

City of East Bethel

City Council Agenda

Regular Council Meeting – 7:00 p.m.

Date: June 17, 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
		A. Doug Welter, East Bethel Chamber of Commerce Update
Page 3-10		B. Anoka County Sheriff's Department 2016 Contract Proposal
Page 11-16		C. Anoka County Sheriff's Department Monthly Report
7:20 PM	5.0	Administrative Hearing
Page 17-21		A. Administrative Hearing - Allan Bender
7:35 PM	6.0	Public Forum
7:45 PM	7.0	Consent Agenda
Page 22-23		
		<i>Any item on the consent agenda may be removed for consideration by request of any one Council Member and put on the regular agenda for discussion and consideration</i>
Page 24-28		A. Approve Bills
Page 29-56		B. Meeting Minutes – May 27, 2015 City Council Work Meeting
Page 57-76		C. Meeting Minutes – June 3, 2015 City Council
Page 77-78		D. Approve Application to Conduct Excluded Bingo on July 18, 2015 (Booster Day) – East Bethel Seniors
Page 79		E. Approve Liquor License Renewals for 2015-2016
Page 80-81		F. Purchase of Fire Truck Tanker
Page 82		G. Supplemental Payment Summary
		New Business
7:50 PM	8.0	Commission, Association and Task Force Reports
		A. Planning Commission
Page 83-85		1. Jeffrey Medelberg Estate, Administrative Subdivision, PIN #22-33-23-11-0006
Page 86-88		2. Lonesome Dove Angus, Inc., Administrative Subdivision, PIN #07-33-23-42-0001
Page 89-99		3. Zoning Ordinance Amendment - taprooms, breweries, micro distilleries and food trucks
		B. Economic Development Authority
		C. Parks Commission
		D. Road Commission
8:10 PM	9.0	Department Reports
		A. Community Development
		B. Engineer
		C. City Attorney

Page 100-103 D. Finance
E. Public Works
F. Fire Department
1. May 2015 Report
Page 104-121 G. City Administrator
1. Ice Arena Contract

8:30 PM **10.0 Other**
A. Staff Report
B. Council Reports
C. Other

8:40 PM **11.0 Adjourn**



City of East Bethel City Council Agenda Information

Date:

June 17, 2015

Agenda Item Number:

Item 4.0 A

Agenda Item:

2016 Anoka County Sheriff's Office (ACSO) Contract Proposal

Requested Action:

Receive the 2016 ACSO Contract Proposal for Law Enforcement Services for the City.

Background Information:

The Anoka County Sheriff's Office will present their proposed contract budget for law enforcement services to the Council and be available for questions and comments relating to their presentation. Attached is the itemized 2015 and 2016 service proposals and an analysis of staffing requirements recommended for the City.

Attachments:

Attachment 1 – 2015 Service Proposal

Attachment 2 - 2016 Service Proposal

Attachment 3 – ACSO Staffing Requirements

Fiscal Impact

The 2016 contract proposal of \$1,026,000 represents a 0.98% increase, or \$9,929 over the 2015 contract.

Recommendation(s):

No action is required at this time.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

I. PERSONNEL

A. Sworn Deputy Sheriff		
1.)	7.6 Deputies at \$5,642 /month	514,550
2.)	7 Overtime (Average hours/month per Deputy)	31,170
B. Non-Sworn C.S.O.		\$16,432
C. Benefits for Sworn and Non-Sworn Personnel		
	P.E.R.A. (Sworn)	88,407
	P.E.R.A. (Non-Sworn)	1,191
	FICA	1,257
	Medicare	7,913
	Severance Allowance	13,893
	Unemployment Compensation	843
	Life Insurance	319
	Health Insurance	117,800
	Dental Insurance	3,625
	Long Term Disability Insurance	1,201
	Worker's Compensation	8,488
	Uniforms	7,808
	<i>Total Benefits</i>	252,746
TOTAL PERSONNEL COSTS		\$814,898

Draft
Only

II. VEHICLE

A. Police Equipped Vehicles	1.5 Squads	42,750
B. C.S.O. Vehicle	1 Vehicle	\$7,200
C. Maintenance Costs		
1.)	Vehicle	82,344
2.)	Emergency & Communications Equipment & replc/maint fees	9,091
3.)	Emergency Vehicle Equipment replc. Fee	1,500
3.)	Insurance	8,400
4.)	Cellular Telephone	2,040
	<i>Total Maintenance Costs</i>	103,375
TOTAL VEHICLE COSTS		\$153,325

