



City Council - Regular Meeting

Tuesday, July 5, 2016 - 7:00 p.m.

Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 June 20, 2016 Regular Mtg.
4. **OPEN FORUM** **The open forum is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and address for the record. Rules of Conduct as listed in the public folder provided at the entrance of the Council Chambers must be adhered to.*
5. **PUBLIC HEARING(S)**
6. **CONSENT AGENDA**
 - 6.1 Verified Bills.
 - 6.2 Revising & Setting Council Calendars.
 - 6.3 Recommended Approval of an LG240B Bingo Permit; Anoka Halloween at Anoka Legion Oct 17 & 24, 2016.
 - 6.4 Issuance of a Tree Care License; Living Waters Tree Service.
7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**
 - 9.1 RES; Appointing Election Judges for 2016 General Election.
 - 9.2 ORD/Amending Chpt 48; Article II, Rental Licensing. (2nd reading)
RES/Summary Resolution; Chpt 48, Article II, Rental Licensing.
 - 9.3 ORD/Amending 2016 Master Fee Schedule; Rental Licensing. (2nd reading)
 - 9.4 ORD/Granting an Easement to City of Champlin for Champlin Substation. (2nd reading)
 - 9.5 ORD/Opt-Out, Temporary Healthcare Housing. (1st reading)
 - 9.6 ORD/Approving Lease Agreement & First Amendment with Dennis & Beverly Medved; Riverplace Duplexes. (1st reading)
 - 9.7 RES/Approving 2016 Budget Amendment; Downtown Security Officers.

10. UNFINISHED BUSINESSES

11. NEW BUSINESS

12. UPDATES & REPORTS

12.1 Tentative Agendas.

ADJOURNMENT

COUNCIL MEMO FORM

3.1

Meeting Date	07-05-2016
Agenda Section	Council Minutes
Item Description	Various City Council Meeting Minutes
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

Included in your packet are minutes (s) of previous Council meetings, worksessions, special meetings, etc. Minutes must be approved by the City Council and are kept permanently in the official City Council Minute Book.

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

Approval of minutes.

**REGULAR MEETING OF THE ANOKA CITY COUNCIL
ANOKA CITY HALL
CITY COUNCIL CHAMBERS
JUNE 20, 2016**

1. CALL TO ORDER

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

2. ROLL CALL

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

Staff present: City Manager Greg Lee; Finance Director Lori Yager; Housing Manager Darin Berger; Associate Planner Chuck Darnell; Electric Utility Director Dan Voss; and Recording Secretary Cathy Sorensen.

Absent at roll call: None.

3. COUNCIL MINUTES

3.1 Minutes of June 6, 2016, Regular Meeting.

Motion by Councilmember Anderson, seconded by Councilmember Freeburg, to waive the reading and approve the June 6, 2016, Regular Meeting minutes.

Vote taken. All ayes. Motion carried.

4. OPEN FORUM

4.1 Audit Presentation.

Finance Director Lori Yager introduced Lisa Desotelle of Wipfli to share the annual audit presentation. She said the results of the audit were good and resulted in an unmodified or clean opinion with no exceptions reported by Minnesota Legal compliance. Ms. Desotelle shared this is Anoka's 34th year receiving the GFOA Certificate of Achievement for Excellence in Financial reporting and complimented staff on the good work they do.

4.2 George and Nancy Cassett, said they would like to purchase the City-owned lot on Madison Street and River Avenue in order to build a home.

Mr. Lee said this area is zoned Medium Density for rowhomes and that staff will be reviewing the Comprehensive Plan next year and said the Council may wish to

change the vision for this area which may not include a single family lot. He noted the Park Board also views this lot as park property for park uses only and said that issue will need to be addressed. He said this lot could be for sale in the future but suggested Council wait at this time.

Councilmember Freeburg inquired about the two other homes to the north. Mr. Lee said staff has not contacted those property owners.

Mayor Rice said the entire block is on the evening's agenda for consideration and referred to 1803 1st Avenue as part of an overall plan that was sold to a private owner which could be a concern coming up. He said there could be changes in ownership for some of the lots depending on actions taken tonight which would make it even less likely to sell this lot to a private owner.

Councilmember Weaver confirmed that the City owns this lot and not the Housing and Redevelopment Authority (HRA). Mayor Rice said the City also owns 1807 Madison.

Councilmember Schmidt noted 1813, 1814 and 1819 Madison are owned by the Lehns.

Mayor Rice noted the City could not sell any lots without listing them first. Councilmember Schmidt agreed, adding this lot is not part of the parcels being offered.

Councilmember Weaver stated the Cassetts' inquiry is now part of the discussion.

Virginia Leven, Anoka, said the State updated the Cottage Food law July 1 which allows home baking and cottage food registration, which the City does not allow and said she would like to bake products for sale at home and expand her cooking business. She said the Department of Agriculture oversees selling and labeling requirements and currently has 1,371 registered home bakers in Minnesota with 50 applications pending.

Associate Planner Chuck Darnell said the City's home occupation ordinance prohibits food preparation for sale as cities can be more prohibited and said this activity would require a code amendment.

Councilmember Weaver said he liked the energy and passion of this proposal and asked for the topic to be included in an upcoming worksession.

Mr. Lee suggested this topic be scheduled for July 22. Mr. Darnell suggested bringing to the July Planning Commission workshop agenda first for consideration.

Councilmember Schmidt suggested Ms. Leven contact Anoka County as well to see what may be required.

5. PUBLIC HEARING(S)

None.

6. CONSENT AGENDA

Motion by Councilmember Weaver, seconded by Councilmember Schmidt, to approve Consent Agenda 6.1 through 6.5.

- 6.1 Approved Verified Bills.
- 6.2 Revising and Setting Council Calendars.
- 6.3 Consideration of Waiving Monetary Limits for Liability Coverage and Annual Insurance.
- 6.4 Issuance of Tree Care License; YTS Companies, LLC.
- 6.5 Recommended Approval of an LG220 Gambling Permit; Anoka Rotary Club; Raffle at Green Haven Golf Course and Event Center, November 9, 2016.

Vote taken. All ayes. Motion carried.

7. REPORTS OF OFFICERS, BOARDS AND COMMITTEES

7.1 Planning Items.

7.1.A. RES/Variance; 1423 4th Avenue.

RESOLUTION

Mr. Darnell shared a staff report with background information to the Council stating the applicant, Alan Untereker, has requested a variance to allow for the construction of a new deck at 1423 4th Avenue that will result in a rear yard setback that is smaller than the minimum rear yard setback required. The deck that is being proposed would be located 15.5 feet from the rear property line. The applicant had a deck on the property in a similar location, but it was removed because it was in poor condition. That deck was nonconforming, as it was located only 17.5 feet from the rear property line. The applicant would like to expand the size of the deck to create a more functional space, which is resulting in the variance request for the smaller rear yard setback.

Councilmember Freeburg said he is in favor of variances when appropriate and have neighborhood support as they result in improvements to some difficult lots in the City.

Motion by Councilmember Freeburg, seconded by Councilmember Weaver, to adopt a resolution adopting a variance for 1423 4th Avenue.

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

7.1.B. RES/Preliminary Plat; 1 Vista Way.

RESOLUTION

Mr. Darnell shared a staff report with background information to the Council stating the applicant, AD Center, LLC - property owner at 1 Vista Way, proposes to replat private and city-owned land that is located on the northeast corner of Thurston Avenue and Highway 10. The purpose of the plat is to create a development parcel in the center of the existing property, and plat other areas as right-of-way and outlot to allow for the construction of Green Haven Parkway and required stormwater management infrastructure in the future. The preliminary plat encompasses 24.11 acres which includes 4 existing lots.

Councilmember Freeburg asked if the pump house for irrigation is of any concern. Mr. Darnell said the pump house is being proposed to be relocated as part of site plan review.

Councilmember Weaver asked if the right-of-way for the new backage road is enough frontage for golf carts. Mr. Darnell shared that Green Haven Parkway and will accommodate that type of traffic along a 12-foot trail.

Councilmember Anderson said he presumes the right-of-way goes to Outlot B. Mr. Darnell said the right-of-way will not be in the plat area but the future roadway will go through Outlot B.

Motion by Councilmember Weaver, seconded by Councilmember Freeburg, to adopt a resolution approving a preliminary plat for 1 Vista Way/Green Haven Parkway Addition.

Councilmember Schmidt said the City is blessed to have this corporate business expand by 61,000 square feet and said it reflects confidence in the industry and Anoka.

Councilmember Weaver agreed, stating Federal Premium provides ammunition to the military, outdoor recreational, and electric utility and will provide jobs and employment.

Councilmember Freeburg thanked Federal Premium for expanding in Anoka.

Mayor Rice said part of the 61,000-square foot expansion was a large investment and will accommodate more growth. He referred to the scenic route on site and said he is proud to have them in Anoka.

Councilmember Schmidt said they already have signs posted about hiring and said many generations of employee work there.

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

7.1.C. RES/Final Plat; 1 Vista Way.

RESOLUTION

Mr. Darnell shared a staff report with background information to the Council stating the applicant, AD Center, LLC - property owner at 1 Vista Way, is requesting approval of the final plat for Green Haven Parkway Addition. The land that will be replatted encompasses the property that is addressed 1 Vista Way, 1 additional lot, and 2 surrounding outlots. The Planning Commission held a public hearing on June 7, 2016 and recommended approval of the preliminary plat for Green Haven Parkway Addition. Staff believes that the final plat is in significant agreement with the preliminary plat.

Motion by Councilmember Freeburg, seconded by Councilmember Anderson, to adopt a resolution granting final plat approval for 1 Vista Way/Green Haven Parkway Addition.

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

7.1.D. RES/Site Plan; 1 Vista Way.

RESOLUTION

Mr. Darnell shared a staff report with background information to the Council stating the applicant, AD Center, LLC - property owner at 1 Vista Way, has submitted an application for site plan review to construct a single story 61,000 sf. building expansion on the north side of the existing

office/warehouse building. Truck traffic will use the north access drive to enter the property from Green Haven Parkway, and will enter a secure loading bay area on the east side of the building. The existing gravel parking area, which is a nonconforming parking surface, will be updated to bituminous, as required by Anoka City Code upon the need for a site plan review.

Councilmember Schmidt asked if there needs to be expansion of storm water drainage when Green Haven Parkway is constructed. Mr. Darnell said that is included in the maintenance agreement within the development agreement.

Mayor Rice inquired about the line for trailer and truck parking and if that is a separation that would not allow vehicles to pass through. Mr. Darnell said there will be a secured chain link fence as the area needs to be secured with a gate on the north end.

Mayor Rice said some traffic will be coming from the north and west and exiting at Thurston to access the site and would it be appropriate to have access at the north end of the employee lot to allow those coming from Thurston Avenue side. Mr. Darnell said they could allow a future access point and if the building became multi-tenant it could be explored earlier.

Mayor Rice referred to future grade changes to Highway 10 and that Thurston is not an attractive exit to the building.

Councilmember Weaver asked if access on the northwest corner will have enough turning radius. Mr. Darnell said Engineering has determined the access will be fine, adding Bolton-Menk recommended this alignment.

Councilmember Weaver confirmed there will be proper sight lines as well.

Mayor Rice referred to Green Haven Parkway and the backage road. Mr. Darnell said this will be separate project with Green Haven Parkway at a different time and that the development agreement outlines the phases.

Mayor Rice said he has seen an outline of the outlot to provide for Green Haven Parkway and asked for more information. Mr. Darnell shared the proposed design for the parkway stating it is consistent with the site plan.

Motion by Councilmember Weaver, seconded by Councilmember Anderson, to adopt a resolution granting site plan approval for 1 Vista Way/ Green Haven Parkway Addition.

Mayor Rice thanked the applicant on their continued success and wished them the best.

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 ORD/Amending Chapter 48; Article II Rental Licensing. (1st Reading)

Mr. Darnell shared a staff report with background information to the Council stating staff has begun to ensure that all rental property owners are complying with the requirements of the City's rental licensing program and is proposing changes to the rental licensing ordinance to increase the efficiency with which staff can administer the rental licensing program, and also to better allow staff to ensure that the purpose of the rental licensing program is being accomplished. The City Council discussed this item at their April 25, 2016 worksession, and provided guidance for staff on how to proceed with making updates to the rental licensing ordinance. The changes that staff is proposing to the rental licensing ordinance reflect the discussion that occurred at the worksession meeting. Staff is bringing forward the proposed changes at this time to ensure that they are in place before the rental license renewal process begins in late 2016.

Mr. Darnell reviewed the exempted list, including group homes, homeless shelters, and day cares.

Councilmember Schmidt said he was under the impression that we cannot regulate exemptions. Mr. Darnell said there is nothing in the rental licensing requirements for state-licensed facilities as they are already inspected and should not be subject to additional inspections.

Councilmember Anderson inquired about staggering the inspections versus having a very large workload every three years. Mr. Darnell said they conduct almost 500 renewals annually now which would be devoted to inspections instead. He said the goal is to inspect one third of the licenses each year.

Councilmember Freeburg said he is pleased to have Mr. Darnell on staff. He said Anoka has a very diverse stock of rental property and that this proposal is not as intrusion but still provides safe housing without retaliation, which has been a burden on the City.

Motion by Councilmember Freeburg, seconded by Councilmember Anderson, to hold first reading of an ordinance amending Chapter 48; Article II. Rental Licensing of the Code of the City of Anoka, Minnesota.

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

9.2 ORD/Amending 2015 Master Fee Schedule; Rental Licensing.
(1st Reading)

Mr. Darnell shared a staff report with background information to the Council stating as part of the updates to the rental licensing ordinance, staff is proposing some minor changes to the City's 2016 Master Fee Schedule. Currently, the rental licensing ordinance lists a conversion fee and a nuisance call fee, but those fees are not specifically stated in the fee schedule. Staff is proposing the addition of a \$100 conversion fee, which would apply when an existing single family home is proposed to be converted to a rental property. This \$100 fee would be the same as the existing re-instatement fee. Staff is also proposing that a nuisance fee be added to the fee schedule. The nuisance fee would be \$250 dollars for the first required notification, and staff is proposing that the fee doubles to \$500 in the event of a repeat nuisance call notification. Staff is proposing to keep the annual license fee the same at \$80 per property, plus \$2 for each additional unit. However, by switching to a 3-year license renewal process, an applicant would be required to pay for three years of license fees at the time of renewal.

Councilmember Schmidt asked if the fee would be transferrable. Mr. Darnell said the fee would be transferrable with 30 days-notice.

Councilmember Schmidt suggested including a refund if the use is changed. Mr. Darnell said staff could add that language to the second reading.

Mayor Rice agreed, stating our goal is to have owner-occupied property and that refund could incentivize that goal.

Mr. Darnell said staff is not always made aware of an ownership change so if they know there will be a refund that will help keep records updated.

Mayor Rice said every three years we could reduce those fees for those who have had inspections for the first two years to get on board for the three-year cycle. He said he would like to see the inspection fee for a formal complaint dropped as it makes them vulnerable, adding that is not a frequent occurrence and is the City's responsibility to check and provide for safety of residents.

Mr. Darnell said that portion could be removed from second reading and applied to Chapter 48.

Councilmember Weaver said some use the complaint process when they cannot pay their rent to get the landlord in trouble.

Mayor Rice said the landlord is paying the inspection fee and would be rewarding the resident who is trying to sting the owner.

Mr. Darnell said complaints from tenants that are not life safety issues are asked to be given to the property owner to fix and if ignored then the City gets involved.

Councilmember Schmidt asked if a letter to a landlord would not trigger the \$100 complaint fee. Mayor Rice said the fee would only be triggered by inaction of a landlord.

Motion by Councilmember Freeburg, seconded by Councilmember Schmidt, to hold first reading of an ordinance amending the 2016 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.

9.3 RES/Approving Property Exchange with Anoka HRA; 1807 1st Avenue (City) and 2810 Fair oak (HRA).

RESOLUTION

Housing Manager Darin Berger shared a staff report with background information to the Council stating in 2011, the Housing and Redevelopment Authority (HRA) purchased the property at 2810 Fair oak Avenue. At this time, the City was in the process of working through the Greens of Anoka Redevelopment Plan and the HRA was likely to play a role in redevelopment in this area. Since then, however, the HRA's role in this area has diminished and the City has become the lead on any future redevelopment projects. In response to Walker Methodist's interest in assembling a complete property for their Walker Plaza Gardens project, HRA Staff tried diligently to work out a deal to acquire 1812 1st Avenue from Beehive Partners, LLC. The timing for the parties involved did not work out and we proceeded without the parcel. There has since been some interest shown in assembling additional land between River Avenue and 1st Avenue for a potential future private redevelopment. This would include the City owned parcel at 1807 1st Avenue if this property exchange were to go through. In order to make this happen, the City will need to transfer ownership of this parcel to the HRA and the HRA will transfer ownership of 2810 Fair oak Avenue to the City. Once the HRA has ownership of 1807 1st Avenue, ownership will be conveyed to Beehive Partners, LLC and Beehive Partners, LLC will convey ownership of 1812 1st Avenue to the HRA. To complete the process, the HRA will sell 1812 1st Avenue to Walker Methodist Plaza Gardens, LLC to allow for a larger, more complete site for additional landscaping and screening.

Councilmember Freeburg confirmed there is no structure on 1812 1st Avenue. Mr. Berger said there is no structure on either 1812 1st Avenue or 2810 Fair oak.

Councilmember Weaver inquired about the price. Mr. Berger said \$20,000 is a fair market value for that lot size in that area.

Councilmember Freeburg asked about lot dimensions. Mr. Berger said the lot size for 1812 1st Avenue is 45x132.

Motion by Councilmember Freeburg, seconded by Councilmember Weaver, to adopt a resolution approving property exchange with Anoka HRA; 1807 1st Avenue (City) & 2810 Fairoak Avenue (HRA).

Mayor Rice said it makes sense for Walker Plaza and moves others into a new direction.

Councilmember Schmidt said the City was the driver in this project but noted we are accomplishing this for a private investor.

Mayor Rice said someone had interest in Beehive in order to collect properties for future projects.

Councilmember Schmidt said 1807 1st Avenue was paved for overflow parking and is a 90-foot lot. Mr. Berger said the lot is 66x132 feet and seldom used and that Weis Builders has been using it for parking during the Walker Plaza project.

Councilmember Freeburg asked if the lot is available for parking. Mr. Berger said the lot is available for public parking.

Councilmember Weaver asked who maintains the lot if under private ownership. Mr. Berger said they are still working through that issue but said it will not be the City.

Mayor Rice said the lot is used more than seldom and said it is not inconvenient so he would be willing to lease it for a nominal fee as contract parking.

Mr. Lee said they could use the lot for overflow events for Aitkin Park.

Councilmember Schmidt said we will be losing some parking so this should be palatable with Beehive.

Mr. Lee asked if staff should market the lot immediately or wait for a larger plan. Mayor Rice said things are going to change in this area so it is reasonable to look at this area for any expandable projects as they could be very attractive properties.

Councilmember Schmidt asked if the lease for parking will require additional Council approval. Mr. Berger said staff could add a stipulation to address the parking.

Mayor Rice agreed, stating this is costing the City in parking.

Councilmember Freeburg said he could amend his motion to include allowing for free parking until a proposal comes forward for a project.

Mr. Lee said the lessee could be listed as a hold harmless in the lease agreement based on staff reaching an agreement with Beehive to have the lot remain as parking or it could be brought back to the next meeting.

Councilmember Weaver said we should not postpone action as it could slow Walker Plaza down, adding staff has this latitude.

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

9.4 RES/Approval of Intent to Reimburse Expenditures from Bond Proceeds.

RESOLUTION

Ms. Yager shared a staff report with background information to the Council stating the City of Anoka is currently working on storm water improvement projects throughout the City. Staff is recommending that the City issue storm water bonds to provide funding for the current and future projects. Approval of this resolution is essential for funding the 2016 projects already underway in the Storm Water fund.

Motion by Councilmember Schmidt, seconded by Councilmember Freeburg, to adopt a resolution declaring the official intent of the City of Anoka to reimburse certain expenditures from the proceeds of bonds to be issued by the City.

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

9.5 RES/Calling for Sale of 2016B Bonds; Stormwater Utility.

RESOLUTION

RES/Credit Enhancement 2016B.

RESOLUTION

Ms. Yager said staff is proposing the issuance of Storm Water Utility Revenue bonds to pay for improvements to the storm water system. There are several storm water utility improvements occurring in 2016 and 2017 and as alternative to internal lending, staff is proposing to issue bonds, preserving internal lending options for other City projects. The storm water improvements include Bonnell

Park, two 2016 street renewal projects, the river outfall repair, Goodrich Field, Brisbin Park and two 2017 street renewal projects. The projects are expected to total over \$2 million. Staff is also recommending authorization to enter into a credit enhancement program agreement with the Minnesota Public Facilities Authority. This program is a way for cities to improve the credit rating for a particular bond issue. The cost of this program application is \$500. The potential savings of an improved rating through Standard and Poors is about \$16,000 over the life of the bonds.

Councilmember Weaver said he does not like to bond and asked if the 4% fee increase covers the bonds as we have other projects coming forward. Ms. Yager said the bonds will be paid from the fees and we will need to increase the fee 4% per year no matter what.

Councilmember Weaver said this seems like we are borrowing twice.

Mayor Rice said the other choice is to stop spending so much money. He said we have been extremely aggressive on our streets, which is good, but by issuing these bonds we improve our bond rating.

Ms. Yager said we are paying for credit enhancement which saves quite a bit on only these bonds.

Councilmember Weaver inquired about other bonds staff is contemplating. Ms. Yager said we will likely issue storm water revenue bonds in 2018 and 2020 and if these projects are less we could look at issuing less debt but said Council has identified some pretty high priority projects.

Councilmember Schmidt said next year's projects will be \$2 million and the following year \$3 million. He said statutory requirements for bond levels are based on what we have and we could issue \$30 million. He said we are at \$13 million in bonds and all but one are revenue G.O. bonds.

Ms. Yager said that amount applies to a limit is much smaller, adding TIF has other sources of revenue.

Shelly Eldridge with Ehlers and Associates reviewed the details of the bond issue and presale report for the G.O. Storm Water Utility Revenue.

Councilmember Weaver said he understands the importance of infrastructure but his concern is repeated borrowing resulting in increased levies. Ms. Yager said this will not impact the levy as it is paid by fees on utility bills.

Councilmember Weaver said fees are taxes.

Mayor Rice said if we spend less we do not have to bond.

Councilmember Weaver said the CIP and ERP are wish lists that Council can say no to when the time comes. He said when the recession occurred we deferred many items and projects.

Councilmember Freeburg said but we paid for this later when we had to replace infrastructure through users' fees.

Ms. Eldridge reviewed the presale report and said in the last two weeks the tax exempt bond market is at historic lows. She said while this is not much of a consolation it is some and said the credit enhancement through the PFA helps the AA2 rating with Moody's. She said they will use the Standards and Poors triple bond rating of AAA for this bond to get the credit enhancement. Ms. Eldridge said 20-year bonds are callable in eight years and can be prepaid in eight years, adding the risk factor is G.O. bonds but are backed by the full faith and credit of Anoka. She said if there are not sufficient funds other revenues would be pledged, including a tax levy.

Mayor Rice asked what the bonds will cost us. Ms. Eldridge said the bonds will cost 2.3% over the life of bond or \$39,000 which is just over \$419,000 with the total interest charge, adding it depends on what the rates come in at.

