



City Council - Regular Meeting
Tuesday, January 20, 2015 - 7:00 p.m.
Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 January 5, 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)**
 - 5.1 Issuance of an On-Sale, Sunday & Special 2 a.m. Intoxicating Liquor License for Misfits Saloon, LLC, 821 E River Rd.
RES/ Issuance of an On-Sale, Sunday & Special 2 a.m. Intoxicating Liquor License for Misfits Saloon, LLC, 821 E River Rd.
6. **CONSENT AGENDA**
 - 6.1 Verified Bills.
 - 6.2 Revising & 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 a Tree Care License; Tree-Mendous Tree Care, LLC of Minneapolis.
 - 6.6 Issuance of a Tobacco License; Super Smokedale Tobacco Inc, 201 Jackson St, Su 101.
 - 6.7 Issuance of a Tobacco License; Technology Dweebz LLC,dba; E-Life, 646 E River Rd.
7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
 - 7.1 Parks & Recreation Board:
 - 7.1.A Semi Annual Report.
 - 7.2 Planning Commission:
 - 7.2.A RES/Site Plan; Gladstone Cooperative, Hearth Development.
 - 7.2.B RES/Conditional Use Permit Amendment; 314 Monroe St.
 - 7.2.C RES/Site Plan, Conditional Use Permit; 1025 Sunny Lane, Wilson Elementary School.
 - 7.3 Heritage Preservation Commission:
 - 7.3.A 2014 Heritage Preservation Award to Hans Bakery.
 - 7.3.B 2014 Annual Report
 - 7.4 Economic Development Commission:
 - 7.4.A Annual Report.

8. **PETITIONS, REQUESTS & COMMUNICATION**

9. **ORDINANCES & RESOLUTIONS**

- 9.1 Issuance of an On-Sale, Sunday & Special 2 a.m. Intoxicating Liquor License for Misfits Saloon, LLC, 821 E River Rd. (ACTED UPON AFTER PUBLIC HEARING)
- 9.2 ORD/Approval of Purchase Agreement; Hearth Development. (1st Reading)
- 9.3 RES/Development Agreement; Hearth Development.
- 9.4 RES/2015 SRP - Monroe St; Approve Plans and Specifications, Authorize Advertisement for Bids, Set Bid Date.
- 9.5 RES/Garfield St/5th Ave Project; Approve Bids, Award a Construction Contract.
- 9.6 ORD/Second Amendment to Purchase Agreement with Landmark of Anoka. (1st reading)
- 9.7 RES/Approving a Development Agreement with The Ryland Group.
- 9.8 ORD/Amending the 2015 Master Fee Schedule. (2nd Reading)
- 9.9 RES/Classification of Tax Forfeited Lands in the City of Anoka and Approval of Public Sale.
- 9.10 RES/Revision of Annual Appointments of Representation to Various Committees.

10. **UNFINISHED BUSINESSES**

11. **NEW BUSINESS**

12. **UPDATES & REPORTS**

- 12.1 Tentative Agendas.

ADJOURNMENT

COUNCIL MEMO FORM

3.1

Meeting Date	January 20, 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 5, 2015**

1. CALL TO ORDER

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

OATHS OF OFFICE

City Manager Tim Cruikshank issued Oaths of Office to Councilmembers Carl Anderson, Jeff, Weaver, and Mayor Phil Rice.

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; Finance Director Lori Yager; Economic Development Manager Erik Thorvig; and City Attorney Scott Baumgartner.

Absent at roll call: None.

Councilmember Freeburg congratulated the returning Councilmembers and said he looked forward to working with them again during their next terms.

3. COUNCIL MINUTES

- 3.1 Minutes of December 8, 2014, Worksession.
Minutes of December 15, 2014, Regular Meeting.

Motion by Councilmember Schmidt, seconded by Councilmember Anderson, to waive the reading and approve the December 8, 2014, Worksession and December 15, 2014 Regular Meeting minutes.

Vote taken. All ayes. Motion carried.

4. OPEN FORUM

- 4.1 Representative Jim Abeler.
Representative Abigail Whelan.
Senator Branden Peterson.

Mr. Cruikshank said staff has invited outgoing Representative Jim Abeler to thank him for his service and incoming Representative Abigail Whelan and Senator Branden Peterson to this meeting to introduce themselves to the City Council and the public. He noted Senator Peterson was unable to attend.

Representative Abeler said there is a lot to be proud of in Anoka and complimented the Council on how they provide leadership and a stable community. He said law enforcement works very hard and that the City should be very proud. Representative Abeler said he has been very pleased to be part of the work in Anoka for the past 16 years and said he intends to still be involved. He offered his help in any way and congratulated incoming Representative Abigail Whelan.

Representative Abigail Whelan thanked Representative Abeler and congratulated those Councilmembers just sworn in. She said she is humbled and hopes to do as much as Representative Abeler, stating she is looking forward to working with Anoka on important issues. She noted she has been assigned to several committees, including transportation, education policy, higher education, and local property tax, and will be focusing on Highway 10, Anoka Dam, and any other issues. She encouraged the public to contact her and said she looks forward to working with everyone.

Councilmember Freeburg thanked Representative Abeler for his dedicated service to the State, County, and City, adding he has been a great advocate and wished him all the best in the future. He also complimented Representative Whelan on her very successful campaign, hard worker, wish her the best.

5. PUBLIC HEARING(S)

- 5.1 Public Improvement Hearing; 2015 SRP – Monroe Street.
RES/Ordering Project and Authorizing the Preparation of Final Engineering Plans
and Specifications for the 2015 SRP – Monroe Street.

RESOLUTION

Director of Public Services/City Engineer Greg Lee shared a staff report with background information to the Council stating a resolution was approved on November 3, 2014 authorizing the preparation of a feasibility report on the proposed 2015 Street Renewal Program – Monroe Street. The feasibility report was approved on November 3, 2014 and a public hearing was set for 7:00 p.m. on January 5, 2015. The next step in the Chapter 429 process is to conduct the public hearing and to adopt the resolution ordering the improvement and the preparation of engineering plans.

All of the affected residents were sent a notice of the public hearing, and the notice was published in the city's legal newspaper. It should be noted that this

public hearing is to deal with the feasibility of the project and whether or not the project should proceed. Specific assessment objections will be considered at the assessment hearing scheduled to follow this hearing. 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 above streets were selected due to the poor condition of the bituminous surfacing, poor stormwater surface drainage, and the age and deterioration of the existing sanitary sewer, watermains, and the absence storm sewer lines.

Mayor Rice opened the public improvement hearing at 7:19 p.m.

Jason Peters, 827 Monroe Street, Anoka, asked about the possibility of a stop sign at 8th Avenue and Monroe Street as this is an uncontrolled intersection. Mr. Lee said staff can review but noted this intersection would not meet warrants for four-way but could possibly meet for a two-way stop. He added stop signs are not intended for traffic calming but for right-of-way purposes and that staff can review other options as well.

Councilmember Weaver asked why so many streets in this area are unsigned. Mr. Lee said low volume intersections are actually safer without signage because people are more conscious and that signs can result in making things worse. He added there is no crash history either to warrant any signage.

Councilmember Weaver asked if a petition would be a good idea. Mr. Lee said he did not attend the neighborhood meeting and is unsure if signage was a big concern but said he will follow up.

James Campbell, 945 Monroe Street, Anoka, inquired if broadband in the area will be affected by the construction. Mr. Lee said staff works with private utility companies who generally relocate out of the right-of-way if necessary so there is generally no disruption to services. He said cable lines are much smaller than gas and electric lines and are typically easier to move with no disruption.

As no one else wished to appear, Mayor Rice closed the public improvement hearing at 7:33 p.m.

Mayor Rice then opened the assessment hearing for Item 5.2 at 7:33 p.m.

Councilmember Schmidt said we have held our assessment charges per lot for five years and suggested we may be asking the residents to pay a little too much for these projects. Mr. Lee reviewed the last five years of assessment charges, ranging from 25.3 percent in 2014 to 29.4 percent in 2010.

Councilmember Schmidt asked that staff review the year prior to next year to compare to costs, although he acknowledged there may be extenuating circumstances like the next project.

Mr. Lee said one item that is skewing the data is the storm sewer along Monroe Street, both north and south, and that Comcast has large concrete vault they do not want to move and will pay for additional storm sewer main to avoid this relocation. He said the overall cost will decrease but the percentage will increase. Mr. Lee said the assessment amount has not changed since 2010 and with 2015 being adjusted to four-percent in looking at construction costs it would have been 16.7-percent increase if comparing costs from 2010.

As no one else wished to appear, Mayor Rice closed the assessment hearing at 7:37 p.m.

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

Motion by Councilmember Weaver, seconded by Councilmember Freeburg, to adopt a resolution approving Ordering Project and Authorizing the Preparation of Final Engineering Plans and Specifications For the 2015 SRP – Monroe Street.

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

- 5.2 Assessment Hearing; Adopting an Assessment Roll for the 2015 SRP – Monroe Street.
RES/Adopting Assessment Roll for the 2015 SRP – Monroe Street.

RESOLUTION

Mr. Lee shared a staff report with background information to the Council stating that after the public hearing for the project has been held the Council can hold the assessment hearing. The purpose of the assessment hearing is to hear any objections to a property owner's proposed assessment and to consider the adoption of the assessment roll for the project.

The proposed assessment roll for the project was shared and includes a list of all property owners with their individual proposed assessment amounts. The City Council has set the street assessment at \$2,850/unit and \$15.00/lineal foot for 2015. Two or more unit residential buildings along with commercial/industrial properties have an assessment rate of double this amount. This is the only amount that is assessed to the property owner for the new street, curb and gutter, storm sewer, driveway aprons and sidewalks. The property owner assessments represent about 20% of the total cost of these improvements.

NOTE: By motion from Councilmember Anderson, which was seconded by Councilmember Weaver, and by a unanimous vote of the Council, agenda item 9.2 was moved up on the agenda and acted upon at this point.

Motion by Councilmember Freeburg, seconded by Councilmember Anderson, to adopt a resolution adopting the assessment roll for the 2015 SRP – Monroe Street.

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

5.3 Public Improvement Hearing; 2015 SRP – Slab Town.
RES/Ordering Project and Authorizing the Preparation of Final Engineering Plans and Specifications for the 2015 SRP – Slab Town.

RESOLUTION

Mr. Lee shared a staff report with background information to the Council stating a resolution was approved on November 3, 2014 authorizing the preparation of a feasibility report on the proposed 2015 Street Renewal Program – Slab Town. The feasibility report was approved on November 3, 2014 and a public hearing was set for 7:00 p.m. on January 5, 2015. The next step in the Chapter 429 process is to conduct the public hearing and to adopt the resolution ordering the improvement and the preparation of engineering plans.

All of the affected residents were sent a notice of the public hearing, and the notice was published in the City's legal newspaper. It should be noted that this public hearing is to deal with the feasibility of the project and whether or not the project should proceed. Specific assessment objections will be considered at the assessment hearing scheduled to follow this hearing. The streets that are proposed to be included in this 2015 project are as follows:

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

Mayor Rice opened the public improvement hearing at 7:43 p.m.

Barb Thurston, Maple Avenue, Anoka, said she has been reviewing other cities' assessment charges for a 10-year period and asked why Anoka's rate is so high.

She said Oak Grove is 4-percent and Coon Rapids ranges from 2.7-3.0-percent depending on what they bond for. Ms. Thurston said staff had shared with her that Anoka does not bond for the funds so she feels the City is in essence loaning the money to the residents therefore the amount charged is too high. She also noted she had never received the original notice letter of this assessment and said it is possible this could have happened with other residents.

Councilmember Freeburg said the amount we assess is also a variable equation and if we are lower than other communities it actually evens out. Mr. Lee said Coon Rapids' street renewal program is not as extensive as Anoka and is actually identical to our street renewal program with mill and overlay, which Anoka does not even assess.

Councilmember Weaver inquired about the history of the rate. Finance Director Lori Yager said in 2006 the Council adopted an assessment policy at 2-percent less than prime with a 5-percent minimum floor. She said over the past years prime has remained at 3.25-percent with no change to the policy. Ms. Yager noted she would not recommend changing now though because we did not reduce in 2008, adding we do get charged by the County for invoicing assessments annually per parcel so the charge helps recoup those costs too. She said she is unsure if other cities charge their own assessments or not.

Councilmember Schmidt noted a 10-year mortgage loan is between three and four-percent and is similar to this rate. Ms. Thurston agreed but said since Anoka is not borrowing for it residents in essence have already paid into that pool.

Councilmember Schmidt said it would be difficult to keep adjusting during the term.

Ms. Thurston asked how many residents pay up front or wait. City Assessor Scott Varner estimated that 25-percent of residents pay up front with the remaining paying via assessment.

Mayor Rice noted some pay when their home is sold.

Ms. Thurston added that HRA loans ranges from 0-4-percent as a comparison.

Mayor Rice said Ms. Thurston raised a good point and asked that rates be discussed prior to next year's SRP but should factor in the County's charge and cost of money being tied up. He agreed the policy may need to be amended based the fact that it was established eight years ago.

Councilmember Weaver asked about the cul-de-sac location on Maple Street. Mr. Lee said because of the jog there is really not enough room for a cul-de-sac and that the end will almost function as a private driveway.

Councilmember Schmidt asked if State Street will go into the alleyway. Mr. Lee said there was a lot of input at the meeting, all of which was positive except for one comment surrounding the increased traffic on Wingfield but the side facing the golf course would be best as an alleyway.

As no one else wished to appear, Mayor Rice closed the public improvement hearing at 7:55 p.m.

Mayor Rice then opened the assessment hearing for Item 5.4 at 7:55 p.m.

As no one else wished to appear, Mayor Rice closed the assessment hearing at 7:55 p.m.

NOTE: By motion from Councilmember Schmidt, which was seconded by Councilmember Weaver, and by a unanimous vote of the Council, agenda item 9.3 was moved up on the agenda and acted upon at this point.

Motion by Councilmember Freeburg, seconded by Councilmember Anderson, to adopt a resolution approving ordering project and authorizing the preparation of final engineering plans and specifications for the 2015 SRP – Slab Town.

Councilmember Schmidt said over the past years six property owners have inquired about when we will do this area as it is a very needed improvement. He said while this will be a huge commitment and disruption having it occur all at once will be very helpful.

Mayor Rice said the infrastructure in this area is all inferior to current standards and with the density and large buildings it is definitely needed.

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

5.4 Assessment Hearing; Adopting an Assessment Roll for the 2015 SRP – Slab Town.

RES/Adopting Assessment Roll for the 2015 SRP – Slab Town.

RESOLUTION

Mr. Lee shared a staff report with background information to the Council stating that after the public hearing for the project has been held the Council can hold the assessment hearing. The purpose of the assessment hearing is to hear any objections to a property owner's proposed assessment and to consider the adoption of the assessment roll for the project. The assessment roll for the project was shared and includes a list of all property owners with their individual proposed assessment amounts. The City Council has set the street assessment at \$2,850/unit and \$15.00/lineal foot for 2015. Approximately eighteen unit

residential buildings along with commercial/ industrial properties have an assessment rate of double this amount. This is the only amount that is assessed to the property owner for the new street, curb and gutter, storm sewer, driveway aprons and sidewalks. The property owner assessments represent about 18% of the total cost of these improvements.

In addition to the street assessment, there is also an assessment proposed to each property for the new water and sanitary sewer service that is being installed. The assessment for the sanitary sewer service is \$925, and the water service is \$1,025. Those parcels that currently have new services will not have new services installed, and, therefore, are not charged the utility service assessment.

The total assessment for a typical 66-foot wide lot would be \$5,790. The assessments will be payable over a 10-year period with an interest rate of 5.0% and an annual approximate payment of \$754. A property owner can pay all or part of their assessment with no interest charges until November 14, 2015. The City also provides for the deferment of special assessments for qualified applicants.

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.

Motion by Councilmember Freeburg, seconded by Councilmember Anderson, to adopt a resolution adopting the assessment roll for the 2015 SRP – Slab Town.

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

Councilmember Schmidt asked if staff was successful in getting earlier bid opening dates. Mr. Lee said they were, adding the goal is early February because of the likely increased activity.

6. CONSENT AGENDA

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

6.1 Approved Verified Bills.

6.2 Revising and Setting Council Calendars.

6.3 Recommended Approval of an LG220 Gambling Permit for Rebels Soccer Club for a Raffle at Serum's on February 8, 2015.

Vote taken. All ayes. Motion carried.

7. REPORTS OF OFFICERS, BOARDS AND COMMITTEES

7.1. Planning Commission.

7.1.A. ORD/Chapter 74, Article IX, Division 1, Section 74-490; Metal Roofs.
(2nd Reading)

ORDINANCE

RES/Summary of Ordinance, Chapter 74, Article IX, Division 1, Section 74-490; Metal Roofs.

RESOLUTION

Mr. Cruikshank shared a staff report with background information to the Council stating first reading was held on December 15, 2014. The Planning Commission has initiated discussions regarding establishing standards for the use of a metal roof on buildings after several proposals were brought forth this summer and fall. There are currently no zoning standards specifically for metal roofs. There are several advantages to a metal roof over traditional asphalt shingles such as color retention (doesn't lose graduals), reduced hail damage, longer life-time warranty, and 2- 3 times longer lasting product. With standards in place, metal roofs may be used more in residential areas. There are already several examples in the city of metal roofs on commercial buildings (downtown condo building, US Bank, Public Safety Building to name a few). Mr. Cruikshank referred to one change outlining the exception of copper accents or trim that results based on Council comment at first reading.

Mayor Rice said he does not recall that direction. Economic Development Manager Erik Thorvig said the addition was included as a permitted material in single family houses as trim since first reading.

Motion by Councilmember Anderson, seconded by Councilmember Schmidt, to hold second reading and adopt an ordinance amending Chapter 74, Article IX, Division 1, Section 74-490; Metal Roofs as amended to include the exception of copper accent or trim.

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

Motion by Councilmember Anderson, seconded by Councilmember Schmidt, to adopt a resolution providing for a summary of the amendments.

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

- 7.1.B. ORD/Chapter 74, Article V, Division 2, Section 74-215 R-3 and Section 74-216 R-4 Architectural Standards.
(2nd Reading)

ORDINANCE

RES/Summary of Ordinance, Chapter 74, Article V, Division 2, Section 74-215 R-3 and Section 74-216 R-44 Architectural Standards.

RESOLUTION

Mr. Cruikshank shared a staff report with background information to the Council stating the Planning Commission has initiated discussions regarding establishing architectural standards for multiple family structures in the R-3 Medium and High Density Residential and R-4 High Density Residential Districts after several proposals were brought forth this summer and fall. There are currently no architectural standards for the R-3 and R-4 zoning districts Below is an outline of the proposed text amendments. He noted no changes since the first reading.

Motion by Councilmember Anderson, seconded by Councilmember Weaver, to hold second reading and adopt an ordinance amending Chapter 74, Article V, Division 2, Section 74-215 R-3 and Section 74-216 R-44 Architectural Standards.

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

Motion by Councilmember Anderson, seconded by Councilmember Weaver, to adopt a resolution providing for a summary of the amendments.

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

- 7.1.C. ORD/Chapter 74, Article V, Division 3, B-4 Limited Business District; Zoning Text Amendment Application, 222 Monroe Street.
(2nd Reading)

ORDINANCE

RES/Summary of Ordinance, Chapter 74, Article V, Division 3, B-4 Limited Business District; Zoning Text Amendment Application, 222 Monroe Street.

RESOLUTION

Mr. Cruikshank shared a staff report with background information to the Council stating the first reading was held on December 15, 2014. The City of Anoka received an application for zoning ordinance text amendment to the B-4 Limited Business District (Anoka City Code Chapter 74, Article V, Division 3, Section 74-239). The applicant, Craig Murphy of 222 Monroe Street is requesting to add coffee shop/delicatessen to the list of permitted uses. The definition of delicatessen is a shop where ready-to-eat products (such as cooked meats and prepared salads) are sold. He is aware of the redevelopment potential for the area (referred to as the South Central Business District). A building and property owner of 222 Monroe Street, he would like to align the business potential with the activity in the area. As the School District schedules more and more activities at Sandburg Education Center, he feels there is an opportunity to locate a coffee shop/delicatessen in the building. The current use of the property as a real estate office is underutilized.

In the existing City Code, since the property 222 Monroe Street is adjacent to residential, the building use as a coffee shop/delicatessen would require an amendment to the existing conditional use permit that was issued for an office building in 1979. The applicant anticipates possibly opening up a shop this summer. There have been no changes since the first reading.

Motion by Councilmember Anderson, seconded by Councilmember Freeburg, to hold second reading and adopt an ordinance amending Chapter 74, Article V, Division 3, B-4 Limited Business District; Zoning Text Amendment Application, 222 Monroe Street and

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

Motion by Councilmember Schmidt, seconded by Councilmember Anderson, to adopt a resolution providing for a summary of the amendments.

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

- 7.1.D. ORD/Amending Chapter 74, Article I, Definitions, Section 74-2 and Article X, Non-Conforming Uses, Section 74-602.
(2nd Reading)

ORDINANCE

RES/Summary Ordinance Amending Chapter 74, Article I, Definitions, Section 74-2 and Article X, Non-Conforming Uses, Section 74-602.

RESOLUTION

Mr. Cruikshank shared a staff report with background information to the Council. The first reading was held on December 15, 2014. The attached ordinances show the proposed text changes to Anoka City Code Chapter 74 as it relates to the B-1 Highway Business District Study. He outlined the ordinance as follows, stating there have been no changes since first reading.

Article I, Section 74-2 Adds definitions: Decorative masonry, junk vehicle, orientation, place of worship, plaza, and religious use.
Article V, Section 74-602 moved the text that was in the B-1 District regarding existing car lots with a conditional use permit.

Motion by Councilmember Anderson, seconded by Councilmember Weaver, to hold second reading and adopt an ordinance amending Chapter 74, Article I, Definitions, Section 74-2 and Article X, Non-Conforming Uses, Section 74-602.

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

Motion by Councilmember Anderson, seconded by Councilmember Weaver to adopt a resolution providing for a summary of the amendments.

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

- 7.1.E. ORD/Amending Chapter 74, Article V, Division 3, Section 74-241; B-6 Neighborhood Commercial Business District.
(2nd Reading)

ORDINANCE

RES/Summary of Ordinance Amending Chapter 74, Article V, Division 3, Section 74-241; B-6 Neighborhood Commercial Business District.

RESOLUTION

Mr. Cruikshank shared a staff report with background information to the Council ordinance outlining the proposed text changes to Anoka City

Code Chapter 74 as it relates to the B-1 Highway Business District Study. The B-6 Neighborhood Commercial Business District is a new district and therefore all the text in the ordinance is new. The amendments to Article V, Section 74-241 B-6 Neighborhood Commercial Business District would apply to the following areas:

- o North Ferry Street
- o East River Road
- o 7th Avenue and Polk Street
- o 7th Avenue and 38th Street

Motion by Councilmember Anderson, seconded by Councilmember Schmidt, to hold second reading and adopt an ordinance amending Chapter 74, Article V, Division 3, Section 74-241; B-6 Neighborhood Commercial Business District.

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

Motion by Councilmember Anderson, seconded by Councilmember Freeburg, to adopt a resolution providing for a summary of the amendments.

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

- 7.1.F. ORD/Amending Chapter 74, Article V, Division 3, Section 74-236; B-1 Highway Business District.
(2nd Reading)

ORDINANCE

RES/Summary of Ordinance, Chapter 74, Article V, Division 3, Section 74-236; B-1 Highway Business District.

RESOLUTION

Mr. Cruikshank shared a staff report with background information to the Council stating first reading was held on December 15, 2014. The attached ordinance shows the proposed text changes to Anoka City Code Chapter 74 as it relates to the B-1 Highway Business District Study.

Article V, Section 74-236 B-1 Highway Business District text amendments.

If the rezoning is approved, the parcels zoned B-1 will be primarily along Highway 10 and Round Lake Boulevard. The following is an outline of the proposed text changes:

- Updated the uses
- Allowed outdoor seating and added standards
- Adding lighting, architectural standards, landscaping
 - o Architectural standards for commercial uses same as the Main Street Mixed Use district
 - o Multiple family housing design standards same as TOD district
- Added provisions for large vehicle parking
- General standards for uses adjacent to residential instead of requiring a Conditional Use Permit.

Motion by Councilmember Anderson, seconded by Councilmember Weaver, to hold second reading and adopt an ordinance amending Chapter 74, Article V, Division 3, Section 74-236; B-1 Highway Business District.

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

Motion by Councilmember Anderson, seconded by Councilmember Weaver, to adopt a resolution providing for a summary of the amendments.

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

7.1.G. ORD/Rezoning, Various Properties City-Wide; B-1 Highway Business District Study.
(2nd Reading)

ORDINANCE

RES/Summary of Ordinance, Rezoning, Various Properties City-Wide; B-1 Highway Business District Study.

RESOLUTION

Mr. Cruikshank shared a staff report with background information to the Council stating one of the goals of the B-1 Highway Business District Study was to analyze the uses allowed in the B-1 district and make amendments to the zoning district if determined appropriate. The Planning Commission recommended several zoning map amendments (rezoning) for five areas City-wide. There have been no changes since first reading.

Motion by Councilmember Schmidt, seconded by Councilmember Anderson, to hold second reading and adopt an ordinance Amending Chapter 74, Article III, Section 74-62 of the Anoka City Code Regarding The City Of Anoka Zoning Map.

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

Motion by Councilmember Anderson, seconded by Councilmember Freeburg, to adopt a resolution providing for a summary of the amendments.

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

8. PETITIONS, REQUESTS AND COMMUNICATION

None.

9. ORDINANCES AND RESOLUTIONS

- 9.1 RES/Ordering Project and Authorizing the Preparation of Final Engineering Plans and Specifications for the 2015 SRP – Monroe Street.

ACTED UPON AFTER PUBLIC HEARING

- 9.2 RES/Adopting Assessment Roll for the 2015 SRP – Monroe Street.

ACTED UPON AFTER PUBLIC HEARING

- 9.3 RES/Ordering Project and Authorizing the Preparation of Final Engineering Plans and Specifications for the 2015 SRP – Slab Town.

ACTED UPON AFTER PUBLIC HEARING

- 9.4 RES/Adopting Assessment Roll for the 2015 SRP – Slab Town.

ACTED UPON AFTER PUBLIC HEARING

- 9.5 ORD/Ordinance Repealing ORD-2014-1558 Moratorium for B-1 Highway Business District.
(2nd Reading)

ORDINANCE

Mr. Cruikshank shared a staff report with background information to the Council stating the first reading was held on December 14, 2015. The ordinance establishing a moratorium for the B-1 Highway Business District was adopted on March 3, 2014, went into effect March 21, 2014, and remains in effect for twelve months unless otherwise repealed. Upon review and approval of the Planning Commission's recommendation for the B-1 Highway Business District land use study, the ordinance establishing the moratorium can be repealed at this time.

Motion by Councilmember Freeburg, seconded by Councilmember Anderson, to hold second reading and adopt an ordinance repealing ORD-2014-1558 Moratorium for B-1 Highway Business District.

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

9.6 RES/Annual Designations.

RESOLUTION

Mr. Cruikshank shared a staff report with background information to the Council stating annually, the City Council adopts a resolution designating the official depositories and signees. Mr. Cruikshank shared the proposed designations for 2015.

Ms. Yager noted Wells Fargo Securities is no longer a depository and is the only change.

Motion by Councilmember, seconded by Councilmember, to adopt a resolution designating official depositories and signees for 2015.

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

9.7 RES/Annual Appointments to Various Commissions.

RESOLUTION

Mr. Cruikshank shared a staff report with background information to the Council stating Anoka City Council Bylaws and Charter require that at the first meeting in January, the Anoka City Council shall: (1) Choose a Mayor pro-tem from the Council who shall perform the duties of the Mayor during the disability or absence of the Mayor from the City, or in the case of a vacancy in the office of Mayor, until a successor has been appointed and qualified; and (2) designate the official newspaper, (3) designate official posting location, (4) designate date/time of regular meetings and worksessions, (5) appoint such officers, employees, and

committees, and citizens to various boards and organizations as may be necessary;
FYI: History of Acting Mayor appointments:

01-03-2006 Carl Anderson
01-02-2007 Mark Freeburg
01-07-2008 Jeff Weaver
01-05-2009 Carl Anderson
01-04-2010 Steve Schmidt
01-03-2011 Mark Freeburg
01-03-2012 Jeff Weaver
01-07-2013 Carl Anderson
01-06-2014 Steve Schmidt
01-05-2015 Mark Freeburg

Mr. Cruikshank noted the recent passing of John Mann and the potential for a new appointment to the fire board. Mayor Rice noted a community member has approached him as being interested.

Councilmember Weaver shared the correction of Twin Cities Gateway and inquired if the Landlord and Managers Association is still active. Mr. Cruikshank said the group exists in theory but is not sure how active they are and will clarify.

Councilmember Schmidt inquired about the appointment process for the open fire board seat. Mr. Cruikshank said this is a different process than Commission appointments as they are at the pleasure of the Council.

Mayor Rice noted the resident is Wayne Anderson and was a long-time Coon Rapids firefighter who would be good on this board.

Motion by Councilmember Weaver, seconded by Councilmember Freeburg, to adopt a resolution of annual designations and appointments for 2015 including the addition of Wayne Anderson as alternate for Fire Board, Twin City Gateway correction and clarification of Landlord and Managers Association.

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

9.8 RES/2015 Parking Lot and Alley Project; Approve Plans and Specifications, Authorize Advertisement for Bids, Set Bid Date.

RESOLUTION

Mr. Lee shared a staff report with background information to the Council stating On December 15, 2014, the City Council accepted a feasibility report and authorized the preparation of plans and specifications for the 2015 Parking Lot and Alley Project. This project includes:

Parking Lots

Anoka Nature Preserve Trail Head – construct a parking lot with approximately seventeen (17) stalls at the southeast corner of the Anoka Nature Preserve. This parking lot, and other planned amenities; such as a future shelter, playground, and restroom will serve as the trail head for patrons visiting the preserve.

Woodbury House - construct a parking lot with approximately twenty-nine (29) stalls on the Woodbury House property. Plans for this parking lot have previously been completed.

Alleyway

5th Avenue Alley - This is to pave an alleyway off of 5th Avenue between Oakwood Drive and River Lane. A benefiting property owner who utilizes this alley to assess their property and who was not previously assess as part of the 2006/2007 Street Renewal Projects, has submitted payment of their unit assessment charge.

These projects are combined into one project in an effort to reduce the overall administrative costs associated with these individual projects and to receive more favorable bids from a larger project.

Motion by Councilmember Weaver, seconded by Councilmember Freeburg, to adopt a resolution approving plans and specifications setting a bid date and authorizing advertisement for bids for the 2015 parking lot and alley project.

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

9.9 RES/Joint Powers Agreement for the Operation and Maintenance of Traffic Signal at CSAH 116/Castle Field Boulevard.

RESOLUTION

Mr. Lee shared a staff report with background information to the Council stating during the 2014 construction season, the City of Anoka constructed Castle Field Boulevard and installed a new traffic signal at the intersection of Bunker Lake Boulevard otherwise known as County State Aid Highway (C.S.A.H.) 116 and Castle Field Boulevard.

As is common with all traffic signals along county roads, Anoka County requires a Joint Powers Agreement with the municipality in which the traffic signal is located. This Joint Powers Agreement documents the responsibilities of the County and City as it relates to the inspection, maintenance, and operations of the traffic signal.

The proposed Joint Powers Agreement for the traffic signal at the intersection of CSAH 116 and Castle Field Boulevard was shared, noting this agreement is similar to nearly all traffic signal agreements throughout the County.

Councilmember Freeburg said he is excited about this traffic signal for this area and is excited about the development by the high school.

Motion by Councilmember Freeburg, seconded by Councilmember Schmidt, to adopt a resolution approving a Joint Powers Agreement for the Operation and Maintenance of the Traffic Signal at the Intersection of C.S.A.H. 116 and Castle Field Boulevard.

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

9.10 RES/Right of Entry with Homestead at Anoka.

RESOLUTION

Mr. Thorvig shared a staff report with background information to the Council stating the Volunteers of America have started construction for Phase II of the Homestead at Anoka project. Phase II construction requires a staging area and access over City property south of the site. Typically when this occurs the City enters into a right-of-entry agreement to protect its interests. Several highlights of the agreement are as follows:

- 1.) The developer shall maintain the property during the construction period. This generally means keeping the property free and clear and tall grass, trash, garbage and other unsightly material.
- 2.) The developer shall return the property to its existing condition. This includes but is not limited to regrading, seeding, removal of debris, etc. If the developer fails to return the property to its existing condition the City can do the work and bill the developer.
- 3.) The agreement will expire at 5:00P.M. on July 31, 2016, the date in which the Grantee is fee owner of property where activities listed in Section 1 occur, or upon termination of the agreement by the Grantee.

Motion by Councilmember Schmidt, seconded by Councilmember Freeburg, to adopt a resolution approving right of entry agreement with The Homestead at Anoka, Inc.

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

9.11 RES/Approving a Corrective Easement by Great River Energy (GRE).

RESOLUTION

Mr. Thorvig shared a staff report with background information to the Council stating On Dec. 12th Great River Energy (GRE) completed a transaction whereby ownership of the new 115 kV power line built by GRE was conveyed to MMPA Transmission, LLC, wholesale electric provider to Anoka Municipal Utilities. In the process of reviewing the easements that were assigned to MMPA Transmission, LLC, it was determined the easement #CO-CE-042 (City public works parcel) had a minor error in the written description of the easement. If you compare the centerline description called out on the Exhibit A to the drawing depicted on Exhibit B, you will notice the call “*thence South 02 degrees 03 minutes 19 seconds West 87.6 feet*” was inadvertently omitted in the easement description on Exhibit A. In order to remedy the error, GRE proposes that a Corrective Easement should be executed by the City of Anoka and recorded in order to avoid any future title issues. A certified Council Resolution should accompany the Corrective Easement document in order for it to be recordable in the Torrens recorder’s office.

Motion by Councilmember Weaver, seconded by Councilmember Freeburg, to adopt a resolution approving a corrective easement to Great River Energy for a 115kv transmission line: Easement CO-CE-042.

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

9.12 ORD/Ordinance Amending the 2015 Master Fee Schedule.
(1st Reading)

Ms. Yager 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.

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

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.

12.3 Staff and Council Input.

Mr. Cruikshank noted the worksessions in February and March will be held on the 3rd Monday at 5pm prior to the regular meeting at 7pm.

Mr. Cruikshank reminded Council about the upcoming second annual Winterfest on Saturday, January 31, 2015.

Mr. Cruikshank confirmed the next regular Council meeting will be held on Tuesday, January 20 due to the Martin Luther King Day holiday.

Mr. Thorvig reminded Council about the ground breaking ceremony for The Homestead at Anoka Phase II Friday, January 4-5:30 at their existing location.

Councilmember Schmidt asked if their equipment is already staged. Mr. Thorvig said The Homestead at Anoka has already pulled a permit for foundation so we will begin to see work soon.

13. ADJOURNMENT

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

Vote taken. All ayes. Motion carried.

Time of adjournment: 8:32 p.m.

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

Approval Attestation:

Amy T. Oehlers, City Clerk

DRAFT

COUNCIL MEMO FORM

5.1 & 9.1

Meeting Date	January 20, 2015
Agenda Section	Public Hearings & Ordinances/Resolutions
Item Description	Issuance of an On-Sale Intoxicating Liquor, Sunday Liquor & 2 a.m. License for Misfits Saloon LLC, 821 E River Rd
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

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 MN Dept 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.

821 East River Rd has a Conditional Use Permit. Enclosed is a copy of the resolution approving the CUP, which lists the conditions that the property must adhere to, which include 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.

FINANCIAL IMPACT

Liquor licenses are pro-rated. The applicant has paid \$5,938.90 which covers the cost of the investigation fee and an On-Sale Intoxicating Liquor, Sunday Liquor and 2 a.m. license through December 31, 2015.

