Council Work Session - 6:30 p.m.

CITY COUNCIL AGENDA

Monday, August 5, 2024
7:00 p.m.
Coon Rapids City Center
Council Chambers

Call to Order

Pledge of Allegiance

Roll Call

Adopt Agenda

Proclamations/Presentations

Approval of Minutes of Previous Meeting

1. Approve Minutes of July 23, 2024

Consent Agenda

2. Approve Access Agreement with Hobs Excavating Inc. for MK Business Park Floodplain Mitigation

3. Approve Temporary On-Sale Strong Beer & Wine Liquor License to Coon Rapids North Star Lions for MMSA Softball Tournament at Sand Creek Park

4. Receive Mid-Year Gambling Expenditure Report

Public Hearing

5. Conduct Public Hearing and Consider Adoption of Ordinance 2312 Comcast Cable Television Franchise

Bid Openings and Contract Awards

6. Consider Resolution 24-6(9) Awarding Contract for the Coon Creek Regional Trail Pedestrian Bridge over Coon Rapids Boulevard, Project 24-6

Old Business

7. PC 24-9, Consider Adoption of Ordinance No. 2308, Rezoning 10701 Butternut St NW, September Son Architecture, LLC

New Business

8. PC 24-20, Consider an Amendment to PUD for the Wedgewood Apts, Kleinman Realty Co., 10313 Hanson Blvd

9. PC 24-12 Consider Site Plan, Holly Street Industrial, 9255 Holly St. NW, JHM Medical Park LLC

10. PC 24-18, Consider a Commercial Tower Application for New Temporary & Permanent Wireless Tower, City of Coon Rapids, 11316 Foley Blvd NW

11. Consider Joint Powers Agreement with Anoka County for Construction and Maintenance of Coon Creek Regional Trail Pedestrian Bridge, Project 24-6

12. Consider Letter of Engagement for Coon Creek Regional Trail Pedestrian Bridge Construction Phase Services (Project 24-6)

13. Consider Joint Powers Agreement with Anoka County Parks for Water and Sanitary Sewer Service

14. Consider Joint Powers Agreement with the City of Andover for the Provision and Maintenance of Certain Sanitary Sewer and Watermain Services

15. Consider Final Design Services Agreement for Project 18-14, TH 610/East River Road Interchange

16. Consider Agreements and Resolution 24-76 Budget Amendment for Project 24-21, Miscellaneous Compost

Open Mic/Public Comment

17. Allen Butler Open Mic Comment

Reports on Previous Open Mic

Other Business

Adjourn

City Council Regular **1.**

Meeting Date: 08/05/2024

Subject: Approve Minutes of July 23, 2024

From: Joan Lenzmeier, City Clerk

INTRODUCTION

Approval of Minutes of Previous Meeting

DISCUSSION

RECOMMENDATION

Attachments

July 23, 2024

UNAPPROVED

COON RAPIDS CITY COUNCIL MEETING MINUTES OF JULY 23, 2024

CALL TO ORDER

The second regular meeting of the Coon Rapids City Council for the month of July was called to order by Mayor Jerry Koch at 7:00 p.m. on Tuesday, July 23, 2024, in the Council Chambers.

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Koch led the Council in the Pledge of Allegiance.

ROLL CALL

Members Present: Mayor Jerry Koch, Councilmembers Brad Greskowiak, Kari Rehrauer, Sean Novack, Jennifer Geisler, Brian Armstrong, and Pat Carlson

Members Absent: None

ADOPT AGENDA

MOTION BY COUNCILMEMBER CARLSON, SECONDED BY COUNCILMEMBER NOVACK, TO ADOPT THE AGENDA AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

PROCLAMATIONS/PRESENTATIONS

1. OATHS OF OFFICE FOR POLICE SERGEANT AND POLICE OFFICERS

Police Chief Steiner explained Tyler Sinclair was recently promoted to Police Sergeant. Cory Lindsholm and Kamaludin Ali are new police officers serving the citizens of Coon Rapids.

Mayor Koch administered the Oaths of Office to Sergeant Tyler Sinclair, Officer Cory Lindsholm, and Officer Kamaludin Ali.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

2. JULY 9, 2024, COUNCIL MEETING

MOTION BY COUNCILMEMBER NOVACK, SECONDED BY COUNCILMEMBER CARLSON, FOR APPROVAL OF THE MINUTES OF THE JULY 9, 2024, COUNCIL

MEETING. THE MOTION PASSED UNANIMOUSLY.

CONSENT AGENDA/INFORMATIONAL BUSINESS

None.

PUBLIC HEARING

None.

BID OPENINGS AND CONTRACT AWARDS

3. CONSIDER CONSTRUCTION CONTRACT FOR 2024 STORM DRAINAGE REPAIRS, PROJECT 24-4

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER ARMSTRONG, TO APPROVE THE CONSTRUCTION CONTRACT WITH NEW LOOK CONTRACTING FOR STORM DRAINAGE REPAIRS, AND AUTHORIZE STAFF TO EXECUTE THE AGREEMENT. THE MOTION PASSED UNANIMOUSLY.

OLD BUSINESS

4. CONSIDER ADOPTION OF ORDINANCE 2309 RESTRICTING PARKING ON PORTIONS ON 111TH AVENUE AND CREEK MEADOW DRIVE

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER CARLSON, SECONDED BY COUNCILMEMBER NOVACK, TO ADOPT ORDINANCE 2309 RESTRICTING PARKING ON PORTIONS ON 111TH AVENUE AND CREEK MEADOW DRIVE BETWEEN HANSON BOULEVARD AND ROBINSON DRIVE.

Councilmember Novack agreed the measure makes sense.

THE MOTION PASSED UNANIMOUSLY.

5. CONSIDER ADOPTION OF ORDINANCE 2310, AN ORDINANCE ESTABLISHING MORATORIUM ON CANNABIS BUSINESSES

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER NOVACK, TO TABLE ORDINANCE 2310, AN ORDINANCE ESTABLISHING A MORATORIUM ON CANNABIS BUSINESSES IN THE CITY UNTIL LATER ON IN THE MEETING. THE MOTION PASSED UNANIMOUSLY.

6. PLANNING CASE 24-10, CONSIDER ADOPTION OF ORDINANCE 2311, REZONING 9050 EAST RIVER RD NW, HARSTAD HILLS, INC.

The Staff report was shared with Council.

Councilmember Novack pointed out it is a good use of the space, and the City needs more housing.

MOTION BY COUNCILMEMBER REHRAUER, SECONDED BY COUNCILMEMBER GEISLER, IN PLANNING CASE 24-10, TO ADOPT ORDINANCE 2311 AND APPROVE THE PROPOSED REZONING BASED ON THE FOLLOWING FINDINGS:

1. THE PROPOSED REZONING WOULD NOT HAVE AN ADVERSE IMPACT ON THE SURROUNDING AREA.
2. THE PROPOSED REZONING IS COMPATIBLE WITH ADJACENT LAND USES AND ZONING.
3. THE PROPOSED REZONING IS CONSISTENT WITH FUTURE LAND USE GUIDANCE AND POLICIES OF THE 2040 COMPREHENSIVE PLAN.

Councilmember Geisler noted her agreement with Councilmember Novack.

THE MOTION PASSED UNANIMOUSLY.

7. PLANNING CASE 24-9, CONSIDER ADOPTION OF ORDINANCE 2308, REZONING 10701 BUTTERNUT ST NW, SEPTEMBER SON ARCHITECTURE, LLC

The Staff report was shared with Council.

Councilmember Novack noted the setup is similar to the one at the Recycling Center. He asked how effective it is. City Engineer Mark Hansen noted it is similar to the Compost Center, and he has never heard of an issue with traffic near the Compost Center.

Mayor Koch stated a median is needed for the project to work, but it would impact other businesses. The owner has a right to develop the site.

Councilmember Rehrauer asked about the likelihood of a successful median. Mr. Hansen stated

the driveway access would have to be shifted closer to University.

Councilmember Novack asked if there has been discussion with the County about an exit onto University. Mr. Hansen stated the County had previously denied any exit onto University.

Mayor Koch added the developer doesn't want access from University due to the speed.

Councilmember Novack asked how much the entrance would need to move toward University. Mr. Hansen stated shifting the driveway closer to University would impact the proposed ponding system. The other direction would impact the green space.

Councilmember Carlson pointed out his biggest concern is the traffic impact on Butternut. The ideal design would allow for plowing and support other businesses. He stated he cannot support the proposal.

Councilmember Geisler stated a site plan would answer a lot of questions for the Council. She added it is irresponsible to rezone the site without considering other projects that could use the new zoning. The site plan as presented isn't good enough to allow the City to blindly rezone the site.

Senior Planner Max Pattsner explained infill projects are difficult, and all parties want minimal traffic on Butternut. However, any efforts to reduce traffic come with other compromises.

Councilmember Geisler noted she wants to work together to find a use that fits the site. She encouraged the developer to look for a use that better fits the existing access options.

Mayor Koch stated the City wouldn't want parking on University other. Mr. Pattsner stated the setbacks from University for parking are much larger which makes the site harder to arrange.

Councilmember Rehrauer noted an office use could increase traffic even more than a residential use. However, the proposal isn't the right fit as is.

City Manager Stemwedel asked what the timeline is for the Council to approve the item. Mr. Pattsner stated he doesn't know the timeline.

Community Development Director Matt Brown stated the 60-day review period expires on August 6, 2024 which is the day after the next Council meeting. Mr. Stemwedel recommended the Council table the item.

Councilmember Geisler encouraged the applicant to think more broadly such as coordinating with other businesses to move driveways, changing the right of way on the property, or acquiring additional property.

Councilmember Greskowiak noted his agreement with Councilmember Geisler. He pointed out he isn't opposed to a residential use, but it is not a good fit as proposed. Butternut was not designed to handle such a large development.

MOTION BY COUNCILMEMBER NOVACK, SECONDED BY COUNCILMEMBER GEISLER, IN PLANNING CASE 24-9, TO TABLE ORDINANCE NO. 2308 REZONING THE SUBJECT PROPERTY FROM OFFICE TO MODERATE DENSITY RESIDENTIAL TO THE AUGUST 5, 2024 MEETING. THE MOTION PASSED UNANIMOUSLY.

5. CONSIDER ADOPTION OF ORDINANCE 2310, AN ORDINANCE ESTABLISHING MORATORIUM ON CANNABIS BUSINESSES

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER NOVACK, TO REMOVE ORDINANCE 2310, AN ORDINANCE ESTABLISHING A MORATORIUM ON CANNABIS BUSINESSES IN THE CITY FROM THE TABLE. THE MOTION PASSED UNANIMOUSLY.

Mayor Koch opened and closed the public hearing at 7:50 p.m. as no one wished to address the Council.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER NOVACK, TO ADOPT ORDINANCE 2310, AN ORDINANCE ESTABLISHING A MORATORIUM ON CANNABIS BUSINESSES IN THE CITY.

Councilmember Greskowiak asked if the term of the moratorium is included. Mayor Koch stated it is until January 1, 2025.

Councilmember Rehrauer pointed out this measure ensures the City has the time to assess their options and make appropriate regulations.

THE MOTION PASSED UNANIMOUSLY.

NEW BUSINESS

8. APPROVE AGREEMENT WITH ANOKA-RAMSEY COMMUNITY COLLEGE FOR SECURITY CONTRACT

The Staff report was shared with Council.

Councilmember Rehrauer noted her support for the item.

MOTION BY COUNCILMEMBER REHRAUER, SECONDED BY COUNCILMEMBER GEISLER, TO AUTHORIZE THE MAYOR AND THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE OF MINNESOTA AND ANOKA-RAMSEY COMMUNITY COLLEGE TO PROVIDE SECURITY SERVICES FOR 2024-2025.

Councilmember Carlson pointed out Coon Rapids has had the contract for a number of years. It is great visibility for the Police Department and also a benefit to the Community College.

Councilmember Armstrong noted his agreement with Councilmember Carlson. He noted he did the same patrols for a number of years and shared examples of the positive impact of the partnership.

THE MOTION PASSED UNANIMOUSLY.

9. PLANNING CASE 24-11, CONSIDER PRELIMINARY PLAT FOR CARDINAL CREST, 9050 EAST RIVER RD NW, HARSTAD HILLS, INC.

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER REHRAUER, IN PLANNING CASE 24-11, TO APPROVE THE PRELIMINARY PLAT WITH THE FOLLOWING CONDITIONS:

1. ALL ENGINEERING COMMENTS BE ADDRESSED.
2. ALL COMMENTS FROM THE ANOKA COUNTY HIGHWAY DEPARTMENT BE ADDRESSED.
3. A PARK DEDICATION FEE OF $22,7700 ($2,070 PER LOT FOR 11 LOTS) BE PAID PRIOR TO RELEASING THE PLAT FOR RECORDING.
4. AT LEAST ONE STREET TREE IS REQUIRED TO BE PLANTED ON EACH LOT AT THE TIME OF ISSUING A BUILDING PERMIT.
5. A DEVELOPER'S AGREEMENT (DA) BETWEEN THE APPLICANT AND THE CITY WILL NEED TO BE PROVIDED AND EXECUTED BEFORE RELEASING THE PLAT FOR RECORDING.

Martin Harstad, developer on the project, introduced himself to the Council. He asked if they will pay the park dedication fees for 10 or 11 lots. Mr. Brown stated it needs to be collected for all 11 lots due to the timing of ordinance being passed.

Mayor Koch asked when the development would start. Mr. Harstad noted they will import soil to allow for full basements. The start date depends on the market and impacts of the election.

Mr. Harstad added they hope to coordinate the sewer work for minimal impact on residents.

THE MOTION PASSED UNANIMOUSLY.

10. CONSIDER INTRODUCTION OF ORDINANCE FOR COMCAST CABLE TELEVISION FRANCHISE AGREEMENT AND ORDER PUBLIC HEARING

The Staff report was shared with Council.

THE COUNCIL CONSIDERED THE COMCAST CABLE FRANCHISE ORDINANCE AS INTRODUCED.

MOTION BY COUNCILMEMBER CARLSON, SECONDED BY COUNCILMEMBER REHRAUER, TO ORDER A PUBLIC HEARING TO BE HELD ON AUGUST 5, 2024 AT 7:00 PM. THE MOTION PASSED UNANIMOUSLY.

OPEN MIC/PUBLIC COMMENT

Mayor Koch reviewed the rules of order for the Open Mic/Public Comment portion of the meeting.

REPORTS ON PREVIOUS OPEN MIC

None.

OTHER BUSINESS

Mayor Koch asked if the deadline to request visits for Night to Unite has passed. Chief Steiner confirmed the deadline has passed, but they continue to receive requests. The Police Department will do their best to accommodate all requests.

Councilmember Geisler pointed out the Farmer's Market is every Wednesday. The Summer Concert Series is Thursday nights. Saturday, July 27, 2024 will be a self-guided garden tour hosted by the Sustainability Commission. The Shredding Event at the Recycling Center will be August 3, 2024.

Mayor Koch noted the next meeting will be Monday, August 5, 2024 to accommodate Night to Unite on that Tuesday.

ADJOURN

MOTION BY COUNCILMEMBER NOVACK, SECONDED BY COUNCILMEMBER REHRAUER, TO ADJOURN THE MEETING AT 8:06 P.M. THE MOTION PASSED UNANIMOUSLY.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

City Council Regular **2.**

Meeting Date: 08/05/2024

Subject: Approve Access Agreement with Hobs Excavating Inc. for MK Business Park Floodplain Mitigation

Submitted For: Mark Hansen, City Engineer

From: Amanda Romano, Administrative Assistant II

INTRODUCTION

Council is asked to consider an access agreement to temporarily allow Hobs Excavating Inc., the excavation contractor on the recently constructed Take 5 Oil Change/Shine Car Wash development located at 11825/11851 Hanson Boulevard, to use a portion of the City-owned Lions Coon Creek Park.

DISCUSSION

Following completion of the Take 5 Oil Change/Shine Car Wash development, it was determined that additional excavation is required to conform with the grading plan and meet City and Watershed requirements for floodplain mitigation. The approved grading plan for this development project included placement of fill material within the FEMA and Watershed defined floodplain boundary along Coon Creek, which was to be offset by an equal amount of excavation on the north side of the development site. The excavation work did not occur with the original site improvements and is thus required to be done at this time.

The developer's excavation contractor, Hobs Excavating Inc., has requested access to the floodplain mitigation area via the City-owned Lions Coon Creek Park parking lot. The agreement defines the terms of use for access to complete the required floodplain mitigation. Along with the signed agreement, Hobs Excavating Inc. is required to provide a restoration bond and certificate of insurance for the work. The owner of the Take 5 Oil Change property has provided the City with written authorization for the floodplain mitigation work to be completed on its property, which is scheduled to take place in August.

RECOMMENDATION

Staff requests Council approval of the proposed access agreement with Hobs Excavating, Inc. for temporary use of Lions Coon Creek Park to access the north side of Take 5 Oil Change/Shine Car Wash development to complete required floodplain mitigation.

BUDGET IMPACT:

There is no City financial contribution to this project.

Attachments

Hobs Excavating Access Agreement

Exhibit A

Exhibit B

ACCESS AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between HOBS EXCAVATING INC, hereinafter referred to as "Contractor" and the City of Coon Rapids, a Municipal Corporation, hereinafter referred to as "City."

WITNESSETH:

The MK Business Park Plat and project is responsible to perform floodplain mitigation associated with properties located at 11825 and 11851 Hanson Boulevard as part of the grading and development site plans approved by the City and the Coon Creek Watershed District. The floodplain mitigation requires tree removals, excavation and removal of earthen embankment material from the project site, and restoration of the floodplain mitigation area with turf seed (the "Project"). Hobs Excavating Inc (the "Contractor") has been retained to perform the required floodplain mitigation. The Contractor has requested use of a portion of the City owned Lions Coon Creek Park south parking lot located at 1664 119th Avenue NW (the "Property") for temporary access to the north side of 11851 Hanson Boulevard where the Project is to take place. The temporary access shall be limited to the area shown on Exhibit A. No temporary storage of removed vegetation or earthen embankment materials shall be allowed at any time on City property.

To expedite and assist with the Project, the City has agreed to allow the Contractor to access 11851 Hanson Boulevard via the Lions Coon Creek Park south parking lot as represented in Exhibit A. In exchange, the Contractor shall coordinate its work with the City.

NOW, THEREFORE, the undersigned City and Contractor hereto agree as follows:

1. City hereby grants to the Contractor and agents, the right to use the south parking lot at 1664 119th Avenue NW for access to 11851 Hanson Boulevard as represented on Exhibit A. No more than three (3) parking stalls shall be allowed at any one time

for temporary use/access by the Contractor. Right to access is contingent on the Contractor accessing the site only between the hours of 7:00 a.m. and 7:00 p.m. Monday thru Friday. Access shall not be allowed on Saturdays and Sundays. No overnight storage or equipment parking shall be allowed on the parking lot surface.

2. Material storage shall not be allowed on City property. Earthen embankment material temporarily stored on private property shall be properly stabilized per the terms of the Coon Creek Watershed District permits applicable to the development sites.

3. The Contractor shall not remove trees located on City property.

4. The Contractor's right of access shall be between _____, 2024 and _____, 2024. The start date is dependent on Contractor submittal of City requested information and City Council approval of this agreement. The City's Property shall be fully restored with seed, such mix to be approved by the City. Any damage to the parking lot asphalt or curb shall be repaired. The Contractor shall provide as needed sediment and erosion control on 11851 Hanson Boulevard and the City Park until such time that full turf restoration is complete and approved by the City. The Contractor shall be responsible to remove any sediment and erosion control devices after vegetation becomes fully established.

5. The Contractor shall provide the City copies of its Sediment, Erosion Control & Restoration Plan, and Traffic Control Plans as applicable for review before accessing the Property. Inlet protection devices shall be placed on all downstream catch basins. Street sweeping shall be required as needed, and within 24-hours of City request. A temporary rock construction entrance per NPDES requirements shall be required on the private property prior to entrance onto City Park property.

6. If violations of this agreement occur, the City shall issue a Notice of Violation in writing to the Contractor. This agreement shall become null and void upon the issuance of a Notice of Violation, and the City shall issue a Notice of Termination to the Contractor. Any action contrary to the terms of this agreement; whether the result of the Contractor, its subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, constitutes a Notice of Violation. The Contractor shall have 24 hours to fully comply and remove all materials and restore the City's Property upon issuance of a Notice of Termination. The City shall require a $10,000 bond or escrow to insure compliance and restoration. If the Contractor does not follow the terms of the Notice of Termination, the City shall enforce the bond or retain the escrow funds as appropriate to ensure compliance and satisfactory completion of any needed restorations.

7. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses, including attorney fees, arising out of the Contractor's negligence or the Contractor's performance or

failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to its subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

8. The property owner of 11851 Hanson Boulevard (PIN 10-31-24-43-0028) shall provide written notice to the City confirming right of access to its property for the Contractor to perform the required floodplain mitigation outlined in this agreement.

9. Contractor will maintain the same insurance requirements/limits as required in Exhibit B and will name the City as additional insured.

Neither party waives any additional claims that may arise out of the entry.

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

CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

On this _____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Jerry Koch and Matt Stemwedel, to me personally known, who each by me duly sworn, each did say that they are respectively the Mayor and the City Manager of Coon Rapids, the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Manager acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

HOBS EXCAVATING, INC.

By:_____

Its:_____

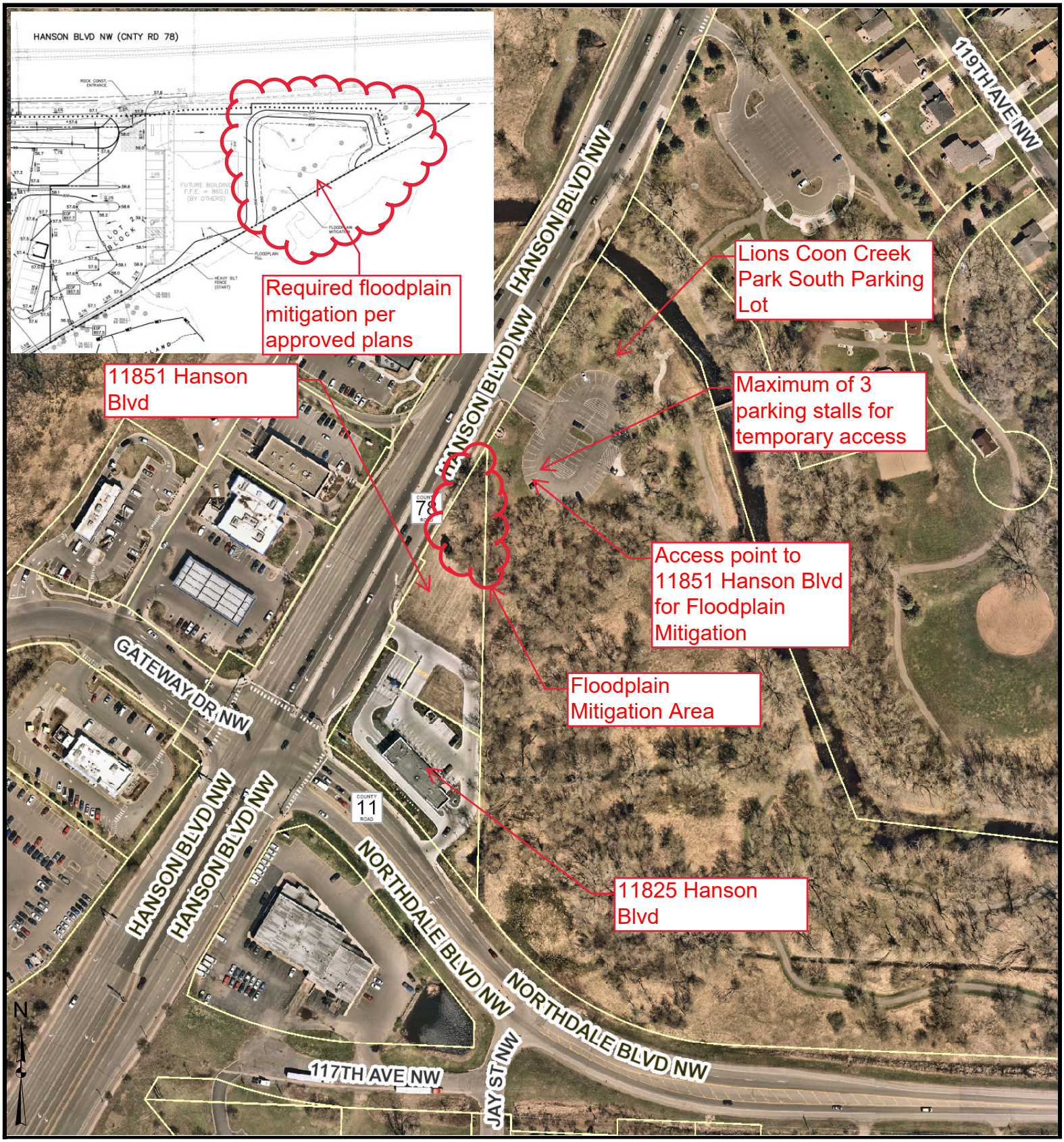
STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, the _____ of Hobs Excavating, Inc.

_____
Notary Public

This Document Drafted By:
David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, Minnesota 55433
(763) 767-6495

Access Agreement Exhibit A



Parcel Information:
10-31-24-43-0028
11851 HANSON BLVD NW
COON RAPIDS
MN 55448
Plat: MK BUSINESS PARK

Approx. Acres: 0.87964169
Commissioner: SCOTT SCHULTE

Owner Information:
T5 COON RAPIDS LLC
15706 HIGHLAND HEIGHTS DR
MINNETONKA
MN
55345

Anoka County GIS | 1:2,400 | Date: 4/30/2024

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

EXHIBIT B

INSURANCE: The Contractor shall obtain and maintain in full force for the duration of the contract the insurance designated as follows.

Worker's Compensation: The Contractor shall take out and maintain during the life of the contract, Worker's Compensation Insurance for all of their employees employed at the work site. If any employees are engaged in hazardous work not covered by Worker's Compensation Insurance, the Contractor shall provide adequate protection from Employer's Liability Insurance for protection of employees not otherwise protected.

Liability Insurance Requirements (Liability and Auto): Contractor shall maintain commercial general liability (CGL), and if necessary commercial umbrella insurance, with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, the general aggregate limit shall be not less than $2,000,000 and the aggregate limit shall apply on a per-project basis. The CGL insurance shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury, and Contractually-assumed liability. The City shall be named as an additional insured under the CGL.

Contractor shall maintain automobile liability insurance, and if necessary, umbrella liability insurance with a limit of not less than $1,000,000 each accident. If such insurance contains a general aggregate limit, the general aggregate limit shall be not less than $2,000,000. The insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

A certificate of insurance acceptable to the City shall be filed with the City prior to the commencement of the work. The certificate and the required insurance policies shall contain a provision that the coverage afforded under the Contract will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City.

Fire Insurance: The Contractor shall carry full insurance against loss by fire and wind damage upon all material in place or stored at the site for installation. This provision does not exclude material partially paid for by the Owner. This insurance shall be for the full insurable value of the material and shall be kept in full force until final acceptance and payment of the work by the Owner.

If any section of the work entails special hazards the Contractor shall provide riders to the Public Liability and Property Damage Insurance to provide protection from these special hazards.

City Council Regular **3.**

Meeting Date: 08/05/2024

Subject: Approve Temporary On-Sale Strong Beer & Wine Liquor License to Coon Rapids North Star Lions for MMSA Softball Tournament at Sand Creek Park

From: Stephanie Lincoln, Deputy City Clerk

INTRODUCTION

Steven Wells, on behalf of Coon Rapids North Star Lions, has applied for a temporary on-sale strong beer and wine liquor license to be used at a MMSA Softball Tournament to be located at Sand Creek Park, 1008 Northdale Blvd, on September 13,14, and 15, 2024.

DISCUSSION

The appropriate fees have been paid, the background investigation is being completed by the Police Department, and the Certificate of Insurance for Liquor Liability has been ordered. The temporary on-sale strong beer and wine liquor license will be valid from 8:00 a.m. to 11:00 p.m. from September 13 through September 15, 2024. Approval of the temporary on-sale strong beer and wine liquor license is contingent upon a successful background investigation and the submittal of a valid Certificate of Insurance for Liquor Liability.

RECOMMENDATION

Approve a temporary strong beer and wine liquor license for Coon Rapids North Star Lions for use at a Military Softball Tournament to be located at Sand Creek Park, 1008 Northdale Blvd, on September 13, 14, and 15, 2024, contingent upon a successful background investigation and submittal of a valid Certificate of Insurance for Liquor Liability.

City Council Regular **4.**

Meeting Date: 08/05/2024

Subject: Receive Mid-Year Gambling Expenditure Report

From: Stephanie Lincoln, Deputy City Clerk

INTRODUCTION

City Code 5-2010 requires a semi-annual accounting of gambling expenditures which directly benefit Coon Rapids and cities within the trade area from the organizations licensed by the State Gambling Control Board.

DISCUSSION

Staff has received and reviewed the semi-annual reports for January 1 through June 30, 2024, showing gambling expenditures within the City of Coon Rapids and trade area for the six organizations at 17 locations. The combined net profit this period was reported at $840,076.31 with expenditures within the trade area (which includes City of Coon Rapids) reported at $907,038.25. The reported combined expenditures specifically within the City of Coon Rapids was $954,205.71. A note should be made that the Coon Rapids Lions reported expenditure percentages are skewed due to the fact that they reported a net profit of zero, but had expenditures in both the City of Coon Rapids and the Trade Area.

RECOMMENDATION

Council is requested to receive the gambling expenditure report for the first half of 2024.

Attachments

January to June 2024 Semi Annual Report

Gambling Locations

2024

January 1 - June 30, 2024 Semi-Annual Gambling Expenditures Report

Organization	Net Profit	Coon Rapids Expenditures	Coon Rapids %	Trade Area Expenditures	Trade Area %
Coon Rapids Lions	$ -	$ 7,304.80	n/a	$ 7,304.80	n/a
Coon Rapids Mat Bandits	$ 202,343.83	$ 232,825.44	115%	$ 232,825.44	115%
Coon Rapids Cardinal Little League	$ 85,962.28	$ 124,298.12	145%	$ 124,298.12	145%
Coon Rapids VFW Post #9625	$ 166,233.50	$ 167,342.64	101%	$ 120,175.18	72%
Coon Rapids Youth Hockey	$ 167,169.79	$ 220,028.10	132%	$ 220,028.10	132%
Competition Cheer Spirit Booster Club	$ 218,366.91	$ 202,406.61	93%	$ 202,406.61	93%
1st Half Total	$ 840,076.31	$ 954,205.71	114%	$ 907,038.25	108%

COON RAPIDS GAMBLING LICENSES

REVISED AS OF 5/15/24

organization	location(s)	Address(es)	Type
Coon Rapids Lion's Club	Classic Bowl	11707 Round Lake Boulevard	
	Kendall's Chophouse	12800 Bunker Prairie Road	
	Coon Rapids Liquor	11239 Foley Blvd	PTDDO
Coon Rapids Mat Bandits Wrestling Club	Broadway Pizza	3420 129th Avenue NW	
	Shortstop	421 Northdale Boulevard	
	Boulevard Bar and Grille	3395 Coon Rapids Boulevard	
Coon Rapids Cardinals Little League	The Well	35 Coon Rapids Boulevard	
	Sammy's Pizza dba Five Four Lounge	445 99th Ave NW, Suite 54	
Coon Rapids Youth Hockey Association	Scoop's Pub	482 Northdale Boulevard	
	Muddy Cow	133 Coon Rapids Blvd	
	Chanticlear Pizza & Grill	11706 Crooked Lake Boulevard	
	Buffalo Wild Wings	3395 River Rapids Dr NW	
Coon Rapids VFW Post #9625	VFW Post #9625	1919 Coon Rapids Boulevard	
Competition Cheer Spirit Booster Club	The Barrel House Bar & Café	11496 Martin St NW	
	Carbone's/CR Billiards	8525 Cottonwood Street	
	Jellybean and Julia's BBQ	2501 Coon Rapids Blvd NW	

PTDDO = Pull-Tab Dispensing Device Only ( ) = Proposed

City Council Regular **5.**

Meeting Date: 08/05/2024

Subject: Conduct Public Hearing and Consider Adoption of Ordinance 2312 Comcast Cable Television Franchise

Submitted For: David Brodie, City Attorney

From: Kim Reid, Administrative Legal Assistant

INTRODUCTION

On July 23, 2023, the attached ordinance for Comcast Cable Television Franchise was introduced and is now being presented for adoption. The City and Comcast entered into a cable television franchise agreement through the adoption and execution of Ordinance No. 1702 in 2000. That agreement was extended in 2014 through 2019 as part of a Settlement Agreement related to a proposed franchise transfer that ultimately was terminated. Since then, the term of the franchise expired, although Comcast continued to operate under the terms of the agreement.

The City and Comcast agreed to use the informal cable franchise renewal process to reach an agreement. This process is essentially a contract negotiation. The City and Comcast have reached a tentative agreement, subject to the City Council's approval.

DISCUSSION

The following is a high-level deal point summary of the Comcast Cable Franchise under consideration.

1. Non-exclusive. This franchise agreement is non-exclusive, the City has the right to grant additional cable franchises to other cable providers on similar terms.
2. Prior Agreements. Incorporates prior agreements on renewal terms:
3. Gross Revenues Definition
4. Auditing Provisions
3. Term. 10-year franchise term.
4. Franchise Fee. The consideration for the use of the public right-of-way is the franchise fee. The franchise fee will remain 5% of Comcast's gross revenues from the provision of cable services. While Comcast derives a significant amount of revenues from its non-cable services, the City is presently preempted from including those revenues in the franchise fee. Franchise fees also now include the marginal cost of non-monetary franchise requirements due to somewhat recent changes in FCC regulations.
5. PEG Funding. 2.3% PEG Fee.
6. HD PEG Channels. Within ninety (90) days of the Effective Date of this Franchise, and upon notice from the City, Comcast will make available a minimum of four (4) Standard Definition ("SD") PEG Channels and three (3) High Definition ("HD") PEG Channels. Throughout the term of this Franchise Comcast shall provide the PEG Channels on every service tier offered by Grantee that includes the Basic Cable Service in accordance with Applicable Law.
7. Complimentary Services. Comcast will continue to provide cable service to nearly all government buildings currently receiving service and the City will receive an additional 10 HD boxes to be used at the City's discretion.
8. Network Services to the City:
9. Comcast will continue to provide PEG Video Origination Feeds from the City.
10. Comcast will continue to allow PEG Video Sharing with neighboring jurisdictions.
    - Through the existing network known as the PRISMA network.

- Through another network known as the CRAN.

9. Compliance with City Code. Right-of-way provisions requiring compliance with the City's code provisions.
10. Equal and Uniform Service. Comcast must provide equal and uniform service to all residents.
11. Consumer Protection. Provisions protecting local consumers relating to billing practices, privacy, and service.
12. Bond/Security/Liquidated Damages. Provisions to provide performance security and incentives.
13. Level Playing Field. Requirement to treat competitors similarly related to Franchise Fees, PEG Funding, PEG Channels, and Customer Service.
14. Customer Service. Standard FCC customer service provisions and reporting.
15. Audit. Mutually acceptable audit and dispute resolution procedures and provisions.
16. Administration and Regulation. The City has the right to enforce the franchise agreement and reserves the right to regulate rates. Currently, Congress and the FCC have preempted the City's right to regulate cable rates. The franchise agreement prohibits rate discrimination, however.
17. Indemnification and Insurance. The franchise agreement has updated insurance requirements and requires Comcast to indemnify and hold harmless the City for any damages caused by Comcast. Comcast is also required to maintain a Letter of Credit as performance security in the amount of $50,000 and a performance bond in the amount of $250,000.

The Coon Rapids Charter requires that any franchise shall be granted by ordinance and, further, the Charter requires a public hearing be held before adoption of the franchise ordinance.

RECOMMENDATION

Staff recommends the City Council:

1. Conduct Public Hearing regarding Comcast Cable Television Franchise Agreement.
2. Adopt Ordinance 2312 Comcast Cable Franchise Agreement and authorize summary publication.

Attachments

Comcast Franchise Agreement Ordinance

ORDINANCE NO. 2312

AN ORDINANCE REPEALING IN ITS ENTIRETY CHAPTER 4-100 AND GRANTING A FRANCHISE TO COMCAST OF MINNESOTA, INC. THROUGH A CABLE TELEVISION FRANCHISE AGREEMENT TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF COON RAPIDS, MINNESOTA, FOR THE PURPOSE OF PROVIDING CABLE SERVICE; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY IN CONJUNCTION WITH THE CITY'S RIGHT-OF-WAY ORDINANCE, IF ANY; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN AND THEREBY AMENDING REVISED CITY CODE – 1982, BY ADDING 4-100

The City of Coon Rapids does ordain:

Section 1. Revised City Code - 1982 Chapter 4-100, Cable Television Franchise hereby repealed in its entirety.

Section 2. Revised City Code – 1982 is hereby amended by adding thereto new Chapter 4-100, Comcast of Minnesota Cable Television Franchise as follows: (additions double underlined)

CITY OF COON RAPIDS, MINNESOTA

CHAPTER 11-4-100

COMCAST OF MINNESOTA CABLE TELEVISION FRANCHISE

4-101 Statement of Intent and Purpose. The City intends, by the adoption of this Franchise, to bring about the further development of a Cable System and the continued operation of it. Such development can contribute significantly to the communication needs and interests of the residents and citizens of the City and the public generally. Further, the City may achieve better utilization and improvement of public services and enhanced economic growth with the development and operation of a Cable System. Adoption of this Franchise is, in the judgment of the Council, in the best interests of the City and its residents.

4-102 Definitions. For the purpose of this Franchise, the following, terms, phrases, words, derivations, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. In the event the meaning of any word or phrase not defined herein is uncertain, the definitions contained in applicable local, state, or federal law shall apply.

(1) "Access Channels" means any Channel or portion of a Channel utilized for PEG programming.

(2) "Affiliate" shall mean any Person controlling, controlled by, or under common

ownership or control of Grantee.

(3) "Applicable Laws" means any law, statute, charter, ordinance, rule, regulation, code, license, certificate, franchise, permit, writ, ruling, award, executive order, directive, requirement, injunction (whether temporary, preliminary, or permanent), judgment, decree, or other order issued, executed, entered, or deemed applicable by any governmental authority of competent jurisdiction.

(4) "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast.

(5) "Cable Act" means the Cable Communications Policy Act of 1984, 47 U.S.C. §§521 et seq., as amended by the Cable Television Consumer Protection and Competition Act of 1992, as further amended by the Telecommunications Act of 1996, as further amended from time to time.

(6) "Cable Operator" shall have the meaning specified for "Cable Operator" in the Cable Act.

(7) "Cable Service" shall be defined as set forth in Applicable Law, currently 47 U.S.C. § 522 (6), and currently defined as (a) the one-way transmission to Subscribers of (i) video programming or (ii) other programming service, and b) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. For the purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by a television broadcast station; and "other programming service" is information that a Cable Operator makes available to all Subscribers generally.

(8) "Cable System" or "System" shall have the meaning specified for "Cable System" in the Cable Act and shall include a "Cable Communications System" as defined in Minn. Stat. § 238.092, subd. 3. Unless otherwise specified, it shall in this document refer to the Cable System constructed and operated in the City under this Franchise.

(9) "Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as defined by the FCC by regulation, as set forth in Applicable Law, currently 47 U.S.C. § 522(4).

(10) "City" shall mean the City of Coon Rapids, a municipal corporation in the State of Minnesota.

(11) "City Code" means the Municipal Code of the City of Coon Rapids, Minnesota, as may be amended from time to time.

(12) "Converter" means an electronic device, including digital transport adapters, which converts signals to a frequency not susceptible to interference within the television receiver of a Subscriber, and by an appropriate Channel selector also permits a Subscriber to view all signals included in the Basic Cable Service tier delivered at designated converter dial locations.

(13) "Council" shall mean the governing body of the City.

(14) "Day" unless otherwise specified shall mean a calendar day.

(15) "Drop" shall mean the cable that connects the Subscriber terminal to the nearest feeder cable of the cable.

(16) "Effective Date" shall mean sixty (60) Days from date of the City's approval of this Franchise.

(17) "FCC" means the Federal Communications Commission, or a designated agency.

(18) "Franchise Area" means the entire geographic area within the City as it is now constituted or may in the future be constituted.

(19) "Franchise Fee" shall have the meaning specified for "Franchise Fee" in the Cable Act.

(20) "GAAP" means generally accepted accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF")

and/or the U.S. Securities and Exchange Commission ("SEC").

(21) "Gross Revenues" shall be defined as and shall be construed broadly to include all revenues derived directly or indirectly by Comcast and/or an Affiliate that is a Cable Operator of the Cable System, from the operation of Comcast's Cable System to provide Cable Services within the City (including cash, credits, property or other consideration of any kind or nature). Gross revenues include, by way of illustration and not limitation:

(a) Monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services and such other video products that may be found to be Cable Services in accordance with applicable law);

(b) Installation, reconnection, downgrade, upgrade, or similar charges associated with changes in subscriber Cable Service levels;

(c) Fees paid to Comcast for channels designated for commercial/leased access use;

(d) Converter, remote control, lockout device and other Cable Service equipment rentals and/or leases or sales;

(e) Advertising revenues received or derived by Comcast and/or its Affiliates, including, but not limited to, rep fees, Affiliate fees, rebates, and commissions;

(f) "event fees" such as late fees, NSF fees, convenience fees similar administrative fees, and home wiring maintenance fees calculated on a pro rata basis in accordance with paragraph (ii) below;

(g) revenues from program guides;

(h) Franchise fees;

(i) All federal regulatory fees (e.g., FCC Regulatory Fee);

(j) PEG fees; and

(k) Commissions from home shopping channels and other revenue sharing arrangements.

(l) Gross Revenues subject to franchise fees shall include revenues derived from sales of advertising that run on Comcast's Cable System within the City and shall be allocated on a *pro rata* basis using total Cable Service subscribers reached by the advertising. Additionally, Comcast agrees that Gross Revenues subject to franchise fees shall include all commissions paid to National Cable Communications ("NCC") and Comcast Effectv or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(m) As it relates to Gross Revenue:

(i) Gross Revenue shall not include:

1) Actual bad debt write-offs, provided, however, that all or part of any such actual bad debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected;

2) Third party advertising sales commissions retained by advertising sales agencies that are not Affiliates;

3) Unsold third-party advertising inventory utilized by Comcast to promote its own services that is not otherwise reported as cable revenue in Comcast's books and records; and

4) Any generally applicable taxes on services furnished by Comcast imposed by any municipality, state, or other governmental unit, provided that franchise fees and PEG fees shall not be regarded as such a tax.

(ii) To the extent revenues are received by Grantee for the provision of a

discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a GAAP methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the most recent published rate card rate for the components, except it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee receives or derives revenues in the City and must be updated within sixty (60) days of Comcast's annual rate change date (currently January 1) for cable and/or non-cable services is implemented for a service package containing Cable Service or the date any rate change is implemented for any service included in a service package that contains Cable Service. The City reserves its right to review and to challenge Grantee 's calculations.

(iii) For purposes of this definition, the term "Affiliates" means any person(s) and/or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Minnesota, Inc.

(iv) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the City reserves its right to challenge Comcast's calculation of Gross Revenues, including the use or interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

(22) "Minnesota Cable Communications Act" means the provisions of Minnesota law governing the requirements for a cable television franchise as set forth in Minn. Stat. Chapter 238, as may be amended.

(23) "Minnesota Government Data Practices Act" means the provisions of Minnesota law governing the requirements for public records as set forth in Minn. Stat. Chapter 13.

(24) "Normal Business Hours" means those hours during which most similar businesses in City are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one (1) night per week and/or some weekend hours.

(25) "Normal Operating Conditions" means those Service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

(26) "PEG" means public, educational, and governmental.

(27) "Person" means any natural person and all domestic and foreign corporations, closely held corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, businesses, common law trusts, societies and/or any other legal entity.

(28) "Street" and "Right-of-Way" shall have the meaning specified for "Right-of-Way" in City Code, § 10-202, which is incorporated herewith.

(29) "Subscriber" means a Person who lawfully receives Cable Service.

4-103 Franchise.

(1) Grant of Franchise. The City hereby authorizes Grantee to occupy or use the City's

Streets to construct, operate, and maintain a Cable System, subject to: 1) the provisions of this non-exclusive Franchise to construct, maintain, and operate a Cable System within the Franchise Area; and 2) Applicable Law. Unless this Franchise has expired or is otherwise terminated, this Franchise shall constitute a right to construct, maintain, and operate a Cable System subject to Applicable Law, which includes the provisions of this Franchise. Nothing in this Franchise shall be construed to grant or prohibit Grantee from: (1) providing services other than Cable Services to the extent not prohibited by Applicable Law; or (2) challenging any exercise of the City's legislative or regulatory authority in an appropriate forum. The City hereby reserves all of its rights to regulate such other services to the extent not prohibited by Applicable Law, and no provision herein shall be construed to limit or give up any right to regulate.

(2) Reservation of Authority**.** The Grantee specifically agrees to comply with the lawful provisions of the City Code and applicable regulations of the City. Subject to the police power exception below, in the event of a conflict between A) the lawful provisions of the City Code or applicable regulations of the City and B) this Franchise, the express provisions of this Franchise shall govern. Subject to express federal and state preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to the City Code, ordinances, or any regulation of City, except in the lawful exercise of City's police power. Grantee acknowledges that the City may modify its regulatory policies by lawful exercise of the City's police powers throughout the term of this Franchise. Grantee agrees to comply with such lawful modifications to the City Code; however, Grantee reserves all rights it may have to challenge such modifications to the City Code whether arising in contract or at law. The City reserves all of its rights and defenses to such challenges whether arising in contract or at law. Nothing in this Franchise shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Streets.

(3) Franchise Term. The term of the Franchise shall be ten (10) years from the Effective Date, unless extended by mutual written consent in accordance with Section 4-117(7) or terminated sooner in accordance with this Franchise.

(4) Franchise Area. This Franchise is granted for the Franchise Area defined herein. Grantee shall extend its Cable System to provide Cable Service to any dwelling unit in the City in accordance with Section 4-107(7) herein.

(5) Franchise Nonexclusive. The Franchise granted herein shall be nonexclusive. The City specifically reserves the right to grant, at any time, such additional franchises for a Cable System as it deems appropriate provided, however, such additional grants shall not operate to materially modify, revoke, or terminate any rights previously granted to Grantee under this Franchise other than as described in Section 4-117(24). The grant of any additional franchise shall not of itself be deemed to constitute a modification, revocation, or termination of rights previously granted to Grantee. Any additional cable franchise grants shall comply with Minn. Stat. § 238.08 and any other applicable federal level playing field requirements.

(6) Periodic Public Review of Franchise. The City may conduct no more than two public reviews of the Franchise throughout the term of this Franchise. The second review must not commence before three years after the conclusion of the first review, and the first review may not commence before 2 years after the Effective Date of this franchise. The purpose of any such review shall be to ensure, with the benefit of full opportunity for public comment, that the Grantee continues to effectively serve the public in the light of new developments in cable law and regulation, cable technology, cable company performance with the requirements of this Franchise, local regulatory environment, community needs and interests, and other such factors. Both the City and Grantee agree to make a full and good faith effort to participate in the review. So long as Grantee receives reasonable notice, Grantee shall participate in the review process

and shall fully cooperate. The review shall not operate to modify or change any provision of this Franchise without mutual written consent in accordance with Section 4-117(7) of this Franchise. The City and Grantee shall each be responsible for their own costs regarding the conduct of, or cooperation with, any such periodic review.

(7) Transfer of Ownership.

(a) No sale, transfer, assignment, "fundamental corporate change", or change in "controlling interest," as are defined in Minn. Stat. § 238.083, of this Franchise shall take place unless or until the parties to the sale, transfer, fundamental corporate change, or change in controlling interest file a written request with the City for its approval, and the City grants the request in writing provided, however, that such approval shall not be required where Grantee grants a security interest in the Franchise and assets to secure an indebtedness.

(b) City shall approve or deny in writing the sale or transfer request consistent with Applicable Law. City shall set forth in writing with particularity its reason(s) for denying approval. City shall not unreasonably withhold its approval.

(c) Any sale or transfer of stock in Grantee so as to create a new controlling interest in the System shall be subject to the requirements of this Section. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised.

(d) In no event shall a transfer or assignment of ownership or control be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City.

(e) In accordance with Minn. Stat.§ 238.084, Subd. l(y), the City shall have the right to purchase the System in the event the Franchise or System is proposed to be transferred or sold on the same terms and conditions as the offer pursuant to which transfer notice was provided pursuant to this section. The City shall have thirty (30) days from receipt of an application for consent under Section 4-103(7) in which to give notice of its intention to consider exercising such right.

(8) Expiration. Upon expiration of the Franchise, the City may, subject to Grantee's rights under Section 626 of the Cable Act:

(a) Extend the Franchise, though nothing in this provision shall be construed to require such extension;

(b) Renew the Franchise, in accordance with Applicable Laws;

(c) Invite additional franchise applications or proposals;

(d) Terminate the Franchise subject to any rights Grantee has under Section 626 of the Cable Act; or

(d) Take such other action the City deems appropriate and is consistent with Applicable Law.

(9) Right to Require Removal of Property. At the expiration of the term for which the Franchise is granted and the expiration of all renewal proceedings established under federal law, provided no renewal is granted, or upon its forfeiture, termination, or revocation as provided for herein, the City shall have the right to require Grantee to remove, at Grantee's sole expense, all or any part of the Cable System from all Streets and public ways within the Franchise Area within a reasonable period of time. If Grantee fails to do so, the City may perform the work and Grantee shall be responsible for the cost thereof. However, Grantee shall have no obligation to remove the Cable System where it utilizes the Cable System to provide non-Cable Services and has express authority under Applicable Law, which includes authority under Minnesota Statutes Chapter 237 if applicable, to maintain its facilities in the Streets and use them to provide such non-Cable Services, or where Grantee is able to find a purchaser of the Cable System who holds

such authority within a reasonable period of time, not to exceed sixty (60) days.

(10) Continuity of Service Mandatory. It shall be the right of all Subscribers to receive all available services insofar as their financial and other obligations to Grantee are honored. In the event that Grantee elects to overbuild, rebuild, modify, or sell the System, or the City revokes or fails to renew the Franchise, Grantee shall make its best effort to ensure that all Subscribers receive continuous uninterrupted service, regardless of the circumstances, during the term of the Franchise. In the event of expiration, purchase, lease-purchase, condemnation, acquisition, taking over or holding of plant and equipment, sale, lease, or other transfer to any other Person, including any other grantee of a cable communications franchise, the current Grantee shall cooperate fully to operate the System in accordance with the terms and conditions of this Franchise for a temporary period sufficient in length to maintain continuity of service to all Subscribers.

4-104 Operation In Streets And Rights-of-Way.

(1) Use of Streets. Grantee may, subject to the terms of this Franchise and the City Code and Applicable Law, erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across and along the Streets within the City such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of Grantee's Cable System within the City. Without limiting the foregoing, Grantee expressly agrees that it will construct, operate, and maintain its Cable System in compliance with, and subject to, the requirements of Applicable Law, including by way of example and not limitation, those requirements in City Code that govern the placement of Grantee's Cable System, and will obtain and maintain all permits and bonds required by the City Code in addition to those required in this Franchise.

(a) All wires, conduits, cables, and other property and facilities of Grantee shall be constructed and installed in an orderly and professional manner in accordance with all Applicable Laws and City Engineering requirements. All wires, conduits, and cables shall be installed, where possible, parallel with electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations.

(2) Construction or Alteration. Grantee shall in all cases comply with applicable sections of the City Code, City resolutions and City regulations regarding the acquisition of permits and/or such other items as may be reasonably required in order to construct, alter, or maintain the Cable System. Grantee shall, upon request, provide information to the City regarding its progress in completing or altering the Cable System.

(3) Non-Interference. Grantee shall exert its best efforts to construct and maintain a Cable System so as not to interfere with other use of Streets. Grantee shall, where possible in the case of above ground lines, make use of existing poles and other existing facilities available to Grantee. When residents receiving underground service or who will be receiving underground service will be affected by proposed construction or alteration, Grantee shall provide such notice as set forth in the permit or in City Code of the same to such affected residents.

(4) Consistency with Designated Use. Notwithstanding the above grant to use Streets, no Street shall be used by Grantee if the City, in its sole opinion, determines that such use is inconsistent with the terms, conditions or provisions by which such Street was created or dedicated, or presently used under Applicable Laws.

(5) Undergrounding. In no case may the Grantee install poles in areas of the City where underground facilities are generally used by the utilities already operating. Grantee shall place underground all of its transmission lines which are located or are to be located above or within the Streets of the City in the following cases:

(a) All other existing utilities are required to be placed underground by statute,

resolution, policy, or other Applicable Law;

(b) Grantee is unable to get pole clearance;

(c) Underground easements are obtained from developers of new residential areas; or

(d) Residents notify Grantee that they prefer underground installation of facilities (such undergrounding to be provided at cost paid by benefitted residents);

(e) If a resident prefers Grantee's underground installation of its facilities pursuant to Section 5(d) above, Grantee shall consult with the City on the design of the underground facilities, in accordance with City Code and Applicable Law.

(f) If an ordinance is passed which involves placing underground certain utilities including Grantee's cable plant which is then located overhead, Grantee shall participate in such underground project and shall remove poles, cables and overhead wires if requested by the City to do so and place facilities underground. Reimbursement to Grantee for the costs of such relocation and removal shall be consistent with Applicable Law; provided, however, that in no event is Grantee precluded from participating in such funding of the work.

(g) Grantee shall use conduit or its functional equivalent to the greatest extent possible for undergrounding, except for Drops from pedestals to Subscribers' homes and for cable on other private property where the owner requests that conduit not be used. Cable and conduit shall be utilized which meets the highest industry standards for electronic performance and resistance to interference or damage from environmental factors Grantee shall use its best efforts, in cooperation with other utility companies and service providers, use common trenches for underground construction.

(6) Restoration and Maintenance

(a) Restoration. Any Rights-of-Way, or any sewer, gas, or water main or pipe, drainage facility, electric, fire alarm, police communication or traffic control facility of the City, or any other public or private property, which is disturbed, damaged, or destroyed during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored, replaced, reconstructed, or repaired by the Grantee, at its expense, to the same or better condition as that prevailing prior to the Grantee's work, to the extent consistent with City Code and other Applicable Law. It is agreed that in the normal course, with respect to fire and police department facilities and equipment, and water and sewer facilities, and other essential utilities and services, as determined by the City, such restoration, reconstruction, replacement, or repairs shall be commenced immediately after the damage, disturbance, or destruction is incurred, and the Grantee shall take diligent steps to complete the same, unless an extension of time is obtained from the appropriate City agency or department. All requirements of this section pertaining to public property shall also apply to the restoration of private easements and other private property. Grantee shall perform all restoration work within a reasonable time and with due regard to seasonal working conditions in accordance with City Code and other Applicable Law, and within a period not to exceed ninety (90) days. If Grantee fails, neglects, or refuses to make restorations as required under this section, then the City may do such work or cause it to be done, and the cost thereof to the City shall be paid by Grantee in accordance with City Code and other Applicable Law. If Grantee causes any damage to private property in the process of restoring facilities, Grantee shall repair such damage at its sole cost.

(b) Maintenance. Grantee shall maintain all above ground improvements that it places on City Right-of-Way pursuant to Applicable Law, City Code, and any permit issued by the City. In order to avoid interference with the City's ability to maintain the Right-of-Way, Grantee shall provide such clearance as is required by the City Code and any permit issued by the City. If Grantee fails to comply with this provision, and by its failure,

property is damaged, Grantee shall be responsible for all damages caused thereby.

(c) Disputes. In any dispute over the adequacy of restoration or maintenance relative to this section, final determination shall be the prerogative of the City, Department of Public Works and consistent with Applicable Law, the City Code, and any permit issued by the City.

(d) Grantee will verify that prior to the end of 2024 it provided its technicians (whether employees or independent contractors) with a training update on system maintenance standards and practices, including those for identifying and reporting system issues.

(7) Work on Private Property. Grantee shall in all cases comply with applicable sections of City Code, the Franchise, City resolutions and City regulations regarding trimming of trees upon and overhanging Streets, alleys, sidewalks, and public ways.

(8) Relocation. If requested by the City, Grantee shall in all cases comply with applicable sections of the City Code, this Franchise, City resolutions, and City regulations regarding relocation of Grantee's Cable System and comprising facilities.

(9) Procedure for Removal of Cable. Grantee shall not remove any underground cable or conduit which requires trenching or other opening of the Streets along the extension of cable to be removed, except as hereinafter provided. Grantee may remove any underground cable from the Streets which has been installed in such a manner that it can be removed without trenching or other opening of the Streets along the extension of cable to be removed. Subject to Applicable Law, Grantee shall remove, at its sole cost and expense, any underground cable or conduit by trenching or opening of the Streets along the extension thereof or otherwise which is ordered to be removed by the City based upon a determination, in the sole discretion of the City, that removal is required in order to eliminate or prevent a hazardous condition. Underground cable and conduit in the Streets which is not removed shall be deemed abandoned and title thereto shall be vested in the City.

(10) Movement of Buildings. Grantee shall, upon request by any Person holding a building moving permit, franchise or other approval issued by the City, temporarily remove, raise, or lower its wire to permit the movement of buildings. The expense of such removal, raising, or lowering shall be paid by the Person requesting same, and Grantee shall be authorized to require such payment in advance. The City shall require all building movers to provide not less than fifteen (15) Days' notice to the Grantee to arrange for such temporary wire changes.

4-105 Removal or Abandonment of System.

(1) Removal of Cable System. In the event that: (l) the use of the Cable System is discontinued for any reason for a continuous period of twelve (12) months; or (2) the Cable System has been installed in a Street without complying with the requirements of this Franchise, Grantee, at its expense shall, at the demand of the City remove promptly from the Streets all of the aerial portion of the Cable System other than any which the City may permit in writing to be abandoned in place. In the event of any such removal Grantee shall promptly restore the Street to a condition as nearly as possible to its prior condition the Street or other public places in the City from which the System has been removed in accordance with all requirements of the City Code and Section 4-103(9) above. However, Grantee shall have no obligation to remove the Cable System where it utilizes the system to provide other non-Cable Services and has any other authority under Applicable Law to maintain facilities in the public rights-of-way, or where Grantee is able to find a purchaser of the Cable System, acceptable to the City, who holds such authorization.

(2) Abandonment of Cable System. In the event of Grantee's abandonment of the Cable System, City shall have the right to require Grantee to conform to the state right-of-way rules, Minn. Rules, Chapter 7819, City Code, or any combination thereof, provided any required

compliance with City Code does not conflict with Minn. Rules, Chapter 7819. The Cable System to be abandoned in place shall be abandoned in the manner prescribed by the City. Grantee may not abandon any portion of the System without having first given at least three (3) months' written notice to the City. Grantee may not abandon any portion of the System without compensating the City for damages resulting from the abandonment. The System shall be deemed to be abandoned under this Franchise in the event Grantee fails to use the System continuously for a period of twelve (12) consecutive months to provide Cable Service or non-Cable services that it has the right to provide over the System under Applicable Law.

(3) Removal after Abandonment or Termination. If Grantee has failed to commence removal of System, or such part thereof as was designated by City, within thirty (30) Days after written notice of City's demand for removal consistent with Applicable Law, is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given, City shall have the right to apply funds secured by the letter of credit and performance bond toward removal and/or declare all right, title, and interest to the Cable System to be in the City with all rights of ownership including, but not limited to, the right to operate the Cable System or transfer the Cable System to another for operation by it.

(4) City Options for Failure to Remove Cable System.

(a) If Grantee has failed to complete such removal within the time given after written notice of the City's demand for removal is given, the City shall have the right to exercise one of the following options:

(i) Declare all right, title and interest to the System to be in the City or its designee with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it; or

(ii) Declare the System abandoned and cause the System, or such part thereof as the City shall designate, to be removed at no cost to the City. The cost of said removal shall be recoverable from the Security Fund, indemnity and penalty section provided for in this Franchise or from Grantee directly.

(b) Upon termination of service to any Subscriber, Grantee shall promptly remove all its facilities and equipment from within the dwelling of a Subscriber who owns such dwelling and has requested removal in writing, except as provided by Applicable Law. Such Subscribers shall be responsible for any costs incurred by Grantee in removing the facilities and equipment.

(5) System Construction and Equipment Standards. The Cable System shall be installed and maintained in accordance with standard engineering practices and shall conform to the National Electrical Safety Code, the National Electrical Code and the FCC's Rules and Regulations and Applicable Law.

(6) System Maps and Layout. In addition to any generally applicable mapping requirements included in City Code and required of other Public Right-of-Way users, Grantee shall maintain complete and accurate system maps, which shall include trunks, distribution lines, and nodes. Such maps shall include up-to-date route maps showing the location of the Cable System adjacent to the Streets. The level of detail in maps provided by Grantee shall be limited to that which is needed for the City's administration of the Streets. The maps shall be maintained and made available to the City in electronic form, in such form and format and using such Geographical Information System software, as the City may require, provided that if Grantee does not use the software in the ordinary course of business, the maps shall be made available to the City in an alternative electronic form acceptable to the City. Grantee shall make all maps available for review by the appropriate City personnel.