Councilmember Weaver said he would rather pay us than Ehlers and Associates. Ms. Yager said there is an opportunity cost which is why staff is recommending this bond.

Mayor Rice said he is very interested in controlling spending so we do not have to bond in the future but said we are investing in Anoka

Councilmember Weaver said voting now keeps the conversation going.

Motion by Councilmember Anderson, seconded by Councilmember Schmidt, to adopt a resolution providing for the sale of \$1,850,000 general obligation utility revenue bonds, Series 2016B.

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

Motion by Councilmember Freeburg, seconded by Councilmember Schmidt, to adopt a resolution approving the credit enhancement for 2016B.

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

9.6 ORD/Granting an Easement to City of Champlin for Champlin Substation.
(1st Reading)

Electric Utility Director Dan Voss shared a staff report with background information to the Council stating the City of Champlin is requesting an easement to construct a cul-de-sac on 128th Lane. Approximately 50 feet lies within the southwest portion of the Champlin substation property. The City of Champlin will be responsible maintenance, repair and snow removal of the cul-de-sac. The easement has been reviewed by the City Attorney and has no impact on our site or substation.

Councilmember Schmidt asked if the new housing will be served by AMU. Mr. Voss said the new area will be served by Connexus Energy.

Councilmember Schmidt confirmed this will have no impact in serving our substation and confirmed the berm is around range 22. Mr. Voss said that is correct.

Mayor Rice asked if this will be outside our fenced area. Mr. Voss said the easement will be outside the fenced area.

Councilmember Weaver asked if the property will be owned by Champlin. Mr. Voss said it will but there will be no payment.

Councilmember Weaver said once the road is constructed will the easement be permanent and asked if any future enhancement of the substation such as expansion or mechanical work could obstruct future changes. Mr. Voss said that will not occur.

Councilmember Freeburg said we own the site but Champlin cannot claim it because of the easement so there is no risk of losing property through adverse possession. Councilmember Schmidt said this will be a perpetual easement.

Motion by Councilmember Freeburg, seconded by Councilmember Anderson, to hold first reading of an ordinance granting an easement to the City of Champlin for constructing a cul-de-sac.

Councilmember Weaver said he wished the infrastructure would have been placed on that site. Mayor Rice said it is but outside the fenced area is City property.

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

9.7 RES/Recommended Approval of an LG214 Gambling Permit for ARAA and 201 Tavern.

RESOLUTION

Mr. Lee shared a staff report with background information to the Council stating the City has received an LG214 application from Anoka Ramsey Athletic Association (ARAA) requesting that they be allowed to obtain a Premise Permit to operate gambling at 210 Tavern & Grill, 201 Jackson Street. The Minnesota Gambling Control Board requires the municipality provide a recommendation or comment on the issuance of a premise permit. Mr. Lee said ARAA is eligible as they are headquartered in Anoka but only recently selected their location in Anoka. He said City Code states an organization must have headquarters in Anoka for two years but noted ARAA has been serving the City of Anoka for the last 22 years.

Mayor Rice asked if Kline has an office in Anoka. Mr. Lee said he did not think so but said we do open up sites to other organizations if no one comes forward. He said ARAA has to build a booth to sell pulltabs and that this will be quite an investment.

Mayor Rice asked if ARAA has other pull tab locations. Mr. Lee said they do, including some outside Anoka.

Motion by Councilmember Weaver, seconded by Councilmember Schmidt, to adopt a resolution recommending the issuance of a State issued LG214 Gambling License and Premise Permit for Anoka Ramsey Athletic Association (ARAA) at 201 Tavern & Grill, 201 Jackson Street, Anoka, Minnesota.

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

10. UNFINISHED BUSINESS

None.

11. NEW BUSINESS

11.1 Approve Capital Improvement Plan.

Ms. Yager shared a staff report with background information to the Council stating the final copy of the 2017 – 2021 five-year capital improvement plan for the City of Anoka has been provided. Council and staff reviewed this document in detail at the work session on Monday, May 23, 2016 where a few changes were recommended, including: reduced CSAH 7 & Grant signal replacement (\$162,583); remove Aquatic Center re-plaster (\$30,000) include in annual budget process; and remove duplicate Greenhaven Parkway (\$2,100,000). She said this document is a planning document and will be reviewed annually.

Councilmember Weaver asked if this document is posted. Ms. Yager said the CIP will be posted online and can be viewed at City Hall.

Councilmember Weaver said the CIP covers most every possible aspect of City business.

Councilmember Schmidt said the CIP includes substantial improvements at Green Haven and asked that the Green Haven sign on Highway 10 be replaced as it is washed out. He suggested a changeable readerboard in partnership with someone else for marketing opportunities.

Mr. Lee said the CIP includes all the elements of the Anoka Solution Trunk Highway 10 Plan and will be discussed at next week's worksession. He said staff will be asking if Council wants to proceed and take the lead for grants for Fairoak reconstruction in 2021.

Motion by Councilmember Freeburg, seconded by Councilmember Weaver, to approve the 2017-2021 Capital Improvement Plan.

Vote taken. All ayes. Motion carried.

11.2 Approve Equipment Replacement Plan.

Ms. Yager shared a staff report with background information to the Council stating the final copy of the 2017 – 2021 five-year equipment replacement plan for the City of Anoka has been provided. Council and staff reviewed this document in detail at the work session on Monday, May 23, 2016 and that one change was recommended to remove a copier from the 2017 plan. She said this is a planning document, which will be reviewed annually.

Motion by Councilmember Weaver, seconded by Councilmember Freeburg, to approve the 2017 – 2021 Equipment Replacement Plan.

Vote taken. All ayes. Motion carried.

12. **UPDATES AND REPORTS**

12.1 Bi-Annual Round-Up Report.

Ms. Yager shared a staff report with background information to Council updating the status of the "Round Up for Change" program regarding collections and disbursement of revenues. The round up program has been in place for over two years and staff is continuing to notice a decline in enrollment for rounding up of new customers. Round up participation has gone from 8,100 in 2012 to 6,382 in 2016. Donations for the current year are \$15,910. There were also undisbursed funds at the end of 2013 in the amount of \$3,530. As of May 31, 2016 there is a

balance of \$19,350 available for disbursement. The Annual budget for Youth First Community of Promise is \$17,000 and for Alexandra House it is \$8,000.

Mayor Rice asked if we are projecting forward additional funds after we disburse pledged amounts. Ms. Yager said we are still projecting forward additional funds.

12.2 Tentative Agenda(s).

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

12.2 Staff and Council Input.

Mr. Lee updated the Council on the TH 47 Ferry Street MnDOT meeting from 5-7pm for the railroad grade feasibility study. He said Anoka-Hennepin education center has different options such as over or under the tracks and that separate meetings with impacted property owners will be held. He said staff expects a feasibility study by August at which point we can proceed with design.

Mayor Rice said there will be many stakeholders interested that do not live or work in Anoka, including commuters.

Mr. Lee said this crossing is the highest ranked crossing in the State based on safety and will cost \$14 million compared to the Hanson Boulevard crossing in Coon Rapids at \$24 million. He said this crossing has 21,000 vehicles compared to Hanson at 12,000 with less fatalities too.

Mayor Rice said an overpass would be less expensive. Mr. Lee agreed, adding an underpass is highly unlikely but will be presented and reviewed.

Councilmember Freeburg inquired about 4th Avenue. Mr. Lee said the County has not been contacted but staff is moving forward with mill and overlay for 4th Avenue and Grant Street and being set up for turnbacks. He said staff is working with the County to get these roads in good condition, adding Grant Street is 44 feet wide which would be much narrower with a trailway. Mr. Lee said the County is upgrading the signal at Grant and 7th this year and will pay 75% of the cost which has not been budgeted so there are issues to address.

Councilmember Weaver inquired about people hanging around 2nd Avenue and Jackson Street and how this is being addressed. Mr. Lee said he has spoken with the Police Chief who is making adjustments with foot patrols and focusing on this area, including checking observation points to see what activities are occurring.

Councilmember Freeburg said people are sitting near the transformer which is a concern. Mr. Lee said staff is considering constructing a fence on top of the wall with pickets to prevent individuals hiding behind the wall.

Councilmember Weaver said it is very important that we are proactive in this matter.

13. ADJOURNMENT

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

Vote taken. All ayes. Motion carried.

Time of adjournment: 9:40 p.m.

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

Approval Attestation:

Amy T. Oehlers, City Clerk

DRAFT

COUNCIL MEMO FORM

6.1

Meeting Date	07-05-2016
Agenda Section	Consent Agenda
Item Description	Verified Bills
Submitted By	Lori Yager, Finance Director

CONSENT AGENDA

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

BACKGROUND INFORMATION

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

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

FINANCIAL IMPACT

Will vary from meeting to meeting.

COUNCIL ACTION REQUESTED

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

**Paid Bill List for Ratification
Bill List for July 5, 2016**

Page 1 of 5

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
136867	City of Brooklyn Center	06/16/2016	WSI Registration (4)	101	General Fund \$1,120.00
136868	Zachary Olson	06/15/2016	Payroll	101	General Fund \$78.96
136871	Carr's Tree Service, Inc	94113	Week of 05/16/2016	101	General Fund \$6,195.88
136871	Carr's Tree Service, Inc	94135	Week of 05/23/2016	101	General Fund \$2,567.87
136873	CenturyLink	7633233651 Jun	Communications	101	General Fund \$51.19
136873	CenturyLink	7634213343 Jun	Communications	101	General Fund \$468.65
136873	CenturyLink	7634217730 Jun	Communications	101	General Fund \$140.68
136873	CenturyLink	7633231091 Jun	Communications	101	General Fund \$202.35
136873	CenturyLink	7634211903 Jun	Communications	101	General Fund \$10.03
136873	CenturyLink	7633230326 Jun	Communications	101	General Fund \$20.05
136873	CenturyLink	7634211903 Jun	Communications	101	General Fund \$10.04
136873	CenturyLink	7633230326 Jun	Communications	101	General Fund \$20.04
136874	Cintas	470760297	Uniforms	101	General Fund \$28.03
136874	Cintas	470760290	Mats	101	General Fund \$139.02
136874	Cintas	470760292	Mats	101	General Fund \$41.80
136874	Cintas	470757082	Uniforms	101	General Fund \$28.03
136874	Cintas	470760288	Uniforms	101	General Fund \$53.00
136874	Cintas	470760288	Uniforms	101	General Fund \$9.22
136876	Dex Media East LLC	110095703 Jun 1	NW Suburban Yellow Pgs	101	General Fund \$17.50
136879	Fastenal Company	MNTC8141173	Parts / Supplies	101	General Fund \$396.65
136880	Gary Carlson Equipment	01-26290-0	Asphalt Rake	101	General Fund \$246.97
136882	Interstate Disposal	7452	Hauling/Disposal	101	General Fund \$280.96
136883	Johnson Controls	00073462712	Annual Contract - Greenha	101	General Fund \$2,085.00
136884	Lehmann's Repair	12540	Blower	101	General Fund \$949.98
136885	Marco, Inc	INV3378167	Copiers	101	General Fund \$4.73
136885	Marco, Inc	INV3378167	Copiers	101	General Fund \$62.70
136885	Marco, Inc	INV3378167	Copiers	101	General Fund \$36.09
136885	Marco, Inc	INV3378167	Copiers	101	General Fund \$287.02
136885	Marco, Inc	INV3309400	Service Copier	101	General Fund \$40.00
136885	Marco, Inc	INV3378167	Copiers	101	General Fund \$61.10
136885	Marco, Inc	INV3378167	Copiers	101	General Fund \$65.55
136885	Marco, Inc	INV3378167	Copiers	101	General Fund \$271.91
136885	Marco, Inc	INV3378167	Copiers	101	General Fund \$28.82

**Paid Bill List for Ratification
Bill List for July 5, 2016**

Page 2 of 5

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
136885	Marco, Inc	INV3378167	Copiers	101	General Fund \$78.08
136887	Minnesota Equipment	P07737	Mulch Blades	101	General Fund \$503.37
136887	Minnesota Equipment	P07739	Parts / Supplies	101	General Fund \$179.79
136890	MTI Distributing Company	1067996-00	Parts for Toro	101	General Fund \$182.25
136892	Rum River Brass	06/26/2016	2016 Concerts in the Park	101	General Fund \$600.00
136893	Safety Signs	161364	Galv Posts / Pipe	101	General Fund \$3,158.00
136894	Summit Fire Protection	1125922	Hood Cleaning	101	General Fund \$471.35
136895	Thyssen Krupp Elevator	3002589964	Elevator Maintenance	101	General Fund \$116.70
136895	Thyssen Krupp Elevator	3002589964	Elevator Maintenance	101	General Fund \$116.70
136895	Thyssen Krupp Elevator	3002589964	Elevator Maintenance	101	General Fund \$116.70
136895	Thyssen Krupp Elevator	3002589964	Elevator Maintenance	101	General Fund \$116.70
136896	TimeSaver Off Site Sec.	M22141	5/16/16 Council Meeting	101	General Fund \$205.23
136896	TimeSaver Off Site Sec.	M22171	5/23/16 Council Meeting	101	General Fund \$237.50
136896	TimeSaver Off Site Sec.	M22140	5/12/16 Econ Dev Mtg	101	General Fund \$169.50
136897	United Refrigeration, Inc.	51443010-00	High Press Cyl Deposit	101	General Fund \$160.00
136899	Zahl Equipment Company	0217575-IN	Monthly Inspections	101	General Fund \$196.75
136899	Zahl Equipment Company	0217576-IN	Monthly Inspections	101	General Fund \$191.75
137039	Anoka Co Property Record	521 May 2016	2016 Activity	101	General Fund \$230.00
137041	Border State Electric Suppl	911345158	Parts	101	General Fund \$212.75
137043	CenturyLink	7634276646 Jun	Communications	101	General Fund \$156.29
137044	Cintas	470761129	Mats	101	General Fund \$129.51
137045	City of Anoka Petty Cash	06/27/2016	Pizza for Acquatic Recruit	101	General Fund \$72.00
137047	City of St Paul	IN00016210	Asphalt Mix	101	General Fund \$4,902.30
137051	Metro Welding Supply LLC	169917	Compressed Gas	101	General Fund \$39.00
137052	Minneapolis/St Paul Busine	3088350 7/10/16	Subscription	101	General Fund \$105.00
137054	Nextel Communications	872559421-149	Cell Phones 05/15 - 06/14/1	101	General Fund \$27.42
137054	Nextel Communications	872559421-149	Cell Phones 05/15 - 06/14/1	101	General Fund \$992.77
137054	Nextel Communications	872559421-149	Cell Phones 05/15 - 06/14/1	101	General Fund \$409.39
137054	Nextel Communications	872559421-149	Cell Phones 05/15 - 06/14/1	101	General Fund \$16.80
137055	North Suburban Comm Ban	07/04/2016	2016 Concerts in the Park	101	General Fund \$900.00
137056	Rebyl Sports, Inc.	39846	Uniforms	101	General Fund \$1,083.00
137057	Safety Signs	1604565X	Signs - Towed Vehicles	101	General Fund \$170.04
137058	State Supply Company	497146	Parts / Supplies	101	General Fund \$120.64

**Paid Bill List for Ratification
Bill List for July 5, 2016**

Page 3 of 5

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
137060	Wright Tire Service	36831	Parts for Mowers	101	General Fund	\$340.20
137061	Wruck Sewer and Portable	833	ADA Rental	101	General Fund	\$117.84
<i>Fund Total</i>						\$32,845.14
137050	Menard Cashway Lumber	19121	Parts / Supplies	225	Cemetery	\$176.81
<i>Fund Total</i>						\$176.81
136889	MN Department of Labor	ALR062322I	Annual Elevator	260	Parking	\$100.00
136895	Thyssen Krupp Elevator	3002589964	Elevator Maintenance	260	Parking	\$116.70
137046	City of Roseville	0221554	Cameras/License Walker R	260	Parking	\$6,777.30
<i>Fund Total</i>						\$6,994.00
136886	Master Technology Group	508311	Cabling for New Phones	405	Building Improve	\$4,860.00
<i>Fund Total</i>						\$4,860.00
137039	Anoka Co Property Record	521 May 2016	2016 Activity	415	Road Improve	\$46.00
<i>Fund Total</i>						\$46.00
136871	Carr's Tree Service, Inc	94114	Week of 05/16/2016	600	Electric	\$792.03
136871	Carr's Tree Service, Inc	94115	Week of 05/16/2016	600	Electric	\$4,106.21
136871	Carr's Tree Service, Inc	94136	Week of 05/23/2016	600	Electric	\$4,283.36
136871	Carr's Tree Service, Inc	94137	Week of 05/23/2016	600	Electric	\$218.08
136873	CenturyLink	7634211903 Jun	Communications	600	Electric	\$10.04
136874	Cintas	470760287	Uniforms	600	Electric	\$136.10
136885	Marco, Inc	INV3378167	Copiers	600	Electric	\$96.80
136885	Marco, Inc	INV3378167	Copiers	600	Electric	\$8.55
136888	MN Department of Commer	1000034888	1st Qtr 2017 Assessment	600	Electric	\$4,722.83
137042	Carr's Tree Service, Inc	94242	Substations Sprayed	600	Electric	\$2,137.50
137054	Nextel Communications	872559421-149	Cell Phones 05/15 - 06/14/1	600	Electric	\$50.99
137054	Nextel Communications	872559421-149	Cell Phones 05/15 - 06/14/1	600	Electric	\$16.82
137054	Nextel Communications	872559421-149	Cell Phones 05/15 - 06/14/1	600	Electric	\$301.52
<i>Fund Total</i>						\$16,880.83
136870	Auto Zone Credit Plan	3080336113	Parts / Supplies	601	Water	\$10.13
136873	CenturyLink	7634211903 Jun	Communications	601	Water	\$10.04
136898	Verizon Wireless	9766398981	Communications	601	Water	\$70.04
<i>Fund Total</i>						\$90.21
136873	CenturyLink	7634211903 Jun	Communications	602	Sewer Treatment	\$10.03
136874	Cintas	470760289	Uniforms	602	Sewer Treatment	\$106.20

**Paid Bill List for Ratification
Bill List for July 5, 2016**

Page 4 of 5

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
137045	City of Anoka Petty Cash	06/27/2016	Add'l Vehicle Registration	602	Sewer Treatment	\$4.25
						\$120.48
<i>Fund Total</i>						
136873	CenturyLink	7634213070 Jun	Communications	609	Liquor Stores	\$60.38
136878	ECM Publishers	367726	Better Value Advtsg	609	Liquor Stores	\$244.12
136878	ECM Publishers	367724	Online Advtsg	609	Liquor Stores	\$15.00
136878	ECM Publishers	367722	Better Value Advtsg	609	Liquor Stores	\$244.12
136878	ECM Publishers	367728	Online Advtsg	609	Liquor Stores	\$15.00
136878	ECM Publishers	367730	Better Value Advtsg	609	Liquor Stores	\$244.12
136878	ECM Publishers	367726	Better Value Advtsg	609	Liquor Stores	\$244.13
136878	ECM Publishers	367728	Online Advtsg	609	Liquor Stores	\$15.00
136878	ECM Publishers	367732	Online Advtsg	609	Liquor Stores	\$15.00
136878	ECM Publishers	367724	Online Advtsg	609	Liquor Stores	\$15.00
136878	ECM Publishers	367730	Better Value Advtsg	609	Liquor Stores	\$244.13
136878	ECM Publishers	367722	Better Value Advtsg	609	Liquor Stores	\$244.13
136878	ECM Publishers	367720	Online Advtsg	609	Liquor Stores	\$15.00
136878	ECM Publishers	367732	Online Advtsg	609	Liquor Stores	\$15.00
136878	ECM Publishers	367720	Online Advtsg	609	Liquor Stores	\$15.00
137043	CenturyLink	7634271821 Jun	Communications	609	Liquor Stores	\$64.77
						\$1,709.90
<i>Fund Total</i>						
136873	CenturyLink	7633233651 Jun	Communications	614	Golf	\$9.03
136873	CenturyLink	7633230326 Jun	Communications	614	Golf	\$20.04
136874	Cintas	470760297	Uniforms	614	Golf	\$28.03
136874	Cintas	470757082	Uniforms	614	Golf	\$28.03
136881	Hornung's Golf Products, In	388790	Merchandise for Resale	614	Golf	\$88.57
137049	Hornung's Golf Products, In	388191	Merchandise for Resale	614	Golf	\$71.09
137049	Hornung's Golf Products, In	388876	Merchandise for Resale	614	Golf	\$134.39
137054	Nextel Communications	872559421-149	Cell Phones 05/15 - 06/14/1	614	Golf	\$27.42
						\$406.60
<i>Fund Total</i>						
136869	American Tire Distributors	S075908095	Tires Unit 420	701	Vehicle Maintenance	\$706.64
136873	CenturyLink	7634211903 Jun	Communications	701	Vehicle Maintenance	\$10.04
136874	Cintas	470760291	Mats / Misc	701	Vehicle Maintenance	\$82.54
136875	Cottens Automotive	194523	Parts / Supplies	701	Vehicle Maintenance	\$5.89
136875	Cottens Automotive	187904	Parts / Supplies	701	Vehicle Maintenance	\$8.03

**Paid Bill List for Ratification
Bill List for July 5, 2016**

Page 5 of 5

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
136877	East Main Auto & Tire	33541	Oil Change / Svc Unit 420	701	Vehicle Maintenance	\$97.29
137040	Auto Zone Credit Plan	3080328347	Supplies	701	Vehicle Maintenance	\$27.76
137045	City of Anoka Petty Cash	06/27/2016	Title Transfer for Vehicle	701	Vehicle Maintenance	\$18.00
137048	East Main Auto & Tire	33582	Coolant/Hose Unit 405	701	Vehicle Maintenance	\$82.80
137053	MN Department of Motor V	06/28/2016	License Plates for Unmarke	701	Vehicle Maintenance	\$18.00
137059	Warning Systems Inc,	3149	Printer Mounts Units 423/42	701	Vehicle Maintenance	\$616.00
<i>Fund Total</i>						\$1,672.99
136885	Marco, Inc	INV3381601	Utility Billing Printer	702	IT	\$883.00
<i>Fund Total</i>						\$883.00
136872	Center Point Energy	6400723917-7 Fi	Gas Utility	830	HRA	\$10.93
<i>Fund Total</i>						\$10.93
136891	Northern Construction	16861	Secure Property - 1806 2nd	840	Central Business	\$411.89
<i>Fund Total</i>						\$411.89
<i>Grand Total</i>						\$67,108.78

PAYROLL

PP 13

BILL LIST DATE

07/05/16

GROSS PAYROLL - REG	\$363,191.30
LESS EMPLOYEE SHARE OF BENEFITS	<u>(\$2,225.00)</u>
	\$360,966.30
EMPLOYER SHARE HEALTH INSURANCE	\$20,982.00
EMPLOYER SHARE FICA & MEDICARE	\$21,144.36
EMPLOYER SHARE PERA	<u>\$30,820.53</u>
	\$72,946.89
TOTAL PAYROLL	\$433,913.19

