City Council – Regular Meeting
Monday, March 16, 2015 - 7:00 p.m.
Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **COUNCIL MINUTES**
   3.1 March 2, 2015 Regular Mtg.
   March 9, 2015 Executive Session and Joint Meeting with City of Dayton.

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 South Central Business District Tax Increment Financing (TIF) District.
   RES/Approving Modification to Redevelopment Project No. 1, Modification to TIF Plan for TIF District No. 2, and Establishment of the South Central Business District Tax Increment Financing (TIF) District.

6. **CONSENT AGENDA**
   6.1 Verified Bills.
   6.2 Revising & Setting Council Calendars.
   6.3 Issuance of a Massage Therapist License; for Brock Winspear of Ramsey, MN.

7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
   7.1 Planning Items:
   7.1.A RES/Conditional Use Permit; 306 W Main St.
   7.1.B ORD/Rezoning; Rum River Shores North (2nd reading)
   7.1.C RES/Final Plat; Rum River Shores North.

8. **PETITIONS, REQUESTS & COMMUNICATION**

9. **ORDINANCES & RESOLUTIONS**
   - 9.1 RES/Approving Modification to Redevelopment Project No. 1, Modification to TIF Plan for TIF District No. 2, and Establishment of the South Central Business District Tax Increment Financing (TIF) District. (ACTED UPON AFTER PUBLIC HEARING)
   - 9.2 RES/Recommended Approval of an LG214 Premise Permit; Andover Huskies Youth Hockey Association @ Q-Bitez, 3507 Round Lk Blvd.
   - 9.3 RES/2015 SRP; Monroe St – Approve Bids, Award a Construction Contract.
   - 9.4 RES/Approving a Restrictive Covenant for 1038 Madison Street.
   - 9.5 RES/Approving a Restrictive Covenant for 1044 Madison Street.
   - 9.6 RES/Approving a Restrictive Covenant for 1045 Jefferson Street.
   - 9.7 RES/Approving a Restrictive Covenant for 1051 Jefferson Street.
   - 9.8 ORD/Sale of 1038 Madison Street to Tollberg Homes. (2nd reading)
   - 9.9 ORD/Sale of 1044 Madison Street to Tollberg Homes. (2nd reading)
   - 9.10 ORD/Sale of 1045 Jefferson Street to Tollberg Homes. (2nd reading)
   - 9.11 ORD/Sale of 1051 Jefferson Street to Tollberg Homes. (2nd reading)
   - 9.12 RES/Approving a Development Agreement Tollberg Homes.
   - 9.13 RES/Entering into a PILOT Agreement with The Homestead at Anoka.
   - 9.14 ORD/First Amendment to Parking Ramp Lease; Metropolitan Council. (1st reading)
   - 9.15 RES/Amendments to Sign Easement; Metropolitan Council.
   - 9.16 RES/Amendments to Temporary Construction Easement; Metropolitan Council.
   - 9.17 RES/Consideration of Approval of a Settlement Agreement; Handmade Tattoo Studio.

10. **UNFINISHED BUSINESES**

11. **NEW BUSINESS**
   - 11.1 Appointment to Housing & Redevelopment Authority (HRA).

12. **UPDATES & REPORTS**
   - 12.1 Tentative Agendas.

ADJOURNMENT

COUNCIL MEMO FORM

3.1

Meeting Date	March 16, 2015
Agenda Section	Council Minutes
Item Description	Various City Council Meeting Minutes
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

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

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

Approval of minutes.

REGULAR MEETING OF THE ANOKA CITY COUNCIL
ANOKA CITY HALL
CITY COUNCIL CHAMBERS
MARCH 2, 2015

1. CALL TO ORDER

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

2. ROLL CALL

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

Staff present: Planning Director Carolyn Braun; Economic Development Manager Erik Thorvig; Finance Director Lori Yager; Police Chief Phil Johanson; City Attorney Scott Baumgartner; and Recording Secretary Cathy Sorensen.

Absent at roll call: None.

3. COUNCIL MINUTES

3.1 Minutes of February 17, 2015, Worksession.
Minutes of February 17, 2015, Regular Meeting.

Motion by Councilmember Anderson, seconded by Councilmember Weaver, to waive the reading and approve the February 17, 2015 Worksession and the February 17, 2015 Regular Meeting minutes.

Vote taken. All ayes. Motion carried.

4. OPEN FORUM

4.1 Jon and Toni Von Glahn, Handmade Tattoo and Fine Art, 100 East Main Street, distributed information to the Council regarding their business. They said they chose Anoka to start business and raise their family because it was a great fit with the surrounding businesses. Mr. Von Glahn said he spoke with Associate Planner Crystal Paumen on December 31 about opening their tattoo business at their location and received an email that this use would be allowed at 1922 1st Street. He said they signed the lease agreement and planned to open March 1, then met with the Building Inspector regarding permits and found none were necessary. Mr. Von Glahn said when he went to City Hall to obtain a sign permit he spoke with Planning Director Carolyn Braun who informed him verbally that a tattoo establishment was not allowed at this location. He said he has received nothing in writing and has since spoken with Councilmember Anderson about the situation.

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Mr. Von Glahn said he has spent money so this location has a high-end feel with a fine art gallery and retail apparel to share with their clientele and that he wants to bring that feel to Anoka. He introduced Jamie from Teasers and said others are in support of their operation and asked for an opportunity to show that their business will be good for Anoka. Mr. Von Glahn invited anyone to come see and learn more about their business.

Councilmember Freeburg said he just learned about this situation and said he felt bad for the owners. He said the City somehow misinformed them and that the use is not permitted but would like to see how we can allow them to stay, adding he has no concerns about a tattoo business at this location.

Councilmember Anderson said while he invited Mr. Von Glahn to attend this evening and explain the situation he noted the Council cannot take any action but could possibly discuss ideas.

Mayor Rice said this was new information to him but said staff will do further research as the City needs to respond.

Councilmember Weaver said while we all feel bad about the situation we cannot circumvent the system because there is a process that must be followed. He noted the process may work but possibly not to their schedule.

City Attorney Scott Baumgartner said he was surprised to learn about the situation too, adding the difficulty is the City code and zoning prohibits the use and it will take time to change the zoning code. He said this is the right way to do it and while the Council may sympathize with the owners, there is nothing they can do right now, because if they do not follow the code we might as well not have a code. Mr. Baumgartner asked the Von Glahns to give staff a little time to do it the right way. He noted his job is to recommend to Council relative to the law and he cannot recommend that they not follow the code.

Mr. Von Glahn said they have appointments booked for March and April and currently have no other income so he is unsure of what to do next. He asked for Council consideration of a temporary variance until the situation is resolved.

Mayor Rice said they cannot act this evening because the item was not on the published agenda but said they are currently educating everyone on the situation and that Council will direct staff to review and get this on an upcoming agenda.

Planning Director Carolyn Braun said once the City Manager is back from out of town staff will be meeting about what can be done.

Jeanna Michaelson, Ramsey, said she could not find the reason for the denial in the City code and asked why the owner could not open at 1st Avenue instead until

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this is figured out. Ms. Braun said the reason is the 1st Avenue address is in the same building so they cannot open at this location either.

Mr. Baumgartner explained the allowed uses in the West Main District and East Main District, stating the West Main District does allow tattoo shops but this building is in the East Main District, which is either not permitted or permitted as a conditional or interim use, thereby the use is prohibited.

Councilmember Freeburg asked how this could have occurred. Mr. Baumgartner said he is not sure but thought staff believed tattoo businesses were included as a permitted use, which would then be allowed. He said it is possible this assumption came from Ms. Paumen's prior experience at another city.

Councilmember Freeburg asked if the City can be held financially responsible. Mr. Baumgartner said someone cannot bind the City by misinterpretation of City Code.

Mayor Rice asked if the code addresses the use on 1st Avenue. Ms. Braun said that based on the depth of the building the use would not be permitted anyway but said staff is still researching.

Councilmember Schmidt said we cannot allow spot zoning and said we will have to look at a change for the entire area. He asked if there was another tattoo shop they could use to fulfill appointments until this is resolved. He noted this is not a use issue only through the zoning ordinance because there will be the need for publications, hearings, and Planning and Zoning so this will be a process.

Councilmember Freeburg asked how much money has been invested in the space. Mr. Van Glahn said they have spent between $10,000-15,000 to renovate the space.

Councilmember Schmidt complimented the Van Glahns for the beautiful job they did on the space.

Mayor Rice thanked the Van Glahns for bringing this to our attention and said staff will be in touch within the next few days.

5. PUBLIC HEARING(S)

None.

6. CONSENT AGENDA

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

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6.1 Approved Verified Bills.

6.2 Revising and Setting Council Calendars.

6.3 Recommendation on Issuance of an LG240B Bingo Permit for Anoka Knights of Columbus.

Vote taken. All ayes. Motion carried.

7. REPORTS OF OFFICERS, BOARDS AND COMMITTEES

7.1. Planning Commission.

7.1.A. ORD/Zoning Text Amendment, Chapter 74, Article V, Division 4, Section 74-258, M-3 District.
(2nd Reading)

ORDINANCE

Ms. Braun shared a staff report with background information to the Council. The first reading was held on February 17, 2015. The City received an application from Dennis Sharp, owner of the property at 500 Bunker Lake Boulevard, for a zoning text amendment to allow exposed metal fasteners on an exterior wall of a building that is not visible from the public. He submitted a site plan for a mini-storage facility in October 2014 and received approval. Most of the storage facilities have garage doors located on the exterior wall. The trim around the garage doors as seen in the photos do not have exposed fasteners. The only walls that will have exposed fasteners are those walls that will not have garage doors. The walls are adjacent to a six-foot high berm and six foot fence, landscaping, or a wall facing the interior of the site. The text amendment would apply to properties zoned M-3 Light Industrial/Commercial Overlay Distinct, but not properties part of the Anoka Enterprise Park. The Anoka Enterprise Park has special covenants that do not allow factory fabricated or pre-engineered steel and finished metal framed panel construction. Ms. Braun shared a map that showed four properties in the M-3 district can use factory fabricated or pre-engineered steel and finished metal framed panel construction. The Planning Commission held a public hearing on February 3rd at their regular meeting and recommended approval. There was one letter submitted to the City from the public regarding this application.

Motion by Councilmember Freeburg, seconded by Councilmember Schmidt, to hold second reading and adopt an ordinance approving a zoning text amendment, Chapter 74, Article V, Division 4, Section 74-258, M-3 District.

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

7.1.B. ORD/Zoning Text Amendment, Chapter 74, Article I, Section 74-2, Article V; Division 3, Section 74-258 and Article V, Division 5, Section 74-265; Microbreweries and Microdistilleries.
(2nd Reading)

ORDINANCE

Ms. Braun shared a staff report with background information to the Council The 2nd reading was held on February 17, 2015. The City has received inquiries about locating microbreweries and microdistilleries in downtown. There is a local microbrewery that has selected a location in downtown and would like to open in July. Therefore, staff is working on a zoning text amendment to allow this type of use. A microbrewery is a facility that manufactures less than 15,000 barrels of alcoholic or nonalcoholic malt liquor a year. A microdistillery is a distillery producing distilled spirits (gin, whiskey, etc.) of not more than 40,000 proof gallons per year (State definition).
Article I, Section 74-2 Definitions
Amendments to the article create definitions for distilled spirits and microdistillery (consistent with State law).

Article V, Division 3, Section 74-238 B-3 General Business District &
Article V, Division 5, Section 74-265

Main Street Mixed Use District
Amendments to these articles would permit microbreweries and microdistilleries with taproom/tasting room in the West Main (WM), East Main 1 (EM-1) and East Main 2 (EM-2) sub-districts and B-3 district.

Microbreweries and microdistilleries without a taproom/tasting would not be allowed. The intent is to provide uses that have a social engagement/entertainment aspect in downtown associated with the brewing. Amendments will also be required in Chapter 6: Alcoholic Beverages of the City Code. Though similar in topic, the zoning changes and liquor licenses changes will take place separately. The Planning Commission held a public hearing on February 3rd and recommended approval. They reviewed four main items to consider when adding a new use: traffic, parking, noise, and smell and found that the proposed amendment is consistent with the other permitted uses in the zoning district.

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Motion by Councilmember Freeburg, seconded by Councilmember Schmidt, to hold second reading and adopt an ordinance approving a zoning Text amendment, Chapter 74, Article I, Section 74-2, Article V; Division 3, Section 74-258 and Article V, Division 5, Section 74-265; Microbreweries and Microdistilleries.

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

RES/Summary Ordinance on Zoning Text Amendment, Chapter 74, Article I, Section 74-2, Article V; Division 3, Section 74-258 and Article V, Division 5, Section 74-265; Microbreweries and Microdistilleries.

RESOLUTION

Motion by Councilmember Anderson, seconded by Councilmember Freeburg, to hold second reading and adopt an ordinance approving a zoning Text amendment, Chapter 74, Article I, Section 74-2, Article V; Division 3, Section 74-258 and Article V, Division 5, Section 74-265; Microbreweries and Microdistilleries.

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

8. PETITIONS, REQUESTS AND COMMUNICATION

None.

9. ORDINANCES AND RESOLUTIONS

9.1 RES/Conditionally Granting the Consent to the Transfer of Control of the Cable Television Grantee and Cable Television System from Comcast Corporation to GreatLand Connections, Inc.

RESOLUTION

Ms. Braun shared a staff report with background information to the Council stating Karen George of QCTV will be presenting information on the potential transfer of cable television control from Comcast Corporation to GreatLand Connections Inc.

Ms. George said this item is a requested transfer of ownership in bid to merge with TimeWarner because Comcast has had to divest of some their subscribers, including the Twin Cities area, in order to fall under the 30-percent margins. She

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reviewed information and said they will be coming back to the City as a franchise holder to transfer the control. She noted a negotiation settlement agreement with Comcast has been arranged for the current agreement, which is set to expire next year so this new agreement will go until August 31, 2020 with renewal options until 2024. Ms. George said this means no renegotiation process for an extended period of time and will result in cost savings, adding the PEG fees will continue at 2.5-percent plus five-percent franchise fee as well as the capital grant and additional grant of 25 cents per subscriber per month and some HD channels in the near future. She stated this is a one-time payment of underpayment of revenue of $55,000 which is due 45 days after transfer of ownership, adding no waivers of rights of future are included and GreatLand will be bound by all obligations. Ms. George said they will be replacing the current performance bond and that guarantees will be executed after closing.

Councilmember Anderson said this is a complex deal but asked what it will mean to the subscriber. Ms. George said they have been working on customer service issues for over two years and will be working with Charter to help deliver the best customer service. She noted subscriber emails will change within 18 months but the old emails will be kept active for a period, including during billing transition.

Councilmember Weaver asked if there was any other competition coming. Ms. George said there has been an option to purchase Direct TV, CenturyLink, internet, and CenturyLink, stating they are investing in the area for future television competition for franchising ordinances. She said Prism TV is a model of CenturyLink that is just rolling out.

Councilmember Schmidt asked while convenient and less expensive if we are limiting ourselves until 2020. Ms. George said this is not an exclusive arrangement so there can be competitors in the market and interest in creating a proposal for consideration. She noted they all want to be a level playing field.

Councilmember Anderson asked if a competitor comes around would they come to QCTV and pitch for the cable commission. Ms. George said the City is a partner in QCTVE and while the Board does the heaving lifting Andover, Ramsey, Champlin and Anoka are the ones to take action with a recommendation from our Board.

Councilmember Schmidt inquired about CenturyLink bringing 1 GB to their customers. Ms. George said they are looking at an aerial delivery plan but that it currently does not have much detail, adding they intend to maximize their current infrastructure.

Mayor Rice said he is not sure how much infrastructure is in Anoka. Ms. George said it depends on what is in the curb in front of each home.

Councilmember Anderson thanked Ms. George for the update on the changes.

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Motion by Councilmember Anderson, seconded by Councilmember Weaver, to adopt a resolution conditionally granting the consent to the transfer of control of the cable television grantee and cable television system from Comcast Corporation to GreatLand Connections, Inc.

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

9.2 ORD/Sale of 1038 Madison Street to Tollberg Homes.
(1st Reading)

Economic Development Manager Erik Thorvig shared a staff report with background information to the Council for the next four items stating in November 2014 the City of Anoka solicited Requests for Proposals for four single-family lots in the 1000 block of Madison Street and Jefferson Street. This is the site of the former Volunteers of America nursing home that was purchased and building demolished by the City in 2014. The City received one response from Tollberg Homes to construct four single-family houses. Tollberg Homes is located in Anoka at 1428 5th Avenue. The following is a summary of their proposal:

Land Price Offer: $125,000 ($31,250/lot)
Estimated Home Values: $200,000
Proposed Schedule:
• Closing on 1045 and 1051 Jefferson Street: April 1, 2015
• Closing on 1038 and 1044 Madison Street: September 1, 2015
• Houses at 1045 and 1051 Jefferson Street Constructed: May-September
• Houses at 1038 and 1044 Madison Street: September-December

At the March 16th meeting the City Council will also review a development agreement with the builder to address items such as timing, city utility improvements, fees etc. In addition, the City Council will be asked to approve a restrictive covenant on the four lots requiring any home built be owner occupied for a period of five years.
The sale price is $31,250/lot. The proceeds of the sale will go into the Building Capital Fund, which was used to purchase the property from the Volunteers of America.

Motion by Councilmember Weaver, seconded by Councilmember Schmidt, to hold first reading of an ordinance approving a purchase agreement to convey real property to Tollberg Homes (1038 Madison Street).

Mayor Rice noted this area was platted six months ago.

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

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9.3 ORD/Sale of 1044 Madison Street to Tollberg Homes.
(1st Reading)

Motion by Councilmember Freeburg, seconded by Councilmember Anderson, to hold first reading of an ordinance approving a purchase agreement to convey real property to Tollberg Homes (1044 Madison Street).

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

9.4 ORD/Sale of 1045 Madison Street to Tollberg Homes.
(1st Reading)

Motion by Councilmember Anderson, seconded by Councilmember Schmidt, to hold first reading of an ordinance approving a purchase agreement to convey real property to Tollberg Homes (1045 Jefferson Street).

Mayor Rice noted this will be the first lot to be sold and developed.

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

9.5 ORD/Sale of 1051 Madison Street to Tollberg Homes.
(1st Reading)

Motion by Councilmember Freeburg, seconded by Councilmember Schmidt, to hold first reading of an ordinance approving a purchase agreement to convey real property to Tollberg Homes (1051 Jefferson Street).

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

9.6 RES/Purchase of Property at 5th Avenue and North Street.

RESOLUTION

Mr. Thorvig shared a staff report with background information to the Council The vacant lot at the northeast corner of 5th Avenue and North Street is currently for sale. Direction was given at the December 8, 2014 worksession to pursue purchase. The property consists of a standalone surface parking lot. In general the City uses the following criteria to evaluate purchases of property in the CRTV: Is it for sale? Is the price right? Is the property blighted? Does the city own adjacent property? In this instance the property is for sale, the purchase price is fair market value, the property has had code violations for blight recently, and the city owns property directly adjacent to the east and across 5th Avenue to the west. In the

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short-term the site will remain vacant until other parcels can be assembled for development or other opportunities become available. Long-term redevelopment plans show this area developed for office/light industrial use. Noted sold today, potential office for Highway 10 visibility, funds from CRTV TIF District with funding from VOA project.

Councilmember Freeburg inquired about the material that was left on the vacant lot. Mr. Thorvig said staff worked with the owner to remove the material before the deadlines.

Councilmember Schmidt noted that he would be abstaining from discussion and vote on this item.

Councilmember Weaver said he did not vote for the prior purchase because he feels purchasing other properties are more pressing, adding he is concerned about the vacant lot so if it is zoned correctly this should not have been an issue.

Motion by Councilmember Anderson, seconded by Councilmember Freeburg, to adopt a resolution approving purchase of real property PID 06-31-24-24-0084 (northeast corner of 5th Avenue and North Street).

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

9.7 RES/2014-2015 Budget Adjustments.

RESOLUTION

Finance Director Lori Yager shared a staff report with background information to the Council. The City Council has the authority to revise the 2014 budget by transferring unencumbered appropriations from one office, department or agency to another, by increasing the total appropriations to the extent of actual revenues, by appropriating for unexpected emergency expenses or by carryover for incomplete projects. After reviewing the actual activity for the year ending December 31, 2014 and speaking with department heads, the proposed resolution describes the proposed amendments to the 2014 budget and the 2015 budget respectively.

The proposed resolution does impact the overall total budgeted revenues and expenditures in 2014. It also impacts the overall budgeted expenditures in 2015. The revenues and expenditures in the general fund are increasing by $100,000 as a result of increased services at the AMRTC. The city used reserves in the Enterprise Park TIF district to refund debt and complete the Woodbury house project. There is about $2,000,000 of projects or capital not completed by the end of 2014. These projects or capital will be carried over into 2015 for completion.

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Councilmember Anderson asked for clarification on how decreases and increases are reflected. Ms. Yager said when a capital purchase is reflected out of an enterprise fund an asset clearing account or contra account is used.

Councilmember Schmidt said there are income notations and deductible expenses and when purchases are done the funds are moved from an expense account to an asset account.

Motion by Councilmember Schmidt, seconded by Councilmember Anderson, to adopt a resolution authorizing revision of 2014 budget of various departments and carryover to 2015.

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

9.8 RES/Accepting Donations Received in 2014.

RESOLUTION

Ms. Yager shared a staff report with background information to the Council Minnesota Statute Section 465.03 requires that municipalities accept all contributions, donations and grants through adoption of a resolution. Annually, the City Council will be presented with a resolution for adoption recognizing and accepting donations and contributions from various contributors for a variety of projects or expenditures, along with the conditions, if any, as established by the contributor. Staff shared a list of donations received in 2014 with their purposes specified.

Motion by Councilmember Weaver, seconded by Councilmember Anderson, to adopt a resolution accepting donations received by the City of Anoka in 2014.

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

10. UNFINISHED BUSINESS

None.

11. NEW BUSINESS

None.

12. UPDATES AND REPORTS

12.1 Tentative Agenda(s).

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

12.2 Staff and Council Input.

Councilmember Anderson said Youth First is looking for volunteer professional labor to assist in modernizing their kitchen area as directed by the Anoka County Health Department and to contact him if anyone is interested.

Councilmember Anderson said the City will be holding a joint meeting with the City of Dayton on Monday, March 9 at Green Haven.

13. ADJOURNMENT

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

Vote taken. All ayes. Motion carried.

Time of adjournment: 8:00 p.m.

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

Approval Attestation:

Amy T. Oehlers, City Clerk

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ANOKA CITY COUNCIL
MEETINGS HELD AT GREEN HAVEN GOLF COURSE & EVENT CENTER
2800 GREENHAVEN ROAD, ANOKA
MARCH 9, 2015

EXECUTIVE SESSION CLOSED MEETING

1. CALL TO ORDER

Mayor Rice called the meeting to order at 4:30 p.m.

2. ROLL CALL

Present: Mayor Rice, Councilmembers Anderson, Freeburg, Schmidt, and Weaver.
Staff present: City Manager Tim Cruikshank, Planning Director Carolyn Braun and City Attorney Scott Baumgartner.

3. DISCUSSION

3.1 Attorney-Client Privilege; Land Use Regulation in the Main Street Mixed Use District, East Main Sub-District 1 (EM-1).

Meeting adjourned at 5:30 p.m.

JOINT MEETING WITH CITY OF DAYTON

Members present:

City of Dayton; Mayor McNeil, Councilmembers O'Brien, Salonek, and Ziebell. Interim City Administrator Bob Derus and City Clerk Sandy Borders.

City of Anoka: Mayor Rice, Councilmembers; Anderson, Freeburg, Schmidt and Weaver. City Manager Tim Cruikshank and Planning Director Carolyn Braun.

Meeting commenced at5:30 p.m.

Discussion & Updates:
MRCCA River Rules
No Wake Zone
River Crossing

Meeting ended at approximately 8:00 p.m.

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

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COUNCIL MEMO FORM

5.1 & 9.1

Meeting Date	March 16, 2015
Agenda Section	Public Hearing Ordinances & Resolutions
Item Description	South Central Business District Tax Increment Financing (TIF) District. RES/Approving Modification to Redevelopment Project No. 1, Modification to TIF Plan for TIF District No. 2, and Establishment of the South Central Business District Tax Increment Financing (TIF) District.
Submitted By	Darin Berger, Housing Manager

BACKGROUND

The Housing and Redevelopment Authority (HRA) has initiated the process of establishing the South Central Business TIF District. Just to recap what Staff shared with the Council at the February 17th meeting when a resolution was passed calling for a public hearing:

In order to include all the necessary parcels in the District, five (5) parcels (see attached map) from the Riverspointe TIF District will have to be decertified and included in the new SCB TIF District prior to establishment.

The South Central Business District Project extends one and a half blocks from the First Avenue and Monroe Street intersection, easterly to the edge of the property line at 222 Monroe Street. It then extends southerly to the border of the two Madison Street lots and back to the West to 2nd Avenue before going North a half block and West a block back to First Avenue. It consists of a mix of uses including surface parking lots, vacant lots, an aging multi-family structure, light commercial and public uses.

The goals of the TIF District are as follows:

1. Address potential parking needs of the School District and other users in the area.
2. Upgrade infrastructure where needed.
3. Facilitate rehabilitation or redevelopment of HRA and privately owned properties.

Activities may include property acquisition, building demolition, environmental assessment and cleanup, site preparation and construction of public improvements.

At their regular meeting of February 9th, 2015 the HRA passed the attached Resolution No. 2015-01 requesting that the City Council call for a public hearing on a Modification to the Redevelopment Project Plan for Anoka Redevelopment Project No. 1, a Modification to the Tax Increment Financing District No. 2 therein, and the Establishment of the South Central Business Tax Increment Financing District therein and the Adoption of a Tax Increment Financing Plan. Although the establishment and modifications are to the HRA's Redevelopment Plan and TIF District, State Statutes require that the City Council hold the public hearing on the amendments.

Subsequently, at the HRA's March 9th, 2015 meeting a resolution was passed to modify the existing TIF district and establish the new South Central Business Tax Increment Financing District, as referenced above.

FINANCIAL IMPACT

Not known at this time.

COUNCIL ACTION REQUESTED

Adopt the Resolution which Adopts a Modification to the Redevelopment Plan for Redevelopment Project No. 1, Adopting a Modification to the Tax Increment Financing Plan for Tax Increment Financing District No. 2 therein and Establishing the South Central Business Tax Increment Financing District therein and Adopting a Tax Increment Financing Plan therefor.

***ATTACHMENTS*:**

1. Tax Increment Financing Plan for the Establishment of the South Central Tax Increment Financing District

2. City Council Resolution Approving Modification to Redevelopment Project No. 1, Modifications to TIF Plan for TIF District No. 2, and Establishment of the South Central Business District Tax Increment Financing

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

CITY OF ANOKA, MINNESOTA
RESOLUTION

RES-2015-

RESOLUTION ADOPTING A MODIFICATION TO THE REDEVELOPMENT PLAN FOR REDEVELOPMENT PROJECT NO. 1, ADOPTING A MODIFICATION TO THE TAX INCREMENT FINANCING PLAN FOR TAX INCREMENT FINANCING DISTRICT NO. 2 (COUNTY DISTRICT E9 AND M2) THEREIN AND ESTABLISHING THE SOUTH CENTRAL BUSINESS TAX INCREMENT FINANCING DISTRICT THEREIN AND ADOPTING A TAX INCREMENT FINANCING PLAN THEREFOR.

BE IT RESOLVED by the City Council (the "Council") of the City of Anoka, Minnesota (the "City"), as follows:

Section 1. Recitals

1.01. The City Council of the City of Anoka (the "City") and the City's Housing and Redevelopment Authority (the "HRA") have heretofore established Redevelopment Project No. 1 and adopted the Redevelopment Plan therefor. It has been proposed by the City and the HRA that the City adopt a Modification to the Redevelopment Plan for Redevelopment Project No. 1 (the "Redevelopment Plan Modification"), adopt a Modification to the Tax Increment Financing Plan for Tax Increment Financing District No. 2 (County District E9 and M2) (the "TIF Plan Modification") for the purpose of removing two parcels, and establish the South Central Business Tax Increment Financing District (the "District") therein and adopt a Tax Increment Financing Plan (the "TIF Plan") therefor (the Redevelopment Plan Modification, the TIF Plan Modification and the TIF Plan are referred to collectively herein as the "Plans"); all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.001 to 469.047 and Sections 469.174 to 469.1794, all inclusive, as amended, (the "Act") all as reflected in the Plans, and presented for the Council's consideration.

1.02. The HRA and City have investigated the facts relating to the Plans and have caused the Plans to be prepared.

1.03. The HRA and City have performed all actions required by law to be performed prior to the establishment of the District and the adoption and approval of the proposed Plans, including, but not limited to, notification of Anoka County and Independent School District No. 11 having taxing jurisdiction over the property to be included in the District, approval of the Plans by the HRA on March 9, 2015, and the holding of a public hearing upon published notice as required by law. A review of and comments on the Plans by the Planning Commission will be forthcoming.

1.04. Certain written reports (the "Reports") relating to the Plans and to the activities contemplated therein have heretofore been prepared by staff and consultants and submitted to the Council and/or made a part of the City files and proceedings on the Plans. The Reports, including

the redevelopment qualifications reports and planning documents, include data, information and/or substantiation constituting or relating to the basis for the other findings and determinations made in this resolution. The Council hereby confirms, ratifies and adopts the Reports, which are hereby incorporated into and made as fully a part of this resolution to the same extent as if set forth in full herein.

1.05 The City is not modifying the boundaries of Redevelopment Project No. 1, but is however, modifying the Redevelopment Plan therefor.

Section 2. Findings for the Adoption and Approval of the Redevelopment Plan Modification.

2.01. The Council approves the Redevelopment Plan Modification, and specifically finds that: (a) the land within the Project area would not be available for redevelopment without the financial assistance to be sought under this Redevelopment Plan; (b) the Redevelopment Plan, as modified, will afford maximum opportunity, consistent with the needs of the City as a whole, for the development of the Project by private enterprise; and (c) that the Redevelopment Plan, as modified, conforms to the general plan for the development of the City as a whole.

Section 3. Modification to the Tax Increment Financing Plan for Tax Increment Financing District No. 2 (County District E9 and M2).

3.01. The HRA and City have previously established Tax Increment Financing District No. 2 (County District E9 and M2) within Redevelopment Project No. 1.

3.02. The HRA and City propose to establish the District and have the following parcel numbers removed from Tax Increment Financing District No. 2 (County District E9 and M2) so they can be included in the District:

12-31-25-11-0054	12-31-25-11-0111	12-31-25-11-0063
12-31-25-11-0055	12-31-25-11-0112	

3.03. The Council hereby approves the TIF Plan Modification and directs the parcels be removed and decertified from Tax Increment Financing District No. 2 (County District E9 and M2).

Section 4. Findings for the Establishment of the South Central Business Tax Increment Financing District

4.01. The Council hereby finds that the District is in the public interest and is a "redevelopment district" under Minnesota Statutes, Section 469.174, Subd. 10(a)(1) of the Act.

4.02. The Council further finds that the proposed redevelopment would not occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the Tax Increment Financing Plan, that the Plans conform to the general plan for the development or redevelopment of the City as a whole; and that the Plans will afford maximum opportunity consistent with the sound needs of the City as a whole, for the development or redevelopment of the District by private enterprise.

4.03. The Council further finds, declares and determines that the City made the above findings stated in this Section and has set forth the reasons and supporting facts for each determination in writing, attached hereto as Exhibit A.

4.04. The City of Anoka elects to calculate fiscal disparities for the District in accordance with Minnesota Statutes, Section 469.177, Subd. 3, clause a, which means the fiscal disparities contribution would be taken from outside the District.

Section 5. Public Purpose

5.01. The adoption of the Plans conforms in all respects to the requirements of the Act and will help fulfill a need to develop an area of the City which is already built up, to provide employment opportunities, to improve the tax base and to improve the general economy of the State and thereby serves a public purpose. For the reasons described in Exhibit A, the City believes these benefits directly derive from the tax increment assistance provided under the TIF Plan. A private developer will receive only the assistance needed to make this development financially feasible. As such, any private benefits received by a developer are incidental and do not outweigh the primary public benefits.

Section 6. Approval and Adoption of the Plans

6.01. The Plans, as presented to the Council on this date, including without limitation the findings and statements of objectives contained therein, are hereby approved, ratified, established, and adopted and shall be placed on file in the office of the City Manager subject to the Planning Commission's concurrence to the City's finding in part three of Exhibit A.

6.02. The staff of the City, the City's advisors and legal counsel are authorized and directed to proceed with the implementation of the Plans and to negotiate, draft, prepare and present to this Council for its consideration all further plans, resolutions, documents and contracts necessary for this purpose.

6.03 The Auditor of Anoka County is requested to certify the original net tax capacity of the District, as described in the Plans, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased; and the City of Anoka is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the District, for which building permits have been issued during the 18 months immediately preceding the adoption of this resolution.

6.04. The City Manager is further authorized and directed to file a copy of the Plans with the Commissioner of the Minnesota Department of Revenue and the Office of the State Auditor pursuant to Minnesota Statutes 469.175, Subd. 4a.

The motion for the adoption of the foregoing resolution was made by Councilmember _____ and duly seconded by Councilmember _____, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Adopted by the Anoka City Council this the 16th day of March 2015.

ATTEST:

Amy T. Oehlers, City Clerk	Phil Rice, Mayor

(Seal)

EXHIBIT A

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan (TIF Plan) for South Central Business Tax Increment Financing District (District), as required pursuant to Minnesota Statutes, Section 469.175, Subdivision 3 are as follows:

1. *Finding that South Central Business Tax Increment Financing District is a redevelopment district as defined in M.S., Section 469.174, Subd. 10(a)(1).*

   The District consists of 15 parcels, with plans to redevelop the area for residential and commercial/industrial purposes. At least 70 percent of the area of the parcels in the District are occupied by buildings, streets, utilities, paved or gravel parking lots or other similar structures and more than 50 percent of the buildings in the District, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan.*

   The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the redevelopment proposed in the TIF Plan meets the City's objectives for redevelopment. Several issues are impediments to private development of the site including land assembly, adequate parking space, and inadequate infrastructure. Based upon analysis of the infrastructure and parking plans, the HRA and City have determined that a gap needs to be filled through tax increment in order to make the proposed development financially feasible. No redevelopment has taken place, except for HRA action related to acquisition and demolition of properties. Due to the high cost of redevelopment on the parcels currently occupied by substandard buildings, the limited amount of property for expansion adjacent to the existing project, the incompatible land uses at close proximity, the limited space for parking, the need for soil correction and the cost of financing the proposed improvements, this project is feasible only through assistance, in part, from tax increment financing.

   The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan: This finding is justified on the grounds that the cost of site and public improvements add to the total redevelopment cost. Historically, site and public improvements costs in this area have made redevelopment infeasible without tax increment assistance. While the property could be sold to individual developers on a parcel by parcel basis, development would not occur at the highest and best use of the site. Higher density housing and associated retail currently proposed for this site requires land assembly and could not be accomplished without assistance by the HRA and City and in part with tax increment. The City reasonably determines that no other redevelopment of similar scope is anticipated on this site without substantially similar assistance being provided.

Therefore, the City concludes as follows:

a. The City's estimate of the amount by which the market value of the entire District will increase without the use of tax increment financing is $0.

b. If the proposed development occurs, the total increase in market value will be $13,033,370.

c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be $3,800,538.

d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than $9,232,832 (the amount in clause b less the amount in clause c) without tax increment assistance.

3. Finding that the TIF Plan for the District conforms to the general plan for the development or redevelopment of the municipality as a whole.

The TIF Plan will be submitted to the Planning Commission on April 7 for its concurrence that the TIF Plan conforms to the general development plan of the City.

4. Finding that the TIF Plan for the District will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of Redevelopment Project No. 1 by private enterprise.

The project to be assisted by the District will result in increased employment in the City and the State of Minnesota, the renovation of substandard properties, increased tax base of the State and add a high quality development to the City.

Through the implementation of the TIF Plan, the HRA and City will increase the availability of safe and decent life-cycle housing in the City, provide associated retail and parking availability and clean up soils conditions sites in the District.

Tax Increment Financing District Overview

City of Anoka

South Central Business Tax Increment Financing District

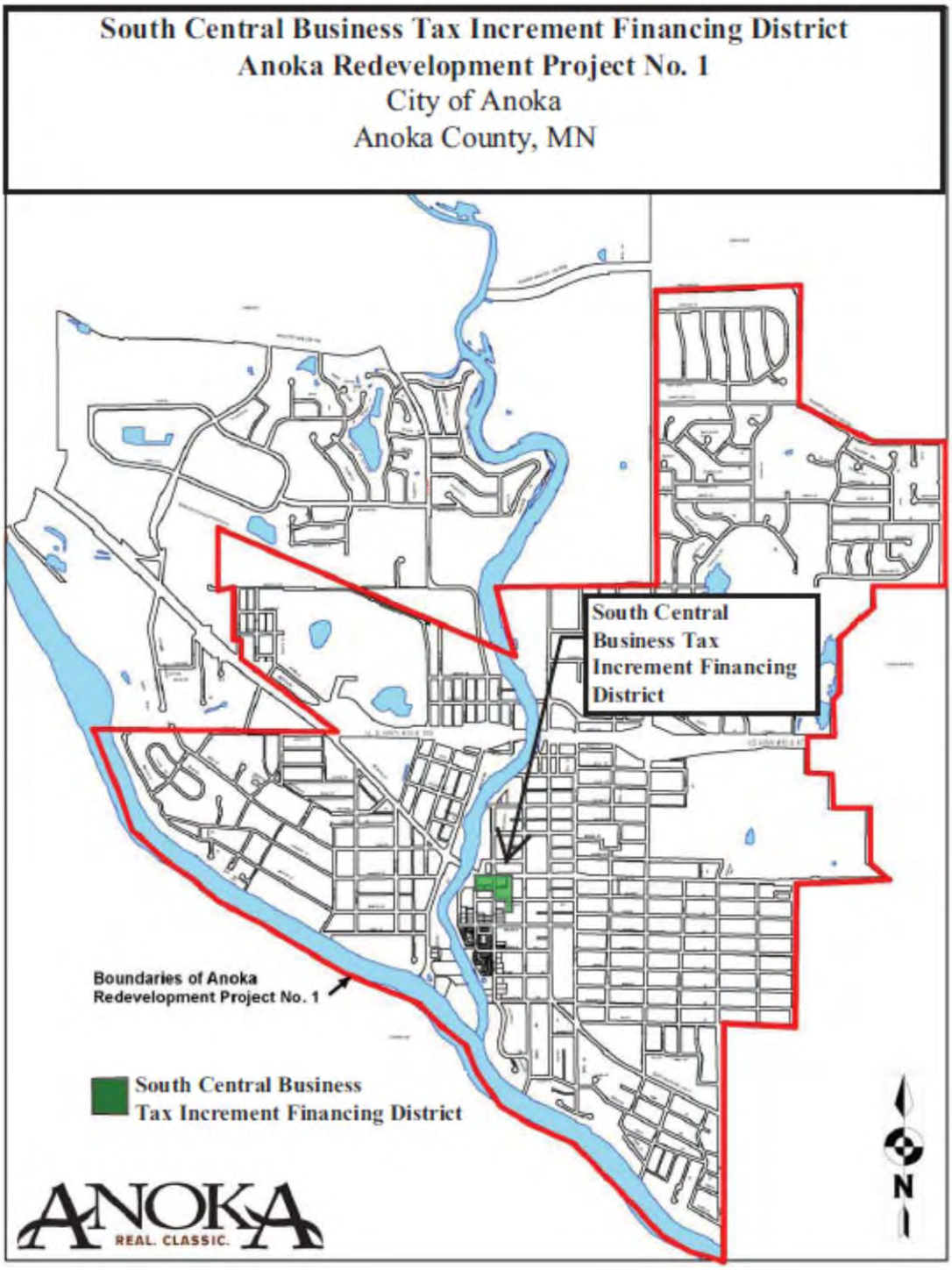
The following summary contains an overview of the basic elements of the Tax Increment Financing Plan for the South Central Business Tax Increment Financing District. More detailed information on each of these topics can be found in the complete Tax Increment Financing Plan.

Proposed action:	➢ Establishment of the South Central Business Tax Increment Financing District (District) and the adoption of a Tax Increment Financing Plan (TIF Plan). ➢ Elimination of parcels from Tax Increment Financing District No. 2 (County District E9 and M2) and the Modification of the Tax Increment Financing Plan therefor. ➢ Modification to the Redevelopment Plan for Redevelopment Project No. 1, which includes the modification to the Tax Increment Financing Plan for Tax Increment Financing District No. 2 (County District E9 and M2) and the establishment of the South Central Business Tax Increment Financing District, which represents a continuation of the goals and objectives set forth in the Redevelopment Plan for Redevelopment Project No. 1.	
Type of TIF District:	A redevelopment district	
Parcel Numbers:	07-31-24-22-0106	07-31-24-22-0105
	12-31-25-11-0054*	13-31-25-11-0053
	12-31-25-11-0111*	07-31-24-22-0088
	12-31-25-11-0063*	12-31-25-11-0061
	12-31-25-11-0055*	12-31-25-11-0126
	07-31-24-22-0086	07-31-24-22-0087
	12-31-25-11-0112*	07-31-24-22-0077
	07-31-24-22-0078	
	* These parcels are being removed from Tax Increment Financing District No. 2 (County District E9 and M2) to be included in the District.	
Proposed Development:	The District is being created to facilitate the rehabilitation of properties, to upgrade infrastructure, and to address parking needs in the City. Please see Appendix A of the TIF Plan for a more detailed project description.	

Maximum duration:	The duration of the District will be 25 years from the date of receipt of the first increment (26 years of increment). The City elects to receive the first tax increment in 2017. It is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after December 31, 2042, or when the TIF Plan is satisfied.
Estimated annual tax increment:	Up to $310,724
Authorized uses:	The TIF Plan contains a budget that authorizes the maximum amount that may be expended: Land/Building Acquisition.....$1,000,000 Site Improvements/Preparation.....$1,000,000 Other Qualifying Improvements .....$2,050,000 Administrative Costs (up to 10%).....$635,000 PROJECT COSTS TOTAL .....$4,685,000 Interest .....$2,300,000 **PROJECT COSTS TOTAL**.....**$6,985,000** See Subsection 2-10, on page 2-6 of the TIF Plan for the full budget authorization.
Form of financing:	The project is proposed to be financed by an interfund loan.
Administrative fee:	Up to 10% of annual increment, if costs are justified.
Interfund Loan Requirement:	If the City wants to pay for administrative expenditures from a tax increment fund, it is recommended that a resolution authorizing a loan from another fund be passed *PRIOR* to the issuance of the check.
4 Year Activity Rule *(§ 469.176 Subd. 6)*	After four years from the date of certification of the District one of the following activities must have been commenced on each parcel in the District: • Demolition • Rehabilitation • Renovation • Other site preparation (not including utility services such as sewer and water) If the activity has not been started by approximately March 2019, no additional tax increment may be taken from that parcel until the commencement of a qualifying activity.
5 Year Rule *(§ 469.1763 Subd. 3)*	Within 5 years of certification revenues derived from tax increments must be expended or obligated to be expended. Any obligations in the District made after approximately March 2020, will not be eligible for repayment from tax increments.

The reasons and facts supporting the findings for the adoption of the TIF Plan for the District, as required pursuant to *M.S., Section 469.175, Subd. 3,* are included in Exhibit A of the City resolution.

MAP OF REDEVELOPMENT PROJECT NO. 1 AND
THE SOUTH CENTRAL BUSINESS TAX INCREMENT FINANCING DISTRICT



As of March 9, 2015
Draft for Public Hearing

Modification to the Redevelopment Plan for Redevelopment Project No. 1

and the

Tax Increment Financing Plan

for the establishment of

the South Central Business Tax Increment Financing District (a redevelopment district)

within

Redevelopment Project No. 1

Anoka Housing and Redevelopment Authority
City of Anoka
Anoka County
State of Minnesota

Public Hearing: March 16, 2015
Adopted:

Prepared by: EHLERS & ASSOCIATES, INC.
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Section 1 - Modification to the Redevelopment Plan for Redevelopment Project No. 1

Foreword

The following text represents a Modification to the Redevelopment Plan for Redevelopment Project No. 1. This modification represents a continuation of the goals and objectives set forth in the Redevelopment Plan for Redevelopment Project No. 1. Generally, the substantive changes include the establishment of South Central Business Tax Increment Financing District.

For further information, a review of the Redevelopment Plan for Redevelopment Project No. 1 is recommended. It is available from the City Manager at the City of Anoka. Other relevant information is contained in the Tax Increment Financing Plans for the Tax Increment Financing Districts located within Redevelopment Project No. 1.

Section 2 - Tax Increment Financing Plan for the South Central Business Tax Increment Financing District

Subsection 2-1. Foreword

The Anoka Housing and Redevelopment Authority (the "HRA"), the City of Anoka (the "City"), staff and consultants have prepared the following information to expedite the establishment of the South Central Business Tax Increment Financing District (the "District"), a redevelopment tax increment financing district, located in Redevelopment Project No. 1.

Subsection 2-2. Statutory Authority

Within the City, there exist areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the HRA and City have certain statutory powers pursuant to *Minnesota Statutes ("M.S."), Sections 469.001 to 469.047*, inclusive, as amended, and *M.S., Sections 469.174 to 469.1794*, inclusive, as amended (the "Tax Increment Financing Act" or "TIF Act"), to assist in financing public costs related to this project.

This section contains the Tax Increment Financing Plan (the "TIF Plan") for the District. Other relevant information is contained in the Modification to the Redevelopment Plan for Redevelopment Project No. 1.

Subsection 2-3. Statement of Objectives

The District currently consists of fifteen parcels of land and adjacent and internal rights-of-way. The District is being created to facilitate the redevelopment of properties into an assisted living facility by Walker and construction of for-sale single family homes and townhomes and approximately 1500 square feet of commercial/office space, to upgrade infrastructure, and to construct a public parking ramp to address parking needs in the City. Please see Appendix A for further District information. The HRA has not entered into an agreement or designated a developer at the time of preparation of this TIF Plan, but development is likely to occur in 2015. This TIF Plan is expected to achieve many of the objectives outlined in the Redevelopment Plan for Redevelopment Project No. 1.

The activities contemplated in the Modification to the Redevelopment Plan and the TIF Plan do not preclude the undertaking of other qualified development or redevelopment activities. These activities are anticipated to occur over the life of Redevelopment Project No. 1 and the District.

Subsection 2-4. Redevelopment Plan Overview

1. Property to be Acquired - The HRA or City currently owns nine parcels of property within the District. The remaining property located within the District may be acquired by the HRA or City and is further described in this TIF Plan.

2. Relocation - Relocation services, to the extent required by law, are available pursuant to *M.S., Chapter 117* and other relevant state and federal laws.

3. Upon approval of a developer's plan relating to the project and completion of the necessary legal requirements, the HRA or City may sell to a developer selected properties that it may acquire within the District or may lease land or facilities to a developer.

4. The HRA or City may perform or provide for some or all necessary acquisition, construction,

relocation, demolition, and required utilities and public street work within the District.

Subsection 2-5. Description of Property in the District and Property To Be Acquired

The District encompasses all property and adjacent rights-of-way and abutting roadways identified by the parcels listed in Appendix C of this TIF Plan. Please also see the map in Appendix B for further information on the location of the District.

The HRA or City may acquire any parcel within the District including interior and adjacent street rights of way and any parcel south of Main Street and north of Madison Street between River Lane and 3rd Avenue within the Project Area. Any properties identified for acquisition will be acquired by the HRA or City only in order to accomplish one or more of the following: storm sewer improvements; provide land for needed public streets, utilities and facilities; carry out land acquisition, site improvements, clearance and/or development to accomplish the uses and objectives set forth in this plan. The HRA or City may acquire property by gift, dedication, condemnation or direct purchase from willing sellers in order to achieve the objectives of this TIF Plan. Such acquisitions will be undertaken only when there is assurance of funding to finance the acquisition and related costs.

Subsection 2-6. Classification of the District

The HRA and City, in determining the need to create a tax increment financing district in accordance with *M.S., Sections 469.174 to 469.1794*, as amended, inclusive, find that the District, to be established, is a redevelopment district pursuant to *M.S., Section 469.174, Subd. 10(a)(1)* as defined below:

(a) "Redevelopment district" means a type of tax increment financing district consisting of a project, or portions of a project, within which the authority finds by resolution that one or more of the following conditions, reasonably distributed throughout the district, exists:

(1) parcels consisting of 70 percent of the area in the district are occupied by buildings, streets, utilities, paved or gravel parking lots or other similar structures and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance;

(2) The property consists of vacant, unused, underused, inappropriately used, or infrequently used rail yards, rail storage facilities or excessive or vacated railroad rights-of-way;

(3) tank facilities, or property whose immediately previous use was for tank facilities, as defined in Section 115C, Subd. 15, if the tank facility:

(i) have or had a capacity of more than one million gallons;
(ii) are located adjacent to rail facilities; or
(iii) have been removed, or are unused, underused, inappropriately used or infrequently used; or

(4) a qualifying disaster area, as defined in Subd. 10b.

(b) For purposes of this subdivision, "structurally substandard" shall mean containing defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify

substantial renovation or clearance.

(c) A building is not structurally substandard if it is in compliance with the building code applicable to new buildings or could be modified to satisfy the building code at a cost of less than 15 percent of the cost of constructing a new structure of the same square footage and type on the site. The municipality may find that a building is not disqualified as structurally substandard under the preceding sentence on the basis of reasonably available evidence, such as the size, type, and age of the building, the average cost of plumbing, electrical, or structural repairs or other similar reliable evidence. The municipality may not make such a determination without an interior inspection of the property, but need not have an independent, expert appraisal prepared of the cost of repair and rehabilitation of the building. An interior inspection of the property is not required, if the municipality finds that (1) the municipality or authority is unable to gain access to the property after using its best efforts to obtain permission from the party that owns or controls the property; and (2) the evidence otherwise supports a reasonable conclusion that the building is structurally substandard.

(d) A parcel is deemed to be occupied by a structurally substandard building for purposes of the finding under paragraph (a) or by the improvement described in paragraph (e) if all of the following conditions are met:

(1) the parcel was occupied by a substandard building or met the requirements of paragraph (e), as the case may be, within three years of the filing of the request for certification of the parcel as part of the district with the county auditor;

(2) the substandard building or the improvements described in paragraph (e) were demolished or removed by the authority or the demolition or removal was financed by the authority or was done by a developer under a development agreement with the authority;

(3) the authority found by resolution before the demolition or removal that the parcel was occupied by a structurally substandard building or met the requirement of paragraph (e) and that after demolition and clearance the authority intended to include the parcel within a district; and

(4) upon filing the request for certification of the tax capacity of the parcel as part of a district, the authority notifies the county auditor that the original tax capacity of the parcel must be adjusted as provided by § 469.177, subdivision 1, paragraph (f).

(e) For purposes of this subdivision, a parcel is not occupied by buildings, streets, utilities, paved or gravel parking lots or other similar structures unless 15 percent of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots or other similar structures.

(f) For districts consisting of two or more noncontiguous areas, each area must qualify as a redevelopment district under paragraph (a) to be included in the district, and the entire area of the district must satisfy paragraph (a).

In meeting the statutory criteria the HRA and City rely on the following facts and findings:

- The District is a redevelopment district consisting of fifteen parcels.
- An inventory shows that parcels consisting of more than 70 percent of the area in the District are occupied by buildings, streets, utilities, paved or gravel parking lots or other similar structures.

- An inspection of the buildings located within the District finds that more than 50 percent of the buildings are structurally substandard as defined in the TIF Act. (See Appendix F).

Pursuant to *M.S., Section 469.176, Subd. 7*, the District does not contain any parcel or part of a parcel that qualified under the provisions of *M.S., Sections 273.111* or *273.112* or *Chapter 473H* for taxes payable in any of the five calendar years before the filing of the request for certification of the District.

Subsection 2-7. Duration and First Year of Tax Increment of the District

Pursuant to *M.S., Section 469.175, Subd. 1, and Section 469.176, Subd. 1*, the duration and first year of tax increment of the District must be indicated within the TIF Plan. Pursuant to *M.S., Section 469.176, Subd. 1b.*, the duration of the District will be 25 years after receipt of the first increment by the HRA or City (a total of 26 years of tax increment). The HRA or City elects to receive the first tax increment in 2017, which is no later than four years following the year of approval of the District. Thus, it is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after 2042, or when the TIF Plan is satisfied. The HRA or City reserves the right to decertify the District prior to the legally required date.

Subsection 2-8. Original Tax Capacity, Tax Rate and Estimated Captured Net Tax Capacity Value/Increment and Notification of Prior Planned Improvements

Pursuant to *M.S., Section 469.174, Subd. 7 and M.S., Section 469.177, Subd. 1*, the Original Net Tax Capacity (ONTC) as certified for the District will be based on the market values placed on the property by the assessor in 2015 for taxes payable 2016.

Pursuant to *M.S., Section 469.177, Subds. 1 and 2*, the County Auditor shall certify in each year (beginning in the payment year 2017) the amount by which the original value has increased or decreased as a result of:

1. Change in tax exempt status of property;
2. Reduction or enlargement of the geographic boundaries of the district;
3. Change due to adjustments, negotiated or court-ordered abatements;
4. Change in the use of the property and classification;
5. Change in state law governing class rates; or
6. Change in previously issued building permits.

In any year in which the current Net Tax Capacity (NTC) value of the District declines below the ONTC, no value will be captured and no tax increment will be payable to the HRA or City.

The original local tax rate for the District will be the local tax rate for taxes payable 2016, assuming the request for certification is made after July 1, 2015 and before June 30, 2016. The ONTC and the Original Local Tax Rate for the District appear in the following table. For calculation purposes, the payable 2015 Truth in Taxation rates are used as the final pay 2015 and pay 2016 rates are currently unavailable.

Pursuant to *M.S., Section 469.174 Subd. 4 and M.S., Section 469.177, Subd. 1, 2, and 4*, the estimated Captured Net Tax Capacity (CTC) of the District, within Redevelopment Project No. 1, upon completion of the projects within the District, will annually approximate tax increment revenues as shown in the table below. The HRA and City request 100 percent of the available increase in tax capacity for repayment of its obligations and current expenditures, beginning in the tax year payable 2017. The Project Tax Capacity (PTC) listed is an estimate of values when the projects within the District are completed.

Project Estimated Tax Capacity upon Completion (PTC)	**$299,488**	
Original Estimated Net Tax Capacity (ONTC)	**$19,748**	
Estimated Captured Tax Capacity (CTC)	**$279,740**	
Original Local Tax Rate	**1.11076**	Estimated Pay 2015
Estimated Annual Tax Increment (CTC x Local Tax Rate)	**$310,724**	
Percent Retained by the HRA	**100%**	

Tax capacity includes a 1.85% inflation factor for the duration of the District. The tax capacity included in this chart is the estimated tax capacity of the District in year 25. The tax capacity of the District in year one is estimated to be $189,388.

Pursuant to *M.S., Section 469.177, Subd. 4*, the HRA shall, after a due and diligent search, accompany its request for certification to the County Auditor or its notice of the District enlargement pursuant to *M.S., Section 469.175, Subd. 4*, with a listing of all properties within the District or area of enlargement for which building permits have been issued during the eighteen (18) months immediately preceding approval of the TIF Plan by the municipality pursuant to *M.S., Section 469.175, Subd. 3*. The County Auditor shall increase the original net tax capacity of the District by the net tax capacity of improvements for which a building permit was issued.

The City has reviewed the area to be included in the District and has found building permits that were issued in the past 18 months prior to the public hearing. Please see Appendix H for the building permits that were issued.

Subsection 2-9. Sources of Revenue/Bonds to be Issued

The costs outlined in the Uses of Funds will be financed primarily through the annual collection of tax increments. The HRA or City reserves the right to incur bonds or other indebtedness as a result of the TIF Plan. As presently proposed, the projects within the District will be financed by an interfund loan. Any refunding amounts will be deemed a budgeted cost without a formal TIF Plan Modification. This provision does not obligate the HRA or City to incur debt. The HRA or City may issue bonds or incur other debt only upon the determination that such action is in the best interest of the City.

The total estimated tax increment revenues for the District are shown in the table below:

SOURCES OF FUNDS	TOTAL
Tax Increment	$6,350,000
Interest	$635,000
TOTAL	**$6,985,000**

The HRA or City may issue bonds (as defined in the TIF Act) secured in whole or in part with tax increments from the District in a maximum principal amount of $4,685,000. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or interfund loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of approval.

Subsection 2-10. Uses of Funds

Currently under consideration for the District is a proposal to facilitate the redevelopment of properties into an assisted living facility by Walker and construction of for-sale single family homes and townhomes and approximately 1500 square feet of commercial/office space, to upgrade infrastructure, and to construct a public parking ramp to address parking needs in the City. The HRA and City have determined that it will be necessary to provide assistance to the project(s) for certain District costs, as described. The HRA has studied the feasibility of the development or redevelopment of property in and around the District. To facilitate the establishment and development or redevelopment of the District, this TIF Plan authorizes the use of tax increment financing to pay for the cost of certain eligible expenses. The estimate of public costs and uses of funds associated with the District is outlined in the following table.

USES OF TAX INCREMENT FUNDS	TOTAL
Land/Building Acquisition	$1,000,000
Site Improvements/Preparation	$1,000,000
Utilities	$0
Other Qualifying Improvements	$2,050,000
Administrative Costs (up to 10%)	$635,000
PROJECT COST TOTAL	$4,685,000
Interest	$2,300,000
PROJECT AND INTEREST COSTS TOTAL	**$6,985,000**

The total project cost, including financing costs (interest) listed in the table above does not exceed the total projected tax increments for the District as shown in Subsection 2-9.

Estimated costs associated with the District are subject to change among categories without a modification to this TIF Plan. The cost of all activities to be considered for tax increment financing will not exceed, without formal modification, the budget above pursuant to the applicable statutory requirements. Pursuant to *M.S., Section 469.1763, Subd. 2*, no more than 25 percent of the tax increment paid by property within the District will be spent on activities related to development or redevelopment outside of the District but within the boundaries of Redevelopment Project No. 1, (including administrative costs, which are considered to be spent outside of the District) subject to the limitations as described in this TIF Plan.

Subsection 2-11. Fiscal Disparities Election

Pursuant to *M.S., Section 469.177, Subd. 3*, the HRA or City may elect one of two methods to calculate fiscal disparities. If the calculations pursuant to *M.S., Section 469.177, Subd. 3, clause a*, (outside the District) are followed, the following method of computation shall apply:

(1) The original net tax capacity and the current net tax capacity shall be determined before the application of the fiscal disparity provisions of Chapter 276A or 473F. Where the original net tax capacity is equal to or greater than the current net tax capacity, there is no captured net tax capacity and no tax increment determination. Where the original net tax capacity is less than the current net tax capacity, the difference between the original net tax capacity and the current

net tax capacity is the captured net tax capacity. This amount less any portion thereof which the authority has designated, in its tax increment financing plan, to share with the local taxing districts is the retained captured net tax capacity of the authority.

(2) The county auditor shall exclude the retained captured net tax capacity of the authority from the net tax capacity of the local taxing districts in determining local taxing district tax rates. The local tax rates so determined are to be extended against the retained captured net tax capacity of the authority as well as the net tax capacity of the local taxing districts. The tax generated by the extension of the lesser of (A) the local taxing district tax rates or (B) the original local tax rate to the retained captured net tax capacity of the authority is the tax increment of the authority.

The HRA will choose to calculate fiscal disparities by clause a.

According to *M.S., Section 469.177, Subd. 3:*

(c) The method of computation of tax increment applied to a district pursuant to paragraph (a) or (b) shall remain the same for the duration of the district, except that the governing body may elect to change its election from the method of computation in paragraph (a) to the method in paragraph (b).

Subsection 2-12. Business Subsidies

Pursuant to *M.S., Section 116J.993, Subd. 3*, the following forms of financial assistance are not considered a business subsidy:

(1) A business subsidy of less than $150,000;
(2) Assistance that is generally available to all businesses or to a general class of similar businesses, such as a line of business, size, location, or similar general criteria;
(3) Public improvements to buildings or lands owned by the state or local government that serve a public purpose and do not principally benefit a single business or defined group of businesses at the time the improvements are made;
(4) Redevelopment property polluted by contaminants as defined in *M.S., Section 116J.552, Subd. 3;*
(5) Assistance provided for the sole purpose of renovating old or decaying building stock or bringing it up to code and assistance provided for designated historic preservation districts, provided that the assistance is equal to or less than 50% of the total cost;
(6) Assistance to provide job readiness and training services if the sole purpose of the assistance is to provide those services;
(7) Assistance for housing;
(8) Assistance for pollution control or abatement, including assistance for a tax increment financing hazardous substance subdistrict as defined under *M.S., Section 469.174, Subd. 23*;
(9) Assistance for energy conservation;
(10) Tax reductions resulting from conformity with federal tax law;
(11) Workers' compensation and unemployment compensation;
(12) Benefits derived from regulation;
(13) Indirect benefits derived from assistance to educational institutions;
(14) Funds from bonds allocated under chapter 474A, bonds issued to refund outstanding bonds, and bonds issued for the benefit of an organization described in section 501 (c) (3) of the Internal Revenue Code of 1986, as amended through December 31, 1999;
(15) Assistance for a collaboration between a Minnesota higher education institution and a business;

(16) Assistance for a tax increment financing soils condition district as defined under *M.S., Section 469.174, Subd. 19*;
(17) Redevelopment when the recipient's investment in the purchase of the site and in site preparation is 70 percent or more of the assessor's current year's estimated market value;
(18) General changes in tax increment financing law and other general tax law changes of a principally technical nature;
(19) Federal assistance until the assistance has been repaid to, and reinvested by, the state or local government agency;
(20) Funds from dock and wharf bonds issued by a seaway port authority;
(21) Business loans and loan guarantees of $150,000 or less;
(22) Federal loan funds provided through the United States Department of Commerce, Economic Development Administration; and
(23) Property tax abatements granted under *M.S., Section 469.1813* to property that is subject to valuation under Minnesota Rules, chapter 8100.