4-106 System Design and Capacity.

(1) Availability of Signals and Equipment.

(a) Grantee shall operate and maintain a state-of-the-art Cable System throughout the term of this Franchise. The Parties agree the existing Cable System is in compliance with this Section as of the Effective Date.

(b) The entire Cable System shall be technically capable of transmitting industry-standard Cable Service in a manner and quality consistent with applicable FCC regulations.

(c) Grantee agrees to maintain the Cable System in a manner consistent with, or in excess of the specifications in this Section 4-106 (System Design and Capacity) throughout the term of the Franchise with sufficient capability and technical quality to enable the implementation and performance of all the requirements of this Franchise, including the exhibits hereto, and in a manner which meets or exceeds FCC technical quality standards at 47 C.F.R. § 76 Subpart K, regardless of the particular format in which a signal is transmitted.

(d) If the System is incapable of transmitting Cable Service to a Subscriber in a quality and format purchased by the Subscriber, Grantee shall, at its sole cost, perform the technical work necessary, including replacing all Drops and/or associated passive equipment necessary as needed, for the System to transmit Cable Service to the Subscriber in the quality and format purchased by the Subscriber.

(2) System Specifications.

(a) System Maintenance. In all its construction and service provision activities, Grantee shall meet or exceed the construction, technical performance, extension, and service requirements set forth in this Franchise.

(b) Emergency Alert Capability. At all times during the term of this Franchise, Grantee shall provide and maintain an Emergency Alert System (EAS) consistent with applicable Federal law and regulations including 47 C.F.R., Part 11, and any Minnesota State Emergency Alert System requirements. The City may identify authorized emergency officials for activating the EAS insofar as the City's process is consistent with the Minnesota State Emergency Statewide Plan ("EAS Plan"). The City may also develop a local plan containing methods of EAS message distribution, insofar as the local plan is consistent with Applicable Laws and the EAS Plan.

(c) Standby Power. Grantee shall provide standby power generating capacity at the Cable System control center and at all hubs. Grantee shall maintain standby power system supplies, rated at least at two (2) hours' duration, throughout the trunk and distribution networks. In addition, Grantee shall have in place throughout the Franchise term a plan, and all resources necessary for implementation of the plan, for dealing with outages of more than two (2) hours.

(d) Technical Standards. The technical standards used in the operation of the Cable System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. The Cable System shall be installed and maintained as provided in Section 4-105(5) (System Construction and Equipment Standards) and in such manner that the Cable System shall not interfere with any installations of the City.

(3) System Upgrades. Grantee shall upgrade the Cable System consistent with future cable system upgrades performed by Grantee in the Anoka County when any other Grantee cable system is also upgraded, understanding work on the Cable System is done based on Grantee construction schedules.

(4) Performance Testing. Grantee shall perform all system tests at the intervals required by the FCC, and all other tests reasonably necessary to determine compliance with technical standards required by this Franchise. These tests shall include, at a minimum, if required by

Applicable Law:

(a) Initial proof of performance for any construction;

(b) Tests required in response to Subscriber complaints, pursuant to Section 4-105;

(c) Tests required by the City to demonstrate Franchise compliance; and

(d) Written records of all system test results performed by or for Grantee shall be maintained as required by FCC regulations, and shall be available for City inspection upon request.

(5) Special Testing.

(a) Throughout the term of this Franchise, City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise. In addition, City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints regarding such construction or installation work or pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing.

(b) Before ordering such tests, Grantee shall be afforded thirty (30) Days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) Days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted at Grantee's expense by Grantee's qualified engineer. The City shall have a right to participate in such testing by having an engineer of City's choosing, and at City's expense, observe and monitor said testing.

(6) System Maintenance.

(a) The Grantee shall interrupt Cable Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. The Grantee shall use its best efforts to provide the City with at least twenty-four (24) hours prior notice of a planned service interruption, except for a planned service interruption which will have a minimal impact on Subscribers, meaning an interruption affecting less than one hundred (100) Subscribers or less than a fifteen (15) minute interruption.

(b) Maintenance of the System shall be performed in accordance with the technical performance and operating standards established by FCC rules and regulations. Should the FCC choose to abandon this field and does not preempt the City's entry into this field, the City may adopt such technical performance and operating standards as its own, pursuant to the lawful exercise of its police powers. Grantee agrees to comply with such lawful modifications to the City Code; however, Grantee reserves all rights it may have to challenge such modifications to the City Code.

4-107 Programming and Services.

(1) Categories of Programming Service. Grantee shall provide video programming services in at least the following broad categories:

(a) Local Broadcast (subject to federal carriage requirements)

(b) Public Broadcast

(c) News and Information

(d) Sports

(e) General Entertainment
(f) Arts/Performance/Humanities
(g) Science/Technology
(h) Children/Family/Seniors
(i) Foreign Language/Culturally Diverse
(j) PEG Access Programming (to the extent required by the Franchise)
(k) Movies

(2) Changes in Programming Services. Grantee shall provide written notice to Subscribers and to the City of any channel additions, deletions, or realignments in compliance with Section 4-109(3)(b) (Regulation of Rates and Charges).

(3) Parental Control Device or Capability. Upon request by any Subscriber, Grantee shall make available a parental control or lockout device or functionality that will enable the Subscriber to block all access to any and all Channels without affecting those not blocked. Grantee shall inform Subscribers of the availability of the lockout device or functionality at the time of original subscription and annually thereafter.

(4) FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall also be copied to City within ten (10) Days of the date the tests were performed.

(5) Service to Public Buildings.

(a) The parties agree that as of the Effective Date of this Franchise, Grantee shall continue to provide complimentary Cable Service ("Complimentary Service"), subject to section 4-107(5)(b), to up to 3 outlets at certain schools, libraries and public institutions within the Franchise Area as set forth in **Exhibit A** and to CTN ("Cable Service to Public Buildings"). Cable Service to Public Buildings shall include all programming services and equipment for receiving Grantee's digital starter or equivalent tier of service. The City shall have the right to extend service to multiple outlets within the building with the costs of constructing additional outlets the responsibility of the City; provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained.

(b) The parties further agree that Grantee shall continue to provide to City 10 additional high definition converter boxes (not including the equipment in Section 4-107(5)(a) that provide the same service as Cable Service to Public Buildings to use at municipal locations at the City's discretion. Grantee shall provide one X1 box to CTN to allow the City to adequately monitor the PEG Channels and all Cable Service provided by Grantee to Subscribers. In the event Grantee elects, to the extent permitted by Applicable Laws, to deduct the cost of Complimentary Services from Franchise Fees, the Grantee agrees that it will do so only after providing City with ninety (90) days prior written notice. The amount of any deduction shall be in accordance with Applicable Law, which as of the Effective Date is defined as Grantee's marginal cost to provide the Complimentary Services. Grantee will disclose in writing the amount to be deducted and provide documentation to support the calculation. The amount to be deducted may include all applicable fees and taxes only to the extent Grantee remits such fees and taxes to the regulatory or taxing entity. City may remove locations or change the level of cable service indicated on **Exhibit A**, or any future locations provided with Complementary Services under subsection (a), at any time upon written notice to Grantee. For any locations no longer receiving Complimentary Service, Grantee shall immediately cease all deductions from the Franchise Fee related to such locations. For changes to the level of Cable Service, Grantee and City shall follow the process set forth in this subsection (b) to agree in writing on the new amount of the deduction before Grantee takes any deductions from the Franchise Fee.

(c) Grantee agrees not to unfairly or unreasonably discriminate against the City with

respect to other Minnesota served local franchising authorities, with respect to the marginal costs to be deducted from Franchise Fees for Complimentary Services.

(6) Annexation. Unless otherwise provided by Applicable Law, including the City Code, upon the annexation of any additional land area by City, the annexed area shall thereafter be subject to all the terms of this Franchise upon sixty (60) Days written notification to Grantee of the annexation by City. Unless otherwise required by Applicable Laws, nothing herein shall require the Grantee to expand its Cable System to serve, or to offer Cable Service to any area annexed by the City if such area is then served by another wireline MVPD franchised to provide multichannel video programming.

(7) Line Extension.

(a) Grantee shall construct and operate its Cable System so as to provide Cable Service within the Franchise Area where there exists a density equivalent of seven (7) dwelling units or more per one-quarter (1/4) mile of feeder cable as measured from the nearest active plant of the Cable System if the extension is to be constructed using aerial plant, and nine (9) dwelling units or more per one-quarter (1/4) mile of feeder cable as measured from the nearest active plant if the extension is to be constructed using underground plant. The City, for its part, shall endeavor to exercise reasonable efforts to require developers and utility companies to provide the Grantee with at least fifteen (15) Days advance notice of an available open trench for the placement of necessary cable.

(b) Where the density is less than specified above, Grantee shall within a reasonable time inform Persons requesting Service that they may receive service by paying for installation or a line extension and if requested, provide them with a free written estimate of the cost within a reasonable time.

(c) Any residential unit located within one hundred fifty (150) feet from the existing distribution system shall be connected to the Cable System at no charge other than the standard installation charge. Grantee shall, within fifteen (15) Days request by any potential Subscriber residing in City beyond the one hundred fifty (150) foot limit, provide a quote identifying the costs and construction schedule associated with extending service to such Subscriber. Grantee shall perform the extension of service as soon as reasonably possible and in no event later than the date committed in the quote, excluding events covered by Section 4-117(13) herein. The Subscriber shall pay the net additional Drop costs, unless the Grantee agrees to waive said costs. To the extent consistent with Applicable Laws, Grantee agrees that it shall impose installation costs for non-standard installations in a uniform and nondiscriminatory manner throughout the City.

(8) Nonvoice Return Capability. Grantee is required to use cable and associated electronics having the technical capacity for nonvoice return communications.

4-108 Public, Educational and Governmental Access.

(1) Number of PEG Access Channels.

(a) Upon the Effective Date of this Franchise, and after 90-days' notice from City, the Grantee will make available a minimum of four (4) Standard Definition ("SD") PEG Channels and three (3) High Definition ("HD") PEG Channels. Throughout the term of this Franchise Grantee shall provide the PEG Channels on every tier of service offered by the Grantee that includes the Basic Cable Service tier in accordance with Applicable Law. (within the Franchise Area) as may be offered by Grantee in accordance with Applicable Law.

(b) For purposes of this Franchise, HD format or signal refers to a PEG Channel signal delivered by Grantee to Subscribers in a resolution that is the resolution received by Grantee from the City, up to the highest resolution used for the delivery of the primary signals of local broadcast station. Grantee shall not be required to upconvert a PEG channel

signal, but shall pass through the PEG Channel signal to Subscribers as transmitted by the City without degradation of signal.

(c) PEG Access Channels and programming may be delivered by City to Grantee in SD or HD format as set forth herein. Grantee shall provide all necessary transmission equipment from the demarcation point and throughout Grantee's distribution system, in order to deliver the PEG Access Channels to Subscribers in the format received from the City and with no degradation of the signal or picture quality with which they were delivered; provided, that PEG Access Channel signals delivered in HD format to Grantee shall not require Grantee to deliver such HD signals to Subscribers except as set forth in this Section 7.

(d) Grantee will continue to carry the PEG Access Channels in SD format as long as there are SD Channels in Grantee's Basic Cable Service tier. If Grantee discontinues carriage of SD Channels, all of the PEG Access Channels shall be carried in HD format, and the number of HD PEG Channels required under this Franchise shall not exceed four (4).

(2) High Definition PEG Access Channels.

(a) The HD PEG Channels may duplicate the SD PEG Channels or may be programmed with different "best of" content, based on the City's sole discretion.

(b) The City acknowledges that receipt of an HD format PEG Access Channel may require Subscribers to buy or lease special equipment or pay additional HD charges applicable to all HD services.

(3) Control of PEG Access Channels. The control and administration of the PEG Access Channels shall rest with the City. The City may delegate, from time to time over the term of this Franchise, such control and administration to such entities as it may determine in its sole discretion.

(4) Transmission of Access Channels. PEG Access Channels may be used for transmission of non-video signals in compliance with Applicable Laws. This may include downstream transmission of data using a protocol such as TCP/IP or current industry standards. Should Grantee develop the capability to provide bi-directional data transmission, spectrum capacity shall be sufficient to allow Subscribers to transmit data to PEG facilities.

(5) PEG Access Channel Locations.

(a) PEG Access Channels shall be carried on the Basic Cable Service tier and every other service tier offered by Grantee to Subscribers in the Franchise Area as set forth in Section 4-108(1) above. Nothing herein precludes the Grantee from charging for equipment needed for Basic Cable Service. Grantee shall make every reasonable effort to coordinate cablecasting PEG Access programming on the Cable System on the same Channel designations as such programming is cablecast within the City as of the Effective Date. In no event shall any PEG Access Channel relocations be made prior to ninety (90) Days written notice to the City by Grantee. If relocated, Grantee will work with the City in good faith to identify new Channel locations such that the affected Access Channels will be located within reasonable proximity to existing broadcast Channels.

(b) Upon the Effective Date of the Franchise, the SD Access Channels will be located on Channels 14, 15, 16, and 18, and the HD Access Channels will be located within reasonable proximity to existing broadcast or news Channels, which are 859, 799 and 798.

(c) Grantee agrees not to encrypt the PEG Access Channels differently than other commercial Channels available on the Cable System.

(d) Grantee may not relocate any of the Access Channels more than once during the term of the Franchise unless otherwise required by Applicable Law for other programmers with specific Channel number rights that were in place as of the Effective Date or pursuant to an overall Channel reorganization of the entire Channel lineup. In the event a PEG

Access Channel is moved, Grantee, at Grantee's expense, will place notice of the PEG Access Channel change on its regular monthly billing for that month, upon City's request.

(e) In conjunction with any occurrence of any SD PEG Access Channel relocation, Grantee shall provide to the City up to One Thousand and Five Hundred Dollars ($1,500) of reimbursement for costs incurred by City to promote the new Channel locations and notify Subscribers of them.

(6) Navigation to PEG Access Channels/Electronic Programming Guide. Grantee agrees that if it utilizes a visual interface under its control on its Cable System for all Channels, the PEG Access Channels shall be treated in a non-discriminatory fashion consistent with Applicable Laws so that Subscribers will have ready access to PEG Access Channels. Grantee will continue to make available to City the ability to place PEG Access Channel programming information on the interactive channel guide via the electronic programming guide ("EPG") vendor ("EPG provider") that Grantee utilizes to provide the guide service. Grantee will be responsible for providing the designations and instructions necessary for the PEG Access Channels to appear on the EPG. All costs and operational requirements of the EPG provider shall be the responsibility of the City. City acknowledges that the EPG is not technically possible for all PEG Access programming, and that Grantee is not responsible for operations of the EPG provider.

(7) Ownership of PEG Access Channels. Grantee does not relinquish its ownership of or ultimate right of control over a Channel by designating it for PEG use. A PEG access user – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a Channel position so designated. Grantee shall not exercise editorial control over any public, educational, or governmental use of a Channel position, except Grantee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity in violation of Applicable Law.

(8) Noncommercial Use of PEG. Permitted noncommercial uses of the PEG Access Channels shall include by way of example and not limitation: (1) the identification of financial supporters similar to that of public broadcasting stations; or (2) the solicitation of financial support for the provision of PEG programming by the City or third party users for charitable, educational or governmental purposes; or (3) programming offered by accredited, non-profit, educational institutions which may, for example, offer distance learning courses over a PEG Access Channel.

(9) PEG Transport. Grantee shall maintain all existing fiber paths for PEG transport in the City. Such fiber transports are listed in **Exhibit A** attached hereto. To the extent specifically required by Applicable Law, Grantee shall have the right to recoup the non-PEG capital maintenance costs on a marginal cost basis associated with the PEG transport as set forth in this Section 7.9. Grantee shall provide an invoice detailing its marginal costs to the City for such maintenance costs in accordance with the requirements of Applicable Law.

(10) PRISMA Ring. Grantee shall continue to make the fiber loop known as the PRIMSA Ring available to the City until the network equipment servicing the PRIMSA Ring as of the Effective Date is at the end of life. The City can use the PRIMSA Ring to send and receive live and recorded programming for playback. Grantee shall provide City access to the PRIMSA Ring at an agreed upon Demarcation Point. Grantee will provide use of and maintain the PRIMSA Ring free of charge, but Grantee will not be obligated to replace network equipment on the PRISMA Ring or for any equipment on the City's side of the Demarcation Point.

(11) Interconnection. To the extent technically feasible, Grantee will allow necessary interconnection with any newly constructed City, County and school fiber for noncommercial programming to be promoted and administered by the City as allowed under Applicable Laws and at no additional cost to the City or schools. This may be accomplished through a patch panel or other similar facility and each party will be responsible for the fiber on their respective sides of the Demarcation Point. Grantee reserves its right to review on a case-by-case basis the

technical feasibility of the proposed interconnection. Based on this review Grantee may condition the interconnection on the reasonable reimbursement of Grantee's incremental costs, with no markup for profit, to recoup Grantee's construction costs only.

(12) C-RAN. Grantee, upon request, shall, without charge or offsets, provide use of Grantee's Converged Regional Area Network (C-RAN) for delivery of live and recorded programming to and from the entities listed on **Exhibit B**, limited to three (3) multi-cast IP Channels, if the City cannot access the programming through the PRISMA Ring. This obligation shall terminate if Grantee no longer utilizes the C-RAN for its own business purposes. Grantee shall have no obligation to replace any network equipment currently located in its headend facility or at the City facility necessary to deliver or receive such programming over the C-RAN. Replacement of any decoding equipment necessary to receive the programming via the C-RAN will be the responsibility of the City and will require Grantee's approval to ensure equipment compatibility. If there are incremental equipment and maintenance costs specific to the PEG use of the C-RAN, Grantee will notify the City of such costs and allow the City the option of reimbursing Grantee for such costs or to cease using the C-RAN. Grantee shall not be responsible for providing a specific performance level over the C-RAN or resolving any transmission issues caused by incompatibility of audio or video file formats with interconnected equipment.

(13) Ancillary Equipment. Any ancillary equipment operated by Grantee for the transport of PEG Access Channels on Grantee's fiber paths or Cable System, whether referred to switchers, routers, or other equipment, will be purchased and maintained by Grantee, at no cost to the City or its designated PEG Access operator(s) for the life of the Franchise. Grantee is responsible for any ancillary equipment on its side of the demarcation point agreed by the City and Grantee, and the City or its designated PEG Access operator is responsible for all other production/playback equipment.

(14) PEG Streaming. Grantee agrees to include the PEG channels in its in-home streaming cable service application (currently Xfinity Stream), pursuant to 4-108(1). Grantee will use reasonable efforts to make the PEG channels available to Subscribers outside the home on its TV-TO-GO Application, or equivalent.

(15) Relocation of Headend. In the event Grantee relocates its headend, Grantee will be responsible for replacing or restoring the existing dedicated fiber connections to City's CTN studio at Grantee's cost so that all functions and capacity remain available, operate reliably, and satisfy all applicable technical standards and related obligations of the Franchise without charge to the City or its designated entities.

(16) Future PEG Origination Locations.

(a) At such time that the City determines:

(i) that the City desires the facilities and capacity to dedicate for long term use for the transmittal of recurring PEG programming to a cable headend or other point in the Cable System ("PEG Origination Location"), a new site from school, City facilities, other government facilities or other designated facilities (other than those indicated in paragraph 4-108(8)); or

(ii) that the City desires to establish or change a location from a current PEG Origination Location; or

(iii) that the City desires to upgrade the connection to Grantee from an existing PEG Origination Location, the City may elect to give Grantee written notice detailing the point of origination for the PEG Origination Location and the capability sought by the City. After such notice by City, Grantee shall be responsible for all PEG capital costs. Grantee shall have the right to recoup the non-PEG capital maintenance costs on a marginal cost basis associated with the PEG transport as set forth in Section 4-108(9). Grantee will implement any necessary Cable System changes within a

reasonable period of time. Nothing herein prevents the City, or a private contractor retained by the City, from constructing said return fiber. Grantee agrees that it shall not impose any recurring charge for the use of connections/ facilities that would be inconsistent with Applicable Law.

(17) PEG Access Channel Carriage.

(a) Grantee shall provide all necessary transmission equipment, at no cost to the City, from the demarcation point and throughout Grantee's distribution system in order to deliver the PEG Access Channels. Any and all costs associated with any modification of the PEG Access Channels or signals after the PEG Access Channels/ signals leave the City's designated playback facilities, or any designated playback center authorized by the City shall be borne entirely by Grantee. Grantee shall not cause any programming to override PEG programming on any PEG Access Channel, except by oral or written permission from the City, with the exception of emergency alert signals.

(b) The City may request, and Grantee shall provide, additional PEG Access Channels as may be required by Minn. Stat. § 238.084.

(c) The City or its designee shall be responsible for developing, implementing, interpreting, and enforcing rules for PEG Access Channel use.

(d) The Grantee shall monitor the PEG Access Channels for technical quality to ensure that they meet FCC technical standards including those applicable to the carriage of PEG Access Channels, provided however, that the Grantee is not responsible for the production quality of PEG programming productions. The City, or its designee, shall be responsible for the production and quality of all PEG access programming. Grantee shall carry all components of the standard definition of PEG Access Channel including, but not limited to, closed captioning, stereo audio and other elements associated with the programming.

(18) PEG Access Channel Support.

(a) Effective with the first Subscriber bill after the Effective Date of this Franchise, Grantee shall remit a PEG fee to the City of 2.3% of Grantee's Gross Revenues in support of PEG capital ("PEG Fee").

(b) The PEG Fee may be used by City for PEG capital costs in accordance with Applicable Law.

(c) The PEG Fee may be used by the City to fund PEG expenditures in accordance with Applicable Law.

(d) The PEG Fee is not part of the Franchise Fee and, so long as it is used in accordance with Applicable Law, instead falls within one or more of the exceptions in 47 U.S.C. §542. The PEG Fee may be categorized, itemized, and passed through to Subscribers as permissible, in accordance with 47 U.S.C. §542 or other Applicable Laws. Grantee agrees that it will not offset or reduce its payment of past, present, or future Franchise Fees required as a result of its obligation to remit the PEG Fee so long as the PEG Fee is used in a manner consistent with this Section.

(e) The parties agree that PEG funding may be used to support streaming of PEG programming, provided the City does not permit PEG funding to be used for operational expenses if prohibited by Applicable Law.

(f) Any PEG Fees owing pursuant to this Franchise which remain unpaid more than twenty-five (25) Days after the date the payment is due shall be delinquent and shall thereafter accrue interest at ten percent (10%) per annum.

(19) PEG Technical Quality.

(a) Grantee will deliver the Access Channels to Subscribers so that it is viewable without degradation, provided that it is not required to deliver a PEG Access Channel at a resolution higher than the highest resolution used by Grantee in connection with the

delivery of local broadcast signals to Subscribers in the City. Grantee may implement SD/HD carriage of the PEG Access Channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality comparable (meaning indistinguishable to the viewer) to broadcast SD/HD channels carried on the Cable System.

(b) Within eight (8) hours of a written or e-mailed request from City to the Grantee identifying a technical problem with a PEG Access Channel and requesting assistance, Grantee will provide technical assistance or diagnostic services to determine whether or not a problem with a PEG signal is the result of matters for which Grantee is responsible and if so, Grantee will take prompt corrective action. If the problem persists and there is a dispute about the cause, then the parties shall meet with engineering representation from Grantee and the City in order to determine the course of action to remedy the problem.

(c) If changes in the technology used by the Grantee require additional equipment for reception of PEG Access Channels, the Grantee shall make such equipment available free of charge and at no cost to the City.

(20) Change in Technology. In the event Grantee makes any change in the Cable System and related equipment and facilities or in its signal delivery technology, including, without limitation, relocation of Grantee's headend, which requires the City to obtain new equipment in order to be compatible with such change for purposes of transport and delivery of the PEG Access Channels, Grantee shall, at its own expense and free of charge to City or its designated entities, purchase such equipment for the City as may be necessary to facilitate the cablecasting of the PEG Access Channels in accordance with the requirements of the Franchise.

(21) Regional Channel Six. Grantee shall make available Regional Channel Six as long as it is required to do so by Applicable Law.

(22) Compliance with Minnesota Statutes Chapter 238. In addition to the requirements contained in this Section 4-108 of this Franchise, Grantee and City shall comply with the PEG requirements mandated by Minn. Stat. § 238.084.

4-109 Regulatory Provisions.

(1) Intent. The City shall have the right to administer and regulate activities under the Franchise up to the full extent permitted by Applicable Law.

(2) Delegation of Authority to Regulate. The City reserves the right to delegate its regulatory authority wholly or in part to agents of the City, including, but not limited to, an agency which may be formed to regulate several franchises in the region in a manner consistent with Applicable Laws. Any existing delegation in place at the time of the grant of this Franchise shall remain intact unless expressly modified by City.

(3) Regulation of Rates and Charges.

(a) Right to Regulate. The City reserves the right to regulate rates or charges for any Cable Service within the limits of Applicable Law, to enforce rate regulations prescribed by the FCC, and to establish procedures for said regulation or enforcement.

(b) Notice of Change in Rates and Charges. Throughout the term of this Franchise, Grantee shall give the City and all Subscribers within the City at least thirty (30) Days' notice of any intended modifications or additions to Subscriber rates or charges. Nothing in this subsection shall be construed to prohibit the reduction or waiving of rates or charges in conjunction with promotional campaigns for the purpose of attracting Subscribers or users. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change. When the change involves the deletion of Channels, each Channel deleted must be separately identified. For purposes of the carriage of digital broadcast signals, Grantee need only identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain

dayparts.

(c) Rate Discrimination Prohibited. Within any category of Subscribers, Grantee shall not discriminate among Subscribers with regard to rates and charges made for any service based on considerations of race, color, creed, sex, marital or economic status, national origin, sexual preference, or (except as allowed by Applicable Law) neighborhood of residence, except as otherwise provided herein; and for purposes of setting rates and charges, no categorization of Subscribers shall be made by Grantee on the basis of those considerations. Nevertheless, Grantee shall be permitted to establish (1) discounted rates and charges for providing Cable Service to low-income, handicapped, or low-income elderly Subscribers, (2) promotional rates, and (3) bulk rate and package discount pricing.

4-110 Bond.

(1) Performance Bond. Upon the Effective Date of this Franchise and at all times thereafter until the Grantee has performed all of its obligations under this Franchise, Grantee shall, pursuant to the City Code, file with the City, a bond in the sum of One-Hundred Thousand Dollars ($100,000) in such form and with such sureties as shall be acceptable to the City, conditioned upon the faithful performance by Grantee of this Franchise and upon the further condition that in the event Grantee shall fail to comply with any law, ordinance or regulation, there shall be recoverable jointly and severally from the principal and surety of the bond, any damages or losses suffered by the City as a result, including the full amount of any compensation, indemnification, or cost of removal of any property of Grantee, including a reasonable allowance for attorneys' fees and costs (with interest at two percent (2%) in excess of the then prime rate), up to the full amount of the bond, and which bond shall further guarantee payment by Grantee of all claims and liens against the City, or any public property, and taxes due to the City, which arise by reason of the construction, operation, maintenance or use of the Cable System.

(2) Rights. The rights reserved by City with respect to the bond are in addition to all other rights the City may have under this Franchise or any other law.

(3) Reduction of Bond Amount. City may, in its sole discretion, reduce the amount of the bond.

(4) Procedure to Draw on Bond.

(a) The parties shall follow the procedure set forth in Section 4-112(1) of this Franchise regarding any draw on the Bond.

(b) In the event this Franchise is terminated in accordance with the procedure set forth in Section 4-112, the City shall be entitled to collect from the Bond that amount which is attributable to any damages sustained by the City as a result of said violation.

(c) Grantee shall be entitled to the return of the Bond, or portion thereof, as remains one hundred and twenty (120) Days after the expiration of the term of the Franchise or termination for violation thereof, provided the City has not notified Grantee of any actual or potential damages incurred as a result of Grantee's operations pursuant to the Franchise or as a result of said violation.

(d) The rights reserved to the City with respect to the Bond are in addition to all other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to the Bond shall affect any other right the City may have.

4-111 Security Fund.

(1) Security Fund. Within thirty (30) Days of the Effective Date, Grantee shall establish and provide to the City or the Commission, on behalf of the City, as security for the faithful performance by Grantee of all provisions of this Franchise, an irrevocable letter of credit from a

financial institution satisfactory to the City or the Commission in the amount of Twenty-Five Thousand and No/100 Dollars ($25,000.00) ("Security Fund"). Failure to post the Security Fund shall constitute a material violation of this Franchise. The Security Fund shall serve as security for the faithful performance by Grantee of all the provisions of this Franchise and compliance with all orders, permits and directions of the City and the payment by Grantee of any claim, liens, costs, expenses and taxes due the City which arise by reason of the construction, operation or maintenance of the Cable System. The obligation to establish the Security Fund required by this paragraph is unconditional. If Grantee fails to establish the Security Fund as required, the City may take whatever action is appropriate to require the establishment of that Security Fund and may recover its costs, reasonable attorneys' fees, and an additional penalty of Five Thousand Dollars ($5,000) in that action.

(2) Withdrawal of Funds. The Security Fund shall permit the City to withdraw funds upon demand (sight draft). Grantee shall not use the Security Fund for other purposes and shall not assign, pledge or otherwise use this Security Fund as security for any other purpose.

(3) Liquidated Damages. Subject to Sections 4-111(5) and 4-111(10), in addition to recovery of any monies owed by Grantee to City or damages to City as a result of any acts or omissions by Grantee pursuant to the Franchise, City in its sole discretion may charge to and collect from the Security Fund the following liquidated damages:

(a) For failure to provide data, documents, reports or information or to cooperate with City during an application process, audit, or System review, the liquidated damage shall be Two Hundred Fifty Dollars ($250.00) per Day for each Day, or part thereof, such failure occurs or continues.

(b) For failure to comply with any of the provisions of this Franchise for which a penalty is not otherwise specifically provided pursuant to this Section 10.3, the liquidated damage shall be Two Hundred Fifty Dollars ($250.00) per Day for each Day, or part thereof, such failure occurs or continues.

(c) For failure of Grantee to comply with construction, operation or maintenance standards, the liquidated damage shall be Five Hundred Dollars ($500.00) per Day for each Day, or part thereof, such failure occurs or continues.

(d) For failure to provide the services Grantee has proposed, including but not limited to the implementation and the utilization of the PEG Channels, the liquidated damage shall be Two Hundred Fifty Dollars ($250.00) per Day for each Day, or part thereof, such failure occurs or continues.

(4) Each Violation a Separate Violation. Each violation of any provision of this Franchise shall be considered a separate violation for which separate liquidated damages can be imposed.

(5) Withdrawal of Funds to Pay Taxes. If Grantee fails to pay to the City any taxes due and unpaid; or fails to repay to the City, any damages, costs or expenses which the City shall be compelled to pay by reason of any act or default of the Grantee in connection with this Franchise; or fails, after thirty (30) Days' notice of such failure by the City to comply with any provision of the Franchise which the City reasonably determines can be remedied by an expenditure of the Security Fund, the City may then draw from the Security Fund. Payments are not Franchise Fees as defined in Section 16 of this Franchise.

(6) Procedure for Draw on Security Fund. The parties shall follow the procedure set forth in Section 4-112 of this Franchise regarding any withdrawal from the Security Fund.

(7) Grantee's Right to Pay Prior to Security Fund Draw. Grantee shall have the opportunity to make prompt payment of any assessed liquidated damages and if Grantee fails to promptly remit payment to the City, the City may resort to a draw from the Security Fund in accordance with the terms of this Franchise.

(8) Failure to Establish Security Fund. City may draw on said Security Fund for the whole amount thereof and hold the proceeds, without interest, and use the proceeds to pay costs

incurred by City in performing and paying for any or all of the obligations, duties and responsibilities of Grantee under this Franchise that are not performed or paid for by Grantee pursuant hereto, including attorneys' fees incurred by the City in so performing and paying. The failure to establish a Security Fund under Section 4-111(1) may also, at the option of City, be deemed a violation by Grantee under this Franchise. The drawing on the Security Fund by City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such violation.

(9) Replenishment of Security Fund. If the City exhausts the Security Fund during a given violation proceeding, Grantee shall have no obligation to replenish the Security Fund for such violation proceeding. However, Grantee must replenish the Security Fund as security for any future franchise violation. If the amount of the Security Fund established under Section 4-111(1) is not enough to secure the performance of the obligations described in Section 4-111(1), then the City must resort to the Bond provided in Section 9 or other enforcement mechanisms provided under Section 4-112.

(10) Collection of Funds Not Exclusive Remedy. The collection by City of any damages or monies from the Security Fund shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the Security Fund, be deemed a waiver of any right of City pursuant to this Franchise or otherwise. Notwithstanding this Section, however, should the City elect to impose liquidated damages, that remedy shall remain the City's exclusive remedy for one hundred twenty (120) Days.

4-112 Violation Procedure.

(1) Basis for Violation. City shall give written notice to Grantee if City, in its sole discretion, determines that Grantee has:

(a) Violated any material provision of this Franchise or the acceptance hereto;

(b) Violated any law, ordinance, rule, order, regulation or determination of the City, state or federal government, not in conflict with this Franchise;

(c) Attempted to evade any provision of this Franchise or the acceptance hereof;

(d) Practiced or attempted to practice any fraud or deceit upon City or Subscribers; or

(e) Made a material misrepresentation of fact in the application for or negotiation of this Franchise;

The City may revoke this Franchise without the hearing required by Section 4-112(2) (Violation Procedure) herein if Grantee is adjudged a bankrupt.

(2) Violation Procedure. The written notice shall describe in reasonable detail the alleged violation so as to afford Grantee an opportunity to remedy the violation.

(a) Grantee shall have thirty (30) Days subsequent to receipt of the notice in which to correct the violation (or if such violation is of such a character as to require more than thirty (30) Days within which to cure the same, and Grantee fails to commence to cure the same within said thirty (30) Day period and thereafter fails to use reasonable diligence, in City's sole opinion, to cure such violation as soon as possible).

(b) Grantee may, within ten (10) Days of receipt of notice, notify the City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and shall stay the running of the above-described time until the City issues final findings of fact with respect to the violation. However, all penalties shall accrue from the date of the notice of violation until the City issues final findings of fact with respect to the violation.

(c) The City shall hear Grantee's dispute at the next regularly scheduled or specially scheduled meeting. Grantee shall have the right to speak and introduce evidence. The City shall determine whether Grantee has committed a violation and shall make written findings of fact relative to its determination.

(d) If after hearing the dispute, the violation is upheld by the City, then Grantee shall

have thirty (30) Days within which to remedy the violation.

(e) If Grantee fails to cure the violation within thirty (30) Days, such violation shall be a substantial breach and City may elect to terminate the Franchise, or establish and draw on the Bond or Security Fund as provided in Sections 4-111(9) or 4-111(10).

(f) The City may place the issue of termination of this Franchise before the governing body of City at a regular meeting. If City decides there is cause or reason to terminate, the following procedure shall be followed:

(i) City shall provide Grantee with a written notice of the reason or cause for proposed termination and shall allow Grantee a minimum of thirty (30) Days subsequent to receipt of the notice in which to correct the violation.

(ii) Grantee shall be provided with an opportunity to be heard at a public hearing prior to any decision to terminate this Franchise.

(iii) If, after notice is given and an opportunity to cure, at Grantee's option, a public hearing is held, and the City determines there was a violation, breach, failure, refusal or neglect, the City may declare by resolution the Franchise terminated and of no further force and effect unless there is compliance within such period as the City may fix, such period may not be less than thirty (30) Days. No opportunity for compliance need be granted for fraud or misrepresentation.

(3) Failure to Enforce. Grantee shall not be relieved of any of its obligations to comply promptly with any provision of the Franchise by reason of any failure of the City to enforce prompt compliance, and City's failure to enforce shall not constitute a waiver of rights or acquiescence in Grantee's conduct.

(4) Compliance with the Laws.

(a) If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to state laws and rules regarding cable communications not later than one (1) year after they become effective, unless otherwise stated, and shall conform to federal laws and regulations regarding cable as they become effective.

(b) If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.

4-113 Foreclosure and Receivership.

(1) Foreclosure. Upon the foreclosure or other judicial sale of the Cable System, Grantee shall notify the City of such fact and such notification shall be treated as a notification that a change in control of Grantee has taken place, and the provisions of this Franchise governing the consent to transfer or change in ownership shall apply without regard to how such transfer or change in ownership occurred.

(2) Receivership. The City shall have the right to cancel this Franchise subject to any applicable provisions of state law, including the Bankruptcy Act, one hundred twenty (120) Days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) Days, or unless:

(a) Within one hundred twenty (120) Days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this Franchise and remedied all defaults thereunder; and,

(b) Such receiver or trustee, within said one hundred twenty (120) Days, shall have executed an agreement, duly approved by the Court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

4-114 Reporting Requirements.

(1) Quarterly Reports. Within forty-five (45) Days after the end of each calendar quarter, Grantee shall submit to the City along with its Franchise Fee payment a report showing the basis for computation of the Franchise Fee and the PEG Fee prepared by an officer of Grantee showing the basis for the computation of the Franchise Fees paid during that period in a form and substance substantially equivalent to **Exhibit C** attached hereto. This report shall separately indicate revenues received by Grantee within the City including, but not limited to such items as listed in the definition of "Gross Revenues" at Section 4-102 of this Franchise.

(2) Reports. Upon request of the City and in no event later than thirty (30) Days from the date of receipt of such request, Grantee shall, free of charge, prepare and furnish to the City, at the times and in the form prescribed, such additional reports with respect to its operation, affairs, transactions, or property, as may be reasonably necessary to ensure compliance with the terms of this Franchise. City shall agree to maintain the continuing confidentiality of such records as so designated by Grantee. Neither City nor Grantee shall unreasonably demand or withhold information requested pursuant with the terms of this Franchise.

(3) Monthly Subscriber Data Report. Every other month Grantee shall provide the City with a Subscriber data report consistent with the information Grantee has historically provided over the prior franchise term.

(4) Public Records. Grantee acknowledges that information submitted by Grantee to the City may be open to public inspection under the Minnesota Government Data Practices Act ("MGDPA") pursuant to Minn. Stat. Chapter 13. The City shall follow all Applicable Laws and procedures for protecting any confidential and trade secret information of Grantee that may be provided to the City. Grantee acknowledges that the City shall at all times comply with the MGDPA related to the release of information and nothing herein shall be construed to waive or modify the City's obligations under the MGDPA.

(5) Communications with Regulatory Agencies.

(a) Grantee shall submit to City copies of any communications to any federal, state, or local courts, regulatory agencies, and other government bodies if such documents are directly related to the operation of Grantee's Cable System or Grantee's provision of Cable Services within the Franchise Area. Grantee shall submit such communications to the City no later than thirty (30) Days after such communications have been filed. Grantee shall not claim confidential, privileged, or proprietary rights to such documents unless under Applicable Law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency or as a request for confidential treatment is pending. With respect to all other reports, documents, and notifications provided to any federal, State, or local regulatory agency as a routine matter in the due

course of operating Grantee's Cable System within the Franchise Area, Grantee shall make such documents available to City upon City's written request.

(b) In addition, Grantee and its Affiliates shall within ten (10) Days of any communication to or from any judicial or regulatory agency regarding any alleged or actual violation of this Franchise, City regulation, or other requirement relating to the System, use its best efforts to provide the City a copy of the communication, whether or specifically requested by the City.

(6) Open Records. Grantee shall manage all of its operations in accordance with a policy of keeping its records open and accessible to the City. The City, upon reasonable notice, shall have the right to inspect those records of the Grantee and Affiliates necessary to determine compliance by Grantee with its obligations under this Franchise. Such inspection shall take place at any time during Normal Business Hours at a Grantee business operations site within the Twin Cities of Minnesota. Grantee shall not deny the City access to Grantee's records on the basis that Grantee's records are under the control of an Affiliate or a third party, rather than the Grantee. In the case of Affiliates not under Grantee's direct control, Grantee shall not be subject to the remedies set forth in Section 11 provided that Comcast demonstrates to the City's reasonable satisfaction that it is unable to compel such Affiliate(s) to permit inspection of its records, and Grantee has:

(a) Made available for inspection all records under its control that are relevant to the determination of compliance; and

(b) Exercised all reasonable efforts to compel such Affiliate(s) to make such records available for inspection.

4-115 Customer Service Policies.

(1) Response to Customers and Cooperation with City. Grantee shall promptly respond to all requests for service, repair, installation, and information from Subscribers. Grantee acknowledges the City's interest in the prompt resolution of all cable complaints and shall work in close cooperation with the City to resolve complaints. Grantee shall provide the City with the name, address, and telephone number of an office that will act as the Grantee's agent to receive complaints, regarding quality of service, equipment malfunctions, billings, and similar matters. Grantee will maintain an "escalated complaint process" to address unresolved complaints from Subscribers. A team of specifically identified employees of Grantee shall be available to the City via email, for reporting and resolving customer service issues. These specifically identified employees of Grantee will have the ability to take actions to resolve Subscriber complaints relating to billing, property or service restoration, technical appointments, and any other Subscriber matters as reasonably required by the City. Grantee will follow-up with the City in writing by email (and by phone when necessary) with a summary of the results of the complaint(s).

(2) Customer Service Agreement and Written Information. Grantee shall provide to Subscribers a comprehensive service agreement and information in writing for use in establishing Subscriber service. The following information, at a minimum, shall be provided to Subscribers:

(a) Services to be provided and rates for such services.

(b) Billing procedures.

(c) Service termination procedure.

(d) Change in service notifications.

(e) Liability specifications.

(f) Converter/Subscriber terminal equipment policy.

(g) How complaints are handled including Grantee's procedure for investigation and resolution of Subscriber complaints.

(h) The name, address, and phone number of the Person identified by the City as responsible for handling cable questions and complaints for the City. This information shall be prominently displayed, and Grantee shall submit the information to the City for review and approval as to its content and placement on Subscriber billing statements. A copy of the written information shall be provided to each Subscriber at the time of initial Connection and any subsequent reconnection.

(3) Reporting Complaints

(a) The requirements of this Section 4-115(3) shall be subject to Applicable Law regarding Subscriber privacy. Grantee shall maintain customer service performance data available for City inspection. Subscriber data shall include the date, name, address, and telephone number of Subscriber complaint as well as the subject of the complaint, date, and type of action taken to resolve the complaint, any additional action taken by Grantee or the Subscriber. The data shall be maintained in a way that allows for simplified access of the data by the City.

(b) Subject to federal law and upon reasonable request by the City, Grantee shall, within a reasonable amount of time, make available City with such customer service data for its review.

(4) Customer Service Standards. The City hereby adopts the customer service standards set forth in the FCC's rules and regulations, as amended. The City reserves the right to enact additional consumer protection laws and/or customer service requirements to the extent such laws and requirements are not inconsistent with or preempted by the FCC's customer service standards. Grantee shall, upon request, provide City with information which shall describe in detail, as reasonably determined by the City, Grantee's compliance with each term and provision of this Section 4-115(5). Grantee shall comply in all respects with the customer service requirements established by this Franchise, the Cable Act, and the FCC.

(5) Local Office. Grantee shall maintain one or more convenient local customer service and bill payment locations for matters such as receiving Subscriber payments, handling billing questions, equipment replacement, and customer service information.

(6) Cable System Telephone Availability.

(a) Grantee will maintain a local, toll-free telephone access line which will be available to its Subscribers twenty-four (24) hours a Day, seven (7) Days a week.

(i) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.

(ii) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business Day.

(b) Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.

(c) Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(d) Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

(e) Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

(f) Grantee shall utilize such equipment and software and keep such records as the

City may reasonably require to enable the City to determine whether Grantee is complying with all telephone answering standards required by this Franchise and applicable customer service regulations and laws, as amended from time to time. Grantee shall provide the City with a written quarterly report documenting Grantee's compliance with this Section 4-115(7).

(7) Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:

(a) Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to one hundred and fifty (150) feet from the existing distribution system.

(b) Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.

(c) The "appointment window" alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)

(d) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(e) If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(8) Communications between Grantee and Subscribers.

(a) Refunds. Refund checks will be issued promptly, but no later than either:

(i) The customer's next billing cycle following resolution of the request or thirty (30) Days, whichever is earlier, or

(ii) The return of the equipment supplied by Grantee if Cable Service is terminated.

(b) Credits. Credits for Cable Service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(9) Billing.

(a) Consistent with 47 C.F.R. § 76.1619, bills will be clear, concise, and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium Cable Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates, and credits.

(b) In case of a billing dispute, Grantee must respond to a written complaint from a Subscriber within thirty (30) Days.

(10) Subscriber Information.

(a) Grantee will provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:

(i) Products and Services offered;

(ii) Prices and options for programming services and conditions of subscription to programming and other services;

(iii) Installation and Service maintenance policies;

(iv) Instructions on how to use the Cable Service;

(v) Channel positions of programming carried on the System;

(vi) A copy of Grantee's refund policy for Cable Services; and

(vii) Billing and complaint procedures, including the address and telephone number of the City's cable office.

(b) Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by Grantee, including the address of the responsible officer of the City. Subscribers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) Days in advance of such changes if the change is within the control of Grantee, if required by Applicable Law. In addition, Grantee shall notify Subscribers at least thirty (30) Days in advance of any significant changes to the information required to be disclosed by this Section.

(11) Notice or Rate Programming Change. Grantee shall provide notice to Subscribers of rate or Service changes in compliance with Section 4-109(3)(b) (Regulation of Rates and Charges) above.

(12) Subscriber Contracts. Grantee shall, upon written request, provide the City with any standard form residential Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any standard form Subscriber contract(s) shall be available for public inspection during Normal Business Hours at a location in the Franchise Area, or on Xfinity.com. A list of Grantee's current Subscriber rates and charges for Cable Service and available Channel lineups shall be maintained on file with City and shall be available for public inspection at a location in the Franchise Area, or on Xfinity.com.

(13) Refund Policy. If a Subscriber's Cable Service is interrupted or discontinued, without cause, for twenty-four (24) or more consecutive hours, Grantee shall, upon request by the Subscriber, credit such Subscriber pro rata for such interruption. For this purpose, every month will be assumed to have thirty (30) Days.

(14) Late Fees. Grantee shall comply with all Applicable Laws with respect to any assessment, charge, cost, fee, or sum, however characterized, that Grantee imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.

(15) Disputes. All Subscribers and members of the general public may direct complaints, regarding Grantee's Service or performance to the chief administrative officer of the City or the chief administrative officer's designee, which may be a board or Commission of the City.

(16) Subscriber Bills. Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way that (A) is not misleading and (B) does not omit material information. To the extent permissible under Applicable Law, Grantee may, in its sole discretion, consolidate costs on Subscriber's bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

(17) Failure to Resolve Complaints. Grantee shall resolve a complaint within thirty (30) Days in a manner deemed reasonable by the City under the terms of the Franchise.

(18) Notification of Complaint Procedure. Grantee shall have printed clearly and prominently on each Subscriber bill and in the customer service agreement provided for in Section 4-115(3), the twenty-four (24) hour Grantee phone number for Subscriber complaints. Additionally, Grantee shall provide information to Subscribers concerning the procedures to follow when they are unsatisfied with measures taken by Grantee to remedy their complaint. This information will include the phone number of the City office or Person designated to handle complaints. Additionally, Grantee shall state that complaints should be made to Grantee prior to

contacting the City.

(19) Subscriber Privacy.

(a) To the extent required by Minn. Stat. §238.084 Subd. 1(s) Grantee shall comply with the following: No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such permission. The permission shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

(b) No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, including but not limited to lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee or its agents for Grantee's business use, and also to the Subscriber subject of that information, unless Grantee has received specific, affirmative, and express written permission from the Subscriber to make such data available. The request for permission and any renewal thereof must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such permission. The permission shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

(c) Written permission from the Subscriber shall not be required for the conducting of system wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in subparagraph (b) of this section.

(20) Grantee Identification. Grantee shall provide all customer service technicians and all other Grantee employees entering private property with appropriate picture identification so that Grantee employees may be easily identified by the property owners and Subscribers.

(21) Subscriber Rates. There shall be no charge for disconnection of any installation or outlet. If any Subscriber fails to pay a properly due monthly Subscriber fee, or any other properly due fee or charge, Grantee may disconnect the Subscriber's service outlet, provided, however, that such disconnection shall not occur until after the later of: (i) forty-five (45) Days after the original due date of said delinquent fee or charge; or (ii) ten (10) Days after delivery to Subscriber of written notice of the intent to disconnect. If a Subscriber pays before expiration of the later of (i) or (ii), Grantee shall not disconnect. After disconnection, upon payment in full of the delinquent fee or charge and the payment of a reconnection charge, Grantee shall promptly reinstate the Subscriber's Cable Service.

(22) Refunds.

(a) Refunds to Subscribers shall be made or determined in the following manner:

(i) If Grantee fails, upon request by a Subscriber, to provide any service then being provided to the Subscriber, Grantee shall promptly refund all deposits or advance charges paid for the service in question by said Subscriber. This provision does not alter Grantee's responsibility to Subscribers under any separate contractual agreement or relieve Grantee of any other liability that may be available under Applicable Law;

(ii) If any Subscriber terminates any monthly service because of failure of

Grantee to render the service in accordance with this Franchise, Grantee shall refund to such Subscriber the proportionate share of the charges paid by the Subscriber for the services not received. This provision does not relieve Grantee of liability established in other provisions of this Franchise; and

(iii) If any Subscriber terminates any monthly service prior to the end of a prepaid period, a proportionate amount of any prepaid Subscriber service fee, using the number of days as a basis, shall be refunded to the Subscriber by Grantee.

4-116 Compensation and Financial Provisions.

(1) Franchise Fees.

(a) During the term of the Franchise, Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of Gross Revenues. These payments shall be calculated and remitted to the City on a quarterly basis. If any such law, regulation or valid rule increases the five percent (5%) Franchise Fee ceiling established by the Cable Act, then the City shall have the right to (but shall not be required to) increase the Franchise Fee accordingly, provided such increase is for purposes not inconsistent with Applicable Law.

(b) Franchise Fees shall be paid quarterly not later than forty-five (45) Days following the end of a given quarter. Grantee shall include with each payment to the City a Franchise Fee payment worksheet, attached as **Exhibit C**, signed by an authorized representative of Grantee, which identifies Gross Revenues earned by Grantee during the period for which payment is made. No acceptance of any payment shall be construed as an accord that the amount paid is in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim which the City may have for further or additional sums payable under the provisions of this section.

(c) Neither current nor previously paid Franchise Fees shall be subtracted from the Gross Revenue amount upon which Franchise Fees are calculated and due for any period, unless otherwise required by Applicable Law.

(d) Any Franchise Fees owing pursuant to this Franchise which remain unpaid more than forty-five (45) Days after the dates specified herein shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum or two percent (2%) above prime lending rate as quoted by the Wall Street Journal, whichever is greater.

(2) Auditing and Financial Records. All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.

(a) If an audit or review discloses an overpayment or underpayment of franchise fees, the City shall notify Grantee of such overpayment or underpayment. The City's audit or review expenses shall be borne by the City unless the audit or review determines that the payment to the City should be increased by more than five percent (5%) in the audited/reviewed period, in which case the costs of the audit/review shall be borne by Comcast, up to a cap of $25,000 as a cost incidental to the enforcement of the Franchise. Any additional amounts due to the City as a result of the audit or review shall be paid to the City within thirty (30) days following written notice to Grantee by the City of the underpayment, which notice shall include a copy of the audit/review report. If the recomputation results in additional revenue to be paid to the City, such amount shall be subject to a ten percent (10%) annual interest charge.

(b) The City shall have the right to inspect and to require Grantee to provide any and all data, documents and records maintained by Grantee (or maintained by an Affiliate or a third-party contractor/vendor on behalf of Grantee) reasonably related to the calculation and payment of franchise fees. The Grantee shall maintain such records, documents, and data for a minimum of six (6) years.

(c) Grantee shall have thirty (30) business days to respond fully and completely to

any written request for data, documents and records issued by the City, unless an extension of time is granted by the City in writing. Grantee may request an extension of the thirty (30) business days deadline applicable to a written request for data, information, and documents no later than ten (10) business days after the date of such request. Every request for an extension of time shall describe, in detail, the reasons the extension is necessary. The City may, in its sole discretion, grant or deny an extension request, and shall act reasonably in making such a determination based on the scope and complexity of the information request at issue and the facts cited by Grantee in its written extension request.

(d) In the event any franchise fee payment or recomputation amount is not made on or before the required date, Grantee shall pay, during the period such unpaid amount is owed, the additional compensation and interest charges computed from such due date, at an annual rate of ten percent (10%).

(e) Nothing in this Franchise shall be construed to limit any authority of the City to impose any tax, fee, or assessment of general applicability.

(f) The Franchise Fee payments required by this Franchise shall be in addition to any and all taxes or fees of general applicability. Grantee shall not have or make any claim for any deduction or other credit of all or any part of the amount of said Franchise Fee payments from or against any of said taxes or fees of general applicability, except as expressly permitted by Applicable Law. Grantee shall not apply nor seek to apply all or any part of the amount of said Franchise Fee payments as a deduction or other credit from or against any of said taxes or fees of general applicability, except as expressly permitted by Applicable Law. Nor shall Grantee apply or seek to apply all or any part of the amount of any of said taxes or fees of general applicability as a deduction or other credit from or against any of its franchise fee obligations, except as expressly permitted by law.

(g) Grantee shall ensure that Persons that only subscribe to non-cable service (*e.g.*, Persons who subscribe only to high-speed Internet access, telephone service, alarm monitoring, or a combination of services that does not include cable service) are not assessed Franchise Fees on ancillary charges imposed by Grantee on such Subscribers, including, but not limited to, late fees, convenience fees, and non-sufficient funds (NSF) charges, unless the imposition of Franchise Fees is permitted by Applicable Laws.

(3) Review of Record Keeping Methodology. Upon request, Grantee agrees to meet with a representative of the City to review its methodology of record-keeping, financial reporting, computing Franchise Fee obligations, and other procedures the understanding of which the City deems necessary for understanding the meaning of reports and records.

(4) Indemnification by Grantee. Grantee shall, at its sole expense, fully indemnify, defend and hold harmless the City, and in their capacity as such, the officers and employees thereof, from and against any and all claims, suits, actions, liability and judgments for damage or otherwise except those arising wholly from negligence or willful misconduct on the part of the City or its employees; for actual or alleged injury to Persons or property, including loss of use of property due to an occurrence, whether or not such property is physically damaged or destroyed, in any way arising out of or through or alleged to arise out of or through the acts or omissions of Grantee or its officers, agents, employees, or contractors or to which Grantee's or its officers, agents, employees or contractors acts or omissions in any way contribute, and whether or not such acts or omissions were authorized or contemplated by this Franchise or Applicable Law; arising out of or alleged to arise out of any claim for damages for Grantee's invasion of the right of privacy, defamation of any Person, firm or corporation, or the violation of infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any Person, firm or corporation; arising out of or alleged to arise out of Grantee's failure to comply with the provisions of any Applicable Law. Nothing herein shall be deemed to prevent the City, its officers, or its employees from participating in the defense of any litigation by their own counsel

at such parties' expense. Such participation shall not under any circumstances relieve Grantee from its duty of defense against liability or of paying any judgment entered against the City, its officers, or its employees. The City shall give the Grantee written notice of its obligation to indemnify within ten (10) business days of receipt of a claim or action pursuant to this subsection.

(5) Grantee Insurance. Upon the Effective Date, Grantee shall, at its sole expense take out and maintain during the term of this Franchise public liability insurance with a company licensed to do business in the state of Minnesota with a rating by A.M. Best & Co. of not less than "A-" that shall protect the Grantee, City and its officials, officers, directors, employees and agents from claims which may arise from operations under this Franchise, whether such operations be by the Grantee, its officials, officers, directors, employees and agents or any subcontractors of Grantee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee's vehicles, products, and operations. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall not be less than Three Million Dollars ($3,000,000). The liability policy shall include:

(a) The policy shall provide coverage on an "occurrence" basis.

(b) The policy shall cover personal injury as well as bodily injury.

(c) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries, and property damage.

(d) Broad form property damage liability shall be afforded.

(e) City shall be named as an additional insured on the policy.

(f) An endorsement shall be provided which states that the coverage is primary insurance with respect to claims arising from Grantee's operations under this Franchise and that no other insurance maintained by the City will be called upon to contribute to a loss under this coverage.

(g) Standard form of cross-liability shall be afforded.

(h) An endorsement stating that the policy shall not be canceled without thirty (30) Days' notice of such cancellation given to City.

(i) City reserves the right to adjust the insurance limit coverage requirements of this Franchise no more than once every three (3) years. Any such adjustment by City will be no greater than the increase in the State of Minnesota Consumer Price Index (all consumers) for such three (3) year period.

(j) Upon the Effective Date, Grantee shall submit to City a certificate documenting the required insurance, as well as any necessary properly executed endorsements. The certificate and documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Grantee has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such endorsements or certificates or other evidence of insurance, or to advise Grantee of any deficiencies in such documents and receipt thereof shall not relieve Grantee from, nor be deemed a waiver of, City's right to enforce the terms of Grantee's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph or to require further documentation reasonably necessary to form an opinion regarding the adequacy of Grantee's insurance coverage.

4-117 Miscellaneous Provisions.

(1) Posting and Publication. This Franchise shall be published in accordance with Applicable local and Minnesota law.

(2) Guarantee of Performance. Grantee agrees that it enters into this Franchise voluntarily in order to secure and in consideration of the grant from the City of a ten (10) year Franchise. Performance pursuant to the terms and conditions of this Franchise is guaranteed by Grantee.

(3) Entire Agreement. This Franchise contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically set forth herein, and cannot be changed orally but only by an instrument in writing executed by the parties. This Franchise is made pursuant to Minnesota Statutes Chapter 238 and the City Code, and is intended to comply with all requirements set forth therein.

(4) Consent. Wherever the consent or approval of either Grantee or the City is specifically required in this agreement, such consent or approval shall not be unreasonably withheld.

(5) Prior Franchise Terminated. The cable television franchise originally granted by Ordinance 1702 is hereby terminated.

(6) Franchise Acceptance. No later than sixty (60) Days following City Council approval of this Franchise, Grantee shall execute and return to the City an original franchise agreement. The executed agreements shall be returned to the City accompanied by performance bonds, security funds, and evidence of insurance, all as provided in this Franchise. In the event Grantee fails to accept this Franchise, or fails to provide the required documents, this Franchise may, upon Council action, be rescinded. The Grantee agrees that despite the fact that its written acceptance may occur after the Effective Date, the obligations of this Franchise shall become effective on the Effective Date.

(7) Amendment of Franchise. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made to address technology changes or advances subsequent to a review session pursuant to Section 4-103(6) (Periodic Public Review of Franchise) or at any other time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state, or local laws; provided, however, nothing herein shall restrict City's exercise of its police powers.

(8) Franchise Renewal. Any renewal of this Franchise shall be in accordance with Applicable Laws. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.

(9) Notice.

(a) All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of the Grantee or the City's administrator of this Franchise during Normal Business Hours or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

To the City:	City Manager City of Coon Rapids 11155 Robinson Drive Coon Rapids, Minnesota 55433
With Copies to:	Michael R. Bradley Bradley Werner, LLC 2145 Woodlane Drive, Suite 106 Woodbury, MN 55125
To the Grantee:	Comcast Regional senior Vice President

10 River Park Place
St. Paul, MN 5510

(b) Such addresses may be changed by either party upon notice to the other party given as provided in this section.

(c) Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be a addressed and directed to the Person of record as specified above.

(10) Rights of Individuals.

(a) Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, disability, national origin, age, gender, or sexual preference. Grantee shall comply at all times with all Applicable Laws relating to nondiscrimination.

(b) Grantee shall adhere to the applicable equal employment opportunity requirements of Applicable Laws, as now written or as amended from time to time including 47 U.S.C. Section 551, Protection of Subscriber Privacy.

(11) Rights Reserved to City. In addition to any rights specifically reserved to the City by this Franchise, the City reserves to itself every right and power to which it is entitled under Applicable Law.

(12) Severability. If any provision of this Franchise is held by any governmental authority of competent jurisdiction, to be invalid as conflicting with any Applicable Laws now or hereafter in effect, or is held by such governmental authority to be modified in any way in order to conform to the requirements of any such Applicable Laws, such provision shall be considered a separate, distinct, and independent part of this Franchise, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such Applicable Laws are subsequently repealed, rescinded, amended, or otherwise changed, so that the provision hereof which had been held invalid or modified is no longer in conflict with such laws, said provision shall thereupon return to full force and effect and shall thereafter be binding on City and Grantee, provided that City shall give Grantee thirty (30) Days written notice of such change before requiring compliance with said provision.

(13) Force Majeure. In the event that either party is prevented or delayed in the performance of any of its obligations, under this Franchise by reason of acts of God, floods, fire, hurricanes, tornadoes, earthquakes, or other unavoidable casualties, insurrection, war, riot, vandalism, strikes, delays in receiving permits where it is not the fault of Grantee, public easements, sabotage, acts or omissions of the other party, or any other similar event beyond the reasonable control of that party, it shall have a reasonable time under the circumstances to perform such obligation under this Franchise, or to procure a substitute for such obligation to the reasonable satisfaction of the other party.

