

City of East Bethel
City Council Agenda
 Regular Council Meeting – 7:30 p.m.
 Date: July 2, 2014



		Item	
7:30 PM		1.0	Call to Order
7:31 PM		2.0	Pledge of Allegiance
7:32 PM	pg 1-2	3.0	Adopt Agenda
7:33 PM		4.0	Presentations
7:34 PM		5.0	Public Forum
7:45 PM	pg 3-4	6.0	Consent Agenda
<i>Any item on the consent agenda may be removed for consideration by request of any one Council Member and put on the regular agenda for discussion and consideration</i>			
	pg 5-8	A.	Approve Bills
	pg 9-25	B.	Meeting Minutes, June 18, 2014, Council Meeting
	pg 26-27	C.	Accept Resignation of EDA Member Mike Connor
	pg 28	D.	Resolution 2014-19 Twins Tickets Donation for Booster Day Drawing
		E.	Request for Proposals for Recording Secretary
		F.	Website Intern
New Business			
7:50 PM		7.0	Commission, Association and Task Force Reports
	pg 29-65	A.	Planning Commission
		1.	Verizon IUP
		B.	Economic Development Authority
		C.	Park Commission
	pg 66-71	D.	Road Commission
		1.	Work Meeting for 2015 MSA Road Project(s)
8:10 PM		8.0	Department Reports
		A.	Community Development
		B.	Engineer
	pg 72-73	1.	Force Main Project Review
		C.	City Attorney
		D.	Finance
	pg 74-76	1.	Interfund Loan / Permanent Fund Transfer
		E.	Public Works
		F.	Fire Department
		G.	City Administrator
8:20 PM		9.0	Other
		A.	Staff Report

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- B. Council Reports
- C. Other
- D. Closed Session, Performance Review, MN Stat. § 13D.05, subds. 1(d) 3(a)

9:00 PM 10.0 Adjourn



City of East Bethel City Council Agenda Information

Date:

July 2, 2014

Agenda Item Number:

Item 6.0 A-F

Agenda Item:

Consent Agenda

Requested Action:

Consider approving the Consent Agenda

Background Information:

Item A

Bills/Claims

Item B

Meeting Minutes, June 18, 2014 City Council Meeting

Meeting minutes from the June 18, 2014 City Council Meeting are attached for your review and approval.

Item C

Submission of Resignation - EDA Member Mike Connor

Due to business matters and schedules, Mike Connor has submitted his resignation from the EDA. Mike has been a member of the Authority since its reorganization in 2011. Mr. Connor had been re-appointed to a 6 year term on January 31, 2013. Prior to the Authorities re-organization in 2011, Mr. Connor had been a citizen advisory member to the Authority. Council is requested to accept Mr. Connor's resignation and authorize the advertisement of this position.

Item D

Res. 2014-19 Accepting Donation from Hackenson-Anderson

The City of East Bethel has received a donation of eight Minnesota Twins Tickets valued at \$296.00 from Hackenson-Anderson to be donated in a drawing at the Booster Days Family Fun Night scheduled for Friday, July 18, 2014.

Item E

Request for Proposals for Recording Secretary Services

City professional service agreements are evaluated, generally, every 5 years and additional requests for services are solicited to ensure that the City is receiving the best value for both the cost and benefit that is being offered. At this time Council is requested to authorize the advertisement for Recording Secretary Services for minutes preparation for the EDA, Planning, Roads and Parks Commissions.

Item F

Website Intern

The intern applicant approved for the Website/office assistant position by Council on June 18, 2014 will not be able to accept the position. The next rated applicant has since secured other employment. Amy Norling meets and exceeds the requirements of the job and Staff is recommending her approval for the position. The rate of pay would remain unchanged at \$12/hr., the position would be limited to 240 hours and there would be no benefits.

Fiscal Impact:

As noted above.

Recommendation(s):

Staff recommends approval of the Consent Agenda as presented.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



Payments for Council Approval July 2, 2014

Bills to be Approved for Payment	\$730,117.02
Electronic Payroll Payments	\$24,127.25
Payroll City Staff - June 19, 2014	\$32,385.33
Total to be Approved for Payment	\$786,629.60

City of East Bethel

July 2, 2014

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
2005A Public Safety Bonds	Bond Interest	22246	Bond Trust Services Corp.	301	30100	\$26,875.00
2005A Public Safety Bonds	Fiscal Agent s Fees	10814	Bond Trust Services Corp.	301	30100	\$450.00
2005B 207th Serv Rd SA Bonds	Bond Interest	801505200	US Bank	303	30300	\$2,157.50
2008A GO SEWER REV BONDS	Bond Interest	802318100	US Bank	308	30800	\$22,061.25
2010A GO Water Utility Rev Bnd	Bond Interest	803001700	US Bank	310	31000	\$383,536.25
2010B GO Utility Revenue Bond	Bond Interest	22247	Bond Trust Services Corp.	311	31100	\$76,633.96
2010B GO Utility Revenue Bond	Fiscal Agent s Fees	10815	Bond Trust Services Corp.	311	31100	\$450.00
2010C GO Bond	Bond Interest	803001900	US Bank	312	31200	\$20,866.25
Arena Operations	Gas Utilities	416718009	Xcel Energy	615	49851	\$763.06
Arena Operations	Professional Services Fees	71	Gibson's Management Company	615	49851	\$6,030.71
Assessing	Professional Services Fees	2ndQtr15	Kenneth A. Tolzmann	101	41550	\$13,029.63
Building Inspection	Telephone	332373310-151	Sprint Nextel Communications	101	42410	\$18.69
Central Services/Supplies	Information Systems	B140609J	Anoka County Treasury Dept	101	48150	\$225.00
Central Services/Supplies	Legal Notices	113380	ECM Publishers, Inc.	101	48150	\$82.00
Central Services/Supplies	Office Equipment Rental	INV5185	Metro Sales Inc.	101	48150	\$364.30
Central Services/Supplies	Office Equipment Rental	7217052-JN14	Pitney Bowes	101	48150	\$151.32
Central Services/Supplies	Office Equipment Rental	255188385	US Bank Equipment Finance	101	48150	\$269.50
Central Services/Supplies	Office Supplies	715834289001	Office Depot	101	48150	\$11.63
Central Services/Supplies	Postage/Delivery	062514	Reserve Account	101	48150	\$1,000.00
Central Services/Supplies	Telephone	12096615	Integra Telecom	101	48150	\$212.15
City Administration	Telephone	332373310-151	Sprint Nextel Communications	101	41320	\$4.19
City Administration	Travel Expenses	062514	Jack Davis	101	41320	\$146.72
City Clerk	Professional Services Fees	179212	STS Staffing	101	41430	\$506.25
City Clerk	Professional Services Fees	180456	STS Staffing	101	41430	\$506.25
City Clerk	Professional Services Fees	M20588	TimeSaver Off Site Secretarial	101	41430	\$565.75
Engineering	Architect/Engineering Fees	33129	Hakanson Anderson Assoc. Inc.	101	43110	\$971.55
Finance	Office Supplies	715834289001	Office Depot	101	41520	\$39.99
Finance	Travel Expenses	062514	Mike Jeziorski	101	41520	\$5.92
Fire Department	Books/Ref. Materials/Software	6165879Y	NFPA	101	42210	\$147.10
Fire Department	Clothing & Personal Equipment	150616	Aspen Mills, Inc.	101	42210	\$283.95
Fire Department	Clothing & Personal Equipment	150952	Aspen Mills, Inc.	101	42210	\$232.60
Fire Department	Conferences/Meetings	Schewe	Anoka Technical College	101	42210	\$207.00
Fire Department	Gas Utilities	416718009	Xcel Energy	101	42210	\$325.32
Fire Department	Motor Vehicles	943	Midway Ford Company	701	42210	\$41,663.00
Fire Department	Motor Vehicle Services (Lic d)	226180	PTL Tire & Automotive Ctr	101	42210	\$96.90
Fire Department	Small Tools and Minor Equip	2307	Emergency Response Solutions	101	42210	\$1,685.54
Fire Department	Small Tools and Minor Equip	17141281	W.S. Darley & Co.	101	42210	\$2,615.75
Fire Department	Small Tools and Minor Equip	17141998	W.S. Darley & Co.	101	42210	\$159.90
Fire Department	Small Tools and Minor Equip	17142772	W.S. Darley & Co.	101	42210	\$1,256.90
Fire Department	Telephone	12096615	Integra Telecom	101	42210	\$132.61
Fire Department	Telephone	332373310-151	Sprint Nextel Communications	101	42210	\$38.55
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	471590	Ham Lake Hardware	101	41940	\$17.54
General Govt Buildings/Plant	Gas Utilities	416718009	Xcel Energy	101	41940	\$352.78
Mayor/City Council	Travel Expenses	062014	Heidi Moegerle	101	41110	\$229.20
MSA Street Construction	Architect/Engineering Fees	33123	Hakanson Anderson Assoc. Inc.	402	40200	\$120.82

City of East Bethel

July 2, 2014

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
MSA Street Construction	Architect/Engineering Fees	33124	Hakanson Anderson Assoc. Inc.	402	40200	\$3,799.95
Park Maintenance	Bldg/Facility Repair Supplies	472786	Ham Lake Hardware	101	43201	\$35.14
Park Maintenance	Clothing & Personal Equipment	1182350606	G&K Services - St. Paul	101	43201	\$19.00
Park Maintenance	Clothing & Personal Equipment	1182362017	G&K Services - St. Paul	101	43201	\$19.00
Park Maintenance	Equipment Parts	F-241630112	Allstate Peterbilt North	101	43201	\$16.60
Park Maintenance	Equipment Parts	1539-296963	O'Reilly Auto Stores Inc.	101	43201	\$7.19
Park Maintenance	Equipment Parts	1921-183634	O'Reilly Auto Stores Inc.	101	43201	\$86.63
Park Maintenance	Lubricants and Additives	471695	Ham Lake Hardware	101	43201	\$30.38
Park Maintenance	Lubricants and Additives	1539-297224	O'Reilly Auto Stores Inc.	101	43201	\$57.88
Park Maintenance	Park/Landscaping Materials	18222	Bjorklund Companies, LLC	101	43201	\$87.00
Park Maintenance	Park/Landscaping Materials	18228	Bjorklund Companies, LLC	101	43201	\$174.00
Park Maintenance	Telephone	12096615	Integra Telecom	101	43201	\$48.61
Park Maintenance	Telephone	332373310-151	Sprint Nextel Communications	101	43201	\$66.04
Payroll	Insurance Premium	07 2014	Dearborn National Life Ins Co.	101		\$1,134.09
Payroll	Insurance Premium	07 2014	NCPERS Minnesota	101		\$128.00
Payroll	Union Dues	06 2014	MN Public Employees Assn	101		\$468.00
Planning and Zoning	Architect/Engineering Fees	33122	Hakanson Anderson Assoc. Inc.	101		\$1,298.96
Planning and Zoning	Escrow Reimbursement	070214	Afonso & Michelle Arellano	101		\$300.00
Planning and Zoning	Legal Notices	111242	ECM Publishers, Inc.	101	41910	\$46.13
Recycling Operations	Bldg/Facility Repair Supplies	55580	Menards Cambridge	226	43235	\$33.98
Recycling Operations	Gas Utilities	416718009	Xcel Energy	226	43235	\$35.69
Sewer Operations	Bldgs/Facilities Repair/Maint	102008	Rogers Electric	602	49451	\$122.83
Street Capital Projects	Street Maint Services	19141	Allied Blacktop Co.	406	40600	\$90,912.83
Street Maintenance	Bldgs/Facilities Repair/Maint	1182350606	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Bldgs/Facilities Repair/Maint	1182362017	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Clothing & Personal Equipment	1182350606	G&K Services - St. Paul	101	43220	\$19.40
Street Maintenance	Clothing & Personal Equipment	1182362017	G&K Services - St. Paul	101	43220	\$19.40
Street Maintenance	Equipment Parts	F-241680060	Allstate Peterbilt North	101	43220	\$52.60
Street Maintenance	Gas Utilities	416718009	Xcel Energy	101	43220	\$92.26
Street Maintenance	General Operating Supplies	100035	Metro Products, Inc.	101	43220	\$197.77
Street Maintenance	Motor Vehicles Parts	FP155998	Crysteel Truck Equipment	101	43220	\$126.02
Street Maintenance	Shop Supplies	471590	Ham Lake Hardware	101	43220	\$9.49
Street Maintenance	Shop Supplies	267715	S & S Industrial Supply	101	43220	\$28.17
Street Maintenance	Shop Supplies	267772	S & S Industrial Supply	101	43220	\$17.55
Street Maintenance	Shop Supplies	267921	S & S Industrial Supply	101	43220	\$26.12
Street Maintenance	Street Maint Materials	IN00001993	City of St. Paul	101	43220	\$1,254.49
Street Maintenance	Street Maint Materials	275208	Winnick Supply	101	43220	\$117.67
Street Maintenance	Telephone	12096615	Integra Telecom	101	43220	\$48.61
Street Maintenance	Telephone	332373310-151	Sprint Nextel Communications	101	43220	\$162.72
Street Maintenance	Tires	150035482	Pomp's Tire Service, Inc.	101	43220	\$285.00
Water Utility Capital Projects	Architect/Engineering Fees	33125	Hakanson Anderson Assoc. Inc.	433	49405	\$877.21
Water Utility Capital Projects	Architect/Engineering Fees	33126	Hakanson Anderson Assoc. Inc.	433	49405	\$770.40
Water Utility Capital Projects	Architect/Engineering Fees	33127	Hakanson Anderson Assoc. Inc.	433	49405	\$5,691.08
Water Utility Capital Projects	Architect/Engineering Fees	33128	Hakanson Anderson Assoc. Inc.	433	49405	\$13,534.12
Water Utility Operations	Gas Utilities	061714	CenterPoint Energy	651	49401	\$48.70

EAST BETHEL CITY COUNCIL MEETING

JUNE 18, 2014

The East Bethel City Council met on June 18, 2014 at 7:30 PM for the regular City Council meeting at City Hall.

MEMBERS PRESENT: Bob DeRoche Ron Koller Tim Harrington
Tom Ronning

MEMBER ABSENT: Heidi Moegerle (with prior notice)

ALSO PRESENT: Jack Davis, City Administrator
Mark Vierling, City Attorney

1.0 Call to Order The June 18, 2014 City Council meeting was called to order by Mayor DeRoche at 7:30 PM.

2.0 Pledge of Allegiance The Pledge of Allegiance was recited.

3.0 Adopt Agenda **Harrington made a motion to adopt the June 18, 2014 City Council agenda including the supplement bill list as item G. on the Consent Agenda. Keller seconded. All in favor, motion carries unanimously.**

4.0 Presentation Commander Shelly Orlando presented the May 2014 Sheriff's Report.

4.0.A Sheriff's Report **DWI's:** There were four DWI arrests in May. Two of the DWI arrests involved suspected narcotics, charges are still pending the blood test results. In one incident a female was at a local store while the deputy was present. The female was "acting high." The deputy followed the female outside and she drove away. The deputy stopped her and she admitted to smoking marijuana the night before and doing meth three days earlier. She did consent to a blood test. The second suspected narcotics DWI involved a property damage crash where a male attempted to pass another vehicle and crashed into a truck pulling a trailer. The male failed field sobriety tests but did not have any alcohol in his system. The male consented to a blood test after consulting with an attorney. There was one refusal to test DWI that arose as a result of several calls on driving conduct. The male suspect ended up driving over his garbage can, while trying to enter his driveway and got stuck. The male failed field sobriety tests and decided not to take a test to determine his blood alcohol content (bac). The last DWI was again a result of driving conduct. This call was at 0926 a.m. The deputy located the vehicle as it was pulling into a driveway. The male smelled of alcohol and said it had been several hours since he had anything to drink. The male was unable to perform field sobriety tests, but did take a pbt test, which indicated the male was under the influence. The male did agree to test and ended up having a .28 bac.

"So, no matter what time of the day it is, if you see someone driving goofy, they could be under the influence. Please call in if you do see that."

Thefts: There were 13 thefts reported. One theft involved a suspect described as a black male, approximately 5'7" tall, skinny build, who was able to short change a business. He was seen leaving in a silver mustang, unknown license plate. There were two gas no pay thefts reported. One was resolved by a citation being issued to the registered owner. The second is still pending. A Pace enclosed trailer was taken from a driveway of a home. The

4.0.A
Sheriff's
Report

trailer was filled with construction tools and estimated value is over \$20,000. There was not a license plate associated with the trailer, as it has the permanent registration sticker on the tongue. A male called to report the theft of metal from his property. His renter and her boyfriend are suspects. There was a theft of license plates reported from a vehicle parked in the driveway. A male patronizing a local business had his trailer ball and hitch stolen from his vehicle. A male reported an engine block for a Chevy and a transmission were taken from his property. The male suspects his son. There was a theft of a 2005 Chevy work truck. It was unknown if the keys were left in it. A report was made of a golf cart being taken from a golf course. The owner of the golf cart saw a male take it and followed the tracks in the grass to a home, where the golf cart was parked. The deputy was not able to make contact with anyone at the home but was advised that the male had been drinking in the bar prior to taking off in the golf cart. The golf cart was recovered. Lastly, there was a male who called to report the theft of his vehicle. He advised that the vehicle had been taken the night before and was located by Isanti County after having crashed. The male stated he had the keys to the vehicle and did not have any suspect information. The deputy contacted Isanti County and spoke with the deputy handling the incident. The deputy advised that they believed the person driving had been the registered owner, as he fit the suspect description and there was an iPhone left in the vehicle (which belonged to the owner). The Anoka County deputy went to the tow yard and observed that the ignition had not been punched and there was an open alcohol container also in the vehicle. The male, after being contacted by the Isanti County deputy, admitted to drinking and crashing the night before. He fled the scene, as he didn't want to get a DWI. He was issued a citation for filing a false police report in Anoka County.