COUNCIL ACTION REQUESTED

Open the public hearing. Take public comment. Close hearing and act on the resolution authorizing the issuance of these licenses.



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 THE ISSUANCE OF AN ON-SALE INTOXICATING
LIQUOR LICENSE, SUNDAY LIQUOR & 2 A.M. LICENSE TO
MISFITS SALOON LCC, DBA; MISFITS SALOON,
821 EAST RIVER ROAD, ANOKA, MINNESOTA**

WHEREAS, the City of Anoka has received an application from Misfits Saloon LLC, dba; Misfits Saloon, 821 East River Road, for issuance of an On-Sale Intoxicating Liquor, Sunday Liquor and 2 a.m. License; and

WHEREAS, the applicant has met the requirements of the Anoka City Code and the laws of the State of Minnesota, and

WHEREAS, City departments have reviewed the application and conducted the necessary investigations, and non concerns or objections were raise; and

WHEREAS, appropriate fees have been received by the City.

NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council does hereby approve the issuance of an On-Sale Intoxicating Liquor License, Sunday Liquor & 2 a.m. License to be issued to Misfits Saloon LLC, dba; Misfits Saloon, 821 East River Road, with an license expiration date of December 31, 2015; and

BE IT FURTHER RESOLVED, that the Anoka City Council does hereby direct the City Clerk to forward the necessary applications and documentation to the Minnesota Department of Public Safety, Liquor Control Division for their review and approval.

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

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2012-50

**CONDITIONAL USE PERMIT FOR RESTAURANT USE
821 EAST RIVER ROAD**

WHEREAS, George Barr and Wayne Senior have submitted an application for a conditional use permit for a restaurant use at 821 East River Road;

WHEREAS, on August 18th, 1986 a site plan and conditional use permit was granted for the property to construct and allow a new restaurant use;

WHEREAS, on March 21st, 2011 the City Council revoked the conditional use permit because the property had been vacant for over a period of one year;

WHEREAS, the property is located in a B-1 Highway Business District and adjacent to an R-4 High Density Residential Zoning District;

WHEREAS, a conditional use permit is required for any use in a B-1 Highway Business District that is adjacent to a residential zoning district;

WHEREAS, Anoka City Code Chapter 74, Article IV, Division 2, Section 74-114 requires the Planning Commission to consider to what extent the applicant's plan minimizes possible adverse effects of the proposed conditional use, what modifications to the plan and what conditions of approval could further minimize the adverse effects of the proposed use;

WHEREAS, the Planning Commission held a public hearing for this item on June 5, 2012 and recommended approval of the conditional use permit with the following conditions:

- 1) Any new signage must comply with the standards of the B-1 Highway Business District.
- 2) The trash dumpster shall be located in an enclosure that will provide screening from adjacent residential properties and East River Road.
- 3) All parking stalls shall be striped according to the approved site plan and standards set forth in the City Code.

- 4) Any lighting must be designed so the direct source of site lighting is not visible from adjacent residential properties and not reflect on residential property or public right-of-way.
- 5) All necessary building permits for remodeling/demolition shall be obtained.
- 6) A six foot privacy fence shall be maintained along the west property line to provide screening of the site and vehicle headlights. The chain linked fence around the "tot-lot" should be removed.
- 7) Any outdoor activities including but not limited to patio seating shall be limited to the hours of 7am -- 10pm. This does not include outdoor areas for smoking purposes. Any outdoor activities other than patio seating shall require a conditional use permit amendment to ensure compatibility with adjacent residential uses.
- 8) The use shall comply with all regulations set forth in Chapter 38, Article I, Section 38-1, Unreasonable Noise,
- 9) The eastern access shall be designated an entrance and the western access an exit.
- 10) The Conditional Use Permit shall be subject to termination conditions outlined in Chapter 74, Article IV, Division 2, Section 74-117.
- 11) A screening fence must be located along the north property line between the coniferous trees and garages and also along the northeast property line to provide screening to the building at 852 8th Lane.

NOW, THEREFORE, BE IT RESOLVED that the Anoka City Council hereby approves the conditional use permit at 821 East River Road with the following conditions:

- 1) Any new signage must comply with the standards of the B-1 Highway Business District.
- 2) The trash dumpster shall be located in an enclosure that will provide screening from adjacent residential properties and East River Road.
- 3) All parking stalls shall be striped according to the approved site plan and standards set forth in the City Code.
- 4) Any lighting must be designed so the direct source of site lighting is not visible from adjacent residential properties and not reflect on residential property or public right-of-way.
- 5) All necessary building permits for remodeling/demolition shall be obtained.
- 6) A six foot privacy fence shall be maintained along the west property line to provide

screening of the site and vehicle headlights. The chain linked fence around the "tot-lot" should be removed.

- 7) Any outdoor activities including but not limited to patio seating shall be limited to the hours of 7am – 10pm. This does not include outdoor areas for smoking purposes. Any outdoor activities other than patio seating shall require a conditional use permit amendment to ensure compatibility with adjacent residential uses.
- 8) The use shall comply with all regulations set forth in Chapter 38, Article I, Section 38-1, Unreasonable Noise.
- 9) The eastern access shall be designated an entrance and the western access an exit.
- 10) The Conditional Use Permit shall be subject to termination conditions outlined in Chapter 74, Article IV, Division 2, Section 74-117.
- 11) A screening fence must be located along the north property line between the coniferous trees and garages and also along the northeast property line to provide screening to the building at 852 8th Lane.

Adopted by the Anoka City Council this the 18th day of June 2012.

ATTEST:



Amy T. Oshlers, City Clerk



Phil Rice, Mayor

COUNCIL MEMO FORM

6.1

Meeting Date	January 20, 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 January 20, 2015**

Page 1 of 7

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
504	City of Anoka	Dec 2014	City Utilities Dec '14	101	General Fund	\$2,221.66
129550	HENNINGSON& SNOXELL	GARPP1 2015	Wage Levy	101	General Fund	\$508.08
129550	HENNINGSON& SNOXELL	GARPP1 2015.	Wage Levy	101	General Fund	\$127.02
129551	Ace Solid Waste	436262	Rubbish Hauling Jan 2015	101	General Fund	\$33.99
129551	Ace Solid Waste	436262	Rubbish Hauling Jan 2015	101	General Fund	\$64.24
129551	Ace Solid Waste	436262	Rubbish Hauling Jan 2015	101	General Fund	\$132.25
129551	Ace Solid Waste	436262	Rubbish Hauling Jan 2015	101	General Fund	\$96.53
129551	Ace Solid Waste	436262	Rubbish Hauling Jan 2015	101	General Fund	\$49.82
129551	Ace Solid Waste	436262	Rubbish Hauling Jan 2015	101	General Fund	\$214.14
129551	Ace Solid Waste	436262	Rubbish Hauling Jan 2015	101	General Fund	\$609.08
129551	Ace Solid Waste	436262	Rubbish Hauling Jan 2015	101	General Fund	\$50.44
129551	Ace Solid Waste	436262	Rubbish Hauling Jan 2015	101	General Fund	\$185.99
129556	CenturyLink	7633236665 12/2	Communications	101	General Fund	\$86.84
129557	Cintas	470509219	Bldg Maint	101	General Fund	\$138.41
129558	City of Anoka Petty Cash	Petty Cash 1/9/1	Tim Cruikshank County/City	101	General Fund	\$53.00
129561	City of Minneapolis	400413005436	Pawn Fees for Nov	101	General Fund	\$1,083.60
129562	Commers The Water Comp	59524	Solar Salt	101	General Fund	\$60.00
129564	Emergency Automotive	aw121214-5	Worklights	101	General Fund	\$369.58
129565	Fastenal Company	MNTC8122816	Jackets	101	General Fund	\$85.01
129565	Fastenal Company	MNTC8122818	Cable Ties	101	General Fund	\$76.35
129569	Nextel Communications	872559421-131	Cell Phones Nov/Dec	101	General Fund	\$547.42
129569	Nextel Communications	872559421-131	Cell Phones Nov/Dec	101	General Fund	\$16.52
129569	Nextel Communications	872559421-131	Cell Phones Nov/Dec	101	General Fund	\$27.42
129569	Nextel Communications	872559421-131	Cell Phones Nov/Dec	101	General Fund	\$403.74
129569	Nextel Communications	872559421-131	Cell Phones Nov/Dec	101	General Fund	\$16.52
129570	Presto Graphics	51487	Senior Newsletter	101	General Fund	\$252.66
129572	Roto Rooter	4818145221	Unclog Sewer Pipe	101	General Fund	\$220.00
129672	Aspen Mills	158712	Holster Solei & Extra	101	General Fund	\$374.68
129672	Aspen Mills	158711	Uniforms- Macfarlane	101	General Fund	\$967.95
129676	Comcast	0226193 12/15/1	Internet & Cable	101	General Fund	\$132.32
129680	Ehlers & Assoc Inc	76514665	Finance Seminar/Springer	101	General Fund	\$275.00
129681	Ellen E. Stanley	1/31/2015	Winterfest Entertainment	101	General Fund	\$150.00
129684	J.H. Larson Electric Compa	s100823920.003	TPO LED 10A 19D27K	101	General Fund	\$784.14

**Paid Bill List for Ratification
Bill List for January 20, 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>
129684	J.H. Larson Electric Compa	S100809806.001	Lge LED 8018 DL	101	General Fund (\$419.80)
129684	J.H. Larson Electric Compa	S100822912.001	TPO LED 10A 19D27K	101	General Fund \$330.16
129684	J.H. Larson Electric Compa	s100823920.002	LED Lamps	101	General Fund \$715.35
129684	J.H. Larson Electric Compa	S100825582.001	Bulbs	101	General Fund \$51.23
129684	J.H. Larson Electric Compa	S100823920.001	TPO LED 10A 19D27K	101	General Fund \$206.35
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	101	General Fund \$18.27
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	101	General Fund \$16.62
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	101	General Fund \$23.33
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	101	General Fund \$21.93
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	101	General Fund \$679.85
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	101	General Fund \$17.76
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	101	General Fund \$23.77
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	101	General Fund \$45.33
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	101	General Fund \$27.49
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	101	General Fund \$48.68
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	101	General Fund \$83.33
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	101	General Fund \$51.53
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	101	General Fund \$117.99
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	101	General Fund \$66.72
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	101	General Fund \$20.53
129690	MN Bureau of Criminal App	6194	DMT-G Certification	101	General Fund \$285.00
129690	MN Bureau of Criminal App	6034	OnLine Recertification	101	General Fund \$75.00
129690	MN Bureau of Criminal App	5970	OnLine Recertification	101	General Fund \$75.00
129690	MN Bureau of Criminal App	5678	Online Recertification	101	General Fund \$75.00
129695	RI-TEC	102694Q-IN	Wash & Wax 55 Gl	101	General Fund \$1,350.25
129697	Ted Hagfors	1419	Inspections	101	General Fund \$1,220.06
129699	Verizon Wireless	9737508020	Communications Nov-Dec	101	General Fund (\$23.99)
129699	Verizon Wireless	9737508020	Communications Nov-Dec	101	General Fund \$52.88
129699	Verizon Wireless	9737508020	Communications Nov-Dec	101	General Fund \$48.37
129699	Verizon Wireless	9737508020	Communications Nov-Dec	101	General Fund \$52.88
129699	Verizon Wireless	9737508020	Communications Nov-Dec	101	General Fund \$48.38
Fund Total					\$15,819.65
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	225	Cemetery \$17.76

**Paid Bill List for Ratification
Bill List for January 20, 2015**

Page 3 of 7

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>	
Fund Total					\$17.76	
129551	Ace Solid Waste	436262	Rubbish Hauling Jan 2015	250	Ramp	\$85.66
Fund Total					\$85.66	
504	City of Anoka	Dec 2014	City Utilities Dec '14	260	Parking	\$3,322.59
Fund Total					\$3,322.59	
129559	City of Blaine	Lodging Fee Oct	Lodging Fees Oct	290	Lodging Tax	\$590.27
129560	City of Blaine	Lodging Fees/No	Lodging Fees for November	290	Lodging Tax	\$431.74
Fund Total					\$1,022.01	
504	City of Anoka	Dec 2014	City Utilities Dec '14	485	Enterprise Park	\$750.87
129553	All American Commercial TI	Escrow 6050 Hw	Escrow for 6050 Hwy 10	485	Enterprise Park	\$5,000.00
Fund Total					\$5,750.87	
503	Advanced Lumonics, LLC	14-1670	Marketing Bulbs	600	Electric	\$18,325.00
504	City of Anoka	Dec 2014	City Utilities Dec '14	600	Electric	\$9,216.89
504	City of Anoka	Dec 2014	City Utilities Dec '14	600	Electric	\$4,359.30
129551	Ace Solid Waste	436262	Rubbish Hauling Jan 2015	600	Electric	\$49.82
129555	Carr's Tree Service, Inc	86874	Tree Service Wk of 11/24/1	600	Electric	\$1,288.67
129555	Carr's Tree Service, Inc	86875	Tree Service Wk of 11/24/1	600	Electric	\$3,427.26
129555	Carr's Tree Service, Inc	86873	Tree Service Week of 11/1	600	Electric	\$1,376.38
129555	Carr's Tree Service, Inc	86952	Tree Service Wk of 11/3/14	600	Electric	\$4,060.10
129565	Fastenal Company	MNTC8123094	Shop Supplies/Heat Guns	600	Electric	\$265.00
129565	Fastenal Company	MNTC8122814	Shop Supplies	600	Electric	\$65.81
129565	Fastenal Company	MNTC8120828	Shop Supplies	600	Electric	\$96.79
129565	Fastenal Company	MNTC8119443	Gloves	600	Electric	\$72.24
129565	Fastenal Company	MNTC8108380	Shop Supplies	600	Electric	\$41.32
129565	Fastenal Company	MNTC8108265	Shop Supplies	600	Electric	\$60.17
129565	Fastenal Company	MNTC8123273	Shop Supplies	600	Electric	\$0.51
129565	Fastenal Company	MNTC8122851	Shop Supplies	600	Electric	\$516.30
129568	Menard Cashway Lumber	74058	Steel White RR	600	Electric	\$10.07
129568	Menard Cashway Lumber	73956	Backup Cameras	600	Electric	\$179.98
129568	Menard Cashway Lumber	73478	Smoke Alarms	600	Electric	\$20.72
129568	Menard Cashway Lumber	73316	Modlr Plugs, 15A Backwire	600	Electric	\$71.37
129568	Menard Cashway Lumber	74218	Pigtail w/Screw, 20A Switc	600	Electric	\$21.14
129568	Menard Cashway Lumber	73418cm	100W LED	600	Electric	(\$21.98)

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
129568	Menard Cashway Lumber	74253	Carb Cleaner, Starting Fluid	600	Electric	\$11.48
129569	Nextel Communications	872559421-131	Cell Phones Nov/Dec	600	Electric	\$16.82
129569	Nextel Communications	872559421-131	Cell Phones Nov/Dec	600	Electric	\$50.99
129569	Nextel Communications	872559421-131	Cell Phones Nov/Dec	600	Electric	\$281.31
129573	The Home Depot	3010448	12/2MC25'	600	Electric	\$31.43
129673	Border State Electric Suppl	908557689	Bur Box25 Pwr Booster	600	Electric	\$107.41
129673	Border State Electric Suppl	908557689	Polymer	600	Electric	\$69.79
129673	Border State Electric Suppl	908557690	Base assembly	600	Electric	\$208.59
129673	Border State Electric Suppl	908557689	Polymer	600	Electric	\$1,015.08
129673	Border State Electric Suppl	908550572	Supplies	600	Electric	\$178.20
129674	Carr's Tree Service, Inc	87042	Tree Service 12/8/14	600	Electric	\$3,635.34
129674	Carr's Tree Service, Inc	87043	Tree Service 12/8/14	600	Electric	\$330.51
129674	Carr's Tree Service, Inc	87041	Tree Service 12/1/14	600	Electric	\$4,821.59
129675	Cintas	470507481	Uniforms	600	Electric	\$137.87
129678	Dakota Supply Group	B032586	Security Lights	600	Electric	\$829.30
129682	Graybar Electric Inc	976324928cm	Fuses	600	Electric	(\$115.00)
129682	Graybar Electric Inc	974431422	Fuses	600	Electric	\$115.00
129682	Graybar Electric Inc	976451914	Wire	600	Electric	\$57.86
129682	Graybar Electric Inc	976451914	Fuses	600	Electric	\$88.82
129682	Graybar Electric Inc	976464972	Lockout Tags	600	Electric	\$72.57
129683	Interstate All Battery Center	1901201002427	Battery	600	Electric	\$79.20
129683	Interstate All Battery Center	1901201002410	Repair Customer Pak	600	Electric	\$179.80
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	600	Electric	\$276.86
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	600	Electric	\$57.88
129686	Lowe's	909462	19pc Skt Set	600	Electric	\$20.33
129688	Main Street Designs, Inc.	22564	Tree Lights	600	Electric	\$115.00
129689	Mas Tec North America Inc	140011-5-1	Pull Electric Cables	600	Electric	\$1,063.50
129691	MN Department of Commer	1000031012	Public Utilities Asses 3rd Qt	600	Electric	\$5,412.80
129696	Stuart C Irby Co	S008703611.001	Dead Ends	600	Electric	\$62.25
						\$62,715.44
<i>Fund Total</i>						
504	City of Anoka	Dec 2014	City Utilities Dec '14	601	Water	\$9,005.77
504	City of Anoka	Dec 2014	City Utilities Dec '14	601	Water	\$126.15
129551	Ace Solid Waste	436262	Rubbish Hauling Jan 2015	601	Water	\$49.82

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
129563	Dakota Supply Group	B025976	20 Water Meters	601	Water	\$3,500.00
129563	Dakota Supply Group	B025923	50 Water Meters	601	Water	\$8,750.00
129563	Dakota Supply Group	B037598	2" Ellip Fing Set	601	Water	\$140.00
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	601	Water	\$60.90
129699	Verizon Wireless	9737508020	Communications Nov-Dec	601	Water	\$52.88
129699	Verizon Wireless	9737508020	Communications Nov-Dec	601	Water	\$49.88
129699	Verizon Wireless	9737508020	Communications Nov-Dec	601	Water	\$52.88
Fund Total						\$21,788.28
504	City of Anoka	Dec 2014	City Utilities Dec '14	602	Sewer Treatment	\$179.03
504	City of Anoka	Dec 2014	City Utilities Dec '14	602	Sewer Treatment	\$1,592.83
129551	Ace Solid Waste	436262	Rubbish Hauling Jan 2015	602	Sewer Treatment	\$49.82
129568	Menard Cashway Lumber	74258	Heaters For Lift Stations	602	Sewer Treatment	\$119.56
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	602	Sewer Treatment	\$28.65
129699	Verizon Wireless	9737508020	Communications Nov-Dec	602	Sewer Treatment	\$79.88
129699	Verizon Wireless	9737508020	Communications Nov-Dec	602	Sewer Treatment	\$62.87
129699	Verizon Wireless	9737508020	Communications Nov-Dec	602	Sewer Treatment	\$52.88
129699	Verizon Wireless	9737508020	Communications Nov-Dec	602	Sewer Treatment	\$52.88
Fund Total						\$2,218.40
504	City of Anoka	Dec 2014	City Utilities Dec '14	609	Liquor Stores	\$871.47
504	City of Anoka	Dec 2014	City Utilities Dec '14	609	Liquor Stores	\$1,267.49
129554	Better Values Liquor	Petty Cash 1/9/1	Petty Cash Reimbursement	609	Liquor Stores	\$39.38
129554	Better Values Liquor	Petty Cash 1/9/1	Petty Cash Reimbursement	609	Liquor Stores	\$2.23
129554	Better Values Liquor	Petty Cash 1/9/1	Petty Cash Reimbursement	609	Liquor Stores	\$178.12
129567	Granite City Jobbing Co.	839418-2	Resale Merchandise	609	Liquor Stores	\$67.93
129567	Granite City Jobbing Co.	840221	cigarettes	609	Liquor Stores	\$150.28
129567	Granite City Jobbing Co.	840221	Granite City Jobbing Co.	609	Liquor Stores	(\$150.28)
129567	Granite City Jobbing Co.	840221	Resale Merchandise	609	Liquor Stores	(\$150.28)
129567	Granite City Jobbing Co.	839419-2	Resale Merchandise	609	Liquor Stores	\$581.51
129567	Granite City Jobbing Co.	840237-2	Resale Merchandise	609	Liquor Stores	\$2,220.47
129567	Granite City Jobbing Co.	840237-2	Resale Merchandise	609	Liquor Stores	\$15.48
129567	Granite City Jobbing Co.	840237-2	Resale Merchandise	609	Liquor Stores	\$66.67
129567	Granite City Jobbing Co.	840236-2	Resale Merchandise	609	Liquor Stores	\$81.38
129671	Anoka Area Chamber Com	21726	Chamber Newsletter Ad	609	Liquor Stores	\$150.00

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
129671	Anoka Area Chamber Com	21726	Chamber Newsletter Ad	609	Liquor Stores	\$150.00
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	609	Liquor Stores	\$32.26
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	609	Liquor Stores	\$39.05
129692	MN Department of Public S	6924	Buyer's Card	609	Liquor Stores	\$20.00
129694	Republic Services #899	899-002599972	Rubbish Hauling Jan 2015	609	Liquor Stores	\$329.87
						\$5,963.03
<i>Fund Total</i>						
504	City of Anoka	Dec 2014	City Utilities Dec '14	614	Golf	\$458.78
504	City of Anoka	Dec 2014	City Utilities Dec '14	614	Golf	\$392.06
129551	Ace Solid Waste	436262	Rubbish Hauling Jan 2015	614	Golf	\$32.83
129551	Ace Solid Waste	436262	Rubbish Hauling Jan 2015	614	Golf	\$149.90
129565	Fastenal Company	MNTC8122816	Jackets	614	Golf	\$85.01
129566	Gempler's, Inc.	1020351032	Property Markers	614	Golf	\$106.00
129569	Nextel Communications	872559421-131	Cell Phones Nov/Dec	614	Golf	\$27.42
129573	The Home Depot	6011160	Mult-tool, Flashlight	614	Golf	\$138.45
129573	The Home Depot	15472	Antifreeze, Bulbs, Oil	614	Golf	\$118.47
129676	Comcast	0226193 12/15/1	Internet & Late fee	614	Golf	\$28.52
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	614	Golf	\$63.33
129699	Verizon Wireless	9737508020	Communications Nov-Dec	614	Golf	\$62.87
129699	Verizon Wireless	9737508020	Communications Nov-Dec	614	Golf	\$52.88
						\$1,716.52
<i>Fund Total</i>						
129552	Ace Solid Waste	December 2014	Garbage Services Dec 201	616	Refuse	\$5,554.80
129571	Republic Services #899	December 2014	Garbage Services Dec 201	616	Refuse	\$3,759.80
						\$9,314.60
<i>Fund Total</i>						
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	617	Recycling	\$16.62
129693	Republic Services #899	899-002593742	Recycle Charges Jan 2015	617	Recycling	\$16,656.97
						\$16,673.59
<i>Fund Total</i>						
504	City of Anoka	Dec 2014	City Utilities Dec '14	701	Vehicle Maintenance	\$218.10
129551	Ace Solid Waste	436262	Rubbish Hauling Jan 2015	701	Vehicle Maintenance	\$49.82
129558	City of Anoka Petty Cash	Petty Cash 1/9/1	Title Transfer for Motorcycl	701	Vehicle Maintenance	\$20.75
129679	East Main Auto & Tire	27502	#473 Repair	701	Vehicle Maintenance	\$155.79
129679	East Main Auto & Tire	27538	#415 Oil Change	701	Vehicle Maintenance	\$36.19
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	701	Vehicle Maintenance	\$37.10
129687	Main Motors Sales	300430	160-11 Cap	701	Vehicle Maintenance	\$166.60

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
129698	Utility Truck Services	42827 tax	Sales Tax	701	Vehicle Maintenance	\$36.68
						\$721.03
			<i>Fund Total</i>			
504	City of Anoka	Dec 2014	City Utilities Dec '14	801	Youth First	\$47.99
129574	Walmart Community	12/09/2014	Supplies Ramsey, Anoka,	801	Youth First	\$316.43
129677	Copy Images	158244	Office Supplies - Copier	801	Youth First	\$73.00
						\$437.42
			<i>Fund Total</i>			
129685	LIFE INSURANCE COMPA	Dec 2014	Life Insurance Dec 2014	830	HRA	\$16.73
						\$16.73
			<i>Fund Total</i>			
129567	Granite City Jobbing Co.	840221	Granite City Jobbing Co.	999	Pooled Cash	\$150.28
						\$150.28
			<i>Fund Total</i>			
			<i>Grand Total</i>			\$147,733.86

PAYROLL

PP 1

BILL LIST DATE

01/20/15

GROSS PAYROLL - REG

\$350,254.97

LESS EMPLOYEE SHARE OF BENEFITS

(\$1,894.87)

\$348,360.10

EMPLOYER SHARE HEALTH INSURANCE

\$95,480.15

EMPLOYER SHARE FICA & MEDICARE

\$16,804.42

EMPLOYER SHARE PERA

\$29,038.17

\$141,322.74

TOTAL PAYROLL

\$489,682.84

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
129581	A.T.O.M.	12/16/14	Agency Membership 2015	101	General Fund	\$250.00
129585	Airgas North Central	9923844116	Cylinder Lease	101	General Fund	\$143.01
129586	Anoka Co Central Comm	2015003	Microphone	101	General Fund	\$54.00
129587	Anoka Co Chiefs of Police	2015	Membership/ Johanson	101	General Fund	\$140.00
129587	Anoka Co Chiefs of Police	2015	Membership/ Nolan	101	General Fund	\$140.00
129589	Anoka Hennepin School Di	Jan 2015	Community Ed Support	101	General Fund	\$5,190.00
129590	Anoka Independent Grain &	83813	Dog Food	101	General Fund	\$136.95
129593	Assoc MN Emergency Man	B91ACF9D28	Membership/ Nolan	101	General Fund	\$130.00
129593	Assoc MN Emergency Man	9CFB6A8E9B	Membership/ E Peterson	101	General Fund	\$130.00
129593	Assoc MN Emergency Man	12D1775673	Membership/ Johanson	101	General Fund	\$130.00
129596	CenturyLink	612E340310 1/1/	Communcations	101	General Fund	\$235.08
129596	CenturyLink	612E340040 1/1/	Communcations	101	General Fund	\$76.96
129596	CenturyLink	612E340068 1/1/	Communcations	101	General Fund	\$235.08
129596	CenturyLink	7635769728 1/1/	Communcations	101	General Fund	\$29.67
129596	CenturyLink	612E340312 1/1/	Communcations	101	General Fund	\$92.27
129596	CenturyLink	612E340311 1/1/	Communcations	101	General Fund	\$235.08
129596	CenturyLink	612E340312 1/1/	Communcations	101	General Fund	\$92.28
129598	Cintas	470510899	Bldg Maint	101	General Fund	\$44.80
129598	Cintas	470514174	Uniforms	101	General Fund	\$70.10
129598	Cintas	470514176	Bldg Maint	101	General Fund	\$151.95
129598	Cintas	470514183	Bldg Maint	101	General Fund	\$44.80
129598	Cintas	470515851	Bldg Maint	101	General Fund	\$138.41
129598	Cintas	470517493	Uniforms	101	General Fund	\$52.48
129598	Cintas	470520752	Bldg Maint	101	General Fund	\$151.95
129598	Cintas	470520750	Uniforms	101	General Fund	\$9.22
129598	Cintas	470520750	Uniforms	101	General Fund	\$43.26
129598	Cintas	470519134	Bldg Maint	101	General Fund	\$138.41
129598	Cintas	470517503	Bldg Maint	101	General Fund	\$44.80
129598	Cintas	470517495	Bldg Maint	101	General Fund	\$151.95
129608	HealthPartners	900022969	Medical Services	101	General Fund	\$500.00
129608	HealthPartners	900022969	Medical Services	101	General Fund	\$165.00
129608	HealthPartners	900022969	Medical Services	101	General Fund	\$50.00
129610	Hicken, Scott & Howard PA	1/01/2015	Legal Services - Dec 2014	101	General Fund	\$11,246.05

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
129614	Ink Wizards, Inc	68545	Embroidery on Jackets	101	General Fund	\$24.00
129617	Jeffrey Brooks	Winterfest	Winterfest Entertainment 1/	101	General Fund	\$150.00
129618	Jessie Smelter	Winterfest 2015	Winterfest Entertainment 1/	101	General Fund	\$150.00
129624	Menard Cashway Lumber	74600	Socket Adapter	101	General Fund	\$24.87
129624	Menard Cashway Lumber	75367	S Hooks	101	General Fund	\$6.91
129624	Menard Cashway Lumber	75232	Lumber, Hardware	101	General Fund	\$38.51
129624	Menard Cashway Lumber	75145	32 Gal Cans (6)	101	General Fund	\$143.94
129624	Menard Cashway Lumber	75108	Lumber, Brooms	101	General Fund	\$157.05
129625	Metro Cities	2 2015	City Membership for 2015	101	General Fund	\$6,383.00
129627	MN Chiefs of Police Associ	2015	Voting Membership	101	General Fund	\$290.00
129628	MN County Attorneys Asso	12/30/2014	Forfeiture Forms	101	General Fund	\$51.30
129629	MN Department of Labor	21424003005	Bldg Permit Surcharge	101	General Fund	(\$102.83)
129629	MN Department of Labor	21424003005	Bldg Permit Surcharge	101	General Fund	\$2,570.25
129630	MN Department of Transpo	Book Order	Books	101	General Fund	\$51.96
129633	MN UI Fund	07985336 1/8/15	Unemployment Benefits 4th	101	General Fund	\$825.00
129649	Streicher's	I1131563	Uniforms	101	General Fund	\$41.98
129654	Thyssen Krupp Elevator	3001489653	Elevator Maintenance	101	General Fund	\$110.00
129654	Thyssen Krupp Elevator	3001489653	Elevator Maintenance	101	General Fund	\$110.00
129654	Thyssen Krupp Elevator	3001489653	Elevator Maintenance	101	General Fund	\$110.00
129654	Thyssen Krupp Elevator	3001489653	Elevator Maintenance	101	General Fund	\$110.00
129655	TimeSaver Off Site Sec.	M20999	Council Mtg 12/15/14	101	General Fund	\$388.38
129655	TimeSaver Off Site Sec.	M20998	Worksession 12/8/14	101	General Fund	\$326.00
129656	TranSignal	2121	Street Name Blades	101	General Fund	\$554.76
129658	U.S. Bank	113	Plymouth Playhouse	101	General Fund	\$345.00
129658	U.S. Bank	1597	Greenhaven Trip	101	General Fund	\$126.02
129658	U.S. Bank	1	Tinsel Garland	101	General Fund	\$12.86
129658	U.S. Bank	191	Drive Belt, Wearbar	101	General Fund	\$452.13
129658	U.S. Bank	2963	Pistol Magazine Loader	101	General Fund	\$41.44
129658	U.S. Bank	1970	Vertical Hard Plastic Holder	101	General Fund	\$40.70
129658	U.S. Bank	592	Northern Lights Ballroom	101	General Fund	\$280.08
129658	U.S. Bank	2971	Winterfest Supplies	101	General Fund	\$17.13
129658	U.S. Bank	4335	Bldg Official Training/Fuglie	101	General Fund	\$420.00
129658	U.S. Bank	5010	Daytrippers Dinner Theatre	101	General Fund	\$465.00

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
129658	U.S. Bank	183	Lamps	101	General Fund \$535.63
129658	U.S. Bank	5245	Plymouth Green Mill	101	General Fund \$239.85
129658	U.S. Bank	9574	Lake Elmo 12/4	101	General Fund \$221.78
129658	U.S. Bank	7724	Greenhaven Meal Dec 14	101	General Fund \$86.15
129658	U.S. Bank	7816	My Passport	101	General Fund \$174.58
129658	U.S. Bank	7903	Folders	101	General Fund \$46.33
129658	U.S. Bank	8292	101 Market	101	General Fund \$224.00
129658	U.S. Bank	882	Lake Elmo 12/3/14	101	General Fund \$307.30
129661	United Refrigeration, Inc.	45086509-00	Actuator	101	General Fund \$634.80
129661	United Refrigeration, Inc.	45086641-00	B and G Repair Kit	101	General Fund \$69.94
129664	W W Grainger Inc	9627226294	High Water Alarm	101	General Fund \$109.56
129670	Zahl Equipment Company	204897-IN	Inspect Underground Tanks	101	General Fund \$189.75
Fund Total					\$37,998.67
129611	Hicken, Scott & Howard PA	14-012078	Forfeiture 1999 Fird Ranger	210	Police Forfeiture \$75.00
129612	Hicken, Scott & Howard PA	14-115561	Forfeiture 2002 Ford Van	210	Police Forfeiture \$82.50
Fund Total					\$157.50
129613	IDC Automatic	D291582-IN	Tightened Chain	250	Ramp \$178.93
Fund Total					\$178.93
129646	Siemens Industry, Inc.	5443527926	Fire Alarm System Monitori	260	Parking \$385.65
129654	Thyssen Krupp Elevator	3001489653	Elevator Maintenance	260	Parking \$110.00
Fund Total					\$495.65
129662	US Bank	3860493	GO Public Facility Bond Fe	302	Public Safety Bonds \$450.00
Fund Total					\$450.00
129651	Sunram Construction, Inc	Pay #4	Mississippi River Trail	460	Park Improve \$66,824.90
Fund Total					\$66,824.90
505	MMPA	2260	Purchased Power - Dec 20	600	Electric \$1,551,011.69
129575	Misc Vendor	00020150106474	01-520510-02	600	Electric \$300.00
129576	Misc Vendor	00020150106475	02-022270-01	600	Electric \$1,740.00
129577	Misc Vendor	00020150106475	02-233610-02	600	Electric \$5,475.00
129578	Misc Vendor	00020150106475	02-261500-00	600	Electric \$5,475.00
129579	Misc Vendor	00020150106475	02-266800-01	600	Electric \$5,475.00
129580	Misc Vendor	00020150106475	03-401230-01	600	Electric \$9,450.00
129595	Carr's Tree Service, Inc	87216	Tree Service Week of 12/1	600	Electric \$4,649.23

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<i>Check # Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
129595 Carr's Tree Service, Inc	87260	Tree Service Wk of 12/22/1	600	Electric \$3,414.85
129596 CenturyLink	612E340060 1/1/	Communcations	600	Electric \$352.00
129596 CenturyLink	612E341069 1/1/	Communcations	600	Electric \$127.00
129596 CenturyLink	612E340312 1/1/	Communcations	600	Electric \$92.27
129598 Cintas	470514173	Uniforms	600	Electric \$121.78
129598 Cintas	470510888	Uniforms	600	Electric \$123.83
129598 Cintas	470517492	Uniforms	600	Electric \$119.44
129600 City of Champlin	10311860001 1/6	Stormwater/ Street Lights	600	Electric \$82.34
129601 City of Champlin	Dec 2014	Champlin Tax Dec 2014	600	Electric \$7,108.50
129602 City of Coon Rapids	Dec 2014	Coon Rapids Tax Dec 2014	600	Electric \$2,313.95
129615 Interstate All Battery Center	1901201002472	Repair Customer Pak	600	Electric \$49.95
129635 Neopost USA Inc	52121902	Rental Final 10/1 - 12/31/14	600	Electric \$241.20
129640 Railroad Mgmt Co III, LLC	315909	Power Line Crossing Licens	600	Electric \$160.78
129650 Stuart C Irby Co	S008582740.002	Transformer	600	Electric \$1,046.51
129650 Stuart C Irby Co	S008582740.002	Transformer	600	Electric \$15,222.00
129652 The Bucket Man	195	Repairs 1010 Independenc	600	Electric \$736.49
129652 The Bucket Man	198	Repair 3267 12th Ave	600	Electric \$369.58
129652 The Bucket Man	197	Repair 914 Lincoln	600	Electric \$364.23
129652 The Bucket Man	196	Repair 739 Cross	600	Electric \$316.02
129658 U.S. Bank	0980cm	Paid Wrong Amount	600	Electric (\$33.96)
129658 U.S. Bank	491	Plastic Transfer Pipettes	600	Electric \$7.98
129658 U.S. Bank	5555	FedEx Service	600	Electric \$12.53
129668 Xcel Energy	3265 Jan 2015	Facilities Agreement	600	Electric \$5,250.00
Fund Total				\$1,621,175.19
129582 Able Hose & Rubber Inc	1-863623	Hoses	601	Water \$297.20
129596 CenturyLink	612E340312 1/1/	Communcations	601	Water \$92.28
129596 CenturyLink	612E340317 1/1/	Communcations	601	Water \$117.00
129596 CenturyLink	612E340135 1/1/	Communcations	601	Water \$70.54
129596 CenturyLink	612E348047 1/1/	Communcations	601	Water \$68.40
129607 Hawkins Water Treatment	3678376 RI	Chlorine, Manganese	601	Water \$2,969.54
129623 Mark J Traut Wells, Inc	274099	Wells 1-2 Rehab	601	Water \$9,081.25
129631 MN DNR	1976-6187	Water Use Permit	601	Water \$10,756.69
129632 MN Rural Water Associatio	1/8/15	Membership for 2015	601	Water \$250.00