(14) Work of Contractors and Subcontractors. Work by contractors and subcontractors are subject to the same restrictions, limitations, and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors, and others performing work on its behalf as if the work were performed by it and shall ensure that all such work is performed in compliance with this Franchise, the City Code, and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors, or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise, the City Code and other Applicable Laws governing the work performed by them.

(15) Governing Law. This Franchise shall be deemed to be executed in the State of Minnesota, and shall be governed in all respects, including validity, interpretation, and effect, and construed in accordance with, the laws of the State of Minnesota, as applicable to contracts entered into and performed entirely within the State.

(16) Compliance with Law.

(a) If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to state laws and rules regarding cable communications not later than one (1) year after they become effective, unless otherwise stated, and shall conform to federal laws and regulations regarding cable as they become effective.

(b) If any term, condition or provision of this Franchise or the application t hereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended, or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules, and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.

(17) Nonenforcement by City. Grantee shall not be relieved of its obligation to comply with any of the provisions of this Franchise by reason of any failure of the City or to enforce prompt compliance.

(18) Captions. The paragraph captions and headings in this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning of interpretation of this Franchise.

(19) Calculation of Time. Where the performance or doing of any act, duty, matter, payment, or thing is required hereunder and the period of time or duration for the performance is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last Day of the prescribed or fixed period or duration of time. When the last Day of the period falls on Saturday, Sunday, or a legal holiday, that Day shall be omitted from the computation and the next business Day shall be the last Day of the period.

(20) No Waiver. All rights and remedies given to the City by this Franchise or retained by the City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

(21) Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has reviewed the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes the City has the power to make the terms and conditions contained in this Franchise.

(22) Survival of Terms. Upon the termination or forfeiture of the Franchise, Grantee shall no longer have the right to occupy the Streets for the purpose of providing Cable Service. However, Grantee's obligations to the City (other than the obligation to provide service to Subscribers) shall survive according to their terms.

(23) No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

(24) Competitive Equity. The City reserves the right to grant additional franchises or similar authorizations to provide video programming services via Cable Systems or similar wireline systems located in the public Rights-of-Way. It is not the City's intent to treat competitors in a discriminatory manner and to advantage one competitor over another by regulation. If the City grants such an additional franchise or similar authorization to use the public rights of way to provide such services and Grantee believes the City has done so on terms materially more favorable than the Material Obligations (defined below) under this Franchise, then the provisions of this paragraph will apply.

As part of the Grantee's franchise, the City has agreed upon the following terms as a condition of granting the franchise which terms may place the Grantee at a significant competitive disadvantage if not required of a competitor: a 5% franchise fee, PEG funding, PEG channels, and customer service obligations (hereinafter "Material Obligations").

Within one year of the adoption of the competitor's franchise or similar authorization, Grantee must notify the City in writing of the Material Obligations in Grantee's franchise that exceed the Material Obligations of the competitor's franchise or similar authorization. The City shall have sixty (60) days to agree to allow Grantee to adopt the same Material Obligations provided to the competitor, or dispute that the Material Obligations are different. In the event the City disputes the Material Obligations are different, Grantee may bring an action in federal or state court for a determination as to whether the Materials Obligations are different.

Nothing in this section is intended to alter the rights or obligations of either party under state law, and it shall only apply to the extent permitted under applicable FCC orders. In no event will the City be required to refund or to offset against future amounts due the value of benefits already received.

This provision does not apply if the City is ordered or required to issue a franchise on different terms and conditions, or it is legally unable to do so; and the relief is contingent on the new franchisee actually commencing provision of service in the market to its first customer. This provision does not apply to open video systems, nor does it apply to common carrier systems exempted from franchise requirements pursuant to 47 U.S.C. Section 571; or to systems that serve less than 5% (five per cent) of the geographic area of the City; or a system that only provides video services via the public Internet.

4-118 Acceptance Required. This Ordinance and Cable Television Franchise Agreement must be accepted by Comcast as provided in Section 4-117(6) of the Cable Television Franchise Agreement.

4-119 Repealer. Upon the effective date this Ordinance, Comcast's franchise as set forth in Ordinance No. 1702 shall be repealed and replaced by this Ordinance and Cable Television Franchise Agreement; and

4-120 Effective Date. This ordinance and Cable Television Franchise Agreement shall be effective fifteen (15) days from date of the publication.

Introduced this 23rd day of July, 2024.

Adopted this 5th day of August, 2024.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

Exhibit A

Fiber PEG Transport Lines

Coon Rapids Studio, 11215 Robinson Drive NW, Coon Rapids, MN 55433, to Comcast Hub

Complimentary Cable Service to Public Buildings

MORRIS BYE ELEMENTARY SCHOOL	11931 CROOKED LAKE BLVD NW	COON RAPIDS	55433
SAND CREEK ELEMENTARY SCHOOL	12156 OLIVE ST NW	COON RAPIDS	55448
NORTHDALE MIDDLE SCHOOL	11301 DOGWOOD ST NW	COON RAPIDS	55448
COON RAPIDS MIDDLE SCHOOL	11600 RAVEN ST NW APT A	COON RAPIDS	55433
COON RAPIDS SENIOR HIGH SCHOOL	2340 NORTHDALE BLVD NW	COON RAPIDS	55433
HOOVER ELEMENTARY SCHOOL	2369 109TH AVE NW	COON RAPIDS	55433
HAMILTON ELEMENTARY SCHOOL	1374 111TH AVE NW	COON RAPIDS	55433
RIVER TRAIL LEARNING CENTER ELEMENTARY SCHOOL	1700 COON RAPIDS BLVD NW	COON RAPIDS	55433
EISENHOWER ELEMENTARY SCHOOL	151 NORTHDALE BLVD NW	COON RAPIDS	55448
MISSISSIPPI ELEMENTARY SCHOOL	10620 DIRECT RIVER DR NW	COON RAPIDS	55433
POLICE DEPT	11155 ROBINSON DR NW	COON RAPIDS	55433
CTN - COMMUNITY TV	11215 ROBINSON DR NW	COON RAPIDS	55448
CIVIC CENTER	11155 ROBINSON DR NW	COON RAPIDS	55433
FIRE STATION 1	1460 EGRET BLVD NW	COON RAPIDS	55433
FIRE STATION 2	1199 121ST AVE NW	COON RAPIDS	55448
FIRE STATION 3	3150 111th AVE NW	COON RAPIDS	55433
CITY HALL	11155 ROBINSON DR NW	COON RAPIDS	55433
PUBLIC WORKS	1831 111TH AVE NW	COON RAPIDS	55433

Exhibit B

CRAN Locations

Delivery of live and recorded programming to and from below listed entities on C-RAN

1. North Metro TV (NMTV) (1 receive channel and 1 send channel)
2. Quad Cities Community Television (QCTV) (1 receive channel and 1 send channel)
3. Town Square Television (1 receive channel and 1 send channel)

Exhibit C

Franchise Fee Payment Worksheet

CONFIDENTIAL

COMCAST

System Name:	Comcast of Minnesota, Inc.
Email:	Prasant_Nadella@cable.comcast.com
Phone:	610-665-2579

Vendor ID:	XXXXX
Contract Name:	X
Statement Period:	Jan - Mar, 2020
Payment Amount:	$X
Statement Number:	XXXXXX
CUID:	XXXXXX
System ID:	XXXX-XXXX-XXXX

This statement represents your payment for the period listed above.

Revenue Category	Amount
Expanded Basic Video Service	$
Limited Basic Video Service	$
Digital Video Service	$
Pay	$
PPV / VOD	$
Digital Video Equipment	$
Video Installation / Activation	$
Franchise Fees	$
Guide	$
Other	$
Late Fees	$
Write-offs / Recoveries	$
Ad Sales	$
Home Shopping Commissions	$
Total	$
Franchise Fee %	%
Franchise Fee	$

City Council Regular **6.**

Meeting Date: 08/05/2024

Subject: Consider Resolution 24-6(9) Awarding Contract for the Coon Creek Regional Trail Pedestrian Bridge over Coon Rapids Boulevard, Project 24-6

Submitted For: Mark Hansen, City Engineer

From: Amanda Romano, Administrative Assistant II

INTRODUCTION

At its regular meeting on May 21, 2024, the Council approved plans and specifications and ordered the advertisement for bids for the Coon Creek Regional Trail Pedestrian Bridge over Coon Rapids Boulevard, Project 24-6. The Council is requested to award a contract at this time.

DISCUSSION

The proposed project includes construction of a pedestrian bridge over Coon Rapids Boulevard northwest of Zilla Street.

The advertisement for bids was published on May 24 and 31, 2024, and bids were received on July 11, 2024. A summary of bids is as follows:

CONTRACTOR	TOTAL BID
Ames Construction	$4,644,956.62
Kraemer North America, LLC	$5,016,949.95
Redstone Construction, LLC	$5,463,798.75
C.S. McCrossan Construction, Inc.	$6,056,925.45
Lunda Construction Co.	$6,068,521.25

The Engineer's Estimate for the project was $5,875,613. The low bidder, Ames Construction, has previously completed similar projects and has performed well. Pending the award of the contract, construction will start during the fall of 2024 and be completed by September 30, 2025.

RECOMMENDATION

Staff recommends Council adopt Resolution No. 24-6(9) awarding a contract to Ames Construction, in the amount of $4,644,956.62, for project 24-6 Coon Creek Regional Trail Pedestrian Bridge over Coon Rapids Boulevard Project.

BUDGET IMPACT:

Funding for this project will come from a federal regional solicitation grant, state bonding funds, and a contribution by Anoka County.

Attachments

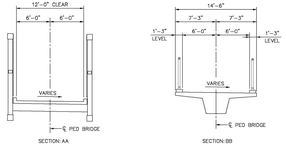
COON CREEK TRAIL BRIDGE
PROJECT LAYOUT
SEPTEMBER 2023
CITY OF COON RAPIDS

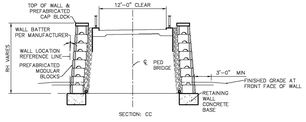
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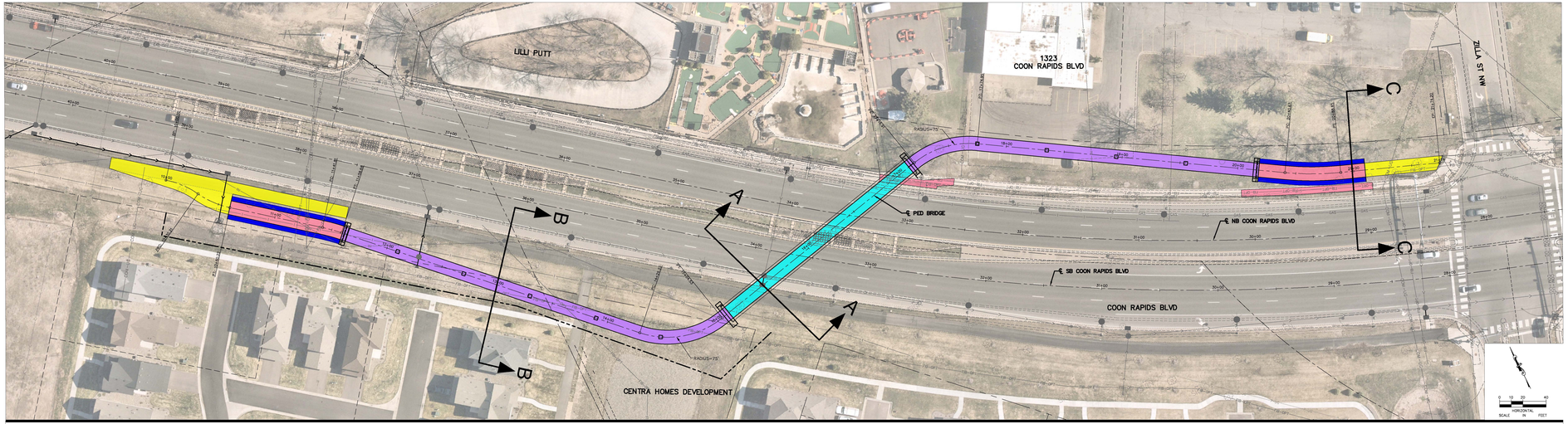
COON RAPIDS Minnesota

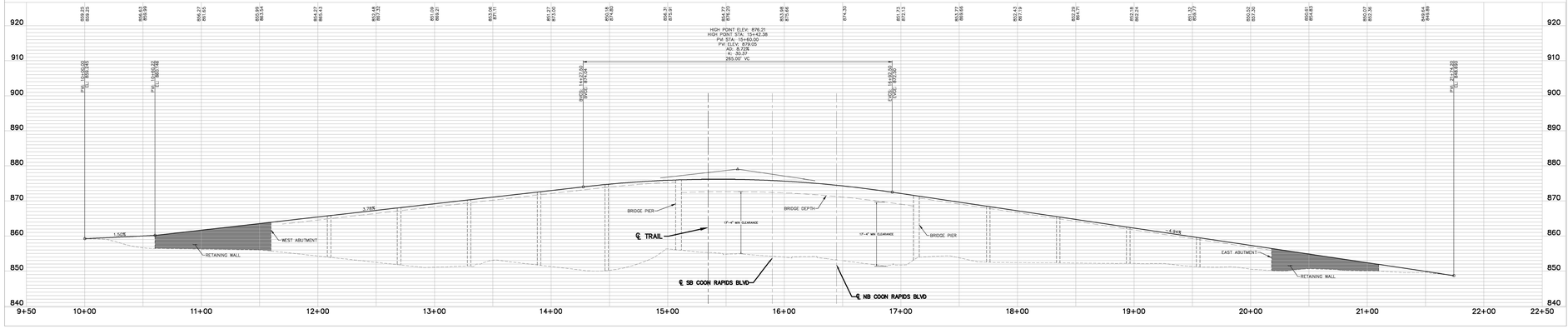
LEGEND

- PROPOSED BITUMINOUS TRAIL
- PROPOSED CONCRETE WALK
- PROPOSED MAIN SPAN
- PROPOSED RETAINING WALL
- PROPOSED APPROACH SPAN









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RESOLUTION NO. 24-6(9)

(9) RESOLUTION ACCEPTING BID AND AWARDING CONTRACT

WHEREAS, pursuant to an advertisement for bids for the improvement of the Coon Creek Regional Trail System by construction of a pedestrian bridge over Coon Rapids Boulevard, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement: (3 lowest)

Ames Construction	$4,644,956.62
Kraemer North America, LLC	$5,016,949.95
Redstone Construction, LLC	$5,463,798.75

WHEREAS, it appears that Ames Construction of Burnsville, Minnesota is the lowest responsible bidder; and

WHEREAS, the City of Coon Rapids expects to reimburse all or a portion of the project expenditures with the proceeds of debt to be incurred by the City; and

WHEREAS, this declaration is made pursuant to Section 1.103-18 of the Income Tax Regulations of the Internal Revenue Service.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that the bid of $4,644,956.62 by Ames Construction for Coon Rapids Improvement Project 24-6 be accepted as the lowest responsible bid.

BE IT FURTHER RESOLVED that the Mayor and City Manager are hereby authorized and directed to enter into a contract with Ames Construction of Burnsville, Minnesota for the improvement of the Coon Creek Regional Trail System by construction of a pedestrian bridge over Coon Rapids Boulevard according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

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

Adopted this 5th day of August, 2024.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

City Council Regular **7.**

Meeting Date: 08/05/2024

Subject: PC 24-9, Consider Adoption of Ordinance No. 2308, Rezoning 10701 Butternut St NW, September Son Architecture, LLC

Submitted For: Max Pattsner, Senior Planner **From:** Max Pattsner, Senior Planner

INTRODUCTION

The applicant is requesting approval to rezone the subject property from Office to Moderate Density Residential (MDR). The applicant has also brought forward a site plan and preliminary plat for a proposed 34-unit townhome development on the property.

Comments received by the Planning Commission at the May 16th Public Hearing raised concerns that a development meeting the MDR zoning standards could create traffic issues on Butternut Street, the residential street where a development access would be most likely to be located. In response, City Councilmembers have requested that the applicant show how it would address potential traffic issues related to a development meeting MDR standards.

City staff have worked with the applicant and with Anoka County (owner of University Avenue, adjacent to the subject property) to develop possible access options that address these traffic concerns, are considered feasible by the applicant, are supported by City Engineering & Public Works staff, and are supported by Anoka County staff. Staff have identified three options that could be supported by City staff, should they be considered feasible by the developer and supported by Anoka County staff.

The preferred option by City staff would be for the only access to be a right-in/right-out onto University Avenue. This option avoids any traffic accessing or leaving the site directly from Butternut Street, and so is believed to be the best for addressing potential traffic issues on Butternut Street. A right-turn lane would likely be required on University Avenue to support this new access. City staff have received preliminary support from Anoka County staff for this option, and the option is considered to be feasible by the developer. However, Anoka County, and not the City, ultimately has the authority to allow or disallow said access. Staff believe there is a high chance the access will be allowed, but options two and three are provided as a contingency in case this access will not be allowed.

Option two also requires approval by the County, and is considered by City staff to be even more likely to be approved. This would consist of a right-out only from the site onto University Avenue, and a right-in only into the site from Butternut Street. A right-in from Butternut Street has the potential to ensure that traffic can only access westbound off University Avenue, and will not be able to travel eastbound down Butternut Street to turn left into the development. The Butternut Street access would not be two-way, so vehicle traffic could only leave the site directly onto University Avenue, and would be able to leave directly onto Butternut Street. It would be possible in this scenario to include a median on Butternut Street that completely blocks eastbound traffic from accessing the site, so staff believe this would be effective in eliminating the majority of new traffic traveling between Butternut Street and Northdale Blvd.

Option three is unlikely to be needed, but would be a contingency should Anoka County deny any new access onto University Avenue. This would be a modified version of the right-in/left-out median and “porkchop” that was presented to the Council at the July 23rd meeting. The design would be modified so as not to block any other

driveways on Butternut Street, and would make left turns either into or out of the development very difficult for vehicle traffic. The applicant has also proposed enforcing only approved turning onto or from Butternut Street by locating a camera onsite, and considering unapproved turning to be a lease violation for residents of the development. City staff have determined that a modified version of what was previously presented would have staff support, and could be approved to go forward by staff as part of the subsequent site plan design.

DISCUSSION

Project Overview. This rezoning application and corresponding site plan application (PC 24-9) relate to the parcel with temporary address 10701 Butternut St NW (PID 24-31-24-11-0070). The subject property is about 3.8 acres and was previously used as a community garden for the adjacent Peace Lutheran Church to the north.

City staff believe that there is a high likelihood that option one or two, as defined in the above introduction, will be able to be implemented as a way to limit the impact of new traffic issues in the neighborhood to the west of the subject property. City staff believe that option three, as a contingency in case the first two options are denied, would also be an effective option for mitigating traffic concerns.

Analysis. An application to change the zoning of a property must consider the following (Section 11-304.10):

The effect on public health, safety, order, convenience and general welfare
Staff believes the proposed rezoning does not create any concerns related to the public health, safety, order, convenience or general welfare, and that concerns about increased traffic on Butternut Street would be adequately addressed by implementing any of the three options described. The site is zoned for commercial use and guided for commercial or residential use. Adjacent commercial uses are consumer-oriented and have the potential to benefit from an increased number of nearby residents. Adjacent residential areas are developed at about 4-5 units/acre. Townhomes at about 9 units/acre as would be allowed in the MDR zoning district would be an appropriate transition between the intensity of the surrounding uses.

The effect on present and potential surrounding land uses
Staff believes the proposed rezoning would be compatible with present and potential land uses. Current land uses include a church to the north, commercial to the south, commercial and residential within the City of Blaine to the east, and single- and two-family residential to the west. The current parcel is an undeveloped institutional use, being used as a community garden and green area for the adjacent church. The community garden use is proposed to remain, though taking up a significantly smaller portion of the site.

Whether the proposal is in conformance with the City's Comprehensive Land Use Plan and any applicable development district
Staff believes there is policy support in the City's 2040 Comprehensive Plan to rezone this parcel from Office to Moderate Density Residential. The parcel is currently vacant save for the existing community garden. A residential development is one of the types of development supported by the Commercial Mixed-Use land use designation, and is seen by staff as one of several potential highest and best uses for the property that conform with the Commercial Mixed-Use land use designation.

Additional 2040 Comprehensive Plan policies that apply to this amendment include:

- **Land Use Policy 1-2:** Encourage a balanced housing stock serving all stages of the life cycle in all portions of the city. Allow increased residential densities in appropriate locations along major transportation corridors.
- **Land Use Policy 1-9:** Ensure that infill (residential) development is compatible with the surrounding neighborhood in scale and design.
- **Housing Policy 2-4:** Identify underused non-residential sites that may be suitable for higher density residential use.
- **Housing Policy 2-5:** Designate infill area and redevelopment sites along major streets and adjacent to commercial areas for townhouse and/or apartment type uses.

RECOMMENDATION

In planning case 24-9, the City Council **adopt** Ordinance No. 2308 rezoning the Subject Property from Office to Moderate Density Residential.

Attachments

Location Map
Zoning Map
Ordinance No. 2308
Handed out at meeting

Location Map



COON RAPIDS
Minnesota

Prepared by: Planning Division

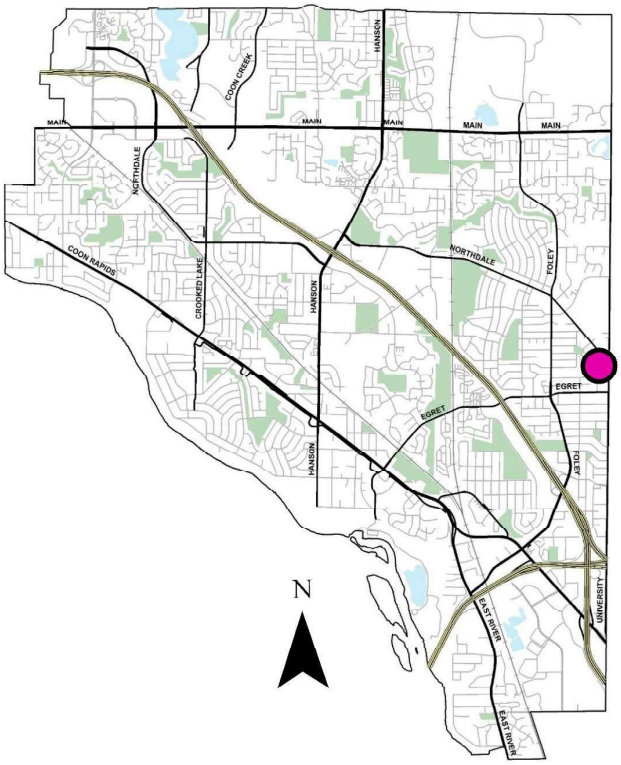
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Planning Case: 24-14 & 24-15

Land Use Review: Site Plan & Preliminary Plat

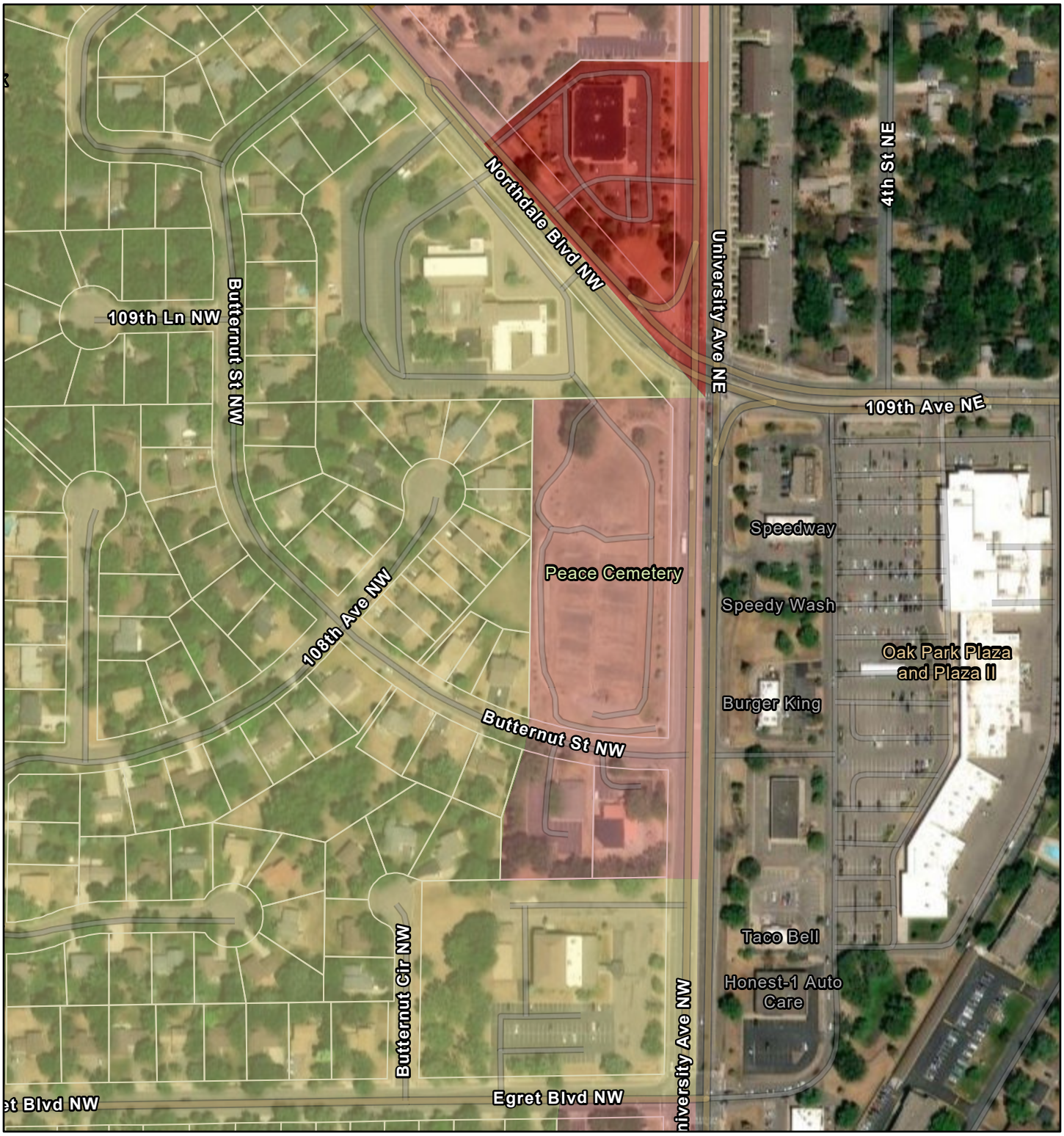
Applicant: September Son Architecture, LLC

Address or PID: 24-31-24-11-0070



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Zoning



June 14, 2024

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.17 km

Zoning Features - Zoning

- GENERAL COMMERCIAL
- LOW DENSITY RESIDENTIAL 2
- MODERATE DENSITY RESIDENTIAL
- OFFICE
- Parcels

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ORDINANCE NO. 2308

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COON RAPIDS SO AS TO PROVIDE CHANGES IN THE ZONING CLASSIFICATION (PC 24-9)

The City of Coon Rapids does ordain:

Section 1. The official zoning map of the City of Coon Rapids is hereby amended to change the classification of the following described property from Office to Moderate Density Residential:

Outlot A, RAPIDS EAST 2ND ADDITION, Anoka County, Minnesota.

Introduced the 4th day of June, 2024

Adopted on the ____ day of _____, 2024

_____

Jerry Koch, Mayor

ATTEST:

_____

Joan Lenzmeier, City Clerk

Handed out at meeting.

7

COON RAPIDS
Minnesota

Analysis. An application to change the zoning of a property must consider the following (Section 11-304.10):

The effect on public health, safety, order, convenience and general welfare

The proposed rezoning to Moderate Density Residential would not allow for safe, orderly traffic circulation due to necessary access on a street used primarily by low density residential users. The density range of the Moderate Density Residential district of 5-9 units per acre has the potential for a significant increase in traffic and is not one of the lowest-intensity residential land use designation possible. The existing Office zoning district is one of the lowest-intensity commercial districts available, and has the potential to add as little traffic as possible while still meeting the commercial mixed-use intent of the land use designation.

The effect on present and potential surrounding land uses

The proposed vehicular access from the property onto University Avenue creates a situation where the most direct route to travel north or west via Northdale Boulevard for vehicles leaving the site requires using Butternut Street, a residential street, to travel between University Ave and Northdale Blvd, to arterial streets.

Whether the proposal is in conformance with the City's Comprehensive Land Use Plan and any applicable development district

Rezoning to Moderate Density Residential is not in conformance with the Commercial Mixed Use land use designation in the 2040 Comprehensive Plan. The Moderate Density Residential district does not allow any commercial or office uses, which would be suitable within the existing Northdale and University commercial node.

Additional 2040 Comprehensive Plan policies that apply to this amendment include:

- **Land Use Policy 5-1:** Ensure that new commercial development is consistent with the role of each commercial area as defined by the Comprehensive Plan."
- **Land Use Policy 5-2:** Avoid strip commercial development and concentrate it in nodes, as defined by the Comprehensive Plan.
- **Traffic Policy 1-2:** Work with Anoka County and MnDOT to keep through-traffic on arterials to minimize traffic on residential streets.

RECOMMENDATION

In planning case 24-9, the City Council **deny** Ordinance No. 2308 rezoning the Subject Property from Office to Moderate Density Residential based on the following findings:

1. The proposed rezoning to moderate density residential is not compatible with adjacent commercial and low-density residential land uses. The rezoning is not consistent with the role of the Northdale/University commercial node and thus would not meet the intent of Land Use Policy 5-1 as articulated in the 2040 Comprehensive Plan.
2. The rezoning would add residential uses into an existing commercial node, removing the opportunity for added commercial density within the node and encouraging commercial development in strips rather than nodes, thus not meeting the intent of Land Use Policy 5-2 as articulated in the 2040 Comprehensive Plan.

3. The rezoning would cause negative traffic impacts on the surrounding area by adding residential traffic whose most direct route for traveling north or west from the site would be to use Butternut Street, a residential street, to connect from University Avenue to Northdale Boulevard, both of which are arterial streets. This would not meet the intent of Traffic Policy 1-2 as articulated in the 2040 Comprehensive Plan.

Attachments

Location Map

Zoning Map

Applicant Narrative

City Council Regular **8.**

Meeting Date: 08/05/2024

Subject: PC 24-20, Consider an Amendment to PUD for the Wedgewood Apts, Kleinman Realty Co., 10313 Hanson Blvd

Submitted For: Max Pattsner, Senior Planner **From:** Max Pattsner, Senior Planner

INTRODUCTION

The applicant is requesting approval of an amendment to an existing Planned Unit Development (PUD) to add an additional residential unit to an existing 58-unit apartment complex, for a total of 59 units. On May 28, 1985, the Coon Rapids City Council approved a PUD for a 58-unit apartment project (two 29-unit buildings). In order for the unit count to be changed, the existing PUD must be amended to allow for a 59-unit apartment project.

DISCUSSION

Planning Commission Meeting

At its meeting on July 18, 2024, the Planning Commission held a public hearing on this item, with no comments provided by the public. The Planning Commission voted unanimously to recommend approval of the proposed PUD Amendment.

Background

The existing Wedgewood apartment complex occupies 3.9 acres of land includes two 29-unit residential buildings, a small playground, a pool, and a pool building where pool equipment is stored adjacent to the pool. The applicant is proposing to turn the majority of the pool building into a residential unit, with about 506 square feet of the 576-square-foot building converted to a residential use, and about 70 square feet of the building continuing to be used for storage of pool equipment. The pool equipment room would be accessed from the exterior of the building, and would not be accessible from inside the residential unit.

The Wedgewood apartment complex is within the Office (O) zoning district, and is overlaid with a PUD that is specified to allow a 58-unit apartment complex. There is no density of residential units allowed by right in the Office zoning district, so any increase to the residential density of the site requires an amendment to the PUD. The site is currently at a density of 14.8 units/acre, which is consistent with the High Density Residential (HDR) zoning district. While only the PUD requirements need to be met, Staff believe it is appropriate due to the HDR density to require the development to meet standards consistent with the HDR district. The applicant is proposing a 59th unit be added, so the density would increase to 15.1 units/acre.

The HDR zoning district requires a parking ratio of 2.25 spaces per unit, with 0.75 per unit of those spaces enclosed in a garage. There are 131 existing spaces, 58 of which are enclosed, for a ratio of 2.25 spaces per unit, one per unit of which is enclosed. With an additional unit, 131 spaces amounts to 2.22 spaces per unit (0.98 per unit enclosed). The applicant is proposing to add two parking spaces by removing an existing un-landscaped parking island. This would bring the total number of spaces up to 133 spaces, or 2.25 spaces per unit (0.98 per unit enclosed). By doing this, the site retains its existing parking ratio, and is consistent with the parking requirements in the HDR zoning district.

The pool house that is proposed to contain the new residential unit is existing, and the exterior would not be changed. The applicant would need to submit a building permit application for interior build-out and would need to

meet building code standards for a residence.

PUD Criteria – **meets minimum standards**
A PUD should meet the standards required for a conditional use [11-304.6(2)(b)]. Staff determined that the proposed amendment met the minimum standards for a conditional use.

Conditional Use Standards for Approval (Ch. 11-304.2)	**Staff Analysis and Comments**	
(a) Be in conformity with the city's Comprehensive Land Use Plan		**OK** - The Comprehensive Plan and future land use plan has identified this site as Mixed-Use Residential, allowing 10-50 housing units per acre. The proposed 15.1 units per acre falls within this range.
(b) Not be detrimental to the public health, safety, or general welfare		**OK** - There are no known issues with the site that would cause harm to the public health, safety, or general welfare. A Certificate of Occupancy would also be issued to further ensure the new residential unit meets building code requirements.
(c) Located, designed, maintained and operated to be compatible with the existing or intended character of that zoning district		**OK** – The residential use on the property is compatible with the adjacent commercial, multi-family, and single-family residential uses on the surrounding properties. The proposed amendment does not change this
(d) Not depreciate property values		**OK** – The addition of a new residential unit would not depreciate property values.
(e) Not be hazardous, detrimental, or disturbing to present and potential surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, general unsightliness, electrical interference or other nuisances		**OK** – The proposed new residential unit would not be detrimental to surrounding land uses.
(f) Generate only minimal vehicular traffic on local streets and shall not create traffic congestion, unsafe access or parking needs that will cause inconvenience		**OK with condition** – The proposed increase in parking on the site will ensure that there is sufficient parking for all residential units. An additional residential unit will have a negligible increase on vehicle traffic in the area.
(g) Served adequately by essential public services		**OK** - The essential services currently available to the site are sufficient to serve the proposed additional unit.
(h) Not create excessive additional requirements at public cost for public facilities and services		**OK** - The proposed use does not create excessive additional requirements.
(i) Preserve and incorporate the site's important natural and scenic features into the development design		**OK** – The proposed use will not impact the existing landscaping or natural features of the site and will be preserved.
(j) Cause only minimal adverse environmental effects		**OK** – The proposed use will not cause adverse environmental effects.

RECOMMENDATION

In Planning Case 24-20, the City Council **approve** an amendment to the Planned Use Development approved in Planning Case 85-71, to allow a 59-unit apartment project, subject to the following conditions:

1. Compliance with Title 11 of City Code.
2. The additional residential unit shall meet all applicable building codes and ensure criteria are met for the Building Inspections Division to issue a Certificate of Occupancy.
3. Two additional parking spaces be added to the site, such that a parking ratio of 2.25 spaces or more per residential unit be maintained.

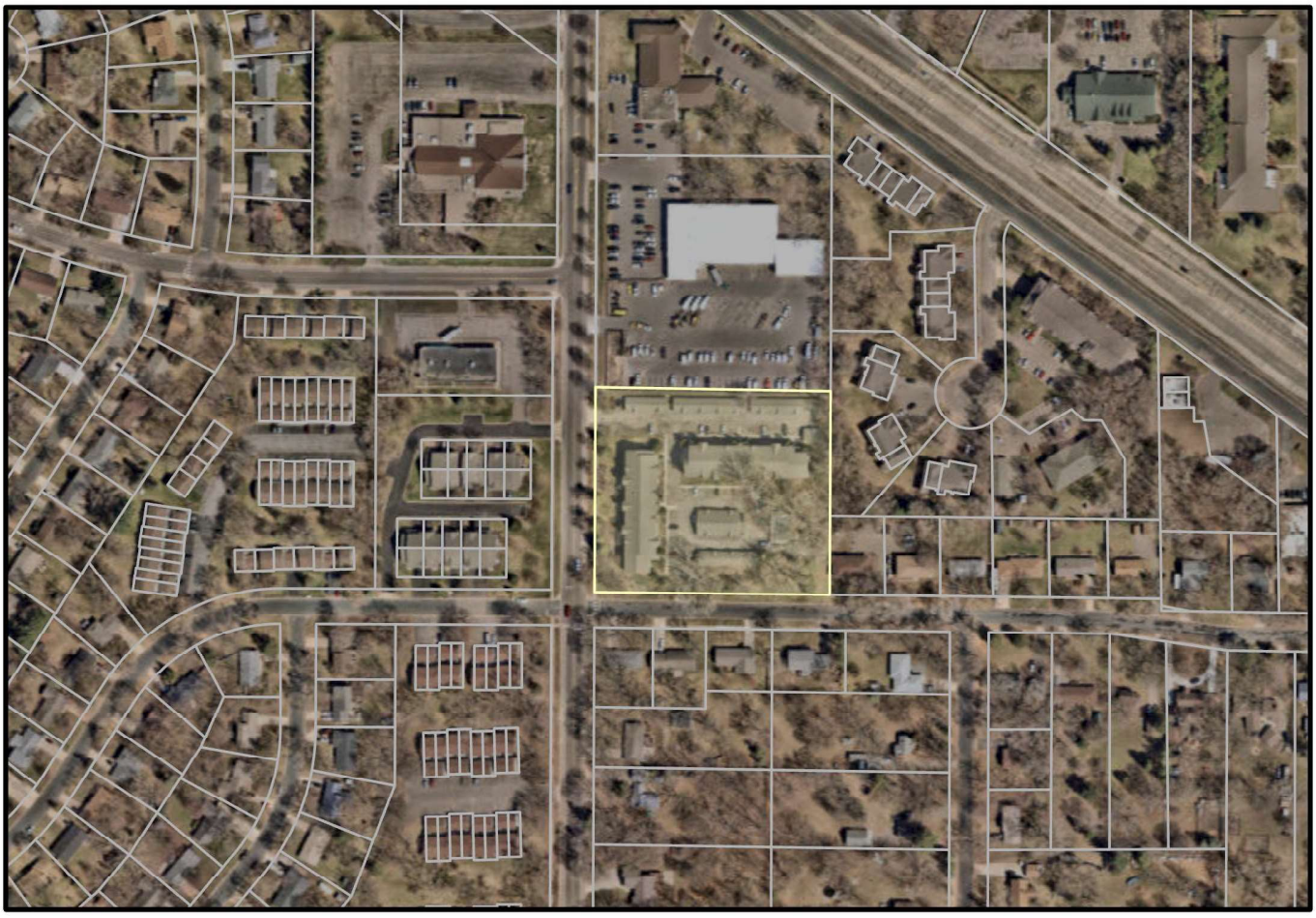
Attachments

Location Map

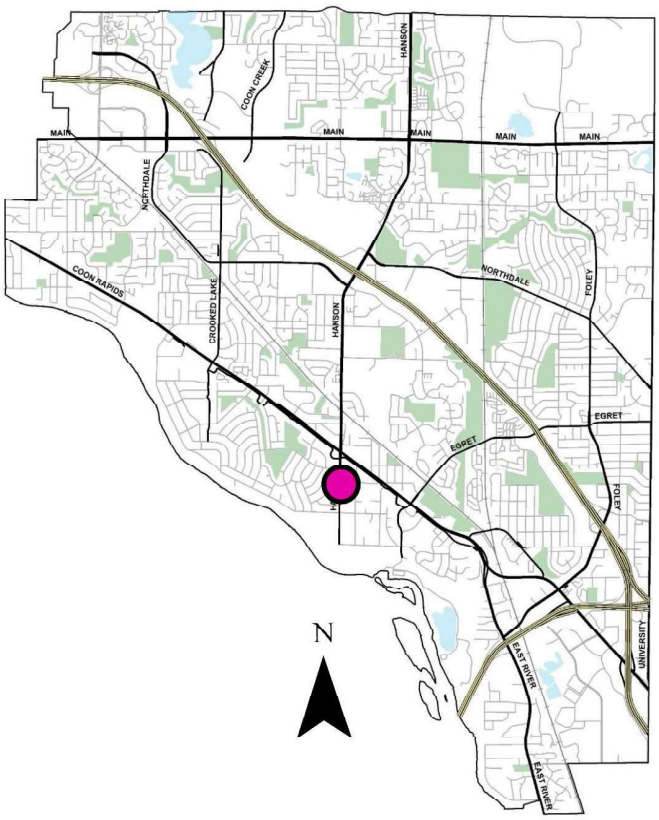
Plans

PC 85-71 - Staff Report & Minutes

Location Map



COON RAPIDS
Minnesota



Prepared by: Planning Division

Date Exported: 7/1/2024 12:46 PM

Planning Case: 24-20

Land Use Review: PUD Amendment

Applicant: Kleinman Realty Co.

Address or PID: 22-31-24-42-0054

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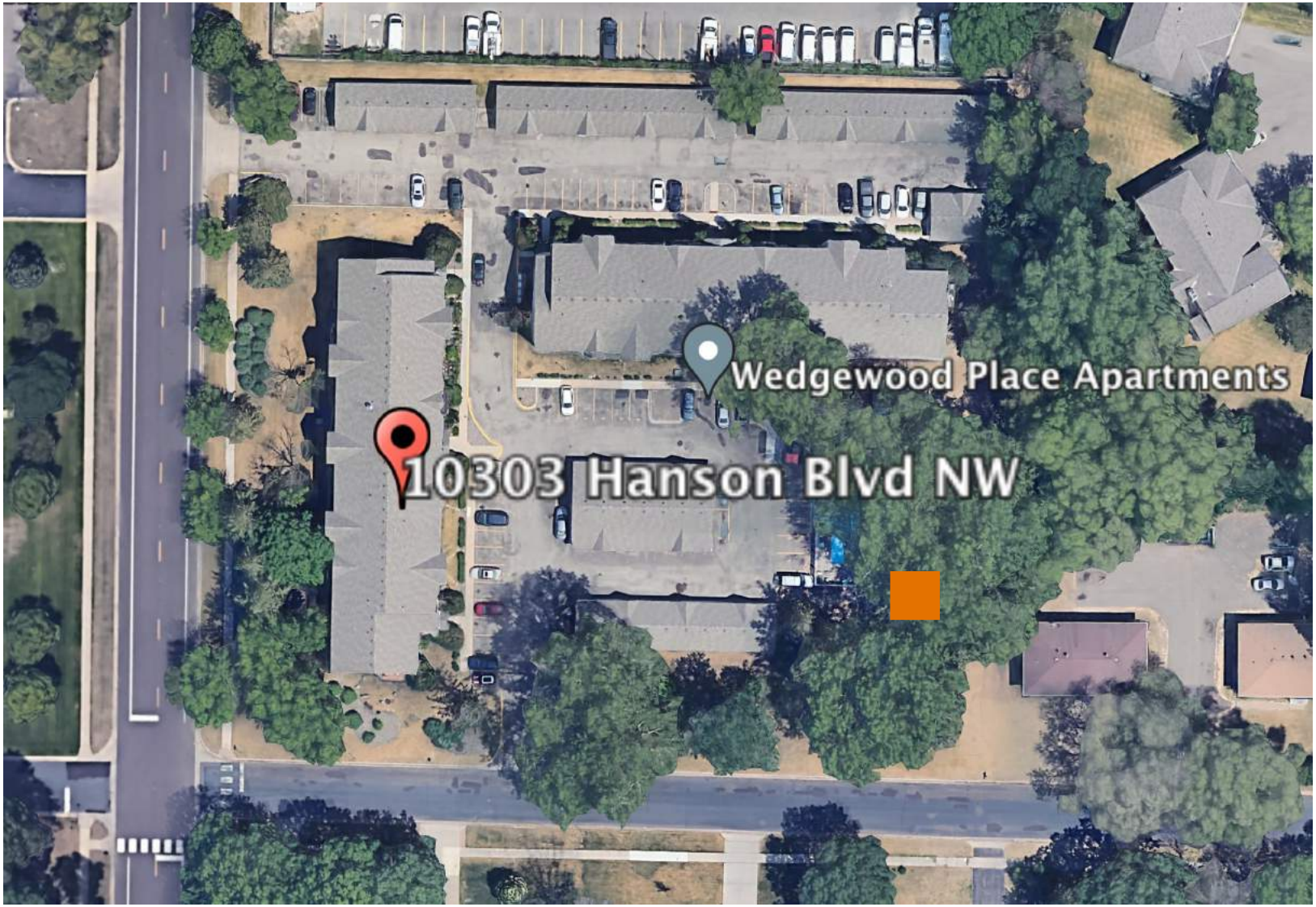
Wedgewood Place

Studio

April 9, 2024

Wedgewood Place
10303 Hansen Blvd NW
Coon Rapids, MN 55433
KRC

Rolf Lokensgard
Architecture Inc
rolflokensgard.com



Wedgewood Place
10303 Hansen Blvd NW
Coon Rapids, MN 55433
KRC

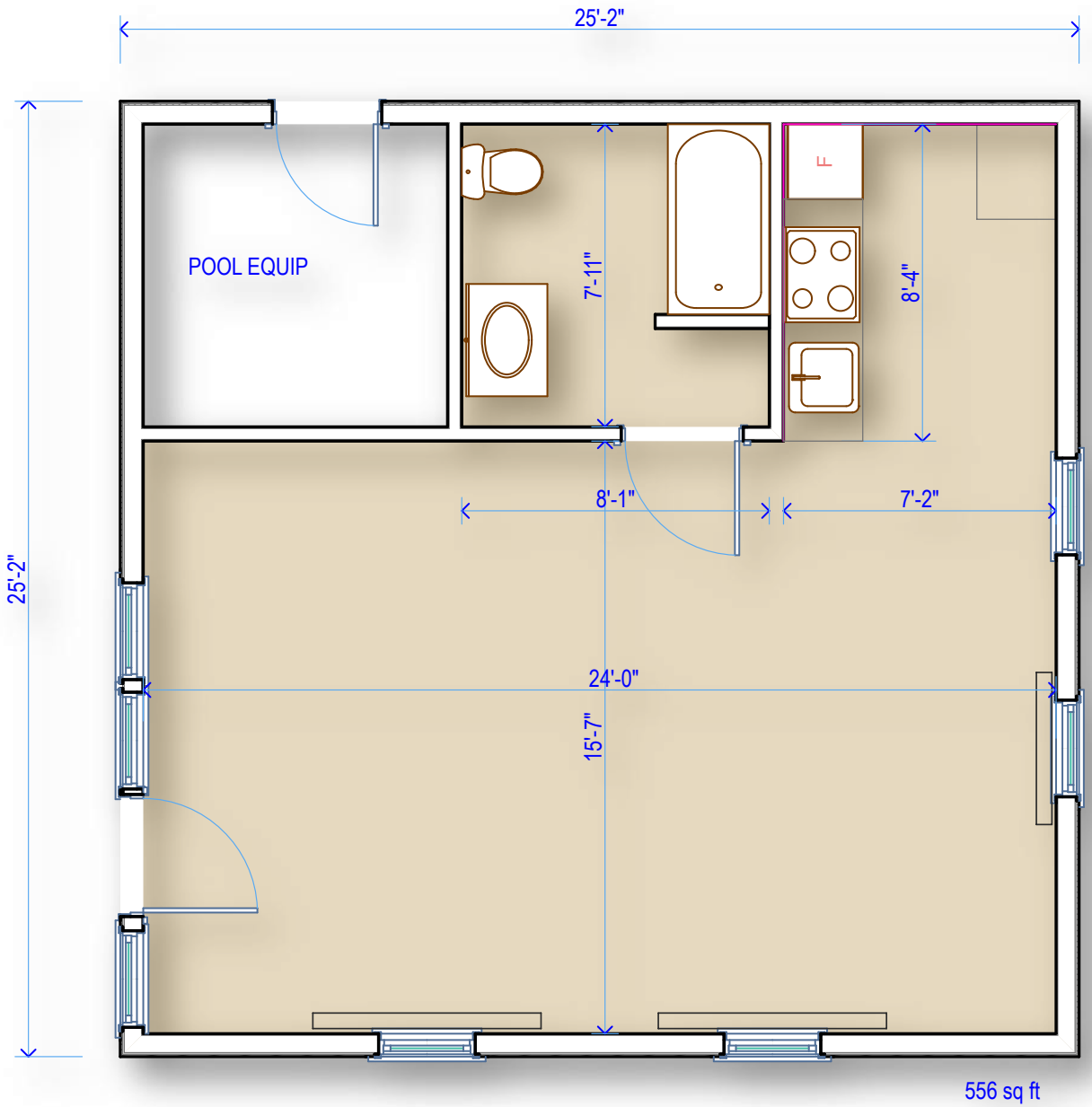
Rolf Lokensgard
Architecture Inc
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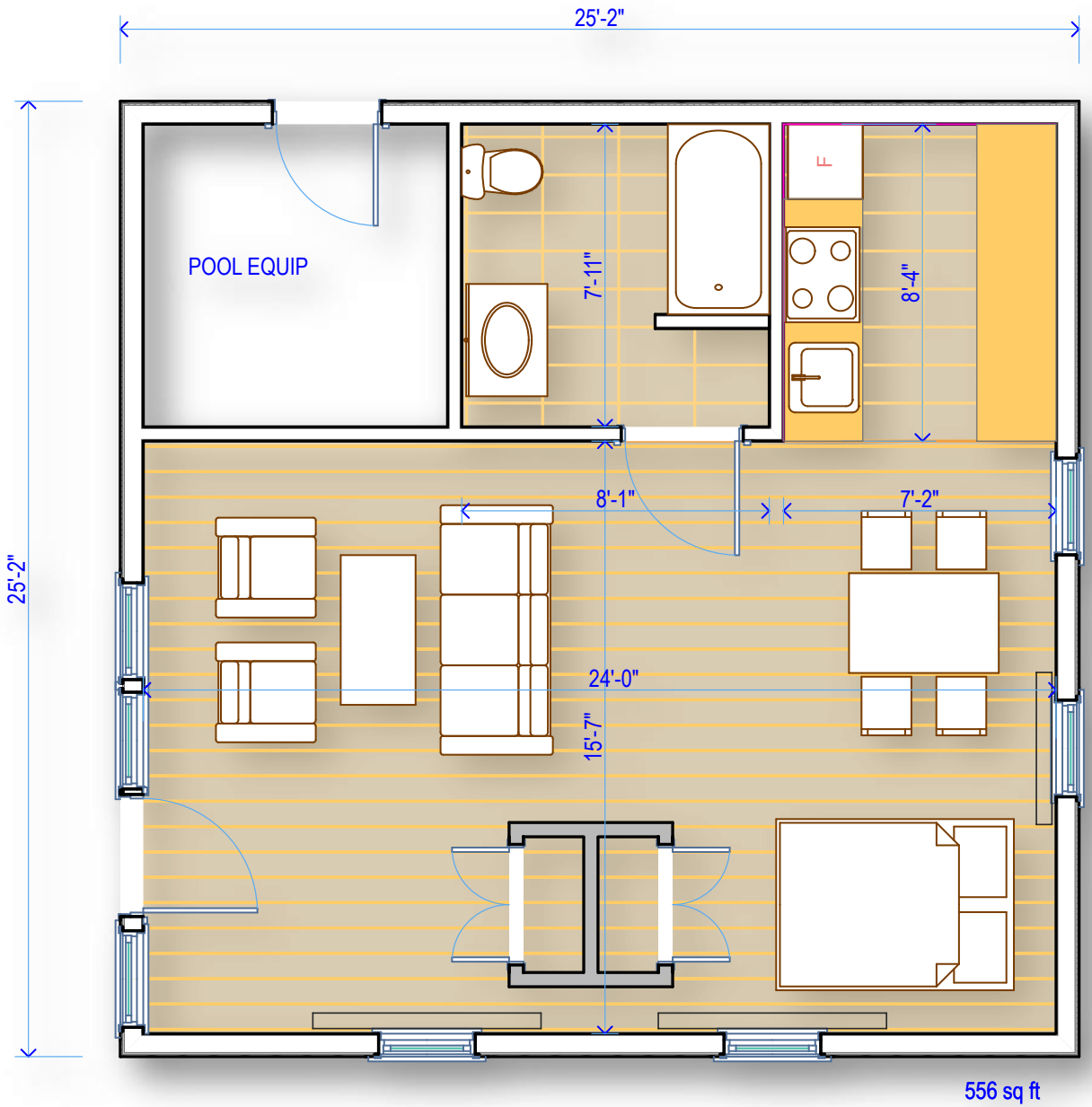


556 sq ft

Existing

Wedgewood Place
10303 Hansen Blvd NW
Coon Rapids, MN 55433
KRC

Rolf Lokensgard
Architecture Inc
rolflokensgard.com

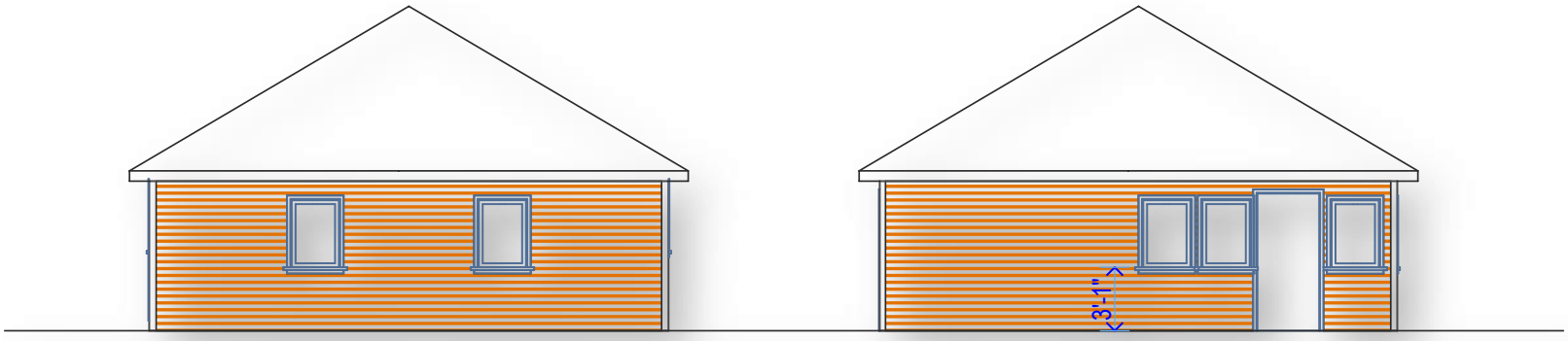


556 sq ft

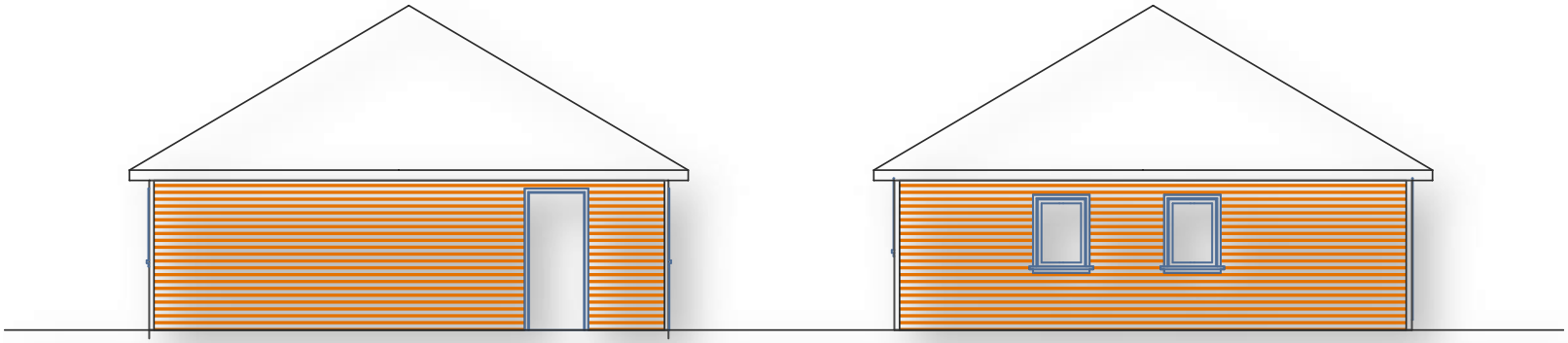
Proposed

Wedgewood Place
10303 Hansen Blvd NW
Coon Rapids, MN 55433
KRC

Rolf Lokensgard
Architecture Inc
rolflokensgard.com



S W



N E

Wedgewood Place
10303 Hansen Blvd NW
Coon Rapids, MN 55433
KRC

Rolf Lokensgard
Architecture Inc
rolflokensgard.com

Wedgewood Place
10303 Hansen Blvd NW
Coon Rapids, MN 55433
KRC



Rolf Lokensgard Architecture Inc
rolflokensgard.com

Mayor Lewis opened the public hearing at 8:08 p.m. No one appeared.

Mayor Lewis closed the public hearing at 8:09 p.m.

MOTION BY COUNCILMEMBER VOSS, SECONDED BY COUNCILMEMBER SOLIDAY, FOR ADOPTION OF RESOLUTION NO. 85-3 (6) ORDERING IMPROVEMENT AND PREPARATION OF PLANS. THE MOTION PASSED UNANIMOUSLY.

9. ASSESSMENT HEARING; 8:00; PROJECT 84-10; RAPIDS EAST 3RD ADDITION

Mayor Lewis opened the public hearing at 8:09 p.m. No one appeared.

Mayor Lewis closed the public hearing at 8:10 p.m.

MOTION BY COUNCILMEMBER VOSS, SECONDED BY COUNCILMEMBER SOLIDAY, FOR ADOPTION OF RESOLUTION NO. 84-10 (10)[1] DECLARING COST TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENT ROLL. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER VOSS, SECONDED BY COUNCILMEMBER SOLIDAY, FOR ADOPTION OF RESOLUTION NO. 84-10 (12) ADOPTING ASSESSMENT. THE MOTION PASSED UNANIMOUSLY.

10. a. PUBLIC HEARING; 8:00; CITY FINANCIAL ASSISTANCE; NEDEGAARD APARTMENTS; HANSON AND 103RD AVENUE

Mayor Lewis opened the public hearing at 8:11 p.m.

Councilmember Voss commented that when a developer requests this type of financing, the City is in a position to request more amenities in this project.

Mayor Lewis closed the public hearing at 8:12 p.m.

MOTION BY COUNCILMEMBER VOSS, SECONDED BY COUNCILMEMBER SOLIDAY, FOR ADOPTION OF RESOLUTION NO. 85-108 ADOPTING ASSESSMENT.

City Manager Robert Thistle noted that "City of Plymouth" should be deleted in the tenth paragraph of Resolution No. 85-108 and should be corrected to read "City of Coon Rapids".

COUNCILMEMBERS VOSS AND SOLIDAY INCLUDED SAID CORRECTION IN THE MOTION FOR ADOPTION OF RESOLUTION NO. 85-108. THE MOTION PASSED UNANIMOUSLY.

10. b. CONSIDER PUD; NEDGAARD; 103RD AVENUE AND HANSON; PC 85-71

Lee Starr, Director of Planning, reviewed the proposal for construction of two 29-unit apartment buildings and explained briefly the details of the proposed site plan.

Michael Abeln, 1940 - 103rd Ave., said his primary objection is that although this lot would probably support apartment units of this size he was not sure the neighborhood could support it. He noted the location of carriage homes and other apartments in this area. He also said he looked at other apartments in the area which appear to have aluminum siding and said he did not consider this type of siding to be as pleasing to the eye as would be brick or wood siding. Another concern he has was the driveway to 103rd Avenue and suggested that such driveway be moved as far to the right as possible to avoid the driveway being directly across from any homes. He also did not want to see parking allowed on 103rd Avenue. Although he felt they cannot stop development of this apartment project, he wanted to make sure the appearance of the buildings are as good as possible and the driveway to 103rd Avenue is relocated.

Councilmember Voss concurred with the residents' concerns about this project and felt it is extremely dangerous to have this number of units and parking on 103rd where children walk to school. She also wished to see no parking allowed on 103rd Avenue. She asked about the possibility of deleting entirely the driveway to 103rd Avenue.

Fire Chief William Thompson responded that the number of entrances are determined by the size of the buildings. When asked if an apartment project of 58 units could have one access point, Fire Chief Thompson replied that it could not.

When Mayor Lewis inquired as to the number of parking spaces proposed, Mr. Starr replied that there are 58 covered parking spaces and 58 open spaces.

In response to Councilmember Voss' asking about closing the 103rd entrance, Mr. Starr explained the location of the buildings on the site and access to same.

Fire Chief Thompson further responded that fire protection cannot be provided if there is inadequate access to the site. An apartment of this size should not have only one access point.

In response to the question of whether or not the 103rd Avenue access could be moved on the site, Mr. Starr noted the location of existing large trees on the site which the petitioner proposed to preserve. He explained how the drive possibly could be moved on the site with moderate modification of the site plan.

