



City Council - Regular Meeting

Monday, February 2, 2015 - 7:00 p.m.

Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 Minutes of January 20, 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 Senator Branden Petersen.
5. **PUBLIC HEARING(S)**
6. **CONSENT AGENDA**
 - 6.1 Verified Bills.
 - 6.2 Revising & Setting Council Calendars.
 - 6.3 Acceptance of Resignation from Parks & Recreation Board; Mark Biers.
 - 6.4 Issuance of a Massage Therapist License; Sherry Winstead-Swendra @ Conchita Bodyworkz.
7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**
 - 9.1 ORD/Approval of Purchase Agreement; Hearth Development. (2nd Reading)
 - 9.2 RES/2015 SRP; Slab Town - Approve Plans & Specifications, Authorize Advertisement for Bids, Set a Bid Date.
 - 9.3 ORD/Second Amendment to Purchase Agreement with Landmark of Anoka. (2nd reading)
 - 9.4 RES/Approving a Development Agreement with The Ryland Group.
 - 9.5 RES/Approving a Joint Powers Agreement with the City of Ramsey; Sewer/Water Services.
 - 9.6 RES/Approving a Purchase Agreement; 514 Pierce St..
10. **UNFINISHED BUSINESS**

11. **NEW BUSINESS**

11.1 Consideration of Intent to Renew Connectivity Services Agreement with Anoka County.

12. **UPDATES & REPORTS**

12.1 Tentative Agendas.

ADJOURNMENT

COUNCIL MEMO FORM

3.1

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| Meeting Date | February 2, 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.

**REGULAR MEETING OF THE ANOKA CITY COUNCIL
ANOKA CITY HALL
CITY COUNCIL CHAMBERS
JANUARY 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; Director of Public Services/City Engineer Greg Lee; Associate Planner Crystal Paumen; Finance Director Lori Yager; and Economic Development Manager Erik Thorvig.

Absent at roll call: None.

3. COUNCIL MINUTES

3.1 Minutes of January 5, 2015, Regular Meeting.

Councilmember Schmidt requested a minor amendment on Page 3, last paragraph:

Councilmember Schmidt said we have held our assessment charges per lot for five years and suggested we may be asking the **non-benefitting property owners** residents to pay a little too much for these projects.

Motion by Councilmember Schmidt, seconded by Councilmember Anderson, to waive the reading and approve the January 5, 2015 Regular Meeting as amended.

Vote taken. All ayes. Motion carried.

4. OPEN FORUM

None.

5. PUBLIC HEARING(S)

5.1 Issuance of an On-Sale, Sunday and Special 2 a.m. Intoxicating Liquor License for Misfits Saloon, LLC, 821 E. River Road.

RES/Issuance of an On-Sale, Sunday and Special 2 a.m. Intoxicating Liquor License for Misfits Saloon, LLC, 821 E. River Road.

RESOLUTION

City Manager Tim Cruikshank shared a staff report with background information to the Council stating M2J LLC (dba; Coyote Sands) previously held these same licenses at 821 E River Rd. On January 8, 2015 the City was notified by the Minnesota Department of Revenue that M2J LLC would not be eligible for a liquor license due to the fact that they are on the Tax Delinquency List, nor would a transfer of the license be permitted. M2J LLC did not renew their license for 2015 and the City was notified that the business was selling to Misfits Saloon LLC.

Jessica Voss of Andover, MN submitted an application on behalf of Misfits Saloon, LLC for an On-Sale Intoxicating Liquor, Sunday Liquor & 2 a.m. License to operate at 821 E River Rd. In reviewing the application Ms. Voss submitted, staff verified that the owners/partners/officers of M2J LLC are not associated with Misfits Saloon LLC. The only individuals listed in the current application that are associated as partner/officers of Misfits Saloon, LLC are: Jessica Voss and Bernard Voss.

Mr. Cruikshank shared that 821 East River Rd has a Conditional Use Permit which contains conditions that the property must adhere to including screening from adjacent residential properties, limiting any outdoor activities to the hours of 7am – 10pm and many other conditions to lessen the impact on the adjacent residential properties. The liquor license would be effective only for the interior of the structure. No alcohol would be allowed to be sold or consumed outside of the building. Issuance of a liquor license is under the sole discretion of the City Council, per our City Code. The effectiveness of all City licenses remains only if the property adheres to all City and State regulations and laws. Staff has conducted the necessary background investigations and inspections and no concerns or objections were expressed.

Councilmember Anderson confirmed the name of the establishment will be Misfits Saloon. Mr. Cruikshank replied that was correct.

Mayor Rice opened the public hearing at 7:07 p.m.

Bernard Voss shared the proposed menu and hours of operation, including that they will be open for breakfast.

Mayor Rice thanked Mr. Voss for attending. Mr. Voss clarified they have not purchased the building but will be leasing only.

As no one else wished to appear, Mayor Rice closed the public hearing at 7:09 p.m.

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

Motion by Councilmember Anderson, seconded by Councilmember Weaver, to adopt a resolution approving issuance of an on-sale, Sunday, and Special 2 a.m. Intoxicating Liquor License for Misfits Saloon, LLC, 821 East River Road.

Mayor Rice thanked Mr. Voss and said they looked forward to visiting this new establishment.

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

6. CONSENT AGENDA

Motion by Councilmember Weaver, seconded by Councilmember Anderson, to approve Consent Agenda 6.1 through 6.7.

- 6.1 Approved Verified Bills.
- 6.2 Revising and Setting Council Calendars.
- 6.3 Recommended Approval of an LG220 Gambling Permit for Struttin' Toms Chapter of the National Wild Turkey Federation for a Raffle at Green Haven, March 21, 2015.
- 6.4 Recommended Approval of Two (2) LG220 Gambling Permits for Church of St. Stephen for a Raffle on February 7, 2015, and June 20, 2015.
- 6.5 Issuance of Tree Care License; Tree-Mendous Tree Care, LLC of Minneapolis.
- 6.6 Issuance of a Tobacco License; Super Smokedale Tobacco Inc., 201 Jackson Street, Suite 101.
- 6.7 Issuance of a Tobacco License; Technology Dweebz LLC, dba E-Life, 646 E. River Road.

Vote taken. All ayes. Motion carried.

7. REPORTS OF OFFICERS, BOARDS AND COMMITTEES

NOTE: By motion from Councilmember Freeburg, which was seconded by Councilmember Anderson, and by a unanimous vote of the Council, agenda item 7.3 was moved up on the agenda and acted upon at this point.

7.1. Parks and Recreation Board.

7.1.A. Semi Annual Report.

Parks and Recreation Advisory Board Chairperson Steve Nelson introduced members of the Board and provided a report highlighting 2014 park projects. He said the Board's goals are consistent with the City's goals. Chair Nelson then reviewed current projects, including completing Riverfront Park, Castle Field 2, Kings Island, the park bond, controlled burn at the Anoka Nature Reserve, Rum River Regional Trail, and increased river recreation opportunities.

Chair Nelson reviewed the status of boat slips installations and leases, noting there is a waiting list. He shared that old playground equipment was removed from Peninsula Point Park, Aiken Park will undergo restroom improvements, including electronic timers for doors, and that Peninsula Point restrooms will be done in 2015.

Councilmember Anderson asked how the electronic timers work. Director of Public Services/City Engineer Greg Lee said the electronic timers lock the restroom facilities instead of park staff, which saves time and money. He added emergency push bars have been installed in case someone is inside when the timer locks.

Chair Nelson continued to review projects, including fencing and players benches on John Ward Field 1, added signage and improvements at John Ward Field 2, and benches at Sunny Acres Fields 1, 2, and 4. He said Castle Field improvements concessions stand will be ready for use in the spring and that the Association is working on a budget for maintenance of bleachers and the surrounding area through banner sales for example.

Chair Nelson shared an update on the Kings Island channel restoration and shared photos outlining the progress. He referred to the Mississippi River Trail on King's Island and the excavation and framing of the bridge that will connect to the trail in Ramsey and shared photos of the project.

Councilmember Weaver asked how many cars were removed from the land bridge area at King's Island. Mr. Lee said they removed between 9-10 cars that made up land bridge along with other a lot of other debris, adding this was a great restoration and clean-up project.

Councilmember Weaver noted some material needs to be removed and said while the island was a dumping ground in the past it will now be a treasure.

Chair Nelson asked if the material will stay. Mr. Lee said the material will either stay or be adjacent. He said the bridge builders are building an abutment and using the fill material for decking on top, stating this is a unique process to reuse material.

Chair Nelson shared photos of the progress, stating work will continue over the winter and into spring. He said the Anoka Nature Preserve Trail is progressing and there has been a lot of discussion surrounding the type of trail to be used here in conjunction with uses such as biking, hiking, and others. He said the DNR held a controlled burn in November 2014 which was well organized and done in sections very safely to help reduce buckthorn in the 75 acres area.

Chair Nelson shared an email from Ryan Palmer, resident, thanking the Park Board for their work on the trails in the Anoka Nature Preserve. He said he has been hearing comments from others about how pleased they are with recreation opportunities in Anoka, including shopping and restaurants and events like the Christmas tree lighting. He said the Board speaks with one voice and is building on all the efforts of past and present Councils. He said it is a privilege to serve.

Councilmember Weaver said there is a lot of amenities in the City's 6.5 square miles including parks, trails, the Preserve, King's Island, and the river. He said these all offer amazing resources for activities such as skating, ice fishing on the river, sliding, and snowmobiling and thanked the Park Board for their great work.

Chair Nelson said all Boards work hard and share their information together which brings families back because of these opportunities.

7.2. Planning Commission.

7.2.A. RES/Site Plan, Gladstone Cooperative, Hearth Development.

RESOLUTION

Associate Planner Crystal Paumen shared a staff report with background information to the Council stating the applicant, Hearth Development, has submitted an application for site plan review for a 59-unit, 25,826-square foot cooperative building for active seniors 62+ entitled Gladstone Cooperative with underground parking at the corner of Harrison Street and 2nd Avenue. The property is 1.57 acres. City staff has guided Hearth

Development to create a design that is harmonious and compatible, (not the same) with the existing condo building to uphold the eclectic historic downtown atmosphere.

The applicant proposes a four-story building with brick and cement board lap siding. The site will have one primary access off Harrison Street. The condo and the cooperative building will function separately, but will share the driveway to the underground parking as originally set up under an access easement. The applicant is proposing 61 underground parking stalls and 45 surface stalls for a total of 106 stalls which maximizes the capacity of parking on the property. (The existing condo building has a 14 surface stalls and 51 underground for 40 units). The trees and brush along the east property line are intended to be removed as part of the construction and a 4-foot high retaining wall constructed along a portion of the east property line. There are six single 20-foot pole mounted LED lights around the perimeter of the parking lot and six building mounted, LED lights proposed over the parking garage and around the interior of the L shaped building. Two lights on the east side adjacent to residential are proposed to have house side shields as the houses are very close to the property line.

Ms. Paumen shared information on the current driveway access at the existing building and the ability to drive it during winter months. She added the railing on the wall in Condition 7 and the deck material in Condition 8 was added for consistency with this neighboring property.

Councilmember Weaver said he will be abstaining from discussion and vote on Item 7.2.A because of his involvement in the lease agreement with Hearth Development.

Councilmember Schmidt asked for clarification regarding the objection to decorative steel on the decks. Ms. Paumen said the concern is the appearance of rods may seem to be of lesser quality and are not used on the condo building and for the desire to have similar quality.

Councilmember Anderson asked if the concrete decking will be cantilevered or wood joists instead of angled steel. Craig Johnson, Hearth Development, shared alternative concepts to the entrance/exit to the lower parking lot. He said the deck structure and rod iron support will be cantilevered instead and since the decks are 6-foot wide there is no need for the rod iron. Mr. Johnson referred to the parking lot access, stating it is a concern to the neighbors in the winter about getting up the drive. He had suggested accessing on 2nd Street with a 24-foot wide driveway but it impeded into the crosswalk and the storm sewer was too expensive so he is suggesting using more sand/salt to address the issue and changing the right-out onto 2nd Avenue which will allow out only and limit the amount of traffic.

Councilmember Schmidt asked about access for fire and police vehicles. Mr. Johnson said emergency access will be off Harrison and Van Buren.

Councilmember Anderson questioned the grade of 3% difference on the slope and that it conflicted with the catch basin. Mr. Lee said the basin would be in middle of driveway plus any private catch basin needs to be addressed.

Councilmember Schmidt said it appears the applicant is making an effort to address the commonality problem with the neighbors and agreed it is a good alternative.

Ms. Paumen said the existing drive has served the building so from a City standpoint since it in conformance we cannot require anything different from the site plan approval but can suggest that they look at alternative options.

Mr. Cruikshank said staff has been working on alternatives but noted any improvement made will be borne by the developer or existing condo owner and not the City.

Councilmember Freeburg said if the approach was there and workable why change it now. Ms. Paumen said the City does not need to be involved and said the condo owners may wish to work with the developer to improve the function, stating if they could it would be ideal.

Mayor Rice said last winter was difficult with snow and ice and caused some issues.

Councilmember Schmidt said changes to the driveway would benefit the proposed property as well and encouraged them to try. He asked if the cantilever decks will be more like the neighboring building. Mr. Johnson said that is correct.

Councilmember Schmidt said this will be a beautiful project and great addition to Anoka, stating there seems to be a lot of interest. Mr. Johnson agreed, stating they have held several meetings and tours and have 25 reservations to date. He said they will continuing to market soon and need 40 before they can begin.

Mayor Rice clarified the driveway is not part of the City's consideration as it needs to be addressed between the two property owners.

Motion by Councilmember Schmidt, seconded by Councilmember Freeburg, to adopt a resolution approving a site plan for Hearth Development; Gladstone Cooperative.

Councilmember Schmidt said this will not be a building that will be dated and complimented the developer on the cohesive work done with the neighboring building.

Councilmember Freeburg said there was a road block before about having to mirror the other building which made marketing difficult. He said this is going to be more consistent with the other buildings on Main Street and will add a variety and color to the area.

Councilmember Anderson said maintaining the building and mirroring the orientation was good though, adding he is very pleased.

Mr. Cruikshank asked for clarified on the motion regarding direction on the decks.

Friendly amendment to remove the iron struts as suggested by the developer.

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

7.2.B. RES/Conditional Use Permit Amendment; 314 Monroe Street.

RESOLUTION

Ms. Paumen shared a staff report with background information to the Council stating on November 18, 2013, the City approved a conditional use permit to move a house from 210 Monroe Street to 314 Monroe Street with several conditions including the garage and driveway needed to be complete by December 31, 2014. According to the City Code, a garage minimum of 440 square feet and bituminous or concrete driveway need to be complete prior to occupancy. As part of the conditional use permit approval, the City collected a \$5,000 escrow and established a deadline for completion of the garage and driveway. The applicants have run into delays weather related that resulted in them not being able to accomplish these tasks on time. The applicants, Erik and Amanda Skogquist, have requested an extension to complete the driveway and garage on the property 314 Monroe Street.

Councilmember Anderson said he enjoyed seeing the building be moved and fully understands the reason for the extension and will be in support.

Councilmember Schmidt asked about the differences in time of extension. Ms. Paumen said June was discussed during the public hearing but changed to September because it did not appear to be enough time.

Erik Skogquist, applicant, thanked the Council for the support and stated he will begin again in the spring.

Councilmember Freeburg inquired about any exterior plans. Mr. Skogquist said he salvaged siding from the former smaller garage and will use it to repair holes in the siding and over areas to reduce the number of doors and windows and repair some rotting then will begin landscaping. He said the move went well and there was not much interior damage, stating this is a very solid 125-year old house.

Mayor Rice said he was amazed the house could be moved successfully, adding it fits very well on the foundation and in the neighborhood.

Motion by Councilmember Anderson, seconded by Councilmember Schmidt, to adopt a resolution approving a conditional use permit amendment for 314 Monroe Street.

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

7.2.C. RES/Site Plan, Conditional Use Permit; 1025 Sunny Lane, Wilson Elementary School.

RESOLUTION

Ms. Paumen shared a staff report with background information to the Council stating the applicant, Anoka-Hennepin ISD#11, is applying for site plan for a building addition at Wilson Elementary School. The proposed addition is one-story 10,900 square foot addition on the west side. The existing building is 54,546 square feet. The addition at Wilson Elementary School will create better classroom space for students and house new kindergarten students. The district will be shifting a portion of incoming kindergarten students from Ramsey Elementary to maintain enrollment balance at each school. The enrollment at Wilson has been very stable. The addition will allow the district to remove the portable north of the building as well.

The property is zoned R-1 Single Family Residential. A conditional use permit is required for public schools. The City does not have a conditional use permit on file for Wilson Elementary School; therefore the School has also applied for a conditional use permit to make the school a conforming use. The architecture on the new addition will be consistent with the existing building—two colors of brick, composite metal panel above the two doors and window glass. The playground being displaced because of the addition will be moved to the north side of the building.

Ms. Paumen said Condition 6 was omitted that states the portable classroom will be removed by 2016.

Councilmember Weaver clarified there will be no impact on the skating rink or warming house. Ms. Paumen said there will be no impact as all the work is on the west and north sides.

Mayor asked about changes to the north of the building. Ms. Paumen explained the playground is on the west and will be relocated including both the soft and hard surfaced areas.

Mayor Rice asked if this addition will be the same as other additions. Chuck Holden, Anoka Hennepin, explained the classroom types and learning space and said the work is being done on an individual basis with suggestions for different furniture. He said this will not be a typical classroom style.

Motion by Councilmember Freeburg, seconded by Councilmember Weaver, to adopt a resolution approving a site plan and conditional use permit for 2015 Sunny Lane, including Condition 6 that portable be removed by 2016.

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

7.3. Heritage Preservation Commission (HPC).

7.3.A. 2014 Heritage Preservation Award to Hans Bakery.

Heritage Preservation Commission Chair Bart Ward commented that Councilmember Weaver is one of the founding members of the HPC which started in 1992. He stated HRA Commissioner Merrywayne Elvig passed away recently and acknowledged her great support of the HPC.

Chair Ward presented a certificate to Hans Bakery as the recipient of the 2014 Heritage Preservation Award, Kelly Olson, who took over Hans Bakery last year. Ms. Olson shared several photos of the facility, including when it was the Black Steer. She thanked the community for all the support during the remodeling and since, sharing there was a line out the door when they first opened and how they ran out of product. Ms. Olson said they currently have 20,000 followers on Facebook and thanked everyone for their support. Ms. Olson referred to their new location in Orono where they create flour-free products that are transported to the Anoka location each morning to help meet the demand for gluten-free products. She noted there are many Anoka residents who are helping spread the word about their locations.

7.3.B 2014 Annual Report.

Chair Ward presented the 2014 Heritage Preservation Commission Annual Report. He introduced the Commission then shared photos of the 2014 Garden Tour which had 400 attendees and raised \$3,000 to help fund signage and historic plaques and markers throughout the City as well as sandwich boards for historic homes. He said the historic plaques was a collaboration with the Park Board for the Rudy Johnson, George Green and John Ward parks. He said they will all be completed in 2015 and that a public event will be held.

Chair Ward said they applied for National Register interpreter plaques and received \$10,000 from the National Historical Society to register nine historical properties in the City. He acknowledged help from both the Minnesota and Anoka County Historical Societies in this project.

Chair Ward said the HPC supported a number of projects, including the Woodbury House which was leased to the Mad Hatter Tea Room in May 2014 and the Carl and Leola Vonell Memorial in June 2014 to officially dedicate a parcel of land donated to the City. He referred to the fact that Mr. Vonell was an artist and many pieces of his work were included in a book he created.

Chair Ward said 2015 projects include storyboards for Franklin and Washington Schools, creating historic park plaques and markers on the National Registry of Historic Places, and acknowledging the agricultural land north of the library which is the last piece of agricultural land in the City. He said they are working on the vignettes in City Hall as well as increasing tourism with landmarks through a walking tour and engaging interested property owners in historic districts in the Anoka expansion. Chair Ward said they are also researching for preservation projects near the dam for the concrete weirs and stone house and announced the 2015 garden tour will be held in the Drummen Oaks area north of the County fairgrounds.

7.4. Economic Development Commission (EDC).

7.4.A. Annual Report.

Economic Development Commission Chair Andy Peterson provided an overview of the EDC, introduced the members, and highlighted projects during 2014, including subcommittees for events such as business talks with industrial park businesses, Anoka Tech, Anoka Development Day, Summerfest, Chamber of Commerce, Discover Anoka and ABLA. He said they held 21 business talks, celebrated the 31st annual Anoka Day and the third annual Anoka Development Day. Chair Peterson said they are

working on identifying signs for the City, highlighting the Historic Rum River District Committee, and sharing updated developer information both printed and online.

Chair Peterson shared the EDC's 2015 goals to continue the business calls and events, including Anoka Development Day and Winterfest. He outlined a signage plan and potential K-Mart site redevelopment as well as City river opportunities and a riverboat.

Councilmember Anderson said he is pleased about the riverboat potential and the K-Mart site. Mr. Thorvig said staff has been working with the property owner on ideas and have a variety of options that will be brought forward to the Planning Commission. He said the owner, John Rappaport of DDCR, is familiar with the area and has some concepts, adding they are marketing on their own but this is a key site for the City.

Chair Peterson said the riverboat is gaining interest again, partly because the pool is no longer being dropped and parking is available. He compared it to moving the baseball field and medical center and when the pieces are in place we have to be ready.

Councilmember Freeburg asked if we will be contacting the riverboat owners interested last time about this possibility again. Mr. Thorvig said all those owners are still in business so staff will be contacting them again with a marketing piece to share the changes and gauge interest again.

Councilmember Weaver said the closure of the St. Anthony lock and dam may provide options for Anoka and that he hopes we contact them. Mr. Thorvig agreed the timing might be good and said staff will contact them. He said other calculations comparing our area to Stillwater are very similar and what about the same distance so it is feasible.

8. PETITIONS, REQUESTS AND COMMUNICATION

None.

9. ORDINANCES AND RESOLUTIONS

- 9.1 RES/Issuance of an On-Sale, Sunday and Special 2 a.m. Intoxicating Liquor License for Misfits Saloon, LLC, 821 E. River Road.

ACTED UPON AFTER PUBLIC HEARING

NOTE: By motion from Councilmember Freeburg, which was seconded by Councilmember Schmidt, and by a unanimous vote of the Council, agenda item 9.4 was moved up on the agenda and acted upon at this point.

9.2 ORD/Approval of Purchase Agreement; Hearth Development.
(1st Reading)

Mr. Thorvig shared a staff report with background information to the Council stating that at the southeast corner of 2nd Avenue and Harrison Street Hearth Development wishes to build the Gladstone Cooperative, a 59-unit senior cooperative. The City had the land listed for \$295,000. Hearth Development has agreed to pay the asking price. A \$39,200 brokerage fee is due to Cassidy Turley for their work in listing and securing Hearth Development. Net proceed is \$255,800. Proceeds of the sale will go to the Thurston Corridor (Enterprise Park) Tax Increment Finance District as funds from this district were used for the original purchase of the property.

The developer has indicated they have 26 pre-sales to date. An additional 20 are needed to secure financing by HUD for the project. The Letter of Intent that was entered into identified a closing date of April 30, 2015. The developer has requested a closing date of August 31, 2015 to allow sufficient time to secure pre-sales. It is anticipated closing would occur earlier however it builds time into the agreement if it is needed.

Councilmember Freeburg asked if the brokerage fees have already been allocated. Mr. Thorvig said this amount has already been allocated.

Councilmember Anderson asked if there will be a model or leasing office. Mr. Thorvig said there will be no model but their office is in the 2nd Avenue building and informational meetings will be held.

Motion by Councilmember Freeburg, seconded by Councilmember Schmidt, to hold first reading of an ordinance to convey real property to Hearth Development, LLC.

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

9.3 RES/Development Agreement; Hearth Development.

RESOLUTION

Mr. Thorvig shared a staff report with background information to the Council stating a development agreement has been prepared for the Gladstone Cooperative residential project. The development agreement outlines various responsibilities of the developer and the City throughout the term of the project. Some of the key highlights of the agreement include:

1.) Developer is responsible for completing the development per the approved plans. The approved plans are included as an exhibit.

- 2.) Developer is required to pay all necessary development fees including building permit fees, park dedication and SAC/WAC fees.
- 3.) Developer and any successors shall devote the property to a senior cooperative. This provision prevents the project changing use prior to start or completion of construction.
- 4.) If developer is not able to secure financing by August 31, 2015 the document can be terminated.
- 5.) Developer shall commence construction by December 31, 2015. Failure to commence by this date triggers a provision that allows the City to repurchase the property for \$255,800.
- 6.) Developer shall be required to provide a performance guarantee in the amount of 1.25x the cost of all exterior improvements.

The City Attorney and developer have reviewed the document and there may be minor changes prior to execution. As is typical with development agreements, the resolution notes a condition of approval to include final review and approval by the City Attorney.

Motion by Councilmember Schmidt, seconded by Councilmember Anderson, to adopt a resolution approving development agreement with Hearth Development, LLC subject to final review by the City Attorney.

Mayor Rice clarified this will be finalized by the same year. Mr. Thorvig said the developer has until the end of this year.

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

9.4 RES/2015 SRP – Monroe Street; Approve Plans and Specifications, Authorize Advertisement for Bids, Set Bid Date.

RESOLUTION

Mr. Lee shared a staff report with background information to the Council that on January 5, 2015 the City Council held the public hearing and the assessment hearing for the 2015 SRP – Monroe Street Project. After the hearing the council adopted a resolution authorizing the preparation of engineering plans and specifications. The plans and specifications are complete and the next step in the Chapter 429 process is to adopt a resolution approving the plans and authorizing the advertisement for bid.

The streets that are proposed to be included in this 2015 project are as follows:

Monroe Street Seventh Avenue to east City Limits
8th Avenue Monroe Street to East Main Street

The proposed project will involve the total reconstruction of the streets, including the replacement of the concrete curb and gutters and the bituminous surfacing. In addition, the existing sidewalks, driveways and driveway aprons will be replaced within the right-of-way. Within City right of ways, the sanitary sewer will be replaced with new 8" PVC main and the water main will be replaced with new 6 and 8" ductile iron water main.

Mr. Lee outlined the project costs and financing and schedule. All sewer and water services of Anoka properties fronting on the above streets will also be replaced from the main to the property line.

Motion by Councilmember Freeburg, seconded by Councilmember Anderson, to adopt a resolution approving plans and specifications authorizing advertisement for bids and setting bid date for the 2015 SRP – Monroe Street.

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

9.5 RES/Garfield Street/5th Avenue Project; Approve Bids, Award a Construction Contract.

RESOLUTION

Mr. Lee shared a staff report with background information to the Council that on November 17, 2014, the City Council adopted a resolution accepting the updated feasibility report, ordering the project, waiving the public improvement hearing and authorizing the preparation of plans and specifications for the Garfield Street / 5th Avenue Project.

This project includes extending Garfield Street to the west and constructing 5th Avenue from Grant Street north to Garfield Street extension. This project also included a storm sewer pipe to be constructed under 5th Avenue and some minor adjustments to an existing water main and sanitary main that are currently installed just to the east of the future 5th Avenue. This project also includes:

- Garfield Street and 6th Avenue SSIP– performing street surface improvement on Garfield Street from 7th Avenue to 6th Avenue, and on 6th Avenue from Grant Street to Garfield Street. This will included a full depth reclamation curb and gutter replacement and driveway aprons.
- Trunk Outlet to the Regional Pond – the outlet to the this pond was disconnected as part of VOA Phase I activities and will be in the way of the expanded building associated with Phase II. A new trunk outlet will be constructed within the 5th Avenue right-of-way.
- Utility services connections – a water service will be extended into the VOA Phase II site to allow for a looped water main system. A water and sewer service

will be stubbed into the remaining undeveloped parcel located at the northwest corner of Grant Street and future 5th Avenue.

- Garfield Substation Paving – the east, west, and south sides of the Garfield Electrical Substation will be paved.
- 7th Avenue Water main - A water main will be extended to the Rum River Shores Phase II development to allow for a looped water main system. A 12” tee will also be extended into the future commercial property at the corner of 7th Avenue and Bunker Lake Boulevard.

Councilmember Schmidt noted the bid is 12-percent below the engineer’s estimate.

Motion by Councilmember Schmidt, seconded by Councilmember Weaver, to adopt a resolution awarding a construction contract for the Garfield Street / 5th Avenue project to Douglas-Kerr Underground LLC in the amount of \$866,881.62.

Mayor Rice said the City is pleased to work with Douglas-Kerr again.

Councilmember Weaver asked if this is an indication that other projects will come in lower than expected. Mr. Lee said he is trying to get the bidding done early before the contractors get busy for that very reason.

Councilmember Schmidt inquired about the status of Slabtown. Mr. Lee said he intends to bring this item for award at the March 2 meeting.

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

9.6 ORD/Second Amendment to Purchase Agreement with Landmark of Anoka.
(1st Reading)

Mr. Thorvig shared a staff report with background information to the Council stating on May 21, 2014 a purchase agreement was signed by the City and developer for Rum River Shores North. At the time Rum River Shores North was proposed to be a 62 lot, single family subdivision on 30 acres of City-owned land near the intersection of County Road 116 and 7th Avenue. In September an amendment was made to the purchase agreement changing several key dates. Since then staff has been working with the developer to finalize the deal. In December the developer attended a City Council worksession to discuss the possibility of bringing Ryland Homes on as the main developer and predominant builder of the project. In general the City Council felt comfortable with this arrangement provided the quality of development and home values are maintained. These details will be addressed in the Development Agreement with Ryland.

