City Council Closed Session - Immediately Following Regular Meeting

CITY COUNCIL AGENDA

Tuesday, September 1, 2026
7:00 p.m.
Coon Rapids City Center
Council Chambers

Call to Order

Pledge of Allegiance

Roll Call

Adopt Agenda

Proclamations/Presentations

Approval of Minutes of Previous Meeting

1. Approve Minutes of August 18, 2026

Consent Agenda

2. Approve Final Payment to Northwest Asphalt, Inc. for Project 25-1 - Street Reconstruction

3. Approve Final Payment to Killmer Electric Co, Inc. for Project 24-54 Coon Rapids Soccer Complex Field Lighting Installation

4. Approve Development Agreement for MarNicArt, Ibiza, LLC

5. Receive Schedule of Electronic Payments

Public Hearing

6. Conduct a Public Hearing for Vacation of Drainage and Utility Easement located at 12547 Riverdale Blvd. NW and Consider Resolution 26-86

Bid Openings and Contract Awards

Old Business

7. Consider Water Conservation Measures Modification

8. Consider Adoption of Ordinance 2354 Amending Chapter 5-200 Alcoholic Beverages

9. Consider Adoption of Ordinance 2355 Amending Chapter 5-3100 Cannabinoid Businesses

New Business

10. PC 26-23, Consider Use Flexibility for K-8 School at Family Center Mall, 2891 Coon Rapids LLC, 2891 Coon Rapids Blvd. NW

11. Consider Approval of 2026-2027 Ice Center User Contracts

12. Consider Construction Cooperation Agreement For Construction of Sanitary Sewer Rehabilitation (24-17)

13. Consider Grant to the Minnesota Softball Military Appreciation Foundation

Open Mic/Public Comment

Reports on Previous Open Mic

Other Business

Adjourn

City Council Regular **1.**

Meeting Date: 09/01/2026

Subject: Approve Minutes of August 18, 2026

From: Joan Lenzmeier, City Clerk

INTRODUCTION

DISCUSSION

RECOMMENDATION

Attachments

August 18, 2026

UNAPPROVED

1COON RAPIDS CITY COUNCIL MEETING MINUTES OF AUGUST 18, 2026

CALL TO ORDER

The second regular meeting of the Coon Rapids City Council for the month of August was called to order by Mayor Jerry Koch at 7:00 p.m. on Tuesday, August 18, 2026, 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, Sean Novack (Remote), Christopher Geisler, Brian Armstrong, and Pat Carlson

Members Absent: None

ADOPT AGENDA

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

PROCLAMATIONS/PRESENTATIONS

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

1. AUGUST 3, 2026, COUNCIL MEETING

MOTION BY COUNCILMEMBER BUTLER, SECONDED BY COUNCILMEMBER GRESKOWIAK, FOR APPROVAL OF THE MINUTES OF THE AUGUST 3, 2026, COUNCIL MEETING. THE MOTION PASSED UNANIMOUSLY.

2. AUGUST 14, 2026, SPECIAL COUNCIL MEETING

MOTION BY COUNCILMEMBER BUTLER, SECONDED BY COUNCILMEMBER GEISLER, FOR APPROVAL OF THE MINUTES OF THE AUGUST 14, 2026, SPECIAL

COUNCIL MEETING. THE MOTION PASSED UNANIMOUSLY.

CONSENT AGENDA/INFORMATIONAL BUSINESS

3. RECEIVE MID-YEAR GAMBLING EXPENDITURE REPORT
4. ADOPT RESOLUTION 26-28 CALLING FOR A PUBLIC HEARING TO VACATE DRAINAGE AND UTILITY EASEMENTS LOCATED ON THE RECORDED PLAT RAPIDS INDUSTRIAL
5. ADOPT RESOLUTION 26-83 CALLING FOR A PUBLIC HEARING TO VACATE SANITARY SEWER EASEMENTS LOCATED ON 2831 113TH AVENUE NW (OLD FIRE STATION 3)
6. RECEIVE SCHEDULE OF ELECTRONIC PAYMENTS

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

PUBLIC HEARING

None.

BID OPENINGS AND CONTRACT AWARDS

None.

OLD BUSINESS

None.

NEW BUSINESS

7. CONSIDER THIRD AMENDMENT TO PURCHASE AGREEMENT, 2831 113TH AVE

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER BUTLER, SECONDED BY COUNCILMEMBER GEISLER, TO APPROVE THE THIRD AMENDMENT TO THE PURCHASE AGREEMENT

WITH ABIZA LLD FOR THE PROPERTY AT 2831 113TH AVENUE NW. THE MOTION PASSED UNANIMOUSLY.

8. CONSIDER ACCESS AGREEMENT WITH CB PINE POINT LLC FOR PROJECT 26-18

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER GEISLER, SECONDED BY COUNCILMEMBER ARMSTRONG, TO APPROVE THE ACCESS AGREEMENT WITH CB PINE POINT LLC FOR PROJECT 26-18, MARTIN STREET DITCH EXCAVATION. THE MOTION PASSED UNANIMOUSLY.

9. CONSIDER RESOLUTION 26-84 AMENDING THE CITY'S ADOPTED 2026 FEE SCHEDULE – ICE CENTER RATES

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER BUTLER, SECONDED BY COUNCILMEMBER GEISLER, TO ADOPT RESOLUTION NO. 26-84 AMENDING THE CITY'S 2026 FEE SCHEDULE AND ESTABLISHING THE 2026-2027 RATES FOR THE COON RAPIDS ICE CENTER.

Councilmember Geisler expressed appreciation that staff continued balancing affordability for community users with the need to cover facility expenses. He agreed that maintaining competitive rates was important because the Ice Center receives substantial use.

Mayor Koch agreed that "competitive" appropriately described the City's objective.

THE MOTION PASSED UNANIMOUSLY.

10. CONSIDER APPROVAL OF 2026-2027 ICE CENTER USER CONTRACTS

The Staff report was shared with Council.

MOTION BY COUNCILMEMBER CARLSON, SECONDED BY COUNCILMEMBER BUTLER, TO APPROVE THE PROPOSED 2026-2027 COON RAPIDS ICE CENTER ANNUAL USER CONTRACTS WITH THE ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT NO. 11 AND MINNESOTA WILD SLED PROGRAM AND AUTHORIZE CITY OFFICIALS TO EXECUTE ACCORDINGLY. THE MOTION PASSED UNANIMOUSLY.

11. CONSIDER INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 5-200 ALCOHOLIC BEVERAGES

The Staff report was shared with Council.

Councilmember Butler thanked City Clerk Lenzmeier for her work reviewing the City's alcohol licensing structure and answering Council questions throughout the process. He supported identifying opportunities to simplify licensing requirements when categories had become duplicative or obsolete.

THE COUNCIL CONSIDERED THE ITEM AS INTRODUCED.

12. CONSIDER INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 5-3100 CANNABINOID BUSINESS

The Staff report was shared with Council.

THE COUNCIL CONSIDERED THE ITEM AS INTRODUCED.

OPEN MIC/PUBLIC COMMENT

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

Mr. Stanton, a Lino Lakes resident, addressed the Council regarding his 2017 arrest by the Coon Rapids Police Department. He alleged that the arrest warrant lacked a valid basis, that an associated restraining order did not exist, and that officers and State review bodies failed to investigate his concerns properly. He also alleged misconduct involving court records and transcripts and described experiencing defamation, isolation, retaliation, and continuing personal harm. He requested that the Council refer the matter to the Federal Bureau of Investigation for review.

Mayor Koch thanked him for his comments. No other members of the public addressed the Council, and the open mic portion of the meeting was closed.

REPORTS ON PREVIOUS OPEN MIC

13. OPEN MIC RESPONSE – DAVE AND VICKY EKBOM, 112XX CROCUS ST

Mayor Koch read the open mic report.

OTHER BUSINESS

Mayor Koch and Councilmembers discussed the final Concert in the Park of the season,

featuring a Beatles tribute performance. They described attendance as exceptionally strong and possibly record-breaking.

Mayor Koch recognized the Arts Commission for organizing the concert series, assisting attendees, and helping clean the grounds after the events. He also thanked the North Star Lions for providing food service, Boy Scout Troop 524 for its assistance, and Anoka County for partnering with the City on the concert program.

Mayor Koch reminded residents that the farmers market continues Wednesdays at the Coon Rapids Ice Center. Staff clarified that the market operated from 3:00 to 6:00 p.m. and announced that the following market would include a special Senior Day event.

Councilmember Armstrong thanked City staff for responding to the many questions he had submitted during the previous two weeks concerning elections, property assessments, road construction, and other issues affecting Ward 5. He encouraged residents to contact the appropriate City department directly when possible or contact him for assistance identifying the staff member who could address their concerns.

ADJOURN

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

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

City Council Regular **2.**

Meeting Date: 09/01/2026

Subject: Approve Final Payment to Northwest Asphalt, Inc. for Project 25-1 - Street Reconstruction

Submitted For: Ashley Hansen, Finance Director

From: Dianne Nelson, Advanced Accounting Technician

INTRODUCTION

The City Engineer recommends final payment to Northwest Asphalt, Inc. for Project 25-1, Street Reconstruction.

DISCUSSION

A summary of Project 25-1 is as follows:

Actual substantial completion date	09/19/25
Contract completion date	10/17/25
Actual final completion date	10/22/25

Contract amount	$5,722,178.90
Total additions/deletions	($439,891.76)
Final contract amount	$5,282,287.14
Actual project costs	$5,282,287.14
Less: previous payments by City	($5,229,177.17)
Amount due	$53,109.97
Amount under final contract	$0.00

The changes to the contract were for quantity adjustments from the original bid.

RECOMMENDATION

Staff recommends approval of changes and final payment to Northwest Asphalt, Inc. in the amount of $53,109.97 for Project 25-1, Street Reconstruction.

City Council Regular **3.**

Meeting Date: 09/01/2026

Subject: Approve Final Payment to Killmer Electric Co, Inc. for Project 24-54 Coon Rapids Soccer Complex Field Lighting Installation

Submitted For: Ashley Hansen, Finance Director

From: Dianne Nelson, Advanced Accounting Technician

INTRODUCTION

The City Engineer recommends final payment to Killmer Electric Co, Inc. for Project 24-54 Coon Rapids Soccer Complex Field Lighting Installation.

DISCUSSION

A summary of Project 24-54 is as follows:

Substantial completion date	03/31/25
Contract completion date	03/31/25
Final completion date	08/11/26

Contract amount (awarded 8/20/24)	$109,800.00
Total additions/deletions	$0.00
Final contract amount	$109,800.00
Actual project costs	$109,800.00
Less: previous payments by City	($104,310.00)
Amount due	$5,490.00
Amount over final contract	$0.00

RECOMMENDATION

Staff recommends approval of final payment to Killmer Electric Co. Inc. in the amount of $5,490.00 for Project 24-54, Coon Rapids Soccer Complext Field Lighting installation.

City Council Regular **4.**

Meeting Date: 09/01/2026

Subject: Approve Development Agreement for MarNicArt, Ibiza, LLC

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

INTRODUCTION

The Council is asked to consider a development agreement with Ibiza, LLC for the 8-unit MarNicArt single-family home development at 2831 113th Ave NW.

DISCUSSION

The City Council approved the Preliminary Plat for an 8-unit single-family home development at 2831 113th Ave NW on July 7, 2026, and approved the Final Plat for the development on August 3rd, 2026. Conditions of approval for the project include that a development agreement between the city and developer be executed.

The attached development agreement includes terms which are standard practice for construction of new development infrastructure. It allows the developer to commence construction on the approved project subject to building permit approval, and establishes improvements that the developer will be obligated to construct. The developer will be responsible for site grading, stormwater management facilities, sewer and water utilities, street reconstruction, landscaping of open space, and corner monuments. The developer will be required to provide the City with a warranty bond and letter of credit to cover development improvements.

The agreement will be recorded against the development property and the City will issue a Certificate of Completion clearing the title of the development once it is completed.

RECOMMENDATION

Staff recommends that the Council approve the development agreement with Ibiza, LLC.

Attachments

Development Agreement - Signed Redacted

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF COON RAPIDS

AND

IBIZA, LLC

FOR

MARNICART

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SIGNATURES 13-14

EXHIBIT A FINAL PLAT
EXHIBIT B LEGAL DESCRIPTION OF PROPERTY BEING FINAL PLATTED
EXHIBIT C DEVELOPER IMPROVEMENTS COST ESTIMATE

This Development Agreement (the "Agreement") is made and entered into this 26th day of August, 2026 by and between the City of Coon Rapids, a municipal corporation under the laws of Minnesota (the "City"), and Ibiza, LLC, a Minnesota Limited Liability Company (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the fee owner of certain land located in Coon Rapids, Anoka County, Minnesota, as described in Exhibit B of this document; and

WHEREAS, the Developer intends to develop the Developer Property in one (1) phase; and

WHEREAS, the City is authorized, pursuant to Minnesota Statutes Section 462.358, subdivision 2a to condition its approval of the Subdivision on compliance with requirements reasonably related to the provisions of the Coon Rapids City Code, including its subdivision and land use regulations, and to require as a condition of development approval, the execution and recording of this Agreement, which embodies and makes enforceable the terms and conditions of the Planning Commission and City Council's approval of the development plans; and

WHEREAS, the Planning Commission of the City of Coon Rapids, Minnesota, at its regular meeting on June 18, 2026, held a public hearing and recommended approval of the request for subdivision variances and preliminary plat; and,

WHEREAS, the City Council of the City of Coon Rapids, Minnesota, at its regular meeting on July 7, 2026, approved the request for subdivision variances and preliminary plat; and

WHEREAS, the City Council of the City of Coon Rapids, Minnesota, at its regular meeting on August 3, 2026, approved the final plat for MarNicArt; and,

WHEREAS, the above approvals were made subject to and contingent upon the Developer's satisfaction of certain conditions relating to the Property and made subject to those conditions, as well as City Code requirements; and

WHEREAS, this Agreement sets forth the obligations of the Developer and the conditions that govern the development and use of the Property; and

WHEREAS, this Agreement is intended to address the parties' compliance with the conditions the City Council placed on the approvals, and to supersede all prior development agreements for the Property, where said conditions are as follows:

NOW, THEREFORE, based on the mutual covenants and obligations contained herein, the parties agree as follows:

1. Right to Proceed. This Agreement is intended to regulate development of the Subdivision. Except as otherwise agreed in writing by the City, the Developer may not construct any buildings within the Subdivision until all the following conditions have been satisfied:

a) this Agreement has been executed by the Developer and the City and recorded with Anoka County;

b) the required Letter of Credit (as hereinafter defined) has been received by the City from or on behalf of the Developer;

c) final engineering and construction plans in digital and hard copy format for the Developer Improvements (as hereinafter defined) have been submitted by the Developer and approved by the City Engineer;

d) all erosion control measures are in place;

e) the Developer has received all required permits from the Coon Creek Watershed District, the Minnesota Pollution Control Agency, the Minnesota Department of Health, the Metropolitan Council, and any other entity having jurisdiction over the Subdivision;

f) the Developer or the Developer's engineer has initiated and attended a preconstruction meeting with the City Engineer and other City staff; and

g) the City has issued a notice that all conditions have been satisfied and that the Developer may proceed.

2. Plans; Developer Improvements. The Developer agrees to develop the Subdivision in accordance with this Agreement, the Final Plat, and the terms and conditions of the City's approval of the Preliminary Plat and Final Plat and made a part hereof, and to construct all required improvements within and adjacent to the Subdivision in accordance with the approved engineering and construction plans and specifications (collectively, the "Plans"). The documents which constitute the Plans are those on file with and approved by the City and are listed on Exhibit E attached hereto, or as modified and approved during building permit review and issuance.

b) In developing the Subdivision in accordance with the Plans, the Developer shall make or cause to be installed at its sole expense the following private improvements (collectively, the "Developer Improvements"):

1. except as otherwise set forth herein, site grading;
2. private utility service installation (gas, electric, etc.);
3. stormwater management facilities including graded access routes;
4. sewer and water service installation as necessary;
5. landscaping for stormwater management facilities; and

6. property monuments denoting the corners of all lots within the Subdivision.

c) All work performed by or on behalf of the Developer related to construction of the Developer Improvements shall be restricted to the hours of 7:00 a.m. through 10:00 p.m., Monday through Friday. Saturday and Sunday work on the Developer Improvements is not permitted, unless an emergency situation exists and advance permission from the City is received.

d) All Developer Improvements must be installed no later than October 31, 2027. No concrete or asphalt pavement for the Developer Improvements shall be installed after October 15, 2027, or when daily temperatures consistently reach 40 degrees or less. No work shall take place on the Developer Improvements during the spring until seasonal road restrictions have been lifted.

e) The Developer shall be responsible for all construction staking costs, City engineering staff inspection costs, and construction materials testing related to Developer Improvements.

f) The Developer shall provide the City as-built plans showing the storm, water, and sewer facilities constructed on behalf of the project in AutoCAD and PDF and a format to be approved by the City Engineer. These shall be provided prior to issuance of building permits.

3. Erosion Control. All construction regarding the Developer Improvements shall be conducted in a manner designed to control erosion and in compliance with all City ordinances and other requirements. No construction of the Developer Improvements will be allowed, and no building permits will be issued for the Subdivision unless the Developer is in full compliance with the erosion control requirements, which are binding on the Developer and its successors and assigns.

4. Site Grading; Haul Routes. a) All site and other grading must be done in compliance with the Plans. Temporary stabilization for site grading shall occur within a timeframe acceptable to the City and the Coon Creek Watershed District upon completion or partial suspension of grading activities.

b) Within 30 days after completion of the grading, or such other period acceptable to the City's engineer, the Developer shall provide the City with an "as constructed" grading plan and a certification by a registered land surveyor or engineer. Building permits shall not be issued until the City has received and approved the "as constructed" grading plans.

c) The Developer shall abandon and cap all existing wells on the Property in accordance with Minnesota Department of Health, Anoka County, and City requirements, and provide documentation of such to the City.

d) The Developer agrees that any fill material which must be brought to or removed from the Subdivision or adjacent areas while grading or during construction of the Developer Improvements or any homes within the Subdivision will be transported using only haul routes approved by the City.

5. Construction of Developer Improvements. a) All Developer Improvements shall be installed in accordance with this Agreement, the Plans, all other City approvals, the City's subdivision regulations, and the City's engineering standards. The Developer has heretofore submitted plans and specifications for the Developer Improvements prepared by a registered professional engineer as reflected on Exhibit E, which Plans the City has approved. The Developer, its contractors and subcontractors, shall follow all instructions received from the City Engineer, except to the extent the same are inconsistent with the terms hereof.

b) Within 45 days after completion of the Developer Improvements, the Developer shall supply the City with a complete set of reproducible "as constructed" plans, each prepared in accordance with City standards, and in AutoCAD format based on Anoka County coordinates. Iron monuments must be installed for all lots within the Subdivision by the Developer in accordance with state law. The Developer's surveyor shall submit a written notice to the City certifying that the monuments have been installed.

c) The Developer agrees to provide, or to require its contractor to provide to the City a warranty bond against defects in labor and materials for the Developer Improvements as set forth in Section 2 of this Agreement for a period of two (2) years from the date of their final completion. The warranty bond shall also provide for restoration of adjacent existing public infrastructure used for access to the Developer Improvements. During such period, the Developer agrees to repair or replace any warrantied improvement, or portion or element thereof, which shows signs of failure, normal wear and tear excepted. A decision regarding whether a warrantied improvement shows signs of failure shall be made by the City in the reasonable exercise of its judgment. If the Developer fails to repair or replace a defective warrantied improvement during the warranty period, and such failure continues after notice required hereunder and expiration of the applicable cure period, the City may invoke the warranty bond to pay for the required repairs or replacements. The Developer agrees to reimburse the City fully for the cost of all warrantied improvements if the cost thereof exceeds the warranty bond. Such reimbursement must be made within 45 days of the date upon which the City notifies the Developer of the cost due under this section. If the Developer fails to make required payments to the City, and such failure continues after written notice thereof and the expiration of the applicable cure period, the Developer hereby consents to the City levying special assessments for any unreimbursed amount associated with such costs against the property. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the lot of the repair or replacement of the Developer Improvements and hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.

6. Sanitary Sewer and Water Improvements. The Developer shall construct and maintain the sanitary sewer and water main services to serve the units within the Subdivision. The Developer's work in constructing and extending the utility services shall be in accordance with the Plans and will comply with all City requirements regarding such utilities.

7. Stormwater Improvements. The Developer shall construct and maintain the stormwater improvements for the Subdivision as shown on the Plans. Those improvements include retention basins, infiltration basins, and other stormwater BMPs. Landscaping of stormwater BMPs shall be performed by the Developer.

8. Landscaping. The Developer agrees to install landscaping within the Subdivision in accordance with the Plans. The Developer shall install boulevard restoration including topsoil, sod, or grass seed, and curb stop adjustments. All landscaping shall include hardy, non-invasive and drought tolerant species appropriate for Minnesota. All landscaping materials shall be maintained and replaced if they die within two (2) years.

9. Letter of Credit. a) In order to ensure completion of the Developer Improvements required under this Agreement and satisfaction of all fees due to the City, the Developer agrees to deliver to the City prior to beginning any construction or work on the Developer Improvements a letter of credit (the "Letter of Credit") in the amount equal to 100% of the costs of the Developer Improvements. The City Engineer shall base his/her calculation of the required amount of the Letter of Credit on bids received by the Developer for various elements of the project relating to the Developer Improvements (so long as City Engineer has approved such bids) or, where bids are not currently available, on estimates provided by the Developer's engineer and approved by the City Engineer. The Letter of Credit shall be delivered to the City prior to beginning any work on the Developer Improvements and shall renew automatically thereafter until released by the City. The estimated cost of the elements of the work covered by the Letter of Credit is itemized on Exhibit C attached hereto. The Letter of Credit shall be issued by a bank licensed to do business in the United States determined by the City to be solvent and creditworthy and shall be in a form acceptable to the City in its reasonable discretion. The Letter of Credit shall allow the City to draw upon the instrument, in whole or part, to complete construction of any or all of the Developer Improvements and other specified work within the Subdivision and to pay any fees or costs due to the City by the Developer.

b) The City agrees that prior to drawing on the Letter of Credit or, except as otherwise expressly set forth herein, otherwise exercising its remedies for a default by Developer hereunder it will provide written notice to the Developer, and any construction lender, and a period of no less than 30 days for the Developer or lender to cure the default. Notwithstanding the above, the City shall not be obligated to allow a cure period which extends beyond the expiration date of the Letter of Credit.

c) Periodically and upon request by the Developer, but not more frequently than once per month, the City agrees to reduce the Letter of Credit to an amount roughly equal to 100 percent of the cost of the remaining work, subject to evaluation of the City's maximum risk exposure, and satisfaction of all the Developer's financial obligations to the City. The Letter of Credit shall be released in full and returned to the Developer following completion of the Developer Improvements and completion of all other financial requirements of this Agreement, as well as delivery of the required warranty bond(s) to the City for the Developer Improvements. Prior to releasing any portion of the Letter of Credit or accepting another letter of credit in replacement, the City shall first be satisfied regarding the quality and completeness of the work on the warrantied improvements and that the Developer has taken such steps as may be necessary to ensure that no liens will attach to the Subdivision.

d) It is the intention of the parties that the City always have available to it a Letter of Credit in an amount adequate to ensure completion of all elements of the Developer Improvements and other obligations of the Developer under this Agreement. To that end and notwithstanding anything herein to the contrary, all requests by the Developer for a reduction or release of the Letter of Credit shall be evaluated by the City in light of that principle.

e) If at any time the City reasonably determines that the bank issuing the Letter of Credit has total assets of less than $100,000,000 the City shall notify the Developer and the Developer shall provide to the City at least twenty (20) days prior to the expiration of the then current term of the Letter of Credit, a substitute Letter of Credit from another bank meeting the City's requirements. If the Developer fails to provide the City with a substitute Letter of Credit from an issuing bank satisfactory to the City at least 20 days prior to the expiration of the then current term of the Letter of Credit, the City may draw under the existing Letter of Credit.

10. Park Dedication Fee. Prior to release of the final plat for MarNicArt, the Developer shall deposit in the City's Park Improvement Fund $20,000 for parks, recreational facilities, playgrounds, trails, wetlands, and open space purposes for MarNicArt in accordance with the terms and conditions of approval by the City Council. This amount has been calculated as prescribed by City Code 11-1506 and determined to be eight single-family units x $2,500 per unit = $20,000. The Developer acknowledges that the Project will increase the need for City parkland and other open space for current City residents and future residents of the Development. Developer agrees that the parkland dedication fees paid in the amount of $20,000 pursuant to this Agreement are reasonably related to and roughly proportionate with the need created by the Development.

11. Responsibility for Costs. The Developer agrees to reimburse the City for the reasonable costs incurred for engineering staff to perform construction observation of the private improvements. The Developer agrees to reimburse the City in full for such reasonable costs within 45 days after notice in writing by the City. The City will provide an itemization of such costs to Developer upon written request. The Developer further agrees to hire a geotechnical testing firm

qualified to perform construction materials testing as necessary to construct the Developer Improvements according to the project plans and specifications approved by the City. The geotechnical testing firm shall be approved by the City Engineer. In the event either party hereto initiates a lawsuit or other proceeding to resolve a dispute arising hereunder, the prevailing party in such dispute (i.e. the party whose position is substantially upheld) shall be entitled to reimbursement from the non-prevailing party for all costs incurred in connection with such proceeding, including without limitation reasonable attorney fees.

12. Developer's Default. In the event of default by the Developer as to construction or repair of any of the Developer Improvements or any other work or undertaking required by this Agreement and following the written notice and opportunity to cure provided for in this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the land within the Subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes Section 429.081.

13. Insurance. The Developer agrees to take out and maintain or cause to be taken out and maintained until six months after the City has accepted the Developer Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than $1,000,000 when the claim is one for death by wrongful act or omission or for any other claim and $2,000,000 for any number of claims arising out of a single occurrence. The City shall be named as an additional insured on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.

14. No Building Permits Approved; Certificates of Occupancy. a) Approvals granted herein by the City regarding the Subdivision do not include approval of a building permit for any structure within the Subdivision. The Developer must submit and the City must approve building plans prior to an application for a building permit for a structure on any lot within the Subdivision. Prior to building permit issuance for each structure within the Subdivision, a certificate of survey for such a parcel must be submitted to the City for review and approval by the Building and Engineering Departments. The Certificate of Survey must include a certification by the builder that the construction of the structure is consistent with this Agreement and all exhibits attached hereto, and shall further contain the following information:

1. Topography with two-foot contour intervals for existing and proposed grades. Topography must be field verified;
2. Location of structures with finished floor elevations;
3. Retaining walls (type, height, and type of details);
4. Location of existing and proposed public and private utilities including sewer, water, gas, and electric lines;
5. Detailed grading plans, including spot elevations at all property corners, drainage swales with slopes identified, and proposed driveway slope;
6. No construction or grading within any conservancy easement area;
7. No steepening of the natural slopes and walk out levels that meet natural grade;
8. Engineered design for footing, foundation, and retaining walls;
9. All easements of records; and
10. Adjacent streams, rivers, wetland, ponds, etc. for each.

All building pads must be certified prior to initiation of construction of a home on a lot. The Developer or the party applying for a building permit shall be responsible for payment of the customary fees associated with the building permit and all other deferred fees as specified in this Agreement.

b) No certificate of occupancy shall be issued for any home constructed in the Subdivision unless prior thereto the lot has been graded and all landscaping installed in accordance with the Plans, the driveway has been installed, the footing drain tile or sump pump, if any, is discharging in an approved location and the water service valve is in proper working order. In cases in which seasonal weather conditions make compliance with these conditions impossible, the City may accept an escrow of sufficient amount to ensure completion of the work during the following construction season.

15. Clean up and Dust Control. The Developer shall clean dirt and debris on all streets internal and adjacent to the site on a daily basis resulting from construction work by the Developer, its contractors, agents or assigns, including any party constructing houses within the Subdivision. Prior to any construction within the Subdivision, the Developer shall identify to the City in writing a responsible party for erosion control, street cleaning, and street sweeping. The Developer shall provide dust control to the satisfaction of the City's engineer throughout construction within the Subdivision.

16. Compliance with Laws; Applicable Law. a) The Developer agrees to comply with all laws, resolutions, ordinances, regulations and directives of the State of Minnesota and the City applicable to the Subdivision. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits for lots within the Subdivision.

b) This Agreement shall be construed according to the laws of Minnesota.

17. Agreement Runs with the Land. This Agreement shall run with the Subdivision and shall be recorded against the title thereto and shall bind and inure to the benefit of the City and the Developer and their successors and assigns. The Developer's successor in title may be responsible for obligations under this Agreement as required by the City. The Developer warrants that there are no unrecorded encumbrances or interests relating to the Subdivision. The Developer agrees to indemnify and hold the City harmless for any breach of the foregoing covenants.

18. Indemnification. The Developer hereby agrees to indemnify and hold the City and its officers, employees, and agents harmless from claims made by third parties for damages sustained or costs incurred resulting from any wrongful act or negligence of the Developer, its agents, employees, or contractors, taken pursuant to this Agreement. The Developer hereby agrees to indemnify and hold the City and its officers, employees, and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including reasonable attorneys' fees, except matters involving procedural errors in violation of law or acts of negligence by the City, its agents, employees, or contractors.

19. Assignment. The Developer may assign this Agreement to an entity controlled by the Developer by written notice to the City. Otherwise, this Agreement may only be assigned by Developer with the written permission of the City, which permission shall not be unreasonably denied, conditioned or delayed so long as the assignee is under common control with Developer. No such assignment shall be effective unless the assignee assumes in writing all obligations of the Developer under this Agreement and the documents related thereto and evidencing such assumption shall be in a form reasonably acceptable to the City. The obligation of the Developer or assignee shall continue in full force and effect even as the Developer or assignees allowed hereunder sells lots within the Subdivision.

20. Notices. Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested:

a) as to Developer:

Ibiza, LLC
5113 W 58th St.
Edina, MN 55436
Attention: Aleksey Derevyanko

with a copy to:

b) as to City:

City of Coon Rapids:
11155 Robinson Drive
Coon Rapids, MN 55433
Attention: City Manager

with a Copy to:

City of Coon Rapids
Attn: City Attorney
11155 Robinson Drive
Coon Rapids, MN 55433

or at such other address as either party may from time to time notify the other in writing in accordance with this section. The Developer shall notify the City if there is any change in its name or address.

21. Severability. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other section or provision of this Agreement.

22. Non-waiver. Each right, power or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

23. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

24. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by an authorized representative of the other party. It is understood that subsequent amendments to this Agreement may be necessary to complete the understandings of the parties relating to necessary improvements and uses of the Property.

25. Construction Times. All construction activities must be confined to the following hours of operation:

Monday – Friday 7:00 a.m. until 10:00 p.m.
Saturday & Sunday Not allowed unless it is an emergency situation and permission from the City is received.

This does not apply to activities that are required on a 24-hour basis such as dewatering. Any deviation from the above hours is subject to the approval of the City.

26. Warrant of Authority. The Developer warrants and guarantees that it has the authority to enter into this Agreement and to make it a covenant on the Property binding all current and future owners.

27. Certificate of Completion. Upon completion of the obligations contained in this Agreement to construct the Developer Improvements in the Subdivision, the City agrees to execute a Certificate of Completion certifying that the Developer Improvements have been completed as required by this Agreement. The Developer may record the Certificate of Completion in the chain of title for the Property. The City shall use reasonable efforts to provide the Certificate of Completion as soon as practicable and will not unreasonably withhold issuance of either document.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF COON RAPIDS

By:_____
Jerry Koch, Mayor

By _____
Matt Stemwedel, City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Jerry Koch and Matt Stemwedel, the Mayor and City Manager, respectively, of the City of Coon Rapids, a Minnesota municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

[redacted]

Its: President

STATE OF MN)
) ss
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 26th day of August 2026, by Alexsey Derevyanko the President of Ibiza, LLC a Minnesota limited liability company, on behalf of the company.

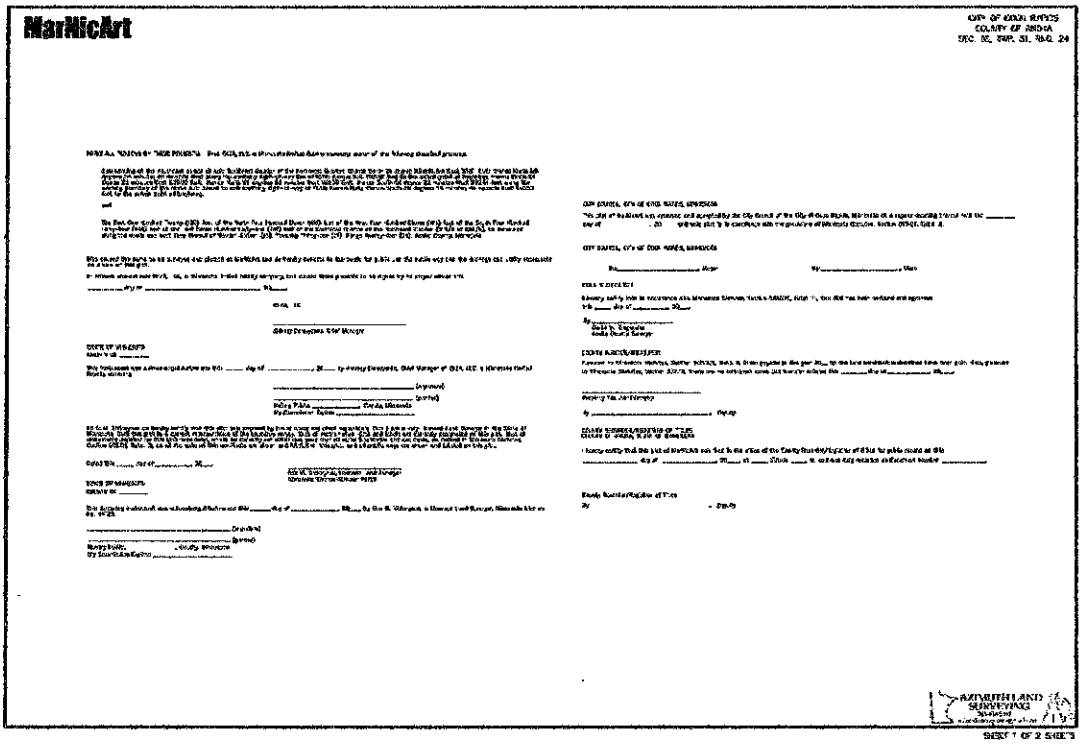
[redacted]

Notary Public

KATHERINE DIANE MEEHAN
Notary Public-Minnesota
My Commission Expires Jan. 31, 2030

EXHIBIT A TO
DEVELOPMENT AGREEMENT

Final Plat



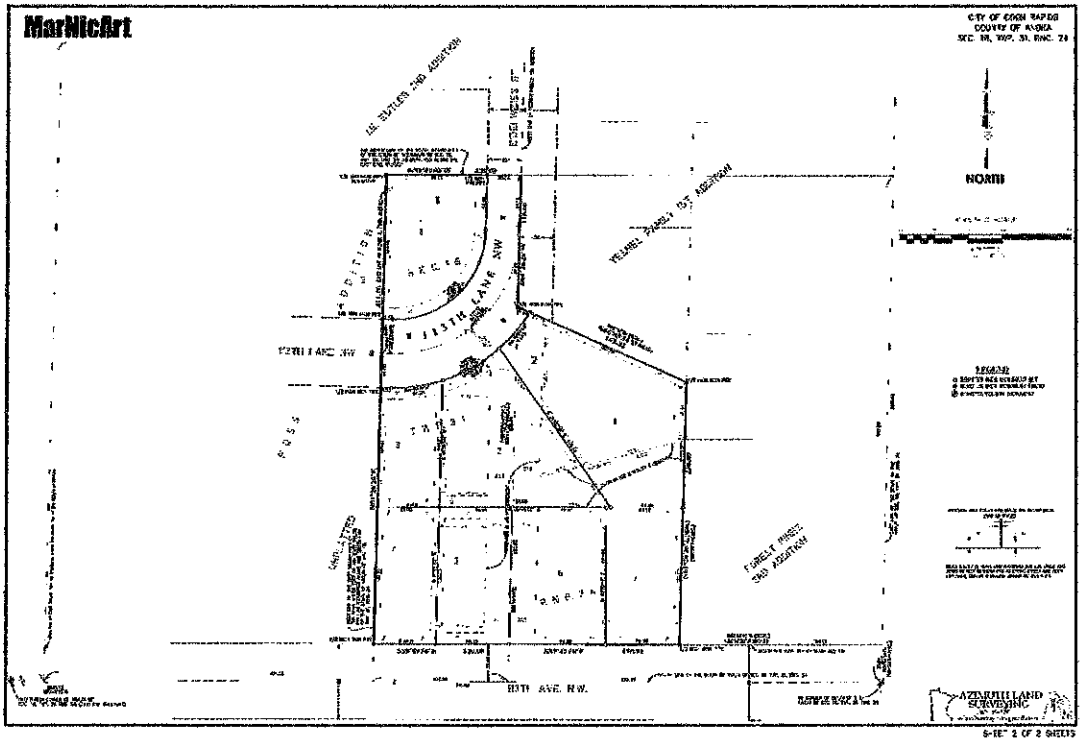


EXHIBIT B TO
DEVELOPMENT AGREEMENT

Current Legal Description of the Property

The East One Hundred Twenty (120) feet of the North Four Hundred Eleven (411) feet of the West Four Hundred Eleven (411) feet of the South Four Hundred Forty-four (444) feet of the East Seven Hundred Forty-one (741) feet of the Southeast Quarter of the Northwest Quarter (SE1/4 of NW1/4), as measured along the south and east lines thereof of Section Sixteen (16), Township Thirty-one (31), Range Twenty-four (24), Anoka County, Minnesota.

And

Commencing at the southeast corner of the Southeast Quarter of the Northwest Quarter of Section 16, Township 31, Range 24, Anoka County, Minnesota; thence North 01 degree 22 minutes East 33.01 feet; thence North 89 degrees 54 minutes 45 seconds West along the northerly right-of-way line of 113th Avenue N.W. 180.00 feet to the actual point of beginning; thence North 01 degree 22 minutes East 230.00 feet; thence North 66 degrees 08 minutes West 162.32 feet; thence South 01 degree 22 minutes West 295.44 feet along the westerly boundary of the above said parcel to said northerly right-of-way of 113th Avenue N.W.; thence South 89 degrees 54 minutes 45 seconds East 150.00 feet to the actual point of beginning.

(PIDs: 16-31-24-24-0001 & 16-31-24-24-0004)

Proposed Legal Description of the Property

Lot 1, Block 1; and Lots 1 through 7, Block 2, MARNICART, Anoka County, Minnesota.

EXHIBIT C TO
DEVELOPMENT AGREEMENT

Developer Improvements Cost Estimate

Utility Service Installation & Streets	$ 195,409.00
Sidewalks/Trails	$ 0
Street Lighting	$ 0
Grading	$ 20,000.00
Open Space Landscaping	$ 20,000.00
TOTAL	$ 235,409.00

City Council Regular **5.**

Meeting Date: 09/01/2026
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 8/13/2026 to 8/26/2026.

