Council Work Session - 6:30 p.m.
EDA Regular Session - 6:55 p.m.
HRA Regular Session - Immediately Following Regular City Council Meeting

CITY COUNCIL AGENDA

Tuesday, September 3, 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 August 20, 2024

Consent Agenda

2. Adopt Resolution 24-87 Accepting CenterPoint Energy Community Safety Grant

3. Accept Deed from EDA Transferring Land to the City

4. Adopt Resolution 24-80 Accepting the Victim Services Grant

Public Hearing

5. Conduct Public Hearing, Consider Resolution 24-85 Giving Host Approval to the Issuance of an Educational Facilities Revenue Note

6. Hold Assessment Hearing and Consider Resolutions 24-81, 24-82, 24-83 & 24-84 Approving the Misc. 2024-2 Assessment Levy

Bid Openings and Contract Awards

Old Business

New Business

7. PC 24-22, Consider Site Plan, Family Promise of Anoka County, 340 95th Ave NW

8. Consider Acceptance of Petition for the Establishment of Village Manor Condominium Association Housing Improvement Area

9. Consider Resolutions Ordering Preparation of Feasibility Report and Plans for Project 25-1, Street Reconstruction

10. Consider Introduction of Ordinance to Amend 8-200 Waste Collection and Recycling

11. Consider Resolution 24-16(8) Approving Plans and Specifications and Ordering Advertisement for Bids - 2024 Lift Station Rehabilitation Project

12. Consider Resolution 24-86 Establishing 2024-2025 Coon Rapids Ice Center Rental Rates and Approve Fee Structure

13. Consider Approval of the 2024-2025 Ice Center User Contracts

14. Consider Resolution 24-79 Establishing the Preliminary 2025 Tax Levy

Open Mic/Public Comment

Reports on Previous Open Mic

15. Open Mic Response: Ms. Susan Stein

16. Open Mic Response: Mr. Doug Sturgill, 116XX Wren Street NW

Other Business

Adjourn

City Council Regular **1.**

Meeting Date: 09/03/2024

Subject: Approve Minutes of August 20, 2024

From: Joan Lenzmeier, City Clerk

INTRODUCTION

DISCUSSION

RECOMMENDATION

Attachments

August 20, 2024

UNAPPROVED

COON RAPIDS CITY COUNCIL MEETING MINUTES OF AUGUST 20, 2024

CALL TO ORDER

The second regular meeting of the Coon Rapids City Council for the month of August was called to order by Mayor Jerry Koch at 7:00 p.m. on Tuesday, August 20, 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, and Jennifer Geisler

Members Absent: Councilmembers Brian Armstrong and Pat Carlson

ADOPT AGENDA

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

PROCLAMATIONS/PRESENTATIONS

None.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

1. AUGUST 5, 2024, COUNCIL MEETING

MOTION BY COUNCILMEMBER GRESKOWIAK, SECONDED BY COUNCILMEMBER GEISLER, FOR APPROVAL OF THE MINUTES OF THE AUGUST 5, 2024, COUNCIL MEETING WITH A MINOR AMENDMENT. THE MOTION PASSED (3-0-2, COUNCILMEMBERS REHRAUER AND NOVACK).

CONSENT AGENDA/INFORMATIONAL BUSINESS

2. APPROVE THERAPEUTIC MASSAGE ENTERPRISE LICENSE FOR MASSAGE BY RACHEL ANN LLC, 12685 RIVERDALE BLVD NW
3. ADOPT RESOLUTION 24-77 SETTING HEARING DATE FOR MISC. 2024-2 LEVY
4. APPROVE FINAL PAYMENTS (GROUP 3) FOR PROJECT 21-65, FIRE STATION #3

MOTION BY COUNCILMEMBER REHRAUER, SECONDED BY COUNCILMEMBER NOVACK, FOR APPROVAL OF THE CONSENT AGENDA AS PRESENTED.

Councilmember Greskowiak noted Project 21-65 was awarded in 2021, but it wasn't completed until 2023, referring to Consent Agenda Item 4. Approve Final Payments (Group 3) for Project 21-65, Fire Station #3. City Manager Matt Stemwedel noted work continues into 2024.

THE MOTION PASSED UNANIMOUSLY.

PUBLIC HEARING

None.

BID OPENINGS AND CONTRACT AWARDS

5. CONSIDER BUDGET AMENDMENT AND RESOLUTION NO. 24-18(9) AWARDING CONTRACT FOR EAST WATER TREATMENT PLANT GENERATOR IMPROVEMENTS

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER NOVACK, TO APPROVE RESOLUTION 24-78 AMENDING THE WATER UTILITY FUND, AND ADOPT RESOLUTION NO. 24-18(9) AWARDING A CONTRACT TO PHASOR ELECTRIC COMPANY FOR EAST WATER TREATMENT PLANT GENERATOR IMPROVEMENTS IN THE AMOUNT OF $690,700.

Councilmember Greskowiak noted the cost is more expensive than anticipated. The Council discussed the matter at a previous Work Session. A generator is imperative for the Water Treatment Plant should there be a prolonged power outage. Councilmember Geisler agreed with Councilmember Greskowiak.

Councilmember Novack pointed out many constituents have expressed concerns about the amount of money being spent by the Council and the increasing cost of everything. He asked why the bid increased in cost. Mr. Stemwedel stated the cost of goods has increased over the past year since the initial bid was received. Also, the supply chain for generators is backed up. Councilmember Novack added Council is very aware of the money they are spending.

THE MOTION PASSED UNANIMOUSLY.

6. CONSIDER CONTRACTS FOR SOCCER COMPLEX FIELD LIGHTING INSTALLATION & ELECTRICAL CONTROL CABINET REPLACEMENT

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER REHRAUER, SECONDED BY COUNCILMEMBER GEISLER, TO AWARD A CONTRACT TO KILLMER ELECTRIC CO., INC. FOR SOCCER COMPLEX FIELD LIGHTING INSTALLATION IN THE AMOUNT OF $109,800, AND AUTHORIZE STAFF TO EXECUTE A LETTER OF ENGAGEMENT WITH MUSKA ELECTRIC CO. NOT TO EXCEED $110,000 FOR ELECTRICAL CONTROL CABINET REPLACEMENT. THE MOTION PASSED UNANIMOUSLY.

OLD BUSINESS

None.

NEW BUSINESS

None.

OPEN MIC/PUBLIC COMMENT

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

Doug Sturgill, 11617 Wren Street NW, stated there was a bad storm in July. He had to drive on his neighbor's lawn to access his driveway due to a tree that fell down. Mr. Sturgill received a few quotes and went with the least expensive option. He paid for it so he would access his driveway and so the mailbox could be access by the post office. He asked how he could get reimbursed for the expense because it was a boulevard tree. Mayor Koch stated Staff would follow up with him after the meeting.

Susan Stein, 12185 Lily Street NW, explained there is a discrepancy with how the City is handling a fence installation. Her neighbors have received differing information than what the Codes and Ordinances state. She has reached out to City officials previously, but she hasn't received a response. She requested that Council look into the issue.

REPORTS ON PREVIOUS OPEN MIC

7. OPEN MIC RESPONSE: MR. ALLAN BUTLER

Mayor Koch discussed Mr. Butler's comments made during Open Mic at the August 5, 2024 Council meeting.

OTHER BUSINESS

Councilmember Geisler noted the Farmer's Market is still going on Wednesdays. The Arts Commission is holding a photo contest. She pointed out City offices will be closed on Labor Day.

Mayor Koch stated there will be a Coon Rapids Business Council meeting on the morning of August 27, 2024. Rhythm of the Rapids will be held September 12, 2024 at Anoka-Ramsey Community College.

ADJOURN

MOTION BY COUNCILMEMBER REHRAUER, SECONDED BY COUNCILMEMBER NOVACK TO ADJOURN THE MEETING AT 7:24 P.M. THE MOTION PASSED UNANIMOUSLY.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

City Council Regular **2.**

Meeting Date: 09/03/2024

Subject: Adopt Resolution 24-87 Accepting CenterPoint Energy Community Safety Grant

Submitted For: Aaron Johnston, Assistant Fire Chief

From: Aaron Johnston, Assistant Fire Chief

INTRODUCTION

The Coon Rapids Fire Department has received a grant totaling $2,500.00 to be used for Firefighter Safety. The grant was received from CenterPoint Energy under their 2024 Community Safety Grant program. The monies will be used to purchase individual Thermal Imaging Cameras. The cameras aid firefighters in locating possible victims in structure fires as well as increasing situational awareness of surrounding thermal temperature variations while performing their fire suppression duties.

DISCUSSION

Individual Thermal Imaging Camera's (TIC) have become the standard in the fire service for locating victims and protecting firefighters from extreme thermal (flash-over) temperature variations common in today's structure fires. This grant will allow us to purchase more individual cameras, so each firefighter may have one while performing their duties. While the number of structure fires continues to decrease each year, the potential risk to firefighters continues to climb. The purchase of these cameras will assist in reducing their risk during fire ground operations.

RECOMMENDATION

It is the staff's recommendation to adopt Resolution 24-87 accepting the CenterPoint Energy Community Safety grant for $2,500.00 to purchase individual Thermal Imaging Cameras.

Attachments

CenterPoint Grant Letter

Resolution 24-87

CenterPoint Energy

505 Nicollet Mall
P.O. Box 59038
Minneapolis, MN 55459-0038

June 11, 2024

Assistant Fire Chief Aaron Johnston
Coon Rapids Fire Department
11155 Robinson Drive NW
COON RAPIDS, MN 55433

Dear Aaron,

We are pleased to present the Coon Rapids Fire Department with a Community Safety Grant in the amount of $2,500.00 for Individual Thermal Imaging Camera's for Fire Fighters to use scene to locate potential victims and to help them be aware of their thermal surroundings.

The Community Safety Grant program offers an opportunity for CenterPoint Energy to invest in the cities we serve. For over 150 years we have partnered with communities supporting our shared commitment to safety while delivering safe, reliable natural gas.

Since 2003, the Community Safety Grant program has awarded more than $3 million to support more than 1,500 safety-related projects in communities throughout CenterPoint Energy's service area.

Through this grant program, we help cities leverage local funds to purchase necessary safety equipment and support safety projects that are important to your community.

IMPORTANT! Your check is enclosed and is valid for 90 days from the check date.

Please confirm receipt of the check as soon as possible by emailing me at whitneyjo.peterson@centerpointenergy.com.

Thank you for your efforts to make our communities safer.

Sincerely,

Whitney Jo Peterson

Whitney Jo Peterson
Executive Assistant, MN Gas Operations
612-321-5002

CenterPoint Energy

2024 CenterPoint Energy Community Safety Grants

CenterPoint Energy is pleased to present the Coon Rapids Fire Department with a Community Safety Grant for $2,500 that will be used for Individual Thermal Imaging Camera's for firefighters to be used on scene to locate potential victims and be aware of their thermal surroundings.

Across our Minnesota service area, CenterPoint Energy awarded more than $123,000 to 51 communities to support safety projects in 2024. The Community Safety Grant program helps communities leverage local funds to purchase critical safety equipment or support safety projects that are important to your community.

"At CenterPoint Energy, safety is our top priority as we provide safe and reliable natural gas service for the customers and communities we're honored to serve throughout Minnesota," said Brad Steber, Vice President, Minnesota Gas at CenterPoint Energy. "Through our Community Safety Grant Program, we support the work our emergency responders, local officials and many others do to help support the health and safety of our customers across our local Minnesota communities."

CenterPoint Energy Community Safety Grants have enabled communities to install public AEDs (automated external defibrillators), update emergency communication equipment, purchase protective gear for first responders, install traffic control signs, purchase gas monitoring devices and more.

The Community Safety Grant program offers an additional opportunity for CenterPoint Energy to invest in the communities we serve.

Since 2003, the Community Safety Grant program has awarded more than $3.25 million to fund more than 1,600 projects in communities throughout CenterPoint Energy's service area in Indiana, Louisiana, Minnesota, Mississippi, Ohio and Texas.

CenterPoint Energy is Minnesota's largest natural gas utility, serving more than 920,000 customers in over 260 communities.

Please feel free to celebrate our support for your community by tagging us on social media:

- Facebook: CenterPointEnergy
- Twitter: CenterPoint
- LinkedIn: centerpoint-energy

RESOLUTION 24-87

A RESOLUTION TO ACCEPT THE DONATION OF MONEY FROM CENTERPOINT ENERGY'S COMMUNITY SAFETY GRANT FOR THE FIRE DEPARTMENT FOR FIREFIGHTER SAFETY

WHEREAS, CenterPoint Energy has donated $2,500 to the City to be used for Firefighter Safety for the Fire Department; and

WHEREAS, Minn. Stat. § 465.03 allows cities to accept donations of real or personal property by resolution adopted by a two-thirds majority of Council; and

WHEREAS, the City Council finds the offered donation to be in the public interest;

NOW THEREFORE BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that the donation of $2,500 from CenterPoint Energy's Community Safety Grant Program for the Fire Department, is hereby accepted.

Adopted by the Coon Rapids City Council this 3rd day of September, 2024.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

City Council Regular **3.**

Meeting Date: 09/03/2024

Subject: Accept Deed from EDA Transferring Land to the City

From: Matt Brown, Community Development Director

INTRODUCTION

The Council is asked to accept a deed from the EDA conveying four parcels in the Port Campus Square area.

DISCUSSION

The EDA currently owns four parcels in the Port Campus Square area that include the Coon Rapids Ice Center, Boulevard Park, and associated public improvements. Because the EDA originally issued the bonds that financed land acquisition and certain improvements to the properties, they have remained under EDA ownership. The bonds have since been paid off and the City, as the operator of the Ice Center and park, is better suited to own the properties in the long term. In addition, while State law only allows real estate held by an EDA to be exempt from property taxes for a period of ten years, City-owned property held for a public purpose can remain tax-exempt indefinitely. The EDA is expected to adopt a resolution authorizing transfer of the parcels to the City at its meeting immediately before the Council meeting on Tuesday.

RECOMMENDATION

Staff recommends that the Council accept a deed from the Economic Development Authority conveying four parcels in the Port Campus Square area.

Attachments

Location Map

Deed

Location Map



COON RAPIDS
Minnesota

Prepared by: Planning Division

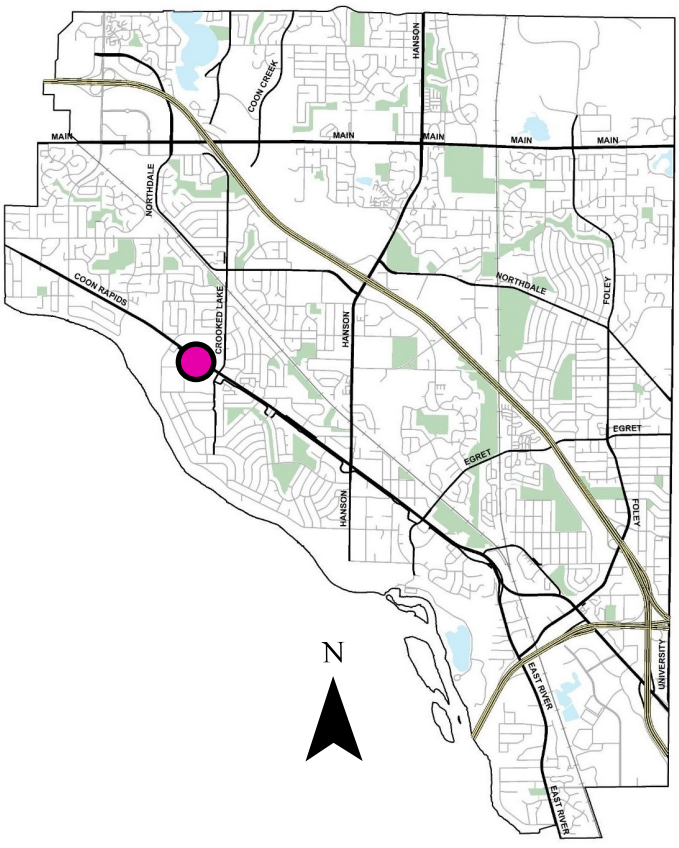
Date Exported: 8/8/2024 3:00PM

Planning Case: N/A

Land Use Review: N/A

Applicant: N/A

PIDs: 16-31-24-33-0044, 16-31-24-34-0064, 16-31-24-34-0063



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.

QUIT CLAIM DEED
Business Entity
to Business Entity

No delinquent taxes and transfer entered; Certificate of Real Estate Value ( ) filed ( ) not required Certificate of Real Estate Value No. _____, 20 _____ County Auditor by Deputy		
STATE DEED TAX DUE HEREON: $ Date:		(reserved for recording data)

FOR VALUABLE CONSIDERATION, the Economic Development Authority in and for the City of Coon Rapids, a governmental subdivision under the laws of Minnesota, Grantor, hereby conveys and quit claims to the City of Coon Rapids, a municipal corporation under the laws of Minnesota, Grantee, real property in Anoka County, Minnesota, described as follows:

Lot 1, Block 1, Outlot A, Outlot B, and Outlot C, Robinwood Plat 6, Anoka County, Minnesota.

Check here if all or part of the described real property is Registered (Torrens) ☐
Subject to restrictions, reservations and easements of record, if any.
together with all hereditaments and appurtenances belonging thereto.

The total consideration for this transfer of property is $3,000 or less.

(if more space is needed, continue on back)

Check box if applicable:

- ☑ The Seller certifies that the seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document.
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

ECONOMIC DEVELOPMENT AUTHORITY IN
AND FOR THE CITY OF COON RAPIDS

Affix Deed Tax Stamp Here

By
Jerry Koch

Its President

By
Jennifer Geisler

Its Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing was acknowledged before me this _____ day of _____, 2024, by Jerry Koch and Jennifer Geisler the President and Secretary of the Economic Development Authority in and for the City of Coon Rapids, a governmental subdivision, under the laws of Minnesota, on behalf of the governmental subdivision.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)	_____ SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):
THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS): David J. Brodie, City Attorney City of Coon Rapids 11155 Robinson Drive Coon Rapids, MN 55448 763-767-6495	**GRANTEE**: City of Coon Rapids 11155 Robinson Drive NW Coon Rapids, MN 55433

City Council Regular **4.**

Meeting Date: 09/03/2024

Subject: Adopt Resolution 24-80 Accepting the Victim Services Grant

From: Sami Corlew, Assistant City Attorney

INTRODUCTION

Council is asked to adopt Resolution 24-80 to accept the Victim Service Grant from the Minnesota Department of Public Safety/Office of Justice Programs and authorize execution of the Agreement by the Mayor and City Manager.

DISCUSSION

The Minnesota Department of Public Safety (DPS), Office of Justice Programs (OJP) sought proposals from county and city attorney offices to fund a victim witness advocate position. This position provides services to crime victims, ensuring crime victim rights are upheld, and increasing victims' safety and access to services that meet their needs. The City Attorney's Office was first awarded the grant in October 2017 and has maintained it since then. These funds were anticipated in the 2023 City Budget and the 2024 Proposed City Budget. This funding enhances, not replaces, existing services for crime victims by having the victim service staff be in court with an attorney to improve victim contact. Further, the funding helps the City Attorney's Office meet statutory requirements by enhancing information/referrals for victims and providing victims greater assistance and advocacy.

The victim service staff is under the supervision of the City Attorney. Under the proposal, state and federal funding is available to directly service the needs of crime victims. This grant was awarded to the City for $70,000 for a one-year period beginning October 2023. The Grant was automatically renewed by OJP in April 2024 for an additional $70,000 for a second year, extending the grant through September 2025. Additionally, the Minnesota State Legislature approved additional funding for fiscal-year 2025 for current crime victim service grantees. The additional funding of $10,154 has been awarded to the City to be used toward training our current victim witness specialist, obtaining an intern, language and translation apps and/or service and direct client assistance for victims.

Staff has prepared the required resolution for Council's consideration.

RECOMMENDATION

Staff recommends adoption of Resolution 24-80 to accept the Victim Service Grant from the Minnesota Department of Public Safety/Office of Justice Programs and authorize execution of the Agreement by the Mayor and City Manager.

Attachments

Resolution

Grant Contract Agreement Amendment

RESOLUTION NO. 24-80

A RESOLUTION TO ACCEPT A GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY/OFFICE OF JUSTICE PROGRAMS TO BE USED TOWARD FUNDING A VICTIM WITNESS ADVOCATE

WHEREAS, the Minnesota Department of Public Safety (DPS), Office of Justice Programs (OJP) offered a grant to fund a Victim Witness Advocate position; and

WHEREAS, the City of Coon Rapids was awarded $70,000 for a one-year period beginning October 1, 2023 under this grant program;

WHEREAS, the Office of Justice Programs extended this grant and awarded an additional $70,000 for an additional year beginning October 1, 2024;

WHEREAS, the City of Coon Rapids was awarded an additional $10,154 from the State of Minnesota specifically for additional crime victim services;

WHEREAS, Minn. Stat. § 465.03 allows cities to accept donations of real or personal property by resolution adopted by a two-thirds majority of Council; and

WHEREAS, the City Council finds that it is in the best interest of the public to enter into a grant agreement with the Minnesota Department of Public Safety, for the Victim Witness Advocate program and services; and

WHEREAS, the City of Coon Rapids extends its gratitude to the Minnesota Department of Public Safety (DPS), Office of Justice Programs (OJP).

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Coon Rapids, Minnesota, to accept the new grant of $80,154 for the Victim Witness Advocate position and additional program services.

Adopted by the Coon Rapids City Council this 3rd day of September, 2024.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

Minnesota Department of Public Safety ("State") Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	**Grant Program:** Crime Victim Services 2024 **Grant Contract Agreement No.:** A-CVS-2024-CR-152 **Grant Contract Amendment No.:** 2
Grantee: City of Coon Rapids 11155 Robinson Drive Coon Rapids, Minnesota 55433-3761	**Grant Contract Agreement Term:** **Effective Date:** 10/1/2023 **Expiration Date:** ~~9/30/2024~~ 9/30/2025
Grant Matching Requirement: Original Agreement Amount $0.00 Previous Amendment(s) Total $0.00 Current Amendment Amount $0.00 Total Agreement Amount $0.00	**Grantee Contract Agreement Amount:** Original Agreement Amount $70,000.00 Previous Amendment(s) Total $0.00 Current Amendment Amount $80,154.00 Total Agreement Amount $150,154.00
State's Authorized Representative: ~~Kelley Brim,~~ Heather Caillier, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 ~~(651) 283-3818~~ (651) 216-4684 ~~Kelley.brim@state.mn.us~~ Heather.J.Caillier@state.mn.us	**Federal Funding:** CFDA/ALN: 16.575 **FAIN:** 15POVC-22-GG-00764-ASSI **State Funding**: ~~None~~ Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8. & Minnesota Sessions Laws of 2024, Chapter 123, Article 1, Section 4, Subd 4a. **Special Conditions**: Attached and incorporated into this grant agreement. See page 3.

In this Amendment deleted agreement terms will be struck out and added agreement terms will be underlined.

Special Conditions

1. Special Duties:

~~$70,000~~ $140,000 for prosecutor based crime victim services in Anoka County.
$10,154 for additional crime victim services.

2. Time limitations on funding use:

Federal funding

VOCA 2022
$140,000.00 is available from October 1, 2023 through September 30, 2025.

State funding

$10,154.00 is available from July 1, 2024 through September 30, 2025.

continued-

The Original Grant Contract Agreement and all previous amendments are incorporated into this amendment by reference.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

Grant Agreement No./PO No: A-CVS-2024-CR-152 / 3-90459

Project No.(*indicate N/A if not applicable*): ___N/A_____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

3. STATE AGENCY

Signed: _____ _____
(with delegated authority)

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Budget Summary

Budget				
Budget Category	**Federal**	**State**	**Match**	
Personnel				
Personnel	$0.00	$10,154.00	$0.00	
Victim Witness Specialist	$140,000.00	$0.00	$0.00	
Total	$140,000.00	$10,154.00	$0.00	
Total	$140,000.00	$10,154.00	$0.00	

City Council Regular **5.**

Meeting Date: 09/03/2024

Subject: Conduct Public Hearing, Consider Resolution 24-85 Giving Host Approval to the Issuance of an Educational Facilities Revenue Note

From: Ashley Hansen, Finance Director

INTRODUCTION

Council is asked to conduct a public hearing and adopt Resolution 24-85 giving host approval to the City of Champlin to issue a conduit Educational Facilities Revenue Note.

DISCUSSION

Friends of Northwest Passage High School, a Minnesota nonprofit corporation and 501(c) (3) organization, is seeking host approval for the issuance by the City of Champlin, Minnesota of a conduit revenue note not to exceed $5,250,000. Originally, a request was made to the City of Coon Rapids to be the issuer of this note; however, conduit bonds for 501(c)(3) nonprofit entities are included in the annual $10,000,000 limit for designating bonds as bank qualified. If an issuer is over the $10,000,000 limit, none of the bonds can be designated as bank qualified and this would negatively affect the interest rate of the City's bond issue. Since the City issued $8,485,000 in General Obligation Bonds earlier this year, issuing this conduit revenue note would put the City over the $10,000,000 bank qualified limit.

The City of Champlin agreed to issue this note. Under federal tax law, the city with the jurisdiction over the project needs to give host approval after conducting a public hearing.

The proceeds of the note will finance the acquisition, renovation, improvement and equipping of an existing building in Coon Rapids located at 11345, 11351, 11354 and 11355 Robinson Drive NW. The building will be owned by Friends of Northwest Passage High School and leased to and operated as a grade 9 through 12 charter school facility by Northwest Passage High School, a Minnesota nonprofit corporation and public charter school.

RECOMMENDATION

Staff is recommending the Council conduct a public hearing and then adopt Resolution 24-85 giving host approval to the issuance of a conduit Education Facilities Revenue Note.

Attachments

Resolution 24-85

RESOLUTION NO 24-85

RESOLUTION GIVING HOST APPROVAL TO THE ISSUANCE OF EDUCATIONAL FACILITIES REVENUE NOTE UNDER MINNESOTA STATUTES, SECTIONS 469.152 THROUGH 469.1655 (NORTHWEST PASSAGE HIGH SCHOOL PROJECT)

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

Section 1. General Recitals.

(a) The purpose of Minnesota Statutes, Sections 469.152 through 469.1655 as amended, (the "Act"), is, among other things, to promote the welfare of the State of Minnesota (the "State") by the active attraction and encouragement and development of economically sound industry and commerce to prevent so far as possible the emergence of blighted and marginal lands and areas of chronic unemployment.

(b) Minnesota Statutes, Section 471.656, as amended, authorizes a municipality to issue obligations to finance the acquisition or improvement of property located outside of the corporate boundaries of such municipality if the governing body of the city in which the property is located consents by resolution to the issuance of such obligations.

Section 2. Description of the Project.

(a) Friends of Northwest Passage High School (the "Borrower"), a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") has proposed that the City of Champlin, Minnesota (the "Issuer") issue one or more conduit revenue obligations under the Act, in one or more series, in an aggregate principal amount not to exceed $5,250,000 (the "Note") and loan the proceeds thereof to the Borrower to (i) acquire and improve the property located at 11345 and 11355 Robinson Drive NW in the City (the "Facility") for use as a public charter school for grades 9 through 12; (ii) fund a debt service reserve fund, if necessary; (ii) fund a debt service reserve fund, if necessary; (iii) pay a portion of the interest on the Note, if necessary; and (iv) pay the costs of issuing the Note, if necessary (collectively, the "Project"). The Facility will be owned by the Borrower and will be leased to and operated by Northwest Passage High School, a Minnesota nonprofit corporation and public charter school (the "School").

(b) The City has been advised that the Note or other conduit obligations, as and when issued for the Project, will not constitute a charge, lien or encumbrance upon any property of the City or the Issuer, except upon the Project and the revenues to be derived from the Project. Such Note or other obligations are special, limited obligations of the Issuer. Such Note or obligation will not be a charge against the general credit or taxing powers of the City or the Issuer, but are payable from sums to be paid by the Borrower pursuant to a revenue agreement.

Section 3. Recital of Representations Made by the Borrower.

(a) The Borrower has agreed to pay any and all costs incurred by the City in connection with the issuance of the Note, whether or not such issuance is carried to completion.

(b) The Borrower has represented to the City that no public official of the City has either a direct or indirect financial interest in the Project nor will any public official either directly or indirectly benefit financially from the Project.

Section 4. Public Hearing.

(a) As required by the Act and Section 147(f) of the Code a Notice of Public Hearing was published in the City's official newspaper and a newspaper of general circulation for a public hearing on the proposed issuance of the Note and the proposal to undertake and finance the Project.

(b) As required by the Act and Section 147(f) of the Code the City Council has on this same date held a public hearing on the issuance of the Note and the proposal to undertake and finance the Project, which is located within the jurisdictional limits of the City, at which all those appearing who desired to speak were heard and written comments were accepted.

Section 5. Host Approval.

(a) The City Council hereby gives the host approval required under Section 147(f) of the Code and pursuant to Minnesota Statutes §471.656, Subd. 2(2), the City Council hereby consents to the issuance of the Note by the Issuer.

(b) City staff is hereby authorized and directed to prepare and furnish to bond counsel and the original purchaser of the Note certified copies of all proceedings and records of the City relating to the approval of the issuance of the Note, including a certification of this resolution.

Adopted this 3rd day of September, 2024.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF COON RAPIDS

I, the undersigned, being the duly qualified and acting City Clerk of the City of Coon Rapids, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City duly called and held on the date therein indicated, insofar as such minutes relate to granting host approval to the issuance of a revenue note to finance a charter school project in the City.

WITNESS my hand this 3rd day of September, 2024.

_____
City Clerk
City of Coon Rapids, Minnesota

City Council Regular **6.**

Meeting Date: 09/03/2024

Subject: Hold Assessment Hearing and Consider Resolutions 24-81, 24-82, 24-83 & 24-84 Approving the Misc. 2024-2 Assessment Levy

Submitted For: Ashley Hansen, Finance Director

From: Heidi Cederstrand, Assessment Clerk II

INTRODUCTION

After an assessment hearing, the unopposed 2024 Miscellaneous Special Assessments should be adopted.

DISCUSSION

The amount to be assessed for the 2024(2) Miscellaneous Assessments is $152,610 as of August 27, 2024. The amount reflects payments and adjustments that have been made since August 20, when the assessment hearing date was set. An updated amount will be distributed after September 3, and the Resolutions will be completed at that time.

The revised process of hearing assessment appeals will include a hearing before the Board of Adjustment and Appeals before City Council adoption. The City Council still must open a public hearing as required by State Statutes. However, at that hearing, the City Council should collect written appeals and refer appellants to the Board of Adjustment and Appeals for their review and recommendation. After the public hearing has been closed, the City Council may adopt the assessments which have not been appealed.

The Board of Adjustment and Appeals is expected to meet on October 3 and will make a recommendation to the City Council at the October 15 Council meeting.

The terms of re-payment of these assessments are determined by the amount being assessed. The proposed assessments are categorized by the number of years to be assessed and the interest rate recommended. Amounts up to $1,000 will be payable in one year, amounts up to $5,000 will be three years, amounts up to $20,000 will be five years and amounts over $20,000 will be ten years.

RECOMMENDATION

Staff recommends the following action by the Council:

a. Hold assessment hearing to collect written appeals.
b. Adopt Resolution 24-81 adopting 2024(2) Miscellaneous Special Assessments (unopposed one year).
c. Adopt Resolution 24-82 adopting 2024(2) Miscellaneous Special Assessments (unopposed three year).
d. Adopt Resolution 24-83 adopting 2024(2) Miscellaneous Special Assessments (unopposed five year).
e. Adopt Resolution 24-84 adopting 2024(2) Miscellaneous Special Assessments (unopposed ten year).

Attachments

Resolution Levy Misc. 2024-2 (1 Year)

Resolution Levy Misc. 2024-2 (3 Year)

Resolution Levy Misc. 2024-2 (5 Year)
Resolution Levy Misc. 2024-2 (10 Year)

RESOLUTION NO. 24-81

RESOLUTION ADOPTING 2024(2) MISCELLANEOUS SPECIAL ASSESSMENTS (ONE YEAR)

WHEREAS, pursuant to property notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for the nonpayment of invoices; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that

1. Such proposed assessment, a copy of which is attached hereto and made a part thereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessments shall become payable in annual installments, commencing with the first Monday in January 2025, and shall bear interest at the rate of 4.84% per annum from the date of the adoption of this assessment resolution. To the installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2025. The total amount of the one-year assessment is $.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the Director of the Anoka County Records and Taxation Division (but no later than November 15, 2024), pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution. He/she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued through the date of payment. However, such payment must be made no later than November 14 or interest will be charged through December 31 of the next succeeding year.

4. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Property Records and Taxation Division to be extended on the proper tax lists of the County, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the Coon Rapids City Council this 3rd day of September 2024.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

RESOLUTION NO. 24-82

RESOLUTION ADOPTING 2024(2) MISCELLANEOUS SPECIAL ASSESSMENTS (THREE YEAR)

WHEREAS, pursuant to property notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for the nonpayment of invoices; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that

1. Such proposed assessment, a copy of which is attached hereto and made a part thereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessments shall become payable in annual installments, commencing with the first Monday in January 2025, and shall bear interest at the rate of 4.69% per annum from the date of the adoption of this assessment resolution. To the installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2025. The total amount of the three-year assessment is $.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the Director of the Anoka County Records and Taxation Division (but no later than November 15, 2024), pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution. He/she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued through the date of payment. However, such payment must be made no later than November 14 or interest will be charged through December 31 of the next succeeding year.

4. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Property Records and Taxation Division to be extended on the proper tax lists of the County, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the Coon Rapids City Council this 3rd day of September 2024.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

RESOLUTION NO. 24-83

RESOLUTION ADOPTING 2024(2) MISCELLANEOUS SPECIAL ASSESSMENTS (FIVE YEAR)

WHEREAS, pursuant to property notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for the nonpayment of invoices; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that

1. Such proposed assessment, a copy of which is attached hereto and made a part thereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessments shall become payable in annual installments, commencing with the first Monday in January 2025, and shall bear interest at the rate of 4.35% per annum from the date of the adoption of this assessment resolution. To the installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2025. The total amount of the five-year assessment is $.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the Director of the Anoka County Records and Taxation Division (but no later than November 15, 2024), pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution. He/she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued through the date of payment. However, such payment must be made no later than November 14 or interest will be charged through December 31 of the next succeeding year.

4. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Property Records and Taxation Division to be extended on the proper tax lists of the County, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the Coon Rapids City Council this 3rd day of September 2024.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

RESOLUTION NO. 24-84

RESOLUTION ADOPTING 2024(2) MISCELLANEOUS SPECIAL ASSESSMENTS (TEN YEAR)

WHEREAS, pursuant to property notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for the nonpayment of invoices; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that

1. Such proposed assessment, a copy of which is attached hereto and made a part thereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessments shall become payable in annual installments, commencing with the first Monday in January 2025, and shall bear interest at the rate of 4.42% per annum from the date of the adoption of this assessment resolution. To the installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2025. The total amount of the ten-year assessment is $.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the Director of the Anoka County Records and Taxation Division (but no later than November 15, 2024), pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution. He/she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued through the date of payment. However, such payment must be made no later than November 14 or interest will be charged through December 31 of the next succeeding year.

4. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Property Records and Taxation Division to be extended on the proper tax lists of the County, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the Coon Rapids City Council this 3rd day of September 2024.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

City Council Regular **7.**

Meeting Date: 09/03/2024

Subject: PC 24-22, Consider Site Plan, Family Promise of Anoka County, 340 95th Ave NW

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

INTRODUCTION

The applicant is requesting site plan approval for a new eight-unit apartment building aimed at residents transitioning out of homelessness. This housing would be built on property to the northeast and just across 94th Avenue from the existing Family Promise offices, with stormwater drainage extending onto a second adjacent parcel. Total housing on site is proposed to include a new eight-unit apartment building and an existing single-family rental home on the site, for a total of nine units on the site.

At its meeting on August 15th, 2024, the Planning Commission held a public hearing at which no public comments were received. The Planning Commission then voted to recommend to the Council approval of the site plan and approval of the requested flexibility.

60 DAY RULE

The applicant submitted this application on:	**07/08/2024**
To comply with the requirements of Minnesota Statute §15.99, the City must approve or deny the application by:	**09/06/2024**

LOCATION

	Existing Use	Comprehensive Plan	Zoning
Subject Property	Single-Family Home	Commercial Mixed-Use	PORT Evergreen; River Rapids Overlay District
North	Mason Park (across HW 610)	Park, Recreation, or Preserve	LDR-2
South	Northern Sanitary Supply Co.	Commercial Mixed-Use	PORT Evergreen; River Rapids Overlay District
East	Single-Family Homes	Commercial Mixed-Use	PORT Evergreen; River Rapids Overlay District
West	Family Promise of Anoka County Office; Vacant	Commercial Mixed-Use	PORT Evergreen; River Rapids Overlay District

DISCUSSION

Project Overview. This site plan application relates to two lots near the intersection of 94th Ave and 95th Ave. The larger of the two properties is 1.38 acres in size, and is addressed at 340 95th Ave with PID: 25-31-24-43-0001 (Parcel One). The smaller property is 0.08 acres in size, has no address and has PID: 25-31-24-43-0049 (Parcel Two). The total area of the site is 1.46 acres. The applicant is proposing to use parcel one for all structures and most land improvements, and is proposing to use parcel two only to house an extension of the proposed stormwater pond. The Applicant has indicated interest in applying for site plan approval to add additional units in the future, however the current request only includes the eight apartment units and one single-family unit.

The proposed apartment building would include three two-bedroom units at a minimum floor area of 850 sq ft, and five efficiency units at a minimum floor area of 528 sq ft. The units would be full units with full bathrooms and kitchens meeting the requirements for apartment buildings in the PORT zoning districts. Although the rental of the units will be targeted at residents transitioning out of homelessness, the units themselves are standard and not substantially different from market-rate apartment units. The apartment building is also proposed to contain community amenities such as a community kitchen and dining room, play area, restrooms, and laundry room, as well as staff office space.

An outdoor children's play area and a pet run area are proposed as outdoor amenities for the site. Thirteen new parking spaces are proposed to be added, in addition to the existing parking spaces on the adjacent Family Promise office site to the southwest, about 20 of which will be available to serve the new dwelling units. A trash enclosure is proposed to be located at the end of the new parking lot. To meet stormwater requirements, an infiltration basin is proposed on the southeast corner of the site, straddling parcels one and two.