By including Ryland the lot count increased from 62 to 67. The purchase agreement is written where if lot count increases the purchase price increases by \$15,000/lot. The increase in lots resulted in a new purchase price of \$1,020,000. The developer has requested to keep the original purchase price of \$945,000 which would reduce the price per lot to \$13,880.59. The request is due to increases in overall development costs.

The contingency portion of the agreement also has been amended. Originally a Development Agreement between Landmark of Anoka and the City of Anoka was going to occur. With Ryland being the primary developer the Development Agreement will be between the City of Anoka and Ryland. Even though Ryland will act as the main developer, the City will still be selling land to Landmark of Anoka who has separate agreements with Ryland.

Councilmember Freeburg clarified that while Ryland is the builder Landmark will ensure landscaping, etc. remains the same. Mr. Thorvig said the development agreement will contain all plans that Landmark has but then turn the project over to Ryland. He said Landmark will still be developer and will be outlined in the development agreement.

Nathan Fair, Landmark Development, said they are requiring Ryland to use their engineering firm and are still involved in all aspects such as approving house plans. He said this is the same joint venture as Pulte Homes in Brooklyn Park and the president of Pulte is the president of Ryland so they have a good working relationship already and should be a great project.

Councilmember Anderson said he understands there has to be changes but they do not affect the project overall and we are still getting the same amount of money.

Motion by Councilmember Anderson, seconded by Councilmember Freeburg, to hold first reading of an ordinance for a second amendment of a purchase agreement to convey real property to Landmark of Anoka, LLC.

Councilmember Weaver said he is somewhat hesitant as he think Landmark is the one to do the project. He said Phase I is magnificent but we entered into an agreement with a price per lot and have changed the documents and provided Landmark with incentives such as earnest money decreases and dirt value. He commented on risk/reward and said we are not following the purchase agreement and are removing the risk for them because they want a pool built as key item to help spur the first phase and drive the second phase. Councilmember Weaver said while this is good we do not know what they are selling the lots for and compared this to a real estate flip. He said the City is taking away the reward to the taxpayer so the developer's piece is bigger and that government should not do that so he will not be supporting the amendment.

Councilmember Schmidt reviewed the budget and incentives which totaled under \$100,000 but said we will get \$40,000 back in SAC/WAC and will therefore be supporting the amendment. He added sometimes “a bird in the hand” is important.

Councilmember Freeburg said he will be supporting the amendment as the timing is good because we need to market and not delay. He said it is important to keep the momentum going and if we get 5-6 more homes that will result in property taxes.

Mayor Rice said he is torn, stating you cannot be so sold that you have to follow through but said we like the project that is happening and if the momentum at the beginning in 2014 continued they would have been able to continue but this is a separate project. He acknowledged that the market changes and the developer is trying to capture the momentum so he will support the amendment but appreciates Councilmember Weaver’s comments and agrees. He added Councilmember Schmidt’s small concession is good and provides a greater opportunity for success.

Councilmember Schmidt agreed on the taxes coming sooner than later which is good. He commented that Commissioner Elvig used to remind them that Anoka did not have housing that provides for people to stay, which this development does. He said he met with former Regency Homes who referred to people who want to stay in Anoka and that is a big impact.

Councilmember Weaver clarified he is voting against the ordinance not because he does not appreciate the project but is voting against on the principle.

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

9.7 RES/Approving a Development Agreement with The Ryland Group.

Mr. Thorvig shared a staff report with background information to the Council stating in September, 2014 a development agreement was approved for the Rum River Shores North residential project. This agreement was with Landmark of Anoka. The development agreement outlined various responsibilities of the developer and the City throughout the term of the project.

In December, Landmark of Anoka presented a proposal to the City Council which would bring Ryland in as developer of the project and predominant home builder. The City Council generally gave the go ahead for Ryland to partner with Landmark of Anoka for development of a 67 lot single family subdivision. Given this different arrangement a new development agreement is needed with The Ryland Group. Much of the original agreement is the same.

Councilmember Schmidt suggested adding “each” to the fair market value reference in the agreement.

Councilmember Weaver said Condition #12, site grading restoration of property to former state, is imperative and asked about the quality of work such as the façade and Hardy board. Mr. Thorvig said staff is still working on finite details and said staff will be bringing this forward at the February 2 meeting for final approval.

Mr. Fair said neither Landmark nor Ryland have issues with the development agreement. He said the project will be outstanding and they are doing a larger storm water pond which will be a win-win for both. He said while they needed another partner the result will be the nicest pool house in the northwest area. Mr. Fair commented the land quality is not as nice and said Dean Hanson would take these comments to heart. He said they are still experiencing some risk but added staff has done an excellent job throughout this process. Mr. Fair said the homes will all include Hardy board as well.

Councilmember Weaver said he has no doubt this will be a great project.

Mayor Rice asked if it was common to remove the topsoil, grade, then return only the portion that is necessary. Mr. Fair said it was and the process works well.

Councilmember Schmidt referred to the cap of \$50,000. Mr. Fair said the cap is fine, adding their engineer has actually estimated a \$30,000 cap.

Councilmember Weaver inquired about core samples. Mr. Fair said they have not done any as they assume it will be the same as Phase I. He said they will have final plans in the next few weeks and will be addressing the road first.

Mr. Thorvig said the proposed changes will be incorporated and brought for Council approval at the February 2 meeting.

9.8 ORD/Amending the 2015 Master Fee Schedule.
(2nd Reading)

ORDINANCE

Mr. Cruikshank shared a staff report with background information to the Council stating in December the City Council approved the 2015 Master Fee Schedule which included a credit card surcharge fee of 2% on purchases over \$500. This surcharge was implemented to offset the fees the city would incur if it allowed customers to use credit cards to pay for higher transactions such as permits. Currently the city only accepts credit cards for utility bills up to \$500, liquor, park fees and golf activities. After further discussion with other departments and staff, particularly Golf, it has been determined that a surcharge of 2% on purchases over

\$500 could negatively affect operations, particularly Golf. Finance is now recommending not implementing a surcharge fee on any credit card purchases. For information purposes; currently the processing company that the city uses for utility customers that wish to pay bills over the phone or on-line, charges a convenience fee of \$3.95 per charge up to \$500. This fee will remain in place for now. It is not a city fee but a fee charged by the processing company.

A first reading of this ordinance amendment was held at the January 5, 2015 meeting.

Motion by Councilmember Schmidt, seconded by Councilmember Freeburg, to hold first reading of an ordinance amending the 2015 Master Fee Schedule.

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

9.9 RES/Classification of Tax Forfeited Lands in the City of Anoka and Approval of Public Sale.

RESOLUTION

Mr. Thorvig shared a staff report with background information to the Council Anoka County has identified certain tax forfeit parcels in the City of Anoka. One of the lands identified is a small parcel located east of 7th Avenue between Jackson Street and Main Street. This parcel was formally owned by the City of Anoka and recently conveyed back to the State of Minnesota to allow for it to be sold to an adjacent owner. Anoka County requires City action classifying that the parcel is located in the City of Anoka and the City consents to a public sale.

Motion by Councilmember Weaver, seconded by Councilmember Freeburg, to adopt a resolution for classification of tax forfeited lands in the City of Anoka and approval of public sale.

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

9.10 RES/Revision of Annual Appointments of Representation to Various Committees.

RESOLUTION

Mr. Cruikshank shared a staff report with background information to the Council stating at the meeting on January 5, 2015, the City Council adopted a resolution that made appointments to various committees that the City has representation on. There is an additional appointment that we would like to add to that schedule of appointments, including Representative and Alternate to the Anoka County Fire Protection Council.

Motion by Councilmember Anderson, seconded by Councilmember Weaver, to adopt a resolution appointing Councilmember Freeburg as the Representative and Councilmember Schmidt as the Alternate to the Anoka County Fire Protection Council.

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

None.

12. UPDATES AND REPORTS

12.1 Tentative Agenda(s).

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

12.2 Staff and Council Input.

Mr. Lee said 3rd Avenue will be closed for a period of time for repairs.

Councilmember Weaver said the second annual Winterfest will be held on January 31 and will feature craft beer, wine, arts, and ski race. He said the annual Mayor's Trail ride has been postponed to February 21 due to weather and lack of snow.

Councilmember Weaver remembered former HRA Commissioner Merrywayne Elvig who had a giant impact in Anoka for more than 30 years. He said her greatest vision was Riverspointe which she saw from the beginning to completion. He said she had a great impact to the City and will be greatly missed.

Mayor Rice said no one was more influential than Commissioner Elvig and that Council held her in the highest respect for her opinions.

Councilmember Weaver said a history of the Elvig family and commented how that impact will continue.

Councilmember Anderson said Commissioner Elvig started working with her father as an assistant in engineering in the field in Anoka. Councilmember Schmidt noted Commissioner Elvig's father had once served as City Manager and City Engineer.

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: 9:30 p.m.

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

Approval Attestation:

Amy T. Oehlers, City Clerk

DRAFT

COUNCIL MEMO FORM

4.1

| | |
|------------------|------------------------------|
| Meeting Date | January 5, 2015 |
| Agenda Section | Open Forum |
| Item Description | Senator Branden Petersen |
| Submitted By | Tim Cruikshank, City Manager |

BACKGROUND INFORMATION

Senator Branden Petersen has been invited to this meeting under Open Forum.

FINANCIAL IMPACT

N/A

REQUESTED COUNCIL ACTION

N/A

COUNCIL MEMO FORM

6.1

| | |
|------------------|------------------------------|
| Meeting Date | February 2, 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 February 02, 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> |
|----------------|------------------------------|------------------|-----------------------------|-------------|--------------|---------------|
| 129700 | HENNINGSON& SNOXELL | GARPP2 2015 | Wage Levy | 101 | General Fund | \$640.75 |
| 129701 | Alice Training Institute LLC | 5878 | Training - 2 Attendees | 101 | General Fund | \$1,190.00 |
| 129704 | Border Line's | 10029007 | Alley Plowing 11/17 - 11/28 | 101 | General Fund | \$225.00 |
| 129705 | Border State Electric Suppl | 908586895 | Supplies | 101 | General Fund | \$44.57 |
| 129706 | Bureau of Crim. Apprehensi | 224884 | CJDN Connect | 101 | General Fund | \$780.00 |
| 129708 | Cintas | 470507492 | Uniforms | 101 | General Fund | \$17.38 |
| 129708 | Cintas | 470510900 | Uniforms | 101 | General Fund | \$17.39 |
| 129708 | Cintas | 470514184 | Uniforms | 101 | General Fund | \$17.38 |
| 129709 | Comcast | 0231037 1/5/15 | Internet | 101 | General Fund | \$15.63 |
| 129709 | Comcast | 0231037 1/5/15 | Internet | 101 | General Fund | \$15.63 |
| 129710 | Connexus Energy | 171141 12/26/14 | Street Lights | 101 | General Fund | \$12.13 |
| 129710 | Connexus Energy | 171140 12/26/14 | Street Lights | 101 | General Fund | \$77.85 |
| 129710 | Connexus Energy | 202884 12/26/14 | Street Lights | 101 | General Fund | \$10.94 |
| 129711 | Cornerstone | 15119076 | Parts | 101 | General Fund | \$37.03 |
| 129712 | Cottens Automotive | 088500CM | Core Deposit | 101 | General Fund | (\$10.00) |
| 129712 | Cottens Automotive | 088564 | Parks parts #12-01 | 101 | General Fund | \$16.77 |
| 129712 | Cottens Automotive | 088566 | Parks parts #13-10 | 101 | General Fund | \$55.25 |
| 129712 | Cottens Automotive | 090503 | Air Brake Cond #370 | 101 | General Fund | \$4.49 |
| 129712 | Cottens Automotive | 089557 | Blower Motor Resistor #327 | 101 | General Fund | \$26.29 |
| 129716 | ECM Publishers | 174065 | Monroe St Hearing | 101 | General Fund | \$56.25 |
| 129716 | ECM Publishers | 174066 | Sunny Ln Hearing | 101 | General Fund | \$50.63 |
| 129716 | ECM Publishers | 174623 | ADVTSG - Police Tech | 101 | General Fund | \$315.90 |
| 129717 | Fastenal Company | MNTC8123169 | Sweatshirts | 101 | General Fund | \$78.40 |
| 129720 | Interstate Disposal | 6194 | Hauling 12/22/14 | 101 | General Fund | \$385.84 |
| 129721 | J.H. Larson Electric Compa | S100825815.001 | Supplies | 101 | General Fund | \$84.19 |
| 129721 | J.H. Larson Electric Compa | S100825815.003 | Supplies | 101 | General Fund | \$687.84 |
| 129722 | Lano Equipment | 02-205567 | Snow Pusher | 101 | General Fund | \$106.58 |
| 129722 | Lano Equipment | 02-205567 | Snow Pusher | 101 | General Fund | \$106.58 |
| 129726 | Scharber & Sons Inc | P62370 | #389 Panels, #1302 | 101 | General Fund | \$658.76 |
| 129726 | Scharber & Sons Inc | P62442 | Wheels #13-02 | 101 | General Fund | \$892.50 |
| 129728 | TDS Metrocom | 7634216630 1-13 | Communications | 101 | General Fund | \$30.00 |
| 129880 | City of Minneapolis | 400413005508 | Pawn Transaction Fees De | 101 | General Fund | \$1,073.70 |
| 129881 | Dex Media East LLC | 110095703-1/10/ | NW Suburban Yellow Pgs | 101 | General Fund | \$14.50 |

**Paid Bill List for Ratification
Bill List for February 02, 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> |
|-------------------|----------------------------|------------------|---------------------------|-------------|--------------|---------------|
| 129883 | International Code Council | 3028949 | Dues/Wiley | 101 | General Fund | \$125.00 |
| 129884 | Johnson Controls | 1-17026281797 | Service - Circuit #2 | 101 | General Fund | \$3,887.25 |
| 129885 | Leone's Building Service | 27817 | January 2015 Cleaning Svc | 101 | General Fund | \$653.10 |
| 129885 | Leone's Building Service | 27817 | January 2015 Cleaning Svc | 101 | General Fund | \$132.16 |
| 129885 | Leone's Building Service | 27817 | January 2015 Cleaning Svc | 101 | General Fund | \$921.73 |
| 129885 | Leone's Building Service | 27817 | January 2015 Cleaning Svc | 101 | General Fund | \$131.88 |
| 129885 | Leone's Building Service | 27817 | January 2015 Cleaning Svc | 101 | General Fund | \$180.31 |
| 129885 | Leone's Building Service | 27817 | January 2015 Cleaning Svc | 101 | General Fund | \$180.31 |
| 129885 | Leone's Building Service | 27817 | January 2015 Cleaning Svc | 101 | General Fund | \$1,168.51 |
| 129887 | MN Bookstore | Code Books | Code Books | 101 | General Fund | \$499.00 |
| 129888 | Petco | OA056869 | Dog Supplies | 101 | General Fund | \$82.46 |
| 129892 | Ted Hagfors | 1501 | Electrical Inspections | 101 | General Fund | \$3,137.80 |
| Fund Total | | | | | | \$18,835.66 |
| 129885 | Leone's Building Service | 27817 | January 2015 Cleaning Svc | 260 | Parking | \$964.70 |
| Fund Total | | | | | | \$964.70 |
| 129725 | Northern Technologies, Inc | 13870 | Castle Field - Dec 2014 | 415 | Road Improve | \$547.50 |
| Fund Total | | | | | | \$547.50 |
| 129702 | Anderson-Johnson Assoc. | 130681214 | Concess/Storage Ph 2 | 460 | Park Improve | \$345.00 |
| Fund Total | | | | | | \$345.00 |
| 129707 | Carr's Tree Service, Inc | 87319 | Tree Service | 600 | Electric | \$3,303.24 |
| 129709 | Comcast | 0231037 1/5/15 | Internet | 600 | Electric | \$15.62 |
| 129715 | Dakota Supply Group | B043663 | Electrical Supplies | 600 | Electric | \$829.30 |
| 129718 | Ferrellgas | 1085470117 | Propane | 600 | Electric | \$367.52 |
| 129719 | First-Shred | 134091 | 1 Executive Bin | 600 | Electric | \$31.80 |
| 129723 | Menard Cashway Lumber | 74620 | Supplies | 600 | Electric | \$10.53 |
| 129882 | Divine Engraving | 3921 | Plaque - G Gorham | 600 | Electric | \$59.40 |
| 129885 | Leone's Building Service | 27817 | January 2015 Cleaning Svc | 600 | Electric | \$180.32 |
| 129889 | Postmaster | Presort Acct #10 | Postage Presort acct #101 | 600 | Electric | \$5,000.00 |
| 129890 | Proscan Technologies Plus | Rebate 12/26/14 | Rebate | 600 | Electric | \$1,740.00 |
| Fund Total | | | | | | \$11,537.73 |
| 129709 | Comcast | 0231037 1/5/15 | Internet | 601 | Water | \$15.63 |
| 129715 | Dakota Supply Group | B048275 | Water Supplies | 601 | Water | \$262.59 |
| 129724 | Metro General Services | 20904 | Service - 3824 7th Ave | 601 | Water | \$5,175.00 |

**Paid Bill List for Ratification
Bill List for February 02, 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> |
|----------------|----------------------------|------------------|-----------------------------|-------------|---------------------|--------------------------|
| 129886 | Lockridge Grindal Nauen P. | 71452 | Legal Service - Wells 1 and | 601 | Water | \$4,940.48 |
| | | | | | | \$10,393.70 |
| | | | | | | <i>Fund Total</i> |
| 129709 | Comcast | 0231037 1/5/15 | Internet | 602 | Sewer Treatment | \$15.63 |
| 129717 | Fastenal Company | MNTC8123170 | Supplies | 602 | Sewer Treatment | \$43.54 |
| 129885 | Leone's Building Service | 27817 | January 2015 Cleaning Svc | 602 | Sewer Treatment | \$180.31 |
| | | | | | | \$239.48 |
| | | | | | | <i>Fund Total</i> |
| 129709 | Comcast | 0048092 12/27/1 | Internet | 609 | Liquor Stores | \$69.08 |
| 129714 | Dahlheimer Dist Company I | 1140255 | Merchandise for Resale | 609 | Liquor Stores | \$42.00 |
| 129714 | Dahlheimer Dist Company I | 1140255 | Merchandise for Resale | 609 | Liquor Stores | \$8,782.70 |
| 129714 | Dahlheimer Dist Company I | 1140252 | Merchandise for Resale | 609 | Liquor Stores | \$5,377.08 |
| 129714 | Dahlheimer Dist Company I | 102767-CM | Corr Inv 1140252 | 609 | Liquor Stores | (\$23.50) |
| 129714 | Dahlheimer Dist Company I | 1140253cm | Merchandise for Resale | 609 | Liquor Stores | (\$65.55) |
| 129714 | Dahlheimer Dist Company I | 1140257cm | Merchandise for Resale | 609 | Liquor Stores | (\$76.60) |
| 129714 | Dahlheimer Dist Company I | 1140302cm | Merchandise for Resale | 609 | Liquor Stores | (\$46.80) |
| 129714 | Dahlheimer Dist Company I | 1140310cm | Merchandise for Resale | 609 | Liquor Stores | (\$64.80) |
| 129716 | ECM Publishers | 172558 | Advtsg - Better Value Liquo | 609 | Liquor Stores | \$244.13 |
| 129716 | ECM Publishers | 172558 | Advtsg - Better Value Liquo | 609 | Liquor Stores | \$244.12 |
| 129727 | Southern Wine & Spirits of | 5008766 | Merchandise for Resale | 609 | Liquor Stores | \$186.50 |
| 129881 | Dex Media East LLC | 110095305 - 1/8/ | NW Suburban Yellow Pgs | 609 | Liquor Stores | \$32.00 |
| 129893 | Varner Transportation | 1/01/2015 | Freight - Dec 2014 | 609 | Liquor Stores | \$1,205.60 |
| | | | | | | \$15,905.96 |
| | | | | | | <i>Fund Total</i> |
| 129708 | Cintas | 470514184 | Uniforms | 614 | Golf | \$17.39 |
| 129708 | Cintas | 470510900 | Uniforms | 614 | Golf | \$17.38 |
| 129708 | Cintas | 470507492 | Uniforms | 614 | Golf | \$17.39 |
| 129891 | South Bay Design | 010115 | Web Hosting | 614 | Golf | \$330.00 |
| | | | | | | \$382.16 |
| | | | | | | <i>Fund Total</i> |
| 129709 | Comcast | 0231037 1/5/15 | Internet | 701 | Vehicle Maintenance | \$15.63 |
| 129712 | Cottens Automotive | 90335 | Vista - Beam | 701 | Vehicle Maintenance | \$55.96 |
| 129713 | Crow River Farm Equip Co | 170281 | Supplies | 701 | Vehicle Maintenance | \$192.63 |
| 129729 | Utility Truck Services | 43749 | Vehicle Repair 2001 GMC | 701 | Vehicle Maintenance | \$1,925.02 |
| | | | | | | \$2,189.24 |
| | | | | | | <i>Fund Total</i> |
| 129709 | Comcast | 0231847 1/03/20 | Internet | 702 | IT | \$65.82 |
| | | | | | | \$65.82 |
| | | | | | | <i>Fund Total</i> |

**Paid Bill List for Ratification
Bill List for February 02, 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> |
|---------------------------|--------------------------|------------------|---------------------------|-------------|---------------------------------|
| 129879 | Bearence Management Gro | 434051 | Agency Fee - Renew Policy | 715 | Insurance \$10,000.00 |
| <i>Fund Total</i> | | | | | \$10,000.00 |
| 129703 | Anoka Business & Landow | 497 | Halloween Banner | 810 | Street Light Distric \$3,045.00 |
| <i>Fund Total</i> | | | | | \$3,045.00 |
| <i>Grand Total</i> | | | | | \$74,451.95 |

PAYROLL

PP 2

BILL LIST DATE 02/02/15

GROSS PAYROLL - REG \$308,612.73

LESS EMPLOYEE SHARE OF BENEFITS (\$1,894.87)
\$306,717.86

EMPLOYER SHARE HEALTH INSURANCE \$19,537.87
EMPLOYER SHARE FICA & MEDICARE \$16,372.14
EMPLOYER SHARE PERA \$29,508.48
\$65,418.49

TOTAL PAYROLL \$372,136.35

Bill List for February 02, 2015

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|----------------|----------------------------|------------------|-----------------------------|-------------|--------------|---------------|
| 129758 | Andy's Service Auto Repair | 99182 | Repair 2002 Ford E450 | 101 | General Fund | \$1,517.42 |
| 129760 | Anoka Co Central Comm | 2015-200 | State Access Fee 4th qtr 20 | 101 | General Fund | \$630.00 |
| 129763 | Aspen Mills | 159577 | Uniform - Make Antigua | 101 | General Fund | \$309.20 |
| 129763 | Aspen Mills | 159575 | Uniform - Justin Sharbono | 101 | General Fund | \$649.60 |
| 129763 | Aspen Mills | 159574 | Uniform - Nick Bluhm | 101 | General Fund | \$633.54 |
| 129763 | Aspen Mills | 159576 | Uniform - Mike Whitaker | 101 | General Fund | \$68.25 |
| 129764 | Audio Communications | 744 | Service Motorola #15-01 | 101 | General Fund | \$192.50 |
| 129769 | Benefit Extras, Inc | 59657 | Cobra Fee / Mo Admin Jan | 101 | General Fund | \$288.00 |
| 129774 | BRUCE LEE PHOTOGRAP | 01/06/2015 | Staff Photos | 101 | General Fund | \$21.00 |
| 129775 | Cargill Salt Division | 2902078396 | Deicer Salt Ice Cntrl | 101 | General Fund | \$42,597.55 |
| 129775 | Cargill Salt Division | 2902081495 | Deicer Salt Ice Cntrl | 101 | General Fund | \$11,065.14 |
| 129776 | Carr's Tree Service, Inc | 21579 SC | Remove Tree - Western St | 101 | General Fund | \$1,496.25 |
| 129777 | Center Point Energy | 8000014151-7 1/ | Gas December 2014 | 101 | General Fund | \$426.92 |
| 129777 | Center Point Energy | 8000014151-7 1/ | Gas December 2014 | 101 | General Fund | \$415.63 |
| 129777 | Center Point Energy | 8000014151-7 1/ | Gas December 2014 | 101 | General Fund | (\$123.42) |
| 129777 | Center Point Energy | 8000014151-7 1/ | Gas December 2014 | 101 | General Fund | \$2,115.68 |
| 129777 | Center Point Energy | 8000014151-7 1/ | Gas December 2014 | 101 | General Fund | \$400.18 |
| 129777 | Center Point Energy | 8000014151-7 1/ | Gas December 2014 | 101 | General Fund | \$3,541.28 |
| 129777 | Center Point Energy | 8000014151-7 1/ | Gas December 2014 | 101 | General Fund | \$400.18 |
| 129777 | Center Point Energy | 8000014151-7 1/ | Gas December 2014 | 101 | General Fund | \$2,572.53 |
| 129777 | Center Point Energy | 8000014151-7 1/ | Gas December 2014 | 101 | General Fund | \$519.97 |
| 129778 | CenturyLink | 7633230326-1/13 | Communications | 101 | General Fund | \$19.75 |
| 129778 | CenturyLink | 7634217730-1/10 | Communications | 101 | General Fund | \$133.16 |
| 129778 | CenturyLink | 7634213343-1/10 | Communications | 101 | General Fund | \$462.41 |
| 129778 | CenturyLink | 7633231091-1/13 | Communications | 101 | General Fund | \$197.67 |
| 129778 | CenturyLink | 7633230326-1/13 | Communications | 101 | General Fund | \$19.75 |
| 129778 | CenturyLink | 7634211903-1/10 | CenturyLink | 101 | General Fund | \$9.89 |
| 129778 | CenturyLink | 7634211903-1/10 | CenturyLink | 101 | General Fund | \$9.89 |
| 129778 | CenturyLink | 7634276646 1/16 | Communications | 101 | General Fund | \$151.73 |
| 129778 | CenturyLink | 7633233651-1/13 | Communications | 101 | General Fund | \$50.44 |
| 129779 | Chief Supply Corporation | 491610 | Supplies - Recorder holder | 101 | General Fund | \$36.95 |
| 129780 | Cintas | 470522434 | Mats | 101 | General Fund | \$129.51 |
| 129780 | Cintas | 470520759 | Supplies | 101 | General Fund | \$44.80 |

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| <i>Check #</i> | <i>Vendor Alpha Name</i> | <i>Invoice #</i> | <i>Description</i> | <i>Fund</i> | | <i>Amount</i> |
|----------------|------------------------------|------------------|-----------------------------|-------------|--------------|---------------|
| 129780 | Cintas | 470517504 | Uniform Service | 101 | General Fund | \$17.39 |
| 129780 | Cintas | 470520760 | Uniform Service | 101 | General Fund | \$17.38 |
| 129781 | City of Andover | 01/21/2015 | Electric/Lights for Signals | 101 | General Fund | \$60.01 |
| 129783 | CMT Diversified Janitorial S | 2295 | Cleaning Svc - Feb 2015 | 101 | General Fund | \$1,689.00 |
| 129785 | Comcast | 0226193 1/15/15 | Internet & Cable | 101 | General Fund | \$146.23 |
| 129786 | Commers The Water Comp | 91465 | Solar Salt | 101 | General Fund | \$60.00 |
| 129787 | Cottens Automotive | 092273 | Supplies | 101 | General Fund | \$40.00 |
| 129787 | Cottens Automotive | 091529 | Supplies | 101 | General Fund | \$5.54 |
| 129788 | Crabtree Companies Inc. | 129465 | Office Equipment Maint Jan | 101 | General Fund | \$7.03 |
| 129788 | Crabtree Companies Inc. | 129465 | Office Equipment Maint Jan | 101 | General Fund | \$37.35 |
| 129788 | Crabtree Companies Inc. | 129465 | Office Equipment Maint Jan | 101 | General Fund | \$118.82 |
| 129788 | Crabtree Companies Inc. | 129465 | Office Equipment Maint Jan | 101 | General Fund | \$50.59 |
| 129788 | Crabtree Companies Inc. | 129465 | Office Equipment Maint Jan | 101 | General Fund | \$178.28 |
| 129788 | Crabtree Companies Inc. | 129465 | Office Equipment Maint Jan | 101 | General Fund | \$64.26 |
| 129788 | Crabtree Companies Inc. | 129465 | Office Equipment Maint Jan | 101 | General Fund | \$53.02 |
| 129789 | Creative Product Sourcing, | 80619 | DARE Supplies | 101 | General Fund | \$248.52 |
| 129793 | Dalmatian Fire Suppression | 6542 - PARKS | Sprinkler System Monitorin | 101 | General Fund | \$516.00 |
| 129793 | Dalmatian Fire Suppression | 6542-CITY HALL | SPRINKLER MONITORIN | 101 | General Fund | \$516.00 |
| 129796 | Earl F. Andersen, Inc | 0106958-IN | Brackets | 101 | General Fund | \$418.90 |
| 129798 | ECM Publishers | 177325 | Resolution 2015-010 | 101 | General Fund | \$180.00 |
| 129798 | ECM Publishers | 177326 | Resolution 2015-009 | 101 | General Fund | \$163.13 |
| 129798 | ECM Publishers | 177329 | Resolution 2015-006 | 101 | General Fund | \$135.00 |
| 129798 | ECM Publishers | 177327 | Resolution 2015-008 | 101 | General Fund | \$90.00 |
| 129798 | ECM Publishers | 177324 | Resolution 2015-011 | 101 | General Fund | \$73.13 |
| 129798 | ECM Publishers | 177323 | Resolution 2015-005 | 101 | General Fund | \$78.75 |
| 129798 | ECM Publishers | 177322 | Advtsg - Misfits Saloon | 101 | General Fund | \$33.75 |
| 129798 | ECM Publishers | 177330 | Ordinance 2015-1580 | 101 | General Fund | \$95.63 |
| 129798 | ECM Publishers | 177328 | Resolution 2015-007 | 101 | General Fund | \$67.50 |
| 129800 | Elite Sanitation | 22279 | Portable Toilet Rentals | 101 | General Fund | \$228.00 |
| 129803 | Fastenal Company | MNTC8123469 | Supplies/Parts | 101 | General Fund | \$84.34 |
| 129803 | Fastenal Company | MNTC8123411 | Supplies | 101 | General Fund | \$29.14 |
| 129803 | Fastenal Company | MNTC8123534 | Parts | 101 | General Fund | \$212.85 |
| 129804 | FBI National Academy Ass | 27078 - 1/5/15 | Dues - P Johanson | 101 | General Fund | \$85.00 |