III. Administrative Costs

A. PSDS Increased Maintenance costs	9,699
B. Administrative, Clerical, + substation computer line charge, Etc.	82,990
<i>Total Administrative Costs</i>	\$92,688.79

IV. TOTAL COST TO CONTRACTING MUNICIPALITY

	\$1,060,911
*Less Amount Received From State for Police State Aid	44,840
NET COST TO CONTRACTING MUNICIPALITY	\$1,016,071

*This figure is determined by the State and is subject to fluctuation.
The latest estimate is \$5,900 per Deputy. Revenue received is for previous year Deputy hours hired prior to August 1

I. PERSONNEL

A. Sworn Deputy Sheriff		
1.)	7.6 Deputies at \$5,642 /month	514,550
2.)	7 Overtime (Average hours/month per Deputy)	31,170
B. Non-Sworn C.S.O.		8,216
C. Benefits for Sworn and Non-Sworn Personnel		
	P.E.R.A. (Sworn)	88,407
	P.E.R.A. (Non-Sworn)	596
	FICA	629
	Medicare	7,913
	Severance Allowance	13,893
	Unemployment Compensation	831
	Life Insurance	319
	Health Insurance	117,800
	Dental Insurance	3,625
	Long Term Disability Insurance	1,201
	Worker's Compensation	8,364
	Uniforms	7,808
	<i>Total Benefits</i>	251,385

Draft
Only

TOTAL PERSONNEL COSTS

\$805,321

II. VEHICLE

A. Police Equipped Vehicles	1.5 Squads	42,750
B. C.S.O. Vehicle	1 Vehicle	7,200
C. Maintenance Costs		
1.)	Vehicle	77,031
2.)	Emergency & Communications Equipment & replc/maint fees	9,091
3.)	Emergency Vehicle Equipment replc. Fee	1,500
3.)	Insurance	8,400
4.)	Cellular Telephone	2,040
	<i>Total Maintenance Costs</i>	98,062

TOTAL VEHICLE COSTS

\$148,012

III. Administrative Costs

A. PSDS Increased Maintenance costs	9,699
B. Administrative, Clerical,+ substation computer line charge, Etc.	82,032
<i>Total Administrative Costs</i>	\$91,731.13

IV. TOTAL COST TO CONTRACTING MUNICIPALITY

\$1,045,065

*Less Amount Received From State for Police State Aid

44,840

NET COST TO CONTRACTING MUNICIPALITY

\$1,000,225

*This figure is determined by the State and is subject to fluctuation.

The latest estimate is \$5,900 per Deputy. Revenue received is for previous year Deputy hours hired prior to August 1

I. PERSONNEL

A. Sworn Deputy Sheriff

1.) 7.6 Deputies at \$5,642 /month	514,550
2.) 7 Overtime (Average hours/month per Deputy)	31,170

B. Non-Sworn C.S.O.

\$0

C. Benefits for Sworn and Non-Sworn Personnel

P.E.R.A. (Sworn)	88,407
P.E.R.A. (Non-Sworn)	0
FICA	0
Medicare	7,913
Severance Allowance	13,893
Unemployment Compensation	819
Life Insurance	319
Health Insurance	117,800
Dental Insurance	3,625
Long Term Disability Insurance	1,201
Worker's Compensation	8,240
Uniforms	7,220
<i>Total Benefits</i>	<i>249,436</i>

Draft
Only

TOTAL PERSONNEL COSTS

\$795,157

II. VEHICLE

A. Police Equipped Vehicles	1.5 Squads	42,750
B. C.S.O. Vehicle	0 Vehicle	\$0
C. Maintenance Costs		
1.) Vehicle		71,719
2.) Emergency & Communications Equipment & replc/maint fees		8,726
3.) Emergency Vehicle Equipment replc. Fee		1,500
3.) Insurance		5,600
4.) Cellular Telephone		2,040
<i>Total Maintenance Costs</i>		<i>89,585</i>

TOTAL VEHICLE COSTS

\$132,335

III. Administrative Costs

A. PSDS Increased Maintenance costs	9,699
B. Administrative, Clerical,+ substation computer line charge, Etc.	81,016
<i>Total Administrative Costs</i>	<i>\$90,714.67</i>

IV. TOTAL COST TO CONTRACTING MUNICIPALITY

\$1,018,206

*Less Amount Received From State for Police State Aid

44,840

NET COST TO CONTRACTING MUNICIPALITY

\$973,366

*This figure is determined by the State and is subject to fluctuation.