"Isanti County would, obviously, have their own charges to follow up on."

Burglaries: There were three burglaries reported. Two were residential, one was a business. The business burglary involved the theft of auto parts. An employee was locking up for the night and saw a suspicious vehicle in the parking lot. The employee did not see anyone near the vehicle but did photograph the vehicle and license plate. The next day, on surveillance video, the vehicle is seen coming into the yard with an empty trailer and leaving with a full trailer. The case is under investigation. In one of the residential burglaries, a screen was cut and access gained through a window. Missing were a wedding ring, a camera, and a W-2 tax document. The last case involves a Playstation and tablet that went missing. Entry was believed to have been made through an unlocked door.

Damage to Property: There were three reports of damage to property. One report involved the damage of a mailbox. The damage occurred between 2 to 4 a.m. There were unknown suspects. The second incident involved a dirt bike being driven by a juvenile male upon a neighbor's property, causing a rut in the yard. The neighbor requested the juvenile be trespassed from her property, which was done. The third report was an egging of a residence. No suspect information available.

5th Degree Controlled Substance: There was one arrest for possession of a controlled substance. A male who was wanted on a probable cause pickup for felony domestic assault was located driving in a vehicle. Deputies stopped the vehicle and took the driver into custody. The passenger had a warrant for his arrest as well, so he was taken into custody. In conducting an inventory search of the vehicle a pill container was located, containing oxycodone. The passenger did not have a prescription for the pills and they are considered a controlled substance. The passenger is facing charges.

4.0.A
Sheriff's
Report

Disorderly Conduct: Deputies received a call of an intoxicated male who was inside a residence. Upon arrival, the homeowner and male were outside. The homeowner advised he awoke to this male, unknown to him, standing inside his home. The homeowner advised the male was intoxicated. The male had come in through an unlocked door into the garage, then entered through the unlocked service door into the house. The male had recently moved into a house that was near this residence. The male thought he was in his house that he was in. The male was transported to the home he resides in and issued a citation for disorderly conduct.

Arrest Breakdowns:

Felony Arrests: 1
Controlled Substance – 1

Gross Misdemeanor Arrests: 2
False Information to Peace Officer – 2 (separate incidents)

Misdemeanor Arrest: 7
Theft – 2
Falsely Reporting a Crime – 1
Possession of a Hypodermic Needle – 1
Small Amount of Marijuana in Motor Vehicle -1
Possess Drug Paraphernalia – 1 (same incident as small amount)

DeRoche, "Anything happening on the water? As far as the lake?" Orlando, "We do have our summer time patrols out and our recreational deputies are out on the lakes. I haven't had any reports back of anything going on much anywhere. But, I don't see those reports now so much because I'm in a different division. But, they are out there and if you have any issues going on, be sure to call in. You can either, if you want to leave a message for the recreational deputies it's Deputy Tim Sink or Deputy Justin Alderink. Those are our two full-time deputies. Then we also have deputies that do extra patrols on the weekends as well. So, if you call and leave messages for those two, one of those two, the word will definitely...or you can let me know and I can pass it along to them as well."

DeRoche, "Sure. Anybody got any questions?"

Koller, "The .28 blood alcohol was 9:30 in the morning?" Orlando, "Uh-huh." DeRoche, "Must have gotten thirsty." Orlando, "It can be at any time. It's just a really good reminder that, just because it's that early in the morning, you wouldn't think, but there are people out there."

DeRoche, "All right, thank you Shelly."

Roger Virta, 18921 University Avenue NE, "I hope it's okay, my statement's a little bit longer than three minutes." DeRoche, "Absolutely, go ahead."

**5.0
Public
Forum**

Virta, "Thanks, I appreciate it. My name is Roger Virta. I live at 18921 University Avenue NE. I'd like to make some additional comments about Council Items 7.0D.1., Consider Approval of 2015-2019 Street Capital Improvement Plan.

As some of you know, I'm a member of the Road Commission and I want to emphasize that

Public Forum

I'm not here tonight representing the Commission. But, I'm here instead as a resident of East Bethel. I was kind of reluctant to come before you tonight but decided to do so given the importance of this decision that you're going to be facing with this Commission item.

Although the Road Commission recommended using MSA funds for construction of 189th and Buchanan to provide a connection from the commercial park to Jackson Street, the vote was not unanimous. I voted against the proposal, which passed 5 to 1. The Commission was in full agreement that another entry/exit point into the Classic Commercial Park is needed for safety reasons. I agree that we need to make another entry point into this area. I disagree about where this entry point should be. I think that the access should continue out to Highway 65 rather than out to Jackson Street. The other members of the Commission opted for the less expensive solution, which was to put the entry/exit point on Jackson Street instead.

Here are some things I think that you might want to consider as you make your decision about the Jackson Street entry/exit point. Although Jackson Street is designated as a major collector, it is also a residential area containing several houses directly on Jackson Street. It's an older East Bethel neighborhood and this road will have a significant impact on that neighborhood. Creating an exit point from the commercial park to Jackson would generate significant heavy truck traffic on Jackson Street. This might include both side- and belly-dumps from an existing tenant. It is the truck traffic that is my main concern for this residential area.

The traffic will originate from one of the existing tenants, as I said, and I had also expected additional heavy traffic possibly to be truck traffic to be generated due to the Council's recent re-designation of properties in the area to industrial. If it's an industrial area, it kind of opens it up, I think, to more heavy duty types of stuff. So, that is a risk as you go forward.

The consequences of dumping the road out onto Jackson are first it's going to reduce the quality of life for the residents of Jackson. They will be subject to the noise and vibration from regular truck traffic from now into the foreseeable future. Second, it's going to reduce property valuations for the residents of Jackson. I would expect the heavy truck traffic resulting from the road to depress existing real estate valuations for these homes. The third point is probably the most important one. It's going to cause increased safety risks on Jackson. Mixing heavy truck traffic and pedestrians and bicyclists together creates a potential, I think, for future accidents in that area. Doing that, I don't think, is a good idea. Since the area is residential, school bus traffic might also be at risk from the truck traffic.

Exiting out to County Road 22 would eliminate all of these downsides. It would provide a solid industrial-scale frontage road with entry/egress to a major highway. Other than cost, that's a key factor, there are no downsides to this option.

When I'm faced with a decision like this on the Road Commission, I always place myself in the position of the residents that are effected by that decision and ask myself, 'How would I like it if the City did this to me?' And, my answer in this case is, 'I wouldn't like it at all.' And, I don't know if any of you would either.

This project comes at a once-in-a-decade or more point in time. The City has additional money left over from the canceled frontage road on 221st from last year. That plus the MSA money provides a large sum that won't be available, probably, at any point in the

Public Forum

future. If you decide to finish this road out to Jackson, there is no going back. Right? There will never be enough money in the budget to complete the frontage road out to 22. At least not at any time that I can see out into the future.

So, the question is, "how much more would it cost and where are you going to get the money from?" I believe it is a little bit more expensive to complete the road out to 22. You might consider the possibility of using future year's MSA money to help fund this project. This is a legitimate use for the MSA money to basically spend ahead. Just an information point, Ham Lake is apparently unwilling to cost-share resurfacing 181st Street, fearing that the project has more benefit to East Bethel than to Ham Lake. East Bethel could possibly use that future funding to help cover the cost of extending the road out to 22.

So, that's my thoughts on the matter. I appreciate your time, and thanks."

DeRoche, "Thanks Roger."

Paul Gott, 291 St. Francis Avenue NW, Bethel, "Good evening. I have a question about a billboard sign. I actually live in the City. I recently purchased a property on roughly 237th and Johnson Street and my property backs up to 65. There is a billboard sign on my property. My question is, the previous owner had mentioned something about the City wanting to condemn that sign or take it down. I was unsure about that, but there hasn't been a leasing agreement between the property owner or the sign company in the last 18-20 years, something like that. I'm kind of in the process of researching that and figuring out what to do. But, I was wondering, what the Council's point of view was on that billboard sign and whether or not..."

DeRoche, "I'll refer you over to Jack. Jack, you know anything about that billboard?"
Davis, "There's been no discussions about condemning the sign. If you did do something to erect a new sign or replace it, you just have to meet the requirements of the Sign Ordinance."

DeRoche, "I think you're looking to take it down?"

Gott, "Well, the previous owner has gotten something like \$200 a year for this sign and it really blocks the view of the lot so if that's all the investment that's there, then I'd just like to see it go away. I don't know that the sign company wants to cooperate. They haven't been returning my calls or anything. So, I've hired an attorney and I'm trying to figure out what direction to go with that. But, I just wanted to see what the Council's point of view was on it."

DeRoche, "Well, I would recommend you maybe come in and talk with Jack and possibly Colleen before you put out a lot of money in attorney's fees. At least we can figure out how it's there, if somebody ever did have a, would anyone ever of had a contract with the City?"

Vierling, "Probably not." Davis, "Not unless it was on City right-of-way, and that's Mn/DOT's right-of-way there. So, I'm assuming there's no contract with the City. There is none that I know of that exists."

Gott, "There hasn't been one with the prior owner either. So, this was all done, I haven't researched at the County yet, but this has been, that's sign got to be 30-40 years old, at least 30 years old."

Public Forum DeRoche, "What's it advertising?" Gott, "I think the National Guard's on the one side and Lamar Sign, just their own advertising on the other side. But, it's on the northwest corner of 237th and 65."

Davis, "And, what is your property address Paul?" Gott, "I don't have an address but it's Lot 7, Block 2, Wargo Pond. I made a picture of the lot and you can see the billboard sign." Davis, "Do you have a phone number so we can contact you and let you know what's going on with this?" Gott, "Yes." DeRoche, "You don't have to say that over the air. You may want to just give it to Jack." Gott, "Okay, thank you."

Davis, "I'll have somebody get in contact with you tomorrow and we'll see what we can find out about this." Gott, "Thank you." DeRoche, "Thank you Paul."

DeRoche, "Anybody else even if you didn't sign up and maybe want to come up and say a few words?"

6.0 Consent Agenda

Item A Bills/Claims

Item B Work Meeting Minutes, May 21, 2014 City Council Work Meeting
Meeting minutes from the May 21, 2014 City Council Work Meeting are attached for your review and approval.

Item C Meeting Minutes, June 4, 2014 City Council Meeting
Meeting minutes from the June 4, 2014 City Council Meeting are attached for your review and approval.

Item D Approve Hire of Website/Office Support Item
Staff is recommending to hire Website/Office Support.

Item E Liquor License Renewals
Staff is recommending approval of Liquor License renewals.

Item F Approve Special Meeting – June 25, 2014
Staff is recommending scheduling a Special Meeting on June 25, 2014.

Item G Supplemental Bill List

Ronning motioned to approve A, B, C, D, E, F, and G, with Item B indicating 'Work Meeting Minutes, May 21, 2014 City Council Work Meeting.' Koller seconded.

DeRoche, "The only thing I had was a correction to the June 4, 2014 Council Meeting Minutes, top of Page 25, "DeRoche, "Anybody else? No? Thanks Greg Craig." Ronning, "Yeah, thanks Greg Craig." You okay with that Tom? Changing that?" Ronning, "Yes."

Ronning and Koller accepted this friendly amendment.

DeRoche, "I'll figure out where it's at, kind of scrolling here but it's hard to multi-task up here. All right, any more discussion?"

All in favor, motion carries unanimously. All in favor, motion carries unanimously.

7.0 Commission, Association and Task Force Reports
New Business

7.0A None.
 Planning
 Commission

7.0B None.
 Economic
 Development
 Authority

7.0C None.
 Park
 Commission

7.0D Mr. Davis presented the staff report, indicating the Streets Capital Improvement Plan was developed by the Roads Commission to prioritize street improvement projects over the next five years. The Roads Commission adopted the 2015-2019 Streets Capital Improvement Plan at their June 10, 2014 meeting. The Plan is presented in the attachments to this report.

7.0D.1
 Capital
 Improvement
 Plans
 (2015-2019) The recommended street maintenance projects for 2015 are estimated to cost \$669,900 and include the chip seal of those City streets listed in the attachment and the overlay of 7th Street, Isanti Street, Rochester Street, and Leyte Street.

For 2015, the Road Commission is recommend using the Municipal State Aid (MSA) fund for the construction of 189th Avenue and Buchanan Street in the Classic Commercial Park to provide a connection from the commercial park to Jackson Street. Currently, the commercial park only has one access location at 187th Avenue and TH 65. The additional access could help alleviate some of the stacking issues that occur at 187th Avenue, provide additional access for emergency vehicles and open up additional property for development in the municipal services area. The proposed road is currently designated as an MSA route and has been part of the City's street plan since 2005. The estimated cost of the project is approximately \$1,000,000 and would be funded through monies the City receives from the State of Minnesota for construction and maintenance of the State Aid road system. The City is permitted to advance fund, essentially borrow from future allocations, up to four times the annual construction allotment or \$3,000,000 whichever is less. The current project estimate would require advance funding of approximately \$154,452 from the 2016 annual allotment of \$557,291. The extension of water service along a portion of this improvement, at a cost estimated at \$300,000, is also recommended as part of the project. The City will also apply for Cooperative Agreement Grant from Mn/DOT to offset the costs of this project.

The Road Commission also recommended the City look at the possibility of a connection from 189th Street to Viking Boulevard at some point in the future adjacent to the property currently owned by Our Saviors Church.

Commitment to this plan requires the dedication of funding for 2015 only. Projects beyond 2015 are identified and prioritized by the Roads Commission to provide Council with recommendations for 2016 through 2019 as part of the overall capital project planning for major street improvements. Commitment to projects beyond 2015 will be considered for

approval as part of each year's subsequent budgets.

7.0D.1

Capital
Improvement
Plans
(2015-2019)

The estimated cost of the Street Capital Projects in 2015 is \$669,900. This amount is available from dedicated sources in the Street Capital Fund. The estimated cost of the MSA Capital Projects in 2015 is \$1,000,000 along with an additional \$300,000 for the water extension. This amount would be available in the Municipal State Aid Fund with the possibility of advance funding an amount to be determined from 2016. Funding for the water portion of the project could come from excess bond or other internal City funds.

The Road Commission recommend approval of the 2015-2019 Streets CIP and recommend this to City Council for approval.

DeRoche motioned to approve the 2015-2019 Streets Capital Improvement Program. Ronning seconded (for discussion purposes).

DeRoche, "First question I would have, number one, I'm not in favor of it. I'll just come right out and say that. Reason being, I don't think we should be dumping that kind of traffic onto Jackson Street. Not only for the residents that are right there. I mean, we just redid Jackson and we've got, you know, we just went through and rezoned it Industrial/Commercial. So, that's the kind of traffic that's going to be going up and down that road. Why create a safety issue? The last time that I recall even discussing this, and I guess I had hoped it would come up at a Workshop, and it wouldn't just be this one option but that we would be looking at a couple different options. I understand that it would be nice to have a way out of there but, at what cost? I wouldn't want it directed down my road. I realize that something has to be done and if it's strictly the cost factor, I think that if we can't dump it out onto 22...I just don't think it's a good idea."

Koller, "Well, I have a problem there, since I live on Jackson. It is a north/south street, the only one around that area that isn't Highway 65. Therefore, it's used by pedestrians, joggers, bicyclists, and horseback riders all day long. There is a lot of pedestrian traffic there. I would hate to see all those trucks on that street because there will be people hurt. And, if they head south on Jackson to 181st, they're right back out on Highway 65, half a mile south. As you know, 181st is a bad intersection too. We've had some fatalities there. I'd hate to dump more traffic on that. I think the simple thing would be to go up to 22, which is a County road. It doesn't have the bicycle traffic and the pedestrians. Just for safety."

DeRoche, "Just for the sake of argument, can we, anyhow, anyway, pull this segment of this off, approve the rest, and then bring this up in a Workshop? Because, this is one of those things that I just, again Jack, I had hoped would have been at a Workshop so we could have discussed it and got ideas out. To just come up to the Council, and well, we have to make this, this is what the Road Commission wants to do. I don't know if they understood the Council's thoughts, well, there's no way they could have because we didn't have that conversation."

