official and complete submission unless notice of extension is provided by the City or a time waiver is granted by the applicant. If applicable, processing of the application through required state or federal agencies shall extend the review and decision-making period an additional 60 days unless this limitation is waived by the applicant. Approval of a planned unit development shall require a two-thirds vote of the City Council.

c. *Required findings.* The findings necessary for approval of a planned unit development application shall be as follows:

1. The proposed development conforms with the goals and objective's of the City's community plan and any applicable redevelopment plans;
2. The proposed development is in substantial conformity with the purpose and intent of the original district, and departures from the original district regulations are justified by the design of the development;
3. The proposed development is designed in such a manner as to form a desirable and unified environment within its own boundaries;
4. The development will not create an excessive burden on parks, schools, streets, or other public facilities and utilities which serve or are proposed to serve the development;
5. The development will not have undue adverse impacts on neighboring properties; and
6. The terms and conditions proposed to maintain the integrity of the plan are sufficient to protect the public interests.

(i) *Final development plan.* Upon approval of the first reading of the planned unit development rezoning, but prior to commencement of any construction or development of land, the applicant shall submit a final development plan which is consistent with the planned unit development application and any recommended changes made during the preliminary plan review. Approval of such final development plan requires a second reading of the ordinance to establish the planned unit development zoning.

(1) *Contents of the final plan.* A final development plan shall consist of the following:

- a. If required, a final plat of the land to be developed;
- b. All materials required under subsection (g)(1)e, in "final" form; and
- c. Additional information as required by the planning director or City Council.

(2) *Legal instruments.* As part of the final development plan, the applicant shall submit "final" declarations of covenants, conditions and restrictions, articles of owners, associations and all other such documents as the City may deem necessary pursuant to subsection (g)(1)e of this section.

(j) *Compliance with the planned unit development plan and final development plan.*

(1) *Changes.* The development of a planned unit development district shall be in substantial compliance with the approved planned unit

development plan and final development plan. Compliance shall not be considered substantial if there is:

- a. More than ten percent change in floor area in any one structure;
 - b. More than a ten percent change in the approved separation of buildings;
 - c. Any change in the original approved setbacks from the property line;
 - d. More than five percent change in the ground area covered by the building; and
 - e. Any change in the ratio of off-street parking and loading space to gross floor area.
- (2) If it is determined that the final development plan is not in substantial compliance, the final development plan will be referred to the Planning Commission for review prior to approval by the City Council.
- (3) *Building permits.* A building permit may not be issued for a structure within the planned unit development district until the planning director certifies that the structure conforms to the provisions and conditions of the planned unit development plan and final development plan. Upon approval by the planning director, the building permit application, along with the appropriate information required for building permits, shall be submitted to the building inspector who shall process the building permit in conformance with the building code.
- (4) *Certificate of occupancy.* Certificates of occupancy shall not be issued for a structure within the planned unit development district until the planning director certifies that the structure conforms to the provisions and conditions of the planned unit development plan and final development plan. Upon approval by the planning director, the building inspector shall issue the certificate of occupancy.
- (k) *Cash escrow.* The City Council may require an applicant to provide the City with a cash escrow or letter of credit or bond prior to the issuance of any building permits within a planned unit development. Such escrow amount shall be in an amount of 1.25 times the approved estimated cost of labor and materials for site improvements and shall be submitted to the planning director. Upon satisfactory completion of all construction within the planned unit development, the escrow shall be released by the planning director.
- (l) *Plan amendments.* The Planning Commission shall hold a public hearing on a proposal to amend a final development plan as it may consider necessary, but at least one public hearing shall be held. The Planning Commission shall recommend to the City Council approval with or without modifications, or may recommend denial of the amendment to the planned unit development. The Planning Commission and City Council may consider all factors considered in connection with rezoning the planned unit development district as well as any other factors relevant to the public health, safety, and welfare. Any planned unit development amendment that changes the classification of the planned unit development district shall require a two-thirds vote of the City Council.

- (m) *Fees.* The application fee for a planned unit development or amendment thereto shall be established by resolution of the City Council. In addition, legal fees, consultant fees, and other reasonable costs incurred by the City in its review and consideration of the planned unit development application shall be paid by the applicant. The application fee shall be paid at the time of the submission of the planned unit development application.
- (n) *Enforcement.* If no construction has begun in the planned unit development within 12 months from the date of approval of the planned unit development, such approval shall lapse and be of no further effect. The Planning Commission, upon showing of good cause by the developer, may extend the time for beginning construction for periods of 12 months.

Section 74-193.

Adult Establishment District.

- (a) District Established.
 - (1) This article establishes the Adult Establishment District which overlies a portion of the M-1 District. All provisions of the M-1 Light Industrial District. All provisions of the M-1 Light Industrial District of this Code apply to all uses within the Adult Establishments Districts.
 - (2) Adult Establishment District. The Adult Establishment District is the area described as follows:

The south half of the Northeast quarter of Section 35, Township 32, Range 25, and the Southwest quarter of the Northwest quarter of Section 36, Township 32, Range 25, Anoka County, Minnesota.

Sections 74-194

Raising of Crops.

The raising of crops, including community gardens, is permitted on vacant parcels within the City, subject to the following:

- (a) Accessory structures, fencing and other miscellaneous improvements are subject of the standards of this ordinance.
- (b) Dead plants and produce not to be used for composting or other garden functions shall be removed from the site in a timely manner.
- (c) Garbage and other trash shall be removed from the site in a timely manner.
- (d) Plantings shall not obstruct any site triangle.
- (e) Chemicals, fertilizers or other toxic materials may not drain onto adjacent properties, into waterways, or onto public rights of way. Chemicals and flammable materials must be disposed of in accordance with Federal and State requirements. If stored on site, they must be kept in a locked structure when unattended.

Section 74-195 through 74-210.

Reserved.



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

**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.

NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council hereby approves the following summary of an ordinance establishing Chapter 74, Article V, Division 1, Planned Unit Developments of the Anoka City Code (ORD-2016-#####), including the sections as listed below.

CHAPTER 74. ZONING

ARTICLE V. District Regulations

DIVISION 2. Residential Districts

Section 74-191. Uses and activities restricted to specific districts.

Section 74-192. Planned Unit Developments.

The above ordinance establishing Chapter 74, Article V, Division 1, Planned Unit Developments Ordinance of City Code shall become effective seven (7) days after publication of this Resolution.

Adopted by the Anoka City Council on this the 1st day of August 2016.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

COUNCIL MEMO FORM

7.1.B

Meeting Date	August 1, 2016
Agenda Section	Planning Items
Item Description	ORD/Amending Chpt 74; Article IX, Division I; Accessory Structure Administrative Site Plan Approval. (2nd Reading) RES/Summary Resolution; Chpt 74; Article IX, Division I; Accessory Structure Administrative Site Plan Approval
Submitted By	Chuck Darnell, Associate Planner

BACKGROUND INFORMATION

This is the second reading of the proposed establishment of an accessory structure administrative site plan approval process into the zoning ordinance. The City Council held a first reading on the proposed zoning ordinance amendments at their July 18, 2016 regular meeting. The Planning Commission discussed this item at their July 6, 2016 regular meeting, and recommended approval. There have been no changes to the proposed ordinance amendments since the first reading.