The HRA will comply with *M.S., Sections 116J.993 to 116J.995* to the extent the tax increment assistance under this TIF Plan does not fall under any of the above exemptions.

Subsection 2-13. County Road Costs

Pursuant to *M.S., Section 469.175, Subd. 1a*, the county board may require the HRA or City to pay for all or part of the cost of county road improvements if the proposed development to be assisted by tax increment will, in the judgment of the county, substantially increase the use of county roads requiring construction of road improvements or other road costs and if the road improvements are not scheduled within the next five years under a capital improvement plan or within five years under another county plan.

If the county elects to use increments to improve county roads, it must notify the HRA or City within forty-five days of receipt of this TIF Plan. In the opinion of the HRA and City and consultants, the proposed development outlined in this TIF Plan will have little or no impact upon county roads, therefore the TIF Plan was not forwarded to the county 45 days prior to the public hearing. The HRA and City are aware that the county could claim that tax increment should be used for county roads, even after the public hearing.

Subsection 2-14. Estimated Impact on Other Taxing Jurisdictions

The estimated impact on other taxing jurisdictions assumes that the redevelopment contemplated by the TIF Plan would occur without the creation of the District. However, the HRA or City has determined that such development or redevelopment would not occur "but for" tax increment financing and that, therefore, the fiscal impact on other taxing jurisdictions is $0. The estimated fiscal impact of the District would be as follows if the "but for" test was not met:

IMPACT ON TAX BASE			
	2014/Pay 2015 Total Net Tax Capacity	**Estimated Captured Tax Capacity (CTC) Upon Completion**	**Percent of CTC to Entity Total**
Anoka County	285,531,892	279,740	**0.0980%**
City of Anoka	13,709,471	279,740	**2.0405%**
Anoka-Hennepin ISD No. 11	148,985,813	279,740	**0.1878%**

IMPACT ON TAX RATES				
	Estimated Pay 2015 Extension Rates	**Percent of Total**	**CTC**	**Potential Taxes**
Anoka County	0.380760	34.28%	279,740	**106,514**
City of Anoka	0.449400	40.46%	279,740	**125,715**
Anoka-Hennepin ISD No. 11	0.224630	20.22%	279,740	**62,838**
Other	0.055970	5.04%	279,740	**15,657**
Total	1.110760	100.00%		**310,724**

The estimates listed above display the captured tax capacity when all construction is completed. The tax rate used for calculations is the estimated Pay 2015 rate. The total net capacity for the entities listed above are based on estimated Pay 2016 figures. The District will be certified under the actual Pay 2016 rates and figures, which were unavailable at the time this TIF Plan was prepared.

Pursuant to *M.S. Section 469.175 Subd. 2(b)*:

(1) Estimate of total tax increment. It is estimated that the total amount of tax increment that will be generated over the life of the District is $6,350,000;

(2) Probable impact of the District on city provided services and ability to issue debt. An impact of the District on police protection is not expected. The Anoka Police Department does track calls by type of crime and property address. With any addition of new residents or businesses, police calls for service will be increased. New developments add an increase in traffic, and additional overall demands to the call load. The Anoka Police Department estimates approximately 50 calls for service annually from the new development. However, the City does not expect that the proposed development, in and of itself, will necessitate new capital investment.

The probable impact of the District on fire protection is not expected to be significant. Typically new buildings generate few calls, if any, and are of superior construction.

The impact of the District on public infrastructure is expected to be minimal. The development is not expected to significantly impact any traffic movements in the area. The current infrastructure for sanitary sewer, storm sewer and water will be able to handle the additional volume generated from the proposed development. Based on the development plans, there are no additional costs associated with street maintenance, sweeping, plowing, lighting and sidewalks. The development in the District is expected to contribute an estimated $390,950 in sanitary sewer (SAC) and water (WAC)

connection fees. There are two vacant lots located on Madison Street that are not connected to City sewer and water. In order to make those connections, the City or the developer would need to invest approximately $200,000 into adjacent infrastructure.

The probable impact of any District general obligation tax increment bonds on the ability to issue debt for general fund purposes is expected to be minimal. It is not anticipated that there will be any general obligation debt issued in relation to this project, therefore there will be no impact on the City's ability to issue future debt or on the City's debt limit.

(3) Estimated amount of tax increment attributable to school district levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is $1,283,970;

(4) Estimated amount of tax increment attributable to county levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is $2,176,780;

(5) Additional information requested by the county or school district. The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S. Section 469.175 Subd. 2(b)* within 15 days after receipt of the tax increment financing plan.

No requests for additional information from the county or school district regarding the proposed development for the District have been received.

Subsection 2-15. Supporting Documentation

Pursuant to *M.S. Section 469.175, Subd. 1 (a), clause 7* the TIF Plan must contain identification and description of studies and analyses used to make the determination set forth in *M.S. Section 469.175, Subd. 3, clause (b)(2)* and the findings are required in the resolution approving the District. Following is a list of reports and studies on file at the City that support the HRA and City's findings:

- LHB Report dated January 30, 2015.

Subsection 2-16. Definition of Tax Increment Revenues

Pursuant to *M.S., Section 469.174, Subd. 25*, tax increment revenues derived from a tax increment financing district include all of the following potential revenue sources:

1. Taxes paid by the captured net tax capacity, but excluding any excess taxes, as computed under *M.S., Section 469.177*;
2. The proceeds from the sale or lease of property, tangible or intangible, to the extent the property was purchased by the authority with tax increments;
3. Principal and interest received on loans or other advances made by the authority with tax increments;
4. Interest or other investment earnings on or from tax increments; and
5. Repayments or return of tax increments made to the authority under agreements for districts for which the request for certification was made after August 1, 1993.

Subsection 2-17. Modifications to the District

In accordance with *M.S., Section 469.175, Subd. 4*, any:

1. Reduction or enlargement of the geographic area of the District, if the reduction does not meet the requirements of *M.S., Section 469.175, Subd. 4(e)*;
2. Increase in amount of bonded indebtedness to be incurred;
3. A determination to capitalize interest on debt if that determination was not a part of the original TIF Plan;
4. Increase in the portion of the captured net tax capacity to be retained by the HRA or City;
5. Increase in the estimate of the cost of the District, including administrative expenses, that will be paid or financed with tax increment from the District; or
6. Designation of additional property to be acquired by the HRA or City,

shall be approved upon the notice and after the discussion, public hearing and findings required for approval of the original TIF Plan.

Pursuant to *M.S. Section 469.175 Subd. 4(f)*, the geographic area of the District may be reduced, but shall not be enlarged after five years following the date of certification of the original net tax capacity by the county auditor. If a redevelopment district is enlarged, the reasons and supporting facts for the determination that the addition to the district meets the criteria of *M.S., Section 469.174, Subd. 10*, must be documented in writing and retained. The requirements of this paragraph do not apply if (1) the only modification is elimination of parcel(s) from the District and (2)(A) the current net tax capacity of the parcel(s) eliminated from the District equals or exceeds the net tax capacity of those parcel(s) in the District's original net tax capacity or (B) the HRA agrees that, notwithstanding *M.S., Section 469.177, Subd. 1*, the original net tax capacity will be reduced by no more than the current net tax capacity of the parcel(s) eliminated from the District.

The HRA or City must notify the County Auditor of any modification to the District. Modifications to the District in the form of a budget modification or an expansion of the boundaries will be recorded in the TIF Plan.

Subsection 2-18. Administrative Expenses

In accordance with *M.S., Section 469.174, Subd. 14,* administrative expenses means all expenditures of the HRA or City, *other than*:

1. Amounts paid for the purchase of land;
2. Amounts paid to contractors or others providing materials and services, including architectural and engineering services, directly connected with the physical development of the real property in the District;
3. Relocation benefits paid to or services provided for persons residing or businesses located in the District; or
4. Amounts used to pay principal or interest on, fund a reserve for, or sell at a discount bonds issued pursuant to *M.S., Section 469.178*; or
5. Amounts used to pay other financial obligations to the extent those obligations were used to finance costs described in clauses (1) to (3).

For districts for which the request for certification were made before August 1, 1979, or after June 30, 1982, and before August 1, 2001, administrative expenses also include amounts paid for services provided by bond

counsel, fiscal consultants, and planning or economic development consultants. Pursuant to *M.S., Section 469.176, Subd. 3*, tax increment may be used to pay any **authorized and documented** administrative expenses for the District up to but not to exceed 10 percent of the total estimated tax increment expenditures authorized by the TIF Plan or the total tax increments, as defined by *M.S., Section 469.174, Subd. 25, clause (1)*, from the District, whichever is less.

For districts for which certification was requested after July 31, 2001, no tax increment may be used to pay any administrative expenses for District costs which exceed ten percent of total estimated tax increment expenditures authorized by the TIF Plan or the total tax increments, as defined in *M.S., Section 469.174, Subd. 25, clause (1)*, from the District, whichever is less.

Pursuant to *M.S., Section 469.176, Subd. 4h*, tax increments may be used to pay for the County's actual administrative expenses incurred in connection with the District and are not subject to the percentage limits of *M.S., Section 469.176, Subd. 3*. The county may require payment of those expenses by February 15 of the year following the year the expenses were incurred.

Pursuant to *M.S., Section 469. 177, Subd. 11*, the County Treasurer shall deduct an amount (currently .36 percent) of any increment distributed to the HRA or City and the County Treasurer shall pay the amount deducted to the State Commissioner of Management and Budget for deposit in the state general fund to be appropriated to the State Auditor for the cost of financial reporting of tax increment financing information and the cost of examining and auditing authorities' use of tax increment financing. This amount may be adjusted annually by the Commissioner of Revenue.

Subsection 2-19. Limitation of Increment

The tax increment pledged to the payment of bonds and interest thereon may be discharged and the District may be terminated if sufficient funds have been irrevocably deposited in the debt service fund or other escrow account held in trust for all outstanding bonds to provide for the payment of the bonds at maturity or redemption date.

Pursuant to *M.S., Section 469.176, Subd. 6*:

> *if, after four years from the date of certification of the original net tax capacity of the tax increment financing district pursuant to M.S., Section 469.177, no demolition, rehabilitation or renovation of property or other site preparation, including qualified improvement of a street adjacent to a parcel but not installation of utility service including sewer or water systems, has been commenced on a parcel located within a tax increment financing district by the authority or by the owner of the parcel in accordance with the tax increment financing plan, no additional tax increment may be taken from that parcel and the original net tax capacity of that parcel shall be excluded from the original net tax capacity of the tax increment financing district. If the authority or the owner of the parcel subsequently commences demolition, rehabilitation or renovation or other site preparation on that parcel including qualified improvement of a street adjacent to that parcel, in accordance with the tax increment financing plan, the authority shall certify to the county auditor that the activity has commenced and the county auditor shall certify the net tax capacity thereof as most recently certified by the commissioner of revenue and add it to the original net tax capacity of the tax increment financing district. The county auditor must enforce the provisions of this subdivision. The authority must submit to the county auditor evidence that the required activity has taken place for each parcel in the district. The evidence for a parcel must be submitted by February 1 of the fifth year following the year in which the parcel was certified*

as included in the district. For purposes of this subdivision, qualified improvements of a street are limited to (1) construction or opening of a new street, (2) relocation of a street, and (3) substantial reconstruction or rebuilding of an existing street.

The HRA or City or a property owner must improve parcels within the District by approximately March 2019 and report such actions to the County Auditor.

Subsection 2-20. Use of Tax Increment

The HRA or City hereby determines that it will use 100 percent of the captured net tax capacity of taxable property located in the District for the following purposes:

1. To pay the principal of and interest on bonds issued to finance a project;
2. To finance, or otherwise pay public redevelopment costs of the Redevelopment Project No. 1 pursuant to *M.S., Sections 469.001 to 469.047*;
3. To pay for project costs as identified in the budget set forth in the TIF Plan;
4. To finance, or otherwise pay for other purposes as provided in *M.S., Section 469.176, Subd. 4*;
5. To pay principal and interest on any loans, advances or other payments made to or on behalf of the HRA or City or for the benefit of Redevelopment Project No. 1 by a developer;
6. To finance or otherwise pay premiums and other costs for insurance or other security guaranteeing the payment when due of principal of and interest on bonds pursuant to the TIF Plan or pursuant to *M.S., Chapter 462C. M.S., Sections 469.152 through 469.165*, and/or *M.S., Sections 469.178*; and
7. To accumulate or maintain a reserve securing the payment when due of the principal and interest on the tax increment bonds or bonds issued pursuant to *M.S., Chapter 462C, M.S., Sections 469.152 through 469.165*, and/or *M.S., Sections 469.178*.

These revenues shall not be used to circumvent any levy limitations applicable to the City nor for other purposes prohibited by *M.S., Section 469.176, Subd. 4.*

Subsection 2-21. Excess Increments

Excess increments, as defined in *M.S., Section 469.176, Subd. 2*, shall be used only to do one or more of the following:

1. Prepay any outstanding bonds;
2. Discharge the pledge of tax increment for any outstanding bonds;
3. Pay into an escrow account dedicated to the payment of any outstanding bonds; or
4. Return the excess to the County Auditor for redistribution to the respective taxing jurisdictions in proportion to their local tax rates.

The HRA or City must spend or return the excess increments under paragraph (c) within nine months after the end of the year. In addition, the HRA or City may, subject to the limitations set forth herein, choose to modify the TIF Plan in order to finance additional public costs in Redevelopment Project No. 1 or the District.

Subsection 2-22. Requirements for Agreements with the Developer

The HRA or City will review any proposal for private development to determine its conformance with the Redevelopment Plan and with applicable municipal ordinances and codes. To facilitate this effort, the following documents may be requested for review and approval: site plan, construction, mechanical, and electrical system drawings, landscaping plan, grading and storm drainage plan, signage system plan, and any

other drawings or narrative deemed necessary by the HRA or City to demonstrate the conformance of the development with City plans and ordinances. The HRA or City may also use the Agreements to address other issues related to the development.

Pursuant to *M.S., Section 469.176, Subd. 5*, no more than 25 percent, by acreage, of the property to be acquired in the District as set forth in the TIF Plan shall at any time be owned by the HRA or City as a result of acquisition with the proceeds of bonds issued pursuant to *M.S., Section 469.178* to which tax increments from property acquired is pledged, unless prior to acquisition in excess of 25 percent of the acreage, the HRA or City concluded an agreement for the development or redevelopment of the property acquired and which provides recourse for the HRA or City should the development or redevelopment not be completed.

Subsection 2-23. Assessment Agreements

Pursuant to *M.S., Section 469.177, Subd. 8*, the HRA or City may enter into a written assessment agreement in recordable form with the developer of property within the District which establishes a minimum market value of the land and completed improvements for the duration of the District. The assessment agreement shall be presented to the County Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land upon which the improvements are to be constructed and, so long as the minimum market value contained in the assessment agreement appears, in the judgment of the assessor, to be a reasonable estimate, the County Assessor shall also certify the minimum market value agreement.

Subsection 2-24. Administration of the District

Administration of the District will be handled by the City Housing Manager.

Subsection 2-25. Annual Disclosure Requirements

Pursuant to *M.S., Section 469.175, Subds. 5, 6, and 6b* the HRA or City must undertake financial reporting for all tax increment financing districts to the Office of the State Auditor, County Board and County Auditor on or before August 1 of each year. *M.S., Section 469.175, Subd. 5* also provides that an annual statement shall be published in a newspaper of general circulation in the City on or before August 15.

If the City fails to make a disclosure or submit a report containing the information required by *M.S., Section 469.175 Subd. 5 and Subd. 6,* the OSA will direct the County Auditor to withhold the distribution of tax increment from the District.

Subsection 2-26. Reasonable Expectations

As required by the TIF Act, in establishing the District, the determination has been made that the anticipated development would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan. A comparative analysis of estimated market values both with and without establishment of the District and the use of tax increments has been performed as described above. Such analysis is included with the cashflow in Appendix D, and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the District and the use of tax increments.

Subsection 2-27. Other Limitations on the Use of Tax Increment

1. General Limitations. All revenue derived from tax increment shall be used in accordance with the TIF Plan. The revenues shall be used to finance, or otherwise pay public redevelopment costs of the Redevelopment Project No. 1 pursuant to *M.S., Sections 469.001 to 469.047*. Tax increments may not be used to circumvent existing levy limit law. No tax increment may be used for the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the state or federal government. This provision does not prohibit the use of revenues derived from tax increments for the construction or renovation of a parking structure.

2. Pooling Limitations. At least 75 percent of tax increments from the District must be expended on activities in the District or to pay bonds, to the extent that the proceeds of the bonds were used to finance activities within said district or to pay, or secure payment of, debt service on credit enhanced bonds. Not more than 25 percent of said tax increments may be expended, through a development fund or otherwise, on activities outside of the District except to pay, or secure payment of, debt service on credit enhanced bonds. For purposes of applying this restriction, all administrative expenses must be treated as if they were solely for activities outside of the District.

3. Five Year Limitation on Commitment of Tax Increments. Tax increments derived from the District shall be deemed to have satisfied the 75 percent test set forth in paragraph (2) above only if the five year rule set forth in *M.S., Section 469.1763, Subd. 3*, has been satisfied; and beginning with the sixth year following certification of the District, 75 percent of said tax increments that remain after expenditures permitted under said five year rule must be used only to pay previously committed expenditures or credit enhanced bonds as more fully set forth in *M.S., Section 469.1763, Subd. 5*.

4. Redevelopment District. At least 90 percent of the revenues derived from tax increment from a redevelopment district must be used to finance the cost of correcting conditions that allow designation of redevelopment and renewal and renovation districts under *M.S., Section 469.176 Subd. 4j*. These costs include, but are not limited to, acquiring properties containing structurally substandard buildings or improvements or hazardous substances, pollution, or contaminants, acquiring adjacent parcels necessary to provide a site of sufficient size to permit development, demolition and rehabilitation of structures, clearing of the land, the removal of hazardous substances or remediation necessary for development of the land, and installation of utilities, roads, sidewalks, and parking facilities for the site. The allocated administrative expenses of the HRA or City, including the cost of preparation of the development action response plan, may be included in the qualifying costs.

Subsection 2-28. Summary

The City of Anoka is establishing the District to preserve and enhance the tax base, redevelop substandard areas, and provide employment opportunities in the City. The TIF Plan for the District was prepared by Ehlers & Associates, Inc., 3060 Centre Pointe Drive, Roseville, Minnesota 55113, telephone (651) 697-8500.

Appendix A

Project Description

The City of Anoka has been successful in providing senior assisted living facilities in the City for many years. Residents are looking for an option for themselves or for family members to receive quality housing and medical care in the City. The City has made assisted living a component of the redevelopment of the City as a way to attract and retain citizens.

The impetus for the proposed district is the expansion of the Walker Senior Housing facility, which currently owns an existing senior housing complex. The proposed project will consist of an additional building across the street from the existing building. The proposed assisted living facility would consist of approximately 70 rental units.

The project consists of redevelopment of a portion of the properties located south of Monroe Street between 1st and 3rd Avenues extending south to Jefferson Street located just south of the historic Anoka Central Business District. The proposed project anticipates senior apartment units, single family and town and row homes, 15,000 s.f. of commercial space and a parking ramp to be completed over a period of 3 to 5 years after construction commences. Anticipated costs that would be, in part, utilize tax increment revenue include property acquisition, site preparation, environmental cleanup and construction of infrastructure, including streets, sanitary sewer, water, storm sewer, and a public parking ramp. The City anticipates that the costs will be financed through an interfund loan. Other methods of financing may include reimbursement to developers for qualified costs.

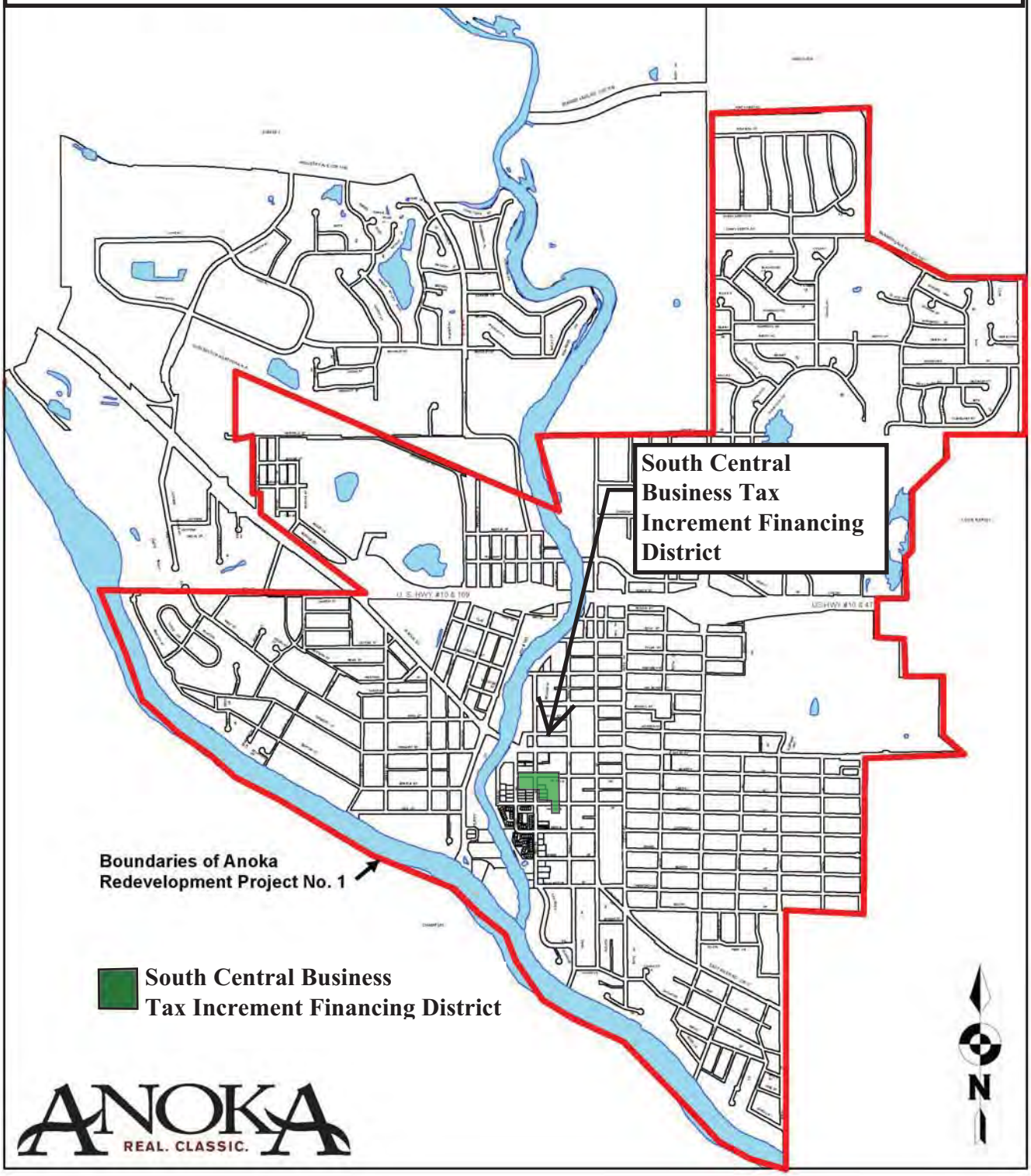
Appendix B

Map of Redevelopment Project No. 1 and the District

South Central Business Tax Increment Financing District
Anoka Redevelopment Project No. 1

City of Anoka

Anoka County, MN



Appendix C

Description of Property to be Included in the District

The District encompasses all property and adjacent rights-of-way and abutting roadways identified by the parcels listed below.

Parcel Numbers	Address	Owner
07-31-24-22-0106		City of Anoka
07-31-24-22-0105		City of Anoka
12-31-25-11-0054*	1820 2nd Ave	City of Anoka HRA
12-31-25-11-0053	1834 2nd Ave	City of Anoka HRA
12-31-25-11-0111*	1814 2nd Ave	City of Anoka HRA
07-31-24-22-0088	210 Monroe St.	City of Anoka HRA
12-31-25-11-0063*	1812 1st Ave	Beehive Partners LLC
12-31-25-11-0061	100 Monroe St.	City of Anoka HRA
12-31-25-11-0055*	1806 2nd Ave	Manning Brian PE & Chris
12-31-25-11-0126	1833 2nd Ave	City of Anoka HRA
07-31-24-22-0086	222 Monroe St.	222 LLC
07-31-24-22-0087		ISD 11
12-31-25-11-0112*	1800 2nd Ave	City of Anoka HRA
07-31-24-22-0077		BT Props LLC
07-31-24-22-0078		BT Props LLC

*These parcels are being removed from TIF District No. 2 (County District E9 and M2).

Appendix D

Estimated Cash Flow for the District

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HRA South Central Business District

Anoka HRA

ASSUMPTIONS AND RATES

DistrictType:	**Redevelopment**	
District Name/Number:	**HRA South Central Business District**	
County District #:		
First Year Construction or Inflation on Value	**2015**	
Existing District - Specify No. Years Remaining		
Inflation Rate - Every Year:	**1.85%**	
Interest Rate:	**3.50%**	
Present Value Date:	**1-Aug-15**	
First Period Ending	1-Feb-16	
Tax Year District was Certified:	**Pay 2016**	
Cashflow Assumes First Tax Increment For Development:	2017	
Years of Tax Increment	26	
Assumes Last Year of Tax Increment	2042	
Fiscal Disparities Election [Outside (A), Inside (B), or NA]	**Outside(A)**	
Incremental or Total Fiscal Disparities	**Incremental**	
Fiscal Disparities Contribution Ratio	33.6802%	Pay 2015 TNT
Fiscal Disparities Metro-Wide Tax Rate	161.6250%	Pay 2015
Maximum/Frozen Local Tax Rate:	111.076%	Pay 2015 TNT
Current Local Tax Rate: (Use lesser of Current or Max.)	111.076%	Pay 2015 TNT
State-wide Tax Rate (Comm./Ind. only used for total taxes)	50.8400%	Pay 2015
Market Value Tax Rate (Used for total taxes)	0.21261%	Pay 2015 TNT

Tax Rates

Exempt Class Rate (Exempt)		0.00%
Commercial Industrial Preferred Class Rate (C/I Pref.)		
First	$150,000	1.50%
Over	$150,000	2.00%
Commercial Industrial Class Rate (C/I)		2.00%
Rental Housing Class Rate (Rental)		1.25%
Affordable Rental Housing Class Rate (Aff. Rental)		
First	$100,000	0.75%
Over	$100,000	0.25%
Non-Homestead Residential (Non-H Res. 1 Unit)		
First	$500,000	1.00%
Over	$500,000	1.25%
Homestead Residental Class Rate (Hmstd. Res.)		
First	$500,000	1.00%
Over	$500,000	1.25%
Agricultural Non-Homestead		1.00%

BASE VALUE INFORMATION (Original Tax Capacity)

Map #	PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Original Market Value	Tax Year Original Market Value	Property Tax Class	Current Original Tax Capacity	Class After Conversion	After Conversion Orig. Tax Cap.	Area/ Phase
1	12-31-25-11-0061	Anoka HRA	100 MONROE ST	59,000	0	59,000	100%	59,000	Pay 2016	Exempt	-	Rental	738	1
2	12-31-25-11-0126	City of Anoka	1833 2ND AVE	93,100	0	93,100	100%	93,100	Pay 2016	Exempt	9,730	Rental	1,164	1
14	07-31-24-22-0078	BT Prop		23,800	0	23,800	100%	23,800	Pay 2016	Rental	298	Hmstd. Res.	238	2
15	07-31-24-22-0077	BT Prop		23,800	0	23,800	100%	23,800	Pay 2016	Rental	298	Hmstd. Res.	238	2
11	12-31-25-11-0055	Manning, C & B	1806 2ND AVE	40,000	146,200	186,200	100%	186,200	Pay 2016	Non-H Res. 1 Unit	1,862	Hmstd. Res.	1,862	3
12	12-31-25-11-0112	Anoka HRA	1800 2ND AVE	52,500	0	52,500	100%	52,500	Pay 2016	Rental	656	Hmstd. Res.	525	3
13	07-31-24-22-0106	City of Anoka		9,700	125,000	134,700	100%	134,700	Pay 2016	Exempt	-	Hmstd. Res.	1,347	3
4	12-31-25-11-0053	Anoka HRA	1834 2ND AVE	3,300	124,300	127,600	100%	127,600	Pay 2016	C/I	2,552	C/I Pref.	1,914	4
5	07-31-24-22-0088	Anoka HRA	210 MONROE ST	72,200	0	72,200	100%	72,200	Pay 2016	Exempt	-	C/I Pref.	1,083	4
6	07-31-24-22-0087	ISD 11		6,900	93,800	100,700	100%	100,700	Pay 2016	Exempt	-	C/I	2,014	4
8	12-31-25-11-0054	City of Anoka	1820 2ND AVE	2,100	78,800	80,900	100%	80,900	Pay 2016	C/I	1,618	C/I	1,618	4
9	12-31-25-11-0111	Anoka HRA	1814 2ND AVE	45,000	0	45,000	100%	45,000	Pay 2016	Exempt	-	C/I	900	4
10	07-31-24-22-0105	City of Anoka		4,800	62,500	67,300	100%	67,300	Pay 2016	Exempt	-	C/I	1,346	4
3	12-31-25-11-0063	Beehive Partners	1812 1ST AVE	47,000	0	47,000	100%	47,000	Pay 2016	Rental	588	Rental	588	0
7	07-31-24-22-0086	222 LLC	222 MONROE ST	70,600	175,600	246,200	100%	246,200	Pay 2016	C/I	4,924	C/I Pref.	4,174	0
				553,800	806,200	1,360,000		**1,360,000**			**22,525**		**19,748**	

Note:

1. Base values are based City Assessor estimates for 2015/P2016 made on 2/2/2015.

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HRA South Central Business District

Anoka HRA
0

PROJECT INFORMATION (Project Tax Capacity)

Area/Phase	New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Total Sq. Ft./Units	Total Taxable Market Value	Property Tax Class	Project Tax Capacity	Project Tax Capacity/Unit	Percentage Completed 2015	Percentage Completed 2016	Percentage Completed 2017	Percentage Completed 2018	First Year Full Taxes Payable
1	Sr. Apt	125,000	125,000	70	8,750,000	Rental	109,375	1,563	100%	100%	100%	100%	2017
2	Single Family	225,000	208,010	1	208,010	Hmstd. Res.	2,080	2,080	100%	100%	100%	100%	2017
3	Town Homes	200,000	180,760	8	1,446,080	Hmstd. Res.	14,461	1,808	100%	100%	100%	100%	2017
4	Ramp	0	-	250	0	Exempt	0	-	100%	100%	100%	100%	2017
4	Commercial	150	150	15,000	2,250,000	C/I Pref.	44,250	3	100%	100%	100%	100%	2017
4	Town Homes	200,000	180,760	8	1,446,080	Hmstd. Res.	14,461	1,808	100%	100%	100%	100%	2017
0	Existing V. Land	47,000	47,000	1	47,000	Rental	588	588	100%	100%	100%	100%	2017
0	Existing Office	246,200	246,200	1	246,200	C/I Pref.	4,174	4,174	100%	100%	100%	100%	2017
TOTAL					**14,393,370**		**189,388**						
Subtotal Residential				**338**	**11,897,170**		**140,964**						
Subtotal Commercial/Ind.				**15,001**	**2,496,200**		**48,424**						

Note:
1. Market values are based upon estimates from City.

TAX CALCULATIONS

New Use	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
Sr. Apt	**109,375**	**0**	**109,375**	**121,489**	**0**	**0**	**18,603**	**140,093**	**2,001.33**
Single Family	**2,080**	**0**	**2,080**	**2,310**	**0**	**0**	**442**	**2,753**	**2,752.74**
Town Homes	**14,461**	**0**	**14,461**	**16,062**	**0**	**0**	**3,075**	**19,137**	**2,392.12**
Ramp	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**
Commercial	**44,250**	**14,903**	**29,347**	**32,597**	**24,088**	**22,497**	**4,784**	**83,965**	**5.60**
Town Homes	**14,461**	**0**	**14,461**	**16,062**	**0**	**0**	**3,075**	**19,137**	**2,392.12**
Existing V. Land	**588**	**0**	**588**	**653**	**0**	**0**	**100**	**752**	**752.50**
Existing Office	**4,174**	**1,406**	**2,768**	**3,075**	**2,272**	**2,122**	**523**	**7,992**	**7,992.44**
TOTAL	**189,388**	**16,309**	**173,079**	**192,249**	**26,360**	**24,619**	**30,602**	**273,830**	

Note:
1. Taxes and tax increment will vary signficantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.

WHAT IS EXCLUDED FROM TIF?

Total Property Taxes	**273,830**
less State-wide Taxes	**(24,619)**
less Fiscal Disp. Adj.	**(8,244)**
less Market Value Taxes	**(30,602)**
less Base Value Taxes	**(21,935)**
Annual Gross TIF	**188,430**

MARKET VALUE BUT / FOR ANALYSIS

Current Market Value - Est.	1,360,000
New Market Value - Est.	14,393,370
Difference	13,033,370
Present Value of Tax Increment	3,800,538
Difference	9,232,832
Value likely to occur without Tax Increment is less than:	**9,232,832**

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HRA South Central Business District
Anoka HRA
-

TAX INCREMENT CASH FLOW

% of OTC	Project Tax Capacity	Original Tax Capacity	Fiscal Disparities Incremental	Captured Tax Capacity	Local Tax Rate	Annual Gross Tax Increment	Semi-Annual Gross Tax Increment	State Auditor 0.36%	Admin. at 10%	Semi-Annual Net Tax Increment	Semi-Annual Present Value	PERIOD ENDING Yrs.	Tax Year	Payment Date
							-	-	-	-				02/01/16
							-	-	-	-				08/01/16
							-	-	-	-				02/01/17
100%	189,388	(19,748)	-	169,640	111.076%	188,430	94,215	(339)	(9,388)	84,488	78,824	0.5	2017	08/01/17
							94,215	(339)	(9,388)	84,488	156,292	1	2017	02/01/18
100%	192,892	(19,748)	-	173,144	111.076%	192,322	96,161	(346)	(9,581)	86,233	234,001	1.5	2018	08/01/18
							96,161	(346)	(9,581)	86,233	310,372	2	2018	02/01/19
100%	196,460	(19,748)	-	176,713	111.076%	196,285	98,143	(353)	(9,779)	88,010	386,978	2.5	2019	08/01/19
							98,143	(353)	(9,779)	88,010	462,265	3	2019	02/01/20
100%	200,095	(19,748)	-	180,347	111.076%	200,322	100,161	(361)	(9,980)	89,821	537,780	3.5	2020	08/01/20
							100,161	(361)	(9,980)	89,821	611,996	4	2020	02/01/21
100%	203,797	(19,748)	-	184,049	111.076%	204,434	102,217	(368)	(10,185)	91,664	686,433	4.5	2021	08/01/21
							102,217	(368)	(10,185)	91,664	759,589	5	2021	02/01/22
100%	207,567	(19,748)	-	187,819	111.076%	208,622	104,311	(376)	(10,394)	93,542	832,960	5.5	2022	08/01/22
							104,311	(376)	(10,394)	93,542	905,069	6	2022	02/01/23
100%	211,407	(19,748)	-	191,659	111.076%	212,887	106,444	(383)	(10,606)	95,454	977,387	6.5	2023	08/01/23
							106,444	(383)	(10,606)	95,454	1,048,461	7	2023	02/01/24
100%	215,318	(19,748)	-	195,570	111.076%	217,232	108,616	(391)	(10,822)	97,402	1,119,738	7.5	2024	08/01/24
							108,616	(391)	(10,822)	97,402	1,189,789	8	2024	02/01/25
100%	219,301	(19,748)	-	199,554	111.076%	221,656	110,828	(399)	(11,043)	99,386	1,260,038	8.5	2025	08/01/25
							110,828	(399)	(11,043)	99,386	1,329,078	9	2025	02/01/26
100%	223,358	(19,748)	-	203,611	111.076%	226,163	113,081	(407)	(11,267)	101,407	1,398,311	9.5	2026	08/01/26
							113,081	(407)	(11,267)	101,407	1,466,352	10	2026	02/01/27
100%	227,490	(19,748)	-	207,743	111.076%	230,752	115,376	(415)	(11,496)	103,465	1,534,581	10.5	2027	08/01/27
							115,376	(415)	(11,496)	103,465	1,601,636	11	2027	02/01/28
100%	231,699	(19,748)	-	211,951	111.076%	235,427	117,714	(424)	(11,729)	105,561	1,668,873	11.5	2028	08/01/28
							117,714	(424)	(11,729)	105,561	1,734,953	12	2028	02/01/29
100%	235,985	(19,748)	-	216,238	111.076%	240,188	120,094	(432)	(11,966)	107,696	1,801,211	12.5	2029	08/01/29
							120,094	(432)	(11,966)	107,696	1,866,329	13	2029	02/01/30
100%	240,351	(19,748)	-	220,603	111.076%	245,038	122,519	(441)	(12,208)	109,870	1,931,619	13.5	2030	08/01/30
							122,519	(441)	(12,208)	109,870	1,995,786	14	2030	02/01/31
100%	244,798	(19,748)	-	225,050	111.076%	249,977	124,988	(450)	(12,454)	112,084	2,060,120	14.5	2031	08/01/31
							124,988	(450)	(12,454)	112,084	2,123,348	15	2031	02/01/32
100%	249,326	(19,748)	-	229,579	111.076%	255,007	127,503	(459)	(12,704)	114,340	2,186,739	15.5	2032	08/01/32
							127,503	(459)	(12,704)	114,340	2,249,040	16	2032	02/01/33
100%	253,939	(19,748)	-	234,191	111.076%	260,130	130,065	(468)	(12,960)	116,637	2,311,499	16.5	2033	08/01/33
							130,065	(468)	(12,960)	116,637	2,372,885	17	2033	02/01/34
100%	258,637	(19,748)	-	238,889	111.076%	265,349	132,674	(478)	(13,220)	118,977	2,434,424	17.5	2034	08/01/34
							132,674	(478)	(13,220)	118,977	2,494,905	18	2034	02/01/35
100%	263,422	(19,748)	-	243,674	111.076%	270,663	135,332	(487)	(13,484)	121,360	2,555,537	18.5	2035	08/01/35
							135,332	(487)	(13,484)	121,360	2,615,126	19	2035	02/01/36
100%	268,295	(19,748)	-	248,547	111.076%	276,076	138,038	(497)	(13,754)	123,787	2,674,861	19.5	2036	08/01/36
							138,038	(497)	(13,754)	123,787	2,733,569	20	2036	02/01/37
100%	273,258	(19,748)	-	253,511	111.076%	281,590	140,795	(507)	(14,029)	126,259	2,792,419	20.5	2037	08/01/37
							140,795	(507)	(14,029)	126,259	2,850,257	21	2037	02/01/38
100%	278,314	(19,748)	-	258,566	111.076%	287,205	143,602	(517)	(14,309)	128,777	2,908,234	21.5	2038	08/01/38
							143,602	(517)	(14,309)	128,777	2,965,214	22	2038	02/01/39
100%	283,463	(19,748)	-	263,715	111.076%	292,924	146,462	(527)	(14,593)	131,341	3,022,328	22.5	2039	08/01/39
							146,462	(527)	(14,593)	131,341	3,078,461	23	2039	02/01/40
100%	288,707	(19,748)	-	268,959	111.076%	298,749	149,374	(538)	(14,884)	133,953	3,134,725	23.5	2040	08/01/40
							149,374	(538)	(14,884)	133,953	3,190,021	24	2040	02/01/41
100%	294,048	(19,748)	-	274,300	111.076%	304,681	152,341	(548)	(15,179)	136,613	3,245,446	24.5	2041	08/01/41
							152,341	(548)	(15,179)	136,613	3,299,917	25	2041	02/01/42
100%	299,488	(19,748)	-	279,740	111.076%	310,724	155,362	(559)	(15,480)	139,322	3,354,513	25.5	2042	08/01/42
							155,362	(559)	(15,480)	139,322	3,408,171	26	2042	02/01/43
	Total						**6,372,832**	**(22,942)**	**(634,989)**	**5,714,900**				
		Present Value From	**08/01/2015**	**Present Value Rate**		**3.50%**	**3,800,538**	**(13,682)**	**(378,686)**	**3,408,171**				

Appendix E

Minnesota Business Assistance Form
(Minnesota Department of Employment and Economic Development)

A Minnesota Business Assistance Form (MBAF) should be used to report and/or update each calendar year's activity by April 1 of the following year.

Please see the Minnesota Department of Employment and Economic Development (DEED) website at http://www.deed.state.mn.us/Community/subsidies/MBAFForm.htm for information and forms.

Appendix F

Redevelopment Qualifications for the District

Report of Inspection Procedures and Results for
Determining Qualifications of a
Tax Increment Financing District as a Redevelopment District

Anoka South Central Business Redevelopment TIF District
Anoka, MN

January 30, 2015

Prepared For the
City of Anoka

Prepared by:

LHB, Inc.
701 Washington Avenue North, Suite 200
Minneapolis, Minnesota 55401

LHB Project No. 150098

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PART 1 – EXECUTIVE SUMMARY

PURPOSE OF EVALUATION

LHB was hired by the City of Anoka to inspect and evaluate the properties within a Tax Increment Financing Redevelopment District ("TIF District") proposed to be established by the City. The proposed TIF District is located at the corner of Monroe Street and 1st Avenue, including portions of three city blocks (Diagram 1). The purpose of LHB's work is to determine whether the proposed TIF District meets the statutory requirements for coverage, and whether 6 buildings on 15 parcels, and 10 right of way parcels located within the proposed TIF District, meet the qualifications required for a Redevelopment District.

Diagram 1 – Proposed TIF District

SCOPE OF WORK

The proposed TIF District consists of fifteen (15) parcels with six (6) structures and ten (10) right of way parcels. Four (4) buildings were inspected on January 17, July 15, and July 24 of 2014. Letters of Finding were approved by Council Resolution on XX-XX-2014. One building was inspected and determined to not be substandard, and was subsequently demolished prior to the preparation of this report. The final building was not inspected because it did not appear to be substandard during the exterior field inspection. Building code and Condition Deficiency reports for the buildings that were inspected are located in Appendix B.

CONCLUSION

After inspecting and evaluating the properties within the proposed TIF District and applying current statutory criteria for a Redevelopment District under *Minnesota Statutes, Section 469.174, Subdivision 10*, it is our professional opinion that the proposed TIF District qualifies as a Redevelopment District because:

- The proposed TIF District has a coverage calculation of 83.64 percent which is above the 70 percent requirement.
- 66.7 percent of the buildings are structurally substandard which is above the 50 percent requirement.
- The substandard buildings are reasonably distributed throughout the geographic area of the proposed TIF District.

The remainder of this report describes our process and findings in detail.

PART 2 – MINNESOTA STATUTE 469.174, SUBDIVISION 10 REQUIREMENTS

The properties were inspected in accordance with the following requirements under *Minnesota Statutes, Section 469.174, Subdivision 10(c)*, which states:

INTERIOR INSPECTION

"The municipality may not make such determination [that the building is structurally substandard] without an interior inspection of the property..."

EXTERIOR INSPECTION AND OTHER MEANS

"An interior inspection of the property is not required, if the municipality finds that

(1) the municipality or authority is unable to gain access to the property after using its best efforts to obtain permission from the party that owns or controls the property; and

(2) the evidence otherwise supports a reasonable conclusion that the building is structurally substandard."

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DOCUMENTATION

"Written documentation of the findings and reasons why an interior inspection was not conducted must be made and retained under section 469.175, subdivision 3(1)."

QUALIFICATION REQUIREMENTS

Minnesota Statutes, Section 469.174, Subdivision 10 (a) (1) requires two tests for occupied parcels:

A. COVERAGE TEST

…"parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, or paved or gravel parking lots"

The coverage required by the parcel to be considered occupied is defined under *Minnesota Statutes, Section 469.174, Subdivision 10(e)*, which states: "For purposes of this subdivision, a parcel is not occupied by buildings, streets, utilities, or paved or gravel parking lots unless 15 percent of the area of the parcel contains building, streets, utilities, or paved or gravel parking lots."

B. CONDITION OF BUILDINGS TEST

…"and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance;"

1. Structurally substandard is defined under *Minnesota Statutes, Section 469.174, Subdivision 10(b)*, which states: "For purposes of this subdivision, 'structurally substandard' shall mean containing defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance."

    a. We do not count energy code deficiencies toward the thresholds required by *Minnesota Statutes, Section 469.174, Subdivision 10(b))* defined as "structurally substandard", due to concerns expressed by the State of Minnesota Court of Appeals in the *Walser Auto Sales, Inc. vs. City of Richfield* case filed November 13, 2001.

2. Buildings are not eligible to be considered structurally substandard unless they meet certain additional criteria, as set forth in Subdivision 10(c) which states:

    "A building is not structurally substandard if it is in compliance with the building code applicable to new buildings or could be modified to satisfy the building code at a cost of less than 15 percent of the cost of constructing a new structure of the same square footage and type on the site. The municipality may find that a building is not disqualified as structurally substandard under the preceding sentence on the basis of reasonably available evidence, such as the size, type, and age of the building, the average cost of plumbing, electrical, or structural repairs, or other similar reliable evidence."

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"Items of evidence that support such a conclusion [that the building is not disqualified] include recent fire or police inspections, on-site property appraisals or housing inspections, exterior evidence of deterioration, or other similar reliable evidence."

LHB counts energy code deficiencies toward the 15 percent code threshold required by *Minnesota Statutes, Section 469.174, Subdivision 10(c)*) for the following reasons:

- The Minnesota energy code is one of ten building code areas highlighted by the Minnesota Department of Labor and Industry website where minimum construction standards are required by law.
- The index page of the 2007 Minnesota Building Code lists the Minnesota Energy Code as a "Required Enforcement" area compared to an additional list of "Optional Enforcement" chapters.
- The Senior Building Code Representative for the Construction Codes and Licensing Division of the Minnesota Department of Labor and Industry confirmed that the Minnesota Energy Code is being enforced throughout the State of Minnesota.
- In a January 2002 report to the Minnesota Legislature, the Management Analysis Division of the Minnesota Department of Administration confirmed that the construction cost of new buildings complying with the Minnesota Energy Code is higher than buildings built prior to the enactment of the code.
- Proper TIF analysis requires a comparison between the replacement value of a new building built under current code standards with the repairs that would be necessary to bring the existing building up to current code standards. In order for an equal comparison to be made, all applicable code chapters should be applied to both scenarios. Since current construction estimating software automatically applies the construction cost of complying with the Minnesota Energy Code, energy code deficiencies should also be identified in the existing structures.

PART 3 – PROCEDURES FOLLOWED

LHB inspected 4 of the 6 buildings on January 17, July 15, and July 24 of 2014. Two (2) buildings were not inspected as they did not appear to be substandard during the exterior field inspection.

PART 4 – FINDINGS

A. COVERAGE TEST

1. The total square foot area of the parcel in the proposed TIF District was obtained from City records, GIS mapping and site verification.

2. The total square foot area of buildings and site improvements on the parcels in the proposed TIF District was obtained from City records, GIS mapping and site verification.

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3. The percentage of coverage for each parcel in the proposed TIF District was computed to determine if the 15 percent minimum requirement was met. The total square footage of parcels meeting the 15 percent requirement was divided into the total square footage of the entire district to determine if the 70 percent requirement was met.

FINDING:

The proposed TIF District met the coverage test under *Minnesota Statutes, Section 469.174, Subdivision 10(e)*, which resulted in parcels consisting of 83.64 percent of the area of the proposed TIF District being occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures (Diagram 2). This exceeds the 70 percent area coverage requirement for the proposed TIF District under *Minnesota Statutes, Section 469.174, Subdivision (a) (1)*.

Diagram 2 – Coverage Diagram

Shaded area depicts a parcel more than 15 percent occupied by buildings, streets, utilities, Paved or gravel parking lots or other similar structures

B. CONDITION OF BUILDING TEST

1. BUILDING INSPECTION

The first step in the evaluation process is the building inspection. After an initial walk-thru, the inspector makes a judgment whether or not a building "appears" to have enough defects or deficiencies of sufficient total significance to justify substantial renovation or clearance. If it does, the inspector documents with notes and photographs code and non-code deficiencies in the building.

2. REPLACEMENT COST

The second step in evaluating a building to determine if it is substandard to a degree requiring substantial renovation or clearance is to determine its replacement cost. This is the cost of constructing a new structure of the same square footage and type on site. Replacement costs were researched using R.S. Means Cost Works square foot models for 2014.

A replacement cost was calculated by first establishing building use (office, retail, residential, etc.), building construction type (wood, concrete, masonry, etc.), and building size to obtain the appropriate median replacement cost, which factors in the costs of construction in Anoka, Minnesota.

Replacement cost includes labor, materials, and the contractor's overhead and profit. Replacement costs do not include architectural fees, legal fees or other "soft" costs not directly related to construction activities. Replacement cost for each building is tabulated in Appendix A.

3. CODE DEFICIENCIES

The next step in evaluating a building is to determine what code deficiencies exist with respect to such building. Code deficiencies are those conditions for a building which are not in compliance with current building codes applicable to new buildings in the State of Minnesota.

Minnesota Statutes, Section 469.174, Subdivision 10(c), specifically provides that a building cannot be considered structurally substandard if its code deficiencies are not at least 15 percent of the replacement cost of the building. As a result, it was necessary to determine the extent of code deficiencies for each building in the proposed TIF District.

The evaluation was made by reviewing all available information with respect to such buildings contained in City Building Inspection records and making interior and exterior inspections of the buildings. LHB utilizes the current Minnesota State Building Code as the official code for our evaluations. The Minnesota State Building Code is actually a series of provisional codes written specifically for Minnesota only requirements, adoption of several international codes, and amendments to the adopted international codes.

After identifying the code deficiencies in each building, we used R.S. Means Cost Works 2014; Unit and Assembly Costs to determine the cost of correcting the identified deficiencies. We were then able to compare the correction costs with the replacement

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cost of each building to determine if the costs for correcting code deficiencies meet the required 15 percent threshold.

FINDING:
Four (4) out of six (6) buildings (66.7 percent) in the proposed TIF District contained code deficiencies exceeding the 15 percent threshold required by *Minnesota Statutes, Section 469.174, Subdivision 10(c).* Building Code, Condition Deficiency and Context Analysis reports for the buildings in the proposed TIF District can be found in Appendix B of this report.

4. SYSTEM CONDITION DEFICIENCIES

If a building meets the minimum code deficiency threshold under *Minnesota Statutes, Section 469.174, Subdivision 10(c),* then in order for such building to be "structurally substandard" under *Minnesota Statutes, Section 469.174, Subdivision 10(b)*, the building's defects or deficiencies should be of sufficient total significance to justify "substantial renovation or clearance." Based on this definition, LHB re-evaluated each of the buildings that met the code deficiency threshold under *Minnesota Statutes, Section 469.174, Subdivision 10(c),* to determine if the total deficiencies warranted "substantial renovation or clearance" based on the criteria we outlined above.

System condition deficiencies are a measurement of defects or substantial deterioration in site elements, structure, exterior envelope, mechanical and electrical components, fire protection and emergency systems, interior partitions, ceilings, floors and doors.

The evaluation of system condition deficiencies was made by reviewing all available information contained in City records, and making interior and exterior inspections of the buildings. LHB only identified system condition deficiencies that were visible upon our inspection of the building or contained in City records. We did not consider the amount of "service life" used up for a particular component unless it was an obvious part of that component's deficiencies.

After identifying the system condition deficiencies in each building, we used our professional judgment to determine if the list of defects or deficiencies is of sufficient total significance to justify "substantial renovation or clearance."

FINDING:
In our professional opinion, four (4) out of six (6) buildings (66.7 percent) in the proposed TIF District are structurally substandard to a degree requiring substantial renovation or clearance, because of defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance. This exceeds the 50 percent requirement of Subdivision 10a(1).

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C. DISTRIBUTION OF SUBSTANDARD STRUCTURES

Much of this report has focused on the condition of individual buildings as they relate to requirements identified by *Minnesota Statutes, Section 469.174, Subdivision 10*. It is also important to look at the distribution of substandard buildings throughout the geographic area of the proposed TIF District (Diagram 3).

FINDING:

The substandard buildings are reasonably distributed throughout the geographic area of the proposed TIF District.

Diagram 3 – Substandard Buildings
Shaded area depicts parcels with substandard buildings

PART 5 - TEAM CREDENTIALS

Michael A. Fischer, AIA, LEED AP - Project Principal/TIF Analyst

Michael has 28 years of experience as project principal, project manager, project designer and project architect on planning, urban design, educational, commercial and governmental projects. He has become an expert on Tax Increment Finance District analysis assisting over 100 cities with strategic planning for TIF Districts. He is a Senior Vice President at LHB and currently leads the Minneapolis office.

Michael completed a two-year Bush Fellowship, studying at MIT and Harvard in 1999, earning Masters degrees in City Planning and Real Estate Development from MIT. He has served on more than 50 committees, boards and community task forces, including a term as a City Council President and as Chair of a Metropolitan Planning Organization. Most recently, he served as Chair of the Edina, Minnesota planning commission. Michael has also managed and designed several award-winning architectural projects, and was one of four architects in the Country to receive the AIA Young Architects Citation in 1997.

Jonathan Pettigrew, AIA – Inspector

Jonathan Pettigrew has worked in architecture and construction for the last twenty years in Minnesota, California and Washington. His experience includes a variety of commercial and residential project types and scales, from single-family homes to a 300,000 square foot multi-building office complex. He has significant experience in code reviews and building systems inspections and analysis. Jonathan received his Minnesota architect's license in 2004. He brings a strong interest in sustainability and an eye for detail to his work. He enjoys working with clients, consultants and contractors to bring projects together successfully.

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APPENDICES

APPENDIX A	Property Condition Assessment Summary Sheet
APPENDIX B	Building Code and Condition Deficiencies Reports
APPENDIX C	Building Replacement Cost Reports Code Deficiency Cost Reports Photographs

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APPENDIX A

Property Condition Assessment Summary Sheet

Anoka South Central Business Redevelopment TIF District

Property Condition Assessment Summary Sheet

TIF Map No.	PID #	Owner	Property Address	Improved or Vacant	Survey Method Used	Site Area (S.F.)	Coverage Area of Improvements (S.F.)	Coverage Percent of Improvements	Coverage Quantity (S.F.)	No. of Buildings	Building Replacement Cost	15% of Replacement Cost	Building Code Deficiencies	No. of Buildings Exceeding 15% Criteria	No. of buildings determined substandard
1	123125110061	City of Anoka HRA	100 MONROE ST	Improved	Interior/Exterior	5,467	5,467	100.0%	5,467	1	$180,696	$27,104	$38,561	1	1
1A	NA		NA	Improved	Exterior	2,656	2,656	100.0%	2,656	0		$0		0	
2	123125110126	City of Anoka HRA	1833 2ND AVE	Improved	Exterior	53,544	45,239	84.5%	53,544	1	Note 1				0
2A	NA		NA	Improved	Exterior	21,819	21,819	100.0%	21,819	0		$0		0	
3	123125110063	Beehive Partners LLC	1812 1ST AVE	Vacant	Exterior	6,557	0	0.0%	0	0		$0		0	
4	123125110053	City of Anoka HRA	NA	Improved	Exterior	13,916	11,175	80.3%	13,916	0		$0		0	
4A	NA		NA	Improved	Exterior	3,419	3,419	100.0%	3,419	0		$0		0	
5	73124220088	City of Anoka HRA	210 MONROE ST	Improved	Interior/Exterior	10,032	4,440	44.3%	10,032	1	$300,698	$45,105	$81,140	1	1
5A	NA		NA	Improved	Exterior	1,952	1,952	100.0%	1,952	0		$0		0	
6	73124220087	School Dist. No. 11	NA	Improved	Exterior	13,102	9,945	75.9%	13,102	0		$0		0	
6A	NA		NA	Improved	Exterior	1,952	1,952	100.0%	1,952	0		$0		0	
7	73124220086	222 LLC	222 MONROE ST	Improved	Exterior	13,102	9,268	70.7%	13,102	1	Note 2				0
7A	NA		NA	Improved	Exterior	1,952	1,952	100.0%	1,952	0		$0		0	
8	123125110054	City of Anoka HRA	NA	Improved	Exterior	8,806	5,806	65.9%	8,806	0		$0		0	
9	123125110111	City of Anoka HRA	1814 2ND AVE	Vacant	Exterior	10,918	0	0.0%	0	0		$0		0	
9A	NA		NA	Improved	Exterior	3,761	3,761	100.0%	3,761	0		$0		0	
10	073124220105	City of Anoka	NA	Improved	Exterior	8,735	7,335	84.0%	8,735	0					
11	123125110055	Manning, Brian PE & Christine E	1806 2ND AVE	Improved	Interior/Exterior	10,918	4,620	42.3%	10,918	1	$335,954	$50,393	$99,525	1	1
11A	NA		NA	Improved	Exterior	2,024	2,024	100.0%	2,024	0		$0		0	
12	123125110112	City of Anoka HRA	1800 2ND AVE	Improved	Interior/Exterior	10,918	2,888	26.5%	10,918	1	$307,958	$46,194	$50,850	1	1
12A	NA		NA	Improved	Exterior	9,140	9,140	100.0%	9,140	0		$0		0	
13	073124220106	City of Anoka	NA	Improved	Exterior	17,469	14,543	83.3%	17,469	0		$0		0	
13A	NA		NA	Improved	Exterior	8,681	8,681	100.0%	8,681	0		$0		0	
14	73124220078	BT PROPS LLC	NA	Vacant	Exterior	13,101	0	0.0%	0	0		$0		0	
15	73124220077	BT PROPS LLC	NA	Vacant	Exterior	13,101	0	0.0%	0	0		$0		0	
TOTALS						**267,041**			**223,364**	**6**				**4**	**4**

Note 1: This building was previously determined to be not substandard. It has been demolished.

Note 2: This building did not appear to be substandard during our field inspection, so we did not complete further analysis.

Total Coverage Percent: 83.64%

Percent of buildings exceeding 15 percent code deficiency threshold: 66.7%

Percent of buildings determined substandard: 66.7%

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APPENDIX B

Building Code, Condition Deficiency and Context Analysis Reports

ANOKA MONROE STREET TIF ANALYSIS
CODE/CONDITION DEFICIENCY REPORT

January 28, 2014

Building Name: Pharmacy
Address & PID: 100 Monroe Street. PID 12-31-25-11-0061
Inspection Date(s) & Time(s): January 17, 2014, 1:30 PM
Inspection Type: Interior and Exterior
Summary of Deficiencies: It is our professional opinion that this building is **Substandard** because:
- Substantial renovation is required to correct Conditions found.
- Building Code deficiencies total more than 15% of replacement cost.

Estimated Replacement Cost:	**$ 180,696**
Estimated Cost to Correct Building Code Deficiencies:	**$ 38,561**
Percentage of Replacement Cost for Building Code Deficiencies:	**21.3%**

Description of Condition Deficiencies

Minnesota Statutes, Section 469.174, Subdivision 10, states that a building is Structurally Substandard if it contains "defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance."

A. Defects in Structural Elements

1. The roof leaks in several locations.

B. Combination of Deficiencies

1. Essential Utilities and Facilities
   a. The building lacks accessible restrooms.
   b. The building does not have an accessible entrance. Provide accessible parking stalls, signage, and path to the entry.
   c. Office doors lack handles and function meeting requirements for accessibility.
   d. The building lacks an accessible drinking fountain.
   e. The work area does not meet requirements for accessibility: counters are too high and adequate knee space is not provided at the sink.
   f. Electrical outlets at sinks should be GFCIs .

2. Light and Ventilation
   a. The restroom lacks a functioning ventilation system

3. Fire Protection/Adequate Egress
   a. Exit door lacks panic hardware.
   b. Threshold at door exceeds allowable 1/2".

4. Layout and Condition of Interior Partitions/Materials
   a. Walls are damaged with holes in drywall and significant unpatched openings.
   b. Portions of the wood baseboard trim are missing.
   c. Ceiling tiles are missing.
   d. Casework and fixtures have been removed.
   e. VCT floor in bathroom is not securely adhered to subfloor.

f. Carpeted areas show damage and wear and tear. Some carpet is partially rolled up while in other places pieces of carpet have been removed.
g. Plumbing removed leaving holes in the walls.
h. Electrical and low voltage wiring is lying loose on the floor in places .

5. Exterior Construction
   a. The roof has leaks.
   b. Some of the bricks near grade have eroded or spalled.
   c. Stucco soffits are cracked.
   d. Stucco at south downspouts is stained, indicating possible leakage or excessive splashing onto walls.