Davis, "Again, if this portion is an issue, I would recommend pulling this portion and approving the Streets Capital portion of it. That's the one we really need to do for our budgeting for next year. We can go on and discuss this later. This issue was presented in two, maybe three different Road Commission meetings. There were several alternatives that were looked at but it is something that can be considered as we go along. And, you can definitely pull this one and we can work on it and see if there are other acceptable

7.0D.1
Capital
Improvement
Plans
(2015-2019)

alternatives.”

Ronning motioned to amend the motion to remove the Jackson Street/22 access from the current CIP and approve the remainder of the 2015-2019 Streets Capital Improvement Program. Harrington seconded.

DeRoche, “We’re legal on that?” Vierling, “You can go ahead and vote, if you wish, on the amendment.”

All in favor, amendment motion carries unanimously.

Vierling, “Now you can take a vote on the main motion as amended.”

All in favor, main motion as amended carries unanimously.

Harrington, “If we do have a Work Meeting, can we invite Shaw Trucking and Classic Construction? I’ve talked to some of their truck drivers and they will not go across 187th. They go up to 181st then go back north. Maybe we should at least get an idea from them.”

Davis, “And, there’re a number of things we had discussed too about even if the road to improve 189th to Jackson were done, we could limit truck traffic to go north on Jackson and not permit any to go south. That way, it would route them to 22 and a traffic light. The other option is, as Roger mentioned and discussed at the Road Commission, to do a partial construction of 189th and then go north adjacent to Our Savior’s Church and come out on 22. That would probably double the project cost but it is an option. We did talk to Mn/DOT about extending 185th Avenue, which would be just a short section of about 1,000 feet, and connect to Highway 65, into a right-in/right-out only. But, they said, ‘No way would they approve that.’ The other option would be to go north on Buchanan or Ulysses Street, across the wetlands. But, I don’t think that’s really an option. So, what we’d need to do is probably refine the cost a little bit better on going north across the church’s property. Here, again, that may have some benefit to them and we can talk to them more about the senior housing thing and see how it could tie in with that. We can go back and still talk with Mn/DOT even though they did say, ‘No.’ There can be other reasons, maybe, to justify that as an extension as part of the way in and out of there.”

DeRoche, “I’ve been against the Jackson Street since it first came up in a conversation quite a while back. I wouldn’t dump that into a residential area. Then again, even if you tell trucks, ‘Well, you can only go north,’ now you got an enforcement issue. Are we going to hire a deputy to sit there and make sure nobody goes south? You can’t. I just think going up, and if it’s a cost factor, we’re not doing Johnson Street to 221st so I think we should look at other options here...”

Ronning, “This thing is flawed for a number of reasons, in my mind. All the ones that Roger mentioned, the safety issue on Jackson, if there is one kid that gets out of a school bus there, I’ll vote against it for that reason. When we talk about putting water in for, what \$300,000? If we’ve got a hole in the ground, we should be doing sewer. If we can’t afford to do it right, when can we afford to do it over?”

Davis, “The reason we wouldn’t do sewer is because we would already have sewer service to all those developable properties there. And, the properties on the far end of it would be served whenever the extension comes up for the church. So, the sewer extension is not

necessary. The water would be, so we wouldn't have to tear the road up at a future date."

7.0D.1

Capital Improvement Plans (2015-2019)

Ronning, "When do you anticipate that church connection?" Davis, "We haven't heard anything back from them. I think they are still waiting on some favorable improvements in some of their market study results."

Ronning, "That's the point about having a hole in the ground. There's no firm belief that there will be anything to the church." Davis, "The other thing, too, if we did this street along this alignment, is that we would off-set the street within the right-of-way so we would have ample room on one side so we could go back and add the utility at a later date and not have to disturb the pavement."

Ronning, "The last thing about this, it's wishful thinking that all this traffic that goes on 65 is going to go out the way we want them to. They will go with whatever is easiest. That's the way people go, that's the way it will keep going. And, to put it on Jackson doesn't fix any problem, it moves the problem but doesn't take care of the problem. The problem is getting onto 65 south. That's the trucks that want to do that, it's about 840 feet on 185th."

DeRoche, "What did you say it was Jack? Less than 1,000 feet?" Davis, "It's less than 1,000 feet, just a short distance." Ronning, "Yes, but it's about 140 feet by my...would be a lot less money and people would use it."

Koller, "Also, if you have the trucks come out on the dirt road and head north on Jackson, you're still going to run into the bicycles and horses and the joggers." Davis, "Yes, the only thing that would do, it would reduce the exposure on that by two-thirds of the road. It's a mile from 189th to 181st and it's a half-mile from 189th to CR 22."

Koller, "Jackson is the only north/south road that the bicyclists can use without being on the freeway, or Highway 65. There's nothing else around. So, where do you divert all those people? Because, they are not going to want to go there if there are semis cruising up and down all day long."

DeRoche, "All right, we'll set up a Work Meeting." Davis, "again, we have plenty of time to look at this. I would recommend, we do have a Work Meeting we want to try t sometime in July or August. We don't have to make a decision on this immediately. That will still give us plenty of time to take a look at some other options, prepare some more costs, so we can take a closer look at them."

DeRoche, "All right."

Ronning, "I was at that last Road Commission, as Jack said, and heard that man from Mn/DOT speaking. 'Disappointed' is a gross understatement. He has no understanding of what he was even talking about, I don't believe. Roger can nod or shake, but he was upset that we turned down that service road, 221st to 219th. And, they couldn't believe we would do that and it's as though, 'You did that, we're not doing anything for you ever again.' They didn't say that, but that's..."

Harrington, "That's the impression I got too."

Ronning, "Yeah. It wasn't hard to come up with that impression."

7.0D.1 DeRoche, "Well, we don't want to 'beat them up' too bad, we still have to work with
Capital them." Ronning, "Well, that's a two-way street too."
Improvement
Plans
(2015-2019)

8.0 None.

**Department
Reports**

8.0A
Community
Development

8.0B None.

Engineer

8.0C None.

City Attorney

8.0D Davis presented the staff report, indicating Staff, based on direction from the Finance
Finance Committee, prepares and provides City Council with a proposed budget for the coming year
8.0D.1 each July. At this meeting, each department budget is submitted for review by Council. The
2015 Budget City Administrator will present each budget and the department heads will be available to
Work answer questions.
Meeting

Staff will take the direction from Council and make budget adjustments for the preparation of the preliminary budget, which must be approved by Council and sent to Anoka County by September 15, 2014. Consideration for approval of the 2015 Budget by Council is tentatively scheduled for December 3, 2014.

Staff recommends that City Council schedule a Work Meeting for July 9, 2014 at 6:30 p.m. to receive presentation of the 2015 proposed budget.

DeRoche, "At what time?" Davis, "6:30 p.m. or whatever time is convenient for you." Ronning, "It's the second Wednesday." DeRoche, "That's fine. How is everybody else looking?" Ronning, "As good a time as any. It has to be done." Koller, "Looks okay to me. July 9th at 6:30 p.m." DeRoche, "Okay, so be it."

Vierling, "You'll need a formal motion and a second on that one so you can have a posting."

Harrington motioned to approve scheduling a Work Meeting for July 9, 2014, at 6:30 p.m., to receive presentation of the 2015 proposed budget. Ronning seconded. All in favor, motion carries unanimously.

8.0E None.

Public Works

8.0F Fire Chief DuCharme, "Good evening Council. Before I get into the run report, the
Fire Firefighter Dance is coming up in conjunction with Booster Days. The Dance will be July
Department 19th. So, it's one month and one day away from us. Tickets, if you buy them from a

8.0F.1
May Report

firefighter right now, are \$3. If you buy them at the gate the night of the dance, it's going to be \$7. Firefighters have told me they will have tickets at City Hall also for residents to buy. There will be a silent auction, again, at the dance. They will have food via the food trucks. And the fireworks, they are scheduled to be at dusk. All in all, it looks like it's the same band that we had last year, they're going to start at 8:30 p.m., and we'll finish up at 12:30 a.m. So, we invite all the residents out.

One thing about fireworks, I just want to remind Council and our residents that if you light a firework and it goes 'bang,' or if you light a firework and it goes flying, that's illegal. That's not a legal fireworks in Minnesota. I realize that a lot of people have fireworks and it is a very hard law to enforce. But one thing you've got to remember, even the sparklers that are legal in Minnesota, a lot of times they'll let kids play with. They burn at 1200 degrees and they can really burn you so we've got to be really, really careful on that.

The last thing is burning. I just want to remind everybody that we're in a season where a lot of people like to have recreational fires at night and campfires over the weekend. Remember, recreational fire is no more than three feet wide and no more than three feet high. Although you are not allowed to burn grass clippings and leaves and yard waste, we see a lot of that and sometimes people get confused with that. The best thing to do if you have a recreational fire, is to let your neighbor know because that would save a lot of issues.

Now I'll get into some of the numbers for May of 2014. We ran 46 calls and of those 46 calls, 27 were medical related. We're actually at 212 calls for the end of May. That's pretty much where we were a year ago. So, I don't really anticipate too much of a difference that what we consider our normal amount of calls.

We did have a couple of interesting calls that I'm just going to let you know about. When you look at the call response, the list of calls, it talks about on May 8th, about a windstorm tornado assessment. That wasn't because we had a windstorm or tornado. What it was is the possibility of severe weather moving in and myself and an inspector stopped at one of the mobile home parks to check out their shelters, their weather shelters, and to make sure they were open and available.

And, we also had something that's marked 'arcing, shorted electric equipment.' Somebody's water pump in the house went out and smoked up the house. We did have a CO detector and that's not a misprint, those two addresses being the same, right next to each other, on call 171 and 170. We went there and handled the situation and the people called us back because the alarm went off again. They were advised to, we didn't find any, what we would call 'dirty air' so we advised them to maybe look at a new detector.

On May 31st we did have some weather that moved through our area. We did go to two building fires, both mutual aids and although our City did have one lightening strike that we checked out, we didn't have any fire there.

We continue our Inspection Program and did get through a number of businesses in May. Actually, that Program moves pretty well and is pretty well received. All this data that we have here is very shortly going to be moved to the new County records management system. We will be uploading a lot of the data that we keep including business names, list of businesses, that the City has. That's going to make our record keeping a lot easier once the system is up and running.

8.0F.1
May Report

As of right now, if I could talk a little bit about the record management system, which will be called the Public Safety Data System, that's the system that's in cooperation with law enforcement in the County of Anoka. It looks like we're going to be fully live on that about a year from now. So, we're moving very closely, which is good because I can tell you that our computer aid dispatch that Anoka radio has, is having issues. So, they are rapidly moving to correct those issues with the new system. Any questions?"

DeRoche, "Mark, Another Man's Treasure, I don't think this is the first time that emergency lights have come up for them? Do they just not fix them or what?" DuCharme, "Well, I think what happens is they have a number of exit lights. We're talking about exit lights like this one up here. What we prefer is the emergency lights that go with that so if the power goes out, the emergency lights come on. We have had conversation with them, you know, on having a system where they can service all of them at one time instead of piecemeal, so to speak. We've also had discussion, making sure we have aisle ways that are open, and things like that. It has many different rooms to it so we're also, that's why the exit lights are so important to us there." DeRoche, "It's an interesting place."

Ronning, "On the 27 medical calls, the bottom of the page, there is one DOA. What category was that in?" DuCharme, "That would be a cardiac. We actually, Counselor, we had two cardiac issues that the people were in a condition that was not survivable and were not transported." Ronning, "What age? Not that it really matters. Middle age?" DuCharme, "Yeah, about my age."

DeRoche, "Thanks Mark."

Informational; no action required.

8.0G
City
Administrator
8.0G.1
Code of
Ordinance,
Chapter 10,
Article V –
Farm Animals

Davis presented the staff report, indicating the Council is asked to continue the discussion of amending City Ordinance, Chapter 10, Article V, Farm Animals as it relates to the keeping of chickens on lots less than 3 acres

The City has received a number of requests from residents to keep chickens on residential properties under three acres. Currently our ordinance only allows chickens on lots larger than three acres. City Staff has researched the practices of other cities and provided a list of this in your attachments for comparison.

In addition, we also present two other ordinances. One from the City of Forest Lake and one from the City of Norwood-Young America as to how they handled the issue. Of particular importance of these two ordinances, is the one from Forest Lake Shows that there was a lot of discussion that went on with theirs before they finally enacted the ordinance that they adopted. The one from Norwood-Young America was one that's extremely restrictive. So, we're just presenting these to you so you can have these as a basis of comparison.

While many arguments can be made in favor of relaxing our current standards for keeping chickens, keep in mind that on certain lots this could have unintended consequences, primarily with neighbors. Council may wish to discuss this as part of this agenda item tonight or consider tabling this matter and adding this discussion to the Work Meeting that is scheduled for June 25, 2014.

8.0G.1
Code of
Ordinance,
Chapter 10,
Article V –
Farm Animals

DeRoche, “How long do you think it will take, the one on the 25th is also going to be on lowering the acreage for development so that could be a really long meeting. I’m sure we’ll be...”

Ronning, “Often times, it is a relatively small group that asks for a big change like that. Do we have a number of how many?” Davis, “I don’t have a precise number. All I know is that occasionally, over the years, people said, ‘Can I keep chickens?’ Our response is, ‘Is your lot bigger than three acres?’ ‘If it isn’t then the answer becomes, ‘No.’ We know that there are many instances, probably, where people either ignore or don’t know it and keep them anyway. So it gives us an opportunity to take a real hard look at this and decide if it’s something we want to act on.”

DeRoche, “You know the impression some got of the last meeting was, it was a motion to have a public hearing on it. And, I guess I voted against that and the reason being, before you have a public hearing I think we need to have a Workshop. I think we need to sit down and, again after perusing through some of these ordinances and I went in and sat down with the City Administrators from four other cities and said, ‘Okay, what do you guys do with chickens?’ And, then they started relating their situation. So, it’s pretty obvious that it’s not just a quick, ‘Hey, let’s have some chickens. Pass something. Let’s go.’ There’s an awful lot of concerns from people from a health standpoint, from a predator standpoint. You bring in chickens, now you’re going to have fox. There’s just a lot of stuff to discuss. With that being said, I would make a motion to move this topic to a Work Meeting. It would be nice to have this on the 25th but I don’t know how much time we’re going to be on that other project. Anybody got any ideas?”

Koller, “I would agree with that. We could put it on there and if we have the time to do it, we could do it.” Davis, “It doesn’t all have to be done at one Work Meeting.” Koller, “Well let’s put it on that Work Meeting and if we don’t get time to finish it up, we’ll add another Work Meeting.

DeRoche motioned to table consideration of Code of Ordinances, Chapter 10, Article V – Farm Animals, to the June 25, 2014, Work Meeting. Ronning seconded. All in favor, motion carries unanimously.

Ronning, “Just as general information. Not everybody understands why we do this in work meetings. We’re really quite limited by what kind of conversation you can have about these matters. There has to be a motion, it has to be seconded, then you have limited conversation. Somebody can call for a question and end the conversation. I know I’ve been asked before, ‘Why do you put so many things in a Work Meeting? Why don’t you just do it?’ And, in my mind, that is what the reason is.” Davis, “That’s a very good point Tom and, also, too, Work Meetings are open to the public and we encourage you to attend them.”

8.0G.2
Temporary
Clerical
Employee

Davis presented the staff report, indicating the Council approved the hiring of a temporary clerical assistant on April 16, 2014. This hire was approved through June 6, 2014, to compensate for the absence of our Deputy City Clerk. Our Deputy City Clerk will not be able to return to work at this time and will be out until at least August 4, 2014. City Council is requested to consider approval of the extension of the temporary clerical employee through October 1, 2014.

Koller motioned to extend the temporary clerical employee through October 1, 2014.

Harrington seconded. All in favor, motion carries unanimously.

9.0 Other
9.0A
Staff Reports

Schedule
Special
Meeting on
June 25, 2014

Davis, "The only thing that I have to add for Staff Reports is we did approve a Special Meeting for next Wednesday at 6:30 p.m. to consider a final liquor license application. This involves the new ownership of Hunter's Inn. And, as a result, this individual was not able to get all of the submissions in by tonight's meeting. He will have them ready for the 25th and the Special Meeting will be scheduled from 6:30 p.m. to 6:35 p.m."

DeRoche, "Do we need a motion for that Mark?" Vierling, "It would be best."

Koller motioned to call for a Special Meeting next Wednesday, June 25, 2014, at 6:30 p.m. to consider a final liquor license application for Hunter's Inn. Harrington seconded.

Ronning, "Can we take action in a Work Meeting?" Davis, "This will be a Special Meeting. We actually approved that in the Consent Agenda. Do we need a motion for it?" Vierling, "I'm sorry, if it was approved as part of Consent, no you're fine."

The motion was withdrawn.

9.0B
Council
Report –
Member
Ronning

Ronning, "I just have a couple comments, really. I thought this chicken thing would be a non-event. I've been approached about that. One individual is in a denser populated area. It says there are five chickens next door on less than an acre. I suppose somebody has to go look at them.