Attachments

Electronic Payments 8/13/2026 - 8/26/2026

INVOICE DISTRIBUTION REPORT FOR CITY OF COON RAPIDS

ELECTRONIC PAYMENT TRANSACTION DATES
08/13/2026 - 08/26/2026

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10000 GENERAL FUND					
Department: 10309 LEGAL SERVICES					
10000-10309-6230	TRAVEL/SCHOOLS/CONFERENCES	BRODIE, DAVID	IMIA CONFERENCE AIRFARE	898.00	3111
			Total Department 10309 LEGAL SERVICES	898.00	
Department: 10410 ELECTIONS & VOTER REGISTRATION					
10000-10410-6240	ADVERTISING & PRINTING	ECM PUBLISHERS	NOTICE OF PUBLIC ACCURACY TEST	33.00	3114
			Total Department 10410 ELECTIONS & VOTER REGISTRATION	33.00	
Department: 12110 MAINT OF OFFICIAL RECORDS					
10000-12110-6240	ADVERTISING & PRINTING	ECM PUBLISHERS	ORDINANCE PUBLICATION #2353	69.50	3143
10000-12110-6240	ADVERTISING & PRINTING	ECM PUBLISHERS	ORDINANCE PUBLICATION #2352	91.50	3143
			Total Department 12110 MAINT OF OFFICIAL RECORDS	161.00	
Department: 14808 PURCHASING					
10000-14808-6310	OFFICE SUPPLIES	THE PRESSROOM	RETURN ADDRESS LABELS	519.45	3157
			Total Department 14808 PURCHASING	519.45	
Department: 20109 LEGAL PROSECUTION					
10000-20109-6230	TRAVEL/SCHOOLS/CONFERENCES	CORLEW, SAMANTHA	RISE CONFERENCE EXPENSE REIMBURSEMENT	573.58	3113
			Total Department 20109 LEGAL PROSECUTION	573.58	
Department: 20321 PREVENTATIVE PATROL/TRAFFIC					
10000-20321-6370	GENERAL SUPPLIES	STREICHERS	W JOHNSON K9 VEST PATCH	21.99	3155
10000-20321-6371	CARE & SUBSIDIES OF ANIMAL	MENARDS	K9 MAC KENNEL ITEMS	146.32	3146
			Total Department 20321 PREVENTATIVE PATROL/TRAFFIC	168.31	
Department: 20621 SCHOOL LIAISON/COMM EDUCATION					
10000-20621-6230	TRAVEL/SCHOOLS/CONFERENCES	PLATZ, BRYAN	SRO TRAINING EXPENSE REIMBURSEMENT	150.00	3120
			Total Department 20621 SCHOOL LIAISON/COMM EDUCATION	150.00	
Department: 22322 FIRE SUPPRESSION					
10000-22322-6342	M & R EQUIPMENT - BY CITY	MACQUEEN EQUIP INC	MACQUEEN-R1 KUSSMAUL CHARGER	1,411.00	3116
10000-22322-6342	M & R EQUIPMENT - BY CITY	CLAREYS SAFETY EQUIP	GAS DETECTION EQUIP. REPAIR/PARTS	2,171.18	3139
10000-22322-6342	M & R EQUIPMENT - BY CITY	MENARDS	HVAC REPAIR -F1	33.99	3146
			Total Department 22322 FIRE SUPPRESSION	3,616.17	
Department: 40114 PLANNING					
10000-40114-6240	ADVERTISING & PRINTING	ECM PUBLISHERS	AUG BAA PH NOTICE	77.00	3114
			Total Department 40114 PLANNING	77.00	
Department: 50132 STREET MAINTENANCE					
10000-50132-6342	M & R EQUIPMENT - BY CITY	MACQUEEN EQUIP INC	2 REAR DRIVER'S SIDE BUMPER STROBES -	144.84	3145
10000-50132-6370	GENERAL SUPPLIES	MACQUEEN EQUIP INC	TRACKLESS BLOWER SHEAR BOLTS	139.08	3116
			Total Department 50132 STREET MAINTENANCE	283.92	
Department: 50633 CENTRAL GARAGE/VEHICLE MAINT					
10000-50633-5610	GAS FOR CHARGEBACK	PETROLEUM TRADERS CORPORAT	FUEL DELIVERY 7/24/26	28,099.62	3153
10000-50633-5630	PARTS & O/H ITEMS FOR CHRG	MTI DISTRIBUTING	STOCK PARTS	251.98	3119
10000-50633-6370	GENERAL SUPPLIES	MTI DISTRIBUTING	V BELT #174 26-37549 - RETURNED	(194.48)	3064
			Total Department 50633 CENTRAL GARAGE/VEHICLE MAINT	28,157.12	
Department: 50713 PUBLIC BUILDING MAINTENANCE					
10000-50713-6341	M & R BUILDING - BY CITY	MENARDS	2 FILTERS FOR FIRE 1 - TO BE RETURNED	9.98	3117
10000-50713-6341	M & R BUILDING - BY CITY	MENARDS	2 FILTERS FOR FIRE 1 - RETURNED	(9.98)	3075

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10000 GENERAL FUND					
Department: 50713 PUBLIC BUILDING MAINTENANCE					
10000-50713-6341	M & R BUILDING - BY CITY	MENARDS	CEILING TILES RETURNED	(109.00)	3146
10000-50713-6343	M & R OTHER IMPROVEMTS-BY	MENARDS	ALLIGATOR CLIPS - FACILITIES	2.19	3117
10000-50713-6343	M & R OTHER IMPROVEMTS-BY	MENARDS	REBAR TIE WIRE ROLL - VAN #393 - FACI	9.69	3117
10000-50713-6370	GENERAL SUPPLIES	MENARDS	CLEANING SUPPLIES VINEGAR - FACILITIE	1.99	3146
			Total Department 50713 PUBLIC BUILDING MAINTENANCE	(95.13)	
Department: 51034 PARKS MAINTENANCE					
10000-51034-6342	M & R EQUIPMENT - BY CITY	MN EQUIPMENT	DOOR CABLE & SEALING WASHER #154 26-3	36.96	3118
10000-51034-6342	M & R EQUIPMENT - BY CITY	MTI DISTRIBUTING	MUFFLER & PIVOT HUB #148 26-37618	208.66	3119
10000-51034-6342	M & R EQUIPMENT - BY CITY	MN EQUIPMENT	PARKS - GATOR BLADE	108.24	3148
10000-51034-6370	GENERAL SUPPLIES	MENARDS	PARKS - TISSUES	23.94	3117
10000-51034-6370	GENERAL SUPPLIES	MENARDS	PARKS - PVC PLUG & SOCKET	39.66	3117
10000-51034-6370	GENERAL SUPPLIES	MENARDS	PARKS - UTILITY BLADES	20.98	3117
10000-51034-6370	GENERAL SUPPLIES	MENARDS	PARKS - MASONRY DRILL BIT	17.36	3117
10000-51034-6370	GENERAL SUPPLIES	MENARDS	PARKS - CONCRETE MIX FOR ICE CENTER P	23.94	3146
10000-51034-6370	GENERAL SUPPLIES	MENARDS	PARKS - WASHER HEAD SCREWS FOR RIVERW	13.77	3146
10000-51034-6370	GENERAL SUPPLIES	MENARDS	PARKS - CONCRETE MIX FOR ICE CENTER P	23.94	3146
10000-51034-6370	GENERAL SUPPLIES	MENARDS	PARKS - CHOPPER SCRAPER & SPRAY PAINT	60.75	3146
10000-51034-6370	GENERAL SUPPLIES	MENARDS	SAND CREEK PARK - POLES	101.76	3146
10000-51034-6370	GENERAL SUPPLIES	MENARDS	PARKS - DRILL BIT SET	96.97	3146
10000-51034-6370	GENERAL SUPPLIES	MENARDS	PARKS - AVIATION SNIPS FOR RIVERWIND	6.99	3146
			Total Department 51034 PARKS MAINTENANCE	783.92	
Department: 51536 INDOOR SKATING					
10000-51536-6320	SMALL TOOLS & EQUIPMENT	MENARDS	UTILITY KNIVES AND BRAKE CLEANER	17.20	3117
			Total Department 51536 INDOOR SKATING	17.20	
Department: 52138 TREE MAINTENANCE					
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO# 98912 HACKBERRY FULL TRIMMED 1535	327.12	3112
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO# 98949 FULL TRIMMED HONEY LOCUST 1	490.68	3112
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO# 98904 SILVER MAPLE TRIMMED 10411	327.12	3112
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO# 95961 REMOVED HALF DEAD MAPLE 116	396.07	3112
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO# 98951 HONEY LOCUST TRIMMED 10420	368.01	3112
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO# 98942 SILVER MAPLE RAISED/CLEANED	327.12	3112
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO#98941 TRIMMED ASH 10917 OSAGE ST	204.45	3138
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO# 97360 ASH FULL TRIM 12076 BUTTERN	408.90	3138
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO#98950 TRIMMED HONEY LOCUST 2351 10	327.12	3138
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO#98957 REMOVED HACKBERRY 2362 129TH	942.87	3138
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO#98923 TRIMMED ASH TREE 10716 FLORA	327.12	3138
10000-52138-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO#98956 REMOVED DOWNED LEAD TREE 112	990.18	3138
			Total Department 52138 TREE MAINTENANCE	5,436.76	
			Total Fund 10000 GENERAL FUND	40,780.30	
Fund: 17000 BOULEVARD TREE MAINTENANCE					
Department: 17000 BOULEVARD TREE MAINTENANCE					
17000-17000-6273	M & R OTHER IMPS - CONTRAC	TN SERVICES LLC	70 ASH TREE STUMP REMOVALS	12,864.00	3122
17000-17000-6273	M & R OTHER IMPS - CONTRAC	CARR'S TREE SERVICE	WO# 98947 ASH TRIMMED 336 123RD CIR	163.56	3112
			Total Department 17000 BOULEVARD TREE MAINTENANCE	13,027.56	
			Total Fund 17000 BOULEVARD TREE MAINTENANCE	13,027.56	

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 29000 RECYCLING FUND					
Department: 74100 RECYCLING - SCORE					
29000-74100-6271	M & R BLDGS/STRUCTURES - C	ATLAS STAFFING INC	RECYCLING STAFF	2,625.28	3109
29000-74100-6271	M & R BLDGS/STRUCTURES - C	ATLAS STAFFING INC	RECYCLING STAFF	3,265.76	3137
29000-74100-6370	GENERAL SUPPLIES	UPS	UPS PICK UP	10.30	3123
29000-74100-6370	GENERAL SUPPLIES	UPS	UPS PICK UP	11.49	3123
29000-74100-6370	GENERAL SUPPLIES	MENARDS	MIRRORS FOR CLOTHING EVENT	23.91	3146
			Total Department 74100 RECYCLING - SCORE	5,936.74	
			Total Fund 29000 RECYCLING FUND	5,936.74	
Fund: 50000 SPECIAL ASSESSMENT FUND					
Department: 75900 SPECIAL ASSESSMENT PROJECTS					
50000-75900-6541-2018-14	LAND	SRF CONSULTING GROUP	ACQUISITION/RELOCATION THRU JULY 2026	3,397.10	3154
			Total Department 75900 SPECIAL ASSESSMENT PROJECTS	3,397.10	
			Total Fund 50000 SPECIAL ASSESSMENT FUND	3,397.10	
Fund: 52260 2026 BONDED PROJECTS FUND					
Department: 52260 2026 BONDED PROJECTS					
52260-52260-6545-2026-01	OTHER IMPROVEMENTS	BRAUN INTERTEC	CONSTRUCTION MATERIALS TESTING	6,599.50	3110
52260-52260-6545-2026-01	OTHER IMPROVEMENTS	THE PRESSROOM	SOD DOOR HANGERS PROJECT 26-1	169.44	3121
			Total Department 52260 2026 BONDED PROJECTS	6,768.94	
			Total Fund 52260 2026 BONDED PROJECTS FUND	6,768.94	
Fund: 64000 STREET RECONSTRUCTION FUND					
Department: 79731 STREET RECONSTRUCTION					
64000-79731-6273-2026-02	M & R OTHER IMPS - CONTRAC	BRAUN INTERTEC	CONSTRUCTION MATERIAL TESTING - 26-02	291.50	3110
			Total Department 79731 STREET RECONSTRUCTION	291.50	
			Total Fund 64000 STREET RECONSTRUCTION FUND	291.50	
Fund: 65000 CAPITAL EQUIPMENT FUND					
Department: 78821 CAPITAL EQUIPMENT					
65000-78821-6544	MACHINERY & AUTOMOTIVE	MACQUEEN EQUIP INC	MARKED SQUAD P26	15,936.71	3145
			Total Department 78821 CAPITAL EQUIPMENT	15,936.71	
			Total Fund 65000 CAPITAL EQUIPMENT FUND	15,936.71	
Fund: 69000 HRA FUND					
Department: 70117 HRA ADMINISTRATION					
69000-70117-6222	POSTAGE	ECM PUBLISHERS	BUSINESS UPDATE NEWSLETTER	515.27	3143
69000-70117-6240	ADVERTISING & PRINTING	ECM PUBLISHERS	BUSINESS UPDATE NEWSLETTER	1,190.00	3143
			Total Department 70117 HRA ADMINISTRATION	1,705.27	
			Total Fund 69000 HRA FUND	1,705.27	
Fund: 70000 SEWER FUND					
Department: 62074 SANITARY SEWER MAINTENANCE					
70000-62074-6342	M & R EQUIPMENT - BY CITY	MACQUEEN EQUIP INC	AIR DRYER CARTRIDGE, GASKET CAP #78 2	547.36	3116
70000-62074-6370	GENERAL SUPPLIES	MENARDS	GALVANIZING SPRAY & PRIMER SPRAY	29.94	3117
			Total Department 62074 SANITARY SEWER MAINTENANCE	577.30	
			Total Fund 70000 SEWER FUND	577.30	

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 71000 WATER FUND					
Department: 60171 WATER SYSTEM MAINTENANCE					
71000-60171-6370	GENERAL SUPPLIES	MENARDS	COPPER PIPES, ELBOWS, ADAPTERS	119.06	3117
71000-60171-6370	GENERAL SUPPLIES	MENARDS	LIGHT CONTROL WITH PHOTOCELL	11.49	3117
71000-60171-6370	GENERAL SUPPLIES	MENARDS	PRESS UNION, COUPLING, BALL VALVE, AD	77.56	3146
71000-60171-6370	GENERAL SUPPLIES	MENARDS	SPLIT RING HANGERS & HAMMER DRILL BIT	365.21	3146
71000-60171-6370	GENERAL SUPPLIES	MENARDS	COPPER PIPES & PRESSES	407.26	3146
			Total Department 60171 WATER SYSTEM MAINTENANCE	980.58	
			Total Fund 71000 WATER FUND	980.58	
Fund: 72000 STORM WATER DRAINAGE FUND					
Department: 64076 STORM WATER DRAINAGE					
72000-64076-6342	M & R EQUIPMENT - BY CITY	MACQUEEN EQUIP INC	AIR DRYER CARTRIDGE, GASKET CAP #78 2	113.19	3116
72000-64076-6342	M & R EQUIPMENT - BY CITY	MACQUEEN EQUIP INC	WATER FILTER CAP #78 26-37479	82.63	3145
			Total Department 64076 STORM WATER DRAINAGE	195.82	
			Total Fund 72000 STORM WATER DRAINAGE FUND	195.82	
Fund: 73000 GOLF FUND					
Department: 00000					
73000-00000-2260	LEASES PAYABLE CURR PORTIO	HUNTINGTON NATIONAL BANK	GOLF CART GPS/AUG2026	7,228.66	3115
			Total Department 00000	7,228.66	
Department: 67381 GOLF COURSE MAINTENANCE					
73000-67381-6342	M & R EQUIPMENT - BY CITY	MTI DISTRIBUTING	GREENS MOWERS BED KNIVES	202.02	3119
73000-67381-6342	M & R EQUIPMENT - BY CITY	MTI DISTRIBUTING	GREENS MOWER BED KNIVES AND SCREWS	411.44	3119
73000-67381-6342	M & R EQUIPMENT - BY CITY	MN EQUIPMENT	ZERO TURN MOWER PARTS	209.03	3118
73000-67381-6342	M & R EQUIPMENT - BY CITY	MOR GOLF AND UTILITY	UTILITY CART PARTS	29.55	3150
73000-67381-6342	M & R EQUIPMENT - BY CITY	DAVIS EQUIPMENT CORPORATIO	CLUTCH CABLE FOR CUSHMAN UTILITY C AR	293.72	3142
73000-67381-6342	M & R EQUIPMENT - BY CITY	MTI DISTRIBUTING	MOWER BLADES	328.11	3151
73000-67381-6342	M & R EQUIPMENT - BY CITY	MTI DISTRIBUTING	SWITCH FOR MOWER	33.96	3151
73000-67381-6370	GENERAL SUPPLIES	MTI DISTRIBUTING	IRRIGATION REPAIR PARTS	753.66	3151
73000-67381-6370	GENERAL SUPPLIES	MTI DISTRIBUTING	IRRIGATION VALVE	934.72	3151
73000-67381-6370	GENERAL SUPPLIES	MTI DISTRIBUTING	IRRIGATION PVC FITTINGS	59.64	3151
			Total Department 67381 GOLF COURSE MAINTENANCE	3,255.85	
Department: 67382 GOLF COURSE ADMINISTRATION					
73000-67382-6745	LEASES - INTEREST	HUNTINGTON NATIONAL BANK	GOLF CART GPS/AUG2026	471.34	3115
			Total Department 67382 GOLF COURSE ADMINISTRATION	471.34	
			Total Fund 73000 GOLF FUND	10,955.85	
Fund: 99000 PAYROLL CLEARING FUND					
Department: 00000					
99000-00000-2025	SALARIES PAYABLE	CR POLICE ASSOCIATION SCHO	Remittance Check	58.00	3141
99000-00000-2025	SALARIES PAYABLE	MN BENEFIT ASSOCIATION	Remittance Check	46.89	3147
99000-00000-2025	SALARIES PAYABLE	EMPOWER RETIREMENT SERVICE	Remittance Check	1,204.40	3158
99000-00000-2025	SALARIES PAYABLE	MN STATE RETIREMENT SYSTEM	Remittance Check	2,243.49	3159
99000-00000-2025	SALARIES PAYABLE	BPAS VEBA EFT	Remittance Check	1,823.15	3135
99000-00000-2025	SALARIES PAYABLE	BRI HSA EFT	Remittance Check	31,408.76	3134
99000-00000-2025	SALARIES PAYABLE	MN STATE RETIREMENT SYSTEM	Remittance Check	20,768.64	3128
99000-00000-2025	SALARIES PAYABLE	MISSION SQUARE ROTH IRA PA	Remittance Check	7,054.26	3132
99000-00000-2025	SALARIES PAYABLE	MISSION SQUARE 457 PAYROLL	Remittance Check	30,877.18	3125

INVOICE DISTRIBUTION REPORT FOR CITY OF COON RAPIDS

ELECTRONIC PAYMENT TRANSACTION DATES
08/13/2026 - 08/26/2026

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 99000 PAYROLL CLEARING FUND					
Department: 00000					
99000-00000-2025	SALARIES PAYABLE	EMPOWER RETIREMENT SERVICE	Remittance Check	3,341.26	3130
99000-00000-2025	SALARIES PAYABLE	MN DEPT OF REV - PAYROLL E	Remittance Check	46,626.83	3129
99000-00000-2025	SALARIES PAYABLE	MN DEPT OF REVENUE-WW EFT	Remittance Check	250.00	3127
99000-00000-2025	SALARIES PAYABLE	IRS - EFT	Remittance Check	99,940.19	3124
99000-00000-2025	SALARIES PAYABLE	NORTH DAKOTA CHILD SUPPORT	Remittance Check	330.93	3133
99000-00000-2025	SALARIES PAYABLE	WISCONSIN SUPPORT COLLECTI	Remittance Check	761.31	3131
99000-00000-2025	SALARIES PAYABLE	MN CHILD SUPPORT PAYMENT C	Remittance Check	594.82	3126
99000-00000-2025	SALARIES PAYABLE	NCPERS C/O MEMBER BENEFTS	Remittance Check	480.00	3152
99000-00000-2025	SALARIES PAYABLE	MN TEAMSTER UNION 320	Remittance Check	1,683.50	3149
99000-00000-2025	SALARIES PAYABLE	FIREFIGHTERS LOCAL 1935	Remittance Check	2,154.10	3144
99000-00000-2025	SALARIES PAYABLE	COON RAPIDS POLICE ASSOC	Remittance Check	170.00	3140
99000-00000-2025	SALARIES PAYABLE	IRS - EFT	Remittance Check	143.00	3163
99000-00000-2025	SALARIES PAYABLE	MN DEPT OF REV - PAYROLL E	Remittance Check	106.95	3162
99000-00000-2025	SALARIES PAYABLE	MN STATE RETIREMENT SYSTEM	Remittance Check	57.17	3161
99000-00000-2026	BENEFITS PAYABLE	BRI FSA EFT	Remittance Check	5,033.32	3165
99000-00000-2026	BENEFITS PAYABLE	BRI FSA EFT	Remittance Check	187.50	3164
99000-00000-2031	ACCRUED DENTAL INS PAYABLE	TEAMSTER JC32 H&W FUND	Remittance Check	3,906.00	3156
99000-00000-2035	ACCRUED PERA PAYABLE	PERA - EFT	Remittance Check	235,269.61	3097
99000-00000-2036	ACCRUED FICA & MEDICARE PA	IRS - EFT	Remittance Check	107,911.30	3124
99000-00000-2036	ACCRUED FICA & MEDICARE PA	IRS - EFT	Remittance Check	81.24	3163
			Total Department 00000	604,513.80	
			Total Fund 99000 PAYROLL CLEARING FUND	604,513.80	

INVOICE DISTRIBUTION REPORT FOR CITY OF COON RAPIDS

ELECTRONIC PAYMENT TRANSACTION DATES
08/13/2026 - 08/26/2026

GL Number	GL # Line Desc	Vendor Name	Invoice Description	Amount	Check Number
--- TOTALS BY FUND ---					
		10000	GENERAL FUND	40,780.30	
		17000	BOULEVARD TREE MAINTENANCE	13,027.56	
		29000	RECYCLING FUND	5,936.74	
		50000	SPECIAL ASSESSMENT FUND	3,397.10	
		52260	2026 BONDED PROJECTS FUND	6,768.94	
		64000	STREET RECONSTRUCTION FUND	291.50	
		65000	CAPITAL EQUIPMENT FUND	15,936.71	
		69000	HRA FUND	1,705.27	
		70000	SEWER FUND	577.30	
		71000	WATER FUND	980.58	
		72000	STORM WATER DRAINAGE FUND	195.82	
		73000	GOLF FUND	10,955.85	
		99000	PAYROLL CLEARING FUND	604,513.80	
		Total For All Funds:		705,067.47	

City Council Regular **6.**

Meeting Date: 09/01/2026

Subject: Conduct a Public Hearing for Vacation of Drainage and Utility Easement located at 12547 Riverdale Blvd. NW and Consider Resolution 26-86

Submitted For: David Brodie, City Attorney

From: Kim Reid, Administrative Legal Assistant

INTRODUCTION

The City Council is asked to conduct a public hearing to vacate a drainage and utility easement located at 12547 Riverdale Blvd. NW and consider Resolution 26-86 to vacate the drainage and utility easement.

DISCUSSION

The vacation is being considered due to a portion of an existing easement on the Costco site that needs to be vacated and re-established for the proposed gas pump area. A new drainage and utility easement will be created as a separate document. The new easement will be brought to the City Council for acceptance at a future date. On August 3, 2026, Council adopted Resolution 26-81 to consider vacating the drainage and utility easement. All utilities have been notified and there are no objections. The process for vacating an easement under the City's charter requires a public hearing and passage of a resolution. City staff recommends Council approve the resolution as it is in the public interest to vacate the easement.

RECOMMENDATION

The Council is asked to:

1. Conduct a public hearing; and
2. Adopt Resolution 26-86 to vacate a drainage and utility easement located at 12547 Riverdale Blvd. NW.

Attachments

Resolution 26-86

Location Map

Easement Vacation Exhibit

RESOLUTION NO. 26-86

RESOLUTION VACATING DRAINAGE AND UTILITY EASEMENT(S)
(12547 Riverdale Blvd. NW)

WHEREAS, the Council of the City of Coon Rapids ordered a public hearing on the vacation of drainage and utility easements as follows:

A 20.00 foot wide easement for drainage and utility purposes over, under, and across that part of Lot 4, Block 1, RIVERDALE VILLAGE 2ND ADDITION, Anoka County, Minnesota, as dedicated on the recorded plat thereof, its centerline is hereinafter described as Line A and Line B below:

Line A

Commencing at the westerly most northwest corner of said Lot 4, said corner also being a point of curvature along the west line thereof; thence on an assumed bearing of South 00 degrees 07 minutes 16 seconds East, along said west line, a distance of 164.57 feet; thence North 89 degrees 52 minutes 44 seconds East a distance of 7.55 feet; thence South 45 degrees 00 minutes 30 seconds East a distance of 68.58 feet; thence North 89 degrees 39 minutes 40 seconds East a distance of 21.26 feet to the point of beginning of said Line A; thence continue North 89 degrees 39 minutes 40 seconds East a distance of 59.74 feet to a Point hereinafter referred to as Point A; thence continue North 89 degrees 39 minutes 40 seconds East a distance of 210.20 feet to a point on the east line of said Lot 4, said point being 60.80 feet northerly of the southeast corner of said Lot 4 as measured along the east line thereof and said Line A there terminating.

Line B

Beginning at said Point A described above; thence South 00 degrees 20 minutes 20 seconds East for a distance of 18.11 feet and said Line B there terminating.

WHEREAS, notice of said public hearing was duly published in the Coon Rapids Herald on August 7, 2026 and August 14, 2026 and notice of said public hearing was duly posted all as provided by City Charter Section 1-1206, and as evidenced by exhibits attached hereto and made a part hereof; and

WHEREAS, said hearing was duly held on the 1st day of September, 2026 at 7:00 o'clock p.m. at the City Hall and all persons so desiring to be heard were then heard.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Coon Rapids finds it is in the public interest to vacate, and does so vacate said drainage and utility easements as follows:

A 20.00 foot wide easement for drainage and utility purposes over, under, and across that part of Lot 4, Block 1, RIVERDALE VILLAGE 2ND ADDITION, Anoka County,

Minnesota, as dedicated on the recorded plat thereof, its centerline is hereinafter described as Line A and Line B below:

Line A

Commencing at the westerly most northwest corner of said Lot 4, said corner also being a point of curvature along the west line thereof; thence on an assumed bearing of South 00 degrees 07 minutes 16 seconds East, along said west line, a distance of 164.57 feet; thence North 89 degrees 52 minutes 44 seconds East a distance of 7.55 feet; thence South 45 degrees 00 minutes 30 seconds East a distance of 68.58 feet; thence North 89 degrees 39 minutes 40 seconds East a distance of 21.26 feet to the point of beginning of said Line A; thence continue North 89 degrees 39 minutes 40 seconds East a distance of 59.74 feet to a Point hereinafter referred to as Point A; thence continue North 89 degrees 39 minutes 40 seconds East a distance of 210.20 feet to a point on the east line of said Lot 4, said point being 60.80 feet northerly of the southeast corner of said Lot 4 as measured along the east line thereof and said Line A there terminating.

Line B

Beginning at said Point A described above; thence South 00 degrees 20 minutes 20 seconds East for a distance of 18.11 feet and said Line B there terminating.

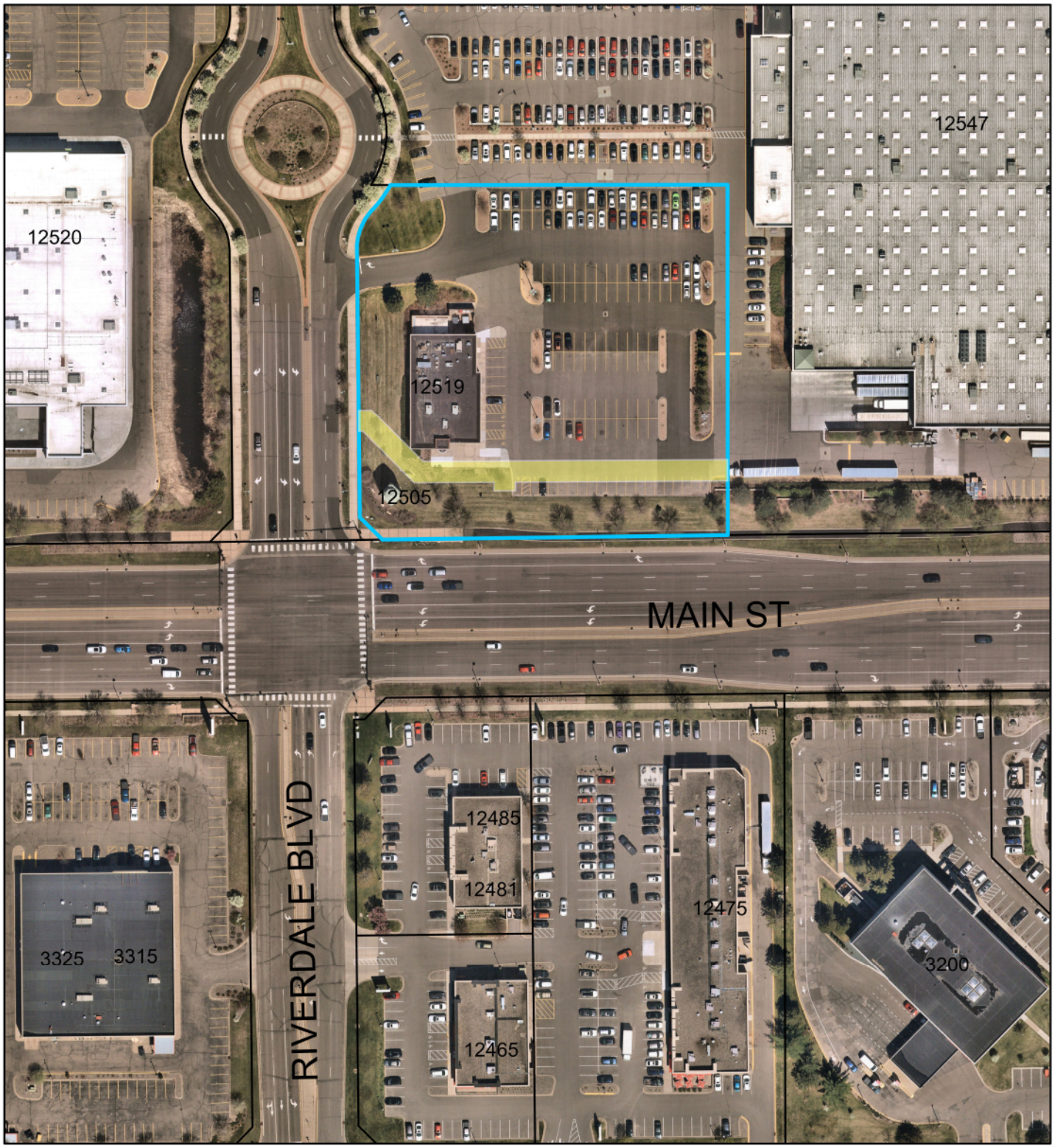
Adopted by the Coon Rapids City Council the 1st day of September, 2026.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

Easement Vacation

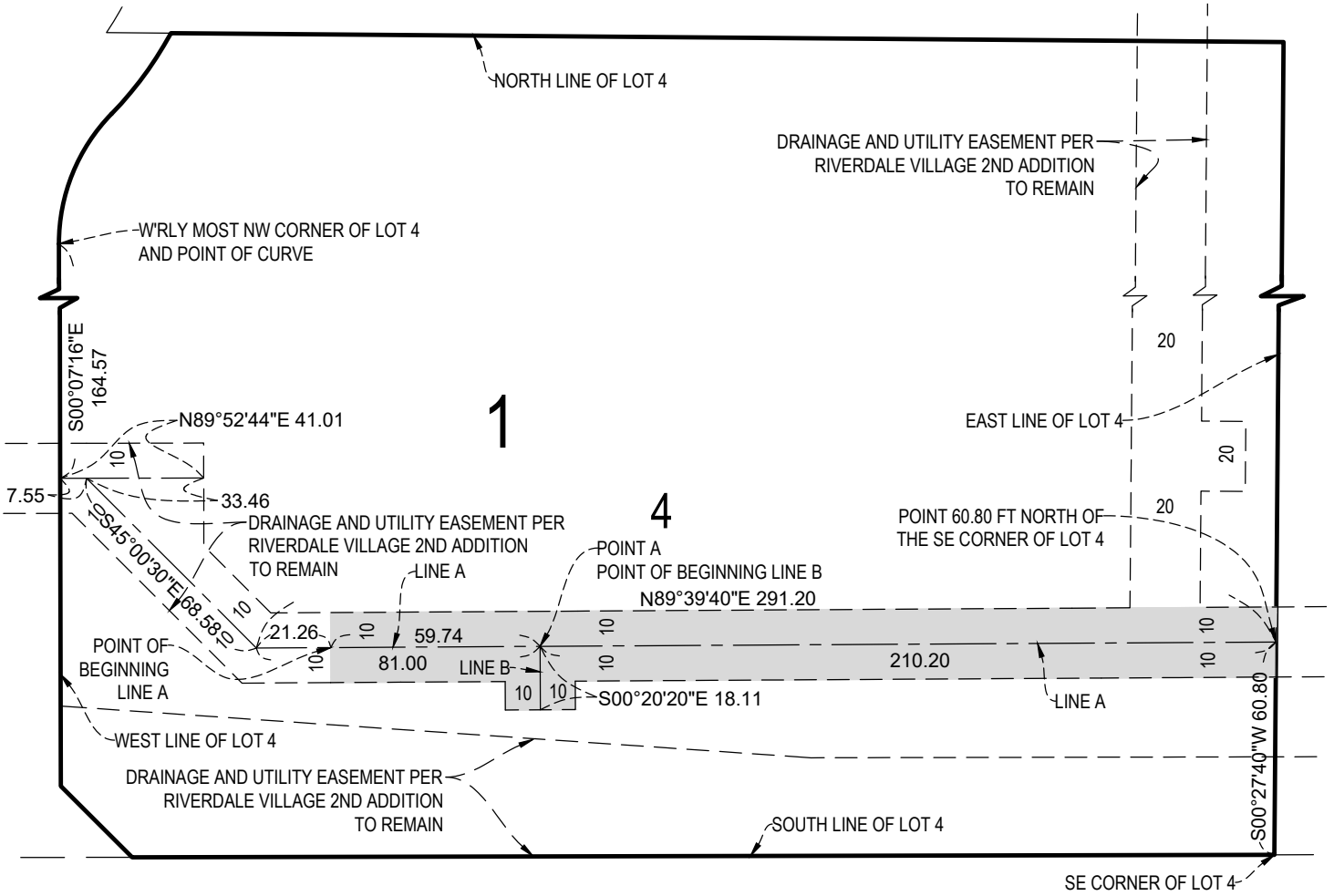


COON RAPIDS
Minnesota

N
W E
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EASEMENT VACATION EXHIBIT

FOR: COSTCO WHOLESALE



EASEMENT TO BE VACATED

A 20.00 foot wide easement for drainage and utility purposes over, under, and across that part of Lot 4, Block 1, RIVERDALE VILLAGE 2ND ADDITION, Anoka County, Minnesota, as dedicated on the recorded plat thereof, its centerline is hereinafter described as Line A and Line B below:

Line A

Commencing at the westerly most northwest corner of said Lot 4, said corner also being a point of curvature along the west line thereof; thence on an assumed bearing of South 00 degrees 07 minutes 16 seconds East, along said west line, a distance of 164.57 feet; thence North 89 degrees 52 minutes 44 seconds East a distance of 7.55 feet; thence South 45 degrees 00 minutes 30 seconds East a distance of 68.58 feet; thence North 89 degrees 39 minutes 40 seconds East a distance of 21.26 feet to the point of beginning of said Line A; thence continue North 89 degrees 39 minutes 40 seconds East a distance of 59.74 feet to a Point hereinafter referred to as Point A; thence continue North 89 degrees 39 minutes 40 seconds East a distance of 210.20 feet to a point on the east line of said Lot 4, said point being 60.80 feet northerly of the southeast corner of said Lot 4 as measured along the east line thereof and said Line A there terminating.

Line B

Beginning at said Point A described above; thence South 00 degrees 20 minutes 20 seconds East for a distance of 18.11 feet and said Line B there terminating.

MAP LEGEND

EXISTING	DESCRIPTION
	EASEMENT TO BE VACATED AREA = 5,561 Sq. Ft.

LANDFORM
From Site to Finish

105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401
Web: landform.net

Job No.: CWC02311 WM EVE Drawing: CWC18023.11 By: TRK

NORTH

0 50

SCALE IN FEET

City Council Regular **7.**

Meeting Date: 09/01/2026
Subject: Consider Water Conservation Measures Modification
Submitted For: Tim Himmer, Public Works Director
From: Sarah Greene, Administrative Support Supervisor - PW

INTRODUCTION

Council is asked to affirm the current water conservation measures enacted by the Emergency Board, and extend the City's odd/even ban.

DISCUSSION

The City and its surrounding watershed are experiencing increased severe drought conditions due to consecutive years of dry weather. In response to DNR guidance, per City Code 13-221, the City's Emergency Board recommended (and the City Council approved) the following Allowable Restrictions outlined in City Code 13-222 at its July 7, 2026 meeting:

1. Limit irrigation and garden sprinkling to occur only between the hours of 4 a.m. and 9 a.m. when using City water sources. This is in addition to the City's annual partial odd/even watering ban in effect June 1 to August 31.
2. Reduce superfluous non-domestic water usage by restricting vehicle, equipment, building, and paved surface washing, and ornamental fountain use.

As the annual sprinkling ban expired August 31, 2026, the Emergency Board further recommends extending the ban. Staff believes these restrictions are necessary to reduce short-term water storage concerns, preserve source aquifer levels, and limit potential future costs for well revisions (lowering pumps). These restrictions will be in effect until rescinded by the City Council or by the Emergency Board.

RECOMMENDATION

Staff recommends the City Council approve continued watering restriction measures related to the use of City water sources; specifically, extending the odd/even sprinkling ban, limiting watering to occur only between the hours of 4 a.m. and 9 a.m., and restricting vehicle, equipment, building, and paved surface washing, and ornamental fountain use. Staff will continue to monitor and evaluate demand, and tower and aquifer levels, and present additional information to the Council as needed to further modify water conservation measures in the community.

City Council Regular **8.**

Meeting Date: 09/01/2026
Subject: Consider Adoption of Ordinance 2354 Amending Chapter 5-200 Alcoholic Beverages
Submitted For: Joan Lenzmeier, City Clerk
From: Katie Meehan, Administrative Assistant I

INTRODUCTION

Council is asked to consider adoption of Ordinance 2354, An Ordinance Amending Chapter 5-200 Alcoholic Beverages to remove tavern licensing.

DISCUSSION

As previously discussed, this Ordinance removes the requirement for tavern licensing as it is an outdated type of licensing that is no longer needed. Removal of this license type will provide a reduction in operational costs for our licensed alcohol businesses. The attached Ordinance reflects the removal of tavern licensing from the City Code. This ordinance was introduced at the August 18th City Council meeting.

RECOMMENDATION

Adopt Ordinance 2354, An Ordinance Amending Chapter 5-200 Alcoholic Beverages to remove tavern licensing.

Attachments

Ordinance 2354

ORDINANCE NO. 2354

AN ORDINANCE REVISING ALCOHOLIC BEVERAGES BY REMOVING TAVERN AND THEREBY AMENDING REVISED CITY CODE - 1982, SECTIONS 5-203 AND 5-209(1)

The City of Coon Rapids does ordain:

Section 1. Revised City Code - 1982 Section 5-203 is hereby amended as follows:

(deletions in brackets, additions double underlined)

5-203 Definitions.

(1) "Grocery store" means a business with a primary use that consists of the sale of fresh produce and food products. At least 50% of customer-accessible sales and display area is used for the sale of general line of food products intended for home preparation and consumption and at least 30% of retail space is for perishable goods that include dairy, fresh produce, fresh meats, poultry, fish and frozen and foods. Groceries represent the majority of sales in a grocery store although there may be accessory uses such as prepared food and drink, pharmaceuticals and bank services.[Revised 4/6/2021, Ordinance 2243]

(2) "Public place" shall mean any place, other than a private home where two or more persons or groups of persons or the public congregate or frequent and shall include, but not be limited to, clubs, taverns, beer stores, drug stores, restaurants, and hotels.

~~[(3) "Tavern" means on-sale establishments where entertainment, music, and dancing are permitted.]~~

~~[(4)]~~ (3) "Alcoholic Beverage" means any beverage containing more than one-half of one percent alcohol by volume.[Revised 9/18/01, Ordinance 1738][Revised 5/4/04, Ordinance 1836]

~~[(5)]~~ (4) "Off-sale Intoxicating Liquor" includes the off-sale of intoxicating liquor under both Class A and Class B licenses, unless otherwise specified herein.