Recently, the Minnesota State Building Code was amended to allow for buildings of 200 square feet or less to be constructed without a building permit. Previously, buildings of 120 square feet or less did not require a building permit, and the City of Anoka had not previously reviewed or permitted buildings smaller than 120 square feet in size.

With the change in the State Building Code, the City can no longer require that a building permit be obtained for accessory buildings smaller than 200 square feet in size. Therefore, the City has no way to monitor the placement of these types of buildings for compliance with zoning code requirements. Proposed buildings larger than 120 square feet were previously reviewed by staff to ensure that they complied with height, setback, impervious surface coverage, and size/number of accessory structure requirements.

Staff is proposing that a review and approval process be added to the Anoka City Code for accessory buildings smaller than 200 square feet. The review and approval of these types of buildings is being proposed to be completed in the same manner that an administrative site plan approval would be completed. This would not require an actual permit, but would require written approval by the zoning administrator. An applicant would be required to submit a site plan showing the proposed location of the accessory building, a narrative describing how the structure will be used, a signed statement by the applicant stating that they are aware that Anoka City Code prohibits residential occupancy and home occupations in accessory structures, and any other information requested by staff in order to review the application.

Staff is also proposing that the fee for requesting the accessory structure administrative approval be \$25, which is the same as the fee required to apply for a fence or sign permit. This lower cost would not be burdensome for applicants and would be equivalent to the amount of staff time required to review and investigate any applications.

FINANCIAL IMPACT

Publication costs.

COUNCIL ACTION REQUESTED

Approve the first reading of an ordinance to amend Chapter 74; Article IX, Division 1; Accessory Structure Administrative Site Plan Approval.

Approve the resolution for summary publication.



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

**CITY OF ANOKA, MINNESOTA
ORDINANCE**

ORD-2016-XXXX

**AN ORDINANCE AMENDING CHAPTER 74; ARTICLE IX, DIVISION 1,
ACCESSORY STRUCTURE ADMINISTRATIVE SITE PLAN APPROVAL
OF THE CODE OF THE CITY OF ANOKA, MINNESOTA**

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

Section 1. Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, and upon a review of a study conducted by City staff, amendments of Chapter 74, Article IX, Division 1, Accessory Structure Administrative Site Plan Approval, are hereby established and inserted into the City Code of the City of Anoka, by an affirmative vote of a majority of the Anoka City Councilmembers present, to read as Exhibit A, hereto attached.

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

ATTEST:

Phil Rice, Mayor

Introduced: July 18, 2016
Adopted: _____
Published: _____
Effective: _____

Amy T. Oehlers, City Clerk

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

ARTICLE IX. Supplemental Regulations

DIVISION 1. Generally

Section 74-481. Accessory Uses.

The following accessory uses, in addition to those specified elsewhere in this chapter, shall be permitted in any residential district, if the accessory uses do not alter the character of the premises in respect to their use for the purposes permitted in the district:

- (a) The operation of necessary facilities and equipment in connection with schools, colleges, universities, hospitals and other institutions permitted in the district.
- (b) Recreation, refreshment and service buildings in public parks and playgrounds.

Section 74-482. Accessory Buildings.

- (a) Any accessory building in excess of ~~120~~200 square feet must meet minimal requirements of the State Building Code.
- (b) In case an accessory building is attached to the main building, it shall be made structurally part of the main building and shall comply in all respects with the requirements of this chapter applicable to the main building.
- (c) An accessory building, unless attached to and made a part of the main building, shall not be closer than five (5) feet to the main building, except as otherwise provided in this section.
- (d) A detached accessory building shall not exceed fifteen (15) feet in height for a building with a shed or flat roof, eighteen (18) feet in height for a gable, hip, gambrel, mansard, arch or round roof, or the height of the principal building, whichever is less.
- (e) The wall height of a detached accessory building shall not exceed twelve (12) feet.
- (f) A detached accessory building shall not be located in any required front yard or within five (5) feet of any side or rear lot line.
- (g) In any residential zoning district the style, color, and facing material of a garage shall be compatible with the principal building. No garage shall have a facing material that consists of factory fabricated or pre-engineered steel and/or finished metal panels or other similar material.
- (h) No accessory building in a business or mixed use zoning district shall have a facing material that consists of metal, aluminum or other similar materials.
- (i) In residential districts, temporary accessory buildings and/or containers used for construction purposes are permitted for a period of up to six (6) months after the initial issuance of a building permit. Temporary buildings used for this purpose may be of any material.

Section 74-483. Height Regulations.

- (a) Where the average slope of a lot is greater than one foot rise or fall in seven feet of horizontal distance from the established street elevation at the property line,

one story in addition to the number permitted in the district in which the lot is situated shall be permitted on the downhill side of any building.

- (b) In any district with a height limit of less than 50 feet, public and semipublic buildings, schools and churches, hospitals and other institutions permitted in the district may be erected to a height not exceeding 50 feet. The front, rear and side yards shall be increased one foot for each one foot by which the building exceeds the height limit established in this chapter for such district.
- (c) Height limitations set forth elsewhere in this chapter may be increased by 100 percent when applied to the following:
 - (1) Monuments.
 - (2) Flag poles.
 - (3) Cooling towers.
 - (4) Elevator penthouses.
- (d) Height limitations as set forth elsewhere in this chapter may be increased with no limitation when applied to the following; provided, that a conditional use permit is issued to increase height:
 - (1) Church domes, spires, belfries and roof ridges.
 - (2) Schools, colleges and university buildings.
 - (3) Chimneys or smokestacks.
 - (4) Television and radio broadcasting antennae.
- (e) Height limitations set forth in the R-3, R-4, B-2 and B-3 districts may be increased to six stories or 65 feet of height where the lot is not adjacent to, or closer than, 200 feet to any lot in any R-F, R-1 or R-2 district, and provided a conditional use permit is issued for such height increase, as required by this chapter.

Section 74-484.

Area Regulations.

No lot shall be so reduced that the area of the lot or dimensions of the open spaces shall be smaller than prescribed in this chapter.

Section 74-485.

Yard Regulations.

Measurements shall be taken from the nearest point of the wall of the building to the lot line in question, subject to the following qualifications:

- (a) Cornices, canopies or eaves may extend into the required front yard a distance not exceeding four feet, six inches.
- (b) Fire escapes may extend into the required front yard a distance not exceeding four feet, six inches.
- (c) A landing place or uncovered porch may extend into the required front yard a distance not exceeding six feet, if the landing place or porch has its floor no

higher than the entrance floor of the building. An open railing no higher than three feet may be placed around such place.