And, the other thing, is Buchanan between 212th and about 208th, there's some complaints about speeding. There's a speed limit sign but that doesn't do a whole lot. Those radar things that tell you how fast your are going, in my mind, it works a little bit better. It would be 'better' if people did their speeding on the highway, then Shelly can handle them. Maybe we can talk about that a little more. Thank you."

Council
Member
Harrington

Harrington, "Last week we had our bus tours for the Road Commission and the Parks. We looked over CIPs for 2015 through 2019. That went real well. There's a flyer out about the First Annual East Bethel Chamber of Commerce Golf Outing, July 18, Viking, 1 o'clock, if anybody's interested in getting a foursome. That's all I have."

Council
Member
Koller

Koller, "I really don't have much. We have a Booster Days meeting tomorrow at 6:30 p.m. here. That's coming up soon, Booster Days. I think they were looking for someone to help with the car show. That's about all I have."

Council
Member
Moegerle

No report as Member Moegerle was absent.

Mayor
DeRoche

Roche, "First thing, I would like to personally thank the Fire Department for a goodwill gesture. They went over to a day care/preschool today with the trucks and the kids had a great time. Sounds to me like the firefighters had a pretty good time. Just, you know, for the record, I don't know if people really understand what the Fire Department does. I happen to, watch the call, up on Cooper's Corner last week. Very professional. Everybody seemed to know what they were doing. Very well orchestrated. If I'm going to have an

accident, might as well be here because they definitely, it was obvious the training pays off. You hope you never have to use it but if you do, it's kind of nice that you can just watch people do whatever they do and stay out of their way.

Mayor
DeRoche

The golf tournament, firefighters are welcome, deputies are welcome. Prerequisite is that you can't be a golfer, you just have to like us, a 'hacker.'

Little note to the people on the Beach, especially with the ATVs. State law is if you are under 18 you must wear a helmet. So, I stopped a couple people today. I know the kids weren't even old enough to be on there legally. And, I plan on approaching the parents, which really goes over big. But the thing is, we worked pretty hard to get that ATV Ordinance passed and for parents to just give their kid an ATV and say, 'go ride it.' Our snowmobile/ATV club did a class out of Polaris last weekend again. Some of these really small kids were showing up on 500s and 700s. Legally, they have to be able to sit flat on the seat, feet have to touch the foot rests, and when they stand up, they have to have between three and six inches. They have to have both hands on there and be able to control this thing. I think it's insane for a parent to give a kid a 500 who's just a little bitty kid and say, 'here, go have fun. Don't worry about the helmet.' What I usually tell them is, 'look, these are the rules to the game and if the deputies catch you, I hope they take your ATV away.' We've been pretty lucky and fortunate that most of the deputies over on the Beach, when they do stop people, they educate them. It's not, let's just ticket, ticket, ticket. It's, 'look, this is the law.' That was one of the reasons, because I had talked to a few deputies before we passed it and they said, 'Well, it's on the books, you can't ride them so, you need to put something in place so people can ride.' I don't quite get the mentality. You know, legally, the Ordinance is set up that you have to be a resident of East Bethel, 16 years of age, a driver's license, on the right-hand side of the road, 20 miles per hour and not from another city driving down the roads 60 miles an hour acting like a fool. I don't know what it's going to take because unfortunately, if we have some accidents happen, I know it's going to be, that ATVs are bad. We have to do something about it.' It's not the machine. It doesn't move without someone doing it."

DeRoche, "So, with that said, I know the royalty thing is coming up pretty quick, Jack?" Davis, "The Pageant will be on Booster Day, July 19th, and you will probably be the emcee of the event or at least provide the opening comments for it."

DeRoche, "Do they have all the girls that registered for the event?" Davis, "It's for the East Bethel Royalty. They are still, probably, taking applications for that. They have started their practice and their rehearsal. We have a stage set up for them in the Ice Arena, for them to perform these activities now. I met with Doug Meyenburg this morning and he says everything is going well with the preparations for the Pageant. So, it's only a month and a day away."

9.0C
Other
9.0D
Closed
Session

None.

Vierling, "For the benefit of the public and for the record, we note that the City Council is about to go into Closed Session at the present time. Under the authority of Minnesota Statute 13D.05, first with regard to a performance review requested by the City Administrator, it's going to be closed under Section 3(a) at his request. Secondly, under Section 2 with regard to the Council's opportunity to review records that are classified as non-public or private. With that said, Mr. Mayor, I recommend that a motion be made to go into Closed Session for the purposes indicated."

Ronning made a motion to go into Closed Session at 8:35 p.m. for the purposes indicated by Attorney Vierling. Koller seconded. All in favor, motion carries unanimously.

Reconvene
Open Session

Vierling, "For the benefit of the public and for the record, we note that the Council is coming back into Open Session after having completed a Closed Session under Minnesota Statute 13D.05, conducting part of a performance review as requested by the City Administrator. For the benefit of the public, you should note that all members of the City Council were present with the exception of Councilperson Moegerle who was absent tonight. City Administrator Jack Davis was present as well as myself as City Attorney. Council requested that our office receive their reports that the City Administrator asked them to fill out so that we can tabulate and collate those responses and return them to the Council and to the Administrator for their review.

Council also then conducted a review of private, nonpublic records under the same Statute that have to be reviewed in Closed Session. During the entirety of the Closed Session, the Council did not take any formal votes and no formal motions were made.

With that being said Mr. Mayor, that is the report and summary for the benefit of the record as is required by Law."

**10.0
Adjourn**

Ronning made a motion to adjourn at 9:10 p.m. Harrington seconded. All in favor, motion carries unanimously.

Submitted by:
Carla Wirth
TimeSaver Off Site Secretarial, Inc.

From: Mike Conner [conner@csp.edu]
Sent: Thursday, June 19, 2014 3:27 PM
To: Jack Davis
Subject: RE: EDA Meeting Packet - 6/16/14

Hi Jack,

Please consider this email message as my intentions to resign from the EDA, effective immediately. I have enjoyed serving and look forward to an upcoming early morning visit over a cup of coffee.

Mike

From: Jack Davis [mailto:jack.davis@ci.east-bethel.mn.us]
Sent: Thursday, June 19, 2014 10:36 AM
To: Mike Conner
Cc: Colleen Winter
Subject: RE: EDA Meeting Packet - 6/16/14

Mike,

I thank you for being upfront and forthright on this matter. As per our conversation, if your intent is to resign , could you respond to that affect. If you have other plans, please let me know. In either case, I respect your decision and appreciate your dedication and service to the City. As always, I'm available any morning for any type of discussion. Best of wishes for you and we will stay in contact. Thanks for all the guidance you have provided and everything you have done to assist me.

Jack Davis
City Administrator
City of East Bethel
2241 221st Avenue NE
East Bethel, MN 55011
Direct - 763-367-7850
Fax - 763-434-9578
jack.davis@ci.east-bethel.mn

From: Mike Conner [mailto:conner@csp.edu]
Sent: Monday, June 16, 2014 9:51 AM
To: Jack Davis; Colleen Winter; Dan Butler
Subject: RE: EDA Meeting Packet - 6/16/14

Good morning,

I am embarrassed a little because tonight's meeting is another EDA meeting I cannot attend. Tonight I must be in Edina for a get together with colleagues from Concordia University.

Perhaps it is time for me to vacate my position on the EDA because of my continuing difficulty in attending the monthly meetings. The Monday evening meetings have been a problem for me from the start because of my work demands. Now I have some additional work issues that prompts me to consider resigning because of my inability all too often to attend the meetings. There is almost no doubt in my mind that I will not be able to attend the monthly meetings this fall because of the conference schedule.

I welcome your thoughts.

Mike

From: Carrie Frost [mailto:carrie.frost@ci.east-bethel.mn.us]
Sent: Friday, June 13, 2014 2:45 PM
To: brbezanson@aol.com; Dan Butler (djb@midco.net); Heidi Moegerle; John Landwehr; Lux, Julie; Michael Conner (conner@csp.edu); Robert H. DeRocheJr
Cc: Jill Anderson; Colleen Winter; Jack Davis
Subject: EDA Meeting Packet - 6/16/14

Hello –

I've attached a PDF copy of the materials for next Monday's meeting.

Alternatively, you can view the entire packet on the City website:
<http://www.ci.east-bethel.mn.us/Archive.aspx?ADID=1323>

Please feel free to contact me if you have any problems with the file.

Have a great weekend!

Carrie Frost
Community Development Dept. - City Hall

City of East Bethel

2241 - 221st Ave NE
East Bethel, MN 55011
Tel: (763) 367-7856
Fax: (763) 434-9578
Web: www.ci.east-bethel.mn.us

**CITY OF EAST BETHEL
EAST BETHEL, MINNESOTA**

RESOLUTION NO. 2014-19

**RESOLUTION ACKNOWLEDGING THE DONATION FROM
HAKANSON ANDERSON**

WHEREAS, the City of East Bethel has received a donation of eight Minnesota Twins Tickets valued at \$296.00 from Hakanson Anderson to be used towards the Family Fun Night scheduled for Friday, July 18, 2014.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the City Council of the City of East Bethel acknowledges and accepts the Minnesota Twins Tickets valued at \$296.00 from Hakanson Anderson.

BE IT FURTHER RESOLVED THAT: the City Council of the City of East Bethel expresses its thanks and appreciation to Hakanson Anderson for the Minnesota Twins Tickets for Family Fun Night.

Adopted this 2nd day of July, 2014 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Robert H. DeRoche, Mayor

ATTEST:

Jack Davis, City Administrator



City of East Bethel City Council Agenda Information

Date:

July 2, 2014

Agenda Item Number:

Item 7.0 A.1

Agenda Item:

Interim Use Permit for Verizon Cell Tower

Requested Action:

Consider granting an Interim Use Permit (IUP) for a cell phone tower adjacent to East Bethel Public Works Building

Background Information:

Applicant:

Verizon Wireless
10801 Bush Lake Rd
Bloomington, MN 55435

Property Owner/Location:

City of East Bethel
2375 221st Ave NE
East Bethel, MN 55011
PIN 04-33-23-43-0001

Verizon is proposing to locate a cellular transmission tower along Hwy. 65 between 221st Ave and 237th Ave and is requesting approval of IUP for this purpose on City property just southwest of the Public Works Building. Per our Ordinance, Telecommunications Facilities, Appendix A, Section 16, the following locations are identified by the city in order of priority as to the placement of telecommunications towers:

1. Antennas located upon public lands or structures, i.e., water towers and public facilities.
2. Co-location on existing antenna support structures.
3. Within the easement of high power overhead transmission lines (69 KV or greater).
4. Central business (B-2), highway business (B-3), and light industrial (I) districts within one-fourth mile of Trunk Highway 65.

City Staff has conducted discussions with Verizon regarding a proposed location southwest of and on the site of the Public Works Building. The proposed lease site would be 100'x55' and within this area would the gravel access pad, 190' monopole tower and the equipment shelter, enclosed by a 6' chain link fence. The location of the facility at this site would not interfere with any activities of the Public Works Department.

This proposal was presented to the Parks Commission at their April 8, 2014 meeting. The Parks Commission was not in favor of locating the facility in either Booster West or East Parks and recommended that if the proposal should move forward the Commission would prefer it be located adjacent to the southwest corner of the Public Works Building.

The location would be preferable due to the following:

- Existing vegetation provides screening for the base of the tower and shelter building
- There would be no disturbance to any Park facilities
- The nearest residence is 670' and is screened by the 30-40' pine and spruce trees along the eastern edge of Fire Station # 2/Public Works Building
- The view of the tower from the residences on Vermillion Street would be screened by the tree line along the eastern edge of Booster East Park
- This site would appear to have least impact on residential areas within Verizon's footprint of service.

This site was considered and approved as a location for the facility by City Council on June 4, 2014 with final approval contingent on an executed lease agreement between the City and Verizon and the approval of an IUP for this site. It is anticipated that the lease agreement can be presented to City Council at July 16, 2014 meeting.

The Planning Commission approved conducted a Public Hearing on this matter on June 24, 2014 and there was no one that spoke against approving the IUP.

Attachments:

- Attachment #1 – Draft Lease Agreement
- Attachment #2 – Coverage Objective
- Attachment #3 – Site Location Map

Fiscal Impact:

The anticipated lease revenue from this tower would be \$24,000 per year, increasing by 3% on an annual basis with the potential for additional revenue from future carriers co-locating on the tower.

Recommendation(s):

Planning Commission recommends that the City Council approve the IUP for a Verizon cell tower location, subject to the following conditions:

1. The lessee shall be required to execute a Lease Agreement in which the terms will be finalized and approved by City Council prior to any work or installation of the facility on the property.
2. Terms of the IUP shall include compliance with state and local building codes; written approval from the Building Department, compliance with permitting requirements; and documentation to support that the proposed site can withstand the facility.
3. The leased space must be secured with a minimum of a 6 foot chain-linked fence and the fencing must be installed within 30 days around the legally described lease space.
4. The IUP shall remain in compliance with all local ordinances.
5. The term of the IUP shall be described in the lease agreement.
6. The lessee shall be in compliance with the lease agreement at all times. A breach of any terms or condition of the lease will be grounds for termination.
7. Lessee must provide the City with required federal and state licenses and/or permits.
8. The tower shall not exceed a height of 199 feet.
9. The tower shall be removed within 90 days of the expiration of the IUP. After the facility has been removed, the site shall be restored to its original condition.
10. The parcel will continue to be zoned appropriately such that the tower is permitted as an interim use during the period of this IUP.

- 11. The Applicant shall provide an escrow of \$300.00 for the enforcement of the IUP and site restoration.
- 12. All comments from the City Engineer shall be met to his satisfaction.
- 13. All comments from the City Attorney shall be met to his satisfaction.
- 14. IUP shall expire three (3) years from approval date.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

w/o leagl

SITE LEASE AGREEMENT

FOR

**CITY OF EAST BETHEL, MINNESOTA
2241-221st Ave N.E.**

(Site #_)

WITH

VERIZON WIRELESS, LLC

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ATTACHMENTS:

Exhibit A	Landlord's Property Legal Description
Exhibit B	Leased Premise Legal Description
Exhibit C	Plans and Specifications
Exhibit D	Memorandum of Lease

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease"), made this ___ day of _____, 2014 ("Effective Date") between City of East Bethel ("Landlord"), and Verizon Wireless, LLC a limited liability company organized and existing under the laws of Delaware ("Tenant"), with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Lessee").

For good and valuable consideration, the parties agree as follows:

1. **Leased Premises.** Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of Landlord's property, containing approximately ___ square feet, including the non-exclusive access to the air space above such ground space for the placement of Tenant's monopole, radio cabinets and/or equipment shelter, located at 2241-221st Avenue N.E., City of EAST BETHEL, County of Anoka, State of Minnesota, legally described in Exhibit A attached hereto, subject to any and all existing easements ("Landlord's Property") together with non-exclusive easements for utility lines, cable lines, and non-exclusive ingress and egress for necessary vehicle and pedestrian access. The area on the Structure where the Antenna Facilities are located, the ground space, the non-exclusive ingress and egress easement and the utility easements are collectively referred to herein as the "Leased Premises", and is more particularly shown in Exhibit B attached hereto. The same will consist of the following:

Transmission lines and mounting and grounding hardware.

A concrete pad and a communications equipment shelter ("Communications Equipment Shelter") containing, without limitation, telecommunication equipment consisting of base stations(s), wireless communication equipment, switch(es), power supply(ies), battery(ies), and accessories.

An emergency generator shall be located within the Communications Equipment Shelter, adjacent to the Communications Equipment Shelter, or within a separate shelter adjacent to the Communication Equipment Shelter. The fuel for the generator (gasoline, diesel, butane, propane, LPG or other) shall be located inside the shelter(s) unless otherwise dictated by applicable building codes, state and federal law.

2. **Rent.**

(a) **Amount, Adjustments.** As consideration for this Lease, commencing in the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant shall pay Landlord an annual rent in the amount of \$24,000.00 (the "Rent") for the initial year, which shall be increased each year on January 1, by three

percent (3%) of the previous year's annualized Rent.

(b) Time of Payment. The annual Rent shall be payable by Tenant in advance on or before January 1 of each year. For the first year, the Rent shall be prorated through December 31 and shall be paid to Landlord in full within forty-five (45) days after the Rent Commencement Date. If the Tenant does not meet the requirements referenced in Subparagraph 3(a) below within sixty (60) days following the Effective Date, Landlord shall refund the Tenant any Rent payment made, and this Lease shall terminate.

c) Taxes. Taxes. Lessee shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which Lessor demonstrates is the result of Lessee's use of the Leased Premises and/or the installation, maintenance, and operation of the Lessee's improvements, and any sales tax imposed on the rent (except to the extent that Lessee is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which Lessor demonstrates arises from the Lessee's improvements and/or Lessee's use of the Premises. Lessee shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the Lessee at the Property. Notwithstanding the foregoing, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Under no circumstances shall Lessee allow the land to forfeit to the State for non-payment of taxes.

Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Lessee is wholly or partly responsible for payment. Lessor shall reasonably allow Lessee at Lessee's expense to file, prosecute and perfect any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, or other similar document. In the event that as a result of any appeal or challenge by Lessee, there is a reduction, credit or repayment received by the Lessor for any taxes previously paid by Lessee, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment.

3. Governmental Approval Contingency.

(a) Tenant Application. Tenant's right to use the Leased Premises is expressly made contingent upon the suitability of the Leased Premises and Landlord's Property for Tenant's Permitted Use and upon its obtaining, at its own expense, all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. This shall include the engineering study specified in Subparagraph 3(b) below on the Structure to be conducted at Tenant's expense. Landlord shall cooperate with Tenant in its efforts to obtain and retain such approvals and shall take no action which

would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities at its own expense.

(b) Interference and Structural Study. Within thirty (30) days following the Effective Date, Tenant must deposit an amount of Three Thousand Dollars (\$3,000.00) with the Landlord to pay for the reasonable cost of the following: (i) a radio frequency interference study carried out by an independent and qualified professional retained by the Landlord showing that Tenant's intended use will not interfere with any existing communications facilities on Landlord's Property, (ii) an engineering study carried out by an independent and qualified professional retained by the Landlord showing that the Structure is able to support the Antenna Facilities, as defined in Subparagraph 5(b), without prejudice to Landlord's use of the Structure, (iii) legal fees directly incurred by the Landlord in association of the Antenna Facilities installation. Landlord may apply the deposit against any or all of the expenses incurred in the studies and expenses specified above in (i), (ii) and (iii) and will remit any excess funds to Tenant. If either study finds that there is a potential for interference that cannot be reasonably remedied or the Structure cannot reasonably accommodate the Antenna Facilities, Landlord may terminate this Lease immediately and refund the initial Rent to Tenant.

(c) Non-approval. In the event that any application necessary under Subparagraph 3(a) above is finally rejected or any certificate, permit, license, or approval issued to Tenant is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant, in its sole discretion, will be unable to use the Leased Premises for its intended purposes, Tenant shall have the right to terminate this Lease and be reimbursed for any Rent payment made. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing as provided in Section 21 below. Except as required under Subparagraph 13(d) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.

4. Term and Renewals. The "Initial Term" of this Lease shall commence on the Effective Date and end on December 31 of the fifth calendar year of the Lease. Subject to the terms and conditions of this Lease, Tenant shall have the right to extend this Lease for four (4) additional five (5) year renewal periods ("Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term. This Lease shall be automatically renewed for each successive Renewal Term unless Tenant sends written notice of non-renewal to Landlord no later than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, such notice to be provided in accordance with Paragraph 21 of this Lease. If, at least ninety (90) days prior to the end of the final Renewal Term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Lease end at the expiration of the final Renewal Term, then upon the final Renewal Term, this Lease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("Annual Term") until terminated by either party by giving to the

other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the final Renewal Term. The Initial Term, any Renewal Terms and any Annual Terms are collectively referred to as the "Term."

5. **Tenant's Use**

(a) **User Priority**. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:

1. Landlord;
2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the Landlord;
3. Other governmental agencies where use is not related to public safety;
4. Tenant; and
5. Other government-regulated entities whose antennae offer a service to the general public for a fee, in a manner similar to a public utility, such as long distance and cellular telephone, not including radio or television broadcasters.

(b) **Purposes**. Tenant may use the Leased Premises for the transmission and reception of its communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure (monopole), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Leased Premises (collectively, the "Antenna Facilities"); Tenant further has the right but not the obligation to add, modify and/or replace Antenna Facilities equipment with Landlord's consent, which shall not be unreasonably withheld, in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). If Exhibit B or Exhibit C includes drawings of the initial installation of the Antenna Facilities, Landlord's execution of this Lease will signify Landlord's approval of Exhibits B and C. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property") as may reasonably be required during construction and installation of the Antenna Facilities. Tenant shall be liable for any damage it causes to the Surrounding Property or persons or property thereon during the ninety (90) days following the start of construction and shall return the Surrounding to its original condition. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the

equipment shelter or cabinet and communication lines from Landlord's Property's main entry point to the equipment shelter or cabinet ("Tenant Changes"). Tenant has the right to perform routine maintenance, repairs, replacements, and upgrades as necessary. Tenant Changes include the right to construct a fence around the Leased Premises at Tenant's expense. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating the Antenna Facilities and uses incidental thereto. Tenant's use of the Structure shall be non-exclusive, and Landlord specifically reserves the right to allow the Landlord's Property to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Landlord's Property. Tenant shall comply with all laws, orders, rules, ordinances, statutes and regulations of local, state and federal government agencies ("Laws") applicable to Tenant's use of the Antenna Facilities on Landlord's Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of Landlord's Property, the Structure and any improvements on Landlord's Property.

(c) Construction. Tenant may erect and operate an antenna array for its business purposes of with up to ____ (?) antennas in accordance with its approved construction drawings attached as Exhibit C and associated cables, appurtenances and accessory building or cabinets. Tenant may not increase the number of antennas beyond ____ (?) without first securing the approval of Landlord by written amendment to this Lease. **Tenant shall also construct its facilities so as to have the capability of adding not less than 5 additional antenna from non-affiliated users in the future**

(d) Operation. Tenant shall have the right, at its sole cost and expense, to operate and maintain the Antenna Facilities on the Leased Premises in accordance with good engineering practices, with all applicable FCC rules and regulations. Tenant's installation of all Antenna Facilities shall be done according to plans attached hereto as Exhibit C. Any damage done to the Leased Premises or other Landlord property including the Structure during installation or during operations, shall be repaired at Tenant's expense within 30 days after notification of damage. The Antenna Facilities shall remain the exclusive property of the Tenant, unless otherwise provided in this Lease.

(e) Maintenance, Improvement Expenses. All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements, including antenna, facilities and equipment, shall be maintained in a good state of repair and secured by Tenant.

Tenant shall pay for the evaluation and review of any plans to improve or modify their equipment on the Leased Premises pursuant to Section 5 (c) (i), by an outside consultant selected by the City of EAST BETHEL. Tenant shall pay any additional legal fees incurred by the City of EAST BETHEL in review of the Lease. Tenant shall pay for construction over-sight and inspection by an outside consultant selected by the City of EAST BETHEL. A deposit of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) shall be collected at the time of submittal of the plans and may be used by the City to pay these costs. An additional deposit of Five Thousand and no/100 Dollars

(\$5,000.00) shall be made prior to start of construction to apply to construction and inspection costs. Upon final installation completion to City of EAST BETHEL standards, any unused moneys or additional costs shall be adjusted and paid to the Landlord or returned to the Tenant within 45 days.

(f) Replacements. Before the Tenant may update or replace the Antenna Facilities or related equipment provided that Tenant may not make significant external changes to any equipment on the Leased Premises without the prior written consent of Landlord. Tenant shall submit to Landlord a detailed proposal for any such replacement facilities on the Structure together with any other information reasonably requested by Landlord regarding such requested update or replacement, including but not limited to a technical study, all of which will be carried out at Tenant's expense. Landlord may not unreasonably withhold approval.

(g) Drawings. Tenant shall provide Landlord with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all Antenna Facilities. These drawings shall become Exhibit C to this Lease.

(h) No Interference. Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner reasonably suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not unreasonably interfere with the operations of any prior tenant using the Structure and shall not interfere with the working use of the water storage facilities thereon or to be placed thereon by Landlord.

(i) Access. Tenant, at all times during this Lease, shall have access to the Leased Premises in order to install, operate, and maintain its Antenna Facilities.

Section I. Notification

1. The Tenant shall notify the Landlord of ALL Tenant/subcontractor entries to the Leased Premises.
2. For non-emergency access, the Tenant shall notify the Landlord a minimum of two business days prior to any entry.
3. If Tenant entry becomes necessary for unscheduled or emergency repairs outside of normal working hours, the Tenant shall notify the Landlord by calling the City of EAST BETHEL After Hours phone provided in Section II below.
4. Tenant employees/subcontractors shall notify the Landlord immediately prior to site entry by calling Landlord at the number provided in Section II below.

Section II. Notification Phone Number.

1. **XXX-XXX-XXXX**
2. Phone number updates will be provided per section 21

Section III. Tenant Employee/Subcontractor Access

1. Tenant shall have access to the site at all times during the Term of this Lease.
 - a. The Tenant shall reimburse the Landlord for any expenses incurred by the Landlord while providing access to Tenant employees.
 - i. Current City of EAST BETHEL labor and equipment rates will apply.
2. The Landlord will provide to the Tenant the following:
 - a. Two keys
 - i. The keys shall remain in the possession of the Tenant.
 - ii. Tenant shall not provide keys to sub-contractors without prior authorization of the Landlord.
 - iii. Tenant and Subcontractors shall not make duplicate keys.
 - b. One unique ID and password for logging in to the City's security system if required for the Leased Premises.
3. Tenant employees shall sign in and out on a log sheet provided by the Landlord.
4. Tenant shall provide to the Landlord a list of employees authorized to enter the site.
 - a. Tenant must update the employee list annually.
 - b. The list is due to the Landlord by January 1 of each year of this contract.
5. Tenant represents that its employees are subject to a comprehensive background check, including a National Sex Offender search and Government Watch List searches and a five panel drug screen. Tenant further represents that its contractors are required by contract to require the same of its employees.

Section IV. Landlord access to Tenant designated area.

1. Landlord reserves the right to enter the Leased Premises at any time upon at least three (3) business days' notice to Tenant.

Section V. Failure to Comply

1. Tenant shall be responsible for following all contact, entry and exit protocol. Failure to adhere to these security items shall incur additional costs to the Tenant and may result in penalties, further restrictions on access or termination of the Lease pursuant to Section 13(a)(i) hereof. Violating these security measures are considered a direct threat to the integrity of the City of EAST BETHEL drinking water supply. All costs for contact, supervised entries, and any failure to properly maintain security shall be directly assessed to the Tenant. Failure to pay these costs within 30 days of billing shall be deemed a default under the Lease.

2. Failure of the Tenant to comply with the items identified in this Section may result in the termination of the contract per Section 13 (a) (i).

Tenant shall have access to the Structure only with the approval of Landlord. Tenant shall request access to the Structure two business days in advance, except in an emergency, and Landlord's approval thereof shall not be unreasonably withheld or delayed. In the event it is necessary for Tenant to have access to the Structure at some time other than the normal working hours of Landlord, Landlord may charge Tenant for any reasonable expense, including employees' wages, that Landlord may incur in providing such access to Tenant.

(j) Payment of Utilities. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.

6. **Emergency Facilities.** In the event of a declared City Emergency or a natural or man-made disaster, in order to protect the health, welfare, and safety of the community, Tenant may erect additional Antenna Facilities and install additional equipment (including a cell-on-wheels) on a temporary basis on the Leased Premises or other mutually acceptable location on Landlord's Property to assure continuation of service. Such temporary operation shall not exceed 90 days unless Tenant obtains written approval from the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.
7. **Additional Maintenance Expenses.** In the event Landlord determines that Landlord will incur additional expenses in maintaining the Leased Premises caused by Tenant's occupancy of the Leased Premises, Landlord shall provide notice to Tenant and an estimate of the estimated increased costs. If Tenant accepts those costs, Tenant shall promptly pay to Landlord such additional Landlord expenses incurred in maintaining the Leased Premises caused by Tenant's occupancy of the Leased Premises. If Tenant objects to such costs, and the parties cannot agree on an alternative way to accomplish the necessary maintenance at a lower costs, Tenant may terminate this Lease. Landlord reserves the right to perform structural or cosmetic maintenance on the Structure. Landlord shall give Tenant at least one hundred eighty (180) days' prior written notice of the intended work and the opportunity, at Landlord's cost and expense, to temporarily relocate and continue to operate its antennas, or otherwise to secure the antennas or the Antenna Facilities generally, to protect them from damage and allow Tenant's continued operation. Tenant will be permitted to install any type of temporary facility necessary to keep its Antenna Facilities operational. Any maintenance will be conducted by Landlord as diligently and expeditiously as possible. In case of an emergency, Landlord may require Tenant to remove the Antenna Facilities, and shall notify Tenant within a reasonable time. An "emergency" shall be deemed to exist in those situations which constitute an immediate threat to the health or safety of the public or immediate danger to

the Landlord's facilities or property. In the event the use of the Antenna Facilities is interrupted, Tenant may provide and maintain mobile cellular sites on wheels on Landlord's Property only after such temporary facilities have been approved by Landlord, on land owned or controlled by Landlord in the immediate area of Landlord's Property. Tenant further agrees that the Landlord is not responsible for transmission lines during routine maintenance. Tenant may, at Tenant's own expense, test said lines before and after maintenance.

8. **As is:** Tenant acknowledges that it has made an independent investigation of the condition of the Leased Premises and accepts the Leased Premises in an "as is, where is, and with all its faults" condition, subject to Landlord's obligations to maintain Landlord's Property and the Structure and to comply with applicable law, and no warranties or representations have been made by Landlord regarding Leased Premises, including any warranties or representations regarding the physical condition of the Leased Premises or the suitability of the Leased Premises for the Tenant's Purposes, except as expressly provided herein. Tenant shall make commercially reasonable efforts to provide Landlord with the results of these tests and reports, subject to Landlord's execution of a confidentiality agreement regarding same.
9. **Additional Buildings.** Tenant acknowledges that Landlord may permit additional buildings to be constructed on Landlord's Property. At such time as this may occur, Tenant will permit said buildings to be placed immediately adjacent to Tenant's building and will allow "attachments" to its building so as to give the appearance that all buildings are a connected facility. Said attachments will be made at no cost to Tenant and will not compromise the structural integrity of Tenant's building, the operation of the Antenna Facilities or Tenant's rights hereunder.
10. **Defense and Indemnification.**
 - (a) **General.** Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation arising directly from the installation, use, maintenance, repair or removal of the Antenna Facilities or Tenant's breach of this Lease, which may be asserted against or incurred by Landlord or for which Landlord may be, except those which arise from the negligence, willful misconduct, or other fault of the Landlord, its employees, agents, or contractors or other user of Landlord's Property or Structure. Tenant shall defend all claims arising out of its negligence in the installation, operation, use, maintenance, repair, removal, or presence of Tenant's Antenna Facilities, equipment and related facilities on the Leased Premises. To the extent permitted by applicable law, Landlord agrees to defend, indemnify and hold Tenant harmless from any and all costs (including reasonable attorney's fees) and claims of liability or loss which arise out of Landlord's use of Landlord's Property or Structure,

except those which arise from the negligence, willful misconduct, or other fault of Tenant.

(b) Hazardous Materials. Without limiting the scope of Subparagraph 10(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with, the cleanup or restoration of the Leased Premises resulting from Tenant's use of Hazardous Materials in violation of applicable law. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA.

(c) Tenant's Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises in violation of applicable law, any Hazardous Materials. The obligations of this Paragraph 10 shall survive the expiration or other termination of this Lease.

(d) Landlord's Warranty. Landlord represents that (1) that neither Landlord nor, to Landlord's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within Landlord's Property in violation of any law or regulation, and (2) that Landlord will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within Landlord's Property in violation of any law or regulation. Landlord will be solely responsible for any and all claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises associated with the Landlord's use of Hazardous Materials. To the extent permitted by applicable law, Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding, to the extent arising from subsurface or other contamination of Landlord's Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omission of Landlord during the Initial Term or any Renewal Term.

11. **Insurance**.

(a) Workers' Compensation. The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than Five Hundred Thousand and

no/100 dollars (\$500,000) Bodily Injury each accident, Five Hundred Thousand and no/100 dollars (\$500,000) Bodily injury by disease, policy limit, and Five Hundred Thousand and no/100 dollars (\$500,000) Bodily Injury by disease, each employee.

(b) General Liability. The Tenant must maintain commercial general liability coverage with limits of liability not less than One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000) each occurrence; One Million and no/100 Dollars (\$1,000,000) personal and advertising injury; and Two Million and no/100 Dollars (\$2,000,000) general aggregate, and Two Million and no/100 Dollars (\$2,000,000) products and completed operations aggregate. These limits may be satisfied by the commercial general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy is no less than the underlying comprehensive general liability coverages.

(c) Automobile Liability. The Tenant must carry Commercial Automobile Liability coverage. Coverage shall afford total liability limits in the amount of One Million and no/100 Dollars (\$1,000,000) per accident. The liability limits may be afforded under the Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverages afforded by the Umbrella Excess Policy are no less than the underlying Commercial Automobile Liability coverage.

Coverage shall be provided for Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

The Commercial Automobile Policy shall include at least statutory personal injury protection.

(d) Adjustment to Insurance Coverage Limits. The coverage limits set forth herein shall be subject to reasonable increases as mutually agreed to by Tenant and Landlord. The parties agree to reasonably cooperate with each other in determining coverage limits.