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| <i>Check #</i> | <i>Vendor Alpha Name</i> | <i>Invoice #</i> | <i>Description</i> | <i>Fund</i> | | <i>Amount</i> |
|----------------|---------------------------|------------------|----------------------------|-------------|--------------|---------------|
| 129805 | FINKEN WATER CENTER | 5762800-01/02/1 | Artesian Water | 101 | General Fund | \$230.35 |
| 129813 | Hennepin Technical Colleg | 328506 | Disaster Response Training | 101 | General Fund | \$122.50 |
| 129813 | Hennepin Technical Colleg | 328506 | Disaster Response Training | 101 | General Fund | \$105.00 |
| 129813 | Hennepin Technical Colleg | 328506 | Disaster Response Training | 101 | General Fund | \$17.50 |
| 129813 | Hennepin Technical Colleg | 328505 | Electrical Safety Class | 101 | General Fund | \$30.88 |
| 129813 | Hennepin Technical Colleg | 328507 | Right to Know Class | 101 | General Fund | \$108.63 |
| 129813 | Hennepin Technical Colleg | 328507 | Right to Know Class | 101 | General Fund | \$108.63 |
| 129813 | Hennepin Technical Colleg | 328507 | Right to Know Class | 101 | General Fund | \$18.10 |
| 129813 | Hennepin Technical Colleg | 328505 | Electrical Safety Class | 101 | General Fund | \$61.76 |
| 129823 | League of MN Cities | 211833 | PATROL Subscription | 101 | General Fund | \$2,550.00 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 101 | General Fund | \$23.80 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 101 | General Fund | \$84.38 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 101 | General Fund | \$28.05 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 101 | General Fund | \$46.18 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 101 | General Fund | \$19.41 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 101 | General Fund | \$17.76 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 101 | General Fund | \$51.94 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 101 | General Fund | \$21.93 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 101 | General Fund | \$66.72 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 101 | General Fund | \$16.96 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 101 | General Fund | \$49.04 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 101 | General Fund | \$119.04 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 101 | General Fund | \$24.25 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 101 | General Fund | \$20.95 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 101 | General Fund | \$682.77 |
| 129828 | Mediation Services | January 6, 2015 | 2015 Mediation Services | 101 | General Fund | \$1,886.00 |
| 129829 | Menard Cashway Lumber | 75825 | Supplies/Parts | 101 | General Fund | \$19.34 |
| 129829 | Menard Cashway Lumber | 75610 | Supplies/Parts | 101 | General Fund | \$44.72 |
| 129829 | Menard Cashway Lumber | 75797 | Supplies/Parts | 101 | General Fund | \$164.29 |
| 129829 | Menard Cashway Lumber | 75831 | Supplies/Parts | 101 | General Fund | \$109.83 |
| 129829 | Menard Cashway Lumber | 75886 | Supplies/Parts | 101 | General Fund | \$28.63 |
| 129829 | Menard Cashway Lumber | 76295 | Supplies | 101 | General Fund | \$25.50 |
| 129829 | Menard Cashway Lumber | 76315 | Parts | 101 | General Fund | \$14.54 |

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| Check # | Vendor Alpha Name | Invoice # | Description | Fund | | Amount |
|----------------|-----------------------------|------------------|-------------------------------|-------------|--------------|---------------|
| 129829 | Menard Cashway Lumber | 76316 | Parts | 101 | General Fund | \$17.51 |
| 129833 | Minnesota Sheriffs' Associa | 071110 | Sealing/Expungement of R | 101 | General Fund | \$140.00 |
| 129835 | MN Office of Enterprise Tec | W14120655 | State Phones | 101 | General Fund | \$20.99 |
| 129835 | MN Office of Enterprise Tec | W14120655 | State Phones | 101 | General Fund | \$61.73 |
| 129835 | MN Office of Enterprise Tec | W14120655 | State Phones | 101 | General Fund | \$24.69 |
| 129835 | MN Office of Enterprise Tec | W14120655 | State Phones | 101 | General Fund | \$24.69 |
| 129835 | MN Office of Enterprise Tec | W14120655 | State Phones | 101 | General Fund | \$24.69 |
| 129835 | MN Office of Enterprise Tec | W14120655 | State Phones | 101 | General Fund | \$74.07 |
| 129835 | MN Office of Enterprise Tec | W14120655 | State Phones | 101 | General Fund | \$18.52 |
| 129835 | MN Office of Enterprise Tec | W14120655 | State Phones | 101 | General Fund | \$34.89 |
| 129837 | Modern Heating & Air Cond | 37407 | Investigate Air - Mad Hatter | 101 | General Fund | \$281.00 |
| 129840 | Nextel Communications | 872559421-132 | Cell Phones 12/15/14 - 1/14 | 101 | General Fund | \$16.55 |
| 129840 | Nextel Communications | 872559421-132 | Cell Phones 12/15/14 - 1/14 | 101 | General Fund | \$546.66 |
| 129840 | Nextel Communications | 872559421-132 | Cell Phones 12/15/14 - 1/14 | 101 | General Fund | \$404.51 |
| 129840 | Nextel Communications | 872559421-132 | Cell Phones 12/15/14 - 1/14 | 101 | General Fund | \$16.55 |
| 129840 | Nextel Communications | 872559421-132 | Cell Phones 12/15/14 - 1/14 | 101 | General Fund | \$27.42 |
| 129841 | Northern Safety Technolog | 37780 | Vertex LED Light | 101 | General Fund | \$306.24 |
| 129842 | Northern Sanitary Supply | 172477 | Supplies-Liners, Etc | 101 | General Fund | \$211.16 |
| 129842 | Northern Sanitary Supply | 172476 | Supplies-Towels, Soap, Etc | 101 | General Fund | \$317.16 |
| 129842 | Northern Sanitary Supply | 172475 | Supplies-Towels, Tissue, et | 101 | General Fund | \$375.71 |
| 129843 | OfficeMax Incorporated | 806719 | Calendar | 101 | General Fund | \$9.20 |
| 129843 | OfficeMax Incorporated | 527328 | Office Supplies | 101 | General Fund | \$71.91 |
| 129843 | OfficeMax Incorporated | 527328 | Office Supplies | 101 | General Fund | \$15.63 |
| 129843 | OfficeMax Incorporated | 524681 | Supplies | 101 | General Fund | \$74.82 |
| 129843 | OfficeMax Incorporated | 261804 | Office Supplies | 101 | General Fund | \$9.20 |
| 129843 | OfficeMax Incorporated | 261804 | Office Supplies | 101 | General Fund | \$98.05 |
| 129843 | OfficeMax Incorporated | 806719 | Receipt Books | 101 | General Fund | \$9.36 |
| 129843 | OfficeMax Incorporated | 805326 | Paper, toners, CD-R, etc | 101 | General Fund | \$1,554.41 |
| 129843 | OfficeMax Incorporated | 806719 | Receipt Books | 101 | General Fund | \$48.72 |
| 129843 | OfficeMax Incorporated | 806719 | Calculator ribbons, binder cl | 101 | General Fund | \$45.56 |
| 129843 | OfficeMax Incorporated | 258812 | Office Supplies - Toner | 101 | General Fund | \$193.93 |
| 129848 | Presto Graphics | 51627 | DARE Certificates | 101 | General Fund | \$176.44 |
| 129848 | Presto Graphics | 51722 | Senior Times Newsletter | 101 | General Fund | \$245.06 |

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| <i>Check #</i> | <i>Vendor Alpha Name</i> | <i>Invoice #</i> | <i>Description</i> | <i>Fund</i> | | <i>Amount</i> |
|-------------------|------------------------------|------------------|----------------------------|-------------|---------------------|---------------|
| 129849 | Professional Beverage Syst | 34500 | Clean / Repair tank | 101 | General Fund | \$288.65 |
| 129853 | S & T Office Products, Inc. | 1QT6005 | Desktop Calculator | 101 | General Fund | \$102.66 |
| 129856 | Short Elliott Hendrickson In | 292051 | Annual Bridge Inspections | 101 | General Fund | \$1,357.96 |
| 129857 | Sirchie Finger Print Laborat | 0192480-IN | Supplies | 101 | General Fund | \$175.75 |
| 129860 | Stop Tech Ltd. | T0041986-IN | Cord Reel | 101 | General Fund | \$94.00 |
| 129861 | Streicher's | I1133105 | Aerosol Irritant | 101 | General Fund | \$398.49 |
| 129861 | Streicher's | I1132507 | Drug Test Kits | 101 | General Fund | \$539.80 |
| 129861 | Streicher's | I1131569 | Supplies - Glove/Pager Hol | 101 | General Fund | \$25.99 |
| 129861 | Streicher's | I1132224 | Supplies | 101 | General Fund | \$174.93 |
| 129863 | The Courier | 68761 | AdvtsG Anoka Winterfest | 101 | General Fund | \$180.00 |
| 129865 | TimeSaver Off Site Sec. | M21056 | City Council Mtg 1/5/15 | 101 | General Fund | \$322.60 |
| 129865 | TimeSaver Off Site Sec. | M21032 | Planning Comm Mtg 1/6/15 | 101 | General Fund | \$199.00 |
| 129865 | TimeSaver Off Site Sec. | M21033 | Econ Dev Mtg 1/8/15 | 101 | General Fund | \$166.00 |
| 129869 | University of MN | 188902 - 1/22/15 | Shade Tree Course | 101 | General Fund | \$370.00 |
| 129871 | USPCA Region 12 | 1/21/15 | Register G Walker | 101 | General Fund | \$60.00 |
| 129871 | USPCA Region 12 | 1/21/2015 | Registration G Walker | 101 | General Fund | \$110.00 |
| Fund Total | | | | | | \$93,786.13 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 225 | Cemetery | \$17.76 |
| Fund Total | | | | | | \$17.76 |
| 129782 | City of Roseville | 0219756 | Parking Ramp Equipment | 260 | Parking | \$190.75 |
| Fund Total | | | | | | \$190.75 |
| 509 | US Bank | 803002000-2/1/1 | Bond 2010A GO Pub Fac R | 302 | Public Safety Bonds | \$33,573.75 |
| 509 | US Bank | 803002000-2/1/1 | Bond 2010A GO Pub Fac R | 302 | Public Safety Bonds | \$320,000.00 |
| Fund Total | | | | | | \$353,573.75 |
| 510 | US Bank | 802315900-2/1/1 | US Bank | 305 | 2008A Debt | \$54,150.00 |
| 510 | US Bank | 802315900-2/1/1 | US Bank | 305 | 2008A Debt | \$19,122.07 |
| Fund Total | | | | | | \$73,272.07 |
| 508 | US Bank | 801980000-2/1/1 | Bond 2006A GO Tax Incre | 379 | 2006A TIF Bonds Ra | \$125,000.00 |
| 508 | US Bank | 801980000-2/1/1 | Bond 2006A GO Tax Incre | 379 | 2006A TIF Bonds Ra | \$154,771.25 |
| Fund Total | | | | | | \$279,771.25 |
| 129772 | Boe Ornamental Iron, Inc. | 21762 | Hand Rails | 485 | Enterprise Park | \$11,675.00 |
| Fund Total | | | | | | \$11,675.00 |
| 129730 | Misc Vendor | 00020150127475 | 01-051050-02 | 600 | Electric | \$194.80 |

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| <i>Check #</i> | <i>Vendor Alpha Name</i> | <i>Invoice #</i> | <i>Description</i> | <i>Fund</i> | | <i>Amount</i> |
|----------------|--------------------------|------------------|----------------------------|-------------|----------|---------------|
| 129731 | Misc Vendor | 00020150127475 | 01-180150-14 | 600 | Electric | \$148.88 |
| 129732 | Misc Vendor | 00020150127475 | 01-194250-00 | 600 | Electric | \$196.73 |
| 129733 | Misc Vendor | 00020150127475 | 01-265200-02 | 600 | Electric | \$500.00 |
| 129734 | Misc Vendor | 00020150127475 | 01-284450-14 | 600 | Electric | \$106.83 |
| 129735 | Misc Vendor | 00020150127476 | 01-301900-03 | 600 | Electric | \$91.61 |
| 129736 | Misc Vendor | 00020150127476 | 01-503520-04 | 600 | Electric | \$53.79 |
| 129737 | Misc Vendor | 00020150127476 | 01-551340-10 | 600 | Electric | \$119.20 |
| 129738 | Misc Vendor | 00020150127476 | 01-558480-03 | 600 | Electric | \$64.00 |
| 129739 | Misc Vendor | 00020150127476 | 02-232000-04 | 600 | Electric | \$65.76 |
| 129740 | Misc Vendor | 00020150127476 | 04-026760-01 | 600 | Electric | \$13.84 |
| 129741 | Misc Vendor | 00020150127476 | 04-032400-04 | 600 | Electric | \$33.10 |
| 129742 | Misc Vendor | 00020150127476 | 04-172070-05 | 600 | Electric | \$15.70 |
| 129743 | Misc Vendor | 00020150127476 | 04-244650-01 | 600 | Electric | \$78.50 |
| 129744 | Misc Vendor | 00020150127476 | 13-075470-01 | 600 | Electric | \$18.97 |
| 129745 | Misc Vendor | 00020150127477 | 13-142160-04 | 600 | Electric | \$63.61 |
| 129746 | Misc Vendor | 00020150127477 | 13-143520-32 | 600 | Electric | \$14.12 |
| 129747 | Misc Vendor | 00020150127477 | 13-155480-05 | 600 | Electric | \$105.43 |
| 129748 | Misc Vendor | 00020150127477 | 13-726650-02 | 600 | Electric | \$35.00 |
| 129749 | Misc Vendor | 00020150127477 | 13-726730-04 | 600 | Electric | \$26.55 |
| 129750 | Misc Vendor | 00020150127477 | 21-332500-22 | 600 | Electric | \$128.29 |
| 129751 | Misc Vendor | 00020150127477 | 21-354100-33 | 600 | Electric | \$17.14 |
| 129752 | Misc Vendor | 00020150127477 | 21-387970-05 | 600 | Electric | \$62.36 |
| 129753 | Misc Vendor | 00020150127477 | 21-601670-03 | 600 | Electric | \$109.36 |
| 129754 | Misc Vendor | 00020150127477 | 21-607580-04 | 600 | Electric | \$36.88 |
| 129755 | Misc Vendor | 00020150128478 | 02-071760-04 | 600 | Electric | \$2,025.00 |
| 129765 | Auto Zone Credit Plan | 3080859554 | Supplies | 600 | Electric | \$5.13 |
| 129776 | Carr's Tree Service, Inc | 87320 | Tree Service | 600 | Electric | \$1,151.94 |
| 129777 | Center Point Energy | 8000014151-7 1/ | Gas December 2014 | 600 | Electric | \$2,136.22 |
| 129778 | CenturyLink | 7634211903-1/10 | CenturyLink | 600 | Electric | \$9.89 |
| 129788 | Crabtree Companies Inc. | 129465 | Office Equipment Maint Jan | 600 | Electric | \$18.67 |
| 129788 | Crabtree Companies Inc. | 129465 | Office Equipment Maint Jan | 600 | Electric | \$20.58 |
| 129806 | First-Shred | 136855 | 1 Executive Bin | 600 | Electric | \$31.80 |
| 129806 | First-Shred | 135294 | Executive Bin | 600 | Electric | \$31.80 |

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| <i>Check #</i> | <i>Vendor Alpha Name</i> | <i>Invoice #</i> | <i>Description</i> | <i>Fund</i> | | <i>Amount</i> |
|-------------------|-------------------------------|------------------|-----------------------------|-------------|----------|---------------|
| 129810 | Great River Energy | DA1412A235 | Enterprise Park Substation | 600 | Electric | \$2,171.58 |
| 129810 | Great River Energy | M871670 | Service - Enterprise Park | 600 | Electric | \$404.00 |
| 129810 | Great River Energy | M872574 | Service - Crooked lake | 600 | Electric | \$404.00 |
| 129810 | Great River Energy | M872595 | Service - Champlin Municip | 600 | Electric | \$404.00 |
| 129813 | Hennepin Technical Colleg | 328506 | Disaster Response Training | 600 | Electric | \$17.50 |
| 129813 | Hennepin Technical Colleg | 328505 | Electrical Safety Class | 600 | Electric | \$30.88 |
| 129813 | Hennepin Technical Colleg | 328506 | Disaster Response Training | 600 | Electric | \$157.50 |
| 129813 | Hennepin Technical Colleg | 328507 | Right to Know Class | 600 | Electric | \$18.10 |
| 129813 | Hennepin Technical Colleg | 328507 | Right to Know Class | 600 | Electric | \$144.84 |
| 129813 | Hennepin Technical Colleg | 328505 | Electrical Safety Class | 600 | Electric | \$247.08 |
| 129815 | Impact | 97905 | LED Bulb Inserts | 600 | Electric | \$319.95 |
| 129815 | Impact | 98043 | Mail Prep | 600 | Electric | \$6,601.92 |
| 129816 | Interstate All Battery Center | 1901201002511 | 7.2V Battery | 600 | Electric | \$29.99 |
| 129818 | J.H. Larson Electric Compa | S100837833.001 | Parts | 600 | Electric | \$70.58 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 600 | Electric | \$277.43 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 600 | Electric | \$59.04 |
| 129827 | McClellan Sales | 00063478 | Paint Marking | 600 | Electric | \$78.00 |
| 129829 | Menard Cashway Lumber | 76483 | Supplies | 600 | Electric | \$41.94 |
| 129829 | Menard Cashway Lumber | 75967 CM | Parts | 600 | Electric | (\$27.47) |
| 129829 | Menard Cashway Lumber | 76214 | Parts | 600 | Electric | \$27.47 |
| 129829 | Menard Cashway Lumber | 75614 | Supplies | 600 | Electric | \$34.95 |
| 129834 | MN Municipal Utilities Asso | 44426 | Dues - 2015 Elec Utility | 600 | Electric | \$26,535.00 |
| 129835 | MN Office of Enterprise Tec | W14120655 | State Phones | 600 | Electric | \$18.52 |
| 129835 | MN Office of Enterprise Tec | W14120655 | State Phones | 600 | Electric | \$74.07 |
| 129835 | MN Office of Enterprise Tec | W14120655 | State Phones | 600 | Electric | \$592.54 |
| 129840 | Nextel Communications | 872559421-132 | Cell Phones 12/15/14 - 1/14 | 600 | Electric | \$50.99 |
| 129840 | Nextel Communications | 872559421-132 | Cell Phones 12/15/14 - 1/14 | 600 | Electric | \$16.82 |
| 129840 | Nextel Communications | 872559421-132 | Cell Phones 12/15/14 - 1/14 | 600 | Electric | \$282.96 |
| 129866 | Total Tool Supply | 01987372 | Supplies - Blade Guide | 600 | Electric | \$155.96 |
| 129870 | USIC Locating Services, In | 109182 | Locates - December 2014 | 600 | Electric | \$896.10 |
| Fund Total | | | | | | \$47,867.72 |
| 507 | US Bank | 802568500-1/28/ | Bond 2009A GO Water Rev | 601 | Water | \$210,000.00 |
| 507 | US Bank | 802568500-1/28/ | Bond 2009A GO Water Rev | 601 | Water | \$9,225.00 |

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| Check # | Vendor Alpha Name | Invoice # | Description | Fund | | Amount |
|-------------------|------------------------------|------------------|------------------------------|-------------|-----------------|---------------|
| 129777 | Center Point Energy | 8000014151-7 1/ | Gas December 2014 | 601 | Water | \$3,152.11 |
| 129778 | CenturyLink | 7634211903-1/10 | CenturyLink | 601 | Water | \$9.89 |
| 129780 | Cintas | 470520751 | Uniforms | 601 | Water | \$92.28 |
| 129798 | ECM Publishers | 177762 | Sewer/Water Main | 601 | Water | \$631.80 |
| 129812 | Hawkins Water Treatment | 3685323 | Chemicals | 601 | Water | \$3,223.30 |
| 129813 | Hennepin Technical Colleg | 328506 | Disaster Response Training | 601 | Water | \$35.00 |
| 129813 | Hennepin Technical Colleg | 328505 | Electrical Safety Class | 601 | Water | \$92.64 |
| 129813 | Hennepin Technical Colleg | 328507 | Right to Know Class | 601 | Water | \$54.30 |
| 129814 | Hirshfield's Inc | 22061871 | Paint | 601 | Water | \$897.00 |
| 129814 | Hirshfield's Inc | 22061637 | Acetone | 601 | Water | \$39.98 |
| 129814 | Hirshfield's Inc | 19046699 | Rustoleum | 601 | Water | \$158.79 |
| 129814 | Hirshfield's Inc | 28028343 | Paint | 601 | Water | \$511.40 |
| 129814 | Hirshfield's Inc | 22061191 | Supplies | 601 | Water | \$672.75 |
| 129814 | Hirshfield's Inc | 22061360 | Tip 415 | 601 | Water | \$30.64 |
| 129814 | Hirshfield's Inc | 28028459 | Paint | 601 | Water | \$843.40 |
| 129814 | Hirshfield's Inc | 28028549 | Paint | 601 | Water | \$454.96 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 601 | Water | \$63.73 |
| 129829 | Menard Cashway Lumber | 75734-01/15 | Supplies | 601 | Water | \$8.64 |
| 129829 | Menard Cashway Lumber | 76296 | Supplies | 601 | Water | \$109.10 |
| 129831 | Metering & Technology Sol | 2668 | Parts | 601 | Water | \$326.19 |
| 129835 | MN Office of Enterprise Tec | W14120655 | State Phones | 601 | Water | \$18.52 |
| 129856 | Short Elliott Hendrickson In | 292660 | Well 1 & 2 Cont Investigatio | 601 | Water | \$2,016.69 |
| 129870 | USIC Locating Services, In | 109200 | Locates 12/1/14 - 12/31/14 | 601 | Water | \$406.00 |
| 129872 | Verizon Wireless | 9738199990 | Communications 12/3/14-1 | 601 | Water | \$70.04 |
| 129874 | Water Laboratories Inc | 15A-081 | Coliform Bacteria Test | 601 | Water | \$150.00 |
| 129874 | Water Laboratories Inc | 15A-080 | Coliform Bacteria Test | 601 | Water | \$150.00 |
| Fund Total | | | | | | \$233,444.15 |
| 129777 | Center Point Energy | 8000014151-7 1/ | Gas December 2014 | 602 | Sewer Treatment | \$400.18 |
| 129778 | CenturyLink | 7634211903-1/10 | CenturyLink | 602 | Sewer Treatment | \$9.89 |
| 129780 | Cintas | 470517494 | Uniforms | 602 | Sewer Treatment | \$90.23 |
| 129803 | Fastenal Company | MNTC8123668 | Supplies | 602 | Sewer Treatment | \$2.48 |
| 129807 | Flexible Pipe & Tool Compa | 18233 | Supplies - Root Knife | 602 | Sewer Treatment | \$165.00 |
| 129813 | Hennepin Technical Colleg | 328505 | Electrical Safety Class | 602 | Sewer Treatment | \$61.76 |

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| Check # | Vendor Alpha Name | Invoice # | Description | Fund | Amount |
|-------------------|-------------------------------|------------------|----------------------------|-------------|------------------------------|
| 129813 | Hennepin Technical Colleg | 328506 | Disaster Response Training | 602 | Sewer Treatment \$35.00 |
| 129813 | Hennepin Technical Colleg | 328507 | Right to Know Class | 602 | Sewer Treatment \$36.20 |
| 129816 | Interstate All Battery Center | 1901202001199 | 3V w/plug | 602 | Sewer Treatment \$47.80 |
| 129817 | Interstate Disposal | 6233 | Rubbish Hauling | 602 | Sewer Treatment \$169.06 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 602 | Sewer Treatment \$28.89 |
| 129829 | Menard Cashway Lumber | 76595 | Pump | 602 | Sewer Treatment \$54.83 |
| 129832 | Metro Council Environment | 1039788 | Waste Water Svc - Feb 201 | 602 | Sewer Treatment \$103,836.75 |
| 129835 | MN Office of Enterprise Tec | W14120655 | State Phones | 602 | Sewer Treatment \$18.52 |
| 129870 | USIC Locating Services, In | 109200 | Locates 12/1/14 - 12/31/14 | 602 | Sewer Treatment \$406.00 |
| Fund Total | | | | | \$105,362.59 |
| 129756 | Adams Pest Control | 948073 | Pest Control Monthly Svc # | 609 | Liquor Stores \$21.39 |
| 129756 | Adams Pest Control | 948074 | Pest Control Monthly Svc # | 609 | Liquor Stores \$23.39 |
| 129757 | American Bottling Compan | 2449812865 | Merchandise for Resale | 609 | Liquor Stores \$106.80 |
| 129761 | Aramark | 629-8150989 | Bldg Maint | 609 | Liquor Stores \$39.37 |
| 129761 | Aramark | 629-8151435 | Bldg Maint | 609 | Liquor Stores \$40.92 |
| 129761 | Aramark | 629-8150989 | Soap | 609 | Liquor Stores \$6.16 |
| 129762 | Artisan Beer Company | 3013515 | Merchandise for Resale | 609 | Liquor Stores \$50.75 |
| 129767 | Becsom Corporation | 140369 | Repair Roof Leak | 609 | Liquor Stores \$200.00 |
| 129768 | Bellboy Corporation | 46523400 | Freight | 609 | Liquor Stores \$7.75 |
| 129768 | Bellboy Corporation | 46533400 | Merchandise for Resale | 609 | Liquor Stores \$96.00 |
| 129768 | Bellboy Corporation | 46523400 | Merchandise for Resale | 609 | Liquor Stores \$20.95 |
| 129768 | Bellboy Corporation | 46533400 | Freight | 609 | Liquor Stores \$1.55 |
| 129768 | Bellboy Corporation | 46523400 | Merchandise for Resale | 609 | Liquor Stores \$369.88 |
| 129768 | Bellboy Corporation | 91415700 | Merchandise for Resale | 609 | Liquor Stores \$60.00 |
| 129768 | Bellboy Corporation | 46523300 | Merchandise for Resale | 609 | Liquor Stores \$20.95 |
| 129768 | Bellboy Corporation | 46523300 | Merchandise for Resale | 609 | Liquor Stores \$227.70 |
| 129768 | Bellboy Corporation | 46523300 | Freight | 609 | Liquor Stores \$6.20 |
| 129770 | Bernick's | 191074 | Merchandise for Resale | 609 | Liquor Stores (\$1.67) |
| 129770 | Bernick's | 191075 | Merchandise for Resale | 609 | Liquor Stores \$640.69 |
| 129773 | Boom Island Brewing Comp | 3163 | Merchandise for Resale | 609 | Liquor Stores \$361.00 |
| 129777 | Center Point Energy | 8000014151-7 1/ | Gas December 2014 | 609 | Liquor Stores \$264.73 |
| 129777 | Center Point Energy | 8000014151-7 1/ | Gas December 2014 | 609 | Liquor Stores \$429.24 |
| 129778 | CenturyLink | 7634213070-1/10 | Communications | 609 | Liquor Stores \$65.93 |

