

City of East Bethel

City Council Agenda

Regular Council Meeting – 7:00 p.m.

Date: April 15, 2015



	<u>Item</u>	
7:00 PM	1.0	Call to Order
7:01 PM	2.0	Pledge of Allegiance
7:02 PM	3.0	Adopt Agenda
7:03 PM	4.0	Presentations
	Page 3-5	A. Sheriff's Report
7:15 PM	5.0	Public Hearing
	Page 6-13	On-Sale Liquor License for Blue Ribbon Pines, LLC, 1901 Klondike Drive NE, East Bethel, MN 55011
7:20 PM	6.0	Public Forum
7:30 PM	7.0	Consent Agenda

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

Page 17-21	A.	Approve Bills
Page 22-57	B.	Work Meeting Minutes – March 25, 2015 City Council
Page 58-78	C.	Meeting Minutes – April 1, 2015 City Council
Page 79	D.	Letter of Agreement for HSIP Lighting Project
Page 80-81	E.	Approve Revised Wireless Communication Policy
	F.	Public Works Seasonal Employees
	G.	2015 Class 5 Bid Results
Page 82	H.	Approve Optional 2AM Liquor Lic. Renewal for Route 65 Pub & Grub
Page 83	I.	Resolution 2015-25, Accepting Bids for the Nordin Estates Drainage Project

New Business

7:35 PM	8.0	Commission, Association and Task Force Reports
	A.	Planning Commission
	1.	Beaverbrook CUP
Page 84-99	B.	Economic Development Authority
	C.	Parks Commission
Page 100-125	1.	CESR MOU
Page 126-135	2.	April Report
	D.	Road Commission
7:50 PM	9.0	Department Reports
	A.	Community Development
	B.	Engineer
Page 136	1.	Engineers Report
	C.	City Attorney
	D.	Finance

- E. Public Works
 - F. Fire Department
 - 1. March Report
 - G. City Administrator
 - 1. Ice Arena Management Services Contractor
- Page 137-144
- Page 145-147

8:30PM **10.0 Other**

- A. Staff Report
- B. Council Reports
- C. Other

8:45 PM **11.0 Adjourn**



City of East Bethel City Council Agenda Information

Date:

April 15, 2015

Agenda Item Number:

Item 4.0

Agenda Item:

Sheriff's Report

Requested Action:

Information Only

Background Information:

Commander Orlando will present the Department's report for March 2015.

Fiscal Impact:

None

Recommendation(s):

Information Only

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: X

Anoka County Sheriff's Office Report
March 2015

Custodial Arrests / Significant Events

DWI's: There were 3 arrests for DWI. One was the result of a property damage crash where the intoxicated driver rear-ended a vehicle stopped for a red light. The suspect tested at a .23 bac. The other two arrests were the result of driving conduct. One of the arrests was a felony level DWI, due to prior DWI arrests. The suspect refused to test.

2nd Degree Assault: On March 6th deputies responded to a call of two males who had sustained stab wounds as a result of an assault. Deputies met with two males who had cuts to their hands. They advised they had gone to a nearby residence to hang out and party, when a male there began an argument with them. A physical confrontation began and the male then pulled out a knife. Both males sustained minor cuts to their hands while trying to take the knife away. The male ended up leaving the area on foot but was located at a nearby residence. A detective from CID came to the scene and interviewed all parties. The case was referred to the County Attorney's Office for possible charges.

5th Degree Controlled Substance: On March 21st, Deputy Nolan stopped a vehicle for expired registration. Upon stopping the vehicle, the deputy found that the driver had a license status of suspended. The deputy ID'ed by the two male passengers as well. A second deputy arrived and was speaking with a back seat passenger. The deputy reported he could smell marijuana. Deputy Nolan asked the passenger to step out and asked about the marijuana smell. The male admitted that he had a "dug out" that had marijuana in it. Deputy Nolan began to search the male and located a pack of cigarettes on him. Deputy Nolan inquired if there was anything else in the pack and the male advised he had some methamphetamine in it. The female driver was in possession of prescription medication that she did not have a prescription for. Both the male and female were arrested and transported to jail.

Shoplifting: On March 27th deputies were called to a local business regarding a customer who had taken two bottles of alcohol, put them down his pants, and left the business. The employees stated that the male was in the business earlier in the day and when he left, he "clinked". They were unsure what he had taken, but believed it had been a bottle of Jagermeister.

The male returned a second time and took two additional bottles, which they were able to identify as Fireball and Aftershock. They had just restocked the shelves so they were easily able to identify what was missing. The employees advised they knew the male as he was a regular customer. They advised that when he was leaving, "he was clinking". They yelled at him to stop but he left. They told him they were going to call the Sheriff's Office. Deputies went to the suspect's residence and found him outside on his deck. The male fled into his house, upon seeing the deputies. They were able to get him to open the door and talk with them. The male denied any knowledge of what they were talking about originally but after being told that the employees knew who he was, he admitted to "doing something stupid". The deputy did observe an unopened bottle of Aftershock on the kitchen counter along with an opened bottle of Jagermeister. The male was issued a citation for theft and trespassed from the store.

5th Degree Assault: On March 28th, deputies were called to a local bar regarding a fight going on in the parking lot. Upon arrival deputies met with a female who was complaining about her jaw being broken, due to being punched by another female. The suspect had fled prior to deputies' arrival. Witnesses confirmed that the females were at the bar, with a group of people. The females went outside to smoke and that is when one of the females punched the other in the face. The victim was transported to the hospital for treatment. It was determined that she did not have any broken bones. The suspect was located a short time later, when she went to a nearby residence requesting to use the phone. The female was charged with 5th degree assault.



City of East Bethel Special City Council Meeting Agenda Information

Date:

April 15, 2015

Agenda Item Number:

Item 5.0

Agenda Item:

Public Hearing – On Sale Liquor License for Blue Ribbon Pines, LLC

Requested Action:

Conduct Public Hearing and consider approval of an On Sale Liquor License for Blue Ribbon Pines, LLC, located at 1901 Klondike Drive NE, East Bethel, MN 55011.

Background Information:

Staff is recommending that Council conduct a public hearing to take comments from the public regarding an On Sale Liquor License for Blue Ribbon Pines, LLC, located at 1901 Klondike Drive NE, East Bethel, MN 55011 as required by East Bethel City Code, Article III, Intoxicating Liquors, Section 6-55. This notice was published in the Anoka County Union Herald.

The Mayor will open the Public Hearing and provide an opportunity for public comments regarding this matter. When the comment period is completed, a motion to close the hearing should be offered followed by a second and a vote on the motion.

Once the hearing is closed staff is recommending Council consider approval of an On Sale Liquor License for Blue Ribbon Pines, LLC, located at 1901 Klondike Drive NE, East Bethel, MN 55011 provided no reasons for denial come forth at the public hearing. All application materials and fees have been submitted for the On Sale Liquor License.

Approval of the License shall be contingent on the following:

1. Approval of State Commissioner of Public Safety
2. Approval of completion of all Open City Building Permits
3. Certificate of Liquor Liability be provided prior to issuance of the On Sale Liquor License.

Attachments:

1. On Sale Liquor License Application
2. On Sale License Form
3. Notice of Public Hearing

Fiscal Impact:

None at this time

Recommendation(s):

Staff recommends conducting the public hearing to receive comments on the On Sale Liquor License for Blue Ribbon Pines, LLC. Once the public hearing is closed, and if there are no reasons to deny the license, staff recommends Council consider approval of an On Sale Liquor License for Blue Ribbon Pines, LLC, located at 1901 Klondike Drive NE, East Bethel, MN 55011 subject to and approval of the State Commissioner of Public Safety, submission of a Certificate of Liquor Liability Insurance and completion of all Open City Building Permits.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

6. If applicant is a corporation, answer the following:

- a) State in which incorporated: _____ . If incorporated under the laws of a state other than Minnesota, is corporation authorized to do business in Minnesota? _____ Number of certificate of authority: _____
- b) Is this corporation a subsidiary of any other corporation? _____. If YES, state the name and address of parent corporation: _____

8. If applicant is another organization, answer the following: The organization is a bona fide club, where the serving of 3.2 malt beverage is incidental and not the major purpose of the club, and is an organization for (check one):

- ____ Social/Business ____ Promotion of Sports ____ Intellectual Improvement
____ Other - explain

N/A

9. The person executing this application (and all individuals in a partnership) answer the following (attach additional sheets if necessary):

- a) True Name (first-middle-last): Raymond Lee Jordan
- b) Residence Address: _____
- c) Phone No. _____ d) Social Security No. _____
- e) Date of Birth: _____ f) Place of Birth (city-state): _____
- g) Are you a citizen of the United States? Yes . If naturalized, state date and place of naturalization: _____
- h) Have you ever been convicted of any crime other than a traffic offense?
__ Yes No If yes, explain _____

10. Attach a copy of a certificate showing you have minimum insurance coverage as required by East Bethel City Code and the State of Minnesota; OR attach an affidavit stating you are exempt from the insurance requirements.

11. Provide the following related to workers' compensation insurance, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name (Not the agent): _____

Policy Number or Self-Insurance Permit Number: _____

Dates of Coverage: _____

OR

I am not required to have worker's compensation liability coverage because:

____ I have no employees covered by the law

BLUE RIBBON PINES LLC

Application for On Sale/Sunday Liquor License - City of East Bethel

9. True Name	David Earl Jordan
Address	[REDACTED]
Phone No	[REDACTED]
SSN	[REDACTED]
Birthdate	[REDACTED]
Place of Birth	Minneapolis, MN
US Citizen	Yes
Convicted of a crime	No
True Name	Michael Raymond Jordan
Address	[REDACTED]
Phone No	[REDACTED]
SSN	[REDACTED]
Birthdate	[REDACTED]
Place of Birth	Minneapolis, MN
US Citizen	Yes
Convicted of a crime	No
True Name	Patrick Earl Jordan
Address	[REDACTED]
Phone No	[REDACTED]
SSN	[REDACTED]
Birthdate	[REDACTED]
Place of Birth	Minneapolis, MN
US Citizen	Yes
Convicted of a crime	No
True Name	Terry Lee Jordan
Address	[REDACTED]
Phone No	[REDACTED]
SSN	[REDACTED]
Birthdate	[REDACTED]
Place of Birth	Minneapolis, MN
US Citizen	Yes
Convicted of a crime	No

___ Other (specify) _____

12. Does any manufacturer or wholesaler of 3.2 malt beverage or other liquor have any ownership, in whole or part, in the business of the applicant? Yes ___ No . If YES, explain:

13. Applicant, and his associates in this application will strictly comply with all the laws of the State of Minnesota governing the taxation and the sale of 3.2 Malt Beverage and the East Bethel City Code, and I hereby certify that I have read the foregoing questions and that the answers to said questions are true of my own knowledge.

14. As the person executing this application for this license, I acknowledge that an investigation will be conducted for use in determining my qualifications. I hereby expressly authorize release of any and all information which any organization, company or person may have, including information of a confidential or privileged nature. I hereby release the City and any organization, company or person furnishing information to the City, as expressly authorized above, from any liability for damage that may result from furnishing the information requested.

**The information requested on this form will be used by the City of East Bethel in the issuance of your license. The information that you supply on this form will become public information when received by the City of East Bethel. Under Minnesota law (M.S. §270.72), the City may be required to provide the business tax identification number and social security number of each applicant to the Minnesota Commissioner of Revenue.

Signature: Raymond L. Jordan

Printed Name: Raymond L. Jordan

Title: Secretary

Date: 3/17/15



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
 444 Cedar Street, Suite 222, St. Paul, MN 55101-5133
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:

- 1) City issued on sale intoxicating and Sunday liquor licenses
- 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License East Bethel License Period From: 03-01-15 To: 6-30-15

Circle One: New License License Transfer _____ Suspension Revocation Cancel _____
(former licensee name) (Give dates)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale

Fee(s): On Sale License fee: \$ 1166.00 Sunday License fee: \$ _____ 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ _____

Licensee Name: Blue Ribbon Pines LLC DOB _____ Social Security # _____
(corporation, partnership, LLC, or Individual)

Business Trade Name Blue Ribbon Pines LLC Business Address 1901 Klondike Dr NE City East Bethel

Zip Code 55011 County Anoka Business Phone 763-434-1644 Home Phone _____

Home Address _____ City _____ Licensee's MN Tax ID # _____

(To Apply call 651-296-6181)

Licensee's Federal Tax ID # _____

(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
<u>Raymond L Jordan</u>	_____	_____	_____
<u>Patrick E Jordan</u>	_____	_____	_____
<u>Terry L Jordan</u>	_____	_____	_____
<u>DAVID E Jordan</u>	_____	_____	_____

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: Founders Insurance Co Policy # LLMN 002971

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature _____ Date _____
(title)

On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at www.dps.state.mn.us.



**CITY OF EAST BETHEL
ANOKA COUNTY, MN**

NOTICE OF PUBLIC HEARING

ON-SALE/SUNDAY LIQUOR LICENSE

NOTICE IS HEREBY GIVEN of a public hearing to be held on Wednesday, April 15, 2015, at 7:00 P.M. at City of East Bethel City Hall, 2241 221st Avenue NE, East Bethel, MN 55011, before the East Bethel City Council as required by City Code for Blue Ribbon Pines, LLC, in conjunction with an On-Sale/Sunday Liquor License for the facility located at 1901 Klondike Drive NE, East Bethel, MN 55011. At said hearing all persons shall be heard who wish to speak for or against the proposed licenses.

Contact City Hall at 763-367-7840 if you have any questions about the public hearing.

Jack Davis
City Administrator/Clerk/Treasurer

Dated: April 1, 2015

Published in the Anoka County Union Herald



City of East Bethel City Council Agenda Information

Date:

April 15, 2015

Agenda Item Number:

Item 7.0 A-I

Agenda Item:

Consent Agenda

Requested Action:

Consider approval of the Consent Agenda

Background Information:

Item A

Approve Bills

Item B

March 25, 2015 City Council Work Meeting Minutes

Meeting minutes from the March 25, 2015 City Council Work Meeting are attached for your review.

Item C

April 1, 2015 City Council Meeting Minutes

Meeting minutes from the April 1, 2015 City Council Meeting are attached for your review.

Item D

Letter of Agreement for HSIP Lighting Project

The Anoka County Highway Department has been awarded a federal grant for safety upgrades to be used on rural county roads. The funding will be used to upgrade the center line striping with a more reflective material along Viking Blvd from TH65 to the eastern border of Anoka County and to install street lighting at intersections along the same stretch of road.

There are seven street light locations planned for East Bethel that include Rochester St, Vickers St, Breezy Pt Drive, Thielen Blvd, Sportsmen Rd, 195th Ave, and Tri Oak Circle. The grant would cover 90% of the construction and installation costs with Anoka County picking up the remaining 10%. East Bethel would be required to handle the operational and maintenance costs. With an LED style light, the monthly cost could be approximately \$6.76 per light or a total yearly cost for the 7 proposed lights of \$567. The costs include electricity charges and cover all maintenance needs for 25 years. The proposed construction schedule would have the lights installed by mid-summer, 2015.

Attached is a Letter of Agreement from the City of East Bethel that needs submittal and approval to indicate our our participation in the project.

Item E

Revised Wireless Communication Policy

Public Works staff has been utilizing cell phones distributed by and under the City plan, which means they carry two phones, one personal and one work. In an effort to reduce this redundancy and inconvenience, we are proposing that the cellular plans for the public works employees be terminated and replaced by a \$20 monthly stipend. Under the City plan, the monthly cost is approximately \$20.00 so this is a budget neutral change. The attached revised Wireless Communication policy changes the monthly dollar stipend from \$30.00 to \$20.00 and also mandates that each Public Works employee set up their City issued email addresses on their phones. This change will effect 6 public work employees and will not increase any costs in the City Budget.

Item F

Approve Hire of Seasonal Maintenance Employees

The City Council has approved the hiring of two seasonal maintenance employees at the February 18, 2015 meeting. Under the supervision and direction of the Public Works Manager, employees in these positions will perform various types of manual labor in the general maintenance of the Parks and Streets Department for a period of up to 63 working days.

City staff has interviewed candidates and recommends the hiring of Mitch Renstrom and Troy Sylvester for the summer seasonal positions. Both candidates will be starting as a new employees with a pay rate of \$10.00 an hour with no benefits. Funding for these positions is provided for in the General Fund Budget for 2015 under the Parks Department and Streets Department Budgets.

Item G

Award of Class 5 Contract

The City of East Bethel currently has nearly 16 miles of gravel road that require periodic resurfacing with new Class 5 to maintain the surface conditions of these streets. The City generally conducts this maintenance by the application of Class V material and bids this purchase annually.

The bid opening for the 2015 Class 5 material contract was opened on April 9, 2015. Plaisted Companies was the low bidder with a unit price of \$10.70 per ton. This is a \$.30 savings over the previous years per ton cost. The 2015 project will be the resurfacing of Klondike Drive. The total contract price will not exceed the approved contract total of \$35,000 that has been budgeted for in the Street Maintenance Fund and approved in the 2015 Budget.

Staff recommends acceptance of the low bid from Plaisted Companies for the 2015 class 5 resurfacing of Klondike Drive.

Item H

Approve Optional 2AM Liquor License Renewal for Route 65 Pub & Grub

Slaw Industries, Inc dba Route 65 Pub & Grub at 18407 Highway 65 NE, East Bethel, MN 55011 has submitted their renewal form for an Optional 2AM Liquor License. This license needs City approval before being submitted to the Alcohol and Gambling Enforcement. Staff has not received any complaints regarding Route 65 Pub & Grubs 2AM license and recommends that Council approve the renewal.

Item I

Consider Resolution 2015-25 Accepting Bid for the Nordin Estates Drainage Improvement Project

As requested staff has received and opened bids for the Nordin Estates Drainage Improvement Project. The project consists of constructing a storm sewer outlet for Block 4 of Nordin Estates. A detailed summary of the Bids for all the contractors is included on the attached resolution. Dryden Excavating, Inc. was the low bidder at \$52,697.50. The Engineers estimate for the project was \$56,000 to \$66,000 depending on the options selected.

Staff recommends approval of Resolution 2015-25 Accepting Bid for the Nordin Estates Drainage Improvement Project. Staff also recommends awarding the contract for the proposed Nordin Estates Drainage Improvement Project to Dryden Excavating, Inc. in the amount of \$52,697.50.

Fiscal Impact:

As noted above.

Recommendation(s):

Staff recommends approval of the Consent Agenda as presented.



Payments for Council Approval April 15, 2015

Bills to be approved for payment	\$80,558.92
Electronic payroll payments	\$25,619.77
Payroll - City Staff - April 9, 2015	\$33,724.23
Total to be Approved for Payment	\$139,902.92

City of East Bethel

April 15, 2015

Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
	Sales Tax Remittance	1st Qtr 15	Minnesota Revenue	101		\$373.00
Arena Operations	Bldgs/Facilities Repair/Maint	34833308	Trane U.S. Inc.	615	49851	\$946.50
Arena Operations	Bldgs/Facilities Repair/Maint	032615	Wright-Hennepin Coop Electric	615	49851	\$29.95
Arena Operations	Electric Utilities	032015	Connexus Energy	615	49851	\$2,955.44
Arena Operations	Refuse Removal	701438	Ace Solid Waste, Inc.	615	49851	\$204.75
Bldg Inspection	Electrical Inspections	040115	Brian Nelson Inspection Svcs	101		\$1,710.75
Bldg Inspection	Surcharge Remittance	1st Qtr 15	MN Dept Labor & Industry	101		\$716.00
Building Inspection	Motor Fuels	378982	Mansfield Oil Company	101	42410	\$187.88
Building Inspection	Motor Vehicles Parts	1539-360417	O'Reilly Auto Stores Inc.	101	42410	\$15.18
Central Services/Supplies	Information Systems	B150402J	Anoka County Treasury Dept	101	48150	\$225.00
Central Services/Supplies	Information Systems	220095	City of Roseville	101	48150	\$2,388.67
Central Services/Supplies	Legal Notices	203752	ECM Publishers, Inc.	101	48150	\$53.75
Central Services/Supplies	Office Supplies	IN0754865	Innovative Office Solutions	101	48150	\$130.74
Central Services/Supplies	Other Advertising	201550	ECM Publishers, Inc.	101	48150	\$64.50
City Administration	Professional Services Fees	M21209	TimeSaver Off Site Secretarial	101	41320	\$1,042.25
Economic Development Authority	Professional Services Fees	107	Susan Irons	232	23200	\$48.00
Engineering	Architect/Engineering Fees	34263	Hakanson Anderson Assoc. Inc.	101	43110	\$541.20
Engineering	Architect/Engineering Fees	34267	Hakanson Anderson Assoc. Inc.	101	43110	\$786.90
Engineering	Architect/Engineering Fees	34270	Hakanson Anderson Assoc. Inc.	101	43110	\$142.50
Engineering	Architect/Engineering Fees	34270	Hakanson Anderson Assoc. Inc.	101	43110	\$231.76
Engineering	Architect/Engineering Fees	34270	Hakanson Anderson Assoc. Inc.	101	43110	\$482.64
Engineering	Architect/Engineering Fees	34270	Hakanson Anderson Assoc. Inc.	101	43110	\$180.00
Engineering	Architect/Engineering Fees	34270	Hakanson Anderson Assoc. Inc.	101	43110	\$222.95
Finance	Auditing and Acct g Services	344046	Abdo, Eick & Meyers, LLP	101	41520	\$5,000.00
Fire Department	Clothing & Personal Equipment	162718	Aspen Mills, Inc.	101	42210	\$184.70
Fire Department	Disability Insurance	41VP940314	The Hartford	101	42210	\$396.24
Fire Department	Dues and Subscriptions	2015	MN Chapter IAAI	101	42210	\$25.00
Fire Department	Electric Utilities	032015	Connexus Energy	101	42210	\$103.52
Fire Department	Electric Utilities	032015	Connexus Energy	101	42210	\$200.94
Fire Department	Electric Utilities	032015	Connexus Energy	101	42210	\$9.85
Fire Department	Electric Utilities	032015	Connexus Energy	101	42210	\$464.98
Fire Department	Equipment Parts	AW120814-3	Emergency Automotive	101	42210	\$177.80
Fire Department	Motor Fuels	378974	Mansfield Oil Company	101	42210	\$335.79
Fire Department	Motor Fuels	378982	Mansfield Oil Company	101	42210	\$298.90
Fire Department	Motor Vehicles Parts	AW040315-3	Emergency Automotive	101	42210	\$91.10
Fire Department	Motor Vehicles Parts	AW040315-3A	Emergency Automotive	101	42210	\$76.30
Fire Department	Personnel/Labor Relations	2546511503	First Advantage LNS	101	42210	\$166.00
Fire Department	Personnel/Labor Relations	2546511503	First Advantage LNS	101	42210	\$64.00
Fire Department	Refuse Removal	701438	Ace Solid Waste, Inc.	101	42210	\$64.30
Fire Department	Repairs/Maint Machinery/Equip	142080000	E.H. Renner & Sons, Inc.	101	42210	\$1,483.47
Fire Department	Safety Supplies	215-622	Advanced First Aid	101	42210	\$1,815.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	4	Metro Plus Turnover Cleaning	101	41940	\$475.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	125565	Robert B. Hill Company	101	41940	\$18.00
General Govt Buildings/Plant	Electric Utilities	032015	Connexus Energy	101	41940	\$15.02
General Govt Buildings/Plant	Electric Utilities	032015	Connexus Energy	101	41940	\$776.51
General Govt Buildings/Plant	Electric Utilities	032015	Connexus Energy	101	41940	\$106.62
General Govt Buildings/Plant	Refuse Removal	701438	Ace Solid Waste, Inc.	101	41940	\$51.10

City of East Bethel

April 15, 2015

Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Legal	Legal Fees	03 2015	Eckberg, Lammers, Briggs,	101	41610	\$8,330.07
Legal	Legal Fees	141831	Eckberg, Lammers, Briggs,	101	41610	\$2,720.00
MSA Street Construction	Architect/Engineering Fees	34264	Hakanson Anderson Assoc. Inc.	402	40200	\$440.88
MSA Street Construction	Architect/Engineering Fees	34265	Hakanson Anderson Assoc. Inc.	402	40200	\$27,738.26
Park Maintenance	Clothing & Personal Equipment	1182815672	G&K Services - St. Paul	101	43201	\$19.79
Park Maintenance	Clothing & Personal Equipment	1182827068	G&K Services - St. Paul	101	43201	\$19.00
Park Maintenance	Electric Utilities	032015	Connexus Energy	101	43201	\$50.60
Park Maintenance	Electric Utilities	032015	Connexus Energy	101	43201	\$12.50
Park Maintenance	Electric Utilities	032015	Connexus Energy	101	43201	\$12.50
Park Maintenance	Electric Utilities	032015	Connexus Energy	101	43201	\$37.39
Park Maintenance	Electric Utilities	032015	Connexus Energy	101	43201	\$33.19
Park Maintenance	Electric Utilities	032015	Connexus Energy	101	43201	\$12.50
Park Maintenance	Electric Utilities	032015	Connexus Energy	101	43201	\$15.02
Park Maintenance	Lubricants and Additives	P30447	MN Equipment	101	43201	\$33.48
Park Maintenance	Motor Fuels	378974	Mansfield Oil Company	101	43201	\$645.75
Park Maintenance	Motor Fuels	378982	Mansfield Oil Company	101	43201	\$256.20
Park Maintenance	Park/Landscaping Materials	30092877	Federated Co-ops	101	43201	\$119.99
Park Maintenance	Personnel/Labor Relations	2546511503	First Advantage LNS	101	43201	\$64.00
Park Maintenance	Professional Services Fees	107	Susan Irons	101	43201	\$56.00
Park Maintenance	Repairs/Maint Machinery/Equip	H04954	MN Equipment	101	43201	\$127.05
Park Maintenance	Safety Supplies	54110094	Zee Medical Service	101	43201	\$94.97
Planning and Zoning	Escrow	141831	Eckberg, Lammers, Briggs,	101		\$900.00
Planning and Zoning	Escrow	34263	Hakanson Anderson Assoc. Inc.	101		\$658.00
Planning and Zoning	Escrow Reimbursement	033115	Justin Donnell	101		\$300.00
Planning and Zoning	Professional Services Fees	107	Susan Irons	101	41910	\$48.00
Police	Professional Services Fees	133367	Gopher State One-Call	101	42110	\$4.35
Police	Professional Services Fees	03 2015	Gratitude Farms	101	42110	\$660.00
Recycling Operations	Electric Utilities	032015	Connexus Energy	226	43235	\$123.28
Recycling Operations	Other Advertising	70954	The Courier	226	43235	\$272.50
Recycling Operations	Refuse Removal	701438	Ace Solid Waste, Inc.	226	43235	\$256.77
Sewer Operations	Bldgs/Facilities Repair/Maint	032615	Wright-Hennepin Coop Electric	602	49451	\$22.95
Sewer Operations	Electric Utilities	032015	Connexus Energy	602	49451	\$254.65
Sewer Operations	Electric Utilities	032015	Connexus Energy	602	49451	\$66.33
Sewer Operations	Electric Utilities	032015	Connexus Energy	602	49451	\$151.39
Street Capital Projects	Architect/Engineering Fees	34266	Hakanson Anderson Assoc. Inc.	406	40600	\$166.90
Street Maintenance	Bldg/Facility Repair Supplies	87565	Menards - Forest Lake	101	43220	\$63.65
Street Maintenance	Bldg/Facility Repair Supplies	7425	Quality Sales & Service, Inc.	101	43220	\$208.74
Street Maintenance	Bldgs/Facilities Repair/Maint	1182815672	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Bldgs/Facilities Repair/Maint	1182827068	G&K Services - St. Paul	101	43220	\$9.17
Street Maintenance	Clothing & Personal Equipment	1182815672	G&K Services - St. Paul	101	43220	\$17.96
Street Maintenance	Clothing & Personal Equipment	1182827068	G&K Services - St. Paul	101	43220	\$17.96
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$289.04
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$74.42
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$5.00

City of East Bethel

April 15, 2015

Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$124.47
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$157.16
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$108.24
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$414.06
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$16.33
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$159.34
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	032015	Connexus Energy	101	43220	\$5.00
Street Maintenance	Equipment Parts	10082	Central Trailer Sales, Inc.	101	43220	\$27.98
Street Maintenance	Equipment Parts	1539-358219	O'Reilly Auto Stores Inc.	101	43220	\$64.22
Street Maintenance	Equipment Parts	1539-359019	O'Reilly Auto Stores Inc.	101	43220	\$12.00
Street Maintenance	Equipment Parts	1539-360470	O'Reilly Auto Stores Inc.	101	43220	\$45.57
Street Maintenance	Equipment Parts	P29657	RDO Trust # 80-5800	101	43220	\$111.07
Street Maintenance	Equipment Parts	1927626121	Rigid Hitch Inc.	101	43220	\$65.49
Street Maintenance	Equipment Parts	154110-IN	Zarnoth Brush Works, Inc.	101	43220	\$1,241.90
Street Maintenance	Motor Fuels	378974	Mansfield Oil Company	101	43220	\$1,601.49
Street Maintenance	Motor Fuels	378982	Mansfield Oil Company	101	43220	\$111.02
Street Maintenance	Personnel/Labor Relations	2546511503	First Advantage LNS	101	43220	\$64.00
Street Maintenance	Professional Services Fees	107	Susan Irons	101	43220	\$48.00
Street Maintenance	Refuse Removal	701438	Ace Solid Waste, Inc.	101	43220	\$81.90
Street Maintenance	Safety Supplies	54110094	Zee Medical Service	101	43220	\$94.98
Street Maintenance	Small Tools and Minor Equip	12520132-00	Brock White Company	101	43220	\$270.52
Street Maintenance	Small Tools and Minor Equip	80808	Menards Cambridge	101	43220	\$6.26
Water Utility Capital Projects	Architect/Engineering Fees	34268	Hakanson Anderson Assoc. Inc.	433	49405	\$1,975.00
Water Utility Capital Projects	Architect/Engineering Fees	34269	Hakanson Anderson Assoc. Inc.	433	49405	\$446.90
Water Utility Operations	Bldg/Facility Repair Supplies	907335	Indelco Plastics Corporation	601	49401	\$146.34
Water Utility Operations	Bldgs/Facilities Repair/Maint	032615	Wright-Hennepin Coop Electric	601	49401	\$26.67
Water Utility Operations	Chemicals and Chem Products	3708071 RI	Hawkins, Inc	601	49401	\$325.00
Water Utility Operations	Chemicals and Chem Products	3709824 RI	Hawkins, Inc	601	49401	\$60.00
Water Utility Operations	Cleaning Supplies	80009	Menards Cambridge	601	49401	\$56.00
Water Utility Operations	Electric Utilities	032015	Connexus Energy	601	49401	\$823.63
Water Utility Operations	Electric Utilities	032015	Connexus Energy	601	49401	\$58.58
Water Utility Operations	Electric Utilities	032015	Connexus Energy	601	49401	\$253.82
						\$80,558.92

City of East Bethel

April 15, 2015

Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Electronic Payroll Payments						
Payroll	PERA					\$6,155.89
Payroll	Federal Withholding					\$5,436.26
Payroll	Medicare Withholding					\$1,522.90
Payroll	FICA Tax Withholding					\$6,511.62
Payroll	State Withholding					\$2,192.69
Payroll	MSRS/HCSP					\$3,800.41
						\$25,619.77

EAST BETHEL CITY COUNCIL MEETING

MARCH 25, 2015

The East Bethel City Council met on March 25, 2015, at 7:00 p.m. for the City Council Work Meeting at City Hall.

MEMBERS PRESENT: Ron Koller Tim Harrington
 Brian Mundle Tom Ronning

MEMBER ABSENT: Steve Voss

ALSO PRESENT: Jack Davis, City Administrator
 Colleen Winter, Community Development Director
 Nick Schmitz, Building Official/Code Enforcement

1.0 The March 25, 2015, City Council Work Meeting was called to order by Acting Mayor
Call to Order Ronning at 7:00 p.m.

2.0 **Harrington stated I'll make a motion to adopt the agenda. Koller stated I'll second.**
Adopt Ronning stated any discussion? All those in favor?" **All in favor. Motion passes**
Agenda **unanimously.**

3.0 Davis presented the staff report, indicating the City of East Bethel managed and operated
Ice Arena the City Ice Arena with City staff until 2006. From 2006 to 2008, the City contracted with
Management the National Sports Center for management services for this facility. The National Sports
Services Center declined to exercise their option to extend their contract at the end of the 2008
Proposal season. As a result, the City solicited other management proposals for operation of the
Presentation facility and awarded a contract to Gibson Management Company, LLC for a one-year
 period. The contract with Gibson Management was extended in 2009 to 2011 and another
 extension was granted in 2011 to 2014.

City professional service agreements are evaluated, generally, every five 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. This Request for Proposal (RFP) was advertised in the *Anoka Union*, the City website and with the League of Minnesota Cities. There were three inquiries regarding the RFP from the following:

- 1.) National Sports Center-Blaine, Minnesota;
- 2.) Victory Management - Isanti, Minnesota; and,
- 3.) Gibson Management, LLC-Rochester, Minnesota.

The National Sports Center manages eight sheets of ice at their Blaine location and, as stated above, operated our rink from 2006 to 2008. Even though there was communication with the NSC, they did not submit a proposal for this management contract.

Victory Management Services is a Minnesota Limited Liability Corporation. Victory Management provides businesses in the North Metro with a resource for the tools required to increase operations and efficiencies in the conduct of their business. Victory Management has also teamed with the St. Francis Youth Hockey Association on this project to benefit the City of East Bethel, the East Bethel Ice Arena, and the general hockey experience.

Gibson Management, LLC is the current management contractor of the City Arena. They have managed our facility since 2008.

The City Ice Arena was able to post a positive fund balance for the first time in 2013 and continued this trend for 2014. The financial goal of the City is to operate this facility with no taxpayer subsidies.

Davis stated at this time we will receive the proposals from two vendors, Gibson Management and Victory Management, for consideration for the Ice Arena Management contract. Mr. Gibson, would you step forward and give your proposal?

Koller announced due to a personal conflict, I will abstain from all of this, this entire meeting until we go on to the next issue. Mundle stated so the agenda item, not the entire meeting? Koller answered yes, the agenda item. *At this point, Koller left the Council dais.*

Todd Gibson stated good evening, I am Todd Gibson, owner of the Gibson Management Company. Thank you for having us tonight. We have been the management company for the East Bethel Ice Arena for the seven years and had a very successful track record. We have submitted our proposal and I just want to take a few minutes to highlight some of the plans for the future and achievements to our service to better our partnership with the Arena groups and the City of East Bethel. Now I'd like to introduce Bob Montrose to our management team. He has over 25 years in the rink business. Here you go Bob.

Bob Montrose stated thanks for having us. I joined up with Todd Gibson and Gibson Management. I've been with them for a few years and we've worked in the industry together now for quite some time, well over 20 years. I'm becoming a little more active with what he does and with the Gibson Management label. So, I'd like to just go over a few things.

Montrose stated obviously you've received the proposal and we're just going to try and highlight a few things that we've done in the past and a couple of things for the future. I'd first like to start with Jon Barry. He's the Arena Manager right now, hired by our group. A young, energetic guy, tremendous Arena management skills and he's got a 'service with a smile' approach. I think he's a great person. Without great people, it's hard to succeed and John certainly is an outstanding Arena Manager. We're proud to have him working for us.

Montrose stated last season we came up with a very nice, very informative, and user-friendly website, which was something that was discussed from the user groups and the management team. It's socially connected, again very interactive user friendly and it's been a great improvement to the services that we provide.

Montrose stated I'd like to share with you some of the terrific plans that we will have running with us and things that you'll see when we open up this Fall. The first is a product called Live Barn. What Live Barn is, it's a web-based program that allows you to view what's going on, on the ice. What you would see in the lobby, we'd provide a 48-inch TV and it basically streams the activity on the ice. So, it's a neat option for user groups if they want to use that to view. When they're not able to be at the Arena, we have the capability to turn it on, turn it off, on our demand. So if, for instance, you're out of town, your son or daughter has an activity at the Arena, Live Barn provides that service on any type of web-based form. It could be a phone, it could be a laptop, or just desktop PC as well. That's something that we have in the plans right now with Live Barn. We're planning to

3.0

Ice Arena

Management

Services

Proposal

Presentation

implement that for the Fall.

Montrose stated the next is a video schedule monitor, something that's been discussed and talked about. We plan to have that up and going so that when you walk into the Arena, you'll see the scrolling schedule for all of the activities that are taking place.

Montrose asked when you walk into the Arena, what's the first thing you do? You usually go to the bathroom, especially out of town guests. It's kind of tradition. You walk in and that's where they're off to. We've got some big plans for the restrooms at the Arena. Kind of a complete 'facelift' with new fixtures, sinks, toilets, partitions, things that we've already sought out and plan to put in there to really give the restrooms a favorable impression. I think those first impressions are big. You walk in, you kind of get a sense for where you're at, and again, when you go into the bathroom, if it's clean, if it's presentable, if it smells nice, your impression of the Arena greatly goes up. That's something that we have in the plans for over the Summer and something that you'll see in the Fall once we reopen.