Overview of Condition Deficiencies

The former pharmacy at 100 Monroe Street in Anoka is a small, simple structure of CMU with a stucco finish and brick pilasters. The roof is of precast concrete planks. The building is in fair condition and would need significant remodeling to make it usable. All of the previous store's fixtures and cabinetry have been removed as well as the suspended ceiling. There are holes in the walls where fixtures are missing and where environmental test samples have been taken.

To make the building usable under current building codes an accessible toilet rooms and all the associated plumbing and fixtures would need to be installed.

In total, the defects and deficiencies in this building are of sufficient total significance to justify substantial renovation or clearance.

Description of Code Deficiencies

1. Building lacks accessible parking stalls, signage, and path to the entry.
2. Electrical outlets at sinks should be GFCIs .
3. The building's roof does not meet IBC requirements and should be replaced .
4. Building lacks required accessible restroom facilities.
5. Building lacks an accessible drinking fountain.
6. Interior and doors lack Code compliant hardware.
7. Thresholds at front doors exceed allowable 1/2".

Energy Code

In addition to the building code deficiencies, the existing building does not comply with the current energy code; however, these deficiencies are not included in the estimated costs to correct code deficiencies or listed as condition deficiencies.

- Building's exterior envelope (walls, roof and foundation walls/perimeter slab) does not have insulation with R-values needed to meet current energy code requirements.
- Building's heating and cooling are not as efficient as current energy code would require.

ANOKA MONROE STREET TIF ANALYSIS
CODE/CONDITION DEFICIENCY REPORT

January 28, 2014

Building Name:	**House converted to 4-plex**	
Address & PID:	**210 Monroe Street**	**PID 07-31-24-22-0088**
Inspection Date(s) & Time(s):	**January 17, 2014, 3:30PM**	
Inspection Type:	**Interior/Exterior**	

Summary of Deficiencies: It is our professional opinion that this building is **Substandard** because:
- Building Code deficiencies total more than 15% of replacement cost.
- Substantial renovation is required to correct Conditions found.

Estimated Replacement Cost:	**$**	**300,698**
Estimated Cost to Correct Building Code Deficiencies:	**$**	**81,140**
Percentage of Replacement Cost:		**27.0%**

Description of Condition Deficiencies

Minnesota Statutes, Section 469.174, Subdivision 10, states that a building is Structurally Substandard if it contains "defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance."

A. Defects in Structural Elements

1. First floor joists at the east side are cut down to approximately 2x4 bearing on a flat sill plate over windows with no header.

B. Combination of Deficiencies

1. Essential Utilities and Facilities
   a. Lack of combustion/make up air for water heater.
   b. Building lacks an accessible unit including bedroom, bathroom and kitchen as required per MN Code 1341.0950.
   c. Building lacks an accessible route to accessible unit.
   d. Electrical outlets at sinks and kitchen counters should be GFCIs.
   e. There are electrical outlets above electric baseboard heaters on the first floor in violation of the electrical code.
   f. Bedrooms and living rooms lack required AFCI protection.

2. Light and Ventilation
   a. Kitchen ranges need functional hood and exhaust.

3. Fire Protection/Adequate Egress
   a. Front door is not wide enough to meet egress requirements.
   b. Most of the doors and openings within units are less than the required 32" wide.
   c. Threshold at front doors exceeds allowable 1/2".
   d. Basement stair is too steep and lacks closed risers, a compliant hand rail and any guard.
   e. The north basement access from unit 1 is far too steep. It is essentially a ladder, and lacks required handrails and guards.

f. Stair to unit 3 is too steep with too low a handrail and winding treads that do not comply with Code. It also lacks required headroom.
g. Unit 3 stair handrail does not span continuously across window.
h. Unit 4 stair is too steep, the handrail is too low and does not span across the window in the stairway.
i. There are several apartments with rooms at different floor heights within them that do not comply with code requirements for stairs or thresholds.
j. Proper 1-hour fire-resistive construction between units is lacking.

4. Layout and Condition of Interior Partitions/Materials
   a. The current owner of the house is in the process of dismantling portions of the interior. Bathrooms and partitions have been removed.
   b. Sheet vinyl flooring in first floor units has been scorched by baseboard heaters.
   c. Sheet vinyl flooring in unit 2 is peeling at the transition to bathroom floor tile.
   d. There are holes in the carpeting in second floor units.
   e. There are holes in and widespread discoloration of the ceiling finishes in the second floor units indicating roof leaks. Rot of framing members is visible through the holes.
   f. Second floor window sills are only 6" above floor level. Window glazing should be tempered but is not.

5. Exterior Construction
   a. Some trim above windows is rotten.

Overview of Condition Deficiencies

The building at 210 Monroe is a single-family house that has been converted into a four-unit apartment building with two units on the first floor and two units on the upper floor. According to Anoka County property records, the house dates from 1877. It sits on a newer concrete block foundation. In general the building is in fair condition, but the remodeling done to create the apartments greatly impairs the otherwise good architectural character. The layouts of the apartments are not code-compliant for required egress and the units lack required fire separation between them.

Major work is currently being done in the building in preparation for its intended moving to another site. Partitions, finishes and casework have been removed. One of the apartments' bathrooms has been completely gutted. The second floor ceilings show signs of widespread leaks.

In total, the defects and deficiencies in this building are of sufficient total significance to justify substantial renovation or clearance.

Description of Code Deficiencies

1. Building lacks an accessible unit including bedroom, bathroom and kitchen as required.
2. Building lacks an accessible route to accessible unit.
3. Electrical outlets at sinks and kitchen counters should be GFCIs.
4. There are electrical outlets above electric baseboard heaters on the first floor in violation of the electrical code.
5. Bedrooms and living rooms lack required AFCI protection.
6. All stairs are non-compliant.
7. Floor transitions within apartments 2, 2b, 3 and 4 do not comply with Code.
8. Front door is not wide enough to meet egress requirements.
9. Most of the doors and openings within units are less than the required 32" wide.
10. Threshold at front doors exceeds allowable 1/2".
11. Proper 1-hour fire-resistive construction between units is lacking.
12. Second floor window sills are only 6" above floor level. Window glazing should be tempered but is not.

Energy Code

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether or not the building is substandard:

- Building's walls seem to lack adequate insulation to meet code.
- Building's roof likely lacks required insulation to meet code.

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Anoka HRA Second Avenue Letter of Finding TIF Analysis

Building Code and Condition Deficiency Report

5 October 2014

Building Name:	2-unit apartment building		
Address:	1806/08 2nd Avenue	PID:	12-31-25-11-0055
Inspection Date(s) & Time(s):	24 July 2014, 12:00 PM		
Inspection Type:	Interior/Exterior		

Summary of Deficiencies: It is our professional opinion that this building is Substandard because:
- Building Code deficiencies total more than 15% of replacement cost.
- Substantial renovation is required to correct Conditions found.

Estimated Replacement Cost:	$335,954
Estimated Cost to Correct Building Code Deficiencies:	$ 99,525
Percentage of Replacement Cost:	29.6%

Description of Condition Deficiencies

Minnesota Statutes, Section 469.174, Subdivision 10, states that a building is Structurally Substandard if it contains "defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance."

A. Defects in Structural Elements

1. Foundation is composed of brick, unexcavated stone and earth covered with concrete and wood retaining walls. The brick walls are cracked and uneven; the wood shows decay.
2. Significant cracks in foundation masonry may indicate differential settlement of the building.
3. Posts are a combination of dimensional lumber, solid-sawn wood, unfinished logs and steel floor jacks. Footings are inadequate or missing at most post locations.
4. 1st Floor structure varies greatly with portions being 2x4 joists at 16" o.c., other areas being 2x6 joists at 36" o.c. with flat 2x4 cross members and some areas with 4" diameter logs. In general, the floor structure is inadequate as shown by the many posts that have been added.
5. Portions of the first floor structure and decking are badly rotted.
6. Basement was observed to be moist.

B. Combination of Deficiencies

1. Essential Utilities and Facilities
   a. Lack of combustion/make up air for water heaters.
   b. Lack of combustion/make up air for furnace.
   c. Portions of ductwork in basement are flexible and lack required supports.
   d. Inadequate number of GFCIs at kitchen counters.
   e. Bedrooms and living rooms lack required AFCI protection.
   f. The basement (where the laundry for 1808 is located) lacks required headroom.
   g. 1808 west bedroom ceiling height is less than Code minimum.

2. Light and Ventilation
   a. Kitchen ranges need functional hood and exhaust.
   b. Light switch for basement laundry room is located on ceiling inside room.

3. Fire Protection/Adequate Egress
   a. 1808 stoop has excessive variation in riser height.
   b. Front door is not wide enough to meet egress requirements.
   c. Most of the doors and openings within units are less than the required 32" wide.
   d. Heights of openings between rooms are less than required 80".
   e. Threshold at front doors exceeds allowable 1/2".
   f. Landing at top of basement stair (recessed into 1st floor) is non-compliant for required clearances at door.
   g. Basement stair is too steep and lacks closed risers, a compliant hand rail and any guard.
   h. Stair to upper unit (1808) is not code-compliant for width, riser and tread dimensions, headroom and railings.
   a. South exterior stair to upper unit (1808) is not code-compliant for width, riser and tread dimensions, railings, guard and landings. Risers are open and have variation in height exceeding that allowed by Code.
   i. Excessively high step down from 2nd floor level to exterior stair landing.
   j. Excessive variation in riser height of steps into 1808 west bedroom.
   k. Proper 1-hour fire-resistive construction between units is lacking.
   l. 1806 smoke detectors were not installed.
   m. 1806 windows in northeast and northwest bedrooms do not provide minimum 5.7 sq ft opening for egress.

4. Layout and Condition of Interior Partitions/Materials
   a. Unsecured wiring hanging along wall and ceiling.
   b. Ceiling of Entry vestibule at 1808 shows moisture damage.
   c. 1808 bathroom walls show moisture damage.
   d. 1808 acoustic ceiling tiles are sagging.
   e. 1808 entry ceiling light is not securely mounted.

5. Exterior Construction
   a. Stucco shows significant cracks and bubbles (areas of delamination from substrate).
   b. Some trim above and around windows is rotten.
   c. Plywood siding of east addition has large areas of peeling paint.
   d. Garage siding/cementitious shingles show widespread cracks, chips and damage.

Overview of Condition Deficiencies

The building at 1806/08 2nd Avenue is a 2-unit apartment building with one unit on the first floor and one unit on the upper floor. According to Anoka County property records, the house dates from 1900. The apartments are not code-compliant for required egress and the units lack required fire separation between them.

The foundation is a jumble of materials and building methods and shows signs of settlement and distress.

In total, the defects and deficiencies in this building are of sufficient total significance to justify substantial renovation or clearance.

Description of Code Deficiencies

1. Lack of combustion/make up air for water heaters.
2. Lack of combustion/make up air for furnace.
3. Electrical outlets at sinks and kitchen counters should be GFCIs.
4. Bedrooms and living rooms lack required AFCI protection.
5. The basement (where the laundry for 1808 is located) lacks required headroom.
6. 1808 west bedroom ceiling height is less than Code minimum.

7. Kitchen ranges need functional hood and exhaust.
8. All stairs are non-compliant.
9. Floor transitions within apartment 1808 do not comply with Code.
10. Front door is not wide enough to meet egress requirements.
11. Most of the doors and openings within units are less than the required 32" wide.
12. Threshold at front doors exceeds allowable 1/2".
13. Proper 1-hour fire-resistive construction between units is lacking.
14. 1806 windows in northeast and northwest bedrooms do not provide minimum 5.7 sq ft opening for egress.

Energy Code

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether or not the building is substandard:

- Building's walls seem to lack adequate insulation to meet code.
- Building's roof/attic likely lacks required insulation to meet code.

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Anoka HRA Second Avenue Letter of Finding TIF Analysis

Building Code and Condition Deficiency Report

5 October 2014

Building Name:	3-Unit Apartment Building		
Address:	1800 2nd Avenue	PID:	12-31-25-11-0112
Inspection Date(s) & Time(s):	15 July 2014, 9:00 AM 4 August 2014, 3:45 PM		
Inspection Type:	Interior/Exterior		

Summary of Deficiencies: It is our professional opinion that this building is **Substandard** because:
- Building Code deficiencies total more than 15% of replacement cost.
- Substantial renovation is required to correct Conditions found.

Estimated Replacement Cost:	$307,958
Estimated Cost to Correct Building Code Deficiencies:	$ 50,850
Percentage of Replacement Cost:	16.5%

Description of Condition Deficiencies

Minnesota Statutes, Section 469.174, Subdivision 10, states that a building is Structurally Substandard if it contains "defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance."

Defects in Structural Elements

1. 1st floor structure as visible in the basement (2x6s @ 18" o.c.) is undersized per Code.
2. Basement stair opening through 1st floor lacks headers.

Combination of Deficiencies

1. Essential Utilities and Facilities
   a. Bedrooms and living rooms lack required AFCI protection.
   b. 2nd Floor bathroom has inadequate clearance at toilet per Code.
   c. 2nd Floor kitchen lacks required GFCIs at sink and counter.

2. Light and Ventilation
   a. Kitchen ranges need functional hood and exhaust.
   b. Bathrooms lack functioning exhaust fans.

3. Fire Protection/Adequate Egress
   a. Front and rear stoops have excessive variation in riser height and tread depth.
   b. Upper unit entry vestibule is not wide enough to meet egress requirements.
   c. Most of the doors and openings within units are less than the required 32" wide.
   d. Thresholds at exterior doors exceed allowable 1/2".
   e. Basement stair is too steep and lacks closed risers, a compliant hand rail and any guard.

f. Stair to upper unit is not code-compliant for width, riser and tread dimensions, headroom and railings. Landing dimensions are inadequate.
g. Step into basement unit is too high,
h. Windows in basement level unit are too small to provide required egress.
i. Proper 1-hour fire-resistive construction between units is lacking.
j. Smoke detectors were not functional or not in place.

4. Layout and Condition of Interior Partitions/Materials
   a. Unsecured wiring hanging along wall and ceiling in basement.
   b. Ceiling tiles in upper unit stairway are damaged.
   c. Ceiling tiles in upper unit are buckled.
   d. Window frames at 1st floor west (former porch) are damaged by being secured with screws through sashes.

5. Exterior Construction
   a. Stucco shows significant cracks.
   b. Gutters are clogged and are full of growing plants.
   c. Some trim above and around windows is rotten.
   d. East basement window frame is broken.

Overview of Condition Deficiencies

The building at 1800 2nd Avenue is a single-family house converted to a 3-unit apartment building with one unit on each floor including the basement. According to Anoka County property records, the house dates from 1889. The apartments are not code-compliant for required egress and the units lack required fire separation between them.

In total, the defects and deficiencies in this building are of sufficient total significance to justify substantial renovation or clearance.

Description of Code Deficiencies

1. 1st floor structure as visible in the basement (2x6s @ 18" o.c.) is undersized per Code.
2. Bedrooms and living rooms lack required AFCI protection.
3. 2nd Floor bathroom has inadequate clearance at toilet per Code.
4. 2nd Floor bathroom and kitchen lack required GFCIs at sink and counter.
5. Kitchen ranges need functional hoods and exhausts.
6. All stairs are non-compliant.
7. Front entry vestibule is not wide enough to meet egress requirements.
8. Most of the doors and openings within units are less than the required 32" wide.
9. Threshold at exterior doors exceeds allowable 1/2".
10. Step into basement unit is too high,
11. Windows in basement level unit are too small to provide required egress.
12. Proper 1-hour fire-resistive construction between units is lacking.
13. Smoke detectors were not functional or not in place.

Energy Code

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether or not the building is substandard:

- Building's walls seem to lack adequate insulation to meet code.
- Building's roof/attic likely lacks required insulation to meet code.

APPENDIX C

Building Replacement Cost Reports
Code Deficiency Cost Reports
Photographs

Square Foot Cost Estimate Report

Estimate Name:	**Anoka pharmacy**
	100 Monroe , Anoka , MN , 55303
Building Type:	**Pharmacy (Store, Convenience) with Stucco on Concrete Block / Bearing Walls**
Location:	**MINNEAPOLIS, MN**
Story Count:	**1**
Story Height (L.F.):	**10**
Floor Area (S.F.):	**1,595**
Labor Type:	**OPN**
Basement Included:	**No**
Data Release:	**Year 2014**
Cost Per Square Foot:	**$113.29**
Building Cost:	**$180,696**

Costs are derived from a building model with basic components.

Scope differences and market conditions can cause costs to vary significantly.

		% of Total	Cost Per S.F.	Cost
A Substructure		**14.64%**	**$16.59**	**$ 26,461**
A1010	**Standard Foundations**		**$3.42**	**$5,455**
	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6			
A1030	**Slab on Grade**		**$5.33**	**$8,501**
	Slab on grade, 4" thick, non industrial, reinforced			
A2010	**Basement Excavation**		**$0.63**	**$1,005**
	Excavate and fill, 4000 SF, 4' deep, sand, gravel, or common earth, on			
A2020	**Basement Walls**		**$7.21**	**$11,500**
	Foundation wall, CIP, 4' wall height, direct chute, .099 CY/LF, 4.8 PLF, 8"			
B Shell		**35.35%**	**$40.05**	**$ 63,880**
B1020	**Roof Construction**		**$12.00**	**$19,140**
	8" hollow core precast plank			
B2010	**Exterior Walls**		**$13.17**	**$21,006**
	Cement stucco, 5/8" thick, 2 coats on regular CMU, 8" x 8"x 16"			
B2020	**Exterior Windows**		**$4.01**	**$6,396**
	Windows, aluminum, sliding, standard glass, 5' x 3'			
B2030	**Exterior Doors**		**$2.72**	**$4,338**
	Door, aluminum & glass, with transom, narrow stile, double door,			
B3010	**Roof Coverings**		**$8.15**	**$12,999**
	Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt,			
	Insulation, rigid, roof deck, composite with 2" EPS, 1" perlite			
	Roof edges, aluminum, duranodic, .050" thick, 6" face			
	Gravel stop, aluminum, extruded, 4", mill finish, .050" thick			
C Interiors		**12.69%**	**$14.38**	**$ 22,936**
C1010	**Partitions**		**$1.20**	**$1,914**
	Wood partition, 5/8"fire rated gypsum board face, none base,2 x 4,@			
C1020	**Interior Doors**		**$1.20**	**$1,914**
	Door, single leaf, wood frame, 3'-0" x 7'-0" x 1-3/8", birch, solid core			
C3010	**Wall Finishes**		**$3.45**	**$5,503**
	Painting, interior on plaster and drywall, walls & ceilings, roller work,			
	Vinyl wall covering, fabric back, medium weight			

C3020	**Floor Finishes**		**$4.45**	**$7,098**
	Carpet, tufted, nylon, roll goods, 12' wide, 36 oz			
	Vinyl, composition tile, maximum			
C3030	**Ceiling Finishes**		**$4.08**	**$6,508**
	Acoustic ceilings, 3/4" fiberglass board, 24" x 24" tile, tee grid,			
D Services		**28.22%**	**$31.97**	**$ 50,992**
D2010	**Plumbing Fixtures**		**$4.39**	**$7,002**
	Water closet, vitreous china, bowl only with flush valve, wall hung			
	Lavatory w/trim, vanity top, vitreous china, 20" x 16"			
	Service sink w/trim, PE on CI,wall hung w/rim guard, 22" x 18"			
D2020	**Domestic Water Distribution**		**$1.25**	**$1,994**
	Gas fired water heater, residential, 100< F rise, 30 gal tank, 32 GPH			
D3050	**Terminal & Package Units**		**$7.84**	**$12,505**
	Rooftop, single zone, air conditioner, food supermarkets, 5,000 SF, 14.17			
D5010	**Electrical Service/Distribution**		**$3.13**	**$4,992**
	Overhead service installation, includes breakers, metering, 20' conduit &			
	Feeder installation 600 V, including RGS conduit and XHHW wire, 400 A			
	Switchgear installation, incl switchboard, panels & circuit breaker,			
D5020	**Lighting and Branch Wiring**		**$10.34**	**$16,492**
	Receptacles incl plate, box, conduit, wire, 10 per 1000 SF, 1.2 watts per			
	Miscellaneous power, 1 watt			
	Central air conditioning power, 3 watts			
	Fluorescent fixtures recess mounted in ceiling, 0.8 watt per SF, 20 FC, 5			
D5030	**Communications and Security**		**$5.02**	**$8,007**
	Communication and alarm systems, fire detection, addressable, 25			
	Fire alarm command center, addressable without voice, excl. wire &			
D5090	**Other Electrical Systems**		**$0.00**	**$0**
	Generator sets, w/battery, charger, muffler and transfer switch,			
E Equipment & Furnishings		**0.00%**	**$0.00**	**$ -**
E1090	**Other Equipment**		**0**	**0**
F Special Construction		**0%**	**0**	**0**
G Building Sitework		**0%**	**0**	**0**

SubTotal	**100%**	**$102.99**	**$164,269**
Contractor Fees (General Conditions,Overhead,Profit)	**10.0%**	**$10.30**	**$16,427**
Architectural Fees		**$0.00**	**$0.00**
User Fees		**$0.00**	**$0.00**
Total Building Cost		**$113.29**	**$180,696**

Anoka, Minnesota Proposed TIF: Pharmacy
Project No. 14032.00
Parcel 12-31-25-11-0061

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Accessibility Items					
	Replace toilet to provide handicap accessibility				
	Build new acccessible toilet room w/ compliant number of accessories and fixtures				
	Remove existing toilet room	$ 2,500.00	Lump	1	$ 2,500.00
	water closets	$ 2,500.00	each	1	$ 2,500.00
	lavatories	$ 1,750.00	each	1	$ 1,750.00
	1 set of grab bars	$ 300.00	each	1	$ 300.00
	1 set toilet room accessories	$ 300.00	each	1	$ 300.00
	Interior room reconstruction (doors, partitions,finishes)	$ 60.00	SF	120	$ 7,200.00
	new door and frame 6'-8"x3'-0"	$ 1,000.00	Each	1	$ 1,000.00
	Reinstall toilet Room Ventilation System	$ 500.00	each	1	$ 500.00
	Provide 2 handicapped parking spaces				
	Add striping at main entry door and existing parking area	$ 50.00	ea	2	$ 100.00
	Parking requires signage MN 1341.0428	$ 150.00	ea	2	$ 300.00
	Provide accessible drinking fountain	$ 800.00	ea	1	$ 800.00
	Provide accessible work surface and sink	$ 2,000.00	ea	1	$ 2,000.00
	Provide accessible office door - remove sliding doors and replace with swing doors				
	new door and frame 6'-8"x3'-0"	$ 1,000.00	Each	2	$ 2,000.00
	patch and repair finishes	$ 400.00	Lump	1	$ 400.00
Exiting					
	Provide electric illuminated exit signs and emergency lighting	$ 400.00	Each	2	$ 800.00
	MN 1003.2.10 and 1003.2.11				
Fire Protection					
		$ 800.00	each	2	$ 1,600.00
Exterior Construction					
	Provide code compliant exterior wall covering				
	Repoint brick joints (20%)	$ 3.75	SF	200	$ 750.00
	replace spalled bricks near grade	$ 400.00	Lump	1	$ 400.00
Roof Construction					
	Remove and replace roof: fill holes, provide adequate ventilation				
	MN1305.1507.10.1 to 1305.1507.15.1				
	Remove existing roof	$ 0.75	SF	1,595	$ 1,196.25
	Install new roofing system	$ 7.00	SF	1,595	$ 11,165.00
Mechanical- Electrical					
	Provide GFCI protected receptacles at bathroom and service sinks	$ 250.00	each	4	$ 1,000.00
		Total Code Improvements			**$ 38,561**

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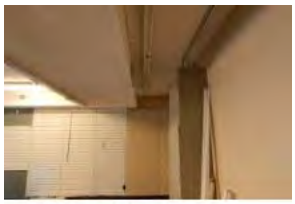
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Square Foot Cost Estimate Report

Estimate Name:	**Anoka 4-plex**
	210 Monroe Street, Anoka, MN
Building Type:	**Apartment, 1-3 Story with Wood Siding / Wood Frame**
Location:	**MINNEAPOLIS, MN**
Story Count:	**1**
Story Height (L.F.):	**9**
Floor Area (S.F.):	**2200**
Labor Type:	**STD**
Basement Included:	**No**
Data Release:	**Year 2014**
Cost Per Square Foot:	**$145.43**
Building Cost:	**$300,698**

Costs are derived from a building model with basic components.

Scope differences and market conditions can cause costs to vary significantly.

		% of Total	Cost Per S.F.	Cost
A Substructure		**9.31%**	**$12.73**	**$28,006**
A1010	**Standard Foundations**		**$3.41**	**$7,502**
	Strip footing, concrete, reinforced, load 14.8 KLF, soil bearing capacity 6			
A1030	**Slab on Grade**		**$2.73**	**$6,006**
	Slab on grade, 4" thick, non industrial, reinforced			
A2010	**Basement Excavation**		**$2.05**	$4,510
	Excavate and fill, 10,000 SF, 8' deep, sand, gravel, or common earth, on			
A2020	**Basement Walls**		**$4.54**	$9,988
	Foundation wall, CIP, 8' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12"			
B Shell		**30.71%**	**$41.98**	**$92,356**
B1010	**Floor Construction**		**$9.00**	**$19,800**
	Floor, wood joist, 2 x 10 @16" O.C., 1/2" CDX subfloor			
B1020	**Roof Construction**		**$3.41**	**$7,502**
	Wood roof, truss, 4/12 slope, 24" O.C., 30' to 43' span			
B2010	**Exterior Walls**		**$12.00**	**$26,400**
	Wood siding, 2"x6" studs 16"OC, insulated wall, 1" x 5" rabbetted cedar			
B2020	**Exterior Windows**		**$9.87**	**$21,714**
	Windows, aluminum, sliding, standard glass, 5' x 3'			
B2030	**Exterior Doors**		**$1.00**	**$2,200**
	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-6" x 7'-			
B3010	**Roof Coverings**		**$6.70**	**$14,740**
	Asphalt roofing, strip shingles, premium laminated, multi-layered, Class A,			
	Flashing, aluminum, no backing sides, .019"			
C Interiors		**19.63%**	**$26.83**	**$59,026**
C1010	**Partitions**		**$6.00**	**$13,200**
	Wood partition, 5/8" fire rated gypsum board face, 1/4"sound deadening			
	1/2" fire rated gypsum board, taped & finished, painted on metal furring			
C1020	**Interior Doors**		**$4.53**	**$9,966**
	Door, single leaf, wood frame, 3'-0" x 7'-0" x 1-3/8", birch, hollow core			
C1030	**Fittings**		**$2.70**	**$5,940**
	Cabinets, residential, wall, two doors x 48" wide			

C2010	**Stair Construction**		$1.10	$2,420
	Stairs, wood, prefab box type, oak treads, wood rails 3'-6" wide, 14 risers			
C3010	**Wall Finishes**		$2.50	$5,500
	Painting, interior on plaster and drywall, walls & ceilings, roller work,			
	Ceramic tile, thin set, 4-1/4" x 4-1/4"			
C3020	**Floor Finishes**		$5.45	$11,990
	Carpet tile, nylon, fusion bonded, 18" x 18" or 24" x 24", 24 oz			
	Carpet, padding, add to above, minimum			
	Vinyl, composition tile, minimum			
C3030	**Ceiling Finishes**		$4.55	$10,010
	Gypsum board ceilings, 1/2" fire rated gypsum board, painted and			
D Services		**30.41%**	**$50.32**	**$91,454**
D2010	**Plumbing Fixtures**		$12.00	$26,400
	Kitchen sink w/trim, countertop, PE on CI, 24" x 21", single bowl			
	Laundry sink w/trim, PE on CI, black iron frame, 24" x 20", single compt			
	Bathroom, three fixture, 2 wall plumbing, lavatory, water closet &			
D2020	**Domestic Water Distribution**		$4.77	$10,494
	Gas fired water heater, residential, 100< F rise, 30 gal tank, 32 GPH			
D3010	**Heating System**		$7.50	$16,500
	Apartment building heating system, fin tube radiation, forced hot water,			
D3030	**Cooling Generating Systems**		$0.80	$1,760
	Through-wall A/C units			
D4010	**Sprinklers**			$0
	Wet pipe sprinkler systems, steel, light hazard, 1 floor, 5000 SF			
D5010	**Electrical Service/Distribution**		$16.50	$36,300
	Service installation, includes breakers, metering, 20' conduit & wire, 3			
D5020	**Lighting and Branch Wiring**		$8.25	$18,150
	Receptacles incl plate, box, conduit, wire, 10 per 1000 SF, 1.2 watts per			
	Wall switches, 2.5 per 1000 SF			
	Miscellaneous power, 2 watts			
	Incandescent fixtures recess mounted, type A, 1 watt per SF, 8 FC, 6			
D5030	**Communications and Security**		$0.50	$1,100
	Internet wiring, 2 data/voice outlets per 1000 S.F.			
E Equipment & Furnishings		**0.26%**	**$0.35**	**$770**
E1090	**Other Equipment - smoke detectors**		$0.35	$770
	6.00-Detection Systems, heat detector, smoke detector, ceiling type, excl.			
F Special Construction		**0%**	**0**	**0**
G Building Sitework		**0%**	**0**	**0**

SubTotal	**100%**	**$132.21**	**$271,612**
Contractor Fees (General Conditions,Overhead,Profit)	**10.0%**	**$13.22**	**$29,086**
Architectural Fees	**0.00%**	**$0.00**	**$0**
User Fees	**0.00%**	**$0.00**	**$0**
Total Building Cost		**$145.43**	**$300,698**

Anoka, Minnesota Proposed TIF: 210 Monroe Street
Project No. 140032.00
Parcel 07-31-24-22-0088

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
	Acccessibility Items				
	Provide 1 handicapped parking space				
	Add striping at main entry door and existing bituminous parking area	$ 50.00	lump	1.00	$ 50.00
	Parking requires signage MN 1341.0428	$ 150.00	lump	1.00	$ 150.00
	Provide 1 accessible unit on an accessible route				
	Add striping at main entry door and existing bituminous parking area	$ 50.00	lump	1.00	$ 50.00
	Parking requires signage MN 1341.0428	$ 150.00	lump	1.00	$ 150.00
	install new accessible sized entry door and hardware	$ 850.00	Each	1	$ 850.00
	provide ramp to reduce threshold to max 1/2"	$ 600.00	Lump	1	$ 600.00
	Provide new stairs (assume 4 risers/stair)	$ 350.00	Riser	4	$ 1,400.00
	Provide new railings at 14 feet per stair	$ 50.00	Foot	14	$ 700.00
	Provide new ramp - 32 feet	$ 50.00	Foot	32	$ 1,600.00
	railings at new ramp 64 feet	$ 50.00	Foot	64	$ 3,200.00
	enlarge batroom door to 36' wide	$ 800.00	Each	1	$ 800.00
	revise bathroom layout to provide required clearances: framing, finish	$ 60.00	SF	80	$ 4,800.00
	new plumbing fixtures	$ 2,500.00	each	1	$ 2,500.00
	1 set of grab bars	$ 300.00	each	1	$ 300.00
	demo existing walls	$ 2,500.00	lump	1	$ 2,500.00
	provide compliant kitchen cabinets	$ 70.00	LF	10	$ 700.00
	provide laundry facilities in unit	$ 2,900.00	lump	1	$ 2,900.00
	MN 1341.0920 - Add visual alarms in accessible units includes cutting and patching of wall/ceiling areas	$ 380.00	each	1	$ 380.00
	Exiting				
	Basement stair - risers too high and open				
	Remove existing wood stairs	$ 400.00	Each	1	$ 400.00
	Replace stair	$ 250.00	Riser	14	$ 3,500.00
	Provide new railing and guard at 14 feet per stair	$ 50.00	Foot	14	$ 700.00
	Units 3 and 4 stairs				
	Remove existing wood stairs	$ 600.00	Each	2	$ 1,200.00
	Replace stair	$ 250.00	Riser	32	$ 8,000.00
	replace rail with one including required extensions	$ 40.00	Foot	60	$ 2,400.00
	install tempered glass in window at landing	$ 250.00	lump	2	$ 500.00
	Widen hallways within units to 36" code minimum (3 cases)				
	remove wall shared with bedroom	$ 10.00	SF	36	$ 360.00
	new wall construction	$ 60.00	SF	36	$ 2,160.00
	revise electrical in changed walls	$ 250.00	lump	3	$ 750.00
	patch and paint ceilings after item above	$ 400.00	Each	3	$ 1,200.00
	Remove existing door and enlarge opening	$ 120.00	Each	3	$ 360.00
	install new accessible sized door and hardware	$ 800.00	Each	3	$ 2,400.00
	Fire Protection				
	Add one layer of 5/8" gyp bd to ea side of demising walls and clgs	$ 8.30	SF	1,400	$ 11,620.00
	extend fire separation to roof deck	$ 10.50	SF	70	$ 735.00
	patch and paint ceilings after item above	$ 400.00	Each	4	$ 1,600.00
	Fire alarms				
	Install smoke detectors at bedrooms, main floor and basement	$ 225.00	ea	4	$ 900.00
	Install CO detector outside bedrooms	$ 225.00	ea	1	$ 225.00
	Exterior Construction				
	Roof Construction				
	Remove and reinstall roof providing adequate ventilation MN1305.1507.10.1 to 1305.1507.15.1				

Anoka, Minnesota Proposed TIF: 210 Monroe Street
Project No. 140032.00
Parcel 07-31-24-22-0088

Code	Related Cost Items	Unit Cost	Units	Unit Quantity		Total
	Remove existing roof	$0.75	SF	1,200	$	900.00
	Install new roofing system	$5.00	SF	1,200	$	6,000.00
	Add additional wood blocking	$5.00	LF	120	$	600.00
	Mechanical- Electrical					
	Provide ventilation hood at ranges	$ 750.00	lump	4	$	3,000.00
	Relocate outlets away from electric baseboard heaters	$ 250.00	each	4	$	1,000.00
	Provide arc fault protection for bedroom and living room outlets	$ 250.00	each	8	$	2,000.00
	Provide GFI protected receptacles at sink locations					
	Kitchen	$ 250.00	each	16	$	4,000.00
	bathrooms	$ 250.00	each	4	$	1,000.00
		Total Code Improvements			**$**	**81,140.00**

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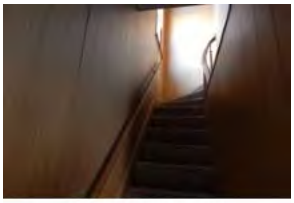
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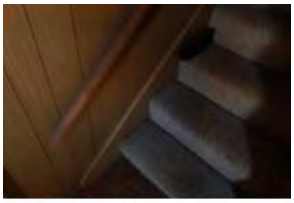
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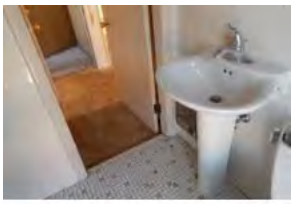
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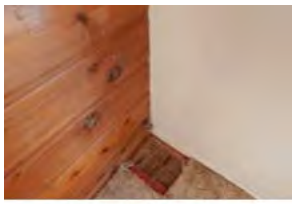
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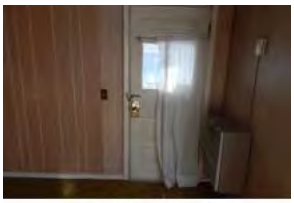
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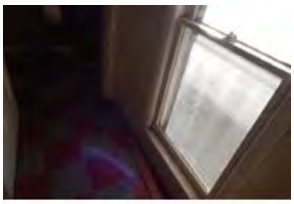
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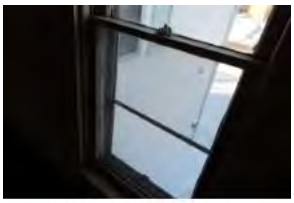
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Anoka HRA Second Avenue Letter of Finding TIF Analysis

Building Replacement Cost Report

Estimate Name:	**Anoka 2-unit apartment building** 1806/08 - 2nd Avenue, Anoka, MN
Building Type:	**Apartment, 1-3 Story with Stucco / Wood Frame**
Location:	**MINNEAPOLIS, MN**
Story Count:	**2**
Story Height (L.F.):	**9**
Floor Area (S.F.):	**2400**
Labor Type:	**STD**
Basement Included:	**No**
Data Release:	**Year 2014**
Cost Per Square Foot:	**$148.73**
Building Cost:	**$335,954**

Costs are derived from a building model with basic components.

Scope differences and market conditions can cause costs to vary significantly.

		% of Total	Cost Per S.F.	Cost
A Substructure		**9.09%**	**$12.73**	**$30,552**
A1010	**Standard Foundations**		**$3.41**	**$8,184**
	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6			
A1030	**Slab on Grade**		**$2.73**	**$6,552**
	Slab on grade, 4" thick, non industrial, reinforced			
A2010	**Basement Excavation**		**$2.05**	$4,920
	Excavate and fill, 1,100 SF, 8' deep, sand, gravel, or common earth, on site			
A2020	**Basement Walls**		**$4.54**	$10,896
	Foundation wall, CIP, 8' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12"			
B Shell		**30.70%**	**$42.98**	**$103,152**
B1010	**Floor Construction**		**$9.00**	**$21,600**
	Floor, wood joist, 2 x 10 @16" O.C., 1/2" CDX subfloor			
B1020	**Roof Construction**		**$3.41**	**$8,184**
	Wood roof, truss, 4/12 slope, 24" O.C., 30' to 43' span			
B2010	**Exterior Walls**		**$14.00**	**$33,600**
	Cement stucco, 5/8" thick, 2 coats on 2"x6" studs 16"OC, insulated wall,			
B2020	**Exterior Windows**		**$9.87**	**$23,688**
	Windows, aluminum, sliding, standard glass, 5' x 3'			
B2030	**Exterior Doors**		**$1.00**	**$2,400**
	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-6" x 7'-			
B3010	**Roof Coverings**		**$5.70**	**$13,680**
	Asphalt roofing, strip shingles, premium laminated, multi-layered, Class A,			
	Flashing, aluminum, no backing sides, .019"			
C Interiors		**20.60%**	**$28.83**	**$69,192**
C1010	**Partitions**		**$8.00**	**$19,200**
	Wood partition, 5/8" fire rated gypsum board face, 1/4"sound deadening			
	1/2" fire rated gypsum board, taped & finished, painted on metal furring			
C1020	**Interior Doors**		**$4.53**	**$10,872**
	Door, single leaf, wood frame, 3'-0" x 7'-0" x 1-3/8", birch, hollow core			

C1030	**Fittings**		**$2.70**	**$6,480**
	Cabinets, residential, wall, two doors x 48" wide			
C2010	**Stair Construction**		**$1.10**	**$2,640**
	Stairs, wood, prefab box type, oak treads, wood rails 3'-6" wide, 14 risers			
C3010	**Wall Finishes**		**$2.50**	**$6,000**
	Painting, interior on plaster and drywall, walls & ceilings, roller work,			
	Ceramic tile, thin set, 4-1/4" x 4-1/4"			
C3020	**Floor Finishes**		**$5.45**	**$13,080**
	Carpet tile, nylon, fusion bonded, 18" x 18" or 24" x 24", 24 oz			
	Carpet, padding, add to above, minimum			
	Vinyl, composition tile, minimum			
C3030	**Ceiling Finishes**		**$4.55**	**$10,920**
	Gypsum board ceilings, 1/2" fire rated gypsum board, painted and			
D Services		**29.70%**	**$50.32**	**$99,768**
D2010	**Plumbing Fixtures**		**$12.00**	**$28,800**
	Kitchen sink w/trim, countertop, PE on CI, 24" x 21", single bowl			
	Laundry sink w/trim, PE on CI, black iron frame, 24" x 20", single compt			
	Bathroom, three fixture, 2 wall plumbing, lavatory, water closet &			
D2020	**Domestic Water Distribution**		**$4.77**	**$11,448**
	Gas fired water heater, residential, 100< F rise, 30 gal tank, 32 GPH			
D3010	**Heating System**		**$7.50**	**$18,000**
	Apartment building heating system, fin tube radiation, forced hot water,			
D3030	**Cooling Generating Systems**		**$0.80**	**$1,920**
	Through-wall A/C units			
D4010	**Sprinklers**			**$0**
	none			
D5010	**Electrical Service/Distribution**		**$16.50**	**$39,600**
	Service installation, includes breakers, metering, 20' conduit & wire, 3			
D5020	**Lighting and Branch Wiring**		**$8.25**	**$19,800**
	Receptacles incl plate, box, conduit, wire, 10 per 1000 SF, 1.2 watts per SF			
	Wall switches, 2.5 per 1000 SF			
	Miscellaneous power, 2 watts			
	Incandescent fixtures recess mounted, type A, 1 watt per SF, 8 FC, 6			
D5030	**Communications and Security**		**$0.50**	**$1,200**
	Internet wiring, 2 data/voice outlets per 1000 S.F.			
E Equipment & Furnishings		**0.25%**	**$0.35**	**$840**
E1090	**Other Equipment - smoke detectors**		**$0.35**	**$840**
	6.00-Detection Systems, heat detector, smoke detector, ceiling type, excl.			
F Special Construction		**0%**	**0**	**0**
G Building Sitework		**0%**	**0**	**0**
SubTotal		**100%**	**$135.21**	**$303,504**
Contractor Fees (General Conditions,Overhead,Profit)		**10.0%**	**$13.52**	**$32,450**
Architectural Fees		**0.00%**	**$0.00**	**$0**
User Fees		**0.00%**	**$0.00**	**$0**
Total Building Cost			**$148.73**	**$335,954**

Anoka HRA Second Avenue Letter of Finding TIF Analysis

Code Deficiency Cost Report

1806/08 - 2nd Avenue - Parcel 12-31-25-11-0055

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
	Accessibility Items				
	Structural Elements				
	Repair / reinforce damaged foundation				
	Demolition - remove failed masonry and wood	$ 2,000.00	lump	1	$ 2,000.00
	New post footings	$ 600.00	ea	6	$ 3,600.00
	reinforce existing foundation walls	$ 4,000.00	lump	1	$ 4,000.00
	Replace inadequate joists and sheathing				
	Demolition	$ 2,400.00	lump	1	$ 2,400.00
	new posts	$ 300.00	ea	6	$ 1,800.00
	New floor joists and decking	$ 30.00	SF	1,100	$ 33,000.00
	Exiting				
	Replace non-compliant front steps with compliant ones	$ 600.00	lump	1	$ 600.00
	Replace damaged back stoop with a compliant one	$ 800.00	lump	1	$ 800.00
	Replace exterior doors				
	Remove existing door and enlarge opening	$ 100.00	Each	2	$ 200.00
	install new egress sized door	$ 800.00	Each	2	$ 1,600.00
	Basement stair - excess variation in height of risers, guard too low				
	demo existing	$ 300.00	lump	1	$ 300.00
	rebuild stair	$ 300.00	Riser	13	$ 3,900.00
	Provide new railing at 14 feet per stair	$ 50.00	Foot	14	$ 700.00
	2nd Floor stair - revise to code				
	demo existing	$ 300.00	lump	1	$ 300.00
	revise wall layout to accommodate wider, longer stair	$ 800.00	lump	1	$ 800.00
	rebuild stair	$ 300.00	Riser	14	$ 4,200.00
	Provide new handrail at 14 feet per stair	$ 50.00	Foot	14	$ 700.00
	2nd Floor exterior stair - revise to code				
	demo existing	$ 300.00	lump	1	$ 300.00
	rebuild stair and landings	$ 200.00	Riser	17	$ 3,400.00
	Provide new handrail / guard at 17 feet per stair	$ 50.00	Foot	17	$ 850.00
	Replace 1806 bedroom windows				
	Remove existing window	$ 100.00	Each	2	$ 200.00
	install new egress sized window	$ 600.00	Each	2	$ 1,200.00
	Fire Protection				
	provide 1-hour fire protection between units				
	add 5/8" type x gyp board to 1st floor ceiling	$ 8.00	SF	1,100	$ 8,800.00
	add 5/8" type x gyp board to 2nd floor stairway walls.	$ 6.00	SF	150	$ 900.00
	add 5/8" type x gyp board to basement ceiling	$ 6.00	SF	1,100	$ 6,600.00
	Fire alarms				
	Install smoke detectors at bedrooms, main floor and basement	$ 225.00	ea	6	$ 1,350.00
	Install CO detector outside bedrooms	$ 225.00	ea	1	$ 225.00
	Exterior Construction				
	Provide code compliant exterior wall covering				
	Repair / patch cracked stucco	$ 4.50	SF	400	$ 1,800.00
	Repair damaged wood trim - various locations	$ 5.00	LF	200	$ 1,000.00

Anoka HRA Second Avenue Letter of Finding TIF Analysis

Code Deficiency Cost Report

1806/08 - 2nd Avenue - Parcel 12-31-25-11-0055

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Roof Construction					
	Revise roof to provide adequate ventilation MN1305.1507.10.1 to 1305.1507.15.1				
	Install new soffit and roof vents	$ 2,500.00	lump	1	$ 2,500.00
Mechanical- Electrical					
	Provide combustion/make up air to basement furnace and water heaters	$ 250.00	each	1	$ 250.00
	Provide GFCI protected receptacles at sink locations				
	Kitchen	$ 250.00	each	3	$ 750.00
	Bathroom	$ 250.00	each	2	$ 500.00
	Laundry	$ 250.00	each	2	$ 500.00
	Provide AFCI protected receptacles per Code				
	Living Room	$ 250.00	each	8	$ 2,000.00
	Bedrooms	$ 250.00	each	12	$ 3,000.00
	Hallways	$ 250.00	each	6	$ 1,500.00
	secure loose wires in basement per code	$ 200.00	lump	1	$ 200.00
	Provide ventilation at bathrooms	$ 400.00	lump	2	$ 800.00
		Total Code Improvements			**$ 99,525.00**
Energy Code					
	Replace windows	$ 8,000.00	lump	1	$ 8,000.00
	Add insulation.	$ 6,000.00	lump	1	$ 6,000.00

Photo Sheets - 1806/08 2nd Ave

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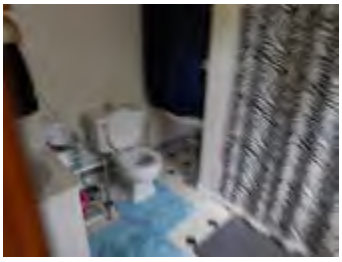
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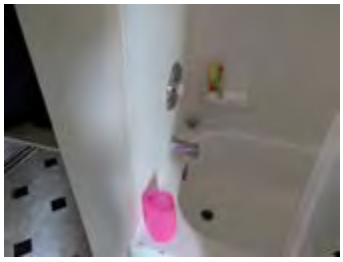
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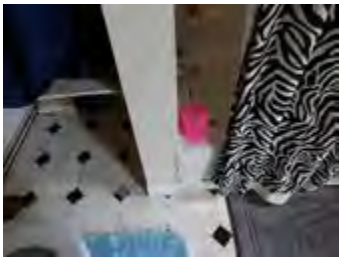
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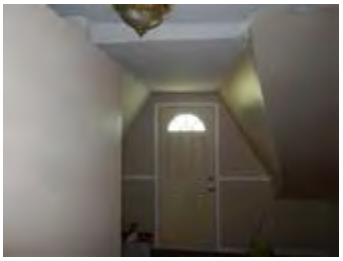
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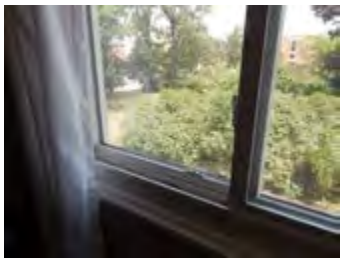
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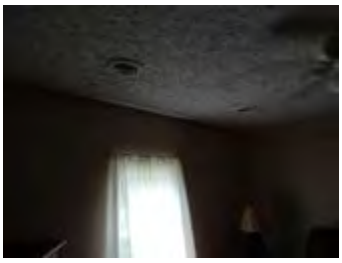
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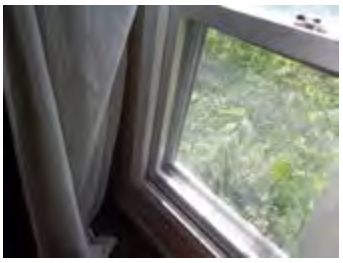
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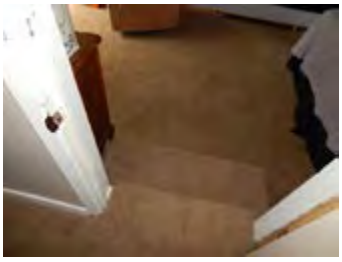
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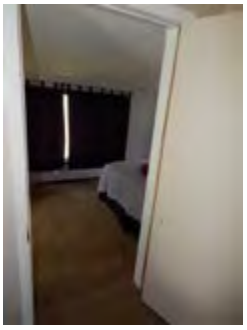
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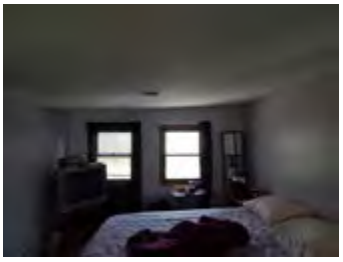
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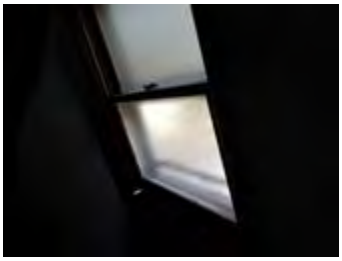
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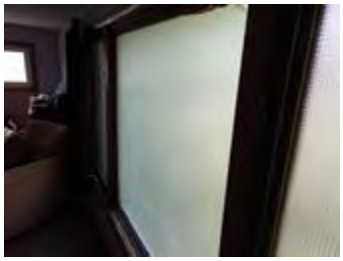
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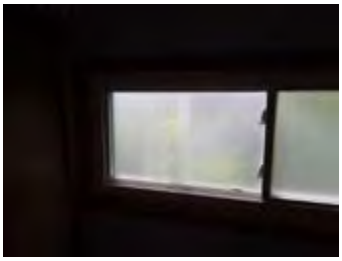
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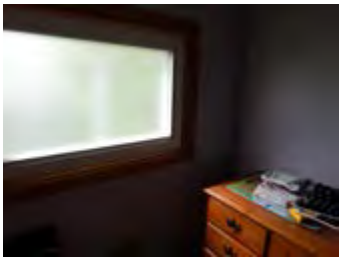
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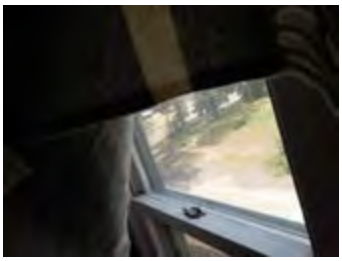
Photo Sheets - 1806/08 2nd Ave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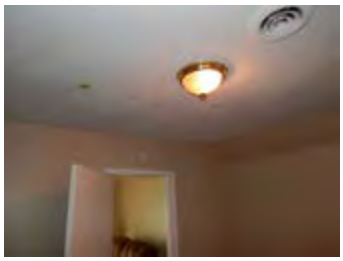
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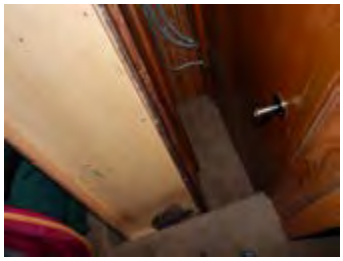
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Photo Sheets - 1806/08 2nd Ave

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Photo Sheets - 1806/08 2nd Ave

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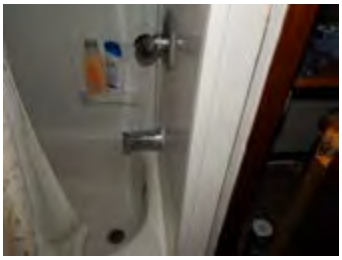
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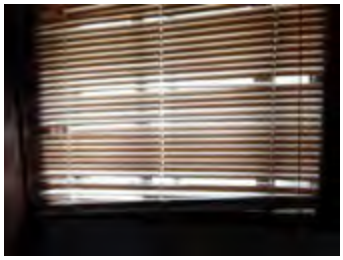
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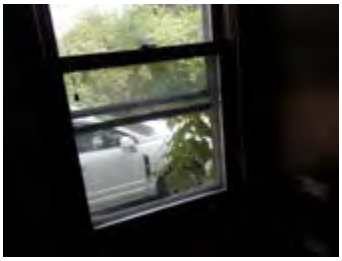
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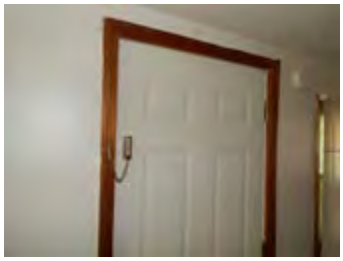
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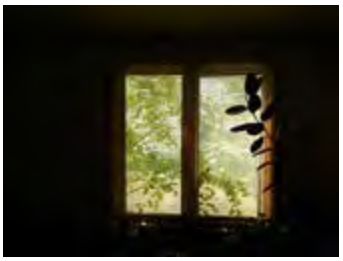
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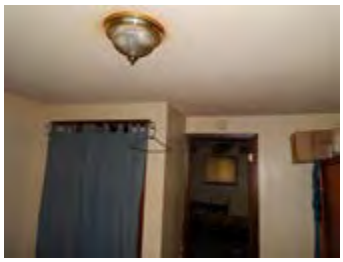
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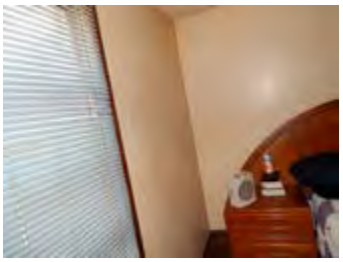
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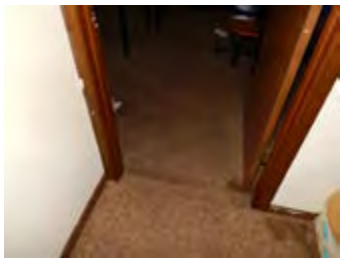
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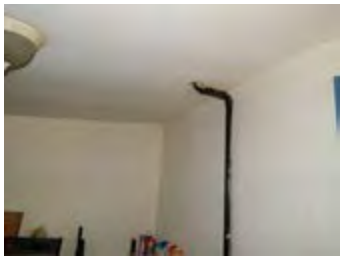
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Photo Sheets - 1806/08 2nd Ave

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Anoka HRA Second Avenue Letter of Finding TIF Analysis

Building Replacement Cost Report

	Anoka 3-plex 1800 - 2nd Avenue, Anoka, MN
Building Type:	**Apartment, 1-3 Story with Stucco / Wood Frame**
Location:	**MINNEAPOLIS, MN**
Story Count:	**2**
Story Height (L.F.):	**9**
Floor Area (S.F.):	**2200**
Labor Type:	**STD**
Basement Included:	**No**
Data Release:	**Year 2014**
Cost Per Square Foot:	**$148.73**
Building Cost:	**$307,958**

Costs are derived from a building model with basic components.

Scope differences and market conditions can cause costs to vary significantly.