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<i>Check # Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
129643 RMR Services	2015-605	Meter Parts & Supplies	601	Water \$500.00
129664 W W Grainger Inc	9627035232	Mini Digital PH Meters	601	Water \$172.00
Fund Total				\$24,374.90
129596 CenturyLink	612E348001 1/1/	Communcations	602	Sewer Treatment \$8.40
129596 CenturyLink	612E340287 1/1/	Communcations	602	Sewer Treatment \$392.79
129596 CenturyLink	612E340312 1/1/	Communcations	602	Sewer Treatment \$92.27
129596 CenturyLink	612E340117 1/1/	Communcations	602	Sewer Treatment \$68.40
129596 CenturyLink	612E340101 1/1/	Communcations	602	Sewer Treatment \$68.40
129596 CenturyLink	612E340090 1/1/	Communcations	602	Sewer Treatment \$68.40
129598 Cintas	470514175	Uniforms	602	Sewer Treatment \$90.23
129624 Menard Cashway Lumber	75233	Wrench Set	602	Sewer Treatment \$171.96
129658 U.S. Bank	2831	Vehicle Charger, Holster	602	Sewer Treatment \$74.97
129658 U.S. Bank	988	Class/Roseth/Klingenberg	602	Sewer Treatment \$600.00
129664 W W Grainger Inc	9626448899	Disp Gloves	602	Sewer Treatment \$77.20
129665 W.W. Goetsch Assoc. Inc.	93704	Submersible Pump	602	Sewer Treatment \$4,344.00
Fund Total				\$6,057.02
129591 Aramark	629-8141708	Bldg Maint	609	Liquor Stores \$39.37
129591 Aramark	629-8142158	Bldg Maint	609	Liquor Stores \$164.12
129592 Arctic Glacier Ice	467436508	Merchandise for Resale	609	Liquor Stores \$67.70
129592 Arctic Glacier Ice	411500804	Merchandise for Resale	609	Liquor Stores \$57.60
129594 Bellboy Corporation	46423500	Merchandise for Resale	609	Liquor Stores \$248.00
129594 Bellboy Corporation	91340800	Merchandise for Resale	609	Liquor Stores \$95.14
129594 Bellboy Corporation	91340800	Merchandise for Resale	609	Liquor Stores \$44.50
129594 Bellboy Corporation	46423500	Freight	609	Liquor Stores \$3.10
129594 Bellboy Corporation	91340900	Bags	609	Liquor Stores \$82.80
129606 Granite City Jobbing Co.	840990	Merchandise for Resale	609	Liquor Stores \$67.93
129606 Granite City Jobbing Co.	842179	Merchandise for Resale	609	Liquor Stores \$1,204.15
129606 Granite City Jobbing Co.	842179	Towels, Bags	609	Liquor Stores \$137.11
129606 Granite City Jobbing Co.	841582	Bags	609	Liquor Stores \$89.26
129606 Granite City Jobbing Co.	841582	Merchandise for Resale	609	Liquor Stores \$1,938.92
129606 Granite City Jobbing Co.	841008cm	Merchandise for Resale	609	Liquor Stores (\$12.30)
129606 Granite City Jobbing Co.	842179	Merchandise for Resale	609	Liquor Stores \$46.70
129606 Granite City Jobbing Co.	840989	Merchandise for Resale	609	Liquor Stores \$135.86

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
129616	J.J. Taylor Distributing Co o	2296192	Merchandise for Resale	609	Liquor Stores	\$123.00
129616	J.J. Taylor Distributing Co o	2296192	Delivery Charge	609	Liquor Stores	\$3.00
129619	Johnson Bros Wholesale Li	5061537	Merchandise for Resale	609	Liquor Stores	\$4,511.35
129619	Johnson Bros Wholesale Li	5061536	Merchandise for Resale	609	Liquor Stores	\$1,320.00
129619	Johnson Bros Wholesale Li	5061535	Merchandise for Resale	609	Liquor Stores	\$100.06
129619	Johnson Bros Wholesale Li	5061534	Merchandise for Resale	609	Liquor Stores	\$96.00
129619	Johnson Bros Wholesale Li	509279cm	Blackstone Mispick	609	Liquor Stores	(\$74.50)
129619	Johnson Bros Wholesale Li	5061532	Merchandise for Resale	609	Liquor Stores	\$2,050.50
129619	Johnson Bros Wholesale Li	5058766	Merchandise for Resale	609	Liquor Stores	\$86.70
129619	Johnson Bros Wholesale Li	5058765	Merchandise for Resale	609	Liquor Stores	\$125.55
129619	Johnson Bros Wholesale Li	509595cm	New Amsterdam order error	609	Liquor Stores	(\$1,200.00)
129619	Johnson Bros Wholesale Li	5061533	Merchandise for Resale	609	Liquor Stores	\$5,070.20
129622	M. Amundson LLP	188318	Bags	609	Liquor Stores	\$150.00
129622	M. Amundson LLP	188318	Merchandise for Resale	609	Liquor Stores	\$16.00
129622	M. Amundson LLP	188318	Merchandise for Resale	609	Liquor Stores	\$606.94
129622	M. Amundson LLP	188318	Merchandise for Resale	609	Liquor Stores	\$14.50
129634	Muzak	51245735	Muzak Services Jan 2015	609	Liquor Stores	\$71.12
129636	Paustis & Sons	8481474-IN	Merchandise for Resale	609	Liquor Stores	\$63.00
129638	Phillips Wine & Spirits	205216cm	Sterling - Order Error	609	Liquor Stores	(\$312.00)
129638	Phillips Wine & Spirits	2721658	Merchandise for Resale	609	Liquor Stores	\$33.00
129638	Phillips Wine & Spirits	2721657	Merchandise for Resale	609	Liquor Stores	\$1,926.70
129638	Phillips Wine & Spirits	2721655	Merchandise for Resale	609	Liquor Stores	\$3,679.40
129639	Presto Graphics	51594	Football Flyers	609	Liquor Stores	\$21.03
129639	Presto Graphics	51594	Football Flyers	609	Liquor Stores	\$21.04
129639	Presto Graphics	51577	Football Flyers	609	Liquor Stores	\$21.03
129639	Presto Graphics	51577	Football Flyers	609	Liquor Stores	\$21.04
129642	RJM Distributing Inc.	IND005900	Merchandise for Resale	609	Liquor Stores	\$1,090.00
129642	RJM Distributing Inc.	IND005900	Merchandise for Resale	609	Liquor Stores	\$18.75
129648	Southern Wine & Spirits of	1241223	Merchandise for Resale	609	Liquor Stores	\$650.00
129648	Southern Wine & Spirits of	1241223	Merchandise for Resale	609	Liquor Stores	\$609.35
129648	Southern Wine & Spirits of	1241222	Merchandise for Resale	609	Liquor Stores	\$272.00
129648	Southern Wine & Spirits of	1241222	Merchandise for Resale	609	Liquor Stores	\$1,138.85
129653	Thorpe Dist. Company	869922	Merchandise for Resale	609	Liquor Stores	\$290.40

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
129653	Thorpe Dist. Company	867642	Merchandise for Resale	609	Liquor Stores	\$161.25
129653	Thorpe Dist. Company	867645	Merchandise for Resale	609	Liquor Stores	\$12,801.30
129653	Thorpe Dist. Company	868856	Merchandise for Resale	609	Liquor Stores	\$6,379.65
129653	Thorpe Dist. Company	868857	Merchandise for Resale	609	Liquor Stores	\$5,177.58
129653	Thorpe Dist. Company	716405cm	Merchandise for Resale	609	Liquor Stores	(\$46.35)
129653	Thorpe Dist. Company	867641	Merchandise for Resale	609	Liquor Stores	\$18.55
129653	Thorpe Dist. Company	716406cm	Merchandise for Resale	609	Liquor Stores	(\$22.60)
129658	U.S. Bank	831	Car Wash	609	Liquor Stores	\$9.00
129663	Varner Transportation	12/31/2014	Freight Dec 2015	609	Liquor Stores	\$1,196.80
129666	Wine Merchants	7011788	Merchandise for Resale	609	Liquor Stores	\$211.00
129666	Wine Merchants	7012687	Merchandise for Resale	609	Liquor Stores	\$420.00
129666	Wine Merchants	7012688	Merchandise for Resale	609	Liquor Stores	\$360.00
129667	Wirtz Beverage MN	1080269699	Merchandise for Resale	609	Liquor Stores	\$72.00
129667	Wirtz Beverage MN	2080066874cm	Merchandise for Resale	609	Liquor Stores	(\$92.49)
129667	Wirtz Beverage MN	2080066875cm	Merchandise for Resale	609	Liquor Stores	(\$87.49)
129667	Wirtz Beverage MN	1080272081	Merchandise for Resale	609	Liquor Stores	\$3,765.90
129667	Wirtz Beverage MN	2080066876	Merchandise for Resale	609	Liquor Stores	(\$18.00)
129667	Wirtz Beverage MN	2080069906cm	Merchandise for Resale	609	Liquor Stores	(\$284.16)
129667	Wirtz Beverage MN	1080269699	Merchandise for Resale	609	Liquor Stores	\$3,568.27
129667	Wirtz Beverage MN	1080269700	Merchandise for Resale	609	Liquor Stores	\$2,359.18
129667	Wirtz Beverage MN	1080269700	Merchandise for Resale	609	Liquor Stores	\$72.00
129667	Wirtz Beverage MN	1080269701	Merchandise for Resale	609	Liquor Stores	\$1,716.00
129667	Wirtz Beverage MN	1080271897	Merchandise for Resale	609	Liquor Stores	\$208.00
129667	Wirtz Beverage MN	2080066877cm	Merchandise for Resale	609	Liquor Stores	(\$18.00)
129667	Wirtz Beverage MN	1080271896	Merchandise for Resale	609	Liquor Stores	\$8,811.20
Fund Total						\$73,762.56
129596	CenturyLink	7635769728 1/1/	Communcations	614	Golf	\$29.67
129605	Golf Course Supt. Associati	2015 San Antoni	Golf Industry Show - Brual	614	Golf	\$395.00
129614	Ink Wizards, Inc	68545	Embroidery on Jackets	614	Golf	\$24.00
129626	MGCSA	2015	Dues/Brual	614	Golf	\$150.00
129633	MN UI Fund	07985336 1/8/15	Unemployment Benefits 4th	614	Golf	\$1,229.40
129633	MN UI Fund	07985336 1/8/15	Unemployment Benefits 4th	614	Golf	\$1,004.00
129641	Reinders, Inc.	3029772-01	Ball Washer HG	614	Golf	\$581.86

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
129641	Reinders, Inc.	3029343-00	Ball Washer Refurbishment	614	Golf	\$1,924.62
Fund Total						\$5,338.55
129583	ABM Equipment & Supply	142094-IN	Pointer Weldment - Roads	701	Vehicle Maintenance	\$104.18
129596	CenturyLink	612E340312 1/1/	Communcations	701	Vehicle Maintenance	\$92.28
129598	Cintas	470517496	Bldg Maint	701	Vehicle Maintenance	\$103.63
129598	Cintas	470514177	Bldg Maint	701	Vehicle Maintenance	\$103.63
129604	East Main Auto & Tire	27718	#412 Oil Change	701	Vehicle Maintenance	\$33.19
129604	East Main Auto & Tire	27592	#413 Tire Repair	701	Vehicle Maintenance	\$78.79
129644	Royal Tire Inc	305-88434	Used Truck Tire	701	Vehicle Maintenance	\$201.19
129644	Royal Tire Inc	403-592813	Recon HP H10 5HH Silvr	701	Vehicle Maintenance	\$69.95
129647	Snap-On Industrial	ARV/24502346	18 Volt Batteries	701	Vehicle Maintenance	\$152.84
129658	U.S. Bank	722	Shop Supplies	701	Vehicle Maintenance	\$125.93
Fund Total						\$1,065.61
129584	Achieve Services, Inc.	8808	Labor - Houdek	702	IT	\$751.50
129588	Anoka Co Treasury Dept	B150107A	Broadband Feb 2015	702	IT	\$300.00
129637	PermitWorks, LLC	2015-0003	Permits & Inspections Supp	702	IT	\$1,495.00
129657	Tyler Technologies, Inc.	25-113688	Training - Fixed Assets	702	IT	\$287.50
Fund Total						\$2,834.00
129620	League of MN Cities Insura	200007033 1/1/1	Workers Comp	715	Insurance	\$287.00
129621	League of MN Cities Insura	200007034 1/1/1	Workers Comp	715	Insurance	\$199.68
Fund Total						\$486.68
129603	City of Ramsey	1/6/15	Utilities - Ramsey	801	Youth First	\$416.47
129603	City of Ramsey	1/6/15	Utilities - Ramsey	801	Youth First	\$387.24
129609	Heidi Geiss	1/6/15	Gas Cards for Basketball	801	Youth First	\$150.00
129609	Heidi Geiss	1/6/15	Pizza for Basketball	801	Youth First	\$148.96
129609	Heidi Geiss	1/6/15	\$5 Pizza- Anoka Holiday Pa	801	Youth First	\$91.06
129609	Heidi Geiss	1/6/15	Dinner with Ramsey Studen	801	Youth First	\$27.53
129669	Youth First	1/6/15	Hajme - Dinner with Anoka	801	Youth First	\$29.57
129669	Youth First	1/6/15	Target - Supplies for Andov	801	Youth First	\$448.54
129669	Youth First	1/6/15	Once Upon a Child - Suppli	801	Youth First	\$106.00
129669	Youth First	1/6/15	KFC - Ramsey Holiday Part	801	Youth First	\$81.39
129669	Youth First	1/6/15	Pizza Hut - Anoka Holiday	801	Youth First	\$126.20
Fund Total						\$2,012.96

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
129645	Sauter & Sons Inc	4052	Demolition 117 Benton	840	Central Business \$11,000.00
129645	Sauter & Sons Inc	4053	Demolition 1800 2nd Ave	840	Central Business \$14,500.00
<i>Fund Total</i>					\$25,500.00
<i>Grand Total</i>					\$1,868,713.12

COUNCIL MEMO FORM

6.2

Meeting Date	January 20, 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



Thursday	01	Closed for Holiday	City offices	All Day
Monday	05	City Council Executive Session	Council Executive Session Rm	6:30 p.m.
Monday	05	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Friday	09*	The Homestead at Anoka Groundbreaking Ceremony	3000 4 th Ave, Anoka	4:00 p.m. - 5:30 p.m.
Monday	19	Closed for Holiday	City Offices	All Day
Tuesday	20	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Saturday	24*	Memorial Service;Merrywayne Elvig	First Congregational United Church of Anoka, 1923 3 rd Ave Luncheon-Green Haven Golf Course & Event Center, 2800 Greenhaven Rd	10:30 a.m. Following Service
Monday	26	City Council Worksession	Council Worksession Room	5:00 p.m.
Saturday	31*	Anoka Winterfest	Green Haven Golf Course & Event Center, 2800 Greenhaven Rd, Anoka	11:00 a.m. - 4:00 p.m.
Saturday	31*	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	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.

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.
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.*

COUNCIL MEMO FORM

6.3

Meeting Date	January 20, 2015
Agenda Section	Consent Agenda
Item Description	Recommended Approval of an LG220 Gambling permit; Struttin' Toms Chapter of the National Wild Turkey Federation for a raffle at Green Haven on March 21
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

An application has been submitted by Struttin's Toms Chapter of the National Wild Turkey Federation for a State issued LG220 Gambling Exempt Permit to allow them to conduct a raffle at Green Haven on March 21, 2015.

This is a State issued license, but requires the approval of the municipality in which the event will take place.

Staff has reviewed the application and no concerns or objections have been expressed.

FINANCIAL IMPACT

The City does not charge a fee for our review.

COUNCIL ACTION REQUESTED

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

COUNCIL MEMO FORM

6.4

Meeting Date	January 20, 2015
Agenda Section	Consent Agenda
Item Description	Recommended Approval of two (2) LG220 Gambling permits; Church of St. Stephen for Raffles on Feb 7 and June 20
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

An application has been submitted by Church of St. Stephen for two State issued LG220 Gambling Exempt Permits to allow them to conduct raffles at St. Stephen's Catholic School on February 7, 2015 and June 20, 2015.

This is a State issued license, but requires the approval of the municipality in which the event will take place.

Staff has reviewed the application and no concerns or objections have been expressed.

FINANCIAL IMPACT

The City does not charge a fee for our review.

COUNCIL ACTION REQUESTED

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

COUNCIL MEMO FORM

6.5

Meeting Date	January 20, 2015
Agenda Section	Consent Agenda
Item Description	Issuance of a Tree Care License; Tree-Mendous Tree Care LLC of Minneapolis
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

Tree-Mendous Tree Care, LLC of Minneapolis submitted an application for a Tree Care License.

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

FINANCIAL IMPACT

\$25.00 Investigation Fee, plus a \$75.00 annual license fee.

REQUESTED COUNCIL ACTION

Approval of the Consent Agenda will mean the approval of this license.

COUNCIL MEMO FORM

6.6

Meeting Date	January 20, 2015
Agenda Section	Consent Agenda
Item Description	Issuance of a Tobacco License; Super Smokedale Tobacco Inc, 201 Jackson St, Su 101
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

Super Smokedale Tobacco Inc has submitted an application for a license to sell Tobacco & Tobacco-Related Products at 201 Jackson St, Su 101, Anoka. A license of the same was previously held for this location under Little Havana. That license expired on 12/31/2014.

Super Smokedale Tobacco Inc has entered into a lease with the property owner and is requesting approval of this license. They intend to operate the same type of cigar shop as did Little Havana.

Staff is in the process of conducting the necessary background investigations and inspections. So far no concerns or objections have been expressed. Approval of this license will be contingent upon successful background investigations and inspections.

FINANCIAL IMPACT

\$25.00 Investigation Fee, plus a \$250.00 annual license fee.

REQUESTED COUNCIL ACTION

Approval of the Consent Agenda will mean the approval of this license, contingent upon successful background investigations and inspections.

COUNCIL MEMO FORM

6.7

Meeting Date	January 20, 2015
Agenda Section	Consent Agenda
Item Description	Issuance of a Tobacco License; Dweebz LLC, dba; E-Life, 646 E River Rd, Suite 4
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

Technology Dweebz, LLC, dba; E-Life, has submitted an application for a license to sell Tobacco & Tobacco-Related Products at 646 E River Rd, Su 4, Anoka. A license of the same was previously held for this location under Holy Smoke LLC. That license expired on 12/31/2014.

Technology Dweebz LLC has entered into a lease with the property owner and is requesting approval of this license.

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

FINANCIAL IMPACT

\$25.00 Investigation Fee, plus a \$250.00 annual license fee.

REQUESTED COUNCIL ACTION

Approval of the Consent Agenda will mean the approval of this license.

COUNCIL MEMO FORM

7.1.A

Meeting Date	Tuesday, January 20, 2015
Agenda Section	7.1 Park and Recreation Board
Item Description	7.1 A Semi-Annual Report
Submitted By	Lisa LaCasse, Recreation Supervisor

BACKGROUND INFORMATION

The Parks and Recreation Advisory Board have established a semi-annual report schedule to the City Council. A report will be given in January and again in mid-summer to discuss activities and projects for that calendar year.

The Parks and Recreation Advisory Board Chairperson, Steve Nelson, will provide the report highlighting 2014 park projects. This will be a power point presentation.

FINANCIAL IMPACT

N/a

COUNCIL ACTION REQUESTED

No council action requested

COUNCIL MEMO FORM

7.2.A

Meeting Date	January 20, 2015
Agenda Section	Planning Commission
Item Description	RES/Site Plan; Gladstone Cooperative, Hearth Development
Submitted By	Crystal Paumen, City Planner

BACKGROUND INFORMATION:

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.

A small portion of the site is located within the Wild and Scenic Boundary. Staff has worked with DNR staff throughout development of the Master Plan and the current PRD to develop plans that are acceptable to the DNR. The proposed site plan by Hearth Development is acceptable to the DNR. Given the close proximity to the Wild and Scenic Boundary, the DNR recommended plantings on the river side of the building (2nd Avenue) to naturalize the look and partially screen it from views from the river. The landscape plan shows a combination of Autumn Blaze Maple and crab apple trees along 2nd Avenue and Harrison Street.

The Planning Commission held a public hearing on January 6, 2015. The Planning Commission made several recommendations at that meeting to the Developer for consideration.

- *Add a railing on top of the four-foot retaining wall.* The City's Building Official recommends heights greater than 30 inches have a railing.
- *Reconsider removing braces on the decks.* The Developer states the steel rods on the decks are both a structural requirement and design feature. It is recommended these be removed to retain the high quality of the building and be consistent in design and structure of the neighboring property. **Staff is looking for direction on this item.** The Developer is also considering having screened decks as suggested by the Planning Commission.
- *Staff and Developer look at a geothermal system to melt the snow on the driveway.* There was a lengthy discussion on this topic. Residents who live in the condo building have expressed concerns about it being difficult to drive up the driveway from the underground parking garage in the winter. The developer has analyzed several options including 1) creating an access off 2nd Avenue and/or 2) widening the current driveway. Option 1 to create an access off 2nd Avenue is not financially feasible by the Developer alone. There is a full storm sewer structure directly in the way, and the crosswalk would need to be removed or relocated. As for widening the current drive, there isn't enough width to expand the current driveway to a level that would be significant. The Planning Commission asked the Developer

to look into other alternatives to the concerns raised including underground heating. The condo association has expressed not being able to participate financially. The Developer plans to have additional information available at the meeting on possible options.

FINANCIAL IMPACT:

COUNCIL REQUESTED ACTION:

Adopt the Resolution.



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2015-XX

**SITE PLAN
HEARTH DEVELOPMENT
GLADSTONE COOPEARTIVE**

WHEREAS, Hearth Development has submitted an application for site plan review for a senior cooperative with underground parking at the southeast corner of Harrison Street and 2nd Avenue, legally described as Lot 2, Block 1 N.C.B.D Second Addition; and

WHEREAS, the property is zoned Planned Residential Development-3 and multiple family residential is an allowed use; and

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

WHEREAS, at their regular meeting on January 6, 2015, the Planning Commission recommended approval of the site plan with the following conditions:

1. The completed site must be consistent with the approved site plan and its conditions.
2. Final plans including but not limited to grading, utility, and stormwater management shall be approved by the City Public Services Department.
3. The developer shall enter into a development agreement with the City of Anoka for the public improvements. Also, the development agreement will include a performance guarantee in the amount of 1.25 times the estimated cost of grading, parking lot, landscaping and other exterior or public improvements.
4. The developer shall pay park dedication in the amount of \$150,037.
5. The City of Anoka will require a Right of Way permit for work within the right of way.
6. The Developer must obtain a water management permit to the Lower Rum River Water Management Organization.
7. The developer shall construct a railing on top of the four-foot retaining wall.
8. The decks shall be consistent in design/structure with that of the neighboring property.

NOW, THEREFORE, BE IT RESOLVED that based on the findings above, the Anoka City Council hereby approves the site plan for a senior cooperative with the conditions as recommended by the Planning Commission.

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

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

STAFF REPORT



Application A2014-19
Site Plan
Hearth Development
Harrison Street/2nd Avenue

BACKGROUND

The applicant, Hearth Development, has submitted an application for site plan review for a 59-unit, 25,826 square feet 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. The property is zoned Planned Residential Development-3 which allows the proposed use as permitted.

This site is part of the North Central Business District and is part of decades of master planning for redevelopment of the area. In 2005, a master developer was selected by the City and a master plan was created. The existing condo building at the corner of Van Buren Street and 2nd Avenue was built in 2007. The area was rezoned to Planned Residential Development (PRD) in order to achieve greater flexibility in the development of parcels. The underlying zoning district regulations (B-3) are considered guidelines only and may be varied from without requiring variances. Portions of the overall Master Plan and the PRD are located in the Rum River Wild and Scenic District. In 2006/2007, staff worked with the DNR staff throughout the development of the Master Plan and the PRD to develop plans that were acceptable. A portion of the subject site is located in the Rum River Wild and Scenic District. As such, DNR review is required and has been completed. In 2007, the existing condo building was built as the first building in the Master Plan. The City 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 following table shows the adjacent land uses.

	Zoning	Use
North	B-3 General Business	Anoka Grain and Feed/Anoka Public Safety
South	PRD-3	Condos
East	B-3 General Business	Duplexes
West	PRD-3	Park

Enclosed for your review:

- Location Map
- Site Plan
- Floor Plan
- Architectural Drawings/Elevations

- Engineering Plans/Grading/Drainage

SITE PLAN ANALYSIS

Architecture

The applicant proposes a four-story building with brick and cement board lap siding. The four story residential buildings placed close to the street are consistent with the building-street-sidewalk relationships existing in downtown Anoka. The façade will be primarily brick with cement board accents. The undulating façade represents the residential nature of the building use. There will be a stone base similar to the condo building, but with more detail. The crosshatch area shown on the artist's rendering indicates a brick pattern. The deck railing is prefinished aluminum or prefinished composite. The deck floor is prefinished composite decking. There is a steel rod on the decks. This is both a structural requirement and design feature. The grids on the window shown in the drawing are permanent. The submitted building rendering is of the interior side of the building. The street façade will look the same. The roof is flat, consistent with the condo building. The gradual progression from flat to pitched roofs that downtown buildings have is acceptable.

The subject site is located within the Historic Downtown Core District. The Heritage Preservation Commission has reviewed the architecture and approves by consensus.

Zoning Requirements

In 2006, a planned residential district (PRD-3) was established for the area. Planned unit development districts are designed to provide for and encourage various types and combinations of compatible land uses that take advantage of large-scale site planning and promote economical and efficient land use, an improved level of amenities, creative design and sensitivity to the natural environment. As a planned residential district, the intended use is primary residential. Up to one-third of the area may be commercial and office space.

The North Central Business District (NCBD) Master Plan, approved in 2006, was designed to create a compact neighborhood with an interconnected system of streets and sidewalks, connections to (and provision of) a riverfront park, and pedestrian linkages to downtown Anoka and to the Commuter Rail Station. The goal for the NCBD development is to become part of the larger downtown neighborhood where housing, mixed uses, retail, office, recreation and entertainment uses are all within easy walking distances. The Master Plan included in the packet has been modified slightly with the recent committee discussion regarding Sites 1 and 2 and the park property adjacent to the river (Commissioner Soderquist represented the Planning Commission on that committee).

As a planned unit development, the underlying district zoning regulations are considered as guidelines only and may be varied from without requiring variances. Setbacks in a PRD are allowed to be adjusted to fit the development and don't necessarily have to meet traditional

zoning requirements. Buildings on sites three and four were intended to have setbacks that incorporated the proposed streetscape design and downtown feel. The condo building was designed this way and the cooperative is proposed with the same setback.

Access/Circulation

The site will have one primary access off Harrison Street. With the master plan, sites three and four had two access points one off Harrison Street and one off Van Buren Street. In an emergency situation, both access points will serve both buildings. Both accesses will lead to the surface parking and the underground parking garage between the two buildings. 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.

Staff has meet with people that live in the condo building who have expressed concerns about it being difficult to drive up the driveway from the underground parking garage in the winter. The developer has analyzed several options including 1) creating an access off 2nd Avenue and/or 2) widening the current driveway. Option 1 to create an access off 2nd Avenue is not feasible from a financial standpoint. There is a full storm sewer structure directly in the way, and the crosswalk would need to be removed or relocated, in addition, the site line visibility is limited due to the retaining wall of the building directly adjacent to the sidewalk. As for widening the current drive, there isn't enough width to expand the current driveway to a level that would be significant. The Developer recommends increasing the frequency of snow removal to address the concern.

Parking

The applicant is proposing 61 underground parking stalls and 45 surface stalls for a total of 106 stalls. In 2006, Biko and Associates completed a parking study which calculated the appropriate parking ratios for buildings on sites three and four. The numbers were determined based on research on parking ratios and coordination with the NCBD master developer. Included in the research were parking ratios published by Urban Land Institute (ULI), Institute of Transportation Engineers (ITE), and cities in the Twin Cites metro area. The research also included reviews of recent pedestrian-oriented developments constructed in San Jose, California, Cleveland, Ohio, Portland, Oregon, and Seattle, Washington. The number that resulted from this study was a ratio of 1.3 stalls per unit marketed to active seniors.

Based on a ratio of 1.3 stalls per unit, a total of 77 parking stalls would be required for a 59-unit building. The developer is proposing 106 total parking 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).

Minimal snow storage will occur around the perimeter of the parking lot. For large snow events and during peak snow times, snow will need to be hauled off site. Cooperation may be beneficial with the adjacent condo property.

Grading, Drainage and Utility Plans

The plans have been reviewed by the Engineering Department and they have the following comments that shall be incorporated into the construction plans.

- The Developer will need to apply for a water management permit to the Lower Rum River Water Management Organization. A storm water pollution prevention plan is required as the project will be within (1) mile of an impaired water.
- The truncated domes shall be grey in color for the ADA pedestrian ramps.
- The City of Anoka will require a Right of Way permit.
- Concrete sidewalk and a brick maintenance edge shall be installed along Harrison Street and 2nd Avenue.

An existing sewer and water service stub located in 2nd Avenue will be utilized for connection to utilities.

Landscaping

Originally in the Master Plan, sites 3 and 4 were to be designed identical to each other. The proposed cooperative building site and design are intended to be compatible and of equal or superior quality with the existing condominium building. The North Central Business District Design Guidelines were created in 2003/2004 to develop plans for public and private improvements. The Developer has submitted a landscape plan and tree removal plan. 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. Several reasons why the trees and brush need to be removed include: 1) maximize the amount of surface parking on the property; and 2) building is 47 feet longer than the condo building creating 2-3 additional units per floor creating greater number of residential units in the downtown. The Developer has shown a total of 24 trees (excluding street trees) would be planted on the property as replacements. This meets the minimum required of 13 trees for replacement (no more than 8 per acre required) according to the City Code.

Staff has recommended the landscape plans be consistent with the NCBD Design Guidelines and the building to the south of the subject site. Attached is the landscape plan for the condo building to compare with the landscape plan submitted for the cooperative. Street trees are proposed along 2nd Avenue and Harrison Street. Staff is requesting further direction on this topic.

Lighting

There are six single 20-foot pole mounted LED lights around the perimeter of the parking lot. There are six building mounted, LED lights proposed over the parking garage and around the interior of the L shaped building. The City Code generally states that lighting used to illuminate the off-street parking area shall be arranged as to reflect the light away from any adjacent properties. As a best practice, lighting shall not exceed 0.1 foot candle at residential properties

and 0.5 foot candle on non-residential property lines measured on a vertical plane. Given the layout of the building and parking lot on the site, moving counter clockwise starting at the parking garage in the southwest corner of the site, the foot candles are:

- 2.2 foot candles at the property line directly adjacent to the light over the parking garage; 0.1 foot candles at the building
- 1.3 foot candles at the property line adjacent to the parking lot light
- 1.6 foot candles at the east property line adjacent to the parking lot light; 0.5 foot candles at house
- 0.7 foot candles at the east property line adjacent to the parking lot light; 0.1 foot candles at house

Two lights on the east side adjacent to residential are proposed to have house side shields. Staff has recommended adjustments to maintain 0.1 foot candles at residential building lines; however staff is requesting further discussion by the Planning Commission.

Waste Enclosures/Open Storage

The applicant has identified the garbage will be contained within the building so an exterior garbage storage enclosure is not necessary.

Other Agency Review

A small portion of the site is located within the Wild and Scenic Boundary. Staff has worked with DNR staff throughout development of the Master Plan and the current PRD to develop plans that are acceptable to the DNR. The proposed site plan by Hearth Development is acceptable to the DNR. Given the close proximity to the Wild and Scenic Boundary, the DNR recommended plantings on the river side of the building (2nd Avenue) to naturalize the look and partially screen it from views from the river. The landscape plan shows a combination of Autumn Blaze Maple and crab apple trees along 2nd Avenue and Harrison Street.

RECOMMENDATION

Staff recommends approval of the site plan for Hearth Development with the following conditions:

1. The completed site must be consistent with the approved site plan and its conditions.
2. Final plans including but not limited to grading, utility, and stormwater management shall be approved by the City Public Services Department.
3. The developer shall enter into a development agreement with the City of Anoka for the public improvements. Also, the development agreement will include a performance guarantee in the amount of 1.25 times the estimated cost of grading, parking lot, landscaping and other exterior or public improvements.
4. The developer shall pay park dedication in the amount of \$150,037.

5. The City of Anoka will require a Right of Way permit for work within the right of way.
6. The Developer will need to apply for a water management permit to the Lower Rum River Water Management Organization.

