



**City Council – Regular Meeting
Monday, March 2, 2015 - 7:00 p.m.
Council Chambers**

(meeting will be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL MINUTES**
 - 3.1 February 17, 2015 Worksession.
February 17, 2015 Regular Mtg.
4. **OPEN FORUM** **The open forum is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and address for the record. Rules of Conduct as listed in the public folder provided at the entrance of the Council Chambers must be adhered to.*
5. **PUBLIC HEARING(S)**
6. **CONSENT AGENDA**
 - 6.1 Verified Bills.
 - 6.2 Revising & Setting Council Calendars.
 - 6.3 Recommendation on Issuance of an LG240B Bingo Permit for Anoka Knights of Columbus.
7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
 - 7.1 Planning Commission:
 - 7.1.A ORD/Zoning Text Amendment, Chpt 74, Article V, Division 4, Section 74-258, M-3 District. (2nd reading)
 - 7.1.B ORD/Zoning Text Amendment; Chpt 74, Article I, Section 74-2, Article V, Division 3, Section 74-238 and Article V, Division 5, Section 74-265; Microbreweries and Microdistilleries. (2nd reading)

RES/Summary Ordinance on Zoning Text Amendment; Chpt 74, Article I, Section 74-2, Article V, Division 3, Section 74-238 and Article V, Division 5, Section 74-265; Microbreweries and Microdistilleries.
8. **PETITIONS, REQUESTS & COMMUNICATION**

9. **ORDINANCES & 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.
- 9.2 ORD/Sale of 1038 Madison Street to Tollberg Homes. (1st reading)
- 9.3 ORD/Sale of 1044 Madison Street to Tollberg Homes. (1st reading)
- 9.4 ORD/Sale of 1045 Jefferson Street to Tollberg Homes. (1st reading)
- 9.5 ORD/Sale of 1051 Jefferson Street to Tollberg Homes. (1st reading)
- 9.6 RES/Purchase of Property at 5th Avenue and North Street.
- 9.7 RES/2014-2015 Budget Adjustments.
- 9.8 RES/Accepting Donations Received in 2014.

10. **UNFINISHED BUSINESSES**

11. **NEW BUSINESS**

12. **UPDATES & REPORTS**

- 12.1 Tentative Agendas.

ADJOURNMENT

COUNCIL MEMO FORM

3.1

Meeting Date	March 2, 2015
Agenda Section	Council Minutes
Item Description	Various City Council Meeting Minutes
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

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

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

Approval of minutes.

**WORKSESSION OF THE ANOKA CITY COUNCIL
ANOKA CITY HALL
CITY COUNCIL WORKSESSION ROOM
FEBRUARY 17, 2015**

1. CALL TO ORDER

Mayor Pro Tem Freeburg called the worksession meeting to order at 5:00 p.m.

2. ROLL CALL

Present at roll call: Mayor Rice (arrived at 5:15p.m.), Councilmembers Anderson, Freeburg, Schmidt, Weaver.

Absent: None.

Staff present: City Manager Tim Cruikshank; Economic Development Manager Erik Thorvig; Director of Public Services/City Engineer Greg Lee; Planning Director Carolyn Braun; Housing Manager Darin Berger; Recycling Coordinator Pam Bowman; Recreation Supervisor/Cemetery Administrator Lisa LaCasse; City Attorney Scott Baumgartner; and Finance Director Lori Yager.

3. COUNCIL BUSINESS and/or DISCUSSION ITEMS

3.1 Update; Coordinated Refuse Hauling.

Mayor Pro Tem Freeburg thanked the audience for attending, stating the City is currently gathering more information so the Council can make a decision as to whether or not to proceed with the next steps and consider coordinated refuse hauling in the City of Anoka.

City Manager Tim Cruikshank shared the staff report stating that as a follow-up to previous worksession discussions on coordinated refuse hauling, a general informational presentation will be given at the worksession. He said staff has invited the licensed haulers to this worksession, as well as members of the public that have requested notification of Council discussions on this topic. Staff is seeking further Council direction on this topic. Mr. Cruikshank gave a presentation on history of this discussion and the process to date.

Councilmember Weaver asked about the current requirements of quadrants and zones. Mr. Cruikshank said there are no requirements of quadrants in the City but that haulers choose to do quadrants for resident refuse hauling.

Councilmember Schmidt said the quadrants follow the recycling schedule. Mr. Cruikshank said that is correct, stating the City in essence has an organized single hauler for recycling which is divided into four zones and that we have contracted

with a single hauler prior to April 2008. He said we charged apartments and residential property owners in the community a fee for recycling but not everyone used it and we were subsidizing the costs. Mr. Cruikshank said because the County has compost site and other efficiencies this practice was changed, adding twice a month prior to 2008 the haulers would drive through the community and look for yard waste where now residents contact for pick-up which is more efficient.

Mr. Cruikshank said we are in the very beginning stages of the process as outlined by Statute and are currently just gathering information. He said should Council decide to begin the 60-day negotiation period we would then contact the current haulers in the City, inform the public, hold a hearing, and present to the community the results of the negotiations, including pricing. He noted at any point there is no commitment to continue should we want to change our mind.

Councilmember Schmidt clarified that only current licensed haulers would be involved in the negotiations. Mr. Cruikshank said that is correct, stating if Council wants to move ahead we should do so with residential haulers only to simplify the process. He said four-plexes and above requires different type carts and a different schedule, adding this would stay consistent with main objective by having less impact on the streets.

Councilmember Weaver said four-plexes and higher are scattered throughout the City so haulers will still be driving through the City so this model does not make sense.

Mr. Cruikshank gave an overview of surrounding cities' experiences with organized hauling. Councilmember Weaver said for full transparency a number of communities rejected organized hauling, including Coon Rapids, Lino Lakes, Lexington, and Ham Lake.

Chris DeLaForest, Ace Solid Waste, said it was interesting that haulers would be running parallel operations during the negotiations.

Anoka County Commissioner Scott Schulte shared some thoughts on his experience with this topic while serving as Coon Rapids Councilmember. He said while he does not live in Anoka he represents some of the constituents and wanted to share his thoughts. He said this was the most contentious issue in Coon Rapids and while it was well argued on both points the point that swayed him to maintain the current system but to request zoned pick up for different days of week was because Blaine, who has the same population, similar age, and had organized collection since the early 1970s, had higher road costs than Coon Rapids. He said the weather and soils are similar so he does not believe the garbage trucks make that much of a difference. Commissioner Schulte said it came down to basics with citizens wanting one truck per day but in the end it would have costs jobs in the City as well as disruption. He said people were very divided and while

mechanically it did not make sense he cannot find any empirical data to prove this different. He said this is Anoka's policy decision but with hauling rates in Coon Rapids not being much higher than Blaine it may not be a win-win situation.

Councilmember Weaver said it is interesting that this is the third worksession on this topic but people are unaware of this issue. He said he does not want to do the first step but if we do in the interest of transparency we should send a letter informing the citizens of our discussions first.

Councilmember Anderson agreed there has been no public interest yet so a letter may be a good idea.

Commissioner Schulte noted Coon Rapids' residents were unaware of the discussions either until the haulers sent notices, adding the City did not.

Councilmember Freeburg said it is interesting why this topic is so personal to people.

HRA Commissioner Bonthuis asked how we clarify the information and determine if there is or is not a cost to the streets. Mr. Cruikshank said while no engineer can state this definitively intuitively we know trucks cause damage and we have to either believe it or not.

Councilmember Freeburg said it does make sense because we know traffic causes cracks in the roads so trucks will cause more damage.

Mr. DeLaForest said he appreciated working with staff on this topic, stating they have had good meetings and lots of communications. He agreed the trucks are heavy but said there are trade-offs with a resident's right to choose. He said with the rise in consultants available to help with this process claims must be getting higher, adding he is skeptical of a 25-percent road savings. Mr. DeLaForest suggested getting into the pricing too because it can be difficult to make fair comparisons such as additional fees for things such as disposing of large items, adding it is important to consider Great River Energy's fees and other waste energy facilities pricing. He said this ties into Councilmember Weaver's point on rejection, noting Fridley's strategic goal was wear and tear but in the end price was the factor. He said this is a difficult decision and that he appreciated staff and Council's consideration.

Commissioner Schulte said there is a waste management consortium of seven counties discussing how to move waste out of the counties and noted this group has not taken a formal position on organized collection.

An Anoka resident (*name unknown*), inquired about the empty containers collected from recycling and if loads were heavier once recycling started because more waste could be collected. Mayor Rice while you increase time you decrease

tonnage and that the trucks are full whenever they leave town because recycling is compacted anyway.

Pat Walker, Anoka, asked what is trending in other communities. He said this should be a State problem and not just cities because County roads do not meet the standards either. Mr. Cruikshank said working with the State was listed as one of the options either through single hauling or many smaller trucks.

Director of Public Services/City Engineer Greg Lee MnDOT said this discussion does not even take into account cars but only big trucks, adding a lot of weight once is worse than a little weight many times over. He said he will share the data with the haulers and others interested but noted trucks make up at least 67-percent of the damage. He said we could add another 2 inches of bituminous to the City streets to be more in line with County roads but the cost would be \$10 million.

Mayor Rice said he believed soils between the Coon Rapids and Blaine seems very different because of the peat and was surprised on the cost differences. Councilmember Anderson disagreed, adding soils are replaced during road construction. He noted this is a difficult situation because of the different arguments.

Councilmember Schmidt said he is not adverse to Councilmember Weaver's suggestion on a letter to help understand the implications but long-term he would like to see fewer trucks and a choice for the consumers so he suggested dividing the City into quadrants and allowing for choices as the best possible option. He said the consortium has preserved who is already here and then we proportion out sections of the City.

Mr. DeLaForest said efficiency goes up against choice and the advantage to the hauler is preservation of market share but then in this model we will not get growth either. He said this is tough on margins but then we do get to keep our share for at least awhile. He said this model will limit choice but noted it does not exist anywhere else.

Councilmember Schmidt inquired about the statutory limit on truck weights. Mr. Lee said the limits are based on the size of truck and other factors and are noted on the license plates.

Councilmember Schmidt asked if there are any heavier trucks than others. Mr. Lee said no, they are actually all about the same weight.

Councilmember Weaver said the trucks have the same volume but are just spread out over one or several trucks, and if not full they go to the next city.

Mr. Lee said the spring axle weight limit is 10 tons per axle and applies to all county, city and other roads but noted Anoka's residential streets are not built to

that level and that most damage occurs in the spring. He noted that garbage trucks are exempt from that spring weight limit.

Councilmember Weaver asked where the \$150,000 cost would come from for repurposing cans. Finance Director Lori Yager said that amount is not currently budgeted.

Planning Commissioner Kjonaas said that cost should be absorbed by the haulers. Mr. Cruikshank agreed but said that point is usually part of the negotiations.

Bart Ward, Anoka, said he sat on the TAB Board where they discussed this topic so he understands that multiple trucks cause wear and tear. He said we already have limited choices in the City with regard to electric provider and municipal liquor store but we can accept this because of the good service. Mr. Ward shared a story from Heaton who created a new hydraulic braking system to help large trucks accelerate from a standstill stop which while is a great savings for fuel it is not a savings for streets. He said this is an efficient model and would be good for both the City and the residents in terms of service and taxes.

Mayor Rice referred to residents' interest in sidewalks being based on if they have them or not so intuitively we should construct them in all projects. He likened it to this situation and while people may be upset it is our job to decide what is best for the City and should be able to do so without creating a lot of controversy.

Commissioner Bonthuis said he has been satisfied with Ace Solid Waste for 23 years but said if we can save half the cost of roads he would change his hauler immediately.

Councilmember Weaver said the City should send a notice before the haulers do to have it come from our perspective.

Councilmember Freeburg said it makes sense to research this further and while we should notify the residents he said their decisions will be based on emotion and not facts.

A member of the audience (*name unknown*) suggested utilizing the newsletter for notification. Mr. Cruikshank said the timing may be off so an open house will get to the real intent. He asked what the City's role is in educating the public as there are two sides to every story. He said he can do pros and cons and set up an area for the haulers too but this will be difficult to do.

Councilmember Weaver suggested using Councilmember Schmidt's hybrid model. Mr. Cruikshank said he is not sure how that would work but if we can do so and achieves both outcomes that would be great. He noted other cities advised knowing our path before we begin, adding there is no reason to stir the community and then end up with a split vote.

A member of the audience (*name unknown*) suggested the haulers and City draft the notice letter together.

Council consensus was to work with the haulers on a joint letter to residents outlining the discussion as well as including in the City newsletter.

Mr. Cruikshank said a draft will be shared with Council prior to releasing.

3.2 Discussion; Code Enforcement.

Housing Manager Darin Berger shared the staff report stating that at two recent worksessions, staff informed the Council of steps being taken to improve the level of enforcement and compliance with the City's Code. This began a couple years earlier with the Council passing a resolution adopting language in their City Code for Administrative Citations and Penalties, wherein the Administrative Citation Procedure Process was spelled out. An overview of this procedure was provided for Council's reference.

Staff has since been working towards becoming more proactive when identifying violations and enforcing City Code. In order to ensure 2015 will prove to be our most proactive and successful year, staff has been working to implement a new mobile technology device/software. This is the same model of device the Anoka Police Department uses for parking violations; however, ours will be specific to Code Enforcement. Mr. Berger said staff is working with Brazos Technology to get this device and support system up and running very soon, allowing staff time to iron out any kinks that may arise prior to the busy season in the spring and summer. This device and equipment comes with many advantages, however, the main enhancement staff sees happening is allowing the Property Maintenance Coordinator and Planning Staff to spend less time in the office doing paperwork and more time out in the field pro-actively identifying violations.

With increased enforcement of City Code, there has been some concern regarding the citizen's ability to become fully code compliant once notified of a violation. Whether this is resulting from an inability to pay for necessary property improvements or from restrictions they are held to resulting from the dimensions of their property in regards to Code, staff and Council see this as a very real issue that needs to be addressed. This will be addressed in two possible ways – Funding & Administrative Variances.

Mr. Berger said while a potential funding source for these property improvements may be one of the Housing and Redevelopment Authority's (HRA) loan/grant programs, there are circumstances where these types of code violations are not presently eligible under some of the existing HRA programs:

- Those not conforming to all applicable zoning ordinances and building code requirements
- Dwellings containing more than 4 units

- Properties that have already received an HRA loan or grant
- Property owners who are over the income guidelines.

Mr. Berger outlined the criteria of the proposed Loan Program, including a loan amounts ranging from \$1000 - \$25,000; loan terms of \$1000-\$4999/5-years and \$5000-\$25,000/8-years; and an interest rate of five-percent. He then outlined the benefits of using the administrative variance process:

- It could take less time – 2-3 weeks for an administrative variance rather than 2 months for a regular variance.
- It would cost less for the applicant because it doesn't require a published notice.
- There is less staff time for processing an administrative variance.
- It is more citizen-friendly which could prompt citizens to make improvements.

He stated if enacted a list of the approved administrative variances would be included monthly in the Council packet under the Consent Agenda.

The next step is to identify what items would be eligible for an administrative variance. It will be important that we are very specific. For example, some cities allow them where a paved driveway is being replaced and the pavement is too close to the lot line; where a setback is within one foot of the required setback, etc. Staff welcomes input on items you think should be included in the list of items that are eligible for an administrative variance. He stated staff is also working on a systematic review of the City Code. We are starting with Chapter 48: Property Maintenance Standards, Rental Licensing, Vacant Building Registration, Condition of Premises, and Vacant Buildings as a Public Nuisance. After that is completed, we will work on Chapter 74: Zoning. Under Chapter 48, we will first review the Property Maintenance standards under Article I and Article IV as these are the sections used most frequently in code enforcement.

Lastly, in keeping with this theme, this spring the City will kick off their effort to address code enforcement in our City through a campaign designed to educate residents and raise awareness on the importance of maintaining properties in order to protect property values, livability and the quality of a neighborhood. Educational and enforcement efforts will be integrated to inform residents of applicable property and housing maintenance regulations. This effort will include direct mailings, City newsletter informing residents of applicable property and housing maintenance resources. City staff will identify potential maintenance issues and work with property owners to resolve those issues. We hope that in turn, the citizens will come to better understand the value of maintaining the appearance of property and preserving the quality of each of our neighborhoods.

Planning Director Carolyn Braun said that due to statutory requirements they could do an administrative variance or exception, although these can be difficult. She said staff is proposing if someone needs a variance that we send notices to neighboring properties, per public notice requirements, and if nothing is received from the neighbors then we would issue the variance. Ms. Braun said if someone

disagrees then we have to continue through the formal public hearing process. She said the intent is to speed up the process with items that are at times relatively minor while not violating the intent of the ordinance.

Councilmember Weaver said we have many smaller homes on smaller lots within the City with single car garages and driveways with no sideyard setback or way to correct the situation. Ms. Braun said we may need to create alternatives and reconsider that portion of the code.

Mayor Rice said many will move cars if they have to but park on their yard because it is convenient. He noted other do not really know and will look at other solutions as well.

Councilmember Freeburg referred to a property on 8th Avenue and Main Street and inquired about the enforcement on rental properties and asked if there is a parking limit per unit. Ms. Braun said there needs to be a clarification in the code.

Councilmember Schmidt said the code needs to state current license plates for parked cars on their property. Ms. Braun said that portion needs to be redone because current licensing is only required if the vehicle is driven on the street.

Mr. Berger said staff is close to addressing the funding and administrative portions of this issue, which will be good.

Discussion was held regarding property code violations on a specific property. Ms. Braun said we can offer choices when the program is established and then move to citations if not chosen.

Councilmember Weaver said he wants young families to feel successful in Anoka and that these options can be very expensive so he wants to ensure we are prepared.

Mr. Berger said any assessment agreement would not be in effect immediately but would be for the following year allowing time to save up and pay later if possible.

Councilmember Weaver said assessments can be adjusted with the payments so this is better than having a one-time excessive charge.

Mayor Rice said he wants people to be comfortable where they live but to do so within the parameters of the code.

Ms. Braun said staff will be asking what is going to be acceptable in the neighborhoods, including portable tenting and once that is determined staff will be bringing forward a code amendment.

Councilmember Freeburg referred to a specific address where the house has needed painting for approximately 10 years. Ms. Braun said we have the tools in place to write citations but are trying alternatives first.

Mr. Cruikshank stated the City's goal is compliance and while we have the tools to issue citations or even stronger penalties the goal is compliance and to have the house painted. He said staff will work hard to inform Council of processes and letters so they know the timeline and efforts to reach compliance.

A member of the audience (*name unknown*) stated that they were a 17-year resident, and noted many residents are unaware of the ordinances and that more education is needed.

Council consensus was to proceed with the program as outlined.

3.3 Discussion; City Cemeteries.

Recreation Supervisor/Cemetery Administrator Lisa LaCasse stated there are a few issues regarding the operations of the City cemeteries that staff felt were important to bring to your attention for discussion as we work through potential options for solving them.

Historically, cemetery maintenance was provided as part of the general fund, but for the past few years has been operating out of the perpetual care account. Staff has discussed increasing non-resident pricing for grave purchases creating a larger gap between the resident/non-resident price structures. Current grave prices pale in comparison to most metro area cemeteries (including municipal, non-profit, and privately owned cemeteries).

Incidentally, there are very few metro cities that own/operate cemeteries to compare ourselves to, and nearly all that do inherited them from failed private associations.

In addition, staff has discussed whether the City should limit the number of graves that can be purchased by an individual. Today, families are smaller and more transient. Each year staff receives several requests for buy backs of graves that were purchased as part of a family plot but children no longer live here and therefore no longer want to be buried here. In addition, the City undertook the very lengthy 'take back' process in 2001 to reclaim hundreds of graves in section 0 that went unused for a period of 65+ years. In the next 10 years or so, the City will need to go through this process again for sections 3 - 5, and so on.

The League of Minnesota Cities (LMC) recommends that cities that operate cemeteries *establish the rules and regulations by resolution, ordinance, or policy; and indicates that only an ordinance is ultimately enforceable and, therefore, may be more desirable.* Staff recently presented Council with updates to the rules and regulations, which were approved at the December 1, 2014 Council meeting. The

LMC provided a sample ordinance document, which staff has updated to create a draft "Cemetery Regulation Ordinance" document for your review and discussion. Staff is reviewing the City's participation in the County financial assistance program. Currently, state law mandates that counties provide financial assistance to burials and staff is investigating if the City legally must accommodate requests for income assisted burials. The County Board determines the funding level for burial services including cemetery and funeral home costs; each county's policies and procedures vary each with different restrictions regarding 'up charges' and allowable cost limits. In regard to Anoka County, the City receives \$480 for the grave and \$305 for opening and closing the grave, which is 68% of the resident fees (\$650 grave \$500 open/close) and 56% of the non-resident fees (\$900 grave \$500 open/close). The City typically accepts 8-10 income assistance requests annually with 2-3 requests of those requests coming from outside of Anoka County.

Councilmember Schmidt said he is not sure of the rationale to preserve separation of church and state with regard to sales to businesses but suggested changing language to not permit sale to businesses. He asked if there have been efforts to aggregate plots for a mausoleum. Mr. Cruikshank said there are efforts towards a mausoleum which is one of the reasons for the discussion.

Councilmember Schmidt said it is reasonable to anticipate for this trend. Ms. LaCasse agreed, stating it is good to be proactive as there are people from all different religious backgrounds and there is no specific area in the cemetery for one religion.

City Attorney Scott Baumgartner noted this is an Anoka cemetery and if people outside the City want to purchase plots that limits residents who have been living in the City for many years from being buried in the cemetery and that is not likely the intent of the City.

Ms. LaCasse said we are not running out of land but staff does receive many requests for non-residents and our tax base supports the cemetery so we may want to do larger tiered pricing for residency versus non-residency or even prove residency to be buried here. She suggested possibly doing based on years of residency or some other parameter.

Karna Brewer, Anoka, noted an individual may not be a resident now but was a resident in years prior who wants to be buried in Anoka.

Councilmember Schmidt agreed, stating the same situation could apply to career military people whose hometown was Anoka.

Councilmember Anderson said he does not want to stop anyone from being buried in Anoka. Mayor Rice agreed but said defining the parameters will be difficult and suggested associating with their families even if the person is a non-resident.

Ms. LaCasse said they could increase to double the resident cost as a way to address the issue, adding it will not be up to staff to disprove the residency. She said staff just wanted to show where we are in relation to other cities, adding there are not many in the metro area with cemeteries so it is difficult to do. She noted we are still below Champlin's rates and feels we are still very reasonable and therefore sought out.

Councilmember Anderson asked if we are beginning to run out of plots. Ms. LaCasse said we space for the next 40-50 years depending on how we develop the open areas, adding that could change with cremations increasing.

Councilmember Schmidt asked if we plan to replat the cemetery. Ms. LaCasse said they do, including adding another columbarium, which could go eight rows high. She said the initial investment is expensive but it will open up much more opportunity. She said based on 3,000-3,500 current plotted graves we could maybe redo to 4,000-5,000 and add onto existing plots.

4. OTHER BUSINESS

4.1 Staff Update.

None.

5. COUNCILMEMBERS COMMENTS

None.

6. ADJOURNMENT

Mayor Rice adjourned the Regular Worksession meeting at 6:56 p.m.

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

Approval Attestation:

Amy T. Oehlers, City Clerk

**REGULAR MEETING OF THE ANOKA CITY COUNCIL
ANOKA CITY HALL
CITY COUNCIL CHAMBERS
FEBRUARY 17, 2015**

1. CALL TO ORDER

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

2. ROLL CALL

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

Staff present: City Manager Tim Cruikshank; Director of Public Services/City Engineer Greg Lee; Associate Planner Crystal Paumen; Housing Manager Darin Berger; and City Attorney Scott Baumgartner.

Absent at roll call: None.

3. COUNCIL MINUTES

- 3.1 Minutes of January 26, 2015, Worksession.
Minutes of February 2, 2015 Regular Meeting.

Motion by Councilmember Anderson, seconded by Councilmember Schmidt, to waive the reading and approve the January 26, 2015 Worksession and the February 2, Regular Meeting minutes.

Vote taken. All ayes. Motion carried.

4. OPEN FORUM

None.

5. PUBLIC HEARING(S)

None.

6. CONSENT AGENDA

Councilmember Weaver asked for further explanation regarding Item 6.3. Director of Public Services/City Engineer Greg Lee stated this item represents the final change order for the Commuter Rail Transit Village (CRTV) project and consists of several items,

including a \$78,000 deduction and contract adjustment amount and a reduction in the CMAQ grant for a total reduction of \$51,500.