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| <i>Check #</i> | <i>Vendor Alpha Name</i> | <i>Invoice #</i> | <i>Description</i> | <i>Fund</i> | | <i>Amount</i> |
|----------------|---------------------------|------------------|-----------------------------|-------------|---------------|---------------|
| 129778 | CenturyLink | 7634271821 1/16 | Communications | 609 | Liquor Stores | \$63.90 |
| 129784 | Coca-Cola Bottling Compan | 168092414 | Merchandise for Resale | 609 | Liquor Stores | \$251.78 |
| 129784 | Coca-Cola Bottling Compan | 168092415 | Merchandise for Resale | 609 | Liquor Stores | (\$7.74) |
| 129785 | Comcast | 0231342-1/13/15 | Internet Svc | 609 | Liquor Stores | \$78.72 |
| 129791 | Dahlheimer Dist Company I | 1140308 | Merchandise for Resale | 609 | Liquor Stores | \$84.00 |
| 129791 | Dahlheimer Dist Company I | 1143230 | Merchandise for Resale | 609 | Liquor Stores | \$512.00 |
| 129791 | Dahlheimer Dist Company I | 1140361 | Merchandise for Resale | 609 | Liquor Stores | \$159.50 |
| 129791 | Dahlheimer Dist Company I | 1140358 | Merchandise for Resale | 609 | Liquor Stores | \$3,901.55 |
| 129791 | Dahlheimer Dist Company I | 1140306 | Merchandise for Resale | 609 | Liquor Stores | \$3,695.45 |
| 129791 | Dahlheimer Dist Company I | 1140299 | Merchandise for Resale | 609 | Liquor Stores | \$3,412.60 |
| 129791 | Dahlheimer Dist Company I | 103538 | Merchandise for Resale | 609 | Liquor Stores | \$103.10 |
| 129791 | Dahlheimer Dist Company I | 103207 | Merchandise for Resale | 609 | Liquor Stores | \$17.60 |
| 129791 | Dahlheimer Dist Company I | 103142 | Merchandise for Resale | 609 | Liquor Stores | \$18.00 |
| 129791 | Dahlheimer Dist Company I | 103139 | Merchandise for Resale | 609 | Liquor Stores | \$18.00 |
| 129791 | Dahlheimer Dist Company I | 102969 | Corr Inv 1140299 | 609 | Liquor Stores | \$18.00 |
| 129791 | Dahlheimer Dist Company I | 1140369 CM | Merchandise for Resale | 609 | Liquor Stores | (\$52.80) |
| 129791 | Dahlheimer Dist Company I | 1140362 CM | Merchandise for Resale | 609 | Liquor Stores | (\$11.20) |
| 129791 | Dahlheimer Dist Company I | 103728cr | Merchandise for Resale | 609 | Liquor Stores | (\$57.60) |
| 129791 | Dahlheimer Dist Company I | 102919 CM | Merchandise for Resale | 609 | Liquor Stores | (\$56.00) |
| 129791 | Dahlheimer Dist Company I | 103321 CM | Merchandise for Resale | 609 | Liquor Stores | (\$43.20) |
| 129791 | Dahlheimer Dist Company I | 1140360 | Merchandise for Resale | 609 | Liquor Stores | \$4,617.95 |
| 129794 | Day Distributing Company | 785849 | Merchandise for Resale | 609 | Liquor Stores | \$254.55 |
| 129794 | Day Distributing Company | 784996 | Merchandise for Resale | 609 | Liquor Stores | \$2,117.65 |
| 129794 | Day Distributing Company | 785854 | Merchandise for Resale | 609 | Liquor Stores | \$393.50 |
| 129794 | Day Distributing Company | 786732 | Merchandise for Resale | 609 | Liquor Stores | \$1,749.30 |
| 129794 | Day Distributing Company | 786740 | Merchandise for Resale | 609 | Liquor Stores | \$546.30 |
| 129794 | Day Distributing Company | 784990 | Merchandise for Resale | 609 | Liquor Stores | \$373.00 |
| 129798 | ECM Publishers | 177761 | Advtsg - Better Value Liquo | 609 | Liquor Stores | \$244.12 |
| 129798 | ECM Publishers | 177761 | Advtsg - | 609 | Liquor Stores | \$244.13 |
| 129798 | ECM Publishers | 178615 | Flyers - Better Value | 609 | Liquor Stores | \$8.02 |
| 129798 | ECM Publishers | 180468 | Flyers - Better Values Sale | 609 | Liquor Stores | \$8.01 |
| 129798 | ECM Publishers | 180468 | Flyers - Better Values Sale | 609 | Liquor Stores | \$8.02 |
| 129798 | ECM Publishers | 178615 | Flyers - Better Value | 609 | Liquor Stores | \$8.01 |

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| <i>Check #</i> | <i>Vendor Alpha Name</i> | <i>Invoice #</i> | <i>Description</i> | <i>Fund</i> | | <i>Amount</i> |
|----------------|-------------------------------|------------------|---------------------------|-------------|---------------|---------------|
| 129801 | Extreme Beverage | 342-362 | Merchandise for Resale | 609 | Liquor Stores | \$31.40 |
| 129801 | Extreme Beverage | W-1099411 | Merchandise for Resale | 609 | Liquor Stores | \$66.30 |
| 129809 | Granite City Jobbing Co. | 842913 | Merchandise for Resale | 609 | Liquor Stores | \$102.75 |
| 129809 | Granite City Jobbing Co. | 842913 | Merchandise for Resale | 609 | Liquor Stores | \$140.38 |
| 129809 | Granite City Jobbing Co. | 842178 | Merchandise for Resale | 609 | Liquor Stores | \$49.42 |
| 129809 | Granite City Jobbing Co. | 842912 | Merchandise for Resale | 609 | Liquor Stores | \$137.60 |
| 129809 | Granite City Jobbing Co. | 842891 | Return Merchandise | 609 | Liquor Stores | (\$71.14) |
| 129809 | Granite City Jobbing Co. | 842914 | Merchandise for Resale | 609 | Liquor Stores | \$344.00 |
| 129809 | Granite City Jobbing Co. | 842913 | Merchandise for Resale | 609 | Liquor Stores | \$2,101.37 |
| 129819 | J.J. Taylor Distributing Co o | 609 | Merchandise for Resale | 609 | Liquor Stores | \$501.60 |
| 129819 | J.J. Taylor Distributing Co o | 609 | Delivery Charge | 609 | Liquor Stores | \$3.00 |
| 129820 | Johnson Bros Wholesale Li | 5067796 | Merchandise for Resale | 609 | Liquor Stores | \$497.80 |
| 129820 | Johnson Bros Wholesale Li | 5067795 | Merchandise for Resale | 609 | Liquor Stores | \$6,136.65 |
| 129820 | Johnson Bros Wholesale Li | 5067794 | Merchandise for Resale | 609 | Liquor Stores | \$99.06 |
| 129820 | Johnson Bros Wholesale Li | 5067793 | Merchandise for Resale | 609 | Liquor Stores | \$710.30 |
| 129820 | Johnson Bros Wholesale Li | 5067797 | Merchandise for Resale | 609 | Liquor Stores | \$402.56 |
| 129820 | Johnson Bros Wholesale Li | 510958 CM | Merchandise for Resale | 609 | Liquor Stores | (\$2.67) |
| 129820 | Johnson Bros Wholesale Li | 511408 CM | Merchandise for Resale | 609 | Liquor Stores | (\$4.17) |
| 129820 | Johnson Bros Wholesale Li | 5072709 | Merchandise for Resale | 609 | Liquor Stores | \$2,787.00 |
| 129820 | Johnson Bros Wholesale Li | 5072711 | Merchandise for Resale | 609 | Liquor Stores | \$30.25 |
| 129820 | Johnson Bros Wholesale Li | 5072712 | Merchandise for Resale | 609 | Liquor Stores | \$205.79 |
| 129820 | Johnson Bros Wholesale Li | 5072705 | Merchandise for Resale | 609 | Liquor Stores | \$1,463.20 |
| 129820 | Johnson Bros Wholesale Li | 5072706 | Merchandise for Resale | 609 | Liquor Stores | \$60.50 |
| 129820 | Johnson Bros Wholesale Li | 5072704 | Merchandise for Resale | 609 | Liquor Stores | \$3,132.25 |
| 129820 | Johnson Bros Wholesale Li | 510845 CM | Merchandise for Resale | 609 | Liquor Stores | (\$52.00) |
| 129820 | Johnson Bros Wholesale Li | 510844 CM | Merchandise for Resale | 609 | Liquor Stores | (\$125.24) |
| 129820 | Johnson Bros Wholesale Li | 5067792 | Merchandise for Resale | 609 | Liquor Stores | \$3,545.80 |
| 129820 | Johnson Bros Wholesale Li | 510843 CM | Merchandise for Resale | 609 | Liquor Stores | (\$24.84) |
| 129820 | Johnson Bros Wholesale Li | 5072710 | Merchandise for Resale | 609 | Liquor Stores | \$1,103.85 |
| 129820 | Johnson Bros Wholesale Li | 5072708 | Merchandise for Resale | 609 | Liquor Stores | \$205.79 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 609 | Liquor Stores | \$39.84 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 609 | Liquor Stores | \$32.89 |
| 129825 | M. Amundson LLP | 188724 | Merchandise for Resale | 609 | Liquor Stores | \$58.20 |

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| <i>Check #</i> | <i>Vendor Alpha Name</i> | <i>Invoice #</i> | <i>Description</i> | <i>Fund</i> | | <i>Amount</i> |
|----------------|-----------------------------|------------------|---------------------------|-------------|---------------|---------------|
| 129825 | M. Amundson LLP | 188724 | Merchandise for Resale | 609 | Liquor Stores | \$719.62 |
| 129835 | MN Office of Enterprise Tec | W14120655 | State Phones | 609 | Liquor Stores | \$63.83 |
| 129835 | MN Office of Enterprise Tec | W14120655 | State Phones | 609 | Liquor Stores | \$63.83 |
| 129839 | My Alarm Center | 5064682 | Monitoring Feb - Apr 2015 | 609 | Liquor Stores | \$268.45 |
| 129843 | OfficeMax Incorporated | 527328 | Office Supplies | 609 | Liquor Stores | \$62.03 |
| 129843 | OfficeMax Incorporated | 261804 | Office Supplies | 609 | Liquor Stores | \$12.83 |
| 129843 | OfficeMax Incorporated | 536828 | Supplies | 609 | Liquor Stores | \$12.83 |
| 129844 | Paustis & Sons | 8482867-IN | Merchandise for Resale | 609 | Liquor Stores | \$16.25 |
| 129844 | Paustis & Sons | 8482867-IN | Merchandise for Resale | 609 | Liquor Stores | \$1,205.00 |
| 129844 | Paustis & Sons | 8482871-IN | Merchandise for Resale | 609 | Liquor Stores | \$791.00 |
| 129844 | Paustis & Sons | 8482871-IN | Merchandise for Resale | 609 | Liquor Stores | \$11.25 |
| 129844 | Paustis & Sons | 8483025-IN | Merchandise for Resale | 609 | Liquor Stores | \$7.00 |
| 129844 | Paustis & Sons | 8483025-IN | Merchandise for Resale | 609 | Liquor Stores | \$308.00 |
| 129845 | Pepsi Cola | 45077253 | Merchandise for Resale | 609 | Liquor Stores | \$46.70 |
| 129846 | Phillips Wine & Spirits | 2725819 | Merchandise for Resale | 609 | Liquor Stores | \$310.14 |
| 129846 | Phillips Wine & Spirits | 2725818 | Merchandise for Resale | 609 | Liquor Stores | \$370.50 |
| 129846 | Phillips Wine & Spirits | 2725820 | Merchandise for Resale | 609 | Liquor Stores | \$160.00 |
| 129846 | Phillips Wine & Spirits | 2729152 | Merchandise for Resale | 609 | Liquor Stores | \$1,852.05 |
| 129846 | Phillips Wine & Spirits | 2725817 | Merchandise for Resale | 609 | Liquor Stores | \$1,798.75 |
| 129846 | Phillips Wine & Spirits | 2729153 | Merchandise for Resale | 609 | Liquor Stores | \$98.00 |
| 129846 | Phillips Wine & Spirits | 2729154 | Merchandise for Resale | 609 | Liquor Stores | \$848.10 |
| 129846 | Phillips Wine & Spirits | 2729155 | Phillips Wine & Spirits | 609 | Liquor Stores | \$85.00 |
| 129846 | Phillips Wine & Spirits | 2725821 | Merchandise for Resale | 609 | Liquor Stores | \$1,888.75 |
| 129848 | Presto Graphics | 51719 | Football Flyers | 609 | Liquor Stores | \$21.04 |
| 129848 | Presto Graphics | 51719 | Football Flyers | 609 | Liquor Stores | \$21.03 |
| 129848 | Presto Graphics | 51664 | Football Flyers | 609 | Liquor Stores | \$42.07 |
| 129848 | Presto Graphics | 51664 | Football Flyers | 609 | Liquor Stores | \$42.06 |
| 129850 | RJM Distributing Inc. | IND005965 | Merchandise for Resale | 609 | Liquor Stores | \$11.25 |
| 129850 | RJM Distributing Inc. | IND005963 | Merchandise for Resale | 609 | Liquor Stores | \$59.95 |
| 129858 | Southern Wine & Spirits of | 1245914 | Merchandise for Resale | 609 | Liquor Stores | \$1,598.51 |
| 129858 | Southern Wine & Spirits of | 1245913 | Merchandise for Resale | 609 | Liquor Stores | \$1,539.91 |
| 129858 | Southern Wine & Spirits of | 1243614 | Merchandise for Resale | 609 | Liquor Stores | \$108.00 |
| 129858 | Southern Wine & Spirits of | 1243613 | Merchandise for Resale | 609 | Liquor Stores | \$476.77 |

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| Check # | Vendor Alpha Name | Invoice # | Description | Fund | | Amount |
|-------------------|----------------------------|-----------------|----------------------------|------|---------------|-------------|
| 129858 | Southern Wine & Spirits of | 1243612 | Merchandise for Resale | 609 | Liquor Stores | \$212.00 |
| 129858 | Southern Wine & Spirits of | 1245915 | Merchandise for Resale | 609 | Liquor Stores | \$418.00 |
| 129858 | Southern Wine & Spirits of | 1245916 | Merchandise for Resale | 609 | Liquor Stores | \$914.75 |
| 129858 | Southern Wine & Spirits of | 1243611 | Merchandise for Resale | 609 | Liquor Stores | \$1,434.05 |
| 129858 | Southern Wine & Spirits of | 9049563 CM | Merchandise for Resale | 609 | Liquor Stores | (\$36.00) |
| 129858 | Southern Wine & Spirits of | 9049168 CM | Merchandise for Resale | 609 | Liquor Stores | (\$80.00) |
| 129858 | Southern Wine & Spirits of | 9049562 CM | Merchandise for Resale | 609 | Liquor Stores | (\$45.00) |
| 129864 | Thorpe Dist. Company | 870146 | Merchandise for Resale | 609 | Liquor Stores | \$156.25 |
| 129864 | Thorpe Dist. Company | 00716412 CM | Merchandise for Resale | 609 | Liquor Stores | (\$71.61) |
| 129864 | Thorpe Dist. Company | 00716410 CM | Merchandise for Resale | 609 | Liquor Stores | (\$7.37) |
| 129864 | Thorpe Dist. Company | 870147 | Merchandise for Resale | 609 | Liquor Stores | \$2,584.65 |
| 129864 | Thorpe Dist. Company | 870148 | Merchandise for Resale | 609 | Liquor Stores | \$1,295.40 |
| 129875 | Wine Merchants | 7013809 | Merchandise for Resale | 609 | Liquor Stores | \$264.00 |
| 129876 | Wirtz Beverage MN | 1080274912 | Merchandise for Resale | 609 | Liquor Stores | \$1,750.12 |
| 129876 | Wirtz Beverage MN | 1080274785 | Merchandise for Resale | 609 | Liquor Stores | \$1,709.69 |
| 129876 | Wirtz Beverage MN | 2080074832 CM | Merchandise for Resale | 609 | Liquor Stores | (\$11.08) |
| Fund Total | | | | | | \$74,855.74 |
| 510 | US Bank | 802315900-2/1/1 | US Bank | 614 | Golf | \$14,425.43 |
| 510 | US Bank | 802315900-2/1/1 | US Bank | 614 | Golf | \$40,850.00 |
| 129777 | Center Point Energy | 8000014151-7 1/ | Gas December 2014 | 614 | Golf | \$575.89 |
| 129777 | Center Point Energy | 8000014151-7 1/ | Gas December 2014 | 614 | Golf | \$373.36 |
| 129778 | CenturyLink | 7633230326-1/13 | Communications | 614 | Golf | \$19.75 |
| 129778 | CenturyLink | 7633233651-1/13 | Communications | 614 | Golf | \$8.90 |
| 129780 | Cintas | 470520760 | Uniform Service | 614 | Golf | \$17.39 |
| 129780 | Cintas | 470517504 | Uniform Service | 614 | Golf | \$17.38 |
| 129785 | Comcast | 0226193 1/15/15 | Internet | 614 | Golf | \$29.30 |
| 129787 | Cottens Automotive | 95119 | Fuel Filters, Drain Pan | 614 | Golf | \$40.88 |
| 129787 | Cottens Automotive | 093264 | Supplies - Bearing Set | 614 | Golf | \$10.44 |
| 129795 | DNR Waters | 1976-6186 - Jan | Water Use / Surcharge | 614 | Golf | \$495.95 |
| 129808 | Gempler's, Inc. | 1020452700 | Rain Pants | 614 | Golf | \$28.95 |
| 129808 | Gempler's, Inc. | 1020455318 | Rain Pants | 614 | Golf | \$61.10 |
| 129813 | Hennepin Technical Colleg | 328507 | Right to Know Class | 614 | Golf | \$36.20 |
| 129813 | Hennepin Technical Colleg | 328506 | Disaster Response Training | 614 | Golf | \$35.00 |

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| Check # | Vendor Alpha Name | Invoice # | Description | Fund | | Amount |
|-------------------|-----------------------------|-----------------|-----------------------------|------|---------------------|-------------|
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 614 | Golf | \$64.36 |
| 129835 | MN Office of Enterprise Tec | W14120655 | State Phones | 614 | Golf | \$3.70 |
| 129835 | MN Office of Enterprise Tec | W14120655 | State Phones | 614 | Golf | \$61.73 |
| 129838 | MTI Distributing Company | 995305-00 | Parts - Shaft Rollers | 614 | Golf | \$2,639.25 |
| 129840 | Nextel Communications | 872559421-132 | Cell Phones 12/15/14 - 1/14 | 614 | Golf | \$27.42 |
| 129854 | Scharber & Sons Inc | P67193 | Parts | 614 | Golf | \$484.97 |
| 129859 | Southview Country Club | 01/22/2015 | Core Harvester | 614 | Golf | \$1,200.00 |
| 129862 | Superior Tech Products | 7972-S | Parts & Soil Analysis | 614 | Golf | \$1,699.48 |
| 129862 | Superior Tech Products | 7968-D | Fertilizer / Chemicals | 614 | Golf | \$29,225.24 |
| 129867 | Turflin, Inc. | 040838 | Parts | 614 | Golf | \$2,149.60 |
| 129868 | U.S. Kids Golf | IN1068627 | Kids Golf | 614 | Golf | \$260.08 |
| Fund Total | | | | | | \$94,841.75 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 617 | Recycling | \$16.96 |
| Fund Total | | | | | | \$16.96 |
| 129777 | Center Point Energy | 8000014151-7 1/ | Gas December 2014 | 701 | Vehicle Maintenance | \$600.26 |
| 129778 | CenturyLink | 7634211903-1/10 | CenturyLink | 701 | Vehicle Maintenance | \$9.89 |
| 129780 | Cintas | 470520753 | Supplies | 701 | Vehicle Maintenance | \$103.63 |
| 129787 | Cottens Automotive | 91477 | Hydraulic Filter | 701 | Vehicle Maintenance | \$6.28 |
| 129787 | Cottens Automotive | 093486 | Supplies | 701 | Vehicle Maintenance | \$68.50 |
| 129787 | Cottens Automotive | 091478 | Supplies | 701 | Vehicle Maintenance | \$23.41 |
| 129787 | Cottens Automotive | 091547 | Supplies | 701 | Vehicle Maintenance | \$26.59 |
| 129797 | East Main Auto & Tire | 27830 | Tire Repair #486 | 701 | Vehicle Maintenance | \$25.80 |
| 129797 | East Main Auto & Tire | 27913 | Vehicle Maintenance #408 | 701 | Vehicle Maintenance | \$33.19 |
| 129797 | East Main Auto & Tire | 27733 | Brake Inspection #415 | 701 | Vehicle Maintenance | \$19.30 |
| 129802 | Factory Motor Parts Co. | 1-4598995 | Pro Battery | 701 | Vehicle Maintenance | \$87.97 |
| 129822 | Lano Equipment | 02-229193 | Supplies | 701 | Vehicle Maintenance | \$175.00 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 701 | Vehicle Maintenance | \$37.10 |
| 129826 | Main Motors Sales | 305669 | Parts | 701 | Vehicle Maintenance | \$16.03 |
| 129826 | Main Motors Sales | 305661 | Parts | 701 | Vehicle Maintenance | \$17.03 |
| 129851 | Rogers Auto Body | 01/12/2015 | Repair Unit 412 | 701 | Vehicle Maintenance | \$1,895.85 |
| 129852 | Royal Tire Inc | 303-132624 | Service & Repair | 701 | Vehicle Maintenance | \$414.33 |
| Fund Total | | | | | | \$3,560.16 |
| 129766 | Avenet, LLC | 36296 | Annual Svc Pkg through 1/3 | 702 | IT | \$1,850.00 |

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| Check # | Vendor Alpha Name | Invoice # | Description | Fund | | Amount |
|--------------------|--------------------------|-------------------|------------------------------|-------------|----------------------|----------------|
| 129782 | City of Roseville | 0219795 | IT Services - Jan 2015 | 702 | IT | \$10,051.75 |
| 129788 | Crabtree Companies Inc. | 129465 | Office Equipment Maint Jan | 702 | IT | \$58.33 |
| 129788 | Crabtree Companies Inc. | 129465 | Office Equipment Maint Jan | 702 | IT | \$9.44 |
| 129788 | Crabtree Companies Inc. | 129465 | Office Equipment Maint Jan | 702 | IT | \$23.14 |
| 129788 | Crabtree Companies Inc. | 129465 | Office Equipment Maint Jan | 702 | IT | \$46.09 |
| 129788 | Crabtree Companies Inc. | 129465 | Office Equipment Maint Jan | 702 | IT | \$25.60 |
| 129855 | SHI International Corp | B02930366 | Printer | 702 | IT | \$864.00 |
| Fund Total | | | | | | \$12,928.35 |
| 129771 | Bob Almeida | 403 | Service - Ceiling Tiles | 801 | Youth First | \$73.00 |
| 129777 | Center Point Energy | 78765039 1/30/1 | Anoka Utilities | 801 | Youth First | \$73.94 |
| 129790 | Culligan | 114099724568 1/ | Ramsey Utilities | 801 | Youth First | \$35.35 |
| 129836 | MN UI Fund | 5113236 - 1/16/1 | Unemployment Insurance | 801 | Youth First | \$658.00 |
| 129847 | POPP.com, Inc. | 992234830 | Ramsey Utilities | 801 | Youth First | \$165.92 |
| 129847 | POPP.com, Inc. | 992234830 | Anoka Utilities | 801 | Youth First | \$57.88 |
| 129873 | Walmart Community | 2/4/15 | Walmart - Stocking Stuffers | 801 | Youth First | \$1,896.20 |
| 129877 | YIPA Regional Office | Dues | YIP Annual Dues | 801 | Youth First | \$545.00 |
| 129878 | Youth First | 1/14/2015 | Craigslist Ad | 801 | Youth First | \$25.00 |
| 129878 | Youth First | 1/14/2015 | Constant Contact /Sept-De | 801 | Youth First | \$420.00 |
| Fund Total | | | | | | \$3,950.29 |
| 129811 | Hanson Builders | 371 Riverside Cir | Escrow Refund 371 Riversi | 804 | Escrow Funds | \$2,000.00 |
| Fund Total | | | | | | \$2,000.00 |
| 129872 | Verizon Wireless | 985449666 - Jan | ATTF - Auto Theft | 806 | Drug Task Force | \$128.63 |
| Fund Total | | | | | | \$128.63 |
| 129759 | Anoka Business & Landow | 501 | Street Light - Tree Lighting | 810 | Street Light Distric | \$3,852.94 |
| Fund Total | | | | | | \$3,852.94 |
| 129824 | LIFE INSURANCE COMPA | SGD603645 1/1/ | LTD Insurance January 201 | 830 | HRA | \$17.07 |
| Fund Total | | | | | | \$17.07 |
| Grand Total | | | | | | \$1,395,113.06 |

COUNCIL MEMO FORM

6.2

| | |
|------------------|---------------------------|
| Meeting Date | February 2, 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



| | | | | |
|----------|-----|------------------------------|---|------------|
| Monday | 02 | Regular Meeting/City Council | City Hall Council Chambers | 7:00 p.m. |
| Monday | 09 | City Council Goals Session | Green Haven Golf Course & Event Center, 2800 Greenhaven Rd, Anoka | 5:30 p.m. |
| Tuesday | 10* | State of the Cities | Green Haven Golf Course & Event Center, 2800 Greenhaven Rd, Anoka | 12:00 p.m. |
| Monday | 16 | Closed for Holiday | City Offices | All Day |
| Tuesday | 17 | City Council Worksession | Council Worksession Room | 5:00 p.m. |
| Tuesday | 17 | Regular Meeting/City Council | City Hall Council Chambers | 7:00 p.m. |
| Saturday | 22* | Mayor's Trail Ride | Meet at Anoka County Fairgrounds | 10:00 a.m. |

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

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

ANOKA CITY COUNCIL CALENDAR



| | | | | |
|-----------|-----|--|---|------------|
| Monday | 02 | Regular Meeting/City Council | City Hall Council Chambers | 7:00 p.m. |
| Monday | 09* | Anoka Charter Commission Mtg | Council Worksession Roomm | 6:00 p.m. |
| Monday | 09 | City Council Joint Mtg with City of Dayton | Green Haven Golf Course & Event Center, 2800 Greenhaven Rd, Anoka | 5:30 p.m. |
| Friday | 13* | Annual Mayors Prayer Breakfast | Green Haven Golf Course & Event Center, 2800 Greehaven Rd, Anoka | 7:15 a.m. |
| Monday | 16 | City Council Worksession | Council Worksession Room | 5:00 p.m. |
| Monday | 16 | Regular Meeting/City Council | City Hall Council Chambers | 7:00 p.m. |
| Wednesday | 18* | Anoka Enterprise Park Annual Mtg | Green Haven Golf Course & Event Center, 2800 Greenhaven Rd, Anoka | 12:00 p.m. |

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

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

ANOKA CITY COUNCIL CALENDAR



| | | | | |
|----------|-----|---|---|-----------------------|
| Monday | 06 | Regular Meeting/City Council | City Hall Council Chambers | 7:00 p.m. |
| Thursday | 16* | Anoka Board/Commission Appreciation Event | Green Haven Golf Course & Event Center, 2800 Greenhaven Rd, Anoka | 5:00 p.m. - 7:00 p.m. |
| Monday | 20 | Anoka Board of Appeals & Equalization Mtg | City Hall Council Chambers | 5:30 p.m. |
| Monday | 20 | Regular Meeting/City Council | City Hall Council Chambers | 7:00 p.m. |
| Monday | 27 | City Council Worksession | Council Worksession Room | 5:00 p.m. |

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

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

COUNCIL MEMO FORM

6.3

| | |
|------------------|---|
| Meeting Date | February 2, 2015 |
| Agenda Section | Consent Agenda |
| Item Description | Acceptance of Resignation from parks & Recreation Board; Mark Biers. |
| Submitted By | Amy Oehlers, City Clerk |

CONSENT AGENDA

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

BACKGROUND INFORMATION

Attached is the resignation from the Parks & Recreation Board which was submitted by Mark Biers.

Staff will advertise this vacancy per the City policy.

FYI: Current Vacancies after acceptance of this resignation:

Housing & Redevelopment Authority partial term (to expire 12/31/2015)*

**filling the vacancy left by Merrywayne Elvig's*

Utility Advisory Board – two partial terms (to expire 12/31/2015 and 12/31/2017)

Waste Reduction & Recycling Board – one partial term (to expire 12/31/2016)

FINANCIAL IMPACT

Advertising costs of < \$50.00

COUNCIL ACTION REQUESTED

Approval of this Consent Agenda item will mean the acceptance of the resignation from Mark Biers and directs City staff to advertise the above vacancies according to our City Policy.

COPIES

I hereby resign my position on the Park Board Advisory Board as of this date.



January 21, 2015

Mark Biers

COUNCIL MEMO FORM

6.4

| | |
|------------------|--|
| Meeting Date | February 2, 2015 |
| Agenda Section | Consent Agenda |
| Item Description | Issuance of Massage Therapist License; Sherry Winstead-Swendra at Conchita Bodyworkz |
| 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

Sherry Winstead-Swendra has applied for a Massage Therapist license to provide services at Conchita Bodyworkz, 300 E Main St.

Ms. Swendra previously held a Massage Therapist license in Anoka, which expired in December 2013.

Staff has conducted the necessary background investigations and no concerns or objections have been expressed.

FINANCIAL IMPACT

\$25.00 investigation fee, \$125 annual fee.

COUNCIL ACTION REQUESTED

Approval of the Consent Agenda will mean the approval of this agenda item.