Crystal Paumen, AICP
City Planner

Site Location





ARCHITECTURAL
PRECAST BAND

CEMENT BOARDING
SIDING

ARCHITECTURAL
PRECAST BAND

CEMENT BOARDING
SIDING

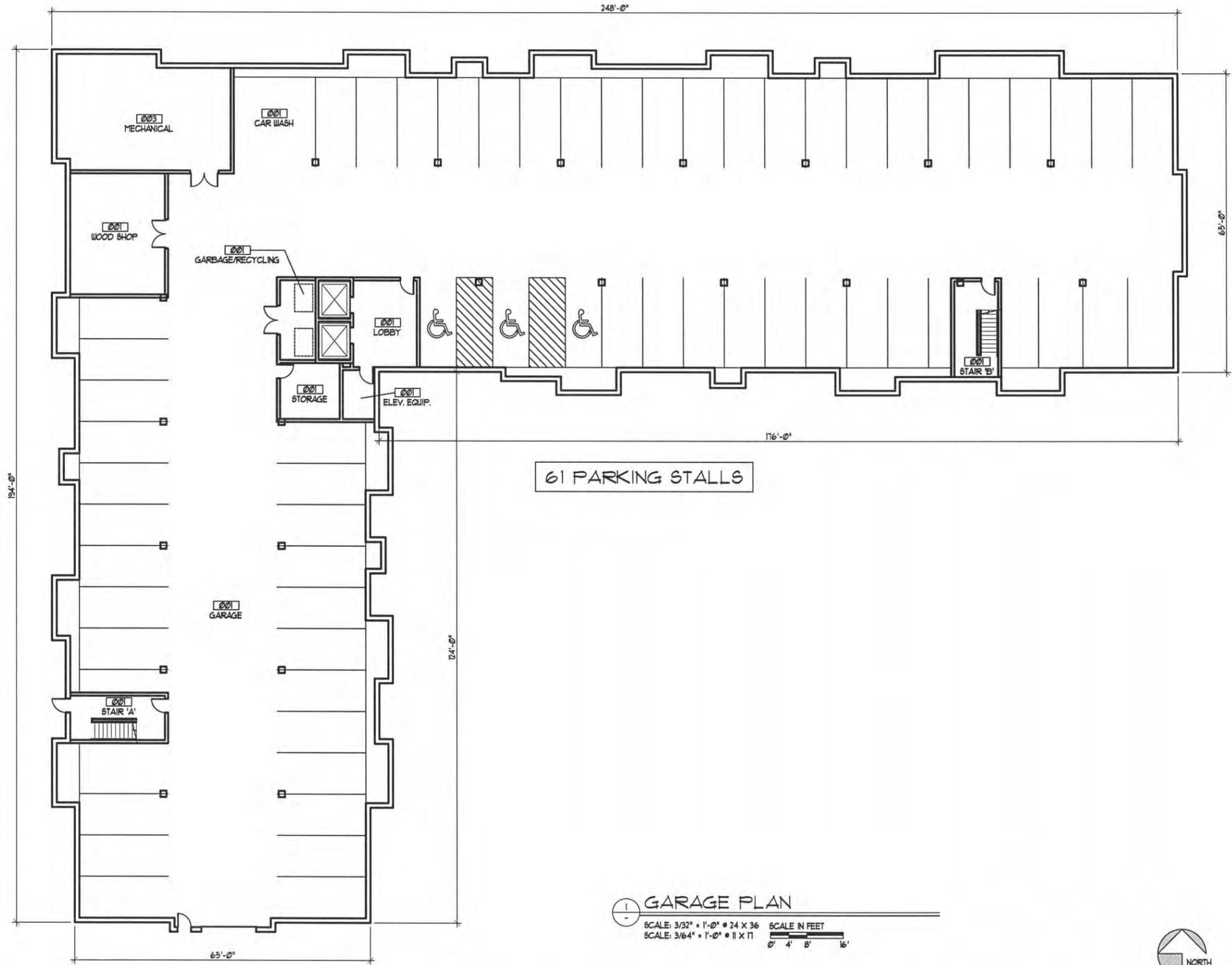
BRICK VENEER

BRICK VENEER

45'-0"

GLADSTONE COOPERATIVE
2210 SECOND AVE - ANOKA, MN 55303

A3.1



1 GARAGE PLAN
 SCALE: 3/32" = 1'-0" @ 24 X 36 SCALE IN FEET
 SCALE: 3/64" = 1'-0" @ 11 X 17
 0' 4' 8' 16'



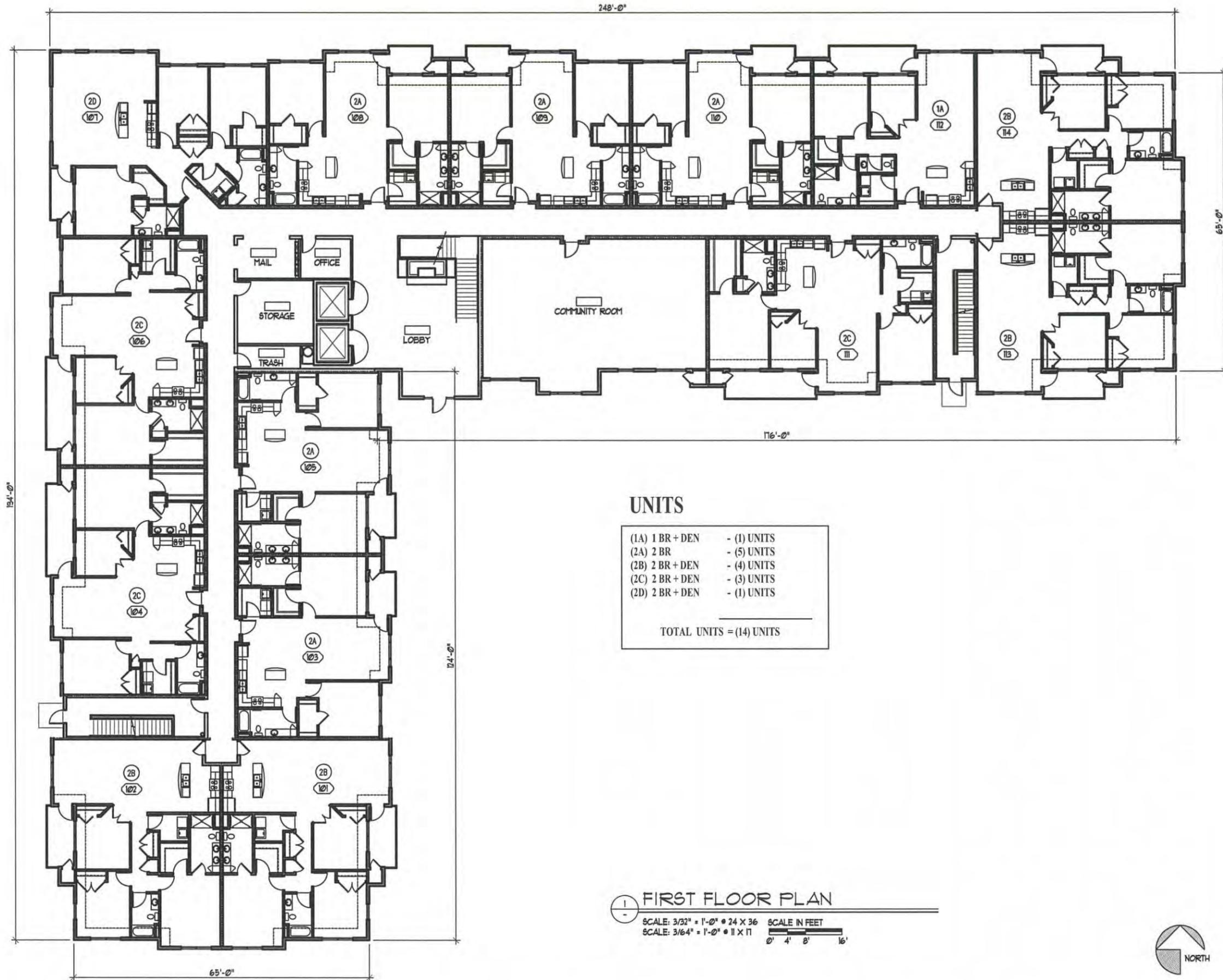
PRELIMINARY DRAWINGS 09-29-14

GLADSTONE COOPERATIVE

2210 SECOND AVE - ANOKA, MN 55303

A2.1

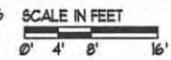
GARAGE PLAN



UNITS

(1A) 1 BR + DEN	- (1) UNITS
(2A) 2 BR	- (5) UNITS
(2B) 2 BR + DEN	- (4) UNITS
(2C) 2 BR + DEN	- (3) UNITS
(2D) 2 BR + DEN	- (1) UNITS
TOTAL UNITS = (14) UNITS	

① FIRST FLOOR PLAN
 SCALE: 3/32" = 1'-0" • 24 X 36
 SCALE: 3/64" = 1'-0" • 11 X 17



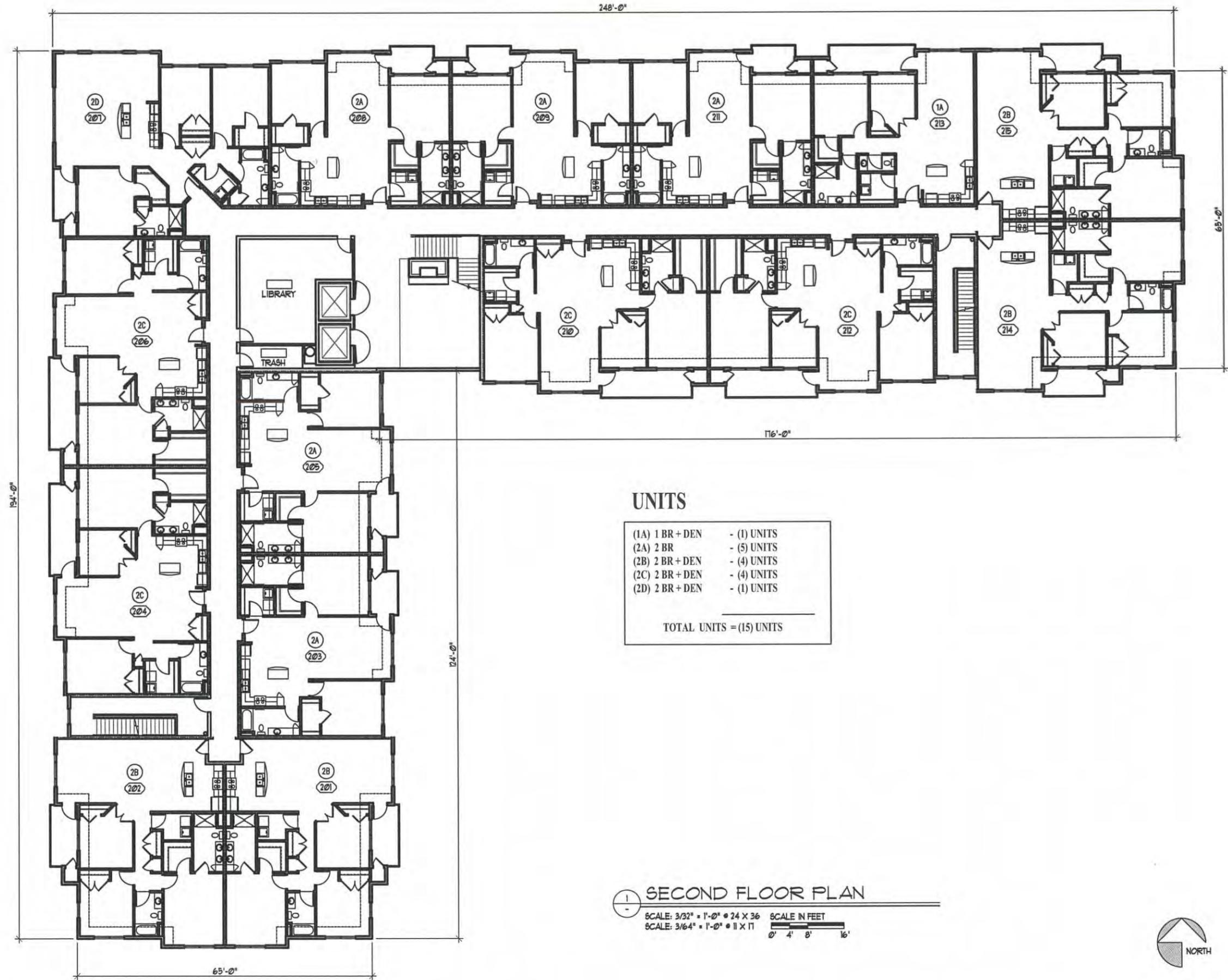
PRELIMINARY DRAWINGS 09-29-14

GLADSTONE COOPERATIVE

2210 SECOND AVE - ANOKA, MN 55303

A2.2

RZDORZB5AN

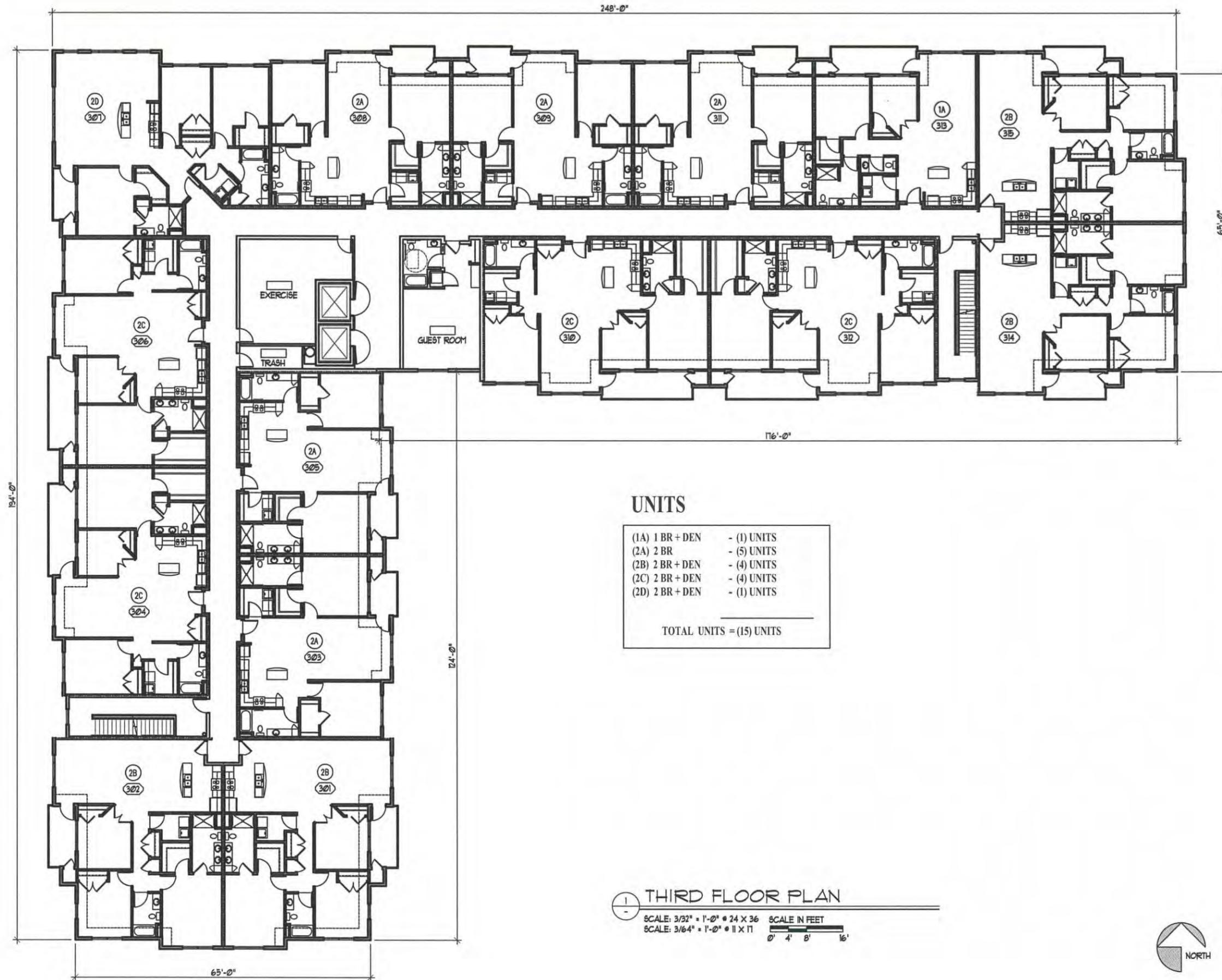


UNITS

(1A) 1 BR + DEN	- (1) UNITS
(2A) 2 BR	- (5) UNITS
(2B) 2 BR + DEN	- (4) UNITS
(2C) 2 BR + DEN	- (4) UNITS
(2D) 2 BR + DEN	- (1) UNITS
TOTAL UNITS = (15) UNITS	

1 SECOND FLOOR PLAN
 SCALE: 3/32" = 1'-0" • 24 X 36
 SCALE: 3/64" = 1'-0" • 11 X 17
 SCALE IN FEET
 0' 4' 8' 16'





UNITS

(1A) 1 BR + DEN	- (1) UNITS
(2A) 2 BR	- (5) UNITS
(2B) 2 BR + DEN	- (4) UNITS
(2C) 2 BR + DEN	- (4) UNITS
(2D) 2 BR + DEN	- (1) UNITS
TOTAL UNITS = (15) UNITS	

① **THIRD FLOOR PLAN**
 SCALE: 3/32" = 1'-0" @ 24 X 36
 SCALE: 3/64" = 1'-0" @ 11 X 11
 SCALE IN FEET
 0' 4' 8' 16'

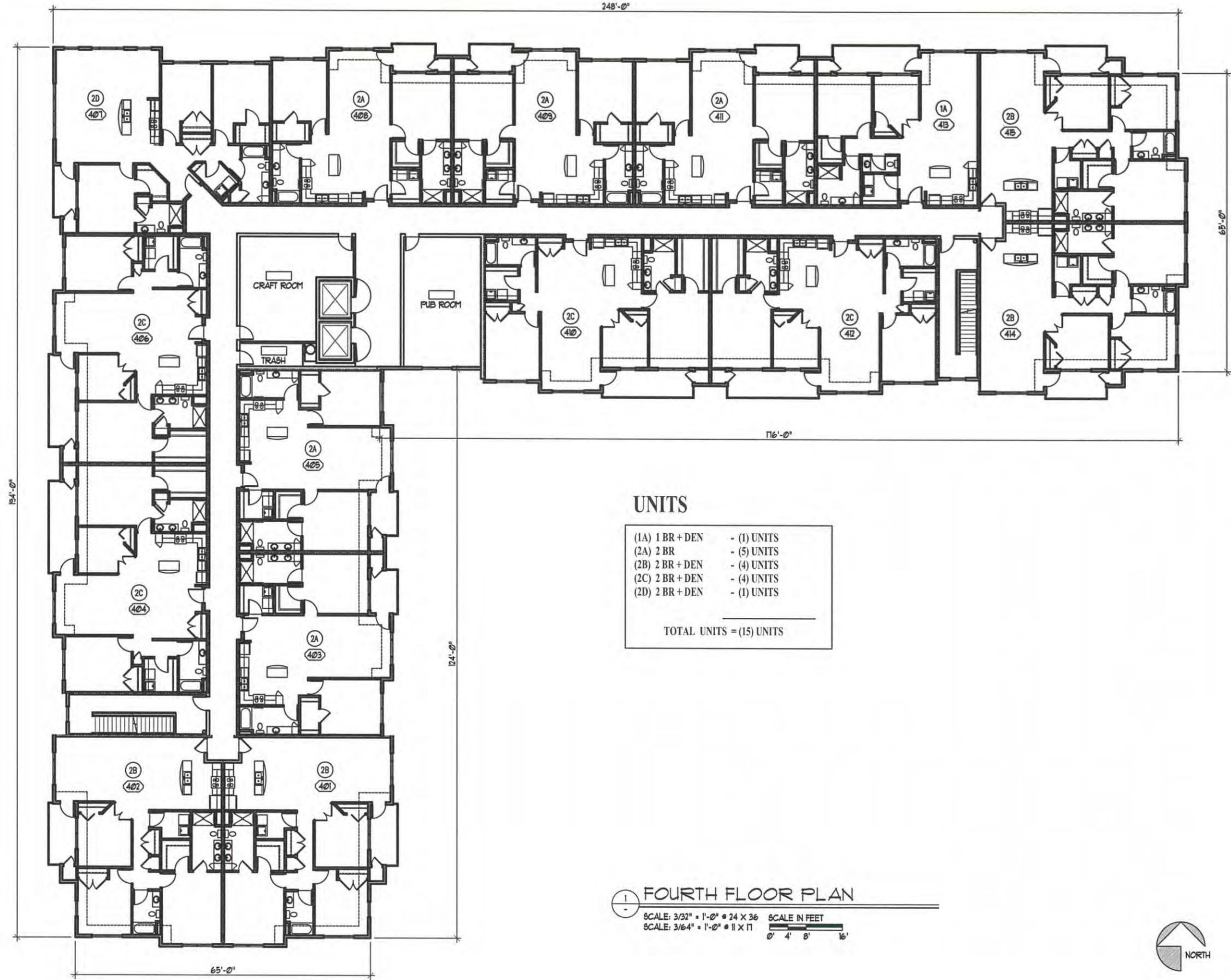


PRELIMINARY DRAWINGS 09-29-14

GLADSTONE COOPERATIVE

2210 SECOND AVE - ANOKA, MN 55303

A2.4



UNITS

(1A) 1 BR + DEN	- (1) UNITS
(2A) 2 BR	- (5) UNITS
(2B) 2 BR + DEN	- (4) UNITS
(2C) 2 BR + DEN	- (4) UNITS
(2D) 2 BR + DEN	- (1) UNITS
TOTAL UNITS = (15) UNITS	

① FOURTH FLOOR PLAN
 SCALE: 3/32" = 1'-0" @ 24 X 36
 SCALE: 3/64" = 1'-0" @ 11 X 17



PRELIMINARY DRAWINGS 09-29-14

GLADSTONE COOPERATIVE

2210 SECOND AVE - ANOKA, MN 55303

A2.5

FIGURE PLAN



GRAPHIC SCALE

LEGEND:

- EXISTING PROPERTY BOUNDARY
- EXISTING 1-FT CONTOUR
- PROPOSED 1-FT CONTOUR
- PROPOSED SPOT ELEVATION (1002.50 = 02.50 SPOT ELEVATION ON PLAN)
- G = PROPOSED GROUND SURFACE
- gl = GUTTER LINE
- c = CONCRETE SURFACE
- b = BITUMINOUS SURFACE
- tw = TOP OF WALL
- bw = BOTTOM OF WALL
- NOTE: * REPRESENTS EXISTING GRADE.
- PROPOSED DRAINAGE ARROW
- PROPOSED HEAVY DUTY SILT FENCE

KEYED NOTES:

- MATCH EXISTING BITUMINOUS PAVEMENT ELEVATIONS.
- PROPOSED ROCK CONSTRUCTION ENTRANCE. REFER TO DETAIL 5/C5.
- PROPOSED SNOW STOCK PILE AREA. SNOW STOCK PILE TO BE REMOVED WHEN PILE EXCEEDS THE AREA AS DEFINED.

NOTES:

- 1) ALL CONSTRUCTION AS CALLED FOR ON THESE CONTRACT DOCUMENTS SHALL BE PERFORMED IN ACCORDANCE WITH ALL OSHA REQUIREMENTS.
- 2) THE GRADING CONTRACTOR SHALL SCHEDULE THE SOILS ENGINEER SO THAT CERTIFICATION OF ALL CONTROLLED FILLS WILL BE FURNISHED TO THE OWNER DURING AND UPON COMPLETION OF THE PROJECT.
- 3) SPOT ELEVATIONS/CONTOURS SHOWN AS FINISHED GRADE ELEVATIONS.
- 4) PRIOR TO ON SITE EXCAVATION OR DEMOLITION WORK, INSTALL EROSION CONTROL MEASURES IN LOCATIONS SHOWN OR AS DIRECTED BY THE ENGINEER OR CITY STAFF.
- 5) EROSION CONTROL MEASURES SHOWN ON THE EROSION CONTROL PLAN ARE THE ABSOLUTE MINIMUM. THE CONTRACTOR SHALL INSTALL SEDIMENT TRAPS OR BASINS AND BIO LOG AS DEEMED NECESSARY TO CONTROL EROSION.
- 6) GRADING OPERATIONS SHALL BE CONDUCTED IN A MANNER TO MINIMIZE THE POTENTIAL FOR SITE EROSION. SEDIMENT CONTROL PRACTICES MUST BE ESTABLISHED PRIOR TO THE START OF ANY UP GRADIENT LAND DISTURBING ACTIVITIES
- 7) PROVIDE 4" OF NATIVE TOPSOIL IN GREEN AREAS.
- 8) ALL EXPOSED SOIL AREAS MUST BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION BUT IN NO CASE LATER THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
- 9) IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT MUST BE REMOVED IN A MANNER AND AT A FREQUENCY SUFFICIENT TO MINIMIZE OFF-SITE IMPACTS.
- 10) TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS, AND CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS SWALES AND DITCHES UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER.
- 11) SLOPES 3:1 AND GREATER SHALL BE STABILIZED WITH EROSION CONTROL BLANKET.
- 12) MAINTAIN AND REPAIR EROSION CONTROL MEASURES (INCLUDING REMOVAL OF ACCUMULATED SILT) UNTIL VEGETATION IS ESTABLISHED. CONTRACTOR TO INSPECT AND DOCUMENT EROSION CONTROL DAILY AND AFTER ANY RAIN EVENT. ALL SEDIMENT CONTROL FEATURES MUST BE REPAIRED WHEN THE SEDIMENT REACHES 1/3 THE HEIGHT OF THE STRUCTURE, OR REPLACED WITHIN 24 HOURS OF DISCOVERY. EROSION CONTROL STRUCTURES FOUND DAMAGED MUST BE REPAIRED OR REPLACED WITHIN 24 HOURS UPON DISCOVERY. REMOVAL OF EROSION CONTROL STRUCTURES REQUIRED AFTER SITE IS STABILIZED (AT DIRECTION OF ENGINEER).
- 13) ALL EXISTING CITY STREETS SHALL BE SWEEPED AS NEEDED AND AS REQUESTED BY ENGINEER OR CITY STAFF.
- 14) REFER TO GEOTECHNICAL REPORT FOR ADDITIONAL REQUIREMENTS.
- 15) AFTER GRADING OPERATIONS ARE COMPLETED, LANDSCAPE CONTRACTOR SHALL UNCOMPACT ALL GREEN AREAS PRIOR TO SODDING AND LANDSCAPING.
- 16) PERMANENT RESTORATION IN LAWN AREAS SHALL CONSIST OF PLACING SOD PER MNDOT 3878.2 A SPECIFICATIONS. SOD STRIPS SHALL NOT HAVE DEAD OR DRY EDGES AND SHALL NOT BE CUT MORE THAN 24 HOURS IN ADVANCE OF DELIVERY.
- 17) TEMPORARY STABILIZATION OF SLOPES AND GRADING AREAS DURING CONSTRUCTION SHALL BE A MNDOT 150 MIXTURE. TEMPORARY SEED MIXTURE SHALL BE PLACED WITH A DRILL AT A RATE OF 50 LBS/ACRE.
- 18) SOD AND INSTALLATION OF EROSION CONTROL BLANKET SHALL BE COMPLETED WITHIN 48 HOURS OF FINAL GRADING.
- 19) POSITIVE DRAINAGE OF MINIMUM 2% SLOPE SHALL BE ACHIEVED AWAY FROM PROPOSED BUILDING.

DRAWING PHASE:	
<input type="checkbox"/>	OWNER REVIEW
<input checked="" type="checkbox"/>	AGENCY REVIEW
<input type="checkbox"/>	BID DOCUMENT
<input type="checkbox"/>	FOR CONSTRUCTION
<input type="checkbox"/>	AS-BUILT DOCUMENT

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.

Todd A. Erickson
TODD A. ERICKSON, PE
40418
LICENSE NO.
10/15/2014
DATE:

OWNER/DEVELOPER
GLADSTONE COOPERATIVE OF ANOKA
6750 Stillwater Blvd, Suite 200
Stillwater, Minnesota 55082

PROJECT TITLE
GLADSTONE COOPERATIVE
ANOKA, MINNESOTA

N.O.	REVISION DESCRIPTION	DATE

JOB NO. 14-147
DRAWN BY: JSR
CHECKED BY: TAE

SHEET TITLE
GRADING PLAN

SHEET NO.
C3

HARRISON STREET

EXISTING BIT.

2ND AVENUE

N 00° 16' 29" W

PROPOSED SENIOR FACILITY

25,826 S.F.

N 89° 40' 56" E

N 89° 43' 31" E

HOUSE SIDE SHIELD

HOUSE SIDE SHIELD

N 00° 14' 03" W



20 0 20 40 60 FEET

GRAPHIC SCALE

LEGEND:

- EXISTING BOUNDARY
- SINGLE - 20-FT POLE MOUNTED - LED - FULL CUT OFF - SR3 TWO ENGINE
- SINGLE - 14-FT BUILDING MOUNTED - LED - FULL CUT OFF - CSXW SR4
- 0.10 FT/CANDLE CONTOUR
- 0.25 FT/CANDLE CONTOUR
- 0.50 FT/CANDLE CONTOUR
- 1.00 FT/CANDLE CONTOUR
- 2.00 FT/CANDLE CONTOUR
- 3.00 FT/CANDLE CONTOUR
- 4.00 FT/CANDLE CONTOUR

NOTES:

- 1) FINAL DESIGN OF ELECTRICAL SYSTEM BY LICENSED ELECTRICAL CONTRACTOR
- 2) WIRING LOCATION AND SIZING TO BE DETERMINED BY INSTALLING ELECTRICIAN
- 3) INSTALLATION SHALL INCLUDE CONNECTION TO EXISTING POWER PANEL ON INTERIOR OF BUILDING
- 4) INSTALLATION SHALL INCLUDE THE INSTALLATION OF A TIMER AND LIGHT SENSOR

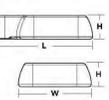
PARKING LOT LIGHTING



CSX1 LED
LED Area Luminaire

Color	White
Finish	White
Type	Area

Specifications
EPA: 0.7 ft
Length: 23-1/2"
Width: 18-1/2"
Height: 5-1/2"
Weight: 27 lbs



Introduction
The Contour® Series luminaires offer traditional square daylamps with softened edges for a versatile look that complements many applications. The CSX1 combines the latest in LED technology with the familiar aesthetic of the Contour® Series for stylish, high-performance illumination that lasts. It is ideal for replacing traditional metal halide in area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: CSX1 LED 1 308700/40K SR3 MVOLT SPA DDBXD

Code	Light Fixture	Performance Package	Part Number	Voltage	Finish	Options	Accessories
CSX1ED	1 308700	308700	SR3	120V	White	None	None

Accessories

CSX1ED-1	1 308700	308700	SR3	120V	White	None	None
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One Lithonia Way • Douglas, Georgia 30535 • Phone: 800.275.5644 • Fax: 770.918.1200 • www.lithonia.com

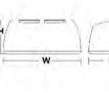
BUILDING MOUNTED LIGHTING



CSXW LED
LED Wall Luminaire

Color	White
Finish	White
Type	Wall

Specifications
Height: 7-1/8"
Width: 16-5/8"
Depth: 9-5/8"
Weight: 23 lbs



Introduction
The Contour® Series luminaires offer traditional square daylamps with softened edges for a versatile look that complements many applications. The CSXW LED combines the latest in LED technology with the familiar aesthetic of the Contour® Series for stylish, high-performance illumination that lasts. It is ideal for replacing 100-400W metal halide in wall-mounted applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: CSXW LED 1 308700/40K SR3 MVOLT DDBTDX

Code	Light Fixture	Performance Package	Part Number	Voltage	Finish	Options	Accessories
CSXWLED	1 308700	308700	SR3	120V	White	None	None

Accessories

CSXWLED-1	1 308700	308700	SR3	120V	White	None	None
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DRAWING PHASE:	OWNER REVIEW
	AGENCY REVIEW
	BID DOCUMENT
	FOR CONSTRUCTION
	AS-BUILT DOCUMENT

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.

Todd A. Erickson
TODD A. ERICKSON, PE
40418
LICENSE NO.
10/28/2014
DATE:

OWNER/DEVELOPER
GLADSTONE COOPERATIVE OF ANOKA
6750 Stillwater Blvd, Suite 200
Stillwater, Minnesota 55082

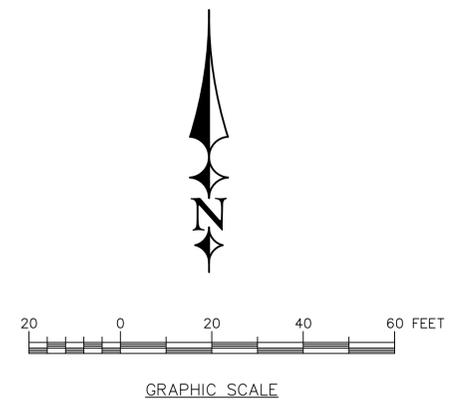
PROJECT TITLE
GLADSTONE COOPERATIVE
ANOKA, MINNESOTA

NO.	REVISION	DESCRIPTION	DATE

JOB NO.: 14-147
DRAWN BY: JSR
CHECKED BY: TAE

SHEET TITLE
LIGHTING PLAN

SHEET NO.
E1
SHEET 1 OF 1
77 of 235



LEGEND:

- EXISTING BOUNDARY
- EXISTING CONTOURS (1 FOOT CONTOUR INTERVAL)
- WATER LINE
- STORM SEWER LINE
- SANITARY SEWER LINE
- CATCH BASIN
- HYDRANT
- WATER VALVES
- CATCH BASIN/STORM MH
- DENOTES FOUND IRON MONUMENT
- WATER VALVES
- SANITARY MANHOLE
- SIGN
- LIGHT POLE
- TREE/SHRUB REMOVAL AREA
- TREE TO BE REMOVED IN ITS ENTIRETY

KEYED NOTES:

- ① SAW CUT BIT. EDGE PRIOR TO PLACING FINAL LIFT OF ASPHALT
- ② SAW CUT CONCRETE AS REQUIRED FOR NEW ENTRANCE
- ③ ALL TREES AND BRUSH WEST OF PROPERTY LINE TO BE REMOVED
- ④ SAWCUT AND REMOVE ENTRANCE DRIVE IN ITS ENTIRETY (BIT., CURB, ETC.) PROTECT EXISTING CATCH BASIN DURING DEMO AND CONSTRUCTION PHASES.
- ⑤ SAWCUT AND REMOVE SIDEWALK



NOTE:
THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES AND SHALL NOT COMMENCE WITH ANY WORK PRIOR TO ENGINEERS APPROVAL.

THE LOCATION OF UNDERGROUND FACILITIES OR STRUCTURES AS SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME THE PLANS WERE PREPARED AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES 72 HOURS PRIOR TO CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION OF SAID UTILITIES DURING THE COURSE OF WORK. GOPHER STATE ONE CALL 1-800-252-1166.

ERICKSON CIVIL
333 North Main Street, Suite 201
Stillwater, Minnesota 55082
Phone (612) 309-3804
www.ericksoncivilsite.com

DRAWING PHASE:
OWNER REVIEW
✓ AGENCY REVIEW
BID DOCUMENT
FOR CONSTRUCTION
AS-BUILT DOCUMENT

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.

TODD A. ERICKSON, PE
40418
LICENSE NO.
10/15/2014
DATE:

OWNER/DEVELOPER
GLADSTONE COOPERATE OF ANOKA
6750 Stillwater Blvd, Suite 200
Stillwater, Minnesota 55082

PROJECT TITLE
GLADSTONE COOPERATIVE
ANOKA, MINNESOTA

NO.	REVISION DESCRIPTION	DATE

JOB NO. 14-147
DRAWN BY: JSR
CHECKED BY: TAE

SHEET TITLE
EXISTING CONDITIONS & DEMO PLAN
SHEET NO.
C1
SHEET 1 OF 5
78 of 235

COUNCIL MEMO FORM

7.2.B

Meeting Date	January 20, 2015
Agenda Section	Planning Commission
Item Description	RES/Conditional Use Permit Amendment, 314 Monroe Street
Submitted By	Crystal Paumen, City Planner

BACKGROUND INFORMATION:

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.

There isn't any language in the City Code to address minor amendments and therefore this request needs to be reviewed by the Planning Commission and City Council.

Planning Commission recommends approval of a nine-month extension until September 30, 2015 to complete the driveway and garage on the property 314 Monroe Street.

FINANCIAL IMPACT:

Public hearing publication.

COUNCIL REQUESTED ACTION:

Adopt the Resolution.



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2015-XX

**CONDITIONAL USE PERMIT AMENDMENT
314 MONROE STREET**

WHEREAS, on November 18, 2013, the City approved a conditional use permit to move a house onto the property addressed 314 Monroe Street and legally described as follows:

That part of Lot 4, Block 15 lying easterly of the West 112 feet of said Lot 4 and that part of Lot 5, Block 15 and the North Half of Lot 6, Block 15 lying easterly of the West 127 feet of said Lots 5 and 6, all in the City of Anoka, Anoka County, Minnesota.

WHEREAS, Anoka City Code Chapter 74, Article V, Division 2, Section 74-213 requires where the principal use is a single-family dwelling, garages shall contain a minimum of 440 square feet; and

WHEREAS, the Anoka City Code requires that driveways and parking areas shall be concrete, bituminous, brick pavers, or similar hard surface with a minimum of four inches for concrete over prepared, approved subgrade, or two inches for bituminous over a Class V base a minimum of four inches thick upon a prepared, approved subgrade; and

WHEREAS, a condition of approval was the garage and driveway needed to be completed by December 31, 2014 and the City collected \$5,000 escrow to ensure completion; and

WHEREAS, the applicants, Erik and Amanda Skogquist have run into unexpected weather related delays that have resulted in them not being able to accomplish these tasks on time; and

WHEREAS, the applicants have requested an extension to complete the driveway and garage on the property 314 Monroe Street; and

WHEREAS, the Planning Commission held a public hearing at their regular meeting on January 6, 2015 and heard public testimony.