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

- 6.1 Approved Verified Bills.
- 6.2 Revising and Setting Council Calendars.
- 6.3 Change Order No. 10; CRTV Project.

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.
(1st Reading)

Associate Planner Crystal Paumen shared a staff report with background information to the Council stating 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 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. Paumen shared a map that shows that 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. Ms.

Paumen noted that 6-foot tall evergreen trees were not included in this proposed amendment but will be included with the second reading.

Motion by Councilmember Schmidt, seconded by Councilmember Weaver, to hold first reading of an ordinance Zoning Text Amendment, Chapter 74, Article V, Division 4, Section 74-258, M-3 District.

Councilmember Anderson clarified the motion included the Planning Commission's recommendations.

Mayor Rice clarified this amendment would only apply to the non-visible sides of structures from the public.

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

7.1.B. **ORD/Zoning Text Amendment; Amending Chapter 74, Article I, Section 74-2; Article V, Division 3, Section 74-236 and 74-238; Microbreweries and Microdistilleries.**
(1st Reading)

Due to a conflict Councilmember Weaver stated he will be abstaining from the discussion.

Ms. Paumen shared a staff report with background information to the Council stating 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 5, Section 74-236 Main Street Mixed Use District & Article V, Division 3, Section 74-238

B-3 General Business 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.

Ms. Paumen said amendments will also be required in Chapter 6: Alcoholic Beverages of the City Code, stating though similar in topic the zoning changes and liquor licenses changes will take place separately.

Ms. Paumen said the Planning Commission held a public hearing on February 3 for this item and recommended approval and reviewed four main items to consider when adding a new use: traffic, parking, noise, and smell. She said the Planning Commission found the proposed amendment is consistent with the other permitted uses in the zoning district and noted this use would be consistent with current uses already in place downtown. Ms. Paumen referred to the need for a taproom to allow for the tastings and future bottling requirements for potential distribution in a downtown setting.

Councilmember Anderson said this is an exciting proposal and inquired about the potential applicant.

Jessie Hoff and Ashley Hoff, Anoka, said they are seeking to open 10K Brewing in the downtown area. He said they are considering leasing a 1,900 square-foot space at 2005 2nd Avenue, stating this will not be a full size brewery but only three barrels at 31 gallons for a total of 96 gallons at a time. Mr. Hoff said the space will be used mostly for a taproom and tasting room to allow for onsite tasting but said they do not want to limit their business or future business expansions for potential small-scale distribution in the future.

Mayor Rice asked how often they intend to brew. Mr. Hoff said they intend to brew once per week but could potentially brew three times, adding the intention is not to brew when the taproom is open.

Ms. Hoff said they intend to be open Thursdays through Saturdays only.

Motion by Councilmember Anderson, seconded by Councilmember Freeburg, to hold first reading of an ordinance Zoning Text Amendment; Amending Chapter 74, Article I, Section 74-2; Article V, Division 3, Section 74-236 and 74-238; Microbreweries and Microdistilleries.

Councilmember Schmidt said he had the opportunity to review the Planning Commission worksession discussion surrounding this item and said this will be a great opportunity for Anoka. He said he hopes the lease and equipment is finalized soon so they can be operation.

Mayor Rice welcomed the applicants to Anoka stating it will be exciting to watch this business grow.

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

7.1.C. RES/Conditional Use Permit; 415 Pierce Street.

RESOLUTION

Ms. Paumen shared a staff report with background information to the Council stating the applicant, R and F Tires and Autocare, has applied for a conditional use permit for auto repair, tire repair and sale of new and used tires at the property located at 415 Pierce Street. The property is zoned Transit Oriented Development-Employee Emphasis (TOD-E) and automotive services is considered a conditional use in this zoning district. The property has been occupied by Grahams of Anoka since 1990 as an automobile services/auto repair use; however the building is currently available for lease. The proposed business operator plans to have longer hours than the current business and use the property more intensely. Hours of operation will be Monday through Friday 9:00am to 6:30pm, Saturday 9:00am to 3:00pm and Sunday closed. Initially there will be two employees and potentially two more in the future, depending on business growth. The building is 1560 square feet.

The Planning Commission held a public hearing on February 3rd and recommended approval with the 14 conditions as noted in the Resolution, adding further analysis is included in the Planning Commission staff report.

Councilmember Weaver asked why the address is odd being on the south side of the street because most are even. Ms. Paumen said she is not sure why but said it could be due to the road being reconfigured, adding change of addresses are done at the request of the property owner.

Councilmember Weaver said Condition #3 refers to garbage enclosures being a solid block structure requiring footings and asked if the enclosure could be constructed with a six-foot high wood fencing to save money. Ms. Paumen said the enclosure can either be in the existing garage to the east of the building or in a trash enclosure, adding the masonry wall and closable gates is specific in the TOD zoning district.

Mayor Rice suggested a floating slab could be constructed instead of footings, adding the language outlines what the City is looking for in

terms of redevelopment by planning for significance and substantial screening.

Councilmember Weaver said knowing the language is from the overall ordinance changed his thoughts and provided clarification.

Councilmember Schmidt invited the applicant to address any issues such as parking, storage, or other concerns. The applicant indicated he had no concerns.

Mayor Rice welcomed the applicant, stating the Anoka Station area has been an area of concern and this seems to be a good fit at this address.

Motion by Councilmember Weaver, seconded by Councilmember Anderson, to adopt a resolution approving a conditional use permit for 415 Pierce Street.

Councilmember Schmidt noted the business will include tires and full auto care.

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

8. PETITIONS, REQUESTS AND COMMUNICATION

None.

9. ORDINANCES AND RESOLUTIONS

- 9.1 RES/Calling for Public Hearing on 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.

RESOLUTION

Housing Manager Darin Berger shared a staff report with background information to the Council that the Housing and Redevelopment Authority (HRA) has initiated the process of establishing the South Central Business TIF District. In order to include all the necessary parcels in the District, five (5) parcels 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:

- Address potential parking needs of the School District and other users in the area.
- Upgrade infrastructure where needed.
- 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 9, 2015 the HRA passed 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.

Councilmember Schmidt said the work done by Ehlers and Associates on the financial impacts is primarily geared to potential expansion for the Walker Methodist project and there have been no other assumptions made on this financial impact. He noted the questionnaire included was very interesting. Mr. Berger said that typically the financial impact plan is included but that staff just received that report today so the questionnaire was included instead.

Motion by Councilmember Schmidt, seconded by Councilmember Anderson, to adopt a resolution calling for a public hearing on March 16, 2015, by the City Council on the Proposed Modification to the Redevelopment Project Plan for Anoka Redevelopment Project No. 1, a Modification to the Tax Increment Financing Plan for Tax Increment Financing District No. 2 (County District E9 & M2) Therein, and the Establishment of the South Central Business Tax Increment Financing District (A Redevelopment District) Therein and the Adoption of a Tax Increment Financing Plan Therefor.

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

9.2 RES/2015 Parking Lot and Alley Project – Approve Bids, Award a Construction Contract.

RESOLUTION

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

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

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

Alleyway

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

These projects are combined into one project in an effort to reduce the overall administrative costs associated with these individual projects and to receive more favorable bids from a larger project. On January 5, 2015, the City Council adopted a resolution approving the plans and specifications, setting a bid date, and authorizing the advertisement for bids for the 2015 Parking Lot and Alley Project. There was a simple bidding structure for this project with only the base bid and no bid alternates. Bids for this project were received at 10:00 A.M. CDT on Friday, February 6, 2015 at City Hall. A total of twelve (10) bids were received.

Councilmember Schmidt asked if the project includes a railing going to the Woodbury House. Councilmember Weaver said the railing has already been installed.

Councilmember Weaver confirmed the Anoka Trail project will not include constructing a building shelter. Mr. Lee said that is correct and that the project will just include a parking lot and border around the play equipment.

Councilmember Weaver inquired about the location of the future shelter. Mr. Lee said the shelter is included in the CIP for 2017 and will include the location of the shelter and irrigation plans.

Councilmember Weaver inquired about the size and potential uses of the shelter. Mr. Lee said there are several options of what could be done but there has been no

discussion by the Park Board yet on those options. He said the shelter could include a restroom and even meeting space.

Councilmember Weaver said he wants to ensure the shelter is large enough to accommodate groups such as classrooms and cross-country skiing clubs.

Motion by Councilmember Schmidt, seconded by Councilmember Weaver, to adopt a resolution awarding a construction contract to Douglas-Kerr Underground LLC in the amount of \$359,594.26 for the 2015 Parking Lot and Alley Project.

Councilmember Schmidt noted this bid was 10-percent under the engineer's estimate.

Mr. Lee stated Street Renewal Program bids will be opening this week too and that they hope they will be lower as well.

Councilmember Freeburg asked if the cost of fuel has affected bidding prices. Mr. Lee said there is lots of activity going on now so it is hard to say, stating some of Anoka's bids are first so there are not many others to compare. He said lower fuel is helping reduce costs but the labor costs and lack of labor may result in some higher bids too and may cancel out any savings. Mr. Lee said staff is working to get Anoka's bidding done first to help assist in that savings.

Councilmember Schmidt said all projects have mobilization costs so the more we can get in Anoka the less the costs will be for the next street reconstruction projects. He said he is sure how Rum River Shores bidding resulted in lower costs when multiple jobs occur at the same time.

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

9.3 RES/Consideration of an LG214 Premise Permit at Misfits Saloon, 821 E. River Road.

RESOLUTION

Mr. Cruikshank shared a staff report with background information to the Council stating the City has received a request from Anoka Area Ice Arena Association, requesting that they be allowed to obtain a Premise Permit to operate gambling at Misfits Saloon, 821 E River Rd. 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.

Previously, when this location was operating as Coyote Sands, a premise permit was approved Climb Theatre. I have received confirmation from the Minnesota Gambling Control Board that Climb Theatre no longer holds a premise permit for 821 East River Rd.

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.

Motion by Councilmember Anderson, seconded by Councilmember Freeburg, to adopt a resolution recommending the issuance of a state issued LG214 gambling license & premise permit for Anoka Area Ice Arena Association at Misfits Saloon, 821 East River Road, Anoka, Minnesota.

Mayor Rice said it is nice to see the arena have another gambling location.

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

9.4 RES/2015 Amendment to Joint Powers Agreement (JPA) Street Maintenance Program.

RESOLUTION

Mr. Lee shared a staff report with background information to the Council stating the City has in 2004, the cities of Coon Rapids, Andover, Brooklyn Center, Columbia Heights and Fridley joined together to solicit bids for street maintenance services. The Joint Powers Agreement was amended in 2006, 2008, 2010, and 2011 when Ham Lake, East Bethel, Anoka, and Mahtomedi joined the group.

The group met in December 2014 to discuss program operations in 2014 and 2015. The JPA contains an option of opting out of the program 60 days after the contract award. The members discussed shortening the opting out period from 60 days to 30 days. It is the consensus of the group to amend the JPA to a 30-day opting out period. The Coon Rapids Council approved the amended JPA on Tuesday, February 3, 2015 and now has forwarded the amended JPA to the participating cities for execution.

Motion by Councilmember Freeburg, seconded by Councilmember Anderson, to adopt a resolution authorizing the execution of a Joint Powers Agreement with the City of Coon Rapids for Activities Associated with Street Seal Maintenance Program.

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

10. UNFINISHED BUSINESS

None.

11. NEW BUSINESS

11.1 Consideration of Appointment to Waste Reduction and Recycling Board; Cynthia Thurston.

Mr. Cruikshank shared a staff report with background information to the Council stating an application was received from Cynthia Thurston of Anoka, for appointment to fill the vacancy on the Waste Reduction & Recycling Board.

This would be a partial term vacancy with an expiration date of 12/31/2016. If this appointment is made, the City will have the following vacancies on our City boards/commissions:

Housing & Redevelopment Authority - 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.

Motion by Councilmember Freeburg, seconded by Councilmember Schmidt, to appoint Cynthia Thurston to the Waste Reduction and Recycling Board to a term to expire December 31, 2016.

Schmidt good Board and will be a good addition.

Mayor Rice welcomed Ms. Thurston to the WRRB.

Vote taken. All ayes. Motion carried.

12. UPDATES AND REPORTS

12.1 4th Quarter Financial Report.

Ms. Yager shared a staff report with background information to the Council outlining the 4th quarter financial report according to the Anoka City Charter.

After brief analysis, some general comments can be made in regards to the quarterly reports for the City. There will be a final year-end report after the completion of the annual audit.

GENERAL FUND REVENUES

- General fund revenues are up about \$479,000 or 4.7% over last year at this time.

Excluding transfers in, operating revenues increased 8.7% over last year. Intergovernmental revenue is up 576,000 as a result of an increase in local government aid. License & Permit revenues are up \$140,000 as a result of increased permit activity in 2014, interest earnings are projected to be up \$190,000 as a result of reversing the market value losses from last year. Property tax revenue is down (\$177,000) compared to last year. The actual levy is down (\$135,000) from 2013. Transfers in are down (\$340,000) as a result of increased aid. All other changes were minor.

GENERAL FUND EXPENDITURES

• Overall general fund expenditures are up \$552,000 or 5.3% compared to last year at this time. Excluding transfers out, operating expenditures increased only 1.1% over last year at this time. Wages and benefit expenditures are up 7.8% or \$468,000. A new position was added for public services and salaries increased 2%. Plus a one-time increase in the HAS contribution was incurred during the year. Contractual service spending decreased by (\$176,000). The majority of the decrease is the council directive to transfer \$100,000 to the Street Renewal fund rather than spending on seal coating. Also, the Fire contract costs decreased (\$272,000) as a result of decreased capital expenditures, (new fire truck in 2013). Fire costs will only reflect the contract amount and will not include variable capital purchases, as a result of the new organization structure. Transfers out to other funds increased \$450,000. The remaining costs had various increases or decreases offsetting each other overall. All departments are under budgeted appropriations after budget adjustments. All budget adjustments will be brought to the Council on March 2 for approval.

RESERVES

• Governmental fund reserves are decreasing in total by about (\$3.3) million. This includes, general, special revenue, debt service, capital and TIF funds. The decrease occurred within all categories except special revenue funds. The city's general fund reserves are at about 51% of total operating general fund expenditures. The goal is to be between 25% and 40% of annual operating expenditures. Internal service fund reserves decreased by about (\$569,000) as a result of increased operating costs and capital purchases.

ENTERPRISE FUNDS

• All City enterprise funds reflect "operating" incomes except refuse and recycling. Refuse fund continues to use about \$3,000 in fund balance to cover internal costs. Recycling has non-operating revenues, which will cover total operating costs. Liquor and Golf reflect a "net" loss after transfers, depreciation and debt service costs. Electric, Storm Sewer, Liquor and Golf all have decreases in cash. Electric transferred out \$2 million to other funds and expended in excess of \$4 million for capital. Storm Sewer contributed to two street projects, Liquor transferred \$300,000 to park capital and Golf paid debt.

GENERAL COMMENTS

- Total cash and investments are down about (\$3.5) million compared to last year.
- The general fund graphs illustrate where revenues and expenditures are derived and spent. It compares those figures for years 2010 thru 2014 with period end dates of December 31st.
- Spreadsheets and graphs depicting current and historical operations for the enterprise funds and the general fund were also shared.

Councilmember Schmidt said the fine job done by Administration and by Council backing has resulted in the City in a position for gathering extensive reserves for things that do not require borrowing such as the SRP program or borrowing ahead on State Aid for Thurston Avenue. He said because we had the funds to do these things or emergency repairs we have not had to cut other projects.

12.2 Tentative Agenda(s).

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

12.3 Staff and Council Input.

None.

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: 8:03 p.m.

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

Approval Attestation:

Amy T. Oehlers, City Clerk

COUNCIL MEMO FORM

6.1

Meeting Date	March 2, 2015
Agenda Section	Consent Agenda
Item Description	Verified Bills
Submitted By	Lori Yager, Finance Director

CONSENT AGENDA

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

BACKGROUND INFORMATION

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

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

FINANCIAL IMPACT

Will vary from meeting to meeting.

COUNCIL ACTION REQUESTED

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

Bill List for March 2, 2015

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
130110	Brazos Technology Corp	20356	Receipt Paper	101	General Fund	\$380.00
130111	Carr's Tree Service, Inc	87652	Tree Svc - 1/26/15	101	General Fund	\$776.95
130113	CenturyLink	7634211903-2/10	Communications	101	General Fund	\$9.89
130113	CenturyLink	7634213343-2/10	Communications	101	General Fund	\$462.41
130113	CenturyLink	7634217730-2/10	Communications	101	General Fund	\$133.16
130113	CenturyLink	7634211903-2/10	Communications	101	General Fund	\$9.89
130114	Comcast	0231037-2/5/15	Internet	101	General Fund	\$15.63
130114	Comcast	0231037-2/5/15	Internet	101	General Fund	\$15.63
130116	Dex Media East LLC	110095703-2/10/	NW Suburban Yellow Page	101	General Fund	\$14.50
130118	Elite Sanitation	22325	Portable Toilet Rental	101	General Fund	\$228.00
130119	FINKEN WATER CENTER	5762800-02/01/1	Artesian Water	101	General Fund	\$116.70
130121	Hakanson Anderson	34071	AN716 Rum River Trl	101	General Fund	\$3,698.80
130124	Lancer Catering	GHN04311	Winterfest	101	General Fund	\$1,104.25
130125	M.L.E.E.A.	02/23/15	Explorer Assn Conference	101	General Fund	\$770.00
130126	Main Floral LTD	15025	Green Plant - Elvig	101	General Fund	\$58.50
130130	University of MN	10/29/2014	ENGR - Mark Anderson	101	General Fund	\$70.00
130133	Volunteers of America	80003217-1/23/1	Anoka Sr Ctr Meals on 10/1	101	General Fund	\$1,850.00
130134	Zarnoth Brush Works	0153248-IN	Supplies	101	General Fund	\$1,312.80
130138	Andy's Service Auto Repair	99353	Repair #327	101	General Fund	\$788.56
130139	Anoka Area Chamber Com	21960	Monthly Chamber Luncheo	101	General Fund	\$15.00
130140	Anoka Co - ES	IN0014382	Hazardous Waste License	101	General Fund	\$33.00
130141	Anoka Co - ES	IN0014457	Hazardous Waste License	101	General Fund	\$90.00
130142	Anoka Co - ES	IN0014468	Annual Pool License	101	General Fund	\$250.00
130143	Anoka Co Central Comm	2015020	800 MHz Radio Equipment	101	General Fund	\$464.25
130146	Anoka Rotary	1779	Water Summit	101	General Fund	\$20.00
130149	Aspen Mills	161154	Uniform - J Boechman	101	General Fund	\$116.90
130149	Aspen Mills	161153	Taser Holster	101	General Fund	\$149.85
130149	Aspen Mills	161152	Uniform - A Vogel	101	General Fund	\$352.05
130149	Aspen Mills	160834	Uniform - Thiel	101	General Fund	\$417.65
130149	Aspen Mills	161155	Uniform - J Engels	101	General Fund	\$178.55
130150	Becsom Corporation	150004	Roof Repair - downspouts	101	General Fund	\$200.00
130152	Benefit Extras, Inc	60228	Cobra / Flex Admin - Feb 2	101	General Fund	\$91.75
130154	Border Line's	10029334	Plow Alley 2/3, 2/10, 2/11/	101	General Fund	\$225.00

Bill List for March 2, 2015

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Fund</i>	<i>Amount</i>
130156	Brownells, Inc	10928690.00	Parts	101	General Fund	\$1,077.54
130157	Center Point Energy	8000014151-7-02	Gas Utility - Jan 2015	101	General Fund	\$2,525.76
130157	Center Point Energy	8000014151-7-02	Gas Utility - Jan 2015	101	General Fund	\$2,906.10
130157	Center Point Energy	8000014151-7-02	Gas Utility - Jan 2015	101	General Fund	\$491.51
130157	Center Point Energy	8000014151-7-02	Gas Utility - Jan 2015	101	General Fund	\$4,162.69
130157	Center Point Energy	8000014151-7-02	Gas Utility - Jan 2015	101	General Fund	\$491.51
130157	Center Point Energy	8000014151-7-02	Gas Utility - Jan 2015	101	General Fund	\$86.98
130157	Center Point Energy	8000014151-7-02	Gas Utility - Jan 2015	101	General Fund	\$405.10
130157	Center Point Energy	8000014151-7-02	Gas Utility - Jan 2015	101	General Fund	\$676.44
130157	Center Point Energy	8000014151-7-02	Gas Utility - Jan 2015	101	General Fund	\$498.91
130158	CenturyLink	7634276646-2/16	Communications	101	General Fund	\$151.73
130158	CenturyLink	7633230326-2/13	Communications	101	General Fund	\$19.75
130158	CenturyLink	7633231091-02/1	Communications	101	General Fund	\$197.67
130158	CenturyLink	7633233651-02/1	Communications	101	General Fund	\$50.44
130158	CenturyLink	7633230326-2/13	Communications	101	General Fund	\$19.75
130159	Cintas	470533978	uNIFORMS	101	General Fund	\$9.22
130159	Cintas	470537281	Mats	101	General Fund	\$151.95
130159	Cintas	470533988	Uniforms	101	General Fund	\$17.39
130159	Cintas	470533980	Mats	101	General Fund	\$151.95
130159	Cintas	470537289	Mats	101	General Fund	\$44.80
130159	Cintas	470533978	uNIFORMS	101	General Fund	\$74.31
130159	Cintas	470532323	Mats	101	General Fund	\$129.51
130161	City of Andover	02/04/2015	Electric/Lights for Signals	101	General Fund	\$63.93
130165	Comcast	0226193-02/15/1	Cable / Internet	101	General Fund	\$141.13
130166	Commers The Water Comp	60134	Solar Salt	101	General Fund	\$60.00
130168	Crabtree Companies Inc.	130166	Contract - January 2015	101	General Fund	\$7.20
130168	Crabtree Companies Inc.	130166	Contract - January 2015	101	General Fund	\$139.14
130168	Crabtree Companies Inc.	130166	Contract - January 2015	101	General Fund	\$87.99
130168	Crabtree Companies Inc.	130166	Contract - January 2015	101	General Fund	\$82.99
130168	Crabtree Companies Inc.	130166	Contract - January 2015	101	General Fund	\$45.76
130168	Crabtree Companies Inc.	130166	Contract - January 2015	101	General Fund	\$63.53
130168	Crabtree Companies Inc.	130166	Contract - January 2015	101	General Fund	\$214.39
130175	ECM Publishers	185734	Ord 2015-1590	101	General Fund	\$91.38

Bill List for March 2, 2015

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
130175	ECM Publishers	185736	Boards/Commission Openi	101	General Fund \$37.63
130175	ECM Publishers	185735	Ord 2015-1589	101	General Fund \$69.88
130193	Lancer Catering	GHN04593	Goal Sessions	101	General Fund \$508.32
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	101	General Fund \$85.22
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	101	General Fund \$17.76
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	101	General Fund \$19.41
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	101	General Fund \$28.05
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	101	General Fund \$51.94
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	101	General Fund \$684.25
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	101	General Fund \$21.93
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	101	General Fund \$20.95
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	101	General Fund \$66.72
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	101	General Fund \$24.25
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	101	General Fund \$119.04
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	101	General Fund \$49.04
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	101	General Fund \$16.96
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	101	General Fund \$23.80
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	101	General Fund \$46.20
130198	Menard Cashway Lumber	78216	Supplies	101	General Fund \$61.42
130198	Menard Cashway Lumber	78711	Parts - Cable Puller	101	General Fund \$29.98
130198	Menard Cashway Lumber	78193	Supplies	101	General Fund \$39.96
130198	Menard Cashway Lumber	78724	Parts	101	General Fund \$37.95
130201	MG Painting & Service LLC	1683	Frame Walls / Toilet Stalls /	101	General Fund \$7,517.10
130202	MN Office of Enterprise Tec	W15010652	State Phones	101	General Fund \$61.73
130202	MN Office of Enterprise Tec	W15010652	State Phones	101	General Fund \$24.69
130202	MN Office of Enterprise Tec	W15010652	State Phones	101	General Fund \$18.52
130202	MN Office of Enterprise Tec	W15010652	State Phones	101	General Fund \$24.69
130202	MN Office of Enterprise Tec	W15010652	State Phones	101	General Fund \$74.07
130202	MN Office of Enterprise Tec	W15010652	State Phones	101	General Fund \$35.43
130202	MN Office of Enterprise Tec	W15010652	State Phones	101	General Fund \$24.69
130202	MN Office of Enterprise Tec	W15010652	State Phones	101	General Fund \$20.99
130205	Musco Sports Lighting, LLC	268745	Svc/Parts - George Enloe P	101	General Fund \$5,972.94
130206	Nextel Communications	872559421-133	Cell Phones 1/15/15 - 2/14/	101	General Fund \$1,390.23