Montrose stated we have a Max Ice Upgrade that we're implementing and with that, our user groups, the Youth Hockey Association and others, will be able to view schedules and open ice opportunities right on our website. So, that will be much easier access to see what's going on and what open ice is available as well.

Montrose stated we plan to meet and explore the demand for both cable TV and for Wi-Fi in the lobby. If the demand is there and there's an impression that would be something our user groups would really like, we plan to pursue that as well. We could partner that in with our relationship with Live Barn so cable TV and Wi-Fi available in that Arena complex.

Montrose stated along with that we plan to work with both the Youth Hockey group and the High School hockey group to enhance our concessions. What we would like to do is to meet with them to kind of get a better grip on hours of operation. Obviously, there's some high demand times and there's some other times, which don't have that same demand. But to try to iron that out so we have an agreeable hours of operation. And, also a menu selection. I think now days, too, you go into the rinks and everyone's thinking you're going to have a hot dog and a pop and the menu selection, I think in today's world, it really has to change. There's such a higher emphasis on nutrition and things that are provided. So, we'd like to meet with them and work with them on what items they would like to have and, again, hours of operation.

Montrose stated and then finally, just to try to get the overall working relationship with Youth Hockey and the community a little more firm, to maximize more of the advertising opportunities in the Arena, and maybe clearly communicate ice scheduling. There's been some questions and concerns as far as ice scheduling and the access or ability to see what's going on. We want to make sure that those are worked out with the user groups, the High School, Youth Hockey, and others in that facility.

Montrose stated the same thing to build our relationship with the Summer events programming and a lot of those are community connections and things like that. But I think we just are committed to doing our part to make sure that as we move forward with the relationship we've had over the past seven years, that we kind of 'hammer out' some of these areas that we've maintained but perhaps could even improve on that. So, working better with those user groups and some community members to try and maximize more of those opportunities.

3.0
Ice Arena
Management
Services
Proposal
Presentation

Montrose stated we've had a great track record of operating the facility and have met or exceeded the goals and expectations. We're proud of that and this is what we do. I've been in the arena management business for 25 years and Todd's not quite as old as I am but he's been in it for as long as he probably can remember. This is what we do. We're in the arena management business and we do a good job with it. We have a plan and we work our plan well. So, we hope to continue to serve the City of East Bethel and hopefully that will continue on for many years to come. Thank you.

Gibson asked do you guys have any questions for us? Ronning asked, did you say Live Barn? Montrose responded yup. Ronning asked L-I-V-E B-A-R-N? Gibson stated yeah, we have a flyer here you can look at. Ronning stated I wanted to make sure. Jon Barry's your Arena Manager? Montrose answered yes. Ronning asked how long has he been doing that? Gibson stated he was hired in September. Ronning asked this past September? Montrose answered yup. He worked for me as well before that in the Arena, not as a manager but he was in personnel.

Ronning asked do you have any idea what he did before that? Gibson stated he was in school for sports management. Ronning asked what age is he? Gibson responded I believe he's 24. Ronning stated that's what you have now and asked do you have a backup? If something was to happen to him, how would you replace him? Montrose responded I think if you go to, Minnesota Ice Arena Manager's Association (MIAMA), you'd see the postings for all kinds of jobs. And, just having been to the Star Programs, which are arena management programs, there are a lot of up-and-coming guys that want to get in the business. They're young, they're energetic, and now days it's even, when I came in, I came in say and wanted to drive a Zamboni but my only experience was probably driving my 1972 Toyota Corolla, now days you are so well trained coming into the business that I think with an appealing job, it's probably pretty easy to find good people.

Ronning stated in other words, you're saying that if something happened as far as availability, you don't see any problem replacing him? Gibson stated no, I still have friends that work for the National Sports Center and over close by. Ronning stated I wouldn't expect there would be a lot of people looking for work. Gibson stated right, and that would be guys with experience as well too so it's not 'newbies off the street.'

Ronning stated the Live Barn video, schedule monitor, restrooms facelift, meet with the cable provider, plan to work with Youth Hockey group, concessions, relationship with summer events, that's all new, I think. Is it? Montrose stated a lot of that is based on some of the feedback that's out there too. I've been with Todd. I think he does a good job of making sure that facility runs. I think one of the things that, the reasons he's kind of asking me to have a little more input, is I'm a little more I guess 'polish on the product.' I think these are things that we talked about, what are some key areas that we need to do. We don't have to do these. These are just things that we want to make sure when you walk into the building you're saying, 'Wow, this is nice. This is different. This is an improvement.'

Montrose stated I think if you ever get stale or stagnate yourself, that's when your competition starts to take you in. We want to be 'ahead of the curve' so some of this is all based on just what we hear from John, what Todd's experienced in the past. Even walking in the building, there are things that we say, 'Hey, let's attack this.' You know, like I had mentioned about the bathrooms. Quite honestly, every out of town guest that comes into a facility, probably the first thing they are heading for is a bathroom. If you've got something

that's not presentable, that's a first impression. So that is one of things that we talked about. What are some of these first impressions, things that we can do? Not only for out of town guests but just for your everyday users. That was one of the first things that we prioritized. So, we have a big plan for that and it's going to be a nice improvement.

Ronning stated when you started, you said you 'plan to' with these items. That's why I got the impression that these are future plans. Montrose stated the things that we had talked about, are things that we will take care of over the Summer, opening for Fall. Gibson stated yes. Montrose stated these are not expenses to others. These are expenses to Gibson Management.

Ronning asked the bathroom? Montrose responded yup. It's a big area. I think that bathrooms alone will really 'turn some heads' and sometimes when you start with something that's old and maybe a little bit worn down, it's not too hard to make those changes. You know? Just that one piece alone, I know in the arena that I manage currently, I stress that above and beyond anything else. You have to be stocked, it has to be cleaned, there has to be a certain scent to it. That's a priority for my staff and I think, again, sometimes when they're maybe not dealt with, the fixtures or the partitions or whatever it is, you do the best you can. I think that's kind of been the case. But, there's some easy upgrade there that I think will really 'turn some heads.' Ronning stated I'm kind of hogging the questions. Brian?

Mundle stated one of the things that really needs to be improved is the dry floor time. I think there's something, don't quote me on it, but we're only getting \$1,500 for a dry floor season. How can that be improved? How can we make money on that? Gibson responded stating right now we've got Andover Lacrosse in there, renting it. I think they're at \$2,800 this year so far. So, we really hit up Andover for their Youth Lacrosse to come over to utilize it.

Mundle stated okay, and for the rest of the season? Montrose stated the hard part is, you know, the 'meat and potatoes' of that facility is an ice arena. I think we all realize that. It's kind of a unique situation. I mean, are you going to get a craft show? Or, a gun show? Or, this or that in there? It's very possible. There's a lot of competition and perhaps some competition that might be closer to your mass population. So, I think one of the things that Todd and I had talked about is, at a starting point, at least putting together a simple brochure that at least sells it. So, if someone were to call, we can either e-mail or send them a hard copy. That's a simple starting point. But, in order to fill a venue like that, you either have to get out to other events and hand out your stuff, which is not a favorable thing to go to someone else's show and say, 'Hey, but wait, we have another facility.' I think community connection, and that's one of the things we had talked about, is trying to find those people that are connected in the community. It only benefits them to have the facility full and to try and partner up and work together with, if someone has a connection to, let's just call it a crafter who wants to put on a show. But, I think it all starts with the marketing. We have a facility, it's open, and it's available. We had talked about putting together a nice flyer, a simple flyer, but at least it outlines that we're available. Then as far as getting that out there, it really comes down to a marketing budget and how much is available, how much are we interested in putting into marketing. Without that, you could have something that's sitting and just kind of 'hiding in the bushes.'

Gibson stated there is a gun show this summer that has been there for quite some time. I think seven, eight years now. Then the beauty pageant uses it for their practice and for the

East Bethel Days. They usually get it about mid-June and they use it every night for practice and what not. They put a big stage up there for it.

Harrington stated I'd personally like to see two gun shows. You know, a lot of places like Anoka and Brooklyn Park and places like that have two gun shows a year. There's a lot of people that attend that. Gibson stated they had that. They had two gun shows, I think, that started competing with somebody else the same weekends they had it. I think a lot of it comes down to competition too for that.

Harrington stated I guess one of my questions are this last year, they had trouble with the website. People went on the website and there was nothing on there. Like you guys said, hopefully that will be cleared up this year and the website will be up and running good, showing what's going on. Gibson stated there has been stuff on the website. The schedule for Youth Hockey was put on, I think, in December for them. But it's been on there ever since then.

Harrington stated we've had some people say that they've gone onto your website and there's nothing on there. Gibson asked did they go to EastBethel.com? Harrington stated I don't know where they went. They just said they went on the website and there wasn't a thing on the website. Montrose stated it's been active, I mean you could go on now and view it. It's a very nice website. And, again, I get that too in the City of Rochester where I'm from. Sometimes they'll get onto an offshoot of where you're trying to get to. Just making sure that if they're trying to get to the actual website, that they're hitting the right spot because you could go to the Youth Hockey Association's site, for instance, and think, 'Hey, is this the site?' As long as they're getting the right information. I think right now if you were to pop on it, you'd be, it's very appealing.

Harrington stated your proposal for \$8,300, that's negotiable right? Gibson answered yes.

Ronning stated in the past, we've heard some grumbles about phone calls returned, ability to contact somebody. Are you aware of any of that lately Jack? Davis responded no, that had been an issue in the past. We haven't had any complaints that I'm aware of, at least this year. Their performance in returning calls improved immensely.

Ronning stated a couple years ago, it was. Gibson stated there's actually no phone line at the Arena. The Arena phone is now a cell phone so the Manager carries that when he's not there or when somebody else is there working, they have the phone on them at the Arena at all times. Ronning asked and you leave messages, what have you, with that phone service? Gibson answered yes. The City actually pays for that phone. Ronning stated okay.

Ronning stated another question I had. What are the marketing, what are the strategy plans? How would you market? Montrose asked for ice, or for dry floor, or just in general? Ronning stated for both, whatever you can market for. Montrose stated the big opportunity for the dry floor is just coming up with some print material. I think it all depends on, again, you would know more than I would about available dates and periods. Sometimes if you look at revenue, like if you have a pageant that's set up and runs, there's a lot of practice or run time and it's not just even time. But as far as marketing, it's highly competitive. We're not necessarily dealt with the best 'hand' here just being a little bit on the outskirts and having the Super Rink and things like that, that are close by. I think the best we can do is to present yourself to make sure that it's available. Then it comes down to, are we willing to invest to get the venue out there. There are publications, craft publications, gun

publications, that you can run advertising in. But, it's all a dollars and cents thing. You know, do you want to do that or not.

Ronning stated one reason I mentioned that, I'm a resident in my eleventh year and before getting involved with the City Council stuff, I didn't have very much of any idea how that functions, how to utilize it, if it's even used. That's why I've kind of asked about it. Tim, did you have any more knowledge about the Ice Arena really? Other than the last couple? Harrington responded no.

Ronning stated we aren't unique. There's going to be a lot of people that aren't aware the place is even there. When it comes to marketing, you can't put \$500 into a \$5 return. Just curious. Montrose stated I ran hockey camps, still do, but I ran boarding camps 22 years, Peak Performance Hockey Camps. We'd run an ad in *American Hockey* magazine and it would be \$10,000 per month for just that one-page ad. We understood the value of that because without that, our word doesn't get out. That's what kept kids coming from throughout the country, is seeing the marketing. Obviously, you have to have a good product once you get them there, but that marketing is critical.

Montrose stated I think that's something too, and I had discussed that, is trying to get together and see what the emphasis really is on that. If there is a big push or a direction, that's kind of, I think, why he had asked me to come a little bit closer to the management group. Because those are the types of things that I'm a little bit more into. I kind of thrive on those challenges too. It's never easy but it's certainly an opportunity.

Harrington asked when's typically ice in? September or October and then through February? Gibson answered we put the ice in the first week of October and took it out the end of February this year. Harrington asked would there ever be a chance of maybe coming in early? We had Youth Hockey in here maybe a month ago and they were looking, maybe, for some earlier ice in the year. Gibson stated we typically put it in the middle of September but with the lack of hours rented, it wasn't feasible for us to put the ice in. Harrington stated okay, because they said they were looking for earlier ice time.

Davis stated the ice will go in dependent on how many hours we have rented. This year, through mutual agreement with the Youth Hockey Association, we will put the ice in the first week in October. In the past though, ice has gone in as early as the week after Labor Day.

Mundle asked how can you incorporate open skating for the community's use? Gibson stated we actually held a couple open skatings this winter during the daytime hours. Sometimes it's a little tough on the weekends with the user groups using the ice time. Mundle stated that's typically when a user group would. Gibson stated I guess it would come down to if the City is willing to leave an open hour of ice that you'd normally get \$195 for. I think the highest we've had with the open skating is 13 people. So, that's kind of the big difference between guaranteed money. We have the open skating on New Year's Eve. We used to have open skating the last day of the year and that kind of went down as the years went on.

Davis stated that would really be a Council decision depending on what we want to open up and we'd have to base that on demand and economics. We did have four open skate times during the week this year. For those four events, and granted it's not the prime time, we had 22 skaters for those four dates. We had open skating on New Year's Eve and the last

day the ice was in and the attendance for those two events was around 60 people, combined, around 30 each time.

Gibson stated this year the last day was for the Mite Jamboree so there was no open skating the last day this year.

Ronning asked is that kind of spur of the moment, any of that? Davis stated no, that's been tradition. New Year's Eve and the last day of ice. Ronning stated so we pretty much know right now how much open skating there would be and we could start advising people what would be available? Davis stated yeah, and again, we just have to decide do we want to block off some time for open skating and essentially generate no income or have it reserved for the Hockey Association or the High School practices and get \$200 an hour.

Mundle stated well, if we could get dry floor events to actually be profitable, then that can retroactively allow for open community skating. And, I think that it should be because both of you just said you guys (*meaning Ronning and Harrington*) had no idea or interest in the ice arena because you never knew what was going on or there's never no invitation there. Ronning stated I didn't bypass you I just figured you've been here since... Mundle agreed and stated I've been around, I've been around.

Davis stated one thing to keep in mind in dry floor events and utilization of the facility, during the non-ice times is very important and things we need to really aggressively market, if we booked every weekend for a dry floor event from April through the end of August, we'd generate about \$24,000. We generate about \$200,000 October through February through ice rentals. So first and foremost, the building is an Ice Arena and we're going to generate probably 90% of our funds from that. That doesn't mean we don't need to pursue dry floor events but keep in mind they're going to comprise a small portion of our income from the Arena.

Montrose stated and just to elaborate on your open skating, we do not have any rental skates at the Arena so that's a huge, that's going to count too.

Ronning asked Tim, anything else? Harrington responded no. Mundle also responded no. Ronning stated thanks. Do you have any questions of us? Gibson responded no, just make sure you guys can hand out the Live Barn to Brian as well. Ronning asked has this been around a long time? Montrose answered no, it's something at the Hockey Expo, a couple of the vendors up there steered us to the guy that's running that. It's one of those things that when you look at it on the surface, you're like, 'It's running, it's crazy.' I think he's going to capture the State of Minnesota and I think within the next three years, Live Barn is going to be a common term when you walk into an arena. It's cutting edge right now but it's a really neat and great opportunity. Ronning stated he made his own market. Montrose agreed stating he certainly has, yeah.

Davis stated Brian, let me clarify one thing about the income from dry floor events, that's assuming that it's based on the current rates we have. There may be instances, though, where certain dry floor events can be charged higher rates. Generally, we have a set policy. It's \$600 a day for a larger event and anything else is negotiable. So, depending on what the activity is and the marketing expertise, and I don't pretend to have that to secure dry floor events, the income potential could be greater. It's not limited to \$24,000, that's just a rough average of \$1,200 a weekend for 20 weeks.

3.0

Ice Arena
Management
ServicesProposal
Presentation

Mundle asked so not including any possible weekdays? Davis responded correct. Mundle stated the evenings? Davis stated for camps or things like that, it doesn't include anything that could be done in that direction.

Ronning stated that leaves an open question kind of. You may not have been really thinking about this sort of thing, how would you man the dry floor events? Would the same guy be doing that? Montrose explained he's under a contract with Gibson Management and he would have the strongest hand as far as the facility operations. With a dry floor event, you might have supplemental staff in there but he would be the guy in charge.

The Council stated their thanks. Davis stated Nicole Koller with Victory Management will present the next proposal.

Nicole Koller stated hi, I'm Nicole Koller. I run Victory Management Services. It's in Isanti, Minnesota. We currently have about 20 different businesses, anywhere from small businesses to probably I think the maximum is about \$5 million corporations. I'm looking to do the bid for the Ice Arena, to help manage it and to help grow it and turn it more into a community center rather than just an Ice Arena.

N. Koller stated I do a lot with the marketing lately. We do Facebook, Twitter, we've done a couple web designs lately. Although we did find a site that works well with the St. Francis Hockey Associations using Sports Engine you can do all your scheduling, you can do your league management. I've also talked with them about doing banquet management and weekend event planning so people can pay and schedule their events on line. It's a little bit more user friendly. They also have it so it's cell phone capable so people can be on their cell phones and set up an appointment. Facebook is really nice for marketing, especially if you want your weddings. You can target market certain groups such as you can target girls in-between the age of 18 and 26 and the Isanti location, St. Francis, East Bethel, and you can target if they're single, if they're married. You can target all that information. You can use it for hunting shows, expos, sportsmen shows.

N. Koller stated I went around to St. Francis, North Branch, Isanti, East Bethel, and I talked with a lot of the business owners around here. I got letters of intents signed, interest for the sportsman show, an ATV show, also for some snowmobile shows and get-togethers, and their meetings because there's a lot of, like the Snow Ghosts, and a lot of programs around here dedicated to snowmobiles but they don't really have a central location where they can just meet up because they are kind of scattered on the northern half and they don't have the building facilities.

N. Koller stated I also work with Banquets of Minnesota. They're one of my clients and they do weddings. They own BeBops, the Elegant Room. They own two or three other rooms that do weddings for sizes from 100 to 400 people and they were interested in doing the summer hours. Friday nights and Saturdays will be the primary dates they'd be interested in. They were willing to help with the marketing to get that. They were voted in 2015 The Knot's Best Banquet Facilities. They also do catering for benefits so Caring Bridge would be another place to possible use, some, a little bit more marketing.

Ronning asked could you repeat that please? N. Koller asked which part? Ronning asked Caring Bridge, did you say? N. Koller stated yup, Caring Bridge for benefits. You've got like a lot of the cancer issues and a lot of the health issues that have been going around. It would be a good spot for a benefit to raise funds and help out the community.

3.0
Ice Arena
Management
Services
Proposal
Presentation

N. Koller stated I also work with a company called LJ Creative. They do marketing for multiple businesses all over. They are based out of St. Cloud but I talked with him about getting some signs and posters made that would cover up the actual existing sign, out on the roadside, because you can't entirely see it. You can inlay it in there and it can be neon sign, it can have different colors, it can have the event labeled. So, it would be a little bit easier for people to see.

N. Koller stated I think it would be a great spot for an ice fishing expo or sportsman expo, especially right before hunting season or right before opening fishing because 65 is the 'Highway to the North Land.' I think it would get a lot of opportunity there, especially if you planned it on the weekend right before, when people start to go up and check out their deer stands and check on a lot of that information.

N. Koller stated I've also talked with a couple group fitness instructors who would be willing to use it during the week, after 5 or 6, they'd be willing to show a couple classes. I've also talked to a wrestling instructor who would like to do it during the week, during the days. So, he'd like to rent out the time during the summers to do wrestling camps with youth.

N. Koller stated I've talked with the YMCA. They're interested in having a sub-camp during the daytime for the kids. They have quite a bit going on in the Andover location and they said there's a lot of potential in East Bethel and north but the parents don't want to drive all the way to Andover to go there. So, they wouldn't mind being interested in having a hub depending on the information.

N. Koller stated I've talked with the Hockey Association and we've actually kind of partnered up with them because we want to make sure that they're happy. They've been investing their own personal time, effort, and money into the rink and this upcoming year, they're planning on investing further money to make a dry land area and space for them to kind of get more work going on and more practice time. They want to be able to invest in their own futures.

N. Koller stated I think if we helped to team up and if we can make the Ice Arena profitable, then some of that money can be reinvested into their activities to help them grow and get more players in, spend a little bit more time and money investing in the players, getting a better program going.

N. Koller stated I also talked to someone at the Lutheran Church who's interested in getting a farmer's market outside during the summers. Maybe one or two days a week. They said that they would be interested and they liked the location because where the Lutheran Church is at is kind of off the main drag but the Ice Arena parking lot would be a good idea. It's nice and open and right on people's way home.

N. Koller stated we also talked about putting a pro shop in because there's nothing around here where players can get their skates sharpened or tape or sticks. You have to go pretty much 20 miles in every direction. Also, if you go north, there really isn't too many places that will do that. So, you can bring a little bit more traffic in there.

Mundle asked if that would include skate rental. N. Koller answered possibly, actually, I was looking on Craigslist and you can find quite a bit of used skates that were, kids outgrow

skates like (*N. Koller snapped her fingers*). I mean, you don't get a season out of them. So there's like perfectly good skates that are just on Craigslist and they're asking \$5 or \$10 a pair. Ronning asked how much? N. Koller responded \$5 or \$10 a pair, compared to \$80 for a cheap pair brand new. That's a pretty good cost reduction so that could always be a possibility too.

N. Koller stated I'm planning on being there, at the Ice Arena, during the day time and at night, a little of both. My business runs remotely so I can run my business off my computer. So, wherever I am, it kind of follows. So, I can be at a place during the days, during the winters. If there's ice out, I'd be willing to let people, to open it and skate, if they have little kids, stay at homes moms, schools maybe if they want to rent it like a Cheap Skate but on the ice. I know the Schwan's Ice Arena used to do it because we went down there at high school at one point and did an open skate there.

N. Koller stated I have signed letters of intent from about 25 different businesses who are interested in renting the dry floor space. Then I also talked with the Minnesota Wild Adult League and they're interested in renting some of the nighttime hours, the nonprime hours during the winter months for ice for a men's league or an adult league for hockey. That takes up some of the hours that don't usually get used. Usually they're kind of vacant space.

N. Koller stated I also talked to Lacrosse and a couple churches who would be interested in renting out the floor space as well. I used to play hockey for St. Francis and soccer for St. Francis so I have quite a few contacts that are still in the industries. I've kind of networked with them, trying to get some marketing going already. There's quite a few that are interested in renting the space and didn't know it was available.

N. Koller stated I have worked eight years in the management and bookkeeping and accounting so I do quite a bit of that on a daily basis, almost 70 hours a week. I also have a girl who works with me named Betsy and then we use subcontractors for a lot of our other work. Basically, it saves us money in the long run by using the subs because they are specialized in the industry and you use them for exactly your purpose and then just that purpose.

N. Koller stated for the Ice Arena, definite renovations that need to be done right away, within the first year I want to be in there, is I want the bathrooms renovated. Most girls in there don't even go to the bathroom. They'll go to Hunter's Inn across the road, back when it was open, or further down to one of the bars. There wasn't toilet paper, there were just a couple issues. Then also, it's a little on the cold side and not as nice as girls like it.

N. Koller stated the entryway is another one that needs to get renovated. If you're going to have banquets and weddings in there, you need to make it a little bit more user friendly and not as outdated. Currently, the flooring and stuff, it was built in its time and it's a little outdated for weddings. Weddings are a huge market right now. Just for rental, in some locations, is \$4,000 for the rental of the building. In talking with Banquets of Minnesota, they get quite a bit and they would be willing to rent the space and use their own equipment for the weddings so they can find a way to make the money off their equipment through their equipment rental.

N. Koller stated we also want to make a dry floor space for the hockey players. A spot where they can practice while not on the ice. There's limited ice time for the youth. At

some points, I've talked to Jen and she said that there's three teams on the same ice just because they don't want the kids out past 8 or 9 o'clock. So, you try to make what you can do. We want to make a dry floor space on one side. We've already been working on it but that way there's a spot where the kids can still practice if they're not on the ice so it can be traded off and you can build a lot more skills off the ice where it's not as expensive. You can make your ice time more valuable.

N. Koller stated another thing that would need to be renovated right away would be the paint. Inside it's chipped and aged so it would be another step that needs to get renovated.

N. Koller stated I'd like to see retractable bleachers and removable boards and have looked up, again on Craigslist you can find, I found a couple retractable bleachers that were used for around \$2,300. If you could get rid of the bleachers and boards, you can make more event space and you could have more events going on, like a business expo. A lot of the cities around here are doing business expos to increase their local business revenues and to let people know what's in the area.

N. Koller stated I guess for the most part that should be pretty much all I have right now. The rest I have in my proposal. If you guys have any questions, feel free to let me know.

Ronning stated in the proposal, the economic things, are those up for discussion? Or, is that pretty firm? N. Koller responded a lot of that is based on my research on how much it's going to cost in order to get...you can look up statistics on how much, like a Facebook, how much your return on investment would be if you target this amount of people. And, you can actually, physically, see, like suppose you spend \$20 on this ad on Facebook, it hits 10,000 people, your return on investment is most likely five people. But if it's a wedding, five people could be \$800 per each session for the revenue.

Ronning stated one of the things was, at a certain profit level, that some splits and obligating some of the funds. I don't know that we have the ability to dispense or dispose of. We can't abrogate our responsibility as far as the management of the funds. N. Koller responded okay and stated if we can't do it that way, there's another way we could probably do it where if I took the income and disbursed it to the Hockey Association, because I'd like to get the Hockey Association going.

N. Koller stated there's no reason why, we're a community, you want to build up your community, you want the kids off the drugs, you want the kids out of trouble, what do you do? Provide them activities, provide they're affordable for the parents, and built up the community. If you can get the Ice Arena going with summer dry land and weddings, and you've got Hidden Haven with weddings, and you've got the Refuge Golf Course with weddings, that could bring in a hotel. Then if you have a hotel, what comes with a hotel? You can get restaurants. Ronning stated no water park, I hope. N. Koller stated okay, no water park. But, you can get other things in if you kind of generate some of that. I think if we reinvestment in the Hockey Association, you can get a better program going, give a little bit more ease on the local parents in the area, and you can generate a little bit more income back into the Ice Arena because they'll spend the money back in the Ice Arena. That's kind of what their whole business is dedicated to.

Ronning stated you mentioned banquets and weddings. My first thought is, 'Who's going to go to the Ice Arena for that?' But, I know a lot of people go to run down old dumpy American Legions and VFWs. N. Koller stated I've actually priced out the price if you

were to actually, I talked to a person now who does commercial sewing. We talked about maybe making a cable around, following the rink currently, and having a cloth, like a drop cloth that goes all the way around. They you can draw it from the ceiling and put them into pieces. You can make it fairly easy for under \$1,000. You can make it so it's at least invisible, like you don't see it the rest of the background.

Ronning stated one questions I asked Gibson was, who your person is and if they become unavailable, how would you replace them? N. Koller stated I'm the person and if I become un-replaceable, which I really hope I don't, Betsy is kind of my second in command. She knows all my operations that go on. We're going to be working together. She's going to be doing a lot more of the event coordination and I'm going to help with the rink management. We're going to hire Zamboni drivers to drive the Zamboni and then maintenance and stuff, I can do a lot of the maintenance myself but, yeah, I'm going to plan on being there. I'm going to be the communication person for everyone to talk to. I'll be there to help set up stuff, make it a little bit more flowing. I also, my office number, has an answering service that forwards it to my cell phone after hours so anytime after 6 o'clock you'll get forwarded to my cell phone if there's any problems. I always answer that for the most part. If not, I answer back as soon as I can.

Ronning stated that's a lot of interesting ideas, the fitness instructor and wrestling camp. You don't have a Ouija board along. What kind of things could you predict about, give us an idea of what's the potential anyhow. N. Koller asked as in? Ronning stated some of those, let's see there's fitness, wrestling, and farmer's market, some others as well. N. Koller stated kind of unforeseen at this point but I know, I just talked with Karen prior and she said Bill, the guy who does the wrestling, said that if the second we get the bid, he wants to know so he can set up his times for next summer for the wrestling, I mean for this coming summer.

Davis stated one thing to keep in mind, and it may require some re-examination of City policy, for every user of the facility, we require them to provide a certificate of insurance naming the City as an additional insured in the amount of \$1.5 million. This is a recommendation from the League. Unfortunately, it's discouraged many smaller-type users based upon the fact that they haven't been able to afford it or the cost of the insurance would eat up whatever profit they would generate from that. So, that's another consideration and somewhat of an obstacle for dry floor events.

N. Koller stated yup, and I went and talked to my insurance agent about this, to see if what we could do about it. In talking with him, he said if we set up an insurance program in a separate LLC solely for the purpose of event rental, that business, say it's Victory Entertainment LLC, if I set it up at \$600 for event insurance and with that insurance they could purchase through me and I could purchase through the rink. That would be one option I could think of. That was the one we thought was more feasible if the City wasn't willing to back down on the insurance, which I know they're kind of liable at some point.

Davis explained we really don't have much option on that. Unfortunately, our 'hands' are kind of tied and I just wanted to bring that up. I'm glad that you looked that up and considered that.

Harrington asked have you managed any other ice arenas? N. Koller stated no, I have not managed an ice arena at all. I played with them and hoped that with teaming up with the Hockey Association between, a lot of them have experience with ice. They've grown up

3.0

Ice Arena

Management

Services

Proposal

Presentation

with it, they do it, it's their life. Literally, it's their life.

Harrington stated okay, when the ice goes in you know how to get ice in? N. Koller stated well, if the bid's accepted, I'm going to the Star Certifications. They're held in Ohio and get all the basic refrigeration, certified Ice Tech. It's not needed but it's education that can't hurt to have. Also, I've been 'YouTubeing' and learning everything from YouTube. Ronning asked a what? N. Koller stated YouTube. Do you know how many things you can learn on YouTube?

Harrington asked is your proposal negotiable? N. Koller stated to a point. Some of those numbers are, if you want the return on investment, you have to stick the money in. You can't make money without spending some money sometimes. Like the marketing, I want to stress the marketing because if we don't stress the marketing, at least the first couple years, you're not going to get anyone in there. Once you first get it in the first couple years, it's a lot easier to retain customers, to come back. So, after a few years, you can ease back on the marketing.

N. Koller stated another big part of my proposal was, there's \$6,000 in there for a website. The website's completely integrated with what the Hockey Association has. It integrates with the banquet halls, they can do a little bit of everything plus you can see the schedules on your phone and everything. So, it's worth it. What I put in there is, I think it's kind of not the brightest idea to have the management company pay for the website because if the management company leaves in three years, you've lost your website. I put in my proposal that if you want to back out the amount of money for the website and have the City pay for the website, it would be a different story because then the City owns the website and you're paying the management company to manage the website and you don't lose it every time the management company changes. So, it was just a thought. Either way, but I just figured it would be more feasible for the City to not invest so much money every single time.

Harrington stated I'm a big advertiser. I like to know what's going on up there. I've had people call, 'Who's St. Francis hockey guys, and the boys, who are they playing?' Sometimes you see it up on the board, sometimes you don't. The gun shows. And, we had this Pet Clinic. The advertising, I think, is going to bring the people in here. N. Koller stated definitely. I feel a lot needs to be invested in the advertising 'right off the bat.' And, you will get your repeats after a certain point. An example would be like BeBop's, Banquets of Minnesota, they hit so hard in marketing for the first couple of years that they got labeled as The Knot's Best of Weddings for 2015. They were able to cut back because they had that label. The people just knew they were the best so they kept going back. I do agree. I think marketing is kind of key to getting the dry floor events and even to get other ice events going on.

N. Koller stated if you don't advertise that there's open skating, no one's going to know about it. If you put it on a venue that no one looks at like, no offense, it was put on the East Bethel Ice Arena website, my age doesn't look at the East Bethel City website. It just doesn't happen. Like, I'm not going to Google the City of East Bethel. But, I will go on Facebook and the Facebook ads, if you're going down you see, 'Oh, there's open skating on this date.' Okay, that happens every day. So, I think if we target a little bit more towards the correct crowds, it would be a little bit easier to generate the revenue.

Ronning stated qualified people to be there, run things, do you have access to that? Or, have you planned for that? N. Koller stated I talked to a few people for running the

3.0

Ice Arena
Management
Services
Proposal
Presentation

Zamboni, which I think the Zamboni is probably the key part that I won't be able to handle myself even though I probably could. But I've talked to them. I've talked to a couple of the, I talked to Star and found out that they have a website that you can find classified ads for certified people, or for people who can run the Zamboni, or they offer kind of like a classifieds for people who are in that field. So, that's attainable. I also require background checks and drug testing just because I was a hockey player and I kind of know some of the Zamboni drivers. You just want reliable people with kids and you want them to be secure and you want to know who they are.

Mundle stated you've pretty much asked any that I've had. Ronning stated sorry. Mundle stated that's okay. Ronning asked do you have any questions of us? Or, do you have any other?

Harrington stated I just have two on the concessions. The concession we have now is not, you know there's not a lot of things. Would there be anything you'd change or put in different? Because, people have talked about coffee machines but I know there's a problem with hooking up water and you might not get the best water there. N. Koller stated me and Jen actually sat down one day and we talked about, the entire lobby in general. It's kind of just inefficient because concessions is right where people walk in at. So, the line gets split if you're in concessions. We were talking about maybe, if we got the chance, to restructure the entryway where you can have an info desk, a concessions, and a pro shop on one side and turn where the current concessions is into another possible locker room. Because, I know there is kind of a shortage of locker rooms at some times.

N. Koller stated but, concessions, we also talked about maybe putting in a machine. I found this cool machine that does healthy snacks on the bottom and then you can do hot chocolate, hot coffee, frappuccinos on the top. There would have to be water hookups. It's something that would be nice, especially for concessions because you're not going to keep your concessions open until 11 o'clock at night if there's no need. But there are still in a spot where someone could get a hot chocolate, if it's a parent watching or if it's a girlfriend watching an adult hockey league. I think you'll see where at least there's something there for the people. It's a cold rink, it's a very, very, cold rink and it's well known to be that. It's nice to have something hot.

Ronning asked Jack, I'm sorry I forgot to ask with the first group, if you have some questions. Davis answered no, I've read the proposals and think they're two very interesting groups and everyone has some good ideas so all my questions have been answered. The Council thanked N. Koller.

Davis asked is there any need for more discussion of the Ice Arena proposals here for the Work Meeting? Ronning asked Tim, Brian, do you have anything? Anything further we should talk about? Harrington stated no, all my questions were answered. Mundle stated nothing really right now.

Davis stated a lot of things that were discussed, City Council would really have to get involved in some of this stuff. It's policy decisions, especially about open skating during prime ice hours. I think that's something we would have to develop and let the vendor, whoever it is, know that we're going to block off 'X' number of hours per week, if that was their decision, that this would be open skating time. There will be a few other things that we'd probably have to decide. Is it a policy decision or direction to whomever is selected for the contract? So, there may be some further discussion that we need to pursue on our

3.0

part on this too.

Ice Arena

Management

Services

Proposal

Presentation

Ronning stated priorities and variances to priorities. Davis stated that's correct and both groups pointed out the need for some renovation at the facility. We've discussed this before. We recognize and acknowledge those things need to be done. Some of those things would probably have to be set up as a priority for our part because it would probably require the investment of some City funds to do that. So, perhaps one of the first things we need to do is sit down with the groups and develop a Capital Improvements Program based on priorities and come up with a plan to get some of these things accomplished over the years. We've had the discussion many times. Every time the Arena is brought up, you know, the bathrooms need to be addressed, the lobby needs to be addressed. There's activities or other functions within that building that need some consideration too. It's probably appropriate for us at the Council level to consider some type of planned priority to address those issues and be able to give direction, then, to the vendors.

Harrington asked is there a possibility of getting the Parks Commission involved in this? Let them, go through them and then come to us? Davis stated yeah, that's what we discussed. I'd want to integrate the Parks Commission, is the group to whom is reported to. And then the Parks Commission can consider the information and make recommendations to City Council along with staff. Since this is a recreational facility, I think the Parks Commission should become more involved in at least looking at some of these issues in looking at them in terms of making recommendations to Council.

Harrington stated a three-year contract, that's what you want to go with? I mean, I don't want to go one year again. Davis stated it would be my recommendation to look at a three-year contract. Like you said, we don't want to be coming back here every year. I think then it gives some stability and a little more assurance to the vendor too that they have time to implement some things that they're interested in doing. It gives them time to actually put those into practice. I would recommend the consideration of this that we do have a three-year term on the contract.

Ronning stated there's one member missing so it's further discussion on all of that. Davis asked is this an item that we want to bring to the April 1st Council meeting for further discussion and decision? Or, do you want some more time to take a look at it?

Mundle stated I think probably a little more time. I'd say the second meeting in April. Davis asked is it something we want to have on the agenda for further discussion? Or, have we discussed this to your satisfaction? Mundle stated I think the Mayor should have some input on this so give him time to catch up on the information and if there's any others. Quite a bit of paper here that we can still sit down and study and decide further. I think it would be good to at least have it on the second meeting.