The latest estimate is \$5,900 per Deputy. Revenue received is for previous year Deputy hours hired prior to August 1

I. PERSONNEL

A. Sworn Deputy Sheriff		
1.)	6.72 Deputies at \$5,642 /month	454,971
2.)	7 Overtime (Average hours/month per Deputy)	27,561
B. Non-Sworn C.S.O.		16,432
C. Benefits for Sworn and Non-Sworn Personnel		
	P.E.R.A. (Sworn)	78,170
	P.E.R.A. (Non-Sworn)	1,191
	FICA	1,257
	Medicare	6,997
	Severance Allowance	12,284
	Unemployment Compensation	748
	Life Insurance	282
	Health Insurance	104,160
	Dental Insurance	3,205
	Long Term Disability Insurance	1,062
	Worker's Compensation	7,534
	Uniforms	6,972
	<i>Total Benefits</i>	223,863
TOTAL PERSONNEL COSTS		\$722,827

II. VEHICLE

A. Police Equipped Vehicles	1.5 Squads	42,750
B. C.S.O. Vehicle	1 Vehicle	7,200
C. Maintenance Costs		
1.)	Vehicle	74,375
2.)	Emergency & Communications Equipment & replc/maint fees	8,770
3.)	Emergency Vehicle Equipment replc. Fee	1,500
3.)	Insurance	8,400
4.)	Cellular Telephone	2,040
	<i>Total Maintenance Costs</i>	95,085
TOTAL VEHICLE COSTS		\$145,035

III. Administrative Costs

A. PSDS Increased Maintenance costs	9,699
B. Administrative, Clerical,+ substation computer line charge, Etc.	73,783
<i>Total Administrative Costs</i>	\$83,481.71

IV. TOTAL COST TO CONTRACTING MUNICIPALITY

	\$951,344
*Less Amount Received From State for Police State Aid	44,840
NET COST TO CONTRACTING MUNICIPALITY	\$906,504

*This figure is determined by the State and is subject to fluctuation.

The latest estimate is \$5,900 per Deputy. Revenue received is for previous year Deputy hours hired prior to August 1

State aid will be reduced in 2016 due to this reduction in FTE

I. PERSONNEL

A. Sworn Deputy Sheriff		
1.)	7.6 Deputies at \$5,531 /month	504,433
2.)	7 Overtime (Average hours/month per Deputy)	30,557
B. Non-Sworn C.S.O.		16,432
C. Benefits for Sworn and Non-Sworn Personnel		
	P.E.R.A. (Sworn)	81,854
	P.E.R.A. (Non-Sworn)	1,191
	FICA	1,257
	Medicare	7,757
	Severance Allowance	13,620
	Unemployment Compensation	827
	Life Insurance	319
	Health Insurance	112,100
	Dental Insurance	3,625
	Long Term Disability Insurance	1,177
	Worker's Compensation	8,326
	Uniforms	7,808
	<i>Total Benefits</i>	239,862
TOTAL PERSONNEL COSTS		\$791,284

II. VEHICLE

A. Police Equipped Vehicles	1.5 Squads	42,750
B. C.S.O. Vehicle	1 Vehicle	7,200
C. Maintenance Costs		
1.)	Vehicle	82,344
2.)	Emergency & Communications Equipment & replc/maint fees	9,091
3.)	Emergency Vehicle Equipment replc. Fee	1,500
3.)	Insurance	8,400
4.)	Cellular Telephone	2,040
	<i>Total Maintenance Costs</i>	103,375
TOTAL VEHICLE COSTS		\$153,325

III. Administrative Costs

Administrative, Clerical,+ substation computer line charge, Etc.	\$81,543
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IV. TOTAL COST TO CONTRACTING MUNICIPALITY

\$1,026,152

*Less Amount Received From State for Police State Aid	44,840
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NET COST TO CONTRACTING MUNICIPALITY

\$981,312

*This figure is determined by the State and is subject to fluctuation.