Analysis. Staff has evaluated the site plan application and offers the following analysis:

Dimensional Requirements – **one dimensional flexibility requested**

PORT Evergreen Standards (11-903.6)	**Proposed**
Height – 20 ft min	**OK** - ~30' at middle of gable (~40' to peak)
Lot Area – 6,000 sf	**OK** – 1.46 acres (63,597 sf)
Lot Width – 50 ft min	**OK** - 210 ft
Impervious Coverage – 80% max	**OK** – 32.2%
Floor Area – 500 sf efficiency; 700 sf 2bd	**OK** – 528 sf efficiency; 850 sf 2bd
Open Space – 250 sf per unit (2,250 sf)	**OK** – 5,805 sf
Setbacks Required Bldg from arterial street ROW 22' Bldg from collector and local street 10' min, 20' max Bldg from property line 10' Parking from local street – no closer than the building Parking from adjacent property lines 10'	 **OK** – N/A **OK** – 17' **OK** – 17' **OK** - >50' **OK** – 10'
Parking – 2.25 spaces per unit (21 spaces) Garage spaces – 1 per unit (9 spaces) Private off-street – 1 per unit (9 spaces)	*OK with dimensional flexibility* – 13 spaces plus ~20 parking spaces on FP office site across 94th Ave, none covered 0 garage spaces 0 private off-street spaces
Lighting – minimum one foot-candle	*OK with condition* – minimum one foot-candle across parking lot

Development Guidelines – **conditions provided for pedestrian access and for landscaping**

River Rapids Overlay District Requirements (11-1003.11)	**Staff Analysis and Comments**
Two story expression – pitched roofs, dormers, gables containing windows	**OK** – Building includes multiple gables of different sizes as well as covered patios and awnings.
Building massing – staggering building, adding columns, components, recessing doorways, uneven facades, etc.	**OK** – Different colors and materials are uses for different sections of the building. Central covered patio contains columns and acts as a focal point. Windows on all building faces. The applicant has stated they are able to commit to the colors shown on the elevations.

Facades – articulate building facades	**OK** – Building facades are articulated with material/color changes, gables, windows, vents, columns, and awnings.
Varied roof shapes	**OK** – Pitched roof and gables used to provide variety
Focal element or feature – elevating part of the building, tower or emphasizing prominent part of building, etc.	**OK** – Covered patios with columns at front and rear entrances, and awnings over doors on/near the side faces act as visual focal elements.
Canopies and Awnings – fronts of building face street	**OK** – Entryway treatments provided
Building Materials – high quality materials like brick, natural stone, stucco, textured cast stone, fiber-cement siding, CMUs	**OK** – The exterior of the building includes a variety of materials and colors including brick, fiber substrate panel w/ battens, hardie lap siding.
Windows and Doors – 60% of horizontal distance between 3 and 8 feet of retail façade	N/A – only applies to office and retail uses
Outdoor Spaces – outdoor plazas, seating, dining, etc.	**OK** – A covered outdoor patio is provided with benches at the front and rear entrances, and a children's play area and pet area are provided elsewhere on site.
Parking – locate parking to rear or side of buildings	**OK** – New parking spaces (13) are located behind the building. Additional parking located offsite.
Pedestrian Access and Circulation – ped and bike amenities and circulation	**OK** – On-site sidewalk circulation is provided between the building and parking areas, between buildings, and around the site. A bike rack is provided as well.
Urban Design Furniture and Amenities – benches, trash receptacles, bike racks, lighting	**OK –** Seating areas are proposed on patios.
Landscaping	*OK with condition* **–** see landscaping section below
Lighting – accent lighting on facades, landscape treatments, etc.	*OK with condition* **–** lighting 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 – rooms are accessed internally
Entry Steps (if applicable)	N/A – rooms are accessed internally
Loading Spaces – loading spaces, overhead doors, service area cannot face Coon Rapids Blvd and be in rear yard	N/A – no overhead doors proposed
Screening of mechanical equipment	**OK –** mechanical equipment proposed to be located behind the building.
Screening of dumpsters and recycling containers	**OK –** trash enclosure to have three sides of matching material to the exterior building with a fourth side as a durable gate.

Site Plan Criteria – **conditions provided for pedestrian access and for landscaping**

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 office and residential land uses. This use is a permitted use in the PORT zoning district.

(b) Preserve existing natural features whenever possible	**OK –** Existing trees will be preserved along the north side of the side and around the existing single-family home. The site will provide adequate landscaping and stormwater infiltration to ensure proper on-site management.
(c) Achieve a safe and efficient circulation system	*OK with condition* **–** The parking spaces and drive aisles are of sufficient width to allow for safe and efficient traffic circulation. Access to the site is provided from 94th Ave. Internal sidewalk circulation is provided for residents, employees and guests. Parking lot striping on the office site is required as a condition.
(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. Minimal traffic would be added to existing residential streets containing residential driveways. Access to Coon Rapids Blvd is via Flintwood St or 95th Ave. "No Parking" signs currently in place along 94th Ave.
(e) Conform to the city's plan for parks, streets, service drives and walkways	**OK –** Both the River Rapids Overlay District and PORT District guide development to be pedestrian-oriented and create a pedestrian-friendly environment. Pedestrian access to the site and internal pedestrian circulation is proposed. Transit access exists nearby with stops for the Metro Transit 852 bus located within 400 feet of the site on Coon Rapids Blvd.
(f) Conform to the city's Comprehensive Land Use Plan	**OK –** The proposed use aligns with the commercial mixed-use future land use designation. This proposal is consistent with Housing Policy 2-1, 2-4, 2-5 & Land Use Policy 1-2, 6-1, 6-5.
(g) Achieve a maximum of safety, convenience and amenities	**OK –** An internal sidewalk system connects the building entrances to the new parking area. The existing parking area on the Family Promise office site does not have a designated pedestrian connection; however due to minimal proposed use of the parking lot and minimal vehicle traffic on 94th Avenue, Staff do not think this is necessary.
(h) Show sufficient landscaping to reasonably screen undesirable features and to enhance the image of the development	**OK with condition –** see landscaping section below
(i) Not create detrimental disturbances to surrounding properties	**OK -** Because of similar intensity of adjacent commercial and office uses, and the large setbacks of adjacent single-family residential uses, the project will not create disturbances that are detrimental to surrounding properties.
(j) Meet requirements of this Title	**OK –** The project has one dimensional flexibility requested that meets the intent of the PORT District and River Rapids Overlay District.
(k) Show efforts to conserve energy whenever practical	**OK –** Sustainability comments are included for the applicant for consideration.

Circulation **– pedestrian access from the public right-of-way**
Vehicles would enter and exit the site from 94th Ave to and from the parking area, and occasionally would use 94th Ave or Coon Rapids Blvd to access the Family Promise office site to use that parking lot. The site would have 13 new parking stalls in addition to the ~20 existing parking stalls (not including the ten needed for the existing office building) on the Family Promise office site to the southeast.

The River Rapids Overlay District and PORT District guide development to be pedestrian-oriented and create a pedestrian-friendly environment. There are sidewalks provided around the site for residents to walk on-site and access the site from 94th Ave. There is also a covered patio area, children's play area, and pet area for residents. There are no sidewalk connections directly to or from the site on 94th Ave, although the existing sidewalks along Coon Rapids Blvd, which provide access to a transit stop, are accessible via the office site parking lot.

Parking – **resident vehicle access and storage**
The existing parking lot accessory to the Family Promise office site to the southwest of the subject property, across 94th Ave, is proposed to be used for resident parking, in addition to the 13 new spaces proposed on site. This parking lot is currently unstriped and contains about 30 spaces. Ten spaces are needed for the existing office building, leaving about 20 spaces for the apartment site. A requirement to stripe the office parking lot has been included as a condition.

Although this additional parking is needed in order to meet City Code requirements, it is the opinion of the applicant that it will rarely be used by residents. The applicant states that, on average, only about 60% of households residing in Family Promise housing own vehicles, and it is rare for a household to own more than one vehicle. Based on this information, it could be expected that the number of parking spaces needed to hold all resident vehicles would be unlikely to exceed 13.

To add to this, current traffic on 94th Ave is minimal, since the street does not contain any residential driveways or primary accesses to business, and only extends from 95th Ave to Flintwood St, both of which are also connected via 95th Ave and via Coon Rapids Blvd. Based on this information, Staff do not believe that additional pedestrian infrastructure is necessary to connect the Family Promise office site parking lot to the apartment, since both pedestrian crossing and vehicle use of 94th Ave are likely to be minimal.

The PORT district requires 2.25 spaces per unit, or 21 spaces, one per unit of which (nine spaces) need to be covered. Through parking on the site and on the adjacent office site, the applicant is proposing a sufficient number of spaces, however no covered spaces are proposed. The applicant is requesting flexibility to allow only uncovered parking spaces onsite.

Density – **conformance with the 2040 Comprehensive Plan**
The applicant is proposing 9 units on 1.52 acres, or 5.9 units per acre. The housing density range stated in the 2040 Comprehensive Plan for the Commercial Mixed-Use district is 10 to 50 units per acre. However, this density is calculated as an average of the entire district, and the proposed development will not bring the overall average density below the minimum 10 units per acre. The applicant will also have the opportunity in the future to propose additional residential buildings on site, which will increase the density on site and bring it closer to the 10 units/acre threshold.

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. A permit approving the site's stormwater management is required from the Coon Creek Watershed District before a building permit would be issued by the City.

Landscaping – **ensure entire site will meet minimums when complete**
The applicant is planning to remove 44 existing trees of various sizes, and keep 20 existing trees on site. The applicant is also proposing to add eight overstory trees, seven evergreen trees, and one ornamental tree to the site, for a total of 16 trees, and add 80 shrubs to the site in the area around the apartment building.

City landscaping requirements provide numbers of trees and shrubs needed to satisfy the street frontage, open yard, parking lot, and screening requirements. With 5,805 square feet of open space provided onsite, at least eight trees and 12 shrubs need to be provided. This requirement is met by the 16 new trees and 80 new shrubs provided, along with the 20 existing trees saved. One tree is also required per 40 feet of street frontage (inclusive of open space trees). Due to existing utility lines onsite, the frontage area along 94th Ave does not work as a location for new trees. However, at Staff request, about seven trees, four of which are overstory and three of which are evergreen, are proposed along the front of the stormwater pond and near the front of the apartment building. Staff believe that this effort does substantially meet the requirement, given the unique site constraint caused by the location of utilities.

Screening required between the site and adjacent residential uses include a bufferyard containing at least 40 landscape units (based on number of overstory/evergreen/ornamental trees and shrubs in the bufferyard). The applicant has provided 70 landscape units, meeting this requirement. A three-foot berm is also required between the parking area and the adjacent residential properties, which has not been provided by the applicant, and is addressed as a condition of approval.

Signage **– requires separate sign permits and approval**
The applicant plans to propose signage separately from the current site plan.

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 provided certain findings are met.

Dimensional Flexibility for Parking
The modification is necessary to respond to site conditions, will result in better integration of uses or additional public amenities, and will further the intent of this Section.

The PORT district requires 2.25 spaces per unit, or 21 spaces, one per unit of which (nine spaces) need to be covered. Through parking on the site and on the adjacent office site, the applicant is proposing a sufficient number of spaces, however no covered spaces are proposed. Due to the unique circumstances of the type of resident that Family Promise targets, residents often do not own vehicles, and very rarely own more than one vehicle. It is also rare for residents to require storage space outside of what is available in the apartments themselves. It is also worth noting that the site is not intended for long-term residents – usually not more than one year. Thus, staff believe that these circumstances make it reasonable on this site not to provide covered parking spaces.

RECOMMENDATION

In planning case 24-22, the City Council **approve** the proposed site plan with the following conditions:

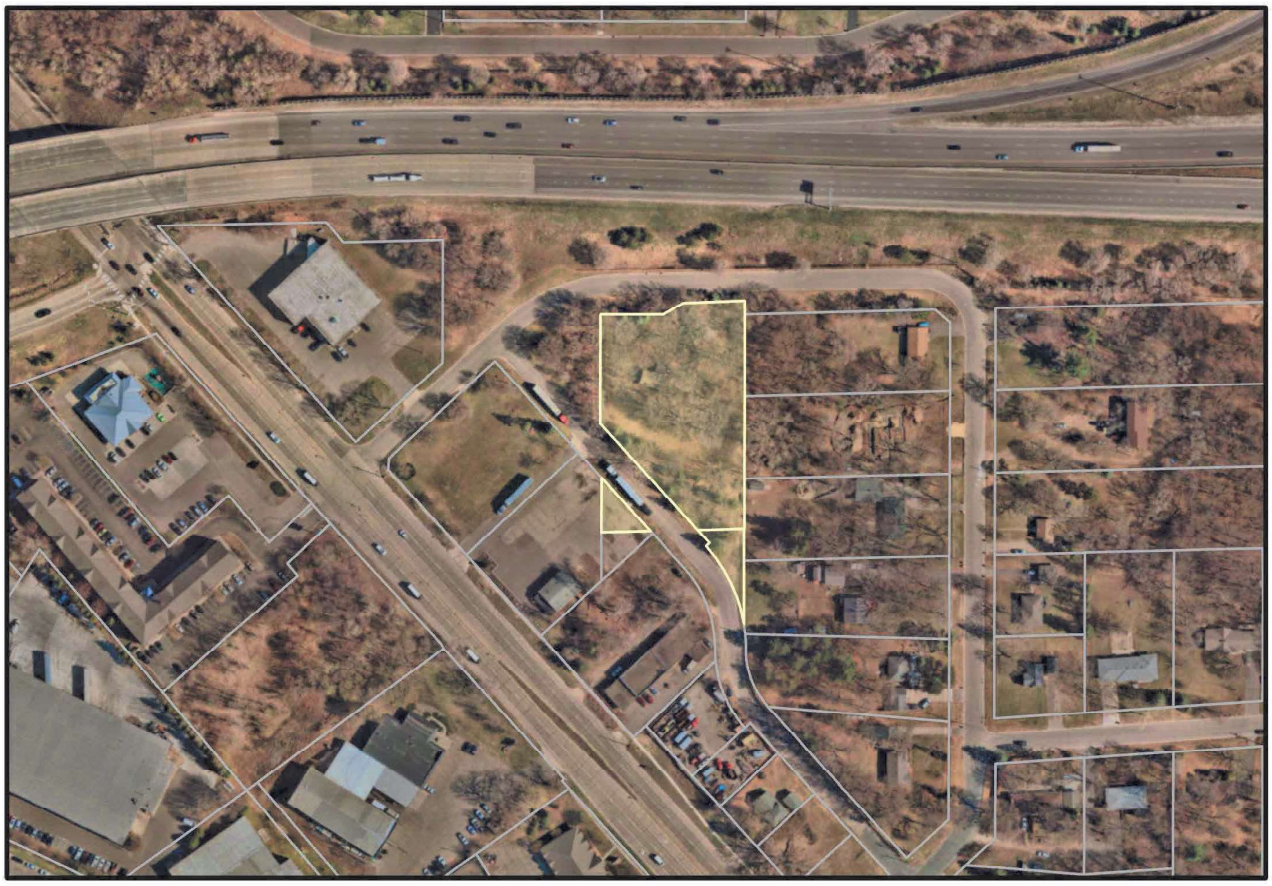
1. All engineering comments be addressed.
2. All sustainability comments be considered.
3. The applicant enter into a site security agreement with the City.
4. All units on site, including the existing single-family home, be connected to City sewer and water utilities.
5. A shared parking agreement be executed between owners of the subject property and owners of the Family Promise office site (PID: 25-31-24-43-0044)
6. The parking lot on the Family Promise office site, to be used for parking for the apartment project, be striped to the standards of City Code Section 11-1202.
7. A park dedication fee of $12,690 ($1,410 per unit for nine units) be paid prior to issuance of building permits.
8. All parking areas on site be lit to one foot candle.
9. A right of entry agreement be established between the City and property owner to provide City access to hydrants located outside the public right of way.
10. A three-foot berm or three-foot high solid hedge be provided between the parking area on site and the adjacent single-family residential parcels.
11. All signage is subject to separate sign permits.
12. The applicant work with staff to ensure that façade and roof materials are appropriate.

In planning case 24-22, the City Council **approve** Dimensional Flexibility for covered parking, finding that the modifications are necessary to respond to site conditions, result in better integration of uses or additional public amenities and further the intent of the PORT District.

Attachments

Location Map
Site Plan
Landscaping Update
Parking Exhibit
Common Open Space Exhibit
Engineering Comments
Sustainability Comments

Location Map



COON RAPIDS
Minnesota

Prepared by: Planning Division

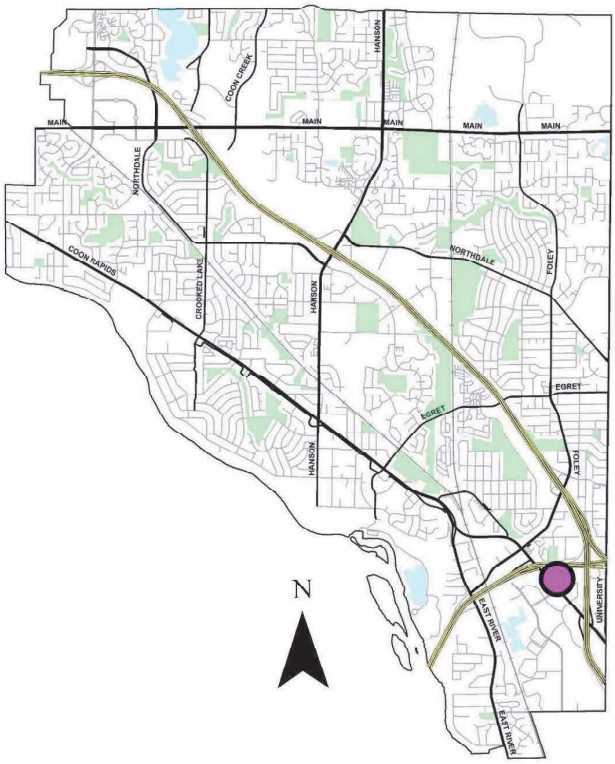
Date Exported: 7/12/2024 12:57 PM

Planning Case: 24-22

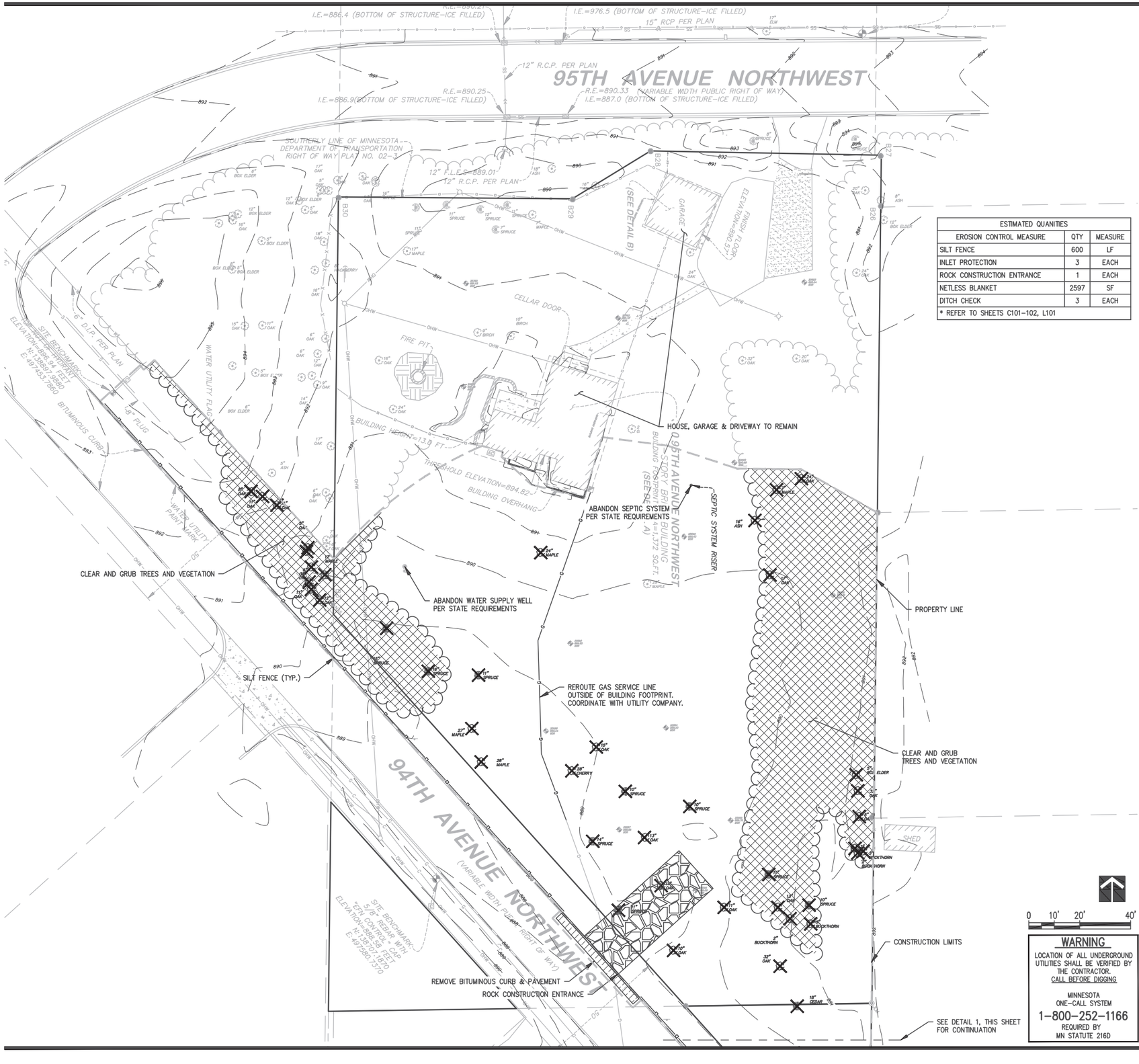
Land Use Review: Site Plan

Applicant: Family Promise in Anoka County

Address or PID: 340 95th Ave NW
25-31-24-43-0001 & 24-31-24-43-0049



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.



ESTIMATED QUANITIES		
EROSION CONTROL MEASURE	QTY	MEASURE
SILT FENCE	600	LF
INLET PROTECTION	3	EACH
ROCK CONSTRUCTION ENTRANCE	1	EACH
NETLESS BLANKET	2597	SF
DITCH CHECK	3	EACH
* REFER TO SHEETS C101-102, L101		

LEGEND

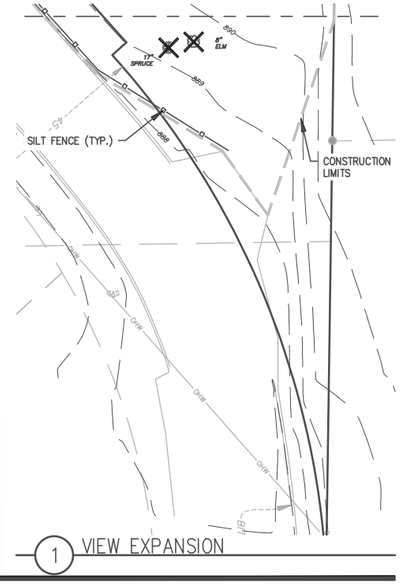
- CONSTRUCTION LIMITS
- ROCK CONSTRUCTION ENTRANCE, SEE 1/C501
- SILT FENCE, SEE 6/C501
- TYPE I INLET PROTECTION, SEE 5/C501
- TREE PROTECTION, SEE 2/C501
- REMOVE BITUMINOUS PAVEMENT
- REMOVE CONCRETE
- REMOVE TREE
- CLEAR & GRUB

GENERAL NOTES

1. THE CONTRACTOR SHALL OBTAIN ALL PERMITS FOR ALL WORK IN THE RIGHT-OF-WAY. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL WHILE WORKING WITHIN THE RIGHT-OF-WAY.
2. THE CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING. SEE PROJECT MANUAL FOR REQUIREMENTS.
3. THE CONTRACTOR SHALL VERIFY THE PROJECT LOCATION WITH SITE INTERFACES INCLUDING BUT NOT LIMITED TO UTILITIES, SIDEWALKS, EXISTING GRADES AND PROPOSED GRADES. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO EXECUTING THE WORK. NOTIFY THE ENGINEER IF FIELD CONDITIONS VARY FROM THE PLAN.
4. ALL BITUMINOUS AND CONCRETE REMOVAL LIMITS SHALL BE SAW CUT TO A NEAT LINE PRIOR TO PLACEMENT OF ANY NEW MATERIAL AGAINST EXISTING EDGES.
5. REMOVE ALL CONCRETE PAVEMENT, CONCRETE CURB AND CONCRETE CURB AND GUTTER TO NEAREST EXISTING JOINT. PARTIAL PANEL REPLACEMENT IS NOT PERMITTED. ANY PANEL DAMAGED DUE TO CONSTRUCTION ACTIVITIES SHALL BE FULLY REMOVED AND REPLACED AT NO ADDITIONAL COST TO THE OWNER.
6. ALL EXISTING AND PROPOSED STRUCTURE ACCESS COVERS SHALL BE ADJUSTED TO FINISHED GRADE BY THE CONTRACTOR.
7. THE CONTRACTOR SHALL PROTECT FROM DAMAGE ALL EXISTING PAVEMENTS DESIGNATED TO REMAIN. ANY PAVEMENTS DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.

EROSION CONTROL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR EROSION CONTROL ON THIS PORJECT. THE EROSION CONTROL DEVICES SHOWN IN THESE DRAWINGS ARE THE MINIMUM REQUIREMENTS. CONSTRUCT EROSION CONTROL DEVICES AS SHOWN AND AS NECESSARY TO PREVENT THE RUNOFF, TRACKING OR LOSS OF SOIL MATERIALS FROM DISTURBED AREAS ON THE PROJECT SITE.
2. SEDIMENT AND EROSION CONTROL DEVICES SHALL BE FUNCTIONAL BEFORE ANDY LAND IS OTHERWISE DISTURBED ON THE SITE.
3. THE SPECIFIED EROSION AND SEDIMENT CONTROL PRACTICES ARE THE MINIMUM. ADDITIONAL SEDIMENT CONTROL PRACTICES MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION.
4. PUBLIC AND PRIVATE DRIVES SHALL BE SWEPT CLEAR AS NEEDED TO KEEP THE PAVEMENT CLEAR OF SEDIMENT AND CONSTRUCTION DEBRIS.
5. REFER TO SHEET C102 FOR EROSION AND SEDIMENT CONTROL TO BE INSTALLED AFTER CONSTRUCTION OF SITE FEATURES.
6. CONTRACTOR TO LOCATE CONCRETE WASHOUT FACILITY ON SITE AND PROTECT SITE AND ADJACENT PROPERTY FROM CONCRETE WASHOUT RUNOFF.



1 VIEW EXPANSION

WARNING
LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR.
CALL BEFORE DIGGING
MINNESOTA ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY MN STATUTE 216D

LHB
701 Washington Ave. N. Ste 200 | Minneapolis, MN 55401 | 612.338.2029

CLIENT:
FAMILY PROMISE IN ANOKA COUNTY
363 COON RAPIDS BLVD NW
COON RAPIDS, MN 55433

THIS SQUARE APPEARS 1/2" x 1/2" ON FULL SIZE SHEETS

NO	DATE	ISSUED FOR
2	07/08/2024	CITY & WATERSHED SUBMITTAL
1	06/11/2024	SCHEMATIC DESIGN

NO	DATE	REVISION

PRELIMINARY
NOT FOR CONSTRUCTION
07/08/2024

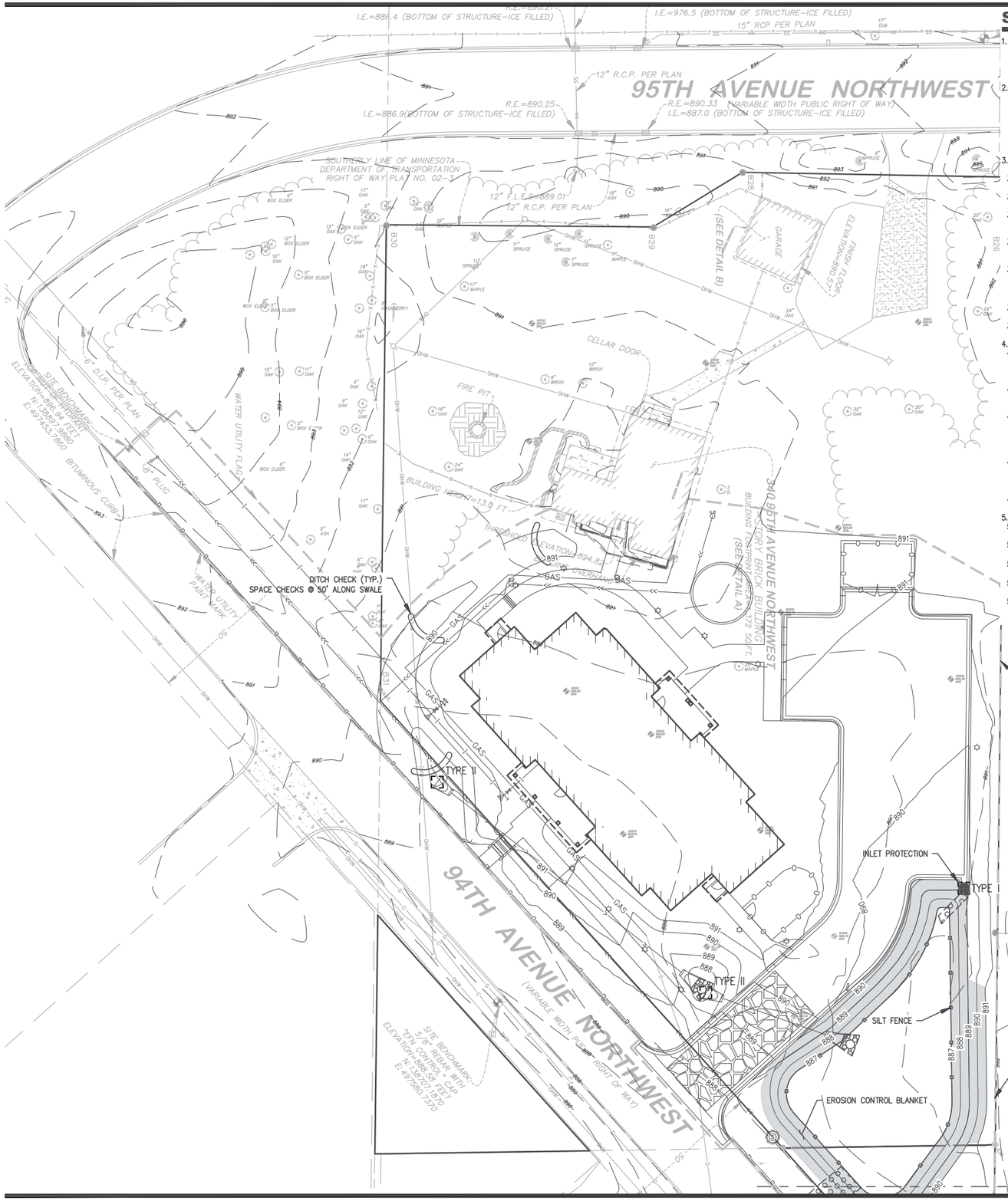
COPYRIGHT 2024 BY LHB, INC. ALL RIGHTS RESERVED.

PROJECT NAME:
FAMILY PROMISE
340 95TH AVE NW
COON RAPIDS, MN 55433

DRAWING TITLE:
REMOVALS & INITIAL EROSION CONTROL PLAN

DRAWN BY: DPG
CHECKED BY: MMW
PROJ. NO: 230138
DRAWING NO: **C101**

File Path: J:\230138\50 Drawings\CAD\230138 C101 Removals & EC Plan.dwg
Plot Date: 9/29/2021 4:29 PM



SOIL AMENDMENT PROCEDURE

1. SOILS DISTURBED BY THE CONTRACTOR'S OPERATIONS WITH IN THE PROJECT LIMITS THAT ARE INTENDED TO SUPPORT PERVIOUS SURFACES SHALL BE AMENDED TO MITIGATE FOR SOIL COMPACTION PER THE COON CREEK WATERSHED DISTRICT (CCWD) SOIL AMENDMENT GUIDELINES.
2. CONTRACTOR SHALL SUBMIT AN AMENDED SOILS WORK PLAN TO CCWD STAFF AT PRECONSTRUCTION MEETING. AMENDED SOILS WORK PLAN SHALL INCLUDE INFORMATION ON METHOD, EQUIPMENT TO BE USED, PHASING, NAME OF RESTORATION SUBCONTRACTOR, AND OTHER INFORMATION RELEVANT TO ENSURING THE GOAL OF THE AMENDED SOILS WILL BE MET. FINAL APPROVAL WILL NOT BE GRANTED WITHOUT A SATISFACTORY AMENDED SOILS WORK PLAN.
3. SOILS AMENDMENT PROCEDURE OPTION E: STOCKPILE SITE SOILS, REAPPLY, AND AMEND IN PLACE.
   - 3.1. ONLY APPLICABLE WHERE THE SOIL IS NOT THE ORIGINAL, UNDISTURBED SOIL NATIVE TO THE SITE.
   - 3.2. REMOVE SOIL AND STOCKPILE IN AN APPROVED LOCATION PRIOR TO GRADING.
   - 3.3. AFTER GRADING AND OTHER DISTURBANCES ARE COMPLETED, REAPPLY SOIL TO A MINIMUM 6-INCH DEPTH FOR HSG A OR 12-INCH DEPTH FOR ALL OTHER SOIL TYPES.
   - 3.4. BEFORE APPLYING THE TOPSOIL MIX, TILL THE COMPACTED SUBSOIL AT LEAST 2 INCHES DEEP OR ROTOTILL SOME OF THE NEWLY APPLIED TOPSOIL INTO THE SUBSOIL.
   - 3.5. APPLY A LAYER OF COMPOST TO THE REAPPLIED SOILS TO A MINIMUM 2.5-INCH DEPTH. USE MNDOT 3890 GRADE 2 CERTIFIED COMPOST. THE COMPOST SHALL NOT CONTAIN ANY BIOSOLID/MIXED MUNICIPAL COMPOST/ANIMAL MANURE COMPONENTS.
   - 3.6. RETAIN COMPOST TEST RESULTS AND RECEIPTS FOR COMPOST DELIVERED TO THE SITE.
   - 3.7. ROTOTILL COMPOST INTO SOIL TO A DEPTH OF AT LEAST 8 INCHES.
4. INSPECTION AND TESTING
   - 4.1. COMPARE SITE CONDITIONS WITH THE APPROVED PLAN SET.
     - 4.1.1. ENSURE SITE CONDITIONS MATCH APPROVED DRAWINGS.
     - 4.1.2. VERIFY THAT THE AMENDED SOILS HAVE BEEN FENCED OFF TO PREVENT COMPACTION.
   - 4.2. INSPECT DELIVERY TICKETS FOR COMPOST AND TOPSOIL.
     - 4.2.1. THE CONTRACTOR MUST PROVIDE ORIGINAL DELIVERY TICKETS AND NECESSARY SOILS TESTS TO VERIFY SITE CONDITIONS.
   - 4.3. VERIFY DEPTH OF AMENDED SOILS AND SCARIFICATION:
     - 4.3.1. DIG AT LEAST ONE TEST HOLE PER ACRE TO VERIFY 8-INCH TOPSOIL DEPTH.
     - 4.3.2. THE TOP 8 INCHES SHOULD BE EASY TO DIG USING A GARDEN SPADE AND BE DARK IN COLOR.
   - 4.4. CHECK SOIL DEPTH IN SEVERAL SPOTS:
     - 4.4.1. USE A "ROD PENETROMETER" TO CONFIRM THAT SOIL IS UNCOMPACTED 12 INCHES DEEP AT 10 LOCATIONS PER ACRE, WITH A MINIMUM OF TEN ON SMALLER SITES.
   - 4.5. COORDINATE WITH LANDSCAPING CONTRACTOR.
5. THIS PROCEDURE SHALL NOT BE APPLIED TO THE FOLLOWING AREAS:
   - 5.1. IN AREAS WHERE TREE ROOTS ARE TO BE PROTECTED, WHICH GENERALLY EXTENDS TO THE TREE CANOPY DRIPLINE.
   - 5.2. ON SLOPES EXCEEDING 10 PERCENT UNLESS PERMANENT EROSION CONTROL MEASURES ARE IMPLEMENTED.
   - 5.3. WHEN SURFACE SOILS ARE SATURATED OR WET (EXCEED FIELD CAPACITY) OR ON DRY SOILS.
   - 5.4. SURFACE DRAINAGE IS TOWARD AN EXISTING OR PROPOSED BUILDING FOUNDATION.
   - 5.5. CONTRIBUTING IMPERVIOUS SURFACE AREA EXCEEDS THE SURFACE AREA OF THE AMENDED SOILS.

LEGEND

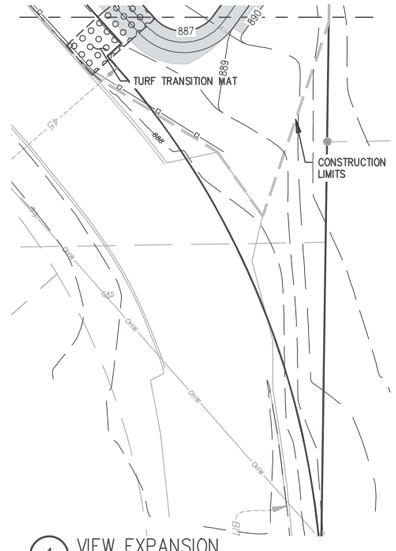
- CONSTRUCTION LIMITS
- SILT FENCE, SEE 6/C501
- TYPE I — INLET PROTECTION, SEE 5/C501
- EROSION CONTROL BLANKET, SEE GENERAL NOTE 4 & 3/C501.
- TURF TRANSITION MAT, SEE 7/C501.
- RIPRAP
- DITCH CHECK, SEE 4/C501

GENERAL NOTES

1. SEDIMENT AND EROSION CONTROL MEASURES INDICATED ON SHEET C101 ARE TO BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
2. REFER TO LANDSCAPE PLAN FOR PERMANENT TURF ESTABLISHMENT REQUIREMENTS.
3. SEE SHEETS C101 FOR INITIAL EROSION CONTROL PLAN.
4. SLOPES TO BE STABILIZED WITH MNDOT CATEGORY 20 BLANKET AND BIODEGRADABLE STAPLES OR APPROVED EQUAL. NETTING AND METAL STAPLES WILL NOT BE ALLOWED.