Ronning stated it makes sense to me. Tim? Harrington stated yeah, that's fine.

Ronning asked when do we start running into trouble for timing with them, for them? Davis stated for the installation of the ice, you know, we need for the transition to occur or for everyone to gear up for this. They need some assurance of who's going to be the vendor by no later than the end of June. I would prefer even to have something earlier because they both presented some things they'd like to do that haven't been done in the past. This will give them time to get some planning done on that and maybe even start on some of this stuff prior to the season. Because, once the season starts, there's very little or no

3.0

Ice Arena
Management
Services
Proposal
Presentation

opportunities to develop some of these proposals.

Ronning stated it will give us some time as well to, I haven't been over there other than once or twice and I don't think I've been in the bathrooms. I've heard a lot about them. Have you been through there? Mundle answered not in quite some time.

Ronning asked Nate has the keys? Davis answered I can let you in the building. We have keys here and Nate has access. Ronning stated I'll go over there some time. Davis stated if you'd like to arrange a tour, let me know and we'll get it set up. Mundle stated I think that would be good.

Davis stated thank both of you, we appreciate your interest. Ronning stated good job everybody. A lot of preparation and input. Mundle and Ronning added their thanks.

At this point, Koller returned to the Council dais.

**4.0
Rental
Ordinance**

Davis presented the staff report, indicating Council has previously discussed the need for Rental Ordinance. As more rental properties have become available, instances have arisen that may require an ordinance that would cover issues of the concerns and protections of renters and lessees.

In addition to a Rental Ordinance, Council may wish to include in the discussion an Ordinance amendment that would enable the City to secure services to perform property maintenance activities on abandoned, cited, or unkempt vacant properties to prevent neighborhood blight and eliminate situations that create public nuisances or unsanitary conditions.

The adoption of a Rental Ordinance would serve as a protection to renters and could establish minimum dwelling standards related to health and safety. Additional staff time would be required for inspections and tracking of rental properties.

Davis stated at this time, staff has attached three different types of rental ordinances. One, the draft ordinance, is a hybrid ordinance that staff prepared in looking at different ordinances that different cities have. We have also included the St. Francis ordinance, which we looked at before, and the Cambridge ordinance. These run the gamut from the extreme minimum to one that covers quite a variety of situations.

Davis stated staff feels that the draft ordinance that's presented for discussion tonight addresses the issues of East Bethel. It's a minimal ordinance to begin with. We feel that things can be added as situations arise. This would be more or less a way to license renters and make them subject to inspection standards that comply with the City Codes and State Codes. With that, I think we need to begin the discussion: 1. To determine do we need a rental ordinance; and, 2. If we determine that's what we do, what direction you want to go to consider the content of one.

Mundle stated I believe that as rental is getting more and more popular, call it, I believe that there have been a lot of complaints in the past, hasn't there? About rental properties in certain areas? Our ordinance is usually complaint driven and so this should be something that we should have. As far as how extreme, possibly take something like we have right now and once it's in place see how it goes. If it's determined that we need a more strict system, then we can make it stricter.

4.0
Rental
Ordinance

Davis stated I think that's important. I think it's probably advantageous to start out with something that just addresses the needs that we're aware of at this time. Then as we uncover more situations, there may be the necessity to amend the ordinance to include other enforcement activities. One of the things that we've encountered is we've had more and more complaints about rental properties. Generally, these complaints stem from a few people, not a large number spread over the entire rental population or the people that do rent property. But, one of the things that has come to our attention and we're concerned about is at least minimum safety standards be met for these homes that are rental properties. That they have smoke detectors, egress windows, that they're safe from mold conditions. We're not looking to get in there and try to regulate the renter's business. It's just to ensure that the properties that are rented met minimum safety and health standards.

Ronning stated it kind of seems, I've been thinking about this before and during here, I'm not sure we have a clear understanding what each of us thought we were looking for. I'll start by, I thought we were looking at abuse of renters with unsafe/unhealthy. My thought was that we were looking at the safety and health conditions of the buildings as a priority.

Davis stated that, to me, are the priorities, the health and safety issues of rental dwellings. Granted, rental properties are just like everything else. Generally most people are pretty good and rent properties that are up to standards and it's the few that really have to be regulated or cause the need for regulations. One of the things, I think, you run into, you get into a situation here where homes that used to be single-family residences have now become maybe rental properties. As a result, they may be older properties that may not have had some of the current Code requirements that exist now, especially in terms of smoke detectors and egress windows for basement rentals.

Davis explained what we have proposed here in this proposed ordinance for consideration, is just that renters have to be licensed and the properties will then be subject to an inspection to make sure that they meet those minimum standards. Now the question becomes, 'How do we determine who is a landlord and who is a renter?' We know of several people that rent property that we've had on-going issues with. We would notify those people and also encourage those other people who have rental properties to come forward and participate in the program. Then as we receive complaints from renters, those other properties could be identified.

Davis stated this isn't something that I envision we're going to go out and try to find who every renter in the City is. That's really not our business. If there's no complaints, we may not recognize that somebody is even in the rental business. But, these would be ways that we would initially try to seek to incorporate people to comply with the ordinance.

Ronning stated going through this, we're pretty strongly suggesting that the owner has pretty heavy responsibility in enforcement when actually that's the Sheriff's Department? You don't go over and police your property. You can tell them, 'We don't like what you're doing. We're going to call the Sheriff,' or something. But, you don't have any authority to do anything.

Davis asked is there a specific instance in there that you're looking at? Ronning stated there's about a half a dozen or more. Conduct on Licensed Premises, and I recognize there's a lot of work went into this, I'm sure. Licensee responsible for insuring the persons occupying or present at the rental property conduct themselves in such a manner. Once

4.0
Rental
Ordinance

they sign the rental thing, that becomes their house and you don't, no 'peeping Toms.' Enforcement authority; notice of violation; first, second, third instances; additional instances; as I read this it was kind of very strongly implying that the owner is responsible for the renter's conduct.

Davis explained they are if they want to keep their rental license. In reality, everyone is responsible for their own personal conduct but if a rental property owner rents to disorderly-type people and causes problems within a neighborhood, then this was looked at as a way to address that.

Ronning stated the ability to pick your renters or who you sell a house to is gone. Mundle stated no, no, it's your property before you rent to them and so it's your property, your investment, and so you want to take the proper care. Do a background check on who you are renting to. Selling too is a different matter but renting, you can do a background check on them. I'm not familiar with all the laws, so don't quote me, but I believe that you can choose your renters. And, the landowner also is the one making the contract that says if you rent my place, you have to follow these rules here. If these rules are not into effect, say mowing your lawn and keeping everything looking nice, then these repercussions may happen. So, the landowner themselves can put conditions on the property as far as I know.

Davis stated it's much easier to control who you rent to and impossible to control who you sell to. There are contractual agreements that make this work and this also references everything back to Minnesota Statutes so regardless of whether it's in the ordinance or not, it would still be in violation of the law. This is just a way to, hopefully, encourage people that do have rental property to do the proper background checks and try to ensure that their renters are orderly and aren't going to cause issues with other neighbors.

Ronning stated I wonder what a background check costs. Any idea? Davis stated it depends on how deep you go into it. Probably for a minimum background check it's going to run you about \$30-\$50. But, you get what you pay for. Generally that may be like a driver's license check or things that are just available from a lot of public-type records.

Mundle stated I think some of that can be charged to the person applying to rent. I think. I'm not positive. Davis stated that expense can be passed on to the renter. Mundle stated yes.

Koller stated one problem is once the renter's in the house, you can have a hard time getting rid of them, even if he's violating all the rules. Davis stated there is a process for eviction and sometimes that can be lengthy.

Mundle stated it depends on how you're renting it. Looking at the definition. What is a rental property? It's kind of vague and I was wondering how contract for deeds and leases to purchase, if those are excluded. Or, what exactly is considered a rental property? Davis stated what we've provided here is a draft that we need to identify some of these questions. Those can definitely be looked into. I don't have an answer for it now. If it's a concern, a consideration, it's something we can definitely look into and further define that. Mundle stated yeah, it should be because I believe that those two items are not 'rental' but under this definition if you're not the owner living on that property, and you let somebody else live on that property, then it's now a rental property.

4.0
Rental
Ordinance

Ronning stated it might be your brother or cousin or somebody for nothing. Or, could be a parent. It's not always universal that it would be a renter. Mundle stated in St. Francis' definition, your lineal family was excluded. So, your brother it's okay but your cousin has to pay.

Harrington stated the ordinance book is going to get awful thick with all these ordinances going in there. I mean, we need it, don't get me wrong. Ronning stated that's part of what my thought is as well, 'What do we need?' and 'How much do we need?' Davis stated that's what we're here to try to define and discuss. Ronning stated after looking at this stuff, Cambridge or else what we have right now suits me

Harrington stated the seven, call it requirements you've got here, I think these are good and then with the septic in the front yard. I mean you don't have to go crazy, you know, in the front yard, how the front yard should look.

Davis stated that's why we wanted to keep to, originally simple and to a minimum. We will find that other occasions arise in the future and those can be addressed with an amendment and a modification to the ordinance, as we see fit. My recommendation, if we choose to pursue this, is to keep something that's manageable, that's simple, and fits our current situation now. We can pull a 30-page ordinance off the shelf and change the names but there may be way too much in there for us to address.

Harrington stated like Brian said, if we have to add stuff or take stuff away, we can do that. Mundle stated we really just need some framework to start with. Harrington agreed. Ronning stated it's easier to do it the first time than it is to undo it. And, it isn't redo it, it's undo.

Davis stated Colleen and Nick are both here tonight to answer any questions you may have too. If I come up with an answer that says, 'I don't know,' don't hesitate to ask them.

Mundle asked right now do you have anything to add on your viewpoint of having a rental ordinance? Ronning stated I don't know that we've readily identified the needs and then how do you fill the needs. Mundle asked fill the needs of? Ronning stated what needs do we have? What's our condition right now? What, 50 years this, 56? Davis asked for? Ronning stated it's been a recognized. Davis answered since 1959, so it would be 56 years.

Ronning asked in 56 years, we should be pretty cognizant of what we're doing to change a 56-year pattern and identify what it is and why. Davis stated we currently have several people that own rental property that we've had issues with that have rented property that doesn't have any kind of safety conditions. I actually viewed one a little over a month ago that had no handrails for a second story balcony, it was open. It had live electrical wires hanging down from the ceiling even with no wire nuts on them. It had a porch that was removed and a load-bearing wall that was taken out with no support under it. It had a set of stairs going down to the basement that was held up with just one jack pole. It had can lights hanging from the ceiling by their wires. It had a failing septic system, it had a fireplace that you took a piece of cardboard off of it, it was almost open to the outside. The pump on the outside had no electrical boxes, it was just wired up with wire nuts and electrical tape and exposed to the elements. This is a condition that's been familiar with several other of this person's properties. We've had four or five like this and they are an issue. We've had complaints from renters and it's something that ordinances like this address. Again, like I said, it's like everything else. Most people's properties are great and there's no problem

4.0

Rental
Ordinance

with them but ordinances and laws are meant to address the inactions of a few and not the actions of the many.

Ronning stated that speaks exactly to needs. When you do this sort of thing, you don't want to, myself I don't see in, brings some good renter when you've got slumlords that really it should be addressed to. What was it that you didn't like about that place?

Mundle stated to answer your question on that Tom, of why in 56 years of East Bethel as a City's existence that we haven't needed this, essentially in the 56 years the City has existed, it has never seen economic conditions it has seen in the past say seven years with, I'll call it the 'Great Recession' where a lot of houses went up to foreclosure so now you have people with bad credit, their houses go through foreclosure, allows them to get picked up cheaply by investors. Now those people who have bad credit cannot buy a new house but they can rent a house. So, that's why you now have a large amount, or a greater amount of rental properties right now.

Ronning stated per capita it probably hasn't changed a whole lot but the fact of the matter is, there's problems out there and we're kind of, it's a 'giant umbrella' over the entire thing, is what we're considering right here. Is that what's required? Or, is it something that makes some, this one that Jack's talking about, they should be run out of business. If they don't fix it then is there something we can do to really go after those guys? Because, that's the one that's endangering people.

Davis stated in this instance, we have red-tagged the home and it can't be occupied until those corrections are rectified. That's one way to do it. You know, you speak of needs. There's been another instance that I saw, a smaller house that was for rent that had some severe mold issues that the owner just tried to paint over and then rent the property out. A lot of instances exist like that. Again, we're dealing with trying to correct the errors of a few but that's why we want an ordinance that's simple and uncomplicated so it doesn't encumber those that are doing the right thing.

Davis stated again, like I said before, if we passed an ordinance like this it's not my intent to go out and try to find every renter in the City of East Bethel. We know those we have problems with and we would notify those people. And, again, we would encourage people to self-register and then we would base the rest of it off renter complaints as to who would be required to get a license. It's a lot like the home-based businesses we have in the City. We've issued about 100 Interim Use Permits for home-based businesses but we suspect that's probably just a small portion of the businesses that are actually operating.

Mundle agreed and asked Nick, what do you have to say? Schmitz stated I get calls from renters. I don't know how many or how often, probably every couple months I'll get a phone call and probably since 2015 I've probably had three phone calls from renters that wanted me to come out because they've had issues. Usually mold is the big issue. But, it could be other things too, like the one Jack talked about where there was work done without permits, there were unsafe conditions, a couple little kids living in the house, no electrical outlets. Actually, one of the owners fell off the stairs and got hurt. I'm surprised somebody didn't get hurt even worse. Electrical panels with no covers on them. This is 100-amp panel. Some kid could be walking with a metal stick or something and, not knowing, touch that and it would be the end of them.

4.0
Rental
Ordinance

Schmitz stated again, this is the extreme but I do go out and if anyone calls right now and wants, you know they're complaining about the house that they're living in and I do get these calls. I will go out there but right now all I tell them is I'll go out there and write up whatever. If it's a valid complaint, I'll write it up but we can't as a City do anything about it unless they're breaking some City Code or State law. Mold in a house is not a Code violation. Usually the renters want to take somebody to court because they're moving out because they can't take it any more. So, they use whatever I write up, the issue, and they use that in court to try to do whatever they need to get done.

Schmitz stated how big of an issue this is in the City of East Bethel with renters, I really don't know. I think a lot of people end up moving out or living with the issues. So, I really don't know how big of an issue there is out there with the renters.

Ronning stated one of the things that Nick mentions that I'm hoping to come out of this is a vehicle for people to make contact and expect something. Davis agreed it is and stated we've had reports that certain renters are afraid to come forward for retaliation or a possible eviction. We know of a couple of instance where we've had complaints, unofficial or information, but they won't actually press it because they're afraid of retaliation from the landlord or, again, possible eviction from the premises.

Schmitz stated most complaints I get are from renters that are leaving. I think that's it. They stay as long as they can and again, going back to the house that Jack was talking about, I was told by the renters that several times they talked to the landlord about fixing things and every time they brought it to their attention, they were told that, 'Well, if you don't like it, you can leave.' So, they lived there actually a year before they couldn't take it any more because nothing was being done to correct all of the issues they had. In that case, I don't know if anyone of you have seen the pictures, but there was a lot of issues. Again, that's on the extreme side but we don't know how many are out there that are like that either.

Mundle stated so as the person that deals with this all the time and will be in the future, do you think there's need for an ordinance for rental? Would it help you do your job? Schmitz stated well, what it will help is, I think it's going to help the renter that is renting these homes. They have a tool to, if there's an issue, to make a complaint and I think we're going to find a lot of renters that way and get licensing, if we go forward with this program. I think it's going to make, you know, it's going to make people repair stuff and keep their homes in a, they're going to fix things that need fixing. They're going to make things safe where right now, some of them aren't putting any money into anything. I think the attitude I've heard from some of these renters and these are ones that are moving out, is that they won't fix it because they don't have to and if you don't like it, you can leave. So they either have to live with the issue, and again a lot of it's mold, a lot of mold, and they have to either live with that or find another place to live because the person renting it is just not taking care of it. You know, fixing rotted doors, windows, and these are just ones that I know of that I've gone out and looked at.

Mundle stated so it would help improve the City in some circumstances. Schmitz stated I think so. There's housing stock and I think, I just picture myself if one of my neighbors was renting a house out, I'd like to know that the house is not going to just kind of slowly fall apart and look kind of, 'go downhill' if you will. I'd like to know that is going to be maintained if he's going to rent it out. You know, that affects my property value too. I'm a strong believer in personal property rights but I think when somebody's property is

4.0

Rental

Ordinance

affecting the neighbors, it's affecting their rights also.

Mundle asked is there any other questions for Nick? Harrington stated not for Nick but I've got one for Jack. Would these pertain to like a mobile home too? I mean, would we do anything different with a mobile home? Davis stated if it was a rental unit, it would apply to the mobile home. If it were owned, it would not. Harrington stated okay because I was wondering for like tie downs, or something like that, because them things in a windstorm, you know. Davis stated they would have to meet those regardless but if mobile homes would be included, they would be a dwelling so they would be subject to the Rental Ordinance if they were to rent it out. But, the other basic stuff with a mobile home, when it is sited, it would have to meet all the tie down requirements.

Ronning stated my first comment, I think, was about enforcement and we don't have a whole lot of anything said about if somebody has an 'armpit' of a house like you just described. What we have is disorderly premises. Three issues of disorderly premises and the person is supposed to correct that. That's kind of in the 'eyes of the beholder' for one thing. That's a neighbor call and have this guy go over and threaten people to get back in the house and talk quiet. I don't know that we're going to require people to do those things.

Davis stated here again, that would be referenced as to State Statutes as to what's legal and illegal as far as disorderly conduct goes. As far as referencing what has to be done with the buildings or the rental properties, all that's referenced back to the State and the City Building Codes.

Winter stated if I could, I would like to expand a little bit, Tom, on your question. The ordinance is really designed for two purposes. One, it's to protect the renters that are there from being assured they can live in a healthy and safe environment, if you will. That is done through the application process itself and through the inspections that the Building Inspector and our Building Official will be going on. There's actually certain things that they are going to be looking for. We did not spell those out in the ordinance because we didn't want the ordinance to get inordinately long. But it's basically the health and safety thing.

Winter stated so we've talked about when they go out, before somebody is actually issued that license, they would have to make sure that all of those things are in place. The part that doesn't cover is the part that we did include in the ordinance and that's actually the protection more for the landlord, if you will. It's written in other Statutes as far as disorderly conduct but, again, it's somewhat is in the 'eye of the beholder.' I understand what you're saying Tom. But it's the idea that the landlord now has a mechanism that they can use based on if they found out and the neighbors are complaining that their renters have had a party and the cops have been there and then they got another complaint about the renters, this gives them the ability as a landlord to be able to deal with their renter. Perhaps the argument could be made that maybe as a landlord they could do that through the lease process itself and maybe their own lease agreement addresses it. But, this is just another way for the landlord to be able to deal with that. So, it's kind of two different things.

Ronning stated as it's written, it talks about disorderly and there really is, if somebody has something about the safety of the building, I'd like to see it. Because what I'm seeing is: Rental Property Deemed to be a Disorderly Premises; Notice of Violation; Directive to take steps to prevent further violation, which are disorderly premises. The second one is if a disorderly premise occurs within an annual license. The third is, if a third instance of

4.0

Rental

Ordinance

disorderly premises. There's nothing about the renter, the landowner.

Davis stated if you look under Section 3, the condition for the issuance of the license is based on the property being acceptable under the Property Maintenance Code set forth in the East Bethel City Ordinance. So, you have to have an inspection done. If it meets the inspection requirements, then it's eligible for rental property. That's the issue. And, here again, we can spell it out in greater detail but we reference it back to the Building Code so that's what addresses the property issues.

Ronning asked do you guys have enough spare time to just incorporate this into your regular day? Schmitz stated the inspections and the license is good for two years. I'm not sure how many renters we're going to have when the program's going to be new. I think in the course of two years, say we had a dozen or two dozen. I don't think that's going to be a problem.

Ronning stated there's probably going to be a couple people that have a dozen homes by themselves, if they come forward. Schmitz stated that could very well be. Ronning stated that's another thing. There's a cost associated with this. What's the current condition? What's the need? What's the resolution? Do we have the ability to fill it without more manpower?

Mundle stated that's what the fees would be, when collected. That would be set to help cover the cost. Schmitz stated the permit would cover the inspections and the re-inspection, if necessary. That's in the permit fee. That's a part of it.

Davis stated at this time, since this is discussion of the ordinance, we have not established or are even recommending a fee for the service yet. That's something that's yet to be determined. As far as additional manpower, at this time it would not require any additional City staff. Could it require some in the future? Well, we would hope at some point in the future we would grow enough to require an additional person and these would be covered by generation of fees. So, this would hopefully be something, it wouldn't be budget based, it would be fee based to cover those person's times.

Ronning stated the fee thing is another thing. This turns into revenue and how it's, I don't see us making money from some landowners renting. Davis explained it wouldn't be designed to make a profit. It would just be designed to cover our cost. When I say at some point we may hire another person, the reason we would hire another person is because we're having growth that generates more time than our two inspectors. Mundle stated if it's justified. Davis stated absolutely and still, yet, maybe the fees may not cover it all. We actually went through a period here from 2008 through 2012 where the generation of fees for the Building Department didn't cover probably, maybe, one-third of the expenses of that. But, there were still functions that needed to be carried on. The Code Enforcement, inspections that fees don't even pay for. So, we don't ever utilize fees as a method of generating revenue for revenue's sake. It's used to cover cost.

Mundle asked is there any other discussion on this then? Do we need to, what are you looking for on this Jack? Some direction? Davis stated we'd like your opinions on it and if there's anything that you see that you'd like to add, delete, and further directions on how to proceed with this draft. If this one's no good, do you want another one? We're just looking for your input in how to proceed on this matter.

4.0

Rental
Ordinance

Ronning stated I think we should have some suggestions rather than grumble about what comes up next. Mundle stated I'd say take, this review it again. If there's any changes you'd like or Nick, have you reviewed the ordinance? Ronning stated they helped write it. Mundle stated okay, so I'd say review it again and pretty much we talked tonight about Tom, whether we should have it or not and the existential questions. If we're in agreement that we should have this, then at the next Work Meeting bring back something more solid that we can discuss the particulars of. How does that sound?

Ronning stated right, I'm just suggesting that if they had a few more hints about what we might be looking for it's easier than just to read everybody's mind and what fits.

Davis stated so particularly what needs to be addressed, you want to see more references as to exactly how we're going to address property issues, if I'm reading this correctly. I think, Tom, you had some concerns over that conduct section that we may want to take a look at. It may be just a little heavy on that. We can certainly take a look at that and suggest modifications, suggest some other references, or more specifics. As you know, here's how we're going to handle the particulars for the standards that we are going to use for this. Just make that a little more clear. Is there anything else that you'd like to see as far as changes, additions, or deletions? Mundle stated I brought up the definition of 'rental property.'

Davis asked Tim, have you got any? Harrington stated myself, I like what you've got here. I think this is short and you don't need a 'book,' you don't need to write a book. I mean, the less you've got, the better off. You cover everything in here in the septic. Mundle stated if this works then it works. Harrington stated yeah.

Schmitz stated the intent when we did this was exactly that. We looked at many cities and some were very, very lengthy. There was so much to it that by the time you get half way through it, you didn't want to read any more because there was so much to it. But, by doing it, we also wanted to be thorough enough where if we were going to do this, that it made sense and there was a reason and it was for safety. Again, if you look through our checklist, smoke detectors, carbon monoxide detectors, maybe one fire extinguisher in the house. To me anyway, it was a lot of common sense. It was a common sense approach to this if we were going to adopt something. That's my mindset going into this.

Ronning asked what if we look at a criteria required of lessee, lease owner? What would we require of them? And then if that fits, if that's perfect, then how do we build around it? Davis stated they did actually develop a checklist for this as far as inspections. Maybe that's part of the answer. I think the other things may be addressed, the particulars of how it actually applies to them. In this particular instance, we can certainly add a few things there. We'll try to do it in the least complicated manner. I want to try to maintain a goal of making this thing as simple as possible yet address the issues. There's a way to do that. Some people get carried away with words and too many specifics when you can actually utilize references in existing Codes and other particular things that apply to this. So, we'll keep those in mind. Is there anything else that you'd like to see in this Tom?

Ronning stated once again, looking at reality, I would bet that between the three of you, you know at least half of the slumlord problems we have. And, it's not some top secret nobody can find out about it. So, with that in mind, what would we want them to do? There's a checklist and how do we want them to do it? That's the direction.

4.0
Rental
Ordinance

Davis stated and part of that problem, too, is actively going after some of these people that are doing this work without permits that are constantly violators. And, pursuing it from a Code enforcement standpoint. That's one thing that will be brought up here if not this Council meeting, the next one with some direction on certain individuals.

Davis asked Ron, is there anything you'd like particularly to have us look at? Koller stated not really. We just got to keep it as simple as possible. Ronning stated yeah, amen.

Harrington stated we've got better things to do in this City. We've got to get development, we've got to get businesses in here. I mean, keep these ordinances short and right to the point. Like I said, this is important but we've got other things we've got to get done.

Davis stated I'll give kind of an example. When I moved here in 2006, I looked for a place to rent in East Bethel. Couldn't find anything. Was there something available? There was probably some stuff out there. I didn't have a lot of time. I couldn't find anything so I didn't move here. In 2008 we went through the recession trough 2010 and like was previously discussed, I think that changed the whole landscape of rental properties in the City. Now it is somewhat of an issue and, again, I think it's applicable to only a small number. But, again, unfortunately that's why we have to have laws and ordinances that addresses the few. Most everyone else is probably responsible. But in order to make sure that the actions of the few don't get out of hand, then we have to look at ways to make it across the board.

Ronning stated a smaller version of 2007, 2008, 2009, happened in 1973. There was a big one in 1958, but that goes before the City. There was one as bad, if not worse, in mid-1970's, 1978, and 1978 going into 1980. As far as people losing jobs and stuff, we lost close to 100,000 members in three years. That isn't everybody but that's reflective of what was happening in the country.

Davis stated I think what separates the recessionary times we had in 2008-2010, was there was housing market bubble, housing market values escalated so quickly and got really so far ahead of themselves in relation to everything else. Credit was easy. There was a lot of people that actually were loaned money to buy homes that actually couldn't even afford it. So, I think it made that, from a housing standpoint, a little more impacting on that than some of the previous stuff was. So, I just think we do have some situations in the City that we need to be taking a look at. We are getting more and more complaints regarding this and this is why we're proposing this for your consideration.

Mundle stated well, one reason that I can see why the landowner of rental properties would want to be licensed is that the City would now have a list of licensed renters in the City that people can come to City Hall and get this list and they can see what complaints have been against them. For somebody to be a landlord and have no complaints against you, that would be some good advertising. Ronning stated no record is easier to explain than a good record.

Mundle asked is there anything else on this item then? Do you have enough from us Jack? Davis stated we've got direction. We'll look at this and make some changes that reflect our discussion tonight and bring it back at the next Work Meeting for further discussion.

Ronning stated there aren't a whole lot of secrets out there. You guys know pretty much where the problems are and how bad they are anyhow. Thank you.

4.0 Rental Ordinance Davis stated some of them, surprisingly, we just found out recently. There were a couple of instances that were brought to our attention, at least to mine, back last Fall that I wasn't aware of.

5.0 Rural Residential Zoning Densities

Davis stated the purpose of this item is to discuss recommendations of the Planning Commission as they relate to changes to residential density regulations as required in Sections 41-14 and 56, 57 in the City's Zoning Ordinance. Those sections relate to zoning classifications for rural residential, R-1 and R-2 zones. The City Zoning Ordinance was amended on September 5, 2007, to restrict densities in unsewered residential areas to one unit per 10 acres or four units per 40 acres with no lot exceeding 2.0 acres. Since the adoption of this amendment there have been no subdivision plats filed in the City of East Bethel that do not have access to sewer service. The 2009-2010 recession was the major factor for the absence of subdivision plat filings in the City. However, as we emerge from this recession, the '1 in 10' density minimums have been a detriment for the lack of rural subdivision plats and development in the City.

We have had five legitimate inquiries regarding Rural Residential subdivisions in the past 10 months. None of those were able to proceed with developments unless they could be done at the 2- to 2.5-acre lot densities.

Given that the previous regulations for lot densities and the amount of acreage in the City classified as wetlands provided protection against urban type densities in these areas, and that the '1 in 10' requirement was as much of a tool to discourage low-density development in the Highway 65 Corridor, as it was to protect the rural nature of the City of East Bethel, we feel it's appropriate to reexamine this standard.

The Planning Commission discussed this matter at their July 22, 2014, meeting and recommend the density requirements be changed. The matter was referred to Met Council for their review and approval, but as of this date we have not received a decision on our request for the proposed change. As a result, this issue was not presented to City Council in July. However, with the increase in interest in rural subdivisions, staff is requesting an immediate response from Met Council regarding this matter.

Davis stated I think it's important to note that the Planning Commission has no recollection of this '1 in 10' change. Mundle asked when it changed to '1 in 10?' Davis stated yeah, when it changed to '1 in 10.' I have no recollection of when it was done because this was done some time in 2008. I'm not sure why the change was made. It does show up on Met Council's records that we are a '1 in 10' density area, for the City for those areas that aren't sewered.

Davis stated we've had a request and you have a little map that I passed out that has some color on it. The yellow area is the 65 Corridor that can be served by water and/or sewer. Ronning stated the color fell off mine. Davis stated the orange areas are larger tracts of land that are 20 acres or bigger that could potentially be developed into Rural subdivisions.

Davis stated during the time that we indicated, we had an area up here in the northwest portion of the City that somebody inquired about. We've had an area down on Coon Lake Beach in two areas, one off Lakeview Point, the other one off Thielen Boulevard. We've had an inquiry from a gentleman that's off 237th and there was one other one that I'm trying to recall where it was. These people are interested in doing subdivisions in the 2- to 2.5-

acre lot size, which is what has always been the standard for East Bethel. Even though there's a '1 in 10' requirement on the books now, there's never been a plat filed since that's been in effect. But, that's not the reason the plats weren't filed. The reason the plats weren't filed is because of the recession and because there was somewhat of an inventory of lots available.

Davis stated for those that would argue the '1 in 10' requirement protects the rural character of the City, I would somewhat disagree with that because the 2.5-acre requirement, I think, showed what kind of development we had previous to that. But, the biggest factor that protects the rural character of East Bethel is we have a little over 30,000 acres in the City but 16,000 of it is wetlands and undevelopable. In order to provide landowners the opportunity to develop their property, we'd like to bring up and have Council reconsider going back to this 2.5-acre minimum standard versus the 10-acre standard. There can be instances on some of these properties that are identified in orange that some of these people may have thought, 'Well, I don't have a 401K but I've got some land and when I retire I'll either sell or develop it and that's going to be my retirement plan.' The '1 in 10' requirement effectively takes that ability away from them.

Davis stated as Mr. Koller pointed out to me earlier tonight, land is expensive. If you have to have ten acres for a building site, you're investing probably a lot of money that can actually go into the home. We feel like the 2.5-acre minimum is not going to encourage high density. I guess it's all in the 'eye of the beholder.' I have 2.8 acres and I think I live on a ranch. But, it's something that I think we need to consider, especially with the number of property owners that have inquired in the past ten months about the possibility of doing these types of subdivisions. Granted, these don't do anything as far as meeting any of our SAC or ERU requirements. But they do grow our population and the attraction of businesses is based on how many people you have. The bigger market area we have, the more we're going to be able to attract business within the sewer district that will, hopefully fuel our growth to partially meet some of the ERU and SAC goals that we have facing us for the next 25 years.

Davis stated so I think that this is part of the component to meeting that but I think it's also the right thing to do. In the area outside the sewer corridor, only a section of property on the south side of Viking Boulevard between Naples and the Linwood Township boundary and on Lakeview Point and in Coon Lake Beach is zoned R-1 or R-2. The rest of this is zoned Rural Residential. I have no problems or don't really advocate for changing that requirement in the sewer district now. But in the Rural Residential District, I think that's, the '1 in 10' is just a little excessive. So, we're presenting that to you for direction and see how you wish to proceed on that.

Koller stated I know people who are looking for ten acres to have their own little place out in the woods but it's cost prohibitive. Like I said, 2.5 acres is a very nice sized lot. You're not buying a farm or a ranch but you're buying enough room where you don't have neighbors 'climbing on top of you.' Like you said, most of this is swampland in-between so they've got wide-open spaces all around them. I would agree with 2.5 acres.

Ronning stated if you know the answer, what do our neighbors have? Ham Lake isn't ten. Davis responded Ham Lake is one acre. Ronning stated Oak Grove isn't 10. Davis stated Oak Grove has one area that's '1 in 10' and then they have a couple areas that's 2.5 and one that's a 5-acre minimum. Linwood is 5 and 2.5. They have two different areas. We're the only City in Anoka County that has a '1 in 10' minimum requirement. Nowthen is 2.5 and

5. The only thing we compare to is Athens Township. Athens Township, theirs is not '1 in 10' but '4 in 40,' which is the same thing. It means you can cluster four homes together but then they've got to be on 40 acres. So, all of our surrounding neighbors have a lot less density requirements than we do.

Koller stated well I see all of these, basically most of these, if they did go 2.5 you would have a little group of houses surrounded by wetlands. So, it's going to feel real rural no matter what you do. Davis stated I agree. Anything that's done outside the area where it's sewerred where you can have higher densities, is going to retain that rural feel just because of the wetlands and they're going to break up any kind of, even 2.5-acre density developments. Again, remember we have 48 square miles. The sewer area is 12 so that's only 25% of the City. The remaining 75% is going to be 2.5 acres at a minimum and it's going to be punctuated by thousands of acres of wetlands that's going to break those developments up.

Koller stated and it's not saying every one of these will become 2.5 acres. Davis agreed that's correct and stated that means those could eventually develop over the next 100 years, but they're not all going to develop over night. Koller stated people can still buy the entire parcel. Davis stated that's correct.

Ronning stated with the amount of wetland and how it's spread out, a lot of people have property they can't sell, they can't develop; they can't do anything with it. This would probably open it up for more development. What are lots going for in East Bethel? Do you know? Oak Grove still had some \$25,000-\$30,000 lots but I heard we were like \$10,000 over that.

Mundle stated he knows for quoting the lots in Whispering Aspen, they're at \$30,000 right now and they are selling. In the 'heyday' they were \$55,000 to \$65,000 and I would expect them to, within a year or couple years depending on how development goes, that they will move back to that. I know St. Francis has some that's in the \$20,000s but they're looking at \$30,000s right now too. Some in The Ponds, I believe, they are in the \$40,000s-\$45,000 to 49,000. Isanti has some cheaper stuff but they always did and Cambridge had some cheaper stuff but they always did as well.

Koller asked, in Whispering Aspens, what's the average lot size there? Mundle answered a quarter to three-quarter. Koller stated okay, so they're small and they're still going for. Mundle stated they're standard. Some of them are bigger than your standard City lot and some of them are just your average size. Koller stated I've driven through there a few times. I like the way they're laid out, curved roads, so it's a very nice neighborhood. Mundle stated thank you.

Harrington stated we can make a lot of recommendations but is this going to be up to Met Council? I mean, they can tell us, 'No.' Davis explained it just depends and what we've argued is it is not a Comp Plan Amendment. If it's a Comp Plan Amendment, they have to approve it. But, our argument would be that it is not really a Comp Plan Amendment, it's just a change back to what was originally in the ordinance. Nobody understands the way it got in. If you read the Planning Commission minutes that were attached as part of this, a lot of those people have been on that Planning Commission for a long time and several of them were surprised that this was a new standard in East Bethel.

5.0 Rural
Residential
Zoning
Densities

Davis stated you talked to a lot of people. If you recall, there was a gentleman by the name of Jeff Stalberger that came in here and we discussed some of this. He wasn't aware of it and he's on property here for a long time. So, I don't know how it happened. I do know that in 2006 or 2007, the City enacted a moratorium within that sewer corridor to prevent any new septic systems, which means no development. That moratorium was lifted, probably, in 2009. Perhaps there was some confusion when they adopted the Comp Plan in 2008 and that was mistakenly written into it. I don't know. I don't have an answer to that but it is very perplexing to people that have had some history with it in how it came about because they certainly don't remember approving or even discussing it.

Ronning stated and that 12 square miles of corridor is really 2.25 with 30% maybe in the ground. Davis stated yeah, and then you know by the time you take away the roads. Ronning stated the definition of the corridor is. Davis stated yeah.

Koller stated I think 2.5 acres too would interest a lot more contractors and developers than '1 in 10.' Ronning stated it would make us a lot more saleable. If you've got to buy ten acres, that's probably a couple hundred thousand dollars, a quarter of a million or something? Depending on where it is? Mundle stated with ten acres I've seen anywhere from northern Minnesota \$20,000 for a 20-acre piece. Normally, for a ten-acre piece, you might see that at \$70,000 to \$100,000 depending on. Maybe \$120,000. Ronning stated you've got to put a million dollar house on that, for a builder to put the deal together.

