



City Council - Regular Meeting
Monday, August 3, 2015 - 7:00 p.m.
Council Chambers
(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 July 20, 2015 Executive Session.
July 20, 2015 Regular Mtg.
July 27, 2015 Worksession.
4. **OPEN FORUM** **The open forum is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and address for the record. Rules of Conduct as listed in the public folder provided at the entrance of the Council Chambers must be adhered to.*
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 IX, Division 1, Establishing Section 74-491; Temporary Buildings. (2nd reading)
 - 7.1.B ORD/Amending Chpt 74, Article IX, Establishing Division 5, Traffic Analysis. (1st Reading)
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**
 - 9.1 ORD/ Amending Chpt 66, Article III; Solid Waste Collection & Disposal. (1st reading)
 - 9.2 ORD/Sale of Property to Minnesota Street Works. (2nd reading)
 - 9.3 RES/Approving License Agreement with Walker Plaza Gardens LLC for Skyway.
 - 9.4 ORD/Amending Chpt 48, Article IV; Condition of Premises. (1st reading)
 - 9.5 RES/Amendment to JPA with City of Ramsey/Water & Sewer Connections.

10. UNFINISHED BUSINESS

11. NEW BUSINESS

12. UPDATES & REPORTS

12.1 Tentative Agendas.

ADJOURNMENT

COUNCIL MEMO FORM

3.1

Meeting Date	August 3, 2015
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.

**ANOKA CITY COUNCIL
EXECUTIVE SESSION
CITY COUNCIL EXECUTIVE SESSION MEETING ROOM
ANOKA CITY HALL
JULY 20, 2015, 6:45 P.M.**

EXECUTIVE SESSION CLOSED MEETING

1. CALL TO ORDER

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

2. ROLL CALL

Present: Mayor Rice, Councilmembers Anderson, Freeburg, Schmidt, and Weaver.
Staff present: City Manager Tim Cruikshank.

3. DISCUSSION

- 3.1 Discussion; 2015-2016 – Union Contracts for:
- Police Officers

City Manager Tim Cruikshank reviewed the above described Union Contracts with the City Council.

Meeting adjourned at 7:00 p.m.

Minutes prepared, submitted and attested to by City Clerk, Amy Oehlers.

**REGULAR MEETING OF THE ANOKA CITY COUNCIL
ANOKA CITY HALL
CITY COUNCIL CHAMBERS
JULY 20, 2015**

1. CALL TO ORDER

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

2. ROLL CALL

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

Staff present: City Manager Tim Cruikshank; Senior Planner Jon Sevald; Economic Development Manager Erik Thorvig; Finance Director Lori Yager; City Attorney Scott Baumgartner; and Recording Secretary Cathy Sorensen.

Absent at roll call: None.

3. COUNCIL MINUTES

3.1 Minutes of June 29, 2015, Worksession.
Minutes of July 6, 2015 Regular Meeting.

Motion by Councilmember Anderson, seconded by Councilmember Weaver, to waive the reading and approve the June 29, 2015 Worksession and the July 6, 2015, Regular Meeting minutes.

Vote taken. All ayes. Motion carried.

4. OPEN FORUM

4.1 Introduction of City's New Senior Planner.

City Manager Tim Cruikshank introduced new Senior Planner Jon Sevald who shared his background with the Council and said he was very pleased to be working at Anoka.

Mayor Rice welcomed Mr. Sevald to the City and thanked him for attending the meeting.

4.2 Pete Turok, Anoka Area Chamber of Commerce, presented the Council with a check for \$1,500 from the recent Riverfest event. He recapped activities and thanked the numerous volunteers and City departments for their hard work. Mr.

Turok said this was the 17th annual event and shared the positive comments from the business owners and how the intent is to get people to return to Anoka throughout the year.

Councilmember Weaver said Anoka is very fortunate to have Mr. Turok operating the Chamber and highlighted the many other events and networking he does with the entire nine communities in the Chamber. Mr. Turok said there are many players who go above and beyond in their work in promoting Anoka.

Councilmember Weaver inquired about the designation for this donation. Finance Director Lori Yager said funds from Riverfest are dedicated to refurbishing the stone house.

5. PUBLIC HEARING(S)

None.

6. CONSENT AGENDA

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

6.1 Approved Verified Bills.

6.2 Revising and Setting Council Calendars.

Vote taken. All ayes. Motion carried.

7. REPORTS OF OFFICERS, BOARDS AND COMMITTEES

7.1 Planning Items

7.1.A ORD/Amending Chapter 74, Article IX, Division 1, Establishing Section 74-491; Temporary Buildings.
(1st Reading)

Economic Development Manager Erik Thorvig shared a staff report with background information to the Council stating a proposed ordinance is being presented which amends temporary accessory buildings. The current zoning ordinance does not include specific standards for these temporary buildings. Staff has received numerous complaints about the location and the condition of many buildings. Because the ordinance is not clear (making enforcement difficult), the City Council gave direction to the Planning Commission and staff to clarify the ordinance by creating new standards that would allow temporary accessory buildings for storage while also protecting neighboring properties.

Councilmember Weaver said there are a number of homes that do not meet the 100-foot setback on the river side and we need to be flexible. Mr. Thorvig said some houses are at the 75-foot and will propose amendments before second reading.

Roxanne Hanson, Anoka, said she owns a 100-year old house with a one-stall garage and has a temporary building where she stores building materials and recreational vehicles, including a trailer and boat. She said the building sits 90 feet back, has no rips, is not offensive to her neighbors, and that she is trying to improve her property but is doing it as she can afford. She stated the project will not get done in five months and this should be considered.

Councilmember Freeburg said he thought there was an exception for construction projects. Mr. Cruikshank said that was directed more to give historical context to allow people to do a construction project and was the original purpose of the ordinance amendment.

Mr. Thorvig reviewed the origin for the amendment from 2009, which included allowing for pod storage for construction purposes for building permit projects.

Steve Nichols, Anoka, said he has a temporary building on his property for storing of classic cars and that the coverings are temporary. He said he takes care of his building regularly and that the coverings are good for 1-2 years. Mr. Nichols said he took a tour south of Highway 10 and found nine temporary buildings in 47 miles, two of which were in rough shape and which included yards that need to be addressed. He said he also saw stuff in yards that need a structure and felt structures are much more pleasing than outside storage. Mr. Nichols said they appreciate where they live and want to take of our property and does not want to fall victim to the ones who do not take care of their properties. He added 867,000 boats are registered in Minnesota, which is a state with the second most boats in the country. He said people want to protect their boats and snowmobiles and that we want outdoor-type people in our City doing things and taking care of their yards.

Councilmember Weaver said Mr. Nichols makes a great point.

Councilmember Schmidt said Anoka has always had a very prescriptive ordinance, which limits the number of cars and outlines ways to store boats, many of which are conforming.

Sam Warff, Anoka, said he has two structures that he uses for safety reasons to help reduce ice on the driveway for his wife after hip surgeries.

He said the City should focus on the residents who are causing the problems.

Councilmember Weaver said Mr. Warff only keeps his structure up during the winter and asked if the month extension will work for him. Mr. Warff said it would work but felt the fee is not justified.

Karna Brewer, Planning Commission, said she was the only dissenting vote and said while there are many good things in the ordinance she has concerns with the five-month limit and questions why we would want temporary buildings in the City and if we do how will we permit them without a deadline. She said permits would have to be renewed, inspected and allowed for renewal, and the length of the permit is important, adding taking these buildings up and down becomes inconvenient. Commissioner Brewer said it is difficult to draft an ordinance to address all the concerns and that this appears to be a need otherwise these buildings would not be in the City.

Councilmember Weaver thanked Commissioner Brewer for her passion and vote and said there could be unintended consequences. He said this ordinance is not addressing the issue we want to address with buildings that have blue tarps. He noted some boats are shrink-wrapped on stored without being stored in a building.

Councilmember Anderson said we asked the Planning Commission to study this issue, which they did, and that he intends to follow the Planning Commission's recommendation.

Motion by Councilmember Anderson, seconded by Councilmember Freeburg, to hold first reading of an ordinance

Don Kjonaas, Chair Planning Commission, said this was not an easy task but saw the need to put temporary put back in temporary buildings. He said the Commission came to an agreement on how long they should last and was pleased boats were included but when used for storage of other items they became permanent storage. He said he sympathizes with these neighbors as they do take care of their properties and this ordinance gives staff the ability to add 30-days if necessary but puts temporary back into temporary buildings.

Councilmember Freeburg said it is difficult to create an ordinance that selects who can store and who cannot and that we just needed a rule and temporary is the rule.

Mayor Rice noted neighbors are disturbed with some of the bad buildings and this was how the discussion started. He said fairness is important and there are so many types of the buildings in the City.

Councilmember Schmidt asked if the Planning Commission held more than one public hearing on this topic. Mr. Thorvig said one public hearing was held in July.

Chair Kjonaas said there was one hearing but two informal meetings were held where the public was invited to speak.

Ron Paddock, Anoka, said he has worked construction for 35 years and does not see his building as temporary as it is not a structure. He said he owns a boat and keeps a nice canopy but the structures have no walls. He said his boat sticks out a little but it is further protected by his boat cover.

Mayor Rice asked how many months he stores his boat. Mr. Paddock said he would be okay with five months because the boat goes to offsite for storage. He said he is concerned about the fee of \$25 because he is not sure what he gains.

Mayor Rice noted 6-7 months depending on winter weather.

Councilmember Anderson asked if he is concerned about the term. Mr. Paddock said he has concerns about the entire thing, including fee, stating he understand the rules and that we already have rules.

Mr. Thorvig said we have not established a fee yet and are using structure defined in the zoning ordinance in general terms already in the zoning ordinance.

Councilmember Schmidt inquired about the term. Mr. Thorvig said six months in a current year, any six month period, or six months in a calendar year.

Councilmember Schmidt said most will be in the summer months and there will be no restriction for a construction permit any time of year.

Councilmember Weaver said we will hear unintended consequences and hopes we can think more about them when shared.

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

8. PETITIONS, REQUESTS AND COMMUNICATION

None.

9. ORDINANCES AND RESOLUTIONS

9.1 ORD/Approving an Electric Franchise Agreement with Connexus Energy. (1st Reading)

Ms. Yager shared a staff report with background information to the Council stating a on November 6, the City Council adopted an Electric Franchise Agreement with Anoka Electric Cooperative. The agreement outlined how the cooperative would operate their utility within public right-of-way located within the City and it also established a Franchise Fee. The rights and responsibilities of this agreement have since been transferred to Connexus Energy and the original agreement is expiring on August 31, 2015. She said staff is requesting Council consider approving an Electric Franchise Agreement with Connexus Energy.

Councilmember Schmidt asked if the recommendation includes the franchise fee in the same action. Ms. Yager said this is just the agreement to allow access to right-of-way.

Councilmember Schmidt noted this action establishes the franchise in the section and that the fee will be considered later.

Motion by Councilmember Schmidt, seconded by Councilmember Freeburg, to hold first reading of an ordinance approving an Electric Franchise Agreement with Connexus Energy.

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

9.2 ORD/Recommencing the Existing Electric Franchise Fee. (1st Reading)

Ms. Yager shared a staff report with background information to the Council stating there are no changes to the original fee other than expiration date. City staff recommends coinciding the new expiration date of the Connexus Franchise Fee with the expiration date for the Anoka Municipal Electric Franchise Fee, which is August 31, 2020. She said the agreement is for five (5) years and a separate agreement is established for the Electric Franchise right-of-way considerations.

Councilmember Schmidt said he assumes we collect the franchise fee but pay in Connexus territory. Ms. Yager said they collect the fee and we pay as well as Anoka Municipal pays.

Motion by Councilmember Schmidt, seconded by Councilmember Anderson, to hold first reading of an ordinance recommencing the existing electric franchise fee.

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

9.3 RES/Approving Addendum No. 3 to Broadband Connectivity Agreement with Anoka County.

RESOLUTION

Mr. Cruikshank shared a staff report with background information to the Council at the Council meeting on April 18, 2011, the City Council adopted Resolution #2011-34 which authorized the City to enter into an agreement with Anoka County for the cooperative project to expand fiber broadband connectivity throughout Anoka County (Connectivity Services Agreement). He shared background on further actions since, including placement of equipment, installing fiber, finalizing locations, and moving the fiber connection of Site #21 (Parks Administration Building, 641 Jacob Lane) to Green Haven Golf Course & Event Center (2800 Greenhaven Rd). He said Council is asked to consider a resolution to approve Amendment No. 3, which amends the expiration date to August 16, 2020, with the same terms, conditions and procedures for renewal, for an additional two (2) terms, of five (5) years each.

City Attorney Scott Baumgartner noted a minor correction in the first paragraph with regard to address of notification.

Councilmember Weaver referred to Zayo and broadband and asked if it is worthwhile. Mr. Cruikshank said there are different opinions but from our perspective it works, stating most government buildings are tied together with this fiber and have high speed capability with any other entities. He said it was a hope that the private side would develop but that has not happened yet mainly because the rates are high and not competitive.

Councilmember Weaver asked if technology in the private sector is passing us by, adding it is impossible to get this type of service to the private side. Mr. Cruikshank said government gets involved in subsidizing the internet in outstate Minnesota and it is a cost of government. He noted there was a \$16 million grant to help install the fiber but said he is not sure of the answer.

Mayor Rice said this technology is state of the art now but noted CenturyLink wants to compete and install fiber optic but found it incredibly expensive. He said the field changes so much and new things become obsolete.

Motion by Councilmember Anderson, seconded by Councilmember Freeburg, to adopt a resolution approving Addendum No. 3 to Broadband Connectivity Agreement with Anoka County.

Mr. Cruikshank said this is a good deal for the public sector as the rates are competitive or even better than before, speed is better, interconnectivity offers sharing opportunities, and this is the best way for government to operate.

Mayor Rice said this is a good deal for the citizens of Anoka.

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

9.4 ORD/Sale of Property to Minnesota Street Works.
(1st Reading)

Mr. Thorvig shared a staff report with background information to the Council the City currently has a 5.41 acre industrial site along Bunker Lake Boulevard north of the Anoka Enterprise Park for sale. The property has been actively marketed since July 31, 2014 by Premier Commercial Properties and the listing price is \$2/sf. A company called Minnesota Street Works is interested in purchasing 3.91 acres. A presentation was made at the June 29 worksession by the company and the City Council directed staff to work towards a purchase agreement. Minnesota Street Works would initially construct a 6,000 to 10,000 sf. shop and 1,500 sf. Office and hope to start this winter/spring with completion in the summer of 2016. The project would be approximately \$1.5 million.

Councilmember Schmidt asked if the storm and sanitary sewer serve any of the property. Mr. Thorvig said this project does provide an opportunity for property that is on septic, adding other properties are connected into the system.

Councilmember Weaver asked if they will stub that into the potential five-acre lot. Mr. Thorvig said there have been discussions about whether we need to make that investment when we do not know what is going on that site. He said initial thoughts are to reserve an easement on the south side of the property for potential development. He said this easement will be a waste if they buy but is all outlined in the development agreement.

Mayor Rice asked how much the easement will cost. Mr. Thorvig said the easement would be an additional 400 feet or \$50,000-\$60,000.

Mayor Rice asked if this is typical to run a line that far as it seems a risk for one building. Mr. Thorvig said he will confirm with the City Engineer but said this is the most logical location, adding this is not a huge cost, gets into our system, and encourages buyers to come in.

Councilmember Anderson said we could do insulation as well.

Motion by Councilmember Anderson, seconded by Councilmember Weaver, to hold first reading of an ordinance approving the sale of property to Minnesota Street Works.

Councilmember Anderson said he was impressed with Minnesota Street Works and is excited to have them in Anoka.

Mayor Rice agreed, stating he is very proud to have them in the City.

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

9.5 RES/Approving License Agreement with Walker Plaza Gardens LLC for Skyway.

RESOLUTION

Mr. Cruikshank shared a staff report with background information to the Council stating the Walker Plaza Gardens project includes a skyway over Monroe Street that will connect the existing Walker Plaza building and the new Walker Plaza Gardens project. He said due to some timing issues staff is recommending postponing this item.

Motion by Councilmember Schmidt, seconded by Councilmember Freeburg, to postpone consideration of a resolution approving license agreement with Walker Plaza Gardens LLC for Skyway until August 3, 2015.

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

10. UNFINISHED BUSINESS

None.

11. NEW BUSINESS

11.1 Approval of Equipment Replacement Plan (ERP).

Ms. Yager shared a staff report with background information to the Council stating the final copy of the 2016 – 2020 five-year equipment replacement plan for the City of Anoka has been provided. Council and staff reviewed this document in detail at the work session on Monday, June 29, 2015. There were no recommended changes since the meeting and the document is a planning document, which will be reviewed annually. The first year of the document, (2016), will be implemented into the 2016 budget process.

Motion by Councilmember Weaver, seconded by Councilmember Anderson, to approve the Equipment Replacement Plan.

Mayor Rice said the ERP is heavy this year because we had postponed purchasing new equipment and are now playing catch up. Ms. Yager agreed, stating while we will likely see higher equipment costs in future years it will likely not be to this level.

Vote taken. All ayes. Motion carried.

11.2 Approval of 2015-2016 Union Contract; Police Officers.

Mayor Rice said Council met in closed session earlier this evening to discuss settling five of six labor contracts. He thanked staff and the unions for working together and improving these contracts, stating while there were some sticking points the City does want to be competitive in the market and supportive to employees.

Mr. Cruikshank shared a staff report with background information to the Council stating most of the items are the same for union and non-union with a 5-cent per hour market increase, 2% increase for 2015 and 3% increase in 2016, shift differential, and \$20 per pay period effective January 1. He said the remainder of the contract is the same, including HAS, health and life insurance, and will be effective through December 2016.

Motion by Councilmember Weaver, seconded by Councilmember Freeburg, to approve the 2015-2016 Union Contract; Police Officers.

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 the Finance Department provides the City Council and City Manager with quarterly reports according to the Anoka City Charter. Ms. Yager gave a presentation recapping General Fund revenues and expenses, governmental and enterprise funds. Ms. Yager noted bonds are being reinvested into certificates of deposit as part of short-term investments.

Council thanked Ms. Yager for her great work.

12.2 Tentative Agenda(s).

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

12.3 Staff and Council Input.

Councilmember Weaver invited the public to the annual sidewalk sales this upcoming weekend in Anoka.

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: 8:40 p.m.

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

Approval Attestation:

Amy T. Oehlers, City Clerk

DRAFT

**WORKSESSION OF THE ANOKA CITY COUNCIL
ANOKA CITY HALL
CITY COUNCIL WORKSESSION ROOM
JULY 27, 2015**

1. CALL TO ORDER

Mayor Rice called the worksession meeting to order at 5:03 p.m.

2. ROLL CALL

Present at roll call: Mayor Rice, Councilmembers Anderson, Freeburg (arrived at 5:06 p.m.), Schmidt, Weaver.

Absent: None.

Staff present: City Manager Tim Cruikshank; Economic Development Manager Erik Thorvig; Director of Public Services/City Engineer Greg Lee; Planning Director Carolyn Braun; Senior Planner Jon Sevald; Golf Course Manager Larry Norland; Recording Secretary Cathy Sorensen.

3. COUNCIL BUSINESS and/or DISCUSSION ITEMS

Councilmember Schmidt suggested discussing Item 3.2 at this time.

3.1 Update; Anoka Area Chamber of Commerce Manufacturing Coalition.

Economic Development Manager Erik Thorvig shared a staff report with Council stating the Anoka Area Chamber of Commerce features a Manufacturing Coalition that serves as a catalyst for strengthening community manufacturing, through providing guidance on accelerating a business's operational efficiency, innovation, job creation and economic growth. He said the Coalition is looking for support from the Utility Commission again and introduced John LeTourneau from the Anoka Area Chamber.

Anoka Area Chamber of Commerce Director of Manufacturing John LeTourneau gave a presentation on the Manufacturer Coalition, outlining their mission and a summary of their annual meetings. He outlined the trusted partners, including the City's electric utility. Mr. LeTourneau requested an additional \$5,000 in budget support for a total of \$10,000 for new programs, adding they are working to get Anoka County onboard as another partner.

Councilmember Weaver asked where Ramsey is in this coalition. Mr. LeTourneau said they approached Anoka Electric first, similar to Connexus based on the direct connection of electric to manufacturing. He said he does not think there is a limit of other communities or partners but we just have not asked yet.

Councilmember Weaver inquired about Ramsey's industrial parks. Mr. LeTourneau said they approach the Ramsey industrial park tenants, some more than others, but is here more for the continued support and not to do with Ramsey businesses. He said they would like to see Andover, Champlin, and other cities participate but had targeted Anoka due to the electric coop.

Councilmember Schmidt inquired about participation and if all is coming from Anoka. Mr. LeTourneau said 25% of the active coalition members are from Anoka but they have others who are not members. He said he does not believe this is a boundary position but a value position.

Councilmember Schmidt noted the electric coop does not exist and should be referred to as the Anoka Municipal Utility (AMU) and asked if the AMU is the largest partner. Mr. LeTourneau said it is not the largest partner, adding they are requesting additional funding from everyone but currently have four partners including Connexus Energy, Anoka Ramsey/Anoka Technical College, the electric coop of Anoka and The Bank of Elk River. He said he believes the County should be involved too.

Mr. Cruikshank inquired about the budget cycle and suggested this be discussed during the budget worksession process. Mr. LeTourneau said their budget cycle is May-April.

Councilmember Weaver said he has no concerns matching last year's funding but said we need to get more cities and businesses involved. Mr. LeTourneau said think beyond the borders and see no reason to limit the involvement.

Councilmember Schmidt asked what sort of participation we have City-wide. Mr. LeTourneau maybe 25%, adding no one has requested an opt-out and reads the information.

Commissioner Bonthuis asked if they have other financial support. Mr. LeTourneau said they have requested membership in the Chamber to help support them financially.

Council consensus was to support the Manufacturing Coalition at the same level as last year in the amount of \$5,000 and to update the logo to the AMU.

3.2 Discussion; Administrative Approvals for Driveway Setback Variances.

City Manager Tim Cruikshank shared the staff report with Council stating the basis for this discussion is to address property maintenance violations for residents who are parking on the lawn, and address recent requests from homeowners in street renewal areas who have requested curb cuts to match their driveway width rather than their garage door width. He said the overall goal is to discourage residents from parking on and driving across their lawn by providing

them the ability to have a driveway large enough to accommodate a reasonable number of vehicles.

Planning Director Carolyn Braun added it was City Attorney Scott Baumgartner's opinion that the proposed administrative variance process cannot be done based on current Charter language and the more appropriate way would be to amend the Charter and affected ordinance standards.

Senior Planner Jon Sevald shared background information regarding proposed widths of drives at street or curb cut, at the right-of-way and the garage itself and outlined the minimums, which currently is the width of the garage door plus four feet. He suggested amending the ordinance to allow a driveway width based on the size of the garage plus four feet with a maximum of 24 feet. He noted the Planning Commission prefers the language to remain as it currently is outlined, adding the current code is outlined for side yards.

Councilmember Weaver said the desired result is to clean up properties from parking on the grass. He noted this activity is happening in every neighborhood and difficult to do unless we change. He said it would be worse to amend the code and do more enforcement as we want single family homes to remain single family and not turn into rental property.

Ms. Braun said if the variances are longer unique then staff would recommend amending the ordinance.

Councilmember Freeburg said there are many homeowners parking vehicles in their front yard.

Councilmember Weaver said he would prefer to see an ordinance amendment.

Mayor Rice said he has some concerns about amending the ordinance as he wants to see the minimum 5-foot setback remain.

Mr. Sevald noted the current code limits a curb cut to the width of a garage door plus four feet.

Mayor Rice said in most cases five feet is enough and a variance could be allowed if certain criteria are met.

Councilmember Weaver said we will have hundreds of these potential variances, which will require submitting an application and paying a \$300 fee for a variance.

Mayor Rice said he is not willing to sacrifice the five-foot setback.

Councilmember Weaver said he is concerned that people occupying single family homes will move and result in more rental property.

Councilmember Schmidt said he is not in favor of going all the way to the side lot yard because of drainage as the five-foot setback allows for water drainage.

Housing and Redevelopment Authority Dave Bonthuis noted neighbors' yard will be ruined if there is no setback.

Director of Public Services/City Engineer Greg Lee said newly-installed driveway aprons extend another three feet farther in the public right-of-way.

Council consensus was to amend the ordinance to allow for driveway setbacks.

Planning Commissioner Chair Don Kjonaas said the wider you make the curb cut the less space available to park cars, adding one could flare out to allow for more parking space.

Mayor Rice said he was in favor of more generous curb cuts as well.

Council consensus was to maintain the five-foot setback and have guidelines for variances as well as encouraging the five-foot setback and allow the curb cut.

Councilmember Weaver suggested the variance fee be waived or reduced if citation issued. Mayor Rice said most often this activity is education.

Mr. Braun said we do not issue citations if the property owner is going through the variance unless it work is not completed.

Mr. Cruikshank suggested waiving the citation fee instead of the variance fee.

Ms. Braun suggested establishing a different driveway variance fee. Council agreed.

Mr. Seiboldt said parking could be done to the interior of the lot and a ratio established to the side of house could be written into the code more with more than 1/3 of the lot or park in the front yard unless on improved surface. He said staff will bring this item forward to another worksession agenda.

3.3 Discussion; Carports.

Ms. Braun shared a staff report with Council stating at the last Council meeting, a second reading was held and approved to change the City Code regarding carports. She said the recently adopted standard for carports under Chapter 48 is more restrictive than the definition of carports in Chapter 74 (Zoning Ordinance) and based on comments since the meeting staff would like the Council to review this item and determine if they want to leave the standard in Chapter 48 as it was recently adopted or if they would like to change it.

Mr. Cruikshank said this is not a Planning Commission item and that Council could recall that portion of the ordinance and change it at second reading.

Councilmember Weaver shared definitions of carports.

Councilmember Schmidt said based on the current definition even the best-looking carports in the side yard, noting hoop buildings are not carports. He said they are not illegal just non-conforming.

Councilmember Weaver said more than one wall has to match the primary structure.

Council consensus was attached carports with posts are fine but if a property owner blocks in the sides and make walls they have to use the same materials as the house.

Councilmember Weaver said this will eliminate being able to use blue tarps as a wall or roof.

Mayor Rice agreed if the structure has walls they should match the look of the house.

3.4 Discussion; Review Development Options.

Mr. Thorvig shared a staff report with Council stating every year the City hosts Anoka Development Day in the fall. The purpose of the event is to showcase to residents, boards/commissions, developers, brokers and business people development activity and opportunities in the community. Prior to the event staff updates the Current Development Opportunities marketing package that is made available year-round on the City's webpage and handed out at Anoka Development Day. He said staff would like to update the City Council on sites that are available and discuss the marketing approaches to those sites.

Mr. Cruikshank said staff will be bringing forward a plan to sell more City land for a balance.

Councilmember Schmidt suggested moving drainage to the east to the other side of 4th Avenue for Site 3, Rum River and 4th Avenue.

Mr. Cruikshank noted staff has been asking to include the County's adjacent piece of land but they are not allowing that yet.

Councilmember Freeburg asked about site clean-up. Mr. Cruikshank said yes, stating the clean-up includes buckthorn, feral cats, and not using the brush pile.

Councilmember Freeburg asked if the Fire Department can conduct a controlled burn on the wall. Mr. Lee said staff recommends the buckthorn removal first as that should address the problem.

Councilmember Weaver confirmed the project includes moving the trail by the wall.

Councilmember Anderson asked who owns the sites east of the Volunteers of America site. Mr. Thorvig said that area was replatted and the City owns them.

Councilmember Schmidt inquired about the historical cottages and if the CommonBond project is still in place. Ms. Braun said the project is still being discussed and that CommonBond has received right of access from the County but has applied for nothing else.

Mr. Cruikshank said they still doing due diligence as they are trying to isolate utilities and talking to AMU staff. He shared information that the County was inquiring about obtaining a demolition permit for the auditorium.

Councilmember Weaver said we should be creative on how to repurpose that building for the performing arts community for example.

Councilmember Anderson suggested an architectural study be conducted.

Mr. Lee noted success of this development is tied to the park area to the south, which is not on the radar for several years out. He said this will be a domino effect, including snow dump location. He discussed alignment and turnback of 4th Street and Grant and the Rudy Johnson Park replacement.

Mayor Rice inquired about parking on Site 14. Mr. Thorvig said the best solution now is a parking ramp.

Councilmember Weaver asked about the tower site. Mr. Thorvig said the hope is to have it purchased by the end of the year.

Councilmember Schmidt requested the restaurant site be included in the marketing packet as well. Mr. Thorvig referred to the upcoming MnCAR event as well as the business appreciation event.

Councilmember Weaver said Mr. Thorvig has worked hard on this project and is excited to see this start, especially with the triggers occurring.

3.5 Update; Loch Lake Stormwater Modification Enhancement.

Mr. Lee shared a staff report with Council stating as part of the Slabtown Street Renewal Project, stormwater from this neighborhood is being piped directly to

Loch Lake. It is proposed to develop a project that will raise the fairways around Loch Lake by one foot to accommodate the additional stormwater being directed to Loch Lake. This additional foot of elevation would not only accommodate the Slabtown Project, but would accommodate all currently planned and anticipated development in the area of Loch Lake. This includes the townhomes planned as part of the Greens of Anoka Study, as well as the relocation of the City maintenance facility.

Councilmember Freeburg said the purpose is to hold more water so it will not flood somewhere else. Mr. Lee said fairways 2 and 4 will get raised up, adding the storm sewer needs to be addressed.

Larry Norland, Golf Course Manager, said the project will raise the elevation around the entire lake and the fairways will be raised just in the low areas, adding this will help with fairways 2 and 4 that get mushy. Mr. Norland said they did soil borings and reviewed ways to correct this issue.

Mr. Lee said there is a chance flooding will still happen unless they dig out 15 feet of peat and replace.

Councilmember Schmidt asked if the intent is to crown fairway 2 as well. Mr. Norland said no because they will have enough slope to drain to the lake.

Councilmember Anderson asked if the two kinds of sod are objectionable. Mr. Norland said on Hole 18 the first 40 feet of grass on the fairway is very dark with the rest being very light. He said the grass allows for the same playability and will blend but there will still be a pretty sharp line.

Councilmember Anderson asked if Slabtown is going to develop. Mr. Lee said they are dropping the streets and that is where the needed dirt will come from.

Mayor Rice inquired about the schedule. Mr. Norland said they plan to have a 16-hole course during the week and options but the two holes under construction will play as par 3 and will allow for a slight discount in the fall.

Councilmember Anderson said he would like to see the project and the crowning as well as correcting the sod.

Councilmember Weaver asked how we can do this project when City streets are so bad. Mr. Norland agreed this is not a small amount of money but said his fear is we accommodate the fairway and then a 100-year rain ruins it if the area is not crowned.

Councilmember Anderson said this improvement project will not hold up any other projects. Councilmember Weaver likened this to postponing improvement to the golf course entrance.

Councilmember Schmidt said it makes sense to do the crowning.

Councilmember Anderson agreed, stating if we do not crown it will shift the unstable soil.

Council consensus was to do the crowing project as proposed.

Mr. Lee said they plan to address draining of the alley Councilmember Weaver referred to in the 2016 SRP.

Councilmember Weaver said it is important to keep roads high on the priority list.

Mayor Rice agreed but said these are two separate projects and the crowning is the most efficient.

4. OTHER BUSINESS

4.1 Staff Update.

Mr. Cruikshank referred to his recent acceptance of the City Manager position at the City of Golden Valley and that his last Council meeting will be September 8 after the annual budget process. He said Council will hold a special meeting on Thursday, July 30 at 5:30 p.m. to discuss the replacement process, adding this will be a public meeting.

5. COUNCILMEMBERS COMMENTS

None.

6. ADJOURNMENT

Mayor Rice adjourned the Regular Worksession meeting at 7:25 p.m.

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

Approval Attestation:

Amy T. Oehlers, City Clerk

COUNCIL MEMO FORM

6.1

Meeting Date	August 3, 2015
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 3, 2015**

Page 1 of 3

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
132242	Border State Electric Suppl	909163083	Parts / Supplies	101	General Fund	\$146.84
132242	Border State Electric Suppl	909532017	Parts / Supplies	101	General Fund	\$63.06
132249	Haugo Geo Technical Servi	2670	Materials Testing	101	General Fund	\$226.00
132251	Johnson Controls	1-22585350273	EOC Alarm - Repair	101	General Fund	\$2,735.07
132253	MHSRC/Range	629430-4554	EVOG Class - P Schley	101	General Fund	\$396.00
132254	MN Department of Labor	ALR0051890I	Annual - Elev ELV18382	101	General Fund	\$100.00
132254	MN Department of Labor	ALR0051892I	Annual - Elev ELV18381	101	General Fund	\$100.00
132254	MN Department of Labor	ALR0052247I	Annual - Elev ELV09292	101	General Fund	\$100.00
132254	MN Department of Labor	ALR0052584I	Annual - Elev ELV18380	101	General Fund	\$100.00
132255	North Metro Irrigation	35	Mowing Services	101	General Fund	\$720.00
132255	North Metro Irrigation	35	Mowing Services	101	General Fund	\$2,400.00
132255	North Metro Irrigation	35	Mowing Services	101	General Fund	\$590.00
132255	North Metro Irrigation	35	Mowing Services	101	General Fund	\$380.00
132256	Northern Tier Bakery LLC	3031374 A	Dare Program	101	General Fund	\$37.20
132258	Roto Rooter	04818397872	Clear Sewer Pipe	101	General Fund	\$220.00
132260	Turpentine Wine	07/26/2015	2015 Concerts in the Park	101	General Fund	\$300.00
132263	Zahl Equipment Company	0209470-IN	Annual Petro Tite Test	101	General Fund	\$457.25
132263	Zahl Equipment Company	0209468-IN	Monthly Inspector on UST	101	General Fund	\$39.25
132263	Zahl Equipment Company	0209471-IN	Annual Full Function Test	101	General Fund	\$195.25
132265	HENNINGSON& SNOXELL	GARPP15 2015	Wage Levy	101	General Fund	\$671.62
132417	CenturyLink	7633233651 07/1	Communications	101	General Fund	\$51.00
132417	CenturyLink	7633230326 07/1	Communications	101	General Fund	\$19.97
132417	CenturyLink	7634276646 07/1	Communications	101	General Fund	\$153.06
132417	CenturyLink	7633231091 07/1	Communications	101	General Fund	\$201.66
132417	CenturyLink	7634217730 07/1	Communications	101	General Fund	\$136.09
132417	CenturyLink	7634211903 07/1	Communications	101	General Fund	\$10.00
132417	CenturyLink	7634211903 07/1	Communications	101	General Fund	\$10.00
132417	CenturyLink	7633230326 07/1	Communications	101	General Fund	\$19.97
132417	CenturyLink	7634213343 07/1	Communications	101	General Fund	\$467.73
132418	Cintas	470601792	Mats / Misc	101	General Fund	\$139.02
132418	Cintas	470601790	Uniforms	101	General Fund	\$43.26
132418	Cintas	470601795	Mats / Misc	101	General Fund	\$44.80
132418	Cintas	470601790	Uniforms	101	General Fund	\$9.22

**Paid Bill List for Ratification
Bill List for August 3, 2015**

Page 2 of 3

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
132420	Dex Media East LLC	110095703 7/10/	NW Suburban Yellow Page	101	General Fund \$16.00
132423	Hirshfield's Inc	22067870	Paint	101	General Fund \$167.45
132425	Kelli Rae Tubbs	08/02/2015	2015 Concerts in the Park	101	General Fund \$800.00
Fund Total					\$12,266.77
132249	Haugo Geo Technical Servi	2670	Materials Testing	415	Road Improve \$1,848.00
132249	Haugo Geo Technical Servi	2670	Materials Testing	415	Road Improve \$1,132.00
132416	Aquaturf Irrigation Co & Lan	4931	Street Renovation Project	415	Road Improve \$356.80
Fund Total					\$3,336.80
132249	Haugo Geo Technical Servi	2670	Materials Testing	450	Park Projects \$226.00
Fund Total					\$226.00
132244	Center Point Energy	104757976 07/02	Gas Utility	481	Redevelopment \$19.28
132249	Haugo Geo Technical Servi	2670	Materials Testing	481	Redevelopment \$2,464.00
Fund Total					\$2,483.28
132255	North Metro Irrigation	35	Mowing Services	485	Enterprise Park \$560.00
Fund Total					\$560.00
132243	Carr's Tree Service, Inc	89427	Tree Svc - Week of 6/5/15	600	Electric \$3,186.67
132243	Carr's Tree Service, Inc	89542	Tree Svc - Week of 6/22/15	600	Electric \$4,790.55
132246	Dakota Supply Group	B443738	Undefined PVC GLUE, QU	600	Electric \$790.56
132246	Dakota Supply Group	B443720	CONDUIT,4" PVC 10' LEN	600	Electric \$1,669.07
132246	Dakota Supply Group	B443720	CONDUIT,4" PVC 20' LEN	600	Electric \$1,669.07
132246	Dakota Supply Group	B443720	CONDUIT,5" PVC CANTEX	600	Electric \$7,859.16
132246	Dakota Supply Group	B44056	WIRE,#2, TRIPLEX 600V	600	Electric \$1,200.31
132250	Misc Vendor	00020150106475	03-401230-01	600	Electric \$9,450.00
132252	Mas Tec North America Inc	140011-5-2	Pull Electric Cables - June	600	Electric \$2,673.50
132259	Stuart C Irby Co	S009034571.001	FUSES,SMU20 65E	600	Electric \$966.00
132259	Stuart C Irby Co	S009034571.001	FUSES,SMU20 30E	600	Electric \$414.00
132417	CenturyLink	7634211903 07/1	Communications	600	Electric \$10.00
132422	Ferrellgas	RNT5956428	Rent 1000 Gal 04/2015-04/	600	Electric \$12.00
132424	Jordan Drilling Solutions, L	5374	Labor / Min Excavator	600	Electric \$600.00
Fund Total					\$35,290.89
132262	Verizon Wireless	9748318920	Communications	601	Water \$70.02
132417	CenturyLink	7634211903 07/1	Communications	601	Water \$10.00
132419	Cottens Automotive	132607	Snap Ring Pliers	601	Water \$16.49