(g) Additional Insured - Certificate of Insurance. The Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A- or better) by Best Insurance Guide, authorized to do business in the state of Minnesota, which includes all coverages required in this Paragraph 11. Tenant will include Landlord as an Additional Insured on the General Liability and Commercial Automobile Liability Policies. Tenant shall provide Landlord with at least thirty (30) days' prior written notice of any required policy that is cancelled or non-renewed and is not replaced. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Lease, if any.

Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

12. **Damage or Destruction.** If the Leased Premises is destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgment, to hinder its effective use of the Antenna Facilities, Tenant may elect to terminate this Lease upon 30 days' written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to reimbursement of prepaid rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.

13. **Lease Termination.**

(a) **Events of Termination.** Except as otherwise provided herein, this Lease may be terminated upon sixty (60) days written notice to the other party as follows:

(i) by either party upon sixty (60) days prior written notice if the other party remains in default under Section 30 hereof after applicable cure periods;

(ii) by Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the

Antenna Facilities or Tenant's business;

(iii) by Tenant for cause if the Leased Premises is or becomes unacceptable for technological reasons under Tenant's Antenna Facilities, design or engineering specifications or the communications systems to which the Antenna Facilities belong;

(iv) by Landlord, upon one (1) year's prior written notice to Tenant if its City Council decides, for any reason, to redevelop the Leased Premises in a manner inconsistent with continued use of the Leased Premises by Tenant and/or discontinue use of the Structure for all purposes;

(v) by Landlord if it determines by professional engineering analysis that the Structure is structurally unsound, including, but not limited to, consideration of age of the Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source, or factors relating to condition of the Leased Premises;

(vi) by Landlord, following the expiration of the Initial Term and exercisable only one time during the Term, if it wishes to reconstruct, expand, or otherwise modify the Structure, in which event Tenant shall have the right to re-install its equipment following the completion of the reconstruction, expansion, or modification. Landlord shall provide Tenant with not less than five (5) months' prior written notice, to relocate the Antenna Facilities to such alternate location (the "Relocation Premises") on Landlord's Property; provided, however, that: (i) all reasonable costs and expenses associated with or arising out of such relocation (including costs associated with any required governmental approvals and/or costs for tests of the Relocation Premises) shall be paid by Landlord; (ii) such relocation will be performed exclusively by Tenant or its agents; (iii) such relocation will not unreasonably result in any interruption of the communications service of Tenant on Landlord's Property; and (iv) such relocation will not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Landlord's Property. Landlord will exercise its relocation right by delivering written notice, pursuant to the terms of this Agreement, to Tenant. In the notice, Landlord will identify the proposed Relocation Premises on Landlord's Property to which Tenant may relocate the Antenna Facilities. Landlord and Tenant hereby agree that a survey (prepared at the sole cost and expense of Landlord) of the Relocation Premises (including the access and utility easements) will supplement Exhibit B hereto and become a part hereof, and the Relocation Premises shall be considered the Leased Premises for all purposes hereunder; or

(vii) by Landlord if it determines that a potential user with a higher priority under Subparagraph 4(a) above cannot find another adequate location, or the Antenna Facilities unreasonably interferes with another user with a higher priority, regardless of whether or not such interference was predicted in the initial interference study that was part of the application process, provided that, Landlord shall not, at any time over the

balance of the then existing Term and all unexpired Renewal Terms, lease the Leased Premises to another party with equal or lesser priority for the same use as that of Tenant, unless such other party would not cause or contribute to the type of interference giving rise to the Antenna Facilities' interference with a higher priority.

- (b) **Notice of Termination.** The parties shall give notice of termination in writing as provided in Section 21 hereof. Such notice shall be effective upon receipt as evidenced by the return receipt, or such later date as stated in the notice. All Rent paid for the Lease prior to said termination date shall be retained by Landlord, but Landlord shall reimburse Tenant for periods following the effective date of termination.

(c) **Tenant's Liability for Early Termination.** If Tenant terminates this Lease other than of right as provided in this Lease, Tenant shall pay to Landlord as liquidated damages for early termination, 150% of the annual rent for the year in which Tenant terminates, unless Tenant terminates during the last year of any Term under Paragraph 3 and Tenant has paid the annual Rent for that year.

(d) **Site Restoration.** In the event that this Lease is terminated or not renewed, Tenant shall have 90 days from the termination or expiration date to remove its Antenna Facilities, and related equipment from the Leased Premises, repair the site and restore the surface of the Structure. In the event that the Antenna Facilities and related equipment are not removed, they shall be deemed abandoned and become the property of the Landlord and Tenant shall have no further rights thereto.

If Landlord removes the Antenna Facilities or related equipment, Landlord must give written notice to Tenant at the addresses provided in Section 21, informing them that Antenna Facilities or related property have been removed and will be deemed abandoned if not claimed and the storage fees and other reasonable costs paid within thirty (30) days.

14. **Limitation of Liability.** If Landlord terminates this Lease other than as of right as provided in this Lease, or Landlord causes interruption of the business of Tenant or for any other Landlord breach of this Lease, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of equipment removal, relocation or repair and shall specifically exclude any recovery for value of the business of Tenant as a going concern, future expectation of profits, loss of business or profit or related damages to Tenant. Except for the indemnity obligations set forth in this Lease, and otherwise notwithstanding anything to the contrary in this Lease, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.
15. **Temporary Interruptions of Service.** If Landlord reasonably determines that continued operation of the Antenna Facilities would cause or contribute to an immediate threat to public security, health and/or safety (except for any issues associated with human exposure to radio frequency omissions, which is regulated by the federal government),

Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Antenna Facilities, except as may be caused by the willful misconduct of the Landlord, its employees or agents. If the discontinuance extends for a period greater than three days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion without the payment of any damages. Upon such termination, Landlord shall reimburse Tenant for pre-paid Rent on a pro-rata basis.

16. **Tenant Interference**

(a) **With Structure.** Tenant shall not interfere with Landlord's use of the Structure and agrees to cease all such actions which unreasonably and materially interfere with Landlord's use thereof no later than three business days after receipt of written notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease without the payment of any damages.

(b) **With Higher Priority Users.** If Tenant's Antenna Facilities cause impermissible interference with higher priority users as set forth in under Subparagraph 5(a) above or with pre-existing tenants, Tenant shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating its Antenna Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 30 days after Tenant received Landlord's written notice, Landlord may at its option terminate this Lease immediately without the payment of any damages.

(c) **Interference Study - New Occupants.** Upon written notice by Landlord that it has a bona fide request from any other party to lease space on Landlord's Property or Structure, Tenant agrees to provide Landlord, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational by Tenant on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies.

(d) Interference - New Occupants. Landlord agrees that it will not grant a future lease on Landlord's Property or Structure to any party who is of equal or lower priority to Tenant, if such party's use is reasonably anticipated to interfere with Tenant's operation of its Antenna Facilities. Landlord agrees further that any future lease of Landlord's Property or Structure will prohibit a user of equal or lower priority from interfering with Tenant's Antenna Facilities, will require that future lessees correct or modify any future equipment which results in technical interference problems with existing equipment and that future lessees shall be responsible for correcting interference problems which may arise with existing users. Tenant agrees to cooperate with all future lessees to correct interference problems which may arise. Landlord agrees that it will require any subsequent occupants of Landlord's Property or Structure of equal or lower priority to Tenant to provide Tenant these same assurances against interference. Landlord shall have the obligation to eliminate any interference with the operations of Tenant caused by such subsequent occupants within forty-eight (48) hours after receiving Tenant's written notice of the interference. If such interference is not eliminated, Tenant shall have the right to terminate this Lease or seek injunctive relief against the interfering occupant, at Tenant's expense. If Tenant terminates this Lease, Landlord shall reimburse Tenant for pre-paid rent on a pro-rata basis.

17. Assignment. This Lease, or rights thereunder, may not be sold, assigned, or transferred at any time by Tenant except to Tenant's Affiliate, any party that merges or consolidates with Tenant or any entity which acquires substantially all the assets of Tenant in the market as defined by the Federal Communications Commission in which the Leased Premises is located, with notice to Landlord. As to other parties, this Lease may not be sold, assigned, or transferred without the written consent of the Landlord, such consent not to be unreasonably withheld. For purposes of this paragraph, "Affiliate" means with respect to a party to this Lease, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise. Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity, which provides financing for the purchase of the equipment to be installed at the Leased Premises.
18. Condemnation. In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or

to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antenna Facilities, and leasehold improvements.

19. **Disputes.** Any claim, controversy or dispute arising out of this Lease not resolved within thirty (30) days following notice of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation and shall share equally the common costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, or if the nature of the dispute requires immediate resolution or emergency action, either party may pursue all available remedies in any court of competent jurisdiction.
20. **Enforcement and Attorneys' Fees.** In the event that either party to this Lease shall bring a claim to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees incurred as a result of such claim.
21. **Notices.** All notices hereunder must be in writing and shall be deemed validly given if delivered personally or if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord, to: City of EAST BETHEL
221st Avenue NE
EAST BETHEL, MN 55011
Attn: City Administrator

If to Tenant, to: Verizon Wireless , LLC
Attn: Network Real Estate Administration
Re: Cell Site #: East Bethel (MN)
180 Washington Valley Road

Bedminster, New Jersey 07921

Attention: Network Real Estate

22. **Quiet Enjoyment, Title, & Authority.** Each of the individuals executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such individual is

authorized to do so by requisite action of the party to this Lease. Landlord covenants and warrants to Tenant that Landlord has authority over Landlord's Property; execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreements binding on the Landlord; and Tenant's quiet enjoyment of the Leased Premises shall not be disturbed.

23. **Binding Effect.** This Lease shall run with Landlord's Property. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.
24. **Complete Lease: Amendments.** This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
25. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Minnesota.
26. **Limitation of Liability.** Nothing in the Lease shall be deemed a waiver of any limitation of liability or defenses under Minnesota Statutes Chapter 466 or any other provision of law.
27. **Severability.** If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
28. **Memorandum.** Upon request by either party, the parties agree to promptly execute and deliver a recordable Memorandum of this Lease substantially in a form attached hereto as Exhibit D, which may be recorded by the party requesting the Memorandum of Lease.
29. **Waiver of Landlord's Lien.**
 - (a) Landlord waives any lien rights it may have concerning the Antenna Facilities which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent.
 - (b) Landlord acknowledges that Tenant has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Antenna Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress.

for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

30. **Default and Right to Cure.**

(a) The following will be deemed a default by Tenant and a breach of this Lease: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Lease within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion within ninety (90) days. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law, equity, and this Lease.

(b) The following will be deemed a default by Landlord and a breach of this Lease: (i) failure to provide access to the Leased Premises within forty-eight (48) hours after receipt of written notice of such failure; or (ii) Landlord's failure to perform any other term or condition under this Lease within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion within ninety (90) days. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights and remedies available to it under law, equity, and this Lease.

31. **Waiver.** The failure of either party to this Lease to insist upon the performance of any of the terms and conditions of this Lease, or the waiver of any breach of any of the terms and conditions of this Lease, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred

32. **Casualty.** If any portion of the Landlord's Property or the Structure is damaged by any casualty and such damage adversely affects Tenant's use of Landlord's Property, this Lease shall terminate as of the date of the casualty if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty. If Landlord undertakes to rebuild or restore the Structure and Landlord's Property or if this Lease is terminated, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on Landlord's Property at a mutually agreeable location for no additional Rent until the reconstruction of the Structure is completed or until such time as Tenant is able to activate a replacement transmission facility at another location, as applicable.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD:

CITY OF EAST BETHEL, a municipal corporation

By _____ Date _____
Robert DeRoche - Its Mayor

By _____ Date _____
Jack Davis - Its City Administrator

Approving the agreement as to form

By: _____ Date _____

Print Name: _____

Its City Attorney

TENANT:

Verizon Wireless (VAW), LLC,
a Delaware limited liability company

By: _____, its Manager

By _____ Date _____

Name: _____

Its _____

STATE OF MINNESOTA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this day of _____, 20__, by _____, the Mayor and City Administrator respectively of the City of _____ on behalf of the corporation.

Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of _____, the Manager of Verizon Wireless (VAW), LLC, a Delaware limited liability company on behalf of the company.

Notary Public

Exhibit A

Landlord's Property Legal Description

All those parts of the Northwest Quarter of the Northwest Quarter (NW ¼ of NW 1/4) of Section Four (4), Township Twenty-Nine (29) North, Range Twenty (20) West, Anoka County, Minnesota, described as follows, to wit:

Commence at the Northeast corner of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of said Section Four (4); thence South along the East line of said Northwest Quarter of the Northwest Quarter (NW ¼ of NW 1/4) of Section Four (4) for Five Hundred Fifty-Five and Sixty-Two Hundredths (555.62) feet to the point of beginning of this description; thence continuing South along said East line for Six Hundred Fifty-Two (652) feet to the Southeast Corner of said Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of said Section Four (4); thence West along the South line of said Northwest Quarter of Northwest Quarter (NW 1/4 of NW 1/4) of Section Four (4) for Eight Hundred Ninety-Two and Seven Tenths (892.7) feet to a line drawn parallel and Four Hundred Twenty-Nine (429) feet East of the West line of Section Four (4); thence North and parallel with said West line of Section Four (4) for Five Hundred Fifty (550) feet; thence East and parallel with said North line of Section Four (4) for Two Hundred Four (204) feet; thence North and parallel with said West line of Section Four (4) for One Hundred and Nine Tenths (100.9) feet; thence East and parallel with said North line of Section Four (4) for Six Hundred Eight-Eight and Five Tenths (688.5) feet to the point of beginning. SUBJECT, however to easements of record to the Northern States Power Company as granted by Alvin H. Mooney, Irving A. and Jane K. Underwood and Albert Peter Klein and Mable A. Klein.

Exhibit B

Leased Premises Legal Description

DRAFT

Exhibit C

Plans and Specifications

DRAFT

Exhibit D

**FORM OF
MEMORANDUM OF AGREEMENT**

DRAFTED BY
AND RETURN TO:
Mark J. Vierling
Eckberg, Lammers, Briggs Wolff & Vierling PLLP
1809 Northwestern Ave
Stillwater MN 55082

(Space above this line for Recorder's use.)

MEMORANDUM OF SITE GROUND LEASE AGREEMENT

THIS MEMORANDUM OF SITE GROUND LEASE AGREEMENT is made this _____ day of _____, 2014, between the City of East Bethel, a Minnesota municipal corporation, with a mailing address of 2241- 221st Ave NE, East Bethel, Minnesota 55011, hereinafter referred to as (“LESSOR”), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its address for notice located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter referred to as (“LESSEE”). LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

1. LESSOR and LESSEE entered into a Site Ground Lease Agreement (the “Agreement”) on _____, 2014, for an initial term expiring on December 31, 2018 (the "Primary Term).
2. Pursuant to the Agreement, LESSOR leased to LESSEE a portion of that certain parcel of property (the entirety of LESSOR’s property is referred to hereinafter as the “Property”) located at _____, in the City of East Bethel, County of Washington, State of Minnesota and being legally described on Exhibit “A”, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, _____, to the demised premises. The demised premises and right-of-way are referred to as the “Premises.” In the event any public utility is unable to use the aforementioned right-of-way, LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.
3. This Agreement shall be effective as of the date of execution by both Parties.
4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

City of East Bethel
City Hall Verizon Tower Site

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date written herein below.