STORMWATER BMP NOTES

1. EXCAVATION OF INFILTRATION AREAS SHALL BE COMPLETED USING A BACKHOE WITH A TOOTHED BUCKET. WHERE POSSIBLE, EXCAVATION SHALL BE DONE FROM THE SIDES AND OUTSIDE THE FOOTPRINT OF THE INFILTRATION AREA TO AVOID SOIL COMPACTION.
2. NATIVE SOILS IN INFILTRATION AREAS SHALL BE DE-COMPACTED TO A MINIMUM DEPTH OF 18 INCHES BELOW THE SUBGRADE.
3. CONTRACTOR SHALL NOT COMPACT THE SUBGRADE BENEATH THE INFILTRATION SYSTEM.
4. INFILTRATION PERIMETER CONTROL AND EROSION CONTROL PRACTICES SHALL REMAIN IN PLACE UNTIL THE FINAL COMPLETION OF THE PROJECT OR VEGETATION HAS BEEN ESTABLISHED (WHICHEVER IS LATER).
5. INSTALLATION OF INFILTRATION PRACTICES SHALL BE DONE DURING PERIODS OF DRY WEATHER AND COMPLETED BEFORE A RAINFALL EVENT. PLACEMENT OF ENGINEERED SOILS SHALL BE ON DRY NATIVE SOIL ONLY.
6. THE BOTTOM EXCAVATION SURFACE OF INFILTRATION/FILTRATION AREAS SHALL BE LEVEL WITHOUT DIPS OR SWALES.
7. DURING CONSTRUCTION, STORMWATER MUST BE ROUTED AROUND INFILTRATION AREAS UNTIL ALL CONSTRUCTION ACTIVITY HAS CEASED AND TRIBUTARY SURFACES ARE CLEANED OF SEDIMENT. IT IS REQUIRED THAT IMPERVIOUS AREA CONSTRUCTION IS COMPLETED, AND PERVIOUS AREA ESTABLISHED WITH DENSE AND HEALTHY VEGETATION PRIOR TO INTRODUCTION OF STORMWATER INTO A VEGETATED INFILTRATION PRACTICE.
8. ENGINEERED SOIL SHALL REMAIN UNCONTAMINATED (NOT MIXED WITH OTHER SOIL) BEFORE AND DURING INSTALLATION.
9. TESTING DURING CONSTRUCTION: PRIOR TO COMPLETION OF THE STORMWATER INFILTRATION BEST MANAGEMENT PRACTICES (BMPs), FIELD INFILTRATION TESTS SHALL BE COMPLETED TO CONFIRM THE INFILTRATION RATE. REFER TO SPECIFICATION SECTION 31 2323 FOR ADDITIONAL REQUIREMENTS.



1 VIEW EXPANSION

WARNING
LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR. CALL BEFORE DIGGING
MINNESOTA ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY MN STATUTE 216D

LHB
701 Washington Ave. N. Ste 200 | Minneapolis, MN 55401 | 612.338.2029

CLIENT:
FAMILY PROMISE IN ANOKA COUNTY
363 COON RAPIDS BLVD NW
COON RAPIDS, MN 55433

THIS SQUARE APPEARS 1/2" x 1/2" ON FULL SIZE SHEETS

NO	DATE	ISSUED FOR
2	07/08/2024	CITY & WATERSHED SUBMITTAL
1	06/11/2024	SCHEMATIC DESIGN

NO	DATE	REVISION

PRELIMINARY
NOT FOR CONSTRUCTION
07/08/2024

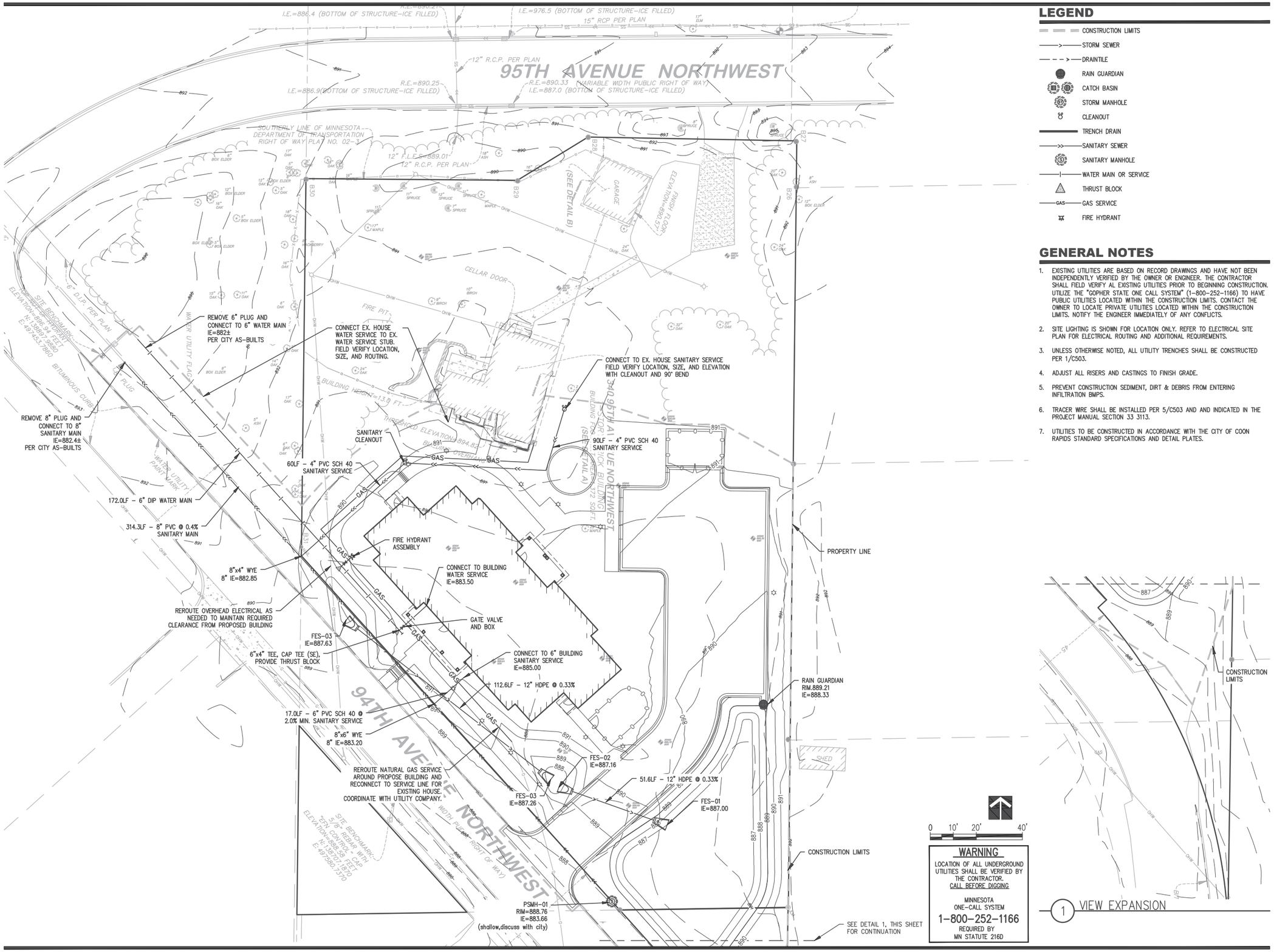
COPYRIGHT 2024 BY LHB, INC. ALL RIGHTS RESERVED.

PROJECT NAME:
FAMILY PROMISE
340 95TH AVE NW
COON RAPIDS, MN 55433

DRAWING TITLE:
PROPOSED EROSION CONTROL PLAN

DRAWN BY: DPG
CHECKED BY: MMW
PROJ. NO: 230138
DRAWING NO: C102

File Path: I:\2023\230138\500 Drawings\Civil\230138 C102 Prop EC.dwg
Plot Date: 9/29/2021 4:29 PM



LEGEND

- CONSTRUCTION LIMITS
- STORM SEWER
- DRAINTILE
- RAIN GUARDIAN
- CATCH BASIN
- STORM MANHOLE
- CLEANOUT
- TRENCH DRAIN
- SANITARY SEWER
- SANITARY MANHOLE
- WATER MAIN OR SERVICE
- THRUST BLOCK
- GAS SERVICE
- FIRE HYDRANT

GENERAL NOTES

1. EXISTING UTILITIES ARE BASED ON RECORD DRAWINGS AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ENGINEER. THE CONTRACTOR SHALL FIELD VERIFY AL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. UTILIZE THE "COPHER STATE ONE CALL SYSTEM" (1-800-252-1166) TO HAVE PUBLIC UTILITIES LOCATED WITHIN THE CONSTRUCTION LIMITS. CONTACT THE OWNER TO LOCATE PRIVATE UTILITIES LOCATED WITHIN THE CONSTRUCTION LIMITS. NOTIFY THE ENGINEER IMMEDIATELY OF ANY CONFLICTS.
2. SITE LIGHTING IS SHOWN FOR LOCATION ONLY. REFER TO ELECTRICAL SITE PLAN FOR ELECTRICAL ROUTING AND ADDITIONAL REQUIREMENTS.
3. UNLESS OTHERWISE NOTED, ALL UTILITY TRENCHES SHALL BE CONSTRUCTED PER 1/C503.
4. ADJUST ALL RISERS AND CASTINGS TO FINISH GRADE.
5. PREVENT CONSTRUCTION SEDIMENT, DIRT & DEBRIS FROM ENTERING INFILTRATION BMPS.
6. TRACER WIRE SHALL BE INSTALLED PER 5/C503 AND AND INDICATED IN THE PROJECT MANUAL SECTION 33 3113.
7. UTILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF COON RAPIDS STANDARD SPECIFICATIONS AND DETAIL PLATES.

LHB
701 Washington Ave, N. Ste 200 | Minneapolis, MN 55401 | 612.338.2029

CLIENT:
FAMILY PROMISE IN ANOKA COUNTY
363 COON RAPIDS BLVD NW
COON RAPIDS, MN 55433

THIS SQUARE APPEARS 1/2" x 1/2" ON FULL SIZE SHEETS

NO	DATE	ISSUED FOR
2	07/08/2024	CITY & WATERSHED SUBMITTAL
1	06/11/2024	SCHEMATIC DESIGN

NO	DATE	REVISION

PRELIMINARY
NOT FOR CONSTRUCTION
07/08/2024

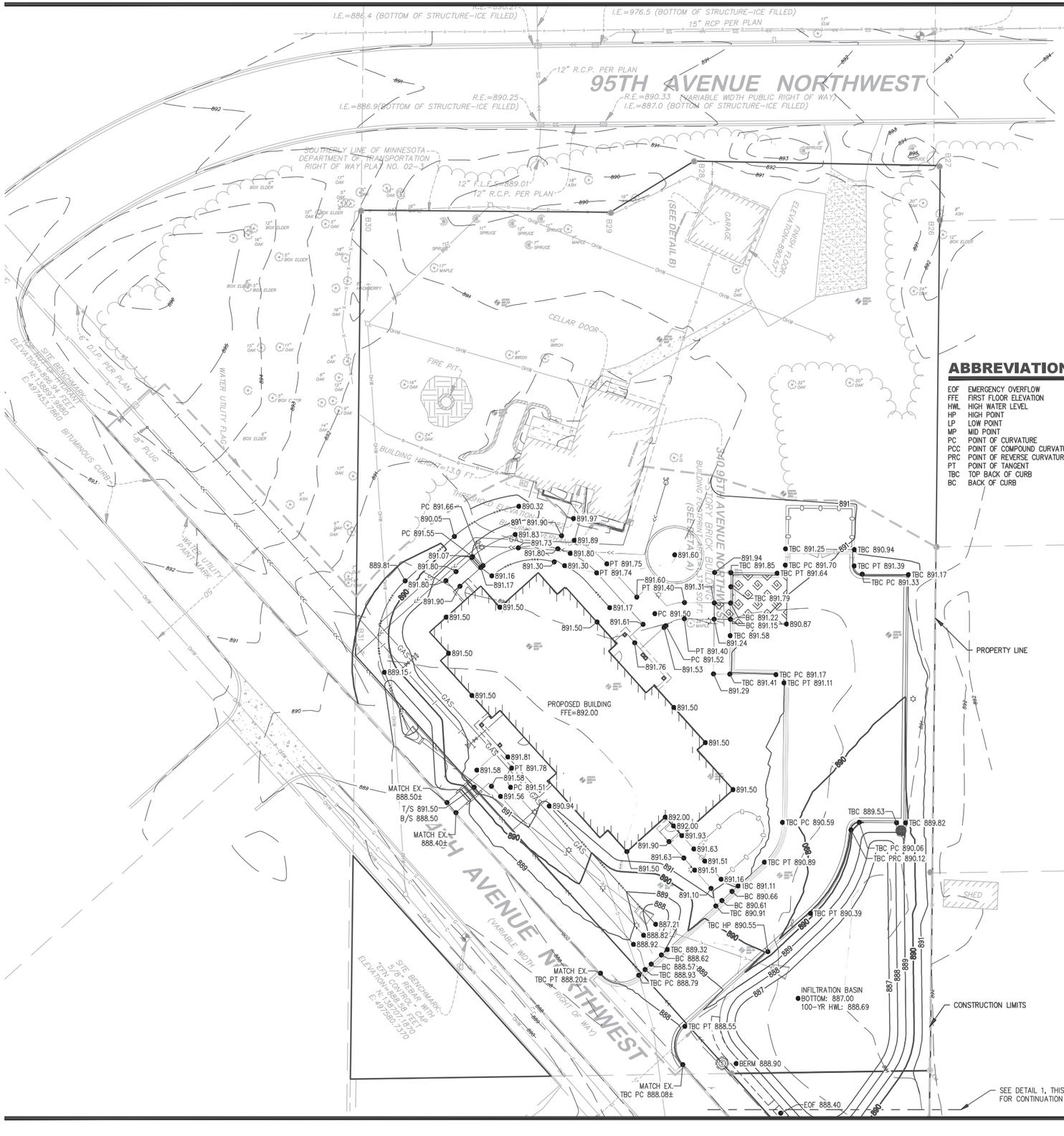
COPYRIGHT 2024 BY LHB, INC. ALL RIGHTS RESERVED.

PROJECT NAME:
FAMILY PROMISE
340 95TH AVE NW
COON RAPIDS, MN 55433

DRAWING TITLE:
UTILITY PLAN

DRAWN BY: DPG
CHECKED BY: MMW
PROJ. NO: 230138
DRAWING NO: C201

File Path: ...\230138\50 Drawings\Civil\230138 C201 Utility Plan.dwg
Plot Date: 9/29/2021 4:29 PM



ABBREVIATIONS

EOF	EMERGENCY OVERFLOW
FFE	FIRST FLOOR ELEVATION
HWL	HIGH WATER LEVEL
HP	HIGH POINT
LP	LOW POINT
MP	MID POINT
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENT
TBC	TOP BACK OF CURB
BC	BACK OF CURB

LEGEND

- CONSTRUCTION LIMITS
- MAJOR CONTOUR (5' INTERVAL)
- MINOR CONTOUR (1' INTERVAL)
- SLOPE ARROW
- 863.25 SPOT ELEVATION
- GRADE BREAK
- REVERSE GUTTER CURB
- ADA CRITICAL AREA 2% MAX IN ANY DIRECTION

THE CONTRACTOR SHALL MAKE APPROPRIATE DEDUCTIONS FOR VARYING SURFACES TO DETERMINE SUBGRADE ELEVATIONS.

2. SPOT ELEVATIONS ALONG CURB LINES REPRESENT THE TOP BACK OF CURB UNLESS OTHERWISE NOTED.
3. UNLESS NOTED OTHERWISE, GRADES ADJACENT TO THE BUILDING WALL SHALL BE 6" BELOW FINISH FLOOR ELEVATION IN LANDSCAPED AREAS AND AT FINISH FLOOR ELEVATION FOR PAVED AREAS.
4. ALL EXISTING AND PROPOSED STRUCTURE ACCESS COVERS SHALL BE ADJUSTED TO FINISHED GRADE BY THE CONTRACTOR.
5. CONTRACTOR SHALL STOP WORK IMMEDIATELY IN THE AFFECTED AREA AND NOTIFY THE OWNER IF CONTAMINANTS ARE FOUND IN THE EXISTING SOILS.
6. SIDEWALK CROSS-SLOPES SHALL NOT EXCEED 2.0% CROSS-SLOPES OF AT LEAST 1.5% IN THE GENERAL DIRECTION OF THE OVERALL SITE SLOPE WILL BE ACHIEVED IN AREAS WHERE LONGITUDINAL SLOPES ARE LESS THAN 1.5%.
7. ONLY PLACE FILL MATERIALS ON COMPETENT, INSPECTED SUBGRADE.
8. IN AREAS WHERE NEW FILL IS TO BE PLACED ON SLOPING GROUND, BENCHING THE SURFACE SHALL BE COMPLETED PRIOR TO PLACING THE FILL. BENCHING SHALL BE COMPLETED WHERE SLOPES ARE STEEPER THAN 4:1 (HORIZONTAL: VERTICAL)
9. SEE SHEETS C101-102 FOR THE SEDIMENTATION AND EROSION CONTROL PLANS.
10. PROVIDE POSITIVE DRAINAGE AT ALL TIMES WITHIN THE CONSTRUCTION AREA. DO NOT ALLOW WATER TO POND IN EXCAVATION AREAS, AND MAINTAIN ALL EXISTING DRAINAGE PATTERNS.
11. REFER TO LANDSCAPE PLANS FOR AREAS TO RECEIVE PERMANENT SEED, SOD, TREES AND SHRUBS, ETC.
12. THE CONTRACTOR SHALL ADJUST TO GRADE ALL MANHOLES STRUCTURES AND APPURTENANCES THAT FALL WITHIN THE LIMITS OF THIS CONTRACT. THE CONTRACTOR SHALL KEEP ALL SAID EXISTING UTILITIES AND THEIR APPURTENANCES FREE OF DEBRIS AND OPERABLE AT ALL TIMES DURING CONSTRUCTION.
13. ALL GRADE WITHIN THE LANDSCAPED AREAS SHALL NOT EXCEED 3 HORIZONTAL TO 1 VERTICAL AND HAVE A MINIMUM GRADE OF 2% UNLESS OTHERWISE NOTED. AROUND THE BUILDING SHALL BE GRADED AT 5% FOR 10'. GRADED SWALES MUST HAVE A MINIMUM BOTTOM SLOPE OF 2.0%.
14. PREVENT CONSTRUCTION SEDIMENT, DIRT AND DEBRIS FROM ENTERING INFILTRATION BMP.
15. REFER TO SHEET C102 FOR STORMWATER BMP NOTES AND SOIL AMENDMENT PROCEDURE.



1 VIEW EXPANSION

0 10' 20' 40'

WARNING
LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR. CALL BEFORE DIGGING
MINNESOTA ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY MN STATUTE 216D

LHB
701 Washington Ave. N. Ste 200 | Minneapolis, MN 55401 | 612.338.2029

CLIENT:
FAMILY PROMISE IN ANOKA COUNTY
363 COON RAPIDS BLVD NW
COON RAPIDS, MN 55433

THIS SQUARE APPEARS 1/2" x 1/2" ON FULL SIZE SHEETS

NO	DATE	ISSUED FOR
2	07/08/2024	CITY & WATERSHED SUBMITTAL
1	06/11/2024	SCHEMATIC DESIGN

NO	DATE	REVISION

PRELIMINARY
NOT FOR CONSTRUCTION
07/08/2024

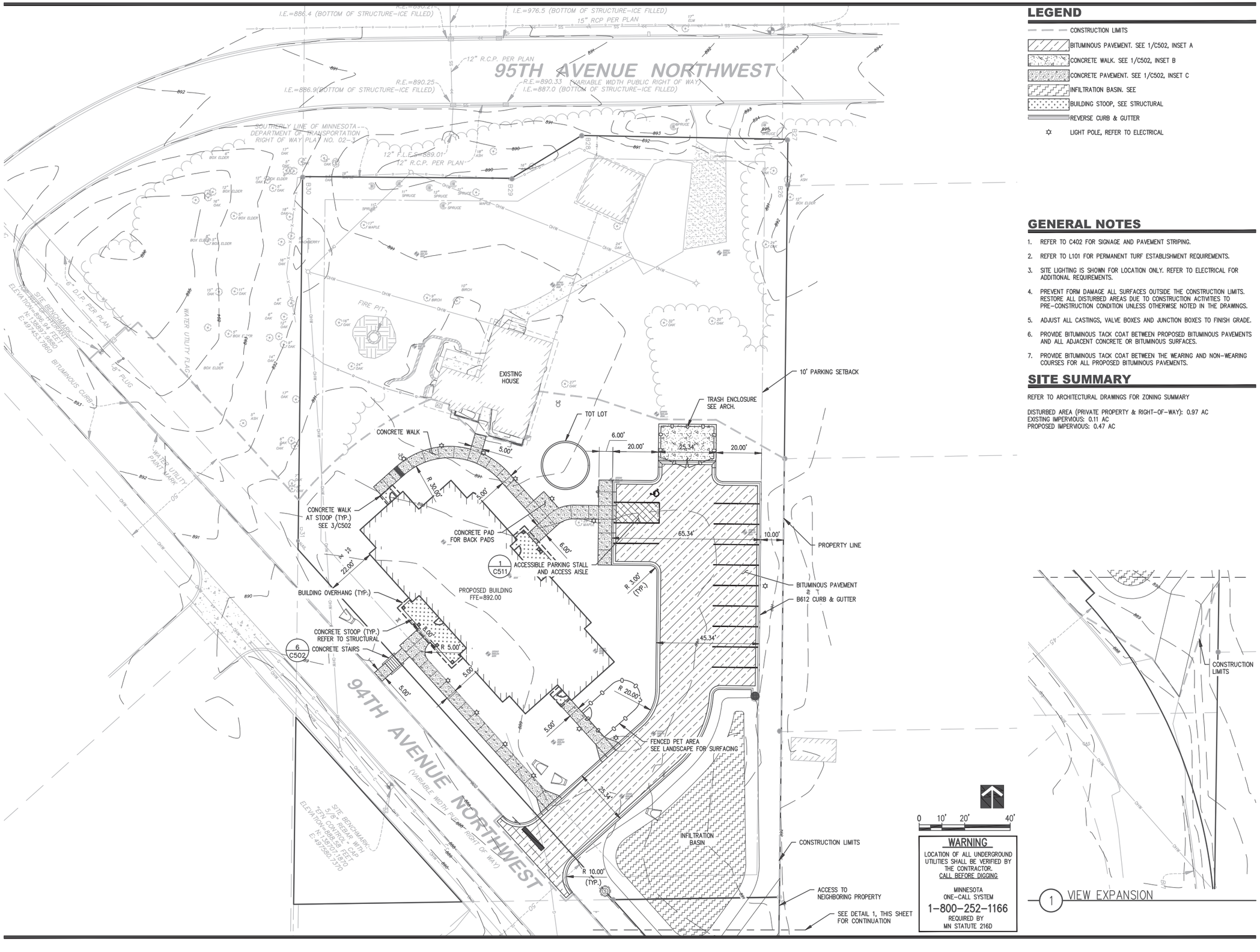
COPYRIGHT 2024 BY LHB, INC. ALL RIGHTS RESERVED.

PROJECT NAME:
FAMILY PROMISE
340 95TH AVE NW
COON RAPIDS, MN 55433

DRAWING TITLE:
GRADING PLAN

DRAWN BY: DPG
CHECKED BY: MMW
PROJ. NO: 230138
DRAWING NO: **C301**

File Path: J:\230138\50 Drawings\Civil\230138 C301 Grading Plan.dwg
Plot Date: 9/20/2024 4:29 PM



LEGEND

- CONSTRUCTION LIMITS
- BITUMINOUS PAVEMENT. SEE 1/C502, INSET A
- CONCRETE WALK. SEE 1/C502, INSET B
- CONCRETE PAVEMENT. SEE 1/C502, INSET C
- INFILTRATION BASIN. SEE
- BUILDING STOOP, SEE STRUCTURAL
- REVERSE CURB & GUTTER
- LIGHT POLE, REFER TO ELECTRICAL

GENERAL NOTES

1. REFER TO C402 FOR SIGNAGE AND PAVEMENT STRIPING.
2. REFER TO L101 FOR PERMANENT TURF ESTABLISHMENT REQUIREMENTS.
3. SITE LIGHTING IS SHOWN FOR LOCATION ONLY. REFER TO ELECTRICAL FOR ADDITIONAL REQUIREMENTS.
4. PREVENT FORM DAMAGE ALL SURFACES OUTSIDE THE CONSTRUCTION LIMITS. RESTORE ALL DISTURBED AREAS DUE TO CONSTRUCTION ACTIVITIES TO PRE-CONSTRUCTION CONDITION UNLESS OTHERWISE NOTED IN THE DRAWINGS.
5. ADJUST ALL CASTINGS, VALVE BOXES AND JUNCTION BOXES TO FINISH GRADE.
6. PROVIDE BITUMINOUS TACK COAT BETWEEN PROPOSED BITUMINOUS PAVEMENTS AND ALL ADJACENT CONCRETE OR BITUMINOUS SURFACES.
7. PROVIDE BITUMINOUS TACK COAT BETWEEN THE WEARING AND NON-WEARING COURSES FOR ALL PROPOSED BITUMINOUS PAVEMENTS.

SITE SUMMARY

REFER TO ARCHITECTURAL DRAWINGS FOR ZONING SUMMARY

DISTURBED AREA (PRIVATE PROPERTY & RIGHT-OF-WAY): 0.97 AC
EXISTING IMPERVIOUS: 0.11 AC
PROPOSED IMPERVIOUS: 0.47 AC

LHB
701 Washington Ave. N. Ste 200 | Minneapolis, MN 55401 | 612.338.2029

CLIENT:
FAMILY PROMISE IN ANOKA COUNTY
363 COON RAPIDS BLVD NW
COON RAPIDS, MN 55433

THIS SQUARE APPEARS 1/2" x 1/2" ON FULL SIZE SHEETS

NO	DATE	ISSUED FOR
2	07/08/2024	CITY & WATERSHED SUBMITTAL
1	06/11/2024	SCHEMATIC DESIGN

NO	DATE	REVISION

PRELIMINARY
NOT FOR CONSTRUCTION
07/08/2024

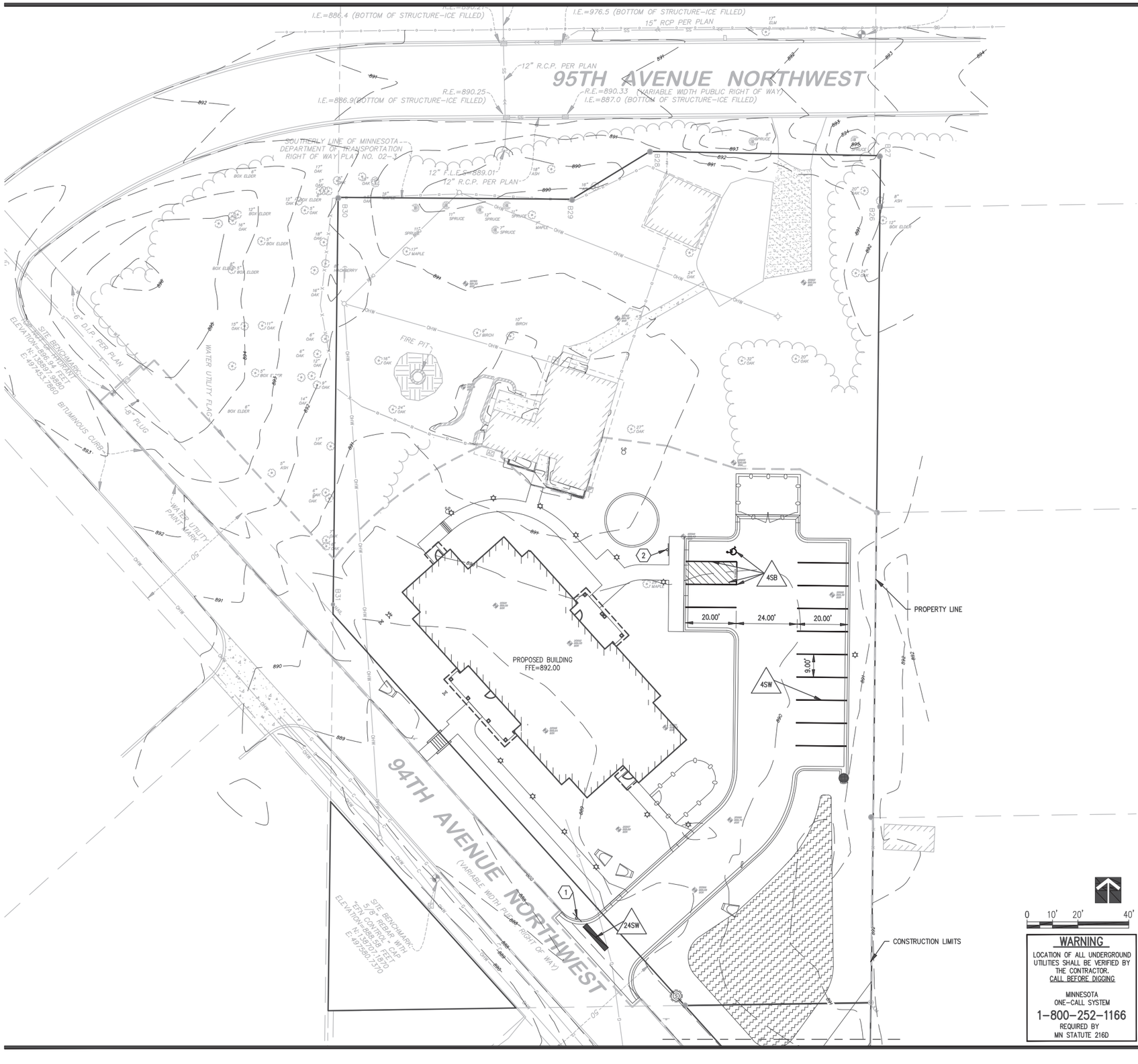
COPYRIGHT 2024 BY LHB, INC. ALL RIGHTS RESERVED.

PROJECT NAME:
FAMILY PROMISE
340 95TH AVE NW
COON RAPIDS, MN 55433

DRAWING TITLE:
SITE PLAN

DRAWN BY: DPG
CHECKED BY: MMW
PROJ. NO: 230138
DRAWING NO: C401

File Path: ...\230138500 Drawings\Civil\230138 C401 Site Plan.dwg
Plot Date: 9/29/2021 4:29 PM



LEGEND

CONSTRUCTION LIMITS

STRIPING KEY

CIRCLE–MULTI COMP
SQUARE–PREF TAPE
TRIANGLE–PAINT
OCTAGON–PREF THERMO

1ST DIGIT	2ND DIGIT	3RD DIGIT
WIDTH	PATTERN	COLOR
4", 8", ETC.	S – SOLID	W – WHITE
	B – BROKEN	Y – YELLOW
	T – DOTTED	B – BLUE
	D – DOUBLE	
	K – DOUBLE BROKEN	
	H – DOUBLE DOTTED	

G=GROUND IN	W=WET REFLECTIVE
C=CONTRAST	E=ENHANCED SKID RESISTANCE

EXAMPLE: 4SW / GCW = 4" SOLID WHITE LATEX GROUND IN, CONTRAST, WET REFLECTIVE

GENERAL NOTES

1. STRIPING SHALL CONFORM TO THE MUTCD, CURRENT EDITION.
2. REFER TO 3/C511 FOR SIGN POST INSTALLATION AND SIGN SCHEDULE.
3. REFER TO 3/C511 FOR ADA SIGN POST INSTALLATION AND SIGN SCHEDULE.

SIGN KEY NOTES

1. STOP SIGN
2. ACCESSIBLE PARKING

WARNING
LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR.
CALL BEFORE DIGGING
MINNESOTA ONE–CALL SYSTEM
1–800–252–1166
REQUIRED BY MN STATUTE 216D

LHB
701 Washington Ave, N. Ste 200 | Minneapolis, MN 55401 | 612.338.2029

CLIENT:
FAMILY PROMISE IN ANOKA COUNTY
363 COON RAPIDS BLVD NW
COON RAPIDS, MN 55433

THIS SQUARE APPEARS 1/2" x 1/2" ON FULL SIZE SHEETS

NO	DATE	ISSUED FOR
2	07/08/2024	CITY & WATERSHED SUBMITTAL
1	05/11/2024	SCHEMATIC DESIGN

NO	DATE	REVISION

PRELIMINARY
NOT FOR CONSTRUCTION
07/08/2024

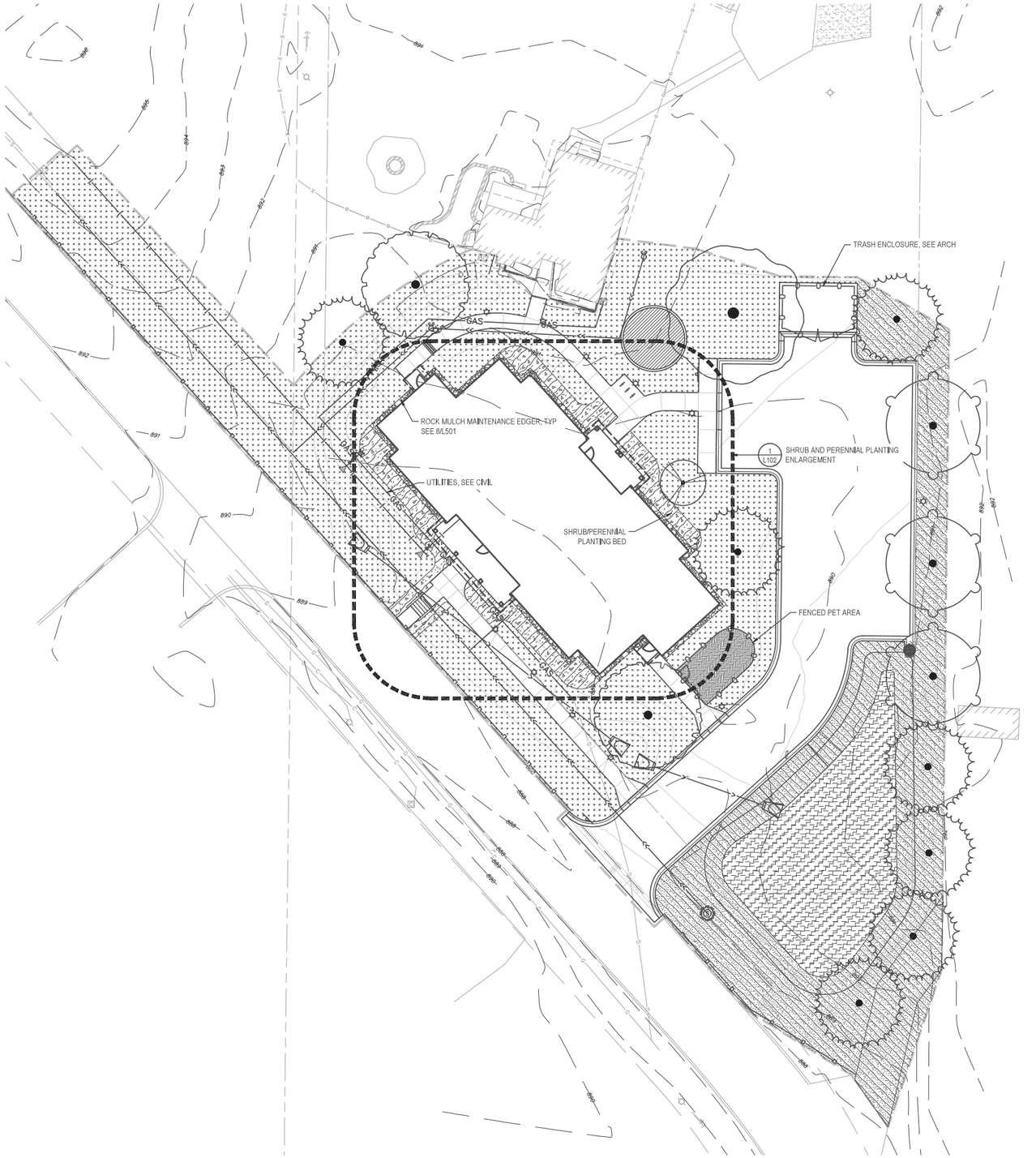
COPYRIGHT 2024 BY LHB, INC. ALL RIGHTS RESERVED.

PROJECT NAME:
FAMILY PROMISE
340 95TH AVE NW
COON RAPIDS, MN 55433

DRAWING TITLE:
STRIPING & SIGNAGE PLAN

DRAWN BY: DPG
CHECKED BY: MMW
PROJ. NO: 230138
DRAWING NO: C402

File Path: J:\230138\500 Drawings\C402\230138 C402 Striping & Signage Plan.dwg
Plot Date: 9/29/2021 4:29 PM



1 LANDSCAPE PLAN
Scale: 1" = 20'

0 10' 20' 40'

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	SIZE
TREES				
	1	Amelanchier x grandiflora `Autumn Brilliance` / `Autumn Brilliance` Serviceberry	B & B	2.5"Ca
	3	Gleditsia triacanthos inermis 'Imperial' / Imperial Honey Locust	B & B	2.5" C/
	7	Pinus alba / White Pine	B & B	2.5" C/
	1	Quercus ellipsoidalis / Northern Pin Oak	B & B	2.5" C/
	2	Tilia americana 'Greenspire' / Greenspire® Linden	B & B	2.5" C/

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	NOTE
GROUND COVERS				
	2,987 sf	Detention Basin / See section	Seed Mix	
	314 sf	Engineered Wood Fiber	None	
	356 sf	Hardwood Mulch	See Specifications	
	1,327 sf	Landscape Bed	None	
	13,927 sf	Low Maintenance Turf	Seed	
	419 sf	Rock Mulch Maintenance Edger	None	
	7,066 sf	Short Prairie Native Seed Mix	Seed Mix	

LANDSCAPE NOTES

GENERAL LANDSCAPE NOTES:

1. THIS DRAWING DOES NOT CONSTITUTE AN OFFICIAL SURVEY OF THE SITE. CONFIRM ALL LOCATIONS OF SURFACE AND SUB-SURFACE FEATURES BEFORE BEGINNING INSTALLATION. ADVISE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
2. CONFIRM ALL QUANTITIES, SHAPES, AND LOCATIONS OF LANDSCAPE AREAS, AND ADJUST TO CONFORM TO THE SITE CONDITIONS. CONFIRM ANY ADJUSTMENTS WITH THE LANDSCAPE ARCHITECT.
3. VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS WITH PLANT INSTALLATION.
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL MULCHES AND SOIL QUANTITIES TO COMPLETE THE WORK SHOWN IN THE DRAWINGS. VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
5. REFER TO SECTION 31 2323 FILL FOR SOIL REQUIREMENTS. DO NOT BEGIN PLANTING OPERATIONS IF SOIL CONDITIONS ARE NOT AS SPECIFIED.
6. REMOVE FROM THE SITE ALL TURF WHICH HAS BEEN REMOVED FOR NEW PLANT BEDS. LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE IS NOT ALLOWED. THE PLAN TAKES PRECEDENCE OVER THE PLANT SCHEDULE IF DISCREPANCIES EXIST. ADVISE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
7. STAKE TREE AND PLANTING BED LAYOUT IN-FIELD FOR LANDSCAPE ARCHITECT APPROVAL PRIOR TO PLANTING OPERATIONS.

