



CITY COUNCIL AGENDA

Tuesday, March 4, 2025

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 February 18, 2025

Consent Agenda

2. Receive 2024 Year End Gambling Expenditure Report
3. Adopt Resolution 25-38 Accepting Community Strength Foundation Donation in the Amount of \$400.76
4. Adopt Resolution 25-39 Accepting a Donation of Training for the New Police Department K9
5. Receive Schedule of Electronic Payments

Public Hearing

Bid Openings and Contract Awards

6. Consider Resolution 25-2(9) Accepting Bid and Awarding Contract for 2025 Full Depth Reclamation Project 25-2
7. Consider Resolution No. 25-8(9) Awarding Contract for the 2025 Well Rehabilitation Program

Old Business

New Business

8. Consider and Receive Lawful Gambling Report and Authorize Payment to Community Strength Foundation

9. Consider Resolution 25-40 Amending the 2025 Fee Schedule to Add Fire Inspection Fee for Food Trucks
10. Consider Resolution 25-42, Amending Budget for Golf Course Restaurant
11. Consider Lease Agreements for Golf Cart Fleet & GPS Units
12. Consider Letter Regarding the Potential Closure of Northstar Commuter Rail Service

Open Mic/Public Comment

Reports on Previous Open Mic

Other Business

Adjourn



City Council Regular

1.

Meeting Date: 03/04/2025

Subject: Approve Minutes of February 18, 2025

From: Joan Lenzmeier, City Clerk

INTRODUCTION

DISCUSSION

RECOMMENDATION

Attachments

February 18, 2025

UNAPPROVED

COON RAPIDS CITY COUNCIL MEETING MINUTES OF FEBRUARY 18, 2025

CALL TO ORDER

The second regular meeting of the Coon Rapids City Council for the month of February was called to order by Mayor Jerry Koch at 7:00 p.m. on Tuesday, February 18, 2025, 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, Peter Butler, Christopher Geisler, Brian Armstrong, and Pat Carlson

Members Absent: Councilmember Sean Novack

ADOPT AGENDA

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

PROCLAMATIONS/PRESENTATIONS

None.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

1. FEBRUARY 4, 2025, COUNCIL MEETING

MOTION BY COUNCILMEMBER BUTLER, SECONDED BY COUNCILMEMBER CARLSON, FOR APPROVAL OF THE MINUTES OF THE FEBRUARY 4, 2025, COUNCIL MEETING.

Councilmember Geisler pointed out that he submitted one minor correction to the minutes on page 4. Staff confirmed the edit would be made.

THE MOTION PASSED UNANIMOUSLY.

CONSENT AGENDA/INFORMATIONAL BUSINESS

2. ADOPT RESOLUTION 25-33 CALLING FOR A PUBLIC HEARING TO VACATE DRAINAGE AND UTILITY EASEMENTS, 1210 117TH LANE NW
 3. RECEIVE SCHEDULE OF ELECTRONIC PAYMENTS
 4. APPROVE FIRST AMENDMENT TO PURCHASE AND REDEVELOPMENT AGREEMENT, 12258 CROOKED LAKE BLVD.
 5. ADOPT RESOLUTION 25-37 APPOINTING JON URQUHART TO FIRE CIVIL SERVICE COMMISSION
 6. ADOPT RESOLUTIONS 25-35 AND 25-36 ACCEPTING A POLICE CANINE GRANT FROM AKC REUNITE AND AMENDING THE GENERAL FUND BUDGET
-

MOTION BY COUNCILMEMBER CARLSON, SECONDED BY COUNCILMEMBER ARMSTRONG, FOR APPROVAL OF THE CONSENT AGENDA AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

PUBLIC HEARING

7. HOLD PUBLIC HEARING AND CONSIDER RESOLUTION 25-1(6A) ORDERING PROJECT AND 25-1(8) APPROVING PLANS AND SPECIFICATIONS/AUTHORIZE BIDS
-

The Staff report was shared with Council.

Mayor Koch asked what the street condition is in comparison to other streets. It is difficult to work on a section that was previously skipped within a larger project area. City Engineer Mark Hansen stated most of the cul-de-sac is fine, but some portions need maintenance. It is most economical to group projects together. They plan to follow up with maintenance in one year, for which there is no assessment.

Councilmember Butler asked if residents could do a hybrid version of the three payment options. Mr. Hansen stated the City wouldn't be able to receive a hybrid payment version.

Councilmember Geisler asked how long the project would last. Mr. Hansen stated pavements are designed to last twenty years. With proper maintenance, the City anticipates a life of 30 or 40 years. The replacement will also be thicker.

Mr. Hansen added residents could pay their assessments through property taxes then pay off the remaining sum at a later date.

Councilmember Carlson asked how old the streets are. Mr. Hansen stated the cul-de-sac is just over 20 years old. The other streets are mostly from the 1990s.

Councilmember Carlson asked if the water mains will be replaced. Mr. Hansen stated the plugged hydrants and ancillary valves will be addressed, the storm sewer catch basin will be replaced, and the sanitary sewer needs casting. Hydrants will all be painted to look new. If they were to single out the cul-de-sac, it would need to be replaced in five or six years.

Mayor Koch opened the public hearing at 7:26 p.m.

City Attorney David Brodie noted the cul-de-sac residents have met their legal obligations regarding an objection through the submitted letter.

Jeff Hale, 12147 Thrush Street NW, stated he has never received an assessment from the City, let alone one with interest. The City hasn't received a bid, but they plan to pre-charge residents and require interest. Paying the assessment would be a 50 percent increase in his annual taxes. He stated he objects to the assessment. Mr. Brodie stated any objections should also be submitted in writing.

Mr. Hale asked if the folks who assessed the streets are professionals. In his ten years at his home, he has never seen any major repairs in the neighborhood.

Rob Orlikowski, 12208 Thrush Street NW, asked when the last work was done on Thrush Street. Mr. Hansen confirmed some streets in the neighborhood were reconstructed in the last five or so years. He stated there are annual skim patches and pothole patches completed.

Mr. Orlikowski stated he opposes the assessments. Mayor Koch requested the objection also be submitted in writing.

Angie Koos, 12445 Uplander Street, explained she wrote the opposition letter. Her cul-de-sac does not see any traffic besides those of her neighbors and the garbage truck. As a single mother, it would be difficult to afford the assessment. Her elderly neighbor was unable to attend the hearing, but he lives on a fixed income. Ms. Koos stated the road does not need major repair. She noted her opposition to the assessment and the necessity of the proposed project.

Mayor Koch asked if there is an option for seniors to defer payments. Finance Director Ashley Hansen confirmed anyone over 65 years old may have the assessment deferred, but it would still have interest.

Mr. Hansen pointed out there is a similar deferment option for military personnel. He added the assessment process has been in place since 1994. Trained engineers and Public Works Staff assess the streets to determine repair needs.

Councilmember Armstrong asked what type of project was completed in 2019. Mr. Hansen stated it was the same type of project. The City did as much as they could afford at the time. That year,

the City completed four separate reconstruction projects. He noted assessments always increase as projects are put off.

Councilmember Armstrong asked what direct billing would cost. Mr. Hansen stated the assessments are intended to cover 50 percent of the project costs, but the requested assessments are projected to cover 30 percent of the proposed project. Each street reconstruction costs around \$100,000.

Councilmember Armstrong noted there was a reclamation completed on the cul-de-sac in 2019. Mr. Hansen stated the cul-de-sac is the original, as is Thrush. Other streets in the neighborhood were reclaimed. The proposal is only for streets that have yet to receive any major projects.

Mr. Hale asked if residents were billed in 2019. Mr. Hansen confirmed residents were assessed for the 2019 projects. Mr. Hale asked what the assessment rate was. Mr. Hansen stated he doesn't have the cost handy.

Mayor Koch pointed out the cost of an assessment increases each year with inflation.

Mr. Orlikowski stated there were new storm drains put in on his street in 2019, so the street doesn't need anything else only six years later.

Mayor Koch stated if someone was assessed in 2019, they will not be assessed again for the proposed project. Mr. Hansen explained even corner lots are assessed once based on where their driveway is located.

Sharon Eisenshank, 915 124th Lane NW, asked for deferred payments to be explained again. Ms. Hansen noted special assessments may be deferred for seniors until the home is sold or are no longer living at the property.

Ms. Eisenshank asked how the townhomes were assessed. There are 24 townhouses, but only four received assessments. Mr. Hansen stated townhomes or condominiums with direct access onto a private road have a different assessment process. Staff takes the frontage along the public road, multiply it by the multi-family rate, and divide it by the number of units. In the end, it is about one-third of the cost of a single-family home. All residences in the area were assessed.

Ms. Eisenshank noted their streets are not as wide as they should be. She asked if the streets will be widened in the proposed project. Mr. Hansen stated the streets will not be widened as it is not practical.

Jennifer Heckel, 2050 122nd Avenue NW, noted homeowner's insurance and taxes have increased significantly over the last few years. She asked if the assessments will change based on the bids. Mayor Koch stated the assessments will not change regardless of what bids are received.

Ms. Heckel asked if the assessments are the same for all properties in the project area even if each street doesn't receive the exact same repairs. Mayor Koch explained the funding for the project

comes out of various utility funds along with assessments.

Ms. Heckel stated the cost of living is rising too much, and it is not affordable for the average family. It is unfair to pay for projects that may not directly impact the front of her home. Mayor Koch requested any objections be submitted in writing.

Pauline Lee, 2120 131st Lane NW, stated she formally objects to the project. There isn't anything wrong with the roads. The project is unnecessary, and the project is wasteful government spending. Mayor Koch requested her objection also be submitted in writing to the City Clerk.

Mayor Koch explained Staff and Council review street ratings on an annual basis. Mr. Hansen stated Staff aims to reconstruct streets before they are completely falling apart. Other cities wait longer and charge quite a bit more. Each street will have varying conditions. For example, intersections and cul-de-sacs are more likely to need repair.

Ron Weinburger, 132nd Avenue, stated the utility vehicles are causing the majority of the damage. He asked if they are being assessed for their damages. It is easier to ask the residents to pay for the project than go after the utility services. The assessment process is unfair. It is also unfair to defer fees with an interest rate.

Ms. Hansen stated a portion of the project is paid for by the City issuing bonds. The interest rate used for assessments is tied to a future issuance. They usually use Bloomberg for an AA rating and add a percentage because the assessment is sent out in advance of the project itself. They add interest because they don't want to bond to subsidize the project.

Mr. Brodie stated when the public hearing closes, it also ends the opportunity to submit a written objection. He asked for a piece of paper with a sentence of objection, their name, and their address.

Mr. Hale noted he has lived in the City for 55 years and has never received an assessment. He asked how the City can charge interest on taxes. Mayor Koch stated the interest is on an assessment. The same interest the City pays on the bond is what is charged to residents. Mr. Hale asked if there is a State Statute that allows the City to charge interest on taxes.

Public Works Director Tim Himmer said Minnesota Statute 429 allows for municipalities to assess residents. In 2019, Partridge, 123rd, and 124th, and the assessment was \$2,070. The increase in the assessment is due to inflation. Each street in Coon Rapids will be reconstructed within the decade. At the beginning of the assessment process in the 1990s, the City decided to assess residents for only one-half of the project. Since then, the increases have only reflected the changes in construction costs since then.

Mr. Hale stated he has never been assessed for reconstruction projects. Mr. Himmer explained there are two types of projects. Street reconstruction requires an assessment. Other projects such as a seal coat, reclamation, or other maintenance efforts are covered through taxes.

Mr. Hale asked when Statute 429 was enacted. Mr. Brodie stated it was passed decades ago.

Mr. Hale stated the assessments just haven't happened before. Mr. Brodie stated the assessments have happened each year since the 1990s.

Mr. Brodie added he has received the necessary written objections.

Ms. Lee stated the City seeks out a bond and charges interest based on Bloomberg. However, the City upcharges from the Bloomberg interest rating. Mayor Koch stated the assessment is \$2,430 with an interest rate of 4.48 percent.

Ms. Hansen explained the projects are assessed in advance of issuing the bonds. The buffer is added to the interest rate to cover any inflation between the assessment time and the bond issuance.

Mayor Koch opened the public hearing at 8:03 p.m.

Councilmember Greskowiak noted the Council has discussed how they will pay for roads in the future. However, the current process has been in place since the 1990s. They would need to complete the replacements for all streets before choosing another method. He asked if the proposed project could be put off a few years.

Mr. Hansen explained the project would be more expensive, but it could be postponed. If only the cul-de-sac was postponed, it would negatively impact the newer streets that would be updated with the project. The proposed timeline is the most cost-effective option.

Mayor Koch noted whenever a project is done, previously redone roads will be driven over. He asked if Staff ever completes community surveys for residents to provide input on their road being updated. Mr. Hansen stated there are no surveys.

Mayor Koch asked when the project will be sent out for bids. Mr. Hansen stated the plan is to seek out bids in the next couple of weeks with bid presentations to Council in April.

Councilmember Butler asked why the entire neighborhood wasn't completed in the same project. Mr. Hansen stated the plan was to do the second portion of the project as soon as possible. The City only has so much money to spend on reconstruction in a given year.

Councilmember Carlson noted his appreciation of the three-inch pavement. One of the major reasons to support organized hauling was the impact of garbage haulers, especially for cul-de-sacs. The thicker pavement will last longer.

Mr. Hansen pointed out each city needs to fund its street reconstruction projects, and Coon Rapids has chosen the route of assessments for this cycle.

Councilmember Armstrong explained he understands the financial implications of assessments. His neighborhood is slated for reconstruction in a few years. He thanked the commenters for expressing their concerns.

Councilmember Carlson added his neighborhood will be assessed in 2026. The rising costs of everything is concerning, and assessments only add to the financial burden.

Councilmember Geisler noted his assessment is still on his property taxes from a few years ago, and he looks forward to no longer paying those fees. The more projects are pushed back, the more repairs will need to be done. Staff recommends the current course of action to keep levy changes low. Other cities have more aggressive assessments because they don't spread out the costs as well. He added Staff doesn't want folks to pay more.

Mayor Koch agreed the Council doesn't take the decision lightly. Staff aims to plan out the reconstruction projects in the most cost-effective and efficient way.

MOTION BY COUNCILMEMBER CARLSON, SECONDED BY COUNCILMEMBER ARMSTRONG, TO ADOPT RESOLUTION NO. 25-1(6A) ORDERING THE IMPROVEMENT.

Councilmember Greskowiak asked for Mr. Brodie to explain the required super majority vote considering one Councilmember is absent. Mr. Brodie stated the vote requires six affirmative votes to pass the item, regardless of how many Councilmembers are present.

Councilmember Greskowiak pointed out that the vote is difficult. There is a whole cul-de-sac of folks who have formally objected to the project. He suggested the item be tabled for a couple of weeks to reassess the streets. Between the roads being 20 years old and the nice soil, it is hard to believe the streets are in need of replacement.

Councilmember Armstrong noted there are 435 homes being impacted by the project. He expressed his appreciation for those who came to share their opinions. It is hard to consider changing such a large project based on 10 or 12 residents.

Mayor Koch stated the City has run into the issue of a cul-de-sac not getting as much traffic in previous assessments. However, the cul-de-sac cannot be completed apart from the other streets.

Councilmember Greskowiak added the streets and infrastructure will need to be redone in the next five years or so either way.

Councilmember Geisler stated Staff are extremely educated on the topic, and they are paid to be experts. Financially speaking, larger projects are more cost-effective than spot fixes. The process is painful, but Staff's proposal is the best route forward.

City Manager Matt Stemwedel noted there is value in the street reconstruction project because of consistency and equity. Parties have contested assessments in the past, but the City has applied the assessment process consistently. The assessment model allows residents to pay for 30 percent of the repairs near their homes while the other 70 percent is covered by all taxpayers in the City. He pointed out Anoka residents are assessed for 100 percent of the project. Some municipalities

keep pushing back their reconstruction and are unable to catch up.

Councilmember Butler asked how long the construction project will take. Mr. Hansen stated the contract is intended to go from the beginning of May to the beginning of October. However, it would only require eight to ten weeks for each section.

Councilmember Butler pointed out if a portion of the project is pushed back, then the neighborhood will experience the nuisance of construction both this year and in a couple of years. And the future project will cost them more.

Mayor Koch noted the project also includes new streetlights.

Councilmember Greskowiak stated many valid points have been made. During his time on the Council, Staff's recommendations have proven to be the best option.

THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER CARLSON, SECONDED BY COUNCILMEMBER GEISLER, ADOPT RESOLUTION NO. 25-1(8) APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS. THE MOTION PASSED UNANIMOUSLY.

Mr. Brodie stated those who have filed a formal objection and wish to continue with the process after the next assessment hearing may bring the matter to court. Another Staff member stated he would be sending follow-up letters to those who filed objections.

BID OPENINGS AND CONTRACT AWARDS

None.

OLD BUSINESS

8. CONSIDER ADOPTION OF ORDINANCE 2327 AMENDING CITY CODE SECTION 13-1300 STORM WATER DRAINAGE UTILITY

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER CARLSON, SECONDED BY COUNCILMEMBER GRESKOWIAK, TO ADOPT ORDINANCE 2327 AMENDING CHAPTER 13-1300 STORM WATER DRAINAGE UTILITY. THE MOTION PASSED UNANIMOUSLY.

9. PLANNING COMMISSION 25-1, CONSIDER DESIGN FLEXIBILITY, CLUB CAR WASH, 2550 COON RAPIDS BLVD

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER CARLSON, TO TAKE PLANNING COMMISSION ITEM 25-1 OFF THE TABLE. THE MOTION PASSED UNANIMOUSLY.

The Staff report was shared with Council.

Mayor Koch noted his appreciation of the current look of the building. However, the owner gets to paint the building within the standards allowed within Code. He stated he would like to reconsider the façade standards at a retreat.

Councilmember Greskowiak pointed out that the current exterior of the building matches the vision of the overlay district. He noted opposition to the flexibility request.

Councilmember Geisler stated the flexibility tool has been used in other projects. He provided examples of flexibility. The existing building met the standard, and the use remains the same. Therefore, there is no basis to grant flexibility.

Councilmember Carlson acknowledged the importance of consistency.

Mayor Koch asked when the River Rapids Overlay District was introduced. Mr. Himmer stated it was in the early 2000s.

Councilmember Armstrong noted the need for branding. However, it is clear the building is a car wash. The location is convenient as well.

Senior Planner Max Pattsner noted denying the flexibility does not ensure the current exterior of the building will be maintained.

Mark Leitig, representative of Club Car Wash, explained they are requesting flexibility only for the two portions of the building that face the street. While their preference is for zero percent, they are also open to 20 percent. If the flexibility request is denied, they will meet the 30 percent requirement per Code. He requested the Council allow flexibility on the side of the building which is highly screened from the street and only visible to visitors.

Councilmember Geisler asked why the owner used red brick to extend the building rather than a brick color within their color palette. Mr. Leitig stated the intention was to paint the brick. A black-stained brick would look different than a painted red brick.