- (d) The architectural features enumerated in subsections (4a) through (3c) of this section may also extend into any side or rear yard to the same extent, except that no porch, terrace or outside stairway shall project into the required side yard distance, and except on existing lots that are 50 feet or less in width, in such instance, allowable architectural features may project into the required side yard a distance of two feet.
- (e) On double frontage lots, the required front yard shall be provided on both streets.
- (f) In the districts where filling stations are allowed, pumps and pump islands may be located within a required yard; provided that they are not less than 15 feet from any street right-of-way lines.
- (g) The required minimum side yard for churches shall be 25 feet from any residence lot line.
- (h) The required front yard of a corner lot shall not contain any wall, fence or other structure, tree, shrub or other growth which may cause danger to traffic on a street or public road by obscuring the view.
- (i) The required front yard of a corner lot shall be unobstructed above a height of two feet and below a height of seven feet above top of curb line in a triangular area, two sides of which are the lines running along the sides of the streets or the curb lines from the point of intersection of the two street lines as extended and a point 25 feet from such intersection and along each street line the third side of the triangle being the line between the latter two points. Also, boulevards between curb lines and right-of-way lines shall be unobstructed above a height of two feet and below a height of seven feet above the top of the curb line.
- (j) In determining the depth of rear yard for any building where the rear yard opens into the alley, one-half the width of the alley, but not exceeding ten feet, may be considered a portion of the rear yard, subject to the following qualifications:
 - (1) The depth of any rear yard shall not be reduced to less than ten feet by the application of this exception.
 - (2) If the door of any building or improvement, except a fence, opens toward an alley, it shall not be erected or established closer than a distance of 15 feet from the property line.

Section 74-486.

Garages.

No single-family or two-family dwelling shall be erected in any zoning district unless a garage, detached or attached and covering an area of at least 400 square feet, is also erected in the same parcel at the same time. A certificate of occupancy shall not be issued by the building inspector until all the work for which the building permit was issued has been completed.

Section 74-487.

Trucks in Residential Districts.

- (a) For the purposes of this section, the following definitions shall apply:

- (1) Definitions in Minn. Stat. § 168.011~~001~~⁰⁰², as amended, shall be adopted by reference.
 - (2) *Midsized 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 vehicles weight.
 - (3) *Oversize 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.
 - (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.
- (b) One (1) midsize vehicle or trailer may be parked or stored on a residential property in accordance with off-street parking and loading regulations as regulated by Chapter 74, Article IX, Division 2.
 - (c) One (1) oversize recreational vehicle/recreational equipment that is owned by the occupant of the premises may be parked or stored outside in a residence district in accordance with off-street parking and loading regulations as regulated by Chapter 74, Article IX, Division 2.
 - (d) Farm trucks, semi-trailers, special mobile equipment, truck tractors, farm implements or tractors, trucks carrying or designed to carry explosive or flammable materials, buses operated for hire or for commercial purposes, and earth-moving equipment are prohibited from parking in residential zoning districts, regardless of the length, height or gross vehicle weight.
 - (e) This section shall not prohibit vehicles or trailers, as described in subsection (b) through (d) of this section, from short-term parking of vehicles when loading, unloading, or rendering a service.
 - (f) No auxiliary motors or engines on any vehicle or equipment shall be allowed to operate except when actively loading, unloading or performing a service.
 - (g) The Zoning Administrator or his/her designee may grant an administrative waiver, in writing, to a resident to allow:
 - (1) A resident to temporarily park or store an oversized vehicle outside at their place of residence once per year for a period of up to seven (7) days.

Section 74-488.

Walls, fences, and hedges.

- (a) A fence is defined, for the purpose of this section, as any partition, structure, wall, or gate erected as a divider marker, barrier or enclosure and located along the boundary, or within the required yard. For the purpose of this section, a fence shall not include naturally growing shrubs, trees or other foliage.

- (b) No fence shall be erected or substantially altered in the city without securing a permit from the building inspector. All such permits shall be issued upon a written application which shall set forth the type of fence to be constructed, the material to be used, height, and exact location of the fence. A fee as determined by the City Council shall be paid with each application.
- (c) Fences, when constructed to enclose any lot or tract of land, shall be located in such a way that the entire fence shall be on the property of the owner. Posts and framework shall be placed within the property lines of the owner and the actual fencing material, such as chain link, lumber, pickets, etc., shall be placed on the side of the fence which faces the street or adjacent property.
- (d) No fence shall be allowed or constructed on street rights-of-way. Fences may, by permit, be placed on public utility easements so long as the structures do not interfere in any way with existing underground or over ground utilities. The City or any utility company have authority to use such easements, shall be not be liable for repair or replacement of such fences in the event they are moved, damaged or destroyed by virtue of the lawful use of such easement.
- (e) In single and two-family residential districts, no fence may exceed four feet in height above the ground level, in front of the front line of the residential structure, along any street or highway right-of-way, or in the front yard as defined by this chapter. In these two districts, fences along the side lines to the rear line, including rear lines abutting street or highway right-of-way, may not exceed six feet in height above the ground level.
- (f) The required front yard of a corner lot shall not contain any fence which may cause danger to traffic on a street or public road, by obscuring driver's view. On corner lots, no fence shall be permitted within the intersection sight distance triangle.
- (g) Off-street parking and loading zones and landscaped areas for nonresidential and for multiple-family residential development adjoining one- or two-family residence districts shall be screened by a minimum of six-foot high fence and/or a planting buffer screen. Plans of such screen or fence shall be submitted for approval as part of the site plan review by the Planning Commission and the City Council. Such plans shall be part of the application for a building permit and such fence or landscaping shall be installed as part of the initial construction and be maintained in a sightly condition, compatible with the surrounding area.
- (h) Every fence shall be constructed in a workmanlike manner and of substantial material reasonably suited to the purpose for which the fence is to be used. Cloth or canvas fences shall not be allowed. Barbed wire is not allowed in any residence district but may be installed in commercial or industrial districts with approval by the building inspector. Every fence shall be maintained in a condition of good repair and shall not be allowed to become and remain in a condition which would constitute a public nuisance or a dangerous condition. The building inspector is authorized to notify the owner or owners of the condition and allow owner or owners 60 days in which to repair or demolish the fence.
- (i) Fences shall be constructed in conformity with the wind, stress, foundation, structural and other requirements of the state building code when applicable.

Section 74-489.

Tree Preservation.