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Check #	Vendor Alpha Name	Invoice #	Description	Fund	Amount
130208	OfficeMax Incorporated	199490	Supplies	101	General Fund \$77.32
130208	OfficeMax Incorporated	016367	Supplies	101	General Fund \$1.70
130208	OfficeMax Incorporated	016367	Supplies	101	General Fund \$30.13
130208	OfficeMax Incorporated	222806	Supplies	101	General Fund \$15.68
130208	OfficeMax Incorporated	199428	Supplies	101	General Fund \$270.31
130208	OfficeMax Incorporated	199490	Supplies	101	General Fund \$61.68
130213	Petco	OA057274	Animal Supplies	101	General Fund \$76.04
130215	Presto Graphics	51923	Senior Times Newsletters	101	General Fund \$252.66
130217	RI-TEC	0102577-IN	Supplies	101	General Fund \$1,001.00
130220	Short Elliott Hendrickson In	293206	Annual Bridge Inspection	101	General Fund \$1,283.76
130223	Stericycle. Inc.	4005396860	2 Gallon Sharps	101	General Fund \$121.90
130224	Ted Hagfors	1503	Electrical Inspections	101	General Fund \$3,213.60
130227	TimeSaver Off Site Sec.	M21101	Econ Dev Mtg 2/12/15	101	General Fund \$166.00
130227	TimeSaver Off Site Sec.	M21097	Council Worksession 1/26/	101	General Fund \$171.40
130227	TimeSaver Off Site Sec.	M21099	Planning Commission 2/3/	101	General Fund \$171.40
130227	TimeSaver Off Site Sec.	M21098	Council Mtg - 2/2/15	101	General Fund \$194.70
130228	TranSignal	2129	Signs	101	General Fund \$390.00
130228	TranSignal	2126	Blades & Signs	101	General Fund \$1,110.74
130228	TranSignal	2134	Signs	101	General Fund \$591.86
130230	Uline	65208523	Supplies	101	General Fund \$227.49
130234	Vista Outdoor Sales LLC	INV00072643	Supplies - 380 Auto 95 GR	101	General Fund \$487.12
130234	Vista Outdoor Sales LLC	INV00070827	223 REM Nosler Blstc	101	General Fund \$4,590.81
130240	Zee Medical Service	54080420	First Aid Kit Supplies	101	General Fund \$26.30
130240	Zee Medical Service	54080420	First Aid Kit Supplies	101	General Fund \$26.30
Fund Total					\$61,543.76
130108	ACBC Food Shelf	02/23/2015	Donation - Round Up Progr	205	Round up for Chang \$5,000.00
130109	Alexandra House	02/23/2015	Donation - Round Up Progr	205	Round up for Chang \$2,300.00
130112	CEAP-EAST CHAMPLIN	02/23/2015	Donation - Round Up Progr	205	Round up for Chang \$1,029.00
130115	CROSS	02/23/2015	Donation - Round Up Progr	205	Round up for Chang \$4,113.00
130129	STEPPING STONE EMER	02/23/2015	Donation - Round Up Progr	205	Round up for Chang \$2,000.00
Fund Total					\$14,442.00
130180	Ferrellgas	1086254225	Propane	225	Cemetery \$187.14
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	225	Cemetery \$17.76

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
Fund Total					\$204.90
130175	ECM Publishers	185737	Slab Town St Bids	415	Road Improve \$118.25
130181	Finance & Commerce	742012044	Construction Bids	415	Road Improve \$109.86
Fund Total					\$228.11
130176	Electric Systems of Anoka	MO462	Castle Field Material	460	Park Improve \$673.61
Fund Total					\$673.61
130123	Kimley-Horn & Assoc, Inc	6450280	CRTV Pkg Facility - Jan 20	481	Redevelopment \$2,949.45
Fund Total					\$2,949.45
130121	Hakanson Anderson	34069	AM622 Ridgepoint Sewer/	485	Enterprise Park \$747.20
Fund Total					\$747.20
514	Comm of Revenue	January 2015	Sales & Use Tax	600	Electric \$34.58
514	Comm of Revenue	January 2015	Sales & Use Tax	600	Electric \$92,962.68
514	Comm of Revenue	January 2015	Sales & Use Tax	600	Electric \$12.30
514	Comm of Revenue	January 2015	Sales & Use Tax	600	Electric \$114.75
514	Comm of Revenue	January 2015	Sales & Use Tax	600	Electric \$101.45
514	Comm of Revenue	January 2015	Sales & Use Tax	600	Electric \$578.55
130111	Carr's Tree Service, Inc	87573	Tree Service - 1/12/2015	600	Electric \$4,576.59
130111	Carr's Tree Service, Inc	87650	Tree Service 1/26/2015	600	Electric \$4,477.89
130111	Carr's Tree Service, Inc	87588	Tree Service - Week of 1/1	600	Electric \$4,589.08
130111	Carr's Tree Service, Inc	87572	Tree Service - Week of 1/1	600	Electric \$2,752.39
130111	Carr's Tree Service, Inc	87651	Tree Service 1/26/2015	600	Electric \$1,812.66
130113	CenturyLink	7634211903-2/10	Communications	600	Electric \$9.89
130114	Comcast	0231037-2/5/15	Internet	600	Electric \$15.62
130127	Menard Cashway Lumber	77757	Supplies	600	Electric \$7.98
130127	Menard Cashway Lumber	77864	Supplies - staples	600	Electric \$6.44
130140	Anoka Co - ES	IN0014382	Hazardous Waste License	600	Electric \$34.00
130157	Center Point Energy	8000014151-7-02	Gas Utility - Jan 2015	600	Electric \$2,624.15
130159	Cintas	470533977	Uniforms	600	Electric \$116.53
130159	Cintas	470537278	Uniforms	600	Electric \$119.33
130159	Cintas	470530676	Uniforms	600	Electric \$116.53
130162	City of Champlin	10311860001-2/3	Stormwater/Lights Jan 201	600	Electric \$82.34
130167	Cottens Automotive	099299	Glass Cleaner	600	Electric \$10.08
130167	Cottens Automotive	098052	Battery	600	Electric \$77.19

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
130168	Crabtree Companies Inc.	130166	Contract - January 2015	600	Electric	\$15.24
130168	Crabtree Companies Inc.	130166	Contract - January 2015	600	Electric	\$9.17
130179	Fastenal Company	MNTC8124638	Parts - Hitch Pins	600	Electric	\$27.74
130182	First-Shred	138322	1 Executive Bin	600	Electric	\$31.80
130188	Interstate Disposal	6280	Hauling/Disposal 2/2/15	600	Electric	\$406.56
130188	Interstate Disposal	6306	Hauling/Disposal 2/9/15	600	Electric	\$296.56
130194	Lehmann's Repair	184985	Chain Sharpen	600	Electric	\$6.00
130194	Lehmann's Repair	184976	Parts	600	Electric	\$136.10
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	600	Electric	\$277.43
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	600	Electric	\$59.04
130198	Menard Cashway Lumber	78922	Supplies	600	Electric	\$35.28
130198	Menard Cashway Lumber	78421	Parts/Supplies - Wire	600	Electric	\$337.47
130202	MN Office of Enterprise Tec	W15010652	State Phones	600	Electric	\$592.53
130202	MN Office of Enterprise Tec	W15010652	State Phones	600	Electric	\$18.52
130202	MN Office of Enterprise Tec	W15010652	State Phones	600	Electric	\$74.07
130209	Olsen Chain & Cable	553938	Splice New Eye	600	Electric	\$120.00
130210	Open Systems International	ANOK1R-REN-0	MySQL Subscr 02/2015-02	600	Electric	\$1,799.70
130219	S & T Office Products, Inc.	01QV1225	Perfed Paper	600	Electric	\$45.50
130231	UPS Freight	00007AF825065	UPS Freight	600	Electric	\$5.60
130232	USIC Locating Services, In	112754	Service - Jan 2015	600	Electric	\$555.17
130236	Wesco	703275	Harness	600	Electric	\$102.84
130236	Wesco	703960	Supplies	600	Electric	\$1,897.38
130236	Wesco	702177	Supplies/Parts	600	Electric	\$2.61
130236	Wesco	702177	Supplies/Parts	600	Electric	\$38.00
130236	Wesco	702176	Fiberglass Poles	600	Electric	\$4,091.18
130240	Zee Medical Service	54080420	First Aid Kit Supplies	600	Electric	\$26.30
Fund Total						\$126,240.79
130113	CenturyLink	7634211903-2/10	Communications	601	Water	\$9.89
130114	Comcast	0231037-2/5/15	Internet	601	Water	\$15.63
130131	USIC Locating Services, In	112773	Locating Svd - Jan 2015	601	Water	\$244.00
130157	Center Point Energy	8000014151-7-02	Gas Utility - Jan 2015	601	Water	\$3,187.32
130159	Cintas	470533979	Uniforms	601	Water	\$93.03
130167	Cottens Automotive	098110	Filters	601	Water	\$34.32

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
130171	Dakota Supply Group	B100280	Radio HH w/charger	601	Water	\$745.00
130175	ECM Publishers	186339	Personnel Ad - Sewer/Wate	601	Water	\$291.60
130186	Hawkins Water Treatment	3693644	Supplies	601	Water	\$2,358.69
130187	Hirshfield's Inc	22062405	Filters	601	Water	\$8.59
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	601	Water	\$63.73
130198	Menard Cashway Lumber	78131	Supplies	601	Water	\$78.41
130198	Menard Cashway Lumber	78405	Supplies	601	Water	\$45.97
130198	Menard Cashway Lumber	78391	Supplies	601	Water	\$280.80
130200	Metro General Services	20941	1900 6th Ave	601	Water	\$3,860.00
130200	Metro General Services	20940	1908 6th Ave	601	Water	\$2,500.00
130202	MN Office of Enterprise Tec	W15010652	State Phones	601	Water	\$18.52
130220	Short Elliott Hendrickson In	293676	Wells 1 and 2	601	Water	\$3,026.23
130235	Water Laboratories Inc	15B-062	Coliform Bacteria Testing	601	Water	\$30.00
Fund Total						\$16,891.73
130113	CenturyLink	7634211903-2/10	Communications	602	Sewer Treatment	\$9.89
130114	Comcast	0231037-2/5/15	Internet	602	Sewer Treatment	\$15.63
130120	Grainger	9654435206	Suuplies - Disposable Glov	602	Sewer Treatment	\$92.64
130121	Hakanson Anderson	34070	AN623 7th Ave Lift Station	602	Sewer Treatment	\$3,650.62
130128	MN Department of Motor V	2/17/15	Tax/Registration #15-02	602	Sewer Treatment	\$2,206.16
130131	USIC Locating Services, In	112773	Locating Svd - Jan 2015	602	Sewer Treatment	\$244.00
130157	Center Point Energy	8000014151-7-02	Gas Utility - Jan 2015	602	Sewer Treatment	\$491.51
130159	Cintas	470537280	Uniforms	602	Sewer Treatment	\$93.03
130175	ECM Publishers	186339	Personnel Ad - Sewer/Wate	602	Sewer Treatment	\$291.60
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	602	Sewer Treatment	\$28.89
130197	Main Motors Sales	72434	V #15-02 2015 Silverado	602	Sewer Treatment	\$33,409.00
130198	Menard Cashway Lumber	79110	Supplies	602	Sewer Treatment	\$11.49
130199	Metro Council Environment	1040426	Metro Council Environment	602	Sewer Treatment	\$103,836.75
130202	MN Office of Enterprise Tec	W15010652	State Phones	602	Sewer Treatment	\$18.52
130203	MN Pollution Control Agenc	B5393 2/3/2015	Wastewater Cert Renewal	602	Sewer Treatment	\$23.00
130240	Zee Medical Service	54080420	First Aid Kit Supplies	602	Sewer Treatment	\$12.20
Fund Total						\$144,434.93
130196	LRRWMO	334	Annual Dues for 2015	603	Storm Water	\$17,473.00
Fund Total						\$17,473.00

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
514	Comm of Revenue	January 2015	Sales & Use Tax	609	Liquor Stores	\$28,686.68
514	Comm of Revenue	January 2015	Sales & Use Tax	609	Liquor Stores	\$0.72
130113	CenturyLink	7634213070-2/10	Communications	609	Liquor Stores	\$65.93
130116	Dex Media East LLC	110095305-2/8/1	NW Suburban Yellow Pgs	609	Liquor Stores	\$32.00
130117	ECM Publishers	187481	Better Value Flyers	609	Liquor Stores	\$8.02
130117	ECM Publishers	187481	Better Value Flyers	609	Liquor Stores	\$8.01
130136	American Bottling Compan	2449813340	Merchandise for Resale	609	Liquor Stores	\$110.00
130147	Aramark	629-8169399	Mats/Misc Supplies	609	Liquor Stores	\$51.90
130147	Aramark	629-8169839	Mats/Misc Supplies	609	Liquor Stores	\$40.92
130148	Arctic Glacier Ice	438504403	Merchandise for Resale	609	Liquor Stores	\$100.80
130151	Bellboy Corporation	46905900	Merchandise for Resale	609	Liquor Stores	\$96.00
130151	Bellboy Corporation	46994400	Merchandise for Resale	609	Liquor Stores	\$761.80
130151	Bellboy Corporation	46994400	Merchandise for Resale	609	Liquor Stores	\$17.05
130151	Bellboy Corporation	91542200	Merchandise for Resale	609	Liquor Stores	\$68.00
130151	Bellboy Corporation	46994300	Merchandise for Resale	609	Liquor Stores	\$23.25
130151	Bellboy Corporation	46905900	Merchandise for Resale	609	Liquor Stores	\$41.90
130151	Bellboy Corporation	91542600	Merchandise for Resale	609	Liquor Stores	\$40.00
130151	Bellboy Corporation	46994300	Merchandise for Resale	609	Liquor Stores	\$1,163.10
130151	Bellboy Corporation	46905900	Merchandise for Resale	609	Liquor Stores	\$4.65
130151	Bellboy Corporation	46902100	Merchandise for Resale	609	Liquor Stores	\$195.00
130151	Bellboy Corporation	46994300	Merchandise for Resale	609	Liquor Stores	\$41.90
130151	Bellboy Corporation	46902000	Merchandise for Resale	609	Liquor Stores	\$7.75
130151	Bellboy Corporation	46902000	Merchandise for Resale	609	Liquor Stores	\$550.75
130151	Bellboy Corporation	91575300	Merchandise for Resale	609	Liquor Stores	\$84.00
130151	Bellboy Corporation	46902100	Merchandise for Resale	609	Liquor Stores	\$1.55
130153	Bernick's	197263	Merchandise for Resale	609	Liquor Stores	\$77.20
130153	Bernick's	197260	Merchandise for Resale	609	Liquor Stores	\$63.80
130153	Bernick's	197259	Merchandise for Resale	609	Liquor Stores	\$84.40
130155	Bourget Imports	124694	Merchandise for Resale	609	Liquor Stores	\$5.00
130155	Bourget Imports	124694	Merchandise for Resale	609	Liquor Stores	\$114.43
130157	Center Point Energy	8000014151-7-02	Gas Utility - Jan 2015	609	Liquor Stores	\$311.07
130157	Center Point Energy	8000014151-7-02	Gas Utility - Jan 2015	609	Liquor Stores	\$539.94
130158	CenturyLink	7634271821	Communications	609	Liquor Stores	\$63.90

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
130164	Coca-Cola Bottling Compan	0178005113	Merchandise for Resale	609	Liquor Stores	\$216.32
130164	Coca-Cola Bottling Compan	0168094113	Merchandise for Resale	609	Liquor Stores	\$261.08
130165	Comcast	0231342-02/13/1	Internet	609	Liquor Stores	\$78.72
130169	Dahlheimer Dist Company I	104746	Merchandise for Resale	609	Liquor Stores	\$42.00
130169	Dahlheimer Dist Company I	1146213	Merchandise for Resale	609	Liquor Stores	\$16.30
130169	Dahlheimer Dist Company I	1146210	Merchandise for Resale	609	Liquor Stores	\$42.00
130169	Dahlheimer Dist Company I	1146210	Merchandise for Resale	609	Liquor Stores	\$6,185.55
130169	Dahlheimer Dist Company I	1146203	Merchandise for Resale	609	Liquor Stores	\$108.20
130169	Dahlheimer Dist Company I	1146200	Merchandise for Resale	609	Liquor Stores	\$153.95
130169	Dahlheimer Dist Company I	1146200	Merchandise for Resale	609	Liquor Stores	\$8,255.57
130169	Dahlheimer Dist Company I	1143333	Merchandise for Resale	609	Liquor Stores	\$4,393.40
130169	Dahlheimer Dist Company I	1082960	Merchandise for Resale	609	Liquor Stores	\$67.20
130169	Dahlheimer Dist Company I	1082960	Merchandise for Resale	609	Liquor Stores	\$2,568.65
130169	Dahlheimer Dist Company I	105143	Merchandise for Resale	609	Liquor Stores	\$27.00
130169	Dahlheimer Dist Company I	104935	Merchandise for Resale	609	Liquor Stores	\$48.00
130169	Dahlheimer Dist Company I	105289	Merchandise for Resale	609	Liquor Stores	\$48.00
130169	Dahlheimer Dist Company I	104746	Merchandise for Resale	609	Liquor Stores	\$80.00
130169	Dahlheimer Dist Company I	104692	Merchandise for Resale	609	Liquor Stores	\$45.60
130169	Dahlheimer Dist Company I	104658	Merchandise for Resale	609	Liquor Stores	\$93.60
130169	Dahlheimer Dist Company I	104513	Merchandise for Resale	609	Liquor Stores	\$31.90
130169	Dahlheimer Dist Company I	104511	Merchandise for Resale	609	Liquor Stores	\$15.90
130169	Dahlheimer Dist Company I	104273	Merchandise for Resale	609	Liquor Stores	\$49.00
130169	Dahlheimer Dist Company I	1146215 CM	Merchandise for Resale	609	Liquor Stores	(\$37.55)
130169	Dahlheimer Dist Company I	1146204 CM	Merchandise for Resale	609	Liquor Stores	(\$154.40)
130169	Dahlheimer Dist Company I	1143342 CM	Merchandise for Resale	609	Liquor Stores	(\$32.00)
130169	Dahlheimer Dist Company I	105294	Merchandise for Resale	609	Liquor Stores	(\$50.40)
130169	Dahlheimer Dist Company I	104867 CM	Merchandise for Resale	609	Liquor Stores	(\$72.00)
130169	Dahlheimer Dist Company I	104936	Merchandise for Resale	609	Liquor Stores	\$48.00
130169	Dahlheimer Dist Company I	105030	Merchandise for Resale	609	Liquor Stores	\$83.20
130169	Dahlheimer Dist Company I	104444 CM	Merchandise for Resale	609	Liquor Stores	(\$172.00)
130172	Day Distributing Company	790361	Merchandise for Resale	609	Liquor Stores	\$1,001.45
130172	Day Distributing Company	789564	Merchandise for Resale	609	Liquor Stores	\$2,979.90
130172	Day Distributing Company	790359	Merchandise for Resale	609	Liquor Stores	\$641.65

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
130172	Day Distributing Company	789572	Merchandise for Resale	609	Liquor Stores	\$683.25
130175	ECM Publishers	189388	Better Value Flyers	609	Liquor Stores	\$8.01
130175	ECM Publishers	186338	Better Value Liquor	609	Liquor Stores	\$244.13
130175	ECM Publishers	186338	Better Value Liquor	609	Liquor Stores	\$244.12
130175	ECM Publishers	189388	Better Value Flyers	609	Liquor Stores	\$8.02
130178	Extreme Beverage	342-451	Merchandise for Resale	609	Liquor Stores	\$139.60
130184	Goose Lake Farm and Win	487441	Merchandise for Resale	609	Liquor Stores	\$432.00
130185	Granite City Jobbing Co.	845966	Merchandise for Resale	609	Liquor Stores	\$105.04
130185	Granite City Jobbing Co.	845965	Merchandise for Resale	609	Liquor Stores	\$68.80
130185	Granite City Jobbing Co.	845967	Merchandise for Resale	609	Liquor Stores	\$137.60
130185	Granite City Jobbing Co.	846755	Merchandise for Resale	609	Liquor Stores	\$46.74
130185	Granite City Jobbing Co.	845966	Merchandise for Resale	609	Liquor Stores	\$1,296.67
130185	Granite City Jobbing Co.	846755	Merchandise for Resale	609	Liquor Stores	\$1,130.64
130189	J.J. Taylor Distributing Co o	2307051	Merchandise for Resale	609	Liquor Stores	\$504.00
130189	J.J. Taylor Distributing Co o	2305554	Merchandise for Resale	609	Liquor Stores	\$3.00
130189	J.J. Taylor Distributing Co o	2305554	Merchandise for Resale	609	Liquor Stores	\$257.75
130189	J.J. Taylor Distributing Co o	2307051	Merchandise for Resale	609	Liquor Stores	\$3.00
130190	Johnson Bros Wholesale Li	5092599	Merchandise for Resale	609	Liquor Stores	\$2,245.40
130190	Johnson Bros Wholesale Li	5092595	Merchandise for Resale	609	Liquor Stores	\$92.50
130190	Johnson Bros Wholesale Li	514757 CM	Merchandise for Resale	609	Liquor Stores	(\$14.75)
130190	Johnson Bros Wholesale Li	5092594	Merchandise for Resale	609	Liquor Stores	\$2,558.85
130190	Johnson Bros Wholesale Li	5087485	Merchandise for Resale	609	Liquor Stores	\$1,716.30
130190	Johnson Bros Wholesale Li	5092600	Merchandise for Resale	609	Liquor Stores	\$471.61
130190	Johnson Bros Wholesale Li	5092593	Merchandise for Resale	609	Liquor Stores	\$1,276.00
130190	Johnson Bros Wholesale Li	5087492	Merchandise for Resale	609	Liquor Stores	\$2,920.80
130190	Johnson Bros Wholesale Li	5087493	Merchandise for Resale	609	Liquor Stores	\$6,156.30
130190	Johnson Bros Wholesale Li	5087487	Merchandise for Resale	609	Liquor Stores	\$30.25
130190	Johnson Bros Wholesale Li	5092598	Merchandise for Resale	609	Liquor Stores	\$3,652.00
130190	Johnson Bros Wholesale Li	5092597	Merchandise for Resale	609	Liquor Stores	\$653.59
130190	Johnson Bros Wholesale Li	5092596	Merchandise for Resale	609	Liquor Stores	\$85.30
130190	Johnson Bros Wholesale Li	5087491	Merchandise for Resale	609	Liquor Stores	\$4,421.80
130190	Johnson Bros Wholesale Li	5087486	Merchandise for Resale	609	Liquor Stores	\$4,096.35
130190	Johnson Bros Wholesale Li	5087489	Merchandise for Resale	609	Liquor Stores	\$99.06