**Paid Bill List for Ratification
Bill List for August 3, 2015**

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
132419	Cottens Automotive	134410	Meter Tools	601	Water	\$9.11
132419	Cottens Automotive	132606	Snap Ring Kit	601	Water	\$9.01
132426	S. R. Weidema, Inc	07/14/2015	Refund Deposit	601	Water	(\$118.94)
						Fund Total
						(\$4.31)
132417	CenturyLink	7634211903 07/1	Communications	602	Sewer Treatment	\$10.00
132428	W.W. Goetsch Assoc. Inc.	94461	Rebuild Pump	602	Sewer Treatment	\$1,521.00
						Fund Total
						\$1,531.00
132245	Dahlheimer Dist Company I	1158046	Merchandise for Resale	609	Liquor Stores	\$126.00
132247	Day Distributing Company	801965A	merchandise for Resale	609	Liquor Stores	\$27.40
132257	Pugleasa Co Inc	IN00088165	Dock Leveler	609	Liquor Stores	\$4,850.00
132417	CenturyLink	7634271821 07/1	Communications	609	Liquor Stores	\$64.55
132417	CenturyLink	7634213070 07/1	Communications	609	Liquor Stores	\$66.59
						Fund Total
						\$5,134.54
132417	CenturyLink	7633230326 07/1	Communications	614	Golf	\$19.97
132417	CenturyLink	7633233651 07/1	Communications	614	Golf	\$9.00
						Fund Total
						\$28.97
132248	East Main Auto & Tire	29904	Svc - Overheating Unit 412	701	Vehicle Maintenance	\$68.04
132248	East Main Auto & Tire	29860	Svc - Tires Unit 409	701	Vehicle Maintenance	\$75.00
132417	CenturyLink	7634211903 07/1	Communications	701	Vehicle Maintenance	\$10.00
132418	Cintas	470601793	Mats / Misc	701	Vehicle Maintenance	\$104.95
132421	East Main Auto & Tire	29926	Head Light Unit 491K-9	701	Vehicle Maintenance	\$29.90
						Fund Total
						\$287.89
132261	Tyler Technologies, Inc.	025-128175	Brazos Software	702	IT	\$6,366.00
						Fund Total
						\$6,366.00
132426	S. R. Weidema, Inc	07/14/2015	Refund Deposit	804	Escrow Funds	\$1,500.00
						Fund Total
						\$1,500.00
132427	Verizon Wireless	9748718913	Auto Theft Task Force Gra	806	Drug Task Force	\$128.65
						Fund Total
						\$128.65
132255	North Metro Irrigation	35	Mowing Services	830	HRA	\$1,950.00
						Fund Total
						\$1,950.00
						Grand Total
						\$71,086.48

PAYROLL

PP 15

BILL LIST DATE

08/03/15

GROSS PAYROLL - REG	\$345,524.22
LESS EMPLOYEE SHARE OF BENEFITS	<u>(\$1,958.62)</u>
	\$343,565.60
EMPLOYER SHARE HEALTH INSURANCE	\$18,320.02
EMPLOYER SHARE FICA & MEDICARE	\$20,186.29
EMPLOYER SHARE PERA	<u>\$29,098.94</u>
	\$67,605.25
TOTAL PAYROLL	\$411,170.85

Bill List for August 06, 2012

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
132296	Am Planning Association	195748-1575	Membership - E Thorvig	101 General Fund	\$270.00
132299	Anoka Co Central Comm	2015-317	June 2015 Wireless Internet	101 General Fund	\$550.22
132299	Anoka Co Central Comm	2015-307	2015 2nd Qtr State Access Fe	101 General Fund	\$630.00
132301	Anoka Independent Grai	90731	Dia Maintenance	101 General Fund	\$57.98
132304	Artistic Stone & Concrete	19201	TuckPointing - East Ferry	101 General Fund	\$13,570.00
132305	Aspen Mills	167527	Uniform - C Reichenbacher	101 General Fund	\$467.39
132305	Aspen Mills	167487	Uniform - M Antigua	101 General Fund	\$273.65
132305	Aspen Mills	167785	Tazer Cartridge - D Nelson	101 General Fund	\$34.95
132307	Benefit Extras, Inc	62540	Monthly Cobra	101 General Fund	\$97.00
132309	Best Outdoor Services In	8883	Paver Block Installation	101 General Fund	\$6,177.50
132312	Bradley & Deike, P.A.	34328	June 2015 Legal Svc	101 General Fund	\$187.00
132317	Center Point Energy	80000141517 07/13	Gas Utility	101 General Fund	\$101.18
132317	Center Point Energy	80000141517 07/13	Gas Utility	101 General Fund	\$46.25
132317	Center Point Energy	80000141517 07/13	Gas Utility	101 General Fund	\$6,387.25
132317	Center Point Energy	80000141517 07/13	Gas Utility	101 General Fund	\$351.66
132317	Center Point Energy	80000141517 07/13	Gas Utility	101 General Fund	\$29.79
132317	Center Point Energy	80000141517 07/13	Gas Utility	101 General Fund	\$211.49
132317	Center Point Energy	80000141517 07/13	Gas Utility	101 General Fund	\$29.79
132317	Center Point Energy	80000141517 07/13	Gas Utility	101 General Fund	\$46.37
132317	Center Point Energy	80000141517 07/13	Gas Utility	101 General Fund	\$387.24
132318	Central Irrigation Supply	6044659-00	Parts / Supplies	101 General Fund	\$137.39
132319	Cintas	470604934	Mats	101 General Fund	\$139.02
132319	Cintas	470601800	Uniforms	101 General Fund	\$17.39
132319	Cintas	470603928	Mats / Misc	101 General Fund	\$129.51
132319	Cintas	470604932	Uniforms	101 General Fund	\$9.22
132319	Cintas	470608107	Uniforms	101 General Fund	\$17.39
132319	Cintas	470604937	Mats / Misc	101 General Fund	\$44.80
132319	Cintas	470604942	Uniforms	101 General Fund	\$20.06
132319	Cintas	470607109	Mats / Misc	101 General Fund	\$129.51
132319	Cintas	470608097	Uniforms	101 General Fund	\$43.26
132319	Cintas	470608097	Uniforms	101 General Fund	\$40.27
132319	Cintas	470608099	Mats	101 General Fund	\$139.02
132319	Cintas	470604932	Uniforms	101 General Fund	\$43.26
132319	Cintas	470608102	Mats / Misc	101 General Fund	\$44.80
132321	Comcast	0226193 7/15/15	Cable / Internet	101 General Fund	\$210.86

Bill List for August 06, 2012

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
132322	Connexus Energy	202884 7/24/15	Street Lights	101	General Fund \$35.43
132322	Connexus Energy	171140 7/24/15	Street Lights	101	General Fund \$76.09
132322	Connexus Energy	171141 7/24/15	Street Lights	101	General Fund \$11.03
132323	Cory Kelleher	07/21/2015	Refund Swim Lessons	101	General Fund \$54.00
132324	Cottens Automotive	133753	Parts / Supplies	101	General Fund \$21.49
132324	Cottens Automotive	133718	Parts / Supplies	101	General Fund \$89.66
132324	Cottens Automotive	133864 CM	Supplies - Gloves	101	General Fund (\$43.08)
132324	Cottens Automotive	133806	Parts / Supplies	101	General Fund \$23.58
132324	Cottens Automotive	135759	Parts / Supplies	101	General Fund \$16.06
132327	Cutters Choice	6532	August 2015 Lawn Care	101	General Fund \$500.00
132335	ECM Publishers	236773	Res 2015-76	101	General Fund \$64.50
132335	ECM Publishers	239318	Assoc Planner Advtsg	101	General Fund \$461.70
132336	Electric Motor Repair	422282	Parts / Supplies	101	General Fund \$573.94
132343	Grainger	9793290306	Supplies	101	General Fund \$317.22
132345	Hawkins Water Treatme	3752468	Pool Supplies	101	General Fund \$1,127.50
132347	Hennepin Technical Coll	23804	EMT Refresher Class	101	General Fund \$225.00
132349	Interstate All Battery Cen	1901201003321	3V Lithium Batteries	101	General Fund \$10.80
132349	Interstate All Battery Cen	1901201003332	Batteries	101	General Fund \$34.52
132351	Jessica Tesdall	07/21/2015	Refund Swim Lessons	101	General Fund \$102.00
132357	Kathleen Wallmow	07/21/2015	Refund Swim Lessons	101	General Fund \$44.00
132360	Lehmann's Repair	187540	Saw Chain	101	General Fund \$68.31
132360	Lehmann's Repair	187340	Weed Trimmer Supplies	101	General Fund \$62.99
132360	Lehmann's Repair	187539	Sprocket for Chain Saw	101	General Fund \$38.90
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	101	General Fund \$21.93
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	101	General Fund \$28.05
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	101	General Fund \$131.04
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	101	General Fund \$17.76
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	101	General Fund \$24.25
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	101	General Fund \$66.72
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	101	General Fund \$21.90
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	101	General Fund \$23.80
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	101	General Fund \$687.47
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	101	General Fund \$46.23
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	101	General Fund \$49.04
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	101	General Fund \$99.75

Bill List for August 06, 2012

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	101 General Fund	\$51.94
132363	Marco, Inc	INV2702138	Service City Cameras	101 General Fund	\$272.25
132364	Menard Cashway Lumbe	93197	Parts / Supplies	101 General Fund	\$15.68
132364	Menard Cashway Lumbe	93070	Parts / Supplies	101 General Fund	\$88.93
132364	Menard Cashway Lumbe	92970	Parts / Supplies	101 General Fund	\$3.16
132364	Menard Cashway Lumbe	92875	Parts / Supplies	101 General Fund	\$80.14
132364	Menard Cashway Lumbe	92517	Parts / Supplies	101 General Fund	\$243.17
132364	Menard Cashway Lumbe	92344	Parts / Supplies	101 General Fund	\$21.31
132364	Menard Cashway Lumbe	92243	Parts / Supplies	101 General Fund	\$4.98
132364	Menard Cashway Lumbe	92240	Parts / Supplies	101 General Fund	\$21.86
132366	Mevco Marketing Group I	3807	Supplies	101 General Fund	\$312.40
132367	MHSRC/Range	629430-4580	EVOC - Sorteberg & Solei	101 General Fund	\$792.00
132368	Midway Industrial Supply	574206	Nylon Hose	101 General Fund	\$46.04
132369	Minnesota Equipment	P81930	Wheel for Mower	101 General Fund	\$89.40
132370	MN Dept of Employment	10014029	2nd Qtr 2015 Adjustment	101 General Fund	\$975.00
132370	MN Dept of Employment	10014029	2nd Qtr 2015 Adjustment	101 General Fund	\$336.00
132372	MN Office of Enterprise	W15060681	State Phones	101 General Fund	\$61.73
132372	MN Office of Enterprise	W15060681	State Phones	101 General Fund	\$20.99
132372	MN Office of Enterprise	W15060681	State Phones	101 General Fund	\$24.69
132372	MN Office of Enterprise	W15060681	State Phones	101 General Fund	\$45.83
132372	MN Office of Enterprise	W15060681	State Phones	101 General Fund	\$24.69
132372	MN Office of Enterprise	W15060681	State Phones	101 General Fund	\$74.07
132372	MN Office of Enterprise	W15060681	State Phones	101 General Fund	\$24.69
132372	MN Office of Enterprise	W15060681	State Phones	101 General Fund	\$35.34
132373	MTI Distributing Compan	1023295-00	Parts / Supplies	101 General Fund	\$176.28
132376	Nextel Communications	872559421-138	Cell Phones 6/15 - 7/14/15	101 General Fund	\$547.78
132376	Nextel Communications	872559421-138	Cell Phones 6/15 - 7/14/15	101 General Fund	\$406.31
132376	Nextel Communications	872559421-138	Cell Phones 6/15 - 7/14/15	101 General Fund	\$16.62
132376	Nextel Communications	872559421-138	Cell Phones 6/15 - 7/14/15	101 General Fund	\$27.42
132378	Northern Sanitary Supply	175700	Supplies	101 General Fund	\$237.93
132378	Northern Sanitary Supply	175699	Supplies	101 General Fund	\$188.00
132378	Northern Sanitary Supply	175661	Supplies - Black Liners	101 General Fund	\$1,999.00
132378	Northern Sanitary Supply	175653	Supplies	101 General Fund	\$94.46
132379	OfficeMax Incorporated	956597	Supplies	101 General Fund	\$51.26
132379	OfficeMax Incorporated	044284	Supplies	101 General Fund	\$32.75

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Check #	Vendor Alpha Name	Invoice #	Description	Fund	Amount
132379	OfficeMax Incorporated	956860	Supplies	101	General Fund \$67.21
132380	Petco	OA059464	Dog Supplies	101	General Fund \$68.48
132381	Phillips Medical Systems	931234964	Supplies	101	General Fund \$698.75
132384	Presto Graphics	53235	Celebrate Anoka Brochures	101	General Fund \$248.24
132384	Presto Graphics	53212	Senior Newsletter	101	General Fund \$268.06
132386	RES Specialty Pyrotechn	17995	Fireworks Display	101	General Fund \$12,000.00
132389	Rum River Veterinary Cli	242436	Vet Svc - Barrett	101	General Fund \$916.84
132390	Shades of Green Landsc	21396	River Rock	101	General Fund \$46.00
132399	TimeSaver Off Site Sec.	M21457	City Council Meeting 7/6	101	General Fund \$144.30
132399	TimeSaver Off Site Sec.	M21458	Planning Commission 7/7/15	101	General Fund \$199.00
132399	TimeSaver Off Site Sec.	M21456	Council Workshop 6/29	101	General Fund \$232.00
132399	TimeSaver Off Site Sec.	M21459	Economic Development 7/9/1	101	General Fund \$166.00
132401	TranSignal	2370	Signs	101	General Fund \$166.86
132402	Twin Cities Flag Source,	28230	Flag Repairs	101	General Fund \$82.00
132403	UPS Freight	00007AF85295	Freight Charges	101	General Fund \$5.18
132406	W.W. Goetsch Assoc. In	94686	Repair Fairbanks Pump	101	General Fund \$11,483.83
132412	Wruck Sewer and Portab	236	Portables for July 4th Event	101	General Fund \$363.46
132415	Zee Medical Service	54161715	Supplies	101	General Fund \$176.06
132415	Zee Medical Service	54161715	Supplies	101	General Fund \$176.06
Fund Total					\$71,158.48
132295	Alexandra House	06/15/2015	Round Up 5/31/2015	205	Round up for C \$4,000.00
132315	CEAP-EAST CHAMPLIN	06/15/2015	Round Up 05/31/2015	205	Round up for C \$918.00
132325	CROSS	06/15/2015	Round Up 5/31/2015	205	Round up for C \$3,654.00
Fund Total					\$8,572.00
132395	SureFire, LLC	2042402 CM	Lights	210	Police Forfeitur (\$11.03)
132395	SureFire, LLC	2042032	Lights	210	Police Forfeitur \$1,107.83
Fund Total					\$1,096.80
132333	Dorothy Boeshans	07/16/2015	Buy Back	225	Cemetery (\$30.00)
132333	Dorothy Boeshans	07/16/2015	Buy Back	225	Cemetery \$400.00
132333	Dorothy Boeshans	07/16/2015	Buy Back	225	Cemetery \$600.00
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	225	Cemetery \$17.76
Fund Total					\$987.76
132311	Bolton & Menk, Inc	0179366	Mississippi River Trail	460	Park Improve \$7,521.00
Fund Total					\$7,521.00
132358	Kimley-Horn & Assoc, In	6869266	CRTV Parking Facility	481	Redevelopmen \$1,313.07

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
					\$1,313.07
<i>Fund Total</i>					
132311	Bolton & Menk, Inc	0179367	GreenHaven Pkwy	482 Greens of Ano	\$27,137.50
132311	Bolton & Menk, Inc	0179319	TH 10 Anoka Solution	482 Greens of Ano	\$22,146.50
132311	Bolton & Menk, Inc	0179368	Fairoak Ave Grade	482 Greens of Ano	\$3,687.50
					\$52,971.50
<i>Fund Total</i>					
132311	Bolton & Menk, Inc	0179369	Riverdale Dr Frontage	485 Enterprise Par	\$944.50
132358	Kimley-Horn & Assoc, In	6717012	2nd Ave Parking Lot	485 Enterprise Par	\$4,543.75
					\$5,488.25
<i>Fund Total</i>					
132266	Misc Vendor	000201507295892	01-092800-09	600 Electric	\$41.00
132267	Misc Vendor	000201507295893	01-174120-22	600 Electric	\$52.14
132268	Misc Vendor	000201507295894	01-193230-00	600 Electric	\$127.61
132269	Misc Vendor	000201507295895	01-512240-04	600 Electric	\$318.86
132270	Misc Vendor	000201507295896	01-558460-07	600 Electric	\$60.00
132271	Misc Vendor	000201507295897	02-233150-15	600 Electric	\$422.78
132272	Misc Vendor	000201507295898	04-027050-01	600 Electric	\$6.44
132273	Misc Vendor	000201507295899	04-205560-03	600 Electric	\$35.64
132274	Misc Vendor	000201507295900	04-281580-28	600 Electric	\$15.10
132275	Misc Vendor	000201507295901	11-722620-06	600 Electric	\$35.26
132276	Misc Vendor	000201507295902	13-075740-09	600 Electric	\$38.05
132277	Misc Vendor	000201507295903	13-100740-04	600 Electric	\$74.05
132278	Misc Vendor	000201507295904	13-145530-04	600 Electric	\$10.27
132279	Misc Vendor	000201507295905	13-274860-05	600 Electric	\$21.39
132280	Misc Vendor	000201507295906	13-274920-08	600 Electric	\$57.78
132281	Misc Vendor	000201507295907	13-572530-04	600 Electric	\$27.86
132282	Misc Vendor	000201507295908	13-577630-02	600 Electric	\$16.29
132283	Misc Vendor	000201507295909	13-577910-02	600 Electric	\$10.25
132284	Misc Vendor	000201507295910	13-578230-02	600 Electric	\$33.05
132285	Misc Vendor	000201507295911	13-628540-03	600 Electric	\$86.09
132286	Misc Vendor	000201507295912	13-725250-02	600 Electric	\$64.86
132287	Misc Vendor	000201507295913	13-726130-03	600 Electric	\$77.54
132288	Misc Vendor	000201507295914	13-727490-06	600 Electric	\$9.91
132289	Misc Vendor	000201507295915	21-338140-98	600 Electric	\$23.17
132290	Misc Vendor	000201507295916	21-354120-01	600 Electric	\$34.89
132291	Misc Vendor	000201507295917	21-387600-04	600 Electric	\$84.07
132292	Misc Vendor	000201507295918	21-389820-06	600 Electric	\$127.77

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Check #	Vendor Alpha Name	Invoice #	Description	Fund	Amount
132293	Misc Vendor	000201507295919	21-617030-05	600 Electric	\$90.13
132309	Best Outdoor Services In	8884	Create Pads for Cover Box	600 Electric	\$480.00
132314	Carr's Tree Service, Inc	89545	Tree Svc - Week of 6/22/15	600 Electric	\$1,038.55
132314	Carr's Tree Service, Inc	89546	Tree Svc - Week of 6/29/15	600 Electric	\$4,615.16
132317	Center Point Energy	80000141517 07/13	Gas Utility	600 Electric	\$146.92
132319	Cintas	470604931	Uniforms	600 Electric	\$140.17
132330	Dakota Supply Group	000009	COUPLING,4" PVC FEMALE	600 Electric	\$56.67
132340	First-Shred	154024	Executive Bin	600 Electric	\$34.80
132341	Frattallone's Hardware St	023994/J	Parts / Supplies	600 Electric	\$4.29
132355	Jordan Drilling Solutions,	5431	Directional Bore Pipe	600 Electric	\$1,890.00
132360	Lehmann's Repair	187532	Chain Sharpening	600 Electric	\$6.00
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	600 Electric	\$253.39
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	600 Electric	\$59.04
132364	Menard Cashway Lumbe	93160	Parts / Supplies	600 Electric	\$9.94
132372	MN Office of Enterprise	W15060681	State Phones	600 Electric	\$45.83
132372	MN Office of Enterprise	W15060681	State Phones	600 Electric	\$592.54
132372	MN Office of Enterprise	W15060681	State Phones	600 Electric	\$74.07
132376	Nextel Communications	872559421-138	Cell Phones 6/15 - 7/14/15	600 Electric	\$16.82
132376	Nextel Communications	872559421-138	Cell Phones 6/15 - 7/14/15	600 Electric	\$283.04
132376	Nextel Communications	872559421-138	Cell Phones 6/15 - 7/14/15	600 Electric	\$50.99
132384	Presto Graphics	53267	Stamp for Use Tax	600 Electric	\$23.00
132393	Stuart C Irby Co	S008900729.007	Transformers	600 Electric	\$5,398.00
132393	Stuart C Irby Co	S009055851.001	Stuart C Irby Co	600 Electric	\$209.07
132396	T & R Service Co.	76144	PCB Analysis	600 Electric	\$150.00
132403	UPS Freight	00007AF85295	Freight Charges	600 Electric	\$4.05
132404	USIC Locating Services,	131772	June 2015 Locating Svc	600 Electric	\$4,585.06
132415	Zee Medical Service	54161715	Supplies	600 Electric	\$176.06
Fund Total					\$22,345.71
132317	Center Point Energy	80000141517 07/13	Gas Utility	601 Water	\$235.95
132319	Cintas	470604933	Uniforms	601 Water	\$100.20
132330	Dakota Supply Group	B368441	Parts / Supplies	601 Water	\$55.00
132330	Dakota Supply Group	B396786	Parts / Supplies	601 Water	\$14.00
132330	Dakota Supply Group	B412189	Parts / Supplies	601 Water	\$1,494.00
132345	Hawkins Water Treatme	3752469	Chemicals	601 Water	\$481.90
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	601 Water	\$63.37

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
132364	Menard Cashway Lumbe	92258	Parts / Supplies	601	Water	\$49.64
132372	MN Office of Enterprise	W15060681	State Phones	601	Water	\$45.83
132404	USIC Locating Services,	131794	June 2015 Locating Service	601	Water	\$1,649.50
132407	Water Conservation Serv	6123	Leak Locate	601	Water	\$275.88
132408	Water Laboratories Inc	3185	Coliform Only	601	Water	\$150.00
132408	Water Laboratories Inc	3186	Coliform Only	601	Water	\$150.00
132408	Water Laboratories Inc	3162	Coliform - Billys Parking Lot	601	Water	\$60.00
132408	Water Laboratories Inc	3114	Coliform - Billys Parking Lot	601	Water	\$15.00
132415	Zee Medical Service	54161715	Supplies	601	Water	\$176.06
<i>Fund Total</i>						\$5,016.33
132317	Center Point Energy	80000141517 07/13	Gas Utility	602	Sewer Treatm	\$29.79
132339	Fastenal Company	MNTC8129878	Parts / Supplies	602	Sewer Treatm	\$79.02
132343	Grainger	9793239733	Batteries	602	Sewer Treatm	\$51.38
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	602	Sewer Treatm	\$28.37
132365	Metro Council Environme	0001046112	Waste Water - July 2015	602	Sewer Treatm	\$103,836.75
132372	MN Office of Enterprise	W15060681	State Phones	602	Sewer Treatm	\$45.83
132404	USIC Locating Services,	131794	June 2015 Locating Service	602	Sewer Treatm	\$1,649.50
132415	Zee Medical Service	54161715	Supplies	602	Sewer Treatm	\$176.06
<i>Fund Total</i>						\$105,896.70
132294	Adams Pest Control	2263223	Pest Control - West Store	609	Liquor Stores	\$23.45
132294	Adams Pest Control	2263222	Pest Control - East Store	609	Liquor Stores	\$21.44
132297	American Bottling Comp	5449837407	Merchandise for Resale	609	Liquor Stores	\$185.00
132297	American Bottling Comp	5449837408 CM	Merchandise for Resale	609	Liquor Stores	(\$14.60)
132302	Aramark	629-8262100	Mats / Misc	609	Liquor Stores	\$43.75
132302	Aramark	629-8261693	Aramark	609	Liquor Stores	\$56.67
132302	Aramark	629-8261687	Mats / Misc	609	Liquor Stores	\$37.68
132303	Arctic Glacier Ice	396519708	Merchandise for Resale	609	Liquor Stores	\$56.28
132303	Arctic Glacier Ice	381519206 CM	Merchandise for Resale	609	Liquor Stores	(\$10.16)
132303	Arctic Glacier Ice	378519905	Merchandise for Resale	609	Liquor Stores	\$116.27
132303	Arctic Glacier Ice	381519205	Merchandise for Resale	609	Liquor Stores	\$93.13
132303	Arctic Glacier Ice	388519003	Merchandise for Resale	609	Liquor Stores	\$164.86
132303	Arctic Glacier Ice	388519005	Merchandise for Resale	609	Liquor Stores	\$126.10
132303	Arctic Glacier Ice	396519710	Merchandise for Resale	609	Liquor Stores	\$76.30
132303	Arctic Glacier Ice	395519205	Merchandise for Resale	609	Liquor Stores	\$94.69
132304	Artistic Stone & Concrete	19202	Replace Concrete Cap	609	Liquor Stores	\$2,400.00

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
132306	Bellboy Corporation	92348800	Merchandise for Resale	609	Liquor Stores \$17.00
132306	Bellboy Corporation	92348800	Merchandise for Resale	609	Liquor Stores \$60.59
132306	Bellboy Corporation	49137900	Merchandise for Resale	609	Liquor Stores \$17.05
132306	Bellboy Corporation	49036400	Merchandise for Resale	609	Liquor Stores \$428.45
132306	Bellboy Corporation	49036400	Merchandise for Resale	609	Liquor Stores \$6.20
132306	Bellboy Corporation	49036500	Merchandise for Resale	609	Liquor Stores \$365.55
132306	Bellboy Corporation	49137900	Merchandise for Resale	609	Liquor Stores \$80.00
132306	Bellboy Corporation	49137900	Merchandise for Resale	609	Liquor Stores \$1,136.75
132306	Bellboy Corporation	49036500	Merchandise for Resale	609	Liquor Stores \$4.65
132308	Bernick's	232182	Merchandise for Resale	609	Liquor Stores \$252.15
132308	Bernick's	232181	Merchandise for Resale	609	Liquor Stores \$20.00
132308	Bernick's	230578	Merchandise for Resale	609	Liquor Stores \$182.60
132317	Center Point Energy	80000141517 07/13	Gas Utility	609	Liquor Stores \$51.15
132317	Center Point Energy	80000141517 07/13	Gas Utility	609	Liquor Stores \$31.87
132321	Comcast	0231342 7/13/15	Internet	609	Liquor Stores \$119.03
132328	Dahlheimer Dist Compan	1161567	Merchandise for Resale	609	Liquor Stores \$119.60
132328	Dahlheimer Dist Compan	1164213	Merchandise for Resale	609	Liquor Stores \$9,295.58
132328	Dahlheimer Dist Compan	112148 CM	Merchandise for Resale	609	Liquor Stores (\$66.95)
132328	Dahlheimer Dist Compan	111974	Merchandise for Resale	609	Liquor Stores \$414.40
132328	Dahlheimer Dist Compan	1164230	Merchandise for Resale	609	Liquor Stores \$3,413.20
132328	Dahlheimer Dist Compan	111913	Merchandise for Resale	609	Liquor Stores \$48.00
132328	Dahlheimer Dist Compan	1161576	Merchandise for Resale	609	Liquor Stores \$6,958.19
132328	Dahlheimer Dist Compan	112163 CM	Merchandise for Resale	609	Liquor Stores (\$23.00)
132328	Dahlheimer Dist Compan	1161577 CM	Merchandise for Resale	609	Liquor Stores (\$132.40)
132328	Dahlheimer Dist Compan	1164216 CM	Merchandise for Resale	609	Liquor Stores (\$15.60)
132328	Dahlheimer Dist Compan	111643	Merchandise for Resale	609	Liquor Stores \$259.60
132328	Dahlheimer Dist Compan	111668	Merchandise for Resale	609	Liquor Stores \$49.20
132328	Dahlheimer Dist Compan	1161559	Merchandise for Resale	609	Liquor Stores \$7,135.64
132331	Day Distributing Compan	810839	Merchandise for Resale	609	Liquor Stores \$684.90
132331	Day Distributing Compan	810698	Merchandise for Resale	609	Liquor Stores \$1,891.20
132331	Day Distributing Compan	811778	Merchandise for Resale	609	Liquor Stores \$1,171.25
132331	Day Distributing Compan	811666	Merchandise for Resale	609	Liquor Stores \$1,298.25
132335	ECM Publishers	239317	Better Values Advtsg	609	Liquor Stores \$244.13
132335	ECM Publishers	236274	BV Flyers	609	Liquor Stores \$8.01
132335	ECM Publishers	236274	BV Flyers	609	Liquor Stores \$8.02

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
132335	ECM Publishers	238289	Better Value Advtsg	609	Liquor Stores \$15.00
132335	ECM Publishers	238289	Better Value Advtsg	609	Liquor Stores \$15.00
132335	ECM Publishers	239317	Better Values Advtsg	609	Liquor Stores \$244.12
132337	Extreme Beverage	349-524	Merchandise for Resale	609	Liquor Stores \$184.00
132344	Granite City Jobbing Co.	863012	Merchandise for Resale	609	Liquor Stores \$161.42
132344	Granite City Jobbing Co.	863012	Merchandise for Resale	609	Liquor Stores \$1,139.85
132344	Granite City Jobbing Co.	863933	Merchandise for Resale	609	Liquor Stores \$84.97
132344	Granite City Jobbing Co.	863933	Merchandise for Resale	609	Liquor Stores \$2,130.79
132348	Hohensteins Inc	772516	Merchandise for Resale	609	Liquor Stores \$110.00
132350	J.J. Taylor Distributing C	2364079	Merchandise for Resale	609	Liquor Stores \$161.25
132350	J.J. Taylor Distributing C	2364079	Merchandise for Resale	609	Liquor Stores \$3.00
132353	Johnson Bros Liquor Co	5211509	Merchandise for Resale	609	Liquor Stores \$1,304.00
132353	Johnson Bros Liquor Co	5211115	Merchandise for Resale	609	Liquor Stores \$939.15
132353	Johnson Bros Liquor Co	5205956	Merchandise for Resale	609	Liquor Stores \$29.58
132353	Johnson Bros Liquor Co	5211508	Merchandise for Resale	609	Liquor Stores \$1,609.40
132353	Johnson Bros Liquor Co	5211507	Merchandise for Resale	609	Liquor Stores \$1,156.29
132353	Johnson Bros Liquor Co	5211505	Merchandise for Resale	609	Liquor Stores \$121.00
132353	Johnson Bros Liquor Co	5205953	Merchandise for Resale	609	Liquor Stores \$104.00
132353	Johnson Bros Liquor Co	5205954	Merchandise for Resale	609	Liquor Stores \$280.00
132353	Johnson Bros Liquor Co	5211510	Merchandise for Resale	609	Liquor Stores \$125.00
132353	Johnson Bros Liquor Co	5205955	Merchandise for Resale	609	Liquor Stores \$447.55
132353	Johnson Bros Liquor Co	5211511	Merchandise for Resale	609	Liquor Stores \$1,804.59
132353	Johnson Bros Liquor Co	5205957	Merchandise for Resale	609	Liquor Stores \$493.30
132353	Johnson Bros Liquor Co	5211114	Merchandise for Resale	609	Liquor Stores \$73.50
132353	Johnson Bros Liquor Co	5211504	Merchandise for Resale	609	Liquor Stores \$3,843.15
132353	Johnson Bros Liquor Co	5211116	Merchandise for Resale	609	Liquor Stores \$385.00
132353	Johnson Bros Liquor Co	5211503	Merchandise for Resale	609	Liquor Stores \$1,905.10
132353	Johnson Bros Liquor Co	5205958	Merchandise for Resale	609	Liquor Stores \$211.55
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	609	Liquor Stores \$39.84
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	609	Liquor Stores \$32.89
132362	M. Amundson LLP	199502	Merchandise for Resale	609	Liquor Stores \$56.26
132362	M. Amundson LLP	199009	Merchandise for Resale	609	Liquor Stores \$547.02
132362	M. Amundson LLP	199009	Merchandise for Resale	609	Liquor Stores \$197.76
132362	M. Amundson LLP	199009	Merchandise for Resale	609	Liquor Stores \$53.50
132362	M. Amundson LLP	199009	Merchandise for Resale	609	Liquor Stores \$183.43

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
132362	M. Amundson LLP	199502	Merchandise for Resale	609	Liquor Stores \$679.14
132362	M. Amundson LLP	199502	Merchandise for Resale	609	Liquor Stores \$74.00
132371	MN Municipal Bev. Asso	07/01/2015	MMBA Annual Dues	609	Liquor Stores \$1,292.50
132371	MN Municipal Bev. Asso	07/01/2015	MMBA Annual Dues	609	Liquor Stores \$1,292.50
132372	MN Office of Enterprise	W15060681	State Phones	609	Liquor Stores \$62.88
132372	MN Office of Enterprise	W15060681	State Phones	609	Liquor Stores \$62.88
132374	Muzak	51761366	Aug 2015 Music Svc - East	609	Liquor Stores \$62.44
132375	My Alarm Center	5906934	2015 3rd Qtr Monitoring-East	609	Liquor Stores \$268.45
132378	Northern Sanitary Supply	175674	Supplies	609	Liquor Stores \$3.67
132379	OfficeMax Incorporated	956597	Supplies	609	Liquor Stores \$62.03
132382	Phillips Wine & Spirits	2816823	Merchandise for Resale	609	Liquor Stores \$109.25
132382	Phillips Wine & Spirits	2820434	Merchandise for Resale	609	Liquor Stores \$56.00
132382	Phillips Wine & Spirits	2820433	Merchandise for Resale	609	Liquor Stores \$2,399.00
132382	Phillips Wine & Spirits	2820432	Merchandise for Resale	609	Liquor Stores \$87.00
132382	Phillips Wine & Spirits	2820431	Merchandise for Resale	609	Liquor Stores \$2,190.00
132382	Phillips Wine & Spirits	2816821	Merchandise for Resale	609	Liquor Stores \$41.95
132382	Phillips Wine & Spirits	2817564	Merchandise for Resale	609	Liquor Stores \$164.58
132382	Phillips Wine & Spirits	2816822	Merchandise for Resale	609	Liquor Stores \$1,436.00
132382	Phillips Wine & Spirits	216214 CM	Merchandise for Resale	609	Liquor Stores (\$96.85)
132382	Phillips Wine & Spirits	2816820	Merchandise for Resale	609	Liquor Stores \$620.00
132382	Phillips Wine & Spirits	2816819	Merchandise for Resale	609	Liquor Stores \$1,493.75
132382	Phillips Wine & Spirits	2820430	Merchandise for Resale	609	Liquor Stores \$36.00
132384	Presto Graphics	53133	Wine Club Cards	609	Liquor Stores \$73.65
132384	Presto Graphics	53133	Wine Club Cards	609	Liquor Stores \$73.66
132387	RJM Distributing Inc.	IND007827	Merchandise for Resale	609	Liquor Stores \$13.75
132387	RJM Distributing Inc.	IND007827	Merchandise for Resale	609	Liquor Stores \$160.00
132387	RJM Distributing Inc.	IND007825	Merchandise for Resale	609	Liquor Stores \$24.00
132392	Southern Wine & Spirits	1305034	Merchandise for Resale	609	Liquor Stores \$3,582.83
132392	Southern Wine & Spirits	1305032	Merchandise for Resale	609	Liquor Stores \$1,156.70
132392	Southern Wine & Spirits	1307439	Merchandise for Resale	609	Liquor Stores \$1,682.40
132392	Southern Wine & Spirits	1305035	Merchandise for Resale	609	Liquor Stores \$1,726.70
132392	Southern Wine & Spirits	9058426 CM	Merchandise for Resale	609	Liquor Stores (\$60.00)
132392	Southern Wine & Spirits	1307440	Merchandise for Resale	609	Liquor Stores \$88.00
132392	Southern Wine & Spirits	9060768 CM	Merchandise for Resale	609	Liquor Stores (\$54.00)
132392	Southern Wine & Spirits	1307441	Merchandise for Resale	609	Liquor Stores \$80.00

Bill List for August 06, 2012

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
132392	Southern Wine & Spirits	9060769 CM	Merchandise for Resale	609	Liquor Stores (\$36.00)
132392	Southern Wine & Spirits	1305033	Merchandise for Resale	609	Liquor Stores \$4,772.35
132392	Southern Wine & Spirits	1307442	Merchandise for Resale	609	Liquor Stores \$180.00
132392	Southern Wine & Spirits	1307441	Merchandise for Resale	609	Liquor Stores \$1,601.23
132398	Thorpe Dist. Company	904372	Merchandise for Resale	609	Liquor Stores \$1,877.85
132398	Thorpe Dist. Company	904374	Merchandise for Resale	609	Liquor Stores \$141.50
132398	Thorpe Dist. Company	00716575 CM	Merchandise for Resale	609	Liquor Stores (\$33.70)
132398	Thorpe Dist. Company	904375	Merchandise for Resale	609	Liquor Stores \$4,125.30
132398	Thorpe Dist. Company	905853	Merchandise for Resale	609	Liquor Stores \$44.20
132398	Thorpe Dist. Company	905855	Merchandise for Resale	609	Liquor Stores \$12,399.40
132398	Thorpe Dist. Company	905856	Merchandise for Resale	609	Liquor Stores \$12,797.00
132398	Thorpe Dist. Company	907429	Merchandise for Resale	609	Liquor Stores \$27.20
132398	Thorpe Dist. Company	904373	Merchandise for Resale	609	Liquor Stores \$34.00
132410	Wirtz Beverage MN	1080348716	Merchandise for Resale	609	Liquor Stores \$39.95
132410	Wirtz Beverage MN	1080346158	Merchandise for Resale	609	Liquor Stores \$2,886.99
132410	Wirtz Beverage MN	1080346159	Merchandise for Resale	609	Liquor Stores \$129.99
132410	Wirtz Beverage MN	1080346288	Merchandise for Resale	609	Liquor Stores \$1,801.27
132410	Wirtz Beverage MN	1080346289	Merchandise for Resale	609	Liquor Stores \$72.00
132410	Wirtz Beverage MN	1080348716	Merchandise for Resale	609	Liquor Stores \$2,778.62
132410	Wirtz Beverage MN	1080349181	Merchandise for Resale	609	Liquor Stores \$268.00
132410	Wirtz Beverage MN	1080348801	Merchandise for Resale	609	Liquor Stores \$2,786.37
132410	Wirtz Beverage MN	1080348801	Merchandise for Resale	609	Liquor Stores \$39.95
132410	Wirtz Beverage MN	1080348802	Merchandise for Resale	609	Liquor Stores \$129.99
<i>Fund Total</i>					\$129,005.70
132310	Black Clover Enterprises,	39882	Merchandise for Resale	614	Golf \$437.05
132313	Callaway Golf	926163533	Merchandise for Resale	614	Golf \$167.28
132313	Callaway Golf	926163531	Merchandise for Resale	614	Golf \$158.28
132317	Center Point Energy	80000141517 07/13	Gas Utility	614	Golf \$47.40
132317	Center Point Energy	80000141517 07/13	Gas Utility	614	Golf \$62.06
132319	Cintas	470601800	Uniforms	614	Golf \$17.38
132319	Cintas	470604942	Uniforms	614	Golf \$20.06
132319	Cintas	470608107	Uniforms	614	Golf \$17.38
132321	Comcast	0226193 7/15/15	Cable / Internet	614	Golf \$24.90
132342	Gempler's, Inc.	SI01736387	Measuring Cup	614	Golf \$11.00
132342	Gempler's, Inc.	SI01728937	Rain Gauge	614	Golf \$15.60