Mayor Lewis commented that moving the drive would gain distance between the access point and the intersection of 103rd and Hanson which he felt would be desirable.

Mr. Abeln said the only reason they request the access point on 103rd Avenue be relocated is to move it away from the three homes adjacent to this site. If the drive were moved only part of the way, there would still be a home directly across from the drive; it would have to be

moved as far to the right as possible on this site in order to avoid all three homes.

Councilmember Soliday commented that it appears shifting this driveway will create some problems. He hesitated trying to plan this site at this Council meeting. He was in favor of preserving the trees and was satisfied with the proposed layout of this site. While he agreed Council can discuss no parking on 103rd Avenue, he did not feel such issue should be part of this final plan.

Councilmember Voss was in favor of shifting the driveway to avoid these adjacent homes if at all possible.

Bruce Nedegaard, petitioner, commented that the site plan was designed to preserve the existing trees. While he would have no problem shifting the drive somewhat, he pointed out that moving it all the way to the end of the site would destroy the recreational area.

Bill Camp, Camp Construction, commented that although the drive could be relocated to avoid these three existing homes across the street, it would be located adjacent to the vacant lot which will undoubtedly be developed at some point. Thus, the problem will still exist.

A resident responded that the difference would be that such home would be built after the apartments and know the location of this drive.

Councilmember Swenson expressed concern about crowding development on this particular site. It was his feeling that the number of units on this particular site should be below the maximum. He felt this particular site has different amenities than the East River Road site and he wished to see this particular project reduced in size, his aim being to have a completed project of which the City can be proud. He was not supportive of this project as proposed with the aluminum siding and the number of units.

Councilmember Voss reported having received calls from area residents who would like to see brick on these buildings. She did not have a problem with the proposed apartment buildings but was not in favor of the type of siding proposed and felt it should be brick.

Mr. Nedegaard commented briefly on the problems experienced on the East River Road site where he originally had proposed this apartment project and said he has now purchased this land which is properly zoned for the project. He commented that the Planning Commission was happy with this proposal. Now he has added land costs in this project and he said it just is not possible from the financial stanpoint to provide any other type of siding on these buildings.

Jim Stanton, Shamrock Builders, commented on the cost per square foot per month for apartment units and noted that these particular units with the amenities provided are high.

When Councilmember Swenson asked what amenities are required with this project because of this type of financing, Mr. Starr replied that the underground irrigation and gazebo are additional amenities required. Mr. Starr further responded that the Planning Commission was comfortable with the package of amenities proposed in this project to justify the eight percent density increase.

In response to Mayor Lewis' question, Mr. Starr replied that this site and the East River Road site are comparable in size.

When a resident asked why this project was approved for the East River Road site with only one access, Mr. Starr explained that said project would have had two accesses, one being off a proposed 90th Avenue cul-de-sac.

When a resident asked if siding was approved for the project on 90th and East River Road and asked if there was any question about brick, Mayor Lewis replied that the project was approved with this siding although brick was discussed.

Mark Haggerty, representing Nedegaard Construction, commented on the previous problems with this project on the East River Road site and their attempt to resolve said problems. He said Mr. Nedegaard has spent a substantial sum of money on the other site and now took an option on this site and has worked with City Staff to work out all of these problems. He said Mr. Nedegaard is willing to even move the driveway and go along with no parking for safety purposes on 103rd but there are certain things that would make this project totally uneconomical, specifically brick siding. They are at the edge of their financing commitment. He said a tremendous amount of effort and money has been spent to develop a plan that is within the Comprehensive Plan and has worked with the City. All Mr. Nedegaard is asking is the same type of consideration in order to make this a feasible project. Tabling this project places Mr. Nedegaard in a terrible financial situation and causes serious problems. On behalf of Mr. Nedegaard, Mr. Haggerty requested that all such matters be taken into consideration at this time.

Mr. Haggerty commented that they are equally concerned about the safety of the neighbors and lights in the front yards of adjacent homes. He said the stell siding proposed is of the highest quality available. He expressed the hope that Council will keep in mind everything Mr. Nedegaard has been through, the money invested, and other projects he has built in the City.

Mr. Stanton commented that there are trends in housing styles and materials used.

Tom Revering, 1950 - 103rd Ave., referred to apartment buildings located by the Typhoon Car Wash in Anoka which he felt are "tacky" looking buildings.

Mr. Abeln commented that while alminum siding may look fine on a two-story single-family home, he could not agree it would be good for a three-story apartment complex.

It was pointed out by Mr. Thistle that it is unfair to compare a building project in Anoka with a project in Coon Rapids because of the difference in Codes and building standards.

Councilmember Soliday had no problem with this proposed PUD. He was agreeable to Mr. Nedegaard discussing alternative locations for the access on 103rd Avenue with Staff but he did not wish to delay action on the site plan because of this. While he would like to have had brick on a building of this nature, he had no problem with the steel siding proposed.

Councilmember Swenson said he would not take issue with the siding proposed since it is Mr. Nedegaard's responsibility to maintain this property in a proper manner. His concern was that Council determines the number of units and size of a project. This is a site which Mr. Nedegaard has admitted does offer extra features and he felt the ratio of investment in the building should be maintained with the extra expenditure in the land. He said the City is allowing more units to be built here than allowed by Code, about which he had some concern. He was looking for a reason to approve this project and not see a project that appears to be crowded on the site. His concern was not that this City have the cheapest rental units in the area but the City is providing with the approval of this a vehicle for below-market rate financing and, therefore, the City should be seeing substantial additional amenities. This proposal is asking for the same number of units to be crowded into a site which is more valuable and is smaller. He seriously questioned approving this plan and said he does not hear a response in terms of willingness to make this project smaller.

Councilmember Voss had some concern about comments of Mr. Haggerty relative to Mr. Nedegaard not being allowed to build on the East River Road site. He has moved to another site and this project has been in the process for some time. While she has some concerns about this particular project, she liked this site because of the higher density surrounding it. She did not like the access to 103rd Avenue and wished to see that drive moved. When she asked what could be built on this site with the current zoning if this project were not approved, Mr. Starr replied that a project with fewer units could be built.

Mr. Nedegaard responded that he would not build this plan.

Mayor Lewis did not agree this is a crowded development, noting the open spaces around this site. When Councilmember Swenson noted that this proposal is 4.6 units in excess of Code, Mayor Lewis said he had no real problem with that.

Councilmember Voss asked if there will be screening from the gas company facilities.

Mr. Starr pointed out that the petitioner attempted to buy enough land to meet Code requirements on this project but the gas company would not sell the petitioner any more land.

Mr. Nedegaard noted the location of a drainage area for the gas company which is open space.

In response to Councilmember Voss' question, Mr. Starr reviewed the proposed landscaping for the site.

Mr. Haggerty pointed out that said drainage area represents the eight percent of land area. The gas company wants to retain such land for drainage but for purposes of land area, the land will be there and will not be used for anything else. He said this proposal meets all requirements with the exception of one. He again explained the efforts Mr. Nedegaard has made to work with the City and the cost of changing building design plans.

MOTION BY COUNCILMEMBER VOSS, SECONDED BY COUNCILMEMBER SOLIDAY, APPROVING IN PLANNING CASE 85-71 PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT FOR A 58-UNIT APARTMENT PROJECT, CONDITIONED ON:

1. Installation of sidewalk along Hanson Boulevard.

2. Dedication of seven foot easement on Hanson Boulevard for street and utility purposes.

3. Payment of $13,804.00 park dedication fee.

4. Compliance with Title 11 requirements regarding improvements and securities.

5. Attempt to relocate the driveway on 103rd Avenue.

Councilmember Swenson's primary concern is the open space and the appearance of this project. He was glad to see the additional open space by the gas company's facilities which they cannot sell. He still felt this development is crowded and had difficulty deciding how to deal fairly with Mr. Nedegaard on this project on which he has worked extremely hard. Based on Staff's confidence that the proposed landscaping is adequate and respect for the builder, he said he would vote in favor of the motion.

Mr. Thistle suggested that if the relocation of the driveway does not work, perhaps berming or plantings could be provided on the opposite side of the street to shield the lights.

THE MOTION PASSED UNANIMOUSLY.

10. c. CONSIDER NORTH CENTRAL PUBLIC SERVICE LOT SPLIT; HANSON BOULEVARD AND 103RD AVENUE; PC 85-72

MOTION BY COUNCILMEMBER VOSS, SECONDED BY COUNCILMEMBER SOLIDAY, FOR ADOPTION OF RESOLUTION NO. 85-72 (L.S.) APPROVING A LOT SPLIT. THE MOTION PASSED UNANIMOUSLY.

CITY OF COON RAPIDS

RDT
10b

DATE: May 28, 1985

TO: Mayor, City Council, City Manager

FROM: Lee Starr, Director of Planning

SUBJECT: Nedegaard Construction
103rd Avenue and Hanson Boulevard
Preliminary & Final Planned
Unit Development
Planning Case 85-71

PROPOSAL

The petitioner requests preliminary and final Planned Unit Development approval to construct two, 29-unit apartment buildings.

BACKGROUND

This proposal includes proposed apartment building and garage designs and recreational facilities which are identical to those proposed by the petitioner on a site located at 90th Avenue and East River Road. Planned Unit Development approval is requested to permit an 8% density increase on the site over HDR High Density Residential building standards.

In reviewing this proposal staff was not satisfied with the originally proposed landscape plan. At the May 16, 1985 Planning Commission meeting the petitioner presented a revised landscape plan which addressed staff concerns and satisfied Planning Commission expectations.

In evaluating the requested 8% density increase, the Planning Commission concluded that the revised landscaping proposal, underground irrigation, and recreational facility enhancements (play structure and screened gazebo) provided sufficiently substantial more amenity than found in conventional apartment projects to justify the requested density increase.

RECOMMENDATION

In Planning Case 85-71, Preliminary and Final Planned Unit Development for a 58-unit apartment project, the Planning Commission recommends approval conditioned on:

1. Installation of sidewalk along Hanson Boulevard.

2. Dedication of seven foot easement on Hanson Boulevard for street and utility purposes.

3. Payment of $13,804.00 park dedication fee.

4. Compliance with Title 11 requirements regarding improvements and securities.

Respectfully submitted,

Lee Starr
Director of Planning

CITY OF COON RAPIDS

DATE: May 16, 1985

10b

TO: Planning Commission

FROM: Rick Packer, Planner

SUBJECT: Preliminary/Final PUD
Nedegaard Construction
103rd and Hanson Boulevard
Planning Case 85-71

PUBLIC HEARING
RECOMMENDATION TO CITY COUNCIL
CASE HEARD BY COUNCIL ON 5-28-85

PROPOSAL

The petitioner requests approval of a Preliminary/Final Planned Unit Development in order to construct a 58-unit apartment complex. The PUD is being requested so that the density bonus aspect of this process can be utilized.

SITE PLAN

1. The proposal calls for two buildings, each containing 29 units. The unit mix consists of 36 two-bedroom units and 22 one-bedroom units. One hundred sixteen parking spaces are provided, 50% of which are enclosed. Parking space and aisle dimensions meet required measurements.

2. All setbacks for buildings, parking, and accessory structures meet Code.

3. The buildings proposed are identical to those proposed by Mr. Nedegaard on East River Road. The building materials are aluminum siding with treated wood decks. The buildings are to be three stories in height rather thant the two and one-half stories proposed on East River Road. While no exterior elevations of the garages were submitted, it is staff's feeling that they should be identical to those presented previously.

4. Access is proposed from both Hanson Boulevard and 103rd Avenue. The manner in which the parking lots and garages are divided should put traffic equally out the two drives.

5. The landscaping presented consists of principally evergreens and conifers along Hanson Boulevard in addition to foundation plantings at the entryways to the buildings. All sodded areas are to be irrigated.

   A playground, volleyball court and screen porch identical to that proposed on East River Road is indicated.

12A

PLANNING CONSIDERATIONS

1. The arrangement of the parking and buildings responds well to the surrounding uses. The garages screening NCPS exterior storage and the placement of the buildings on the north and west portions of the site are proper locations to mitigate existing problems and perceived problems of the neighborhood. This arrangement also preserves nearly all of the existing mature cottonwoods.

2. The plan as presented requires 152,800 square feet of lot area; the site contains 133,620 leaving the site approximately 10,600 square feet short. The requested density increase is therefore 8%; Code allows up to a 25% increase if substantial amenity above what is normally required is provided.

3. Because of the fact that this is a Preliminary/Final PUD and that a density bonus is being requested, staff has impressed upon the petitioner the fact that a complete, well prepared plan was necessary to present to the staff and Commission for approval. This was also relayed by staff to his architect.

   It is staff's feeling that this concept has not been properly addressed in the submission specifically with regard to the landscaping. The plan as submitted is vague and does not ocntain adequate enough attention to detail. While the berming along Hanson, combined with shade and evergreen trees is a good concept, it is not carried forth with enough strength to make a significant impact. The landscaped shrub beds are placed in awkward locations that really don't serve any purpose; the plant materials in these beds are not indicated.

   American Heritage PUD was a similar sort of density increase. It is staff's feeling that the landscaping for this proposal should be at least comparable to American Heritage.

   Regarding other amenities offered toward meeting the "substantially more amenities" requirement, staff would make the following findings:

   (1) A screened gazebo and volleyball court are being offered for adult recreation.

   (2) Underground irrigation is being offered.

   (3) An upgraded playground is to be installed for child recreation.

4. There has been discussion at the Council level regarding the building materials and the quality of the amenities being ofered. This discussion pertains primarily to the issuance of Housing Revenue Bonds for the project but also infers an enhanced expectation of this project (compared to the East River Road proposal) due to its development as a PUD. Specifically the Council has concerns about the steel siding (a sample

was requested) and about the attention to landscape details. Staff has, elsewhere in this memo, raised the same concerns; it is being mentioned again to inform the Commission of Council's discussions on this project to date.

RECOMMENDATION

Two alternatives are presented for Planning Commission consideration.

A. If the Commission is comfortable with approving both the preliminary and final PUD, leaving the petitioner and staff to resolve differences and negotiate an amenity package, approval may be recommended with the following conditions:

   1. Installation of sidewalk along Hanson Boulevard.

   2. Dedication of seven foot easement on Hanson Boulevard for street and utility purposes.

   3. Payment of $13,804.00 park dedication fee.

   4. Submission of revised landscape plan to be approved by the Director of Planning.

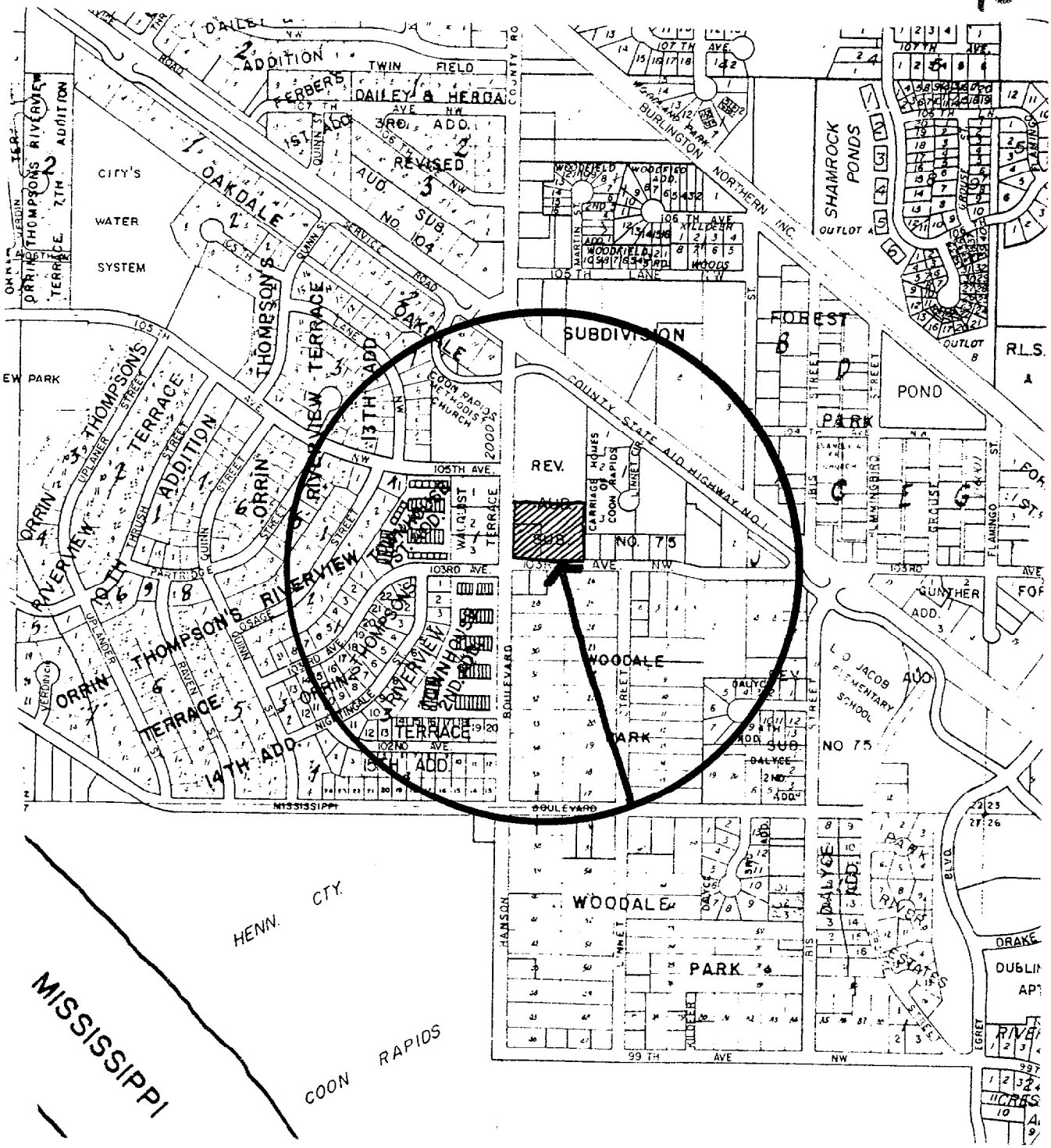
   5. Compliance with Title 11 requirements regarding improvements and securities.

B. If the Planning Commission is not comfortable with the above arrangement or if the Commission does not feel the "substantially more amenity" criteria has been met, staff would suggest granting only preliminary approval with the same five conditions and some direction toward future revisions.

Respectfully submitted,

Rick Packer
Planner

10b



NEDEGAARD CONST.
PETITIONER

5.16.85
DATE

85-71,72
CASE NO.

NORTH

103rd & HANSON
LOCATION

1000
SCALE

12A
PG

City Council Regular **9.**

Meeting Date: 08/05/2024

Subject: PC 24-12 Consider Site Plan, Holly Street Industrial, 9255 Holly St. NW, JHM Medical Park LLC

Submitted For: Kurt Bearinger, Senior Planner **From:** Kurt Bearinger, Senior Planner

INTRODUCTION

The applicant (Steve Poindexter of JHM Medical Park LLC) is requesting site plan approval for a 39,248 square foot warehouse/office building on a 2.82-acre lot located at 9255 Holly St. NW.

DISCUSSION

Planning Commission Meeting. At its meeting on June 20, 2024, the Planning Commission tabled consideration of the site plan and an associated conditional use permit and asked the applicant to return with façade improvements and 4 missing site plan elements that were originally staff-recommended conditions of approval. The applicant returned to the Planning Commission on July 18, 2024 with 3 of the 4 site plan revisions addressed, 6 windows added to the lower level of the SE elevation (facing Springbrook Dr.), and 3 double windows added to the upper level of the SW elevation (facing Holly St.). The Commission was satisfied with these revisions and approved the CUP and recommended approval of the site plan.

Project Overview. The applicant is proposing a two-story (35' 8") 39,248 square foot building on a currently undeveloped 2.82-acre lot located at 9255 Holly St. NW. The building will primarily be warehouse (95%-98% of the floor area) but will also include space for office, distribution and possibly light assembly which would replace an estimated 5% of the warehouse space. The applicant does not have any tenants lined up at this time. The site plan includes 58 parking spaces (30 required), two new curb cuts off Holly St. NW, and shows 71% impervious coverage (code allows up to 80%).

The building's truck loading docks are facing Holly St. NW due to the unique shape of the lot. This layout was discussed during a 2023 Planning Commission work session and it was concluded that it was the only way to accommodate truck circulation.

The Met Council has a regional sanitary line running through the subject property but will not allow individual hookups. Therefore, the applicant is proposing to run their sanitary line through the adjacent property to the SE to connect with the local line at Springbrook Dr. This plan will require an access easement through the adjacent property and a temporary closure and repair of Springbrook Dr.

Analysis. Staff has evaluated the site plan and CUP application and offers the following analysis:
Dimensional Requirements – **Two dimensional flexibilities requested**

PORT Evergreen Standards (11-903.7)	**Proposed**
Height – min 20'	**OK** – 30'8"
Lot area – min to accommodate building and parking	**OK**
Lot width – min 50'	**OK** - >400'
Floor area ratio (building floor area/lot area) – min 0.6	*OK with dimensional flexibility* – 0.32
Impervious Coverage – max 80%	**OK** – 71% impervious coverage
Building floor area – min 5,000 square feet	**OK** – 39,248 sf

Setbacks Required Building from collector and local street 50' max Building from side or rear yard 10' Parking from street-right-of-way 20' Parking from property lines 5'	 *OK with dimensional flexibility* – ~80' **OK** - >10' **OK** - >20' **OK** - >5'
Parking Warehouse (35,323.2 sf): 1 space per 2,000 sf (18 spaces) • 90% of building sf Office (1,962.4 sf): 1 space per 200 sf (10 spaces) • 5% of building sf Light industry (1,962.4 sf): 1 space per 1,000 sf (2 spaces) • 5% of building sf Total = 30 spaces required	**OK** - 58 spaces
Lighting – minimum one foot-candle	**OK -** All parking, walking, loading and stacking spaces are illuminated to a minimum level of one foot-candle [11-1202.6 & 12-306.18]

Development Guidelines – **One dimensional and two design flexibilities requested. Proposal meets all other criteria with addition of two conditions.**

River Rapids Overlay District Requirements (11-1003.10 & 11-1003.11)	**Proposed**
Height – max 40'	**OK** – 30'8"
Building Floor Area – 2,000 sf min, 20,000 sf max, 15,000 sf max for single use	*OK with dimensional flexibility* – 39,248 sf building with up to 38,463 sf (98%) used for warehouse space.
Two story expression – pitched roofs, dormers, gables containing windows, elements distinguishing ground and upper levels such as intermediate cornice line, a change in building materials, an awning or arcade, or a change in window shape	**OK** – Building is over two-stories high and includes windows in "second floor" area and a faux-cornice line, which give the impression of a second story.
Building massing – staggering building components, adding columns, recessing doorways, interesting shapes, uneven facades, etc.	**OK** – Changes in color and materials help break up facades. Different building sections differ and provide visual interest.
Facades – articulate building facades	**OK** – Tip-up concrete panel is articulated in texture and color. Metal canopies and manufactured stone help break the building's width.
Varied roof shapes	**OK** – Parapet roof provides varying roof heights across the façade
Focal element or feature – elevating part of the building, tower or emphasizing prominent part of building, etc.	**OK** – Metal canopies and manufactured stone place focus on the lower level and entrances.
Canopies and Awnings; Entry Treatments – fronts of building face street	*OK with design flexibility* – Building includes entryway canopies on northeast side. Front of building faces rear of the lot.

Building Materials – high quality materials like brick, natural stone, stucco, textured cast stone, fiber-cement siding, and integrally colored concrete masonry units. Accent materials like metal, glass block, copper flashing, or similar materials. No smooth-faced concrete block, pre-fabricated steel panels, reflective glass, or aluminum, vinyl, or fiberglass siding. **At least 30% of facades that face a street shall be brick or natural stone**	*OK with design flexibility* – Building includes high quality materials. The textured wall panels will mimic the panels on the new Fresenius clinic on the adjacent lot. **~10%** of building front (which faces the rear of lot) is stone.
Windows and Doors – 60% of horizontal length between 3 and 8 feet of street level façade shall be transparent	N/A – Does not apply to warehouse buildings.
Outdoor Spaces – outdoor plazas, seating, and dining areas with shade and outdoor furniture.	**OK with condition** – Plan does not include any outdoor seating areas.
Parking – locate parking to rear or side of buildings, parking in front can be one drive aisle of parking	**OK –** Parking lot is located to the rear of the building
Pedestrian Access and Circulation – ped and bike amenities and circulation	**OK** – SW edge of parking lot includes a sidewalk. Plan includes a sidewalk connecting to existing sidewalk along the north side of the Holly St. NW ROW.
Urban Design Furniture and Amenities – pedestrian environment enhancement such as benches, trash receptacles, bike racks, and pedestrian-scale lighting	**OK with condition –** Plan does not include trash receptacles and a bike rack near the main entrance(s).
Screening and Landscaping	**OK –** Natural screening and landscaping is provided and meets city standards. Plan includes 10 overstory trees, 40 ornamental trees, and 135 shrubs.
Lighting – accent lighting on facades, landscape treatments, etc.	**OK –** Lighting is provided on the exterior of the building. Overhead lights are proposed for the parking lot.
Fuel Pump Canopy (if applicable)	N/A – No fuel pump canopy proposed
Balconies, Decks, and Porches (if applicable)	N/A – Industrial/office property
Entry Steps (if applicable)	N/A – Industrial/office property
Loading Spaces, overhead doors and service areas –cannot face Coon Rapids Blvd and must be in rear yard; must be separated from visitor, parking and general traffic circulation; architectural techniques, color, and landscaping must be employed to eliminate visual impacts from adjacent properties and roadways	*OK with design flexibility* – Loading docks face the front yard, landscaping is employed to eliminate visual impacts from adjacent properties and roadways
Screening of mechanical equipment	**OK** – Ground and rooftop mechanical equipment is concealed from public view.
Screening of dumpsters and recycling containers	**OK –** Plan includes a trash enclosure location and screening details.

Site Plan Criteria – **One dimensional flexibility requested. Proposal meets all other criteria.**

Site Plan Standards for Approval (Ch. 11-304.7)	**Staff Analysis and Comments**
(a) Be compatible with the surrounding land uses	**OK -** Proposed site plan is compatible with adjacent mixed-use commercial and industrial land uses.

(b) Preserve existing natural features whenever possible	**OK –** The site does not have any notable natural features, just scrub bushes and undergrowth, all of which will be removed for the construction of the building, parking lot, and retention pond.
(c) Achieve a safe and efficient circulation system	**OK** - The parking spaces and drive aisles are sufficient width to allow for safe and efficient traffic circulation. Access to the site is provided from Holly St NW. Space for truck circulation is also sufficient.
(d) Not place excessive traffic loads on local streets	**OK -** The traffic generated by the proposed site plan can be accommodated on the existing streets.
(e) Conform to the city's plan for parks, streets, service drives and walkways. Max driveway width of 30 feet.	*OK with dimensional flexibility* – Driveways are 40' wide.
(f) Conform to the city's Comprehensive Land Use Plan	**OK -** The proposed use aligns with the commercial mixed-use future land use designation.
(g) Achieve a maximum of safety, convenience and amenities	**OK with above conditions –** see development guidelines table above
(h) Show sufficient landscaping to reasonably screen undesirable features and to enhance the image of the development	**OK –** Natural screening and landscaping is provided and meets city standards.
(i) Not create detrimental disturbances to surrounding properties	**OK -** Because of similar intensity of adjacent commercial and industrial uses, the project will not create disturbances that are detrimental to surrounding properties. Adequate parking is provided to accommodate the new building.
(j) Meet requirements of Title 11	**OK -** The site plan meets the overall spirit of the PORT District and River Rapids Overlay District design standards, but there are some design and dimensional flexibilities requested.
(k) Show efforts to conserve energy whenever practical	**OK -** Sustainability comments are included for the applicant for consideration.

Circulation & Parking (Ch. 11-1202) **– Complies with dimensional requirements**
Vehicles can enter and exit the site from two proposed driveways off of Holly St. NW. The site exceeds the minimum parking requirement of 30 stalls with 58 stalls, 3 of which are accessible to meet national standards. All aisles and parking stalls meet minimum dimensional requirements and are designed to preclude traffic congestion and promote the safe and efficient movement of vehicular traffic.

The site will include a sidewalk along Holly St. NW as a condition of approval. This sidewalk will extend the existing sidewalk along Holly St. NW in front of the Fresenius Kidney Care Clinic.

Grading, Drainage and Utilities – **Engineering Comments provided for applicant**
Engineering comments are provided for the proposed grading, drainage and utilities to comply with all applicable requirements.

Sustainability – **Comments provided for applicant's consideration**
The City's Sustainability Planner has analyzed the development plans and offered suggested ways to improve sustainability of the building and site.

Signage **– Requires separate permits**
No signage is proposed as part of the site plan review, separate sign permits will be required for all new signage.

FLEXIBILITIES

The applicant is requesting flexibility from certain standards of the PORT and River Rapids Overlay Districts. City Code Section 11-306.5 allows granting of flexibility only where the applicant demonstrates:

1. The modification is necessary due to unique circumstances of the development or the site on which the development is placed;
2. The modification will result in gained efficiencies, including, but not limited to: better integration of uses; a more efficient organization of uses; additional public amenities; or a significant reduction in environmental impact;
3. The plan provides significant site amenities, buffers, and other elements to offset any potential harmful effects that could be caused by the use; and
4. The modification significantly advances the intent of the district.

Design Flex (River Rapids Overlay): Building Orientation

The modification is necessary to respond to site and access conditions.

The district requires the fronts of buildings to face the street and loading docks to be in the rear yard. The only available access to the site is from Holly St. NW. The proposed site plan shows two driveways off Holly St. NW allowing trucks to enter from one and exit from the other. The lot is widest along Holly St. NW and narrows towards the rear yard. There is not sufficient space in the rear yard for truck circulation, so the building must be oriented opposite of district requirements to accommodate the proposed use.

Dimensional Flex (PORT): Max Setback

The modification is necessary to provide adequate space for truck circulation.

The district only allows a max setback of 50 feet from collector and local streets. The applicant is proposing an ~80-foot setback to accommodate truck circulation.

Dimensional Flex (PORT): Floor-Area-Ratio

The modification is necessary to respond to site conditions and allow space for ponding, parking, and truck circulation requirements.

The district requires a floor-area-ratio (FAR) of 0.6 for non-residential buildings. The FAR is calculated by dividing the total floor area of the building (39,248 sf) by the total area of the lot (122,964 sf). A FAR of 0.32 is proposed with this site plan. A building on this lot would need at least 73,778 square feet of floor area to meet the minimum FAR.

A single-story building with tall clear heights is ideal for a business that includes warehouse space. A single-story building that meets the 0.6 FAR requirement would have extreme difficulty meeting the setbacks, parking requirements, and open space requirements. Notably, the proposed building is utilizing the entire site and meeting minimum setback requirements. The Commission has approved other developments in the area along with a FAR less than 0.6: IDC Automatic at 0.32, Fresenius Kidney Care Clinic at 0.14, Kwik Trip at 0.1, and Coon Rapids Strip Mall at 0.2. The proposed FAR of 0.32 responds to existing site conditions and results in a development at an intensity suitable for the site.

Dimensional Flex (River Rapids Overlay): Max Building Area

The modification is necessary to respond to site conditions and maximize the use of the site.

The RRO District standards require that all nonresidential building have a maximum floor area of 20,000 sf with only 15,000 sf dedicated to a single use. The proposed building would have a total area of 39,248 sf with up to 38,463 sf (98%) used for warehouse space. This proposal is almost twice the maximum building area and well over twice the maximum single use area. However, this building is also half of the floor-area ratio required by the PORT district standards. Thus, any single-use building would require flexibility for either the RRO requirement or the PORT requirement. This proposal splits the difference, and thus requires flexibility for both standards.

Dimensional Flex (General District Standards): Max Driveway Width

The modification is the minimum necessary to accommodate truck circulation.

City Code (Section 11-1202) only allows a max driveway width of 30 feet. The development is proposing two 40' driveways.

Design Flex (River Rapids Overlay): Building Materials
The modification is requested due to the building size and subsequent materials costs.

The district requires at least 30% of facades that face a street to be brick or natural stone. As discussed above, the front of the building faces the rear yard of the lot and is ~10% stone. The applicant finds it impractical to add the amount of natural stone needed to meet the requirement and is instead enhancing the building's façade through the use of pebbled panels, reflective windows, contrasting panels colors and natural vegetation screening.

The proposed development would be significantly more difficult to implement while meeting all of the exterior building materials requirements. Staff find that the building is an appropriate use for the site, and thus support a request for design flexibility while requiring the applicant to meet the requirements as closely as is practical.

RECOMMENDATION

In planning case 24-12, the City Council **approves** the proposed site plan with the following conditions:

1. All engineering comments be addressed.
2. All sustainability comments be considered.
3. The applicant enters into a site security agreement with the City.
4. All signage is subject to separate sign permits.
5. Outdoor seating areas, trash receptacles near the main entrance, and a bike rack be added to the site plan.
6. The corresponding conditional use permit be approved.
7. Corresponding Coon Creek Watershed District permits be approved.

In planning case 24-12, the City Council **approves** the Dimensional Flexibility for max setback, floor-area-ratio, max building area, and max driveway width, and the Design Flexibility for exterior building materials and building orientation. The Planning Commission finds the modifications necessary to respond to site conditions, result in better integration of uses, and further the intent of the PORT District.

Attachments

Location Map
Development Plans
Engineering Comments
Sustainability Comments

Location Map



COON RAPIDS
Minnesota

Prepared by: Planning Division

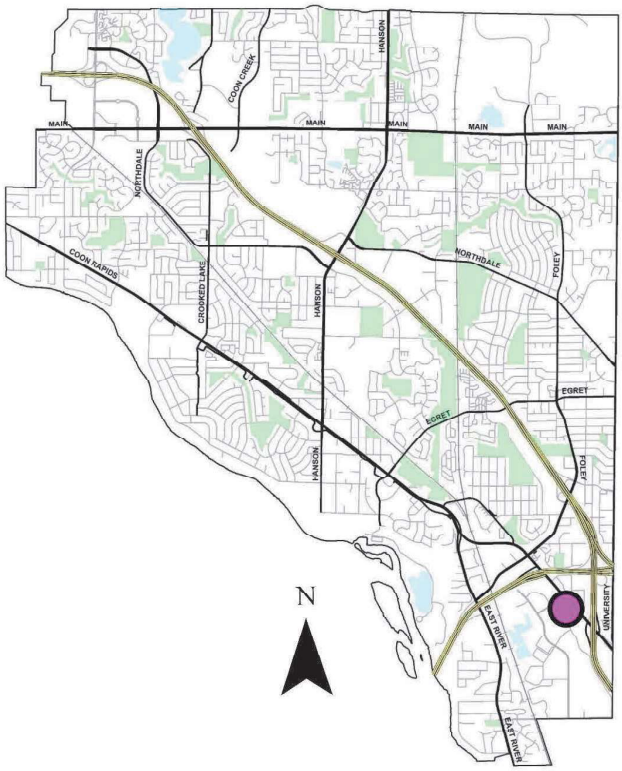
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Planning Case: 24-12 & 24-13

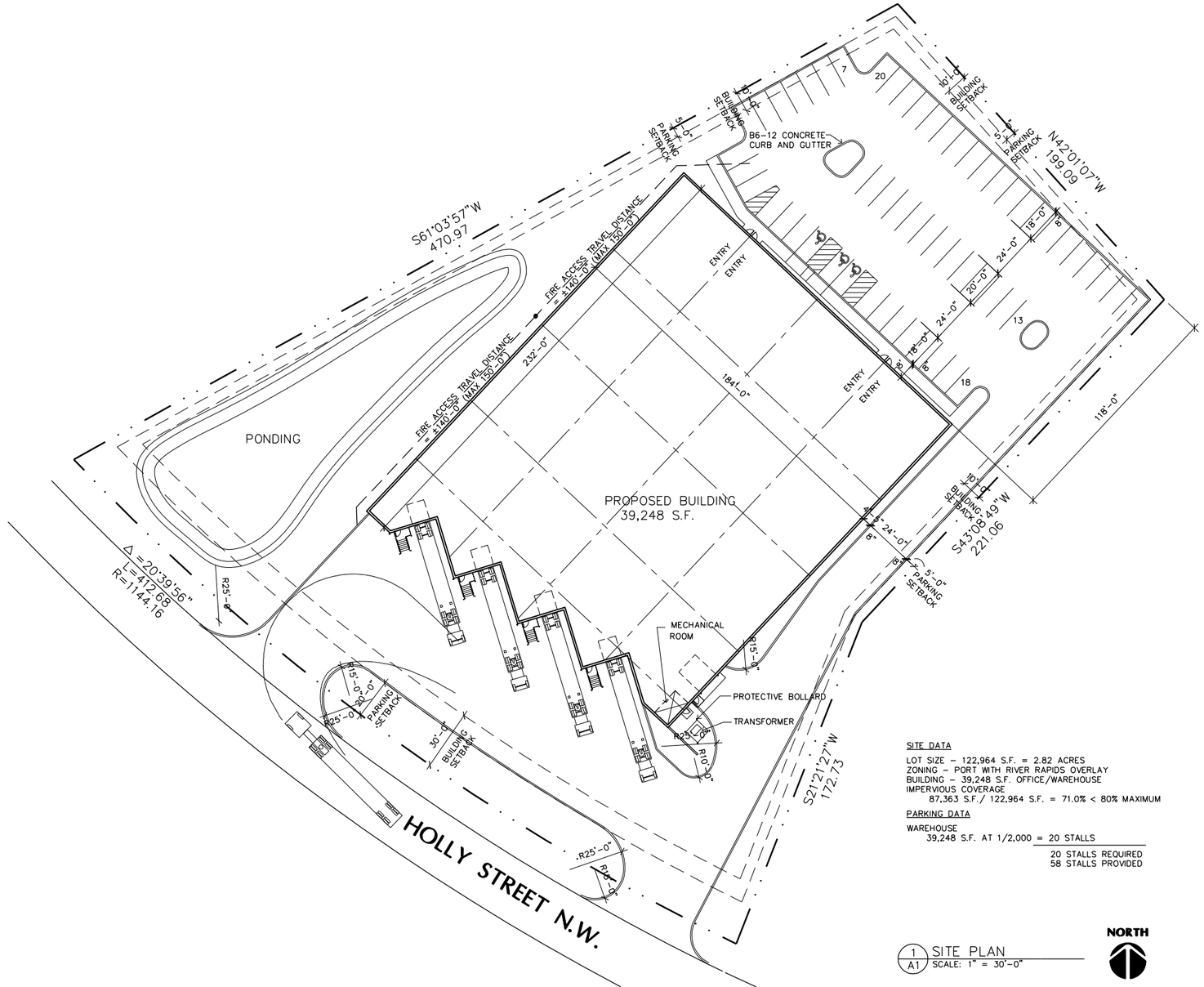
Land Use Review: CUP & Site Plan w/ Flexibility

Applicant: JHM Medical Park, LLC

Address or PID: 36-31-24-12-0038



Disclaimer: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located from various sources and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exact measurement of distance or direction or precision in the depiction of geographic features. if error or discrepancies are found please contact 763-767-6430.



SITE DATA

LOT SIZE – 122,964 S.F. = 2.82 ACRES
ZONING – PORT WITH RIVER RAPIDS OVERLAY
BUILDING – 39,248 S.F. OFFICE/WAREHOUSE
IMPERVIOUS COVERAGE
87,363 S.F./ 122,964 S.F. = 71.0% < 80% MAXIMUM

PARKING DATA

WAREHOUSE
39,248 S.F. AT 1/2,000 = 20 STALLS

20 STALLS REQUIRED
58 STALLS PROVIDED

1 A1 SITE PLAN
SCALE: 1" = 30'-0"

NORTH

Filename: HOLLY STREET INDUSTRIAL\HOLLY STREET INDUSTRIAL-A1

LAMPERT ARCHITECTS
420 Summit Avenue
St. Paul, MN 55102
Phone:763.755.1211 Fax:763.757.2849
lampert@lampert-arch.com

ARCHITECT CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRELIMINARY NOT FOR CONSTRUCTION

SIGNATURE
LEONARD LAMPERT
PRINT NAME
13669
LICENSE #
7/5/23
DATE

RJRyan Construction, Inc.
Commercial Design and Construction
1100 Mendota Heights Road, Mendota Heights, MN 55120
Ph: 651-681-0200 Fax: 651-681-0235

HOLLY STREET INDUSTRIAL
Coon Rapids, Minnesota

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Leonard Lampert Architects Inc.

Project Designer: JAMES B
Drawn By: JRB
Checked By: LL

Revisions

4/25/23	PRELIMINARY
7/5/23	ISSUE FOR PERMIT
5/1/24	CITY SUBMITTAL

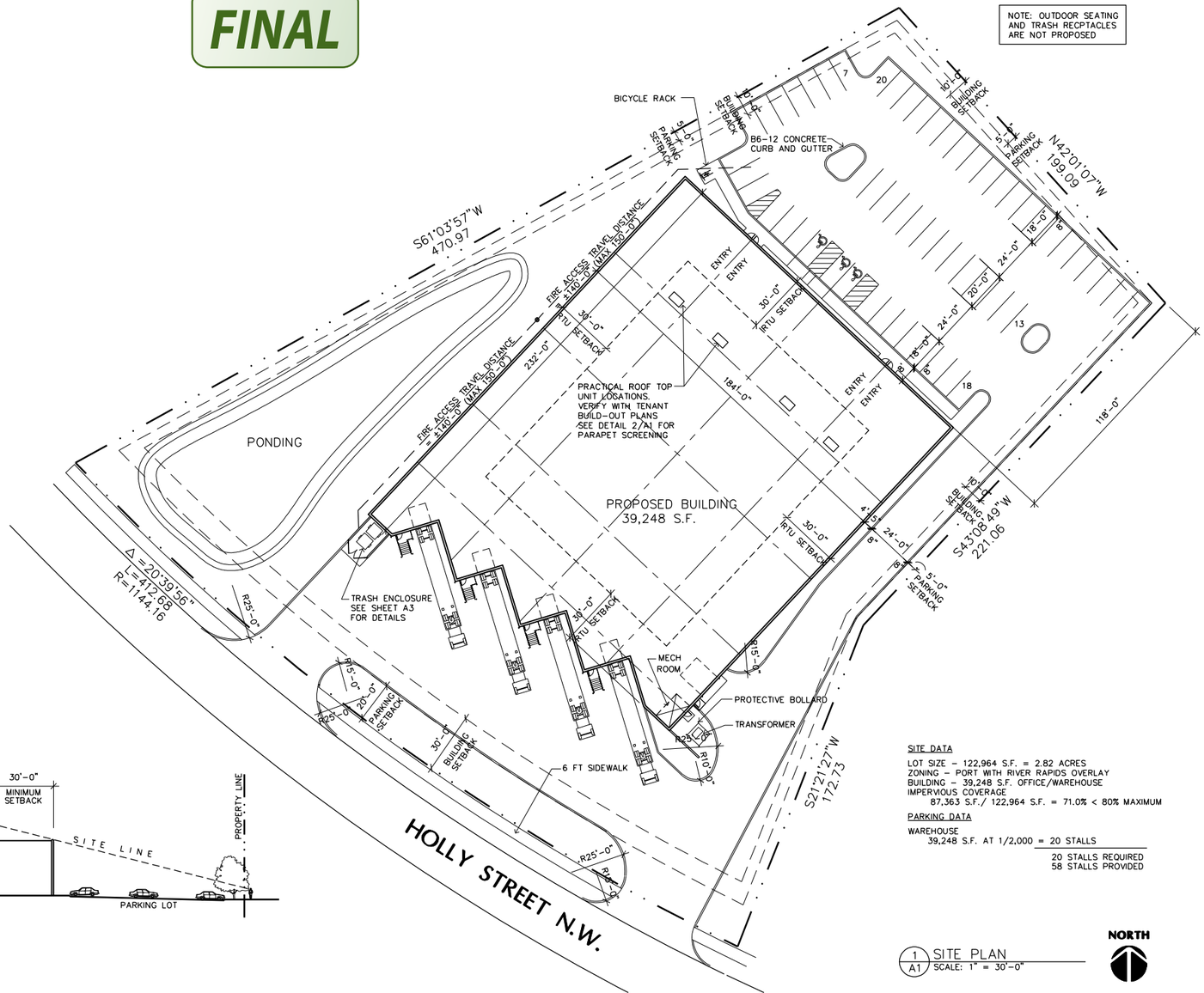
SITE PLAN

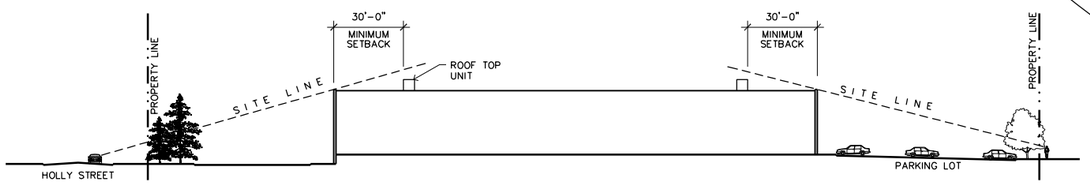
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Project No. 230203-1

FINAL





2 A1 ROOF TOP UNIT SCREENING
SCALE: 1" = 30'-0"

1 A1 SITE PLAN
SCALE: 1" = 30'-0"

NORTH

SITE DATA

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SITE PLAN

Sheet Number

A1

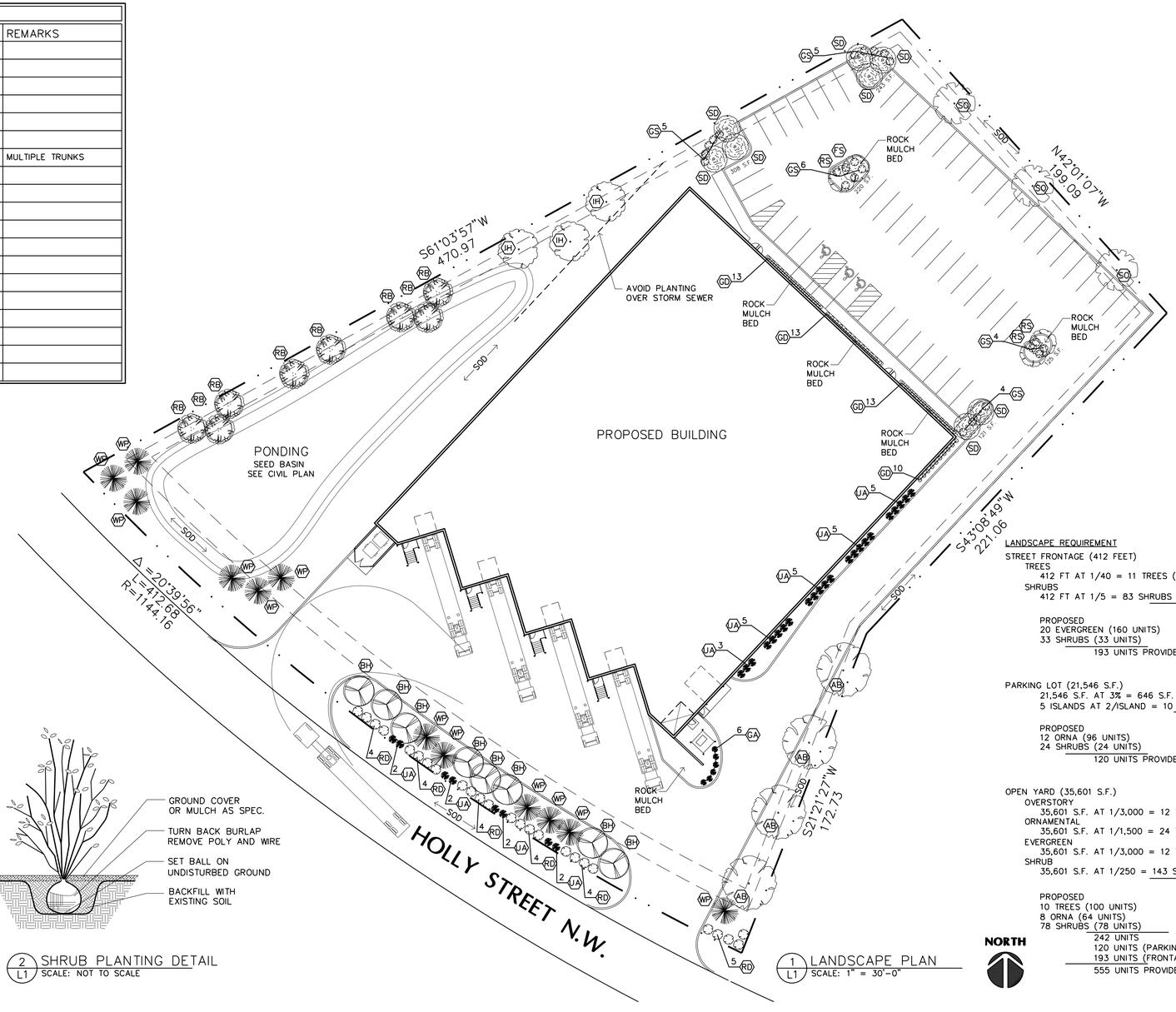
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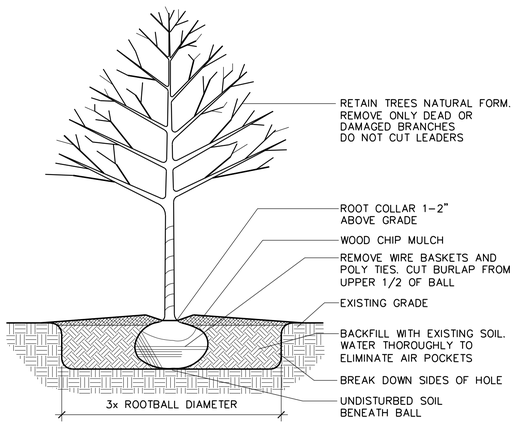
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PLANTING SCHEDULE						
QTY.	KEY	COMMON NAME	BOTANICAL NAME	SIZE	MTHD	REMARKS
4	AB	AUTUMN BLAZE MAPLE	ACER FREEMANII	2.5" CAL.	BB	
3	IH	IMPERIAL HONEYLOCUST	GLEDITSIA TRICANTHOS	2.5" CAL.	BB	
3	SO	SWAMP WHITE OAK	QUERCUS BICOLOR	2.5" CAL.	BB	
10 (100 UNITS)						
4	RS	RED SPLENDOR CRAB	MALUSxHYBRIDS 'RED SPLENDOR'	1.5" CAL.	BB	
8	SD	SNOWDRIFT CRAB	MALUS SNOWDRIFT	1.5" CAL.	BB	
8	RB	RIVER BIRCH	BETULA NIGRA	1.5" CAL.	BB	MULTIPLE TRUNKS
20 (160 UNITS)						
8	BH	BLACK HILLS SPRUCE	PICEA GLAUCA DENSATA	6' TALL	BB	
12	WP	WHITE PINE	PINUS STROBUS	6' TALL	BB	
20 (160 UNITS)						
24	GS	GOLDMOUND SPIREA	SPIREA X BUMALDA 'GOLDMOUND'	18"–24" TALL	CONT.	
6	GA	GLOBE ARBORVITAE	THUJA OCCIDENTALIS	18"–24" TALL	CONT.	
49	GD	GARDEN GLOW DOGWOOD	CORNUS HESSI GARDEN GLOW	18"–24" TALL	CONT.	
31	UA	UPRIGHT ARBORVITAE	THUJA OCCIDENTALIS	18"–24" TALL	CONT.	
25	RD	RED TWIGGED DOGWOOD	CORNUS BAILEYI 'CARDINAL'	3–4' TALL	CONT.	
135 (135 UNITS)						
555 UNITS						

LANDSCAPE NOTES:

1. SEED/SOD AREAS AS SHOWN ON THE PLAN.
2. SEE PLAN FOR PLANTINGS LOCATED IN ROCK MULCH BED. ROCK MULCH BEDS SEPARATED FROM SOD BY BLACK VINYL EDGER. OTHER PLANTINGS TO HAVE WOOD MULCH RING TO PREVENT WEED GROWTH AND CONSERVE WATER.
3. UNDERGROUND IRRIGATION SYSTEM TO BE PROVIDED FOR ALL FOUNDATION PLANTINGS AND TURF AREAS. PROVIDE MOISTURE SENSOR. IRRIGATION DESIGN BY CONTRACTOR.





3 / L1 TREE PLANTING DETAIL
SCALE: NOT TO SCALE

2 / L1 SHRUB PLANTING DETAIL
SCALE: NOT TO SCALE

1 / L1 LANDSCAPE PLAN
SCALE: 1" = 30'–0"

LANDSCAPE REQUIREMENT

STREET FRONTAGE (412 FEET)
TREES
412 FT AT 1/40 = 11 TREES (110 UNITS)
SHRUBS
412 FT AT 1/5 = 83 SHRUBS (83 UNITS)
193 UNITS REQUIRED

PROPOSED
20 EVERGREEN (160 UNITS)
33 SHRUBS (33 UNITS)
193 UNITS PROVIDED

PARKING LOT (21,546 S.F.)
21,546 S.F. AT 3% = 646 S.F. (1,017 S.F. PROVIDED)
5 ISLANDS AT 2/ISLAND = 10 TREES (120 UNITS)
120 UNITS REQUIRED

PROPOSED
12 ORNA (96 UNITS)
24 SHRUBS (24 UNITS)
120 UNITS PROVIDED

OPEN YARD (35,601 S.F.)
OVERSTORY
35,601 S.F. AT 1/3,000 = 12 TREES (120 UNITS)
ORNAMENTAL
35,601 S.F. AT 1/1,500 = 24 TREES (192 UNITS)
EVERGREEN
35,601 S.F. AT 1/3,000 = 12 TREES (96 UNITS)
SHRUB
35,601 S.F. AT 1/250 = 143 SHRUBS (143 UNITS)
551 UNITS REQUIRED

PROPOSED
10 TREES (100 UNITS)
8 ORNA (64 UNITS)
78 SHRUBS (78 UNITS)
242 UNITS
120 UNITS (PARKING LOT)
193 UNITS (FRONTAGE)
555 UNITS PROVIDED

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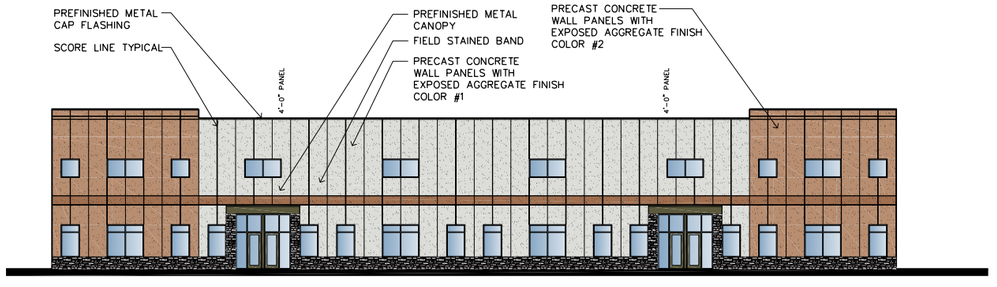
LANDSCAPE PLAN

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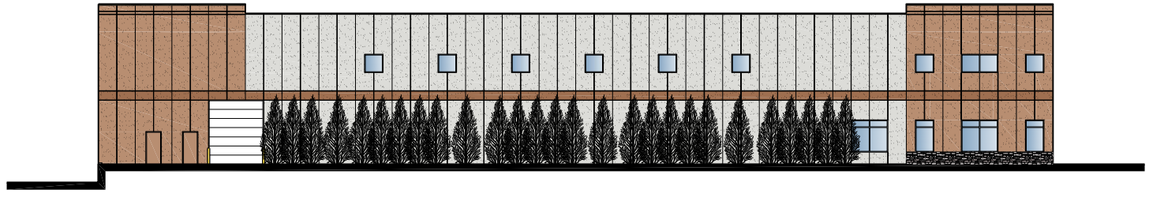
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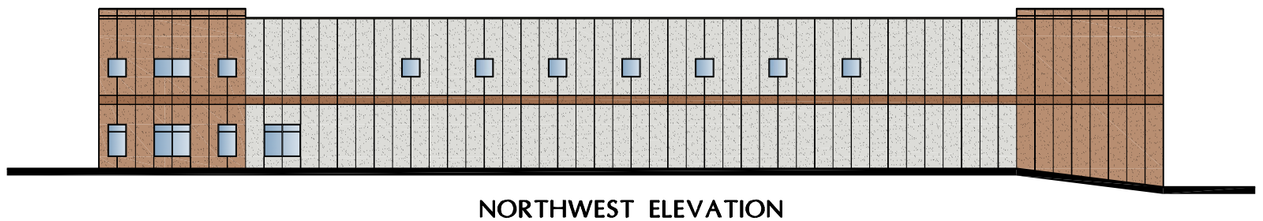
NORTHEAST ELEVATION



SOUTHEAST ELEVATION



SOUTHWEST ELEVATION



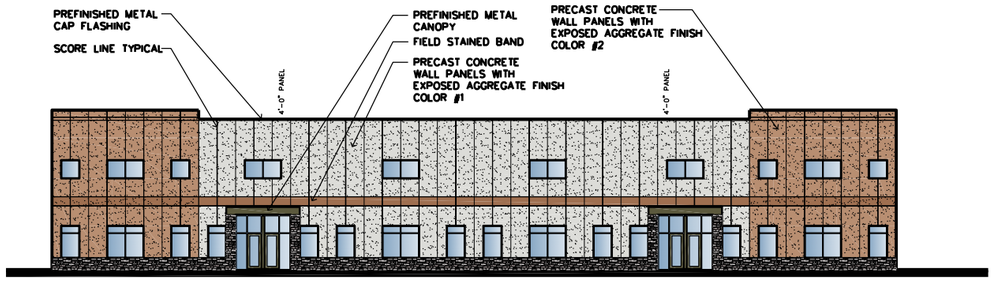
NORTHWEST ELEVATION

HOLLY STREET INDUSTRIAL

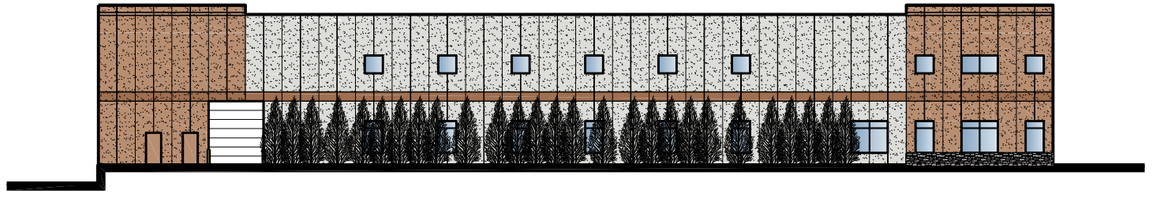
Coon Rapids, Minnesota

NOTE: THIS DRAWING IS FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL COLORS NEED TO BE FIELD VERIFIED.

FINAL



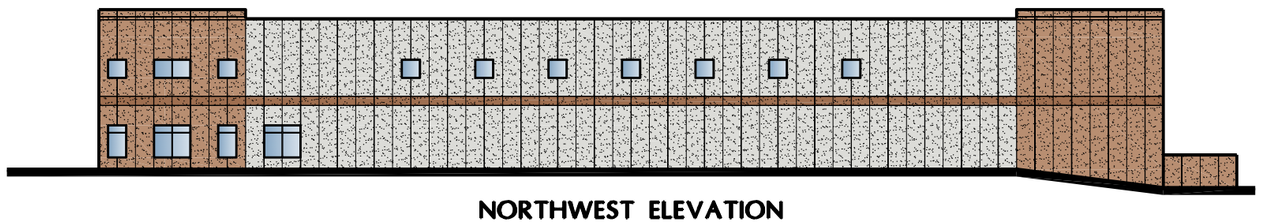
NORTHEAST ELEVATION



SOUTHEAST ELEVATION



SOUTHWEST ELEVATION



NORTHWEST ELEVATION

HOLLY STREET INDUSTRIAL

Coon Rapids, Minnesota

NOTE: THIS DRAWING IS FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL COLORS NEED TO BE FIELD VERIFIED.

Know what's below.
Call before you dig.



SITE SEQUENCING

- PRIOR TO ANY GRADING OPERATIONS, THE CONTRACTOR SHALL INSTALL ROCK CONSTRUCTION ENTRANCE (LOCATIONS TO BE DETERMINED - COORDINATE WITH OWNER) AND PERIMETER SILT FENCE AS SHOWN ON PLAN. (CONTACT CITY TO INSPECT EROSION CONTROL MEASURES PRIOR TO GRADING OPERATIONS, IF NECESSARY.) ADDITIONAL SILT FENCE MAY BE NECESSARY IF LOCAL CONDITIONS REQUIRE.
- THE CONTRACTOR SHALL PROVIDE ALL SOD, SEED, MULCH AND FERTILIZER WHICH SHALL CONFORM WITH THE FOLLOWING MNDOT SPECIFICATIONS AS MODIFIED BELOW.