The latest estimate is \$5,900 per Deputy. Revenue received is for previous year Deputy hours hired prior to August 1

I. PERSONNEL

A. Sworn Deputy Sheriff		
1.) 7.6 Deputies at \$5,755 /month		524,826
2.) 7 Overtime (Average hours/month per Deputy)		31,792
B. Non-Sworn C.S.O.		\$16,588
C. Benefits for Sworn and Non-Sworn Personnel		
P.E.R.A. (Sworn)	90,172	
P.E.R.A. (Non-Sworn)	1,244	
FICA	1,269	
Medicare	8,071	
Severance Allowance	14,170	
Unemployment Compensation	860	
Life Insurance	319	
Health Insurance	121,600	
Dental Insurance	3,625	
Long Term Disability Insurance	1,225	
Worker's Compensation	8,655	
Uniforms	7,808	
<i>Total Benefits</i>		259,019

TOTAL PERSONNEL COSTS

\$832,225

II. VEHICLE

A. Police Equipped Vehicles	1.5 Squads	43,800
B. C.S.O. Vehicle	1 Vehicle	\$7,200
C. Maintenance Costs		
1.) Vehicle		74,847
2.) Emergency & Communications Equipment & replc/maint fees		9,241
3.) Emergency Vehicle Equipment replc. Fee		1,500
3.) Insurance		8,400
4.) Cellular Telephone		2,040
<i>Total Maintenance Costs</i>		96,028

TOTAL VEHICLE COSTS

\$147,028

III. Administrative Costs

A. PSDS Increased Maintenance costs	7,625
B. Administrative, Clerical,+ substation computer line charge, Etc.	84,722
<i>Total Administrative Costs</i>	\$92,347.45

IV. TOTAL COST TO CONTRACTING MUNICIPALITY

\$1,071,600

*Less Amount Received From State for Police State Aid

45,600

NET COST TO CONTRACTING MUNICIPALITY

\$1,026,000

*This figure is determined by the State and is subject to fluctuation.

The latest estimate is \$6,000 per Deputy. Revenue received is for previous year Deputy hours hired prior to August 1

Analysis Of ACSO Patrol Staffing Requirements East Bethel

1. Community Generated Workload

▪ Calls For Service	4,376.00 *
▪ Handling time/CFS in hrs. (@34:18 Actual)	0.57
▪ Total CFS handling time in hrs.	2,492.86
▪ Officer back-up rate (@1.4 – Est.)	0.40
▪ Officer back-up time (back-up @75% of first unit time on scene) in hours.	747.86
▪ Number of bookings (Est.)	144.00 *
▪ Booking time (Est. @ 0.75 hrs/booking) in hours	108.00
▪ Number of reports	4,376.00 *
▪ Report writing time (est. @ 30 minutes min. avg) in hours	2188

Total Time Required To Handle Community Generated Workloads (Hrs.)	5,536.72
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2. Time for Preventative Patrol and Self Initiated Activities (@ Alternative Levels of Proactivity), in Hours.

▪ 50% of Available Time	5,536.72
▪ 40% of Available Time	3,691.15

3. Total Time Required To Handle Both Reactive and Proactive Activities (In Hrs.)

▪ @ 50% of Available Time	11,073.44
▪ @ 40% of Available Time	9,227.87

4. Officer Availability Est. Availability

▪ Net shifts worked	2,080
▪ Net hours lost on shift	362
Net hours worked each year	1,718

5. Deputies Required to Handle Workloads

▪ @ 50% of Proactive Time	6.45
▪ @ 40% of Proactive Time	5.37

6. Deputies Required Given Est. Turnover and Time Needed to Academy and Field Train

▪ @ 50% of Proactive Time	6.66
▪ @ 40% of Proactive Time	5.55



City of East Bethel City Council Agenda Information

Date:

June 17, 2015

Agenda Item Number:

Item 4.0 B

Agenda Item:

Anoka County Sheriff's Department May Report

Requested Action:

Information Item

Background Information:

Commander Orlando will present the ACSO report for May 2015

Attachments:

Fiscal Impact:

Recommendation(s):

No action required

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

**Anoka County Sheriff's Office Report
May 2015**

Custodial Arrests / Significant Events

DWI's: There were 4 DWI arrests in May. Three stops were the result of traffic violations. One DWI arrest was the result of a roll over property damage accident. The vehicle had been traveling eastbound when the male driver lost control, passed into the westbound lane and then into the ditch where the vehicle rolled over. The driver and his passenger refused any medical attention, advising that they weren't injured. The male failed field sobriety tests and did provide an intoxilyzer test which showed his bac as .14.