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Check #	Vendor Alpha Name	Invoice #	Description	Fund	Amount
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	609	Liquor Stores \$39.84
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	609	Liquor Stores \$32.89
130202	MN Office of Enterprise Tec	W15010652	State Phones	609	Liquor Stores \$62.67
130202	MN Office of Enterprise Tec	W15010652	State Phones	609	Liquor Stores \$62.67
130208	OfficeMax Incorporated	199490	Supplies	609	Liquor Stores \$62.03
130208	OfficeMax Incorporated	016367	Supplies	609	Liquor Stores \$8.82
130211	Paustis & Sons	8487429-IN	Merchandise for Resale	609	Liquor Stores \$584.97
130211	Paustis & Sons	8487429-IN	Merchandise for Resale	609	Liquor Stores \$21.25
130211	Paustis & Sons	8487433-IN	Merchandise for Resale	609	Liquor Stores \$584.97
130211	Paustis & Sons	8487433-IN	Merchandise for Resale	609	Liquor Stores \$21.25
130212	Pepsi Cola	46565790	Merchandise for Resale	609	Liquor Stores \$93.45
130212	Pepsi Cola	45077382	Merchandise for Resale	609	Liquor Stores \$82.50
130214	Phillips Wine & Spirits	2738851	Merchandise for Resale	609	Liquor Stores \$152.60
130214	Phillips Wine & Spirits	2742361	Merchandise for Resale	609	Liquor Stores \$46.50
130214	Phillips Wine & Spirits	2738852	Merchandise for Resale	609	Liquor Stores \$1,061.23
130214	Phillips Wine & Spirits	2738853	Merchandise for Resale	609	Liquor Stores \$105.50
130214	Phillips Wine & Spirits	2738854	Merchandise for Resale	609	Liquor Stores \$760.00
130214	Phillips Wine & Spirits	2742359	Merchandise for Resale	609	Liquor Stores \$235.00
130214	Phillips Wine & Spirits	2742362	Merchandise for Resale	609	Liquor Stores \$1,402.00
130214	Phillips Wine & Spirits	2742360	Merchandise for Resale	609	Liquor Stores \$1,216.00
130218	RJM Distributing Inc.	IND006270	Merchandise for Resale	609	Liquor Stores \$24.00
130218	RJM Distributing Inc.	IND006270	Merchandise for Resale	609	Liquor Stores \$53.97
130221	Southern Wine & Spirits of	1255012	Merchandise for Resale	609	Liquor Stores \$248.00
130221	Southern Wine & Spirits of	1252657	Merchandise for Resale	609	Liquor Stores \$148.00
130221	Southern Wine & Spirits of	1252656	Merchandise for Resale	609	Liquor Stores \$2,386.47
130221	Southern Wine & Spirits of	1252658	Merchandise for Resale	609	Liquor Stores \$636.00
130221	Southern Wine & Spirits of	1255013	Merchandise for Resale	609	Liquor Stores \$170.91
130221	Southern Wine & Spirits of	0014453 CM	Merchandise for Resale	609	Liquor Stores (\$576.00)
130221	Southern Wine & Spirits of	1255009	Merchandise for Resale	609	Liquor Stores \$1,314.15
130221	Southern Wine & Spirits of	1255008	Merchandise for Resale	609	Liquor Stores \$362.00
130221	Southern Wine & Spirits of	1252660	Merchandise for Resale	609	Liquor Stores \$1,701.05
130221	Southern Wine & Spirits of	1252655	Merchandise for Resale	609	Liquor Stores \$1,041.90
130221	Southern Wine & Spirits of	1252654	Merchandise for Resale	609	Liquor Stores \$756.00

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
130221	Southern Wine & Spirits of	1252653	Merchandise for Resale	609	Liquor Stores	\$84.00
130221	Southern Wine & Spirits of	1252659	Merchandise for Resale	609	Liquor Stores	\$959.20
130225	The Wine Company	385134-00	Merchandise for Resale	609	Liquor Stores	\$208.00
130225	The Wine Company	385134-00	Merchandise for Resale	609	Liquor Stores	\$4.20
130225	The Wine Company	384707-00	Merchandise for Resale	609	Liquor Stores	\$88.00
130225	The Wine Company	384565-00	Merchandise for Resale	609	Liquor Stores	\$8.25
130225	The Wine Company	384565-00	Merchandise for Resale	609	Liquor Stores	\$666.00
130226	Thorpe Dist. Company	875303	Merchandise for Resale	609	Liquor Stores	\$2,692.33
130226	Thorpe Dist. Company	00716378	Merchandise for Resale	609	Liquor Stores	(\$50.00)
130226	Thorpe Dist. Company	00716436 CM	Merchandise for Resale	609	Liquor Stores	(\$56.10)
130226	Thorpe Dist. Company	00716445 CM	Merchandise for Resale	609	Liquor Stores	(\$45.62)
130226	Thorpe Dist. Company	319941 CM	Merchandise for Resale	609	Liquor Stores	(\$281.60)
130226	Thorpe Dist. Company	319942	Merchandise for Resale	609	Liquor Stores	\$14.00
130226	Thorpe Dist. Company	875304	Merchandise for Resale	609	Liquor Stores	\$14.75
130226	Thorpe Dist. Company	875305	Merchandise for Resale	609	Liquor Stores	\$2,113.58
130226	Thorpe Dist. Company	876646	Merchandise for Resale	609	Liquor Stores	\$4,178.20
130226	Thorpe Dist. Company	876648	Merchandise for Resale	609	Liquor Stores	\$34.00
130226	Thorpe Dist. Company	876649	Merchandise for Resale	609	Liquor Stores	\$4,884.15
130237	Wine Merchants	7017956	Merchandise for Resale	609	Liquor Stores	\$739.00
130238	Wirtz Beverage MN	1080285578	Merchandise for Resale	609	Liquor Stores	\$2,764.15
130238	Wirtz Beverage MN	1080285579	Merchandise for Resale	609	Liquor Stores	\$80.00
130238	Wirtz Beverage MN	1080285363	Merchandise for Resale	609	Liquor Stores	\$5,226.65
130238	Wirtz Beverage MN	1080288419	Merchandise for Resale	609	Liquor Stores	\$1,039.36
130238	Wirtz Beverage MN	1080288509	Merchandise for Resale	609	Liquor Stores	\$1,321.86
130238	Wirtz Beverage MN	1080288510	Merchandise for Resale	609	Liquor Stores	\$784.45
130238	Wirtz Beverage MN	1080288420	Merchandise for Resale	609	Liquor Stores	\$627.62
Fund Total						\$139,299.96
514	Comm of Revenue	January 2015	Sales & Use Tax	614	Golf	\$3,684.37
514	Comm of Revenue	January 2015	Sales & Use Tax	614	Golf	\$7.86
514	Comm of Revenue	January 2015	Sales & Use Tax	614	Golf	\$6.87
514	Comm of Revenue	January 2015	Sales & Use Tax	614	Golf	\$7.29
514	Comm of Revenue	January 2015	Sales & Use Tax	614	Golf	\$8.28
130157	Center Point Energy	8000014151-7-02	Gas Utility - Jan 2015	614	Golf	\$611.16

Bill List for March 2, 2015

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
130157	Center Point Energy	8000014151-7-02	Gas Utility - Jan 2015	614	Golf	\$445.72
130158	CenturyLink	7633233651-02/1	Communications	614	Golf	\$8.90
130158	CenturyLink	7633230326-2/13	Communications	614	Golf	\$19.75
130159	Cintas	470533988	Uniforms	614	Golf	\$17.38
130165	Comcast	0226193-02/15/1	Cable / Internet	614	Golf	\$24.90
130167	Cottens Automotive	099352	Parts - Battery Cable Lug	614	Golf	\$60.50
130167	Cottens Automotive	099817	Supplies	614	Golf	\$28.81
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	614	Golf	\$64.36
130202	MN Office of Enterprise Tec	W15010652	State Phones	614	Golf	\$3.70
130202	MN Office of Enterprise Tec	W15010652	State Phones	614	Golf	\$61.73
130229	TurfNet	325985	Renew Golf Course Superin	614	Golf	\$195.00
130233	Vision Perfect Software, Inc	9503	Viper License & Support Fe	614	Golf	\$690.00
Fund Total						\$5,946.58
514	Comm of Revenue	January 2015	Sales & Use Tax	616	Refuse	\$914.56
Fund Total						\$914.56
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	617	Recycling	\$16.96
Fund Total						\$16.96
130113	CenturyLink	7634211903-2/10	Communications	701	Vehicle Maintenance	\$9.89
130114	Comcast	0231037-2/5/15	Internet	701	Vehicle Maintenance	\$15.63
130122	Heritage Crystal Clean, LL	13299302	Com-20 Gal & Install	701	Vehicle Maintenance	\$207.47
130127	Menard Cashway Lumber	72489	Supplies / Parts	701	Vehicle Maintenance	\$39.29
130137	American Tire Distributors	S056603317	Unit 415	701	Vehicle Maintenance	\$251.82
130140	Anoka Co - ES	IN0014382	Hazardous Waste License	701	Vehicle Maintenance	\$33.00
130157	Center Point Energy	8000014151-7-02	Gas Utility - Jan 2015	701	Vehicle Maintenance	\$737.27
130159	Cintas	470537282	Mats / Shop Twls	701	Vehicle Maintenance	\$103.63
130159	Cintas	470537283	Boot	701	Vehicle Maintenance	\$166.94
130159	Cintas	470533981	Mats / Shop Twls	701	Vehicle Maintenance	\$103.63
130173	Dehn Oil Company Inc	25059613	Diesel	701	Vehicle Maintenance	\$4,359.84
130173	Dehn Oil Company Inc	25059612	Gasolhol	701	Vehicle Maintenance	\$11,339.05
130174	East Main Auto & Tire	28263	Service / Maintenance #41	701	Vehicle Maintenance	\$531.06
130174	East Main Auto & Tire	28305	Maint - Unit 415	701	Vehicle Maintenance	\$147.54
130174	East Main Auto & Tire	28202	Repair - #412	701	Vehicle Maintenance	\$655.19
130174	East Main Auto & Tire	28254	Maint - Unit 401	701	Vehicle Maintenance	\$39.57

Bill List for March 2, 2015

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Check #	Vendor Alpha Name	Invoice #	Description	Fund		Amount
130177	Emergency Automotive	DL020615-25	Siren/Light Control Box	701	Vehicle Maintenance	\$413.00
130179	Fastenal Company	MNTC8124698	Parts / Supplies	701	Vehicle Maintenance	\$17.46
130183	FleetPride	66584572	Parts	701	Vehicle Maintenance	\$457.71
130183	FleetPride	66577912	Parts - Dryer Cartridge	701	Vehicle Maintenance	\$78.58
130192	Kremer Services, LLC	36279	Maint & Repair	701	Vehicle Maintenance	\$19,256.83
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	701	Vehicle Maintenance	\$37.10
130198	Menard Cashway Lumber	78230	Supplies	701	Vehicle Maintenance	\$93.13
130204	Momar Incorporated	A21660	Supplies - Whistle Aero	701	Vehicle Maintenance	\$129.59
130207	Northern Safety Technolog	38054	Supplies	701	Vehicle Maintenance	\$148.44
130216	Quality Forklift Inc.	T60073	Service	701	Vehicle Maintenance	\$104.53
130216	Quality Forklift Inc.	T60074	Service - 2/3/15	701	Vehicle Maintenance	\$104.53
Fund Total						\$39,581.72
130135	Achieve Services, Inc.	8910	On Site Labor - Gary Houd	702	IT	\$648.00
130145	Anoka Co Treasury Dept	B150206A	Broadband	702	IT	\$300.00
130163	City of Roseville	0219926	IT Services - Feb 2015	702	IT	\$10,051.75
130168	Crabtree Companies Inc.	130166	Contract - January 2015	702	IT	\$36.44
130168	Crabtree Companies Inc.	130166	Contract - January 2015	702	IT	\$45.59
130168	Crabtree Companies Inc.	130166	Contract - January 2015	702	IT	\$57.60
130168	Crabtree Companies Inc.	130166	Contract - January 2015	702	IT	\$23.88
130168	Crabtree Companies Inc.	130166	Contract - January 2015	702	IT	\$6.51
Fund Total						\$11,169.77
130239	Youth First	02/12/2015	Yourth First Checkbook	801	Youth First	\$53.94
130239	Youth First	02/12/2015	Yourth First Checkbook	801	Youth First	\$22.50
130239	Youth First	02/12/2015	Yourth First Checkbook	801	Youth First	\$16.00
130239	Youth First	02/12/2015	Yourth First Checkbook	801	Youth First	\$339.50
130239	Youth First	02/12/2015	Yourth First Checkbook	801	Youth First	\$339.50
130239	Youth First	02/12/2015	Yourth First Checkbook	801	Youth First	\$107.13
130239	Youth First	02/12/2015	Yourth First Checkbook	801	Youth First	\$19.60
130239	Youth First	02/12/2015	Yourth First Checkbook	801	Youth First	\$16.00
Fund Total						\$914.17
130144	Anoka Co Historical Soc	44	NRHP Sign Project	804	Escrow Funds	\$1,650.00
Fund Total						\$1,650.00
130132	Verizon Wireless	9740305498	Auto Theft Grant	806	Drug Task Force	\$128.63

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>	<i>Amount</i>
<i>Fund Total</i>					\$128.63
130126	Main Floral LTD	15026	Fresh Arrng - Elvig	830 HRA	\$100.00
130195	LIFE INSURANCE COMPA	SGD603645 2/1/	LTD Ins February 2015	830 HRA	\$17.84
130227	TimeSaver Off Site Sec.	M21100	HRA Mtg 2/9/15	830 HRA	\$133.00
<i>Fund Total</i>					\$250.84
130093	Delta Dental		Insurance		3932.30
130094	Sun Life Financial		Insurance		517.26
	Misc		Utility Refunds		894.36
Grand Total					\$591,046.59

**Paid Bill List for Ratification
Bill List for March 2, 2015**

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
130065	Anoka Area Chamber Com	ACBPP4 2015	chamber bucks	101	General Fund	\$1,047.50
130066	City of Anoka	UNIPP4 2015	Uniform Reimbursement	101	General Fund	\$34.77
130067	HENNINGSON& SNOXELL	GARPP4 2015	Wage Levy	101	General Fund	\$725.40
130068	Border Line's	10029051	Plow Alley 11/10/14 - 11/1	101	General Fund	\$415.00
130068	Border Line's	10029111	Plow Alley 12/16/14	101	General Fund	\$75.00
130068	Border Line's	10029134	Plow Alley 12/27/2014	101	General Fund	\$160.00
130068	Border Line's	10029187	Plow Alley 1/6/15 - 1/9/15	101	General Fund	\$225.00
130070	Central Lake Armor Expres	0069867-IN	K9 Supplies	101	General Fund	\$983.37
130071	Connexus Energy	171141-1/26/15	Street Lights	101	General Fund	\$12.28
130071	Connexus Energy	202884-1/26/15	Street Lights	101	General Fund	\$37.19
130071	Connexus Energy	171140-1/26/15	Street Lights	101	General Fund	\$78.90
130075	Fastenal Company	MNTC8109355	Hose Reel	101	General Fund	\$196.31
130077	G.L. Berg Entertainment	02/24/2015	Deposit for Entertainment	101	General Fund	\$120.00
130078	Hakanson Anderson	34065	AN376 Dec 2014	101	General Fund	\$1,779.78
130079	IDC Automatic	D285571-IN	Svc - Ambulance Door	101	General Fund	\$280.22
130081	League of MN Cities	212890	Stormwater Coalition Contri	101	General Fund	\$760.00
130086	TimeSaver Off Site Sec.	M21059	City Council Meeting 1/20/	101	General Fund	\$351.60
130087	U.S. Bank	3184A	GTS Educational	101	General Fund	\$325.00
130087	U.S. Bank	1002	U of M BBE Erosion	101	General Fund	\$115.00
130087	U.S. Bank	2104	Mills Fleet Farm	101	General Fund	\$98.62
130087	U.S. Bank	9127	Walmart	101	General Fund	\$28.12
130087	U.S. Bank	4263	GTS Educational	101	General Fund	\$325.00
130087	U.S. Bank	5808	Target	101	General Fund	\$47.15
130087	U.S. Bank	4064	Optic Planet	101	General Fund	\$43.89
130087	U.S. Bank	0139	Martel Electronics	101	General Fund	\$312.17
130087	U.S. Bank	8012	Office Max	101	General Fund	\$24.20
130087	U.S. Bank	3198	DNR	101	General Fund	\$224.74
130087	U.S. Bank	0720	Oriental Trading	101	General Fund	\$165.51
130087	U.S. Bank	8606	ISD 15 Comm Ed	101	General Fund	\$225.00
130087	U.S. Bank	4253	Lake Elmo	101	General Fund	\$236.38
130087	U.S. Bank	3214	DNR	101	General Fund	\$202.15
130087	U.S. Bank	4282 CM	Lake Elmo Credit	101	General Fund	(\$221.78)
130087	U.S. Bank	260	Party City	101	General Fund	\$21.32

**Paid Bill List for Ratification
Bill List for March 2, 2015**

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
130092	Wright Tire Service	19942	Parks #389	101	General Fund	\$117.82
						\$9,572.61
<i>Fund Total</i>						
130065	Anoka Area Chamber Com	ACBPP4 2015	chamber bucks	225	Cemetery	\$4.52
130078	Hakanson Anderson	34058	AN197 - Apr-Dec 2014	225	Cemetery	\$2,719.95
						\$2,724.47
<i>Fund Total</i>						
130065	Anoka Area Chamber Com	ACBPP4 2015	chamber bucks	260	Parking	\$60.55
						\$60.55
<i>Fund Total</i>						
130078	Hakanson Anderson	34060	AN365 CSAH 116/Castle Fi	415	Road Improve	\$2,104.25
130078	Hakanson Anderson	34061	AN366 Street Renewal De	415	Road Improve	\$1,724.13
130078	Hakanson Anderson	34064	AN375 - Dec 2014	415	Road Improve	\$1,853.43
130078	Hakanson Anderson	34094	AN367 Dec 2014	415	Road Improve	\$27,288.92
130078	Hakanson Anderson	34063	AN370 Dec 2014	415	Road Improve	\$627.80
						\$33,598.53
<i>Fund Total</i>						
130078	Hakanson Anderson	34065	AN376 Dec 2014	450	Park Projects	\$1,692.35
						\$1,692.35
<i>Fund Total</i>						
130078	Hakanson Anderson	34059	AN364 Garfield Substation	481	Redevelopment	\$22,427.85
						\$22,427.85
<i>Fund Total</i>						
130078	Hakanson Anderson	34065	AN376 Dec 2014	485	Enterprise Park	\$2,772.72
						\$2,772.72
<i>Fund Total</i>						
130065	Anoka Area Chamber Com	ACBPP4 2015	chamber bucks	600	Electric	\$250.00
130075	Fastenal Company	MNTC8124348	Parts	600	Electric	\$94.38
130078	Hakanson Anderson	33997	AN369 Electrical Conduit	600	Electric	\$166.20
130080	Interstate Disposal	6232	Hauling 1/15/2015	600	Electric	\$386.56
130082	Menard Cashway Lumber	77147	Parts	600	Electric	\$13.96
130082	Menard Cashway Lumber	77201	Supplies	600	Electric	\$14.89
130084	RI-TEC	0102552-IN	Supplies	600	Electric	\$316.40
130087	U.S. Bank	3522	Dept of Labor	600	Electric	\$118.80
130087	U.S. Bank	3472	Fed Ex	600	Electric	\$305.93
130087	U.S. Bank	2416	AED Brands	600	Electric	\$112.00
130091	Wesco	694148	Splice Kit	600	Electric	\$217.50
130091	Wesco	694148	Splice Kit	600	Electric	\$14.95
						\$2,011.57
<i>Fund Total</i>						
130072	Cottens Automotive	096442	Supplies - Oil	601	Water	\$95.88

**Paid Bill List for Ratification
Bill List for March 2, 2015**

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<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>		<i>Amount</i>
130076	Ferguson Waterworks	CM011284	Supplies - Defective Clmps	601	Water	(\$570.62)
130076	Ferguson Waterworks	0123558	Supplies	601	Water	\$561.83
130076	Ferguson Waterworks	0125122	Supplies	601	Water	\$715.04
130082	Menard Cashway Lumber	77139	Supplies - Acetone	601	Water	\$37.32
130082	Menard Cashway Lumber	77124	Suuplies - Paintthinner	601	Water	\$34.25
130082	Menard Cashway Lumber	77078	Supplies/Parts	601	Water	\$38.28
130087	U.S. Bank	7946	MN Rural Water	601	Water	\$225.00
130087	U.S. Bank	8307	MN Rural Water	601	Water	\$225.00
130090	Verizon Wireless	9739897940	Communications	601	Water	\$70.02
<i>Fund Total</i>						\$1,432.00
130074	Environmental Products &	215416	Proofer Nozzle	602	Sewer Treatment	\$235.15
130087	U.S. Bank	1093	Best Buy	602	Sewer Treatment	\$85.69
130087	U.S. Bank	2537	Sears	602	Sewer Treatment	\$668.85
<i>Fund Total</i>						\$989.69
130078	Hakanson Anderson	34095	AN407 Dec 2014	603	Storm Water	\$3,443.16
130078	Hakanson Anderson	34067	AN409 Dec 2014	603	Storm Water	\$275.00
130078	Hakanson Anderson	34068	AN410 Dec 2014	603	Storm Water	\$491.40
<i>Fund Total</i>						\$4,209.56
130065	Anoka Area Chamber Com	ACBPP4 2015	chamber bucks	609	Liquor Stores	\$110.00
<i>Fund Total</i>						\$110.00
130085	Signature Concepts	640152 A	Sweatshirts	614	Golf	\$701.50
<i>Fund Total</i>						\$701.50
130065	Anoka Area Chamber Com	ACBPP4 2015	chamber bucks	617	Recycling	\$17.43
130087	U.S. Bank	8012	Office Max	617	Recycling	\$71.17
<i>Fund Total</i>						\$88.60
130087	U.S. Bank	3353	Northern Tool	701	Vehicle Maintenance	\$176.70
130087	U.S. Bank	3346	Northern Tool	701	Vehicle Maintenance	\$257.09
<i>Fund Total</i>						\$433.79
130069	Center Point Energy	7876503-9-2/2/15	Yourth First Gas Utility	801	Youth First	\$74.87
130073	Culligan	09972456-8-1/31/	Youth First Water	801	Youth First	\$38.14
130083	POPP.com, Inc.	10009601-1/31/1	Youth First Telephone	801	Youth First	\$168.41
130083	POPP.com, Inc.	10009601-1/31/1	Youth First Telephone	801	Youth First	\$57.98
<i>Fund Total</i>						\$339.40

**Paid Bill List for Ratification
Bill List for March 2, 2015**

<i>Check #</i>	<i>Vendor Alpha Name</i>	<i>Invoice #</i>	<i>Description</i>	<i>Fund</i>
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Amount

\$83,165.19

Grand Total

PAYROLL

PP 4

BILL LIST DATE

03/02/15

GROSS PAYROLL - REG	\$298,766.71
LESS EMPLOYEE SHARE OF BENEFITS	<u>(\$1,958.62)</u>
	\$296,808.09
EMPLOYER SHARE HEALTH INSURANCE	\$17,674.43
EMPLOYER SHARE FICA & MEDICARE	\$16,668.50
EMPLOYER SHARE PERA	<u>\$28,408.11</u>
	\$62,751.04
TOTAL PAYROLL	\$359,559.13

COUNCIL MEMO FORM

6.2

Meeting Date	March 2, 2015
Agenda Section	Consent Agenda
Item Description	Monthly Council Calendars
Submitted By	Amy Oehlers, City Clerk

CONSENT AGENDA

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

BACKGROUND INFORMATION

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

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

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

ANOKA CITY COUNCIL CALENDAR



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

COUNCIL MEMO FORM

6.3

Meeting Date	March 2, 2015
Agenda Section	Consent Agenda
Item Description	Recommendation on Issuance of an LG240B Bingo Permit for Anoka Knights of Columbus
Submitted By	Amy Oehlers, City Clerk

CONSENT AGENDA

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

BACKGROUND

An application has been submitted by Knights of Columbus for a State issued LG240B Excluded Bingo Permit to allow them to conduct Bingo activity at St. Stephen's Church, 525 Jackson Street on March 28, 2015.

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

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

FINANCIAL IMPACT

The City does not charge a fee for our review.

COUNCIL ACTION REQUESTED

Approval of the Consent Agenda will mean the recommended approval of this LG240B Excluded Bingo Permit.

COUNCIL MEMO FORM

7.1.A

Meeting Date	March 3, 2015
Agenda Section	Planning Commission
Item Description	ORD/Zoning Text Amendment, Chpt 74, Article V, Division 4, Section 74-258, M-3 District. (2 nd reading)
Submitted By	Crystal Paumen, AICP City Planner

BACKGROUND INFORMATION:

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 won't have garage doors, highlighted in **RED** on the attached plans. 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 District, 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.

Included is a map that shows that 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.

FINANCIAL IMPACT:

COUNCIL REQUESTED ACTION:

Approve 2nd 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

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

Section 1. Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, and upon a review of a study conducted by City staff and the Planning Commission, amendments of Chapter 74, Article V, Division 4, Section 74-258 is hereby adopted, by an affirmative vote of a majority of the Anoka City Councilmembers present, to read as Exhibit A, hereto attached, with underlined text inserted into existing code:

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

ATTEST:

Phil Rice, Mayor

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

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

Amy T. Oehlers, City Clerk

CHAPTER 74. ZONING

ARTICLE V. District Regulations.

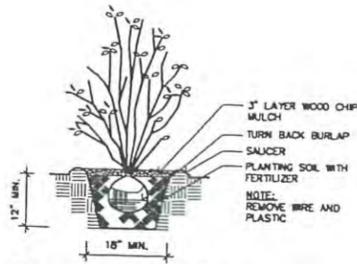
Division 4. Industrial Districts.