ITEM		MNDOT SPECIFICATION/NOTES
SOD		3878
SEED **		3876
* FOR TURF ESTABLISHMENT	COMMERCIAL TURF	MNDOT MIX 25-131 (220 LBS/ACRE)
	RESIDENTIAL TURF	MNDOT MIX 25-131 (120 LBS/ACRE)
TEMPORARY	FALL COVER	MNDOT MIX 21-112 (100 LBS/ACRE)
	SPRING/SUMMER	MNDOT MIX 21-111 (100 LBS/ACRE)
	SOIL-BUILDING COVER	MNDOT MIX 21-113 (110 LBS/ACRE)
	1-2 YEARS COVER	MNDOT MIX 22-111 (30.5 LBS/ACRE)
	2-5 YEARS COVER	MNDOT MIX 22-112 (40 LBS/ACRE)
MULCH		3882 (TYPE 1 - DISC ANCHORED)
FERTILIZER		3881
WOOD FIBER BLANKET		3885 (CATEGORY 2)

* MOW A MINIMUM OF ONCE PER 2 WEEKS
** SEEDED AREAS SHALL BE EITHER MULCHED OR COVERED BY FIBROUS BLANKETS TO PROTECT SEEDS AND LIMIT EROSION.

- ALL EXPOSED SOILS MUST HAVE TEMPORARY EROSION CONTROL PROTECTION OR PERMANENT COVER WITHIN FOURTEEN (14) DAYS.
- THE CONTRACTOR SHALL PAY SPECIAL ATTENTION TO ALL ADJACENT PROPERTY LINES AND MAKE SURE THE EROSION CONTROL PRACTICES INPLACE IN THOSE AREAS PREVENT MIGRATION OF SEDIMENT ONTO ADJACENT PROPERTIES.
- THE CONTRACTOR SHALL MAINTAIN SILT FENCE, INCLUDING THE REMOVAL OF ACCUMULATED SEDIMENT, THROUGH COMPLETION OF BUILDING CONSTRUCTION. SILT FENCE TO BE REMOVED ONLY AFTER COMPLETION OF BUILDING CONSTRUCTION AND UPON ESTABLISHMENT OF VEGETATION.
- THE CONTRACTOR SHALL PROVIDE WOOD FIBER BLANKET FOR ALL AREAS OF CONCENTRATED FLOW AND FOR ALL SLOPES 3:1 OR GREATER.
- PROTECT ALL STORM WATER MANAGEMENT FACILITIES FROM CONSTRUCTION RUN-OFF. CONTRACTOR TO INSTALL AND CONSTRUCT SAID FACILITIES ONCE SITE HAS BEEN STABILIZED.
- IF ANY SLOPES APPEAR TO BE FAILING, THE CONTRACTOR SHALL PROVIDE ADDITIONAL SILT FENCE, BIOROLLS AND EROSION CONTROL BLANKET AS NEEDED.
  - THE CONTRACTOR SHALL FINAL GRADE SWALE AREAS UPON STABILIZATION OF UPSTREAM AREAS.
  - THE CONTRACTOR SHALL SOD ALL DISTURBED DRAINAGE AREAS, INCLUDING SWALES & OVERFLOWS.
  - UPON GRADING COMPLETION THE CONTRACTOR SHALL PROVIDE NATIVE TOPSOIL WITH SOD OR SEED, AND MULCH ANCHORED WITH A STRAIGHT SET DISC WITHIN 48 HOURS OF FINAL GRADING.
  - EXCESS SOIL SHOULD BE TREATED LIKE OTHER EXPOSED SOIL AND STABILIZED WITHIN 72 HOURS. ANY SOIL STOCKPILES ARE TO HAVE SILT FENCE PLACED ON DOWNSTREAM SIDES.
  - IF A STREET, ALLEY, SIDEWALK OR OTHER PUBLIC PLACE SHOULD BECOME SOILED OR LITTERED, THE CONTRACTOR SHALL CAUSE SUCH SOILING OR LITTERING TO BE CLEANED UP BY SWEEPING NOT LATER THAN THE END OF THE WORKING DAY IN WHICH SUCH SOILING OR LITTERING SHALL HAVE OCCURRED OR BEEN OBSERVED.
  - CONTRACTOR SHALL BE RESPONSIBLE TO INSPECT AND MAINTAIN INLET PROTECTIONS PLACED WITHIN THE PUBLIC RIGHT OF WAY UNTIL FINAL STABILIZATION IS ACHIEVED. OVER THE COURSE OF THE CONSTRUCTION, THE CONTRACTOR SHALL CONSISTENTLY MAKE SURE INLET PROTECTIONS ARE IN GOOD WORKING ORDER AND EMERGENCY FLOWS ARE NOT BLOCKED OF DEBRIS.

OTHER POLLUTION CONTROL MEASURES

CONSTRUCTION WASTE MATERIALS - ALL WASTE MATERIALS GENERATED AS A RESULT OF SITE CONSTRUCTION SHALL BE COLLECTED AND REMOVED ACCORDING TO ALL LOCAL AND/OR STATE WASTE MANAGEMENT REGULATIONS BY A LICENSED SOLID WASTE MANAGEMENT COMPANY. THE CONTRACTOR WILL ENSURE THAT ALL SITE PERSONNEL ARE INSTRUCTED IN THESE PRACTICES.

HAZARDOUS WASTES - ALL HAZARDOUS WASTE MATERIALS SHALL BE STORED PROPERLY TO PREVENT SPILLS AND VANDALISM. WHEN NECESSARY, HAZARDOUS WASTES WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL AND/OR STATE REGULATION OR BY THE MANUFACTURER.

SANITARY WASTE - ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS BY A LOCAL, LICENSED WATER MANAGEMENT COMPANY, AS REQUIRED BY LOCAL REGULATION.

OFFSITE VEHICLE TRACKING - A ROCK CONSTRUCTION ENTRANCE HAS BEEN PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. IF A STREET, ALLEY, SIDEWALK OR OTHER PUBLIC PLACE SHOULD BECOME SOILED OR LITTERED, THE CONTRACTOR SHALL CAUSE SUCH SOILING OR LITTERING TO BE CLEANED UP BY SWEEPING NOT LATER THAN THE END OF THE WORKING DAY IN WHICH SUCH SOILING OR LITTERING SHALL HAVE OCCURRED OR BEEN OBSERVED. DUMP TRUCKS HAULING LOOSE MATERIALS (SAND, TOPSOIL, ETC.) TO AND/OR FROM THE SITE SHALL BE COVERED WITH A TARPAULIN.

VEHICLE CLEANING - NO ENGINE DEGREASING IS ALLOWED ON-SITE. EXTERNAL WASHING OF VEHICLES TO BE CONFINED TO A DEFINED AREA ("WASHE YARD") ON-SITE. CONTRACTOR TO PROVIDE DESIGNATED TRUCK WASHOUT AREA WITH APPROPRIATE SIGNAGE. WASHOUT AREA IS TO BE A MINIMUM OF 50' FROM DITCHES, PONDS, OR OTHER STORMWATER FEATURES. ALL LIQUID AND SOLID WASTE GENERATED BY WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK-PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER (E.G. COMPACTED CLAY LINER, IMPERMEABLE GEO-MEMBRANE) AND DISPOSED OF PROPERLY.

SPILL PREVENTION AND CONTROL - ALL VEHICLES WILL BE CHECKED FOR LEAKING OIL AND FLUIDS. VEHICLES LEAKING FLUIDS WILL NOT BE ALLOWED ON-SITE. SPILL KITS WILL BE STORED ON-SITE AND ALL SPILLS WILL BE CLEANED UP IMMEDIATELY DISCOVERY. SPENT ABSORBENT MATERIALS AND RAGS WILL BE HAULED OFF-SITE IMMEDIATELY AFTER THE SPILL IS CLEANED UP AND PROPERTY DISPOSED OF. SPILL PREVENTION AND CONTROL MEASURES SHALL BE IMPLEMENTED ONCE CONSTRUCTION BEGINS.

SOIL STOCKPILES - INSTALL SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS AROUND ALL TEMPORARY SOIL STOCKPILES. LOCATE SOIL OR DIRT STOCKPILES SUCH THAT DOWNSLOPE DRAINAGE LENGTH IS NO LESS THAN 8 M (25 FEET) FROM THE TOE OF THE PILE TO A SURFACE WATER, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS AND DITCHES UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER. IF REMAINING FOR MORE THAN 7 DAYS, STABILIZE THE STOCKPILES BY MULCHING, VEGETATIVE COVER, TARPS, OR OTHER MEANS. DURING STREET REPAIR, COVER CONSTRUCTION SOIL OR DIRT STOCKPILES LOCATED CLOSER THAN 8 M (25 FEET) TO A ROADWAY OR DRAINAGE CHANNEL WITH TARPS, AND PROTECT STORM SEWER INLETS WITH SILT SOCKS OR STAKED SILT FENCE.

PROVIDE WIMCO (OR APPROVED EQUAL) FOR INLET PROTECTION AT ALL EXISTING STORM SEWER INLETS THAT WILL RECEIVE RUN-OFF DURING CONSTRUCTION. INLET PROTECTION TO REMAIN IN-PLACE UNTIL AT LEAST 70% OF SITE VEGETATION HAS BEEN ESTABLISHED.

CONTRACTOR TO PROVIDE DESIGNATED CONCRETE TRUCK WASHOUT AREA WITH APPROPRIATE SIGNAGE. KEEP WASHOUT AREAS AS FAR AS PRACTICAL FROM STORM DRAINS, DITCHES AND PONDS. DO NOT ALLOW RUN-OFF FROM THIS AREA BY CONSTRUCTING A TEMPORARY PIT OR BERMED AREA LARGE ENOUGH FOR LIQUID AND SOLID WASTE. AFTER WASTE CONCRETE IS SET, BREAK-UP AND DISPOSE OF PROPERLY.

THE CONTRACTOR MUST DISCHARGE TURBID OR SEDIMENT-LADEN WATERS RELATED TO DEWATERING (E.G., PUMPED DISCHARGES, TRENCH/DITCH CUTS FOR DRAINAGE) TO A "TEMPORARY OR PERMANENT SEDIMENTATION BASIN ON THE PROJECT SITE UNLESS INFEASIBLE. THE CONTRACTOR MAY DISCHARGE FROM THE TEMPORARY OR PERMANENT SEDIMENTATION BASINS TO SURFACE WATERS IF THE BASIN WATER HAS BEEN VISUALLY CHECKED TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED IN THE BASIN AND THAT NUISANCE CONDITIONS (SEE MINN. R. 7050.0210, SUBP. 2) WILL NOT RESULT FROM THE DISCHARGE. IF THE WATER CANNOT BE DISCHARGED TO A SEDIMENTATION BASIN PRIOR TO ENTERING THE SURFACE WATER, IT MUST BE TREATED WITH THE APPROPRIATE BMPS, SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE RECEIVING WATER OR DOWNSTREAM PROPERTIES.

PERSON WHO WILL OVERSEE IMPLEMENTATION OF SWPPP ("CONTRACTOR")

TBD

GRADING, DRAINAGE, AND EROSION CONTROL PLAN
JHM MEDICAL PARK II

DRAWN BY:	DESIGN BY:
M.Q.A.	C.W.P.
CHCKD BY:	PROJ. NO.
M.Q.A.	23-2086

ORIGINAL DATE: MARCH 15, 2023

DATE	REVISION DESCRIPTION

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

QASEM M. ABUGHAZLEH LIC. NO. 56299
DATE: 05.06.2024

JHM MEDICAL PARK II
COON RAPIDS, MINNESOTA
GRADING, DRAINAGE, AND EROSION CONTROL PLAN

PREPARED FOR:
RJRyan Construction, Inc.

SITE PLANNING & ENGINEERING
PLOWE ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

NORTH
0 15 30
1 INCH = 30 FEET

C1.1

S:\plowe\data\23proj\23086 Office And Warehouse Building (Coon Rapids)\23-2086 CAD\23-2086 BASE.dwg 5/7/2024



WATER MAIN NOTES

EXISTING WATER MAIN LOCATION AND SIZE SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.

PROVIDE PIPE INSULATION WHERE SEWER (SANITARY OR STORM) CROSSES WITHIN 18" OF WATER MAIN.

PROPOSED WATER MAIN SHALL BE 6" PVC C900 (CONFORMING TO ASTM D1784) WITH TRACER WIRE INSTALLED PER CITY STANDARDS.

FITTINGS SHALL BE THE SAME PRESSURE CLASS AS THE PIPE AND SHALL CONFORM TO AWWA C907 AND C908.

MAINTAIN MINIMUM 8-FT COVER TO TOP OF ALL WATER MAIN PIPE.

TAPS OF LIVE WATER MAINS, IF NECESSARY, TO BE DONE BY DEVELOPMENT CONTRACTOR; HOWEVER, THEY SHALL BE COORDINATED WITH CITY PUBLIC WORKS AND INSPECTED BY CITY ENGINEERING.

ALL COMPONENTS OF THE WATER SYSTEM, UP TO THE WATER METER OR FIRE SERVICE EQUIPMENT, SHALL UTILIZE PROTECTIVE INTERNAL COATINGS MEETING CURRENT ANSI/AWWA STANDARDS FOR CEMENT MORTAR LINING OR SPECIAL COATINGS.

COMBINATION FIRE AND DOMESTIC SERVICES MUST TERMINATE WITH A THREAD-ON FLANGE OR AN MJ-TO-FLANGE ADAPTER.

STORM SEWER NOTES

FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING STORM SEWER AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.

WHEN CALLED OUT AS PIPE, STORM SEWER SHALL BE REINFORCED CONCRETE PIPE (RCP) ANSI C75 WITH R-4 GASKETS OR, IF ALLOWED BY CITY, HDPE PIPE MAY BE USED. (SEE PLAN FOR LOCATIONS WHERE RCP IS REQUIRED.) HDPE PIPE SHALL MEET THE REQUIREMENTS OF AASHTO M294, TYPE S WITH WATERTIGHT CONNECTIONS. USE SAND/GRANULAR MATERIAL FOR BACKFILLING AND COMPACTION OF HDPE/PVC PIPE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM 2321.

STORM SEWER LENGTHS INCLUDE THE LAYING LENGTH OF THE FLARED-END SECTION. LAYING LENGTH OF APRON TO BE DEDUCTED FROM PAYMENT LENGTH OF PIPE.

ALL PORTIONS OF THE STORM SEWER SYSTEM LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED IN ACCORDANCE WITH MINNESOTA RULES, PART 4715.2820.

STORM SEWER PIPES TO BE JOINED TO THE CATCH BASIN MANHOLES W/ APPROVED RESILIENT RUBBER JOINTS TO MAKE THEM GASTIGHT OR WATERTIGHT. CEMENT MORTAR JOINTS ARE PERMITTED ONLY FOR REPAIRS AND CONNECTIONS OF EXISTING LINES CONSTRUCTED WITH SUCH JOINTS.

SANITARY SEWER NOTES

EXISTING SANITARY SEWER LOCATION, SIZE, AND ELEVATION SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.

PROPOSED SANITARY SEWER FORCE MAIN SIZE AND MATERIAL TO BE DESIGNED BY OTHERS TO MEET CAPACITY OF BUILDING AND CITY, DLI, AND ANY OTEHR GOVERNING AGENCY'S RULES ON FORCE MAIN DESIGN.

PROPOSED CONNECTION OF SANITARY SEWER SERVICE FROM THE MANHOLE NEAR INTERSECTION OF SPRINGBROOK DRIVE AND HOLLY STREET TO THE EXISTING SANITARY MAIN UNDER SPRINGBROOK DRIVE SHALL BE 6" PVC SCHEDULE 40.

ALL PERMITS, INCLUDING BUT NOT LIMITED TO PERMITS FROM CITY OF COON RAPIDS, COON CREEK WATERSHED, METROPOLITAN COUNCIL, AND THE MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY, SHALL BE OBTAINED PRIOR TO ORDERING OF MATERIAL AND STARTING OF CONSTRUCTION. NO INSTALLATION OF UTILITIES SHALL BE PERMITTED UNTIL ALL APPLICABLE PERMITS ARE RECEIVED BY THE CONTRACTOR.

INSTALLATION OF UTILITIES SHALL BE CONSTRUCTED TO MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY STANDARDS AND CITY STANDARDS AS IDENTIFIED IN THE PUBLIC WORKS/ENGINEERING STANDARDS.

SANITARY FORCE MAIN DESIGN (SIZING, MATERIAL, ETC.) TO BE DESIGNED BY OTHERS.

Know what's below.
Call before you dig.

UTILITY PLAN
JHM MEDICAL PARK II

DRAWN BY:	DESIGN BY:
M.Q.A.	C.W.P.
CHCKD BY:	PROJ. NO.
M.Q.A.	23-2086

ORIGINAL DATE:
MARCH 15, 2023

DATE	REVISION DESCRIPTION

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

QASEM M. ABUGHAZLEH LIC. NO. 56299

DATE: 05.06.2024

JHM MEDICAL PARK II
COON RAPIDS, MINNESOTA
UTILITY PLAN

PREPARED FOR:
RJRyan Construction, Inc.

SITE PLANNING
& ENGINEERING
PLOWE
ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

NORTH
0 15 30
1 INCH = 30 FEET

C2

S:\plowe\civil\2-proj\2000s Office And Warehouse Building (Coon Rapids)\23-2086 CAD\23-2086 BASE 9.dwg 5/7/2024

COON RAPIDS Minnesota

Engineering Division
11155 Robinson Drive NW, Coon Rapids, MN 55433
Web: coonrapidsmn.gov Phone: 763-767-6479

TO: Planning

FROM: Engineering

SUBJECT: Site Plan Review for JHM Medical Park Phase 2

DATE: June 11, 2024

The following comments are based on the Engineering Division review of the plans dated May 6, 2024, for the proposed JHM Medical Park Phase 2 project to be located on the vacant lot along the north side of Holly Street between Springbrook Drive and 93rd Avenue. The property will have the address of 9255 Holly Street. The site has been previously mass graded and contains generally level topography. Pleasure Creek follows along the northern property boundary. Ingress and egress to and from the site shall take place via a new driveway entrance on Holly Street. A 6-inch water connection is available to the site along the northeastern property boundary which also serves the adjacent Kwik Trip site. Sewer is only available to the site from Springbrook Drive. There are no postponed assessments or hook up charges due with connection to City utilities.

- The project shall require a permit from the Coon Creek Watershed District (CCWD).
- Provide soil borings to City engineering staff for review.
- Based on the amount of disturbed area shown on the plans, an NPDES permit and storm water pollution prevention plan (SWPPP) shall be required by the MPCA. Third party NPDES inspections shall be required weekly and post rain event during the grading and construction phases of this project. The costs of these inspections shall be paid for by the applicant.
- A Right of Entry agreement shall be established between the City and property owner to provide access for City public works and fire department personnel to periodically operate valves and hydrants located outside the public right of way to verify proper working condition of the private watermain system. The Right of Entry agreement shall be recorded to the common interest HOA property and will be required prior to the release of building permits. Provide a check made payable to "Anoka County Property Records" for the $46 Anoka County recording fee.
- The proposed concrete sidewalk shown along the north side of Holly Street shall be 6-feet wide.
- City code limits driveway widths within industrial districts to 36-feet wide. Provide truck turning templates showing truck access to and from the site via Holly Street.
- Revise the concrete gutter swale detail shown on sheet C1.2 to include rebar throughout.
- Provide private easement for the proposed sanitary sewer shown along the south side of 9210 Holly Street.
- Update note on sheet C2 to include a cut in wye connection for the proposed 6-inch sewer service line.
- Provide traffic control/detour plan for sewer connection work on Springbrook Drive.

COON RAPIDS Minnesota
11155 Robinson Drive NW, Coon Rapids, MN 55433
Web: coonrapidsmn.gov Phone: 763-755-2880

Sustainability Comments
Re: PC 24-12, Holly Street Industrial Site Plan Application

Solar

- The applicant should consider having a solar feasibility study conducted for the site to determine the economic feasibility of installing a solar energy system on site.

Light Pollution

- The applicant should consider installing Dark-Sky compliant lighting in outdoor fixtures to minimize light pollution and glare.

Green Buildings

- The applicant should consider adhering to or incorporating elements of a green development framework like LEED or B3.
- OR The applicant has indicated that the project will adhere to the XX green development framework.

Transportation

- Bicycle racks are required in our Commercial and Office districts, and in the River Rapids Overlay district. The proposed project is within the River Rapids Overlay district and is required to provide bicycle racks in an area that is convenient to each major building entrance. The city recommends 2 spaces or 1 space per 40,000 sq. ft. of GFA, whichever is greater, but not less than 4 bicycle parking spaces.

City Council Regular **10.**

Meeting Date: 08/05/2024

Subject: PC 24-18, Consider a Commercial Tower Application for New Temporary & Permanent Wireless Tower, City of Coon Rapids, 11316 Foley Blvd NW

Submitted For: Max Pattsner, Senior Planner **From:** Max Pattsner, Senior Planner

INTRODUCTION

The City (applicant) is requesting commercial tower approval to erect a 150-foot-tall temporary wireless communication tower and a 150-foot-tall permanent wireless communication tower as part of the project to remove the existing water tower at 11316 Foley Blvd, near the intersection of Foley and Northdale Blvd. Because there is a residential property within 500 feet of the subject property, the project is considered to be in a residential area, and thus requires a public hearing, recommendation by Planning Commission, and decision by City Council.

DISCUSSION

Planning Commission Meeting. At its meeting on July 18, 2024, the Planning Commission held a public hearing, at which comments were heard from two nearby residents regarding health issues and other property issues they believe to be caused by the existing wireless antenna that is currently located on the water tower. The residents requested that the proposed replacement monopole be moved to a non-residential location. Based on the information and recommendation provided by City Staff and the standards in City Code, the Planning Commission voted to recommend approval of the proposed temporary and permanent wireless towers.

Project Overview. This commercial tower application (PC 24-18) relates to the City of Coon Rapids' plans to remove the existing water tower at 11316 Foley Blvd. There is currently one wireless antenna located on the water tower at about 143 feet above the ground, providing wireless (cell phone) coverage to the area. In order to maintain the existing wireless coverage, the antenna would need to stay at a height of near 143 feet and near to its existing location (see attached coverage guidance provided by AT&T).

In order for there to be no lapse in coverage, the City's wireless tower consultant (SEH) is proposing to construct a temporary tower about 50 feet to the west of the tower. This temporary tower would stay up through the removal of the water tower and construction of a permanent tower, which is estimated to be just under one year (with work being completed in summer of 2025). Once a permanent tower is constructed, the temporary tower will be removed. The temporary tower would straddle the western property line of the site, and be located partially on the property to the west, which is part of the McDonald's site. The owner of the McDonald's site has provided an easement to the City to allow the location of the temporary tower on their property. The trash enclosure on the McDonald's property is proposed to be moved in order to make room for the temporary tower.

Once the water tower is removed, the City's wireless tower consultant is proposing to construct a 150-foot permanent wireless tower in the same location as the former water tower. A 150-foot tower is shown in the analysis provided by AT&T to be needed to maintain the existing coverage. Eventually, three collocated antennae (each by a different user) are proposed to be located on the tower at 115 feet, 130 feet, and 145 feet respectively.

Analysis. Wireless communication towers are regulated in City Code by Section 11-1400. Staff has evaluated the proposed temporary and permanent towers and offers the following analysis:

Performance Standards – **Meets minimum requirements except where consultant evaluation needed**

Section 11-1404	**Staff Analysis and Comments**
Collocations: – Tower cannot be accommodated on an existing or approved tower or other structure	Previous collocation on water tower no longer possible
Tower must be designed to accommodate future additional antennae	Proposed to accommodate three antennae
Design Requirements – Blend into surrounding environment	Neutral colors used except where otherwise required by FAA. Less visually impactful than existing watertower.
Ground equipment to be screened	8-foot vinyl-coated chain link fence proposed, landscaping can be used to screen ground equipment if determined to be needed
Monopole Design	Yes
Structural Requirements Met	SEH will verify that structural requirements are met as part of required building permit review
Access Drives Paved	Yes
Max Height: 90’ residential, 150’ non-residential	150’ OK to maintain existing coverage [City Code Section 1404.3(3)]
Setbacks: Height + 10’ OR designed so that collapse will be confined to subject property	Designed so that collapse will be confined to subject property. To be verified by SEH as part of building permit review.
Ground equipment to be located close to the base of tower	Yes
Lighting: No artificial lighting except required by FAA	Requirement Met
Location: Not located in MRCCA	Requirement Met

Location & Setbacks
The proposed temporary monopole will be set back about 35 feet from the accessory structure on the south end of the McDonald's site, 94 feet from the principal McDonald's building, 40 feet from the southern property line of the site, and about 145 feet from the nearest adjacent residential property.

The proposed permanent monopole will be set back about 110 feet from the accessory structure on the south end of the McDonald's site, 94 feet from the principal McDonald's building, 40 feet from the southern property line of the site, and about 170 feet from the nearest adjacent residential property.

Neither the temporary nor permanent towers need to meet the setback requirement of 160 feet from the buildable area of an adjacent property, as they are designed so that any debris in the event of a collapse or failure will be confined to the area of the subject property or the area of the easement over the adjacent property. However, the 160-foot setback requirement is met by both towers, for all adjacent properties except the McDonald's property to the north and west.

Height
City Code Section 1404.3(3) allows a commercial wireless to exceed the height limitation of 90 feet in a residential area (where a residential area is defined as any parcel within 500 feet of residential parcel) if the permit issuer finds that the proposed height is the minimum that is reasonably necessary to achieve adequate service coverage due to topographical or other features as documented by a qualified engineer. City staff have reviewed the submittal by AT&T, whose antenna occupies the existing water tower, demonstrating that a 150-foot tower will be necessary to maintain existing wireless coverage in the area, and determined that it meets this requirement. The existing antenna is located at 143 feet of height on the water tower, and the proposed antenna would be located at or near 143 feet on the proposed 150-foot tower.

Landscaping & Screening
The City’s wireless communication tower consultant is proposing an 8-foot fence to surround the subject property.

The City will either require this fence to be opaque, in order to provide sufficient screening of ground equipment on the site, or for sufficient landscaping to be included on the site to serve the same purpose. This is addressed in condition number two.

Engineering & Structural Review
Review by the City's wireless communication tower consultant (SEH) must show that all engineering and structural requirements are met. This will be completed as part of the building permit application and review process.

RECOMMENDATION

In planning case 24-18, the City Council **approve** the proposed temporary and permanent commercial towers with the following conditions:

1. All City structural requirements be met for both towers, including that towers be designed so that collapse will be confined to the subject property if applicable.
2. Sufficient landscaping to screen the ground equipment from public view, or an opaque fence to serve the same purpose, be shown on the site plan, as determined by City Staff.

Attachments

Location Map

Monopole Summary Packet

Height Comparison From Ground - Water Tower & Monopole

Comparable Example Monopole Sites

AT&T Coverage Guidance

Location Map



COON RAPIDS
Minnesota

Prepared by: Planning Division

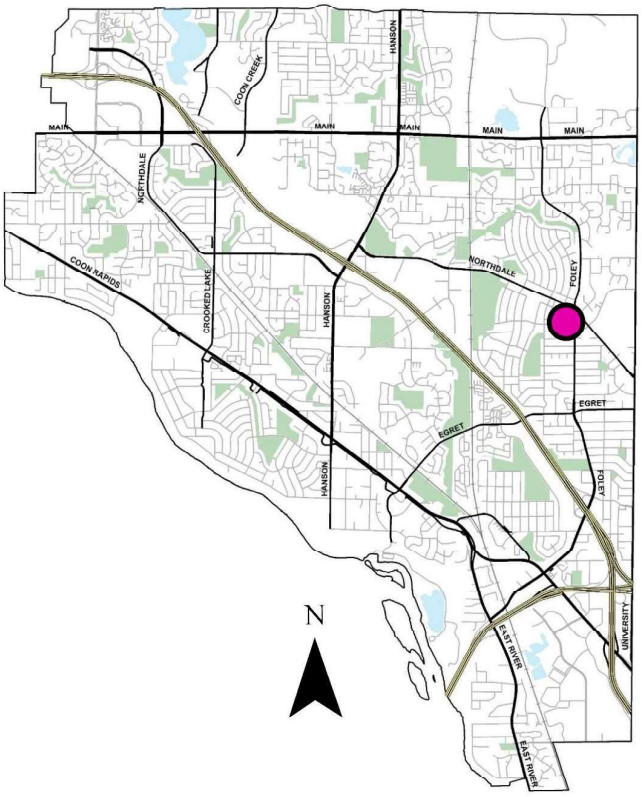
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Planning Case: 24-18

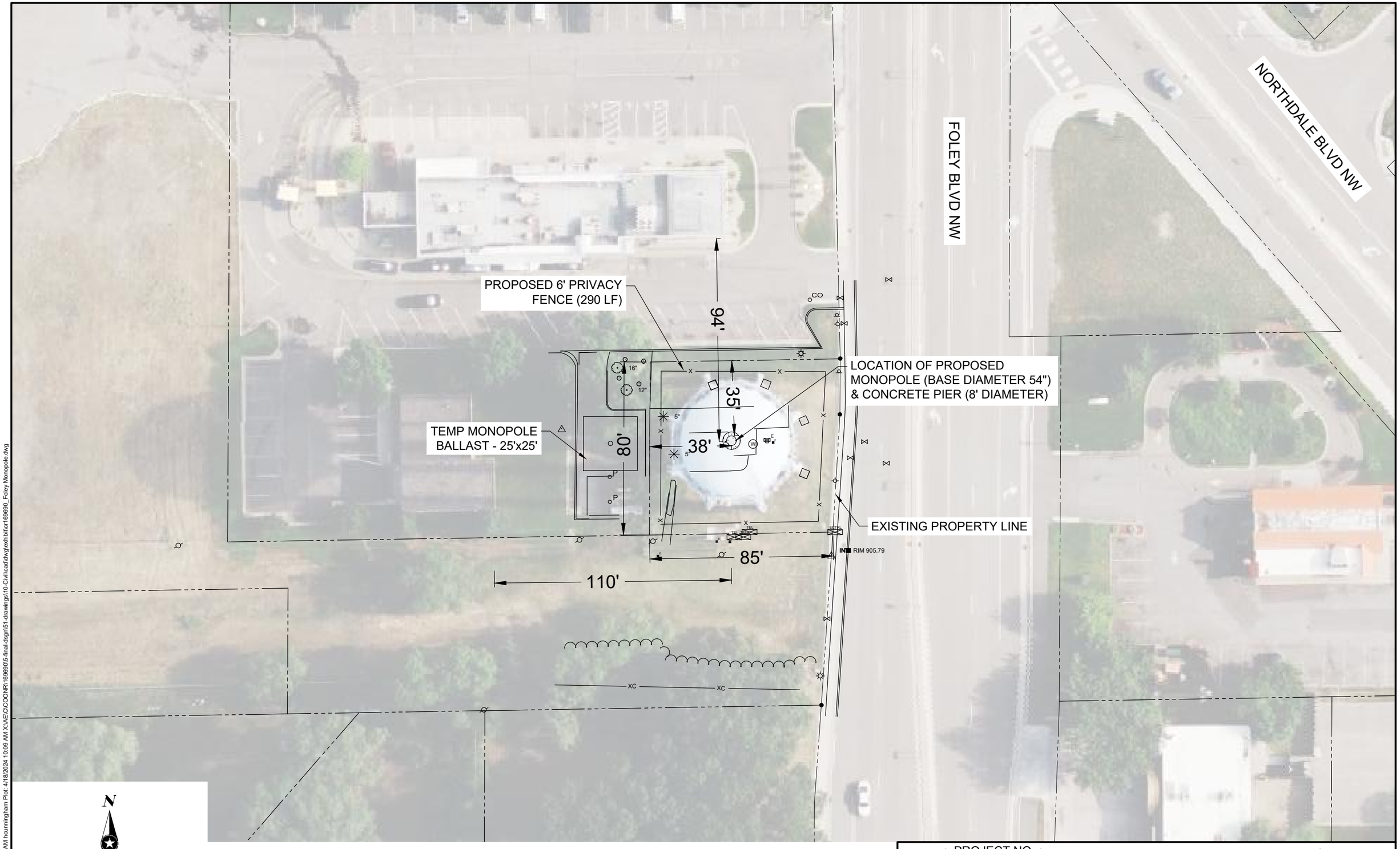
Land Use Review: Commercial Antenna - New Tower

Applicant: City of Coon Rapids

Address or PID: 13-31-24-24-0009



Disclaimer: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located from various sources and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exact measurement of distance or direction or precision in the depiction of geographic features. if error or discrepancies are found please contact 763-767-6430.



N

20 0 20 40

scale 10 feet

NOTES:

1. AREA OF LOT IS 6,940 SF (0.16 ACRES)
2. PROPOSED MONOPOLE HEIGHT IS 150 LF
3. ANTENNAS TO BE MOUNTED AT 115 LF, 130 LF, & 145 LF

SEH

PROJECT NO. 169690

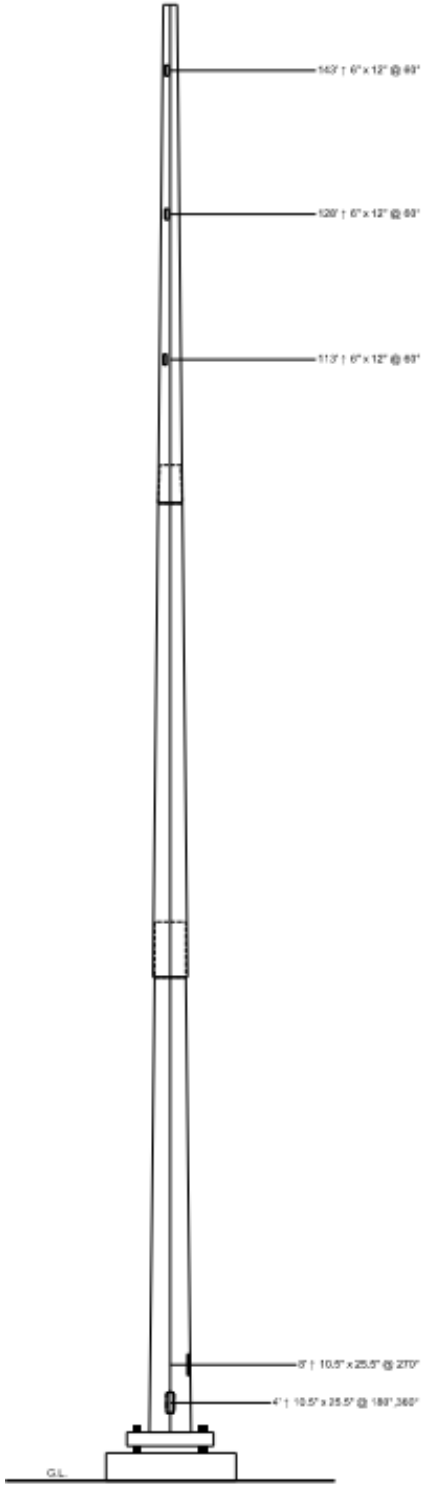
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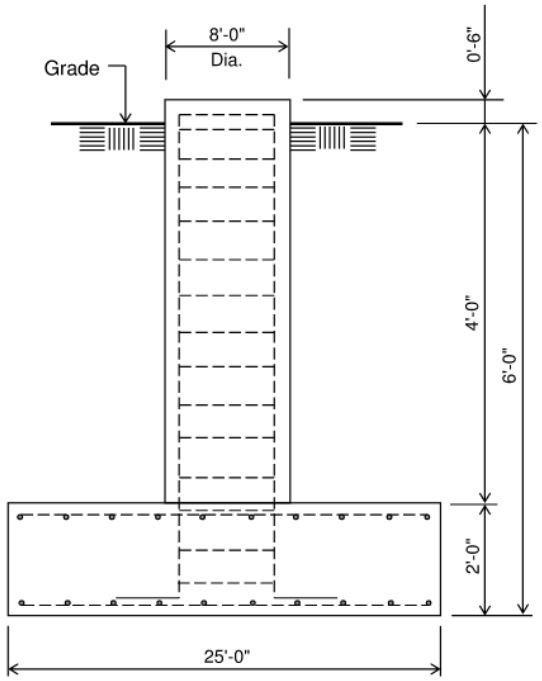
FOLEY BLVD NW
PROPOSED MONOPOLE SITE

FIGURE NO. 1

Save: 4/18/2024 10:07 AM hcunningham Plot: 4/18/2024 10:09 AM X:\AE\C\COONR\169690\5-final-dsgn\51-drawings\10-Civilcad\dwg\exhibit\cr169690_Foley Monopole.dwg


Foley Boulevard Animal Hospital
Dairy Queen Grill & Chill
McDonald's
McDonald's
Northdale Automotive





ELEVATION VIEW
(54.67 Cu. Yds.)
(1 REQUIRED; NOT TO SCALE)

PROPOSED MONOPOLE - CONSTRUCTED IN PLACE OF EXISTING WATER TOWER



TEMPORARY MONOPOLE - IN PLACE DURING WATER TOWER DEMOLITION AND CONSTRUCTION OF NEW MONOPOLE - TO BE REMOVED UPON COMPLETION OF PROJECT



EXISTING FOLEY WATER TOWER



PROPOSED FOLEY MONOPOLE



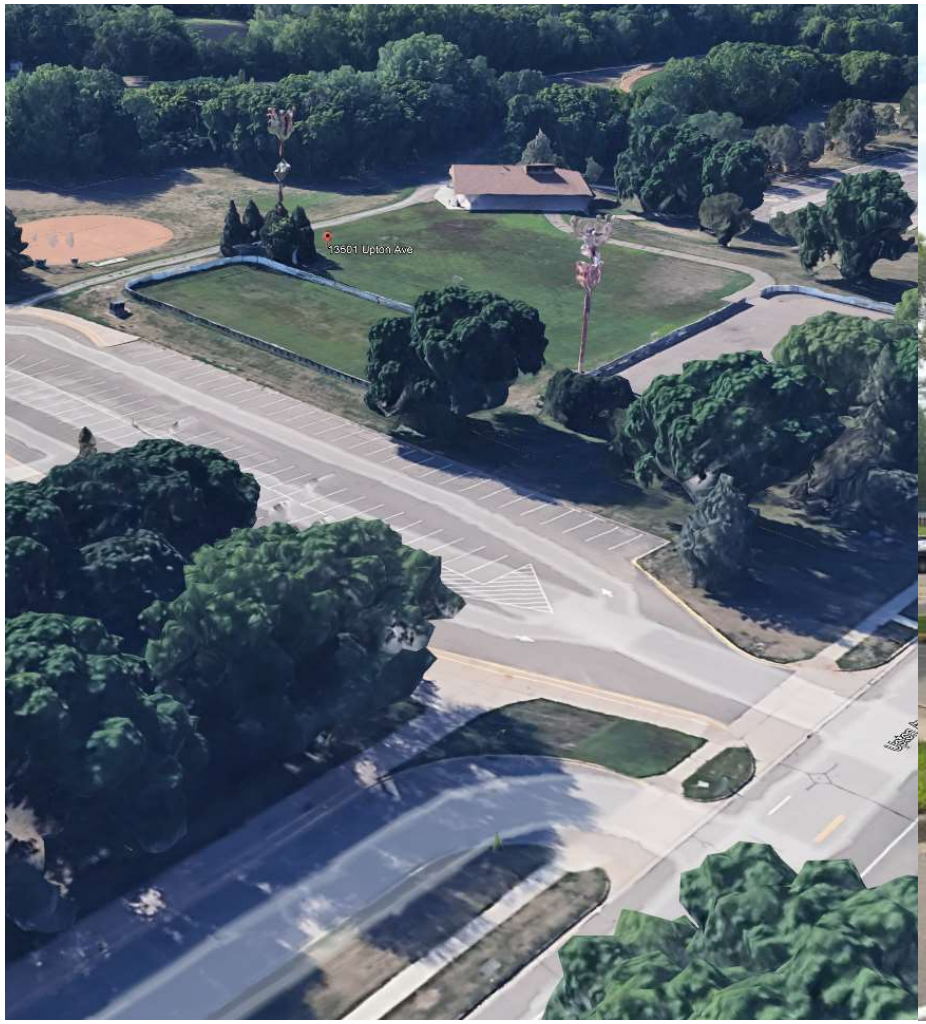


901 West 140th St, Burnsville, 55337



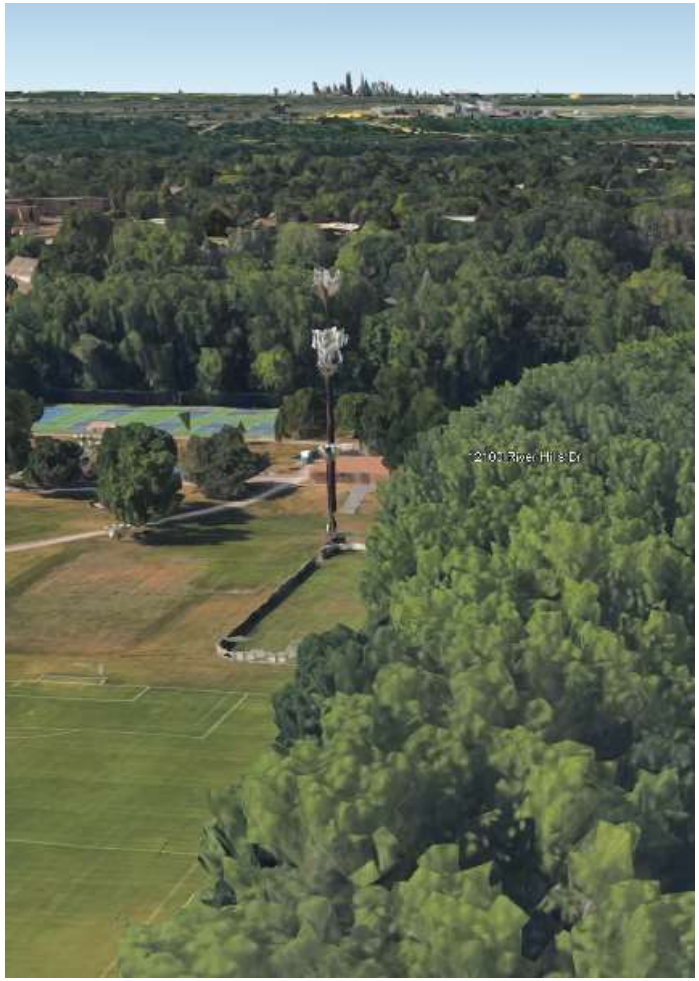


2660 Civic Center Drive, Roseville, MN 55113 – (View from Woodhill Dr.)





13501 Upton Ave, Burnsville, MN



12100 River Hills Drive, Burnsville, MN

Coon Rapids Water Tank to Monopole

Coverage Guidance

Carl Kahlstorf

04/23/2024

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Numerical Coverage Analysis

In the table below, I've provided some numerical analysis around what the coverage profiles are in this study area when projected against antenna radiation centers (RAD) of: 90', 143' (existing), 150', and 180'.

Values are shown in square miles. Higher coverage profiles are inclusive of lower coverage profiles (e.g. "In-building" coverage implies it also meets "in-vehicle" and "outdoor" coverage).

Key points to note when going from 143' to 90'

- **A reduction in total coverage by >2.5 mi²**
- **A reduction to in-building and in-vehicle coverage**
  - **Outdoor coverage shows a greater value resulting from the reduction of the other 2 profiles. Overall, the footprint is still less, as the maps on the next page will illustrate.**

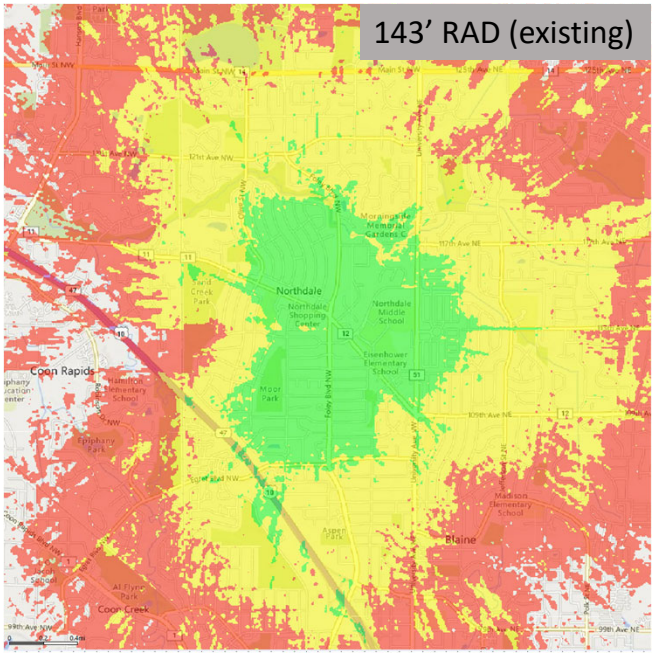
RSRP: 1900 Mhz Spectrum	Baseline: 143' RAD Mi²	180' RAD Mi²	150' RAD Mi²	90' RAD Mi²
Inbuilding: RSRP Level (DL) (dBm) >=-98	1.708	2.221	1.808	0.930
In Vehicle: -112 <=RSRP Level (DL) (dBm) <-98	5.793	6.758	5.999	3.295
Outdoor: -122 <=RSRP Level (DL) (dBm) <-112	5.335	4.572	5.144	6.042
Total Mi²	12.835	13.552	12.951	10.267

Mapping

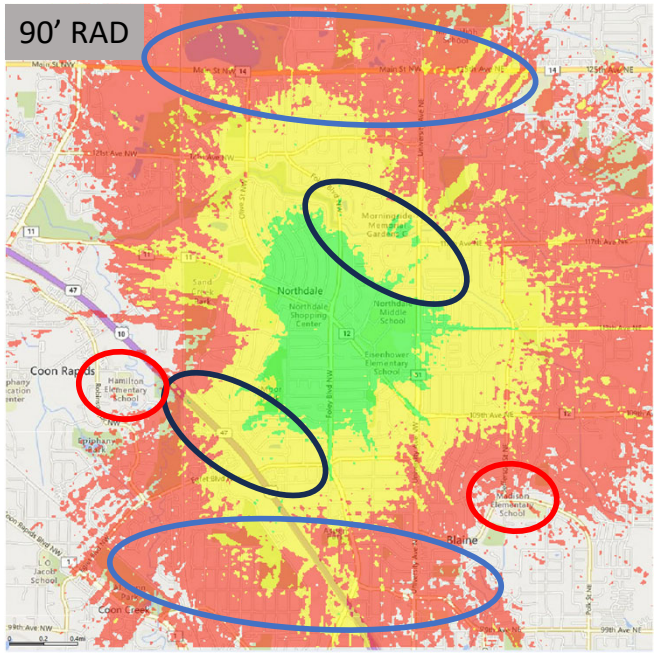
The maps below are a visual representation of our current coverage of 143’ RAD (@left) versus the proposed 90’ RAD (@right).
The colors represent standard coverage levels that generally indicate having in-building, in-vehicle, and outdoor-only coverage.

A reduction in that antenna elevation will likewise have the direct effect of reducing the coverage zones.

- Circled in black are a couple areas of significantly reduced in-building coverage.
- Circled in blue are a couple areas of significantly reduced in-vehicle coverage.
- Circled in bright red are a couple of elementary schools which would go from edge of coverage to NO coverage.



LEGEND: RSRP @ 1900 MHz spectrum
Inbuilding: RSRP Level (DL) (dBm) >=-98
In Vehicle: -112 <=RSRP Level (DL) (dBm) <-98
Outdoor: -122 <=RSRP Level (DL) (dBm) <-112



Conclusions

- Reducing the RAD Center is directly impacting to the coverage footprint of the site.
- Reducing footprint will negatively impact the experience and expectations of existing customers in the area.
- Reducing footprint on this site may also have a negative impact on hand-offs to neighboring cell sites (not shown in this analysis).

- Based on this analysis alone, I strongly recommend keeping to a minimum above ground level RAD Center of near 150’ in order to maintain the existing coverage, and reduce negative impact to our customers.

City Council Regular **11.**

Meeting Date: 08/05/2024

Subject: Consider Joint Powers Agreement with Anoka County for Construction and Maintenance of Coon Creek Regional Trail Pedestrian Bridge, Project 24-6

Submitted For: Mark Hansen, City Engineer

From: Amanda Romano, Administrative Assistant II

INTRODUCTION

Council is asked to consider a Joint Powers Agreement (JPA) with Anoka County for the construction and maintenance of the Coon Creek Regional Trail Pedestrian Bridge over Coon Rapids Boulevard.

DISCUSSION

The City and Anoka County have been working together on the design, maintenance, and construction of the proposed Coon Creek Regional Trail Pedestrian Bridge over Coon Rapids Boulevard. The pedestrian bridge is to be located within Anoka County's right of way and therefore shall require a Joint Powers Agreement (JPA) to allow for its construction and delineate long-term maintenance responsibilities.

Separate agenda items include a contract award to Ames Construction and a construction phase services letter of engagement with Kimley Horn & Associates for this project.

This JPA covers construction and ongoing maintenance of the new pedestrian bridge, with the City being responsible for all maintenance, operation, and eventual replacement of the bridge system. It also includes snow removal on the bridge, as well as painting, graffiti removal, and maintenance of the aesthetic treatments, railing and lighting systems. Anoka County will make a one-time contribution of $250,000 towards the project costs.

RECOMMENDATION

Staff recommends Council approve the execution of a Joint Powers Agreement (JPA) with Anoka County for the construction and maintenance of the Coon Creek Regional Trail pedestrian bridge over Coon Rapids Boulevard, project 24-6.

BUDGET IMPACT:

Costs for construction of the proposed pedestrian bridge will be covered by federal and state funding sources. The Joint Powers Agreement includes a contribution of $250,000 from Anoka County to offset some of the project and ongoing maintenance costs.

Attachments

JPA

Anoka County Contract No. C0010771

JOINT POWERS AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF THE COON CREEK REGIONAL TRAIL PEDESTRIAN BRIDGE OVER COON RAPIDS BOULEVARD NORTHWEST OF ZILLA STREET IN THE CITY OF COON RAPIDS, MN

This Joint Powers Agreement (JPA) is made and entered into by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue North, Anoka, Minnesota 55303, hereinafter referred to as the "County," and the City of Coon Rapids, a Minnesota municipal corporation, 11155 Robinson Drive, Coon Rapids, Minnesota 55433, hereinafter referred to as the "City."

WITNESSETH

WHEREAS, access to parks, trails, and recreation areas are essential to the quality of life, health, and welfare of the City, the County, and the region; and

WHEREAS, the City is proposing to construct a pedestrian bridge for the Coon Creek Regional Trail, through County right of way, and over Coon Rapids Boulevard northwest of Zilla Street; and

WHEREAS, the project will provide a safe grade separated pedestrian connection over Coon Rapids Boulevard to the Coon Rapids Dam Regional Park; and

WHEREAS, it is in the financial interest of each jurisdiction to collaborate on regional and local trail facilities for the benefit of local, County, and Metropolitan area residents; and

WHEREAS, the City has obtained federal and state funding for construction of said proposed trail project, as well as contributions from other entities; and

WHEREAS, Minn. Stat. § 471.59 authorizes political subdivisions of the State to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED AS FOLLOWS:

I. PURPOSE

The parties have joined together to construct a grade separated pedestrian bridge over Coon Rapids Boulevard (CSAH 1) northwest of Zilla Street that will connect the Coon Creek Regional Trail system to Coon Rapids Dam Regional Park, in the City of Coon Rapids (hereinafter “the Project”). The trail will be constructed within County right-of-way. Further, it is the intent of this Joint Powers Agreement (“JPA”) to provide for the planning, engineering, and capital costs necessary to complete the Project and provide for the long-term operation and maintenance of the Project.

II. METHODS

a. Preliminary Planning/Approval

The City has contracted directly with a private engineering consultant (Kimley Horn & Associates) to develop the final design plans, specifications, and cost estimates required for construction of the pedestrian bridge. The City, in partnership with its consultant team and in consultation with the County, shall provide for the appropriate MnDOT plan reviews and permitting, engineering, construction, and construction administration for the Project.

b. Design

The City shall be responsible for all engineering and design services and will prepare plans and specifications for the Project in consultation with the County. The City shall not go out for bids until the County has approved, in writing, the plans and specifications for the Project.

c. Bidding/Construction

The City shall do the calling for all bids and the accepting of all bid proposals and shall cause the construction of the Project in conformance with state and federal standards, and the approved plans and specifications. The award of the bid to the lowest responsible bidder shall be made in consultation with the County prior to the execution of the construction contract. After receipt of all necessary governmental approvals, the City in partnership with its design consultant shall cause the commencement of the Project's construction and shall manage the Project through to completion.

III. COST ALLOCATION

All design/engineering, site evaluation costs, construction costs, and all other Project costs are solely the responsibility of the City. The County has agreed to contribute a total sum of $250,000 toward the City's costs of the Project, payable as follows: 95%, or $237,500 will be paid following contract award later this year; and, the remaining 5%, or $12,500 will be paid upon successful project close-out.

.

IV. TERM / TERMINATION

This JPA shall become effective immediately upon execution and will remain in effect until the Project is completed and the County's contribution of funds is received by the City. Ownership and maintenance provisions provided herein shall continue indefinitely and survive termination of this JPA.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this JPA shall be disbursed by each entity pursuant to the method provided by law.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this JPA shall be made by the City in conformance to State laws. All contracts shall require payment and performance bonds in the full amount of the contract naming both the City and the County as beneficiaries. All contracts shall contain the following indemnification paragraph:

> The Contractor shall, to the greatest extent permitted by law, hold harmless, indemnify, and defend the County, its commissioners, officers, agents and employees against any and all claims, expenses (including attorneys' fees), losses, damages or lawsuits for damages but only to the extent caused by the Contractor's negligent or otherwise wrongful act or omission, in the performance of services under this Agreement or by any entity or person for which the Contractor is legally responsible.

All contracts entered into by the City shall include the appropriate insurance requirements with flow-down provisions for all subcontractors. The county shall be named as additional insured on any insurance policies under this Project.

Construction shall not start until the City submits to the County copies of payment and performance bonds and an insurance certificate(s) with endorsements evidencing the coverage described herein and the County approves the same in writing.

VII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and reports of all receipts and disbursements shall be made upon request by either party.

VIII. OWNERSHIP OF IMPROVEMENTS

The City shall own the pedestrian bridge system including the steel truss span, bridge approaches, bridge abutments, bridge embankments, retaining walls associated with the bridge abutments/embankments, pavement surfacing and aggregate base associated with trail, fencing/railing, lighting, signage, landscaping and other appurtenances associated with the bridge.

IX. MAINTENANCE OF IMPROVEMENTS

The City is responsible for all costs associated with the maintenance, operation, and

replacement of the items listed in section VIII. Ownership of Improvements. Maintenance shall include, but not be limited to, bridge inspection and painting, plowing, trash removal, edge mowing, sweeping, tree trimming, surface patching, and crack sealing. The City shall pay the ongoing monthly costs to provide power to safety lighting located on the bridge and approaches. Because the trail connects regional park facilities, the closure or abandonment of any portion of the Project shall only occur with the mutual consent of both parties to this JPA.

X. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County, 2100 Third Avenue North, Anoka, Minnesota 55303, on behalf of the County, and to the City Manager for the City of Coon Rapids, 11155 Robinson Drive, Coon Rapids, Minnesota 55433, on behalf of the City.

XI. INDEMNIFICATION

The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this JPA.

XII. ENTIRE AGREEMENT / REQUIREMENT OF WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this JPA supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this JPA shall be valid only when they have been reduced to writing and duly signed by the parties.

XIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

By: _____
Michael R. Gamache, Chair
County of Commissioners

By: _____
Dee Guthman
Interim County Administrator

RECOMMENDED FOR APPROVAL:

By: _____
Joseph J. MacPherson, County Engineer
Chief Officer, Transportation Division

APPROVED AS TO FORM AND EXECUTION:

By: _____
Christine V. Carney
Assistant County Attorney

CITY OF COON RAPIDS

By: _____
Jerry Koch
Mayor

Dated: _____

By: _____
Matt Stemwedel
City Manager

Dated: _____

By: _____
Tim Himmer
Public Works Director

Dated: _____

By: _____
David Brodie
City Attorney

City Council Regular **12.**

Meeting Date: 08/05/2024

Subject: Consider Letter of Engagement for Coon Creek Regional Trail Pedestrian Bridge Construction Phase Services (Project 24-6)

Submitted For: Mark Hansen, City Engineer

From: Amanda Romano, Administrative Assistant II

INTRODUCTION

The City Council is asked to consider a letter of engagement with Kimley Horn & Associates for construction phase engineering services on the Coon Creek Regional Trail pedestrian bridge project.

DISCUSSION

The City was awarded federal and state funding for construction of a pedestrian bridge along the Coon Creek Regional Trail, over Coon Rapids Boulevard northwest of Zilla Street. In 2023, staff prepared a project scope of services for design and plan preparation, and requested proposals from three firms within the City's consulting engineering pool. Kimley Horn & Associates (KHA) was selected based on their proposed fee and familiarity with the project and site location. Over the past year, KHA completed final design plans and specifications, estimates, aesthetic enhancements, and assisted with bidding services on the project. Bids were recently received, and a separate agenda item considers a contract award for a construction contract with Ames Construction.

To assist with construction oversight, staff prepared a new scope of services to include site observation/documentation, jurisdictional coordination, inspections, payment and financial reimbursements, and material testing. KHA has staff experienced in performing the necessary work on this project, and provided the attached proposal.

RECOMMENDATION

Staff recommends the Council approve a construction phase services proposal, and authorize the execution of a Letter of Engagement with Kimley Horn & Associates for the Coon Creek Regional Trail Pedestrian Bridge over Coon Rapids Boulevard Project 24-6.

BUDGET IMPACT:

Funding for construction of this project will be covered entirely by federal and state funding sources. State bonding funds can also cover the cost of design and construction engineering services required for this project. The Kimley Horn design and construction proposals have been structured with proper MnDOT approved labor and overhead rates to allow state bonding funds to offset the costs of this work. The City also included funds in the 2024 budget for its share of any cost contributions to the project. Anoka County has pledged a $250,000 contribution to the project as well, which will be considered under a separate agenda item.

Attachments

Kimley Horn & Associates Construction Phase Services Letter of Engagement

EXHIBIT A

CITY OF COON RAPIDS

LETTER OF ENGAGEMENT

Project Name: Coon Creek Regional Trail Pedestrian Bridge – Construction Phase Services
Project No.: 24-6 / S.A.P. 114-090-002

This Letter of Engagement is entered into this 5th day of August, 2024 by and between the CITY OF COON RAPIDS, 11555 Robinson Drive, Coon Rapids, Minnesota 55433 (the "City") and Kimley-Horn and Associates, Inc. 767 Eustis St, Suite 100, St. Paul, MN 55114 (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into an Engineering Master Consulting Agreement (the "Agreement') on the 18th day of February, 2014; and

WHEREAS, this Agreement provides that the City will engage the Consultant from time to time to assist in providing engineering services for projects and studies designated by the City and as described through separate Letters of Engagement; and

WHEREAS, the City wishes to retain Consultant to perform Service(s) to assist with the following described project: Coon Creek Regional Trail Pedestrian Bridge – Construction Phase Services (the "Project); and

WHEREAS, this Letter of Engagement outlines the Service(s) to be performed by the Consultant; the approved cost of the Project; and the Project schedule.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and intending to be legally bound hereby, the City and the Consultant hereby agree as follows:

ARTICLE ONE
SERVICES TO BE PERFORMED BY THE CONSULTANT

The City hereby retains Consultant for the purposes of advising and consulting the City for the services described on Exhibit B attached hereto and made a part hereof.

ARTICLE TWO
SCHEDULE OF PERFORMANCE

The Consultant shall perform the services for the Project on the basis of the schedule attached hereto as Exhibit B and made a part hereof by reference. The schedule may be adjusted by mutual consent as the Service(s) proceed. The term limits established by the schedule and approved by the City shall not be exceeded by the Consultant or the City, except for a reasonable

cause agreed to by the City.

ARTICLE THREE
CONSULTANT'S COMPENSATION

The City shall pay the Consultant for services furnished and the Consultant shall accept as full payment the sums described on Exhibit B attached hereto and made a part hereof.

ARTICLE FOUR
CAPITALIZED TERMS

Capitalized terms not otherwise defined herein have the meaning given them in this Agreement.

Subject to the terms and conditions of this Engagement Letter, all of the terms and conditions of the Engineering Master Consulting Agreement dated the 18th day of February, 2014 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Engagement Letter as of the date first above written.

KIMLEY-HORN AND ASSOCIATES, INC.



By: Daniel J. Coyle, P.E.

Its: Vice President

CITY OF COON RAPIDS

By: _____
Its: Mayor

By: _____
Its: City Manager

Recommended:

By: _____
Its: Public Works Director

Approved as to Form:

By: _____
Its: City Attorney

Kimley»Horn

July 26, 2024

Mark Hansen, P.E.
City Engineer
City of Coon Rapids
11155 Robinson Drive
Coon Rapids, MN 55433

Re: Proposal for Coon Creek Regional Trail and Pedestrian Bridge Improvements over Coon Rapids Boulevard Construction Phase Services

Dear Mr. Hansen:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this proposal to the City of Coon Rapids ("City") for providing construction phase services and material testing for the Coon Creek Regional Trail Pedestrian Bridge.