Bill List for August 06, 2012

Check #	Vendor Alpha Name	Invoice #	Description	Fund	Amount
132352	Jimmy Hack Golf LLC	33703	Merchandise for Resale	614 Golf	\$220.00
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	614 Golf	\$64.52
132370	MN Dept of Employment	10014029	2nd Qtr 2015 Adjustment	614 Golf	\$773.00
132372	MN Office of Enterprise	W15060681	State Phones	614 Golf	\$61.73
132372	MN Office of Enterprise	W15060681	State Phones	614 Golf	\$3.70
132376	Nextel Communications	872559421-138	Cell Phones 6/15 - 7/14/15	614 Golf	\$27.42
132376	Nextel Communications	466383365-003	Cell Phones 6/11 - 7/10/15	614 Golf	\$1,108.97
132377	Nike Golf	972607431	Merchandise for Resale	614 Golf	\$482.55
132383	Ping, Inc	12880715	Merchandise for Resale	614 Golf	\$154.71
132394	Superior Tech Products	8420-D	Echo Dyad & Pesticide	614 Golf	\$1,575.75
132397	Taylor Made Golf Co Inc	30906291	Merchandise for Resale	614 Golf	\$409.75
132400	Titleist	900912839	Merchandise for Resale	614 Golf	\$2,730.91
132405	Versatile Golf Cars	28398	Rebuild Controller	614 Golf	\$280.80
132405	Versatile Golf Cars	28329	Charger	614 Golf	\$337.50
132409	Winfield Solutions, LLC	60320565	Protank Cleaner	614 Golf	\$203.78
132413	Yamaha Golf & Utility, In	01-138744	Batteries	614 Golf	\$801.56
Fund Total					\$10,215.04
132356	GSTE	07/09/15	Ice Cream Social Work	617 Recycling	\$64.00
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	617 Recycling	\$16.96
132385	RANDY'S ENVIRONME	July 2015	Organics Containers	617 Recycling	\$106.95
Fund Total					\$187.91
132298	American Tire Distributor	S062406272	Svc - Unit 493	701 Vehicle Mainte	\$476.60
132317	Center Point Energy	80000141517 07/13	Gas Utility	701 Vehicle Mainte	\$44.68
132319	Cintas	470604935	Mats / Misc	701 Vehicle Mainte	\$104.95
132324	Cottens Automotive	136117	Door Handle for Truck	701 Vehicle Mainte	\$14.27
132324	Cottens Automotive	133889	Parts / Supplies	701 Vehicle Mainte	\$75.37
132324	Cottens Automotive	133890	Parts / Supplies	701 Vehicle Mainte	\$31.04
132326	Custom Hose Tech Inc	79929	Service - Hose	701 Vehicle Mainte	\$295.44
132332	Dehn Oil Company Inc	25067959	Gasohol	701 Vehicle Mainte	\$17,685.21
132334	East Main Auto & Tire	30058	Service Unit 493	701 Vehicle Mainte	\$641.85
132334	East Main Auto & Tire	30000	Service Unit 416	701 Vehicle Mainte	\$1,103.39
132334	East Main Auto & Tire	29993	Service Unit 473	701 Vehicle Mainte	\$119.95
132334	East Main Auto & Tire	29982	Service Unit 413	701 Vehicle Mainte	\$82.62
132334	East Main Auto & Tire	29972	Service Unit 401	701 Vehicle Mainte	\$66.18
132334	East Main Auto & Tire	30014	Service Unit 404	701 Vehicle Mainte	\$383.56

Bill List for August 06, 2012

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
132338	Factory Motor Parts Co.	6-1412441	Parts / Supplies	701	Vehicle Mainte \$434.26
132339	Fastenal Company	MNTC8130014	Parts / Supplies	701	Vehicle Mainte \$10.76
132339	Fastenal Company	MNTC8130225	Parts / Supplies	701	Vehicle Mainte \$182.04
132359	LANO EQUIPMENT	02-296821	Bolts	701	Vehicle Mainte \$5.08
132359	LANO EQUIPMENT	02-296087	Latches	701	Vehicle Mainte \$81.14
132359	LANO EQUIPMENT	02-296771	Nuts / Washers	701	Vehicle Mainte \$8.70
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	701	Vehicle Mainte \$37.10
132364	Menard Cashway Lumbe	92267	Parts / Supplies	701	Vehicle Mainte \$68.65
132364	Menard Cashway Lumbe	93078	Parts / Supplies	701	Vehicle Mainte \$125.34
132388	Rogers Auto Body	06/17/2015	Rebuild Unit 419	701	Vehicle Mainte \$1,804.00
132388	Rogers Auto Body	06/29/2015	Rebuild Unit 418	701	Vehicle Mainte \$1,700.00
132388	Rogers Auto Body	07/17/2015	Rebuild Unit 417	701	Vehicle Mainte \$1,700.00
132411	Wright Tire Service	25883	Svc - Unit 408	701	Vehicle Mainte \$276.01
132411	Wright Tire Service	25827	Svc - Unit 415	701	Vehicle Mainte \$917.03
132414	Zahl Equipment Compan	0209645-IN	Parts / Supplies	701	Vehicle Mainte \$71.15
<i>Fund Total</i>					\$28,546.37
132300	Anoka County Treasury	B150707A	August 2015 Broadband	702	IT \$300.00
<i>Fund Total</i>					\$300.00
132346	HealthPartners INS	60245263	Health Insurance - Aug 2015	715	Insurance \$50,899.64
<i>Fund Total</i>					\$50,899.64
132391	Sign Station	10544	A-Frame Angle Iron for Signs	804	Escrow Funds \$1,060.71
<i>Fund Total</i>					\$1,060.71
132361	LIFE INSURANCE COM	SGD603645 7/1/15	LTD Ins July 2015	830	HRA \$17.85
<i>Fund Total</i>					\$17.85
132316	Center for Energy & Envi	13021	Jun 2015 Home Improvement	835	Residential \$550.00
132316	Center for Energy & Envi	13021	Jun 2015 Home Improvement	835	Residential \$350.00
132316	Center for Energy & Envi	13021	Jun 2015 Home Improvement	835	Residential \$450.00
<i>Fund Total</i>					\$1,350.00
<i>Grand Total</i>					\$503,950.82

COUNCIL MEMO FORM

6.2

Meeting Date	August 3, 2015
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 2015

Monday	03	City Council Special Mtg	City Hall Council Chambers	5:30 p.m.
Monday	03	Annual Budget Presentation	City Hall Council Chambers	6:00 p.m.
Monday	03	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Tuesday	04*	Nite to Unite Events	Various Locations through the City, contact City Hall for current list	Varied times
Monday	10	City Council Budget Worksession	Anoka City Dock (weather permitting)	5:00 p.m.
Monday	17	City Council Budget Worksession	City Hall Council Worksession Rm	5:00 p.m.
Monday	17	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Monday	24	City Council Budget Worksession	City Hall Council Worksession Rm	5:00 p.m.



ANOKA CITY COUNCIL CALENDAR

September 2015

Monday	07	City Hall Closed for Labor Day	City Offices	All Day
Tuesday	08	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Monday	21	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Monday	28	Workession/City Council	City Hall Council Worksession Rm	5:00 p.m.

COUNCIL MEMO FORM

7.1.A

Meeting Date	August 3, 2015
Agenda Section	Planning Items
Item Description	ORD/Amending Chpt 74, Article IX, Division 1, Establishing Section 74-491; Temporary Buildings. (2 nd reading)
Submitted By	Erik Thorvig, Economic Development Manager

BACKGROUND INFORMATION:

For the past few months, the Planning Commission has been drafting an ordinance amendment regarding temporary accessory Buildings. The current zoning ordinance doesn't include specific standards for these temporary buildings. The original intent of the current ordinance provision was to allow temporary buildings to be used for storage during construction on the site.

Over the years more and more pre-manufactured temporary sheds have become available and are being used by residents for storage. Staff has received numerous complaints about the location and the condition of many Buildings. Because the ordinance is not clear (making enforcement difficult), the city council gave direction to the Planning Commission and staff to clarify the ordinance by creating new standards that would allow temporary accessory Buildings for storage while also protecting neighboring properties.

The proposed ordinance is included and outlines the criteria for what is permitted. Pictures are also included showing examples of the type of Buildings permitted.

The Planning Commission held a public hearing on this item at their July 7, 2015 meeting and recommended approval of the amendment with a 6-1 vote.

At the first reading several concerns were brought up by the City Council and residents. Staff has proposed changes to the second reading to address those concerns. Those changes are as follows:

- 1.) Language has been added that states *“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.”* This addresses houses that have non-conforming setbacks on the river.
- 2.) Language has been added that states *“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.”* What this language allows for is if a person currently has a temporary accessory building that meets the applicable ordinance, they are allowed until November 1, 2016 to continue to use the building and not be subject to the six month provision. This allows time for them determine whether they would like to continue using it for six months during a calendar year or to find alternative methods to store items that the temporary buildings are being used for.
- 3.) Staff is recommending no permit fee for a temporary accessory building permit.

FINANCIAL IMPACT:

Publication costs.

COUNCIL REQUESTED ACTION:

Adopt the second reading and adopt the ordinance establishing Section 74-491; Temporary Buildings.



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

**CITY OF ANOKA, MINNESOTA
ORDINANCE**

ORD-2015-

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 and the Planning Commission, amendments of Chapter 74, Article IX, Division 1, establishing Section 74-491, is hereby adopted, by an affirmative vote of a majority of the Anoka City Councilmember’s present, to read as Exhibit A, hereto attached, with underlined text inserted into existing code:

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

ATTEST:

Phil Rice, Mayor

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

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

Amy T. Oehlers, City Clerk

CHAPTER 74. ZONING

ARTICLE IX. Supplemental Regulations

DIVISION 1. Generally

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.

Permitted as a Permanent Structure



Not Permitted



Permitted as a Temporary Building



COUNCIL MEMO FORM

7.1.B

Meeting Date	August 3, 2015
Agenda Section	Reports of Officers, Boards & Commissions
Item Description	ORD/Amending Chpt 74, Article IX, Establishing Division 5, Traffic Analysis (1 st reading)
Submitted By	Carolyn Braun, Planning Director

BACKGROUND INFORMATION

On May 18, the City Council passed a 4-month interim ordinance to protect the planning process and prohibit development in business districts along the Highway 10 corridor to allow time to study the issue and development of a proposed ordinance. The interim ordinance is effective from May 29, 2015 to August 27, 2015 unless repealed earlier.

PROPOSED ORDINANCE AMENDMENT

Based on the short time to complete this work and the technical nature of the ordinance, staff contacted Bill Smith, a long-time transportation planner from Biko, to assist in drafting the ordinance. Mr. Smith has conducted many traffic studies throughout his career. In essence, his knowledge was transformed into ordinance language.

The main concept of the proposed ordinance is as follows:

- If there is little change in the traffic generated from a change in use, a rezoning, a plat or other development, the applicant doesn't have to do anything regarding traffic. City staff may perform a trip generation analysis to understand the impact, if any, and to understand at what point operational changes may be necessary (changing timing on lights, adding stop signs, etc.)
- If an additional 50 to 99 peak hour trips or an additional 500 to 749 daily trips would be generated by a proposed use, a traffic impact assessment must be conducted. A traffic impact assessment generally looks at the site and access points to the site.
- If 100 or more peak hour trips or an additional 750 or more daily trips are anticipated by a proposed use, a traffic impact study is required. The traffic impact study looks not only at the site and site access points, but also incorporates an analysis of the area roadways and any planned improvements for those roadways.
- During the study, it was determined that the traffic analysis standards should apply city-wide. There is potential for development and redevelopment that will produce significant traffic in many areas of the city.
- The ordinance provides an exception to the need for a traffic analysis in the downtown area for existing properties because the street system is established and will only allow for incremental operational changes (adjusting signals, additional operational controls, etc.). In addition, parking is not required for this area.

A copy of the proposed ordinance is attached.

CURRENT STATUS OF THE ORDINANCE

The Planning Commission reviewed the proposed ordinance at their July 8th meeting and recommended approval with no changes. Eagle Brook Church representatives were at that meeting and made comments regarding the ordinance. The Planning Commission directed the church to submit their comments in writing to the Planning Department. At a meeting between church representatives, the property owner, and staff one week following the Planning Commission meeting, staff again requested that proposed changes to the ordinance be submitted in writing. Those comments were received by the City attorney on Thursday, July 23rd and by planning staff on Monday, July 27th. The City attorney and planning staff began the review of the church's comments on Tuesday, July 28th. Because of the extent of the comments, however, it was not possible to complete that review in time for submission for the council packet on Wednesday, July 29th. To keep moving forward, within the four-month time frame established by the Council for the moratorium, staff decided to have the Council hold the first reading. Staff will make revisions to the ordinance before the second reading and will present the amendments at that time.

FINANCIAL IMPACT

Cost of publication.

COUNCIL ACTION REQUESTED

Hold the first reading of the ordinance.



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**CITY OF ANOKA, MINNESOTA
ORDINANCE**

ORD-2015-

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 conducted by the Anoka Planning Commission and City staff, the establishment of Chapter 74, Article IX, Division 5, Traffic Analysis, of the Anoka City Code, is hereby adopted, 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 days after publication.

ATTEST:

Phil Rice, Mayor

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

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

Amy T. Oehlers, City Clerk

CHAPTER 74. ZONING

ARTICLE IX. Supplemental Regulations.

Division 5. Traffic Analysis

Section 74-575. Purpose and Intent.

- (a) Purpose and Intent. Streets and thoroughfares are an essential component of the city's street network and are necessary to accommodate the community's health, safety and welfare and ability to grow and develop in a logical and financially responsible manner and to ensure that:
- (1) Traffic volumes and traffic operations generated by platting, rezoning, a change in use, or new development will not prevent a community from implementing its planned and programmed street system improvements.
 - (2) Traffic volumes and traffic operations generated by platting, rezoning, a change in use, or new development will not negatively impact a community's existing street system and traffic operations.
 - (3) New plats, land that is rezoned, a change in use, and new development will be served and supported by an adequate network of streets and thoroughfares. Necessary and desirable public rights-of-way for off-site, abutting and internal thoroughfares will be provided to support new development at the time of platting, rezoning or development of the land.
 - (4) Neither driveway accessibility nor on-site circulation plans for a change in use or new development will impede or interfere with the integrity and safety of traffic operations on adjacent public streets, or prevent the safe and convenient circulation of on-site traffic operations.
 - (5) Parking demand generated by platting, rezoning, a change in use, or new development will be adequately addressed on-site or in off-street, satellite parking facilities that are within 200 feet.
 - (6) Opportunities to reduce travel demand and/or efficiently manage travel demand will be investigated and implemented.

Section 74-576. Definitions.

Change in Use. Any use which substantially differs from the previous use of a building or land. A change of use may include, but does not necessarily involve modifications to existing improvements, or construction of new improvements. A change of use may include, but is not necessarily limited to, substantial changes in:

- (a) The hours, days or seasons during which a use operates.
- (b) The number of employees or staff, occupants, visitors or other persons using the land, building or structures.
- (c) The product or materials manufactured, stored, used or sold on the premises.
- (d) The processes or mechanisms used on the premises.

- (e) The need for public utility or transportation services.
- (f) The amount and/or nature of traffic, parking, shipping or deliveries associated with the use on the premises.
- (g) Any aspect of a use that was a condition, expressed or implied, in any approvals of the previous use of the site.

Daily trip or trips per day. The number of trips a particular land use will generate within a 24 hour period.

Intersection Level of Service (LOS). A measure of delay vehicles will experience at intersections.

Peak Hour trips. The number of trips typically between 7 and 9 a.m. (AM peak) and between 4 and 6 p.m. (PM peak). The City will comment on the day(s) of the week and/or the times of day where peak traffic flow will occur, if there is reason to believe an area or a proposed development experiences (or will experience) atypical peak traffic characteristics.

Roadway LOS. A measure of the volume of traffic a roadway carries in relation to its capacity to carry traffic. 650 to 700 vehicles per hour at LOS D or other similar measure are accepted standards.

Traffic Impact Assessment (TIA) – a study that looks at current and forecast future conditions after a development is implemented. TIA's focus on trip generation at the site, trip distributions to/from the site, traffic assignments to/from driveways serving the site, the street adjacent to the site, driveways (number and locations) serving the site, traffic control mechanisms at the site driveways, driveway and adjacent intersection levels of service (LOS), on-site circulation, and parking generation, supply and configuration.

Traffic Impact Study (TIS). A more rigorous study that takes into account everything in the TIA and additional conditions that are distant from the site and that occur under specific development scenarios: Existing Conditions, Forecast No-Build Conditions, and Forecast Build Conditions.

Section 74-577. Items to address in Traffic Analysis. The Planning Commission and City Council will review the following in determining if the proposed rezoning, platting, change of use, or new development plans meets the following:

- (a) The plans are consistent with the city's already planned and programmed improvements and will not prevent the community from moving forward with its plans.
- (b) The plans will not negatively impact the community's existing street system.
- (c) The plans provide for adequate transportation facilities to meet the development's needs.
- (d) The plans provide for adequate accessibility between the development and the street system and an adequate on-site circulation system.
- (e) The plans provide for adequate on-site parking (or satellite parking).
- (f) The plans include approaches to reduce and/or manage travel demand.

Section 74-578. Traffic Impact Assessment (TIA). If a rezoning, plat, change of use, or new development generates between 50 and 99 additional peak hour trips per peak direction (entering or leaving), between 500 and 749 daily trips, or if any of the following are characteristic of the proposed plans, a Traffic Impact Assessment is required. Examples of trip generation for various land uses are

shown in Table 74-1.

- (a) High traffic volumes on surrounding roads that may affect movement to/from the proposed development;
- (b) Lack of left-turn lanes on the roadway adjacent to the development site;
- (c) Inadequate sight distance at proposed driveways to/from the development;
- (d) Proximity of proposed driveways to existing driveways is less than best management practices.
- (e) A drive-through operation is part of the development.
- (f) The crash history in the vicinity of the development is above average state rates.
- (g) An occurrence where a number of new developments could be implemented at the same time.
- (h) Periods of intermittent concentrated high traffic generation.
- (i) Other factors as determined by staff.

Section 74-579. Traffic Impact Statement: If a rezoning, plat, change of use, or new development generates traffic similar to the examples listed in the second column of Table 74-1, a Traffic Impact Statement (TIF) is required to be submitted.

Section 74-580. Examples of Land Use Size Thresholds based on Trip Generation Characteristics. Table 74-1 provides example thresholds for conducting either a Traffic Impact Assessment or a Traffic Impact Study.

TABLE 74-1.
Examples of Land Use Size Thresholds Based on Trip Generation Characteristics

Land Use	Traffic Impact Assessment	Traffic Impact Study
	50 to 99 Peak Hour Trips Per Peak Direction and 500 to 749 Daily Trips	100 or More Peak Hour Trips Per Peak Direction and 750 or More Daily Trips
Single Family Residential	70 du's	150 du's
Apartment	115 du's	245 du's
Condominiums/ Townhouses	125 du's	295 du's
Mobile Homes	140 du's	305 du's
Shopping Center (GLA)	5,200 SF	15,500 SF
Fast Food with Drive-In (GFA)	2,600 SF	5,200 SF
Convenience Store with Gas Pumps(GFA)	650 SF	1,300 SF
Banks with Drive-In (GFA)	2,200 SF	4,400 SF
Hotel/Motel	120 rms	250 rms
General Office (GLA)	22,000 SF	55,000 SF
Medical/Dental Office (GLA)	18,600 SF	37,000 SF
R&D (GLA/acres)	37,000 SF/ 1.5 acres	85,000 SF/ 4.5 acres
Light Industrial (GFA/acres)	58,000 SF/	115,000 SF/

	4 acres	8 acres
Manufacturing (GFA)	125,000 SF	250,000 SF
Religious Institutions (GFA)*	5,400 SF	10,330 SF
Religious Institutions	90 seats	290 seats

* Based on Sunday morning where the range of trips is between 19.15 and 113.38 per 1,000 SF or 0.69 and 2.21 trips per seat.

Section 74-581. Elements of Traffic Analysis. Table 74-2 lists the major elements to include in each of the two types of traffic analyses.

**TABLE 74-2
ELEMENTS TO INCLUDE IN TRAFFIC ANALYSES**

Element Included in Traffic Analysis	Traffic Impact Assessment	Traffic Impact Study
Impact Analysis		
Describe Characteristics and Features of Adjacent Street (street and intersection geometrics; traffic control devices; turn, general traffic, parking, and bike lanes; sight distance; pedestrian accommodations and facilities, etc.)	✓	✓
Pre-Development Existing Conditions along Adjacent Street and at Adjacent Intersections (LOS)	✓	✓
Opposing Driveway Locations and Conditions (LOS)	✓	✓
Study Area and Future Road Summary		✓
Understanding of the Development Program and Operations for the Proposed Development	✓	✓
Trip Generation for On-Site Uses	✓	✓
Trip Distribution Analysis	✓	✓
Background Traffic Growth		✓
Traffic Assignments to Driveways and Adjacent Intersections	✓	✓
Site Driveway Intersection Capacity (LOS)	✓	✓
Future Conditions at Nearby Intersections (LOS)		✓
Mitigation Identifications and Analysis	✓	✓
Site Analysis		
Number and Location of Driveways Serving the Site	✓	✓
Access Design and Queuing	✓	✓
On-Site Circulation	✓	✓
Other Analyses		
Planned and Programmed Roadway Improvements		✓
Planned and Approved Developments in Vicinity of Site		✓
Traffic Impacts of Planned/Approved Developments		✓
Traffic Analyses (LOS and Queue Analysis) at Distant Intersections and Roadway Segments for:		
Future No-Build Condition		✓
Future Build Condition		✓
Travel Demand Management and Transportation System Management Techniques (as appropriate)		✓

Section 74-582. Required information. The following information must be included in Traffic Impact Assessment. .

- (a) Background.

- (1) Name of development and developer.
 - (2) Development location and zoning classification.
 - (3) Description of study area – setting and features of the area where the development is proposed to be implemented.
 - (4) Description of proposed development program and operations (design year and opening of development, peak days of week and peak times of day, typical vehicle occupancy, describe patrons as appropriate)
 - (5) Identify other factors that will bear on traffic (planned/programmed roadway improvements, other developments proposed/approved for the area, etc.
- (b) Site Plan.
- (1) Identify use (residential, commercial, office, institutional, industrial, etc.)
 - (2) A detailed description of the proposed use.
 - (3) A detailed description of the site.
 - (4) A description of the building footprint and how it sits on the proposed site.
 - (5) The number and location of access driveways, clearly labeled, and assessed relative to City Code.
 - (6) Parking supply, assessed relative to City Code.
- (c) Traffic Assessment Results. The traffic study must include:
- (1) Assessment of Existing Conditions:
 - Identify and describe adjacent intersections serving the site.
 - Quantify peak hour turning movements
 - LOS at adjacent intersections
 - (2) Assessment of Post Development Conditions:
 - Trip generation, trip distribution, traffic assignment to driveways and adjacent intersections
 - LOS at driveways and at adjacent intersections
- (d) Summary of Findings.
- (1) Observations
 - (2) Conclusions.
 - (3) Recommendations.

Section 74-583. The following items include information to be included for specific elements of the Traffic Impact Study.

- (a) Background.
 - (1) Name of development and developer.

- (2) Development location and zoning classification.
 - (3) Description of study area – setting and features of the area where the development is proposed to be implemented.
 - (4) Description of proposed program and operations (design year and opening of development, peak days of week and peak times of day, typical vehicle occupancy, describe patrons as appropriate).
 - (5) Identify other factors that will bear on traffic (planned/programmed roadway improvements, other developments proposed/approved for the area, etc).
- (b) Site Plan.
- (1) Identify use (residential, commercial, office, institutional, industrial, etc.).
 - (2) A detailed description of the proposed use.
 - (3) A detailed description of the site.
 - (4) A description of the building footprint and how it sits on the proposed site.
 - (5) The number and location of access driveways, clearly labeled, and assessed relative to City Code.
 - (6) Parking supply, assessed relative to City Code.
 - (7) Describe bicycle parking supply, assess relative to City Code
- (c) Existing Traffic Conditions.
- (1) Define the existing condition.
 - (2) Show existing two-way daily traffic and comment on roadway LOS.
 - (3) Identify existing driveways adjacent to or opposing proposed driveways, describe any traffic operations issues, recommend and test mitigations to address issues.
 - (4) Show existing peak hour turning movements at intersections that will be affected by the proposed development.
 - (5) Conduct existing intersection capacity analysis and report existing LOS and storage issues.
 - (6) Recommend and test mitigation measures to ensure minimum LOS D under existing conditions and adequate storage.
- (d) Future No-Build Conditions.
- (1) Define the No-Build condition including any significant changes in land use in the vicinity of the proposed development and any changes in the roadway network that will have taken place since the existing condition.

- (2) Conduct analysis to forecast No-Build, two-way daily traffic and comment on roadway LOS.
 - (3) Re-visit existing driveways adjacent to or opposing proposed driveways, describe traffic operations issues relative to forecast two-way daily traffic, recommend and test mitigations to address issues.
 - (4) Conduct analysis to forecast No-Build peak hour intersection turning movements.
 - (5) Conduct forecast No-Build intersection capacity analysis and report LOS and storage issues.
 - (6) Recommend and test mitigation measures to ensure minimum LOS D under forecast No-Build conditions and adequate storage.
- (e) Future Build Conditions.
- (1) Define the Build condition.
 - (2) Conduct analysis to quantify the effects of the Build condition.
 - a. Trip generation analysis using the latest edition of *Trip Generation*, Institute of Transportation Engineers. Account for pass-by and multi-purpose trips. Provide credit for transit trips.
 - b. Trip distribution analysis using an approved approach (population within Traffic Analysis Zones, households within Traffic Analysis Zones, two-way daily traffic on roadways serving the site, etc.)
 - c. Assign traffic to driveways and roadways serving the site in accordance with outcomes from the trip distribution analysis
 - (3) Re-visit existing driveways adjacent to or opposing proposed driveways, describe traffic operations issues relative to forecast two-way daily traffic, recommend and test mitigations to address issues.
 - (4) Add assigned traffic to No-Build condition intersection turning movements to derive Build condition intersection turning movements
 - (5) Conduct forecast Build intersection capacity analysis and report LOS and storage issues.
 - (6) Recommend and test mitigation measures to ensure minimum LOS D under forecast No-Build conditions and adequate storage.
 - (7) Quantify forecast Build condition, two-way daily traffic and comment on LOS.
- (f) On-site circulation.
- (1) Describe location of access routes, relative to driveways and front and rear doors of building(s).
 - (2) Describe locations of dumpsters and delivery/loading docks and how service vehicles will circulate and maneuver.

- (g) On-site parking.
 - (1) Describe proposed parking supply.
 - (2) Assessed proposed supply against required parking supply in City Code.
 - (3) Describe rationalization if there is a discrepancy between proposed and required supplies. Quantify parking generation (demand) per ITE, ULI, or other recognized source.
 - (4) Recommend an approach to resolve discrepancy.
 - (5) Describe proposed bicycle parking supply relative to City Code and how bicycles will circulate to bike parking racks.

- (h) Travel Demand Management. Identify, as appropriate, approaches to reduce travel demand and how they might be applied.
 - (1) Transit
 - (2) Carpool
 - (3) Employer sponsored vanpool
 - (4) Employer incentives
 - (5) Bike and bike facilities
 - (6) Pedestrian and pedestrian facilities

- (i) Summary of Findings.
 - (1) Observations
 - (2) Conclusions
 - (3) Recommendations.

Section 74-585. Exception to the regulations within this Division.

- (a) The City recognizes that there is very little that can be done to expand capacity and improve traffic operations beyond incremental operational changes (adjusting signals, adding operational control devices, i.e., stop signs) in the downtown. As such, a change of use for existing properties in the downtown area where parking is not required does not require a traffic analysis. Staff may perform a traffic trip generation analysis to monitor the need for improvements in the street system. New development in this area, however, must meet the standards of this Division to the extent applicable.

Section 74-585 – 74-600. Reserved.

STAFF REPORT



Application A-2015-16
Zoning Ordinance Amendment
Article IX Supplemental Regulations
Section 74-575 Division 5 Traffic Analysis

BACKGROUND

Over the past few years, we have been developing new uses that generate significant traffic. However, our current ordinances do not require an analysis of the impact of traffic from new uses. The Planning Commission noted that as a concern when we were processing the development approvals for Rum River Shores. Staff also discussed this when we were processing the approvals for Health Partners.

Over the past year or so, we were aware of a potential redevelopment for the K-Mart site. In addition, there is potential for development around the golf course (the Greens of Anoka plan) and there is always potential for redevelopment. Part of the concern about traffic is addressed by the Highway 10 Plan (now called the Anoka Solution). However, funding for this project has not identified and may be years in coming.

On May 18, the City Council passed a 4-month interim ordinance to protect the planning process and prohibit development in business districts along the Highway 10 corridor to allow time to study the issue and development of a proposed ordinance. The interim ordinance is effective from May 29, 2015 to August 27, 2015 unless repealed earlier.

PROPOSED ORDINANCE AMENDMENT

Based on the short time to complete this work and the technical nature of the ordinance, staff contacted Bill Smith, a long-time transportation planner from Biko, to assist in drafting the ordinance. Mr. Smith has conducted many traffic studies throughout his career. In essence, his knowledge was transformed into ordinance language.

The main concept of the proposed ordinance is as follows:

- If there is little change in the traffic generated from a change in use, a rezoning, a plat or other development, the applicant doesn't have to do anything regarding traffic. City staff may perform a trip generation analysis to understand the impact, if any, and to understand at what point operational changes may be necessary (changing timing on lights, adding stop signs, etc.)
- If an additional 50 to 99 peak hour trips or an additional 500 to 749 daily trips would be generated by a proposed use, a traffic impact assessment must be conducted. A traffic impact assessment generally looks at the site and access points to the site.

- If 100 or more peak hour trips or an additional 750 or more daily trips are anticipated by a proposed use, a traffic impact study is required. The traffic impact study looks not only at the site and site access points, but also incorporates an analysis of the area roadways and any planned improvements for those roadways.
- During the study, it was determined that the traffic analysis standards should apply city-wide. There is potential for development and redevelopment that will produce significant traffic in many areas of the city.
- The ordinance provides an exception to the need for a traffic analysis in the downtown area for existing properties because the street system is established and will only allow for incremental operational changes (adjusting signals, additional operational controls, etc.). In addition, parking is not required for this area.

The full ordinance is attached.

RECOMMENDATION

Staff recommends that the Planning Commission recommend approval of the proposed traffic analysis ordinance. Staff encourages the Commission to take action on this request so it can be fully processed under the time line established by the City Council.

COMMISSION ACTION

The Planning Commission may recommend approval of the ordinance as presented, recommend approval of the proposed ordinance with changes, or recommend denial. Findings in support of your action should be made along with your recommendation.

Carolyn Braun
Planning Director

Erik J. Thorvig
Economic Development Manager

COUNCIL MEMO FORM

9.1

Meeting Date	August 3, 2015
Agenda Section	Ordinances & Resolutions
Item Description	ORD/Amending Chpt 66, Article III, Solid Waste Collection & Disposal (1 st Reading)
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

By directive of the City Council earlier this year, staff has worked the City Attorney to develop recommendations for amendments to the City Code, as it relates to Solid Waste Collection & Disposal.

The main components of the proposed amendments are to meet the City's desire to:

1. Reduce the # of Licenses issued by the City; and
2. Provide a mechanism for the City Council to suspend and/or revoke licenses that do not abide by the City's regulations and requirements.

On July 27th, City Manager Tim Cruikshank, Attorney Scott Baumgartner and I met with Christ DeLaForest to review our proposed amendments. Chris DeLaForest has been acting as the liaison between the City and our currently Licensed Haulers.

Chris plans to review our recommended changes with some of the licensed haulers, gather their feedback and then report back to City staff. This will likely occur between the First Reading and Second Reading of the ordinance.

What is included in your packet are the amendments that we all reviewed on July 27th. Chris DeLaForest provided us with some comments and suggestions that we have incorporated into this First Reading document.

FINANCIAL IMPACT

No cost for a First Reading of an ordinance.

COUNCIL ACTION REQUESTED

Request the City Council hold the First Reading of the ordinance.

FYI – staff does plan to bring a minimal license fee increase to the Council, which will be done in December when we set the 2016 Master Fee Schedule.



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

**CITY OF ANOKA, MINNESOTA
ORDINANCE**

ORD-2015-

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 66, Article III. Solid Waste Collection and Disposal, Divisions 1 & 2, are hereby adopted, by an affirmative vote of a majority of the Anoka City Councilmembers present, to read as Exhibit A, hereto attached, with stricken text removed and highlighted text inserted into existing code:

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

ATTEST:

Phil Rice, Mayor

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

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

Amy T. Oehlers, City Clerk

CHAPTER 66. UTILITIES

ARTICLE III. Solid Waste Collection and Disposal.*

*State law references--Waste Management Act, Minn. Stats. ch. 115A; littering, Minn. Stats. §§ 169.42, 609.671, subd. 13, 115A.99; mandatory that City provide for solid waste collection, Minn. Stats. § 115A.941.

DIVISION 1. Generally.

Section 66-81. Intent.

It is the intent of the City Council, by means of this ~~a~~Article, to establish a complete system for collection of garbage, other refuse, white goods, recyclables, and yard waste throughout the City so that the disposal of such materials is accomplished in a sanitary manner and so that the health and sanitary conditions of the residents of the City are properly safeguarded and so that the City is in compliance with the ~~s~~State and/or the County's recycling and solid waste reduction mandates.

Section 66-82. Definitions.

The following words, terms, and phrases when used in this ~~a~~Article shall have the meanings ascribed to them in this ~~s~~Section except where the context clearly indicates a different meaning:

Aluminum recyclables means containers fabricated primarily of aluminum and commonly used for soda, beer, or other beverages.

Can recyclables means containers fabricated primarily of metal, ~~or a~~ metal alloy other than aluminum, or tin.

Collection means the aggregation of garbage, other refuse, white goods, recyclable or yard waste, from the place at which it is generated and includes all activities up to the time when the material is delivered to a designated facility.

Commercial establishment means any premises where a commercial or industrial enterprise of any kind is carried on, and shall include restaurants, hotels, clubs, churches, and schools where food is prepared or served.

Commercial/Industrial/Multiple dwelling collection means collection occurring on premises where a multiple dwelling, commercial or industrial enterprise of any kind is carried on, and shall include restaurants, hotels, clubs, churches, and schools where food is prepared or served.

Corrugated cardboard means heavy paper with alternating ridges and grooves for use in packing or boxing materials.

Garbage means all putrescible wastes, excluding animal offal and carcasses of dead animals, human excreta, sewage, and other water-carried wastes.

Glass or plastic recyclables means jars, bottles, and containers which are primarily used for packaging and bottling of various matter.

Mixed paper recyclables means boxboard (cake, cracker, cookie boxes), junk mail, magazines, newsprint, newspaper supplements, and telephone books.

Mixed municipal solid waste means garbage, refuse and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collections, but does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludge, tree and agricultural waste, tires, lead acid batteries, used oil, and other materials collected, processed, and disposed of as separate waste streams.

Multiple residential dwelling means any building used for residential purposes consisting of more than four dwelling units with individual kitchen facilities for each.

Other refuse means ashes, non-recyclable glass, crockery, cans, paper, boxes, rags, and similar non-putrescible non-recyclable wastes but excluding sand, earth, brick, stone, concrete, trees, tree branches and wood.

Recycling means the process of collecting and preparing recyclable materials and reusing the materials in their original form or using them in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.

Recycling facility means an organization or business that collects recyclable materials.

Residential collection means collection occurring on the premises of any single building consisting of one, two, three, or four dwelling units, with individual kitchen facilities for each.

Residential dwelling means any single building consisting of one, two, three, or four dwelling units, with individual kitchen facilities for each.

Separation or to separate mean to place and store other recyclable materials in containers provided by the City in a manner determined by the City Council.

Single sort container means the sole container specified to store all curbside recyclables until collection.

Special pickup means any collection of materials other than garbage, other refuse, recyclable or yard waste including white goods, furniture, over sized materials, and construction materials.

Targeted recyclables means aluminum and tin cans, glass bottles (clear, green, and brown) with neck, plastic bottles with neck, mixed paper, and corrugated cardboard, or other materials as defined by Council resolution.

Waste stream means the manner of disposal particularly prescribed by this Article for each of the types of materials specifically defined in this section.

White goods means large appliances, furniture, oversize materials, construction materials, sand, earth, brick, stone, crockery, trees, tree branches, and other materials collected, processed, and disposed of as a separate waste stream.

Yard waste means garden wastes, leaves, lawn cuttings, weeds, shrub and tree waste and prunings.