~~[(6)]~~ (5) "Class A Off-sale Intoxicating Liquor License" means a license to sell intoxicating liquor off-sale.

~~[(7)]~~ (6) "Class B Off-sale Intoxicating Liquor License" means

a. a license to sell off-sale intoxicating liquor in conjunction with and secondary to a permitted or conditional principal retail use which shall have a minimum floor area of 50,000 square feet or

b. a license to sell off sale intoxicating liquor in conjunction with and secondary to a Grocery Store with a minimum floor area of 25,000 square feet.[Revised 11/8/00, Ordinance 1712] [Revised 8/2/2017, Ordinance 2193] [Revised 4/6/2021, Ordinance 2243]

~~[(8)]~~ (7) "Class B On-sale Intoxicating Liquor License" means a license to sell intoxicating liquor for establishments which meet the seating requirements for restaurants and which have some food available, but which do not provide a full menu or table service.[Revised 11/15/05, Ordinance 1911]

~~[(9)]~~ (8) "Intoxicating Liquor" means ethyl alcohol, distilled, fermented, spirituous, vinous and malt beverages containing more than 3.2 percent alcohol by weight.[Revised 9/18/01, Ordinance 1738]

~~[(10)]~~ (9) "3.2 Percent Malt Liquor" means malt liquor containing not less than one-half of one percent alcohol by volume nor more than 3.2 percent alcohol by weight.[Revised 9/18/01, Ordinance 1738]

[~~(11)~~] (10) "Wine" means the product made from the normal alcoholic fermentation of grapes, including still wine, sparkling and carbonated wine, wine made from condensed grape must, wine made from other agricultural products than sound, ripe grapes, imitation wine, compounds sold as wine, vermouth, cider, perry and sake, in each instance containing not less than one-half of one percent nor more than 24 percent alcohol by volume for nonindustrial uses. [Revised 5/4/04, Ordinance 1836]

[~~(12)~~] (11) "Wine Tasting" is an event at which persons pay a fee or donation to participate, and are allowed to consume wine by the glass without paying a separate charge for each glass.[Revised 2/17/09, Ordinance 1999]

[~~(13)~~] (12) "Microdistillery" shall mean a distillery operated within the state producing premium, distilled spirits in total quantity not to exceed 40,000 proof gallons in a calendar year.

[~~(14)~~] (13) "Cocktail Room" shall mean on-sale of distilled liquor produced by the distiller for consumption on the premises of or adjacent to one distillery location owned by the distiller.

[~~(15)~~] (14) "Brew Pub" shall mean a brewer who also holds one or more retail on-sale licenses and who manufactures fewer than 3,500 barrels of malt liquor in a year, at any one licensed premises, the entire production of which is solely for consumption on tap on any licensed premises owned by the brewer, or for off-sale from those licensed premises as permitted in Minnesota Statute 340A.24, Subdivision 2.

[~~(16)~~] (15) "Brewer Taproom" shall mean on-sale of malt liquor produced by the brewer for consumption on the premises of or adjacent to one brewery location owned by the brewer.

[~~(17)~~] (16) "Growlers" shall mean a 64-ounce container or 750 milliliter bottle as defined by Minnesota Statute 340A.285(a). The containers or bottles shall bear a twist-type closure, cork, stopper, or plug. At the time of sale, a paper or plastic adhesive band, strip or sleeve shall be applied to the container and extend over the top of the twist type closure, cork, stopper or plug forming a seal that must be broken upon opening of the container. The adhesive band, strip or sleeve shall bear the name and address of the brewer/licensee selling the malt liquor. The containers shall be identified as malt liquor, contain the name of the malt liquor, bear the name and address of the brewer/licensee selling the malt liquor, and the contents in the container packaged as required herein shall be considered intoxicating liquor unless the alcoholic content is labeled as otherwise in accordance with the provisions of Minnesota Rules, part 7515.1100. [Revised 3/2/16, Ordinance 2159][Revised 3/21/23, Ordinance 2279]

Section 2. Revised City Code - 1982 Section 5-209(1) is hereby amended as follows:

(deletions in brackets, additions double underlined)

5-209 Types of Licenses and Fees.

(1) In accordance with State law, the City Code, and particularly this Chapter, the following types of annual licenses may be issued and the fees established from time to time by ordinance of the City Council:

(a) 3.2 percent malt liquor, off-sale.

(b) 3.2 percent malt liquor, on-sale.

[~~(c) Tavern beer (including public dancing).~~]

[~~(d)~~] (c) Intoxicating liquor, clubs, as defined in Minnesota Statutes Section 340A.101, subd.7.

[~~(e)~~] (d) Intoxicating liquor, on-sale, Class A license for hotels, as defined in Minnesota Statutes Section 340A.101, subd.13 and restaurants, as defined in Minnesota Statutes Section 340A.101, subd. 25 as modified by City Code Subsection 5-217(2)(a).

[~~(f)~~] (e) Class B license for establishments which meet the seating requirements for restaurants and which have some food available, but which do not provide a full menu or table service.

[~~(g)~~] (f) Sunday sales.

[~~(h)~~] (g) Wine, on-sale, for restaurants as defined in Minnesota Statutes Section 340A.101, subd. 25 as modified by City Code Subsection 5-217(2)(b).[Revised 11/15/05, Ordinance 1911]

[~~(i)~~] (h) Cocktail Room;

[~~(j)~~] (i) Microdistillery Off Sale;

[~~(k)~~](j) Brew Pub Off Sale;

[~~(l)~~] (k) Brewer Taproom;

[~~(m)~~] (l) Small Brewer Off Sale; [Revised 3/2/16, Ordinance 2159][Revised 3/21/23, Ordinance 2279]

Introduced this 18th day of August, 2026.

Adopted this _____ day of _____, 2026.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

City Council Regular **9.**

Meeting Date: 09/01/2026
Subject: Consider Adoption of Ordinance 2355 Amending Chapter 5-3100 Cannabinoid Businesses
Submitted For: Joan Lenzmeier, City Clerk
From: Katie Meehan, Administrative Assistant I

INTRODUCTION

Council is asked to Adopt Ordinance 2355 an Ordinance Amending Chapter 5-3100 Cannabinoid Businesses to adjust the number of cannabinoid businesses that are allowed in the City.

DISCUSSION

During the last legislative session, the law relating to the minimum number of cannabinoid business licenses allowed in each city was clarified. The change requires that cities round up, rather than down, if there is a remainder after dividing its population by 12,500. As a result, it is necessary to amend the City Code as it relates to the number of licenses allowed. That number is now 6, up from the previous 5, due to the requirement to round up. The attached Ordinance reflects this necessary change and was introduced at the August 18 City Council meeting.

RECOMMENDATION

Adopt Ordinance 2355, An Ordinance Amending Chapter 5-3100 Cannabinoid Businesses to adjust the number of cannabinoid businesses that are allowed in the City.

Attachments

Ordinance 2355

ORDINANCE NO. 2355

AN ORDINANCE REVISING THE NUMBER OF CANNABIS RETAIL BUSINESSES WITHIN THE CITY AND ELIGIBLE FOR REGISTRATION AND THEREBY AMENDING REVISED CITY CODE - 1982, SECTION 5-3110

The City of Coon Rapids does ordain:

Section 1. Revised City Code - 1982 Section 5-3110 is hereby amended as follows:

(deletions in brackets, additions double underlined)

5-3110 Number of Cannabis Retail Businesses within the City and Eligible for Registration.

The city shall limit the number of cannabis retail businesses to no more than ~~[5]~~ (6). ~~[If Anoka County has one active cannabis retail businesses registration for every 12,500 residents, the city shall not be required to register additional state-licensed cannabis retail businesses.]~~

Introduced this 18th day of August, 2026.

Adopted this _____ day of _____, 2026.

_____
Jerry Koch, Mayor

ATTEST:

_____
Joan Lenzmeier, City Clerk

City Council Regular **10.**

Meeting Date: 09/01/2026

Subject: PC 26-23, Consider Use Flexibility for K-8 School at Family Center Mall, 2891 Coon Rapids LLC, 2891 Coon Rapids Blvd. NW

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

INTRODUCTION

The applicant is requesting approval of use flexibility for Star of the North Academy to operate a K-8 public charter school in the Family Center Mall. The Family Center Mall lies within two zoning overlay districts known as the River Rapids Overlay (RRO) District and Port Campus Square District. The RRO district was established to protect the health, safety, and public welfare through controls that encourage compact, vigorous, mixed use development, tied to a common theme that encompasses the heritage and qualities of the Mississippi River along the Coon Rapids Boulevard corridor (11-1003.1(1)). Within the RRO there is a system of Preservation or Renovation Tracts, known as "Ports," to promote a “clustering of commercial uses” (11-1003.1(2)). The uses within the RRO shall be mutually compatible and create a neighborhood-oriented, pedestrian-friendly environment (11-1003.1(3)). The proposed use of a K-8 school is not permitted within the Port Campus Square area within the River Rapids Overlay. Because the proposed use is not permitted, it requires use flexibility (11-1003.16(3)).

ACTIONS

- Conduct a public hearing: completed at the Planning Commission meeting on July 16th.
- Recommendation by Planning Commission: completed at the Planning Commission meeting on July 16th.
- Decision by City Council: expected on **September 1, 2026.**

60 DAY RULE

- The applicant submitted this application on: **06/08/2026.**
- The City has requested a 60-day extension of the City Action Period. To comply with the requirements of Minnesota Statute §15.99, the City must approve or deny the application by: **10/06/2026.**

DISCUSSION

Staff analysis is attached.

RECOMMENDATION

Based on discussion at Council’s August 18, 2026, work session, two sets of recommendations are outlined below.

Approval Language:

If the City Council finds approval of use flexibility appropriate because all elements required have been met, then staff recommends using the following language:

In planning case 26-23, the City Council approves use flexibility to allow a K-8 school to operate at 2891 Coon

Rapids Blvd NW with the following conditions:

1. The following building and site improvements be made within 2 years:
    1. Paint the exterior of the building.
    2. Replace weather sealant along the foot of the exterior building walls.
    3. Add decorative lighting to building exterior.
    4. Replace all rusted metal exterior doors.
    5. Work with Staff to add landscaping to the parking area.
    6. Repair deteriorating sections of the asphalt parking lot.
    7. Re-stripe parking lot and paint curbing.
    8. Paint parking lot light poles and concrete bases.
    9. Repair and secure fence around the loading dock behind Grand Slam.
    10. Remove the vacant Burger Time building and dumpster enclosure in the NE portion of the site.
    11. Repair, paint, and clear scrub vegetation covering the pylon sign along Crooked Lake Blvd.
2. Work with the City Engineer to add an easement along 113th Ave for a future sidewalk.
3. Tenant lease agreements will hold the building owner responsible for building code/fire safety compliance.

Denial Language:

If the City Council finds that the application for use flexibility is deficient and fails to meet one or more elements required for use flexibility within the RRO, then staff recommends using the following language:

In planning case 26-23, the City Council denies use flexibility to allow a K-8 school to operate at 2891 Coon Rapids Blvd NW based on the following:

To grant use flexibility in the River Rapids Overlay district, 11-1003.16(3) requires that all the following elements be satisfied:

(a) *The modification significantly advances the intent of this Section;*

Finding: The intent of the River Rapids overlay district is to encourage compact, vigorous, mixed use development, tied to a common theme that encompasses the heritage and qualities of the Mississippi River along the Coon Rapids Boulevard corridor (11-1003.1(1)). The proposed use does not meet the vision or intent of the Port and River Rapids Overlay districts. Allowing a school to operate in the existing mall does not encourage compact, vigorous, mixed-use development, the proposal involves very little modification to the existing structure or site. Because the proposal involves minimal site improvements, the use would not advance the heritage and qualities of the Mississippi River along the Coon Rapids Boulevard corridor. The school will not promote unified development and revitalization of the Family Center Mall area, nor will it allow for the vision detailed in the Port Campus Square Master Plan to come to fruition. It will leave the site in a status quo condition into the future.

(b) *The modification is necessary to develop the property in an efficient, well-organized way;*
Finding: Allowing a school at this location is not necessary to develop the property. The school would create a barrier to redevelopment because it would allow the existing largely obsolete structure, which preceded the RRO and Port, to remain in place. An efficient redevelopment of the property consistent with the intent of the RRO would involve partial or full demolition of the existing structure.

(c) *The plan provides significant site amenities, buffers, and other elements to offset any potential harmful effects that could be caused by the use;*
Finding: The applicant does not propose any significant new site amenities or buffers. Instead, the minimal site improvements proposed involve deferred maintenance, such as minor parking lot repairs, sign repairs, and exterior painting. These types of repairs do not bring the site into compliance with current River Rapids Overlay district standards, which include extensive landscaping, pedestrian connections, and building façade designs that connect buildings to the public realm. Without enhanced pedestrian connections and exterior site improvements, a new school use would create harmful effects for those attending the school as well as neighboring residents and other citizens.

AND

(d) *The use does not detract from uses in Port Districts.*
Finding: The proposed use would detract from other uses in the Port Campus Square district by perpetuating occupancy of an existing obsolete structure that does not meet current River Rapids Overlay district standards and preclude redevelopment of the broader site. 11-1003.1(2) specifically highlights that the Port system is designed to cluster “commercial uses”, the use flexibility requested is not a commercial use.

As outlined above, the application fails to satisfy the requirements for use flexibility with the RRO pursuant to 11-1003.16(3) and the request for use flexibility is denied.

Attachments

Staff Analysis
Location Map
Narrative
Floor Plan
Bus Movements
Sustainability Comments

PC 26-23 DISCUSSION

Planning Commission.

At its July 16th meeting, the Planning Commission held a public hearing, discussed the site plan, and voted to make a recommendation to the City Council. One comment was made during the public hearing concerning student safety and the desire for commercial uses at the mall. The commission voted to recommend approval in a five-to-two vote.

Work Session

Council discussed the flexibility request at an August 18, 2026, work session. The applicant was present. Council expressed concerns that the proposed use was inconsistent with the intent of the RRO and PORT campus square.

Background

A potential real estate transaction is underway involving 2891 Coon Rapids LLC/Brait Capital's acquisition of the Family Center Mall property. The mall's existing tenants include Grand Slam and a Barber Shop. Anoka- Hennepin School District recently moved out of the northern portion of the building where it operated a welcome center, administrative offices, and a preschool.

Star of the North Academy, currently located at 1313 Coon Rapids Blvd NW, proposes occupying the ~52,000SF area of the building left by Anoka-Hennepin School District. It is a K-8 public charter school with a second location in East Bethel. The school currently enrolls 210 students in Coon Rapids and 150 students in East Bethel. All 360 students would be moved to the Family Center Mall with plans to expand to as many as 550 students by 2029. The academy employs 50 staff comprised of 25 teachers and 25 support staff. Typical hours of operation are 8:00 AM to 4:00 PM for students, and 7:00 AM to 5:00 PM for staff.

The applicant has shared a diagram of bus movements through the site. Buses would arrive from 113th Ave and Coon Rapids Blvd and depart onto 113th Ave and Crooked Lake Blvd. Buses would be stacked along the northern and eastern walls of the building for drop-off and pick-up.

The applicant is proposing to complete the following building and site improvements within 2 years:

1. Paint the exterior of the building differentiating between Grand Slam, Star of the North Academy, and the mall portion.
2. Add decorative lighting to building exterior.
3. Replace all rusted metal exterior doors.
4. Add landscaping to the parking area.
5. Repair deteriorating sections of the asphalt parking lot (some sections have 5-7 years of life remaining).
6. Cosmetic/tenant improvements.
7. As-needed roof & HVAC repairs.

The applicant also plans for an outdoor play area for the students that could be completed within 4 years, dependent on school funding.

The applicant's floor plans also show the old mall portion of the building being utilized for a mosque and associated event and office spaces. This use is not part of this use-flexibility request since religious institutions are permitted within the PORT Campus Square zoning district.

The applicant intends to identify developers for the northern portion of the site for future residential development. Any new buildings would require separate site plan review processes. At present, there are no plans for changes to the Purple Rose building.

Use Flexibility

City Code Section 11-1003.16(3) allows granting of Use Flexibility provided certain findings are met. Staff analysis of these findings is as follows:

a) *The modification significantly advances the intent of this Section;*

The intent of this Section is to protect the health, safety, and public welfare through the adoption of official overlay controls that encourage compact, vigorous, mixed-use development, tied to a common theme that encompasses the heritage and qualities of the Mississippi River along the Coon Rapids Boulevard corridor.[1]

A school has the potential to bring life, energy and activity back to the mall area as part of a redevelopment. However, because the proposal involves very little modification to the existing structure or site, it would not promote additional compact, mixed-use development. Because the proposal involves minimal site improvements, the use would not advance the heritage and qualities of the Mississippi River along the Coon Rapids Boulevard corridor.

b) *The modification is necessary to develop the property in an efficient, well-organized way.*

Allowing a school to take over a portion of the mall that was previously used for education-related purposes generally represents an efficient use of the existing mall property. However, a school is not necessary to develop the property. The school would create a barrier to redevelopment as it would allow an existing largely obsolete structure to remain in place. Ultimately, an efficient redevelopment of the property would likely require partial or full demolition of the existing structure.

c) *The plan provides significant site amenities, buffers, and other elements to offset any potential harmful effects that could be caused by the use.*

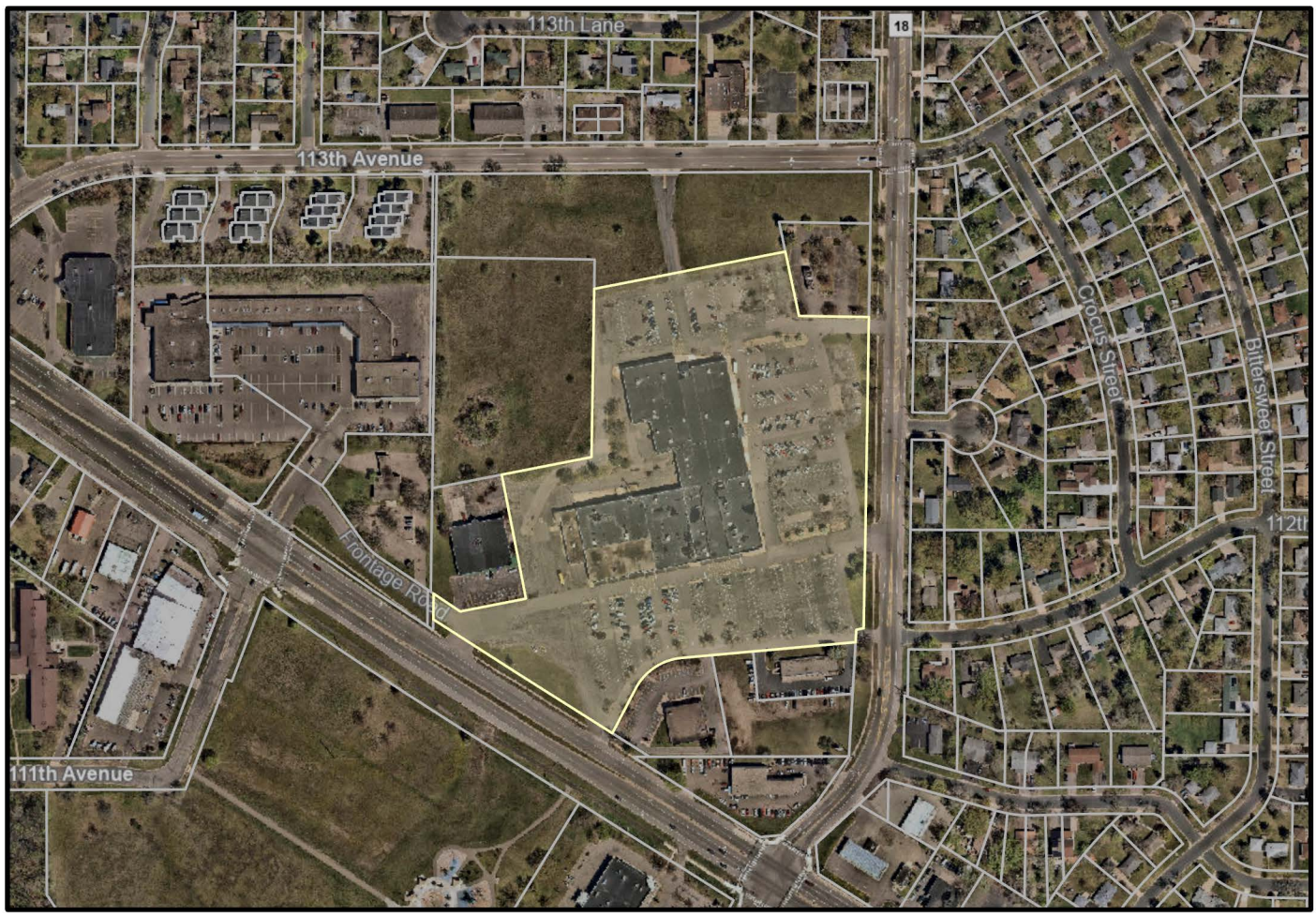
The applicant is planning on major building and parking lot upgrades as discussed above. The large parking lot and multiple site access points from major roadways will adequately handle bus and parent vehicle traffic, mitigating some potentially harmful effects. However, the applicant does not propose any significant new site amenities or buffers. The proposed site improvements proposed involve deferred maintenance, such as minor parking lot repairs, sign repairs, and exterior painting. These types of repairs do not bring the site into compliance with current River Rapids Overlay district standards, which include extensive landscaping, pedestrian connections, and building façade designs that connect buildings to the public realm. Without enhanced pedestrian connections and exterior site improvements, a new school would contribute to harmful effects to those attending the school as well as neighboring residents and passers-by.

d) *The use does not detract from uses in Port Districts.*

The mall is currently underutilized and has been detracting from surrounding uses for many years. The school could have a positive effect on surrounding businesses within the PORT Campus Square zoning district by bringing more activity to the area. However, re-occupancy of an existing obsolete structure that does not meet current River Rapids Overlay district standards would preclude redevelopment of the broader site and detract from other uses in the long-term.

[1] 11-1003.1

Location Map



COON RAPIDS
Minnesota

Prepared by: Planning Division

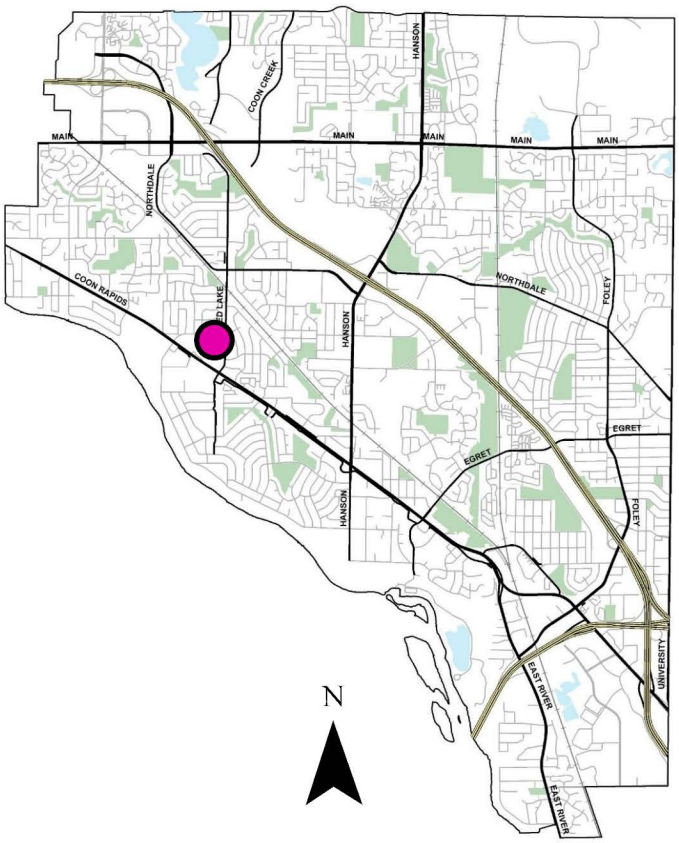
Date Exported: 6/11/2026

Planning Case: 26-0023

Land Use Review: Use Flexibility

Applicant: 2891 Coon Rapids LLC

Location: 2891 Coon Rapids Blvd NW



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

Star of the North Academy — Proposed Use Narrative

a. Nature of the School and Services Provided

Star of the North Academy is a public charter school serving students from Kindergarten through 8th Grade. The school currently operates two locations: one in East Bethel and one in Coon Rapids (1313 Coon Rapids Blvd NW, Coon Rapids, MN 55433). The school intends to relocate from the 1313 Coon Rapids Blvd NW location to a new facility at 2941 Coon Rapids Blvd, Coon Rapids, MN 55433.

b. Hours and Days of Operation

- **Students:** 8:00 AM to 4:00 PM
- **Staff:** 7:00 AM to 5:00 PM

c. Number of Students and Staff

Students:

- Current enrollment: 210 students in Coon Rapids and 150 in East Bethel
- Projected enrollment at the 2941 Coon Rapids Blvd location: up to 550 students at full capacity, anticipated within approximately 3 years

Staff:

- Approximately 50 people total, comprising 25 teachers and 25 support staff

d. Square Footage

The school will occupy approximately 52,000 square feet of the building.

Tenant Improvement Project

Coon Rapids Family Center MALL

2891 Coon Rapids blvd NW

Coon Rapids, MN 55433

BRAIT



1 Site
1" = 60'-0"

PROJECT TEAM

CONTACT

ARCHITECT:

INSPIRE ARCHITECTS

Jeff Hafferman jeff@architectmn.com
Bridgett Freimuth bridgett@architectmn.com
Dylan Caye dylan@architectmn.com

620 Civics Heights Drive, #109 (763) 316-5342
Circle Pines, MN 55014

OWNER:

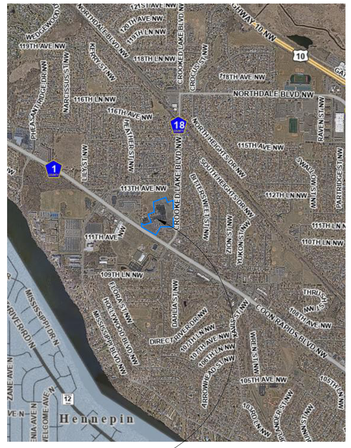
REPRESENTATIVE

Trach Properties Inc
5000 W 36TH ST STE 110
ST LOUIS PARK MN 55416-2762

GENERAL CONTRACTOR:

TENANT:

SITE LOCATION



PROJECT LOCATION NOT TO SCALE

GENERAL NOTES

1. SCALED MEASUREMENTS OF DRAWINGS SHALL NOT BE ALLOWED.
2. DIMENSIONS ARE IN ORDER OF PRIORITY- TO GRID LINES, FACE OF EXTERIOR SHEATHING ON STUD WALLS, FACE OF CMU EXTERIOR FOUNDATION WALLS, CENTER OF STUD WALLS, AND INTERIOR FINISH FACES.
3. CONSTRUCTION SHALL MEET ALL APPLICABLE CODES AND MOST STRINGENT SHALL APPLY.
4. MATERIALS SHALL BE INSTALLED ACCORDING TO MANUFACTURERS' ECOMMENDATIONS UNLESS OTHERWISE NOTED.
5. ELECTRICAL AND PLUMBING WORK SHALL BE INSTALLED BY LICENSED PROFESSIONALS AND CONFORM WITH CURRENT CODES.
6. CONFIRM AND COORDINATE LOCATIONS OF ALL UTILITIES WITH CONTRACTOR.
7. TRADES AND SUPPLIERS TO REVIEW AND VERIFY INFORMATION PERTINENT TO THEIR SCOPE OF WORK AND NOTIFY CONTRACTOR OF ANY DISCREPANCIES PRIOR TO WORK BEING INITIATED.
8. ALL WALLS WITH CASEWORK SHALL BE PROPERLY BLOCKED TO RECEIVE CASEWORK
9. CASEWORK TO BE ADEQUATELY ANCHORED TO FLOOR AND WALL
10. NO PLUMBING SHALL BE RUN IN AN EXTERIOR WALL. PLUMING SHALL BE RUN THROUGH THE FLOOR AND CASEWORK AT THE LOCATIONS ADJACENT TO AN EXTERIOR WALL

PROJECT INFO.

PROPERTY INFORMATION

Property Address: 2891 Coon Rapids Blvd NW, Coon Rapids, MN 55433

PID: 163124310014

Property Use: Commercial

Acres:

Year Built: 1966

DRAWING INDEX

DRAWING INDEX Suite 105B		
Sheet Number	Sheet Name	Current Revision

ABBREVIATIONS

ABV	-ABOVE
ACC	-ACCESSIBLE
AFF	-ABOVE FINISHED FLOOR
ARCH	-ARCHITECT
ALUM	-ALUMINUM
APPROX	-APPROXIMATE
BPL	-BEARING PLATE
BM	-BENCH MARK
BLKG	-BLOCKING
BOT	-BOTTOM
BOW	-BOTTOM OF WALL
CIP	-CAST-IN-PLACE
CB	-CATCH BASIN
CLG	-CEILING
CT	-CERAMIC TILE
CLR	-CLEAR (ANCE)
CONC	-CONCRETE
CMU	-CONCRETE MASONRY UNIT
CONST	-CONSTRUCTION
CONT	-CONTINUE (OUS)
CRS	-COURSE
CJ	-CONTROL JOINT
DTL	-DETAIL
DIA	-DIAMETER
DIM	-DIMENSION
DR	-DOOR
DS	-DOWNSPOUT
DWG	-DRAWING
DF	-DRINKING FOUNTAIN
ELECT	-ELECTRIC (AL)
EL	-ELEVATION
EQ	-EQUAL
EXH	-EXHAUST
EXIST	-EXISTING
EJ	-EXPANSION JOINT
EXP	-EXPANSION
EF	-EXHAUST FAN
ELEC PNL	-ELECTRICAL PANEL
EWC	-ELECTRIC WATER COOLER
EXT	-EXTERIOR
FFE	-FINISHED FLOOR ELEVATION
FPL/FP	-FIREPLACE
FD	-FLOOR DRAIN
FTG	-FOOTING
FND	-FOUNDATION
FH	-FIRE HYDRANT
GA	-GAGE, GAUGE
GALV	-GALVANIZED
GC	-GENERAL CONTRACTOR
GB	-GRAB BAR
GWB	GYPSUM WALL BOARD
HDW	-HARDWARE
HVAC	-HEATING / VENTILATION / AIR CONDITIONING
HT	-HEIGHT
HC	-HANDICAP
HM	-HOLLOW METAL
HOR	-HORIZONTAL
HB	-HOSE BIBB
INCL	-INCLUDE
ID	-INSIDE DIAMETER
INSUL	-INSULATION
INT	-INTERIOR
INV	-INVERT
JST	-JOIST
LAM	-LAMINATE
LAV	-LAVATORY
LH	-LEFT HAND
LT	-LIGHT
MAT	-MATERIAL
MH	-MANHOLE
MFR	-MANUFACTURE
MAS	-MASONRY
MO	-MASONRY OPENING
MTL	-METAL
MISC	-MISCELLANEOUS
NIC	-NOT IN CONTRACT
NTS	-NOT TO SCALE
NO	-NUMBER
OC	-ON CENTER
OPNG	-OPENING
OPP	-OPPOSITE
OPH	-OPPOSITE HAND
OD	-OUTSIDE DIAMETER
OH	-OVERHEAD
OHD	-OVERHEAD DOOR
PAR	-PARALLEL
PART	-PARTITION
PVMT	-PAVEMENT
P LAM	-PLASTIC LAMINATE
PL	-PLATE
PT	-PRESSURE TREATED
PVC	-POLYVINYL CHLORIDE
PSF	-POUNDS PER SQUARE FOOT
PSI	-POUNDS PER SQUARE INCH
PC	-PRECAST
PL	-PROPERTY LINE
PP	-POWER POLE
QT	-QUARRY TILE
R	-RADIUS
RA	-RETURN AIR
RD	-ROOF DRAIN
REF	-REFERENCE
RF	-ROCK FACE
RH	-RIGHT HAND
ROW	-RIGHT OF WAY
RM	-ROOM
RO	-ROUGH OPENING
R&S	-ROD AND SHELF
SHTG	-SHEATHING
SHR	-SHOWER
SIM	-SIMILAR
SC	-SOLID CORE
SPEC	-SPECIFICATIONS
SQ	-SQUARE
S STL	-STAINLESS STEEL
SD	-STORM DRAIN
STRUCT	-STRUCTURAL
SYM	-SYMMETRY (ICAL)
THK	-THICKNESS
TOC	-TOP OF CONCRETE
TOS	-TOP OF SLAB
TOW	-TOP OF WALL
T	-TREAD
TYP	-TYPICAL
TOF	-TOP OF FOOTING
UNF	-UNFINISHED
UR	-URINAL
UNO	-UNLESS NOTED OTHERWISE
VERT	-VERTICAL
VB	VAPOR BARRIER
VTR	-VENT THRU ROOF
WD	-WOOD
WC	-WATER CLOSET
WH	-WATER HEATER
WP	-WATERPROOFING
WR	-WATER RESISTANT
WWF	-WELDED WIRE FABRIC
W	-WIDTH, WIDE
YH	-YARD HYDRANT
YD	-YARD DRAIN
YI	-YARD INLET

REVISIONS	date

InSpire Architects
620 Civic Hts Drive
Suite 109
Circle Pines MN 55014
763-316-5342
www.ArchitectMN.com

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Jeffrey Hafferman AIA NCARB

Signature
License Number

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Sheet Title: Title and Information

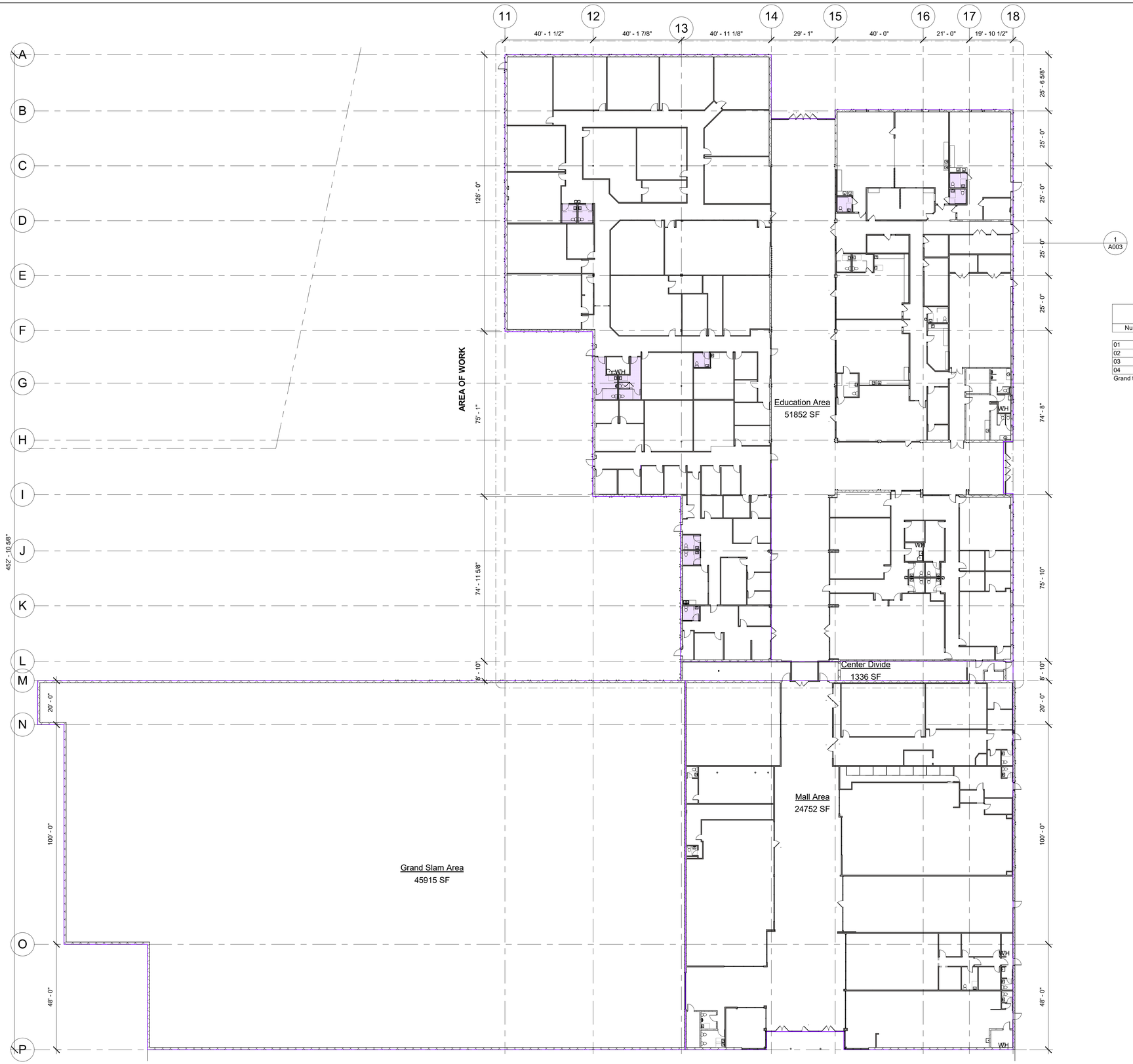
Project:
Coon Rapids Family Center MALL
2891 Coon Rapids blvd NW
Coon Rapids, MN 55433

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Checked by	Checker

Construction Documents

A000



1 Level 1
3/64" = 1'-0"

Area Schedule (Gross Building)			
Number	Name	Area	OCCUPANT TYPE
01	Mall Area	24752 SF	
02	Education Area	51852 SF	
03	Grand Slam Area	45915 SF	
04	Center Divide	1336 SF	
Grand total: 4		123855 SF	

REVISIONS	date

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NCARB

Signature

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Sheet Title: Code OVERALL BUILDING

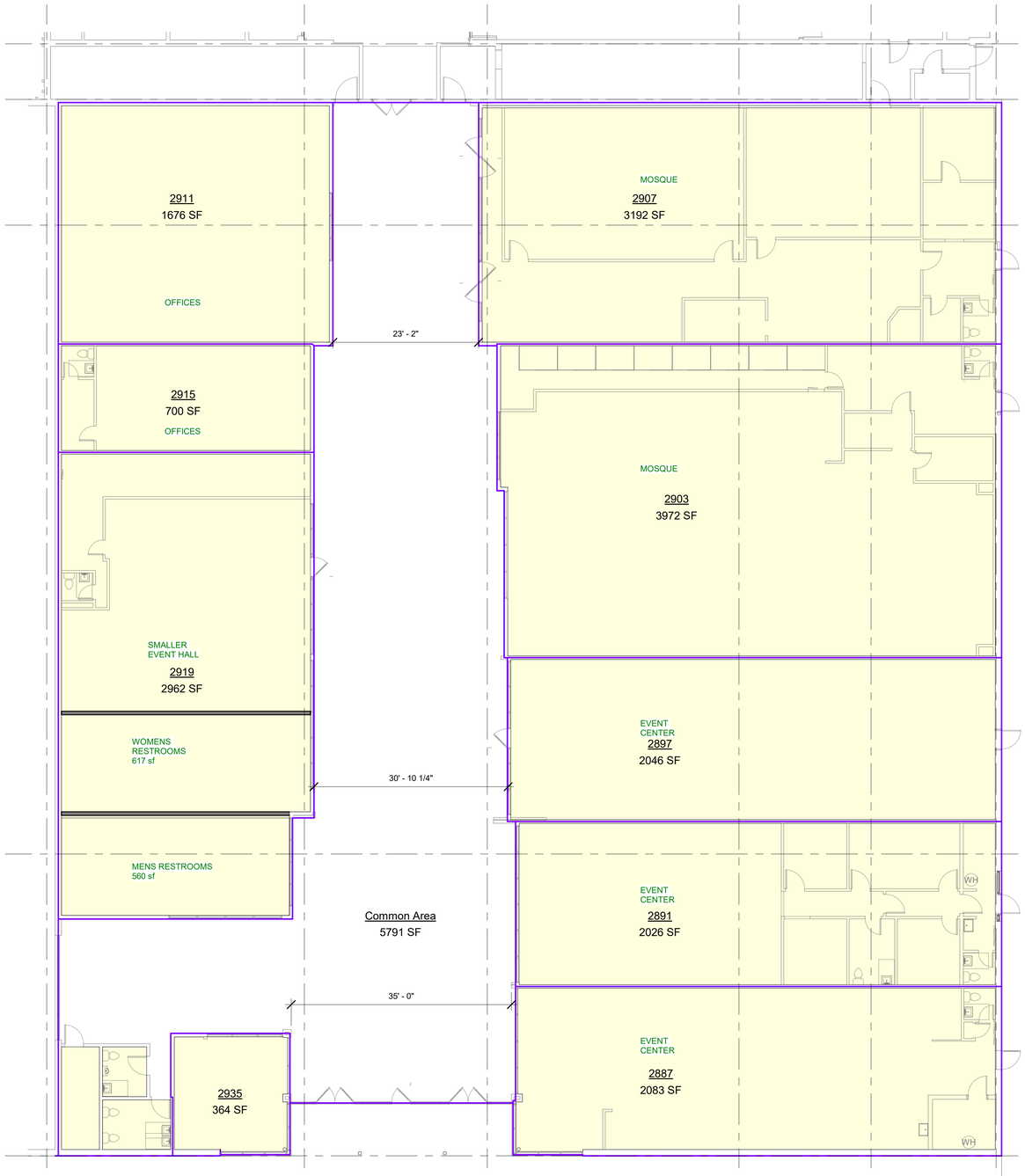
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1 Level 1 - MALL TENANTS
1" = 10'-0"

TOILETS NEEDED FOR 1,419 OCCUPANTS =

SEX	WATER CLOSETS	LAV'S
MENS	10	4
WOMENS	10	4
TOTAL	20	8

1st Level MALL Area Schedule (Rentable)

Level	Number	Name	Area	Space Use	Occupant Ratio	OCCUPANT LOAD	Tenant
Level 1	1	Common Area	5791 SF				
Level 1	2	2887	2083 SF	Event Center	1:15	139	
Level 1	3	2891	2026 SF	Event Center	1:15	135	
Level 1	4	2897	2046 SF	Event Center	1:15	136	
Level 1	5	2903	3972 SF	Mosque	Area x 85% / 7	480	
Level 1	6	2907	3192 SF	Mosque	Area x 85% / 7	390	
Level 1	7	2911	1676 SF	Offices	1:150	12	
Level 1	8	2915	700 SF	Offices	1:150	5	
Level 1	9	2919	2962 SF	RR's and Smaller Event Hall	0-1:15	122	
Level 1	10	2935	364 SF				
Grand total: 10			24812 SF			1419	

Project Description

Tenant Improvement Project- Remodel Existing Mall into Mosque/ Event Hall, and Offices for the neighboring school.