Bill List for July 5, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
136939	Andy's Service Auto Rep	103593	Service Sr Van	101 General Fund	\$115.26
136940	Anoka County Human Se	06/22/2016	Refund Season Pass Overchg	101 General Fund	\$42.89
136941	Anoka County Treasury	P160615A	2016 2nd Qtr Phone	101 General Fund	\$60.74
136941	Anoka County Treasury	P160615A	2016 2nd Qtr Phone	101 General Fund	\$36.45
136941	Anoka County Treasury	P160615A	2016 2nd Qtr Phone	101 General Fund	\$309.79
136941	Anoka County Treasury	P160615A	2016 2nd Qtr Phone	101 General Fund	\$151.86
136941	Anoka County Treasury	P160615A	2016 2nd Qtr Phone	101 General Fund	\$127.56
136941	Anoka County Treasury	P160615A	2016 2nd Qtr Phone	101 General Fund	\$60.74
136941	Anoka County Treasury	P160615A	2016 2nd Qtr Phone	101 General Fund	\$18.22
136941	Anoka County Treasury	P160615A	2016 2nd Qtr Phone	101 General Fund	\$185.87
136941	Anoka County Treasury	P160615A	2016 2nd Qtr Phone	101 General Fund	\$200.45
136941	Anoka County Treasury	P160615A	2016 2nd Qtr Phone	101 General Fund	\$323.83
136941	Anoka County Treasury	P160615A	2016 2nd Qtr Phone	101 General Fund	\$18.22
136941	Anoka County Treasury	P160615A	2016 2nd Qtr Phone	101 General Fund	\$12.15
136941	Anoka County Treasury	P160615A	2016 2nd Qtr Phone	101 General Fund	\$66.82
136941	Anoka County Treasury	P160615A	2016 2nd Qtr Phone	101 General Fund	\$12.15
136943	Applied Cconcepts, Inc.	289970	Ergonomic Remote	101 General Fund	\$113.50
136945	Aspen Mills	182130	Uniform - T Newton	101 General Fund	\$29.99
136945	Aspen Mills	182476	Uniform - E Algiers	101 General Fund	\$1,824.03
136945	Aspen Mills	182475	Uniform - E Peterson	101 General Fund	\$349.05
136945	Aspen Mills	182128	Uniform - Dominguez	101 General Fund	\$121.55
136945	Aspen Mills	182480	Uniform - J Carlson	101 General Fund	\$53.95
136945	Aspen Mills	182481	Uniform - M Whitaker	101 General Fund	\$434.80
136945	Aspen Mills	182770	Uniform - E Peterson	101 General Fund	\$161.70
136945	Aspen Mills	182479	Uniform - P Wesp	101 General Fund	\$501.35
136945	Aspen Mills	182478	Uniform - M Yates	101 General Fund	\$235.85
136945	Aspen Mills	182477	Uniform - M Antigua	101 General Fund	\$114.50
136954	Center Point Energy	80000141517 Jun 16	Gas Utility	101 General Fund	\$74.20
136954	Center Point Energy	80000141517 Jun 16	Gas Utility	101 General Fund	\$605.17
136954	Center Point Energy	80000141517 Jun 16	Gas Utility	101 General Fund	\$47.02
136954	Center Point Energy	80000141517 Jun 16	Gas Utility	101 General Fund	\$584.47
136954	Center Point Energy	80000141517 Jun 16	Gas Utility	101 General Fund	\$472.85
136954	Center Point Energy	80000141517 Jun 16	Gas Utility	101 General Fund	\$500.24
136954	Center Point Energy	80000141517 Jun 16	Gas Utility	101 General Fund	\$75.68
136954	Center Point Energy	80000141517 Jun 16	Gas Utility	101 General Fund	\$110.15

Bill List for July 5, 2016

<i>Check # Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
136954 Center Point Energy	80000141517 Jun 16	Gas Utility	101 General Fund	\$47.02
136955 Central Irrigation Supply	6049554-00	Rain Sensors	101 General Fund	\$118.20
136956 Cintas	470763504	Uniforms	101 General Fund	\$53.00
136956 Cintas	470763504	Uniforms	101 General Fund	\$9.22
136956 Cintas	470763506	Mats / Misc	101 General Fund	\$139.02
136956 Cintas	470763508	Mats / Misc	101 General Fund	\$41.80
136956 Cintas	470764350	Mats / Misc	101 General Fund	\$129.51
136956 Cintas	470767575	Mats / Misc	101 General Fund	\$129.51
136956 Cintas	470763513	Uniforms	101 General Fund	\$28.03
136956 Cintas	470766722	Uniforms	101 General Fund	\$141.94
136957 City of Minneapolis	400451000166	May 2016 APS Trans Fees	101 General Fund	\$1,412.10
136959 CMI, INC.	823700	Parts / Supplies	101 General Fund	\$246.39
136960 CMT Diversified Janitoria	3063	Jun 2016 Cleaning	101 General Fund	\$1,689.00
136962 Comcast	0226193 June 2016	Cable / Internet	101 General Fund	\$215.34
136963 Commercial Asphalt Co	160615	Dura Drive	101 General Fund	\$2,144.66
136964 Connexus Energy	171141-June 2016	Street Lights	101 General Fund	\$11.14
136964 Connexus Energy	171140-June 2016	Street Lights	101 General Fund	\$73.80
136964 Connexus Energy	202884-June 2016	Street Lights	101 General Fund	\$35.70
136967 Cottens Automotive	205383	Halogen Capsule	101 General Fund	\$7.06
136967 Cottens Automotive	204325	Fuses	101 General Fund	\$7.41
136968 Craig Ebel	06/24/2016	Refund Swim Lessons	101 General Fund	\$102.00
136970 Cynthia R. Kirchoff	874	Writing Reports Workshop	101 General Fund	\$65.00
136971 D. Ervasti Sales Co.	13388	Mound & Home Plate Clay	101 General Fund	\$1,930.93
136973 Dakota Supply Group	C187091	Parts / Supplies	101 General Fund	\$2,959.00
136978 ECM Publishers	362498	Ord 2016-1635	101 General Fund	\$69.88
136978 ECM Publishers	362499	Ord 2016-1637	101 General Fund	\$145.13
136978 ECM Publishers	362500	Ord 2016-1636	101 General Fund	\$86.00
136978 ECM Publishers	362501	Ord 2016-041	101 General Fund	\$96.75
136987 Hawkins Water Treatme	3899416	Pool Chemicals	101 General Fund	\$1,593.75
136987 Hawkins Water Treatme	3899935	Pool Filter	101 General Fund	\$193.00
136988 Hennepin Technical Coll	00352709	Right to Know Training	101 General Fund	\$11.22
136988 Hennepin Technical Coll	00352694	Body Mechanics/Lifting	101 General Fund	\$91.65
136988 Hennepin Technical Coll	00352694	Body Mechanics/Lifting	101 General Fund	\$110.04
136988 Hennepin Technical Coll	00352709	Right to Know Training	101 General Fund	\$11.22
136988 Hennepin Technical Coll	00352694	Body Mechanics/Lifting	101 General Fund	\$18.34

Bill List for July 5, 2016

<i>Check # Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
136988 Hennepin Technical Coll	00352709	Right to Know Training	101 General Fund	\$78.54
136988 Hennepin Technical Coll	00352709	Right to Know Training	101 General Fund	\$157.22
136990 Innovative Office Solutio	IN1220769	Supplies	101 General Fund	\$53.29
136990 Innovative Office Solutio	IN1213265	Supplies	101 General Fund	\$108.97
136990 Innovative Office Solutio	IN1213265	Supplies	101 General Fund	\$27.42
136990 Innovative Office Solutio	IN1220769	Supplies	101 General Fund	\$100.00
136991 Interstate All Battery Cen	1901202002293	Safety Center Generator	101 General Fund	\$399.80
136995 Johnson Controls	1-34812460138	Service Chiller	101 General Fund	\$5,854.64
136998 Lancer Catering	GHN04984	DNR Event	101 General Fund	\$468.09
137001 LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	101 General Fund	\$47.25
137001 LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	101 General Fund	\$28.75
137001 LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	101 General Fund	\$104.29
137001 LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	101 General Fund	\$70.12
137001 LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	101 General Fund	\$28.89
137001 LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	101 General Fund	\$149.55
137001 LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	101 General Fund	\$24.51
137001 LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	101 General Fund	\$37.74
137001 LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	101 General Fund	\$18.66
137001 LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	101 General Fund	\$50.84
137001 LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	101 General Fund	\$729.70
137001 LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	101 General Fund	\$23.52
137001 LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	101 General Fund	\$24.97
137003 Main Floral LTD	017520	Peace Lily - J Weaver	101 General Fund	\$81.50
137005 Menard Cashway Lumbe	19388	Parts / Supplies	101 General Fund	\$137.53
137005 Menard Cashway Lumbe	19445	Parts / Supplies	101 General Fund	\$89.94
137005 Menard Cashway Lumbe	19773	Parts / Supplies	101 General Fund	\$41.82
137005 Menard Cashway Lumbe	19289	Parts / Supplies	101 General Fund	\$11.98
137007 Minnesota/Wisconsin Pla	2016195	Tot Seats	101 General Fund	\$327.20
137008 MN Dept of Human Servi	S0000009234	Window Inserts	101 General Fund	\$25.27
137010 Northern Sanitary Supply	180960	Supplies	101 General Fund	\$49.73
137011 Northern Tier Bakery LL	3399273	DARE Graduation	101 General Fund	\$97.92
137012 Op-For Airsoft	10200126	Air Soft Training Pistols	101 General Fund	\$144.75
137015 Presto Graphics	55875	Stamp Event Flyers	101 General Fund	\$336.91
137015 Presto Graphics	55886	Elec Inspection Labels	101 General Fund	\$73.54
137015 Presto Graphics	55903	Bus Cards - Generic/Whitaker	101 General Fund	\$104.80

Bill List for July 5, 2016

Check #	Vendor Alpha Name	Invoice #	Description	Fund	Amount
137015	Presto Graphics	55932	Senior Times Newsletter	101 General Fund	\$272.06
137016	Prime Advertising & Desi	54751	Newsletter	101 General Fund	\$1,250.00
137016	Prime Advertising & Desi	54751	Newsletter	101 General Fund	\$3,040.00
137019	Ricky Cheng	06/27/2016	Refund Swim Lessons	101 General Fund	\$140.00
137020	Roto Rooter	04819071669	Clean Main Sewer Pipe	101 General Fund	\$220.00
137025	Stephanie Dehann	06/23/16	Refund Swim Lessons	101 General Fund	\$92.00
137026	Streicher's	11213789	Supplies	101 General Fund	\$164.87
137028	Tammy Dougherty	06/20/2016	Refund duplicate registration	101 General Fund	\$48.00
137031	TimeSaver Off Site Sec.	M22176	6/6/16 Council Meeting	101 General Fund	\$136.00
137031	TimeSaver Off Site Sec.	M22175	6/7/16 Planning Commission	101 General Fund	\$197.85
Fund Total					\$37,987.24
136975	Duane Schulte and Curti	06/16/2016	Buyback	225 Cemetery	\$148.00
136975	Duane Schulte and Curti	06/16/2016	Buyback	225 Cemetery	\$222.00
137001	LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	225 Cemetery	\$18.66
Fund Total					\$388.66
136958	City of Roseville	0221552	Cable/Clips for New Phones	405 Building Impro	\$113.42
136958	City of Roseville	0221557	Phone System Upgrade	405 Building Impro	\$3,550.55
136958	City of Roseville	0221562	Wireless Headsets	405 Building Impro	\$391.80
136986	Haugo Geo Technical Se	3858	Pulbic Works Site	405 Building Impro	\$5,010.00
Fund Total					\$9,065.77
136986	Haugo Geo Technical Se	3701	Service	415 Road Improve	\$3,645.00
Fund Total					\$3,645.00
136984	Great Northern Landscap	11329	Flush System	485 Enterprise Par	\$146.25
136984	Great Northern Landscap	11330	Repair Zone 17	485 Enterprise Par	\$321.23
136997	Kimley-Horn & Assoc, In	7906839	2nd Ave Parking Lot	485 Enterprise Par	\$13,643.50
Fund Total					\$14,110.98
136900	Misc Vendor	000201606216401	12-720090-04	600 Electric	\$7,154.19
136901	Misc Vendor	000201606246402	01-032260-05	600 Electric	\$30.24
136902	Misc Vendor	000201606246403	01-285490-16	600 Electric	\$74.00
136903	Misc Vendor	000201606246404	01-503900-06	600 Electric	\$7.15
136904	Misc Vendor	000201606246405	01-506610-00	600 Electric	\$31.86
136905	Misc Vendor	000201606246406	01-528470-05	600 Electric	\$69.00
136906	Misc Vendor	000201606246407	01-535300-08	600 Electric	\$56.75
136907	Misc Vendor	000201606246408	04-093100-03	600 Electric	\$62.91
136908	Misc Vendor	000201606246409	04-547160-03	600 Electric	\$95.67

Bill List for July 5, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
136909	Misc Vendor	000201606246410	13-075950-02	600 Electric	\$19.90
136910	Misc Vendor	000201606246411	13-144100-10	600 Electric	\$91.08
136911	Misc Vendor	000201606246412	13-144610-03	600 Electric	\$68.23
136912	Misc Vendor	000201606246413	13-274270-02	600 Electric	\$33.53
136913	Misc Vendor	000201606246414	13-274360-03	600 Electric	\$29.37
136914	Misc Vendor	000201606246415	13-370510-02	600 Electric	\$62.31
136915	Misc Vendor	000201606246416	13-575770-05	600 Electric	\$81.34
136916	Misc Vendor	000201606246417	13-577040-03	600 Electric	\$26.59
136917	Misc Vendor	000201606246418	13-628800-02	600 Electric	\$72.19
136918	Misc Vendor	000201606246419	13-721250-04	600 Electric	\$67.27
136919	Misc Vendor	000201606246420	13-721810-02	600 Electric	\$65.49
136920	Misc Vendor	000201606246421	21-625090-08	600 Electric	\$152.37
136921	Misc Vendor	000201606286422	01-012670-06	600 Electric	\$400.00
136922	Misc Vendor	000201606286423	01-034820-02	600 Electric	\$225.00
136923	Misc Vendor	000201606286424	01-122370-02	600 Electric	\$300.00
136924	Misc Vendor	000201606286425	01-131920-01	600 Electric	\$225.00
136925	Misc Vendor	000201606286426	01-131960-02	600 Electric	\$300.00
136926	Misc Vendor	000201606286427	01-163300-04	600 Electric	\$300.00
136927	Misc Vendor	000201606286428	01-182750-03	600 Electric	\$225.00
136928	Misc Vendor	000201606286429	02-173510-02	600 Electric	\$1,092.00
136929	Misc Vendor	000201606286430	03-401330-00	600 Electric	\$1,700.00
136930	Misc Vendor	000201606286431	11-143350-07	600 Electric	\$300.00
136931	Misc Vendor	000201606286432	21-325800-01	600 Electric	\$400.00
136932	Misc Vendor	000201606286433	21-344080-07	600 Electric	\$300.00
136933	Misc Vendor	000201606286434	21-353260-16	600 Electric	\$500.00
136934	Misc Vendor	000201606286435	21-390850-01	600 Electric	\$300.00
136935	Misc Vendor	000201606286436	21-608420-04	600 Electric	\$225.00
136941	Anoka County Treasury	P160615A	2016 2nd Qtr Phone	600 Electric	\$24.30
136941	Anoka County Treasury	P160615A	2016 2nd Qtr Phone	600 Electric	\$97.19
136942	Anoka/Champlin Fire	1003	CPR Class (9)	600 Electric	\$315.00
136950	Border State Electric Sup	911409172	Parts / Supplies	600 Electric	\$211.94
136953	Carr's Tree Service, Inc	94279	Week of 05/30/2016	600 Electric	\$4,841.87
136953	Carr's Tree Service, Inc	94278	Week of 05/30/2016	600 Electric	\$635.72
136953	Carr's Tree Service, Inc	94281	Week of 06/06/2016	600 Electric	\$908.17
136953	Carr's Tree Service, Inc	94280	Week of 06/06/2016	600 Electric	\$4,841.87

Bill List for July 5, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
136954	Center Point Energy	80000141517 Jun 16	Gas Utility	600 Electric	\$252.67
136956	Cintas	470763503	Uniforms	600 Electric	\$312.72
136956	Cintas	470763505	Uniforms	600 Electric	\$106.20
136956	Cintas	470766720	Uniforms	600 Electric	\$131.43
136973	Dakota Supply Group	C211234	CONDUIT, 5" BORE	600 Electric	\$7,758.00
136973	Dakota Supply Group	C209110	Parts / Supplies	600 Electric	\$479.16
136973	Dakota Supply Group	C020766	50 KVA Single Phase Transfo	600 Electric	\$3,975.00
136973	Dakota Supply Group	C020766	25 KVA Phase Transformer	600 Electric	\$10,650.00
136973	Dakota Supply Group	C240277	50 KVA Single Phase Transfo	600 Electric	\$6,625.00
136980	Fastenal Company	MNTC8141529	Parts / Supplies	600 Electric	\$15.34
136980	Fastenal Company	MNTC8141750	Parts / Supplies	600 Electric	\$212.81
136983	Graybar Electric Inc	985506291	COUPLING,4" PVC FEMALE	600 Electric	\$113.85
136988	Hennepin Technical Coll	00352709	Right to Know Training	600 Electric	\$112.20
136988	Hennepin Technical Coll	00352709	Right to Know Training	600 Electric	\$11.22
136988	Hennepin Technical Coll	00352694	Body Mechanics/Lifting	600 Electric	\$18.34
136988	Hennepin Technical Coll	00352694	Body Mechanics/Lifting	600 Electric	\$18.34
136988	Hennepin Technical Coll	00352694	Body Mechanics/Lifting	600 Electric	\$146.64
136988	Hennepin Technical Coll	00352709	Right to Know Training	600 Electric	\$11.22
136996	Jordan Drilling Solutions,	5571	Directional Bores	600 Electric	\$32,374.94
136996	Jordan Drilling Solutions,	5577	Directional Bores	600 Electric	\$12,603.00
137001	LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	600 Electric	\$60.84
137001	LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	600 Electric	\$290.90
137018	Resco	647934-00	ARRESTER,9KV,MOV	600 Electric	\$607.05
137018	Resco	647800-00	Penta Head Socket	600 Electric	\$99.93
137027	Stuart C Irby Co	S009614874.003	Polywater	600 Electric	\$849.02
137027	Stuart C Irby Co	S009614874.001	AMPAC 50 BURNDY WCY 50	600 Electric	\$673.31
137029	The Home Depot	9014406	Supplies	600 Electric	\$64.08
137029	The Home Depot	65269	Return 2-18 V Batteries	600 Electric	(\$127.48)
137033	Todd's Lawn & Garden	14230	Mow/Weed Champlin Sub-Sta	600 Electric	\$162.50
137037	Wesco	837034	FISHER PIERCE FAULT INDI	600 Electric	\$19,504.50
137037	Wesco	833629	Box of Squirrel Guard	600 Electric	\$322.00
137037	Wesco	836261	INSULINK,SERVICE ENTRA	600 Electric	\$38.00
137037	Wesco	837035	CONNECTOR,GR,TRANS,LG	600 Electric	\$174.50
137037	Wesco	833162	CRIMPET,COMPRESSION W	600 Electric	\$76.25
137037	Wesco	833162	CRIMPET,COMPRESSION W	600 Electric	\$81.00

Bill List for July 5, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>	
137037	Wesco	833162	CRIMPET,COMPRESSION W 600	Electric	\$85.50	
					\$125,909.48	
<i>Fund Total</i>						
136954	Center Point Energy	80000141517 Jun 16	Gas Utility	601	Water	\$974.36
136976	Dyna Systems	23030776	Galv Pipe Fitting Tees	601	Water	\$13.10
136976	Dyna Systems	23030777	Galv Couplings	601	Water	\$118.07
136976	Dyna Systems	23031185	Galv Couplings	601	Water	\$192.74
136980	Fastenal Company	MNTC8141751	Parts / Supplies	601	Water	\$1.11
136987	Hawkins Water Treatme	3897772	Chemicals	601	Water	\$2,805.57
136988	Hennepin Technical Coll	00352709	Right to Know Training	601	Water	\$56.10
136988	Hennepin Technical Coll	00352694	Body Mechanics/Lifting	601	Water	\$91.65
137001	LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	601	Water	\$79.69
137002	Lockridge Grindal Nauen	80016	Wells 1 & 2	601	Water	\$399.00
137023	Short Elliott Hendrickson	316656	2016 Antenna Projects	601	Water	\$1,148.92
137023	Short Elliott Hendrickson	316655	2014 Antenna Projects	601	Water	\$307.35
137034	UPS Freight	00007AF825246	Freight Charges	601	Water	\$14.60
137036	Water Laboratories Inc	11391	Coliform Only	601	Water	\$150.00
137036	Water Laboratories Inc	11390	Coliform Only	601	Water	\$150.00
					\$6,502.26	
<i>Fund Total</i>						
136946	Auto Zone Credit Plan	3080374893	Cargo Mat	602	Sewer Treatm	\$9.90
136954	Center Point Energy	80000141517 Jun 16	Gas Utility	602	Sewer Treatm	\$47.02
136967	Cottens Automotive	205314	Floor Mats	602	Sewer Treatm	\$24.20
136980	Fastenal Company	MNTC8141681	Parts / Supplies	602	Sewer Treatm	\$148.32
136988	Hennepin Technical Coll	00352694	Body Mechanics/Lifting	602	Sewer Treatm	\$18.34
136988	Hennepin Technical Coll	00352709	Right to Know Training	602	Sewer Treatm	\$11.22
137001	LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	602	Sewer Treatm	\$29.90
137006	Metro Council Environme	0001056480	Waste Water Svc	602	Sewer Treatm	\$114,320.72
					\$114,609.62	
<i>Fund Total</i>						
136936	Adams Pest Control	2426591	Pest Control Store 2	609	Liquor Stores	\$23.45
136936	Adams Pest Control	2426590	Pest Control Store 1	609	Liquor Stores	\$21.44
136937	American Bottling Comp	7421232812	Merchandise for Resale	609	Liquor Stores	\$155.50
136944	Aramark	1718489673	Mats / Misc	609	Liquor Stores	\$100.91
136947	Bellboy Corporation	54119500	Merchandise for Resale	609	Liquor Stores	\$750.45
136947	Bellboy Corporation	54119500	Merchandise for Resale	609	Liquor Stores	\$9.30
136947	Bellboy Corporation	54011500	Merchandise for Resale	609	Liquor Stores	\$1,257.55
136947	Bellboy Corporation	94079900	Merchandise for Resale	609	Liquor Stores	\$34.25