LESSOR:

City of East Bethel,
a Minnesota municipal corporation

By: _____
Robert DeRoche
Its Mayor

By: _____
Jack Davis
Its City Administrator

Date: _____

LESSEE:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: _____
Lynn Ramsey
Its: Area Vice President Network

Date: _____

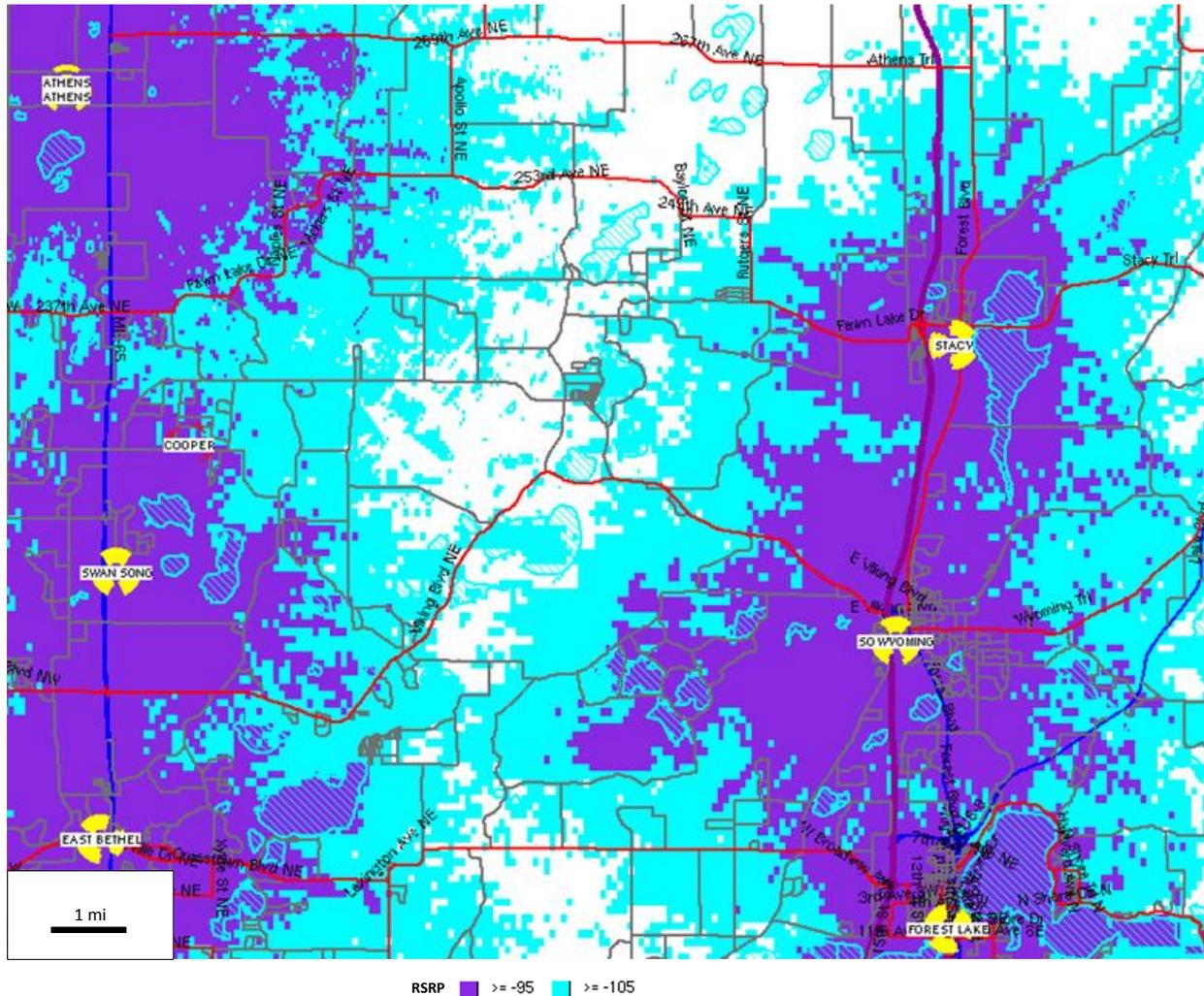


Coverage Objective and Propagation Maps of MIN Cooper
Site Jordan Alstad, RF Engineer, Verizon Wireless
5-23-2014

Coverage Objective: The objective of the proposed **MIN Cooper** cell site is to provide Verizon customers with reliable coverage in the northern part of East Bethel and surrounding communities, areas that are currently not adequately covered by existing cell sites.

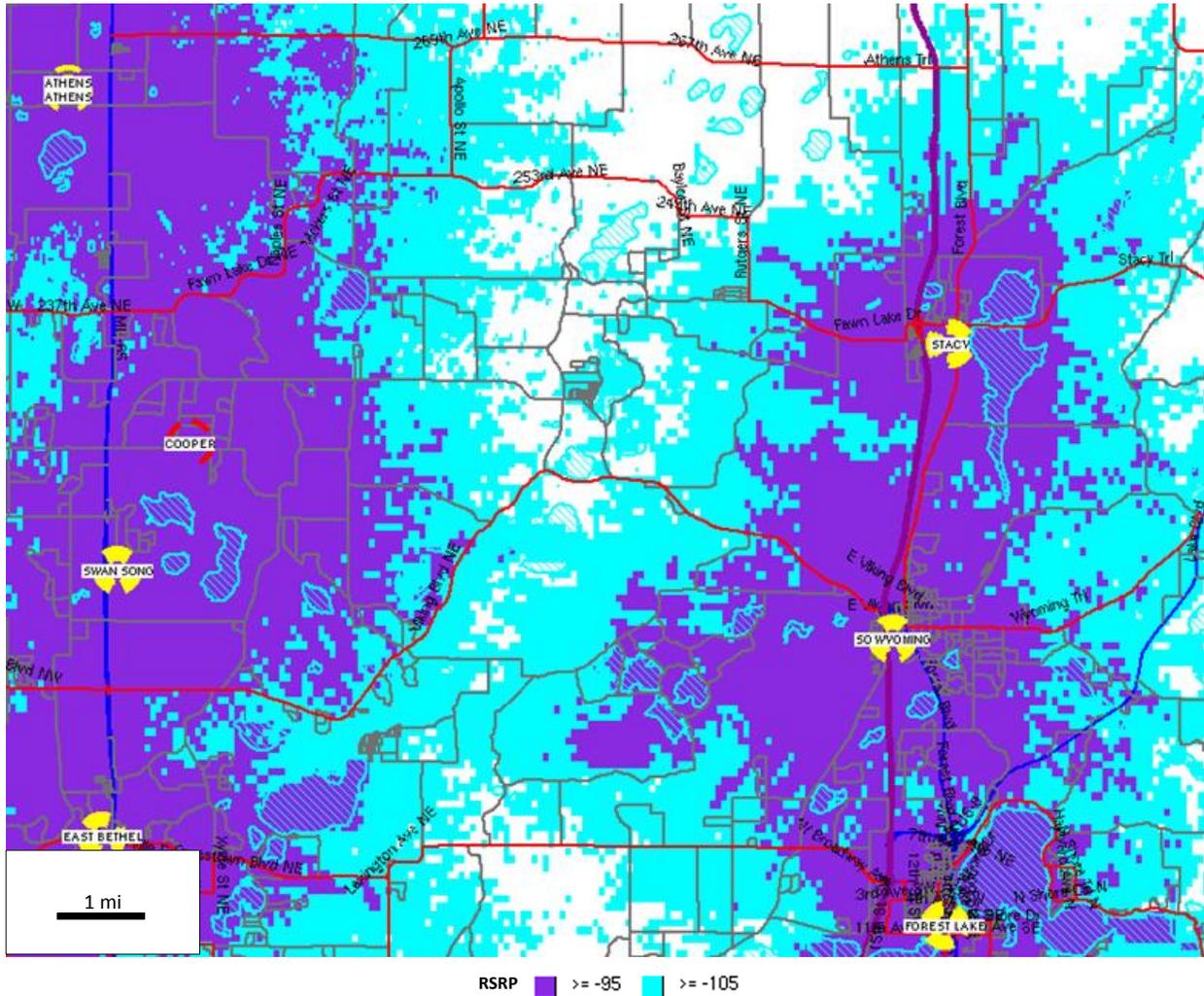
Explanation of Propagation Maps: Two maps are shown in the following pages, showing the existing and proposed RSRP coverage, respectively, in East Bethel and the surrounding area. The measured quantity, **Reference Signal Received Power (RSRP)**, is a measurement of how much power is received by a mobile device from the cell tower, which directly correlates to the reliability of the signal. A reliable level of **RSRP**, measured in dBm, is generally considered to be no less than -95 dBm. An RSRP level between -95 and -105 dBm may be reliable outdoors, but indoor coverage is likely to be unreliable and slow or terminated connections may occur. Less than -105 dBm RSRP will result in a very unreliable signal, and would generally be considered a “no coverage” area by mobile operators. The maps below show these different levels of RSRP, and demonstrate why the MIN Cooper site will greatly benefit the Verizon customers in the area.

Current RSRP Coverage in East Bethel and Surrounding Areas



Currently, in the area of East Bethel and surrounding communities, there are several large areas that have at best unreliable RSRP coverage. This is due to a relatively low density of cell sites in the area, as sites are 7-10+ miles apart. A customer traveling along Viking Blvd, for example, would have good coverage near MN-65 and I-35W (shown by the purple area on the map), but the farther away he is from either of those two highways, the more likely he would be to have a slow connection or to drop the connection entirely (as the area he is in goes from light blue to white). As the Verizon network continues to grow and reach more people, we need to add more cell sites to account from these “trouble spots”.

Proposed RSRP Coverage in East Bethel and Surrounding Areas (Including MIN Cooper site)



As can be seen from the above map, adding the effects of the MIN Cooper site, greatly reduces the size of the “trouble area” from the map above. It certainly won’t fill in the entire large area, but it will accomplish the goal of filling in the area of poor coverage (light blue area on map) with good, reliable signal (purple area), and decreasing the size of the area with very poor to no coverage (white area). The location of the site allows it to provide very good indoor signal for the more populated areas near the site, and fair-to-good signal for customers traveling along Viking Blvd.

Public works facility

VZW site location

Cemetery

74

74

221st Ave NE

221st Ave NE





City of East Bethel City Council Agenda Information

Date:

July 2, 2014

Agenda Item Number:

Item 7.0 D.1

Agenda Item:

2015-2019 Street Capital Improvement Plan (CIP)

Requested Action

Consider further discussion of the MSA portion of the 2015 Streets Capital Improvement Plan

Background Information:

At the June 18, 2014 City Council Meeting, the MSA portion of the 2015-2019 Street Capital Improvement Plan was tabled for further consideration of options for the 189th Street Project which proposed to link the Classic Commercial Park to Jackson Street as a second access to this area. Council concerns with this project were the potential for additional truck traffic on Jackson Street and safety issues on this street with pedestrians.

The need for a secondary access to this area are safety and congestions issues at the intersection of 187th Lane and Hwy. 65 and the provision of an additional means of ingress and egress for emergency responders. The 187th and Hwy. 65 intersection has been obstructed or closed on at least two occasions in the past 18 months. MnDOT 2011 traffic count numbers at this non-signalized intersection were 1,950 vpd and this number will increase as development continues within this area.

Prior to recommendation to City Council for the 189th Street Project, the Roads Commission did explore other options to access this area and found this alternative the most balanced alternative between the following proposals :

1. Extension of 185th Avenue to Hwy. 65 with a right in, right out only on Hwy. 65;
2. Extension of Ulysess or Buchanan Street directly north to connect with Viking Boulevard;
3. Extension of Buchanan Street directly south to connect with 181st Avenue; and
4. Extension of 189th Avenue directly west of Buchanan Street and then north to connect with Viking Boulevard.

These options were rejected for the following reasons:

Option 1- MnDOT has given preliminary indication that they will not approve an intersection at 185th and Hwy. 65;

Option 2- This alternative would involve construction across a half mile of wetland and flood plain and may require a traffic light with the intersection of Viking Boulevard;

Option 3 – This alternative would require routing a portion of the road through the Village Green Mobile Home Park and could involve the acquisition of portions of existing residential properties and possibly one existing home;

Option 4 – This alternative would involve the construction of an additional 0.5 miles of road and possibly the acquisition of a residential property. In addition a traffic signal may be required where this proposed street would intersect with Viking Boulevard.

Of the four above options that were rejected, only Options 1 and 4 would potentially be feasible for further consideration.

At the June 18th meeting, Council suggested that a Work Meeting be scheduled to address and consider these other options. Staff is requesting that Council set a date and time for the Work Meeting to review alternatives for a secondary access to the Classic Commercial Park Area.

Attachment(s):

1. MnDOT 2011 Traffic Counts
2. 189th Ave. Roads Commission Recommendation
3. Options 1 & 2
4. Options 3 & 4

Fiscal Impact:

To be determined

Recommendation(s):

Staff requests that Council consider scheduling a Work Meeting to discuss alternatives to the 189th Street MSA Project.

City Council Action

Motion by: _____

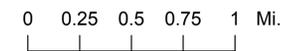
Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

2012 Publication Traffic Volumes Metro Street Series - 3H



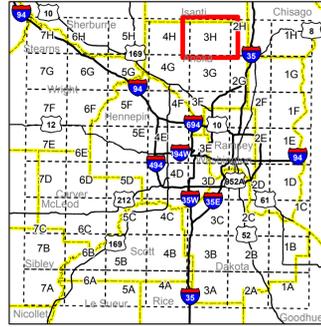
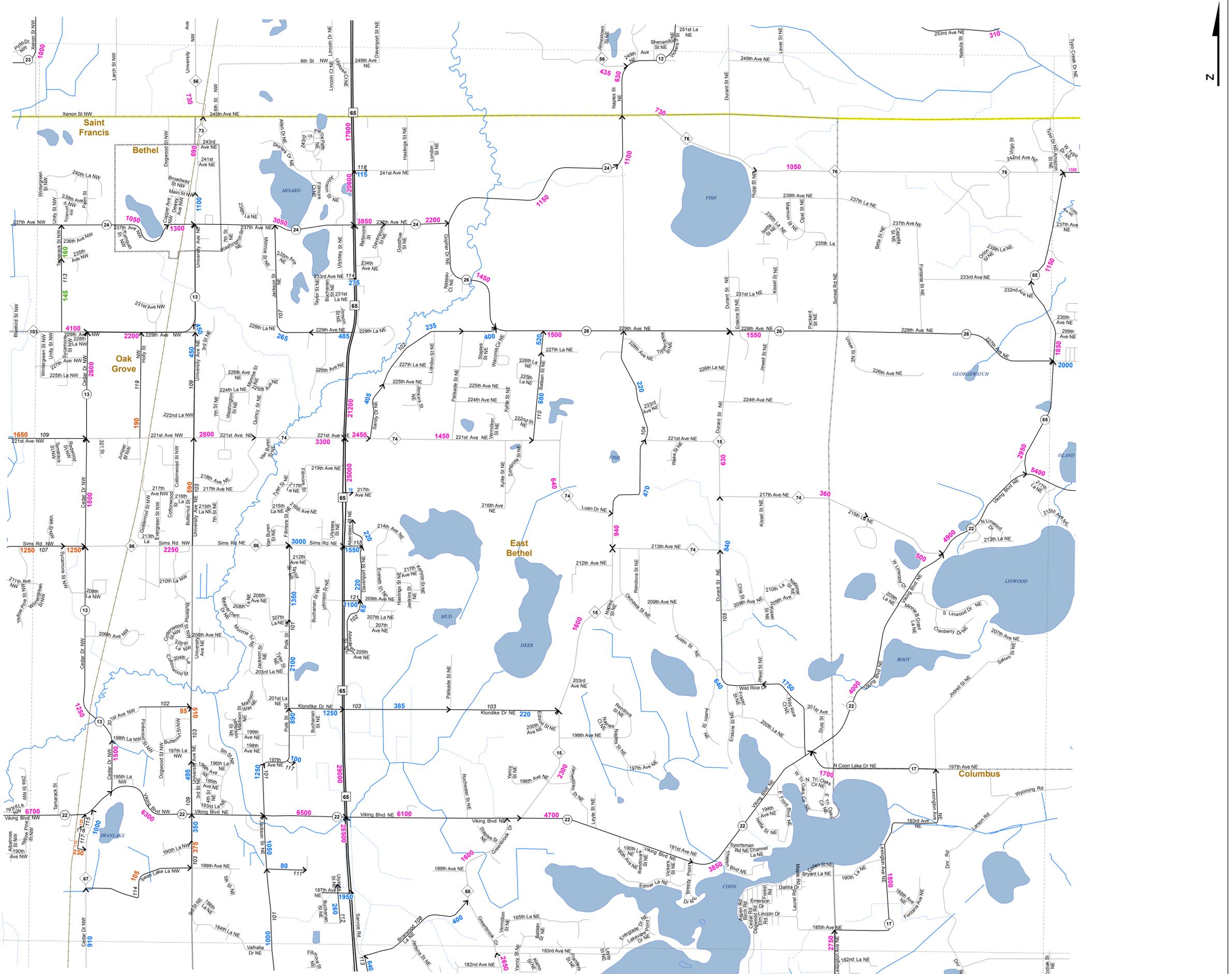
Numerals Indicate Average Annual Daily Traffic (AADT) Volumes on Designated Roads

Traffic Volumes are Subject to Variability and Construction Effects
For More Info Visit:
<http://www.dot.state.mn.us/traffic/data/colt-methods.html#cp>

Minnesota Department of Transportation
Office of Transportation Data and Analysis
Traffic Volume Program
<http://www.dot.state.mn.us/traffic/data/index.html>