PER 2020 MNSBC SECTION 1300.0130.9B ALL DEFERRED SUBMITTALS (ELECTRICAL, PLUMBING, MECHANICAL, AND FIRE SPRINKLER WORK) SHALL GO THROUGH THE FOLLOWING PROCESS:
1. DESIGNED AND SIGNED BY A LICENSED PROFESSIONAL OF THAT TRADE,
2. REVIEWED AND SIGNED BY INSPIRE ARCHITECTS FOR GENERAL CONFORMANCE OF THE BUILDING.
3. SUBMIT FOR SEPARATE DEFERRED PERMIT BY THE GENERAL CONTRACTOR TO THE CITY.

WORK SHALL NOT START REGARDING DEFERRED SUBMITTALS UNTIL APPROVED BY THE BUILDING OFFICIAL.

The proposed Game Floor meets the Land Development Code's definition as an Amusement Center. Amusement Centers are required to obtain a CUP from the Zoning Board of Appeals.

Aplicable Codes

2026 City of St Cloud, MN Ordinances- Online
2020 MN State Building Codes Amending and Adopting 2018 International Building Code
2020 MN Conservation Code for Existing Buildings
2020 MN State Accessibility Code MN Chapter 1341
2024 MN Energy Code
2020 MN State Plumbing Code MN Riles Chapter 4714
2020 MN State Mechanical Code MN Rules Chapter 1436 Adopting:
2020 MN State Fire Code
2023 National Electrical Code (NEC)

Construction Type Type II-B Non-Combustible, Unprotected

Building Elements Fire Resistance Rating- Table 601		# Hours
Primary Structural Frame		0
Bearing Walls-	Exterior	0
	Interior	0
Non-bearing Walls	Exterior (Table 602) 10<X<30	0
	Interior	0
Floor Construction- Secondary Members		0
Roof Construction- Secondary Members		0

Building appear to be 12" CMU with some steel Columns and beams. The Exterior walls appear to be CMU Masonry/ Metal Studs non-structural. Non-combustible non-loadbearing framing shall be installed.

Fire Protection- Sprinklered-

Mall 2 Story- YES-	Modify, and recertify as required
Attached 4 Story Office Building- Standpipe	No work.

Occupancy Group

M-Mercantile- Mall Typ Buildings- Chapter 402.
Suite 105A A-3 Swimming Pool without specatator seating
Suite 105C A-3 Gymnasium without specatator seating/ Amusement Arcades
Many spaces are B Occupancy
Amusement Arcade- A-3

Building Heights and Areas (Table 503)

ALLOWABLE	HEIGHT/	FLOORS	AREA/ FL
B	180'	12	Unlimited
M- Mercantile	180'	12	Unlimited
A- Assembly A2,A3	180'	12	Unlimited
ACTUAL	HEIGHT/	LEVEL	AREA/LEVEL
M/B/A	0'	1	119,311 sf
M/B/A	12'-4"	2	89,653 sf
B	23'-0"	3	14,387 sf
B	33'-0"	4	10,153 sf
M/B/A	48'-0"	4	233,504 sf

Occupant Loads Table 1004.5

Suite 105B- 206 Occupants- See A105B-2 Room Finish Schedule for Space use,Ratios, and Calc's

Plumbing Fixtures Required

Shared Restrooms between Suite 105B and 105C

Suite 105B	Occupants	WC M/W	LAV M/W	DF	SS
Suite 105B	206	1:125/1:65	1:200/1:200	1:500	1
Required	103/103	0.82/1.58	0.5/0.5		
Suite 105C	313	1:125/1:65	1:200/1:200	1:500	1
Required	159/159	1.27/2.44	0.8/0.8		
Total Required	262/262	2.1/4.0	1.3/1.3	1:500	
Existing		3/3	2/2	0	1

Therefore 1 Women's Restroom was added in Suite 105B. Additionally- drinking fountains are required and Placed outside Men's Restroom 105-2.

Egress Requirements

Spaces with 1 Exit (1006.2.1) Max Travel Distance >30 Occupants 75'-0"
Spaces with 1 Exit Access - Maximum Occupant Load<49
Exit Access Travel Distance (Table 1006.2.1)(2 Exits) 200'-0"
Corridors (1020.1) in non-sprinklered areas- not in this Area.
402.8.5-Within each individual tenant space in a covered or open mall building, the distance of travel from any point to an exit or entrance to the mall shall not be greater than 200 feet.

REQUIRED EXIT WIDTH = 206 OCC. x 0.2 = 42" MIN.
EXIT DOORS- x105B-3= 3'-0"-2" =2'-10" + x105B-1= 3'-6"-2" = 3'-4" = 74" > 42" OK

F.E.C.- 5# A,B,C FIRE EXTINGUISHER CABINET- SURFACE MOUNTED
EXISTING ILLUMINATED WALL MOUNTED EXIT SIGN
NEW ILLUMINATED WALL MOUNTED EXIT SIGN
EMERGENCY WALL LIGHT
EMERGENCY LIGHT ON EXIT SIGN
EMERGENCY EXIT DIRECTIONAL ARROW

Accessibility

The Tenant Improvement Project is within the Suite 105 and the Mall Space- Accessible improvements include restrooms, Shower room, Pool Improvements, Changing Room Improvements, Doors, Door Hardware, Thresholds, Exterior Entrances. The changes will far exceed the minimum 20% construction cost.

MN Energy Code 2024

Table C402.1.4, the listed U-values and R-values
Building Envelope Requirements for Southern Minnesota Climate Zone 6 Non-Residential

NO CHANGES TO THE BUILDING PERIMETER

Code Legend Suite 105B
1/4" = 1'-0"

REVISIONS	date

InSpire Architects
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Suite 109
Circle Pines MN 55014
763-316-5342
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Jeffrey Hafferman AIA
NCARB

Signat
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Sheet Title: Code MALL

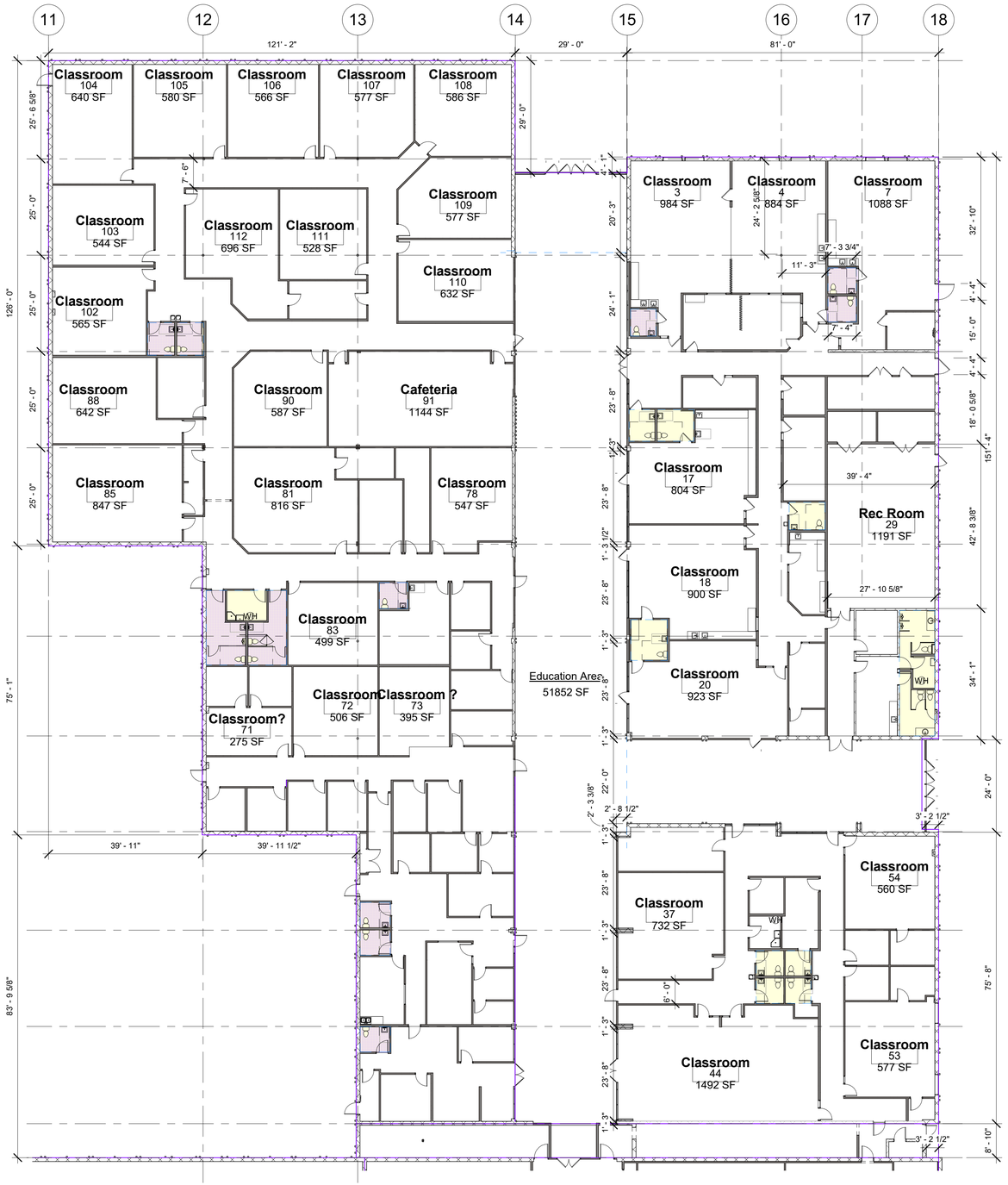
Project:
Coon Rapids Family Center MALL
2891 Coon Rapids blvd NW
Coon Rapids, MN 55433

Project number	2026-42
Drawn by	Author
Checked by	Checker

Construction Documents

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1 Level 1 - SCHOOL
1/16" = 1'-0"

School Room Schedule

No.	Name	Comments	Area	Occupancy	Occupant Ratio	Occupants
1-1	Lav		55 SF			
2	Lav		46 SF			
3	Classroom		984 SF	Education	1:20	49
4	Classroom		884 SF	Education	1:20	44
5	Lav		49 SF			
6	Lav		49 SF			
7	Classroom		1088 SF	Education	1:20	54
8	Classroom?		429 SF	Education	1:20	21
14	Lav		66 SF			
17	Classroom		804 SF	Education	1:20	40
17-1	Lav		76 SF			
18	Classroom		900 SF	Education	1:20	45
19	Lav		99 SF			
20	Classroom		923 SF	Education	1:20	46
26	Lav		92 SF			
28	Lav		97 SF			
29	Rec Room		1191 SF	ASSEMBLY	1:15	79
37	Classroom		732 SF	Education	1:20	36
42	Lav		46 SF			
43	Lav		47 SF			
44	Classroom		1492 SF	Education	1:20	74
48-1	Lav		43 SF			
48-2	Lav		64 SF			
53	Classroom		577 SF	Education	1:20	28
54	Classroom		560 SF	Education	1:20	28
62-1	Lav		51 SF			
62-2	Lav		51 SF			
71	Classroom?		275 SF	Education	1:20	
72	Classroom		506 SF	Education	1:20	20
73	Classroom ?		395 SF			
78	Classroom		547 SF	Education	1:20	27
81	Classroom		816 SF	Education	1:20	41
83	Classroom		499 SF	Education	1:20	20
83-1	Lav		49 SF			
84-1	Womens		150 SF			
84-2	Mens		155 SF			
85	Classroom		847 SF	Education	1:20	42
88	Classroom		642 SF	Education	1:20	32
90	Classroom		587 SF	Education	1:20	29
91	Cafeteria		1144 SF	ASSEMBLY	1:15	76
102	Classroom		565 SF	Education	1:20	28
102-1	Lav		58 SF			
102-2	Lav		58 SF			
103	Classroom		544 SF	Education	1:20	27
104	Classroom		640 SF	Education	1:20	32
105	Classroom		580 SF	Education	1:20	29
106	Classroom		566 SF	Education	1:20	28
107	Classroom		577 SF	Education	1:20	29
108	Classroom		586 SF	Education	1:20	29
109	Classroom		577 SF	Education	1:20	29
110	Classroom		632 SF	Education	1:20	32
111	Classroom		528 SF	Education	1:20	26
112	Classroom		696 SF	Education	1:20	34
124	Lav		50 SF			
Grand total: 54						1154

EDUCATION PLUMBING NEEDS FOR 1,154 OCCUPANTS =

REQUIRED	WATER CLOSETS	LAV'S
BOYS	10	4
GIRLS	10	4
TOTAL	20	8

EXISTING

BOYS	7	4
GIRLS	6	4
UNISEX	12	12
TOTAL	25	20

OFFICE/ ADMINISTRATIVE/ BUSINESS OCCUPANCY
PLUMBING NEEDS FOR 6,400 SF = 43 OCCUPANTS

SEX	WATER CLOSETS	LAV'S
MENS	1	1
WOMENS	1	1
TOTAL	2	2

EXISTING 3 RESTROOMS IN THE SOUTHWEST CORNER OF THE SCHOOL SECTION MEETS THE BUSINESS OCCUPANCY RESTROOM NEEDS

REVISIONS	date

InSpire Architects
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www.ArchitectMN.com

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NCARB

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Sheet Title: Code - SCHOOL

Project:
Coon Rapids Family Center MALL

2891 Coon Rapids blvd NW
Coon Rapids, MN 55433

Project number	2026-42
Drawn by	Author
Checked by	Checker
Construction Documents	

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1 Level 1 - GRAND SLAM
1" = 10'-0"

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Sheet Title: Code- GRAND SLAM

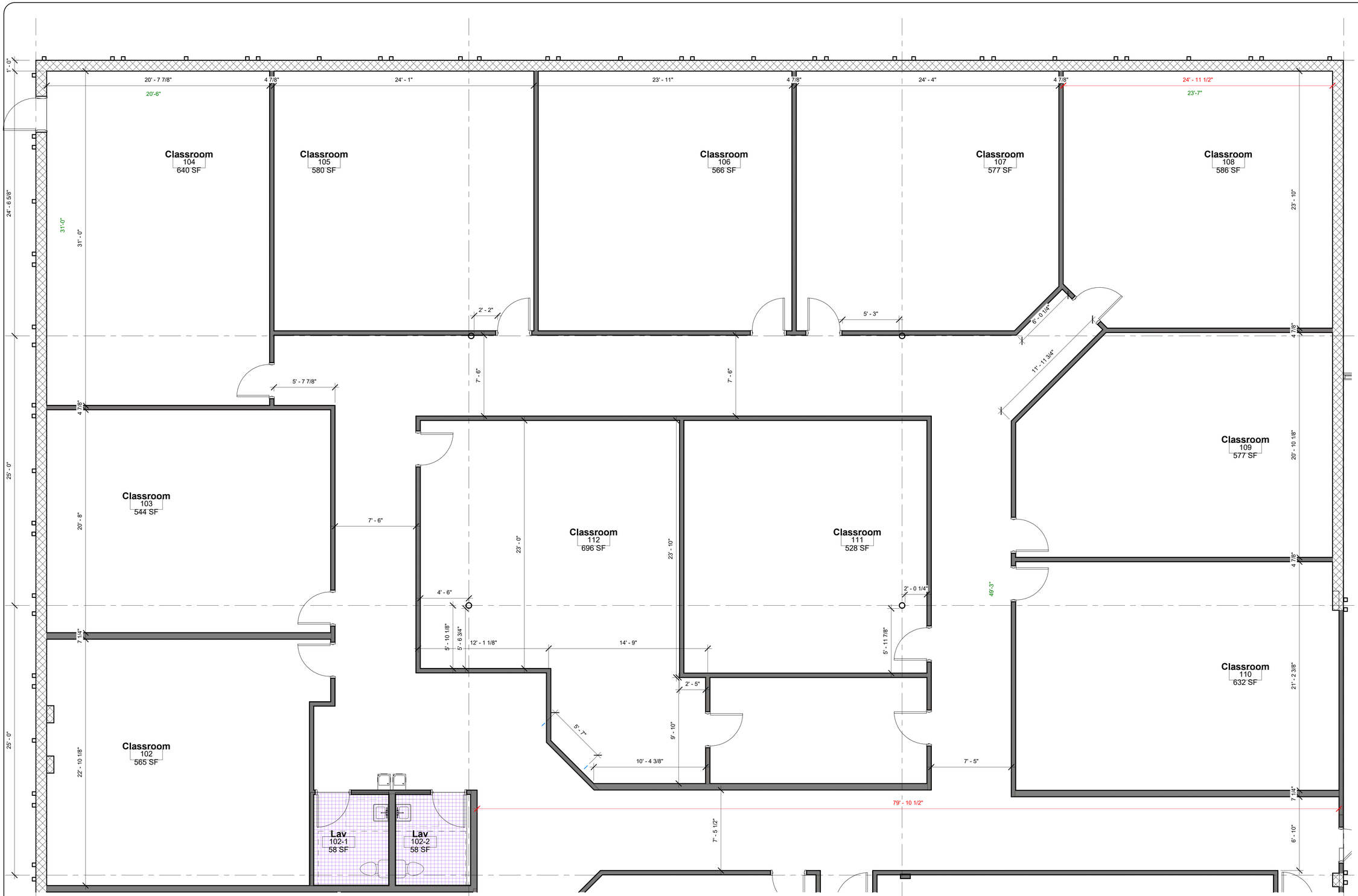
Project:
Coon Rapids Family Center MALL

2891 Coon Rapids blvd NW
Coon Rapids, MN 55433

Project number	2026-42
Drawn by	Author
Checked by	Checker
Construction Documents	

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1 Level 1 - SCHOOL W1
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Sheet Title: SCHOOL REVISED

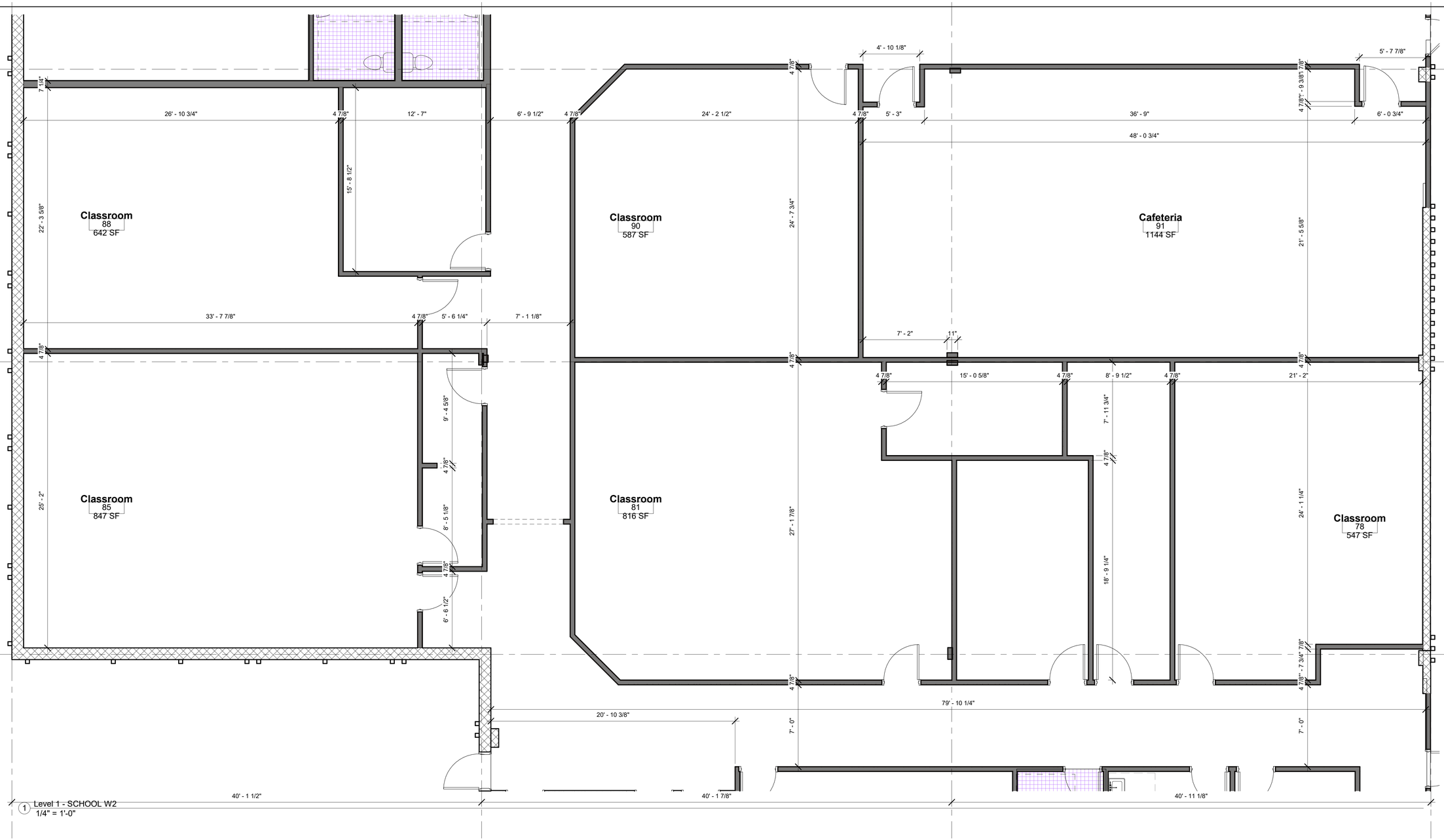
Project:
Coon Rapids Family Center MALL

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Coon Rapids, MN 55433

Project number	2026-42
Drawn by	Author
Checked by	Checker

Construction Documents

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Sheet Title: SCHOOL REVISED

Project:
Coon Rapids Family Center MALL

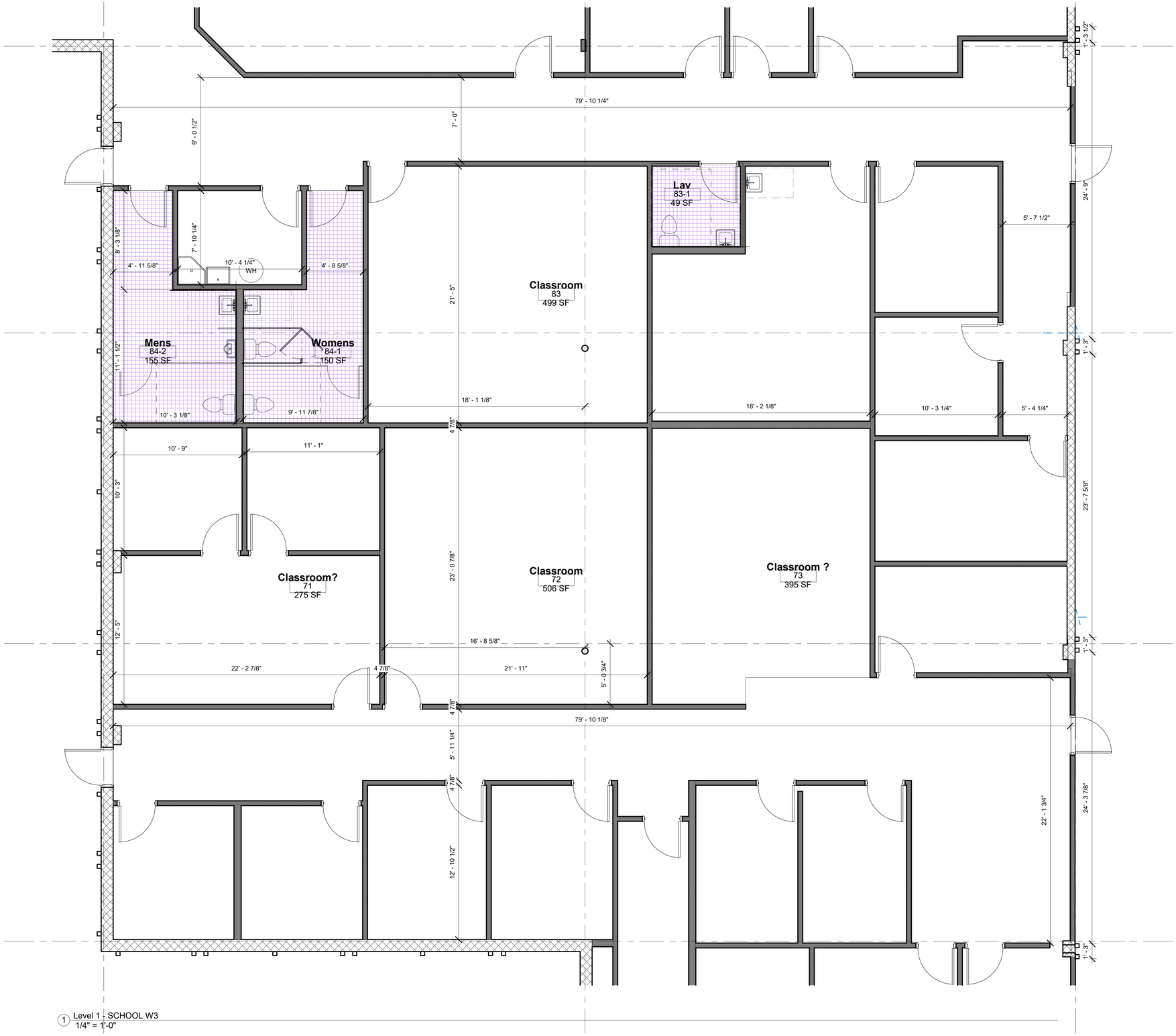
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Project number	2026-42
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1 Level 1 - SCHOOL W3
1/4" = 1'-0"

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Sheet Title: SCHOOL REVISED

Project:
Coon Rapids Family Center MALL

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Coon Rapids, MN 55433

Project number	2026-42
Drawn by	Author
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1 Level 1 - SCHOOL W4
1/4" = 1'-0"

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Sheet Title: SCHOOL REVISED

Project:
Coon Rapids Family Center MALL

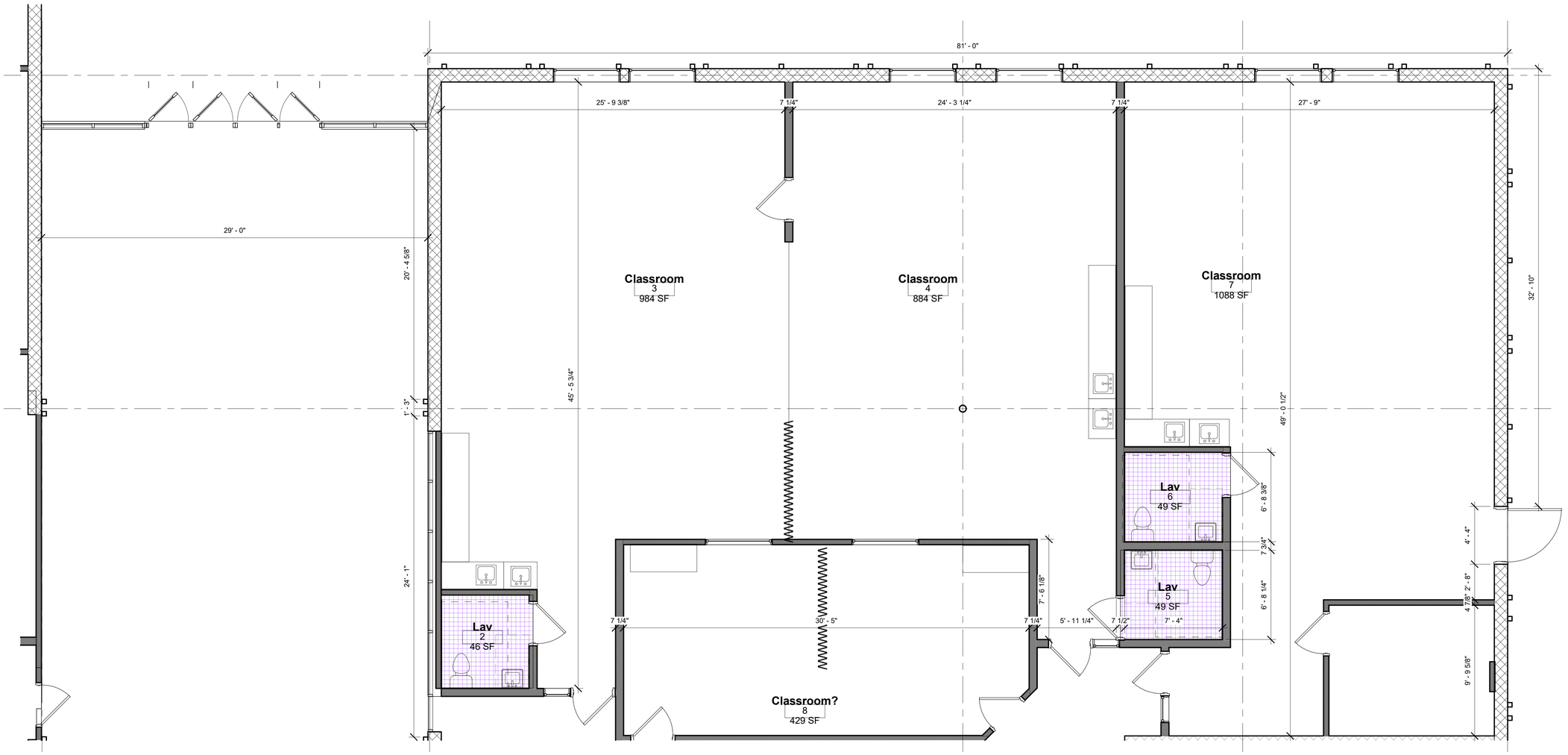
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Project number	2026-42
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1 Level 1 - SCHOOL E1
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Sheet Title: SCHOOL REVISED

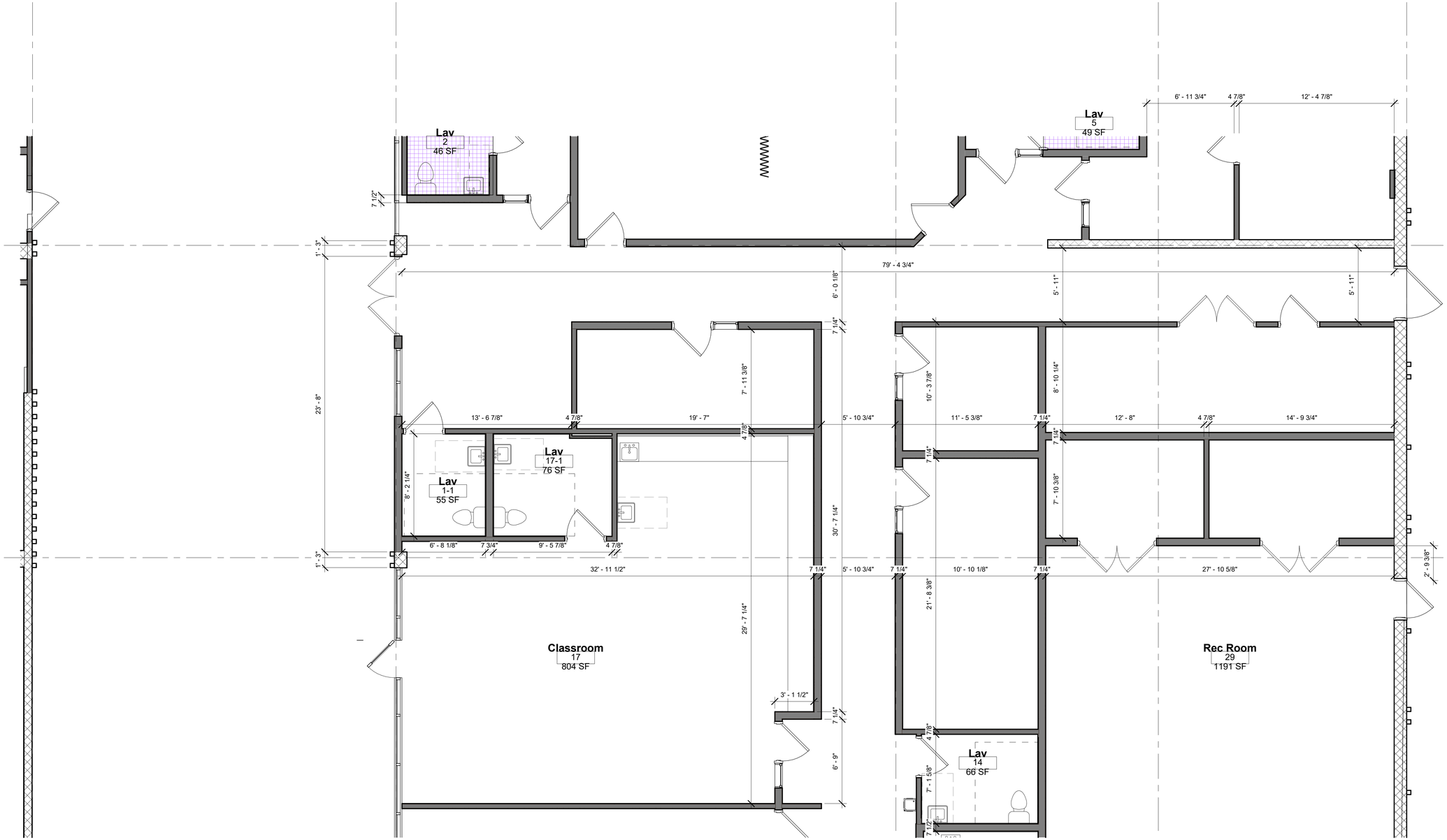
Project:
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Project number	2026-42
Drawn by	Author
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1 Level 1 - SCHOOL E2
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Sheet Title: SCHOOL REVISED

Project:
Coon Rapids Family Center MALL

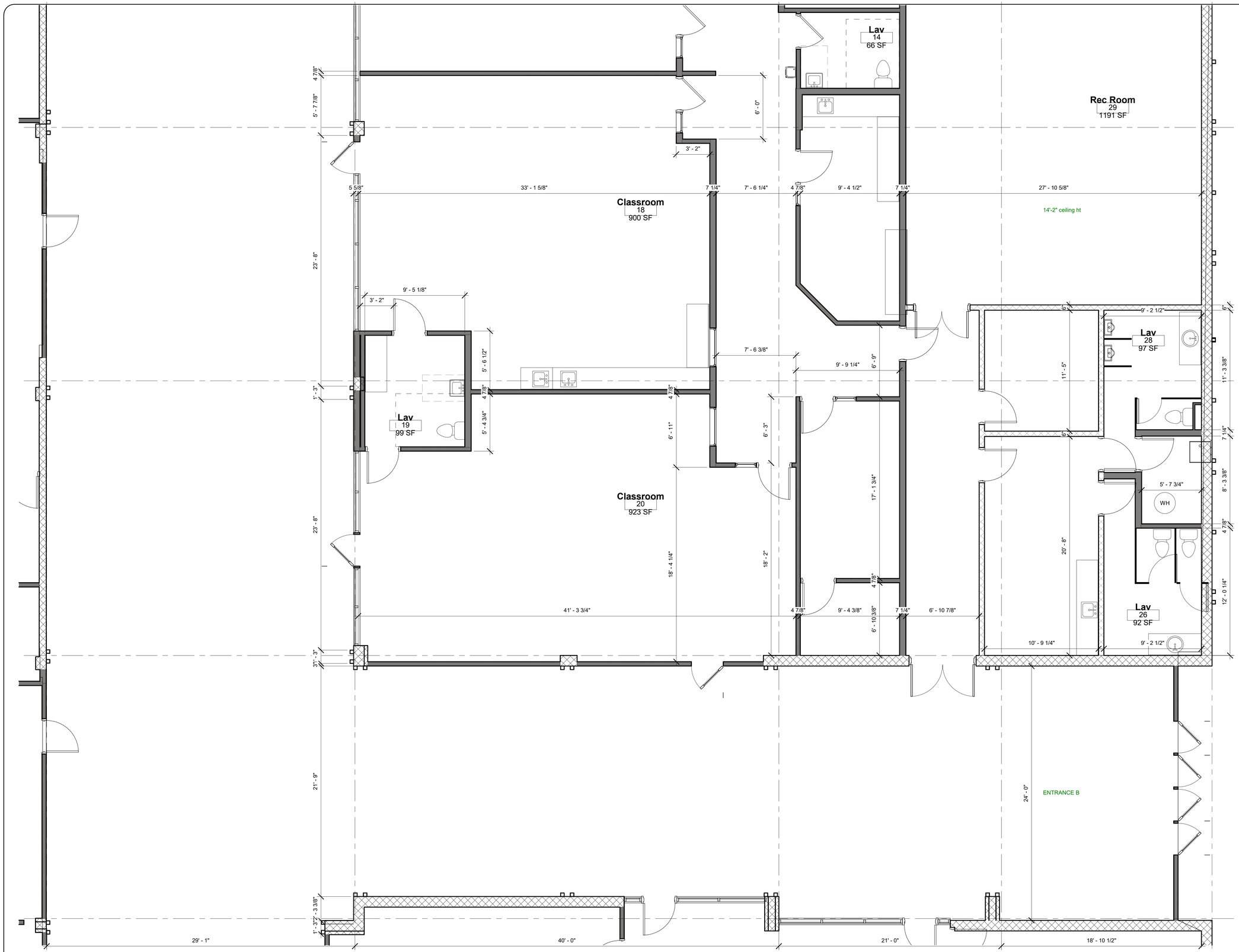
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Sheet Title: SCHOOL REVISED