Project Understanding

The City of Coon Rapids has obtained funding to grade separate the Coon Creek Regional Trail over Coon Rapids Boulevard with a pedestrian bridge structure. In previous contracts, Kimley-Horn has provided Federal Documentation, Preliminary and Final Design services for the pedestrian bridge, approaches, and existing trail tie-ins.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

1. Project Management

1.1. Administration: Administration of the project will include monthly progress reports, invoicing, cost and schedule updates, billing preparation, other non-technical work, and communication with the necessary project personnel to allow the project tasks to be completed on time and within budget. Hours for this task assume a 15-month project administration duration from July 1, 2024 to September 30, 2025).

8. Construction Phase Services

8.1. Prepare Notice of Award and Contract: Upon award of the contract by the City, prepare a Notice of Award, an Agreement and a Notice to Proceed for the project. Distribute copies of these documents to the contractor and coordinate their execution with the City. Work with the City to obtain the necessary Insurance Certificate. Prepare the contract between the contractor and the City for execution by both parties.

8.2. Preconstruction Meetings and Weekly Construction Meetings: Coordinate and lead a preconstruction meeting for the project prior to the start of construction. Prepare and distribute meeting agendas and summaries. Coordinate and lead up to 32 weekly construction meetings for the Coon Creek Regional Trail and Pedestrian Bridge project.

8.3. On-Site Bridge Construction Observation: Provide on-site bridge construction observations for the duration of construction. We assume 32 weeks of full-time observation (45-hours per week from August 1, 2024 to September 30, 2024 and again from April 1, 2025 to September 30, 2025).

8.4. Contractor Submittals: Respond to contractor inquiries, requests for information, submittal and shop drawings. Maintain a submittal log that documents the review process for the project. Submittals will promptly be distributed to the appropriate reviewer. Submittals will be electronic and posted to a Sharefile site allowing the contractor, Kimley-Horn and the City to get up-to-date information on the status of submittals. See the Detailed Estimated Cost Breakdown for anticipated shop drawing submittals.

8.5. Pay Applications: Prepare monthly contractor payment vouchers and submit the vouchers to the City for processing/approval. Work with the contractor to document quantities and prepare payment records according to the Contract Administration Manual and Federal Aid Requirements. Upon the completion of the improvements, we will prepare final payment documents. Estimated quantities will be input into RT Vision for the City to prepare pay applications. We estimate 8 pay applications for Coon Creek Regional Trail and Pedestrian Bridge project.

8.6. Project Federal Aid Documentation: Document construction activities such as materials and work compliance and quantities; changes and issues encountered; work progress; and key communications. Maintain project records such as diaries, weekly construction reports, and photos. Review contractor compliance with prevailing wages by reviewing weekly certified payroll information and performing spot wage interviews and obtain Equal Employment Opportunity documentation from the contractor.

8.7. Change Orders: In the event that a change order is required, negotiate with the contractor for a fair cost and prepare change order documents for execution by Contractor, City and Kimley-Horn. Consult with the City on any complex issues that may have significant impact on cost, project performance or time. The Kimley-Horn team will work with the contractor when submitting value engineering proposals to evaluate whether the proposed changes will meet project requirements, improve the project construction, and / or lower costs. If extra work is deemed necessary, maintain records of the work and prepare the proper documentation for payment. Assumes a total of up to three (3) supplemental agreements and / or change orders.

8.8. Record Drawings: Prepare punch list and maintain a hardcopy of the construction plan with changes and field locates marked up. Kimley-Horn will prepare record drawings.

9. Construction Material Testing

9.1 Kimley-Horn will contract with Braun Intertec to provide construction material and truss anchor bolt testing. The anchor bolt testing will require the use of a Skidmore Testing apparatus and feeler gauges for the direct tension indicators (DTI). Kimley-Horn will coordinate with the construction material testing firm to provide construction material testing needed for the project. Assumed that Construction Staking will be completed by the Contractor.

Assumptions

- Full-time roll for construction observation/admin over a 8-month construction schedule.
- Mix of senior & junior bridge construction observation staff (bridge certifications required for Federal Aid Project
- Weekly construction meetings, agendas, summaries
- Federal Aid Documentation during construction process
- Construction staking to be provided by Contractor (not included)

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives.

Schedule

We will provide our services as expeditiously as practicable with the goal achieving the following schedule:

CCRT Construction Begins	August 2024
CCRT Substantial Completion	September 2025
CCRT Final Completion	December 2025

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 and 8 on a cost plus fixed fee basis as shown below. A detailed staff / hour fee estimate by subtask is provided as an attachment.

Task 1 – Project Management	$	14,337
Task 8 – Construction Phase Services	$	477,802
Task 9 – Construction Material Testing (Braun)	$	92,921
Expenses	$	29,500
Total Estimated Fee (Labor and Expenses)	$	614,560

Kimley-Horn has developed a detailed estimated cost breakdown of tasks on a cost plus fixed fee basis to satisfy the MnDOT pre-award audit process. Kimley-Horn will not exceed the total estimated fee shown without authorization from the City. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage.

Payment will be due within 25 days of your receipt of the invoice.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.





By: Christopher P. Ewert, P.E.
Project Manager

Daniel J. Coyle, P.E
Civil Lead/ Vice President

DETAILED ESTIMATED COST BREAKDOWN OF TASKS AND SUBTASKS

COON CREEK TRAIL BRIDGE - CONSTRUCTION PHASE SERVICES

COON RAPIDS, MN

PREPARED BY: KIMLEY-HORN AND ASSOCIATES, INC.

26-Jul-24

TASK	PRINCIPAL	SENIOR PROJECT MANAGER	INSPECTOR	FIELD TECHNICIAN II	PROJECT ENGINEER / LA	GRADUATE ENGINEER / LA I	SENIOR DESIGNER	ADMIN/CLERICAL	TOTAL KHA COST	TOTAL HOURS	SUB COST
	$274.68	$227.37	$211.26	$145.55	$186.55	$147.86	$196.58	$87.11			
TASK 1. PROJECT MANAGEMENT											
Subtask 1.1 - Administration		45			15			15	$ 14,336.55	75	
LABOR TOTAL		**45**			**15**			**15**	**$ 14,336.55**	**75**	
TASK 8. CONSTRUCTION PHASE SERVICES											
Subtask 8.1 - Prepare Notice of Award and Contract		2			4			8	$ 1,897.82	14	
Subtask 8.2 - Preconstruction Meeting and Weekly Construction Meetings		36	22	18	104				$ 34,854.14	180	
Subtask 8.3 - On-Site Bridge Construction Observation			720	720					$ 256,903.20	1440	
Subtask 8.4 - Contractor Submittals									$ -		
General Submittals		10	20	20	40				$ 16,871.90	90	
Prefabricated Truss Shop Drawings & Design Caculations		12			2	40			$ 9,015.94	54	
Prefabricated Modular Block Wall (PMBW) Shop Drawings (4 walls)		2			4	16			$ 3,566.70	22	
Ornamental Metal Railing (Type 1) - Approach Railing Shop Drawings		4			4	24			$ 5,204.32	32	
Ornamental Metal Railing (Type 2) - Truss Railing Shop Drawings		4			4	32			$ 6,387.20	40	
Arch. Steel Cladding Shop Drawings		4			4	4			$ 2,247.12	12	
Arch. Metal Mounting Frame Shop Drawings		6			8	20			$ 5,813.82	34	
Arch. Letter Component Shop Drawings		4			16	4			$ 4,485.72	24	
Pedestrian Lighting (Lighting System A) Shop Drawings		2			10	4			$ 2,911.68	16	
Letter Component Lighting (Lighting System B) Shop Drawings		2			10	4			$ 2,911.68	16	
Bearing Assembly Shop Drawings		2			4	8			$ 2,383.82	14	
Expansion Joint Device & Cover Plate Shop Drawings		2			4	8			$ 2,383.82	14	
Cast-In-Place Approach Span Formwork Submittal		2			4	8			$ 2,383.82	14	
Formliner & Surface Finish Color Submittal		2			12	4			$ 3,284.78	18	
Subtask 8.5 - Pay Applications		8	4	4	32				$ 9,215.80	48	
Subtask 8.6 - Project Federal Documentation			120	120	100				$ 61,472.20	340	
Subtask 8.7 - Change Orders		8			40		100		$ 28,938.96	148	
Subtask 8.8 - Record Drawings		8		24	8		40		$ 14,667.76	80	
LABOR TOTAL		**120**	**886**	**906**	**414**	**176**	**140**	**8**	**$ 477,802.20**	**2650**	
TASK 9. CONSTRUCTION MATERIAL TESTING											
Subtask 9.1 - Construction Material Testing									$ -		**92,921**
LABOR TOTAL									**$ -**		**92,921**
PROJECT SUBTOTALS		**165**	**886**	**906**	**429**	**176**	**140**	**23**	**$ 492,138.75**	**2725**	**92,921**
EXPENSE TOTAL									$ 29,500.00		
EXPENSES and SUBCONSULTANTS											
TOTAL ESTIMATED FEE (LABOR AND EXPENSES)									**$ 614,559.75**		

Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

May 3, 2024 Proposal QTB196240

Chris Ewert, PE
Kimley-Horn and Associates, Inc.
767 North Eustis Street, Suite 100
St. Paul, MN 55114

Re: Proposal for Construction Materials Testing and Special Inspection Services
Coon Creek Regional Trail over Coon Rapids Boulevard County State Aid Highway (C.S.A.H.) 1
S.P. 114-090-002, S.A.P. 002-090-002, TA 0224 (173)
Bridge No. 02596
Coon Rapids Boulevard from 900 feet SE of Egret Boulevard NW and Zilla Street NW
Coon Rapids, Minnesota

Dear Mr. Ewert:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the Coon Creek Regional Trail over Coon Rapids Boulevard (C.S.A.H. 1) Project in Coon Rapids, Minnesota.

We have completed the geotechnical evaluation for this project, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development, which allows us to understand some of the considerations used when developing the project's design.

Since our inception in 1957, we have grown into one of the largest employee-owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

This project will include the construction of a new pedestrian bridge over Coon Rapids Boulevard. The new bridge is a steel frame super structure with twelve-spans and a concrete deck. The abutments and pier footings will be constructed on twelve-inch cast-in-place piling.

This is a City of Coon Rapids project with federal funding. Projects that are constructed with federal funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) 2020 Standard Specifications for Construction and MnDOT's Schedule of Materials Control. We assume this project is using MnDOT's 2023 State Aid for Local Transportation (SALT) Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing

on the bridge portion of this project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans prepared by Kimley-Horn and Associates, Inc., dated April 23, 2024.
- A geotechnical report prepared by Braun Intertec Corporation, dated February 12, 2024.
- We were not provided with any specifications or other quality control documents for this project.

Braun Intertec Project Personnel

For this project, we will provide technicians that are MnDOT certified in each specialized field. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Production
- Grading & Base I
- Concrete Field I
- MnDOT or ACI Strength Testing

Accredited Laboratory
In the 2023 SALT Schedule of Material Control, which is part of this project's testing requirements, MnDOT requires laboratories performing acceptance tests for payment to be accredited by the AASHTO Resource (formerly AASHTO Materials Reference Laboratory [AMRL]) for all test procedures performed.

Braun Intertec is one of the few independent testing companies that is accredited in the metro. With the Braun Intertec Metro Material Laboratory typically operating 24 hours a day, laboratory test results are delivered in a timely manner.

Scope of Services- Materials Testing

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Soil Related Services
- Perform nuclear gauge density tests on structural backfill of retaining walls and abutments.

- Perform moisture content tests at time of compaction on structural backfill of retaining walls and abutments.

- Perform gradation tests on structural backfill and aggregate base materials.

- Perform laboratory standard Proctor tests on backfill and fill materials.

- Observe and evaluate the soils exposed in the bottoms of excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of the retaining walls. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.

Concrete Field Testing Related Services

- Sample and test the plastic concrete for slump, air content, temperature prior to placement. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.

- Prepare 4-inch by 8-inch cylinders for compressive strength testing. A set of five cylinders will be cast for each set related to bridge construction and a set of three cylinders will be cast for general concrete placements. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.

- Laboratory compressive strength testing of cylinders.

Non-Destructive Testing

- Perform proof load testing on initial and production anchors for ornamental bridge railings in general accordance with ASTM E488 “Standard Test Methods for Strength of Anchors in Concrete Elements” utilizing a calibrated hydraulic jack assembly with certificated technicians.

- Observe and test the structural steel welded and bolted connections in the field.

- Observe and document the installation of the base plate anchor bolts.

- Perform an audit of the fabricator’s quality control manual and process.

- We assume the structural steel fabricator will be AISC certified, and review of quality control manual or inspections of the fabrication shop are **not** required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.

- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor’s schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project’s needs and budget will be met.

- We assume no special site-specific training or gear is required to complete our scope of services.

MnDOT Independent Assurance (IA)

On federally funded projects, MnDOT requires one of their IA personnel to observe the QC/QA representative performing soil, concrete and bituminous tests. We will schedule the IA visits as required for Braun Intertec Personnel.

Reporting and Project Management

Test results will be issued weekly for the project as the various tasks are performed. If, at any time, there are failing tests which do not appear to be in accordance with the plans and specifications or MnDOT's Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

Before the final project closeout, we will issue a final report. The report will include the following:

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed Preliminary and Final Grading and Base Report.
- Completed IA Summary Report.
- Moisture, Density, Proctor, and Gradation tests.
- Concrete compressive strength results.
- Copies of concrete plant certifications.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take twenty trips to complete the sandcone density testing on this project.
- We assume ninety-two sets of concrete tests will be required to complete the project.

- We assume the rebar observations before concrete placements will be completed by the project representative's construction oversight manager.
- We assume MnDOT Metro Inspections will perform concrete batch plant monitoring and testing for this project.
- We assume your full-time on-site construction observer will complete the Cast-In-Place pile installation observations for this project.
- We assume the project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **$92,921**. Our **estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of the Master Agreement for Continuing Professional Services dated December 19, 2016. This agreement will outline the terms and conditions of our services. We assume an IPO for this project will be issued by Kimley-Horn and this proposal will be an attachment to that IPO.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact John Rutherford at 651.487.7052 (jrutherford@braunintertec.com) or Andrew Valerius at 952.995.2242 (avalerius@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION

John P. Rutherford
Senior Project Manager

Andrew M. Valerius
Associate Director, Senior Project Manager

Jeffery A. Gebhard, PE
Vice President, Principal Engineer

Attachments:
Project Proposal

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB196240

Coon Creek Regional Trail Bridge 02596 SP 114-090-002

Client:	Work Site Address:	Service Description:
Kimley-Horn and Associates, Inc. Chris Ewert 767 N. Eustis Street, Suite 100 Saint Paul, MN 55114	Coon Rapids Boulevard from 900' Southeast of Egret Boulevard NW and Zilla Street NW Coon Rapids, MN 55433	Construction Materials Testing Special Inspections SAP 114-090-002 MN Project No. TA 0224(173) City Project No. 24-6

	Description	Quantity	Units	Unit Price	Extension
Phase 1	**Construction Materials Testing**				
Activity 1.1	**Soils Testing**				**$12,304.00**
207	**Compaction Testing - Nuclear**	62.00	Hour	94.00	$5,828.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Structural Backfill *8.00* *Trips* *4.00* *32.00*				
	Pier Footings *12.00* *Trips* *2.50* *30.00*				
1308	**Nuclear moisture-density meter charge, per hour**	62.00	Each	28.00	$1,736.00
1318	**Moisture Density Relationship (Standard), per sample**	6.00	Each	200.00	$1,200.00
206	**Excavation Observations**	12.00	Hour	110.00	$1,320.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Foundation Excavations *4.00* *Trips* *3.00* *12.00*				
126	**Project Engineer**	4.00	Hour	180.00	$720.00
1162	**Sieve Analysis with 200 wash, per sample**	2.00	Each	156.00	$312.00
209	**Sample pick-up**	2.00	Hour	94.00	$188.00
1861	**CMT Trip Charge**	20.00	Each	50.00	$1,000.00
Activity 1.2	**Concrete Testing**				**$54,885.00**
261	**Concrete Testing**	300.50	Hour	94.00	$28,247.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Span Pours (2 techs) *14.00* *Trips* *6.00* *84.00*				
	Abutments *6.00* *Trips* *3.00* *18.00*				
	Pile Caps *11.00* *Trips* *3.00* *33.00*				
	Approach Panels *2.00* *Trips* *2.50* *5.00*				
	Bridge Curbs *12.00* *Trips* *2.50* *30.00*				
	Pier Stem / Cap *26.00* *Trips* *3.00* *78.00*				
	Leveling Pads *4.00* *Trips* *2.50* *10.00*				
	Pile Fill *13.00* *Trips* *2.50* *32.50*				
	Curb & Gutter *2.00* *Trips* *2.50* *5.00*				
	Flatwork *2.00* *Trips* *2.50* *5.00*				
1364	**Compressive strength of concrete cylinders, per specimen**	417.00	Each	38.00	$15,846.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Span Pours *7.00* *Sets* *5.00* *35.00*				
	Abutments *6.00* *Sets* *5.00* *30.00*				
	Pile Caps *11.00* *Sets* *5.00* *55.00*				
	Approach Panels *2.00* *Sets* *5.00* *10.00*				
	Bridge Curbs *12.00* *Sets* *5.00* *60.00*				
	Pier Stem / Cap *26.00* *Sets* *5.00* *130.00*				
	Leveling Pads *4.00* *Sets* *5.00* *20.00*				
	Pile Fill *13.00* *Sets* *5.00* *65.00*				
	Curb & Gutter *2.00* *Sets* *3.00* *6.00*				
	Flatwork *2.00* *Sets* *3.00* *6.00*				
278	**Concrete Cylinder Pick up**	43.00	Hour	94.00	$4,042.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Cylinder Pickup *43.00* *Trips* *1.00* *43.00*				

Project Proposal

QTB196240

Coon Creek Regional Trail Bridge 02596 SP 114-090-002

	1861	**CMT Trip Charge**			135.00	Each	50.00	$6,750.00
Activity 1.3		**Special Inspections**						**$13,534.00**
	256	**Anchor Testing**			8.00	Hour	260.00	$2,080.00
		Work Activity Detail	***Qty***	***Units***	***Hrs/Unit***		***Extension***	
		Anchor Pull Testing	*2.00*	*Trips*	*4.00*		*8.00*	
	640	**Ultrasonic Examination**			2.00	Hour	147.00	$294.00
	2210	**Ultrasonic thickness gauge, per day**			2.00	Each	80.00	$160.00
	112	**AWS-Certified Weld Insp.**			80.00	Hour	130.00	$10,400.00
		Work Activity Detail	***Qty***	***Units***	***Hrs/Unit***		***Extension***	
		High-Strength Bolt Inspections	*10.00*	*Trips*	*8.00*		*80.00*	
	1861	**CMT Trip Charge**			12.00	Each	50.00	$600.00
Activity 1.4		**Project Management**						**$12,198.00**
	226	**Project Manager**			45.00	Hour	174.00	$7,830.00
	228	**Senior Project Manager**			4.00	Hour	200.00	$800.00
	238	**Project Assistant**			22.00	Hour	94.00	$2,068.00
	1230	**MnDOT Final Report**			1.00	Each	1,500.00	$1,500.00
							Phase 1 Total:	**$92,921.00**

Proposal Total:	**$92,921.00**

City Council Regular **13.**

Meeting Date: 08/05/2024

Subject: Consider Joint Powers Agreement with Anoka County Parks for Water and Sanitary Sewer Service

Submitted For: Mark Hansen, City Engineer

From: Amanda Romano, Administrative Assistant II

INTRODUCTION

In 2022, Anoka County Parks received grant funding to connect certain facilities within the Bunker Hills Regional Park to municipal water and sewer services. The City Council is asked to consider the attached Joint Powers Agreement (JPA) for the proposed connections to Coon Rapids's water and sanitary sewer systems.

DISCUSSION

Anoka County Parks developed construction plans and specifications to connect certain facilities within the Bunker Hills Regional Park to City water and sewer. County facilities include various restrooms, a maintenance building, and a campground RV dump station. The Bunker Beach Waterpark facility will remain on an existing well system. An 8-inch City watermain pipe was extended to the County maintenance building located along County Parkway A in 2009.

The County's proposed project will extend smaller diameter water service lines into the park from the previously installed 8-inch City watermain. The proposed sewer service lines will extend from the existing City lift station 10, which is located at the intersection of County Parkway A and 127th Avenue (Exhibit A), via low pressure pumping. The proposed water and sewer services within the County Park will operate seasonally, generally between May and September each year.

There is no cost to the City associated with the proposed project. The JPA details the terms of the work and maintenance responsibilities. Anoka County shall pay appropriate City connection and permit fees, as well as the Sewer Availability Charge (SAC) due to the Metropolitan Council Environmental Services (MCES) at the time of building permit application.

Exhibit B of the JPA details the County's inspection and maintenance plan for the low pressure sewer pumping systems installed within the Regional Park. Only registered campground users of the park are allowed to use the RV dump station, and no future expansion of service is allowed under the terms of the JPA.

RECOMMENDATION

Staff recommends approval of the attached Joint Powers Agreement for the construction of water and sanitary sewer services for the Bunker Hills Regional Park.

Attachments

JPA

Exhibit A - Project Locations

Maintenance Plan

JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF ANOKA AND THE CITY OF COON RAPIDS
FOR WATER AND SANITARY SEWER SERVICES

THIS AGREEMENT, is made by and between the CITY OF COON RAPIDS, a municipal corporation under the laws of the State of Minnesota ("CITY"), and the COUNTY OF ANOKA, a political subdivision of the State of Minnesota ("COUNTY").

RECITALS

A. WHEREAS, the COUNTY operates and maintains the Bunker Hills Regional Park, including but not limited to trails, campgrounds, a water park, and other amenities, located in the city of Coon Rapids (hereinafter "Park Facility"); and

B. WHEREAS, the COUNTY wishes to make improvements to the Park Facility and desires to connect the Park Facility to the CITY water main lines and sanitary sewer system at City of Coon Rapids lift station #10 located on the south edge of the Park Facility at the intersection of Parkway A & 127th Ave NW in Coon Rapids; and

C. WHEREAS, The parties agree it is feasible for the CITY to allow connection of the Park Facility with water service and sanitary sewer service, and the COUNTY desires to make those improvements according to the conditions set forth herein; and

D. WHEREAS, Minnesota Statutes, Section 471.59, provides that two or more governmental units may jointly or cooperatively exercise any power common to the contracting parties.

NOW THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED AS FOLLOWS:

SECTION 1 – WATER AND SANITARY SEWER SERVICES

A. SANITARY SEWER CONNECTION.

The COUNTY will submit to the CITY for approval, its plans and specifications to construct and install, with no cost to the CITY, adequate and suitable sanitary sewer lines, force mains and pump stations ("Sanitary Sewer Service") to serve the Park Facility at the City's lift station #10 located on the south edge of the Park Facility at the intersection of Parkway A & 127th Ave NW in Coon Rapids. See **Exhibit A** for lift station locations. Subject to issuance of any required permits of and associated inspections by the CITY, including associated fees, the COUNTY will construct the Sanitary Sewer Service in accordance with such approved plans/specifications. Within 120 days of completion, the COUNTY will provide the CITY with record plans of the Sanitary Sewer Service in a format acceptable to the CITY. No additional sewer connections or discharge in excess of the currently planned project from Bunker Hills Regional Park will

be permitted to connect to the Sanitary Sewer Service or City lift station #10. Any potential expansion of sewer infrastructure within the Park Facility shall go north to the City of Andover system. The County shall obtain and pay for all applicable City building permits required for this work. City permits shall not be released until all applicable permit fees and connection (or hook up) charges have been paid by the County. No transient dumping service for fee shall be allowed. Dump station will only be for paying campground users. The COUNTY shall be responsible to pay a Sewer Availability Charge (SAC) fee as determined by the Metropolitan Council Environmental Services (MCES) at the time of building permit application. Existing septic systems located on the Park Facility property shall be abandoned or removed per State permitting requirements.

B.WATER CONNECTION.

Subject to the process described in Section I., paragraph A above, the COUNTY may also request a permit to connect the Park Facility to the CITY watermain, to provide service for the Park Facility. Upon issuance of any required permits or approvals by the CITY, the COUNTY may connect the Park Facility to the CITY's watermains. The County shall obtain and pay for all applicable City building permits required for this work. City permits shall not be released until all applicable permit fees and connection (or hook up) charges have been paid by the County. Within 120 days of completion, the COUNTY will provide the CITY with record plans of the Water Service Extensions in a format acceptable to the CITY. Existing wells located on the Park Facility property shall be abandoned per state requirements. If the COUNTY chooses to maintain existing wells for irrigation use, no connections shall be allowed to any fixture planned for connection to the CITY water system. CITY officials shall verify proper disconnection as part of the CITY permitting inspection process.

C.OWNERSHIP / MAINTENANCE.

1) The Sanitary Sewer Service and water services shall be constructed and owned by the COUNTY. All maintenance of the sewer and water services installed to serve the Park Facility shall be the sole responsibility of the COUNTY to the lift station connection. The maintenance plan is attached as **Exhibit B** and made part of this Agreement.
2) The campground dump station in the Park Facility will only be for the campers using the campground and not open to the public for dumping sewage. No transient or pay for dump service will be allowed at the Park Facility. A sign stating such shall always be posted and maintained by the COUNTY.
3) Locating of the sanitary sewer service and water service lines serving the Park Facility shall be the responsibility of the COUNTY.

D.CONNECTION OR HOOK-UP FEE.

The COUNTY shall pay with its permit application any sanitary sewer and/or water connection fees per unit that are currently in effect for the CITY. Such fees shall be based

upon a similar rate charged for like services furnished by the CITY for property lying within the CITY.

E.METERS, BILLING and INSPECTIONS.

Appropriate meters with an outside remote reader shall be installed by the COUNTY at its expense to measure the sanitary sewer discharged in gallons, into the CITY sewer system, which shall be the means of allocating a user charge to the Park Facility. The COUNTY shall also purchase and install a meter and remote reader at its connection to the city water system. The rate per gallon shall be equivalent to the rate charged for similar properties located in the CITY. The COUNTY shall pay when due the amount charged for the sewer and/or water services. Such meters and outside remote readers shall also be approved and inspected by, or under the supervision of the CITY. Such water and sanitary sewer rates may be adjusted annually by the CITY. Any replacement or upgrading of meters shall be at the expense of the COUNTY.

F.RIGHT TO INSPECT.

The CITY, through its officers, agents, and employees, or contractors shall have the right, at all reasonable times, to examine, inspect and test any materials or work used or to be used in connection with the sewer and water systems connecting to CITY facilities for the purposes of determining compliance with CITY code and/or to detect leakage or infiltration.

G.INTERRUPTIONS TO SERVICE.

1) The CITY shall not be liable to the COUNTY for any direct or indirect damages resulting from any unanticipated loss of water supply or interruption of sewer service to the COUNTY's Park Facility.
2) In the event of repair of sewer or water mains, sewer obstructions, or connections of new water mains or sewer service, the CITY shall provide the COUNTY with reasonable notice and associated impacts to Park Facility services (if any) as those circumstances arise.
3) For planned or scheduled improvements that may impact water/sewer services to the Park Facility, the CITY shall provide at least six (6) months' notice of such improvements.
4) In the event of fire prevention, or other emergency situations, the parties acknowledge such sanitary sewer service and/or water supply may be interrupted. For any unanticipated or emergency interruptions of water/sewer services involving the Park Facility, the parties agree to work cooperatively to remedy the interruption and shall use all commercially reasonable efforts to expedite all repairs or restoration of water and sewer services as quickly as possible.

SECTION 2 – OTHER TERMS AND CONDITIONS

A. TERM / TERMINATION.

1) This Agreement is effective on the date last signed and will remain in effect continuously unless terminated by one of the parties.
2) The Agreement may be terminated by CITY if it determines it is unable to supply water or sanitary sewer services to the Park Facility at the connections installed by the COUNTY for such services. In that event, this Agreement may be replaced with another Agreement for provision of sewer and/or water services unless the service is no longer needed by the COUNTY.
3) This Agreement may be terminated by the COUNTY if it determines City water and sanitary sewer services are no longer needed for the Park Facility.
4) In the case of termination by either party, not less than one-year advance notice of such termination shall be provided unless emergency circumstances exist requiring such termination.

B. NOTICES.

Notices relating to this Agreement shall be provided to the following:

To ANOKA COUNTY:

Anoka County Administrator
Anoka County Government Center
2100 3rd Ave.
Anoka, MN 55303

To COON RAPIDS:

City Manager
City of Coon Rapids
11155 Robinson Drive NW
Coon Rapids, MN 55433

C.INDEMNIFICATION.

Subject to exceptions and limitations provided by law, including but not limited to those contained in Minnesota Statutes Chapter 466, The CITY and the COUNTY mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this JPA.

D. SEVERABILITY.

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

E.ENTIRE AGREEMENT / REQUIREMENT OF WRITING.

It is understood and agreed that the entire agreement of the parties is contained herein and that this JPA supersedes all oral agreements and all negotiations between the

parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this JPA shall be valid only when they have been reduced to writing and duly signed by the parties.

F.COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the COUNTY OF ANOKA, the CITY OF COON RAPIDS have caused this Agreement to be executed on their behalf by their proper Board, Council and Officers.

COUNTY OF ANOKA

By: _____
Michael R. Gamache, Chair
County of Commissioners

By: _____
Dee Guthman
Interim County Administrator

RECOMMENDED FOR APPROVAL:

By: _____
Jeff Perry, Parks Director

APPROVED AS TO FORM AND EXECUTION:

CITY OF COON RAPIDS

By: _____
Jerry Koch
Mayor

Dated: _____

By: _____
Matt Stemwedel
City Manager

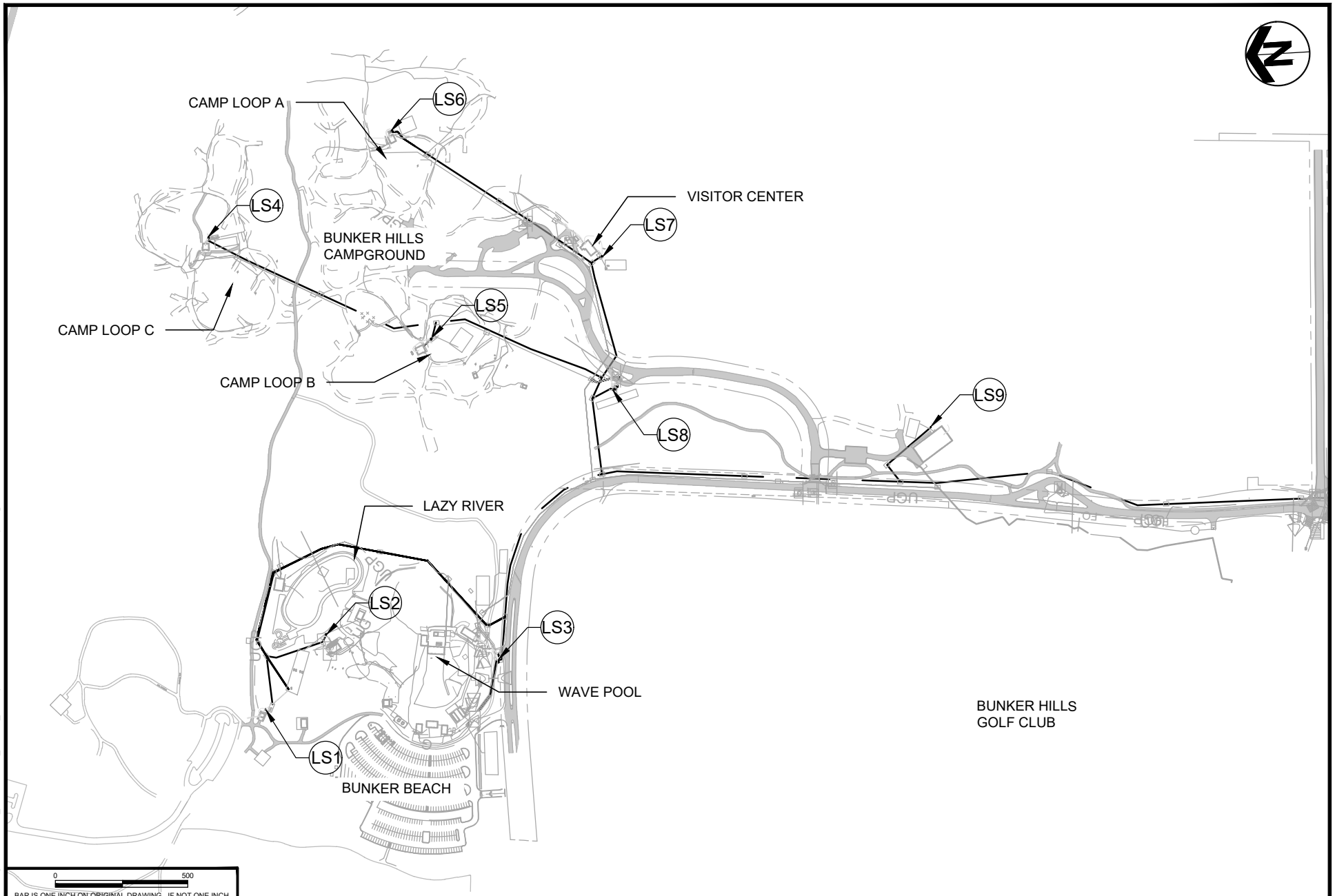
Dated: _____

By: _____
Tim Himmer, Public Works Director

Dated: _____

By: _____
Christine V. Carney
Assistant County Attorney

By: _____
David Brodie
City Attorney



TKDA
444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

ATTACHMENT 1

SANITARY LIFT STATION LOCATIONS

PLOT DATE: Mar 19, 2024 - 12:13pm
FILE NAME: K:\ap\AnokaCity\2020\2070000\04_Production\01_CAD\03_Concepts\Lift Station Exhibits\Lift Station Concept1.dwg

EXHIBIT B - Maintenance Plan

I. Background

Drain fields have been replaced and sewer now discharges to City of Coon Rapids System is a low-pressure sewer, made up of pumping stations and force mains.

This document is a guide for the operation and maintenance of the sewer system.

II. System Summary

The manholes and lift stations are summarized in the table below:

MANHOLE AND LIFT STATION SCHEDULE

MH/LS #	STA	RIM	INV IN	INV IN	INV OUT	COMMENTS
CITY LS	39+38.70	893.55	883.00			EXISTING LIFT STATION
LS #1	200+00	900.47	890.12 (NOT VERIFIED)		890.76	E-ONE MODEL DH071-158
LS #2	300+00	894.84	884.06 (NOT VERIFIED)		884.97	E-ONE MODEL DH502-160
LS #3	2+87.78	897.90	887.09		888.00	E-ONE MODEL DH502-160
LS #4	400+00	905.52	894.52 (NOT VERIFIED)		895.70	E-ONE MODEL DH152-160
LS #5	700+00	92.51	891.51 (NOT VERIFIED)		892.69	E-ONE MODEL DH152-160
LS #6	500+00	901.75	890.75 (NOT VERIFIED)		891.93	E-ONE MODEL DH152-160
LS #7	100+00	908.52	898.17		898.84	E-ONE MODEL DH071-158
LS #8	600+00	904.20	893.20 (NOT VERIFIED)		894.38	E-ONE MODEL H152-160
LS #9	800+00	908.44	898.09 (NOT VERIFIED)		898.76	E-ONE MODEL DH071-158
MH #1	0+00	900.89	890.00		888.29	PRECAST 48"
MH #2	2+79.57	897.61	887.17	890.913	887.09	PRECAST 48"
MH #3	38+37.94	894.93	886.30		885.80	PRECAST 48"

The plan sheets showing the location of the above structures and piping connecting them is included in Exhibit A to the JPA.

III. Short and Long-Term Maintenance

Pump Stations – Regular Maintenance

The E-One pump station operation manual is included in Attachment 1 of this Maintenance Plan.

Pump stations will be visually inspected at least weekly. Inspections are to be conducted by an operator in responsible charge (ORC). Inspections shall be recorded on an inspection form and any issues found shall be dealt with immediately. Inspection forms shall be retained for record keeping. Inspections to include:

- Accumulation of debris or blockages – Visual inspection of tanks & effluent pipes
- Pump operation – Visually inspect pump operation to verify proper working conditions
- Controls and alarms – Visual & auditory inspection

- Odor inspection/detection – sample air for noxious odors around the pump stations and record any undesirable findings. If found utilize odor controlling chemicals sparingly that are enzyme or bacteria-based and do not contain:
    - formaldehyde,
    - para-formaldehyde,
    - quaternary ammonium,
    - dichlorobenzene, or
    - pesticides

Any observations during inspections that will impact lift station operations shall be recorded in the inspection report and addressed as needed.

Lift station sumps will be cleaned at least annually.

Long-Term Maintenance and Inspections:

Anoka County Parks maintenance plan for new sewer system includes the following activities:

- **5-year** inspections and associated maintenance of the following infrastructure located and owned by Anoka County Parks. (Additional inspections may be requested by the City as needed.)

    - Lift station: removal and visual inspection
    - Force main: inspected and cleaned
    - Manholes: inspected and cleaned
    - Gravity sewer: After cleaning, sewers should be televised, inspected, and current conditions documented.
    - Dump station

The County must contact the City prior to cleaning the Sanitary Sewer Service, and provide inspections logs annually.

It is anticipated that pumps will be replaced approximately every ten (10) years, or as needed.

City Council Regular **14.**

Meeting Date: 08/05/2024

Subject: Consider Joint Powers Agreement with the City of Andover for the Provision and Maintenance of Certain Sanitary Sewer and Watermain Services

Submitted For: Mark Hansen, City Engineer

From: Amanda Romano, Administrative Assistant II

INTRODUCTION

Council is requested to consider a Joint Powers Agreement (JPA) with the City of Andover for the provision and maintenance of certain shared sanitary and water services at specific addresses along the common border between the cities.

DISCUSSION

The cities of Coon Rapids and Andover have certain properties along common border streets that are serviced with water and sewer from the neighboring city. The two cities have historically cooperated in providing water and sewer services to certain properties along the common border. This JPA details specific properties, clarifies which city will provide the sewer and/or water service, and outlines billing procedures.

The JPA also includes a discussion of the property located at 13306 Gladiola Street NW in Andover, which is currently not connected to Andover water or sewer (both of which are unavailable at this time). This property proposes to connect to City of Coon Rapids water, the details of which are included as an Exhibit in this JPA. As a condition of approval for connection to Coon Rapids water, the property is required to connect to the Andover water system when it becomes available. A separate agreement between the property owner at 13306 Gladiola Street and the City of Andover is attached for context.

RECOMMENDATION

Staff recommends Council approve the JPA with the City of Andover for the provision and maintenance of certain sanitary sewer and watermain services to properties located along the common city border.

Attachments

Andover & Coon Rapids Shared Services Joint Powers Agreement

13306 Gladiola Street Water Service Agreement

A JOINT POWERS AGREEMENT BY AND BETWEEN THE CITIES OF COON RAPIDS AND ANDOVER FOR THE PROVISION AND MAINTENANCE OF CERTAIN SANITARY SEWER AND WATERMAIN SERVICES

THIS AGREEMENT made and entered this _____ day of _____, 2024, by and between the City of Coon Rapids, a municipal corporation herein after to be referred to as "Coon Rapids", and the City of Andover, a municipal corporation, herein after referred to as "Andover".

WITNESSETH:

WHEREAS, Coon Rapids and Andover share a common border and have historically cooperated in providing water and sewer services in a manner that enhances public safety and health and most efficiently provides these services to properties along the common border, and

WHEREAS, Coon Rapids provides sewer and water service to the residential properties located at 1747 and 1759 133rd Avenue NW, both of which are in Andover, and

WHEREAS, Coon Rapids provides sewer service to the commercial properties located at 13432 and 13476 Hanson Boulevard, 13535 Grouse Street, 13533 Jay Street, and the Anoka County Public Safety Campus located at 13301 Hanson Boulevard all of which are in Andover, and

WHEREAS, Coon Rapids will provide a water service to the residential property located at 13306 Gladiola Street NW, which is in Andover, and

WHEREAS, Minnesota Statutes, Section 471.59 authorizes political subdivisions of the State to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The existing connection of the properties located at 1747 and 1759 133rd Avenue NW shall remain on Coon Rapids water main and sanitary sewer systems, and Andover shall continue to have the authority to bill these properties for said services. Andover shall continue to provide usage rates to Coon Rapids on a quarterly basis. Coon Rapids shall continue to bill Andover based on Coon Rapids rates and Andover shall bill each property based on Andover rates.

2. Coon Rapids shall allow a water service connection to 13306 Gladiola Street NW. Andover shall provide usage rates to Coon Rapids on a quarterly basis. Coon Rapids shall bill Andover based on Coon Rapids rates and Andover shall bill the property based on Andover rates.

3. Coon Rapids shall be responsible for issuing building and right of way permits and for performing all inspections for the water service to 13306 Gladiola Street NW. The property owner shall pay a connection charge to Coon Rapids for connection to the

Coon Rapids water distribution system, which shall be due at the time of building permit application. The Cities agree to provide each other information pertinent to the water connection, prior to construction for review and approval. Andover will provide meter horn, meter and radio which shall be paid for by the resident. The property shall connect to the Andover water distribution system when that becomes available and the service connection to the Coon Rapids system shall be disconnected per Coon Rapids engineering standards.

4. The existing sewer connections for the properties located at 13301, 13432, and 13476 Hanson Boulevard, 13533 Jay Street, and 13535 Grouse Street shall continue to exist, and Andover shall continue to have the authority to bill these properties for said services. Andover shall continue to provide usage rates to Coon Rapids on a quarterly basis. Coon Rapids shall continue to bill Andover based on Coon Rapids rates and Andover shall bill each property based on Andover rates.

5. Each city shall be responsible for its own acts, omissions, and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the others and the results thereof. Minnesota Statutes Chapter 466 and other applicable laws govern liability of each city.

6. Each city shall obtain and maintain adequate insurance coverage related to this agreement as determined by the cities' insurer, League of Minnesota Cities Insurance Trust (LMCIT).

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officers and have caused their respective seals to be hereto affixed.

CITY OF COON RAPIDS	CITY OF ANDOVER
By:_____	By: _____
Jerry Koch, Mayor	Sheri Bukkila, Mayor
By:_____	By: _____
Matt Stemwedel, City Manager	James Dickinson, City Administrator

WATERMAIN SERVICES AGREEMENT

THIS AGREEMENT is made by and between Jon Olson and Kristi Olson, husband and wife, 13306 Gladiola Street NW, Andover, MN 55304 (hereinafter collectively referred to as "Owner") and the City of Andover, a Minnesota municipal corporation with its principal place of business located at 1685 Crosstown Boulevard NW, Andover, MN 55304 ("City"), and is effective upon the date last signed by a party to this Agreement.

WHEREAS, the City of Andover and the City of Coon Rapids share a common border at the intersection of Gladiola Street NW and 133rd Avenue NW; and

WHEREAS, Owner is the fee owner of certain real property located at 13306 Gladiola Street NW and legally described as set forth in Exhibit A attached hereto and made a part hereof, lying in the City of Andover, County of Anoka, State of Minnesota (hereinafter, the "Property"); and

WHEREAS, due to the Property's location, it does not have access to the Andover Municipal Water System and is currently served by a private well; and

WHEREAS, Owner has requested that the City allow the Property to be served by the municipal water system from the City of Coon Rapids; and

WHEREAS, the City of Andover and the City of Coon Rapids agree that providing water utility service will be of a benefit to the Property Owner and that it is feasible to serve the Property from the City of Coon Rapids; and

WHEREAS, the City of Andover and the City of Coon Rapids have agreed to enter into a Joint Powers Agreement ("JPA") for the Provision and Maintenance of Certain Sanitary Sewer and Watermain Services, a copy of which is attached hereto as Exhibit B, to allow the City of Coon Rapids to provide municipal water services to the Property; and

WHEREAS, this Watermain Services Agreement is subject to Sections 2 and 3 of the JPA for the Provision and Maintenance of Certain Sanitary Sewer and Watermain Services attached hereto as Exhibit B; and

WHEREAS, Based upon the foregoing, Owner and City are willing to enter into this Agreement as more fully set forth below.

NOW, THEREFORE, IT IS HEREBY AGREED, between the City and the Owner as follows:

1. Upon acceptance and execution of the JPA by the cities of Andover and Coon Rapids, the City of Andover will allow the Property to be connected to the Coon Rapids municipal water system.

2. The Owner shall pay all costs associated with connecting to the City of Coon Rapids water distribution system, including a connection charge, with said connection charge being due at the time of building permit application to the City of Coon Rapids.

3. The City of Andover shall provide meter horn, meter and radio equipment which shall be paid for by Owner prior to installation.

4. The City of Andover shall bill the Property Owner for water usage based upon the City of Andover's rates.

5. The Property shall connect to the City of Andover's water distribution system when it becomes available, and Owner shall be responsible for all costs associated with connecting the Property to the City of Andover's water distribution system.

6. Once the Property is connected to the City of Andover's water distribution system, the Property's service connection to the Coon Rapids' water distribution system shall be disconnected according to Coon Rapids standards.

7. Owner understands and agrees that this Agreement shall be recorded in the Office of the Anoka County Recorder, for which Owner shall bear the cost of said recording and said Agreement shall run with the land.

8. The parties hereto represent, warrant and agree that each has been represented by their own counsel, or has had the right to be so represented but declined any such representation; that they have thoroughly read and understand the terms of this Agreement; that they have conferred with their respective attorneys on any questions in regard to this Agreement, or had the right to confer with an attorney but have declined to do so; and have voluntarily entered into this Agreement.

9. This Agreement shall not be construed more strictly against one party than against any other party by virtue of the fact that the Agreement may have been drafted or prepared by counsel for one of the parties, it being recognized that all parties to this Agreement have contributed substantially and materially to the negotiations and/or preparation of this Agreement.

10. This Agreement shall be construed under and enforced in accordance with the laws of the State of Minnesota.

11. If any provision of this Agreement shall be determined by any court or governmental agency to be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, and shall remain enforceable to the greatest extent permitted by law.

12. Any notice required or permitted to be given in accordance with the terms of this Agreement may be given by first class U.S. Mail, postage prepaid, overnight courier or by personal service, to the other party at the address set forth in the first paragraph of this Agreement, or at

such other address as either party, or their successors or assigns, may hereafter designate to the other party in writing.

CITY OF ANDOVER

Dated:_____, 2024 By:_____
Sheri Bukkila, Mayor

Dated:_____, 2024 By:_____
Michelle Hartner, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, 2024, before me, a notary public within and for said county, personally appeared Sheri Bukkila and Michelle Hartner to me known to be respectively the Mayor and City Clerk of the City of Andover, and who executed the foregoing instrument and acknowledge that they executed the same on behalf of said City.

_____
Notary Public

OWNER

Dated: _____, 2024

_____
Jon Olson

Dated: _____, 2024

_____
Kristi Olson

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, 2024, before me, a notary public within and for said county, personally appeared Jon Olson and Kristi Olson, husband and wife, who executed the foregoing instrument and acknowledged that they executed the same of their own free will and as the owners of the Property described herein.

_____
Notary Public

DRAFTED BY:
Berglund, Baumgartner & Glaser, LLC
2140 4th Avenue North
Anoka, MN 55303

This instrument is exempt from registration tax
and recording fees under Section 386.77 of the Minnesota statutes.

EXHIBIT A

Legal Description

Lot 7, Block 2, Lundgren Oakridge Addition, subject to utility easement over Easterly 6 feet.

EXHIBIT B

Joint Powers Agreement by and Between the Cities of Coon Rapids and Andover for the Provision and Maintenance of Certain Sanitary Sewer and Watermain Services

City Council Regular **15.**

Meeting Date: 08/05/2024

Subject: Consider Final Design Services Agreement for Project 18-14, TH 610/East River Road Interchange

Submitted For: Tim Himmer, Public Works Director

From: Sarah Greene, Administrative Support Lead - PW

INTRODUCTION

The City Council is asked to consider a letter of engagement with Toltz, King, Duvall, Anderson and Associates, Inc. (TKDA) for consulting services to complete the final design of project 18-14, TH 610 and East River Road Full-Access Interchange.

DISCUSSION

The City has sought additional access to Trunk Highway (TH) 610 near Coon Rapids Boulevard for many years. Currently, only westbound on-ramps and eastbound off-ramps to and from TH 610 exist at both East River Road and Coon Rapids Boulevard. City staff have worked with County, MnDOT, and project consultants to investigate interchange design options, secure funding opportunities, and complete public engagement activities for several years.

In March 2021, City staff released a request for proposals (RFP) for consulting services for the planning and engineering of a full access interchange. Council awarded the preliminary design services contract to TKDA at its May 4, 2021 meeting, also approving TKDA's Master Consulting Agreement. As the preferred alternative has evolved over the past several years due to numerous factors, an updated scope of work is necessary. At this time, staff recommends retaining TKDA to complete final design work based on the firm's familiarity with the complex nature of the project. The attached letter of engagement outlines the scope of services and timeline to complete the final design.

RECOMMENDATION

Staff recommends that the City Council approve a letter of engagement with TKDA under its master consulting agreement in the amount of $2,009,123, for final design of the Trunk Highway 610/East River Road interchange and authorize appropriate staff to execute such agreement.

BUDGET IMPACT:

The City currently has approximately $300,000 remaining on the existing preliminary design project scope, which will be transferred over and used for this new scope. Additionally, there is approximately $1.1M remaining in state bonding funds to draw from previous awards. Staff has included $600,000 in the 2025 budget to cover the balance of the funds to fulfill this scope, and will continue to investigate other funding options that may offset some of these costs.

Attachments

Letter of Engagement

Original Layout
Preferred Alternative

CITY OF COON RAPIDS

LETTER OF ENGAGEMENT

Project Name: TH 610 and East River Road (CSAH 1) Interchange Modifications

Project No.: 18-14

This Letter of Engagement is entered into this 25 day of July, 2024 by and between the CITY OF COON RAPIDS, 11155 Robinson Drive, Coon Rapids, Minnesota 55303 (the "City") and
Toltz, King, Duvall, Anderson and Associates, Inc. (d/b/a TKDA), 444 Cedar Street, Suite 1500, Saint Paul, MN 55101 (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into an Engineering Master Consulting Agreement (the "Agreement') on the 4 day of May, 2021; and

WHEREAS, this Agreement provides that the City will engage the Consultant from time to time to assist in providing engineering services for projects and studies designated by the City and as described through separate Letters of Engagement; and

WHEREAS, the City wishes to retain Consultant to perform Service(s) to assist with the following described project: Trunk Highway 610 and East River Road (County State Aid Highway 1) Interchange Modifications, including Environmental Documents, Preliminary and Final Design (the "Project); and

WHEREAS, this Letter of Engagement outlines the Service(s) to be performed by the Consultant; the approved cost of the Project; and the Project schedule.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and intending to be legally bound hereby, the City and the Consultant hereby agree as follows:

ARTICLE ONE
SERVICES TO BE PERFORMED BY THE CONSULTANT

The City hereby retains Consultant for the purposes of advising and consulting the City for the services described on Exhibit A attached hereto and made a part hereof.

ARTICLE TWO
SCHEDULE OF PERFORMANCE

The Consultant shall perform the services for the Project on the basis of the schedule attached hereto as Exhibit B and made a part hereof by reference. The schedule may be adjusted by mutual consent as the Service(s) proceed. The term limits established by the schedule and

approved by the City shall not be exceeded by the Consultant or the City, except for a reasonable cause agreed to by the City.

ARTICLE THREE
CONSULTANT'S COMPENSATION

The City shall pay the Consultant for services furnished and the Consultant shall accept as full payment the sums described on Exhibit C attached hereto and made a part hereof.

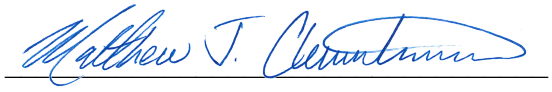
ARTICLE FOUR
CAPITALIZED TERMS

Capitalized terms not otherwise defined herein have the meaning given them in this Agreement.

Subject to the terms and conditions of this Engagement Letter, all of the terms and conditions of the Engineering Master Consulting Agreement dated the 4 day of May, 2021 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Engagement Letter as of the date first above written.

CONSULTANT



By: Matthew J. Christensen

Its: Vice President, Surface Transportation

[Signatures continue on following page]

CITY OF COON RAPIDS

By: _____
Its: Mayor

By: _____
Its: City Manager

Recommended:

By: _____
Its: Public Works Director

Approved as to Form:

David J. Brodie
Coon Rapids City Attorney
11155 Robinson Drive
Coon Rapids, MN 55433
(763) 767-6495

EXHIBIT A

SERVICES TO BE PERFORMED BY CONSULTANT

Project: TH 610 and East River Road (CSAH 1) Interchange Modifications

1.0 PROJECT MANAGEMENT

Project Management will include work necessary for communication and completion of the project tasks on time and within budget. The following items will be needed monthly over the 30 months of the project.

A. Monthly Invoice and Status Report

Invoices will be accompanied by a cover letter explaining the general status of the project, including at a minimum the work completed to date, the anticipated remaining efforts, updated project schedule and overall status.

B. Bi-Weekly Project Updates and General Project Management

The Consultant's Project Manager and City's Project Manager will meet bi-weekly to review progress of the project. The consultant should include general management of the consultant's team under this task.

C. Project Management Team (PMT) Meetings

The consultant will facilitate, develop agendas, meeting materials and meeting notes for monthly Project Management Team (PMT) meetings with the agency stakeholders including: City of Coon Rapids, Anoka County, MnDOT, Metropolitan Council (Transportation Planning Staff), BNSF railroad, Coon Creek Watershed District and possibly FHWA. Assume 30 meetings (monthly).

D. Other Project Meetings

The consultant should plan on attending and preparing agendas and meeting notes for the other following meetings to facilitate the project for these one-on-one agency meetings.

1. Coon Rapids City Council – 2 Meetings
2. City Staff Meeting – 4 Meetings
3. Anoka County Board Meeting – 1 Meeting
4. Anoka County Staff Meeting – 4 Meetings
5. MnDOT Staff Meetings – 4 Meetings
6. Metro Transit Meeting – 1 Meeting
7. Metropolitan Council and/or FWHA – 3 Meetings
8. BNSF Railroad – 3 Meetings
9. Coon Creek Watershed District – 3 Meetings

2.0 PUBLIC ENGAGEMENT

A. Public Engagement Plan

The consultant will conduct all work necessary to prepare a draft and final public engagement plan, and facilitate public stakeholder meetings with key residents and businesses along the corridor. The consultant will provide a detailed public engagement plan for this project. The City is anticipating the following meetings but are open to consultant plans/process.

B. Meetings

The consultant should be prepared to develop agenda, materials and presentations to do these meetings in-person or virtual.

1. Open Houses – 3 Meetings (consultant shall assume that open houses will have virtual and in-person aspects)
2. Resident Meetings – 12 Meetings
3. Business Meetings – 4 Meetings

C. Surveys

Develop, facilitate, and summarize three (3) public stakeholder surveys as necessary to support the open house meetings. This could include utilizing varying on-line tools to accomplish this task.

D. Website Update Support

The Consultant will support City staff in developing a website, including monthly updates through the duration of this contract. Website support includes developing and updating website text and graphics, or providing materials on an as needed basis. Once a month for 30 months.

3.0 ENVIRONMENTAL DOCUMENT

Currently, the City does not have any federal funding and considers this project to be a modification to an existing interchange. Based on this information, no state environmental or federal document is required at this point. However, the City anticipates using federal funding for construction, therefore, the City wants to follow the intent of the NEPA process and will complete a voluntary EAW. The consultant should attend a meeting with the City, Anoka County and MnDOT (Trunk Highway and State Aid) to confirm this process.

A. Prepare a Minnesota Environmental Assessment Worksheet (EAW)

At this point, the City will be completing a voluntary document and will need confirmation with MnDOT/EQB. Use the most recent version of the Minnesota EAW located on the Environmental Quality Board's website at: https://www.eqb.state.mn.us/content/eaw-process
and the MnDOT HPDP: http://www.dot.state.mn.us/planning/hpdp/scoping.html.

The Consultant will address and answer the EAW questions 1-20, additional federal issues, and MnDOT policy items with supporting data to sufficiently determine whether the project will cause an environmental effect. Many of the tasks are included in other sections of the scope of work.

B. Federal Categorical Exclusion

The project does not have federal funding at this time. However, the consultant shall provide a work task to cover a Categorical Exclusion document. The actual determination will be made during the project development.

4.0 NOISE ANALYSIS

The objective is to understand the noise wall needs of the project. Consultant will collect existing noise measurements and develop a noise model for the recommended alternative. Consultant will also conduct all work necessary to prepare the noise analysis and deliver a final report, and model the noise abatement measures (i.e., noise walls) for the recommended alternative. This work will be included in the EAW. The consultant must prepare the noise analysis and report in accordance with current State standards and guidance available at:

http://www.dot.state.mn.us/environment/noise/index.html.

5.0 ESA PHASE I AND II

The Consultant will complete a contamination investigation, as well as a hazardous materials and regulated waste analysis for the project. The analysis will consist of a Phase I and Phase II Environmental Site Assessment. The consultant shall add any information from the Environmental Site Assessments into the Environmental Documentation as needed. Depending on the findings of the Phase I analysis, a Phase II study may not be required. These two tasks should be provided as separate fees.

6.0 ALTERNATIVES DEVELOPMENT AND EVALUATION

A. Project Goals and Develop Evaluation Criteria

Consultant shall seek input from each PMT member/agency stakeholder to understand their desired goals, outcomes and key issues for the project. The consultant will develop evaluation criteria based on these goals and share these with the PMT and gather general concurrence on them.

B. Develop Interchange Concepts

The consultant will develop up to five (5) initial interchange concepts sketched and provide a high-level screening of them. These sketches will be discussed with the PMT and the three (3) most feasible interchange concepts will be moved on for more detailed evaluation. A wide range of concepts will be considered for the configuration at TH 610 and East River Road to include the missing movements. Include any local roadway connections as part of the concept, as needed. A detailed matrix will be used for documentation stating the interchange type and

reason for it moving forward or being dropped from consideration.

The three (3) remaining concepts must include enough detail to accomplish the following:

a. Detailed traffic forecasting, traffic operations and understanding on impacts to safety
b. Develop lane configurations and right-of-way footprint
c. Perform planning level impact and cost estimates for each concept
d. Prepare a comparison matrix of the impacts, costs, and safety
e. Overall advantages/disadvantages for each concept

Throughout the planning and concept analysis, the consultant shall prepare cost estimates to allow the City, County, and MnDOT, to evaluate options, and prioritize improvements.

C. Refine and Evaluate Planning Concepts

The consultant will work with the Project Management Team (PMT) to develop a preferred interchange concept. This would be one of the three (3) previously presented or a hybrid. The selected concepts will be refined to include design information to adequately define the geometrics, impacts, and approximate right-of-way needs. The consultant will also develop a comparison matrix that incorporates additional technical details (traffic, costs, right-of-way impacts, etc.)

D. Concept Study Report

The consultant will prepare a concept study report documenting the study process and results. Previously prepared technical documents will be included in the appendix. The report must articulate, in a fashion that the general public can understand, all of the concepts considered during the project development process and provide illustrative examples. This task will require consolidating information from several other tasks in this scope in order to be completed (concept layouts, cost estimates, traffic modeling, etc.). The report must also explain why the alternatives were rejected and include the preferred alternative described in detail with an illustrative project layout.

7.0 TRAVEL DEMAND FORECASTING

The consultant will conduct all work necessary to prepare the Traffic Forecasts (20 years after construction – 2048). Travel demand forecasts were completed with the previous work, however, the most recent Anoka County Travel Demand Model shall be used to update the forecasts. The following should be included in this work task:

A. Meet with Anoka County, MnDOT and Met Council staff to discuss travel demand modeling assumptions, methodology, validation and results.

B. Forecasts completed for year of opening and 2048 for the No Build and 2048 Build (adding missing TH 610/East River Road ramps) scenarios.

C. Forecasts for daily, am peak hour and pm peak hour.

D. Forecasts will include the following:

1. Interchange ramps at TH 610/East River Road, TH 610/Coon Rapids Blvd, TH 610/University Avenue, TH 10/Foley Boulevard
2. TH 610 segments from the Mississippi River to east of University Avenue
3. TH 10 segments from TH 610 to west of Foley Boulevard
4. East River Road from TH 610 South Ramp to Egret Boulevard
5. Foley Boulevard from East River Road to TH 10 East Ramp
6. The 10 key intersections at the four interchange ramps and Foley Boulevard at Coon Rapids Boulevard and East River Road

E. VHT (Vehicle Hours Traveled) and VMT (Vehicle Miles Traveled) for the No build and Build will need to be determined to be used in determining the benefits of the project for both year of opening and 20 years after construction (2048).

F. Develop ESALs and document per MnDOT requirements. Submit ESALs and documentation for review. This will be done for all new pavements as part of the project including East River Road freeway ramps, potential TH 610 auxiliary lanes and East River Road.

G. Prepare a report documenting travel demand modeling assumptions, validation, and methodologies used in

developing each travel demand forecast prepared for the project.