Cross reference--Definitions generally, § 1-2.

Section 66-83.

Exceptions.

Nothing in this ~~a~~Article shall prevent persons from hauling garbage, other refuse, recyclables, yard waste, or white goods from their own residence or business properties provided that the following rules are observed:

- (a) All garbage shall be hauled in containers that are watertight on the bottom and all sides and with tight fitting covers on top;
- (b) All other refuse and recyclables shall be hauled in vehicles with leak proof bodies and completely covered or enclosed by canvas or other material so as to completely eliminate possible cargo loss;
- (c) All garbage and other refuse shall be dumped or unloaded only at a County designated disposal facility, pursuant to County and State regulations;
- (d) Recyclables shall be disposed of at a recycling facility, or an organized recyclable drive, or through the City's organized curbside collection recycling program;
- (e) Yard waste may be composted privately, be disposed of at the ~~e~~County composting facilities, or through the City's curbside collection with a licensed hauler.

Section 66-84.

Disposal generally.

- (a) All residents and owners of commercial and multiple residential dwellings shall make provisions for the sanitary disposal of garbage, other refuse, ~~mixed municipal solid waste~~ and white goods by means of a licensed private collector unless they have provided for adequate disposal which meets the approval of the City Council and which complies with all ~~e~~Ordinances and regulations of the ~~e~~City, ~~e~~County, and ~~s~~State.
- (b) No person shall permit garbage, other refuse, ~~mixed municipal solid waste~~, white goods, recyclables, or yard waste to accumulate or remain upon property owned or occupied by that person except when stored in required containers, and kept out of sight and smell, and such storage or accumulation shall not continue for more than two weeks. Outside storage containers and single sort containers shall be located in the side or rear yard next to the garage or house. Containers and single sort containers may be kept in the front of the house if kept in an enclosure or screened from the street or upon the driveway directly in front of the garage the furthest possible distance from the house. Containers may be placed next to the street or curb on the days scheduled for collection but shall be returned to the place of storage within twelve (12) hours after collection.
- (c) All yard waste shall be disposed of in compliance with all applicable State and County laws and regulations. No person shall dispose of yard waste into the waste streams for garbage, other refuse, recyclables, or white goods. Yard waste shall be disposed of by:
 - (1) Curbside collection through a licensed hauler;
 - (2) The resident transporting the yard waste to the ~~e~~County compost sites;or
 - (3) Composting the yard waste on private property with the owner's consent.

- (d) No person shall permit garbage, other refuse, recyclables, or yard waste to be removed from their property by an unauthorized or unlicensed collector.
- (e) No person shall discharge garbage, other refuse, recyclables, yard waste, hazardous waste, or white goods on any street, alley, drive, park, playground, other public place or any privately owned lot in the eCity. Persons who violate this provision shall be subject to the cost of removing and disposing of the material in addition to any other penalties imposed.
- (f) No person or business shall scavenge or otherwise collect garbage, other refuse, recyclables, white goods, or yard waste which have been placed at the curb or from recyclable containers other than a duly authorized employee of the City or collectors authorized by the City under this article.

State law reference--Littering, Minn. Stats. §§ 169.42, 609.671, subd. 13, 115A.99.

Section 66-85.

Penalties.

A violation of subsection 66-84(b), (c), (d), (e), or (f) shall be a petty misdemeanor, except that the third and each succeeding violation of any petty misdemeanor provision of this aArticle, within a period of three years, shall be a misdemeanor. Each day during which the violation continues shall constitute a separate offense. Any other violation of this aArticle shall be a misdemeanor.

Section 66-86.

Storage and placement for collection.

- (a) The occupant of a residential dwelling and the owner of multi-residential dwellings shall insure the provision of containers with covers for the collection of garbage and other refuse sufficient to keep odors in and insects and vermin out. Such containers shall be constructed of metal or other approved materials and shall be watertight so that they hold without leakage of material or odors all the garbage that may accumulate between times of collection. Nothing but garbage and other refuse as defined in this aArticle shall be placed therein. Except when filling or emptying such containers, covers shall be kept tight thereon.
- (b) Every owner, operator or lessee of an industrial and/or commercial business who provides his/her own garbage and/or refuse containers shall keep the containers in a storage area or building which can be locked except on the day of collection. Every owner, operator, or lessee of an industrial and/or commercial business who uses a container provided by the licensed private collector shall keep the container so located as to be out of the public view as far as possible except on the day of pick up. Containers shall not be filled to the extent that the garbage or refuse placed therein can drop or spill from such containers.

Section 66-87.

Provision of collection.

- (a) Yard Waste. The removal and disposal of yard waste is the sole responsibility of the property owner or party responsible for the property.
- (b) Recyclables. It is unlawful for any person other than a duly authorized employee of the City or collectors authorized by the City to collect or remove recyclable which have been placed at the curb for pick up.

Section 66-88.

Payment and rates.

Charges for recyclable collection shall be as determined by the Council and shall be billed to the property owner.

Secs. 66-89--66-105.

Reserved.

CHAPTER 66. UTILITIES

ARTICLE III. Solid Waste Collection and Disposal.

DIVISION 2. Private Collectors.

Section 66-106. License.

- (a) No person shall haul garbage, other refuse, recyclables, yard waste, or white goods for hire without a license therefore from the city, or haul garbage, other refuse, recyclables, or yard waste from ~~his~~ **their** own residence or business properties other than as excepted in this Chapter.
- (b) There shall be ~~one license category~~ **two license categories**, defined by the type of account served: Commercial/**Industrial/Multiple dwelling collection** and Residential dwelling **collection, both as defined in Chapter 66, Article III, Division 1.** The City Council shall establish license fees. Licenses shall be issued for one calendar year, from January 1 through December 31. Each vehicle for which a hauler's license is issued shall exhibit such license in a prominent position on such vehicle. No collector licensed pursuant to this ~~a~~Article shall acquire any vested right in a license. The City may, upon finding that public necessity requires, determine to establish other means of refuse collection.
- (c) ~~Before a garbage and refuse hauler license shall be issued, the applicant shall file with the City evidence that public liability insurance is provided for on all vehicles in at least the sum of \$100,000.00 for injury of one person, \$300,000.00 for the injury of two or more persons in the same accident, and \$100,000.00 for property damages.~~
 - (c) **Prior to the issuance of a license an applicant must obtain and provide proof of all the insurance required within this Article. All costs and expenses are the responsibility of the applicant. All insurance coverage is subject to approval by the City and shall be maintained by the Licensee for the full term of the license. No activity under this license shall be commenced until the requirements of this Article have been satisfied.**
 - (1) **The Licensee shall obtain and maintain statutory Worker's Compensation Coverage as required under the laws of the State of Minnesota.**

In the event the Licensee is a sole proprietor and has not elected to provide Worker's Compensation Coverage, Licensee shall be required to execute and submit an affidavit of sole proprietorship in a form satisfactory to the City.
 - (2) **The Licensee shall obtain and maintain the following minimum coverage for comprehensive general liability (including premises' operations; independent contractors' protective; products and completed operations; broad form property damage:**

Bodily Injury:	\$1,000,000 per occurrence.
	\$1,000,000 products/completed operations
Property Damage:	\$1,000,000 per occurrence

(3) Licensee shall obtain and maintain the following minimum insurance coverage for personal injury liability (with employment related exclusion deleted):

Limit: \$1,000,000 per occurrence

(4) Licensee shall obtain and maintain the following minimum insurance coverage for comprehensive automobile liability (owned, non-owned, hired):

Bodily Injury: \$1,000,000 per person
\$1,000,000 per occurrence

Property Damage: \$1,000,000 per occurrence

(5) Insurance certificates evidencing that the insurance required by this Article is in force with companies acceptable and licensed in the State of Minnesota, and in amounts required, shall be submitted for examination and approval by the City prior to the execution of the license. Thereafter, the certificates shall be filed with the City. The insurance certificates shall specifically provide that a certificate shall not be modified, canceled or non-renewed, except upon thirty (30) days' prior written notice to the City. Neither the City's failure to require or insist upon certificates, or other evidence tending to show a variance from the coverages specified in this section shall change a Licensee's responsibility to comply with these insurance requirements.

(d) Each applicant shall file a schedule of rates to be charged by the hauler during the license period for which the application is made. The schedule of rates must include a base rate and all other charges to the consumer listed as a service fee, surcharge, or other similarly described fee. The schedule of rates must be submitted on a Schedule of Rates Form provided by the City, which is included in the license application and renewal packet. Every Licensee shall provide prior notification to the City of any change in rates to be implemented during the licensed period. Residential dwelling hauling rates shall include, at a minimum, a rate structure for the following services:

- (1) 30 to 40 gallon service;
- (2) 80 to 90 gallon service;
- (3) Walk up service;
- (4) Handicapped service;
- (5) White goods;
- (6) Bi-weekly pick-up rate;
- (7) Senior Citizen discount rate;
- (8) Organized neighborhood collection rate. A description of what meets the criteria for organized neighborhood collection must be listed on the Schedule of Rates Form.

(e) Hauler licenses shall be granted only upon the condition that the Licensee have watertight packer-type vehicles to prevent the loss in transit of liquid or solid

cargo, that the vehicle be kept clean and as free from offensive odors as possible and not be allowed to stand in any street longer than reasonably necessary to collect garbage, other refuse, or white goods. The Licensee shall also ensure that the collection site is left tidy and free of litter. No hauler operating on a route in a residential district shall operate a truck on any street when the weight of such vehicle exceeds eight tons per axle.

- (f) Upon recommendation by the City Manager, the City Council may suspend or revoke the license of any Licensee whose conduct is found to be in violation of the provisions of this Article. Suspension or revocation may also be based on other health, safety, and welfare concerns arising out of the performance of the Licensee, its employees and agents, and/or its vehicles and equipment. The City's receipt of five (5) or more formal complaints, filed against a Licensee, within a twelve-month period, which have been administratively reviewed and verified by City staff for accuracy, may also result in suspension or revocation of a license. Revocation or suspension of a license by the Council shall be preceded by a public hearing. The City Council may appoint a hearing examiner or may conduct the hearing itself. The hearing notice shall be mailed at least ten days prior to the hearing to the address given on the license application, shall include notice of the time and place of the hearing, and shall state the nature of the charge allegations against the Licensee.

State law reference--Licensing of solid waste collection, Minn. Stats. § 115A.93.

Section 66-107.

Limitation on Number of Licenses.

- (a) Purpose. It is the intent of the City to reduce the number of Solid Waste Collection Licenses issued. The means of this reduction will be through attrition. Said limitation is deemed necessary to protect the health, safety and welfare of the City and its residents.
- (b) No more than three (3) Residential collection licenses and three (3) Commercial collection licenses may be in force at any time, except that all companies licensed by the City as of September 1, 2015, may be relicensed according to the following conditions:
- (1) The Licensee has conformed to all City, County, State and Federal Laws related to solid waste collection;
 - (2) There is no lapse in the license period;
 - (3) The Licensee submits a fully completed annual renewal form, payment and all required documentation by the due date for renewals. Incomplete applications shall be returned to the Licensee and must be resubmitted by the original due date. Failure to submit a renewal, payment and all required documentation by the original due date will be cause for the City to deny the renewal of the license.
 - (4) Licenses are non-transferrable, except whereby an existing Licensee undergoes incorporation, sale or merger with another existing City of Anoka licensed collector, so long as the ownership, control, and interest in the license remain with a pre-existing Licensee.
 - (5) The type of service offered, i.e. commercial/industrial/multi-family or residential has not increased from the previous license period.

(6) There has been no increase in the number of trucks as listed in the application for the previous year license.

(7) License must not have been suspended or revoked.

Section 66-1078.

Collection days and hours.

- (a) Residential dwelling hauling HLicensees shall make weekly collection of separated garbage and other refuse, **unless the consumer has entered into an agreement with the Licensee for bi-weekly pick-up service.**
- (b) No residential collection of garbage, other refuse, or white goods shall be made except between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday. Saturday collection during these hours is permissible in weeks which include recognized national holidays. Customers shall be notified of a specific day for collection of their garbage, other refuse, or white goods and the HLicensee shall collect the materials within those time periods. Commercial, industrial, and institutional collection of garbage, other refuse, and white goods shall be made between the hours of 6:00 a.m. and 6:00 p.m. on any day of the week and as often as is necessary to protect the public's health, **safety and welfare.** Residential "special pickup" as defined in section 66-82 may take place on any day, Monday through Friday, 6:00 a.m. to 6:00 p.m. as arranged by the resident and licensed hauler.

Section 66-1089.

Duties and obligations of licensed collector.

A licensed collector must comply with the following operational requirements. Failure to observe any of these provisions may be a basis for suspension or revocation of a license.

- (a) A HLicensee shall operate in a manner consistent with its application materials and provide notice to the City within 15 days of any change of information, forms, rate structures, or certificates filed as a part of the license application process.
- (b) The HLicensee shall comply with all **City, state and county County and State** laws and regulations, as well as this ~~a~~Article.
- (c) Upon the City's request, haulers shall be required to provide evidence that they have disposed of garbage, other refuse, and white goods at sites and in the manner authorized by law.

Secs. 66-109--66-130.

Reserved.

COUNCIL MEMO FORM

9.2

Meeting Date	August 3, 2015
Agenda Section	Ordinances and Resolutions
Item Description	ORD/Sale of Property to Minnesota Street Works (2 nd Reading)
Submitted By	Erik Thorvig, Economic Development Manager

BACKGROUND INFORMATION:

The City of Anoka currently has a 5.41 acre industrial site along Bunker Lake Blvd. north of the Anoka Enterprise Park for sale. The property has been actively marketed since July 31, 2014 by Premier Commercial Properties. The listing price is \$2/sf.

A company called Minnesota Street Works is interested in purchasing 3.91 acres. A presentation was made at the June 29th worksession by the company and the City Council directed staff to work towards a purchase agreement. They are currently leasing space in Ramsey. Information about the business is included. The company would initially construct a 6,000 to 10,000 sf. shop and 1,500 sf. office. The company desires to start the project this winter/spring with completion in the summer of 2016. The project would be approximately \$1.5 million.

The company is interested in the remaining 1.5 acres for future expansion and the City will be considering an option on that land. The City is considering another user for that site at this time however if that user doesn't materialize, it would make sense to sell the remaining 1.5 acres to Minnesota Street Works for future expansion.

Tentative Schedule:

July 20th and August 3rd – Consideration of purchase agreement
August 28th – Site plan submittal by company
October 6th – Planning Commission review of site plan
October 19th – City Council review of site plan and development agreement
November/December - Sale of the property
November – Spring/Summer - Construction

FINANCIAL IMPACT:

The purchase price is \$340,639.20. The development agreement will outline further financial responsibilities. The property isn't currently served by sanitary or storm sewer. It is anticipated the City will install 600 +/- feet of sanitary and storm sewer to the property line costing approximately \$80,000. This is budgeted in 2016 from the Enterprise Park TIF district.

COUNCIL REQUESTED ACTION:

Approve the second reading and adopt the ordinance selling property to Minnesota Street Works.



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

**CITY OF ANOKA, MINNESOTA
ORDINANCE**

ORD-2015-XXXX

**AN ORDINANCE TO CONVEY REAL PROPERTY TO
MINNESOTA STREET WORKS, INC.**

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

Section 1:

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

WHEREAS, Minnesota Street Works, Inc. proposes to develop on the property identified in Exhibit A of the attached Purchase Agreement; and

WHEREAS, the Council has determined in accordance with Section 13.05 of the City Charter that it would be in the best interest of the City of Anoka to sell the real property owned by the City of Anoka to Minnesota Street Works, Inc. pursuant to the terms of the attached Purchase Agreement.

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 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	_____	_____	_____	_____

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is made and entered into as of this **26th** day of **July**, 2015 (the “Effective Date”) between, **The City of Anoka**, ("Seller"), and **Minnesota Street Works, Inc. and / or it’s assigns**, ("Buyer").

In consideration of the covenants and agreements contained herein, the parties agree as follows:

1. PREMISES. Subject to compliance with the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller, the following (collectively, the "Premises"):

A. The real property located at **Bunker Lake Boulevard and Krypton Street NW, Anoka**, County of **Anoka**, State of **Minnesota**, comprising **PID # 35-32-25-12-0013 and PID # 35-32-25-11-0021**, legally described in **EXHIBIT A** attached hereto and depicted on **EXHIBIT A-1** attached hereto, together with all easements, tenements, hereditaments, and appurtenances belonging thereto (the "Land"); and

2. PURCHASE PRICE. The purchase price shall be **\$340,639.20** Buyer will pay upon the following terms:

A. **\$5000.00 Earnest money**, The Earnest Money shall be placed and held by Escrow Agent in its commercial interest bearing account in accordance with the terms of this Agreement and shall be credited against the Purchase Price in favor of Buyer at closing. Any and all interest accruing on the Earnest Money pursuant to this Agreement shall be paid to Buyer and shall accrue solely for Buyer's benefit. If Buyer provides Seller with written notice of Buyer's waiver or satisfaction of all the conditions to closing set forth in Section 5 of this Agreement, then the Earnest Money shall be deemed non-refundable to Buyer, except as otherwise provided in Sections 3.D, 5, 6, 9, 16, 18, 19, 28.A or elsewhere in this Agreement.

B. **\$335,639.20 Cash**, the balance of the Purchase Price shall be paid (subject to prorations, reductions and credits as provided below) by wire transfer, certified check or cashier's check at the closing.

C. The offering price is based on a land size of 3.91 acres or 170,320 square feet at \$2.00 / square foot. Should the ALTA survey, provided by the Seller, show the property to be larger or smaller than 170,320 square feet, then the purchase price shall be adjusted by the difference in the square footage times \$2.00 / square foot.

3. TITLE TO BE DELIVERED: COMMITMENT: SURVEY: TITLE OBJECTIONS.

- A. Title To Be Delivered. At closing, **Seller** agrees to convey Marketable Fee Simple Title to the Premises. For purposes of this Agreement, the term "Marketable Fee Simple Title" means title to the Premises that, when acquired by Buyer, will be insurable by the Title Company under its current form ALTA Owner's Title Insurance Policy and is also free and clear of all liens, encumbrances, easements, covenants, conditions restrictions adverse claims and other matters, other than the Permitted Exceptions (defined on Exhibit B attached hereto and made a part hereof).
- B. Commitment. As soon hereafter as reasonably possible, **Seller**, at its sole cost and expense, shall cause to be issued and delivered to Buyer, a Commitment covering the Premises issued by the Title Company wherein the Title Company agrees to issue to Buyer upon the recording of the Deed, (defined herein) and the conveyance documents described herein, a current form of ALTA Owner's Title Insurance Policy ("Commitment"), with standard coverage, in the full amount of the purchase price. The Commitment shall be accompanied by copies of all recorded documents affecting the Premises, and shall include searches for real estate taxes and pending and levied special assessments. **Buyer** shall deliver a copy of the Survey (defined herein) to Title Company so that the initial Commitment may be amended or supplemented to contain any survey exceptions to title.
- C. Survey. **Seller**, at its sole cost and expense, shall provide a current ALTA/ACSM Land Title Survey ("Survey") of the Premises prepared by a duly licensed land surveyor in the State of Minnesota.
- D. Title Objections. **Buyer** shall have until thirty (30) days from the date it receives the latter of the Commitment or Survey (or any update or supplement thereto) to make its objections to matters disclosed in the Commitment or Survey (or any update or supplement thereto) in writing to Seller. Any exception disclosed in the Commitment or Survey (or any update or supplement thereto) and not timely objected to by Buyer within the thirty (30) day period shall be deemed a "Permitted Exception" hereunder. Seller shall have until thirty (30) days after it receives such objections to have the same removed or satisfied, using commercially reasonable efforts, or Title agree to insure over said defect based on Seller's Letter of Undertaking. If Seller shall fail to have such objections removed within that time, then Buyer may, as its sole remedy, either (a) terminate this Agreement without any liability on its part and receive the Earnest Money (together with any accrued interest) back, (b) waive such objections in writing and proceed to closing with the understanding that such uncured objections shall be deemed Permitted Exceptions at closing, or (c) attempt to cure such uncured objections, in which event Buyer shall have an additional thirty (30) days to attempt to cure such objections, and if Buyer is not successful in curing such objections, Buyer shall then have the right to either terminate this Agreement pursuant to clause (a) above, or waive such objections pursuant to clause (b) above. Seller shall use reasonable efforts to cure or have Title insure over (i) mortgage or deed of trust financing or similar liens given for security or collateral purposes, (ii) state, federal or local tax liens or liens for

the nonpayment of special assessments, and (iii) any other judgment liens or non-consensual monetary liens (collectively, "Liens"), it being the understanding and agreement that any such Liens will be satisfied out of Seller's proceeds at closing, if not sooner paid.

4. REPRESENTATIONS AND WARRANTIES. As an inducement to Buyer to enter into this Agreement, and as part of the consideration therefore, Seller represents and warrants to and covenants with Buyer that:

- A.** Seller has Marketable Fee Simple Interest to the Premises.
- B.** Each of the persons executing this Agreement on behalf of Seller does hereby represent and warrant that the execution and delivery of this Agreement by Seller will not constitute a default under any indenture, agreement, contract, mortgage or other instrument to which Seller is a party.
- C.** Seller warrants that there are no underground storage tanks on the Premises.
- D.** Seller has not used the Premises for storage or disposal of hazardous substances and Seller has no actual knowledge that any other persons have so used the Premises.
- E.** Seller has received no notice of any violation of any zoning, building, health and safety, fire safety and environmental codes and laws from the City of Anoka, or other local authority.
- F.** Seller has received no notice of a violation of any statutes, ordinances, regulations, judicial decrees or orders, or the pendency of any lawsuits, administrative or arbitration hearings or governmental investigations or proceedings affecting the Premises.
- G.** To the Seller's knowledge, there are no environmental proceedings, applications, petitions, resolutions, or other matters pending before any governmental agency, which would affect the Premises in any manner.
- H.** To Seller's knowledge there are no environmental proceedings, applications, petitions, court pleadings, resolutions, investigations, by public or private agencies, or other matters pending which could prohibit, impede, delay, or adversely, affect the use of the Premises.
- I.** The Premises will, as of the date of closing, be free and clear of all liens, security interests, encumbrances, leases or other restrictions or objections to title other than the Permitted Exceptions.
- J.** The Premises is not within a flood zone.
- K.** Seller is not a "foreign person", "foreign partnership", "foreign trust", or "foreign estate" as defined in Section 1445 of the Internal Revenue Code.
- L.** The sale of the Premises is not subject to any withholding requirements imposed by the Internal Revenue Code, including, without limitation, Section 1445(F)(3).
- M.** The Premises is served by municipal water and sewer. Gas, electric, and telephone service, lines and systems (collectively, "Utilities") are or will be available and installed to the property line of the Premises through public right of ways, public utility easements or valid private, perpetual, appurtenant, irrevocable easements assignable to Buyer, on or before closing at Seller's sole expense.

- N. There are no management, maintenance or service contracts, leases, licenses, purchase agreements, purchase options, rights of first refusal, or other unrecorded agreements affecting the Premises that will survive closing. Seller agrees not to enter into any new, or modify any existing, written or oral service contracts, leases, licenses or other recorded or unrecorded agreements affecting the Premises hereafter without Buyer's prior written consent which may be withheld in Buyer's reasonable discretion.

The representations and warranties set forth in this Section 4 shall be continuing and shall be true and correct on and as of the closing date with the same force and effect as if made at that time and all such representations, warranties and covenants shall survive closing for a period of six (6) months and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto and shall not merge into Seller's deed being delivered at closing. Seller agrees to indemnify and hold Buyer harmless from and against and to reimburse Buyer with respect to any and all claims, demands, causes of action, loss, damage, liabilities, and costs (including attorney's fees and court costs) asserted against or incurred by Buyer by reason of or arising out of the breach of any representation, warranty or covenant as set forth in this Section 4 for a period of six (6) months after closing.

5. BUYER'S CONTINGENCIES. Unless waived by Buyer in writing, Buyer's obligation to purchase the Premises shall be subject to Buyer being able to satisfy the following contingencies on or before closing. The sufficiency of the contingencies will be determined by Buyer, in Buyer's sole discretion. If any of these conditions is not satisfied by the date herein, Buyer, has the option to terminate this Agreement by giving written notice of termination to Seller by 5:00 p.m. on the date thereof, time being of the essence, in which case Buyer and Seller must sign a Cancellation of Purchase Agreement and all earnest money will be returned to the Buyer within five (5) business days. Buyer may waive any condition in Buyer's sole and absolute discretion. The failure of Buyer to terminate the Agreement by the date provided in each of the following contingencies shall be a waiver of the condition:

- A. The ability of Seller to convey marketable fee title to the Premises, free and clear of any and all liens.
- B. Buyer to obtain suitable financing in a form and amount acceptable to Buyer in its sole discretion by **November 17th, 2015.**
- C. Buyer to receive all necessary and appropriate City approvals for the construction of a building of Buyer's design on the property, and enter into a suitable Development Agreement with the City of Anoka by **November 17th, 2015.**
- D. Buyer shall review all the documentation required from Seller as detailed in Paragraph 14 by **August 18th, 2015 or thirty (30) days from actual receipt of requested materials.**
- E. Seller shall, at Seller's expense, bring appropriate sanitary sewer and storm sewer connections to the western property line for Buyer's access and connection.
- F. Seller shall, at Seller's expense, bring appropriate paved access to the western property line

6. PERMITTED ACCESS AND INSPECTION. Buyer's performance of this Agreement is expressly conditioned upon Buyer's inspection and approval of the Premises, which inspection shall be made within 30 days after the "Effective" Date. During the term of such inspection, Buyer and its authorized representatives shall be permitted access to the Premises at reasonable times for the purposes of architectural inspection and design studies, and such soil borings and environmental assessment as are deemed necessary by Buyer. Buyer agrees to indemnify and defend Seller from, and to hold Seller harmless against any and all claims, causes of action or expenses, including attorney's fee, relating to or arising from Buyer's presence on the Premises prior to the Closing Date. Buyer agrees to repair any damage to the Premises caused by such inspections and to return the Premises to substantially the same condition as existed prior to Buyer's inspection. If said inspection is, in Buyer's sole discretion, unsatisfactory to Buyer, Buyer shall notify Seller of the same in writing prior to five (5) days from date thereof and this Agreement shall be null and void and all Earnest Money shall be refunded to Buyer within five (5) business days of such notice. Failure of the Buyer to provide this written notice within the prescribed time shall be a waiver of this condition.

7. REAL ESTATE FEES. Seller agrees to pay real estate commissions, at closing, in the amount of Seven percent (7%) of the purchase price to Premier Commercial Properties, Inc. Buyer and Seller acknowledge no other Brokers in this transaction.

8. DUAL AGENCY. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

Dual Agency representation **DOES NOT** apply in this transaction.

Dual Agency representation **DOES** apply in this transaction. .

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

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

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

(Seller)

(Buyer)

(Seller)

(Buyer)

(Date)

(Date)

9. HAZARDOUS WASTE AND TOXIC SUBSTANCES. Seller will provide copies all information to Buyer, within 10 days, of any Phase I and/or Phase II or any other Environmental tests that have been performed on the Premises within the last twenty four (24) months of the Effective Date.

The Buyer, at its' own expense, may perform additional environmental testing to confirm that the Premises are free and clear of any hazardous wastes or toxic substances. If such tests determine that said Premises are contaminated and Seller does not correct said contamination, this Agreement shall be voidable, at Buyer's option, by written notice by Buyer to Seller of same prior to the Closing Date and all earnest money refunded to the Buyer and Buyer shall have no further recourse against Seller.

10. LIKE KIND EXCHANGE. Buyer acknowledges that Seller may elect to structure the sale of the Premises as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. Buyer further acknowledges and agrees that Seller may assign all of Seller's rights and obligations hereunder to an exchange intermediary; provided, such assignment shall not be deemed a release of Seller from any obligations hereunder. Buyer agrees to cooperate with Seller in response to Seller's reasonable requirements in connection with such exchange; provided that Buyer shall not be required to incur additional cost or liability, in connection therewith.

11. REPRESENTATIONS OF BUYER. The party signing this Agreement on behalf of Buyer, hereby represent and warrant to Seller that such persons have all authority to sign this Agreement on behalf of Buyer.

12. REPRESENTATIONS OF SELLER. The party signing this Agreement on behalf of Seller, hereby represent and warrant to Buyer that such persons have all authority to sign this Agreement on behalf of Seller.

13. PERSONAL PROPERTY. This paragraph intentionally omitted.

14. DOCUMENTATION TO BUYER. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer, at no cost to Buyer, complete and accurate copies of the following:

- A. A copy of the current property tax statement year 2015.
- B. A current Property ALTA survey

15. SECURITY DEPOSITS. This paragraph intentionally omitted.

16. LEAD AND ASBESTOS DISCLOSURE. This paragraph intentionally omitted.

17. SELLER'S DUTY OF MAINTENANCE AND REPAIR. Between the date hereof and the date of closing, except for Buyer's indemnification obligations set forth in Section 6, Seller shall have the full responsibility and the entire liability for any and all damages or injury of any kind whatsoever to the Premises, the Improvements thereon, and all persons, whether employees or otherwise, and all property from and connected to the Premises. Seller agrees to keep the Premises continually insured during the term of this Agreement under a policies of (i) commercial general liability insurance with policy limits of not less than \$1,000,000 per incident, and (ii) fire, hazard and all risk property insurance in amount equal to one hundred percent (100%) of the replacement value of the Improvements. Until the closing, Seller shall have the full responsibility for the continued operation, maintenance and repair of the Premises, normal wear and tear excluded.

18. CONDEMNATION. If, prior to the closing, the Premises shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Buyer, at its sole discretion, shall have the right to terminate this Agreement upon written notice to Seller without liability on its part by so notifying Seller and the Earnest Money (with ant accrued interest) shall be refunded to Buyer. If Buyer does not exercise its right of termination, (i) any and all proceeds arising out of any such eminent domain or taking shall be held in trust by Seller for the benefit of Buyer and paid to Buyer at closing; and (ii) the "Premises" shall thereafter be defined to mean the Premises less the portion taken by eminent domain or condemnation. In no event shall the Purchase Price be increased by the amount of any such proceeds.

19. CASUALTY. If, prior to the closing, the Premises or the Improvements are materially damaged or destroyed, Buyer, at its sole discretion, shall have the right to terminate this Agreement upon written notice to Seller without liability on its part by so notifying Seller and the Earnest Money (with any accrued interest) shall be refunded to Buyer. If the Premises or Improvements are not materially damaged or destroyed or Buyer does not exercise its right of termination, Seller shall proceed forthwith to repair the damage to the Premises and Improvements and any and all proceeds arising out of such damage or destruction, if the same be insured, shall be held in trust by Seller for the benefit of such repair. In no event shall the Purchase Price be increased by the amount of any such proceeds. The words "materially damaged or destroyed" for the purposes of this Section 19 shall mean the Premises incurs damage in excess of \$50,000.00 and said damage cannot be repaired on or prior to closing.

20. AS IS PURCHASE. Buyer acknowledges that the Premises being purchased by Buyer, together with the other improvements, fixtures, appliances and other items of Personal Property that will remain with the Premises are not new, and are being purchased "AS IS". Buyer has the right and duty to inspect the Premises and Personal Property being purchased with the Premises, or have them inspected by a person of Buyer's choice, at Buyer's expense. It is understood by the Buyer that the Buyer accepts the Premises and Personal Property "AS IS" without any Representations or Warranties

by the Seller except as expressly stated in this Agreement. Except as expressly provided in this Agreement, the Seller shall have no further responsibility or liability with respect to the condition of the Premises or Personal Property being sold with the Premises. This provision shall survive the delivery of the General Warranty Deed at Closing.

21. DISCLOSURE. This paragraph intentionally omitted.

22. INVENTORY. This paragraph intentionally omitted.

23. PATRIOT ACT. Buyer is not named, and is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub L 107-56, 115 Stat 272 ("USA Patriot Act"), Executive Order # 13224 or any other Executive Order or the United States Treasury Department as a terrorist, "Specially Designated Nation and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control. Buyer is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group entity, or nation.

Buyer's full, legal, and complete name(s) is/are _____. Buyer is not known as, and does not employ any other names or aliases. Buyer shall deliver to Seller such proof of identity that Seller may reasonably require.

24. CLOSING DATE. Subject to the fulfillment or waiver of the conditions hereof, and provided that all of the covenants, representations and warranties of Seller are true and correct on the closing date as though made on such date, the closing of the purchase and sale shall take place on or before **December 1, 2015**. The closing shall take place at the offices of Title Company or at such other place as Seller and Buyer may mutually determine. Actual possession of the Premises shall be delivered to Buyer on the Closing Date.

25. SELLERS OBLIGATION AT CLOSING. At or prior to the Closing date, Seller shall:

- A.** Deliver to Buyer, Seller's duly recordable General Warranty Deed (the "Deed") to the Premises (in a form reasonably satisfactory to Buyer) conveying to Buyer Marketable Fee Simple Title to the Premises and all rights appurtenant thereto, subject only to the Permitted Exceptions.
- B.** Cause to be furnished and delivered to Buyer the ALTA (Form 6/17/06) Owner's Title Insurance Policy in conformity with the requirements of this Agreement, or a "marked-up" Commitment in form acceptable to Buyer.
- C.** Deliver to Buyer, Title Company's standard affidavit of Seller, confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code.

- D.** Deliver to Buyer, Title Company's standard affidavit of Seller, in form and content sufficient to allow Title Company to delete the standard exceptions contained in Buyer's Owners Title Insurance Policy relative to (i) parties in possession, (ii) liens for labor, materials, or services, (iii) unrecorded easements or other instruments and (iv) the gap between date of title commitment and the recording date of the Deed.
- E.** Deliver to Buyer, a certificate confirming that the representations and warranties set forth in Section 4 of this Agreement are true and correct as of the Closing Date as though made as of such date.
- F.** Deliver to Buyer, such other documents as may be reasonably required by this Agreement (including, without limitation, authorizing resolutions of Seller), all in a form reasonably satisfactory to Buyer, Seller and Title Company.
- G.** An assignment, in a form and substance acceptable to Buyer, of all assignable warranties, guarantees, permits, licenses, certificates and franchises applicable or relating to the Premises.
- H.** An ALTA/ACSM Land Title Survey of the Premises

26. CLOSING COSTS. The following costs and expenses shall be paid as follows in connection with the closing:

A. Seller shall pay:

1. The cost to prepare and deliver to Buyer the Commitment (including, without limitation, the cost of any title search and exam by Title Company); all fees to record all of the documents necessary to permit Seller to convey Marketable Fee Simple Title to the Premises to Buyer (other than the fee to record the Deed); the cost of any endorsements necessary to convey Marketable Fee Simple Title to Buyer; and one-half (1/2) of the closing fee charged by Title Company.
2. Any state, county or municipal deed tax, excise tax or transfer fee imposed on the conveyance, and any fees and costs incurred by Seller or necessary to subdivide the Premises from other real property into a separate tax parcel.
3. Any deferred or delinquent real estate taxes or utilities and Seller's pro-rata share of those costs and expenses set forth in Section 27.
4. All special assessments existing through and including the Closing Date, whether levied, pending, deferred or assessed, including without limitation, the unpaid balance of special assessments and/or installments of special assessments certified for payment to the real

estate taxes, except all special assessments that become levied or pending after the Closing Date.

5. The cost of the ALTA survey
6. The brokerage fee of Broker pursuant to Section 7.
7. Attorneys' fees and costs of Seller's attorneys.

B. Buyer shall pay:

1. The documentary fee necessary to record the Deed.
2. The premium for the Owners Title Insurance Policy, any Lenders policy of title insurance, and the Survey.
3. One-half (1/2) of the closing fee and all of the escrow fee charged by Title Company.
4. All special assessments levied or pending after the Closing Date.
5. Attorneys' fees and costs of Buyer's attorneys.
6. Balance of the purchase price.

C. The terms of this Section 26 shall survive the closing of the transaction contemplated herein.

27. PRORATIONS. The following prorations shall be made as of the Closing Date:

A. Real estate taxes (excluding any outstanding special assessments and/or installments of special assessments certified to the real estate taxes for payment Seller is obligated to pay pursuant to Section 26 hereof) allocable to the Premises that are due and payable in the year of closing shall be prorated between Seller and Buyer to the Closing Date. Seller shall pay all such real estate taxes due and payable in years prior to the year of closing. Buyer shall assume responsibility for the payment of all such taxes due and payable in years subsequent to the year of closing. If, as of the Closing Date, the Premises is not assessed for purposes of property taxation separately from all other real property, then the real estate taxes for the total tax parcel shall be paid in full at closing, and the amount of taxes allocable to the Premises shall be determined based upon the ratio that the square footage of the Premises bears to the square footage of all the real property within the total tax parcel.

B. The terms of this Section 27 shall survive the closing of the transaction contemplated herein.

28. REMEDIES.

- A. Seller Default.** In the event Seller defaults under this Agreement and such default is not cured within 15 days after the date Buyer provides Seller written notice specifying such default, Buyer, as its sole and exclusive remedy, may either (a) seek specific performance of this Agreement provided such action is commenced within sixty (60) days after Seller's 15-day cure period, or (b) terminate this Agreement and receive a refund of all Earnest Money and any accrued interest thereon. In no event shall Seller be liable to Buyer for damages under this Agreement, or liable to Buyer for other costs and expenses incurred by Buyer in its investigation of the Premises.
- B. Buyer Default.** If Buyer defaults in the performance of this Agreement, Seller's sole and exclusive remedy shall be to cancel this Agreement by delivering written notice of such default to Buyer ("Seller's Default Notice"), in which event Buyer shall have the opportunity to cure such default within thirty (30) days after receipt of Seller's Default Notice, and if Buyer fails to timely cure such default after receipt of Seller's Default Notice, then this Agreement shall be deemed canceled without further action between the parties and the Escrow Agent shall deliver all of the Earnest Money to Seller as liquidated damages, it being the understanding and agreement of the parties that it would be impractical or extremely difficult to determine the actual damages to Seller in the event of Buyer's default, and that the Earnest Money is a reasonable estimate of the damages which Seller would incur as a result of Buyer's default hereunder.