COUNCIL MEMO FORM

9.1

| | |
|------------------|--|
| Meeting Date | February 2, 2015 |
| Agenda Section | Ordinances and Resolutions |
| Item Description | ORD/Approval of Purchase Agreement; Hearth Development (2 nd Reading) |
| Submitted By | Erik Thorvig, Economic Development Manager |

BACKGROUND INFORMATION:

The City of Anoka and Hearth Development desire to enter into a purchase agreement for 1.57 acres of land at the southeast corner of 2nd Avenue and Harrison Street. Hearth Development wishes to build the Gladstone Cooperative, a 59-unit senior cooperative. The City had the land listed for \$295,000. Hearth Development has agreed to pay the asking price. A \$39,200 brokerage fee is due to Cassidy Turley for their work in listing and securing Hearth Development.

The developer has indicated they have 26 pre-sales to date. An additional 20 are needed to secure financing by HUD for the project. The Letter of Intent that was entered into identified a closing date of April 30, 2015. The developer has requested a closing date of August 31, 2015 to allow sufficient time to secure pre-sales. It is anticipated closing would occur earlier however it builds time into the agreement if it is needed.

FINANCIAL IMPACT:

The purchase price is \$295,000 with a brokerage fee of \$39,200 owed to Cassidy Turley. Net proceed is \$255,800. Proceeds of the sale will go to the Thurston Corridor (Enterprise Park) Tax Increment Finance District as funds from this district were used for the original purchase of the property.

COUNCIL REQUESTED ACTION:

Approve the second reading for the sale of property to Hearth Development.



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 HEARTH DEVELOPMENT, LLC.

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, Hearth Development, LLC proposes to construct a 59-unit senior cooperative 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 Hearth Development, LLC 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.

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

PURCHASE AGREEMENT

1. PARTIES. This Purchase Agreement ("**Agreement**") is made on February 2, 2015, by the City of Anoka, a municipal corporation, 2015 First Avenue North, Anoka, 55303 Minnesota, Seller, and Hearth Development, LLC, a limited liability corporation, 6750 Stillwater Blvd, Stillwater, Minnesota, 55082 Buyer.

2. OFFER/ACCEPTANCE. Buyer agrees to purchase and Seller agrees to sell real property located in the City of Anoka, County of Anoka, State of Minnesota, legally described as follows:

(See **Exhibit A** for Legal Description referred to as the "**Property.**")

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

_____ A. Buyer is purchasing the lot with an existing building.

X B. Buyer is purchasing a vacant lot.

4. PRICE AND TERMS. The purchase price for the Property shall be Two-Hundred Ninety Five Thousand and 00/100 Dollars (\$295,000.00) (the "**Purchase Price**"), which Buyer shall pay as follows: Earnest money of Ten Thousand and no/100 Dollars (\$10,000.00), the receipt and sufficiency of which is hereby acknowledged; and the remaining balance of Two Hundred Eighty Five Thousand and 00/100 Dollars (\$285,000.00) paid on or before August 31, 2015 the "**DATE OF CLOSING.**" Buyer shall have until the DATE OF CLOSING within which to complete its due diligence. Thereafter, the earnest money shall become non-refundable.

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

- (a) Seller shall permit Buyer, at Buyer's expense, to enter the Property to conduct investigations and testing and Buyer shall be completely satisfied with the environmental and soil conditions of the Property.
- (b) Buyer and Seller entering into a mutually acceptable Development Agreement relative to the Property.
- (c) Buyer shall have obtained all zoning, land use, signage, watershed, environmental and other governmental approvals and permits Buyer shall deem necessary to use the Property in the manner contemplated by Buyer.
- (d) Buyer shall obtain the amount of unit reservations to secure necessary financing from HUD.

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

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

- A. Building and zoning laws, ordinances, state and federal regulations;
- B. Restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- C. Reservation of any mineral rights by the State of Minnesota;
- D. Utility and drainage easements as shown on the proposed plat;
- E. Other matters disclosed by the Title Commitment and not objected to by Buyer.

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

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

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

8. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller warrants that there is a right of access to the Property from a public right-of-way. Seller warrants that there has been no labor or material furnished to the Property on behalf of or at the request of Seller in the past 120 days for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the Property. These warranties shall survive the delivery of the warranty deed.

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

environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing; and (iv) the condition of the Property is fit for Buyer's intended use.

10. CONDITION OF PROPERTY. Seller shall remove all debris and all personal property not included in this sale from the Property before possession date. Buyer shall have the right to have inspections of the Property conducted prior to closing, including soil and engineering tests which may be conducted at Buyer's election and expense.

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

12. COMMISSION. Seller and Buyer represent and warrant to each other that they have not engaged the services of any broker in connection with the sale and purchase contemplated by this Agreement EXCEPT that Seller has engaged the services of Julie Lux and Jim McCaffrey of Cassidy Turley Commercial Midwest, Minneapolis, Minnesota ("Seller's Agent"). At Closing, Seller shall be responsible for payment of a sales commission in the amount of \$39,200 to Seller's Agent. The forfeiture of the Earnest Money and accrued interest thereon shall not inure to the benefit of any broker. Each party agrees to indemnify and hold the other harmless from any claim, damage, cost or expense for such brokerage commission or finder's fee incurred as a result of any brokerage agreement entered into by such party, and to pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.

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

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

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

- A. Seller's Title Evidence. Within Thirty (30) days of execution of the Purchase Agreement, Seller shall furnish to Buyer a commitment ("Title Commitment") for an ALTA form Owner's Policy of Title Insurance, certified to date to include proper searches covering bankruptcies, State and Federal judgments and liens, insuring title to the Property deleting standard exceptions and including affirmative insurance regarding zoning, contiguity, appurtenant easements and such other matters as may be identified by Buyer, in the amount of the Purchase Price issued by a title insurance company acceptable to Buyer, subject only to the Permitted Encumbrances.

- B. Buyer's Objections. Buyer shall be allowed thirty (30) business days after receipt for examination of title and making any objections, which shall be made in writing or deemed waived.

16. TITLE CORRECTIONS AND REMEDIES. Seller shall have one hundred twenty (120) days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention as to making the title marketable within the one hundred twenty (120) day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.

- A. If notice is given and Seller makes title marketable, then upon presentation to Buyer and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.
- B. If notice is given and Seller proceeds in good faith to make title marketable but the one hundred twenty (120) day period expires without title being made marketable, Buyer may declare this Agreement null and void by notice to Seller, neither party shall be liable for damages hereunder to the other, and earnest money, if any, shall be refunded to Buyer.
- C. If Seller does not give notice of intention to make title marketable, or if notice is given but the one hundred twenty (120) day period expires without title being made marketable due to Seller's failure to proceed in good faith, Buyer may seek, as permitted by law, any one or more of the following:
 - (1) Proceed to closing waiving the objections to title;
 - (2) Rescission of this Purchase Agreement by notice as provided herein, in which case the Purchase Agreement shall be null and void and all earnest money paid hereunder shall be refunded to Buyer;
 - (3) Specific performance within six (6) months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.
- D. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either of the following options, as permitted by law:
 - (1) Cancel this Agreement as provided by statute and retain all payments made hereunder as liquidated damages;

- (2) Seek specific performance within six (6) months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.
- E. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:
- (1) Cancel this contract as provided by statute;
 - (2) Seek specific performance within six (6) months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.

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

17. REPRESENTATIONS AND WARRANTIES REGARDING ENVIRONMENTAL LAWS. The Seller represents and warrants:

- A. That to the best of Seller's knowledge, neither the Seller nor any prior owner of the Property used the Property in violation of currently applicable Federal, State or local environmental laws.
- B. That Seller has not received any notice from a governmental agency for violation of environmental laws.
- C. That if notice of violation of any environmental laws is received from a governmental agency by Seller prior to the DATE OF CLOSING, Seller shall immediately notify Buyer.
- D. That to the best of Seller's knowledge, the Property is free from any hazardous substances.
- E. That Seller has not taken part in the release of any hazardous substance on the Property.
- F. That Seller has no knowledge of any violations, claims, administrative proceedings or lawsuits relating to hazardous substances on the Property.
- G. That the Property is not subject to any so-called "super liens" due to hazardous waste clean-up and that Seller will keep the Property free from such liens prior to the DATE OF CLOSING.
- H. That the Buyer shall have necessary right of access to and right of inspection of the property prior to closing for the purpose of determining compliance with the representations and warranties set forth in this Section 17, including the right to conduct a Phase I and/or Phase II environmental audit of the Property in Buyer's discretion and at Buyer's expense. Seller shall provide Buyer with a copy of any Phase I and Phase II environmental audit report obtained by Seller.

I. That the representations and warranties contained in this Section 17 shall survive the delivery of the deed.

18. NOTICES. All notices required herein shall be in writing and delivered personally or mailed via certified mail, return receipt requested, to the address as shown at paragraph 1 above and, if mailed, are effective as of the date of receipt.

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

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

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

22. COST ALLOCATIONS. Seller shall pay: (a) charges imposed by Title Company for issuance of its title insurance commitment; (b) all transfer and sales taxes; and (c) all special and levied assessments. Buyer shall pay the premium for any title insurance policy issued pursuant to any mortgages resulting from the purchases or development of the Property. Buyer shall pay all costs, fees, and expenses associated with development of the Property. Closing costs and expenses shall be allocated between Buyer and Seller in the manner customary in the purchase and sale of commercial real estate in the State of Minnesota.

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

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

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

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

Buyer. Seller shall indemnify and defend Buyer from any and all loss, liability, claim or damage resulting from Buyer being deemed a joint venturer or partner of Seller.

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

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

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

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

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

SELLER:
THE CITY OF ANOKA

BUYER:
HEARTH DEVELOPMENT, LLC.

By: _____
Phil Rice, Mayor

By: _____

Its: _____

By: _____
Amy Oehlers, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 2, BLOCK 1, NCBD 2ND ADDITION, ANOKA COUNTY, MINNESOTA

COUNCIL MEMO FORM

9.2

| | |
|------------------|--|
| Meeting Date | February 2, 2015 |
| Agenda Section | Public Hearings & Ordinances/Resolutions |
| Item Description | RES/2015 SRP – Slab Town; Approve Plans & Specifications, Authorize Advertisement for Bids, Set Bid Date |
| Submitted By | Ben Nelson, Engineering Technician |

BACKGROUND

On January 5, 2015 the city council held the public hearing and the assessment hearing for the 2015 SRP – Slab Town Project. After the hearing the council adopted a resolution authorizing the preparation of engineering plans and specifications. The plans and specifications are complete and the next step in the Chapter 429 process is to adopt a resolution approving the plans and authorizing the advertisement for bid.

DISCUSSION

The streets that are proposed to be included in this 2015 project are as follows:

| <u>Street</u> | <u>Segment</u> |
|------------------------|----------------------------------|
| State Avenue | Highway 10 to Greenhaven Road |
| Wingfield Avenue | Highway 10 to Greenhaven Road |
| Branch/Wingfield Alley | Highway 10 to Martin Street |
| Branch Avenue | Highway 10 to Martin Street |
| Branch/Ferry Alley | Highway 10 to Pleasant Street |
| Ferry/Maple Alley | Highway 10 to Pleasant Street |
| Maple Avenue | Highway 10 to Pleasant Street |
| Greenhaven Road | State Avenue to Wingfield Avenue |
| Martin Street | State Avenue to Ferry Street |
| Pleasant Street | State Avenue to Ferry Street |

The proposed project will involve the total reconstruction of the streets and alleys, including the replacement of the concrete curb and gutters and the bituminous surfacing. In addition, the existing sidewalks, driveways and driveway aprons will be replaced within the right-of-way. The alleys will include a surmountable ribbon type curb with a width of 20' back to back. Within City right of ways, the sanitary sewer will be replaced with new 8" or larger PVC main and the watermain will be replaced with new 8" or larger ductile iron watermain. All sewer and water services of Anoka properties fronting on the above streets will also be replaced.

PROJECT COSTS & FINANCING

The estimated cost of the 2015 SRP– Slab Town is \$3,627,000. The total estimated costs are broken down as follows:

| | |
|-----------------------|---------------------|
| Street Reconstruction | \$ 2,090,000 |
| Storm Sewer | \$ 556,000 |
| Sanitary Sewer | \$ 279,000 |
| Watermain | \$ 623,000 |
| Electric Conduits | \$ 79,000 |
| Total: | \$ 3,627,000 |

PROJECT SCHEDULE

The following schedule is planned for the 2015 SRP – Slab Town:

| | | |
|-------------|--------------|---|
| 2015 | March 3 | Open Bids - 11:00 a.m. |
| | March 16 | Council Approves Bids and Awards Contract |
| | May | Start Construction |
| | September 25 | Substantial Completion |
| | October 16 | Final Completion |
| 2016 | May 15 | First Assessment Installment Due Date |

COUNCIL ACTION REQUESTED

It is recommended that the City Council adopt the attached Resolution Approve Plans & Specifications, Authorize Advertisement for Bids, Set Bid Date for the 2015 SRP – Slab Town Project.



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 APPROVING PLANS & SPECIFICATIONS
AUTHORIZING ADVERTISEMENT FOR BIDS AND SETTING BID DATE
FOR THE 2015 SRP – SLAB TOWN**

WHEREAS, pursuant to a resolution of the council adopted January 5, 2015, the City Public Services Department has prepared or had prepared plans and specifications for the improvement of the following streets:

| <u>Street</u> | <u>Segment</u> |
|------------------------|----------------------------------|
| State Avenue | Highway 10 to Greenhaven Road |
| Wingfield Avenue | Highway 10 to Greenhaven Road |
| Branch/Wingfield Alley | Highway 10 to Martin Street |
| Branch Avenue | Highway 10 to Martin Street |
| Branch/Ferry Alley | Highway 10 to Pleasant Street |
| Ferry/Maple Alley | Highway 10 to Pleasant Street |
| Maple Avenue | Highway 10 to Pleasant Street |
| Greenhaven Road | State Avenue to Wingfield Avenue |
| Martin Street | State Avenue to Ferry Street |
| Pleasant Street | State Avenue to Ferry Street |

and has presented such plans and specifications to the council for approval;

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

1. Such plans and specifications, a copy of which is available for public inspection in the office of the Public Services Department, are made a part hereof are hereby approved.
2. The City Clerk, or designee, shall prepare and cause to be inserted in the ABC Newspapers, the official paper, and the Finance and Commerce, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for twenty (21) days, shall specify the work to be done, shall state that the bids will be opened and that the responsibility of the bidders will be considered by the council at 7:00 p.m. on March 16, 2015 in the council chambers. Any bidder whose responsibility is questioned during the consideration of the bid will be given the opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the Clerk, or designee, and accompanied by a bid bond or certified check payable to the City of Anoka for five percent of the amount of such bid.

Adopted by the Anoka City Council this the 2nd day of February 2015.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

COUNCIL MEMO FORM

9.3

| | |
|------------------|---|
| Meeting Date | February 2, 2015 |
| Agenda Section | Ordinances and Resolutions |
| Item Description | ORD/Second Amendment to Purchase Agreement with Landmark of Anoka (2nd reading) |
| Submitted By | Erik Thorvig, Economic Development Manager |

BACKGROUND INFORMATION:

On May 21, 2014 a purchase agreement was signed by the City and developer for Rum River Shores North. At the time Rum River Shores North was proposed to be a 62 lot, single family subdivision on 30 acres of city-owned land near the intersection of County Road 116 and 7th Avenue. In September an amendment was made to the purchase agreement changing several key dates. Since then staff has been working with the developer to finalize the deal. In December the developer attended a City Council worksession to discuss the possibility of bringing Ryland Homes on as the main developer and predominant builder of the project. In general the City Council felt comfortable with this arrangement provided the quality of development and home values are maintained. These details will be addressed in the Development Agreement with Ryland.

By including Ryland the lot count increased from 62 to 67. The purchase agreement is written where if lot count increases the purchase price increases by \$15,000/lot. The increase in lots resulted in a new purchase price of \$1,020,000. The developer has requested to keep the original purchase price of \$945,000 which would reduce the price per lot to \$13,880.59. The request is due to increases in overall development costs.

The contingency portion of the agreement also has been amended. Originally a Development Agreement between Landmark of Anoka and the City of Anoka was going to occur. With Ryland being the primary developer the Development Agreement will be between the City of Anoka and Ryland.

Even though Ryland will act as the main developer, the City will still be selling land to Landmark of Anoka who has separate agreements with Ryland.

FINANCIAL IMPACT:

The purchase agreement outlines a purchase price of \$13,880.59 per residential lot and \$7,500 for the pool lot and \$7,500 for the lot between the Anoka County library property and road for a total purchase price of \$945,000. This overall purchase price is the same as the original agreement in May. With an additional five residential lots there is an additional \$12,715 park dedication fees and \$27,925 in SAC/WAC fees the city will be receiving.

COUNCIL REQUESTED ACTION:

Adopt the second reading for the first amendment to the purchase agreement with Landmark of Anoka.



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 FOR A SECOND AMENDMENT OF A PURCHASE AGREEMENT
TO CONVEY REAL PROPERTY TO LANDMARK OF ANOKA, LLC.**

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

WHEREAS, Landmark of Anoka, LLC and The Ryland Group, Inc., a Maryland Corporation proposes to develop a 67 lot, single family home subdivision on the property identified in Exhibit A of the Purchase Agreement; and

WHEREAS, Landmark of Anoka, LLC and the City of Anoka previously entered into a certain Purchase Agreement dated May 21, 2014 and amended said Purchase Agreement on September 8, 2014 pursuant to which Seller agreed to sell Buyer and Buyer agreed to purchase from Seller vacant land as depicted in Exhibit A to the Purchase Agreement; and

WHEREAS, the Seller and Buyer wish to amend the First Amendment to reflect a new purchase price per lot and allow The Ryland Group, Inc., a Maryland Corporation to enter into a Development Agreement with the City of Anoka;

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 Landmark of Anoka, LLC 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.

Adopted by the Anoka City Council this 20th day of January, 2015.

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

SECOND AMENDMENT TO PURCHASE AGREEMENT BETWEEN CITY OF ANOKA AND LANDMARK OF ANOKA II, LLC

This Second Amendment to Purchase Agreement (this “Amendment”) is entered into and made effective as the later date of signature by the Parties on the signature page, by and between the City of Anoka (“Seller”), and Landmark of Anoka II, LLC or its assigns (“Buyer”) (together, Seller and Buyer are the “Parties”).

RECITALS

WHEREAS, the Parties previously entered into a certain Purchase Agreement dated May 21, 2014 (the “Purchase Agreement”), attached hereto, and amended said Purchase Agreement on September 8, 2014 (the “First Amendment”), attached hereto, pursuant to which Seller agreed to sell Buyer and Buyer agreed to purchase from Seller vacant land as depicted in Exhibit A to the Purchase Agreement; and

WHEREAS, the Seller and Buyer wish to amend the First Amendment to reflect a new purchase price per lot and allow The Ryland Group, Inc., a Maryland Corporation to enter into a Development Agreement with the City of Anoka;

WHEREAS, all effective dates in the Purchase Agreement shall still apply and the Second Amendment to the Purchase Agreement shall not constitute a new effective date of the document;

NOW THEREFORE, in consideration of the foregoing, and all of the covenants and agreements set forth herein and in the Purchase Agreement, which Seller and Buyer acknowledge are adequate and sufficient consideration, Seller and Buyer hereby amend the First Amendment as follows:

PURCHASE AGREEMENT

3. **PURCHASE PRICE AND EARNEST MONEY.** The purchase price to be paid by Buyer for the purchase of the Property (the “Purchase Price”) shall be based on \$15,000 **\$13,880.59** per residential lot as approved as part of the final plat. A residential lot shall be defined as a lot shown on the submitted site plan, designated for the construction of a residential house. An additional purchase price of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500) shall be paid for the lot where the private pool will be located, and an additional purchase price of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500) shall be paid for the lot located north of the Anoka County Rum River Library and south of a future platted road. Upon execution of this Agreement, Buyer shall deposit with Custom Home Builders Title (“Title”) the amount of \$20,000 as earnest money (“Earnest Money”) and Ten Thousand and 00/100 Dollars (\$10,000) (“Option Money”) whereby said Option Money shall extend the Closing Date to April 1, 2015 and afford Buyer the right of first refusal to purchase the Property until said date. Both the Earnest Money and Option Money shall be held in accordance with an escrow agreement in the form attached hereto, which Earnest Money and Option Money, and accrued interest thereon, shall be applied to the Purchase Price at Closing. The balance of the

Purchase Price will be paid to Seller at Closing.

4. **CONTINGENCIES.** The Parties' obligations under this Agreement are contingent upon the following:

(a) Buyer and Seller, **or The Ryland Group, Inc., a Maryland Corporation and Seller,** agreeing upon a Development Agreement for the development of the Property by Buyer no later than ~~November 30, 2014~~ **February 16, 2015**, which will provide that the Buyer will develop a single family residential subdivision in conformance with the preliminary and final plat.

(b) Buyer shall submit its final plat to Seller for approval on or before February 16, 2015.

(c) Buyer obtaining City Council approval of Buyer's preliminary and final plat on or before the Closing Date. Seller's obligation for approval of the final plat is contingent upon Section 4(b) above.

(d) Buyer obtaining City Council approval of a rezoning and comprehensive plan amendment to allow the proposed single family use on or before the Closing Date.

With the exception of Section 4(b), in the event any of the remaining above contingencies have not been satisfied, or waived by the party benefitted by said contingency, on or before their corresponding due dates, this Agreement shall be voidable at the option of said benefitted party.

SELLER:

City of Anoka

Date _____

By _____

Its _____

BUYER:

Landmark of Anoka II, LLC

Date _____

By _____

Its _____

COUNCIL MEMO FORM

9.4

| | |
|------------------|---|
| Meeting Date | February 2, 2015 |
| Agenda Section | Ordinances and Resolutions |
| Item Description | RES/Approving a Development Agreement with The Ryland Group |
| Submitted By | Erik Thorvig, Economic Development Manager |

BACKGROUND INFORMATION:

In September, 2014 a development agreement was approved for the Rum River Shores North residential project. This agreement was with Landmark of Anoka. The development agreement outlined various responsibilities of the developer and the City throughout the term of the project.

In December, Landmark of Anoka presented a proposal to the City Council which would bring Ryland in as developer of the project and predominant home builder. The City Council generally gave the go ahead for Ryland to partner with Landmark of Anoka for development of a 67 lot single family subdivision.

Given this different arrangement a new development agreement is needed with The Ryland Group. Much of the original agreement is the same. Some of those highlights include:

1. It is the intent and understanding of the parties that the single family homes to be constructed upon the Property will have a current fair market value in excess of \$375,000. No split level or modified two story homes will be permitted to be constructed on any of the lots. All homes to be constructed must be approved by Dean Hanson of Hanson Builders prior to submittal to the City for approval and issuance of a building permit. All homes must meet architectural control standards set forth in the Anoka City Code, Chapter 74, Article V, Division 6, Section 74-270 (k)
2. Developer must commence construction by July 31, 2015. If developer fails to start by this date the City shall have the right to repurchase the property.
3. Construction Plans. Landmark of Anoka and Ryland are preparing plans to be submitted as part of an exhibit to the Developers Agreement. These plans will include all development details including but not limited to roads, landscaping, fencing, utilities, etc.
4. Private Pool. The Developer shall construct a private pool with bathhouse and five on-street parking stalls consistent with the Construction Plans.
5. Rum River Regional Trail. The Developer shall be responsible for grading in a trail that runs west from a point beginning at the northeast corner of Lot 10, Block 2 to westerly boundary of Outlot F, as shown on the Construction Plans.
6. Trail between Lot 11, Block 1 and Lot 1, Block 2. The Developer shall be responsible to install a bituminous trail that connects from the public right-of-way to the Rum River Regional Trail consistent with the Construction Plans. The City shall reimburse the developer for the trail improvement.
7. Trail between Lot 10, Block 2 and Lot 1, Block 3. The Developer shall be responsible to construct and pay for the trail that provides multi-modal access to 7th Avenue and also serves as an emergency access. The trail shall be constructed according to the Construction Plans.

8. Water Main Connection. The City shall install a water main along 7th Avenue as provided in the Construction Plans.
9. Trailhead/Tot Lot Provided all construction work and improvements to be performed by the Developer and necessary in order for the City to proceed has been completed, the City shall construct a tot lot park with playground equipment and parking lot not later than October 1, 2015 on the southeast corner of the Anoka Nature Preserve. This date shall supersede any previous agreements that required installation at an earlier date.
10. Homeowners Association. A homeowners association shall be established along with a written declaration to be approved by the City. The declaration shall include authorization for the city to enforce the provisions if the association fails to do so. The City shall require reimbursement for costs of enforcement including, but not limited to, attorney fees. The declaration may not be amended without City approval, which approval shall not be unreasonably withheld.
11. Storm Sewer/Pond/Filtration Area Maintenance. The Homeowners Association and City shall enter into a stormwater maintenance agreement outlining continued maintenance and responsibility by each party for certain storm sewer, pond and filtration area maintenance and ownership.
12. Site Grading. The City shall allow the developer entrance upon Outlot A for the purposes of grading and transfer of dirt to the development property. Prior to any such grading and/or removal of materials, the Developer shall submit to the City for approval, a grading plan of Outlot A and expected amount of material to be removed (in cubic yards).

Based on feedback at the December worksession several things have been added to the agreement which include:

1. Requiring concrete driveways for all homes. Landmark of Anoka was already going to require Ryland to construct driveways with concrete however it is added to the development agreement as another protection.
2. Only Ryland, Hanson Builders, Inc., Jonathan Homes of MN, LLC, Regency Homes, Inc., or Dingman Custom Homes are permitted to build homes in the subdivision. If another builder requests to build within the subdivision, City approval is needed.

Since the January 20th meeting staff has made two additional changes which include:

Page 3: No vinyl or aluminum siding shall be permitted on the front façade of a home.

Page 22: If the amount of material removed from Outlot A used by the Developer exceeds 50,000 cubic yards written approval is required by the City. The Developer shall also restore Outlot A to a condition acceptable by the City. This condition shall be included in the grading plan submitted to, and approved by the City.

FINANCIAL IMPACT:

There are various financial responsibilities that are outlined in the agreement. The City is financially responsible for paving of the Rum River Regional Trail and small trail on the northwest corner of the development, construction of the trailhead parking lot and tot lot, and water main connection along 7th Avenue. All of these costs will be paid through park dedication and SAC/WAC fees paid by the developer. The developer is financially responsible for all other work including streets, utilities, grading, sidewalks, etc.

COUNCIL REQUESTED ACTION:

Review the document, provide staff any direction for changes, and adopt the resolution approving the development agreement with The Ryland Group.



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 APPROVING DEVELOPMENT AGREEMENT
WITH THE RYLAND GROUP, INC.**

WHEREAS, the City is the owner of certain vacant real property located within the City of Anoka; and

WHEREAS, The Ryland Group ("The Developer") wishes to acquire the property as part of a subdivision plan for single family residential use; and

WHEREAS, the City and the Landmark of Anoka II, LLC have entered into a purchase agreement (the "Purchase Agreement"); and

WHEREAS, Landmark of Anoka II, LLC will be conveying property to The Developer; and

WHEREAS, the Developer has agreed to construct a single family subdivision and other improvements on the Property as more fully set forth in this Development Agreement; and

WHEREAS, certain activities within the Improvements as outlined in the Construction Plans will occur on property not included in the purchase agreement owned by the City of Anoka; and

WHEREAS, said improvements on City property are governed by the Development Agreement; and

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

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

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

Adopted by the Anoka City Council this 2nd day of February 2015.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015, is by and between the City of Anoka, whose primary address is 2015 1st Avenue North, Anoka, Minnesota 55303, a municipal corporation organized under the laws of the State of Minnesota, (the "City"), and The Ryland Group, Inc., a Maryland Corporation, whose primary address is 7599 Anagram Dr., Eden Prairie, MN 55344 (the "Developer"), or it's assigns.

WITNESSETH:

WHEREAS, the City is the owner of certain vacant real property located within the City of Anoka, legally described as set forth in the Purchase Agreement attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Developer wishes to acquire the Property as part of a subdivision plan for single family residential use; and

WHEREAS, the City and the Landmark of Anoka II, LLC have entered into a purchase agreement (the "Purchase Agreement"), a copy of which is attached hereto as Exhibit A, pursuant to which the City has agreed to sell the Property to the Landmark of Anoka II, LLC; and

WHEREAS, Landmark of Anoka II, LLC will be conveying property to The Developer; and

WHEREAS, the Developer has agreed to construct a single family subdivision and other improvements on the Property as more fully set forth in this Development Agreement; and

WHEREAS, certain activities within the Improvements as outlined in the Construction Plans will occur on property not included in the purchase agreement owned by the City of Anoka; and

WHEREAS, said improvements on City property are governed by the Development Agreement; and

WHEREAS, in furtherance of its subdivision plan for the Property, the Landmark of Anoka II, LLC has received approval from the City Council for a proposed plat of land within the corporate limits of the City of Anoka to be known as Rum River Shores North; and

WHEREAS, Minnesota Statute §462.358 authorizes the City to enter into a Development Agreement, secured by a performance guarantee for completion of all such improvements following final approval by the City Council and prior to the recording of the final plat at Anoka County; and

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

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

ARTICLE I

Definitions

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

"Agreement" means this Development Agreement, as the same may be from time to time modified, amended or supplemented.