Section 74-258. M-3 Light Industrial/Commercial Overlay District.

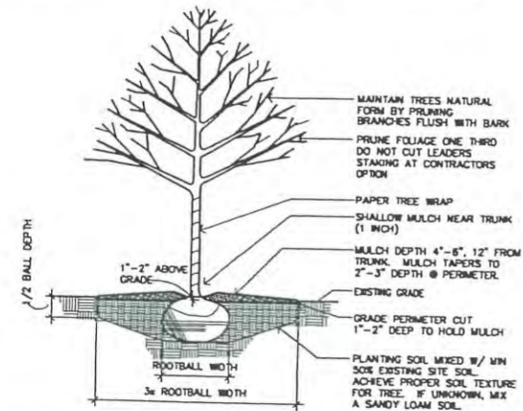
- (l) *Architectural control and appearance.* The architectural control and appearance standards in the M-1 district shall apply to non-residential buildings and structures in the M-3 Light Industrial/Commercial Overlay District with the exception as stated in subsection (l) (5) of this section.

- (5) A building that has an exterior wall finish of factory fabricated or pre-engineered steel and finished metal framed panel construction may have exposed metal fasteners on walls that are adjacent to a minimum six foot berm and six foot fence, on a wall facing the interior of the site, or adjacent to a tree line or landscaping with six foot evergreen trees ten feet on center, limiting the visibility of the public. All other exterior walls must not have exposed fasteners.

PLANTING SCHEDULE						
QTY.	KEY	COMMON NAME	BOTANICAL NAME	SIZE	MTHD	REMARKS
6	EM	EMERALD MAPLE	ACER PLANTINODES 'POND'	2.5"	BB	
2	MM	MAJESTY MAPLE	ACER 'FLAX MILL'	2.5"	BB	
5	HL	HONEY LOCUST, THORNLESS	TRICANTHOS INERMIS	2.5"	BB	
4	RS	RED SPLENDOR CRAB	MALUS 'RED SPLENDOR'	1.5"	BB	
5	WP	WHITE PINE	PINUS STROBUS	6'	BB	
2	BHS	BLACK HILLS SPRUCE	PICEA GLAUCA DENSATA	6'	BB	
21	PA	PYRAMIDAL ARBORVITAE	THUJA OCCIDENTALIS	J5	CONT.	
18	IVY	VIRGINIA CREEPER	PARTHENOISSUS ENGLEMANNI	1 GAL	CONT.	PLANT 20' O.C. ON FENCE
18	HJ	HUGHES JUMPER	JUMPERUS HORIZONTALIS	J5	CONT.	



3 SHRUB PLANTING DETAIL
L1 NOT TO SCALE



2 TREE PLANTING DETAIL
L1 NOT TO SCALE



1 LANDSCAPE PLAN
SCALE: 1" = 30'-0"

PRELIMINARY
NOT FOR
CONSTRUCTION

Sharp & Associates, LLC



10807 83rd Ave. S.
Maple Grove, MN 55368
Ph (763) 425-2002
Fax (763) 425-6428

Proposed Buildings for
Anoka Mini Storage
500 Bunker Lake Blvd NW, Anoka, MN

Drawn By: DCK
Checked By: LL
Revisions
08/14/14 CITY SUBMITTAL
08/18/14 CLIENT REV
1/13/15 CLIENT REV

LANDSCAPE PLAN

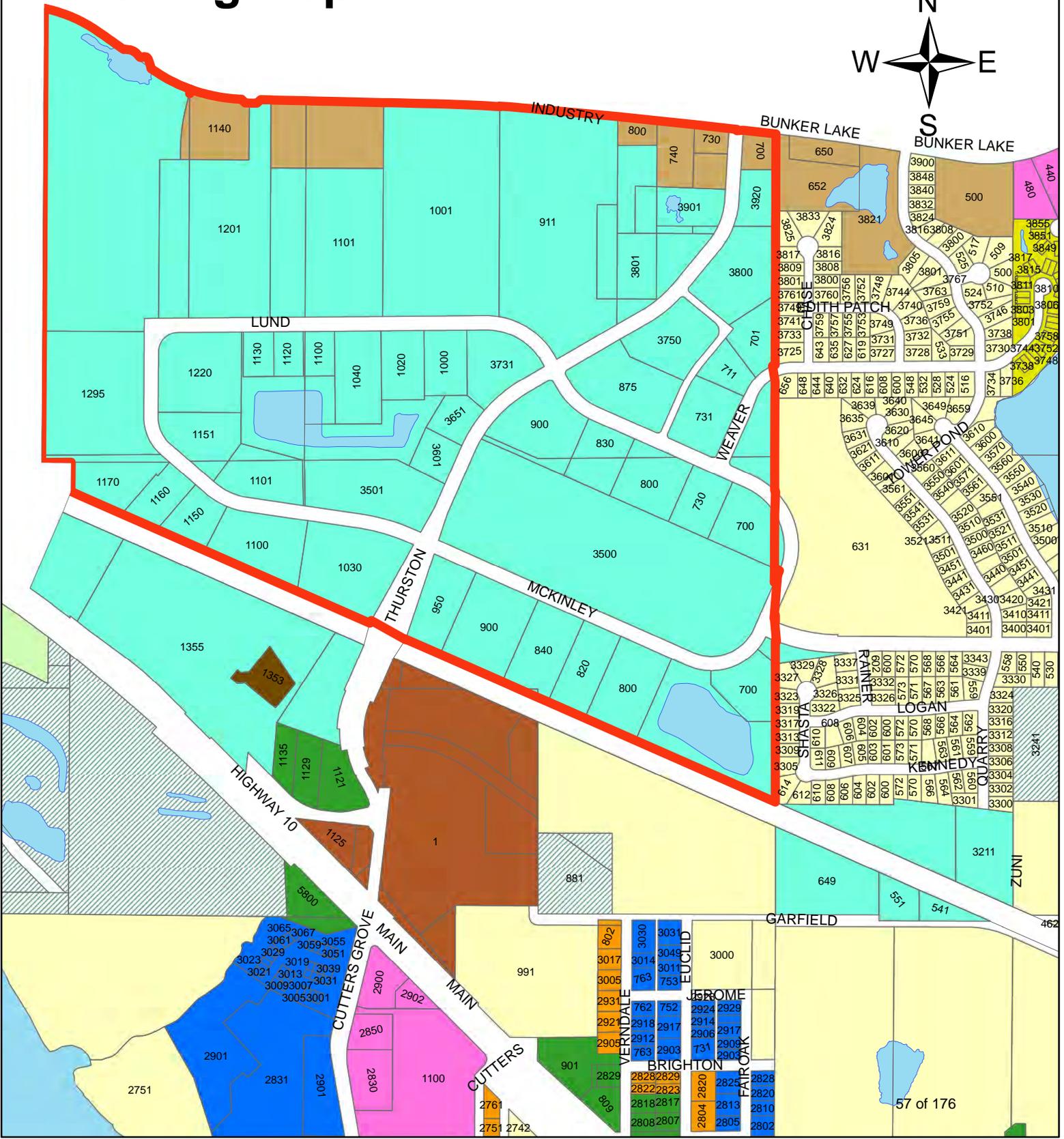
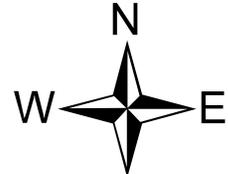
Sheet Number

L1

Project No. 140722-1

City of Anoka Zoning Map

	M-1 Light Industrial
	M-2 General Industrial
	M-3 Light Industrial/Commercial Overlay District
	PID-1 Planned Industrial Development- 1
	Anoka Enterprise Park boundary



STAFF REPORT



A-2014-28
Zoning Ordinance Text Amendment
Chapter 74, Section 74-258
Dennis Sharp
February 3, 2015

BACKGROUND INFORMATION

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 see in the photos does not have exposed fasteners. The only walls that will have exposed fasteners are those walls that won't have garage doors. Those walls are highlighted in pink on the attached plans. The walls are adjacent to a six foot high berm and six foot fence, a tree line, 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.

Included is a map that shows that four properties in the M-3 district can use factory fabricated or pre-engineered steel and finished metal framed panel construction.

Below is the text of the existing ordinance. The language applicable to this application is **bolded**.

(h) *Architectural control and appearance.*

(4) *All exterior wall finishes on any building shall be one or a combination of the following:*

e. *Factory fabricated or pre-engineered steel and finished metal framed panel construction, if the panel materials are any of those named above, glass, prefinished (other than galvanized iron), or a plastic, and if there is a color retention guarantee of a minimum of 20 years, and if 42-inch full perimeter frost footings are included. **If any metal materials are utilized, there must not be any exposed fasteners used and guardrails or posts, curbs, or buffer strips must be installed to prevent impact to the building.***

PROPOSED AMENDMENT

ARTICLE V. District Regulations.

DIVISION 4. Industrial Districts.

Section 74-258. M-3 Light Industrial/Commercial Overlay District.

- (h) *Architectural control and appearance.* The architectural control and appearance standards in the M-1 district shall apply to non-residential buildings and structures in the M-3 Light Industrial/Commercial Overlay District with the exception as stated in this subsection.
- (5) A building that has an exterior wall finish of factory fabricated or pre-engineered steel and finished metal framed panel construction may have exposed metal fasteners on walls that are adjacent to a minimum six foot berm and six foot fence, on a wall facing the interior of the site, or adjacent to a tree line and landscaping limiting the visibility of the public. All other exterior walls must not have exposed fasteners.

DISCUSSION

The building facing Bunker Lake Boulevard are all decorative masonry. This wall would be constructed separately from the mini-storage buildings supplied by Trachte Buildings Systems. The mini-storage buildings are pre-engineered buildings, all of the components contribute to satisfy the requirements for implied loads. The applicant has discussed the issue of exposed metal fasteners with Trachte and any changes in the building materials will affect the warranties on the building provided by Trachte. There are no exposed fasteners where there are overhead doors which is 90% of the exposed walls. The south wall would be located 34 feet from the south property line at the closest point and 50 feet at the farthest point. The east walls of two buildings that would have exposed fasteners face east towards the commercial and would be located 20 feet from the property line. Any exposed fasteners are colored to match the wall color.

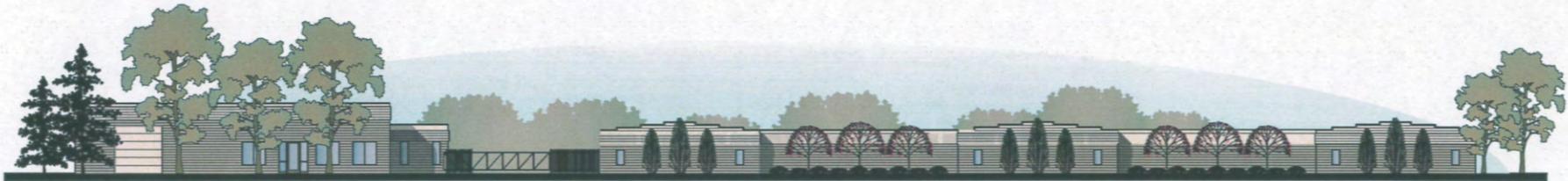
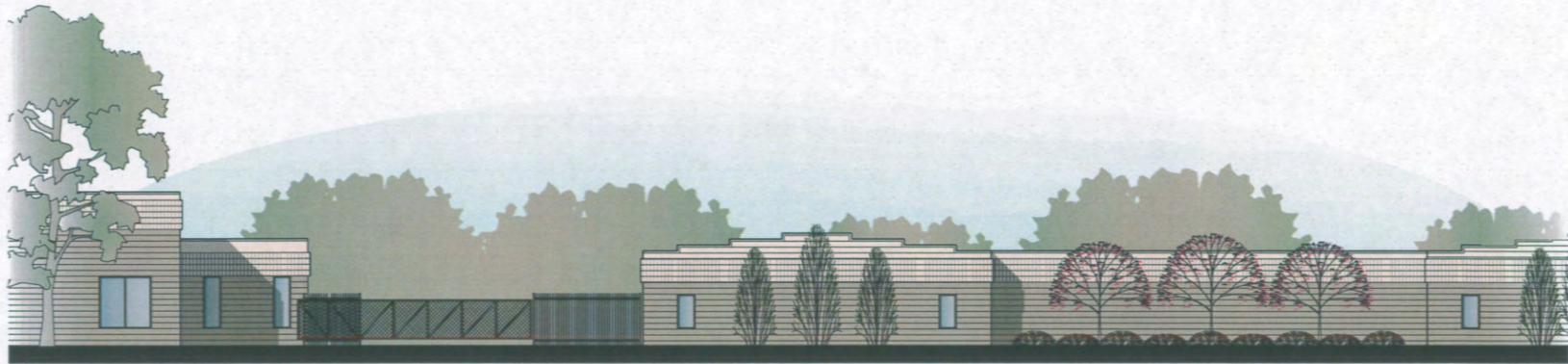
The mini-storage facility will be entirely enclosed, gated and secure. The only people allowed inside the site are those renting a storage space with a code for the gate.

RECOMMENDATION

Staff recommends that, following discussion of the ordinance amendments, the Planning Commission either:

- Recommend approval of the proposed amendment including any revisions; or
- Table action pending additional information or revisions.

Crystal Paumen
City Planner



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ANOKA MINI STORAGE

500 Bunker Lake Blvd NW, Anoka, Minnesota

WITH THIS DRAWING IS THE
 ASSUMPTION THAT THE
 ACTUAL COLOR WILL BE
 AS SHOWN.



MANSEY MINI STORAGE
161-473-9000

TO GG7

TO EE3





Exposed Fasteners

JAN 29-2015

TO MEMBERS FO THE PLANNING COMMISION, CITY OF ANOKA.

I TALKED TO CRYSTAL PAUMEN REGARDING THE LETTER I RECEIVED ON THE CHANGES TO THE ZONING OF M-3 PROPERTY ON HWY 116.

IN SO FAR AS I CAN DETERMINE, ITS ALL ABOUT "FASTNERS" AND THE WARRANTIES ASSOCIATED WITH THE CHANGES TO THE BUILDINGS DESIGN OR CONSTRUCTION. AFTER ATTENDING THE MEETING WITH REGARD TO ASPHALT TRUCKS MOVING INTO SAID PROPERTY, I SAID AT THE TIME THAT THIS IS THE BEST FIT POSSIBLE FOR THE PROPERTY.

PLEASE KNOW THAT IM ALL IN FAVOR OF AN AMENDMENT TO ANY CODE'S THAT MIGHT HINDER THE DEVELOPMENT OF THE STORAGE UNITS AND TO MAKE SURE THAT WE CAN GET THIS DONE AND ON THE TAX ROLLS..

I WAS GOING TO GET MERRYWAYNE ELVIG AFTER YOU FOLKS, BUT SHE, UNFORTUNATELY, LEFT IT TO ME TO LOOK AFTER THE NEIGHBORHOOD AND SO IN HER NAME I SEND THIS LETTER.

I TOLD CRYSTAL THAT I WOULD'NT BE ABLE TO ATTEND THE MEETING ON FEB 3RD AND SO IM SENDING THIS ALONG IN MY PLACE.

THANKS VERY MUCH FOR LOOKING AFTER OUR WONDERFUL CITY.



SINCERELY: RAYMOND T. CARLSON

3811 WEAVER COURT. ANOKA, MN. 55303

(STONEHAVEN TOWNHOME BOARD OF DIRECTORS)

COUNCIL MEMO FORM

7.1.B

Meeting Date	March 3, 2015
Agenda Section	Planning Commission
Item Description	ORD/Zoning Text Amendment; Chapter 74, Article I, Section 74-2, Article V, Division 3, Section 74-238, and Article V, Division 5, Section 74-265 Microbreweries and Microdistilleries (2 nd reading)
Submitted By	Crystal Paumen, City Planner

BACKGROUND INFORMATION:

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. Further analysis can be found in the Planning Commission staff report under the *Discussion* section.

FINANCIAL IMPACT:

Publication costs

COUNCIL REQUESTED ACTION:

Approve the 2nd 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

THE COUNCIL OF THE CITY OF ANOKA ORDAINS:

Section 1. Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, and upon a review of a study conducted by City staff and the Planning Commission, amendments of Chapter 74, Article I, Section 74-2, Article V, Division 3, Section 74-236 and Article V, Division 5, Section 74-265 is hereby adopted, by an affirmative vote of a majority of the Anoka City Councilmembers present, to read as Exhibit A, hereto attached, with underlined text inserted into existing code:

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

ATTEST:

Phil Rice, Mayor

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

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

Amy T. Oehlers, City Clerk

CHAPTER 74. ZONING

ARTICLE I. In General.

Section 74-2. Definitions.

Distilled spirits means ethyl alcohol, hydrated oxide of ethyl, spirits of wine, whiskey, rum, brandy, gin, and other distilled spirits, including all dilutions and mixtures thereof, for nonindustrial use.

Microdistillery means a distillery operated within the state producing premium, distilled spirits in total quantity not to exceed 40,000 proof gallons in a calendar year.

ARTICLE V. District Regulations.

DIVISION 3. Business Districts.

Section 74-238. B-3 General Business District.

(b) *Use regulations.*

(1) *Permitted Uses.*

u. Microbrewery with taproom, subject to the following standards:

1. The establishment must include a taproom that is open a minimum of 2 days or 8 hours per week.

2. The malt liquor sold for consumption at the business must be produced by the brewer on the licensed premises.

3. The malt liquor may be sold to other bars, restaurants or wholesalers for distribution on a limited scale according to Federal and State regulations.

4. The bottling process shall be manual or semi automated, not fully automated.

5. The establishment shall obtain all applicable Federal, State, and City licenses.

6. A microbrewery located at street level shall provide at least 50% of the total floor space at the front one-half of the building to be used for sales, tasting, or restaurant purposes.

v. Microdistillery with tasting room/cocktail room, subject to the following standards:

1. The establishment must include a tasting room/cocktail room that is open a minimum of 2 days or 8 hours per week.
2. The distilled spirits sold for consumption at the business must be produced by the brewer on the licensed premises.
3. The distilled spirits may be sold to other bars, restaurants or wholesalers for distribution on a limited scale according to Federal and State regulations.
4. The bottling process shall be manual or semi-automated, not fully automated.
5. The establishment shall obtain all applicable Federal, State, and City licenses.
6. A microdistillery located at street level shall provide at least 50% of the total floor space at the front one-half of the building to be used for sales, tasting, or restaurant purposes.

ARTICLE V. District Regulations.

DIVISION 5. Mixed Use Districts.

Section 74-265. Main Street Mixed Use District. (MS)

(h) Permitted, Conditional, Interim, Accessory and Prohibited Uses.

(2) East Main Street Sub-District 1 (EM-1) – Historic Downtown Core.

a. Permitted Uses.

34. Microbrewery with taproom, subject to the following standards:

aa. The establishment must include a taproom that is open a minimum of 2 days or 8 hours per week.

bb. The malt liquor sold for consumption at the business must be produced by the brewer on the licensed premises.

cc. The malt liquor may be sold to other bars, restaurants or wholesalers for distribution on a limited scale according to Federal and State regulations.

dd. The bottling process shall be manual or semi-automated, not fully automated.

ee. The establishment shall obtain all applicable Federal, State, and City licenses.

ff. A microbrewery located at street level shall provide at least 50% of the total floor space at the front one-half of the building to be used for sales, tasting, or restaurant purposes.

35. Microdistillery with tasting room/cocktail room, subject to the following standards:

aa. The establishment must include a tasting room/cocktail room that is open a minimum of 2 days or 8 hours per week.

bb. The distilled spirits sold for consumption at the business must be produced by the brewer on the licensed premises.

cc. The distilled spirits may be sold to other bars, restaurants or wholesalers for distribution on a limited scale according to Federal and State regulations.

dd. The bottling process shall be manual or semi-automated, not fully automated.

ee. The establishment shall obtain all applicable Federal, State, and City licenses.

ff. A microdistillery located at street level shall provide at least 50% of the total floor space at the front one-half of the building to be used for sales, tasting, or restaurant purposes.



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2015-XX

WHEREAS, Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, the Anoka City Council has determined the sufficiency of publication of a Summary of the Ordinance which informs the public of the amendments made to the City Code. Publication of the title of the enactment and summary of the amendments shall be deemed to fulfill all legal publication requirements.

NOW, THEREFORE, BE IT RESOLVED, that the Anoka City Council hereby approves the following summary of amendments to Chapter 74, Article I, Section 74-2, Article V, Division 3, Section 74-238, and Division 5, Section 74-265 of the Anoka City Code regarding adding microbreweries with taproom and microdistilleries with tasting room as permitted uses in certain zoning districts.

AMENDING CHAPTER 74, ARTICLE V

Section 1. Pursuant to Minnesota Law, the Anoka City Charter and the Anoka City Code, and upon a review of a study conducted by City staff, amendments to Chapter 74, Article I, Section 74-2, Article V, Division 3, Section 74-238, and Division 5, Section 74-265 are hereby adopted, by an affirmative vote of a majority of the Anoka City Council members present. The full ordinance adopting the amendments is available for public inspection in the office of the City Clerk.

ARTICLE I. In General.

Section 74-2 Definitions.

Distilled spirits and microdistillery.

ARTICLE V. District Regulations.

DIVISION 3. Business Districts.

Section 74-238. B-3 General Business District.

- (1) *Permitted Uses.* Microbrewery with taproom and microdistillery with tasting room/cocktail room added as a permitted use with six standards as outlined in the full ordinance.

DIVISION 5. Mixed Use Districts.

Section 74-265. Main Street Mixed Use District.

- (2) East Main Street Sub-District 1 (EM-1) – Historic Downtown Core
 - a. Permitted Uses. Microbrewery with taproom and microdistillery with tasting room/cocktail room added as a permitted use with six standards as outlined in the full ordinance.

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

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

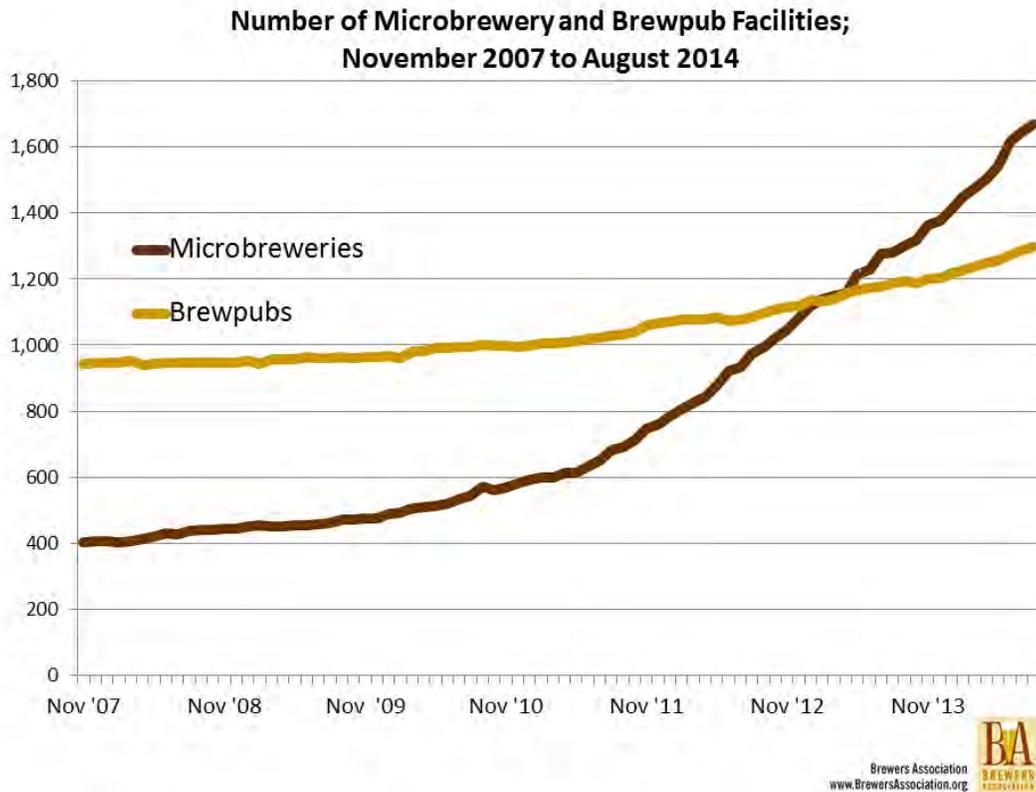
STAFF REPORT



A-2015-2
Zoning Ordinance Text Amendment
Chapter 74, Section 74-2, Section 74-236, and Section 74-238
City of Anoka
February 3, 2015

BACKGROUND INFORMATION

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. There is a rise of the microbrewery tap room in communities. In 2006, more than 70% of all craft breweries were brewpubs (like Granite City where they brew beer and sell it on site, no distribution). How quickly things change. The Minnesota Brewer's Association has predicted that Minnesota will have an additional 200 breweries/taprooms within the next two years.