Project:
Coon Rapids Family Center MALL

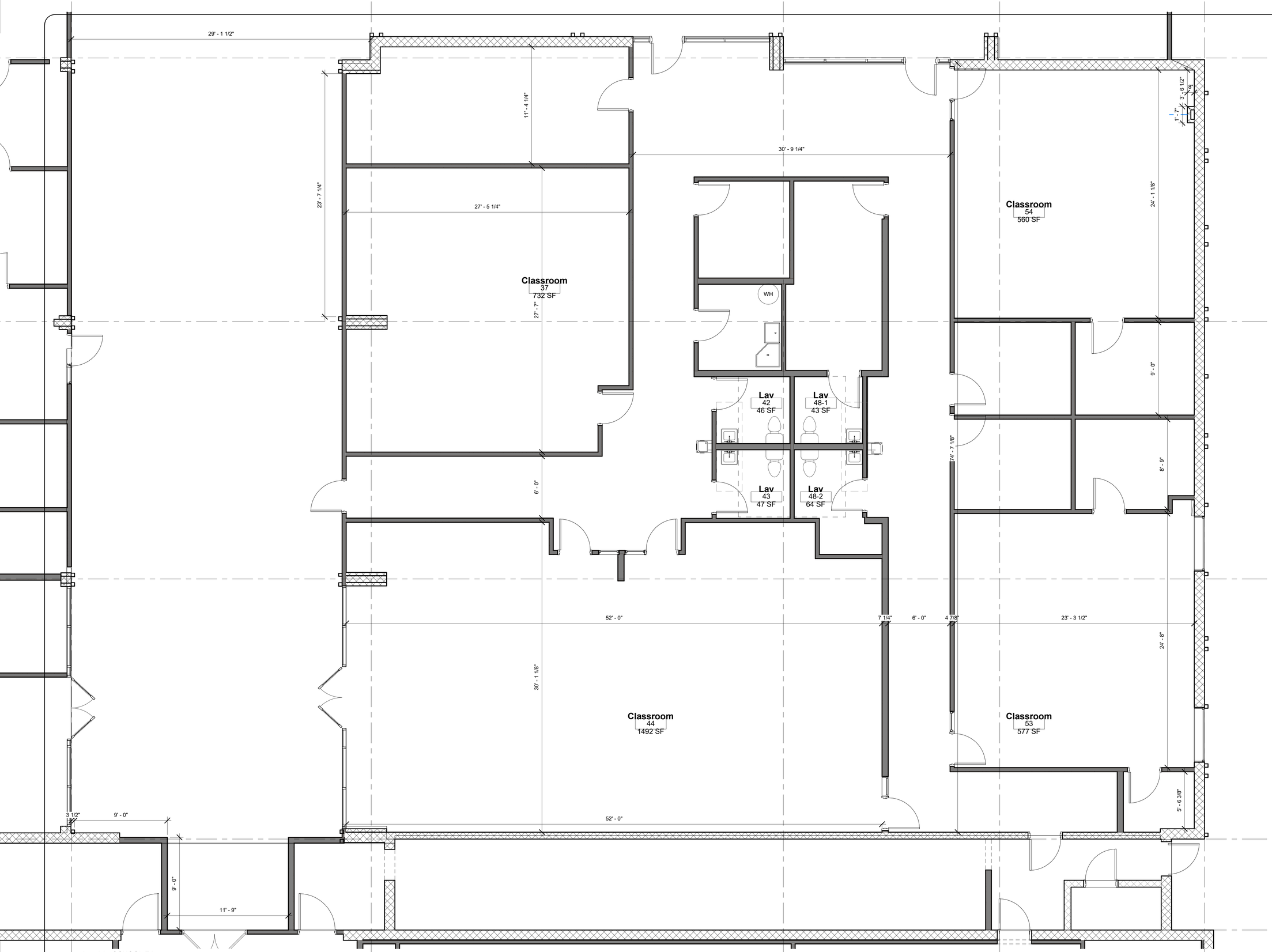
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Coon Rapids, MN 55433

Project number	2026-42
Drawn by	Author
Checked by	Checker

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1 Level 1 - SCHOOL E4
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Sheet Title: SCHOOL REVISED

Project:
Coon Rapids Family Center MALL

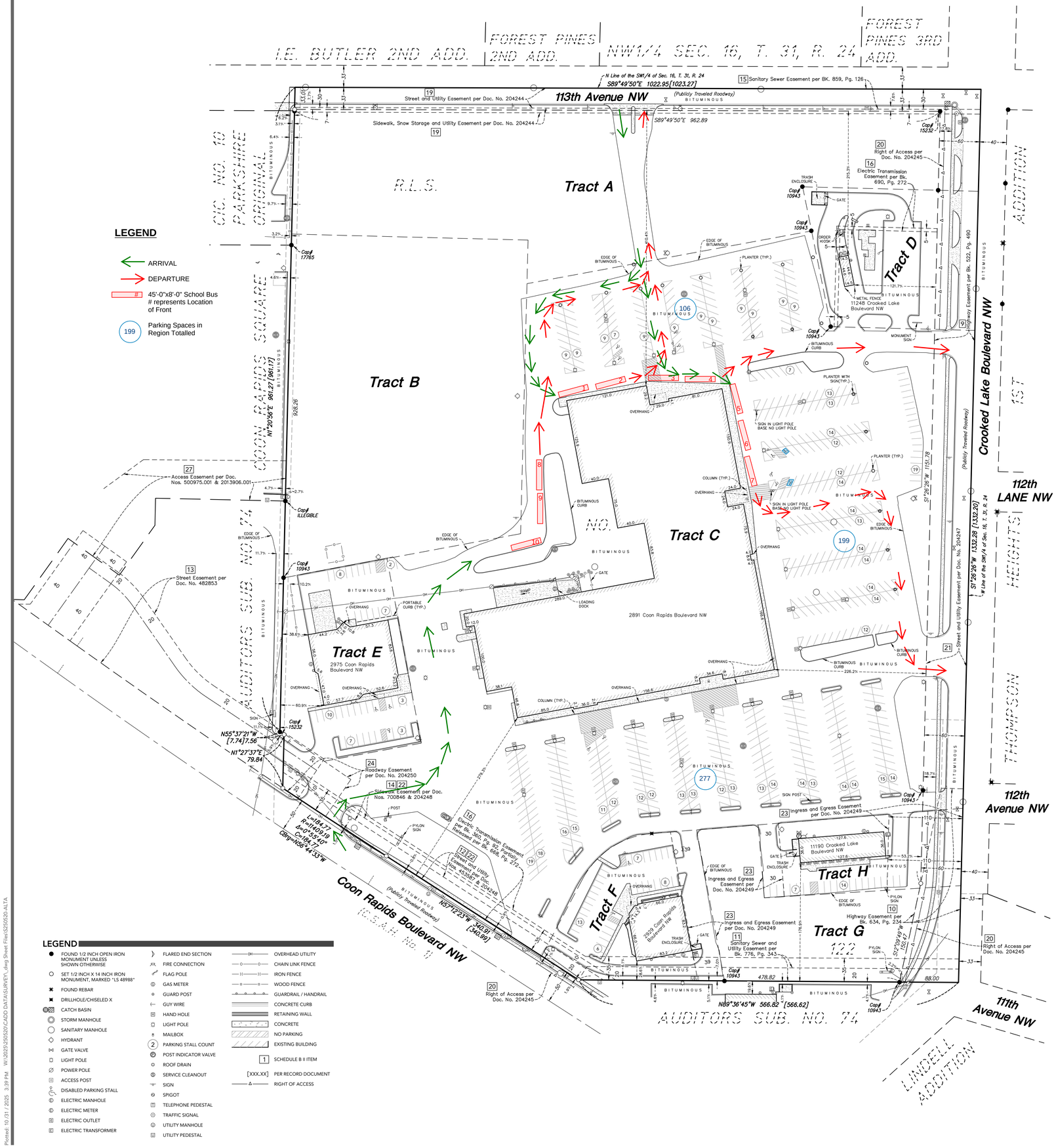
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Project number	2026-42
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LEGEND

- ARRIVAL
- DEPARTURE
- # 45'-0"x8'-0" School Bus # represents Location of Front
- 199 Parking Spaces in Region Totalled

LEGEND

- FOUND 1/2 INCH OPEN IRON MONUMENT UNLESS SHOWN OTHERWISE
- SET 1/2 INCH X 14 INCH IRON MONUMENT, MARKED "LS 48988"
- FOUND REBAR
- DRILLHOLE/CHISELED X
- CATCH BASIN
- STORM MANHOLE
- SANITARY MANHOLE
- HYDRANT
- GATE VALVE
- LIGHT POLE
- POWER POLE
- ACCESS POST
- DISABLED PARKING STALL
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC OUTLET
- ELECTRIC TRANSFORMER
- FLARED END SECTION
- FIRE CONNECTION
- FLAG POLE
- GAS METER
- GUARD POST
- GUY WIRE
- HAND HOLE
- LIGHT POLE
- MAILBOX
- PARKING STALL COUNT
- POST INDICATOR VALVE
- ROOF DRAIN
- SERVICE CLEANOUT
- SIGN
- SPIGOT
- TELEPHONE PEDESTAL
- TRAFFIC SIGNAL
- UTILITY MANHOLE
- UTILITY PEDESTAL
- OVERHEAD UTILITY
- CHAIN LINK FENCE
- IRON FENCE
- WOOD FENCE
- GUARDRAIL / HANDRAIL
- CONCRETE CURB
- RETAINING WALL
- CONCRETE
- NO PARKING
- EXISTING BUILDING
- SCHEDULE B II ITEM
- [XXX.XX] PER RECORD DOCUMENT
- RIGHT OF ACCESS

DESCRIPTION OF PROPERTY SURVEYED

(Per Schedule A of the herein referenced Title Commitment)

Tracts, A, B, C, D, E, F, G and H, Registered Land Survey No. 122, Anoka County, Minnesota.
Torrens Property.

TITLE COMMITMENT EXCEPTIONS

(Per Schedule B, Part II of the herein referenced Title Commitment)

The property depicted on this survey and the easements of record shown hereon are the same as the property and the easements described in the Commitment for Title Insurance issued by Commercial Partners Title, a division of Chicago Title Insurance Company, File No. CP74385, effective date October 21, 2024. The numbers below correspond to those in the title commitment.

1-8, 25, 26, 28 & 29 do not require comment.

9. Easement for highway purposes over the East 60 feet of the above-described part of the Northeast Quarter of the Southwest Quarter of Section 16, Township 31, Range 24, and subject to the right in favor of the County of Anoka to limit the placement of signs and billboards, and to other incidental rights, all as set forth in Book 522 at page 490, shown as a recital on the Certificate of Title. (Parcel 3) **Shown hereon along the east side of the site.**

10. Easement for highway purposes in favor of the County of Anoka over a part of the Northeast Quarter of the Southwest Quarter of Section 16, Township 31, Range 24, as described in instruments recorded in Book 634 at page 234 and filed as Anoka County Recorder Document No. 462030 and subject to the right in favor of the County of Anoka to limit the placement of signs and billboards, and to other incidental rights, as set forth in Anoka County Recorder Document No. 462030, shown as a recital on the Certificate of Title. (Parcel 3) **Shown hereon in the southeast corner of the site. Document No. 462030 is not correct, Document No. 260430 is the correct number.**

11. Perpetual easement for sanitary sewer and utility purposes in favor of the City of Coon Rapids over a part of the Northeast Quarter of the Southwest Quarter, Section 16, Township 31, Range 24, as described in Book 776 at page 343, shown as a recital on the Certificate of Title. (Parcel 3) **Shown hereon along the south side of the site.**

12. Easement for street and utility purposes in favor of the City of Coon Rapids over the Southwesterly 20 feet of the above-described part of the Northeast Quarter of the Southwest Quarter of Section 16, Township 31, Range 24, as set forth in Anoka County Recorder Document No. 453587, shown as a recital on the Certificate of Title. (Parcel 3) **Shown hereon along the southwest side of the site.**

13. Easement for street in favor of the City of Coon Rapids over part of the Northeast Quarter of the Southwest Quarter of Section 16, Township 31, Range 24, as set forth in Anoka County Recorder Document No. 4828535, as a recital on the Certificate of Title. (Parcel 3) **Shown hereon southwest of the site. Document No. 4828535 is not correct, Document No. 482853 is the correct number.**

14. Easement for sidewalk purposes in favor of the City of Coon Rapids over a part of the Northeast Quarter of the Southwest Quarter of Section 16, Township 31, Range 24, as set forth in Anoka County Recorder Document No. 700846, shown as a recital on the Certificate of Title. (Parcel 3) **Shown hereon along the southwest side of the site.**

15. Easement for sanitary sewer, street, water main and storm drain purposes in favor of the City of Coon Rapids over the North 30 feet of the above-described part of the Northeast Quarter of the Southwest Quarter of Section 16, Township 31, Range 24, as set forth in Book 859 at page 126 and in Book 870 at page 101, shown as a recital on the Certificate of Title. (Parcel 3) **Shown hereon along the north side of the site.**

16. Easement for electric transmission or distribution line or system over the south 35 feet of the above-described part of the Northeast Quarter of the Southwest Quarter, Section 16, Township 31, Range 24, and subject to incidental rights over all of the above-described part of said Northeast Quarter of the Southwest Quarter, in favor of the United Power Association (formerly the Rural Cooperative Power Association) as set forth in Book 360 at page 92 and in Book 668 at page 272, shown as a recital on the Certificate of Title. (Parcel 3) **Shown hereon along the south side of the site.**

17. Easement for electric transmission line or system and incidental rights in favor of Northern States Power Company, a Minnesota Corporation, over a part of the Northeast Quarter of the Southwest Quarter of Section 16, Township 31, Range 24, as set forth in instrument recorded in Book 690 at page 447, shown as a recital on the Certificate of Title. (Parcel 3) **Shown hereon along the north and west sides of Tract D.**

18. Easements and right of ways shown on the recorded Registered Land Survey No. 122, filed October 31, 1990, as Document No. 201844. **Not shown hereon. Registered Land Survey No. 122 does not show any easements or right of ways dedicated on it.**

19. Permanent easement for street, sidewalk, snow storage and utility purposes in favor of the City of Coon Rapids, a Minnesota municipal corporation contained in Public Easement dated December 19, 1990, filed January 3, 1991, as Document No. 204244. (Tract A) **Shown hereon along the north side of the site.**

20. Rights of access to Crooked Lake Boulevard dedicated to the City of Coon Rapids, a Minnesota municipal corporation contained in Right of Access to Public Roadway dated December 19, 1990, filed January 3, 1991, as Document No. 204245, and as Document No. 204246. (Tracts A, D, F, H and G). **Shown hereon at the se corner and the ne corner of the site.**

21. Perpetual easement for roadway and utility purposes in favor of the City of Coon Rapids, a Minnesota municipal corporation contained in Public Easement dated December 19, 1990, filed January 3, 1991, as Document No. 204247. (Tracts A, C, D, G and H) **Shown hereon along the east side of the site.**

22. Permanent easement for street, sidewalk and utility purposes in favor of the City of Coon Rapids, a Minnesota municipal corporation contained in Public Easement dated December 19, 1990, filed January 3, 1991, as Document No. 204248. (Tracts C and F) **Shown hereon along the southwest side of the site.**

23. Terms and conditions of and easements set forth in Declaration of Easements Coon Rapids Family Center Mall dated December 19, 1990, filed January 31, 1991, as Document No. 204249. **Shown hereon along tracts G and H. There are additional easements not shown hereon that are blanket in nature.**

24. Perpetual easement for roadway purposes dedicated to the City of Coon Rapids, a Minnesota municipal corporation contained in Public Easement dated December 19, 1990, filed January 31, 1991, as Document No. 204250. (Tract C) **Shown hereon in the southwest corner of the site.**

27. Terms and conditions of Access Easement dated March 16, 2010, filed March 19, 2010, as Document No. 500975.001 (Torrens) and as Document No. 2013906.001 (Abstract). **Shown hereon west of the site.**

NOTE: The above easement creates a benefit to Tract B. If it is intended to include the created benefit as part of the insured legal, additional search and exam fees will be required to determine if the created benefit is insurable.

ALTA/NSPS OPTIONAL TABLE A NOTES

(The following items refer to Table A optional survey responsibilities and specifications)

1. Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses to the corner are shown hereon.
2. The address, as disclosed in documents provided to the surveyor, obtained by the surveyor, or observed while conducting the fieldwork is 2975, 2891 and 2929 Coon Rapids Boulevard Northwest and 11190 and 11248 Crooked Lake Boulevard Northwest, Coon Rapids, Minnesota 55433.
3. This property is contained in Zone X (areas determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map No. 27003C0312E, Community Panel No. 2700110312E, effective date of December 16, 2025.
4. The Gross land area is 1,293,813 +/- square feet or 29.70 +/- acres.
   The Right of Way area is 113,766 +/- square feet or 2.61 +/- acres.
   The Net land area is 1,180,047 +/- square feet or 27.09 +/- acres.
7. (a) Exterior dimensions of all buildings are shown at ground level.
8. Substantial features observed in the process of conducting fieldwork, are shown hereon.
9. Striping of clearly identifiable parking spaces on surface parking areas and lots are shown hereon. The number and type of clearly identifiable parking stalls on this site are as follows: 677 Regular + 12 Disabled = 689 Total Parking Stalls.

SURVEY REPORT

1. The Surveyor was not provided utility easement documents for the subject property except for those shown on the Survey.
2. The bearings for this survey are based on the Anoka County Coordinate System NAD 83 (1986 Adjust).

CERTIFICATION

To Vantage Law Group; Trach Properties, Inc.; Commercial Partners Title; and Chicago Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1 - 4, 7(a), 8, and 9 of Table A thereof. The field work was completed on October 24, 2025.

Date of Plat or Map: October 31, 2025

Max L. Stanislowski, PLS Minnesota License No. 48988
mstanislowski@loucksinc.com

MAX L. STANISLOWSKI — LICENSED LAND SURVEYOR No. 48988 — STATE OF MINNESOTA

N

0 60 120
SCALE IN FEET

COON RAPIDS FAMILY CENTER MALL

2975, 2891 AND 2929 COON RAPIDS BLVD NW AND 11190 AND 11248 CROOKED LAKE BLVD NW,
COON RAPIDS, MINNESOTA 55433

VANTAGE LAW GROUP
125 MAIN STREET SE, SUITE 250
MINNEAPOLIS, MN 55414

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Preliminary
06/08/2026 9:50:47 AM

CADD QUALIFICATION

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SUBMITTAL/REVISIONS

10/31/25	SURVEY ISSUED

PROFESSIONAL SIGNATURE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Max L. Stanislowski - PLS

License No. 48988
Date 10/31/25

QUALITY CONTROL

Loucks Project No.	250520
Project Lead	MLS
Drawn By	NRS
Checked By	MLS
Field Crew	CMS/SRK

VICINITY MAP


SITE
11248 Crooked Lake Blvd NW
11190 Crooked Lake Blvd NW
2929 Coon Rapids Blvd NW
2975 Coon Rapids Blvd NW
2891 Coon Rapids Blvd NW
Northdale Blvd NW
Coon Rapids Blvd NW
Crooked Lake Blvd NW
112th Ln NW
111th Ln NW
111th Ave NW
112th Ave NW
113th Ave NW
Foley Blvd NW
Main St NW
Riverdale Dr NW
Egret Blvd NW
Ibis Dr NW
Ibis Ln NW
Jay St NW
Jay Ct NW
Jay Ln NW
Jay Blvd NW
Jay Cir NW
Jay Pl NW
Jay Ave NW
Jay Way NW
Jay Ter NW
Jay Trl NW
Jay Path NW
Jay Loop NW
Jay Pkwy NW
Jay Run NW
Jay Vw NW
Jay Xing NW
Jay Cv

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

Sustainability Comments
Re: 26-0023: Parcel 26-31-24-41-0013 Family Center Mall Use Flexibility

Solar

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

Light Pollution

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

Other Sustainability Elements

- Applicant should consider investigating energy efficiency programs for the buildings and lighting to minimize energy usage and costs, especially when HVAC systems need repair or replacement. Same with occupancy sensors for lighting, installation of LED lighting, motion sensor water fixture, etc.
- Applicant should consider installing bike racks at the location
- Applicant should consider installation of EV charging stations
- Applicant should consider reducing the size of the parking area, if feasible, to reduce impervious surface and heat impacts. Consider no/low mow or minimal maintenance landscaping and the use of native plants in open space areas
- Considering alternatively fueled vehicles and buses for the proposed use, such as electric, hybrid, and natural gas.

City Council Regular **11.**

Meeting Date: 09/01/2026

Subject: Consider Approval of 2026-2027 Ice Center User Contracts

From: Stephanie Ring, Director of Community and Recreation Services

INTRODUCTION

Staff requests City Council consider and approve the annual user contracts for the 2026-2027 Coon Rapids Ice Center season.

DISCUSSION

The attached contracts between the City and Coon Rapids Youth Hockey, the Minnesota Blue Ox and Twin Cities Sled Hockey are submitted for Council's consideration. The agreements pertain to ice rates and locker room space for youth hockey; ice rates, locker room, training room and storage for the Blue Ox and storage space for Twin Cities Sled Hockey. The contracts are based on the new facility fee schedule which was approved at the last Council meeting August 18. The new rates and these contracts are in effect from September 1, 2026 to August 31, 2027.

RECOMMENDATION

Staff recommends the City Council approve the proposed 2026-2027 Coon Rapids Ice Center annual user contracts with the Coon Rapids Youth Hockey Association, The Minnesota Blue Ox and Twin Cities Sled Hockey and authorize City officials to execute accordingly.

Attachments

2026-2027 CRYHA Ice Contract

2026-2027 CRYHA Storage Contract

2026-2027 Twin Cities Sled Hockey Storage

2026-2027 Blue Ox Ice Contract

2026-2027 Blue Ox Storage Contract

2026-2027 Blue Ox Training Room

2026-2027 Blue Ox Locker Room

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

This ice facility use agreement is made and entered into this 18th day of August, 2026 between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and the Coon Rapids Youth Hockey Association (CRYHA) herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the dates set forth in Exhibit A.

1. SCHEDULE OF TIME: PROVIDER agrees to make the Coon Rapids Ice Center available to USER in accordance with this Agreement on the dates set forth in Exhibit A, which may be amended and supplemented at any time and from time to time by mutual agreement of the PROVIDER and the USER, provided that the aggregate number of days set forth in Exhibit A shall not exceed 100 days. PROVIDER has final authority to schedule the dates and times as close to the desired schedule as possible, while accommodating all contract user groups' needs. USER will provide contact person/s to work with for ice time scheduling to PROVIDER to streamline the point of contact process.

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

September 1st, 2026 – August 31, 2027:

a. $ 258.00 Evening and Weekend Prime Indoor Ice Hourly Rate
b. $ 150.00 Week Day Prime Hourly Rate
c. $ 110.00 Outdoor Ice Hourly Rate
d. $ 210.00 Non-Prime Hourly Rate (Regular group discount applies if 10 or more hours are booked on one invoice, $190/hour)
e. $ 0.00 Game Fee (Non-ticketed, prior arrangement)

3. PRIME HOURS: Evening and Weekend Prime and Weekday prime are described in the attached facility fee schedule.

4. SERVICES: PROVIDER agrees to provide a useable ice surface, secure and clean locker facilities and parking facilities. and, on the day of games, Ice Center seating for spectators. Coon Rapids Youth Hockey Association does not get charged a Game Fee due to no need for additional services such as ticket sellers, time/score keeper)s), penalty box attendant(s), and additional maintenance staff.

5. COON RAPIDS ICE CENTER ACCESS: Keys and/or electronic access cards to the Ice Center and/or locker rooms are the exclusive property of the PROVIDER and will be issued as deemed necessary by Ice Center management to USER's approved personnel. Keys and/or access cards must be signed for at the beginning of each season and returned no later than two

weeks after the last day of the season. Keys and/or electronic access cards may not be duplicated by USER or any of USER's coaches or personnel. Duplication of keys and/or electronic access cards or other security breaches may be considered a breach of this agreement and, in addition to other remedies, may result in restriction or loss of after-hours access privileges. If PROVIDER determines that a breach of security has resulted due to a violation of this paragraph PROVIDER may change the locks or change electronic access codes to the Ice Center at USER's expense.

6. ANCILLARY USE OF FACILITIES NON-TICKETED EVENTS: Contract Customers who conduct non-ticketed events are provided some ancillary facility space. This applies to USER. Ancillary uses are defined as team meetings, work out activities, team event planning, motivational speakers and presentations when supervision is present. All of the ancillary uses must be scheduled in advance with Ice Center management and are subject to availability. The Coon Rapids Ice Center management has discretion to assign use of rooms or to modify room assignments to accommodate other priority or paid users. Social gatherings and team parties are chargeable room rentals. USER and USER's support staff will be allowed to bring food and beverages but agree not to do so in a manner that competes with PROVIDER's concession stand (typical "continental breakfast" type items are allowed). All ancillary use of the facilities must be scheduled with PROVIDER in advance, and are subject to availability. PROVIDER has discretion to assign use of rooms or to modify room assignments to accommodate other priority or paid users. USER agrees to keep the facilities in a clean and orderly condition and in at least as good a condition as existed prior to USER's ancillary use. USER agrees to pay for the actual costs of cleanup as determined by PROVIDER if the PROVIDER determines the ancillary use requires additional cleaning services. The User assumes responsibility for all damage beyond normal wear and tear caused by the User or its members and guests to equipment, furniture, or the building. The User agrees to pay a $50 fee plus actual cost of damage repair and/or property replacement if the City deems necessary.

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

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

9. DASHERBOARD SALES AND COMMISSION PROGRAM**:** Any Contract Customer is allowed to participate in the Coon Rapids Ice Center Dasherboard sales/Commission program. This program is available only to Contract Customers as defined by those who

purchase over 100 hours of ice time (Evening and Weekend and Week Day Prime) in a contract time period which September 1 to August 31, not exceeding 100 days of use of the facility.

10. ADVERTISING LOGO WALL: Contract Customers purchasing over 500 Evening and Weekend and Week Day Prime hours of ice can participate in the advertising logo wall in the Ice Center. Sponsors supporting a group that purchases over 500 prime hours can display their logo on the advertising wall. USER does meet the criteria for accessing the logo advertising wall.

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

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

12. PAYMENTS: PROVIDER shall bill USER on a monthly basis by submitting an itemized list of hourly practice, game ice, and room usage to the USER. Upon proper billing and documentation, USER will promptly pay PROVIDER any required deposits and an amount equal to the number of hours of practice and game ice usage at the rate agreed to. PROVIDER must obtain the USER'S ST3 Certificate of Exemption (if applicable) before ice billing can occur. USER is asked to provide current ST3 at the start of the season September 1, 2026.

13. FEE FOR ELECTRONIC TRANSACTIONS: A 3.1% convenience fee will apply to all invoices paid online. Any transaction at the concession stand/front desk will be charged a 3.5% convenience fee.

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

15. CANCELLATIONS – USER: If scheduled ice time cannot be used, USER must notify PROVIDER 21 days before scheduled ice time and provider will attempt to schedule the

ice time with another group. If the time cannot be rescheduled to another group, the USER will pay the fees for their scheduled time.

16. AUTOMATIC CONTRACT RENEWAL: This contract will automatically renew upon completion of the dates set forth in Exhibit A unless the PROVIDER terminates this Agreement upon 30 days' prior written notice delivered not later than [December 1, 2026]. If no such notice of termination is delivered, Exhibit A shall be deemed terminated and this Agreement shall be effective for the dates set forth in Exhibit B, which may be amended and supplemented at any time and from time to time by mutual agreement of the PROVIDER and the USER, provided that the aggregate number of days set forth in Exhibit B shall not exceed 100 days.

17. TERMINATION: This agreement may be terminated at any time by PROVIDER for breach or non-performance of any provision of this agreement in accordance with the following: PROVIDER shall give the USER notice in writing of the PROVIDER'S desire to terminate this agreement describing the breach or non-performance of this Agreement entitling it to do so. The USER shall have 15 days from the date of such notice to cure the breach or non-performance. Upon failure of the USER to do so, this agreement shall automatically terminate.

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

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

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

USER assumes all risks of personal injury arising from its usage of the Ice Center or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is

responsible for the repair or replacement of PROVIDER'S property and will invoice the USER for the damages. USER'S obligation shall be to reimburse to PROVIDER the cost of labor and replacement of like-kind and quality equipment.

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

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

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

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

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

Dated: _____ USER: Coon Rapids Youth Hockey Assoc.

By: _____

Its: _____

Dated: _____ PROVIDER: CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City
_____
Manager

Approved as to form:

By: _____
David Brodie, City Attorney

Exhibit A

Account Name Exhbit A	Start Date	Start Time	End Time	Duration	Facility	Schedule Notes
CRYHA	9/1/2026	5:00 PM	6:00 PM	60	1 Indoor Rink	
CRYHA	9/3/2026	5:00 PM	6:00 PM	60	1 Indoor Rink	
CRYHA	9/8/2026	6:10 PM	7:10 PM	60	1 Indoor Rink	
CRYHA	9/9/2026	5:00 PM	6:00 PM	60	1 Indoor Rink	
CRYHA	9/10/2026	5:00 PM	6:00 PM	60	1 Indoor Rink	
CRYHA	9/11/2026	5:00 PM	6:00 PM	60	1 Indoor Rink	
CRYHA	9/12/2026	8:50 AM	9:50 AM	60	1 Indoor Rink	
CRYHA	9/13/2026	9:50 AM	10:50 AM	60	1 Indoor Rink	
CRYHA	9/14/2026	7:00 PM	8:00 PM	60	1 Indoor Rink	
CRYHA	9/15/2026	5:00 PM	6:00 PM	60	1 Indoor Rink	

CRYHA	9/16/2026	5:00 PM	6:00 PM	60	1 Indoor Rink
CRYHA	9/17/2026	5:15 PM	6:00 PM	45	1 Indoor Rink
CRYHA	9/19/2026	12:30 PM	1:15 PM	45	1 Indoor Rink
CRYHA	9/20/2026	8:00 AM	9:00 AM	60	1 Indoor Rink
CRYHA	9/22/2026	5:20 PM	6:05 PM	45	1 Indoor Rink
CRYHA	9/23/2026	5:00 PM	6:00 PM	60	1 Indoor Rink
CRYHA	9/24/2026	5:35 PM	6:20 PM	45	1 Indoor Rink
CRYHA	9/25/2026	5:00 PM	6:00 PM	60	1 Indoor Rink
CRYHA	9/26/2026	12:30 PM	1:30 PM	60	1 Indoor Rink
CRYHA	9/27/2026	7:30 AM	8:30 AM	60	1 Indoor Rink
CRYHA	9/29/2026	5:00 PM	6:00 PM	60	1 Indoor Rink
CRYHA	9/30/2026	5:00 PM	6:00 PM	60	1 Indoor Rink
CRYHA	10/1/2026	5:00 PM	6:00 PM	60	1 Indoor Rink
CRYHA	10/2/2026	5:00 PM	6:00 PM	60	1 Indoor Rink
CRYHA	10/3/2026	12:30 PM	1:30 PM	60	1 Indoor Rink
CRYHA	10/4/2026	7:30 AM	8:30 AM	60	1 Indoor Rink
CRYHA	10/6/2026	5:30 PM	6:30 PM	60	1 Indoor Rink
CRYHA	10/7/2026	5:30 PM	6:30 PM	60	1 Indoor Rink
CRYHA	10/8/2026	5:30 PM	6:30 PM	60	1 Indoor Rink
CRYHA	10/9/2026	5:00 PM	6:00 PM	60	1 Indoor Rink
CRYHA	10/10/2026	12:30 PM	1:30 PM	60	1 Indoor Rink
CRYHA	10/11/2026	7:20 AM	8:20 AM	60	1 Indoor Rink
CRYHA	10/13/2026	5:00 PM	6:00 PM	60	1 Indoor

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CRYHA	10/14/2026	5:00 PM	6:00 PM	60	Rink
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CRYHA	10/16/2026	5:00 PM	6:00 PM	60	Rink
					1 Indoor
CRYHA	10/17/2026	12:30 PM	1:30 PM	60	Rink
					1 Indoor
CRYHA	10/18/2026	7:20 AM	8:20 AM	60	Rink
					1 Indoor
CRYHA	10/20/2026	5:00 PM	6:00 PM	60	Rink
					1 Indoor
CRYHA	10/21/2026	5:00 PM	6:00 PM	60	Rink
					1 Indoor
CRYHA	10/22/2026	5:00 PM	6:00 PM	60	Rink
					1 Indoor
CRYHA	10/23/2026	5:00 PM	6:00 PM	60	Rink
					1 Indoor
CRYHA	10/24/2026	12:30 PM	1:30 PM	60	Rink
					1 Indoor
CRYHA	10/25/2026	7:20 AM	8:20 AM	60	Rink
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CRYHA	10/27/2026	5:00 PM	6:00 PM	60	Rink
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CRYHA	10/28/2026	5:00 PM	6:00 PM	60	Rink
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CRYHA	10/29/2026	5:00 PM	6:00 PM	60	Rink
					1 Indoor
CRYHA	10/30/2026	5:00 PM	6:00 PM	60	Rink
					1 Indoor
CRYHA	10/31/2026	12:30 PM	1:30 PM	60	Rink
					1 Indoor
CRYHA	11/1/2026	7:20 AM	8:20 AM	60	Rink
					1 Indoor
CRYHA	11/3/2026	6:10 PM	7:10 PM	60	Rink
					1 Indoor
CRYHA	11/4/2026	6:10 PM	7:10 PM	60	Rink
					1 Indoor
CRYHA	11/5/2026	6:10 PM	7:10 PM	60	Rink
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CRYHA	11/6/2026	6:10 PM	7:10 PM	60	Rink
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CRYHA	11/7/2026	12:30 PM	1:30 PM	60	Rink

CRYHA	11/8/2026	7:20 AM	8:20 AM	60	1 Indoor Rink
CRYHA	11/10/2026	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	11/11/2026	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	11/12/2026	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	11/14/2026	12:30 PM	1:30 PM	60	1 Indoor Rink
CRYHA	11/15/2026	7:20 AM	8:20 AM	60	1 Indoor Rink
CRYHA	11/18/2026	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	11/19/2026	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	11/20/2026	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	11/21/2026	6:20 PM	7:20 PM	60	1 Indoor Rink
CRYHA	11/22/2026	7:40 AM	8:40 AM	60	1 Indoor Rink
CRYHA	11/24/2026	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	11/25/2026	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	11/27/2026	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	11/28/2026	12:30 PM	1:30 PM	60	1 Indoor Rink
CRYHA	11/29/2026	7:40 AM	8:40 AM	60	1 Indoor Rink
CRYHA	12/2/2026	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	12/3/2026	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	12/5/2026	12:30 PM	1:30 PM	60	1 Indoor Rink
CRYHA	12/6/2026	7:40 AM	8:40 AM	60	1 Indoor Rink
CRYHA	12/9/2026	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	12/10/2026	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	12/11/2026	6:10 PM	7:10 PM	60	1 Indoor

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CRYHA	12/12/2026	7:30 PM	8:30 PM	60	Rink	
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CRYHA	12/13/2026	7:40 AM	8:40 AM	60	Rink	
					1 Indoor	
CRYHA	12/15/2026	6:10 PM	7:10 PM	60	Rink	
					1 Indoor	
CRYHA	12/16/2026	6:10 PM	7:10 PM	60	Rink	
					1 Indoor	
CRYHA	12/19/2026	5:40 PM	6:40 PM	60	Rink	
					1 Indoor	
CRYHA	12/20/2026	7:40 AM	8:40 AM	60	Rink	
					1 Indoor	
CRYHA	12/21/2026	6:10 PM	7:10 PM	60	Rink	
					1 Indoor	
CRYHA	12/22/2026	6:10 PM	7:10 PM	60	Rink	
					1 Indoor	
CRYHA	12/23/2026	6:10 PM	7:10 PM	60	Rink	
					1 Indoor	
CRYHA	12/26/2026	12:30 PM	1:30 PM	60	Rink	
					1 Indoor	
CRYHA	12/27/2026	7:40 AM	8:40 AM	60	Rink	
					1 Indoor	
CRYHA	12/28/2026	6:10 PM	7:10 PM	60	Rink	
					1 Indoor	
CRYHA	12/29/2026	6:10 PM	7:10 PM	60	Rink	
					1 Indoor	
CRYHA	12/30/2026	6:10 PM	7:10 PM	60	Rink	
					1 Indoor	
CRYHA	12/31/2026	6:10 PM	7:10 PM	60	Rink	
					1 Indoor	
CRYHA	1/2/2027	5:40 PM	6:40 PM	60	Rink	
					1 Indoor	
CRYHA	1/3/2027	7:40 AM	8:40 AM	60	Rink	
					1 Indoor	
CRYHA	1/6/2027	6:10 PM	7:10 PM	60	Rink	
					1 Indoor	
CRYHA	1/7/2027	6:10 PM	7:10 PM	60	Rink	
					1 Indoor	
CRYHA	1/8/2027	6:10 PM	7:10 PM	60	Rink	
					1 Indoor	
CRYHA	1/9/2027	5:40 PM	6:40 PM	60	Rink	
					1 Indoor	
CRYHA	1/10/2027	7:40 AM	8:40 AM	60	Rink	100 Days

Exhibit B

Account Name	Start Date	Start Time	End Time	Duration	Facility	Schedule Notes
Exhbit B						
CRYHA	1/13/2027	6:10 PM	7:10 PM	60	1 Indoor Rink	
CRYHA	1/14/2027	6:10 PM	7:10 PM	60	1 Indoor Rink	
CRYHA	1/16/2027	12:30 PM	1:30 PM	60	1 Indoor Rink	
CRYHA	1/17/2027	7:40 AM	8:40 AM	60	1 Indoor Rink	
CRYHA	1/19/2027	6:10 PM	7:10 PM	60	1 Indoor Rink	
CRYHA	1/20/2027	6:10 PM	7:10 PM	60	1 Indoor Rink	
CRYHA	1/21/2027	6:10 PM	7:10 PM	60	1 Indoor Rink	
CRYHA	1/22/2027	6:10 PM	7:10 PM	60	1 Indoor Rink	
CRYHA	1/23/2027	12:30 PM	1:30 PM	60	1 Indoor Rink	
CRYHA	1/24/2027	7:40 AM	8:40 AM	60	1 Indoor Rink	
CRYHA	1/26/2027	6:10 PM	7:10 PM	60	1 Indoor Rink	
CRYHA	1/27/2027	6:10 PM	7:10 PM	60	1 Indoor Rink	
CRYHA	1/28/2027	6:10 PM	7:10 PM	60	1 Indoor Rink	
CRYHA	1/30/2027	12:30 PM	1:30 PM	60	1 Indoor Rink	
CRYHA	1/31/2027	7:20 AM	8:20 AM	60	1 Indoor Rink	
CRYHA	2/2/2027	6:10 PM	7:10 PM	60	1 Indoor Rink	
CRYHA	2/3/2027	6:10 PM	7:10 PM	60	1 Indoor Rink	
CRYHA	2/4/2027	6:10 PM	7:10 PM	60	1 Indoor Rink	
CRYHA	2/6/2027	12:30 PM	1:30 PM	60	1 Indoor Rink	
CRYHA	2/7/2027	7:40 AM	8:40 AM	60	1 Indoor Rink	

CRYHA	2/9/2027	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	2/10/2027	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	2/11/2027	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	2/13/2027	12:30 PM	1:30 PM	60	1 Indoor Rink
CRYHA	2/14/2027	7:50 AM	8:50 AM	60	1 Indoor Rink
CRYHA	2/17/2027	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	2/19/2027	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	2/20/2027	12:30 PM	1:30 PM	60	1 Indoor Rink
CRYHA	2/21/2027	7:50 AM	8:50 AM	60	1 Indoor Rink
CRYHA	2/23/2027	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	2/24/2027	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	2/25/2027	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	2/27/2027	12:30 PM	1:30 PM	60	1 Indoor Rink
CRYHA	2/28/2027	7:40 AM	8:40 AM	60	1 Indoor Rink
CRYHA	3/2/2027	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	3/3/2027	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	3/4/2027	6:10 PM	7:10 PM	60	1 Indoor Rink
CRYHA	3/6/2027	12:30 PM	1:30 PM	60	1 Indoor Rink
CRYHA	3/7/2027	7:40 AM	8:40 AM	60	1 Indoor Rink
CRYHA	3/20/2027	5:00 PM	8:00 PM	180	1 Indoor Rink
CRYHA	4/17/2027	6:00 PM	7:00 PM	60	1 Indoor Rink
CRYHA	5/5/2027	5:15 PM	7:00 PM	105	1 Indoor Rink
CRYHA	5/7/2027	5:15 PM	7:00 PM	105	1 Indoor

					Rink	
					1 Indoor	
CRYHA	5/9/2027	4:00 PM	5:45 PM	105	Rink	
					1 Indoor	
CRYHA	5/12/2027	5:15 PM	7:00 PM	105	Rink	
					1 Indoor	
CRYHA	5/14/2027	5:15 PM	7:00 PM	105	Rink	
					1 Indoor	
CRYHA	7/14/2027	5:00 PM	6:00 PM	60	Rink	
					1 Indoor	
CRYHA	7/18/2027	4:50 PM	5:50 PM	60	Rink	
					1 Indoor	
CRYHA	7/21/2027	5:00 PM	6:00 PM	60	Rink	
					1 Indoor	
CRYHA	7/25/2027	4:50 PM	5:50 PM	60	Rink	
					1 Indoor	
CRYHA	7/28/2027	5:00 PM	6:00 PM	60	Rink	
					1 Indoor	
CRYHA	8/1/2027	4:50 PM	5:50 PM	60	Rink	
					1 Indoor	
CRYHA	8/4/2027	5:00 PM	6:00 PM	60	Rink	
					1 Indoor	
CRYHA	8/8/2027	4:50 PM	5:50 PM	60	Rink	
					1 Indoor	
CRYHA	8/11/2027	5:00 PM	6:00 PM	60	Rink	
					1 Indoor	
CRYHA	8/15/2027	4:50 PM	5:50 PM	60	Rink	
					1 Indoor	
CRYHA	8/18/2027	5:00 PM	6:00 PM	60	Rink	
					1 Indoor	
CRYHA	8/22/2027	4:50 PM	5:50 PM	60	Rink	58 Days

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

This ice facility use agreement is made and entered into this 1st day of September, 2026 between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and the COON RAPIDS YOUTH HOCKEY ASSOCIATION herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the period September 1, 2026 to August 31, 2027.