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

"Certificate of Completion" means the certification provided to the Developer or its successors or assigns pursuant to Section 3.4 of this Agreement upon satisfactory completion of the Improvements.

"City" means the City of Anoka, Minnesota.

"City Improvements" means those improvements to or serving the Property to be performed by the City, as more fully set forth under Article VII of this Agreement.

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

"Developer's Improvements" means those improvements to or serving the Property to be performed by the Developer, as more fully set forth under Article IV and V of this Agreement

"Event of Default" shall have the meaning set forth in Section 16.1 of this Agreement.

"Improvements" means the site preparation, grading, landscaping, streets, sidewalk, and utility installation, in accordance with the approved Construction Plans for the Improvements and pursuant to the terms of this Agreement.

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

"Party" means either the Developer or the City.

"Parties" means the Developer and the City.

"Purchase Agreement" means the purchase agreement dated May 21, 2014, between the City and the Landmark of Anoka II, LLC.

"State" means the State of Minnesota.

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

ARTICLE II

Representations And Warranties

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

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

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

(a) The Developer is organized and authorized to transact business in the State, is not in violation of any provisions of its corporation or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of the corporation.

(b) The Developer will construct the Improvements upon the Property in accordance with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations).

(c) It is the intent and understanding of the parties that upon completion of the Improvements, consisting of single family homes upon the Property, that the Developer will market the homes to individuals intending to use the Property as their primary residence as opposed to a rental property.

(d) It is the intent and understanding of the parties that each model home to be constructed upon the Property will have a current fair market value in excess of \$375,000. No split level or modified two story homes will be permitted to be constructed on any of the lots. All homes to be constructed must be approved by Dean Hanson of Hanson Builders prior to submittal to the City for approval and issuance of a building permit. All homes must meet architectural control standards set forth in the Anoka City Code, Chapter 74, Article V, Division 6, Section 74-270 (k) EXCEPT (2)-b-1, and expect that no vinyl or aluminum siding shall be permitted on the front façade of a home. All

homes must have driveways constructed with concrete. No bituminous driveways shall be permitted.

(e) The Developer has received no notice or communication from any local, state or federal official that the proposed activities of the Developer may be or will be in violation of any environmental law or regulation. The Developer is aware of no violation of any local, state or federal environmental law, regulation or review procedure, or of any facts which would give any person a valid claim under the Minnesota Environmental Rights Act.

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

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

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

(i) The Developer shall provide to the City, upon execution of this Agreement and prior to the commencement of construction of the Improvements, proof of financing in an amount and from a source found sufficient by the City to assure the Developer's ability to construct the Improvements contemplated by this Agreement.

ARTICLE III

Construction Of Improvements

Section 3.1. Construction of Improvements. The Developer will construct the Improvements on the Property in accordance with the approved Construction Plans (EXHIBIT B) and at all times during the term of this Agreement will operate and maintain, preserve and keep the Improvements or cause the Improvements to be operated, maintained, preserved and kept in good repair and condition.

Section 3.2. Construction Plans.

(a) The City's willingness to enter into a Development Agreement with the Developer is predicated upon and subject to the Developer's agreement that it will construct the Improvements in accordance with Construction Plans that Developer shall provide to the City for its review and approval. The Construction Plans shall provide for the construction of the Improvements and shall be in conformity with this Agreement and all applicable state and local laws and regulations. The City shall approve the

Construction Plans in writing if: (1) the Construction Plans conform to the terms and conditions of this Agreement; (2) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations; (3) the Construction Plans are adequate to provide for the construction of the Improvements; and (4) no Event of Default has occurred. If the City rejects the Construction Plans in whole or in part, which rejection shall be by a written statement from the City specifying the respects in which the Construction Plans submitted by the Developer fail to conform to the requirements of this Section 3.2, then the Developer shall submit new or corrected Construction Plans within thirty (30) days after receipt by the Developer of such written statement.

The provisions of this Section 3.2 relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City. Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement or the provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default. The Construction Plans shall be deemed approved by the City unless rejected in writing within thirty (30) days after receipt from the Developer by the City with a statement of the City's reasons for such rejection.

(b) If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the proposed change, in writing, to the City for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Agreement and such changes do not materially alter the nature, quality or exterior appearance of the Improvements, the City shall approve the proposed change and notify the Developer in writing of its approval.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, and contingent upon Developer securing adequate financing, the Developer shall commence construction of the Improvements by July 31, 2015. Subject to Unavoidable Delays, the Developer shall have substantially completed the construction of the Improvements by September 30, 2017 unless amended by the parties. Appropriate extension of time for completion shall be made for time lost as a result of Unavoidable Delays or other factors approved by the City; provided that within twenty (20) days after the occurrence of an Unavoidable Delay or other factor, the Developer shall have notified the City in writing of such occurrence.

Until construction of the Improvements has been completed, the Developer shall make reports to the City, in such detail and at such times as may reasonably be requested by the City, as to the actual progress of the Developer with respect to construction of the Improvements. The Developer shall allow designated representatives of the City to enter upon the Property, upon twenty-four (24) hour prior notice, during the construction of the Improvements to inspect such construction.

Section 3.4. Certificate of Completion.

(a) Promptly after completion of the Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Developer to

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

(b) If the City shall refuse or fail to provide any certification in accordance with the provisions of this Section 3.4, the City shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement, indicating in detail in what respects the Developer has failed to complete the Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such certification.

(c) The construction of the Improvements shall be deemed to be completed when such Improvements are substantially completed. Such Improvements will be deemed to be substantially completed when the Developer has received a certificate of occupancy by the City for all 67 homes to be constructed.

ARTICLE IV

The Developer will construct and install, at Developer's expense, the following improvements identified under Parts A and B ("Developer's Improvements"), according to the terms and conditions stated herein.

Developer's Improvements (Part A)

Section 4.1. Site Grading. The Developer shall do all site grading associated with common greenway, trails/sidewalks and open spaces, storm water storage ponds and surface drainage ways including sodding of boulevards, all in accordance with the Construction Plans. Upon completion of all grading, Developer's engineer shall certify in writing that the site is graded to the approved plans and that all unbuildable soils are removed from within the street right-of-way and within the buildable area identified herein. Also, the Developer agrees prior to commencement of grading to call a pre-construction meeting between the City, Developer and contractors for the site grading.

Within thirty (30) days after completion of grading and before any retained security is fully released, the Developer shall provide the City with an “as built” grading plan. “As built” plans shall include field verified elevations of the following:

- A. Location and elevations of swales and ditches
- B. Lot corners and house pads

Occupancy permits shall not be issued by the Building Official until the grading and drainage plan is certified as set forth above.

Section 4.2. Soil Erosion and Tree Protection. The Developer shall control soil erosion ensuring:

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

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

(c) Land shall be developed in increments of workable size such that adequate erosion and siltation controls can be provided as construction progresses. The smallest practical area of land shall be exposed at any one period of time.

(d) Where the topsoil is removed, sufficient comparable soil shall be set aside for re-spreading over the developed area which shall also be seeded, mulched, and disk anchored. The topsoil shall be restored to a depth of at least four (4) inches, and shall be of a quality at least equal to the soil quality prior to development.

(e) The Developer shall be responsible to maintain the required tree protection during all grading activities.

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

Section 4.3. Iron Monument Placement. The Developer shall place iron monuments at all lot and block corners and at all other angle points on boundary lines. Iron monuments shall

be placed after all street/utilities (public and private) and lawn grading has been completed in order to preserve the lot markers for future property owners. The Developer's surveyor shall submit a written notice to the City certifying that the monuments are installed following site grading, utility and street construction.

Section 4.4. Street Signs. The Developer shall pay for the installation of all standard street signs at all locations required for the development as determined by the City Engineer. The City Engineer shall, by August 30, 2015, advise Developer of the required sign locations. The Developer has the option of installing the signs per City design and installation requirements or the City shall install all such signage and the Developer shall reimburse the City for the cost thereof by payment in advance to the City of the estimated cost thereof.

Section 4.5. Street and Storm Sewer Maintenance. The Developer shall be responsible for street and storm sewer maintenance, including curbs, boulevards, sod, street sweeping and storm sewer cleaning until 95% of the homes within the development are constructed upon the lots. The City's Consulting Engineering will conduct site visits to ensure compliance. Staff will contact the Developer in writing and give a reasonable timeframe to meet compliance. If this is not met, the City will sweep the streets and invoice the Developer for time spent. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and directing attention to detours. If and when the street becomes impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the developer shall maintain a smooth driving surface and adequate drainage on all temporary streets. Performance shall be guaranteed by the financial guarantee recited herein.

Should snow plowing be necessary prior to street paving, the Developer shall be responsible for such plowing as may be required by the Streets Supervisor. If, upon the Developer's request, the City agrees to plow the street prior to acceptance, such work will be done upon agreement that the Developer will hold harmless and indemnify the City from any and all liability claims related to such work and pay all costs associated with that work. Any plowing undertaken by the City will constitute no acceptance or evidence of acceptance of the street(s) in question. The final wear course shall not be constructed until at least one construction season after the base construction is completed and shall be delayed one more construction season if at least 75% build out is not achieved. However, the final wear course shall not be delayed for a period longer than two years after the base course is paved, regardless of build out; in which case, the developer shall provide an escrow for fog sealing the streets in the event the final wear course is placed prior to 75% build out. Upon final completion of streets and acceptance by the City as a City street, the Developer shall guarantee to the City for a period of two (2) years that the streets have been constructed to City standards. The warranty period shall not commence until such time as street construction is completed and the streets are accepted as City streets by the City. The two (2) year warranty set forth above commences upon the date on which the City accepts the streets by resolution.

Section 4.6. Stormwater Holding Ponds During Construction. The Developer shall be responsible for storm sewer cleaning and holding pond dredging, as reasonably required by the City, prior to completion and acceptance of the development. The Developer grants the City the right to enter upon the property to perform all functions required under this Agreement and City Codes. Performance shall be guaranteed by the Performance Guarantee set forth under Article VIII of this Agreement.

Section 4.7. Approvals and Permits. The Developer shall be responsible for securing all necessary approvals and permits from all appropriate Federal, State, Regional and Local jurisdictions prior to the commencement of site grading and prior to the construction of Developer Improvements.

Section 4.8. Utilities. The Developer shall arrange for all gas, telephone, cable television (if available) and electric utilities to be installed to serve the development. City shall reimburse the Developer for installation of small utilities through a joint trench agreement between the developer and Anoka Municipal Utility.

Section 4.9. Street Lights. The Developer shall be responsible for installation of street lights according to City design and spacing specifications.

Section 4.10 City Engineer. The City shall provide a licensed professional engineer, or their duly authorized representative, at a cost not to exceed \$80 per hour, to oversee, at the Developer’s expense, the Developer’s Improvements identified in Part A of Article IV until such improvements are completed and accepted by the City. The City shall conduct an inspection within 48 hours of notice or request by the Developer. The 48 hour notice shall exclude weekends and holidays.

Estimated cost of Developer’s Improvements for **Parts A**, the description and completion dates are as follows:

| <u>Description of Improvements</u> | <u>Estimated Cost</u> | <u>Date to be Completed</u> |
|--|-----------------------|-----------------------------|
| <u>Part A</u> | | |
| 1. Site grading (including erosion control and tree preservation) | \$ 203,000 | August, 2015 |
| 2. Iron Monuments | \$ 5,000 | August, 2016 |
| 3. Erosion control/street sweeping/tree protection | \$ 2,500 | August, 2016 |
| 4. Sodding of boulevard | \$ 5,000 | August, 2016 |
| 5. Landscaping improvements | \$ 100,000 | |
| 6. Street Lights | \$ 15,000 | |
| 7. Other | \$ 0 | |
| Total Estimate of Part A (Items 1-7) | \$ 330,500 | |
| Estimated Legal, Engineering & Administrative, Indirect Costs (2%) | \$ 6,610 | |
| Total Part A | \$ 337,110 | |

Developer’s Improvements (Part B)

Section 4.11. Construction of City Maintained Improvements.

(a) The Developer shall install all streets, trails/sidewalks and utilities (sanitary sewer, watermain and storm sewer) in accordance with the approved street/utility plan and specifications that has been approved by the City and/or the City's consulting engineer. Also, the Developer agrees prior to commencement of construction to call a pre-construction meeting between the City, Developer and contractors for the street and utility construction. Developer further agrees to coordinate its contractors' activities with the City for inspections. If improvements are installed without required City inspections, the City may require that such improvements be removed and reconstructed. City inspector shall be notified at least 48 hours prior to any and/or all construction activity.

(b) The Developer shall be responsible for securing all necessary approvals and permits from all appropriate Federal, State, Regional and Local jurisdictions prior to the commencement of streets, trails/sidewalks, utilities, etc. and prior to the Developer awarding construction contracts.

(c) Inspection. All of the work shall be under and subject to the inspection and approval of the City and, where appropriate, any other governmental agency having jurisdiction. The City shall provide a licensed professional engineer, or their duly authorized representative, at a cost not to exceed \$80 per hour, to oversee, at the Developer's expense, the Developer's Improvements identified in Part B of Article IV until such improvements are completed and accepted by the City. Construction observation shall include part or full time observation, as determined by the City Engineer, of proposed street, sanitary sewer, water and storm drainage construction and will be billed on hourly rates actually required for said inspection. In the event of prolonged construction or unusual problems, the City will notify the Developer of anticipated cost overruns for engineering administration and observation services. The City shall conduct an inspection within 48 hours of notice or request by the Developer. The 48 hour notice shall exclude weekends and holidays.

(d) Testing Requirements. The developer shall retain an independent testing service to perform the required tests of materials. Copies of tests will be directed to the City Engineer. The cost of this service will be the responsibility of the developer. The City shall be notified 24 hours in advance of all scheduled tests so its representatives can be present at the time tests are made. The required tests include sanitary sewer, watermain, storm sewer, street subgrade, sidewalk and bike path subgrade, base course, wear course, and curb and gutter.

(e) Easements. The Developer shall dedicate to the City, as part of the final plat and at no cost to the City, all permanent easements necessary for the construction and installation of the Developer's Improvements under Part B as determined by the City. It shall be Developer's responsibility to obtain any and all temporary easements as may be necessary for Developer's performance under this Agreement.

(f) Oversizing Reimbursement. In the event that Developer is required to construct any sanitary sewer, storm sewer, watermain improvements or trail improvements that will benefit properties beyond the boundary of the Developer's plat, the City shall reimburse Developer for the construction costs thereof as determined by the Developer, and

agreed upon by the City, through invoices of work provided. . This amount shall be paid to Developer on or about thirty (30) days after the City's receipt of an invoice showing the amount due is provided to the City.

(g) The Developer shall be responsible for all standard street signs at all locations required for the development.

(h) As-built drawings of all improvements identified in Part B shall be filed with the City Engineer. Such as-built drawings shall show the date of construction and shall be drawn in such a manner and on such materials to meet the standards of the City available in the City engineer's office. As-built drawings must be completed and filed in the City engineer's office within 365 days of the completion of such improvement. If as-built drawings are not filed within the time period specified the City engineer may be authorized to conduct surveys and complete the drawings and all of the costs pursuant thereto shall be paid by the Developer.

Estimated cost of Developer's Improvements, the description and completion dates for **Parts B** are as follows:

| <u>Description of Improvements</u> | <u>Estimated Cost</u> | <u>Date to be Completed</u> |
|--|------------------------|-----------------------------|
| <u>Part B</u> | | |
| 1. Sanitary sewer, watermain, streets, storm sewer, etc. | \$ 1,271,338 | |
| 2. Trails/Sidewalks (Included in #1) | \$ | |
| Total Estimate of Part B (Items 1-2) | \$ 1,271,338 | |
| Estimated Legal, Engineering & Administrative, Indirect costs (2%) | \$ 25,426.76 | |
| Total Part B | \$ 1,296,764.76 | |

Note: Additionally, Developer shall be responsible for all typical development fees identified in the City Fee Schedule as adopted by City Code.

ARTICLE V

Additional Developer Improvements

The City and Developer identify certain other developer improvements will occur. The following outlines terms and conditions related to said improvements.

Section 5.1. Private Pool. The Developer shall construct a private pool with bathhouse and five on-street parking stalls consistent with the Construction Plans.

Section 5.2. Rum River Regional Trail. The Developer shall be responsible for grading in a trail that runs west from a point beginning at the northeast corner of Lot 11, Block 2 to westerly boundary of Outlot F, as shown on the Construction Plans.

Section 5.3. Trail between Lot 11, Block 1 and Lot 1, Block 2. The Developer shall be responsible to install a bituminous trail that connects from the public right-of-way to the Rum River Regional Trail consistent with the Construction Plans. The City shall reimburse the developer for the trail improvement.

Section 5.4. Trail between Lot 11, Block 2 and Lot 1, Block 3. The Developer shall be responsible to construct and pay for the trail that provides multi-modal access to 7th Avenue and also serves as an emergency access. The trail shall be constructed according to the Construction Plans.

ARTICLE VI

Additional City/Developer Obligations

Section 6.1. Homeowners Association. A homeowners association shall be established along with a written declaration to be approved by the City. The declaration shall include authorization for the city to enforce the provisions if the association fails to do so. The City shall require reimbursement for costs of enforcement including, but not limited to, attorney fees. The declaration may not be amended without City approval, which approval shall not be unreasonably withheld.

Section 6.2. Storm Sewer/Pond/Filtration Area Maintenance. The Homeowners Association and City shall enter into a stormwater maintenance agreement outlining continued maintenance and responsibility by each party for certain storm sewer, pond and filtration area maintenance and ownership.

Section 6.3. Grading Of Outlot A. The Developer shall have the right to enter upon, grade, and remove material from Outlot A for use by the Developer for the Developer's Improvements. Prior to any such grading and/or removal of materials, the Developer shall submit to the City for approval, a grading plan of Outlot A and expected amount of material to be removed (in cubic yards). All costs and expenses associated with the grading and/or removal of materials from Outlot A shall be the sole responsibility of Developer. Any remaining material from Outlot A not needed by the developer shall be the City's and City shall have the right to use as desired. Any such remaining materials shall be located by Developer to a location on Outlot A as identified by the City. If the amount of material removed from Outlot A used by the Developer exceeds 50,000 cubic yards written approval is required by the City. The Developer shall also restore Outlot A to a condition acceptable by the City. This condition shall be included in the grading plan submitted to, and approved by the City.

Section 6.4. Dust and Soil Erosion Control on Outlot A. Upon completion of the grading and material removal of Outlot A, the City may require Developer, at Developer's expense, to implement seeding or other methods determined by the City to be necessary to prevent and control dust and soil erosion on Outlot A.

The release and indemnification provisions of Section 14.2 of this Agreement shall apply with like force to the grading, material removal, and dust and soil erosion control of Outlot A as if fully restated herein. Further, Developer hereby covenants and agrees that Developer will not permit or allow any mechanic or materialman's liens to be placed on Outlot A. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on Outlot A, the Developer shall take all steps necessary to see that it is removed within thirty (30) days of its being filed.

ARTICLE VII

City Improvements

The City will perform certain improvements according to the following terms and conditions:

Section 7.1. Water Main Connection. The City shall install a water main along 7th Avenue as provided in the Construction Plans. Improvements will be completed by August 24, 2015.

Section 7.2 Trailhead/Tot Lot Provided all construction work and improvements to be performed by the Developer and necessary in order for the City to proceed has been completed, the City shall construct a tot lot park with playground equipment and parking lot not later than October 1, 2015 on the southeast corner of the Anoka Nature Preserve. This date shall supersede any previous agreements that required installation at an earlier date.

ARTICLE VIII

Performance Guarantees, Financial Requirements, Plat Recording

Section 8.1. Developer's Improvements. The Developer will fully and faithfully comply with all terms and conditions of any and all contracts entered into by the Developer for the installation and construction of all Developer's Improvements identified in Parts A and B of Article IV, and obligations identified in Article V.

Section 8.2. Guarantees. The Developer shall provide to the City cash in the amount of \$203,000 to be placed in escrow prior to the Commencement of Construction. The Developer shall also provide at the same time to the City, \$32,026.76 in cash to be placed in escrow for City engineering, administration, and inspection costs. On or before November 30, 2015 the Developer shall provide the City a cash escrow or letter of credit in the amount of 1.25x the cost of any remaining Developer Improvements required in this agreement not yet completed. This amount shall include but not be limited to grading, tree removal, sanitary sewer, watermain, storm sewer, streets, sidewalks, street lights, landscaping, and monument placement. The developer shall provide a breakdown of the remaining costs of work to be completed. The City will allow reductions in the letter of credit or cash escrow upon work being completed and approved by the City. If a letter of credit is received, the original \$203,000 cash escrow will be returned to the developer. If a cash escrow is provided, the original \$203,000 will be put towards the remaining amount required.

Section 8.3. Park Dedication. The Developer shall pay in the amount of \$170,381 in park

dedication prior to recording of the final plat.

Section 8.4. Final Plat Recording. The City shall record the final plat once the City has received the letter of credit required to be submitted in Section 8.2 and all park dedication fees required in Section 8.3. The City has the right to hold recording of the final plat until these have been received.

Section 8.5 Erosion Control.

(a.) Financial Guarantee. A portion of the Developer's letter of credit required by the Developer's agreement shall include a guarantee of compliance with erosion control measures, and shall be furnished upon approval of the Developer's Agreement before work is commenced. The financial guarantee shall remain in place until all the subdivider's obligations under the erosion control plan have been satisfied. If the City draws upon the financial guarantee, the subdivider shall within ten (10) days of the draw, deposit with the City additional security of the same type and amount that the City has drawn. No further inspections will be conducted, no new building permits will be issued, and all work must stop within the development until the cash deposit for erosion control is restored to the predraw balance.

(b.) Enforcement. The City may issue a stop work order halting all development work and building construction for noncompliance with the erosion control plan. The City may draw down the posted financial guarantee and perform any work necessary to achieve compliance with the erosion control plan. The City will endeavor to give the developer advance notice of such action.

ARTICLE IX

Recording And Release

The Developer agrees that the terms of this Agreement shall be a covenant on any and all property included in the Subdivision. The Developer agrees that the City shall have the right to record a copy of this Agreement with the Anoka County Recorder to give notice to future purchasers and owners. This shall be recorded against the Property and Subdivision described on Page 1 hereof.

ARTICLE X

Reimbursement Of Costs

The Developer agrees to fully reimburse the City for all costs incurred by the City in connection with this Agreement including, but not limited to, the actual costs of preparation of the plans and specifications for said improvements, engineering fees, legal fees, inspection fees, interest costs, costs of acquisition of necessary easements, if any, and any other costs incurred by the City relating to this Agreement and the installation of the aforementioned improvements.

Furthermore, the Developer agrees to deposit with the City such sums reasonably required by the City and relating to the costs described in the preceding paragraph. The amounts of such deposits shall be as shown in the City Fee Schedule as adopted by City Code. Said amount shall bear no interest and the City shall have the right to pay all fees and expenses and

costs which are the obligations of the Developer under this contract from the aforementioned escrow deposit. Any monies remaining after the payment of said fees and costs shall be returned to the Developer. Any disputes regarding said fees shall be resolved in accordance with Minnesota Statutes §§ 462.353 and 462.361.

All reimbursements from the City to Developer as set forth in this Agreement shall be made administratively, when possible, so that Developer will not be required to seek further City Council approval for such reimbursements.

ARTICLE XI

Building Permits And Certificates Of Occupancy

Where a platted street intersects an existing publicly maintained road, the City Building Official will only issue building permits on lots within 150 feet of a hard surfaced roadway. In the event lots are more than 150 feet from a hard surfaced roadway, the Developer shall construct a gravel service road to provide access to these lots as required by the City. The Developer shall submit a plan to the City for approval identifying the location of the proposed access roads and the lots being requested for building permits. Building permits can be requested for the remaining lots within the development after the first lift of the asphalt has been installed on the street. The City shall require that a “Hold Harmless Agreement” be provided by the Builder if the drainage improvements serving the development (i.e. ponds, outlet structures, and overflow pipes) are not completed prior to a building permit being issued. No certificate of occupancy will be issued on any lot that abuts a pond unless the pond infrastructure is completed according to the City approved plan.

No Certificate of Occupancy permit shall be issued for any house in the plat until the following have been completed:

- A. An as-built plan of the development and a letter from the Developer’s engineer certifying the plat has been graded according to the grading, drainage and erosion control plan as approved by the City. The Developer will notify the City a minimum of two (2) weeks prior to any Certificate of Occupancy permit being requested.
- B. The first lift of street asphalt surface, sanitary sewer, storm sewer and water has been constructed, considered operational, and approved by the City Engineer. The Developer will notify the City a minimum of two (2) weeks prior to any Certificate of Occupancy permit being requested to allow adequate time for an inspection to be completed of all the required improvements.
- C. The building official completes and inspection of both the sewer and water connections to the building and has certified that they have been constructed satisfactorily in accordance with the City specifications in the City Code.

The Developer further agrees that it will not cause to be occupied, any premises constructed upon the plat or any property within the plat until the completion of the gas, electric, telephone, cable television (if available), streets to asphalt surface, sanitary sewer, storm sewer, and water, unless the City has agreed in writing to waive this requirement as to a specific premises.

Seeding and sodding of the lot shall be completed prior to a certificate of occupancy. In the event a lot is not seeded or sodded and does not have 4 inches of black dirt spread prior to issuance of a Certificate of Occupancy, the builder of a house constructed upon a lot shall post a \$2,000 cash escrow for each lot that is not seeded or sodded, to assure that the lot will have black dirt and a lawn established within six months. Escrowing prior to issuance of the Certificate of Occupancy shall also be required for all other incomplete items.

The City Building Official may issue a stop work order for any violations relating to silt fencing, erosion control or tree protection.

ARTICLE XII

Cleanup

Developer shall promptly clean dirt and debris from streets that has resulted from construction by the Developer, its agents or assigns. Performance shall be guaranteed by the Performance Guarantee recited herein. City reserves the right to perform such work as necessary and will invoice all costs to Developer if not completed within the timeframe set by the City, its agents or assigns, in a written notice. The Developer shall be responsible for rubbish and/or construction debris blown off the Property.

ARTICLE XIII

Acceptance and Warranty Of Improvements

Acceptance of the completed work shall be made by the City Engineer, subject to the following:

- a. The developer or the developer's engineer must submit written certification to the City Engineer stating that all public improvements have been completed in accordance with the approved plans and specifications.
- b. The developer's engineer shall provide the City with a complete set of computer disks and 2 sets full size "as-builts" for the City records as outlined in this manual. These as-builts shall be submitted within 30 days after the completion of the improvements, and before any security is released.
- c. The developer's surveyor shall provide the City with written certification that all corners of lots (iron monuments) have been placed.

Upon construction of the work and construction required by this contract and acceptance by the City, the improvements lying within the public right-of-way or easements shall become City property without further notice or action.

Warranty Period. If within the time prescribed by law, by the contract documents and the Developer's Agreement if any of the work is found to be unacceptable, the developer shall correct it promptly unless the City has previously accepted the work. The developer shall give

prompt notice after discovery of any unacceptable conditions to the contractor responsible for the project work. The following requirements apply:

- a. The developer shall guarantee all work relating to utilities, appurtenances, material and equipment furnished by him for a period of one year from the date of written acceptance of the work or project.
- b. The developer shall guarantee all work relating to street construction including concrete curb and gutter, materials and equipment furnished by him for a period of two years from the date of written acceptance of the work or project. The streets will not be accepted prior to the wearing course being constructed.
- c. The developer shall provide a maintenance bond. The amount of maintenance bond will be determined by the City engineer based on the cost of imported manufactured materials delivered to the project.

After all public improvements have been completed, properly inspected as specified above, and an acceptable maintenance guarantee provided, the project will be accepted by the City and the maintenance bond may be released.

The Developer shall schedule City inspections through the City Engineering Department a minimum of forty-eight (48) hours prior to constructing City maintained improvements within the public right-of-way or easements.

Prior to acceptance by the City of the City maintained improvements lying within the public right-of-way or easements, the Developer shall provide evidence by sworn construction statement that all contractors who may be entitled to file mechanics liens have been paid.

ARTICLE XIV

Prohibitions Against Assignment And Transfer; **Indemnification**

Section 14.1. Prohibition Against Transfer of Property and Assignment of Agreement.

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

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

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

(ii) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject unless the Developer agrees to continue to fulfill those obligations, in which case the preceding provisions of this Section 14.1(b)(ii) shall not apply; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) deprive the City of any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of the Parties as expressed in this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer or change with respect to ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the City would have had, had there been no such transfer or change. In the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereto.

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

(c) Notwithstanding the foregoing in this Section 14.1 which the City agrees is not applicable to a conveyance as described in this subpart (c), Developer shall have the right to convey a lot or lots to Hanson Builders, Inc., Jonathan Homes of MN, LLC, Regency Homes, Inc., or Dingman Custom Homes for the purpose of construction of a single family house thereon in accordance with all requirements set forth in this Agreement and all applicable City Code requirements. Conveyance of a lot or lots to any other entity shall require written approval by the City.

Section 14.2. Release and Indemnification Covenants.