Councilmember Greskowiak asked if flexibility has been granted for the blacked-out glass. Mr. Pattsner stated the previous owner may have requested flexibility with more windows. The restriction to black-out glass only applies to retail and office uses.

Mr. Leitig pointed out three of the window spaces will be filled in with brick.

Mayor Koch asked why the windows were replaced only to be removed. Mr. Leitig stated he is not the architect for the project.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER CARLSON, IN PLANNING CASE 25-1, TO DENY DESIGN FLEXIBILITY FOR A PAINTED BRICK FAÇADE FOR CLUB CAR WASH, FINDING THAT:

1. THERE ARE NO UNIQUE CIRCUMSTANCES OF THE DEVELOPMENT OR SITE THAT WOULD NECESSITATE MODIFICATION OF THE BUILDING DESIGN BEYOND WHAT IS PERMITTED BY ZONING REGULATIONS.
2. THE PROPOSED MODIFICATION DOES NOT RESULT IN ANY GAINED EFFICIENCIES, ADDITIONAL AMENITIES, OR A REDUCTION IN ENVIRONMENTAL IMPACT.
3. THE PLAN DOES NOT PROVIDE SIGNIFICANT ELEMENTS TO OFFSET THE NEGATIVE IMPACT ON THE AESTHETIC QUALITIES OF THE COON RAPIDS BOULEVARD CORRIDOR CAUSED BY THE PROPOSED MODIFICATION.
4. THE MODIFICATION DOES NOT MEET THE INTENT OF THE PORT AND RRO DISTRICT, AND INSTEAD CREATES A UNIQUE AND OUT-OF-PLACE AESTHETIC WHICH WILL NOT IMPROVE THE VISUAL QUALITY OF THE COON RAPIDS BOULEVARD CORRIDOR.

THE MOTION PASSED UNANIMOUSLY.

NEW BUSINESS

10. CONSIDER AND RECEIVE THE 2024 COMMUNITY DEVELOPMENT ANNUAL REPORT
-

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER CARLSON, SECONDED BY COUNCILMEMBER BUTLER, TO ACCEPT THE 2024 COMMUNITY DEVELOPMENT ANNUAL REPORT. THE MOTION PASSED UNANIMOUSLY.

11. CONSIDER RESOLUTION NO. 25-5(8) APPROVING PLANS AND SPECIFICATIONS AND ORDERING AD FOR BIDS FOR ANNUAL STREET MAINTENANCE PROGRAM
-

The Staff report was shared with Council.

Councilmember Geisler asked how other municipalities can join the agreement. Mr. Hansen explained other cities may reach out to Coon Rapids. From there, an amendment to the Joint Powers Agreement would be necessary.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER ARMSTRONG, TO ADOPT RESOLUTION NO. 25-5(8) APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENTS FOR BIDS FOR THE 2025 STREET MAINTENANCE PROGRAM. THE MOTION PASSED UNANIMOUSLY.

12. CONSIDER RESOLUTION 25-3(8) ACCEPTING PLANS AND SPECIFICATIONS FOR MISCELLANEOUS TRAIL RECONSTRUCTION AND AUTHORIZE SOLICITATION OF BIDS
-

The Staff report was shared with Council.

Councilmember Geisler asked if there can be separate bids. Mr. Hansen stated interested parties would need to bid on the entire project.

MOTION BY COUNCILMEMBER CARLSON, SECONDED BY COUNCILMEMBER ARMSTRONG, TO ADOPT RESOLUTION NO. 25-3(8), APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENTS FOR BIDS FOR THE 2025 MISCELLANEOUS TRAIL RECONSTRUCTION AND IMPROVEMENT PROJECT.

Councilmember Greskowiak noted combining the projects makes sense to save some money.

THE MOTION PASSED UNANIMOUSLY.

13. CONSIDER RESOLUTION 25-4(8) APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR SANITARY SEWER LINING
-

The Staff report was shared with Council.

Councilmember Carlson stated the sewer lining program is a great benefit to the City and its residents.

MOTION BY COUNCILMEMBER ARMSTRONG, SECONDED BY COUNCILMEMBER GEISLER, TO ADOPT RESOLUTION NO. 25-4(8) APPROVING PLANS AND SPECIFICATIONS AND ORDERING THE ADVERTISEMENT FOR BIDS FOR THE 2025 SANITARY SEWER LINING PROJECT. THE MOTION PASSED UNANIMOUSLY.

14. CONSIDER RESOLUTION 25-7(8) ACCEPTING PLANS AND SPECIFICATIONS FOR HWY 10 WATERMAIN RELOCATION AND ORDER AD FOR BIDS
-

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER BUTLER, TO ADOPT RESOLUTION NO. 25-7(8), APPROVING PLANS AND

SPECIFICATIONS AND ORDERING ADVERTISEMENTS FOR BIDS FOR THE HIGHWAY 10 WATERMAIN RELOCATION PROJECT. THE MOTION PASSED UNANIMOUSLY.

15. CONSIDER PURCHASE OF STREETLIGHT MATERIALS FOR 25-1 STREET RECONSTRUCTION

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER CARLSON, SECONDED BY COUNCILMEMBER ARMSTRONG, TO AUTHORIZE THE PROPOSAL OF \$147,315 FROM PROTEK LIGHTING SOLUTIONS TO PURCHASE STREETLIGHT MATERIALS FOR THE 2025 STREET RECONSTRUCTION PROJECT. THE MOTION PASSED UNANIMOUSLY.

16. CONSIDER RESOLUTION 25-34 AMENDING THE 2025 FEE SCHEDULE TO ADD STORM WATER FEE FOR SOD FARMS

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER GRESKOWIAK, SECONDED BY COUNCILMEMBER CARLSON, TO ADOPT RESOLUTION 25-34 AMENDING THE ADOPTED 2025 FEE SCHEDULE TO ADD STORM WATER FEE FOR SOD FARMS. THE MOTION PASSED UNANIMOUSLY.

OPEN MIC/PUBLIC COMMENT

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

Derek Lind, resident of Ramsey, and representative of ACEIT provided a hand-out to the Council opposing the Anoka County purchase of electronic pollbooks.

Jim Hutchinson, 2908 109th Street, stated he lives near Coon Rapids Boulevard. He thanked the Council for defending the brick along the Boulevard. Mayor Koch stated they don't allow public comment on agenda items, but he thanked him for his comments.

REPORTS ON PREVIOUS OPEN MIC

None.

OTHER BUSINESS

None.

ADJOURN

MOTION BY COUNCILMEMBER CARLSON, SECONDED BY COUNCILMEMBER BUTLER, TO ADJOURN THE MEETING AT 9:17 P.M. THE MOTION PASSED UNANIMOUSLY.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

2.

Meeting Date: 03/04/2025

Subject: Receive 2024 Year End Gambling Expenditure Report

From: Stephanie Lincoln, Deputy City Clerk

INTRODUCTION

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

DISCUSSION

Staff has received and reviewed the semi-annual reports for July 1 through December 31, 2024, showing gambling expenditures within the City of Coon Rapids and trade area for the six organizations at 15 locations (see attached list). The combined net profit this period was reported at \$1,226,764.13 with expenditures within the trade area (which includes City of Coon Rapids) reported at \$1,280,941.17. The reported expenditures specifically within the City of Coon Rapids for this period was \$1,200,918.17.

The total combined net profit for all of 2024 was reported at \$2,049,458.74 with expenditures within the trade area (which includes City of Coon Rapids) at \$2,187,979.42. The reported expenditures specifically within the City of Coon Rapids for the year was \$2,155,123.88.

All organizations achieved the 60% expenditure requirement within the trade area for the year.

RECOMMENDATION

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

Attachments

Gambling Locations

2024 Semi-Annual Expenditures Report

COON RAPIDS GAMBLING LICENSES

REVISED AS OF 1/15/25

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

PTDDO = Pull-Tab Dispensing Device Only

() = Proposed

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

Organization	Net Profit	Coon Rapids Expenditures	Coon Rapids %	Trade Area Expenditures	Trade Area %
Coon Rapids Lions	\$ (17,381.70)	\$ 7,304.80	-42%	\$ 7,304.80	-42%
Coon Rapids Mat Bandits	\$ 202,343.83	\$ 232,825.44	115%	\$ 232,825.44	115%
Coon Rapids Cardinal Little League	\$ 85,962.28	\$ 124,298.12	145%	\$ 124,298.12	145%
Coon Rapids VFW Post #9625	\$ 166,233.50	\$ 167,342.64	101%	\$ 120,175.18	72%
Coon Rapids Youth Hockey	\$ 167,169.79	\$ 220,028.10	132%	\$ 220,028.10	132%
Competition Cheer Spirit Booster Club	\$ 218,366.91	\$ 202,406.61	93%	\$ 202,406.61	93%
1st Half Total	\$ 822,694.61	\$ 954,205.71	116%	\$ 907,038.25	110%

July 1 - December 31, 2024 Semi-Annual Gambling Expenditures Report

Organization	Net Profit	Coon Rapids Expenditures	Coon Rapids %	Trade Area Expenditures	Trade Area %
Coon Rapids Lions	\$ 21,080.69	\$ 8,281.56	39%	\$ 13,041.56	62%
Coon Rapids Mat Bandits	\$ 328,586.93	\$ 397,977.00	121%	\$ 397,977.00	121%
Coon Rapids Cardinal Little League	\$ 130,135.43	\$ 217,588.68	167%	\$ 217,588.68	167%
Coon Rapids VFW Post #9625	\$ 174,903.24	\$ 118,073.58	68%	\$ 193,186.58	110%
Coon Rapids Youth Hockey	\$ 281,157.46	\$ 286,106.18	102%	\$ 286,256.18	102%
Competition Cheer Spirit Booster Club	\$ 290,900.38	\$ 172,891.17	59%	\$ 172,891.17	59%
2nd Half Total	\$ 1,226,764.13	\$ 1,200,918.17	98%	\$ 1,280,941.17	104%

January 1 - December 31, 2024 Semi-Annual Gambling Expenditures Report

Organization	Net Profit	Coon Rapids Expenditures	Coon Rapids %	Trade Area Expenditures	Trade Area %
Coon Rapids Lions	\$ 3,698.99	\$ 15,586.36	421%	\$ 20,346.36	550%
Coon Rapids Mat Bandits	\$ 530,930.76	\$ 630,802.44	119%	\$ 630,802.44	119%
Coon Rapids Cardinal Little League	\$ 216,097.71	\$ 341,886.80	158%	\$ 341,886.80	158%
Coon Rapids VFW Post #9625	\$ 341,136.74	\$ 285,416.22	84%	\$ 313,361.76	92%
Coon Rapids Youth Hockey	\$ 448,327.25	\$ 506,134.28	113%	\$ 506,284.28	113%
Competition Cheer Spirit Booster Club	\$ 509,267.29	\$ 375,297.78	74%	\$ 375,297.78	74%
Grand Total	\$ 2,049,458.74	\$ 2,155,123.88	105%	\$ 2,187,979.42	107%



City Council Regular

3.

Meeting Date: 03/04/2025

Subject: Adopt Resolution 25-38 Accepting Community Strength Foundation Donation in the Amount of \$400.76

From: Stephanie Lincoln, Deputy City Clerk

INTRODUCTION

Council is asked to adopt a resolution accepting a donation from the Community Strength Foundation for use in the 2025 Winter Concert series.

DISCUSSION

Community Strength Foundation has graciously donated \$400.76 to offset costs for the 2025 Winter Concert Series. Council is asked to adopt a resolution formally accepting this donation, which is required per State Statute. The City is grateful to the Community Strength Foundation for their generosity.

RECOMMENDATION

Adopt Resolution 25-38 accepting the donation of \$400.76 from the Community Strength Foundation for use in the 2025 Winter Concert Series.

Attachments

Resolution 25-38

RESOLUTION 25-38

**A RESOLUTION TO ACCEPT THE DONATION OF MONIES
TO BE USED TOWARD THE 2025 WINTER CONCERT SERIES FROM THE
COMMUNITY STRENGTH FOUNDATION**

WHEREAS, the Community Strength Foundation has offered to donate \$400.76 to the City for the 2025 Winter Concert Series; 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 public interest.

NOW THEREFORE BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that the donation of \$400.76 to be used toward the 2025 Winter Concert Series is hereby accepted.

BE IT FURTHER RESOLVED that the City of Coon Rapids hereby extends its gratitude to the Community Strength Foundation for its generosity.

Adopted by the Coon Rapids City Council this 4th day of March, 2025.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

4.

Meeting Date: 03/04/2025

Subject: Adopt Resolution 25-39 Accepting a Donation of Training for the New Police Department K9

Submitted For: Bill Steiner, Chief of Police

From: Adam Jacobson, Deputy Chief

INTRODUCTION

Mr. Mark McDonough, a retired, long-term K9 handler for the City of Coon Rapids Police Department, owns and operates a Police K9 training business named McDonough K9. Mr. McDonough is donating the training program associated with the new police department canine to the City of Coon Rapids in support of the police department's K9 program.

DISCUSSION

Recently, the City Council accepted a grant from AKC Reunite for the purchase of the new police canine. Mr. McDounough has indicated he wants to donate the training for the new dog and handler to the police department.

The training program for the dog and handler is approximately 16 weeks of classroom learning, practical exercises, and testing. Once completed with training, the dog will be certified as dual purpose, meaning it can be used for criminal apprehension and narcotics searches.

The new dog will be named "King" and will be partnered with Officer Meng Yang. The team will start training in mid-March. The value of this donation for training is \$14,000.

RECOMMENDATION

Council is requested to adopt Resolution 21-39 accepting the donation of the training for the new police department canine "King" from McDonough K9.

Attachments

Resolution 25-39

RESOLUTION NO. 25-39

**RESOLUTION TO ACCEPT A DONATION OF THE TRAINING OF THE NEW
POLICE CANINE FROM MCDONOUGH K9**

WHEREAS, McDonough K9 has offered to donate the training associated with the new police canine to the city;

WHEREAS, the value of this donation is \$14,000;

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;

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

NOW, THEREFORE, BE IT RESOLVED by the Coon Rapids City Council that the donation from McDonough K9 for the cost associated with training the new police canine.

NOW, THEREFORE, BE IT RESOLVED the City of Coon Rapids hereby extends its gratitude to McDonough K9 for its generosity.

Adopted by the Coon Rapids City Council this 4th day of March 2025.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

5.

Meeting Date: 03/04/2025

Subject: Receive Schedule of Electronic Payments

From: Ashley Hansen, Finance Director

INTRODUCTION

Minnesota State Statute 471.38 requires a list of transactions made by electronic funds transfer be provided to the City Council at the next regular meeting after the transaction.

DISCUSSION

Staff has prepared the attached list of electronic payments processed since the last Council Meeting.

RECOMMENDATION

Council is requested to receive the schedule of electronic payments from 02/13/2025 to 02/26/2025.

Attachments

Electronic Payments 02/13/25 - 02/26/25

INVOICE DISTRIBUTION REPORT FOR CITY OF COON RAPIDS

ELECTRONIC PAYMENT TRANSACTION DATES
02/13/2025 - 02/26/2025

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10000 GENERAL FUND					
Department: 12110 MAINT OF OFFICIAL RECORDS					
10000-12110-6210	PROF AND CONSULTING SERVIC	PIONEER SECURESHRED	SHREDDING - JAN 2025	150.00	820
Total Department 12110 MAINT OF OFFICIAL RECORDS				150.00	
Department: 14316 INFORMATION TECHNOLOGY					
10000-14316-6215	SOFTWARE CHARGES	LOGIS	LOGIS M365 AND VMWARE	6,533.77	803
10000-14316-6215	SOFTWARE CHARGES	LOGIS	LOGIS LABOR - DEC 2024	2,718.75	803
10000-14316-6215	SOFTWARE CHARGES	LOGIS	2025 Q1 - APPLICATIONS	53,688.00	803
Total Department 14316 INFORMATION TECHNOLOGY				62,940.52	
Department: 14407 GENERAL REVENUE COLLECTIONS					
10000-14407-6215	SOFTWARE CHARGES	LOGIS	2025 Q1 - APPLICATIONS	6,942.00	803
Total Department 14407 GENERAL REVENUE COLLECTIONS				6,942.00	
Department: 20321 PREVENTATIVE PATROL/TRAFFIC					
10000-20321-6215	SOFTWARE CHARGES	LOGIS	LOGIS M365 AND VMWARE	13,499.72	803
10000-20321-6215	SOFTWARE CHARGES	LOGIS	PD VPN SOFT TOKENS	1,185.00	803
10000-20321-6215	SOFTWARE CHARGES	LOGIS	2025 Q1 - APPLICATIONS	549.50	803
10000-20321-6320	SMALL TOOLS & EQUIPMENT	MENARDS	PD GUN SHELF SUPPLIES	26.59	805
10000-20321-6320	SMALL TOOLS & EQUIPMENT	MENARDS	PD GUN SHELF SUPPLIES	349.99	805
10000-20321-6320	SMALL TOOLS & EQUIPMENT	MENARDS	PD GUN SHELF SUPPLIES	562.48	805
10000-20321-6370	GENERAL SUPPLIES	STREICHERS	POLICE AMMO	1,523.80	808
10000-20321-6370	GENERAL SUPPLIES	MENARDS	POLICE GUN CLOSET PROJECT	20.96	805
Total Department 20321 PREVENTATIVE PATROL/TRAFFIC				17,718.04	
Department: 22222 FIRE TRAINING					
10000-22222-6230	TRAVEL/SCHOOLS/CONFERENCES	ERICKSON, ROBERT	FEB 2025 EXP REPORT TUITION	1,528.00	826
10000-22222-6230	TRAVEL/SCHOOLS/CONFERENCES	HOUSE, NICK	JAN 2025 EXP REPORT TUITION	810.00	825
Total Department 22222 FIRE TRAINING				2,338.00	
Department: 22322 FIRE SUPPRESSION					
10000-22322-6342	M & R EQUIPMENT - BY CITY	EMERGENCY AUTOMOTIVE TECH	LED LIGHT FLANGE #U1 3294 25-35571	13.92	778
10000-22322-6342	M & R EQUIPMENT - BY CITY	EMERGENCY AUTOMOTIVE TECH	REAR BUMPER LIGHT #3275 24-35339	276.26	778
10000-22322-6342	M & R EQUIPMENT - BY CITY	EMERGENCY AUTOMOTIVE TECH	REAR LIGHT FLANGE #3294 25-35571	30.10	778
10000-22322-6342	M & R EQUIPMENT - BY CITY	EMERGENCY AUTOMOTIVE TECH	REAR LIGHT FLANGE #3294 25-35571	13.92	809
10000-22322-6342	M & R EQUIPMENT - BY CITY	EMERGENCY AUTOMOTIVE TECH	WHELEN ASSEMBLY M6 RED #3294 25-35571	56.00	809
10000-22322-6370	GENERAL SUPPLIES	MACQUEEN EQUIP INC	FIRE HELMETS	2,306.54	774
Total Department 22322 FIRE SUPPRESSION				2,696.74	
Department: 32018 CIVIC CENTER					
10000-32018-6310	OFFICE SUPPLIES	ECM PUBLISHERS	BIZCARDS_UTL-CIVIC-ENG	32.00	818
Total Department 32018 CIVIC CENTER				32.00	
Department: 40114 PLANNING					
10000-40114-6215	SOFTWARE CHARGES	LOGIS	LOGIS M365 AND VMWARE	306.33	803
Total Department 40114 PLANNING				306.33	
Department: 42124 BUILDING INSPECTION					
10000-42124-6215	SOFTWARE CHARGES	LOGIS	2025 Q1 - APPLICATIONS	21,559.00	803
Total Department 42124 BUILDING INSPECTION				21,559.00	
Department: 50132 STREET MAINTENANCE					
10000-50132-6342	M & R EQUIPMENT - BY CITY	MN EQUIPMENT	CATCH PLATES, RETURN PARTS #72 24-342	154.58	785