Bill List for July 5, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
136947	Bellboy Corporation	54011500	Merchandise for Resale	609	Liquor Stores \$9.30
136947	Bellboy Corporation	54011400	Merchandise for Resale	609	Liquor Stores \$787.90
136947	Bellboy Corporation	94123400	Merchandise for Resale	609	Liquor Stores \$51.70
136947	Bellboy Corporation	54011400	Merchandise for Resale	609	Liquor Stores \$7.75
136947	Bellboy Corporation	94123400	Merchandise for Resale	609	Liquor Stores \$53.50
136947	Bellboy Corporation	53971200	Merchandise for Resale	609	Liquor Stores \$26.67
136947	Bellboy Corporation	53971200	Merchandise for Resale	609	Liquor Stores \$3.68
136947	Bellboy Corporation	94079900	Merchandise for Resale	609	Liquor Stores \$27.00
136948	Bernick's	302730	Merchandise for Resale	609	Liquor Stores \$133.60
136951	Breakthru Beverage Min	2080107435 CM	Merchandise for Resale	609	Liquor Stores (\$42.48)
136951	Breakthru Beverage Min	1080483844	Merchandise for Resale	609	Liquor Stores \$1,106.80
136951	Breakthru Beverage Min	1080483756	Merchandise for Resale	609	Liquor Stores \$86.66
136951	Breakthru Beverage Min	1080483755	Merchandise for Resale	609	Liquor Stores \$1,324.92
136951	Breakthru Beverage Min	2080099426 CM	Merchandise for Resale	609	Liquor Stores (\$17.50)
136951	Breakthru Beverage Min	2080099427 CM	Merchandise for Resale	609	Liquor Stores (\$15.00)
136951	Breakthru Beverage Min	1080486843	Merchandise for Resale	609	Liquor Stores \$1,500.43
136951	Breakthru Beverage Min	1080483845	Merchandise for Resale	609	Liquor Stores \$43.33
136951	Breakthru Beverage Min	2080107436 CM	Merchandise for Resale	609	Liquor Stores (\$22.75)
136951	Breakthru Beverage Min	2080140087 CM	Merchandise for Resale	609	Liquor Stores (\$100.80)
136954	Center Point Energy	80000141517 Jun 16	Gas Utility	609	Liquor Stores \$40.84
136954	Center Point Energy	80000141517 Jun 16	Gas Utility	609	Liquor Stores \$63.12
136961	Coca-Cola Bottling Comp	0108212310	Merchandise for Resale	609	Liquor Stores \$220.68
136961	Coca-Cola Bottling Comp	0108205923	Merchandise for Resale	609	Liquor Stores \$210.48
136962	Comcast	0231342 June 2016	Internet	609	Liquor Stores \$110.75
136966	Corporate Connection	42745	Clothing	609	Liquor Stores \$207.36
136972	Dahlheimer Beverage, L	1205045 CM	Merchandise for Resale	609	Liquor Stores (\$128.00)
136972	Dahlheimer Beverage, L	127868	Merchandise for Resale	609	Liquor Stores \$76.80
136972	Dahlheimer Beverage, L	127952	Merchandise for Resale	609	Liquor Stores \$123.00
136972	Dahlheimer Beverage, L	1205049	Merchandise for Resale	609	Liquor Stores \$12,371.65
136972	Dahlheimer Beverage, L	127883	Merchandise for Resale	609	Liquor Stores \$114.10
136972	Dahlheimer Beverage, L	1202730	Merchandise for Resale	609	Liquor Stores (\$20.80)
136972	Dahlheimer Beverage, L	1202782	Merchandise for Resale	609	Liquor Stores \$4,800.22
136972	Dahlheimer Beverage, L	1202782	Merchandise for Resale	609	Liquor Stores \$132.00
136972	Dahlheimer Beverage, L	1202792	Merchandise for Resale	609	Liquor Stores \$196.00
136972	Dahlheimer Beverage, L	1205040	Merchandise for Resale	609	Liquor Stores \$9,512.41

Bill List for July 5, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
136972	Dahlheimer Beverage, L	1205040	Merchandise for Resale	609	Liquor Stores \$90.60
136972	Dahlheimer Beverage, L	1205049	Merchandise for Resale	609	Liquor Stores \$42.00
136978	ECM Publishers	369473	Better Value Flyers	609	Liquor Stores \$9.62
136978	ECM Publishers	369448	Better Value Advtsg	609	Liquor Stores \$244.12
136978	ECM Publishers	369448	Better Value Advtsg	609	Liquor Stores \$244.13
136978	ECM Publishers	366304	Online Advtsg	609	Liquor Stores \$15.00
136978	ECM Publishers	366304	Online Advtsg	609	Liquor Stores \$15.00
136978	ECM Publishers	369473	Better Value Flyers	609	Liquor Stores \$9.62
136982	Granite City Jobbing Co.	11223	Merchandise for Resale	609	Liquor Stores \$1,955.19
136982	Granite City Jobbing Co.	11223	Merchandise for Resale	609	Liquor Stores \$15.52
136982	Granite City Jobbing Co.	11223	Merchandise for Resale	609	Liquor Stores \$29.64
136992	J.J. Taylor Distributing C	2532273	Merchandise for Resale	609	Liquor Stores \$2,607.15
136992	J.J. Taylor Distributing C	2532275	Merchandise for Resale	609	Liquor Stores \$1,930.70
136992	J.J. Taylor Distributing C	2532309	Merchandise for Resale	609	Liquor Stores \$1,107.35
136992	J.J. Taylor Distributing C	2532307	Merchandise for Resale	609	Liquor Stores \$1,198.60
136993	Johnson Bros Liquor Co	5463126	Merchandise for Resale	609	Liquor Stores \$30.00
136993	Johnson Bros Liquor Co	5467589	Merchandise for Resale	609	Liquor Stores \$188.25
136993	Johnson Bros Liquor Co	5463127	Merchandise for Resale	609	Liquor Stores \$253.70
136993	Johnson Bros Liquor Co	5467586	Merchandise for Resale	609	Liquor Stores \$68.00
136993	Johnson Bros Liquor Co	5467585	Merchandise for Resale	609	Liquor Stores \$98.00
136993	Johnson Bros Liquor Co	5463128	Merchandise for Resale	609	Liquor Stores \$199.55
136993	Johnson Bros Liquor Co	5463125	Merchandise for Resale	609	Liquor Stores \$575.65
136993	Johnson Bros Liquor Co	5461836	Merchandise for Resale	609	Liquor Stores \$2,706.50
136993	Johnson Bros Liquor Co	5461834	Merchandise for Resale	609	Liquor Stores \$1,472.00
136993	Johnson Bros Liquor Co	5467588	Merchandise for Resale	609	Liquor Stores \$16.08
136993	Johnson Bros Liquor Co	576474 CM	Merchandise for Resale	609	Liquor Stores (\$77.70)
136993	Johnson Bros Liquor Co	577919 CM	Merchandise for Resale	609	Liquor Stores (\$304.50)
136993	Johnson Bros Liquor Co	5468852	Merchandise for Resale	609	Liquor Stores \$171.25
136993	Johnson Bros Liquor Co	5468854	Merchandise for Resale	609	Liquor Stores \$171.25
136993	Johnson Bros Liquor Co	5461835	Merchandise for Resale	609	Liquor Stores \$940.00
136993	Johnson Bros Liquor Co	5468853	Merchandise for Resale	609	Liquor Stores \$149.00
136993	Johnson Bros Liquor Co	5461830	Merchandise for Resale	609	Liquor Stores \$1,161.00
136993	Johnson Bros Liquor Co	5468851	Merchandise for Resale	609	Liquor Stores \$304.50
136993	Johnson Bros Liquor Co	5463124	Merchandise for Resale	609	Liquor Stores \$558.20
136993	Johnson Bros Liquor Co	5461833	Merchandise for Resale	609	Liquor Stores \$465.00

Bill List for July 5, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
136993	Johnson Bros Liquor Co	5461832	Merchandise for Resale	609	Liquor Stores \$21.99
136993	Johnson Bros Liquor Co	5461831	Merchandise for Resale	609	Liquor Stores \$1,189.30
137000	Liberty Comfort Systems,	65597	Service Cooler	609	Liquor Stores \$450.00
137001	LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	609	Liquor Stores \$41.04
137001	LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	609	Liquor Stores \$33.90
137013	Pepsi Cola	51887651	Merchandise for Resale	609	Liquor Stores \$218.70
137014	Phillips Wine & Spirits	2994156	Merchandise for Resale	609	Liquor Stores \$1,640.50
137014	Phillips Wine & Spirits	2990269	Merchandise for Resale	609	Liquor Stores \$69.00
137014	Phillips Wine & Spirits	2990266	Merchandise for Resale	609	Liquor Stores \$249.50
137014	Phillips Wine & Spirits	2994157	Merchandise for Resale	609	Liquor Stores \$86.46
137014	Phillips Wine & Spirits	2994157	Merchandise for Resale	609	Liquor Stores \$195.50
137014	Phillips Wine & Spirits	2994159	Merchandise for Resale	609	Liquor Stores \$2,344.25
137014	Phillips Wine & Spirits	2994160	Merchandise for Resale	609	Liquor Stores \$86.46
137014	Phillips Wine & Spirits	2990267	Merchandise for Resale	609	Liquor Stores \$1,512.50
137014	Phillips Wine & Spirits	239195 CM	Merchandise for Resale	609	Liquor Stores (\$69.00)
137014	Phillips Wine & Spirits	239194 CM	Merchandise for Resale	609	Liquor Stores (\$69.00)
137014	Phillips Wine & Spirits	2990269	Merchandise for Resale	609	Liquor Stores \$860.91
137014	Phillips Wine & Spirits	2990268	Merchandise for Resale	609	Liquor Stores \$46.50
137017	Red Bull Distribution Co	K-17175120	Merchandise for Resale	609	Liquor Stores \$189.50
137022	Shamrock Group, Inc	2010328	Merchandise for Resale	609	Liquor Stores \$180.40
137022	Shamrock Group, Inc	2010330	Merchandise for Resale	609	Liquor Stores \$107.60
137022	Shamrock Group, Inc	2012255	Merchandise for Resale	609	Liquor Stores \$163.65
137022	Shamrock Group, Inc	2012804	Merchandise for Resale	609	Liquor Stores \$67.20
137022	Shamrock Group, Inc	2012804	Merchandise for Resale	609	Liquor Stores \$2.00
137022	Shamrock Group, Inc	2012805	Merchandise for Resale	609	Liquor Stores \$82.00
137022	Shamrock Group, Inc	2015436	Merchandise for Resale	609	Liquor Stores \$67.20
137022	Shamrock Group, Inc	2015436	Merchandise for Resale	609	Liquor Stores \$2.00
137022	Shamrock Group, Inc	6100334132	Merchandise for Resale	609	Liquor Stores \$104.40
137024	Southern Wine & Spirits	1418139	Merchandise for Resale	609	Liquor Stores \$8,803.10
137024	Southern Wine & Spirits	1418142	Merchandise for Resale	609	Liquor Stores \$524.00
137024	Southern Wine & Spirits	1418140	Merchandise for Resale	609	Liquor Stores \$196.00
137024	Southern Wine & Spirits	1420751	Merchandise for Resale	609	Liquor Stores \$3,555.02
137024	Southern Wine & Spirits	1420750	Merchandise for Resale	609	Liquor Stores \$3,365.17
137024	Southern Wine & Spirits	1418141	Merchandise for Resale	609	Liquor Stores \$1,136.99
137030	Thorpe Dist. Company	1098870	Merchandise for Resale	609	Liquor Stores \$14,461.90

Bill List for July 5, 2016

<i>Check # Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
137030 Thorpe Dist. Company	1095258	Merchandise for Resale	609 Liquor Stores	\$17.34
137030 Thorpe Dist. Company	1098870	Merchandise for Resale	609 Liquor Stores	\$21.60
137030 Thorpe Dist. Company	1098871	Merchandise for Resale	609 Liquor Stores	\$13,594.19
137030 Thorpe Dist. Company	1095257	Merchandise for Resale	609 Liquor Stores	\$6,758.45
137030 Thorpe Dist. Company	1095258	Merchandise for Resale	609 Liquor Stores	\$10,275.55
137038 Wine Merchants	7085094	Merchandise for Resale	609 Liquor Stores	\$152.00
137038 Wine Merchants	7085093	Merchandise for Resale	609 Liquor Stores	\$152.00
				\$126,895.91
Fund Total				
136941 Anoka County Treasury	P160615A	2016 2nd Qtr Phone	614 Golf	\$32.80
136949 Black Clover Enterprises,	57941	Merchandise for Resale	614 Golf	\$532.50
136952 Callaway Golf	926920385	Merchandise for Resale	614 Golf	\$158.21
136954 Center Point Energy	80000141517 Jun 16	Gas Utility	614 Golf	\$64.42
136954 Center Point Energy	80000141517 Jun 16	Gas Utility	614 Golf	\$83.44
136956 Cintas	470763513	Uniforms	614 Golf	\$28.03
136962 Comcast	0226193 June 2016	Cable / Internet	614 Golf	\$27.00
136969 Cutter & Buck	93419307	Merchandise for Resale	614 Golf	\$2,009.10
136969 Cutter & Buck	93423070	Merchandise for Resale	614 Golf	\$840.96
136981 Golf Scorecards Inc	42515	Scorecards	614 Golf	\$1,257.00
136985 Hartman Companies, Inc	6158	Bunker & Cart Path Hole 1	614 Golf	\$9,776.50
136985 Hartman Companies, Inc	6157	Bunker & Cart Path Hole 1	614 Golf	\$7,025.00
136988 Hennepin Technical Coll	00352694	Body Mechanics/Lifting	614 Golf	\$36.66
136988 Hennepin Technical Coll	00352709	Right to Know Training	614 Golf	\$89.84
136989 Hornung's Golf Products,	389828	Suplies - Pencils	614 Golf	\$287.50
136989 Hornung's Golf Products,	389669	Merchandise for Resale	614 Golf	\$60.59
137001 LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	614 Golf	\$67.05
137009 Nike Golf	987642028	Merchandise for Resale	614 Golf	\$645.19
137009 Nike Golf	984793827	Merchandise for Resale	614 Golf	\$351.83
137009 Nike Golf	984592797	Merchandise for Resale	614 Golf	\$438.02
137009 Nike Golf	984793827	Merchandise for Resale	614 Golf	\$347.00
137009 Nike Golf	984823389	Merchandise for Resale	614 Golf	\$2,899.84
137009 Nike Golf	987148693	Merchandise for Resale	614 Golf	\$126.86
137009 Nike Golf	987260455	Merchandise for Resale	614 Golf	\$35.30
137009 Nike Golf	987340985	Merchandise for Resale	614 Golf	\$511.36
137009 Nike Golf	987642029	Merchandise for Resale	614 Golf	\$253.61
137009 Nike Golf	987955732	Merchandise for Resale	614 Golf	\$197.24

Bill List for July 5, 2016

Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
137009	Nike Golf	987740822	Merchandise for Resale	614	Golf	\$123.09
137029	The Home Depot	2015020	Supplies	614	Golf	\$13.64
137029	The Home Depot	6013779	Supplies	614	Golf	\$131.55
137029	The Home Depot	3013144	Supplies	614	Golf	\$158.21
137032	Titleist	902716378	Merchandise for Resale	614	Golf	\$181.43
137032	Titleist	300072923 CM	Merchandise for Resale	614	Golf	(\$120.00)
137032	Titleist	902716377 CM	Merchandise for Resale	614	Golf	(\$273.36)
137032	Titleist	902685204	Merchandise for Resale	614	Golf	\$111.76
137032	Titleist	902685252	Merchandise for Resale	614	Golf	\$110.01
137032	Titleist	902708563	Merchandise for Resale	614	Golf	\$3,407.06
137032	Titleist	902709134	Merchandise for Resale	614	Golf	\$273.36
Fund Total						\$32,299.60
136941	Anoka County Treasury	P160615A	2016 2nd Qtr Phone	617	Recycling	\$12.15
137001	LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	617	Recycling	\$17.46
137016	Prime Advertising & Desi	54751	Newsletter	617	Recycling	\$500.00
Fund Total						\$529.61
136938	American Tire Distributor	S076420134	Tires	701	Vehicle Mainte	\$479.20
136954	Center Point Energy	80000141517 Jun 16	Gas Utility	701	Vehicle Mainte	\$70.53
136956	Cintas	470766725	Uniforms	701	Vehicle Mainte	\$82.54
136956	Cintas	470763507	Mats / Misc	701	Vehicle Mainte	\$82.54
136965	Coops Locksmith	42223	Keys (4)	701	Vehicle Mainte	\$16.00
136967	Cottens Automotive	205898	Parts / Supplies	701	Vehicle Mainte	\$83.54
136967	Cottens Automotive	206202	V-Belt	701	Vehicle Mainte	\$21.84
136967	Cottens Automotive	204300	Parts / Supplies	701	Vehicle Mainte	\$224.69
136967	Cottens Automotive	206203	V-Belt	701	Vehicle Mainte	\$21.84
136967	Cottens Automotive	204942	Oil Filters	701	Vehicle Mainte	\$60.76
136977	East Main Auto & Tire	33595	Service Unit 473	701	Vehicle Mainte	\$9.61
136977	East Main Auto & Tire	33662	Service Unit 416	701	Vehicle Mainte	\$494.44
136977	East Main Auto & Tire	33659	Service Unit 498	701	Vehicle Mainte	\$45.00
136977	East Main Auto & Tire	33674	Service Unit 408	701	Vehicle Mainte	\$382.64
136977	East Main Auto & Tire	33680	Service Unit 404	701	Vehicle Mainte	\$68.95
136977	East Main Auto & Tire	33774	Oil Change #419	701	Vehicle Mainte	\$34.00
136977	East Main Auto & Tire	33754	Oil Change #414	701	Vehicle Mainte	\$35.95
136977	East Main Auto & Tire	33782	Inoperable Door Handle 414	701	Vehicle Mainte	\$116.64
136977	East Main Auto & Tire	33665	Service Unit 497	701	Vehicle Mainte	\$2,077.88

Bill List for July 5, 2016

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>	
136977	East Main Auto & Tire	33783	Clean Terminals Trailer	701	Vehicle Mainte \$17.73	
136977	East Main Auto & Tire	33745	Oil Change #413	701	Vehicle Mainte \$35.95	
136979	Eric Moe	111	Vehicle Storage 418 & 422	701	Vehicle Mainte \$2,100.00	
137001	LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	701	Vehicle Mainte \$39.00	
137004	Main Motors Sales	318505	Parts	701	Vehicle Mainte \$64.61	
137005	Menard Cashway Lumbe	19708	Vinyl Tubing	701	Vehicle Mainte \$15.39	
137005	Menard Cashway Lumbe	19450-1	Parts / Supplies	701	Vehicle Mainte \$123.64	
137015	Presto Graphics	55910	Security Auto Graphics	701	Vehicle Mainte \$531.50	
137021	Royal Tire Inc	403-596400	Tires	701	Vehicle Mainte \$549.56	
137021	Royal Tire Inc	312-17762	Service for Flat	701	Vehicle Mainte \$357.28	
137035	Warning Systems Inc,	3152	Remove Parts Squad 412	701	Vehicle Mainte \$213.00	
137035	Warning Systems Inc,	3153	Remove Parts Squad 489	701	Vehicle Mainte \$174.00	
137035	Warning Systems Inc,	3154	Remove Parts Squad 493	701	Vehicle Mainte \$232.00	
137035	Warning Systems Inc,	3150	Build Squad 422	701	Vehicle Mainte \$4,207.58	
137035	Warning Systems Inc,	3151	Build Squad 424	701	Vehicle Mainte \$5,187.66	
					Fund Total	\$18,257.49
136941	Anoka County Treasury	P160615A	2016 2nd Qtr Phone	702	IT \$18.22	
136958	City of Roseville	0221589	June 2016 IT Svc	702	IT \$13,641.33	
136958	City of Roseville	0221566	Domain Renewal	702	IT \$215.94	
136958	City of Roseville	0221555	Wireless Access Point	702	IT \$450.00	
					Fund Total	\$14,325.49
136999	League of MN Cities Insu	LMC GL0009300	Claim Payment	715	Insurance \$9,000.00	
					Fund Total	\$9,000.00
136974	Dingman Custom Homes	06/23/2016	Escrow - 327 Riverside	804	Escrow Funds \$2,000.00	
					Fund Total	\$2,000.00
136941	Anoka County Treasury	P160615A	2016 2nd Qtr Phone	830	HRA \$24.30	
137001	LIFE INSURANCE COM	SGD603645 06/01/16	LTD Ins Jun 2016	830	HRA \$18.39	
					Fund Total	\$42.69
					Grand Total	\$515,569.80

COUNCIL MEMO FORM

6.2

Meeting Date	07-05-2016
Agenda Section	Consent Agenda
Item Description	Monthly Council Calendars
Submitted By	Amy Oehlers, City Clerk

CONSENT AGENDA

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

BACKGROUND INFORMATION

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

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

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

ANOKA CITY COUNCIL CALENDAR



Sunday	03*	Anoka Alumni Baseball Game	Castle Field, 600 Castle Field Blvd	5:30 p.m.
Sunday	03*	City Fireworks	Castle Field, 600 Castle Field Blvd	Dusk
Monday	04*	City Ice Cream Social	George Green Park, 1498 6 th Ave S	Noon until 3:00 p.m.
Monday	04	City Hall Closed for Holiday	City Offices	All Day
Tuesday	05	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Saturday	09	Riverfest & Craft Fair	Downtown Anoka	9:00 a.m. – 5:00 p.m.
Monday	18	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Thursday – Saturday	21– 23*	Anoka Sidewalk Sale Days	Downtown Anoka	Starts at 9:00 a.m.
Monday	25	City Council Worksession	City Hall Council Worksession Room	5:00 p.m.
Tuesday*	26	MMPA Annual Meeting & Dinner	Green Haven Golf Course & Event Center, 2800 Greenhaven Rd	5:30 p.m.
Tuesday – Sunday	26– 31	Anoka County Fair	Anoka County Fairgrounds, 3200 St Francis Blvd	10:00 a.m. – 10:00 p.m.
TBD		LRRWMO Mtg/Pontoon Run River	Anoka City Hall, 2015 First Ave	8:00 a.m.



ANOKA CITY COUNCIL CALENDAR

AUGUST

Monday	01	Annual Budget Presentation	City Hall Council Chambers	6:00 p.m.
Monday	01	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Tuesday	02*	Nite to Unite Events	Various Locations through the City, contact City Hall for current list	Varied times
Monday	08	City Council (Budget Presentation)	Anoka City Dock (weather permitting)	5:00 p.m.
Tuesday	09*	Primary Election	City of Anoka Election Precincts	7:00 a.m. - 8:00 p.m.
Monday	15	City Council Worksession (Budget)	City Hall Council Worksession Rm	5:00 p.m.
Monday	15	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Monday	29	City Council Worksession (Budget)	City Hall Council Worksession Rm	5:00 p.m.

COUNCIL MEMO FORM

6.3

Meeting Date	July 5, 2016
Agenda Section	Consent Agenda
Item Description	Recommended Approval of an LG240B Bingo Permit; Anoka Halloween @ Anoka Legion 10/17 & 21, 2016
Submitted By	Amy Oehlers, City Clerk

CONSENT AGENDA

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

BACKGROUND

An application has been submitted by Anoka Halloweed for a State issued LG240B Excluded Bingo Permit to allow them to conduct Bingo activity at the American Legion on October 17 & 21, 2016.

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 recommended approval of this LG240B Excluded Bingo Permit.

COUNCIL MEMO FORM

6.4

Meeting Date	July 5, 2016
Agenda Section	Consent Agenda
Item Description	Issuance of a Tree Care License; Living Water Tree Service
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

Living Water Tree Service out of Andover, MN submitted an application for a Tree Care License. They held a license in 2015; however, failed to submit their renewal application by the deadline date. Therefore, they must re-apply as a new license and pay the applicable new license fee.

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

9.1

Meeting Date	07-05-2016
Agenda Section	Ordinances & Resolutions
Item Description	RES/Appointing Election Judges for 2016 Election
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

Minnesota Statute 204B.21 requires the City Council to approve the appointment of Election Judges.

Included in your packet is a Resolution for adoption which approves the appointment of Election Judges for the 2016 Elections.