MAP LEGEND

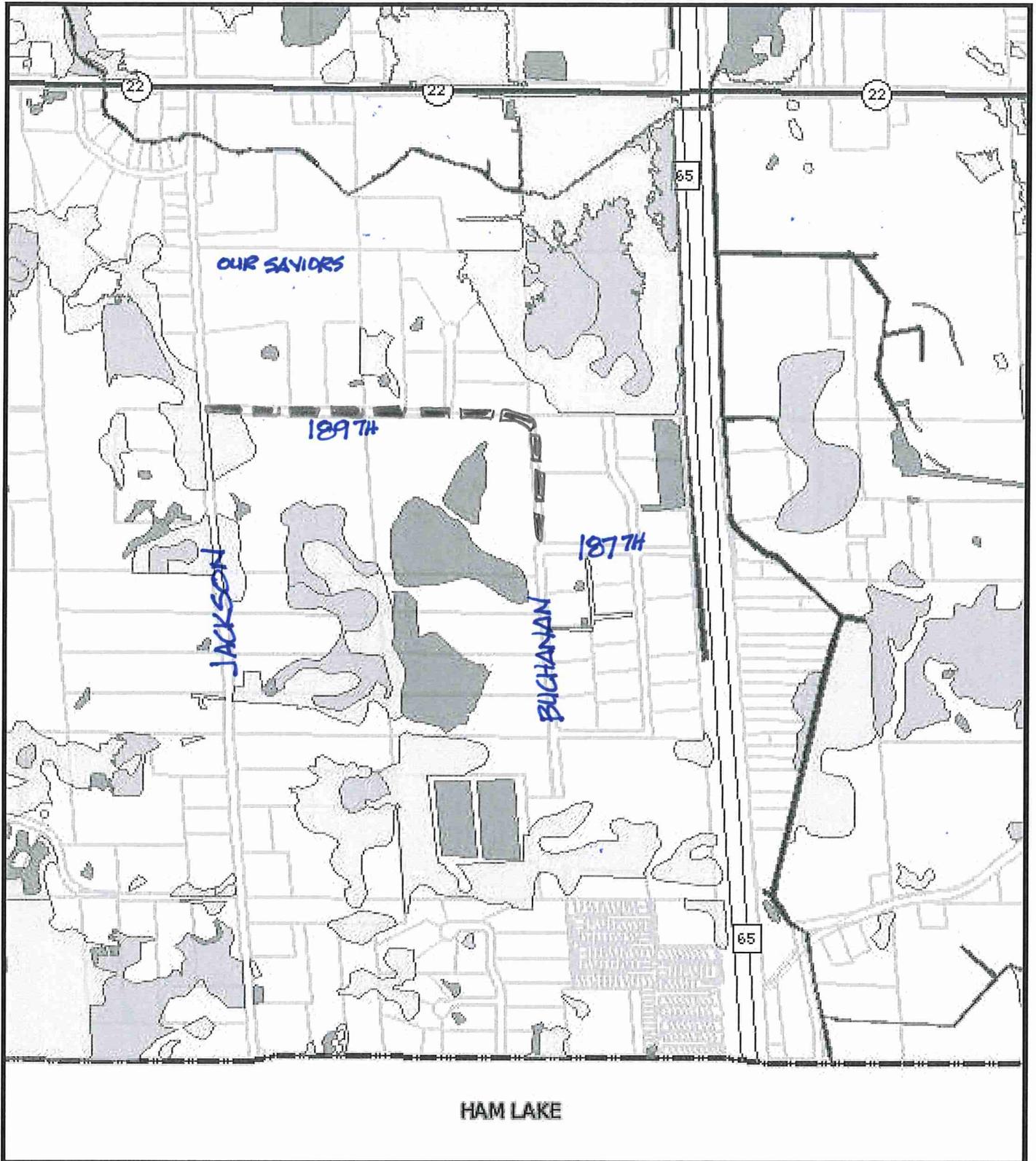
- AADT Year
 - 2012 2011
 - 2010 2009
 - 2008 and older
- Interstate
- US Highway
- MN Highway
- CSAH
- MSAS
- County Road
- Other Roads
- Railroads
- Street Series Grid
- Cities
- COUNTIES
- Lakes
- Rivers
- Perennial Streams
- Ditches
- National Forests
- National Parks
- Tribal Gov'ts
- State Forests
- State Parks



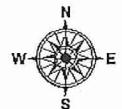
Map Source:
Minnesota Department of Transportation
Office of Transportation Data and Analysis
Traffic Volume Program
2011 AADT Product
<http://www.dot.state.mn.us/traffic/data/data-products.html>



Map - ROADS COMMISSION RECOMMENDATION

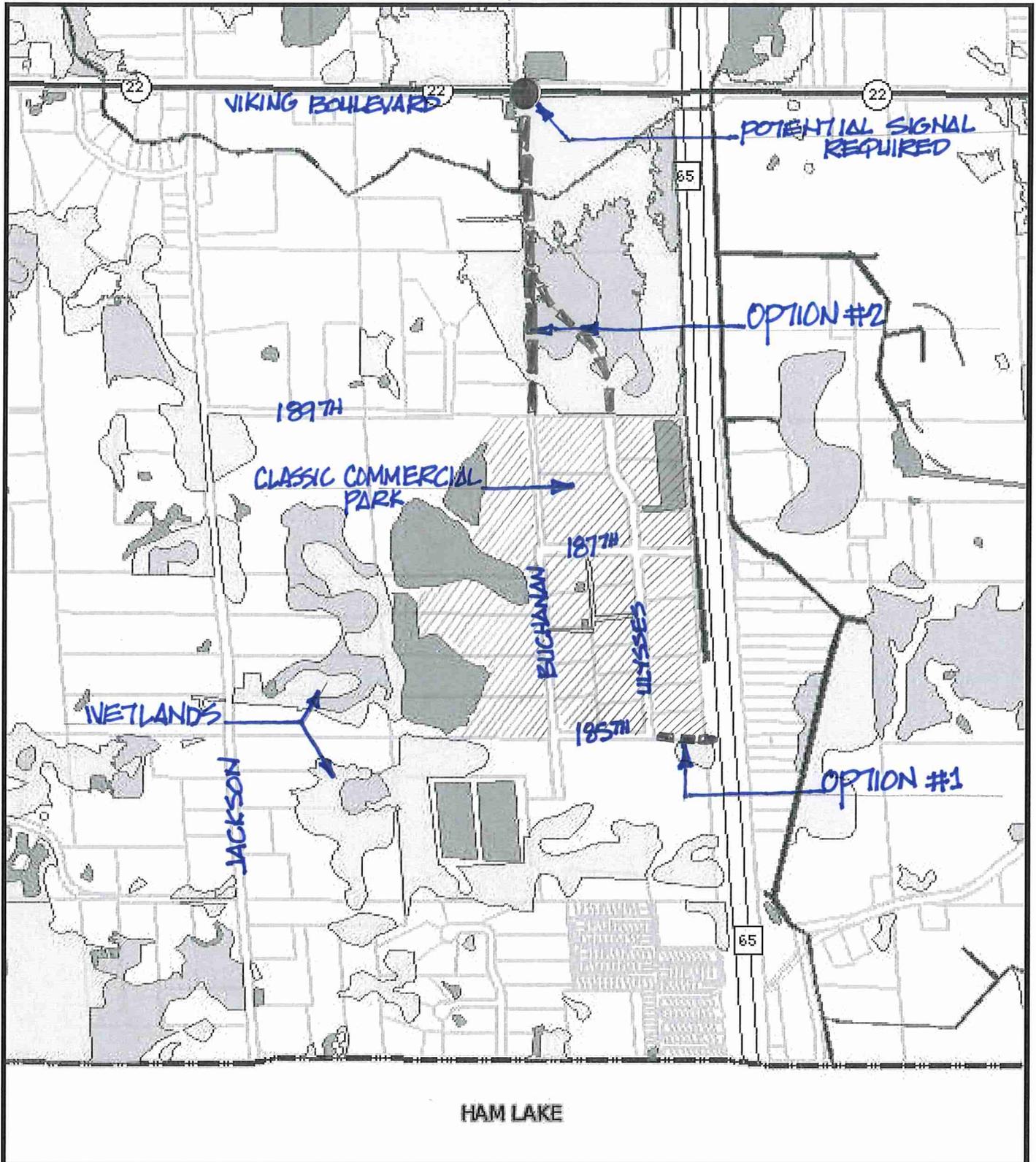


Disclaimer: Maps and documents made available to the public by the City of East Bethel are not legally recorded maps or surveys and are not intended to be used as such. The maps and documents are created as part of the Geographic Information System (GIS) that compiles records, information, and data from various city, county, state and federal resources.
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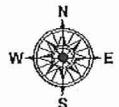




Map-OPTIONS 1&2

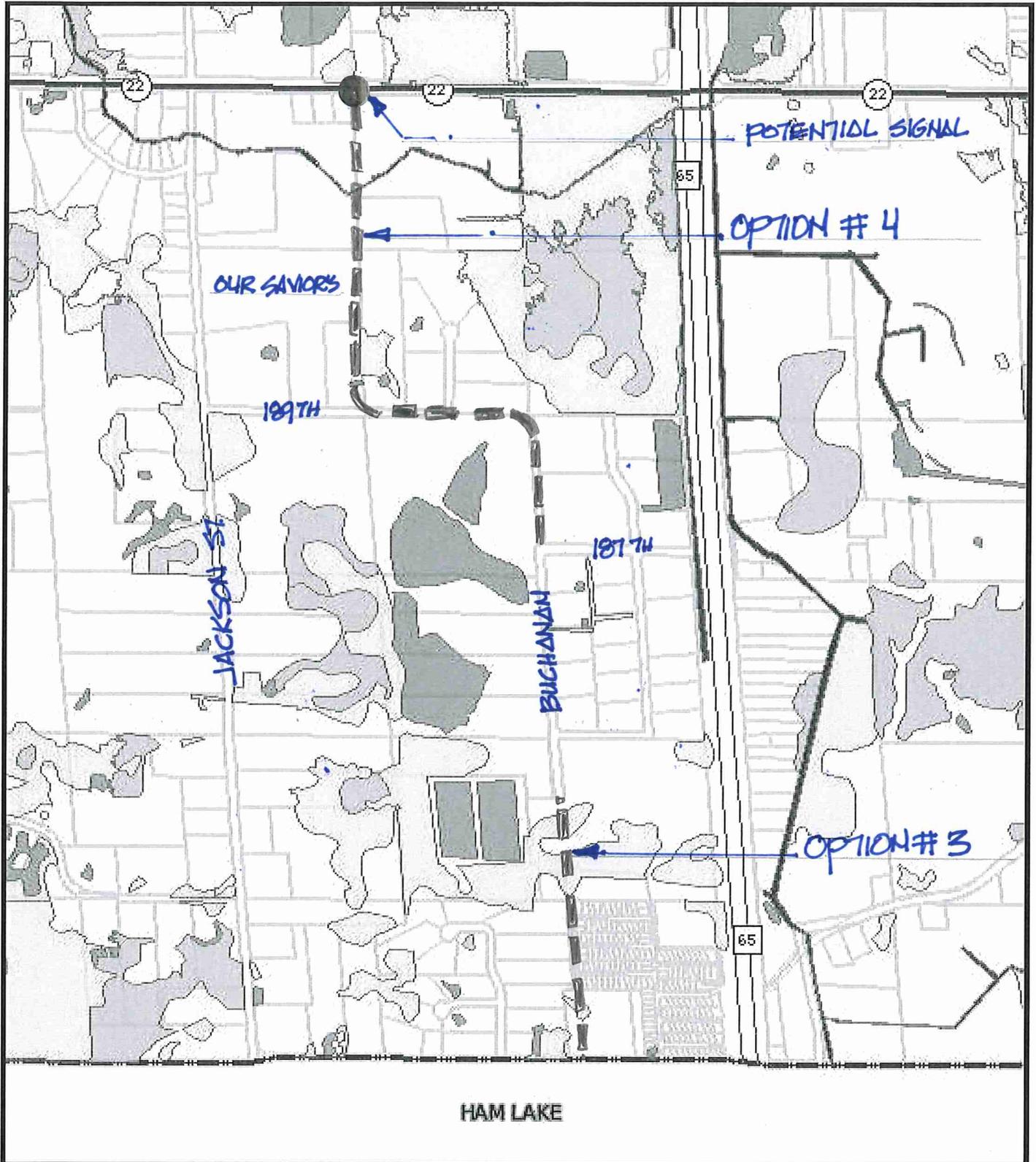


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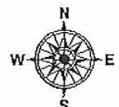




Map - OPTIONS 3 & 4



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City of East Bethel City Council Agenda Information

Date:

July 2, 2014

Agenda Item Number:

Item 8.0 B.1

Agenda Item:

Force Main Project Review

Requested Action:

Information Item Only

Background Information:

The City Engineer will review the schedule for conversion of the Castle Towers Waste Water Treatment Plant discharge to the City Force Main Project/MCES Water Reclamation Facility.

Attachment(s):

- 1. Project Schedule

Fiscal Impact:

Recommendation(s):

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

**City of East Bethel
 Castle Towers / Whispering Aspen Forcemain
 Construction Start-up Schedule**

	2014																							
	June						July																	
	23	24	25	26	27	30	1	2	3	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25
1 Finish Gravity Line Cleaning and Televising	■	■	■																					
2 Construct Lift Station No. 2 Invert and Install Pumps	■	■																						
3 Review and Correct Lift Station Leaks			■	■																				
4 Transformer Installation and Power											■	■												
5 Final Wiring and Controls												■	■	■										
6 Lift Station Startup														■										
7 Abandon Existing Lift Station															■	■								
8 Punchlist Items and Restoration						■	■	■	■	■	■	■	■	■	■	■								



City of East Bethel City Council Agenda Information

Date:

July 2, 2014

Agenda Item Number:

Item 8.0 D.1

Agenda Item:

Resolution 2014-20 Permanent Fund Transfer

Requested Action:

Consider adopting Resolution 2014-20 Permanent Transfer of Funds

Background Information:

In 2010 the City of East Bethel provided a loan of \$240,000 (Resolution 2010-074) from the Equipment Replacement Fund to the 2010A and 2014A bond funds of \$150,361.32 and \$89,638.68, respectively. It is very unlikely that this loan amount will ever be repaid from future utility revenues as was originally proposed.

City staff is requesting that this loan be replaced with a permanent fund transfer of the same amount between the two funds. This means that the loan would be transferred back to the Equipment Replacement Fund and then a permanent one time transfer from the Equipment Replacement Fund would be made to the bond funds. This would clean up an accounting item, write off a bad loan and remove it from our books.

Fiscal Impact:

The remaining balance in the Equipment Replacement Fund would be \$1,423,381 if the transfer is approved.

Recommendation(s):

Staff recommends Council consider the adoption of Resolution 2014-20 Permanent Transfer of Funds.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

**CITY OF EAST BETHEL
EAST BETHEL, MINNESOTA**

RESOLUTION NO. 2014-20

RESOLUTION AUTHORIZING A PERMANENT FUND TRANSFER

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

Whereas in 2010 the City of East Bethel set up a loan of \$240,000 (Resolution 2010-074) from the Equipment Replacement fund to the 2010A and 2014A bond fund of \$150,361.32 and \$89,638.68, respectively.

Whereas this loan amount will most likely never be paid back from future utility revenues as originally proposed.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: The City hereby authorizes the Finance Director to dissolve this loan and make a one time permanent fund transfer of \$240,000 from the Equipment Replacement fund to the 2010A debt service fund (\$150,361.32) and 2014A bond fund (\$89,638.68).

Effective Date. This resolution is effective upon the date of its approval.

Adopted this 2nd day of July, 2014 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Bob DeRoche, Mayor

ATTEST:

Jack Davis, City Administrator

**CITY OF EAST BETHEL
EAST BETHEL, MINNESOTA**

RESOLUTION NO. 2010-74

RESOLUTION PROVIDING FOR AN INTER-FUND LOAN

WHEREAS, the Recovery Zone Economic Development (RZED) bonds and Build America Bonds (BAB's) sold on November 17, 2010 have a specific limitation on the amount that can be paid from bond proceeds for the Cost of Issuance; and

WHEREAS, the limit is 2% of the gross amount of the bonds; and

WHEREAS, \$351,300 was provided for in the bond issue for these costs; and

WHEREAS, these funds are used to pay the cost of fiscal consulting services, legal opinion, bond rating, underwriters fees and related costs; and

WHEREAS, the amount provided for in the bond proceeds is \$240,000 less than the amount necessary to fund the Cost of Issuance charges; and

WHEREAS, the Equipment Replacement Fund has sufficient assets to provide for an Inter-Fund Loan to be repaid from future utility revenues; and

WHEREAS, it is required that Inter-Fund Loans be documented by resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST BETHEL, MINNESOTA THAT: an Inter-Fund Loan is here by authorized and directed as follows:

1. The principal amount shall be \$240,000.
2. The effective date of the loan shall be December 15, 2010.
3. The source of the loan shall be the Equipment Replacement Fund.
4. Proceeds from the loan shall be placed into the Utility Construction Fund.
5. The loan shall be paid from future utility revenues over a period not to exceed 10 years from the date of the loan.
6. The loan shall not carry any interest charges.

Adopted this 1st day of December, 2010 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Greg Hunter, Mayor

ATTEST:

Douglas Sell, City Administrator



City of East Bethel City Council Agenda Information

Date:

July 2, 2014

Agenda Item Number:

Item 9.0 D

Agenda Item:

Closed Session, Performance Review, Minn. Stat. § 13D.05, subs. 1 (d) 3 (a)

Requested Action:

Council is requested to hold a Closed Session per the statute as described above

Background Information:

The performance evaluation of the City Administrator will be discussed.

Attachment:

Performance Review Form

Fiscal Impact:

Recommendation(s):

As recommended above

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____