Source: Brewers Association, www.brewersassociation.org

In 2012, the ordinance was changed to allow breweries and brewpubs in certain districts. The following outlines where they are allowed.

Zoning District	Brewpubs	Microbrewery	Regional Brewery	National Brewery
B-1 Highway Business	P			
B-2 Shopping Center Business	P			
B-3 General Business	P			
TOD-E Transit Oriented Development- Employee Emphasis	P	C, w/taproom	C, w/taproom	C, w/taproom
MS Main Street Mixed Use, West Main, EM-1, and EM-2 sub-districts	P			
South Ferry Riverfront District South Mixed Use sub-district	P			
M-1 Light Industrial		P	P	P
M-2 General Industrial		P	P	P

Key: P=Permitted Use, C=Conditional Use Permit, w/taproom= Use allowed only with taproom

Definitions in the City’s ordinance to understand:

Brewery, National (Example: Miller, Coors, Budweiser)

A facility with a capacity to manufacture over 250,000 barrels of alcoholic and nonalcoholic malt liquor a year. This definition does not include a brewpub.

Brewery, Regional (Example: Summit, Schell)

A facility with a capacity to manufacture between 15,000 and 249,999 barrels of alcoholic and nonalcoholic malt liquor a year. This definition does not include a brewpub.

Brewery, Micro (Example: Surly, Finnegan’s)

A facility with a capacity to manufacture less than 15,000 barrels of alcoholic and nonalcoholic malt liquor a year. This definition does not include a brewpub.

Brewpub (Example: Rock Bottom Brewery, Granite City, Great Waters)

A small brewery operated in conjunction with a bar or restaurant provided the beer is sold for consumption on the premises and not sold to other bars, restaurants or wholesalers, except that an establishment licensed under Minn. Stat. § 340A.301, subd. 6(d) may sell "growlers" off-sale with appropriate city license.

Taproom is an area on the premises of or adjacent to one brewery location owned by the brewer that allows the on-sale of malt liquor produced by the brewer for consumption. Such use shall be accessory to the primary use of a national, regional or microbrewery and may be a restaurant.

PROPOSED AMENDMENT

Article I, Section 74-2 Definitions

Amendments to the article create definitions for distilled spirits and microdistillery (consistent with State law).

Article V, Division 5, Section 74-265 Main Street Mixed Use District

Article V, Division 3, Section 74-238 B-3 General Business 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 use that has a social engagement 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 following shows the proposed text change to Anoka City Code Chapter 74. Additions are underlined.

CHAPTER 74. ZONING

ARTICLE I. In General.

Section 74-2 Definitions.

Distilled spirits means ethyl alcohol, hydrated oxide of ethyl, spirits of wine, whiskey, rum, brandy, gin, and other distilled spirits, including all dilutions and mixtures thereof, for nonindustrial use.

Microdistillery means a distillery operated within the state producing premium, distilled spirits in total quantity not to exceed 40,000 proof gallons in a calendar year.

ARTICLE V. District Regulations.

DIVISION 5. Mixed Use Districts.

Section 74-265. Main Street Mixed Use District.

(2) East Main Street Sub-District 1 (EM-1) – Historic Downtown Core

a. Permitted Uses.

9. Microbrewery with taproom, subject to the following standards:

aa. The establishment must include a taproom that is open a minimum of 2 days totaling no less than 8 hours per week.

bb. The malt liquor sold for consumption at the business must be produced by the brewer on the licensed premises.

cc. The malt liquor may be sold to other bars, restaurants or wholesalers for distribution.

dd. The bottling process shall be manual or semi-automated, not fully automated.

ee. The establishment shall obtain and comply with all applicable Federal, State, and City liquor licenses.

ff. A microbrewery located at street level shall provide at least 50% of the total floor space at the front one-half of the building to be used for sales, tasting, or restaurant purposes.

10. Microdistillery with tasting room, subject to the following standards:

aa. The establishment must include a tasting that is open a minimum of 2 days totaling no less than 8 hours per week.

bb. The distilled spirits sold for consumption at the business must be produced by the brewer on the licensed premises.

cc. The distilled spirits may be sold to other bars, restaurants or wholesalers for distribution.

dd. The bottling process shall be manual or semi-automated, not fully automated.

ee. The establishment shall obtain and comply with all applicable Federal, State, and City liquor licenses.

ff. A microdistillery located at street level shall provide at least 50% of the total floor space at the front one-half of the building to be used for sales, tasting, or restaurant purposes.

ARTICLE V. District Regulations.

DIVISION 3. Business Districts.

Section 74-238. B-3 General Business District.

(1) *Permitted Uses.*

- u. Microbrewery with taproom, subject to the following standards:
 - aa. The establishment must include a taproom that is open a minimum of 2 days totaling no less than 8 hours per week.
 - bb. The malt liquor sold for consumption at the business must be produced by the brewer on the licensed premises.
 - cc. The malt liquor may be sold to other bars, restaurants or wholesalers for distribution.
 - dd. The bottling process shall be manual or semi-automated, not fully automated.
 - ee. The establishment shall obtain and comply with all applicable Federal, State, and City liquor licenses.
 - ff. A microbrewery located at street level shall provide at least 50% of the total floor space at the front one-half of the building to be used for sales, tasting, or restaurant purposes.

- v. Microdistillery with tasting room, subject to the following standards:
 - aa. The establishment must include a tasting room that is open a minimum of 2 days totaling no less than 8 hours per week.
 - bb. The distilled spirits sold for consumption at the business must be produced by the brewer on the licensed premises.
 - cc. The distilled spirits may be sold to other bars, restaurants or wholesalers for distribution.
 - dd. The bottling process shall be manual or semi-automated, not fully automated.
 - ee. The establishment shall obtain and comply with all applicable Federal, State, and City liquor licenses.
 - ff. A microdistillery located at street level shall provide at least 50% of the total floor space at the front one-half of the building to be used for sales, tasting, or restaurant purposes.

DISCUSSION

There are four main items to consider when adding a new use: traffic, parking, noise, and smell. In talking with other communities and a local brewer, the smell is like baking bread. Noise is similar to a bar/restaurant which is an existing permitted use in the downtown. Traffic impacts

are difficult to determine because of the range in size of operations for a particular microbrewery. By State definition, a microbrewery can brew up to 15,000 barrels of alcoholic and nonalcoholic malt liquor a year. A barrel is equal to 31 gallons of beer. Given the standards regarding the bottling process having to be manual or semi-automated and not fully automated, and the standard regarding 50% of the street level has to be used for sales, tasting, or restaurant purposes, this addresses the concern of large distribution and negative impacts in downtown. If a microbrewery desires to have a fully automated bottling process, breweries are permitted in the industrial areas where other manufacturing and warehouse uses with distribution are more appropriate. Also, given the sizes of potential spaces in downtown, a large operation is not likely. Customer parking for this use in downtown can be accommodated with the existing parking facilities available. A taproom would not have any additional effect on parking than a new restaurant/bar might have.

A microbrewery does not typically prepare or serve food on site. Many partner with a local restaurant to provide food and delivery and work with food truck vendors. The City currently does not allow food trucks in downtown.

Amendments will also be required in Chapter 6 of the City Code regarding alcoholic beverages. Though similar in topic, the zoning changes and liquor licenses changes will take place separately.

A microbrewery is licensed through the Department of Agriculture. The taproom space would need to be constructed using the requirements in the MN Food Code. The area where the beer is manufactured would need to follow Good Manufacturing Practices, such as smooth, durable, easily cleanable walls and ceilings, well lit, floors with durable, easily cleanable materials (sealed concrete, high polish concrete, epoxy, tile).

RECOMMENDATION

Staff recommends that, following discussion of the ordinance amendments, the Planning Commission either:

- Recommend approval of the proposed amendment including any revisions; or
- Table action pending additional information or revisions.

Crystal Paumen
City Planner

Source: Minnesota Department of Agriculture

MDH. Brew pubs produce malt beverages in addition to on-site food service sales. Brewpubs cannot wholesale.

Who licenses and inspects taprooms?

MDA or MDH. MDA would license and inspect taprooms that are predominantly (50% or more) wholesale facilities. MDH would license and inspect taprooms with predominate unpackaged food sales consumed on the premises.

Who licenses and inspects wineries?

Department of Public Safety Alcohol and Gambling Enforcement Division, and MDA or MDH. If a winery is predominantly (50% or more) wholesale, MDA would license it. If the winery has predominate sales in food service (more than 50%), MDH would license it.

What Federal licensing or documentation is required and when?

The TTB issues a document known as a Federal Basic Permit to manufacturers of spirits or wine. They issue a Federal Brewer's Notice to brewers. They also require Surety Bonds for manufacturers of alcoholic beverages. Applicants are encouraged to contact the TTB early in their business plan to begin the permitting process.

Agency Contact Information:

Department of the Treasury
Alcohol and Tobacco Tax and Trade Bureau

Public Information Officer

1310 G Street, NW, Box 12
Washington, DC 20005 USA
Voice (202) 453-2000
www.TTB.gov

TTBinternetquestions@TTB.gov

What regulations apply to alcoholic products such as bitters and extracts?

Manufacturer may need to obtain an Ethyl Alcohol Permit from AGED in order to obtain the alcohol necessary in the manufacturing of the bitters and extracts.

When is a plan review required for a facility producing alcoholic products?

In order to obtain a license, plan review is required for any facility that plans to sell food or beverages, packaged or unpackaged, at retail. A taproom, tasting room, brew pub, or restaurant or bar all must go through the plan review process.

Wholesale manufacturing facilities are exempt from plan review, except that food or beverage sales on premises will require plan review.

What are the facility requirements?

1. **If a business is wholesale only, the following Good Manufacturing Practices (CFR 110) would apply, in general (additional requirements may apply):**

- Well lit in all areas and be clean and sanitary at all times to maintain a safe beverage production environment.
- Smooth, durable, easily cleanable walls and ceilings.

- Suitable floors with drainage in the processing area with trapped drains, so that the floors can be easily cleaned.
- Kept free from conditions that might attract pests. Windows and doors must provide an effective prevention from pests.
- Doors going into production rooms and the toilet rooms must be outward facing and self-closing.
- Toilet rooms must be present and cannot be adjacent to the production rooms. They must be completely enclosed with tight fitting self-closing doors. They must be properly plumbed with hot and cold running water. They must have soap and paper towels, and they must have an “Employees must wash their hands” sign posted in a visible place in the toilet room.
- Brewery area must have at least one three compartment sink for small equipment cleaning and sanitizing, and one hand sink, possibly more depending on the size and layout.
- Equipment and parts must be commercial, durable, adequate for the conditions of use and easily cleanable.
- Floors may be a variety of finishes including sealed concrete, high polish concrete, epoxy, tile, or some other durable, easily cleanable material.

2. If the business is predominantly wholesale with a retail portion (taproom), the MN Food Code (MN Rule 4626) would apply to the retail portion only. The following are examples of retail requirements, but other items may also apply:

- Handwashing sinks that are accessible to all areas of beverage service.
- A handsink is required in close proximity to the warewashing activities.
- All equipment must meet NSF International Standards or equivalent.
- A walk in cooler certified to NSF standards is required for storage of tapped kegs.
- An NSF approved 3 compartment sink with integral drainboards on each end, and sized to accommodate all equipment.
- A separate dump sink.
- A 4 compartment sink may be used with the 1st compartment designated as the dump sink and wash, rinse and sanitizing sinks to follow.
- Store room, if provided, must have durable, cleanable floor, wall, and ceiling finishes.
- The drip tray under taps must have a surround that is an approved material such as stainless steel, or a solid surface; no wood or plastic laminate is allowed.
- A floor drain is required to collect waste from the drip tray.
- If a glass rinser is installed, it must be installed independent from the drip tray, and approved backflow requirements must be reviewed by the Plumbing Authority.
- All equipment behind the bar must be on legs, casters, or properly finished solid base.
- Floor finishes must meet standards of durability, and have an integral covebase of the same material that is 4 inches in height. (tile or, poured epoxy)
- Wall and ceiling finishes must be submitted and evaluated during plan review to meet standards of the MN Food Code.(FRP, vinyl coated ceiling tiles)
- A mop sink is required.
- A commercial grade water heater sized to accommodate all fixtures.
- Toilet rooms must be accessible to employees.

3. If the facility is a Brew Pub (restaurant that brews its own beer)

- The MN Food Code would apply. Please see MDH Construction Guide for guidance.

What are the food safety requirements for growlers?

- Growlers must be capable of being washed, rinsed and sanitized in properly sized 3 compartment sink.
- A container for beverages may be refilled at a licensed establishment, but only with a beverage that is not potentially hazardous.
- The design of the container, of the rinsing equipment, and the nature of the beverage, when considered together, must allow effective cleaning at home or in the food establishment.
- The consumer-owned container returned to the food establishment for refilling must be refilled for sale or service only to the same consumer.
- The container must be refilled by an employee of the food establishment.(MN Rule 4626.0890)
- A separate license to sell growlers is required by AGED.
- Growlers are for off sales only, and must not be consumed on the premises.

What are the labeling requirements for alcoholic beverages?

- Labeling is regulated by different agencies depending on the type of product being produced. The TTB regulates labeling for products that fall under the Federal Alcohol Administration (FAA) Act, including malt beverages, wines, and distilled spirits.
- Food labeling requirements from 21 CFR 101 applies to products that do not meet the TTB definition of malt beverage or are wine beverages with 7% or less alcohol. The TTB Ruling 2008-3 states that certain beers not made from malted barley and hops (beers made with sorghum, rice or wheat) are not considered malt beverages.
- The food labeling requirements include statement of identity, net weight(volume), list of ingredients in descending order of predominance, contact or manufacturer information, and nutrition facts unless exempt.

See website below for additional labeling requirements for Certain Beers

<http://www.fda.gov/food/guidanceregulation/guidancedocumentsregulatoryinformation/ucm166239.htm>

In Minnesota, the AGED reviews and registers brand labels for all alcoholic beverages, and labeling must be approved in advance by the Commissioner of Public Safety (MS 340A.101 subd 6). The following items apply:

- Alcoholic content must be indicated on containers if it is more than 0.5 percent but less than 3.2 percent.
- If the alcohol content is not indicated on the label it is considered greater than 3.2 percent or “strong beer”. This applies to individual containers, kegs and sealed cases.
- For kegs the a.c. must be stated on a sticker, paper, and stencil on the same surface as the brewer’s identification label. On sealed cases of bottles and cans the a.c. must be located on the top or sides of the case.
- The volume must also be located on each container.
- After the requirements are met you must send in a copy of the label or labels to the “Director of Alcohol and Gambling Enforcement”. You also must be able to send in a copy of the beer can and lids.
- The commissioner might also request two labeled samples for chemical analysis. If any changes to the labeling occur you must notify the commissioner.

What are the requirements for bottling?

For bottling information, see MN Rule 1550 for requirements of non-alcoholic beverages, beer and other malt beverages.

APPLICABLE STATE AND FEDERAL REGULATIONS:

MN Statute 28A

MN Statute 31

MN Statute 34

MN Statute 34A

MN Statute 340A

MN Statute 157

MN Rule 4626

MN Rule 1550

MN Rule 7515:

21 CFR 110 Good Manufacturing Practices

21 CFR 101 Labeling – specific rules, principal display panel, nutrition

There are other Local requirements and regulations that may also apply.

REFERENCES:

Food Service Construction Guide (MDH)

Retail Food Establishment Construction Guide (MDA)

Agency contact information:

Minnesota Department of Public Safety (DPS)

Alcohol and Gambling Enforcement Division

445 Minnesota Street, Suite 222, St. Paul, MN 55101

(651)-201-7500

Minnesota Department of Agriculture

Dairy and food Division

625 Robert St. N.

St. Paul, MN 55155-2538

651-201-6000

Minnesota Department of Health

Food, Pools, and Lodging

625 Robert St. N.

St. Paul, MN 55155

651-201-4500

STATISTICS

MINNESOTA CRAFT BEER SALES STATISTICS, 2013



MINNESOTA

52
Craft Breweries
 (RANKS 17TH)

1.3 Breweries per Capita*
 (RANKS 21ST)
*per 100,000 21+ Adults

\$
ECONOMIC IMPACT
 (2012)

741.9
 Million Economic Impact
 (RANKS 16TH)

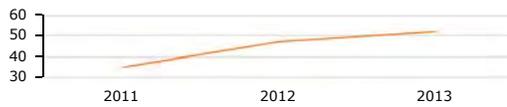
191
 Impact per Capita
 (RANKS 13TH)

PRODUCTION
 (2013)

367,681
 Barrels of Craft beer produced per
 year
 (RANKS 10TH)

2.9
 Gallons per 21+ Adult
 (RANKS 12TH)

NUMBER OF BREWERIES PER YEAR



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PRACTICE MICROBREWERIES



Zoning for Small-Scale Alcohol Production: Making Space for Brewpubs, Microbreweries, Microwineries, and Microdistilleries

By David M. Morley, AICP

In communities across the country, beer titans like St. Louis-based Anheuser-Busch and Chicago-based MillerCoors are facing stiff competition from a host of locally owned and operated craft breweries.



➔ The number of brewers is higher today than at any point during the 20th century.

Brewers Association, Boulder, Colorado

Meanwhile, there is parallel growth in craft distilleries and small-volume wineries. While renewed interest in small-scale alcohol production is just one facet of the buy-local movement, it has special relevance for planning and zoning practitioners.

Historically, few communities have used zoning to draw distinctions between alcohol production facilities of different types and sizes. More recently, though, numerous localities have added provisions to their zoning codes that acknowledge the variety of alcohol producers. The primary motivation for these regulatory changes is a desire to make space for smaller producers to operate outside of industrial districts.

The two most common small-scale alcohol production uses to receive special zoning attention are brewpubs (restaurants combined with breweries) and microbreweries (small-volume brewers with or without on-site sales). But references to microdistilleries (small-volume distilleries with or without on-site sales) and

microwineries (small-volume wineries without on-site vineyards) are also on the rise.

The purposes of this article are to highlight why the growth in small-scale alcohol production may merit zoning changes and to summarize how communities have amended their codes to add definitions, use permissions, and, in some cases, additional standards to sanction brewpubs and microproducers.

THE BOOM IN SMALL-SCALE ALCOHOL PRODUCTION

According to the Brewers Association, the trade group for small brewers, as of June 2013 there were 1,165 brewpubs and 1,221 microbreweries in the United States. By way of comparison, in the late 1970s there were only 89 commercial brewers of any type (Brewers Association 2013). This boom in small-scale production has spread to spirits and wine too. In April 2012 *Time* reported a 400 percent surge in microdistilleries in the U.S. between 2005 and 2012 (Steinmetz 2012). And according to statistics maintained by trade

publisher *Wines & Vines*, the number of wineries producing between 1,000 and 5,000 cases per year grew 16.5 percent between August 2011 and January 2014 alone.

These trends have significant economic development implications for localities across the country. In addition to satisfying demand for locally produced beer, wine, and spirits, microproducers often distribute their product regionally or nationally, bringing new money into their host communities. Furthermore, successful brewpubs and microproducers can help enliven commercial and mixed use districts that would otherwise clear out after conventional retail and office hours. It's no surprise, then, that some communities are actively trying to lure high-profile microbreweries from other states (McConnell 2012).

THE TROUBLE WITH REGULATORY SILENCE

Despite the explosive growth in brewpubs and microproducers, surprisingly few communities explicitly sanction small-scale alcohol pro-

ASK THE AUTHOR JOIN US ONLINE!

Go online during the month of March to participate in our "Ask the Author" forum, an interactive feature of *Zoning Practice*. David Morley, AICP, will be available to answer questions about this article. Go to the Zoning Practice section of the APA website at www.planning.org/zoningpractice and follow the links to the Ask the Author discussion board. From there, just submit your questions about the article to the active forum. After each forum closes at the end of the month, the archived questions and answers will be available through the Ask the Author discussion board.

About the Author

David Morley, AICP, is a senior research associate with the American Planning Association, as well as APA's Planning Advisory Service (PAS) coordinator and coeditor of *Zoning Practice*. Since 2007 he has contributed to APA research projects on topics including brownfields redevelopment, complete streets, urban agriculture, shrinking cities, solar energy, and disaster recovery. Apart from his contributions to research projects and APA publications, Morley provides customized research on a daily basis for PAS subscribers.

duction facilities through their zoning codes. Without clear definitions and use permissions, planning staff or public officials are forced to make ad hoc use interpretations that can delay or even prevent otherwise desirable development. This regulatory silence creates uncertainty for business owners looking to make location decisions and secure financing, and it may have the effect of scaring away potential applicants. Finally, explicit definitions, use permissions, and use-specific standards allow communities to proactively address the potential negative effects of brewpubs and microproducers on surrounding areas, thereby minimizing future conflicts with neighbors.

DEFINING USES

Clear zoning standards for small-scale alcohol production facilities begin with clear use definitions.

Generally speaking, there are two basic schools of thought about defining uses in zoning codes. Some communities try to define every conceivable potential use, while others rely on use groups (or categories) with similar operational requirements and attendant community effects.

The first method can bring clarity and avoid some legal disputes over specific uses, but it may create unnecessarily complex regulations. The second method is part of larger trend away from proscriptive use regulations, as many communities focus more on a prescriptive approach to the form of development. In practice, most conventional new zoning codes use a hybrid of these approaches, with broad use categories, such as household living or general retail, and specific use definitions for a small subset of higher-impact or more contentious uses under each category.

Mirroring this broader conversation about the best approach to classifying and defining uses, communities that have added specific definitions for small-scale alcohol production facilities to their zoning codes generally take one of two approaches. Either they define brewpubs, microbreweries, microdistilleries, and microwineries as distinct uses, or they define an umbrella term that encompasses multiple types of production facilities.

Communities that define microbreweries, microdistilleries, or microwineries as distinct uses often rely on a production volume threshold to distinguish between the "micro" and "conventional" version of a particular use. For microbreweries, 15,000 barrels per year is a common threshold, which corresponds to the American Brewers Association's defined limit for a microbrewery. Given that there are no corresponding industry definitions for microdistillery and microwinery, it is perhaps unsurprising that thresholds for these uses seem to vary more from place to place.

When communities define brewpubs as a distinct use, the intent is usually to distinguish between accessory- and primary-use brewing facilities. Most communities stipulate that beer production in a brewpub must be accessory to a bar or restaurant, and many cap the volume of beer produced annually (usually less than 15,000 barrels). Furthermore, some jurisdictions quantify this subordinate relationship by limiting the percentage of floor area or sales attributable to the brewery component of the business.

Definitions for brewpubs, microbreweries, microdistilleries, and microwineries often include an acknowledgment that the alcohol produced will be consumed both on- and off-site. For "micro" facilities, the presumption is typically that on-site consumption will be



Steve Morgan/Creative Commons 3.0

Since 2008 the federally landmarked G.G. Gerber building in Portland, Oregon's Pearl District has housed a brewpub.