PROTECTIONS

8. AVOID DAMAGING EXISTING TREES. DO NOT STORE OR DRIVE HEAVY MATERIALS OVER TREE ROOTS. DO NOT DAMAGE TREE BARK OR BRANCHES.
9. KEEP PAVEMENTS, FIXTURES AND BUILDINGS CLEAN AND UNSTAINED. ANY DAMAGE TO EXISTING FACILITIES WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. KEEP THE PROJECT SITE CLEAR OF CONSTRUCTION WASTES AND DEBRIS.
10. PROVIDE AND MAINTAIN INLET AND PERIMETER EROSION CONTROL BMPS AS SPECIFIED ON CIVIL SHEETS.
11. ALL AREAS OF THE SITE DISTURBED BY CONSTRUCTION WILL BE RESTORED WITH SEED OR SOD UNLESS OTHERWISE NOTED. SEE SPECIFICATIONS FOR TURF RESTORATION REQUIREMENTS.

PLANT MATERIAL

12. PLANT TREE ROOT BALLS FLUSH WITH FINAL GRADE AND THE TOP OF ROOT FLARE EXPOSED, PER PLANTING DETAILS.
13. NO SUBSTITUTIONS OF PLANT MATERIAL WILL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
14. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY.
15. ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK", ANSI-Z60, LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSERYMEN, INC.
16. HEEL IN AND WATER ANY PLANT STOCK NOT PLANTED WITHIN 24 HOURS OF DELIVERY UNTIL INSTALLATION. PLANTS NOT MAINTAINED IN THIS MANNER WILL BE REJECTED.
17. REFER TO SPECIFICATIONS FOR WARRANTY REQUIREMENTS AND OTHER PLANTING ACCESSORIES.

MAINTENANCE AND CARE

18. BEGIN PLANT MAINTENANCE IMMEDIATELY AFTER EACH PORTION OF THE WORK IS IN PLACE.
19. MAINTENANCE INCLUDES WATERING, WEEDING, MULCHING, REMOVAL OF DEAD MATERIAL PRIOR TO GROWING SEASON, RE-SETTING PLANTS AND PROPER GRADE, AND KEEPING PLANTS IN A PLUMB POSITION.
20. REFER TO SPECIFICATIONS FOR FULL INSPECTION, MAINTENANCE, AND WARRANTY REQUIREMENTS.

LHB
701 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029

CLIENT:
FAMILY PROMISE IN ANOKA COUNTY
363 COON RAPIDS BLVD NW
COON RAPIDS, MN 55433

THIS SQUARE APPEARS 1/2" x 1/2" ON FULL SIZE SHEETS

NO	DATE	ISSUED FOR
2	07/08/2024	CITY & WATERSHED SUBMITTAL
1	06/11/2024	SCHEMATIC DESIGN

NO	DATE	REVISION

PRELIMINARY
NOT FOR CONSTRUCTION
07/08/2024

COPYRIGHT 2024 BY LHB, INC. ALL RIGHTS RESERVED.

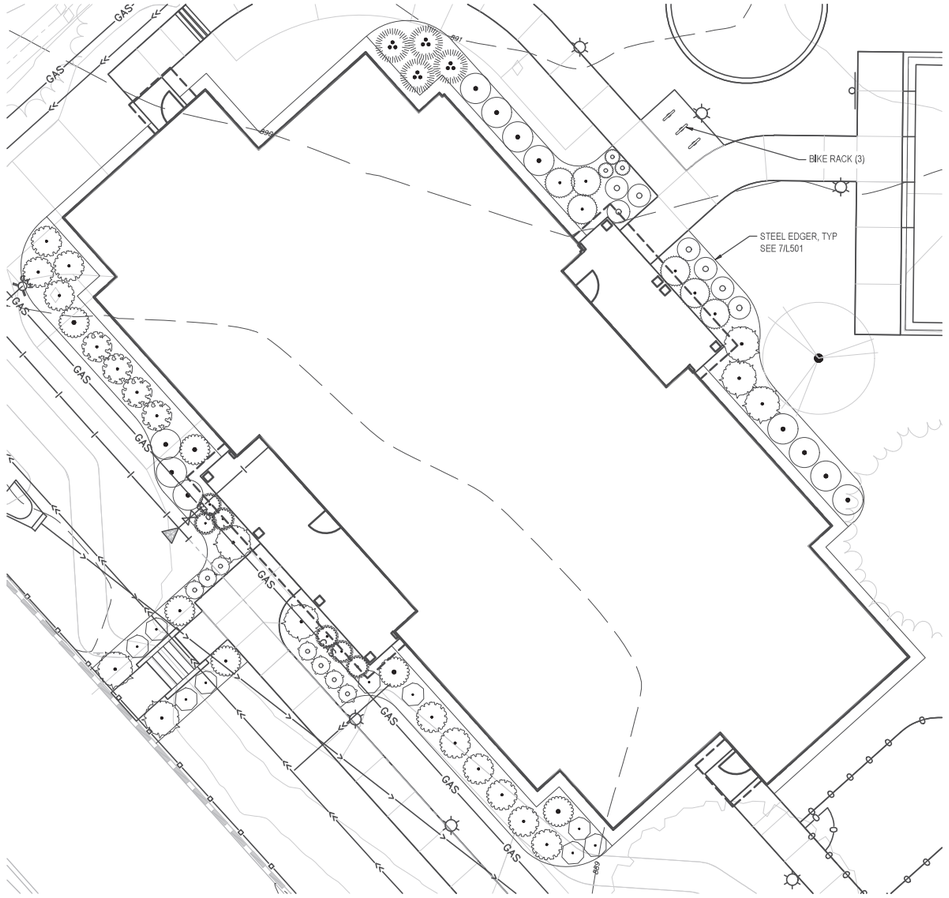
PROJECT NAME:
FAMILY PROMISE

340 95TH AVE NW
COON RAPIDS, MN 55433

DRAWING TITLE:
LANDSCAPE PLAN

DRAWN BY: KAT
CHECKED BY: LAM
PROJ. NO:
DRAWING NO: L101

File Path: ...ssa-ae\Active\...\Drawings\L101 Landscape Plan.dwg
Plot Date: 9/29/2021 4:29 PM



1 SHRUB AND PERENNIAL PLANTING PLAN ENLARGEMENT
Scale: 1" = 10'

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	SPACING
SHRUBS				
	6	Cornus hessei 'UMN970507' / Garden Glow™ Dogwood	#5 CONT.	48" o.c.
	7	Cornus sericea 'Bailadeline' / Firedance™ Red Twig Dogwood	#5 CONT.	60" o.c.
	11	Diervilla lonicera / Dwarf Bush Honeysuckle	#5 CONT.	48" o.c.
	10	Rhus aromatica 'Gro Low' / Gro-Low Fragrant Sumac	#5 CONT.	48" o.c.
	4	Spiraea betulifolia 'TorGold' / 'Glow Girl' Birchleaf Spirea	#5 CONT.	48" o.c.
	9	Spiraea x bumalda 'Little Princess' / Little Princess Spirea	#5 CONT.	36" o.c.
	4	Taxus x media `Tauntoni` / Tauton Yew	#5 CONT.	54" o.c.
	2	Thuja occidentalis / Technito® Globe Arborvitae	#5 CONT.	48" o.c.
	4	Thuja occidentalis 'Holmstrup' / Holmstrup Arborvitae	4` BB	48" o.c.
PERENNIALS				
	6	Calamagrostis x acutiflora 'Karl Foerster' / Karl Foerster Feather Reed Grass	#2 CONT.	36" o.c.
	3	Hosta x 'Abiqua Drinking Gourd' / Drinking Gourd Hosta	#1 CONT	24" o.c.
	7	Hosta x 'Blueberry Muffin' / Blueberry Muffin Hosta	#1 CONT	36" o.c.
	7	Nepeta x 'Walker's Low' / Walker's Low Catmint	#1 CONT	30" o.c.

File Path: ...ssoc\wk\Pub\Mpls_d79\231081\Landscape Plan.dwg
Plot Date: 6/20/2024 4:29 PM

LHB
701 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029

CLIENT:
FAMILY PROMISE IN ANOKA COUNTY
363 COON RAPIDS BLVD NW
COON RAPIDS, MN 55433

THIS SQUARE APPEARS 1/2" x 1/2" ON FULL SIZE SHEETS

NO	DATE	ISSUED FOR
2	07/08/2024	CITY & WATERSHED SUBMITTAL
1	06/11/2024	SCHEMATIC DESIGN

NO	DATE	REVISION

PRELIMINARY
NOT FOR CONSTRUCTION
07/08/2024

COPYRIGHT 2024 BY LHB, INC. ALL RIGHTS RESERVED.

PROJECT NAME:
FAMILY PROMISE

340 95TH AVE NW
COON RAPIDS, MN 55433

DRAWING TITLE:
SHRUB AND PERENNIAL PLANTING PLAN ENLARGEMENT

DRAWN BY: KAT
CHECKED BY: LAM
PROJ. NO: tosave
DRAWING NO: L102

A101 - FIRST FLOOR PLAN

07/08/24 CITY SUBMITTAL



RESIDENTIAL
COMMON AREA
OFFICE
SUPPORT
CIRCULATION

PROJECT TRUE

Family Promise

Family Promise in Anoka County
340 95th Ave. Coon Rapids, MN

LHB

A102 - SECOND FLOOR PLAN

07/08/24 CITY SUBMITTAL



BUILDING AREA

2ND FLOOR	5,303SF
1ST FLOOR	5,303SF
TOTAL	10,606SF

UNIT AREA

TYPE	QUANTITY	AREA (GSF)
EFF A	1	533
EFF D	3	528
EFF E	1	661
2BR A	1	851
2BR D	2	850
	8	

RESIDENTIAL
COMMON AREA
OFFICE
SUPPORT
CIRCULATION

PROJECT TRUE

Family Promise

Family Promise in Anoka County
340 95th Ave. Coon Rapids, MN

LHB

A201 - EXTERIOR ELEVATIONS

07/08/24 CITY SUBMITTAL

EXTERIOR MATERIAL KEYNOTES

AS	ASPHALT SHINGLES
B	BRICK (MODULAR SIZE)
BR	CEDAR BRACKET
C	6X6 ENGINEERED COLUMN, PAINTED
CS	CAST STONE CAP/SILL
FBB	FIBER SUBSTRATE PANEL SIDING W/ BATTENS
FL5	LAP SIDING - 4 7/8" EXPOSURE
FT4	TRIM BOARD: 5/4 X 4
FT6	TRIM BOARD: 5/4 X 6
FT8	TRIM BOARD: 5/4 X 8
FT12	TRIM BOARD: 5/4 X 12
GD	GUTTER AND DOWNSPOUT
HM	HOLLOW METAL PERSON DOOR
LV	ARCHITECTURAL LOUVER (NONVENTING)
SF	ALUMINUM STOREFRONT WINDOW/DOOR SYSTEM
VW	VINYL WINDOW



1 / P04 **West SU**

1" = 10'-0"

Family Promise

Family Promise in Anoka County

340 95th Ave. Coon Rapids, MN

LHB

A202 - EXTERIOR ELEVATIONS

07/08/24 CITY SUBMITTAL

EXTERIOR MATERIAL KEYNOTES

AS	ASPHALT SHINGLES
B	BRICK (MODULAR SIZE)
BR	CEDAR BRACKET
C	6X6 ENGINEERED COLUMN, PAINTED
CS	CAST STONE CAP/SILL
FBB	FIBER SUBSTRATE PANEL SIDING W/ BATTENS
FL5	LAP SIDING - 4 7/8" EXPOSURE
FT4	TRIM BOARD: 5/4 X 4
FT6	TRIM BOARD: 5/4 X 6
FT8	TRIM BOARD: 5/4 X 8
FT12	TRIM BOARD: 5/4 X 12
GD	GUTTER AND DOWNSPOUT
HM	HOLLOW METAL PERSON DOOR
LV	ARCHITECTURAL LOUVER (NONVENTING)
SF	ALUMINUM STOREFRONT WINDOW/DOOR SYSTEM
VW	VINYL WINDOW



1 P05 **North SU**

1" = 10'-0"



2 P05 **South SU**

1" = 10'-0"

Family Promise

Family Promise in Anoka County

340 95th Ave. Coon Rapids, MN

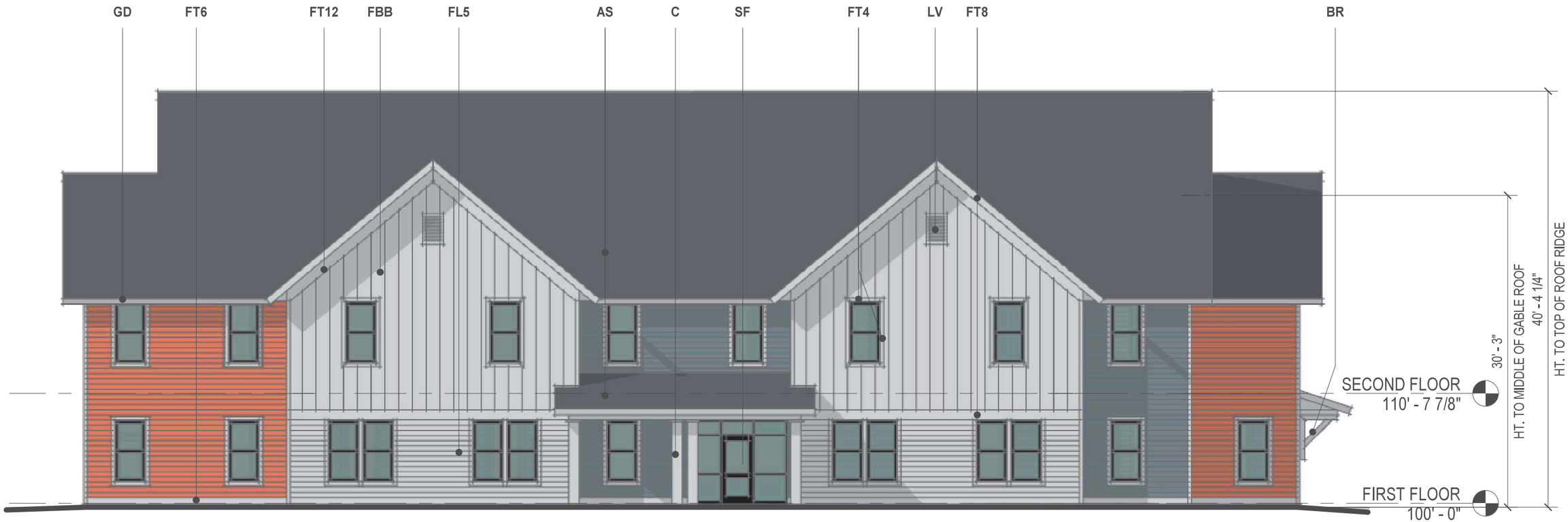
LHB

A203 - EXTERIOR ELEVATIONS

07/08/24 CITY SUBMITTAL

EXTERIOR MATERIAL KEYNOTES

AS	ASPHALT SHINGLES
B	BRICK (MODULAR SIZE)
BR	CEDAR BRACKET
C	6X6 ENGINEERED COLUMN, PAINTED
CS	CAST STONE CAP/SILL
FBB	FIBER SUBSTRATE PANEL SIDING W/ BATTENS
FL5	LAP SIDING - 4 7/8" EXPOSURE
FT4	TRIM BOARD: 5/4 X 4
FT6	TRIM BOARD: 5/4 X 6
FT8	TRIM BOARD: 5/4 X 8
FT12	TRIM BOARD: 5/4 X 12
GD	GUTTER AND DOWNSPOUT
HM	HOLLOW METAL PERSON DOOR
LV	ARCHITECTURAL LOUVER (NONVENTING)
SF	ALUMINUM STOREFRONT WINDOW/DOOR SYSTEM
VW	VINYL WINDOW



1 P06 **East SU**

1" = 10'-0"

Family Promise

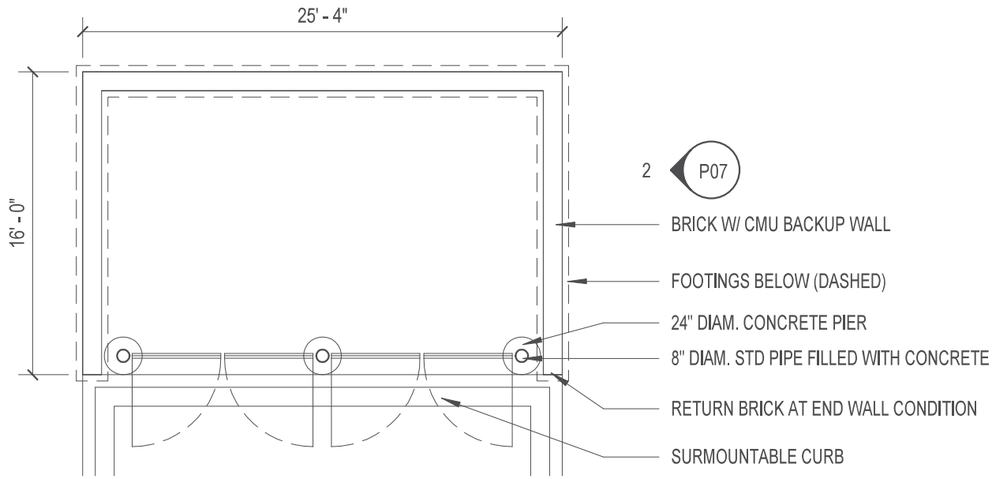
Family Promise in Anoka County

340 95th Ave. Coon Rapids, MN

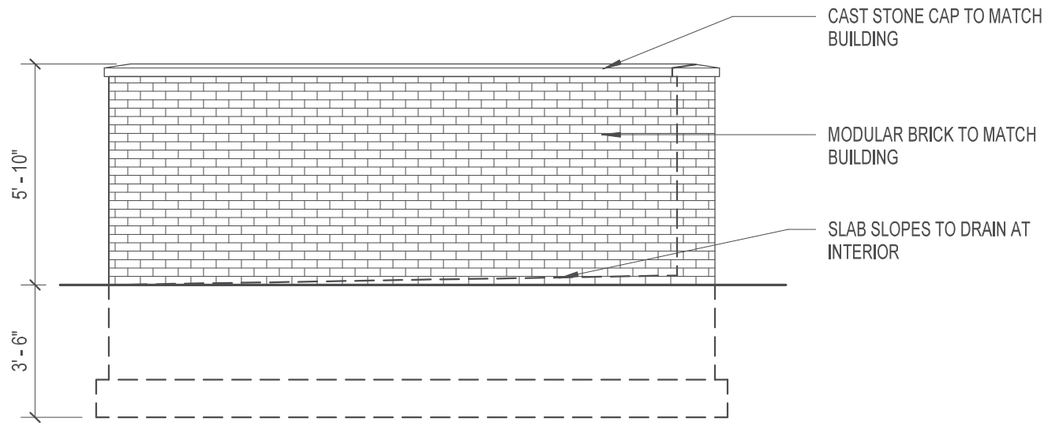
LHB

A204 - TRASH ENCLOSURE

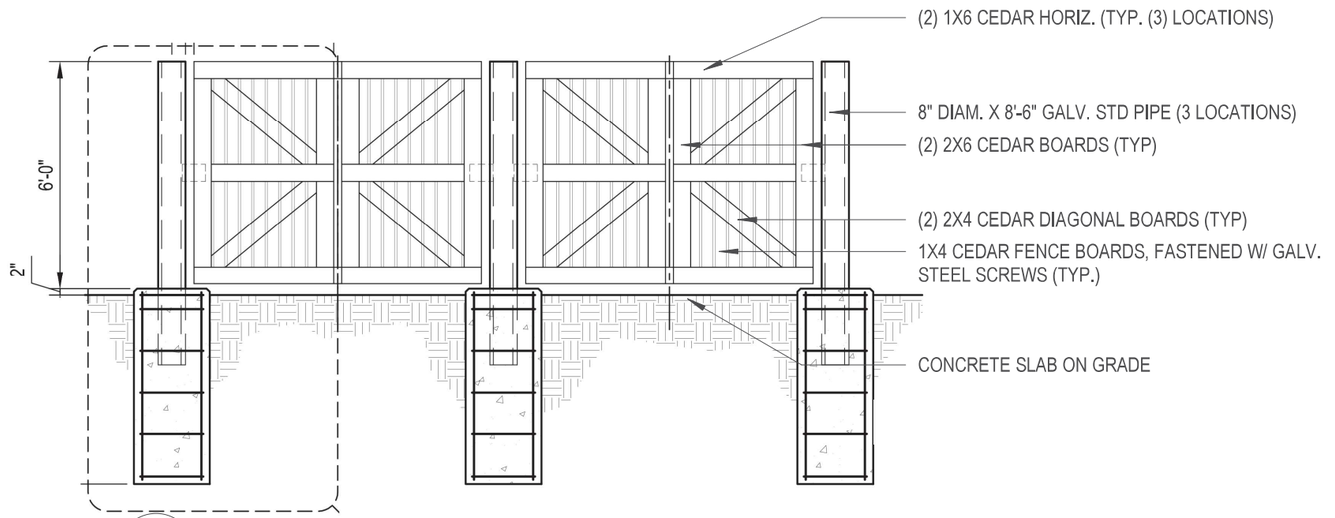
07/08/24



1 P07 TRASH ENCLOSURE PLAN
1/8" = 1'-0"



2 P07 TRASH ENCLOSURE ELEVATION TYP.
1/4" = 1'-0"



3 P07 TRASH ENCLOSURE GATE
1/4" = 1'-0"

Family Promise

Family Promise in Anoka County
340 95th Ave. Coon Rapids, MN

LHB

A301 - PERSPECTIVE RENDERING

07/08/24 CITY SUBMITTAL



Family Promise

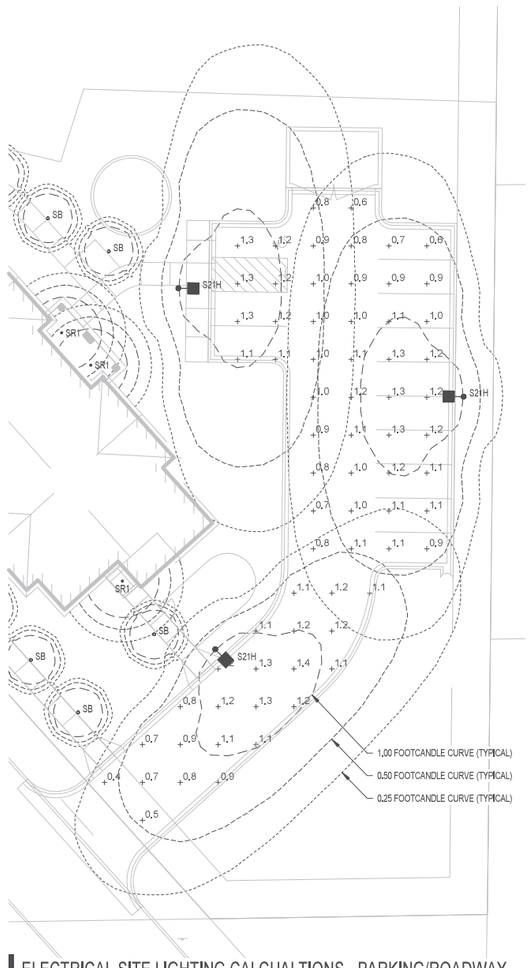
Family Promise in Anoka County

340 95th Ave. Coon Rapids, MN

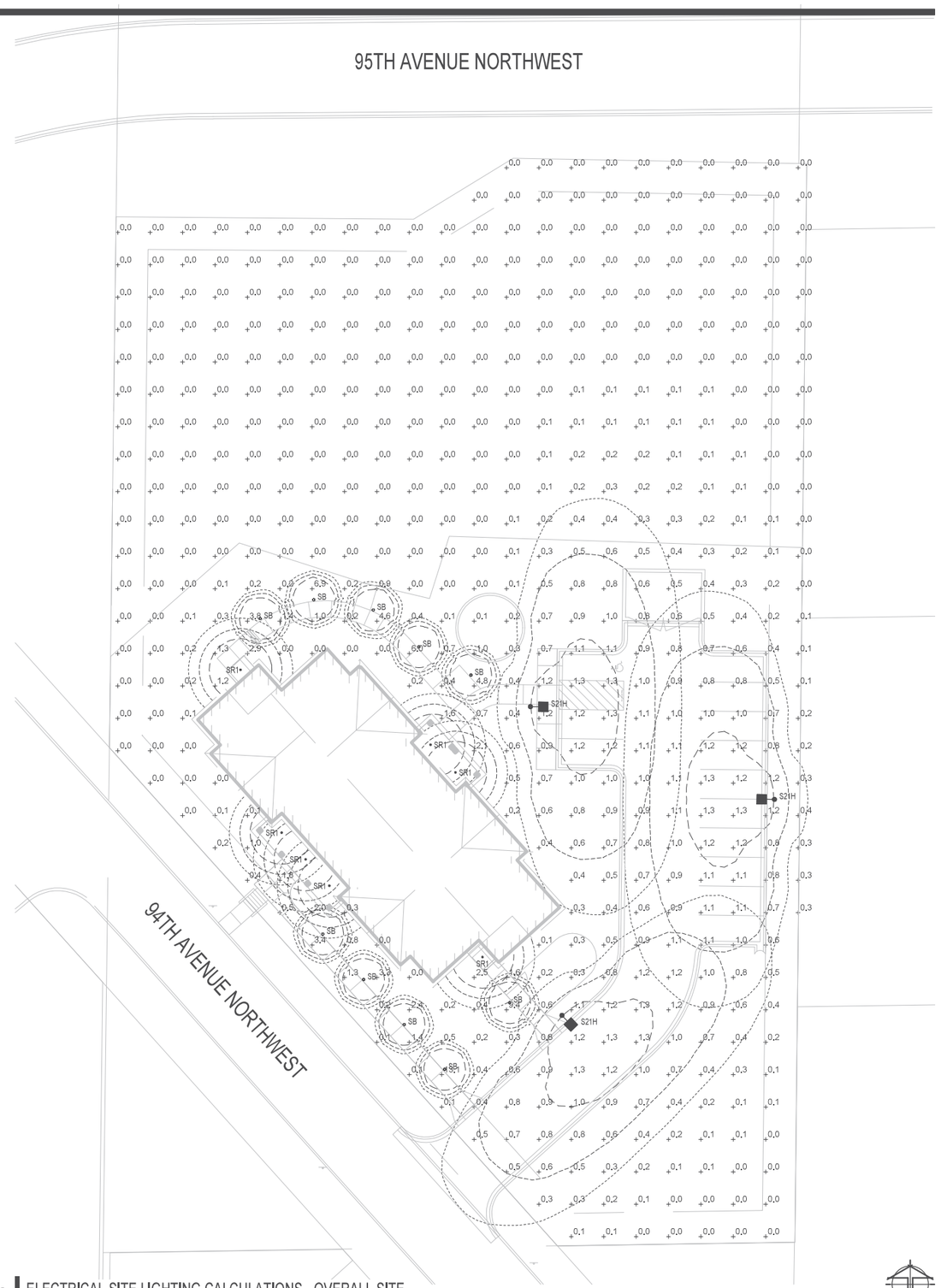
LHB

SITE LIGHTING FIXTURE SCHEDULE									
Label	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power	Distribution
SR1	7	Juno Lighting	JSF 7IN 10LM 40K 90CRI 120 FRPC WH	7" Round Edgelit (Slimform) Surface Mount, 4000K, 90CRI, 120V Surface Soffit Mount	1	1135	1	12.8	DIRECT, SC-0=1.24, SC-90=1.25
S21H	3	Lithonia Lighting	DSX0 LED P2 40K 80CRI T2M HS	D-Series Size 0 Area Luminaire P2 Performance Package 4000K CCT 80 CRI Type 2 Medium, House-side Shield, 20'-6" Overall Mtg Hgt	1	4864	1	45.15	TYPE III, MEDIUM, BUG RATING: B1-U0-G2
SB	10	Lithonia Lighting	RADB LED P2 40K SYM DNAXD	Nominal 43" Lighting Bollard	1	711	1	8	TYPE VS, BUG RATING: B0-U1-G0

SITE LIGHTING CALCULATION STATISTICS						
Description	Symbol	Average Footcandles	Maximum Footcandles	Minimum Footcandles	Maximum to Minimum Uniformity Ratio	Average to Minimum Uniformity Ratio
Sidewalk - Front Building	+	2.3 fc	15.1 fc	0.2 fc	75.5:1	11.5:1
Sidewalk - Playground	+	2.8 fc	15.1 fc	0.0 fc	N/A	N/A
Sidewalk - Rear Building	+	2.0 fc	13.2 fc	0.0 fc	N/A	N/A
Site - Driveway (Pavement)	+	1.0 fc	1.4 fc	0.4 fc	3.5:1	2.5:1
Site - Parking (Pavement)	+	1.0 fc	1.3 fc	0.6 fc	2.2:1	1.7:1
Site Plan - Overall	+	0.4 fc	13.1 fc	0.0 fc	N/A	N/A



2 ELECTRICAL SITE LIGHTING CALCUALTIONS - PARKING/ROADWAY
1" = 20'-0"



1 ELECTRICAL SITE LIGHTING CALCULATIONS - OVERALL SITE
1" = 20'-0"

NORTH

LHB
701 Washington Ave. N. Ste 200 | Minneapolis, MN 55401 | 612.338.2029

CLIENT:
Family Promise in Anoka County
14515 Nowthen Blvd. NW
Ramsey, MN 55303

CONSULTANT #1:
MATTSON MACDONALD YOUNG
105 S 5TH AVE STE 100
MINNEAPOLIS, MN 55401

CONSULTANT #2:
CAIN THOMAS ASSOCIATES, INC.
3433 BROADWAY STREET NE - SUITE 475
MINNEAPOLIS, MN 55413

THIS SQUARE APPEARS 1/2"x1/2" ON FULL SIZE SHEETS

NO	DATE	ISSUED FOR
1	7/8/24	CITY SUBMITTAL

NO	DATE	REVISION

PRELIMINARY
NOT FOR CONSTRUCTION
07/03/24

COPYRIGHT 2024 BY LHB, INC. ALL RIGHTS RESERVED.

PROJECT NAME:
Family Promise

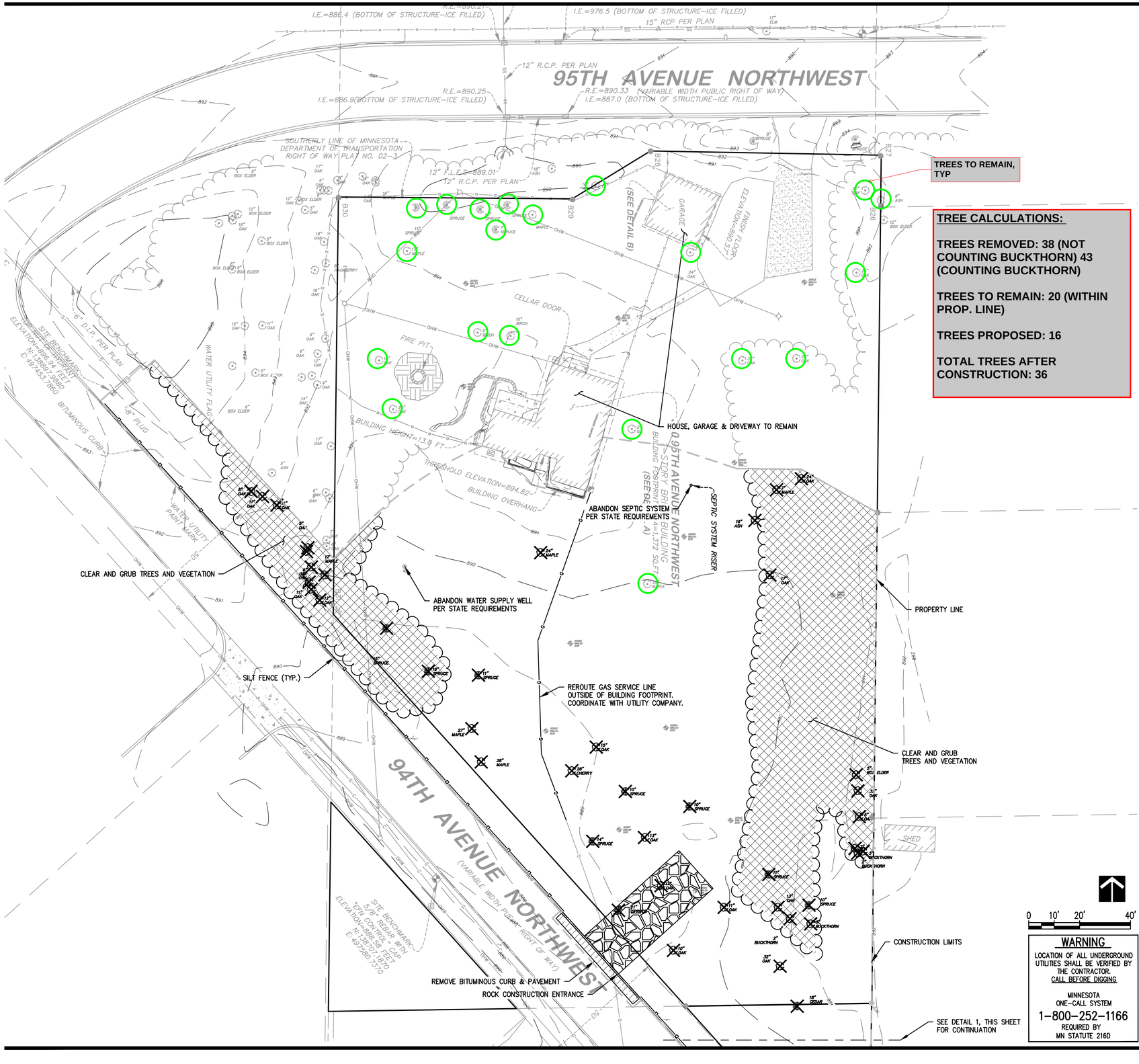
340 95th Ave. Coon Rapids, MN

DRAWING TITLE:
ELECTRICAL SITE LIGHTING CALCULATIONS

DRAWN BY: CAP
CHECKED BY: DCM
PROJ. NO: 230138
DRAWING NO:

E101

C:\Users\CandP\Mattmer2\Documents\2024-157 Family Promise Central MEP23_cpMattmerF68KT.rvt
7/8/2024 6:26:27 AM



TREE CALCULATIONS:

TREES REMOVED: 38 (NOT COUNTING BUCKTHORN) 43 (COUNTING BUCKTHORN)

TREES TO REMAIN: 20 (WITHIN PROP. LINE)

TREES PROPOSED: 16

TOTAL TREES AFTER CONSTRUCTION: 36

LEGEND

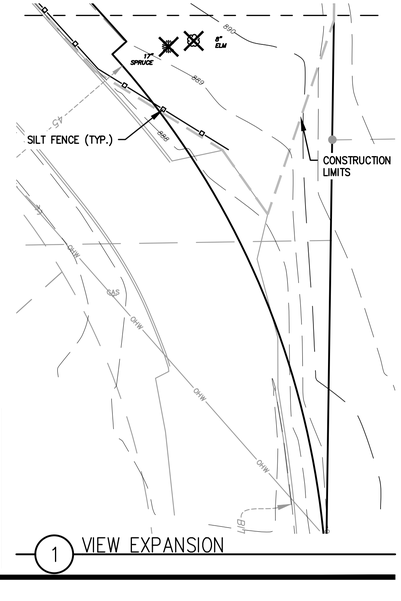
- CONSTRUCTION LIMITS
- ROCK CONSTRUCTION ENTRANCE, SEE 1/C501
- SILT FENCE, SEE 6/C501
- TYPE I INLET PROTECTION, SEE 5/C501
- TREE PROTECTION, SEE 2/C501
- REMOVE BITUMINOUS PAVEMENT
- REMOVE CONCRETE
- REMOVE TREE
- CLEAR & GRUB

GENERAL NOTES

1. THE CONTRACTOR SHALL OBTAIN ALL PERMITS FOR ALL WORK IN THE RIGHT-OF-WAY. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL WHILE WORKING WITHIN THE RIGHT-OF-WAY.
2. THE CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING. SEE PROJECT MANUAL FOR REQUIREMENTS.
3. THE CONTRACTOR SHALL VERIFY THE PROJECT LOCATION WITH SITE INTERFACES INCLUDING BUT NOT LIMITED TO UTILITIES, SIDEWALKS, EXISTING GRADES AND PROPOSED GRADES. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO EXECUTING THE WORK. NOTIFY THE ENGINEER IF FIELD CONDITIONS VARY FROM THE PLAN.
4. ALL BITUMINOUS AND CONCRETE REMOVAL LIMITS SHALL BE SAW CUT TO A NEAT LINE PRIOR TO PLACEMENT OF ANY NEW MATERIAL AGAINST EXISTING EDGES.
5. REMOVE ALL CONCRETE PAVEMENT, CONCRETE CURB AND CONCRETE CURB AND GUTTER TO NEAREST EXISTING JOINT. PARTIAL PANEL REPLACEMENT IS NOT PERMITTED. ANY PANEL DAMAGED DUE TO CONSTRUCTION ACTIVITIES SHALL BE FULLY REMOVED AND REPLACED AT NO ADDITIONAL COST TO THE OWNER.
6. ALL EXISTING AND PROPOSED STRUCTURE ACCESS COVERS SHALL BE ADJUSTED TO FINISHED GRADE BY THE CONTRACTOR.
7. THE CONTRACTOR SHALL PROTECT FROM DAMAGE ALL EXISTING PAVEMENTS DESIGNATED TO REMAIN. ANY PAVEMENTS DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.

EROSION CONTROL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR EROSION CONTROL ON THIS PORJECT. THE EROSION CONTROL DEVICES SHOWN IN THESE DRAWINGS ARE THE MINIMUM REQUIREMENTS. CONSTRUCT EROSION CONTROL DEVICES AS SHOWN AND AS NECESSARY TO PREVENT THE RUNOFF, TRACKING OR LOSS OF SOIL MATERIALS FROM DISTURBED AREAS ON THE PROJECT SITE.
2. SEDIMENT AND EROSION CONTROL DEVICES SHALL BE FUNCTIONAL BEFORE ANDY LAND IS OTHERWISE DISTURBED ON THE SITE.
3. THE SPECIFIED EROSION AND SEDIMENT CONTROL PRACTICES ARE THE MINIMUM. ADDITIONAL SEDIMENT CONTROL PRACTICES MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION.
4. PUBLIC AND PRIVATE DRIVES SHALL BE SWEPT CLEAR AS NEEDED TO KEEP THE PAVEMENT CLEAR OF SEDIMENT AND CONSTRUCTION DEBRIS.
5. REFER TO SHEET C102 FOR EROSION AND SEDIMENT CONTROL TO BE INSTALLED AFTER CONSTRUCTION OF SITE FEATURES.
6. CONTRACTOR TO LOCATE CONCRETE WASHOUT FACILITY ON SITE AND PROTECT SITE AND ADJACENT PROPERTY FROM CONCRETE WASHOUT RUNOFF.