INVOICE DISTRIBUTION REPORT FOR CITY OF COON RAPIDS

ELECTRONIC PAYMENT TRANSACTION DATES

02/13/2025 - 02/26/2025

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10000 GENERAL FUND					
Department: 50132 STREET MAINTENANCE					
10000-50132-6342	M & R EQUIPMENT - BY CITY	MACQUEEN EQUIP INC	RESERVOIR #63 25-35598	185.61	774
10000-50132-6342	M & R EQUIPMENT - BY CITY	MACQUEEN EQUIP INC	DRV ASY, LIGHT, LATCH #63 25-35608	1,493.91	774
10000-50132-6342	M & R EQUIPMENT - BY CITY	MN EQUIPMENT	CHAIN SAW BREATHAR #ST9999 25-35631	8.99	823
10000-50132-6370	GENERAL SUPPLIES	MENARDS	SUPPLIES FOR SIGNROOM	21.58	805
10000-50132-6380	SAFETY ITEMS	NORTH AMERICAN SAFETY INC	SAFETY ITEM	392.40	784
Total Department 50132 STREET MAINTENANCE				2,257.07	
Department: 50633 CENTRAL GARAGE/VEHICLE MAINT					
10000-50633-5610	GAS FOR CHARGEBACK	PETROLEUM TRADERS CORPORAT	FUEL DELIVERY 1/22/2025	19,225.19	782
10000-50633-6230	TRAVEL/SCHOOLS/CONFERENCES	MTI DISTRIBUTING	MECHANIC TRAINING - J. LEMM	165.00	806
Total Department 50633 CENTRAL GARAGE/VEHICLE MAINT				19,390.19	
Department: 50713 PUBLIC BUILDING MAINTENANCE					
10000-50713-6341	M & R BUILDING - BY CITY	MENARDS	IN HOUSE REPAIR	69.99	775
10000-50713-6343	M & R OTHER IMPROVEMTS-BY	MENARDS	IN HOUSE REPAIR	13.94	775
Total Department 50713 PUBLIC BUILDING MAINTENANCE				83.93	
Department: 50931 ENGINEERING					
10000-50931-6310	OFFICE SUPPLIES	ECM PUBLISHERS	BIZCARDS_UTL-CIVIC-ENG	32.00	818
Total Department 50931 ENGINEERING				32.00	
Department: 51034 PARKS MAINTENANCE					
10000-51034-6342	M & R EQUIPMENT - BY CITY	MN EQUIPMENT	KEY #146 25-35630	9.80	785
10000-51034-6342	M & R EQUIPMENT - BY CITY	MN EQUIPMENT	BOOT & SLEEVES REAR AXLE LEAK #124 25	60.50	823
10000-51034-6342	M & R EQUIPMENT - BY CITY	MN EQUIPMENT	PARKS REPAIR PARTS CHAINSAW	2,406.75	823
10000-51034-6342	M & R EQUIPMENT - BY CITY	MN EQUIPMENT	BOOT LEFT REAR AXLE #124 25-35627	16.49	823
10000-51034-6370	GENERAL SUPPLIES	MENARDS	PARKS SUPPLIES	26.77	805
10000-51034-6370	GENERAL SUPPLIES	MENARDS	PARKS SUPPLIES	14.08	805
10000-51034-6370	GENERAL SUPPLIES	MENARDS	PARKS SHOP SUPPLIES	58.98	805
10000-51034-6370	GENERAL SUPPLIES	MENARDS	PARKS SUPPLIES	90.29	805
10000-51034-6370	GENERAL SUPPLIES	MENARDS	PARKS SUPPLIES	28.77	805
Total Department 51034 PARKS MAINTENANCE				2,712.43	
Department: 51536 INDOOR SKATING					
10000-51536-6342	M & R EQUIPMENT - BY CITY	R&R SPECIALTIES INC	ZAMBONI REPAIR	5,376.40	777
Total Department 51536 INDOOR SKATING				5,376.40	
Department: 52138 TREE MAINTENANCE					
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO#93671 TRIMMED ASH TREE 11861 GROUS	498.56	780
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO# 93669 TRIMMED ASH TREE 11812 GROU	498.56	780
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO#93662 TRIMED ASH TREE 916 110TH AV	398.84	780
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO#93665 TRIMMED MAPLE TREE 10331 UPL	498.56	780
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO#93667 TRIMMED ASH TREE 11958 CRANE	398.84	780
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO#93648 TRIMMED 6 ELMS 12331 YUCCA S	697.98	780
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO#93668 TRIM ASH TREE 1502 120TH AVE	498.56	780
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO#93695 REMOVED OAK 9641 JUNIPER ST	693.87	780
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO#93897 TRIMMED MAPLE 11117 ARROWHEA	498.56	780
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO#93663 TRIMMED HONEY LOCUST 10940 M	448.70	780
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO#92238 REMOVED ELM 9930 KUMQUAT ST	271.59	780
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO#93647 TRIMMED MAPLE 9910 OLIVE ST	498.56	819
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO#93771 REMOVED ASH TREE 1362 104TH	693.87	819

INVOICE DISTRIBUTION REPORT FOR CITY OF COON RAPIDS

ELECTRONIC PAYMENT TRANSACTION DATES
02/13/2025 - 02/26/2025

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10000 GENERAL FUND					
Department: 52138 TREE MAINTENANCE					
10000-52138-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		CARRS EMERGENCY TREE SERVICE - STORM	841.09	819
Total Department 52138 TREE MAINTENANCE				7,436.14	
Total Fund 10000 GENERAL FUND				151,970.79	
Fund: 17000 BOULEVARD TREE MAINTENANCE					
Department: 17000 BOULEVARD TREE MAINTENANCE					
17000-17000-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		WO#93547 REMOVED 3 ASH 10842 AVOCET S	1,619.03	780
17000-17000-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		WO#93550 REMOVED ASH 108689 AVOCET ST	693.87	780
17000-17000-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		WO#93530 REMOVED ASH 1322 107TH AVE	1,024.88	780
17000-17000-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		WO #93670 TRIMMED ASH TREE 11826 GROU	498.56	780
17000-17000-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		WO#93703 REMOVED ASH TREE 10883 BLUEB	462.58	780
17000-17000-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		WO#93705 REMOVED ASH TREE 10869 BLUEB	693.87	780
17000-17000-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		WO#93649 TRIMMED ASH TREE 4192 120TH	398.84	780
17000-17000-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		WO#93767 REMOVED ASH TREE 1327 104TH	1,124.58	780
17000-17000-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		WO#93709 REMOVED ASH TREE 10855 BLUEB	925.16	780
17000-17000-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		WO#93764 REMOVED ASH TREE 1311 104TH	1,124.58	780
17000-17000-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		WO#93711 REMOVED ASH TREE 10856 BLUEB	693.87	780
17000-17000-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		WO#93707 REMOVED ASH TREE 10870 BLUEB	693.87	780
17000-17000-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		WO#93758 REMOVED ASH TREE 10385 BLUEB	749.44	780
17000-17000-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		WO#93742 REMOVED ASH TREE 10361 BLUEB	1,036.30	780
17000-17000-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		WO#93740 REMOVED ASH TREE 10353 BLUEB	414.63	780
17000-17000-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		WO#93738 REMOVED ASH TREE 10362 BLUEB	693.87	780
17000-17000-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		WO#93745 REMOVED ASH TREE 10377 BLUEB	693.87	780
17000-17000-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		WO#92302 REMOVED ASH 10731 HUMMINGBIR	532.33	780
17000-17000-6273	M & R OTHER IMPS - CONTRAC CARR'S TREE SERVICE		WO#93713 REMOVED ASH TREE 10840 ROBIN	809.53	819
Total Department 17000 BOULEVARD TREE MAINTENANCE				14,883.66	
Total Fund 17000 BOULEVARD TREE MAINTENANCE				14,883.66	
Fund: 29000 RECYCLING FUND					
Department: 74100 RECYCLING - SCORE					
29000-74100-6271	M & R BLDGS/STRUCTURES - C ATLAS STAFFING INC		RECYCLING STAFF JAN 2025	2,444.88	779
29000-74100-6271	M & R BLDGS/STRUCTURES - C ATLAS STAFFING INC		RECYCLING STAFF	1,986.99	816
Total Department 74100 RECYCLING - SCORE				4,431.87	
Total Fund 29000 RECYCLING FUND				4,431.87	
Fund: 50000 SPECIAL ASSESSMENT FUND					
Department: 75900 SPECIAL ASSESSMENT PROJECTS					
50000-75900-6545-2018-14	OTHER IMPROVEMENTS	BRAUN INTERTEC	GEOTECHNICAL EVALUATION	15,541.25	773
Total Department 75900 SPECIAL ASSESSMENT PROJECTS				15,541.25	
Total Fund 50000 SPECIAL ASSESSMENT FUND				15,541.25	
Fund: 61000 PARK IMPROVEMENT FUND					
Department: 61014 RIVERVIEW PARK					
61000-61014-6545	OTHER IMPROVEMENTS	LOGIS	LOGIS LABOR - DEC 2024	290.00	803
Total Department 61014 RIVERVIEW PARK				290.00	
Total Fund 61000 PARK IMPROVEMENT FUND				290.00	
Fund: 65000 CAPITAL EQUIPMENT FUND					

INVOICE DISTRIBUTION REPORT FOR CITY OF COON RAPIDS

ELECTRONIC PAYMENT TRANSACTION DATES
02/13/2025 - 02/26/2025

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 65000 CAPITAL EQUIPMENT FUND					
Department: 78821 CAPITAL EQUIPMENT					
65000-78821-6544	MACHINERY & AUTOMOTIVE	NELSON AUTO CENTER	P16 MARKED SQUAD	45,875.00	821
Total Department 78821 CAPITAL EQUIPMENT				45,875.00	
Total Fund 65000 CAPITAL EQUIPMENT FUND				45,875.00	
Fund: 70000 SEWER FUND					
Department: 62074 SANITARY SEWER MAINTENANCE					
70000-62074-6215	SOFTWARE CHARGES	LOGIS	LOGIS LABOR - DEC 2024	616.25	803
70000-62074-6272	M & R EQUIPMENT - CONTRACT	BLAINE BROTHERS	TWO TIRES #206 25-35611	404.52	783
70000-62074-6342	M & R EQUIPMENT - BY CITY	POMPS TIRE	TIRES #206 25-35611	1,386.02	781
70000-62074-6342	M & R EQUIPMENT - BY CITY	MACQUEEN EQUIP INC	HOSE FLANGE GASKETS #206 25-35644	498.07	804
70000-62074-6370	GENERAL SUPPLIES	ECM PUBLISHERS	BIZCARDS_UTL-CIVIC-ENG	32.00	818
Total Department 62074 SANITARY SEWER MAINTENANCE				2,936.86	
Total Fund 70000 SEWER FUND				2,936.86	
Fund: 71000 WATER FUND					
Department: 60171 WATER SYSTEM MAINTENANCE					
71000-60171-6273	M & R OTHER IMPS - CONTRAC	WARNING LITES OF MINNESOTA	TRAFFIC WB CRB/EGRET	1,469.00	822
71000-60171-6370	GENERAL SUPPLIES	MENARDS	PARTS	11.04	775
71000-60171-6370	GENERAL SUPPLIES	MENARDS	PARTS	59.22	775
71000-60171-6370	GENERAL SUPPLIES	MENARDS	WELL 10 PAINTING	83.87	775
71000-60171-6370	GENERAL SUPPLIES	MENARDS	WELL 10 PAINTING	18.98	775
71000-60171-6370	GENERAL SUPPLIES	MENARDS	RECLAIM PIT REHAB	566.93	775
71000-60171-6370	GENERAL SUPPLIES	MENARDS	GENERAL SUPPLIES	13.99	805
71000-60171-6370	GENERAL SUPPLIES	MENARDS	PLANT MAINT	8.55	805
71000-60171-6370	GENERAL SUPPLIES	MENARDS	PLANT MAINT	14.11	805
71000-60171-6370	GENERAL SUPPLIES	MENARDS	PLANT MAINT	220.98	805
71000-60171-6370	GENERAL SUPPLIES	MENARDS	PROPANE TANKS	68.74	805
71000-60171-6380	SAFETY ITEMS	NORTH AMERICAN SAFETY INC	SAFETY ITEM	350.00	784
71000-60171-6380	SAFETY ITEMS	NORTH AMERICAN SAFETY INC	SAFETY VEST	270.00	784
Total Department 60171 WATER SYSTEM MAINTENANCE				3,155.41	
Total Fund 71000 WATER FUND				3,155.41	
Fund: 73000 GOLF FUND					
Department: 67381 GOLF COURSE MAINTENANCE					
73000-67381-6342	M & R EQUIPMENT - BY CITY	MTI DISTRIBUTING	MOWER PARTS	90.48	776
73000-67381-6342	M & R EQUIPMENT - BY CITY	MTI DISTRIBUTING	FILTERS, BLADES, AND SUPPLIES	3,474.70	776
73000-67381-6342	M & R EQUIPMENT - BY CITY	MTI DISTRIBUTING	FILTERS FOR MOWERS	42.72	776
73000-67381-6342	M & R EQUIPMENT - BY CITY	MTI DISTRIBUTING	MOWER PARTS	103.63	776
73000-67381-6342	M & R EQUIPMENT - BY CITY	MTI DISTRIBUTING	MOWER PARTS	82.10	806
73000-67381-6342	M & R EQUIPMENT - BY CITY	MTI DISTRIBUTING	LANYARD STRAP FOR WORKMAN GATE	121.59	806
73000-67381-6370	GENERAL SUPPLIES	MTI DISTRIBUTING	IRRIGATION SUPPLIES	127.62	776
73000-67381-6370	GENERAL SUPPLIES	MTI DISTRIBUTING	IRRIGATION CONTROLLER	5,597.01	776
73000-67381-6370	GENERAL SUPPLIES	NORTHERN SANITARY CO	SHOP SUPPLIES	268.20	807
Total Department 67381 GOLF COURSE MAINTENANCE				9,908.05	
Department: 67382 GOLF COURSE ADMINISTRATION					
73000-67382-6215	SOFTWARE CHARGES	LOGIS	LOGIS M365 AND VMWARE	193.22	803
Total Department 67382 GOLF COURSE ADMINISTRATION				193.22	

INVOICE DISTRIBUTION REPORT FOR CITY OF COON RAPIDS

ELECTRONIC PAYMENT TRANSACTION DATES
02/13/2025 - 02/26/2025

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 73000 GOLF FUND					
				Total Fund 73000 GOLF FUND	10,101.27
Fund: 99000 PAYROLL CLEARING FUND					
Department: 00000					
99000-00000-2025	SALARIES PAYABLE	CR POLICE ASSOCIATION SCHO	Remittance Check	64.00	810
99000-00000-2025	SALARIES PAYABLE	MN BENEFIT ASSOCIATION	Remittance Check	161.06	811
99000-00000-2025	SALARIES PAYABLE	COON RAPIDS POLICE ASSOC	Remittance Check	164.00	813
99000-00000-2025	SALARIES PAYABLE	LELS INC-POLICE UNION DUES	Remittance Check	73.00	814
99000-00000-2025	SALARIES PAYABLE	FIREFIGHTERS LOCAL 1935	Remittance Check	1,896.43	815
99000-00000-2025	SALARIES PAYABLE	MN TEAMSTER UNION 320	Remittance Check	1,427.00	817
99000-00000-2025	SALARIES PAYABLE	NCPERS C/O MEMBER BENEFITS	Remittance Check	344.00	824
99000-00000-2025	SALARIES PAYABLE	MN CHILD SUPPORT PAYMENT C	Remittance Check	1,339.62	789
99000-00000-2025	SALARIES PAYABLE	WISCONSIN SUPPORT COLLECTI	Remittance Check	576.70	796
99000-00000-2025	SALARIES PAYABLE	NORTH DAKOTA CHILD SUPPORT	Remittance Check	330.93	798
99000-00000-2025	SALARIES PAYABLE	IRS - EFT	Remittance Check	93,389.21	786
99000-00000-2025	SALARIES PAYABLE	MN DEPT OF REV - PAYROLL E	Remittance Check	42,601.22	792
99000-00000-2025	SALARIES PAYABLE	MISSION SQUARE 457 PAYROLL	Remittance Check	30,820.05	788
99000-00000-2025	SALARIES PAYABLE	MISSION SQUARE ROTH IRA PA	Remittance Check	7,677.01	797
99000-00000-2025	SALARIES PAYABLE	MN STATE RETIREMENT SYSTEM	Remittance Check	30,666.20	791
99000-00000-2025	SALARIES PAYABLE	EMPOWER RETIREMENT SERVICE	Remittance Check	3,329.17	794
99000-00000-2025	SALARIES PAYABLE	BRI HSA EFT	Remittance Check	26,542.02	799
99000-00000-2025	SALARIES PAYABLE	BPAS VEBA EFT	Remittance Check	2,239.87	800
99000-00000-2025	SALARIES PAYABLE	THE HARTFORD LIFE & ACCIDE	Remittance Check	8,987.58	787
99000-00000-2025	SALARIES PAYABLE	EYE MED	Remittance Check	813.74	802
99000-00000-2026	BENEFITS PAYABLE	BRI FSA EFT	Remittance Check	4,214.47	801
99000-00000-2030	ACCRUED LIFE INS PAYABLE	STANDARD INSURANCE COMPANY	Remittance Check	7,548.34	795
99000-00000-2031	ACCRUED DENTAL INS PAYABLE	WELFARE TRUST FUND	Remittance Check	2,223.39	812
99000-00000-2032	ACCRUED HEALTH INS PAYABLE	BRI HSA EFT	Remittance Check	454.00	799
99000-00000-2032	ACCRUED HEALTH INS PAYABLE	HEALTH PARTNERS EFT	Remittance Check	419,863.50	793
99000-00000-2035	ACCRUED PERA PAYABLE	PERA - EFT	Remittance Check	220,840.73	790
99000-00000-2036	ACCRUED FICA & MEDICARE PA	IRS - EFT	Remittance Check	96,900.00	786
				Total Department 00000	1,005,487.24
				Total Fund 99000 PAYROLL CLEARING FUND	1,005,487.24

INVOICE DISTRIBUTION REPORT FOR CITY OF COON RAPIDS

ELECTRONIC PAYMENT TRANSACTION DATES

02/13/2025 - 02/26/2025

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
--- TOTALS BY FUND ---					
	10000		GENERAL FUND	151,970.79	
	17000		BOULEVARD TREE MAINTENANCE	14,883.66	
	29000		RECYCLING FUND	4,431.87	
	50000		SPECIAL ASSESSMENT FUND	15,541.25	
	61000		PARK IMPROVEMENT FUND	290.00	
	65000		CAPITAL EQUIPMENT FUND	45,875.00	
	70000		SEWER FUND	2,936.86	
	71000		WATER FUND	3,155.41	
	73000		GOLF FUND	10,101.27	
	99000		PAYROLL CLEARING FUND	1,005,487.24	
	Total For All Funds:			1,254,673.35	



City Council Regular

6.