(a) The Developer releases from and covenants and agrees that the City, and the governing body members, officers, agents, servants and employees thereof shall not

be liable for, and agrees to indemnify and hold harmless the City and the governing body members, officers, agents, servants and employees thereof, against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Improvements or Developer's Improvements.

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

(c) The City, and the governing body members, officers, agents, servants and employees thereof shall not be liable for any damage or injury to the persons or property of the Developer, or its officers, agents, servants or employees or any other person who may be about the Property due to any act of negligence of any person, excluding the negligent acts or misconduct of the City, its agents or employees.

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

(e) Upon completion, and acceptance by the City, of Developer's construction of the riverbank stabilization improvements, the City and the governing body members, officers, agents, servants and employees thereof agree to indemnify and hold harmless Developer and its officers, members, governors, agents and contractors from and against any loss or damage to property occurring at or about or resulting from the construction of the riverbank stabilization improvements.

Section 14.3. Approvals. Any approval of a transfer of interest in this Agreement or the Property required to be given by the City under this Article XIV may be denied only in the event that the City reasonably determines that the ability of the Developer, or its successor or assign, to perform its obligations under this Agreement, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

ARTICLE XV

Insurance and Condemnation

Section 15.1. Insurance. Developer and/or all its subcontractors shall take out and maintain during and until one (1) year after the City has accepted the Developer's Improvements identified in part A of Article IV, and two (2) years after the City has accepted the improvements (streets, trails/sidewalks & utilities) that were installed by the Developer identified in Part B of Article IV lying within the public right-of-way or easements, the following insurance:

(a) Builder's risk insurance, written on the so-called "Builder's Risk - Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Improvements at the date of completion, and with coverage available in nonreporting form on the so called "all risk" form of policy; and

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

(c) Worker's compensation insurance, with statutory coverage and employer's liability protection.

The policies of insurance required pursuant to clauses (a) and (b) above shall be in form and content satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State. The policies of insurance shall name the City as an additional insured on the policy, and the Developer or all its subcontractors shall file with the City a certificate evidencing coverage prior to any construction by the Developer or its subcontractors. The certificate shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City and the Developer in the event of cancellation of such policy or change affecting the coverage thereunder. The certificate may not contain any disclaimer for failure to give the required notice.

ARTICLE XVI

Events of Default

Section 16.1. Events of Default Defined. The term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any failure by the Developer to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

Section 16.2. Remedies on Default. Whenever any Event of Default referred to in Section 16.1 of this Agreement occurs, the City may take any one or more of the following actions after provision of thirty (30) days' written notice to the Developer by the City of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days or, if the Event of Default cannot be cured within thirty (30) days, the Developer does not provide assurances to the City reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- (a) Withhold the Certificate of Completion.
- (b) Refuse to issue building permits to any property within the plat until such time as such default has been inspected and corrected to the satisfaction of the City.
- (c) Perform the work of the Developer and the Developer shall promptly reimburse the City for any expense incurred by the City within thirty (30) days. Failure to do so shall result in the City withholding any cash deposit, certified check, letter of credit, or any other form of Performance Guarantee of the Developer.
- (d) If the plat is a phase of a multi-phase preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this contract and the breach has not been remedied.
- (e) Take whatever action, including legal or administrative action, which may appear necessary or desirable to the City to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement and shall be entitled to collect any and all expenses incurred by the City in connection therewith, including, but not limited to, engineering, legal, planning and litigation costs and expense.

Section 16.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 16.4. No Additional Waiver Implied by One Waiver. In the event any agreement should be breached by Developer and thereafter waived by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE XVII

Additional Provisions

Section 17.1. Right to Repurchase. Subject to Unavoidable Delays or any delay attributable to the City, if the Developer fails to commence construction of the Improvements prior to July 31, 2015, the City, in its discretion and upon written notification to the Developer within thirty (30) days after said date, may elect to repurchase the Property from the Developer. The repurchase price shall be the same price paid by the Developer to the City to purchase the Property, less the City's actual closing costs incurred in (1) the original sale of the Property to the Developer and; (2) the City's actual closing costs incurred in the repurchase of the Property from the Developer, payable at the time of the repurchase. The right-of-repurchase may be enforced by any appropriate means, including an action for specific performance.

Section 17.2. Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Property, or any part thereof, that the Developer and such successors and assigns shall devote the Property to, and only to, and in accordance with, the uses specified in the City Code or in approved variances, for the term of this Agreement.

Section 17.3. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

Section 17.4. Incorporation by Reference. All City approved plans, special provisions, proposals, specifications and contracts for the improvements furnished and let pursuant to this Agreement shall be and hereby are made a part of this Agreement by reference as as if fully set out herein.

Section 17.5. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to the addresses hereinbefore set forth on Page 1, or at such other address with respect to either such Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 17.6. Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 17.7. Validity. If any portion, section, subsection, sentence, clause, paragraph or phrase in this Agreement is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect or void any of the other provisions of this Agreement.

Section 17.8. Clerical Revisions. In the event that any technical or clerical revisions are needed in this document or if for any reason the County Recorder deems this Agreement un-recordable, the Developer shall cooperate with the City in the execution or amendment of any revised development agreement.

Section 17.9. Binding Effect. The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Subdivision and shall be deemed covenants running with the land. Notwithstanding the foregoing, individual homeowners shall not be obligated to perform Developer's obligations hereunder.

EXHIBIT A
PURCHASE AGREEMENT

EXHIBIT B
CONSTRUCTION PLANS

COUNCIL MEMO FORM

9.5

| | |
|------------------|--|
| Meeting Date | February 2, 2015 |
| Agenda Section | Ordinances & Resolutions |
| Item Description | RES/Approving Joint Powers Agreement with the City of Ramsey; Sewer/Water Services |
| Submitted By | Greg Lee, Public Services Director |

BACKGROUND INFORMATION

The City of Anoka has entered in to an agreement for the purchase for two properties along Trunk Highway 10; 6050 and 6058 Trunk Highway 10 (PIN #35-32-31-0004 and 35-32-25-31-0001). It is the City's intention to prepare these parcels for future development by providing utility services.

The city studied several options to provide both water and sanitary service to these properties. A summary of the results is as follows:

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

Given the options available, the most cost effective way to serve 6050 and 6058 Highway 10 with utility services is by extending services provided by the Ridgepoint development in the City of Ramsey. To facilitate this option, it will require both an easement from Village Bank, the developer of Ridgepoint, and a Joint Powers Agreement with the City of Ramsey.

Easement - Village Bank has agreed to provide an easement through their property in the form of a drainage and utility easement between two of the proposed platted lots. In return, they are asking that the City of Anoka allow them to utilize the excavated soil from the Kings Island Channel Restoration Project and create a berm utilizing approximately 30' of the western edge of 6050 Highway 10 property to construct a berm. See attached Ridgepoint grading plan.

Joint Powers Agreement – To implement Option 1 will require a Joint Powers Agreement with the City of Ramsey. The City of Anoka has a similar situation and similar agreement with the City of Coon Rapids along 9th Avenue and River Lane. A Joint Powers Agreement has been drafted by the City of Anoka's legal counsel and reviewed by the City of Ramsey's legal counsel. See attached agreement. This agreement was approved by the Ramsey City Council on January 27, 2015.

COUNCIL ACTION REQUESTED

It is recommended that the City Council adopt 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.



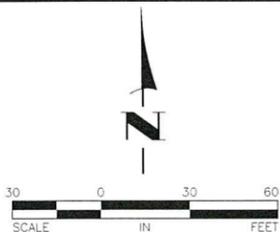
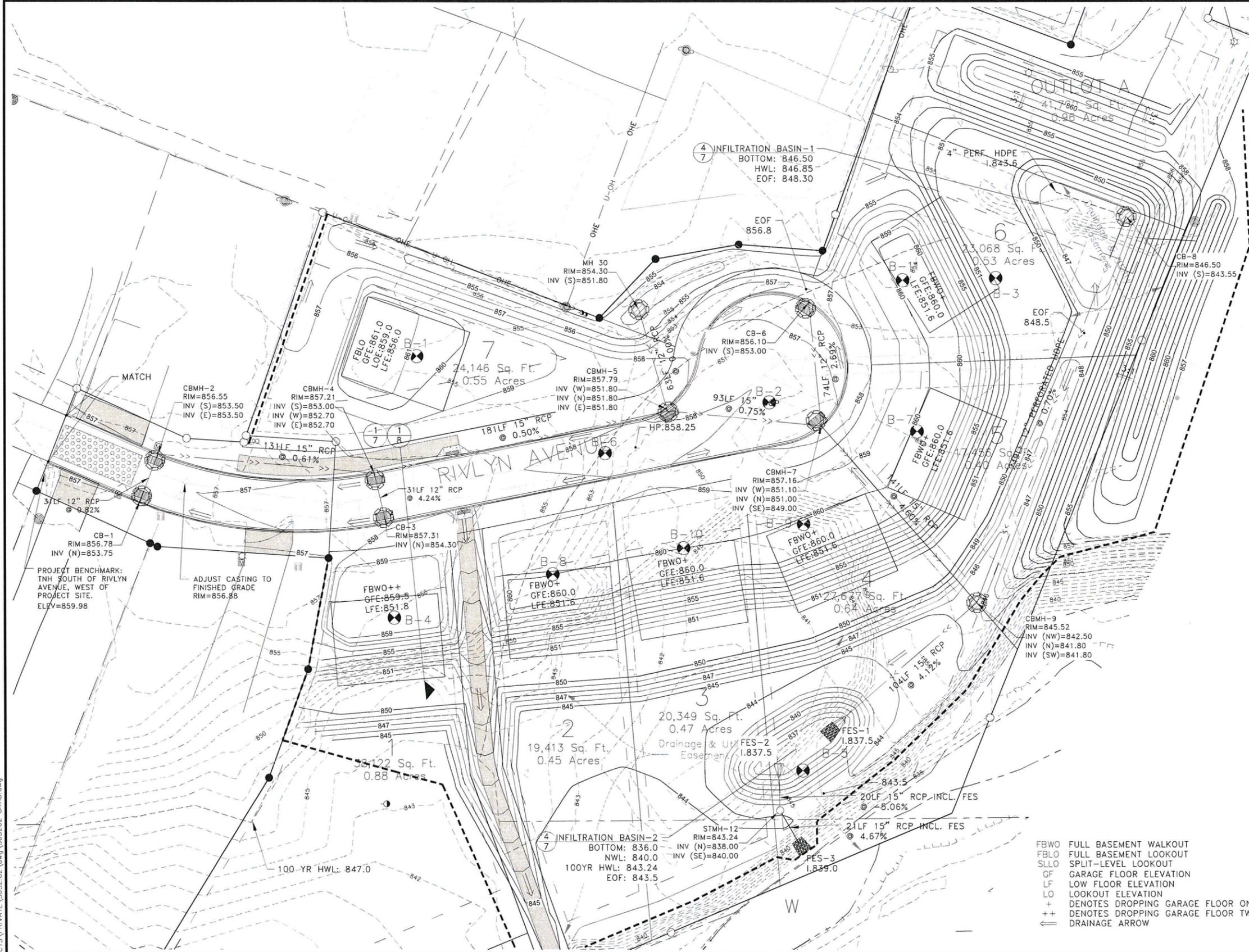
FIGURE 1

City of Anoka Utility Extension



Aerial Photo: Flown Spring of 2014





LEGEND

| | |
|-------------|--|
| --- 856 --- | EXISTING CONTOUR |
| — 856 — | PROPOSED CONTOUR |
| --- | EXISTING SANITARY SEWER |
| --- | EXISTING WATERMAIN |
| --- | PROPOSED SANITARY SEWER |
| --- | PROPOSED WATERMAIN |
| --- | PROPOSED STORM SEWER |
| | PROPOSED STORM SEWER STRUCTURE |
| TC=56.5 | PROPOSED SPOT ELEVATION |
| | DRAINAGE ARROW |
| --- | SILT FENCE $\frac{3}{3}$ |
| | INLET PROTECTION $\frac{1}{3}$ $\frac{2}{3}$ |
| | ROCK CONSTRUCTION ENTRANCE $\frac{4}{3}$ |

- GENERAL NOTES:**
- PRIOR TO IMPORTING OR EXPORTING MATERIAL FROM THE SITE, CONTRACTOR SHALL CONSTRUCT A ROCK CONSTRUCTION ENTRANCE PER DETAIL 4/3.
 - REVEGETATION SHALL OCCUR WITHIN 7 DAYS OF ROUGH GRADING.
 - SEE SHEETS 2-8 FOR ADDITIONAL NOTES, TABULATIONS AND DETAILS.
 - SITE SURVEY WAS COMPLETED BY HAKANSON ANDERSON.
 - STREETS AND PROPERTY ADJACENT TO THE CONSTRUCTION SHALL BE KEPT FREE FROM SEDIMENT CAUSED BY CONSTRUCTION TRAFFIC, SITE RUNOFF AND BLOWING DUST.
 - EXCEPT FOR THE INFILTRATION BASIN, ALL DISTURBED AREAS SHALL BE SEEDED WITH Mn/DOT SEED MIX 22-111 OR APPROVED EQUAL AND MULCHED WITH DISC ANCHORED, TYPE 1 MULCH MATERIAL. THE INFILTRATION BASINS SHALL BE SEEDED WITH Mn/DOT SEED MIX 33-262.
 - THIS SITE IS LOCATED WITHIN THE BOUNDARIES OF THE LOWER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION (LRRWMO).
 - AFTER CONSTRUCTION, APPLICANT SHALL CONDUCT A TEST ON THE INFILTRATION BASIN BY FILLING THE BASIN TO A MINIMUM DEPTH OF 6 INCHES WITH WATER AND MONITORING THE TIME NECESSARY TO DRAIN. THE LRRWMO SHALL BE NOTIFIED PRIOR TO THE TEST TO WITNESS THE RESULTS. ONLY LOW PRESSURE TYPE EQUIPMENT SHALL BE ALLOWED WITHIN THE FOOTPRINT OF THE INFILTRATION BASIN.
 - AFTER INITIAL GRADING, COMPLETELY SURROUND INFILTRATION BASINS WITH SILT FENCE TO PREVENT THE AREAS FROM FILLING WITH SEDIMENT.
 - PERFORMED PIPE SHALL BE INSTALLED IN TRENCH TWICE AS WIDE AS PIPE DIAMETER, BACKFILLED WITH 2" CLEAN STONE, AND COMPLETELY WRAPPED W/ GEOTEXTILE FABRIC.

| | | | |
|------|---|--|--|
| FBWO | FULL BASEMENT WALKOUT | | |
| FBLO | FULL BASEMENT LOOKOUT | | |
| SLLO | SPLIT-LEVEL LOOKOUT | | |
| GF | GARAGE FLOOR ELEVATION | | |
| LF | LOW FLOOR ELEVATION | | |
| LO | LOOKOUT ELEVATION | | |
| + | DENOTES DROPPING GARAGE FLOOR ONE COURSE | | |
| ++ | DENOTES DROPPING GARAGE FLOOR TWO COURSES | | |
| | DRAINAGE ARROW | | |

| | |
|----------------------------------|------------|
| 100 YR FLOODPLAIN GRADING | |
| 100 YR FLOOD ELEVATION = | 847.0 |
| FLOODPLAIN FILL: | 3755 CY |
| FLOODPLAIN EXCAVATION: | 4455 CY |
| NET | 700 CY CUT |

Dec 31, 2014 - 10:00am K:\cad_eng\PROJECTS\PRIVATE\363202.dwg_363202 GRAD.dwg

| DATE | REVISION |
|----------|-----------------------|
| 12/29/14 | ISSUE FOR CITY REVIEW |

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Adam M. Thiele
 ADAM M. THIELE, PE
 Date 12/29/14 Lic. No. 51317

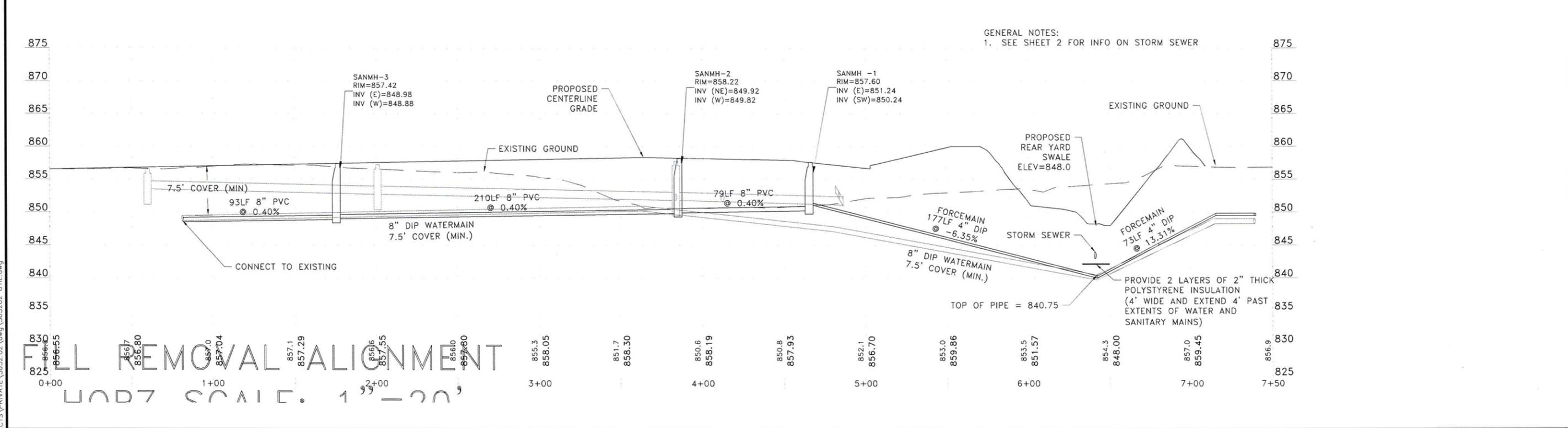
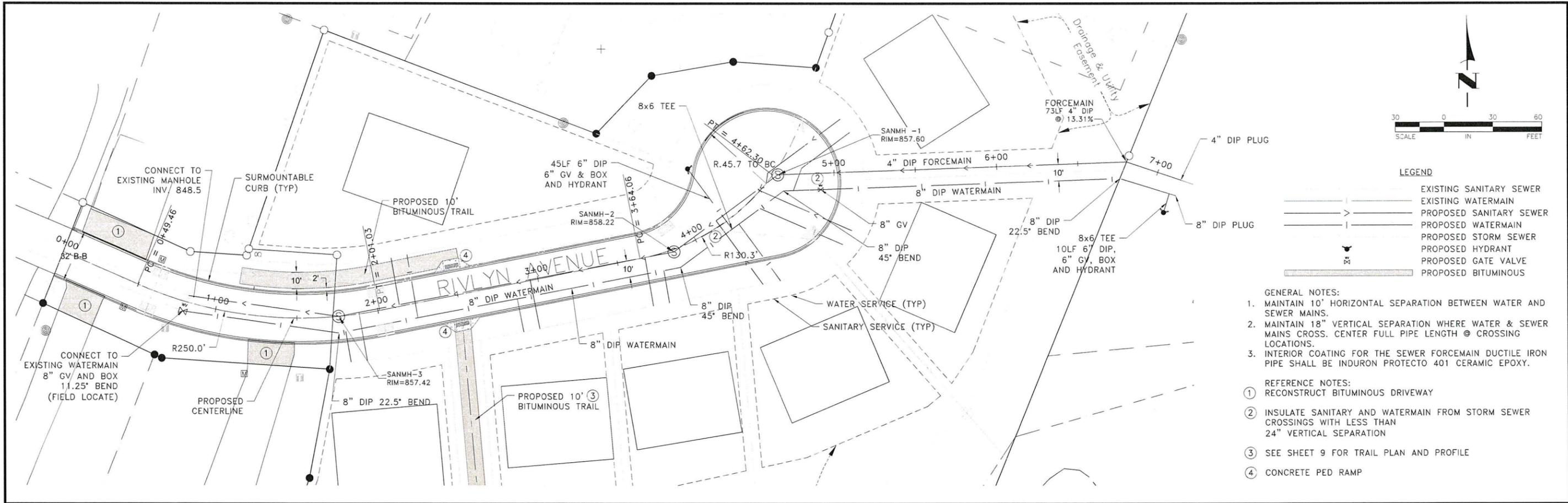
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| DESIGNED BY: | AMT |
| DRAWN BY: | AMT |
| CHECKED BY: | TAE |

Hakanson Anderson
 Civil Engineers and Land Surveyors
 3601 Thurston Ave., Anoka, Minnesota 55303
 763-427-5860 FAX 763-427-0520
 www.hakanson-anderson.com

RIDGEPOINT

GRADING, DRAINAGE &
 EROSION CONTROL PLAN
 CITY OF RAMSEY, MINNESOTA

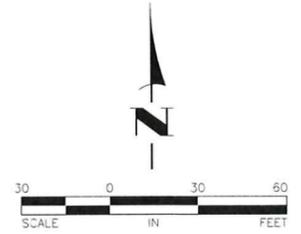
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| SHEET | 10 |
| OF | 13 |
| SHEETS | |



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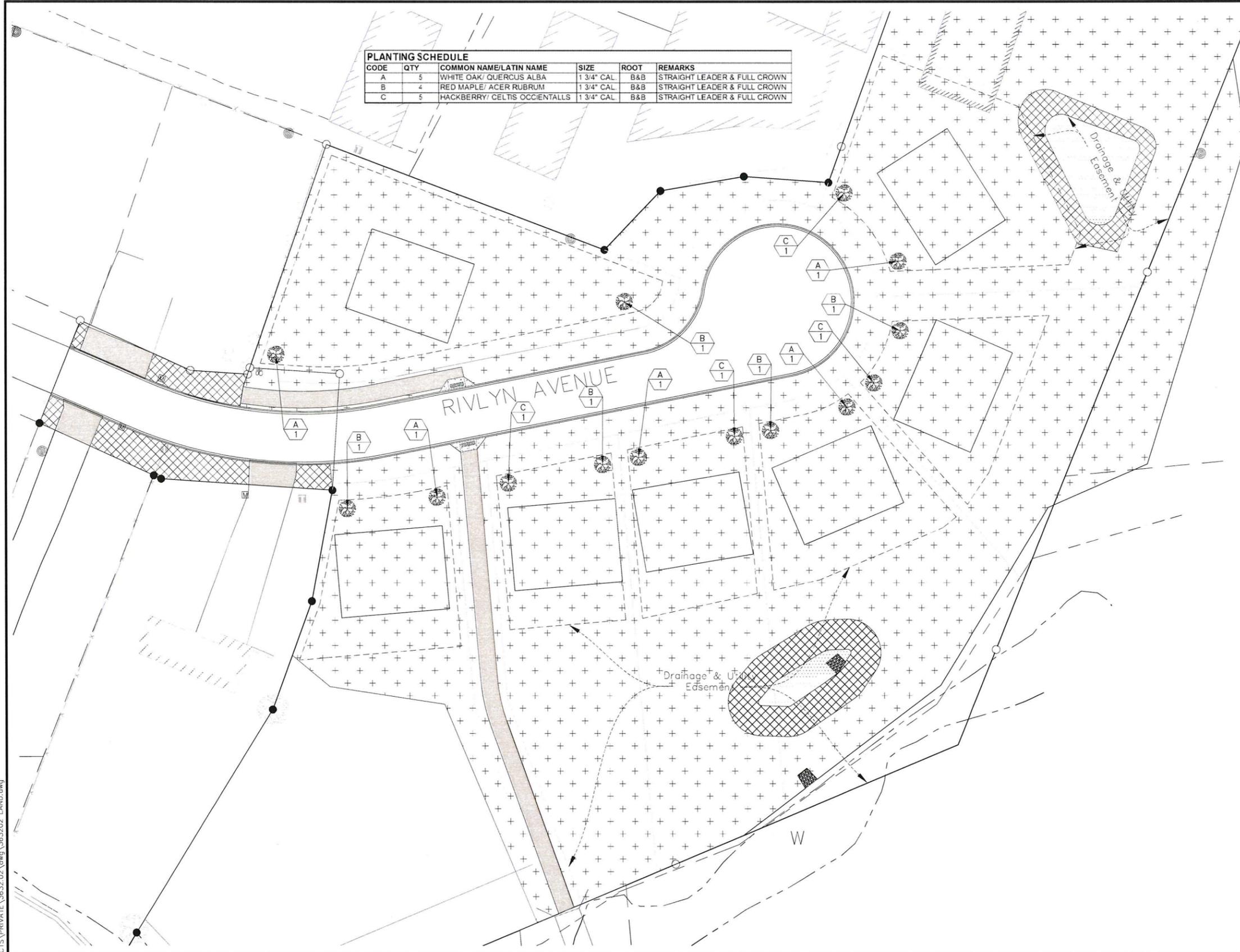
| | | | | | | | |
|----------|-----------------------|---|--------------|--|------------|--|-----------------------|
| DATE | REVISION | I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. ADAM M. THIELE, PE Date 12/29/14 Lic. No. 51317 | DESIGNED BY: | Hakanson Anderson Civil Engineers and Land Surveyors 3601 Thurston Ave., Anoka, Minnesota 55303 763-427-5860 FAX 763-427-0520 www.hakanson-anderson.com | RIDGEPOINT | STREET & UTILITY PLAN CITY OF RAMSEY, MINNESOTA | SHEET 11 OF 13 SHEETS |
| 12/29/14 | ISSUE FOR CITY REVIEW | | DRAWN BY: | | | | |
| | | CHECKED BY: | | | | | |
| | | TAE | | | | | |

| CODE | QTY | COMMON NAME/LATIN NAME | SIZE | ROOT | REMARKS |
|------|-----|-------------------------------|-------------|------|------------------------------|
| A | 5 | WHITE OAK/ QUERCUS ALBA | 1 3/4" CAL. | B&B | STRAIGHT LEADER & FULL CROWN |
| B | 4 | RED MAPLE/ ACER RUBRUM | 1 3/4" CAL. | B&B | STRAIGHT LEADER & FULL CROWN |
| C | 5 | HACKBERRY/ CELTIS OCCIDENTALS | 1 3/4" CAL. | B&B | STRAIGHT LEADER & FULL CROWN |



LEGEND

| | |
|--|-----------------------|
| | PROPOSED TREE |
| | SOD |
| | MNDOT SEED MIX 22-111 |
| | MNDOT SEED MIX 33-262 |



THE PLANTING DEPTH OF EACH TREE WILL BE INSPECTED. ANY TREE PLANTED TOO DEEPLY OR WITH FLARE BURIED WILL BE REJECTED.

ALL TREES TO BE PREMIUM QUALITY, NO "PARK GRADE" TREES ARE PERMITTED.
 AFTER INSTALLATION, TRIM OUT DEADWOOD AND/OR DEFORMED TWIGS. DO NOT CUT LEADER.
 AMENDED SOIL SHALL CONTAIN 5% ORGANIC MATTER BY VOLUME.
 DIAMETER OF HOLE SHALL BE THREE TIMES THE DIAMETER OF THE ROOTBALL OR ROOT MASS.
 ORGANIC MATTER SHALL NOT BE BANKED AGAINST THE STEM OR TRUNK OF THE TREE.
 TREE SHALL NOT BE STAKED UNLESS IT IS ABSOLUTELY NECESSARY TO DO SO.
 ALL TAGS, BANDS AND WIRES SHALL BE REMOVED FROM TREE IMMEDIATELY AFTER PLANTING.
 THE TREE SHALL BE WATERED AS NECESSARY TO PREVENT WILTING AND PROMOTE ROOT GROWTH.
 A PHOTO DEGRADABLE TREE TUBE OR EQUIVALENT SHALL BE INSTALLED AROUND ALL NEWLY PLANTED TREES.
 PULL BURLAP AWAY FROM TREE STEM.
 CUT WIRE AND PULL AWAY FROM TREE STEM.

UNDISTURBED SOIL OR COMPACTED SUBGRADE
 SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING. PLANTING HOLE TO BE 2" LARGER THAN ROOTBALL.

APPROVED: [Signature]
 DATE: 5-97

STANDARD DETAILS
 TREE PLANTING
 DETAIL
 CITY PLATE No. PARK-2

Dec 31, 2014 - 10:01am K:\acad_eng\PROJECTS\PRIVATE\3632.02\dwg\363202 LAND.dwg

| DATE | REVISION |
|----------|-----------------------|
| 12/29/14 | ISSUE FOR CITY REVIEW |
| | |
| | |
| | |

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Adam M. Thiele
 ADAM M. THIELE, PE
 Date 12/29/14 Lic. No. 51317

DESIGNED BY: AMT
 DRAWN BY: AMT
 CHECKED BY: TAE



Hakanson Anderson
 Civil Engineers and Land Surveyors
 3601 Thurston Ave., Anoka, Minnesota 55303
 763-427-5860 FAX 763-427-0520
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RIDGEPOINT

LANDSCAPE PLAN
 CITY OF RAMSEY, MINNESOTA

SHEET 13 OF 13 SHEETS



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2015-

**RESOLUTION APPROVING A 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, the City of Anoka has entered in to an agreement for the purchase for two properties along Trunk Highway 10; 6050 and 6058 Trunk Highway 10 (PIN #35-32-31-0004 and 35-32-25-31-0001); and

WHEREAS, it is the City's intention to prepare these parcels for future development by providing utility services; and

WHEREAS, the city has studied several options to provide both water and sanitary service to these properties and determined that the most cost effective option is with utilities provided by the City of Ramsey, through the Ridgepoint development.