8.0 TRAFFIC ANALYSIS

A. The city and county will provide the most current relevant traffic counts. The consultant will re-count the 10 key intersections and reconcile them with the previous counts, as new counts may be impacted by the COVID-19 pandemic. The following will be completed as part of the traffic analysis:

1. Collect am and pm turning movement counts at 10 key intersections:
   a. TH 610 North Ramp at East River Road
   b. TH 610 South Ramp at East River Road
   c. East River Road at New Foley Boulevard intersection
   d. TH 610 South Ramp at Coon Rapids Boulevard
   e. TH 610 North Ramp at Coon Rapids Boulevard
   f. Coon Rapids Boulevard at Foley Boulevard
   g. TH 10 East Ramp at Foley Boulevard
   h. TH 10 West Ramp at Foley Boulevard
   i. TH 610/TH 10 North Ramp at University Avenue
   j. TH 610/TH 10 South Ramp at University Avenue
2. The key ten (10) signalized intersections will be modeled using Synchro/Sim-Traffic
3. Collect freeway and ramps volumes:
   a. Interchange ramps at TH 610/East River Road, TH 610/Coon Rapids Blvd, TH 610/University Avenue, TH 10/Foley Boulevard
   b. TH 610 segments from the Mississippi River (to TH 252) to east of University Avenue
   c. TH 10 segments from TH 610 to north of Foley Boulevard
4. Freeway segments will be analyzed using Corsim (or other MnDOT approved freeway microsimulation package)
5. Timeframe and scenarios for the traffic analysis and modeling:
   a. Existing (calibrated current conditions model)
   b. Year of Opening (TBD)
   c. 20 years after construction (2048) for both the No Build and up to three (3) Build alternatives
6. Time periods for the modeling of each timeframe/scenario:
   a. Intersections - am and pm peak hour
   b. Freeway – am and pm peak hours (3 hours each)
7. Develop the arterial and freeway measure of effectiveness tables and graphics. Results of the analysis will be summarized. Measures of Effectiveness (MOEs) will include Level of Service (LOS), corridor travel time, transit operations and travel times.
8. Prepare for and attend up to two meetings with MnDOT (and potentially FHWA) staff to discuss the traffic modeling process and results.
9. Prepare a report which documents the modeling process and results of the Synchro/Sim-Traffic and Corsim analysis. The modeling will conform to the current "State Modeling Guidelines" and "CORSIM Calibration Parameters". In addition, the modeling will conform to the modeling process outlined in the current "Advanced CORSIM Training Manual".
10. Traffic analysis will be needed in evaluating the alternatives during the evaluation. Traffic analysis will be done to enough detail to compare various concept alternatives. This work should correlate to the amount of effort described in the Alternative Development and Evaluation.
11. Evaluate Metro Transit bus operations from the Foley Boulevard Park and Ride to westbound TH 610. This includes the bus only TH 610 westbound on-ramp from the park and ride, internal bus circulation and potential alternative routes and travel times.

9.0 CRASH ANALYSIS

A crash analysis will be completed to be used in the Benefit Cost Analysis and to evaluate concept alternatives, as appropriate. The crash analysis will need to be completed at the 10 key intersections from Task 8.0 where traffic forecasting and analysis was completed. This will be done for the No Build and estimate crashes/severity under the preferred Build project. See the Cost Benefit work task to perform the needed analysis. A memorandum will be completed to document the analysis and results.

10.0 WETLAND DELINEATION

The consultant will complete a Level 1 (desktop/driveway) and Level 2 (field delineation) wetland delineations for the project including preparation of a wetland delineation report and work necessary to obtain concurrence/approval for the wetland type and boundary delineation from the Coon Creek Watershed District which is the Local Government Unit (LGU) for wetland permitting in the City of Coon Rapids. Draft and final Wetland Delineation Boundaries will be provided in GIS and AutoCAD format. The study area will be defined as everything within the existing Right of Way, proposed Right of Way, and construction limits along all public streets. The following are the Level 1 limits:

- TH 610 ROW from the Mississippi River to 1000 feet east of the Coon Rapids Blvd Interchange
- East River Road ROW from 96th Lane NW to 90th Avenue NW

11.0 PRELIMINARY DRAINAGE ANALYSIS AND REPORT

The consultant shall prepare a preliminary drainage analysis for the three (3) interchange concepts to assist with selection of a preferred concept. The analysis shall include:

A. Determination and mapping of all existing and proposed drainage areas within the project limits.

B. Identification of and sizing of the trunk storm sewer system and stormwater treatment locations.

C. Identification of applicable watershed district permitting rules/requirements and alternative Best Management Practices (BMPs) for meeting them.

D. Preparation of a report summarizing the results of modeling efforts, permitting needs, infrastructure needs, design recommendations, and other information pertinent to the preliminary drainage analysis and design.

12.0 STRUCTURAL EVALUATION

The consultant will review existing bridges to determine modifications needed to accommodate the project. This work will be performed for the preferred concept, although general input will be needed on up to three (3) concepts for any potential differences in impacts.

A. TH 610 Bridge 02023 and 02024 over East River Road

Determine any impacts to the existing bridges to accommodate the preferred interchange concept. Determine if the bridges can accommodate the preferred interchange concept by developing type, size and location drawings and typical sections. Provide itemized cost estimates of any improvements.

B. TH 610 Bridges 02025 and 02026 over BNSF Railroad

Determine any impacts to the existing bridges to accommodate the preferred interchange concept. In addition, auxiliary lanes may be needed between the East River Road and Coon Rapids Boulevard Ramps. Determine if the bridge can accommodate them by developing type, size and location drawings and typical sections. Provide itemized cost estimates of any improvements and potential risks associated with proposed work within the BNSF Railroad right of way.

C. Retaining Walls

Determine the need for retaining walls for the project. Identify the following and detail on concept layouts and retaining wall report.

1. Location, height and type of potential retaining wall
2. Noise wall compatibility (if project determines a need for them)
3. Concept level cost estimates for each wall type
4. Memo documenting the retaining wall needs and analysis

13.0 UTILITIES

The consultant shall identify, locate, and determine relocation needs for all utilities within the project area. This task will require coordination with Gopher State One Call and multiple utility companies throughout the design phases of the project. The consultant shall perform utility coordination tasks in accordance with MnDOT's Utility Accommodation on Highway Right of Way Policy and procedures prescribed in the Utility Accommodation Section of the MnDOT Utility Accommodation and Coordination manual. The consultant shall assume at least three (3) utility coordination meetings shall be required throughout the design process.

14.0 GEOTECHNICAL ANALYSIS

All soil testing and analysis will be completed by the City's consultant under a separate agreement for geotechnical work. The consultant will only provide time for coordination activities including recommending the location (field stake), number, and depth of soil borings and soundings to be obtained for the design of the proposed improvements including potential stormwater BMP and wall locations. Consultant to provide any survey or staking work needed to facilitate project information from the geotechnical consultant.

15.0 TOPOGRAPHICAL SURVEY

The consultant shall perform topographic survey of the project area for the purpose of preparing preliminary design layouts. The limits of topographic survey shall be in the right-of-way as follows:

A. East River Road from 90th Ave NW to 95th Avenue NW

B. TH 610 from 2,500 feet west of East River Road to the TH 610 Bridge over Coon Rapids Boulevard. This will include the ramps at both the East River Road and Coon Rapids Boulevard interchanges. It will also include the Metro Transit bus only ramp onto westbound TH 610.

C. BNSF Tracks for 500 feet on either side of TH 610. Consultant responsibility to gain access to the BNSF property to complete this work.

16.0 PROPERTY IMPACTS/RIGHT OF WAY NEEDS

The consultant will identify the number of parcels that require partial or full acquisitions and/or temporary easements for construction for each concept alternative. For the preferred concept, the consultant will identify and document the number of parcels that will need to be acquired in order to construct the project. A map showing the location of the parcels to be acquired will be prepared by the consultant. Estimates of potential costs to acquire will be developed for comparison of the concept alternatives. For the preferred alternative, the proposed right of way acquisition will be shown on the MnDOT Staff Approved Layout, and include right of way costs in the project cost estimate.

17.0 BENEFIT-COST ANALYSIS

Work will include Steps 1 thru 4 of MnDOT's Cost Effectiveness Policy. While this project does not currently require an Environmental Impact Statement (EIS), Environmental Assessment (EA), or an Environmental Assessment Worksheet (EAW), the city would like this information available as part of this phase of the project. The comparison will be the No Build compared to the preferred Build project. A technical memorandum, analysis and spreadsheet will be completed in accordance with:

A. MnDOT's cost-effectiveness policy in the Highway Project Development Process manual: https://www.dot.state.mn.us/planning/hpdp/

B. MnDOT's benefit-cost guidance: https://www.dot.state.mn.us/planning/program/benefitcost.html

18.0 DESIGN MEMO

Prepare and process for approval the design memorandum. The design memorandum is to be done for the MnDOT Staff Approved Layout only. Follow all requirements described on MnDOT's Geometric Design and Layout Development website. Explain all design exceptions within the project limits including the existing design exceptions that will remain, if any.

19.0 ICE REPORTS

The consultant shall perform intersection control evaluations (ICE) for intersections within the project limits in accordance with the guidelines established by MnDOT found at the following link: http://www.dot.state.mn.us/trafficeng/safety/ice/index.html

Intersections to be evaluated include:

A. East River Road at TH 610 North Ramps

B. East River Road at TH 610 South Ramps

C. East River Road and 94th Lane

20.0 TRAFFIC SIGNAL DESIGN

Traffic signal design will be completed for the three (3) locations described in Section 19.0 - ICE Reports. For purposes of design assume the new TH 610 North Ramp traffic signal will be modified while the TH 610 South Ramp and East River Road /94th Lane are new traffic signals. Temporary traffic signals will be needed during construction and designed as part of this project.

21.0 STREET LIGHTING

Street lighting will be designed to MnDOT Standards for proposed freeways ramps. Any street lighting disturbed by the design will be replaced in-kind along East River Road. Reference for MnDOT Lighting:
https://www.dot.state.mn.us/trafficeng/lighting/2010_Roadway%20Lighting_Design_Manual2.pdf

22.0 TRAIL DESIGN

Pedestrian accommodations will be needed throughout the project, however, special attention for the planning and design of trail gap from the TH 610 Bridge to Foley Boulevard. The existing trail terminates near the gore area of the TH 610 eastbound off-ramp (near maintenance road access). The project would extend the trail to pedestrian facilities at the TH 610 South Ramp/East River Road Intersection.

23.0 CROSS SECTIONS AND CONSTRUCTION LIMITS FOR PREFERRED ALTERNATIVE

Prepare cross sections for the preferred concept layout. The level of detail needed is to identify retaining walls and construction limits at any points where it is believed the project may require additional right of way. The retaining walls shall be shown on the preliminary geometric layout alternatives. AutoCAD construction limit file must be created showing construction limits that go beyond the right of way, which will be included on the preferred concept layout.

24.0 LAND ACQUISITION (OPTIONAL TASK)

Depending on the selected interchange concept, the consultant may need to provide services to get temporary and permanent easement, and right of way acquisition and/or relocation assistance. In additional, please provide a separate optional task for relocation and condemnation assistance. For purposes of this task use the provided (link) to potential design concept. Please provide assumptions on the number of each easement, acquisition, relocation and condemnation.

25.0 MNDOT STAFF APPROVED LAYOUT

The consultant will perform all design tasks necessary to complete the Geometric Layout, and prepare a conceptual plan showing the horizontal and vertical location of the proposed roadway in relation to existing topography. This includes preparation of cost estimates based on the geometric layout. MnDOT Staff Approved Layouts using AutoCAD design software (may need to be converted to Microstation for MnDOT). Follow all guidance and standards referenced on this website https://www.dot.state.mn.us/design/geometric/index.html.

This project will need a MnDOT Level 1 Layout. All Level 1 Layouts require review by the State Geometric Engineer and approval by the State Design Engineer. The consultant will need to be on the Level 1 layout Pre-Qualification list (1.21 Geometric Layouts-Level 1):

http://www.dot.state.mn.us/consult/prequal/documents/prequal-by-work-type.pdf

26.0 FUNDING APPLICATION

The consultant will perform all work necessary to prepare the grant application for the Metropolitan Council's 2022 Regional Solicitation program.

27.0 METROPOLITAN COUNCIL'S CONTROLLED ACCESS APPROVAL

The consultant will prepare a letter and necessary documentation to gain formal Metro Freeway Approval for the modified interchange. Coordination throughout the project will occur during monthly PMTs but also additional meetings list in Task 1.4. The formal Metro Freeway Approval request typically happens toward the end of the planning process, once an environmental document is completed. However, the approval must take place before the project right-of-way is purchased or construction begins and desired prior final design. https://metrocouncil.org/Transportation/Planning-2/Transit-Plans,-Studies-Reports/Highways-Roads/MetroFreewayProjectApproval.aspx

28.0 TRANSPORTATION MANAGEMENT PLAN

The Consultant will conduct all work necessary to prepare a Transportation Management Plan. This work is to identify issues and develop mitigated any potential traffic impacts which maybe caused during construction of the project. Follow the guidance and fill out the templates and worksheets found at this website: http://www.dot.state.mn.us/metro/trafficeng/work_zones.html.

A. Preparing Staging Alternatives Analysis Report

1. Calibrated and validated travel demand modeling to compute road user costs, freeway traffic diversion, and vehicle and transit delay in determining staging alternatives
2. Consider the road user costs vs. days of impacts in this analysis
3. Consider impact from other construction projects or local projects in considering staging alternatives
4. Compute the additional construction costs required to implement different staging alternatives.
5. Consider impacts to transit operations from detours and delays
6. Determine traffic shifts for up to two (2) traffic staging options
7. Perform regional-level traffic assignment in forecast model for staging options to estimate traffic pattern changes. Document daily traffic pattern changes
8. Obtain loop detector data and develop an existing calibrated model (geometry, volumes and speed); determine the impacts to traffic operations for up to two (2) traffic staging options
9. Report qualitative and quantitative performance measures for each staging option, including queuing, traffic diversion, average vehicle delay, lost vehicle miles traveled (VMT), and total vehicle-hours
10. Conduct an analysis of road user costs based on vehicle-hours traveled (VHT) results and MnDOT benefit-cost guidance
11. Prepare a technical memorandum documenting the analysis

B. Prepare Local Road TMP Analysis

1. Identify and analyze impacts from construction staging on the local road system and transit operations
2. Coordinate with MnDOT to review construction traffic impact analysis methods and prepare travel time calculations (delay)
3. Develop up to two (2) detours for various ramp closure scenarios. Calculate the approximate detoured traffic volume and length of the detour
4. Obtain and summarize loop detector data on selected freeway mainline and ramp locations impacted by the interchange closure during construction
5. Obtain and summarize Average Daily Traffic (ADT) data for local street parallel routes
6. Develop base map showing assumptions for each model run, such as which ramps are open and closed and physical limits of the model and provide to City, Anoka County and MnDOT for concurrence

7. Identify other construction projects, including local led projects that may affect diversion and alternative routes
8. Perform a validation check on the accuracy of the existing conditions model to reflect existing observed conditions
9. Perform highway assignment for up to two (2) alternatives with different construction staging traffic control configurations
10. Based on feedback received from the PMT and MnDOT reviews, complete a final model run of the preferred alternative
11. Produce maps depicting the locations and magnitudes of traffic pattern shifts for the construction staging scenarios
12. Review findings with City, County and MnDOT staff to confirm reasonableness of results and identify corridors that would be expected to approach or exceed capacity under these conditions

C. Prepare Mitigation Development

1. Prepare a "mitigation toolbox" document listing potential modifications that can be made to roadways and intersections in response to increased traffic flows during construction.
2. Collect existing AM and PM peak hour turning movement counts at up to five (5) intersections (not counted previously in Task 8) along impacted corridors identified from the travel demand modeling
3. For selected corridors, develop peak hour traffic forecasts (diversion) for up to fifteen (15) intersections under construction each staging condition
4. Using Synchro or approved equivalent model, perform up to fifteen (15) intersection geometric and traffic control evaluations and develop recommendations for operational improvements to accommodate temporary increases in traffic flow
5. Document the assumptions, methods, results, and findings in a technical memorandum

D. Document Decisions and Prepare TMP

1. Develop the TMP Report, including the Layout Alternatives TMP, TMP Worksheet, and Red Flag Checklist

29.0 PERMITS

The consultant will be responsible for acquiring all permits required to move the project forward to construction. As part of this process, the consultant will need to coordinate with the Watershed District, Anoka County, MnDOT, BNSF railroad, Department of Natural Resources (DNR), Corps of Engineers, National Pollutant Discharge Elimination System (NPDES) permit from the MPCA, Stormwater Pollution Prevention Plan (SWPPP), and any other agency permits as required.

The Consultant shall address regulatory agency questions/comments as necessary to obtain all permits required for the project. It is assumed that four (4) meetings with permitting staff/consultant will be necessary and should be included in this task.

The project will not be able to get actual permits until construction has been programmed. The consultant shall identify all permit requirements and gain tentative permit approvals.

30.0 SANITARY SEWER AND WATERMAIN

Several sanitary sewer and watermain lines will need to be relocated on the side streets to accommodate the proposed interchange and local roadway re-alignments. Based on the previous potential interchange concept, these side streets include portions of 94th Lane, 94th Avenue, 93rd Lane, 93rd Avenue and Unity Street. The sewer in all these cul-de-sacs flow to a lift station at the end of 93rd Avenue which is pumped to East River Road before connecting to a manhole south of TH 610 to flow south by gravity. A Minnesota Department of Health permit will be required for the watermain relocations.

31.0 FINAL DESIGN

For the purpose of preparing a proposal, consultants should assume the Potential TH 610 and East River Road Interchange Modification used in the Highway Interchange Request and Funding Application for the final design. The actual final design will be on the selected concept and in the MnDOT Staff Approved Layout.

A. Final Plans

The Consultant shall prepare construction plans in accordance with Federal Aid requirements (anticipated) to include all of the proposed improvements shown on the MnDOT Staff Approved Layout. The consultant shall submit draft plans in pdf format to MnDOT, the County, and City for review at the 30%, 60% and 95% plan completion stages. The consultant shall incorporate review comments into the 100% design plans to be submitted to MnDOT State Aid for final review and approval. It is assumed that one (1) meeting with MnDOT staff will be necessary and should be included in this task. This includes the work task provided above and stated below:

Construction plans for the project will include (but not limited to) removals, grading, paving, storm sewer, storm water management BMPs, sanitary sewer and watermain, erosion and sediment control, storm water pollution prevention plan, wetlands, bridge modifications, retaining walls, noise walls (if any), trails, signing and striping, traffic control and staging, traffic signals including temporary signals, and lighting.

B. Project Specifications and Special Provisions

The Consultant shall prepare the project specifications and special provisions for construction bidding in accordance with MnDOT Federal Aid requirements (anticipated). The project manual shall include table of contents and all technical special provisions required to bid and construct the proposed improvements.

C. Final Construction Cost Estimate

The Consultant shall prepare a final cost estimate to include the total project cost of the proposed improvements. The final estimate shall contain the same columns as the Statement of Estimated Quantities (SEQ) included in the final plans.

D. Bidding Administration (Optional Task)

The City would like the consultant to provide an optional task to assist with bidding administration. This work would include advertising, uploading on QuestCDN, possible addendums and responding to contractor and supplier questions.

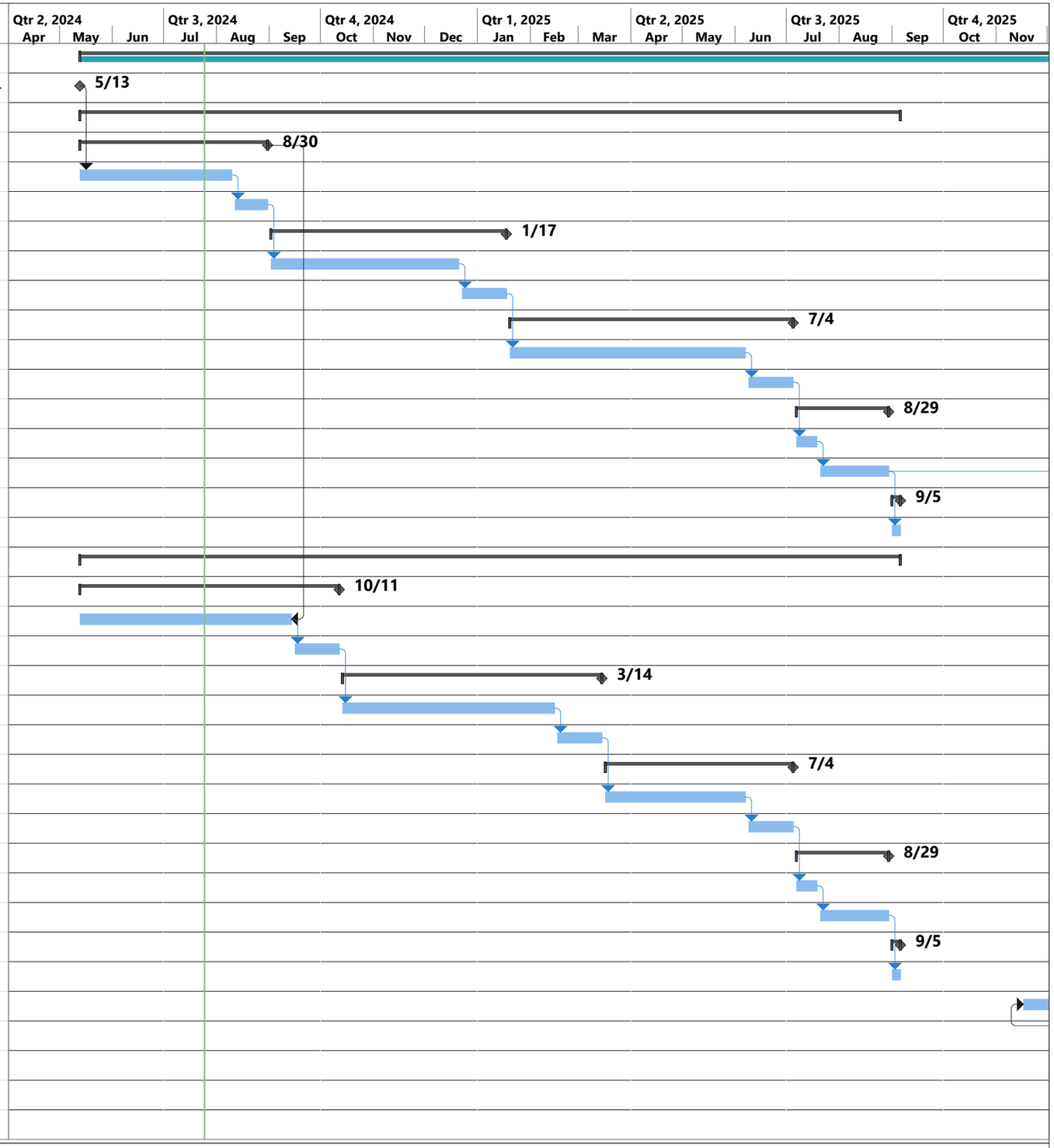
32.0 OTHER OPTIONAL TASKS

We will work with the MnDOT Regional Traffic Management Center (RTMC) staff to identify existing Traffic Management System (TMS) components within the project limits such as fiber optic cable, CCTV cameras, loop detectors, etc. Consultant ITS engineers will work with the roadway design to avoid impacts to existing MnDOT TMS components where possible and include TMS relocations where necessary. This ITS coordination will also include a review of the proposed interchange to determine any TMS components that need to be added such as vehicle detection or CCTV cameras. We will complete the required ITS systems engineering documentation as well as develop TMS plans, construction details, communication schematics, special provisions, and quantities/estimate to MnDOT standards.

EXHIBIT B

PROJECT SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish
1		**SP0217-036 TH610 at ERR**	**727 days?**	**Mon 5/13/24**	**Tue 2/23/27**
2		Final Design Start	0 days	Mon 5/13/24	Mon 5/13/24
3		**Roadway Plans**	**345 days**	**Mon 5/13/24**	**Fri 9/5/25**
4		**30% Roadway Plans (Ped Tunnel Impacts)**	**80 days**	**Mon 5/13/24**	**Fri 8/30/24**
5		30% Roadway Plans	65 days	Mon 5/13/24	Fri 8/9/24
6		30% Roadway Plans Review	15 days	Mon 8/12/24	Fri 8/30/24
7		**60% Roadway Plans**	**100 days**	**Mon 9/2/24**	**Fri 1/17/25**
8		60% Roadway Plans	80 days	Mon 9/2/24	Fri 12/20/24
9		60% Roadway Plans Review	20 days	Mon 12/23/24	Fri 1/17/25
10		**95% Roadway Plans**	**120 days**	**Mon 1/20/25**	**Fri 7/4/25**
11		95% Roadway Plans	100 days	Mon 1/20/25	Fri 6/6/25
12		95% Roadway Plans Review	20 days	Mon 6/9/25	Fri 7/4/25
13		**100% Roadway Plans**	**40 days**	**Mon 7/7/25**	**Fri 8/29/25**
14		100% Roadway Plans	10 days	Mon 7/7/25	Fri 7/18/25
15		CO and State/Federal Aid Plan Review	30 days	Mon 7/21/25	Fri 8/29/25
16		**100% Complete Signed Roadway Plans**	**5 days**	**Mon 9/1/25**	**Fri 9/5/25**
17		100% Complete Signed Roadway Plans	5 days	Mon 9/1/25	Fri 9/5/25
18		**Bridge Plans**	**345 days**	**Mon 5/13/24**	**Fri 9/5/25**
19		**30% Bridge Plans**	**110 days**	**Mon 5/13/24**	**Fri 10/11/24**
20		30% Bridge Plans	90 days	Mon 5/13/24	Fri 9/13/24
21		30% Bridge Review	20 days	Mon 9/16/24	Fri 10/11/24
22		**60% Bridge Plans**	**110 days**	**Mon 10/14/24**	**Fri 3/14/25**
23		60% Bridge Plans	90 days	Mon 10/14/24	Fri 2/14/25
24		60% Bridge Plan Review	20 days	Mon 2/17/25	Fri 3/14/25
25		**95% Bridge Plans**	**80 days**	**Mon 3/17/25**	**Fri 7/4/25**
26		95% Bridge Plans	60 days	Mon 3/17/25	Fri 6/6/25
27		95% Bridge Plan Review	20 days	Mon 6/9/25	Fri 7/4/25
28		**100% Bridge Plans**	**40 days**	**Mon 7/7/25**	**Fri 8/29/25**
29		100% Roadway Plans	10 days	Mon 7/7/25	Fri 7/18/25
30		CO and State/Federal Aid Plan Review	30 days	Mon 7/21/25	Fri 8/29/25
31		**100% Complete Signed Bridge Plans**	**5 days**	**Mon 9/1/25**	**Fri 9/5/25**
32		100% Complete Signed Bridge Plans	5 days	Mon 9/1/25	Fri 9/5/25
33		Advertisement	45 days	Mon 11/17/25	Fri 1/16/26
34		Bid Opening	0 days	Fri 1/16/26	Fri 1/16/26
35					
36					
37					



Thu 7/25/24

EXHIBIT C

CONSULTANT'S COMPENSATION FOR PROJECT

The enclosed sums for services shall be Hourly Not to Exceed, subject only to adjustments for a change in scope of services performed, agreed upon in writing by the City and the Consultant.

TKDA

Project Fee Estimate

Client:	City of Coon Rapids	**Date:**	7/19/2024
Project:	TH610 and East River Road (CSAH 1) Interchange Modification Environmental Documents, Preliminary Design, and Final Design - Amendment 1	**By:**	ADC

Task	Task Description	Estimated Person Hours Required																								Total Hours TKDA	Total Dollars TKDA	Total Hours Teaming Partners	Total Dollars Teaming Partners	Total TEAM Hours	Total TEAM Dollars
		PM			Roadway			Drainage / Permitting		Traffic		Bridge / Walls				Utilities			Public Engagement		Support Staff										
	Rates per Overhead of 160% and Fixed Fee of 10.0%	Sr Reg Eng $ 273	ES II $ 221	Reg Eng $ 138	Sr Reg Eng $ 175	Grad Eng $ 104	ES II $ 191	Sr Reg Eng $ 221	ES I $ 148	Sr Reg Eng $ 224	Reg Eng $ 130	Sr Reg Eng $ 201	Sr Reg Eng $ 157	Sr Reg Eng $ 170	Grad Eng $ 105	Sr Reg Eng $ 216	Reg Eng $ 150	Tech $ 82	Landscape Arch $ 141	Sr Reg Eng $ 249	Reg Eng $ 128	Reg Eng $ 123	ES II $ 191	Tech $ 82						
1	**Project Management**																														
1.1	**Monthly Invoice and Status Report (16)**																														
	Day-to-Day Project Management	8	8	80																				96	$ 15,017				
	Invoices and Progress Reports			24																				24	$ 3,321				
	Generate/Update Project Schedule			24																				24	$ 3,321				
1.2	**Weekly Project Update and General Project Management (70)**																														
	Weekly Conference Calls with City Project Manager	40	40	40																				120	$ 25,271				
	Internal Staff Meetings	8	20	20	20		20		20	20		20				20								168	$ 32,478				
1.3	**Project Management Team (PMT) Meetings 16 - Virtual)**																														
	Prepare Agendas, Meetings Materials, Action Item List, and Meeting Minutes			80																				80	$ 11,069				
1.4	**Other Project Meetings**																														
	Coon Rapids City Council (1)		4	4																				8	$ 1,437				
	Anoka County Board (1)		4	4																				8	$ 1,437				
	MnDOT Staff (3)		4	8	8																			20	$ 3,393				
	Metro Transit (1)		2	2																				4	$ 718				
	Metropolitan Council and/or FHWA (2)			8	4																			12	$ 1,809				
	BNSF Railway Company (1)	4																						4	$ 1,091				
	Coon Creek Watershed District (1)		4					4	4															12	$ 2,358				
1.5	**Quality Management Plan**																														
	Prepare Quality Management Plan																							-	$ -				
	SUBTOTAL HOURS	60	86	294	32	-	20	4	24	20	-	20	-	-	-	20	-	-	-	-	-	-	-	580		188		768	
	SUBTOTAL COST	$ 16,359	$ 18,986	$ 40,680	$ 5,613	$ -	$ 3,827	$ 883	$ 3,549	$ 4,485	$ -	$ 4,016	$ -	$ -	$ -	$ 4,321	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 102,719		$ 47,976		$ 150,695
2	**Public Engagement**																														
2.1	**Public Engagement Plan**																														
	Prepare Draft and Final Public Engagement Plan																		8					8	$ 1,130				
2.2	**Meetings**																														
	Prepare Agendas, Meetings Materials, Action Item List, and Meeting Minutes			4															8					12	$ 1,684				
	Open Houses (1-virtual, 1-in person prior to construction)	4	4	4															8	4				24	$ 4,654				
	Resident Meetings (0)																							-	$ -				
	Business Meetings (0)																							-	$ -				
2.3	**Surveys**																														
	Develop, Facilitate, and Summarize Public Stakeholder Surveys (0)																							-	$ -				
2.4	**Website Update Support (20)**																														
	Monthly Updates																		32					32	$ 4,520				
	Develop and Update Website Text and Graphics																		8					8	$ 1,130				
	SUBTOTAL HOURS	4	4	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	64	4	-	-	-	84		-		84	
	SUBTOTAL COST	$ 1,091	$ 883	$ 1,107	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,040	$ 997	$ -	$ -	$ -		$ 13,118		$ -		$ 13,118
3	**Environmental Documentation**																														
	SRF																							-	$ -				
	SUBTOTAL HOURS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		100		100	
	SUBTOTAL COST	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -		$ 19,729		$ 19,729
4	**Noise Analysis**																														
	SRF																							-	$ -				
	SUBTOTAL HOURS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		100		100	
	SUBTOTAL COST	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -		$ 18,916		$ 18,916
5	**ESA Phase I and II**																														
	Braun - Phase I/II																							-	$ -				
	SUBTOTAL HOURS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		-		-	
	SUBTOTAL COST	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -		$ 57,345		$ 57,345
6	**Alternative Development and Evaluation**																														
	SRF																							-	$ -				
	SUBTOTAL HOURS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		100		100	
	SUBTOTAL COST	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -		$ 18,543		$ 18,543
12	**Structural Evaluation**																														
12.1	**TH610 Bridges 02023 and 02024 over East River Road**																														
	Determine Impacts to Existing Bridges for Preferred Concept											-	-	-	-									-	$ -				
	Develop Type, Size, Location, and Typical Section Plans											-	-	-	-									-	$ -				
	Itemized Cost Estimates											-	-	-	-									-	$ -				
12.2	**TH610 Bridges 02025 and 02026 over BNSF Railway Company**																														
	Determine Impacts to Existing Bridges for Preferred Concept											-	-	-	-									-	$ -				
	Develop Type, Size, Location, and Typical Section Plans											-	-	-	-									-	$ -				

TKDA

Project Fee Estimate

Client:	City of Coon Rapids	**Date:**	7/19/2024
Project:	TH610 and East River Road (CSAH 1) Interchange Modification Environmental Documents, Preliminary Design, and Final Design - Amendment 1	**By:**	ADC

Task	Task Description	Estimated Person Hours Required																								Total Hours TKDA	Total Dollars TKDA	Total Hours Teaming Partners	Total Dollars Teaming Partners	Total TEAM Hours	Total TEAM Dollars
		PM			Roadway			Drainage / Permitting		Traffic		Bridge / Walls				Utilities			Public Engagement		Support Staff										
		Sr Reg Eng	ES II	Reg Eng	Sr Reg Eng	Grad Eng	ES II	Sr Reg Eng	ES I	Sr Reg Eng	Reg Eng	Sr Reg Eng	Sr Reg Eng	Sr Reg Eng	Grad Eng	Sr Reg Eng	Reg Eng	Tech	Landscape Arch	Sr Reg Eng	Reg Eng	Reg Eng	ES II	Tech							
	Rates per Overhead of 160% and Fixed Fee of 10.0%	$ 273	$ 221	$ 138	$ 175	$ 104	$ 191	$ 221	$ 148	$ 224	$ 130	$ 201	$ 157	$ 170	$ 105	$ 216	$ 150	$ 82	$ 141	$ 249	$ 128	$ 123	$ 191	$ 82							
	Itemized Cost Estimates											-	-	-	-										-	$ -				
	Potential Risk Associated with BNSF Railway Company											-	-	-	-										-	$ -				
12.3	**Retaining Walls**																														
	Location, Height, and Type of Potential Retaining Walls												20		32										52	$ 6,497				
	Noise Wall Compatibility (if needed)												8		8										16	$ 2,095				
	Concept Level Cost Estimate for Each Wall Type												8		8										16	$ 2,095				
	Memo Documenting the Retaining Wall Needs and Analysis												16		8										24	$ 3,350				
12.4	**Prepare Bridge Plans 02024**																														
	Preliminary Bridge Plans																														
	General Plan and Elevation												2		2										4	$ 524				
	Typical Section												2		2										4	$ 524				
	Staging Plans												2		2										4	$ 524				
	Geometry and Design Data Details												2		2										4	$ 524				
	Incorporate preliminary bridge plan comments												2		2										4	$ 524				
	30%, 60%, and 95% Bridge Plans																														
	General Plan and Elevation											4	8		16										28	$ 3,738				
	Typical Section											2	4		8										14	$ 1,869				
	Working Point Layout											2	8		16										26	$ 3,337				
	Staging Plans											24	80		120										224	$ 29,969				
	Foundation Design and Details											20	80		120										220	$ 29,166				
	Substructure Design and Details											60	140		200										400	$ 55,010				
	Superstructure Design and Details											12	60		80										152	$ 20,222				
	Geometry and Design Data Details											4	16		40										60	$ 7,513				
	Bridge cost estimate											4	16		16										36	$ 4,993				
	Incorporate 30%, 60% and 95% bridge plan comments											8	16		40										64	$ 8,317				
	Load Rating												8		24										32	$ 3,775				
	Specifications											8	16												24	$ 4,116				
	Coordinate with MnDOT Bridge Office																														
	Bridge Office Review and Comment Resolution											8	8		8										24	$ 3,701				
	Coordinate with Roadway Plans																														
	Design Disclipline Review and Comment Resolution											8	8		8										24	$ 3,701				
12.5	**Prepare Bridge Plans 02026**																														
	Preliminary Bridge Plans																														
	General Plan and Elevation												4		4										8	$ 1,047				
	Typical Section												2		2										4	$ 524				
	Staging Plans												4		4										8	$ 1,047				
	Geometry and Design Data Details												2		2										4	$ 524				
	Incorporate preliminary bridge plan comments												4		4										8	$ 1,047				
	30%, 60%, and 95% Bridge Plans																														
	General Plan and Elevation											4	8		16										28	$ 3,738				
	Typical Section											2	4		8										14	$ 1,869				
	Working Point Layout											2	8		16										26	$ 3,337				
	Staging Plans											48	120		180										348	$ 47,363				
	Foundation Design and Details											20	90		120										230	$ 30,734				
	Substructure Design and Details											60	140		200										400	$ 55,010				
	Superstructure Design and Details											12	60		80										152	$ 20,222				
	Geometry and Design Data Details											4	16		40										60	$ 7,513				
	Bridge cost estimate											4	16		16										36	$ 4,993				
	Incorporate 30%, 60% and 95% bridge plan comments											8	16		40										64	$ 8,317				
	Load Rating												8		24										32	$ 3,775				
	Specifications											8	16												24	$ 4,116				
	Coordinate with MnDOT Bridge Office																														
	Bridge Office Review and Comment Resolution											8	8		8										24	$ 3,701				
	Coordinate with Roadway Plans																														
	Design Disclipline Review and Comment Resolution											8	8		8										24	$ 3,701				
12.6	**Prepare Bridge Plans - 02071 - Loop Bridge**																														
	Preliminary Bridge Plans																														
	General Plan and Elevation													4	4										8	$ 1,100				
	Typical Section													2	2										4	$ 550				
	Geometry and Design Data Details													2	2										4	$ 550				
	Incorporate preliminary bridge plan comments													4	4										8	$ 1,100				

TKDA

Project Fee Estimate

Client:	City of Coon Rapids	**Date:**	7/19/2024
Project:	TH610 and East River Road (CSAH 1) Interchange Modification Environmental Documents, Preliminary Design, and Final Design - Amendment 1	**By:**	ADC

Task	Task Description	Estimated Person Hours Required																								Total Hours TKDA	Total Dollars TKDA	Total Hours Teaming Partners	Total Dollars Teaming Partners	Total TEAM Hours	Total TEAM Dollars
		PM			Roadway			Drainage / Permitting		Traffic		Bridge / Walls				Utilities			Public Engagement		Support Staff										
		Sr Reg Eng	ES II	Reg Eng	Sr Reg Eng	Grad Eng	ES II	Sr Reg Eng	ES I	Sr Reg Eng	Reg Eng	Sr Reg Eng	Sr Reg Eng	Sr Reg Eng	Grad Eng	Sr Reg Eng	Reg Eng	Tech	Landscape Arch	Sr Reg Eng	Reg Eng	Reg Eng	ES II	Tech							
	Rates per Overhead of 160% and Fixed Fee of 10.0%	$ 273	$ 221	$ 138	$ 175	$ 104	$ 191	$ 221	$ 148	$ 224	$ 130	$ 201	$ 157	$ 170	$ 105	$ 216	$ 150	$ 82	$ 141	$ 249	$ 128	$ 123	$ 191	$ 82							
	30%, 60%, and 95% Bridge Plans																														
	General Plan and Elevation											4		8	16										28	$ 3,844					
	Typical Section											2		4	8										14	$ 1,922					
	Bridge Layout											2		8	16										26	$ 3,442					
	Foundation Design and Details											20		120	160										300	$ 41,222					
	Substructure Design and Details											60		180	280										520	$ 72,058					
	Superstructure Design and Details											48		120	180										348	$ 48,945					
	Geometry and Design Data Details											4		16	40										60	$ 7,724					
	Bridge cost estimate											4		16	16										36	$ 5,204					
	Incorporate 30%, 60% and 95% bridge plan comments											8		16	40										64	$ 8,528					
	Load Rating													16	40										56	$ 6,921					
	Specifications											8		16											24	$ 4,327					
	Coordinate with MnDOT Bridge Office																														
	Bridge Office Review and Comment Resolution											8		8	8										24	$ 3,807					
	Coordinate with Roadway Plans																														
	Design Disclipline Review and Comment Resolution											8		8	8										24	$ 3,807					
	SUBTOTAL HOURS	-	-	-	-	-	-	-	-	-	-	617	1,064	824	2,862	-	-	-	-	-	-	-	-	-	5,367				5,367	
	SUBTOTAL COST	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 123,894	$ 166,880	$ 140,102	$ 300,565	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 731,441				$ 731,441
13	**Utilities**																														
13.1	**Utility Identification**																														
	Gopher State One Call																2	2							4	$ 465					
	Identify Utility Representatives															2	6								8	$ 1,332					
	Review Utility Information															4	12	8							24	$ 3,323					
	Utility Information Meeting			2												2	4	2							10	$ 1,474					
	Utlity Design Meeting			2												2	4	2							10	$ 1,474					
	Regular Contacts with Utility Owners															20	80	30							130	$ 18,791					
	Review Private Utilty Relocation Plans															4	20								24	$ 3,863					
	Utility Verification															4	20	4							28	$ 4,193					
	95% Utility Coordination Meeting			2												4	4	2							12	$ 1,906					
	SUBTOTAL HOURS	-	-	6	-	-	-	-	-	-	-	-	-	-	-	42	152	50	-	-	-	-	-	-	250				250	
	SUBTOTAL COST	$ -	$ -	$ 830	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,074	$ 22,792	$ 4,124	$ -	$ -	$ -	$ -	$ -	$ -		$ 36,820				$ 36,820
14	**Geotechnical Analysis**																														
	By City- Coordination Only			4				2	2				8												16	$ 2,545					
	SUBTOTAL HOURS	-	-	4	-	-	-	2	2	-	-	-	8	-	-	-	-	-	-	-	-	-	-	-	16				16	
	SUBTOTAL COST	$ -	$ -	$ 553	$ -	$ -	$ -	$ 442	$ 296	$ -	$ -	$ -	$ 1,255	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 2,545				$ 2,545
15	**Topographical Survey**																														
15.1	**East River Road**																														
	Perform Survey																					8	8		16	$ 2,512					
	Prepare Base Mapping																					8	8		16	$ 2,512					
15.2	**TH610**																														

TKDA

Project Fee Estimate

Client:	City of Coon Rapids	**Date:**	7/19/2024
Project:	TH610 and East River Road (CSAH 1) Interchange Modification Environmental Documents, Preliminary Design, and Final Design - Amendment 1	**By:**	ADC

Task	Task Description	Estimated Person Hours Required																								Total Hours TKDA	Total Dollars TKDA	Total Hours Teaming Partners	Total Dollars Teaming Partners	Total TEAM Hours	Total TEAM Dollars
		PM			Roadway			Drainage / Permitting		Traffic		Bridge / Walls				Utilities			Public Engagement		Support Staff										
		Sr Reg Eng	ES II	Reg Eng	Sr Reg Eng	Grad Eng	ES II	Sr Reg Eng	ES I	Sr Reg Eng	Reg Eng	Sr Reg Eng	Sr Reg Eng	Sr Reg Eng	Grad Eng	Sr Reg Eng	Reg Eng	Tech	Landscape Arch	Sr Reg Eng	Reg Eng	Reg Eng	ES II	Tech							
	Rates per Overhead of 160% and Fixed Fee of 10.0%	$ 273	$ 221	$ 138	$ 175	$ 104	$ 191	$ 221	$ 148	$ 224	$ 130	$ 201	$ 157	$ 170	$ 105	$ 216	$ 150	$ 82	$ 141	$ 249	$ 128	$ 123	$ 191	$ 82							
	Perform Survey																					8	8		16	$ 2,512				
	Prepare Base Mapping																					8	4		12	$ 1,747				
15.3	**BNSF Railway Company Corridor Survey**																														
	Perform Survey Top of Rail and Cross Sections (Flagging Expense Included)																					20	20		40	$ 6,281				
	Prepare Base Mapping																					8	8		16	$ 2,512				
	Prepare and Submit Temporary Occupancy Permit		2	8																					10	$ 1,548				
15.4	**Bridge Survey Coordination**																														
	Cooridinate Scans with other survey																						16		16	$ 3,061				
	SUBTOTAL HOURS	-	2	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	60	72	-	142				142	
	SUBTOTAL COST	$ -	$ 442	$ 1,107	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,362	$ 13,776	$ -		$ 22,687		$ -		$ 22,687
16	**Property Impacts/Right of Way Needs**																														
16.1	**Parcel Indentification**																														
	Identify Partial/Full Acquisitions and Temproary Easements for Each Concept				2																				2	$ 351				
	Prepare Figures Showing Impacts, Documentation, and Cost Estimates				2	8																	8		18	$ 2,712				
16.2	**MnDOT Staff Approved Layout**																														
	Final Right of Way Requirements on Layout				2																				2	$ 351				
	Cost Estimates			2	2																				4	$ 628				
	SUBTOTAL HOURS	-	-	2	8	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	-	26				26	
	SUBTOTAL COST	$ -	$ -	$ 277	$ 1,403	$ 831	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,531	$ -		$ 4,042		$ -		$ 4,042
20	**Traffic Signal Design**																														
	SRF																								-	$ -				
	SUBTOTAL HOURS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			542		542	
	SUBTOTAL COST	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -		$ 93,005		$ 93,005
21	**Street Lighting**																														
	SRF																								-	$ -				
	SUBTOTAL HOURS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			312		312	
	SUBTOTAL COST	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -		$ 54,141		$ 54,141
24	**Land Acquisition**																														
	SRF - Additional Service																								-	$ -				
	SUBTOTAL HOURS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					-	
	SUBTOTAL COST	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -				$ -	
25	**MnDOT Staff Approved Layout**																														
	SRF																														
	SUBTOTAL HOURS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			80		80	
	SUBTOTAL COST	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -		$ 19,196		$ 19,196
27	**Metropolitan Council's Controlled Access Approval**																														
	SRF																								-	$ -				
	SUBTOTAL HOURS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			10		10	
	SUBTOTAL COST	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -		$ 1,900		$ 1,900
28	**Transportation Management Plan**																														
	SRF																								-	$ -				
	SUBTOTAL HOURS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			618		618	
	SUBTOTAL COST	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -		$ 104,856		$ 104,856
29	**Permits**																														
29.1	**Permit Applications**																														
	Coon Creek Watershed District							24																	24	$ 5,298				
	Anoka County							2																	2	$ 442				
	MnDOT							2																	2	$ 442				
	BNSF Railway Company							4																	4	$ 883				
	U.S. Army Corps of Engineers							2																	2	$ 442				
	Minnesota Pollutiion Control Agency NPDES Construction							2																	2	$ 442				
	Agency Meetings (4)							4																	4	$ 883				
	SUBTOTAL HOURS	-	-	-	-	-	-	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40			64		104	
	SUBTOTAL COST	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,831	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 8,831		$ 12,238		$ 21,069
30	**Sanitary Sewer and Watermain**																														
30.1	*See Task 31, Final Design*																														
	SUBTOTAL HOURS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					-	
	SUBTOTAL COST	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -				$ -	
31	**Final Design**																														
31.1	**30% Plan Preparation**																														
	Title Sheet				1	1																		2	4	$ 444				
	General Layout				1	1																		2	4	$ 444				

TKDA

Project Fee Estimate

Client:	City of Coon Rapids	**Date:**	7/19/2024
Project:	TH610 and East River Road (CSAH 1) Interchange Modification Environmental Documents, Preliminary Design, and Final Design - Amendment 1	**By:**	ADC

Task	Task Description	Estimated Person Hours Required																								Total Hours TKDA	Total Dollars TKDA	Total Hours Teaming Partners	Total Dollars Teaming Partners	Total TEAM Hours	Total TEAM Dollars
		PM			Roadway			Drainage / Permitting		Traffic		Bridge / Walls				Utilities			Public Engagement		Support Staff										
		Sr Reg Eng	ES II	Reg Eng	Sr Reg Eng	Grad Eng	ES II	Sr Reg Eng	ES I	Sr Reg Eng	Reg Eng	Sr Reg Eng	Sr Reg Eng	Sr Reg Eng	Grad Eng	Sr Reg Eng	Reg Eng	Tech	Landscape Arch	Sr Reg Eng	Reg Eng	Reg Eng	ES II	Tech							
	Rates per Overhead of 160% and Fixed Fee of 10.0%	$ 273	$ 221	$ 138	$ 175	$ 104	$ 191	$ 221	$ 148	$ 224	$ 130	$ 201	$ 157	$ 170	$ 105	$ 216	$ 150	$ 82	$ 141	$ 249	$ 128	$ 123	$ 191	$ 82							
	Inplace Utility Plans															2	8	8							18	$ 2,292				
	Proposed Utility Plans (Sanitary and Watermain)															10	36	24							70	$ 9,538				
	Typical Sections				2	8	2																	4	16	$ 1,894				
	Alignment Plan and Tabulations				2	4																		4	10	$ 1,096				
	Inplace Topography and Removal Plans			2	2	4																		8	16	$ 1,703				
	Construction Plans			2	4	8																		8	22	$ 2,469				
	ADA Plans			2	4	8	4																	8	26	$ 3,235				
	Profiles				2	8																		8	18	$ 1,842				
	Superelevation Plans				2	4	2																	4	12	$ 1,479				
	Inplace Drainage & Removal Plans							8	8																16	$ 2,949				
	Drainage Plans							4	24																28	$ 4,432				
	Staging Concept Plans						4	2	2	8	36													8	60	$ 8,646				
	Signing Plans									4	8														12	$ 1,939				
	Cross Sections				4	16	4																		24	$ 3,129				
	Corridor Modeling				4	16																			20	$ 2,364				
31.1	**60% Plan Preparation**																														
	Incorporate and Document 30% Plan Review Comments			2	4	8	4	4	4																26	$ 4,049				
	Title Sheet				1	1																		2	4	$ 444				
	General Layout				1	1																		2	4	$ 444				
	Estimated Quantites			4	4	20	20																	8	56	$ 7,819				
	Standard Plates				2	2			2																6	$ 854				
	Earthwork Tabulations and Summary				8	16																			24	$ 3,065				
	Soils and Construction Notes			2	2	8																			12	$ 1,459				
	Tabulations				16	40	12																		68	$ 9,257				
	Existing Utility Plans															6	16	8							30	$ 4,355				
	Proposed Utility Plans (Sanitary and Watermain)															4	40	60							104	$ 11,811				
	Typical Sections				2	8	2																		12	$ 1,564				
	Design Details											4	8		20										32	$ 4,158				
	Standard Plans (including approach panels)				8	8	4		2			8	16	16	40										102	$ 14,332				
	Temporary Construction Plans				8	24	4																		36	$ 4,662				
	Alignment Plan and Tabulations				1	1																			2	$ 279				
	Inplace Topography and Removal Plans			2	8	16	4																		30	$ 4,107				
	Construction Plans			2	8	20	4																		34	$ 4,523				
	Profiles			2	8	20	4																		34	$ 4,523				
	Paving Plans				8	16																			24	$ 3,065				
	Superelevation Plans				2	12	2																		16	$ 1,980				
	ADA Plans			4	8	40	12																		64	$ 8,408				
	Retaining Wall Plans											8	24		60										92	$ 11,672				
	Noise Wall Plans											4	8	40	80										132	$ 17,261				
	Contour Plans					16		8	16																40	$ 5,794				
	Inplace Drainage & Removal Plans							2	8																10	$ 1,624				
	Drainage Plans							8	40																48	$ 7,681				
	Drainage Tabulations and Profiles							8	40																48	$ 7,681				
	Drainge Details							2	8																10	$ 1,624				
	Staged Drainage and Erosion Control							2	16																18	$ 2,807				
	Environmental Management Plans				8	16																			24	$ 3,065				
	SWPPP							2	4																6	$ 1,033				
	Erosion Control and Turf Establishment Plans							4	16																20	$ 3,249				
	Traffic Barrier Plans			4	12	48	16																		80	$ 10,706				
	Traffic Control Staging Plans						8			60	240														308	$ 46,251				
	Permanent Pavement Marking Plans									12	48														60	$ 8,944				
	Signing Plans									24	100														124	$ 18,409				
	Cross Sections				8	32	12																		52	$ 7,023				
	Corridor Modeling				24	80																			104	$ 12,520				
	Finalize construction limits, right of way, & easements			4	8	16																			28	$ 3,619				
	Submit five (5) sets of 60% plans w/ checklist			4				2																	6	$ 995				
	60% Cost Estimate / Cost Sharing			2	4	12		2	2				4		4										30	$ 4,010				
31.1	**95% Plan Preparation**																														
	Incorporate and Document 60% Plan Review Comments			8	8	12	8	8	16																60	$ 9,419				
	Title Sheet				1	1																			2	$ 279				
	General Layout				1	1																			2	$ 279				
	Estimated Quantites			4	4	20	20																		48	$ 7,159				

TKDA

Project Fee Estimate

Client:	City of Coon Rapids	**Date:**	7/19/2024
Project:	TH610 and East River Road (CSAH 1) Interchange Modification Environmental Documents, Preliminary Design, and Final Design - Amendment 1	**By:**	ADC

Task	Task Description	Estimated Person Hours Required																								Total Hours TKDA	Total Dollars TKDA	Total Hours Teaming Partners	Total Dollars Teaming Partners	Total TEAM Hours	Total TEAM Dollars
		PM			Roadway			Drainage / Permitting		Traffic		Bridge / Walls				Utilities			Public Engagement		Support Staff										
		Sr Reg Eng	ES II	Reg Eng	Sr Reg Eng	Grad Eng	ES II	Sr Reg Eng	ES I	Sr Reg Eng	Reg Eng	Sr Reg Eng	Sr Reg Eng	Sr Reg Eng	Grad Eng	Sr Reg Eng	Reg Eng	Tech	Landscape Arch	Sr Reg Eng	Reg Eng	Reg Eng	ES II	Tech							
	Rates per Overhead of 160% and Fixed Fee of 10.0%	$ 273	$ 221	$ 138	$ 175	$ 104	$ 191	$ 221	$ 148	$ 224	$ 130	$ 201	$ 157	$ 170	$ 105	$ 216	$ 150	$ 82	$ 141	$ 249	$ 128	$ 123	$ 191	$ 82							
	Standard Plates					2																			2	$ 208				
	Earthwork Tabulations and Summary				8	16																			24	$ 3,065				
	Soils and Construction Notes				2	4																			6	$ 766				
	Tabulations				12	24	8																		44	$ 6,129				
	Existing Utility Plans															4	8	2							14	$ 2,229				
	Proposed Utility Plans (Sanitary and Watermain)															10	24	40							74	$ 9,059				
	Typical Sections				2	8	2																		12	$ 1,564				
	Design Details											4	16		32										52	$ 6,673				
	Standard Plans (including approach panels)				8	8	4					8	16	16	40										100	$ 14,037				
	Temporary Construction Plans				2	16	2																		20	$ 2,395				
	Alignment Plan and Tabulations				1	1																			2	$ 279				
	Inplace Topography and Removal Plans				8	16	4																		28	$ 3,831				
	Construction Plans			2	8	20	4																		34	$ 4,523				
	Profiles			2	8	20	4																		34	$ 4,523				
	Paving Plans				8	16																			24	$ 3,065				
	Superelevation Plans				2	12	2																		16	$ 1,980				
	ADA Plans			2	4	24	8																		38	$ 5,002				
	Retaining Wall Plans											8	40		80										128	$ 16,282				
	Noise Wall Plans											8	16	40	80										144	$ 19,318				
	Contour Plans							4	12																16	$ 2,657				
	Inplace Drainage & Removal Plans							4	4																8	$ 1,475				
	Drainage Plans							2	8																10	$ 1,624				
	Drainage Tabulations and Profiles							8	32																40	$ 6,498				
	Drainge Details							4	16																20	$ 3,249				
	Staged Drainage and Erosion Control							2	8																10	$ 1,624				
	Environmental Management Plans				6	12																			18	$ 2,299				
	SWPPP								2																2	$ 296				
	Erosion Control and Turf Establishment Plans							2	8																10	$ 1,624				
	Traffic Barrier Plans			2	4	24	8																		38	$ 5,002				
	Traffic Control Staging Plans									40	140														180	$ 27,208				
	Permanent Pavement Marking Plans									8	32														40	$ 5,963				
	Signing Plans									20	60														80	$ 12,301				
	Cross Sections				4	24	8																		36	$ 4,725				
	Corridor Modeling				8	40																			48	$ 5,558				
	Submit five (5) sets of 95% plans w/ checklist			4																					4	$ 553				
	95% Cost Estimate / Cost Sharing			2	4	8		2	2				4		4										26	$ 3,594				
	Draft Specifications			4	8		4	2				8	4				8								38	$ 6,597				
31.1	**Final Hydraulic Design and Modeling of Preferred Alternative**																														
	Final Storm Sewer, Culvert, Ditch Design and Modeling							24	120																144	$ 23,042				
	Final Pond Design and Modeling							8	20																28	$ 4,723				
	Prepare Final Drainage Design Report							12	12																24	$ 4,424				
31.2	**Final Plans, Specifications and Estimates**																														
	Incorporate and Document 95% Plan Comments			12	8		8	8	8	8	8														60	$ 10,380				
	State Aid checklists and misc. documentation			4	4	16	8	2																	34	$ 4,889				
	Final Drainage Estimate							2	6																8	$ 1,329				
	Submit design computations and quantity calculations				8	12	12																		32	$ 4,946				
	Submit staking files				2	16	8																		26	$ 3,543				
	Submit Final Plans *(2 sets)*			4	4	4	4																		16	$ 2,436				
	100%/Final Cost Estimate / Cost Sharing				4			2				2	4												12	$ 2,172				
	Final Specifications							2				8	4				2								16	$ 2,975				
	SUBTOTAL HOURS	-	-	88	342	936	250	156	466	184	672	70	164	112	440	36	142	142	-	-	-	-	-	68	4,268		-		4,268	
	SUBTOTAL COST	$ -	$ -	$ 12,176	$ 59,988	$ 97,227	$ 47,834	$ 34,439	$ 68,904	$ 41,262	$ 87,543	$ 14,056	$ 25,722	$ 19,043	$ 46,208	$ 7,778	$ 21,293	$ 11,713	$ -	$ -	$ -	$ -	$ -	$ 5,609		$ 600,795		$ -		$ 600,795

TKDA

Project Fee Estimate

Client:	City of Coon Rapids	**Date:**	7/19/2024
Project:	TH610 and East River Road (CSAH 1) Interchange Modification Environmental Documents, Preliminary Design, and Final Design - Amendment 1	**By:**	ADC

Task	Task Description	Estimated Person Hours Required																								Total Hours TKDA	Total Dollars TKDA	Total Hours Teaming Partners	Total Dollars Teaming Partners	Total TEAM Hours	Total TEAM Dollars
		PM			Roadway			Drainage / Permitting		Traffic		Bridge / Walls				Utilities			Public Engagement		Support Staff										
		Sr Reg Eng	ES II	Reg Eng	Sr Reg Eng	Grad Eng	ES II	Sr Reg Eng	ES I	Sr Reg Eng	Reg Eng	Sr Reg Eng	Sr Reg Eng	Sr Reg Eng	Grad Eng	Sr Reg Eng	Reg Eng	Tech	Landscape Arch	Sr Reg Eng	Reg Eng	Reg Eng	ES II	Tech							
	Rates per Overhead of 160% and Fixed Fee of 10.0%	$ 273	$ 221	$ 138	$ 175	$ 104	$ 191	$ 221	$ 148	$ 224	$ 130	$ 201	$ 157	$ 170	$ 105	$ 216	$ 150	$ 82	$ 141	$ 249	$ 128	$ 123	$ 191	$ 82							
32	**BNSF Design Review**																														
32.1	*Design Review*																				160				160	$ 20,480				
	SUBTOTAL HOURS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	160	-	-	-	160				160	
	SUBTOTAL COST	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,480	$ -	$ -	$ -		$ 20,480				$ 20,480
	TOTAL LABOR HOURS																									**10,933**		**2,114**		**13,047**	
	TOTAL LABOR COSTS																										**$ 1,543,478**		**$ 447,845**		**$ 1,991,323**
Expenses:																															
	Travel																														$ 1,000
	Flagging for BNSF Survey ($2,000/day)																														$ 4,000
	Survey Equipment (GPS Unit, UAV Lidar, UAV Photogrammetry, and Mileage)																														$ 6,800
	BNSF Permit Fees																														$ 4,000
	SRF Expenses																														$ 2,000
	TOTAL TKDA TEAM PROJECT COST - BASE BID																														**$ 2,009,123**
ADDITIONAL SERVICES																															
Task 24, Land Acquisition - Appraisals (SRF Subconsultant)																															$ 81,550
Task 24, Land Acquisition - Relocation and Condemnation Assistance (SRF)																															$ 131,446
Task 24, Land Acquisition - Expenses (SRF)																															$ 5,275
Task 32, MnDOT ITS Modifications (SRF)																															$ 53,455
TOTAL TKDA TEAM PROJECT COST - ADDITIONAL SERVICES																															**$ 271,726**