Meeting Date: 03/04/2025

Subject: Consider Resolution 25-2(9) Accepting Bid and Awarding Contract for 2025 Full Depth Reclamation Project 25-2

Submitted For: Mark Hansen, City Engineer

From: Amanda Romano, Administrative Assistant II

INTRODUCTION

At its regular meeting held on January 21, 2025, the Council approved plans and specifications for the 2025 full-depth reclamation project. The Council is asked to accept the bids and award a contract at this time.

DISCUSSION

The following streets are proposed to be rehabilitated via Full Depth Pavement reclamation, which does not include concrete, utility repairs, or an increase in asphalt pavement thickness. The total mileage of streets proposed for rehabilitation via full-depth pavement reclamation is 1.5 miles. Streets proposed for full-depth reclamation are not included within the City's current street reconstruction program.

1. Xeon Boulevard from Northdale Boulevard to Xeon Street
2. Avocet Circle from Xeon Boulevard to cul-de-sac
3. Zilla Street from Xeon Boulevard to cul-de-sac
4. Yellow Pine Street from Xeon Boulevard to cul-de-sac
5. Flintwood Street from Main Street to 126th Lane
6. 126th Avenue from Flintwood Street to cul-de-sac
7. 126th Lane from cul-de-sac to 126th Avenue
8. 126th Avenue from Alder Street to cul-de-sac
9. 125th Lane from University Avenue to cul-de-sac
10. Alder Street from 125th Lane to 126th Lane
11. 126th Lane from Alder Street to University Avenue

The advertisement for bids was published on January 24 and 31, and bids were received on February 25, 2025. A summary of bids is as follows:

CONTRACTOR	Base Bid	Alternate	TOTAL BID
Northwest Asphalt	\$358,908.91	\$215,437.05	\$574,345.96
North Valley	\$363,406.83	\$218,723.19	\$582,130.02
GMH Asphalt Corporation	\$371,921.90	\$222,011.50	\$593,933.40
Park Construction	\$385,979.85	\$219,270.30	\$605,250.15
Valley Paving	\$383,570.10	\$230,621.50	\$614,191.60
C.S. McCrossan Construction	\$416,478.40	\$243,106.85	\$659,585.25
Bituminous Roadways Inc.	\$422,200.00	\$252,155.00	\$674,355.00
S.M. Hentges & Sons	\$424,756.00	\$257,325.00	\$682,081.00

Asphalt Surface Technologies	\$429,982.93	\$255,963.59	\$685,346.52
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The Engineer's Estimate for the base bid was \$490,227.75, alternate \$289,502.00 for a total bid of \$779,729.75. The low bidder, Northwest Asphalt, has completed many projects for the City in the past. Pending award of the contract, staff anticipate work will begin in late April or early May 2025 depending on weather conditions and the status of spring road restrictions. The Contractor will have until June 26, 2025, to complete all the work.

RECOMMENDATION

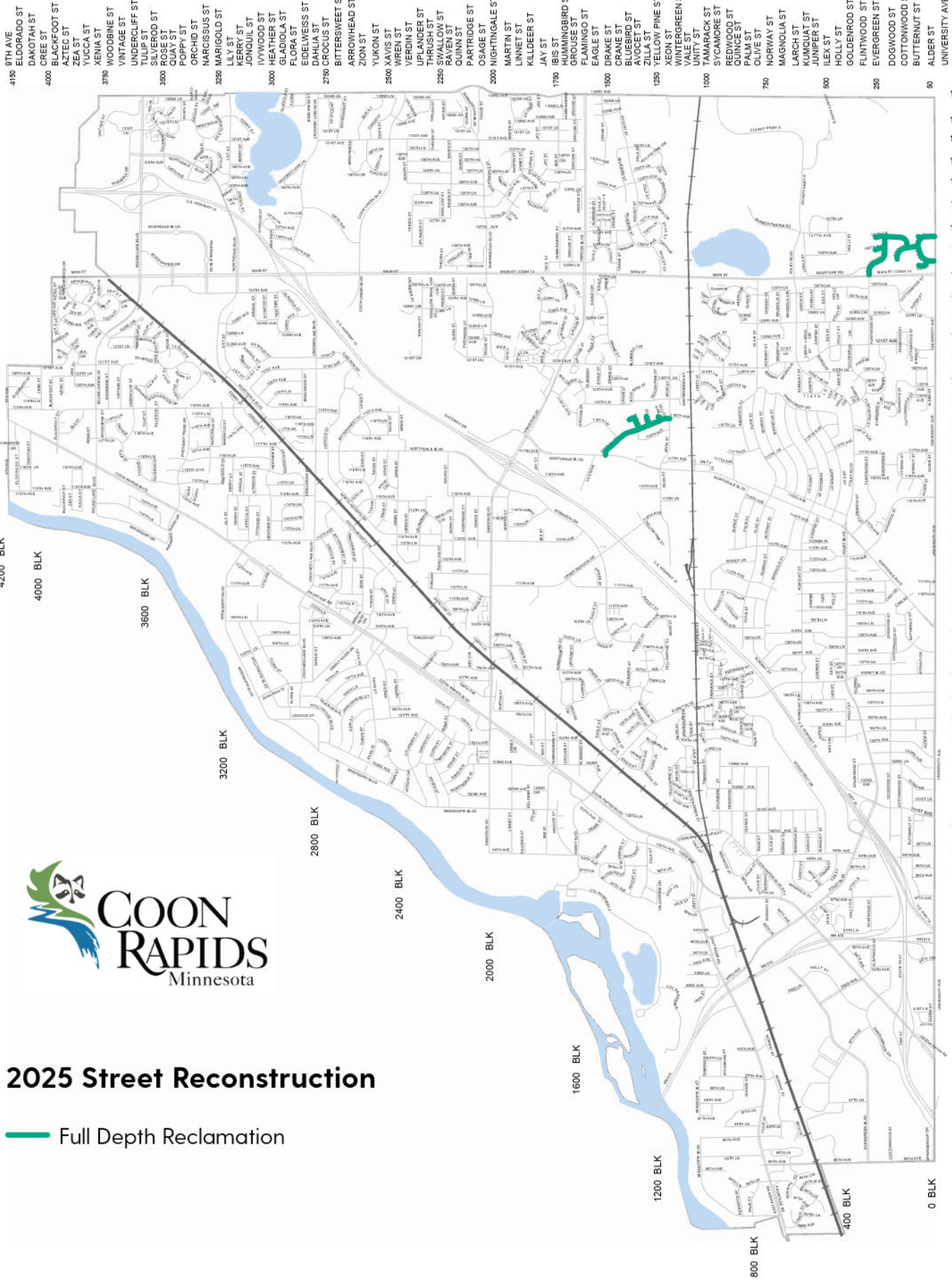
Staff recommends Council adopt Resolution No. 25-2(9), awarding a contract to Northwest Asphalt, Inc. for the base bid and alternate in the amount of \$574,345.96 for the 25-2 Full Depth Reclamation Project.

BUDGET IMPACT:

Funding for this project is included in the City's 2025 Street Reconstruction Fund (797).

Attachments

Project Location Map
Resolution No. 25-2(9)



2025 Street Reconstruction

— Full Depth Reclamation

RESOLUTION NO. 25-2(9)

**(9) RESOLUTION ACCEPTING BID AND
AWARDING CONTRACT**

WHEREAS, pursuant to an advertisement for bids for the improvement of various streets by full depth reclamation, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement: (3 lowest)

	Base Bid	Alternate	Total
Northwest Asphalt	\$358,908.91	\$215,437.05	\$574,345.96
North Valley	\$363,406.83	\$218,723.19	\$582,130.02
GMH Asphalt	\$371,921.90	\$222,011.50	\$593,933.40

WHEREAS, it appears that Northwest Asphalt of Shakopee, Minnesota is the lowest responsible bidder; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that the base bid and alternate for a total of \$574,345.96 by Northwest Asphalt for Coon Rapids Improvement Project 25-2 be accepted as the lowest responsible bid.

BE IT FURTHER RESOLVED that the Mayor and City Manager are hereby authorized and directed to enter into a contract with Northwest Asphalt of Shakopee, Minnesota for the improvement of various City streets by full depth reclamation according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

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

Adopted this 4th day of March 2025.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

7.

Meeting Date: 03/04/2025

Subject: Consider Resolution No. 25-8(9) Awarding Contract for the 2025 Well Rehabilitation Program

Submitted For: Tim Himmer, Public Works Director

From: Amanda Romano, Administrative Assistant II

INTRODUCTION

On February 4, 2025, the Council approved plans and specifications and ordered the advertisement for bids for the 2025 Well Rehabilitation Program project. Bids were received on February 25, 2025, and the Council is now asked to consider a contract award.

DISCUSSION

The 2025 program consists of Wells 7, 12, and the East Treatment Plant Booster Pump No. 1, as shown on the attached location map. The Council accepted the plans and specifications on February 4, 2025, and authorized the solicitation of bids. The project was advertised in the Anoka County Union Herald and QuestCDN, and the following bids were received on February 25, 2025:

CONTRACTOR	BASE BID	ALTERNATE WELL 7	ALTERNATE WELL 12 PUMP DISCHARGE	ALTERNATE WELL 12 DOWNSIZING	ALTERNATE EAST BOOSTER PUMP	TOTAL BID
EH Renner & Sons	\$182,945.00	\$34,688.00	\$26,130.00	\$72,150.00	\$37,500.00	\$353,413.00
Traut Companies	\$323,100.00	\$38,300.00	\$41,600.00	\$97,990.00	\$39,400.00	\$540,390.00
Engineer's Estimate	\$277,300.00	\$35,000.00	\$20,000.00	\$59,100.00	\$40,000.00	\$431,400.00

Staff is recommending an award of contract for the base bid and all alternates to EH Renner & Sons in the amount of \$353,413. EH Renner & Sons has completed several similar projects for the City in the past. Pending the award of contract, it's anticipated construction on the wells will begin immediately so they are operational for the peak summer pumping season. Phase two work within the treatment plant will begin in the fall and possibly extend into 2026.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 25-8(9) awarding a contract to EH Renner & Sons in the amount of \$353,413 for the 2025 Well Rehabilitation project.

BUDGET IMPACT:

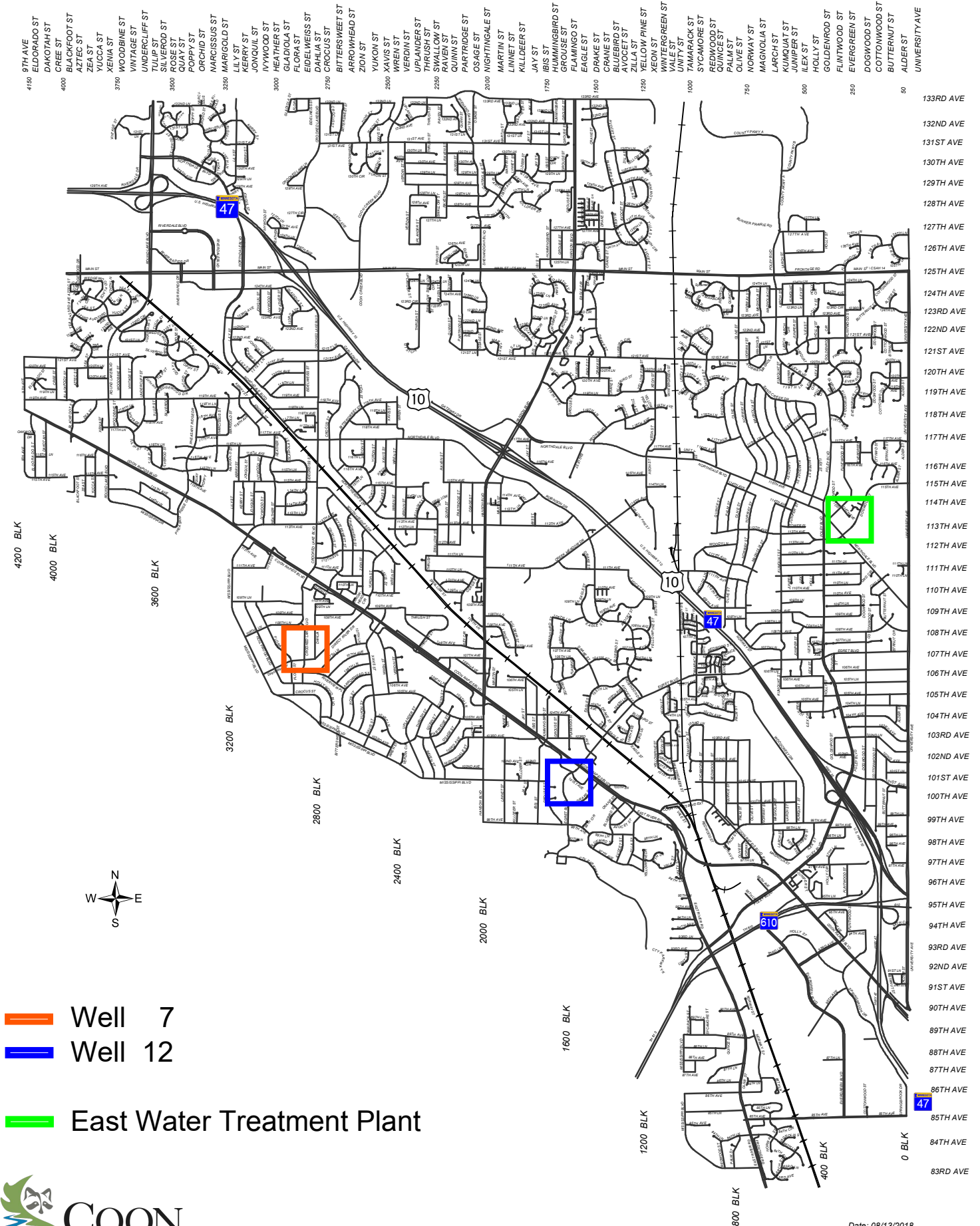
Funding for the project is included in the City's 2025 Water Utility Fund (601).

Attachments

Project Locations

Resolution No. 25-8(9)

25-8 Project Locations



RESOLUTION NO. 25-8(9)

(9) RESOLUTION ACCEPTING BID AND AWARDING CONTRACT

WHEREAS, pursuant to an advertisement for bids for the improvement of the City's water system by rehabilitation of Well Nos. 7, 12, and East Treatment Plant Booster Pump No. 1. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate Well 7</u>	<u>Alternate Well 12 Discharge</u>	<u>Alternate Well 12 Downsizing</u>	<u>Alternate East Booster Pump</u>	<u>Total Bid</u>
EH Renner & Sons	\$182,945.00	\$34,688.00	\$26,130.00	\$72,150.00	\$37,500.00	\$353,413.00
Traut Companies	\$323,100.00	\$38,300.00	\$41,600.00	\$97,990.00	\$39,400.00	\$540,390.00
Engineers Estimate	\$277,300.00	\$35,000.00	\$20,000.00	\$59,100.00	\$40,000.00	\$431,400.00

WHEREAS, it appears that EH Renner & Sons of Elk River, Minnesota is the lowest responsible bidder; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that the base bid plus all alternates of \$353,413.00 by EH Renner & Sons for Coon Rapids Improvement Project 25-8 be accepted as the lowest responsible bid.

BE IT FURTHER RESOLVED that the Mayor and City Manager are hereby authorized and directed to enter into a contract with EH Renner & Sons of Elk River, Minnesota for the improvement of the City's water system by rehabilitation of Well Nos. 7, 12, East Treatment Plant Booster Pump No. 1, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

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

Adopted this 4th day of March 2025.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

8.

Meeting Date: 03/04/2025

Subject: Consider and Receive Lawful Gambling Report and Authorize Payment to Community Strength Foundation

From: Stephanie Lincoln, Deputy City Clerk

INTRODUCTION

When the Community Strength Foundation was established in 2012, the City Council indicated its intent to contribute part of charitable gambling revenues to the Foundation. Council is asked to accept the lawful gambling payments report for 2024 and authorize the 2024 payment to the Foundation.

DISCUSSION

The City had been collecting 5% of all lawful gambling revenue generated within the City. In July 2024, the revenue collected increased to 7%. Prior to the increase, 90% of the funds collected had been disbursed to Community Strength Foundation and 10% was held for City use. After soliciting input from City Council, staff recommends that the 2024 funds collected be dispersed in the following way:

- Community Strength Foundation will receive 90% of 5% from Quarters 1 and 2 and then 100% of 5% for Quarters 3 and 4.
- City of Coon Rapids will retain 10% of 5% from Quarters 1 and 2 and then 100% of 2% for Quarters 3 and 4.

In 2024, the total lawful gambling contribution from the six licensed gambling organizations equaled \$127,877.30 (see attached report for details). With the new parameters described above, the amount recommended for disbursement to Community Strength Foundation is \$99,141.64 and the amount that will then be retained by the City will be \$28,735.66.

The 2024 cumulative fund balance for the amount the City retains yearly from lawful gambling is currently \$70,848.89. As authorized by State Statute, these funds may be used for projects deemed appropriate by Council.

RECOMMENDATION

Accept the 2024 Lawful Gambling Payments Report and authorize the expenditure of \$99,141.64 to the Community Strength Foundation.