NOW, THEREFORE, BE IT RESOLVED the Anoka City Council hereby approves the conditional use permit amendment to grant a nine-month extension until September 30, 2015 to complete the driveway and garage on the property at 314 Monroe Street according to City Code requirements. All other conditions as stated in RES-2013-135 shall be upheld.

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

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

STAFF REPORT



Application A-2013-29
Conditional Use Permit Amendment
314 Monroe Street
Erik and Amanda Skogquist
January 6, 2015

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 a six-month extension until June 30, 2015 to complete the driveway and garage on the property 314 Monroe Street.

There isn't any language in the City Code to address minor amendments and therefore this request needs to be reviewed by the Planning Commission and City Council. A public hearing has also been published for this item.

RECOMMENDATION

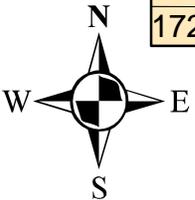
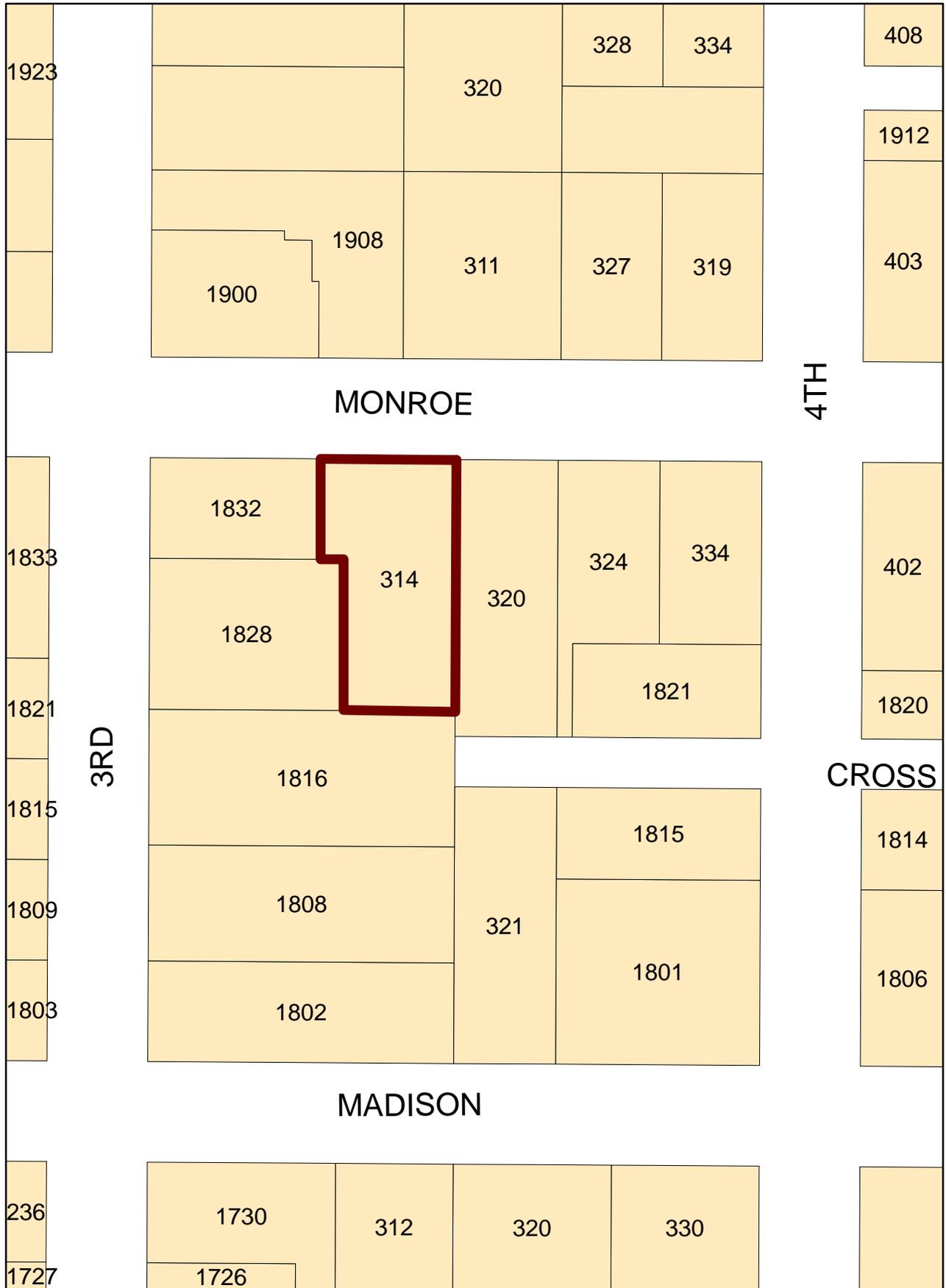
Staff recommends approval of the six-month extension until June 30, 2015 to complete the driveway and garage on the property 314 Monroe Street.

COMMISSION ACTION

The Planning Commission may recommend approval with conditions, recommend denial and state reasons for denial, or postpone the item for further information.

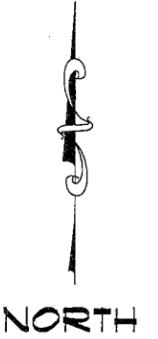
Crystal Paumen, AICP
City Planner

Site Location

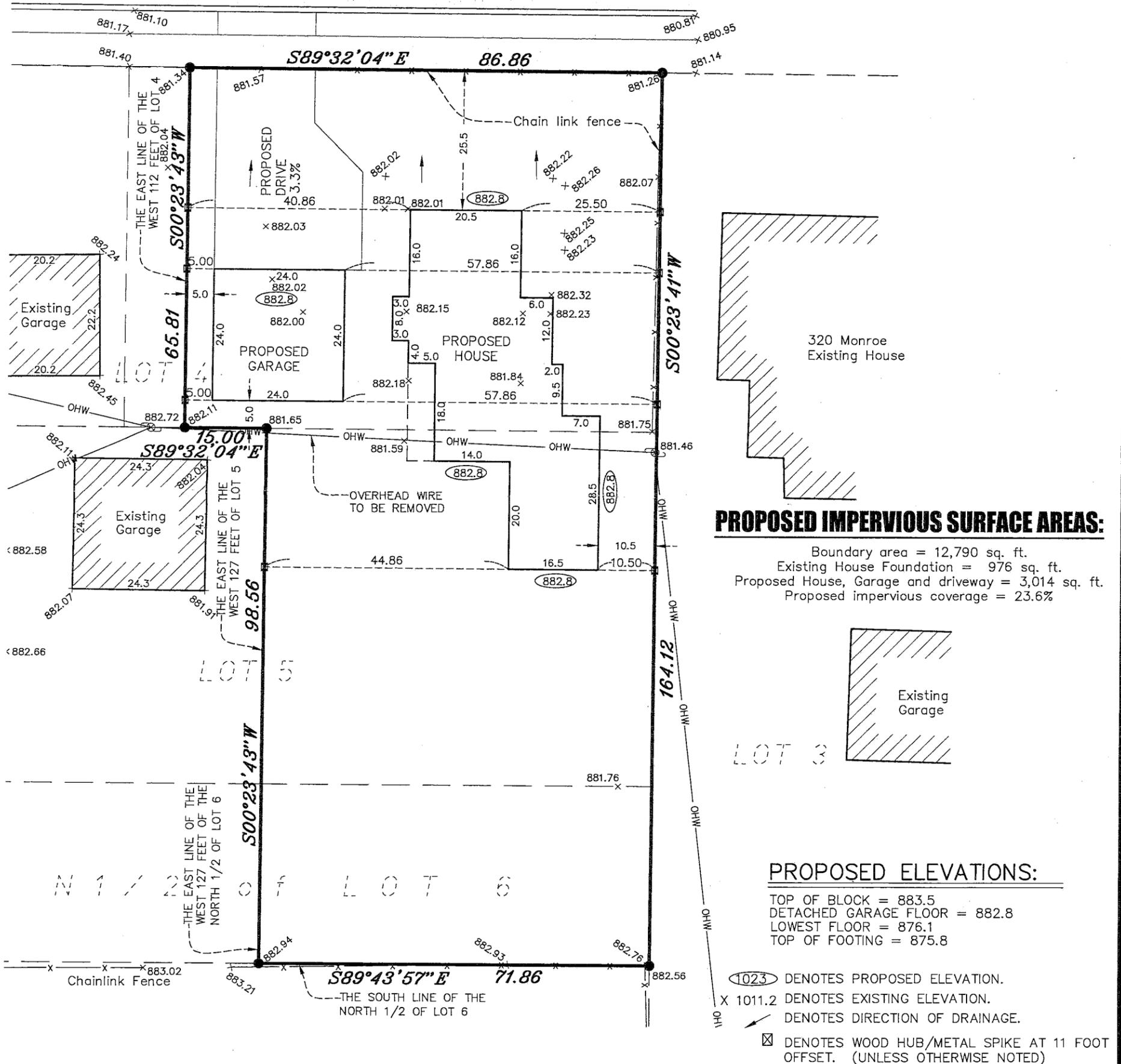


CERTIFICATE OF SURVEY

~for~ ERIK SKOGQUIST



MONROE STREET



PROPOSED IMPERVIOUS SURFACE AREAS:

Boundary area = 12,790 sq. ft.
 Existing House Foundation = 976 sq. ft.
 Proposed House, Garage and driveway = 3,014 sq. ft.
 Proposed impervious coverage = 23.6%

PROPOSED ELEVATIONS:

TOP OF BLOCK = 883.5
 DETACHED GARAGE FLOOR = 882.8
 LOWEST FLOOR = 876.1
 TOP OF FOOTING = 875.8

- DENOTES PROPOSED ELEVATION.
- × DENOTES EXISTING ELEVATION.
- ↗ DENOTES DIRECTION OF DRAINAGE.
- ⊠ DENOTES WOOD HUB/METAL SPIKE AT 11 FOOT OFFSET. (UNLESS OTHERWISE NOTED)

LEGAL DESCRIPTION

That part of Lot 4, Block 15 lying Easterly of the West 112 feet of said Lot 4 and that part of Lot 5 and the North Half of Lot 6, Block 15 lying Easterly of the West 127 feet of said Lots 5 and 6, all in the CITY OF ANOKA, Anoka County, Minnesota.

- *BUILDER TO VERIFY HSE DIMENSIONS, SEWER DEPTH AND FOUNDATION DEPTH
- *DRIVEWAYS ARE SHOWN FOR GRAPHIC PURPOSES ONLY. FINAL DRIVEWAY DESIGN AND LOCATION TO BE DETERMINED BY CONTRACTOR.
- *FINISHED GRADE ADJACENT TO HOME SHALL BE 0.7 FEET BELOW TOP OF BLOCK EXCEPT AT DRIVEWAY AND PATIO
- *ADDITIONAL SHOTS TO BE TAKEN AT TIME OF HOUSE STAKING TO VERIFY PROPOSED GRADES.

Scale 1" = 20'	Drawn By: BPN	Project Manager: BLR	Job No.: 13675
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○ Denotes Iron Set ● Denotes Iron Found Bearings shown are on an assumed datum.

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota. Dated this 24th day of September, 2013.

BLR _____ License No. 19421

E.G. RUD & SONS, INC.
 EST. 1977
 Professional Land Surveyors
 6776 Lake Drive NE, Suite 110
 Lino Lakes, MN 55014
 Tel. (651) 361-8200 Fax (651) 365-87285
 www.egrud.com



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2013-135

**CONDITIONAL USE PERMIT
314 MONROE STREET**

WHEREAS, Erik and Amanda Skogquist have applied a conditional use permit to move a house to the property located at 314 Monroe Street; and

WHEREAS, Anoka City Code Chapter 74, Article IV, Division 4, Section 74-161 requires a conditional use permit to move a building within the City of Anoka; and

WHEREAS, the property is located in the R-1 Single Family Residential Zoning District; and

WHEREAS, Anoka City Code Chapter 74, Article V, Division 2, Section 74-213 requires where the principal use is a single-family dwelling, garages shall contain a minimum of 440 square feet; and

WHEREAS, the Anoka City Code requires that driveways and parking areas shall be concrete, bituminous, brick pavers, or similar hard surface with a minimum of four inches for concrete over prepared, approved subgrade, or two inches for bituminous over a Class V base a minimum of four inches thick upon a prepared, approved subgrade; and

WHEREAS, Anoka City Code Chapter 74, Article IV, Division 4, Section 74-161 requires the Planning Commission to consider that the structure will, in the new location, conform to the general neighborhood character; and

WHEREAS, the front yard landscaping plans have been submitted and shall be approved by the City and completed as part of the project; and

WHEREAS, the Planning Commission held a public hearing for this item on November 6, 2013 and recommended approval of the conditional use permit with the following findings; and

- 1) The house will be facing the street with a detached garage placed in the rear of the property. The main entry feature of the house, which is the double front doors and the windows on the front, will be facing the street.
- 2) The structure is a unique and one of a kind in the City of Anoka. There are variations of the front elevations throughout the block including mostly 1 ½ story to two story. The

house will not create a linear, repetitive streetscape because there isn't a house like this one on the block.

- 3) Front yard landscaping plans has been submitted to the City. The plans show existing trees in the northeast corner (front) of the property, a new deciduous tree on the northwest corner (front) of the property and east of the house, and shrubs, flower beds, and native grasses around the front of the house. The landscaping will be completed next spring/summer.
- 4) The surrounding neighborhood is part of the Christian Hill Historic District. By moving the house only one block, the pattern of the surrounding area is very similar from where the house is located to where it is moving to. The surrounding neighborhood has structures that are very historic. The house is very compatible in mass and form to the structure across the street (white antique shop) and the Family Innovations building on the corner across the street. Although the house is not on the National Historic Register, the house was built in 1887 and has historic features that blend in well with the neighborhood.
- 5) The maximum height allowed in the R-1 zoning district is 35 feet. The apparent height of the structure is similar and compatible with the surrounding structures.
- 6) The architectural exterior elements of the house include narrow wood siding, shutters (all front, rear and side elevations), decorative window cornice, double front door, decorative window architrave, and pent roof. The house was built in 1887 according to the County records. Some of the surrounding neighborhood is part of the Christian Hill Historic District. Other structures in the neighborhood are stucco and narrow wood siding. Given the architectural elements of the house and the year it was built, the structure fits in well with the historic character of the surrounding neighborhood and is only moving about one block.
- 7) The proposed moving route will be along Monroe Street approximately one block. A moving company will be hired and required to obtain a building mover's license from the City prior to moving the house.
- 8) A driveway and garage, a minimum of 440 square feet, will be provided on the property. The applicant has stated the garage and driveway will be completed by December 31, 2014.
- 9) The lighting on the property will be typical of other residential properties.
- 10) The property adequately manages storm water runoff.
- 11) The utilities serving the site are adequate.

WHEREAS, the Planning Commission recommended approval of the conditional use permit with the following conditions:

- 1) A building mover's license must be obtained prior to moving the house.
- 2) A moving permit is required to move the house.
- 3) The driveway shall be paved either with bituminous or concrete by December 31, 2014.
- 4) A garage shall be constructed, a minimum of 440 square feet, by December 31, 2014.
- 5) The City shall retain an escrow in the amount of \$5,000 until the garage and driveway are constructed and completed according to the Building Code and Anoka City Code.
- 6) The landscaping plans are approved by the City and shall be completed as part of the project.

NOW, THEREFORE, BE IT RESOLVED that based on the findings above, the Anoka City Council hereby approves the conditional use permit at 314 Monroe Street with the conditions as recommended by the Planning Commission.

Adopted by the Anoka City Council this the 18th day of November 2013.

ATTEST:



Amy T. Oehlers, City Clerk



Phil Rice, Mayor





COUNCIL MEMO FORM

7.2.C

Meeting Date	January 20, 2015
Agenda Section	Planning Commission
Item Description	RES/Site Plan, Conditional Use Permit; 1025 Sunny Lane, Wilson Elementary School
Submitted By	Crystal Paumen, City Planner

BACKGROUND INFORMATION:

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.

FINANCIAL IMPACT:

Public hearing publication.

COUNCIL REQUESTED ACTION:

Approve the Resolution for the Conditional Use Permit and Site Plan.



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2015-XX

**SITE PLAN, CONDITIONAL USE PERMIT
1025 SUNNY LANE**

WHEREAS, Anoka-Hennepin ISD#11 has applied for a site plan and conditional use permit to construct a building addition at 1025 Sunny Lane legally described as follows:

Unplatted City of Anoka, the south 600 feet of the east 818.85 feet of the north 55 acres of north half of the southeast quarter of Section 31-32-24, subject to the Street easement over the west 30 feet thereof;

AND

Outlot 2A Sunny Acres 3rd Addition;

AND

Outlot 2 Sunny Acres 3rd Addition;

AND

Outlot 1 Sunny Acres 3rd Addition;

AND

Outlot 1A Sunny Acres 3rd Addition.

WHEREAS, the property is zoned R-1 Single Family Residential; and

WHEREAS, a conditional use permit is required for a public school in said district; and

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

WHEREAS, a school has existed on the property since 1964, however a conditional use permit is not on file; and

WHEREAS, Anoka-Hennepin ISD#11 applied for a conditional use permit to make the school a conforming use; and

WHEREAS, the Planning Commission held a public hearing for this item on January 6, 2015 and recommended approval of the site plan and conditional use permit with the following findings; and

- 1) The existing and proposed building addition are consistent with the zoning regulations in the R-1 Single Family Residential zoning district for land area, building height, impervious surface, building coverage and setbacks. The parking lot on the east side of the property has an existing 15 foot setback from the property line along Sunny Lane and the existing parking lot on the west side of the property has an existing setback of 33 feet. The City acknowledges the setbacks as legal nonconforming since they do not meet the required setback of 35 feet.
- 2) The site abuts residential uses on all sides. The school has been located on the property since 1964. There are existing mature trees located on the property. Those trees greater than eight inches in diameter being removed as part of the project will be replaced.
- 3) All necessary permits required to proceed with the project will be part of the conditions of approval.
- 4) No additional signage is being proposed as part of the application. An existing sign is adjacent to Sunny Lane.
- 5) There are 81 parking spaces located on the property. There are no additional parking spaces proposed as part of the building addition. Child loading and unloading will continue to function as it does today. The City Code not specifically outline the number of required parking spaces for schools. Other uses not specifically listed are determined on an individual basis by the City Council. The school is existing use and the existing parking and loading arrangement appear to be adequate for the school at this time.
- 6) The site abuts Sunny Lane on the south and Colfax Avenue on the west. The use has existed on the property since 1964. The traffic does not create a nuisance or hazard to existing traffic or surrounding land use.
- 7) The parking areas, access roads, and driveways are paved. The plans do not include any outdoor storage or display.
- 8) The site does not have any outdoor storage or display. Open storage of products or merchandise or items used in the operation of the business is prohibited.
- 9) On the west elevation facing Colfax Avenue, there are four light fixtures, on the north elevation there are two light fixtures and on the south elevation there are three light fixtures proposed. All light fixtures are located approximately 12 feet from ground level. All lighting must be directed away from adjacent properties, and designed so that the bulb is not visible from adjacent properties. The proposed building addition is not close to the property line so there will not be any issues with lighting affecting adjacent properties.
- 10) An infiltration area will be constructed to the west of the building and is designed for a 2-year storm event (90% of the storm events are 2-year storms). During a large rain event,

there is over land discharge or an emergency overflow on the west side of the basin that will allow water to sheet flow to the street. Some of the storm water will continue to the wetland to the north as it currently does. There will be no increase in storm water to the wetland.

- 11) The proposed building is consistent in exterior materials as the existing building which includes two colors of brick, composite metal panel above the two doors, and window glass.
- 12) The utilities serving the site are adequate.
- 13) The existing use is consistent with the ordinance and of the same general character of other permitted uses in the district.

WHEREAS, the Planning Commission recommended approval of the conditional use permit with the following conditions:

- 1) Any lighting must be designed so the direct source of site lighting is not visible from adjacent residential properties and not reflect on residential property or public right-of-way.
- 2) The parking lot on the east side of the property has an existing 15 foot setback from the property line along Sunny Lane and the existing parking lot on the west side of the property has an existing setback of 33 feet. The City acknowledges these setbacks as legal nonconforming.
- 3) The Conditional Use Permit shall be subject to termination conditions outlined in Chapter 74, Article IV, Division 2, Section 74-117.

WHEREAS, the Planning Commission recommended approval of the site plan with the following conditions:

- 1) The completed site must be consistent with the approved site plan and its conditions.
- 2) The applicant shall obtain all necessary county and state licenses for the use.
- 3) Any new signage must comply with the City Code.
- 4) A Land Disturbance Permit is required prior to the initiation of construction.
- 5) All necessary building permits shall be obtained.

NOW, THEREFORE, BE IT RESOLVED that based on the findings above, the Anoka City Council hereby approves the site plan to construct a building addition and the conditional use permit for a public school at 1025 Sunny Lane with the conditions as recommended by the Planning Commission.

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

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

STAFF REPORT



Application A2014-27
Site Plan Review, Conditional Use Permit
Anoka-Hennepin ISD#11
1025 Sunny Lane

BACKGROUND

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 following table shows the adjacent land uses.

	Zoning	Use
North	R-1 Single Family Residential	Residential
South	R-1 Single Family Residential	Residential
East	R-1 Single Family Residential	Residential
West	R-1 Single Family Residential	Residential

Enclosed for your review:

- Site Location Map
- Project Summary
- Site Plan
- Architectural Drawings/Elevations

SITE PLAN ANALYSIS

Architecture

The proposed building is consistent in exterior materials as the existing building. The proposed materials include two colors of brick, composite metal panel above the two doors, and window glass. See the attached architectural drawings/elevations.

Zoning Requirements

The following are the setbacks outlined in the R-1 Single Family Residential district of the City Code.

	Required	Existing	Proposed
Front Yard Setback (Building)	35 feet	98 feet	202 feet
Side Yard Setback (Building)	35 feet	179 feet	118 feet
Rear Yard Setback (Building)	40 feet	100+ feet	100+ feet

Sources: Chapter 74, Article V, Division 3, Section 74-265 of Anoka City Code

The following table shows the lot size and the percentage of impervious surface. The maximum impervious surface allowed on the lot is 35%.

	Lot Area	Percentage of Lot Coverage
Parcel	13.58 acres	28% (163,550 SF)

The maximum building height allowed is 35 feet. The building addition is 16 feet. The existing gym is 22 feet.

Access/Circulation

There are no changes for access proposed for the building addition. The bituminous area to the north of the addition is a replacement of the existing hard surface play area being displaced by the addition.

Parking

There is no additional parking proposed for the building addition. This addition will potentially add seven new staff members which will have is minimal effect on parking.

Grading, Drainage and Utility Plans

The plans have been reviewed by the Engineering Department and they have no comments.

An infiltration basin will be constructed to the west of the building and is designed for a 2-year storm event (90% of the storm events are 2-year storms). During a large rain event, there is over land discharge or an emergency overflow on the west side of the basin that will allow water to sheet flow to the street. Some of the storm water will continue to the wetland to the north as it currently does. There will be no increase in storm water to the wetland.

The site is adequately served with sewer and water utilities.

Landscaping/Screening/Lighting

The exterior elevations included in the packet show the exterior lighting locations. There are nine light fixtures shown on the exterior elevation drawing.

Thirteen trees are proposed to be removed as part of the project. A total of six trees have a diameter of eight inches or greater and therefore according to City Code have to be replaced. The remaining trees being removed are inside planters that are less than six inches in diameter. A total of seven trees will be planted as part of the project—three Bur Oak, three Ironwood, and one Black Hills Spruce. Sod will be placed where ground is disturbed during construction.

Signs

No new signs are being proposed as part of the application.

CONDITIONAL USE PERMIT ANALYSIS

Anoka City Code requires a conditional use permit 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.

Anoka City Code Chapter 74, Article IV, Division 2, Section 74-114 requires the Planning Commission to consider to what extent the applicant's plan minimizes possible adverse effects of the proposed conditional use, what modifications to the plan and what conditions of approval could further minimize the adverse effects of the proposed use.

The following development standards are general requirements for all conditional use permits:

1. The land area and setback requirements of the property containing such a use or activity meet the minimum standards established for the district.

Finding: The existing and proposed building addition are consistent with the zoning regulations in the R-1 Single Family Residential zoning district for land area, building height, impervious surface, building coverage and setbacks.

The R-1 District standards require nonresidential uses to have 35-foot front yard setbacks (parking and building). The parking lot on the east side of the property has an existing 15 foot setback from the property line along Sunny Lane and the existing parking lot on the west side of the property has an existing setback of 33 feet. The City acknowledges the setback as legal nonconforming.

2. When abutting a residential use, the property shall be screened and landscaped.

Finding: The site abuts residential uses on all sides. The school has been located on the property since 1964. There are existing mature trees. As part of the project, thirteen trees are proposed to be removed. A total of six trees are eight inches in diameter or greater and therefore according City Code need to be replaced. A total of seven trees will be planted as part of the project in the general vicinity where the trees are being removed.

3. Where applicable, all city, county, state and federal laws, regulations and ordinances shall be complied with and all necessary permits secured.

Finding: All necessary permits required to proceed with the project will be part of the conditions of approval.

4. Signs shall not adversely impact adjoining or surrounding residential uses.

Finding: No additional signage is being proposed as part of the application. All existing signage has been properly issued a building sign permit and is within the guidelines to not adversely impact adjoining or surrounding residential uses. An existing sign is adjacent to Sunny Lane.

5. Adequate off-street parking and loading shall be provided. Such parking and loading shall be screened and landscaped from abutting residential uses.

Finding: There are 81 parking spaces located on the property. There are no additional parking spaces proposed as part of the building addition. Child loading and unloading will continue to function as it does today. The City Code not specifically outline the number of required parking spaces for schools. Other uses not specifically listed are determined on an individual basis by the City Council. The school is existing use and the

existing parking and loading arrangement appear to be adequate for the school at this time.

6. The road servicing the use or activity must be of sufficient design to accommodate the proposed use or activity, and such use or activity shall not generate such additional extra traffic as to create a nuisance or hazard to existing traffic or surrounding land use.

Finding: The site abuts Sunny Lane on the south and Colfax Avenue on the west. The use has existed on the property since 1964. Since the original school, the use of the property has changed over time, but the surrounding transportation network has been updated and modified to accommodate the traffic. The traffic does not create a nuisance or hazard to existing traffic or surrounding land use.

7. All access roads, driveways, parking areas, and outside storage, service, or sales areas shall be surfaced or grassed to control dust and erosion.

Finding: The parking areas, access roads, and driveways are paved. The plans do not include any outdoor storage or display.

8. All open and outdoor storage, sales and service areas shall be screened from view from public streets and from abutting residential uses or districts.

Finding: The plans do not include any outdoor storage or display. Open storage of products or merchandise or items used in the operation of the business is prohibited.

9. All lighting shall be designed to prevent any direct source of light being visible from adjacent residential areas or from the public streets.

Finding: The exterior elevations included in the packet show the exterior lighting locations. On the west elevation facing Colfax Avenue, there are four light fixtures, on the north elevation there are two light fixtures and on the south elevation there are three light fixtures. All light fixtures are located approximately 12 feet from ground level. All lighting must be directed away from adjacent properties, and designed so that the bulb is not visible from adjacent properties. The proposed building addition is not close to the property line so there will not be any issues with lighting affecting adjacent properties.

10. The use or activity shall be properly drained to control surface water runoff.

Finding: The City Engineering Department has reviewed the proposal and has no comments. All disturbed areas outside of the building pad which are not designated to be paved, shall be sodded. An infiltration area will be constructed to the west of the building and is designed for a 2-year storm event (90% of the storm events are 2-year storms). During a large rain event, there is over land discharge or an emergency overflow on the west side of the basin that will allow water to sheet flow to the street. Some of the storm

water will continue to the wetland to the north as it currently does. There will be no increase in storm water to the wetland.

11. The architectural appearance and functional plan of the building and site shall not be so dissimilar to the existing buildings or area as to cause impairment in property values or constitute a blighting influence.

Finding: The proposed building is consistent in exterior materials as the existing building. The proposed materials include two colors of brick, composite metal panel above the two doors, and window glass.

12. The proposed water, sewer and other utilities shall be capable of accommodating the proposed use.

Finding: The existing services are adequate for the proposed use.

13. Other. The Planning Commission must consider whether the use is of the same general character as the permitted uses in the district and found not to be obnoxious, unhealthful, or offensive by reason of the potential emission or transmission of noise, oxidation, smoke, dust, odors, toxic or noxious matters or glare or heat.”

Finding: The site plan and analysis of the proposal outline that the existing use and proposed building addition are consistent with the ordinance and of the same general character of other permitted uses in the district.

RECOMMENDATION

Staff recommends approval of the conditional use permit to allow for a school use at 1025 Sunny Lane with the following conditions:

- 1) Any lighting must be designed so the direct source of site lighting is not visible from adjacent residential properties and not reflect on residential property or public right-of-way.
- 2) The parking lot on the east side of the property has an existing 15 foot setback from the property line along Sunny Lane and the existing parking lot on the west side of the property has an existing setback of 33 feet. The City acknowledges these setbacks as legal nonconforming.
- 3) The Conditional Use Permit shall be subject to termination conditions outlined in Chapter 74, Article IV, Division 2, Section 74-117.

Staff recommends approval of the site plan for the proposed building addition at 1025 Sunny Lane with the following conditions:

- 1) The completed site must be consistent with the approved site plan and its conditions.
- 2) The applicant shall obtain all necessary county and state licenses for the use.

- 3) Any new signage must comply with the City Code.
- 4) A Land Disturbance Permit is required prior to the initiation of construction.
- 5) All necessary building permits shall be obtained.

COMMISSION ACTION

The Planning Commission can recommend approval of the application, denial of the application based on findings, or postpone the decision to allow for more information to be obtained.

Crystal Paumen, AICP
City Planner

Wilson Elementary – Additions and Alterations

City Submittal 12-1-14

Project Summary

Anoka-Hennepin ISD #11 has very closely monitored student populations to maintain adequate learning spaces but not over build. The district will be shifting a portion of incoming kindergarten students from Ramsey Elementary to maintain enrollment balance within at each school. The proposed additions at Wilson Elementary school will allow us to house new kindergarten students within the existing building. In addition, the enrollment at Wilson has been very stable, not declining as in other areas of the school district. The new addition will allow us to create better classroom space for our students (similar to the Franklin and Lincoln additions last summer 2014) and remove the old portable at the north of the building. This addition will potentially add 7 new staff members being added will have minimal effect on parking.

Lot Size: 591,337 sf = 13.58 acres

Building Square Footage:

Existing: 54,546 sf

Proposed Addition: 10,900 sf

Lot Coverage:

Existing Total Hard Surface: 155,464 sf = 3.57 acres

Proposed Total Hard Surface: 163,550 sf = 3.75 acres

Proposed (& Existing) Total Gravel Surface: 51,929 sf = 1.19 acres

Building Height:

Existing: 22' (gym)

Proposed Addition: 16'

Parking Spaces Provided:

SE Lot: 57

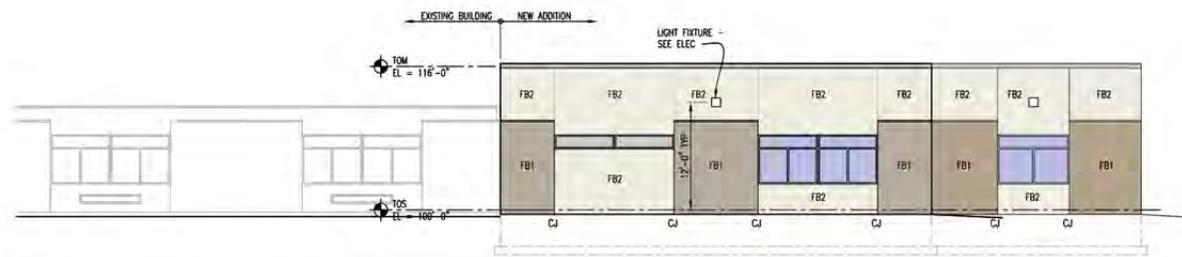
SW Lot: 24 (this includes 3 accessible parking stalls)

Dwelling Units : 0

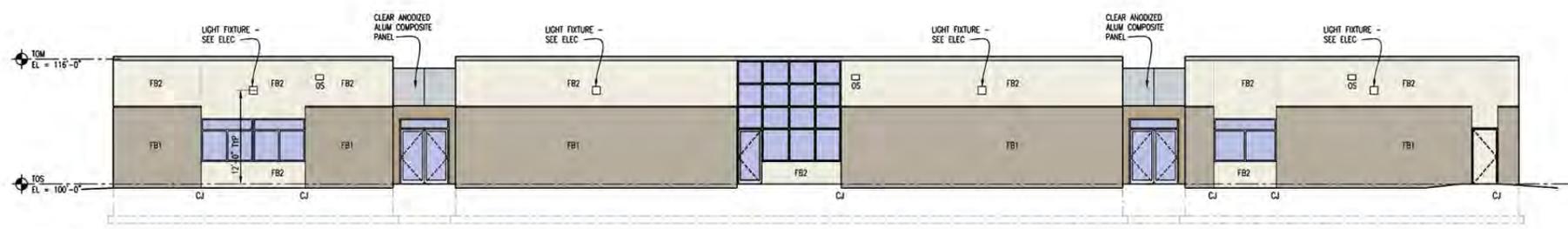
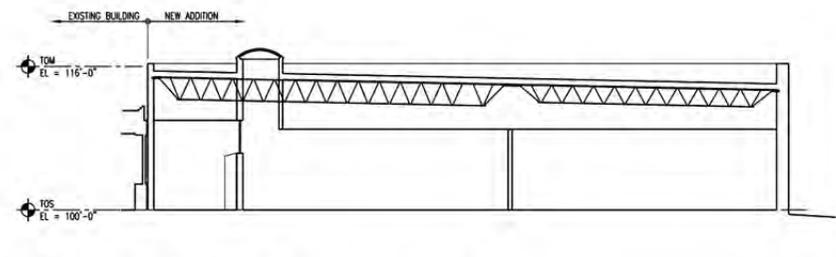
Total Parking Stalls:

SE Lot: 57

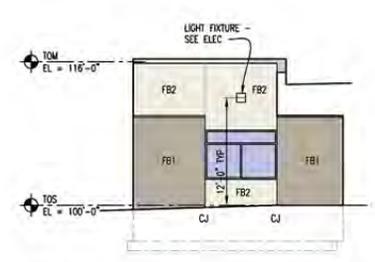
SW Lot: 24 (this includes 3 accessible parking stalls)



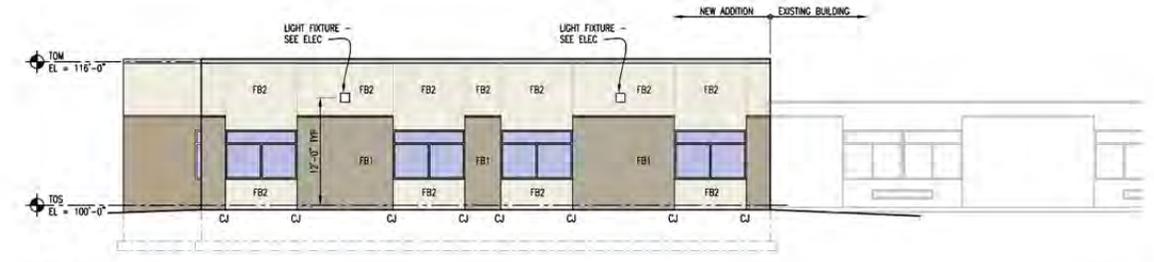
1 NORTH BUILDING ELEVATION
 A4.1 1/8" = 1'-0"