		% of Total	Cost Per S.F.	Cost
A Substructure		**9.09%**	**$12.73**	**$28,006**
A1010	**Standard Foundations**		**$3.41**	**$7,502**
	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6			
A1030	**Slab on Grade**		**$2.73**	**$6,006**
	Slab on grade, 4" thick, non industrial, reinforced			
A2010	**Basement Excavation**		**$2.05**	$4,510
	Excavate and fill, 1,100 SF, 8' deep, sand, gravel, or common earth, on			
A2020	**Basement Walls**		**$4.54**	$9,988
	Foundation wall, CIP, 8' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12"			
B Shell		**30.70%**	**$42.98**	**$94,556**
B1010	**Floor Construction**		**$9.00**	**$19,800**
	Floor, wood joist, 2 x 10 @16" O.C., 1/2" CDX subfloor			
B1020	**Roof Construction**		**$3.41**	**$7,502**
	Wood roof, truss, 4/12 slope, 24" O.C., 30' to 43' span			
B2010	**Exterior Walls**		**$14.00**	**$30,800**
	Cement stucco, 5/8" thick, 2 coats on 2"x6" studs 16"OC, insulated wall,			
B2020	**Exterior Windows**		**$9.87**	**$21,714**
	Windows, aluminum, sliding, standard glass, 5' x 3'			
B2030	**Exterior Doors**		**$1.00**	**$2,200**
	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-6" x 7'-			
B3010	**Roof Coverings**		**$5.70**	**$12,540**
	Asphalt roofing, strip shingles, premium laminated, multi-layered, Class A,			
	Flashing, aluminum, no backing sides, .019"			
C Interiors		**20.60%**	**$28.83**	**$63,426**
C1010	**Partitions**		**$8.00**	**$17,600**
	Wood partition, 5/8" fire rated gypsum board face, 1/4"sound deadening			
	1/2" fire rated gypsum board, taped & finished, painted on metal furring			
C1020	**Interior Doors**		**$4.53**	**$9,966**
	Door, single leaf, wood frame, 3'-0" x 7'-0" x 1-3/8", birch, hollow core			
C1030	**Fittings**		**$2.70**	**$5,940**

	Cabinets, residential, wall, two doors x 48" wide			
C2010	**Stair Construction**		**$1.10**	**$2,420**
	Stairs, wood, prefab box type, oak treads, wood rails 3'-6" wide, 14 risers			
C3010	**Wall Finishes**		**$2.50**	**$5,500**
	Painting, interior on plaster and drywall, walls & ceilings, roller work,			
	Ceramic tile, thin set, 4-1/4" x 4-1/4"			
C3020	**Floor Finishes**		**$5.45**	**$11,990**
	Carpet tile, nylon, fusion bonded, 18" x 18" or 24" x 24", 24 oz			
	Carpet, padding, add to above, minimum			
	Vinyl, composition tile, minimum			
C3030	**Ceiling Finishes**		**$4.55**	**$10,010**
	Gypsum board ceilings, 1/2" fire rated gypsum board, painted and			
D Services		**29.70%**	**$50.32**	**$91,454**
D2010	**Plumbing Fixtures**		**$12.00**	**$26,400**
	Kitchen sink w/trim, countertop, PE on CI, 24" x 21", single bowl			
	Laundry sink w/trim, PE on CI, black iron frame, 24" x 20", single compt			
	Bathroom, three fixture, 2 wall plumbing, lavatory, water closet &			
D2020	**Domestic Water Distribution**		**$4.77**	**$10,494**
	Gas fired water heater, residential, 100< F rise, 30 gal tank, 32 GPH			
D3010	**Heating System**		**$7.50**	**$16,500**
	Apartment building heating system, fin tube radiation, forced hot water,			
D3030	**Cooling Generating Systems**		**$0.80**	**$1,760**
	Through-wall A/C units			
D4010	**Sprinklers**			**$0**
	none			
D5010	**Electrical Service/Distribution**		**$16.50**	**$36,300**
	Service installation, includes breakers, metering, 20' conduit & wire, 3			
D5020	**Lighting and Branch Wiring**		**$8.25**	**$18,150**
	Receptacles incl plate, box, conduit, wire, 10 per 1000 SF, 1.2 watts per			
	Wall switches, 2.5 per 1000 SF			
	Miscellaneous power, 2 watts			
	Incandescent fixtures recess mounted, type A, 1 watt per SF, 8 FC, 6			
D5030	**Communications and Security**		**$0.50**	**$1,100**
	Internet wiring, 2 data/voice outlets per 1000 S.F.			
E Equipment & Furnishings		**0.25%**	**$0.35**	**$770**
E1090	**Other Equipment - smoke detectors**		**$0.35**	**$770**
	6.00-Detection Systems, heat detector, smoke detector, ceiling type, excl.			
F Special Construction		**0%**	**0**	**0**
G Building Sitework		**0%**	**0**	**0**

SubTotal	**100%**	**$135.21**	**$278,212**
Contractor Fees (General Conditions,Overhead,Profit)	**10.0%**	**$13.52**	**$29,746**
Architectural Fees	**0.00%**	**$0.00**	**$0**
User Fees	**0.00%**	**$0.00**	**$0**
Total Building Cost		**$148.73**	**$307,958**

Anoka HRA Second Avenue Letter of Finding TIF Analysis

Code Deficiency Cost Report

1800 - 2nd Avenue - Parcel 12-31-25-11-0112

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
	Accessibility Items				
	Structural Elements				
	Reinforce inadequate joists and add headers				
	new sistered joists	$ 1,200.00	lump	1	$ 1,200.00
	add headers at stair opening	$ 500.00	lump	1	$ 500.00
	Exiting				
	Replace non-compliant front stoop with compliant one	$ 800.00	lump	1	$ 800.00
	Replace non-compliant back stoop with compliant one	$ 800.00	lump	1	$ 800.00
	Provide compliant stoop at basement apartment entrance	$ 400.00	lump	1	$ 400.00
	Replace exterior doors				
	Remove existing door and enlarge opening	$ 100.00	Each	2	$ 200.00
	install new egress sized door	$ 800.00	Each	2	$ 1,600.00
	Basement stair - excess variation in height of risers, no railing				
	demo existing	$ 300.00	lump	1	$ 300.00
	rebuild stair and landing	$ 300.00	Riser	13	$ 3,900.00
	Provide new railing at 14 feet per stair	$ 50.00	Foot	14	$ 700.00
	2nd Floor stair - revise to code				
	demo existing	$ 300.00	lump	1	$ 300.00
	revise wall layout to accommodate wider, longer stair	$ 800.00	lump	1	$ 800.00
	rebuild stair	$ 300.00	Riser	14	$ 4,200.00
	Provide new handrail at 14 feet per stair	$ 50.00	Foot	14	$ 700.00
	Replace basement unit bedroom windows				
	Remove existing window	$ 100.00	Each	1	$ 100.00
	install new egress sized window	$ 600.00	Each	1	$ 600.00
	Fire Protection				
	provide 1-hour fire protection between units				
	add 5/8" type x gyp board to 1st floor ceiling	$ 8.00	SF	1,080	$ 8,640.00
	add 5/8" type x gyp board to 2nd floor stairway walls.	$ 8.00	SF	150	$ 1,200.00
	add 5/8" type x gyp board to basement ceiling	$ 6.00	SF	1,080	$ 6,480.00
	add 5/8" type x gyp board to wall between basement and apartment	$ 8.00	SF	160	$ 1,280.00
	Fire alarms				
	Install smoke detectors at bedrooms, main floor and basement	$ 225.00	ea	6	$ 1,350.00
	Install CO detector outside bedrooms	$ 225.00	ea	1	$ 225.00
	Exterior Construction				
	Provide code compliant exterior wall covering				
	Repair / patch cracked stucco	$ 4.50	SF	150	$ 675.00
	Repair damaged wood trim - various locations	$ 5.00	LF	100	$ 500.00
	Repair or replace broken windows	$ 100.00	each	3	$ 300.00
	Roof Construction				
	Mechanical- Electrical				
	Provide GFCI protected receptacles at sink locations				
	2nd floor Kitchen	$ 250.00	each	3	$ 750.00

Anoka HRA Second Avenue Letter of Finding TIF Analysis

Code Deficiency Cost Report

1800 - 2nd Avenue - Parcel 12-31-25-11-0112

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
	Provide AFCI protected receptacles per Code				
	Living Rooms	$ 250.00	each	12	$ 3,000.00
	Bedrooms - 4 per bedroom	$ 250.00	each	20	$ 5,000.00
	Hallways	$ 250.00	each	6	$ 1,500.00
	secure loose wires in basement per Code	$ 200.00	lump	1	$ 200.00
	Provide ventilation at 1st and 2nd kitchen ranges	$ 600.00	lump	2	$ 1,200.00
	Revise ducting of basement unit range hood to meet Code	$ 250.00	lump	1	$ 250.00
	Provide ventilation at bathrooms	$ 400.00	lump	3	$ 1,200.00
	Total Code Improvements				**$ 50,850.00**

Energy Code

Replace windows	$ 8,000.00	lump	1	$ 8,000.00
Add insulation.	$ 6,000.00	lump	1	$ 6,000.00

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Photo Sheet - 1800 2nd Ave

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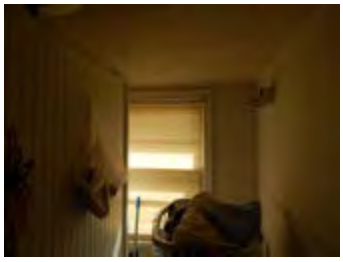
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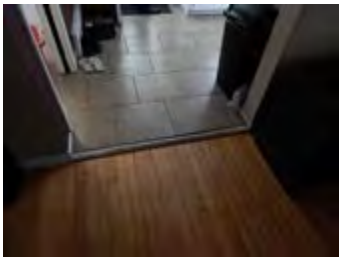
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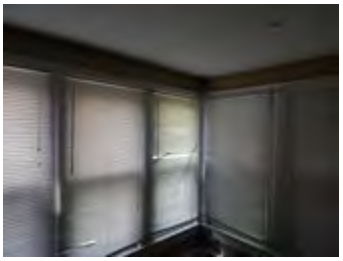
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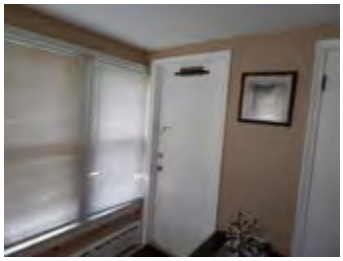
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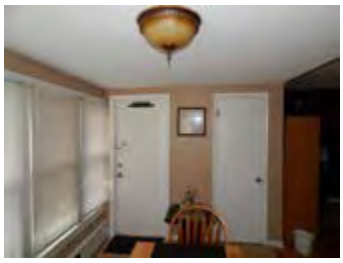
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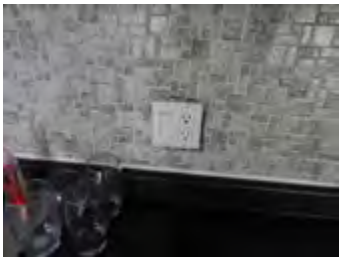
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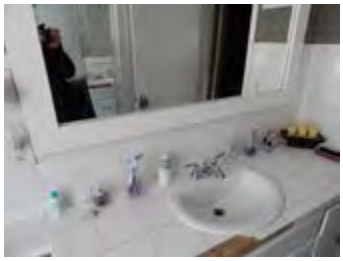
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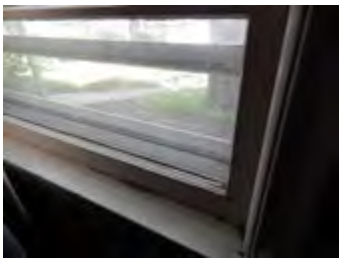
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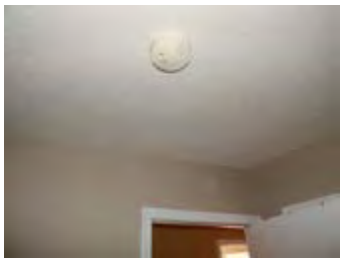
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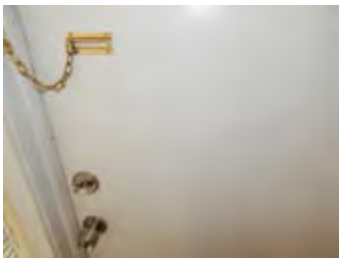
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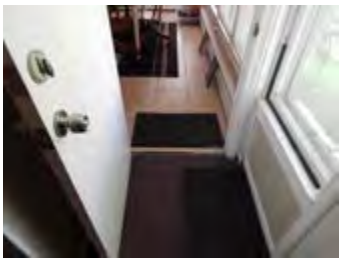
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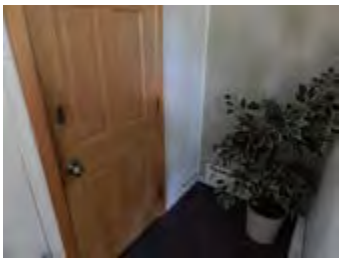
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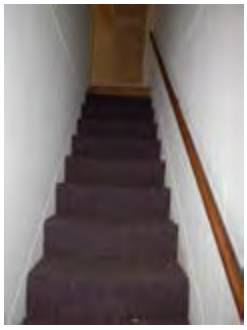
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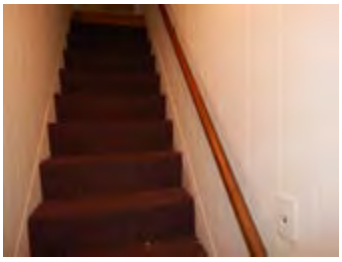
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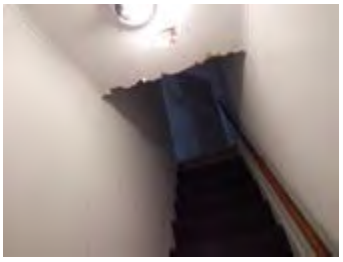
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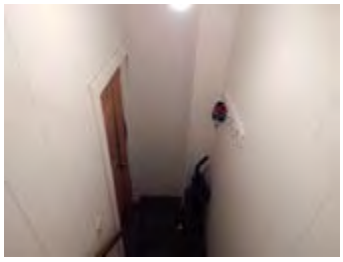
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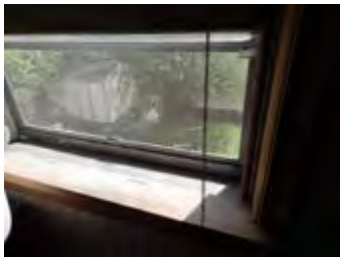
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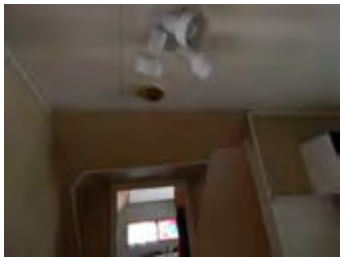
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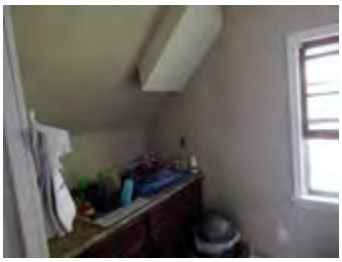
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Photo Sheet - 1800 2nd Ave

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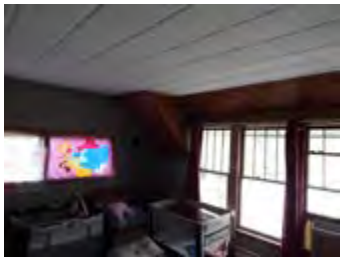
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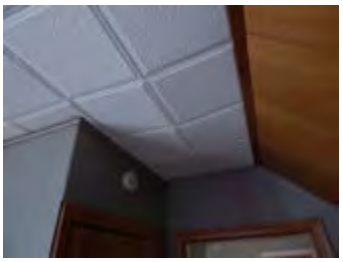
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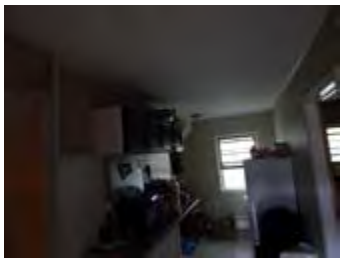
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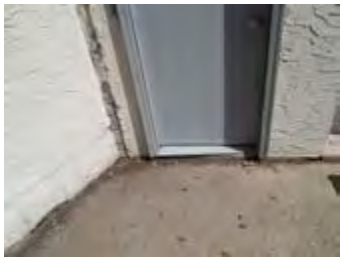
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Photo Sheet - 1800 2nd Ave

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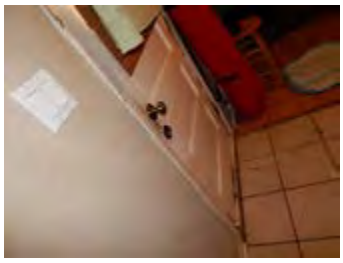
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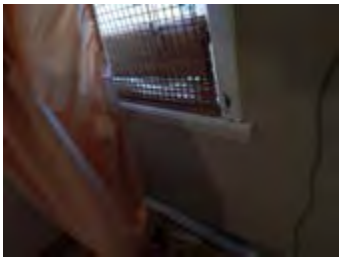
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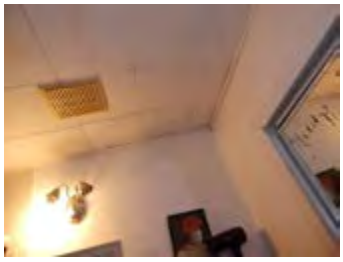
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Photo Sheet - 1800 2nd Ave

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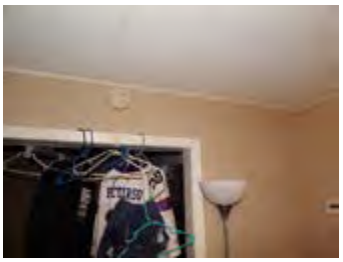
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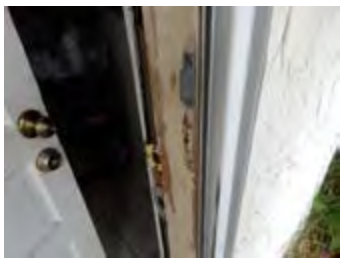
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Appendix G

Findings Including But/For Qualifications

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan (TIF Plan) for South Central Business Tax Increment Financing District (District), as required pursuant to Minnesota Statutes, Section 469.175, Subdivision 3 are as follows:

1. *Finding that South Central Business Tax Increment Financing District is a redevelopment district as defined in M.S., Section 469.174, Subd. 10(a)(1).*

   The District consists of 15 parcels, with plans to redevelop the area for residential and commercial/industrial purposes. At least 70 percent of the area of the parcels in the District are occupied by buildings, streets, utilities, paved or gravel parking lots or other similar structures and more than 50 percent of the buildings in the District, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan.*

   The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the redevelopment proposed in the TIF Plan meets the City's objectives for redevelopment. Several issues are impediments to private development of the site including land assembly, adequate parking space, and inadequate infrastructure. Based upon analysis of the infrastructure and parking plans, the HRA and City have determined that a gap needs to be filled through tax increment in order to make the proposed development financially feasible. No redevelopment has taken place, except for HRA action related to acquisition and demolition of properties. Due to the high cost of redevelopment on the parcels currently occupied by substandard buildings, the limited amount of property for expansion adjacent to the existing project, the incompatible land uses at close proximity, the limited space for parking, the need for soil correction and the cost of financing the proposed improvements, this project is feasible only through assistance, in part, from tax increment financing.

   The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan: This finding is justified on the grounds that the cost of site and public improvements add to the total redevelopment cost. Historically, site and public improvements costs in this area have made redevelopment infeasible without tax increment assistance. While the property could be sold to individual developers on a parcel by parcel basis, development would not occur at the highest and best use of the site. Higher density housing and associated retail currently proposed for this site requires land assembly and could not be accomplished without assistance by the HRA and City and in part with tax increment. The City reasonably determines that no other redevelopment of similar scope is anticipated on this site without substantially similar assistance being provided.

   Therefore, the City concludes as follows:

a. The City's estimate of the amount by which the market value of the entire District will increase without the use of tax increment financing is $0.

b. If the proposed development occurs, the total increase in market value will be $13,033,370.

c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be $3,800,538.

d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than $9,232,832 (the amount in clause b less the amount in clause c) without tax increment assistance.

3. *Finding that the TIF Plan for the District conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The Planning Commission reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the TIF Plan for the District will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of Redevelopment Project No. 1 by private enterprise.*

The project to be assisted by the District will result in increased employment in the City and the State of Minnesota, the renovation of substandard properties, increased tax base of the State and add a high quality development to the City.

Through the implementation of the TIF Plan, the HRA and City will increase the availability of safe and decent life-cycle housing in the City, provide associated retail and parking availability and clean up soils conditions sites in the District.

But-For Analysis	
Current Market Value	1,785,900
New Market Value - Estimate	14,393,370
Difference	12,607,470
Present Value of Tax Increment	3,776,779
Difference	8,830,691
Value Likely to Occur Without TIF is Less Than:	**8,830,691**

Appendix H

Buliding Permits

CITY OF ANOKA
2015 FIRST AVENUE
ANOKA, MN 55303-
(763) 576-2720 FAX: (763) 576-2727

PERMIT NO.: 2014-01025

DATE ISSUED: 08/26/2014

ADDRESS	:	210 MONROE ST
PIN	:	073124220088
LEGAL DESC	:	UNAVAILABLE
	:	LOT 000 BLOCK 000
PERMIT TYPE	:	BUILDING
PROPERTY TYPE	:	RESIDENTIAL
CONSTRUCTION TYPE	:	DEMOLITON
VALUATION	:	$ 2,500.00

NOTE: DEMOLITION OF HOUSE SITE

APPLICANT

WEST METRO EXCAVATING
17010 COUNTY ROAD 20
MAYER, MN 55360-
(952) 367-6733
Minnesota State License #: IR-IR659775

OWNER

CITY OF ANOKA
210 MONROE ST
ANOKA, MN 55303-

DEMOLITION PERMIT FEE		100.00
DEMOLITION DEPOSIT		500.00
STATE SURCHARGE, OTHER		5.00
	TOTAL	**605.00**
Payment(s)		
CHECK	1395	605.00

OK RW 11/13/14

OK to refund escrow

AGREEMENT AND SWORN STATEMENT

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Applicant Date

This permit becomes null and void if construction authorized is not commenced within 180 days, or if construction is suspended for a period of 180 days at any time after work is commenced.

FILE COPY

SEPARATE PERMITS REQUIRED FOR WORK OTHER THAN DESCRIBED ABOVE.

West Metro Excavating 952 367-6733

DEMOLITION PERMIT APPLICATION

City of Anoka · 2015 First Ave. No. : Anoka, MN 55303
Phone 763-576-2720 · Fax 763-576-2727

ANOKA REAL. CLASSIC.

INCOMPLETE APPLICATION WILL NOT BE ACCEPTED!

SITE ADDRESS: 210 Monroe Street, Anoka, MN 55303
LEGAL DESCRIPTION: LOT _____, BLK _____,
PROPERTY ID # _____

OWNER: Erik Skogquist PH: 763-576-9219
ADDRESS: Lelle Johnson St. CITY: Anoka STATE: MN ZIP: 55303

APPLICANT: ~~Erik Skogquist~~ West Metro Excavating PH: ~~763-576-9219~~ 952 367-6733
ADDRESS: 17010 County Rd. 20 CITY: ~~Anoka~~ Mayer STATE: MN ZIP: ~~55303~~

PRIMARY USE OF THE BUILDING: Residence:____ Commercial:____ Industrial:____ Other: Vacant house
TYPE OF DISPOSAL: (Demolition and off site disposal is required.) What is the name and location of the landfill?
Name: Denco / Barton Gravel Pit Location: Shakopee, MN / Maple Grove
SEPTIC TANKS: Are there septic tanks on site? YES___ NO X If yes, will the tanks be abandoned? YES___ NO___,
If yes, who is the licensed pumper pumping the tanks? NAME: N/A LICENSE #_____
CISTERNS: Is there a cistern? YES___ NO X If yes it must be removed or filled with sand or gravel.
WELLS: Are there wells on the site: YES____ NO X, if yes how many? N/A. Are the wells being abandoned?
YES____NO___, If yes who is the licensed Well Contractor sealing the wells? NAME:_____
ADDRESS:_____ PHONE:_____ LICENSE #:_____
TANKS: Are there petroleum/hazardous material tanks on site: YES___ NO X, if yes who is the licensed contractor removing the tanks? NAME N/A PHONE:_____ LICENSE #_____
ASBESTOS: Is there asbestos present in the building? YES___ NO___, If yes who is asbestos abatement contractor:
NAME:_____ PHONE:_____ LICENSE #:_____
COMMENTS/ADDITIONAL INFORMATION: No Asbestos in Insulation, but remediation was done in the house

I hereby certify with my signature that all data on this application form and site plan are true and correct to the best of my knowledge
Name (please print) John Newman x [signature] 8/8/14
SIGNATURE OF APPLICANT DATE OF APPLICATION

OFFICE USE ONLY

stamp

Planning approval [signature] By_____ Date 8-14-14
Building approval [signature] By_____ Date_____

RECEIVED
AUG 13 2014
CITY OF ANOKA
BUILDING DEPARTMENT

Conditions/comments:_____

PERMIT FEES	
Permit Fee	$ 100.00
Escrow Fee	$ 500.00
Surcharge	$ 5.00
TOTAL	$ 605.00

CITY OF ANOKA
2015 FIRST AVENUE
ANOKA, MN 55303-
(763) 576-2720 FAX: (763) 576-2727

PERMIT NO.: 2014-00870

DATE ISSUED: 07/28/2014

ADDRESS	:	210 MONROE ST
PIN	:	073124220088
LEGAL DESC	:	UNAVAILABLE
	:	LOT 000 BLOCK 000
PERMIT TYPE	:	BUILDING
PROPERTY TYPE	:	RESIDENTIAL
CONSTRUCTION TYPE	:	MOVE

NOTE: HOUSE MOVE TO 314 MONROE

APPLICANT

STUBBS BUILDING MOVERS
2284 CO RD 90
MAPLE PLAIN, MN 55359-
(612) 282-1139
Minnesota State License #: MOVE-142159

OWNER

CITY OF ANOKA
210 MONROE ST
ANOKA, MN 55303-

RELOCATION FEE		100.00
STATE SURCHARGE, OTHER		5.00
RESIDENTIAL CITY SURCHARGE		5.00
TOTAL		**110.00**
Payment(s)		
CHECK	33213	110.00

AGREEMENT AND SWORN STATEMENT

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Applicant Date

This permit becomes null and void if construction authorized is not commenced within 180 days, or if construction is suspended for a period of 180 days at any time after work is commenced.

FILE COPY

SEPARATE PERMITS REQUIRED FOR WORK OTHER THAN DESCRIBED ABOVE.

APPLICATION TO MOVE A BUILDING

City of Anoka ♦ 2015 First Ave. No. ♦ Anoka, MN 55303
Phone 763-576-2720 ♦ Fax 763-576-2727

Moving Company: Stubbs Building Movers Contact Name: Larry Stubbs

Address: 2284 Co Rd 50 City Maple Plain State MN Zip Code 55359

Phone 612-282-1139 Fax 763-479-1665 Cell 612-282-1139

Insurance Co. Travelers Policy # 660-5S1M7099-TIL-13

Location Of Building To Be Moved 210 Monroe City Anoka State MN Zip 55359

Destination Site Address 314 Monroe (PIN)

Legal Description: Lot____, Block____,

Property Owner(s) Erik Skoggvist

Phone Number____ Cell/Business Phone 763-464-9703

Property Owner's Address____ City____ State____ Zip____

Please provide a detailed description of the planned moving route and when the moving will occur:

House will back onto Monroe - switch dollies Then travel to 314 Monroe

First week of August or Second week

Job Valuation ____ | Permit Fee $____ State Surcharge $____ City Surcharge $____ Total $____

APPROVAL FOR MOVE

ZONING DEPT CP DATE 7-22-14

ELECTRIC DEPT____ DATE____

STREETS DEPT____ DATE____

POLICE DEPT Philip Johansen DATE 7-23-14

FIRE DEPT____ DATE____

BUILDING DEPT RW DATE 7/22/14

OFFICE USE ONLY

STAMP

RECEIVED
JUL 22 2014
CITY OF ANOKA
BUILDING DEPARTMENT

CITY OF ANOKA
2015 FIRST AVENUE
ANOKA, MN 55303-
(763) 576-2720 FAX: (763) 576-2727

PERMIT NO.: 2014-00665

DATE ISSUED: 06/18/2014

ADDRESS	:	210 MONROE ST
PIN	:	073124220088
LEGAL DESC	:	UNAVAILABLE
	:	LOT 000 BLOCK 000
PERMIT TYPE	:	PLUMBING
PROPERTY TYPE	:	RESIDENTIAL
CONSTRUCTION TYPE	:	WATER/SEWER SHUT OFF
VALUATION	:	$ 1,500.00

NOTE: DISCONNECT SEWER & WATER
CALL PETE KLINGENBERG AT 763-576-2923 FOR INSPECTION.

APPLICANT

METRO EARTHWORKS
18950 TERRITORIAL ROAD
MAPLE GROVE, MN 55311-
(763) 464-3512
Minnesota State License #: 111-PB645530

OWNER

CITY OF ANOKA
210 MONROE ST
ANOKA, MN 55303-

AGREEMENT AND SWORN STATEMENT

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Applicant Date

This permit becomes null and void if construction authorized is not commenced within 180 days, or if construction is suspended for a period of 180 days at any time after work is commenced.

WATER/SEWER SHUT OFF		100.00
STATE SURCHARGE, PLBG FLAT		5.00
TOTAL		**105.00**
Payment(s)		
CHECK	5651	105.00

FILE COPY

SEPARATE PERMITS REQUIRED FOR WORK OTHER THAN DESCRIBED ABOVE.

5651

City of Anoka

2015 First Avenue North • Anoka, MN 55303 • Phone 763-576-2720 • Fax 763-576-2727

PLUMBING PERMIT APPLICATION

Date of Application: 6 2014 Site Address: 210 Monroe St

Owner: City of Anoka Ph:

Address: City, State, Zip:

General Contractor (New Construction Only):

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

This is an application for permission to do plumbing work listed below. All work will be in strict compliance with current State Plumbing Code.

Type of Work: ____New Service ____New Work ✓Repair Job ____Replacement

____ Water Size Line_____ Material to be used

____ Sewer Size Line_____ Material to be used

FIXTURE COUNT	FIXTURE TYPE
	Toilet
	Bath: Tub
	Bath: Shower
	Lavatory
	Sink
	Laundry Tub
	Water Heater
	Floor Drain
	Water Softener
	Backflow Valve
	Washer Box
1	Sewer
1	Water
	Other
100.00	Subtotal
5.00	State Surcharge Minimum or .0005 x Value
105.00	TOTAL

Job Value (Materials & Labor) $ 1,500

Description of work: Disconnect Sewer & Water

Company Name: Metro Earthworks

Signature

License #: #4531 Expires: 2-6-17

Address: 18950 Territorial Rd

City Dessau State MN Zip 55369

Phone: 763 464 3512

Fax: 763 428 2212

NOTE:
$7.00 PER FIXTURE OR MINIMUM CHARGE WHICHEVER IS GREATEST.
MINIMUM PERMIT FEE- $25.00
MINIMUM SURCHARGE IS $ 5.00 OR .0005 x JOB VALUE

(Stamp)

RECEIVED
JUN 18 2014
CITY OF ANOKA
BUILDING DEPARTMENT

Approved By: Date:

Revised: 01/11/06

CITY OF ANOKA
2015 FIRST AVENUE
ANOKA, MN 55303-
(763) 576-2720 FAX: (763) 576-2727

PERMIT NO.: 2014-00262

DATE ISSUED: 03/21/2014

ADDRESS	:	100 MONROE ST
PIN	:	123125110061
LEGAL DESC	:	UNAVAILABLE
	:	LOT 0 BLOCK 0
PERMIT TYPE	:	BUILDING
PROPERTY TYPE	:	COMMERCIAL
CONSTRUCTION TYPE	:	DEMOLITON
VALUATION	:	$ 30,000.00

NOTE: DEMOLITION OF BUILDING

FUNDING CODE FOR TO PAY FOR THIS IS 830-5-8300-3800

APPLICANT

SAUTER & SONS
6651 141ST AVE NW
RAMSEY, MN 55303-
(763) 427-7919

OWNER

CITY OF ANOKA
2015 1ST AVENUE
ANOKA, MN 55303-

DEMOLITION PERMIT FEE	100.00
STATE SURCHARGE, OTHER	5.00
TOTAL	**105.00**
Payment(s)	
CASH	105.00

AGREEMENT AND SWORN STATEMENT

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Applicant Date

This permit becomes null and void if construction authorized is not commenced within 180 days, or if construction is suspended for a period of 180 days at any time after work is commenced.

FILE COPY

SEPARATE PERMITS REQUIRED FOR WORK OTHER THAN DESCRIBED ABOVE.

DEMOLITION PERMIT APPLICATION

City of Anoka · 2015 First Ave. No. · Anoka, MN 55303
Phone 763-576-2720 · Fax 763-576-2727

ANOKA REAL. CLASSIC.

INCOMPLETE APPLICATION WILL NOT BE ACCEPTED!

SITE ADDRESS: 100 Monroe St. Anoka, MN 55303
LEGAL DESCRIPTION: LOT 9+10, BLK 30
PROPERTY ID # 12-31-25-11-0061

OWNER: City of Anoka HRA PH: (763) 576-2724
ADDRESS: 2015 First Ave. N. CITY: Anoka STATE: MN ZIP: 55303

APPLICANT: City of Anoka HRA PH: (763) 576-2724
ADDRESS: 2015 First Ave. N. CITY: Anoka STATE: MN ZIP: 55303

PRIMARY USE OF THE BUILDING: Residence:____ Commercial:____ Industrial:____ Other: VACANT

TYPE OF DISPOSAL: (Demolition and off site disposal is required.) What is the name and location of the landfill?
Name: Vonco II Location: Becker, MN

SEPTIC TANKS: Are there septic tanks on site? YES___ NO X, if yes, will the tanks be abandoned? YES___ NO___,
If yes, who is the licensed pumper pumping the tanks? NAME:_____ LICENSE #_____

CISTERNS: Is there a cistern? YES___ NO X, if yes it must be removed or filled with sand or gravel.

WELLS: Are there wells on the site: YES_____ NO X, if yes how many? _____. Are the wells being abandoned?
YES_____NO___, if yes who is the licensed Well Contractor sealing the wells? NAME:_____
ADDRESS:_____ PHONE:_____ LICENSE #:_____

TANKS: Are there petroleum/hazardous material tanks on site: YES___ NO X, if yes who is the licensed contractor removing the tanks? NAME_____ PHONE:_____ LICENSE #_____

ASBESTOS: Is there asbestos present in the building? YES___ NO X, If yes who is asbestos abatement contractor:
NAME:_____ PHONE:_____ LICENSE #:_____

COMMENTS/ADDITIONAL INFORMATION:_____

I hereby certify with my signature that all data on this application form and site plan are true and correct to the best of my knowledge
Name (please print) Darin Berger x Darin L. Berger 3/3/14
SIGNATURE OF APPLICANT DATE OF APPLICATION

OFFICE USE ONLY

stamp

RECEIVED
MAR 21 2014
CITY OF ANOKA
BUILDING DEPARTMENT

Planning approval_____ By Crystal Baumer Date 3-21-14
Building approval _____ By_____ Date_____
Conditions/comments:_____

PERMIT FEES	
Permit Fee	$100.00
Escrow Fee	$
Surcharge	$ 5.00
TOTAL	$105.00

30,000

CITY OF ANOKA
2015 FIRST AVENUE
ANOKA, MN 55303-
(763) 576-2720 FAX: (763) 576-2727

PERMIT NO.: 2014-00261

DATE ISSUED: 03/21/2014

ADDRESS	:	1833 2ND AV
PIN	:	123125110126
LEGAL DESC	:	UNAVAILABLE
	:	LOT 0 BLOCK 0
PERMIT TYPE	:	BUILDING
PROPERTY TYPE	:	COMMERCIAL
CONSTRUCTION TYPE	:	DEMOLITON
VALUATION	:	$ 100,000.00

NOTE: DEMOLITION OF BUILDING

FUNDING CODE TO PAY FOR THIS IS 830-5-8300-3800

APPLICANT

SAUTER & SONS
6651 141ST AVE NW
RAMSEY, MN 55303-
(763) 427-7919

OWNER

CITY OF ANOKA
2105 FIRST AVENUE
ANOKA, MN 55303-

DEMOLITION PERMIT FEE	100.00
STATE SURCHARGE, OTHER	5.00
TOTAL	**105.00**
Payment(s)	
CASH	105.00

AGREEMENT AND SWORN STATEMENT

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Applicant Date

This permit becomes null and void if construction authorized is not commenced within 180 days, or if construction is suspended for a period of 180 days at any time after work is commenced.

FILE COPY

SEPARATE PERMITS REQUIRED FOR WORK OTHER THAN DESCRIBED ABOVE

DEMOLITION PERMIT APPLICATION

City of Anoka · 2015 First Ave. No. · Anoka, MN 55303
Phone 763-576-2720 · Fax 763-576-2727

ANOKA REAL. CLASSIC.

INCOMPLETE APPLICATION WILL NOT BE ACCEPTED!

SITE ADDRESS: 1833 2ND AVE., ANOKA, MN 55303
LEGAL DESCRIPTION: LOT 4-12, BLK 30,
PROPERTY ID # 12-31-25-11-0126

OWNER: CITY OF ANOKA HRA PH: (763) 576-2724
ADDRESS: 2015 FIRST AVE. N. CITY: ANOKA STATE: MN ZIP: 55303

APPLICANT: CITY OF ANOKA HRA PH:
ADDRESS: 2015 FIRST AVE. N. CITY: ANOKA STATE: MN ZIP: 55303

PRIMARY USE OF THE BUILDING: Residence:____ Commercial:____ Industrial:____ Other: VACANT

TYPE OF DISPOSAL: (Demolition and off site disposal is required.) What is the name and location of the landfill?
Name: VONCO II Location: BECKER, MN

SEPTIC TANKS: Are there septic tanks on site? YES___ NO X, if yes, will the tanks be abandoned? YES___ NO___,
If yes, who is the licensed pumper pumping the tanks? NAME:_____ LICENSE #_____

CISTERNS: Is there a cistern? YES___ NO X, if yes it must be removed or filled with sand or gravel.

WELLS: Are there wells on the site: YES_____ NO X, if yes how many? _____. Are the wells being abandoned?
YES_____NO___, if yes who is the licensed Well Contractor sealing the wells? NAME:_____
ADDRESS:_____ PHONE:_____ LICENSE #:_____

TANKS: Are there petroleum/hazardous material tanks on site: YES___ NO X, if yes who is the licensed contractor removing the tanks? NAME_____ PHONE:_____ LICENSE #_____

ASBESTOS: Is there asbestos present in the building? YES___ NO X, If yes who is asbestos abatement contractor:
NAME:_____ PHONE:_____ LICENSE #:_____

COMMENTS/ADDITIONAL INFORMATION:_____

I hereby certify with my signature that all data on this application form and site plan are true and correct to the best of my knowledge
Name (please print) DARIN BERGER x Darin L. Berger 3/3/14
SIGNATURE OF APPLICANT DATE OF APPLICATION

OFFICE USE ONLY

stamp

RECEIVED
MAR 21 2014
CITY OF ANOKA
BUILDING DEPARTMENT

Planning approval CP By Crystal Peterson Date 3-21-14
Building approval _____ By_____ Date_____

Conditions/comments:_____

PERMIT FEES	
Permit Fee	$100.00
Escrow Fee	$
Surcharge	$5.00
TOTAL	$105.00

100,000

COUNCIL MEMO FORM

6.1

Meeting Date	March 16, 2015
Agenda Section	Consent Agenda
Item Description	Verified Bills
Submitted By	Lori Yager, Finance Director

CONSENT AGENDA

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

BACKGROUND INFORMATION

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

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

FINANCIAL IMPACT

Will vary from meeting to meeting.

COUNCIL ACTION REQUESTED

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

Paid Bill List for Ratification
Bill List for March 16, 2015

Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
130242	Cintas	470537290	Uniforms	101	General Fund	$17.39
130242	Cintas	470537279	Uniforms	101	General Fund	$52.48
130242	Cintas	470535640	Mats	101	General Fund	$129.51
130242	Cintas	470533987	Mats	101	General Fund	$44.80
130243	City of Minneapolis	400413005581	APS Transaction Fee Jan	101	General Fund	$1,156.50
130244	Connexus Energy	171141 2/24/15	Street Lights	101	General Fund	$12.24
130244	Connexus Energy	202884 2/24/15	Street Lights	101	General Fund	$37.06
130244	Connexus Energy	171140 2/24/15	Street Lights	101	General Fund	$78.65
130245	Cutter Sales	99109	Parts	101	General Fund	$411.08
130246	Dalmatian Fire Suppression	6583	Annual Svc & Inspection	101	General Fund	$40.20
130247	ECM Publishers	180773	Amend Ord 2015-1588	101	General Fund	$59.13
130253	Pipe Dream Plumbing Inc.	2856	RPZ Rebuild	101	General Fund	$322.00
130256	Scharber & Sons Inc	P68293	Parts	101	General Fund	$1,413.11
130257	Twin Cities Winnelson Co	082108-00	Parts	101	General Fund	$52.38
130258	US Bank	9138522	Admin Fee	101	General Fund	$5,929.18
130260	HENNINGSON& SNOXELL	GARPP52015	Wage Levy	101	General Fund	$799.73
130373	BCA - BTS	A30315	Fingerprint/Background che	101	General Fund	$21.50
130375	CenturyLink	7633236665 2/25	Communications	101	General Fund	$86.96
130377	Interstate All Battery Center	1901202000950	6V Battery	101	General Fund	$2.34
130377	Interstate All Battery Center	1901201002714	Supplies	101	General Fund	$51.96
130378	M.A. Chris Construction LL	M14139	Bathroom Floors	101	General Fund	$2,426.00
130379	MN Chiefs of Police Associ	03/04/2015	Gun Permits	101	General Fund	$109.90
130381	PLEAA	02/28/2015	Dues - Police	101	General Fund	$175.00
			Fund Total			$13,429.10
130250	J.H. Larson Electric Compa	S100843402.001	Parts for Sodium Lamp	260	Parking	$179.37
130252	Menard Cashway Lumber	77451	Supplies	260	Parking	$104.81
130252	Menard Cashway Lumber	77474	LED lights for Ramp	260	Parking	$62.91
130252	Menard Cashway Lumber	79019	Parts / Supplies	260	Parking	$91.92
			Fund Total			$439.01
130380	Northern Technologies, Inc	13863	Mississippi River Trail- Wen	460	Park Improve	$3,558.50
130380	Northern Technologies, Inc	13948	Mississippi River Trail	460	Park Improve	$644.75
			Fund Total			$4,203.25
130259	Wright Tire Service	20727	Tire Svc #123	600	Electric	$364.96

Paid Bill List for Ratification
Bill List for March 16, 2015

Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
			Fund Total			$364.96
130252	Menard Cashway Lumber	79462	Supplies/Parts	601	Water	$55.93
			Fund Total			$55.93
130249	Ink Wizards, Inc	68284	Crest Embroidery	602	Sewer Treatment	$12.00
			Fund Total			$12.00
130382	Root River Hardwoods	54401	Planks	603	Storm Water	$3,300.00
130382	Root River Hardwoods	54475	Delivery Chg	603	Storm Water	$100.00
			Fund Total			$3,400.00
130374	Better Values Liquor	03/06/2015	Petty Cash	609	Liquor Stores	$150.00
130374	Better Values Liquor	03/06/2015	Petty Cash	609	Liquor Stores	$130.60
130383	Varner Transportation	2/28/15-West	Freight	609	Liquor Stores	$845.00
			Fund Total			$1,125.60
130242	Cintas	470537290	Uniforms	614	Golf	$17.38
			Fund Total			$17.38
130241	Ace Solid Waste	February 2015	Garbage Svc - Feb 2015	616	Refuse	$5,445.10
130254	Republic Services #899	8998000127 3/4/	Garbage Svc Feb 2015	616	Refuse	$3,721.00
			Fund Total			$9,166.10
130255	Royal Tire Inc	301-112813	Truck Tire	701	Vehicle Maintenance	$80.00
130255	Royal Tire Inc	303-132155	Repair Unit 29	701	Vehicle Maintenance	$230.27
			Fund Total			$310.27
130248	Electric Systems of Anoka	M0461	Material for John Ward Par	715	Insurance	$2,128.00
130248	Electric Systems of Anoka	M0463	Enloe Park Material	715	Insurance	$3,763.23
130251	League of Minn Cities	C0036454	Claim C0036454	715	Insurance	$998.58
			Fund Total			$6,889.81
130376	Charlene Myklebust	03/04/2015	Mayor's Prayer Breakfast	801	Youth First	$524.15
130384	Walmart Community	03/02/2015	Supplies	801	Youth First	$549.50
			Fund Total			$1,073.65
			Grand Total			$40,487.06

PAYROLL
PP 5
BILL LIST DATE 03/16/15

GROSS PAYROLL - REG	$297,122.68
LESS EMPLOYEE SHARE OF BENEFITS	($1,958.62)
	$295,164.06
EMPLOYER SHARE HEALTH INSURANCE	$17,884.19
EMPLOYER SHARE FICA & MEDICARE	$16,453.48
EMPLOYER SHARE PERA	$28,483.58
	$62,821.25
TOTAL PAYROLL	$357,985.31

Bill List for March 16, 2015

Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
516	City of Anoka	03/18/15	City Utilities	101	General Fund	$2,708.20
130269	Ace Solid Waste	617870	Garbage Svc March 2015	101	General Fund	$538.37
130269	Ace Solid Waste	617870	Garbage Svc March 2015	101	General Fund	$214.14
130269	Ace Solid Waste	617870	Garbage Svc March 2015	101	General Fund	$49.82
130269	Ace Solid Waste	617870	Garbage Svc March 2015	101	General Fund	$50.44
130269	Ace Solid Waste	617870	Garbage Svc March 2015	101	General Fund	$96.53
130269	Ace Solid Waste	617870	Garbage Svc March 2015	101	General Fund	$132.25
130269	Ace Solid Waste	617870	Garbage Svc March 2015	101	General Fund	$64.24
130269	Ace Solid Waste	617870	Garbage Svc March 2015	101	General Fund	$185.99
130269	Ace Solid Waste	617870	Garbage Svc March 2015	101	General Fund	$33.99
130274	Anoka Co Property Record	02/17/2015	Truth in Taxation / Assess	101	General Fund	$1,397.98
130275	Anoka Hennepin School Di	March 2015	Community Ed Support	101	General Fund	$5,190.00
130276	Anoka Lions	3/16/15	Country Music Show - Sr C	101	General Fund	$340.00
130279	Aspen Mills	161460	Uniform Pants	101	General Fund	$227.80
130279	Aspen Mills	161811	Video Holders	101	General Fund	$671.25
130279	Aspen Mills	161812	Pants - Dominguez	101	General Fund	$113.90
130279	Aspen Mills	161810	Jacket inc Patches & Name	101	General Fund	$139.65
130285	CenturyLink	612E340310 3/1/	Communications	101	General Fund	$235.08
130285	CenturyLink	612E340040 3/1/	Communications	101	General Fund	$76.96
130285	CenturyLink	612E340068 3/1/	Communications	101	General Fund	$235.08
130285	CenturyLink	7635769728 3/1/	Communications	101	General Fund	$29.67
130285	CenturyLink	612E340312 3/1/	Communications	101	General Fund	$92.27
130285	CenturyLink	612E340311 3/1/	Communications	101	General Fund	$235.08
130285	CenturyLink	612E340312 3/1/	Communications	101	General Fund	$92.28
130287	Cintas	470538904	Mats	101	General Fund	$129.51
130287	Cintas	470543854	Uniforms	101	General Fund	$17.39
130287	Cintas	470540536	Mats	101	General Fund	$44.80
130287	Cintas	470543844	Uniforms	101	General Fund	$56.50
130287	Cintas	470540529	Mats	101	General Fund	$151.95
130287	Cintas	470540537	Uniforms	101	General Fund	$17.39
130287	Cintas	470540527	Uniforms	101	General Fund	$52.48
130287	Cintas	470543846	Mats	101	General Fund	$146.70
130287	Cintas	470542191	Mats	101	General Fund	$129.51

Bill List for March 16, 2015

Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
130289	City of Andover	3/4/15	Traffic Signal Lights Feb 20	101	General Fund	$64.20
130294	CMT Diversified Janitorial S	2336	Cleaning Svc March 2015	101	General Fund	$1,689.00
130294	CMT Diversified Janitorial S	2364	Qrtly Restroom Disinfect	101	General Fund	$275.00
130297	Cottens Automotive	101397	Seat Cover	101	General Fund	$26.33
130298	Crabtree Companies Inc.	130864	Copier/Printer Maint	101	General Fund	$48.78
130298	Crabtree Companies Inc.	130864	Copier/Printer Maint	101	General Fund	$58.48
130298	Crabtree Companies Inc.	130864	Copier/Printer Maint	101	General Fund	$72.14
130298	Crabtree Companies Inc.	130864	Copier/Printer Maint	101	General Fund	$104.20
130298	Crabtree Companies Inc.	130864	Copier/Printer Maint	101	General Fund	$127.59
130298	Crabtree Companies Inc.	130864	Copier/Printer Maint	101	General Fund	$201.31
130298	Crabtree Companies Inc.	130864	Copier/Printer Maint	101	General Fund	$6.08
130304	ECM Publishers	190231	Cond Use Permit	101	General Fund	$48.38
130307	FINKEN WATER CENTER	66860TE	Water	101	General Fund	$101.55
130307	FINKEN WATER CENTER	68127TE	Water	101	General Fund	$51.15
130310	Franz Repro, Inc	138939	Printing Supplies	101	General Fund	$301.95
130314	HealthPartners	900023639	Pre-Placement / Drug Scre	101	General Fund	$55.00
130316	Hennepin Technical Colleg	330803	Respiratory Prot & A Plan	101	General Fund	$126.00
130316	Hennepin Technical Colleg	330803	Respiratory Prot & A Plan	101	General Fund	$126.00
130317	Hicken, Scott & Howard PA	9001-02Z 2/28/15	Legal Services - Feb 2015	101	General Fund	$10,254.10
130321	Johnstone Supply of G.Val	096150	TD Relay	101	General Fund	$60.90
130321	Johnstone Supply of G.Val	096196	Actuators	101	General Fund	$577.57
130323	Lehmann's Repair	185010	Parts	101	General Fund	$11.55
130323	Lehmann's Repair	185006	Parts	101	General Fund	$93.41
130323	Lehmann's Repair	185009	Oil / Parts	101	General Fund	$40.37
130324	Leone's Building Service	28098	Cleaning Svc - March 2015	101	General Fund	$180.31
130324	Leone's Building Service	28098	Cleaning Svc - March 2015	101	General Fund	$921.73
130324	Leone's Building Service	28098	Cleaning Svc - March 2015	101	General Fund	$132.16
130324	Leone's Building Service	28098	Cleaning Svc - March 2015	101	General Fund	$180.31
130324	Leone's Building Service	28098	Cleaning Svc - March 2015	101	General Fund	$131.88
130324	Leone's Building Service	28098	Cleaning Svc - March 2015	101	General Fund	$1,168.51
130324	Leone's Building Service	28098	Cleaning Svc - March 2015	101	General Fund	$653.10
130326	Main Floral LTD	15157	Sympathy Arrang - W Foot	101	General Fund	$94.81
130327	Menard Cashway Lumber	79617	Parts / Supplies	101	General Fund	$16.89

Bill List for March 16, 2015

Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
130327	Menard Cashway Lumber	80097	Supplies	101	General Fund	$19.93
130327	Menard Cashway Lumber	79602	Supplies	101	General Fund	$115.86
130327	Menard Cashway Lumber	79530	Supplies	101	General Fund	$7.50
130327	Menard Cashway Lumber	80258	Parts	101	General Fund	$10.76
130327	Menard Cashway Lumber	79641	Supplies	101	General Fund	$159.60
130327	Menard Cashway Lumber	79947	Supplies	101	General Fund	$23.70
130329	Metro Area Management A	1673	Dues	101	General Fund	$45.00
130330	Minnesota Equipment	P68923	Parts / Supplies	101	General Fund	$116.83
130333	MN GFOA	04585	Membership Dues	101	General Fund	$60.00
130334	MTI Distributing Company	994172-00	Parts / Supplies	101	General Fund	$1,500.00
130334	MTI Distributing Company	993619-00	Parts / Supplies / Maint	101	General Fund	$8,100.65
130336	Northern Sanitary Supply	173427	Supplies	101	General Fund	$209.72
130337	OfficeMax Incorporated	512337	Paper Towels, Napkins	101	General Fund	$44.34
130337	OfficeMax Incorporated	512337	Post -It Notes	101	General Fund	$17.79
130337	OfficeMax Incorporated	415304	Magazine Rack	101	General Fund	$143.00
130337	OfficeMax Incorporated	405237	Supplies	101	General Fund	$331.44
130337	OfficeMax Incorporated	406239	Supplies	101	General Fund	$41.80
130337	OfficeMax Incorporated	530021	Paper Plates	101	General Fund	$51.12
130337	OfficeMax Incorporated	411937	Supplies	101	General Fund	$5.95
130340	Pierce Refrigeration Servic	02/26/2015	Duct System - Exercise Ro	101	General Fund	$3,840.00
130343	Presto Graphics	51914	Assessors Notice Post Its	101	General Fund	$287.90
130343	Presto Graphics	51953	Endorsement Stamps	101	General Fund	$55.00
130344	Purchasing Power	106450	Envelopes	101	General Fund	$376.00
130344	Purchasing Power	106451	Envelopes	101	General Fund	$408.70
130347	Rum River Veterinary Clinic	237759	Vet Svc - Barrett	101	General Fund	$75.95
130348	S & T Office Products, Inc.	01QV2754	Envelopes	101	General Fund	$31.36
130349	Scharber & Sons Inc	R09878	Repair Kit	101	General Fund	$1,603.05
130351	Sirchie Finger Print Laborat	198459-IN	Biohazard ID 1X3.25	101	General Fund	$45.47
130357	The Home Depot	973423	Formica	101	General Fund	$572.20
130357	The Home Depot	6010093	Tile	101	General Fund	$817.58
130360	Thyssen Krupp Elevator	3001690154	Elevator Maintenence Mar	101	General Fund	$113.30
130360	Thyssen Krupp Elevator	3001690154	Elevator Maintenence Mar	101	General Fund	$113.30
130360	Thyssen Krupp Elevator	3001690154	Elevator Maintenence Mar	101	General Fund	$113.30

Bill List for March 16, 2015

Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
130360	Thyssen Krupp Elevator	3001690154	Elevator Maintenence Mar	101	General Fund	$113.30
130362	Twin Cities Winnelson Co	082115-00	Parts / Supplies	101	General Fund	$247.88
130364	United Refrigeration, Inc.	45650709-00	Parts	101	General Fund	$196.81
130364	United Refrigeration, Inc.	45650758-00	Supplies	101	General Fund	$119.33
			Fund Total			$52,033.36
130269	Ace Solid Waste	617870	Garbage Svc March 2015	250	Ramp	$85.66
			Fund Total			$85.66
516	City of Anoka	03/18/15	City Utilities	260	Parking	$3,655.05
130324	Leone's Building Service	28098	Cleaning Svc - March 2015	260	Parking	$964.70
130327	Menard Cashway Lumber	79611	Parts / Supplies	260	Parking	$85.93
130360	Thyssen Krupp Elevator	3001690154	Elevator Maintenence Mar	260	Parking	$113.30
			Fund Total			$4,818.98
130274	Anoka Co Property Record	02/17/2015	Truth in Taxation / Assess	415	Road Improve	$1,676.72
			Fund Total			$1,676.72
130332	MN Department of Transpo	P00004147	Structural Materials/Testing	460	Park Improve	$1,296.26
130353	Sunram Construction, Inc	Pay Estimate #5	Mississippi River Trail	460	Park Improve	$100,226.90
			Fund Total			$101,523.16
130274	Anoka Co Property Record	02/17/2015	Truth in Taxation / Assess	481	Redevelopment	$2,002.63
			Fund Total			$2,002.63
130274	Anoka Co Property Record	02/17/2015	Truth in Taxation / Assess	482	Greens of Anoka	$557.27
			Fund Total			$557.27
516	City of Anoka	03/18/15	City Utilities	485	Enterprise Park	$884.21
517	All American Commercial Ti	03/02/2015	Purchase Property	485	Enterprise Park	$383,339.33
130274	Anoka Co Property Record	02/17/2015	Truth in Taxation / Assess	485	Enterprise Park	$2,993.27
130274	Anoka Co Property Record	02/17/2015	Truth in Taxation / Assess	485	Enterprise Park	$508.55
130356	Techtron Engineering, Inc.	14643	Site Assessment	485	Enterprise Park	$1,800.00
			Fund Total			$389,525.36
130274	Anoka Co Property Record	02/17/2015	Truth in Taxation / Assess	486	Historic Run River	$2,700.95
			Fund Total			$2,700.95
130274	Anoka Co Property Record	02/17/2015	Truth in Taxation / Assess	487	South Ferry	$963.27
			Fund Total			$963.27
515	MMPA	2289	Purchased Power - Feb 20	600	Electric	$1,472,455.53
516	City of Anoka	03/18/15	City Utilities	600	Electric	$12,012.89

Bill List for March 16, 2015

Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
516	City of Anoka	03/18/15	City Utilities	600	Electric	$4,588.97
130261	Misc Vendor	00020150310553	01-061300-05	600	Electric	$111.00
130262	Misc Vendor	00020150310553	01-131810-10	600	Electric	$84.00
130263	Misc Vendor	00020150310554	04-026850-04	600	Electric	$44.29
130264	Misc Vendor	00020150310554	11-152940-05	600	Electric	$106.10
130265	Misc Vendor	00020150310554	13-141680-01	600	Electric	$36.94
130266	Misc Vendor	00020150310554	13-144650-04	600	Electric	$88.50
130267	Misc Vendor	00020150310554	13-725550-04	600	Electric	$85.00
130268	Misc Vendor	00020150310554	13-725610-05	600	Electric	$27.27
130269	Ace Solid Waste	617870	Garbage Svc March 2015	600	Electric	$49.82
130277	Anoka/Champlin Fire	1001	First Aid / CPR Instruction	600	Electric	$180.00
130283	Carr's Tree Service, Inc	87822	Tree Svc - 2/9/15	600	Electric	$4,084.12
130283	Carr's Tree Service, Inc	87755	Tree Svc - 2/2/15	600	Electric	$4,733.97
130285	CenturyLink	612E340312 3/1/	Communications	600	Electric	$92.27
130285	CenturyLink	612E340060 3/1/	Communications	600	Electric	$352.00
130285	CenturyLink	612E341069 3/1/	Communications	600	Electric	$127.00
130287	Cintas	470543843	Uniforms	600	Electric	$116.53
130287	Cintas	470540526	Uniforms	600	Electric	$116.53
130290	City of Champlin	10311860001 3/5	Stormwater & Street Lights	600	Electric	$82.34
130291	City of Champlin	Feb 2015	City of Champlin Taxes Feb	600	Electric	$7,118.50
130292	City of Coon Rapids	Feb 2015	Coon Rapids Taxes Feb '1	600	Electric	$2,230.50
130298	Crabtree Companies Inc.	130864	Copier/Printer Maint	600	Electric	$12.67
130298	Crabtree Companies Inc.	130864	Copier/Printer Maint	600	Electric	$17.28
130308	First-Shred	139810	Executive Bin	600	Electric	$31.80
130309	FP Mailing Solutions	RI102331439	Meter Rental Mar,Apr,May	600	Electric	$123.00
130312	Grainger	9671729276	Rain Overall	600	Electric	$37.68
130312	Grainger	9669457856	Rain Coat / Rain Overall	600	Electric	$238.32
130316	Hennepin Technical Colleg	330803	Respiratory Prot & A Plan	600	Electric	$21.00
130316	Hennepin Technical Colleg	330803	Respiratory Prot & A Plan	600	Electric	$147.00
130323	Lehmann's Repair	185011	Service	600	Electric	$12.00
130323	Lehmann's Repair	186066	Service / Repair	600	Electric	$35.00
130324	Leone's Building Service	28098	Cleaning Svc - March 2015	600	Electric	$180.32
130327	Menard Cashway Lumber	80002	Parts	600	Electric	$25.94

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
130337	OfficeMax Incorporated	406239	Supplies	600	Electric	$35.20
130341	Postmaster	2/20/2015	Presorted Price Permit	600	Electric	$440.00
130361	Total Tool Supply	01991875	Parts / Supplies	600	Electric	$466.23
130368	Wesco	702439	Parts / Supplies	600	Electric	$23.13
130368	Wesco	704744	Supplies - Fuses	600	Electric	$305.94
130368	Wesco	702439	Parts / Supplies	600	Electric	$336.40
130371	Xcel Energy	3265 March 201	Facilities Agreement	600	Electric	$5,250.00
			Fund Total			$1,516,662.98
516	City of Anoka	03/18/15	City Utilities	601	Water	$10,049.29
516	City of Anoka	03/18/15	City Utilities	601	Water	$170.22
130269	Ace Solid Waste	617870	Garbage Svc March 2015	601	Water	$49.82
130285	CenturyLink	612E340317 3/1/	Communications	601	Water	$117.00
130285	CenturyLink	612E340135	Communications	601	Water	$70.54
130285	CenturyLink	612E348047 3/1/	Communications	601	Water	$68.40
130285	CenturyLink	612E340312 3/1/	Communications	601	Water	$92.28
130306	Ferguson Waterworks	0126617	Parts / Supplies	601	Water	$2,982.03
130311	Gopher State One-Call	132975	Tickets	601	Water	$83.37
130314	HealthPartners	900023639	Pre-Placement / Drug Scre	601	Water	$335.00
130316	Hennepin Technical Colleg	330803	Respiratory Prot & A Plan	601	Water	$42.00
130318	Hirshfield's Inc	28029239	Paint / lepoxy	601	Water	$1,065.33
130318	Hirshfield's Inc	22063340 CM	Paint / lepoxy pricing	601	Water	($73.30)
130327	Menard Cashway Lumber	80004	Supplies	601	Water	$40.08
130327	Menard Cashway Lumber	79638	Acetone	601	Water	$37.32
130327	Menard Cashway Lumber	79928	Supplies	601	Water	$27.60
130327	Menard Cashway Lumber	79599	Supplies	601	Water	$10.99
130331	MN Department of Health	1020001- 02/11/1	1st Qtr 2015	601	Water	$8,085.00
130350	Short Elliott Hendrickson In	293951	Antenna Project	601	Water	$415.10
130350	Short Elliott Hendrickson In	293950	Anoka Telecom	601	Water	$1,007.03
130367	Water Laboratories Inc	15B-231	Coliform Bacteria Testing	601	Water	$150.00
130367	Water Laboratories Inc	15B-230	Coliform Bacteria Test	601	Water	$150.00
			Fund Total			$24,975.10
516	City of Anoka	03/18/15	City Utilities	602	Sewer Treatment	$1,868.85
516	City of Anoka	03/18/15	City Utilities	602	Sewer Treatment	$237.58

Bill List for March 16, 2015

Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
130269	Ace Solid Waste	617870	Garbage Svc March 2015	602	Sewer Treatment	$49.82
130285	CenturyLink	612E340312 3/1/	Communications	602	Sewer Treatment	$92.27
130285	CenturyLink	612E348001 3/1/	Communications	602	Sewer Treatment	$8.40
130285	CenturyLink	612E340287 3/1/	Communications	602	Sewer Treatment	$392.79
130285	CenturyLink	612E340117 3/1/	Communications	602	Sewer Treatment	$68.40
130285	CenturyLink	612E340101 3/1/	Communications	602	Sewer Treatment	$68.40
130285	CenturyLink	612E340090 3/1/	Communications	602	Sewer Treatment	$68.40
130287	Cintas	470543845	Uniforms	602	Sewer Treatment	$90.23
130287	Cintas	470540528	Uniforms	602	Sewer Treatment	$90.23
130311	Gopher State One-Call	132975	Tickets	602	Sewer Treatment	$83.38
130316	Hennepin Technical Colleg	330803	Respiratory Prot & A Plan	602	Sewer Treatment	$42.00
130324	Leone's Building Service	28098	Cleaning Svc - March 2015	602	Sewer Treatment	$180.31
			Fund Total			$3,341.06
516	City of Anoka	03/18/15	City Utilities	609	Liquor Stores	$1,076.00
516	City of Anoka	03/18/15	City Utilities	609	Liquor Stores	$1,491.16
130271	Adams Pest Control	954459	Pest Control Liq 1	609	Liquor Stores	$21.39
130271	Adams Pest Control	954460	Pest Ctrl - Store 2	609	Liquor Stores	$23.39
130272	American Bottling Compan	5449812210	Merchandise for Resale	609	Liquor Stores	$89.20
130276	Anoka Lions	02/25/2015	Advtsg - Better Value Liquo	609	Liquor Stores	$35.00
130276	Anoka Lions	02/25/2015	Advtsg - Better Value Liquo	609	Liquor Stores	$35.00
130278	Aramark	629-8179227	Mats / Misc	609	Liquor Stores	$40.92
130278	Aramark	629-8178788	Mats/Misc	609	Liquor Stores	$49.01
130278	Aramark	629-8178788	Mats/Misc	609	Liquor Stores	$49.28
130281	Bellboy Corporation	91610700	Merchandise for Resale	609	Liquor Stores	$98.00
130281	Bellboy Corporation	47103700	Merchandise for Resale	609	Liquor Stores	$61.30
130281	Bellboy Corporation	47103700	Merchandise for Resale	609	Liquor Stores	$1.55
130281	Bellboy Corporation	47133900	Merchandise for Resale	609	Liquor Stores	$31.50
130281	Bellboy Corporation	47134000	Merchandise for Resale	609	Liquor Stores	$31.50
130281	Bellboy Corporation	47203200	Merchandise for Resale	609	Liquor Stores	$652.50
130281	Bellboy Corporation	47203200	Merchandise for Resale	609	Liquor Stores	$9.81
130281	Bellboy Corporation	47103600	Merchandise for Resale	609	Liquor Stores	$9.30
130281	Bellboy Corporation	47203300	Merchandise for Resale	609	Liquor Stores	$15.50
130281	Bellboy Corporation	47103600	Merchandise for Resale	609	Liquor Stores	$576.20