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

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

3. RATE OF STORAGE SPACE: PROVIDER agrees to provide the storage space to USER as part of the "Volume Ice Rates Customer."

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

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

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

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

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii)

arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER'S performance under this agreement. This paragraph shall not act as a waiver of any tort liability caps or legal immunities that may exist to protect the PROVIDER.

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

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

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

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

Dated: _____ USER: Coon Rapids Youth Hockey Assoc.

By: _____

Its: _____

Dated: _____

PROVIDER: CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City
_____
Manager

Approved as to form:

By: _____
David Brodie, City Attorney

COON RAPIDS ICE CENTER CONTRACT
STORAGE SPACE – MINNESOTA WILD SLED PROGRAM

This ice facility use agreement is made and entered into this 1st day of September, 2026 between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and Twin Cities Sled Hockey herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the period September 1, 2026 to August 31, 2027.

1. STORAGE SPACE: PROVIDER agrees to provide approximately 50 square feet of space for storage to the USER. This storage space is located in a closet at the back of the building.

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

3. RATE OF STORAGE SPACE*: PROVIDER agrees to provide the storage space to USER for $6.95/square foot which totals $347.50/year. Twin Cities Sled Hockey does not meet the minimum threshold of ice hours purchased in the "Volume Rates Ice Purchase Policy" qualify for complimentary storage space.

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

5. SUBJECT TO INSPECTION: USER understands that PROVIDER has access to storage space at all times and both spaces will be subject to inspections at various times of the year. USER must also adhere to all requirements as noted by PROVIDER's safety inspector.

6. TERMINATION: This agreement may be terminated at any time by PROVIDER for breach or non-performance of any provision of this agreement in accordance with the following: PROVIDER shall give the USER notice in writing of the PROVIDER'S desire to terminate this agreement describing the breach or non-performance of this Agreement entitling it to do so. The USER shall have 15 days from the date of such notice to cure the breach or non-performance. Upon failure of the USER to do so, this agreement shall automatically terminate.

7. ASSUMPTION OF RISK: USER acknowledges that PROVIDER has not asserted or accepted any responsibilities for supervision, security or control of USER'S property or activities. USER shall be solely responsible to provide security for its equipment kept on the premises. PROVIDER shall be solely responsible for the actions of its employees, agents and invitees.

USER assumes all risks of personal injury arising from its usage of the Ice Center or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for

damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is responsible for the repair or replacement of PROVIDER'S property and will invoice the USER for the damages. USER'S obligation shall be to reimburse to PROVIDER the cost of labor and replacement of like-kind and quality equipment.

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

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

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

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

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

Dated: _____

USER: Twin Cities Sled Hockey

By: _____

Its: _____

Dated: _____

PROVIDER: CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City
_____
Manager

Approved as to form:

By: _____
David Brodie, City Attorney

COON RAPIDS ICE CENTER CONTRACT
ICE RATES – BLUE OX

This ice facility use agreement is made and entered into this 1st day of September, between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and the MN Blue Ox LLC, herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the dates set forth in Exhibit A.

1. SCHEDULE OF TIME: PROVIDER agrees to make the Coon Rapids Ice Center available to USER in accordance with this Agreement on the dates set forth in Exhibit A, which may be amended and supplemented at any time and from time to time by mutual agreement of the PROVIDER and USER, provided that the aggregate number of days set forth in Exhibit A shall not exceed 100 days. PROVIDER has final authority to schedule the dates and times as close to the desired schedule as possible, while accommodating all contract user groups' needs. USER will provide contact person/s to work with for ice time scheduling to PROVIDER to streamline the point of contact process.

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

September 1st, 2026 – August 31st, 2027.

a. $ 260.00 Evening and Weekend Prime Indoor Ice Hourly Rate
b. $ 110.00 Outdoor Ice Hourly Rate
c. $ 150.00 Week Day Prime Hourly Rate
d. $ 150.00 Non-Prime Indoor Ice
e. $ 190.00 Indoor Game Fee (Modified Service Game Fee)
f. $ 190.00 Outdoor Game Fee (Modified Service Game Fee)

3. PRIME HOURS: Evening and Weekend Prime, Week Day and Non-Prime Hours are described in the attached facility fee schedule.

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

5. SECURITY OF HOCKEY GAMES: USER is required to use PROVIDER'S preferred security group (One Coon Rapids Police Reserve Officer) to complement the existing Blue Ox security within the facility for team hockey games. The Coon Rapids Police Reserve Officer will

be a uniformed presence within the facility and move between the lobby and spectator areas throughout the game. If any issues arise related to inappropriate behaviors among individuals in attendance of the hockey game, the Reserve Officer will approach Blue Ox security to let them know about the issue and then Blue Ox security will directly handle the issue. If Blue Ox security is not able to able to handle the issue with the individuals in attendance, the Reserve Officer will contact Coon Rapids Police for additional assistance. Blue Ox security is to continue to maintain all facility rules which include but are not limited to no dogs being allowed in the facility (except designated service animals), no alcohol being brought in to the building, no alcoholic drinks served in the arena are to be taken out of the arena and no parking being allowed in the drop off zone. If the PROVIDER believes additional security is required during the season, the PROVIDER reserves the right to schedule Coon Rapids Police Officers for security if needed at a rate of $120 per hour/per officer. If specific issues occur during the season that create a documented and material safety concern - such as repeated incidents of fighting, property damage, underage drinking, unauthorized access to restricted areas, or other violations of law or facility rules ("repeated incidents defined as two incidents of the examples above) the PROVIDER and USER will meet to jointly review the circumstances and determine if additional security is warranted. In such cases, the PROVIDER may schedule Coon Rapids Police Officers for security at a rate of $120 per hour/per officer, with the USER's prior written agreement. Absent such documented issues and mutual agreement, additional security beyond the Reserve Officer shall not be required.

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

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

support staff will be allowed to bring food and beverages but agree not to do so in a manner that competes with PROVIDER's concession stand (typical "continental breakfast" type items are allowed). All ancillary use of the facilities must be scheduled with PROVIDER in advance, and are subject to availability. PROVIDER has discretion to assign use of rooms or to modify room assignments to accommodate other priority or paid users. USER agrees to keep the facilities in a clean and orderly condition and in at least as good a condition as existed prior to USER's ancillary use. USER agrees to pay for the actual costs of cleanup as determined by PROVIDER if the PROVIDER determines the ancillary use requires additional cleaning services. The USER assumes responsibility for all damage beyond normal wear and tear caused by the USER or its members and guests to equipment, furniture, or the building. The USER agrees to pay a $50 fee plus actual cost of damage repair and/or property replacement if the PROVIDER deems necessary.

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

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

10. DASHERBOARD SALES AND COMMISSION PROGRAM**:** Any Contract Customer is allowed to participate in the Coon Rapids Ice Center Dasherboard sales/Commission program. This program is available only to Contract Customers as defined by those who purchase over 100 hours of ice time (Evening and Weekend and Weekday Prime) in a contract time period September 1 to August 31.

11. ADVERTISING LOGO WALL: Contract Customers purchasing over 500 Evening and Weekend and Week Day Prime hours of ice can participate in the advertising logo wall in the Ice Center. Sponsors supporting a group that purchases over 500 prime hours can display their logo on the advertising wall. USER does <u>not</u> meet the criteria for access to a logo advertising wall.

12. SPECIAL EVENTS: Contract customers may have <u>up to 2</u> special events per season that are designed to offer different and/or additional activities in addition to a typical practice, hockey game, or tournament. Special events must go through the City's "Special Events Permitting Process" which includes filling out a form, going through a checklist, submitting a site plan, permit fees, inspections (if appropriate) and related details. Contract Customers should

work with Ice Center Management, who will then work with the Community and Recreation Services Director to make final determinations on approval of the event.

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

13. PAYMENTS: PROVIDER shall bill USER on a monthly basis by submitting an itemized list of hourly practice, game ice, and room usage to the USER. Upon proper billing and documentation, USER will promptly pay PROVIDER any required deposits and an amount equal to the number of hours of practice and game ice usage at the rate agreed to. PROVIDER must obtain the USER'S ST3 Certificate of Exemption (if applicable) before ice billing can occur. USER is asked to provide current ST3 at the start of the season September 1, 2026.

14. FEE FOR ELECTRONIC TRANSACTIONS: A 3.1% convenience fee will apply to all invoices paid online. Any transaction at the concession stand/front desk will be charged a 3.5% convenience fee.

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

16. CANCELLATIONS – USER: If scheduled ice time cannot be used, USER must notify PROVIDER 21 days before scheduled ice time and PROVIDER will attempt to schedule the ice time with another group. If the time cannot be rescheduled to another group, the USER will pay the fees for their scheduled time.

17. AUTOMATIC CONTRACT RENEWAL: This contract will automatically renew upon completion of the dates set forth in Exhibit A unless the PROVIDER terminates this Agreement upon 30 days' prior written notice delivered not later than December 26, 2026. If no such notice of termination is delivered, Exhibit A shall be deemed terminated and this Agreement shall be effective for the dates set forth in Exhibit B, which may be amended and supplemented at any time and from time to time by mutual agreement of the PROVIDER and the USER, provided the aggregate number of days set forth in Exhibit B shall not exceed 100 days.

18. TERMINATION: This agreement may be terminated at any time by PROVIDER for breach or non-performance of any provision of this agreement in accordance with the following: PROVIDER shall give the USER notice in writing of the PROVIDER'S desire to terminate this

agreement describing the breach or non-performance of this Agreement entitling it to do so. The USER shall have 15 days from the date of such notice to cure the breach or non-performance. Upon failure of the USER to do so, this agreement shall automatically terminate.

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

20. SIGNAGE: USER recognizes that it does not have rights to post any permanent signs without the express written consent of PROVIDER. Any such permanent signs shall conform to and be consistent with the sign usage policy of PROVIDER and be subject to PROVIDER review and approval. Notwithstanding the foregoing, USER shall have the limited right to display, and remove temporary signage, banners, or other promotional materials within the facility during Blue Ox games and related events, provided such signage is non-damaging to the premises and removed promptly following the conclusion of each event.

21. INFORMATION TECHNOLOGY INFRASTRUCTURE: PROVIDER shall be responsible for maintaining and providing standard information technology infrastructure support for the facility. This includes, but is not limited to:

- Reliable high-speed Wi-Fi access throughout the arena for Blue Ox staff, game operations, broadcasts/streaming, point-of-sale systems, and payment processing equipment.
- Adequate wired and wireless network capacity to support typical game-day operations without material interruption. USER understands hard-wired network speed within the facility is 15 mbps.
- Reasonable technical support and troubleshooting by PROVIDER personnel in the event of service disruptions affecting Blue Ox operations. "Reasonable" is defined as: PROVIDER (specifically Ice Center Management staff) calling the City's internet provider to place a service request/ticket to investigate if there are issues with technology or an internet outage; USER understands 24 hour technology assistance is not available at the PROVIDER's facility and any call or ticket placed with the PROVIDER's internet provider may not result in operations repaired during the time of a Blue Ox Game.
- Maintenance of necessary hardware, cabling, and service contracts with third-party internet or technology providers to ensure continuity of service.

The PROVIDER shall ensure that such infrastructure is available, tested, and functioning at the start of each Blue Ox season. Persistent failures or material interruptions that impact Blue Ox business operations shall be treated as a breach of this Agreement unless resolved promptly by the PROVIDER.

22. LIABILITY/ASSUMPTION OF RISK: USER acknowledges that PROVIDER has not asserted or accepted any responsibilities for supervision, security or control of USER'S

property or activities. USER shall be solely responsible to provide security for its equipment kept on the premises and shall be solely responsible to provide supervision of its players, staff and spectators, on and off the ice. PROVIDER shall be solely responsible for the actions of its employees, agents and invitees.

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

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

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

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

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

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

Dated: _____

USER: Minnesota Blue Ox

By: _____

Its: _____

Dated: _____

PROVIDER: CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

Approved as to form:

By: _____
David Brodie, City Attorney

EXHIBIT A

Account Name	Start Date	Start Time	End Time	Duration	Facility	Event Type
Exhibit A Dates						
Blue Ox	9/1/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	9/2/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	9/3/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	9/8/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	9/9/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	9/10/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	9/11/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	9/14/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	9/15/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	9/16/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	9/17/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	9/18/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	9/21/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	9/22/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	9/23/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	9/24/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	9/25/2026	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game
Blue Ox	9/28/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	10/5/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	10/6/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	10/7/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	10/8/2026	11:00 AM	12:15 PM	75	1 Indoor	Practice

					Rink	
Blue Ox	10/10/2026	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game
Blue Ox	10/12/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	10/13/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	10/14/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	10/15/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	10/16/2026	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game
Blue Ox	10/19/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	10/20/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	10/21/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	10/22/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	10/23/2026	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game
Blue Ox	10/24/2026	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game
Blue Ox	10/26/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	10/27/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	10/28/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	10/29/2026	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game
Blue Ox	11/2/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	11/3/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	11/4/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	11/5/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	11/9/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	11/10/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice

Blue Ox	11/11/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	11/12/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	11/13/2026	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game
Blue Ox	11/16/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	11/17/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	11/18/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	11/19/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	11/23/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	11/24/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	11/27/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	11/30/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	12/1/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	12/2/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	12/3/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	12/4/2026	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game
Blue Ox	12/5/2026	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game
Blue Ox	12/7/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	12/8/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	12/9/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	12/10/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	12/14/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	12/15/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	12/16/2026	11:00 AM	12:15 PM	75	1 Indoor	Practice

					Rink	
Blue Ox	12/17/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	12/18/2026	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game
Blue Ox	12/21/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	12/22/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	12/23/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	12/28/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	12/29/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	12/30/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	12/31/2026	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	1/1/2027	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game
Blue Ox	1/4/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	1/5/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	1/6/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	1/7/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	1/11/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	1/12/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	1/13/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	1/14/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	1/15/2027	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game
Blue Ox	1/16/2027	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game
Blue Ox	1/18/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice
Blue Ox	1/19/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice

Blue Ox	1/20/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	1/21/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	1/22/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	1/23/2027	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game	
Blue Ox	1/29/2027	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game	
Blue Ox	2/5/2027	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game	
Blue Ox	2/12/2027	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game	
Blue Ox	2/26/2027	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game	
Blue Ox	2/27/2027	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game	
Blue Ox	3/5/2027	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game	
Blue Ox	3/13/2027	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game	100 days

EXHIBIT B

Account Name	Start Date	Start Time	End Time	Duration	Facility	Event Type	
Exhibit B Dates							
Blue Ox	1/25/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	1/26/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	1/27/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	1/28/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	1/29/2027	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game	must count again
Blue Ox	2/1/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	2/2/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	2/3/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	2/4/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	

Blue Ox	2/5/2027	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game	must count again
Blue Ox	2/8/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	2/9/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	2/10/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	2/11/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	2/12/2027	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game	must count again
Blue Ox	2/15/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	2/16/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	2/17/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	2/18/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	2/22/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	2/23/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	2/24/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	2/25/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	2/26/2027	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game	must count again
Blue Ox	2/27/2027	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game	must count again
Blue Ox	3/1/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	3/2/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	3/3/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	3/4/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	3/5/2027	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game	must count again
Blue Ox	3/8/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	3/9/2027	11:00 AM	12:15 PM	75	1 Indoor	Practice	

					Rink		
Blue Ox	3/10/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	3/11/2027	11:00 AM	12:15 PM	75	1 Indoor Rink	Practice	
Blue Ox	3/13/2027	6:30 PM	9:30 PM	180	1 Indoor Rink	Blue Ox Game	must count again
Blue Ox	5/21/2027	5:00 PM	6:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	5/22/2027	10:00 AM	11:00 AM	60	1 Indoor Rink	Private Rental	
Blue Ox	6/1/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	6/2/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	6/3/2027	11:30 AM	12:30 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	6/8/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	6/9/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	6/10/2027	11:30 AM	12:30 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	6/15/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	6/16/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	6/17/2027	11:30 AM	12:30 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	6/22/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	6/23/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	6/24/2027	11:30 AM	12:30 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	7/6/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	7/7/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	7/8/2027	11:30 AM	12:30 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	7/13/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	7/14/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	

Blue Ox	7/15/2027	11:30 AM	12:30 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	7/20/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	7/21/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	7/22/2027	11:30 AM	12:30 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	7/23/2027	3:00 PM	4:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	7/24/2027	10:00 AM	11:00 AM	60	1 Indoor Rink	Private Rental	
Blue Ox	7/25/2027	10:00 AM	11:00 AM	60	1 Indoor Rink	Private Rental	
Blue Ox	7/27/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	7/28/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	7/29/2027	11:30 AM	12:30 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	8/23/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	8/24/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	8/25/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	8/26/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	
Blue Ox	8/27/2027	11:00 AM	12:00 PM	60	1 Indoor Rink	Private Rental	69 days

COON RAPIDS ICE CENTER CONTRACT
STORAGE SPACE – BLUE OX

This ice facility use agreement is made and entered into this 1st day of September, 2026 between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and the MN Blue Ox LLC herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the period September 1, 2026 to August 31, 2027.

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

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

3. RATE OF STORAGE SPACE: PROVIDER agrees to provide storage space to USER as part of being a "Volume Ice Rates Customer."

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

5. SUBJECT TO INSPECTION: USER understands that PROVIDER has access to storage space at all times and the space is subject to inspection at various times of the year. USER must also adhere to all requirements as noted by PROVIDER's safety inspector as it relates to proper use of electrical, maintaining doorway access and other aspects of the room as noted by PROVIDER's safety inspector. If proper safety inspection protocols are not adhered to as defined by PROVIDER and to the USER, USER will be given a verbal warning to remove or address items that are not allowed. Upon second occurrence of an issue not within compliance as determined by Ice Center Management, a fine of $50 per occurrence which will be added to the USER's monthly ice invoice, detailing the fine and what it was for.

6. TERMINATION: This agreement may be terminated at any time by PROVIDER for breach or non-performance of any provision of this agreement in accordance with the following: PROVIDER shall give the USER notice in writing of the PROVIDER'S desire to terminate this agreement describing the breach or non-performance of this Agreement entitling it to do so. The USER shall have 15 days from the date of such notice to cure the breach or non-performance. Upon failure of the USER to do so, this agreement shall automatically terminate.

7. ASSUMPTION OF RISK: USER acknowledges that PROVIDER has not asserted or accepted any responsibilities for supervision, security or control of USER'S property or activities. USER shall be solely responsible to provide security for its equipment kept on the premises and shall be solely responsible to provide supervision of its players, staff and

spectators, on and off the ice. PROVIDER shall be solely responsible for the actions of its employees, agents and invitees.

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

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

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

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

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

THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER.

CONTRACTS CAN CHANGE IF ITEMS CONTAINED WITHIN JEOPARDIZE TAX EXEMPT STATUS WITH BONDS.

Dated: _____

USER: Minnesota Blue Ox LLC

By: _____

Its: _____

Dated: _____

PROVIDER: CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City
_____
Manager

Approved as to form:

By: _____
David Brodie, City Attorney

COON RAPIDS ICE CENTER
USER AGREEMENT FOR DRYLAND TRAINING FACILITY

This contract (the "Agreement") is made and entered into this 1st day of September, 2026, between the City of Coon Rapids, Minnesota (the "City"), and the MN Blue Ox LLC, (the "User"), (collectively, the "Parties").

WHEREAS, The User desires to provide dryland training specifically using exercise equipment in a training room located at the Coon Rapids Ice Arena.

WHEREAS, The City desires to provide a training room to the User for dryland training with exercise equipment.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Services. The City agrees to rent Training Room 2 exclusively to the User for a dryland training facility. Specifically Training Room 2 will be used for exercise equipment.

   The City agrees to allow use of Training Room 1, to User for plyometric training. User understands that the rental of Training Room 1 is not exclusive and User will need to accommodate other users in Training Room 1.

   User agrees to comply with all federal, state and local laws and ordinances applicable to the services to be performed under this Agreement, including all safety standards. The User shall be solely and completely responsible for conditions of the dryland training site, including the safety of all persons and property during the performance of the services. The User represents and warrants that it has the requisite training, skills, and experience necessary to provide the services and is appropriately licensed by all applicable agencies and governmental entities.

   User shall not perform any additional services without the express written permission of the City.

2. Training Room #2.
   a. Design and Construction- User will maintain the exercise equipment.
   b. Improvements- User will have the right to make improvements or alterations to the exercise equipment at its sole cost and expense, provided that any such improvements shall be of good workmanship and material. However, no modifications shall be made to the room without the approval of the Ice Center Management.

c. Maintenance – User will be responsible for the general upkeep and regular cleaning of the room.
d. Removal- Upon the end of the agreement, User will remove the exercise equipment and restore Training Room #2 to its original state.

3. Access and Use.
    a. Training Room #2 will be used exclusively by User for use in proving dryland training with exercise equipment and shall be staffed by Users employees or agents hired by User.
    ~~b.~~ Training Room #1 will be used non-exclusively by User for providing additional training space for the Blue Ox Team.
    c. User will have access to the building during normal business hours unless otherwise arranged with the Ice Center Manager. User will have a key to Training Room #2.
    d. The City retains the right to enter Training Room #2 at any time for any reason.

4. Compensation.
    a. User will pay the City an annual fee of $6,400.00 for the use of Training Room #2, in equal monthly payments of $533.33, except for the last payment which will be $533.37. The first payment will be due on September 15, 2026 and due on the 15th of the month each and every month thereafter.
    b. User shall pay $1,000.00 on the commencement date of this agreement as a security deposit. The deposit will be held until such time as Training Room #2 is restored to its original condition upon termination of expiration of the agreement.

5. Term. This agreement between the Parties is for a one year term September 1, 2026 - August 31, 2027.

6. Insurance. The User agrees to maintain commercial general liability insurance in a minimum amount of $1,000,000 per occurrence; $2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. Said policy shall contain a clause which provides the insurer will not change, non-renew, or materially change the policy without first providing the City thirty (30) days prior written notice. The User shall provide the City with a Certificate of Insurance for such coverage. The City shall be named as an additional insured. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that User has complied with all insurance requirements.

7. Indemnification. To the fullest extent permitted by law, the User agrees to defend , indemnify and hold harmless the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses, including attorney fees, arising out of the User's negligence or the User's performance or failure to perform its obligations under this agreement. The User's indemnification obligation shall apply to

the User's subcontractor(s), or anyone directly or indirectly employed or hired by the User, or anyone for whose acts the User may be liable. The User agrees this indemnity obligation shall survive the completion or termination of this agreement.

8. Termination. This agreement may be terminated at any time by the City for breach or non-performance of any provision of this agreement in accordance with the following: The City shall give the User notice in writing of the City's desire to terminate this agreement describing the breach or non-performance of this Agreement entitling it to do so. The User shall have 15 days from the date of such notice to cure the breach or non-performance. Upon failure of the User to do so, this agreement shall automatically terminate.

9. Assumption of Risk: User acknowledges that the City has not asserted or accepted any responsibilities for supervision, security or control of User's property or activities. User shall be solely responsible to provide security for its equipment kept on the premises. The City shall be solely responsible for the actions of its employees, agents and invitees.

10. General Provisions.

A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
B. Assignment. The User may not assign this Agreement to any other person unless written consent is obtained from the City.
C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
D. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the User shall not discriminate against any person by reason of any characteristic protected by state or federal law.
E. Force Majeure. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement, if and to the extent that such party's performance is prevented by reason of Force Majeure, as determined by the City.
F. Notices. All notices and other communications under this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

City:
Matt Stemwedel
11155 Robinson Drive NW
Coon Rapids, MN 55433

User:
Minnesota Blue Ox LLC
11000 Crooked Lake Blvd NW
Coon Rapids, MN 55433

G. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.

H. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

I. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

J. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

MINNESOTA BLUE OX LLC	**CITY OF COON RAPIDS**
By: _____	By: _____
Name: _____ _____	Name: _____
Title: _____	Title: _____

COON RAPIDS ICE CENTER CONTRACT
LOCKER ROOM SPACE – BLUE OX

This ice facility use agreement is made and entered into this 1st day of September, 2026 between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and the MN Blue Ox LLC, herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the period September 1, 2026 to August 31, 2027.

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

September 1st, 2026 – August 31st, 2027

$ 3,435.00 Base Fee
$ 490.00 Surcharge on Base Fee for all year usage
$ 3,925.00 Total

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

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

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

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

6. TERMINATION: This agreement may be terminated at any time by PROVIDER for breach or non-performance of any provision of this agreement in accordance with the following: PROVIDER shall give the USER notice in writing of the PROVIDER'S desire to terminate this agreement describing the breach or non-performance of this Agreement entitling it to do so. The

USER shall have 15 days from the date of such notice to cure the breach or non-performance. Upon failure of the USER to do so, this agreement shall automatically terminate.

7. ASSUMPTION OF RISK: USER acknowledges that PROVIDER has not asserted or accepted any responsibilities for supervision, security or control of USER'S property or activities. USER shall be solely responsible to provide security for its equipment kept on the premises. PROVIDER shall be solely responsible for the actions of its employees, agents and invitees.

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

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

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

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

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

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

Dated: _____

USER: Minnesota Blue Ox LLC

By: _____

Its: _____

Dated: _____

PROVIDER: CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City
_____
Manager

Approved as to form:

By: _____
David Brodie, City Attorney

City Council Regular **12.**

Meeting Date: 09/01/2026

Subject: Consider Construction Cooperation Agreement For Construction of Sanitary Sewer Rehabilitation (24-17)

Submitted For: Mark Hansen, City Engineer

From: Sarah Greene, Administrative Support Supervisor - PW

INTRODUCTION

Council is asked to approve a Construction Cooperation Agreement with Metropolitan Council Environmental Services (MCES) to rehabilitate portions of City-owned sewers, trail and road segments, and the Lions Coon Creek Park south parking lot as part of a continued MCES trunk sanitary sewer pipe rehabilitation project within the City.

DISCUSSION

MCES plans to rehabilitate its existing 48-inch trunk sanitary sewer pipe from north of Highway 10 to 121st Avenue west of Hanson Boulevard. This project, continuing work completed to the south in 2023 (Project 21-26), is planned to begin this fall and be completed by the end of 2027.

As part of the MCES project, the City and MCES have agreed to include the review and rehabilitation of City-owned sewer pipe segments that connect to the MCES's 48-inch sewer pipe. Including this work under the MCES contract will reduce future costs to the City by avoiding temporary bypass pumping and permitting requirements. The MCES contract will also perform cleaning and televising of additional adjacent large-diameter City-owned sewer pipes to investigate existing pipe conditions for potential future lining projects that the City could consider. The City will be responsible for 100% of the sewer investigation and rehab costs of City-owned sewer pipe segments as detailed in Exhibit C. The City and MCES will split the cost evenly to reclaim and repave the Lion's Coon Creek south parking lot.

The main temporary bypass system for the MCES project will follow Coon Creek, and also be contained within Lions Coon Creek Park. Portions of the bypass will require short-term trail closures (mostly anticipated during the winter months of 2026-27), and impact a portion of trail, the south parking lot within Lions Park, and Xeon Boulevard from Northdale Boulevard to Coon Creek, which will all be reconstructed at the conclusion of the project as a shared expense. The agreement also includes minor compensation for anticipated tree removals on City property (Exhibit B), and restoration of all impacted public facilities along the route.

Under the Agreement, the MCES will obtain bids, enter into a contract for completion of the work as outlined above, and supervise/inspect the work performed on City-owned infrastructure. The MCES shall handle all coordination required with private property owners.

RECOMMENDATION

Staff recommends Council approve the Construction Cooperation Agreement for Construction of Sanitary Sewer Rehabilitation, City Project 24-17, with Metropolitan Council Environmental Services.

BUDGET IMPACT:

Funding for this project is included in the 2026 Sanitary Sewer Fund (620), with an estimated cost to the City of $278,853.35 as detailed in Exhibit C.

Attachments

Met Council Agreement

Location Map & Trail Closures

CONSTRUCTION COOPERATION AGREEMENT FOR CONSTRUCTION OF SANITARY SEWER REHABILITATION IN COON RAPIDS, MN

THIS AGREEMENT is made and entered into by and between the **Metropolitan Council**, a public corporation and political subdivision of the State of Minnesota ("Council"), and the **City of Coon Rapids**, a municipal corporation under the laws of the State of Minnesota ("City").

BACKGROUND RECITALS

1. The Council plans to construct regional sanitary sewer improvements in Coon Rapids, during the 2026-2027 construction seasons ("the Council Project").

2. To avoid additional disruption to the community, the City desires to rehabilitate its trunk sanitary sewers and upgrade its pedestrian trails and parking lot in Lions Coon Creek Park ("the City Project").

3. Both Council and City desire that the City Project be constructed in conjunction with the Council Project to minimize community impacts.

4. The City is not staffed or equipped to construct the City Project during the 2026-2027 construction seasons.

5. Therefore, the City desires to have the Council construct the City Project contemporaneously with the Council Project.

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT

I.
Purpose of Agreement

1. This Agreement describes the responsibilities of each of the Parties for design and construction of the City Project.

2. The City appoints the Council as its agent to obtain bids, enter into a contract for the construction of the work, and supervise the work performed on the City Project for compliance with the City Project construction documents and this Agreement.

3. The scope of the City Project is: Rehabilitate with cured-in-place pipe 178 linear feet of 24-inch sanitary pipe, 148 linear feet of 21-inch sanitary pipe, 106 linear feet of 18-inch sanitary pipe, and 58 linear feet of 8-inch sanitary pipe. Additionally,

clean and televise 2,425 linear feet of sanitary sewer pipe, and 949 square yards of full depth reclamation and paving.

4. The scope of the Combined Project, which will be split 50:50 is: reclaim and pave 2,971 square yards of Lions Coon Creek Park's south parking lot.

5. The locations of the City Project and Combined Project are shown on Exhibits A.1-A.9, to this Agreement.

6. The locations of planned Tree Removals are shown on Exhibits B.1 and B.2 to this Agreement.

II.
Construction Documents

The Council will prepare the necessary detailed construction documents for the City and Combined Project ("City and Combined Project Construction Documents"). The City and Combined Project Construction Documents will contain plans and specifications and a schedule for construction of the City Project and Combined Project suitable for use by proposed contractors in the preparation of their bids. The Council or its agents have prepared a construction cost estimate for the City's portion of the City Project and Combined Project costs, attached as Exhibit C.

III.
Easements and Permits

1. The City gives the Council the right to enter onto City property, permanent easements and rights-of-way for construction of the City Project and Council Project for the purpose of the Council fulfilling this Agreement until October 16, 2027. The City will agree to extend the date if necessary to ensure Combined Project completion, and if applicable contractual liquidated damages will be used to reduce the City's Project contribution. Liquidated Damages applicable to the Combined Project will be $500 per day.

2. The Council will acquire all permanent and temporary permits, easements and property interests necessary in the Council's name for the City Project and Combined Project. The Council is not acquiring any property on the City's behalf.

3. As of the date of this Agreement, no additional property acquisition is required for construction and installation of the City Project. The City is responsible for any land acquisitions outside of the Council Project boundaries.

4. The Council is responsible for getting all other permits associated with construction of the City and Combined Project.

IV.
Procedure for Acceptance of Bids

1. **Bidding Procedure**. The Council will advertise for bids for the work and construction of the City Project and Combined Project, receive and open bids and may, enter into a construction contract with the successful bidder in accordance with applicable law.

After opening the bids, the Council will give the City a written tabulation of the bids with the Council's recommendation for selection of the lowest responsible bidder.

2. **Council decision not to award Council Project.** If the Council decides not to award the Council Project, this contract terminates without further liability between the Parties.

V.
Construction and Contract Administration

1. The Council will include in the construction contract for the Combined Project, the City Project Construction Documents, and require that the contractor construct the City Project according to these Documents. At least 14 days before the contractor begins work on the City Project, the Council will give written notice to the City that the contractor will begin construction by sending notice to:

Mark Hansen
City Engineer
City of Coon Rapids
11155 Robinson Drive
Coon Rapids, MN 55433
MHansen@coonrapidsmn.gov

with a copy to:
Tim Himmer
Public Works Director
THimmer@coonrapidsmn.gov

2. The Council will perform and direct all construction supervision, contract administration and inspections required to complete the Combined Project. The Council will not interrupt the City's sewer or water service during the construction of the City Project without the written consent of the City.

3. The City's authorized representative **Mark Hansen**, or their designee identified to the Council in writing may observe the work during the construction of the City Project, but the City's authorized representative is not responsible for supervising the City Project. When observing the work, the City's authorized representative will cooperate with the Council's Engineer or designated representative. The City's authorized representative will be available to the Council at all times during construction of the City Project. The City will designate an authorized representative with the authority and experience to make decisions concerning the construction of the City Project so as not to delay construction of the Council Project or the Combined Project.

4. If after installation, the City determines that any portion of the City Project was not constructed substantially in accordance with the City Project Construction Documents, the City's authorized representative will inform the Council of the deficiency within seven days. The

City's notice to the Council will also explain why the portion of the City Project does not conform to the City Project Construction Documents and the actions the City believes the contractor must take to correct the deficiency. The Council will require the contractor to make the corrections to meet the requirements of the City Project Construction Documents.

5. The City's authorized representative will participate in the inspection of the City Project for substantial completion. Within seven days of any substantial completion inspection, the City will provide the Council the punch list items that need to be addressed before final completion of the City Project. If the City does not provide punch list items within seven days, the contractor's work will be deemed accepted.

6. The Council will inform the City in writing of final completion of construction (including the punch list items) of the City Project. Within seven days of receiving the Council's written notice, the City will inform the Council in writing whether the City Project conforms to the City Project Construction Documents. The City makes the final decision on whether the contractor's City Project work conforms to the City Construction Documents. To accept the work on the City Project, the City must provide the Council a letter from the City's Public Works Director.

7. The City will participate in the claims process on the Combined Project for the following types of contractor claims:

(a) Project delays relating in any way to site conditions; and

(b) City requests for changes or modifications to any construction documents (City Project, Council Project, or Combined Project).

(c) Project delays caused by untimely response to the inspection requirements in Article V.

The City will pay the portion of any claim that relates to the acts of the City.

VI.
Modifications to Construction Documents

1. The Council may make minor changes in the City Project Construction Documents and the Combined Project Construction Documents if the changes are necessary to complete construction. The Council may also enter into any change orders or supplemental agreements with the contractor on the Combined Project to incorporate these changes in the City Project or Combined Project Construction documents. These changes may result in a change to the City's cost participation described in Section VII.

2. The Council will give the City's Authorized Representative all proposed amendments and material changes to the City Project Construction Documents. The City will review the documents and communicate in writing its acceptance or rejection to the Council within

seven days. The Council will not amend or change the City Project Construction Documents until it receives the City's written acceptance.

3. The City may make changes to the City Project if all the following occur:

(a) The City gives the Council seven days written notice;
(b) The City bears the costs of all changes; and
(c) The change does not increase the cost or delay completion of the Council Project.

VII.
Cost Participation and Payment

1. The City will reimburse the Council for the costs shown in Exhibit C as specified in this Section VII. The City will reimburse the Council for the actual cost of construction for the City Project, actual costs of construction for portions of the Combined Project as identified in Exhibit C, plus seven percent. The additional seven percent is for the following:

(a) surveying, inspection, and testing for the City Project;
(b) other costs associated with the City or Combined Project including contract administration, and other administrative expenses associated with the City or Combined Project.

2. The Council, at its sole expense will acquire in its name all permanent and temporary permits, easements, and property interests necessary for the Combined Project.

3. The parties further agree that the City Project costs are an estimate. The final City Project construction costs will be based on the unit prices in the Council's construction contract, the final quantities, and any amendments or change orders.

4. After the Council awards the Combined Project Construction Contract, the Council will prepare a revised Exhibit C and give it to the City. The revised Exhibit C will update the City Project costs for construction and administration based on the actual design costs and contract unit prices. The parties will substitute the revised Exhibit C for the Exhibit C attached to this Agreement without any amendment to this Agreement.

5. The Council will pay its contractor for the contractor's work on the City Project. The City will then pay the Council under this section. After substantial completion of the work, the Council will submit an invoice to the City. The City will pay the Council within 30 days after it receives the invoice. If the City disputes any portion of an invoice, it will give the Council notice of the dispute within 14 days after the City receives the invoice. If the City disputes any portion of an invoice, the City will pay the undisputed portion of the invoice within 30 days after receipt of the invoice, and it will pay the remainder of any amount due within 30 days after the dispute is resolved.

6. When the work on the Combined Project is substantially complete, the Council will give the City an updated cost participation breakdown. This cost participation breakdown will show actual construction costs based on the contract unit prices and the units of work the contractor performed. The updated cost participation breakdown will also contain the updated administrative and other costs to be paid to the Council by City.

VIII.
Warranties/Maintenance

1. The City Project bonds and warranties will be issued in the name of the Council. Once construction of the City Project is complete and the City accepts the City Project, the City Project will be under the full control of the City and all bonds, warranties and guarantees provided by the sureties, construction contractors and subcontractors for the City Project are the property of City. The Contractor shall meet all warranty conditions as specified within the City specifications for all work on the City Project. If a surety prohibits assignment, then the Council will require the contractor to ensure that the affected bond or warranty applies both to the Council and the City.

2. After acceptance of the City Project by the City the City is responsible for operation and maintenance of the City Project.

IX.
Liability

1. To the extent authorized by law each party is responsible only for its own acts and the results of its acts. The City's and Council's liability is governed by the provisions of Minnesota Statutes, Chapter 466.