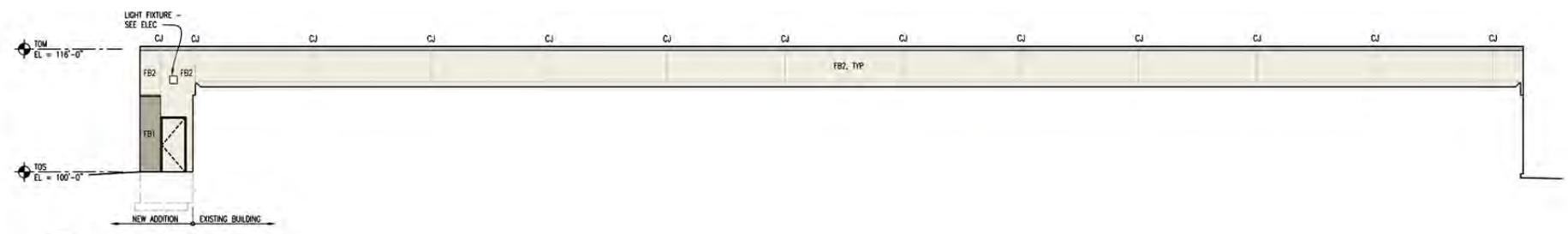
2 WEST BUILDING ELEVATION
 A4.1 1/8" = 1'-0"



3 SOUTH BUILDING ELEVATION
 A4.1 1/8" = 1'-0"



4 SOUTH BUILDING ELEVATION
 A4.1 1/8" = 1'-0"



5 EAST BUILDING ELEVATION
 A4.1 1/8" = 1'-0"

WILSON
 ELEMENTARY SCHOOL
 ANOKA HENNEPIN SCHOOL DISTRICT
 1025 SUNNY LANE
 ANOKA, MN 55303

KEYPLAN

DRAWN BY
 name

CHECKED BY
 name

ISSUED FOR
 CITY
 SUBMITTAL

ISSUE DATE
 NOV 26 2014

SHEET NAME
 EXTERIOR ELEVATIONS

ATS&R PROJECT NO.
 14253

SHEET NUMBER

**WILSON
ELEMENTARY SCHOOL**
ANOKA HENNEPIN SCHOOL DISTRICT
1025 SUNNY LANE
ANOKA, MN 55303

Addition Elevations Legend



Facebrick Color 1



Facebrick Color 2



Composite Metal Panel

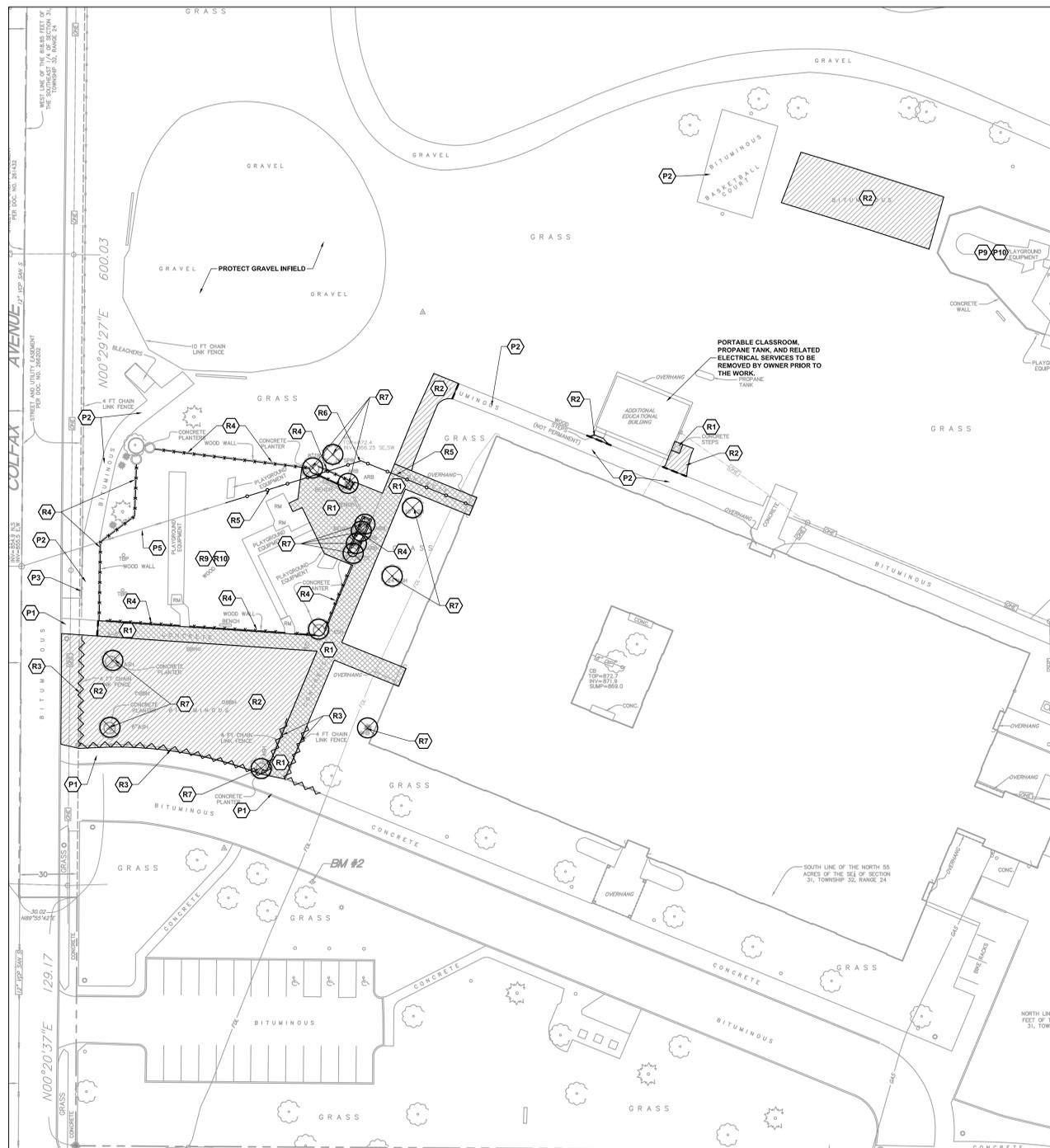


Glass



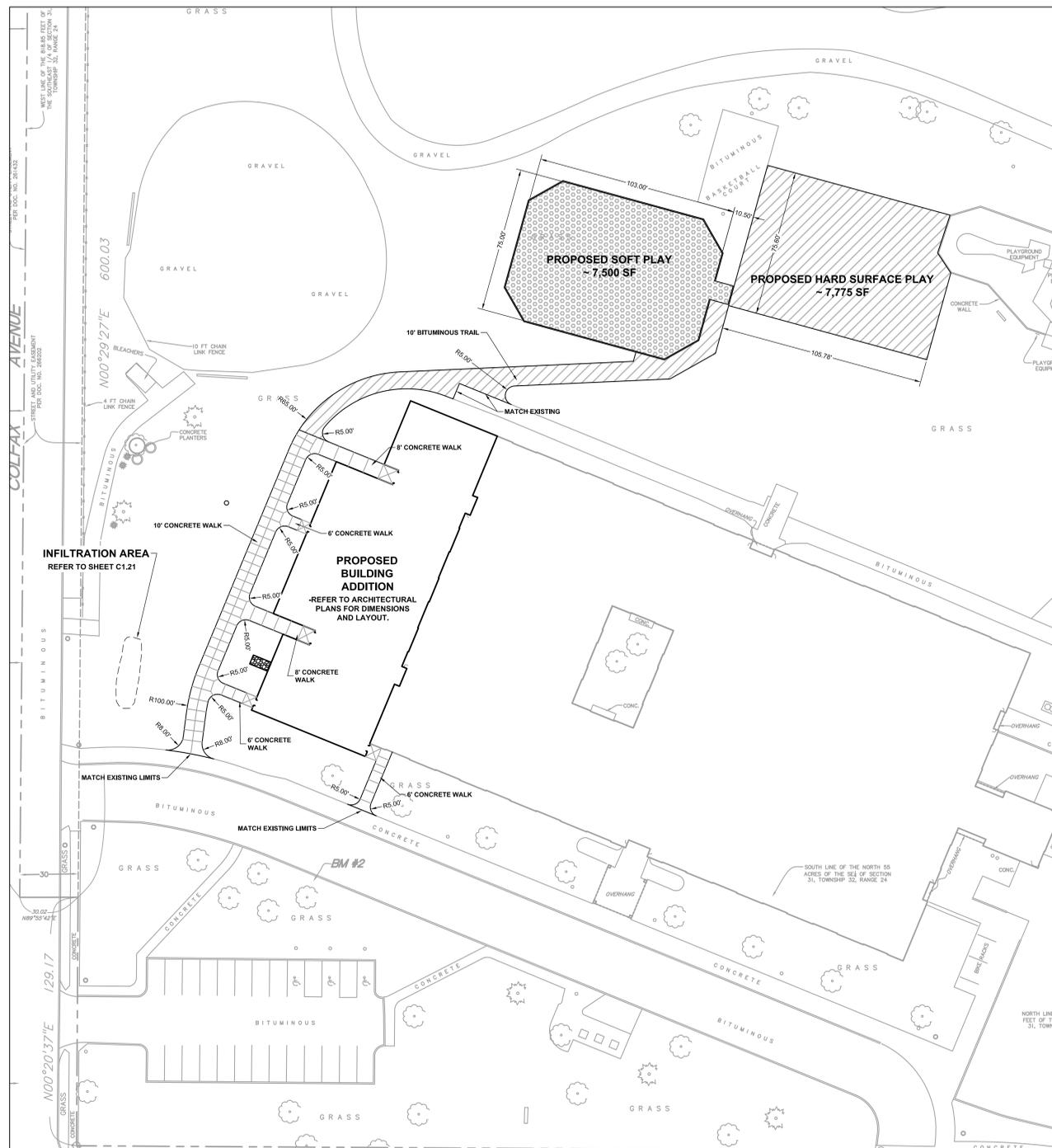
12/23/2014

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1 SITE REMOVALS PLAN
C1.11

- KEY NOTE LEGEND**
- R1 REMOVE CONCRETE WALK/STEPS
 - R2 REMOVE BITUMINOUS PAVEMENT
 - R3 REMOVE FENCING (INCLUDING FOOTINGS AND GATES)
 - R4 REMOVE WOOD WALL
 - R5 REMOVE SANITARY SEWER
 - R6 REMOVE SANITARY SEWER STRUCTURE
 - R7 REMOVE TREE
 - R8 REMOVE LANDSCAPING (MULCH, SHRUBS, ETC.)
 - R9 REMOVE PLAYGROUND STRUCTURE / EQUIPMENT
 - R10 REMOVE PLAYGROUND MATERIAL (MULCH, EDGING, ETC.)
 - SAWCUT
 - P1 PROTECT CONCRETE PAVEMENT
 - P2 PROTECT CONCRETE CURB AND GUTTER
 - P3 PROTECT BITUMINOUS PAVEMENT
 - P4 PROTECT FENCING (INCLUDING FOOTINGS AND GATES)
 - P5 PROTECT TRAFFIC CONTROL SIGN AND POST
 - P6 PROTECT SANITARY SEWER
 - P7 PROTECT TREE
 - P8 PROTECT LANDSCAPING (MULCH, SHRUBS, ETC.)
 - P9 PROTECT PLAYGROUND STRUCTURE / EQUIPMENT
 - P10 PROTECT PLAYGROUND MATERIAL (MULCH, EDGING, ETC.)



2 SITE LAYOUT PLAN
C1.11

LEGEND

- CONCRETE PAVEMENT REMOVALS
- BITUMINOUS PAVEMENT REMOVALS
- FENCING REMOVALS (INCLUDING FOOTINGS)
- WOOD WALL REMOVALS
- UTILITY REMOVALS
- TREE/SHRUB REMOVALS (INCLUDING STUMPS)
- SAWCUT
- REMOVALS KEY NOTE
- REFERENCE KEY TO SITE DETAILS
DETAIL L.D. NUMBER (TOP)
DETAIL SHEET NUMBER (BOTTOM)
- PROPOSED CONCRETE WALK
- PROPOSED LIGHT DUTY BITUMINOUS PAVEMENT
- PROPOSED SOFT PLAY AREA
- PROPOSED MANHOLE (MH)
- PROPOSED BUILDING STOOP - REFER TO ARCHITECTURAL PLANS
- PROPERTY LINE

NOTES:

1. REFER TO SHEET C1.21, GRADING AND DRAINAGE PLAN, FOR GENERAL NOTES.
2. MINIMIZE DISTURBANCE TO SITE AND PROTECT EXISTING VEGETATION AND SITE FEATURES (CURBS, WALKS, PAVEMENTS, OVERHEAD AND UNDERGROUND UTILITIES, SIGNAGE, FENCING, ROADWAYS, ETC.) WHICH ARE TO REMAIN.
3. REPAIR OR REPLACE EXISTING PROPERTY AND SITE FEATURES, INCLUDING GRASS AND VEGETATION, WHICH IS TO REMAIN THAT IS DAMAGED BY THE WORK, TO OWNER'S SATISFACTION AND AT NO ADDITIONAL COST TO THE OWNER.
4. VISIT THE SITE PRIOR TO BIDDING; BE FAMILIAR WITH ACTUAL CONDITIONS IN THE FIELD. EXTRA COMPENSATION WILL NOT BE ALLOWED FOR CONDITIONS WHICH COULD HAVE BEEN DETERMINED OR ANTICIPATED BY EXAMINATION OF THE SITE, THE CONTRACT DRAWINGS AND THE INFORMATION AVAILABLE PERTAINING TO EXISTING SOILS, UTILITIES AND OTHER SITE CHARACTERISTICS.
5. THE CONTRACTOR SHALL HIRE THE SERVICES OF A UTILITY LOCATOR COMPANY TO LOCATE ALL PRIVATELY OWNED UTILITIES THAT MAY BE DISTURBED BY CONSTRUCTION OPERATIONS.
6. ALL APPLICABLE DIMENSIONS ARE TO EDGE OF PAVEMENT OR PROPERTY LINE UNLESS OTHERWISE NOTED.
7. CHECK ALL PLAN AND DETAIL DIMENSIONS AND VERIFY SAME BEFORE FIELD LAYOUT.
8. ALL DISTURBED AREAS OUTSIDE THE BUILDING PAD WHICH ARE NOT DESIGNATED TO BE PAVED SHALL RECEIVE AT LEAST 6" OF TOPSOIL AND SHALL BE SODDED.
9. WHERE NEW SOD MEETS EXISTING TURF, EXISTING TURF EDGE SHALL BE CUT TO ALLOW FOR A CONSISTENT, UNIFORM STRAIGHT EDGE. JAGGED OR UNEVEN EDGES WILL NOT BE ACCEPTABLE. REMOVE TOPSOIL AT JOINT BETWEEN EXISTING AND NEW AS REQUIRED TO ALLOW NEW SOD SURFACE TO BE FLUSH WITH EXISTING.
10. FAILURE OF TURF DEVELOPMENT: IN THE EVENT THE CONTRACTOR FAILS TO PROVIDE AN ACCEPTABLE TURF, THE CONTRACTOR SHALL RE-SOD ALL APPLICABLE AREAS, AT NO ADDITIONAL COST TO THE OWNER, TO THE SATISFACTION OF THE ENGINEER.
11. TREE PROTECTION: INSTALL 4" HIGH ORANGE SNOW FENCE AT DRIP LINE OF TREES TO BE PROTECTED. LEAVE IN PLACE FOR THE DURATION OF WORK.



COUNCIL MEMO FORM

7.3.A

Meeting Date	January 20, 2015
Agenda Section	Heritage Preservation Commission
Item Description	2014 Heritage Preservation Award to Hans Bakery
Submitted By	Crystal Paumen, City Planner

BACKGROUND INFORMATION:

Heritage Preservation Commission Chair Bart Ward will present a certificate to Hans Bakery as the recipient of the 2014 Heritage Preservation Award. The business owner will have photos of the restoration project.

FINANCIAL IMPACT:

COUNCIL REQUESTED ACTION:

COUNCIL MEMO FORM

7.3.B

Meeting Date	January 20, 2015
Agenda Section	Heritage Preservation Commission
Item Description	2014 Annual Report
Submitted By	Crystal Paumen, City Planner

BACKGROUND INFORMATION:

Chair Bart Ward will present the 2014 Heritage Preservation Commission Annual Report.

FINANCIAL IMPACT:

COUNCIL REQUESTED ACTION:

Receive the report



Annual Report 2014

The Heritage Preservation Commission continues to be involved in the City as a key arm in preserving the City's heritage and documenting history. The HPC met monthly with one meeting (November 12) that was cablecast in the Council Chambers.

Highlights for 2014

Some key highlights for 2014 are:



Home and Garden Tour —10 homes and garden were featured. 2014 marked another great year with over 400 tickets sold and the HPC raising \$3,000 to be used on HPC projects. Planning has begun for the 2015 Home and Garden Tour in the Dunham Oaks neighborhood.



Sandwich Board Signs—six historic houses were recognized in Anoka.

- ❖ 334 Monroe Street (1857)
- ❖ 531 Washington Street (1934)
- ❖ 759 Cross Street (1890)
- ❖ 1515 4th Avenue (1947, pictured left)
- ❖ 1801 2nd Avenue (1892)
- ❖ 1852 5th Avenue (1917)



John Ward

Historic Park Plaques—the HPC collaborated with the Park Board to create three plaques for parks named after local individuals key to the history of Anoka—Rudy Johnson Park, George Green Park, and John Ward Park. Three more will be completed in 2015.



National Register Interpretive Plaques—City awarded a \$10,000 grant from Minnesota Historical Society to fund nine National Register Interpretive Historic Markers.



Supported preservation projects in the City of Anoka—Restoration and reuse of the Woodbury House, house at 210 Monroe Street, and historic sign and bench installation in honor of Carl and Leola Bonnell.

Carl and Leola Bonnell Memorial—Community members, city officials and members of the Bonnell family gathered along the Rum River in June 2014 to officially dedicate a piece of land donated to the city of Anoka.



Photo courtesy of the Bonnell family and Anoka County Union



Woodbury House reuse—the City leases the Woodbury House to Mad Hatter Tea Room and this historic, magnificent building is preserved to its grandiose luster. Grand opening celebrated in May 2014.

As you view the list of accomplishments, this year in particular there was private investment on several occasions initiated to support historic preservation and history education in the City. The Heritage Preservation Commission will continue to educate, promote, and support historic preservation in Anoka.

What's Coming In 2015

2015 HPC Goals

1. Complete storyboards for Franklin and Washington School and collaborate with the Park Board to create historic park plaques in Bob Ehlen Park, Bonnell Fields, and Gray Ghost Park. Complete interpretive historic markers for properties on the National Register of Historic Places.
2. Work on continuation of Historic Vignettes, heritage preservation awards, sandwich boards, and Home & Garden Tour.
3. Explore opportunities to increase tourism with historic landmarks ie. create a walking tour brochure, develop QR codes.
4. Engage interested property owners who want to be part of the expansion of two locally designated historic districts in Anoka—Van Buren (Swede Town) and Christian Hill Historic District.
5. Pursue research for preservation projects—Weirs and Stone House



COUNCIL MEMO FORM

7.4.A

Meeting Date	January 20, 2015
Agenda Section	Updates and Reports
Item Description	Economic Development Commission Annual Report
Submitted By	Erik Thorvig, Economic Development Manager

BACKGROUND INFORMATION:

Economic Development Commission Chair, Andy Peterson will be at the meeting to provide an annual report.

FINANCIAL IMPACT:

None.

COUNCIL REQUESTED ACTION:

Receive the report.

**ECONOMIC DEVELOPMENT COMMISSION
ANNUAL REPORT-2014
By: Erik Thorvig, Economic Development Manager**

Introduction

The 2014 goals focused upon the Historic Rum River District; property acquisition in the Anoka Station Area, Greens of Anoka TIF area, South Ferry Street; modification of the Greens of Anoka TIF District and business/developer calls.

During 2014 the Economic Development Commission held 12 regular meetings. Several subcommittee meetings were held for Celebrate Anoka Day, monument signage, Anoka Winterfest and riverboat committee. Several presentations were made to the City Council during the year including a yearly report and presentation of the Gary Stout Scholarship.

There is about 5.2 million square feet of industrial space in the City. The vacancy rate for all industrial space fell slightly from about 2.2% to 1.6% while the Anoka Enterprise Park vacancy was 2.5%, down from 3.58% in 2014. The major vacancies that were filled were the former E Street Makers building at 731 Lund Blvd (22,725 sf.) and former Juno Inc. building at 1040 Lund Blvd (49,786 sf.). The largest current vacancy in the AEP is the building at 1100 McKinley Street where a little over 37,000 square feet of space is for lease. There are no vacant stand alone buildings in the Anoka Enterprise Park.

The overall vacancy rate in the historic core area of the Central Business District increased from 12.0% in 2013 to 13.5% in 2014. Much of that is due to the high second floor vacancy. The vacancy rate for main floor space increased from 1.7% to 3.2% during this same period.

The vacancy rate for other adjacent retail properties dropped from 4.5% to 3.9% and the rate for adjacent office space was 3.1%, slightly lower than 2013. Vacancy of government buildings remained very low at 0.4%. The overall vacancy rate for the larger Central Business District decreased from 5.4% in 2013 to 5.0% in 2014. Second floor areas in the Historic Core decreased from over 40% to 39.4%. As noted the last several years, this un-renovated space has been vacant since the 1960's. However, renovations in 2011 at the northeast corners of Jackson Street and Main Street have shown that this space can be used for offices. Other owners have shown interest in renovating the upper levels when market conditions allow for it.

The demand for housing changed for the positive in 2014. Rum River Shores, a 44-unit single family subdivision was approved with 29 homes either completed or under construction prior to year end. The subdivision is the city's largest since the Mineral Pond residential developments in the early 1990s. The prices for the homes in this development are also unique for Anoka. The values range from \$400,000 to \$800,000+. The developer is optimistic about starting Rum River Shores North in the spring of 2015. This would add an additional 67 lots with home values in the range of \$350,000-\$500,000. The number of foreclosed homes continues to decline after high numbers between 2008 and 2011. The City was able to secure a developer for a senior cooperative in the Historic Rum River District. Hearth Development is hoping to construct a 59-unit senior cooperative called Gladstone in the spring of 2015. This will be the first major development in the

Historic Rum River District since completion of the first condominium building by Rottlund in 2009. The Volunteers of America also broke ground on Phase II of their Homestead at Anoka project near 4th Avenue and Grant Street. This \$20+ million project will consist of 24 memory care beds and 65 independent apartment units. The developer can add an additional 53 apartment units as part of this phase. The developer also has an option on an additional 2.5 acres for a future phase. Walker Methodist still has interest in an assisted living project at 2nd Avenue and Monroe Street in 2015. The City is also marketing a site near the Anoka Station for a market rate apartment. In general the only interest this site has garnered is for a tax-credit affordable apartment project. The City will continue to be patient.

The following is a table showing private investment in 2014:

<u>Development Projects/Remodels</u>	<u>Value</u>
Commercial Additions	\$11,166,400
<u>Highlights</u>	
Main Motors	
Poly-Cam	
Franklin School	
Lincoln School	
Federal	
Commercial Alterations	\$4,080,763
<u>Highlights</u>	
RMS Surgical	
Pentair	
Commercial New Construction	\$981,001
Multi-Family Alteration	\$662,735
Multi-Family New	\$1,276,329
Residential Addition/Remodel	\$906,319
Residential New Construction	\$9,129,660
<u>Rum River Shores</u>	
Houses built in 2014	\$8,371,210
<u>All Other New Home Construction</u>	\$758,450
Total	\$28,203,207

Real Estate Transactions in 2014

- Sale of 3.93 acres to Volunteers of America for the Homestead at Anoka.
- Signed purchase agreement for the sale of approximately 30 acres to Landmark of Anoka for Rum River Shores North.
- Signed purchase agreement for the sale of Site 4 in the Historic Rum River District to Hearth Development.
- Purchase of 2600, 2606 and 2632 Ferry Street.
- Purchase and sale of 1050 Jefferson Street for conversion to a single family house.

- Purchase and demolition of 1040 Madison Street from the Volunteers of America.
- Purchase of 6050/58 Highway 10.

Development/Expansion Projects Approved in 2014

- Rum River Shores 67 Unit Single Family Subdivision – County Road 116 and 7th
- Homestead at Anoka Phase II
- 500 Bunker Lake Blvd Mini Storage
- It's About Sleep – 633 East Main Street
- Main Motors – 435 West Main Street
- 8-unit Apartment – 1046 Lincoln Street
- 8-unit Apartment – 1028 Lincoln Street

Staff/EDC Accomplishments for 2014:

1. Secured a developer for a senior cooperative on Site 4 in the HRRD.
2. Sold land to Homestead at Anoka for Phase II of the Volunteers of America project.
3. Acquired old Volunteers of America facility and prepared the site for redevelopment.
4. Acquired old Volunteers of America office/house and sold it to a remodeler who improved and sold the house for single family use.
5. Approved a purchase and development agreement for Rum River Shores North.
6. Acquired land from the State of Minnesota for relocation of the Public Services facility to make land available for development.
7. Updated and distributed Development Opportunities information to developers.
8. Participated in the HRRD vision committee.
9. Developed a City monument sign plan.
10. Modification of the Greens of Anoka TIF District.
11. Completed 21 business calls.
12. Held 31st Annual Celebrate Anoka Day.
13. Held 3rd Annual Anoka Development Day.
14. Carried out a multifaceted promotion of Northstar Commuter Rail services.

Major Projects in Planning

1. Historic Rum River District
2. Highway 10
3. Anoka Station Area
4. Greens of Anoka

Other events, activities or factors in 2014:

- Planned/participated in special events:
 - Held Anoka Enterprise Park Annual Meeting with 37 in attendance. (March 19)
- Promoted Northstar at other events:
 - Provided information at Anoka Enterprise Park Annual Meeting (March 19)
 - Provided information at North Suburban Home Show (March 22)
 - Provided information at Riverfest

- Staffed Anoka County Fair Northstar Booth
- Promoted Northstar via CityView, Community Guide, website and lobby display.
- Worked with other marketing agencies:
 - Coordinated marketing efforts among Chamber, Discover Anoka, ABLA and City.
 - Provided Twin Cities Gateway with information for website.

Business calls completed during 2014 included:

During 2014 the Business Call Team visited 21 companies including manufacturers (6), public/institutional (2), retailers (9), services businesses (1) and restaurants (3). In most cases, specific issues of current interest were discussed and follow-up done where needed.

Marketing events/meetings during 2014 included:

- Staff maintains regular liaison relationships with the following groups via monthly or quarterly meetings.
 - Anoka Business & Landowners Association Board Meetings
 - Anoka Area Chamber of Commerce Board Meetings
 - Anoka Technical College General Advisory Committee
 - Anoka County Economic Development Directors
 - ReDiscover Anoka Marketing Committee
- Presentations were made to the following groups:
 - Chairpersons (October 1)
 - Metro Council SAC Conference (December 2)
- Various Economic Development Meetings:
 - Anoka Area Chamber of Commerce Manufacturers Luncheons
 - Anoka County Economic Development/Greater MSP
 - Ehlers Public Finance Conference
- Staff met several times regarding projects/people including the following:
 - Volunteers of America
 - Walk Methodist
 - Greenhaven Parkway Road
 - Highway 10
 - Rum River Shores
 - Julie Lux and James McCaffrey, Cassidy Turley, Broker
 - Jon Fahning, Shingobee Real Estate, Broker/Developer
 - Anoka Hennepin School District
 - Anoka County
 - Grassroots Cooperative
 - Heidi Brownlee, Anoka Shopping Center
 - Anoka Enterprise Park Annual Meeting
 - Duffy Development, Residential Developer
 - Premier Commercial Properties Residential Brokers

- AREA Real Estate Brokers
- Various Sites Searches
- 3rd Annual Celebrate Anoka Day (Formally Anoka Business Appreciation Day)
 - Golf Tournament with over 170 golfers
 - Title Sponsors: Federal Premium Ammunition
 - Stout Scholarship funds of \$1200 presented to City Council on October 20.
- 3rd Annual City of Anoka Development Day
 - Bus Tour of various current and future development sites
 - Luncheon at Green Haven after bus tour
 - 46 attendees from developers, brokers, staff, banks.
- Staff/EDC representations on these City committees
 - EDC chair to Chairpersons Communication Board
 - Andy Peterson and staff to HRRD Visioning Committee
 - Staff to Department Head Staff Meeting
 - Staff to Development Team Meeting
 - Staff to Technology Committee

COUNCIL MEMO FORM

9.2

Meeting Date	January 20, 2015
Agenda Section	Ordinances and Resolutions
Item Description	ORD/Approval of Purchase Agreement; Hearth Development (1 st 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 first 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.

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

9.3

Meeting Date	January 20, 2015
Agenda Section	Ordinances and Resolutions
Item Description	RES/ Development Agreement; Hearth Development
Submitted By	Erik Thorvig, Economic Development Manager

BACKGROUND INFORMATION:

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.

FINANCIAL IMPACT:

There are various financial responsibilities that are outlined in the agreement. The developer is responsible for all costs associated with the project, in particular \$150,037 in park dedication fees. A SAC determination has not yet been made however the developer will also be responsible for these costs.

COUNCIL REQUESTED ACTION:

Review the document, provide staff any direction for changes, and adopt the resolution approving the development agreement with Hearth Development.



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
HEARTH DEVELOPMENT, LLC**

WHEREAS, the City of Anoka is the owner of real property in the City of Anoka legally described in the attached Development Agreement (Exhibit A);

WHEREAS, the City is interested in the development of this property by Hearth Development; and

WHEREAS, the City of Anoka and Hearth Development, LLC have entered into a purchase agreement for a portion of said property; and

WHEREAS, Hearth Development, LLC desires to develop a 59 unit senior cooperative; 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 as Exhibit A.

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 20th day of January 2015.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

DEVELOPMENT AGREEMENT

THIS AGREEMENT made on _____, 2015, by and between the City of Anoka ("The City"), a municipal corporation, whose primary address is 2015 First Avenue North, Anoka, 55303 Minnesota, and Hearth Development, LLC ("The Company"), a limited liability corporation, whose primary address is 6750 Stillwater Blvd, Stillwater, Minnesota 55082.

WITNESSETH:

WHEREAS, the City is the owner of certain real property described on Exhibit A attached hereto ("City Parcel") and is prepared to convey said property to the Company in order to bring about redevelopment in accordance with this Agreement; and

WHEREAS, the City believes that the construction of a residential building and related site preparation and utility installation, within the Development Property by the Company pursuant to this Agreement and fulfillment generally of this Agreement is in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Plan has been undertaken and is being assisted.

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.

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

"Certificate of Completion" means the certification provided to the Company or its successors or assigns pursuant to Section 4.4 of this Agreement upon satisfactory completion of the Minimum Improvements.

"City" means the City of Anoka, Minnesota.

"City Parcel" means the real property in Anoka County, Minnesota as set forth and identified as Exhibit A attached hereto.

"Company" means Hearth Development LLC, a Minnesota limited liability company, or its successors or assigns under this Agreement.

"Condemnation Award" means the amount remaining from an award to the Company for the acquisition of title to and possession of the Improved Parcel, or any material part thereof, after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such award.

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

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

"Development Property" means the real property in Anoka County, Minnesota, identified in Exhibit A.

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

"First Mortgage" means a Mortgage, Security Agreement, and Fixture Financing Statement securing a loan to be obtained by the Company.

"Holder" means the owner of a Mortgage.

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

"Minimum Improvements" means the construction of a 59-unit senior cooperative residential building undertaken by the Company upon the Development Property, and other related site preparation, landscaping, design elements, utility installation and site improvements on property within the Development Property, all being consistent with the Construction Plans.

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

"Party" means either the Company or the City.

"Parties" means the Company and the City.

"Performance Guarantee" means 1.25 times the estimated costs of grading, parking lot improvements, landscaping and other exterior improvements.

"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 Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (including the City) which directly result in delays, or any other similar causes.

ARTICLE II

Representations and Warranties

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

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

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

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

(d) Second Avenue abuts the west line of the Development Property and Harrison Street abuts the north line of the Development Property and includes water and sanitary sewer lines to serve the Development Property.

(e) Two easements exist that relate to a shared driveway between the Development Property and Lot 1, Block 2, NCBD 2nd Addition. These easements are

identified as Documents 2026022.005 and 2026022.004 and are on file at the Anoka County Property Records and Taxation offices.

(e) The Company will not be required to construct a storm and drainage water retention pond on the Development Property in connection with construction of the Minimum Improvements. This provision does not relieve the Company of its responsibility to restrict the rates of water runoff from the Development Property, if necessary, to comply with general development standards in the City of Anoka.

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

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

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

(b) If the City Parcel is conveyed to the Company, it will construct, operate and maintain the Minimum Improvements upon the Development Property in accordance with the terms of this Agreement, the Plan 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) The Development Costs for the Minimum Improvements shall be at least \$ _____ for the hard costs. Development Costs shall be evidenced by "as-built" plans and specifications, as required by and approved by the City Building Inspector, and a sworn construction statement from the contractor constructing the Minimum Improvements that contains all information reasonably required by the City to confirm the actual Development Costs. "Soft" costs shall not exceed normal industry standards. This provision does not constitute an "Assessment Agreement" under Minnesota Statutes Section 469.177, Subd. 8, and is not intended to establish a minimum or maximum market value of the Improved Parcel.

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

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

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

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

ARTICLE III

Undertakings of the City

Section 3.1. Conveyance of the City Parcel. The City will convey the City Parcel to the Company pursuant to the Purchase Agreement set forth on Exhibit D attached hereto.

ARTICLE IV

Undertakings of the Company

Section 4.1. Construction of Minimum Improvements. The Company will construct the Minimum Improvements on the Development Property in accordance with the approved Construction Plans. The Site Plans, the Engineering Plans, and Landscape Plans have been approved by the City Council. Review by the City Building Official is still required prior to the issuance of a building permit.

Section 4.2. Construction Plans.

(a) Approval of the Construction Plans by the City shall not relieve the Company of any obligation to comply with the terms and provisions of this Agreement, the provisions of the Development Program, 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.

(b) If the Company desires to make any material change in the Construction Plans after their approval by the City, the Company shall submit the proposed change, in writing, to the City for its approval. If the Construction Plans, as modified by the

proposed change, conform to the requirements of this Section 4.2 with respect to such previously approved Construction Plans, the City shall approve the proposed change. Such change in the Construction Plans shall be deemed approved by the City unless rejected in writing within ten (10) days after receipt from the Company by the City with a statement of the City's reasons for such rejection.

Section 4.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Company shall commence construction of the Minimum Improvements by December 31, 2015. Subject to Unavoidable Delays, the Company shall have substantially completed the construction of the Minimum Improvements by [REDACTED], following the actual commencement of construction, 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 Company shall have notified the City in writing of such occurrence.

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

Section 4.4. Development Fees. The Company agrees to pay normal development fees including but not limited to sewer and water charges, and park dedication fees. Park dedication fees shall be in the amount of \$150,037 and shall be paid prior to the issuance of a building permit. This amount is based on construction of 59 units. Should the number of units change, the developer shall be responsible for the park dedication fee amount of \$2,543 per/unit.

Section 4.5. Certificate of Completion.

(a) Promptly after completion of the Minimum Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Company to construct the Minimum Improvements (including the dates for beginning and completion thereof), the City will furnish the Company 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 Company and its successors and assigns, to construct the Minimum Improvements and the dates for the beginning and completion thereof. Upon issuance of a certificate of completion, the Company shall be released from all obligations under this Agreement, with the exception of the release provisions of Section 5.3 (but the indemnification shall be released) and any warranty or ongoing maintenance requirements.

(b) The certificate provided for in this Section 4.5 shall be in recordable form. If the City shall refuse or fail to provide any certification in accordance with the provisions of

this Section 4.5, the City shall, within thirty (30) days after written request by the Company, provide the Company with a written statement, indicating in detail in what respects the Company has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for the Company to take or perform in order to obtain such certification.

ARTICLE V

Assignment and Transfer; Indemnification; Escrow Agreement

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

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

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

Notwithstanding the anything to the contrary in this Agreement, in the event that the Minimum Improvements have been completed and the City has issued a certificate of completion, all as required under this Agreement, then no assumption of any obligations shall be required by a transferee of the Development Property, and such transferee shall have no obligations under this Agreement, with the exception of the release provisions of Section 5.3 (but the indemnification shall be released) and any warranty or ongoing maintenance requirements.