Attachments

5% and 7% Lawful Gambling Contributions - 2024

2024 5/7% Lawful Gambling Payments Received					
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
Coon Rapids Lions Club	\$ -	\$ -	\$ 1,281.56	\$ 194.08	\$ 1,475.64
Coon Rapids Mat Bandits	\$ 8,003.57	\$ 2,113.62	\$ 9,597.71	\$ 13,403.37	\$ 33,118.27
Coon Rapids Cardinals Little Le	\$ 2,692.10	\$ 1,606.02	\$ 4,408.66	\$ 4,700.82	\$ 13,407.60
Coon Rapids Youth Hockey	\$ 3,735.06	\$ 4,623.43	\$ 8,982.75	\$ 10,698.27	\$ 28,039.51
VFW Post 9625	\$ 4,740.95	\$ 3,570.72	\$ 6,481.45	\$ 5,761.78	\$ 20,554.90
Competition Cheer Spirit Boost	\$ 4,365.77	\$ 6,552.58	\$ 10,998.59	\$ 9,364.44	\$ 31,281.38
Total	\$ 23,537.45	\$ 18,466.37	\$ 41,750.72	\$ 44,122.76	\$ 127,877.30

Calculated Revenue	\$ 470,749.00	\$ 369,327.40	\$ 596,438.86	\$ 630,325.14	\$ 2,066,840.40				
5%	\$ 23,537.45	\$ 18,466.37	\$ 29,821.94	\$ 31,516.26	\$ 103,342.02				
2%	\$ -	\$ -	\$ 11,928.78	\$ 12,606.50	\$ 24,535.28	\$ 127,877.30			
	\$ 23,537.45	\$ 18,466.37	\$ 41,750.72	\$ 44,122.76	\$ 127,877.30				
							Community Strength	City	Total
							\$ 99,141.64	\$ 4,200.38	\$ 103,342.02
							0	\$ 24,535.28	\$ 24,535.28
							\$ 99,141.64	\$ 28,735.66	\$ 127,877.30

2024: Community Strength received 90% of 5% for Qtr1 and Qtr2, then 100% of 5% of Qtr3 and Qtr4. City received 10% of 5% for Qtr 1 and Qtr2, then 100% of 2% of Qtr3 and Qtr4.



City Council Regular

9.

Meeting Date: 03/04/2025

Subject: Consider Resolution 25-40 Amending the 2025 Fee Schedule to Add Fire Inspection Fee for Food Trucks

From: Joan Lenzmeier, City Clerk

INTRODUCTION

Staff recommends amending the 2025 Adopted Fee Schedule for the addition of a fire inspection fee for food trucks.

DISCUSSION

As part of the licensure of food trucks, there are required fire inspections of the vehicles/trailers that must be completed. In an attempt to streamline the fire inspection requirements in Anoka County cities, the fire departments of Coon Rapids, Blaine, Fridley, and Anoka-Champlin have agreed to a collaboration on fire inspections for mobile food vendors seeking licensure in any of those locations and that fire inspection will be honored in any of the participating municipalities.

As part of this cooperative process, the group agreed that a fire inspection fee of \$100 would cover staff costs, and that a consistent fee would mean that the workload would be spread out throughout the departments as there would be no benefit for the operators to go to a location with a lesser fee.

As part of the licensing process in each participating city, the licensing staff would require that a fire inspection report from one of the participating cities be submitted with the other required information for licensure.

RECOMMENDATION

Staff recommends Council adopt Resolution 25-40 Amending the Adopted 2025 Fee Schedule to add fire inspection fee for food trucks.

Attachments

Resolution 25-40

RESOLUTION NO. 25-40

RESOLUTION AMENDING THE CITY'S ADOPTED 2025 FEE SCHEDULE

WHEREAS, the City Council established a fee scheduled effective January 1, 2025; and

WHEREAS, the City Council has determined that it is desirable to modify the portion of the 2025 fee schedule pertaining to the Fire Department Fees section; and

NOW, THEREFORE, BE IT RESOLVED by the Coon Rapids City Council that the Adopted 2025 City Fee Schedule is amended to include the following fire inspection fee:

Fire Inspection Fee \$100

Adopted by the Coon Rapids City Council this 4th day of March 2025.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

10.

Meeting Date: 03/04/2025

Subject: Consider Resolution 25-42, Amending Budget for Golf Course Restaurant

Submitted For: Tim Anderson, Golf Pro/Manager **From:** Tim Anderson, Golf Pro/Manager

INTRODUCTION

Council is being asked to approve a budget amendment for the golf course restaurant for a replacement refrigerated work table. This item is not included in the 2025 Budget.

DISCUSSION

Staff is recommending the purchase of a replacement refrigerated work table at the golf course restaurant. The cost to replace the existing unit, including applicable sales tax, would be \$10,382. The existing refrigerated work table has difficulty maintaining the appropriate temperatures on the inside and should no longer be used. It will need to be replaced as soon as possible because continuing to operate with it may result in restaurant menu proteins being stored at a higher than recommended temperature.

The 2025 Budget includes \$15,000 for the purchase of a griddle and cooler, which staff wish to delay, in part, to offset the cost of the proposed item. Because capital outlay purchases must specifically be identified and funded per City Code 2-803, staff recommend the Golf Fund capital budget be amended to reallocate funding from the Griddle and Cooler for the purchase of a refrigerated worktable instead. A vote of at least four members of the Council is required to amend the budget.

RECOMMENDATION

Staff recommends authorization of Resolution 25-42, amending the 2025 Golf budget for the purchase of a replacement refrigerated work table.

Attachments

Resolution 25-42

RESOLUTION NO. 25-42

**RESOLUTION AMENDING THE 2025 GOLF FUND CAPITAL BUDGET FOR THE
PURCHASE OF GOLF CLUB RESTAURANT EQUIPMENT**

WHEREAS, the City operates and maintains Bunker Hills Golf Club; and

WHEREAS, Kendall's restaurant and event center is part of the Golf operation; and

WHEREAS, Section 1-700 of the City Charter provides for adoption of an annual budget, the subsequent amendments and re-appropriation of unencumbered balances for other purposes; and

WHEREAS, capital outlay purchases must specifically be identified and funded per the City Code 2-803; and

WHEREAS, the 2025 budget does not include funds for the purchase of a refrigerated worktable; and

WHEREAS, the existing unit is inadequate and has reached the end of its useful life; and

WHEREAS, the total estimated cost for a refrigerated worktable unit is \$10,382 which includes applicable sales tax; and

WHEREAS, the 2025 budget includes \$15,000 for the purchase of a Griddle and Cooler for which the City wishes to delay; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that the 2025 Golf Fund Budget be amended to reallocate \$10,382 of existing 2025 funds to purchase a refrigerated worktable.

Adopted by the Coon Rapids City Council this 4th day of March, 2025.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

11.

Meeting Date: 03/04/2025

Subject: Consider Lease Agreements for Golf Cart Fleet & GPS Units

From: Ashley Hansen, Finance Director

INTRODUCTION

Staff is recommending authorization of two 5-year lease agreements with Huntington National Bank for the purchase of new golf carts and rental of GPS units at the Golf Course.

DISCUSSION

On December 17, 2024, Council approved the purchase of a new golf cart fleet and golf cart GPS units from Versatile Vehicles. In order to complete the purchase of these items, the Council is now asked to consider a lease agreement and lease purchase agreement with Huntington National Bank.

1) Lease Agreement for Golf Cart GPS Units:

Golf Cart GPS units (Pace Technology) were only available through a lease agreement and include features such as course mapping, geo-fencing, concessions ordering and advertising opportunities. The total cost of the GPS units is \$231,000 over 5 years (\$46,200/year).

2) Lease Purchase Agreement (Finance Purchase) for Qty. 100 Golf Carts:

The existing golf cart fleet was purchased in 2021 and has reached the end of its useful life. Historically, golf carts last between 3–4 years depending on use. Staff is looking to replace the existing fleet with carts equipped with lithium-ion batteries, which come with a longer useful life. Their lithium-ion batteries use less energy, charge quicker and weigh far less than lead-acid batteries.

Staff recommends funding the new golf cart fleet through a lease purchase as it allows the City the flexibility to continue to operate with the golf carts beyond the 5th year or trade them in for what is expected to be a good price. The proposed lease purchase agreement is for a 5-year term at 5.35% and includes a \$1.00 purchase option that may be exercised at the end of the agreement. The total cost of the new fleet is \$698,677.30 over 5 years (\$139,733.46/year).

Other funding options considered included an interfund loan and the use of equipment certificates. The City has funded previous golf cart purchases using an interfund loan with the Revolving Construction Fund but would like to preserve the existing fund balance for other anticipated large projects. The City also has the option to use equipment certificates with the bond issue planned in 2025. Although this option could achieve a lower interest rate, it would also incur additional issuance costs that would offset any savings.

RECOMMENDATION

Staff recommends the City Council:

1. Adopt Resolution 25-41 Authorizing the City to enter into the Lease Agreement with Huntington Bank for Golf Cart GPS Units.
2. Adopt Resolution 25-43, Authorizing the City to enter into the Master Lease Agreement with Huntington Bank for Golf Carts.
3. Authorize the Mayor and City Manager to execute the agreements.
4. Further authorize the City Manager to execute any additional documents necessary to carry out the agreements.

BUDGET IMPACT:

The purchase of a new golf cart fleet and rental of Golf Cart GPS units are included in the 2025 budget. Payment of the proposed lease agreements will be covered by golf cart rental fees.

Attachments

Resolution 25-41

Equipment Rental Lease Agreement - GPS Units

Resolution 25-43

Equipment Lease Purchase Agreement - Golf Carts

RESOLUTION NO. 25-41

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF LEASE NO. 20000025758 DATED FEBRUARY 4, 2025 (THE “LEASE”), BETWEEN THE CITY OF COON RAPIDS, 11155 ROBINSON DR NW, MINNAPOLIS, ANOKA, MN 55433-3761 AND THE HUNTINGTON NATIONAL BANK, 11100 WAYZATA BLVD, STE 700, MINNETONKA, MN 55305; AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH

WHEREAS, the City of Coon Rapids, (the “Lessee”) is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of MN; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of the Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the “Lessor”) shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF COON RAPIDS:

Section 1. The Lease, in substantially the form as presented before the governing body of the Lessee, is hereby approved, and the City Manager of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of the Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform duties of the Lessee with respect to the Lease.

Section 3. The Lessee’s obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness within the meaning of the Constitution and laws of the State of MN.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

Adopted by the Coon Rapids City Council this 4th day of March, 2025.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



LEASE AGREEMENT (EQUIPMENT RENTAL)

This "Lease": Lease Agreement Number 20000025758 Dated February 4, 2025
"Lessee"
City of Coon Rapids, 11155 Robinson Dr NW, Minneapolis, Anoka, MN, 55433-3761
E-mail:
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Ste 700, Minnetonka, MN, 55305
E-mail: EFCustomerService@huntington.com

Number of Rental Payments	Rental Payments	Advances
54	A monthly payment of \$7,700.00 (the "Standard Payment") is due each May, June, July, August, September and October until a total of 30 Standard Payments have been made. A payment of \$0.00 is due each November, December, January, February, March and April. The Total Number of Payments includes both the Standard Payment Months and the \$0 Payment Months. The first due date for a "Standard Payment" will be determined by Lessor based on the date it pays the Equipment supplier. (Plus any applicable taxes ¹)	First: \$0.00 Last: \$0.00 Total: \$0.00

EQUIPMENT LOCATION & DESCRIPTION:

12800 Bunker Prairie Rd NW, Minneapolis, Anoka, MN, 55448-1412:
(100) 2025 Pace 10EXtogether with all attachments and accessories thereto

¹ The Rental Payments do not include "up-front" sales or use taxes that may be imposed and due at the inception of the Lease. See Section 2 for additional information and terms.

TERMS AND CONDITIONS --READ CAREFULLY BEFORE SIGNING

- RENTAL:** Lessor rents to Lessee and Lessee rents from Lessor the equipment, furniture, fixtures, machinery, inventory, goods and software, as such terms are defined under the Uniform Commercial Code ("UCC"), described above and in any schedule made a part hereof, together with all replacements, replacement parts, repairs, returns, substitutions, additions, accessories, and accessions incorporated therein or attached thereto (collectively, "Equipment"), upon the terms and conditions set forth herein. The parties intend this Lease to be governed by Article 2A of the UCC. Pursuant to Article 2A, Lessee is entitled to the promises and warranties, including those of any third party, provided to Lessor by the Equipment supplier. Lessee may contact the Equipment supplier and receive an accurate and complete statement of the promises and warranties, including any disclaimers and limitations of them or of remedies.
- PAYMENTS:** Other than as set forth in a rider hereto, rental payments are due monthly, beginning the date designated by Lessor and continuing on the same day of each month thereafter for the number of payments shown above. Lessor may change the payment by not more than 10% in the event of price changes, changed order, etc. Security deposit is refundable upon expiration of this Lease provided all terms and conditions of this Lease have been fulfilled. Security deposit and payments may be commingled and do not earn interest. Lessee may from time to time make telephonic requests for, and Lessee hereby authorizes, Lessor or its agents to make and draw checks or drafts on a checking account to be designated by Lessee, payable to Lessor or order, to pay rent and other amounts due hereunder, plus Lessor's standard per item fee for making and drawing such check or draft not to exceed the maximum amount permitted by law. Lessor may rely on any such request made by a person it believes has authority to make such request on behalf of Lessee. Lessee acknowledges that the Rental Payments do not include any "up-front" sales or use taxes (due at Lease inception) that Lessee elects to finance in conjunction with other financing under this Lease ("Financed Taxes"). If applicable, Lessor will adjust the Rental Payment amount to include the Financed Taxes (inclusive of any applicable fees), and such adjustment will be calculated by amortizing the Financed Taxes over the term of the Lease using the same rate provided in this Section 2 (or as reasonably determined by Lessor). Lessee acknowledges and agrees that any adjustment to the Rental Payments made by Lessor pursuant to this Section 2 shall be due and paid by Lessee in accordance with this Lease, whether made with or without a written amendment, and, Lessee will promptly sign an amendment if so used.
- EQUIPMENT ACCEPTANCE:** Lessee shall have accepted the Equipment for purposes of this Lease upon, at Lessor's option, either: (a) Lessee's verbal verification to Lessor that the Equipment has been delivered and is acceptable; or (b) Lessee's delivery of a signed delivery and acceptance certificate to Lessor. Lessee represents that any agent of Lessee who verifies delivery and acceptance of the Equipment, either verbally or in writing, has actual authority to do so. Upon Lessor's acceptance of this Lease, THIS LEASE SHALL BE NON-CANCELABLE, and Lessee's obligations hereunder shall not abate for any reason.
- DISCLAIMER OF WARRANTIES:** THE EQUIPMENT IS BEING RENTED IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT. LESSEE HAS SELECTED THE EQUIPMENT BASED UPON ITS OWN JUDGMENT AND ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, OR OTHERWISE. No broker, equipment supplier, or other person (other than an employee of Lessor) is an agent of Lessor.
- GOVERNING LAW; VENUE OF LITIGATION:** THIS LEASE, AND ALL MATTERS ARISING FROM THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BUT THE LAWS OF THE STATE OF LESSEE'S ORGANIZATION (EXCLUDING

CONFLICTS LAWS). TO THE EXTENT PERMITTED BY LAW, LESSEE HEREBY WAIVES ITS RIGHT TO A JURY TRIAL. LESSOR OR ITS ASSIGNEE AT ITS SOLE DISCRETION MAY ENFORCE THIS LEASE IN ANY STATE OR FEDERAL COURT HAVING LAWFUL JURISDICTION THEREOF.

6. **SECURITY AGREEMENT:** In the event this Lease is determined to be governed by Article 9 of the UCC, Lessee hereby grants Lessor a security interest in all Equipment financed by or rented from Lessor, of any kind or nature whatsoever, wherever located, whether now owned or hereafter acquired, and all returns, reposessions, substitutions, replacement parts, accessories, and accessions thereto and thereof, and all proceeds thereof, to secure all present and future obligations of Lessee to Lessor, of every type and description and howsoever evidenced. This Lease shall be construed so that interest, the applicable interest rate and other charges shall not exceed that allowed by applicable law, and any payment that otherwise would be deemed unlawful will be applied first to prepay principal and then refunded to Lessee.
7. **APPOINTMENT OF ATTORNEY IN FACT:** Lessee authorizes Lessor, its successors and assigns to cause this Lease, or any other document(s) showing the interest of Lessor, including but not limited to UCC financing statements, to be authenticated and filed or recorded. In addition, Lessee appoints Lessor, its successors and assigns, as Lessee's attorney-in-fact (1) to arrange for property damage coverage under a policy of insurance and to transmit Lessee's premium payments to the insurer on behalf of Lessee, (2) to deal with and to direct any insurer as to any matter concerning the claim for, disposition of, and/or application of proceeds from any policy of insurance, and (3) to receive payments and execute and endorse all documents, checks, drafts, or other instruments necessary or advisable to secure payments due under any policy of insurance. Lessee authorizes Lessor to make non-substantive changes hereto, including but not limited to Lessee's legal name. These appointments and authorizations shall be continuous. Nothing in this paragraph shall relieve Lessee of its duty to procure required insurance, to make timely insurance claims, and to otherwise cooperate with insurance carriers and Lessor in seeking insurance coverage and recoveries.
8. **UNCONDITIONAL OBLIGATION:** Lessee agrees to be unconditionally obligated to pay all payments and other amounts due hereunder no matter what happens, even if the Equipment is damaged or destroyed, if it is defective, if Lessee no longer can use it, or if the manufacturer or supplier ceases doing business or cannot service and/or support the Equipment, and irrespective of any set-off, counterclaim, defense, or other right which Lessee may have against Lessor or any other person.
9. **USE:** Lessee agrees that the Equipment will be used for business purposes only and such use shall be in compliance with all applicable laws. Lessee shall maintain the Equipment in good repair and working order at Lessee's sole expense.
10. **TAXES:** Lessee agrees to pay all taxes, fees, and governmental charges related to this Lease, which during the term of this Lease or at any time thereafter may be imposed. If Lessor pays any of the above for Lessee, Lessee agrees to reimburse Lessor on demand, plus interest. Lessor shall not be obligated to contest any valuation of or tax imposed on the Equipment or this Lease.
11. **INDEMNITY:** To the extent permitted by law, Lessor is not responsible for any losses or injuries caused by the Equipment, and Lessee agrees to indemnify Lessor with respect to all claims for losses imposed on, incurred by, or asserted against Lessor, including attorneys' fees and expenses plus interest, where such claims in any way relate to the Equipment, whether or not caused in whole or in part by the negligence of Lessee. Further, Lessee shall, if requested by Lessor, defend Lessor against any claims for losses or injuries caused by the Equipment, including but not limited to any claim arising out of strict liability in tort. This provision shall survive the cancellation, termination or expiration of this Lease.
12. **INSURANCE:** Lessee shall keep the Equipment insured against loss for not less than its replacement cost or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, and shall carry public liability insurance, both personal injury and property damage. Lessee shall name Lessor as an additional insured and as loss payee. If Lessee fails to procure insurance, Lessor may obtain same and pay the amount due thereon. Lessee shall reimburse Lessor upon demand and, if required by Lessor, shall pay interest on such sums due and owing at a rate of up to 18% per annum, but in no event more than the maximum rate permitted by law. With respect to any policy obtained by Lessor, Lessor may charge a monthly administrative fee. Any insurance proceeds received with respect to the Equipment will be applied, at the option of Lessor, to repair, restore, or replace the Equipment, or to pay Lessor the remaining balance and any other amounts payable hereunder.
13. **LATE CHARGES:** If Lessee is delinquent in paying any sum due, Lessee shall pay a charge to offset collection expenses on such delinquent payment of \$25.00 or an amount of up to ten percent (10%) of the payment amount that is past due, whichever is greater, but in no event more than allowed by applicable law. In addition, Lessor will impose a surcharge of up to \$30 or the maximum allowed under applicable law for any dishonored payment.
14. **DEFAULT:** Any of the following constitute default: (1) Lessee fails to pay any sum due Lessor; (2) Lessee fails to observe or perform any other term of this Lease; (3) Lessee encumbers or disposes of the Equipment without Lessor's written consent; (4) The filing by or against Lessee or any guarantor of Lessee's obligations to Lessor ("Guarantor") of a petition under the Bankruptcy Code or any other insolvency law; (5) The voluntary or involuntary commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Lessee's or a Guarantor's affairs, or Lessee or a Guarantor, if applicable, ceases doing business of going concern; (6) Any representation or warranty made by Lessee or a Guarantor in connection herewith proves to have been materially misleading; (7) Lessee is in default under any other contract or agreement with Lessor; (8) any Guarantor repudiates or attempts to revoke any guaranty of Lessee's obligations to Lessor related to this Lease.
15. **REMEDIES:** Upon an occurrence of default, Lessor may exercise one or more of the following remedies: (1) Declare due, sue for, and receive from Lessee the sum of all payments and other amounts then due and owing in the current fiscal year under this Lease or any schedule hereto, (2) Require Lessee to return the Equipment at its own expense to any reasonable location Lessor designates; (3) Cancel or terminate this Lease or any other agreement between Lessee and Lessor; (4) Charge Lessee interest on all monies due hereunder from and after the date of default at the rate of 18% per annum, compounded monthly until paid in full, but in no event more than the maximum rate permitted by law; (5) Charge Lessee for any other amounts provided for in this Lease. In addition, Lessor may use any other remedies available to it under applicable law. These remedies will be applied, to the extent allowed by law, cumulatively. No delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of this Lease. A waiver of default shall not be construed as a waiver of any other or subsequent default. In addition to all of Lessor's other rights and remedies, Lessee agrees to pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising or attempting to exercise any of its rights or remedies. If appropriate in the circumstances, remedies will include those available under Article 9 of the UCC.