1 VIEW EXPANSION

WARNING
LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR.
CALL BEFORE DIGGING
MINNESOTA ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY MN STATUTE 216D

LHB
701 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029

CLIENT:
FAMILY PROMISE IN ANOKA COUNTY
363 COON RAPIDS BLVD NW
COON RAPIDS, MN 55433

THIS SQUARE APPEARS 1/2" x 1/2" ON FULL SIZE SHEETS

NO	DATE	ISSUED FOR
2	07/08/2024	CITY & WATERSHED SUBMITTAL
1	06/11/2024	SCHEMATIC DESIGN

NO	DATE	REVISION

PRELIMINARY
NOT FOR CONSTRUCTION
07/08/2024

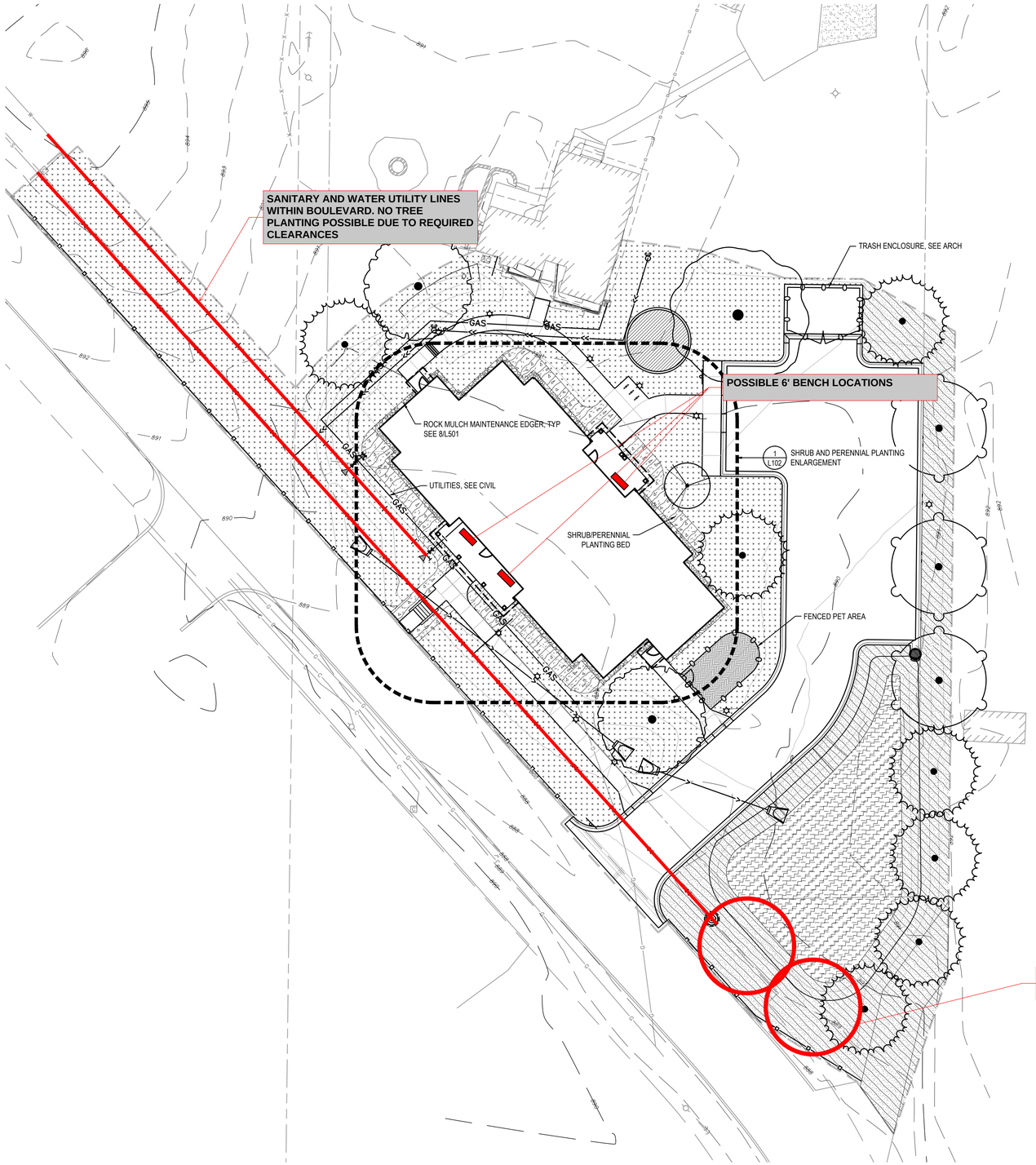
COPYRIGHT 2024 BY LHB, INC. ALL RIGHTS RESERVED.

PROJECT NAME:
FAMILY PROMISE
340 95TH AVE NW
COON RAPIDS, MN 55433

DRAWING TITLE:
REMOVALS & INITIAL EROSION CONTROL PLAN

DRAWN BY: DPG
CHECKED BY: MMW
PROJ. NO: 230138
DRAWING NO: **C101**

File Path: ...\230138\50 Drawings\Civil\230138 C101 Removals & EC Plan.dwg
Plot Date: 9/29/2021 4:29 PM



1 LANDSCAPE PLAN
Scale: 1" = 20'

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	SIZE
TREES				
	1	Amelanchier x grandiflora `Autumn Brilliance` / `Autumn Brilliance` Serviceberry	B & B	2.5"Ca
	3	Gleditsia triacanthos inermis 'Imperial' / Imperial Honey Locust	B & B	2.5" C
	7	Pinus alba / White Pine	B & B	2.5" C
	1	Quercus ellipsoidalis / Northern Pin Oak	B & B	2.5" C
	2	Tilia americana 'Greenspire' / Greenspire® Linden	B & B	2.5" C

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	NOTE
GROUND COVERS				
	2,987 sf	Detention Basin / See section	Seed Mix	
	314 sf	Engineered Wood Fiber	None	
	356 sf	Hardwood Mulch	See Specifications	
	1,327 sf	Landscape Bed	None	
	13,927 sf	Low Maintenance Turf	Seed	
	419 sf	Rock Mulch Maintenance Edger	None	
	7,066 sf	Short Prairie Native Seed Mix	Seed Mix	

LANDSCAPE NOTES

GENERAL LANDSCAPE NOTES:

1. THIS DRAWING DOES NOT CONSTITUTE AN OFFICIAL SURVEY OF THE SITE. CONFIRM ALL LOCATIONS OF SURFACE AND SUB-SURFACE FEATURES BEFORE BEGINNING INSTALLATION. ADVISE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
2. CONFIRM ALL QUANTITIES, SHAPES, AND LOCATIONS OF LANDSCAPE AREAS, AND ADJUST TO CONFORM TO THE SITE CONDITIONS. CONFIRM ANY ADJUSTMENTS WITH THE LANDSCAPE ARCHITECT.
3. VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS WITH PLANT INSTALLATION.
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL MULCHES AND SOIL QUANTITIES TO COMPLETE THE WORK SHOWN IN THE DRAWINGS. VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
5. REFER TO SECTION 31 2323 FILL FOR SOIL REQUIREMENTS. DO NOT BEGIN PLANTING OPERATIONS IF SOIL CONDITIONS ARE NOT AS SPECIFIED.
6. REMOVE FROM THE SITE ALL TURF WHICH HAS BEEN REMOVED FOR NEW PLANT BEDS. LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE IS NOT ALLOWED. THE PLAN TAKES PRECEDENCE OVER THE PLANT SCHEDULE IF DISCREPANCIES EXIST. ADVISE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
7. STAKE TREE AND PLANTING BED LAYOUT IN-FIELD FOR LANDSCAPE ARCHITECT APPROVAL PRIOR TO PLANTING OPERATIONS.

PROTECTIONS

8. AVOID DAMAGING EXISTING TREES. DO NOT STORE OR DRIVE HEAVY MATERIALS OVER TREE ROOTS. DO NOT DAMAGE TREE BARK OR BRANCHES.
9. KEEP PAVEMENTS, FIXTURES AND BUILDINGS CLEAN AND UNSTAINED. ANY DAMAGE TO EXISTING FACILITIES WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. KEEP THE PROJECT SITE CLEAR OF CONSTRUCTION WASTES AND DEBRIS.
10. PROVIDE AND MAINTAIN INLET AND PERIMETER EROSION CONTROL BMPS AS SPECIFIED ON CIVIL SHEETS.
11. ALL AREAS OF THE SITE DISTURBED BY CONSTRUCTION WILL BE RESTORED WITH SEED OR SOD UNLESS OTHERWISE NOTED. SEE SPECIFICATIONS FOR TURF RESTORATION REQUIREMENTS.

PLANT MATERIAL

12. PLANT TREE ROOT BALLS FLUSH WITH FINAL GRADE AND THE TOP OF ROOT FLARE EXPOSED, PER PLANTING DETAILS.
13. NO SUBSTITUTIONS OF PLANT MATERIAL WILL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
14. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY.
15. ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK", ANSI-Z60. LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSERYMEN, INC.
16. HEEL IN AND WATER ANY PLANT STOCK NOT PLANTED WITHIN 24 HOURS OF DELIVERY UNTIL INSTALLATION. PLANTS NOT MAINTAINED IN THIS MANNER WILL BE REJECTED.
17. REFER TO SPECIFICATIONS FOR WARRANTY REQUIREMENTS AND OTHER PLANTING ACCESSORIES.

MAINTENANCE AND CARE

18. BEGIN PLANT MAINTENANCE IMMEDIATELY AFTER EACH PORTION OF THE WORK IS IN PLACE.
19. MAINTENANCE INCLUDES WATERING, WEEDING, MULCHING, REMOVAL OF DEAD MATERIAL PRIOR TO GROWING SEASON, RE-SETTING PLANTS AND PROPER GRADE, AND KEEPING PLANTS IN A PLUMB POSITION.
20. REFER TO SPECIFICATIONS FOR FULL INSPECTION, MAINTENANCE, AND WARRANTY REQUIREMENTS.

LHB
701 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029

CLIENT:
FAMILY PROMISE IN ANOKA COUNTY
363 COON RAPIDS BLVD NW
COON RAPIDS, MN 55433

THIS SQUARE APPEARS 1/2" x 1/2" ON FULL SIZE SHEETS

NO	DATE	ISSUED FOR
2	07/08/2024	CITY & WATERSHED SUBMITTAL
1	06/11/2024	SCHEMATIC DESIGN

NO	DATE	REVISION

PRELIMINARY
NOT FOR CONSTRUCTION
07/08/2024

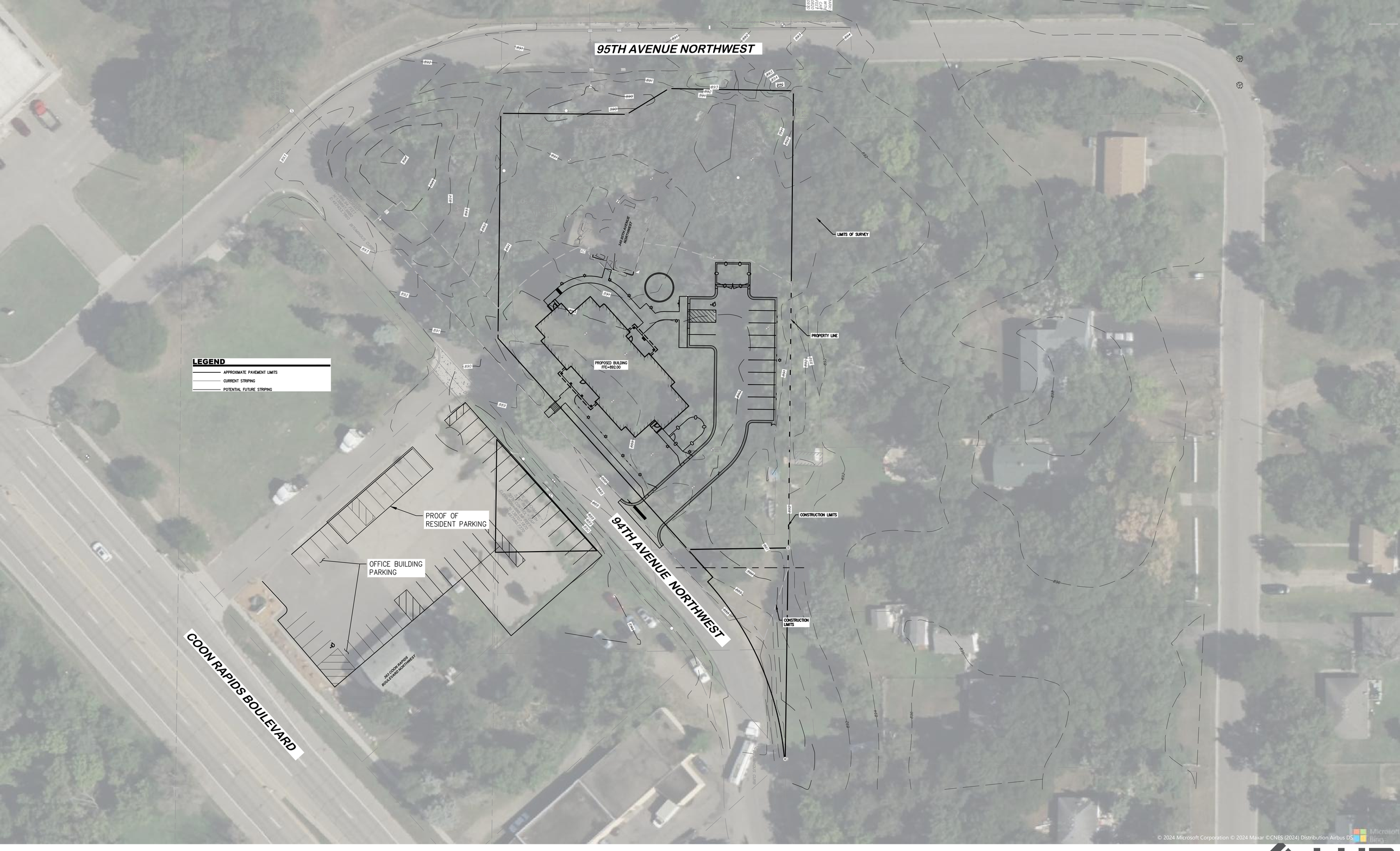
COPYRIGHT 2024 BY LHB, INC. ALL RIGHTS RESERVED.

PROJECT NAME:
FAMILY PROMISE
340 95TH AVE NW
COON RAPIDS, MN 55433

DRAWING TITLE:
LANDSCAPE PLAN

DRAWN BY: KAT
CHECKED BY: LAM
PROJ. NO: tossve
DRAWING NO: L101

File Path: ...Jobs\ent-k-Public_476\24301\38 Landscape Plan.dwg
Plot Date: 9/29/2021 4:29 PM



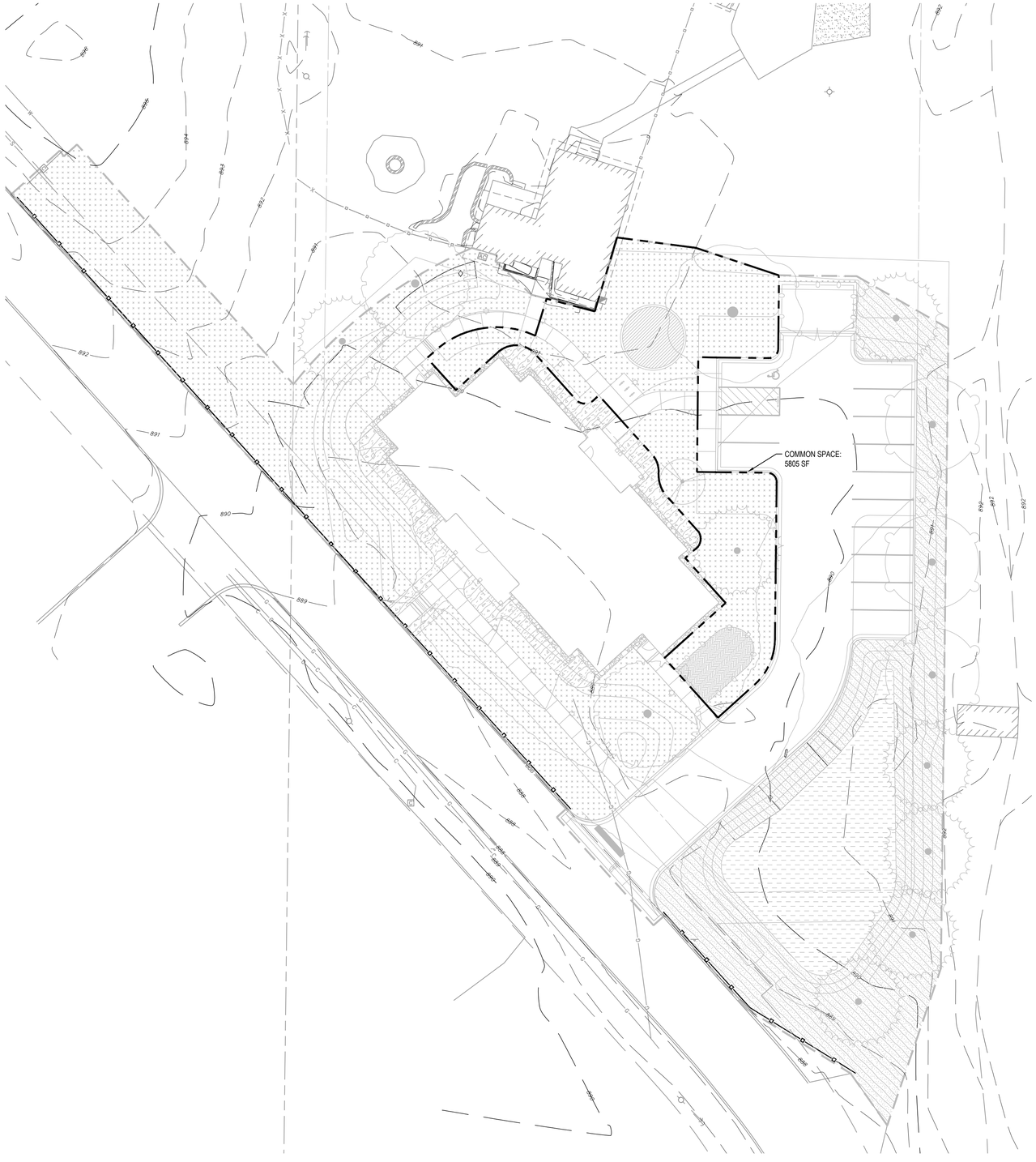
© 2024 Microsoft Corporation © 2024 Maxar ©CNES (2024) Distribution Airbus DS

PLOT DATE: 8/8/2024 3:26 PM
FILE PATH: M:\23Proj\230138\500 Drawings\Civil\Exhibits\230138_Parking Exhibit.dwg

PARKING LOT EXHIBIT

0 15' 30' 60'

LHB
701 Washington Ave. N. Ste 200 | Minneapolis, MN 55401 | 612.338.2029



1 COMMON SPACE CALCULATION
Scale: 1" = 20'

0 10' 20' 40'

COON RAPIDS ZONING NOTES

OPEN SPACE REQUIREMENTS:

1. ASSUMING MULTI-FAMILY RESIDENTIAL : 550 SF OPEN SPACE PER DWELLING UNIT
   REQUIRED COMMON SPACE: 8 UNITS X 550 SF = 4400 SF
   PROPOSED COMMON SPACE: 5805 SF

LHB
701 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029

CLIENT:
FAMILY PROMISE IN ANOKA COUNTY
363 COON RAPIDS BLVD NW
COON RAPIDS, MN 55433

THIS SQUARE APPEARS 1/2" x 1/2" ON FULL SIZE SHEETS

NO	DATE	ISSUED FOR
2	07/08/2024	CITY & WATERSHED SUBMITTAL
1	06/11/2024	SCHEMATIC DESIGN

NO	DATE	REVISION

PRELIMINARY
NOT FOR CONSTRUCTION
07/24/2024

COPYRIGHT 2024 BY LHB, INC. ALL RIGHTS RESERVED.

PROJECT NAME:
FAMILY PROMISE

340 95TH AVE NW
COON RAPIDS, MN 55433

DRAWING TITLE:
COMMON SPACE CALCULATION

DRAWN BY: KAT
CHECKED BY: LAM
PROJ. NO: 230138
DRAWING NO: **L103**

File Path: J:\230138\500 Drawings\Land\230138 Landscape Plan.dwg
Plot Date: 9/29/2021 4:29 PM

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: Family Promise

DATE: August 7, 2024

The following comments are based on the Engineering Division review of the plans dated July 8, 2024, for the proposed Family Promise building and parking lot construction at 340 95th Avenue. The property contains an existing single-family home which is proposed to remain in use on the site as an office. Ingress and egress for the new building is proposed to take place from 94th Avenue via a new driveway connection. Access for the existing building will remain at its current location from 95th Avenue. The property is currently on well and septic but will be required to connect to City water and sewer as a condition of development. Site improvements also include construction of a privately owned and maintained stormwater infiltration basin. The public street of 94th Avenue intersects the southwesterly corner of the property via a permeant roadway easement.

- CCWD permit: The project shall require a permit from the Coon Creek Watershed District. The proposed stormwater BMP (infiltration basin and rain guardian) shall be privately owned and maintained. An operations & maintenance agreement with the CCWD shall be required.
- A Right of Entry agreement shall be established between the City and property owner to provide the City access for 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 water main system. The Right of Entry agreement shall be recorded to the property and will be required prior to the release of building permits. The developer shall provide a check made out to "Anoka County Property Records" for the $46 recording fee.
- The existing building planned to remain in use on the site shall connect to City water and sewer.
- The existing well and septic systems on the property shall be removed or abandoned per State requirements.
- Proposed sewer shall be constructed only for what is necessary to serve the proposed development. Sewer does not need to extend to the southeasterly property limit.
- Include sewer clean outs at all bends along the entire length of the proposed sewer system.
- Since the total amount of disturbed area is less than 1 acre (0.97 acre), a Minnesota Pollution Control Agency NPDES permit will not be required. If the total disturbed area increases, an MPCA NPDES permit and third party weekly and post rain event erosion and sediment control inspections during construction operations shall then become a requirement.
- Replace bituminous curb with B618 concrete curb and gutter along the limits of the property.
- Remove the existing asphalt driveway connected to 94th Avenue. Re-establish curb and boulevard turf as appropriate on the north side of 94th Avenue.

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

Sustainability Comments
Re: PC 24-22, Family Promise Phase 1 Site Plan Application

Solar

- The applicant has indicated that the building will be constructed to be "solar-ready", electrical panel space will be allocated for a future system, and dedicated conduit will be run from the electrical room to the roof. If the applicant moves forward with installing a solar energy system, more information on the necessary permits can be found on the city's website.

Electric Vehicle Charging

- As there are less than 15 parking spaces on site, wiring for EV chargers is not necessary. If parking is expanded in the future, the city recommends pre-wiring 5% of required parking spaces, and at least one handicapped accessible parking space for Level 1 charging stations or higher.

Light Pollution

- The applicant has indicated that outdoor light fixtures will be equipped with Dark-Sky compliant lighting to reduce light pollution and glare.

Green Buildings

- The applicant should consider adhering to or incorporating elements of a green development framework like LEED or B3.

Transportation

- The applicant has indicated that the project will include 6 bike parking spaces.

City Council Regular **8.**

Meeting Date: 09/03/2024

Subject: Consider Acceptance of Petition for the Establishment of Village Manor Condominium Association Housing Improvement Area

Submitted For: David Brodie, City Attorney

From: Kristin DeGrande, Housing Programs Coordinator

INTRODUCTION

The City has received a petition from the Village Manor Condominium Association to establish a housing improvement area.

DISCUSSION

State law authorizes a city to establish a housing improvement area if petitioned by the owners of at least 50% of the housing units within the proposed area. The area is established by ordinance after Council holds a public hearing on the proposal.

The Village Manor Condominium Association consists of 8 units. The attached petition has been signed by the owners of 5 of those units and therefore meets the 50% requirement.

The Association is asking the City to assist in making repairs to the units by financing the project. The City would be repaid through a special assessment against the units. The City has participated in several similar projects in the past, including one for this association. Acceptance of the petition does not obligate the City to establish the housing improvement area; that decision would be made after the public hearing.

RECOMMENDATION

a. Accept the petition requesting the establishment of the Village Manor Condominium Association Housing Improvement Area.

b. Order a public hearing for October 15, 2024 at 7:00 PM.

Attachments

Petition

Map

PETITION TO THE CITY OF COON RAPIDS TO ESTABLISH A HOUSING IMPROVEMENT AREA PURSUANT TO MINN. STAT. §428a.13, *ET SEQ.*

The undersigned owners of housing units as herein specified file this petition, pursuant to Minn. Stat. §428A.12, to request a public hearing to propose the adoption of an ordinance establishing a housing improvement area under Minn. Stat. §428A.13, and further petition to request a public hearing on any proposed or imposed fee with respect to such area, pursuant to Minn. Stat. §428A.14. Said petition will allow the governing body City of Coon Rapids to adopt such an ordinance, and impose such a fee, only if owners of 25 percent or more of the housing units in the proposed housing improvement area sign this petition. (File this petition with the City Clerk).

The EXACT street addresses, within the corporate limits of the City of Coon Rapids, proposed to be included in the housing improvement area, are as follows (if owned by more than one person, each should fill in a line. If owned by a corporation or partnership, list the name of the entity and the name, title, and signature of the officer authorized to transfer property to the entity):

Printed Name of Owner	Exact Ownership Address	Telephone Number	Owner's Signature
DALE FLORENCE C	3048 109TH LN NW UNIT 1 COON RAPIDS MN 55433	763-421-6557	Florence Dale
PROIS, FANNETTE A	3048 109TH LN NW UNIT 2 COON RAPIDS MN 55433	763-300-1803	Fannette Prois
WRIGHT, TONI D	3048 109TH LN NW UNIT 5 COON RAPIDS MN 55433		
NELSON TRINNA M	3048 109TH LN NW UNIT 6 COON RAPIDS MN 55433		
PRIEBNOW, JAMES	3060 109TH LN NW UNIT 3 COON RAPIDS MN 55433	763-412-7924	James Priebnow
MAHER, JAMES B	3060 109TH LN NW UNIT 4 COON RAPIDS MN 55433		
STUDNISKI, MARILYN P	3060 109TH LN NW UNIT 7 COON RAPIDS MN 55433	612 978-1715	Marilyn Studniski
RENO, CAITLIN	3060 109TH LN NW UNIT 8 COON RAPIDS MN 55433	612-267-9943	Caitlin Reno


3060
1
7
OAKS, SHERRY
STUDNISKI,
MARILYN P
2
RENO, CAITLIN
WHIPPLE-MAHER,
BONITA N
5
6
NELSON,
TRINNA M
ROIS,
FANNETTE A
3060
3
3048
4
DALE
FLORENCE C
WRIGHT,
TONI D
8
VILLAGE
MANOR HOME
OWNERS ASSC
ANDERSON,
NEAL
RYDBERG
JORDAN
ALLEN
STOKES, JENNAH

City Council Regular **9.**

Meeting Date: 09/03/2024

Subject: Consider Resolutions Ordering Preparation of Feasibility Report and Plans for Project 25-1, Street Reconstruction

Submitted For: Mark Hansen, City Engineer

From: Amanda Romano, Administrative Assistant II

INTRODUCTION

The Council is asked to order the preparation of a feasibility report and plans for street reconstruction project 25-1, which consists of approximately 3.9 miles of residential streets (see attached map) and includes:

Oaks of Shenandoah Streets North of 131st Avenue Between Coon Creek Boulevard and Shenandoah Boulevard

1. 132nd Avenue from Coon Creek Boulevard to Thrush Street
2. Uplander Street from 132nd Avenue to Cul-de-sac
3. Thrush Street from 132nd Avenue to 133rd Avenue
4. 132nd Lane from Thrush Street to Cul-de-sac
5. 132nd Lane from Thrush Street to Raven Street
6. Raven Street from 132nd Avenue to 132nd Lane
7. 132nd Avenue from Raven Street to Quinn Street
8. Quinn Street from 132nd Avenue to Cul-de-sac
9. Quinn Street from 131st Lane to 132nd Avenue
10. 131st Lane from Quinn Street to Cul-de-sac
11. 131st Lane from Shenandoah Boulevard to Quinn Street

Thousand Oaks Neighborhood West of Olive Street and South of Main Street

1. 123rd Lane from 123rd Avenue to 124th Lane
2. 124th Lane from 123rd Lane to Olive Street
3. 124th Circle from 124th Lane to Cul-de-sac
4. Unity Street from 124th Lane to Private Road
5. Tamarack Street from 124th Lane to Cul-de-sac
6. Sycamore Street from 124th Lane to Cul-de-sac
7. Redwood Street from 124th Lane to Cul-de-sac
8. Quince Street from 124th Lane to Cul-de-sac

Various Thrush Park Neighborhood Streets

1. Quinn Street from 121st Lane to 123rd Lane
2. Swallow Street from 123rd Lane (North and South) to Cul-de-sac
3. Thrush Street from 121st Circle to Cul-de-sac
4. 121st Circle from Thrush Street to Cul-de-sac
5. 123rd Circle from Thrush Street to Cul-de-sac
6. 124th Lane from Thrush Street to Uplander Street
7. Uplander Street from 124th Lane to Cul-de-sac

8. 124th Lane from Thrush Street to Raven Street
9. Swallow Circle from 124th Lane (North and South) to Cul-de-sac
10. Raven Street from 124th Avenue to Cul-de-sac
11. Quinn Street from 124th Avenue to Cul-de-sac
12. 122nd Avenue from Partridge Street to Osage Street
13. Osage Street from 122nd Avenue to 122nd Lane
14. 122nd Lane from Partridge Street to Osage Street
15. 122nd Avenue from Osage Street to Shenandoah Boulevard
16. 122nd Avenue from Shenandoah Boulevard to Cul-de-sac
17. Martin Street from 121st Avenue to Cul-de-sac

DISCUSSION

In 1994, the City began a street reconstruction program to replace its aging infrastructure. Since then, more than 170 miles of the City's 220-mile system have been reconstructed. Streets within this year's project area are generally 30 years old. Reconstruction methods include full-depth reclamation of the existing street pavement and aggregate base, and resurfacing with two layers of new bituminous asphalt pavement. In addition, the replacement of damaged curb sections, sidewalks, and driveway aprons will be completed. Cast iron pipe watermains within the Thousand Oaks neighborhood will also be replaced as part of the project. The project feasibility report will address watermain, sanitary sewer, and storm sewer repairs based on field investigations completed by the City's Streets and Utility divisions.

City policy requires an assessment to be levied against properties that benefit from proposed street improvements. Properties to be assessed are those with direct access to the street(s) being reconstructed. The policy aims to assess up to 50% of the street improvement costs, but actual project costs and the number of assessable properties will cause the assessable share to vary. For 2025, the assessment rates will be adjusted in accordance with the annual construction cost index as determined by Engineering News Record. Estimated project costs and proposed assessment amounts will be presented to the Council in the form of a feasibility report, prepared in accordance with Minnesota State Statue, Chapter 429.

Affected property owners will receive a mailed notification of the pending project in the coming weeks and an informational meeting will be conducted in the fall to inform property owners of the project scope, respond to concerns, and answer questions. A second open house meeting will be scheduled in January 2025 once additional data has been collected, project scope has been refined, and the design process has been initiated.

RECOMMENDATION

Staff recommends Council adoption of the following resolutions necessary for Project 25-1 as part of the 2025 Street Reconstruction Program:

a. Adopt Resolution No. 25-1(3) Ordering Preparation of Feasibility Report.
b. Adopt Resolution No. 25-1(6) Ordering Preparation of Plans.

BUDGET IMPACT:

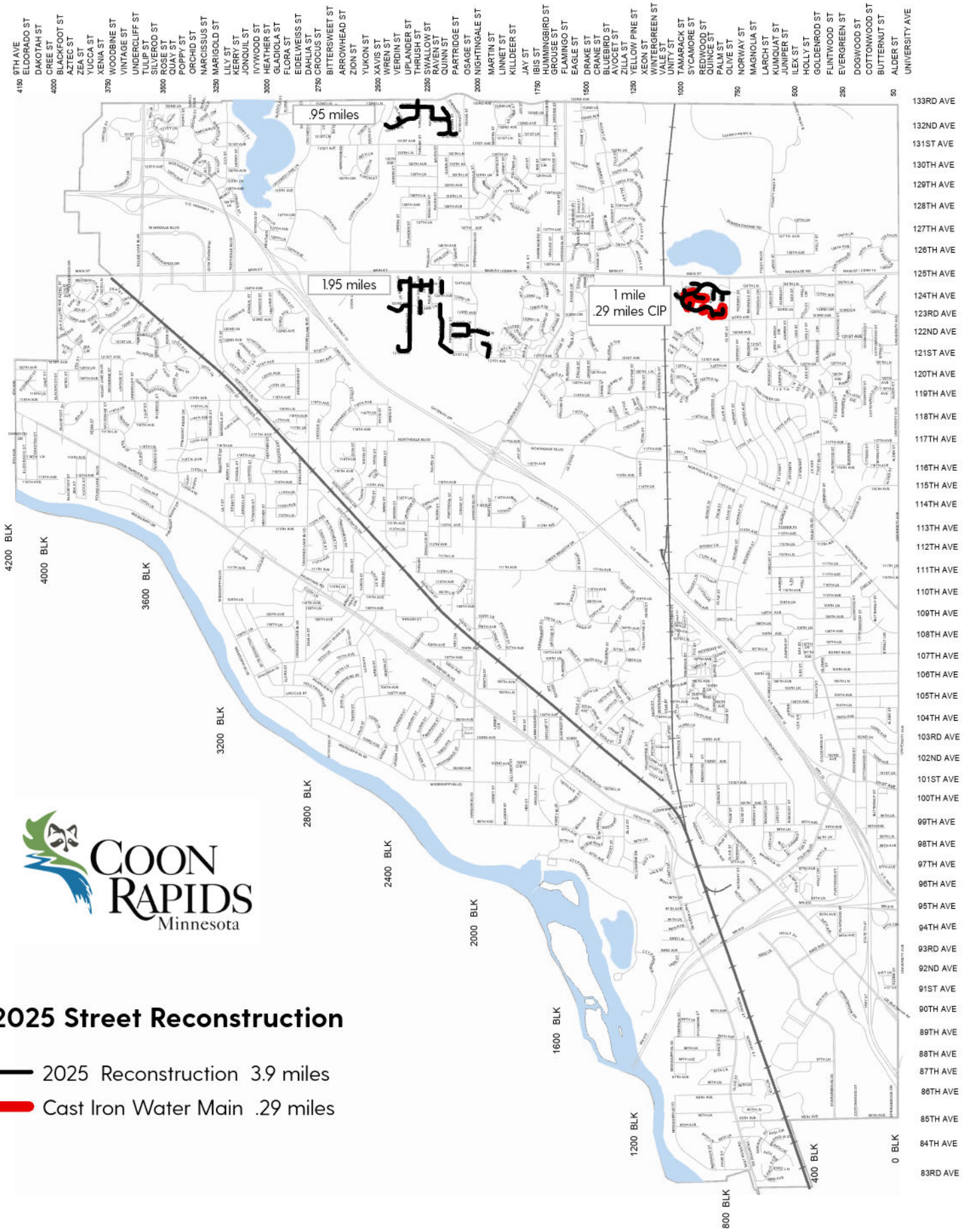
The feasibility report will include an estimated project cost and associated funding sources, including proposed assessments.