2. The City and Council each warrant that they have an insurance or self-insurance program with minimum coverage consistent with the liability limits in Minnesota Statutes, Chapter 466. Nothing in this Agreement is a waiver or limitation of any immunity or limitation of liability by the City or Council.

3. The Council will ensure that the City Project and Combined Project construction contract includes clauses that:

(a) require the City and Combined Project contractor to defend, indemnify, and hold harmless the City, its officers, agents and employees from claims, suits, demands, damages, judgments, costs, interest, expenses (including reasonable attorney's fees, witness fees and disbursements) arising out of or by reason of the acts or omissions of the Contractor, its officers, employees, agents or subcontractors;
(b) require the City and Combined Project contractor to provide and maintain insurance and name the City as additional insured; and
(c) require the City and Combined Project contractor to be an independent contractor for the purposes of completing the work on the City and Combined Project.

X.
General Provisions

1. All records kept by the City and Council with respect to the Council Project are subject to examination by representatives of each party. All data collected, created, received, maintained, or disseminated for any purpose by the City and Council under this Agreement are governed by Minnesota Statutes, Chapter 13("Act"), and the Minnesota Rules implementing the Act.

2. The City agrees to comply with all laws applicable to the City relating to nondiscrimination, affirmative action, public purchases, contracting, employment, workers' compensation, and surety deposits required for construction contracts. Minnesota Statutes, Section 181.59 and any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of the City is considered a part of this Agreement.

3. The employees of the parties, and all other persons engaged by each party will not be considered employees of the other party. Each party is solely responsible for all claims arising from its employees including claims under the Worker's Compensation Act, the Minnesota Economic Security Law and all third-party claim resulting from an act or omission of an employee.

4. If hazardous wastes, pollutants, or contaminants as those terms are defined in law exist on the Combined Project site, the City is responsible for any response or remedial action, monitoring or reporting under the law; provided however the Council is responsible for such action under this paragraph to the extent that such hazardous wastes, pollutants, and contaminants were caused by the Council or its infrastructure. The City will apply for and have the Council named as a beneficiary in any no association letters, no action/no further action letters and other environmental regulatory assurances for the site. The City will give the Council copies of any Phase I and Phase II environmental investigations, approved Response Action Plans, and environmental assurance letters naming the Council as a beneficiary. Nothing in this paragraph requires that the City accept responsibility for any environmental conditions that are not the City's legal responsibility. This paragraph survives the termination of this Agreement.

5. The City's authorized representative will manage this Agreement for the City and act as a liaison between the City and Council.

6. The Council's General Manager of Environmental Services will manage this Agreement for the Council and act as a liaison between the Council and the City.

7. This Agreement is the entire agreement between the parties and supersedes all oral agreements and negotiations between the parties relating to this Agreement. All exhibits and attachments to this Agreement are incorporated into the Agreement. If there is a conflict between the terms of this Agreement and any of the exhibits the Agreement governs.

8. The provisions of this Agreement are severable. If a court finds any part of this Agreement void, invalid, or unenforceable, it will not affect the validity and enforceability of the

remainder of this Agreement. A waiver by a party of any part of this Agreement is not a waiver of any other part of the Agreement or of a future breach of the Agreement.

9. Any modifications to this Agreement will be in writing as a formal amendment.

10. This Agreement is binding upon and for the benefit of the parties and their successors and assigns. This Agreement is not intended to benefit any third-party.

11. Except as otherwise provided for in this Agreement, the Agreement may be terminated by the mutual agreement of the parties.

12. If a force majeure event occurs, neither party is responsible for a failure to perform or a delay in performance due to the force majeure event. A force majeure event is an event beyond a party's reasonable control, such as unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

13. Under Minnesota Statutes, Section 16C.05, subdivision 5, the parties agree that the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by either party and the state auditor or legislative auditor, as appropriate, for at least six years from the end of this Agreement.

14. A party will send all notices or demands under this Agreement either by:

(a) certified mail;
(b) e-mail, if the recipient acknowledges receipt by e-mail or otherwise in writing; or
(c) delivered in person to the other party addressed to the following authorized representatives:

General Manager
Metropolitan Council Environmental Services
390 Robert Street North
St. Paul, MN 55101-1805

City Manager City of Coon Rapids
11155 Robinson Drive
Coon Rapids, MN 55433

15. The parties will use a dispute resolution process for any unresolved dispute between the parties before exercising any legal remedies. The dispute resolution process is a three-level dispute resolution ladder that escalates a dispute from the project management level through the executive management level. At each level of the dispute resolution process, the parties' representatives will meet and explore resolution until either party determines that effective resolution is not possible at the current level and notifies the other party that the process is elevated to the next level. The parties designate the following dispute resolution representatives:

	City Representative	Council Representative

Level 1	City Engineer	Assistant Manager, Interceptor Engineering
Level 2	Public Works Director	Manager, Interceptor Engineering
Level 3	City Manager	Assistant General Manager, Environmental Services

The parties will complete the dispute resolution process in good faith before resorting to any other legal process or remedy.

16. This Agreement will be effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this Agreement on the date stated below that party's signature.

METROPOLITAN COUNCIL,
A public corporation and political subdivision
of the State of Minnesota

By: _____

Date: _____

CITY OF COON RAPIDS
A municipal corporation of the
State of Minnesota

By: _____
Jerry Koch, Mayor

Date: _____

and _____
Matt Stemwedel, City Manager

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
David Brodie, City Attorney

Date: _____

LIST OF EXHIBITS

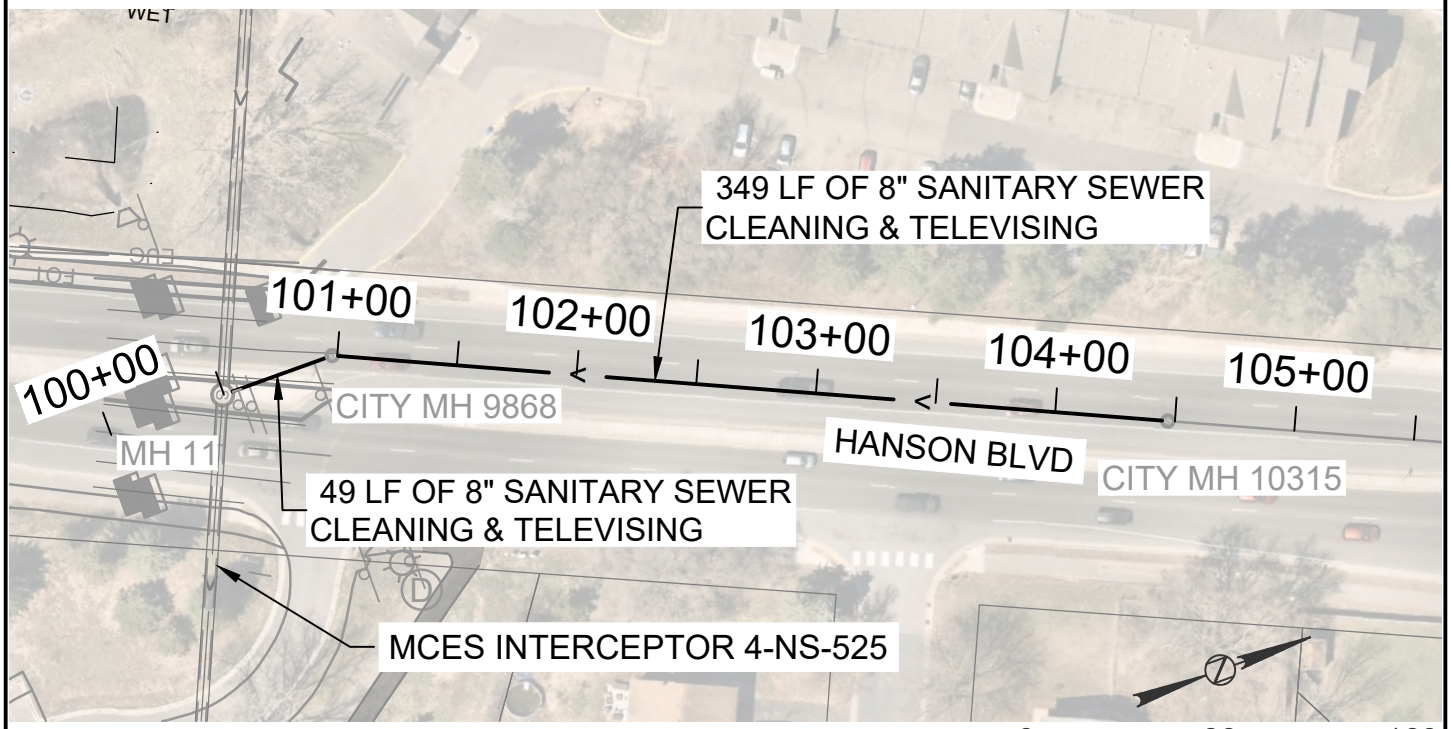
Exhibits A.1-A.9	Project Location
Exhibits B.1-B.2	Map of Park Tree Removals
Exhibit C	City Cost Participation Estimates

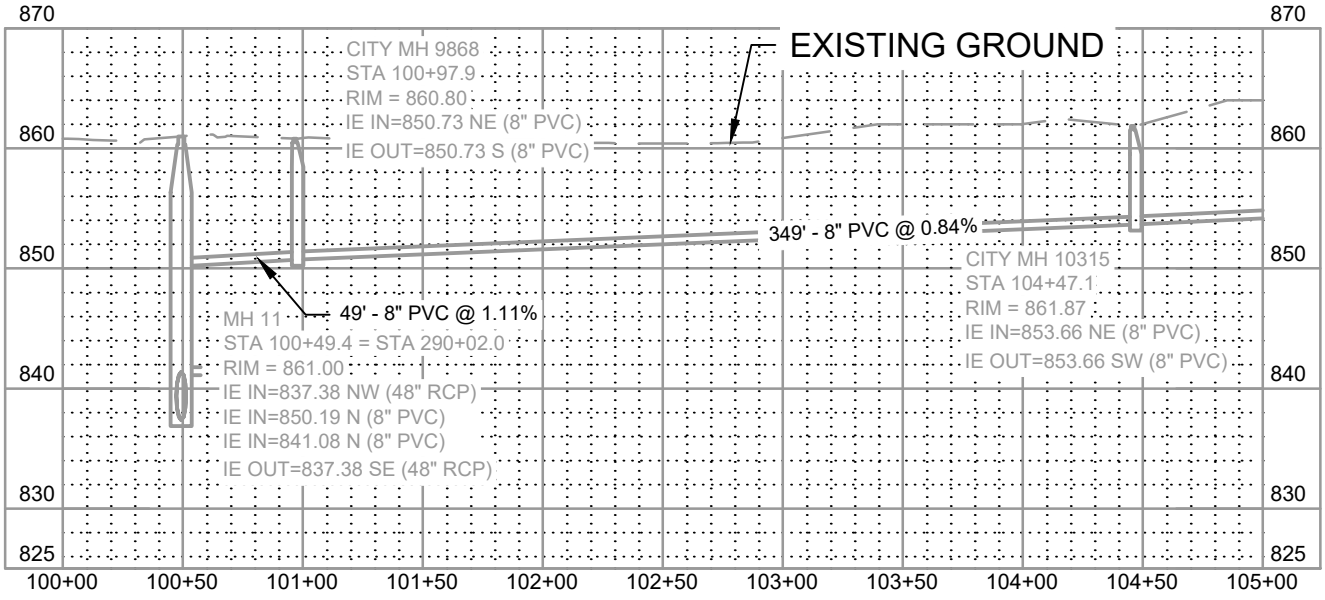
Exhibits A.1 – A.9
Project Location

(See next pages. The remainder of this page is left intentionally blank.)

FILE NAME: EXHIBIT A (10-15-25)

PLOTTED: 11/6/2025 6:45:05 AM MODIFIED: 11/6/2025 6:28:12 AM

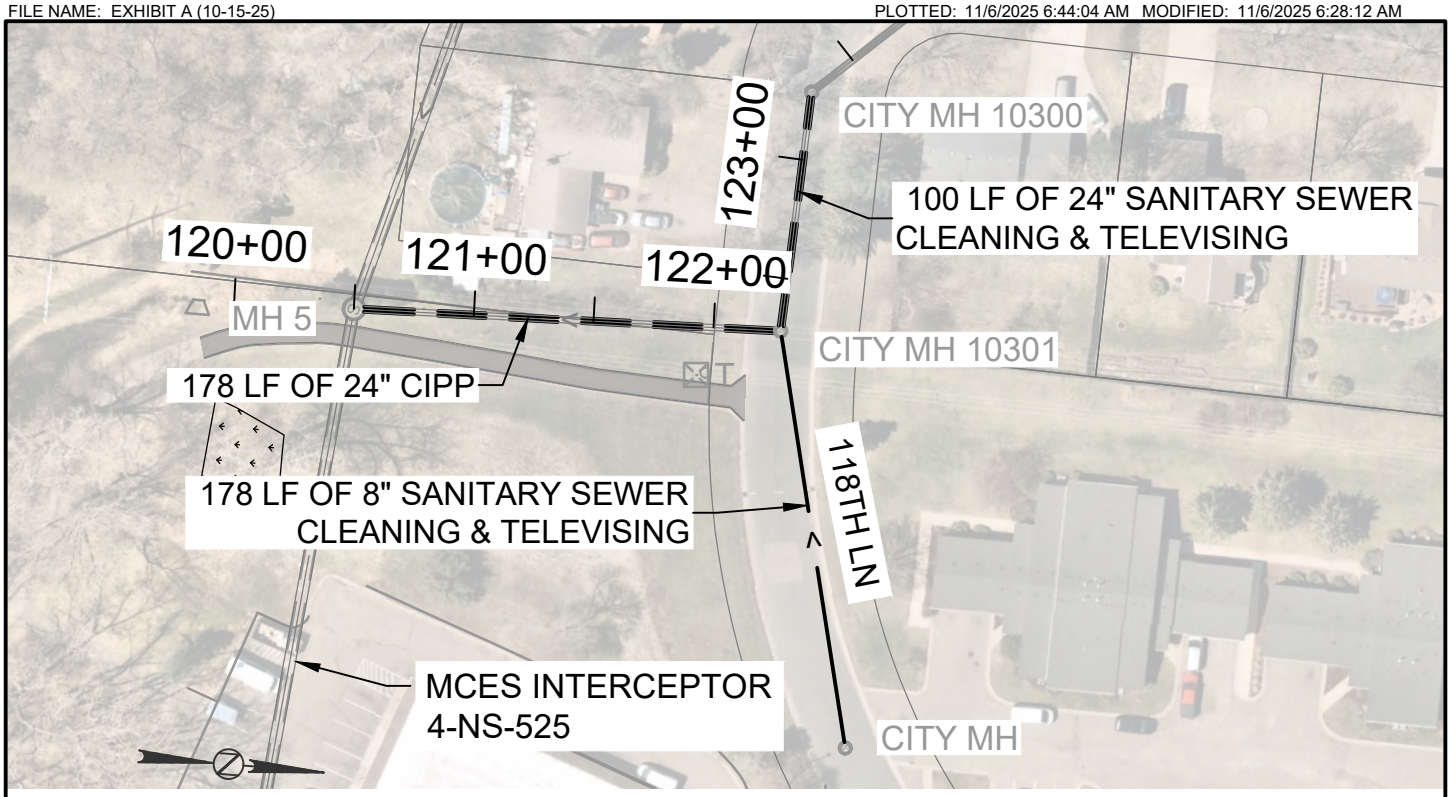




DESIGNED KSE	Foth	4-NS-525 PHASE 2 REHABILITATION	PROJECT 808609
DRAWN NCR		CITY SEWER CLEANING & TELEVISING	CONTRACT 25P278
DATE 11/06/25	METROPOLITAN COUNCIL	CITY MH 10315 TO MCES MH 11	A.1
		COON RAPIDS MINNESOTA	OF

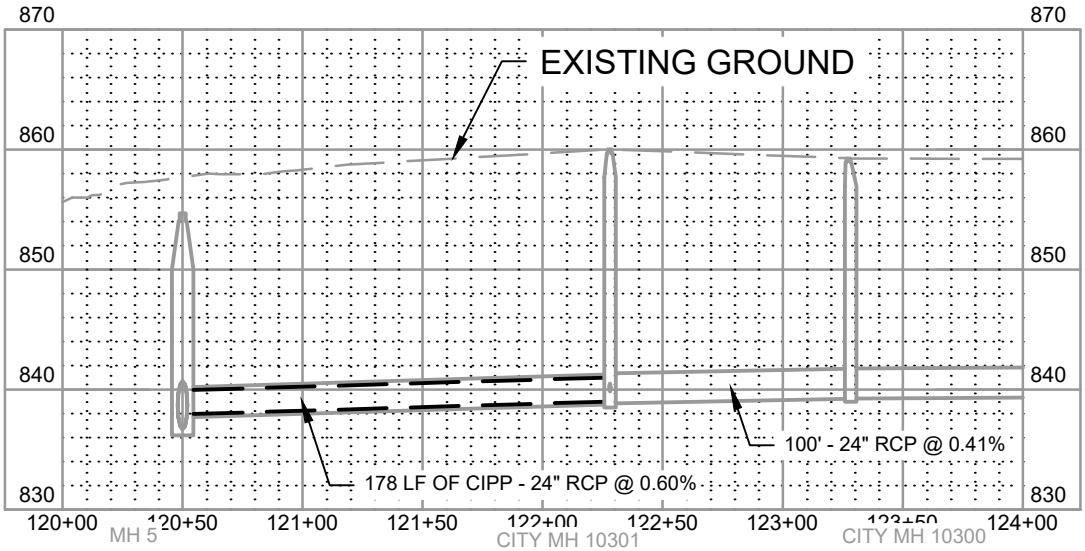
FILE NAME: EXHIBIT A (10-15-25)

PLOTTED: 11/6/2025 6:44:04 AM MODIFIED: 11/6/2025 6:28:12 AM



0 80 160

SCALE



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STA 120+50.0
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IE IN=837.95 N (24" RCP)
IE OUT=836.70 E (48" RCP)

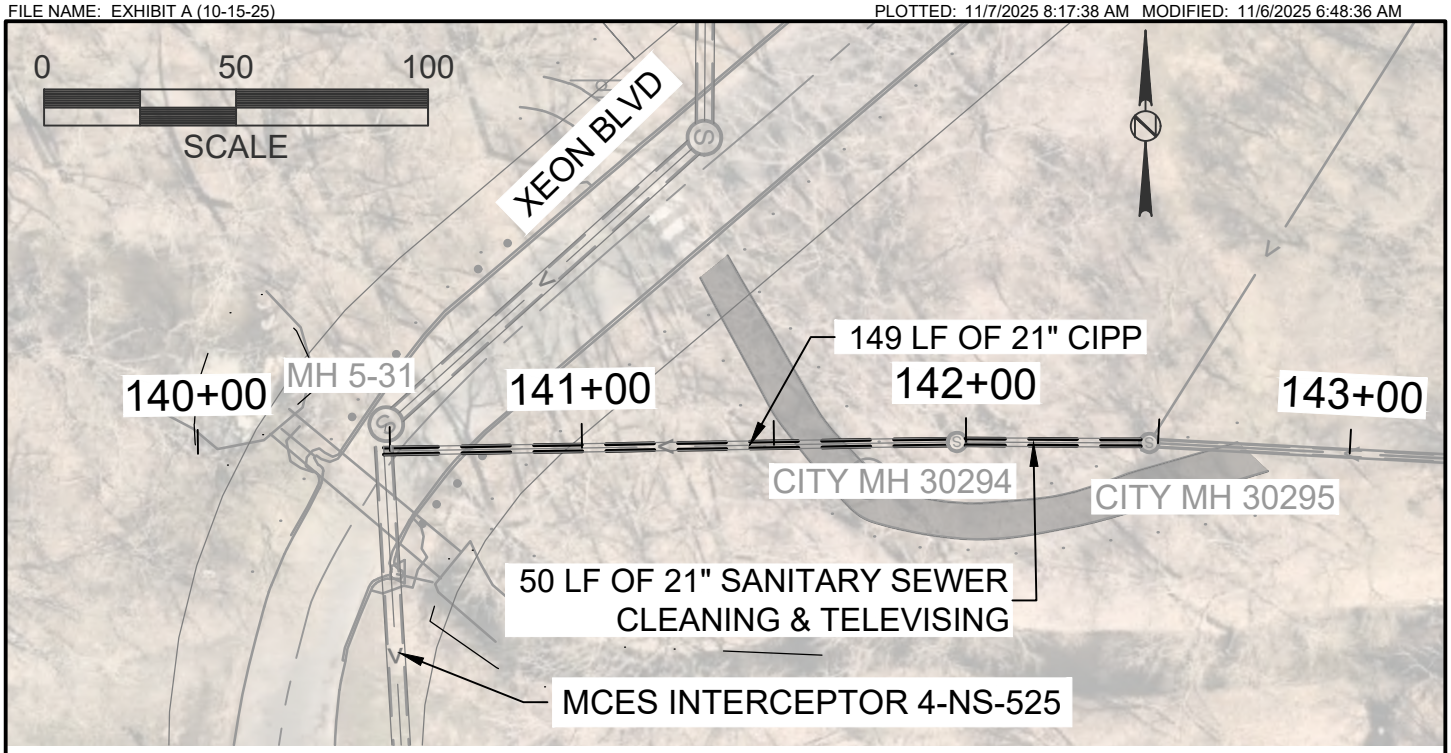
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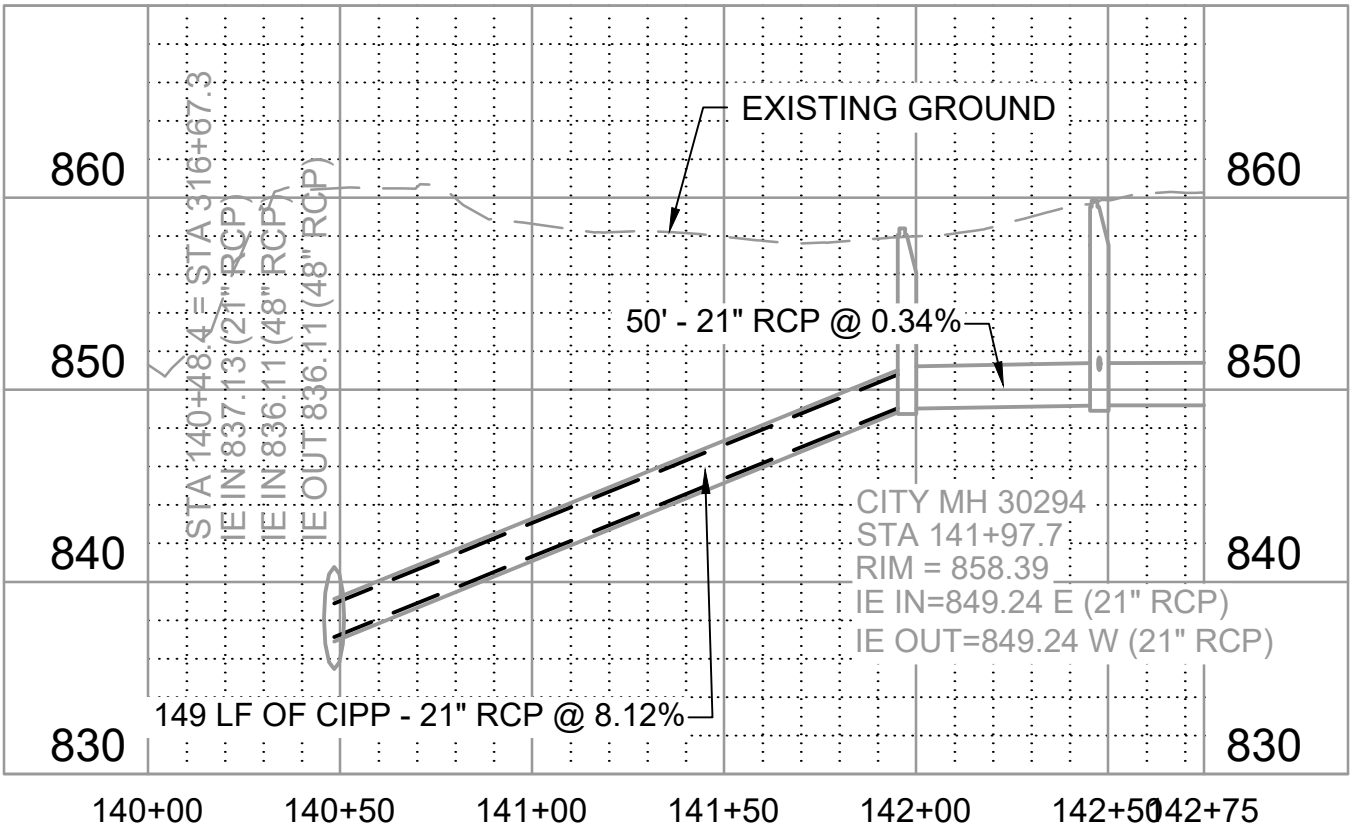
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DESIGNED KSE	Foth / METROPOLITAN COUNCIL	4-NS-525 PHASE 2 REHABILITATION	PROJECT 808609
DRAWN NCR		CIPP CITY SEWER	CONTRACT 25P278
DATE 11/06/25		CITY MH 10301 TO MCES MH 5	A.2
		COON RAPIDS MINNESOTA	OF

FILE NAME: EXHIBIT A (10-15-25)

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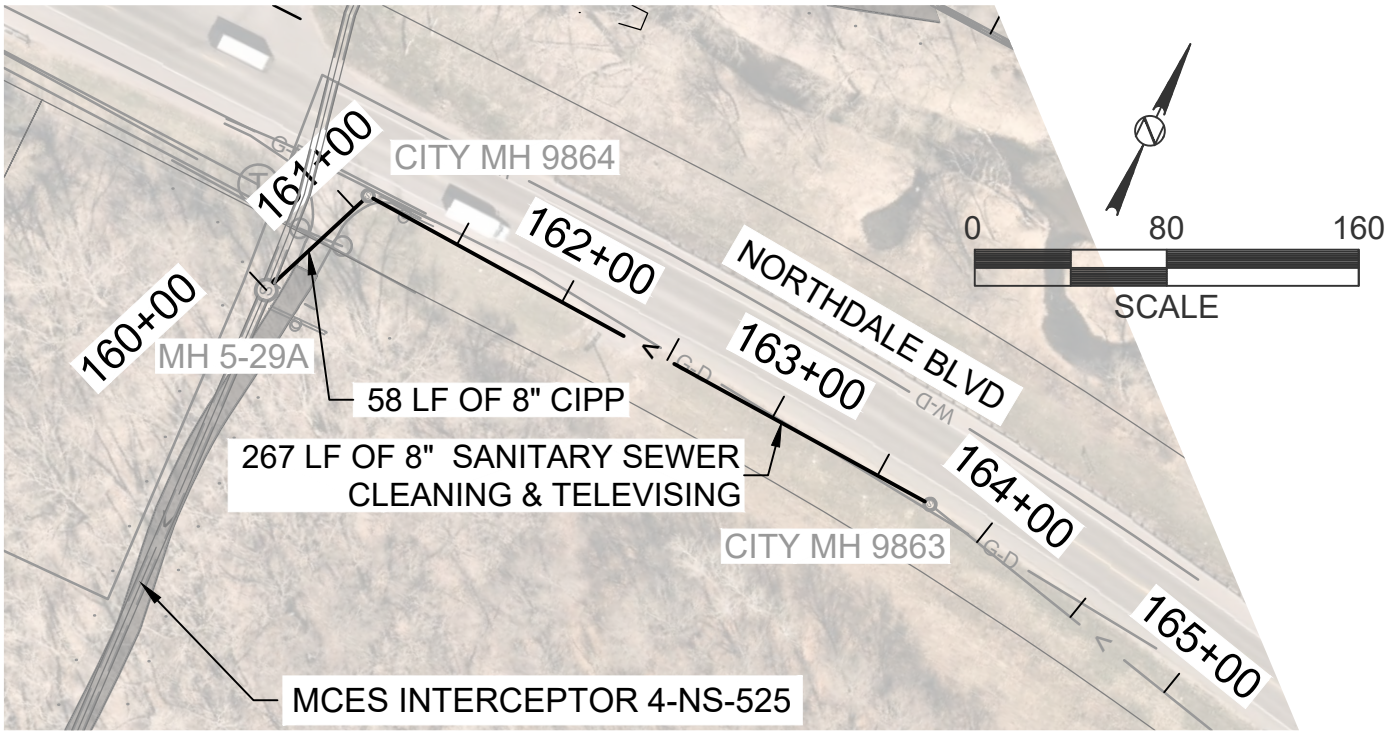


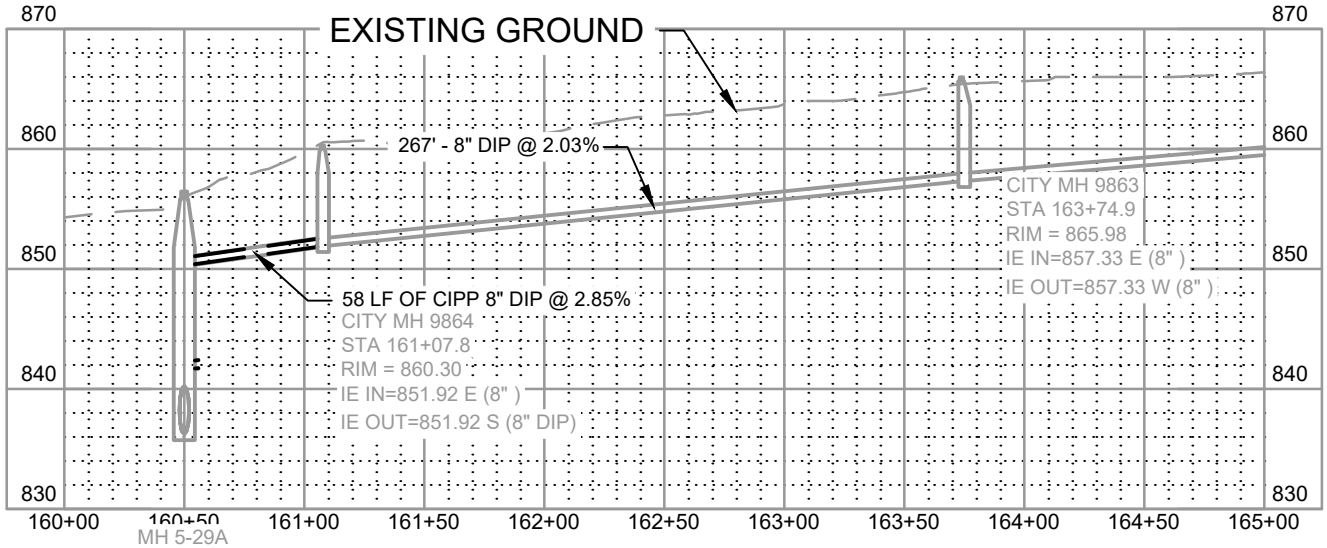


DESIGNED KSE	Foth / METROPOLITAN COUNCIL	4-NS-525 PHASE 2 REHABILITATION	PROJECT 808609
DRAWN NCR		CIPP CITY SEWER	CONTRACT 25P278
DATE 11/06/25		CITY MH 30294 TO STA 316+67.3	A.3
		COON RAPIDS MINNESOTA	OF

FILE NAME: EXHIBIT A (10-15-25)

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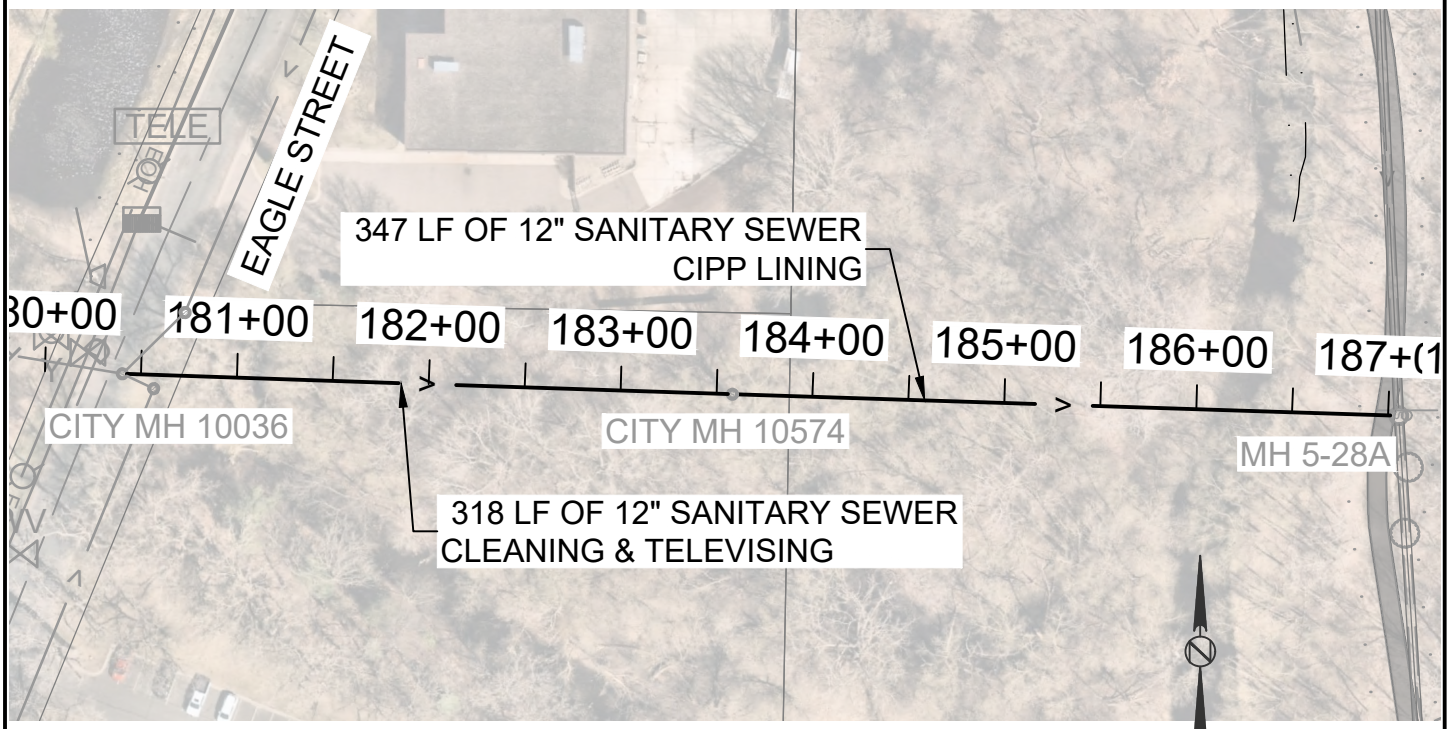


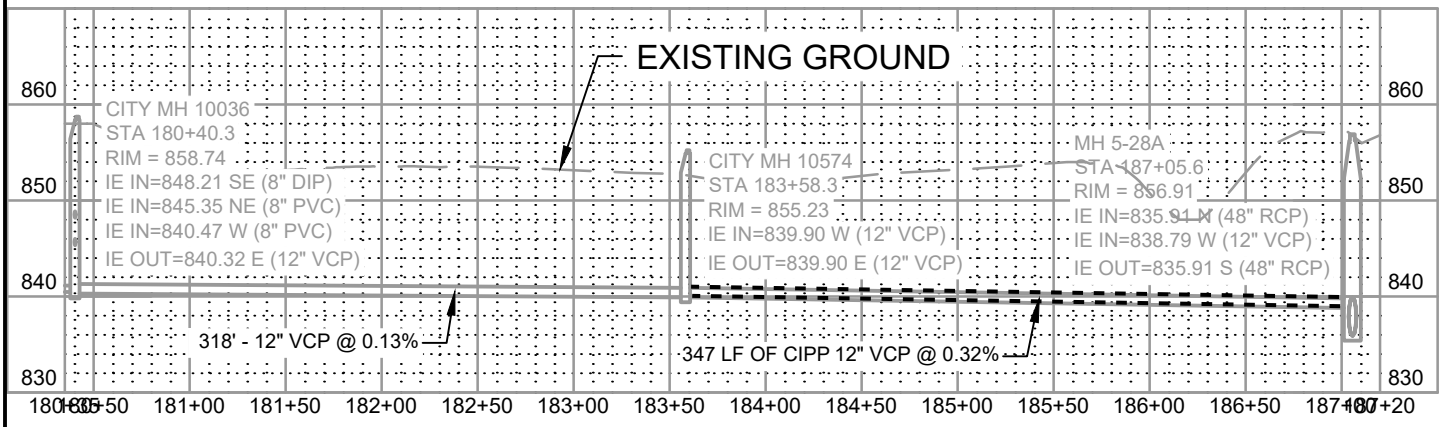
MH 5-29A
STA 160+49.9
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DESIGNED KSE DRAWN NCR DATE 11/06/25	Foth METROPOLITAN COUNCIL	4-NS-525 PHASE 2 REHABILITATION CIPP CITY SEWER CITY MH 9864 TO MCES MH 5-29A COON RAPIDS MINNESOTA	PROJECT 808609 CONTRACT 25P278 A.4 OF

FILE NAME: EXHIBIT A (10-15-25)

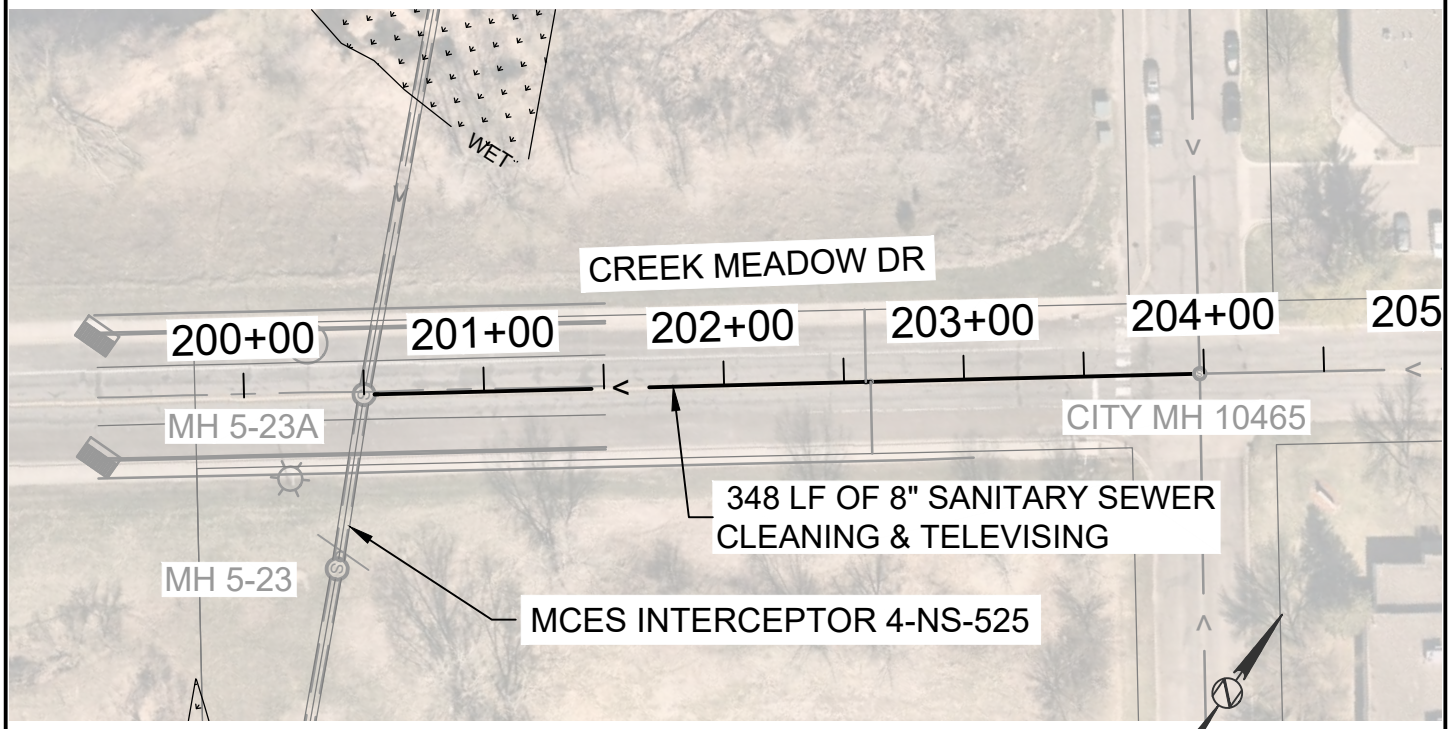
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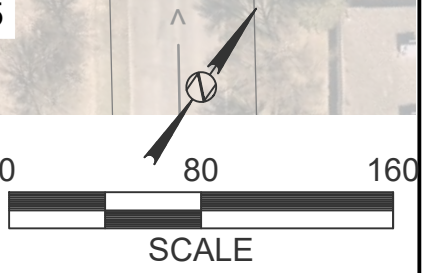