FYI: Although there is not a “City” primary, we still do conduct a Primary Election (August 9, 2016), as there are other offices (State, Federal, etc.) that are voted upon in a primary election. People just won’t be voting on our City offices that day.

FINANCIAL IMPACT

Adoption of a resolution will have no financial impact on the City.

FYI: Wages for the election judges is paid out of the 2016 Election Budget. Salaries for the judges are as follows:

Election Judge: \$9.80 hr

Assistant Head Judge: \$10.00 hr

Head Judge: \$10.40 hr

Election Assistant: \$11.75 hr – we only have 4 Election Assistants – they conduct the Nursing Home and Residential Treatment Facility voting and also provide assistance with equipment testing.

COUNCIL ACTION REQUESTED

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-2016-

**A RESOLUTION OF ADOPTION OF ELECTION JUDGES
FOR 2016 ELECTIONS**

WHEREAS, The City Council of the City of Anoka is required by Minnesota Statutes Section 204B.21, Sec. 2, to officially approve the appointment of election judges; and

WHEREAS, the Anoka City Council hereby adopts the judges listed on Exhibit A, hereto attached, as the official judges for the 2016 Elections, with the understanding that amendments to the appointments may be necessary in order to fill vacancies and meet party balances; and

WHEREAS, for the purposes of Absentee Voting, the City appoints the following City staff to assist in administering and performing the necessary Absentee Voting and Ballot Board tasks as required by law: Michelle DeMars, LeeAnn Markel, Amy Oehlers, Pam Richer and Deanna Zimmerman.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Anoka that the names listed on Exhibit A, hereto attached, are the official Election Judges for the City of Anoka, 2016 Special Elections:

- Primary Election: August 9, 2016
- General Election: November 8, 2016.

Adopted by the Anoka City Council this the 5th day of July 2016.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

Judge Board Report, 2016 Elections

Marijo Hain, Head Judge
Josie Petersen
Jim Carter
Ronald Chamberlain
Renee Ofori
Virgil Rose
Michael Wittkapmer

Mary Lou Evans, Election Assistant/Head Judge
Cynthia Hurner
Catherine Dehn
Meghan Petersen
David Podgorssek
Diane Rose
Charles Thibodeau
Mary Westerberg

Anne Casey, Head Judge
Nancy Dvoracek
Joan Aykens
Cess Carter
Martha McDonough
Lynette Pavin
Donna Thibodeau
Nora Wyman

Gerry Friday, Election Assistant/Head Judge
Sharon Bradley
Diane Kircher
Mary Quinn
Bonnie Ripple
Nancy Thorson
Sherry Wachtler

Roxanne Hanson, Head Judge
James Gavlas
Karen Konzak
Leslie Plummer
Betty Urban
Tom Wyman

Ellen Ward, Election Assistant/Head Judge
Jody Anderson
Isabelle Hegarty
Dianne Lockett
Pamela Ludwig
Mygreta Sundeen
Lillian Voges

Precinct Information

Anoka P-1; Green Haven Golf Course & Event Center,
2800 Greenhaven Rd, Anoka

Anoka P-2; Green Haven Golf Course & Event Center,
2800 Greenhaven Rd, Anoka

Anoka P-3; Green Haven Golf Course & Event Center,
2800 Greenhaven Rd, Anoka

Anoka P-4; Zion Lutheran Church, 1601 4th Ave, Anoka

Anoka P-5; Lincoln School, 540 South St, Anoka

Anoka P-6; Anoka City Hall, 2015 1st Ave, Anoka

Anoka P-7; Anoka Covenant Church, 752 Grant St, Anoka

Anoka P-8; Wilson Elementary School, 1025 Sunny Ln, Anoka

Darlene Koenig, Election Assistant/Head Judge

Virginia Bauer

Joanne Case

Sheila Dehn

Linda Johnson

Kathleen Lafferty

Carol Turnquist

Elizabeth Voss

Siegfried Brewer

Gregory Bortnem, Head Judge

Cole Oehlers

Richard Bergling

Mary Ann Caesar

Harriet Koebensky

Harvey Koenig

Larry Pieri

Eileen Rathbun

JoEllen Ambrose

Gloria Given

Diane Lockett

Jane neuenfeldtt

Billie Ohlsen

Sharron Sandberg

Dawn Zimmer

COUNCIL MEMO FORM

9.2

Meeting Date	July 5, 2016
Agenda Section	Ordinances & Resolutions
Item Description	ORD/Amending Chpt 48; Article II, Rental Licensing (2 nd Reading) RES/Summary Resolution; Chpt 48, Article II, Rental Licensing
Submitted By	Chuck Darnell, Associate Planner

BACKGROUND INFORMATION

This is the second reading of proposed amendments to the rental licensing ordinance of the Anoka City Code. The City Council discussed this item at their April 25, 2016 worksession, and also held a first reading on the proposed amendments at their June 20, 2016 regular meeting.

There has been one change to the proposed ordinance amendment since the first reading, based on conversation at the June 20, 2016 City Council meeting. Staff has added a provision that allows for the rebate of license fees, upon request by the property owner, if a property ceases to operate as a rental dwelling prior to the end of the license period. With the change to a three year renewal period, this would allow for property owners to recuperate fees if there is a change in use of the rental property before the three year license period expires. The rebate would be completed on a prorated basis from the date of the request. This would also provide some incentive for property owners to notify the City when there is a change in ownership or use of a rental property.

A summary of the changes to the rental licensing ordinance is as follows:

Licensing Changes

- Change from annual license renewal to renewal once every three years.
- Removing some types of state licensed residential facilities from the list of properties exempted from rental licensing. Types that will still be exempt include nursing homes, assisted living facilities, boarding care homes, and facilities that do not provide overnight residential services (child care, foster care, in-home service providers, etc.)

Crime-Free Housing & Safety

- Allowing the City to require re-attendance of the Crime Free training if nuisance calls or criminal activity is documented at a rental property.
- Requiring that rental property owners notify the Anoka Police Department if a criminal background check results in the discovery of an active warrant.
- Requiring police and fire lock boxes on rental properties with secure external doors.

Re-Inspections

- Adding a requirement that each rental property be inspected at least once every three years.

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

Approve the second reading and adopt the ordinance to amend Chapter 48, Article II, Rental Licensing.
Approve the resolution for summary publication.



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

**CITY OF ANOKA, MINNESOTA
ORDINANCE**

ORD-2016-XXXX

**AN ORDINANCE AMENDING CHAPTER 48; ARTICLE II.
RENTAL LICENSING OF THE CODE
OF THE CITY OF ANOKA, MINNESOTA**

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

Section 1. Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, and upon a review of a study conducted by City staff, amendments of Chapter 48, Article II; Rental Licensing and Crime Free Rental Housing, are hereby established and inserted into the City Code of the City of Anoka, by an affirmative vote of a majority of the Anoka City Councilmembers present, to read as Exhibit A, hereto attached.

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

ATTEST:

Phil Rice, Mayor

Introduced: June 20, 2016
Adopted: _____
Published: _____
Effective: _____

Amy T. Oehlers, City Clerk

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

CHAPTER 48. PROPERTY MAINTENANCE STANDARDS

ARTICLE II. Rental Licensing and Crime Free Rental Housing

Section 48-40. Purpose and Intent.

- (a) Purpose. The operation of rental residential properties is a business enterprise that gives rise to certain responsibilities. Operators are responsible to take reasonable steps, as may be necessary, to assure that the citizens of the City who occupy such units, and those residing near such units, may pursue the quiet enjoyment of the normal activities of life in surroundings that are:
- (1) Safe, secure and sanitary;
 - (2) Free from crimes and criminal activity, noise, nuisances or annoyances; and
 - (3) Free from reasonable fears about safety of persons and security of property.

Further, it is the intent of this Article to regulate and provide for the inspections of rental housing to assure that such housing does not become a nuisance or blight to the neighborhood and does not create a disincentive to investment in the community.

This Article establishes standards that are applicable to all rental dwellings in the City. It does not apply to the portion of a rental dwelling that is occupied by a personal owner or relatives of the personal owner.

Finally, The City Council finds that repeated police calls to certain rental dwellings in the city occupied by persons with criminal histories have taxed law enforcement resources. The City Council also finds that persons residing in rental dwelling who engage in disorderly conduct or cause nuisance conditions create a hostile environment for others living in close proximity, thereby threatening the public safety. In order to preserve and protect the city's neighborhoods and to promote public safety, the City Council enacts a Crime Free Rental Program into the city code.

Section 48-41. Definitions.

The following definitions, and those contained in Article I will be used in interpreting and enforcing this Article.

Agent. A person designated by the Owner of a rental property to act on behalf of the Owner.

City. The City of Anoka, Minnesota.

~~Disorderly conduct. Whoever does any of the following, knowing or having reasonable grounds to know that it will, or will tend to, alarm, anger or disturb others or provoke an assault or breach of the peace, has committed disorderly conduct: (1) engages in brawling, fighting, threatening, or violent behavior; (2) engages in offensive, obscene, abusive, boisterous, or noisy conduct or in offensive, obscene, or abusive language tending reasonably to arouse alarm, anger or resentment in others; and/or (3) creates, or allows to continue, any hazardous or physically offensive condition which serves no legitimate purpose.~~

Disorderly Conduct. For the purposes of this section, disorderly conduct may include, but is not limited to, the following:

1. Drug related illegal activity

2. Acts of violence or threats of violence including but not limited to, discharge of firearms, intimidation or any other act that otherwise jeopardizes the health, safety, or welfare of the owner, manager, agent, other tenants, tenant's family members, guests or neighboring property owners.
3. Creating, or allowing to continue, any hazardous or physically offensive condition which serves no legitimate purpose
4. Repeated unfounded calls to police
5. Violation of M.S. § 609.72 (Disorderly conduct), as it may be amended from time to time;
6. Violation of M.S. §§ 609.66, subd.1a, 609.67 or 624.713 (Unlawful use or possession of a firearm or weapon), as they may be amended from time to time;
7. Violation of M.S. § 609.50 (Obstructing legal process), as it may be amended from time to time;
8. Violation of M.S. § 609.74 and 609.745 (Public nuisance), as they may be amended from time to time;
9. Violation of M.S. § 145A.02, subd. 17 (Public health nuisance), as it may be amended from time to time;
10. Violation of M.S. § 609.321, 609.322, and 609.324, (Solicitation, inducement, and promotion of prostitution, housing individuals engaged in prostitution) as they may be amended from time to time;
11. Violation of M.S. § 609.282, 609.283, 609.284, (Labor and sex trafficking crimes), as they may be amended from time to time.
12. Violation of M.S. § 609.33, relating to owning, leasing, operating, managing, maintaining or conducting a disorderly house or inviting or attempting to invite others to visit or remain in a disorderly house.
13. Violation of M.S. § 609.713, (Threats of violence), as they may be amended from time to time;
14. Violation of M.S. § 609.715, (Unlawful Assembly), as it may be amended from time to time;
15. Violation of M.S. § 609.71, (Riot), as it may be amended from time to time.
16. Violation of Chapter 10 of the Anoka City Code pertaining to restrictions on animals.
17. Violation of Anoka City Code 38.1 (Unreasonable Noise)
18. Violation of Anoka City Code 42.65 (Social Host)
19. Violation of Anoka City Code 46.-61 (Firearms Discharge)

Drug Related Illegal Activity. Means the illegal possession or constructive possession, manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, or distribute a controlled substance as defined in the Controlled Substance Act [21 U.S.C. 802], or possession of drug paraphernalia per Minnesota Statutes.

Licensee. A person, firm or corporation that obtains a rental license from the City. For the purposes of this Article, “Licensee” and “Property Owner” may be considered one-in-the-same, and the terms “Licensee” and “Property Owner” may be used interchangeably when it makes sense to do so.

Major Life/Safety Issues. Hazardous conditions that pose a risk to the life and safety of occupants including, but not limited to, faulty or malfunctioning smoke detectors, handrails, guardrails and egress.

Nuisance call. Any instance where law enforcement officers are called to a property in response to a valid complaint related to disorderly conduct.

Rental Lease. A written contract between an owner, agent or manager, and a tenant(s), whereby the tenant makes rent payments or other form of compensation in order to occupy the rental dwelling. The rental lease also includes language that relates to the obligations of both parties to the contract and has the same meaning as a rental agreement.

Rental License. A permit granted by the City that grants the property owner the right to rent.

Tenant(s). A person or persons who rent a rental dwelling.

Valid complaint. A violation that is visible at the time of inspection or proven by credible, substantial evidence to the satisfaction of the City.

Meaning of certain words. Wherever the terms “dwelling,” “dwelling unit,” “premises,” and “structure,” are used in this Article, they shall be construed as though they were followed by the words “or any part thereof”.

Section 48-42. License Required.

- (a) License. No person, firm or corporation shall operate a rental dwelling unit without first having obtained a license to do so from the City as provided for in this Article. Each license shall be issued ~~triennially annually~~ and expire on *December 31st*, ~~three years~~ following the issuance thereof. License renewal applications for the following ~~three years~~ shall be filed on or before *November 1st* of the ~~then-current~~ year ~~then-current~~ **prior to the license expiring**. On or before October 1st, the City shall notify the operator of the upcoming November 1st deadline within which to file the License renewal application by November 1st.
- (b) Exceptions from rental licensing.
 - (1) Rental property which is licensed as a Nursing Home, **Assisted Living**, or Boarding Care home by the State of Minnesota Department of Health shall be exempt from the license required under this Article. This exception shall not apply if no services are provided to the occupants, or the services are incidental to, or independent of, the landlord/occupant relationship. Notwithstanding the licensure requirements of such facilities, said facilities must register with the City.
 - (2) State licensed residential facilities **that do not provide overnight residential services**. Notwithstanding the licensure requirements of such facilities, said facilities must register with the City.

- (3) A single family dwelling or a dwelling unit in a duplex occupied by a Property Owner for a minimum of six (6) consecutive months per calendar year.
 - (4) A residential property owned by a 'snowbird' where the property is rented to another person for a period of less than 120 consecutive days while the Owner is residing out of the State of Minnesota. The Property Owner must occupy the property during the remainder of the year.
 - (5) Unoccupied dwelling units that have been issued a vacant building registration.
 - (6) A single family residential property that has been sold on a contract for deed or has been sold as "rent to own" so long as the purchaser occupies the property and the sale document used to memorialize the sale is in the form of a uniform conveyancing blank or is recorded with the Anoka County Recorder's office and a copy is provided to the City upon request.
 - (7) A single family residential property that is occupied by the Owner and two or less occupants where the Owner and the occupants share all living space within the dwelling.
 - (8) Single family residential property that is owned by a member of the armed services who is on active duty and the property is rented to another person during the time of active duty. The Owner must provide the City with a copy of the Owner's military orders and must occupy the property when not on active duty as the Owner's primary residence.
- (c) Owner/Manager Training Required. Prior to receiving or renewing a license, Operators of rental dwellings must attend, at a minimum, the Phase I crime-free housing educational course or similar course as approved by the City Manager, designated employee, or agent, as a condition of receiving or renewing a license. The cost of attending the educational requirements under this section shall be paid by the Operator, in addition to any license and inspection fees. ~~Course attendance will be required on a schedule to be determined by the City Manager, designated employee, or agent.~~ **The City may require an Operator to re-attend the course if their rental property produces nuisance calls in a number that would violate this Article or if repeated criminal activity is documented at the property. For the first year following the adoption of this Article, Operators must attend said educational course within six (6) months of receiving or renewing their license. The City may allow an Operator to attend the course within six (6) months of receiving or renewing a license, provided that the Operator submit documentation of course registration for a date within the following six (6) months.**

Section 48-43. Application for License.

- (a) The rental Property Owner or the Owner's designated agent shall submit a written application for a rental license on forms provided by the City.
- (b) Prior to issuance or renewal of a rental license, the following information shall be submitted:
 - (1) Name, address, **email address**, and phone number of the Property Owner.
 - (2) Name, address, **email address**, and phone number of the Property Manager if different from the property owner.
 - (3) Name, address, **email address**, and phone number of the designated agent.

- (4) The street address and property identification number of the property.
- (5) Description of the number of units and number of bedrooms in each unit offered for rent.
- (6) An acknowledgement that the Owner or designated agent has received a copy of this Ordinance.
- (7) A description of the procedure through which occupant inquiries and complaints are to be processed.
- (8) Certification to the City that there are no delinquent utility fees due upon the parcel of land to which the rental housing license application relates.
- (9) A blank copy of any written lease to be used for occupants including the following lease addendums:
 - a. Crime Free/Drug Free Addendum.
 - b. Lead Free informational materials for pre-1978 properties, including all information as may be required by Federal law.
- (10) Documentation showing that criminal background checks are conducted on prospective occupants prior to letting of a property.

Section 48-44. Agent Required.

Any Property Owner who does not live in the state shall appoint, on the license application, an agent residing within fifty (50) miles of the rental property upon whom the City may serve notices pertaining to the licensed dwelling unit(s).

Section 48-45. Initial License Issuance.

No license shall be issued under this Ordinance unless the rental dwelling and its premises conform to the Ordinances of the City and laws of the State. An inspection of the dwelling unit shall be conducted prior to issuance of an initial rental license.

Section 48-46. Renewal of License.

- (a) All renewed and new rental licenses shall be valid for a period of up to ~~three~~ ~~one~~ ~~(1)~~ ~~3~~ years.
- (b) All rental license renewal applications and required fees shall be submitted to the City on an ~~triennial~~ ~~annual~~ basis and prior to the issuance of a renewed rental license.
- (c) Information on the rental license renewal form must be updated to reflect current conditions.
- (d) No license shall be renewed under this Ordinance unless the rental dwelling and its premises conform to the Ordinances of the City and laws of the State. An inspection of the dwelling unit may be conducted prior to issuance of a renewed rental license.

Section 48-47. Transfer of License.

A rental license is nontransferable and shall automatically terminate within thirty (30) days of closing on the sale of the licensed building unless, within thirty (30) days of said closing, the new Owner applies for and is granted a rental license for said building in accordance with this Article.

Section 48-48. Inspections of Dwellings – generally.

- (a) New licenses. Upon receipt of a properly executed new application for licensing and receipt of the appropriate fee, the Property Maintenance Coordinator or his/her designee shall conduct an initial inspection of the premises to assure compliance with the City Code.
- (b) License renewal. Any rental dwelling may be re-inspected after a renewal application is filed to determine compliance. The Property Maintenance Coordinator, or his/her designee, at his/her discretion, may determine that a renewal inspection of a premise may be deferred based on results of previous inspections, in conjunction with criteria and processes as established by the Property Maintenance Coordinator and approved by the City Manager. Previous inspections must indicate the premise (1) has not received notice of City Code violations for property maintenance; (2) meets or exceeds rental compliance criteria; and (3) has not required corrections for major life/safety issues.
- (c) Additional inspections. The City shall inspect every rental unit at least once every three (3) years. The City may inspect any rental unit if it falls within one or more of the following criteria:
 - (1) The unit has been abandoned by the Owner or the Owner of such unit cannot be found.
 - (2) Water, gas, or electric services to such unit has been discontinued as a result of nonpayment for more than 30 continuous days.
 - (3) The unit is on a parcel of land that is on the County’s delinquent tax list.
 - (4) The City has probable cause to believe that there exists within such unit one or more violations of the requirements of this Chapter.
 - (5) The property owner of the rental unit has, within the preceding six (6) months, renewed a license after suspension or revocation.
 - (6) The unit is the subject of a pending notice of the City’s intent to suspend or revoke the rental license.
 - (7) An occupant or neighboring Property Owner files a formal complaint with the City relative to the condition of the unit or premises.
 - (8) The unit has not been inspected in the preceding three (3) years.
- (d) Access for Inspections.
 - (1) The Property Maintenance Coordinator, or his/her designee, shall be authorized to make or cause to be made inspections to determine the condition of dwellings, multiple dwellings, dwelling units, rooming houses, rooming units, and premises in order to safeguard the health, safety, morals, and welfare of the public.
 - (2) The Property Maintenance Coordinator, or his/her designee, shall be authorized to enter any dwelling, multiple dwelling, dwelling unit, rooming house, rooming

unit, or premises at any reasonable time for the purpose of performing his/her duties under this Article.

- (3) The owner, operator, or occupant of every dwelling, multiple dwelling, dwelling unit, rooming house, rooming unit, and premises, or the person in charge thereof, shall give the Property Maintenance Coordinator, or his/her designee, free access to such dwelling, multiple dwelling, dwelling unit, rooming house, rooming unit and premises on which it is located at all reasonable times for the purpose of such inspection, examination and survey.
- (e) Refusal of access for inspection. If the owner, operator, person in charge, or occupant shall refuse to consent to the inspection, an administrative search warrant may be obtained:
 - (1) Where there is probable cause to believe a violation exists within the particular structure; or
 - (2) Where a determination has been made to conduct periodic inspections of certain areas of the City to assure ongoing compliance with this Chapter relative to major life/safety issues.
- (f) Emergency Conditions. No administrative search warrant is needed where an emergency condition exists which endangers persons or property and insufficient time is available to obtain the warrant and protect such endangered persons or property.
- (g) **Police and Fire Access. The owner of any multi-family rental property shall install police and fire lock boxes near exterior entrance doors. This requirement shall only apply to multi-family properties that are required by this Chapter to maintain security systems on building entrances.**
- (gh) Subject to Occupant's Right to Privacy. Entry under this Section is subject to Minnesota Statutes, Section 504B.211 (Residential Tenant's Right to Privacy) as amended.
- (hi) Costs of Obtaining Warrant. If the City finds it necessary to obtain an administrative search warrant to enter the property for inspection due to the Property Owner, operator, person in charge, or occupant's lack of cooperation, said person or persons may also be charged with all costs of obtaining the warrant, including court costs and attorney's fees.

Section 48-49. License Suspension, Revocation, Denial and Non-Renewal.

- (a) Process for consideration of license suspension, revocation, denial or non-renewal.
 - (1) No action will be taken by the City Council to revoke, suspend, deny, or not renew a rental license without a public hearing and written notice of that hearing is sent to the property owner and affected occupants a minimum of ten (10) days prior to the hearing.
 - (2) The Council shall give due regard to the frequency and seriousness of the violations, the ease with which such violations could have been cured or avoided and good faith efforts to comply.
 - (3) The Council shall issue a decision to revoke, suspend, deny or not renew a rental license only upon written findings.
 - (4) Upon a decision to revoke, suspend, deny or not renew a license, no new application for the same facility will be accepted for a period of time specified in

the Council's written decision, not exceeding one (1) year. Such new applications shall be accompanied by a reinstatement fee as required by this Article.

- (5) The Council may suspend, revoke, deny or not renew a license for part or all of a facility.
- (6) A written decision to revoke, suspend, deny or not renew a license or application for part of a facility shall specify the part or parts of the facility to which it applies. Thereafter, and until a license is reissued or reinstated, no rental units becoming vacant in such part or parts of the facility may be re-let or occupied.
 - a. Revocation, suspension, denial or non-renewal of a license shall not excuse the owner from compliance with all terms of this Article for as long as any units in the facility are occupied.
 - b. Failure to comply with all terms of this Article during the term of revocation, suspension, denial or non-renewal is a misdemeanor and grounds for extension of the term of such revocation or suspension or continuation of non-renewal, or for a decision not to reinstate the license, notwithstanding any limitations on the period of suspension, revocation, denial or non-renewal specified in the City Council's written decision.