Attachments

25-1 Street Reconstruction Map

Resolution 25-1(3)

Resolution 25-1(6)


.95 miles
1.95 miles
1 mile
.29 miles CIP
COON RAPIDS
Minnesota
2025 Street Reconstruction
2025 Reconstruction 3.9 miles
Cast Iron Water Main .29 miles
Date Saved: 4/23/2024 10:50 AM

RESOLUTION NO. 25-1(3)

(3) RESOLUTION ORDERING PREPARATION OF FEASIBILITY REPORT ON IMPROVEMENT (NO PETITION OR INADEQUATE PETITION)

WHEREAS, it is proposed to improve City streets as follows:

1. 132nd Avenue from Coon Creek Boulevard to Thrush Street
2. Uplander Street from 132nd Avenue to Cul-de-sac
3. Thrush Street from 132nd Avenue to 133rd Avenue
4. 132nd Lane from Thrush Street to Cul-de-sac
5. 132nd Lane from Thrush Street to Raven Street
6. Raven Street from 132nd Avenue to 132nd Lane
7. 132nd Avenue from Raven Street to Quinn Street
8. Quinn Street from 132nd Avenue to Cul-de-sac
9. Quinn Street from 131st Lane to 132nd Avenue
10. 131st Lane from Quinn Street to Cul-de-sac
11. 131st Lane from Shenandoah Boulevard to Quinn Street
12. 123rd Lane from 123rd Avenue to 124th Lane
13. 124th Lane from 123rd Lane to Olive Street
14. 124th Circle from 124th Lane to Cul-de-sac
15. Unity Street from 124th Lane to Private Road
16. Tamarack Street from 124th Lane to Cul-de-sac
17. Sycamore Street from 124th Lane to Cul-de-sac
18. Redwood Street from 124th Lane to Cul-de-sac
19. Quince Street from 124th Lane to Cul-de-sac
20. Quinn Street from 121st Lane to 123rd Lane
21. Swallow Street from 123rd Lane (North and South) to Cul-de-sac
22. Thrush Street from 121st Circle to Cul-de-sac
23. 121st Circle from Thrush Street to Cul-de-sac
24. 123rd Circle from Thrush Street to Cul-de-sac
25. 124th Lane from Thrush Street to Uplander Street
26. Uplander Street from 124th Lane to Cul-de-sac
27. 124th Lane from Thrush Street to Raven Street
28. Swallow Circle from 124th Lane (North and South) to Cul-de-sac
29. Raven Street from 124th Avenue to Cul-de-sac
30. Quinn Street from 124th Avenue to Cul-de-sac
31. 122nd Avenue from Partridge Street to Osage Street
32. Osage Street from 122nd Avenue to 122nd Lane
33. 122nd Lane from Partridge Street to Osage Street
34. 122nd Avenue from Osage Street to Shenandoah Boulevard
35. 122nd Avenue from Shenandoah Boulevard to Cul-de-sac
36. Martin Street from 121st Avenue to Cul-de-sac

by street reconstruction and to assess the benefitted properties for all or a portion of the cost

of the improvement, pursuant to Minnesota Statutes, Sections 429.011 to 429.111,

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

That the proposed improvement be referred to the City Engineering Division and the City Engineering Division is hereby instructed to prepare and submit to the Council a feasibility report indicating in a preliminary manner whether the proposed improvement is necessary, cost effective, and feasible, whether it should best be constructed as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted this 3th day of September, 2024.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

RESOLUTION NO. 25-1(6)

(6) RESOLUTION ORDERING PREPARATION OF PLANS

WHEREAS, it is proposed to improve City streets as follows:

1. 132nd Avenue from Coon Creek Boulevard to Thrush Street
2. Uplander Street from 132nd Avenue to Cul-de-sac
3. Thrush Street from 132nd Avenue to 133rd Avenue
4. 132nd Lane from Thrush Street to Cul-de-sac
5. 132nd Lane from Thrush Street to Raven Street
6. Raven Street from 132nd Avenue to 132nd Lane
7. 132nd Avenue from Raven Street to Quinn Street
8. Quinn Street from 132nd Avenue to Cul-de-sac
9. Quinn Street from 131st Lane to 132nd Avenue
10. 131st Lane from Quinn Street to Cul-de-sac
11. 131st Lane from Shenandoah Boulevard to Quinn Street
12. 123rd Lane from 123rd Avenue to 124th Lane
13. 124th Lane from 123rd Lane to Olive Street
14. 124th Circle from 124th Lane to Cul-de-sac
15. Unity Street from 124th Lane to Private Road
16. Tamarack Street from 124th Lane to Cul-de-sac
17. Sycamore Street from 124th Lane to Cul-de-sac
18. Redwood Street from 124th Lane to Cul-de-sac
19. Quince Street from 124th Lane to Cul-de-sac
20. Quinn Street from 121st Lane to 123rd Lane
21. Swallow Street from 123rd Lane (North and South) to Cul-de-sac
22. Thrush Street from 121st Circle to Cul-de-sac
23. 121st Circle from Thrush Street to Cul-de-sac
24. 123rd Circle from Thrush Street to Cul-de-sac
25. 124th Lane from Thrush Street to Uplander Street
26. Uplander Street from 124th Lane to Cul-de-sac
27. 124th Lane from Thrush Street to Raven Street
28. Swallow Circle from 124th Lane (North and South) to Cul-de-sac
29. Raven Street from 124th Avenue to Cul-de-sac
30. Quinn Street from 124th Avenue to Cul-de-sac
31. 122nd Avenue from Partridge Street to Osage Street
32. Osage Street from 122nd Avenue to 122nd Lane
33. 122nd Lane from Partridge Street to Osage Street
34. 122nd Avenue from Osage Street to Shenandoah Boulevard
35. 122nd Avenue from Shenandoah Boulevard to Cul-de-sac
36. Martin Street from 121st Avenue to Cul-de-sac

    by street reconstruction; 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:

The City Engineering Division is hereby designated as the engineer for this improvement. The City Engineering Division shall prepare plans and specifications for the making of such improvement.

Adopted this 3rd day of September, 2024.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

City Council Regular **10.**

Meeting Date: 09/03/2024

Subject: Consider Introduction of Ordinance to Amend 8-200 Waste Collection and Recycling

From: David Brodie, City Attorney

INTRODUCTION

Consider Introduction of Ordinance to amend 8-200 Waste Collection and Recycling.

DISCUSSION

Recently, City staff and Council explored the possibility of organized hauling in the City. Ultimately, the Council made the decision to continue with the current system but address some of the concerns over service and other issues. Based on input from staff and Council, proposed amendments to Chapter 8-200 have been prepared. The proposed ordinance amendments to 8-200 would provide:

1. 8-209 - Limit the number of residential haulers to 3. Currently, there are 5 active haulers who are licensed for and provide residential garbage service in Coon Rapids. Those 5 would be able to continue their operation if they continued to meet the licensing requirement of 8-200.
2. In an effort to better protect residents and in response to complaints, 8-221 would be amended to provide that if five or more formal complaints are filed against a licensee, within a 12-month period, and which have been administratively reviewed and verified by city staff for accuracy, it may result in revocation, or non-renewal of a license.
3. Similarly, to better protect residents and in response to complaints, 8-224 is added to establish an administrative fine procedure. In addition to other remedies in the code (criminal/non-renewal/revocation of license), the administrative fine would permit the City to administratively fine haulers for violations of the applicable City Code.
4. A few minor changes were made as well as highlighted in the attached proposed ordinance.

Staff recommends City Council introduce the ordinance to amend Chapter 8-200 Waste Collection and Recycling.

RECOMMENDATION

Introduce Ordinance to amend 8-200 Waste Collection and Recycling.

Attachments

Ordinance to amend 8-200 Waste Collection

ORDINANCE NO.

AN ORDINANCE AMENDING WASTE COLLECTION AND RECYCLING AND THEREBY AMENDING REVISED CITY CODE – 1982 SECTION 8-200

The City of Coon Rapids hereby ordains:

Section 1. Revised City Code – 1982 Section 8-200 is hereby amended as follows:

(deletions in brackets, additions double underlined)

8-201 Purpose. City Council finds that the improper storage, collection, and disposal of waste and recyclable materials constitute a public nuisance and a serious threat to the environment and public health. The Council therefore finds that the reasonable regulation of the storage, collection, and disposal of waste materials, and the encouragement of citizens to recycle waste materials to the extent possible, is necessary to provide for the public health, safety, and general welfare.

8-202 Definitions. For the purposes of this chapter, the following definitions will apply:

(1) "Authorized Recycling Program" means a program for the collection and recycling of recyclable materials which is instituted, sponsored, authorized, or controlled by the City of Coon Rapids.

(2) "Business" means any commercial, industrial, or institutional enterprise, except residential uses, including, but not limited to, offices, retail sales, wholesale sales, warehousing, restaurants, clubs, churches, and establishments of non-profit organizations where food is prepared or served or goods are sold.

(3) "Commercial Container" means any container intended for the collection of waste or recycling materials that exceeds 95 gallons in volume.

(4) "Director" means the City's Public Works Director or the Director's duly authorized representative. [Revised 11/6/13, Ordinance 2110]

(5) "Garbage" means any organic refuse, animal or vegetable, resulting from the preparation, consumption, display, dealing in or storage of meat, fish, fowl, fruit, or vegetables, including the cans, containers or wrappers wasted along with such materials, but not including recyclable materials.

(6) "Licensed Hauler" means any person licensed by the City of Coon Rapids to perform the services of collecting and disposing of waste, recycling materials, or yard waste, and any person providing any such services as a subcontractor thereto.

(7) "Mixed Municipal Solid Waste" means garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection, but does not include automobile hulks, street sweepings, ash, construction debris, mining waste, sledges, tree and agricultural waste, tires, lead acid batteries, motor and vehicle fuels and filters, and other materials collected, processed, and disposed of as

separate waste streams, but does include source-separated compostable materials.

(8) "Multi-unit Residential Use" means a residential structure, or group of residential structures under a single management, with five or more residential units.

(9) "Person" means an individual, firm, association, partnership, or corporation.

(10) "Recyclable Materials" means materials that are separated from mixed municipal solid waste for the purpose of recycling, including paper, glass, plastics, metals, automobile oil, and batteries. Refuse-derived fuel or other material that is destroyed by incineration is not a recyclable material.

(11) "Recycling" means the process of collecting and preparing recyclable materials and reusing the materials in their original form or using them in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.

(12) "Residential Container" means any container intended for the collection of waste or recycling materials that has a volume of 95 gallons or less.

(13) "Residential Household" means any attached or detached single, double, triple, or four unit dwellings and mobile homes.

(14) "Rubbish" means any solid wastes that are not garbage or recyclable materials.

(15) "Scavenging" means the unauthorized collection of recyclable materials that have been set out by the residents of the City specifically for participating in an authorized recycling program.

(16) "Source-separated compostable materials" means mixed municipal solid waste that is separated at the source by waste generators for the purpose of preparing it for use as compost, is collected separately from other mixed municipal solid waste, is comprised of food waste, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable because the Director of the Office of Environmental Assistance has determined that no other person is willing to accept the paper for recycling, and is delivered to a facility to undergo controlled microbial degradation to yield a human-like product meeting the pollution control agencies' Class I or Class II or equivalent compost standards and where process residues do not exceed 15 percent by weight of the total materials delivered to the facility.

(17) "Waste" means any discarded material including, but not limited to, garbage, rubbish, and recycling materials.

(18) "Yard Waste" means garden waste, leaves, lawn cuttings, weeds, shrub and tree waste, and prunings. [Revised 11/17/2017, Ordinance 2196]

8-203 Unlawful Deposit. It is unlawful for any person to deposit garbage, rubbish, the body of a dead animal or any portions thereof, or other waste or recyclable materials in or upon any public highway, street, alley, public waters or ice thereon, public lands, or, without the consent of the owner, in or upon any private lands or water or ice thereon.

8-204 Collection Service Required.

(1) Unless otherwise exempt as provided in this Section, every residential household and every multi-unit residential use with centralized collection must engage a licensed hauler for the collection of mixed municipal solid waste and recyclable materials generated by that household or residential use.

(2) Unless otherwise exempt as provided in this Section, every business must engage a

licensed hauler to provide for the collection of mixed municipal solid waste generated by the business and for the collection of such materials as required by law to be recycled by the business.

(3) A residential household or business may be exempted from the requirements of this Section upon demonstrating to the satisfaction of the City that environmentally sound alternative methods of collection will be used. Application for an exemption shall be made on forms provided by the City. The application shall be reviewed by the Director who will approve or deny the application and will notify the applicant in writing of the decision. Any applicant aggrieved by the decision of the Director may appeal that decision to the City Council. The request for an appeal must be in writing, specifically state the basis for the appeal, be signed by the applicant, and be received by the City within 10 business days of the written notice. The City Council shall hear the appeal at its next regularly scheduled meeting that is held at least seven days after receipt of the appeal request.

8-205 Containers.

(1) Mixed municipal solid waste generated by residential households must be stored in residential containers that are water tight, have a tight fitting lid, are impervious to insects, rodents, birds, and other pests, and are not capable of absorbing moisture. Such containers must be provided by the Licensed Hauler, and may be inspected by the City to ensure compliance. [Revised 11/6/13, Ordinance 2110]

(2) Mixed municipal solid waste generated by businesses and multi-unit residential uses must be stored in commercial containers approved by the Director and which are water tight, have a tight fitting lid, are impervious to insects, rodents, birds, and other pests, and are not capable of absorbing moisture.

(3) Recyclable materials for all uses must be stored in containers approved by the Director, and provided by and collected by a Licensed Hauler. [Revised 11/6/13, Ordinance 2110] Containers for recyclable materials must be kept in good repair as to be able to adequately perform this intended purpose.

(4) Yard waste must be placed in State approved compostable bags or containers provided by a licensed hauler, tied in bundles, or stacked in a neat orderly manner. [Revised 11/6/13, Ordinance 2110]

(5) If, upon inspections, the Director determines that a container is in poor repair, corroded, or otherwise defective condition so as to not comply with requirements of this Section, the Director will notify the provider or user in writing to repair or replace the container. The notice must include the specific defect or deficiency and provide a compliance date. If the defect or deficiency is not corrected by the compliance date, the Director will condemn the container and affix thereto a tag indicating such condemnation. It is unlawful for any person to use a condemned container for the storage and collection of mixed municipal solid waste. [Revised 11/06/13, Ordinance 2110]

8-206 Location of Containers and Yard Waste.

(1) The outside location of residential containers for the storage of mixed municipal solid waste, yard waste and recycling materials must be placed no closer to the street than the existing front yard setback of the residence.

(2) The location and screening of any commercial containers for the storage of mixed municipal solid waste and recycling materials must be approved in advance by the City and in accordance with land use regulations of Title 11.

(3) Yard waste must be prepared for collection in a manner required by the person's licensed hauler. No yard waste as defined in Chapter 8-202, and including brush and brush piles, bagged or piled leaves, bagged or piled grass clippings, or unstacked wood may be stored on the property except as allowed in Chapter 8-1600 (Composting). [Revised 11/6/13, Ordinance 2110]

(4) Yard waste, residential containers for mixed municipal solid waste and recycling materials that are prepared for collection must be placed in one location at ground level and off the traveled roadway (such as in the driveway, or in the boulevard behind the curb) no sooner than 4:00 p.m. the day prior to collection. Such containers must be returned to their outside storage location no later than midnight on the day of collection. Upon pick up licensed haulers will be required to place empty containers off the traveled roadway. [Revised 11/6/13, Ordinance 2110]

8-207 Collection Fees. The fees for mixed municipal solid waste, recycling, and yard waste collection will comply with all State regulations and be paid to the licensed hauler by the owner, agent, occupant, or tenant of the premises from which such materials are collected and such fee shall be full compensation for the hauler's services. If a tenant or occupant of the property fails to pay said expense, the owner will be liable to the licensed hauler. The licensed hauler may refuse to make collections from any premises when the hauler's fees are not paid.

8-208 License Required. No person may operate a service for the collection and hauling of mixed municipal solid waste, recycling materials, or yard waste in the City without first obtaining and maintaining a license from the City except that no separate license is required for any person collecting recycling materials or yard waste as a subcontractor to a licensed hauler.

8-209 Limitation on Number of Licenses.

(1) Purpose. It is the intent of the city to reduce the number of solid waste collection licenses issued. The limitation is deemed necessary to protect the health, safety and welfare of the city and its residents.

(2) Limitation exception. No more than 3 collection licenses for residential collection may be in force at any time, except that all companies licensed by the city for residential collection licenses as of September 1, 2024 and who have provided service under said residential license may be relicensed according to the following conditions:

(a) The licensee has conformed to all city, county, state and federal laws related to solid waste collection.

(b) There is no lapse in the license period.

(c) The licensee submits a fully completed annual renewal form, payment and all required documentation by the due date for renewals. Incomplete applications shall be returned to the licensee and must be resubmitted by the original due date. Failure to submit a renewal, payment and all required documentation by the original due date will be cause for the city to deny the renewal of the license.

(d) Licenses are nontransferable, except when an existing licensee undergoes incorporation, sale or merger with another existing city licensed collector, so long as the ownership, control, and interest in the license remain with a pre-existing licensee.

(e) The type of service offered (i.e., commercial/industrial/multifamily or residential) has not increased from the previous license period.

[~~8-209~~] 8-210 Application. Application for a hauler license must be made to the Director on forms designated from time to time by the City and will include, but not be limited to, the following information:

(1) The name, business address, and telephone number of the applicant.

(2) A list of the vehicles which the applicant proposes to use in the operation of the business in the City.

(3) Evidence satisfactory to the City of a current license issued by Anoka County.

(4) The method or methods of disposing of recyclable materials.

(5) The method or methods of disposing of yard waste, if applicable.

(6) The name, address, and telephone number of any person providing the collection and hauling of recyclable materials and/or yard waste if other than the applicant.

(7) Copies of the Minnesota State Inspections Certificates for each of the vehicles used in the business, including the vehicles used by any subcontractor or, if not subject to State inspection, evidence of satisfactory inspections by the City's Department of Public Works.

(8) Certificates of insurance which provide evidence of compliance with the requirements of Section [~~8-210~~] 8-211.

(9) Evidence satisfactory to the City of the surety bond required in Section [~~8-210(1)~~] 8-211(1)

[~~8-210~~] 8-211 Bond and Insurance.

(1) A licensed hauler must maintain at all times a surety bond in the penal sum of $3,000 conditioned that the licensed hauler will faithfully and continuously provide the collection services specified in the application, or as later modified by the City Council, and under the conditions imposed by the ordinances and the lawful orders, rules and regulations of the City.

(2) In addition, a licensed hauler must maintain at all times the following insurance policies issued by insurance companies authorized to do business in the State of Minnesota:

(a) 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. Said policy shall provide that it may not be canceled by the insurer except on 10 days written notice to the City Clerk. If such insurance is canceled and the licensee fails to replace the same with another policy conforming to the provisions of this Chapter, said license shall be automatically suspended until such insurance is replaced.[Revised 5/17/05, Ordinance 1890]

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

(c) To the extent required by law, workers compensation coverage or evidence of qualification as self-insured of workers compensation.

(3) Failure to maintain the bond or any required insurance will be grounds for revocation of the license.

(4) The bond and any required insurance may be canceled only after 10 days written notice to the Director of intent to cancel.

(5) If recycling services are to be performed by a person or entity other than the licensed hauler, the licensed hauler will provide written evidence satisfactory to the City that the licensed hauler's bond and insurance will also apply to the recycling collector or shall supply a separate bond and insurance policy in the amount specified herein covering the recycling collector.

(6) A licensed hauler will defend and indemnify the City for all costs (including attorney's fees) relating to any claims brought or filed against the City or any of its officers, employees, or agents for property damage, bodily injury, or death to any persons, including third persons, arising out of or relating to the licensed haulers operations under the City license.

[~~8-211~~] 8-212 License Fee. The annual fee for a hauler license will be established from time to time by ordinance of the City Council and must accompany the license application.[Revised 12/5/06, Ordinance 1938]

[~~8-212~~] 8-213 Issuance of License. Licenses will be issued by the Director unless the investigation indicates that the applicant does not meet the standards for a license under this Chapter in which case the Director will forward the application to the City Council for appropriate action.

[~~8-213~~] 8-214 Term of License. A hauler's license will be effective from January 1st through December 31st of each year. The fee for an initial license issued after September 1st in any year will be one half of the annual license fee for that partial year.

[~~8-214~~] 8-215 Collection.

(1) Each licensed hauler, at a minimum, will offer its residential customers, including multi-unit residential uses with centralized collection, mixed municipal solid waste removal and recycling services in accordance with this Chapter and such rules and regulations as may be adopted from time to time by the City and kept on file in the office of the Director. Materials too large or numerous to be placed in the required containers may be placed in an orderly manner on the curb, provided that prior arrangements for the pickup have been made with the licensed hauler.

(2) Each licensed hauler must, at a minimum, offer its business customers mixed municipal solid waste removal, except for haulers who provide only recycling services for businesses.

(3) The methods of collection and the fees to be charged will be determined by each licensed hauler. At least once each license year the licensed hauler must notify each of its customers of the availability of the various services offered and the fees for each service.

(4) Each licensed hauler who provides trash, recycling, organics or yard waste services must provide the Director with tonnage reports on the amount of trash, recycling, organics and yard waste collected. The reports may be provided either monthly or quarterly. Monthly reports will be due by the 15th day of the next succeeding month. If reports are provided quarterly, the first quarter report due on or before April 15th, the second report on or before July 15th, the third report on or before October 15th, and the fourth report on or before January 15th in the next succeeding year. [Revised 4/18/17, Ordinance 2186]

(5) A licensed hauler may provide for the collection of yard waste. Any hauler providing such service must advise its customers at least annually of the requirements, schedules and fees established by the hauler for that collection. The hauler is responsible for the proper disposal of all yard waste it collects.

(6) All licensed haulers are responsible for the immediate clean up of any spills that may occur during the collection process.

(7) For multi-unit residential uses centralized collection, the City will adopt a policy and requirements that:

(a) collection containers must be labeled to clearly differentiate between solid waste and recycling;

(b) recycling container locations must be in close proximity to solid waste container locations;

(c) residents must be provided educational materials related to solid waste and recycling; and

(d) such policy will be kept on file in the office of the Director. Responsible parties at multi residential uses with centralized collection must provide recycling and solid waste collection in accordance with this Chapter and Section (7) (1). [Revised 6/4/2019, Ordinance 2222]

[~~8-215~~] 8-216 Collection Schedules.

(1) Except as otherwise provided herein, the collection of mixed municipal solid waste and other waste materials, must be made at least weekly from residential households. Recycling materials must be collected at least every other week. Yard waste may be collected on a schedule determined by the licensed hauler. The collection of recyclable materials and yard waste must be made on the same day of the week as the collection of mixed municipal waste.[Revised 3/1/05, Ordinance 1877]

(2) Except as otherwise provided herein, the collection of mixed municipal solid waste, recyclable materials, and other waste must occur:

(a) From businesses: at minimum twice per week.

(b) From multi-unit residential buildings with centralized collection: collection of recyclables shall ensure a minimum weekly service capacity of .05 cubic yards per dwelling per dwelling unit or an equivalent collection capacity in accordance with policies set forth in Chapter 8-214 and kept on file with the Director. Solid waste shall be collected as often as necessary to protect public health but at a minimum once per week. [Revised 6/4/2019, Ordinance 2223]

(3) Collection of any nature within residential areas, including multi-unit residential uses and businesses where the collection containers are located within 750 feet of a residential structure, must be restricted to between the hours of 6:30 a.m. and 8:30 p.m. Monday through Saturday. The City may waive these requirements upon the City's sole determination that an emergency exists.

[~~8-216~~] 8-217 Collection Vehicles. All vehicles used by a licensed hauler, any person operating as a subcontractor to a licensed hauler or any person who may not require a license under this Chapter must be so constructed and operated that the contents of the vehicle will not leak or spill therefrom. The vehicles must be kept clean and free from offensive odors and may not be allowed to stand on any public street or other public or semi-public place longer than reasonably necessary to make the collections. The vehicles must be so maintained that they do not leak oil or other fluids.

[~~8-217~~] 8-218 Policy Statement. Within 30 days after receiving a written request therefore from the City, a licensed hauler must provide the Director with a copy of the hauler's policy statement relating to all services provided and the fees charged.

[~~8-218~~] 8-219 Violations. The Director will notify a licensed hauler of any violations of federal, state, or local laws and ordinances committed by the hauler or any subcontractor of the hauler. The notice must be in writing, specifically describe the violation or violations, provide a reasonable time for compliance, advise a hauler of its appeal rights, and be served on the hauler personally or by registered or certified mail.

[8-219] 8-220 Appeals. A licensed hauler may appeal a notice of violation to the City Council by filing a request to appeal with the Director within 10 calendar days after the date of service of the notice. The appeal request must be in writing, specifically state the basis for the appeal, and be signed by the applicant. The Director will cause the appeal to be placed on the agenda at the next regular City Council meeting that is held at least 10 calendar days after receipt of the request. The City Council may affirm, reject, or amend the Director's notice.

[~~8-220~~] 8-221 Revocation or Non-renewal.

(1) The City Council may revoke or not renew any license issued pursuant to this Chapter for cause, including but not limited to, failure to comply with any violation notice or repeated violations of laws and ordinances. Revocation or non-renewal may also be based on other health, safety, and welfare concerns arising out of the performance of the licensee, its employees and agents, or its vehicles and equipment. The City's receipt of five or more formal complaints, filed against a licensee, within a 12-month period, which have been administratively reviewed and verified by city staff for accuracy, may also result in revocation, or non-renewal of a license.

(2) Before revocation or non-renewal, the licensed hauler will be provided with written notice, served personally or by registered or certified mail, specifically stating the nature of the charge or charges against the licensee and setting a hearing date before the City Council which date will not be less than 10 calendar days after service of the notice. The licensee may appear at

the hearing with or without counsel and may present such evidence and make such arguments as the Council deems appropriate. If Council determines to revoke the license, it must establish a reasonable effective date for the revocation taking into consideration the needs of the customers. The Council may also establish a time and such requirements under which a licensee whose license has been revoked or not renewed may apply for a new license.

[~~8-221~~] 8-222 Scavenging.

(1) The Director will maintain a list of approved items designated for recycling under the City's authorized recycling program.

(2) Ownership of recyclable materials set out for the purpose of participating in an authorized recycling program remains with the person who set out the materials until removed by the authorized collector. Until the recyclable materials are removed by the authorized collector, the person who set out the materials is responsible for their proper preparation, handling and storage. Ownership and responsibility for the proper handling of the recyclable materials rests in the authorized collector upon removal by that collector.

(3) It is unlawful for any person who is not authorized by the City to take or collect or scavenge recyclable materials intended for an authorized collection program within the City. The first violation of this Section will constitute a petty misdemeanor. Any second or subsequent violation will be a misdemeanor.

[~~8-222~~] 8-223 Oil Recycling Depositories. City depositories for the collection of oil or recycling are available for the benefit of private individuals only and may not be used by any commercial enterprise. A commercial enterprise, or any person operating on behalf of a commercial enterprise, that deposits oil in a City depository is guilty of a misdemeanor.

8-224 Administrative Penalty.

(1) For the listed violations, the City, in addition to any other sanctions authorized by the Chapter or state or federal statute, impose the following penalty:

(a) Failure or neglect to clean up solid waste spilled by licensed hauler within 6 hours of oral or written notification - $500.00 each occurrence.

(b) Failure or neglect to maintain vehicle in a manner that prevents nuisances such as leaky seals or hydraulics - $500.00 each occurrence.

(c) Failure or neglect to abide by the City's regular collection hours - $500.00 each occurrence.

(d) Use of unlicensed trucks, $500 each occurrence.

(e) Failure to provide monthly or quarterly tonnage reports within the time limits prescribed in 8-215(4), $300.00 each occurrence.

(f) Failure or neglect to provide notice to involved resident when garbage and refuse, recyclables,yard waste, or large/bulky items are refused for collection for cause or when pick up does not occur due to weather conditions - $300.00 each occurrence.

(2) Notice. Upon discovery of a suspected violation, the alleged violator shall be issued, either personally or by mail, a citation that sets forth the alleged violation and which shall inform the alleged violator of his or her right to be heard on the accusation.

(3) Hearings.

(a) Upon issuance of a citation, a person accused of violating this Chapter may request in writing a hearing on the matter. Hearing requests must be made within ten business days of the issuance of the citation and delivered to the City Clerk or other designated City employee. Failure to properly request a hearing within ten business days of the citation will terminate the person's right to a hearing.

(b) The City Clerk or other designated City employee will set the time and place for the hearing. Written notice of the hearing time and place will be mailed or delivered to the accused violator at least ten days prior to the hearing.

(4) Hearing Officer. The City Manager shall from time to time designate a hearing officer. The hearing officer will be an impartial employee of the City or an impartial person retained by the City to conduct the hearing.

(5) Decision. If the hearing officer determines that a violation of this Chapter did occur, the decision, along with the hearing officer's reasons for finding a violation and the penalty to be imposed under Section 8-224 of this Chapter, shall be recorded in writing, a copy of which shall be provided to the accused violator. Likewise, if the hearing officer finds that no violation occurred or finds grounds for not imposing any penalty, such findings shall be recorded and a copy provided to the acquitted accused violator.

(6) Appeals. Appeals of any decision made by the hearing officer may be made to the City Council by filing a written request for an appeal with the hearing examiner within ten days after the hearing examiner's decision. The hearing examiner shall place the appeal on the next Council agenda that is held at least ten days following the receipt of the appeal request. Appeals from any decision of the City Council shall be filed in Anoka County District Court.

(7) Costs. If the citation is upheld by the hearing officer and/or the City Council, the City's actual expenses in holding the hearing up to a maximum of $1,000.00 must be paid by the person requesting the hearing.

(8) Violations. Each violation, and every day in which a violation occurs or continues, shall constitute a separate violation.

[~~8-223~~] 8-224 Penalties. In addition to any other sanctions imposed by the City as authorized by this Chapter, any person who violates a provision of this Chapter is guilty of a misdemeanor unless otherwise stated. Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense. [Revised 7/16/02, Ordinance 1776]

Introduced this 3rd day of September, 2024

Adopted this _____day of _____, 2024

_____

Jerry Koch, Mayor

ATTEST:

_____

Joan Lenzmeier, City Clerk

City Council Regular **11.**

Meeting Date: 09/03/2024

Subject: Consider Resolution 24-16(8) Approving Plans and Specifications and Ordering Advertisement for Bids - 2024 Lift Station Rehabilitation Project

Submitted For: Tim Himmer, Public Works Director

From: Amanda Romano, Administrative Assistant II

INTRODUCTION

As part of the City's continued efforts to maintain its sanitary sewer infrastructure, a project is proposed to perform various rehabilitation measures on sanitary sewer lift stations 5, 6, and 10. Council is requested at this time to approve the plans and specifications and order an advertisement for bids for this project.

DISCUSSION

During fall of 2023, the City contracted with SEH to complete condition assessments of several of the City's sanitary sewer lift stations. As a result of the condition assessments, various rehabilitation needs were prioritized for improvements at lift stations 5, 6, and 10. City staff developed the final project scope with SEH, who has completed the final plans and specifications in preparation for bidding.

Rehabilitation measures proposed as part of this project include safety improvements for access and facility protection, replacement of aged pumps, installation of wet well wizards designed to mitigate fat/oil/grease buildup, and upgrades to electrical and communication equipment.

If Council authorizes the project to advance, a public bid opening will take place on October 1, 2024. It is anticipated a contract award will then occur on October 15, 2024. If a contact is awarded, the project work is scheduled to take place over the next year as weather and materials allow.

RECOMMENDATION

Staff recommends Council adopt Resolution No. 24-16(8) approving plans and specifications and ordering advertisement for bids for City project 24-16; 2024 Lift Station Rehabilitation Project.

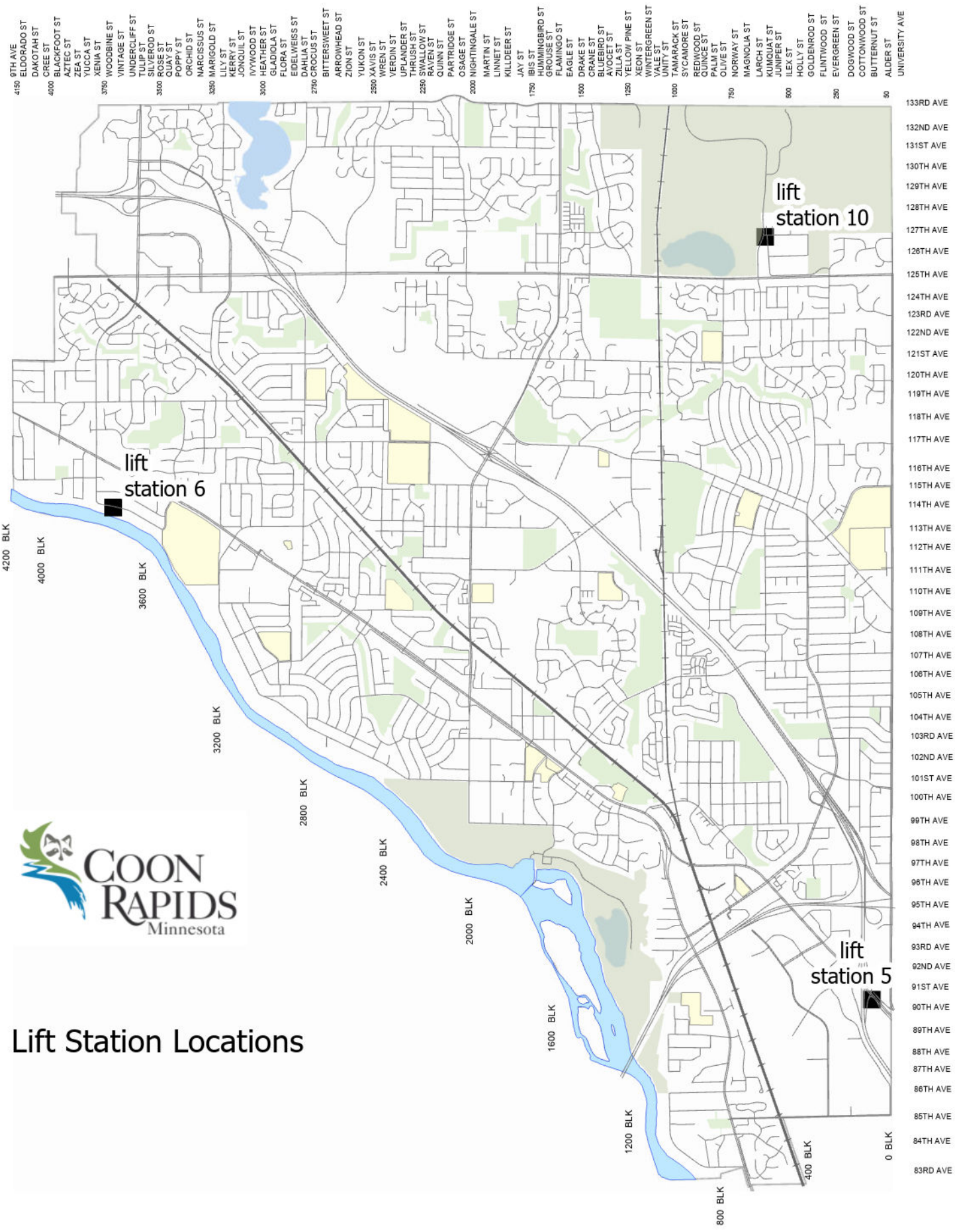
BUDGET IMPACT:

Funding for this project was included in the 2024 City capital outlay budget for sanitary sewer maintenance (620).

Attachments

Project Locations

Resolution No. 24-16(8)



Lift Station Locations

RESOLUTION NO. 24-16(8)

(8) RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS

WHEREAS, SEH has prepared plans and specifications for the improvement of the City's sanitary sewer system by rehabilitation of Lift Stations Nos. 5, 6, and 10, and has presented such plans and specifications to the Council for approval; 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:

1. Such plans and specifications, a copy of which is on file and available for review in the office of the Public Works Director, are hereby approved.

2. The City Clerk shall prepare and cause to be inserted in the official paper and in a trade journal, if applicable, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received by the City of Coon Rapids until 10:00 a.m. on the 1st day of October 2024, at which time they will be publicly opened by SEH, will then be tabulated, and will be considered by the Council at 7:00 p.m. on the 15th day of October 2024, in the Council Chambers, and that no bids will be considered unless sealed and filed with the City and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City Clerk for 5% of the amount of such bid.

Adopted this 3rd day of September 2024.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

City Council Regular **12.**

Meeting Date: 09/03/2024

Subject: Consider Resolution 24-86 Establishing 2024-2025 Coon Rapids Ice Center Rental Rates and Approve Fee Structure

From: Stephanie Ring, Director of Community and Recreation Services

INTRODUCTION

Council is asked to consider the proposed 2024-2025 ice rental fees for the Coon Rapids Ice Center and approve the updated fee structure.

DISCUSSION

Fees for hourly ice rentals, services and activities were last reviewed and approved by the City Council at the September 5, 2023 council meeting, at the start of the 2023-2024 skating season. The City's current and proposed ice rental rates are listed below for the upcoming 2024-2025 season (all rates are per hour):

Time period	Current	Proposed
Winter Prime Ice (September - March)	$238	$248
Winter Non-Prime (September - March, off peak hours)	$185	$192
Spring/Summer (April - August)	$185	$192
Outdoor ice (Public)	$100	$105

Staff conducted research with several area facilities and believes the increase proposed for the Ice Center 2024-2025 season is in line to adjust for inflation, while still remaining competitive.

In addition to the standard hourly ice rates, the fee structure attached describes additional policies for Contract Customers, Volume Ice Rates, Game Fees, Ancillary Facility Space and Storage Space.

The fee sheet also lists pricing for additional services such as public skate, stick and puck, skate sharpening and room rental. Prices that are being increased include skate sharpening by $2 for overnight services; $3 for same day services; and room rental fees are going up on average $2 per rate category.

2024-2025 user contracts reflecting these new rates have been prepared for execution and will be presented for City Council consideration under a separate memo on tonight's agenda.

RECOMMENDATION

Staff recommends they City Council adopt Resolution No. 24-86 establishing 2024-2025 ice rental rates for the Coon Rapids Ice Center and approve the 2024-2025 Coon Rapids Ice Center fee structure.

Attachments

Resolution 24-86 Ice Center Fees 2024-2025

Ice Center Fees 2024-2025

RESOLUTION 24-86

A RESOLUTION ESTABLISHING COON RAPIDS ICE CENTER HOURLY ICE RENTAL FEES

WHEREAS, the fees and charges for Coon Rapids Ice Center do not currently reflect competitive prices within the metro area; and

WHEREAS, the City Council finds that it is in the best interest of the City for the fees and charges for the Coon Rapids Ice Center to be competitive within the metro area to the extent practical; and

WHEREAS, the City Council further finds that certain fees and charges for Coon Rapids Ice Center should be increased to ensure competitiveness within the metro area; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that effective upon adoption the fees and charges (including sales tax where applicable) for the Coon Rapids Ice Center shall be as follows:

Winter Season 2024-2025 (September 1st through March 31st… $248.00 per hour

Winter Non-Prime 2024-2025 (Monday through Friday before 3 p.m. and any day of the week after 10 p.m., with the exception of Anoka Hennepin School District 11 school release days)..... $192.00 per hour

Spring/Summer Season 2024 (April 1st through August 31st)…..$192.00 per hour

Outdoor Ice Rink, Public…….$105.00 per hour

Non-Prime Outdoor Rink (dry surface)……...$60.00 per hour

Group Discount, Winter Non-Prime and Spring/Summer Hours….10th Hour Free

Adopted by the Coon Rapids City Council this 3rd day of September, 2024.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

2024-2025
COON RAPIDS ICE CENTER
FEES AND CHARGES

Winter Season 2024-2025

Prime Indoor Ice
September 1st through March 31st ..... $248.00 per hour
Monday-Friday – 3 PM - 10 PM
AHSD Release Days
Saturday-Sunday – 7 AM - 10 PM

Non-Prime Indoor Ice
After 10 PM…… ..... $192.00 per hour
Before 3 PM Monday-Friday*……..... $192.00 per hour
*With the exception of AHSD school release days.

Outdoor Ice
Public……... ..... $105.00 per hour

Spring/Summer Season 2025

Non-Prime Indoor Ice
April 1st through August 31st..... $192.00 per hour

Non-Prime Outdoor Rink (dry surface)……....$60.00 per hour

Group Discount

Spring/Summer Hours ..... 10th Hour Free*
*Ice invoices cannot be combined for discount

Contract Customers
Any customer who purchases over 200 hours of ice (Prime or Non-Prime) is considered a Contract Customer* and is required to be under contract for a duration of one year which runs September 1 to August 31. Customers purchasing less than 200 hours of ice time fall within the "Rental Agreement."

*Contract Customers who conduct non-ticketed events are provided some ancillary facility space. Ancillary uses are defined as team meetings, work out activities, team event planning, motivational speakers and presentations when supervision is present. All of the ancillary uses must be scheduled in advance with Ice Center management and are subject to availability. The Coon Rapids Ice Center management has discretion to assign use of rooms or to modify room assignments to accommodate other priority or paid users. Social gatherings and team parties are chargeable room rentals.

Volume Rates Ice Purchase Policy:

The City may offer lower ice rates for Customers that meet or exceed* the minimum threshold of hours purchased in various categories and are under contract.**

Prime Ice: over 500 hours……..$243.00 per hour
Non-prime ice: over 200 hours …….$145.00 per hour
*Note: Customers may not exceed 200 days of use per contract year.
**Customers purchasing over 500 hours of Prime ice also receive 16 hours of complimentary ice time per contract year directed at recruitment and 4 hours of complimentary ice time per week on the outdoor rink for the contract year.