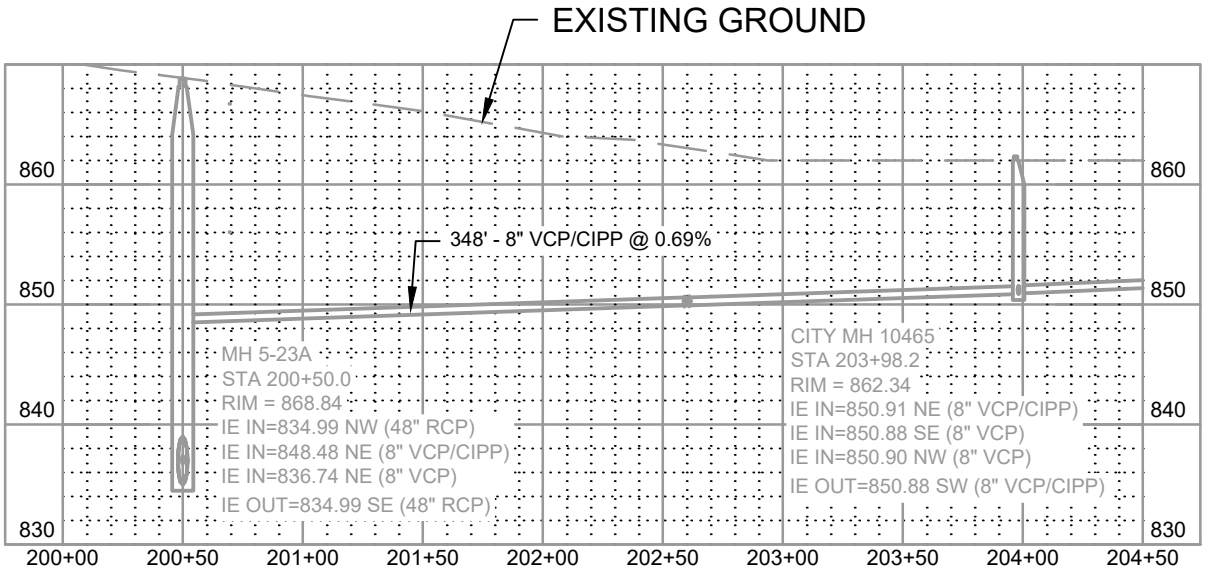


DESIGNED KSE DRAWN NCR DATE 11/06/25	Foth METROPOLITAN COUNCIL	4-NS-525 PHASE 2 REHABILITATION CITY SEWER CLEANING & TELEVISING CITY MH 10036 TO CITY MH 10574 CIPP CITY SEWER CITY MH 10574 TO MCES MH 5-28A COON RAPIDS MINNESOTA	PROJECT 808609 CONTRACT 25P278 A.5 OF

FILE NAME: EXHIBIT A (10-15-25) PLOTTED: 11/6/2025 6:47:01 AM MODIFIED: 11/6/2025 6:28:12 AM



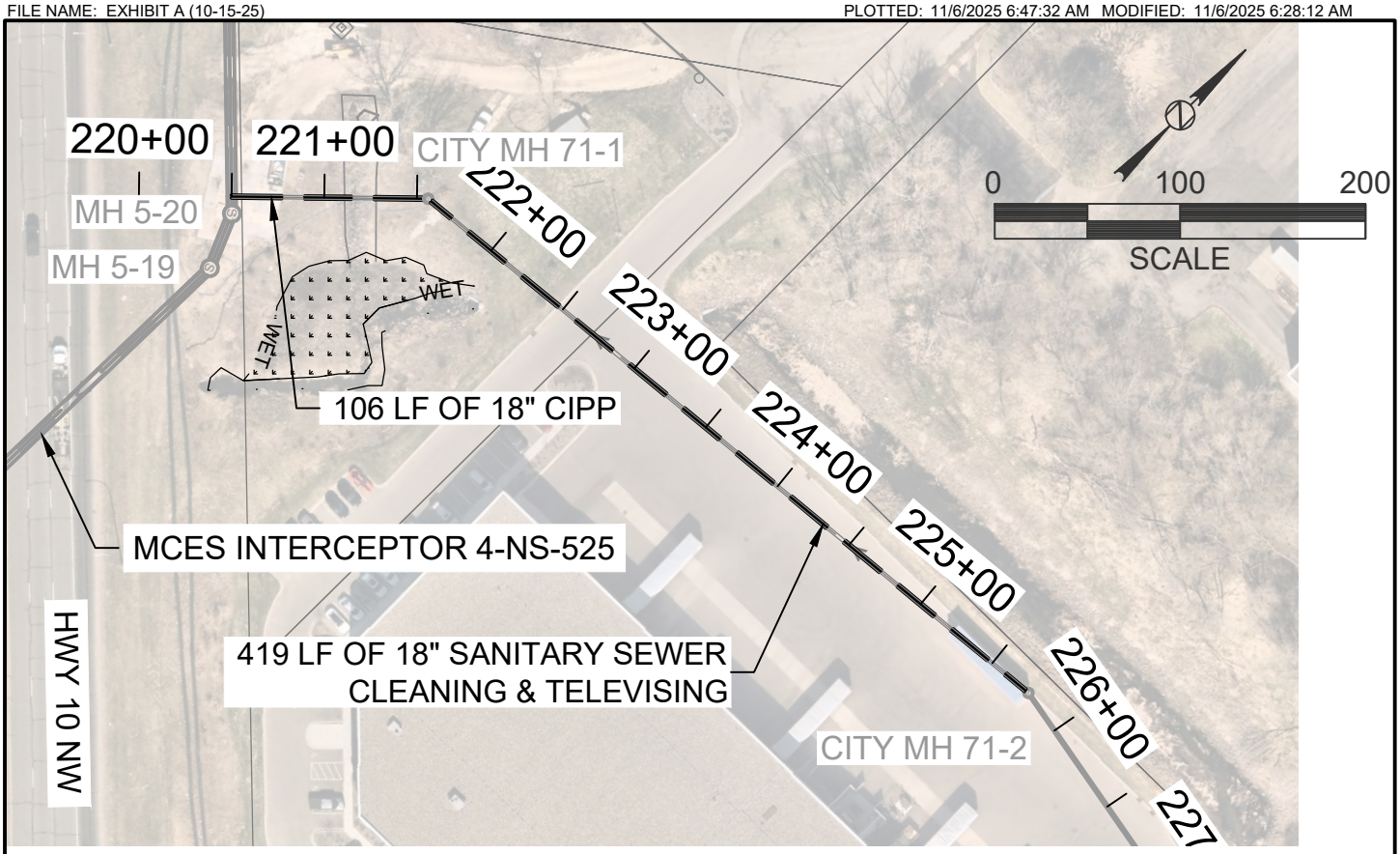


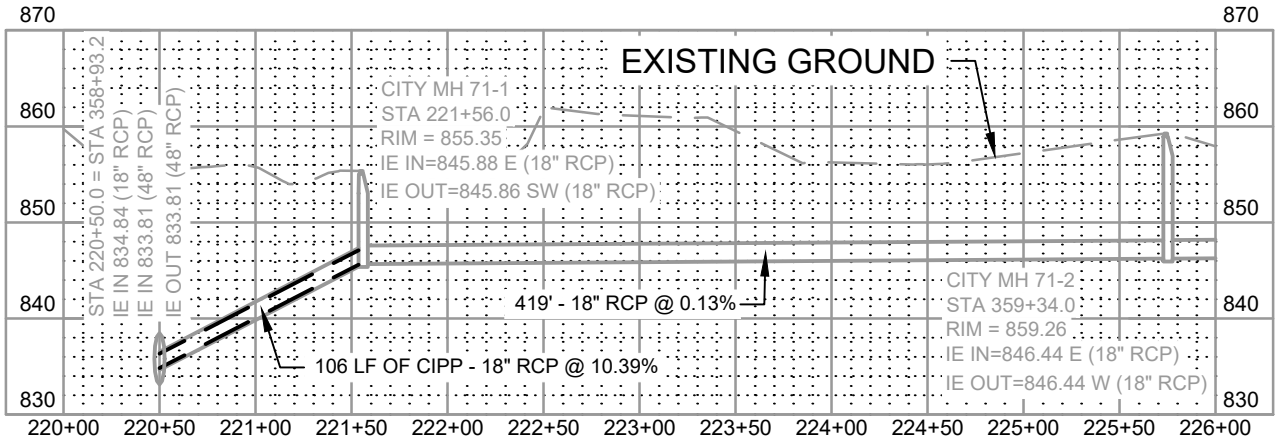


DESIGNED KSE	Foth	4-NS-525 PHASE 2 REHABILITATION	PROJECT 808609
DRAWN NCR		CITY SEWER CLEANING & TELEVISING	CONTRACT 25P278
DATE 11/06/25	METROPOLITAN COUNCIL	CITY MH 10465 TO MCES MH 5-23A	A.6
		COON RAPIDS MINNESOTA	OF

FILE NAME: EXHIBIT A (10-15-25)

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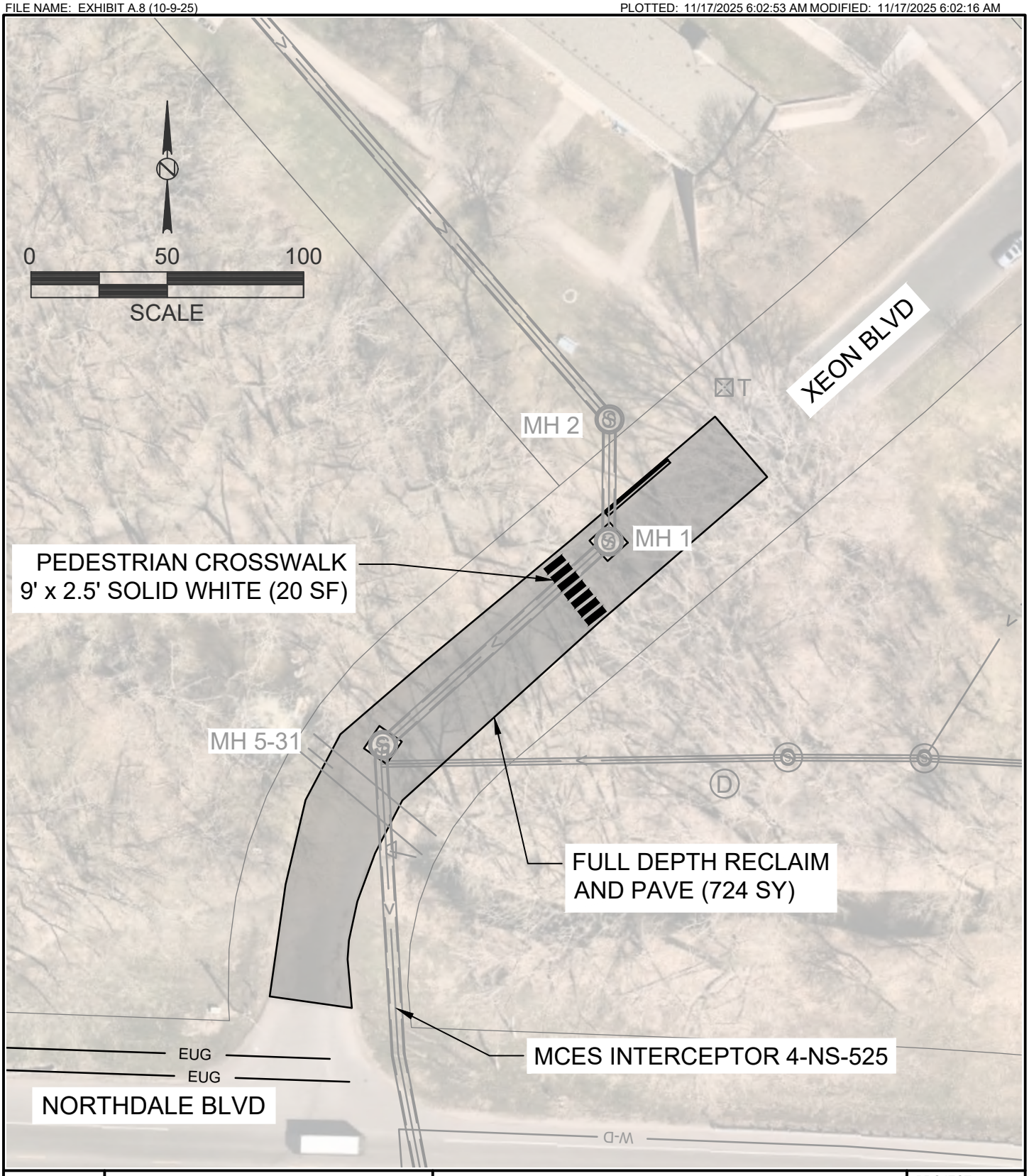




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DRAWN NCR		CIPP CITY SEWER	CONTRACT 25P278
DATE 11/06/25	METROPOLITAN COUNCIL	CITY MH 71-1 TO STA 358+93.2	A.7
		COON RAPIDS MINNESOTA	OF

FILE NAME: EXHIBIT A.8 (10-9-25)

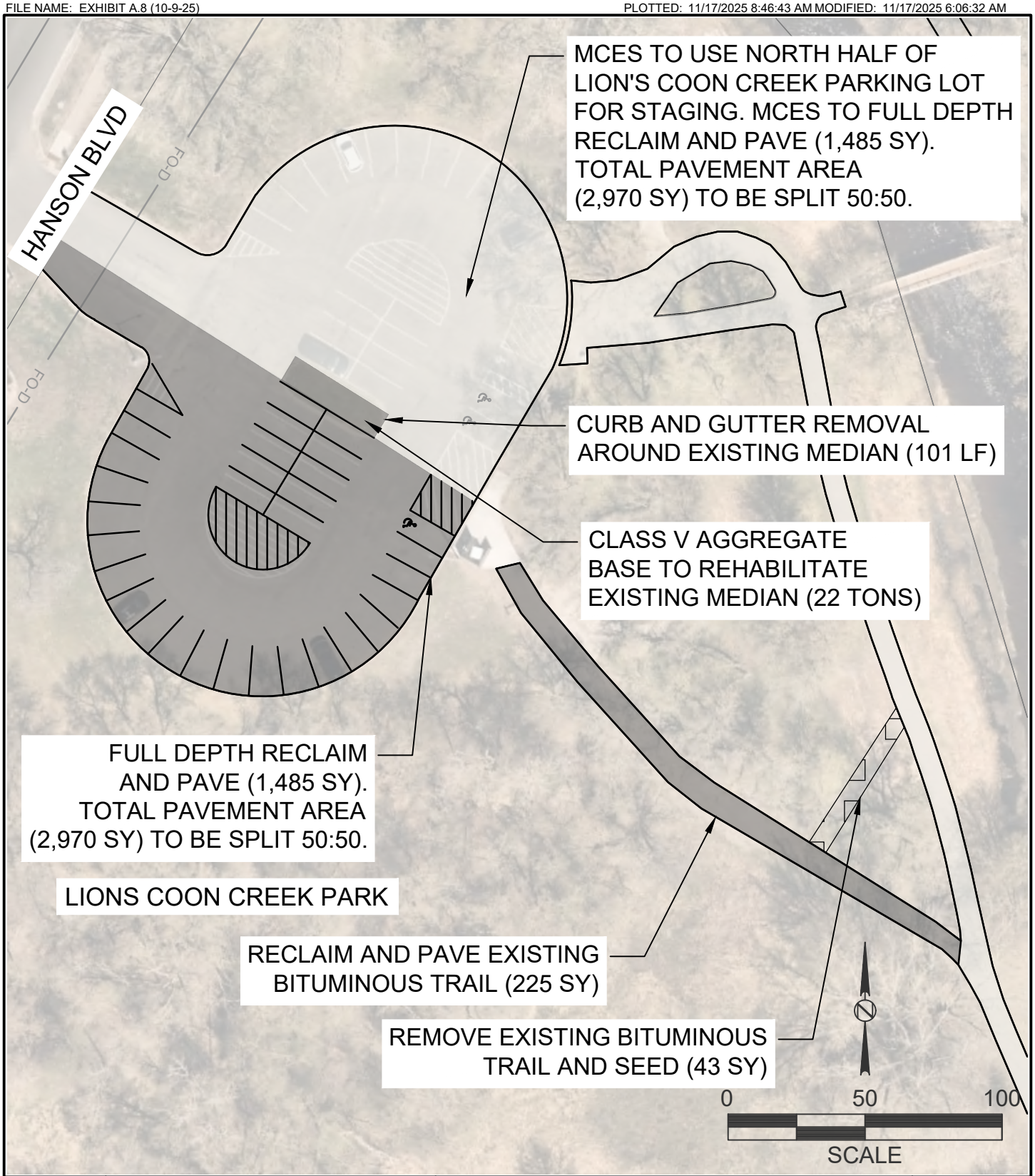
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DESIGNED KSE DRAWN NCR DATE 11/17/25	Foth METROPOLITAN COUNCIL	4-NS-525 PHASE 2 REHABILITATION XEON BLVD FULL DEPTH RECLAMATION COON RAPIDS MINNESOTA	PROJECT 808609 CONTRACT 25P278 A.8 OF

FILE NAME: EXHIBIT A.8 (10-9-25)

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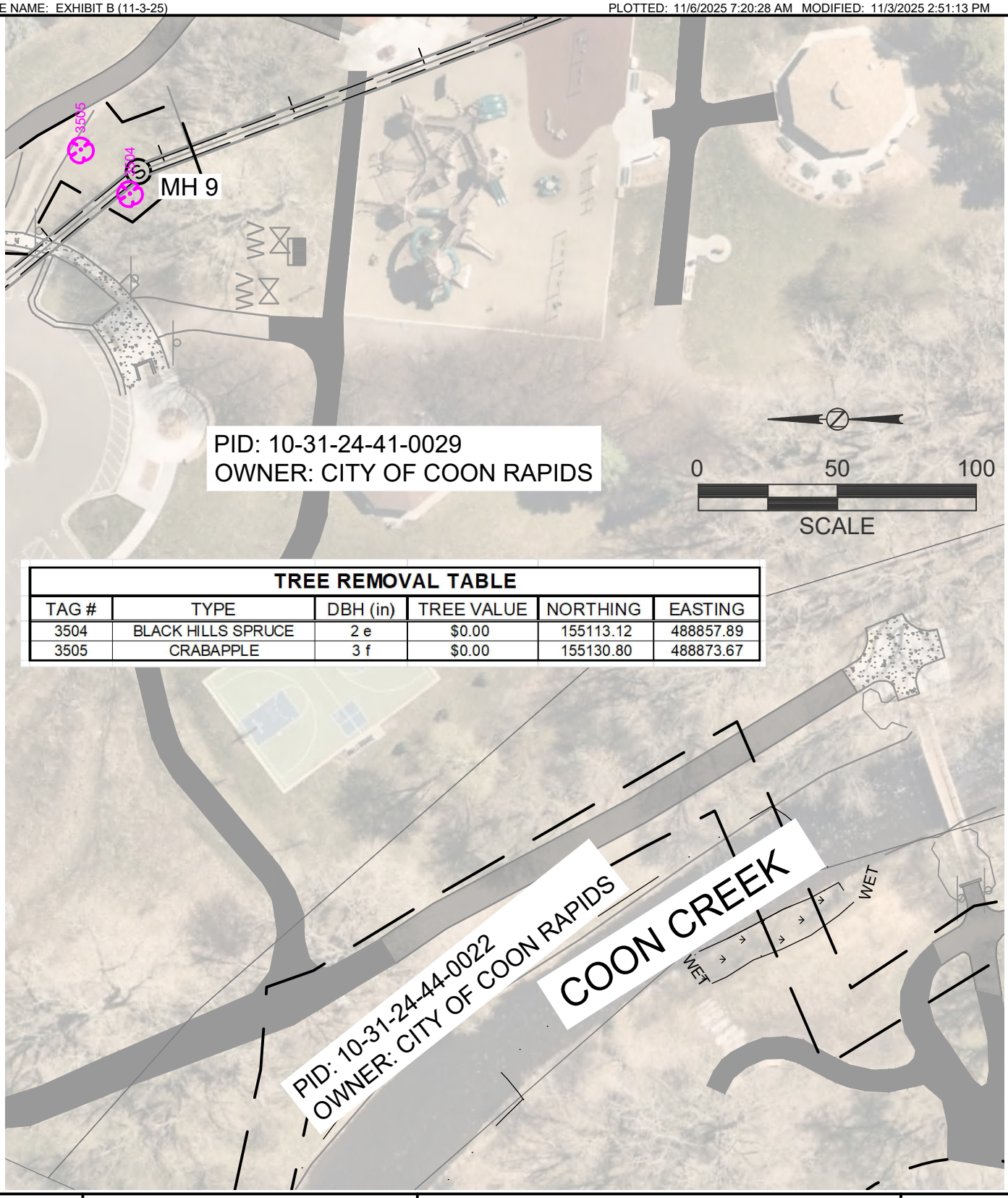
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DRAWN NCR	METROPOLITAN COUNCIL	LIONS COON CREEK PARK REHABILITATION	CONTRACT 25P278
DATE 11/17/25		COON RAPIDS MINNESOTA	A.9 OF

Exhibit B.1 – B.2
Map of Park Tree Removals

(See next pages. The remainder of this page is left intentionally blank.)

FILE NAME: EXHIBIT B (11-3-25)

PLOTTED: 11/6/2025 7:20:28 AM MODIFIED: 11/3/2025 2:51:13 PM



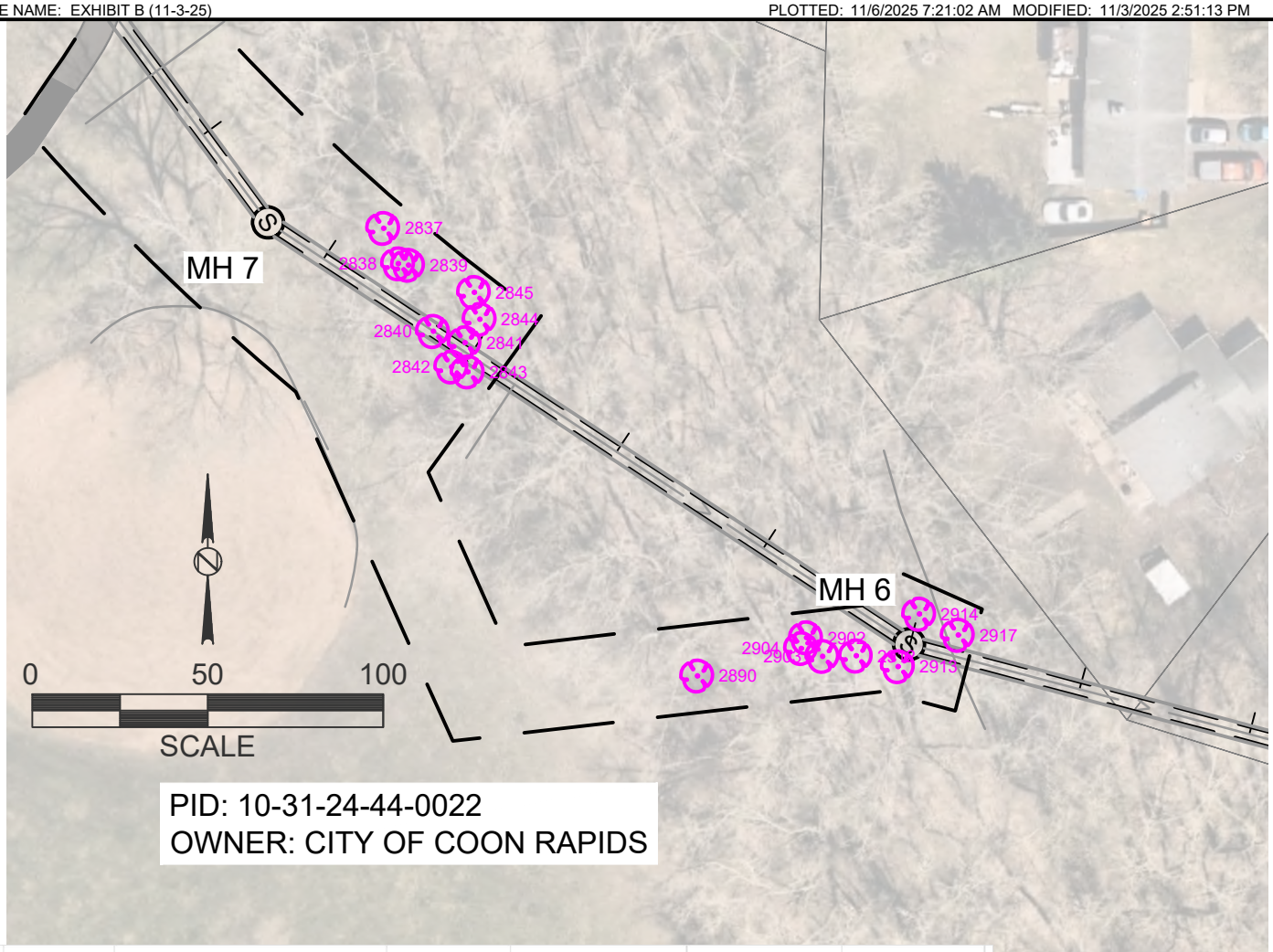
TREE REMOVAL TABLE

TAG #	TYPE	DBH (in)	TREE VALUE	NORTHING	EASTING
3504	BLACK HILLS SPRUCE	2 e	$0.00	155113.12	488857.89
3505	CRABAPPLE	3 f	$0.00	155130.80	488873.67

DESIGNED KSE	Foth / METROPOLITAN COUNCIL	4-NS-525 PHASE 2 REHABILITATION	PROJECT 808609
DRAWN NCR		COON RAPIDS TREE REMOVAL EXHIBIT	CONTRACT 25P278
DATE 11/06/25		EXHIBIT B.1	B.1
		COON RAPIDS MINNESOTA	OF

FILE NAME: EXHIBIT B (11-3-25)

PLOTTED: 11/6/2025 7:21:02 AM MODIFIED: 11/3/2025 2:51:13 PM



TREE REMOVAL TABLE

TAG #	TYPE	DBH (in)	TREE VALUE	NORTHING	EASTING
2837	BOX ELDER	11	$0.00	154584.39	489160.56
2838	BOX ELDER	8	$0.00	154574.26	489164.78
2839	COTTONWOOD	26	$0.00	154573.84	489167.64
2840	BOX ELDER	10	$0.00	154555.00	489174.71
2841	BOX ELDER	5	$0.00	154551.75	489183.73
2842	COTTONWOOD	24	$0.00	154544.85	489179.96
2843	COTTONWOOD	27	$0.00	154543.43	189184.61
2844	BOX ELDER	8	$0.00	154558.45	489188.01
2845	COTTONWOOD	25	$0.00	154566.11	489186.41
2890	SIBERIAN ELM	8	$134.17	154456.81	489250.00
2902	COTTONWOOD	15	$0.00	154467.68	489281.05
2903	COTTONWOOD	22	$0.00	154462.37	489285.69
2904	COTTONWOOD	10	$0.00	154464.65	489279.61
2912	BOX ELDER	7	$0.00	154462.51	489295.23
2913	BOX ELDER	5	$0.00	154459.47	489307.19
2914	COTTONWOOD	15	$0.00	154474.41	489313.23
2917	AMERICAN ELM	5	$0.00	154468.42	489324.28

DESIGNED KSE

DRAWN NCR

DATE 11/06/25

Foth

METROPOLITAN COUNCIL

4-NS-525 PHASE 2 REHABILITATION

COON RAPIDS TREE REMOVAL EXHIBIT

EXHIBIT B.2

COON RAPIDS MINNESOTA

PROJECT 808609

CONTRACT 25P278

B.2

OF

Exhibit C
City Cost Participation Estimates

(See next page. The remainder of this page is left intentionally blank.)

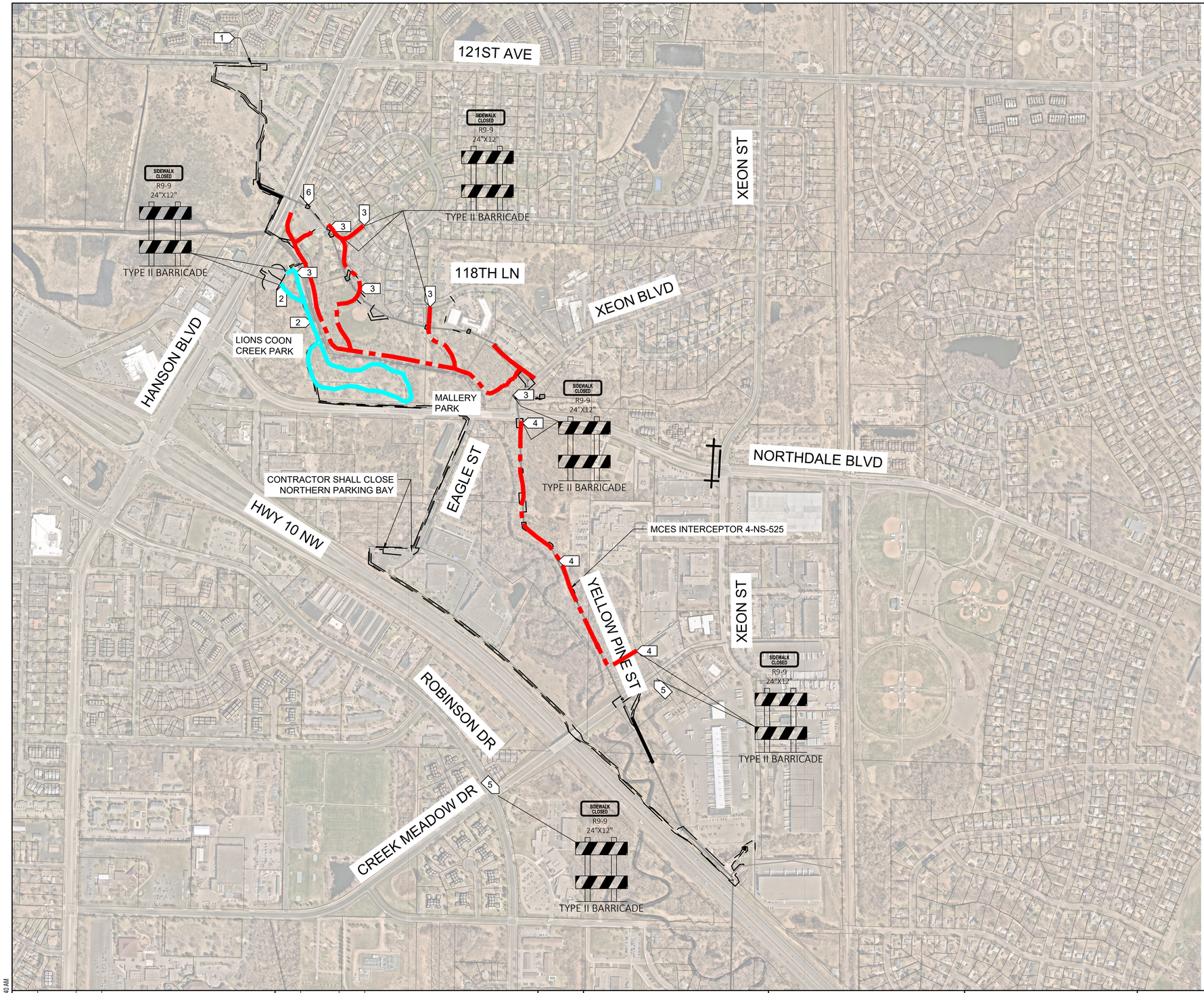
Exhibit C - City Cost Participation Estimate
Coon Rapids Interceptor 4-NS-525 Rehabilitation Phase 2
Met Council Environmental Services Project Number 808609

No.	Item	Unit	Est. Qty	Est. Unit Price*	Est. Extended Amount	As-built Qty**	As-Built Extended Amount
1	Remove Bituminous Pavement	SY	43	$6.00	$258.00		
2	Remove Concrete Curb & Gutter	LF	101	$20.00	$2,020.00		
3	8-Inch Sanitary Sewer Cleaning	LF	1191	$16.00	$19,056.00		
4	12-inch Sanitary Sewer Cleaning	LF	318	$16.00	$5,088.00		
5	18-inch Sanitary Sewer Cleaning	LF	419	$18.00	$7,542.00		
6	21-inch Sanitary Sewer Cleaning	LF	50	$20.00	$1,000.00		
7	24-inch Sanitary Sewer Cleaning	LF	100	$22.00	$2,200.00		
8	8-inch CIPP Lining	LF	58	$150.00	$8,700.00		
9	12-inch CIPP Lining	LF	347	$165.00	$57,255.00		
10	18-inch CIPP Lining	LF	106	$190.00	$20,140.00		
11	21-inch CIPP Lining	LF	148	$205.00	$30,340.00		
12	24-inch CIPP Lining	LF	178	$215.00	$38,270.00		
13	Post-CIPP Lining CCTV	LF	837	$5.00	$4,185.00		
14	Aggregate Base, Class 5	TN	22	$30.00	$660.00		
15	Full Depth Bituminous Pavement Reclamation	SY	2434	$3.00	$7,302.00		
16	Bituminous Pavement, Wear Course, SPWEA240C	TN	405	$130.00	$52,650.00		
17	Pavement Markings - 4" Yellow Solid	LF	880	$2.00	$1,760.00		
18	Accessible Parking Symbol Paint	EA	1	$50.00	$50.00		
19	Pedestrian Crosswalk, 9' x 2.5' White Solid	SF	20	$113.00	$2,260.00		

Subtotal	$260,736.00
Coon Rapids Contract Admin (7%)	$18,251.52
Coon Rapids Construction Subtotal	$278,987.52
Tree Felling Compensation to City (Exhibit B)	($134.17)
Total Coon Rapids Cost Estimate	**$278,853.35**

*Est. Unit Prices will be updated with values suppleed by low bidder after bid opening, and will be updated by Met Council PM.

**After City Project and Combined Project work is complete, as-built quantities will be updated by Met Council PM and invoice will be sent to City.



GENERAL NOTES:

1. SUBMIT TRAFFIC CONTROL PLAN FOR APPROVAL FOR ALL STAGES OF WORK PER SPEC 01570.
2. ALL TRAFFIC CONTROL SHALL CONFORM TO THE MOST CURRENT VERSION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
3. ALL ROAD AND TRAIL CLOSURES REQUIRE AN APPROVED DETOUR PLAN BY THE APPROPRIATE AGENCIES.
4. VEHICULAR ACCESS ON PRIVATE PROPERTY IS LIMITED TO AREAS WITHIN THE CONSTRUCTION LIMITS.
5. MAINTAIN VEHICULAR ACCESS TO PRIVATE PROPERTIES AT ALL TIMES DURING CONSTRUCTION. COORDINATE WITH PROPERTY OWNERS AS NECESSARY.

KEY NOTES:

1. CONTRACTOR SHALL CLOSE SOUTH PARKING LANE OF 121ST AVENUE FOR THE DURATION OF THE PROJECT FOR TEMPORARY CONVEYANCE PIPING.
2. CONTRACTOR SHALL CLOSE THE TRAIL IN LIONS COON CREEK PARK DURING TEMPORARY CONVEYANCE INSTALLATION AND REMOVAL. THESE CLOSURES SHALL NOT EXCEED TWO (2) WEEKS IN DURATION. A MAXIMUM OF TWO (2) SEPARATE CLOSURES ARE ALLOWED.
3. CONTRACTOR SHALL CLOSE THE TRAIL IN LIONS COON CREEK PARK DURING SEWER AND MANHOLE REHABILITATION. THESE CLOSURES SHALL NOT EXCEED THREE (3) WEEKS IN DURATION. A MAXIMUM OF FOUR (4) SEPARATE CLOSURES ARE ALLOWED.
4. CONTRACTOR SHALL CLOSE THE TRAIL BETWEEN NORTHDALE BLVD AND YELLOW PINE STREET DURING SEWER AND MANHOLE REHABILITATION. THESE CLOSURES SHALL NOT EXCEED FOUR (4) WEEKS IN DURATION. A MAXIMUM OF THREE (3) SEPARATE CLOSURES ARE ALLOWED.
5. CONTRACTOR SHALL CLOSE SIDEWALK AND DETOUR FOOT TRAFFIC TO THE WEST SIDE OF CREEK MEADOW BETWEEN YELLOW PINE AND ROBINSON DR.
6. THE NORTH PARKING LOT IN LIONS COON CREEK PARK SHALL BE CLOSED FOR THE REHABILITATION OF MH 10. THIS CLOSURE SHALL NOT EXCEED ONE (1) WEEK.

LEGEND:

- TEMPORARY CONVEYANCE
- CONSTRUCTION LIMITS
- SITE ACCESS ROUTES
- TRAIL CLOSURE FOR TEMPORARY CONVEYANCE
- TRAIL CLOSURE FOR CIPP INVERSION AND MH REHAB

0 400' 800'

NONPUBLIC DATA

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MODIFIED: 11/10/2025 6:30:40 AM

NO	DATE	BY	REMARKS
	11/17/2025	MLH	ISSUED FOR BIDDING

REVISIONS

NO	DATE	BY	REMARKS

REVISIONS

DESIGNED LD
DRAWN MLH
CHECKED RMK

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

SIGNATURE:
TYPED OR PRINTED NAME: ALEXIS S DUVE
DATE 11/17/2025 REG NO 61616

Foth

PROJECT 808631
FILE NAME CT003

COON RAPIDS 4-NS-525 PHASE 2 REHABILITATION

TRAFFIC CONTROL REQUIREMENTS - TRAIL SYSTEM

CT3

City Council Regular **13.**

Meeting Date: 09/01/2026

Subject: Consider Grant to the Minnesota Softball Military Appreciation Foundation

From: Matt Stemwedel, City Manager

INTRODUCTION

The City Council is asked to consider awarding a $1,500 grant to the Minnesota Softball Military Appreciation (MSMA) Foundation in support of their annual fundraiser tournament being held at the Sand Creek Athletic Complex.

DISCUSSION

The City participates in a regional convention and visitors bureau, known as Twin Cites Gateway, and receives an annual member city grant. The grant is based on the local option lodging taxes collected by the City and other member cities.

The City may use the grant funds for any purpose as specified and in accordance with Minnesota State Statute 469.190 governing the local option lodging tax and the established criteria identified by the Twin Cities Gateway Board. The City may choose to use the grant funding for the promotion of an event, activity, or facility located within the City or to add new activities to enhance existing events.

MSMA is a 501(c)(3) organization that was founded for the softball community to give back to veterans throughout Minnesota and the Midwest. MSMA will be hosting their annual softball tournament at the Sand Creek Athletic Complex from September 11th - 13th. This tournament is the organization's main fundraiser and attracts over 100 teams from many different states. Given the size of the event and the amount of tourism it generates for Coon Rapids and the surrounding area, staff believe it would be appropriate to provide a $1,500 grant from the City's annual Twin Cities Gateway member city grant to MSMA to assist with the promotion of the event. More information on MSMA can be found on their website here: https://msmafoundation.com/2026-event.

RECOMMENDATION

Staff recommends the City Council approve a $1,500 grant from the City's annual Twin Cities Gateway member city grant to the Minnesota Softball Military Appreciation Foundation for the purpose of assisting in the promotion of their annual softball tournament.