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
130281	Bellboy Corporation	91611400	Merchandise for Resale	609	Liquor Stores	$120.34
130281	Bellboy Corporation	9164770	Merchandise for Resale	609	Liquor Stores	$46.74
130281	Bellboy Corporation	47203300	Merchandise for Resale	609	Liquor Stores	$809.93
130282	Bernick's	200351	Merchandise for Resale	609	Liquor Stores	$36.40
130282	Bernick's	200352	Merchandise for Resale	609	Liquor Stores	$543.80
130295	Coca-Cola Bottling Compan	0168095124	Merchandise for Resale	609	Liquor Stores	$207.22
130295	Coca-Cola Bottling Compan	0108332612	Merchandise for Resale	609	Liquor Stores	$341.50
130296	Comcast	0048092 2/27/15	Internet	609	Liquor Stores	$68.78
130299	Dahlheimer Dist Company I	105560 CM	Merchandise for Resale	609	Liquor Stores	($223.30)
130299	Dahlheimer Dist Company I	1146389 CM	Merchandise for Resale	609	Liquor Stores	($14.40)
130299	Dahlheimer Dist Company I	105520	Merchandise for Resale	609	Liquor Stores	$27.70
130299	Dahlheimer Dist Company I	105389	Merchandise for Resale	609	Liquor Stores	$20.40
130299	Dahlheimer Dist Company I	105388	Merchandise for Resale	609	Liquor Stores	$20.40
130299	Dahlheimer Dist Company I	105142	Merchandise for Resale	609	Liquor Stores	$54.00
130299	Dahlheimer Dist Company I	105434 CM	Merchandise for Resale	609	Liquor Stores	($134.40)
130299	Dahlheimer Dist Company I	105074	Merchandise for Resale	609	Liquor Stores	$12.80
130299	Dahlheimer Dist Company I	1146373	Merchandise for Resale	609	Liquor Stores	$7,406.30
130299	Dahlheimer Dist Company I	1146313	Merchandise for Resale	609	Liquor Stores	$42.00
130299	Dahlheimer Dist Company I	1146313	Merchandise for Resale	609	Liquor Stores	$49.20
130299	Dahlheimer Dist Company I	1146313	Merchandise for Resale	609	Liquor Stores	$4,615.33
130299	Dahlheimer Dist Company I	1146310	Dahlheimer Dist Company I	609	Liquor Stores	$8,366.63
130299	Dahlheimer Dist Company I	1146264	Merchandise for Resale	609	Liquor Stores	$3,786.85
130299	Dahlheimer Dist Company I	1146262	Merchandise for Resale	609	Liquor Stores	$104.75
130299	Dahlheimer Dist Company I	105707	Merchandise for Resale	609	Liquor Stores	$314.25
130299	Dahlheimer Dist Company I	1146318 CM	Merchandise for Resale	609	Liquor Stores	($34.00)
130299	Dahlheimer Dist Company I	1146262	Merchandise for Resale	609	Liquor Stores	$552.00
130299	Dahlheimer Dist Company I	1146312 CM	Merchandise for Resale	609	Liquor Stores	($113.60)
130299	Dahlheimer Dist Company I	105487 CM	Merchandise for Resale	609	Liquor Stores	($179.00)
130299	Dahlheimer Dist Company I	105915 CM	Merchandise for Resale	609	Liquor Stores	($185.20)
130301	Day Distributing Company	791337	Merchandise for Resale	609	Liquor Stores	$184.80
130301	Day Distributing Company	792324	Merchandise for Resale	609	Liquor Stores	$15.00
130301	Day Distributing Company	792324	Merchandise for Resale	609	Liquor Stores	$801.45
130301	Day Distributing Company	792317	Merchandise for Resale	609	Liquor Stores	$1,530.27

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
130301	Day Distributing Company	791378	Merchandise for Resale	609	Liquor Stores	$762.85
130304	ECM Publishers	190832	Better Values	609	Liquor Stores	$244.13
130304	ECM Publishers	190832	Better Values	609	Liquor Stores	$244.12
130305	Extreme Beverage	342-526	Extreme Beverage	609	Liquor Stores	$31.40
130313	Granite City Jobbing Co.	848215	Merchandise for Resale	609	Liquor Stores	$877.00
130313	Granite City Jobbing Co.	848215	Merchandise for Resale	609	Liquor Stores	$47.55
130313	Granite City Jobbing Co.	848215	Merchandise for Resale	609	Liquor Stores	$21.47
130313	Granite City Jobbing Co.	847480	Merchandise for Resale	609	Liquor Stores	$58.70
130313	Granite City Jobbing Co.	847480	Merchandise for Resale	609	Liquor Stores	$93.07
130313	Granite City Jobbing Co.	847480	Merchandise for Resale	609	Liquor Stores	$1,879.95
130320	Johnson Bros Wholesale Li	5097683	Merchandise for Resale	609	Liquor Stores	$546.00
130320	Johnson Bros Wholesale Li	5097682	Merchandise for Resale	609	Liquor Stores	$1,745.50
130320	Johnson Bros Wholesale Li	514959	Merchandise for Resale	609	Liquor Stores	($174.24)
130320	Johnson Bros Wholesale Li	5102860	Merchandise for Resale	609	Liquor Stores	$114.29
130320	Johnson Bros Wholesale Li	5097684	Merchandise for Resale	609	Liquor Stores	$133.50
130320	Johnson Bros Wholesale Li	512862	Merchandise for Resale	609	Liquor Stores	$1,192.85
130320	Johnson Bros Wholesale Li	5102865	Merchandise for Resale	609	Liquor Stores	$2,757.45
130320	Johnson Bros Wholesale Li	5102864	Merchandise for Resale	609	Liquor Stores	$1,591.50
130320	Johnson Bros Wholesale Li	5102863	Merchandise for Resale	609	Liquor Stores	$114.29
130320	Johnson Bros Wholesale Li	5102861	Merchandise for Resale	609	Liquor Stores	$1,511.00
130320	Johnson Bros Wholesale Li	5097685	Merchandise for Resale	609	Liquor Stores	$2,597.25
130320	Johnson Bros Wholesale Li	5097686	Merchandise for Resale	609	Liquor Stores	$364.00
130325	M. Amundson LLP	191115	Merchandise for Resale	609	Liquor Stores	$682.41
130325	M. Amundson LLP	191115	Merchandise for Resale	609	Liquor Stores	$280.00
130335	Muzak	51396807	Music Svc - East Store - M	609	Liquor Stores	$59.75
130338	Paustis & Sons	8488441-IN	Merchandise for Resale	609	Liquor Stores	$567.00
130338	Paustis & Sons	8488441-IN	Merchandise for Resale	609	Liquor Stores	$7.00
130339	Phillips Wine & Spirits	2749107	Merchandise for Resale	609	Liquor Stores	$399.00
130339	Phillips Wine & Spirits	2745741	Merchandise for Resale	609	Liquor Stores	$422.75
130339	Phillips Wine & Spirits	2745742	Merchandise for Resale	609	Liquor Stores	$105.00
130339	Phillips Wine & Spirits	2749108	Merchandise for Resale	609	Liquor Stores	$1,112.88
130339	Phillips Wine & Spirits	2749109	Merchandise for Resale	609	Liquor Stores	$1,456.50
130339	Phillips Wine & Spirits	2749110	Merchandise for Resale	609	Liquor Stores	$853.88

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
130343	Presto Graphics	52018	Wine Tasting Flyers/Poster	609	Liquor Stores	$38.12
130343	Presto Graphics	52018	Wine Tasting Flyers/Poster	609	Liquor Stores	$38.11
130346	RJM Distributing Inc.	IND006398	Merchandise for Resale	609	Liquor Stores	$131.95
130346	RJM Distributing Inc.	IND006398	Merchandise for Resale	609	Liquor Stores	$11.25
130346	RJM Distributing Inc.	IND006442	Merchandise for Resale	609	Liquor Stores	$43.75
130346	RJM Distributing Inc.	IND006442	Merchandise for Resale	609	Liquor Stores	$72.00
130352	Southern Wine & Spirits of	1257278	Merchandise for Resale	609	Liquor Stores	$4,006.56
130352	Southern Wine & Spirits of	1259571	Merchandise for Resale	609	Liquor Stores	$4,179.76
130352	Southern Wine & Spirits of	1259570	Merchandise for Resale	609	Liquor Stores	$1,006.00
130352	Southern Wine & Spirits of	1259569	Merchandise for Resale	609	Liquor Stores	$4,209.38
130352	Southern Wine & Spirits of	1257279	Merchandise for Resale	609	Liquor Stores	$2,522.41
130352	Southern Wine & Spirits of	1259572	Merchandise for Resale	609	Liquor Stores	$1,039.44
130358	Thorpe Dist. Company	716472 cm	Merchandise for Resale	609	Liquor Stores	($126.60)
130358	Thorpe Dist. Company	880539	Merchandise for Resale	609	Liquor Stores	$2,228.33
130358	Thorpe Dist. Company	880537	Merchandise for Resale	609	Liquor Stores	$14.75
130358	Thorpe Dist. Company	879224	Merchandise for Resale	609	Liquor Stores	$18.55
130358	Thorpe Dist. Company	879225	Merchandise for Resale	609	Liquor Stores	$3,515.88
130358	Thorpe Dist. Company	880536	Merchandise for Resale	609	Liquor Stores	$156.25
130358	Thorpe Dist. Company	716471 cm	Merchandise for Resale	609	Liquor Stores	($12.40)
130358	Thorpe Dist. Company	00716449	Merchandise for Resale	609	Liquor Stores	($42.60)
130358	Thorpe Dist. Company	877916	Merchandise for Resale	609	Liquor Stores	$6,448.60
130358	Thorpe Dist. Company	877913	Merchandise for Resale	609	Liquor Stores	$34.00
130358	Thorpe Dist. Company	880250	Merchandise for Resale	609	Liquor Stores	$102.25
130358	Thorpe Dist. Company	877915	Merchandise for Resale	609	Liquor Stores	$6,914.10
130358	Thorpe Dist, Company	880535	Merchandise for Resale	609	Liquor Stores	$17.34
130358	Thorpe Dist. Company	880538	Merchandise for Resale	609	Liquor Stores	$1,308.60
130365	Varner Transportation	02/28/2015	Better Valu East	609	Liquor Stores	$589.60
130366	Vintage One Wines, Inc	62913	Merchandise for Resale	609	Liquor Stores	$299.00
130369	Wine Merchants	7019828	Merchandise for Resale	609	Liquor Stores	$360.00
130369	Wine Merchants	7019829	Merchandise for Resale	609	Liquor Stores	$360.00
130370	Wirtz Beverage MN	1080293562	Merchandise for Resale	609	Liquor Stores	$2,622.54
130370	Wirtz Beverage MN	1080293411	Merchandise for Resale	609	Liquor Stores	$3,359.68
130370	Wirtz Beverage MN	1080293411	Merchandise for Resale	609	Liquor Stores	$39.95

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
130370	Wirtz Beverage MN	1080293412	Merchandise for Resale	609	Liquor Stores	$582.00
130370	Wirtz Beverage MN	1080293563	Merchandise for Resale	609	Liquor Stores	$208.00
			Fund Total			$102,588.80
516	City of Anoka	03/18/15	City Utilities	614	Golf	$480.75
516	City of Anoka	03/18/15	City Utilities	614	Golf	$477.92
130269	Ace Solid Waste	617870	Garbage Svc March 2015	614	Golf	$32.83
130269	Ace Solid Waste	617870	Garbage Svc March 2015	614	Golf	$149.90
130285	CenturyLink	7635769728 3/1/	Communications	614	Golf	$29.67
130287	Cintas	470543854	Uniforms	614	Golf	$17.38
130287	Cintas	470540537	Uniforms	614	Golf	$17.38
130316	Hennepin Technical Colleg	330803	Respiratory Prot & A Plan	614	Golf	$21.00
130319	Identisys Inc.	245132	Golf Season Pass Cards	614	Golf	$463.45
130334	MTI Distributing Company	997618-00	Toro Mower	614	Golf	$55,252.24
130334	MTI Distributing Company	998468-00	Parts / Supplies	614	Golf	$68.18
130342	Prestige Flag	394455	Practice Green Cups	614	Golf	$177.40
130354	Superior Tech Products	8010-D	Parts	614	Golf	$414.73
130355	Taylor Made Golf Co Inc	30454581	Clubs for Resale	614	Golf	$331.62
			Fund Total			$57,934.45
130345	Republic Services #899	0899-002623641	Recycling Svc	617	Recycling	$16,667.12
			Fund Total			$16,667.12
516	City of Anoka	03/18/15	City Utilities	701	Vehicle Maintenance	$245.82
130269	Ace Solid Waste	617870	Garbage Svc March 2015	701	Vehicle Maintenance	$49.82
130273	American Tire Distributors	S056843407	Tires #415	701	Vehicle Maintenance	$251.82
130285	CenturyLink	612E340312 3/1/	Communications	701	Vehicle Maintenance	$92.28
130287	Cintas	470540530	Mats / Other	701	Vehicle Maintenance	$103.63
130297	Cottens Automotive	102113	Parts / Supplies	701	Vehicle Maintenance	$22.77
130297	Cottens Automotive	102112	Trailer Wire	701	Vehicle Maintenance	$94.00
130297	Cottens Automotive	101912	Parts / Supplies	701	Vehicle Maintenance	$72.23
130303	East Main Auto & Tire	28378	Maint - Unit 414	701	Vehicle Maintenance	$32.05
130303	East Main Auto & Tire	28366	Maint - Unit 492	701	Vehicle Maintenance	$89.40
130303	East Main Auto & Tire	28362	Repair / Maint	701	Vehicle Maintenance	$684.02
130303	East Main Auto & Tire	28359	Maint - Unit 416	701	Vehicle Maintenance	$159.30
130303	East Main Auto & Tire	28354	Maint - Unit 415	701	Vehicle Maintenance	$24.30

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
130303	East Main Auto & Tire	28474	Maintenance - #416	701	Vehicle Maintenance	$33.19
130303	East Main Auto & Tire	28419	Tire Repair #497	701	Vehicle Maintenance	$26.80
			Fund Total			$1,981.43
130270	Achieve Services, Inc.	8980	On Site - Gary 1/26 - 2/20/1	702	IT	$769.50
130280	Baycom	93473	Arbitrator HD Equipment	702	IT	$25,120.00
130284	CDW Government	SR73112	32Bit Card	702	IT	$12.18
130296	Comcast	0231847 3/3/15	Internet	702	IT	$65.82
130298	Crabtree Companies Inc.	130864	Copier/Printer Maint	702	IT	$32.89
130298	Crabtree Companies Inc.	130864	Copier/Printer Maint	702	IT	$55.09
130298	Crabtree Companies Inc.	130117	Annual Renewal - Laserfich	702	IT	$6,502.00
130298	Crabtree Companies Inc.	130864	Copier/Printer Maint	702	IT	$6.46
130298	Crabtree Companies Inc.	130864	Copier/Printer Maint	702	IT	$20.01
130298	Crabtree Companies Inc.	130864	Copier/Printer Maint	702	IT	$24.00
130363	Tyler Technologies, Inc.	025-116463	Forms Overlay Maint	702	IT	$1,504.80
			Fund Total			$34,112.75
130315	HealthPartners INS	56850938	Health Insurance	715	Insurance	$49,602.59
130322	League of Minn Cities	29371	Workers Comp Insurance	715	Insurance	$37,075.50
130322	League of Minn Cities	0200007034	Claim C0036252	715	Insurance	$581.71
			Fund Total			$87,259.80
516	City of Anoka	03/18/15	City Utilities	801	Youth First	$66.93
130293	City of Ramsey	22017	Youth First Utilities	801	Youth First	$415.74
130302	Document Technology Solu	03/02/2015	Youth First Jan-Feb 2015	801	Youth First	$146.00
130372	Youth First	03/02/2015	Youth First Checkbook	801	Youth First	$105.00
130372	Youth First	03/02/2015	Youth First Checkbook	801	Youth First	$1.19
130372	Youth First	03/02/2015	Youth First Checkbook	801	Youth First	$250.08
			Fund Total			$984.94
130274	Anoka Co Property Record	02/17/2015	Truth in Taxation / Assess	840	Central Business	$492.31
130274	Anoka Co Property Record	02/17/2015	Truth in Taxation / Assess	840	Central Business	$1,953.91
			Fund Total			$2,446.22
130274	Anoka Co Property Record	02/17/2015	Truth in Taxation / Assess	845	Business Core	$1,710.31
			Fund Total			$1,710.31
			Grand Total			$2,406,552.32

COUNCIL MEMO FORM

6.2

Meeting Date	March 16, 2015
Agenda Section	Consent Agenda
Item Description	Monthly Council Calendars
Submitted By	Amy Oehlers, City Clerk

CONSENT AGENDA

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

BACKGROUND INFORMATION

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

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

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

ANOKA CITY COUNCIL CALENDAR

Monday	02	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Monday	09	City Council Executive Session	Green Haven Golf Course & Event Center, 2800 Greenhaven Rd	4:30 p.m. – 5:30 p.m.
Monday	09	City Council Joint Mtg with City of Dayton	Green Haven Golf Course & Event Center, 2800 Greenhaven Rd, Anoka	5:30 p.m.
Monday	09*	Anoka Charter Commission Mtg	Council Worksession Roomm	6:00 p.m.
Friday	13*	Annual Mayors Prayer Breakfast	Green Haven Golf Course & Event Center, 2800 Greehaven Rd, Anoka	7:15 a.m.
Monday	16	City Council Worksession	Council Worksession Room	5:00 p.m.
Monday	16*	Walker Plaza Neighborhood Mtg	Walker Plaza, 131 Monroe St, Anoka	6:30 p.m. – 8:00 p.m.
Monday	16	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Wednesday	18*	Anoka Enterprise Park Annual Mtg	Green Haven Golf Course & Event Center, 2800 Greenhaven Rd, Anoka	12:00 p.m.
Thursday	26	"Spring Fever" Employee Lunch	City Hall Community Room	11:00 a.m. – 12:30 p.m.

ANOKA CITY COUNCIL CALENDAR

Monday	06	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Monday	13	Joint Mtg with City of Ramsey	Ramsey City Hall 7550 Sunwood Dr NW, Ramsey-MN	???TBD
Thursday	16*	Anoka Board/Commission Appreciation Event	Green Haven Golf Course & Event Center, 2800 Greenhaven Rd, Anoka	5:00 p.m. – 7:00 p.m.
Monday	20	Anoka Board of Appeals & Equalization Mtg	City Hall Council Chambers	5:30 p.m.
Monday	20	Regular Meeting/City Council	City Hall Council Chambers	7:00 p.m.
Monday	27	City Council Worksession	Green Haven Golf Course & Event Center, 2800 Greenhaven Rd, Anoka	5:00 p.m.
Monday	27	City of Anoka Open House; RE: Organized Solid Waste Collection	Green Haven Golf Course & Event Center, 2800 Greenhaven Rd, Anoka	6:00 p.m. – 8:00 p.m.
Tuesday	28*	Police Dept Awards Ceremony	Anoka Public Safety Cetner	6:00 p.m. – 7:00 p.m.

COUNCIL MEMO FORM

6.3

Meeting Date	March 16, 2015
Agenda Section	Consent Agenda
Item Description	Issuance of Massage Therapist License; Brock Winspear @ Q-Salon & Spa, 3507 Round Lake Blvd
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

Brock Winspear of Ramsey has applied for a Massage Therapist license to provide services at Q-Salon & Spa, 3507 Round Lake Blvd.

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

FINANCIAL IMPACT

$25.00 investigation fee, $125 annual fee.

COUNCIL ACTION REQUESTED

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

COUNCIL MEMO FORM

7.1.A

Meeting Date	March 16, 2015
Agenda Section	Planning Commission
Item Description	RES/Conditional Use Permit; 306 W. Main Street
Submitted By	Crystal Paumen, City Planner

BACKGROUND INFORMATION:

The applicants Telisha Lindsey and Karl L McKenzie Jr. have applied for a conditional use permit for an auto repair shop at the property located at 306 W. Main Street. The property is zoned Main Street Mixed Use, West Main sub-district. Automobile repair is considered a conditional use in this zoning district. The property is currently vacant. It was most recently used by Forced Heating and Air.

Hours of operation will be Monday through Friday 8:00am to 6:00pm, Saturday 8:00am to 4:00pm and Sunday closed. There will be four employees. The building is 2,400 square feet.

The Planning Commission held a public hearing on March 3rd and recommended approval with the fourteen conditions as noted in the Resolution. Conditions include site improvements such as striping and signing the parking stalls, installing a gate on the existing trash enclosure, installing a six-foot wood privacy fence on the south property line to replace the four-foot chain link fence for screening, and getting a sign permit.

A sign was installed on the premises without a permit and this is being handled administratively through the Administrative Citation Process. They also were conducting business in the building prior to going through the conditional use permit process. After discussing this with the applicants, to our knowledge they have ceased business operations at this time.

Further analysis is included in the Planning Commission staff report.

FINANCIAL IMPACT:

COUNCIL REQUESTED ACTION:

Adopt the Resolution.

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

CITY OF ANOKA, MINNESOTA
RESOLUTION

RES-2015-XX

CONDITIONAL USE PERMIT
306 W. MAIN STREET

WHEREAS, the applicants Telisha Lindsey and Karl L McKenzie Jr. have applied for a conditional use permit for an auto repair shop at the property located at 306 W. Main Street, legally described as follows:

Lot 4 Auditors Subdivision No 154

WHEREAS, the property is zoned Main Street Mixed Use, West Main sub-district; and

WHEREAS, Anoka City Code Chapter 74, Article V, Division 5, Section 74-265 requires a conditional use permit for automobile repair; and

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

WHEREAS, the Planning Commission held a public hearing for this item on March 3, 2015 and recommended approval of the conditional use permit with the following findings; and

1. The building was built in 1984. The building is considered a non-conforming structure since it is greater than 25 feet from the front property lines adjacent to Main Street. The property also exceeds the maximum impervious surface coverage of 85% as a majority of the site is covered by hard surface. The property was zoned B-1 Highway Business in 1984 and rezoned in 2007.
2. No exterior changes are planned for the building. There is an existing trash enclosure on the property that needs a gate. A six-foot privacy fence shall be constructed along the south property line to provide screening of the site to replace the four-foot chain link fence.
3. All necessary permits required to proceed with the project will be part of the conditions of approval.
4. Three new signs have been proposed for the site that complies with the City Code: two signs for the building and one sign in the existing pylon frame. All signs will require a sign permit prior to installation and comply with the standards in the City Code.

5. City Code requires six parking spaces plus one parking space for each 500 square feet of floor areas over 1,000 square feet. Based on the current size of the building of 2400 square feet, nine parking stalls are required. The stalls will need to be striped. Each parking stall shall be a minimum of 9 feet by 18 feet for 90˚ parking.
6. The road servicing the use or activity must be of sufficient design to accommodate the proposed use or activity, and such use or activity shall not generate such additional extra traffic as to create a nuisance or hazard to existing traffic or surrounding land use. The site has two existing accesses: one of West Main Street and one off Franklin Lane. The proposed use will generate minimum traffic and will not have an adverse effect to the neighboring businesses or residential buildings.
7. All access roads, driveways, parking areas, and outside storage, service, or sales areas shall be surfaced or grassed to control dust and erosion. The parking areas, access roads, and driveways are paved.
8. The use is entirely within the building. Outside storage is prohibited.
9. No exterior lighting is proposed to change as a result of the use.
10. No site alterations to drainage or grading are being proposed.
11. There will be no exterior changes made to the building. The conditions required in the CUP will prevent any blighting influence to neighboring properties.
12. The existing services are adequate for the proposed use.
13. The use is listed as allowed with a conditional use permit. The conditions required in the CUP will prevent any blighting influence to neighboring properties.

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

1. No outside storage, display or sale of materials is allowed. Any existing storage needs to be removed upon verification of the property line.
2. Any new signage must comply with the standards in the City Code. The sign needs to be spelled correctly and removed or covered until a permit is in place.
3. The trash dumpster shall be located either in the garage or screened from adjacent property and from public view with a six-foot high solid and finished masonry wall with closeable gates and cannot be located in a designated parking stall. A gate of similar materials and color of the building shall be constructed on the existing trash enclosure by March 30, 2015.
4. All parking stalls shall be striped and signed for the auto repair business only, according to the site plan and standards set forth in the City Code. All vehicles on the lot shall be located in a designated parking stall. A total of nine parking stalls shall be provided that meet the minimum size requirement of 9 feet by 18 feet for 90˚ parking including one handicap stall. This item shall be completed by June 1, 2015, but may be extended by city staff, weather permitting.
5. A six-foot wood privacy fence shall be constructed along the south property line to provide screening of the site from the neighboring residential property to replace the four-foot chain link fence. This item shall be completed by June 1, 2015, but may be extended by city staff, weather permitting.
6. All lighting must be designed so the direct source of light is not visible from adjacent residential properties.

7. The parking, keeping, storage or accumulation of junk motor vehicles shall be prohibited. A junk vehicle means any motor vehicle as defined in Minn. Stats 169.01, subd. 3, part of a motor vehicle, or former motor vehicle stored which is (1) unusable or inoperable because of lack of or defects in component parts; (2) damage from collision, deterioration, or otherwise; (3) beyond repair, and therefore, not intended for future use as a motor vehicle; (4) being retained on the property for possible use of salvageable parts; or (5) is not properly and currently licensed for operation.
8. All vehicles waiting for repair or pick-up shall be stored on the site within an enclosed building or in parking spaces in compliance with Section 74-266.
9. All vehicles parked or stored on site shall display a current license plate with a current license tab.
10. No more than three (3) midsized or smaller vehicles and/or trailers may be stored overnight and shall not be allowed as a stored vehicle by definition. Such vehicles must be used primarily for business related purposes of the business located on the property.
11. All repairs shall be performed within a completely enclosed building.
12. No use other than automobile repair may occur on the property, subject to a conditional use permit amendment. The sales of vehicles shall be prohibited.
13. Materials not related to the business are prohibited from being stored on the site. The site shall be kept in an orderly manner and free of trash, debris, and other unsightly materials.
14. The Conditional Use Permit shall be subject to termination conditions outlined in Chapter 74, Article IV, Division 2, Section 74-117.

NOW, THEREFORE, BE IT RESOLVED that based on the findings above, the Anoka City Council hereby approves the conditional use permit for automobile repair at 306 W. Main Street with the conditions as recommended by the Planning Commission.

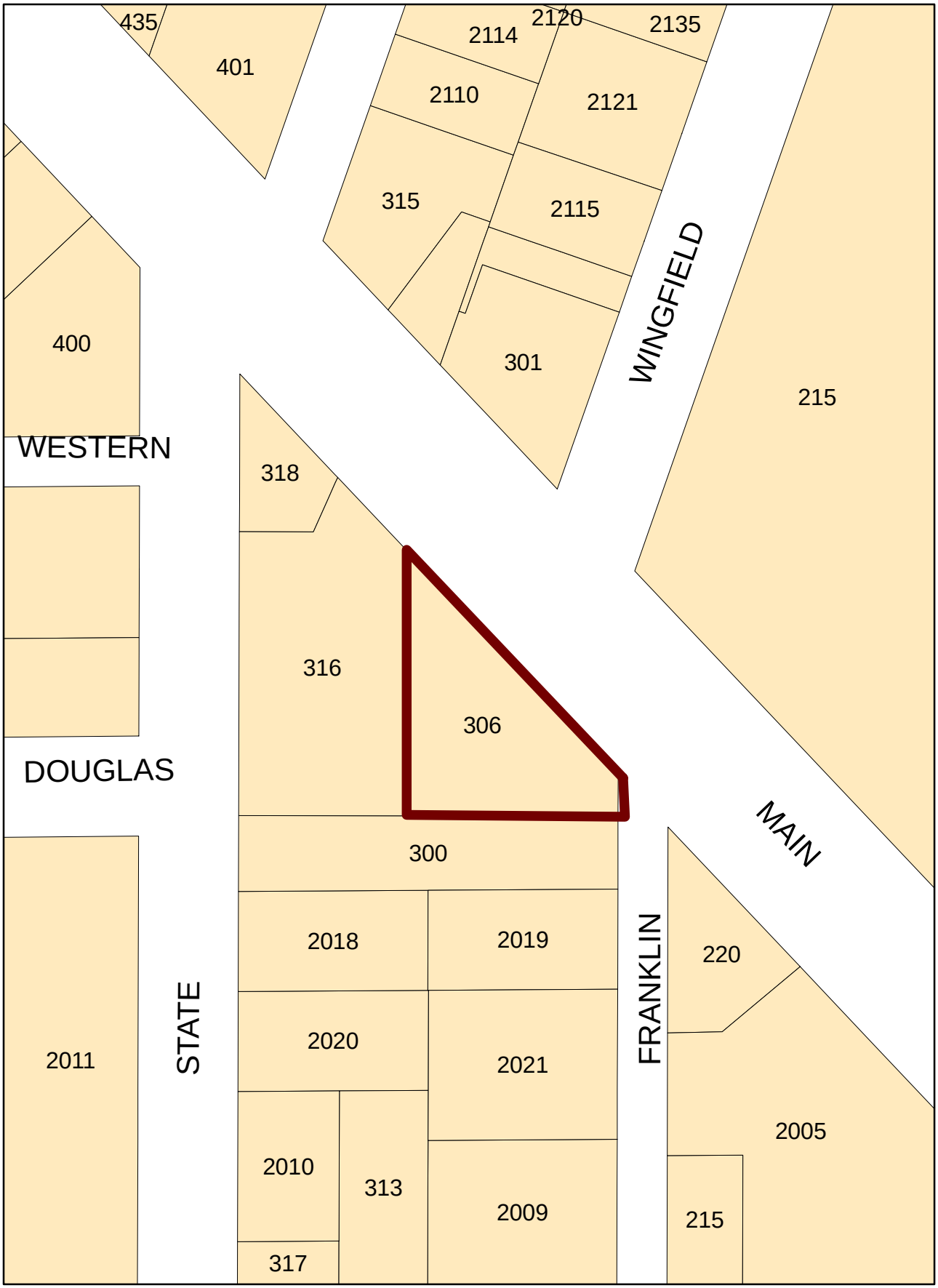
Adopted by the Anoka City Council this the 16th day of March 2015.

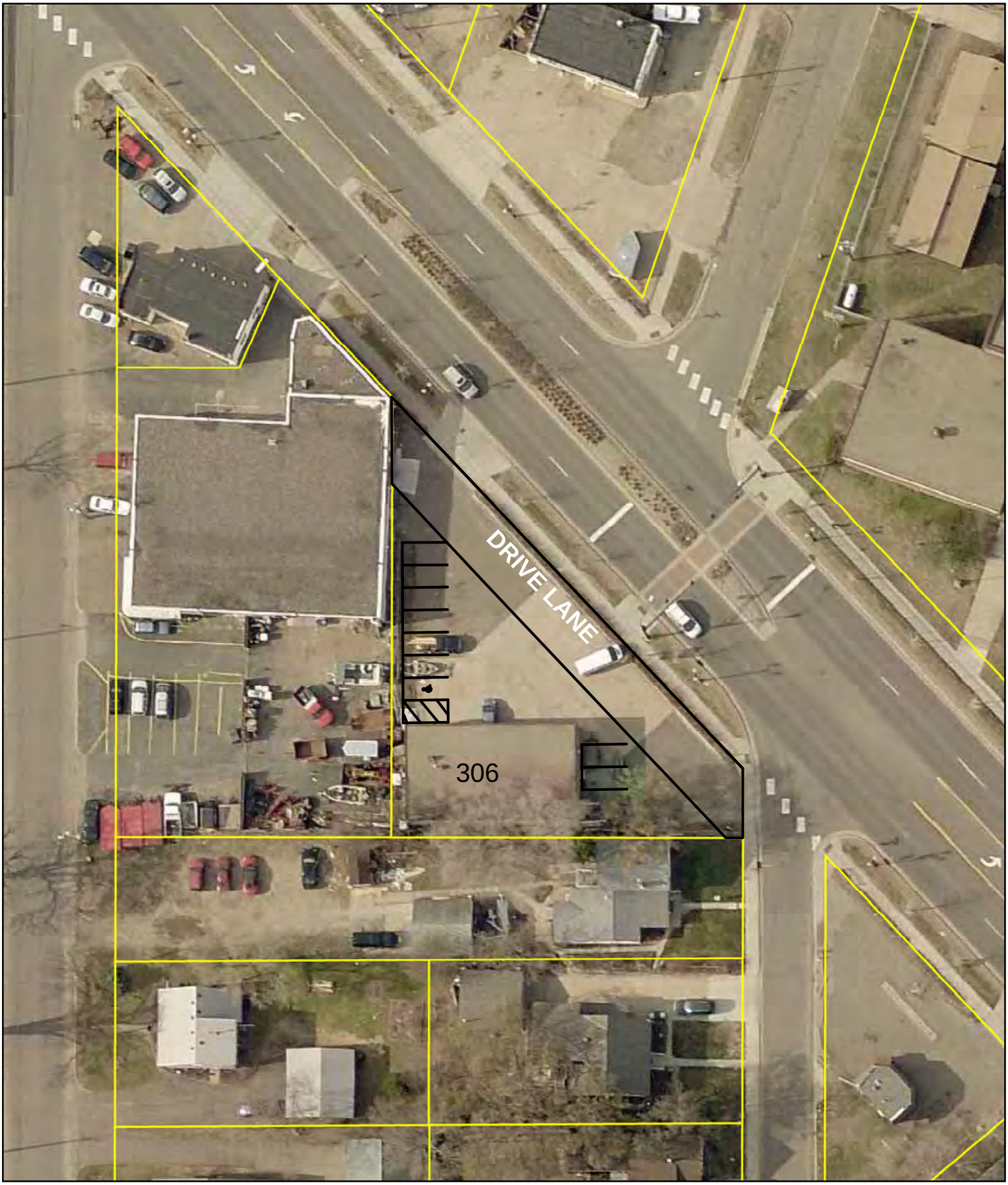
ATTEST:

_____ _____

Amy T. Oehlers, City Clerk Phil Rice, Mayor

Site Location





ANOKA
REAL. CLASSIC.

PARKING STALLS = 8
HANDICAP STALLS = 1
TOTAL STALLS = 9

N

306 W. MAIN STREET
PRELIMINARY PARKING LOT

CITY OF ANOKA

1504332

COUNCIL MEMO FORM

7.1.B

Meeting Date	March 16, 2015
Agenda Section	Planning Commission
Item Description	ORD/ Rezoning; Rum River Shores North (2nd reading)
Submitted By	Crystal Paumen, AICP, City Planner

BACKGROUND INFORMATION:

The first reading was held on August 18, 2014 in conjunction with the preliminary plat for Rum River Shores North.

Landmark Development of Anoka is requesting 33 acres of developable land be rezoned from B-5 Regional Business to R-1 Single Family Residential. The proposed use directly supports the City's goals to provide a balance of various housing types to serve life cycle housing needs in the City and retain upwardly mobile families and empty nesters who are leaving the City for lack of housing choices. The proposed location also creates a neighborhood where people will want to live with surrounding amenities (library, Anoka Nature Preserve, neighborhood community pool, trails, etc.) Residential is also a suitable land use adjacent to existing large lots in Andover and the Anoka Nature Preserve.

The Planning Commission held a public hearing for this item on August 5, 2014 and recommended approval of the proposed rezoning.

FINANCIAL IMPACT:
NA

COUNCIL REQUESTED ACTION:

Hold the second reading and adopt the ordinance.

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

CITY OF ANOKA, MINNESOTA
ORDINANCE

ORD-2015-XXXX

AN ORDINANCE AMENDING CHAPTER 74, ARTICLE III, SECTION 74-62 OF THE ANOKA CITY CODE REGARDING THE CITY OF ANOKA ZONING MAP.

The Council of the City of Anoka ordains:

SECTION 1. This ordinance applies to the subject properties and legally described as follows:

Block 1, Rum River Shores North
Block 2, Rum River Shores North
Block 3, Rum River Shores North
Block 4, Rum River Shores North
Outlot D, Rum River Shores North
Outlot E, Rum River Shores North
Outlot F, Rum River Shores North

SECTION 2. The City Council finds in support of rezoning the parcels described in Section One of this ordinance.

SECTION 3. The subject properties listed in SECTION 1 shall hereafter have the zoning classification of R-1 Single Family Residential District apply to them.

SECTION 4. The Zoning Administrator is hereby authorized and directed to record said amendments to the Official Zoning Map

SECTION 5. This Ordinance shall be in full force and effective upon passage and seven (7) days after publication.

ATTEST:

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

_____
Phil Rice, Mayor

_____
Amy T. Oehlers, City Clerk

	Aye	Nay	Abstain	Absent
Rice				
Anderson				
Freeburg				
Schmidt				
Weaver				

Exhibit A

CITY OF ANOKA
REAL. CLASSIC.

March 6, 2015

Tracey Rust
7599 Anagram Drive
Eden Prairie, MN 55344

RE: Final Plat application Rum River Shores North

Dear Ms. Rust,

The City is in receipt of the plans for final plat for Rum River Shores North on February 12, 2015. Per State Statute 15.99, your application is deemed complete; however staff has reviewed the plans and has the following comments on the proposal. Please provide a point by point response letter addressing the comments. The final plat application is on the City Council agenda for Monday, March 16th. The comments below will be conditions of approval and shall be addressed through technical review by city staff, its consultants, and Lower Rum River Water Management Organization.

Final Plat

1. The boundary of Outlot B should be extended north along the conservation boundary in the northwest corner of the site. Outlot F should be redrawn accordingly.
2. Please provide a legal description of that part of the road right of way with the conservation easement that is not a road. Please contact Crystal Paumen if you have questions on this.
3. The developer must submit electronic as-built surveys of all homes to the City of Anoka Planning Department.
4. The development will be required to pay park dedication fees in lieu of accepting dedication of land at the time of final plat. The fee as adopted in the Anoka Master Fee Schedule is $2,543 per unit.
5. Lot 1, Block 2 appears to not meet the minimum lot width of 75 at the building line.
6. Lot 1 and Lot 7, Block 3 appear to not meet the minimum lot depth of 140 feet for double frontage lots.
7. The back to back 100-year event for the land lock infiltration basins on lots backing up to County Road 7 need a drainage and utility easement.
8. Lot 8, Block 2 rear yard drainage and utility easement needs to be 20 feet, not 15 feet.
9. The cross drainage areas over Lots 9-13, Block 3 shall be covered by a minimum 20 foot wide easement over center of swale.

Architectural Standards

10. No more than one single-family dwelling with the same exterior configuration can be erected on any five abutting, contiguous, successive or adjoining lots. This shall be approved administratively through the building permit process.

Park and Recreation

11. A bathhouse/mechanical building is not shown on the plans. For future construction, it will need a building permit and the City will consider the bathhouse as an accessory building to the rest of the development. The setbacks for the accessory building are 25 feet front yard setback and 5 feet side yard setback.
12. Outdoor private residential swimming pools shall be protected by a fence, wall or building or other enclosure or any combination thereof. All fence openings or points of entry into the pool area enclosure shall be equipped with gates. The fence and gates shall be at least four feet in height. All gates shall be equipped with self-closing and self-latching devices placed at the top of the gate or otherwise inaccessible to small children and provided with hardware for permanent locking devices. The openings between the bottom of the fence and the ground surface shall not be more than four inches.
13. There should be an 8 foot clear distance around the playground footprint. An infiltration area or retaining wall shall not be located within the 8 foot area.

Stormwater Management

14. Is there a retaining wall around Infiltration Area 5? If so, the retaining wall should be located on private property and not on the park property. Can the Infiltration Area 5 not encroach on the park property?

Utilities, Grading, and Fire

15. Fire apparatus access roads 26 feet wide to 32 feet wide shall be posted on one side of the road no parking, fire lane. The streets within the development are 30 feet wide. The streets will need to be posted no parking on one side.
16. Submit a detailed grading plan of the entire Outlot A including the calculations of anticipated cubic yards of material to be removed. All topsoil must be salvaged and replaced on Outlot A at the current depth. Soil borings may be required.
17. The alignment of the future trail along 7th Avenue must be shown and provide final trail cross sections (see attachment).
18. The final plat and associated documents including the review of the County's stormwater has been forwarded to the Anoka County Highway Department for their review. The City has not received comments from them yet.
19. Improvements within the Anoka County right-of-way require necessary County permits. The Anoka County Highway Department Engineering Plan Review process will apply to this site.
20. Technical review is underway of final plans including but not limited to grading, utility, and stormwater modeling. Final utility and construction plans shall be approved by the City Public Services Department.
21. All city-owned infrastructure must meet current city standards if designed and built by Developer.
22. The City is awaiting confirmation about the right of way along 7th Avenue from Anoka County.
23. Provide details for on-street parking by pool (see attachment).

If you have any questions, please contact me at 763-576-2728.

Sincerely,

Crystal Paumen

Crystal Paumen, AICP
City Planner
City of Anoka

COUNCIL MEMO FORM

7.1.C

Meeting Date	March 16, 2015
Agenda Section	Planning Commission
Item Description	RES; Final Plat; Rum River Shores North
Submitted By	Crystal Paumen, ACIP, City Planner

BACKGROUND INFORMATION:

Tracey Rust of Ryland Homes is requesting final plat approval for a 67 single family lot subdivision, one swimming pool lot and six outlots. The plat is approximately 53 acres with 33 acres retained for the single family development. The lots range in size from 10,171 square feet to 19,706 square feet with the average lot size as 13,202 square feet.

There are six outlots proposed for the plat.
1. Outlot A: retained by the City for future regional business
2. Outlot B: Anoka Nature Preserve, City owned
3. Outlot C: Anoka Nature Preserve, City owned
4. Outlot D: stormwater pond, Developer owned
5. Outlot E: park, City owned
6. Outlot F: trails, City owned

The preliminary plat was approved by the City Council on August 18, 2014.

Final plans including but not limited to grading, utility, and stormwater management shall be approved by the City Public Services Department. The comments in the staff letter dated March 6th need to be addressed before the final plat is recorded including adding addition drainage easements and two lots adjusted to meet the minimum lot depth as required by the City Code. The Resolution enclosed includes conditions of approval.

The Developer anticipates starting grading April 1st.

FINANCIAL IMPACT:

The City is responsible for trail construction costs and water main construction along 7th Avenue.

COUNCIL REQUESTED ACTION:
Adopt the resolution approving the final plat for Rum River Shores North.

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

CITY OF ANOKA, MINNESOTA
RESOLUTION

RES-2015-XX

FINAL PLAT APPROVAL
RUM RIVER SHORES NORTH

WHEREAS, Tracey Rust of Ryland Homes has requested to plat the 53-acre site generally located west of 7th Avenue, north of County Road 116, and east of the Rum River. The plat creates 67 single-family lots, one swimming pool lot, and six outlots. The parcels created will be legally described as follows:

Lots 1-12, Block 1, Rum River Shores North
Lots 1-11, Block 2, Rum River Shores North
Lots 1-16, Block 3, Rum River Shores North
Lots 1-29, Block 4, Rum River Shores North
Outlot A, B, C, D, E, and F

WHEREAS, the property has been rezoned to R-1 Single Family Residential; and

WHEREAS, the City of Anoka will receive $2,543 per unit for park dedication fees at the time of final plat; and

WHEREAS, the Final Plat is in significant agreement with the Preliminary Plat that was approved by the Anoka City Council on August 18, 2014 and the plat shall meet all the requirements of the Subdivision (Chapter 54) and Zoning (Chapter 74) ordinances upon compliance with the conditions of approval.

NOW, THEREFORE, BE IT RESOLVED that the Anoka City Council hereby approves the final plat for Rum River Shores North in accordance with relevant City Codes, contingent upon compliance with conditions of approval for the preliminary plat (RES-2014-092), the property being rezoned, and the following conditions:

1. The Developer shall enter into a development agreement with the City of Anoka upon final plat approval.

2. A final plat must be submitted to the City of Anoka Planning Department and approved by the City Council within 12 months of preliminary plat approval.

3. The Developer shall comply with the LRRWMO approval and permit for the drainage, grading and erosion control.

4. Improvements within the Anoka County right-of-way require necessary County permits. The Anoka County Highway Department Engineering Plan Review and Permit process will apply to this site. Contact Anoka County.

5. The Developer must submit electronic as-built surveys of all homes to the City of Anoka Engineering Department.

6. The Developer will need to enter into a storm water facility maintenance agreement with the City as a condition of approval for the plat for long-term maintenance of the storm water system for the site. The City reserves the right to inspect and enforce storm water rules and maintenance of the facilities on the site.

7. No more than one single-family dwelling with the same exterior configuration can be erected on any five abutting, contiguous, successive or adjoining lots. This shall be approved administratively through the building permit process.

8. Final plans including, but not limited to grading, utility, and stormwater management shall be approved by the City Public Services Department.

9. The development will be required to pay park dedication fees at the time of final plat. The fee as adopted in the Anoka Master Fee Schedule is $2,543 per unit.

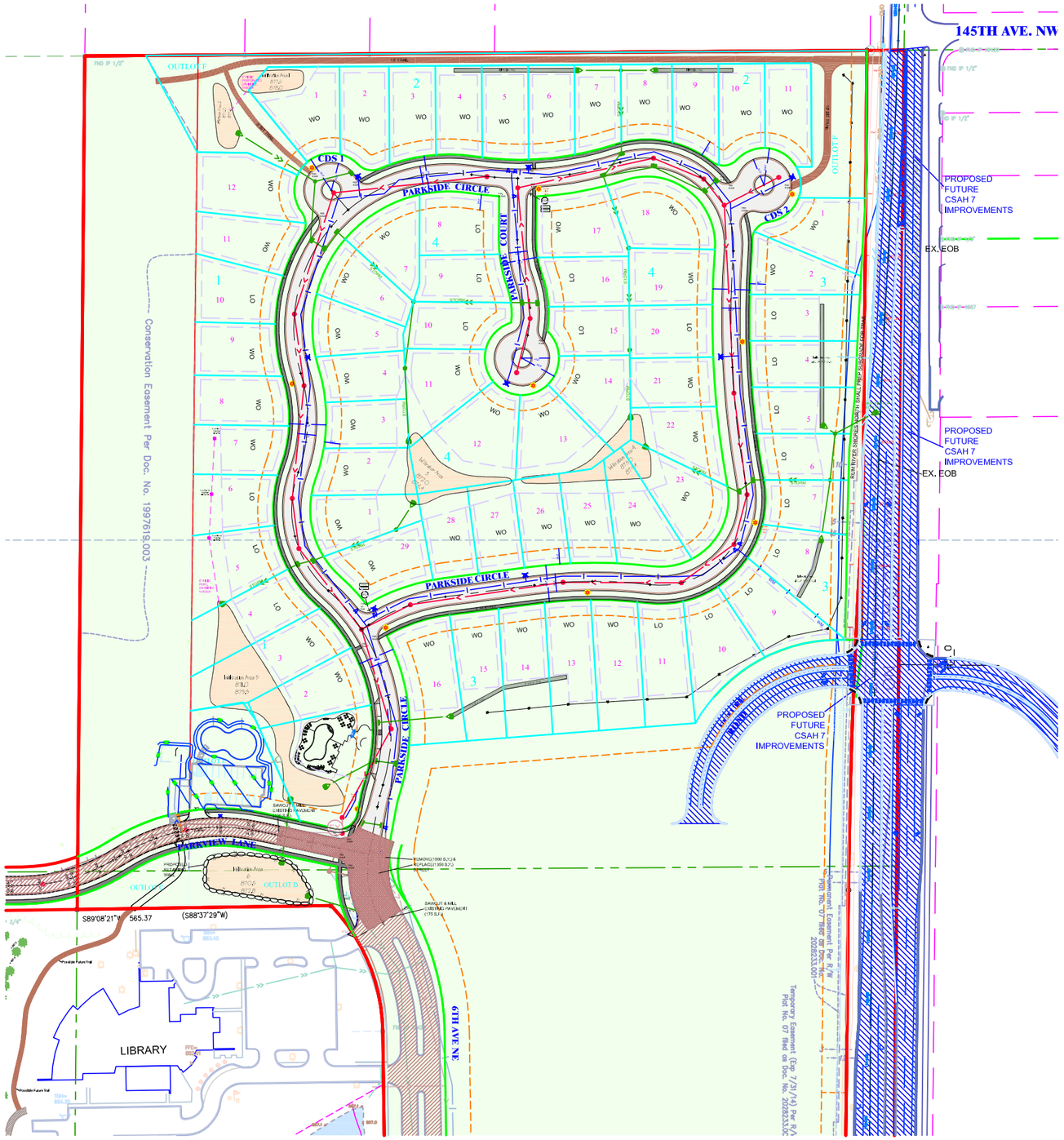
10. Final plans shall be revised to address city staff comments in the letter dated March 6, 2015 hereto attached as Exhibit A and the Developer shall grant any other trail easements that may be needed along 7th Avenue.

Adopted by the Anoka City Council this 16th day of March 2015.

ATTEST:

_____ _____

Amy T. Oehlers, City Clerk Phil Rice, Mayor



LOCATION MAP

SHEET INDEX TABLE

SHEET	Description
1	TITLE SHEET
2-5	FINAL STREET PLAN
6-9	FINAL WATERMAIN AND SANITARY SEWER PLAN
10-13	FINAL STORM SEWER PLAN
14-17	FINAL GRADING PLAN
18	FINAL EROSION CONTROL PLAN
19-21	CITY DETAILS

PREPARED BY	PREPARED FOR
ENGINEER SATHRE-BERGQUIST, INC. 150 SOUTH BROADWAY WAYZATA, MINNESOTA 55391 PHONE: (952) 476-6000 FAX: (952) 476-0104 CONTACT : ROBERT S. MOLSTAD, P.E. EMAIL: MOLSTAD@SATHRE.COM	DEVELOPER RYLAND HOMES 7599 ANAGRAM DRIVE EDEN PRAIRIE, MN 55344 CONTACT: DREW HAGEMAN PHONE: (952) 229-6046 EMAIL: DHAGEMAN@RYLAND.COM

NORTH

100 50 0 50 100 200
SCALE IN FEET

R1 District
Lots 10,000 sf / 75' min width

Total Lot Count - 62 Lots (Single Family)

60' ROW (30' B-B Street)
Fysb - 25 feet
Sysb - 5 / 10 feet
Rysb - 25 feet

EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISIONS
RSS NORTH BASE				
DRAWN BY				
ERJ				
CHECKED BY				
RSM				
DATE				
05/23/14				

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I HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Robert S. Molstad

ROBERT S. MOLSTAD, P.E.
Date: 01/08/15 Lic. No. 26428

ENGINEERS SURVEYORS DESIGNERS PLANNERS

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.

ANOKA, MINNESOTA

TITLE SHEET
RUM RIVER SHORES NORTH
RYLAND HOMES

FILE NO.
49368-016

1 / 21

49368-016 Rum River Shores North

RUM RIVER SHORES NORTH

City of Anoka
County of Anoka
Sec.30, Twp.32, Rng.24

KNOW ALL PERSONS BY THESE PRESENTS: That The Ryland Group, Inc., a Maryland Corporation, fee owner of the following described property:

The Northeast Quarter of the Southwest Quarter of Section 30, Township 32, Range 24, Anoka County, Minnesota.

AND

That part of the Southeast Quarter of the Southwest Quarter of Section 30, Township 32, Range 24, Anoka County, Minnesota, lying North of of the Northerly right-of-way line of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NUMBER 31, except that part described as follows: Commencing at the southeast corner of said Southwest Quarter, thence North 00 degrees 00 minutes 03 seconds West assumed bearing, along the east line of said Southwest Quarter, a distance of 668.74 feet to the intersection with the northerly right-of-way line of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NUMBER 31; thence South 88 degrees 37 minutes 29 seconds West, along said northerly right-of-way line a distance of 805.93 feet; thence westerly along said northerly right-of-way line on a tangential curve, concave to the south, having a radius of 1984.86 feet, a central angle of 00 degrees 24 minutes 06 seconds, a distance of 13.91 feet to the actual point of beginning of the land to be described; thence North 01 degree 22 minutes 31 seconds West, not tangent with last said curve, a distance of 395.84 feet; thence northwesterly along a tangential curve concave to the southwest, having a radius of 300.00 feet, a central angle of 42 degrees 54 minutes 13 seconds, a distance of 224.64 feet; thence South 88 degrees 37 minutes 29 seconds West, not tangent with last said curve, a distance of 565.37 feet, to the northeast corner of RUM RIVER SHORES, according to the recorded plat thereof, Anoka County, Minnesota; thence South 01 degrees 22 minutes 31 seconds East a distance of 712.80 feet, along the east line of said RUM RIVER SHORES to the northerly right-of-way line of said ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NUMBER 31; thence northeasterly on said northerly right-of-way line along a non tangential curve concave to the south having a radius of 1984.86 feet, a central angle of 19 degrees 00 minutes 21 seconds, and a chord which bears North 78 degrees 43 minutes 13 seconds East, a distance of 658.40 feet to point of beginning.

AND

That part of the Southwest Quarter of the Southwest Quarter and that part of the Northwest Quarter of the Southwest Quarter of Section 30, Township 32, Range 24, Anoka County, Minnesota, described commencing at the southeast corner of said Southwest Quarter, thence North 00 degrees 00 minutes 03 seconds West assumed bearing, along the east line of said Southwest Quarter, a distance of 668.74 feet to the intersection with the northerly right-of-way line of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NUMBER 31; thence South 88 degrees 37 minutes 29 seconds West, along said northerly right-of-way line a distance of 805.93 feet; thence westerly along said northerly right-of-way line on a tangential curve, concave to the south, having a radius of 1984.86 feet, a central angle of 00 degrees 24 minutes 06 seconds, a distance of 13.91 feet; thence North 01 degree 22 minutes 31 seconds West, not tangent with last said curve, a distance of 395.84 feet; thence northwesterly along a tangential curve concave to the southwest, having a radius of 300.00 feet, a central angle of 42 degrees 54 minutes 13 seconds, a distance of 224.64 feet; thence South 88 degrees 37 minutes 29 seconds West, not tangent with last said curve, a distance of 565.37 feet, along a line to hereinafter be referred to as Line "A", to the northeast corner of RUM RIVER SHORES according to the recorded plat thereof, Anoka County, Minnesota, said corner being the point of beginning of the parcel to be described; thence North 75 degrees 05 minutes 08 seconds West, along a northerly line of said RUM RIVER SHORES, a distance of 120.00 feet to an angle point in said north line; thence South 85 degrees 50 minutes 02 seconds West, continuing along a northerly line of said RUM RIVER SHORES, a distance of 27.54 feet to the northeast corner of Lot 1, Block 2 said RUM RIVER SHORES; thence northeasterly a distance of 121.05 feet along a non-tangential curve, concave to the southeast, having a radius of 155.00 feet, a central angle of 44 degrees 44 minutes 47 seconds and a chord which bears North 66 degrees 45 minutes 53 seconds East for 118.00 feet; thence North 89 degrees 08 minutes 16 seconds East, tangent to the last described curve, a distance of 101.96 feet; thence northeasterly a distance of 91.67 feet, along a tangential curve, concave to the northwest, having a radius of 270.00 feet and a central angle of 19 degrees 27 minutes 13 seconds to the east line of said Northwest Quarter of the Southwest Quarter; thence South 00 degrees 31 minutes 02 seconds West, along said east line and its southerly extension, a distance of 85.34 feet to said Line "A"; thence westerly along said Line "A" to point of beginning.

Has caused the same to be surveyed and platted as RUM RIVER SHORES NORTH and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown on this plat.

In witness whereof said The Ryland Group, Inc., a Maryland Corporation has caused these presents to be signed by its proper officer this _____ day of _____, 2015.

Signed: The Rlyand Group, Inc.

By:_____ Its: Operation Vice President

STATE OF MINNESOTA, COUNTY OF _____

This instrument was acknowledged before me this _____day of _____, 2015.

By: Michael W. DeVoe Its: Operation Vice President of The Ryland Group, Inc., a Maryland Corporation

_____ My Commission Expires: _____ _____
Notary Public, Minnesota Print Name

SURVEYORS CERTIFICATE

I David B. Pemberton do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 2015.

_____
David B. Pemberton, Licensed Land Surveyor
Minnesota License No. 40344

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____day of _____, 2015 by David B. Pemberton.

_____ My Commission Expires: _____ _____
Notary Public, Hennepin County, Minnesota Print Name

CITY OF ANOKA, PLANNING COMMISSION

Be it know that at a meeting held on this _____ day of _____, 2015, the Planning Commission of the City of Anoka, Minnesota, did hereby review and approve this plat of RUM RIVER SHORES NORTH.

Planning Commission, City of Anoka, Minnesota.

By:_____, Chairman By:_____, Secretary

CITY COUNCIL, CITY OF ANOKA, MINNESOTA

This plat of RUM RIVER SHORES NORTH was approved and accepted by the City Council of the City of Anoka, Minnesota at a regular meeting thereof held this _____ day of _____, 2015, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By:_____, Mayor By:_____, Clerk

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 2015.

_____
Larry D. Hoium, Anoka County Surveyor

NORTH

150 75 0 75 150 300
SCALE IN FEET
1 INCH = 150 FEET

○ Denotes a 1/2 inch by 14 inch iron pipe set in the ground and marked by License No. 40344

● Denotes a Found Iron Monument

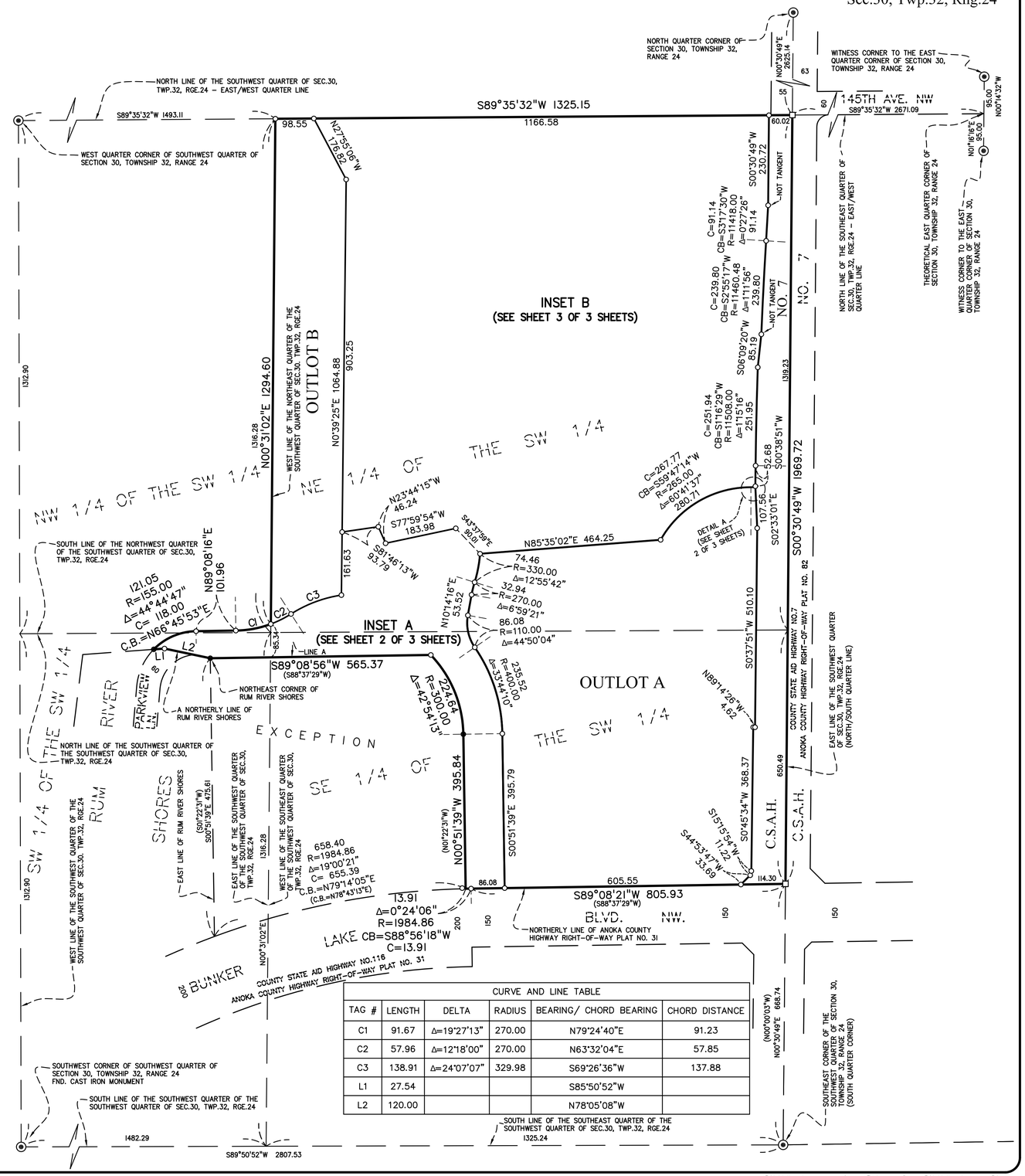
◉ Denotes Anoka County Cast-Iron-Monument

□ Denotes set nail and disc marked by License No. 40344

(xxxx) Denotes Deed Dimension

The basis for the bearing is the north line of the Southwest Quarter of Section 30, Township 25, Range 24, which assumes to bear South 89 degrees 35 minutes 32 seconds West

SATHRE-BERGQUIST, INC.