16. **ASSIGNMENT:** Lessee may not sublet, lend, assign, or pledge this Lease, the Equipment, or any interest in either, or permit any lien or security interest thereon. Any and all of Lessor's interest and rights in the Equipment and under this Lease may be assigned, pledged, or otherwise disposed of, without notice to Lessee. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any and all obligations assigned to such assignee, and all references herein to "Lessor" shall include Lessor's assignee, except that said assignee shall not be chargeable with any obligations or liabilities of Lessor hereunder. Lessee will not assert against Lessor's assignee any defense, counterclaim or setoff on account of breach of warranty or otherwise in any action for payment or for possession brought by Lessor's assignee. Any assignment of this Lease by Lessee, whether or not permitted by Lessor, shall not release Lessee from its obligations hereunder.
17. **RETURN OF EQUIPMENT:** At the end of the original term of this Lease, or if this Lease is terminated under Section 19, Lessee must return the Equipment at its own expense, to Lessor or to a third-party designated by Lessor, and as applicable, the following must be true: All safety equipment must be in place and meet applicable federal, state and other governmental standards; All covers and guards must be in place with no sheet metal, plastic or cowl damage; All parts, pieces, components and optional equipment must be present, installed and operational; All accessories shall be returned in proper order; All motors shall operate smoothly without overheating and shall have good bearings and bushings; All electronic controls shall operate per manufacturers' specifications; Controls which bypass normal operations shall be repaired at Lessee's expense; All electrical systems shall be able to provide electrical output as specified by the manufacturer; All batteries shall be in good, safe operating condition with no dead cells or cracked cases; Batteries shall hold a charge and provide adequate power to operate the Equipment; All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; All oil and grease seals must contain lubrication in the manufacturer's designed reservoir; All Equipment must have a relatively clean appearance; All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals; All Equipment shall be free from structural damage or bent frames; Any usage or metering devices must not have been altered in any way; All Equipment attachments, if any, must be in good operating condition; All hydraulic cylinders must not be bent, nicked, gouged or leaking. If the Equipment is an electric golf car, then in addition to the above return provisions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. Additionally, all Equipment must be able to complete the following tests: operate normally in forward and reverse directions through all its speed ranges or gears, steer normally right and left in both forward and reverse, have all functions and controls work in a normal manner, be able to stop with its service brakes in a safe distance in both forward and reverse, operate without leaking any fluids, perform its designed functions in a satisfactory manner, and all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Lease with regard to any Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for a particular piece of Equipment shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Equipment as of the date of payment of the Stipulated Loss Value, plus (ii) all rent not yet due for the Equipment for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the Equipment's "Anticipated Residual Value" as determined by Lessor's books as of the date of this Lease. **##CS_FLD_GolfReturnProvisions##** Failure to do so, and at Lessor's sole discretion, is a default under this Lease, and in all cases will result in automatic conversion of this Lease to a month-to-month rental agreement on the same terms. Conversion to a month-to-month rental agreement shall not operate to waive any of Lessor's rights herein.
18. **REPRESENTATIONS AND WARRANTIES:** Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.
19. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under this Lease as of the effective date of such termination, Lessee may terminate this Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under this Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of the original term of this Lease as permitted under the terms of this Lease or as set forth herein or in any schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in this Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of

Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under this Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of this Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.

20. **DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS:** Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Lease, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.
21. **EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY):** At the end of the original term of the Lease, Lessee shall remit to Lessor \$5.00 per hour on each piece of Equipment that has hourly use in excess of the maximum hours as indicated above. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of a particular item of Equipment shall be determined by the hour meter attached to said Equipment, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of such Equipment during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment. If this Lease terminates or is cancelled prior to the end of the original term of the Lease, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or original term of the Lease, as applicable.
22. **LESSEE WAIVERS:** To the extent permitted by law, Lessee waives all rights and remedies against Lessor provided by Article 2A or Article 9 of the UCC or other applicable law, including but not limited to any right which requires Lessor to sell, lease, or otherwise use any Equipment to reduce Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies. Any action against Lessor for any default, including breach of warranty or indemnity, must be started within one (1) year after the event which caused it. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay, or failure to deliver the Equipment.
23. **GENERAL:** This Lease may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Lease and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Lease shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Lease constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Lease can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this Lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version. If Lessor permit Lessee to deliver this Lease or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's electronic or "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's electronic or "wet ink" signature shall limit or modify the representations and agreements set forth above. This Lease shall inure to the benefit of and is binding upon the parties and their heirs, personal representatives, successors, and assigns. This Lease represents the entire agreement between the parties, superseding all prior or contemporaneous negotiations, discussions, understandings, or agreements pertaining to the subject matter hereof. This Lease shall not be modified without Lessor's written consent. If any provision of this Lease is deemed unenforceable, then such provision shall be deemed deleted and all other provisions of this Lease shall remain in full force and effect. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease. On written request, Lessor will identify any reporting agency used for such a report. Lessee agrees that Lessor may receive from and disclose to other persons, including credit reporting agencies and respective equipment vendors and suppliers, information about Lessee's accounts and credit experience. Lessee hereby authorizes any person to release to Lessor credit experience and account information relating to Lessee. Lessee shall execute and deliver to Lessor such other documents and provide such information, including information identifying the owners of Lessee and its affiliates and their respective ownership interests, as Lessor may reasonably deem necessary to comply with laws or regulations applicable to Lessor or Lessee, including laws and regulations requiring Lessor to obtain Lessee's certification of its beneficial owner(s) prior to making payment(s) to Lessee during or after the term of this Lease. Under federal law, Lessor must obtain, verify and record identifying information for each person opening an account. Lessor will ask for Lessee's name, address, date of birth and other identifying information. Lessor may also ask for Lessee's driver's license or other identifying documents. This Lease shall not be deemed terminated until Lessee has fulfilled all obligations herein. Time is of the essence for all purposes of this Lease.

ADDITIONAL TERMS AND CONDITIONS

Lessee acknowledges having read the terms and conditions printed above, and unconditionally agrees to same. Lessee requests that Lessor countersign this Lease and requests and hereby authorizes Lessor to pay the Equipment vendor/manufacture.

Lessor The Huntington National Bank By: _____ Title: _____

Lessee City of Coon Rapids By: _____ Jerry Koch, Mayor

By: _____ Matt Stemwedel, City Manager

THIS LEASE IS NOT BINDING UNTIL ACCEPTED BY LESSOR



CERTIFICATE OF INCUMBENCY
LEASE NO. 20000025758
DATED AS OF February 4, 2025

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Coon Rapids (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of MN, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



ADDITIONAL INFORMATION
REGARDING YOUR ACCOUNT AND THE EQUIPMENT

The "Contract": Lease Number 20000025758 dated February 4, 2025
"Lessee"
City of Coon Rapids, 11155 Robinson Dr NW, Minneapolis, Anoka, MN, 55433-3761
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Ste 700, Minnetonka, MN, 55305

Equipment Description and Location:

Description (including features)	Location
(100) 2025 Pace 10EX, S/N # together with all attachments and accessories thereto	12800 Bunker Prairie Rd NW, Minneapolis, Anoka, MN, 55448-1412

***PLEASE COMPLETE ALL SECTIONS BELOW ***

Automated Clearing House ("ACH") Payments (check one box below):

- ☐ Previous contracts are on ACH, please continue ACH on this Contract.
- ☐ Do NOT setup this Contract on ACH (this option may be selected unless ACH is required by Lessor)
- ☐ Please setup ACH on this Contract (this option to be selected if you would like ACH to apply to this Contract or if Lessor requires ACH.)
If Lessor requires ACH, the box will automatically be checked.

Billing Address: 11155 Robinson Dr NW, Minneapolis, Anoka, MN, 55433-3761

- ☐ If billing address is different than above, list the correct billing address: _____
- ☐ Billing Email Address: If Different, Enter Correct Email Address: _____
- ☐ For this contract only ☐ All contracts

Equipment Location and Vehicle Titling Location:

- ☐ The Equipment will be located at the Equipment Location(s) stated above or on Exhibit A; provided that if any Equipment is motor vehicles, such vehicles will be titled in the titling office for the Equipment Location stated above or on Exhibit A.
- ☐ The Equipment will be located at: _____
(If multiple locations, attach a list indicating by item of Equipment the City, State and County where such item will be located)
and the vehicles will be titled in: _____ (State) _____ (City) _____ (County)
(If multiple vehicles titled in multiple states, attach a list indicating by VIN the State, City and County each vehicle will be titled)

Tax Status (LEASE TRANSACTIONS ONLY):

1. Sales/Use Tax: (check one)

- ☐ Subject to Sales and Use Tax. (Tax will be based on the state where the Equipment/Vehicle is located).
- ☐ Exempt from sales and use tax, for the following reason: _____
- ☐ Exemption Certificate Attached
- ☐ Valid Exemption Certificate already on file with Lessor.

If you are exempt from sales tax, you MUST provide exemption certificate or you will automatically be charged sales tax

2. Heavy Vehicle Use Tax: Some vehicles are liable for Heavy Vehicle Use Tax, filed on Federal Form 2290. Lessor does not file this return. If you determine the vehicle(s) is liable for this tax, you should include it on your own Form 2290. Failure to report a taxable vehicle may prevent you from obtaining licenses or tabs.

Personal Property Tax: If the Equipment is located in a state or locality that requires reporting of the Equipment on a personal property tax return, Lessor will report the Equipment on its own return and bill you for taxes due.

Acknowledged by:

Lessee City of Coon Rapids

By: _____

Matt Stemwedel, City Manager



DELIVERY AND ACCEPTANCE CERTIFICATE

The "Lease": Equipment Schedule Number 20000025758 Dated February 4, 2025 to Master Lease Number MLA24301 Dated February 3, 2025
"Lessee"
City of Coon Rapids, 11155 Robinson Dr NW, Minneapolis, Anoka, MN, 55433-3761
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Ste 700, Minnetonka, MN, 55305

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not the Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER.

Acceptance Date: _____

Lessee City of Coon Rapids

By: _____

Matt Stemwedel, City Manager

RESOLUTION NO. 25-43

A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. MLA24301 DATED FEBRUARY 4, 2025 AND SCHEDULE NO. 20000024301 THERETO, TOGETHER WITH THE RELATED ESCROW AGREEMENT, IF ANY (THE “LEASE”), IN PRINCIPAL NOT TO EXCEED \$620,000 BETWEEN THE CITY OF COON RAPIDS, 11155 ROBINSON DR NW, MINNAPOLIS, ANOKA, MN 55433-3761 AND THE HUNTINGTON NATIONAL BANK, 11100 WAYZATA BLVD, STE 700, MINNETONKA, MN 55305; AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH

WHEREAS, the City of Coon Rapids, (the “Lessee”) is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of MN; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of the Lease for the purpose of leasing with the option to purchase the property designated and set forth in Schedule No. 20000024301 to the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the “Lessor”) shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF COON RAPIDS:

Section 1. The Lease, in substantially the form as presented before the governing body of the Lessee, is hereby approved, and the City Manager of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of the Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness within the meaning of the Constitution and laws of the State of MN.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. Lessee reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the calendar year and hereby designates the Lease as "qualified tax-exempt obligation" for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

Adopted by the Coon Rapids City Council this 4th day of March, 2025.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



**MINNESOTA RIDER TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. MLA24301 Dated February 4, 2025**

This Rider to that certain Master Equipment Lease Purchase Agreement No. **MLA24301** together with all Exhibits and this Rider, the "Agreement") dated as of **February 4, 2025** between **THE HUNTINGTON NATIONAL BANK** (together with its successors and assigns, "Lessor"), and **CITY OF COON RAPIDS** (together with its successors and assigns, "Lessee"), is incorporated in Minnesota and is hereby made a part of the Agreement.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Agreement and that the following changes and additions shall be made to the Agreement:

1. **Section 6.01** of the Agreement is hereby deleted and the following **Section 6.01** is hereby inserted in lieu thereof:

Section 6.01. Title to the Equipment in Lessor. During any Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications that is subject to any Lease will vest in Lessor, except for those modifications that are added to the Equipment by Lessee and that may be removed without damaging the Equipment. Lessee will not have any right, title or interest in the Equipment except as expressly set forth in this Agreement. Upon (a) any termination of that Lease other than termination pursuant to **Section 10.01** (including but not limited to any termination pursuant to **Section 3.05**) or (b) the occurrence of an Event of Default with respect to any Lease, Lessee will immediately surrender possession of the Equipment subject to that Lease to Lessor. Upon the exercise of the purchase option under any Lease by Lessee pursuant to **Section 10.01**, title to the Equipment subject to that Lease will immediately and without further action by Lessor vest in Lessee. It is the intent of the parties hereto that any transfer of title to Lessee pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessor will, nevertheless, execute and deliver any such instruments as Lessee may request to evidence such transfer.

Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each escrow fund established under any related escrow agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

2. **Section 6.02** of the Agreement is hereby deleted.

Except as specifically set forth in this Rider, all terms and conditions contained in the Agreement remain in full force and effect and are hereby ratified and confirmed.

Lessor	The Huntington National Bank	By: _____	Title: _____
Lessee	City of Coon Rapids	By: _____	Jerry Koch, Mayor
		By: _____	Matt Stemwedel, City Manager



MASTER LEASE AGREEMENT

This "Master Lease": Master Lease Agreement Number MLA24301 Dated February 4, 2025	
Lessee: City of Coon Rapids, 11155 Robinson Dr NW, Minneapolis, Anoka, MN, 55433-3761	Lessor: The Huntington National Bank, 11100 Wayzata Blvd, Ste 700, Minnetonka, MN, 55305
Email: ahansen@coonrapidsmn.gov	Email: EFCustomerService@huntington.com

Terms and Conditions – READ CAREFULLY BEFORE SIGNING

The Huntington National Bank ("Lessor") and Lessee hereby enter into this Master Lease to establish the terms and conditions that will govern Equipment purchases and Equipment Schedules (each a "Schedule") that Lessor may finance for Lessee. Each Schedule shall be considered a separate lease pursuant to the terms of this Master Lease. The term "Lease" as used herein shall mean a Schedule incorporating therein the terms and conditions set forth in this Master Lease. In the event of a conflict between the terms of any Schedule and the terms of this Master Lease, the terms of the Schedule shall control. The Equipment, payment terms, and other pertinent information will be set forth in each Schedule. Lessee understands that among other factors, its current ownership forms part of the basis for extending credit under this Master Lease. Lessee agrees to immediately advise Lessor if there is any adverse change in Lessee's financial condition during the term of this Master Lease. Capitalized terms have the meaning given to them in this Master Lease or in a Schedule.

1. LEASE: These Terms and Conditions apply to all Leases entered into between Lessor and Lessee. Each Lease will cover the equipment, fixtures, inventory, goods and software, as such terms are defined under the Uniform Commercial Code ("UCC"), described in the applicable Schedule, together with all replacements, replacement parts, repairs, returns, substitutions, additions, accessories, and accessions incorporated therein or attached thereto (collectively, the "Equipment"). The parties intend each Lease that is in substance a lease to be a "finance lease" under Article 2A of the UCC. Pursuant to Article 2A, Lessee is entitled to the promises and warranties, including those of any third party, provided to Lessor by the Equipment supplier. Lessee may communicate with the supplier of the Equipment and receive an accurate and complete statement of said promises and warranties, including any disclaimers and limitations of them or of remedies.

2. PAYMENTS: Lessee agrees to pay Lessor rental payments during the initial Lease term as specified in the applicable Schedule. Unless otherwise noted in a Schedule, the initial term rental payments are due monthly, beginning on the date designated by Lessor, and continuing on the same day of each month thereafter for the number of months shown in the Schedule. Lessee shall also pay a partial/interim payment in the amount equal to 1/30 of the monthly rental payment for each day between the dates Lessee accepts the first item of Equipment under a Lease until the due date of Lessee's first Lease rental payment, payable on such rental payment date. Security deposits are refundable provided all Lessee's obligations under a Lease have been fulfilled. Security deposits may be commingled with payments and do not earn interest. Lessee understands that the rental payment shown on a Lease is based on an estimate of the Total Cost (as such amount is stated on any applicable Schedule) Lessor must pay for the Equipment, including but not limited to any delivery and installation charges. Lessee agrees that Lessor may adjust the periodic rental payment under a Lease up to 10% to reflect any additional costs incurred by entering into a Lease. Lessor agrees to provide Lessee written notice detailing any such additional costs. Lessee agrees to pay Lessor a

surcharge of up to \$30 or the maximum allowed under Minnesota law for any dishonored payment.