Davis stated one thing about the '1 in 10,' we've been talking primarily about the Rural Residential zone. As far as the corridor goes where sewer service is available, I'm not sure that we want to encourage 2- or 2.5-acre lots there because we don't have enough land as it is, probably, to meet our density requirements. But for areas outside the proposed and existing sewer area, it would certainly be my recommendation and staff's recommendation that we consider going back to the 2.5-acre minimum.

Winter stated there's also a portion that is zoned R-1 along Viking and down by Coon Lake that should also be the Rural Density standard of the 2- to 2.5-acre. That's actually where most of our inquiries have come from, that southern area. So, anything outside of the corridor I guess I'd recommend that you look at the '1 per 2.5-acre.'

Ronning stated I'm not real familiar with R-1, R-2. Could you explain the definition? Do you know Tim? Winter stated RR is Rural Residential and if you look at a map of the City, there's actually one right behind you or there's one there, everything that's in kind of that light yellow is actually Rural Residential. That's the '1 per 10' that is open spaces, limited residential development. It's characterized by significant wetlands. It's also got some areas that have the Natural Environmental Overlay Districts on top of it. The other areas, the corridor itself is three-quarters of a mile so it's kind of, if you look at that big map, it's almost as if it's outlined by the R-1, which is the Single Family Residential. That's a higher density if you have it in a sewer area. It's just allowing single-family homes in that designation. Then as you go along Viking and go on the Lake, there's also that R-1 that is single family. So, Rural Residential and Single Family just have different setback requirements as far as what you can do in there. But from a density standpoint, there's still both '1 per 10' acres. Or, I believe the language for the Single Family might read something like, or maybe it's Rural Residential that reads: '1 per 10.' That's basically what it is.

Ronning asked what would we call 2, 2.5 acre? R-something? Winter stated we could change all that to probably a Rural Residential designation or we could leave it the same way. It isn't just change the density standard and not change the zoning and all because then we don't mess with the setbacks.

Davis stated in our Zoning Ordinance, R-1 is proposed to be of higher density than Rural Residential. The standards for that district without water and sewer is '1 per 10.' If you have water and sewer, you can go to a quarter of an acre. The R-2 is another zone for even higher densities that permits townhouses. With the exception of a small stretch along Viking Boulevard, Lakeview Point, and Coon Lake Beach, all of the R-1 and R-2 zones are restricted within that water and sewer corridor. There aren't any more outside of that. The rest of it's Rural Residential.

Ronning stated I hear Colleen saying, 'When are you going to get this over so I can go home.' Mundle stated no, I'm the one who's saying that. Winter stated no, I'm not saying that all.

Mundle stated my opinion on this hasn't changed since the Planning Commission meeting so I'd be in favor of having it changed to 2.5. Koller stated I'd agree with that. Ronning stated sure, if we're interested in growing the population it's going to have to be something like that. Harrington stated like you said, most businesses are looking for population. That's also what Rod said, they're looking for people. More people, the businesses might be more.

Mundle asked do you need some direction then Jack? Davis stated from what I'm hearing, there's some support or interest in considering going back to that 2.5-acre minimum standard for areas outside the sewer corridor and we can come up with an ordinance change to change the Zoning Ordinance and bring that back for your consideration.

Mundle asked would you bring that back to a Work Meeting first? Davis stated we probably would want to do it. I think it's useful to discuss anything that's ordinance based at a Work Meeting because there's always some changes that probably need to be incorporated before we bring it up at a Council meeting.

Ronning asked would it go through the Planning and Zoning before us? Davis stated the Planning Commission has already made their recommendation. That was back in July and the reason we hadn't done anything is we hadn't heard anything from Met Council. So, we're going to be preemptive and go ahead. Ronning asked a preemptive strike? Mundle stated do something.

Harrington stated I don't think you have answered the question from earlier. How many developers have come forward? Winter stated there's been five, actually more than that. There's probably been six or seven. Harrington asked in what kind of time period? Winter responded in the last two months I've heard from them.

Ronning asked in how long? Winter repeated in the last two months. Davis stated we got our first one, Jeff Stalberger, actually kicked this off last year and I think he came before the Planning Commission and he came before one City Council meeting. We kind of discussed this a little bit and told him that we would work on this and he was excited about that. I think maybe he's contacted you since then.

Winter stated I think he's probably contacted some other folks and that's why I'm getting that interest now. These are all people who have those larger acres. Now, if a parcel is land locked, there's not going to be a whole heck of a lot that you can do about it. That's just the reality of the situation. But, if you put it down to the 2.5 acres and we apply the subdivision regulations to it, they have to put the roads in, that type of thing.

Mundle asked do you need any more direction? Davis stated we're clear on that and will bring something back and schedule that for the next Work Meeting and, hopefully, we can get that finalized and then we can decide how we want to proceed with it. Ronning asked you're not just coming up with reasons for Work Meetings, are you? Davis responded I must be, I must love them.

6.0 URRWMO Audit

Davis stated we've got one final thing and I don't think this will take very long. I just want to go over a couple things. Davis presented the staff report, indicating the City of East Bethel is statutorily required to participate in Water Management Organization (WMO) whose jurisdictional boundaries are defined by their watershed areas. This requirement is specific to the seven Metro counties, and East Bethel belongs to both the Upper Rum River and the Sunrise Water Management Organizations (WMO). The operations of the WMOs are funded by budget requests to the member cities and townships. Both the Upper Rum and Sunrise WMO's contract with the Anoka Conservation District for their administrative services.

Jamie Schurbon, Anoka Conservation District Water Resource Specialist, has served the Upper Rum River WMO for a number of years as a contract consultant and administrative assistant. Jamie has provided invaluable assistance to the organization and has been a played a major and key role in the activities of the organization. Jamie recently sent an e-mail that provided the following relating to the Upper Rum River WMO:

"I am writing to inform you of a change in administrative support the Anoka Conservation District will provide to the Upper Rum River Watershed Management Organization. For many years I've provided administrative assistance. Some was compensated, but mostly not. In recent years I've asked the Board to provide some compensation for certain tasks, like annual budget preparation, that I was doing for free. The Board has rejected this several times. I'm left to presume that the work is of low priority or could be done by others. I will discontinue. I will limit my support to contractually compensated work as selected by the Board.

Please understand that I want the Upper Rum River WMO to succeed with minimal cost. In the last 10 years, I've donated an estimated \$8,000 in uncompensated administrative work for the WMO. However, I also need to focus my time and efforts where they are of greatest service to the community and financially sustainable. The ACD does not have stable funding, such as tax levy authority, and is limited in how much service it can provide without compensation.

I'll be frank, in the background of this decision are concerns about the Upper Rum River WMO overall. I have become increasingly uncomfortable performing certain administrative functions due to the Board's refusal to follow State law regarding financial audits. Even with upcoming changes to audit requirements (moving to every 5 years), the Board has openly refused to follow the law, and excluded an audit from its most recent draft budget.

6.0
URRWMO
Audit

Performance issues, including those identified in a 2014 State performance review, are also longstanding matters. I don't think the URRWMO needs to have grandiose goals. It should, however, have modest but effective activity. Keeping activity at a minimum seems to be the Board's priority at this time.

I think a turning point is looming for the URRWMO. In the next 21 months, you'll need to write a new watershed management plan. The State must approve the plan, and will want to see a robust plan. If you put together a modest but effective plan, the URRWMO will likely continue. If not, you'll spend \$35,000+ on a plan that gets rejected, and the State may intervene by forming a watershed district. Watershed districts have their own tax levy authority for base operating expenses of ~\$250k/yr and many have budgets in the millions".

Davis stated one thing that I'd like to get direction on from Council is that the Upper Rum River WMO's budget for this year is \$13,000. The Bureau of Water and Soil Resources (BWSR), which oversees the operation of WMOs and it's also State mandated, has said that the WMO needs to perform an audit which is to be done by a CPA. We've looked at costs of audits and had ranges that run from \$2,000 to \$4,000 with probably \$3,000 to \$4,000 being more in the range of cost that could be presumed that this would cost. In terms of budget, \$4,000 is 30% of their budget, which is, on this service, an unreasonable cost. However, it is mandated by the State.

Davis explained that moving forward, if they did an audit, then they would only have to do one in the next five years. So, assuming that cost would be \$4,000, then you're looking at least on an annual cost that comes now into about \$1,600 a year for budgeting purposes.

Davis stated one of the biggest concerns is if the Upper Rum River WMO doesn't comply with these regulations, that BWSR can come in and say, 'Okay, the Upper Rum River WMO is no more.' Then the County takes the operation over. When the County takes it over, they essentially want nothing to do with it so it comes down to two options then. They can combine the Upper Rum River WMO with the Lower Rum River WMO and form one Water Management Organization. The consequences of that are: 1. It dilutes the influence of the member cities of the Upper Rum River WMO which is East Bethel, Bethel, Oak Grove, St. Francis, Nowthen, and a tiny portion of Ham Lake. So, they're going to be combined with Anoka, Coon Rapids, so we're going to be effectively shut out in representation. The major concern is that the Lower Rum River WMO has a permitting process that requires any development activities to go through them to obtain a permit. It costs, there's a review, and inspection, which is going to add to the cost of development in this area.

Davis stated the other consequence that could happen is that the County could say, 'Okay, we're recommending that a Water Management District be created.' When that happens, then the Water Management District has taxing and levying authority. So, instead of coming to us for a budget request, they would just administer their own levy and it would be added onto our tax bills, giving us and eliminating some local control of that organization. While the request for the audit in this situation may be somewhat unrealistic in terms of what their budget is and number of checks they write, it's something that's unfortunately 'over our heads' because it is mandated by the State. It's not a good situation.

Davis stated I personally feel that it's probably going to be better, though, to comply with this rather than the risk of the consequences of having this thing turned into something that we don't want to happen. So what I'm asking is direction from Council in how you'd like

6.0
URRWMO
Audit

to proceed on this. I have had discussions with Rick Juba from Oak Grove and Paul Teisher from St. Francis. They both have the same concerns that we do. In fact, Rick had a discussion with Dan Denno last week and Dan's going to send out a memo to the cities asking direction on how they wish to proceed on this audit requirement.

Davis stated from the City's standpoint, I'm just asking direction on what you feel about the audit and how you want to proceed in terms of how it would affect us if we should continue with the same policy and not budget for the audit to be performed.

Ronning stated there seems to be a couple things going on here. One's looking for the direction but this guy keeps referring to 'the Board.' He asked what is the Board? Davis stated the Board is BWSR, which is the Bureau of Water and Soil Resources.

Ronning asked they don't want to do anything to work with him on his efforts? Davis stated the other Board they are talking about is probably the actual Upper Rum River WMO. I think that Jamie has some concerns and I think Ron can probably back me up on this too. Jamie has been a very valuable asset. The Upper Rum River WMO is very different than the Sunrise River WMO, the one that Leon comes and gives us his budget presentations and all the projects they're doing. The Sunrise River WMO is a lake-driven and a lake-stakeholder organization. The Upper Rum River WMO, with the exception of Lake George, is a river organization. Their stakeholders aren't nearly as many and there aren't as many opportunities for projects in the Upper Rum River WMO as there are in the Sunrise. So, while we're represented by two WMOs, they're both very distinct and almost as different as night and day.

Davis stated the budget for the Sunrise WMO, of course it will vary depending on what projects are being done and what cycle they're in, but it's probably going to go up as Leon stated to us back in the winter, maybe \$10,000 to \$12,000 in 2017-2018. These things do fluctuate and unfortunately, we are mandated to belong to these because we're in the seven county metro area and, again unfortunately, if there's not compliance with their directives then there are certain consequences we may face.

Koller stated it's kind of a 'rock and a hard place.' It's a huge amount of money for what we're getting but apparently BWSR used to do their own audits and decided to save themselves money by not doing audits. They are forcing the WMOs to do their own audits, which costs a lot more money. But, I don't think we really have a choice.

Ronning stated we had a brief conversation about this and it's a shared expense. Our share of it would probably be a little over, between \$1 and \$2 a day. If everybody goes along, our share would be \$1 to \$2 a day to keep somebody 'out of our backyard.'

Mundle asked so \$300 to \$600 per year? Ronning stated \$360 to \$700. Davis explained that currently the way those costs are split up, there's the administrative cost of the budget that is borne equally by every member. That probably for this year's budget it compromises about 20% of their budget. The remaining 80% is based on a formula based on population and the number of acres that you have within that watershed district. Our cost for participation in the Upper Rum for 2015 is going to be somewhere in the neighborhood of \$2,500. Next year, though, or in 2016, it's proposed to increase to close to \$7,000. But, again, that's based on the fact that there has to be a new Water Management Resource Plan that's written. And, if money is added in there for the audit, then that'll increase our cost probably by roughly \$800 or \$900 on top of that. Just East Bethel's cost. Like Tom said,

that works out roughly to \$2 a day or somewhere in that neighborhood, which is a nice way of minimizing the cost at least in the conversation. It's still real money but if we don't do it and the decision by the WMO, at least from what I know, two of the member cities are very adamant that they don't want to do the audit and they don't want to do this other stuff because of the cost. I can certainly emphasize and sympathize with their argument but the problem is if you don't do it, I think it will cost us a lot more in the long run.

Ronning stated it's getting late. If we decide we're interested, are we stuck by ourselves being interested? Or, is there support out there? Davis stated like I've said, I've talked with Rick Juba who's the Oak Grove City Administrator and he's working with Mr. Denno expressing some of the same concerns. I think the City of St. Francis is on board with us too that they recognize, 'Yeah, this is a burdensome requirement but if we don't do it, it's probably going to tag us for a lot more than if we go along with it.'

Davis stated I think there's probably, and correct me if I'm wrong Ron, because there's probably as much opposition from the City of Nowthen as anywhere. Ham Lake just wants out. Bethel and Ham Lake pay about 1% or 2% of the total budget. The big contributor, and it's split fairly close to equal, are East Bethel, Nowthen, St. Francis, and Oak Grove. I think there is starting to be some consensus of the part of the Oak Grove people, 'Yeah maybe it's not exactly fair.' Ron pointed out a very good point that this is an unfunded mandate. That's really what it is. The State used to do it and now they're saying, 'Well, we're going to cut back so you've got to pay for it.'

Mundle stated so is this a program that we want to keep going? Davis stated we don't have any choice, we're mandated statutorily that we have to participate in this. What this would do, it could define how we participate. Do we continue now with the same WMO with these northern Anoka County member cities, which we have something in common?

Mundle stated that's why I'm saying, as this is right now, is this a structure that even though we're being forced by the State to belong to it for this to exist, is this the best program that empowers East Bethel the most and gives East Bethel the projects or whatever would happen in this area the most 'bang for it's buck?' Davis responded in my opinion, it definitely is because now we have representation. We exist within this WMO with member cities that are very similar to us. They still have to come to us for budget requests. We can have some input in their budget making decision. It gives us much more control over the situation than if it went to a combination Rum River WMO or a Water Management District.

Mundle stated okay, well if we're being forced to do it and this is the best program that we can get, then let's support it. Ronning stated this is the cheap way out. Harrington stated yeah, we don't want them taxing and levying us. Ronning stated yeah.

Koller stated at the next meeting, I will make them aware. We really don't have a choice.

Davis stated and again, I think you'll see a little position change, maybe, from Mr. Denno. I won't guarantee that but he is at least seeking some input on this and I think you'll see the St. Francis people on board supporting this too. Mundle is that all you need on that subject item? Koller responded yup. Davis stated correct.

Ronning asked do have a way of knowing what the position is of the other cities as far as the cheapest way out? Koller stated I'll know at the next meeting. Ronning stated okay.

6.0

Koller stated I'm sure it is right on top of the discussion.

URRWMO

Audit

Davis stated I think that Oak Grove may come to the same position that we are, you know, it's something you do and you have to 'hold your nose' when you do it but you recognize that sometimes you may have to incur a little more expense up front to save some on the back end. Koller stated just like paying taxes. You don't want to but you don't have a choice. Ronning stated mine went down. Harrington stated mine did too.

7.0

Adjourn

Harrington stated I'll make a motion to adjourn this Work Meeting. Koller stated I'll second. Ronning stated any discussion? All in favor? All in favor. Motion carries unanimously.

Meeting adjourned at 9:37 p.m.

Submitted by:

Carla Wirth

TimeSaver Off Site Secretarial, Inc.

DRAFT

EAST BETHEL CITY COUNCIL MEETING

APRIL 1, 2015

The East Bethel City Council met on April 1, 2015, at 7:00 p.m. for the regular City Council meeting at City Hall.

MEMBERS PRESENT: Steve Voss Ron Koller Tim Harrington
Brian Mundle Tom Ronning

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

1.0 The April 1, 2015, City Council meeting was called to order by Mayor Voss at 7:00 p.m.

Call to Order

2.0 The Pledge of Allegiance was recited.

Pledge of Allegiance

3.0 **Harrington stated I'll make a motion to adopt tonight's agenda. Koller stated I'll second with the addition of Item 4C, Viking Preserve Memorandum of Understanding.**

Adopt Agenda

Voss stated I'd also like to add an item to the Closed Session agenda regarding development or consideration of offers/counteroffers through a purchase of sale of real or personal property under Minnesota State Statutes 13.D05 subdivision C3. Is there a PID that's with that too? Vierling stated there is. It will be Property Identification Number 29-33-23-33-0002. **Voss asked with those additions are the motion makers okay with that? Harrington and Koller indicated their agreement.** Voss stated any other discussion? All in favor say aye?" **All in favor.** Voss stated opposed? Hearing none motion passes. **Motion passes unanimously.**

4.0 Davis presented the staff report indicating that at the March 4, 2015 City Council meeting, Council authorized Ehlers and Associates to solicit proposals for the sale of refunding bonds 2015A with a par amount of \$11,815,000. These bonds will be used to refund the 2010A GO Utility Bonds.

Presentation

4.0A
2015A Bond

Refinance

Resolution

2015-21

Awarding

Bond Sale

Ehlers, Inc. has compiled bid results for this bond issue and presented the tabulations for Council consideration. Ehlers will also provide information regarding the interest and debt service schedules as part of their presentation. Upon completion of the Ehlers presentation and pending an acceptable sales proposal, staff is requesting consideration of Council regarding adoption of Resolution 2015-21. At this time, I'll turn the meeting over to Stacie Kvilvang with Ehlers for the presentation.

Stacie Kvilvang, Ehlers & Associates, stated thank you Mayor and members of the Council. As Mr. Davis stated, before you is the sale of \$11,850,000 2015A General Obligation Bonds. Back about a week and a half ago, we did have a rating call with Standards and Poors, the rating agency. It was Mr. Jeziorski and Mr. Davis that participated in that. We're happy to say that they did affirm your AA status with a stable outlook.

Kvilvang stated the sale happened this morning at 10 o'clock. We did receive three bids and that bid packet is in front of you. The lowest responsible bidder was Baird out of Milwaukee, Wisconsin. The true interest cost on those bonds is 3.42%, it's about 10 basis

April 1, 2015
4.0A
2015A Bond
Refinance
Resolution
2015-21
Awarding
Bond Sale

points lower than we had originally anticipated. As you go through, and we re-tabulated the bonds, and based upon the interest rates that came in, your future value savings over the term is about \$1.2 million. That present value savings is around \$700,000 over the term of the remaining life of those bonds. So with that, I'd be happy to stand for any questions that you may have. The resolution would award the bond sale to Baird as the lowest responsible bidder.

Voss asked any questions from Council? Koller stated this looks very good. Ronning stated yes. Voss stated okay, hearing none. Ronning stated thanks for your hard work. Voss stated thanks Stacie.

Ronning stated move to adopt Resolution 2015-21 Authorizing Issuance, Awarding Sale, Prescribing the Form and Details and Providing for the Payment of \$11,815,000 General Obligation Refunding Bonds, Series 2015A. Harrington stated I'll second.

Voss stated the resolution, you'll fill in the blanks? Davis stated Stacie will take care of that. Then when will the closing be Stacie? Kvilvang answered Mayor, Members of the Council, the bond closing will be on April 23rd and so at that time, that's when you'll get the full resolution with everything filled in that you'll actually be signing off on.

Voss stated any discussion to the motion? Hearing none, all in favor say aye?" **All in favor.** Voss stated any opposed? That motion passes. **Motion passes unanimously.**

4.0B
2014 Audit
Presentation
Resolution
2015-22
Accepting
2014 Audit

Davis presented the staff report indicating the 2014 Annual Financial Report (AFR) has been prepared, audited, and will be presented by our auditors, Abdo, Eick & Meyers for your review and approval.

Resolution 2015-22 formally accepts and adopts the 2014 Annual Financial Report and directs the submission of this Report to the State Auditor. Upon completion of the City Auditor's report, staff recommends adoption of Resolution 2015-22 for the City of East Bethel for the year 2014 and direction to submit the report to the State Auditor. At this point, we'll have a representative from our auditors, Abdo, Eick & Meyers, for the audit presentation.

Kevin Knopik stated good evening Mayor and Council. Like Jack said, I'm from Abdo, Eick & Meyers, LLP and my name is Kevin Knopik. I've worked on this audit for the past three years so I'm here to present to you the results of the audit. You should have two documents in front of you. One is labeled the Management Letter and one's labeled the Financial Statements. I'm going to be focusing in on the Management Letter as it gives a summary of the financial statements. Please feel free to stop me along the way if you have questions. I'd be happy to answer any questions at the end as well about information I went over or anything contained in the audit of the financial statements.

Knopik stated to begin with, we issued an unmodified opinion for the City. That's the same opinion you've gotten many years. It's a clean opinion. It's an opinion you're looking for as the City, meaning there's, we ran into no issues or come across any concerns where we couldn't issue an opinion that the financial statements are free from any material inconsistencies. What that means is that we're not coming in for an audit and looking at every single transaction. We're doing it on the risk-based approach.

Knopik stated as part of our audit, we also are required to look at internal controls. We discussed with Mike and Jack how disbursements, how receipts are processed, how payroll is processed, and walk that process through for 1. To make sure it's operating how they say it's operating; and, 2. To make sure that there's proper segregation of duties with those areas. So, we found no issues in any regard to any internal control testing that we performed. As part of our audit, we're also required to look at compliance, OSA issues, seven main areas where we're required to test. During the course of our audit, we ran into no issues regarding any compliance issue, which has been the case for the past audits.

Knopik stated with that I'm going to jump to Page 4 of the Management Letter and start going over some of the results of the audit. This is summarizing your General Fund for the past five years. You can see in the far left column, it's the fund balance, that's what the ending fund balance was for the General Fund for the past five years. Then the column labeled General Fund Budget and then the far right column, when you compare where the next year's budget compared to the fund balance. You can see that fund balance is about 47% of the 2015 budget. The City has a policy in place that this is 40% of the next year's budget so you can see that the City is above that minimum fund balance. What that minimum fund balance really is, is a reserve for up until that first settlement comes in from the County in early July.

Knopik stated going to Page 5, this summarizes the General Fund, the final budget compared to the actual results. As you can see, revenues were, in the far right column, about \$144,000 over budget. This is mostly due to license and permit revenue, mostly due to more building, more development in the City than anticipated.

Knopik stated the Council can see that expenditures were under budget by about \$156,000. One thing to note here is that all departments, the General Fund, General Government, Expenditures, Public Safety, Public Works, Culture, Rec, all those categories came in under budget. The one significant variance, as you can see further down, the transfers out was a little bit over \$1 million what was budgeted. This was due to some approved transfers for debt service payments and also to close some funds of the City.

Knopik stated going to the next page, on Page 6, it summarizes the General Fund Revenues for the past three years shows kind of a trend of the revenues for that fund. You can see from the top line that property taxes make up about 81.5% of the total revenue in the General Fund. You can see in the far right column, what we do is a per capita and what that number is representing is, basically per person population of the City, about \$349 per taxes per person. You can see that all the other revenues have been consistent over the past three years. So nothing much more to point out there.

Knopik stated Page 7 summarizes the same thing, where expenditures have been in the past three years. Again, we do a per capita column, what you're spending per person on each program on the General Fund and then in the far right column we have a peer group. What this is, we request data from the OSA, compile some numbers of populations of say between 10,000 and 20,000 and it represents an average with cities of that population are spending, for example, on General Government. So, you can see that the City's per capita is about \$86 on General Government program expenditures. For peer groups, so cities with similar population, are spending more, about \$113. Just kind of a comparison to take a look at.

Knopik stated on Page 8, on the top, we summarize Special Revenue Funds of the City. The one big one, as you can see, the EDA fund balance increased over \$76,000. This is due to a 2013, the EDA fund had some capital, had a transfer out for its share in come capital purchases. Without that expenditure, we saw that fund balance come back up this year.

Knopik stated the next section summarizes the Capital Project Funds of the City. Some funds were closed out during the year. The Park Trails and Lunde/Jewell Street Capital Project Funds were closed out. Some of the significant variances in the Funds are that the Municipal State Aid Improvement Fund had some MSA dollars come in for street improvements so, therefore, that Fund balance came up. The other funds that showed significant increases were due to budget transfers into those funds.

Knopik stated Page 9 summarizes the Debt Service Funds of the City. These are funds that are being used to pay off any debt the City has issued. On the bottom, we have a chart, just kind of summarizing where those debt service payments are coming due in the future years. This fund, look at the cash and total assets to make sure that there's sufficient funds in those funds to pay the next year's debt service requirements.

Knopik stated Page 10 we started looking at the Enterprise Funds of the City. The first page of Page 10 is the Water Fund. As you can see from the top chart, the blue bar has been higher than the gray bar. This is representing that operating receipts in that fund are being sufficient to cover the operating costs of that fund. That's a good sign to see with any enterprise fund. You can see that corresponding increase in cash on the chart below, that the cash has increased roughly \$30,000 since 2011. So, the fund's definitely going in the right direction to get that cash balance back in the black.

Knopik stated the next page, same charts, but for the Sewer Fund. You can see, again, the blue bar for operating receipts has been sufficient to cover operating costs with the exception of 2012. Again, you can see that the cash balance has increased almost \$30,000, again in the Sewer Fund from 2011.

Knopik stated last we have the Ice Arena. Nothing different here. The blue bar again is higher than the gray bar, meaning that the revenues coming in are sufficiently covering the cost to operate the Ice Arena. You can see that again with the chart below. The cash balance is almost double since 2011 to positive about \$134,000, which represents cash reserves for any capital future needs that the Ice Arena might need.

Knopik stated on Page 13 we do some ratio analysis, again we compile a peer group which is in the red, cities of similar population and so some analysis to compare where the City is at. The two I want to point out is the Debt per Capita, the second one down. You can see in 2014 that the debt per person is about \$1,800. But you can see that the peer group, the cities of similar population, have about \$2,600 of debt per capita. That shows that the City's debt per capita per person is below what other cities of similar population are. Just one thing to remember with that, it is for some analysis and each city has different needs and what not, so it's really important to make sure to look at that. Some cities operate differently, have their own different needs, when looking at these ratios.

Knopik stated the next one right below it, Taxes per Capita in 2014, was about \$457 per person compared to a peer group of \$485. Just one thing that I wanted to point out with the N/A's in 2014, we don't have the 2014 audits yet for other cities to compile that so it's always lagging a year when comparing the current year data.

4.0B
2014 Audit
Presentation
Resolution
2015-22
Accepting
2014 Audit

Knopik stated the last thing I wanted to point out is on Page 14. We have some future accounting standards that are being required. They'll be required to be implemented with the audit. There might be some significant impact with the implementation of GASBY 68. We're not 100% sure on how much that's going to affect until we get some more information from the State but we're continually, as a firm, searching those standards so when they become due, we'll help the City implement those standards accordingly.

Knopik stated that summarizes what I wanted to go over. I'd be happy to answer any questions you have on what I went over or any questions you have specific about the audit and financial statements.

Voss asked any questions of Council? Ronning asked the peer group is what kind of, is that cities of similar size around the State? Knopik stated similar size in the State. So for East Bethel, it's classified as a third class city with a population of 10,000 to 20,000. That peer group includes every city in the State that has a population between 10,000 and 20,000. So when you look at those, East Bethel is on the lower range of that population. So, it does include cities upwards of almost 20,000 in population. It's just used as a tool to look at as a comparison to see where you might stand as a city.

Voss stated on Page 12, we talk about the Ice Arena cash flow. Just a couple questions there. In that analysis, what year did we stop including revenue off the cell tower? Davis stated this current year. This is the first year.

Voss stated so this analysis includes, these receipts include the tower revenue. Do we have an idea what this is going to look like when the tower revenue is gone? Davis stated it would be a deduction of approximately \$38,000-\$39,000. Voss stated so those two bars are going to be far closer. Davis stated yes.

Voss stated since 2011, we've been operating in the 'black' on the Arena. Davis stated 2013 was actually the first year that we were in the 'black.' Remember, this fund actually started, when I came here we were \$300,000-some in the 'red' so it's been making steady progress to get to this point. Voss stated right, am I comparing 'apples to oranges' here? When I look at the top chart, receipts versus disbursements. Knopik stated I think what Jack's saying is 2013 is the first year that the cash balance was in the 'black.' The fund has been making money as the cash balance has increased. Voss stated okay, it's been building up. Knopik stated it's been building up as Jack said so 2013 was the first year that cash balance got in the 'black.' Voss stated so it's been operating in the 'black' it's just the fund balance in the 'black.' Okay, I understand it now.

Voss asked any other questions? Great. So, there's a resolution with this too, correct? Ronning asked is this just for information? Davis stated there's a resolution attached to this, 2015-22, which formally accepts and adopts the report.

Koller stated I'll make a motion to approve adoption of Resolution 2015-22 Accepting the 2014 Annual Financial Report. Mundle stated I'll second. Voss stated is there any discussion? All in favor say aye?" **All in favor.** Voss stated any opposed? That motion passes. **Motion passes unanimously.**

Knopik stated thank you for your business. Jack stated thank you Kevin.

Davis stated Council will be requested to consider approving a Memorandum of Understanding for the Viking Preserve Project for pond alterations and building pad preparation. This proposal is to consider approving an additional Memorandum of Understanding for the Viking Preserve Project to allow the filling of the pond in preparation of building pads. The previous Memorandum of Understanding that was approved for this project was the excavation of an off-site pond and the trucking of the excavating material to a stockpile site on the project property.

Davis stated we've discussed this matter with the City Attorney and if Mr. Shaw is acceptable to entering into a separate Memorandum of Understanding, and providing a letter of credit with the local bank of sound financial standing then the risk to the City would be minimal. An escrow of \$7,500 would also be required to draw against for engineer, legal, and other staff expense.

Davis stated due to the unique nature of this situation as it relates to our needs to jump start development in the Utilities District, staff is recommending the consideration of this request. This proposal will be limited to grading and filling work around the existing pond as shown on the attached map. Beyond this request, we are not in favor of further partial work increments to the project and would recommend that the Developers Agreement and Final Plat be approved prior to any work done for streets, utilities, final grading, landscaping, and/or other items required for project completion.

Davis stated again, we are not proposing Mr. Shaw be allowed to incrementally proceed with this plan and bypass the Developers Agreement. We've informed and had discussions with Mr. Shaw that, should Council grant approval to proceed with this phase of the grading work, further appeals may not be considered and future work will have to have a completed Developers Agreement and Final Plat.

Davis stated attached in your packet in the handout that was at your dais are the proposed Memorandum of Understanding, a map of the grading limits, and the City Engineer's estimate of costs for the letter of credit. Staff recommends Council consider approval of the attached Memorandum of Understanding subject to the conditions contained in the document and the letter of credit and escrow requirements as recommended.

Harrington stated I'll make a motion for approval of the attached Memorandum of Understanding subject to the conditions as contained in the document and a letter of credit and escrow requirements as recommended. Ronning stated second.

Voss stated discussion? Mundle asked Jack, how often in developing, or in the processing of developing a portion of property, how many Memorandums of Understanding are issued? Davis stated generally none but, again, this is kind of a unique situation both in terms of the development and our needs to facilitate and work with the developer on this project. One thing I think that's important to keep in mind is Mr. Shaw's original plans were somewhat modified by the Corp of Engineers' imposed standards at the '11th hour' on a permit that required him to revise not only his grading plans but also reduced the number of lots so they could get out of this. As a result, he's kind of been trying to do this incrementally up to a point so that's why we're looking at this in terms of at least working with Mr. Shaw to give him a Memorandum of Understanding to proceed partially with the initial phases of the project.

Mundle asked is the City in any danger of setting any sort of precedence for doing this for any future developments? Davis stated well I think anything you do, you always set a precedence but I think it has to be handled on a case-by-case situation and here again, it's up to the City Council decision as to whether or not to proceed. But, due to the fact that this is possibly going to be the first development within the Sewer District and it's, I think we all agree it's incumbent that we work with the developers to try to get something started there as long as we can protect the City's interest and this appears to be the best way to facilitate and expedite this project.

Voss stated it seems the discussion that staff has had with Mr. Shaw on this, we're expecting the next step to be a Developers Agreement and a final plat. Davis stated that's correct. Anything beyond this for work done, if there were a Memorandum of Understanding on street or utilities, and I'm not saying this would happen by any means, but if it were completed, it might place the City at more risk. But, this is one thing that if something happened, then we have little to no exposure. Mr. Shaw is willing to do the letter of credit and the escrow so we feel very comfortable with him in this phase. Voss stated okay.

Ronning stated Mr. Shaw has gone through 'hoops of fire' to get this far with the issues we have as far as depth of the water and sewer. This is a heck of a 'building block.' In my opinion, this is a cornerstone to try and work our way into some real development. Davis stated I agree, Tom, and it's like I say, it's something that we need to do to help 'jumpstart.' Sometimes, usually the first thing that happens, there's some momentum built up and maybe a 'domino' effect that happens. I think it's incumbent on us to work in any way we can to help make things happen and work with the developers wherever we can.

Voss asked any other discussion? A motion has been made and seconded. All in favor say aye?" **All in favor.** Voss stated opposed? That motion passes. **Motion passes unanimously.**

**5.0
Public
Forum**

Voss stated if anyone here tonight to address Council on matters not on the agenda, you're welcome to come forward.

No one wished to speak at the Public Forum.

**6.0
Consent
Agenda**

Item A Approve Bills

Item B March 18, 2015, City Council Minutes

Meeting minutes from the March 18, 2015, City Council Meeting are attached for your review.

Item C Approval of Assessor Contract 2016, 2017, and 2018

The City Assessors contract expires on January 2, 2016. In order to prepare the 2016 Budget, staff is in need of the cost of this service by no later than June 30, 2015. In 2012, the City advertised for Request for Proposals (RFP's) for this service but received only one proposal with that coming from our current Assessor, Ken Tolzmann. Mr. Tolzmann's proposal was approximately \$20,000 per year less than the cost of contracting with Anoka County for assessments for that period.

Mr. Tolzmann has indicated that he is interested in extending his contract with the City and would offer the same price per parcel for 2016-2018 as was provided in his 2013-2015

contract. Should the number of parcels remain unchanged, Mr. Tolzmann's proposal for 2016 would be roughly \$54,500. The County's cost for providing this service for 2016 is estimated to be a minimum of \$68,000 with an additional one-time charge to review and establish a basis for the assessments. The updated contract is attached.

Item D Resolution 2015-23 Accepting Work

The contractor has completed all construction and punch list items for the Lift Station No. 1 Reconstruction Project and has submitted all the required documentation to consider this project for final payment. The total original contract amount for this project was \$370,578.15. The final contract amount is \$342,533.22. Staff recommends final payment of \$17,126.66. A copy of the final payment form and resolution accepting the work are attached.

Final Contract Amount	\$ 342,533.22
Less Previous Payments	\$ 325,406.56
Total Payment	\$ 17,126.66

Item E Resolution 2015-24 Declaring April 25, 2015, Arbor Day in East Bethel

In 2014, the City of East Bethel held its first Arbor Day at Booster Park where a tree was planted with help from local Cub Scouts to replace trees that have been lost to disease and wind within the park. The Arbor Day Celebration, along with other tree specific criteria the City performs, allowed the City to apply for and be awarded as a Tree City USA.

Staff and the Park Commission would like to see this as an annual event to promote the benefits of trees and a healthy urban forest. The Park Commission and staff have recommended holding an Arbor Day celebration in Booster Park on April 25, 2015, at 10:00 a.m., which is also the Spring Recycle Day. The local scout group that has adopted Booster Park would be invited to attend and help with a tree planting.

Staff and the Park Commission recommend adoption of Resolution 2015-24 Declaring April 25, 2015, Arbor Day in East Bethel.

Ronning stated move to approve the Consent Agenda as written. Koller stated I'll second. Voss stated any discussion? All in favor say aye?" All in favor. Voss stated opposed? Hearing none motion passes. Motion passes unanimously.

**7.0
New Business**

Commission Association and Task Force Reports

7.0A
Planning
Commission
7.0A.1
Beaverbrook
CUP

Davis presented the staff report indicating the Beaverbrook Sportsmen's Club, located at 20500 Palisade Street NE, PIN Nos. of the property: 16-33-23-43-0001 and Parcel 21-33-23-11-0001 and Parcel 21-33-23-13-0001. The zoning of this area is Rural Residential. Council is requested to consider approving a Conditional Use Permit for the Beaverbrook Sportsmen's Club to operate the Gun Club, make improvements to improve safety and mitigate noise.