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

1. A 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 concurs 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 concurs 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 concurs 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 Joint Powers Agreement with Anoka County.

Adopted by the Anoka City Council this the 2nd day of February 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 pay for all costs to extend the sanitary forcemain 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 parcel PIN#35-32-25-31-0004, including, but not limited to engineering, inspection, testing, and administrative costs.
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 35-32-25-31-004 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

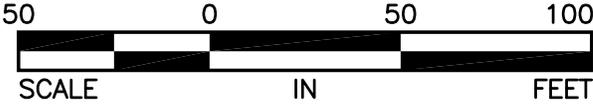
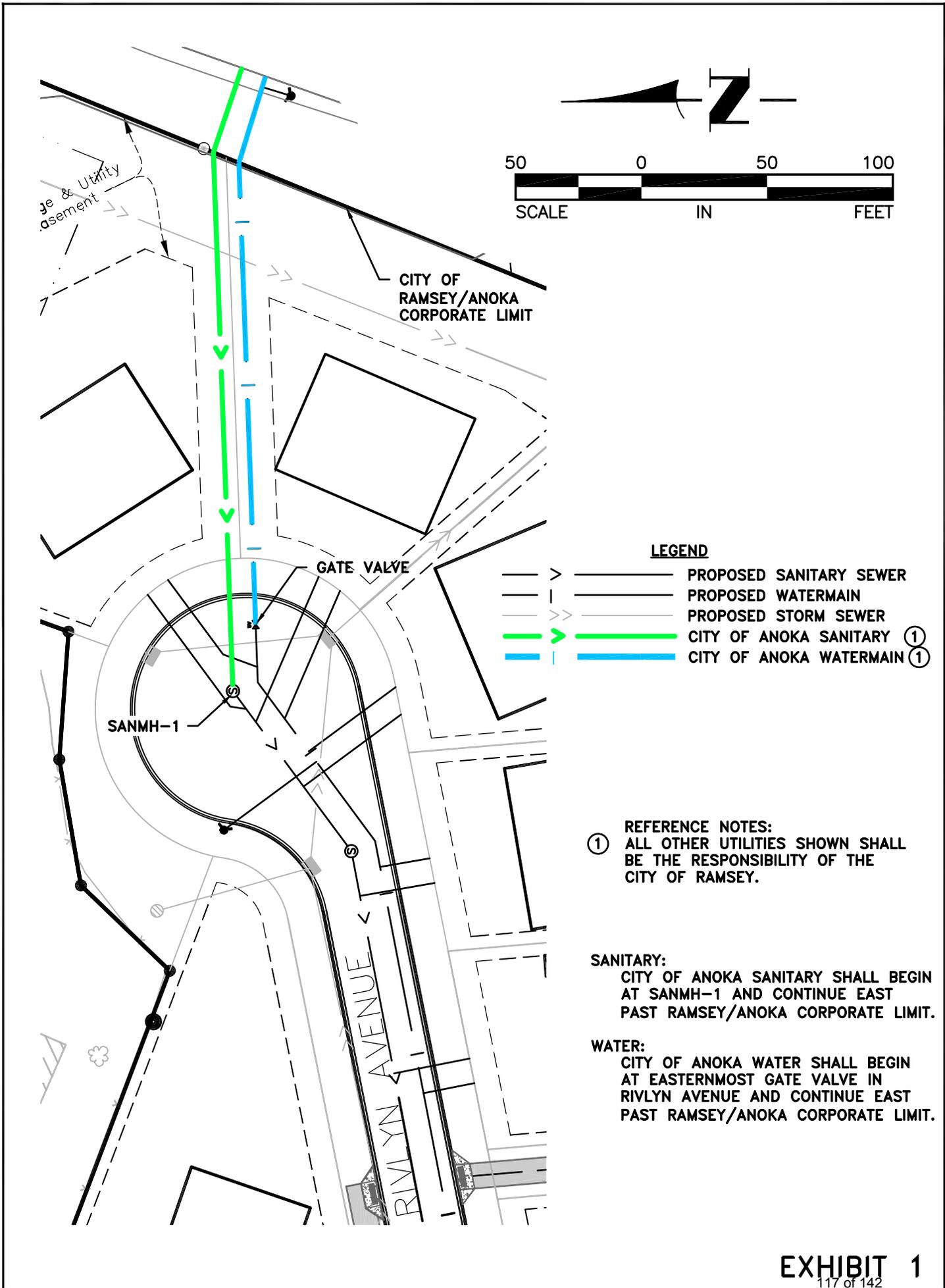
Kurt Ulrich, City Administrator

Approved as to Form

Approved as to Form

Scott C. Baumgartner, City Attorney

Joseph J. Langel, City Attorney



LEGEND

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

REFERENCE NOTES:
 ① 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

9.6

| | |
|------------------|--|
| Meeting Date | February 2, 2015 |
| Agenda Section | Ordinances and Resolutions |
| Item Description | RES/Purchase of 514 Pierce Street |
| Submitted By | Erik Thorvig, Economic Development Manager |

BACKGROUND INFORMATION:

The property at 514 Pierce Street is currently for sale. Direction was given at the December 8, 2014 worksession to pursue purchase. The property consists of one building built in 1984 and a small parking lot behind the building. The building has been vacant for over two years and is beginning to show signs of deferred maintenance on the exterior and interior.

In general the city uses the following criteria to evaluate purchases of property in the CRTV: Is it for sale? Is the price right? Is the property blighted? Does the city own adjacent property? In this instance the property is for sale, the purchase price is fair market value, the property is becoming blighted, and the city owns property close and is pursuing purchase of other property in the area.

In the short-term the building will likely be demolished and the site will remain vacant until other parcels can be assembled for development or other opportunities become available. Long term redevelopment plans show this area developed for office/light industrial use.

FINANCIAL IMPACT:

The purchase price is \$146,000 which will be funded from the Commuter Rail Transit Village Tax Increment Finance district. The asking price is \$325,000. The 2015 taxable market value is \$146,000.

COUNCIL REQUESTED ACTION:

Adopt the resolution approving purchase of 514 Pierce 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 PURCHASE OF REAL PROPERTY
514 PIERCE STREET**

WHEREAS, Registre, Inc. is the owner of real property in the City of Anoka comprising of properties with the PID:

06-31-24-24-0081 and 06-31-24-24-0083

WHEREAS, Registre, Inc. is interested in selling the real property; and

WHEREAS, it is the determination of the City Council that the purchase of the real property by the City of Anoka for redevelopment purposes is necessary and advisable and in the best interest of the City of Anoka; and

WHEREAS, the proposed sales contract for the property is attached to this resolution;

NOW, THEREFORE LET IT BE RESOLVED THAT the Anoka City Council approves the purchase of the above-described real property; that the execution of the sales contract is approved and ratified; and that the Mayor and City Clerk or his or her designee are authorized and directed to execute all documents necessary to complete the purchase.

Adopted by the Anoka City Council this 2nd day of February 2015.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

PURCHASE AGREEMENT

(514 Pierce Street)

1. **PARTIES.** This Purchase Agreement ("**Agreement**") is made on _____, 2015, by Registre Inc., with its principal office at 1210 Sunny Lane, Anoka, Minnesota 55303, Seller, and the City of Anoka, a municipal corporation, 2015 First Avenue North, Anoka, Minnesota, Buyer.

2. **OFFER/ACCEPTANCE.** Buyer agrees to purchase and Seller agrees to sell real property located at 514 Pierce Street in the City of Anoka, County of Anoka, State of Minnesota, legally described as set forth in **Exhibit A** attached hereto (the "**Property**").

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

 X A. Buyer is purchasing the lot with an existing building.

_____ B. Buyer is purchasing a vacant lot.

4. **PRICE AND TERMS.** The purchase price for the Property shall be One Hundred Forty Six Thousand and 00/100 Dollars (\$146,000.00) ("**Purchase Price**") which Buyer shall pay as follows: Earnest money of Five Thousand and no/100 Dollars (\$5,000), the receipt and sufficiency of which is hereby acknowledged and the remaining One Hundred Forty One Thousand and no/100 Dollars (\$141,000) paid, after a reasonable time for Buyer to examine title as set forth in Section 16 of this Agreement, and on a mutually agreed upon date, no later than sixty days after execution of the Agreement. ("**DATE OF CLOSING**")

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

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

(b) Buyer shall have determined that roads, easements, driveways, utilities, points of access and other infrastructure serving the Property will be adequate for Buyer's purposes, as determined by Buyer in Buyer's sole discretion.

(c) Buyer shall have obtained all zoning, land use, signage, watershed, environmental and other governmental approvals and permits Buyer shall deem necessary to use the Property in the manner contemplated by Buyer.

(d) Buyer, on or before the Closing Date, shall have received, reviewed and determined that it is satisfied with the matters disclosed by any surveys of the Property deemed necessary for examination by Buyer in its sole discretion.

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

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

- A. Building and zoning laws, ordinances, state and federal regulations;
- B. Restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- C. Reservation of any mineral rights by the State of Minnesota;
- D. Utility and drainage easements as shown on the proposed plat;
- E. Other matters disclosed by the Title Commitment and not objected to by Buyer.

7. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS. Real estate taxes due and payable in 2015 shall be prorated between Seller and Buyer on a calendar year basis to the actual DATE OF CLOSING.

Buyer shall pay all real estate taxes due and payable in 2016 and thereafter and any special assessments levied and payable after the DATE OF CLOSING.

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

8. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller warrants that there is a right of access to the Property from a public right-of-way. Seller warrants that there has been no labor or material furnished to the Property on behalf of or at the request of Seller in the past 120 days for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the Property. These warranties shall survive the delivery of the warranty deed.

9. AS IS; ALL FAULTS. Subject to Seller's representations, warranties and covenants set forth in this Agreement and in the closing documents, and subject to Buyer's rights to terminate as set forth in this Agreement, Buyer agrees to accept the condition of the Property, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Buyer's acceptance of title to the Property shall represent Buyer's acknowledgment and agreement that, except as expressly set forth in this Agreement or the closing documents: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose); (ii)

Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property; (iii) Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing; and (iv) the condition of the Property is fit for Buyer's intended use.

10. CONDITION OF PROPERTY. Seller shall remove all debris and all personal property not included in this sale from the Property before possession date. Buyer shall have the right to have inspections of the Property conducted prior to closing, including soil and engineering tests which may be conducted at Buyer's election and expense.

11. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to and covenants with Buyer that:

(a) Seller is the owner of fee simple title to the Property and that Seller has the power and authority to enter into and perform the terms and conditions of this Agreement, and such performance will not conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which Seller is a party or by which it is bound, or constitute a default under any of the foregoing; this Agreement is valid, binding and enforceable against Seller in accordance with its terms.

(b) The signor, signing this Agreement on behalf of Seller, is Seller's duly appointed and legal agent with authority to enter into this Agreement on behalf of Seller and that Seller understands that said authority shall be binding upon Seller and relied upon by Buyer in completing this transaction.

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

13. BROKERAGE. Buyer and Seller represent that

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

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

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

A. Seller's Title Evidence. Seller shall furnish to Buyer a commitment ("Title Commitment") for an ALTA form Owner's Policy of Title

Insurance, certified to date to include proper searches covering bankruptcies, State and Federal judgments and liens, insuring title to the Property deleting standard exceptions and including affirmative insurance regarding zoning, contiguity, appurtenant easements and such other matters as may be identified by Buyer, in the amount of the Purchase Price issued by a title insurance company acceptable to Buyer, subject only to the Permitted Encumbrances.

- B. Buyer's Objections. Buyer shall be allowed thirty (30) business days after receipt for examination of title and making any objections, which shall be made in writing or deemed waived.

17. TITLE CORRECTIONS AND REMEDIES. Seller shall have one hundred twenty (120) days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention as to making the title marketable within the one hundred twenty (120) day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.

- A. If notice is given and Seller makes title marketable, then upon presentation to Buyer and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.
- B. If notice is given and Seller proceeds in good faith to make title marketable but the one hundred twenty (120) day period expires without title being made marketable, Buyer may declare this Agreement null and void by notice to Seller, neither party shall be liable for damages hereunder to the other, and earnest money, if any, shall be refunded to Buyer.
- C. If Seller does not give notice of intention to make title marketable, or if notice is given but the one hundred twenty (120) day period expires without title being made marketable due to Seller's failure to proceed in good faith, Buyer may seek, as permitted by law, any one or more of the following:
 - (1) Proceed to closing waiving the objections to title;
 - (2) Rescission of this Purchase Agreement by notice as provided herein, in which case the Purchase Agreement shall be null and void and any earnest money paid hereunder shall be refunded to Buyer;

- (3) Specific performance within six (6) months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.
- D. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either of the following options, as permitted by law:
 - (1) Cancel this Agreement as provided by statute and retain all payments made hereunder as liquidated damages;
 - (2) Seek specific performance within six (6) months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.
- E. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:
 - (1) Cancel this contract as provided by statute, with all earnest money, if any, refunded to Buyer;
 - (2) Seek specific performance within six (6) months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.

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

18. REPRESENTATIONS AND WARRANTIES REGARDING

ENVIRONMENTAL LAWS. The Seller represents and warrants:

- A. That to the best of Seller's knowledge, Seller has not used the Property in violation of currently applicable Federal, State or local environmental laws.
- B. That Seller has not received any notice from a governmental agency for violation of environmental laws.
- C. That if notice of violation of any environmental laws is received from a governmental agency by Seller prior to the DATE OF CLOSING, Seller shall immediately notify Buyer.
- E. That Seller has not taken part in the release of any hazardous substance on the Property.
- F. That Seller has no knowledge of any violations, claims, administrative proceedings or lawsuits relating to hazardous substances on the Property.
- G. That the Property is not subject to any so-called "super liens" due to hazardous waste clean-up and that Seller will keep the Property free from such liens prior to the DATE OF CLOSING.

- H. That the Buyer shall have necessary right of access to and right of inspection of the property prior to closing for the purpose of determining compliance with the representations and warranties set forth in this Section 18, including the right to conduct a Phase I and/or Phase II environmental audit of the Property in Buyer's discretion and at Buyer's expense. Seller shall provide Buyer with a copy of any Phase I and Phase II environmental audit report obtained by Seller.
- I. That the representations and warranties contained in this Section 18 shall survive the delivery of the deed.

19. NOTICES. All notices required herein shall be in writing and delivered personally or mailed via certified mail, return receipt requested, to the address as shown at paragraph 1 above and, if mailed, are effective as of the date of receipt.

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

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

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

23. PAYMENT OF CLOSING COSTS. Seller shall pay the cost of the Title Commitment, including the abstracting fees and fees for standard searches with respect to Seller and the Property. Buyer shall pay the cost of any premium required for issuance of any title policy or policies ordered by Buyer and the cost of any endorsements or extended coverage's requested by Buyer. Buyer shall pay the cost of any survey required by Buyer. Any closing fees of the Title Company or charges of the Title Company for escrowing the earnest money shall be paid one-half by Seller and one-half by Buyer. Seller shall pay state deed tax with respect to the deed to be delivered by Seller. Buyer shall pay the cost of recording all documents necessary to place record title to the Property in the name of Buyer. Buyer shall pay any mortgage registration tax with respect to any mortgage placed of record in connection with any financing by Buyer and the cost of recording all other documents. All utilities, services, association dues and assessments, and other operating costs of the Property shall be pro-rated as of the closing. Buyer shall pay the cost of any environmental assessments, physical plant inspections or engineering reports, appraisals or other tests or reports ordered by Buyer. Each party shall pay its own legal and accounting fees and expenses

24. SUCCESSORS OR ASSIGNS. The terms, conditions, covenants, and agreements of this Agreement extend to and are binding upon Seller, Buyer, and their respective heirs, administrators, executors, legal representatives and permitted successors, subtenants, and assigns, if any, and upon any person or entity coming into ownership or possession of any interest in the Property by operation of law or otherwise.

25. FULL AGREEMENT. The Parties acknowledge that this Agreement represents the full and complete agreement of the Parties relating to the purchase and sale of the Property

and all matters related to the purchase and sale of the Property. This Agreement supersedes and replaces any prior agreements, either oral or written, and any amendments or modifications to this Agreement must be in writing and executed by both Parties to be effective.

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

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

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

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

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

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

SELLER:
REGISTRE, INC.

By: _____

Its: _____

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

BUYER:
THE CITY OF ANOKA

By: _____
Phil Rice, Mayor

By: _____
Amy Oehlers, City Clerk

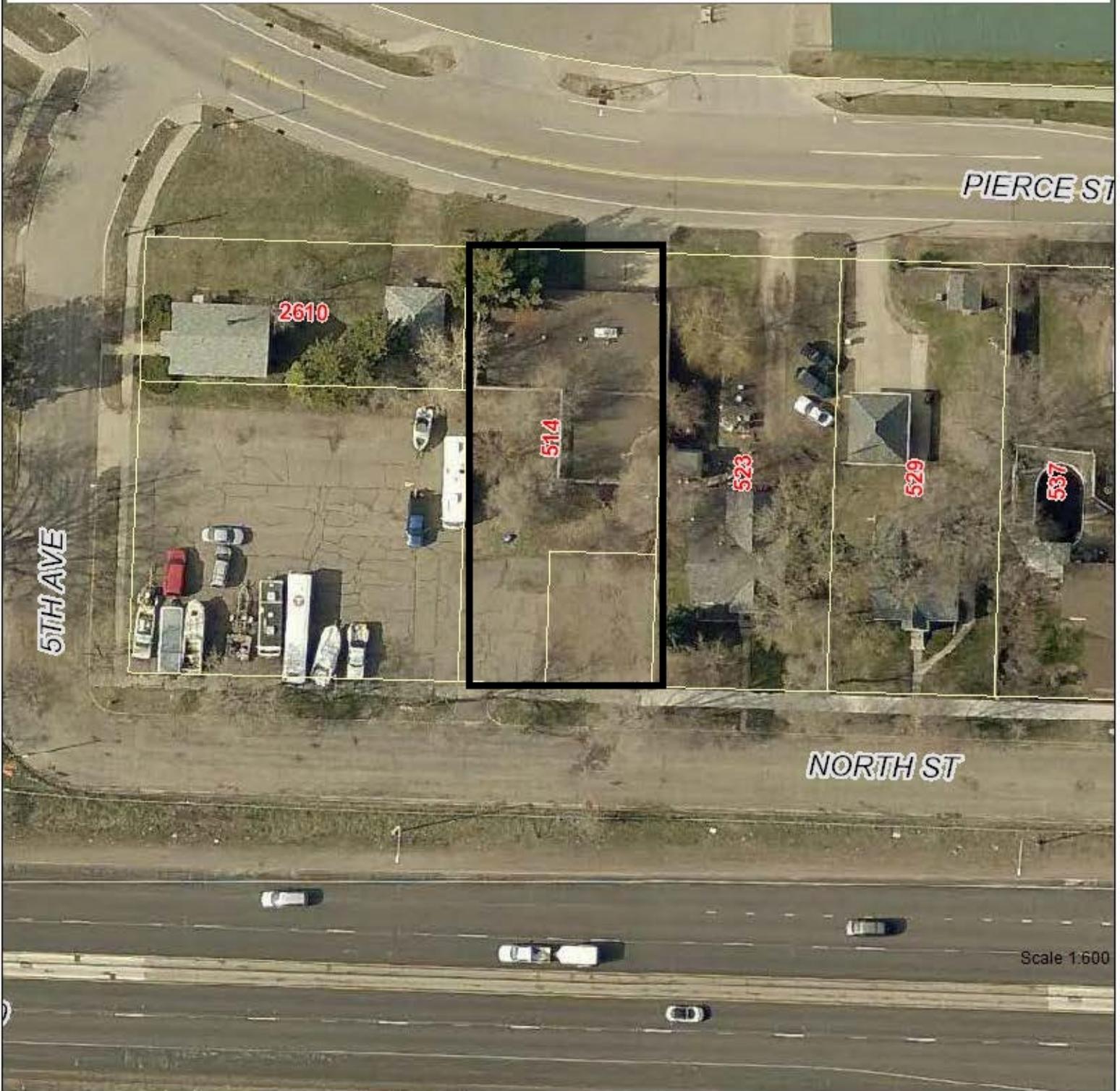
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE EAST 73 FEET OF LOTS 7 & 8, BLOCK 10, WOODBURY'S ADDITION, TOGETHER WITH THE EAST 40 FEET OF THE SOUTH 50 FEET OF LOT 7, BLOCK 10, WOODBURY'S ADDITION, TOGETHER WITH THE EAST 75 FEET OF LOT 9, BLOCK 10.

PROPERTY ID'S: 06-31-24-24-0081 AND 06-31-24-24-0083

<Title>



Site #8 - Office / Flex Uses

Site Description

This narrow site south of Pierce Street is recommended for office / flex space. This site has a strong presence on Highway 10 and will likely command more office users, than industrial. A unified development pattern with three multi-tenant office/flex buildings are proposed here.

Buildings should address Pierce Street as the primary frontage and provide an enhanced public realm along that edge. Connections between parking lots and building entries should be enhanced and the on-site, private plaza areas should be developed for employees.

Surface parking wraps the highway 10 side of the site with development access occurring at North Street and 5th Avenue.



Site Summary Table:

| | |
|----------------------------|----------------------------------|
| Site Area | 3.73 Acres |
| Intended Use | Office / Flex |
| Anticipated Use Type | Multi-Tenant Office / Flex Users |
| Anticipated Sq. Ft. Range | 64,000 SF |
| Site Status / Availability | Redevelopment / Mid to Long-Term |

Site Principles:

Building Height & Placement

- Site buildings toward Pierce Street with primary entries for buildings addressing both the public street and off street parking surface parking lots.
- Develop 2-3 story buildings, predominately brick.
- Create a uniform building pattern on the site to promote easy accessibility, navigation and identity for individual businesses within each building.

Access, Parking & Circulation

- Locate parking behind building toward Highway 10.
- Utilize primary access points at North Street and 5th Avenue.
- Develop surface parking with enhanced landscaping and strong pedestrian connections to building entries and public streets.
- Loading areas should be located away from Pierce Street.

Landscaping & Screening

- Provide a strong landscape buffer between the surface parking lots Highway 10 and Pierce Street.
- Develop a private plaza / outdoor amenity area for employees well connected to the public realm and building entries.
- Utilize landscaping and signage to further the district identity on the eastern edge of the site near the 7th Avenue interchange.



Site Location



Two story office / flex use.



Parking located behind building toward Highway 10.



Buildings should be designed with flexible floor space for a range of uses at various square feet needs.

COUNCIL MEMO FORM

11.1

| | |
|------------------|--|
| Meeting Date | February 2, 2015 |
| Agenda Section | New Business |
| Item Description | Consideration of Intent to Renew the Connectivity Services Agreement with Anoka County |
| Submitted By | Amy Oehlers, City Clerk |

BACKGROUND INFORMATION

Back in 2011 the City of Anoka entered into the Connectivity Services Agreement with Anoka County (regarding the fiber broadband connectivity throughout Anoka County).

The initial term of the agreement is set to expire on August 16, 2015. The agreement provides for a total of three (3) renewal periods, each consisting of five (5) years. The agreement further provides that the City shall provide a written notice of their intent to renew not less than 180 days before the end of the term of the initial agreement. That 180 days ends on February 17th.

This would be a Letter of Intent to notify the County that the City intends to renew the contract. Between now and the August 16th expiration date, City staff and the City Attorney will be working with Anoka County on preparation of a renewal contract.

FINANCIAL IMPACT

There is no financial impact related to a letter of intent to renew.

COUNCIL ACTION REQUESTED

Request that the City Council direct staff to prepare a Letter of Intent to Renew the Connectivity Services Agreement with Anoka County.

COUNCIL MEMO FORM

12.1

| | |
|------------------|-------------------------|
| Meeting Date | February 2, 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 GOALS SESSION

Monday, February 9, 2015

Dinner: 6:00 pm

Greenhaven Golf Course - East Room

**Purpose: 2014 City Accomplishments
Setting Goals for 2015-2016**



City Council - Worksession
Tuesday, February 17, 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 Discussion; Coordinated Hauler.
 - 3.2 Discussion; Code Enforcement.
 - 3.3 Discussion; City Cemeteries.
4. **ADJOURNMENT**



City Council - Regular Meeting
Tuesday, February 17, 2015 - 7:00 p.m.
Council Chambers
(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 Minutes of January 26, 2015 Worksession.
Minutes of February 2, 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 Commission:
 - 7.1.A ORD/Zoning Text Amendment, Chpt 74, Article V, Division 4, Section 74-258, M-3 District. (1st reading)
 - 7.1.B ORD/Zoning Text Amendment; Chpt 74, Article I, Section 74-2, Article V, Division 3, Section 74-236 and 74-238, Microbreweries and Microdistilleries. (1st reading)
 - 7.1.C RES/Conditional Use Permit; 415 Pierce St.
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**
 - 9.1 RES/Calling for Public Hearing related to the South Central Business District, Tax Increment Financing (TIF) District.
 - 9.2 RES/2015 Parking Lot & Alley Project - Approve Bids, Award a Construction Contract.
10. **UNFINISHED BUSINESSES**

11. **NEW BUSINESS**

11.1

12. **UPDATES & REPORTS**

12.1 4th Quarter Financial Report.

12.2 Tentative Agendas.

ADJOURNMENT



City Council - Regular Meeting

Monday, March 2, 2015 - 7:00 p.m.

Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 February 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.*
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 Commission:
 - 7.1.A ORD/Zoning Text Amendment, Chpt 74, Article V, Division 4, Section 74-258, M-3 District. (2nd reading)
 - 7.1.B ORD/Zoning Text Amendment; Chpt 74, Article I, Section 74-2, Article V, Division 3, Section 74-236 and 74-238, Microbreweries and Microdistilleries. (2nd reading)
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**
 - 9.1 ORD/Sale of 1038 Madison Street to Tollberg Homes. (1st reading)
 - 9.2 ORD/Sale of 1044 Madison Street to Tollberg Homes. (1st reading)
 - 9.3 ORD/Sale of 1045 Jefferson Street to Tollberg Homes. (1st reading)
 - 9.4 ORD/Sale of 1051 Jefferson Street to Tollberg Homes. (1st reading)
10. **UNFINISHED BUSINESSES**

11. **NEW BUSINESS**

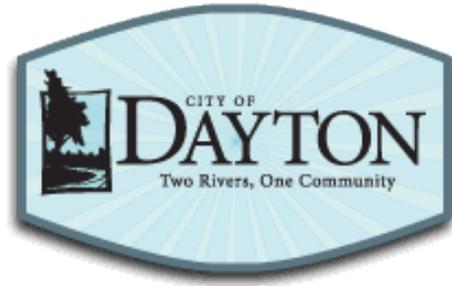
11.1 Discussion on Transfer of Ownership for Comcast.

UPDATES & REPORTS

12.

12.1 Tentative Agendas.

ADJOURNMENT



JOINT CITY COUNCIL MEETING

CITY OF ANOKA & CITY OF DAYTON

Monday, March 9, 2014

**Location: Green Haven 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. MRCCA River Rules
 2. No Wake Zone
 3. River Crossing
- 4. OTHER ITEMS/COUNCILMEMBERS COMMENTS**
- 5. ADJOURN**



City Council - Worksession
Monday, March 16, 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 Discussion; Entrance Monuments.
 - 3.2 Discussion; Traffic Sign Maintenance Policy.
 - 3.3 Discussion; Hwy 10, Green Haven Parkway.
4. **ADJOURNMENT**



City Council - Regular Meeting
Monday, March 16, 2015 - 7:00 p.m.
Council Chambers
(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 February 23, 2015 Worksession.
March 2, 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
5. **PUBLIC HEARING(S)**
 - 5.1 South Central Business District Tax Increment Financing (TIF) District.
RES/South Central Business District Tax Increment Financing (TIF) District.
6. **CONSENT AGENDA**
 - 6.1 Verified Bills.
 - 6.2 Revising & Setting Council Calendars.
7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
 - 7.1 Planning Commission:
 - 7.1.A RES/Conditional Use Permit; 306 W Main St.
8. **PETITIONS, REQUESTS & COMMUNICATION**

9. **ORDINANCES & RESOLUTIONS**

- 9.1 RES/ South Central Business District Tax Increment Financing (TIF) District.
(ACTED UPON AFTER PUBLIC HEARING)
- 9.2 RES/2015 SRP; Monroe St - Approve Bids, Award a Construction Contract.
- 9.3 RES/2015 SRP; Slab Town - Approve Bids, Award a Construction Contract.
- 9.4 ORD/Sale of 1038 Madison Street to Tollberg Homes. (1st reading)
- 9.5 ORD/Sale of 1044 Madison Street to Tollberg Homes. (1st reading)
- 9.6 ORD/Sale of 1045 Jefferson Street to Tollberg Homes. (1st reading)
- 9.7 ORD/Sale of 1051 Jefferson Street to Tollberg Homes. (1st reading)
- 9.8 RES/Approving a Development Agreement Tollberg Homes.

10. **UNFINISHED BUSINESSES**

11. **NEW BUSINESS**

12. **UPDATES & REPORTS**

- 12.1 Tentative Agendas.

ADJOURNMENT