(b) Suspension.

1. The City Council may suspend a rental license under the following circumstances:
 - a. Failure to correct deficiencies noted in notices of violation within the time specified in the notice.
 - b. Failure to pay any license, inspection or reinstatement fee required by this Article.
 - c. Any other violation of the Building Code or the property maintenance, zoning, environmental or utility chapters of the City Code.
 - d. Any specific provisions of the City ordinances that include suspension as a remedy (i.e. nuisance calls, etc.).
2. Additional standards related to suspension of a rental license:
 - a. A reinstatement fee as established by the City Council shall be paid prior to reinstatement of a rental license that has been suspended.
 - b. In addition to the reinstatement fee, the City may issue a citation for the applicable violations.
 - c. While under suspension, the Property Owner cannot lease the affected unit and/or facility to a new occupant.
 - d. The suspension shall be for a period of up to six (6) months unless otherwise regulated by this Article.

(c) Revocation.

1. The City Council may revoke a rental license under the following circumstances:
 - a. When a Property Owner has not complied with reinstatement criteria.
 - b. When it is found that a Property Owner has given false statements on any application or other information or report required by this Article to be given by the applicant or licensee.
 - c. When it has been determined through an inspection that major life/safety issues exist on the property.
 - d. When the Property Owner or designated agent has been convicted of a crime related to the type of business licensed and failure to show, by competent evidence, rehabilitation and present fitness to perform the duties of the business.
 - e. Operating or allowing the rental property to be used in such a manner as to constitute a breach of the peace, a menace to health, safety and welfare of the public or a disturbance of the peace or comfort of the residents of the City, upon recommendation by the Police Chief.
 - f. Failure to schedule and/or allow rental or building inspections of the licensed premises, for the purpose of ensuring compliance with rental licensing requirements, City Code requirements, State building codes, or other applicable State or Federal law.
 - g. Real estate or personal property taxes on the business have become delinquent and the Property Owner and the applicant are the same person or entity, or have any common ownership where they are a different person or entity.
 - h. Failure to actively pursue the eviction of occupants who have violated the provisions of the Crime Free Lease Addendum.
 - i. Any specific provisions of the City Ordinances that include revocation as a remedy (i.e. nuisance calls, etc.)
 - j. Other good cause as determined by the City Council.
2. Additional standards related to revocation of a rental license:
 - a. A reinstatement fee as established by the City Council shall be paid prior to reinstatement of a rental license that has been revoked.
 - b. In addition to the reinstatement fee, the City may issue a citation for the applicable violations.
 - c. While under revocation, the Property Owner cannot extend the lease of an existing occupant and cannot lease the affected unit to a new occupant.
 - d. The revocation shall be for a period of up to one (1) year.

Section 48-50. Display of License.

Licenses issued under this Article must be conspicuously posted in a frame with a transparent cover in a public corridor or front entrance of rental dwellings with four or more units. All rental Property Owners must produce a copy of the rental license upon demand of a prospective occupant or City official.

Section 48-51. Fees.

- (a) License Fees.
 - (1) Fees Established and Due Date. Rental license fees and reinstatement fees shall be set by the City Council and shall be due with submission of a new or renewal application. **Upon request by the Property Owner, license fees may be rebated on a prorated basis if a property ceases to operate as a rental dwelling before the end of the license period.**
 - (2) Filing Due Date and Penalty. If a renewal application is made less than sixty (60) days before the beginning date of the renewal license period applied for, then the fee shall be accompanied by an additional amount equal to one hundred percent (100%) of such license fee. The additional amount shall be a penalty for a late application. In no case shall there be a lapse in the license period.
- (b) Reinspection Fees.
 - (1) An initial inspection shall be required at the time of application, the cost of which shall be included in the license application fee. A reinspection to verify compliance will be conducted at no charge. A fee, as set by the City Council, may be charged for any subsequent reinspection necessitated by receipt of a valid complaint or as a result of a previous unsatisfactory inspection.
 - (2) The reinspection fee shall be billed directly to the Owner or contact person/agent of the property. Reinspection fees shall be increased by fifty percent (50%) to cover administrative costs if not paid within thirty (30) days after initial billing.

Section 48-52. Tenant Background Checks and Roster.

As a condition of the license, the Licensee must, as a continuing obligation, conduct criminal background checks on all prospective tenants and maintain a current roster of tenants and other persons who have a lawful right to occupy the rental dwelling or rental dwelling units. **If the criminal background check results in the discovery of an active warrant, the Licensee must notify the Anoka Police Department.** The Licensee must designate the name of the person or persons who will have possession of the roster and must promptly notify the Property Maintenance Coordinator, or his/her designee, of any change in the identity, address or telephone numbers of this person or persons. The roster must be available for inspection by City officials upon request. If a person under investigation by the City claims a lawful right to occupy a rental dwelling unit or be present on the rental property, the Property Maintenance Coordinator, or his/her designee, may request to inspect the lease for the unit in which the person claims to reside. Upon such request, the Licensee, or his/her designee, shall provide the lease for inspection.

Section 48-53. Conversion of a Single-Family Residential Property From Owner-Occupied to Rental.

- (a) Conversion Fee. A one-time fee, in addition to the annual rental license fee, will be charged for a single family dwelling or single family attached dwelling (townhouse) that is converted from owner-occupied to rental property. A conversion fee will not be required for single-family rentals that are managed by a professional property

management company that is licensed by the City of Anoka. The City must be notified of any change in management during the license term.

- ~~(b) Rebate of conversion fee. One hundred percent (100%) of the conversion fee will be rebated to the Property Owner upon the following conditions:~~
 - ~~(1) Submission of a certificate showing that the Owner or the Owner's designated agent has completed 8 hours of Crime Free Housing Educational Training from any of the agencies certified to conduct such training; and~~
 - ~~(2) Submission of the property's written rental criteria for occupants with criminal backgrounds.~~

Section 48-54. ~~Repeat Nuisance Fee.~~ Disorderly Conduct and Nuisance Police Calls for Service.

During the term of the rental license, and any re-licensure, whereby nuisance calls related to the property occur in any consecutive twelve (12) month period following the first nuisance call, the following shall apply:

- ~~(a) After a second police call reporting a nuisance on the property, the Property Owner will be notified of the calls.~~ **First Nuisance Call:** Upon determination by the Police or Building Official that a rental dwelling was the location in violation, the property owner or agent may be notified of the violation.
- (b) Second Nuisance Call:** If a second instance of disorderly conduct or nuisance conditions occur at the same unit, the property owner or agent will be notified of the violation.
- ~~(b)~~ **Third Nuisance Call:** Upon a third nuisance call, the property owner will be notified of the violation. Notification may occur through acknowledged email correspondence or by mail, with a copy to the occupant, ~~and~~ The property owner must respond within ten (10) days from the date of the letter with a written report of actions taken to abate further nuisances on the property. If the Property Owner fails to respond, the Property Owner will be assessed a nuisance fee.
- ~~(e)~~ **Fourth Nuisance Call:** Upon a fourth nuisance call, or if the nuisance fee is not paid from the third call within ten (10) days of being issued, the City Council may consider suspension of the rental license.
 - (1) If the City Council suspends the rental license, the Property Owner must pay a reinstatement fee as established by the City Council.
 - (2) The suspension may be for a period of up to three (3) months.
- ~~(e)~~ **Additional Nuisance Call:** If another nuisance call occurs, following the action taken in subpart (c), the City Council may consider revocation of the license.
 - (1) The revocation may be for a period of up to one (1) year.
- ~~(e)~~ The nuisance fee shall be as established by the City Council.
- ~~(f)~~ For purposes of this Section, second, third and subsequent nuisance calls shall be those which:
 - (1) Occur at the same rental dwelling unit; or
 - (2) Involve occupants at the same rental dwelling unit; or

- (3) Involve guests or invitees at the same rental dwelling unit; or
- (4) Involve guests or invitees of the same occupant; or
- (5) Involve the same occupant.

(gh) Postponing License Action. No adverse license action shall be imposed where:

- (1) the nuisance calls occurred during pending eviction proceedings (unlawful detainer) or within thirty (30) days of notice given by the Licensee to an occupant to vacate the rental dwelling unit. However, adverse license action may proceed when the Licensee fails to diligently pursue the eviction process; or
- (2) the calls are placed by a residential occupant for police or emergency assistance in response to medical calls, domestic abuse or any other conduct.

(hi) An action to deny, revoke, suspend, or not renew a license based upon violation of this section may be postponed or discontinued at any time if it appears that the Licensee has taken appropriate measures which will prevent further nuisance calls.

Section 48-55. Trash Removal for Rental Properties.

- (a) Rental properties must have regularly scheduled recycling and trash pick-up.
- (b) If the trash and/or recycling has not been removed within seven (7) days of the normally scheduled pick-up, the trash will be removed under emergency abatement procedures.
- (c) If the lack of trash and/or recycling removal becomes a recurring problem, refuse service will be authorized by the City and will be assessed on the property's utility bill.

Section 48-56. No Retaliation.

No Licensee shall evict, threaten to evict, or take any other punitive action against any occupant who, by reason of good faith, calls City officials related to public safety or property maintenance concerns. This Section shall not prohibit the eviction of occupants from a rental dwelling for unlawful conduct of an occupant or invitee for violations of any rules, regulations, or lease terms other than a prohibition against contacting City officials.

Section 48-57. Summary Action.

When the conduct of any Licensee or their agent, representative, employee or lessee or the condition of their dwelling is detrimental to the public health, safety and general welfare as to constitute a nuisance, fire hazard, or other unsafe or dangerous condition and thus give rise to an emergency, the City shall have the authority to summarily condemn or post for no occupancy such area of the rental dwelling.

Section 48-58. Severability Clause.

If any section, subsection, sentence, clause or phrase of this Article is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Article.

Section 48-59. Violations and Penalties.

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

Sections 48-60 through 48-69. Reserved.



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2016-###

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

NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council hereby approves the following summary of an ordinance establishing Chapter 48, Article II, Rental Licensing and Crime Free Rental Housing of the Anoka City Code (ORD-2016-#####), including the sections as listed below.

CHAPTER 48. PROPERTY MAINTENANCE STANDARDS

ARTICLE II. Rental Licensing and Crime Free Rental Housing

Section 48-40. Purpose and Intent.

Section 48-41. Definitions.

Section 48-42. License Required.

Section 48-43. Application for License.

Section 48-44. Agent Required.

Section 48-45. Initial License Issuance.

Section 48-46. Renewal of License.

Section 48-47. Transfer of License.

Section 48-48. Inspections of Dwellings – generally.

Section 48-49. License Suspension, Revocation, Denial and Non-Renewal.

Section 48-50. Display of License.

Section 48-51. Fees.

Section 48-52. Tenant Background Checks and Roster.

Section 48-53. Conversion of a Single-Family Residential Property From Owner-Occupied to Rental.

Section 48-54. Disorderly Conduct and Nuisance Police Calls for Service.

Section 48-55. Trash Removal for Rental Properties.

Section 48-56. No Retaliation.

Section 48-57. Summary Action.

Section 48-58. Severability Clause.

Section 48-59. Violations and Penalties.

Sections 48-60 through 48-69. Reserved.

The above ordinance establishing Chapter 48, Article II, Rental Licensing and Crime Free Rental Housing Ordinance of City Code shall become effective seven (7) days after publication of this Resolution.

Adopted by the Anoka City Council on this the 5th day of July 2016.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

COUNCIL MEMO FORM

9.3

Meeting Date	July 5, 2016
Agenda Section	Ordinances & Resolutions
Item Description	ORD/Amending 2016 Master Fee Schedule, Rental Licensing (2 nd Reading)
Submitted By	Chuck Darnell, Associate Planner

BACKGROUND INFORMATION

As part of the updates to the rental licensing ordinance, staff is proposing some minor changes to the City's 2016 Master Fee Schedule. The changes that are being proposed resolve some discrepancies between the rental licensing ordinance and the actual fee schedule. This is the second reading of proposed changes to the City's 2016 Master Fee Schedule. The City Council discussed this item at their April 25, 2016 worksession, and also held a first reading on the proposed changes at their June 20, 2016 regular meeting. There have been no changes to the proposed fee schedule changes since the first reading.

Currently, the rental licensing ordinance lists a conversion fee and a nuisance call fee, but those fees are not specifically stated in the fee schedule. Staff is proposing the addition of a \$100 conversion fee, which would apply when an existing single family home is proposed to be converted to a rental property. Staff is also proposing that a nuisance fee be added to the fee schedule. The nuisance fee would be \$250 dollars for the first required notification, and staff is proposing that the fee doubles to \$500 in the event of a repeat nuisance call notification.

Staff is proposing to keep the annual license fee the same at \$80 per property, plus \$2 for each additional unit. However, by switching to a 3 year license renewal process, an applicant would be required to pay for three years of license fees at the time of renewal.

The final change that staff is proposing is the increase of the re-inspection fee from \$25 to \$100, plus \$25 for each failing unit. The re-inspection fee is only applied when staff has to return to a property for a 3rd inspection, or if staff has to request an inspection based on a formal complaint from an occupant. The re-inspection fee would not apply on renewal inspections initiated by the City, or on the first re-inspection from those initial renewal inspections.

In summary, the following fees would be added to the 2016 Master Fee Schedule:

Re-inspection fee without full compliance	\$100, plus \$25 for each failing unit
Conversion fee	\$100
Nuisance call fee	\$250 for first required notification, \$500 for repeat notification

FINANCIAL IMPACT

Proposed changes to fee schedule should have minimal impact, but may cause an increase in revenue if fees is for re-inspections or nuisance calls are required in certain situations.

COUNCIL ACTION REQUESTED

Approve the second reading and adopt the ordinance to amend the 2016 Master Fee Schedule.



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

**CITY OF ANOKA, MINNESOTA
ORDINANCE**

ORD-2016-XXXX

**AN ORDINANCE AMENDING THE 2016 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 21, 2015 City Council meeting.

2016 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 2016 Master Fee Schedule through Ordinance No. ORD-2015-1628 at the December 21, 2015 Regular City Council meeting.
- (c) Upon consideration and review of the 2016 Master Fee Schedule, the City Council desires to amend the fee schedule as follows:

Rental Licensing: (Annual License)	\$80 per property, plus \$2 for each additional unit. The annual license fee will be tripled to cover the three year timeframe between license renewals.
Re-inspection with full compliance	No charge
Re-inspection without full compliance	\$100.00 , plus \$25.00 per failing unit
Re-instatement fee with new application	\$100.00
Conversion fee	\$100.00
Nuisance call fee	\$250.00 for first required notification. \$500.00 for repeat notifications

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

ATTEST:

Phil Rice, Mayor

Introduced: June 20, 2016

Adopted: _____
Published: _____
Effective: _____

Amy T. Oehlers, City Clerk

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

COUNCIL MEMO FORM

9.4

Meeting Date	July 5, 2016
Agenda Section	Ordinances and Resolutions
Item Description	ORD/Granting an easement to City of Champlin at Champlin Substation. (2 nd Reading)
Submitted By	Dan Voss, Electric Utility Director

BACKGROUND INFORMATION

The City of Champlin is requesting an easement to construct a cul-de-sac on 128th Lane. Approximately 50 feet lies within the southwest portion of the Champlin substation property. The city of Champlin will be responsible maintenance, repair and snow removal of the cul-de-sac. The easement has been reviewed by the city attorney.

FINANCIAL IMPACT

Granting the easement has no financial impact.

COUNCIL ACTION REQUESTED

This is the second reading of this ordinance. At the June 20th council meeting there were no corrections or additions requested by council. However, a map of the area has been included for this second reading.

Request that council approve the ordinance granting an easement to construct a cul-de-sac to the City of Champlin



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

**CITY OF ANOKA, MINNESOTA
ORDINANCE**

ORD-2016-XX

**AN ORDINANCE GRANTING AN EASEMENT TO THE CITY OF CHAMPLIN
FOR CONSTRUCTING A CUL-DE-SAC**

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

WHEREAS, The city of Anoka owns property located in the City of Champlin, County of Hennepin, State of Minnesota, commonly known as 10209 French Lake Road, Champlin, MN 55316; and

WHEREAS, City of Champlin desires a street easement of approximately 3,085 sq. ft. to construct a cul-de-sac on 128th Lane N. for public use.

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

1. The City Council authorizes and directs the City Manager and City Clerk to execute an agreement and all of the documents necessary to complete the lease.
2. This ordinance shall be in force and effective seven (7) days after publication.

ATTEST:

Phil Rice, Mayor

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

Amy T. Oehlers, City Clerk

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

STREET EASEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2016 by and between the City of Anoka., a Minnesota municipal corporation (“Grantor”) and the City of Champlin, a Minnesota municipal corporation (“Grantee”).

RECITALS

A. Grantor is the fee owner of the following property in Hennepin County, Minnesota (the “Property”):

10209 French Lake Road, Champlin, MN 55316

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Grant of Easement. Grantor hereby grants to Grantee a perpetual easement for street and snow storage purposes (the “Street Easement”) over a portion of the Property. The Street Easement may be used by the public, Grantee and the agents, invitees, tenants, successors and assigns of Grantee as owner.
2. Construction of Street. Grantee shall construct a street within the Street Easement according to the specifications approved by Grantee and Grantor.
3. Maintenance of Street Easement. Grantee shall be responsible for any maintenance or repair of the street located within the Street Easement.
4. Easement Runs with the Land. The terms of this Agreement shall constitute covenants running with, and appurtenant to, and burden, the Property, and all such terms shall inure to the benefit of and be binding upon the undersigned parties and their respective successors and assigns who become and remain owners of any portions of the Property.
5. Indemnification. Grantee indemnifies and agrees to defend and hold Grantor and their successors and assigns harmless of and from any and all claims, causes of action, liabilities, judgements, costs and expenses (including reasonable attorney’s fees) arising out of bodily injury, death or property damage occurring in the Street Easement and caused by the negligence or misconduct of the public or the Grantee or its agents, customers, invitees, and tenants unless specifically caused by the negligence of Grantor.

The indemnification contained herein shall be binding upon the indemnitors and their successors and assigns.

6. Title. Grantor covenants and warrants that it is the owner of the Property, free and clear of all liens.

7. Governing Law; Miscellaneous. This Street Easement shall be governed by and construed in accordance with the laws of the State of Minnesota and shall inure to the benefit of and be binding upon all future owners of all or part of the Property. If any party bound or benefitted by this Street Easement commences litigation against another party for damages for breach hereof or otherwise for enforcement or specific performance hereof, the prevailing party will be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred by the prevailing party, including, without limitation, any and all costs incurred in enforcing, perfecting and executing such judgement. Section headings are inserted only for convenient reference and do not define nor are they to prescribe the scope of this Street Easement. Where appropriate the singular shall include the plural, the masculine, the feminine or neuter, and vice versa.

IN WITNESS WHEREOF, the parties hereto have executed this _____ day
of _____, 2016.

CITY OF CHAMPLIN

By: _____
ArMand Nelson, Mayor

By: _____
Roberta Colotti, City Clerk

CITY OF ANOKA

By: _____
Phil Rice, Mayor

By: _____
Amy T. Oehlers, City Clerk

[Notary Blocks on Next Page]

EXHIBIT A
Legal Description

Street Easement Description

An easement over, under, and across that part of the East Half of Section 24, Township 120, Range 22, described as commencing at a point on the North-South Quarter line, said point being 55.5 feet north of the center of the section, thence south along said Quarter line which is assumed to bear South 00 degrees 12 minutes 50 seconds East, for a distance of 355.5 feet; thence east, at a right angle, for a distance of 300 feet; thence north, at a right angle for a distance of 467.84 feet; thence southwesterly, at a 113°52' angle, for a distance of 141.29 feet; thence northwesterly at a 5°54' angle, for a distance of 179.65 feet to the point of beginning.

Said easement lies within the circumference of a circle having a radius of 48.00 feet. The radius point of said circle is located by commencing at the center of said Section 20; thence South 00 degrees 12 minutes 50 seconds East along said Quarter line, a distance of 300.00 feet to southwest corner of the previously described parcel; thence South 83 degrees 22 minutes 00 seconds East, a distance of 46.13 feet to said radius point.

Total Easement Area – 3,085 sq. ft.

EXHIBIT B
Easement Area

[Attached on Next Page]

EASEMENT DESCRIPTION

A cul-de-sac easement over, under, and across that part of the East Half of Section 24, Township 120, Range 22, described as commencing at a point on the North-South Quarter line, said point being 55.5 feet north of the center of the section, thence south along said Quarter line which is assumed to bear South 00 degrees 12 minutes 50 seconds East, for a distance of 355.5 feet; thence east, at a right angle, for a distance of 300 feet; thence north, at right angle for a distance of 467.84 feet; thence southwesterly, at a 113°52' angle, for a distance of 141.29 feet; thence northwesterly at a 5°54' angle, for a distance of 179.65 feet to the point of beginning.

Said easement lies within the circumference of a circle having a radius of 48.00 feet. The radius point of said circle is located by commencing at the center of said Section 20; thence South 00 degrees 12 minutes 50 seconds East along said Quarter line, a distance of 300.00 feet to southwest corner of the previously described parcel; thence South 83 degrees 22 minutes 00 seconds East, a distance of 46.13 feet to said radius point.

Easement Area: 3,085 Sq Ft



 Easement Area



SCALE IN FEET

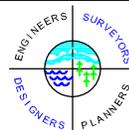
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 14th day of April, 2016.

SATHRE-BERGQUIST, INC.

David B. Pemberton, PLS
pemberton@sathre.com

Minnesota License No. 40344



SATHRE-BERGQUIST, INC.

150 South Broadway Ave.
Wayzata, MN. 55391
(952) 476-6000 www.sathre.com

Easement Exhibit
Prepared For
RESERVE AT ELM CREEK, INC.

Date: 04-14-16	Revision Date: DBP
Prepared By: EMW	Check By: DBP
Layout Sheet: CDS EASEMENT	1/1
Project Number: 3120-044	

COUNCIL MEMO FORM

9.5

Meeting Date	July 5 , 2016
Agenda Section	Ordinances and Resolutions
Item Description	ORD/Opt-Out; Temporary Healthcare Housing
Submitted By	Doug Borglund, Deputy Community Development Director

BACKGROUND INFORMATION:

On May 12, 2016, the Governor signed into law the creation and regulation of temporary family health care dwellings, codified at Minn. Stat. § 462.3593, which permit and regulate temporary family health care dwellings. Subdivision 9 of Minn. Stat. §462.3593 allows cities to “opt out” of those regulations.

The law provides the following definition: "Temporary family health care dwelling" means a mobile residential dwelling providing an environment facilitating a caregiver's provision of care for a mentally or physically impaired person that meets the requirements below.

The law allows landowners to place mobile residential dwellings on their property to serve as a temporary family health care dwelling up to 300 square feet in size with temporary utility service. People who may call this type of unit home on a temporary basis must be a mentally and/or physically impaired person requiring assistance with two or more instrumental activities of daily living and documentation signed by a physician, a physician assistant, or an advanced practice registered nurse licensed to practice in this state. These types of units are considered exempt from certain elements of local zoning regulations by law. The law allows these types of units through a permitting process and grants a timeline of 6 months for the use of the unit and allows an extension of 6 additional months to the permit, if requested.

The recommendation at this time is to exercise the opt-out provision. Some requirements of the law are unclear as to implementation and in some aspects will be difficult to administer. Further, the City of Anoka is a fully urbanized community with smaller lot sizes which will make it difficult to locate these types of units without overuse of most residential real estate.