The Beaverbrook Sportsmen's Club is interested in improving the Gun Club by creating additional shooting ranges. These ranges will not only provide the Gun Club with some additional tournament opportunities, but will enhance the experience for the existing members while improving safety and mitigating noise.

As part of their proposed project, a 700-foot by 160-foot berm with 7 shooting ranges for pistol, muzzleloader, and shotgun are proposed. The main berm will be 20 feet in height and the sides will be 10 feet in height and 10 feet off the east property line. The property to the east is a heavily wooded area and there are no homes located in this area.

A wetland delineation was completed and the area where the shooting range will be located is outside of any wetland areas. It should be noted that there is a Significant Natural Environment Area located to the east of proposed shooting range and the Gun Club will be working with Anoka Conservation District to install signs relating to Blanding turtles habitat.

The Gun Club was established in 1968 through a Special Use Permit and received subsequent approval to construct a large shooting range and Variance for the clubhouse. In discussions with representatives from Beaverbrook, it was determined that a Conditional Use Permit would be needed to address the new shooting range.

At their regular meeting on March 24, 2015, the Planning Commission recommended approval of the Conditional Use Permit for Beaverbrook Sportsmen's Club to permit the addition of a shooting range and for future improvements that enhance the safety of the Gun Club, mitigate noise and improve the overall Gun Club operations subject to the following conditions:

1. All improvements are subject to wetland review and recommendations
2. All Significant Natural Environment Areas will be protected
3. Property owner and applicant shall meet City, State, and Federal regulations for the protection of air quality, erosion control, dust control, and noise
4. All building codes, and zoning regulations imposed by the City of East Bethel will be applicable for future development as required

Ronning stated I'll move to adopt Conditional Use Permit to the Beaverbrook Sportsmen's Club to operate Gun Club and make improvements to improve safety and mitigate noise. Mundle stated I'll second.

Voss stated discussion? Harrington asked have you had any noise complaints over there? Davis stated I've received no noise complaints. Harrington stated okay.

Ronning asked any negatives brought up outside the Planning and Zoning? Citizens? Koller responded no. Voss asked were there any comments at all at the public hearing? Koller stated there were comments, yes. Voss stated I see we don't have the minutes of the meeting. Harrington asked so they were for it? Or, anyone for it? Koller responded mostly.

Voss asked do you know why we don't have the minutes of the meeting before us? Davis responded we haven't received those yet. We have that big gap between the last Planning Commission meeting, which was last Tuesday and the way this one falls, this is the first of April and they have a week to get them in to us. Voss stated to me it's important to understand what happened at the public hearing. The only thing we have is the outcome of the Planning Commission's vote without the meeting minutes.

Ronning asked what kind of time constraints are related to this? What's the timing? Davis stated I think they're wanting to get started on the project as soon as possible. Is there someone here from Beaverbrook who can speak to that? Ronning stated sometimes 'as

soon as possible' is yesterday. Davis agreed usually that's what it means. If one of you gentlemen would come up and address the timeframe as to the start of the project.

Doug Welter stated I'm on the board at Beaverbrook. The question is how soon? Davis replied yes. Welter stated we wanted to get it functional by the May to June timeframe so we wanted to start the work as soon as possible. But, we don't have an exact date in mind yet.

Ronning asked would you be bringing fill in to make the berms? Welter replied no. We're using the dirt that's on the land right now. We're just rearranging it. Ronning asked so there's no road restrictions or anything to slow you down? Welter stated the only thing with road restrictions that I don't know the answer to that yet, is if we have to have equipment come in. Hauling it in might be a road restriction so I don't know about that for sure at the moment. We're still getting final bids from the contractors.

Ronning stated we could table it until the next meeting. Voss stated that's my preference. We don't have the complete picture of the discussion at Planning and Zoning. I think too, out of respect for those, the residents that spoke at the public hearing, it's important for us to understand what that discussion was.

Voss asked when are your bids due? Welter stated at the latest they have to be discussed the night of the next board meeting which would be the 15th, which is your next Council meeting date. Voss stated okay, so timing is not that far off then. Welter stated no, we just wanted to be able to give them the go ahead to be able to start as soon as we got the bids approved and voted on. The timing would actually be fine if we knew the answer on the 15th or 16th after your meeting. Because then we can just make a call or I can talk with Jack, or whatever, and we can go ahead and tell the contractor we're ready to go.

Ronning stated move to table until the next meeting. Voss asked to postpone it? Mundle asked do you have to withdraw your original motion. Voss stated no, it should be a motion to postpone. Mundle stated okay. Ronning asked do we need to postpone it or table until. Vierling advised postpone is fine. **Ronning stated postpone to the meeting of the 15th. Mundle stated I'll second that.** Voss stated any discussion? All in favor say aye?" **Koller, Mundle, Ronning, and Voss-Aye; Harrington-Nay motion passes.**

Voss stated we'll consider it again on the 15th. Welter stated okay, thank you. Voss stated thanks Doug.

Davis presented the staff report indicating Council is requested to approve participation in the University of Minnesota's Extension Service Business Retention Expansion (BR&E) Program. City staff and the East Bethel EDA have investigated and recommend entering into an agreement with the University of Minnesota's Extension Service to initiate a Business Retention and Expansion project for businesses in East Bethel. The program is designed to meet the following goals:

- Demonstrate to local businesses that the community appreciates their contribution to the economy
- Help existing businesses solve individual problems
- Assist businesses in using programs aimed at helping them become more competitive
- Develop strategic plans for long-range Business Retention Expansion activities
- Build community capacity to sustain growth and development

This is a two-year program and requires an application that would be submitted to the University of Minnesota. The total cost of the program is \$12,000. Connexus Energy has committed \$5,000 towards the program and the City would be required to appropriate \$7,000 to complete the funding. The \$12,000 covers the cost of extension staff, promotional materials, development and analysis of a survey, and expert guidance throughout the process. Funds for this program are available in the 2015 EDA Budget.

Should Council approve participation in the program, activities could commence upon approval of the City's application. This approval is anticipated within 30 days of the submission to the University's Extension Service.

The Business Retention Expansion has been endorsed by the East Bethel Chamber of Commerce and the Chamber has pledged to partner and assist the City in the implementation of the program. The EDA, at their March 16, 2015 meeting, also recommended that Council consider participation in the program. The Economic Development Authority and Staff recommended that Council consider approving and funding participation in the Business Retention Expansion program in the amount of \$7,000 for 2015.

Mundle stated make a motion to approve participation in the University of Minnesota's Extension Service Business Retention Expansion Program. Koller stated I'll second. Voss stated discussion?

Voss stated I think it's key that we also recognize with this program that Connexus Energy's contributing \$5,000 towards the cost of this program, which is great to see a company in our area that participates. We're not the only city that they do this for. That really helps kick-start this for us, to get that going too.

Voss stated is there any other discussion? Hearing none, all in favor say aye?" **All in favor.** Voss stated opposed? That motion passes. **Motion passes unanimously.**

Davis presented the staff report indicating the City of East Bethel has been awarded as a Tree City USA for 2014 by the Arbor Day Foundation. To qualify as a Tree City USA community, a town or city must meet four standards established by the Arbor Day Foundation and the National Association of State Foresters. These standards were established to ensure that every qualifying community would have a viable tree management plan and program.

The City of East Bethel met these requirements by having a Park Commission that discusses urban forestry and green space issues, a Tree Care Ordinance, an Arbor Day observance that was held on April 26, 2014, and an annual forestry budget that exceeded the \$2 per capita requirement. The forestry budget included any activities relating to trees that are already performed by the Public Works staff. The only additional funding required was the cost of a tree to plant for the Arbor Day observance.

Davis stated at this time, I'd like to present to the Mayor a plaque in recognition of Tree City USA for 2014. Voss accepted and displayed the plaque and stated that's great. He asked to be prominently displayed where? Davis stated in the case outside the receptionist area. I'll make sure that's displayed.

Davis stated there's also two large identification signs that are 24 inches by 36 inches that we can place at the north and south entrances of the City too. They are very attractive signs and they're highway signs. So, that will be something to give us further recognition.

Voss stated make sure this plaque makes it to the Parks Commission too. Davis responded I certainly will.

Mundle asked was there another tree planting planned? Davis answered yes, that was approved in your Consent Agenda. Arbor Day will be recognized on April 25th. We'll do another tree planting in Booster East Park as part of that observance. Mundle asked is that 10 a.m.? Davis stated I'll have to double check and see what the time is. And, the Boy Scouts and Cub Scouts will be participating in that also. Mundle stated great. Voss stated and that's on the 25th. Davis stated that's correct, for April.

Informational; no action required.

Cedar Creek
MOU Update

Voss stated before we move on, just a quick question Jack. At least my packet is in conflict with the order we're going on this on the Cedar Creek MOU? Davis stated that should have been corrected. That was pulled from and will be on the next meeting. We had some stuff on there but there are some issues that we need to get some legal clarification on. Then we'll have that ready for the next meeting. I apologize for that. Voss stated okay, I just wanted to make sure we didn't skip something.

7.0D
Road
Commission

None.

8.0
Department
Reports

None.

8.0A
Community
Development

8.0B
Engineer

None.

8.0C
City Attorney

None.

8.0D
Finance

None.

8.0E
Public Works

None.

8.0F
Fire
Department

None.

8.0G
City
Administrator
8.0G.1
Verizon Cell
Tower

Davis presented the staff report indicating the Council will be requested to approve of the Verizon Cell Tower Lease. Verizon is proposing to locate a cellular transmission tower at 2243 221st Avenue on a site just southwest of the City Public Works Building. The proposed lease site would be 100 feet by 55 feet and within this area would be a gravel access pad and a 190-foot monopole tower with an equipment shelter site enclosed by a 6-foot chain link fence. The location of the facility at this site would not interfere with any activities of the Public Works Department. An Interim Use Permit was granted to Verizon

for this location on July 2, 2014, of which final approval was conditioned on the execution of the Lease Agreement. After many months of negotiations, the City and Verizon have reached agreement on a Lease Contract.

Lease revenues from Verizon will be \$24,000 and additional revenue will be generated through future co-locators on the tower.

Staff is requesting City Council to consider approving the Lease Agreement as attached in your packet with Verizon.

Vierling stated the Council will note this matter was forwarded to Verizon on the 25th to be signed and returned with securities. I can tell you we haven't received that back at this point in time. Voss asked have or have not? Vierling stated have not. So, if the Council wishes to postpone this matter until the 15th, you certainly could. If Council desires to take action on it anyway, you have that opportunity as well. I don't think it makes any difference to staff.

Harrington stated I'll make a motion for approving the Lease Agreement as attached with Verizon. Ronning stated I'll second. Voss asked would you recommend to qualify the motion pending receipt of the documents? Or, is that just not necessary? Vierling stated I think that's implicit in the staff report and if you're following the staff report, certainly we're not going to, we won't have an approval until we have a fully signed set of documents back together with securities as required under this. If you wish to **clarify the motion to add the requirement that we receive the fully signed version back with securities and staff approves the final attachments**, those would be appropriate conditions. Ronning asked a friendly amendment to accommodate? **Harrington stated yeah, I'll accommodate Mark's amendment.** Voss stated this will allow us a side note then. Vierling stated we won't sign it, we'll approve it but we won't sign it until we get it back in full.

Ronning asked how does this compare with the original proposals we had? Vierling stated this is the December 29th version, which staff supported originally. You'll recall that Verizon proposed to make several adjustments to it and they were informed that would not be allowed and finally came back and agreed to approve and sign on their side the December 29th version. Voss asked any other discussion?

Mundle stated on Page 4, Item 3c, Compliance with IUP, it states that the conditions of the IUP as originally approved on July 2, 2015. I believe that should be 2014. Vierling stated 2014, yes. Mundle stated that's the only thing I'd attach to it. Then, curiosity, where does the revenue, the \$24,000 go towards the City? Davis explained it will be placed in the General Fund unless Council wants to earmark that for a specific use. Mundle stated nothing right now.

Voss stated the existing tower revenues are now directed to General Fund. Right? Davis stated that's correct. Voss stated any other discussion? Hearing none, all in favor to this motion say aye?" **All in favor.** Voss stated opposed? That motion passes. **Motion passes unanimously.**

Davis presented the staff report indicating the Upper Rum River Watershed Management Organization (URRWMO) is in the process of developing their 2016 budget. As part of their budget process, they are requesting our review and comments on their draft budget. They are requesting comments prior to their May 7, 2015 meeting.

The Upper Rum River WMO has expressed frustration with a State mandate over a requirement to perform a revised ten-year plan at cost that could be as high as \$35,000. Half of this amount is included in the proposed budget and the second half will be included in the proposed 2017 budget. The Upper Rum River WMO will do everything possible to try to reduce this cost so that the budget requests can be reduced and costs for this activity can be reduced for the members.

The City of Ham Lake has requested to be removed from the Upper Rum River WMO. At this time, no determination has been made by the Bureau of Water and Soil Resources (BWSR) as to whether Upper Rum River drainage area of their city will remain in the Upper Rum River WMO or if it will be absorbed by the Coon Creek Watershed. If Ham Lake were removed from the Upper Rum River WMO the portion of their contributions would have to be absorbed by remaining five member cities. Ham Lake's budget charge to the Upper Rum River WMO is projected to be \$1,014.12 for 2016.

I did forward everyone an e-mail this afternoon from Leon that said it does appear at this time that Ham Lake may be dropping their appeal and petition to be removed from the Upper Rum River WMO. So, if that's the case, then that'll save East Bethel about \$200 in the upcoming budget.

The draft budget is attached for your review and discussion purposes. Revisions are anticipated by the Upper Rum River WMO after comments from member cities are received. The final budget will be provided in early May for final consideration and approval.

The Upper Rum River WMO has stated reservations regarding an audit requirement by Bureau of Water and Soil Resources for 2014. This is now a State mandate and while there are no detailed punitive actions specified, non-compliance along with other non-performance issues could result in action by Bureau of Water and Soil Resources to abolish the local board. If this action were taken, the County would then assume the WMO's responsibilities. The County could, and in all probability, would either combine the Upper Rum River WMO with the Lower Rum River WMO or create a Water Management District with levy powers. Both of these options would be detrimental to the current member's constituents both in terms of representation, local control, and additional costs.

The Upper Rum River WMO completed fiscal year 2014 with a \$6,500 cash balance. These funds are more than sufficient to cover the cost of an audit for 2014.

Staff recommends that this issue be discussed and comments provided the 2016 Upper Rum River budget and the proposed 2014 Upper Rum River WMO audit.

Voss stated so Jack, the cost of that audit is not included within their budget they're presenting? Davis stated no, it is not. Only the revision for the ten-year management plan. Jamie Schurbon with ACD has indicated that he thinks that plan can be developed for less cost. One of the comments that I would like to be able to forward to the Upper Rum River WMO is that they continue to work closely with Jamie to incorporate his capabilities

and expertise and doing as much as he can to help us with the plan to keep these costs as low as possible.

Koller stated the problem we have is the outside audit that BWSR wants done will run 25% to 30% of our annual budget. That is a small watershed and that's a lot of money. Voss stated and that would have to be done within this budget year. Right? Koller replied yes. Davis stated it would have to be. The audit would be for fiscal year 2014 so it would have to be performed this year.

Voss stated so the question I have then is why isn't the cost for an audit in here. It would seem like, at least at this time, the WMO is refusing to do the audit. Davis stated that appears to be the situation and Mr. Dan Denno, the Chairman of the Upper Rum River WMO, has recently sent out a question to the mayors of the member cities, in essence asking them for direction on what they feel the needs of the audit are and how they wish to proceed on this.

Voss stated for Council's benefit, I received that e-mail and I watched the Work Meeting. I wasn't here last week. But, I conveyed back to him that the consensus of the Council was that the audit should be done. I didn't hear anything back from Dan. Davis stated I've talked with St. Francis. While they haven't taken an official position, I think they're leaning in the same direction. I'm not sure what position Oak Grove or Nowthen are going to take. They're the other two major players. The City of Bethel is also a member along with Ham Lake. East Bethel, St. Francis, Oak Grove, and Nowthen pay approximately 90%-95% of the budget. There's only a small portion of Ham Lake included and Bethel is only an acre in size.

Davis explained the formula for assigning the budget is based on population and number of acres in the watershed. I think that there's maybe more consideration now toward performing that audit in light of the consequence that could happen. Here again, they may not happen because these things aren't specified but they are things that could happen. Even though what Ron said is accurate, it's a huge percentage of the existing budget. Going forward though, the audit only has to be done once every five years. So, if you do the audit now and let's say it cost \$4,000 and another one cost \$4,000, somewhere between here and 2020, we've actually spent \$8,000 total over six years, which is about \$1,300 a year. Still a large percentage of the budget but, unfortunately, this is something we're having to deal with. It's another unfunded mandate.

Voss asked Ron, when is the WMO meeting again? Davis stated May 7th. Koller stated May 7th. Voss stated so every two months they meet. Koller stated yeah so whatever the Council wants to do, I can relate.

Ronning asked the numbers you just mentioned, is that our share? Or, is that the whole audit package? Davis answered the \$4,000 would be the whole cost. The WMO does have \$6,500 though with a cash carryover from the previous year's budget. So, they do have sufficient funds to cover that without coming back to the cities and requesting additional moneys to perform the audit.

Voss asked how much was the audit? Davis answered up to \$4,000. Voss stated okay, I thought I heard \$24,000 before. Okay.

Ronning stated it seems there was some conversation that our share is about \$600 or something. Is that the final number? Koller stated no, our share is about \$6,300 a year. Ronning asked per year? Koller stated yeah. Voss stated well, that's out of the whole budget. Koller stated yeah. Voss stated but you're just asking about the audit.

Ronning stated the audit, yeah, the cost change. Davis explained our total share of the audit would be \$600-\$700. Ronning stated let's put it in some kind of a perspective. That's \$2 a day to keep the Lower Rum out of our levy.

Voss stated well, you know, I'm as against unfunded mandates as anyone but refusing to do something, I don't know if that's the right channeling of that resistance. Koller stated well, we're talking \$3,000 to \$4,000 to do an audit and we take in six or seven checks a year and we write out about eight or nine checks a year. That's not a lot of auditing to do.

Voss stated then I would question the cost for the audit. Who does the audit? The State? Koller stated no, we have to have an independent. Davis stated the Upper Rum River would select their own CPA to perform the audit. Voss asked where do the estimates to perform the audit, I can't imagine the audit would cost that much. Davis responded we've talked with the auditors and all of them said they would need to go back two-three years just to make sure there were not irregularities and establish the basis for the 2014 audit.

Voss asked and how many checks a year? Koller stated we write out less than ten. Voss stated so it's 30 checks over three years, I still can't imagine how it would cost that much. Davis stated I thought the cost of the audit was exorbitant and we've checked with a couple and they've ranged from \$2,400 to \$4,000.

Voss asked where did the cost estimate for the audit come from? Do you know? Koller stated I'm not sure, was that Dan? Davis stated Dan provided some of those and we asked our auditors to take a look at it. They said the cost would probably be between \$3,000 and \$4,000. Voss asked total? Davis confirmed total. Not our share but total. Voss asked the total cost? Davis confirmed the total cost.

Voss asked and what's being presented to us in this argument for not doing it? Was it \$6,000? I'm getting my numbers all mixed up now. What is Upper Rum saying it is going to cost? Davis stated the Upper Rum is saying it will cost between \$2,000 and \$4,000 for the audit. Is that accurate Ron? Koller responded yeah and since our budget for the year is only \$13,000, that's huge. But, if we have to do it, we will do it.

Voss stated to me, I think we should include at least in our budget planning that it be done. We can approve the WMO's budget with, I think, some reservation. But, to me, I think Council should be giving direction directly to the WMO about this audit issue. Davis stated remember too that the Upper Rum River does have \$6,500 in available funds that they could apply to cover the cost of the audit. So, if they do the audit, they will not have to come back to each individual city and ask for \$600-\$800 dollars to cover that cost.

Voss asked do you agree with that too? Koller answered yes but, you know, for every check we've written out in the last three years, the audit's going to cost \$100 per check, basically. Write out a \$10 check and it costs \$100 to audit it. It just doesn't make sense to me. Davis stated no, I agree, the cost of the audit does seem exorbitant. But, here again, not doing the audit, some of the consequences could prove even more costly.

Voss stated my concern with this whole discussion is, Jack how you've characterized it in terms of talking with other cities, which I know the Council Members haven't seen this e-mail that Dan Denno sent out, but Dan 'painted' a far, far different picture than what Jack's presenting. So, I think there's perhaps fundamental differences on the WMO.

Davis stated my concern is the protection not only of East Bethel but the people that this WMO represents. In the worst-case scenario should the Watershed be combined with the Lower Rum River Watershed, then the majority of the population is to the south so our representation will be diluted. Voss agreed and stated very diluted.

Davis stated but more importantly we are then going to be part of a permitting process. The Lower Rum River requires permits for any grading or development activities. So then, anything that's done in East Bethel, Ham Lake, Oak Grove, St. Francis, now is going to have to go through that permitting process, which will probably be administered through somebody, their engineer in Coon Rapids, or Anoka, or wherever their headquarters are. Plus, there'll be a fee for it too and there'll be other requirements.

Ronning stated that's why this \$2 a day doesn't sound too bad then. Voss stated right, I can't understand why the others don't see that too. Davis stated here again, this doesn't mean that if they didn't do the audit, that this would happen but it is a potential consequence.

Davis stated even worse would be if the County decided, 'Well, since we're going to combine these, we'll just make it a Water Management District.' Then they wouldn't come and request budget funds from us. It would automatically be levied on our County taxes. Ronning asked would that be considered our fault by residents? Voss stated it's unfunded mandates.

Ronning asked is there any action or anything you're looking for? Or, for consensus? Davis stated we just want to review and they're asking for comments on their proposed budget, which is included in your packet. The basic change in the budget for the Upper Rum River WMO for 2016 as opposed to 2014 is that \$17,500 line item for the revision of that ten-year water plan. In my discussion with Jamie, if we can get him back on board, he seems to think that can be done for less. My recommendation to Council would be to provide the comment that we would like to see them work with Jamie as much as possible to keep that cost contained and hopefully achieve a less cost for that budgeted amount.

Voss stated Jamie and ACD have a great history of controlling costs on these projects. It's a small group and they can control it.

Ronning asked how much coordination should there be for everybody to be 'in the same pocket' instead of just three, four of us, Ham Lake, St. Francis and us? Davis stated the membership is defined by the watershed boundaries so it's limited to the six members. Ham Lake, Bethel, East Bethel, St. Francis, Oak Grove, and Nowthen. Just like the other Watershed Management Organization we belong to is the Sunrise, which comprises East Bethel, Linwood, Columbus, and Ham Lake.

Ronning asked if they don't get this audit done and for some reason gets assigned to the Lower Rum River or separate, brand new, we should have all six. Do we think that all six would go along with what we're talking about? \$2 a day? Davis stated from my discussions, St. Francis, I think, would be supportive of the same position that we are.

Others discussions amongst some of the Oak Grove members that, I think, in the end they may come around to the same position. I haven't been able to contact anyone from Nowthen. Ham Lake, I think, would probably go along with this too. But again, Ham Lake's and Bethel's stake in this is almost insignificant and their costs are almost nothing.

Davis stated if you'll look at the draft budget information, down at the bottom, you'll see that the City of Bethel pays \$1,000 a year. Ham Lake pays \$1,000. So, the other four members actually pay about 93% of the budget for the Upper Rum River WMO.

Voss stated on that issue, why is this not administrative expense as opposed to an expense of implementation? The 'kicker' on that is that's an equal share to everyone. Wouldn't an audit be an administrative expense of the WMO? Davis stated an audit would be an administrative expense but it's not included in this budget.

Voss stated if it was, it wouldn't be by the percentages. Davis stated that's correct, it would be broken down and everyone would be responsible for one-sixth of it. Voss stated they'd all be paying an equal share of it. Davis explained that administrative expenses are broken down, prorated evenly. The other expenses are broken down by population and acreage.

Voss stated Bethel and Ham Lake have got an even bigger affect on this audit cost. But, to me, I think we send a message back that they need to include the cost for the audit within their budget. If we feel they should be doing the audit, why not just reply that way. Davis stated I agree and the other way to reply too, is that they can do a prorated share each year. If it's going to be every five years, and we estimate it's going to cost, let's say \$800 a year. Voss agreed sure, just for cash flow.

Koller stated if that's the consensus of the Council. Ronning stated it's almost like cheap insurance. It keeps somebody out of you 'back pocket.' Koller stated I wouldn't call it 'cheap.' Ronning stated \$2 a day is one cup of coffee.

Voss stated I think we're all in agreement but how do we get the WMO to not ignore the message. Koller stated yeah, I will do that. Ronning asked who is carrying the message? Are you part of that or is Ron? Koller responded I am. Ronning stated we're interested in continuing. Is that what we're interested in? Koller stated yup, seems what everybody wants. Voss stated to simplify it, the message is we understand all the issues. Mundle stated we may not like it but. Koller stated we don't like it at all. Voss stated yeah, but we agree that we shouldn't have to, but to be responsible from a fiduciary standpoint, they need to do it and we'll 'pony up' our share.

Ronning stated the overall cost could be a lot more. Voss stated I think cost and affect is part of it. The loss of control. Ronning stated yeah, the lost of control and participation, and even the permitting process.

Voss asked do you need a motion Jack? Davis stated we just need direction as to comments to send back to those. That should probably be in the form of a motion if we want to comment on the addition of funds to go forward with an audit for the proceeding years and to encourage the WMO to work closely with Jamie Schurbon to contain the cost of the ten-year water plan.

Ronning stated for clarification, this watershed and what you mentioned about a possible permitting process, that doesn't just mean people on the Rum River. That means the whole

watershed. Davis stated that's correct. Ronning stated so that's everybody in the City almost could be subject to some kind of, you lose your representation and \$300-\$500 maybe for grading. Voss stated well every grading project goes in front of them. Davis stated 60% of East Bethel would be affected by that. Ronning stated right and if there was a separate permitting process completely outside our parameters.

Voss stated another layer that we don't need. Koller stated the other problem there is if they'd take that watershed and combine it with another one, they can create a Watershed District, which has the power to levy for taxes and they can have full-time employees. So, the cost could go way up then. Harrington noted we wouldn't have any say in that.

Voss stated I know a lot of these people on the WMO and there's a lot of local control, right? And, for as many people that are in favor of local control, I can't believe they'd want to risk this. We'd be definitely losing local control on this. Davis stated I think everybody here sympathizes with the concept but if they want this changed, the place to do so is legislatively from the top down, not from the bottom up. Voss agreed and stated this is not a 'revolt-type' action.

Mundle stated I'll make a motion to go along with Jack's statement of working more closely with Jamie, that the audit should be done, we may not like it but it's the best alternative. Ronning asked does that get you where you want? Davis answered yes. **Harrington stated I'll second.** Voss stated any other discussion? All in favor say aye?" **All in favor.** Voss stated any opposed? That motion passes. **Motion passes unanimously.**

9.0 Other
9.0A
Staff Reports

April 15,
2015 Local
Board of
Appeals and
Equalization

Davis stated prior to our next Council meeting on April 15th, we have our Local Board of Appeals and Equalization meeting. Anyone that has any issues, questions, about their property taxes or assessment, this is the time that they can be appealed. Any time after this, they can't be appealed so please make note of that. If you wish to appeal anything, please come to this meeting at 6 p.m. on April 15th in regard to any assessment or tax issues that you may have.

Voss stated here in Council's Chambers in front of the Council. Davis stated yes, here in Council's Chambers. The County Assessor will be here and the City Assessor will be here and those issues can be addressed at that time only. If you wait until afterwards, then they can't be heard.

Voss stated all residents should have received their statements by now. If you haven't received your statements, contact the County. I know that happens once in a while.

April 25,
2015 Spring
Recycle Day

Davis stated also on April 25th is our Spring Recycle Day, which will be held at the Ice Arena. So, if you're doing your spring cleaning, we'll have a place for you to dispose of many objects that you may have.

221st Overlay
Project

Davis stated it's been commented on by Council Members prior to the meeting but if you notice, there's a lot of tree cutting on 221st Avenue from 65 east all the way down to County Road 74. This is part of an overlay project that Anoka County Highway Department is doing. They're doing the tree clearing now and as soon as weather permits, they will start the overlay and pavement. There will be no detours on this project. The road will be kept open either entirely or partially throughout the process. There may be some one-way traffic but there will be no detours associated with it. Voss stated I know the answer to this but unfortunately, we're not getting shoulders on this road. Davis stated unfortunately, we're

not. This is just an overlay and unfortunately not a reconstruction. We approached the County about doing this and they said it wasn't in their budget. We also did it when they did 213th, the connector street between East Bethel Boulevard and Durant Street two years ago. It will be a welcome improvement, we'll have a smooth surface to drive on. Voss stated I don't think anyone's going to complain about that.

9.0B
Council
Report –
Member
Harrington

Harrington stated East Bethel Senior Garage Sale is April 11-12, Saturday the 11th from 8 a.m. to 5 p.m., Sunday from 8:30 a.m. to noon. It's here next door at the Senior Center.

Harrington stated the Senior Expo 2015 celebrating healthy living is on April 11th, Lord of Life Church in Ramsey, from 9 a.m. to noon.

Council
Member
Ronning

Ronning stated I don't have anything today.

Council
Member
Koller

Koller stated we went over the Watershed and Beaverbrook so I'm done.

Council
Member
Mundle

Mundle stated a couple Fridays ago, I went on a ride along with Deputy Nelson. I spent about six hours on a Friday night with him, until about 1:15 in the morning. It was absolutely a great experience to see what they did in that short time span that patrolled the City multiple times from north to south and east to west. Patrolled a lot of the businesses, a lot of them along 65, answered a couple calls that came up, traffic stops, and there's a couple other things thrown in the mix too. All of that was just six hours so they do a fantastic duty for our City. You don't see how much they do because they're usually never in one place at the same time unless they're watching traffic. So, I just want to thank Commander Orlando for setting that up and Deputy Nelson for putting up with me for six hours.

Mayor Voss

Voss stated I have nothing. Arbor day is on the 25th and we don't have a time yet, right? For that? Davis stated I think it is 10 a.m. but if you'll check the website, it will have that information. Voss stated we can announce that at the next Council meeting too.

9.0C
Other

None.

9.0D
Closed
Session

Vierling stated thank you Mr. Mayor. For the benefit of the record and for the public, we would note that at the present time, the Council's anticipating going into Closed Session to deal with issues of Code enforcement and pending and threatened litigation. All authorized under Minnesota Statute 13D. With regard to the Code enforcement or active matters, they'll be properties discussed at 24054 Johnson Street, 4855 Viking Boulevard, 4631 Viking Boulevard, and 553 Lakeshore Drive. We'll also be dealing with issues of threatened litigation from Greystone LLC and finally dealing with matters of acquisition and purchase also authorized under the Statute dealing with Property Identification No. 29-33-23-33-0002. As the Closed Session will be authorized under attorney-client privilege, these matters will not be tape recorded. It is not required by law. Council will return to Open Session following the Closed Session to announce any formal actions taken during the course of the Closed Meeting or take any further action so that the meeting presently will be recessed until they come back into Session. With that being said Mr. Mayor, I recommend that a motion be made to go into Closed Session for the purposes I've indicated.

Move to
Closed
Session

Ronning stated move to go into Closed Session at 8:16 p.m. Koller stated second. Voss stated any discussion? All in favor say aye?" **All in favor.** Voss stated opposed? Hearing none motion passes. **Motion passes unanimously.**

Reconvene
Open Session

Vierling stated thank you. For the members of the public and for the benefit of the record, we'd indicated that the Council is now back into Open Session after having concluded a Closed Session dealing with matters of pending or threatened litigation and Code compliance affecting several properties being 24054 Johnson Street, 4855 Viking Boulevard, 4631 Viking Boulevard, and 553 Lakeshore Drive. Council also reviewed matters of pending and threatened litigation with regard to Greystone LLC and reviewed issues of land acquisition as it affects Property Identification No. 29-33-23-33-0002.

Vierling stated no formal motions were made during the course of the Closed Session. Council reviewed issues as to each topic with the City staff and the City Attorney on matters of strategy and process and otherwise that concluded their Closed Session. That being said Mr. Mayor, the report required by Open Meeting Law has now been made into the record. Council can take any final action they wish to at this time.

Ronning stated move to adopt Option 3 discussed in Closed Session and whatever means are necessary to accomplish that. Voss asked with regard to which property? **Ronning stated 553 Lakeshore. Harrington stated I'll second.** Ronning asked is that enough? Vierling replied yes. Voss stated is there any discussion? Hearing none, all in favor say aye?" **All in favor.** Voss stated opposed? That motion passes. **Motion passes unanimously.**

10.0
Adjourn

Koller stated motion to adjourn. Harrington stated second. Voss stated any discussion? All in favor say aye?" **All in favor.** Voss stated any opposed? **Motion passes unanimously.**

Meeting adjourned at 9:37 p.m.

Submitted by:
Carla Wirth

TimeSaver Off Site Secretarial Inc.



April 9, 2015

Doug Fischer
Anoka County Engineer
Anoka County Highway Department
1440 Bunker Lake Boulevard NW
Andover, MN 55304-4005

Subject: SP 002-030-008 Intersection Lighting on CSAH 22 from TH 65 to the East County Line

Dear Mr. Fischer,

The City of East Bethel would like to express its support for the above referenced CSAH 22 intersection lighting project. The City is aware that Anoka County will be responsible for all construction costs related to this project and that Connexus Energy will be constructing the lighting thru a Public Interest Finding. We understand and agree that the City of East Bethel will be responsible for the maintenance of streetlights and cost of electrical power to the streetlights in the City of East Bethel through an agreement with Connexus Energy.

Sincerely,

Steve Voss, Mayor
City of East Bethel, MN



City of East Bethel Wireless Communication Policy

Objective:

This policy defines acceptable and unacceptable uses of wireless communication devices to ensure such usage is consistent in the best interest of the City without unnecessary restriction of employees to conduct their duties. This policy has been implemented to prevent improper use or abuse of wireless communication devices, ensure city employees exercise the highest standards of care with property in their use and provide a layer of security when accessing City data from a mobile device. It is the objective of the City of East Bethel to prevent and correct any abuse or misuse of wireless communication devices through the application of this policy. Employees who abuse or misuse such devices may be subject to disciplinary action under the personnel policy or a collective bargaining agreement.

Policy:

The City Administrator will determine which positions in the departments require a wireless communications device and whether the needs are best served through the allocation of a city-purchased/leased wireless communications device or through authorizing an employee to use his/her own personal device for City business, for which he/she will receive a reimbursement by the City.

Employees receiving a cell phone reimbursement will be paid a rate of \$20 per month. Employees on the reimbursement method shall provide proof that they have a wireless device by providing a copy of their cellular service bill, the service number and shall sign the Wireless Device Allowance Agreement annually. The employee shall be reimbursed for the year during the final pay period in December. I.e., reimbursement for 2015 will be done in December 2015. Reimbursement requests are due no later than December first.

Information related to the use of a personal device for City business may be government data. However, it may be considered personnel data which is classified as private data on an individual, but pursuant to court order.

Employees receiving either a city-purchased wireless communications device or personal wireless device reimbursement are subject to the following requirements:

- The wireless communications device must be available for use during all hours of work and when the employee is subject to call.
- Use of the device must not provide a distraction to the employee during work hours. This includes limiting personal use during work hours and setting the wireless communications device to a "silent alert" mode during meetings and other times that an interruption is undesirable.
- All employees must follow federal, local and state laws pertaining to wireless device use (texting, emailing and voice communications) while driving a motor vehicle.
- Adequate security for the device must be provided by the employee to prevent unauthorized users from finding client/work-related information stored in the device's memory.
- All employees must notify their supervisor immediately if a device becomes lost, stolen or otherwise compromised.
- Use of public resources, as it relates to this policy, by City employees for personal gain and/or private use including, but not limited to, outside employment or political campaign purposes, is prohibited and punishable by disciplinary action which may include termination and/or criminal prosecution, depending on the nature and severity of the transgression.

City of East Bethel
Wireless Communication Device Reimbursement Form

I have read and understand the following regarding use of my personal cellular phone and service:

- I will use my personal wireless device in accordance with the policies and procedures set forth within the Wireless Communication Device Policy.
- My personal cellular phone will be used in the ordinary course of City business to perform my job duties.
- I understand that in exchange for providing and using my personal cellular device and service to conduct City business, the City of East Bethel will reimburse me an allowance of \$20 per month for cellular phone service. The employee shall be reimbursed for the year during the final pay period in December. I.e., reimbursement for 2015 will be done in December 2015. Reimbursement requests are due no later than December first
- I understand that the per month reimbursement is an estimate of business usage and the City of East Bethel will not be reimbursing for business calls, data, or text usage in months that exceed the reimbursement amount.
- I understand that my number will be displayed on the City Staff Contact listing and that I am required to setup my City email address on my phone.
- I understand that the City may, at its sole discretion and without prior notice, add to, modify, or discontinue any reimbursement program.
- I also understand that, with proper notice to my supervisor, I may terminate this agreement.
- I understand that information related to the use of a personal device for City business may be considered governmental data, and may be subject to disclosure; if it is deemed personnel data which is classified as private, it still may be released pursuant to court order.
- I have attached a copy of one of my monthly cell phone bills to this agreement.