3. DISCLAIMER OF WARRANTIES: THE EQUIPMENT IS BEING LEASED IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT. LESSEE HAS SELECTED THE EQUIPMENT BASED UPON ITS OWN JUDGMENT AND ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION, PERFORMANCE, OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, OR OTHERWISE.

4. NO AGENCY: Lessee understands and agrees that neither the manufacturer nor supplier of the Equipment, nor any sales representative or other agent of manufacturer or supplier, nor any broker or other person have authority to act on behalf of the Lessor unless expressly set forth in this Master Lease.

5. TAXES: Lessee agrees to comply with all laws, regulations, and orders relating to each Lease, this Master Lease, and the Equipment. Lessee agrees to pay all taxes, fees, and governmental charges related to this Master Lease, a Lease, or the Equipment, which may now or hereafter be imposed. If Lessor pays any of the above for Lessee, Lessee agrees to reimburse Lessor on demand, plus interest, at a rate of up to 18% per annum, but in no event more than the maximum rate permitted by law. Lessor shall not be obligated to contest any valuation of or tax imposed on the Equipment, this Master Lease, or a Lease. At Lessor's option, Lessor may reasonably estimate personal property taxes that will be assessed against the Equipment during each succeeding tax year. Lessee agrees to remit to Lessor such estimates when billed. Any such amounts remitted to Lessor shall be credited by Lessor against Lessee's obligations under this paragraph. Lessee will remain obligated in the event such amounts are insufficient to fully pay the amount of any tax actually assessed. At Lessor's sole discretion, any surplus will be either credited to Lessee's other obligations or returned to Lessee, if requested. Upon request by Lessor, Lessee agrees to timely file on Lessor's behalf, all requested tax returns and reports concerning the Equipment in form satisfactory to Lessor, with all appropriate governmental agencies and to mail concurrently a copy to Lessor a copy of the same. The obligations arising under this paragraph shall survive payment of all other obligations herein and the cancellation or termination of this Master Lease and/or a Lease.

6. USE; INSPECTION: Lessee agrees that the Equipment will be used lawfully and for business purposes only and that it will be operated in accordance with applicable manufacturer's instructions. Lessee shall maintain the Equipment in good repair and working order, at Lessee's sole expense. Lessor shall have the right during normal business hours to enter upon Lessee's premises for the purpose of confirming the condition and proper maintenance of the Equipment. The Equipment shall be and remain based at the location noted on the applicable Schedule, but may be temporarily relocated elsewhere in the ordinary course of Lessee's business. At Lessee's own cost and expense, Lessee will keep the

Equipment eligible for any manufacturers' certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. Lessee will not make any alterations, additions or replacement to the Equipment without Lessor's prior written consent. All alterations additions and replacement will become part of the Equipment and Lessor's property at no cost or expense to Lessor. Unless Lessee purchases the Equipment in accordance with a Lease, at the end of a Lease, Lessee must immediately deliver the Equipment to Lessor in as good condition as when Lessee received it, except for ordinary wear and tear, to any place in the United States that Lessor designates. In addition, Lessee agrees that the Equipment being returned must meet the Standard Equipment Return Conditions as defined in this Master Lease. Lessee must pay all expenses of de-installing, crating, shipping, and Lessee will insure the Equipment for its full replacement value during shipping.

7. EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY): At the end of the initial rent payment period, Lessee shall remit to Lessor \$5.00 per hour on each item of Equipment that has hourly use in excess of the maximum hours per year indicated on the applicable Schedule. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of an item of Equipment shall be determined by the hour meter attached to said item of Equipment, provide that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of the Equipment during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment.

8. STANDARD EQUIPMENT RETURN CONDITIONS: **A.** Notwithstanding anything to the contrary in this Master Lease or a Lease, and in addition to the terms and conditions contained herein, Lessee shall, at Lessee's sole cost and expense, return all, (not part) of such Equipment to Lessor's designee immediately upon expiration of the initial Lease term and with respect to each item of Equipment, as applicable, the following must be true: *All safety equipment must be in place and meet applicable federal, state and other governmental standards. *All covers and guards must be in place with no sheet metal, plastic or cowling damage. *All parts, pieces, components and optional equipment must be present, installed and operational. *All accessories shall be returned in proper order. *All motors shall operate smoothly without overheating and shall have good bearings and bushings. *All electronic controls shall operate per manufacturers' specifications. Controls which bypass normal operations shall be repaired at Lessee's expense. *All electrical systems shall be able to provide electrical output as specified by the manufacturer. *All batteries shall be in good, safe operating condition with no dead cells or cracked cases. Batteries shall hold a charge and provide adequate power to operate the Equipment. *All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches. *All oil and grease seals must contain lubrication in the manufacturer's designed reservoir. *All Equipment must have a relatively clean appearance. *All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals. *All Equipment shall be free from structural damage or bent frames. *Any usage or metering devices must not have been altered in any way. *All Equipment attachments, if any, must be in good operating condition. *All hydraulic cylinders must not be bent, nicked, gouged or leaking. *Any Equipment with reel cutting units shall be returned within standard service life specifications, defined as the factory reel diameter, less 0.5 inches (5 inch reels) and 0.4 inches for any larger diameter reels. *If the Equipment is an electric golf car, then in addition to the other Standard Equipment Return Conditions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. **B. Return Performance:** Each item of Equipment must be

able to complete the following tests: *Operate normally in forward and reverse directions through all its speed ranges or gears. *Steer normally right and left in both forward and reverse. *Have all functions and controls work in a normal manner. *Be able to stop with its service brakes in a safe distance in both forward and reverse. *Operate without leaking any fluids. *Perform its designed functions in a satisfactory manner. *All cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. **C. Required Purchase:** If any item of Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Master Lease and/or a Lease with regard to any item of Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such item of Equipment. The "Stipulated Loss Value" for particular Equipment shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Equipment as of the date of payment of the Stipulated Loss Value, plus (ii) all future payments under the Lease with respect to such Equipment, plus (iii) the greater of (A) the then estimated FMV (as hereafter defined) of such Equipment as of the end of the initial Lease term for such Equipment (assuming no loss or damage), or (B) the estimated residual value of such Equipment at the end of the initial Lease term, as set forth in Lessor's books and records. If the Equipment financed is Golf Cars or Golf Carts, the Return Condition Standards are as follows: (a) Equipment must start, stop, and turn properly; (b) Mechanically, all Equipment must be in operable condition upon return and capable of being driven onto a transporter; (c) Cosmetically, all Equipment and component parts are to be returned operable and complete according to the original state, reasonable wear and tear expected; (d) All equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; (e) All gauges will be operative and all fluid levels to manufacturer's specifications; and, (f) if the Equipment is an electric golf car, then in addition to the other Return Condition Standards: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and, (iii) each golf car must include operable battery chargers. Any missing Equipment and parts or damage to the Equipment will result in a separate billing at replacement cost or fair market value.

9. EVENTS OF DEFAULT: Any of the following constitute default under a Lease: (1) Lessee fails to pay any sum due Lessor under such Lease; (2) Lessee fails to observe or perform any term or condition of this Master Lease or such Lease; (3) Lessee encumbers or disposes of the Equipment subject to such Lease without Lessor's written consent; (4) The filing by or against Lessee, any guarantor of Lessee's obligations to Lessor ("Guarantor") of a petition under the Bankruptcy Code or any other insolvency law; (5) The voluntary or involuntary commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Lessee's or a Guarantor's affairs, or Lessee or a Guarantor, if applicable, ceases doing business as a going concern; (6) Any representation or warranty made by Lessee or a Guarantor in connection with this Master Lease or such Lease proves to have been materially misleading; (7) Lessee or any Guarantor shall divide or shall consolidate with, merge into or transfer all or substantially all its assets to another entity or individual; (8) Lessee is in default under any other Lease, contract or agreement with Lessor; or (9) any Guarantor repudiates or attempts to revoke any guaranty of Lessee's obligations to Lessor.

10. REMEDIES: Upon an occurrence of default under a Lease, Lessor may exercise one or more of the following remedies: (1) Declare due, sue for, and receive from Lessee the sum of all payments and other amounts then due and owing under this the Lease, plus (a) the present value of the sum of payments for the unexpired term of the Lease, discounted at the rate of 3% per annum, and (b) the anticipated value of the Equipment at the end of the initial payment term or applicable renewal term of the Lease, as set forth in Lessor's books and records (but in no event less than 15% of the Total Cost (as such amount is stated on any applicable Schedule)), or (c) at Lessor's sole option, in lieu of (a) and/or (b) above, the accelerated balance of payments for the unexpired term of the Lease; (2) Accelerate the

payments of any other agreement or Lease between Lessee and Lessor in the same manner as set forth in clause (1) above; (3) Require Lessee to return the Equipment and/or the Additional Collateral, at its own expense to any reasonable location Lessor designates; (4) Cancel or terminate the Lease or any other Lease or agreement between Lessee and Lessor; (5) Charge and collect from Lessee all other amounts due and owing under this Master Lease; (6) Charge Lessee interest on all monies due hereunder from and after the date of default at the rate of 18% per annum, compounded monthly until paid in full, but in no event more than the maximum rate permitted by law; (7) Charge Lessee (A) an administrative fee to offset collection expenses on any delinquent payment, of \$25.00 or an amount of up to 10% of the payment amount that is past due, whichever is greater, but in no event more than allowed by applicable law, and (B) the fees and expenses of any collection agency or attorneys employed by Lessor to collect said payments. In addition, Lessor may use any other remedies available to it under applicable law.

These remedies will be applied, to the extent allowed by law, cumulatively. No delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of a Lease. A waiver of default shall not be construed as a waiver of any other or subsequent default. In addition to all of its other rights and remedies Lessee agrees to pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising or attempting to exercise any of its rights or remedies. If a Lease is deemed to create a security interest, remedies will include those available under Article 9 of the UCC.

11. LOSS OR DAMAGE: Lessee shall bear all risk of loss associated with an item of Equipment, including the theft, destruction, or damage. No such loss shall relieve Lessee from any of its obligations under this the applicable Lease. In the event of any loss with respect to any particular Equipment, Lessee shall, at Lessor's option: (a) place such Equipment in good repair, condition and working order, or: (b) replace such Equipment with like equipment (of the same year, make, model and accessories) in good repair, condition and working order, or (c) pay to Lessor the Stipulated Loss Value of such Equipment.

12. INSURANCE: Lessee shall keep in effect an "all risk" extended coverage property insurance policy covering the Equipment for an amount not less than its replacement cost. In addition, Lessee must carry comprehensive general liability (property damage and bodily injury) insurance. Such policies shall be in form, amount, and with insurers acceptable to Lessor. The property insurance policy shall name Lessor as loss payee thereof as Lessor's interests may appear, and the general liability policy shall name Lessor as an additional insured. Each policy shall provide for no less than thirty (30) days' prior written notice of cancellation or non-renewal to Lessor and that such policy shall not be invalidated as against Lessor for the violation of any term of the policy by Lessee. Lessee shall furnish to Lessor evidence satisfactory that such insurance coverage is in effect, provided, however, that Lessor shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise Lessee if such insurance coverage does not comply with the requirements hereof.

Any insurance proceeds received with respect to the Equipment will be applied, at Lessor's option, to repair, restore, or replace the Equipment or to pay amounts due and owing under this Master Lease and/or a Lease. Any proceeds from a general liability policy shall be made payable first on behalf of Lessor to the extent of its liability, if any. All insurance policies carried by Lessee, whether primary or excess, shall be primary as to any policies maintained by Lessor. Nothing in this paragraph shall relieve Lessee of its duty to procure required insurance.

13. PURCHASE OPTION; RETENTION OF EQUIPMENT: At the end of a Lease term, or appropriate renewal term when applicable, and provided Lessee is not in default, Lessee shall have the option to purchase all (not part) of the Equipment subject to the Lease at the Purchase Option Price shown on the related Schedule, plus any applicable taxes. Unless the Purchase Option Price is \$1.00, Lessee must give Lessor at least 90 days' written notice before the end of the applicable term that Lessee will purchase the Equipment or that Lessee will deliver the Equipment to Lessor. If Lessee does not give Lessor such written notice, or if Lessee does

not purchase or deliver all of the Equipment in accordance with the terms and condition of this Master Lease and/or the Lease then the Lease will automatically convert to a month-to-month lease agreement. During any such renewal, the monthly rental payment will remain the same and all terms and conditions of this Master Lease and/or the Lease shall remain in full force and effect. If the Fair Market Value ("FMV") Purchase Option is available under the Lease, and Lessee has elected to exercise the FMV Option, Lessor will determine the Equipment FMV, on a retail, not wholesale, basis and otherwise in Lessor's sole discretion. Upon payment of the Purchase Option Price to Lessor plus any applicable taxes and other amounts due and owing in accordance with the terms of this Master Lease and/or the Lease, Lessor shall transfer its interests in the Equipment to Lessee "AS IS, WHERE IS" without any representations or warranties whatsoever.

14. APPOINTMENT OF ATTORNEY-IN-FACT: Lessee appoints Lessor, its successors and assigns, and Lessor's filing agent as Lessee's attorney-in-fact to cause this Master Lease, each Schedule thereto, and any other documents showing the interest of Lessor, including, but not limited to, UCC financial statements and/or certificate(s) of title, to be filed or recorded and to sign Lessee's name thereto. Upon the occurrence of either (i) Lessee not timely satisfying its obligation to obtain and maintain property and liability insurance as set forth in any Lease; or (ii) any casualty, loss, or damage to any Equipment pursuant to any Lease, Lessee appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage relating to the Equipment or any Lease under any insurance policy related thereto. Lessee hereby authorizes Lessor to make non-substantive changes to this Master Lease and each Schedule, including but not limited to Lessee's legal name. These appointments and authorizations are intended to be continuous. Nothing in this paragraph shall relieve Lessee of its duty to procure required insurance, to make timely insurance claims, and to otherwise cooperate with insurance carriers and Lessor in seeking insurance coverage and recoveries. Lessee also authorizes Lessor to add to a Lease, or make necessary corrections to, serial numbers or other forms of identification of the Equipment.

15. SECURITY AGREEMENT: Because this Agreement may be determined to create a security interest and not a lease, Lessor is hereby granted a security interest in all Equipment financed by or leased from Lessor, wherever located, whether now owned or hereafter acquired, and all returns, reposessions, substitutions, replacement parts, accessories, and accessions thereto and thereof, and all proceeds thereof. In this paragraph, terms used to designate collateral shall have meaning set forth in the UCC.

16. UNCONDITIONAL OBLIGATION: Lessee agrees to be unconditionally obligated to pay all payments and other amounts due hereunder no matter what happens, even if the Equipment is damaged or destroyed, if it is defective, if Lessee can no longer use it, or if the manufacturer or supplier ceases doing business or cannot service and/or support the Equipment, and irrespective of any right of set-off, counterclaim, defense, or other right which Lessee may have against Lessor or any other person.

17. INDEMNITY: Lessor is not responsible for any losses or injuries caused by the installation or use of the Equipment and Lessor shall not be liable for any specific performance of this Master Lease or a Lease, nor for any failure or delay in performance caused by circumstances beyond its control. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, actions, proceeding, costs (including attorneys' fees), damages, and liabilities, including but not limited to any claim arising out of strict liability in tort, arising from or connected with the Equipment or its use, possession, operation, selection, delivery, installation, servicing needs, or transportation. The indemnities contained in this paragraph shall survive the cancellation or termination of each Lease and this Master Lease.

18. ASSIGNMENT: Lessee may not sublet, lend, assign, transfer (via merger, division, or otherwise), or pledge this Master Lease, any Lease, the Equipment, or any interest in any of them, or permit any lien or security interest thereon. Lessee acknowledges that Lessor may sell and/or assign, in whole or in part, its interest in any Lease and/or this Master Lease to one or more third parties without notice to Lessee. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any

and all obligations assigned to such assignee, and all references herein to "Lessor" shall include Lessor's assignee, except that said assignee shall not be chargeable with any obligations or liabilities of Lessor hereunder. Any such assignment shall not impair the effectiveness or enforceability of this Master Lease or a Lease with respect to any interest that Lessor does not assign. Lessee agrees that in the event of any assignment by Lessor, and upon proper notice, it shall pay directly to Lessor's assignee, without abatement, deduction, or setoff, all amounts due under this Master Lease and/or the assigned Lease. Lessee further covenants and agrees that it will not assert against Lessor's assignee any defense, counterclaim or setoff on account of breach of warranty or otherwise in any action for payment or for possession brought by Lessor's assignee. Lessee also agrees to settle all mechanical, service, or other claims with respect to the Equipment directly with the Equipment manufacturer or supplier, and Lessee acknowledges that Lessor and Lessor's assignee(s) shall not be liable for such service or other claims.

19. NOTICES: Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages.

20. GENERAL: This Master Lease shall inure to the benefit of and is binding upon the parties and their heirs, personal representatives, successors, and assigns. A Lease may not be amended except in writing signed by the parties, but Lessor may modify the Standard Terms and Conditions of this Master Lease at any time by delivery of written notice to Lessee. Any provision of this Master Lease or a Lease which is deemed unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. If any Lease is deemed to be intended as security, (i) it shall be construed so that interest, the applicable interest rate and other charges shall not exceed that allowed by applicable law, and any payment that otherwise would be deemed unlawful will be applied first to prepay principal and then refunded to Lessee; (ii) if Lessee is an individual and the principal amount hereof is \$100,000 or more, this Lease is made under Minn. Stat. Sec. 334.01; this Lease is made under Minn. Stat. Sec. 334.022 if Lessee is an "organization" as defined therein.

Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of any Lease. On written request, Lessor will identify any reporting agency used for such a report. Lessee shall execute and deliver to Lessor such other documents and provide such information, including information identifying the owners of Lessee and its affiliates and their respective ownership interests, as Lessor may reasonably deem necessary to comply with laws or regulations applicable to Lessor or Lessee, including laws and regulations requiring Lessor to obtain Lessee's certification of its beneficial owner(s) prior to making payment(s) to Lessee during or after the term of any Lease. Lessee agrees that Lessor may receive from and disclose to other persons including credit reporting agencies and respective equipment vendors, information about Lessee's accounts and credit experience. Lessee hereby authorizes any person to release to Lessor credit experience and account information relating to Lessee. These authorizations are intended to be continuous and shall survive the expiration, cancellation and/or termination of this Master Lease and/or a Lease. Under federal law,

Lessor must obtain, verify and record identifying information for each person opening an account. Lessor will ask for Lessee's name, address, date of birth and other identifying information. Lessor may also ask for Lessee's driver's license or other identifying documents. Lessee's exact legal name is as shown above and in the signature block, and: (i) if Lessee is an individual, such legal name is exactly as stated on Lessee's valid and unexpired state driver's license, or alternative state identification, issued by Lessee's primary state of residence ("Lessee State ID"); or (ii) if Lessee is a legal entity, such legal name is as stated on Lessee's applicable organizational documents; and Lessee will not change its legal name, will not change its chief executive office or state of organization (if a legal entity) or its principal residence (if an individual), and will not permit its Lessee State ID to expire, become invalid, or fail to be properly renewed, (if an individual) without, in each case, giving Lessor at least 30 days' prior written notice of any such event, and, at any time during the Lease, Lessee will, upon request of Lessor, provide copies of its Lessee State ID (if an individual) or applicable organizational documents (if a legal entity). Lessee, if an individual, is a citizen or lawful permanent resident of the United States. Time is of the essence with respect to performance under each Lease and this Master Lease. This Master Lease does not obligate Lessor, in any given instance, to make financing available to Lessee. Each party's electronic signature on this lease and any related documents shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). This lease and any related documents may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this lease and it shall bear the original ink or electronic signature of Lessor and be marked "Original." To the extent that this lease constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this lease can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version.