TAG #	LENGTH	DELTA	RADIUS	BEARING/ CHORD BEARING	CHORD DISTANCE
C1	91.67	Δ=19°27'13"	270.00	N79°24'40"E	91.23
C2	57.96	Δ=12°18'00"	270.00	N63°32'04"E	57.85
C3	138.91	Δ=24°07'07"	329.98	S69°26'36"W	137.88
L1	27.54			S85°50'52"W	
L2	120.00			N78°05'08"W	

RUM RIVER SHORES NORTH
INSET A

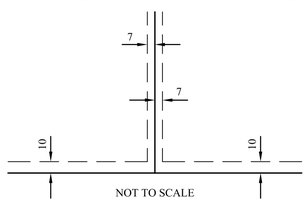
The basis for the bearing is the north line of the Southwest Quarter of Section 30, Township 25, Range 24, which assumes to bear South 89 degrees 35 minutes 32 seconds West.
(See Sheet 1 of 3 Sheets)

○ Denotes a 1/2 inch by 14 inch iron pipe set in the ground and marked by License No. 40344

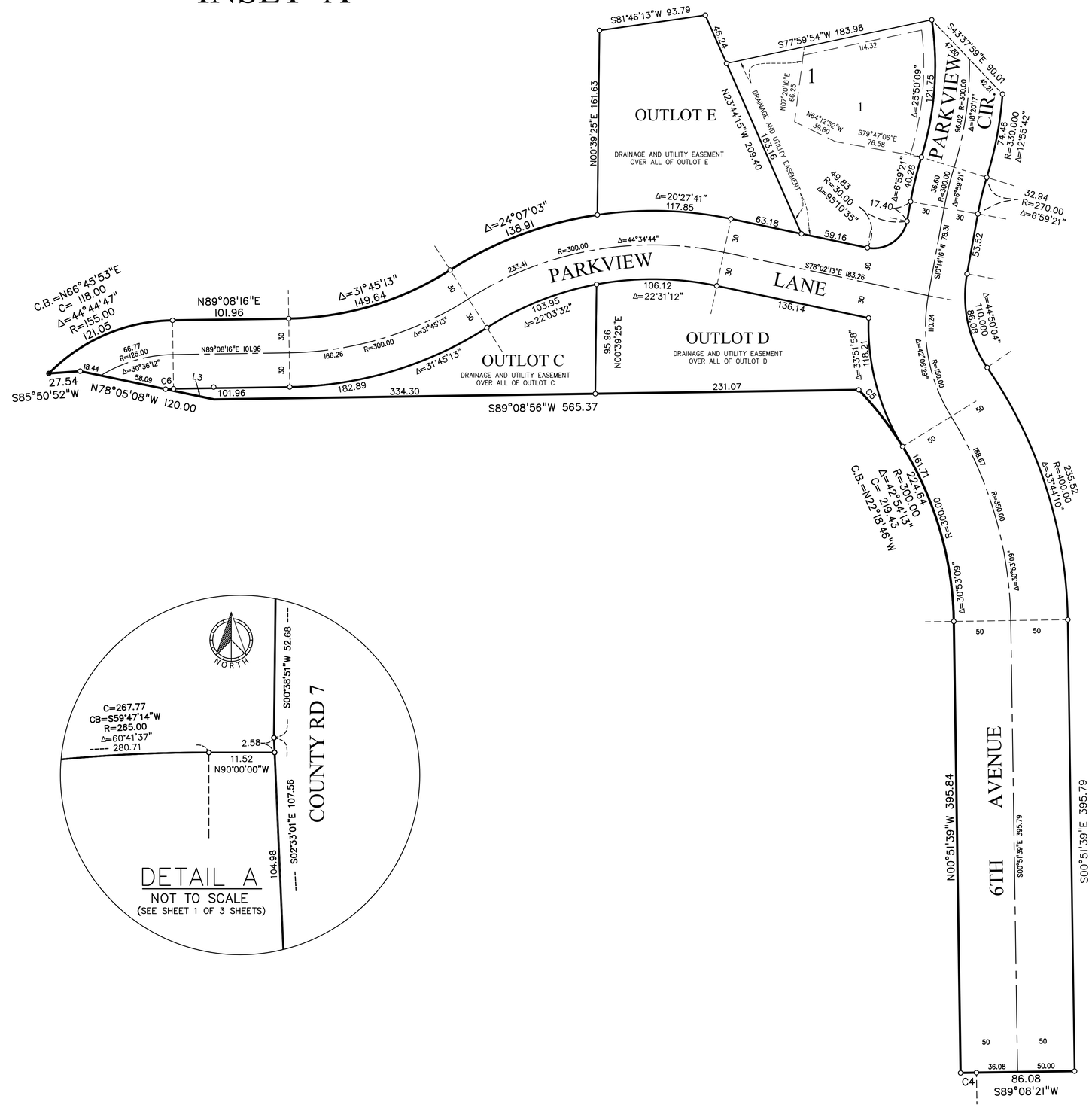
● Denotes a Found Iron Monument

◉ Denotes a Found Cast-Iron-Monument

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 7 feet in width and adjoining lot lines, unless otherwise indicated, and 10 feet in width and adjoining right of way lines, unless otherwise indicated, as shown on the plat.



CURVE AND LINE TABLE					
TAG #	LENGTH	DELTA	RADIUS	BEARING/ CHORD BEARING	CHORD DISTANCE
C4	13.92	Δ=0°24'06"	1984.86	S88°56'18"W	13.92
C5	62.93	Δ=12°01'04"	300.00	N37°45'20"W	62.81
C6	6.99	Δ=4°13'03"	95.00	S87°01'45"W	6.99
L3	43.47			N78°05'08"W	

SATHRE-BERGQUIST, INC.

RUM RIVER SHORES NORTH
INSET B

NORTH

60 30 0 30 60 120
SCALE IN FEET

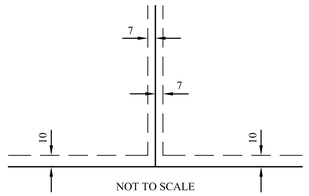
The basis for the bearing is the north line of the Southwest Quarter of Section 30, Township 25, Range 24, which assumes to bear South 89 degrees 35 minutes 32 seconds West.

○ Denotes a 1/2 inch by 14 inch iron pipe set in the ground and marked by License No. 40344

● Denotes a Found Iron Monument

◉ Denotes a Found Cast-Iron-Monument

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 7 feet in width and adjoining lot lines, unless otherwise indicated, and 10 feet in width and adjoining right of way lines, unless otherwise indicated, as shown on the plat.

CURVE AND LINE TABLE					
TAG #	LENGTH	DELTA	RADIUS	BEARING/ CHORD BEARING	CHORD DISTANCE
C7	8.35	Δ=1°46'21"	270.00	S47°44'01"E	8.35
C8	15.79	Δ=4°24'47"	205.00	S17°55'26"W	15.79
C9	18.31	Δ=34°57'59"	30.00	S15°13'52"W	18.03
C10	18.31	Δ=34°57'59"	30.00	S19°44'07"E	18.03
C11	26.60	Δ=25°24'12"	60.00	S36°42'15"W	26.38
C12	34.49	Δ=32°56'13"	60.00	N60°07'17"W	34.02
C13	36.62	Δ=69°55'59"	30.00	N78°37'10"W	34.39
C14	18.21	Δ=3°43'36"	280.00	S68°16'39"W	18.21
C15	12.93	Δ=1°30'44"	490.00	N82°07'52"W	12.93
C16	11.79	Δ=3°58'22"	170.00	S73°48'38"W	11.79
C17	13.01	Δ=24°51'16"	30.00	N64°25'21"W	12.91
C18	31.47	Δ=60°06'14"	30.00	S73°05'54"W	30.05
C19	51.70	Δ=49°22'25"	60.00	N4°48'23"W	50.12
C20	66.10	Δ=63°07'16"	60.00	N51°26'28"E	62.81
C23	17.14	Δ=1°21'51"	720.00	S83°45'39"E	17.14
C24	12.34	Δ=0°58'55"	720.00	N83°05'21"E	12.34
C25	42.95	Δ=16°58'16"	145.00	N40°08'04"W	42.79
C26	28.12	Δ=11°06'48"	145.00	N14°34'25"E	28.08
C27	18.39	Δ=4°47'19"	220.00	N14°50'14"W	18.38
C28	25.58	Δ=12°12'43"	120.00	S14°03'09"E	25.53
C29	32.29	Δ=15°24'55"	120.00	S0°14'20"E	32.19
C30	39.37	Δ=12°31'57"	180.00	N3°06'52"E	39.29
C31	28.67	Δ=10°16'05"	160.00	N15°01'28"W	28.64
C32	32.39	Δ=3°22'27"	550.00	N73°30'41"E	32.39
C33	16.45	Δ=2°51'24"	330.00	S81°10'12"W	16.45
L4	2.58			S2°33'01"E	
L5	11.52			N90°00'00"W	
L6	2.80			N82°35'54"E	
L7	12.79			S82°35'54"W	
L8	41.64			N40°26'09"W	
L9	38.02			S13°55'35"W	
L10	13.89			S57°10'54"W	

SATHRE-BERGQUIST, INC.

COUNCIL MEMO FORM

9.2

Meeting Date	March 16, 2015
Agenda Section	Ordinances & Resolutions
Item Description	RES/LG214 Premise Permit for Pull-tabs at Q-Bitez, 3507 Round Lake Blvd,
Submitted By	Amy Oehlers, City Clerk

BACKGROUND

The City has received a request from Andover Huskies Youth Hockey Association, requesting that they be allowed to obtain a Premise Permit to operate gambling at Q-Bitez, 3507 Round Lake Blvd. A premise permit allows an organization to sell pull tabs, tipboards, etc. The Minnesota Gambling Control Board is the entity that actually grants Premise Permits; however, MN GCB requires that the municipality in which the gambling takes place provide a recommendation or comment on the issuance of a premise permit.

A few years back, the Anoka City Council discussed "out of City" organizations that want to obtain a premise permit in Anoka. The Council chose to amend the City ordinance so that our local gambling organizations and non-profits are given the first option on operating gambling.

The priority set by the City Council for granting approval of a premise permit application and its location shall be as follows:

1. First priority given to organizations whose main office location is within the corporate limits of the City of Anoka.

2. Second priority given to organizations whose main office location is located within the Anoka Area Chamber of Commerce limits and whose main office location is within a City that allows an Anoka based organization to hold a premise permit within their corporate limits, and who is eligible to be granted a waiver from the eligibility requirements by the Anoka City Council.

3. Third priority is given to all other organizations that are eligible to be granted by waiver from the eligibility requirements by the Anoka City Council.

A letter was sent to our existing local premise permit holders and non-profits advising them of the application and opportunity to provide gambling at the above location. They were instructed that if they were interested in pursuing offering gambling at this location, that they must contact our office no later than March 6, 2015. No local organization expressed an interest to our office.

FINANCIAL IMPACT

There is no financial impact related to the adoption of the resolution. However, the local area does receive donations from the premise permit holders that operate in our City. That amount varies on how much they gross in their pull tab sales.

Section 14-192. Expenditures For Lawful Purposes.

During any year that an eligible organization is licensed to conduct gambling events, not less than fifty percent (50%) of its lawful purpose expenditures will be for lawful purposes conducted or located within the trade area. A report of the expenditures for lawful purposes within the trade area shall be provided to the City each month after the date of the adoption of this requirement. Additional reports may be required as determined by the City.

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-2015-

RESOLUTION RECOMENDING THE ISSUANCE OF A STATE ISSUED LG214 GAMBLING LICENSE & PREMISE PERMIT FOR ANDOVER HUSKIES YOUTH HOCKEY ASSOCIATION, AT Q-BITEZ, 3507 ROUND LAKE BLVD, ANOKA, MINNESOTA

WHEREAS, the applicant, Andover Huskies Youth Hockey Association has requested approval of the issuance of a State issued Gambling License & Premise Permit to allow their organization to operate charitable gambling, which may include: pull-tabs, tipboards, paddlewheels and raffles; and

WHEREAS, the location in which they wish to operate such activity is Q-Bitez, 3507 Round Lake Blvd, Anoka, Minnesota.

NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council does hereby recommend to the State of Minnesota, the issuance of the Gambling License & Premise Permit for Andover Huskies Youth Hockey Association, to operate charitable gambling activities, as described above, at Q-Bitez, 3507 Round Lake Blvd, located in the City of Anoka, Anoka County, Minnesota.

Adopted by the Anoka City Council this 16th day of March 2015.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

COUNCIL MEMO FORM

9.3

Meeting Date	March 16, 2015
Agenda Section	Ordinances/Resolutions
Item Description	RES/ 2015 SRP – Monroe Street; Accept Bids and Award Construction Contract
Submitted By	Ben Nelson, Engineering Technician

BACKGROUND

On January 5, 2015 the city council held the public hearing and assessment hearing for the 2015 Street Renewal Project – Monroe Street. After the hearings the council adopted a resolution authorizing the preparation of engineering plans and specifications. The plans and specs were approved on January 20, 2015 and a bid opening was held on February 19, 2015. The project will reconstruct the street and utilities on the following roadway segments:

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

The City received a total of nine (9) bids on the project ranging from $1,198,957 to $1,748,240. The complete bid tabulation is attached for your reference and the four low base bids are shown below:

Douglas-Kerr Underground, LLC	$1,198,956.47
Kuechle Underground, Inc.	$1,247,338.20
Redstone Construction, Inc.	$1,277,500.14
R.L. Larson Excavating, Inc.	$1,354,204.70

Douglas-Kerr Underground, LLC has previously completed several SRP Projects in the City of Anoka, and they have completed numerous municipal reconstruction projects throughout Minnesota. The firm regularly completes projects ranging up to $3.5 million and their main area of experience includes construction of municipal sewer, water and street. Mr. Jochum's letter recommending the award of contract is attached.

ACQUISTITION OF EASEMENT

With any public improvement project, it is frequently necessary to acquire utility easements to allow for the relocation of city utilities. As per City Charter, City Council approval is required to acquire real property, or in the case of easements, an interest in real property. Staff recommends that the City Council authorizes staff to pursue and acquire all utility easements necessary for the successful implementation of this project.

FINANCING IMPACT

Based upon the bid provided by Douglas-Kerr Underground, LLC, the total construction cost are broke down as follows:

Street Reconstruction	$ 571,146
Storm Sewer	$ 208,499
Sanitary Sewer	$ 136,404
Watermain	$ 278,358
Electric Conduits	$ 4,550
Total:	**$ 1,198,957**

The low bid will result in a total project cost of about $1,498,699. When the project plans were approved by the City Council in January, we had estimated the total project cost to be $1,637,000. The revised cost based upon Douglas-Kerr Underground, LLC's bid is $138,300 less than the original estimate. This remarkable project cost saving is due almost entirely to continuing market conditions.

Funding for the project is included in the 2015 budget and is proposed to come from the following sources:

Street Renewal Fund	$ 560,034
Storm Water Utility	$ 195,918
Sanitary Sewer Utility	$ 120,555
Water Utility	$ 293,623
Municipal Electric Utility	$ 5,688
Assessments	$ 322,881
	$1,498,699

Currently the cost of the storm sewer is higher than typical street renewal projects due to a dual main system. The dual main system was used because CenturyLink has a large duct bank under Monroe Street. The city is currently working with CenturyLink to move/relocate this duct bank to design a single main system. Either system will reduce the overall storm sewer cost the city will be paying for.

COUNCIL ACTION REQUESTED

It is recommended that City Council adopt the attached resolution awarding a construction contract to Douglas-Kerr Underground, LLC in the amount of $1,198,956.47 for the 2015 SRP – Monroe Street Project.

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

CITY OF ANOKA, MINNESOTA
RESOLUTION

RES-2015-XX

RESOLUTION AWARDING A CONSTRUCTION CONTRACT FOR THE 2015 SRP – MONROE STREET

WHEREAS, pursuant to an advertisement for bids for the improvement of the following streets:

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

were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

Contractor	Base Bid
Douglas-Kerr Underground, LLC	$1,198,956.47
Kuechle Underground, Inc.	$1,247,338.20
Redstone Construction, LLC	$1,277,500.14
R.L. Larson Excavating, Inc.	$1,354,204.70
Ryan Contracting Co.	$1,383,029.49
C&L Excavating, Inc.	$1,415,315.75
Northdale Construction Company, Inc.	$1,477,629.63
LaTour Construction	$1,504,632.60
S.R. Weidema, Inc.	$1,748,240.40

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

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into a contract with Douglas-Kerr Underground, LLC. in the name of the City of Anoka for the 2015 SRP – Monroe Street according to the plans and specifications therefore approved by the City Council and on file in the office of the City Engineer.

2. The City Clerk or designee is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

3. The City Council authorizes staff to pursue and acquire all utility easements necessary for the successful implementation of this project.

Adopted by the Anoka City Council this the 16th day of March 2015.

ATTEST:

Amy T. Oehlers, City Clerk	Phil Rice, Mayor

Hakanson Anderson

Main Office:
3601 Thurston Avenue, Anoka, MN 55303
Phone: 763/427-5860 Fax: 763/427-0520
www.haa-inc.com

35 YEARS

February 23, 2015

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

RE: 2015 Street Renewal Project – Monroe Street
Contract Award Recommendation

Dear Mr. Lee:

Construction bids for the 2015 Street Renewal Project – Monroe Street were opened at 11:00 a.m. on February 19, 2015 at the Anoka City Hall. A total of nine bids were received and opened. The engineer's estimate for this project was $1,329,353. The following is a summary of the bids:

Douglas-Kerr Underground, LLC	$1,198,956.47
Kuechle Underground, Inc.	$1,247,338.20
Redstone Construction, LLC	$1,277,500.14
R.L. Larson Excavating, Inc.	$1,354,204.70
Ryan Contracting Co.	$1,383,029.49
C&L Excavating, Inc.	$1,415,315.75
Northdale Construction Company, Inc.	$1,477,629.63
LaTour Construction	$1,504,632.60
S.R. Weidema, Inc.	$1,748,240.40

Douglas-Kerr Underground was the low bidder with a bid of $1,198,956.47. This contractor has worked in the City of Anoka recently. Douglas-Kerr Underground successfully completed the 2012 and 2014 Street Renewal Projects. Douglas-Kerr Underground is a well established union contractor from Mora, MN. They typically complete projects ranging up to 3.5 million dollars. Their main areas of experience include construction of municipal sewer, water and streets.

We recommend that the 2015 Street Renewal Project – Monroe Street be awarded to Douglas-Kerr Underground in the amount of $1,198,956.47.

Sincerely,
Hakanson Anderson

Craig J. Jochum, P.E.

cc: Ben Nelson, City of Anoka

COUNCIL MEMO FORM

9.4

Meeting Date	March 16, 2015
Agenda Section	Ordinances and Resolutions
Item Description	RES/Approving a Restrictive Covenant for 1038 Madison Street
Submitted By	Erik Thorvig, Economic Development Manager

BACKGROUND INFORMATION:

The City is selling the property at 1038 Madison Street. The City Council has expressed a desire to have the new house be owner occupied for a period of time. In order to ensure this, a restrictive covenant is proposed on the property which would require the home to be owner occupied for a period of five years after the initial sale. The restrictive covenant would be recorded against the property to ensure future buyers are aware of the restriction.

This covenant is the same as what the City recently approved for the house at 1050 Jefferson Street.

FINANCIAL IMPACT:

No financial impact.

COUNCIL REQUESTED ACTION:

Adopt the attached resolution placing a declaration of restrictive covenant on the property at 1038 Madison Street.

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

CITY OF ANOKA, MINNESOTA
RESOLUTION

RES-2015-XX

RESOLUTION APPROVING A RESTRICTIVE COVENANT FOR 1038 MADISON STREET

WHEREAS, the City of Anoka is the owner of real property located at 1038 Madison Street and legally described as:

Lot 4, Block 1, Woodbury's Third Addition, Anoka County, Minnesota

WHEREAS, a purchase agreement has been signed with a party who will construct a house for single family purposes;

WHEREAS, the City is interested in the use of this property being owner occupied for a period of time; and

WHEREAS, the City Council has determined that it would be in the best interest of the City to place a restrictive covenant on the above described property to require the property be used for owner occupied purposes for a period of five years;

NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council hereby approves the restrictive covenant hereto attached.

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

Adopted by the Anoka City Council this 16th day of March 2015.

_____ _____
Amy T. Oehlers, City Clerk Phil Rice, Mayor

DECLARATION OF RESTRICTIVE COVENANTS

THIS AGREEMENT, made this ___ day of _____, 2015, by and between the City of Anoka, a Minnesota Municipal Corporation (hereinafter "City") and Tollberg Homes, Inc. (hereinafter "Buyer").

WHEREAS, the City is the fee owner of property legally described in Exhibit A attached hereto and made a part hereof (hereinafter "Property"); and

WHEREAS, the City desires to convey the Property to Buyer, and Buyer desires to purchase the Property from the City, for the purpose of re-conveying the Property to another buyer for use as a residential property; and

WHEREAS, the City, through its planning and zoning and land use regulations, has the legal authority to regulate real property development within the city; and

WHEREAS, the City has determined that it is in the best interests of the City and its residents that the Property be used as an "owner occupied" dwelling instead of as a rental unit; and

WHEREAS, both parties are in agreement and willing to impose the restrictions set forth below.

NOW, THEREFORE, in consideration of the foregoing and the City's agreement to sell the Property to Buyer, the City hereby declares that the Property shall be held, transferred, sold, conveyed, occupied and used subject to the following restrictions, covenants and conditions, which shall run with the land and be binding upon all parties, their heirs, successors and assigns, having any right, title, or interest in the Property, or any part thereof, for a period of five (5) years from the date of this Declaration.

ARTICLE I

Real Property Subject to this Restrictive Covenant

The Property, and each portion thereof, which is and shall be held, transferred, sold, conveyed, occupied and used subject to this Declaration, is located in the City of Anoka, County of Anoka, State of Minnesota, and as legally described on Exhibit A.

ARTICLE II

General Restrictions and Obligations of Owners

For a period of five (5) years from the date of this Declaration, the Property shall be used exclusively as an "owner occupied" dwelling, meaning, the rental of the Property shall be strictly prohibited.

ARTICLE III

Instruments of Conveyance – Required Language

Any deed or other instrument purporting to convey any interest in the Property, or any portion thereof, shall contain the following notification:

> "For a period of five (5) years from the date of this Deed, the property shall be used exclusively as an "Owner Occupied" dwelling, meaning, the rental of the property shall be strictly prohibited, as further described and laid out in Declaration of Restrictive Covenants filed of Record _____ as Document No. _____."

ARTICLE IV

Discharge, Release and Modification of the Restrictive Covenants

Notwithstanding anything else contained herein to the contrary, it is expressly understood and agreed that only the City, in its sole discretion, may discharge, release and/or modify the restrictive covenants identified herein.

ARTICLE V

Restrictive Covenants to Run With the Land

The restrictive covenants identified herein are intended to be a servitude running with the land; shall bind the Buyer and all future owners and occupants of the Property; shall be for the benefit of the City and future Property owners; and shall not be amended, revoked, or altered except by an instrument containing the written consent of the City and duly recorded with the Anoka County Recorder.

ARTICLE VI

Enforcement

In the event the Buyer or any person or persons violates or attempts to violate any covenant or restriction set forth herein, the City may elect to proceed with any one, or all of the following:

a. It may seek injunctive relief to enjoin the violation; or

b. It shall be entitled to such other remedies available at law or in equity.

c. In the event an action is commenced to enforce any of the covenants and/or restrictions of this Declaration, the prevailing party shall be entitled to recover costs and expenses incurred in such action, including reasonable attorney's fees, from the non-prevailing party(ies).

d. Any action seeking one or more forms of relief shall not be a bar to any action at the same or subsequent time seeking other forms of relief. Any delay in realizing or failure to realize on any remedy herein for a default or breach hereunder shall not be deemed a waiver of that default or breach or any subsequent default or breach of a similar or different kind, and no waiver of any right or remedy hereunder shall be effective unless in writing and signed by the person against whom the waiver is claimed.

ARTICLE VII

Governing Law

The laws of the State of Minnesota shall govern the interpretation, validity, performance and enforcement of this Declaration.

IN WITNESS WHEREOF, the parties have hereunto set their hand, effective as of the date above written.

CITY OF ANOKA

By:_____
Its: Mayor

By:_____
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

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

_____
Notary Public

TOLLBERG HOMES, INC.

By: _____

Its: _____

By: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

On this _____ day of _____, 2015, before me, a Notary Public within and for said County, personally appeared _____and _____, to me known to be the _____ and _____ of Tollberg Homes, Inc., and who executed the foregoing instrument and acknowledged that they executed the same on behalf of said corporation.

_____
Notary Public

This instrument was drafted by:

Hawkins & Baumgartner, P.A.
2140 Fourth Avenue North

Anoka, Minnesota 55303
(763) 427-8877

Exhibit A

Legal Description

Lot 4, Block 1, Woodbury's Third Addition, Anoka County, Minnesota

COUNCIL MEMO FORM

9.5

Meeting Date	March 16, 2015
Agenda Section	Ordinances and Resolutions
Item Description	RES/Approving a Restrictive Covenant for 1044 Madison Street
Submitted By	Erik Thorvig, Economic Development Manager

BACKGROUND INFORMATION:

The City is selling the property at 1044 Madison Street. The City Council has expressed a desire to have the new house be owner occupied for a period of time. In order to ensure this, a restrictive covenant is proposed on the property which would require the home to be owner occupied for a period of five years after the initial sale. The restrictive covenant would be recorded against the property to ensure future buyers are aware of the restriction.

This covenant is the same as what the City recently approved for the house at 1050 Jefferson Street.

FINANCIAL IMPACT:

No financial impact.

COUNCIL REQUESTED ACTION:

Adopt the attached resolution placing a declaration of restrictive covenant on the property at 1044 Madison Street.

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

CITY OF ANOKA, MINNESOTA
RESOLUTION

RES-2015-XX

RESOLUTION APPROVING A RESTRICTIVE COVENANT FOR 1044MADISON STREET

WHEREAS, the City of Anoka is the owner of real property located at 1044 Madison Street and legally described as:

Lot 1, Block 1, Woodbury's Third Addition, Anoka County, Minnesota

WHEREAS, a purchase agreement has been signed with a party who will construct a house for single family purposes;

WHEREAS, the City is interested in the use of this property being owner occupied for a period of time; and

WHEREAS, the City Council has determined that it would be in the best interest of the City to place a restrictive covenant on the above described property to require the property be used for owner occupied purposes for a period of five years;

NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council hereby approves the restrictive covenant hereto attached.

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

Adopted by the Anoka City Council this 16th day of March 2015.

_____ _____
Amy T. Oehlers, City Clerk Phil Rice, Mayor

DECLARATION OF RESTRICTIVE COVENANTS

THIS AGREEMENT, made this 16 day of March, 2015, by and between the City of Anoka, a Minnesota Municipal Corporation (hereinafter "City") and Tollberg Homes, Inc. (hereinafter "Buyer").

WHEREAS, the City is the fee owner of property legally described in Exhibit A attached hereto and made a part hereof (hereinafter "Property"); and

WHEREAS, the City desires to convey the Property to Buyer, and Buyer desires to purchase the Property from the City, for the purpose of re-conveying the Property to another buyer for use as a residential property; and

WHEREAS, the City, through its planning and zoning and land use regulations, has the legal authority to regulate real property development within the city; and

WHEREAS, the City has determined that it is in the best interests of the City and its residents that the Property be used as an "owner occupied" dwelling instead of as a rental unit; and

WHEREAS, both parties are in agreement and willing to impose the restrictions set forth below.

NOW, THEREFORE, in consideration of the foregoing and the City's agreement to sell the Property to Buyer, the City hereby declares that the Property shall be held, transferred, sold, conveyed, occupied and used subject to the following restrictions, covenants and conditions, which shall run with the land and be binding upon all parties, their heirs, successors and assigns, having any right, title, or interest in the Property, or any part thereof, for a period of five (5) years from the date of this Declaration.

ARTICLE I

Real Property Subject to this Restrictive Covenant

The Property, and each portion thereof, which is and shall be held, transferred, sold, conveyed, occupied and used subject to this Declaration, is located in the City of Anoka, County of Anoka, State of Minnesota, and as legally described on Exhibit A.

ARTICLE II

General Restrictions and Obligations of Owners

For a period of five (5) years from the date of this Declaration, the Property shall be used exclusively as an "owner occupied" dwelling, meaning, the rental of the Property shall be strictly prohibited.

ARTICLE III

Instruments of Conveyance – Required Language

Any deed or other instrument purporting to convey any interest in the Property, or any portion thereof, shall contain the following notification:

> "For a period of five (5) years from the date of this Deed, the property shall be used exclusively as an "Owner Occupied" dwelling, meaning, the rental of the property shall be strictly prohibited, as further described and laid out in Declaration of Restrictive Covenants filed of Record _____ as Document No. _____."

ARTICLE IV

Discharge, Release and Modification of the Restrictive Covenants

Notwithstanding anything else contained herein to the contrary, it is expressly understood and agreed that only the City, in its sole discretion, may discharge, release and/or modify the restrictive covenants identified herein.

ARTICLE V

Restrictive Covenants to Run With the Land

The restrictive covenants identified herein are intended to be a servitude running with the land; shall bind the Buyer and all future owners and occupants of the Property; shall be for the benefit of the City and future Property owners; and shall not be amended, revoked, or altered except by an instrument containing the written consent of the City and duly recorded with the Anoka County Recorder.

ARTICLE VI

Enforcement

In the event the Buyer or any person or persons violates or attempts to violate any covenant or restriction set forth herein, the City may elect to proceed with any one, or all of the following:

a. It may seek injunctive relief to enjoin the violation; or

b. It shall be entitled to such other remedies available at law or in equity.

c. In the event an action is commenced to enforce any of the covenants and/or restrictions of this Declaration, the prevailing party shall be entitled to recover costs and expenses incurred in such action, including reasonable attorney's fees, from the non-prevailing party(ies).

d. Any action seeking one or more forms of relief shall not be a bar to any action at the same or subsequent time seeking other forms of relief. Any delay in realizing or failure to realize on any remedy herein for a default or breach hereunder shall not be deemed a waiver of that default or breach or any subsequent default or breach of a similar or different kind, and no waiver of any right or remedy hereunder shall be effective unless in writing and signed by the person against whom the waiver is claimed.

ARTICLE VII

Governing Law

The laws of the State of Minnesota shall govern the interpretation, validity, performance and enforcement of this Declaration.

IN WITNESS WHEREOF, the parties have hereunto set their hand, effective as of the date above written.

CITY OF ANOKA

By:_____
Its: Mayor

By:_____
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

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

_____
Notary Public

TOLLBERG HOMES, INC.

By: _____

Its: _____

By: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

On this _____ day of _____, 2015, before me, a Notary Public within and for said County, personally appeared _____and _____, to me known to be the _____ and _____ of Tollberg Homes, Inc., and who executed the foregoing instrument and acknowledged that they executed the same on behalf of said corporation.

_____
Notary Public

This instrument was drafted by:

Hawkins & Baumgartner, P.A.
2140 Fourth Avenue North

Anoka, Minnesota 55303
(763) 427-8877

Exhibit A

Legal Description

Lot 1, Block 1, Woodbury's Third Addition, Anoka County, Minnesota

COUNCIL MEMO FORM

9.6

Meeting Date	March 16, 2015
Agenda Section	Ordinances and Resolutions
Item Description	RES/Approving a Restrictive Covenant for 1045 Jefferson Street
Submitted By	Erik Thorvig, Economic Development Manager

BACKGROUND INFORMATION:

The City is selling the property at 1045 Jefferson Street. The City Council has expressed a desire to have the new house be owner occupied for a period of time. In order to ensure this, a restrictive covenant is proposed on the property which would require the home to be owner occupied for a period of five years after the initial sale. The restrictive covenant would be recorded against the property to ensure future buyers are aware of the restriction.

This covenant is the same as what the City recently approved for the house at 1050 Jefferson Street.

FINANCIAL IMPACT:

No financial impact.

COUNCIL REQUESTED ACTION:

Adopt the attached resolution placing a declaration of restrictive covenant on the property at 1045 Jefferson Street.

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

CITY OF ANOKA, MINNESOTA
RESOLUTION

RES-2015-XX

RESOLUTION APPROVING A RESTRICTIVE COVENANT FOR 1045 JEFFERSON STREET

WHEREAS, the City of Anoka is the owner of real property located at 1045 Jefferson Street and legally described as:

Lot 3, Block 1, Woodbury's Third Addition, Anoka County, Minnesota

WHEREAS, a purchase agreement has been signed with a party who will construct a house for single family purposes;

WHEREAS, the City is interested in the use of this property being owner occupied for a period of time; and

WHEREAS, the City Council has determined that it would be in the best interest of the City to place a restrictive covenant on the above described property to require the property be used for owner occupied purposes for a period of five years;

NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council hereby approves the restrictive covenant hereto attached.

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

Adopted by the Anoka City Council this 16th day of March 2015.

_____ _____
Amy T. Oehlers, City Clerk Phil Rice, Mayor

DECLARATION OF RESTRICTIVE COVENANTS

THIS AGREEMENT, made this ___ day of _____, 2015, by and between the City of Anoka, a Minnesota Municipal Corporation (hereinafter "City") and Tollberg Homes, Inc. (hereinafter "Buyer").

WHEREAS, the City is the fee owner of property legally described in Exhibit A attached hereto and made a part hereof (hereinafter "Property"); and

WHEREAS, the City desires to convey the Property to Buyer, and Buyer desires to purchase the Property from the City, for the purpose of re-conveying the Property to another buyer for use as a residential property; and

WHEREAS, the City, through its planning and zoning and land use regulations, has the legal authority to regulate real property development within the city; and

WHEREAS, the City has determined that it is in the best interests of the City and its residents that the Property be used as an "owner occupied" dwelling instead of as a rental unit; and

WHEREAS, both parties are in agreement and willing to impose the restrictions set forth below.

NOW, THEREFORE, in consideration of the foregoing and the City's agreement to sell the Property to Buyer, the City hereby declares that the Property shall be held, transferred, sold, conveyed, occupied and used subject to the following restrictions, covenants and conditions, which shall run with the land and be binding upon all parties, their heirs, successors and assigns, having any right, title, or interest in the Property, or any part thereof, for a period of five (5) years from the date of this Declaration.

ARTICLE I

Real Property Subject to this Restrictive Covenant

The Property, and each portion thereof, which is and shall be held, transferred, sold, conveyed, occupied and used subject to this Declaration, is located in the City of Anoka, County of Anoka, State of Minnesota, and as legally described on Exhibit A.

ARTICLE II

General Restrictions and Obligations of Owners

For a period of five (5) years from the date of this Declaration, the Property shall be used exclusively as an "owner occupied" dwelling, meaning, the rental of the Property shall be strictly prohibited.

ARTICLE III

Instruments of Conveyance – Required Language

Any deed or other instrument purporting to convey any interest in the Property, or any portion thereof, shall contain the following notification:

> "For a period of five (5) years from the date of this Deed, the property shall be used exclusively as an "Owner Occupied" dwelling, meaning, the rental of the property shall be strictly prohibited, as further described and laid out in Declaration of Restrictive Covenants filed of Record _____ as Document No. _____."

ARTICLE IV

Discharge, Release and Modification of the Restrictive Covenants

Notwithstanding anything else contained herein to the contrary, it is expressly understood and agreed that only the City, in its sole discretion, may discharge, release and/or modify the restrictive covenants identified herein.

ARTICLE V

Restrictive Covenants to Run With the Land

The restrictive covenants identified herein are intended to be a servitude running with the land; shall bind the Buyer and all future owners and occupants of the Property; shall be for the benefit of the City and future Property owners; and shall not be amended, revoked, or altered except by an instrument containing the written consent of the City and duly recorded with the Anoka County Recorder.

ARTICLE VI

Enforcement

In the event the Buyer or any person or persons violates or attempts to violate any covenant or restriction set forth herein, the City may elect to proceed with any one, or all of the following:

a. It may seek injunctive relief to enjoin the violation; or

b. It shall be entitled to such other remedies available at law or in equity.

c. In the event an action is commenced to enforce any of the covenants and/or restrictions of this Declaration, the prevailing party shall be entitled to recover costs and expenses incurred in such action, including reasonable attorney's fees, from the non-prevailing party(ies).

d. Any action seeking one or more forms of relief shall not be a bar to any action at the same or subsequent time seeking other forms of relief. Any delay in realizing or failure to realize on any remedy herein for a default or breach hereunder shall not be deemed a waiver of that default or breach or any subsequent default or breach of a similar or different kind, and no waiver of any right or remedy hereunder shall be effective unless in writing and signed by the person against whom the waiver is claimed.

ARTICLE VII

Governing Law

The laws of the State of Minnesota shall govern the interpretation, validity, performance and enforcement of this Declaration.

IN WITNESS WHEREOF, the parties have hereunto set their hand, effective as of the date above written.

CITY OF ANOKA

By:_____
Its: Mayor

By:_____
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

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

_____
Notary Public

TOLLBERG HOMES, INC.

By: _____

Its: _____

By: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

On this _____ day of _____, 2015, before me, a Notary Public within and for said County, personally appeared _____and _____, to me known to be the _____ and _____ of Tollberg Homes, Inc., and who executed the foregoing instrument and acknowledged that they executed the same on behalf of said corporation.

_____
Notary Public

This instrument was drafted by:

Hawkins & Baumgartner, P.A.
2140 Fourth Avenue North

Anoka, Minnesota 55303
(763) 427-8877

Exhibit A

Legal Description

Lot 3, Block 1, Woodbury's Third Addition, Anoka County, Minnesota

COUNCIL MEMO FORM

9.7

Meeting Date	March 16, 2015
Agenda Section	Ordinances and Resolutions
Item Description	RES/Approving a Restrictive Covenant for 1051 Jefferson Street
Submitted By	Erik Thorvig, Economic Development Manager

BACKGROUND INFORMATION:

The City is selling the property at 1051 Jefferson Street. The City Council has expressed a desire to have the new house be owner occupied for a period of time. In order to ensure this, a restrictive covenant is proposed on the property which would require the home to be owner occupied for a period of five years after the initial sale. The restrictive covenant would be recorded against the property to ensure future buyers are aware of the restriction.

This covenant is the same as what the City recently approved for the house at 1050 Jefferson Street.

FINANCIAL IMPACT:

No financial impact.

COUNCIL REQUESTED ACTION:

Adopt the attached resolution placing a declaration of restrictive covenant on the property at 1051 Jefferson Street.

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

CITY OF ANOKA, MINNESOTA
RESOLUTION

RES-2015-XX

RESOLUTION APPROVING A RESTRICTIVE COVENANT FOR 1051 JEFFERSON STREET

WHEREAS, the City of Anoka is the owner of real property located at 1051 Jefferson Street and legally described as:

Lot 2, Block 1, Woodbury's Third Addition, Anoka County, Minnesota

WHEREAS, a purchase agreement has been signed with a party who will construct a house for single family purposes;

WHEREAS, the City is interested in the use of this property being owner occupied for a period of time; and

WHEREAS, the City Council has determined that it would be in the best interest of the City to place a restrictive covenant on the above described property to require the property be used for owner occupied purposes for a period of five years;

NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council hereby approves the restrictive covenant hereto attached.

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

Adopted by the Anoka City Council this 16th day of March 2015.

_____ _____
Amy T. Oehlers, City Clerk Phil Rice, Mayor

DECLARATION OF RESTRICTIVE COVENANTS

THIS AGREEMENT, made this ___ day of _____, 2015, by and between the City of Anoka, a Minnesota Municipal Corporation (hereinafter "City") and Tollberg Homes, Inc. (hereinafter "Buyer").

WHEREAS, the City is the fee owner of property legally described in Exhibit A attached hereto and made a part hereof (hereinafter "Property"); and

WHEREAS, the City desires to convey the Property to Buyer, and Buyer desires to purchase the Property from the City, for the purpose of re-conveying the Property to another buyer for use as a residential property; and

WHEREAS, the City, through its planning and zoning and land use regulations, has the legal authority to regulate real property development within the city; and

WHEREAS, the City has determined that it is in the best interests of the City and its residents that the Property be used as an "owner occupied" dwelling instead of as a rental unit; and

WHEREAS, both parties are in agreement and willing to impose the restrictions set forth below.

NOW, THEREFORE, in consideration of the foregoing and the City's agreement to sell the Property to Buyer, the City hereby declares that the Property shall be held, transferred, sold, conveyed, occupied and used subject to the following restrictions, covenants and conditions, which shall run with the land and be binding upon all parties, their heirs, successors and assigns, having any right, title, or interest in the Property, or any part thereof, for a period of five (5) years from the date of this Declaration.

ARTICLE I

Real Property Subject to this Restrictive Covenant

The Property, and each portion thereof, which is and shall be held, transferred, sold, conveyed, occupied and used subject to this Declaration, is located in the City of Anoka, County of Anoka, State of Minnesota, and as legally described on Exhibit A.

ARTICLE II

General Restrictions and Obligations of Owners

For a period of five (5) years from the date of this Declaration, the Property shall be used exclusively as an "owner occupied" dwelling, meaning, the rental of the Property shall be strictly prohibited.

ARTICLE III

Instruments of Conveyance – Required Language

Any deed or other instrument purporting to convey any interest in the Property, or any portion thereof, shall contain the following notification:

> "For a period of five (5) years from the date of this Deed, the property shall be used exclusively as an "Owner Occupied" dwelling, meaning, the rental of the property shall be strictly prohibited, as further described and laid out in Declaration of Restrictive Covenants filed of Record _____ as Document No. _____."

ARTICLE IV

Discharge, Release and Modification of the Restrictive Covenants

Notwithstanding anything else contained herein to the contrary, it is expressly understood and agreed that only the City, in its sole discretion, may discharge, release and/or modify the restrictive covenants identified herein.

ARTICLE V

Restrictive Covenants to Run With the Land

The restrictive covenants identified herein are intended to be a servitude running with the land; shall bind the Buyer and all future owners and occupants of the Property; shall be for the benefit of the City and future Property owners; and shall not be amended, revoked, or altered except by an instrument containing the written consent of the City and duly recorded with the Anoka County Recorder.

ARTICLE VI

Enforcement

In the event the Buyer or any person or persons violates or attempts to violate any covenant or restriction set forth herein, the City may elect to proceed with any one, or all of the following:

a. It may seek injunctive relief to enjoin the violation; or

b. It shall be entitled to such other remedies available at law or in equity.

c. In the event an action is commenced to enforce any of the covenants and/or restrictions of this Declaration, the prevailing party shall be entitled to recover costs and expenses incurred in such action, including reasonable attorney's fees, from the non-prevailing party(ies).

d. Any action seeking one or more forms of relief shall not be a bar to any action at the same or subsequent time seeking other forms of relief. Any delay in realizing or failure to realize on any remedy herein for a default or breach hereunder shall not be deemed a waiver of that default or breach or any subsequent default or breach of a similar or different kind, and no waiver of any right or remedy hereunder shall be effective unless in writing and signed by the person against whom the waiver is claimed.

ARTICLE VII

Governing Law

The laws of the State of Minnesota shall govern the interpretation, validity, performance and enforcement of this Declaration.

IN WITNESS WHEREOF, the parties have hereunto set their hand, effective as of the date above written.

CITY OF ANOKA

By:_____
Its: Mayor

By:_____
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

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

_____
Notary Public

TOLLBERG HOMES, INC.

By: _____

Its: _____

By: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

On this _____ day of _____, 2015, before me, a Notary Public within and for said County, personally appeared _____and _____, to me known to be the _____ and _____ of Tollberg Homes, Inc., and who executed the foregoing instrument and acknowledged that they executed the same on behalf of said corporation.

_____
Notary Public

This instrument was drafted by:

Hawkins & Baumgartner, P.A.
2140 Fourth Avenue North
Anoka, Minnesota 55303
(763) 427-8877

Exhibit A

Legal Description

Lot 2, Block 1, Woodbury's Third Addition, Anoka County, Minnesota

COUNCIL MEMO FORM

9.8

Meeting Date	March 16, 2015
Agenda Section	Ordinances and Resolutions
Item Description	ORD/Sale of 1038 Madison Street (2nd Reading)
Submitted By	Erik Thorvig, Economic Development Manager

BACKGROUND INFORMATION:

In November 2014 the City of Anoka solicited Requests for Proposals for four single family lots in the 1000 block of Madison Street and Jefferson Street. This is the site of the former Volunteers of America nursing home which was purchased and building demolished by the City in 2014. The City received one response from Tollberg Homes to construct four single family houses. Tollberg Homes is located in Anoka at 1428 5th Avenue. The following is a summary of their proposal:

Land Price Offer: $125,000 ($31,250/lot)

Estimated Home Values: $200,000

Proposed Schedule:

- Closing on 1045 and 1051 Jefferson Street: April 1, 2015
- Closing on 1038 and 1044 Madison Street: September 1, 2015
- Houses at 1045 and 1051 Jefferson Street Constructed: May-September
- Houses at 1038 and 1044 Madison Street: September-December

At this meeting the City Council will also review a development agreement with the builder to address items such as timing, city utility improvements, fees etc. In addition, the City Council will be asked to approve a restrictive covenant on the four lots requiring any home built be owner occupied for a period of five years.

FINANCIAL IMPACT:

The sale price is $31,250/lot. The proceeds of the sale will go into the Building Capital Fund which was used to purchase the property from the Volunteers of America.

COUNCIL REQUESTED ACTION:

Hold the second reading and adopt the ordinance selling property to Tollberg Homes.

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

CITY OF ANOKA, MINNESOTA
ORDINANCE

ORD-2015-XXXX

AN ORDINANCE APPROVING A PURCHASE AGREEMENT TO CONVEY REAL PROPERTY TO TOLLBERG HOMES (1038 Madison St)

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

WHEREAS, Tollberg Homes proposes to construct a single family home on the property identified in Exhibit A of the Purchase Agreement; and

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

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

1. The City Council hereby approves the sale of said real property pursuant to the attached Purchase Agreement.

2. The City Council authorizes and directs the Mayor and City Clerk to execute a deed and all of the documents necessary to complete the sale.

Adopted by the Anoka City Council this 16th day of March 2015.

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

ATTEST:

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

_____
Phil Rice, Mayor

_____
Amy T. Oehlers, City Clerk

	Aye	Nay	Abstain	Absent
Rice				
Anderson				
Freeburg				
Schmidt				
Weaver				

PURCHASE AGREEMENT

1038 MADISON STREET

1. PARTIES. This Purchase Agreement (this "**Agreement**") is made effective as of March___, 2015, by the City of Anoka, a municipal corporation, 2015 First Avenue North, Anoka, Minnesota 55303 ("**Seller**"), and Tollberg Homes, with its principal office at 1428 5th Avenue, Anoka, Minnesota 55303-3636 ("**Buyer**").

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

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

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

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

___X___ B. Buyer is purchasing a vacant lot.

4. PRICE AND TERMS. The purchase price for the Property shall be Thirty-One Thousand Two Hundred Fifty and 00/100 Dollars ($31,250) (the "**Purchase Price**"), which Buyer shall pay as follows: Earnest money of One Thousand and no/100 Dollars ($1,000.00), the receipt and sufficiency of which are hereby acknowledged (the "**Earnest Money**"); the remaining balance of Thirty Thousand Two Hundred Fifty and 00/100 Dollars ($30,250.00) payable on or before September 1, 2015 the "**DATE OF CLOSING**." Buyer shall have until the DATE OF CLOSING within which to complete its due diligence. Thereafter, the Earnest Money shall become non-refundable.

If the transaction contemplated by this Agreement is closed, the Earnest Money shall be credited toward the payment of the Purchase Price at closing. In the event this Agreement is terminated by Buyer because any of the contingencies set forth in Section 5 are not satisfied or waived, the Earnest Money shall be refunded to Buyer. In the event the purchase transaction is not closed by reason of a default by Buyer, the Earnest Money shall be forfeited by Buyer and retained by Seller as liquidated damages for Buyer's default, which shall be Seller's sole and exclusive remedy with respect to any breach of this Agreement by Buyer.

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

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

(b) Buyer and Seller entering into a mutually acceptable Development Agreement relative to the Property.

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

(d) All area calculations (and resulting transaction numbers) are subject to a final survey by the Buyer if deemed necessary.

(e) The title contingencies set forth in Sections 15 and 16 below have been satisfied or waived by Buyer within the applicable time frames set out in Sections 15 and 16.

In the event any of the above contingencies have not been satisfied or waived by the party benefitted by said contingency on or before the DATE OF CLOSING, this Agreement may be terminated at the option of the benefitted party by giving at least 15 days prior written notice to the other party.

6. DEED/MARKETABLE TITLE. Upon performance by Buyer, Seller shall execute and deliver a Warranty Deed conveying marketable title, free and clear of any mortgages, liens or encumbrances other than the following (the "**Permitted Encumbrances**"):

A. Building and zoning laws, ordinances, state and federal regulations;

B. Restrictions relating to use or improvement of the Property without effective forfeiture provisions;

C. Reservation of any mineral rights by the State of Minnesota;

D. Utility and drainage easements as shown on the proposed plat;

E. Such other exceptions to title as Buyer approves or waives pursuant to the provisions of Sections 15 and 16 below.

7. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS. Real estate taxes due and payable in and for the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual DATE OF CLOSING. At or before closing, Seller shall pay any special assessments levied, pending or deferred against the Property as of the Date of Closing. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter and any special assessments levied and payable after the DATE OF CLOSING. Seller makes no representation concerning the amount of future real estate taxes or of future special assessments.

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

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

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

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

12. BROKERAGE. Buyer and Seller represent that neither party is represented by a real estate agent or broker and no brokerage commissions are due any third parties as a result of this transaction.

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

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

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

A. Seller's Title Evidence. Seller shall furnish to Buyer a commitment ("**Title Commitment**") for an ALTA Form 2006 Owner's Policy of Title Insurance, certified to date to include proper searches covering bankruptcies, State and Federal judgments and liens, insuring title to the Property deleting standard exceptions and including affirmative insurance regarding zoning, contiguity, appurtenant easements and such other matters as may be identified by Buyer, in the amount of the Purchase Price

issued by First American Title Insurance Company (the "**Title Company**"), subject only to the Permitted Encumbrances.

B. Buyer's Objections. Buyer shall be allowed ten (10) business days after receipt of the Title Commitment for examination of title and making any objections, which shall be made in writing or deemed waived.

16. TITLE CORRECTIONS AND REMEDIES. Seller shall have forty-five (45) days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention as to making the title marketable within the 45 day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.

A. If notice is given and Seller makes title marketable, then upon presentation to Buyer and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the DATE OF CLOSING, whichever is later.

B. If notice is given and Seller proceeds in good faith to make title marketable but the 45 day period expires without title being made marketable, Buyer may terminate this Agreement by written notice to Seller, neither party shall be liable for damages hereunder to the other, and the Earnest Money shall be refunded to Buyer.

C. If Seller does not give notice of intention to make title marketable, or if notice is given but the 45 day period expires without title being made marketable due to Seller's failure to proceed in good faith, Buyer may seek, as permitted by law, any one or more of the following:

(1) Proceed to closing waiving the objections to title;

(2) Termination of this Agreement by notice as provided herein, in which case the Earnest Money shall be refunded to Buyer;

(3) Specific performance within six (6) months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.

D. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may, as its sole remedy, terminate this Agreement upon written notice to Buyer, in which case Seller shall be entitled to retain the Earnest Money as liquidated damages for Buyer's default.

E. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:

(1) Terminate this Agreement by written notice to Seller as provided herein, in which case the Earnest Money shall be refunded to Buyer; or

(2) Seek specific performance within six (6) months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.

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

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

A. That to the best of Seller's knowledge, neither the Seller nor any prior owner of the Property used the Property in violation of currently applicable Federal, State or local environmental laws.

B. That Seller has not received any notice from a governmental agency for violation of environmental laws.

C. That if notice of violation of any environmental laws is received from a governmental agency by Seller prior to the DATE OF CLOSING, Seller shall immediately notify Buyer.

D. That to the best of Seller's knowledge, the Property is free from any hazardous substances.

E. That Seller has not taken part in the release of any hazardous substance on the Property.

F. That Seller has no knowledge of any violations, claims, administrative proceedings or lawsuits relating to hazardous substances on the Property.

G. That the Property is not subject to any so-called "super liens" due to hazardous waste clean-up and that Seller will keep the Property free from such liens prior to the DATE OF CLOSING.

H. That the Buyer shall have necessary right of access to and right of inspection of the Property prior to closing for the purpose of determining compliance with the representations and warranties set forth in this Section 17, including the right to conduct a Phase I and/or Phase II environmental audit of the Property in Buyer's discretion and at Buyer's expense. Seller shall provide Buyer with a copy of any Phase I and Phase II environmental audit report obtained by Seller with respect to the Property.

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

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

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

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

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

22. PAYMENT OF CLOSING COSTS. Each party will pay closing costs which are normally allocated between sellers and buyers in a real estate transaction in Minnesota.

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

24. PARK DEDICATION FEES. Seller shall be responsible for payment of all park dedication fees due the City of Anoka for development by Buyer of the Property.

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

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

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

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

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

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

[Remainder of Page intentionally left blank]

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

SELLER:
THE CITY OF ANOKA

By: _____
Phil Rice, Mayor

By: _____
Amy Oehlers, City Clerk

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

BUYER:
Tollberg Homes

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 4, Block 1, Woodbury's Third Addition, Anoka County, Minnesota

<Title>

Anoka County
MINNESOTA

Aerial Photo: Flown Spring of 2014

WOODBURYS THIRD ADDITION

CITY OF ANOKA
COUNTY OF ANOKA
SEC. 7, T. 31, R. 24

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Anoka, a Minnesota Municipal Corporation under the laws of the State of Minnesota, owner of the following described property:

Lot 1, Block 6, Auditor's Subdivision No. 116, according to the recorded plat thereof, Anoka County, Minnesota, together with that portion of Jefferson Street, vacated (which street is shown as South Street on the Plat of "Woodbury's Second Addition to Anoka"), lying East of the Northerly extension of the West line of the East 140 feet of Lot 1, Block 9, "Auditor's Subdivision No. 116," Anoka County, Minnesota and West of the Northerly extension of the East line of said Lot 1, Anoka County, Minnesota, vacated pursuant to Anoka City Council Resolution No. 1997–93 approved August 11, 1997.

Has caused the same to be surveyed and platted as WOODBURYS THIRD ADDITION and does hereby dedicate to the public for public use the street and drainage and utility easements as shown on this plat.

In witness whereof said City of Anoka, a Minnesota Municipal Corporation under the laws of the State of Minnesota, has caused these presents to be signed by its proper officers this ___ day of _____, 2014.

CITY OF ANOKA

_____ _____

Phil Rice, as Mayor Amy T. Oehlers, as City Clerk

STATE OF MINNESOTA
COUNTY OF_____

This instrument was acknowledged before me this _____ day of _____ , 2014 by Phil Rice, as Mayor, and Amy T. Oehlers, as City Clerk, of the City of Anoka, a Minnesota Municipal corporation under the laws of the State of Minnesota, on behalf of the corportion.

_____

_____
Notary Public, Minnesota
My commission expires _____

I Charles R. Christopherson do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____ , 2014.

_____
Charles R. Christopherson, Licensed Land Surveyor
Minnesota License No. 18420

STATE OF MINNESOTA
COUNTY OF ANOKA

This instrument was acknowledged before me this _____ day of _____ , 2014 by Charles R. Christopherson.

_____

_____
Notary Public, Minnesota
My commission expires _____

City Council, City of Anoka, Minnesota

This plat of WOODBURYS THIRD ADDITION was approved and accepted by the City Council of the City of Anoka, Minnesota at a regular meeting thereof held this day of _____, 2014, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Anoka, Minnesota

By : _____ , Mayor By : _____ , Clerk

Anoka Planning Commission

Be it known that at a meeting held on this _____ day of _____, 2014, the Planning Commission of the City of Anoka, Minnesota, did hereby review and approve this plat of WOODBURYS THIRD ADDITION.

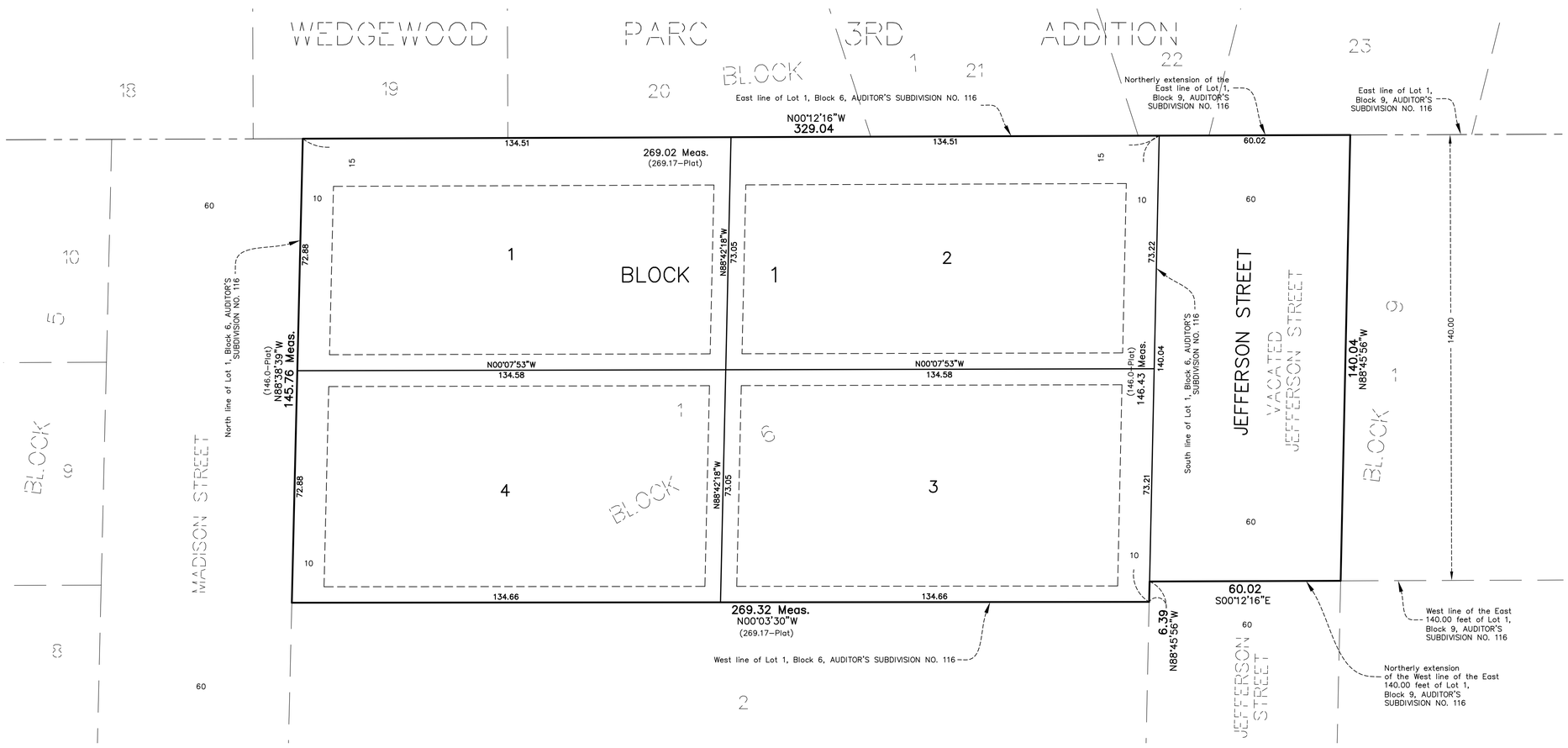
Planning Commission, City of Anoka, Minnesota

By : _____ , Chairman By : _____ , Secretary

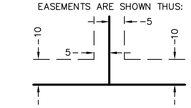
ANOKA COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 2014.

_____
Larry D. Holum,
Anoka County Surveyor

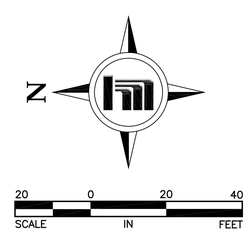


DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



(NOT TO SCALE)

Being 10.00 feet in width and adjoining all right of way lines unless otherwise shown on this plat and being 5.00 feet in width and adjoining all side and rear lot lines unless otherwise shown on this plat.



1 INCH = 20 FEET

For the purposes of this plat the East line of Lot 1, AUDITOR'S SUBDIVISION NO. 116 is assumed to bear N00°12'16"W.

○ Denotes 1/2 inch by 14 inch iron monument set and marked with Minnesota License No. 18420.

● Denotes found iron monument

Hakanson Anderson

COUNCIL MEMO FORM

9.9

Meeting Date	March 16, 2015
Agenda Section	Ordinances and Resolutions
Item Description	ORD/ Sale of 1044 Madison Street (2nd Reading)
Submitted By	Erik Thorvig, Economic Development Manager

BACKGROUND INFORMATION:

See Council Memo for 1038 Madison Street.

FINANCIAL IMPACT:

The sale price is $31,250/lot. The proceeds of the sale will go into the Building Capital Fund which was used to purchase the property from the Volunteers of America.

COUNCIL REQUESTED ACTION:

Hold the second reading and adopt the ordinance selling property to Tollberg Homes.

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

CITY OF ANOKA, MINNESOTA
ORDINANCE

ORD-2015-XXXX

AN ORDINANCE APPROVING A PURCHASE AGREEMENT TO CONVEY REAL PROPERTY TO TOLLBERG HOMES
(1044 Madison St)

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

WHEREAS, Tollberg Homes proposes to construct a single family home on the property identified in Exhibit A of the Purchase Agreement; and

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

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

1. The City Council hereby approves the sale of said real property pursuant to the attached Purchase Agreement.

2. The City Council authorizes and directs the Mayor and City Clerk to execute a deed and all of the documents necessary to complete the sale.

Adopted by the Anoka City Council this 16th day of March 2015.

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

ATTEST:

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

_____
Phil Rice, Mayor

_____
Amy T. Oehlers, City Clerk

	Aye	Nay	Abstain	Absent
Rice				
Anderson				
Freeburg				
Schmidt				
Weaver				

PURCHASE AGREEMENT

1044 MADISON STREET

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

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issued by First American Title Insurance Company (the "**Title Company**"), subject only to the Permitted Encumbrances.

B. Buyer's Objections. Buyer shall be allowed ten (10) business days after receipt of the Title Commitment for examination of title and making any objections, which shall be made in writing or deemed waived.

16. TITLE CORRECTIONS AND REMEDIES. Seller shall have forty-five (45) days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention as to making the title marketable within the 45 day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.

A. If notice is given and Seller makes title marketable, then upon presentation to Buyer and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the DATE OF CLOSING, whichever is later.

B. If notice is given and Seller proceeds in good faith to make title marketable but the 45 day period expires without title being made marketable, Buyer may terminate this Agreement by written notice to Seller, neither party shall be liable for damages hereunder to the other, and the Earnest Money shall be refunded to Buyer.