SRF Consulting Group, Inc. Work Tasks and Person-Hour Estimates

Client: City of Coon Rapids

Project: TH 610 and East River Road (CSAH 1) Interchange Modification

Amendment #1

12773.PP

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	ADMIN	TOTAL HOURS	SRF COST
1.0	**Project Management**	**144**	**0**	**36**	**0**	**0**	**0**	**8**	**188**	**$42,835**
1.1	Monthly Invoice and Status Report	8	0	0	0	0	0	8	16	$2,714
1.2	Bi-Weekly Project Updates and General Project Management -15 months	100	0	0	0	0	0	0	100	$24,697
1.3	Project Management Team (PMT) meetings - 15	24	0	24	0	0	0	0	48	$10,283
1.4	Other Project Meetings - 8	12	0	12	0	0	0	0	24	$5,142
2.0	**Public Engagement**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
2.1	Public Engagement Plan	0	0	0	0	0	0	0	0	$0
2.2	Meetings	0	0	0	0	0	0	0	0	$0
2.3	Surveys	0	0	0	0	0	0	0	0	$0
2.4	Website Update Support	0	0	0	0	0	0	0	0	$0
3.0	**Environmental Document**	**0**	**20**	**40**	**40**	**0**	**0**	**0**	**100**	**$17,615**
3.1	Prepare a Minnesota Environmental Assessment Worksheet (EAW).	0	0	0	0	0	0	0	0	
3.2	Federal Categorical Exclusion	0	20	40	40	0	0	0	100	
4.0	**Noise Analysis**	**0**	**16**	**24**	**60**	**0**	**0**	**0**	**100**	**$16,889**
5.0	**ESA Phase 1 and 2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
5.1	ESA Phase 1	0	0	0	0	0	0	0	0	
5.2	ESA Phase 2	0	0	0	0	0	0	0	0	
6.0	**Alternatives Development and Evaluation**	**4**	**16**	**0**	**80**	**0**	**0**	**0**	**100**	**$16,556**
6.1	Project Goals and Develop Evaluation Criteria	0	0	0	0	0	0	0	0	$0
6.2	Develop Interchange Concepts	0	0	0	0	0	0	0	0	$0
6.3	Refine and Evaluate Planning Concepts	0	0	0	0	0	0	0	0	$0
6.4	Concept Study Report	4	16	0	80	0	0	0	100	$16,556
7.0	**Travel Demand Forecasting**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
8.0	**Traffic Analysis**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
9.0	**Crash analysis**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
10.0	**Wetland Delineation (Permitting/Environmental Review)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
11.0	**Preliminary Drainage Analysis and Report**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
12.0	**Structural Evaluation**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
12.1	TH 610 Bridges 02023 and 02024 over East River Road	0	0	0	0	0	0	0	0	
12.2	TH 610 Bridges 02025 and 02026 over BNSF Railroad	0	0	0	0	0	0	0	0	
12.3	Retaining Walls	0	0	0	0	0	0	0	0	
13.0	**Utilities**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
14.0	**Geotechnical Analysis**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
15.0	**Topographical Survey**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
16.0	**Property Impacts/Right of Way Needs**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
17.0	**Benefit-Cost Analysis**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
18.0	**Design Memo**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
19.0	**ICE Reports**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
20.0	**Traffic Signal Design**	**8**	**50**	**0**	**160**	**0**	**320**	**4**	**542**	**$83,040**
21.0	**Street Lighting**	**2**	**60**	**0**	**0**	**60**	**190**	**0**	**312**	**$48,340**
22.0	**Trail Design (Preliminary Design)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
23.0	**Cross Sections and Construction Limits for Preferred Alternative**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
24.0	**Land Acquisition (See Optional Task Acquisition and Relocation)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
25.0	**MnDOT Staff Approved Layout**	**0**	**80**	**0**	**0**	**0**	**0**	**0**	**80**	**$17,139**
26.0	**Funding Application**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
27.0	**Metropolitan Council's Controlled Access Approval**	**4**	**0**	**0**	**0**	**4**	**0**	**2**	**10**	**$1,696**
28.0	**Transportation Management Plan**	**56**	**18**	**0**	**256**	**272**	**0**	**16**	**618**	**$93,621**
28.1	Prepare Staging Alternatives Analysis Report	20	0	0	80	100	0	4		
28.2	Prepare Local Road TMP Analysis	20	0	0	80	80	0	4		
28.3	Prepare Mitigation Development	16	0	0	60	80	0	4		
28.4	Document Decisions and Prepare TMP	0	18	0	36	12	0	4		
29.0	**Permits**	**0**	**8**	**24**	**32**	**0**	**0**	**0**	**64**	**$10,926**
	WCA/USACE Draft Joint Application Form	0	8	24	32	0	0	0		
30.0	**Sanitary Sewer and Watermain**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
31.0	**Final Design**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
31.1	Final Plans	0	0	0	0	0	0	0	0	
31.2	Project Specification and Special Provisions	0	0	0	0	0	0	0	0	
31.3	Final Construction Cost Estimate	0	0	0	0	0	0	0	0	
31.4	Bidding Administration (Optional Task)	0	0	0	0	0	0	0	0	
32.0	**Other Tasks**	**20**	**80**	**0**	**0**	**125**	**65**	**0**	**290**	**$47,727**
32.A	MnDOT ITS Design Plans	20	80	0	0	125	65	0		
	TOTAL ESTIMATED PERSON-HOURS	**238**	**348**	**124**	**628**	**461**	**575**	**30**	**2404**	
	AVERAGE HOURLY RATES	$83.00	$72.00	$61.00	$51.00	$44.00	$48.00	$31.00		
	OVERHEAD RATE	165.67%								
	ESTIMATED LABOR AND OVERHEAD	$52,480	$66,566	$20,095	$85,089	$53,889	$73,325	$2,471		$353,915
	FIXED FEE								12%	$42,470
	TOTAL LABOR COSTS									$396,385
	EXPENSES									$2,000
	TOTAL ESTIMATED FEE without Optional Tasks									**$398,385**
	OPTIONAL TASKS									
24.0	**Land Acquisition (Acquisition and Relocation) 8 Total, 13 partial**	**50**	**0**	**130**	**256**	**320**	**0**	**160**	**916**	**$131,446**

SRF Consulting Group, Inc. Work Tasks and Person-Hour Estimates

Client: City of Coon Rapids
Project: TH 610 and East River Road (CSAH 1) Interchange Modification

Amendment #1

12773.PP

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	ADMIN	TOTAL HOURS	SRF COST
24.1	**Subs (Appraisals, Review Appraisals)**									**$81,550**
24.2	**SRF Expenses**									**$5,275**
	OPTIONAL TASKS									**$218,271**
	TOTAL ESTIMATED FEE With OPTIONAL TASKS									**$616,656**

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB196859

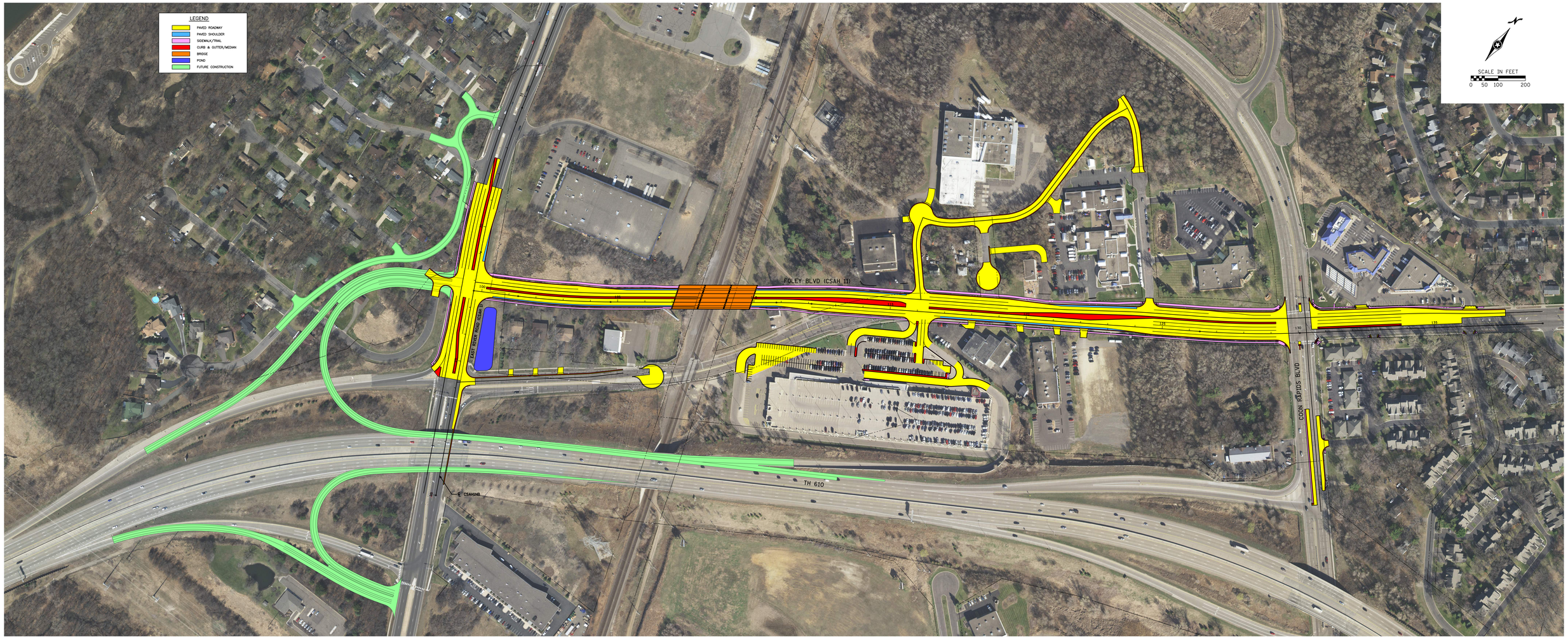
City of Coon Rapids - TH 610 and East River Road

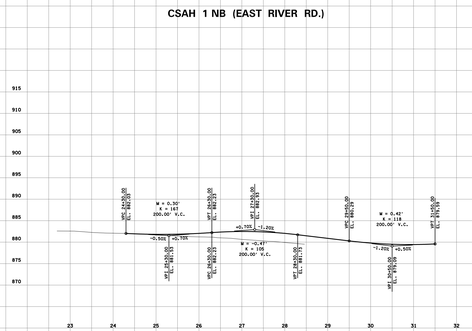
Client:	Work Site Address:	Service Description:
TKDA Matthew Christensen 444 Cedar Street, Suite 1500 Saint Paul, MN 55101 (651) 292-4400	Trunk Highway 610 & East River Road (CSAH 1) Coon Rapids, MN	Modified Phase I Environmental Site Assessment (ESA) Update & Phase II Drilling Investigation TKDA Project No: 0018221.000

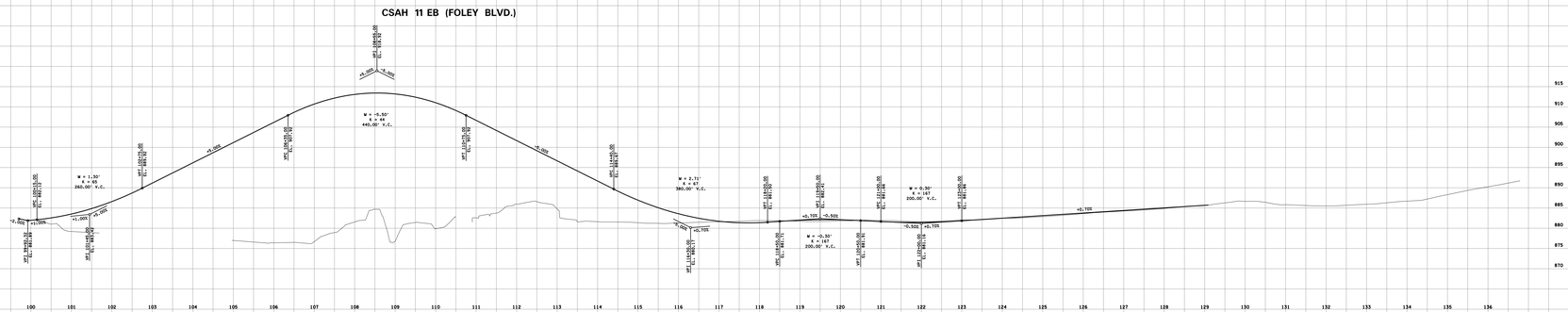
	Description	Quantity	Units	Unit Price	Extension
Phase 1	**Modified Phase I ESA Corridor Update**				
Activity 1.1	**Site Visit & Reporting**				**$5,672.00**
SUB	Subcontractor	1.00	Each	750.00	$750.00
1868	ENV Trip Charge	1.00	Each	50.00	$50.00
360	Project Assistant	2.00	Hour	84.00	$168.00
395	Senior Consultant I	2.00	Hour	190.00	$380.00
393	Project Consultant II	25.00	Hour	140.00	$3,500.00
397	Principal Consultant I	1.00	Hour	200.00	$200.00
371	CADD/Graphics Operator	2.00	Hour	128.00	$256.00
363	Project Control Specialist	2.00	Hour	184.00	$368.00
				Phase 1 Total:	**$5,672.00**
Phase 2	**Phase II Drilling Investigation**				
Activity 2.1	**Drilling Services**				**$20,595.00**
9400	GeoProbe Services, per hour	51.50	Each	220.00	$11,330.00
205	Site layout and utility clearance	8.00	Hour	85.00	$680.00
1862	Utility Trip Charge	1.00	Each	50.00	$50.00
288	Project Assistant	4.00	Hour	84.00	$336.00
9954	Steam cleaning of drill rig and tool, per steam	1.00	Each	152.00	$152.00
371	CADD/Graphics Operator	1.00	Hour	128.00	$128.00
9730	Grout with bentonite, materials per foot	625.00	Each	2.00	$1,250.00
1087	Mobilization	1.00	Each	500.00	$500.00
SUB	Subcontractor-Traffic Control	1.00	Each	3,000.00	$3,000.00
9704	Piezometer or well casing - 1" PVC, per foot	200.00	Each	6.00	$1,200.00
9714	Well Screen - 1" PVC, per foot	70.00	Each	6.00	$420.00
5099	Trimble R8 Rover (horizontal and vertical), per hour	6.00	Each	69.00	$414.00
126	Project Engineer	4.00	Hour	190.00	$760.00
9902	Sealing records, each	5.00	Each	75.00	$375.00
Activity 2.2	**Soil Screening & Field Oversight**				**$8,070.00**
5036	PID w/10.6 eV lamp, per day	6.00	Each	175.00	$1,050.00
1868	ENV Trip Charge	6.00	Each	50.00	$300.00
390	Staff Consultant III	56.00	Hour	120.00	$6,720.00
Activity 2.3	**Analytical Testing**				**$12,000.00**
SUB	Subcontractor - Laboratory Analytical	30.00	Each	400.00	$12,000.00
Activity 2.4	**Work Plan Prep., Project Management, Meetings & Reporting**				**$11,008.00**
360	Project Assistant	4.00	Hour	84.00	$336.00

	363	**Project Control Specialist**	6.00	Hour	184.00	$1,104.00
	371	**CADD/Graphics Operator**	6.00	Hour	128.00	$768.00
	395	**Senior Consultant I**	20.00	Hour	190.00	$3,800.00
	393	**Project Consultant II**	30.00	Hour	140.00	$4,200.00
	398	**Principal Consultant II**	4.00	Hour	200.00	$800.00
					Phase 2 Total:	**$51,673.00**

Proposal Total:	**$57,345.00**


LEGEND
PAVED ROADWAY
PAVED SHOULDER
SIDEWALK/TRAIL
CURB & GUTTER/MEDIAN
BRIDGE
POND
FUTURE CONSTRUCTION
SCALE IN FEET
0 50 100 200
FOLEY BLVD (CSAH 11)
EAST RIVER ROAD (CSAH 1)
COON RAPIDS BLVD
TH 610
℄ CSAH1NB


CSAH 1 NB (EAST RIVER RD.)
915
910
905
900
895
890
885
880
875
870
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CSAH 11 EB (FOLEY BLVD.)
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905
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895
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City Council Regular **16.**

Meeting Date: 08/05/2024

Subject: Consider Agreements and Resolution 24-76 Budget Amendment for Project 24-21, Miscellaneous Compost

Submitted For: Tim Himmer, Public Works Director

From: Sarah Greene, Administrative Support Lead - PW

INTRODUCTION

The Council is asked to consider three agreements and a related budget amendment to dispose of accumulated compost material that has been stored at the City's south yard (9160 Evergreen Blvd).

DISCUSSION

For decades, the City has utilized its south yard to store various consolidated materials such as trees/stumps, park and landscape improvement project debris, street sweepings and other organic discards. The site is adjacent to Pleasure Creek and large stormwater ponds. In 2021, the Coon Creek Watershed District (CCWD) installed the Pleasure Creek biochar and iron-enhanced sand filter (BIESF) in conjunction with the City. Site remediation was discussed at the time, but the BIESF project was funded by a Clean Water Fund grant that did not include additional construction activities on City property, and City funds were not budgeted or available at the time.

In order to remediate the site, staff recently solicited quotes from contractors to manage and dispose of the materials properly. Proposed agreements will include excavating/loading at the site, trucking/hauling materials offsite, and receiving the materials to be repurposed or disposed of. The agreements are as follows:

1. Dakota Transport, Inc. - Haul Materials - $200/load
2. Randy Wesp Excavating, LLC - Site Excavation/Load Materials - $225/hour
3. Rivard Companies, Inc. - Receive Materials - $3/CY

Based upon the above quotes and estimated volume of material on site, the total cost of material disposal will be approximately $425,000. The trucking agreement is estimated at $250,000, loading at $75,000, and disposal at $100,000. Per the City's purchasing policy, the City Attorney has reviewed the proposed work and (3) agreements for contracted services.

Pending approval, work will commence as soon as feasible and be completed by fall 2024.

RECOMMENDATION

Staff recommends the Council:

- Approve project 24-21, Miscellaneous Compost Disposal, and authorize staff to execute three Standard Agreements for Contracted Services as described herein; and
- Adopt Resolution No. 24-76 amending the 2024 Storm Water Fund Budget.

BUDGET IMPACT:

Reviewing the Storm Fund (640) following award of contracts and completion of various approved projects, staff believes there are adequate 2024 budgeted funds in this account to reallocate and address the material disposal.

Staff will include ongoing disposal costs in future annual budgets.

Attachments

Trucking Agreement
Loading Agreement
Materials Agreement
Resolution No. 24-76

File #: ENG 24-21A

AGREEMENT FOR CONTRACT SERVICES
City of Coon Rapids

This Agreement ("Agreement") is made on the 5th day of August, 2024, between the City of Coon Rapids, Minnesota (hereinafter "City"), whose business address is 11155 Robinson Drive NW, Coon Rapids, MN 55433, and **Dakota Transport, Inc**, a Minnesota business corporation (hereinafter called "Contractor") whose business address is **6445 210th St E, Hampton, MN 55031**.

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of contractors to provide a variety of services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the provision of services by Contractor for **Trucking of sweeping/compost** hereinafter referred to as the "Work".

The City and Contractor agree as follows:

1. **Scope of Work.** The Contractor agrees to provide, perform and complete all the provisions of the Work in accordance with attached Exhibit A. Any general or specific conditions, terms, agreements, consultant or industry proposal, or contract terms attached to or a part of Exhibit A are declined in full and, accordingly, are deleted and shall not be in effect in any manner.

2. **Effective Date and Term of Agreement**. This Agreement shall become effective as of August 6, 2024. **The work shall be completed by the agreed upon date of** December 31, 2024.

3. **Obligations of Contractor**. Contractor shall conform to the following obligations:
    a. Contractor shall provide the materials and services as set forth in Exhibit A.

    b. Contractor and its employees will park in service areas or lots and use entries and exits as designated by City. Contractor's personnel will contact the appropriate person (i.e. receptionist, maintenance personnel, security, etc,) immediately upon entering the building, and will sign in and out if required by City.

    c. Care, coordination and communication by Contractor is imperative so that guests and employees in the buildings are not disturbed or inconvenienced during the performance of the contracted services.

d. Contractor's personnel must be neat appearing, wear a uniform and badge that clearly identifies them as a service contractor, and abide by City's no smoking policies.

e. Contractor must honor the City's request to reassign an employee for cause. Cause may include performance below acceptable standards or failure to present the necessary image or attitude, in the judgment of the owner, to present a first-class operation.

f. When necessary, Contractor's personnel will be provided with keys or access cards in order to perform their work. Any lost keys or cards that result in rekeying a space or other cost to the City will be billed back to the Contractor.

4. **City's Obligations**. City will do or provide to Contractor the following:
   a. Provide access to City properties as appropriate.

5. **Compensation for Services.** City agrees to pay the Contractor for the labor, materials and services rendered pursuant to this Agreement and as described in Contractor's proposal.

   a. Any changes in the scope of the work which may result in an increase to the compensation due the Contractor shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.

   b. If Contractor is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.

6. **Method of Payment**.
   a. Contractor shall prepare and submit to City, on a monthly basis, itemized invoices setting forth work performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City.

   b. No fuel surcharges or surcharges of any kind will be accepted nor will they be paid.

7. **Project Manager.** The Contractor shall designate a Project Manager and notify the City in writing of the identity of the Project Manager before starting work on the Project. The

Project Manager shall be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Contractor may not remove or replace the Project Manager without the approval of the City.

8. **Standard of Care.** Contractor shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under similar circumstances in Anoka County, Minnesota. Contractor shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Contractor's breach of this standard of care. Contractor shall put forth reasonable efforts to complete its duties in a timely manner. Contractor shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Contractor shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

9. **Insurance.**
   a. General Liability. Prior to starting the Work, Contractor shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Contractor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law.

   b. Contractor shall procure and maintain the following minimum insurance coverages and limits of liability for the Work:

Worker's Compensation	Statutory Limits
Employer's Liability	$500,000 each accident $500,000 disease policy limit $500,000 disease each employee
Commercial General Liability	$1,000,000 property damage and bodily injury per occurrence $2,000,000 general aggregate $2,000,000 Products – Completed Operations Aggregate $100,000 fire legal liability each occurrence $5,000 medical expense
Comprehensive Automobile	

Liability	$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owed vehicles.)
Umbrella or Excess Liability	$1,000,000

c. Commercial General Liability. The Commercial General Liability Policy shall be on ISO form CG 00 01 12 07 or CG 00 01 04 13, or the equivalent. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

d. Contractor shall maintain "stop gap" coverage if Contractor obtains Workers' Compensation coverage from any state fund if Employer's liability coverage is not available.

e. All policies, except the Worker's Compensation Policy, shall name the "City of Coon Rapids" as an additional insured.

f. **All policies**, except the Worker's Compensation Policy, Automobile Policy, and Professional Liability Policy, shall name the "**City of Coon Rapids" as an additional insured** including products and completed operations.

g. All polices shall contain a waiver of subrogation in favor of the City.

h. All General Liability policies, Automobile Liability policies, and Umbrella policies shall contain a waiver of subrogation in favor of the City.

i. All polices, except the Worker's Compensation Policy, shall insure the defense and indemnity obligations assumed by Contractor under this Agreement.

j. Contractor agrees to maintain all coverage required herein throughout the term of the Agreement and for a minimum of two (2) years following City's written acceptance of the Work.

k. It shall be Contractor's responsibility to pay any retention or deductible for the coverages required herein.

l. All policies shall contain a provision or endorsement that coverages afforded thereunder shall not be cancelled or non-renewed or restrictive modifications added, without thirty (30) days' prior notice to the City, except that if the

cancellation or non-renewal is due to non-payment, the coverages may not be terminated or non-renewed without ten (10) days' prior notice to the City.

m. Contractor shall maintain in effect all insurance coverages required under this Paragraph at Contractor's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing.

n. **A copy of the Contractor's Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with City prior to the start of Contractor's Work.** Upon request a copy of the Contractor's insurance declaration page, Rider and/or Endorsement, as applicable, shall be provided. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Contractor has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents and receipt thereof shall not relieve Contractor from, nor be deemed a waiver of, City's right to enforce the terms of Contractor's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.

o. Effect of Contractor's Failure to Provide Insurance. If Contractor fails to provide the specified insurance, then Contractor will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Contractor, its subcontractors, agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

   If a claim arises within the scope of the stated indemnity, the City may require Contractor to:

   i. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or

ii. Furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company.

Contractor will take the action required by the City within fifteen (15) days of receiving notice from the City.

10. **Indemnification**. Contractor will defend and indemnify City, its officers, agents, and employees and hold them harmless from and against all judgments, claims, damages, costs and expenses, including a reasonable amount as and for its attorney's fees paid, incurred or for which it may be liable resulting from any breach of this Agreement by Contractor, its agents, contractors and employees, or any negligent or intentional act or omission performed, taken or not performed or taken by Contractor, its agents, contractors and employees, relative to this Agreement. City will indemnify and hold Contractor harmless from and against any loss for injuries or damages arising out of the negligent acts of the City, its officers, agents or employees.

11. **Warranty**. The Contractor expressly warrants and guarantees to the City that all Work performed and all materials furnished shall be in accord with the Agreement and shall be free from defects in materials, workmanship, and operation which appear within a period of one year, or within such longer period as may be prescribed by law or in the terms of the Agreement, from the date of City's written acceptance of the Work. The City's rights under the Contractor's warranty are not the City's exclusive remedy. The City shall have all other remedies available under this Agreement, at law or in equity.

    Should any defects develop in the materials, workmanship or operation of the system within the specified period, upon notice from the City, the Contractor agrees, within ten (10) calendar days after receiving written notice and without expense to the City, to repair, replace and in general to perform all necessary corrective Work with regard to the defective or nonconforming Work or materials to the satisfaction of the City. THE FOREGOING SHALL NOT IN ANY MANNER LIMIT THE CITY'S REMEDY OR THE CONTRACTOR'S LIABILITY TO THOSE DEFECTS APPEARING WITHIN THE WARRANTY PERIOD. The Contractor agrees to perform the Work in a manner and at a time so as to minimize any damages sustained by the City and so as to not interfere with or in any way disrupt the operation of the City or the public.

    The corrective Work referred to above shall include without limitation, (a) the cost of removing the defective or nonconforming Work and materials from the site, (b) the cost of correcting all Work of other Contractors destroyed or damaged by defective or nonconforming Work and materials including the cost of removal of such damaged Work and materials form the site, and (c) the cost of correcting all damages to Work of other Contractors caused by the removal of the defective or nonconforming Work or materials.

    The Contractor shall post bonds to secure the warranties.

12. **Termination**.
    a. This Agreement may be terminated at any time by either party for breach or non-performance of any provision of this Agreement in accordance with the following. The party ("notifying party") who desires to terminate this Agreement for breach or non-performance of the other party ("notified party") shall give the notified party notice in writing of the notifying party's desire to terminate this Agreement describing the breach or non-performance of this Agreement entitling it to do so. The notified party shall have five (5) days from the date of such notice to cure the breach or non-performance. Upon failure of the notified party to do so, this Agreement shall automatically terminate.

    b. Upon the termination of this Agreement, whether by expiration of the original or any extended term or terms hereof, or for any other reason, Contractor shall have the right, within a reasonable time after such termination to remove from City's premises any and all of Contractor's equipment and other property. Except for liability resulting from acts or omissions of a party, arising, taken or omitted prior to such termination, the rights and obligations of each party resulting from this Agreement shall cease upon such termination. Any prior liability of a party shall survive termination of this Agreement.

    c. In the event of dissolution, termination of existence, insolvency, appointment of a receiver, assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law, or the service of any warrant, attachment, levy or similar process involving Contractor, City may, at its option in addition to any other remedy to which City may be entitled, immediately terminate this Agreement by notice to Contractor, in which event, this Agreement shall terminate on the notice becoming effective.

13. **Independent Contractor**. Contractor is an independent contractor engaged by City to perform the services described herein and as such (i) shall employ such persons as it shall deem necessary and appropriate for the performance of its obligations pursuant to this Agreement, who shall be employees, and under the direction, of Contractor and in no respect employees of City, and (ii) shall have no authority to employ persons, or make purchases of equipment on behalf of City, or otherwise bind or obligate City. No statement herein shall be construed so as to find the Contractor an employee of the City.

14. **Mediation**. Each dispute, claim or controversy arising from or related to this agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for

mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Coon Rapids unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

GENERAL TERMS AND CONDITIONS

15. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

16. **Compliance with Laws and Regulations.** In providing services hereunder, the Contractor shall abide by statutes, ordinances, rules, and regulations pertaining to the provisions of services to be provided. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

17. **Conflicts.** No salaried officer or employee of the City and no member of the Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders the Agreement void.

18. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

19. **Damages**. In the event of a breach of this Agreement by the City, Contractor shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.

20. **Employees**. Contractor agrees not to hire any employee or former employee of City and City agrees not to hire any employee or former employee of Contractor prior to termination of this Agreement and for one (1) year thereafter, without prior written consent of the former employer in each case.

21. **Enforcement**. The Contractor shall reimburse the City for all costs and expenses, including without limitation, attorneys' fees paid or incurred by the City in connection with the enforcement by the City during the term of this Agreement or thereafter of any of the rights or remedies of the City under this Agreement.

22. **Entire Agreement, Construction, Application and Interpretation.** This Agreement is in furtherance of the City's public purpose mission and shall be construed, interpreted, and applied pursuant to and in conformance with the City's public purpose mission. The entire agreement of the parties is contained herein. This Agreement supersedes all oral

agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.

24. **Non-Discrimination.** During the performance of this Agreement, the Contractor shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, or marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

25. **Notice**. Any notice required or permitted to be given by a party upon the other is given in accordance with this Agreement if it is directed to either party by delivering it personally to an officer of the party, or if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed to the address listed on page 1 hereof. Notices shall be deemed effective on the earlier of the date of receipt or the date of mailing or deposit as aforesaid, provided, however, that if notice is given by mail or deposit, that the time for response to any notice by the other party shall commence to run one business day after any such mailing or deposit. A party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

26. **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

27. **Services Not Provided For.** No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City.

28. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

29. **Statutory Provisions.**

a. Audit Disclosure. The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement.

b. Data Practices. Any reports, information, or data in any form given to, or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Contractor in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and Contractor shall comply with those requirements as if it were a government entity. All subcontracts entered into by Contractor in relation to this Agreement shall contain similar Data Practices Act compliance language.

30. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

Executed as of the day and year first written above.

COON RAPIDS:

By:

_____
Jerry Koch, Mayor

Approved as to Form and Content

By:

_____
David Brodie
City Attorney

_____
Matt Stemwedel, City Manager

CONTRACTOR:

Dakota Transport, Inc

By_____

Title_____

EXHIBIT A

2024 Quote

TRANSPORT, INC.
6445 210th Street E
Hampton, MN 55031

Fax #	Phone #	Date
651-437-4999	651-437-4988	6/18/2024

Customer
City of Coon Rapids **Josh Peterson**

Contact Information
Josh Peterson jpeterson@coonrapidsmn.gov

Description	Quantity	Haul Rate	
Pick up : City of Coon Rapids			
8160 Evergreen Blvd			
Coon Rapids, MN 55433			
Delivery Address: Rivard Compaies			
19801 MN-65			
East Bethel, MN 55011			
Compost/Yard waste	**31,000 CY**	**$200.00**	**Per Load**
Approximately 40yds load sizes			

Please call Lyle at 612-868-8984 or Mason 651-829-7323 for any questions you may have. Thank you

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Advance Insurance Agency
5241 Viking Drive Ste 200
Edina MN 55435

CONTACT NAME: Neil Sawdey
PHONE (A/C, No, Ext): (952)842-1108 **FAX (A/C, No):** (952)831-0572
E-MAIL ADDRESS: nsawdey@advanceins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Employers Mutual Casualty Co	21415
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Dakota Transport, Inc
6445 210th St E
Hampton MN 55031-9693

COVERAGES **CERTIFICATE NUMBER:** 24/25 COI Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			4D58364	7/26/2024	7/26/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / X SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			4E58364	7/26/2024	7/26/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	$1,000,000
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			4J58364	7/26/2024	7/26/2025	EACH OCCURRENCE AGGREGATE	$ $	1,000,000 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	
A	Motor Truck Cargo			4C58364	7/26/2024	7/26/2025	Limit Deductible	$ $	100,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
jpeterson@coonrapidsmn.gov
City of Coon Rapids
1831 111th Ave NW
Coon Rapids, MN 55433

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John Hall/S173

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File #: ENG 24-21B

AGREEMENT FOR CONTRACT SERVICES
City of Coon Rapids

This Agreement ("Agreement") is made on the 24th day of July, 2024, between the City of Coon Rapids, Minnesota (hereinafter "City"), whose business address is 11155 Robinson Drive NW, Coon Rapids, MN 55433, and **Randy Wesp Excavating, LLC**, a Minnesota limited liability company (hereinafter called "Contractor") whose business address is **17619 Tulip St. NW, Andover, MN 55304**.

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of contractors to provide a variety of services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the provision of services by Contractor for **Loading of sweeping/compost,** hereinafter referred to as the "Work".

The City and Contractor agree as follows:

1. **Scope of Work.** The Contractor agrees to provide, perform and complete all the provisions of the Work in accordance with attached Exhibit A. Any general or specific conditions, terms, agreements, consultant or industry proposal, or contract terms attached to or a part of Exhibit A are declined in full and, accordingly, are deleted and shall not be in effect in any manner.

2. **Effective Date and Term of Agreement**. This Agreement shall become effective as of August 6, 2024. **The work shall be completed by the agreed upon date of** December 31, 2024.

3. **Obligations of Contractor**. Contractor shall conform to the following obligations:
    a. Contractor shall provide the materials and services as set forth in Exhibit A.

    b. Contractor and its employees will park in service areas or lots and use entries and exits as designated by City. Contractor's personnel will contact the appropriate person (i.e. receptionist, maintenance personnel, security, etc,) immediately upon entering the building, and will sign in and out if required by City.

    c. Care, coordination and communication by Contractor is imperative so that guests and employees in the buildings are not disturbed or inconvenienced during the performance of the contracted services.

d. Contractor's personnel must be neat appearing, wear a uniform and badge that clearly identifies them as a service contractor, and abide by City's no smoking policies.

e. Contractor must honor the City's request to reassign an employee for cause. Cause may include performance below acceptable standards or failure to present the necessary image or attitude, in the judgment of the owner, to present a first-class operation.

f. When necessary, Contractor's personnel will be provided with keys or access cards in order to perform their work. Any lost keys or cards that result in rekeying a space or other cost to the City will be billed back to the Contractor.

4. **City's Obligations**. City will do or provide to Contractor the following:
   a. Provide access to City properties as appropriate.

5. **Compensation for Services.** City agrees to pay the Contractor for the labor, materials and services rendered pursuant to this Agreement and as described in Contractor's proposal.

   a. Any changes in the scope of the work which may result in an increase to the compensation due the Contractor shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.

   b. If Contractor is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.

6. **Method of Payment**.
   a. Contractor shall prepare and submit to City, on a monthly basis, itemized invoices setting forth work performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City.

   b. No fuel surcharges or surcharges of any kind will be accepted nor will they be paid.

7. **Project Manager.** The Contractor shall designat a Project Manager and notify the City in writing of the identity of the Project Manager before starting work on the Project. The Project Manager shall be assisted by other staff members as necessary to facilitate the

completion of the Work in accordance with the terms established herein. Contractor may not remove or replace the Project Manager without the approval of the City.

8. **Standard of Care.** Contractor shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under similar circumstances in Anoka County, Minnesota. Contractor shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Contractor's breach of this standard of care. Contractor shall put forth reasonable efforts to complete its duties in a timely manner. Contractor shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Contractor shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

9. **Insurance.**
   a. General Liability. Prior to starting the Work, Contractor shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Contractor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law.

   b. Contractor shall procure and maintain the following minimum insurance coverages and limits of liability for the Work:

Worker's Compensation	Statutory Limits
Employer's Liability	$500,000 each accident $500,000 disease policy limit $500,000 disease each employee
Commercial General Liability	$1,000,000 property damage and bodily injury per occurrence $2,000,000 general aggregate $2,000,000 Products – Completed Operations Aggregate $100,000 fire legal liability each occurrence $5,000 medical expense
Comprehensive Automobile Liability	$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owed vehicles.)

Umbrella or Excess Liability $1,000,000

c. Commercial General Liability. The Commercial General Liability Policy shall be on ISO form CG 00 01 12 07 or CG 00 01 04 13, or the equivalent. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

d. Contractor shall maintain "stop gap" coverage if Contractor obtains Workers' Compensation coverage from any state fund if Employer's liability coverage is not available.

e. All policies, except the Worker's Compensation Policy, shall name the "City of Coon Rapids" as an additional insured.

f. **All policies**, except the Worker's Compensation Policy, Automobile Policy, and Professional Liability Policy, shall name the "**City of Coon Rapids" as an additional insured** including products and completed operations.

g. All polices shall contain a waiver of subrogation in favor of the City.

h. All General Liability policies, Automobile Liability policies, and Umbrella policies shall contain a waiver of subrogation in favor of the City.

i. All polices, except the Worker's Compensation Policy, shall insure the defense and indemnity obligations assumed by Contractor under this Agreement.

j. Contractor agrees to maintain all coverage required herein throughout the term of the Agreement and for a minimum of two (2) years following City's written acceptance of the Work.

k. It shall be Contractor's responsibility to pay any retention or deductible for the coverages required herein.

l. All policies shall contain a provision or endorsement that coverages afforded thereunder shall not be cancelled or non-renewed or restrictive modifications added, without thirty (30) days' prior notice to the City, except that if the cancellation or non-renewal is due to non-payment, the coverages may not be terminated or non-renewed without ten (10) days' prior notice to the City.

m. Contractor shall maintain in effect all insurance coverages required under this Paragraph at Contractor's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing.

n. **A copy of the Contractor's Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with City prior to the start of Contractor's Work.** Upon request a copy of the Contractor's insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Contractor has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents and receipt thereof shall not relieve Contractor from, nor be deemed a waiver of, City's right to enforce the terms of Contractor's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.

o. Effect of Contractor's Failure to Provide Insurance. If Contractor fails to provide the specified insurance, then Contractor will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Contractor, its subcontractors, agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

   If a claim arises within the scope of the stated indemnity, the City may require Contractor to:

   i. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
   ii. Furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company.

Contractor will take the action required by the City within fifteen (15) days of receiving notice from the City.

10. **Indemnification**. Contractor will defend and indemnify City, its officers, agents, and employees and hold them harmless from and against all judgments, claims, damages, costs and expenses, including a reasonable amount as and for its attorney's fees paid, incurred or for which it may be liable resulting from any breach of this Agreement by Contractor, its agents, contractors and employees, or any negligent or intentional act or omission performed, taken or not performed or taken by Contractor, its agents, contractors and employees, relative to this Agreement. City will indemnify and hold Contractor harmless from and against any loss for injuries or damages arising out of the negligent acts of the City, its officers, agents or employees.

11. **Warranty**. The Contractor expressly warrants and guarantees to the City that all Work performed and all materials furnished shall be in accord with the Agreement and shall be free from defects in materials, workmanship, and operation which appear within a period of one year, or within such longer period as may be prescribed by law or in the terms of the Agreement, from the date of City's written acceptance of the Work. The City's rights under the Contractor's warranty are not the City's exclusive remedy. The City shall have all other remedies available under this Agreement, at law or in equity.

    Should any defects develop in the materials, workmanship or operation of the system within the specified period, upon notice from the City, the Contractor agrees, within ten (10) calendar days after receiving written notice and without expense to the City, to repair, replace and in general to perform all necessary corrective Work with regard to the defective or nonconforming Work or materials to the satisfaction of the City. THE FOREGOING SHALL NOT IN ANY MANNER LIMIT THE CITY'S REMEDY OR THE CONTRACTOR'S LIABILITY TO THOSE DEFECTS APPEARING WITHIN THE WARRANTY PERIOD. The Contractor agrees to perform the Work in a manner and at a time so as to minimize any damages sustained by the City and so as to not interfere with or in any way disrupt the operation of the City or the public.

    The corrective Work referred to above shall include without limitation, (a) the cost of removing the defective or nonconforming Work and materials from the site, (b) the cost of correcting all Work of other Contractors destroyed or damaged by defective or nonconforming Work and materials including the cost of removal of such damaged Work and materials form the site, and (c) the cost of correcting all damages to Work of other Contractors caused by the removal of the defective or nonconforming Work or materials.

    The Contractor shall post bonds to secure the warranties.

12. **Termination**.
    a. This Agreement may be terminated at any time by either party for breach or non-performance of any provision of this Agreement in accordance with the following.

The party ("notifying party") who desires to terminate this Agreement for breach or non-performance of the other party ("notified party") shall give the notified party notice in writing of the notifying party's desire to terminate this Agreement describing the breach or non-performance of this Agreement entitling it to do so. The notified party shall have five (5) days from the date of such notice to cure the breach or non-performance. Upon failure of the notified party to do so, this Agreement shall automatically terminate.

b. Upon the termination of this Agreement, whether by expiration of the original or any extended term or terms hereof, or for any other reason, Contractor shall have the right, within a reasonable time after such termination to remove from City's premises any and all of Contractor's equipment and other property. Except for liability resulting from acts or omissions of a party, arising, taken or omitted prior to such termination, the rights and obligations of each party resulting from this Agreement shall cease upon such termination. Any prior liability of a party shall survive termination of this Agreement.

c. In the event of dissolution, termination of existence, insolvency, appointment of a receiver, assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law, or the service of any warrant, attachment, levy or similar process involving Contractor, City may, at its option in addition to any other remedy to which City may be entitled, immediately terminate this Agreement by notice to Contractor, in which event, this Agreement shall terminate on the notice becoming effective.

13. **Independent Contractor**. Contractor is an independent contractor engaged by City to perform the services described herein and as such (i) shall employ such persons as it shall deem necessary and appropriate for the performance of its obligations pursuant to this Agreement, who shall be employees, and under the direction, of Contractor and in no respect employees of City, and (ii) shall have no authority to employ persons, or make purchases of equipment on behalf of City, or otherwise bind or obligate City. No statement herein shall be construed so as to find the Contractor an employee of the City.

14. **Mediation**. Each dispute, claim or controversy arising from or related to this agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Coon Rapids unless another location is mutually agreed upon by the parties. The parties

shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

GENERAL TERMS AND CONDITIONS

15. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

16. **Compliance with Laws and Regulations.** In providing services hereunder, the Contractor shall abide by statutes, ordinances, rules, and regulations pertaining to the provisions of services to be provided. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

17. **Conflicts.** No salaried officer or employee of the City and no member of the Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders the Agreement void.

18. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

19. **Damages**. In the event of a breach of this Agreement by the City, Contractor shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.

20. **Employees**. Contractor agrees not to hire any employee or former employee of City and City agrees not to hire any employee or former employee of Contractor prior to termination of this Agreement and for one (1) year thereafter, without prior written consent of the former employer in each case.

21. **Enforcement**. The Contractor shall reimburse the City for all costs and expenses, including without limitation, attorneys' fees paid or incurred by the City in connection with the enforcement by the City during the term of this Agreement or thereafter of any of the rights or remedies of the City under this Agreement.

22. **Entire Agreement, Construction, Application and Interpretation.** This Agreement is in furtherance of the City's public purpose mission and shall be construed, interpreted, and applied pursuant to and in conformance with the City's public purpose mission. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the

provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.

24. **Non-Discrimination.** During the performance of this Agreement, the Contractor shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, or marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

25. **Notice**. Any notice required or permitted to be given by a party upon the other is given in accordance with this Agreement if it is directed to either party by delivering it personally to an officer of the party, or if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed to the address listed on page 1 hereof. Notices shall be deemed effective on the earlier of the date of receipt or the date of mailing or deposit as aforesaid, provided, however, that if notice is given by mail or deposit, that the time for response to any notice by the other party shall commence to run one business day after any such mailing or deposit. A party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

26. **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

27. **Services Not Provided For.** No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City.

28. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

29. **Statutory Provisions.**

a. Audit Disclosure. The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement.

b. Data Practices. Any reports, information, or data in any form given to, or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Contractor in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and Contractor shall comply with those requirements as if it were a government entity. All subcontracts entered into by Contractor in relation to this Agreement shall contain similar Data Practices Act compliance language.

30. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

Executed as of the day and year first written above.

COON RAPIDS:

By:

_____

Matt Stemwedel, City Manager

Approved as to Form and Content

_____

David Brodie
City Attorney

CONTRACTOR:

Randy Wesp Excavating, LLC

By_____

Title_____

EXHIBIT A

Estimate 230

RANDY WESP EXCAVATING LLC

Company Name:	City of Coon Rapids
Project Title:	Street Sweepings Removal
Project Description:	Street Sweepings Removal at Coon Rapids Dump Site
Attention:	Bill Neeck #651-308-1213
Address:	11155 Robinson Drive
City, State Zip Code:	Coon Rapids, MN 55363
Date:	7/21/24

Description	Quantity	Unit Price	Cost
Mobilization & Demobilization (LS)	2	$1,500.00	$3,000.00
400 Backhoe (Hr)	160	$250.00	$40,000.00
D-6 Cat (Hr)	50	$225.00	$11,250.00
Estimate good for 30 days from 7/21/2024. Also, estimate is for hours expected to do job in a four week period of time but may be more than this quote if extenuating circumstances.			
		Total	**54250.00**

Randy Wesp
17619 Tulip St. NW,
Andover, MN 55304
763-516-6050 drwesp@gmail.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: JUSTIN LYNNE	
PINE INSURANCE AGENCY-HAM LAKE 18015 ULYSSES ST NE SUITE 400 HAM LAKE MN 55304	PHONE (A/C, No, Ext): 763-413-7848	FAX (A/C, No): 763-862-7977
	E-MAIL ADDRESS: JUSTINL@PINEAGENCY.US	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : WEST BEND MUTUAL	15350
INSURED RANDY WESP DONNA WESP 17619 Tulip St NW Andover MN 55304-1108	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20240722142114176 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	A299430	06/08/2024	06/08/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Fire Legal Liability	$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF COON RAPIDS
11155 ROBINSON DR
COON RAPIDS MN 55443

Email: JPETERSON@COONRAPIDSMN.GOV

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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File #: ENG 24-21C

AGREEMENT FOR CONTRACT SERVICES
City of Coon Rapids

This Agreement ("Agreement") is made on the 5th day of August, 2024, between the City of Coon Rapids, Minnesota (hereinafter "City"), whose business address is 11155 Robinson Drive NW, Coon Rapids, MN 55433, and **Rivard Companies, Inc**, a Minnesota business corporation (hereinafter called "Contractor") whose business address is **19801 Highway 65 NE, East Bethel, MN 55011**.

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of contractors to provide a variety of services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the provision of services by Contractor for **Processing of sweeping/compost,** hereinafter referred to as the "Work".

The City and Contractor agree as follows:

1. **Scope of Work.** The Contractor agrees to provide, perform and complete all the provisions of the Work in accordance with attached Exhibit A. Any general or specific conditions, terms, agreements, consultant or industry proposal, or contract terms attached to or a part of Exhibit A are declined in full and, accordingly, are deleted and shall not be in effect in any manner.

2. **Effective Date and Term of Agreement**. This Agreement shall become effective as of August 6, 2024. **The work shall be completed by the agreed upon date of** December 31, 2024.

3. **Obligations of Contractor**. Contractor shall conform to the following obligations:
    a. Contractor shall provide the materials and services as set forth in Exhibit A.

    b. Contractor and its employees will park in service areas or lots and use entries and exits as designated by City. Contractor's personnel will contact the appropriate person (i.e. receptionist, maintenance personnel, security, etc,) immediately upon entering the building, and will sign in and out if required by City.

    c. Care, coordination and communication by Contractor is imperative so that guests and employees in the buildings are not disturbed or inconvenienced during the performance of the contracted services.

d. Contractor's personnel must be neat appearing, wear a uniform and badge that clearly identifies them as a service contractor, and abide by City's no smoking policies.

e. Contractor must honor the City's request to reassign an employee for cause. Cause may include performance below acceptable standards or failure to present the necessary image or attitude, in the judgment of the owner, to present a first-class operation.

f. When necessary, Contractor's personnel will be provided with keys or access cards in order to perform their work. Any lost keys or cards that result in rekeying a space or other cost to the City will be billed back to the Contractor.

4. **City's Obligations**. City will do or provide to Contractor the following:
   a.

5. **Compensation for Services.** City agrees to pay the Contractor for the labor, materials and services rendered pursuant to this Agreement and as described in Contractor's proposal.

   a. Any changes in the scope of the work which may result in an increase to the compensation due the Contractor shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.

   b. If Contractor is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.

6. **Method of Payment**.
   a. Contractor shall prepare and submit to City, on a monthly basis, itemized invoices setting forth work performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City.

   b. No fuel surcharges or surcharges of any kind will be accepted nor will they be paid.

7. **Project Manager.** The Contractor shall designate a Project Manager and notify the City in writing of the identity of the Project Manager before starting work on the Project. The Project Manager shall be assisted by other staff members as necessary to facilitate the

completion of the Work in accordance with the terms established herein. Contractor may not remove or replace the Project Manager without the approval of the City.

8. **Standard of Care.** Contractor shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under similar circumstances in Anoka County, Minnesota. Contractor shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Contractor's breach of this standard of care. Contractor shall put forth reasonable efforts to complete its duties in a timely manner. Contractor shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Contractor shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

9. **Insurance.**
   a. General Liability. Prior to starting the Work, Contractor shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Contractor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law.

   b. Contractor shall procure and maintain the following minimum insurance coverages and limits of liability for the Work:

Worker's Compensation	Statutory Limits
Employer's Liability	$500,000 each accident $500,000 disease policy limit $500,000 disease each employee
Commercial General Liability	$1,000,000 property damage and bodily injury per occurrence $2,000,000 general aggregate $2,000,000 Products – Completed Operations Aggregate $100,000 fire legal liability each occurrence $5,000 medical expense
Comprehensive Automobile Liability	$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owed vehicles.)

Umbrella or Excess Liability $1,000,000

c. Commercial General Liability. The Commercial General Liability Policy shall be on ISO form CG 00 01 12 07 or CG 00 01 04 13, or the equivalent. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

d. Contractor shall maintain "stop gap" coverage if Contractor obtains Workers' Compensation coverage from any state fund if Employer's liability coverage is not available.

e. All policies, except the Worker's Compensation Policy, shall name the "City of Coon Rapids" as an additional insured.

f. **All policies**, except the Worker's Compensation Policy, Automobile Policy, and Professional Liability Policy, shall name the "**City of Coon Rapids" as an additional insured** including products and completed operations.

g. All polices shall contain a waiver of subrogation in favor of the City.

h. All General Liability policies, Automobile Liability policies, and Umbrella policies shall contain a waiver of subrogation in favor of the City.

i. All polices, except the Worker's Compensation Policy, shall insure the defense and indemnity obligations assumed by Contractor under this Agreement.

j. Contractor agrees to maintain all coverage required herein throughout the term of the Agreement and for a minimum of two (2) years following City's written acceptance of the Work.

k. It shall be Contractor's responsibility to pay any retention or deductible for the coverages required herein.

l. All policies shall contain a provision or endorsement that coverages afforded thereunder shall not be cancelled or non-renewed or restrictive modifications added, without thirty (30) days' prior notice to the City, except that if the cancellation or non-renewal is due to non-payment, the coverages may not be terminated or non-renewed without ten (10) days' prior notice to the City.

m. Contractor shall maintain in effect all insurance coverages required under this Paragraph at Contractor's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing.

n. **A copy of the Contractor's Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with City prior to the start of Contractor's Work.** Upon request a copy of the Contractor's insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Contractor has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents and receipt thereof shall not relieve Contractor from, nor be deemed a waiver of, City's right to enforce the terms of Contractor's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.

o. Effect of Contractor's Failure to Provide Insurance. If Contractor fails to provide the specified insurance, then Contractor will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Contractor, its subcontractors, agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

   If a claim arises within the scope of the stated indemnity, the City may require Contractor to:

   i. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
   ii. Furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company.

Contractor will take the action required by the City within fifteen (15) days of receiving notice from the City.

10. **Indemnification**. Contractor will defend and indemnify City, its officers, agents, and employees and hold them harmless from and against all judgments, claims, damages, costs and expenses, including a reasonable amount as and for its attorney's fees paid, incurred or for which it may be liable resulting from any breach of this Agreement by Contractor, its agents, contractors and employees, or any negligent or intentional act or omission performed, taken or not performed or taken by Contractor, its agents, contractors and employees, relative to this Agreement. City will indemnify and hold Contractor harmless from and against any loss for injuries or damages arising out of the negligent acts of the City, its officers, agents or employees.

11. **Warranty**. The Contractor expressly warrants and guarantees to the City that all Work performed and all materials furnished shall be in accord with the Agreement and shall be free from defects in materials, workmanship, and operation which appear within a period of one year, or within such longer period as may be prescribed by law or in the terms of the Agreement, from the date of City's written acceptance of the Work. The City's rights under the Contractor's warranty are not the City's exclusive remedy. The City shall have all other remedies available under this Agreement, at law or in equity.

    Should any defects develop in the materials, workmanship or operation of the system within the specified period, upon notice from the City, the Contractor agrees, within ten (10) calendar days after receiving written notice and without expense to the City, to repair, replace and in general to perform all necessary corrective Work with regard to the defective or nonconforming Work or materials to the satisfaction of the City. THE FOREGOING SHALL NOT IN ANY MANNER LIMIT THE CITY'S REMEDY OR THE CONTRACTOR'S LIABILITY TO THOSE DEFECTS APPEARING WITHIN THE WARRANTY PERIOD. The Contractor agrees to perform the Work in a manner and at a time so as to minimize any damages sustained by the City and so as to not interfere with or in any way disrupt the operation of the City or the public.

    The corrective Work referred to above shall include without limitation, (a) the cost of removing the defective or nonconforming Work and materials from the site, (b) the cost of correcting all Work of other Contractors destroyed or damaged by defective or nonconforming Work and materials including the cost of removal of such damaged Work and materials form the site, and (c) the cost of correcting all damages to Work of other Contractors caused by the removal of the defective or nonconforming Work or materials.

    The Contractor shall post bonds to secure the warranties.

12. **Termination**.
    a. This Agreement may be terminated at any time by either party for breach or non-performance of any provision of this Agreement in accordance with the following.

The party ("notifying party") who desires to terminate this Agreement for breach or non-performance of the other party ("notified party") shall give the notified party notice in writing of the notifying party's desire to terminate this Agreement describing the breach or non-performance of this Agreement entitling it to do so. The notified party shall have five (5) days from the date of such notice to cure the breach or non-performance. Upon failure of the notified party to do so, this Agreement shall automatically terminate.

b. Upon the termination of this Agreement, whether by expiration of the original or any extended term or terms hereof, or for any other reason, Contractor shall have the right, within a reasonable time after such termination to remove from City's premises any and all of Contractor's equipment and other property. Except for liability resulting from acts or omissions of a party, arising, taken or omitted prior to such termination, the rights and obligations of each party resulting from this Agreement shall cease upon such termination. Any prior liability of a party shall survive termination of this Agreement.

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22. **Entire Agreement, Construction, Application and Interpretation.** This Agreement is in furtherance of the City's public purpose mission and shall be construed, interpreted, and applied pursuant to and in conformance with the City's public purpose mission. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the

provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.

24. **Non-Discrimination.** During the performance of this Agreement, the Contractor shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, or marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

25. **Notice**. Any notice required or permitted to be given by a party upon the other is given in accordance with this Agreement if it is directed to either party by delivering it personally to an officer of the party, or if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed to the address listed on page 1 hereof. Notices shall be deemed effective on the earlier of the date of receipt or the date of mailing or deposit as aforesaid, provided, however, that if notice is given by mail or deposit, that the time for response to any notice by the other party shall commence to run one business day after any such mailing or deposit. A party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

26. **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

27. **Services Not Provided For.** No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City.

28. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

29. **Statutory Provisions.**

a. Audit Disclosure. The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement.

b. Data Practices. Any reports, information, or data in any form given to, or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Contractor in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and Contractor shall comply with those requirements as if it were a government entity. All subcontracts entered into by Contractor in relation to this Agreement shall contain similar Data Practices Act compliance language.

30. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

Executed as of the day and year first written above.

COON RAPIDS:

By:

_____

Matt Stemwedel, City Manager

Approved as to Form and Content

_____

David Brodie
City Attorney

CONTRACTOR:

Rivard Companies, Inc

By_____

Title_____

EXHIBIT A

Rivard Companies, Inc.
19801 Highway 65 NE
East Bethel, MN 55011
(763) 753-7888
lisa@rivardcompanies.com
www.rivardcompanies.com

Invoice

BILL TO	SHIP TO
City of Coon Rapids 1831 111th Avenue NW Coon Rapids, MN 55433 United States	Rivard Companies 19801 Hwy 65 NE East Bethel MN, 55011

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
506900	07/22/2024	$93,000.00	08/21/2024	Net 30	

PURCHASE ORDER #
Josh Peterson verbal

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/22/2024	**Tree Waste Disposal - Dirty Materials**	Dirty Materials	31,000	3.00	93,000.00

Thank you for your continued support and business.

SUBTOTAL	93,000.00
TAX	0.00
TOTAL	93,000.00
BALANCE DUE	**$93,000.00**

We appreciate your business and look forward to seeing you again.

RIVACOM-01 DROEBER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Stein Agency Inc.
12800 Lake Blvd
Lindstrom, MN 55045

CONTACT NAME:
PHONE (A/C, No, Ext): (651) 257-1042 FAX (A/C, No): (651) 257-3937
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Secura Insurance Company	22543
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rivard Companies Inc
19801 Highway 65 North East
East Bethel, MN 55011

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CP3320283	3/17/2024	3/17/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER: General Aggregate							$
A	AUTOMOBILE LIABILITY			A3320284	3/17/2024	3/17/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CU3320286	3/17/2024	3/17/2025	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000						Commercial Umbr	$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder Is Hereby Named As Additional Insured With Respects To The General Liability Coverage When Required In A Written Contract.

CERTIFICATE HOLDER

City of Coon Rapids
11155 Robinson Drive NW
Coon Rapids, MN 55433

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION NO. 24-76

RESOLUTION AMENDING THE 2024 STORM WATER FUND BUDGET FOR PROJECT 24-21 MISCELLANEOUS COMPOST

WHEREAS, Section 1-700 of the City Charter provides for adoption of an annual budget and the subsequent amendments and re-appropriation of unencumbered balances for other purposes; and

WHEREAS, capital outlay purchases must specifically be identified and funded per the City Code 2-803; and

WHEREAS, the 2024 budget does not include enough funds needed to complete the miscellaneous compost maintenance project in the storm water utility; and

WHEREAS, an amount of $425,000 is required to complete the aforementioned project; and

WHEREAS, funds are available in the Capital Outlay appropriation of the 2024 Storm Water Fund budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that the 2024 Storm Water Fund Budget be amended to reappropriate $425,000 from Capital Outlay to Other Charges & Services for the completion of the miscellaneous compost maintenance project.

Adopted this 5th day of August, 2024, by the Coon Rapids City Council.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

City Council Regular **17.**

Meeting Date: 08/05/2024

Subject: Allen Butler Open Mic Comment

From: Sonja Williams, Administrative Assistant I

INTRODUCTION

DISCUSSION

RECOMMENDATION

Attachments

Handed out at meeting

Handed out at Meeting. open Mic

Information from: Allan Butler

When I had assisted living license from the Minnesota Dept. Of Health,(MDH) they said I could get a campus License because all 4 homes where together with no traffic going through.

All the Campus Licenses and inspection are current with in 45 days From the City of Coon Rapids, Kyle Kattermann was the inspector.

My lease is directly with Stepping Stone However, each Tenant signs under the Signature of the Stepping Stone Representative.

Allan Butler's understanding is Stepping Stone gets all there people that are in need directly from Anoka County.

I built 1020, 1036, and 1052 95th Lane in Coon Rapids with the same floor plan right to the inch in all three of the above homes. The only difference is I made the front of each home different. 1052 is licensed for 8 legal bed rooms, when I had the assisted Living people in there, I was allowed to have 9 Tenants in 1052.

I am requesting to have 9 Tenants in all 1020, 1036, and 1052 95th Lane. The Master bedroom dimensions are below.

Bedroom 16'X12' equals 192 square feet
Walk in Closet 11'X 5' 55 square feet
Bath/Shower 7.5'X6.5' 48 square feet

295 total square feet.

Information from: Allan Butler
8438 Mississippi Blvd. N.W.
Coon Rapids, MN 55433
Phone 612-599-2595

Building 1057 95th Lane, Coon Rapids
The existing home, only I remodeled it.

It has 10 legal bedrooms currently.

I am requesting 12 Tenants to live in 1057, Because:
See picture of front of the walk out in the basement. This bedroom used to be the garage, where the windows are is where the garage door was. The exterior walk out door is to the right of the windows.

The dimensions for 1057 walkout basement are:
21.3'X11.5' equals **244 square feet.**

The room by the stairway to upstairs is:
19'X15.6" Equals **296 square feet.**

I think the legal bedroom can be as small as 75 square feet.

Be well,

Allan K. Butler

Allan K. Butler

Stepping Stone Emergency Housing is an emergency homeless shelter in Anoka, MN that provides shelter, basic needs, and programs to individuals 18 and older.

The purpose of the LTH HS Program is to house individuals who have a disabling condition and have experienced long periods of homelessness through tenant-based supportive housing opportunities in integrated housing. Tenant-based rent subsidies and housing support services follow individuals over time and across housing choices, providing maximum financial and emotional continuity. This approach minimizes the demands on individuals of forming new relationships with different service providers if the individual graduates or fails at a specific or site-based program.