21. WAIVERS: LESSEE HEREBY WAIVES ANY RIGHT TO A JURY TRIAL OF ANY MATTER ARISING OUT OF OR IN ANY WAY ASSOCIATED WITH THIS MASTER LEASE OR A LEASE, INCLUDING BUT NOT LIMITED TO ANY CAUSE OF ACTION, CLAIM, COUNTER-CLAIM, OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING, OR HEARING, OR ANY REHEARING OR RETRIAL, WHETHER AT LAW OR IN EQUITY, TO WHICH LESSEE AND/OR LESSOR (OR ITS ASSIGNS) MAY BE A PARTY ON ANY MATTER WHATSOEVER BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO OR CONNECTED WITH THIS MASTER LEASE, A LEASE, OR ANY OTHER INSTRUMENT EXECUTED IN CONNECTION WITH THIS MASTER LEASE OR A LEASE, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT. In addition, to the extent allowed by law, LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO LESSEE BY ARTICLE 2A OR ARTICLE 9 OF THE UCC OR OTHER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO ANY RIGHT WHICH REQUIRES LESSOR TO SELL, LEASE, OR OTHERWISE USE ANY EQUIPMENT TO REDUCE LESSOR'S DAMAGES OR WHICH MAY OTHERWISE LIMIT OR MODIFY ANY OF LESSOR'S RIGHTS OR REMEDIES. The waivers set forth in this paragraph are willingly, knowingly, and voluntarily made.

22. GOVERNING LAW; VENUE OF LITIGATION: BY SIGNING THIS MASTER LEASE AND/OR A LEASE, LESSEE AGREES THAT THIS MASTER LEASE, AND ALL MATTERS ARISING FROM THIS MASTER LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE LAWS OF THE STATE

OF MINNESOTA (EXCLUDING CONFLICTS LAWS). LESSEE CONSENTS TO DISCRETION MAY ENFORCE THIS MASTER LEASE OR A LEASE IN ANY
THE EXCLUSIVE JURISDICTION AND VENUE OF STATE AND FEDERAL STATE OR FEDERAL COURT HAVING LAWFUL JURISDICTION THEREOF.
COURTS IN MINNESOTA. LESSOR OR ITS ASSIGNEE AT ITS SOLE

By signing below, Lessee acknowledges having read this Master Lease and unconditionally agrees to its terms and conditions. This Master Lease constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous negotiations, discussions, understandings or agreements concerning such subject matter. This Master Lease shall continue in full force and effect until such time as terminated in writing by Lessor. This Master Lease may not be amended, except as set forth herein.

Lessor	The Huntington National Bank	By: _____	Title: _____
Lessee	City of Coon Rapids	By: _____	Jerry Koch, Mayor
		By: _____	Matt Stemwedel, City Manager



AMENDMENT TO MASTER LEASE AGREEMENT

Date:

February 19, 2025

The "Agreement": Master Equipment Lease Purchase Agreement Number **MLA24301** Dated February 4, 2025

"Lessee"

City of Coon Rapids, 11155 Robinson Dr NW, Minneapolis, Anoka, MN 55433-3761

"Lessor"

The Huntington National Bank, 11100 Wayzata Blvd, Ste 700, Minnetonka, MN, 55305

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Agreement.

Upon execution of this Amendment by Lessee and Lessor, the Agreement is hereby amended as follows:

Section 23 is hereby **added** and stated as follows:

23. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS: To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under this Lease as of the effective date of such termination, Lessee may terminate this Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under this Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of the original term of this Lease as permitted under the terms of this Lease or as set forth herein or in any schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in this Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under this Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of this Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.

Except as specifically amended herein, all of the terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed.

This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor The Huntington National Bank By: _____ Title: _____

Lessee City of Coon Rapids By: _____ Jerry Koch, Mayor

Lessee City of Coon Rapids City of Coon Rapids By: _____ Matt Stemwedel, City Manager



SCHEDULE OF EQUIPMENT NO. 20000024301 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. MLA24301

The "Agreement": Schedule of Equipment No. 20000024301 dated February 4, 2025 (the "Schedule"), to Master Equipment Lease Purchase Agreement No. MLA24301 dated as of February 4, 2025

"Lessee"

City of Coon Rapids, 11155 Robinson Dr NW, Minneapolis, Anoka, MN, 55433-3761

"Lessor"

The Huntington National Bank, 11100 Wayzata Blvd, Ste 700, Minnetonka, MN, 55305

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the Agreement.

2. **Equipment.** The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

3. **Payment Schedule.** The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as **Attachment 2** hereto.

4. **Representations, Warranties and Covenants of Lessee.**

(a) Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.

(b) Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due hereunder since the date of the most recent audited financial statements reviewed by Lessor.

(c) Lessee understands and acknowledges that Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor; Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Schedule. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Schedule from its own advisors (including as it relates to structure, timing, terms and similar matters).

5. **Certification as to Arbitrage and Tax Covenants.** Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed hereunder, will not be less than the total Principal Portion of the Rental Payments listed in this Schedule.

(b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the commencement of this Schedule.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.

(d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

(f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

(g) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

6. **The Agreement.** This Schedule is hereby made as part of the Agreement, and Lessor and Lessee hereby ratify and confirm the Agreement. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

LESSEE SIGNATURE	City of Coon Rapids _____
	Name of Lessee
	By: _____
	Signature
	Print Name and Title: _____
	By: _____
	Signature
	Print Name and Title: _____

LESSOR SIGNATURE	The Huntington National Bank _____
	Name of Lessor
	By: _____
	Signature
	Print Name and Title: _____



**ATTACHMENT 2 TO
SCHEDULE OF EQUIPMENT NO. 20000024301 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. MLA24301**

PAYMENT SCHEDULE

Rental payments will be made in accordance with **Section 4.01** and this Payment Schedule.

LESSOR: The Huntington National Bank

LESSEE: City of Coon Rapids

COMMENCEMENT DATE*: _____

INTEREST RATE: 5.35%

PAYMENT FREQUENCY: MONTHLY

The first Rental Payment shall be due in arrears on the date that is one month after the Commencement Date, and subsequent Rental Payments shall be due monthly on the same day of each month thereafter until paid in full except in the months of November, December, January, February, March and April when a payment of \$0.00 is due.

Payment Due	Rental Payment	Interest Portion	Principal Portion	Purchase Price
				620,000.00
May 2025	23,288.91	2,764.17	20,524.74	599,475.26
June 2025	23,288.91	2,672.66	20,616.25	578,859.01
July 2025	23,288.91	2,580.75	20,708.16	558,150.85
August 2025	23,288.91	2,488.42	20,800.49	537,350.36
September 2025	23,288.91	2,395.69	20,893.22	516,457.14
October 2025	23,288.91	2,302.54	20,986.37	495,470.77
May 2026	23,288.91	2,268.73	21,020.18	487,853.03
June 2026	23,288.91	2,175.01	21,113.90	466,739.13
July 2026	23,288.91	2,080.88	21,208.03	445,531.10
August 2026	23,288.91	1,986.33	21,302.58	424,228.52
September 2026	23,288.91	1,891.35	21,397.56	402,830.96
October 2026	23,288.91	1,795.95	21,492.96	381,338.00
May 2027	23,288.91	1,746.12	21,542.79	370,110.37
June 2027	23,288.91	1,650.08	21,638.83	348,471.54
July 2027	23,288.91	1,553.60	21,735.31	326,736.23
August 2027	23,288.91	1,456.70	21,832.21	304,904.02
September 2027	23,288.91	1,359.36	21,929.55	282,974.47
October 2027	23,288.91	1,261.59	22,027.32	260,947.15
May 2028	23,288.91	1,194.86	22,094.05	245,911.72
June 2028	23,288.91	1,096.36	22,192.55	223,719.17
July 2028	23,288.91	997.41	22,291.50	201,427.67
August 2028	23,288.91	898.03	22,390.88	179,036.79
September 2028	23,288.91	798.21	22,490.70	156,546.09
October 2028	23,288.91	697.93	22,590.98	133,955.11
May 2029	23,288.91	613.37	22,675.54	114,903.05
June 2029	23,288.91	512.28	22,776.63	92,126.42

July 2029	23,288.91	410.73	22,878.18	69,248.24
August 2029	23,288.91	308.73	22,980.18	46,268.06
September 2029	23,288.91	206.28	23,082.63	23,185.43
October 2029	23,288.91	103.48	23,185.43	0.00
Grand Totals	698,667.30	78,667.30	620,000.00	

Lessee City of Coon Rapids

By: _____

Matt Stemwedel, City Manager

-
- * Lessee hereby authorizes Lessor to fill in the Commencement Date based on the earlier of the date that Lessor disburses funds to the Vendor of the Equipment following receipt of Lessee's executed acceptance certificate, or the date on which Lessor deposits funds for the purchase of the Equipment with an escrow agent.



**LESSEE'S CLOSING CERTIFICATE TO
SCHEDULE OF EQUIPMENT NO. 20000024301 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. MLA24301**

The "Agreement": Schedule of Equipment No. 20000024301 dated February 4, 2025 (the "Schedule"), to Master Equipment Lease Purchase Agreement No. MLA24301 dated as of February 4, 2025
"Lessee"
City of Coon Rapids, 11155 Robinson Dr NW, Minneapolis, Anoka, MN, 55433-3761
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Ste 700, Minnetonka, MN, 55305

I, the undersigned, the duly appointed, qualified and acting _____ (**Clerk or Secretary**) of the above-captioned Lessee, do hereby certify as of _____, 20____, as follows:

(1) Lessee did, at a meeting of the governing body of Lessee held _____, 20____, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Agreement and the related escrow agreement, if any, on its behalf by the following named representatives of Lessee:

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(2) The above-named representatives of Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

(3) The meeting of the governing body of Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Agreement and authorizing the execution thereof has not been altered or rescinded.

(4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(5) All insurance required in accordance with the Agreement is currently maintained by Lessee.

(6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the Agreement), and such funds have not been expended for other purposes.

(7) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the interest of Lessor or its assigns, as the case may be, in the Equipment.

(8) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four years.

(9) Lessee reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year and hereby designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

(10) The Equipment is located at the following address: 12800 Bunker Prairie Rd NW, Minneapolis, Anoka, MN, 55448-1412

(11) The Equipment is located in the following county: Anoka

(12) The correct billing address for Rental Payments is as follows:

Street Address: _____

Phone: _____

Fax: _____

Email: _____

Attention: _____

(13) The contact information of person responsible for preparing and filing Lessee's Form 8038-G or 8038-GC is as follows:

Name: _____

Street Address: _____

Phone: _____

Fax: _____

Email: _____

(14) Lessee's Tax ID number is: 416008573

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the governing body of Lessee the day and year first above written.

Signature of Clerk or Secretary

Printed Name of Clerk or Secretary



**LESSEE'S PAYMENT INSTRUCTIONS
AND ACCEPTANCE CERTIFICATE TO
SCHEDULE OF EQUIPMENT NO. 20000024301 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. MLA24301**

The "Agreement": Schedule of Equipment No. 20000024301 dated February 4, 2025 (the "Schedule"), to Master Equipment Lease Purchase Agreement No. MLA24301 dated as of February 4, 2025
"Lessee"
City of Coon Rapids, 11155 Robinson Dr NW, Minneapolis, Anoka, MN, 55433-3761
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Ste 700, Minnetonka, MN, 55305

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

(1) Lessee has reviewed and approved the invoice(s) referenced in the table below. Pursuant to the Agreement, Lessee hereby irrevocably authorizes and requests Lessor to make payment of the invoice(s) to the vendor(s), licensor(s) or designee(s) of licensor(s) of the Equipment. Lessee agrees that all terms and conditions of the Lease are in full force and effect and Lessee shall make all payments when and as required thereby.

Payee	Invoice Number	Amount
Versatile Vehicles		\$620,000.00
	Total	\$620,000.00

(2) All of the Equipment has been, or if this Lease includes an escrow agreement, all of the Equipment will be, delivered, installed and accepted, and is located at the following address: ##CS_FLD_FTXEquipLocationFull_X3##.

(3) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes, except that if this Lease includes an escrow agreement, Lessee will conduct such inspection and/or testing of the Equipment prior to authorizing disbursement from the escrow fund for such Equipment.

(4) Lessee is currently maintaining, or if this Lease includes an escrow agreement, prior to Lessee's receipt of any Equipment, Lessee will maintain, the insurance coverage required by **Section 7.02** of the Agreement.

(5) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(6) We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

(7) The serial number for each item of Equipment that is set forth in the applicable Schedule is correct.

DATED: _____

Lessee City of Coon Rapids

By: _____

Matt Stemwedel, City Manager



**ESSENTIAL USE CERTIFICATE TO
SCHEDULE OF EQUIPMENT NO. 20000024301 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. MLA24301**

February 4, 2025

The "Agreement": Schedule of Equipment No. 20000024301 dated February 4, 2025 (the "Schedule"), to Master Equipment Lease Purchase Agreement No. MLA24301 dated as of February 4, 2025
"Lessee"
City of Coon Rapids, 11155 Robinson Dr NW, Minneapolis, Anoka, MN, 55433-3761
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Ste 700, Minnetonka, MN, 55305

I, _____, a duly elected, appointed, or designated representative of City of Coon Rapids ("Lessee"), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Agreement:

1. *What is the specific use of the Equipment?*
2. *What increased capabilities will the Equipment provide?*
3. *Why is the Equipment essential to your ability to deliver governmental services?*
4. *Does the Equipment replace existing equipment?*
(If so, please explain why you are replacing the existing equipment)
5. *Why did you choose this specific Equipment?*
6. *For how many years do you expect to utilize the Equipment?*
7. *What revenue source will be utilized to make Rental Payments due under the Agreement?*

Lessee

City of Coon Rapids

By: _____

Matt Stemwedel, City Manager



**INSURANCE COVERAGE DISCLOSURE TO
SCHEDULE OF EQUIPMENT NO. 20000024301
TO MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. MLA24301**

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Master Equipment Lease Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Insurance Company Liability:	Agent Name:	Business Phone # Fax Phone #
Insurance Company Property:	Agent Name:	Business Phone # Fax Phone #

to issue: (check to indicate coverage)

☒ a. All Risk Physical Damage Insurance on the Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming The Huntington National Bank and/or its assigns as Loss Payee.

Leased Property: (100) 2025 E-Z-GO RXV ELITE, S/N # together with all attachments and accessories thereto
Coverage Required: \$620,000.00

☒ b. Public Liability Insurance evidenced by a Certificate of Insurance naming The Huntington National Bank and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000 per person
\$1,000,000 aggregate bodily injury liability
\$1,000,000 property damage liability.

Proof of insurance coverage will be provided to The Huntington National Bank, 11100 Wayzata Blvd, Ste 700, Minnetonka, MN, 55305 prior to the time that the Equipment is delivered to Lessee. Please fax a copy of the Certificate of Insurance or binder to Marisa Meyers at marisa.meyers@financediv.com

Lessee City of Coon Rapids

By: _____

Matt Stemwedel, City Manager



City Council Regular

12.

Meeting Date: 03/04/2025

Subject: Consider Letter Regarding the Potential Closure of Northstar Commuter Rail Service

From: Matt Stemwedel, City Manager

INTRODUCTION

The Metropolitan Council recently announced its intention to study transitioning the Northstar Commuter Rail Service to a bus service. Furthermore, bills have been introduced in the State legislature to terminate the Northstar service.

DISCUSSION

Coon Rapids has had a station on the Northstar Commuter Rail since the creation of the service in 2009. The station, called Riverdale Station, is located at the intersection of Northdale Blvd. and 121st Ave., just south of the Riverdale Commons shopping center. Recently, there has been movement to consider ending Northstar service as ridership has been low, and the service is heavily subsidized. The Metropolitan Council recently announced its plan to study converting the rail service to a bus service: [link to press release](#). Additionally, bills have been introduced in the State legislature that would end the rail service (HF 269 / SF 37 and HF 749).

Given the amount of investment the City has made in the Riverdale Station area, and out of concern for the potential loss of transit options for our residents and businesses, it is important to notify the Metropolitan Council and the State legislature of the City's concerns. Additionally, the City should ask for significant investment and service levels if the rail service is replaced with a bus service. To that end, staff has drafted a letter for the Council to consider that would communicate the City's position on the matter.

RECOMMENDATION

Staff recommends Council approve the attached letter, or modify it as necessary, to allow staff to provide a consistent message regarding the City's position on the potential termination of the Northstar Commuter Rail Service.

Attachments

Draft Letter Regarding the Potential Closure of the Northstar Rail Service

March XX, 2025

Address

Re: Request for Commitment to the Communities Along the Northstar Rail Corridor

Dear Representative/Senator/Met Councilmember _____:

The Coon Rapids City Council wishes to communicate the City's concerns about the potential termination of the Northstar Commuter Rail service. While the City understands the very challenging economics of the situation may mean that ending the service is the most prudent choice, we are very concerned about the impact this may have on the residents and businesses near our station that have come to rely upon this service.

Coon Rapids has invested heavily in the areas adjacent to the Riverdale Station, including tax increment financing (TIF) to subsidize several multi-family apartment buildings next to the station that were designed to work in conjunction with the commuter rail. Furthermore, the station has provided access to and from the Riverdale shopping center area, which is a major economic driver in our region. The loss of transportation options could further limit the ability for businesses in the Riverdale area to recruit and retain employees in an already challenging labor market.

The City Council is also concerned about our residents who use the service to commute to downtown Minneapolis and other areas. While we understand that the Met Council would likely provide bus service in place of the commuter rail, the City has witnessed significant divestment in bus services and frequency of trips over the past years and question whether the commitment to bus service would be adequate to provide a real benefit to our community. If the State and the Met Council do move on from the Northstar service, we ask that a high-level of bus service, such as Bus Rapid Transit (BRT), be implemented to provide effective transit options for our residents and to support the investments that have been made near the Riverdale Station.

Thank you for your consideration and for representing Coon Rapids. If you would like to discuss this matter please reach out to us directly or contact Matt Stemwedel, City Manager, at mstemwedel@coonrapidsmn.gov or 763-767-6486.

Sincerely,

(Signatures on second page)