FINANCIAL IMPACT:

No financial impact.

COUNCIL REQUESTED ACTION:

Hold the first reading on an ordinance establishing Chapter 1, Article III. Opting-Out of the Requirements of Minnesota Statutes, Section 462.3593, which defines and regulates Temporary Family Health Care Dwellings.



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

CITY OF ANOKA, MINNESOTA

ORDINANCE

ORD-2016-XXX

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

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

Section 1. Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, Chapter 1, Article III. Opting-Out of the Requirements of Minnesota Statutes, Section 462.3593, is hereby established into the City Code of the City of Anoka, by an affirmative vote of a majority of the Anoka City Councilmembers present, to read as Exhibit A, hereto attached.

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

ATTEST:

Phil Rice, Mayor

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

Amy T. Oehlers, City Clerk

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

CHAPTER 1. GENERAL PROVISIONS

ARTICLE III. Opting-Out of the Requirements of Minnesota Statutes Section 462.3593

Section 1-1. Opt-out of Minnesota Statutes, Section 462.3593.

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

COUNCIL MEMO FORM

9.6

Meeting Date	07-05-2016
Agenda Section	Ordinances & Resolutions
Item Description	ORD/Approving Lease Agreement & First Amendment with Dennis & Beverly Medved; Riverplace Duplexes (1 st Reading)
Submitted By	Doug Borglund, Deputy Community Development Director

BACKGROUND INFORMATION

At your meetings in May the Council adopted multiple resolutions approving the Purchase Agreement, Property Exchange & Development Agreement with Dennis & Beverly Medved.

Along with those approvals, authorization was given to sign all other necessary documents related to this transaction. One of those documents included a Lease Agreement between the City and Dennis & Beverly Medved for the duplexes on Fremont Street. Our Charter requires that leases be approved by Ordinance.

Included in your packet is the original Lease Agreement and a First Amendment to the lease agreement. The First Amendment makes corrections to and redefines the legal description of the premises.

FINANCIAL IMPACT

N/A. Addressed in Section 2.5 of the Property Exchange Agreement which was already approved.

COUNCIL ACTION REQUESTED

Hold the First Reading of an ordinance approving the Lease Agreement & First Amendment.



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

**CITY OF ANOKA, MINNESOTA
ORDINANCE**

ORD-2016-

**AN ORDINANCE APPROVING A LEASE AGREEMENT & FIRST AMENDMENT
TO THE LEASE AGREEMENT BETWEEN THE
CITY OF ANOKA AND DENNIS & BEVERLY MEDVED**

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

WHEREAS, the City of Anoka owns real property as redefined premises shown in Exhibit A of the First Amendment to Lease Agreement; and

WHEREAS, the City of Anoka and Dennis & Beverly Medved desire to enter into a Lease Agreement and a First Amendment to the Lease 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 lease the property identified in and pursuant to the terms of the Lease Agreement the First Amendment to the Lease Agreement.

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

1. The City Council approves the Lease Agreement and First Amendment to the Lease Agreement, hereto attached.
2. The City Council authorizes and directs the Mayor and City Clerk to execute an agreement and all of the documents necessary to complete this transaction.
3. This ordinance shall be in full force and effective seven (7) days after publication.

ATTEST:

Phil Rice, Mayor

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

Amy T. Oehlers, City Clerk

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

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") dated May 23, 2016 (the "Effective Date") by and between THE CITY OF ANOKA, a Minnesota municipal corporation (the "Landlord"), and DENNIS E. MEDVED and BEVERLY A. MEDVED (the "Tenant") (Landlord and Tenant are each a "Party" and sometimes collectively referred in this Lease as the "Parties").

RECITALS

- A. As of the date of this Lease, Landlord acquired from Tenant real property located in Anoka County, Minnesota and described on attached Exhibit A (the "Premises") which is improved with several buildings ("Building") and other improvements operated by Riverplace Counseling Center, Inc. ("Riverplace") as a tenant of Tenant, pursuant to that certain Real Property Exchange Agreement dated May 23, 2016 (the "Exchange Agreement").
- B. Pursuant to the Exchange Agreement, Tenant acquired from Landlord other real property in the City of Anoka on which Tenant will construct new improvements into which Riverplace will relocate (the "Relocation Property").
- C. In accordance with sections 2.3.4 and 2.5 of the Exchange Agreement, Tenant desires to lease the Premises from Landlord and Landlord desires to lease such premises to Tenant, to allow Riverplace to continue to operate in the Premises until the Relocation Property is available, all pursuant to the terms and conditions of this Lease.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1. PREMISES.

- A. Leased Premises. Landlord hereby leases and demises to Tenant, and Tenant hereby leases from Landlord the exclusive right of use of the Riverplace Property including any and all buildings and improvements on the land (the "Premises").
- B. Acceptance of Premises. By executing this Lease, Tenant agrees that, except as otherwise provided in this Lease, (i) Tenant is accepting the Premises in its existing condition "as-is," (ii) Landlord has made and makes no representation or warranty of any kind about the condition of the Premises or its fitness for any use, and (iii) Landlord has no obligation under this Lease to make repairs or replacements of all or any part of the Premises.
- C. Leasehold Improvements. Landlord is not required to make any leasehold improvements.

ARTICLE 2. TERM.

- A. Term. The Term of this Lease shall commence on the Closing Date of the Exchange Agreement ("Commencement Date") and shall continue for sixty (60) days after the date in which Tenant receives a certificate of occupancy from the City of Anoka and any other government approvals necessary or desirable for the conduct of business by Riverplace at the Relocation Property (the "Expiration Date"). The period of time from the Commencement Date

until the Expiration Date shall be referred to as the "Term." If Landlord and Tenant do not close on the Exchange Agreement, this Lease shall be void.

B. Early Termination. Tenant may terminate this Lease early at any point by providing Landlord written notice, at which point the termination shall be effective on any date as stated by Tenant in such notice.

C. Holdover. If Tenant does not vacate the Premises on or before the Expiration Date, Tenant shall be a tenant at will for the holdover period and all the terms and provisions of this Lease shall be applicable during that period, except Tenant shall pay Landlord as Monthly Rent (defined below) for the period of such holdover. Tenant shall indemnify, defend and hold harmless Landlord for any claim, damage, loss or expense arising in connection with Tenant's failure to vacate without the consent of the Landlord. Tenant agrees to vacate and deliver the Premises to Landlord within ten (10) days from written notice from Landlord to vacate at any time following the Expiration Date. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend the term of this Lease.

D. Early Possession. As of the Effective Date, Tenant is in possession of the Premises and Tenant will have continuous possession of the Premises until the expiration of the Term.

ARTICLE 3. RENT. As partial consideration in the Exchange Agreement and as evidenced in the Section 2.5 of the Exchange Agreement, the Parties agree that during the Term, Tenant shall not have to pay Landlord monthly rent for use of the Premises.

ARTICLE 4. SECURITY DEPOSIT. Tenant shall not be required to provide a security deposit with Landlord.

ARTICLE 5. USE. Tenant shall use the Premises for any legal purpose, and the Parties agree that Tenant has the right to allow Riverplace to continue its operations within the Premises as a subtenant of Tenant during the duration of this Lease.

ARTICLE 6. UTILITIES AND TAXES. Tenant shall pay when due during the Lease Term (i) all charges for utilities used on the Premises; (ii) all real estate taxes imposed on the Premises and annual installments of special assessments prorated for the period in which Tenant has possession of the Premises; (iii) all sales and use taxes imposed as a result of the business conducted on the Premises; and (iv) all personal property taxes assessed against personal property situated thereon prorated for the period in which Tenant has possession of the Premises. Landlord and Tenant acknowledge and agree that this Lease shall be "net" to Landlord, with all expenses incurred for occupancy of the Premises during the term of the Lease payable by Tenant.

ARTICLE 7. OBLIGATIONS OF TENANT. Tenant agrees that it shall:

A. Compliance with Laws and Rules. Comply with all laws, ordinances, and regulations applicable to the Premises.

B. Condition of Premises. Keep the Premises in good order and condition and commit no waste on the Premises.

C. Condition on Termination. On the termination of this Lease in any manner whatsoever, remove Tenant's goods and effects and those of any other person claiming under Tenant, and quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same exists at the commencement of the Lease Term, subject only to (i) reasonable use, wear, and tear, (ii) repairs which are Landlord's obligations, if any, (iii) damage from fire or other casualty not caused by or through Tenant; and (iv) removal of personal property as detailed in Article 7(I). Goods and effects not removed by Tenant at the termination of this Lease, however terminated, shall be deemed abandoned, and Landlord may dispose of the same as it deems expedient. In the event Landlord incurs any costs in removing Tenant's abandoned property, Tenant shall, upon request of Landlord, reimburse Landlord for said costs within thirty (30) days of receipt of written notice of said costs by Landlord. Notwithstanding the foregoing, and with the exception of reimbursement for abandoned property costs, Landlord and Tenant acknowledge that Landlord intends to demolish the existing improvements after Landlord regains possession and, accordingly, Landlord shall accept the Premises in "as-is" condition at the time of surrender by Tenant as long as the Premises are in a safe condition, with all buildings in weather-tight condition

D. Assignment of Tenant's Interests. Tenant may assign or sublease any or all of the Premises at any time during the Term of the Lease to any affiliate of Tenant or to any third party, provided Landlord gives written consent which shall not be unreasonably withheld, conditioned or delayed. No consent from Landlord is necessary for subletting or assignment of Tenant's rights to Riverplace.

E. No Signs. Tenant must receive written approval for any additional signage and signage must comply with existing city and building codes.

F. No Damage. Not overload, damage, or deface the Premises or do any act which may make void or voidable any insurance on the Premises or the Building or which may result in an increased or extra premium payable for Landlord's insurance covering the Property.

G. No Alterations. Not make any alteration of or addition to the Premises without the prior written approval of Landlord.

H. No Liens. Keep the Premises and the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant. Tenant shall not make any improvements, additions, or alterations to the Premises without Landlord's prior written consent, which Landlord may grant or deny in Landlord's sole discretion. If Landlord consents to any improvements, additions, or alterations to the Premises, Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1½) times any and all estimated costs, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work.

I. Removal of Personal Property and Salvage. Until Tenant surrenders possession of the Premises, Tenant and Riverplace shall each have the right to remove personal property from the Riverplace Property and Premises, including without limitation furnishings and fixtures owned by Tenant or Riverplace (which in any event was not included in the Medved Property acquired by the

City under the Exchange Agreement) and the following items located in 1814 South Ferry St. Building "B" (whether or not such items may otherwise be considered to be "real property"):

- (1) stained glass window, (2) oak pocket door and (3) fireplace mantle.

ARTICLE 8. HAZARDOUS SUBSTANCES.

A. No Hazardous Substances. Tenant will not cause or permit to occur any generation, manufacture, storage, treatment, transportation, release, or disposal of any "Hazardous Substances," as that term is defined in paragraph F, on, in, under, about or from the Premises, and Tenant shall not bring or permit others to bring any such materials onto the Premises or the Property, except in such minimum quantities as are required by Tenant for the conduct of ordinary business office activities and in compliance with all applicable environmental, health, safety, reporting and disclosure laws and regulations.

B. No Destruction of Existing Materials. Tenant will not drill holes in, sand, cut, chip, abrade, remove, repair, replace or otherwise disturb any ceiling tile, floor tile, linoleum or mastic within the Premises without Landlord's express written consent.

C. Removal. Tenant shall immediately remove and dispose of any Hazardous Substances found on the Premises pursuant to all Environmental Laws and, if applicable, pursuant to a remediation plan approved by the Minnesota Pollution Control Agency.

D. Notices. During and after the Lease Term, Tenant shall promptly provide Landlord with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, complaints, investigations, judgments, letters, notice of environmental liens, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, the State of Minnesota Pollution Control Agency, or other federal, state or local agency or authority, or any other entity or individual, concerning (i) any Hazardous Substance regarding the Property or the Premises; (ii) the imposition of any lien on the Property or the Premises; or (iii) any alleged violation of or responsibility under any Environmental Law.

E. Definitions. Hazardous Substance means any substance designated pursuant to the Clean Water Act, Title 33 U.S.C. Section 1321 or Minnesota Statute Chapter 115 or Chapter 116, any element, compound, mixture, solution, constituent, or substance designated pursuant to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") Title 42 U.S.C. Section 9602 or the Minnesota Environmental Response and Liability Act ("MERLA"), Minnesota Statute Chapter 115B, any hazardous waste having the characteristics identified under or listed pursuant to the Solid Waste Disposal Act, Title 42 U.S.C. Section 6921 or the Minnesota Waste Management Act, Minnesota Statute Chapter 115A, any toxic pollutant listed under Section 307(a) of the Clean Water Act, Title 33 U.S.C. Section 1317(a) or Minnesota Statute Chapter 115D, any hazardous air pollutant listed under Section 112 of the Clean Air Act, Title 42 U.S.C. Section 7412 or Minnesota Statute Chapter 116, any imminently hazardous chemical substance or mixture with respect to which the Administrator of the Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances

Control Act, Title 15 U.S.C. Section 2606, any Petroleum Product listed under Minnesota Statute Chapter 116C, and any hazardous waste, hazardous substance, pollutant, or contaminant that is regulated or actionable under the law in Minnesota, and any federal, state, or local law, rule, regulation, or common law (“Environmental Laws”). The term “Hazardous Substance” also includes, but is not limited to, polychlorinated biphenyls, asbestos, urea formaldehyde, or related substances and petroleum and petroleum products.

ARTICLE 9. CASUALTY LOSS. In case of damage to the Premises or the Building by fire or other casualty, this Lease shall, at the option of Tenant, be terminated as of the date of such damage by written notice from Tenant to Landlord, and Tenant shall thereupon promptly vacate the Premises. In lieu of terminating this Lease, Tenant may, upon written notice to Landlord and at its sole cost and expense, cause the damage to be repaired and continue its tenancy under the terms and conditions of this Lease.

ARTICLE 10. LIABILITY. Tenant agrees that Landlord and its building manager and their officers and employees shall not be liable to Tenant for (a) any damage to or loss of personal property in the Premises, (b) any damage to vehicles parked anywhere in or on the Property, (c) any damage to or loss of personal property within such vehicles, or (d) any injury or death occurring in, on or about the Premises (such damages, losses, injuries or death being collectively referred to herein as “Losses”) except to the extent that such Losses are the result of the willful misconduct or gross negligence of Landlord, its building manager, or their officers or employees. Landlord and its building manager and their officers and employees shall not be liable to Tenant or those claiming through or under Tenant for any such Losses whether or not such Losses are the result of their negligence and regardless of the extent to which Tenant or any third party is compensated therefor by insurance. Tenant shall indemnify Landlord against, and hold Landlord harmless from, liability or claims thereof, arising out of any Losses, except to the extent arising from the gross negligence or willful misconduct of Landlord.

ARTICLE 11. INSURANCE.

A. Insurance by Landlord. During the Lease Term, Landlord shall maintain, at its own expense, liability insurance, and any other insurance on the Premises and/or the property and interests of Landlord in the Premises that Landlord deems necessary, with coverage and in amounts deemed reasonable by Landlord from time to time.

B. Insurance by Tenant. Tenant shall, during the Lease Term, procure and keep in force the following insurance:

- (1) Commercial general liability and fire insurance with extended coverage, naming Landlord and Landlord’s managing agent for the Property as additional insureds against any and all claims for bodily injury and property damage occurring in, or about the Premises arising out of Tenant’s use and occupancy of the Premises. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000). If Tenant has other locations that it owns or leases the policy shall include an aggregate limit per location endorsement. Such liability insurance shall be primary and not contributing to any insurance available to Landlord and Landlord’s insurance

shall be in excess thereto. In no event shall the limits of such insurance be considered as limiting the liability of Tenant under this lease.

- (2) Personal property insurance insuring all equipment, trade fixtures, inventory, fixtures and personal property located on or in the Premises for perils covered by the cause of loss - special form (all risk). Such insurance shall be written on a replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement value of the aggregate of the foregoing.
- (3) Workers' compensation insurance in accordance with Minnesota law.
- (4) Business interruption insurance to cover a period of not less than 6 months.

C. Policy Requirements. The policies required to be maintained by Tenant shall be issued by companies rated A- or better in the most current issue of Best's Insurance Reports. Insurers shall be licensed to do business in the State of Minnesota and domiciled in the USA. Tenant shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Premises, and to Landlord as required by this Lease. Each policy of insurance shall provide notification to Landlord at least thirty (30) days before any cancellation or modification to reduce the insurance coverage.

D. Subrogation. Landlord and Tenant mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property, to the extent that such loss or damage is insured by an insurance policy required to be in effect at the time of such loss or damage.

ARTICLE 12. INDEMNIFICATION. Tenant shall indemnify, hold harmless, and defend Landlord (except for Landlord's gross negligence or willful misconduct) against all claims, losses or liabilities for injury or death to any person or for damage to or loss of use of any property arising out of any occurrence in, on or about the Property, if caused or contributed to by Tenant or Tenant's agents or invitees, or arising out of any occurrence in, upon or at the Property or Premises, or on account of the use, condition, occupational safety or occupancy of the Property or Premises. It is the intent of the parties hereto that the indemnity contained in this Article shall not be limited or barred by reason of any negligence on the part of Landlord or Landlord's agents, except as expressly provided herein, but shall be apportioned between Tenant and Landlord to the extent arising from the gross negligence or willful misconduct of Landlord. Such indemnification shall include and apply to attorneys' fees, investigation costs, and other costs actually incurred by Landlord. Tenant shall further indemnify, defend and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. The provisions of this Article shall survive the expiration or termination of this Lease with respect to any damage, injury, death, breach or default occurring before such expiration or termination. This Lease is made on the express conditions that Landlord shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause, in any way connected with the condition, use, occupational safety or occupancy of the Property or Premises specifically including, without limitation, any liability for injury to the person or property of

Tenant or Tenant's agents, employees, contractors, invitees or licensees except to the extent arising from the gross negligence or willful misconduct of Landlord.

ARTICLE 13. EMINENT DOMAIN. If the entire Premises are taken by eminent domain, this Lease shall automatically terminate as of the date of taking. If a portion of the Premises are taken by eminent domain, Landlord shall have the right to terminate this Lease as of the date of taking by giving notice thereof to Tenant within ninety (90) days after such date of taking. All damages awarded for a taking under the power of eminent domain shall belong to and be the exclusive property of Landlord, whether such damages be awarded as compensation for diminution in value of the leasehold estate hereby created or to the fee of the Premises; provided, however, that Landlord shall not be entitled to any separate award made to Tenant for relocation. Further, if any part of the Property is taken by eminent domain so as to render more than one-third (1/3) of the Building, based upon the present total square footage of the Building, untenable, then Landlord shall have the option to terminate this Lease whether or not the Premises are affected.

ARTICLE 14. DEFAULT. If Tenant defaults under this Lease, Landlord shall have as its exclusive remedy the right to terminate the Lease and Tenant's right to possession.

ARTICLE 15. NOTICES. Any notice, demand, request or other communication which may or shall be given or served by the parties shall be deemed to have been given or served on the date the same is deposited in the United States Mail, registered or certified, postage prepaid; delivered by a nationally recognized overnight delivery company, or actually received by the recipient and addressed as follows:

If to Landlord: City Manager
 Anoka City Hall
 2015 First Avenue North
 Anoka, MN 55303-2270

With a copy to: Scott C. Baumgartner
 Hawkins & Baumgartner, P.A.
 2140 4th Avenue North
 Anoka, MN 55303

If to Tenant: Dennis and Beverly Medved
 701 Belville Blvd.
 Golden Gate, FL 34104

With a copy to: Eric H Galatz
 Stinson Leonard Street PLLP
 150 South Fifth Street Suite 2300
 Minneapolis, MN 55402

ARTICLE 16. SUBORDINATION. Tenant accepts this Lease subject and subordinate to all mortgages or trust deeds, now or hereafter a lien upon or affecting the Premises. As consideration for the foregoing, for so long as Tenant is not in default under this Lease beyond all applicable cure periods, this Lease shall remain in full force and effect, and Tenant's rights under this Lease, including, without limitation, Tenant's rights to possession and quiet enjoyment shall remain undisturbed for the full term of the Lease (as the same may be extended or renewed) regardless of the foreclosure of any such lien. Tenant shall, at any time hereafter on demand, execute any instruments, releases, or other documents that may be required by any mortgagee, trustee, contract for deed vendor, or landlord for the purpose of subjecting and subordinating this Lease to the lien and rights of any such mortgage or trust deed or mortgagee or trustee or contract for deed vendor, and the failure of Tenant to execute any such instruments, releases, or documents shall constitute a default under this Lease. In the case of failure of Tenant to execute such instruments, releases, or documents on demand, Landlord is hereby authorized as the attorney and agent of Tenant to execute such releases, instruments, or other documents, and in such event Tenant hereby confirms and verifies any such instruments so executed by virtue of this power of attorney. However, in the event that such mortgagee or trustee elects to have this Lease prior in lien to its mortgage or trust deed, then in such event, upon such mortgagee or trustee notifying Tenant to that effect, this Lease shall be deemed prior lien to said mortgage or trust deed. Tenant further agrees to execute such other documents as any mortgagee or trustee may reasonably request confirming any aspects of Tenant's occupancy under this Lease, including but not limited to any attornment agreement. As a condition precedent to executing any such subordination agreement or attornment agreement, Tenant shall have the right to obtain from any lender or lessor of Landlord requesting such an agreement, an agreement in writing providing for Tenant's rights of nondisturbance set forth above.

ARTICLE 17. ESTOPPEL. Tenant shall at any time and from time to time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge, and deliver to Landlord a statement in writing, (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord under this Lease, or specifying such defaults, if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Failure to sign the statement or failure to specify any default claimed shall be deemed approval of the statement submitted to Tenant by Landlord.

ARTICLE 18. GENERAL. This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of lessor and lessee. No waiver of any default of Tenant under this Lease shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. Each term and each provision of this Lease performable by

Tenant shall be construed to be both a covenant and a condition. The topical headings of the several paragraphs and clauses are for convenience only and do not define, limit, or construe the contents of such paragraphs or clauses.

ARTICLE 19. INTEGRATION CLAUSE. All preliminary negotiations regarding the lease of the Riverplace Property are merged into and incorporated in this Lease. This Lease can only be modified or amended by an agreement in writing signed by the parties hereto. All provisions hereof shall be binding upon the heirs, successors, and assigns of each party hereto.

ARTICLE 20. LAWS THAT GOVERN. The terms and conditions of this Lease shall be governed by the laws of the State of Minnesota, and all actions regarding the Lease shall be venued in Anoka County, Minnesota.

ARTICLE 21. FORCE MAJEURE. This Lease and the obligations of the Tenant under this Lease shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations under this Lease or is delayed in doing so, to the extent such inability or delay is caused by reason of war, civil unrest, strike, labor troubles, unusually inclement weather, governmental delays, problems directly or indirectly arising from what are commonly known as “year 2000” failures of mechanical, electrical or electronic equipment, the inability to procure services or materials despite reasonable efforts, third party delays, acts of God, or any other cause(s) beyond the reasonable control of the Landlord (which causes are referred to collectively herein as “Force Majeure”). Any time specified obligation of Landlord in this Lease shall be extended one day for each day of delay suffered by Landlord as a result of the occurrence of any Force Majeure.