Employee Name (*print*) _____

Department Head Approval_____

Employee Name (*signature*) _____

Employee Cell Phone Number_____

Date _____

Month requesting reimbursement for:

January_____

February_____

March_____

April_____

May_____

June_____

July_____

August_____

September_____

October_____

November_____

December_____



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
 444 Cedar Street, Suite 133, St. Paul, MN 55101-5133
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555
 www.dps.state.mn.us

Application for Optional 2 AM Liquor License

License type code: 2AM License Expiration Date _____ ID# _____
 (For Office Use Only)

Licensee Name: Slaw-Industries Corp.
 Trade Name: Route 65 Pub & Grub
 Licensed Location Address: 18407 Hwy 65 NE
 City, State, Zip Code: East Bethel, MN 55011
 Business Phone: 763-413-3550

If the above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

<u>Bradley Adrian Slawson</u>	<u>7-13-70</u>	<u>471-11-8777</u>	<u>2852 179th Ave NE</u>
Partner/Officer Name	(First Middle Last)	DOB	Social Security #
			Home Address <u>Ham Lake, MN</u>
<u>Bradley David Slawson</u>	<u>1-18-48</u>	<u>477-56-6822</u>	<u>4502 176th Ave NE</u>
Partner/Officer Name	(First Middle Last)	DOB	Social Security #
			Home Address <u>Ham Lake, MN</u>
Partner/Officer Name	(First Middle Last)	DOB	Social Security #
			Home Address

Licensee must report previous 12 month on sale alcoholic beverage gross receipts by checking one of the boxes below. Next to the box you check is your 2 AM license fee. Make check payable to: **Alcohol and Gambling Enforcement Division (AGED)**. Mail this application and check to : AGED, 444 Cedar St., Suite 133, St. Paul, MN 55101-5133.

- \$300 2 AM license fee - Up to \$100,000 in on sale gross receipts for alcoholic beverages
- \$750 2 AM license fee - Over \$100,000, but not over \$500,000 in on sale gross receipts for alcoholic beverages
- \$1,000 2 AM license fee - Over \$500,000 in on sale gross receipts for alcoholic beverages
- \$200 2 AM license fee - 3.2% On Sale Malt Liquor licensees or Set Up license holders
- \$200 2 AM license fee - Did not sell alcoholic beverages for a full 12 months prior to this application

Yes No Does your city or county licensing official allow the sale of alcoholic beverages until 2 AM?

City Clerk/County Auditor Signature _____ Date _____

(I certify that the city or county of _____ approves the sale of alcoholic beverages until 2 AM)

Licensee Minnesota Tax ID Number (Required) 2836883

Licensee Signature Bradley Adrian Slawson Date 4-7-15
 (I certify that I have answered the above questions truthfully and correctly)

Licensee: Prior to submitting this application to the Alcohol and Gambling Enforcement Division, it must be signed by your local city or county licensing official.

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

RESOLUTION NO. 2015-25

RESOLUTION ACCEPTING BID

WHEREAS, pursuant to the advertisement for bids for the Nordin Estates Drainage Improvement Project, bids were received, opened and tabulated according to law, and the following Bids were received complying with the advertisement:

Dryden Excavating, Inc.	\$52,697.50
Dunaway Construction	\$53,345.00
Mr. Dirt	\$53,849.24
Dirtworks, Inc.	\$55,700.85
Dresel Contracting	\$64,064.64
New Look Contracting, Inc.	\$72,263.00
G.L. Contracting, Inc.	\$74,905.40
Douglas-Kerr Underground, LLC	\$77,312.65
Sunram Construction, Inc.	\$87,875.00
Penn Contracting, Inc.	\$99,365.00

AND WHEREAS, it appears that Dryden Excavating, Inc. of Nowthen, Minnesota is the lowest responsible bidder;

AND WHEREAS, the City accepts the bid proposal in the amount of \$52,697.50.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT:

1. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Dryden Excavating, Inc. of Nowthen, Minnesota in the name of the City of East Bethel for the Nordin Estates Drainage Improvement Project, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

2. The City Engineer is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted this 15th day of April, 2015 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Steven R. Voss, Mayor

ATTEST:

Jack Davis, City Administrator



City of East Bethel City Council Agenda Information

Date:

April 15, 2015

Agenda Item Number:

Item 8.0 A.1

Agenda Item:

Conditional Use Permit

Property Owner: Beaverbrook Sportsmen’s Club

Applicant: Bill Dubats (Club representative)

Address: 20500 Palisade St NE, Cedar MN 55011

PIN(s): 16-33-23-43-0001, 21-33-23-11-0001, 21-33-23-13-0001

Zoning: Rural Residential (RR)

Requested Action:

Consider approving Conditional Use Permit (CUP) to the Beaverbrook Sportsmen’s Club to operate a gun club, and make improvements to improve safety and mitigate noise.

Background Information:

The Beaverbrook Sportsmen’s Club is interested in improving the gun club by creating additional shooting ranges. These ranges will not only provide the gun club with some additional tournament opportunities, but will enhance the experience for the existing members while improving safety and mitigating noise.

As part of their proposed project, a 700’ x 160’ berm with 7 shooting ranges for pistol, muzzleloader and shotguns are proposed. The north berm will be 20 feet in height and the sides will be 10 feet in height and 10 feet off the east property line. The property to the east is a heavily wooded area and there are no homes located in this area.

A wetland delineation was completed and the area where the shooting range will be located is outside of any of these areas. There is a Significant Natural Environment Area located to the east of proposed shooting range and the Gun Club will be working with Anoka Conservation District to install signs relating to Blanding turtles habitat.

The Gun Club was established in 1968 through a Special Use permit and received subsequent approval to construct a large shooting range and variance for the clubhouse

Attachments:

Attachment #1 – Proposed CUP

Attachment #2 – Location Map and Site Plan

Attachment #3 – Draft Planning Commission Minutes, March 23, 2015

Fiscal Impact:

Recommendation(s):

At their regular meeting on March 24, 2015 the Planning Commission recommended approval of the Conditional Use Permit (CUP) to Beaverbrook Sportsmen’s Club to permit the addition of a shooting range and for future improvements that enhance the safety of the gun club, mitigate noise and improve the overall gun club operations subject to the following conditions:

1. All improvements are subject to Wetland review and recommendations
2. All Significant Natural Environment areas will be protected
3. Property Owner and applicant shall meet City, State, and Federal regulations for the protection of air quality, erosion control, dust control, and noise.
4. All building codes, and zoning regulations imposed by the City of East Bethel will be applicable for future development as required.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

CITY OF EAST BETHEL
ANOKA COUNTY, MINNESOTA
CONDITIONAL USE PERMIT (CUP)

CUP-15-02

Dated: March 25, 2015

Property Owner: Beaverbrook Sportsman's Club

Property Owner/Applicant: Bill Dubats (Club representative)

Parcel Numbers: 16-33-23-43-0001, 21-33-23-11-0001,
and 21-33-23-13-0001

Parcel Location: 20500 Palisade St NE,
Cedar, MN 55011

Legal Descriptions: GOVT LOT 8 SEC 16 TWP 33 RGE 23, EX THAT PRT
OF SD GOVT LOT LYG E OF NLY EXTN OF E LINE
OF NW1/4 OF NE1/4 OF SEC 21 SD TWP & RGE, SUBJ
TO EASE OF REC

Present Zoning District: RR – Rural Residential

CONDITIONAL USE PERMIT (CUP): to allow Beaverbrook Sportsmen's Club to operate a gun club, and make improvements to improve safety and mitigate noise.

GENERAL DESCRIPTION

Mr. Bill Dubats representing Beaverbrook Sportsmen's Club is interested in improving the gun club by creating additional shooting ranges. These ranges will not only provide the gun club with some additional tournament opportunities, but will enhance the experience for the existing members while improving safety and mitigating noise.

Enclosed in your packet you will find several attachments that outline the planned improvements, which is to construct a 700' x 160' berm as part of 7 shooting ranges for pistol, muzzleloader, and shotgun. The main berm will be 20 feet in height and the sides will be 10 feet in height. It will be located in what is right now an open field. It will be 10 feet off the east property line. The property to the east is a heavily wooded area and there are no homes located in this area.

A wetland delineation was completed and the area where the shooting range will be located is outside of any wetland areas. It should be noted that there is a Significant Natural Environment Area located to the east of where the shooting range will be (see

attachment 4.7) and the Gun Club will be working with Anoka Conservation District on preserving this property.

PLANNING COMMISSION ACTION

A public hearing was held by the Planning Commission of the City of East Bethel on March 24, 2015 at which all persons interested were given an opportunity to be heard. The Planning Commission recommended approval of the CUP with conditions.

CITY COUNCIL ACTION

The City Council considered the matter at its meeting on _____ and approved the recommendation of the Planning Commission.

DECISION

The City Council hereby grants the CUP to allow for the addition of a shooting range, and for future improvements that enhance the safety of the gun club, mitigate noise and improve the overall gun club operations.

CONDITIONS AND REQUIREMENTS

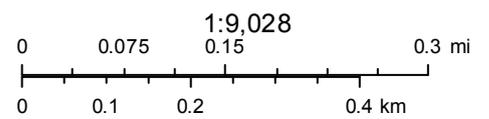
The granting of this CUP to Beaverbrook Sportsmen's Club is subject to the following conditions and requirements:

1. All improvements are subject to Wetland review and recommendations
2. All Significant Natural Environment areas will be protected
3. Property Owner and applicant shall meet City, State, and Federal regulations for the protection of air quality, erosion control, dust control, and noise.
4. All building codes, and zoning regulations imposed by the City of East Bethel will be applicable for future development as required.

Beaverbrook Sportsmen's Club



March 27, 2015



EAST BETHEL PLANNING COMMISSION MEETING

March 24, 2015

The East Bethel Planning Commission met on March 24th, 2015 at 7:00 P.M for their regular meeting at City Hall.

MEMBERS PRESENT: Randy Plaisance Lou Cornicelli Lorraine Bonin Glenn Terry*
Sherry Allenspach Tanner Balfany Eldon Holmes
* Commission Chairperson

MEMBERS ABSENT: None

ALSO PRESENT: Colleen Winter, Community Development Director
Ron Koller, City Council Member

1.0 Call to Order Mr Terry called the meeting of the East Bethel Planning Commission to order at 7:00PM.

2.0 Adopt Agenda Mr Terry motioned to adopt the agenda but moving the Approval of Meeting Minutes from 3.0 to after 6.0, Travel Trailer/Recreational Vehicles/Overnight Camping. Mr Holmes seconded the motion. All members were in favor; motion carried.

Mr Plaisance requested that in the future agenda items could be noted with the page number in the packet where the item begins. Mr Holmes noted that the packets occasionally reference information that is not available to the member when they are reviewing the information contained in the packet.

**3.0 Public Hearing/
Conditional Use Permit** A request by applicant, Beaverbrook Sportsman Club for a Conditional Use Permit to improve the safety and functionality of shooting range(s) and additional sound mitigation. The location being 20500 Palisade St NE, Cedar MN 55011, PIN(s) 16-33-23-43-0001, 21-33-23-11-0001, 21-33-23-12-0001, 21-33-23-13-0001

Conditional Use Permit

Property Owner: Beaverbrook Sportsman's Club

Applicant: Bill Dubats (Club representative)

Address: 20500 Palisade St NE, Cedar MN 55011

PIN(s): 16-33-23-43-0001, 21-33-23-11-0001, 21-33-23-13-0001

Zoning: Rural Residential (RR)

City of East Bethel Code Reference:

Appendix A, Zoning Ordinance, Section 42

Attachments:

3.1 CUP Application with Appendix A-D

3.2 Beaverbrook Aerial Photo

3.3 Wetland Review from Anoka Conservation District

3.4 Significant Natural Environment Area

3.5 Resident Attendance Sheet

Background Information:

Mr. Bill Dubats representing Beaverbrook Sportsman's Club is interested in improving the gun club by creating additional shooting ranges. These ranges will not only provide the gun club with some additional tournament opportunities, but will enhance the experience for the existing members while improving safety and mitigating noise.

The planned improvements include constructing a 700' x 160' berm as part of 7 shooting ranges for pistol, muzzleloader, and shotgun. The main berm will be 20 feet in height and the sides will be 10 feet in height. It will be located in what is right now an open field. It will be 10 feet off the east property line. The property to the east is a heavily wooded area and there are no homes located in this area.

Wetland delineation was completed and the area where the shooting range will be located is outside of any wetland areas. It should be noted that there is a Significant Natural Environment Area located to the east of where the shooting range will be and the Gun Club will be working with Anoka Conservation District on preserving this property.

History:

The Gun Club was established in 1968 through a Special Use permit and received subsequent approval to construct a large shooting range and variance for the clubhouse. In discussions with Mr. Dubats it was determined that it would be appropriate to go through the Conditional Use Permit process to address the new shooting range. In a more generic sense the Conditional Use Permit should cover future improvements for the gun club as well.

Recommendation:

Staff recommends that the Planning Commission approve the CUP to Beaverbrook Sportsman's Club to permit the addition of a shooting range, and for future improvements that enhance the safety of the gun club, mitigate noise and improve the overall gun club operations subject to the following conditions:

1. All improvements are subject to Wetland review and recommendations
2. All Significant Natural Environment areas will be protected
3. Property Owner and applicant shall meet City, State, and Federal regulations for the protection of air quality, erosion control, dust control, and noise.
4. All building codes, and zoning regulations imposed by the City of East Bethel will be applicable for future development as required.

Mr Cornicelli recused himself from the discussion and voting on this issue as he is a member of the Beaverbrook Sportsman's Club.

Ms Winters reviewed visuals of the proposed range. The Club property shares borders with the Sand Hill Crane Natural Area. The entrance to the Club is north off of Klondike Dr. which is a gravel road east of Highway 65. On Attachment 3.2, Beaverbrook Aerial Photo, the proposed shooting range is identified by hash marks and the wetland area is noted to the south, west and east of the property.

Attachment 3.4, Significant Natural Environment Area, shows where the existing Club and shooting ranges are and just south of that is where the new range would be located. To the east of that, there are two parcels of land that are also owned by the Sportsman's Club. These areas are designated as Significant Natural Environment areas and are of concern to the Conservation District. These areas are an ideal habitat for **Blanding Turtles??**. This does not mean the turtles have been found in the area but simply that it is possible they would live there. The Sportsman's Club has already worked with the Anoka County Conservation District and will be working on signage for this area to help make people aware of the habitat.

The Public Hearing was opened at 7:08 pm.

Mr Dan Butler, Chairperson for the East Bethel Economic Development Authority shared his support for the Sportsman's Club's request and noted that he is also a member of the Club and has served on the Board of Directors for several years. He presented his views on the potential economic benefit for adding the new range. The expansion would allow Beaverbrook to host statewide and regional shoots with 3-400 per event. This would bring more people to the area with potential benefit for getting businesses and/or people to move to the City of East Bethel. He also stressed that the Club has been a civic partner with the City in terms of shooting hours and stated that they would certainly be able to see the project through. Mr Butler strongly urged the Commission members to support the proposed expansion with a recommendation for approval to the City Council.

Mr Bret Berg lives on Klondike near the range and stated "It would be great if they could cut down the noise" although he did not think it was too bad. He related concern about which direction the new range would be shooting towards "not towards us" and the usage of the road (Klondike). He stated that in the summer the road gets "chewed up" and there is dust all over and adding more traffic would only make it worse. Mr Berg stated the neighbors are not against improvements on the range but they are concerned about how bad the road might get. He noted that they may have difficulty selling because they are next to the range but that they don't even notice it.

Ms Winter stated that the City is aware of the problems with Klondike Drive. The Sportsman's Club is only one of the businesses/activities that use the road including Blue Ribbon Pines Disc Golf Course and Minnesota Fresh Farm. The City is planning to treat the road to preserve it and reduce dust. Paving the road would be optimal but it is a mile and a half long and there are few property owners that would benefit so that is not planned at this time.

Mr John Bizal has been a member of the Sportsman's Club and a team sponsor and also lives on Klondike Drive. He asked if there might be any limitation to the size of caliber ammunition that might be allowed at the range.

No other audience members indicated an interest in speaking. The Public Hearing was closed at 7:15.

Ms Bonin stated she has concerns about the noise. She lives on the north side of Mud Lake and can hear the noise there. She is concerned that any mitigation that's made will not be adequate to contain additional noise from the new range and lessen the noise they are already getting. She is totally against any more development of shooting at the club until they have shown that they can take care of the noise that they already have. Ms Bonin also stated that there is development to the east of the Club and she didn't feel that it was being addressed.

Mr Holmes stated that he does hear the noise from the range but he is not sure that it bothers him. Ms Allenspach lives on 217th and stated that they do hear shooting from time to time, especially if there is an event being held and there is more noise than usual. She felt that trying to buffer the noise is a good thing.

Ms Bonin stated that if they are going to have big events with hundreds of people coming the noise will be much worse than it is now. Mr Terry asked if the parking would be adequate for large groups of people. Mr Bill Dubats responded that there is extensive parking available in the current lot and parking is also allowed on the grass.

Mr Dubats stated that “the object of a safe shooting range is to capture every projectile fired”. The shotgun ranges do shoot towards the north in the general direction of Mud Lake. League nights are Tuesday and Wednesday and there can be several rounds fired.

The new range is planned to shoot away from Mud Lake into 20ft high berms with side berms. The noise mitigation feature towards the south end is a 20 ft high berm that is twice as long as necessary. The berms are made of grass covered dirt and are expected to cut the sound emissions by 2/3. There is never any shooting toward Klondike Drive.

The pistol range can go up to 45 caliber. Nine millimeter, 38 and 22 are the most common rounds fired. Twelve gauge shotguns are the largest caliber fired.

Mr Holmes asked about trap shooting to the north. Mr Dubats stated that trap shooting will continue toward the north and west with league nights on Tuesday and Wednesday. On Sunday afternoon there is open trap shooting. Mr Holmes asked if a person can shoot any weapon they own. Mr Dubats related that the range rules do not allow fully automatic weapons. Semi-automatic weapons are allowed.

There are several law enforcement personnel who use the current range free of charge as a Community Service program offered by the Club. The current range is inadequate to accommodate them.

Mr Holmes noted that the distance from the range to the nearest home is about one mile. He asked if this would be a problem. Mr Dubats stated the 20 ft berms surrounding the shooting range are to prevent any projectile from passing through. Mr Holmes asked how the berm would be maintained. Mr Dubats stated the berms don't require much maintenance. They are “holding grass” very well and any repairs that need to be done can be accomplished with a bobcat. Mr Holmes also asked if there are any plans for a duck tower in the future. Mr Dubats responded that there is nothing planned at this time.

Ms Bonin asked if the current range also has a 20 ft berm and allows the amount of noise currently heard, how will noise be contained when there are large numbers of people at events. Mr Plaisance noted that he hears shooting from the range but only faintly and it is more of a background noise that does not bother him.

Ms Allenspach asked what the hours are for the range. Mr Dubats responded that the range is open from 9AM to Sunset every day with trap shooting until 9PM on Tuesday and Wednesday nights. This is within the City regulations.

Mr Plaisance asked Ms Winter if there have been any complaints from the community about noise from the range. She stated there have been no complaints that she is aware of since she started working for the City several years ago. Ms Bodin stated she would have complained but she didn't because she didn't think it would matter and she believes there are other people out there who haven't as well. Mr Plaisance stated that it is difficult to address a concern about noise if there is no documentation of a history of a problem. No sound level testing has been done.

Mr Holmes asked about how many special events might be held if the new range is approved. Mr Krieg Ofstad, President of the Club stated that the purpose of the new range is to allow more members to use ranges at the same time. He related that the new range faces toward the east and the new berm is specifically to reduce any noise in that direction.

Mr Ofstad stated that at this time there were no special events planned. He told members that the only possible special event might be in September for the International Defense

Pistol Association round up which is a two day event. Mr Ofstad stated that the Club is not interested in hosting any more events.

Mr Ofstad agreed that the Club might have the opportunity to host the annual Pheasants Forever Youth Day. This is a 4-H annual event for the state and it used to be held at the Sportsman’s Club. They have asked about coming back because the Club is centrally located in the state and there is enough acreage to do all the activities in one location. The last event was for almost 900 children. They offered archery, shotgun, fishing and even mounted cowboy action shooting.

Mr Holmes asked if the Anoka County Sheriffs use the range. Mr Ofstad stated that they do use it because their range is deteriorating and they can do more activities at the Club. He also noted that Blaine and Spring Lake Park officers use the range and Lino Lakes Police would like to use it. Another activity that is increasing is high school trap shooting teams.

Mr Holmes noted that if the traffic on Klondike increases with the range expansion, the City might consider using a less temporary treatment for the road. Ms Winter stated she will look into it.

Mr Plaisance made a motion to recommend approval to the City Council of the CUP for the Beaverbrook Sportsman’s Club to permit the addition of a shooting range, and for future improvements that enhance the safety of the gun club, mitigate noise and improve the overall gun club operations subject to the following conditions:

- 5. All improvements are subject to Wetland review and recommendations**
- 6. All Significant Natural Environment areas will be protected**
- 7. Property Owner and applicant shall meet City, State, and Federal regulations for the protection of air quality, erosion control, dust control, and noise.**
- 8. All building codes, and zoning regulations imposed by the City of East Bethel will be applicable for future development as required.**

Mr Terry seconded the motion. Five members were in favor of the motion with one member voting against (Ms Bonin) and Mr Cornicelli abstaining. Majority rules; motion carried.

4.0 Lowest Floor Elevation for buildings

Background Information:

The City of East Bethel has had numerous discussions regarding Shoreland Management Areas:

The City Ordinance currently requires the lowest floor level elevation for new Construction and additions to be located three feet above:

The regulatory floodplain OR Mottled soils OR Ordinary High water level
Whichever is greater

Ms Winter explained that the regulations regarding new construction and additions because the City is required to have them as part of Shoreland Management which is governed by the state Department of Natural Resources (DNR). The current requirements are consistent with the DNR rules governing Shoreland Management. The City has applied these same rules City wide, although it is only referenced under our Shoreland Management District.

It was felt that there is a need to clarify this information in the Ordinance and reference it throughout as appropriate rather than just in the Shoreland Management District section. The staff made comparisons between the City’s current requirement and those of other

cities with documented requirements (Attachment 4.1) Most cities were close to or the same as the East Bethel requirements.

Ms Winter stated that the requirements can remain the same if that seems most appropriate. A suggestion was to make the requirements different – possibly less restrictive – for other parts of the City than they are for the Shoreland Management District. In areas that are not part of the Shoreland Management District there may be more flexibility such as the size of the lot or **elevations impacting a natural resource.??? – is this what you meant??**

The following is potential new language for the ordinance:

PROPOSED – Minimum Lowest Floor Elevation

All construction shall be at a reasonably safe elevation above the high water table in order to avoid water seepage problems, and in order to provide adequate drainage from the structure.

1. **Minimum lowest floor elevation for new construction.** The minimum acceptable lowest floor elevation for new construction of residential homes or commercial buildings is two feet above the highest known water table, mottles soil or 100 year floodplain elevation, whichever is highest. Exception: Established low floor elevations that are part of a platted subdivision and were established by a licensed professional engineer and approved by the City Engineer.
2. **Minimum lowest floor elevation for an addition to existing residential or commercial buildings or for residential accessory buildings.** The minimum acceptable lowest floor elevation for an addition to an existing building or to a residential accessory building is one foot above the highest known water table, mottles soil or 100 year floodplain elevation, whichever is highest.

Ms Winter related that as far as flood elevation, about 2/3 of East Bethel that at one point or another had some flood elevation on it. They would like to have requirements that would still allow people to build in those areas. This would not be a **change to the “Comp Plan”???? full name please** so it does not require a public hearing.

Mr Holmes asked if any part of East Bethel is in the 50 year floodplain. Ms Winter stated that they distinguish floodway, 100 year and 500 year floodplains. The elevations must be set when they get a survey done to build their home. The homeowner is responsible for knowing if they are in a floodplain and which one that is. Mr Holmes noted that there are state guidelines for 50 and 100 year floodplains and he thought the requirement was for 8 feet. He suggested that this should be researched.

Ms Bonin stated that her opinion is that it is better to err on the side of caution. It is possible to fill in and build up to provide elevation but once there is water in the home it is very difficult to address. It is very important to prevent the problem.

Mr Terry stated that he didn't see any reason to change it to less than three feet above the water table. The members agreed with Mr Terry and Mr Holmes strongly suggested the state floodplain requirements be researched.

Ms Winter noted that the City is getting a **new GIS??? What does this stand for!!** System and this will be a perfect opportunity to clean the Ordinance up from that perspective. East Bethel was recently part of a project with the City of Andover. There is a ditch that runs through the south side of the community that was studied and the elevations were reset. This information will also be **included in the City map – map of what?? Or just take this out??**

5.0 Travel Trailer/ Recreational Vehicles/ Overnight Camping

The City of East Bethel has had numerous discussions regarding recreational vehicles (RVs) or travel trailers used for camping or being brought into lots during the summer months on Coon Lake. The City Council in 2014 looked at this issue on a couple of different occasions and no final decision was made.

Residents who own lots and would like to bring RVs or travel trailers to stay (camp) on the lots for various lengths of time would like clarification of the rules. Residents who own homes on lots in the same area have concerns about the regulation of this type of camping.

Planning Commission members reviewed proposed changes to the Ordinance. (Attachment 5.1) Information related to this topic is found in various locations of the Ordinance and are not consistent. This topic only applies to the Shoreland Management District.

Ms Winter reviewed the current and proposed criteria that travel trailers and vehicles must comply with:

1. Have current licenses required for highway use, and
2. Are highway ready, meaning on wheels or the internal jacking system, are attached to the site only by quick disconnect type utilities commonly used in campgrounds and trailer parks, and the travel trailer/travel vehicle has no permanent structural type additions attached to it.
3. Is located on an individual lot/parcel of record owned by the record owner of the travel/recreational vehicle, meets setback requirements from property lines as measured to the travel trailer, has a lawful on site or other MPCA allowed disposal facility for the disposal and treatment of human waste and does not permit or allow any nuisance condition as defined in Sec. 26-63 to exist on the site.

Again, several nearby cities were surveyed for comparison of regulations for camping. Most do not have specific regulations regarding a Shoreland Management District. (Attachment 5.2)

Mr Plaisance related that if he owned a piece of property in the Shoreland Management District and he wanted to use it on the weekend to camp and go boating or whatever – he did not feel that should be denied. His concern about the current statement “...an individual lot/parcel of record owned by the record owner of the travel/recreational vehicle...” is that if he owns the property he cannot have friends or relatives camp on the property with him. He feels that is too restrictive. If the goal is to limit the number of RVs, camping type vehicles on a property, the focus should be on what the property would support for a recreational weekend or other timeframe. He would also consider a limit on the timeframe as well.

Mr Cornicelli asked if the issue was with people coming up on the weekend or with people setting up for several months. He feels there is a difference between purchasing property for recreation and part of the use is to come up on the weekend with family to camp with a travel trailer, “that’s part of living in the area” but setting up camp in March and staying until October is a different issue. Mr Balfany noted that it is similar to claiming residency.

Ms Allenspach questioned what if a person is retired and they want to come up for the summer and spend the time on their property – is this not allowed? Ms Winter replied that the current ordinance restrictions would not allow that.

Mr Cornicelli asked if the property would be taxed as a homestead or as a recreational property. Members did not know the answer to the question and wondered who would be

responsible for regulating this. Mr Cornicelli noted that Forest Service campgrounds usually have a limit of 14 days.

Ms Allenspach emphasized that a person who wants to camp in their own travel trailer on their own property should be allowed to do so. In her opinion it might be appropriate to restrict the number of people or camping vehicles but it did not seem appropriate to her to restrict someone from camping on their own property. She noted that there may still be situations where a restriction on the number of people or vehicles might not be best.

Ms Bonin asked where the open lots that people might use for camping are located. Asking if they were separate or if they are mixed in with lots where permanent homes are built. Ms Winter responded that the lots or mixed throughout the Shoreland Management District. Ms Bonin commented that those who live in the area year round might not find it attractive to have RVs and trailers parked on nearby lots. She suggested that camping should only be allowed in a designated campground.

Members discussed lots in the district that might be big enough to host large numbers of people/vehicles. There are some lots that are very large.

Mr Holmes related that in Aitkin, the rule is that as long as the vehicle is on wheels, it is not permanent and the resident is considered to be camping. He noted that they must move the vehicle at least once a year.

Members agreed that it is desirable goal to allow people to use property they own as they see fit. Regulations should also keep someone from making an RV or camping vehicle their permanent residence but not claiming it as such.

The comments and discussion of members will be forwarded to the City Council as input on this topic.

6.0 Approval of Meeting Minutes

Mr Terry moved to approve the January 27th, 2015 meeting minutes as written with the following correction: On page 6, at the bottom of the page, the statement beginning “All members were in favor save two...” should be changed to read as follows: Five members were in favor of the motion with two members voting against (Ms Bonin and Mr Holmes). Majority rules; motion carried. **February 10th, 2015 meeting minutes had no corrections noted. Mr Plaisance seconded the motion. All members were in favor; motion carried unanimously.**

7.0 City Council Report

Mr Koller reported that the Council declared 24054 Johnson Street a nuisance property. It is expected to be cleared. They discussed the required maintenance for Klondike Drive and continue the process of planning frontage roads near Hwy 65 south of Viking Blvd.

8.0 Other Business

Ms Winter informed members that the East Bethel Chamber of Commerce is hosting a Sunrise Business Breakfast on April 9th at 7:30 AM in the Senior Center. They request RSVPs to Ms Carrie Frost. They will be discussing the plans for frontage roads along Hwy 65.

9.0 Adjournment

Mr Holmes moved to adjourn the meeting. Mr Balfany seconded; all in favor, motion carried and the meeting was adjourned at 8:30 PM.

Submitted by:
Susan Lori Irons
Recording Secretary

Attachments:

- 3.1 CUP Application with Appendix A-D
- 3.2 Beaverbrook Aerial Photo
- 3.3 Wetland Review from Anoka Conservation District
- 3.4 Significant Natural Environment Area
- 3.5 Resident Attendance Sheet
- 4.1 Other Cities Comparison on Lowest Floor Elevation
- 5.1 Suggested Changes to Ordinance???
- 5.2 Other Cities Comparison on Overnight Camping

DRAFT



City of East Bethel City Council Agenda Information

Date:

April 15, 2015

Agenda Item Number:

Item 8.0 C.1

Agenda Item:

Cedar Creek Ecosystem and Scientific Reserve Memorandum of Understanding

Requested Action:

Consider approving the revised Memorandum of Understanding (MOU) between the City of East Bethel and the Cedar Creek Ecosystem and Scientific Reserve (CCESR)

Background Information:

In March of 2004, the City of East Bethel and CCESR entered into a memorandum of understanding (MOU) that established the Cedar Creek Park, use of the trail system around Fish Lake and the vacation of the East Bethel Blvd easement within the CCESR. Portions of the MOU expired in 2014 and staff from the U of MN and the City of East Bethel along with the East Bethel Park Commission have been in discussion and drafted the attached MOU for consideration by the East Bethel City Council and the Regents of the University of Minnesota.

The proposed changes address:

- 1.) Horseback riding within the University property;
- 2.) Deletion of work items that have been completed;
- 3.) Elimination of the construction of a parking area on Cedar Creek in Athens Township;
and
- 4.) The composition of Cedar Creek Advisory Committee;

Attachment 1, MOU Roads and Parks, remains unchanged. This MOU deals with the deeding of properties between the City and the University of Minnesota. There is one provision that relates to horseback riding but it only addresses a 10 year agreement to permit horseback riding on the old East Bethel Blvd. right of way. The term of this agreement has expired for horseback riding. This MOU is not the subject of any proposed revisions but is included for your information as background.

Attachment 2, MOU Recreational Trails, is the document that is proposed for revision. A redline and clean copy are included for your review.

Attachments:

- 1. MOU Roads and Parks
- 2. Revised MOU (2015) with deletions and proposed changes
- 3. MOU Clean Copy

Fiscal Impact:

None at this time

Recommendation(s):

The East Bethel Park Commission unanimously approved the revised MOU at their March 11, 2015 meeting and recommends Council consideration for approval of the revision.

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

MEMORANDUM OF UNDERSTANDING

(ROADS and PARK)

This Memorandum of Understanding (hereinafter, "MOU") is made and entered into this 17th day of March, _____, by and between the Regents of the University of Minnesota ("University") through its Cedar Creek Natural History Area ("CCNHA") and the City of East Bethel (hereinafter, "City").

WHEREAS, University owns a significant tract of land lying in the City known as the Cedar Creek Natural History Area ("Natural History Area") which operates under the management of CCNHA; and

WHEREAS, the City controls and maintains certain public roadways within the Natural History Area consisting of the Lynn Terrace cul-de-sac and that portion of East Bethel Boulevard North of 229th Street to Fawn Lake Drive, and

WHEREAS, the City desires public roadway connections near the eastern border of the Natural History Area, and

WHEREAS, the City desires to establish a park that is compatible with and near to the Natural History Area; and

WHEREAS, CCNHA desires that the Natural History Area be less disturbed and fragmented by full-scale roads, and

WHEREAS, University is willing to grant City a permanent public roadway easement along the eastern border of the Natural History Area in exchange for the vacation of Lynn Terrace cul-de-sac and that portion of East Bethel Blvd. lying north of 229th to Fawn Lake Drive on terms and conditions set forth below; and

WHEREAS, University is willing to designate an area in the City and adjacent to the Natural History Area for public park purposes.

NOW THEREFORE, the parties agree as follows:

1. Grant of Road Easement by University. University intends to grant to the City a permanent easement along the easterly boundary of the Natural History Area for public roadway right-of-way purposes consisting of (a) a strip of land 33 feet in width extending from 229th Street to the current end of Durant Street, a distance of approximately 3/4 of a mile; (b) approximately 3/4 of one acre of land at the northern end of the current end of Durant Street extending from the increased right of way described above, eastward and shaped so as to allow for a 600' radius curve from a point east of the end of the current Durant Street and extending to approximately the eastern boundary of the Natural History Area; (c) an 80 foot right-of-way extending from the northern

edge of the Park Area described in paragraph 4, below, and continuing along the eastern boundary of the Natural History Area along with additional land to sufficient to create appropriate curvatures to allow for the public safety in conformity with MSA standards (such as are illustrated in the map attached as Exhibit A-1); and (d) an additional seven feet of right-of-way along existing Hupp Street south from Fawn Lake Drive to the intersection of 239th Ave. The areas described in clauses (a) – (d) are sometimes collectively referred to hereafter as the “Easement Area.” The location of the properties comprising the Easement Area is depicted in Exhibit A-2.

2. Grant of Land and Vacation of Easements by City. The City intends to take all necessary steps to vacate and convey to University by deed or other appropriate instrument marketable title free and clear of all encumbrances to the Lynn Terrace cul-de-sac and all parts of East Bethel Boulevard from 229th Street north to Fawn Lake Drive, an area totaling approximately 13.6 acres, which is depicted in the map attached hereto as Exhibit B. The area to be vacated or conveyed by the City is sometimes referred to hereafter as the “Vacated Road.”
3. Fencing. The City will install within three (3) years of the date hereof, and thereafter maintain, repair and replace a fence made of materials reasonably acceptable to CCNHA to demark the boundary between the Easement Area and the remainder of the Natural History Area.
4. Designation of Park Area. University and City shall identify an area of approximately 1.25 acres in size in the southeast corner of the Natural History Area near 235th Lane (the “Park Area”) for use by the City as a public park, subject to the provisions set forth below. A sufficient amount of land shall be included in the Park Area so that the aggregate number of square feet in the Easement Area and Park Area equals the number of square feet in the Vacated Road. The Park Area shall be maintained by the City and used as a natural area consistent with the remainder of the Natural History Area. The purpose of the Park Area is to provide a means of allowing the community to learn about and appreciate the ecology of the Natural History Area, the research being conducted by the University in the Natural History Area, and the mission of the CCNHA. The Park Area is not intended to be a place for active recreation, organized sports, and other activities of the sort that might be found in more traditional “city parks.” Buildings and structures in the Park Area, including roofs, chimneys, and antennas, shall be limited to twenty-two (22) feet in height and shall be designed and constructed to be not normally visible from Fish Lake in the growing season. Disposal of sewage from the future construction of permanent bathrooms in the Park Area will be done in such manner as to minimize any adverse impact on Fish Lake and its wetlands. If at some future date City water and sewer is available to areas adjacent to the Park Area the City at its expense will connect the bathrooms in the Park Area to the City sewer and water systems within a reasonable period of time. City acknowledges that its ability to construct buildings in the Park Area may be subject to the provisions of Minn.Stat. Section 137.02, Subd. 3a which requires that the University secure legislative advisory recommendations prior to construction of buildings on University land. University agrees that it will take all appropriate steps to secure such approvals for buildings meeting the requirements of this MOU and the City agrees that it will follow such legislative recommendations unless the University and City otherwise agree.
5. Preservation of Character of Natural History Area. To preserve the present character of the

Natural History Area, the City agrees to the following additional restrictions: (a) any road development in the Easement Area and any development in the Park Area shall be done in a such manner as to minimize any adverse impact on Fish Lake and its wetlands; (b) roadsides in the Easement Area and land in the Park Area will be managed to preserve or enhance native vegetation and non-native exotic species will not be deliberately planted; (c) any lighting installed in the Easement Area and Park Area will minimally impact night-time skies; (d) the City will post any roads constructed in the Easement Area with "no parking" signage; and (e) the City will not construct parking facilities designed specifically for horse trailers in the Easement Area, the Park Area or within one mile of the Natural History Area. The foregoing restrictions shall be included in the easement agreement and any park dedication document delivered by University to the City.