29. ESCROW. Escrow Agent is authorized and agrees by acceptance thereof to promptly deposit the Earnest Money as provided herein and to hold same in escrow and to disburse the same in accordance with the terms and conditions of this Agreement. The sole duties of Escrow Agent regarding the Earnest Money shall be those described herein, and Escrow Agent shall be under no obligation to determine whether the other parties hereto are complying with any requirements of law or the terms and conditions of any other agreements among said parties. Escrow Agent may conclusively rely upon and shall be protected in acting upon any written notice, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper party or parties to this Agreement. Escrow Agent shall have no duty or liability to verify any such written notice, consent, order or other document, and its sole responsibility shall be to act as expressly set forth in this Agreement. Escrow Agent shall be under no obligation to institute or defend any action, suit or proceeding in connection with this Agreement. If Buyer and Seller execute any separate escrow instructions or an escrow agreement with Escrow Agent, then in the event of a conflict between the terms of such escrow instructions or escrow agreement and the terms of this Agreement, the terms of this Agreement shall control. Escrow Agent shall also execute this Agreement solely for the purpose of acknowledging its agreement with and understanding of the terms of this Section 29 and the other provisions of this Agreement relative to receipt, escrow, investment and disbursement of the Earnest Money. Failure of Escrow Agent to execute this Agreement shall not affect the validity of this Agreement as between Seller and Buyer.

30. TIME FOR ACCEPTANCE. The Agreement, when duly executed by all of the parties hereto, shall be binding upon the parties hereto, their heirs, representatives, successors and assigns. In the event this Agreement has not been duly executed by Seller and delivered to Buyer or its agent on or before **July 30th, 2015 at 5:00 p.m. Central standard time**, then the offer herein made by Buyer shall automatically and unconditionally terminate and this Agreement shall be null and void, and Escrow Agent shall immediately return to Buyer the Earnest Money.

31. FIRST RIGHT. Buyer shall have the first right to purchase the additional 1.50 acres immediately adjacent and to the East of this property should DEHN OIL not execute a Purchase Agreement on the adjacent parcel within 24 months of full execution of this purchase agreement. The Purchase Agreement of the First Right shall be in substantially in the same terms and conditions as this Purchase Agreement and at the price of \$2.00 / square foot. This First Right shall be at the Sole option of the Buyer. If Buyer decides to execute this First Right, Seller shall pay an additional real estate commission of 7% at the Closing to Premier Commercial Properties, LLC.

32. MISCELLANEOUS. The following general provisions govern the Agreement:

- A. No Waivers. The waiver by either party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Buyer, in its sole discretion may waive any right conferred upon Buyer by this Agreement; provided that such waiver shall only be made by Buyer giving Seller written notice specifically describing the right waived.
- B. Time of Essence. Time is of the essence of this Agreement.
- C. Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Minnesota and the parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the State of Minnesota.
- D. Notices. All notices and demands given or required to be given by any party hereto to any other party shall be deemed to have been properly given if and when delivered in person, the next business day after being sent by reputable overnight commercial courier (e.g. U.P.S. or Federal Express), sent by facsimile (with verification of receipt) or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

TO SELLER:

TO BUYER:

In the event either party delivers a notice by facsimile, as set forth above, such party agrees to deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by facsimile, provided that the procedures set forth above are fully complied with.

Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party.

- E. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. This Agreement may be assigned or transferred by Buyer at any time without consent of Seller, including, without limitation, to a lender of Buyer, provided the assignee agrees to be bound by the terms of this Agreement. Provided, however, any such assignment of this Agreement shall not release Buyer from liability under this Agreement.
- F. Invalidity.** If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.
- G. Complete Agreement.** All understandings and agreements heretofore had between the parties are merged into this Agreement which alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by both of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto and shall not merge with the deed delivered to Purchaser at closing.
- H. Counterparts.** This Agreement may be executed in one or more counterparts each of which when so executed and delivered shall be an original, but together shall constitute one and the same instrument.
- I. Calculation of Time Periods.** Unless otherwise specifically provided herein, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State of Minnesota, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of such period shall be deemed to end at 5:00 p.m.
- J. Attorneys' Fees.** If any dispute arises between the parties regarding this Agreement or the subject matter thereof, the prevailing party in any court action, administrative proceeding or alternative dispute resolution commenced or maintained to resolve such dispute, shall be entitled to an award of

reasonable attorneys' fees, disbursements and court costs in addition to any other remedy to which the parties are entitled.

K. Survival. All of the warranties, covenants, and representations made herein by either Seller or Buyer shall survive closing and the delivery of the Deed to Buyer, or the earlier termination of this Agreement.

L. Confidentiality. During the executory period of this Agreement, Seller, including its agents and brokers, agrees not to negotiate with any third parties for the sale of the Premises and agrees to keep the existence and the terms of this Agreement confidential, except as is necessary for Seller's broker to assemble Purchase Agreements with adjoining land owners and not alter broker's duties to those clients.

By the signatures below, both the Buyer and Seller agree to the above terms.

SELLER: The City of Anoka

BUYER: Minnesota Street Works, Inc

_____ date: _____

_____ date: _____

_____ date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

The Legal descriptions shall conform to Anoka County PID's as follows:

Anoka County PID# 35-32-25-12-0013

Anoka County PID# 35-32-25-11-0021

NOTE: The precise legal description of the Land is to be confirmed by the Title Evidence. It is the intent of the parties that the Land consists of the real property owned by Seller commonly known as 3.91 acres at Bunker Lake Boulevard and Krypton Street NW in Anoka, Minnesota. In the event that the correct description of the Land established in the Title Evidence should differ from the description of the Land set forth above in this *Exhibit A*, the description set forth in the Title Evidence shall be deemed to govern and replace the description set forth above.

EXHIBIT A-1

DEPICTION OF PREMISES

EXHIBIT B
Permitted Encumbrances

- 1) Building and zoning laws, ordinances, state and federal regulations:
- 2) Restrictions relating to use or improvement of the Property without effective forfeiture provision;
- 3) Reservation of any minerals or mineral rights to the State of Minnesota;
- 4) Utility and other easements of record which do not adversely interfere with Buyer's intended use of the Property;
- 5) Any exception to title or survey waived or approved by Buyer in writing.

Property Exhibit



COUNCIL MEMO FORM

9.3

Meeting Date	August 3 rd , 2015
Agenda Section	Ordinances & Resolutions
Item Description	Approving License Agreement with Walker Plaza Gardens LLC for Skyway
Submitted By	Darin Berger, Housing Manager

BACKGROUND INFORMATION

The Walker Plaza Gardens project includes a skyway over Monroe Street that will connect the existing Walker Plaza building and the new Walker Plaza Gardens project. In order to construct something over a City-owned right-of-way, there must be a License Agreement in place between the two parties. This agreement states that Walker Plaza will construct, maintain, operate, repair and replace the skyway if necessary. When the plan for the skyway was submitted, the Fire Department, Public Works and the Planning Commission all reviewed and approved the construction. Aside from this agreement, they are required to apply for a Right-of-Way Permit in order to shut down Monroe Street at the time of construction and installation. Staff has attached the License Agreement for your review and approval.

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

Adopt the attached Resolution Approving the License Agreement with Walker Plaza Gardens, LLC for the Skyway connecting the two properties over Monroe Street.



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2015-XX

**A RESOLUTION APPROVING LICENSE AGREEMENT WITH
WALKER PLAZA GARDENS, LLC FOR SKYWAY**

WHEREAS, the Licensor owns right-of-way located in the city of Anoka that is used as a public street and is depicted in the attached Exhibit A ("City Property"); and

WHEREAS, Licensees are in the process of constructing a senior housing with services project on property located southerly of and adjacent to the City Property; and

WHEREAS, Licensees have entered into an agreement to construct a skyway between the two senior housing projects, which will cross the City Property; and

WHEREAS, Licensee has requested that the Licensor grant Licensees a license to construct the skyway over the City Property.

NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council in consideration of the mutual covenants and agreements stated herein, and subject to the terms and conditions contained herein, the Licensor has agreed to grant Licensee a license to construct a skyway over the City Property.

Adopted by the Anoka City Council this the 3rd day of August, 2015.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

**LICENSE AGREEMENT
FOR SKYWAY OVER MONROE STREET**

THIS LICENSE AGREEMENT is made and entered into as of this ____ day of August, 2015, by and among the City of Anoka, a political subdivision of the State of Minnesota, Anoka City Hall, 2015 First Avenue North, Anoka, Minnesota 55303 ("Licensor"), Walker Methodist Plaza Gardens, LLC, a Minnesota limited liability company, 3737 Bryant Avenue South, Minneapolis, Minnesota 55409 and Walker Senior Housing Corporation III, a Minnesota nonprofit corporation, 3737 Bryant Avenue South, Minneapolis 55409 (collectively, "Licensees").

WHEREAS, the Licensor owns right-of-way located in the city of Anoka that is used as a public street and is depicted in the attached Exhibit A ("City Property"); and

WHEREAS, Licensees are in the process of constructing a senior housing with services project on property located southerly of and adjacent to the City Property; and

WHEREAS, Licensees have entered into an agreement to construct a skyway between their two senior housing projects, which will cross the City Property; and

WHEREAS, Licensees have requested that the Licensor grant Licensees a license to construct the skyway over the City Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, and subject to the terms and conditions contained herein, the Licensor has agreed to grant Licensees a license to construct a skyway over the City Property.

I. SKYWAY AGREEMENT.

Licensees have entered into an agreement dated as of July 20, 2015, to construct a skyway that spans City Property, a copy of which is attached hereto as Exhibit B ("Skyway Agreement"). The following definitions and terms used in the Skyway Agreement are hereby incorporated by reference and shall have the same meaning when used herein:

- Gardens Building
- Plaza Building
- Plans
- Final Plans
- Gardens Parcel
- Plaza Parcel
- Skyway

II. GRANT OF LICENSE.

Subject to the terms and conditions contained herein, the Licensor hereby grants to Licensees a perpetual license ("License") to construct, maintain, operate, repair, and replace the Skyway over the City Property at the location depicted in Exhibit A, which will connect the Gardens Building on the Gardens Parcel to the Plaza Building on the Plaza Parcel. The Plaza Parcel and the Gardens Parcel are legally described in the Skyway Agreement as Exhibit A and Exhibit B, respectively. Nothing in this License Agreement will restrict the right of Licensor to vacate, abandon, sell, transfer, or convey, the City Property as allowed by statute, provided any such vacation, abandonment, sale, transfer, or conveyance, shall be subject to this License Agreement and Licensees, their successors and assigns will not be disturbed hereunder and will attorn to the transferee.

III. LIMITATIONS OF LICENSE.

Licensor grants this License for the sole purpose of allowing Licensees to install, maintain, operate, repair, and replace the Skyway over the City Property according to the Final Plans as approved by Licensor. Prior to construction of the Skyway, Licensees shall submit to the Licensor for review and approval the Final Plans for the construction of the Skyway. Licensees shall not begin construction of any part of the Skyway located within the City Property until the Final Plans have been reviewed and approved in writing by the Licensor.

IV. MAINTENANCE AND PAYMENT OF COSTS.

The Licensees shall be solely responsible for and pay all costs associated with the construction, maintenance, operation, repair, and/or replacement of the Skyway, as provided in the Skyway Agreement. Licensees shall, upon written demand, reimburse the Licensor for all reasonable and actual costs they incur that may be associated with the review and approval of the Final Plans and the monitoring and/or inspection of the construction, maintenance, repair, or replacement of the Skyway.

V. REMOVAL OF IMPROVEMENTS.

Within a commercially reasonable time following the termination of this License Agreement, Licensees shall at their sole cost, remove the portion of Skyway located within the City Property and restore the City Property to substantially the condition it was in prior to the grant of this License or as otherwise mutually agreed by the parties.

VI. INDEMNIFICATION.

The Licensees agree to and shall hold harmless the Licensor, its commissioners, officers, agents, and employees (each, a "Licensor Indemnified Party") against any and all claims, expenses (including attorney fees), losses, damages or lawsuits for damages directly related to or directly resulting from the construction, maintenance, operation, repair, replacement, and/or future construction of improvements to the Skyway and/or the use of City Property as provided herein, except to the extent arising out of the negligence or willful misconduct of any such Licensor Indemnified Party. Licensor agrees not to contractually or otherwise waive any limitations on liability or other immunities or defenses available to it by statute or common law, with respect to any such claims, expenses, losses, damages or lawsuits.

VII. INSURANCE.

Licensees shall procure and maintain in full force and effect during the term of this License Agreement, insurance coverage for injuries to persons or damages to property related to or directly resulting from the construction, maintenance, operation, repair, replacement, and/or future construction of improvements to the Skyway and/or the use of City property. The insurance coverage shall be provided to Licensor for review and approval, and shall satisfy the requirements set forth in Exhibit C, which is attached hereto and incorporated herein.

VIII. COMPLIANCE WITH LAW.

Licensees shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations or standards of any governmental entity or agency of such governmental entity, which are or may be applicable to the construction, maintenance, operation, repair, replacement, and/or future construction of improvements to the Skyway, as of the date of such construction, maintenance, operation, repair, replacement, and/or future construction of improvements.

IX. PERMITS.

Prior to performing any construction, maintenance, repair, replacement, and/or future construction of improvements to the Skyway ("Work"), Licensees shall first obtain all applicable permits, license or other approvals or authorizations required by any governmental unit or other body claiming jurisdiction over said Work. Licensees shall comply with the terms and conditions of any such permits, licenses, or other approvals or authorizations when performing any Work within the City Property.

X. SIGNAGE.

Licensees may attach, affix or install signage within the Skyway, and, to the extent the same is visible to the outside from the travelled surface of the City Property, said signage must comply with all applicable federal, state, and local laws, ordinances, rules, regulations or standards of any governmental entity or agency of such governmental entity. Licensees may not attach, affix or install signage on the exterior of Skyway without the prior written approval of the Licensor, except where such signage is specifically required by applicable law.

XI. TERM.

The term of this License Agreement shall be perpetual and terminable only by the mutual written agreement of Licensor and Licensees or as otherwise expressly set forth herein. Upon termination of this License Agreement, the parties will execute and deliver a document in recordable form evidencing the termination of this Agreement

XII. LICENSEES' DEFAULT; REMEDIES.

A. Subject to Article XIII below, in the event Licensees fail to comply with any of the material terms and conditions of this License Agreement and such failure continues for a period of thirty (30) days after written notice from Licensor of such failure (provided, that if such failure cannot be reasonably remedied within such 30-day period and Licensees begin to remedy the same within such time and are diligently proceeding to remedy the same and provide Licensor with reasonable assurances acceptable to Licensor that said work will be completed within a reasonable time, Licensees will have such additional time as is reasonably required to remedy such failure), then Licensor may:

- (i) seek specific performance or other equitable relief or exercise any other right or remedy available at law or in equity; or
- (ii) terminate this License Agreement by written notice to Licensees.

B. Notwithstanding the foregoing, if Licensees in writing notify Licensor of the name and address of any holder of a mortgage on an Interest in the Gardens Parcel or the Plaza Parcel, or in the owner(s) of the Gardens Parcel and the Plaza Parcel (if any such owner is not also one of the Licensees), then Licensor will give such holder and owner a copy of any notice or other communication with respect to any claim that a default exists or is about to exist under this License Agreement and a copy of any notice of change of address. If Licensees fail to cure any such default under this License Agreement as provided herein, Licensor shall notify in writing each such holder or owner who will then have the right (but not the obligation) to cure any such default within 30 days of such notice, or, if such default cannot reasonably be cured within 30 days, such time as may reasonably be required to cure such default with all diligence, provided that such holder or owner provides reasonable assurances acceptable to Licensor that said work will be completed within a reasonable time.

C. Notwithstanding anything to the contrary, any default under this License Agreement (excluding an assignment of this License Agreement in violation of Article XVI below) shall be deemed cured or remedied if the condition(s) arising from Licensees' failure to comply with any material term or condition of this License Agreement are remedied to the extent commercially practicable under the circumstances and there is no risk of injury to the travelling public nor interference with Licensor's use and enjoyment of the City Property as a public right of way beyond what is contemplated under this License Agreement.

XIII. DISPUTE RESOLUTION.

In the event of a dispute arising under this License Agreement, the parties agree, prior to commencing litigation or pursuing any remedy available to them, including termination of this License Agreement, to use commercially reasonable efforts over a period of 30 days (or such longer period as may be mutually agreed to by the parties) following the receipt of written notice of such dispute to resolve the dispute through negotiation.

XIV. CONSENT.

Whenever consent or approval of the City is required under this License, such consent or approval will not be unreasonably withheld, delayed or conditioned. If the City withholds any consent or approval, it will, upon written request, deliver to Licensees a written statement giving the reasons therefor.

XV. FORCE MAJEURE.

Notwithstanding anything to the contrary, if either party cannot perform any of its obligations due to events beyond its control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond the parties' control include, but are not limited to, acts of God, war, civil commotion, terrorist activities, labor disputes, strikes, fire, flood, or other casualty, shortages of labor or material, government regulation or restriction, and weather conditions.

XVI. SUCCESSORS AND ASSIGNS.

This License Agreement may be assigned by Licensees and/or either of the Licensees' successors and assigns, provided:

A. the then current licensees are not in violation of any material terms and conditions of this License Agreement (and any amendments thereto) after a reasonable period of time following written notice from City; and

B. the assignee is a successor in interest to the Gardens Parcel, or the Plaza Parcel, or any of their respective successors; and

C. the assignee enters into a commercially reasonable agreement with Licensor assuming from and after the date of such agreement all the obligations and responsibilities provided for in this License Agreement and amendments thereto; upon which the then current licensees shall be released from this License Agreement and shall have no further rights or obligations hereunder.

Licensees will not sell or transfer the Gardens Parcel without assigning this License Agreement as provided above. Notwithstanding anything to the contrary, Licensees may collaterally assign this License Agreement to the holder of a mortgage on any interest in the Gardens Parcel or Plaza Parcel and Licensor agrees to consent to such assignment on commercially reasonable terms.

XVII. ESTOPPEL CERTIFICATES.

Licensor shall provide Licensees, as soon as reasonably practicable following such written request, a written statement stating that this License Agreement has not been modified, or, if modified, stating the nature of such modification, and certifying: (i) that this License Agreement, as modified, is in full force and effect; (ii) that, to the best of Licensor's knowledge, Licensees are not in default of this License Agreement except as may be otherwise stated in such statement; and (iii) to such other matters as may be reasonably requested by Licensees. It is intended that any such statement may be relied upon by Licensees, their successors and assigns, and any mortgagee of (or assignee of any mortgage of), either Licensee's interests, or any other person or entity.

XVIII. APPLICABLE VENUE.

This License Agreement shall be construed in accordance with the laws of the State of Minnesota. Any legal proceeding concerning this License Agreement in which the Licensor is a party shall be brought in Minnesota State District Court in Anoka County.

XIX. ENTIRE AGREEMENT.

It is understood and agreed by the parties that the entire agreement of the parties is contained herein and that this License Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Licensor and Licensees relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this License Agreement is the only and complete agreement regarding the subject hereof.

[Signatures begin on next page]

WALKER METHODIST PLAZA GARDENS, LLC

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2015 by _____, the _____ of the Walker Methodist Plaza Gardens, LLC, a Minnesota limited liability company, on behalf of Walker Methodist Plaza Gardens, LLC.

(Notarial Stamp)

Notary Public

[Signature page 2 of 3 to License Agreement for Skyway over Monroe Street]

WALKER SENIOR HOUSING CORPORATION III

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2015 by _____, the _____ of the Walker Senior Housing Corporation III, a Minnesota nonprofit corporation, on behalf of Walker Senior Housing Corporation III.

(Notarial Stamp)

Notary Public

This instrument was drafted by:

Leonard, O'Brien, Spencer, Gale & Sayre, Ltd.
100 South Fifth Street, Suite 2500
Minneapolis, Minnesota 55402
Reference: GCS

[Signature page 3 of 3 to License Agreement for Skyway over Monroe Street]

ALTA/ACSM Land Title Survey for: WALKER METHODIST at 1833 Second Avenue South – Anoka, Minnesota

NOTES

- * Bearings shown are based on the Anoka County Coordinate System.
- * Utilities shown are from information furnished by the City of Anoka and respective utility companies in response to Gopher State One Call Ticket No. 150560083 and are verified where possible.
- * Contact Gopher State 1 for utility locations before any construction shall begin. Phone 651-454-0002.
- * Area: 58,984 square feet (1.35 acres).
- * Current zoning classification and building setback requirements, height and floor space area restrictions as set forth in that classification have not been provided by the insurer.
- * This property is located in Flood Zone C (area of minimal flood hazards) per Flood Hazard Boundary Map H - 04 and Flood Insurance Rate Map I - 04 dated February 27, 1976.
- * There was no observed evidence of earth moving work, building construction or building additions.
- * There was no observed evidence of site use as a solid waste dump, sump or sanitary landfill.
- * There was no observed evidence of recent street or sidewalk construction or repairs.
- * There are no proposed changes in street right of way lines per City of Anoka.
- * There are no wetlands on this site.
- * There are no offsite easements or servitudes benefitting the property contained in the title commitment provided.

LEGEND

- Iron Monument Found
- Iron Monument Set
- S — Sanitary Sewer
- ST — Storm Sewer
- W — Watermain
- Hyd. ◊ Hydrant
- GV • Gate Valve
- MH ○ Manhole
- CB ○ Catch Basin
- CO ○ Cleanout
- Inv. Invert Elevation
- PP ○ Power Pole
- LP ☆ Light Pole
- Electrical Transformer
- ▨ Concrete Surface
- ▩ Bituminous Surface
- ▧ Brick Paver Surface
- T — Buried Telephone
- C — Buried Communications
- E — Buried Electric
- G — Buried Gas

PROPERTY DESCRIPTION

Lots 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 30, Town, now City of Anoka, according to the map or plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota.

CERTIFICATION

To Walker Methodist Plaza Gardens, LLC ("Borrower"), U.S. Bank National Association ("Lender"), Dougherty & Company LLC ("Lender"), and Commercial Partners Title, LLC as agent for Old Republic National Title Insurance Company ("Title Company").

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b), 7(c), 8, 9, 10, 11(a), 11(b), 13, 14, 15, 16, 17, 18, 19, 20(a) and 21 of Table A thereof. The field work was completed on May 13, 2015.

Dated this 17th day of June, 2015.

REHDER & ASSOCIATES, INC.

Gary C. Huber
Gary C. Huber, Land Surveyor
Minnesota License No. 22036

Revised July 16, 2015 to show gas and proposed building and skyway

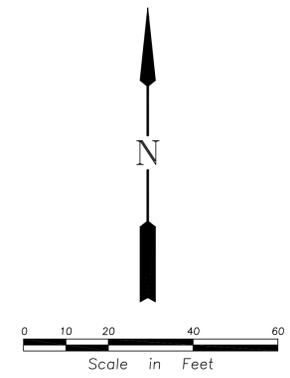
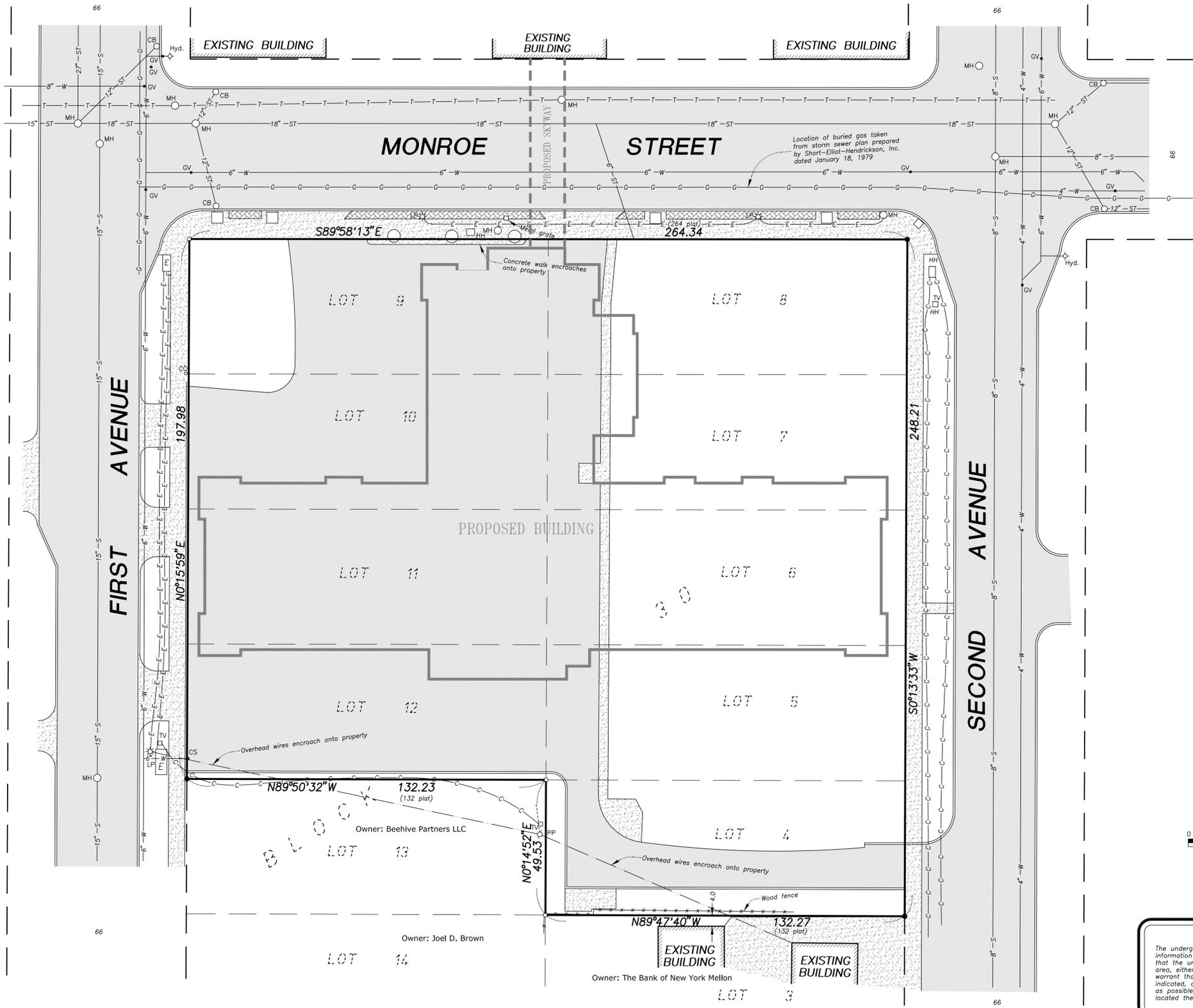
Rehder and Associates, Inc.

CIVIL ENGINEERS AND LAND SURVEYORS

3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051

JOB: 154-2809.010

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UTILITY STATEMENT
The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although he does certify that they are shown as accurately as possible from information available. The surveyor has not physically located the underground utilities.

EXHIBIT B

SKYWAY AGREEMENT

[See Attached]

SKYWAY AGREEMENT

DATE: As of August _____, 2015

BETWEEN ("Plaza"): Walker Methodist Plaza Gardens, LLC
3737 Bryant Avenue South
Minneapolis, Minnesota 55409

AND ("Gardens"): Walker Senior Housing Corporation III
3737 Bryant Avenue South
Minneapolis, Minnesota 55409

RECITALS

- A. Plaza is the owner of the real estate legally described in Exhibit A (the "Plaza Parcel").
- B. Gardens is the owner of the real estate legally described in Exhibit B (the "Gardens Parcel").
- C. Plaza and Gardens desire to provide for the construction and maintenance of a skyway bridge (the "Skyway") across Monroe Street between the exterior building lines of the building located on the Plaza Parcel (the "Plaza Building") and the building to be located on the Gardens Parcel (the "Gardens Building"), and pedestrian connection improvements (the "Connection Improvements") abutting the second floor levels of the Gardens Building and the Plaza Building, providing access to and egress from the Skyway to the improvements constructed on both parcels.
- D. Plaza and Gardens have agreed to use commercially reasonable efforts to obtain a permit and license from the City of Anoka enabling the Skyway to be constructed and thereafter operated and maintained within the street right-of-way of Monroe Street.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, Plaza and Gardens hereby agree as follows:

1. Definitions. In this Agreement:

- (a) "Parcel" means the Plaza Parcel or, as the case may be, the Gardens Parcel.
- (b) "Building" means the Gardens Building or, as the case may be, the Plaza Building.
- (c) "Owner" means Plaza or Gardens or their successors and assigns from time to time holding legal or beneficial title as fee owner of any Parcel.

(d) "Constant Dollar" means \$1.00 multiplied by the most recently published CPI as of the time in question and divided by the most recently published CPI as of October 1, 2014. The "CPI" is the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor for U.S. City Average, All Items (1982-84=100). If publication of the CPI is discontinued, or if the basis of calculating the CPI is materially changed, the parties will substitute for the CPI comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result that would have been achieved by the CPI.

(e) "Parties" means collectively Plaza and Gardens.

2. Construction of Skyway and Connection Improvements. Gardens will cause the Skyway and Connection Improvements to be constructed (the "Skyway Construction") at the approximate locations shown on Exhibit C and in accordance with the Final Plans, as defined below, and subject to the terms of this Agreement. Plaza and Gardens agree that the plans and specifications for the Skyway and Connection Improvements will be based on the conceptual schematic design set forth in Exhibit D (the "Plans"), subject to approval by the applicable governmental authorities. The final plans and specifications for the Skyway and Connection Improvements will be subject to the mutual approval of Gardens and Plaza (as approved, the "Final Plans").

(a) Skyway Construction. Before commencement of Skyway Construction, Gardens will deliver a proposed schedule for such construction to Plaza for approval (as approved by Plaza, the "Schedule"). Plaza will cooperate with Gardens in causing construction of the Skyway to proceed expeditiously in accordance with the Schedule. The Skyway Construction will include any work required in connection with the Skyway Construction per the Final Plans, including, but not limited to: (i) preparation of any required final construction drawings for the Plans; (ii) obtaining permits; (iii) completion of all work done between the exterior walls of the Buildings; (iv) completion of all Skyway Construction work done to such exterior walls of each building and restoring the integrity of such walls including, without limitation, restoring the integrity of the exterior wall systems; (v) completion of any structural support work within or without each building for support of the Skyway and Connection Improvements; and (vi) completion of that portion of the heating ventilating, air conditioning or electrical systems necessary to supply such services to the Skyway and Connection Improvements.

(b) Methods. Throughout the period of Skyway Construction, Gardens will maintain the opening in the exterior wall of the Plaza Building in an air tight and water tight manner in substantial accordance with the Plans. Skyway Construction will be completed by Gardens in a manner that does not unreasonably interfere with the use and operation of the Plaza Building. Plaza agrees to reasonably cooperate with Gardens' construction activities so that the Skyway can be completed in an efficient and prompt manner. Gardens hereby agrees to indemnify Plaza from and against any and all loss, cost or damage arising out of any liens upon the Plaza Parcel relating to Skyway Construction.

(c) Time of Performance. Gardens will use reasonable commercial efforts to substantially complete the Skyway pursuant to the Final Plans and Schedule ("Skyway Completion"). The actual date of Skyway Completion shall be the later of (i) the date that the architect designing the Skyway certifies to Plaza that the Skyway has been substantially completed, in accordance with the Final

Plans and any applicable Laws (defined below), subject only to the completion of minor items that do not impact the legal use or occupancy of the Skyway, all of which items are identified in such certificate and all of which are capable of being completed, through the use of reasonable efforts, within sixty (60) days of such substantial completion, subject to weather, seasonal requirements, and other matters beyond Gardens' control (collectively, "Punch List Items") and (ii) the date upon which any required approvals for the use/occupancy of the Skyway have been obtained from the City of Anoka.

(d) Punch List. As soon as possible after written notice from Gardens that Gardens believes the Skyway Construction to be substantially completed, Gardens and Plaza, or their representatives, shall inspect the Skyway. Gardens and Plaza shall mutually create, within ten (10) business days after such inspection, a list of Punch List Items. Gardens shall correct or cure any punch list items within sixty (60) days, or such longer period as may be reasonably necessary, provided Gardens is proceeding with due diligence to complete such items.

(e) Title. In addition, as soon as reasonably practical after the Skyway Completion, Gardens shall deliver to Plaza (i) a tract search of the Plaza Parcel confirming the absence of any mechanics' or materialmen's liens arising out of the Skyway Construction, (ii) an ALTA survey confirming the location of the foundations and other support structures in the location required by the Final Plans, (iii) owner and contractor's sworn statements, (iv) lien waivers covering all labor and materials included in the Skyway Construction to date, and (v) such other information that Plaza shall reasonably require evidencing payment of all labor and materials included in the Skyway Construction to date.

(f) Compliance With Law. Gardens warrants that the Skyway Construction shall be completed in a good and workmanlike manner in compliance with all laws, rules, codes and regulations (collectively, "Laws"), and in accordance with the Final Plans, as amended, and free from defects that are not inherent in the nature of the work. Gardens' warranty excludes damage or defect caused by abuse, improper or insufficient maintenance or operation or normal wear and tear under normal usage. For a period of one (1) year after the date of Skyway Completion of the Skyway Construction, if any part of the Skyway shall not comply with the foregoing warranty (except for damage or defect caused by abuse, improper or insufficient maintenance or operation or normal wear and tear under normal usage), Plaza shall notify Gardens of such defect or failure and Gardens, at Gardens' cost, shall promptly cause such defects and failures to be corrected.

(g) Guarantees. Gardens shall obtain from its general contractor and/or the contractors for the express benefit of Gardens and Plaza such Third Party Guarantees (defined below) as may be specified in the Final Plans. Such Third Party Guarantees shall run to the benefit of Gardens and Plaza, on an exclusive basis. "Third Party Guarantees" shall mean all warranties and guarantees received by Gardens from its general contractor or any of its contractors in connection with the performance of the Skyway Construction.

(h) Construction Limits. To the extent construction of the Skyway requires temporary staging areas or access for construction equipment upon the Gardens Parcel, the Parties agree to negotiate in good faith for purposes of establishing construction limits, adopting reasonable safety standards, and permitting reasonable access for such items on terms reasonably acceptable to Plaza.

(i) Access Control. The Skyway will be constructed with key card controlled doors at both ends of the Skyway at the point where the Skyway connects with the Buildings in a manner that will provide for control of access and airflow and will provide security control for the Gardens Building and the Plaza Building. There will be separate and distinct levels of keycard access at each Building. In the event there is a material ingress or egress of airflow between the Buildings as a result of the Skyway, the Parties will undertake commercially reasonable efforts to alleviate such material ingress or egress and minimize any "wind tunnel" effects of the Skyway.

(j) Signs. No signs (other than reasonable directional signs to the various campus facilities accessible via the Skyway) will be installed on or about the Skyway unless required by law or with the mutual consent of Gardens and Plaza.

3. Grant of Gardens Parcel Easements. Gardens, as Owner of the Gardens Parcel, hereby grants, bargains, quitclaims and conveys the following easements:

(a) For the benefit of the Plaza Parcel and the Owner thereof, a nonexclusive right to pedestrian access and passage through the Skyway within the Gardens Parcel to the public areas of the Gardens Building for use by the Owners and occupants of each Parcel and their respective agents, employees, and visitors. The Owner of the Gardens Parcel will create and maintain an inviting entrance to the Skyway at the point of entry into the Skyway from the Gardens Building and will install signage within the Gardens Building directing patrons to the Plaza Building through the Skyway, in a manner reasonably acceptable to the Owner of the Plaza Parcel.

(b) For the benefit of the Plaza Parcel and the Owner thereof, a nonexclusive right to install, within the areas above the ceiling and below the floor or other concealed portions of the Skyway on the Gardens Parcel, and thereafter maintain and use, wires, cabling, pneumatic tubes, conduit, pipes and other similar materials for the purpose of providing services and security systems within the Skyway on the Gardens Parcel or to any space leased in the Gardens Building by such party, so long as such installation does not unreasonably interfere with pedestrian use of the Skyway.

4. Grant of Plaza Parcel Easements. Plaza, as Owner of the Plaza Parcel, hereby grants, bargains, quitclaims and conveys the following easements:

(a) For the benefit of the Gardens Parcel and the Owners thereof, a nonexclusive right to construct, reconstruct, maintain, repair, replace, operate, and use the Skyway and Connection Improvements on the Plaza Parcel in accordance with the terms, covenants and conditions provided in this Agreement.

(b) For the benefit of the Gardens Parcel and the Owners thereof, a nonexclusive right to temporarily use and occupy the areas on the Plaza Parcel immediately adjacent to the Skyway and Connection Improvements as may be necessary to reasonably accommodate construction, reconstruction, maintenance, repair, and replacement of the Skyway and Connection Improvements and any facilities located therein.

(c) For the benefit of the Gardens Parcel and the Owners thereof, a nonexclusive right to attach the Skyway and Connection Improvements to the foundation, footings, structure, and exterior wall and roof of the Plaza for structural support and weather protection in accordance with the Final Plans, but such right will not authorize any modification, enlargement, or increase in the loading on the Plaza without the written consent of the Owner thereof.

(d) For the benefit of the Gardens Parcel and the Owners thereof, a nonexclusive right to pedestrian access and passage through the Skyway and Connection Improvements to the public areas of the Plaza and for pedestrian egress and ingress to and from the exterior door in the Connection Improvements over and across exterior sidewalks on the Plaza Parcel for use by the Owners and occupants of each Parcel and their respective agents, employees, and visitors. The Owner of the Plaza Parcel will create and maintain an inviting entrance to the Skyway at the point of entry into the Plaza and will install signage within the Plaza directing patrons to the Gardens through the Skyway, in a manner reasonably acceptable to the Owner of the Gardens Parcel.

(e) For the benefit of the Gardens Parcel and the Owners thereof, a nonexclusive right to install, within the areas above the ceiling and below the floor or other concealed portions of the Skyway on the Plaza Parcel, and thereafter maintain and use wires, cabling, pneumatic tubes, conduit, pipes and other similar materials for the purpose of providing services and security systems within the Skyway on the Plaza Parcel, so long as such installation does not unreasonably interfere with pedestrian use of the Skyway.