Examples of Use Definitions

Brewpub:

- A retail establishment that manufactures not more than 9,000 barrels of malt liquor on its licensed premises each calendar year. (Aurora, Colorado)
 - A restaurant-brewery that sells 25 percent or more of its beer on-site. The beer is brewed primarily for sale in the restaurant and bar. The beer is often dispensed directly from the brewery's storage tanks. Where allowed by law, brewpubs often sell beer "to go" or distribute to off-site accounts. (Brewers Association)
- A restaurant with facilities for the brewing of beer for on-site consumption and retail sale at the restaurant. A brewpub must derive at least 40 percent of its gross revenue from the sale of food. (Goodyear, Arizona)
- A restaurant featuring beer that is brewed on-site. (Memphis-Shelby County, Tennessee)
 - A restaurant that brews beer as an accessory use, either for consumption on-site or in hand-capped, sealed containers in quantities up to one-half barrel sold directly to the consumer. Production capacity is limited to 5,000 barrels of beverage (all beverages combined) per year. The area used for brewing, bottling, and kegging shall not exceed 30 percent of the total floor area of the commercial space. A barrel is equivalent to 31 gallons. (Plainfield, Illinois)

Microbrewery:

- A small facility for the brewing of beer that produces less than 15,000 barrels per year. It may often include a tasting room and retail space to sell the beer to patrons on the site. (Asheville, North Carolina)
- Any establishment where malt liquors are manufactured and packaged on- or off-premises, manufacturing more than 9,000 but less than 60,000 barrels of malt liquor on its licensed premises each calendar year. (Aurora, Colorado)
- A brewery that produces less than 15,000 barrels of beer per year with 75 percent or more of its beer sold off-site. Microbreweries sell to the public by one or more of the following methods: the traditional three-tier system (brewer to wholesaler to retailer to consumer); the two-tier system (brewer acting as wholesaler to retailer to consumer); and, directly to the consumer through carryouts or on-site taproom or restaurant sales. (Brewers Association)
- A brewery (for malt beverages) that has an annual nationwide production of not less than 100 barrels or more than 10,000 barrels. (Missoula, Montana)
- The production of beer, regardless of the percentage of alcohol by volume, in quantities not to exceed 5,000 barrels per month, with a barrel containing 31 U.S. liquid gallons. (Nashville-Davidson, Tennessee)

Nanobrewery:

- The production of beer, regardless of the percentage of alcohol by volume, in quantities not to exceed 1,250 barrels per month. (Nashville-Davidson, Tennessee)

Microdistillery:

- A combination retail, wholesale, and small-scale artisan manufacturing business that produces and serves alcoholic spirits or food on the premises. (Port Townsend, Washington)
- A facility that produces no more than 15,000 gallons per year of spirituous beverages on-site and shall include a tasting room in which guests/customers may sample the product. (Fort Collins, Colorado)
- A facility that produces alcoholic beverages in quantities not to exceed 35,000 gallons per year and includes an accessory tasting room. A tasting room allows customers to taste samples of products manufactured on-site and purchase related sales items. Sales of alcohols manufactured outside the facility are prohibited. (Evanston, Illinois)

(continued on page 5)

subordinate to off-site consumption. For brewpubs, the opposite is true.

Communities that define an umbrella term for multiple "micro" facilities tend to stress spatial or operational features over production volume limits. In some instances this means a square footage limit on facility size or the proportion of a facility that can be used for alcohol production. In other instances, there are no defined size limits, and the use definition simply describes a set of operational characteristics (e.g., alcohol production and sales for on- and off-site consumption).

USE PERMISSIONS

Defining and regulating small-scale alcohol production facilities allows communities to permit small breweries, distilleries, and wineries in locations that would be inappropriate for conventional, large-scale facilities. Typically, this translates to permitting brewpubs, microbreweries, microdistilleries, and microwineries in one or more commercial or mixed use districts, either by right, with ministerial approval, or subject to a discretionary use permit.

Permitting a use by right sends a clear signal to potential developers and business owners that the use is desirable in a certain zoning district. This approach presents applicants with the fewest hoops to jump through before obtaining zoning approval, but it is important to note that most small-scale production facilities will still be subject to state or local licensing or permitting laws that govern the production or sale of alcoholic beverages.

Requiring a ministerial approval for a use communicates that the community is generally supportive of the use in a certain zoning district, but this support is conditional upon compliance with objective standards intended to minimize negative impacts on proximate uses. This approach gives planning staff an opportunity to review an application before the planning director or zoning administrator issues an "over-the-counter" permit. Often, communities use ministerial approval processes to confirm that a particular application conforms to use-specific standards (see additional standards discussion below).

Permitting a use subject to a discretionary use permit (often referred to as a conditional, special, or special exception use permit) indicates that the community is potentially supportive of the use in a certain zoning district, provided the specific spatial and operational characteristics of the use do not pose compatibility problems. Discretion-

any approval processes involve one or more public hearings before the local legislative body, planning commission, or zoning board renders a final decision on an application. Because the longer approval time frame and a greater degree of uncertainty can discourage some applicants, it is important for communities to reserve discretionary use permissions for locations or circumstances where objective standards are likely to be insufficient to ensure compatibility.

Since a brewpub typically has more in common with a restaurant than a factory, many communities permit brewpubs either by right or with ministerial approval in a wide range of commercial and mixed use districts. Meanwhile, use permissions for microbreweries, microdistilleries, and microwineries vary considerably from place to place. With that said, though, many cities do permit microproduction facilities either by right or with ministerial approval in at least one commercial or mixed use district. Furthermore, it is relatively common to permit microbreweries, microdistilleries, or microwineries by right in more intense commercial or mixed use districts and subject to a discretionary use permit in less intense districts. (See the table on page 6.)

ADDITIONAL STANDARDS

Many contemporary zoning codes limit use permissions with use-specific development or operational standards. By codifying additional standards for specific uses, the community can permit a wider range of uses without relying on discretionary use permits to ensure compatibility. In some cases, use-specific standards apply only in certain zoning districts, while in other cases the standards apply community-wide.

So far, relatively few communities have adopted additional development or operational standards for small-scale alcohol production facilities. Among those that have, the most common provisions relate to outdoor storage, the size of the facility or volume of production, loading and unloading, and proximity either to sensitive uses or to other similar producers.

Outdoor Storage

Perhaps the most prevalent type of additional standards for brewpubs and microproducers are screening requirements or limitations on the amount of space business owners can use to store equipment, production waste, or product. In some cases these standards take

Use Definitions *(continued from page 4)*

- Any place or premises wherein any wines or liquors are manufactured for sale, not to exceed 5,000 gallons per year, generally referred to as a craft, boutique, or artisan distillery. Microdistilleries may or may not include an on-site tasting room, and may or may not operate in conjunction with an on-site restaurant or bar. For operation of an on-site tasting room or in conjunction with an on-site restaurant or bar additional permitting may be required. All relevant federal, state, and local regulations apply, including but not limited to TCA Title 57 and Memphis Code of Ordinances Title 7. For on-site sales by manufacturer compliance with TCA 57-3-204 applies. (Memphis-Shelby County, Tennessee)

Microwinery:

- A combination retail, wholesale, and small-scale artisan manufacturing business that produces and serves wine and food on the premises. (Port Townsend, Washington)
- A facility that produces no more than 100,000 gallons per year of vinous beverages on-site and shall include a tasting room in which guests/customers may sample the product. (Fort Collins, Colorado)
- A small wine producer that does not have its own vineyard, and instead sources its grape production from outside suppliers. Microwineries produce wine for sale on- or off-site. For the purposes of this chapter, a microwinery is limited to a production of no more than 2,000 barrels per year. On-site consumption is not allowed, other than sample tasting by customers shopping on-site. (Glenville, New York)

Microbrewery/microdistillery/microwinery:

- A facility with no more than 3,000 square feet of floor area, for the production and packaging of alcoholic beverages for distribution, retail, or wholesale, on- or off-premises and which meets all alcohol beverage control laws and regulations. (Newport News, Virginia)
- An establishment for the manufacture, blending, fermentation, processing, and packaging of alcoholic beverages with a floor area of 10,000 square feet or less that takes place wholly inside a building. A facility that only provides tasting or retail sale of alcoholic beverages is not a microbrewery, microdistillery, or winery use. (Dallas)
- A facility in which beer, wine, or other alcoholic beverages are brewed, fermented, or distilled for distribution and consumption, and which possesses the appropriate license from the State of Maryland. Tasting rooms for the consumption of on-site produced beer, wine, or distilled products are permitted on the premises. (Denton, Maryland)
- An establishment with a primary use as a table service restaurant where beer, liquor, wine, or other alcoholic beverage is manufactured on the premises in a limited quantity subordinate to the primary table service restaurant use. The gross floor area utilized in a microbrewery, microdistillery, or microwinery for the production of beer, liquor, wine, or other alcoholic beverage shall be no greater than the gross floor area utilized for the associated table service restaurant. A microbrewery, microdistillery, or microwinery may include some off-site distribution of its alcoholic beverages consistent with state law. A tasting room or taproom may exist in a microbrewery, microdistillery, or microwinery where patrons may sample the manufacturer's products. (Wooster, Ohio)

the form of an outright prohibition on outdoor storage.

To illustrate, Covington, Kentucky, flatly prohibits all outdoor equipment and storage for brewpubs and microbreweries (§§6.28.02-03). Meanwhile, Dallas permits microbreweries and microdistilleries to store spent grain outside in silos or containers, provided the storage is screened from view (C51A-4.210(b)(4)(E)(ii)(cc)). And Novi, Michigan, prohibits

all outdoor storage for brewpubs and microbreweries, with the exception of storage in tractor trailers for a period less than 24 hours (§§1501.11.b and 1501.12.b).

The two basic rationales for storage restrictions are aesthetics and public health. Outdoor storage can be an uninviting eyesore, especially in pedestrian-oriented areas. And left unattended, production waste may produce foul odors and attract vermin.

EXAMPLES OF DEFINED USES AND PERMISSIONS

Community	State	2010 Population	Density (pop./square mile)	Defined Uses	Permitted in One or More Mixed Use or Commercial Districts		
					By Right or Ministerial Approval	Subject to Discretionary Use Permit	Subject to Additional Standards
Asheville	NC	83,393	1,856	microbrewery	X	X	§7-16-1(c)(43)
Bismarck	ND	61,272	1,986	brewpub microbrewery	X	X	§14-03-08.4.u
Bloomington	IN	80,405	3,472	brewpub	X		§20.05.089
Burlington	VT	42,417	4,116	microbrewery	X	X	
Columbia	SC	129,272	978	microbrewery	X		§17-290
Covington	KY	40,640	3,079	brewpub microbrewery microdistillery	X	X X	§6.28 §6.28 §6.28
Dallas	TX	1,197,816	3,518	microbrewery/ microdistillery/ winery		X	§51A-4.210(b)(4)
Denton	MD	4,418	837	microbrewery/ microwinery/ microdistillery		X	
Fort Collins	CO	143,986	2,653	microbrewery microdistillery microwinery	X X X	X X X	
Glenville	NY	29,480	580	microbrewery microwinery	X X		
Goodyear	AZ	65,275	341	brewpub microbrewery	X X		§4-2-15 §4-2-16
Memphis-Shelby	TN	646,889	2,053	brew pub microbrewery microdistillery	X X X	X X X	§2.6.3.G §2.6.4.F §2.6.4.F
Missoula	MT	66,788	2,428	microbrewery		X	
Modesto	CA	201,165	5,457	microbrewery	X	X	§10-3.203
Newport News	VA	180,719	2,630	microbrewery/ microdistillery/ microwinery	X		
Novi	MI	55,224	1,825	brewpub microbrewery	X X	X X	§1501.11 §1501.12
Port Townsend	WA	9,113	1,306	microbrewery microdistillery microwinery	X X X	X	
St. Petersburg	FL	244,769	3,964	brewpub microbrewery	X X	X X	§16.50.045 §16.50.045
Wooster	OH	26,119	1,601	microbrewery/ microdistillery/ microwinery	X		

Facility Size or Volume of Production

Some communities use additional standards to restrict the size of the facility, scale of production, or the relationship between the alcohol production facility and collocated food or beverage service. This is most common in codes where the use definition does not stipulate a specific production limit or the nature of the relationship between primary and accessory uses. However, communities can also use this type of operational standard to modify defined limits or relationships in lower-intensity zoning districts.

For example, Asheville, North Carolina, limits microbreweries to 4,000 square feet of floor area in two specific office districts (§17-16-1(c)(43)a.3). Columbia, South Carolina, limits microbrewery production to 1,000 barrels per year in three lower-intensity commercial and mixed use districts (§17-290(2)). And Novi, Michigan, stipulates that no more than 50 percent of the gross floor space in a brewpub shall be used for brewing (§1501.11.e).

Loading and Unloading

A few communities have adopted additional standards stipulating the provision or location of loading spaces or prohibiting deliveries during certain hours. Both of these types of delivery restrictions can help brewpubs and microproducers be better neighbors by minimizing traffic congestion or limiting noise during certain times of the day. Still, it's important to note that in some pedestrian-oriented districts it may be infeasible or undesirable to require dedicated loading spaces due to premiums on space or urban design goals.

As one example, Asheville, North Carolina, stipulates that all microbreweries must have an off-street or alley-accessible loading dock (§17-16-1(c)(43)a.4). Meanwhile, St. Petersburg, Florida, discourages microbrewery access and loading from streets and requires any street-facing loading bays to keep their doors closed at all times, except when actively in use. The city also restricts service truck loading and unloading to the hours between 8 a.m. and 8 p.m., Monday through Saturday, and between 11 a.m. and 7 p.m. on Sundays and national holidays (§§16.50.045.4-6).

Distancing Requirements

A small number of communities have adopted distancing requirements that either limit the proximity of small-scale alcohol production facilities to sensitive uses, such as schools or

churches, or require a minimum separation between similar uses. For the first type of distancing requirement, the rationale is to limit potential spillover effects on properties where children congregate. The rationale for the second type of requirement is to prevent an over-concentration of brewpubs or microproducers in a specific district.

To illustrate, Novi, Michigan, requires microbreweries to be separated from one another by at least 2,500 feet (§1501.12.h). And Bismarck, North Dakota, requires property owner consent as a condition of approval for microbreweries located within 300 feet of a lot line for any school, church, library, or hospital (§14-03-08.4.u.1).

CONCLUSIONS

When localities choose to define and regulate small-scale alcohol production facilities as one or more distinct uses, it allows them to permit these uses in locations that would be inappropriate for major industrial operations. By doing so, communities can set the stage to capitalize on the economic and placemaking benefits of brewpubs and microproducers.

With that said, the preceding discussion only hints at the variety of approaches localities have taken to regulate brewpubs, microbreweries, microdistilleries, and microwineries. Furthermore, a number of communities with thriving craft brewing and distilling scenes, such as Chicago and Portland, Oregon, have yet to single out small-scale alcohol production facilities for special zoning treatment. Others have made a conscious decision to minimize use-based restrictions in favor

of prescriptive standards for the form of development. However, communities that don't thoughtfully consider regulatory alternatives for brewpubs and microproducers run the risk of being caught "flat-footed" by an application for a new facility that may be beneficial to the community but is inconsistent with current zoning.

Finally, as with any significant potential zoning change, it can be helpful to talk to other communities that have taken a similar approach to see what's working and what might need further attention. And, of course it's always important to review both new provisions and the intent behind those provisions with residents, business owners, and other community stakeholders before recommending or taking action.

REFERENCES

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COUNCIL MEMO FORM

9.1

Meeting Date	March 2, 2015
Agenda Section	Ordinances & Resolutions
Item Description	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.
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

Karen George of QCTV will be at the meeting to discuss with the Council the potential transfer of cable television control from Comcast Corporation to Greatland Connections Inc.

FINANCIAL IMPACT

N/a

REQUESTED COUNCIL 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-XXX

**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.**

WHEREAS, the City of Anoka, Minnesota (“City”), is a Minnesota municipal corporation; and

WHEREAS, Comcast of Minnesota, Inc., (“Grantee”) holds a franchise (the “Franchise”) to operate a cable television system (the “System”) in the City pursuant to a franchise ordinance (the “Franchise”); and

WHEREAS, Section 10 of the Anoka Franchise Ordinance requires the City’s prior consent to a fundamental corporate change, including a merger or a change in Grantee’s parent corporation; and

WHEREAS, the City has the authority to administer and enforce the Franchise; and

WHEREAS, after a series of transfers, Comcast of Minnesota, Inc., was approved by the City as the Franchise holder, pursuant to prior transfer resolutions (the “Prior Transfer Resolutions”). The Prior Transfer Resolutions, the Franchise, and the Franchise Settlement Agreement entered by the Quad Cities Cable Communications Commission (“Commission”) on behalf of the City, together with any applicable resolutions, codes, ordinances, acceptances, acknowledgments, guarantees, amendments, memoranda of understanding, social contracts and agreements, are collectively referred to as the “Franchise Documents;” and

WHEREAS, Comcast of Minnesota, Inc., is an indirect, wholly-owned subsidiary of Comcast Corporation (“Comcast”); and

WHEREAS, Comcast, as the ultimate parent corporation of Grantee, has agreed to divest and transfer the Franchise and Cable System to Midwest Cable, Inc., in a process described in the Transfer Application (the “Proposed Transaction”); and

WHEREAS, immediately following the closing of the Proposed Transaction, Midwest Cable, Inc., will be renamed GreatLand Connections, Inc., and, for the purposes of this Resolution, the transfer applicant will be referred to as “GreatLand” throughout; and

WHEREAS, Comcast filed a Federal Communications Commission Form 394 with the City on or about June 18, 2014, together with certain attached materials, which documents more fully describe the Proposed Transaction and which documents, with their attachments, contain certain promises, conditions, representations and warranties (the “Transfer Application”); and

WHEREAS, under the Proposed Transaction, the Franchise and Cable System will stay with Grantee, and its ultimate parent company will be GreatLand; and

WHEREAS, under the Proposed Transaction, the ultimate ownership and control of the Grantee and the System will change requiring the prior written approval of the City; and

WHEREAS, Comcast, through its subsidiaries, provided written responses to some of the data requests issued by the Commission representatives, on the City’s behalf, and directed Commission representatives to publicly filed and available information, and referred Commission representatives to information posted to Comcast Corporation and other websites (the “Data Request Responses”); and

WHEREAS, the Commission reviewed the Transfer Application, considered all applicable and relevant factors, and based on consideration provided for under the Franchise Settlement Agreement, recommends approval of this Resolution; and

WHEREAS, in reliance upon the representations made by and on behalf of Comcast of Minnesota, Inc., Comcast, and GreatLand, to the Commission, and upon the Commission’s recommendation, the City is willing to grant consent to the Proposed Transaction, so long as such representations are complete and accurate; and

WHEREAS, the City’s approval of the Proposed Transaction is therefore appropriate if the Grantee will continue to be responsible for all acts and omissions, known and unknown, under the Franchise Documents and applicable law for all purposes, including (but not limited to) franchise renewal.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ANOKA, MINNESOTA, AS FOLLOWS:

Section 1. The City’s consent to and approval of the Transfer Application is hereby GRANTED in accordance with the Franchise, subject to the following conditions:

- 1.1 Neither the Franchise, nor any control thereof, nor the System, nor any part of the System located in any municipal public rights-of-way in the City or on municipal property, shall be assigned or transferred, in whole or in part, without filing a written application with the City and obtaining prior written approval of such transfer or assignment, but only to the extent required by applicable law and the Franchise.
- 1.2 The City’s approval of the Transfer Application is made without prejudice to, or waiver of, its right to fully investigate and consider during any future franchise renewal process:
 - (i) Grantee’s financial, technical, and legal qualifications; (ii) Grantee’s compliance with

the Franchise Documents, except as set forth in the Franchise Settlement Agreement; and (iii) any other lawful, relevant considerations.

- 1.3 The City's approval of the Transfer Application is made without prejudice to, or waiver of, any right of the City to consider or raise claims based on Grantee's defaults, any failure to provide reasonable service in light of the community's needs, or any failure to comply with the terms and conditions of the Franchise Documents, or with applicable law, except as set forth in the Franchise Settlement Agreement.
- 1.4 Subject to the Franchise Settlement Agreement, the City waives none of its rights with respect to the Grantee's compliance with the terms, conditions, requirements and obligations set forth in the Franchise Documents and in applicable law. The City's approval of the Transfer Application shall in no way be deemed a representation by the City that the Grantee is in compliance with all of its obligations under the Franchise Documents and applicable law.
- 1.5 GreatLand shall provide the Commission with written notification that the Proposed Transaction closed within ten (10) days after the closing. After closing, GreatLand and Grantee will be bound by all the commitments, duties, and obligations, present and continuing, embodied in the Franchise Documents and applicable law. The Proposed Transaction will have no effect on these obligations.
- 1.6 GreatLand shall provide the City with a certificate or certificates of insurance evidencing coverage as required by the Franchise Settlement Agreement and Franchise, and evidence of assignment or replacement of the \$100,000 performance bond required by the Franchise, and evidence of assignment or replacement of the \$25,000 irrevocable and unconditional letter of credit required by the Franchise, all within thirty (30) days after consummation of the Proposed Transaction.
- 1.7 GreatLand shall provide an executed written certification in the form attached hereto within thirty (30) days after consummation of the Proposed Transaction, guarantying the full performance of the Grantee.
- 1.8 GreatLand will comply with any and all conditions or requirements applicable to GreatLand set forth in all approvals granted by federal agencies with respect to the Proposed Transaction and Transfer Application (including any conditions with respect to programming agreements), such conditions or requirements to be exclusively enforced at the federal level.
- 1.9 GreatLand shall provide a written guarantee in the form attached hereto within thirty (30) days of the effective date of this Resolution specifying that subscriber rates and charges in the City will not increase as a result of the costs of the Proposed Transaction.
- 1.10 After the Proposed Transaction is consummated, GreatLand and Grantee will continue to be responsible for all past acts and omissions, known and unknown, under the Franchise Documents and applicable law for all purposes, including (but not limited to) Franchise

renewal to the same extent and in the same manner as before the Proposed Transaction, subject to the terms of the Franchise Settlement Agreement.

- 1.11 Nothing in this Resolution amends or alters the Franchise Documents or any requirements therein in any way, and all provisions of the Franchise Documents remain in full force and effect and are enforceable in accordance with their terms and with applicable law.
- 1.12 The Proposed Transaction shall not permit GreatLand and Grantee to take any position or exercise any right with respect to the Franchise Documents and the relationship thereby established with the City that could not have been exercised prior to the Proposed Transaction.
- 1.13 GreatLand assures that it will cause to be made available adequate financial resources to allow Grantee to meet its obligations under the Franchise Documents, including without limitation operational and customer service requirements.
- 1.14 The City is not waiving any rights it may have to require franchise fee or PEG fee payments on present and future services delivered by GreatLand or its subsidiaries and affiliates via the cable system.
- 1.15 Receipt of any required state and federal approvals and authorizations.
- 1.16 Actual closing of the Proposed Transaction.

Section 2. If any of the conditions or requirements specified in this Resolution are not satisfied, the City's consent to, and approval of, the Transfer Application and Proposed Transaction is hereby DENIED and void as of the date hereof.

Section 3. If any of the written representations made to the Commission or City in the Transfer Application proceeding by (i) Comcast of Minnesota, Inc., (ii) Comcast or (iii) GreatLand, (iv) any subsidiary or representative of the foregoing prove to be materially incomplete, untrue or inaccurate in any material respect, it shall be deemed a material breach of the Franchise Documents and applicable law, and subject to the remedies contained in the Franchise Documents and applicable law.

Section 4. This Resolution shall not be construed to grant or imply the City's consent to any other transfer or assignment of the Franchises or any other transaction that may require the City's consent under the Franchise or applicable law. The City reserves all its rights with regard to any such transactions.

Section 5. This Resolution is a final decision on the Transfer Application within the meaning of 47 U.S.C. § 537.

Section 6. The transfer of control of the Grantee from Comcast to GreatLand shall not take effect until the consummation of the Proposed Transaction.

Section 7. This Resolution shall be effective immediately upon its adoption by the City.

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

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

Attachment 1
Form of Guaranty of Performance

GUARANTY OF PERFORMANCE

GreatLand Connections, Inc., as the ultimate parent entity of Comcast of Minnesota, Inc., the Grantee, upon closing of the proposed transaction (as defined in the Commission Resolution No. _____) certifies that it has sufficient financial resources and will at all times make available all necessary financial resources to ensure that the Grantee has the capability to operate and maintain the System in accordance with the Franchise and applicable laws, regulations codes and standards, and to fully comply at all times with the Franchise, and applicable laws, regulations, codes and standards and guarantees such performance. GreatLand Connections, Inc., agrees that any failure to adhere to this guaranty shall be deemed a violation of the Franchise held by the Grantee.

EXECUTED as of _____.

GreatLand Connections, Inc.

By: _____

Name: _____

Title: _____

Address: _____

Attachment 2
Form of Guaranty Regarding Rates

GUARANTY REGARDING RATES

GreatLand Connections, Inc., upon closing of the proposed transaction (as defined in the Commission Resolution No. _____), guarantees that rates and charges for cable service offered by _____, the Grantee in the City, will not increase as a result of the cost of the proposed transaction. GreatLand Connections, Inc., agrees that any failure to adhere to this guaranty shall be deemed a violation of the Franchise held by the Grantee.

EXECUTED as of _____.