- (a) Standards of Preservation During Construction or Grading
- (1) Intent. Developments, structures, utilities, and all other site activities must be designed, installed, and constructed so that the maximum numbers of trees are preserved on all lots or parcels.
 - (2) For the purpose of this section, a significant tree shall be defined as any live, healthy tree measuring eight (8) inches in diameter or greater, measured at 4.5 feet above the ground.
 - (3) Tree Preservation Plan Required. To minimize tree loss and to mitigate tree removal on wooded lots or parcels with trees, a tree preservation plan must be submitted for approval along with any land disturbance permit, grading permit, site plan, or plat approval. All site activity associated with the proposed permit or plat must be in compliance with the approved tree preservation plan.
 - (4) Tree Preservation Plan. A registered architect, landscape architect, forester, or engineer must prepare the tree preservation plan. The plan must include a scaled drawing or survey including the following information:
 - a. A tree inventory indicating the amount, species, location and condition of all existing significant trees and clumps of non-significant trees within the limits of the proposed activity.
 - b. Identification of significant trees to be protected, preserved, undisturbed or to be removed.
 - c. Location of existing and proposed structures, improvements, utilities and existing and proposed contours.
 - d. Protection techniques that will be utilized to minimize disturbance to all trees remaining on site. Trees must be protected from direct and indirect root damage and trunk and crown disturbance. The following preservation standards apply:
 1. Construction activities including parking, material storage, dirt stockpiling, concrete washout and other similar activities must be done as to not damage or destroy a significant tree.
 2. Protective fencing must be installed around trees that are not being removed. Such fences must be at least four feet high and must consist of polyethylene safety fencing. Fencing must remain in place until construction is completed or other landscaping has been installed and the City Forester has approved the removal of the fencing.
 - e. A tree replacement plan indicating size, species, location, and planting specifications of all street and replacement trees.
 - (5) Tree Replacement.

- a. Each significant tree removed or damaged through construction or grading, or found to have been damaged within one (1) year after completion of construction, must be replaced on-site at a ratio of 1:1 except for:
 - 1. Non Residentially Zoned Property: In no case need the tree replacement density exceed eight (8) trees per acre in non-residentially zoned districts.
 - 2. Residential Zoned Property: In no case need the tree replacement density exceed eight (8) trees per acre on lots one (1) acre or more or subdivisions that occur on unplatted land over one (1) acre. On residentially zoned lots less than one acre, a one to one (1:1) replacement of all trees will be required for the first seven (7) trees removed from the lot.
 - 3. Significant trees removed that the City Forester determines to be undesirable, invasive, or diseased shall not need to be replaced.
 - b. Street trees shall not be counted towards the number of replacement trees required on a site.
 - c. Replacement trees shall be a minimum 2 1/2 inches in diameter if deciduous, or six (6) feet in height if coniferous, measured at 4.5 feet above ground, and shall be a species similar to those which were destroyed unless otherwise required by the City Forester. Replacement trees shall be balled and burlap.
 - d. Mississippi River Control Corridor/Rum River Corridor. Any lands within the Mississippi River Control Corridor/Rum River Corridor shall meet tree replacement/preservation regulations set forth in Article VI, Division I, Section 74-287 of this chapter.
- (6) Tree Replacement Fee. If the developer is unable to replace the required amount of trees due to physical circumstances unique to the site, a tree replacement fee in an amount established by the City Council shall be paid in lieu of tree replacement.
 - (7) Trees on Public Property. Trees on public property shall be regulated by Chapter 70, Article IV, Trees On Public Property.
 - (8) Inspection and Enforcement. Prior to commencement of site grading or excavation, the site shall be staked and fenced for tree protection per the approved tree preservation plan. Construction activities shall cease until compliance with the tree preservation plan has been achieved. Violations of this section shall be considered a misdemeanor.

Sections 74-490

Metal Roof.

- (a) Prefinished metal roofs are permitted in all districts provided:

- (1) The metal roof shall not have exposed fasteners, semi-concealed fasteners, or any fastener system that does not adhere directly to the support system.
 - (2) Any metal roof that is not a high-quality commercial thickness/weight according to the Building Code is prohibited.
 - (3) Any metal roof that has not been treated with a factory applied color-coating system is prohibited.
 - (4) Must have a color retention guarantee minimum of 20 years.
 - (5) There shall be no open ended rivets or seams where the roofline meets the fascia.
- (b) Single family homes, townhomes and rowhomes shall be allowed to use slate, shingle, shake, tile, or similar design pre-finished metal roofs. Standing seam metal roof design is not allowed on single family homes, townhomes, and rowhomes, **with the exception of copper accents or trim.**



Section 74-491. Temporary Accessory Buildings.

- (a) Definitions.

Temporary accessory building. A building used for a temporary purpose which has a roof but is without a foundation or footings, is designed to be removable, and is not designed to be permanently attached to the ground, to another structure, or to any utility system. Such buildings are typically constructed of a canvas or other fabric over a PVC, metal or wood frame.

- (b) One temporary accessory building is permitted on each parcel in all residential districts, subject to the following standards:
- (1) A temporary accessory building permit must be obtained.
 - (2) The area of the temporary accessory building will be included in the impervious surface calculations for the property.
 - (3) The size of the temporary accessory building shall not exceed 12' x 26'.
 - (4) The temporary accessory building shall be securely anchored to withstand the weather and prevent against collapsing.

- (5) The temporary accessory building shall be placed in the rear yard, a minimum of five feet (5') from either the side or rear lot line. For riparian lots, the temporary building must be placed on the river side of the property and must meet the structure setback requirements from the river or placed no closer than that of the existing primary structure if the primary structure does not meet setback requirements. In the case of a corner lot, a temporary accessory building may be located in a side yard.
- (6) The temporary accessory building can be placed on the site for a period of no more than six (6) months per calendar year. In cases where weather prevents timely removal, one 30-day extension may be granted administratively. Such extension shall require an extension permit.
- (7) The temporary accessory building must be constructed of durable, fire retardant materials.
- (8) The temporary accessory building shall not exceed the height of any other accessory structures on the site or 15', whichever is less.
- (9) For purposes of this Section, tents and canopies erected for events, weddings, family gatherings, etc. are not required to get a temporary building permit if erected for a period of two weeks or less.
- (10) All applicable requirements of the State Building Code and the State Fire Code shall be met.
- (11) Materials stored in the temporary accessory building must meet the standards of the State Fire Code.
- (12) The temporary accessory building must remain in good repair throughout the time it is erected on the site. Frames without a covering are not permitted.
- (13) A temporary accessory building erected on a site shall be counted toward the maximum number of accessory buildings allowed by this Ordinance.
- (14) A pre-existing temporary accessory building that existed prior to August 21, 2015, and that is in compliance with this Section is permitted until November 1, 2016 and is not subject to Section 74-491(b)(6) until said date, at which point any pre-existing temporary accessory building must meet all regulations set forth in this Section. Any temporary accessory building installed after August 21, 2015 must meet all regulations set forth in this Section.

Sections 74-492.

Accessory Structure Administrative Site Plan Approval

- (a) For the purpose of enforcing this Chapter, an accessory structure site plan approval shall be required of all persons intending to erect, alter, or place any building or structure that is otherwise exempt from needing a building permit under MN Statute 1300.0120, Subp. 4, A.(1).
- (b) The accessory structure site plan review shall be approved by the zoning administrator or their designee upon a written finding that the proposal meets the requirements of the applicable zoning district and is in compliance with the relevant ordinance standards.
- (c) Administrative site plan approval shall be processed according to the procedures and criteria set forth in City Code Chapter 74, Section 74-38 (g).