5. Nature of Easements.

(a) Duration of Easements. Unless otherwise specifically stated, all easements granted or declared hereby will be perpetual, for so long as the Building on the benefited Parcel will remain standing, as the same may be reconstructed following damage, destruction or demolition. In the event of any damage destruction or demolition of any Building benefited or burdened by any easement created hereby, the easement will be suspended but not terminated, even though it is not currently being used. Notwithstanding the foregoing, the Owner of the Plaza Parcel and the Owner of the Gardens Parcel shall each have the right to terminate any easement granted under this Agreement by written notice to the other Owner in the event access to or use of the Skyway or Connection Improvements is rendered permanently infeasible following any taking under the power of eminent domain or revocation or termination of any permit or license to maintain the Skyway in the right-of-way of Monroe Street, or any other cause. Access to or use of the Skyway or Connection Improvements shall be deemed to be rendered "permanently infeasible" if any such permit or license is taken, revoked or terminated, or access or use is lost by any other cause, without commercially reasonable possibility of reinstatement or subsequently obtaining a new permit or license. Notwithstanding anything to the contrary, the Owner receiving notice of the exercise of the termination right set forth in the Section 5(a) may contest such exercise by written notice to the exercising Owner delivered within thirty days of receipt of the notice exercising such right, in which case the easement in question shall not terminate except upon mutual written agreement or the final determination by a court of competent jurisdiction that access to or use of the Skyway or Connection Improvements is permanently infeasible.

(b) Construction Variations. The Owners acknowledge that the actual location of the easements created hereby may be subject to such variations from the Plans as may be approved by the Owners or minor variations as may in fact exist in connection with the construction of the Gardens, Skyway, and Connection Improvements. Any Owner may cause new exhibits to be created reflecting the actual locations of the easements created hereby for the purpose of correcting such variations as may exist, and the Owners hereto will enter into an amendment or amendments of this Agreement incorporating such new exhibits. The Owner requesting such amendment or amendments will pay the cost of surveying such actual locations and preparing any amendments, unless the amendment is required by law or the Owners mutually agree as to the necessity of the amendment, in which event the cost will be shared equally.

(c) Modification of Easements. The Owner of any Parcel at its cost will have the right from time to time upon reasonable notice to the other Owners to modify, alter, reconstruct or relocate any easement area or easement facilities on its Parcel as may be desirable for operation, improvement, construction, reconstruction, expansion or modification of any Building on its Parcel, so long as such modification, alteration, reconstruction or relocation does not materially lessen the capacity or efficiency of the easement facilities serving the other Parcels or any Buildings thereon or otherwise materially and adversely affect the use or operation of the Skyway or Connection Improvements or other Parcels or any Buildings thereon. Any such modification, alteration or reconstruction will be of a character and quality consistent with the character and quality of the original easement facilities, and any such relocation will not unreasonably interfere with use of or access to the Skyway or Connection Improvements or other Parcels or any Buildings thereon. If necessary, any such easement area or easement facilities may be temporarily relocated to accommodate reconstruction, repair or maintenance or such easement may be temporarily suspended during reconstruction, repair or maintenance. The Owner relocating an easement area or easement facilities will execute and record an amendment to this Agreement reflecting any resulting relocation of the easements on its Parcel, the cost of which will be paid by such Owner.

(d) Rules and Regulations. The Owners shall agree upon and adopt reasonable and nondiscriminatory written rules and regulations governing the safety, security, cleanliness, and orderly operation of the Skyway. The owner of any Parcel burdened by an easement under this Agreement will have the right from time to time to adopt reasonable and nondiscriminatory rules and regulations governing the safety, security, cleanliness, and orderly operation of the easement areas and the facilities therein, which shall be written and consistent with the Skyway rules and regulations. The Owners will comply with and will use commercially reasonable efforts to cause their respective tenants and subtenants, and their respective employees, visitors, clients, customers and invitees to comply with any such written rules and regulations.

(e) Hours of Access. The Skyway and Connection Improvements will be open for pedestrian access by the Owners and occupants of each Parcel and their respective agents, employees, and visitors during the normal building hours of the Gardens, and such additional hours and under such additional arrangements as the Owners of the Gardens Parcel and Plaza Parcel may mutually agree. The Owners hereby agree that the Skyway and Connection Improvement shall be open for pedestrian ingress, egress, and access 24 hours per day, seven days per week (1) for access (a) by employees and medical personnel associated with Plaza subject to reasonable security requirements, including access control and (b) by others during normal visiting hours established by Plaza from time

to time, and (2) for access to exterior sidewalks on the Plaza Parcel. The Owner of each Parcel at its cost will provide such security procedures and protections as may be reasonably acceptable to the Owners of the Parcels for ingress, egress, and access to the Skyway and Connection Improvements on their respective Parcels after normal building hours.

6. Operation. From and after the date the Skyway and Connection Improvements are substantially complete, all repairs, maintenance, cleaning, operations, replacement and removal of the Skyway and Connection Improvements will be performed by the Owner of the Gardens Parcel. The Skyway will be operated and maintained in a neat, clean and orderly manner, and will be repaired and replaced as required to keep them in good order and condition, in accordance with applicable law, and the standards of a Class A medical office building in the Twin Cities metropolitan area ("Class A Standard"). Such maintenance work will include, without limitation, cleaning and janitorial services, lighting, heating and cooling, and replacement of bulbs and ballasts, window washing, maintenance, repair and replacement of the structural elements, elevator, and service equipment, and cleaning, repair and replacement of the drainage inlets, downspouts, and other roof drainage facilities. The Owner of the Gardens Parcel or the Owner of the Plaza Parcel may close off the portion of the Skyway located on that Owner's Parcel to whatever extent required in the opinion of counsel to prevent a dedication of the Skyway or accrual of any rights by any person or the public to the Skyway provided that such closure does not deprive the persons permitted to use the Skyway under this Agreement of access any more than is reasonably necessary under the circumstances.

7. Cost of Construction and Operation.

(a) Gardens will pay the cost of all work performed, services rendered and materials furnished in designing and constructing the Skyway and Connection Improvements in accordance with the Final Plans so long as they are consistent with the Plans. Plaza shall have the right to request reasonable changes to the Plans, including specifically relocation of the Connection Improvements. Plaza shall be responsible for any increased costs resulting from any changes to the Plans made at Plaza's request unless such changes are required to bring the Skyway and Connection Improvements into compliance with applicable law, Class A Standards or other terms of this Agreement.

(b) The cost of repair, maintenance, cleaning and operation of the Skyway and Connection Improvements after completion of construction, including without limitation, maintenance of all necessary permits and bonds, provision of all air-conditioning, heating and electricity, security, and insurance required pursuant to Section 9 (collectively, "Maintenance Costs") will be paid by the Owner of the Gardens Parcel.

(c) Each Owner will be responsible at its cost for any repair, maintenance, cleaning and operation of any entry or access areas to its Building from the Skyway.

8. Insurance.

(a) The Owner of the Gardens Parcel will maintain a policy of "all-risk" casualty insurance covering the full replacement cost of the Skyway and Connection Improvements and commercial general liability insurance with contractual liability coverage insuring against all claims, demands and actions for personal injury, death and property damage in or about the Skyway and Connection

Improvements, in amounts and in such form as may from time to time be agreed among the Owners, but in all events the liability policy will afford protection for limits of not less than \$5 million in Constant Dollars for injury or death sustained by one or more persons as a result of any one occurrence and \$1 million in Constant Dollars for damage to property as a result of any one occurrence.

(b) During the initial construction period and any other period of appropriate construction activity, Gardens shall maintain builder's risk insurance under an "all risk", "all perils", "completed value" coverage form (non-reporting), providing replacement cost coverage in an amount not less than the insurable valuable of the Skyway which may be covered as part of, and in any event be on the same terms and conditions as, a policy insuring the construction of the Gardens.

(c) Each liability policy will list as insured the Owner of the other Parcels, and any Gardens', managing agents, holder of a mortgage or trustees and beneficiaries of a deed of trust as may from time to time be designated by the Owners of the other Parcels in writing and each property policy will waive any right of subrogation against any of such insureds. No policy will be subject to cancellation or reduction in coverage except after at least 30 days' written notice to all insured parties. Each insurance policy or a duly executed certificate, together with evidence of payment therefor, will be deposited with the Owner of each Parcel upon execution of this Agreement and at least 30 days prior to the expiration of the previous policy. All such policies may be blanket policies and must be underwritten and issued with carriers rated A(-)VIII or better in the most current edition of Best's Insurance Reports, must be issued by insurance companies authorized to do business in Minnesota and shall contain a waiver of any rights of subrogation.

(d) At least five (5) days prior to commencement of construction of the Skyway, Gardens will deliver to the other Parties copies of such policies (or certificates of insurance (ACORD Form 25-S or 27, as applicable) evidencing such policies) referred to in this Section 8. At least fifteen (15) days prior to Skyway Completion, Gardens will deliver to Plaza copies of such policies (or certificates of insurance (ACORD Form 25-8 or 27, as applicable) evidencing such policies). At least fifteen (15) days prior to expiration of existing policies, Gardens will deliver to Plaza certificates or copies of renewals of such policies. Gardens reserves the right to reasonably increase the limits or coverages of such policies in response to inflation or to their changed circumstances. Upon the reasonable request of Plaza, Gardens will, from time to time, promptly deliver to Plaza certified copies or other evidence of such insurance, and evidence reasonably satisfactory to Plaza (that all premiums have been paid and such insurance is in full force and effect. The insurance required by this Section 6 may be carried either by (i) separate policies or (ii) by endorsement to policies covering the Gardens reasonably satisfactory to Plaza.

(e) Each Party (the "Indemnitor") shall indemnify, defend and save harmless the other Party and their respective agents, contractors and employees (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against all penalties, claims, costs, demands, damages, losses, expenses (including reasonable attorneys' fees), suits or liabilities of whatsoever nature (collectively, "Claims") brought by third parties and that arise from the Indemnitor's or its agent's, contractor's or employee's (herein, Indemnitor and such other parties are collectively referred to as the "Indemnitor Parties") use and occupancy of the easements granted herein or from any other activity, work or thing done by Indemnitor Parties in or about the Plaza Parcel, Skyway or Gardens

Parcel. If any such proceeding is filed by a third party against such Indemnified Party, Indemnitor shall defend such Indemnified Party in such proceeding at Indemnitor's sole cost by legal counsel reasonably satisfactory to such Indemnified Party. In no event shall Indemnitor be obligated to indemnify the Indemnified Parties for any willful or negligent act or omission of such Indemnified Party. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any Claims asserted against a Party within any applicable statute of limitations.

9. Condemnation. In the event of taking under the power of eminent domain of any portion of the easement areas each Owner will make its own claim in the condemnation proceeding based upon the value of the fee simple or leasehold interest owned by it taking into account its rights and obligations under this Agreement.

10. Damage and Destruction. Upon any damage or destruction of the Skyway, Connection Improvements, or any part thereof, the Owner of the Gardens Parcel at its cost will:

(a) promptly clean up the land, remove all debris and return the land and remaining portions of the Skyway or Connection Improvements to a safe condition; and

(b) promptly restore or replace the Skyway or Connection Improvements to substantially the same condition as existed immediately prior to such event; provided if such damage or destruction affects any Building and as a result thereof access to or use of the Skyway or Connection Improvements is not feasible, restoration may be deferred until access and use is again feasible.

11. Limitation of Liability. The liability of each Owner under this Agreement will be limited to the proceeds of insurance plus its interest in its Parcel and any Building located thereon, and no other property or asset will be subject to levy, execution or other procedure for satisfaction of remedies with respect to the covenants contained herein. Each Owner hereby waives and relinquishes all claims it may have against the Owners of the other Parcels for damages to its property arising out of or resulting from fire or other hazards which are covered by the property insurance required to be carried under Section 9, whether or not such damage is caused by the negligence of the Owner of any other Parcel or its agents, officers or employees. Except as otherwise specifically set out in this Agreement, no party will, may or can avoid liability under this Agreement by disuse or non-use of any or all of the easements.

12. Governmental Relationship. Each Owner will reasonably cooperate and join in any and all applications for permits, licenses or other approvals or authorizations required by any governmental unit or other body claiming jurisdiction in connection with any operation, maintenance, repair, use, replacement, construction or reconstruction contemplated or required hereby.

13. Separate Tax Parcels. All rights and easements created by this Agreement are intended to be valued as part of the tax parcel assessed to the owner of the Parcel to whose benefit the rights and easements run. The Owners will use all reasonable efforts to have the taxing authority allocate real and personal property tax liability (if any) on the Parcels in such manner.

14. Separate Mortgages. The owner of each Parcel will have the right separately to create mortgages, deeds of trust, or other security interests upon its separate estate, such estate being subject to and together with its interests in the easements and other covenants created herein.

15. Default and Remedies.

(a) If any Owner defaults in any obligation requiring the payment of money and fails to cure the default within 30 days after receipt of written notice of such default, or if any Owner defaults in any of its other obligations under any provision hereof and fails within 60 days after receipt of written notice of such default to commence such action as is necessary to cure such default and to proceed diligently thereafter to cure such default, any non-defaulting Owner may, subject to Section 23, and by an action at law or suit in equity, exercise its remedies under subsection (b) below. All indebtedness of or payments due by an Owner under this Agreement will bear interest from the date incurred or the date such payment is due, whichever is earlier, at a rate equal to 3% per annum in excess of the prime rate as published from time to time by *The Wall Street Journal* (or such other nationally recognized publication or governmental report which reports comparable borrowing rates if *The Wall Street Journal* is no longer published) or, if payment of such interest cannot be lawfully enforced, then at the highest rate that can be enforced, and the indebtedness, interest, and all reasonable costs of arbitration, suit or collection thereof, including reasonable attorneys' fees whether arbitration or suit be brought or not, with interest on such costs of arbitration, suit or collection at the rate above set forth, will be payable on demand of the creditor, and such indebtedness, interest and costs of arbitration, suit or collection and interest on such costs will be recoverable by enforcement of an award made by the panel of arbitrators or by any remedy available after the making of such award at law or in equity. In addition, without the act or deed of any Owner, any undisputed indebtedness, interest and costs, or any such award by the panel of arbitrators or court, will constitute a lien against the Parcel owned by the defaulting Owner from and after the date the notice of such lien is filed in the land records for Anoka County, Minnesota in which this Agreement is filed. Such lien will be enforceable by judgment obtained in an action filed pursuant to Minnesota law. Failure to enforce any covenant hereunder will not be deemed to be a waiver of the right to do so thereafter.

(b) In addition to the other rights and remedies provided at law or in equity or under this Agreement, if an Owner defaults in any obligation under this Agreement and fails to cure such default within the applicable time period described in subsection (a) above, the Owner of any other Parcel may on not less than 30 days prior written notice (or with such notice as may be reasonable in an emergency) enter the Parcel of the defaulting Owner, if necessary, and pay or perform such obligation. The costs of such payment or performance by the Owner of the other Parcel, plus 10% of such costs for overhead and administration, and also plus reasonable attorney's fees in connection with such payment or performance, will be paid by the defaulting Owner on demand.

(c) If any Owner in writing by registered or certified mail notifies the Owner of any other Parcel of the name and address of any Gardens or holder of a mortgage or other security interest on its Parcel, the Owner of the other Parcel will give such Gardens or holder a copy of any notice or other communication with respect to any claim that a default exists or is about to exist under this Agreement and a copy of any notice of change of address. If the defaulting Owner fails to cure any such default, any such Gardens or holder of whom the non-defaulting Owner has been so notified in writing will have the right (but not the obligation) to cure any default in payment of any amounts

owing hereunder within 30 days after notice or any other default within a reasonable time, not to exceed 60 days after notice (or, if such non-monetary default cannot reasonably be cured within 60 days, such time as may reasonably be required to cure such non-monetary default with all diligence) with the same effect as if timely made by the defaulting Owner.

(d) No Owner may terminate any of the easements created by this Agreement or discontinue performance of its obligations to maintain, repair and replace the easement facilities due to a default by any other Owner under this Agreement. Any such termination or change in performance may be made only with the written consents described in Section 22.

16. Force Majeure. Notwithstanding anything in this Agreement to the contrary, the time for performance of any obligations under this Agreement will be extended by the number of days of any delays in the commencement or performance of operation, construction, reconstruction, repairs, maintenance or replacement caused by acts of God, war, terrorism, civil commotion, embargo, riots, strikes, picketing or other labor disputes, unavailability of labor or materials that could not have been avoided by efficient construction administration, or damage to work in progress resulting from fire or other casualty, or any other events which are beyond the reasonable control of the affected Owner (except for unavailability of funds).

17. Notices. All notices, communications, demands and requests permitted or required to be given under this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, or (b) one business day after being delivered to a reliable and recognized overnight courier or messenger service which provides receipts of delivery, with fees prepaid or charged to the sender, or (c) three business days after being deposited in the United States mail in a sealed envelope with registered or certified mail postage prepaid thereon, addressed as set out at the head of this Agreement to such other address or addresses as may be as may be set forth in a notice given in accordance with this Section. A copy of any notice to the Plaza Owner shall also be sent to:

Walker Methodist Plaza Gardens, LLC
3737 Bryant Avenue South
Minneapolis, Minnesota 55409

and to: Walker Senior Housing Corporation III
3737 Bryant Avenue South
Minneapolis, Minnesota 55409

18. Estoppels. Each Owner will at any time and from time to time upon not less than 30 days' prior notice from any other Owner execute, acknowledge and deliver a written statement certifying:

(a) that this Agreement is in full force and effect, subject only to such modification (if any) as may be set out therein, and

(b) that there are not, to such Owner's knowledge, any uncured defaults on the part of the other Owner, or specifying such defaults if any are claimed.

Any such statement may be relied upon by the recipient Owner, a prospective purchaser, lender, or other transferee or encumbrancer of all or any portion of the Parcel owned by the requesting Owner or any Building thereon or interest therein, or any assignee of any such persons. If any Owner fails to timely deliver such statement, such Owner will be deemed to have acknowledged that this Agreement is in full force and effect, without modification except as may be represented by the Owner requesting such statement, and that there are no uncured defaults in the requesting Owner's performance.

19. Severability. The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Agreement, or any part of the same, or the inapplicability thereof to any person or circumstance, will not impair or affect in any manner the validity, enforceability, or effect of the rest of this Agreement, or the inapplicability of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstance.

20. Applicable Law. This Agreement will be construed in accordance with the laws of the State of Minnesota.

21. Successors and Assigns. All rights and easements established, granted, conveyed, reserved and consented to by this Agreement and accrue Gardens to all of the Parcels and will run with the land, and will inure to the benefit of and be binding on all present and future Owners of all or any portion of such Parcels and their respective successors and assigns. Each Owner will be liable under this Agreement only for such obligations as accrue during its respective period of ownership of its Parcel. If any Parcel is subdivided into two or more Parcels of separate ownership, each obligation arising under this Agreement will bind each such newly created Parcel and the Owner thereof only to the extent such obligation relates to such Parcel, and the other Parcels created from such subdivision and the Owners thereof will not be burdened by such obligation. Nothing in this Agreement is to be interpreted to give the public, any governmental authority or any other third party any easement upon any land, nor any rights to the public.

22. Consents and Approvals. If the consent or approval of any Owner is requested under this agreement, such consent or approval will not be unreasonably withheld, delayed or conditioned. Any refusal to consent or approve will be in writing and will explain in reasonable detail the reasons for refusal.

23. Arbitration. Notwithstanding anything to the contrary contained herein, the Owners involved in any dispute under this Agreement will meet together in a good faith attempt to resolve such dispute. If they have not resolved such dispute within 30 days of the notice of such dispute, the dispute will be resolved pursuant to the provisions of the Uniform Arbitration Act, or such other alternative dispute resolution procedure that the Owners may mutually elect, provided that the alleged defaulting Owner will not have the right to arbitration or other dispute resolution procedures unless and until it first pays to the other Owner all amounts alleged to be owing. If the panel of arbitrators decides that the amount alleged to be owing is in excess of the actual amount owing, the Owner who has received the excess amount will refund the excess to the other Owner, together with interest from the date of payment until refunded at the rate set forth in Section 15. The decision of the panel of arbitrators or other decision-maker will be binding and judgment upon the award rendered by the arbitration or other dispute resolution procedure may be entered in any court with jurisdiction thereof. In any arbitration or other alternative dispute resolution procedure, the parties will exchange documents and information

required by Section 26(a)(1) of the Federal Rules of Civil Procedure. In any arbitration, the Owners will, within 30 days following the election of an Owner to submit the dispute to arbitration, mutually agree upon a third party arbitrator. If the Owners are unable to agree upon an arbitrator within such period, the Owners will then apply to the American Arbitration Association or any successor thereto for the designation of an arbitrator to render a final determination. The arbitrator must be a disinterested, real estate expert, actively employed in commercial real estate in the Twin Cities Metropolitan Area no fewer than ten years before appointment. If the matter being arbitrated affects amounts owing by any other Owners, all of the affected Owners will join in the arbitration.

24. Changes. This Agreement may be terminated, extended, modified, supplemented or amended at any time and from time to time only by the unanimous agreement of the Owners and the holders of any mortgages or the beneficial interest in any deeds of trust on the Parcels. No such termination, extension, modification, supplement or amendment will be effective until a proper written instrument has been executed, delivered and recorded in the appropriate office for recording real estate interests in and for Anoka County, Minnesota.

25. Merger. There will be no merger of the easements and other rights created by this Agreement with the fee estate in any of the Parcels by reason of the same Owner owning or holding the fee interest or other estate in such Parcels. No such merger will occur unless and until the owners join in and duly record a written instrument effecting such merger, as provided in Section 25.

26. Title. Each Owner of a Parcel covenants that it has fee simple title) to its Parcel and that such Parcel is not subject to any liens that are superior to this Agreement and the easements granted herein except by such parties as have agreed to subordinate their liens to this Agreement.

27. Mechanic's Liens. Each Owner of a Parcel covenants to keep its Parcel and all other Parcels on which it performs work hereunder free and clear of all liens arising out of any work performed, materials furnished or obligations incurred by that Owner or its representatives. If any such lien attaches to a the Easement Area , and the responsible Owner does not cause the same to be released by payment, bonding or otherwise within thirty (30) days after the attachment thereof, any other Owner will have the right but not the obligation to cause the same to be released by payment of the lien or otherwise, and any sums expended by such other Owner (plus administrative costs) in connection therewith will be payable by the responsible Owner on demand with interest thereon from the date of expenditure at the rate set forth in Section 15(a).

28. Third Party Beneficiaries of This Agreement. Neither the public, nor any persons or entities except Gardens and Plaza, and their respective successors and assigns, will have rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement. The non-exclusive rights of use described in this Agreement are private rights of use. The parties expressly disclaim any intention to dedicate to public use (whether expressly or by implication by virtue of acts of omission or otherwise) any part of the Gardens Property or any part of the Plaza Property, the Skyway or any segment thereof or any extension thereto. Neither the non-exclusive right of use referred to in this Agreement, nor any other provisions of this Agreement, nor acts or omissions in connection with this Agreement, will, or will be deemed to, permit the public or any other persons to acquire any prescriptive easement or other right in or interest in the foregoing.

IN WITNESS OF this Agreement, Plaza and Gardens it as of the date set out at its head.

(Signatures Follow)

Walker Methodist Plaza Gardens, LLC

By: _____

Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, the _____ of Walker Methodist Plaza Gardens, LLC, a limited liability company under the laws of Minnesota, on behalf of the limited liability company.

(Notarial Stamp)

Notary Public

Walker Senior Housing Corporation III

By: _____

Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
by _____, the _____ of Walker Senior Housing
Corporation III, a Corporation under the laws of Minnesota, on behalf of the Corporation.

(Notarial Stamp)

Notary Public

This instrument was drafted by:
Leonard, O'Brien, Spencer, Gale & Sayre, Ltd.
100 South Fifth Street, Suite 2500
Minneapolis, Minnesota 55402
Reference: GCS

EXHIBIT A
DESCRIPTION OF GARDENS PARCEL

Parcel 1:

Lots 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 30, Town, now City of Anoka, according to the map or plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota, except the following parcel:

The West 77 feet of Lot 9 and all of the West 77 feet of Lot 10, lying North of a line drawn parallel with and 71 feet South from the North line of Lot 9, all in Block 30, Town, now City of Anoka, Anoka County, Minnesota.

Parcel 2:

Easement for driveway purposes as evidenced in Warranty Deed dated August 3, 1973, and filed August 3, 1973, as Document No. 394103 (Book "1049", Page 518), Anoka County, Minnesota.

Abstract Property

EXHIBIT B
DESCRIPTION OF PLAZA PARCEL

Parcel 1:

An air rights parcel, being that part of Lot 2, Block 1, City Center Addition, Anoka County, Minnesota, lying between a plane surface at elevation 882.75 feet and a plane surface at elevation 933.0 feet, based on the United States Geodetic Survey Sea Level Datum 1929 adjustment for the City of Anoka;

AND

An air rights parcel, being that part of the following described land lying between a plane surface at elevation 879.25 feet and a plane surface at elevation 933.0 feet, based on the United States Geodetic Survey Sea Level Datum 1929 adjustment for the City of Anoka:

That part of the vacated East 4.5 feet of First Avenue which lies South of a line parallel with and distant 4.5 feet North, as measured at right angles, from the North line of Lot 2, Block 1, City Center Addition, Anoka County, Minnesota, and North of a line parallel with and distant 4.5 feet South, as measured at right angles, from the South line of said Lot 2;

That part of the vacated West 4.5 feet of Second Avenue which lies South of a line parallel with and distant 4.5 feet North, as measured at right angles, from the North line of Lot 2, Block 1, City Center Addition, Anoka County, Minnesota, and North of a line parallel with and distant 4.5 feet South, as measured at right angles, from the South line of said Lot 2;

AND

An air rights parcel, being that part of the vacated North 4.5 feet of Monroe Street lying between a plane surface at elevation 872.0 feet and a plane surface at elevation 933.0 feet, based on the United States Geodetic Survey Sea Level Datum 1929 adjustment for the City of Anoka, which lies between the Southerly extensions of the east and west lines of Lot 2, Block 1, City Center Addition, Anoka County, Minnesota.

Together with an easement for overhangs in an air rights parcel, being that part of the following described land lying between a plane surface at elevation 879.25 feet and a plane surface at elevation 933.0 feet, based on the United States Geodetic Survey Sea Level Datum 1929 adjustment for the City of Anoka:

The South 4.5 feet of Lots 1 and 3, Block 1, City Center Addition, Anoka County, Minnesota;

And together with the benefits and easements contained in the Reciprocal Easement Agreement, Document No. 855273, as amended by Amendment to Reciprocal Easement Agreement, Document No. 1119305, over, under and across the following described land:

That part of Lot 2, Block 1, City Center Addition, Anoka County, Minnesota, lying below a plane surface at elevation 882.75 feet, based on the United States Geodetic Survey Sea Level Datum 1929 adjustment for the City of Anoka.

That part of the following described land lying between a plane surface at elevation 862.0 feet and a plane surface at elevation 856.0 feet, based on the United States Geodetic Survey Sea Level Datum 1929 adjustment for the City of Anoka:

That part of the vacated East 4.5 feet of First Avenue which lies South of a line parallel with and distant 4.5 feet North, as measured at right angles, from the North line of Lot 2, Block 1, City Center Addition, Anoka County, Minnesota, and North of a line parallel with and distant 4.5 feet South, as measured at right angles, from the South line of said Lot 2;

That part of the vacated West 4.5 feet of Second Avenue which lies South of a line parallel with and distant 4.5 feet North, as measured at right angles, from the North line of Lot 2, Block 1, City Center Addition, Anoka County, Minnesota, and North of a line parallel with and distant 4.5 feet South, as measured at right angles, from the South line of said Lot 2;

That part of the vacated North 4.5 feet of Monroe Street which lies between the Southerly extensions of the east and west lines of Lot 2, Block 1, City Center Addition, Anoka County, Minnesota;

The South 4.5 feet of Lots 1 and 3, Block 1, City Center Addition, Anoka County, Minnesota.

Parcel 2:

Leasehold estate in a portion of the following premises:

That part of Lot 2, Block 1, City Center Addition, Anoka County, Minnesota, lying below a plane surface at elevation 882.75 feet, based on the United States Geodetic Survey Sea Level Datum 1929 adjustment for the City of Anoka.

Created by that certain Parking Lease dated June 1, 1989, between The Housing and Redevelopment Authority in and for the City of Anoka and Walker Senior Housing Corporation III, a Memorandum of which was recorded June 30, 1989, as Document No. 855274.

EXHIBIT C
LOCATION OF SKYWAY AND CONNECTION IMPROVEMENTS

[See Attached]

ALTA/ACSM Land Title Survey for: WALKER METHODIST at 1833 Second Avenue South – Anoka, Minnesota

NOTES

- * Bearings shown are based on the Anoka County Coordinate System.
- * Utilities shown are from information furnished by the City of Anoka and respective utility companies in response to Gopher State One Call Ticket No. 150560083 and are verified where possible.
- * Contact Gopher State 1 for utility locations before any construction shall begin. Phone 651-454-0002.
- * Area: 58,984 square feet (1.35 acres).
- * Current zoning classification and building setback requirements, height and floor space area restrictions as set forth in that classification have not been provided by the insurer.
- * This property is located in Flood Zone C (area of minimal flood hazards) per Flood Hazard Boundary Map H - 04 and Flood Insurance Rate Map I - 04 dated February 27, 1976.
- * There was no observed evidence of earth moving work, building construction or building additions.
- * There was no observed evidence of site use as a solid waste dump, sump or sanitary landfill.
- * There was no observed evidence of recent street or sidewalk construction or repairs.
- * There are no proposed changes in street right of way lines per City of Anoka.
- * There are no wetlands on this site.
- * There are no offsite easements or servitudes benefitting the property contained in the title commitment provided.

LEGEND

- Iron Monument Found
- Iron Monument Set
- S — Sanitary Sewer
- ST — Storm Sewer
- W — Watermain
- Hyd. ◊ Hydrant
- GV • Gate Valve
- MH ○ Manhole
- CB ○ Catch Basin
- CO ○ Cleanout
- Inv. Invert Elevation
- PP ○ Power Pole
- LP ☆ Light Pole
- Electrical Transformer
- ▨ Concrete Surface
- ▩ Bituminous Surface
- ▤ Brick Paver Surface
- T — Buried Telephone
- C — Buried Communications
- E — Buried Electric
- G — Buried Gas

PROPERTY DESCRIPTION

Lots 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 30, Town, now City of Anoka, according to the map or plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota.

CERTIFICATION

To Walker Methodist Plaza Gardens, LLC ("Borrower"), U.S. Bank National Association ("Lender"), Dougherty & Company LLC ("Lender"), and Commercial Partners Title, LLC as agent for Old Republic National Title Insurance Company ("Title Company").

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b), 7(c), 8, 9, 10, 11(a), 11(b), 13, 14, 15, 16, 17, 18, 19, 20(a) and 21 of Table A thereof. The field work was completed on May 13, 2015.

Dated this 17th day of June, 2015.

REHDER & ASSOCIATES, INC.

Gary C. Huber
Gary C. Huber, Land Surveyor
Minnesota License No. 22036

Revised July 16, 2015 to show gas and proposed building and skyway

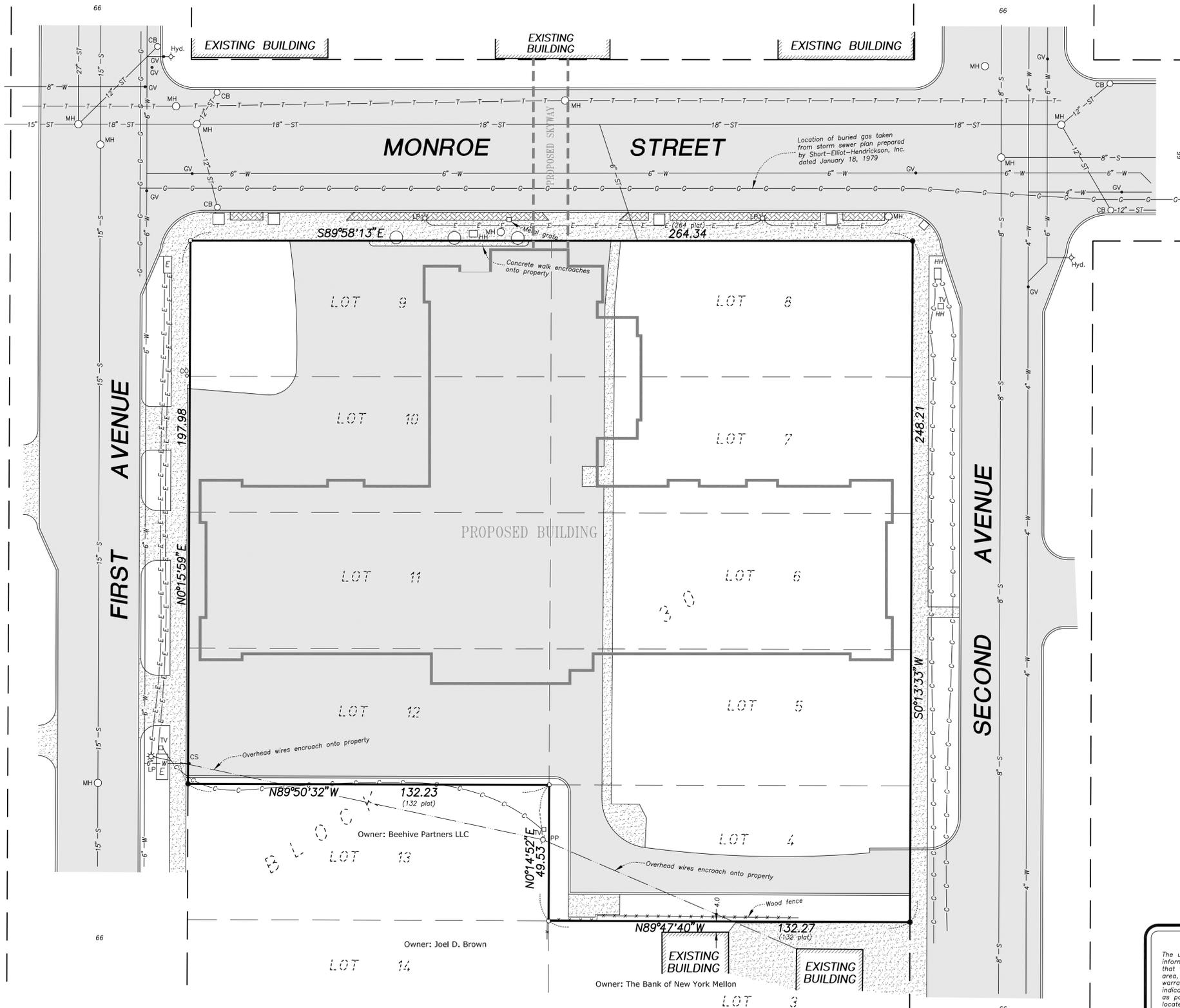
Rehder and Associates, Inc.

CIVIL ENGINEERS AND LAND SURVEYORS

3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051

JOB: 154-2809.010

130 of 168



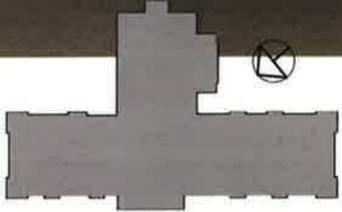
UTILITY STATEMENT

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although he does certify that they are shown as accurately as possible from information available. The surveyor has not physically located the underground utilities.