C. If Seller does not give notice of intention to make title marketable, or if notice is given but the 45 day period expires without title being made marketable due to Seller's failure to proceed in good faith, Buyer may seek, as permitted by law, any one or more of the following:

(1) Proceed to closing waiving the objections to title;

(2) Termination of this Agreement by notice as provided herein, in which case the Earnest Money shall be refunded to Buyer;

(3) Specific performance within six (6) months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.

D. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may, as its sole remedy, terminate this Agreement upon written notice to Buyer, in which case Seller shall be entitled to retain the Earnest Money as liquidated damages for Buyer's default.

E. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:

(1) Terminate this Agreement by written notice to Seller as provided herein, in which case the Earnest Money shall be refunded to Buyer; or

(2) Seek specific performance within six (6) months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.

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

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

A. That to the best of Seller's knowledge, neither the Seller nor any prior owner of the Property used the Property in violation of currently applicable Federal, State or local environmental laws.

B. That Seller has not received any notice from a governmental agency for violation of environmental laws.

C. That if notice of violation of any environmental laws is received from a governmental agency by Seller prior to the DATE OF CLOSING, Seller shall immediately notify Buyer.

D. That to the best of Seller's knowledge, the Property is free from any hazardous substances.

E. That Seller has not taken part in the release of any hazardous substance on the Property.

F. That Seller has no knowledge of any violations, claims, administrative proceedings or lawsuits relating to hazardous substances on the Property.

G. That the Property is not subject to any so-called "super liens" due to hazardous waste clean-up and that Seller will keep the Property free from such liens prior to the DATE OF CLOSING.

H. That the Buyer shall have necessary right of access to and right of inspection of the Property prior to closing for the purpose of determining compliance with the representations and warranties set forth in this Section 17, including the right to conduct a Phase I and/or Phase II environmental audit of the Property in Buyer's discretion and at Buyer's expense. Seller shall provide Buyer with a copy of any Phase I and Phase II environmental audit report obtained by Seller with respect to the Property.

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

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

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

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

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

22. PAYMENT OF CLOSING COSTS. Each party will pay closing costs which are normally allocated between sellers and buyers in a real estate transaction in Minnesota.

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

24. PARK DEDICATION FEES. Seller shall be responsible for payment of all park dedication fees due the City of Anoka for development by Buyer of the Property.

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

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

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

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

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

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

[Remainder of Page intentionally left blank]

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

SELLER:
THE CITY OF ANOKA

By: _____
Phil Rice, Mayor

By: _____
Amy Oehlers, City Clerk

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

BUYER:
Tollberg Homes

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 1, Block 1, Woodbury's Third Addition, Anoka County, Minnesota

COUNCIL MEMO FORM

9.10

Meeting Date	March 16, 2015
Agenda Section	Ordinances and Resolutions
Item Description	ORD/ Sale of 1045 Jefferson Street (2nd Reading)
Submitted By	Erik Thorvig, Economic Development Manager

BACKGROUND INFORMATION:

See Council Memo for 1038 Madison Street.

FINANCIAL IMPACT:

The sale price is $31,250/lot. The proceeds of the sale will go into the Building Capital Fund which was used to purchase the property from the Volunteers of America.

COUNCIL REQUESTED ACTION:

Hold the second reading and adopt the ordinance selling property to Tollberg Homes.

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

CITY OF ANOKA, MINNESOTA
ORDINANCE

ORD-2015-XXXX

AN ORDINANCE APPROVING A PURCHASE AGREEMENT TO CONVEY REAL PROPERTY TO TOLLBERG HOMES
(1045 Jefferson St)

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

WHEREAS, Tollberg Homes proposes to construct a single family home on the property identified in Exhibit A of the Purchase Agreement; and

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

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

1. The City Council hereby approves the sale of said real property pursuant to the attached Purchase Agreement.

2. The City Council authorizes and directs the Mayor and City Clerk to execute a deed and all of the documents necessary to complete the sale.

Adopted by the Anoka City Council this 16th day of March, 2015.

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

ATTEST:

_____
Phil Rice, Mayor

_____
Amy T. Oehlers, City Clerk

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

	Aye	Nay	Abstain	Absent
Rice				
Anderson				
Freeburg				
Schmidt				
Weaver				

PURCHASE AGREEMENT

1045 JEFFERSON STREET

1. PARTIES. This Purchase Agreement (this "**Agreement**") is made effective as of March___, 2015, by the City of Anoka, a municipal corporation, 2015 First Avenue North, Anoka, Minnesota 55303 ("**Seller**"), and Tollberg Homes, with its principal office at 1428 5th Avenue, Anoka, Minnesota 55303-3636 ("**Buyer**").

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

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

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

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

___X___ B. Buyer is purchasing a vacant lot.

4. PRICE AND TERMS. The purchase price for the Property shall be Thirty-One Thousand Two Hundred Fifty and 00/100 Dollars ($31,250) (the "**Purchase Price**"), which Buyer shall pay as follows: Earnest money of One Thousand and no/100 Dollars ($1,000.00), the receipt and sufficiency of which are hereby acknowledged (the "**Earnest Money**"); the remaining balance of Thirty Thousand Two Hundred Fifty and 00/100 Dollars ($30,250.00) payable on or before April 30, 2015 the "**DATE OF CLOSING**." Buyer shall have until the DATE OF CLOSING within which to complete its due diligence. Thereafter, the Earnest Money shall become non-refundable.

If the transaction contemplated by this Agreement is closed, the Earnest Money shall be credited toward the payment of the Purchase Price at closing. In the event this Agreement is terminated by Buyer because any of the contingencies set forth in Section 5 are not satisfied or waived, the Earnest Money shall be refunded to Buyer. In the event the purchase transaction is not closed by reason of a default by Buyer, the Earnest Money shall be forfeited by Buyer and retained by Seller as liquidated damages for Buyer's default, which shall be Seller's sole and exclusive remedy with respect to any breach of this Agreement by Buyer.

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

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

(b) Buyer and Seller entering into a mutually acceptable Development Agreement relative to the Property.

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

(d) All area calculations (and resulting transaction numbers) are subject to a final survey by the Buyer if deemed necessary.

(e) The title contingencies set forth in Sections 15 and 16 below have been satisfied or waived by Buyer within the applicable time frames set out in Sections 15 and 16.

In the event any of the above contingencies have not been satisfied or waived by the party benefitted by said contingency on or before the DATE OF CLOSING, this Agreement may be terminated at the option of the benefitted party by giving at least 15 days prior written notice to the other party.

6. DEED/MARKETABLE TITLE. Upon performance by Buyer, Seller shall execute and deliver a Warranty Deed conveying marketable title, free and clear of any mortgages, liens or encumbrances other than the following (the "**Permitted Encumbrances**"):

A. Building and zoning laws, ordinances, state and federal regulations;

B. Restrictions relating to use or improvement of the Property without effective forfeiture provisions;

C. Reservation of any mineral rights by the State of Minnesota;

D. Utility and drainage easements as shown on the proposed plat;

E. Such other exceptions to title as Buyer approves or waives pursuant to the provisions of Sections 15 and 16 below.

7. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS. Real estate taxes due and payable in and for the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual DATE OF CLOSING. At or before closing, Seller shall pay any special assessments levied, pending or deferred against the Property as of the Date of Closing. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter and any special assessments levied and payable after the DATE OF CLOSING. Seller makes no representation concerning the amount of future real estate taxes or of future special assessments.

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

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

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

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

12. BROKERAGE. Buyer and Seller represent that neither party is represented by a real estate agent or broker and no brokerage commissions are due any third parties as a result of this transaction.

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

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

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

A. Seller's Title Evidence. Seller shall furnish to Buyer a commitment ("**Title Commitment**") for an ALTA Form 2006 Owner's Policy of Title Insurance, certified to date to include proper searches covering bankruptcies, State and Federal judgments and liens, insuring title to the Property deleting standard exceptions and including affirmative insurance regarding zoning, contiguity, appurtenant easements and such other matters as may be identified by Buyer, in the amount of the Purchase Price

issued by First American Title Insurance Company (the "**Title Company**"), subject only to the Permitted Encumbrances.

B. Buyer's Objections. Buyer shall be allowed ten (10) business days after receipt of the Title Commitment for examination of title and making any objections, which shall be made in writing or deemed waived.

16. TITLE CORRECTIONS AND REMEDIES. Seller shall have forty-five (45) days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention as to making the title marketable within the 45 day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.

A. If notice is given and Seller makes title marketable, then upon presentation to Buyer and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the DATE OF CLOSING, whichever is later.

B. If notice is given and Seller proceeds in good faith to make title marketable but the 45 day period expires without title being made marketable, Buyer may terminate this Agreement by written notice to Seller, neither party shall be liable for damages hereunder to the other, and the Earnest Money shall be refunded to Buyer.

C. If Seller does not give notice of intention to make title marketable, or if notice is given but the 45 day period expires without title being made marketable due to Seller's failure to proceed in good faith, Buyer may seek, as permitted by law, any one or more of the following:

(1) Proceed to closing waiving the objections to title;

(2) Termination of this Agreement by notice as provided herein, in which case the Earnest Money shall be refunded to Buyer;

(3) Specific performance within six (6) months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.

D. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may, as its sole remedy, terminate this Agreement upon written notice to Buyer, in which case Seller shall be entitled to retain the Earnest Money as liquidated damages for Buyer's default.

E. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:

(1) Terminate this Agreement by written notice to Seller as provided herein, in which case the Earnest Money shall be refunded to Buyer; or

(2) Seek specific performance within six (6) months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.

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

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

A. That to the best of Seller's knowledge, neither the Seller nor any prior owner of the Property used the Property in violation of currently applicable Federal, State or local environmental laws.

B. That Seller has not received any notice from a governmental agency for violation of environmental laws.

C. That if notice of violation of any environmental laws is received from a governmental agency by Seller prior to the DATE OF CLOSING, Seller shall immediately notify Buyer.

D. That to the best of Seller's knowledge, the Property is free from any hazardous substances.

E. That Seller has not taken part in the release of any hazardous substance on the Property.

F. That Seller has no knowledge of any violations, claims, administrative proceedings or lawsuits relating to hazardous substances on the Property.

G. That the Property is not subject to any so-called "super liens" due to hazardous waste clean-up and that Seller will keep the Property free from such liens prior to the DATE OF CLOSING.

H. That the Buyer shall have necessary right of access to and right of inspection of the Property prior to closing for the purpose of determining compliance with the representations and warranties set forth in this Section 17, including the right to conduct a Phase I and/or Phase II environmental audit of the Property in Buyer's discretion and at Buyer's expense. Seller shall provide Buyer with a copy of any Phase I and Phase II environmental audit report obtained by Seller with respect to the Property.

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

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

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

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

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

22. PAYMENT OF CLOSING COSTS. Each party will pay closing costs which are normally allocated between sellers and buyers in a real estate transaction in Minnesota.

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

24. PARK DEDICATION FEES. Seller shall be responsible for payment of all park dedication fees due the City of Anoka for development by Buyer of the Property.

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

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

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

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

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

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

[Remainder of Page intentionally left blank]

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

SELLER:
THE CITY OF ANOKA

By: _____
Phil Rice, Mayor

By: _____
Amy Oehlers, City Clerk

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

BUYER:
Tollberg Homes

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 3, Block 1, Woodbury's Third Addition, Anoka County, Minnesota

COUNCIL MEMO FORM

9.11

Meeting Date	March 16, 2015
Agenda Section	Ordinances and Resolutions
Item Description	ORD/ Sale of 1051 Jefferson Street (2nd Reading)
Submitted By	Erik Thorvig, Economic Development Manager

BACKGROUND INFORMATION:

See Council Memo for 1038 Madison Street.

FINANCIAL IMPACT:

The sale price is $31,250/lot. The proceeds of the sale will go into the Building Capital Fund which was used to purchase the property from the Volunteers of America.

COUNCIL REQUESTED ACTION:

Hold the second reading and adopt the ordinance selling property to Tollberg Homes.

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

CITY OF ANOKA, MINNESOTA
ORDINANCE

ORD-2015-XXXX

AN ORDINANCE APPROVING A PURCHASE AGREEMENT TO CONVEY REAL PROPERTY TO TOLLBERG HOMES
(1051 Jefferson St)

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

WHEREAS, Tollberg Homes proposes to construct a single family home on the property identified in Exhibit A of the Purchase Agreement; and

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

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

1. The City Council hereby approves the sale of said real property pursuant to the attached Purchase Agreement.

2. The City Council authorizes and directs the Mayor and City Clerk to execute a deed and all of the documents necessary to complete the sale.

Adopted by the Anoka City Council this 16th day of March, 2015.

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

ATTEST:

_____
Phil Rice, Mayor

_____
Amy T. Oehlers, City Clerk

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

	Aye	Nay	Abstain	Absent
Rice				
Anderson				
Freeburg				
Schmidt				
Weaver				

PURCHASE AGREEMENT

1051 JEFFERSON STREET

1. PARTIES. This Purchase Agreement (this "**Agreement**") is made effective as of March ___, 2015, by the City of Anoka, a municipal corporation, 2015 First Avenue North, Anoka, Minnesota 55303 ("**Seller**"), and Tollberg Homes, with its principal office at 1428 5th Avenue, Anoka, Minnesota 55303-3636 ("**Buyer**").

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

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

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

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

___X___ B. Buyer is purchasing a vacant lot.

4. PRICE AND TERMS. The purchase price for the Property shall be Thirty-One Thousand Two Hundred Fifty and 00/100 Dollars ($31,250) (the "**Purchase Price**"), which Buyer shall pay as follows: Earnest money of One Thousand and no/100 Dollars ($1,000.00), the receipt and sufficiency of which are hereby acknowledged (the "**Earnest Money**"); the remaining balance of Thirty Thousand Two Hundred Fifty and 00/100 Dollars ($30,250.00) payable on or before April 30, 2015 the "**DATE OF CLOSING**." Buyer shall have until the DATE OF CLOSING within which to complete its due diligence. Thereafter, the Earnest Money shall become non-refundable.

If the transaction contemplated by this Agreement is closed, the Earnest Money shall be credited toward the payment of the Purchase Price at closing. In the event this Agreement is terminated by Buyer because any of the contingencies set forth in Section 5 are not satisfied or waived, the Earnest Money shall be refunded to Buyer. In the event the purchase transaction is not closed by reason of a default by Buyer, the Earnest Money shall be forfeited by Buyer and retained by Seller as liquidated damages for Buyer's default, which shall be Seller's sole and exclusive remedy with respect to any breach of this Agreement by Buyer.

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

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

(b) Buyer and Seller entering into a mutually acceptable Development Agreement relative to the Property.

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

(d) All area calculations (and resulting transaction numbers) are subject to a final survey by the Buyer if deemed necessary.

(e) The title contingencies set forth in Sections 15 and 16 below have been satisfied or waived by Buyer within the applicable time frames set out in Sections 15 and 16.

In the event any of the above contingencies have not been satisfied or waived by the party benefitted by said contingency on or before the DATE OF CLOSING, this Agreement may be terminated at the option of the benefitted party by giving at least 15 days prior written notice to the other party.

6. DEED/MARKETABLE TITLE. Upon performance by Buyer, Seller shall execute and deliver a Warranty Deed conveying marketable title, free and clear of any mortgages, liens or encumbrances other than the following (the "**Permitted Encumbrances**"):

A. Building and zoning laws, ordinances, state and federal regulations;

B. Restrictions relating to use or improvement of the Property without effective forfeiture provisions;

C. Reservation of any mineral rights by the State of Minnesota;

D. Utility and drainage easements as shown on the proposed plat;

E. Such other exceptions to title as Buyer approves or waives pursuant to the provisions of Sections 15 and 16 below.

7. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS. Real estate taxes due and payable in and for the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual DATE OF CLOSING. At or before closing, Seller shall pay any special assessments levied, pending or deferred against the Property as of the Date of Closing. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter and any special assessments levied and payable after the DATE OF CLOSING. Seller makes no representation concerning the amount of future real estate taxes or of future special assessments.

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

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

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

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

12. BROKERAGE. Buyer and Seller represent that neither party is represented by a real estate agent or broker and no brokerage commissions are due any third parties as a result of this transaction.

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

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

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

A. Seller's Title Evidence. Seller shall furnish to Buyer a commitment ("**Title Commitment**") for an ALTA Form 2006 Owner's Policy of Title Insurance, certified to date to include proper searches covering bankruptcies, State and Federal judgments and liens, insuring title to the Property deleting standard exceptions and including affirmative insurance regarding zoning, contiguity, appurtenant easements and such other matters as may be identified by Buyer, in the amount of the Purchase Price

issued by First American Title Insurance Company (the "**Title Company**"), subject only to the Permitted Encumbrances.

B. Buyer's Objections. Buyer shall be allowed ten (10) business days after receipt of the Title Commitment for examination of title and making any objections, which shall be made in writing or deemed waived.

16. TITLE CORRECTIONS AND REMEDIES. Seller shall have forty-five (45) days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention as to making the title marketable within the 45 day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.

A. If notice is given and Seller makes title marketable, then upon presentation to Buyer and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the DATE OF CLOSING, whichever is later.

B. If notice is given and Seller proceeds in good faith to make title marketable but the 45 day period expires without title being made marketable, Buyer may terminate this Agreement by written notice to Seller, neither party shall be liable for damages hereunder to the other, and the Earnest Money shall be refunded to Buyer.

C. If Seller does not give notice of intention to make title marketable, or if notice is given but the 45 day period expires without title being made marketable due to Seller's failure to proceed in good faith, Buyer may seek, as permitted by law, any one or more of the following:

(1) Proceed to closing waiving the objections to title;

(2) Termination of this Agreement by notice as provided herein, in which case the Earnest Money shall be refunded to Buyer;

(3) Specific performance within six (6) months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.

D. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may, as its sole remedy, terminate this Agreement upon written notice to Buyer, in which case Seller shall be entitled to retain the Earnest Money as liquidated damages for Buyer's default.

E. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:

(1) Terminate this Agreement by written notice to Seller as provided herein, in which case the Earnest Money shall be refunded to Buyer; or

(2) Seek specific performance within six (6) months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.

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

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

A. That to the best of Seller's knowledge, neither the Seller nor any prior owner of the Property used the Property in violation of currently applicable Federal, State or local environmental laws.

B. That Seller has not received any notice from a governmental agency for violation of environmental laws.

C. That if notice of violation of any environmental laws is received from a governmental agency by Seller prior to the DATE OF CLOSING, Seller shall immediately notify Buyer.

D. That to the best of Seller's knowledge, the Property is free from any hazardous substances.

E. That Seller has not taken part in the release of any hazardous substance on the Property.

F. That Seller has no knowledge of any violations, claims, administrative proceedings or lawsuits relating to hazardous substances on the Property.

G. That the Property is not subject to any so-called "super liens" due to hazardous waste clean-up and that Seller will keep the Property free from such liens prior to the DATE OF CLOSING.

H. That the Buyer shall have necessary right of access to and right of inspection of the Property prior to closing for the purpose of determining compliance with the representations and warranties set forth in this Section 17, including the right to conduct a Phase I and/or Phase II environmental audit of the Property in Buyer's discretion and at Buyer's expense. Seller shall provide Buyer with a copy of any Phase I and Phase II environmental audit report obtained by Seller with respect to the Property.

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

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

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

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

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

22. PAYMENT OF CLOSING COSTS. Each party will pay closing costs which are normally allocated between sellers and buyers in a real estate transaction in Minnesota.

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

24. PARK DEDICATION FEES. Seller shall be responsible for payment of all park dedication fees due the City of Anoka for development by Buyer of the Property.

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

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

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

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

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

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

[Remainder of Page intentionally left blank]

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

SELLER:
THE CITY OF ANOKA

By: _____
Phil Rice, Mayor

By: _____
Amy Oehlers, City Clerk

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

BUYER:
Tollberg Homes

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 2, Block 1, Woodbury's Third Addition, Anoka County, Minnesota

COUNCIL MEMO FORM

9.12

Meeting Date	March 16, 2015
Agenda Section	Ordinances and Resolutions
Item Description	RES/Approving a Development Agreement with Tollberg Homes
Submitted By	Erik Thorvig, Economic Development Manager

BACKGROUND INFORMATION:

Tollberg Homes is planning to construct four single family homes at 1038 and 1044 Madison Street and 1045 and 1051 Jefferson Street. Because they are city-owned lots a development agreement is typically approved to ensure orderly development. This development agreement is typical to other development agreements the city has approved however there are several unique provisions. They are as follows:

- *"The Developer shall pay park dedication fees per lot upon issuance of a building permit."*

- *"The Developer shall pay SAC/WAC fees in the amount of $3,100/lot upon issuance of a building permit."* The City waived the Metro Council portion as there are existing credits on the site from the previous building. The $3,100 will go into the City water and sewer fund.

- *"The Developer shall grant the City access over Lots 1 and 2 for the purpose of installation of a water main. The City and Developer shall work to ensure minimal disruption occurs as a result of each parties work. The City shall restore the property as a result of the water main installation."* The City needs to install a water main along the eastern edge of the two lots to loop Madison and Jefferson Street. This couldn't be completed as part of the 2014 street renewal project due to the building not being demolished until the project was complete. This work should be completed this spring.

- *"The Developer shall grant the City access over Lots 1 and 2 for the purpose of installation of road improvements. Said improvements shall occur entirely within the right-of-way, however access over Lots 1 and 2 may be needed. The City and Developer shall work to ensure minimal disruption occurs as a result of each parties work. The City shall restore the property as a result of the improvements."* The City will be installing half cul-de-sacs at the end of Jefferson and Madison Streets to allow for ease of snowplowing. The cul-de-sacs will be located entirely within the right-of-way however access may be needed on private property. This work would likely occur in the fall.

- *"If the Developer fails to commence construction of the Improvements on Lots 2 and 3 by September 1, 2015, the City, in its discretion and upon written notification to the Developer within thirty (30) days after said date, may elect to repurchase said Lots from the Developer. Subject to Unavoidable Delays, if the Developer fails to commence construction of the Improvements on Lots 1 and 4 by January 1, 2016, the City, in its discretion and upon written notification to the Developer within thirty (30) days after said date, may elect to repurchase said Lots from the Developer. The repurchase price shall be Thirty One Thousand Two Hundred Fifty and 00/100 Dollars (31,250.00) per lot."* This provision is in place if closing of the property occurs, however construction does not. It is anticipated that Lots 2 and 3 will be built on first, followed by Lots 1 and 4.

FINANCIAL IMPACT:
Other than typical development fees, no financial impact will occur.

COUNCIL REQUESTED ACTION:
Adopt the resolution approving a development agreement with Tollberg Homes.

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

CITY OF ANOKA, MINNESOTA
RESOLUTION

RES-2015-XX

RESOLUTION APPROVING DEVELOPMENT AGREEMENT WITH TOLLBERG HOMES

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

WHEREAS, Tollberg Homes ("The Developer") wishes to acquire the property to construction four single family homes; and

WHEREAS, the City and The Developer have entered into a purchase agreement (the "Purchase Agreement"); and

WHEREAS, the Developer has agreed to construct four single family homes on the Property as more fully set forth in this Development Agreement; and

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

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

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

Adopted by the Anoka City Council this 16th day of March 2015.

ATTEST:

_____ _____
Amy T. Oehlers, City Clerk Phil Rice, Mayor

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015, is by and between the City of Anoka, a body corporate and politic, 2015 First Avenue North, Anoka, Minnesota 55303, (the "City"), and Tollberg Homes with its principal place of business located at 1428 5th Avenue, Anoka, Minnesota 55303, (the "Developer").

WITNESSETH:

WHEREAS, the City is the owner of certain real property located within the City of Anoka, which legally described as Lot 1,2, 3 and 4, Woodbury's Third Addition, Anoka County, Minnesota (the "Property"); and

WHEREAS, the City and the Developer have entered into a vacant land purchase agreement (the "Purchase Agreement") pursuant to which the City has agreed to sell the Property to the Developer; and

WHEREAS, the Developer has agreed to construct four single family homes (the "Improvements") on the Property; and

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

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

ARTICLE I

Definitions

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

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

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

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

"City" means the City of Anoka, Minnesota.

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

"Event of Default" shall have the meaning set forth in Section 6.1 of this Agreement.

"Improvements" means the construction of a _____ square foot single family home on the Property, in accordance with the approved Construction Plans for the Improvements and pursuant to the terms of this Agreement.

"Party" means either the Developer or the City.

"Parties" means the Developer and the City.

"Purchase Agreement" means the vacant land purchase agreement dated March 16, 2015, between the City and the Developer.

"State" means the State of Minnesota.

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

ARTICLE II

Representations and Warranties

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

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

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

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

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

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

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

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

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

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

(h) The Developer shall prepare a development plan, including site plan and building elevation renderings for City review and approval.

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

(j) The Developer shall pay park dedication fees per lot upon issuance of a building permit.

(k) The Developer shall pay SAC/WAC fees in the amount of $3,100/lot upon issuance of a building permit.

(l) The Developer shall grant the City access over Lots 1 and 2 for the purpose of installation of a water main. The City and Developer shall work to ensure minimal disruption occurs as a result of each parties work. The City shall restore the property as a result of the water main installation.

(m) The Developer shall grant the City access over Lots 1 and 2 for the purpose of installation of road improvements. Said improvements shall occur entirely within the right-of-way, however access over Lots 1 and 2 may be needed. The City and Developer shall work to ensure minimal disruption occurs as a result of each parties work. The City shall restore the property as a result of the improvements.

ARTICLE III

Construction of Improvements

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

Section 3.2. Construction Plans.

(a) The City's willingness to convey the Property to the Developer is predicated upon and subject to the Developer's agreement that it will construct the Improvements and that all the Improvements will be of such quality and nature as will satisfy the City's goals for the development of the Property. Therefore, prior to the issuance of a building permit, the Developer shall provide to the City for its review and approval Construction Plans for the Improvements. The Construction Plans shall provide for the construction of the Improvements and shall be inconformity with this Agreement and all applicable state and local laws and regulations. The City shall approve the Construction Plans in writing if: (1) the Construction Plans conform to the terms and conditions of this Agreement; (2) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations; (3) the Construction Plans are adequate to provide for the construction of the Improvements; and (4) no Event of Default has occurred. If the City rejects the Construction Plans in whole or in part, which rejection shall be by a written statement from the City specifying the respects in which the Construction Plans submitted by the Developer fail to conform to the requirements of this Section 3.2, then the Developer shall submit new or corrected Construction Plans within thirty (30) days after receipt by the Developer of such written statement.

The provisions of this Section 3.2 relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City. Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, the provisions of the Development Program, or the provisions of applicable

federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default. The Construction Plans shall be deemed approved by the City unless rejected in writing within thirty (30) days after receipt from the Developer by the City with a statement of the City's reasons for such rejection.

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

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall commence construction as soon after closing as practically possible with closing to be held on or before April 1, 2015. Subject to Unavoidable Delays, the Developer shall have substantially completed the construction of the Improvements within one year from the closing date, unless amended by the parties. Appropriate extension of time for completion shall be made for time lost as a result of Unavoidable Delays or other factors approved by the City; provided that within twenty (20) days after the occurrence of an Unavoidable Delay or other factor, the Developer shall have notified the City in writing of such occurrence.

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

Section 3.4. Certificate of Completion.

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

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

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

ARTICLE IV
Prohibitions Against Assignment and Transfer; Indemnification

Section 4.1. Prohibition Against Transfer of Property and Assignment of Agreement.

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

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

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

(ii) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject unless the Developer agrees to continue to fulfill those obligations, in which case the preceding provisions of this Section 4.1(b)(ii) shall not apply; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, shall not (unless

and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) deprive the City of any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of the Parties as expressed in this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in the Agreement) no transfer or change with respect to ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City with respect to any rights or remedies or controls provided in or resulting from the Agreement with respect to the Property and the construction of the Improvements that the City would have had, had there been no such transfer or change. In the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by the Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereto.

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

Section 4.2. Release and Indemnification Covenants.

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

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

(c) The City, the City, and the governing body members, officers, agents, servants and employees thereof shall not be liable for any damage or injury to the persons or property of the Developer, or its officers, agents, servants or employees or any other

person who may be about the Improvements due to any act of negligence of any person, excluding the negligent acts or misconduct of the City, the City, its agents or employees.

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

Section 4.3. Approvals. Any approval of a transfer of interest in this Agreement or the Property required to be given by the City under this Article IV may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

ARTICLE V

Insurance and Condemnation

Section 5.1. Insurance. The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Improvements and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

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

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

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

The policies of insurance required pursuant to clauses (a) and (b) above shall be in form and content satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State. The policies of insurance shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City and the Developer in the event of cancellation of such policy or change affecting the coverage thereunder.

ARTICLE VI

Events of Default

Section 6.1. Events of Default Defined. The term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any failure by the Developer to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

Section 6.2. Remedies on Default. Whenever any Event of Default referred to in Section 6.1 of this Agreement occurs, the City, as specified below, may take any one or more of the following actions after provision of thirty (30) days' written notice to the Developer by the City of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days or, if the Event of Default cannot be cured within thirty (30) days, the Developer does not provide assurances to the City reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

(a) Terminate this Agreement, in which case

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

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

Section 6.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right any power may be exercised from time to time and as often as may be deemed expedient.

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

ARTICLE VII

Additional Provisions

Section 7.1. Right to Repurchase. Subject to Unavoidable Delays, if the Developer fails to commence construction of the Improvements on Lots 2 and 3 by September 1, 2015, the

City, in its discretion and upon written notification to the Developer within thirty (30) days after said date, may elect to repurchase said Lots from the Developer. Subject to Unavoidable Delays, if the Developer fails to commence construction of the Improvements on Lots 1 and 4 by January 1, 2016, the City, in its discretion and upon written notification to the Developer within thirty (30) days after said date, may elect to repurchase said Lots from the Developer. The repurchase price shall be Thirty One Thousand Two Hundred Fifty and 00/100 Dollars (31,250.00) per lot, less the City's actual closing costs incurred in (1) the original sale of the Property to the Developer and; (2) the City's actual closing costs incurred in the repurchase of the Property from the Developer, payable at the time of the repurchase. The right-of-repurchase may be enforced by any appropriate means, including an action for specific performance.

Section 7.2. Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Property, or any part thereof, that the Developer and such successors and assigns shall devote the Property to, and only to, and in accordance with, the uses specified in the City Code or in approved variances, for the term of this Agreement.

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

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

(a) in the case of the Developer is addressed to or delivered personally to Tollberg Homes, 1428 5th Avenue, Anoka, Minnesota 55303;

(b) in the case of the City, is addressed to or delivered personally to the City Director at Anoka City Hall, 2015 First Avenue North, Anoka, Minnesota 55303;
or at such other address with respect to either such Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 7.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 7.6. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

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

CITY OF ANOKA

By: _____

Its: _____

TOLLBERG HOMES

By: _____

Its: _____

COUNCIL MEMO FORM

9.13

Meeting Date	March 16, 2015
Agenda Section	Ordinances and Resolutions
Item Description	RES/Entering into a PILOT Agreement with Homestead at Anoka
Submitted By	Erik Thorvig, Economic Development Manager

BACKGROUND INFORMATION:

On April 5, 2011 a development agreement was entered into for Phase I of the Homestead at Anoka. Phase I consisted of 58 assisted living units and 120 nursing beds. The nursing bed portion of the facility is tax exempt. Per the approved development agreement, the Homestead at Anoka has agreed to enter into a Payment In-Lieu of Tax (PILOT) agreement for the nursing home portion of the facility. The purpose of the PILOT is to help the City recover certain public costs the facility may utilize such as police, fire, snow removal, etc. that would otherwise be paid through property taxes.

The agreement shall be effective unless the following occurs:

1. If the subject property ceases to be used as a skilled nursing facility.
2. If the subject property is declared to not be tax exempt.
3. By the mutual written agreement of the parties indicating that all of the objectives and obligations of this Agreement have either been satisfied or waived.

FINANCIAL IMPACT:

The City will receive a payment of $29,760 for 2014. The annual PILOT amount shall be subject to adjustment each year based on the percentage increase or decrease, if any, received by the Company in Medical Assistance payment rates from the Minnesota Department of Human Services for the skilled nursing care facility owned and operated by the Company; provided, however, that the PILOT amount shall never be decreased to less than $29,760.00. Increases or decreases in the annual PILOT amount shall be effective for the calendar year next following the year in which new Medical Assistance payment rates go into effect for the skilled nursing care facility. Annual PILOT payments will be adjusted, upward or downward, based upon allocable changes in the number of licensed beds or the number of units which are exempt from property taxation.

Payments for 2015 and into the future will be due on May 15 and October 15 each year.

COUNCIL REQUESTED ACTION:

Adopt the resolution entering into a PILOT Agreement with the Homestead at Anoka.

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

CITY OF ANOKA, MINNESOTA
RESOLUTION

RES-2015-XX

A RESOLUTION ENTERING INTO A PAYMENT IN-LIEU OF TAX (PILOT) AGREEMENT WITH THE HOMESTEAD AT ANOKA

WHEREAS, the City (City of Anoka, Minnesota) is a political subdivision of the State of Minnesota, organized as a municipality, with all the rights and powers attendant thereto; and

WHEREAS, the Company (The Homestead at Anoka) has developed a 120-bed skilled nursing facility at the northwest corner of 4th Avenue and Grant Street; and

WHEREAS, as a Minnesota non-profit corporation and under the laws of Minnesota said facility is exempt from real estate taxation; and

WHEREAS, the City desires to recover some portion of the costs to provide public services to this exempt property; and

WHEREAS, the City and Company wish to enter into this Agreement to ensure orderly and efficient delivery of services to said development;

NOW, THEREFORE LET IT BE FURTHER RESOLVED THAT, in consideration of the foregoing, the covenants and agreements contained herein and for good and value consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Company enter into this Agreement attached hereto and that the Mayor and City Clerk or his/her designee are authorized and directed to execute all documents.

Adopted by the Anoka City Council this 16th day of March 2015.

ATTEST:

_____ _____
Amy T. Oehlers, City Clerk Phil Rice, Mayor

AGREEMENT FOR PAYMENTS IN LIEU OF TAXES

By and Between the City of Anoka

and

The Homestead at Anoka, Inc.

This Agreement ("Agreement") is made this _____ day of _____, 2015, by and between the City of Anoka (the "City"), a municipal corporation under the laws of Minnesota and The Homestead at Anoka Inc. (the "Company"), a Minnesota non-profit corporation with its principal offices at 7530 Market Place Drive, Eden Prairie, Minnesota 55344-3636 (collectively referred to as the "Parties") and is founded on the recitations and contents hereof.

WHEREAS, the City is a political subdivision of the State of Minnesota organized as city with all the rights and powers attendant thereto; and

WHEREAS, the Company has developed a 120-bed skilled nursing facility at the northwest corner of 4th Avenue and Grant Street; and

WHEREAS, as a Minnesota non-profit corporation and under the laws of Minnesota said facility is exempt from real estate taxation; and

WHEREAS, the City desires to recover some portion of the costs to provide public services to this exempt property; and

WHEREAS, the City and Company wish to enter into this Agreement to ensure orderly and efficient delivery of services to said development;

NOW THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein and for good and value consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Company enter into this Agreement upon the following terms.

Section 1. <u>Property Subject to This Agreement</u>

This Agreement concerns the Company's development and use of property legally described as Lot 2 and 2A, Block 1, Homestead at Anoka and identified as Exhibit A ("Development Property").

Section 2. <u>Company's Use of the Property</u>

The Company developed, constructed, owns and operates a 120-bed skilled nursing facility on the Development Property.

Section 3. <u>Payments In Lieu of Taxes</u>

A. <u>Payments in lieu of taxes from the Company to the City.</u>

Upon execution of this Agreement, the Company agrees to make annual payments in lieu of real property taxes for the subject property to the City ("PILOT Payments"). The

initial annual PILOT amount shall be $29,760.00 and shall be payable by the Company to the City in calendar year 2014. The annual PILOT amount shall be subject to adjustment each year based on the percentage increase or decrease, if any, received by the Company in Medical Assistance payment rates from the Minnesota Department of Human Services for the skilled nursing care facility owned and operated by the Company; provided, however, that the PILOT amount shall never be decreased to less than $29,760.00. Increases or decreases in the annual PILOT amount shall be effective for the calendar year next following the year in which new Medical Assistance payment rates go into effect for the skilled nursing care facility. Annual PILOT payments will be adjusted, upward or downward, based upon allocable changes in the number of licensed beds or the number of units which are exempt from property taxation.

B. Remittance of PILOT Payments from the Company to the City

Annual payments shall be paid in two installments semi-annually and shall be due and payable on or before May 15 and October 15 each year.

Section 4. Disputes

Any disputes arising under this Section is subject to the dispute resolution procedures set forth in Section 5 of this Agreement, provided however that for any disputes over the Annual Assessment or related calculation of the amount of annual PILOT Payments under Section 3.A of this Agreement that allege that the amount of any PILOT Payment should be other than the amount that has been calculated and stated by the City Assessor, the Parties agree to the following:

A. The Parties may jointly contest the annual assessment before the Board of Review at the City and if unresolved to the mutual satisfaction of the Parties, the Parties may jointly appeal the Board of Review's determination to the State Property Tax Appeal Board; and may seek judicial review of the determination of the State Property Tax Appeal Board in court.

B. In addition, if review by the Board of Review is not available for any reason, or if the dispute alleges that the City has applied an incorrect rate for the PILOT Payments:
   (1) The Company shall timely remit the PILOT Payment to the City indicating its disagreement with the annual assessment or related calculation of the amount of the annual payment;
   (2) The Parties shall invoke the provisions of Section 5 of this Agreement.

Section 5. Dispute Resolution

The City and the Company agree to the following dispute resolution procedures.

A. **Meet and Confer.**
In the event that the City or the Company believes that the other has committed a possible violation of this Agreement, it may request in writing that the Parties meet

and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem within fifteen (15) days of the date of service of said request.

B. **Notice of Disagreement**

Within 30 days of holding the meet and confer in Subsection A, if the complaining party is not satisfied with the result of the meet and confer process, the complaining party shall provide written notice to the other identifying and describing any alleged violation of this Agreement ("Notice of Disagreement"), with particularity, if available, and setting forth the action required to remedy the alleged violation.

C. **Response to Notice of Disagreement**
Within 15 days of service of a Notice of Disagreement, the recipient party shall provide a written response denying or admitting the allegations set forth in the Notice of Disagreement, and, if the truth of the allegations is admitted, setting forth in detail the steps it has taken and/or will take to cure the violations. Failure to serve a timely response shall entitle the complaining party to proceed directly to arbitration or to initiate an appeal as provided in Section 5.D.

D. **Property Value Appeal**
Subject to prior compliance with the Meet and Confer process set forth in Section 5.A, and the Notice and Response process in Sections5.B and 5.C, the Company has the right to initiate an appeal of market value as per State Statutes.

Section 6. Notices and Demands

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

A. In the case of the Company, is addressed to or delivered personally to Corporate Controller, The Homestead at Anoka, Inc., 7530 Market Place Drive, Eden Prairie, Minnesota 55344-3636.

B. In the case of the City, is addressed to or delivered personally to the City Manager at Anoka City Hall, 2015 First Avenue North, Anoka, Minnesota 55303;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 7. Miscellaneous Provisions

A. Effective Date and Term

This Agreement shall become effective upon approval of the governing bodies of the City and Company and execution of this Agreement by the appropriate officers of the Parties, and shall remain in effect unless otherwise terminated by the mutual written consent of the City and Company or for cause as provided for in and subject to Section 5.B.

B. Authorization

The Company and the City each represent and warrant that each has performed all acts required by its own laws for the validity of adoption of this Agreement, including, but not limited to, matters of procedure and notice, and each has the full power and authority to execute this Agreement and to perform its obligations in accordance with the terms and conditions thereof, and that the representative executing this Agreement on behalf of such party is duly and fully authorized to so execute and deliver this Agreement.

The Company has authorized its officers to execute this Agreement by the May 15, 2015.

The City has approved this Agreement at a duly noticed meeting of the City Council held on March 16, 2015 and a resolution of the Council is attached hereto as Exhibit A.

C. Interpretation

This Agreement shall be interpreted as though jointly drafted by the parties.

D. Severability

Any term of this Agreement ruled invalid or unenforceable will be severed, and the remainder of this Agreement will be enforced.

E. Good Faith and Fair Dealing

The parties agree that this Agreement imposes on them a duty of good faith and fair dealing.

F. Amendment or Modification

This Agreement may not be modified or amended except by a writing of equal formality signed by both parties.

G. Law Governing

This Agreement will be governed and construed in accordance with the laws of Minnesota.

Section 8. Termination of Agreement.

With the exception of those rights and obligations identified herein that survive the termination of this Agreement, this Agreement may only be terminated due to one or more of the following conditions:

1. If the subject property ceases to be used as a skilled nursing facility.

2. If the subject property is declared to not be tax exempt.
3. By the mutual written agreement of the parties indicating that all of the objectives and obligations of this Agreement have either been satisfied or waived.

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

CITY OF ANOKA

By: _____
Phil Rice, Mayor

By: _____
Amy T. Oehlers, City Clerk

THE HOMESTEAD AT ANOKA, INC.

By: _____
Its:_____

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

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

_____
Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ the _____ of The Homestead at Anoka Inc., a Minnesota non-profit corporation.

_____
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

Lot 2 and 2A, Block 1, Homestead at Anoka and identified as Exhibit A
("Development Property")

EXHIBIT B
CITY COUNCIL RESOLUTION 2015-XXX

1200953.3

COUNCIL MEMO FORM

9.14

Meeting Date	March 16, 2015
Agenda Section	Ordinances and Resolutions
Item Description	ORD/First Amendment to Park Ramp Lease; Metropolitan Council (1st reading)
Submitted By	Crystal Paumen, City Planner

BACKGROUND INFORMATION:

The City of Anoka and the Metropolitan Council entered into a Parking Ramp Lease in April 2013. The First Amendment addresses the following items in the agreement:

- License to use North Parking Lot/North City Area until redevelopment occurs. Metropolitan Council shall be responsible for snow removal until the property is sold or leased to a Developer.
- Acknowledging Temporary Construction Easement for Future Parking Expansion—Surface improvements such as curb and gutter, parking lot asphalt, light poles and associated underground electrical wires may be located within the southern 5 feet of the easement. Retaining walls and underground electrical utilities are not allowed.
- Maintenance, Repairs, and Utilities
    - Irrigation System—City is responsible for water supply costs, maintenance of irrigation within the South City Area.
    - Landscape and Turf Maintenance—City is responsible for maintenance of landscaping and turf within the South City Area.
    - Keys and Locks—Metropolitan Council will be responsible for maintaining the keys and locks and provide the City access to the locked areas upon request.
    - Ramp and Platform Water Service—There are three water services to the Station Area two of which are to the ramp and platform. The Metropolitan Council will pay the City a one-time payment of $250 in exchange for providing yearly services in 5-year increments associated with opening the ramp and platform water service in the spring and shutting down the water service in the fall.
    - Irrigation Service—The Metropolitan Council will pay the City a one-time payment of $500 in exchange for the City providing yearly services associated with opening the water service in the spring and shutting down the water service in the fall and draining and blowing out the irrigation lines until the South City Area sells. When the South City Area sells, the Metropolitan Council will be responsible for draining the entire system and blowing out all the irrigation lines.
    - Snow Removal—Metropolitan Council will be responsible for all snow removal within the Station Area. The City will remove snow from snow dump area along the west side of the parking ramp when necessary.
- Acknowledging Monument Sign Easement Agreement

FINANCIAL IMPACT:

COUNCIL REQUESTED ACTION:

Approve the first reading of the Ordinance.

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

CITY OF ANOKA, MINNESOTA
ORDINANCE

ORD-2015-XXXX

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

Section 1. Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, by an affirmative vote of a majority of the Anoka City Councilmembers present, the lease document with the Metropolitan Council, First Amendment to the Parking Ramp Lease, hereto attached, is hereby approved.

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

ATTEST:

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

_____
Phil Rice, Mayor

_____
Amy T. Oehlers, City Clerk

	Aye	Nay	Abstain	Absent
Rice				
Anderson				
Freeburg				
Schmidt				
Weaver				

FIRST AMENDMENT TO PARKING RAMP LEASE
BETWEEN
CITY OF ANOKA
AND THE
METROPOLITAN COUNCIL

This First Amendment to that certain parking ramp lease ("Parking Ramp Lease" or "Lease") is made and entered into by and between the City of Anoka ("Landlord") and the Metropolitan Council ("Tenant").

RECITALS

1. On April 22, 2013, the Landlord and Tenant entered into the Parking Ramp Lease, which Lease superseded and replaced an existing ground lease that was entered into by and between the parties on August 16, 2010.

2. The premises covered in the Parking Ramp Lease are shown as the "**Station Area**" on the attached **Exhibit A**. The Station Area consists of Lots 1, 1A, and 1B, Block 1, ANOKA TRANSIT VILLAGE SOUTH SECOND ADDITION, Anoka County, Minnesota.

3. The City, who received a federal CMAQ grant from the Tenant, has constructed the parking ramp improvements ("Improvements") on the Station Area.

4. Landlord has leased the Station Area and Improvements to the Tenant and Tenant has agreed to operate and maintain certain Improvements for the term of the Lease.

5. The Lease contemplates that by a separate agreement the parties will enter into a license agreement for the Tenant to use the real property described as the North Lot and shown as the "**North City Area**" on the attached **Exhibit A.**

6. The Parking Ramp Lease also contemplates that the City will develop, at some point in the future, the area shown as the "**South City Area**" on the attached **Exhibit A**. The South City Area consists of Lots 2, 2A, and 2B, Block 1, ANOKA TRANSIT VILLAGE SOUTH SECOND ADDITION, Anoka County, Minnesota.

7. This First Amendment to the Parking Ramp Lease is intended to grant the Tenant a license to use the North City Area for the purposes described herein and to further delineate operation and maintenance responsibilities in both the Station Area and South City Area.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties agree to amend the Parking Ramp Lease as follows:

1. SECTION 3. <u>IMPROVEMENTS, ALTERATIONS</u> shall be amended to include the following:

3.3 (b) <u>License to Use North Lot or North City Area</u>. The Landlord hereby grants to the Tenant a license to use the North Lot or North City Area shown in the attached **Exhibit A**

for overflow parking until such time as the Landlord needs the property for redevelopment. The Tenant will be responsible for all operation and maintenance activities on the North Lot including snow removal as required for fire access, until the Landlord sells or leases the real property to a developer.

3.3 (c) Temporary Construction Easement for Future Parking Expansion. Landlord shall grant Tenant a temporary easement for the future construction of expansion parking on the Station Area in the form attached hereto as Exhibit B. Landlord shall record the temporary easement subsequent to the recording of the ANOKA TRANSIT VILLAGE SOUTH SECOND ADDITION plat. The temporary easement shall expire upon the completion of construction of the elevated parking on the Station Area including warranty work. The temporary easement shall be used, in part, for construction access along the future south wall of the expansion parking. The parties recognize there may be some wear and tear to the easement area when Tenant excavates for footings or drops-in precast panels for the expansion parking. Accordingly, until after the temporary easement has expired, Landlord and Tenant agree that surface improvements such as, but not limited to curb and gutter, parking lot asphalt, light poles and associated underground electrical wires may be located within five feet of the southernmost boundary of the temporary easement. Retaining walls and underground electrical utilities are not allowed. Upon completion of the parking expansion, Tenant shall be responsible for the restoration of the temporary easement area to its original condition immediately prior to the granting of the easement, reasonable wear and tear expected, excepting any concrete or electrical facilities.

2. Section 4. MAINTENANCE, REPAIRS AND UTILITIES shall be amended to include the following:

4.1. (f) Irrigation System**.** Tenant shall be responsible for the following items relating to an irrigation system which will be constructed on both the Station Area and the South City Area: Maintenance and programming of the system controller; maintenance of the irrigation system components within Station Area, including the repair and replacement of any heads or piping. Landlord shall be responsible for the following items: All water supply costs; maintenance of the irrigation system components outside the Station Area but within the South City Area including the repair and replacement of any heads or piping.

4.1. (g) Landscape and Turf Maintenance. Tenant shall be responsible for the following items: Maintenance of all landscaping materials and turf in the Station Area including, but not limited to, all cutting, pruning, and clean-up activities. Landlord will be responsible for the maintenance of all landscaping materials and turf outside the Station Area but included within the South City Area which includes the cutting, pruning, and clean-up activities.

4.1. (h) Keys and Locks. Tenant shall select keys and locks to be installed on all lockable doors at the parking facility. Tenant will be responsible for maintaining the keys and locks. Tenant will provide Landlord access to the locked areas of the parking ramp and overpass upon request.

4.2. (a) Ramp and Platform Water Service. The construction of the Improvements includes the installation of water service for maintenance purposes. The water service must be opened in the spring and shut down in the fall. Tenant shall be responsible for a one-time payment to the Landlord in the amount of two hundred and fifty dollars ($250) in exchange for the landlord providing yearly services in 5 year increments associated with opening

the ramp and platform water service in the spring and shutting down of the water service in the fall. This service shall be renewable upon the request of the tenant.

4.2. (b) Irrigation Service. The construction of the Improvements includes the installation of irrigation for maintenance purposes. The water service associated with the irrigation must be opened in the spring and shut down in the fall. Tenant shall be responsible for a one-time payment to the Landlord in the amount of five hundred dollars ($500) in exchange for the landlord providing yearly services associated with opening water service in the spring and shutting down the water service in the fall and draining and blowing out the irrigation lines until the South City Area sells. The City shall be responsible for draining and blowing out of the entire system including all the irrigation lines until the South City Area sells in which such time, the Tenant shall be responsible for draining the entire system and blowing out all the irrigation lines.

4.3. (a) Snow Removal. The Tenant will be responsible for all snow removal activities within the Station Area. Landlord shall remove snow from snow dump area along the west side of the parking ramp when necessary.

3. Section 14. FIXTURES shall be amended to include the following:

14.1 (a) Monument Sign. The parties shall enter into a Sign Easement Agreement whereby Landlord shall grant the Tenant a temporary easement shown on the attached Exhibit C for the access, installation, maintenance, repair and replacement of a monument sign for the Anoka Northstar Station.

-The remainder of the page has been intentionally left blank –

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Parking Ramp Lease to be executed by their duly authorized representatives on the dates indicated below. This First Amendment is effective upon final execution by both parties.

CITY OF ANOKA

By:_____

Its: _____

Date: _____

METROPOLITAN COUNCIL

By:_____
Patrick P. Born
Regional Administrator

Date: _____

EXHIBIT A

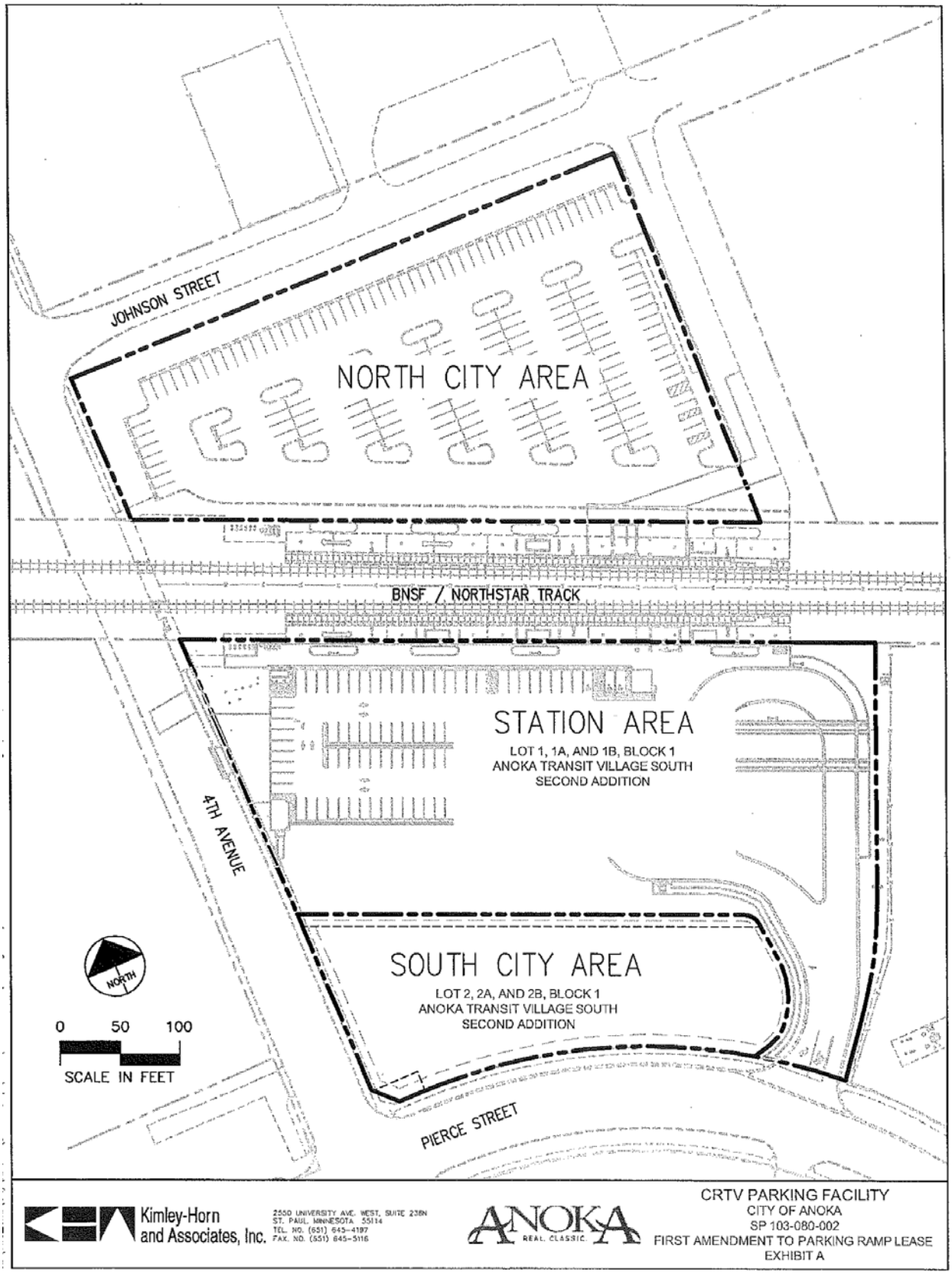
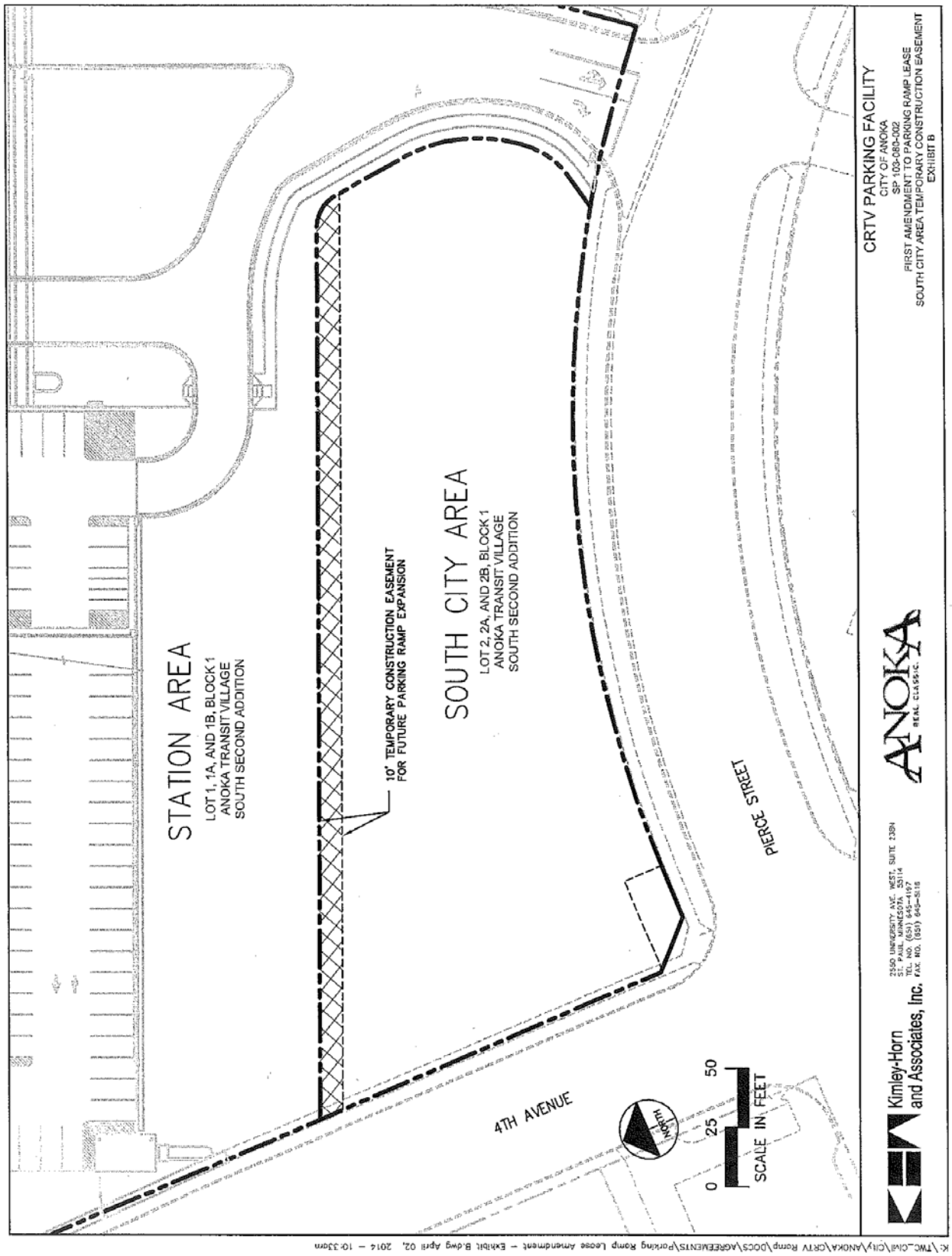
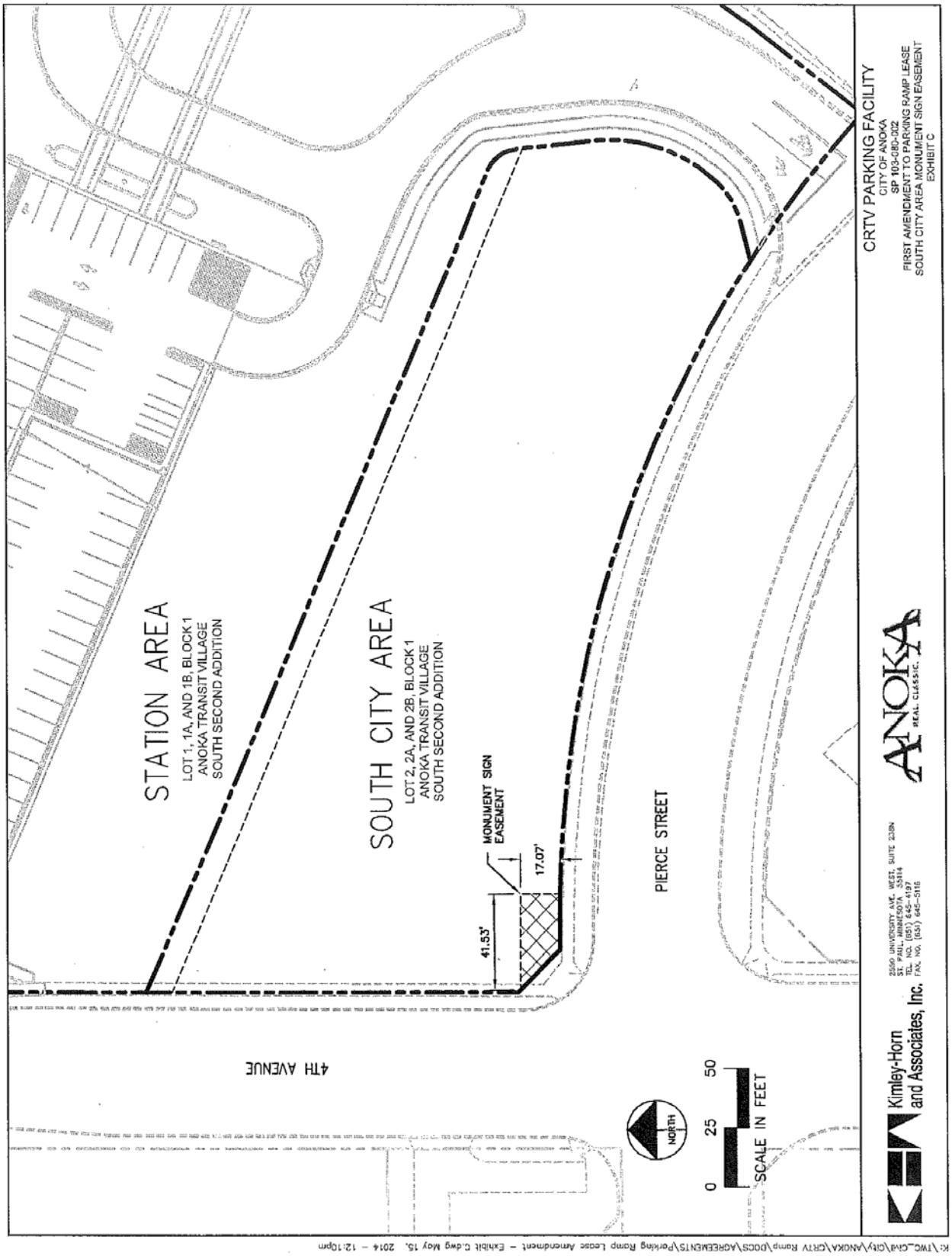

JOHNSON STREET
NORTH CITY AREA
BNSF / NORTHSTAR TRACK
STATION AREA
LOT 1, 1A, AND 1B, BLOCK 1
ANOKA TRANSIT VILLAGE SOUTH
SECOND ADDITION
4TH AVENUE
SOUTH CITY AREA
LOT 2, 2A, AND 2B, BLOCK 1
ANOKA TRANSIT VILLAGE SOUTH
SECOND ADDITION
NORTH
0 50 100
SCALE IN FEET
PIERCE STREET
Kimley-Horn and Associates, Inc.
2550 UNIVERSITY AVE. WEST, SUITE 238N
ST. PAUL, MINNESOTA 55114
TEL. NO. (651) 645-4197
FAX. NO. (651) 645-5116
ANOKA
REAL. CLASSIC.
CRTV PARKING FACILITY
CITY OF ANOKA
SP 103-080-002
FIRST AMENDMENT TO PARKING RAMP LEASE
EXHIBIT A

EXHIBIT B



K:\TMC_Civil\City\ANOKA\CRTV Ramp\DOCS\AGREEMENTS\Parking Ramp Lease Amendment - Exhibit B.dwg April 02, 2014 - 10:33am

EXHIBIT C


STATION AREA
LOT 1, 1A, AND 1B, BLOCK 1
ANOKA TRANSIT VILLAGE
SOUTH SECOND ADDITION
SOUTH CITY AREA
LOT 2, 2A, AND 2B, BLOCK 1
ANOKA TRANSIT VILLAGE
SOUTH SECOND ADDITION
MONUMENT SIGN EASEMENT
17.07'
41.53'
PIERCE STREET
4TH AVENUE
NORTH
0 25 50
SCALE IN FEET
CRTV PARKING FACILITY
CITY OF ANOKA
SP 103-080-002
FIRST AMENDMENT TO PARKING RAMP LEASE
SOUTH CITY AREA MONUMENT SIGN EASEMENT
EXHIBIT C
ANOKA
REAL. CLASSIC.
Kimley-Horn and Associates, Inc.
2550 UNIVERSITY AVE. WEST, SUITE 238N
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TEL. NO. (651) 645-4197
FAX. NO. (651) 645-5116
K:\TMC_Civil\City\ANOKA\CRTV Ramp\DOCS\AGREEMENTS\Parking Ramp Lease Amendment - Exhibit C.dwg May 15, 2014 - 12:10pm

COUNCIL MEMO FORM

9.15

Meeting Date	March 16, 2015
Agenda Section	Ordinances and Resolutions
Item Description	RES/Amendments to Sign Easement; Metropolitan Council
Submitted By	Crystal Paumen, City Planner

BACKGROUND INFORMATION:

The Anoka Transit Village South Second Addition plat contained two easements, one of which is a sign easement for a monument sign located in the southwest corner of the plat, adjacent to 4th Avenue and Pierce. The monument sign is owned by the Metropolitan Council and the easement gives them the right to access the sign to maintain it. The purpose of the sign easement is to grant access to the Metropolitan Council for the installation, maintenance, repair and replacement of the monument sign for the Anoka Northstar Station.