GreatLand Connections, Inc.,

By: _____

Name: _____

Title: _____

Address: _____

MEMORANDUM

DATE: February 23, 2015
TO: City of Anoka City Council
FROM: Quad Cities Cable Communications Commission (“QCCCC”)
RE: Cable Television Franchise Transfer of Ownership

The current cable television franchisee, Comcast, has requested transfer of ownership to GreatLand Connections, Inc. The Quad Cities Cable Communications Commission (“QCCCC”) has reviewed the legal, technical, and financial qualifications of GreatLand Connections, Inc. and recommends approval of the transfer of ownership. The City of Anoka is a member of the QCCCC joint powers organization, and the franchise transfer to GreatLand requires the approval of QCCCC’s member cities.

Background

Comcast and Time Warner seek to merge. To address expected anti-trust concerns, Comcast will divest systems serving approximately 4 million customers nationwide to reduce the merged company’s footprint to 30% or less of US video subscribers. Comcast entered an agreement with Charter Communications to accomplish the divestitures.

Under the agreement, Comcast will sell some systems to Charter, swap systems to consolidate operations in certain geographic areas, and spin-off approximately 2.5 million subscribers/systems, including Comcast’s systems in Minnesota serving more than 550,000 customers, to a newly formed, publicly-traded company, GreatLand. Comcast will not own GreatLand but its shareholders will receive 66% ownership. Charter will hold the remaining 33%. Charter will also directly or indirectly control appointment of 6 of 9 seats on GreatLand’s board and Charter’s CEO, Tom Rutledge, will be the chair.

Charter will provide “customer-facing” services for GreatLand under the terms of a yet-to-be finalized agreement. This includes customer service, billing, marketing, technician deployment, and network engineering and IT services. GreatLand will deliver Charter’s “Spectrum” branded services and video programming packages.

By law, transfer to GreatLand requires the approval of QCCCC’s member cities. Applicable law allows 120 days for review and action, but the deadline has been extended several times by the companies and is March 13, 2015.

Consultants' Financial Report

QCCCC participated in a financial review of GreatLand with other local franchise authorities. The consultants' report argues that divestiture to GreatLand may result in increased operational costs, upward rate pressure, potentially reduced capital resources available for system needs and competition, and possible reductions in customer service quality. These conclusions are based largely on the fact that GreatLand (and Charter) will be encumbered with significant debt, and the fact that GreatLand is expected to pay more for video programming than Comcast. Programming is typically a cable operator's single largest expense.

It is important to note that applicable law does not specify criteria for evaluation of financial qualifications of a cable transferee. The FCC Form 394 itself suggests that, at minimum, the transferee must demonstrate "sufficient net liquid assets on hand or available from committed resources" to consummate the transaction and operate for three (3) months.

GreatLand will incur indebtedness to "pay for" the 2.5 million subscribers, systems and assets Comcast divests. GreatLand's debt amount is currently estimated at \$7.8 billion.

Transfer Consent Conditions and Settlement Agreement

In conjunction with review of the transfer (divestiture) to GreatLand, QCCCC negotiated a settlement agreement and resolution granting conditional consent to the transfer. The terms can generally be divided into consideration or benefits, and conditions to address possible concerns about GreatLand. Most of the consideration/benefits are contained in the proposed settlement, while the resolution contains most of the conditions.

Transfer Resolution. By adopting the resolution, the City of Anoka would consent to transfer to Greatland with conditions including the following:

- Approval does not waive rights regarding any future franchise renewal process or franchise compliance going forward, or retroactively for purposes of renewal.
- Approval is not a representation that the Grantee is in continuing compliance with the franchise or applicable law.
- GreatLand shall provide written notice of closing of the transactions within 10 days after closing, and thereafter GreatLand and the subsidiary franchise-holder will be bound by the franchise and applicable law.

- GreatLand shall provide certificates of insurance evidencing coverage as required by the settlement agreement, and provide evidence of assignment or replacement of the \$100,000 performance bond and \$25,000 irrevocable and unconditional letter of credit required by the franchise within thirty (30) days after closing.
- GreatLand shall provide a guarantee in a specified form ensuring that sufficient financial resources are made available to the franchise-holder to comply with the franchise and applicable law. GreatLand represents and assures adequate financial resources will be available.
- GreatLand is required to comply with conditions or requirements imposed by federal agencies regarding the transactions, provided that enforcement must be at the federal level.
- GreatLand shall provide a written guarantee in a specified form that subscriber rates and charges will not increase as a result of the costs of the transaction.
- The member cities waive no rights to require franchise fee or PEG fee payments on present and future services delivered by GreatLand or its subsidiaries and affiliates via the cable system.

If any conditions or requirements are not satisfied, the approval and consent to the transfer are denied and void. If any written representations made regarding the transfer are materially incomplete, untrue or inaccurate in any material respect, it shall be deemed a material breach of the franchise and applicable law, and subject to franchise remedies and law.

Settlement Agreement. The following summarizes the deal points contained in the settlement which has been approved by the QCCCC:

- The Franchise is extended through August 31, 2020, and are automatically further extended through December 31, 2024 unless the Grantee timely requests, in writing, renewal proceedings.
- Grantee will continue PEG support of 2.5% of gross, plus increased support of \$0.20 per subscriber/per month, and continuation of the annual grant (approx. \$55,000 plus CPI inflator).

- One PEG channel in HD and a second channel added in 12 months. Bill message announcing the HD PEG channel. PEG channel information on the electronic programming guide. Reimburse costs to market up to \$2,500 per channel, and provide bill notices.
- Grantee pays the Commission \$55,619.39 for franchise and PEG fees underpayments.
- Grantee shall reimburse the QCCCC's transaction review costs.
- The Agreement is subject to member city approval of the transfer. The Grantee will reimburse the costs to review the transactions.

Recommendation

The benefits of an extended franchise, continuation of the current strong PEG funding formula coupled with a modest funding increase, and beneficial PEG channel terms coupled with the protections in the consent resolution present an attractive package of terms. QCCCC recommends city approval of the transfer of ownership based on the settlement and the conditions imposed by the consent resolution.

COUNCIL MEMO FORM

9.2

Meeting Date	March 2, 2015
Agenda Section	Ordinances and Resolutions
Item Description	ORD/Sale of 1038 Madison Street (1 st 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 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.

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:

Approve the first reading 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:

Phil Rice, Mayor

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

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>



COUNCIL MEMO FORM

9.3

Meeting Date	March 2, 2015
Agenda Section	Ordinances and Resolutions
Item Description	ORD/ Sale of 1044 Madison Street (1 st 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:

Approve the first reading 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:

Phil Rice, Mayor

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

Amy T. Oehlers, City Clerk

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

PURCHASE AGREEMENT

1044 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 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.

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[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

9.4

Meeting Date	March 2, 2015
Agenda Section	Ordinances and Resolutions
Item Description	ORD/ Sale of 1045 Jefferson Street (1 st 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:

Approve the first reading 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

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

Amy T. Oehlers, City Clerk

	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

9.5

Meeting Date	March 2, 2015
Agenda Section	Ordinances and Resolutions
Item Description	ORD/ Sale of 1051 Jefferson Street (1 st 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:

Approve the first reading 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

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

Amy T. Oehlers, City Clerk

	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

9.6

Meeting Date	March 2, 2015
Agenda Section	Ordinances and Resolutions
Item Description	RES/Purchase of Property at 5 th Avenue and North Street
Submitted By	Erik Thorvig, Economic Development Manager

BACKGROUND INFORMATION:

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 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.

FINANCIAL IMPACT:

The purchase price is \$57,100 which will be funded from the Commuter Rail Transit Village Tax Increment Finance district. The 2015 taxable market value is \$57,100.

COUNCIL REQUESTED ACTION:

Adopt the resolution approving purchase of property at 5th Avenue and North Street



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2015-XX

**A RESOLUTION APPROVING PURCHASE OF REAL PROPERTY
PID 06-31-24-24-0084 (Northeast corner of 5th Avenue and North Street)**

WHEREAS, James Abeler II is the owner of real property in the City of Anoka legally described as:

Lots 7 and 8, Block 10, EXCEPT the East 73 feet thereof, all in Woodbury's Addition to the City of Anoka, Anoka County, Minnesota.

WHEREAS, James Abeler II is interested in selling the real property; and

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

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

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

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

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement ("**Agreement**") is made on _____, 2015, by James J. Abeler II, an individual, Seller, and the City of Anoka, a municipal corporation, 2015 First Avenue North, Anoka, Minnesota, Buyer.

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

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

_____ 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 Fifty-Seven Thousand One Hundred and 00/100 Dollars (\$57,100.00) ("**Purchase Price**") which Buyer shall pay as follows: Earnest money of One Thousand and no/100 Dollars (\$1,000), the receipt and sufficiency of which is hereby acknowledged and the remaining Fifty Six Thousand One Hundred and no/100 Dollars (\$56,100) paid after a reasonable time for Buyer to examine title as set forth in Section 16 of this Agreement, and on a mutually agreed upon date, no later than sixty days after execution of the Agreement. ("**DATE OF CLOSING**")

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

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

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

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

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

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

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

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

7. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS. Real estate taxes due and payable in and for the year of closing shall be paid by the Buyer.

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 requested by the Buyer after a walkthrough by both parties is completed, before possession date. Buyer shall have the right to have inspections of the Property conducted prior to closing, including soil and engineering tests which may be conducted at Buyer's election and expense.

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

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

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

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

13. BROKERAGE. Buyer and Seller represent that neither party is represented by a real estate agent or broker nor no brokerage commissions are due any third parties as a result of this transaction.

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

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

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

A. Seller's Title Evidence. Seller shall furnish to Buyer a commitment ("Title Commitment") for an ALTA form Owner's Policy of Title Insurance, certified to date to include proper searches covering

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

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

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

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

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

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

18. REPRESENTATIONS AND WARRANTIES REGARDING

ENVIRONMENTAL LAWS. The Seller represents and warrants:

- A. That to the best of Seller's knowledge, ~~neither the Seller nor any prior owner of the Property has not~~ used the Property in violation of currently applicable Federal, State or local environmental laws.
- B. That Seller has not received any notice from a governmental agency for violation of environmental laws.
- C. That if notice of violation of any environmental laws is received from a governmental agency by Seller prior to the DATE OF CLOSING, Seller shall immediately notify Buyer.
- ~~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 18, including the right to conduct a Phase I and/or Phase II environmental audit of the Property in Buyer’s discretion and at Buyer’s expense. Seller shall provide Buyer with a copy of any Phase I and Phase II environmental audit report obtained by Seller.
- I. That the representations and warranties contained in this Section 18 shall survive the delivery of the deed.

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

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

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

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

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

24. SUCCESSORS OR ASSIGNS. The terms, conditions, covenants, and agreements of this Agreement extend to and are binding upon Seller, Buyer, and their respective

heirs, administrators, executors, legal representatives and permitted successors, subtenants, and assigns, if any, and upon any person or entity coming into ownership or possession of any interest in the Property by operation of law or otherwise.

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

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

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

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

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

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

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

SELLER:
JAMES J. ABELER II

By: _____

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

BUYER:
THE CITY OF ANOKA

By: _____
Phil Rice, Mayor

By: _____
Amy Oehlers, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 7 and 9, Block 10, EXCEPT the East 73 feet thereof, all in Woodbury's Addition to the City of Anoka, Anoka County, Minnesota.



Property Purchase



Aerial Photo: Flown Spring of 2014



Site #8 - Office / Flex Uses

Site Description

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

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

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



Site Summary Table:

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

Site Principles:

Building Height & Placement

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

Access, Parking & Circulation

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

Landscaping & Screening

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



Site Location



Two story office / flex use.



Parking located behind building toward Highway 10.



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

COUNCIL MEMO FORM

9.7

Meeting Date	March 2, 2015
Agenda Section	Ordinances and Resolutions
Item Description	2014 Budget Amendments and Rollovers to 2015
Submitted By	Lori Yager, Finance

BACKGROUND INFORMATION:

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 attached resolution describes the proposed amendments to the 2014 budget and the 2015 budget respectively.

FINANCIAL IMPACT

The attached 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.

COUNCIL ACTION REQUESTED:

Adopt the attached resolution amending the 2014 and 2015 budgets.



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 AUTHORIZING REVISION OF
2014 BUDGET OF VARIOUS DEPARTMENTS AND CARRYOVER TO 2015**

WHEREAS, Resolution No. 2013-147 appropriated funds for personal services, supplies, other expenses and capital outlay for each department of the City for the year 2014; and

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

WHEREAS, the City Manager has requested a revision of the 2014 and 2015 budget revenues and appropriations in accordance with charter provisions.

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

- 1. That the **2014 revenues** for the following budgets be revised as follows:

General Fund AMRTC Services	\$	100,000	Increase	Additional services
Walker Parking Fund	\$	400	Increase	Additional interest
Lodging Tax Fund	\$	5,700	Increase	Additional revenue

- 2. That the **2014 appropriations** for the following budgets be revised as follows:

General Fund Planning	\$	(10,000)	Decrease	Reallocate time
General Fund Municipal Bldg Maint.	\$	5,000	Increase	Utility costs
General Fund General Maintenance	\$	30,000	Increase	Additional time
General Fund State Hospital Security	\$	100,000	Increase	Additional services
General Fund Technical College Security	\$	(5,000)	Increase	Reallocate to HS sec
General Fund High School Security	\$	5,000	Increase	
General Fund Property Inspections	\$	(10,000)	Decrease	Reallocate time
General Fund Engineering	\$	25,000	Increase	Overlap Tech. Pos.
General Fund Streets	\$	(60,000)	Decrease	Less time /maint.
General Fund Community Programs	\$	5,000	Increase	Additional time
General Fund Playground & Ballfields	\$	25,000	Increase	Docks
General Fund Aquatic Center	\$	(10,000)	Decrease	Reduced time/supply
General Fund Senior Center	\$	5,000	Increase	Activities
General Fund Skating Rinks	\$	30,000	Increase	Longer season
General Fund Shade Tree Beautification	\$	(30,000)	Decrease	Reduced costs

General Fund Community & Economic Dev	\$ 20,000	Increase	Additional time
General Fund Contingency	\$ (25,000)	Decrease	Move to Parks - docks
Cemetery Fund	\$ (50,000)	Decrease	Columbarium
Cemetery Fund	\$ (14,000)	Decrease	Storage bldg repair
Walker Parking Fund	\$ 400	Increase	Maintenance
City Parking Fund	\$ (38,000)	Decrease	Security camera's
Lodging Fund	\$ 6,100	Increase	Fund distributions
State Aid Fund	\$ (365,950)	Decrease	Thurston completion
Park Dedication Fund	\$ (173,000)	Decrease	Nature preserve
Park Capital Fund	\$ (850,000)	Decrease	Mississippi Trail
Park Capital Fund	\$ (459,000)	Decrease	Kings Island
Enterprise Park TIF District Fund	\$ 200,000	Increase	Woodbury house
Enterprise Park TIF District Fund	\$ 1,140,000	Increase	Debt refunding
Electric Fund	\$ (255,000)	Decrease	Garfield completion
Electric Fund	\$ 255,000	Decrease	Asset clearing
Liquor Fund	\$ (80,000)	Decrease	East Store roof
Liquor Fund	\$ 80,000	Decrease	Asset clearing
TOTAL CHANGE 2014	\$ (503,450)	Decrease	

3. That the **2015 appropriations** for the following budgets be revised as follows from incomplete projects of 2014:

Cemetery Fund	\$ 50,000	Increase	Columbarium
Cemetery Fund	\$ 14,000	Increase	Storage bldg repair
City Parking Fund	\$ 38,000	Increase	Security camera's
State Aid Fund	\$ 365,950	Increase	Thurston completion
Park Dedication Fund	\$ 173,000	Increase	Nature Preserve
Park Capital Fund	\$ 850,000	Increase	Mississippi Trail
Park Capital Fund	\$ 459,000	Increase	Kings Island
Electric Fund	\$ 255,000	Increase	Garfield completion
Electric Fund	\$ (255,000)	Increase	Asset clearing
Liquor Fund	\$ 80,000	Increase	East Store roof
Liquor Fund	\$ (80,000)	Increase	Asset clearing
TOTAL CHANGE 2015	\$ 1,949,950	Increase	

4. That the City Manager and Finance Director bring into effect the provisions of this resolution.

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

ATTEST:

Timothy J. Cruikshank, City Manager

Phil Rice, Mayor

COUNCIL MEMO FORM

9.8

Meeting Date	March 2, 2015
Agenda Section	Ordinances and Resolutions
Item Description	Accepting Donations and Contributions in 2014
Submitted By	Lori Yager, Finance

BACKGROUND INFORMATION:

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. Attached is a list of donations received in 2014 with their purposes specified.

FINANCIAL IMPACT

Additional revenues can help offset costs of the City and provide funding for specific needs.

COUNCIL ACTION REQUESTED:

Approve resolution accepting donations and contributions for 2014.



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

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2015-XXX

**A RESOLUTION ACCEPTING DONATIONS RECEIVED
BY THE CITY OF ANOKA IN 2014**

WHEREAS, Minnesota Statutes Section 465.03 provides that donations to the City be accepted by resolution of the City of Council; and

WHEREAS, the City of Anoka received donations in the year 2014 from various individuals and organizations as itemized on Exhibit A, attached hereto.

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

That the donations on the attached Exhibit A are accepted in accordance with the terms prescribed by the donors.

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

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

EXHIBIT A

Contributor	Amount	Purpose
Alter Metal Recycling	\$ 500.00	Fireworks
Anoka American Legion	\$ 500.00	Fireworks
Anoka Lions Club	\$ 500.00	Fireworks
Anoka Masonic Lodge #30	\$ 150.00	Fireworks
Border Lines Pavement	\$ 50.00	Fireworks
Creative Shears	\$ 25.00	Fireworks
Curbow, Shirley, Champlin	\$ 25.00	Fireworks
Curves of Anoka	\$ 100.00	Fireworks
Environmental Property Audits, Inc.	\$ 25.00	Fireworks
Fifth Avenue Dental	\$ 25.00	Fireworks
First Time Auto Sales, LLC	\$ 200.00	Fireworks
Goodrich Pharmacy	\$ 50.00	Fireworks
Gould's Diamonds & Jewlery, 7 th & Main	\$ 100.00	Fireworks
Hicken Scott	\$ 50.00	Fireworks
Homestead of Anoka, Volunteers of Am	\$ 250.00	Fireworks
Interstate Disposal Container Service	\$ 20.00	Fireworks
K-9 Kutters of Andover, Inc.	\$ 10.00	Fireworks
Local Oil Dist. (Super Amer. West Main)	\$ 100.00	Fireworks
Mussell, Richard	\$ 100.00	Fireworks
Poly-Cam, Inc.	\$ 1,000.00	Fireworks
Reynolds Music & Consignment Ctr	\$ 100.00	Fireworks
Scott Rogers Construction LLC	\$ 25.00	Fireworks
Skogquist, Erik& Amanda	\$ 25.00	Fireworks
Subway Downtown Anoka	\$ 100.00	Fireworks
Supply Chain Solutions Inc.	\$ 50.00	Fireworks
Terry Overacker Plumbing Inc	\$ 100.00	Fireworks
TNB Holdings, Inc.	\$ 150.00	Fireworks
Total for Fireworks	\$ 4,330.00	
Bonnell Family	\$ 1,961.82	Parks memorial
Chamber Riverfest	\$ 1,310.00	Parks
Car Show/Wrestling Alumni	\$ 1,200.00	Youth First/Alexandra
Friends of Fridley	\$ 250.00	Senior Center
Lewis, Barbara	\$ 50.00	Senior Center
Mootz, Arlene	\$ 50.00	Senior Center
MN Metro North Tourism	\$ 3,528.00	Hometown Holiday
Pump Tech	\$ 2,500.00	Community Gardens
Oie, Linda & Tim	\$ 250.00	Senior Center
TCF Bank	\$ 260.00	Police
US Canine Association	\$ 2,282.58	Police
Weaver, Jeff	\$ 25.00	Council
Total Other Donations	\$ 13,667.40	
Better Values Liquor	3 kegs of rootbeer	Fireworks
Kemps Ice Cream	54 gallons of ice cream	Mayors Ice Cream Social

COUNCIL MEMO FORM

12.1

Meeting Date	March 2, 2015
Agenda Section	Updates & Reports
Item Description	Tentative Agendas
Submitted By	Amy Oehlers, City Clerk

BACKGROUND INFORMATION

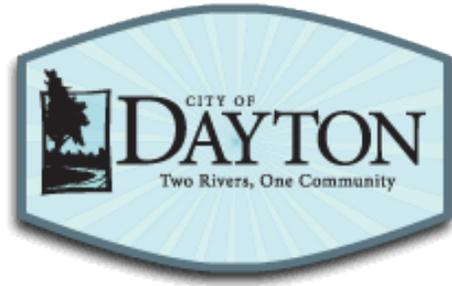
Attached are the tentative agenda(s) for future meeting(s).

FINANCIAL IMPACT

None.

COUNCIL ACTION REQUESTED

Request Council review and discuss upcoming agenda(s).



JOINT CITY COUNCIL MEETING CITY OF ANOKA & CITY OF DAYTON

Monday, March 9, 2015

**Location: Green Haven Event Center
2800 Greenhaven Road, Anoka**

5:30 p.m. Social Hour

6:00 p.m. Dinner

6:30 p.m. Meeting

MEETING AGENDA

- 1. CALL TO ORDER**
- 2. INTRODUCTIONS**
- 3. DISCUSSION & UPDATES**
 1. MRCCA River Rules
 2. No Wake Zone
 3. River Crossing
- 4. OTHER ITEMS/COUNCILMEMBERS COMMENTS**
- 5. ADJOURN**



City Council - Worksession
Monday, March 16, 2015 - 5:00 p.m.
Council Worksession Room
(meeting will not be cablecast)

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **COUNCIL BUSINESS and/or DISCUSSION ITEMS**
 - 3.1 Update; Hwy 10, Fair oak Connection, Riverdale Extension & Green Haven Parkway.
 - 3.2 Discussion; Entrance Monuments.
 - 3.3 Discussion; Traffic Sign Maintenance Policy.
4. **ADJOURNMENT**



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

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **COUNCIL MINUTES**

3.1 March 2, 2015 Regular Mtg.

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

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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.

7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**

7.1 Planning Commission:
7.1.A RES/Conditional Use Permit; 306 W Main St.

8. **PETITIONS, REQUESTS & COMMUNICATION**

9. ORDINANCES & RESOLUTIONS

- 9.1 RES/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/2015 SRP; Monroe St - Approve Bids, Award a Construction Contract.
- 9.3 RES/2015 SRP; Slab Town - Approve Bids, Award a Construction Contract.
- 9.4 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/Consideration of an LG214 Gambling Premise Permit at Q-Bitez, 3507 Round Lk Blvd.
- 9.14 RES/Final Plat; Rum River Shores North.
- 9.15 ORD/Rezoning; Rum River Shores North (2nd reading)

10. UNFINISHED BUSINESSES

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

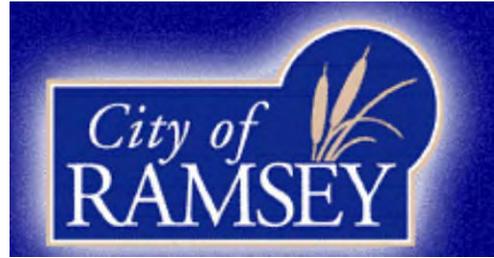


City Council - Regular Meeting Monday, April 6, 2015 - 7:00 p.m. Council Chambers

(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.*

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 5. **PUBLIC HEARING(S)**
 - 5.1
 6. **CONSENT AGENDA**
 - 6.1 Verified Bills.
 - 6.2 Revising & Setting Council Calendars.
 7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
 - 7.1 Planning Commission:
 8. **PETITIONS, REQUESTS & COMMUNICATION**
 9. **ORDINANCES & RESOLUTIONS**
 - 9.1 ORD/Amending Chpt 6, Alcoholic Beverages; Relating to Microbreweries, Taprooms, etc.
(1st Reading)
 10. **UNFINISHED BUSINESSES**
 11. **NEW BUSINESS**
 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.*

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 5. **PUBLIC HEARING(S)**
 - 5.1
 6. **CONSENT AGENDA**
 - 6.1 Verified Bills.
 - 6.2 Revising & Setting Council Calendars.
 7. **REPORTS OF OFFICERS, BOARDS & COMMISSIONS**
 - 7.1 Waste Reduction & Recycling Board; Annual Report.
 8. **PETITIONS, REQUESTS & COMMUNICATION**
 9. **ORDINANCES & RESOLUTIONS**
 - 9.1 ORD/Amending Chpt 6, Alcoholic Beverages; Relating to Microbreweries, Taprooms, etc. (2nd Reading)
 10. **UNFINISHED BUSINESSES**
 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.
4. **ADJOURNMENT**