EXHIBIT D
CONCEPTUAL SCHEMATIC DESIGN OF SKYWAY AND CONNECTION IMPROVEMENTS

[See Attached]

Walker Methodist Plaza Gardens



View from Northeast Corner



Plaza Gardens

Walker Methodist Plaza Gardens

132 of 168
102 Monroe, Anoka, MN



View from Northwest Corner

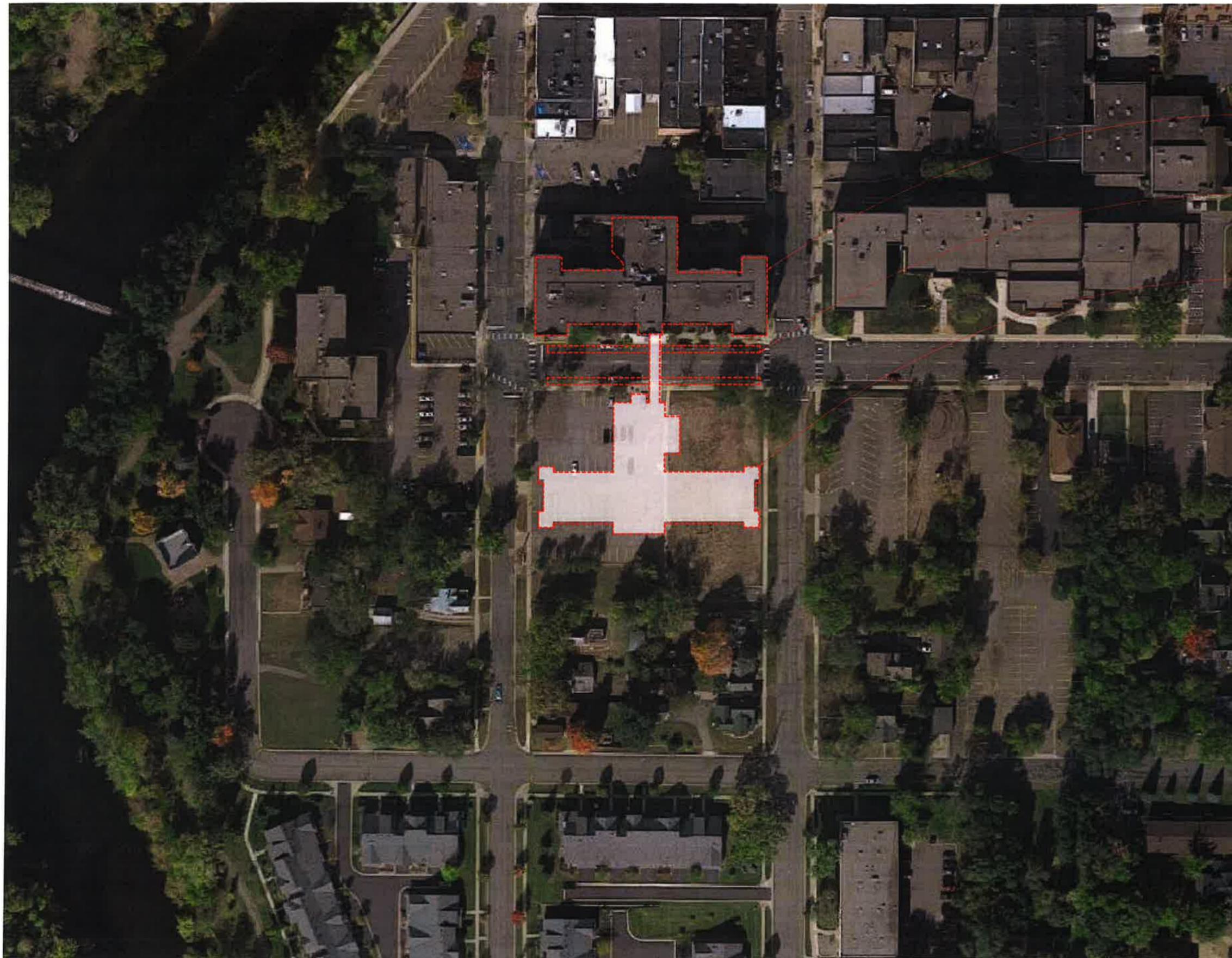
Walker Methodist Plaza Gardens

133 of 166

102 Monroe, Anoka, MN



Plaza Gardens

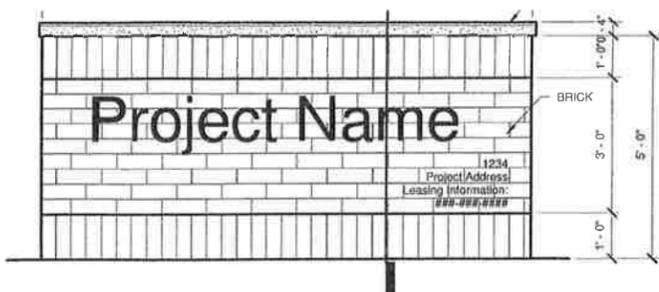


EXISTING BUILDING

19 STREET
PARKING STALLS

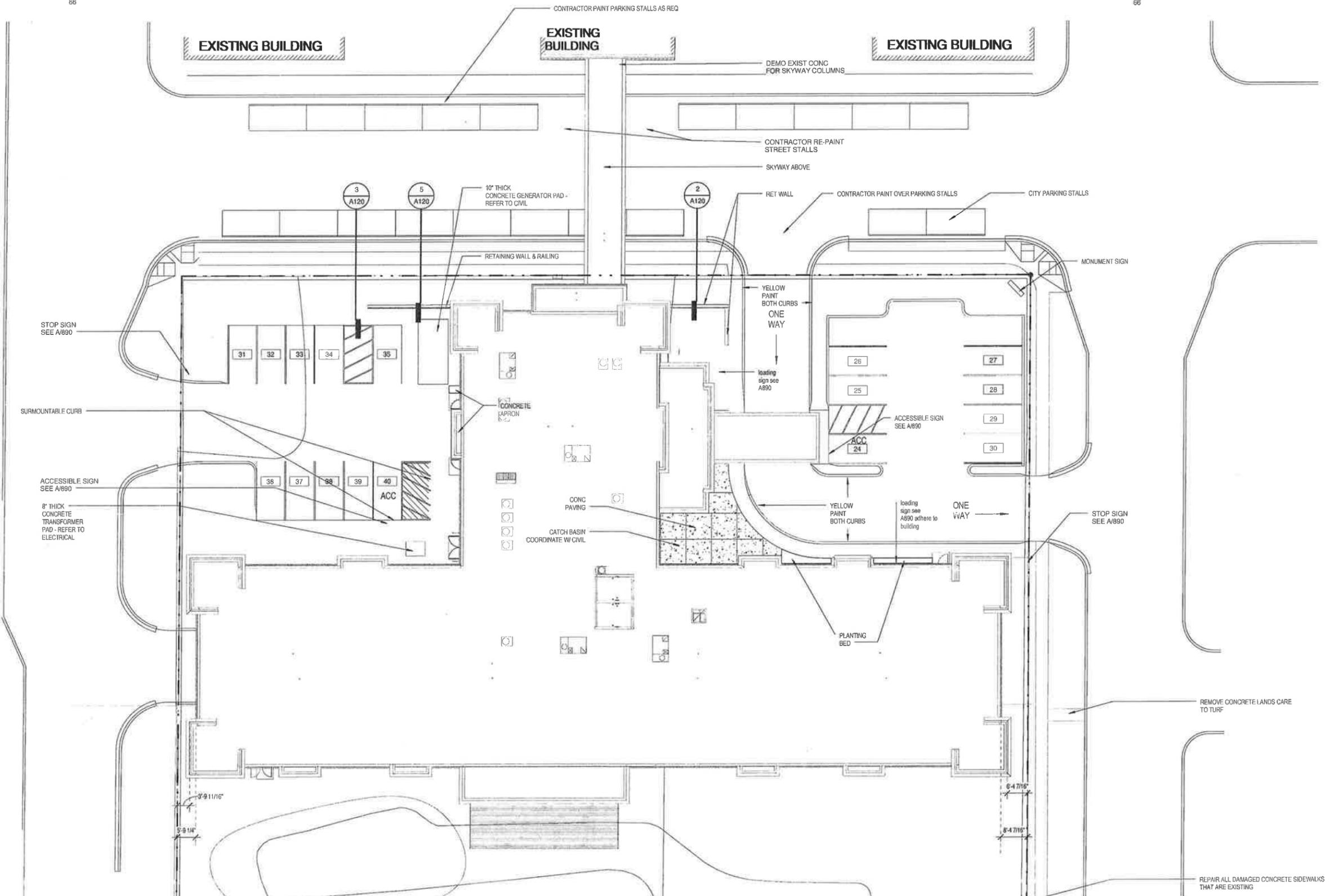
PROPOSED BUILDING

REBAR
 TIES
 T 18" O.C. MAX
 IN WALL PROVIDE
 WITH DOWELS
 ITAL AT 12" O.C. MAX
 IN WALL
 PLACE
 4G
 1LID
 1/2" COURSE



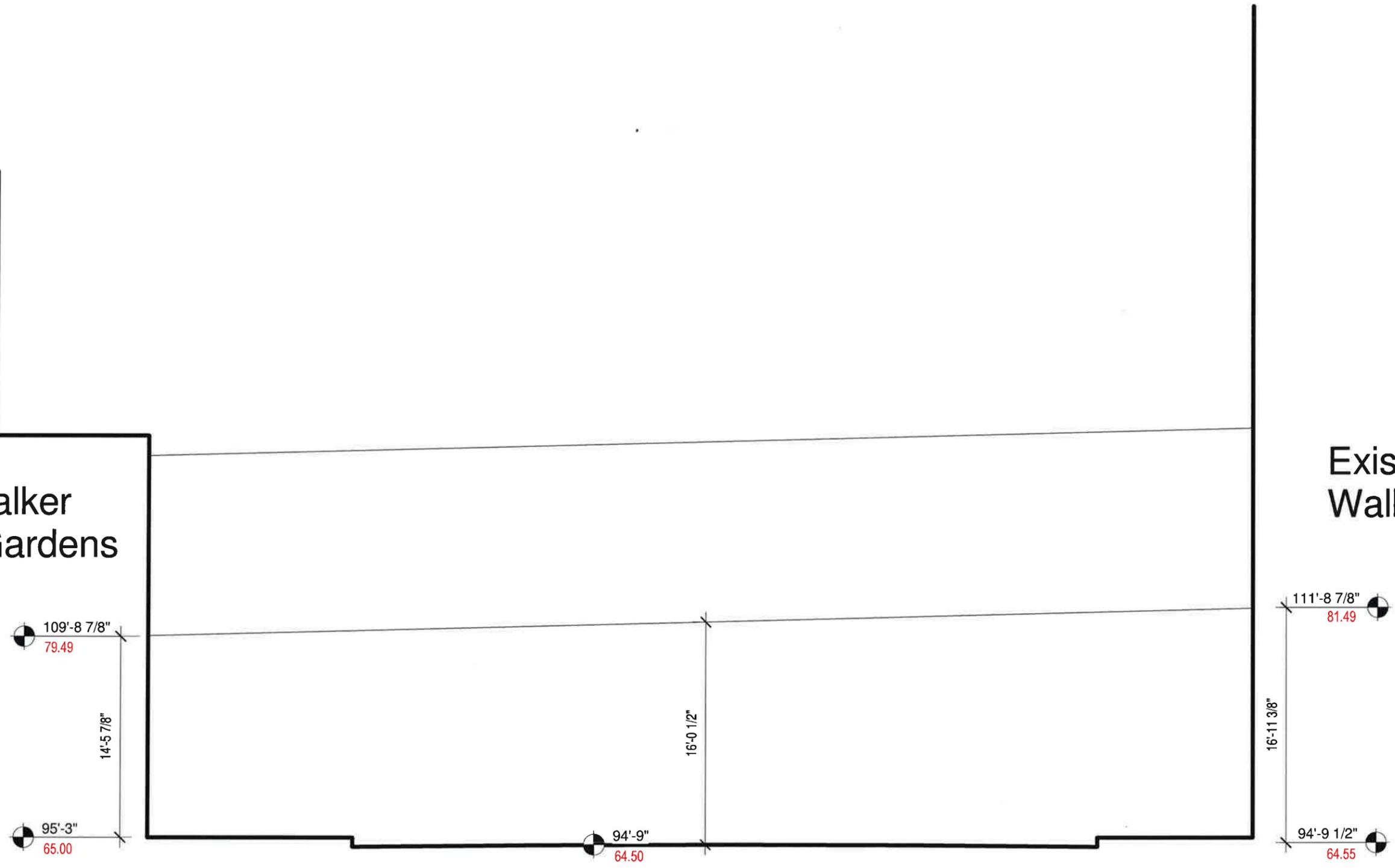
4 Site - Monument Sign - Elevation
 1/2" = 1'-0"

1'-0" THICK
 WITH (4) #5 BARS
 IS LONG
 3S - REFER TO CIVIL



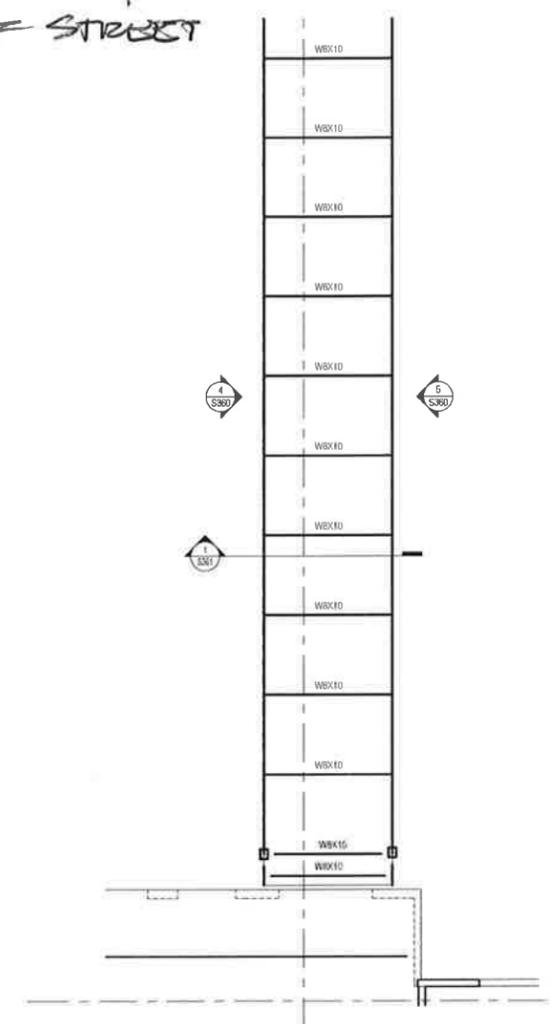
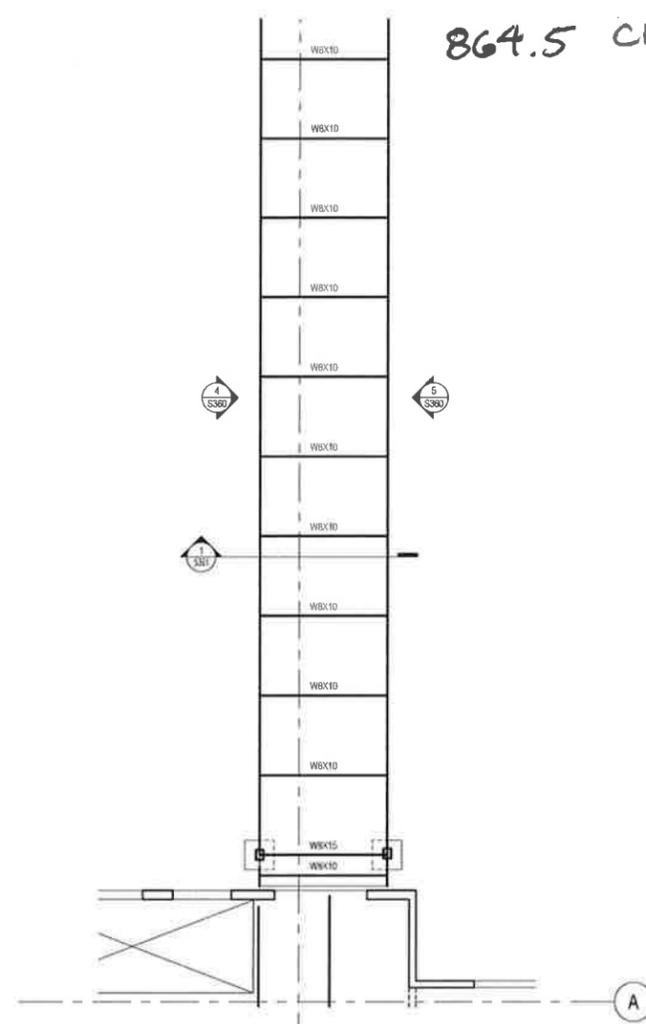
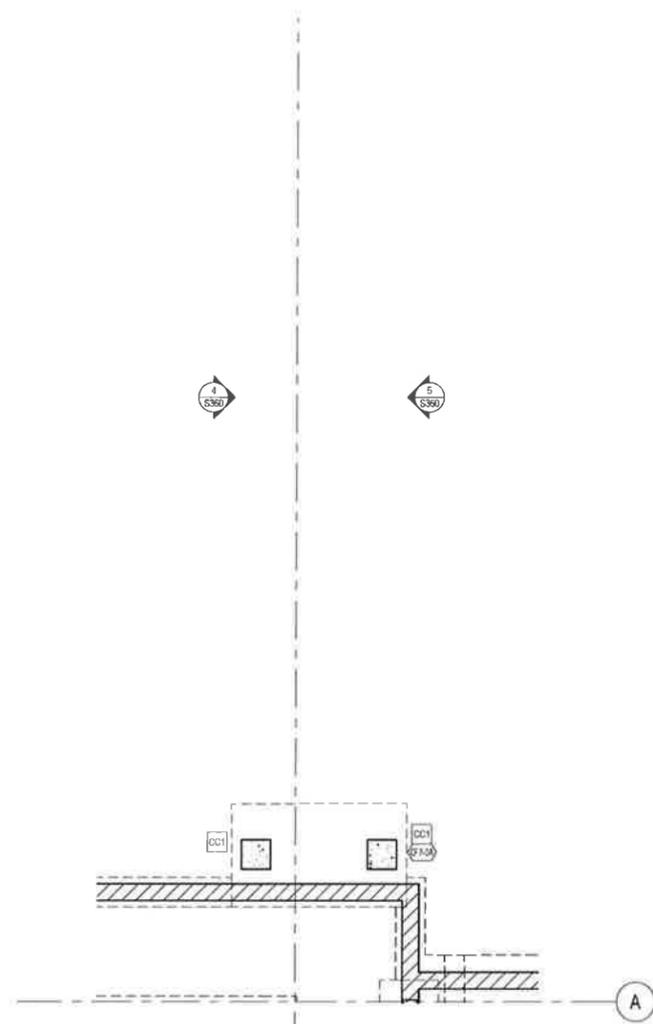
New Walker Plaza Gardens

Existing Walker Plaza



1 Skyway Height Diagram
1/8" = 1'-0"

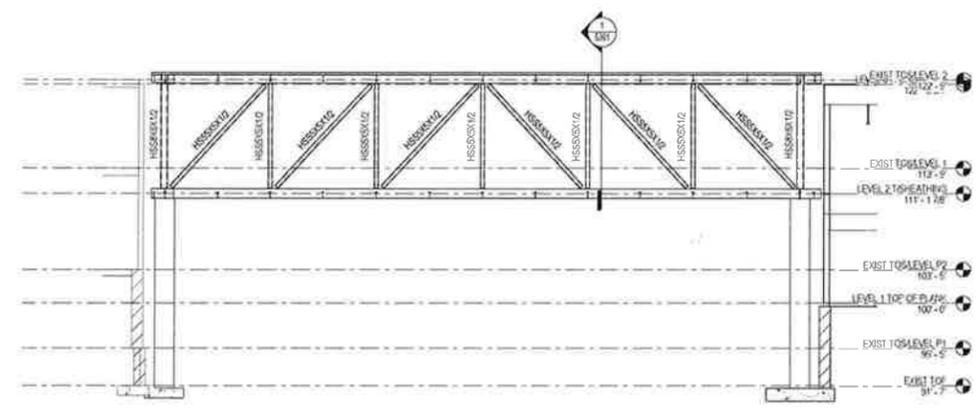
864.5 CENTER OF STREET



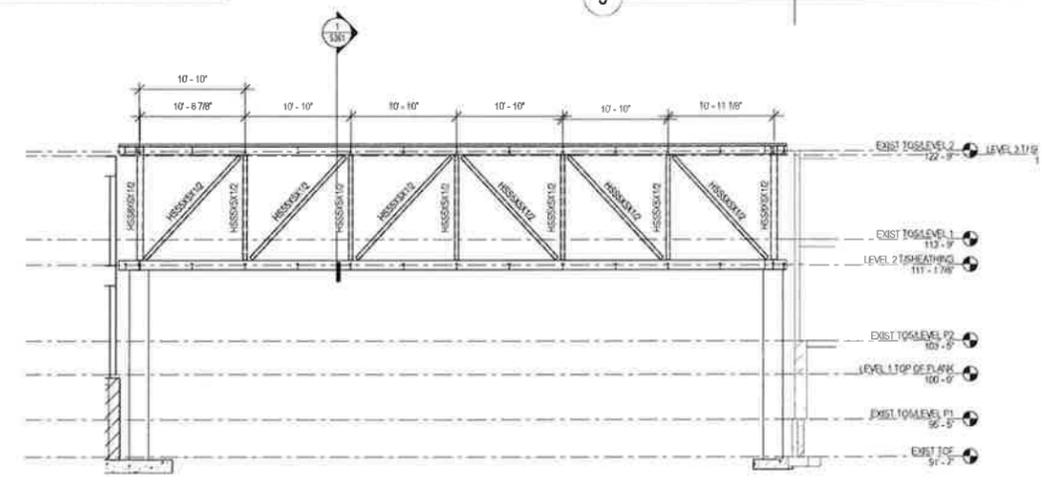
1 SKYWAY FOUNDATION PLAN

2 SKYWAY LEVEL FRAMING PLAN

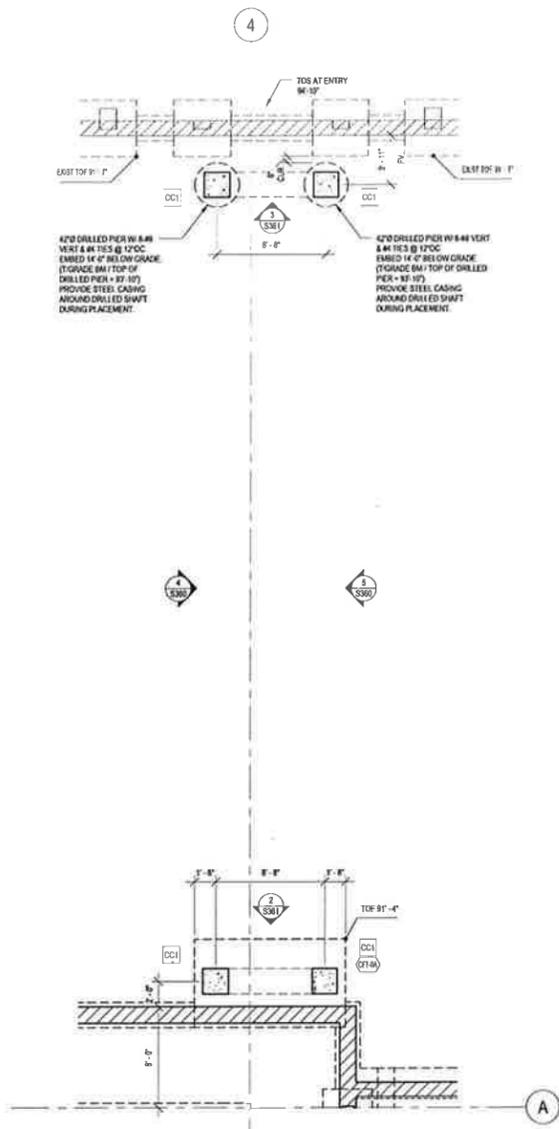
3 SKYWAY ROOF FRAMING PLAN



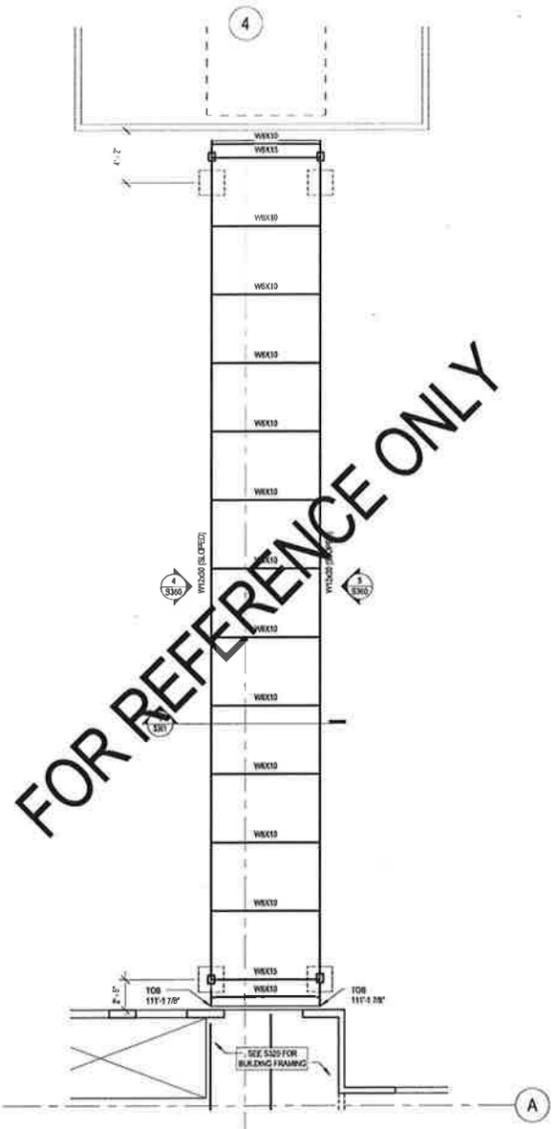
4 ELEVATION



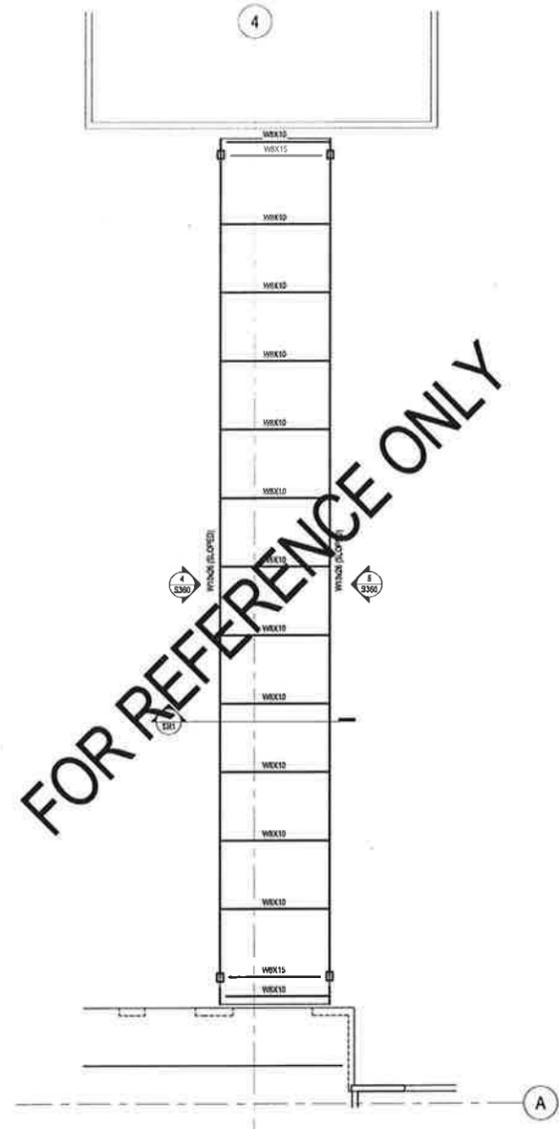
5 ELEVATION



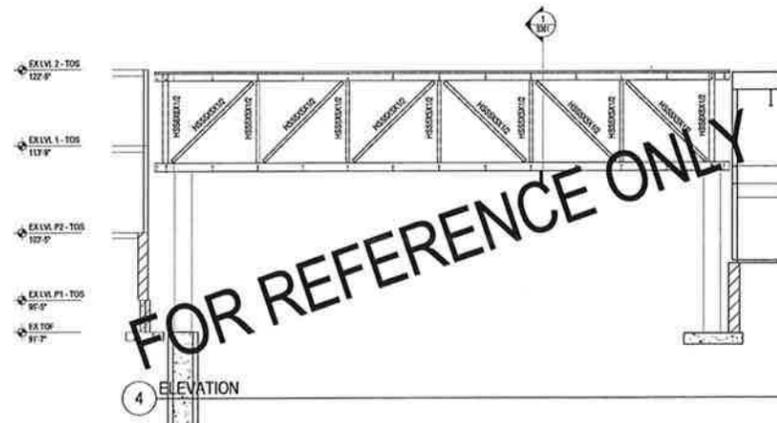
1 SKYWAY FOUNDATION PLAN
UNLESS NOTED OTHERWISE:
1. SEE SHEET S360 FOR PLAN NOTES.



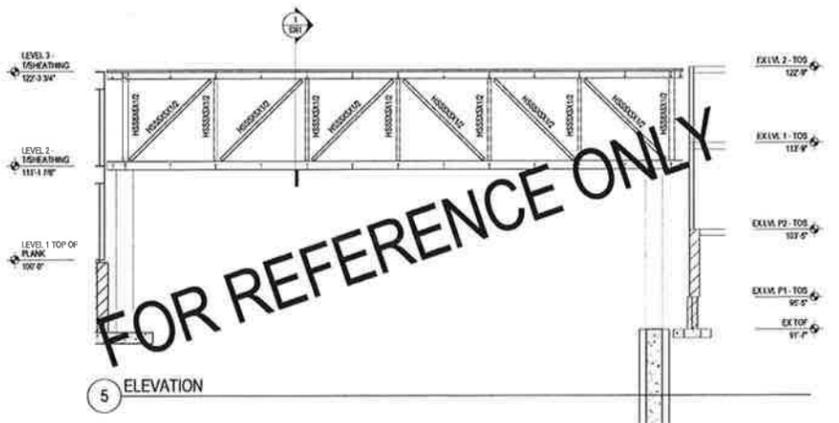
2 SKYWAY LEVEL FRAMING PLAN
UNLESS NOTED OTHERWISE:
1. SEE SHEET S360 FOR STRUCTURAL NOTES, ABBREVIATIONS AND SYMBOLS.
2. SEE SHEET S360 FOR SCHEDULES.
3. TOP OF SLAB ELEVATION = VARIES.
4. 1 1/2" 20GA COMPOSITE DECK W/ 1/2" NORMAL WEIGHT CONCRETE (1" TOTAL THICKNESS) REINFORCE W/ STEEL OR SYNTHETIC MACRO FIBER REINFORCING ACCORDING TO THE SPECIFICATIONS.
5. TYPICAL TOP OF STL. BEAM EL. = VARIES, SEE PLAN.
6. BEAM SIZE: W10x10 (1 3/4") POSITIVE BEAM CAMBER IN INCHES: 1/8" @ 30'-0", 1/4" @ 15'-0". SEE PLAN.
7. PROVIDE 2 #10 WEB STIFFENERS PER STEEL BEAM RUNNING OVER COLUMNS OR WALLS. CENTER ON SUPPORT.
8. RIVETS ON PLAN INDICATES SERVICE LOAD BEAM END REACTIONS. FOR BEAM ENDS NOT NOTED ON PLAN, SEE BEAM REACTION SCHEDULE ON SHEET S...
9. ELEVATIONS GIVEN ON PLAN AS (H) OR (R) ARE ELEVATIONS TO TOP OF STEEL BEAM FROM ELEVATION... IN INCHES.
10. SEE STRUCTURAL NOTES FOR TYPICAL OPENING FRAMING. COORDINATE WITH ARCHITECTURAL AND MECHANICAL DRAWINGS FOR OPENING LOCATION AND SIZE.
11. AT BEARING WALLS LOCATE MECHANICAL OPENINGS MIN. 1'-4" FROM BEAM BEARING LOCATIONS. OPENINGS 12" TO 42" PROVIDE 2 L50 1/2x3/8 LVL IN 8" AND 2 L60x10 IN 12" OML. OPENINGS 42" TO 72" PROVIDE W10x10 W/ 1/4" BOTTOM PLATE. SEE MECHANICAL DRAWINGS FOR OPENING LOCATIONS.
12. DIAPHRAGM SHEAR LOADS SHOWN ON PLAN ARE DUE TO WIND.
13. SEE ARCHITECTURAL DRAWINGS FOR LOCATIONS OF RAMPS, SLAB S.O.P.E.S., STEPPED SLABS AND PARTITION WALLS.
14. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION AND DIMENSIONS.



3 SKYWAY ROOF FRAMING PLAN
UNLESS NOTED OTHERWISE:
1. SEE SHEET S360 FOR STRUCTURAL NOTES, ABBREVIATIONS AND SYMBOLS.
2. SEE SHEET S360 FOR SCHEDULES.
3. 3" - GA. WIDE RB ROOF DECK.
4. TYPICAL TOP STEEL BEAM EL. = ...
5. SEE ... FOR TYPICAL DECK ATTACHMENT TO JOISTS.
6. PROVIDE 2 #10 WEB STIFFENERS PER STEEL BEAM RUNNING OVER COLUMNS OR WALLS. CENTER ON SUPPORT.
7. ELEVATIONS GIVEN ON PLAN AS (H) OR (R) ARE ELEVATIONS TO TOP OF STEEL BEAM FROM ELEVATION... IN INCHES.
8. AT BEARING WALLS LOCATE MECHANICAL OPENINGS MIN. 1'-4" FROM BEAM BEARING LOCATIONS. OPENINGS 12" TO 42" PROVIDE 2 L50 1/2x3/8 LVL IN 8" AND 2 L60x10 IN 12" OML. OPENINGS 42" TO 72" PROVIDE W10x10 W/ 1/4" BOTTOM PLATE. SEE MECHANICAL DRAWINGS FOR OPENING LOCATIONS.
9. DIAPHRAGM SHEAR LOADS SHOWN ON PLAN ARE DUE TO WIND.
10. SEE ... FOR TYPICAL ROOF OPENING FRAMING. COORDINATE WITH ARCHITECTURAL/MECHANICAL DRAWINGS FOR OPENING LOCATION AND SIZE.
11. SEE ARCHITECTURAL DRAWINGS FOR LOCATIONS OF RAMPS, SLAB S.O.P.E.S., STEPPED SLABS AND PARTITION WALLS.
12. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION AND DIMENSIONS.



FOR REFERENCE ONLY



FOR REFERENCE ONLY

KW Koss Wilson Architects
1301 American Blvd E, Suite 100
Bloomington, MN 55425
tel: (612) 879-6000
www.kosswilson.com

CIVIL ENGINEER
BKBM Engineers
5930 Brooklyn Boulevard
Minneapolis, MN 55429
tel: (763) 843-0420

STRUCTURAL ENGINEER
BKBM Engineers
5930 Brooklyn Boulevard
Minneapolis, MN 55429
tel: (763) 843-0420

INTERIORS
Koss Wilson Architects
1301 American Blvd E, Suite 100
Bloomington, MN 55425
tel: (612) 879-6000

KITCHEN DESIGN
Hackenbarg
3650 Annapolis Lane N., Ste. 107
Plymouth, MN 55447
tel: (763) 252-0452

GENERAL CONTRACTOR
Wais Builders, Inc.
7645 Lyndale Avenue S.
Minneapolis, MN 55423
tel: (612) 243-5000

Project: Walker Methodist Plaza Gardens
102 Maroon, Ancker, MN

Owner: Plaza Gardens

Project Number: 1504
Date: 06/15/2015

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT I AM A REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Justin Odes
Justin I. Odes REG. NO. 48733

Date: _____
Revision: _____
Rev. No.: _____

SKYWAY FRAMING PLAN & ELEVATIONS

S360

Project:
Walker Methodist Plaza Gardens
1102 Maroon, Anoka, MN

Owner:
Plaza Gardens

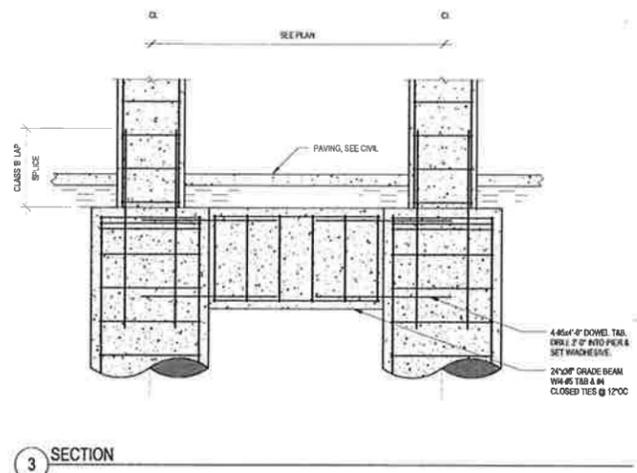
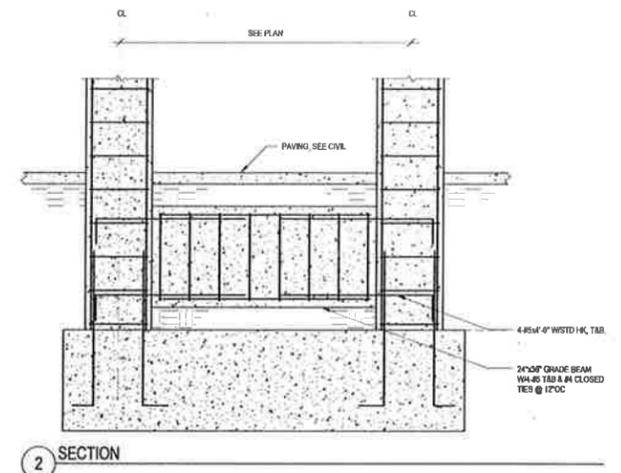
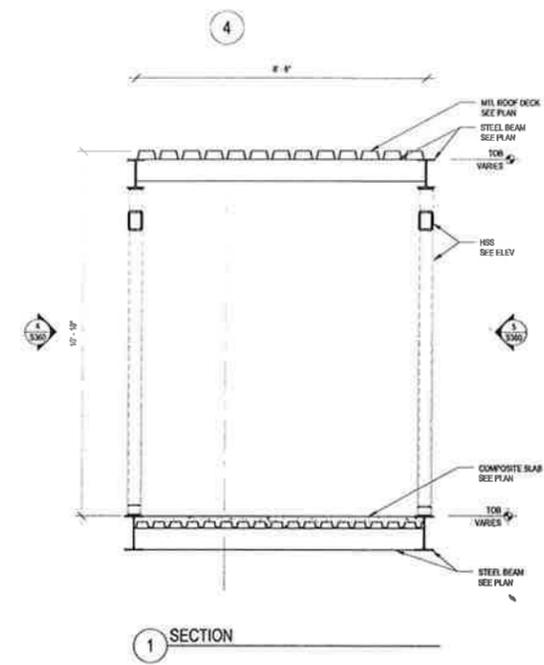
Project Number: 1504
Date: 08/15/2015