Game Fee Charges for Ticketed Events

The Coon Rapids Ice Center charges game fees to recover costs related to cleaning, staff, security personnel, some room rentals and other needs. Customer game fee needs can vary and charges are reflected accordingly.

Full Service Game Fee

Appropriate management, ticket seller(s), time/score keeper(s), penalty box attendant(s) and security personnel as needed as well as any cleanup/maintenance staff, and some access to rooms for approved use.
Indoor Game fee…….. $700 per game
Outdoor Game fee ……...$350 /per game

Modified Service Game Fee

Appropriate management, and additional staff for clean-up and other needs, and some access to rooms for approved use.
Indoor Game fee……...$135 /per game
Outdoor Game fee ……$135/per game

By prior arrangement, if the City determines the above services are not necessary for games, a Game Fee will not be charged. This is determined at the discretion of Ice Center Management.

Additional Services Game Fee

Any customer requesting portions of the services provided as part of the Full Service or Modified Service Game Fee will be charged applicable market rates for such services. Fees to be determined by Ice Center Management.

Ancillary facility space – Ticketed Events

Room usage is included for paying the Game Fee during ticketed events for team events and activities. This includes the shooting station (for contract customers only), conference room, Graber skybox, dry floor usage and Training Room 1. All of the ancillary uses must be scheduled in advance with Ice Center management and are subject to availability. Coon Rapids Ice Center Management has the discretion to charge additional Game Fees for cleaning and damage to rooms, if applicable.

Ancillary facility space – Non contract customers, whether ticketed or non-ticketed event
Any group renting ice may request meeting room space (if available) and pay the posted fees for room rental rates.

Storage space for Volume Rates Ice Purchase Customers
The Coon Rapids Ice Center may offer facility storage space when a customer meets or exceeds the minimum threshold of hours purchased in one category of ice time rental and is under contract as an "Eligible Volume Rates Ice Purchase Customer." The storage space is provided only if available and will not displace any prior customer. Ice Center staff have final authority to determine storage space (if any) is available.

If a Customer meets or exceeds the minimum amount of ice time purchased in any one category (prime or non-prime hours), up to 450 square feet of storage space (if available) can be provided to the customer for use. Qualifying in more than one category of ice time purchased (both prime and non-prime) does not mean customer is entitled to more storage space.

Eligible Volume Rates Ice Purchase Customers:
Purchasing over 500 hours Prime Ice: @ $243.00 per hour
Purchasing over 200 hours Non-prime ice: @ $145.00 per hour

Sales of Merchandise in City-owned facilities
Any contract customer or contract customer's approved commercial vendor (1), may sell team-branded merchandise, programs and souvenirs in the facility during games, tournaments and special events, with all proceeds being kept by the customer. Any commercial vendor may be required to pay a permit fee to the City. Customer and/or customer's approved commercial vendor (if applicable) may not sell items similar in nature to items stocked by the Ice Center in its Pro Shop. Sale locations and sale items must be approved in advance by the Ice Center Manager. If more than one commercial vendor is desired, this falls outside typical use and the customer must go through the "Special Event Permitting Process" as described in detail in this document.

Dasherboard Sales/Commission Program
Any Contract Customer is allowed to participate in the Coon Rapids Ice Center Dasherboard sales/Commission program. This program is available only to Contract Customers as defined by those who purchase over 200 hours of ice time (Prime or Non-Prime) in a contract year which runs September 1 to August 31.

The Dasherboard Sales/Commission Program allows each contract user to sell up to 3 dasherboards for a fee of $1000 each, with the Contract User receiving 50% of the sale (for commission and recruitment of the customer) and the Coon Rapids Ice Center will retain the other 50%. If ad sales do not meet the deadline of September 1, 2024, ad rates and commission amounts will be adjusted each month on a pro-rated basis. Ad rates will be $83.33 per month; commission rates will be $41.66 per month. Any Contract Customer participating in this program will also be required to sign the "Service Contract Agreement for Dasher Board Ad Sales" which can be obtained by the Ice Center Manager.

Advertising Logo Wall
Contract Customers purchasing over 500 prime hours of ice can participate in the advertising logo wall in the Ice Center. Sponsors supporting a group that purchases over 500 prime hours can display their logo on the advertising wall.

Special Events
Contract customers may have up to 2 special events per season that are designed to offer different and/or additional activities in addition to a typical practice, hockey game or tournament. Special events must go through the City's "Special Events Permitting Process" which includes filling out a form, going through a checklist, submitting a site plan, permit fees, inspections (if appropriate) and related details. Contract users should work with Ice Center Management, who will then work with the Community and Recreation Services Director to make final determinations on approval of the event.

All special events must be planned at least 60 days in advance; City staff then have up to 14 days to get back to the contract user with approval and/or more questions. All special events will require liability insurance, provided by the contract customer, and the certificate will need to be provided to the City with the City being listed as an additional insured. City staff reserve the right to approve or deny any special event based on staffing capacity and other factors.

Surcharge for credit card purchases related to ice rental payments
If customer chooses to pay for any ice rental by credit card, the purchase will be subject to a 3.35% surcharge fee to cover the cost of credit card processing.

ADMISSION, SKATE RENTAL AND SKATE SHARPENING FEES

Public Skating per Session
- General admission.....$6.00
- Students/Seniors.....$5.00

- Children 5 years and under accompanied by a paid admission $0.00
- Prepaid card for five sessions……$25.00

School Groups (includes skate rental) ..... .$7.00 per person/per hour

Adult Open Hockey per session.....$7.00

Stick and Puck Session $7.00
- Children 5 years and under accompanied by a paid admission $0.00
- Prepaid card for five sessions……$30.00

Skate Rental, Public Skate $4.00
Skate Rental, Skating School.....$2.00

Skate Sharpening
- Overnight $7.00
- Same Day $10.00
- Prepaid card for five same-day sharpenings $45.00

ROOM RENTAL FEES

Priority 1 – Any events directly sponsored by the City of Coon Rapids
Priority 2 – Events conducted by a Coon Rapids Civic, Athletic or Public Organization
Priority 3 – Events conducted by a Coon Rapids Resident, Coon Rapids Non-Profit, or Coon Rapids business
Priority 4 – Events conducted by a Non-Coon Rapids Resident

	Hourly Rate
Party Room A or B:	
• Priority 2	$6
• Priority 3	$15
• Priority 4	$18
Party Rooms A & B combined:	
• Priority 2	$12
• Priority 3	$28
• Priority 4	$32
Cook Conference Room A or B:	
• Priority 2	$10
• Priority 3	$18
• Priority 4	$22
Cook Conference Rooms A & B combined:	
• Priority 2	$18
• Priority 3	$32
• Priority 4	$42
Graeber Skybox:	
• Priority 2	$10
• Priority 3	$28
• Priority 4	$32
Multi–Use Training Room 1:	
• Priority 2	$10
• Priority 3	$18
• Priority 4	$22
Public Skate Birthday Party – Host a birthday party during our public skate times. Includes admission, skate rental and party room. Client brings own snacks/cake.	$107 (12 skaters) $214 (24 skaters)

Reservation Deposit:
A $25.00 deposit may be due at the time of reservation. Cancellations with less than seven (7) days notice will forfeit the Reservation Deposit. For ongoing reservation dates, a $25.00 room set-up fee will be charged for no shows unless seven (7) days notice is given. Remaining balances are due the day of the reservation and can be paid at the front desk unless other arrangements have been made.

ADVERTISING FEES

Dasher Boards 29" x 96" (12 spaces available)

- $1000.00 – one-year commitment

North Scoreboard 2'x 10' (3 spaces available)

- $1,000.00 – one-year commitment
- $925.00 per year – two-year commitment
- $825.00 per year – three-year commitment
- $700.00 per year – five-year commitment

South Scoreboard 2' x 6' (2 spaces available)

- $800.00 – one-year commitment
- $750.00 per year – two-year commitment
- $675.00 per year – three-year commitment
- $575.00 per year – five-year commitment

Above Player Benches 36" x 96" (8 spaces available)

- $800.00 – one-year commitment
- $750.00 per year – two-year commitment
- $675.00 per year – three-year commitment
- $575.00 per year – five-year commitment

In-Ice Logos 12' x 14' (4 Neutral zone spaces available)

- $1,200.00 per year – two-year commitment
- $1,000.00 per year – three-year commitment

Zamboni (two machines available)

- Side panel (one only)
  - $750.00 per year – two-year commitment
  - $600.00 per year – five-year commitment
- Side panels (both)
  - $1,200.00 per year – two-year commitment
  - $950.00 per year – five-year commitment
- Full machine vinyl wrap
  - $2,500 per year – five-year commitment

All advertising assumes customer will provide art-ready files to the Ice Center (which must meet the facility's guidelines) to be printed. If customer does not have art-ready files, the Coon Rapids Ice Center will work with the customer and printer to coordinate art design at an additional cost of $200. Any cost above the $200 for unforeseen design needs will be paid in full by the Advertiser. For Dasherboards: all advertisers must print on protective Lexan material at a cost of $300 additional (unless customer has a Lexan pre-printed ad already.) The Coon Rapids Ice center will work with full Zamboni wrap advertisers to coordinate with a printer to design and print the wrap which will be at the advertiser's expense.

City Council Regular **13.**

Meeting Date: 09/03/2024

Subject: Consider Approval of the 2024-2025 Ice Center User Contracts

From: Stephanie Ring, Director of Community and Recreation Services

INTRODUCTION

Staff requests City Council consider and approve the annual user contracts for the 2024-2025 Coon Rapids Ice Center season.

DISCUSSION

The attached contracts between the City and Anoka-Hennepin Independent School District No. 11 (ISD 11), Coon Rapids Youth Hockey Association, the Minnesota Blue Ox, Power Edge and the Minnesota Wild Sled Program are submitted for City Council's consideration. The agreements pertain to Ice Rates, Storage Space and Locker Room space and vary per client, which is based on facility policy.

RECOMMENDATION

Staff recommends the City Council approve the proposed 2024-2025 Coon Rapids Ice Center annual user contracts with Anoka-Hennepin Independent School District No. 11, Coon Rapids Youth Hockey Association, the Minnesota Blue Ox, Minnesota Wild Sled Program and Power Edge and authorize City officials to execute accordingly.

Attachments

Blue Ox Ice Rates 2024-2025
Blue Ox Locker Room 2024-2025
Blue Ox Storage 2024-2025
CRYHA Ice Rates 2024-2025
CRYHA Storage 2024-2025
ISD 11 Ice Rates 2024-2025
ISD 11 Locker Room 2024-2025
MN Wild Sled Hockey Storage 2024-2025
Power Edge 2024-2025

COON RAPIDS ICE CENTER CONTRACT
ICE RATES – BLUE OX

This ice facility use agreement is made and entered into this _____ day of _____, 2024 between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and the Minnesota Blue Ox herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the period September 1, 2024 to August 31, 2025.

1. SCHEDULE OF TIME: PROVIDER agrees to make ice time available to the USER. USER will give priority dates and schedules to PROVIDER and PROVIDER has final authority to schedule the dates and times as close to the desired schedule as possible, while accommodating all contract user groups' needs. USER will provide contact person/s to work with for ice time scheduling to PROVIDER to streamline the point of contact process.

2. RATES: USER agrees to pay the following rates for Ice Center usage:

September 1st, 2024 – August 31st, 2025.

a. $ 248.00 Prime Indoor Ice Hourly Rate
b. $ 105.00 Outdoor Ice Hourly Rate
c. $ 145.00 Non-Prime Hourly Rate*
d. $ 135.00 Indoor Game Fee (Modified Service Game Fee)
e. $ 135.00 Outdoor Game Fee (Modified Service Game Fee)

Volume Rates Ice Purchase Policy:
The City may offer lower ice rates for customers that meet or exceed* the minimum threshold of hours purchased in various categories and are under contract.

Prime Ice: over 500 hours……..$243.00 per hour
Non-prime ice: over 200 hours …….$145.00 per hour
*Note: Customers may not exceed 200 days of use per contract year
**Customers purchasing over 500 hours of Prime ice also receive 16 hours of complimentary ice time directed at recruitment and 4 hours of complimentary ice time per week on the outdoor rink.

The Blue Ox meets the criteria for receiving a volume discount based on number of non-prime ice hours used. The Blue Ox does not meet the criteria for a volume discount on Prime ice hours.

3. PRIME HOURS: Prime and Non-Prime Hours are described in the attached facility fee schedule.

4. SERVICES: PROVIDER agrees to provide a useable ice surface, secure and clean locker facilities, parking facilities and, on the day of games, Ice Center seating for spectators. In addition, on game dates, PROVIDER shall provide appropriate management, Zamboni driver(s) and any cleanup/maintenance staff required by the USER. The USER shall provide ticket seller(s), time/score keeper(s), penalty box attendant(s), and security staff. All USER staffing of games to be reviewed and approved by the PROVIDER.

Game Fee Charges for Ticketed Events

The Coon Rapids Ice Center charges game fees to recover costs related to cleaning, staff, security personnel, some room rentals and other needs. Customer game fee needs can vary and charges are reflected accordingly.

Full Service Game Fee

Appropriate management, ticket seller(s), time/score keeper(s), penalty box attendant(s) and security personnel as needed as well as any cleanup/maintenance staff, and some access to rooms for approved use.

Indoor Game fee……$700/per game
Outdoor Game fee …… $350/per game

Modified Service Game Fee

Appropriate management, and additional staff for clean-up and other needs, and some access to rooms for approved use.

Indoor Game fee……$135/per game
Outdoor Game fee ……$135/per game

By prior arrangement, if the City determines the above services are not necessary for games, a Game Fee will not be charged. This is determined at the discretion of Ice Center Management.

Additional Services Game Fee

Any customer requesting portions of the services provided as part of the Full Service or Modified Service Game Fee will be charged applicable market rates for such services. Fees to be determined by Ice Center Management.

5. COON RAPIDS ICE CENTER ACCESS: Keys and/or electronic access cards to the Ice Center and/or locker rooms are the exclusive property of the PROVIDER and will be issued as deemed necessary by Ice Center management to USER's approved personnel. Keys and/or access cards must be signed for at the beginning of each season and returned no later than two weeks after the last day of the season. Keys and/or electronic access cards may not be duplicated by USER or any of USER's coaches or personnel. Duplication of keys and/or electronic access cards or other security breaches may be considered a breach of this agreement and, in addition to other remedies, may result in restriction or loss of after-hours access privileges. If PROVIDER determines that a breach of security has resulted due to a violation of this paragraph PROVIDER may change the locks or change electronic access codes to the Ice Center at USER's expense.

6. ANCILLARY USE OF FACILITIES TICKETED EVENTS: PROVIDER will allow USER reasonable access to and use of the Ice Center training and meeting rooms for activities ancillary to the USER's ice hockey activities without charge. Ancillary uses are defined as team meetings when a coach is present. PROVIDER will allow USER access to and use of the shooting station without charge as an ancillary use due to being a contract customer. PROVIDER will allow USER access to Multi-Use Training Room 1 at no charge when available. PROVIDER agrees USER and USER's support staff shall have exclusive access to and use of the Graber Skybox without charge for all home hockey games. This ancillary use is for events such as parents' nights' and other team activities not considered a meeting. An adult event monitor must be in the Graber Skybox at all times when the room is in use. USER and USER's support staff shall have use of appropriate space, as determined by the PROVIDER, without expense to conduct additional events throughout the term of the contract focused on community

engagement and involvement and youth hockey activities (fundraisers, camps, etc.). USER and USER's support staff will be allowed to bring food and beverages but agree not to do so in a manner that competes with PROVIDER's concession stand (typical "continental breakfast" type items are allowed). All ancillary use of the facilities must be scheduled with PROVIDER in advance, and are subject to availability. PROVIDER has discretion to assign use of rooms or to modify room assignments to accommodate other priority or paid users. USER agrees to keep the facilities in a clean and orderly condition and in at least as good a condition as existed prior to USER's ancillary use. USER agrees to pay for the actual costs of cleanup as determined by PROVIDER if the PROVIDER determines the ancillary use requires additional cleaning services.

Ancillary facility space – Ticketed Events
Room usage is included for paying the Game Fee during ticketed events for team events and activities. This includes the shooting station (for contract customers only), conference room, Graber skybox, dry floor usage and Training Room 1. All of the ancillary uses must be scheduled in advance with Ice Center management and are subject to availability. Coon Rapids Ice Center Management has the discretion to charge additional Game Fees for cleaning and damage to rooms, if applicable.

Ancillary facility space – Non contract customers, whether ticketed or non-ticketed event
Any group renting ice may request meeting room space (if available) and pay the posted fees for room rental rates.

7. REMOVAL OF EQUIPMENT: PROVIDER may request USER to remove any equipment that has been purchased, furnished or added to the facility by USER within 30 days if such request is given in writing from PROVIDER to USER.

8. SALE OF MERCHANDISE: USER, or USER'S approved commercial vendor (1), may sell team-branded merchandise, programs and souvenirs in the facility during games, tournaments and special events, with all proceeds being kept by USER. Any commercial vendor may be required to pay a permit fee to the City. USER and/or USER'S approved commercial vendor (if applicable) may not sell items similar in nature to items stocked by the PROVIDER in its Pro Shop. Sale locations and sale items must be approved in advance by the Ice Center Manager. If more than one commercial vendor is desired, this falls outside typical use and the USER must go through the "Special Event Permitting Process" as described in section 11 of this contract.

9. DASHERBOARD SALES AND COMMISSION PROGRAM**:** Any Contract Customer is allowed to participate in the Coon Rapids Ice Center Dasherboard sales/Commission program. This program is available only to Contract Customers as defined by those who purchase over 200 hours of ice time (Prime or Non-Prime) in a contract year which runs September 1 to August 31.

The Dasherboard Sales/Commission Program allows each contract user to sell up to 3 dasherboards for a fee of $1000 each, with the Contract User receiving 50% of the sale (for commission and recruitment of the customer) and the Coon Rapids Ice Center will retain the other 50%. If ads are sold or placed within the facility outside of the September 1 to August 31 timeframe, ad fees and commission proceeds will be pro-rated accordingly. Ad rates will be $83.33 per month; Commission rates will be $41.66 per month. Any Contract Customer

participating in this program will also be required to sign the "Service Contract Agreement for Dasher Board Ad Sales" which can be obtained by the Ice Center Manager.

10. ADVERTISING LOGO WALL: Contract Customers purchasing over 500 prime hours of ice can participate in the advertising logo wall in the Ice Center. Sponsors supporting a group that purchases over 500 prime hours can display their logo on the advertising wall. The Blue Ox does not meet the criteria for access to a logo advertising wall.

11. SPECIAL EVENTS: Contract customers may have up to 2 special events per season that are designed to offer different and/or additional activities in addition to a typical practice, hockey game, or tournament. Special events must go through the City's "Special Events Permitting Process" which includes filling out a form, going through a checklist, submitting a site plan, permit fees, inspections (if appropriate) and related details. Contract users should work with Ice Center Management, who will then work with the Community and Recreation Services Director to make final determinations on approval of the event.

All special events must be planned at least 60 days in advance; City staff then have up to 14 days to get back to the contract user with approval and/or more questions. All special events will require liability insurance, provided by the contract customer, and the certificate will need to be provided to the City with the City being listed as an additional insured. City staff reserve the right to approve or deny any special event based on staffing capacity and other factors.

12. PAYMENTS: PROVIDER shall bill USER on a monthly basis by submitting an itemized list of hourly practice, game ice, and room usage to the USER. Upon proper billing and documentation, USER will promptly pay PROVIDER any required deposits and an amount equal to the number of hours of practice and game ice usage at the rate agreed to. PROVIDER must obtain the USER'S ST3 Certificate of Exemption (if applicable) before ice billing can occur. USER is asked to provide current ST3 at the start of the season September 1, 2024.

13. SURCHARGE FOR CREDIT CARD PURCHASES RELATED TO ICE RENTAL PAYMENTS: If customer chooses to pay for any ice rental by credit card, the purchase will be subject to a 3.35% surcharge fee to cover the cost of credit card processing.

14. CANCELLATIONS: PROVIDER may reschedule the dates or times of the scheduled ice usage upon five days written notice to the USER. PROVIDER shall not be held responsible for the cancellation of ice time for reasons beyond the reasonable control of PROVIDER, its agents or employees, such as but not limited to equipment failure, loss of power, severe weather or acts beyond PROVIDER'S control. In the event of such an occurrence, PROVIDER will attempt to reschedule USER'S ice times or USER may cancel and promptly receive a return of any fees paid.

15. ASSIGNMENT: If scheduled ice-time cannot be used by the USER, they shall promptly notify the PROVIDER in writing within 21 days and the PROVIDER will attempt to reassign that time to another group. If the time cannot be assigned to another group, the USER will pay the charged fees for their scheduled time.

16. TERMINATION: PROVIDER may cancel this agreement for any material default by the USER in the terms of this agreement by giving a 30 day notice.

17. RULES AND REGULATIONS: USER agrees to use the facilities according to the Rules and Regulations of PROVIDER which will be adopted and posted from time to time within the facility. USER will notify Ice Center management at least 60 days in advance of any planned special events (see special events section in section 11 above) or promotions as part of the USER'S ice rental. Ice Center management reserves the right to approve any special events or promotions after determining if such events meet City Code and other regulations of the facility.

18. SIGNAGE: USER recognizes that it does not have rights to post any signs without the express written consent of PROVIDER. Any signs so consented shall conform to and be consistent with the sign usage policy of PROVIDER, and be subject to PROVIDER review and approval.

19. LIABILITY: USER acknowledges that PROVIDER has not asserted or accepted any responsibilities for supervision, security or control of USER'S property or activities. USER shall be solely responsible to provide security for its equipment kept on the premises and shall be solely responsible to provide supervision of its players, staff and spectators, on and off the ice. PROVIDER shall be solely responsible for the actions of its employees, agents and invitees.

USER assumes all risks of personal injury arising from its usage of the Ice Center or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is responsible for the repair or replacement of PROVIDER'S property and will invoice the USER for the damages. USER'S obligation shall be to reimburse to PROVIDER the cost of labor and replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER'S performance under this agreement. This paragraph shall not act as a waiver of any tort liability caps or legal immunities that may exist to protect the PROVIDER.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of USER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of USER, excluding claims arising from PROVIDER'S performance under this agreement.

INSURANCE: Both USER and PROVIDER shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the Ice Center. Such insurance shall be written on an occurrence basis with a combined single limit of not less than $1,000,000 per occurrence. If the insurance policy is written on a "claims-made basis", the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect to its own operations on said policies of insurance. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that User has complied with all insurance requirements. Both parties will maintain all workers compensation insurance required by law.

THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER. CONTRACTS CAN CHANGE IF ITEMS CONTAINED WITHIN JEOPARDIZE TAX EXEMPT STATUS WITH BONDS.

Dated: _____

USER: Minnesota Blue Ox

By: _____

Its: _____

Dated: _____

PROVIDER: CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

Approved as to form:

By: _____
David Brodie, City Attorney

COON RAPIDS ICE CENTER CONTRACT
LOCKER ROOM SPACE – BLUE OX

This ice facility use agreement is made and entered into this _____ day of _____, 2024 between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and the Minnesota Blue Ox herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the period September 1, 2024 to August 31, 2025.

1. RATES: USER agrees to pay the following rates for Ice Center locker room space:

September 1st, 2024 – August 31st, 2025

$ 3,225.00 Base Fee
$ 430.00 Surcharge on Base Fee for all year usage
$ 3,655.00 Total

A base fee is applied to any exclusive locker room agreement within the Coon Rapids Ice Center facility for eligible contract customers. Additional fees are added on to the base fee based on the amount of time the exclusive locker room is in use (whether it be seasonal or all year) and on the amount of locker rooms used in total within the facility.

Base fee……$3,225/season*
Additional surcharge to base fee if locker room use is all year……....$430**
Additional surcharge to base fee for additional locker room spaces above one…..$535/season***
*The season is defined as September 1 of any year to March 31 of the following year
**Locker room use considered to be all year would be September 1 of any year to August 31 of the following year.
***If space is available.

2. LOCKER ROOM CONDITION: USER shall be entitled to exclusive use of certain locker rooms, as determined by PROVIDER, during the term of this agreement. In exchange for exclusive use of the assigned locker rooms USER agrees to keep the locker rooms in a clean, safe and sanitary condition, free of debris, unsightly conditions and unreasonable odor. PROVIDER shall clean the locker rooms and bathrooms on a regular schedule as determined by PROVIDER. PROVIDER will furnish bathroom tissue and paper towels. PROVIDER and USER will conduct a locker room inspection before and after each hockey season to evaluate locker room physical conditions, and other spot checks will be conducted throughout the year. PROVIDER shall have the right to use the locker rooms outside of the hockey season, and said events will be coordinated with the USER.

3. LIABILITY OF LOCKER ROOM SPACE: USER accepts all risk for the storage of items in the exclusive locker space.

4. CHANGES TO LOCKER ROOM SPACE: USER agrees to get written approval from PROVIDER for any requested changes to the locker room space. No enhancement to the locker

room space is allowed without the direct approval from PROVIDER. USER agrees to pay for any requested enhancements to the space.

5. SUBJECT TO INSPECTION: USER understands that PROVIDER has access to locker room space at all times and both spaces will be subject to inspections at various times of the year. USER must also adhere to all requirements as noted by PROVIDER's safety inspector as it relates to proper use of electrical cords and other aspects of the room as noted by PROVIDER's safety inspector.

6. TERMINATION: PROVIDER may cancel this agreement for any material default by the USER in the terms of this agreement by giving a 30 day notice.

USER assumes all risks of personal injury arising from its usage of the Ice Center or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is responsible for the repair or replacement of PROVIDER'S property and will invoice the USER for the damages. USER'S obligation shall be to reimburse to PROVIDER the cost of labor and replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER'S performance under this agreement. This paragraph shall not act as a waiver of any tort liability caps or legal immunities that may exist to protect the PROVIDER.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of USER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of USER, excluding claims arising from PROVIDER'S performance under this agreement.

INSURANCE: Both USER and PROVIDER shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the Ice Center. Such insurance shall be written on an occurrence basis with a combined single limit of not less than $1,000,000 per occurrence. If the insurance policy is written on a "claims-made basis", the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect to its own operations on said policies of insurance. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that User has complied

with all insurance requirements. Both parties will maintain all workers compensation insurance required by law.

THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER. CONTRACTS CAN CHANGE IF ITEMS CONTAINED WITHIN JEOPARDIZE TAX EXEMPT STATUS WITH BONDS.

Dated: _____

USER: Minnesota Blue Ox

By: _____

Its: _____

Dated: _____

PROVIDER: CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

Approved as to form:

By: _____
David Brodie, City Attorney

COON RAPIDS ICE CENTER CONTRACT
STORAGE SPACE – BLUE OX

This ice facility use agreement is made and entered into this _____ day of _____, 2024 between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and the Minnesota Blue Ox herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the period September 1, 2024 to August 31, 2025.

1. STORAGE SPACE: PROVIDER agrees to provide approximately 238 square feet of space for storage/office space to the USER. This storage space is located in a portion of the upper deck storage room.

2. LIABILITY OF STORAGE SPACE: USER understands PROVIDER cannot guarantee all aspects of given storage space as it relates to air temperature, humidity and proximity to building mechanicals therefore USER accepts all responsibility of risk using the storage/office space.

3. RATE OF STORAGE SPACE: PROVIDER agrees to provide the storage space* to USER as part of the "Volume Rates Ice Purchase Policy" for non-prime ice hours.

<u>*Storage space for Volume Rates Ice Purchase Customers</u>
The Coon Rapids Ice Center may offer facility storage space when a customer meets or exceeds the minimum threshold of hours purchased in one category of ice time rental and is under contract as an "Eligible Volume Rates Ice Purchase Customer." The storage space is provided only if available and will not displace any prior customer. Ice Center staff have final authority to determine storage space (if any) is available.

If a Customer meets or exceeds the minimum amount of ice time purchased in any one category (prime or non-prime hours), up to 450 square feet of storage space (if available) can be provided to the customer for use. Qualifying in more than one category of ice time purchased (both prime and non-prime) does not mean customer is entitled to more storage space.

Eligible Volume Rates Ice Purchase Customers:
Purchasing over 500 hours Prime Ice: @ $243.00 per hour
Purchasing over 200 hours Non-prime ice: @ $145.00 per hour

The Blue Ox <u>meets the criteria for receiving a volume discount based on number of non-prime ice hours used.</u> The Blue Ox does <u>not</u> meet the criteria for a volume discount on Prime ice hours.

4. CHANGES TO STORAGE SPACE: USER agrees to get written approval from PROVIDER for any requested changes to the storage space. No enhancement to the storage space is allowed without the direct approval from PROVIDER. USER agrees to pay for any requested enhancements to the space.

5. SUBJECT TO INSPECTION: USER understands that PROVIDER has access to storage space at all times and the space is subject to inspection at various times of the year.

USER must also adhere to all requirements as noted by PROVIDER's safety inspector as it relates to proper use of electrical, maintaining doorway access and other aspects of the room as noted by PROVIDER's safety inspector.

6. TERMINATION: PROVIDER may cancel this agreement for any material default by the USER in the terms of this agreement by giving a 30 day notice.

USER assumes all risks of personal injury arising from its usage of the Ice Center or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is responsible for the repair or replacement of PROVIDER'S property and will invoice the USER for the damages. USER'S obligation shall be to reimburse to PROVIDER the cost of labor and replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER'S performance under this agreement. This paragraph shall not act as a waiver of any tort liability caps or legal immunities that may exist to protect the PROVIDER.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of USER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of USER, excluding claims arising from PROVIDER'S performance under this agreement.

INSURANCE: Both USER and PROVIDER shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the Ice Center. Such insurance shall be written on an occurrence basis with a combined single limit of not less than $1,000,000 per occurrence. If the insurance policy is written on a "claims-made basis", the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect to its own operations on said policies of insurance. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that User has complied with all insurance requirements. Both parties will maintain all workers compensation insurance required by law.

THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER. CONTRACTS CAN CHANGE IF ITEMS CONTAINED WITHIN JEOPARDIZE TAX EXEMPT STATUS WITH BONDS.

Dated: _____

USER: Minnesota Blue Ox

By: _____

Its: _____

Dated: _____

PROVIDER: CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

Approved as to form:

By: _____
David Brodie, City Attorney

COON RAPIDS ICE CENTER CONTRACT
ICE RATES – COON RAPIDS YOUTH HOCKEY (CRYHA)

This ice facility use agreement is made and entered into this _____ day of _____, 2024 between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and the Coon Rapids Youth Hockey Association (CRYHA) herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the period September 1, 2024 to August 31, 2025.

1. SCHEDULE OF TIME: PROVIDER agrees to make ice time available to the USER. USER will give priority dates and schedules to PROVIDER and PROVIDER has final authority to schedule the dates and times as close to the desired schedule as possible, while accommodating all contract user groups' needs. USER will provide contact person/s to work with for ice time scheduling to PROVIDER to streamline the point of contact process.

2. RATES: USER agrees to pay the following rates for Ice Center usage:

September 1st, 2024 – August 31st, 2025

a. $ 243.00 Prime Indoor Ice Hourly Rate*
b. $ 105.00 Outdoor Ice Hourly Rate
c. $ 192.00 Non-Prime Hourly Rate
d. $ 0.00 Game Fee (Non-ticketed, prior arrangement)

Volume Rates Ice Purchase Policy:
The City may offer lower ice rates for customers that meet or exceed* the minimum threshold of hours purchased in various categories and are under contract.**

Prime Ice: over 500 hours……..$243.00 per hour
Non-prime ice: over 200 hours …….$145.00 per hour
*Note: Customers may not exceed 200 days of use per contract year
** Customers purchasing over 500 hours of Prime ice also receive 16 hours of complimentary ice time directed at recruitment and 4 hours of complimentary ice time per week on the outdoor rink.

CRYHA meets the criteria for receiving a volume discount based on number of Prime ice hours used. CRYHA does not meet the criteria for a volume discount on non-prime ice hours.

CRYHA meets the criteria for receiving 16 hours of complimentary ice time directed at recruitment and 4 hours of complimentary ice time per week on the outdoor rink for the contract year.

3. PRIME HOURS: Prime and Non-Prime Hours are described in the attached facility fee schedule.

4. SERVICES: PROVIDER agrees to provide a useable ice surface, secure and clean locker facilities and parking facilities. and, on the day of games, Ice Center seating for

spectators. Coon Rapids Youth Hockey Association does not get charged a Game Fee due to no need for additional services such as ticket sellers, time/score keeper)s), penalty box attendant(s), and additional maintenance staff.

Game Fee Charges for Ticketed Events

The Coon Rapids Ice Center charges game fees to recover costs related to cleaning, staff, security personnel, some room rentals and other needs. Customer game fee needs can vary and charges are reflected accordingly.

Full Service Game Fee

Appropriate management, ticket seller(s), time/score keeper(s), penalty box attendant(s) and security personnel as needed as well as any cleanup/maintenance staff, and some access to rooms for approved use.

Indoor Game fee……$700/per game
Outdoor Game fee …… $350/per game

Modified Service Game Fee

Appropriate management, and additional staff for clean-up and other needs, and some access to rooms for approved use.

Indoor Game fee……$135/per game
Outdoor Game fee ……$135/per game

By prior arrangement, if the City determines the above services are not necessary for games, a Game Fee will not be charged. This is determined at the discretion of Ice Center Management.

Additional Services Game Fee

Any customer requesting portions of the services provided as part of the Full Service or Modified Service Game Fee will be charged applicable market rates for such services. Fees to be determined by Ice Center Management.

5. COON RAPIDS ICE CENTER ACCESS: Keys and/or electronic access cards to the Ice Center and/or locker rooms are the exclusive property of the PROVIDER and will be issued as deemed necessary by Ice Center management to USER's approved personnel. Keys and/or access cards must be signed for at the beginning of each season and returned no later than two weeks after the last day of the season. Keys and/or electronic access cards may not be duplicated by USER or any of USER's coaches or personnel. Duplication of keys and/or electronic access cards or other security breaches may be considered a breach of this agreement and, in addition to other remedies, may result in restriction or loss of after-hours access privileges. If PROVIDER determines that a breach of security has resulted due to a violation of this paragraph PROVIDER may change the locks or change electronic access codes to the Ice Center at USER's expense.

6. ANCILLARY USE OF FACILITIES NON-TICKETED EVENTS: Contract Customers who conduct non-ticketed events are provided some ancillary facility space. This applies to USER. Ancillary uses are defined as team meetings, work out activities, team event planning, motivational speakers and presentations when supervision is present. All of the ancillary uses must be scheduled in advance with Ice Center management and are subject to availability. The Coon Rapids Ice Center management has discretion to assign use of rooms or to modify room assignments to accommodate other priority or paid users. Social gatherings and team parties are chargeable room rentals.

Contract Customers

Any customer who purchases over 200 hours of ice (Prime or Non-Prime) is considered a Contract Customer* and is required to be under contract for a duration of one year which runs September 1 to August 31. Customers purchasing less than 200 hours of ice time fall within the "Rental Agreement."

USER and USER's support staff will be allowed to bring food and beverages but agree not to do so in a manner that competes with PROVIDER's concession stand (typical "continental breakfast" type items are allowed). All ancillary use of the facilities must be scheduled with PROVIDER in advance, and are subject to availability. PROVIDER has discretion to assign use of rooms or to modify room assignments to accommodate other priority or paid users. USER agrees to keep the facilities in a clean and orderly condition and in at least as good a condition as existed prior to USER's ancillary use. USER agrees to pay for the actual costs of cleanup as determined by PROVIDER if the PROVIDER determines the ancillary use requires additional cleaning services.

7. REMOVAL OF EQUIPMENT: PROVIDER may request USER to remove any equipment that has been purchased, furnished or added to the facility by USER within 30 days if such request is given in writing from PROVIDER to USER.

8. SALE OF MERCHANDISE: USER, or USER'S approved commercial vendor (1), may sell team-branded merchandise, programs and souvenirs in the facility during games, tournaments and special events, with all proceeds being kept by USER. Any commercial vendor may be required to pay a permit fee to the City. USER and/or USER'S approved commercial vendor (if applicable) may not sell items similar in nature to items stocked by the PROVIDER in its Pro Shop. Sale locations and sale items must be approved in advance by the Ice Center Manager. If more than one commercial vendor is desired, this falls outside typical use and the USER must go through the "Special Event Permitting Process" as described in section 11 of this contract.

9. DASHERBOARD SALES AND COMMISSION PROGRAM**:** Any Contract Customer is allowed to participate in the Coon Rapids Ice Center Dasherboard sales/Commission program. This program is available only to Contract Customers as defined by those who purchase over 200 hours of ice time (Prime or Non-Prime) in a contract year which runs September 1 to August 31.

The Dasherboard Sales/Commission Program allows each contract user to sell up to 3 dasherboards for a fee of $1000 each, with the Contract User receiving 50% of the sale (for commission and recruitment of the customer) and the Coon Rapids Ice Center will retain the other 50%. If ads are sold or placed within the facility outside of the September 1 to August 31 timeframe, ad fees and commission proceeds will be pro-rated accordingly. Ad rates will be $83.33 per month; Commission rates will be $41.66 per month. Any Contract Customer participating in this program will also be required to sign the "Service Contract Agreement for Dasher Board Ad Sales" which can be obtained by the Ice Center Manager.

10. ADVERTISING LOGO WALL: Contract Customers purchasing over 500 prime hours of ice can participate in the advertising logo wall in the Ice Center. Sponsors supporting a group that purchases over 500 prime hours can display their logo on the advertising wall. Coon

Rapids Youth Hockey CRYHA does meet the criteria for accessing the logo advertising wall.

11. SPECIAL EVENTS: Contract customers may have up to 2 special events per season that are designed to offer different and/or additional activities in addition to a typical practice, hockey game or tournament. Special events must go through the City's "Special Events Permitting Process" which includes filling out a form, going through a checklist, submitting a site plan, permit fees, inspections (if appropriate) and related details. Contract users should work with Ice Center Management, who will then work with the Community and Recreation Services Director to make final determinations on approval of the event.

All special events must be planned at least 60 days in advance; City staff then have up to 14 days to get back to the contract user with approval and/or more questions. All special events will require liability insurance, provided by the contract customer, and the certificate will need to be provided to the City with the City being listed as an additional insured. City staff reserve the right to approve or deny any special event based on staffing capacity and other factors.