6. Horseback Riding. For a period of ten (10) years after conveyance of the right-of-way easement to the City, and thereafter with CCNHA's consent, the City shall be permitted to maintain a trail for horseback riding within the right-of-way by persons having permits issued by the City. CCNHA shall have the right to set reasonable limits as to the number of riders on trails at any one time, provided that such limits shall allow for at least ten (10) riders to be on the trail at any one time.

7. Access Road. Within three (3) years of the completion of the street vacation and easement transactions described in this MOU, the City shall construct an access road at least ten (10) feet wide or have constructed a road from the current north end of Durant Street south of Fish Lake to the southern end of the wetland in the subdivision known as the Meadows of Fish Lake.

8. Delivery of Documents. The City will prepare and deliver to University within sixty (60) days of the effective date of this MOU an ALTA survey, certified to both the City and University, depicting and legally describing the Easement Area, the Vacated Road and the Park Area and a title commitment for the Vacated Road showing the status of title. The cost of the survey and commitment will be paid by the City. Within thirty (30) days after the survey is delivered to University, University shall notify the City of any corrections or proposed changes. The University will prepare and deliver to the City a proposed form of right of way easement and a proposed permanent easement, deed, declaration or other form sufficient to provide the City with permanent rights to the Park Area for so long as it is used for public park purposes as contemplated by this MOU within sixty (60) days after the effective date of this MOU. Within thirty (30) days after the forms are delivered to the City, the City will provide its comments to University.

9. Notices. All notices, requests, and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University: Cedar Creek Natural History Area
Attention: Director
2660 Fawn Lake Drive N.E.
Bethel, Minnesota 55005
Facsimile No. (763) 434-7361

With copy to: Real Estate Office
424 Donhowe Building
319-15th Avenue SE
Minneapolis, MN 55455
Facsimile No.: (612) 624-6345
Email: reo@umn.edu

With a copy of any notices of default to: University of Minnesota
Office of the General Counsel
Attn: Transactional Law Services
360 McNamara Alumni Center 200 Oak Street SE
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624

If to the City: City of East Bethel
Attention: City Administrator
2241 221st Avenue N.E.
East Bethel, Minnesota 55011
Facsimile No.: (763) 434-9578

10. Amendments. This MOU shall be amended only in a writing duly executed by all the parties to this MOU. Where this MOU allocates a right or responsibility to "University" or to "CCNHA" University shall have the right without amending this MOU and without consent from City to reallocate such right or responsibility as it sees fit and the City acknowledges that this is an internal University matter.

11. Relationship of the Parties. It is not the intent of this MOU to create the relationship of partners, joint ventures or an association among any of the parties, and neither party is authorized to act as the agent of the other.

12. Governing Law. The laws of the state of Minnesota shall govern the validity, construction, and enforceability of this MOU, without giving effect to its conflict of laws principles.

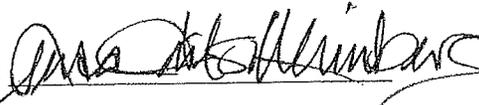
13. Non-Binding Agreement. This MOU is intended to set forth the preliminary agreements of the parties on some of the material issues involved in relocating the roads now crossing the Natural History Area and the creation of a public park and provide a basis for taking further steps toward accomplishing the goals set out in the recitals above. The MOU contemplates that other

issues will need to be resolved and that further documents in mutually acceptable form (including the right-of-way easement and park documents to be delivered to the City and deed or other appropriate instrument to be delivered to University) and public proceedings (including statutory proceedings for the vacation of streets) are required to fully implement the MOU. Neither party intends to be bound unless and until definitive agreements have been negotiated and executed by both parties. Between the effective date of this MOU and the date which is ninety (90) days after the effective date (the "Review Period"), the parties shall take good faith steps to determine whether the objectives of this MOU can be achieved, including reviewing title, procuring surveys, conducting inspections and soils investigations regarding the Vacated Road, the Easement Area and the Park Area and exchanging draft easement, dedication and conveyance documents. The parties shall cooperate with each other in facilitating inspections, investigations and surveys. The City will obtain a permit from the University for the investigation of soils and survey work to be completed on University property. Unless otherwise provided above, each party shall bear the expense of any such work ordered by it. In the event the parties cannot agree upon the terms of the final conveyance instruments, agree upon the legal description of the Easement Area, Vacated Road or Park Area, satisfy the requirements of the other party as to title, complete the steps necessary to vacate public streets, or obtain any required City Council or Board of Regents approvals, or in the event either party determines in its sole discretion that it is not in its interest to consummate the transactions contemplated by this MOU, then either party may terminate this MOU by giving written notice to the other within ten (10) days after the expiration of the Review Period and this MOU shall thereupon be null and void and neither party shall have any liability to the other. If this MOU is not terminated, then the parties will proceed to closing. Subject to timely completion of the due diligence activities contemplated by this MOU, it is anticipated that closing of the transaction contemplated by this MOU shall take place at the Coon Rapids, Minnesota offices of Universal Title or at another place acceptable to the parties within thirty (30) days after the expiration of the Review Period. The parties shall each be responsible for their own legal fees and the cost of any title insurance obtained by such party. The City shall pay the cost of recording the easement for the Easement Area and any documents required to establish marketable title to the Vacated Road. University shall pay the cost of recording the deed(s) or other appropriate instrument(s) conveying title to the Vacated Road. If the closing is conducted by a title company, each party shall be responsible for one-half of the company's charges.

IN WITNESS WHEREOF, University and City have executed this MOU on the day and year first above written.

Regents of the University of Minnesota

City of East Bethel

By: 

By: 

Name: Susan Carlson Weinberg

Name: Douglas Sell

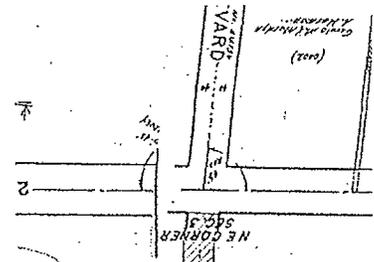
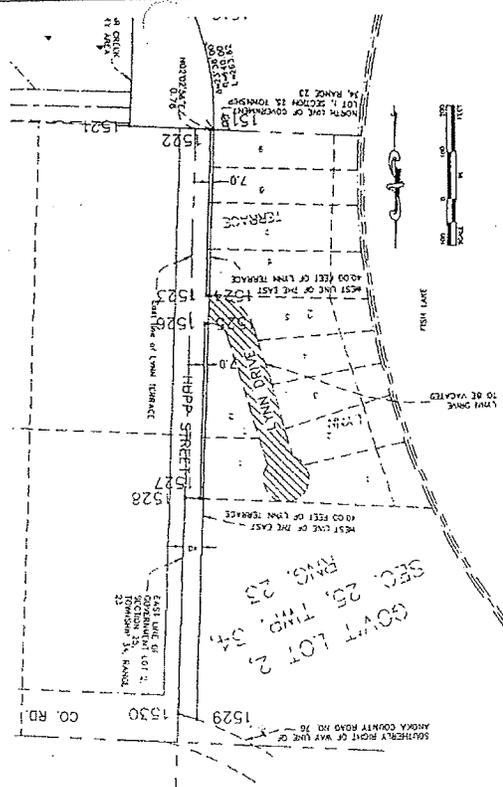
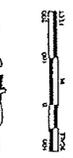
Title: Director, Real Estate Office

Title: City Administrator

Exhibit B Vacated Easements
City of East Bethel

18 113

LEGEND
 ROAD TO BE VACATED



Proposed Vacated Easements in Law Done
 The City of East Bethel, Minnesota, County, Minnesota, hereby certifies that the part of East Bethel described hereon is the property of the City of East Bethel, Minnesota, and that the part of East Bethel described hereon is the property of the City of East Bethel, Minnesota, and that the part of East Bethel described hereon is the property of the City of East Bethel, Minnesota.

Transfer Vacated Easements of East Bethel, Minnesota
 That part of East Bethel described hereon is the property of the City of East Bethel, Minnesota, and that the part of East Bethel described hereon is the property of the City of East Bethel, Minnesota, and that the part of East Bethel described hereon is the property of the City of East Bethel, Minnesota.

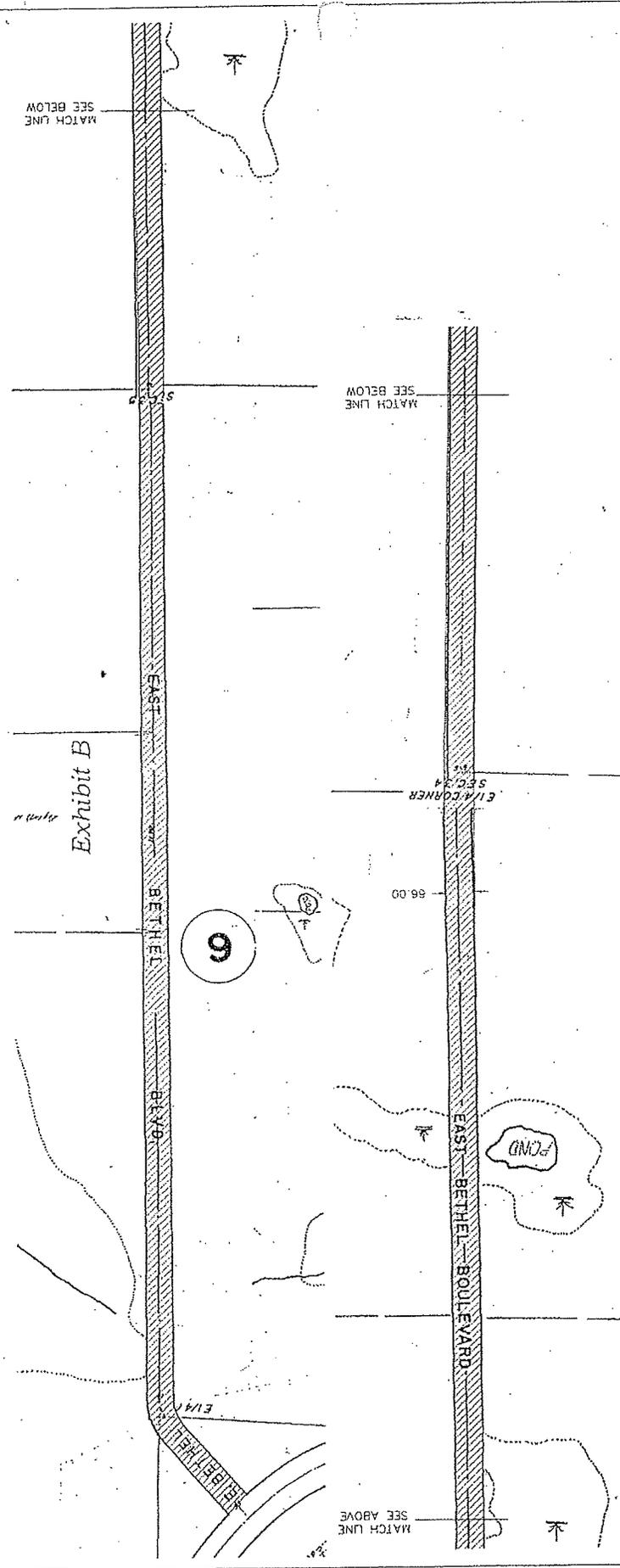


Exhibit B

MATCH LINE
SEE BELOW

MATCH LINE
SEE BELOW

MATCH LINE
SEE ABOVE

MATCH LINE
SEE ABOVE

**Consolidated Street Vacation Descriptions for
East Bethel Boulevard and Lynn Drive
contained on Exhibits A-1, A-2, and B**

The East 33.00 feet of Section 34, Township 34, Range 23, Anoka County, Minnesota, lying north of the south 50.00 feet thereof.

AND

The West 33.00 feet of Section 35, Township 34, Range 23, Anoka County, Minnesota, lying north of the south 50.00 feet thereof.

AND

That part of Section 26, Township 34, Range 23, Anoka County, Minnesota lying within 33.00 feet of the existing centerline of East Bethel Boulevard.

AND

That part of Section 27, Township 34, Range 23, Anoka County, Minnesota, lying within 33.00 feet of the existing centerline of East Bethel Boulevard and also lying southerly of the southerly right-of-way line of Fawn Lake Drive.

AND

That part of Lynn Drive, LYNN TERRACE, Anoka County, Minnesota, lying west of the east 40.00 feet of said LYNN TERRACE.

MEMORANDUM OF UNDERSTANDING

RECREATIONAL TRAILS

This Memorandum of Understanding (hereinafter, "MOU") is made and entered into this _____ day of _____, 2004, by and between the Regents of the University of Minnesota ("University"), through its Cedar Creek ~~Natural History Area~~ Ecosystem Science Reserve ("CCNHACCESR"), and the City of East Bethel (hereinafter, "City").

WHEREAS, University owns a significant tract of land lying in the City known as the Cedar Creek ~~Natural History Area~~ Ecosystem Science Reserve ("~~Natural History Area~~ Reserve") which operates under the management of CCESR CCNH; and

WHEREAS, the mission of CCNHACCESR includes not only scientific ecological research and habitat conservation, but also public education on the results of environmental science; and

WHEREAS, CCNHACCESR desires to promote this mission of public education in part through a series of trails and interpretive displays within and around its natural areas, while simultaneously maintaining the ecological integrity of its habitats, protecting all existing and future research projects, and maximizing the long-term viability of CCNHACCESR as a site for ecological and environmental research; and

WHEREAS, the City desires to provide present and future generations of its citizens with wildland experiences that can be combined with ecological learning; and

WHEREAS, the City has experience maintaining ~~and patrolling~~ parks and trails ~~and enforcing regulations and laws.~~

NOW THEREFORE, the parties agree as follows:

1. Term. The term of this MOU shall be ninety-nine (99) years commencing on the date first stated above. This MOU may be terminated by either party, with or without cause, by sending notice to the other party at least thirty (30) days but not more than one (1) year before the twenty-fifth, fiftieth or seventy-fifth anniversary of the effective date of this MOU, in which case the MOU and the parties' respective rights and obligations hereunder shall terminate as of the relevant anniversary date. In the event this MOU is terminated pursuant to the terms of this paragraph or paragraph 17 of this MOU, the City shall remove all of its personal property and equipment and, unless the University agrees otherwise in writing, demolish any improvements, structures and/or buildings constructed or erected pursuant this MOU, and return the University's land to the condition which existed at commencement of this MOU. The termination of this

MOU shall not, however, affect the Park Area, as defined below, or the improvements thereon.

2. Trail and Lake Access Designation. CCNHACCESR will open for public access in the Natural History Area Reserve between 4.5 and nine miles of summer walking trails between April 1 and Oct. 15 and 12 or more miles of winter trails for cross-country skiing between Oct. 15 and April 1. CCNHACCESR ~~will~~ has also identify land near the “Park Area” (which is an area of approximately 1.25 acres in size in the southeast corner of the Natural History Area Reserve near 235th Lane which the University ~~intends to make~~ has made available to the City for use as a public park under the provisions of a separate MOU between the City and University) as a point of public access to the Lake between April 15 and October 15 for canoeing, kayaking, and use by other non-motorized vessels consistent with the natural character of Fish Lake.

Recommendations as to the location of the trails and lake access will be prepared by the joint advisory committee created pursuant to paragraph 13, below, and submitted to CCNHACCESR for final approval. CCNHACCESR shall not unreasonably withhold or delay approval; provided, however, that nothing herein shall require CCNHACCESR to approve any recommendation that in its professional judgment would negatively impact CCNHACCESR's ability to perform its scientific ecological research and habitat conservation mission. During the term of this MOU, CCNHACCESR may change the locations of trails from time to time to suit changing needs or to address problems that arise, so long as such changes do not significantly reduce the length below 4.5 miles in the summer and 12 miles in the winter or alter the variety of trails open to the public. CCNHACCESR may temporarily restrict access to all or part of the Lake, the lake access and the trail system at ecologically sensitive times, such as during active spring nesting periods of waterbirds, when prescribed burning plans are in effect, when CCNHACCESR activities might pose risks to the public or when the presence of the public would be detrimental to the efficient performance of CCNHACCESR activities. CCNHACCESR shall also have the right to designate from time to time certain areas as unsuitable for trails because of their proximity to ecological research sites or ecologically sensitive or valuable sites, provided that (a) such designations will not apply to any sites on the eastern side of Fish Lake (specifically, east of the imaginary line that extends due North from the center of Durant Street), and (b) will not reduce the commitment of CCNHACCESR to provide between 4.5 and nine miles of summer walking trails and 12 or more miles of winter cross country skiing trails. It is the intention of the parties that an average of 6.5 miles of summer trails will be maintained.

3. ~~_____Horseback Riding Trails. For a period of ten (10) years from the effective date of this MOU, and thereafter with the consent of CCNHA, horseback riding by persons holding permits issued by the City will be permitted on trails in the Natural History Area designated for that purpose by CCNHA. CCNHA will make these trails available on a guided basis only at least once a month from April thru October.~~ By separate agreement, CCNHA and City have agreed that horseback riding on a non-guided basis will also be permitted within the eighty (80) foot right-of-way along part of the easterly boundary of the Natural History Area. ~~This right of way is not to be confused with our trail system on the east end of Fish Lake. CCESR will support horseback riding along this right of way when it is navigable and a through way is clearly marked. CCNHA shall have the right to set reasonable limits as to the number of~~

~~riders on trails at any one time. The City agrees that no parking facilities will be constructed that will facilitate the trailering of horses to the Natural History Area.~~

344. Public Tours. CCNHACCESR will conduct public tours ~~as needed~~at least monthly from May through October of various areas of the ~~Natural History Area~~Reserve not otherwise open to the public under this MOU. Such tours will be designed to increase the public's awareness of the diversity of the natural environment present in the community. CCNHACCESR and the City agree to jointly promote such events. CCNHACCESR further agrees to make staff available on a limited basis to provide educational opportunities to local organizations, such as scout troops and conservation clubs, to broaden appreciation of the natural environment.

455. City's Trail and Park Area Maintenance Responsibilities. The City will at its expense:

(a) construct, install, maintain, operate, repair and replace, as appropriate, the signage described in more detail hereafter, trails, trailheads, and any restrooms and other improvements and structures installed or constructed by City that serve the Park Area and trail system;

(b) be responsible for weekly garbage removal, ~~weekly removal of any horse droppings,~~ and other routine maintenance of the trail system and Park Area;

(c) groom and maintain the trails to ensure safe and passable use by hikers and skiers;

(d) inspect trails for hazards at reasonable intervals, but not less than once every seven (7) days or within four (4) days after a major storm that might be expected to knock down trees occurs;

(e) maintain and repair damage to improvements placed by City along the trails; and to the extent physically possible, repair damage to lands abutting trails resulting from use of the trails or from the failure of users of the trail to stay within the trail boundaries;

(f) install signage approved by the CCNHACCESR that clearly designates trail areas and discourages users from wandering off trails;

(g) post explanatory signage emphasizing the scientific research done at CCNHACCESR and the potential impact of any interference with that research as well as the cooperative nature of this MOU. CCNHACCESR shall provide the City with the design and text for explanatory signage that the City will at its expense prepare, erect at locations approved by CCNHACCESR, and maintain along trails and in the Park Area to enhance the public's understanding and appreciation of the ~~Natural History Area~~Reserve. The City shall have the right to approve the design of explanatory signage for which it bears the costs, which approval shall not be unreasonably withheld or delayed.

All signage contemplated by this MOU must be fastened to posts or poles, but not living trees.

~~6. Fencing; Boundary Signs. Within three years the City will install fencing of a design acceptable to CCNHA demarcating the boundary between the Park Area and the remainder of the Natural History Area. The fencing will allow for appropriate access to those portions of the trail system and the lake access designated under paragraphs 2 and 3, above, which are located on Natural History Area land outside of the Park Area. The City shall at its expense post with appropriate signage all borders between the parts of the Natural History Area that have not been opened to the public under the terms of this MOU and the trails, lake access and Park Area that are open to the public.~~

657. Enforcement of Rules. The joint advisory committee shall develop rules applicable to public use of the trail system, lake access and Park Area and submit its recommendation to CCNHACCESR for final approval. CCNHACCESR shall not unreasonably withhold or delay approval; provided, however, that nothing herein shall require CCNHACCESR to approve any recommendation that in its professional judgment would negatively impact CCNHACCESR's ability to perform its scientific ecological research and habitat conservation mission. The City shall monitor the trails at reasonable intervals and take such other steps consistent with good public trail management practices in the State of Minnesota as are reasonable to encourage public visitors to stay on the marked trails, and to prevent damage or vandalism to CCNHACCESR lands, habitats, and property at the Natural History Center. The City shall encourage City staff, agents, and contractors to actively promote the observance of trail rules. The City shall also enforce rules in the Park Area through their agreement with the Anoka County Sheriff's Department.

678. Motorized Uses Prohibited. The City will perpetually support and actively enforce CCNHACCESR's prohibition of public motorized traffic on trails in the Natural History Area Reserve, in the Park Area, ~~along the horseback riding trails created on the right-of-way as described in paragraph 3,~~ on Fish Lake, and on the portion of East Bethel Boulevard transferred from the City to CCNHACCESR. Motorized vehicles that are banned include, but are not limited to, motorcycles, motorbikes, dirt bikes, four wheelers, three wheelers, cars, trucks, snowmobiles, boats, and any other motorized means of travel except those motorized vehicles whose primary purpose is the transport of those persons who have physical limitations, (motorized wheel chairs). All motorized travel is prohibited except travel by CCNHACCESR, by law enforcement, fire, maintenance, and emergency personnel of the City, its agents and contractors or any other law enforcement, emergency, or fire service agency and by those others designated by CCNHACCESR.

879. Designation of Fish Lake as a Wildlife Lake. The City will continue to actively support the ~~University's request for~~ designation of Fish Lake as a wildlife lake with the DNR.

~~10. Construction, Maintenance of Fire Well. CCNHA will construct a fire well in a feasible,~~

~~mutually agreeable location within three years. Access to such fire well shall be available to both parties for prescribed burnings or in the event of an emergency. The City will actively support any and all efforts of CCNHA to acquire funding for the construction of such well. The City shall maintain the fire well and each party shall bear one half of the maintenance costs.~~

~~11. — Provision of Additional Parking for Cedar Creek Access. CCNHA will work with Isanti County and Athens Township to provide an area to be designated as parking for the purpose of providing access to canoeing and kayaking down Cedar Creek. City and Athens Township have agreed to fund the construction of the parking area, and City understands that Athens Township will pay one half of the costs. The land shall, regardless of such use, at all times be property of the University and a part of the Natural History Area.~~

8912. Trail Improvements. The design and location of any trail improvements installed by the City are subject to approval by the University. All improvements on the trails shall be designed with a natural appearance to minimize their visual impact on the natural setting and shall be limited to unobtrusive items such as trash receptacles, picnic tables and benches. For any approved improvements, or other activity by the City pursuant to this MOU (e.g., grading), as appropriate, the City shall submit an application to the University Building Code Division for building or other necessary permit/s, and shall complete the work in accordance with the University's construction standards.

49103. Joint Advisory Committee. ~~CCNHACCESR~~ and the City will ~~be the joint~~form a joint advisory committee to oversee the orderly implementation of this MOU, provide advice regarding planning issues related to trail designation, trail improvements, and Park Area improvements, develop rules for trail and Park Area use, and provide advice regarding the resolution of problems that may arise in implementing this MOU, it being the intention of the parties to arrive at mutually satisfactory solutions to problems and to encourage support within the University and City for the project. ~~The committee will consist of three members designated by CCNHA and three members designated by the City. Unless otherwise agreed, each party shall appoint its members for three year terms, but in order to assure continuity the first three members appointed by each party shall have of one year, two years and three years, respectively. The University and the City each reserves the right to reappoint or terminate the appointments of those committee members it appoints. The committee shall select its own chair, adopt rules of order and establish a meeting schedule.~~

~~14. — Consultation Regarding Other Areas. CCNHA agrees to assist the City in evaluating natural areas within the City and outside the boundaries of the Natural History Area that may be deserving of protection or important to the well being of rare species.~~

1105. Indemnification. To the extent permitted by law, City agrees to defend with counsel reasonably acceptable to University, indemnify, and hold harmless University from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney's and other professional fees) that may be imposed upon or incurred or paid by or asserted against University by reason of or in connection with any loss of life, personal injury, or loss or damage to property and

resulting from City's use of the ~~Natural History Area Reserve~~, the negligent or wrongful acts of City's employees, agents, contractors, permitted users, or invitees, or City's failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this MOU. To the extent permitted by law, University agrees to defend, indemnify, and hold harmless City from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorneys' and other professional fees) that may be imposed upon or incurred or paid by or asserted against City by reason of or in connection with any loss of life, personal injury, or loss or damage to property at the ~~Natural History Area Reserve~~ to the extent caused by any negligent act or omission of University, its agents, contractors, or employees.

~~1216~~. Insurance. At all times during the term of this MOU, City shall obtain and keep in force comprehensive general liability insurance, including coverage for bodily and personal injury, and property damage with limits of not less than \$1,000,000 each claim and \$3,000,000 each occurrence. In addition, City shall obtain and keep in force motor vehicle liability insurance in an amount not less than \$1,000,000 combined single limit. Each policy shall be issued by companies reasonably acceptable to University, naming the Regents of the University of Minnesota as an additional insured, and such insurance companies shall endeavor to notify University in writing at least thirty (30) days before canceling any such policy. City shall provide certificates evidencing that it has obtained the coverage required above to the University prior to commencement of this MOU. City shall also provide certificates each time it renews a policy and upon request from University. City shall also obtain and keep in force workers' compensation insurance to the extent required by law and furnish proof of such insurance upon request.

~~1327~~. Default. In addition to its other legal and equitable remedies, University may terminate this MOU upon default of the City in the performance of its obligations if such defaults are not cured within sixty (60) days of written notice from University to City. If any default cannot be cured within sixty (60) days, City shall have such longer period as may be reasonably required so long as City promptly commences and diligently pursues to completion the curing of the default. Before University terminates this MOU, or either party commences an action against the other with respect to this MOU, the parties shall first attempt to mediate the dispute. Initially, the Director of ~~CCNHACCESSR~~ and the City Administrator/Manager of East Bethel will meet to discuss and attempt to resolve the matter. If they cannot resolve the matter, either party may submit the matter for non-binding mediation. The mediator will be selected by mutual agreement of the parties and the costs will be equally divided between them. If the parties cannot agree on a mediator, the Chief Judge of Minnesota District Court, Tenth Judicial District shall be asked to designate the mediator. Neither party shall be permitted to commence any form of litigation seeking to enforce the terms of this MOU unless and until the mediator has certified that the parties, after the mediation of the dispute, have been unable to resolve the dispute or the other party has refused or failed, for a period of at least thirty (30) days after the other party gave notice that it desires to submit a matter to mediation, to participate in the naming of a mediator or to participate in the mediation.

~~1438~~. Notices. All notices, requests, and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail

(provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University: Cedar Creek ~~Natural History Area~~ Ecosystem Science Reserve
Attention: Director
2660 Fawn Lake Drive N.E.
Bethel, Minnesota 55005
Facsimile No. (763) 434-7361

And Real Estate Office
424 Donhowe Building
319-15th Avenue SE
Minneapolis, MN 55455
Facsimile No.: (612) 624-6345
Email Address: reo@umn.edu

With a copy of any notices of default to: University of Minnesota
Office of the General Counsel
Attn: Transactional Law Services
360 McNamara Alumni Center 200 Oak Street SE
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624

If to the City: City of East Bethel
Attention: City Administrator
2241 221st Avenue N.E.
East Bethel, Minnesota 55011
Facsimile No.: <__>

159. Amendments. This MOU shall be amended only in a writing duly executed by all the parties to this MOU. Where this MOU allocates a right or responsibility to “University” or to “~~CCNHACCESR~~” University shall have the right without amending this MOU and without consent from City to reallocate such right or responsibility as it sees fit and the City acknowledges that this is an internal University matter.

1620. Relationship of the Parties. It is not the intent of this MOU to create the relationship of partners, joint ventures or an association among any of the parties, and neither party is authorized to act as the agent of the other.

1721. Use of Name or Word Marks. Neither party shall use the name, trademark, trade name or other designation of the other party in any advertising, publicity or other promotional activity without the prior express written permission of that party.

1822. Governing Law. The laws of the state of Minnesota shall govern the validity, construction, and enforceability of this MOU, without giving effect to its conflict of laws principles.

IN WITNESS WHEREOF, University and City have executed this MOU on the day and year first above written.

Regents of the University of Minnesota

City of East Bethel

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

MEMORANDUM OF UNDERSTANDING

RECREATIONAL TRAILS

This Memorandum of Understanding (hereinafter, "MOU") is made and entered into this _____ day of _____, 2015, by and between the Regents of the University of Minnesota ("University"), through its Cedar Creek Ecosystem Science Reserve ("CCESR"), and the City of East Bethel (hereinafter, "City").

WHEREAS, University owns a significant tract of land lying in the City known as the Cedar Creek Ecosystem Science Reserve ("Reserve") which operates under the management of CCESR; and

WHEREAS, the mission of CCESR includes not only scientific ecological research and habitat conservation, but also public education on the results of environmental science; and

WHEREAS, CCESR desires to promote this mission of public education in part through a series of trails and interpretive displays within and around its natural areas, while simultaneously maintaining the ecological integrity of its habitats, protecting all existing and future research projects, and maximizing the long-term viability of CCESR as a site for ecological and environmental research; and

WHEREAS, the City desires to provide present and future generations of its citizens with wild land experiences that can be combined with ecological learning; and

WHEREAS, the City has experience maintaining parks and trails.

NOW THEREFORE, the parties agree as follows:

1. Term. The term of this MOU shall be ninety-nine (99) years commencing on the date first stated above. This MOU may be terminated by either party, with or without cause, by sending notice to the other party at least thirty (30) days but not more than one (1) year before the twenty-fifth, fiftieth or seventy-fifth anniversary of the effective date of this MOU, in which case the MOU and the parties' respective rights and obligations hereunder shall terminate as of the relevant anniversary date. In the event this MOU is terminated pursuant to the terms of this paragraph or paragraph 17 of this MOU, the City shall remove all of its personal property and equipment and, unless the University agrees otherwise in writing, demolish any improvements, structures and/or buildings constructed or erected pursuant this MOU, and return the University's land to the condition which existed at commencement of this MOU. The termination of this MOU shall not, however, affect the Park Area, as defined below, or the improvements thereon.
2. Trail and Lake Access Designation. CCESR will open for public access in the Reserve

between 4.5 and nine miles of summer walking trails between April 1 and Oct. 15 and 12 or more miles of winter trails for cross-country skiing between Oct. 15 and April 1. CCESR will has also identified land near the "Park Area" (which is an area of approximately 1.25 acres in size in the southeast corner of the Reserve near 235th Lane which the University will make available to the City for use as a public park under the provisions of a separate MOU between the City and University) as a point of public access to the Lake between April 15 and October 15 for canoeing, kayaking, and use by other non-motorized vessels consistent with the natural character of Fish Lake. Recommendations as to the location of the trails and lake access will be prepared by the joint advisory committee created pursuant to paragraph 13, below, and submitted to CCESR for final approval. CCESR shall not unreasonably withhold or delay approval; provided, however, that nothing herein shall require CCESR to approve any recommendation that in its professional judgment would negatively impact CCESR's ability to perform its scientific ecological research and habitat conservation mission. During the term of this MOU, CCESR may change the locations of trails from time to time to suit changing needs or to address problems that arise, so long as such changes do not significantly reduce the length below 4.5 miles in the summer and 12 miles in the winter or alter the variety of trails open to the public. CCESR may temporarily restrict access to all or part of the Lake, the lake access and the trail system at ecologically sensitive times, such as during active spring nesting periods of water birds, when prescribed burning plans are in effect, when CCESR activities might pose risks to the public or when the presence of the public would be detrimental to the efficient performance of CCESR activities. CCESR shall also have the right to designate from time to time certain areas as unsuitable for trails because of their proximity to ecological research sites or ecologically sensitive or valuable sites, provided that (a) such designations will not apply to any sites on the eastern side of Fish Lake (specifically, east of the imaginary line that extends due North from the center of Durant Street), and (b) will not reduce the commitment of CCESR to provide between 4.5 and nine miles of summer walking trails and 12 or more miles of winter cross country skiing trails. It is the intention of the parties that an average of 6.5 miles of summer trails will be maintained.

3. Horseback Riding Trails. By separate agreement, CCNHA and City have agreed that horseback riding on a non-guided basis will also be permitted within the eighty (80) foot right-of-way along part of the easterly boundary of the Natural History Area.

4. Public Tours. CCESR will periodically conduct public tours from May through October of various areas of the Reserve not otherwise open to the public under this MOU. Such tours will be designed to increase the public's awareness of the diversity of the natural environment present in the community. CCESR and the City agree to jointly promote such events. CCESR further agrees to make staff available on a limited basis to provide educational opportunities to local organizations, such as scout troops and conservation clubs, to broaden appreciation of the natural environment.

5. City's Trail and Park Area Maintenance Responsibilities. The City will at its expense:

- (a) construct, install, maintain, operate, repair and replace, as it deems appropriate, the signage described in more detail hereafter, trails, trailheads, and any restrooms and other improvements and structures desired to be installed or constructed by City that serve the Park Area and trail system;
- (b) be responsible for weekly garbage removal, and other routine maintenance of the trail system and Park Area;
- (c) groom and maintain the trails to ensure reasonable use by hikers and skiers;
- (d) periodically inspect trails for hazards at reasonable intervals, and after a major storm that might be expected to knock down trees;
- (e) maintain and repair damage to improvements placed by City along the trails; and to the extent practical, repair damage to lands abutting trails resulting from use of the trails or from the failure of users of the trail to stay within the trail boundaries;
- (f) install signage approved by the CCESR that clearly designates trail areas and discourages users from wandering off trails;
- (g) post explanatory signage emphasizing the scientific research done at CCESR and the potential impact of any interference with that research as well as the cooperative nature of this MOU. CCESR shall provide the City with the design and text for explanatory signage that the City will at its expense prepare, erect at locations approved by CCESR, and maintain along trails and in the Park Area to enhance the public's understanding and appreciation of the Reserve. The City shall have the right to approve the design of explanatory signage for which it bears the costs, which approval shall not be unreasonably withheld or delayed. All signage contemplated by this MOU must be fastened to posts or poles, but not living trees.

6. Enforcement of Rules. The joint advisory committee shall develop rules applicable to public use of the trail system, lake access and Park Area and submit its recommendation to CCESR and City for final approval. CCESR and City shall not unreasonably withhold or delay approval; provided, however, that nothing herein shall require CCESR to approve any recommendation that in its professional judgment would negatively impact CCESR's ability to perform its scientific ecological research and habitat conservation mission. The City shall monitor the trails at reasonable intervals and take such other steps consistent with good public trail management practices in the State of Minnesota as are reasonable to encourage public visitors to stay on the marked trails, and to prevent damage or vandalism to CCESR lands, habitats, and property at the Natural History Center. The City shall encourage City staff, agents, and contractors to actively promote the observance of trail rules. The City shall also enforce rules in the Park Area through their agreement with the Anoka County Sheriff's Department and consistent with the City's parks policies.

7. Motorized Uses Prohibited. The City will support and actively enforce CCESR's prohibition of public motorized traffic on trails in the Reserve, in the Park Area, on Fish Lake, and on the portion of East Bethel Boulevard transferred from the City to CCESR. Motorized vehicles that are banned include, but are not limited to, motorcycles, motorbikes, dirt bikes, four wheelers, three wheelers, cars, trucks, snowmobiles, boats, and any other motorized means of travel except those motorized vehicles whose primary purpose is the transport of those persons who have physical limitations, (motorized wheel chairs). All motorized travel is prohibited except travel by CCESR, by law enforcement, fire, maintenance, and emergency personnel of the City, its agents and contractors or any other law enforcement, emergency, or fire service agency and by those others designated by CCESR.

8. Designation of Fish Lake as a Wildlife Lake. The City will continue to actively support the designation of Fish Lake as a wildlife lake with the DNR.

9. Trail Improvements. The design and location of any trail improvements installed by the City are subject to approval by the University. All improvements on the trails shall be designed with a natural appearance to minimize their visual impact on the natural setting and shall be limited to unobtrusive items such as trash receptacles, picnic tables and benches. For any approved improvements, or other activity by the City pursuant to this MOU (e.g., grading), as appropriate, the City shall submit an application to the University Building Code Division for building or other necessary permit/s, and shall complete the work in accordance with the University's construction standards.