(b) Within 15 days after request by Company, the City shall acknowledge certain facts in connection with the Agreement and the status of construction of the Minimum Improvements. The City shall provide this acknowledgement to Company and any potential buyer of the Development Property. The acknowledgement shall reference the following: (i) that the buyer may rely on the representations and agreements made by the City in the acknowledgement; (ii) the status of the completion of the Minimum Improvements; (iii) the amount of any financial guarantee remaining and that any remaining amounts after completion of those items secured by the financial guarantee will be returned to Company and not the buyer; (iv) that the Company and not the buyer remain responsible for obligations under the Agreement, and that buyer and any subsequent owners of the property are hereby released from all obligations under the Agreement; (v) whether or not there exists any defaults, events of default, or conditions which with the passage of time or giving of notice would constitute a default under the Agreement; and (vi) if applicable, that the Agreement is completed and hereby terminated and of no further force and effect.

Section 5.3. Release and Indemnification Covenants.

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

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

(c) The 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 Company, or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements due to any act of negligence of any person, excluding the negligent acts or misconduct of the City, its agents or employees.

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

(e) This release and indemnification by the Company in favor of the City shall not apply to actions within and about the Easement and the improvements therein.

Section 5.4 Performance Guarantee/Right to Repurchase.

(a) The Company shall provide a Performance Guarantee in the amount of 1.25 times the estimated cost of grading, parking lot improvements, landscaping and other exterior improvements. Said Performance Guarantee may be in the form of cash or letter of credit, subject to reasonable approval by the City. If said improvements are not completed by [REDACTED], the City may enter upon the Development Property and complete said improvements; and in that event, the City may pay from the Performance Guarantee the costs of the improvements performed by or on behalf of the City.

Upon completion of the improvements for which a Performance Guarantee is being provided (i.e. grading, parking lot improvements, landscaping and other exterior improvements), and after payment of costs of said improvements performed by or on behalf of the City, if any, the balance of any Performance Guarantee shall be released to the Company. Completion of these improvements shall be the date of issuance of written confirmation by the City that said improvements are complete. The City shall release the Performance Guarantee within 30 days after completion. The release of the Performance Guarantee shall not require completion of all of the Minimum Improvements or a certificate of completion or occupancy be issued.

(b) Subject to Unavoidable Delays, if the Company fails to commence construction of the Minimum Improvements by December 31, 2015, the City, in its discretion and upon written notification to the Company within 30 days after said date, may elect to purchase the Development Property from the Company and release to the Company the funds held in the Performance Guarantee. The purchase price shall be two-hundred fifty-five thousand, eight hundred and zero dollars (\$255,800.00), payable at the time of the repurchase. The right-of-purchase may be enforced by any appropriate means, including an action for specific performance.

(c) Within 10 days after request from the Company, the City shall either provide (i) a written statement that the construction of the Minimum Improvements has been commenced and that the right of the City to purchase the Development Property under this Agreement is terminated and of no further force and effect; or (ii) a statement

that the construction of the Minimum Improvements has not been commenced along with specific reasons why the City deems that the construction has not commenced. This certification shall be deemed conclusive evidence that the construction of the Minimum Improvements has been commenced.

Section 5.5. Financing Contingency. If prior to August 30, 2015 the Company is unable to secure financing acceptable to the Company for the construction of the Minimum Improvements, the Company may, in its discretion and upon written notification to the City within 30 days of August 30, 2015 terminate this Agreement. The Company shall use its best efforts to obtain such financing.

ARTICLE VI

Events of Default

Section 6.1. Events of Default Defined. The following shall be "Events of Default" under the Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement, any one or more of the following events:

(a) Failure by the Company to commence and complete construction of the Minimum Improvements pursuant to the terms, conditions, and limitations of Article IV of this Agreement.

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

Section 6.2. Remedies on Default. Whenever any Event of Default referred to in Section 6.1 of this Agreement occurs, the City, as specified below, may take any one or more of the following actions after provision of ninety (90) days' written notice to the Company by the City of the Event of Default, but only if the Event of Default has not been cured within said ninety (90) days or, if the Event of Default cannot be cured within ninety (90) days, the Company does not provide assurances to the City reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

(a) The city may suspend its performance under the Agreement until it receives assurances from the Company, deemed adequate by the City, that the Company will cure its default and continue its performance under the Agreement.

(b) The City may withhold the Certificate of Completion.

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

Section 6.3. 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 any power may be exercised from time to time and as often as may be deemed expedient.

Section 6.4. No Additional Waiver Implied by One Waiver. In the event any agreement should be breached by any Party and thereafter waived by any other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE VII

Additional Provisions

Section 7.1. Restrictions on Use. The Company agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Company and such successors and assigns shall devote the Development Property to a senior cooperative residential building.

Section 7.2. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Company, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Company or successor or on any obligations under the terms of the Agreement.

Section 7.3. Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 7.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and,

(a) in the case of the Company, is addressed to or delivered personally to
Hearth Development LLC, a Minnesota limited liability company, 6750 Stillwater Blvd,
Stillwater, Minnesota 55082,

(b) in the case of the City, is addressed to or delivered personally to the City Manager at Anoka City Hall, 2015 First Avenue North, Anoka, Minnesota 55303;

or at such other address with respect to 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 7.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 7.6. Modification. If the Company is requested by the Holder of a Mortgage or by a prospective Holder of a prospective Mortgage to amend or supplement this Agreement in any manner whatsoever, the City will, in good faith, consider the request with a view to granting the same unless the City, in its reasonable judgment, conclude that such modification is not in the public interest, or will significantly and undesirably weaken the financial security provided to the interests of the City by the terms and provisions of this Agreement.

Section 7.7. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

ARTICLE VIII

Termination of Agreement

Section 8.1. Termination of Agreement. With the exception of those rights and obligations identified herein that expressly survive the termination of this Agreement, this Agreement may only be terminated through the mutual written agreement of the parties indicating that all of the objectives and obligations of this Agreement have either been satisfied or waived, provided that with the exception of the release provisions of Section 5.3 (but the indemnification shall be terminated) and any warranty or ongoing maintenance requirements, the remainder of this Agreement shall be terminated upon the issuance by the City of a certificate of completion.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Company has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF ANOKA

By: _____
Phil Rice, Mayor

By: _____
Amy T. Oehlers, City Clerk

STATE OF MINNESOTA

ss

COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Phil Rice and Amy T. Oehlers, the Mayor and City Clerk of the City of Anoka, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

Notary Public

Hearth Development LLC

By: _____
Its: _____

By: _____
Its: _____

STATE OF MINNESOTA

ss

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____ and _____, the _____ and _____ of Hearth Development LLC, a limited liability company under the laws of Minnesota, on behalf of the limited liability company.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

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

EXHIBIT B

CONSTRUCTION PLANS

The Company's Construction Plans approved by the City for the construction of the Building and site improvements within the Development Property are on file with the City.

EXHIBIT C
PURCHASE AGREEMENT

COUNCIL MEMO FORM

9.4

Meeting Date	January 20, 2015
Agenda Section	Ordinances & Resolutions
Item Description	RES/2015 SRP – Monroe Street; Approve Plans and Specifications, Authorize Advertisement for Bids, Set Bid Date
Submitted By	Ben Nelson, Engineering Tech

BACKGROUND

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.

DISCUSSION

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

<u>Street</u>	<u>Segment</u>
Monroe Street	Seventh Avenue to east City Limits
8 th 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 watermain will be replaced with new 6 and 8” ductile iron watermain. All sewer and water services of Anoka properties fronting on the above streets will also be replaced from the main to the property line.

PROJECT COSTS & FINANCING

The estimated cost of the 2015 Street Renewal Project – Monroe Street is \$1,637,000. The total estimated costs are broken down as follows:

Street Reconstruction	\$ 807,000
Storm Sewer	\$ 304,000
Sanitary Sewer	\$ 166,000
Watermain	\$ 336,000
Electric Conduits	\$ 24,000
Total:	\$ 1,637,000

PROJECT SCHEDULE

The following schedule is planned for the 2015 Street Renewal Project – Monroe Street:

2015	January 20	Council Approves Plans and Specifications Authorizes Advertisement for Bids
	February 24	Open Bids - 11:00 a.m.
	March 16	Council Approves Bids and Awards Contract
	May	Start Construction
	September 25	Substantial Completion

PROJECT SCHEDULE

2015	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 and Specifications, Authorize Advertisement for Bids, Set Bid Date for the 2015 SRP – Monroe Street 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 AND SPECIFICATIONS
AUTHORIZING ADVERTISEMENT FOR BIDS AND SETTING BID DATE
FOR THE 2015 SRP – MONROE STREET**

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>
Monroe Street	Seventh Avenue to east City Limits
8 th Avenue	Monroe Street to East Main 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 shall prepare and cause to be inserted in the ABC Newspapers, the official paper, and the Construction Bulletin, 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 and accompanied by a bid bond or certified check payable to the Clerk for five percent of the amount of such bid.

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

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

COUNCIL MEMO FORM

9.5

Meeting Date	January 20, 2015
Agenda Section	Ordinances & Resolutions
Item Description	RES/ Garfield Street / 5 th Avenue Project; Accept Bids and Award Construction Contract
Submitted By	Greg Lee, Public Services Director

BACKGROUND INFORMATION:

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 abd 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.

On December 1, 2014, the City Council adopted a resolution approving the plans and specifications, setting a bid date, and authorizing the advertisement for bids for the Garfield Street / 5th Avenue Project.

There was a simple bidding structure for this project with only the base bid and no bid alternates.

Bids for this project were received at 1:00 P.M. CDT on Friday, January 9, 2015 at City Hall.

A total of twelve (12) bids were received.

A summary of the Base Bid is as follows:

Contractor	Base Bid
Douglas-Kerr Underground LLC	\$866,881.62
North Pine Aggregate Inc.	\$953,764.75
Northwest Asphalt, Inc.	\$1, 016,863.99
LaTour Construction	\$1, 047,174.65
Northdale Construction Company, Inc.	\$1, 073,373.34
C & L Excavating, Inc.	\$1, 113,382.45
Eureka Construction, Inc.	\$1, 115,481.65
Park Construction Company	\$1, 143,511.14
New Look Contracting, Inc.	\$1, 174,649.56
Meyer Contracting, Inc.	\$1, 189,965.96
Kuechle Underground, Inc.	\$1, 195,196.71
Veit & Company, Inc.	\$1, 225,404.50
Engineer's Estimate	\$990,000.00

A complete bid tabulation and recommendation letter for the Garfield Street / 5th Avenue Project is attached.

Staff recommends awarding a construction contract to Douglas-Kerr Underground LLC with a base bid of \$866,881.62. Douglas-Kerr Underground LLC has successfully completed several Street Renewal Projects in the City of Anoka. Most recently were the 2012 and 2014 Street Renewal Projects.

Project Schedule - Should this project proceed and a contract awarded to Douglas-Kerr Underground LLC, the following is a tentative schedule:

Council Accepts Bids and Awards Construction Contract	January 20, 2015
Construction Begins	April 1, 2015
Construction Complete	October 1, 2015

COUNCIL ACTION REQUESTED

It is recommended that the City Council adopt a resolution awarding a construction contract to Douglas-Kerr Underground LLC in the amount of \$866,881.62 for the Garfield Street / 5th Avenue Project.



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

**CITY OF ANOKA, MINNESOTA
 RESOLUTION**

RES-2015-

**RESOLUTION AWARDING A CONSTRUCTION CONTRACT FOR THE
 GARFIELD STREET / 5th AVENUE PROJECT**

WHEREAS, pursuant to an advertisement for bids for the Garfield Street / 5th Avenue Project bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Contractor	Base Bid
Douglas-Kerr Underground LLC	\$866,881.62
North Pine Aggregate Inc.	\$953,764.75
Northwest Asphalt, Inc.	\$1, 016,863.99
LaTour Construction	\$1, 047,174.65
Northdale Construction Company, Inc.	\$1, 073,373.34
C & L Excavating, Inc.	\$1, 113,382.45
Eureka Construction, Inc.	\$1, 115,481.65
Park Construction Company	\$1, 143,511.14
New Look Contracting, Inc.	\$1, 174,649.56
Meyer Contracting, Inc.	\$1, 189,965.96
Kuechle Underground, Inc.	\$1, 195,196.71
Veit & Company, Inc.	\$1, 225,404.50
Engineer's Estimate	\$990,000.00

AND WHERAS, based on the bids submitted, it appears that Douglas-Kerr Underground LLC is the lowest responsible bidder,

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into a contract with Douglas-Kerr Underground LLC in the amount of \$866,881.62 for the Garfield Street / 5th Avenue Project according to the plans and specifications therefore approved by the City Council and on file in the office of the City Engineer.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

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

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

January 13, 2015

Greg Lee
Public Services Director
City of Anoka
2015 - 1st Avenue N.
Anoka, MN 55303

RE: Garfield Street Improvement Area and 7th Avenue Watermain Extension Project
Contract Award Recommendation

Dear Mr. Lee:

Construction bids for the Garfield Street Improvement Area and 7th Avenue Watermain Extension Project were opened at 1:00 p.m. on January 9, 2015 at the Anoka City Hall. A total of 12 bids were received and opened. The engineer's estimate for this project was \$990,000. The following is a summary of the bids:

Douglas-Kerr Underground, LLC	\$866,881.62
North Pine Aggregate, Inc.	\$953,764.75
Northwest Asphalt, Inc.	\$1,016,863.99
LaTour Construction	\$1,047,174.65
Northdale Construction Company, Inc.	\$1,073,373.34
C&L Excavating, Inc.	\$1,113,382.45
Eureka Construction, Inc.	\$1,115,481.65
Park Construction Company	\$1,143,511.14
New Look Contracting, Inc.	\$1,174,649.56
Meyer Contracting, Inc.	\$1,189,965.96
Kuechle Underground, Inc.	\$1,195,196.71
Veit & Company, Inc.	\$1,225,404.50

Douglas-Kerr Underground was the low bidder with a bid of \$866,881.62. This contractor has worked in the City of Anoka recently. Douglas-Kerr Underground successfully completed the 2012 and 2014 Street Renewal Projects. Douglas-Kerr Underground is a well established union contractor from Mora, MN. They typically complete projects ranging up to 3.5 million dollars. Their main areas of experience include construction of municipal sewer, water and streets.

We recommend that the Garfield Street Improvement Area and 7th Avenue Watermain Extension Project be awarded to Douglas-Kerr Underground in the amount of \$866,881.62.

Sincerely,
Hakanson Anderson



Craig J. Cochum P.E.

cc: Ben Nelson, City of Anoka

COUNCIL MEMO FORM

9.6

Meeting Date	January 20, 2015
Agenda Section	Ordinances and Resolutions
Item Description	ORD/Second Amendment to Purchase Agreement with Landmark of Anoka (1st 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 first 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: _____

Amy T. Oehlers, City Clerk

Rice

Anderson

Freeburg

Schmidt

Weaver

Aye

Nay

Abstain

Absent

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

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 _____

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement") is entered into and made effective as of the later date of signature by the Parties on the signature page, by and between the CITY OF ANOKA, a municipal corporation, 2015 First Avenue North, Anoka, Minnesota ("Seller"), and LANDMARK OF ANOKA, LLC, a Minnesota limited liability company, 13432 Hanson Boulevard NW, Andover, MN 55304, Attn: Dean Hanson, or its assigns ("Buyer"). This Agreement sometimes refers to Seller and Buyer individually as a "Party" and collectively as the "Parties".

1. **PROPERTY.** The real property that is the subject of this Agreement consists of vacant real estate consisting of approximately 28.35 acres, as depicted on the attached Exhibit "A" (the "Property"). The term "Property" as used in this Agreement shall include said real estate together with all easements, hereditaments, appurtenances, rights and privileges belonging or appurtenant thereto; all rights, titles and interests of Seller in and to all alleys, strips or gores of land, if any, lying adjacent to the real estate; all rights, titles and interests of Seller in and to all rights-of-way, rights of ingress or egress or other interests in, on, or to any land, highway, street, road or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the real estate; all rights, titles and interests of Seller, if any, in and to any unpaid awards for damage thereto by reason of a change in grade of any such highway, street, road or avenue; all rights, titles and interests of Seller in and to any reversionary rights attributable to the real estate, if any; and all permits, certificates, approvals and licenses with respect to the real estate, including but not limited to conditional use and other permits.

2. **PURCHASE AND SALE.** Seller agrees to sell the Property to Buyer pursuant to the terms of this Agreement, and Buyer agrees to purchase the Property from Seller pursuant to the terms of this 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 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 and approval of the final plat, Buyer shall deposit with Custom Home Builders Title ("Title") the amount of 10% of the final purchase price as earnest money ("Earnest Money") and One Hundred Fifty Thousand and 00/100 Dollars (\$150,000) ("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 agreeing upon a Development Agreement for the development of the Property by Buyer, which will provide that the Buyer will develop a single family residential subdivision in conformance with the preliminary and final plat.

(b) Buyer obtaining City Council approval of Buyer's preliminary and final plat.

(c) Buyer obtaining City Council approval of a rezoning and comprehensive plan amendment to allow the proposed single family use.

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 which is ninety (90) days from the date hereof, this Agreement shall be voidable at the option of said benefitted party.

5. **DUE DILIGENCE** Buyer shall have ninety (90) days after execution of this Agreement by all Parties (the "Effective Date") to conduct due diligence investigations and analysis of the Property and all information pertaining to the Property (the "Due Diligence Period"). Buyer may extend the Due Diligence Period for an additional thirty (30) day period. The "Effective Date" shall mean the last date on which this Agreement is fully executed by Buyer and Seller. If Buyer gives written notice to Seller on or before the last day of the Due Diligence Period (the "Due Diligence End Date") to terminate this Agreement, the Earnest Money and Option Money, and all accrued interest thereon, shall be returned to Buyer, this Agreement thereupon shall become void, Buyer shall have no further rights in or to the Property, and there shall be no further obligation or liability on either of the parties hereto except for obligations or liabilities herein that are expressly stated to survive termination. If Seller has not satisfied all the contingencies prior to the Due Diligence End Date, Buyer may waive the contingencies and proceed to a Closing.

6. **CONVEYANCE TERMS.** At Closing, Seller shall execute and deliver to Buyer a Limited Warranty Deed (the "Deed") conveying fee title to the Property to Buyer subject only to (a) building, zoning and subdivision statutes, laws, ordinances and regulations which do not interfere with Buyer's intended use or development of the Property; (b) reservations of minerals or of mineral rights in favor of the State of Minnesota, if any; (c) the lien of real estate taxes (but not special assessments or deferred taxes) not yet due and payable; and (d) such other title matters that are waived or accepted by Buyer pursuant to Section 10 hereof.

7. **POSSESSION.** Seller shall deliver possession of the Property to Buyer at Closing.

8. **CLOSING.** The closing of the transaction contemplated by this Agreement (the "Closing") shall occur at Title's office, or at such other place agreed upon by the Parties, no later than April 1, 2015 (the "Closing Date"). At Closing:

(a) Seller shall execute and/or deliver at Closing (i) any documents necessary

to establish the marketability of Seller's title to the Property; (ii) the Deed; (iii) an affidavit in form required by Title evidencing the absence of bankruptcies, judgments, or tax liens involving parties with the same or similar names as the Seller and evidencing the absence of mechanic's lien rights affecting the Property, unrecorded interests affecting the Property, persons in possession of the Property and known encroachments or boundary line questions affecting the Property; (iv) a non-foreign affidavit containing such information as is required under Internal Revenue Code Section 1445(b)(2) and any regulations relating thereto; (v) any notices and affidavits regarding storage tanks and pollution as required by Minnesota Statutes, if any; (vi) an abstract of title (if in Seller's possession), to any part of the Property that is not registered certified to a date no later than the Effective Date of this Agreement; (vii) payment or evidence of payment of the following: the cost of providing the Title Commitment as defined in Section 9; the state deed tax due upon the recording of the Deed; the fees due upon the recording of any documents (other than the Deed) necessary to place record title in the condition provided for in this Agreement; Seller's share of real estate taxes and all deferred taxes, as required pursuant to the provisions of Section 11; levied, pending, certified or deferred special assessments as required pursuant to the provisions of Section 11; and one-half of Title's fee to conduct the closing of this transaction.

(b) Buyer shall: (i) tender the remaining Purchase Price to Seller pursuant to the provisions of Section 3 above; (ii) pay or provide evidence of payment of the following: the portion of Buyer's pro-rata share of real estate taxes, if any, which Seller has previously paid pursuant to Section 11; all costs associated with Buyer's financing; the premium for Buyer's ALTA owner's policy of title insurance, if any; the fees due for recording the Deed; and one-half of Title's fee to conduct the closing of this transaction; and (iii) execute and deliver to Title such conveyance form affidavit as Title may reasonably require.

9. **EVIDENCE OF TITLE.** As soon as practicable but no later than twenty (20) days after the Effective Date of this Agreement, Buyer shall order, at Seller's sole cost and expense, a commitment from Custom Home Builders Title ("Title") to issue an ALTA form B 2006 Owner's Policy of Title Insurance, in the amount of the Purchase Price, to insure Buyer's title to the Property, including copies of documents referenced in Schedule B thereof (collectively, the "Title Commitment"). The Title Commitment shall have an effective date of no earlier than the Effective Date of this Agreement. The Title Commitment shall include affirmative coverages for appurtenant easements, if any, and zoning, access, contiguity, tax parcel and comprehensive endorsements. The Title Commitment shall obligate Title to delete standard exceptions from the Title Commitment and the policy upon Title's receipt of a satisfactory survey of the Property and a seller's affidavit in the form described in Section 8(a). For each day beyond the date that is thirty (30) days after the Effective Date hereof that the Title Commitment is not delivered to Buyer, the Due Diligence End Date shall be extended for one day, at Buyer's election. The Title Commitment shall be referred to as the "Title Evidence".

10. **EXAMINATION OF TITLE.** On or before the date which is thirty (30) days after Buyer's receipt of the last of the Title Evidence, Buyer shall deliver written objections thereto to Seller (the "Objections"), if any. Thereafter, Seller shall use reasonable efforts to cure

the objections within thirty (30) days from Seller's receipt of Buyer's Objections and, if necessary, the Closing Date shall be rescheduled accordingly. If Seller cures the Objections within the thirty-day period or can do so at Closing with the payment of money from the Purchase Price, Seller shall so notify Buyer, in writing, and the Parties shall close pursuant to the terms of the Agreement. If an extension of Closing is necessary, the new Closing Date shall be the date five (5) business days after the date Seller notifies Buyer that Seller has cured all of the Objections. If Seller fails to cure the Objections within said thirty-day period, Buyer shall have the option of terminating this Agreement, waiving one or more of the Objections, proceeding to Closing and, from the cash due to Seller at Closing, escrow with Title one and one-half times all costs estimated by Title to cure such objections (which escrow Buyer may draw on following Closing as Buyer cures the Objections). Buyer's failure to provide Objections within the time period set forth above shall be deemed a waiver of Buyer's right to require Seller to cure such defects as a condition to closing. If Buyer waives Buyer's Objections or elects to escrow sums from Closing as set forth above, the Closing shall be the date fifteen (15) days after expiration of the 30-day cure period or the Closing Date set forth in Section 8 hereof, whichever is later.

11. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS. The Parties shall pay the real estate taxes and special assessments as follows:

(a) At or before Closing, Seller shall pay all real estate taxes, and special assessments payable therewith and any penalties and interest thereon due and payable with respect to the Property in all years prior to the year of Closing, including all deferred taxes attributable to years prior to the year of Closing.

(b) Buyer and Seller shall prorate the real estate taxes due and payable in the year of Closing, on a per diem basis using a calendar year, to the date of the Closing. Seller shall pay the balance of all special assessments levied, pending, certified or deferred as of the Effective Date of this Agreement.

(c) Buyer shall pay all real estate taxes due and payable in the years following the year of Closing.

To the extent any amount owed by either Party under this Section 11 cannot be ascertained prior to Closing, then the owing Party shall escrow with Title 125% of the estimate of the applicable taxing authority of the amount owed, and in the event no such estimate is available, then 125% of the amount estimated to be owed by Title. Upon receipt of accurate statements as to amounts owed, Title shall pay such amounts from the estimated funds and the owing Party shall be entitled to any remaining balance in the escrow and shall be obligated immediately to fund any deficiency in such escrow.

12. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller makes the following representations and warranties to Buyer that:

(a) The individuals executing this Agreement on behalf of Seller have the requisite authority to execute this Agreement and such other documents as are contemplated or to be delivered by Seller herein, and to bind Seller thereto; and Seller has

the full and complete authority to sell the Property.

(b) Seller is not a foreign person, foreign partnership, foreign trust or foreign estate as those terms are defined in Section 1445 of the Internal Revenue Code.

(c) There have been no bankruptcy or dissolution proceedings involving Seller during the time Seller has had any interest in the Property, there are no unsatisfied judgments or state or federal tax liens of record against Seller, and there have been no labor or materials furnished to the Property for which payment has not been paid.

(d) To Seller's knowledge, there are no unrecorded mortgages, contracts, purchase agreements, options, leases, easements or other agreements or interest relating to the Property.

(e) There are no persons in possession of the Property other than Seller.

(f) Seller has not received notice of any new public improvement project(s), the cost of which a governmental entity may assess against the Property.

(g) To Seller's knowledge, the Property is not in violation of any statute, law, ordinance or regulation, and there is no action, litigation, governmental investigation, condemnation or administrative proceeding of any kind pending or, to Seller's best knowledge, threatened, against or involving any portion of the Property.

(h) To Seller's knowledge, Seller is not in default in the performance of any of Seller's obligations under any easement agreement, covenant, condition, restriction, or other instrument or agreement relating to the Property.

(i) There are no wells on the Property.

(j) There is no individual sewage treatment system on or serving the Property.

(k) There are not now, nor to Seller's actual knowledge have there ever been underground or above ground storage tanks of any size or type located on the Property nor any Hazardous Substances (defined below) located on the Property in violation of applicable governmental requirements, and the Property has not been used in connection with the generation, disposal, storage, treatment or transportation of Hazardous Substances in violation of applicable governmental requirements. To Seller's actual knowledge, no activity has been undertaken on the Property that would cause or contribute to the discharge of Hazardous Substances or of fluids into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions that would require a permit under any federal or state law or local ordinance. For purposes of this Agreement, the term "Hazardous Substances" includes but is not limited to substances defined as "hazardous substances," "toxic substances," "hazardous wastes" "pollutants" or contaminants" under federal or Minnesota law. The term "hazardous substance" shall also include asbestos, polychlorinated biphenyls, petroleum, including

crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas useable for fuel (or mixtures of natural gas and synthetic gas).

The foregoing representations and warranties shall be accurate on the date hereof and on the date of Closing. If, at any time prior to the Closing, Seller acquires actual knowledge of events or circumstances which render the representations and warranties set forth in this Section inaccurate in any respect, Seller shall immediately notify Buyer, in writing and Buyer shall have right to terminate this Agreement. At Closing, an authorized officer of Seller shall execute and deliver to Buyer a certificate of Seller certifying that the representations contained in this Section are true as of the Closing or, if such representations are no longer true, describing, in detail, the reasons why the representations are no longer true (the "Date Down Certificate"). Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns harmless from, any loss, liability, costs, expenses or damages, including reasonable attorneys fees, that Buyer incurs because of the Seller's breach of any of the above representations and warranties, the inaccuracy of any of the above representations when made or remade, or Seller's failure to notify Buyer, before the Closing, if the representations set forth above become inaccurate and Seller actually knows of such inaccuracy. The representations, warranties and indemnification set forth above shall survive the closing of this transaction and Seller's delivery of the Deed for a period of twelve (12) months.

13. **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 during the Inspection Period, 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.

14. **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.

15. **INDEMNIFICATIONS.**

(a) Subject only to the specific limitations in Section 12, Seller shall

indemnify and defend Buyer against and hold Buyer harmless from any and all claims, causes of action, administrative orders, costs, expenses and liabilities of every kind and nature and howsoever originating and existing, arising out of (i) Seller's operation or ownership of the Property prior to the Closing, whether currently known or unknown, including, but not limited to, Buyer's attorneys fees and costs incurred in defending claims to establish or enforce such liabilities, and (ii) breach of Seller's representations and warranties set forth in Section 12 hereof.

(b) Buyer shall indemnify and defend Seller and hold Seller harmless from any and all claims, causes of action, administrative orders, costs, expenses and liabilities of every kind and nature howsoever originating and existing, arising out of: (i) Buyer's operation or ownership of the Property subsequent to the Closing, including, but not limited to, Seller's attorneys fees and costs incurred in defending claims to establish or enforce such liabilities; and (ii) Buyer's investigation of the Property prior to Closing, and (iii) breach of Buyer's representations and warranties set forth in Section 14 hereof. Buyer shall restore the Property to substantially the same condition as existed prior to such investigation, and repair any damage caused by such investigation.

Such rights to indemnification will not arise to the extent that the claim for indemnification arises out of the act or negligence of the parties seeking indemnification.

16. **SELLER'S DISCLOSURE AND BUYER'S INSPECTION.** Within five (5) days of the Effective Date, Seller shall deliver to Buyer such of the following (collectively, the "Due Diligence Documents") as are currently in Seller's possession or readily available to Seller: all plans and blueprints, street development plans, surveys, studies, leases, other plans and specifications relating to the Property, and all existing soils, geotechnical, environmental assessments or reports, traffic studies and correspondence from any governmental authority relating to the Property.

At all times prior to the Closing, Buyer and its agents shall have the right, upon reasonable notice to Seller, to go upon the Property to inspect the Property and to determine the condition of the Property and the improvements located thereon, including specifically, but not limited to, the presence or absence of Hazardous Substances in, on, or about the Property, and to test the soils on the Property and to determine the extent of any wetlands on the Property. Buyer agrees to indemnify and defend Seller from, and to hold Seller harmless against any and all claims, causes of action or expenses, including attorneys' fees, relating to or arising from Buyer's presence on the Property prior to the Closing. Said indemnification shall survive closing. Buyer agrees to repair any damage to the Property caused by such inspections and to return the Property to substantially the same condition as existed prior to Buyer's inspection.

17. **BUYER'S CONTINGENCIES.** Buyer's obligations under this Agreement are contingent upon the occurrence of the following on or prior to the Closing Date:

(a) Seller's timely performance of each of Seller's obligations under this Agreement and Seller's certification that the representations set forth in Section 12 remain true as of the actual date of Closing.

(b) Buyer shall be satisfied with the Title Evidence within the time frames set forth in Section 10, and any Objections thereto shall have been resolved to the satisfaction of Buyer or waived by Buyer on or before the actual date of Closing, in accordance with Section 10 hereof, and on or before the actual date of Closing, Buyer shall have received a mark-up of, or endorsement to, the Title Commitment, by which Title unconditionally commits to insure Buyer's title to be in the condition provided for in the Title Commitment and deleting the so-called "standard exceptions" to coverage.

(c) Subject to the express provisions of this Agreement regarding eminent domain, during the period from and after the Effective Date of this Agreement to the Closing (the "Executory Period"), no change shall have occurred on or before the actual date of Closing with respect to the condition of the Property or the improvements thereon, or otherwise, that materially and adversely affects the market value of the Property, unless caused by Buyer.

(d) Buyer shall be satisfied in its sole and absolute discretion with the Due Diligence Documents and with the physical condition of the Property, including, but not limited to, the environmental condition of the Property.

18. **CONDEMNATION.** In the event that between the date of this Agreement and the Closing Date, any eminent domain proceedings are initiated which might result in the taking of any part of the Property, or if Seller receives written notice from a governmental or quasi-governmental authority which states that such an action is contemplated, either Seller or Buyer may:

(a) terminate this Agreement; or

(b) keep this Agreement in effect, and consummate the purchase of the Property or part thereof. If, prior to Closing, all or any part of the Property is taken in such condemnation proceeding instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid to Seller pursuant to such condemnation or conveyance in lieu thereof shall be retained by Seller and applied against that portion of the Purchase Price payable by Buyer for such portion of the Property which is taken in the condemnation. Notwithstanding the condemnation, the calculation of the Purchase Price shall include the land taken in such condemnation. At Closing, if the condemnation is still pending, Buyer shall purchase the Property subject to the condemnation and Seller shall have no further rights or obligations with respect to the condemnation proceeding following Closing, in which event the Purchase Price shall be calculated without deduction for the loss of any portion of the Property taken or to be taken by eminent domain, and Seller shall cause to be conveyed and assigned to Buyer all right, title and interest in and to any award made in connection with such eminent domain proceedings.

19. **OPERATION PRIOR TO CLOSING.** During the Executory Period, Seller shall operate and maintain the Property in the same manner as it is being operated on the date hereof and in accordance with prudent and reasonable standards. Seller shall execute no

contracts, leases, or other agreements regarding the Property during the Executory Period which extend beyond the Closing Date without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion. Seller shall not pledge or transfer any interest in or encumber or permit the encumbrance of the Property with any lien, easement, interest or agreement from and after the Effective Date without the prior written consent of Buyer, which may be withheld in Buyer's sole and absolute discretion.

20. **NOTICE AND RIGHT TO CURE.** Each Party shall be entitled to written notice of any default and shall have thirty (30) days from receipt of such notice to cure such default prior to the exercise of any remedy provided herein. Seller and Purchaser agree to cooperate in any and all attempts by the other party to cure any default within the default cure period.

21. **DEFAULT.**

(a) If Buyer defaults in the performance of Buyer's obligations under this Agreement due to no fault of Seller, then Seller may, as its sole and exclusive remedy, terminate this Agreement in accordance with Minnesota Statutes Section 559.21, and retain all Earnest Money and Option Money, and all accrued interest thereon.

(b) If Seller defaults in the performance of Seller's obligations under this Agreement due to no fault of Buyer, then Buyer may, after at least thirty (30) days' prior written notice to Seller and Seller's failure to cure the default within said notice period, either (i) declare this Agreement terminated and may seek and recover actual (but not consequential) damages from Seller, or (ii) Buyer may elect to seek specific performance of this Agreement.

(c) Notwithstanding anything in this Section 21 to the contrary, any action by Buyer for specific performance or damages must be commenced no later than ninety (90) days after the date of the occurrence of Seller's default. The limitation set forth in the preceding sentence shall not apply to claims for indemnification or contribution specifically provided for in this Agreement.

22. **TIME.** Time is of the essence for all provisions of this Agreement.

23. **SURVIVAL OF TERMS.** The Parties' obligations under this Agreement and the representations and warranties which the Parties have recited in this Agreement shall survive Seller's delivery of a deed to Buyer and the closing of this transaction, subject only to the specific limitations set forth in this Agreement.

24. **NOTICES.** All notices provided for in this Agreement shall be in writing. The notice shall be effective two (2) business days after the date the Party sending such notice deposits the notice with the United States Postal Service with all necessary postage paid, for delivery to the other Party via certified mail, at the address set forth in the first paragraph of this Agreement, or on the date that any such notice is personally delivered to the addresses set forth in the first paragraph of this Agreement. If a Party delivers a notice provided for in this

Agreement in a different manner than described in the preceding sentence, notice shall be effective as of the date the other Party actually receives the notice.

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. **GOVERNING LAW.** This Agreement has been made under the laws of the State of Minnesota and such laws shall control its interpretation.

27. **BROKERS.**

- (a) Buyer has disclosed that Nathan Fair, a principal of Landmark of Anoka, LLC, a Minnesota limited liability company is a licensed real estate agent in the State of Minnesota.
- (b) Seller represents to Buyer that it has engaged no broker, agent, or other person.
- (c) Buyer represents to Seller that it has engaged no broker, agent, or other person other than Edina Realty and its agent Nathan Fair ("Buyer's Broker") in connection with the transaction contemplated by this agreement.
- (d) Buyer shall be responsible for payment of brokerage fees only to Buyer's Broker.

28. **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.

29. **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.

30. **THIRD PARTY BENEFICIARY.** There are no third party beneficiaries of this Agreement, intended or otherwise.

31. **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.

32. **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.

33. **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.

34. **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.

IN WITNESS WHEREOF, the parties hereto have set their respective hands as of the date first written above.