12. PAYMENTS: PROVIDER shall bill USER on a monthly basis by submitting an itemized list of hourly practice, game ice, and room usage to the USER. Upon proper billing and documentation, USER will promptly pay PROVIDER any required deposits and an amount equal to the number of hours of practice and game ice usage at the rate agreed to. PROVIDER must obtain the USER'S ST3 Certificate of Exemption (if applicable) before ice billing can occur. USER is asked to provide current ST3 at the start of the season September 1, 2024.

13. SURCHARGE FOR CREDIT CARD PURCHASES RELATED TO ICE RENTAL PAYMENTS: If customer chooses to pay for any ice rental by credit card, the purchase will be subject to a 3.35% surcharge fee to cover the cost of credit card processing.

14. CANCELLATIONS: PROVIDER may reschedule the dates or times of the scheduled ice usage upon five days written notice to the USER. PROVIDER shall not be held responsible for the cancellation of ice time for reasons beyond the reasonable control of PROVIDER, its agents or employees, such as but not limited to equipment failure, loss of power, severe weather or acts beyond PROVIDER'S control. In the event of such an occurrence, PROVIDER will attempt to reschedule USER'S ice times or USER may cancel and promptly receive a return of any fees paid.

15. ASSIGNMENT: If scheduled ice-time cannot be used by the USER, they shall promptly notify the PROVIDER in writing within 21 days and the PROVIDER will attempt to reassign that time to another group. If the time cannot be assigned to another group, the USER will pay the charged fees for their scheduled time.

16. TERMINATION: PROVIDER may cancel this agreement for any material default by the USER in the terms of this agreement by giving a 30 day notice.

17. RULES AND REGULATIONS: USER agrees to use the facilities according to the Rules and Regulations of PROVIDER which will be adopted and posted from time to time within the facility. USER will notify Ice Center management at least 60 days in advance of any planned special events (see special events section in section 11 above) or promotions as part of

the USER'S ice rental. Ice Center management reserves the right to approve any special events or promotions after determining if such events meet City Code and other regulations of the facility.

18. SIGNAGE: USER recognizes that it does not have rights to post any signs without the express written consent of PROVIDER. Any signs so consented shall conform to and be consistent with the sign usage policy of PROVIDER, and be subject to PROVIDER review and approval.

19. LIABILITY: USER acknowledges that PROVIDER has not asserted or accepted any responsibilities for supervision, security or control of USER'S property or activities. USER shall be solely responsible to provide security for its equipment kept on the premises and shall be solely responsible to provide supervision of its players, staff and spectators, on and off the ice. PROVIDER shall be solely responsible for the actions of its employees, agents and invitees.

USER assumes all risks of personal injury arising from its usage of the Ice Center or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is responsible for the repair or replacement of PROVIDER'S property and will invoice the USER for the damages. USER'S obligation shall be to reimburse to PROVIDER the cost of labor and replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER'S performance under this agreement. This paragraph shall not act as a waiver of any tort liability caps or legal immunities that may exist to protect the PROVIDER.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of USER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of USER, excluding claims arising from PROVIDER'S performance under this agreement.

INSURANCE: Both USER and PROVIDER shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the Ice Center. Such insurance shall be written on an occurrence basis with a combined single limit of not less than $1,000,000 per occurrence. If the insurance policy is written on a "claims-made basis", the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect to its own operations on said policies of insurance. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that User has complied with all insurance requirements. Both parties will maintain all workers compensation insurance required by law.

THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER. CONTRACTS CAN CHANGE IF ITEMS CONTAINED WITHIN JEOPARDIZE TAX EXEMPT STATUS WITH BONDS.

Dated: _____

USER: Coon Rapids Youth Hockey Assoc.

By: _____

Its: _____

Dated: _____

PROVIDER: CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

Approved as to form:

By: _____
David Brodie, City Attorney

COON RAPIDS ICE CENTER CONTRACT
STORAGE SPACE – COON RAPIDS YOUTH HOCKEY ASSOCIATION

This ice facility use agreement is made and entered into this _____ day of _____, 2024 between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and the COON RAPIDS YOUTH HOCKEY ASSOCIATION herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the period September 1, 2024 to August 31, 2025.

1. STORAGE SPACE: PROVIDER agrees to provide approximately 425 square feet of space for storage space to the USER. This storage space is located in a room off the upper deck.

2. LIABILITY OF STORAGE SPACE: USER understands PROVIDER cannot guarantee all aspects of given storage space as it relates to air temperature, humidity and proximity to building mechanicals therefore USER accepts all responsibility of risk using the storage/office space.

3. RATE OF STORAGE SPACE: PROVIDER agrees to provide the storage space* to USER as part of the "Volume Rates Ice Purchase Policy" for Prime ice hours.

Storage space for Volume Rates Ice Purchase Customers
The Coon Rapids Ice Center may offer facility storage space when a customer meets or exceeds the minimum threshold of hours purchased in one category of ice time rental and is under contract as an "Eligible Volume Rates Ice Purchase Customer." The storage space is provided only if available and will not displace any prior customer. Ice Center staff have final authority to determine storage space (if any) is available.

If a Customer meets or exceeds the minimum amount of ice time purchased in any one category (prime or non-prime hours), up to 450 square feet of storage space (if available) can be provided to the customer for use. Qualifying in more than one category of ice time purchased (both prime and non-prime) does not mean customer is entitled to more storage space.

Eligible Volume Rates Ice Purchase Customers:
Purchasing over 500 hours Prime Ice: @ $243.00 per hour
Purchasing over 200 hours Non-prime ice: @ $145.00 per hour

The Coon Rapids Youth Hockey Association meets the criteria for receiving a volume discount based on number of prime ice hours used. CRYHA does not meet the criteria for a volume discount on non-prime ice hours.

4. CHANGES TO STORAGE SPACE: USER agrees to get written approval from PROVIDER for any requested changes to the storage space. No enhancement to the storage space is allowed without the direct approval from PROVIDER. USER agrees to pay for any requested enhancements to the space.

5. SUBJECT TO INSPECTION: USER understands that PROVIDER has access to storage space at all times and the space will be subject to inspections at various times of the year. USER must also adhere to all requirements as noted by PROVIDER's safety inspector as it relates to proper use of electrical, maintaining doorway access and other aspects of the room as noted by PROVIDER's safety inspector.

6. TERMINATION: PROVIDER may cancel this agreement for any material default by the USER in the terms of this agreement by giving a 30 day notice.

USER assumes all risks of personal injury arising from its usage of the Ice Center or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is responsible for the repair or replacement of PROVIDER'S property and will invoice the USER for the damages. USER'S obligation shall be to reimburse to PROVIDER the cost of labor and replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER'S performance under this agreement. This paragraph shall not act as a waiver of any tort liability caps or legal immunities that may exist to protect the PROVIDER.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of USER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of USER, excluding claims arising from PROVIDER'S performance under this agreement.

INSURANCE: Both USER and PROVIDER shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the Ice Center. Such insurance shall be written on an occurrence basis with a combined single limit of not less than $1,000,000 per occurrence. If the insurance policy is written on a "claims-made basis", the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect to its own operations on said policies of insurance. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that User has complied with all insurance requirements. Both parties will maintain all workers compensation insurance required by law.

THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER. CONTRACTS CAN CHANGE IF ITEMS CONTAINED WITHIN JEOPARDIZE TAX EXEMPT STATUS WITH BONDS.

Dated: _____

USER: Coon Rapids Youth Hockey Assoc.

By: _____

Its: _____

Dated: _____

PROVIDER: CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

Approved as to form:

By: _____
David Brodie, City Attorney

COON RAPIDS ICE CENTER CONTRACT
ICE RATES - ANOKA-HENNEPIN SCHOOL DISTRICT 11

This ice facility use agreement is made and entered into this _____ day of _____, 2024 between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and the Anoka-Hennepin Independent School District No. 11, a tax exempt entity, herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the period September 1, 2024 to August 31, 2025.

1. SCHEDULE OF TIME: PROVIDER agrees to make ice time available to the USER. USER will give priority dates and schedules to PROVIDER and PROVIDER has final authority to schedule the dates and times as close to the desired schedule as possible, while accommodating all contract user groups' needs. USER will provide contact person/s to work with for ice time scheduling to PROVIDER to streamline the point of contact process.

2. RATES: USER agrees to pay the following rates for Ice Center usage:
   a. $ 248.00 Prime Indoor Ice Hourly Rate
   b. $ 105.00 Outdoor Ice Hourly Rate
   c. $ 192.00 Non-Prime Hourly Rate*
   d. $ 700.00 Indoor Game Fee (Full Service Game Fee)
   e. $ 350.00 Outdoor Game Fee (Full Service Game Fee)
   g. 50% of the proceeds of the Net Gate Receipts to PROVIDER.

   Game receipts go towards paying the entire Indoor/Outdoor game fee and only after Gate receipts cover that fee, then the remaining Net Gate Receipts are split 50/50 between USER and PROVIDER.

Volume Rates Ice Purchase Policy:
The City may offer volume discounts on ice rates for customers that meet or exceed the minimum threshold of hours purchased in various categories and are under contract.

Prime Ice: over 500 hours……..$243.00 per hour
Non-prime ice: over 200 hours …….$145.00 per hour
*Note: Customers may not exceed 200 days of use per contract year
**Customers purchasing over 500 hours of Prime ice also receive 16 hours of complimentary ice time directed at recruitment and 4 hours of complimentary ice time per week on the outdoor rink.

The Anoka-Hennepin School District does not meet the criteria for receiving a volume discount based on number of non-prime ice hours used. The Anoka-Hennepin School District also does not meet the criteria for a volume discount on Prime ice hours.

3. PRIME HOURS: Prime and Non-Prime Hours are described in the attached facility use schedule.

4. SERVICES: PROVIDER agrees to provide a useable ice surface, secure and clean locker facilities, parking facilities and, on the day of games, Ice Center seating for spectators. In addition, on game dates, PROVIDER shall provide appropriate management, ticket seller(s), time/score keeper(s), penalty box attendant(s), Zamboni driver(s) and security personnel as

needed and any cleanup/maintenance staff required by PROVIDER. Appropriate staffing will be determined by agreement between the PROVIDER and the high school activity director.

Game Fee Charges for Ticketed Events

The Coon Rapids Ice Center charges game fees to recover costs related to cleaning, staff, security personnel, some room rentals and other needs. Customer game fee needs can vary and charges are reflected accordingly.

Full Service Game Fee

Appropriate management, ticket seller(s), time/score keeper(s), penalty box attendant(s) and security personnel as needed as well as any cleanup/maintenance staff, and some access to rooms for approved use.

Indoor Game fee……$700/per game
Outdoor Game fee …… $350/per game

Modified Service Game Fee

Appropriate management, and additional staff for clean-up and other needs, and some access to rooms for approved use.

Indoor Game fee……$135/per game
Outdoor Game fee ……$135/per game

By prior arrangement, if the City determines the above services are not necessary for games, a Game Fee will not be charged. This is determined at the discretion of Ice Center Management.

Additional Services Game Fee

Any customer requesting portions of the services provided as part of the Full Service or Modified Service Game Fee will be charged applicable market rates for such services. Fees to be determined by Ice Center Management.

5. COON RAPIDS ICE CENTER ACCESS: Keys and/or electronic access cards to the Ice Center and/or locker rooms are the exclusive property of the City of Coon Rapids and will be issued as deemed necessary by Ice Center management to USER's approved coaches. Keys and/or access cards must be signed for at the beginning of each High School season and returned no later than two weeks after the last day of the season. Keys and/or electronic access cards may not be duplicated by USER or any of USER's coaches or personnel. Duplication of keys and/or electronic access cards or other security breaches may be considered a breach of this agreement and, in addition to other remedies, may result in restriction or loss of after hours access privileges. If PROVIDER determines that a breach of security has resulted due to a violation of this paragraph PROVIDER may change the locks or change electronic access codes to the Ice Center at USER's expense.

6. ANCILLARY USE OF FACILITIES TICKETED EVENTS: PROVIDER will allow USER reasonable access to and use of the Ice Center training and meeting rooms for activities ancillary to the USER's ice hockey activities without charge. Ancillary uses are defined as team meetings when a coach is present. PROVIDER will allow USER access to and use of the shooting station without charge as an ancillary use due to being a contract customer. PROVIDER will allow USER access to Multi-Use Training Room 1 no charge when available. PROVIDER agrees USER and USER's support staff shall have access to and use of the Graber Skybox without charge for all home hockey games. This ancillary use is for events such as parents'

nights' and other team activities not considered a meeting. An adult event monitor must be in the Graber Skybox at all times when the room is in use. USER and USER's support staff shall have use of appropriate space, as determined by the PROVIDER, without expense to conduct additional events throughout the term of the contract focused on community engagement and involvement and youth hockey activities (fundraisers, camps, etc.). USER and USER's support staff will be allowed to bring food and beverages but agree not to do so in a manner that competes with PROVIDER's concession stand (typical "continental breakfast" type items are allowed). All ancillary use of the facilities must be scheduled with PROVIDER in advance, and are subject to availability. PROVIDER has discretion to assign use of rooms or to modify room assignments to accommodate other priority or paid users. USER agrees to keep the facilities in a clean and orderly condition and in at least as good a condition as existed prior to USER's ancillary use. USER agrees to pay for the actual costs of cleanup as determined by PROVIDER if the PROVIDER determines the ancillary use requires additional cleaning services.

Ancillary facility space – Ticketed Events

Room usage is included for paying the Game Fee during ticketed events for team events and activities. This includes the shooting station (for contract customers only), conference room, Graber skybox, dry floor usage and Training Room 1. All of the ancillary uses must be scheduled in advance with Ice Center management and are subject to availability. Coon Rapids Ice Center Management has the discretion to charge additional Game Fees for cleaning and damage to rooms, if applicable.

7. REMOVAL OF EQUIPMENT: PROVIDER may request USER to remove any equipment that has been purchased, furnished or added to the facility by USER within 30 days if such request is given in writing from PROVIDER to USER.

8. SALE OF MERCHANDISE: USER, or USER'S approved commercial vendor (1), may sell team-branded merchandise, programs and souvenirs in the facility during games, tournaments and special events, with all proceeds being kept by USER. Any commercial vendor may be required to pay a permit fee to the City. USER and/or USER'S approved commercial vendor (if applicable) may not sell items similar in nature to items stocked by the PROVIDER in its Pro Shop. Sale locations and sale items must be approved in advance by the Ice Center Manager. If more than one commercial vendor is desired, this falls outside typical use and the USER must go through the "Special Event Permitting Process" as described in section 11 of this contract.

9. DASHERBOARD SALES AND COMMISSION PROGRAM**:** Any Contract Customer is allowed to participate in the Coon Rapids Ice Center Dasherboard sales/Commission program. This program is available only to Contract Customers as defined by those who purchase over 200 hours of ice time (Prime or Non-Prime) in a contract year which runs September 1 to August 31.

The Dasherboard Sales/Commission Program allows each contract user to sell up to 3 dasherboards for a fee of $1000 each, with the Contract User receiving 50% of the sale (for commission and recruitment of the customer) and the Coon Rapids Ice Center will retain the other 50%. If ads are sold or placed within the facility outside of the September 1 to August 31 timeframe, ad fees and commission proceeds will be pro-rated accordingly. Ad rates will be $83.33 per month; Commission rates will be $41.66 per month. Any Contract Customer

participating in this program will also be required to sign the "Service Contract Agreement for Dasher Board Ad Sales" which can be obtained by the Ice Center Manager.

10. ADVERTISING LOGO WALL: Contract Customers purchasing over 500 prime hours of ice can participate in the advertising logo wall in the Ice Center. Sponsors supporting a group that purchases over 500 prime hours can display their logo on the advertising wall. Anoka-Hennepin School District 11 does not meet the criteria for access to a logo advertising wall.

11. SPECIAL EVENTS: Contract customers may have up to 2 special events per season that are designed to offer different and/or additional activities in addition to a typical practice, hockey game or tournament. Special events must go through the City's "Special Events Permitting Process" which includes filling out a form, going through a checklist, submitting a site plan, permit fees, inspections (if appropriate) and related details. Contract users should work with Ice Center Management, who will then work with the Community and Recreation Services Director to make final determinations on approval of the event.

All special events must be planned at least 60 days in advance; City staff then have up to 14 days to get back to the contract user with approval and/or more questions. All special events will require liability insurance, provided by the contract customer, and the certificate will need to be provided to the City with the City being listed as an additional insured. City staff reserve the right to approve or deny any special event based on staffing capacity and other factors.

12. PAYMENTS AND REMISSION OF GATE RECEIPTS: PROVIDER shall bill USER by submitting an itemized list of hourly practice and game ice usage to the high school which utilized the ice time. In addition, PROVIDER shall submit a full and complete accounting of the total gate receipts received by PROVIDER and pay to the school district an amount equal to the total gate receipts minus the Ice Center-Game Fee and minus their percentage share of net gate receipts set forth in Section 2g above or, if the gate receipts are less than the Ice Center Game Fee, bill USER the amount necessary to cover the Ice Center Game Fee. Documentation of the gate receipts will be provided on the attached Gate Receipt Worksheet and will be calculated to include the value of the punch tickets presented at the gate. Upon proper billing and documentation, USER will promptly pay PROVIDER, any required deposits and an amount equal to the number of hours of practice and game ice usage at the rate agreed to. The billing will include Gate Receipt Worksheets for any game(s) conducted during the billing period. If the School's share on the Gate Receipt Worksheet(s) is a positive amount, the PROVIDER shall remit that amount as a payment to the school. If the School's share on the Gate Receipt Worksheet is a negative amount, the PROVIDER shall submit that amount as a bill. PROVIDER must obtain the USER'S ST3 Certificate of Exemption (if applicable) before ice billing can occur. USER is asked to provide current ST3 at the start of the season September 1, 2024.

13. SURCHARGE FOR CREDIT CARD PURCHASES RELATED TO ICE RENTAL PAYMENTS: If customer chooses to pay for any ice rental by credit card, the purchase will be subject to a 3.35% surcharge fee to cover the cost of credit card processing.

14. CANCELLATIONS: PROVIDER may also reschedule the dates or times of the scheduled ice usage upon five days written notice to the USER. PROVIDER shall not be held responsible for the cancellation of ice time for reasons beyond the reasonable control of PROVIDER, its agents or employees, such as but not limited to equipment failure, loss of power,

severe weather or acts beyond PROVIDER'S control. In the event of such an occurrence, PROVIDER will attempt to reschedule USER'S ice times or USER may cancel and promptly receive a return of any fees paid.

15. ASSIGNMENT: If scheduled ice-time cannot be used within 21 days by the USER, they shall promptly notify the PROVIDER in writing and the PROVIDER will attempt to reassign that time to another group. If the time cannot be assigned to another group, the USER will pay the charged fees for their scheduled time.

16. TERMINATION: PROVIDER may cancel this agreement for any material default by the USER in the terms of this agreement by giving a 30 day notice.

17. RULES AND REGULATIONS: USER agrees to use the facilities according to the Rules and Regulations of PROVIDER which will be adopted and posted from time to time within the facility. USER will notify Ice Center management at least 60 days in advance of any planned special events (see special events section in section 11 above) or promotions as part of the USER'S ice rental. Ice Center management reserves the right to approve any special events or promotions after determining if such events meet City Code and other regulations of the facility.

18. SIGNAGE: USER recognizes that it does not have rights to post any signs without the express written consent of PROVIDER and any signs so consented shall conform to and be consistent with the sign usage policy of PROVIDER.

19. LIABILITY: USER acknowledges that PROVIDER has not asserted or accepted any responsibilities for supervision, security or control of USER'S property or activities. USER shall be solely responsible to provide security for its equipment kept on the premises and shall be solely responsible to provide supervision of its students, staff and spectators, on and off the ice. PROVIDER shall be solely responsible for the actions of its employees, agents and invitees as provided in Article 4.

USER assumes all risks of personal injury arising from its usage of the Ice Center or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is responsible for the repair or replacement of PROVIDER'S property and will invoice the USER for the damages. USER'S obligation shall be to reimburse to PROVIDER the cost of labor and replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER'S performance under this agreement. This paragraph shall not act as a waiver of any tort liability caps or legal immunities that may exist to protect the PROVIDER.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of USER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of USER, excluding claims arising from PROVIDER'S performance under this agreement.

INSURANCE: Both USER and PROVIDER shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the Ice Center. Such insurance shall be written on an occurrence basis with a combined single limit of not less than $1,000,000 per occurrence. If the insurance policy is written on a "claims-made basis", the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect to its own operations on said policies of insurance. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that User has complied with all insurance requirements. Both parties will maintain all workers compensation insurance required by law.

THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER. CONTRACTS CAN CHANGE IF ITEMS CONTAINED WITHIN JEOPARDIZE TAX EXEMPT STATUS WITH BONDS.

Dated: _____ USER: ANOKA-HENNEPIN SCHOOL

DISTRICT NO. 11

By: _____

Its: _____

Dated: _____ PROVIDER: CITY OF COON RAPIDS

By: _____

Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

Approved as to form:

By: _____
David Brodie, City Attorney

COON RAPIDS ICE CENTER CONTRACT
LOCKER ROOM SPACE – ANOKA-HENNEPIN SCHOOL DISTRICT 11

This ice facility use agreement is made and entered into this _____ day of _____, 2024 between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and the Anoka-Hennepin Independent School District No. 11, a tax exempt entity, herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the period September 1, 2024 to August 31, 2025.

1. RATES: USER agrees to pay the following rates for Ice Center locker room space:

September 1st, 2024 – August 31st, 2025

$ 3225.00 Base Fee
$ 535.00 Surcharge on Base Fee for additional space 1
$ 535.00 Surcharge on Base Fee for additional space 2
$ 535.00 Surcharge on Base Fee for additional space 3
$ 4830.00 Total

A base fee is applied to any exclusive locker room agreement within the Coon Rapids Ice Center facility for eligible contract customers. Additional fees are added on to the base fee based on the amount of time the exclusive locker room is in use (whether it be seasonal or all year) and on the amount of locker rooms used in total within the facility.

Base fee……$3,225/season*
Additional surcharge to base fee if locker room use is all year……....$430**
Additional surcharge to base fee for additional locker room spaces above one.…$535/season***
*The season is defined as September 1 of any year to March 31 of the following year
**Locker room use considered to be all year would be September 1 of any year to August 31 of the following year.
***If space is available.

2. LOCKER ROOM CONDITION: USER shall be entitled to exclusive use of certain locker rooms, as determined by PROVIDER, during the term of this agreement. In exchange for exclusive use of the assigned locker rooms USER agrees to keep the locker rooms in a clean, safe and sanitary condition, free of debris, unsightly conditions and unreasonable odor. PROVIDER shall clean the locker rooms and bathrooms on a regular schedule as determined by PROVIDER. PROVIDER will furnish bathroom tissue and paper towels. PROVIDER and USER will conduct a locker room inspection before and after each hockey season to evaluate locker room physical conditions, and other spot checks will be conducted throughout the year. PROVIDER shall have the right to use the locker rooms outside of the hockey season, and said events will be coordinated with the USER.

3. LIABILITY OF LOCKER ROOM SPACE: USER accepts all risk for the storage of items in the exclusive locker space and agrees.

4. CHANGES TO LOCKER ROOM SPACE: USER agrees to get written approval from PROVIDER for any requested changes to the locker room space. No enhancement to the locker room space is allowed without the direct approval from PROVIDER. USER agrees to pay for any requested enhancements to the space.

5. SUBJECT TO INSPECTION: USER understands that PROVIDER has access to locker room space at all times and both spaces will be subject to inspections at various times of the year. USER must also adhere to all requirements as noted by PROVIDER's safety inspector as it relates to proper use of electrical cords and other aspects of the room as noted by PROVIDER's safety inspector.

6. TERMINATION: PROVIDER may cancel this agreement for any material default by the USER in the terms of this agreement by giving a 30 day notice.

USER assumes all risks of personal injury arising from its usage of the Ice Center or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is responsible for the repair or replacement of PROVIDER'S property and will invoice the USER for the damages. USER'S obligation shall be to reimburse to PROVIDER the cost of labor and replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER'S performance under this agreement. This paragraph shall not act as a waiver of any tort liability caps or legal immunities that may exist to protect the PROVIDER.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of USER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of USER, excluding claims arising from PROVIDER'S performance under this agreement.

INSURANCE: Both USER and PROVIDER shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the Ice Center. Such insurance shall be written on an occurrence basis with a combined single limit of not less than $1,000,000 per occurrence. If the insurance policy is written on a "claims-made basis", the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect to its own operations on said policies of insurance. Such documents evidencing Insurance shall

be in a form acceptable to City and shall provide satisfactory evidence that User has complied with all insurance requirements. Both parties will maintain all workers compensation insurance required by law.

THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER. CONTRACTS CAN CHANGE IF ITEMS CONTAINED WITHIN JEOPARDIZE TAX EXEMPT STATUS WITH BONDS.

Dated: _____

USER: Anoka-Hennepin School District

By: _____

Its: _____

Dated: _____

PROVIDER: CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

Approved as to form:

By: _____
David Brodie, City Attorney

COON RAPIDS ICE CENTER CONTRACT
STORAGE SPACE – MINNESOTA WILD SLED PROGRAM

This ice facility use agreement is made and entered into this _____ day of _____, 2024 between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and the Minnesota Wild Sled Program herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the period September 1, 2024 to August 31, 2025.

1. STORAGE SPACE: PROVIDER agrees to provide approximately 50 square feet of space for storage to the USER. This storage space is located in a closet at the back of the building.

2. LIABILITY OF STORAGE SPACE: USER understands PROVIDER cannot guarantee all aspects of given storage space as it relates to air temperature, humidity and proximity to building mechanicals therefore USER accepts all responsibility of risk using the storage/office space.

3. RATE OF STORAGE SPACE*: PROVIDER agrees to provide the storage space to USER for $6.50/square foot which totals $325/year. The Minnesota Wild Sled Program does not meet the minimum threshold of hours purchased in one category (Prime or Non-Prime) to qualify for storage space allowed under the "Volume Rates Ice Purchase Policy."

Storage space for Volume Rates Ice Purchase Customers
The Coon Rapids Ice Center may offer facility storage space when a customer meets or exceeds the minimum threshold of hours purchased in one category of ice time rental and is under contract as an "Eligible Volume Rates Ice Purchase Customer." The storage space is provided only if available and will not displace any prior customer. Ice Center staff have final authority to determine storage space (if any) is available.

If a Customer meets or exceeds the minimum amount of ice time purchased in any one category (prime or non-prime hours), up to 450 square feet of storage space (if available) can be provided to the customer for use. Qualifying in more than one category of ice time purchased (both prime and non-prime) does not mean customer is entitled to more storage space.

Eligible Volume Rates Ice Purchase Customers:
Purchasing over 500 hours Prime Ice: @ $243.00 per hour
Purchasing over 200 hours Non-prime ice: @ $145.00 per hour

The Minnesota Wild Sled Program does not meet the criteria for receiving a volume discount based on number of non-prime ice hours used. The Minnesota Wild Sled Program also does not meet the criteria for a volume discount on Prime ice hours.

4. CHANGES TO STORAGE SPACE: USER agrees to get written approval from PROVIDER for any requested changes to the storage space. No enhancement to the storage/office space is allowed without the direct approval from PROVIDER. USER agrees to pay for any requested enhancements to the space.

5. SUBJECT TO INSPECTION: USER understands that PROVIDER has access to storage space at all times and both spaces will be subject to inspections at various times of the year. USER must also adhere to all requirements as noted by PROVIDER's safety inspector.

6. TERMINATION: PROVIDER may cancel this agreement for any material default by the USER in the terms of this agreement by giving a 30 day notice.

USER assumes all risks of personal injury arising from its usage of the Ice Center or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is responsible for the repair or replacement of PROVIDER'S property and will invoice the USER for the damages. USER'S obligation shall be to reimburse to PROVIDER the cost of labor and replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER'S performance under this agreement. This paragraph shall not act as a waiver of any tort liability caps or legal immunities that may exist to protect the PROVIDER.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of USER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of USER, excluding claims arising from PROVIDER'S performance under this agreement.

INSURANCE: Both USER and PROVIDER shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the Ice Center. Such insurance shall be written on an occurrence basis with a combined single limit of not less than $1,000,000 per occurrence. If the insurance policy is written on a "claims-made basis", the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect to its own operations on said policies of insurance. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that User has complied with all insurance requirements. Both parties will maintain all workers compensation insurance required by law.

THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER. CONTRACTS CAN CHANGE IF ITEMS CONTAINED WITHIN JEOPARDIZE TAX EXEMPT STATUS WITH BONDS.

Dated: _____

USER: Minnesota Wild Sled Program

By: _____

Its: _____

Dated: _____

PROVIDER: CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

Approved as to form:

By: _____
David Brodie, City Attorney

COON RAPIDS ICE CENTER
USER AGREEMENT FOR DRYLAND TRAINING FACILITY

This contract (the "Agreement") is made and entered into this _____ day of _____, 2024, between the City of Coon Rapids, Minnesota (the "City"), and PowerEdge Studio LLC, (the "User"), (collectively, the "Parties").

WHEREAS, The User desires to provide dryland training specifically using exercise equipment in a training room located at the Coon Rapids Ice Arena.

WHEREAS, The City desires to provide a training room to the User for dryland training with exercise equipment.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Services. The City agrees to rent Training Room 2 exclusively to the User for a dryland training facility. Specifically Training Room 2 will be used for exercise equipment.

   The City agrees to allow use of Training Room 1, to User for plyometric training. User understands that the rental of Training Room 1 is not exclusive and User will need to accommodate other users in Training Room 1.

   User agrees to comply with all federal, state and local laws and ordinances applicable to the services to be performed under this Agreement, including all safety standards. The User shall be solely and completely responsible for conditions of the dryland training site, including the safety of all persons and property during the performance of the services. The User represents and warrants that it has the requisite training, skills, and experience necessary to provide the services and is appropriately licensed by all applicable agencies and governmental entities.

   User shall not perform any additional services without the express written permission of the City.

2. Training Room #2.
   a. Design and Construction- User will maintain the exercise equipment.
   b. Improvements- User will have the right to make improvements or alterations to the exercise equipment at its sole cost and expense, provided that any such improvements shall be of good workmanship and material. However, no modifications shall be made to the room without the approval of the Ice Center Management.

c. Maintenance – User will be responsible for the general upkeep and regular cleaning of the room.
d. Removal- Upon the end of the agreement, User will remove the exercise equipment and restore Training Room #2 to its original state.

3. Access and Use.
    a. Training Room #2 will be used exclusively by User for use in proving dryland training with exercise equipment and shall be staffed by Users employees or agents hired by User.
    b. Training Room #1 will be used non-exclusively by User for providing plyometric training to private groups.
    c. User will have access to the building during normal business hours unless otherwise arranged with the Ice Center Manager. User will have a key to Training Room #2.
    d. The City retains the right to enter Training Room #2 at any time for any reason.

4. Compensation.
    a. User will pay the City an annual fee of $6,400.00 for the use of Training Room #2, in equal monthly payments of $533.33, except for the last payment which will be $533.37. The first payment will be due on September 15, 2024, and due on the 15th of the month each and every month thereafter.
    b. User shall pay $1,000.00 on the commencement date of this agreement as a security deposit. The deposit will be held until such time as Training Room #2 is restored to its original condition upon termination of expiration of the agreement.

5. Term. This agreement between the Parties is for a one year term September 1, 2024 - August 31, 2025.

6. Insurance. The User agrees to maintain commercial general liability insurance in a minimum amount of $1,000,000 per occurrence; $2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. Said policy shall contain a clause which provides the insurer will not change, non-renew, or materially change the policy without first providing the City thirty (30) days prior written notice. The User shall provide the City with a Certificate of Insurance for such coverage. The City shall be named as an additional insured. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that User has complied with all insurance requirements.

7. Indemnification. To the fullest extent permitted by law, the User 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 User's negligence or the User's performance or failure to perform its obligations under this agreement. The User's indemnification obligation shall apply to

the User's subcontractor(s), or anyone directly or indirectly employed or hired by the User, or anyone for whose acts the User may be liable. The User agrees this indemnity obligation shall survive the completion or termination of this agreement.

8. Termination. The City shall have the option to terminate this agreement at any time. Termination shall be effective upon ten (10) days written notice to the User.

8. General Provisions.

A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
B. Assignment. The User may not assign this Agreement to any other person unless written consent is obtained from the City.
C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
D. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the User shall not discriminate against any person by reason of any characteristic protected by state or federal law.
E. Force Majeure. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement, if and to the extent that such party's performance is prevented by reason of Force Majeure, as determined by the City.
F. Notices. All notices and other communications under this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

City:	User:
Matt Stemwedel	PowerEdge Studio LLC
11155 Robinson Drive NW	11000 Crooked Lake Blvd NW
Coon Rapids, MN 55433	Coon Rapids, MN 55433

G. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.
H. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
I. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.
J. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

PowerEdge	**CITY OF COON RAPIDS**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

City Council Regular **14.**

Meeting Date: 09/03/2024

Subject: Consider Resolution 24-79 Establishing the Preliminary 2025 Tax Levy

From: Ashley Hansen, Finance Director

INTRODUCTION

Minnesota Statute 275.065 requires the City to certify to the county auditor the proposed property tax levy for taxes payable in the following year by September 30th.

DISCUSSION

As discussed at the workshop on August 14th held to review the proposed 2025 budget, the proposed City tax levy is $38,373,082. The 2025 proposed levy represents a 7.85% increase over the 2024 adopted levy. This levy can be reduced before final certification in December but cannot be increased.

Anoka County will use the preliminary tax levy to create and distribute parcel specific notices (Truth in Taxation Notices) before the Truth in Taxation public hearing scheduled for December 3rd. Property owners should receive the notices in mid-November.

The 2025 Proposed Budget can be viewed on the City website at: https://www.coonrapidsmn.gov/1320/City-Budget.

The following summarizes key factors to determine the tax rate. The net levy is divided by the net tax capacity value to determine the **tax rate**. **Fiscal disparity distribution** is the dollar amount that the City receives. **Fiscal disparity contribution** is the value that the City's commercial and industrial properties contribute to the pool. Fiscal disparity distribution is calculated by using the value that the City gets from the pool multiplied by the prior year's tax rate.

	Pay 2023	Pay 2024	Pay 2025
Tax levy	33,314,830	35,580,233	38,373,082
$ received from fiscal disparities (distribution)	(5,180,607)	(4,788,328)	(5,423,079)
Net levy	28,134,223	30,791,905	32,950,002
Tax capacity value (preliminary pay 2025)	89,398,458	93,919,906	94,839,756
Value contributed (given) to fiscal disparity pool	(8,212,536)	(8,735,814)	(9,935,695)
Captured tax increment (preliminary pay 2025)	(1,162,795)	(1,441,285)	(1,120,916)
Net tax capacity value	80,023,127	83,742,807	83,783,145
Tax rate (preliminary)	35.158	36.770	39.328
Fiscal disparity distribution calculation:			
Value received from the pool	13,467,316	13,619,455	14,748,652
Prior year tax rate	38.468	35.158	36.770
Fiscal disparity distribution (rounded)	5,180,607	4,788,328	5,423,079

RECOMMENDATION

Adopt Resolution 24-79 Establishing the Preliminary 2025 Tax Levy for the City of Coon Rapids.

Attachments

Resolution 24-79 Establishing the Preliminary 2025 Tax Levy

RESOLUTION NO. 24-79

RESOLUTION ESTABLISHING THE PRELIMINARY 2025 TAX LEVY FOR THE CITY OF COON RAPIDS

WHEREAS, the State of Minnesota has enacted legislation providing for City certification of a preliminary 2025 property tax levy prior to September 30 of each year; and

WHEREAS, the City Council has reviewed the 2025 proposed budget at a workshop held on August 14, 2024 and reviewed the tax levy as proposed by the City Manager; and

WHEREAS, the amount of the tax levy approved by this resolution can be reduced after September 30, 2024 but cannot be increased; and

WHEREAS, the City Council must allow the public to comment on the budget which will be scheduled for the Council meeting on December 3, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that the amounts listed below will be certified to Anoka County as the preliminary tax levy payable in 2025 for collection with 2025 taxes:

General Fund	$29,911,632
Capital Projects	2,615,000
Debt Service:	
G.O. Improvement Bonds, 2015A	201,693
G.O. Improvement Bonds, 2017A	355,189
G.O. Improvement Bonds, 2018A	398,220
G.O. Improvement Bonds, 2019A	269,885
G.O. Improvement Bonds, 2020A	231,265
G.O. Improvement Bonds, 2021A	554,667
G.O. Improvement Bonds, 2022A	479,828
G.O. Improvement Bonds, 2023A	242,049
G.O. Improvement Bonds, 2024A	251,217
G.O. Tax Abatement Refunding Bonds of 2019B	857,214
G.O. Equipment Certificates, 2020A	91,088
G.O. CIP Bonds, 2022A	827,348
Park Improvement Bonds	1,086,787
Total City-Wide Levy	$38,373,082
HRA Levy	725,000
TOTAL CITY AND HRA LEVY	$39,098,082

Adopted this 3rd day of September 2024.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

City Council Regular **15.**

Meeting Date: 09/03/2024

Subject: Open Mic Response: Ms. Susan Stein

From: Matt Brown, Community Development Director

INTRODUCTION

Ms. Susan Stein appeared at Open Mic on August 20 and also shared handouts with the Council regarding alleged property maintenance violations related to a neighbor's property.

DISCUSSION

Ms. Stein provided information regarding a neighbor's alleged property maintenance and zoning violations. These included: 1) the location of the neighbor's fence across a property line; 2) the height of the fence; 3) the setback of a shed; and 4) the height of privacy screening on an attached deck. City Code requires that: 1) fences may be located up to a side lot line; 2) fences in the rear yard must be no more than 7 feet in height; 3) sheds in the LDR-2 zoning district must be located at least 5 feet from a side lot line; and 4) screening structures that are part of an attached deck may not exceed the height limit of the principal structure.

Ms. Stein's handout indicated she entered mediation with the neighbor to attempt to resolve some of the issues. City Staff has been working with Ms. Stein and her neighbor on resolving any zoning violations. Because open files are not considered public information, Staff has been unable to share specifics of the status of the case with her.

RECOMMENDATION

This item is for information purposes and staff recommends no further action at this time.

City Council Regular **16.**

Meeting Date: 09/03/2024

Subject: Open Mic Response: Mr. Doug Sturgill, 116XX Wren Street NW

From: Joan Lenzmeier, City Clerk

INTRODUCTION

Mr. Doug Sturgill of 116XX Wren Street NW addressed Council regarding a boulevard tree that fell on his property.

DISCUSSION

Mr. Sturgill explained that during a storm in July the City's boulevard tree fell across his driveway and he paid to have it cleaned up and removed. He then asked Council to have the City reimburse him.

RECOMMENDATION

CIty staff have reached out to Mr. Sturgill and are working with him on a resolution to this issue. No further action is recommended at this time.