10. Joint Advisory Committee. CCESR and the City will form an advisory committee to review and make recommendations for the orderly implementation of this MOU, provide advice regarding planning issues related to trail designation, trail improvements, and Park Area improvements, develop and recommend rules for trail and Park Area use, and provide advice regarding the resolution of problems that may arise in implementing this MOU, it being the intention of the parties to arrive at mutually satisfactory solutions to problems and to encourage support within the University and City for the project.

11. Indemnification. To the extent permitted by law and limited within the provisions of Minn. Stat. 466.04 the, City agrees to defend indemnify, and hold harmless University from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney's and other professional fees) that may be imposed upon or incurred or paid by or asserted against University by reason of or in connection with any loss of life, personal injury, or loss or damage to property and resulting from City's negligent use of the Reserve, the negligent or wrongful acts of City's employees, agents, contractors, permitted users, or invitees,. To the extent permitted by law, University agrees to defend, indemnify, and hold harmless City from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorneys' and other professional fees) that may be imposed upon or incurred or paid by or asserted against City by reason of or in connection with any loss of life, personal injury, or loss or damage to property at the Reserve to the extent caused by any negligent act or omission of University, its agents, contractors, or employees.

12. Insurance. At all times during the term of this MOU, City shall obtain and keep in force comprehensive general liability insurance, including coverage for bodily and personal injury, and property damage with limits of not less than \$1,000,000 each claim and \$1,500,000 each occurrence. In addition, City shall obtain and keep in force motor vehicle liability insurance in an amount not less than \$1,000,000 combined single limit. Each policy shall be issued by companies reasonably acceptable to University, naming the Regents of the University of Minnesota as an additional insured, and such insurance companies shall endeavor to notify University in writing at least thirty (30) days before canceling any such policy. City shall provide certificates evidencing that it has obtained the coverage required above to the University prior to commencement of this MOU. City shall also provide certificates each time it renews a policy and upon request from University. City shall also obtain and keep in force workers' compensation insurance to the extent required by law and furnish proof of such insurance upon request.

13. Default. In addition to its other legal and equitable remedies, Either party may terminate this MOU upon default of the other in the performance of its obligations if such defaults are not cured within sixty (60) days of written notice of default from one party to the other. If any default cannot be cured within sixty (60) days, the defaulting party shall have such longer period as may be reasonably required so long as the defaulting party reasonably commences and diligently pursues to completion the curing of the default. Before either the City or University terminates this MOU, or either party commences an action against the other with respect to this MOU, the parties shall first attempt to mediate the dispute. Initially, the Director of CCSR and the City Administrator/Manager of East Bethel will meet to discuss and attempt to resolve the matter. If they cannot resolve the matter, either party may submit the matter for non-binding mediation. The mediator will be selected by mutual agreement of the parties and the costs will be equally divided between them. If the parties cannot agree on a mediator, the Chief Judge of Minnesota District Court, Tenth Judicial District shall be asked to designate the mediator. Neither party shall be permitted to commence any form of litigation seeking to enforce the terms of this MOU unless and until the mediator has certified that the parties, after the mediation of the dispute, have been unable to resolve the dispute or the other party has refused or failed, for a period of at least thirty (30) days after the other party gave notice that it desires to submit a matter to mediation, to participate in the naming of a mediator or to participate in the mediation.

14. Notices. All notices, requests, and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University:	Cedar Creek Ecosystem Science Reserve Attention: Director 2660 Fawn Lake Drive N.E. Bethel, Minnesota 55005 Facsimile No. (763) 434-7361
-------------------	--

And
Real Estate Office
424 Donhowe Building
319-15th Avenue SE
Minneapolis, MN 55455
Facsimile No.: (612) 624-6345
Email Address: reo@umn.edu

With a copy of any
notices of default to:
University of Minnesota
Office of the General Counsel
Attn: Transactional Law Services
360 McNamara Alumni Center 200 Oak Street SE
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624

If to the City:
City of East Bethel
Attention: City Administrator
2241 221st Avenue N.E.
East Bethel, Minnesota 55011
Facsimile No.: <__>

15. Amendments. This MOU shall be amended only in a writing duly executed by all the parties to this MOU. Where this MOU allocates a right or responsibility to “University” or to “CCESR” University shall have the right without amending this MOU and without consent from City to reallocate such right or responsibility as it sees fit and the City acknowledges that this is an internal University matter. Allocation of a right or responsibility by the University shall not relieve it of its legal obligations to the City under this agreement.

16. Relationship of the Parties. It is not the intent of this MOU to create the relationship of partners, joint ventures, joint powers authority or an association among any of the parties, and neither party is authorized to act as the agent of the other.

17. Use of Name or Word Marks. Neither party shall use the name, trademark, trade name or other designation of the other party in any advertising, publicity or other promotional activity without the prior express written permission of that party.

18. Governing Law. The laws of the state of Minnesota shall govern the validity, construction, and enforceability of this MOU, without giving effect to its conflict of laws principles.

IN WITNESS WHEREOF, University and City have executed this MOU on the day and year first above written.

Regents of the University of Minnesota

City of East Bethel

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



City of East Bethel City Council Agenda Information

Date:

April 15, 2015

Agenda Item Number:

Item 8.0 C.2

Agenda Item:

April Park Commission Report and Request for Dasher Board Funding

Requested Action:

Consider a funding request for the purchase of dasher boards at the City Ice Arena

Background Information:

At the April 8, 2015 Parks Commission Meeting, the Parks Commission discussed the 2016 Capital Improvement Plan. This plan outlines and recommends projects, evaluates priorities and establishes funding for proposed works for the coming year and for each of the subsequent years for a five year period. This plan will be presented to City Council for their approval and use for preparing the coming year's budget. The Parks Capital Improvement Plan will be finalized at the May 2015 Park Commission Meeting and presented to City Council at their May 20, 2015 Meeting for final approval.

Brad Kaehler with the St. Francis High School Hockey Booster Club presented a proposal to replace the dasher boards at the East Bethel Ice Arena. The dasher boards were purchased used and installed in the Arena in 1997.

Mr. Kaelher has located a set of 2009 dasher boards that would fit our rink footprint. The price for these boards is \$54,000 and the estimated cost of new boards and glass would be in excess of \$100,000.

Mr. Kaehler is proposing that City purchase the boards and has indicated that the St. Francis Boys and Girls Booster Clubs and the Youth Hockey Association (SFYHA) would conduct a fund raiser to reimburse or assist in reimbursing the City for this cost. Mr. Kaehler also indicated that the Hockey groups would provide labor to assist in the removal of the existing boards and the installation of the purchased boards. Mr. Kaehler informed the Parks Commission that the seller was requiring notification of a decision on this matter by the end of April.

City Staff inspected the boards at the Arena on April 9, 2015 and determined that while the boards still seem to be functional they will eventually require replacement and could use cosmetic improvements. At a minimum, the boards and glass will be thoroughly inspected prior to the 2015-16 ice season and any repairs or adjustments to insure their safety will be performed.

City Staff supports the efforts of the Booster Clubs and SFYHA to identify improvements for the Arena and offer proposals to fund these activities. Both of these groups have been encouraged to

seek outside funding sources for facility upgrades and have been given immediate access to Staff to discuss Arena related issues.

In this matter, Staff would be more comfortable supporting a proposal that was based on the completion of a fund raiser that identified the amount of Club funds raised and then a request for a City contribution to this project.

Should Council desire to consider this request but require more time for evaluation, this item could be scheduled as a Special Meeting prior to our Work Meeting for April 22, 2015.

Attachments:

Attachment 1- Dasher Board Purchase Request

Fiscal Impact:

The cost for this proposal is \$54,000. Funds would have to be allocated from the Arena Fund to pay for this improvement. This fund had a cash balance of \$134,254 at end of 2014.

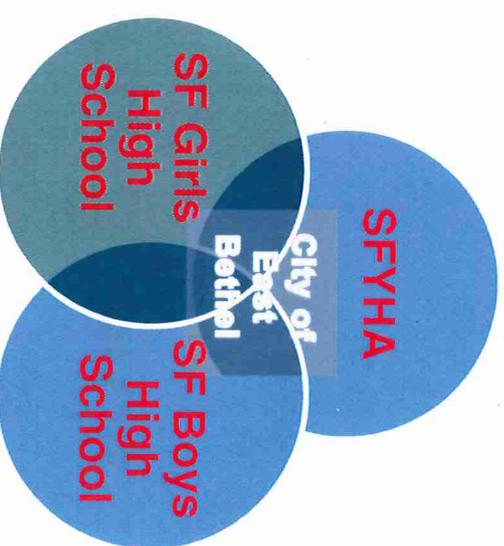
Recommendation(s):

Staff is seeking direction from City Council on this request.

EAST BETHEL ICE ARENA DASHHER BOARD PROPOSAL

Wednesday April 8, 2015.

St. Francis Youth Hockey Association
St. Francis High School Boys Blue Line Club
St. Francis High School Girls Center Ice Club



Working together for the good of the community.

East Bethel Ice Arena – Dasher Boards

- The Dasher Boards which are currently installed in the East Bethel Ice Arena need help.



- There have been incidents in the last couple years in which the boards have taken hits by the upper level skaters and the boards have not handled the impact as they are designed to:
 - Glass in northeast corner has cracked and broken on one, possibly two, occasions
 - Boards on west end are slanted '*out*' and no longer absorb the shock of a hockey check/impact in the proper way
- Doors at various places throughout the rink do not open/close as designed

East Bethel Ice Arena – Dasher Boards cont.

- Representatives from the St. Francis High School Boys Blue Line Club have had discussions with vendors regarding the condition of the EBIA Dasher Boards.
- Representatives from Arena Warehouse in Alexandria, MN conducted a site visit to review boards and concur.... the boards need help

Ready For Some
Good News?



East Bethel Ice Arena – Dasher Boards cont.

2009 PREOWNED Aluminum Frame Dasher Board System is available to purchase



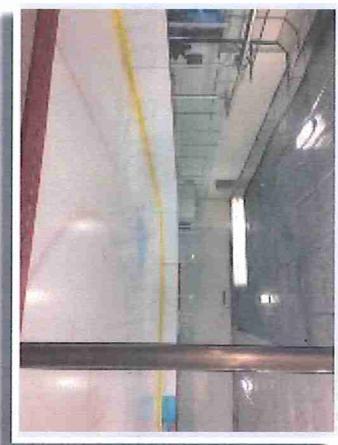
- **Arena Warehouse has provided the following bid:**
 - 2009 PREOWNED Aluminum Frame Dasher Board System
 - 200' x 85' – 20' radius corners complete with player boxes and back walls (no elevated floors). Five straight personnel access gates, one ten foot straight equipment gate, four player box gates, and two penalty box gates.
 - Arena Warehouse will supervise the installation, along with moving the equipment gate from the end of the rink to the side as required for new layout
 - System will include 30' of new straight panels and glass for sides of rink (15' each side). System includes 1/2" x 4' high seamless shielding on spectator side of rink, 1/2" x 4' high supported shielding on spectator side of rink, and 5/8" x 60" high supported shielding on ends and corners of rink.
 - Arena Warehouse will provide one supervisor for 40 hrs (five eight hour days) to work alongside 3 – 4 skilled laborers for the installation of the rink.
 - Arena Warehouse will supply epoxy anchors and bolts for new drilled in epoxy anchors
 - Arena Warehouse will coordinate shipping to East Bethel, MN*
 - owner to supply forklift for unloading upon arrival

East Bethel Ice Arena – Dasher Boards cont.

- TOTAL PRICE for proposal **\$54,750.00**

- What would this cost if the boards were brand new?

> \$100,000.00



Pictures above are of proposed boards

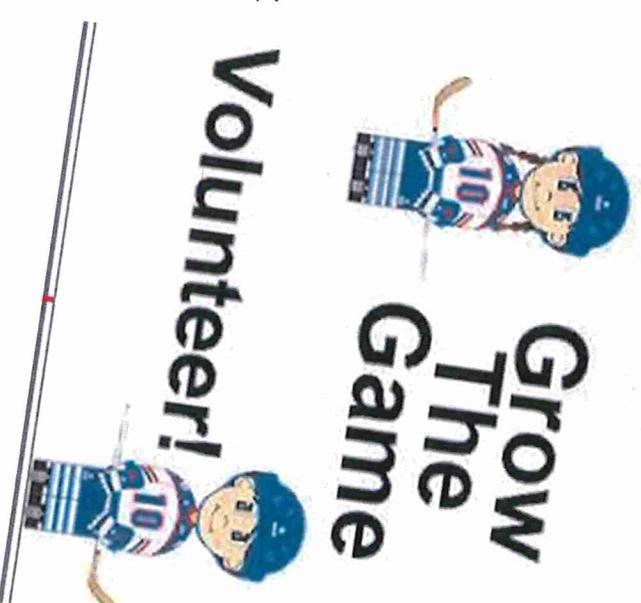
East Bethel Ice Arena – Dasher Boards cont.

What are the Hockey Groups Asking For?

- The Youth and High School Groups are asking The City of East Bethel to purchase the pre-owned dasher boards as proposed by Arena Warehouse to enhance and preserve the use of the rink
- These boards are unique as:
 - They fit the corner radius of EBIA's corners
 - EBIA's corner radius is only 20' vs standard 24'
 - They are USED and in GREAT condition and the price is extremely competitive
- They can be configured to meet our current rink layout

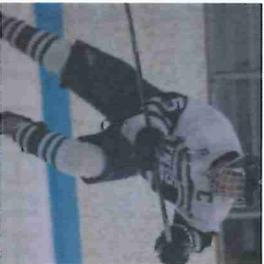
East Bethel Ice Arena – Dasher Boards cont.

- What can the Hockey Groups do to *help* East Bethel with this project?
 - The Hockey Groups are prepared to provide human man power capital with installation to help offset the cost of installation (if needed)
 - The Hockey Groups are prepared to provide volunteer workers to help *clean* arena after current boards are removed and prior to the new boards being installed
 - Power Wash inside arena and locker rooms
 - Potentially provide fresh paint in areas which need assistance
 - Clean bleachers to prepare for next season
 - Open for thoughts and ideas...we're here to help!
 - The Hockey Groups, at this time, are also investigating and requesting bids for potential new floor matting to be put into locker rooms and open walk ways to enhance the presence of the arena...potential opportunity to help further enhance arena.....more to come...



East Bethel Ice Arena – Dasher Boards cont.

- We are a passionate group of parents who love to watch their children play the great game of hockey and learn to skate.... From the little mites to the big kids at high school!
- We are willing to help in areas to make this project work to enhance and preserve the use of the East Bethel Ice Arena for current and future skaters (of all types) in our community!





City of East Bethel City Council Agenda Information

Date:

April 15, 2015

Agenda Item Number:

Item 9.0 B.1

Agenda Item:

City Engineers Report

Requested Action:

Information Only

Background Information:

The City Engineer will provide a report that addresses groundwater issues within the City and Region and provide updates for current and proposed projects.

Fiscal Impact:

None

Recommendation(s):

Information Only

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: X



City of East Bethel City Council Agenda Information

Date:

April 15, 2015

Agenda Item Number:

Item 9.0 F.1

Agenda Item:

Fire Department Report

Requested Action:

Informational only

Background Information:

The Fire Chief has provided reports of Fire Department emergency calls and emergency medical calls from the previous month.

Fiscal Impact:

None

Recommendation(s):

Informational only.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

**East Bethel Fire Department
March 2015 Response Calls**

Incident Number	Incident Date	Alarm Time	Location	Incident Type
151	03/31/2015	21:25	727 229 LN NE	EMS call
150	03/31/2015	20:05	314 Dahlia STS NE	EMS call
149	03/30/2015	19:54	485 224th LN NE	EMS call
148	03/30/2015	08:00	2751 Viking BLVD NE	EMS call
147	03/29/2015	14:00	801 Lakeshore DR NE	EMS call
146	03/28/2015	20:50	3635 213th AVE NE	EMS call
145	03/28/2015	16:28	18164 65 HWY NE	EMS call
144	03/28/2015	05:47	312 Laurel RD NE	EMS call
143	03/26/2015	07:01	Central	Mutual Aid –Building Fire
142	03/24/2015	15:31	3181 185th LN	Grass fire
141	03/24/2015	05:24	4647 229 AVE NE	EMS call
140	03/23/2015	21:37	22429 Buchanan ST NE	Carbon monoxide Alarm
139	03/22/2015	11:48	2654 183rd AVE	Water rescue
138	03/21/2015	18:42	18164 65 HWY NE	EMS call
137	03/21/2015	13:43	24355 Highway 65	EMS call
136	03/21/2015	11:04	4647 229 AVE	EMS call
135	03/20/2015	17:28	Hwy 65 & Viking Blvd	Vehicle accident
134	03/20/2015	06:12	Hwy 65 & 187 AVE NE	Vehicle accident
133	03/20/2015	05:24	1021 Meadow LN	Mutual Aid Building fire
132	03/20/2015	02:21	20061 Wild Rice Dr NE	EMS call
131	03/19/2015	21:29	21444 Durant ST	EMS call
130	03/19/2015	07:01	University AVE NE	Unauthorized burning
129	03/19/2015	06:56	Hwy 65 & Viking Blvd	EMS call
128	03/17/2015	20:13	4876 N Tri Oak Circle	EMS call
127	03/17/2015	13:14	4431 231st LN NE	EMS call
126	03/14/2015	10:55	18164 Highway 65 NE	EMS call
125	03/14/2015	00:55	1218 Klondike DR NE	EMS call
124	03/13/2015	22:55	18164 Highway 65	EMS call
123	03/13/2015	18:04	Edison ST & 183	Unauthorized burning
122	03/12/2015	23:00	22381 Monroe ST	EMS call
121	03/12/2015	16:37	19335 University AVE	Appliance Fire
119	03/11/2015	23:49	23837 Opal ST	EMS call
118	03/11/2015	10:53	3960 Karens CT NE	Good intent call
120	03/11/2015	00:54	1150 216th AVE	EMS call
117	03/10/2015	18:52	20301 Austin ST NE	EMS call
116	03/10/2015	14:50	4876 North Tri Oak CIR	EMS call
115	03/10/2015	14:25	811 221 AVE NE	Unauthorized burning
114	03/10/2015	14:02	811 221 AVE NE	Unauthorized burning
112	03/09/2015	11:02	18627 Buchanan ST NE	Fire Alarm
113	03/09/2015	10:31	23316 Variolite ST NW	Mutual Aid Building fire

111	03/07/2015	22:15	23126 Erskine ST	EMS call
110	03/07/2015	18:27	3361 217 AVE NE	Permit Burn
109	03/06/2015	22:59	24355 Hwy 65	EMS call
108	03/06/2015	11:53	258 Cedar RD	EMS call
107	03/06/2015	06:56	1832 210th AVE NE	EMS call
106	03/05/2015	19:23	22549 Bataan ST NE	Possible Fire - Cancelled
105	03/05/2015	16:41	18164 Hwy 65	EMS call
104	03/05/2015	10:59	21001 Kenyon ST	EMS call
103	03/04/2015	23:20	795 203 LN NE	EMS call
102	03/04/2015	14:31	18164 Hwy 65 NE	EMS call
101	03/04/2015	09:08	18164 Hwy 65 NE	EMS call
100	03/02/2015	07:05	Hwy 65 & Viking Blvd	Vehicle accident
Total				52

**East Bethel Fire Department
Type of Medical Calls**

March, 2015

Number of Medical Calls

34

Type	Number	Transport by Ambulance
Medical Complications	9	9
Short of Breath	3	3
Cardiac	1	0
Bleeding	3	3
Illness	7	5
Trauma	1	1
Assist	2	0
Stroke	2	2
Other	<u>6</u>	<u>2</u>
Totals	34	25

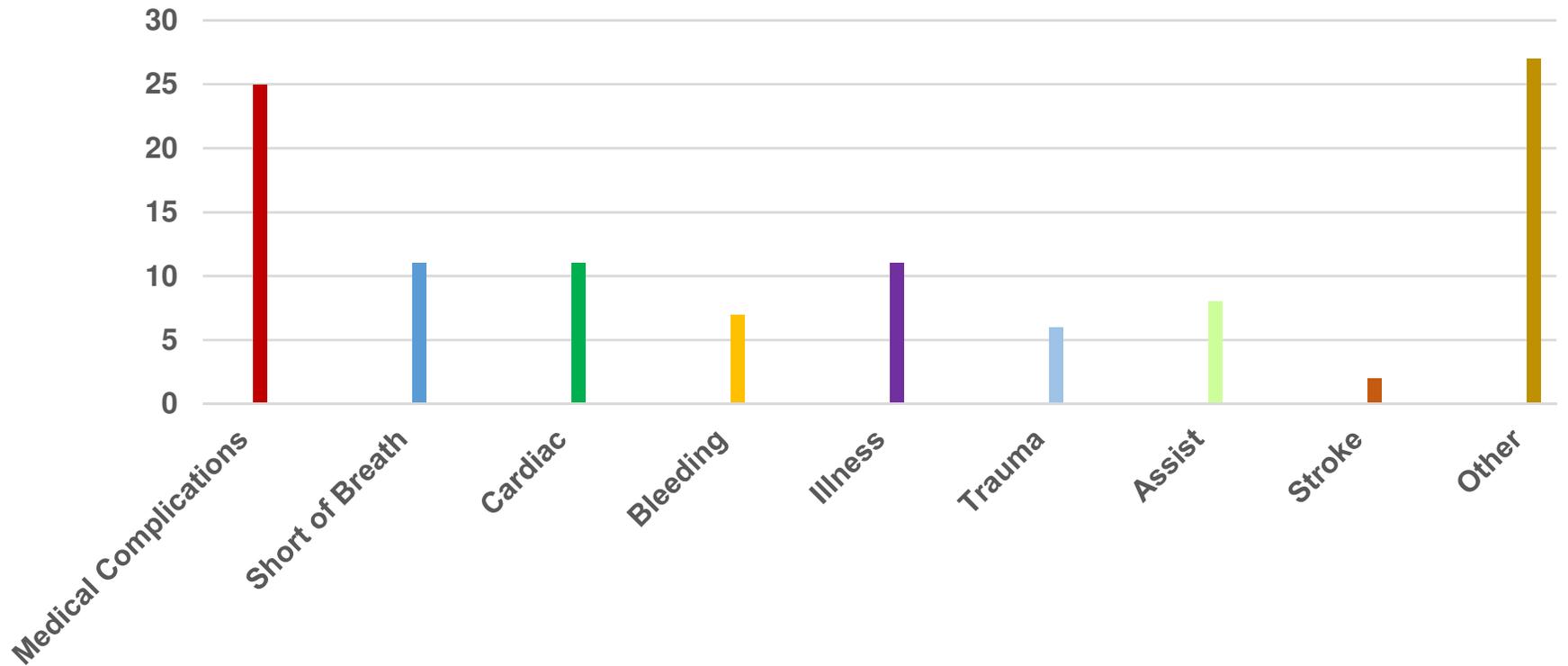
Type of Medical Calls
2015
First Quarter

Number of Medical Calls 108

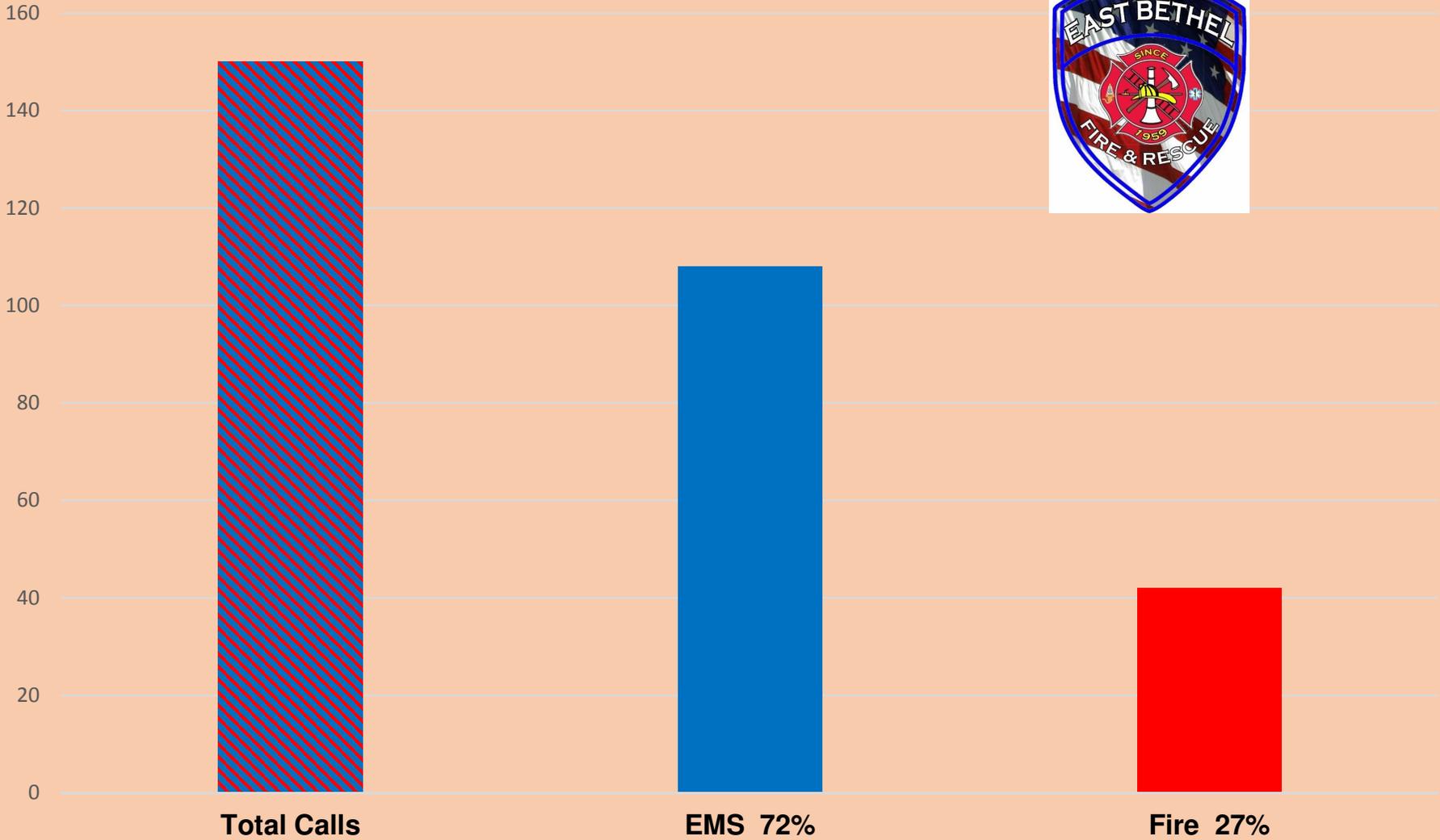
Type	Number	Transport by Ambulance
Medical Complications	25	25
Short of Breath	11	11
Cardiac	11	10
Bleeding	7	7
Illness	11	9
Trauma	6	5
Assist	8	1
Stroke	2	2
Other	<u>27</u>	<u>21</u>
Totals	108	91

2015 First Quarter Type of Medical Calls

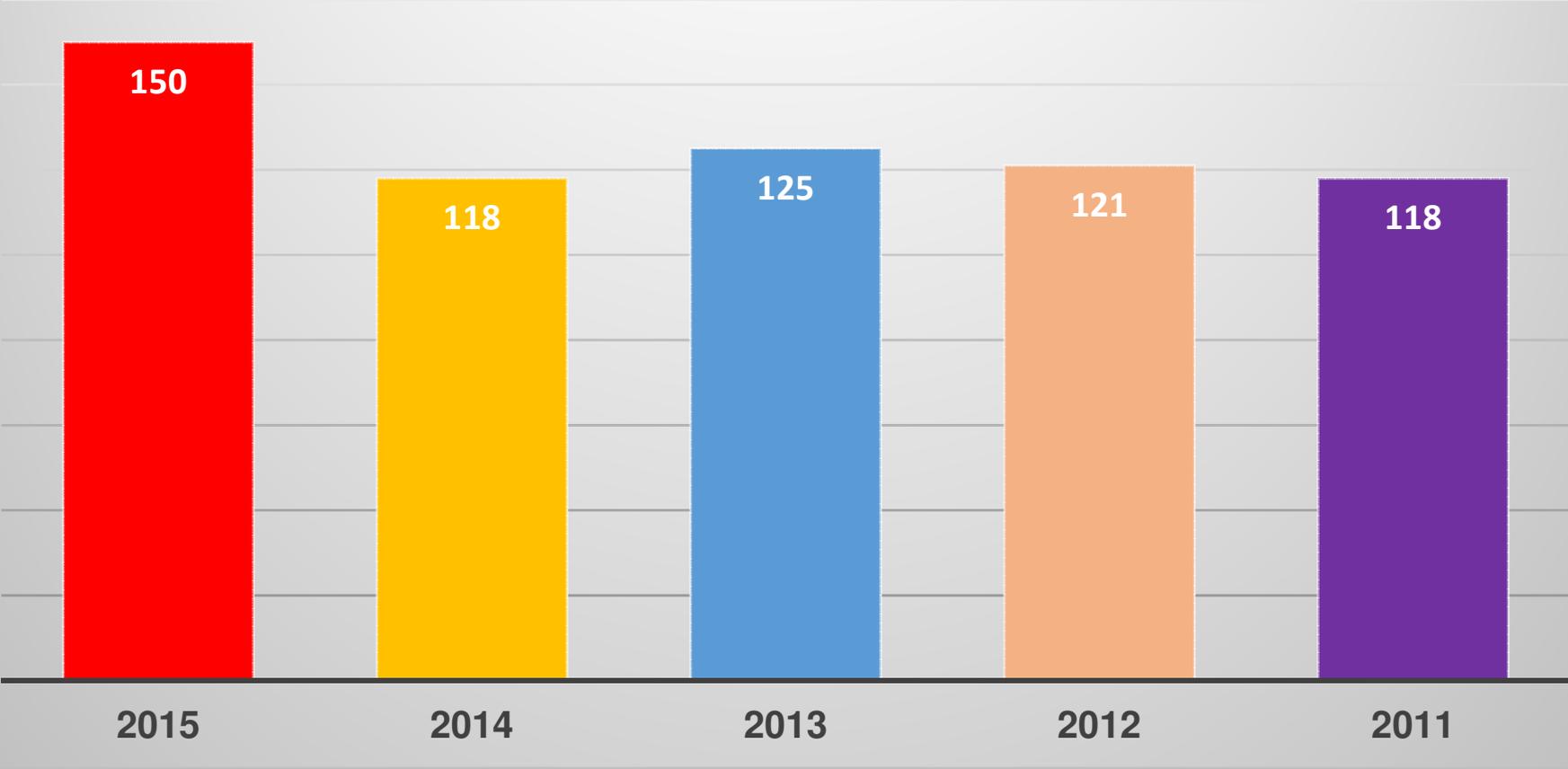
Total Medical Calls: 108



**2015
January to March**



5 Year Comparison January to March First Quarter





City of East Bethel City Council Agenda Information

Date:

April 15, 2015

Agenda Item Number:

Item 9.0 G.1

Agenda Item:

Ice Arena Management Contractor Selection

Requested Action:

Consider approval to negotiate a management contract for the East Bethel Ice Arena with a contractor to be selected by City Council

Background Information:

The City of East Bethel managed and operated the City Ice Arena with City Staff until 2006. From 2006 to 2008 the City contracted with the National Sports Center for management services for this facility. The National Sports Center declined to exercise their option to extend their contract at the end of the 2008 season. As a result, the City solicited other management proposals for operation of the facility and awarded a contract to Gibson Management Company, LLC. Gibson Management has operated the Arena for the past seven years.

The City Ice Arena operates as an enterprise fund. The fund had a cash balance deficit of \$134,835 in 2011 but currently has a positive cash balance of \$134,254. City levies are not used to support the Arena, however, revenues from the cell tower on site were allocated to the Arena Fund prior to and through 2014. The goal of the City, at minimum, is to operate this facility with all costs paid through user fees. This position was made abundantly clear to all those who have submitted RFP's.

Aside from the outsourcing of the management of the Arena to an independent contractor as we have done since 2006, the City could consider the following alternative options:

- Leasing the facility outright
- Hire a contract manager and operate the facility under the umbrella of the City.

The major issue with leasing is protecting the City's investment in the facility and establishing responsibilities for maintenance and use of the equipment and property. Directly contracting the management as a City function, while a consideration, could create a position and role that has the potential to expand well beyond its anticipated purpose and produce an additional level of management and possible expense. Staff is of the opinion that contracting with an independent management company is the most efficient and economical means to operate the facility at this time.

A Request for Proposals (RFP) for the Arena Management Contract was advertised in the Anoka Union, City Website and with the League of Minnesota Cities. There were two submittals for the Management Services Contract:

Gibson Management, LLC-Rochester, Minnesota; and
Victory Management – Isanti, Minnesota

The City Council received and reviewed presentations of the management proposals from these two firms at a Work Meeting on March 25, 2015.

Attachments:

- Ice Arena Budget
- Ice Arena RFP
- Gibson Management Proposal
- Victory Management Proposal

Fiscal Impact:

The City has budgeted \$79,000 for this service for the 2016 Budget. Both proposals exceed this amount and it is recommended that the contractor selected be open to negotiate their quote for services. Staff recommends that a contract award be provided for a term of not less than 2 nor more than 3 years.

Recommendation(s):

Staff recommends that Council consider approval of a contractor to provide management services for the City Ice Arena and direct staff to negotiate a contract for these services with the selected contractor and present the negotiated contract for consideration of approval at the May 20, 2015 City Council Meeting.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

City of East Bethel
2016 Proposed Budget

	Account Description	2013 Actual	2014 Actual	2015 Activity 1/1/15 to 3/31/15	FY 2015 Budget	FY 2016 Proposed Budget
Arena Operations					<i>*Based on 1148</i>	<i>*Based on 1148</i>
Revenues					<i>Prime hours sold at \$192 per hour</i>	<i>Prime hours sold at \$192 per hour</i>
	R 615-36210 Interest Earnings	2.23	56.49	66.62	-	-
	R 615-36240 Refunds/reimbursements	-	551.87	-	-	-
	R 615-37920 Vending Machine Sales	499.85	266.99	228.86	500.00	500.00
	R 615-38060 Ice Rental Revenues	191,300.28	190,840.92	68,674.72	220,500.00	220,500.00
	R 615-38062 Dry Floor Events	1,350.00	1,397.00	3,250.00	1,500.00	1,500.00
	R 615-38064 Concession Rental	2,000.00	3,000.00	-	2,000.00	2,000.00
	R 615-38065 Locker Room Rental	7,500.00	7,500.00	-	7,500.00	7,500.00
	R 615-38066 Advertising Revenue	1,450.00	2,500.00	475.00	2,000.00	2,000.00
	R 615-38067 Tower Lease Payments	68,062.68	39,065.52	-	-	-
Total Revenues - Arena		272,165.04	245,178.79	72,695.20	234,000.00	234,000.00
Expenditures						
	E 615-49851-211 Cleaning Supplies	-	508.73	121.61	-	500.00
	E 615-49851-212 Motor Fuels	1,799.89	2,491.21	1,036.51	2,000.00	2,000.00
	E 615-49851-219 General Operating Supplies	443.74	610.59	385.29	500.00	500.00
	E 615-49851-223 Bldg/Facility Repair Supplies	2,048.56	2,689.79	1,196.52	4,000.00	4,000.00
	E 615-49851-231 Small Tools and Minor Equip	105.81	811.75	699.60	1,000.00	1,000.00
	E 615-49851-307 Professional Services Fees	86,072.20	89,739.83	18,000.00	79,000.00	79,000.00
	E 615-49851-321 Telephone	1,503.83	942.84	38.92	1,500.00	1,000.00
	E 615-49851-342 Legal Notices	-	15.38	32.25	-	-
	E 615-49851-381 Electric Utilities	33,163.18	27,762.64	4,423.22	33,000.00	33,000.00
	E 615-49851-382 Gas Utilities	16,537.40	19,270.47	2,671.32	20,000.00	20,000.00
	E 615-49851-385 Refuse Removal	1,076.74	2,077.87	614.25	2,000.00	2,000.00
	E 615-49851-402 Repairs/Maint Machinery/Equip	2,318.93	1,849.33	1,374.08	3,000.00	3,000.00
	E 615-49851-403 Bldgs/Facilities Repair/Maint	6,291.52	12,071.97	2,171.25	15,000.00	15,000.00
	E 615-49851-422 Auto/Misc Licensing Fees/Taxes	230.16	570.53	-	1,000.00	1,000.00
	E 615-49851-433 Dues and Subscriptions	145.00	250.00	-	-	-
	E 615-49851-481 Depreciation Expense	71,894.94	71,894.94	-	72,000.00	72,000.00
Total Expenditures - Arena		223,631.90	233,557.87	32,764.82	234,000.00	234,000.00
Net Income - Arena		48,533.14	11,620.92	39,930.38	-	-