SELLER:

BUYER:

City of Anoka

Landmark of Anoka, LLC

By:  _____

By:  _____

Its: Mayor

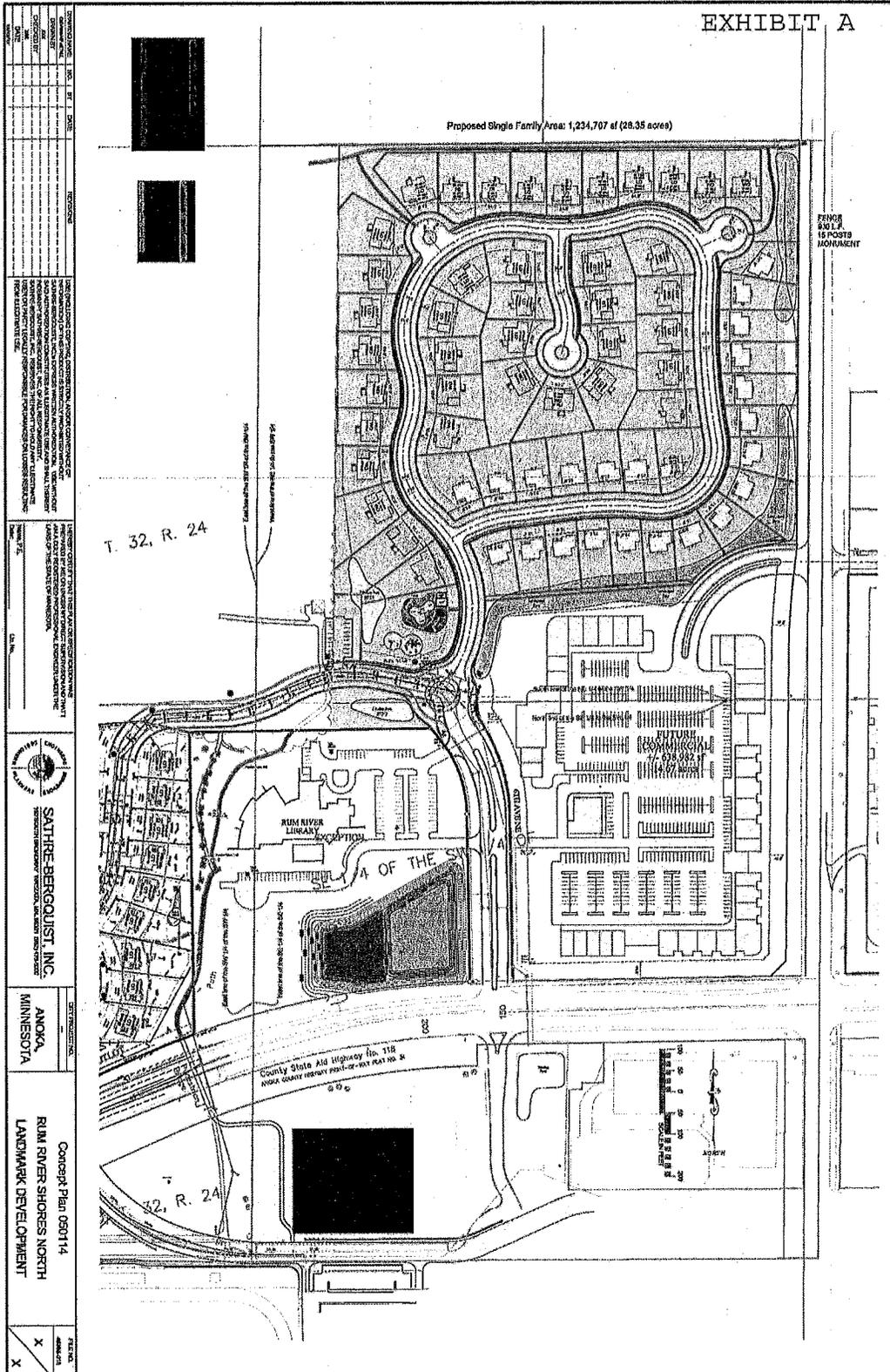
Its: Chief MANAGER

Dated: May 19, 2014

Dated: 5-21-2014

EXHIBIT A

PROPERTY EXHIBIT



ESCROW AGREEMENT

CITY OF ANOKA ("Seller") by Purchase Agreement dated May 19, 2014 (the "Agreement"), has agreed to sell to Landmark of Anoka, LLC or its assigns ("Buyer") certain undeveloped real property located in Anoka, Minnesota, for the consideration therein stated, and to which Agreement this Escrow Agreement is attached as an Exhibit.

The parties have requested Custom Home Builders Title ("Escrow Agent") to receive an Earnest Money Deposit 10% of the final sale price as determined by this agreement and an Option Money Deposit in the sum of One Hundred Fifty Thousand and 00/100 (\$150,000) (collectively referred to as the "Deposit") to be held in escrow by it and to be disbursed or applied at Closing in accordance with the Agreement.

Escrow Agent agrees to hold the Deposit in accordance with the terms of the Purchase Agreement and disburse the same strictly in accordance with such terms. Escrow Agent shall invest the Deposit in such interest-bearing accounts or instruments as shall be approved by both Buyer and Seller. Interest shall accrue for the benefit of Buyer, and shall be considered a part of the Deposit for all purposes under the Purchase Agreement and this Escrow Agreement.

Seller and Buyer represent that their respective Tax I.D. Numbers are as follows:

Seller: 41-6004936

Buyer: 46-2671240

Escrow Agent shall have no responsibility for any decision concerning performance or effectiveness of the Agreement or to resolve any disputes concerning the Agreement. Escrow Agent shall be responsible only to act in accordance with the Agreement or the joint and mutual direction of both Seller and Buyer, or in lieu thereof, the direction of a court of competent jurisdiction. Seller and Buyer undertake to hold Escrow Agent harmless from all claims for damages arising out of this Escrow Agreement and do hereby agree to indemnify Escrow Agent for all costs and expenses in connection with this escrow, including court costs and attorneys' fees, except for Escrow Agent's failure to account for the funds held hereunder, or acting in conflict with the terms hereof.

The fees and charges of the Escrow Agent shall be paid one-half by Buyer and one-half by Seller.

THIS ESCROW AGREEMENT constitutes the entire agreement among Escrow Agent, Seller and Buyer concerning the Deposit.

Dated: May 19, 2014

SELLER:

City of Anoka

By: 

Its: Mayor

Dated: May 19, 2014

BUYER:

Landmark of Anoka, LLC

By: 

Its: Chief Manager

Dated: 5-21-2014

ACCEPTANCE and receipt of the Deposit is hereby acknowledged:

Custom Home Builders Title

By: _____

Its: _____

**FIRST AMENDMENT TO PURCHASE AGREEMENT BETWEEN CITY OF ANOKA
AND LANDMARK OF ANOKA, LLC**

This First 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, 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 Purchase Agreement to reflect a new timeline for contingencies and financial commitments to be met based on a change in schedule of originally anticipated approvals;

WHEREAS, all effective dates in the Purchase Agreement shall still apply and the First 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 Purchase Agreement 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 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 agreeing upon a Development Agreement for the development of the Property by Buyer no later than November 30, 2014, 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.

5. **DUE DILIGENCE** After execution of this Agreement by all Parties (the "Effective Date"), Buyer shall have until November 30, 2014 to conduct due diligence investigations and analysis of the Property and all information pertaining to the Property (the "Due Diligence Period"). The "Effective Date" shall mean the last date on which this Agreement is fully executed by Buyer and Seller. The Due Diligence Period shall not include Buyer's submittal of its final plat for approval; Seller's approval of Buyer's final plat; rezoning of the Property; or obtaining a comprehensive plan amendment for the Property; all of which shall remain contingencies and subject to the timelines set forth in Section 4 above. If Buyer gives written notice to Seller on or before the last day of the Due Diligence Period (the "Due Diligence End Date") to terminate this Agreement, the Earnest Money and Option Money, and all accrued interest thereon, shall be returned to Buyer, this Agreement thereupon shall become void, Buyer shall have no further rights in or to the Property, and there shall be no further obligation or liability on either of the parties hereto except for obligations or liabilities herein that are expressly stated to survive termination. If Seller has not satisfied all the contingencies prior to the Closing Date, Buyer may waive the contingencies and proceed to a Closing.

9. **EVIDENCE OF TITLE.** Subsequent to November 30, 2014, but no later than December 31, 2014, Buyer shall order, at Seller's sole cost and expense, a commitment from Custom Home Builders Title ("Title") to issue an ALTA form B 2006 Owner's Policy of Title Insurance, in the amount of the Purchase Price, to insure Buyer's title to the Property, including copies of documents referenced in Schedule B thereof (collectively, the "Title Commitment"). The Title Commitment shall have an effective date of no earlier than the Effective Date of this Agreement. The Title Commitment shall include affirmative coverages for appurtenant

easements, if any, and zoning, access, contiguity, tax parcel and comprehensive endorsements. The Title Commitment shall obligate Title to delete standard exceptions from the Title Commitment and the policy upon Title's receipt of a satisfactory survey of the Property and a seller's affidavit in the form described in Section 8(a). For each day beyond the date that is thirty (30) days after the Effective Date hereof that the Title Commitment is not delivered to Buyer, the Due Diligence End Date shall be extended for one day, at Buyer's election. The Title Commitment shall be referred to as the "Title Evidence".

10. **EXAMINATION OF TITLE.** On or before the date which is thirty (30) days after Buyer's receipt of the last of the Title Evidence, Buyer shall deliver written objections thereto to Seller (the "Objections"), if any. Thereafter, Seller shall use reasonable efforts to cure the objections within thirty (30) days from Seller's receipt of Buyer's Objections and, if necessary, the Closing Date shall be rescheduled accordingly. If Seller cures the Objections within the thirty-day period or can do so at Closing with the payment of money from the Purchase Price, Seller shall so notify Buyer, in writing, and the Parties shall close pursuant to the terms of the Agreement. If an extension of Closing is necessary, the new Closing Date shall be the date five (5) business days after the date Seller notifies Buyer that Seller has cured all of the Objections. If Seller fails to cure the Objections within said thirty-day period, Buyer shall have the option of terminating this Agreement, waiving one or more of the Objections, proceeding to Closing and, from the cash due to Seller at Closing, escrow with Title one and one-half times all costs estimated by Title to cure such objections (which escrow Buyer may draw on following Closing as Buyer cures the Objections). If Buyer elects to terminate this Agreement due to Seller's failure to cure the Objections, in accordance with this Section, Buyer shall be entitled to the return of the Option Money and Earnest Money, including all accrued interest thereon, notwithstanding anything else contained in this Agreement or the Escrow Agreement to the contrary. Buyer's failure to provide Objections within the time period set forth above shall be deemed a waiver of Buyer's right to require Seller to cure such defects as a condition to closing. If Buyer waives Buyer's Objections or elects to escrow sums from Closing as set forth above, the Closing shall be the date fifteen (15) days after expiration of the 30-day cure period or the Closing Date set forth in Section 8 hereof, whichever is later.

SELLER:

City of Anoka

Date: September 8, 2014

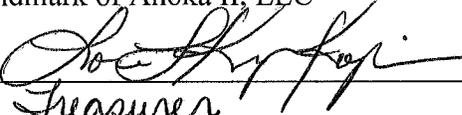
By: 

Its: Mayor

BUYER:

Landmark of Anoka II, LLC

Date September 12, 2014

By: 
Its: Treasurer

ESCROW AGREEMENT

CITY OF ANOKA ("Seller") by Purchase Agreement dated _____, 2014 (the "Agreement"), has agreed to sell to Landmark of Anoka II, LLC or its assigns ("Buyer") certain undeveloped real property located in Anoka, Minnesota, for the consideration therein stated, and to which Agreement this Escrow Agreement ("Escrow Agreement") is attached as an Exhibit.

The parties have requested Custom Home Builders Title ("Escrow Agent") to receive an Earnest Money Deposit of \$20,000 and an Option Money Deposit in the sum of Ten Thousand and 00/100 (\$10,000) (collectively referred to as the "Deposit") to be held in escrow by it and to be disbursed or applied at Closing in accordance with the Agreement and Escrow Agreement.

Escrow Agent agrees to hold the Deposit in accordance with the terms of the Agreement and Escrow Agreement and disburse the same strictly in accordance with such terms. Escrow Agent shall invest the Deposit in such interest-bearing accounts or instruments as shall be approved by both Buyer and Seller. Interest shall accrue for the benefit of Buyer, and shall be considered a part of the Deposit for all purposes under the Purchase Agreement and this Escrow Agreement.

Notwithstanding anything else contained in the Agreement or the Escrow Agreement to the contrary, it is expressly understood and agreed that:

1. Seller shall be entitled to retain the Option Money Deposit, and all interest accrued thereon, after November 30, 2014 unless Seller fails to cure Title Objections as set forth in Section 10 of the Agreement. In the event Buyer proceeds with Closing on or before the Closing Date, as that term is defined in the Agreement, the Option Money Deposit and all interest accrued thereon shall be applied to the purchase price of the Property.
2. The Earnest Money Deposit, and all interest accrued thereon, shall be returned to Buyer if, in Buyer's sole discretion, it is determined that the market will not support the project moving forward on the Property and Buyer notifies Seller of its decision not to proceed with the project prior to February 16, 2015. Buyer's failure to so notify Seller by such date, or any default by Buyer relative to the Agreement, shall result in Buyer forfeiting its right to any return of the Earnest Money Deposit and accrued interest. In the event Buyer proceeds with Closing on or before the Closing Date, as that term is defined in the Agreement, the Earnest Money Deposit and all interest accrued thereon shall be applied to the purchase price of the Property.

Seller and Buyer represent that their respective Tax I.D. Numbers are as follows:

Seller: 41-6004936

Buyer: 47-0979826

Escrow Agent shall have no responsibility for any decision concerning performance or effectiveness of the Agreement or to resolve any disputes concerning the Agreement. Escrow Agent shall be responsible only to act in accordance with the Agreement or the joint and mutual direction of both Seller and Buyer, or in lieu thereof, the direction of a court of competent jurisdiction. Seller and Buyer undertake to hold Escrow Agent harmless from all claims for damages arising out of this Escrow Agreement and do hereby agree to indemnify Escrow Agent for all costs and expenses in connection with this escrow, including court costs and attorneys' fees, except for Escrow Agent's failure to account for the funds held hereunder, or acting in conflict with the terms hereof.

The fees and charges of the Escrow Agent shall be paid one-half by Buyer and one-half by Seller.

THIS ESCROW AGREEMENT constitutes the entire agreement among Escrow Agent, Seller and Buyer concerning the Deposit.

Dated: September 8, 2014

SELLER:

City of Anoka

Date: September 8, 2014

By: 

Its: Mayor

Date: September 8, 2014

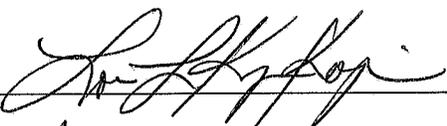
By: 

Its: City Clerk

BUYER:

Landmark of Anoka II LLC

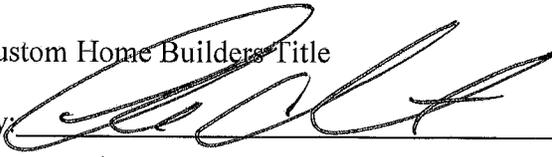
Date: September 12, 2014

By: 

Its: Treasurer

ACCEPTANCE and receipt of the Deposit is hereby acknowledged:

Custom Home Builders Title

By:  Ashley Christenson

Its: Closer

COUNCIL MEMO FORM

9.7

Meeting Date	January 20, 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.

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 20th day of January, 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 the model 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) EXCEPT (2)-b-1. 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 62 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 10, 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 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.

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.

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.

CITY OF ANOKA

By _____
Phil Rice, Mayor

ATTEST:

By _____
Amy Oehlers, City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

On this ____ day of _____, 2015, before me, a Notary Public within and for said County, personally appeared Phil Rice and Amy Oehlers, to me known to be respectively the Mayor and City Clerk of the City of Anoka, and who executed the foregoing instrument and acknowledged that they executed the same on behalf of said City.

Notary Public

EXHIBIT A
PURCHASE AGREEMENT

EXHIBIT B
CONSTRUCTION PLANS

COUNCIL MEMO FORM

9.8

Meeting Date	January 20, 2015
Agenda Section	Ordinances & Resolutions
Item Description	ORD/Amending 2015 Master Fee Schedule. 2 nd Reading
Submitted By	Lori Yager, Finance Director

BACKGROUND INFORMATION

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 mtg.

FINANCIAL IMPACT

The impact of not charging 2% for purchases over \$500 will depend on the number of permits issued which are paid with credit cards versus checks or cash. Applying the current years permit revenues and **assuming all** transactions were via credit card, the city would have incurred approximately \$8,600 in processing fee charges. This is based on about \$490,000 in revenues.

COUNCIL ACTION REQUESTED

Hold the second reading and adopt the ordinance amending the 2015 Master Fee Schedule.



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

**CITY OF ANOKA, MINNESOTA
ORDINANCE**

ORD-2015-

**AN ORDINANCE AMENDING THE 2015 MASTER FEE SCHEDULE
OF THE CITY OF ANOKA, MINNESOTA**

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

Section 1. Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, and upon a review of a study conducted by City staff, a fee schedule for City services and licensing was adopted. Said fee schedule was adopted at the December 15, 2014 City Council meeting.

2014 Master Fee Schedule.

- (a) The Code of the City of Anoka establishes that certain fees be set from time to time by the Anoka City Council.
- (b) City Council adopted the 2015 Master Fee Schedule through Ordinance No. ORD-2014-1578 at the December 15, 2014 Regular City Council meeting.
- (c) Upon consideration and review of the 2015 Master Fee Schedule, the City Council desires to amend the fee schedule by deleting the following fee:

Credit Card Surcharge 2% on transactions over \$500.

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

ATTEST:

Phil Rice, Mayor

Introduced: January 5, 2015
 Adopted: _____
 Published: _____
 Effective: _____

Amy T. Oehlers, City Clerk

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

COUNCIL MEMO FORM

9.9

Meeting Date	January 20, 2015
Agenda Section	Ordinances and Resolutions
Item Description	RES/Classification of Tax Forfeited Lands in the City of Anoka and Approval of Public Sale
Submitted By	Erik Thorvig, Economic Development Manager

BACKGROUND INFORMATION:

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.

FINANCIAL IMPACT:

None.

COUNCIL REQUESTED ACTION:

Adopt the resolution classifying that parcel # 06-31-24-43-0071 is located within the City of Anoka and the City of Anoka consents to its sale.



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 FOR CLASSIFICATION OF TAX FORFEITED LANDS
IN THE CITY OF ANOKA AND APPROVAL OF PUBLIC SALE**

WHEREAS, Anoka County has identified parcel # 06-31-24-43-0071 to be tax forfeit;
and

WHEREAS, Anoka County has requested the City of Anoka to classify the property is located within its jurisdiction and consent to a sale if they are not interested in purchase; and

NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council hereby classifies the parcel to be located within the city limits of the City of Anoka and that public sale of the parcel is in the best interest of the City.

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

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor



Anoka County

PROPERTY RECORDS & TAXATION DIVISION

Respectful, Innovative, Fiscally Responsible

City of Anoka
Attn: Amy Oehlers, City Clerk
2015 First Ave No.
Anoka, MN 55303-2270

Dear Amy,

We received the Anoka's classification documents in the mail. I have filed the completed verification of special assessments and form for forfeit parcels.

We still need signatures on the attached document to classify the property. See notes below from original letter dated December 4, 2014.

Enclosed you should find the following:

- A. Resolution #2014-144 dated 11/25/2014, classifying certain forfeit lands in Anoka County. – sent 12/4
- B. A classification and sale approval form listing the lands classified in Resolution #2014-144 that lie within your jurisdiction, which is to be signed, sealed and returned to the county along with a copy of the motion or resolution of your governing body approving the classification and sale.
- C. A form for the forfeit parcels shown on the list of forfeit lands in your jurisdiction to help us analyze and appraise the parcel. We ask that you complete and return the form(s) to the county. – completed
- D. A verification of special assessments form(s) that is to be completed, signed, sealed and returned to the county. – completed

Thank you for providing this information. Please return to:

Pamela J. LeBlanc
Land Commissioner
2100 3rd Ave
Anoka, MN 55303

Please call me at 763-323-5468 if you have any questions.

Sincerely,

Hilary Dischinger
Property Specialist

2014 Classification List
CITY OF ANOKA

AUDITORS SUBDIVISION NUMBER 17

06-31-24-43-0071

W 32 FT OF E 44 FT OF S 14.85 FT OF LOT 3 AUD SUB NO 17; SUBJ TO EASE OF REC

State of Minnesota

County of Anoka
State of Minnesota

The Foregoing classification of lands above described lying within the boundaries of the
CITY OF ANOKA in said County and State is hereby approved.

Dated 12-22, 2014

Attest: 
Amy Denters
(CLERK)

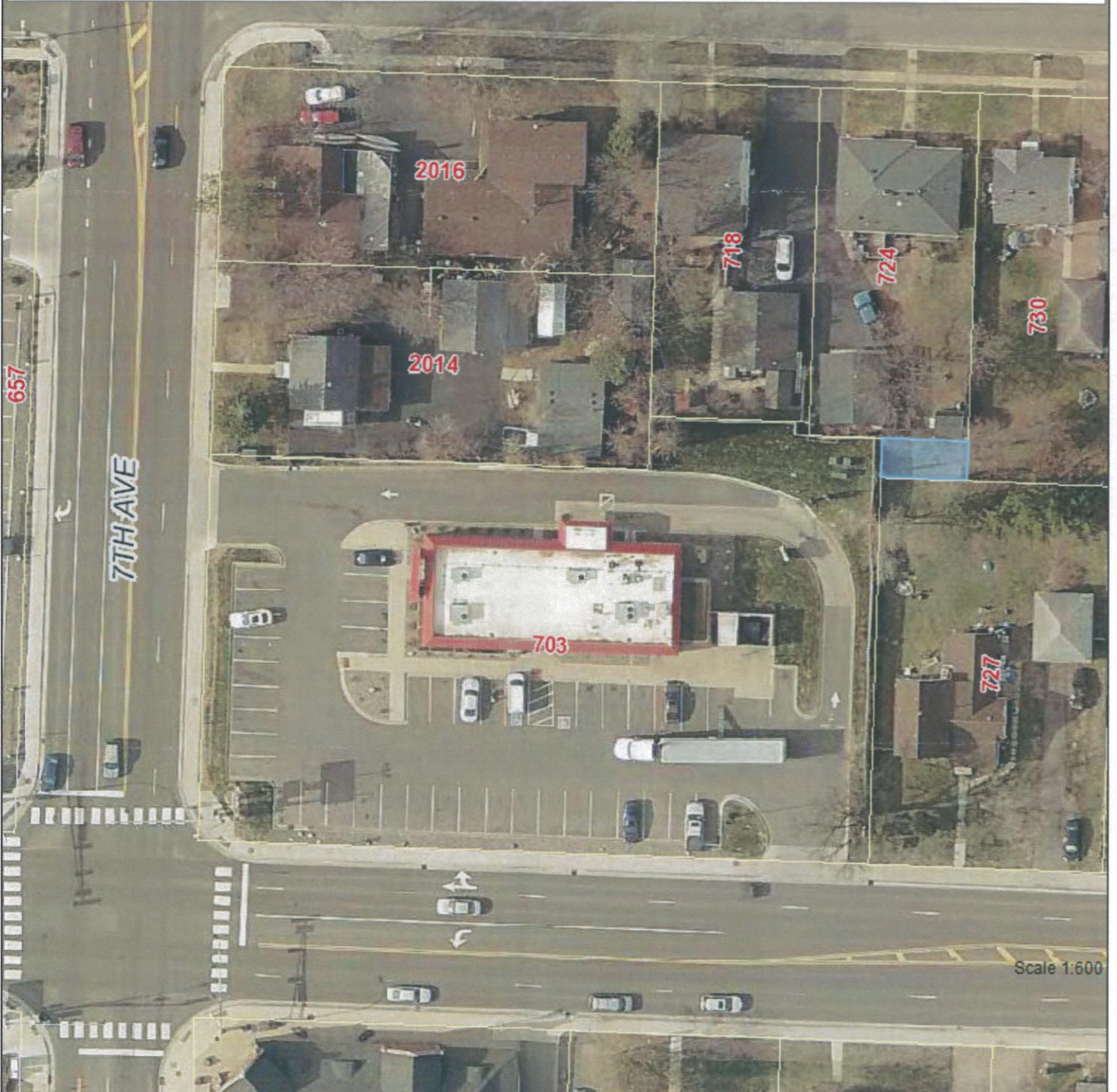
The CITY COUNCIL of the
CITY OF ANOKA

BY Phil Rice
(MAYOR)



06-31-24-43-0071

Anoka



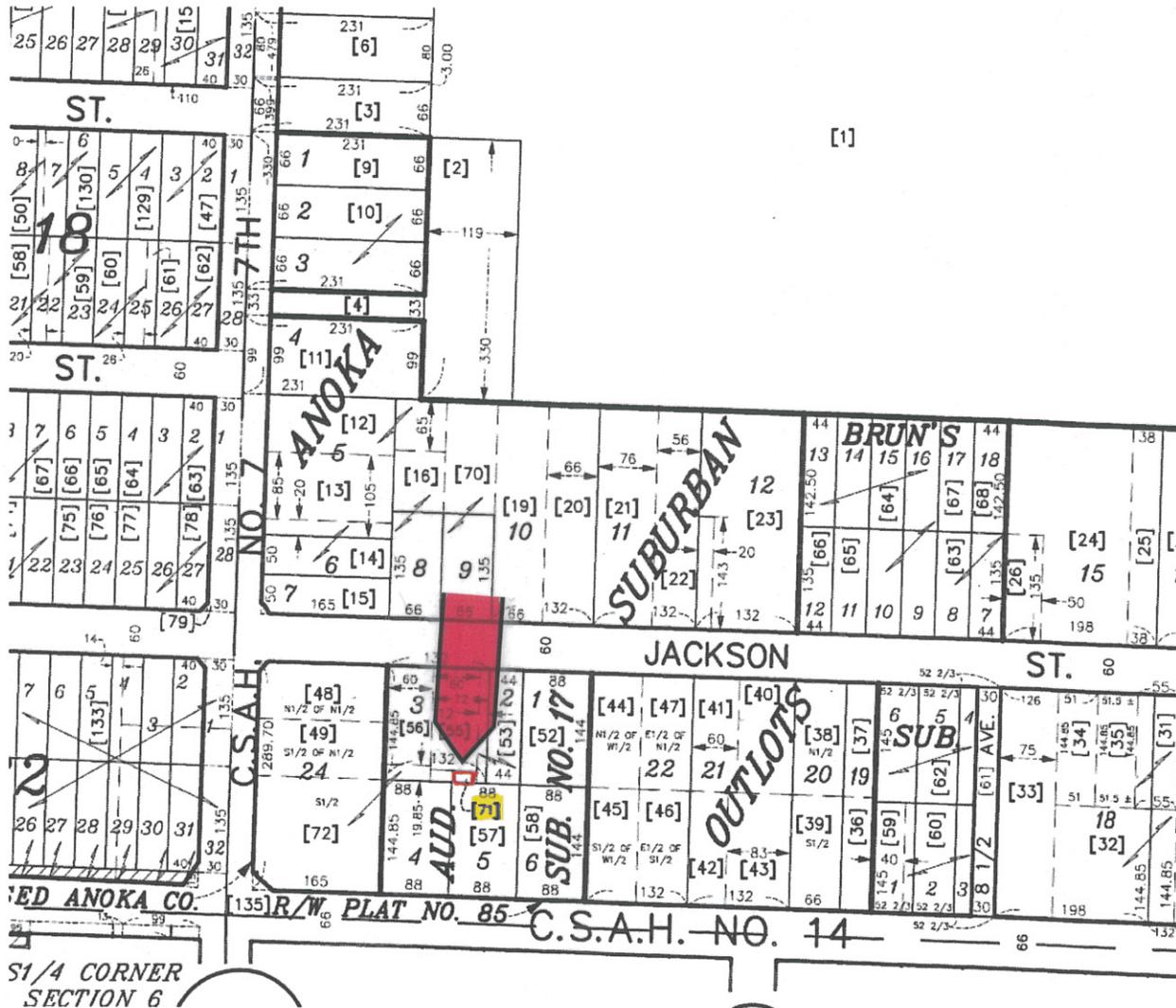
Scale 1:600



06-31-24-43-0071

Anoka

Schulte



COUNCIL MEMO FORM

9.10

Meeting Date	January 20, 2015
Agenda Section	Ordinances & Resolutions
Item Description	RES/Revision of Annual Appointments of Representation to Various Committees
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

At your 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 make to that schedule of appointments.

Appoint _____ as the Representative and _____ as the Alternate to the Anoka County Fire Protection Council.

FINANCIAL IMPACT

None.

REQUESTED COUNCIL ACTION

Adopt the resolution making this appointment.



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2015-

WHEREAS, on January 5, 2015 the Anoka City Council adopted Resolution RES-2015-013;
and

WHEREAS, within that resolution, as Exhibit B, was the appointment of individuals to serve
on various boards/committees that the City of Anoka has representation on; and

WHEREAS, the City would like to add the following appointment to that list of appointments:

1. Appointment of _____ and alternate _____ to the
Anoka County Fire Protection Council.

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

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

2015 REPRESENTATION ON VARIOUS COMMITTEES

BOARD/ORGANIZATION	2013	2014	2015
ABLA, Anoka Business & Landowners Association	Mark Freeburg <i>Alternate: Jeff Weaver</i>	Mark Freeburg <i>Alternate: Jeff Weaver</i>	Mark Freeburg <i>Alternate: Jeff Weaver</i>
Anoka-Champlin Joint Powers Fire Board	Mark Freeburg Tim Cruikshank, City Manager <i>Alternate: John Mann</i> <i>Alternate: Phil Johanson, Police Chief</i>	Mark Freeburg Tim Cruikshank, City Manager <i>Alternate: John Mann</i> <i>Alternate: Phil Johanson, Police Chief</i>	Mark Freeburg Tim Cruikshank, City Manager <i>Alternate: Wayne Anderson</i> <i>Alternate: Phil Johanson, Police Chief</i>
Anoka County Fire Protection Council			<i>Alternate: _____</i>
Anti-Crime Commission	Steve Schmidt	Steve Schmidt	Steve Schmidt
Beautification Committee	Mark Freeburg	Mark Freeburg	Mark Freeburg
Community School Advisory Council	Lisa LaCasse, Recreation Supervisor	Lisa LaCasse, Recreation Supervisor	Lisa LaCasse, Recreation Supervisor
Joint Law Enforcement Council	Jeff Weaver <i>Staff: Phil Johanson, Police Chief</i>	Jeff Weaver <i>Staff: Phil Johanson, Police Chief</i>	Jeff Weaver <i>Staff: Phil Johanson, Police Chief</i>
LMA, Landlord & Managers Association	Ray Fuglie, PMC Police Liaison	Ray Fuglie, PMC Police Liaison	Ray Fuglie, PMC Police Liaison
LRRWMO, Lower Rum River Water Mgmt Organization	Carl Anderson <i>Alternate: Jeff Weaver</i>	Carl Anderson <i>Alternate: Jeff Weaver</i>	Carl Anderson <i>Alternate: Jeff Weaver</i>
MMPA, MN Municipal Power Agency	Steve Schmidt <i>Alternate: Dan Voss/Ed Evans</i>	Steve Schmidt <i>Alternate: Dan Voss/Ed Evans</i>	Steve Schmidt <i>Alternate: Dan Voss/Ed Evans</i>
MMUA, Minnesota Municipal Utilities Assoc.	Ed Evans <i>Alternate: Dan Voss/Steve Schmidt</i>	Ed Evans <i>Alternate: Dan Voss/Steve Schmidt</i>	Ed Evans <i>Alternate: Dan Voss/Steve Schmidt</i>
Metro Cities	Steve Schmidt	Steve Schmidt	Steve Schmidt
Twin Cities Gateway	Pete Turok Jeff Weaver	Pete Turok Jeff Weaver	Pete Turok Jeff Weaver
NCDA, Northstar Corridor Development Authority	Carl Anderson <i>Alternate: Carolyn Braun, Planning Dir</i>	Carl Anderson <i>Alternate: Carolyn Braun, Planning Dir</i>	Carl Anderson <i>Alternate: Carolyn Braun, Planning Dir</i>
NMMA, North Metro Mayor's Assoc.	Phil Rice Tim Cruikshank, City Manager	Phil Rice Tim Cruikshank, City Manager	Phil Rice Tim Cruikshank, City Manager
NWACC, Northwest Anoka County Community Consortium	Carl Anderson <i>Youth First: Diane Henning</i> <i>Alternate: Investigator Juvenile Srgt</i>	Carl Anderson <i>Youth First: Diane Henning</i> <i>Alternate: Investigator Juvenile Srgt</i>	Carl Anderson <i>Youth First: Diane Henning</i> <i>Alternate: Investigator Juvenile Srgt</i>
QCCC, Quad Cities Cable Communications Commission	Carl Anderson Tim Cruikshank, City Manager	Carl Anderson Tim Cruikshank, City Manager	Carl Anderson Tim Cruikshank, City Manager

COUNCIL MEMO FORM

12.1

Meeting Date	January 20, 2015
Agenda Section	Updates & Reports
Item Description	Tentative Agendas
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

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

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

Request Council review and discuss upcoming agenda(s).



City Council - Worksession
Monday, January 26, 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 Update; Cottages.
 - 3.2 Discussion; RFP 10XX Madison St/Jefferson St.
 - 3.3 Discussion; Non-Motorized Crossing Project - Decision on barrier design options.
 - 3.4 Discussion; Consideration of Extension of Listing Agreement with Shingobee For Land at CSAH 116/7.
4. **ADJOURNMENT**



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.*
5. **PUBLIC HEARING(S)**
6. **CONSENT AGENDA**
 - 6.1 Verified Bills.
 - 6.2 Revising & Setting Council Calendars.
7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**
 - 9.1 ORD/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 Joint Powers Agreement with the City of Ramsey; Sewer/Water Services.
10. **UNFINISHED BUSINESSES**
11. **NEW BUSINESS**
12. **UPDATES & REPORTS**
 - 12.1 Tentative Agendas.



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 74-256.
(1st reading)
 - 7.1.B RES/Conditional Use Permit; 415 Pierce St.
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**
 - 9.1 RES/2015 Parking Lot & Alley Project - Approve Bids, Award a Construction Contract.
10. **UNFINISHED BUSINESSES**

11. NEW BUSINESS

11.1 Discussion on Transfer of Ownership for Comcast.

12. UPDATES & REPORTS

12.1 4th Quarter Financial Report.

12.2 Tentative Agendas.

ADJOURNMENT



City Council - Regular Meeting

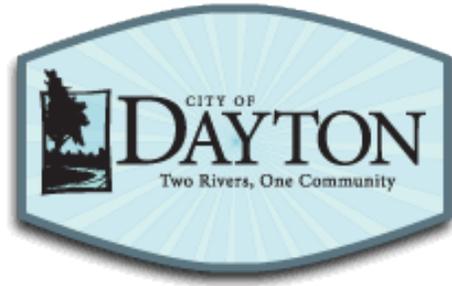
Monday, March 2, 2015 - 7:00 p.m.

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.*
 - 4.1
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 74-256.
(2nd reading)
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**
10. **UNFINISHED BUSINESSES**
11. **NEW BUSINESS**
 - 11.1 .
12. **UPDATES & REPORTS**
 - 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.
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 .
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
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:
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**
 - 9.1 RES/2015 SRP; Monroe St - Approve Bids, Award a Construction Contract.
 - 9.2 RES/2015 SRP; Slab Town - Approve Bids, Award a Construction Contract.
10. **UNFINISHED BUSINESSES**
11. **NEW BUSINESS**
 - 11.1 .
12. **UPDATES & REPORTS**
 - 12.1 Tentative Agendas.

ADJOURNMENT