The original sign easement agreement was approved by the City Council in April 2014. Since then staff has been in negotiations with Metropolitan Council. The agreements are now finalized by both parties.

The substantial changes from the original sign easement agreement include:

- Easement changed from permanent to temporary.
- The sign located at the corner of 4th Avenue and Pierce Street may need to be relocated in the event the intersection becomes signalized and/or the property is developed. When the property develops, the Metropolitan Council sign may be located on a shared use sign (ie. Marquee sign) with a business(es) that locates on the property. The Metropolitan Council will be responsible for a one-time expense to relocate the sign (either due to the signalized intersection or the property being developed, whichever comes first).
- Temporary easement will expire when the Metropolitan Council relocates the sign to a new location and a new permanent easement is executed.

FINANCIAL IMPACT:

COUNCIL REQUESTED ACTION:

Adopt the resolution granting the sign easement to Metropolitan Council

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

CITY OF ANOKA, MINNESOTA
RESOLUTION

RES-2015-XX

APPROVING AN AMENDED SIGN EASEMENT
WITH METROPOLITAN COUNCIL

WHEREAS, the City of Anoka is the owner of the property legally described as Lot 2, Block 1, Anoka Transit Village South Second Addition ("Subject Property"); and

WHEREAS, the Metropolitan Council has entered into a Parking Ramp Lease Agreement with the City of Anoka and is the Tenant relative to a parking ramp located on property adjacent to the Subject Property; and

WHEREAS, a temporary sign easement on the Subject Property is required for the installation, maintenance, repair and replacement of a monument sign for the Anoka Northstar Station;

WHEREAS, the sign easement ("Easement Area") is legally described as:

> That part of Lot 2, Block 1, ANOKA TRANSIT VILLAGE SOUTH SECOND ADDITION, Anoka County, Minnesota, described as follows:
>
> Commencing at the Northwest corner of said Lot 2; thence South 00 degrees 38 minutes 23 seconds West, assumed bearing along the West line of said Lot 2, a distance of 158.89 feet to a corner of said Lot 2 and the point of beginning of the easement being described; thence South 86 degrees 25 minutes 29 seconds East, a distance of 19.53 feet; thence South 89 degrees 21 minutes 37 seconds East, a distance of 22.00 feet; thence South 00 degrees 38 minutes 23 seconds West, a distance of 17.07 feet to the intersection with the South line of said Lot 2; thence Westerly and Northwesterly along the Southerly and Southwesterly lines of said Lot 2 to the point of beginning.

WHEREAS, this Resolution shall approve amendments to the Sign Easement Agreement which was originally adopted through RES-2014-054 on April 21, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Anoka City Council hereby grants a temporary sign easement over lands described and depicted in the Agreement attached hereto, subject to Metropolitan Council review and approval;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized and directed to sign and execute the Sign Easement Agreement.

Adopted by the Anoka City Council this the 16th day of March 2015.

ATTEST:

_____	_____
Amy T. Oehlers, City Clerk	Phil Rice, Mayor

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT is made on this _____ day of _____2014, by and between the CITY OF ANOKA, a Minnesota municipal corporation (hereinafter referred to as the "Grantor"), and Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (hereinafter referred to as the "Grantee").

RECITALS

A. Grantor is the owner in fee simple of real property in Anoka County, Minnesota, which is legally described on Exhibit "A", attached hereto ("Subject Property").

B. Grantee desires to use a portion of the Subject Property, legally described and depicted on Exhibit "B" attached hereto ("Easement Area"), for the installation, maintenance, repair and replacement of a monument sign for the Anoka Northstar Station ("Sign").

NOW THEREFORE, in consideration of the sum of One and No/100 Dollars ($1.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties agree as follows:

1. Easement. Grantor hereby grants unto Grantee, a ~~permanent~~ temporary easement for the access, installation, maintenance, repair and replacement of the Sign ~~a monument sign~~ and required utility connections thereto and subject to Section 4 below, the Sign shall be installed, used and maintained ~~for the Anoka Northstar Station~~ in ~~strict~~ accordance with ~~the rules and regulations~~ applicable sections of Chapter 74 of the City Code over, across, on, under, and through the Easement Area.

2. Maintenance. Grantee shall be solely responsible for all costs of installation, repair, maintenance, and removal ~~and insurance~~ associated with the Sign placed in the Easement Area, and shall at all times maintain, repair and replace the Sign, as necessary, to assure it is in good condition and repair. ~~When Grantee requires access to the Sign, the Grantor shall allow Grantee to access Subject Property as reasonable to the Easement Area.~~

3. Construction. ~~Once commenced, a~~Any construction undertaken in reliance upon the easement granted herein shall be diligently prosecuted to completion ~~per City and State Building~~

~~and Zoning Code requirements~~, so as to minimize any interference with the businesses conducted from time to time on the Subject Property. ~~Grantee, its contactors or agents, shall prosecute such work in a timely manner, and~~ U~~u~~pon completion of any construction, maintenance, repair or replacement of the Sign, Grantee shall, at its sole cost and expense, cause the affected portion of the Subject Property to be restored to a condition which is reasonably equal to ~~or better than~~ the condition which existed prior to the commencement of such work. ~~In addition, Grantee shall pay all costs and expenses associated therewith and shall indemnify and hold harmless Grantor from all damages, losses, liens or claims attributable to the performance of such work~~. All construction and other work undertaken by Grantee hereunder shall be done ~~promptly, and~~ in a good and workmanlike fashion. In doing so, Grantee shall not cause any liens for materials or labor furnished it to be placed on any portion of the Subject Property.

4. Permits. Recognizing that Grantee is not subject to Grantor's jurisdiction or control under Minn. Stat. Sec. 473.449, Grantee will make commercially reasonable attempts, ~~shall,~~ at its sole cost and expense, to obtain ~~any and~~ and keep in force and effect, all permits or licenses that may be required ~~necessary~~ for the construction, installation, maintenance and use of the ~~s~~Sign. ~~, and in no event shall Grantor or its Tenant, by its/their execution hereof, be deemed to represent to Grantee that such permits for such Sign can be obtained. Grantee shall at all times during the term hereof keep and maintain in full force and effect any and all required licenses, permits or other required governmental authorizations with respect to construction and use of such Sign hereunder.~~

4~~5~~. Indemnification. Specifically subject to the liability limits contained in Minn. Statues Chapter 466, as amended, Grantee shall indemnify and hold Grantor harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of the Grantee, or others acting on behalf of Grantee, or its use of the easement herein granted. Grantee does not waive any immunities, defenses or limitations on liability available to it in law or in equity. The parties expressly agree that the terms of this Easement shall not be construed to affect any such waiver

~~5~~6. ~~not less than, unless otherwise granted by variance from the City Council. The Easement Area may need to be relocated in the event the intersection of Pierce Street and 4th Avenue becomes signaled or the Subject Property is developed, whichever comes first. Within thirty two-hundred and seventy (30270) days from the time the permanent easement is executed and the final design is approved by the Grantor days of receipt of the Grantor's notice or as agreed upon by the City and Developer in coordination with construction, the Granteeor . Grantor shall incur all expenses related to the sign relocation and shall obtain Grantee's approval on the sign plans and location prior to relocation. New sign location must allow the sign to be visible for both northbound and southbound traffic on 4th Avenue.~~

6. Location. The Grantee shall have not less than 49.875 square feet of signage for the Anoka Northstar Ramp. Such Sign shall be located at the corner of Pierce Street and 4th Avenue. The Easement Area may need to be relocated in the event the intersection of Pierce Street and 4th Avenue becomes signalized and there is no other reasonable options to keep the sign at its original location or the Subject Property is developed, whichever comes first. Within ninety (90) days from the time the permanent easement is executed and the final design is approved by the Grantor, the Grantee shall relocate the Sign to a new location as agreed upon

between the parties. The new sign location must allow for the sign to be visible for both northbound and southbound traffic on 4th Avenue.

Grantee shall incur a one-time expense to remove and relocate the sign. If the sign is required to be moved a second time, the costs of such relocation shall not be borne by the Grantee. If the sign is to be located on a shared use sign (Marquee Sign), the Grantee shall provide its signage to be added to the Marquee Sign and no other expenses associated with the Marquee Sign shall be borne by the Grantee. Grantor shall require developer of subject property to obtain Marquee Sign approvals from Grantee prior to construction.

7. Termination. The temporary easement shall expire when the Grant~~or~~ee relocates the Sign to the new location area agreed upon between the parties and a new permanent easement is executed. . ~~the intersection of Pierce Street and 4th Avenue becomes signalized or the Subject Property is developed, whichever comes first. The Sign will need to be relocated and a new easement area agreed upon between the parties.~~

8. The easement and rights granted herein shall in no way create any ownership interest in Grantee of any portion ~~outside of the easement area~~ of the Subject Property, and Grantee hereby waives any possible claim whatsoever as to any award or compensation stemming from an event of condemnation or eminent domain, or as to any insurance proceeds payable in the event of such a casualty to any portion of the Subject Property. ~~unless it is within the Easement Area.~~ Any insurance relative to the Sign shall be procured by Grantee, at its sole cost and expense.

~~6~~9. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The initial notice addresses of the Grantor and Grantee are as follows:

Grantor: City of Anoka
2015 First Avenue North
Anoka, Minnesota 55303

With Copy to: Scott C. Baumgartner, Esq.
2140 Fourth Avenue North
Anoka, Minnesota 55303

Grantee: Metropolitan Council
~~C/O Patrick Born~~
390 Robert Street N
St. Paul, Minnesota 55101

~~7~~10. This Easement Agreement shall be subject and subordinate in all respect to the rights of Grantor and to all mortgages, if any, presently ~~or hereafter~~ placed upon the Subject Property. ~~Grantee will not assign, pledge, mortgage or otherwise transfer, hypothecate or encumber this Easement Agreement, or its interest hereunder, nor allow to take place any~~

~~assignment, pledge, mortgage or other transfer, hypothecation or encumbrance of Grantee's interest hereunder by operation of law~~.

~~8~~9~~11~~. Miscellaneous. The easement herein, together with all terms, conditions, covenants and agreements herein contained, shall be binding upon and inure to the benefit of Grantee and the owners from time to time of the Subject Property, and their respective successors and assigns. Grantee may not assign, transfer, mortgage or encumber this Agreement or sublet or rent or permit occupancy or use of the Easement Area or Subject Property, or any part thereof by any third party, without obtaining the prior written consent of Grantor~~; nor shall any assignment or transfer of this Agreement be effectuated by operation of law or otherwise without the prior written consent of Grantor~~. This agreement shall be governed by the laws of the State of Minnesota. This agreement may be executed in counterparts.

In the event of a default of any term of this Easement Agreement by Grantee, Grantor reserves any and all rights and remedy now or hereafter provided at law or equity. ~~In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication (including appeals) shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.~~ All provisions of this Easement Agreement have been negotiated by the parties hereto at arm's length and no party shall be deemed the scrivener hereof. This Easement Agreement shall not be construed for or against either party by reason of authorship or alleged authorship of any provision.

(SIGNATURE PAGE TO FOLLOW)

IN TESTIMONY WHEREOF, the Grantors hereto have signed this agreement this ____ day of _____, 2014.

GRANTOR:

CITY OF ANOKA, a Minnesota municipal corporation

By: _____
Phil Rice, Mayor

By: _____
Amy Oehlers, City Clerk

STATE OF MINNESOTA)
) ss.
CITY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Phil Rice and Amy Oehlers, Mayor and City Clerk of the City of Anoka, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

(SEAL)

_____
Notary Public

GRANTEE:

Metropolitan Council

By _____
Name: Patrick P. Born, Regional Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY~~ANOKA~~)

The foregoing instrument was acknowledged before me this _____ day of_____, 2014, by Patrick P. Born, the Regional Administrator of Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, on its behalf ~~_____, the _____ of the City of Anoka, a Minnesota municipal corporation, on its behalf.~~

(SEAL)

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Hawkins & Baumgartner, P.A.
2140 Fourth Avenue North
Anoka, MN 55303
(763) 427-8877

EXHIBIT "A"

Legal Description of Subject Property

Lot 2, Block 1, Anoka Transit Village South Second Addition, Anoka County, Minnesota

EXHIBIT "B"

Legal Description of Easement Area

That part of Lot 2, Block 1, ANOKA TRANSIT VILLAGE SOUTH SECOND ADDITION, Anoka County, Minnesota, described as follows:

Commencing at the Northwest corner of said Lot 2; thence South 00 degrees 38 minutes 23 seconds West, assumed bearing along the West line of said Lot 2, a distance of 158.89 feet to a corner of said Lot 2 and the point of beginning of the easement being described; thence South 86 degrees 25 minutes 29 seconds East, a distance of 19.53 feet; thence South 89 degrees 21 minutes 37 seconds East, a distance of 22.00 feet; thence South 00 degrees 38 minutes 23 seconds West, a distance of 17.07 feet to the intersection with the South line of said Lot 2; thence Westerly and Northwesterly along the Southerly and Southwesterly lines of said Lot 2 to the point of beginning.

(This easement to be recorded subsequent to the plat being recorded.)

Area of Easement = 553 sq. ft. or 0.013 acres

clean copy

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT is made on this _____ day of _____2015, by and between the CITY OF ANOKA, a Minnesota municipal corporation (hereinafter referred to as the "Grantor"), and Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (hereinafter referred to as the "Grantee").

RECITALS

A. Grantor is the owner in fee simple of real property in Anoka County, Minnesota, which is legally described on Exhibit "A", attached hereto ("Subject Property").

B. Grantee desires to use a portion of the Subject Property, legally described and depicted on Exhibit "B" attached hereto ("Easement Area"), for the installation, maintenance, repair and replacement of a monument sign for the Anoka Northstar Station ("Sign").

NOW THEREFORE, in consideration of the sum of One and No/100 Dollars ($1.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties agree as follows:

1. Easement. Grantor hereby grants unto Grantee, a temporary easement for the access, installation, maintenance, repair and replacement of the Sign and required utility connections thereto and subject to Section 4 below, the Sign shall be installed, used and maintained in accordance with applicable sections of Chapter 74 of the City Code over, across, on, under, and through the Easement Area.

2. Maintenance. Grantee shall be solely responsible for all costs of installation, repair, maintenance, and removal associated with the Sign placed in the Easement Area, and shall at all times maintain, repair and replace the Sign, as necessary, to assure it is in good condition and repair.

3. Construction. Any construction undertaken in reliance upon the easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the businesses conducted from time to time on the Subject Property. Upon completion of any construction, maintenance, repair or replacement of the Sign, Grantee shall, at its sole cost and expense, cause the affected portion of the Subject Property to be restored to a condition which is reasonably equal to the condition which existed prior to the commencement of such work. All construction and other work undertaken by Grantee hereunder shall be done in a good and workmanlike fashion. In doing so, Grantee shall not cause any liens for materials or labor furnished it to be placed on any portion of the Subject Property.

4. Permits. Recognizing that Grantee is not subject to Grantor's jurisdiction or control under Minn. Stat. Sec. 473.449, Grantee will make commercially reasonable attempts, at its sole cost and expense, to obtain and keep in force and effect, all permits or licenses that may be required for the construction, installation, maintenance and use of the Sign.

5. Indemnification. Specifically subject to the liability limits contained in Minn. Statues Chapter 466, as amended, Grantee shall indemnify and hold Grantor harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of the Grantee, or others acting on behalf of Grantee, or its use of the easement herein granted. Grantee does not waive any immunities, defenses or limitations on liability available to it in law or in equity. The parties expressly agree that the terms of this Easement shall not be construed to affect any such waiver

6. Location. The Grantee shall have not less than 49.875 square feet of signage for the Anoka Northstar Ramp. Such Sign shall be located at the corner of Pierce Street and 4th Avenue. The Easement Area may need to be relocated in the event the intersection of Pierce Street and 4th Avenue becomes signalized and there is no other reasonable options to keep the sign at its original location or the Subject Property is developed, whichever comes first. Within ninety (90) days from the time the permanent easement is executed and the final design is approved by the Grantor, the Grantee shall relocate the Sign to a new location as agreed upon between the parties. The new sign location must allow for the sign to be visible for both northbound and southbound traffic on 4th Avenue.

Grantee shall incur a one-time expense to remove and relocate the sign. If the sign is required to be moved a second time, the costs of such relocation shall not be borne by the Grantee. If the sign is to be located on a shared use sign (Marquee Sign), the Grantee shall provide its signage to be added to the Marquee Sign and no other expenses associated with the Marquee Sign shall be borne by the Grantee. Grantor shall require developer of subject property to obtain Marquee Sign approvals from Grantee prior to construction.

7. Termination. The temporary easement shall expire when the Grantee relocates the Sign to the new location area agreed upon between the parties and a new permanent easement is executed.

clean copy

8. The easement and rights granted herein shall in no way create any ownership interest in Grantee of any portion of the Subject Property, and Grantee hereby waives any possible claim whatsoever as to any award or compensation stemming from an event of condemnation or eminent domain, or as to any insurance proceeds payable in the event of such a casualty to any portion of the Subject Property. Any insurance relative to the Sign shall be procured by Grantee, at its sole cost and expense.

9. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The initial notice addresses of the Grantor and Grantee are as follows:

Grantor:	City of Anoka 2015 First Avenue North Anoka, Minnesota 55303
With Copy to:	Scott C. Baumgartner, Esq. 2140 Fourth Avenue North Anoka, Minnesota 55303
Grantee:	Metropolitan Council 390 Robert Street N St. Paul, Minnesota 55101

10. This Easement Agreement shall be subject and subordinate in all respect to the rights of Grantor and to all mortgages, if any, presently placed upon the Subject Property.

11. Miscellaneous. The easement herein, together with all terms, conditions, covenants and agreements herein contained, shall be binding upon and inure to the benefit of Grantee and the owners from time to time of the Subject Property, and their respective successors and assigns. Grantee may not assign, transfer, mortgage or encumber this Agreement or sublet or rent or permit occupancy or use of the Easement Area or Subject Property, or any part thereof by any third party, without obtaining the prior written consent of Grantor. This agreement shall be governed by the laws of the State of Minnesota. This agreement may be executed in counterparts.

In the event of a default of any term of this Easement Agreement by Grantee, Grantor reserves any and all rights and remedy now or hereafter provided at law or equity. All provisions of this Easement Agreement have been negotiated by the parties hereto at arm's length and no party shall be deemed the scrivener hereof. This Easement Agreement shall not be construed for or against either party by reason of authorship or alleged authorship of any provision.

(SIGNATURE PAGE TO FOLLOW)

clean copy

IN TESTIMONY WHEREOF, the Grantors hereto have signed this agreement this ____ day of _____, 2015.

GRANTOR:

CITY OF ANOKA, a Minnesota municipal corporation

By: _____
Phil Rice, Mayor

By: _____
Amy Oehlers, City Clerk

STATE OF MINNESOTA)
) ss.
CITY OF ANOKA)

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

(SEAL)

_____
Notary Public

clean copy

GRANTEE:

Metropolitan Council

By _____
Name: Patrick P. Born, Regional Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of_____, 2015, by Patrick P. Born, the Regional Administrator of Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, on its behalf

(SEAL) _____
Notary Public

clean copy

THIS INSTRUMENT WAS DRAFTED BY:

Hawkins & Baumgartner, P.A.
2140 Fourth Avenue North
Anoka, MN 55303
(763) 427-8877

EXHIBIT "A"

Legal Description of Subject Property

Lot 2, Block 1, Anoka Transit Village South Second Addition, Anoka County, Minnesota

clean copy

EXHIBIT "B"

Legal Description of Easement Area

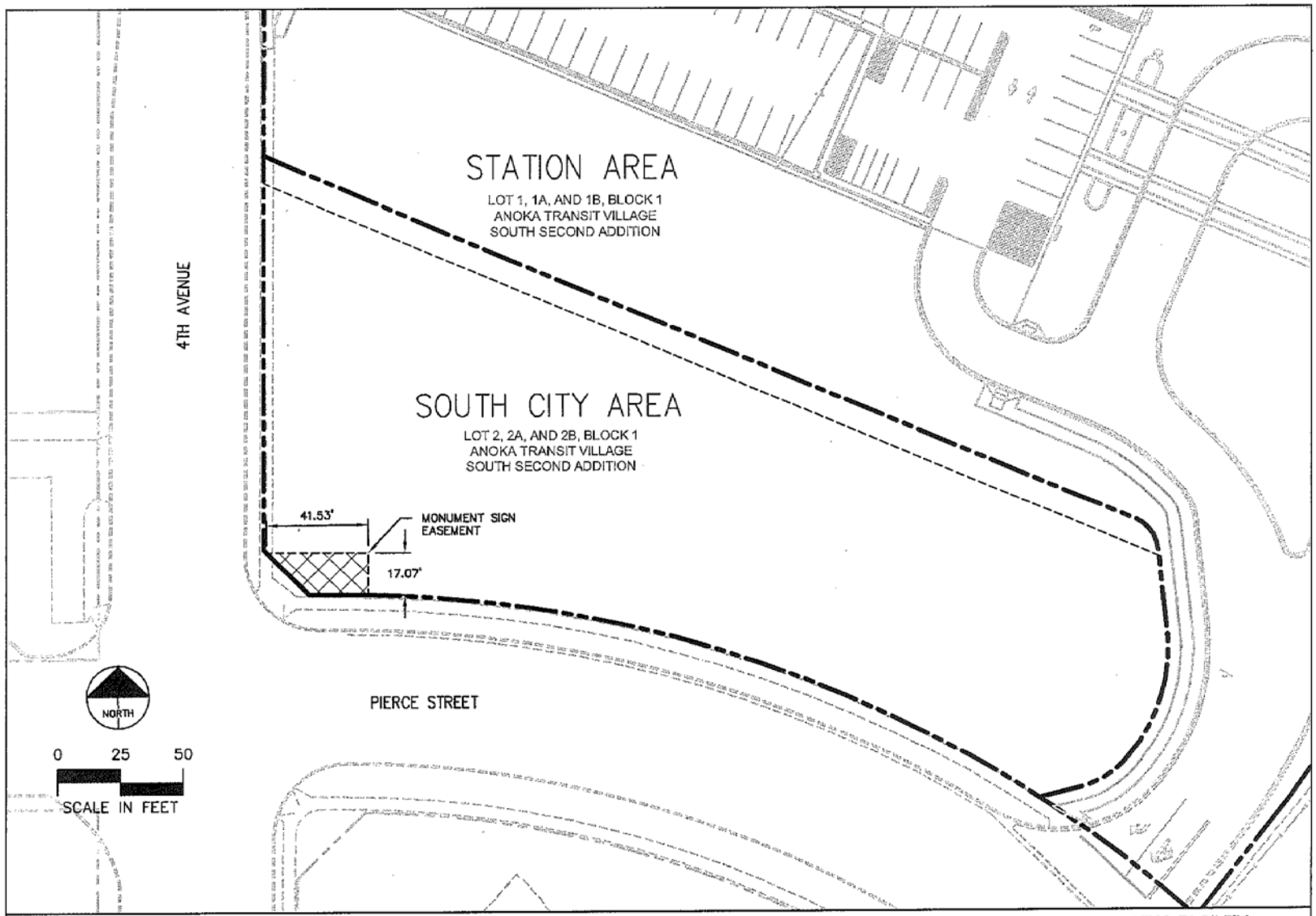
That part of Lot 2, Block 1, ANOKA TRANSIT VILLAGE SOUTH SECOND ADDITION, Anoka County, Minnesota, described as follows:

Commencing at the Northwest corner of said Lot 2; thence South 00 degrees 38 minutes 23 seconds West, assumed bearing along the West line of said Lot 2, a distance of 158.89 feet to a corner of said Lot 2 and the point of beginning of the easement being described; thence South 86 degrees 25 minutes 29 seconds East, a distance of 19.53 feet; thence South 89 degrees 21 minutes 37 seconds East, a distance of 22.00 feet; thence South 00 degrees 38 minutes 23 seconds West, a distance of 17.07 feet to the intersection with the South line of said Lot 2; thence Westerly and Northwesterly along the Southerly and Southwesterly lines of said Lot 2 to the point of beginning.

(This easement to be recorded subsequent to the plat being recorded.)

Area of Easement = 553 sq. ft. or 0.013 acres

clean copy



Kimley-Horn and Associates, Inc.
2550 UNIVERSITY AVE. WEST, SUITE 238N
ST. PAUL, MINNESOTA 55114
TEL. NO. (651) 645-4197
FAX. NO. (651) 645-5116

ANOKA REAL. CLASSIC.

CRTV PARKING FACILITY
CITY OF ANOKA
SP 103-080-002
FIRST AMENDMENT TO PARKING RAMP LEASE
SOUTH CITY AREA MONUMENT SIGN EASEMENT
EXHIBIT C

COUNCIL MEMO FORM

9.16

Meeting Date	March 16, 2015
Agenda Section	Ordinances and Resolutions
Item Description	RES/Amendments to Temporary Construction Easement; Metropolitan Council
Submitted By	Crystal Paumen, City Planner

BACKGROUND INFORMATION:

The Anoka Transit Village South Second Addition plat contained two easements, one of which is a temporary construction easement located on the north 10 feet of Lots 2, 2A, and 2B. In the future, the City desires to sell Lots 2, 2A, and 2B to a private developer. The 10 foot temporary construction easement is for future construction of an elevated parking ramp as required by the parking ramp lease agreement between the City and Metropolitan Council. In order to maximize the future privately owned lot (Lot 2), rather than adding an additional 10 foot strip of land to Lot 1, a temporary easement is located on Lot 2. It would also double as the setback area for parking or building for Lot 2. The minimum setback for a building or parking on Lot 2 is 10 feet. If and when the elevated parking ramp expansion is constructed, the temporary easement would expire.

The original temporary construction easement agreement was approved by the City Council in April 2014. Since then staff has been in negotiations with Metropolitan Council. The agreements are now finalized by both parties.

The substantial changes from the original temporary construction easement agreement include:

- Changes to insurance—if the parking lot is expanded, the contractor shall get insurance and the coverage shall be the greater and more restrictive coverage required by either the City or Metropolitan Council.
- The City and/or its assigns have the right to use the Easement Area to the extent that the use does not interfere with the Metropolitan Council's use of the Easement Area.

FINANCIAL IMPACT:

COUNCIL REQUESTED ACTION:

Adopt the resolution granting the temporary construction easement to Metropolitan Council

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

CITY OF ANOKA, MINNESOTA
RESOLUTION

RES-2015-XX

APPROVING AN AMENDED TEMPORARY CONSTRUCTION EASEMENT WITH METROPOLITAN COUNCIL

WHEREAS, the City of Anoka is the owner of the two lots in the Anoka Transit Village South Second Addition legally described as follows:

Lots 1, 1A, and 1B, Block 1, Anoka Transit Village South Second Addition ("Station Area")
Lots 2, 2A, and 2B, Block 1, Anoka Transit Village South Second Addition ("Subject Property")

WHEREAS, the Metropolitan Council has entered into a Parking Ramp Lease Agreement with the City of Anoka and is the Tenant relative to a parking ramp located on property adjacent to the Subject Property; and

WHEREAS, the City of Anoka desires to market and sell the Subject Property to a private developer in the future; and

WHEREAS, a temporary construction easement on the Subject Property is required to allow future construction of an elevated expansion to the parking ramp on the Station Area; and

WHEREAS, the temporary construction easement ("Easement Area") is legally described as

> That part of Lots 2, 2A, and 2B, Block 1, ANOKA TRANSIT VILLAGE SOUTH SECOND ADDITION, Anoka County, Minnesota, lying Northerly of a line 10.00 feet South of the North line of said Lot 2 and its Easterly extension.

WHEREAS, the Temporary Construction Easement Agreement ("Agreement") shall expire upon completion of the construction of the elevated parking expansion of the parking ramp on the Station Area; and

WHEREAS, this Resolution shall approve amendments to the Temporary Construction Easement which was originally adopted through RES-2014-055 adopted April 21, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Anoka City Council hereby grants a temporary construction easement over lands described and depicted in the Agreement attached hereto, subject to Metropolitan Council review and approval;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized and directed to sign and execute the Agreement.

Adopted by the Anoka City Council this the 16th day of March 2015.

ATTEST:

_____	_____
Amy T. Oehlers, City Clerk	Phil Rice, Mayor

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is made on this _____ day of _____~~2014~~2015, by and between the CITY OF ANOKA, a Minnesota municipal corporation (hereinafter referred to as the "Grantor"), and Metropolitan Council (hereinafter referred to as the "Grantee").

RECITALS

A. Grantor is the owner in fee simple of real property in Anoka County, Minnesota, which is legally described on Exhibit "A", attached hereto ("Subject Property").

B. Grantee is the tenant of that certain Parking Ramp Lease Agreement entered into on or about April 22, 2013 by and between the Grantor as "Landlord," and Grantee as "Tenant," relative to a parking ramp ("Parking Ramp") located on property adjacent to the Subject Property and legally described on Exhibit "B", attached hereto ("Station Area").

C. Grantee desires to use a portion of the Subject Property, legally described on Exhibit "C" and as depicted in Exhibit "D", both of which are attached hereto ("Easement Area"), for access over, across, on, and through the Easement Area, and storage of equipment and materials thereon, all as may be necessary for the construction of an elevated expansion to the Parking Ramp.

NOW THEREFORE, in consideration of the sum of One and No/100 Dollars ($1.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties agree as follows:

1. Easement. Grantor hereby grants unto Grantee, a temporary easement for access over, across, on, and through the Easement Area, and storage of equipment and materials thereon, all as may be necessary for the construction of an elevated expansion to the Parking Ramp. Grantee acknowledges and agrees that Grantor shall not be liable for loss of or damage to Grantee's materials and equipment from any cause.

2. No Interference. Grantee's use of the Easement Area shall not unreasonably interfere with Grantor's use of the Subject Property.

3. Grantor's Use of Easement Area. Grantor and/or its assigns shall have the right to use the Easement Area to the extent such use does not interfere with Grantee's use of the Easement Area.

4. Indemnification. Grantee shall cause its Contractor to indemnify and hold Grantor harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of the Grantee, or others acting on behalf of Grantee, or its use of the Easement Area.

~~4~~5. Insurance. Prior to entering and using the Easement Area, and during the term of this Agreement, Grantee shall cause its contractor~~, at its own expense,~~ to take out and keep in full force and effect such insurance~~-~~ as either Grantee~~or~~ or Grantor may from time to time request, including but not limited to, comprehensive general liability coverage.~~ and environmental impairment coverages.~~ The policies shall be in such form and coverage as may be required by Grantee and/or Grantor, with the intension being that such coverage shall be the greater and more restrictive coverage as may be required by Grantee or Grantor. ~~have coverages in such amounts and be in such form as required by Grantee or shall approve,~~ All such insurance shall name Grantor as an additional insured and may not be cancelled, terminated or materially changed without at least thirty (30) days (ten days for non-payment of premium) prior written notice to Grantee~~or~~ and Grantor. ~~Failure to obtain or maintain insurance as requested by Grantor is cause for immediate termination of this Agreement~~

~~5~~6. No Ownership Rights Created. The easement and rights granted herein shall in no way create any ownership interest in Grantee of any portion of the Subject Property or Easement Area, and Grantee hereby waives any possible claim whatsoever as to any award or compensation stemming from an event of condemnation or eminent domain, or as to any insurance proceeds payable in the event of such a casualty to any portion of the Subject Property or Easement Area.

~~6~~7. Assignment. Grantee will not assign, pledge, mortgage or otherwise transfer, hypothecate or encumber this Agreement, or its interest hereunder, nor allow to take place any assignment, pledge, mortgage or other transfer, hypothecation or encumbrance of Grantee's interest hereunder by operation of law, without the advance written consent of Grantor, which may be withheld for any reason or no reason. Subject thereto, this Agreement shall inure to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

~~7~~8. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The initial notice addresses of the Grantor and Grantee are as follows:

Grantor: City of Anoka
2015 First Avenue North
Anoka, Minnesota 55303

With Copy to: Scott C. Baumgartner, Esq.

2140 Fourth Avenue North
Anoka, Minnesota 55303

Grantee: Metropolitan Council
C/O Patrick Born
390 Robert Street N
St. Paul, Minnesota 55101

8. Subordination. This Agreement shall be subject and subordinate in all respect to the rights of Grantor and to all mortgages, if any, presently or hereafter placed upon the Subject Property.

9. Default. In the event of a default of any term of this Agreement by Grantee, Grantor reserves any and all rights and remedies now or hereafter provided at law or equity. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication (including appeals) shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

10. Interpretation. All provisions of this Agreement have been negotiated by the parties hereto at arm's length and no party shall be deemed the scrivener hereof. This Agreement shall not be construed for or against either party by reason of authorship or alleged authorship of any provision.

11. Choice of Law. The validity of this Agreement, the construction and enforcement of the terms hereof, and the interpretations of the rights of the parties shall be governed by the laws of the State of Minnesota.

12. Waiver. The waiver of any provision or requirement of this Agreement by Grantor shall be effective only if it is in writing and signed by Grantor.

13. Severability. Each provision of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision of this Agreement is declared invalid or illegal for any reason, such invalidity or illegality shall not affect the validity or legality of the remainder of this Agreement.

14. Expiration of the Agreement. This Agreement will expire upon Grantee's completion of the construction of the elevated parking expansion of the Parking Ramp on the Station Area. Grantee shall be responsible for the restoration of the Easement Area to its original condition upon the completion of the parking expansion.

15. Complete Agreement. This Agreement contains the complete understanding and agreement between the parties with respect to the matters referred to herein and ~~supercedes~~supersedes any prior agreements. No other representations, covenants, undertakings, or other prior or contemporaneous agreement, whether oral or written, shall be deemed in any way to exist or bind the parties.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

[Signature Page to Follow]

IN TESTIMONY WHEREOF, the Grantors hereto have signed this agreement this ____ day of _____, ~~2014~~2015.

GRANTOR:

CITY OF ANOKA, a Minnesota municipal corporation

By: _____
Phil Rice, Mayor

By: _____
Amy Oehlers, City Clerk

STATE OF MINNESOTA)
) ss.
CITY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, ~~2014~~2015, by Phil Rice and Amy Oehlers, Mayor and City Clerk of the City of Anoka, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

(SEAL)

_____
Notary Public

GRANTEE:

Metropolitan Council

By _____
Name: Patrick P. Born, Regional Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledge before me this _____ day of_____, ~~2014~~2015, by _____, the _____ of the City of Anoka, a Minnesota municipal corporation, on its behalf.

(SEAL) _____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Hawkins & Baumgartner, P.A.
2140 Fourth Avenue North
Anoka, MN 55303
(763) 427-8877

EXHIBIT "A"

Legal Description of Subject Property

Lots 2, 2A, and 2B, Block 1, ANOKA TRANSIT VILLAGE SOUTH SECOND ADDITION, Anoka County, Minnesota.

EXHIBIT "B"

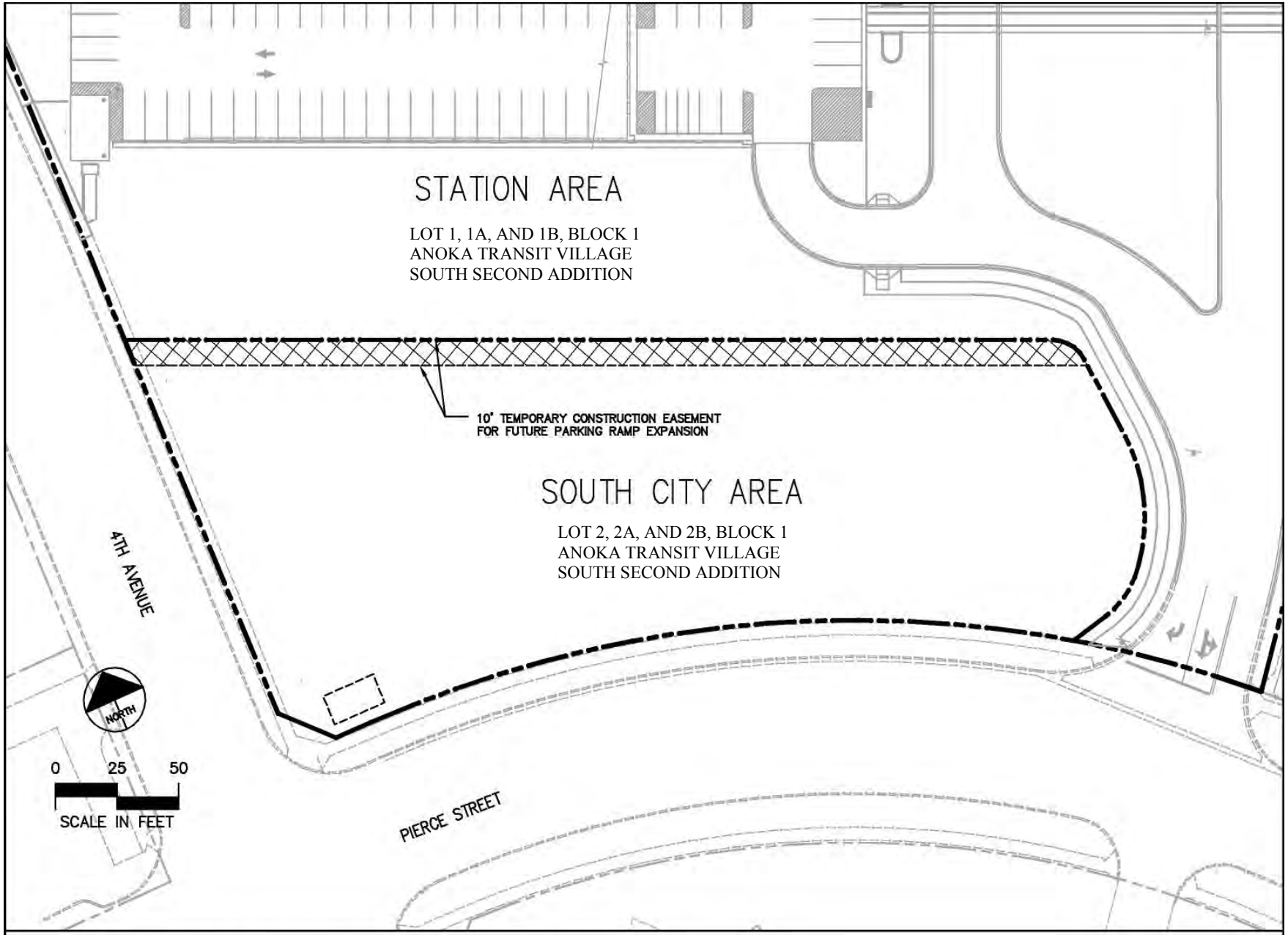
Legal Description of Station Area

Lots 1, 1A, and 1B, Block 1, ANOKA TRANSIT VILLAGE SOUTH SECOND ADDITION, Anoka County, Minnesota.

EXHIBIT "C"

Legal Description of Easement Area

That part of Lots 2, 2A, and 2B, Block 1, ANOKA TRANSIT VILLAGE SOUTH SECOND ADDITION, Anoka County, Minnesota, lying Northerly of a line 10.00 feet South of the North line of said Lot 2 and its Easterly extension.



Kimley-Horn and Associates, Inc.
2550 UNIVERSITY AVE. WEST, SUITE 238N
ST. PAUL, MINNESOTA 55114
TEL. NO. (651) 645-4197
FAX. NO. (651) 645-5116

ANOKA REAL. CLASSIC.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is made on this _____ day of _____2015, by and between the CITY OF ANOKA, a Minnesota municipal corporation (hereinafter referred to as the "Grantor"), and Metropolitan Council (hereinafter referred to as the "Grantee").

RECITALS

A. Grantor is the owner in fee simple of real property in Anoka County, Minnesota, which is legally described on Exhibit "A", attached hereto ("Subject Property").

B. Grantee is the tenant of that certain Parking Ramp Lease Agreement entered into on or about April 22, 2013 by and between the Grantor as "Landlord," and Grantee as "Tenant," relative to a parking ramp ("Parking Ramp") located on property adjacent to the Subject Property and legally described on Exhibit "B", attached hereto ("Station Area").

C. Grantee desires to use a portion of the Subject Property, legally described on Exhibit "C" and as depicted in Exhibit "D", both of which are attached hereto ("Easement Area"), for access over, across, on, and through the Easement Area, and storage of equipment and materials thereon, all as may be necessary for the construction of an elevated expansion to the Parking Ramp.

NOW THEREFORE, in consideration of the sum of One and No/100 Dollars ($1.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties agree as follows:

1. Easement. Grantor hereby grants unto Grantee, a temporary easement for access over, across, on, and through the Easement Area, and storage of equipment and materials thereon, all as may be necessary for the construction of an elevated expansion to the Parking Ramp. Grantee acknowledges and agrees that Grantor shall not be liable for loss of or damage to Grantee's materials and equipment from any cause.

2. No Interference. Grantee's use of the Easement Area shall not unreasonably interfere with Grantor's use of the Subject Property.

Clean Copy

3. Grantor's Use of Easement Area. Grantor and/or its assigns shall have the right to use the Easement Area to the extent such use does not interfere with Grantee's use of the Easement Area.

4. Indemnification. Grantee shall cause its Contractor to indemnify and hold Grantor harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of the Grantee, or others acting on behalf of Grantee, or its use of the Easement Area.

5. Insurance. Prior to entering and using the Easement Area, and during the term of this Agreement, Grantee shall cause its contractor to take out and keep in full force and effect such insurance as either Grantee or Grantor may from time to time request, including but not limited to, comprehensive general liability coverage. The policies shall be in such form and coverage as may be required by Grantee and/or Grantor, with the intension being that such coverage shall be the greater and more restrictive coverage as may be required by Grantee or Grantor. All such insurance shall name Grantor as an additional insured and may not be cancelled, terminated or materially changed without at least thirty (30) days (ten days for non-payment of premium) prior written notice to Grantee and Grantor.

6. No Ownership Rights Created. The easement and rights granted herein shall in no way create any ownership interest in Grantee of any portion of the Subject Property or Easement Area, and Grantee hereby waives any possible claim whatsoever as to any award or compensation stemming from an event of condemnation or eminent domain, or as to any insurance proceeds payable in the event of such a casualty to any portion of the Subject Property or Easement Area.

7. Assignment. Grantee will not assign, pledge, mortgage or otherwise transfer, hypothecate or encumber this Agreement, or its interest hereunder, nor allow to take place any assignment, pledge, mortgage or other transfer, hypothecation or encumbrance of Grantee's interest hereunder by operation of law, without the advance written consent of Grantor, which may be withheld for any reason or no reason. Subject thereto, this Agreement shall inure to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

8. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The initial notice addresses of the Grantor and Grantee are as follows:

Grantor: City of Anoka
2015 First Avenue North
Anoka, Minnesota 55303

With Copy to: Scott C. Baumgartner, Esq.
2140 Fourth Avenue North
Anoka, Minnesota 55303

Clean Copy

Grantee: Metropolitan Council
390 Robert Street N
St. Paul, Minnesota 55101

8. Subordination. This Agreement shall be subject and subordinate in all respect to the rights of Grantor and to all mortgages, if any, presently or hereafter placed upon the Subject Property.

9. Default. In the event of a default of any term of this Agreement by Grantee, Grantor reserves any and all rights and remedies now or hereafter provided at law or equity. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication (including appeals) shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

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16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

[Signature Page to Follow]

Clean Copy

IN TESTIMONY WHEREOF, the Grantors hereto have signed this agreement this ____ day of _____, 2015.

GRANTOR:

CITY OF ANOKA, a Minnesota municipal corporation

By: _____
Phil Rice, Mayor

By: _____
Amy Oehlers, City Clerk

STATE OF MINNESOTA)
) ss.
CITY OF ANOKA)

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

(SEAL)

_____
Notary Public

GRANTEE:

Metropolitan Council

By _____
Name: Patrick P. Born, Regional Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledge before me this _____ day of_____, 2015, by _____, the _____ of the City of Anoka, a Minnesota municipal corporation, on its behalf.

(SEAL)

_____
Notary Public

Clean Copy

THIS INSTRUMENT WAS DRAFTED BY:

Hawkins & Baumgartner, P.A.
2140 Fourth Avenue North
Anoka, MN 55303
(763) 427-8877

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EXHIBIT "A"

Legal Description of Subject Property

Lots 2, 2A, and 2B, Block 1, ANOKA TRANSIT VILLAGE SOUTH SECOND ADDITION, Anoka County, Minnesota.

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EXHIBIT "B"

Legal Description of Station Area

Lots 1, 1A, and 1B, Block 1, ANOKA TRANSIT VILLAGE SOUTH SECOND ADDITION, Anoka County, Minnesota.

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EXHIBIT "C"

Legal Description of Easement Area

That part of Lots 2, 2A, and 2B, Block 1, ANOKA TRANSIT VILLAGE SOUTH SECOND ADDITION, Anoka County, Minnesota, lying Northerly of a line 10.00 feet South of the North line of said Lot 2 and its Easterly extension.

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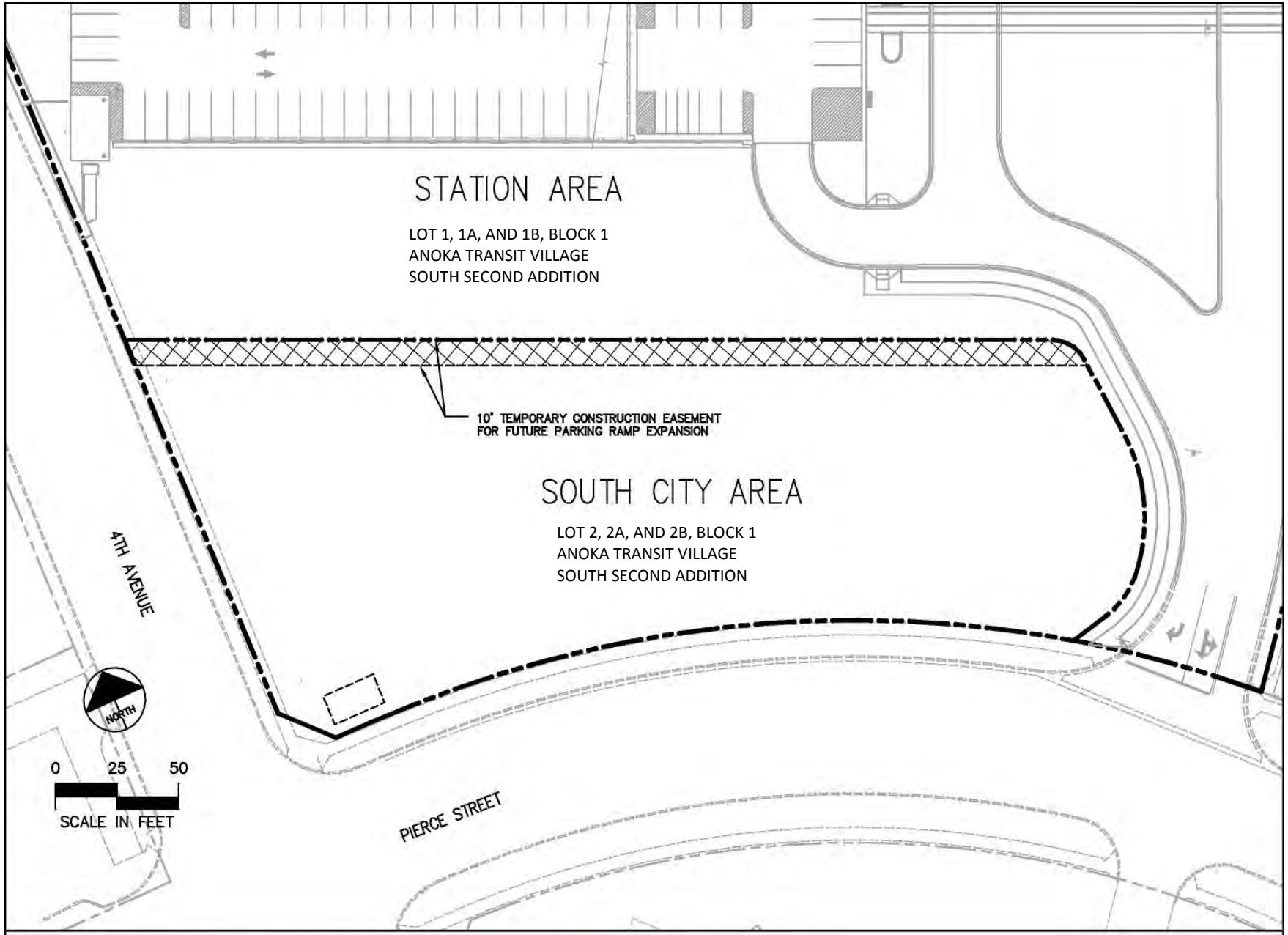

Kimley-Horn and Associates, Inc.
2550 UNIVERSITY AVE. WEST, SUITE 238N
ST. PAUL, MINNESOTA 55114
TEL. NO. (651) 645-4197
FAX. NO. (651) 645-5116

ANOKA REAL. CLASSIC.

COUNCIL MEMO FORM

9.17

Meeting Date	March 16, 2015
Agenda Section	Ordinances & Resolutions
Item Description	RES/Consideration of Approval of a Settlement Agreement; Handmade Tattoo Studio
Submitted By	Scott Baumgartner, City Attorney

BACKGROUND INFORMATION

Handmade Tattoo Studio is a tattoo shop looking to open a studio in downtown Anoka at 100 East Main Street. The proposed location for this studio is in the East Main Street Sub-District 1 (EM-1) – Historic Downtown Core. In December of 2014, inquiry was made by the owners of the studio to City staff as to whether a tattoo studio was allowed in the EM-1 zoning district. Due to a mistaken interpretation of the City's Zoning Ordinance, the studio owners were incorrectly informed that a tattoo studio was allowed at the proposed address. Thereafter, the studio owners entered into a three year lease with the owners of the proposed address and remodeled the property in preparation of opening their tattoo studio. Subsequently, but prior to opening for business, the mistaken interpretation of the Zoning Ordinance was discovered and it was determined that tattoo studios are actually prohibited in the EM-1 Zoning District. This information was relayed to the studio owners, which sparked conversations among the studio owners and City staff. In response to direction given by the City Council during its March 9, 2015 Executive Session, City staff and the City Attorney have been negotiating with the owners of Handmade Tattoo Studio and its landlord and hope to have a proposed settlement agreement for the City Council to consider at its Council meeting Monday night.

FINANCIAL IMPACT

Undetermined at this time.

REQUESTED COUNCIL ACTION

Consider and discuss the proposed settlement agreement anticipated to be presented to the City Council at its Council meeting Monday night.

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

CITY OF ANOKA, MINNESOTA

A RESOLUTION APPROVING A SETTLEMENT AGREEMENT WITH HANDMADE TATTOO STUDIO

WHEREAS, Handmade Tattoo Studio is interested in opening a studio at 100 East Main Street in Anoka; and

WHEREAS, the proposed location for the studio is within the East Main Street Sub-District 1 (EM-1), Historic Downtown Core; and

WHEREAS, in December 2014 the owner of Handmade Tattoo Studio contacted City staff with an inquiry as to whether the City's zoning regulations permitted a tattoo studio at 100 East Main Street; and

WHEREAS, due to a misinterpretation of the City's Zoning regulations, the studio owners were incorrectly informed that a tattoo studio was a permitted use in the EM-1 District; and

WHEREAS, based upon this information, Handmade Tattoo Studio proceeded with remodeling the property and entering into a three (3) lease; and

WHEREAS, prior to the opening of Handmade Tattoo Studio, City staff discovered the error in the interpretation of the City's zoning regulations and relayed the information to the studio owners; and

WHEREAS, on March 9, 2015 the Anoka City Council held an Executive Session to discuss the situation which resulted in the Council directing City staff to negotiate a settlement agreement with Handmade Tattoo Studio.

NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council does hereby approve the attached negotiated Settlement Agreement with Handmade Tattoo Studio and hereby authorizes and directs the Mayor and City Clerk to sign and execute said agreement.

Adopted by the Anoka City Council this the 16th day of March 2015.

ATTEST:

Amy T. Oehlers, City Clerk	Phil Rice, Mayor

COUNCIL MEMO FORM

11.1

Meeting Date	March 16, 2015
Agenda Section	New Business
Item Description	Consideration of Appointment to Housing & Redevelopment Authority, Colleen Weirden
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

Attached is an application that the City received from Colleen Weirden of Anoka, for appointment to fill the vacancy on the Housing & Redevelopment Authority.

This would be a partial term vacancy with an expiration date of 12/31/2015.

If this appointment is made, the City will have the following vacancies on our City boards/commissions:

Parks & Recreation Board - one partial term (to expire 12/31/2015)

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

Staff will continue to advertise these vacancies per the City policy.

FINANCIAL IMPACT
Advertising costs of < $50.00

COUNCIL ACTION REQUESTED

Act on appointment to fill vacancy on the HRA.

ANOKA
REAL. CLASSIC.

Date Received: 3/6/15
Received By: AD

CITY OF ANOKA
2015 First Avenue
Anoka, MN 55303-2270
Phone: 763-576-2700 Fax: 763-576-2727
Website: www.ci.anoka.mn.us

BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one):

- ☐ Charter Commission
- ☐ Economic Development Commission
- ☐ Heritage Preservation Commission
- ☒ Housing & Redevelopment Commission
- ☐ Human Rights Commission
- ☐ Parking Advisory Board
- ☐ Parks & Recreation Board
- ☐ Planning Commission
- ☐ Utility Advisory Board
- ☐ Waste Reduction & Recycling Board

NAME: Colleen Werdien

FULL ADDRESS: [redacted] Anoka, MN. 55303

PHONE (HOME): 763-427-4260

PHONE (WORK): 763-504-7405

EMAIL: colleenwerdien@q.com

ARE YOU A RESIDENT OF THE CITY OF ANOKA? ☒ YES ☐ NO

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS? ☒ YES ☐ NO

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:

I am interested in helping plan for the future of Anoka, in preserving historical housing and in attracting and retaining city residents for a strong financial base.

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

Elementary Education B.S, Nursing B.S.N. Public Health Nursing MPH
Princeton Planning Committee
Columbia Heights Library Task Force
Anoka County Master gardner

AVAILABILITY: *Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission?* ☒ Yes ☐ No

REFERENCES: *(Optional)*

Name	Address	Phone
Name	Address	Phone
Name	Address	Phone

NOTE: This application is of public record. Public Service opportunities are offered by the City of Anoka without regard to race, color, national origin, religion, disability, sex or sexual orientation.

(For Office Use Only)

Was application submitted by due date? ☒ *Yes* ☐ *No*

The Applicant is: ☒ *A New Applicant* ☐ *Applying for Reappointment*

This appointment is for a: ☒ *Partial Term* ☐ *Full Term*

Date submitted to Council: 3/16/15 *Council Action:* ☐ *Not Appointed* ☐ *Appointed (Exp: _____)*

COUNCIL MEMO FORM

12.1

Meeting Date	March 16, 2015
Agenda Section	Updates & Reports
Item Description	Tentative Agendas
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

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

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

Request Council review and discuss upcoming agenda(s).

City Council – Regular Meeting
Monday, April 6, 2015 - 7:00 p.m.
Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **COUNCIL MINUTES**
   3.1 March 16, 2015 Worksession.
   March 16, 2015 Regular Mtg.

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

5. **PUBLIC HEARING(S)**

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

7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**

8. **PETITIONS, REQUESTS & COMMUNICATION**

9. **ORDINANCES & RESOLUTIONS**
   9.1 ORD/Amending Chpt 6, Alcoholic Beverages; Relating to Microbreweries, Taprooms, etc. (1st Reading)
   9.2 RES/2015 SRP; Slab Town – Approve Bids, Award a Construction Contract.

10. **UNFINISHED BUSINESES**

11. NEW BUSINESS

11.1 Request for Amendment to Premise Description for On-Sale Liquor License at Misfits Saloon, 821 E River Road, to include outdoor patio area.

12. UPDATES & REPORTS

12.1 Tentative Agendas.

ADJOURNMENT

JOINT CITY COUNCIL MEETING

CITY OF ANOKA & CITY OF RAMSEY

Monday, April 13, 2015

Location: Ramsey City Hall
7550 Sunwood Dr NW, Ramsey-MN

TIME???

MEETING AGENDA

1. **CALL TO ORDER**

2. **INTRODUCTIONS**

3. **DISCUSSION & UPDATES**

   - Hwy 10
   - General City/Development Update
   - Mississippi River Trail

4. **OTHER ITEMS/COUNCILMEMBERS COMMENTS**

5. **ADJOURN**

ANOKA
BOARD OF APPEALS & EQUALIZATION

Monday, April 20, 2015
City Council Chambers
5:30 p.m.

(MEETING WILL NOT BE CABLECAST)

1. CALL TO ORDER
2. ROLL CALL
3. BOARD OF APPEALS & EQUALIZATION
4. PUBLIC COMMENT
5. COUNCILMEMBERS COMMENTS
6. ADJOURNMENT

City Council – Regular Meeting
Monday, April 20, 2015 - 7:00 p.m.
Council Chambers

(meeting will be cablecast)

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **COUNCIL MINUTES**
   3.1 April 2, 2015 Regular Mtg.

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

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 Waste Reduction & Recycling Board; Annual Report.

   7.2 Planning Items.
      7.2.A RES/Variance; 208 Clay St.
      7.2.B ORD/Chpt 74, Article V, Div 3, Section 74-241; B-6 District. (1st reading)

8. **PETITIONS, REQUESTS & COMMUNICATION**

9. **ORDINANCES & RESOLUTIONS**
   9.1 ORD/Amending Chpt 6, Alcoholic Beverages; Relating to Microbreweries, Taprooms, etc. (2nd Reading)

10. **UNFINISHED BUSINESES**

11. NEW BUSINESS

12. UPDATES & REPORTS

12.1 1st Quarter Financial Report.

12.2 Tentative Agendas.

ADJOURNMENT

City Council - Worksession
Monday, April 27, 2015 - 5:00 p.m.
Green Haven Golf Course & Event Center
2800 Greenhaven Rd, Anoka

(meeting will not be cablecast)

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **COUNCIL BUSINESS and/or DISCUSSION ITEMS**
   - 3.1 Discussion; 2016 Levy Options.
   - 3.2 Discussion; Citywide SRP & SSIP.
   - 3.3 Discussion; Property Maintenance Code.

4. **ADJOURNMENT**