(d) Application materials. The person seeking site plan approval must fill out and submit to the zoning administrator a completed application. The review fee shall be established by the City Council and recorded in the Anoka Fee Schedule. The applicant shall submit the following information as part of the application:

(1) A site plan showing the following information:

- a. Location and dimensions of lot lines, buildings, driveways, off-street parking spaces, sidewalks, patios, and other forms of impervious lot coverage as determined by the zoning administrator.
- b. Distances between buildings.
- c. Front, side, and rear lot lines with dimensions.
- d. Location of any easements or underground utilities.
- e. Other information deemed necessary to determine compliance with City Code.

(2) A narrative describing how the structure will be used.

(3) A signed statement by the applicant stating that they are aware that Anoka City Code prohibits residential occupancy and home occupations in accessory structures.

(4) Any other information requested by the zoning administrator in order to allow a reasonable review of the requested proposal.

Sections 74-493 - 74-505. Reserved.



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

**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.

NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council hereby approves the following summary of an ordinance establishing Chapter 74, Article IX, Division 1, Accessory Structure Administrative Site Plan Approval of the Anoka City Code (ORD-2016-#####), including the sections as listed below.

CHAPTER 74. ZONING

ARTICLE IX. Supplemental Regulations

DIVISION 1. Generally

Section 74-482. Accessory Buildings

Section 74-485. Yard Regulations

Section 74-487. Trucks in Residential Districts

Section 74-492. Accessory Structure Administrative Site Plan Approval

Sections 74-493 – 74.505. Reserved

The above ordinance establishing Chapter 74, Article IX, Division 1, Accessory Structure Administrative Site Plan Approval Ordinance of City Code shall become effective seven (7) days after publication of this Resolution.

Adopted by the Anoka City Council on this the 1st day of August 2016.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

COUNCIL MEMO FORM

9.1

Meeting Date	August 1, 2016
Agenda Section	Ordinances and Resolutions
Item Description	ORD/Amending Chapter 46, Article VII, Offenses Related to Drug (Second Reading) RES/Summary of Ordinance: Amending Chpt 46, Article VII
Submitted By	Doug Borglund, Deputy Community Development Director

BACKGROUND INFORMATION:

This is the 2nd reading of proposed Chapter 46, Article VII, of the City Code establishing Offenses Related to Drug Paraphernalia.

During the 1st reading of the ordinance the City Council asked a question related to medical marijuana. Staff has researched the issue and has discussed the issue with the City Attorney. State law which currently allows for the use of medical marijuana in an edible or vapor form only, as opposed to smoking marijuana. At this time, language addressing medical marijuana should not be added to the proposed ordinance.

There has also been one minor change since the 1st reading.

Change from the 1st reading illustrated below:

ARTICLE VII. Offenses Related to Drug Paraphernalia

Section 46-160 Drug Paraphernalia.

~~Pursuant to authority granted by Minnesota Statutes, Section 462.3593, subdivision 9, the City of Anoka opts out of the requirements of Minn. Stat. §462.3593, which defines and regulates Temporary Family Health Care Dwellings.~~
Pursuant to authority granted by Minnesota Statutes, Section 152.205

The City of Anoka has seen an increased number of businesses that have moved into the community that sell products that can be identified as drug paraphernalia. The City Code has been reviewed and determined that adequate provisions are not in place to address the issue of drug paraphernalia.

Many Minnesota cities have adopted ordinances that restrict the use, sale, or possession of drug paraphernalia by local ordinance. Cities are placed in an enforcement position because some retailers have expanded the selling of products and equipment that can be used with controlled substances and utilize direct or indirect advertising of drug paraphernalia, including but not limited to different pipes and bongs. With this product expansion occurs, it changes or modifies the nature of the business itself.

In 2013, a U.S. District Court judge upheld the City of Moorhead's ban on selling and possessing drug paraphernalia, which dismissed a lawsuit filed by a Moorhead, Minnesota Businessman.

City Staff has made an effort to communicate with business owners and property owners where drug paraphernalia is presently being sold currently. The message that has been conveyed to these businesses is that the City of Anoka as a community does support the use of controlled substances or anything related to their use. The objective is not put any business out of business in the City of Anoka. The objective of the adoption of such an ordinance is at the heart of an effort to preserve the health, safety, and welfare of Anoka's citizens and those who do business in the City of Anoka, or visit the City of Anoka.

In summary, the effort behind the adoption of such an ordinance is to uphold a positive community image, promote and maintain positive community health, and preserve and maintain safety of all citizens and the general public.

FINANCIAL IMPACT:

Publication of the Ordinance.

COUNCIL REQUESTED ACTION:

1. Hold the second reading and adopt the Ordinance amending Chapter 46, Article VII; Offenses Related to Drug Paraphernalia
2. Adopt Summary of Ordinance amending Chapter 46, Article VII



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

CITY OF ANOKA, MINNESOTA

ORDINANCE

ORD-2016-XXX

**AN ORDINANCE
TO THE CODE OF THE CITY OF ANOKA**

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

Section 1. Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, Chapter 46, Article VII; Offenses Related to Drug Paraphernalia, is hereby established 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 46. OFFENSES AND MISCELLANEOUS PROVISIONS

ARTICLE VII. Offenses Related to Drug Paraphernalia

Section 46-160 Drug Paraphernalia.

Pursuant to authority granted by Minnesota Statutes, Section 152.205

- (a) *Definition.* For the purpose of this section, the following definition shall apply unless the context clearly indicates or requires a different meaning.

Drug Paraphernalia. All equipment, products, and materials of any kind which are used, primarily used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, enhancing, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introduce into the human body a controlled substance in violation of M.S. Ch. 152, as it may be amended from time to time. Drug paraphernalia does not include the possession, manufacture, delivery, or sale of hypodermic needles or syringes. The term drug paraphernalia includes, but is not limited to:

- (1) Diluents and adulterants, such as quinine hydrochloride, mannitol, mannite, dextrose, and lactose, used, intended for use, or designed for use in cutting controlled substances;
- (2) Separation gins and sifters used, intended for use, or designed for use in removing twigs and seeds from, or in otherwise cleaning or refining, marijuana;
- (3) Kits used, intended for use, or designed for use in planting, propagating, cultivating, growing or harvesting any species of plant which is a controlled substance or from which controlled substances can be derived;
- (4) Kits used, intended for use, or designed for use in manufacturing, compounding, converting, producing, processing or preparing controlled substances;
- (5) Isomerization devices used, intended for use, or designed for use in increasing the potency of any species of plant which is a controlled substance;
- (6) Testing equipment used, intended for use, or designed for use in identifying or in analyzing the strength, effectiveness, or purity of controlled substances;
- (7) Scales and balances used, intended for use, or designed for use in weighing or measuring controlled substances;
- (8) Blenders, bowls, containers, spoons, grinders, and mixing devices used, intended for use, or designed for use in compounding, manufacturing, producing, processing, or preparing controlled substances;
- (9) Capsules, balloons, envelopes, and other containers used, intended for use, or designed for use in packaging small quantities of controlled substances;
- (10) Containers and other objects used, intended for use, or designed for use in storing or concealing controlled substances or products or materials used or intended for use in manufacturing, producing, processing, or preparing controlled substances;
- (11) Objects used, intended for use, or designed for use in ingesting, inhaling, or otherwise introducing marijuana, cocaine, hashish, or hashish oil into the human body, which shall include, but not be limited to the following:

- a. Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls;
 - b. Water pipes;
 - c. Carburetion tubes and devices;
 - d. Smoking and carburetion masks;
 - e. Objects commonly referred to as roach clips, meaning objects used to hold burning materials, such as a marijuana cigarette, which has become too small or too short to be held in the hand;
 - f. Miniature cocaine spoons and cocaine vials;
 - g. Chamber pipes;
 - h. Carburetor pipes;
 - i. Electric pipes;
 - j. Air-driven pipes;
 - k. Chillums;
 - l. Bongs;
 - m. Ice pipes or chillers; and
- (12) Ingredients or components to be used or intended or designed to be used in manufacturing, producing, processing, preparing, testing, or analyzing a controlled substance, whether or not otherwise lawfully obtained, including anhydrous ammonia, nonprescription medications, methamphetamine precursor drugs, or lawfully dispensed controlled substances.

(b) *Factors to be considered in determining if an object is drug paraphernalia.* In determining whether an object is drug paraphernalia, a court or other authority shall consider, in addition to all other logically relevant factors, the following:

- (1) Statements by an owner or by anyone in control of the object concerning its use;
- (2) Prior convictions, if any, of an owner or of anyone in control of the object under any state or federal law relating to any controlled substance and/or drug paraphernalia;
- (3) The proximity of the object, in time and space, to a direct violation of this section;
- (4) The proximity of the object to any controlled substance;
- (5) The existence of any residue of a controlled substance on the object;
- (6) Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object, to deliver it to any person whom he or she knows, or should reasonably know, intends to use the object to facilitate a violation of this section. The innocence of an owner, or of anyone in control of the object, as to a direct violation, of this act shall not prevent a finding that the object is intended for use or designed for use as drug paraphernalia;
- (7) Instructions, oral or written, provided with the object concerning its use;
- (8) Descriptive materials accompanying the object which explain or depict its use;
- (9) National and local advertising concerning its use;
- (10) The manner in which the object is displayed for sale;
- (11) Direct or circumstantial evidence of the ratio of sales of the object or objects to the total sales of the business enterprise;
- (12) The existence and scope of any legitimate use for the object in the community;
- (13) Expert testimony concerning its use;

- (14) Whether the owner, or any one in control of the object, is a legitimate supplier of like or related items to the community, for example, a licensed distributor or dealer of tobacco products; and
 - (15) The actual or constructive possession by the owner or a person in control of the object or the presence in a vehicle or structure where the object is located of written instructions, directions, or recipes to be used, or intended or designed to be used, in manufacturing, producing, processing, preparing, testing, or analyzing-a controlled substance.
- (c) *Possession of drug paraphernalia prohibited.* It is unlawful for any person to use, or to possess with intent to use, drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance in violation of M.S. Ch. 152, as it may be amended from time to time. Any violation of this section is a petty misdemeanor.
- (d) *Manufacture or delivery of drug paraphernalia prohibited.* It is unlawful for any person to deliver, possess with intent to deliver, sell, possess with intent to sell, or manufacture with intent to deliver or sell, drug paraphernalia, if that person knows, or under circumstances where one reasonably should know that the drug paraphernalia will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, enhance, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance in violation of M.S. Ch. 152. Any violation of this section is a misdemeanor.



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2016-XXXX

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

NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council hereby approves the following summary of an ordinance amending Chapter 46, establishing Article VII, Section 46-160, Drug Paraphernalia of the Anoka City Code (ORD-2016-XXXX), including the sections as listed below.

CHAPTER 46. OFFENSES AND MISCELLANEOUS PROVISIONS.

ARTICLE VII. Offenses Related to Drug Paraphernalia.

Section 46-160. Title.

- (a) **Definitions.**
- (b) **Factors to be considered in determining if an object is drug paraphernalia.**
- (c) **Possession of drug paraphernalia prohibited.**
- (d) **Manufacture or delivery of drug paraphernalia.**

The above ordinance amending Chapter 46, establishing Article VII, Section 46-160, Drug Paraphernalia Ordinance of City Code shall become effective seven (7) days after publication of this Resolution.

Adopted by the Anoka City Council on this the 1st day of August, 2016.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

COUNCIL MEMO FORM

9.2

Meeting Date	August 1, 2016
Agenda Section	Ordinances and Resolutions
Item Description	ORD/Approving a Prurchase Agreement for the Sale of 205/207 Fremont St.(1 st reading)
Submitted By	Doug Borglund, Deputy Community Development Director

BACKGROUND INFORMATION:

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

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

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

The proposed schedule is as follows:

- August 1, 2016: First Reading of an ordinance to sell property to Tim and Phoumma Hoffman.
- August 15, 2016: Second Reading of an ordinance to sell property to Tim and Phoumma Hoffman.
- August 26, 2016: Real Estate Closing

FINANCIAL IMPACT:

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

COUNCIL REQUESTED ACTION:

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



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

**CITY OF ANOKA, MINNESOTA
 ORDINANCE**

ORD-2016-XXXX

**AN ORDINANCE TO CONVEY REAL PROPERTY
 TO TIM AND PHOUMMA HOFFMAN.**

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

WHEREAS, Tim and Phoumma Hoffman propose to purchase the property identified in the purchase agreement or Exhibit A; and

WHEREAS, the Council has determined in accordance with Section 13.05 of the City Charter that it would be in the best interest of the City of Anoka to sell the real property owned by the City of Anoka to Tim and Phoumma Hoffman pursuant to the terms of the attached Purchase Agreement or Exhibit A.

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

1. The City Council hereby approves the sale of said real property pursuant to the attached Purchase Agreement.
2. The City Council authorizes and directs the Mayor and City Clerk to execute a deed and all of the documents necessary to complete the sale.
3. This ordinance shall be in full force and effect seven (7) days after publication.

ATTEST:

	Introduced:	
	Adopted:	
	Published:	
Phil Rice, Mayor	Effective:	

	Aye	Nay	Abstain	Absent
Rice				
Anderson				
Freeburg				
Schmidt				
Weaver				

Amy T. Oehlers, City Clerk

ADDENDUM TO PURCHASE AGREEMENT: COUNTEROFFER

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1 Date 07/18/2016

2 Page 1 of 2

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

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

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

9 (Select appropriate changes from original offer.)