NOT FOR CONSTRUCTION

Rev. No.	Date	Revision

SKYWAY DETAILS

S361

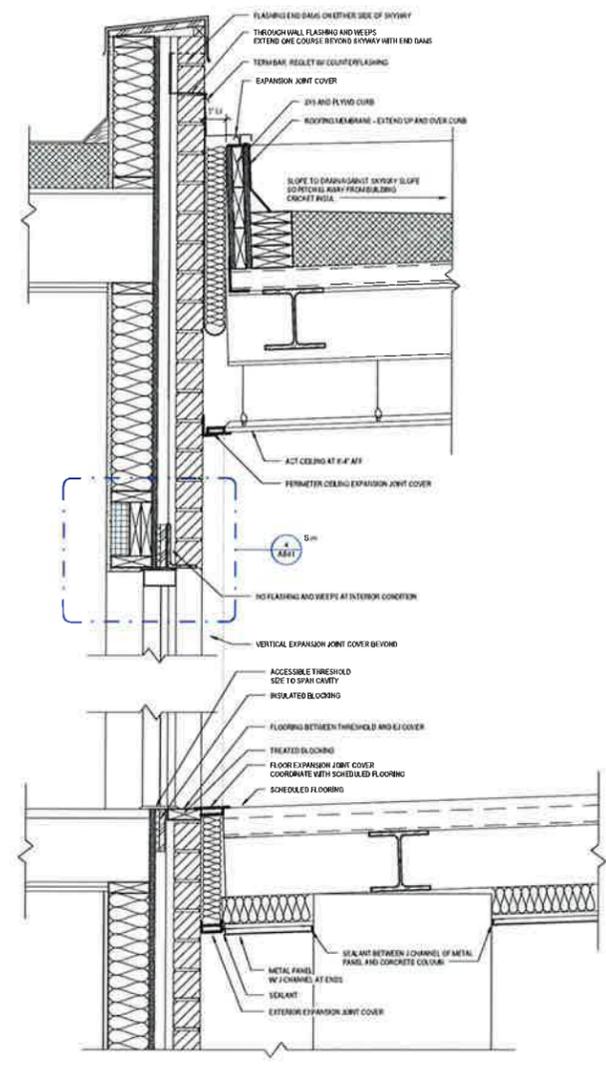


2 SECTION

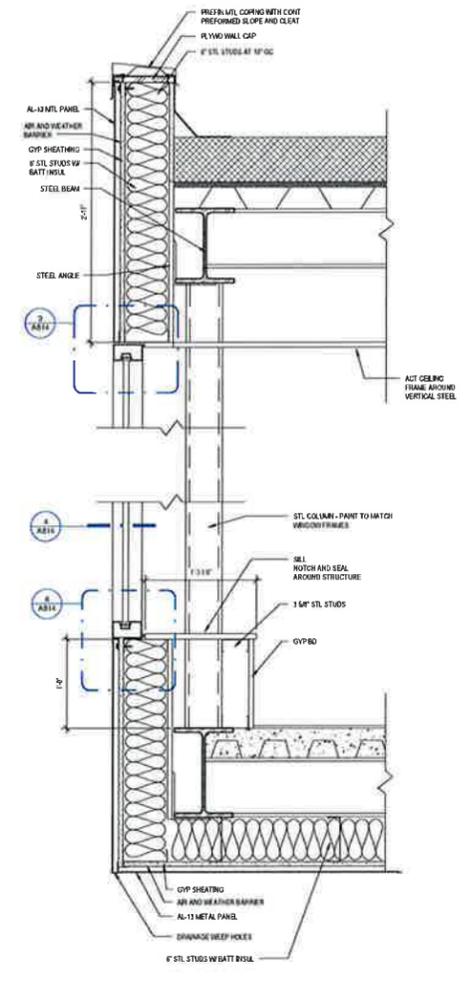
3 SECTION

1 SECTION

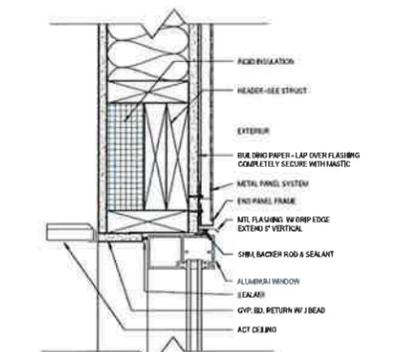
C:\PRVIL\Locat1504 - Walker\A804B_V3.dwg



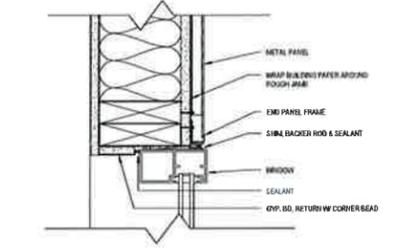
1 Skyway Section at New Building
1 1/2" = 1'-0"



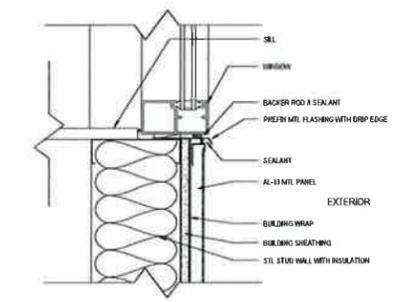
2 Skyway Section
1 1/2" = 1'-0"



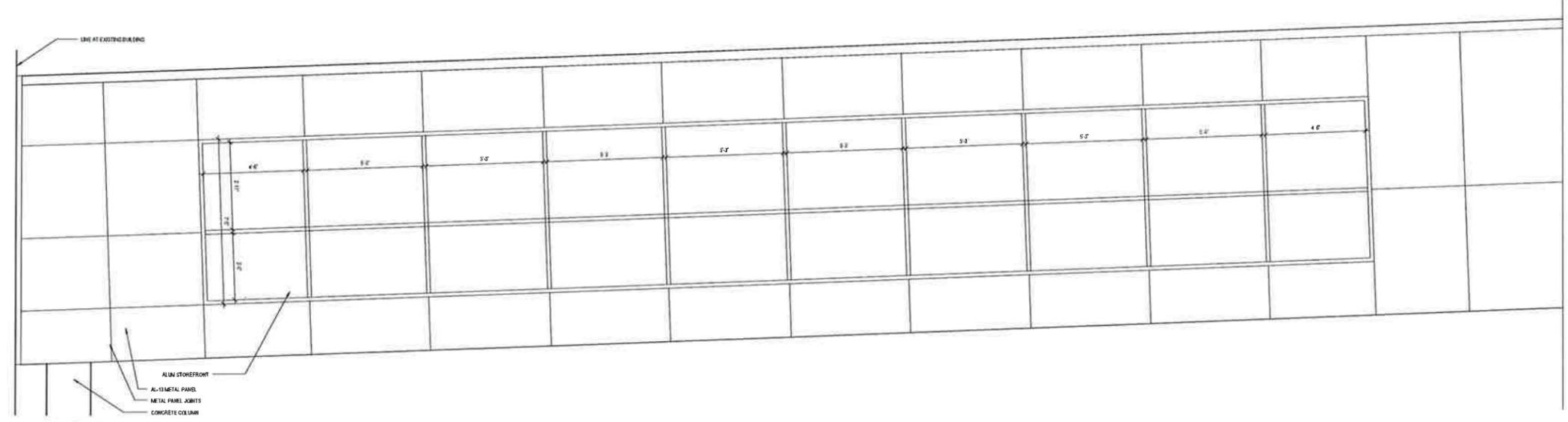
3 Window - Head at Storefront
3" = 1'-0"



4 Window - Jamb at Storefront
3" = 1'-0"



5 Window - Sill at Storefront
3" = 1'-0"



6 Skyway Elevation
1/2" = 1'-0"

Copyright Koss Vilson Architects | © 18/2015 2:23:29 PM



1301 American Blvd E. Suite 100
Bloomington, MN 55425
Tel: (612) 877-6000
www.kvdesign.com

CIVIL ENGINEER
B&B Engineers
5930 Brooklyn Boulevard
Minneapolis, MN 55429
Tel: (763) 843-0420

STRUCTURAL ENGINEER
B&B Engineers
5930 Brooklyn Boulevard
Minneapolis, MN 55429
Tel: (763) 843-0420

INTERIORS
Koss Vilson Architects
1301 American Blvd E. Suite 100
Bloomington, MN 55425
Tel: (612) 877-6000

KITCHEN DESIGN
ProKitchen Inc.
3650 Aveopole Lane N., Ste 107
Flymoor, MN 55447
Tel: (763) 252-0452

GENERAL CONTRACTOR
Wen Builders, Inc.
7645 Lyndale Avenue S
Minneapolis, MN 55423
Tel: (612) 245-5000

Project
Walker Methodist Plaza Gardens
100 Monroe St., Ancker, MN 55309

Owner
Plaza Gardens

Project Number 1504
Date 06/15/2015

NOT FOR CONSTRUCTION

Date

Revision

Rev. No.

Exterior Details
Skyway
As indicated
A814

EXHIBIT E
INSURANCE REQUIREMENTS

Licensee and/or its assigns (hereinafter collectively referred to as "Licensee") shall procure and maintain for the duration of this License Agreement, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the use of the County Property under the License Agreement, by Licensee, its agents, representatives, employees, invitees, guests or subcontractors.

1.1 Commercial General Liability and Umbrella Liability Insurance. Licensee will maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 each occurrence and in a form reasonably acceptable to Licensors.

1.1.1 CGL Insurance covering liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

1.1.2 Licensors, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insured under the CGL and under the commercial umbrella, if any, with respect to liability arising out of Licensee's use of the County Property under the License Agreement, and/or work and services performed for Licensors, if any. This coverage shall be primary to the Additional Insured.

1.1.3 Licensors' insurance will be in excess of Licensee's insurance and will not contribute to it. Licensee's coverage will contain no special limitations on the scope of protection afforded to Licensors, its agents, officers, directors, and employees.

1.1.4 Coverage as required in paragraph in 1.1.1 above will include Per-Location General Aggregate Limit.

1.1.5 Waiver of Subrogation. Licensee waives all rights against Licensors and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability or commercial umbrella liability insurance obtained by Licensee pursuant to Paragraph 1.1.1.

1.2 Other Insurance Provisions.

1.2.1 Prior to performing any work in the County Property under this License Agreement, Licensee will furnish Licensors a certificate of insurance and, if applicable, copies of the endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above as reasonably determined by Licensors.

1.2.2 Licensee shall forward to Licensors any notice of cancellation or material change of any

insurance policy required under this Exhibit C within thirty (30) days of Licensee's receipt of the same.

1.2.3 No Representation of Coverage Adequacy. By requiring insurance herein, Licensor does not represent that coverage and limits will necessarily be adequate to protect the Licensee and such coverage and limits shall not be deemed as a limitation on Licensee's liability under the indemnities granted to Licensor in this License Agreement.

1.2.4 Failure of Licensor to demand such certification or other evidence of full compliance with these insurance requirements or failure of Licensor to identify deficiency from evidence that is provided will not be construed as a waiver of Licensee's obligation to maintain such insurance.

1.2.5 Failure to maintain the required insurance may result in termination of this License Agreement at Licensor's option if such required insurance is not obtained within 10 business days after Licensor's written notice of such failure to Licensee. If Licensee fails to provide evidence of the required insurance within such 10-day period, Licensor may elect by written notice to Licensee to terminate this License Agreement, provided such termination will be null and void if evidence of the required insurance is provided within 15 days of Licensee's receipt of Licensor's written notice of termination.

1.2.6 Licensee will provide certificates of insurance and, if applicable, copies of endorsements, evidencing all insurance policies required herein within 10 days if requested in writing by Licensor. In addition, in the event of litigation as it relates to this License Agreement, Licensee will provide copies of all insurance policies required herein within 10 business days of Licensor's written request.

1.2.7 Cross-Liability coverage. If Licensee's liability does not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

1.2.8 If any policy is written on a claims-made basis, Licensee warrants that any retroactive date applicable to coverage under such policy precedes the effective date of this License Agreement; and that continuous coverage will be maintained or extended discovery for a period of 2 years beginning from the time that work under this License Agreement is completed.

1.2.9 Acceptability of insurer(s), Licensor reserves the right to reject any insurance carriers that are rated less than A.M. Best rating of A: IV.

EXHIBIT C

INSURANCE REQUIREMENTS

1. Workers' Compensation Insurance. The Licensees shall ensure that all their employees are covered by Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota. Coverage shall include Employer's Liability with minimum limits as follows:
 - \$500,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$500,000 – Bodily Injury by Accident

2. Property Insurance. The Licensees shall procure and maintain special form (“all risk”) property insurance, in an amount not less than one hundred percent (100%) of the replacement cost of the skyway.

3. Commercial General Liability Insurance. The Licensees shall procure and maintain Commercial General Liability (CGL) insurance protecting them from claims for damages for bodily injury and property damage which may arise from operations under this Agreement or the Skyway Agreement. Insurance minimum limits are as follows:
 - \$2,000,000 – per occurrence
 - \$2,000,000 – annual aggregate
 - \$2,000,000 – annual aggregate – Products/Completed Operations

4. The following coverages shall be included:
 - Premises and Operations Bodily Injury and Property Damage
 - Personal and Advertising Injury
 - Blanket Contractual Liability
 - Products and Completed Operations Liability

5. The City must be named as an Additional Insured on the Licensees' CGL insurance.

6. Additional Insurance Requirements:
 - The Licensees' policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of this Agreement or the Skyway Agreement.
 - The Licensees' policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days advanced written notice to the City.
 - An Umbrella or Excess Liability insurance policy may be used to supplement the Licensees' policy limits on a follow-form basis to satisfy the full policy limits required by this Agreement.
 - The Licensees are required to submit a Certificates of Insurance acceptable to the City as evidence of the required insurance coverage requirements.

COUNCIL MEMO FORM

9.4

Meeting Date	August 3, 2015
Agenda Section	Ordinances & Resolutions
Item Description	ORD/Amending Chpt 48, Article IV; Condition of Premises. (1st reading)
Submitted By	Jon Sevald, Senior Planner

BACKGROUND INFORMATION

This item (48-101(a8)) was discussed at the July 29, 2015 City Council Worksession. The intent is to allow Carports for the storage of vehicles if the carport is attached to a house or garage. If the carport includes a side (i.e. side wall), then the material shall be constructed of materials that are similar to or consistent with the house or garage that the carport is attached to. In other words, if the building is brick, the carport side wall is not required to be brick but must be of a complementary material (e.g. not a tarp).

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

Hold the first reading of the ordinance amending Chpt 48, Article IV, Condition of Premises.



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

**CITY OF ANOKA, MINNESOTA
ORDINANCE**

ORD-2015-XXXX

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, to amend Chapter 48, Article IV, Condition of Premises, is hereby adopted, by an affirmative vote of a majority of the Anoka City Councilmembers present, to read as Exhibit A, hereto attached with stricken text deleted and indicated new text inserted into existing code:

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

ATTEST:

Phil Rice, Mayor

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

Amy T. Oehlers, City Clerk

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

ARTICLE IV Condition of Premises

Section 48-100. Causes of Blight or Blighting Factors.

(a) It is hereby determined that the uses, structures and activities and abuses of blight or blighting factors described in this article, if allowed to exist, will tend to result in blighted and undesirable neighborhoods so as to be harmful to the public welfare, health and safety. No person shall maintain or permit to be maintained any of these causes of blight or blighting factors upon any property in the city owned, leased, rented or occupied by such person.

(1) In any area, the storage or accumulation of junk motor vehicles, trash, junk, rubbish, or refuse of any kind; is prohibited.

For the purpose of this section, the term "junk" shall include parts of machinery or parts of motor vehicles; unused stoves or other appliances stored in the open; remnants of wood; decayed, weathered, or broken construction materials no longer suitable for safe, approved building materials; metal or any other material or cast off material of any kind whether or not the same could be put to any reasonable use.

For the purpose of this section, the term "junk motor vehicle" shall include any automobile, snowmobile, truck, motorcycle, or any motor vehicle as defined in Minnesota Statute 169.01, Subdivision 3, part of a motor vehicle or former motor vehicle stored in the open which is (1) unusable or inoperable because of lack of or defects in component parts; (2) unusable or inoperable because of damage from collision, deterioration, or having been cannibalized; (3) beyond repair, and, therefore, not intended for future use as a motor vehicle; or (4) being retained on the property for possible use of salvageable parts; or (5) is not properly and currently licensed within the State of Minnesota..

(2) In any area the existence of any structure or part of any structure which because of fire, wind, or other natural disaster, or physical deterioration is no longer habitable as a dwelling, nor useful for any other purpose for which it may have been intended.

(3) In any area, the existence of any vacant dwelling, garage or other out-building, unless such buildings are kept securely locked, windows kept glazed or neatly boarded up and otherwise protected to prevent entrance thereto by vandals.

(4) In any area the existence of any noxious or poisonous vegetation such as poison ivy, ragweed or other poisonous plants, or any weeds, grass, brush or plants, which are a fire hazard or otherwise detrimental to the health or appearance of the neighborhood.

Section 48-101. Outdoor Storage.

(a) In any area zoned as a residential district (R-1, R-2, R-3, R-4, R-5) or in any other zone on a lot which is occupied by a dwelling unit all personal property shall be stored within a building, or within a rear yard, shall be screened with vegetation or a fence to serve as a buffer between adjoining properties and public streets.

- (1) For the purpose of this section, the term "outdoor storage" shall include, but not be limited to the following items; toys, bikes, bike/skate ramps, canoes, paddleboats, fishing boats, truck toppers, snowmobiles, fish houses, lawnmowers, snow blowers, lawn/garden equipment, hunting blinds/stands, 4-wheelers and ATV's.
- (2) Items stored within the rear yard shall be stored at a minimum of five (5) feet from the property line.
- (3) Outdoor storage of the following items shall be limited to two (2) in number and such items shall not be stored in the same location for a period of more than one (1) year; canoes, paddleboats, fishing boats, truck toppers, snowmobiles, fish houses, lawnmowers, snow blowers, hunting blinds/stands, 4-wheelers and ATV's.
- (4) Outdoor storage shall be permitted in the front and side yards during times of use, not to exceed a period of 48 hours.
- (5) The following items are exempt from the foregoing outdoor storage prohibitions;
 - a. clothesline poles and lines
 - b. patio furniture
 - c. barbecue grills
 - d. permanent recreational equipment
 - e. ornamental yard enhancements (landscaping, light poles, trellises, benches designed for exterior use and other permanent improvements designed to enhance the appearance of the yard),
 - f. trampolines
 - g. construction and landscaping material, which shall be consumed or used on the property within thirty (30) days of initial storage and kept in a neat, workman like pile, stacked a minimum of four (4) inches above ground surface.
- (6) Stacked firewood is permitted in the side or rear yard a minimum for five (5) feet from the property line, stacked a minimum of four (4) inches above ground surface, and the stack shall be no higher than six (6) feet.
- ~~(7) All stored motor vehicles and recreational equipment shall be currently licensed as required by Minnesota state statutes.~~
- ~~(8) Carports must be attached to the dwelling or garage, must have two or more sides constructed of materials that are similar to the dwelling, and shall be used only for the storage of motor vehicles. Carports must be attached to the dwelling or garage. If the carport consists of one or more sides (excluding the common wall of the carport and house or garage), each side shall be constructed of materials that are similar or complementary to the building that the carport is attached to (fabric or tarp-like material is not permitted). The carport shall be used only for stored vehicles.~~

Section 48-102. Notice to Remove Violations, Effect of Failure to Comply with Notice.

- (a) The owner and occupant of any property upon which any of the causes of blight or

blighted factors set forth in this Chapter is found to exist shall be notified in accordance with Chapter 1, Article II. Failure to comply with such notification shall be processed according to Chapter 1, Article II.

Section 48-103. Removal of Weeds, etc., by City.

- (a) In case of failure to remove any blight as defined in this Chapter, within the time prescribed, the City Manager may order the appropriate employee(s) to cut down and remove or otherwise destroy all such noxious, inflammable or detrimental vegetation; and in case of failure to remove junk, trash, rubbish or refuse as defined in this Chapter, the City Manager may order the appropriate employee(s) to remove and dispose of such junk, trash, rubbish or refuse; and in each of the foregoing instances the cost of the work shall be certified to the City Assessor, who shall certify such cost to the County Auditor as a special assessment against the property involved for collection in the same manner as other special assessments. As an additional or alternative remedy, the owners of any interest in the land and the occupant shall be jointly and severally liable for such costs and the costs shall be recoverable in any action brought against any of them in the name of the City.

Section 48-104. Violations and Penalties.

Any person violating any provision of this Article is guilty of a misdemeanor and upon conviction shall be subject to the penalties set forth in the Minnesota Statutes.

COUNCIL MEMO FORM

9.5

Meeting Date	August 3, 2015
Agenda Section	Ordinances & Resolutions
Item Description	RES/Amendment to the Joint Powers Agreement with the City of Ramsey; Sewer/Water Services for 6050 and 058 Highway 10
Submitted By	Greg Lee, Public Services Director

BACKGROUND INFORMATION

On February 2, 2015 the City Council adopted a resolution approving a Joint Powers Agreement with the City of Ramsey for the construction and maintenance of utilities to serve 6050 and 6058 Highway 10.

There were several options reviewed to serve 6050 and 6058 Highway 10 with utilities. The most cost effective option was to extend utilities as part of the Ridgepoint project. This is a seven lot, single family residential project that extends utilities that currently terminate at the east end of Rivlyn Avenue. The following are the options that were considered:

Option 1 – Service provided by the City of Ramsey - Ridgepoint: \$40,000

This option would include extension of sewer and water from the new cul-de-sac that is proposed with a new development known as Ridgepoint that is currently under consideration and includes an extension of Rivlyn Avenue. This proposed development will bring services within 200 feet of the Anoka municipal boundary.

Option 2 – Service provided by the City of Ramsey – Frontage Road: \$350,000

This option would include extension of sewer from a manhole on Tungsten Street and water from a main that serves Lano Equipment. This option cannot be exercised until such time as additional right-of-way is acquired and a frontage road is constructed.

Option 3 – Service provided by Anoka from north of Highway 10: \$375,000

This option would include the extension of sewer starting from the manhole that is just northwest of the Anoka Technical College and extension of the watermain that is directly north of the Woodlyn Property on the north side of highway 10.

Option 4 – Service provided by Anoka from Cutters Grove Avenue: \$550,000

This option would include providing sewer service via a lift station and forcemain that would parallel highway 10 on the south side and discharge to the system at Cutters Grove Avenue. The water service would parallel the forcemain.

DISCUSSION

The developer of the Ridgepoint, Village Bank, acquired this property as part of a foreclosure. The financial benefit of developing this property was always a concern given its small size.

In recent months, soils borings have indicated poor soils which will require additional soils corrections to extend the utilities and create building pads. Also, the public improvements bids received to extend the utilities and build the roadway were approximately 15% more than the engineers estimate.

These two factors, along with other factors, have made this project financially infeasible. As a result, the developer is asking the City of Anoka to revisit the Joint Powers Agreement and consider not only paying for the utility services for 6050 and 6058 Highway 10, but also financially contributing to the trunk utility systems that the services for these properties would connect to.

Based on discussions with the developer and the City of Ramsey Staff, it was determined that if the City of Anoka contributed a total of \$130,000 to fund a portion of the trunk system and all of the costs associated with the services to 6050 and 6058 Highway 10 including, engineering and administration costs, this project could proceed later this year. Staff believes this amount is reasonable and recommends that the Joint Powers Agreement be amended to include language that the City of Anoka's contribution to this project shall not exceed \$130,000. Attached is a draft amended Joint Powers Agreement with the revisions underlined and shown in red.

COUNCIL ACTION REQUESTED

It is recommended that the City Council adopt a resolution amending the Joint Powers Agreement with the City of Ramsey for the construction and maintenance of utilities to serve 6050 and 6058 Highway 10.



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2015-XX

RESOLUTION AMENDING THE JOINT POWERS AGREEMENT WITH THE CITY OF RAMSEY FOR THE CONSTRUCTION & MAINTENANCE OF WATER AND SEWER UTILITIES TO SERVE 6050 AND 6058 TRUNK HIGHWAY 10

WHEREAS, on February 2, 2015, the City Council adopted a resolution approving a Joint Powers Agreement with the City of Ramsey for the construction and maintenance of utilities to serve 6050 and 6058 Highway 10 (PIN #35-32-31-0004 and 35-32-25-31-0001); and

WHEREAS, in recent months various factors have made this project financially infeasible; and

WHEREAS, the developer of Ridgepoint is asking the City of Anoka to revisit the Joint Powers Agreement and consider financially contributing to the trunk utility systems that the services for 6050 and 6058 Highway 10 would connect to; and

WHEREAS, based on discussions with the developer and City of Ramsey staff, it was determined that a financial contribution by the City of Anoka in an amount not to exceed \$130,000 to fund a portion of the trunk system and all of the costs associated with the services to 6050 and 6058 Highway 10 would allow this project to proceed this year; and

WHEREAS, staff believes this amount is reasonable and recommends that the Joint Powers Agreement be amended to include language that the City of Anoka's contribution to this project shall not exceed \$130,000.

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

1. The amended Joint Powers Agreement with the City of Ramsey for the construction and maintenance of water and sewer utilities to serve 6050 and 6058 Trunk Highway 10 is hereby approved.
2. The City of Anoka continues to concur that the City of Ramsey will not be responsible for any administrative or legal fees required to record the Joint Powers Agreement.
3. The City of Anoka continues to concur that the City of Ramsey will not be responsible for costs required to upsize the City of Anoka owned and maintained utility extensions, or to provide additional utilities to serve 6050 and 6058 Trunk Highway 10 within the City of Anoka in perpetuity.

4. The City of Anoka continues to concur that the City of Ramsey will not be responsible for any costs required to remove the City of Anoka owned and maintained utility extensions in perpetuity.

5. The Mayor and City Clerk are hereby authorized to execute said amended Joint Powers Agreement with the City of Ramsey.

Adopted by the Anoka City Council this the 3rd day of August 2015.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

**A JOINT POWERS AGREEMENT BY AND BETWEEN THE
CITIES OF ANOKA AND RAMSEY
FOR THE CONSTRUCTION AND MAINTENANCE OF
CERTAIN PUBLIC UTILITIES WITHIN THE
CITY OF ANOKA AND THE CITY OF RAMSEY**

This Agreement made and entered into this the 9th day of December, 2014, by and between the City of Anoka, a municipal corporation (hereinafter referred to as "Anoka") and the City of Ramsey, a municipal corporation (hereinafter referred to as "Ramsey").

WITNESSETH:

WHEREAS, Anoka and Ramsey share a common border; and

WHEREAS, there are two parcels within the City of Anoka limits currently not served by municipal sewer or water service; and

WHEREAS, said parcels are commonly known as 6058 Highway 10 (PIN #35-32-25-31-0001), a 0.43 acre parcel, and 6050 Highway 10 (PIN #35-32-25-31-0004), a 3.85 acre parcel; and

WHEREAS, Ramsey has a proposed subdivision ("Ridgepoint") whereby the public utilities located within the Rivlyn Avenue right-of-way would be extended to the east near the common municipal border as more fully illustrated in the attached Exhibit A; and

WHEREAS, an engineering analysis indicates that the most efficient and cost-effective way to provide parcels PIN #35-32-25-31-0001 and PIN #35-32-25-31-0004 in Anoka with municipal utilities is by extending water and sanitary sewer services from the Ridgepoint to these parcels in Anoka; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes political subdivisions of the State to enter into joint power agreements for the joint exercise of powers common to each.

NOW, THEREFORE, it is mutually stipulated and agreed:

- 1 Purpose: As part of the public improvement process associated with the Ridgepoint, Ramsey will allow for the extension of water and sanitary sewer services into that parcel located in the City of Anoka, identified as PIN #35-32-25-31-0004, as more fully illustrated in the attached Exhibit A.
- 2 Services: The services contemplated by this Agreement shall include an 8 inch diameter ductile iron pipe as the water service, with a hydrant connection and hydrant at the end, and a 4 inch ductile iron pipe (force main) to serve as a sanitary sewer service.

3. Cost: The City of Anoka shall ~~contribute funds pay for all costs~~ to extend the sanitary sewer ~~foremain from the easternmost manhole to the end of the pipe~~, and the watermain ~~from the easternmost valve to the end of the pipe and the hydrant on to serve~~ parcel PIN#35-32-25-31-0004, including, but not limited to engineering, inspection, testing, and administrative costs. Total fund contribution from the City of Anoka shall not exceed \$130,000.
4. Sewer and Water Charges: Upon connection to the water system constructed under this Agreement, and upon the development of parcel PIN#35-32-25-31-0004, the City of Ramsey shall install or require the developer of parcel 35-32-25-31-0004 to install a water meters to monitor water services provided to said property. The owner(s) of said property within Anoka will be billed by the City of Ramsey for sewer and water services based upon methods and policies establishes for similar parcels within the Ramsey city limits and in accordance with rates established by the City of Ramsey. The City of Anoka will notify the City of Ramsey at such time as any new connection is made to the system.
5. Facility Maintenance and Operation: The City of Anoka shall retain ownership of and shall maintain the utility services for parcel PIN #35-32-25-31-0004 in Anoka. Maintenance work performed by the City of Anoka within the Ramsey City limits will require the City of Anoka to receive authorization from the City of Ramsey. The services will be defined as the point of connection to the Ramsey municipal systems to the common municipal border. The point of connection for the water service will be the last, easterly most gate valve on Rivlyn Avenue. The sanitary sewer service connection will be the point where the service connects to the last, easterly most, sanitary sewer manhole on Rivlyn Avenue.
6. Inspection: The City of Anoka grants the City of Ramsey the right to install and periodically monitor the sewage flow in the sewer manhole located at the Rivlyn Avenue right-of-way to evaluate any infiltration or inflow that may be introduced into the sewage line.
7. Indemnification: Each party hereto agrees to indemnify, defend and hold harmless the other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of its respective officers, agents, or employees relating to activities conducted under this Agreement.
8. Contingency: This Agreement is contingent upon the extension of the Ramsey utility services identified herein to the points illustrated in attached Exhibit A.
9. Termination: This agreement shall continue until rescinded by joint resolution of Ramsey and Anoka.
10. Entire Agreement/Requirement of a Writing: It is understood and agreed that the entire agreement of the parties is contained herein and this Agreement supersedes all

Agreements and all negotiations between the parties relating to the subject matter thereof as well as any previous Agreement presently in effect between the parties relating to the subject matter thereof. Any alterations, variations, or modifications of the provisions of the Agreement shall be valid only when they have been reduced to writing and duly signed by the parties therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

CITY OF ANOKA

CITY OF RAMSEY

Phil Rice, Mayor

Sarah Strommen, Mayor

Tim Cruikshank, City Manager

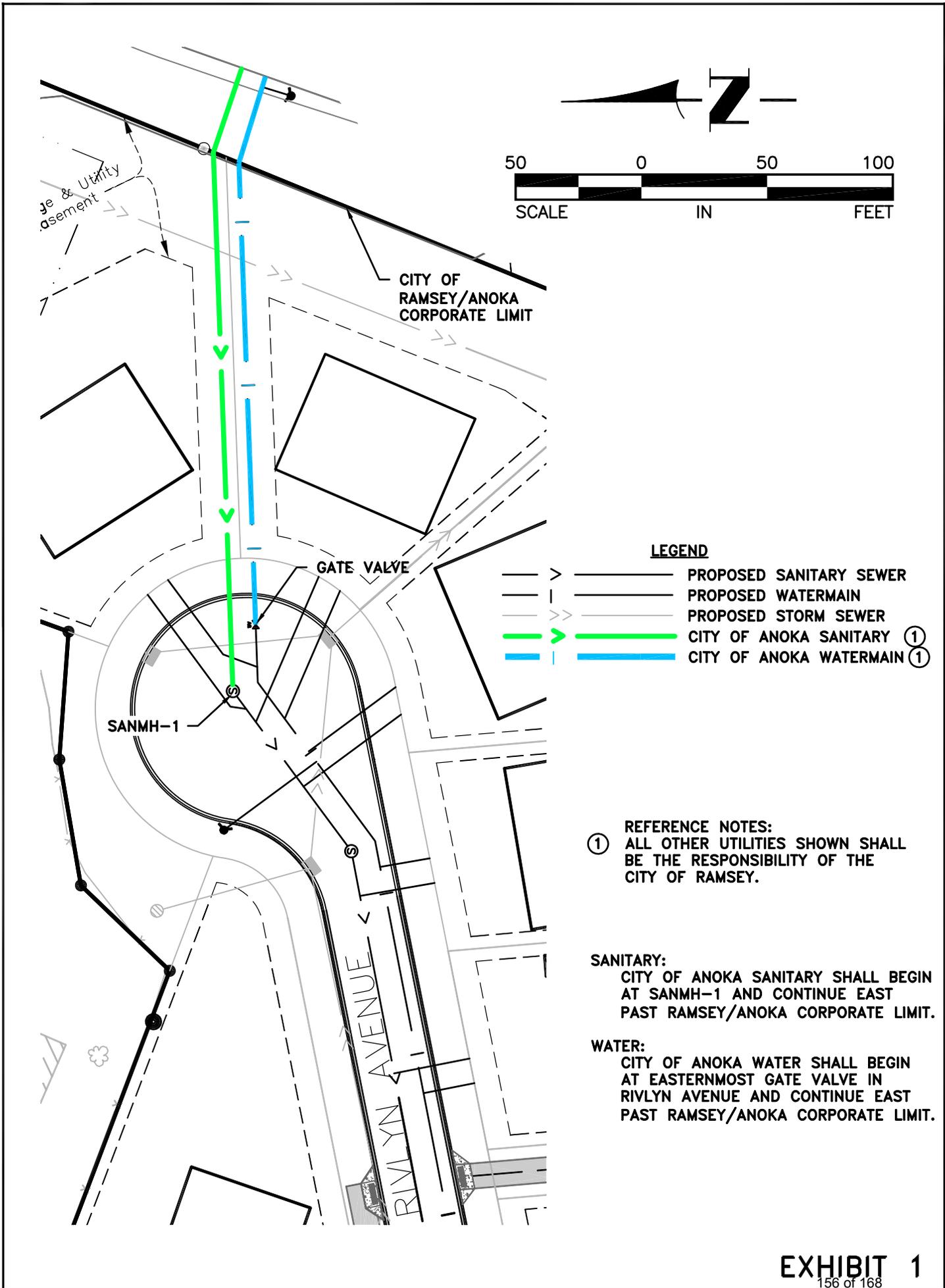
Kurt Ulrich, City Administrator

Approved as to Form

Approved as to Form

Scott C. Baumgartner, City Attorney

Joseph J. Langel, City Attorney



ge & Utility
assessment



CITY OF
RAMSEY/ANOKA
CORPORATE LIMIT

GATE VALVE

SANMH-1

RIVLYN AVENUE

LEGEND

- > — PROPOSED SANITARY SEWER
- | — PROPOSED WATERMAIN
- - - > - - - PROPOSED STORM SEWER
- > — CITY OF ANOKA SANITARY ①
- | — CITY OF ANOKA WATERMAIN ①

① REFERENCE NOTES:
ALL OTHER UTILITIES SHOWN SHALL
BE THE RESPONSIBILITY OF THE
CITY OF RAMSEY.

SANITARY:
CITY OF ANOKA SANITARY SHALL BEGIN
AT SANMH-1 AND CONTINUE EAST
PAST RAMSEY/ANOKA CORPORATE LIMIT.

WATER:
CITY OF ANOKA WATER SHALL BEGIN
AT EASTERMOST GATE VALVE IN
RIVLYN AVENUE AND CONTINUE EAST
PAST RAMSEY/ANOKA CORPORATE LIMIT.

COUNCIL MEMO FORM

12.1

Meeting Date	August 3, 2015
Agenda Section	Updates & Reports
Item Description	Tentative Agendas
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

Attached are the tentative agenda(s) for future meeting(s).

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

Request Council review and discuss upcoming agenda(s).



CITY COUNCIL WORKSESSION

Monday, August 10, 2015 - 5:00 p.m.

City Dock (weather permitting)

Purpose: City Council Governmental Budget Review



CITY COUNCIL WORKSESSION
Monday, August 17, 2015 - 5:00 p.m.
Council Worksession Rm

Purpose: City Council Proprietary Budget Review



City Council - Regular Meeting

Monday, August 17, 2015 - 7:00 p.m.

Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**

3. **COUNCIL MINUTES**
 - 3.1 August 3, 2015 Regular Mtg.

4. **OPEN FORUM** **The open forum is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and address for the record. Rules of Conduct as listed in the public folder provided at the entrance of the Council Chambers must be adhered to.*

5. **PUBLIC HEARING(S)**

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

7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
 - 7.1 Planning Items.
 - 7.1.A ORD/Amending Chpt 74, Article IX, Establishing Division 5, Traffic Analysis. (2nd Reading)
 - 7.1.B RES/Alternative Materials; West Main Dairy Queen.

8. **PETITIONS, REQUESTS & COMMUNICATION**

9. **ORDINANCES & RESOLUTIONS**
 - 9.1 ORD/ Amending Chpt 66, Article III; Solid Waste Collection & Disposal. (2nd reading)
RES/Summary Ordinance Amending Chpt 66, Article III, Division 1 & 2.
 - 9.2 ORD/Approving an Electric Franchise Agreement with Connexus Energy. (2nd reading)
 - 9.3 ORD/Recommencing the Electric Franchise Fee. (2nd reading)
 - 9.4 ORD/Recommencement of Centerpoint Energy Franchise Fee. (1st reading)
 - 9.5 ORD/Amending Chpt 48; Article IV; Condition of Premises. (2nd reading)
RES/Summary Ordinance Amending Chpt 48, Article IV; Condition of Premises.

10. **UNFINISHED BUSINESS**

11. NEW BUSINESS

11.1 Approval of 2015-2016 Union Contract; Police Sergeants.

12. UPDATES & REPORTS

12.1 Tentative Agendas.

ADJOURNMENT



CITY COUNCIL WORKSESSION
Monday, August 24, 2015 - 5:00 p.m.
Council Worksession Rm

Purpose: Budget Review



City Council - Regular Meeting
Tuesday, September 8, 2015 - 7:00 p.m.
Council Chambers
(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 August 17, 2015 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 Proclamation; Constitution Week, September 17-23.
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.
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**
 - 9.1 ORD/Recommencement of Centerpoint Energy Franchise Fee. (2nd reading)
 - 9.2 RES/Purchase of Connexus Tower Site.
 - 9.3 RES/Adopting 2016 Proposed Budget & Preliminary 2015 Tax Levy.
 - 9.4 RES/Consenting to the HRA adopting a 2015 Tax Levy Collectible in 2016.
10. **UNFINISHED BUSINESS**

11. NEW BUSINESS

12. UPDATES & REPORTS

12.1 Tentative Agendas.

ADJOURNMENT



**JOINT CITY COUNCIL MEETING
CITY OF ANOKA & CITY OF CHAMPLIN
Tuesday, September 15, 2015**

**~~Location: Green Haven Golf Course & Event Center
2800 Greenhaven Road, Anoka~~**

**5:30 p.m. Social Hour
6:00 p.m. Dinner
6:30 p.m. Meeting**

MEETING AGENDA

- 1. CALL TO ORDER**
- 2. INTRODUCTIONS**
- 3. DISCUSSION & UPDATES**
 - 1.**
- 4. OTHER ITEMS/COUNCILMEMBERS COMMENTS**
- 5. ADJOURN**



City Council - Regular Meeting
Monday, September 21, 2015 - 7:00 p.m.
Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 September 8, 2015 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 Congressman Tom Emmer
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 *****, Relating to Driveway Setback Variances. (1st reading)
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**
 - 9.1 ORD/Amending 2015 Master Fee Schedule; Establishing Fee for Driveway Setback Variances. (1st reading)
10. **UNFINISHED BUSINESS**

11. NEW BUSINESS

12. UPDATES & REPORTS

12.1 Tentative Agendas.

ADJOURNMENT



City Council - Worksession
Monday, September 28, 2015 - 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
4. ADJOURNMENT