ARTICLE 22. BROKERS. Each party represents and warrants to the other parties that there is no broker involved in this transaction with whom the warranting party has negotiated or to whom the warranting party has agreed to pay a broker commission. Each party agrees to indemnify the other parties for any and all claims for brokerage commissions or finders’ fees in connection with negotiations for the purchase and sale of the Properties arising out of any alleged agreement or commitment or negotiation by the indemnifying party.

ARTICLE 23. MISCELLANEOUS.

A. All Obligations Are Rent. Unless the context clearly denotes the contrary, the words “Monthly Rent” and “Additional Rent” as used in this Lease not only includes cash rental for the Premises, but also all other payments and obligations to pay assumed by the Tenant, whether such obligations to pay run to the Landlord or to other parties.

B. Legal Costs. In any litigation between the parties arising out of this Lease, the nonprevailing party shall pay to the prevailing party all reasonable expenses and costs including attorneys’ fees incurred by the prevailing party in connection with the litigation (including fees and costs in preparation for and at trial, and on appeal, if applicable) (“Legal Costs”). The Legal Costs shall be payable on demand, and, if the prevailing

party is Landlord, the Legal Costs shall be deemed Additional Rent, subject to all of Landlord's rights and remedies provided herein.

C. Time. Time is of the essence of this Lease.

D. Invalidity. If any part of this Lease or any provision hereof shall be adjudicated to be void or invalid, then the remaining provisions hereof not specifically so adjudicated to be invalid, shall be executed without reference to the part or portion so adjudicated, insofar as such remaining provisions are capable of execution.

E. Terms; Construction. Where appropriate, singular terms include the plural and plural terms include the singular. Each party agrees that in any dispute regarding the interpretation or construction of this Lease, no presumption will operate in favor of or against any part hereto by virtue of its role in drafting or not drafting the terms and conditions set forth herein.

F. Counterpart signatures. The parties agree that this Lease may be executed in two or more counterparts, all of which when taken together shall comprise one and the same instrument. Each party agrees that the other party may rely upon facsimile copies of the signatures of such party.

ARTICLE 33. EXHIBITS. The following Exhibits are attached to and incorporated in this Lease:

EXHIBIT A **PREMISES**

[The remainder of this page has been left blank intentionally. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:

THE CITY OF ANOKA

By: 
Name: PHIL RICE
Its: MAYOR

TENANT:

DENNIS E. MEDVED

By: 
Name: _____

BEVERLY A. MEDVED

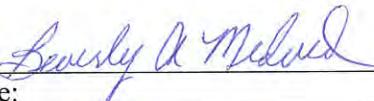
By: 
Name: _____

EXHIBIT A

PREMISES

Parcel 1:

That part of Lot 15, Block 1, Map of a Resurvey of a Portion of the Town of Anoka made under direction of the Country Auditor and under Section No. 108 of an Act approved March 7, 1878, more commonly known as Allard's Resurvey, Anoka County, Minnesota, lying Southerly of the Northerly 69.0 feet thereof, as measured at right angles to the Northeasterly line of said Lot 15; and lying North of the following described line: Commencing at the most Northerly corner of said Lot 15; thence South 18 degrees West along the Westerly line of said Lot 15 a distance of 69.0 feet; thence continue South 18 degrees West along said Westerly line of Lot 15 and the extension thereof a distance of 131.27 feet; thence North 89 degrees 36 minutes 45 seconds East a distance of 14.15 feet to a point to be hereafter known as Point "A"; thence North 84 degrees 24 minutes 50 seconds West to intersect said Westerly line of Lot 15 and the actual point of beginning of the line to be described; thence return South 84 degrees 24 minutes 50 seconds East to said Point "A"; thence North 89 degrees 36 minutes 45 seconds East to intersect the shore of the Rum River and there terminating.

EXCEPT that part conveyed to the State of Minnesota by Warranty Deed dated May 4, 2001, filed June 28, 2001, as Document No. 1582357.

Anoka County, Minnesota
Abstract Property

Parcel 2:

The Northerly 69.0 feet of Lot 15, Block 1, as measured at right angles to the Northerly line of said Lot 15, "Map of a resurvey of a portion of the Town of Anoka, made under direction of the County Auditor and under Section No. 108 of an Act approved March 7, 1878", more commonly known as Allard's Resurvey, according to the map or plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota.

EXCEPT that part conveyed to the State of Minnesota by Warranty Deed dated May 4, 2001, filed June 28, 2001, as Document No. 1582357.

Anoka County, Minnesota
Abstract Property

Parcel 3:

The South Half of Lot 14, Block 1, of Map of Allard's Resurvey of a portion of the Town of Anoka, Anoka County, Minnesota made under direction of the Country Auditor and under Section No. 108 of an act approved March 7, 1878. It being understood that the South Half as above expressed comprises all the land South of a line commencing at a point at middle of West line of said Lot 14, and running at right angles to said West line to Rum River contained in said Lot 14.

EXCEPT that part conveyed to the State of Minnesota by Warranty Deed dated May 4, 2001, filed June 28, 2001, as Document No. 1582357.

Anoka County, Minnesota
Abstract Property

Parcel 4:

Lot 13, Block 1, of a Map of Allard's Resurvey of a portion of the Town of Anoka, excepting the five following described tracts:

1. Commencing at a point on the West line of said Lot 13, Block 1, 96 feet South of the Northwest corner of said Lot 13; thence Easterly and at right angles to the West line of said Lot 13, a distance of 120 feet; thence Southerly on a line parallel with the Western boundary of said Lot 13, 50 feet; thence Westerly on a line parallel with the first above described line 120 feet in length, to the West line of said Lot 13; thence Northerly on the West line of Lot 13, 50 feet to the point of commencement in the City of Anoka.
2. Commencing at a point on West line of said Lot 13, 61 feet South from Northwest corner thereof; thence in an Easterly direction 136 feet to a point 40 feet South of the North line of said Lot 13; thence North to a point on the North line of said Lot 13 which is distant 144 feet East from the Northwest corner of said Lot 13; thence West on the North line of said Lot 13 to the Northwest corner of said Lot 13; thence Southerly 61 feet on the West line of said Lot 13 to the point of commencement.
3. Beginning on the Westerly line of said Lot 13 at a point 96 feet Southerly of the Northwest corner of said Lot 13; thence Easterly at right angles to said Westerly line of said Lot 13 for a distance of 132 feet; thence Northerly in a direct line a distance of 28 feet more or less to the Southeast corner of Tract of Land deeded by Lena G. Chase to Ross W. Chase on December 3, 1954, filed in Book 325 of Deeds, Page 410; thence Westerly on the Southerly line of said Ross W. Chase tract a distance of 136 feet to the Westerly line of said Lot 13 and the Southwest corner of said Ross W. Chase tract; thence Southerly on said Westerly line of Lot 13 a distance of 35 feet to place of beginning.
4. Beginning on the Northerly line of said Lot 13 at a point 144 feet Easterly of the said Northwest corner of Lot 13, said point along being the Northeast corner of said Ross W. Chase tract; thence Southerly on the Easterly line of said Ross W. Chase tract for a distance of 24 feet; thence Easterly and parallel with the said Northerly line of Lot 13 for a distance of 145 feet more or less to Rum River; thence Northerly along Rum River for a distance of 24 feet to the Northerly line of said Lot 13; thence Westerly on said Northerly line of Lot 13, a distance of 145 feet more or less to point of beginning.
5. Commencing at a point on the West line of said Lot 13, which point is distant South 146 feet from the Northwest corner of said Lot 13; thence proceeding Southerly on said West line for a distance of 105.6 feet; thence proceeding Easterly and at right angles to said West line for a distance of 133 feet; thence proceeding Northerly and in a straight line to a point on a line extended at right angles to said West line, and Easterly from the point of commencement which point is distant Easterly from the point of commencement 154 feet; thence proceeding Westerly on said line extended at right angles to said West line, and Easterly from the point of commencement, to the point of commencement.

ALSO EXCEPT that part conveyed to the State of Minnesota by Warranty Deed dated May 4, 2001, filed June 28, 2001, as Document No. 1582357.

Anoka County, Minnesota
Abstract Property

Parcel 5:

The South 66 feet of the East 39 feet of Lot 28 and the South 66 feet of Lot 29, Auditor's Subdivision No. 154, Anoka County, Minnesota.

Anoka County, Minnesota
Abstract Property

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT (this "Amendment") is made effective as of June ___, 2016 by and between THE CITY OF ANOKA, a Minnesota municipal corporation (the "Landlord"), and DENNIS E. MEDVED and BEVERLY A. MEDVED (the "Tenant") (Landlord and Tenant are each a "Party" and sometimes collectively referred to herein as the "Parties") to that certain Lease Agreement dated as of May 23, 2016 (the "Lease Agreement").

WHEREAS, Landlord and Tenant mutually desire to amend the Lease Agreement;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

Section 1. Premises Redefined. The Premises identified in the Lease Agreement and as described on Exhibit A attached to the Lease Agreement shall be modified by removing Parcel 5 from the description of "Premises" in the Lease Agreement and from Exhibit A to the Lease Agreement. Exhibit A attached to this Amendment shall constitute the new Exhibit A to the Lease Agreement and shall encompass the Parties desired property to be included in the Lease Agreement.

Section 2. Ratification.

Except as expressly amended by this Amendment, the Lease Agreement is hereby ratified and confirmed and shall remain in full force and effect.

Section 3. Counterparts.

This Amendment may be executed in counterparts and by different parties on different counterparts with the same effect as if the signatures thereto were on the same instrument. This Amendment shall be effective and binding upon both parties hereto when both parties have executed a counterpart of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives effective as of the day and year first above written.

LANDLORD:

CITY OF ANOKA,
a Minnesota municipal corporation

Dated: _____

By: _____
Phil Rice
Its: Mayor

TENANTS:

Dated: _____

Dennis E. Medved

Dated: _____

Beverly A. Medved

EXHIBIT A

PREMISES

Parcel 1:

That part of Lot 15, Block 1, Map of a Resurvey of a Portion of the Town of Anoka made under direction of the Country Auditor and under Section No. 108 of an Act approved March 7, 1878, more commonly known as Allard's Resurvey, Anoka County, Minnesota, lying Southerly of the Northerly 69.0 feet thereof, as measured at right angles to the Northeasterly line of said Lot 15; and lying North of the following described line: Commencing at the most Northerly corner of said Lot 15; thence South 18 degrees West along the Westerly line of said Lot 15 a distance of 69.0 feet; thence continue South 18 degrees West along said Westerly line of Lot 15 and the extension thereof a distance of 131.27 feet; thence North 89 degrees 36 minutes 45 seconds East a distance of 14.15 feet to a point to be hereafter known as Point "A"; thence North 84 degrees 24 minutes 50 seconds West to intersect said Westerly line of Lot 15 and the actual point of beginning of the line to be described; thence return South 84 degrees 24 minutes 50 seconds East to said Point "A"; thence North 89 degrees 36 minutes 45 seconds East to intersect the shore of the Rum River and there terminating.

EXCEPT that part conveyed to the State of Minnesota by Warranty Deed dated May 4, 2001, filed June 28, 2001, as Document No. 1582357.

Anoka County, Minnesota
Abstract Property

Parcel 2:

The Northerly 69.0 feet of Lot 15, Block 1, as measured at right angles to the Northerly line of said Lot 15, "Map of a resurvey of a portion of the Town of Anoka, made under direction of the County Auditor and under Section No. 108 of an Act approved March 7, 1878", more commonly known as Allard's Resurvey, according to the map or plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota.

EXCEPT that part conveyed to the State of Minnesota by Warranty Deed dated May 4, 2001, filed June 28, 2001, as Document No. 1582357.

Anoka County, Minnesota
Abstract Property

Parcel 3:

The South Half of Lot 14, Block 1, of Map of Allard's Resurvey of a portion of the Town of Anoka, Anoka County, Minnesota made under direction of the Country Auditor and under Section No. 108 of an act approved March 7, 1878. It being understood that the South Half as above expressed comprises all the land South of a line commencing at a point at middle of West line of said Lot 14, and running at right angles to said West line to Rum River contained in said Lot 14.

EXCEPT that part conveyed to the State of Minnesota by Warranty Deed dated May 4, 2001, filed June 28, 2001, as Document No. 1582357.

Anoka County, Minnesota
Abstract Property

Parcel 4:

Lot 13, Block 1, of a Map of Allard's Resurvey of a portion of the Town of Anoka, excepting the five following described tracts:

1. Commencing at a point on the West line of said Lot 13, Block 1, 96 feet South of the Northwest corner of said Lot 13; thence Easterly and at right angles to the West line of said Lot 13, a distance of 120 feet; thence Southerly on a line parallel with the Western boundary of said Lot 13, 50 feet; thence Westerly on a line parallel with the first above described line 120 feet in length, to the West line of said Lot 13; thence Northerly on the West line of Lot 13, 50 feet to the point of commencement in the City of Anoka.

2. Commencing at a point on West line of said Lot 13, 61 feet South from Northwest corner thereof; thence in an Easterly direction 136 feet to a point 40 feet South of the North line of said Lot 13; thence North to a point on the North line of said Lot 13 which is distant 144 feet East from the Northwest corner of said Lot 13; thence West on the North line of said Lot 13 to the Northwest corner of said Lot 13; thence Southerly 61 feet on the West line of said Lot 13 to the point of commencement.

3. Beginning on the Westerly line of said Lot 13 at a point 96 feet Southerly of the Northwest corner of said Lot 13; thence Easterly at right angles to said Westerly line of said Lot 13 for a distance of 132 feet; thence Northerly in a direct line a distance of 28 feet more or less to the Southeast corner of Tract of Land deeded by Lena G. Chase to Ross W. Chase on December 3, 1954, filed in Book 325 of Deeds, Page 410; thence Westerly on the Southerly line of said Ross W. Chase tract a distance of 136 feet to the Westerly line of said Lot 13 and the Southwest corner of said Ross W. Chase tract; thence Southerly on said Westerly line of Lot 13 a distance of 35 feet to place of beginning.

4. Beginning on the Northerly line of said Lot 13 at a point 144 feet Easterly of the said Northwest corner of Lot 13, said point along being the Northeast corner of said Ross W. Chase tract; thence Southerly on the Easterly line of said Ross W. Chase tract for a distance of 24 feet; thence Easterly and parallel with the said Northerly line of Lot 13 for a distance of 145 feet more or less to Rum River; thence Northerly along Rum River for a distance of 24 feet to the Northerly line of said Lot 13; thence Westerly on said Northerly line of Lot 13, a distance of 145 feet more or less to point of beginning.

5. Commencing at a point on the West line of said Lot 13, which point is distant South 146 feet from the Northwest corner of said Lot 13; thence proceeding Southerly on said West line for a distance of 105.6 feet; thence proceeding Easterly and at right angles to said West line for a distance of 133 feet; thence proceeding Northerly and in a straight line to a point on a line extended at right angles to said West line, and Easterly from the point of commencement which point is distant Easterly from the point of commencement 154 feet; thence proceeding Westerly on said line extended at right angles to said West line, and Easterly from the point of commencement, to the point of commencement.

ALSO EXCEPT that part conveyed to the State of Minnesota by Warranty Deed dated May 4, 2001, filed June 28, 2001, as Document No. 1582357.

Anoka County, Minnesota
Abstract Property

COUNCIL MEMO FORM

9.7

Meeting Date	July 5, 2016
Agenda Section	Ordinances & Resolutions
Item Description	RES/Approving 2016 Budget Amendment; Downtown Security Officers
Submitted By	Greg Lee, City Manager

BACKGROUND INFORMATION:

In 2016 the City of Anoka hired one full-time sworn officer and two full-time security officers to address issues in the downtown area, parks, and public spaces.

DISCUSSION:

Additional Security Patrols

Currently, there are gaps in the coverage for patrolling the downtown and parks areas, mainly from 10pm to 6am each night, and on weekends. When this program was developed it was understood that there would be gaps and that perhaps 24/7 coverage would not be necessary.

However, based on the activities in the downtown and parks areas this summer, and the feedback staff and Council is getting from citizens, it is becoming evident that 24/7 security patrols coverage during the summer months warrants investigation and consideration.

The cost per full-time security officer is \$51,000; \$33,280 in salary and \$17,720 in benefits, a total of \$102,000 per year for the two additional security officers. However, the actual budget increase would be less than \$102,000 as any proposed additional security officers would only be assigned to downtown /park patrol during the summer months and to the AMRTC or other assignments where we are being reimbursed for their service during the remainder of the year.

Staff calculates the additional budget expenditure for the two additional full-time security officers to be \$61,040. (\$35,440 in benefits and \$25,600 in salary; based on approximately 20 weeks in the summer at \$16 per hour)

Drug Paraphernalia Ordinance

In addition to increased patrols, staff is developing a proposed Drug Paraphernalia Ordinance for the City Council to consider. This ordinance will prohibit the sale of all drug paraphernalia within the City of Anoka.

The proposed Drug Paraphernalia Ordinance schedule is as follows:

- Letters to all current tobacco license holders, 3 building owners, and downtown 1 retailer who is not a tobacco license holder. The letter and a copy of the ordinance language was sent out on June 30th in the afternoon mail.
- Staff has met with a specific building owner to make him aware of the efforts. The building owner has a lease agreement with a retailer and non-tobacco license holder who will be directly affected by the ordinance.
- The first reading of the ordinance is planned for the July 18th City Council meeting.
- The second reading would follow on August 1st meeting.
- Police investigation and activity would began at the direction of the Police Chief post adoption and publishing sometime in August.

COUNCIL ACTION REQUESTED:

It is recommended the City Council authorize a budget adjustment, through the adoption of the enclosed Resolution, to allow for the hire of two full-time security officers to patrol the downtown and park areas during the summer month and serve at the AMRTC or other areas during non-summer months.

The budget amendment reflects an increase in revenue to the Police budget of \$61,000 to cover the cost of the additional Security Officers, which is proposed to occur through the transfer of \$61,000 from the Electric Utility Fund, and an appropriated expenditure from the Police budget for the costs associated with these hires.

On July 18th Staff will be proposing a Drug Paraphernalia Ordinance.



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2016-

A RESOLUTION AUTHORIZING REVISION OF 2016 BUDGET

WHEREAS, Resolution No. 2015-121 appropriated funds for personal services, supplies, other expenses and capital outlay for each department of the City for the year 2016; and

WHEREAS, the City Charter, Chapter 8, Section 8.09, gives the City Council authority to transfer unencumbered appropriation balances from one office, department, or agency to another within the same fund, and increase total appropriations to the extent of the actual revenue, at the request of the City Manager; and

WHEREAS, the City Manager has requested a revision of the 2016 budget revenues and appropriations in accordance with Charter provisions.

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

1. That the **2016 appropriations** for the following budget be revised as follows:

General Fund Police \$ 61,000 Increase New hires - DT Security

2. That the **2016 revenues** for the following budget be revised as follows:

General Fund Police \$ 61,000 Increase Transfers in from Electric Utility Fund

3. That the City Manager and Finance Director bring into effect the provisions of this Resolution.

Adopted by the Anoka City Council this 5th day July 2016.

ATTEST:

Amy Oehlers, City Clerk

Phil Rice, Mayor

COUNCIL MEMO FORM

12.1

Meeting Date	07-05-2016
Agenda Section	Updates & Reports
Item Description	Tentative Agendas
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

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

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

Request Council review and discuss upcoming agenda(s).



City Council - Regular Meeting

Monday, July 18, 2016 - 7:00 p.m.

Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 June 27, 2016 Worksession.
 - July 5, 2016 Regular Mtg.
4. **OPEN FORUM** **The open forum is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and address for the record. Rules of Conduct as listed in the public folder provided at the entrance of the Council Chambers must be adhered to.*
 - 4.1 Eagle Scout; Dominic Tverberg.
5. **PUBLIC HEARING(S)**
6. **CONSENT AGENDA**
 - 6.1 Verified Bills.
 - 6.2 Revising & Setting Council Calendars.
7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
 - 7.1 Planning Items:
 - 7.1.A ORD/Amending Chpt 74; Article V, Division 1; Planned Unit Developments. (1st reading)
 - 7.1.B ORD/Amending Chpt 74, Article IX, Division 1; Accessory Buildings. (1st reading)
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**
 - 9.1 RES/Sale of Bonds, \$1,850,000 G.O. Utility Revenue Bonds, Series 2016B for 2016 & 2017 Stormwater Utility Projects.
 - 9.2 ORD/Opt-Out, Temporary Healthcare Housing. (2nd reading)
 - 9.3 RES/Bond Reimbursement; Greens of Anoka & Fairoak Overpass Project.
 - 9.4 ORD/Approving Lease Agreement & First Amendment with Dennis & Beverly Medved; Riverplace Duplexes. (2nd reading)
 - 9.5 RES/Approving Development Agreement with Vista.

10. **UNFINISHED BUSINESES**

11. **NEW BUSINESS**

11.1 Revision to City Policy XX-XXX; Related to Parks.

12. **UPDATES & REPORTS**

12.1 Quarterly Financial Report.

12.2 Tentative Agendas.

ADJOURNMENT



City Council - Worksession
Monday, July 25, 2016 - 5:00 p.m.
Council Worksession Room
(meeting will not be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL BUSINESS and/or DISCUSSION ITEMS**
 - 3.1 Discussion; Food/Beverage Contract at Green Haven Golf Course & Event Center.
 - 3.2 Discussion: Proposed changes to City Code related to Signs.
 - 3.3 Discussion; Cottage Food Law.
 - 3.4 Discussion; Unmanned Aerial Device Ordinance.
4. **ADJOURNMENT**



CITY COUNCIL BUDGET WORKSESSION

Monday, August 1, 2016 - 6:00 p.m.

Council Chambers

Purpose: Budget Presentation

(by Powerpoint)



City Council - Regular Meeting

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

Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 July 18, 2016 Regular Mtg.
July 25, 2016 Worksession.
4. **OPEN FORUM** **The open forum is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and address for the record. Rules of Conduct as listed in the public folder provided at the entrance of the Council Chambers must be adhered to.*
5. **PUBLIC HEARING(S)**
 - 5.1
6. **CONSENT AGENDA**
 - 6.1 Verified Bills.
 - 6.2 Revising & Setting Council Calendars.
7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
 - 7.1 Planning Items:
 - 7.1.A ORD/Amending Chpt 74; Article V, Division 1; Planned Unit Developments.
(2nd reading)
RES/Approving Summary Publication; Chpt 74, Article V, Division 1; Planned Unit Developments.
 - 7.1.B ORD/Amending Chpt 74, Article IX, Division 1; Accessory Buildings. (2nd reading)
RES/Approving Summary Publication; Chpt 74, Article IX, Division 1; Accessory Buildings.
8. **PETITIONS, REQUESTS & COMMUNICATION**
9. **ORDINANCES & RESOLUTIONS**

10. UNFINISHED BUSINESSES

11. NEW BUSINESS

12. UPDATES & REPORTS

12.1 Tentative Agendas.

ADJOURNMENT



CITY COUNCIL BUDGET WORKSESSION

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

City Dock (weather permitting)

Purpose: City Council Governmental Budget Review



CITY COUNCIL BUDGET WORKSESSION

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

Council Worksession Rm

Purpose: City Council Proprietary Budget Review



City Council - Regular Meeting

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

Council Chambers

(meeting will be cablecast)

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

ADJOURNMENT



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

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