10 Sale price shall be \$ 220,000.00

11 Earnest money shall be a total of \$ _____

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

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

15 Closing date shall be August 26 20 16

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

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

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

21
22
23
24
25
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27
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 7-18-16
(Seller) (Date)

Authentisign
Jim Hoffman
7/20/2016 7:07:25 PM CDT
Authentisign (Date)
Phoumma Hoffman
7/20/2016 10:33:38 PM CDT (Date)

29 **ATTACH ONLY THE FINAL COUNTEROFFER ADDENDUM TO THE PURCHASE AGREEMENT.**

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

ADDENDUM TO PURCHASE AGREEMENT

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1. Date 07/18/16

2. Page 2 of Counter Offer Addendum

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

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

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

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

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

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

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

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

25.
26.
27.
28.
29.
30.
31.
32.

 7-18-16
(Seller) (Date)

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

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

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

PURCHASE AGREEMENT

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1. Date 7-11-16

2. Page 1 of _____

3. BUYER (S): Tim hoffman

4. Phouma Hoffman

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

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

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

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

12. Street Address: 205 Fremont Street

13. City of Anoka, County of Anoka

14. State of Minnesota, legally described as

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

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

29. _____
30. _____

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

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

33. _____
34. _____

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

36. Two Hundred Thousand Dollars,

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

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

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

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

44. Conventional FHA DVA Assumption Contract for Deed Other: _____
(Check one.)

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

PURCHASE AGREEMENT

46. Page 2 Date _____

47. Property located at 205 Fremont Street Anoka MN 55303

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

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

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

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

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

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

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

58. Property Inspection performed at Buyer's expense.

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

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

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

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

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

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

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

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

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

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

69. _____;and

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

71. _____

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

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

75. and payable in the year 20 16 .

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

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

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

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

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

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

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

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

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

PURCHASE AGREEMENT

88. Page 3 Date _____

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

138. Property located at 205 Fremont Street Anoka MN 55303

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

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

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

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

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

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

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

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

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

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

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

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

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

PURCHASE AGREEMENT

184. Page 5 Date _____

185. Property located at 205 Fremont Street Anoka MN 55303

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

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

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

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

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

196. (Check appropriate boxes.)

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

198. CITY SEWER YES NO / CITY WATER YES NO

199. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

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

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

203. **PRIVATE WELL**

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

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

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

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

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

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

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

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

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

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

222. not to exceed \$ _____.

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

PURCHASE AGREEMENT

225. Page 6 Date _____

226. Property located at 205 Fremont Street Anoka MN 55303

227.

NOTICE

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

229. Foundational Realty
(Real Estate Company Name)

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

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

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

233.

DUAL AGENCY REPRESENTATION

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

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

236. Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 237-252.*

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

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

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

250. Seller _____ Buyer _____

251. Seller _____ Buyer _____

252. Date _____ Date _____

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

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

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

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

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

PURCHASE AGREEMENT

269. Page 7 Date _____

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

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

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

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

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

283. **OTHER:** _____

284. _____

285. _____

286. _____

287. _____

288. _____

289. _____

290. _____

291. _____

292. _____

293. _____

294. _____

295. _____

296. _____

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

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

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

PURCHASE AGREEMENT

301. Page 8 Date _____

302. Property located at 205 Fremont Street Anoka MN 55303

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

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

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

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

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

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

X Tim Hoffman 7/11/16
(Buyer's Signature) (Date)

318. X _____
(Seller's Printed Name)

X Tim hoffman
(Buyer's Printed Name)

319. X _____
(Marital Status)

X _____ M
(Marital Status)

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

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

321. X _____
(Seller's Printed Name)

X Phouma Hoffman
(Buyer's Printed Name)

322. X _____
(Marital Status)

X _____ M
(Marital Status)

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

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

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

330. SELLER(S) _____

BUYER(S) Tim Hoffman

331. SELLER(S) _____

BUYER(S) Phouma Hoffman

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

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1. Date 7-11-16

2. Page _____

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

5. Anoka MN 55303

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

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

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

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

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

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

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

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

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

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



a Berkshire Hathaway affiliate

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

40. Page _____

41. Property located at 205 Fremont Street Anoka MN 55303

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

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

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

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

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

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

58. LENDER COMMITMENT WORK ORDERS: Nothing in this Purchase Agreement shall be construed as a warranty
59. that Seller shall make repairs required by the lender commitment. However, Seller agrees to pay up to
60. \$ 1000 to make repairs as required by the lender commitment. If the lender commitment
61. is subject to any work orders for which the cost of making said repairs shall exceed this amount, Seller shall have the
62. following options:

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

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

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

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

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

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



**ADDENDUM TO PURCHASE AGREEMENT:
INSPECTION CONTINGENCY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



ADDENDUM TO PURCHASE AGREEMENT:
INSPECTION CONTINGENCY

41. Page _____

42. Property located at 205 Fremont Street Anoka

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

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

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

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

55. OTHER:

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

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

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

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

1. Date _____

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

(Seller)

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

5. Tim hoffman Phouma Hoffman the following

(Buyer)

6. described Goods, Chattels and Personal Property:

2 REFRIGERATORS

2 RANGES

2 WASHERS

2 DRYERS

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

(Year)

9. 205 Fremont Street Anoka MN 55303

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

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

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

16. _____
(Seller) (Date)

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

17. _____
(Seller) (Date)

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

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

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

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1. Page 1

2. **ARBITRATION DISCLOSURE**

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

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

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

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

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

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

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

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



a Berkshire Hathaway affiliate

DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

47. Page 2

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

51. For the property located at 205 Fremont Street

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. *(Select one option only.)*

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

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

23. The inspection report was prepared by _____

24. _____

25. and dated _____, 20_____.

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

28. _____

29. _____

30. _____

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

33. _____

34. _____

35. _____

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

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

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

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

47. Page 2

48. Property located at 205 Fremont St Anoka MN 55303

49. **OTHER REQUIRED DISCLOSURES:**

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

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

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

59. There is a subsurface sewage treatment system on or serving the above-described real property.

60. (See *Disclosure Statement: Subsurface Sewage Treatment System.*)

61. There is an abandoned subsurface sewage treatment system on the above-described real property.

62. (See *Disclosure Statement: Subsurface Sewage Treatment System.*)

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

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

66. Seller certifies there are one or more wells located on the above-described real property.

67. (See *Disclosure Statement: Well.*)

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

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

70. Comments: _____

71. _____

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

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

77. Additional comments: _____

78. _____

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

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

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

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

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

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

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

95. Page 3

96. Property located at 205 Fremont St Anoka MN 55303

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

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

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

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

101. (See Disclosure Statement: Methamphetamine Production.)

102. **F. RADON DISCLOSURE:**

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

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

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

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

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

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

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

(Check one.)

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

126. _____

127. _____

128. _____

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

(Check one.)

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

132. _____

133. _____

134. _____

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

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

139. Page 4

140. Property located at 205 Fremont St Anoka MN 55303

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

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

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

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

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

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

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

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

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

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

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

Instanet

DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES

181. Page 5

182. Property located at 205 Fremont St Anoka MN 55303

183. K. SELLER'S STATEMENT:

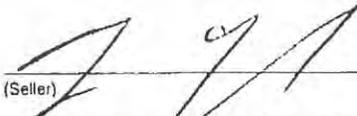
184. (To be signed at time of listing.)

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

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

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

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

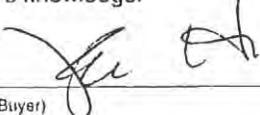
203.  6-16-2016 _____
(Seller) (Date) (Seller) (Date)

204. L. BUYER'S ACKNOWLEDGEMENT:

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

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

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

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

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

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

Instant:

Radon in Real Estate Transactions

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

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

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

Disclosure Requirements



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

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

MDH Minnesota
Department of Health

INDOOR AIR UNIT

Radon Facts

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

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

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



MDH Radon Program

PO Box 64975

St. Paul, MN 55164-0975

health.Indoor@state.mn.us

www.health.state.mn.us/radon

651-201-4601

800-798-9050

Radon Testing

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

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

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

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

Place the test kit:

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

Radon Mitigation

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

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

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

Radon Warning Statement

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

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

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

Continuous Radon Monitor (CRM)

Fastest



Simultaneous Short-term Testing

Second Fastest



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

COUNCIL MEMO FORM

11.1

Meeting Date	08-01-2016
Agenda Section	New Business
Item Description	Consideration of Issuance of a Special Events License; Walker Methodist Church
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

Walker Methodist would like to hold their first Polka Street Dance on Sept 10. The event will be called Plaza Fest.

They would close off Monroe St, between 1st Ave & 2nd Ave (this is directly under the skyway).

The dance would be from 4:00 p.m. until 7:00 p.m.

At your last meeting, the Council approved recommending that the State issue them a Bingo/Raffle Permit. Earlier in this meeting, Council would have acted upon the issuance of a Temporary On-Sale Liquor License so they could sell beer/wine at the dance, to the attendees only.

They expect between 150-180 for this first time event. The event is planned to be an annual event.

Per the new regulations of the Special Events Code:

- * The entity is a non-profit
- * 100% of the proceeds after expenses will go back to Walker Methodist, a non-profit, to help fund a walking rack and fitness equipment.
- * Attached is draft of their proposed budget

Anoka City Code, Section 14-258, requires that staff notify ABLA of the proposed special event, prior to Council consideration. AS of the writing of this memo, no concerns or objections have been expressed.

Corey Trembath of Walker Methodist will be at the meeting to answer any questions the Council may have.

FINANCIAL IMPACT

The cost of the Special Events license is: \$75 for first annual event, plus \$25 investigation fee. Future events are not charged a fee as long as there are no substantial changes to the event, as determined by City staff.

COUNCIL ACTION REQUESTED

Request that the Council acts on the issuance of this license, and if approved, require that the event sponsor provide a detailed summary of the event costs, funds generated, and proceeds payout, within thirty (30) days after the event.

PlazaFest
September 10, 2016

REVENUE		
Admission Fees	5000	
Auctions	4000	
Raffles/Games	1000	
Donations - includes In Kind	20000	
Sponsorships	25000	
TOTAL REVENUE	55000	
EXPENSES		
Food/Beverages	5000	
License Fees	150	
Eertainment	500	
Rentals	1000	
Misc.	500	
TOTAL EXPENSES	7150	
Net Revenue		47850

COUNCIL MEMO FORM

12.1

Meeting Date	08-01-2016
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 BUDGET WORKSESSION

Monday, August 08, 2016 - 5:05 p.m.

Council Worksession Room

Purpose: City Council Governmental Budget Review



CITY COUNCIL BUDGET WORKSESSION

Monday, August 15, 2016 - 5:00 p.m.

Council Worksession Rm

Purpose: City Council Proprietary Budget Review



City Council - Regular Meeting

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

Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 August 1, 2016 Regular Mtg.
4. **OPEN FORUM** **The open forum is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and address for the record. Rules of Conduct as listed in the public folder provided at the entrance of the Council Chambers must be adhered to.*
 - 4.1 Anoka Halloween (Terrie Schoomer); Thank you to City.
5. **PUBLIC HEARING(S)**
6. **CONSENT AGENDA**
 - 6.1 Verified Bills.
 - 6.2 Revising & Setting Council Calendars.
7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
 - 7.1 Planning Items:
 - 7.1.A ORD/Amending Chpt 74; Article V, Division 2; Home Occupations. (1st reading)
 - 7.1.B RES/Site Plan Amendment; 3201 & 3215 Round Lake Blvd.
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**
 - 9.1 ORD/Approving a Purchase Agreement for the Sale of 205/207 Fremont St. (2nd reading)
10. **UNFINISHED BUSINESSES**
11. **NEW BUSINESS**
12. **UPDATES & REPORTS**
 - 12.1 Tentative Agendas.

ADJOURNMENT



City Council - Worksession
Monday, August 29, 2016 - 5:00 p.m.
Council Worksession Room
(meeting will not be cablecast)

1. CALL TO ORDER
2. ROLL CALL
3. COUNCIL BUSINESS and/or DISCUSSION ITEMS
 - 3.1 Discussion; Final Budget.
4. ADJOURNMENT



City Council - Regular Meeting

Tuesday, September 6, 2016 - 7:00 p.m.

Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 August 15, 2016 Budget Worksession.
August 15, 2016 Regular Mtg.
4. **OPEN FORUM** **The open forum is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and address for the record. Rules of Conduct as listed in the public folder provided at the entrance of the Council Chambers must be adhered to.*
5. **PUBLIC HEARING(S)**
 - 5.1
6. **CONSENT AGENDA**
 - 6.1 Verified Bills.
 - 6.2 Revising & Setting Council Calendars.
7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
 - 7.1 Planning Items:
 - 7.1.A ORD/Amending Chpt 74; Article V, Division 2; Home Occupations. (2nd reading)
RES/Approving Summary Publication; Chpt 74, Article V, Division 2; Home Occupations.
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**
10. **UNFINISHED BUSINESSES**
11. **NEW BUSINESS**
12. **UPDATES & REPORTS**
 - 12.1 Tentative Agendas.

ADJOURNMENT



City Council - Regular Meeting

Monday, September 19, 2016 - 7:00 p.m.

Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 September 6, 2016 Regular Mtg.
4. **OPEN FORUM** **The open forum is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and address for the record. Rules of Conduct as listed in the public folder provided at the entrance of the Council Chambers must be adhered to.*
5. **PUBLIC HEARING(S)**
 - 5.1
6. **CONSENT AGENDA**
 - 6.1 Verified Bills.
 - 6.2 Revising & Setting Council Calendars.
7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
 - 7.1 Planning Items:
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**
10. **UNFINISHED BUSINESSES**
11. **NEW BUSINESS**
12. **UPDATES & REPORTS**
 - 12.1 Tentative Agendas.

ADJOURNMENT



City Council - Worksession
Monday, September 26, 2016 - 5:00 p.m.
Council Worksession Room
(meeting will not be cablecast)

1. CALL TO ORDER
2. ROLL CALL
3. COUNCIL BUSINESS and/or DISCUSSION ITEMS
 - 3.1 Discussion; Downtown Activity.
4. ADJOURNMENT