Terroristic Threats / Domestic Assault / Violate Domestic Abuse No Contact Order: On May 15th deputies were called to a residence on a male assaulting his wife. Upon arrival, Deputy Slavik found the male in the garage. The female was in the drivers seat of a vehicle and the male was standing over her trying to push her into the passenger seat. The female was crying and saying no. Deputy Slavik was familiar with the suspect as he had been arrested four days earlier on domestic assault charges and had a domestic abuse no contact order with the victim. Deputy Slavik told the male suspect that he was under arrest and attempted to take him into custody. The male resisted and attempted to pull away from the deputy. Deputy Slavik was able to take the male into custody after a brief struggle. The male was uncooperative. The female victim reported that she had picked up the male this afternoon and brought him to the residence. The male had fallen asleep and she had looked at his phone and saw text messages which indicated he was buying steroids. She woke the suspect up and questioned him about this at which time he forced her onto the couch, covered her mouth with his hand and told her he was going to "take her out and then take care of himself". She stated he forced her out to the garage and into the car. She did not know what he was going to do, but she feared he would run them head on into another vehicle or into a wall. She refused to get into the passenger seat and that was when the deputy arrived. The male was taken into custody.

Burglary: On May 22nd deputies were dispatched to a report of a burglary at a home that is under construction. Deputies were advised that a battery and charger had been taken from the home as well as a catalytic converter

had been taken off a truck parked at the property. There was a particular shoe print left near the residence as well as a smudged palm print on a window. Deputy Kvam thought he may know of a viable suspect, as the suspect is very familiar with the area and has a past history of thefts and criminal activity. Four nights later, deputies received a call from an officer with Wyoming PD, who asked if there had been any recent catalytic converter thefts as he had stopped a vehicle and noted a “freshly cut” catalytic converter in the backseat. There was also a battery and charger, which matched the model stolen from the home under construction. The deputy asked the officer what type of shoes the suspect was wearing and they matched the type and pattern of the footprint left at the scene. These items were all confiscated. The suspect in the vehicle was the suspect that Deputy Kvam had thought it might be. Deputy Kvam did return to the crime scene to take a touch DNA swab of the palm print. That swab was turned into the ACSO forensic lab for processing. The investigation is continuing.

5th Degree Controlled Substance: On May 26th a deputy conducted a traffic stop on a vehicle that had no front license plate. Upon the deputy catching up to the vehicle, the vehicle had stopped and the occupants had gotten out. The driver (a juvenile female) was revoked, the license plate did not match the vehicle and there was drug paraphernalia in plain view. A K9 conducted a sniff and alerted to drugs being in the vehicle. Hypodermic needles were located in a purse, which contained a substance that tested positive for methamphetamine. The juvenile female was taken into custody.

Disorderly Conduct / Indecent Exposure: On May 31st, deputies were called to a report of a male that was intoxicated, yelling at his neighbors, as well as exposing himself to them. Upon deputies arrival, the male suspect was inside his home. The victims reported the suspect was yelling and swearing at them about them not having jobs. The victims reported the suspect repeatedly was exposing himself to the neighbors. The suspect was confronted, who denied exposing himself. The suspect did appear to be heavily intoxicated. The deputy advised he was going to be cited for indecent exposure and disorderly conduct for his actions. The deputy advised the suspect to quit yelling at the neighbors and to not go outside anymore for the night. Approximately ½ hour later, deputies were called to the area again, on the suspect yelling and swearing at the neighbors. The deputy did take the male into custody and transported him to jail.

Arrest Breakdowns:

Felony Arrests: 2

Stalking / Terroristic Threats – same incident

Gross Misdemeanor: 2

Malicious Punishment of a Child – 1

Obstruct Legal Process with Force – 1

Misdemeanor: 10

Disorderly Conduct – 3

Indecent Exposure / Disorderly Conduct – 1 (same incident)

Violate No Contact Order – 1

Juvenile Alcohol Offender – 1

Flee Officer on Foot – 1 / Obstruct Legal Process – 1 (same incident)

Burn Prohibited Items – 1

Barking Dog – 1

ITEM	May-15	April-15	YTD 2015	YTD 2014
Radio Calls *	NA**	NA**	NA**	1,361
Incident Reports	365	299	1,635	1,513
Burglaries	2	1	13	12
Thefts	17	11	66	56
Crim Sex Conduct	0	1	4	8
Assault	0	1	9	7
Damage to Property	3	4	18	10
Harass Comm	6	2	22	11
Felony Arrests	2	5	22	17
Gross Misd Arrests	2	0	2	4
Misd Arrests	10	6	41	44
DUI Arrests	5***	6	23***	23
Domestic Arrests	7	1	17	7
Warrant Arrests	0	1	15	28
Traffic Arrests	86	55	362	484

* Total Radio Calls for the month and YTD are the sum from City of East Bethel and Community Service Officer pages.

** Calls for Service not available at this time.

***Indicates at least 1 Underage Drink and Drive arrest.

CITY OF EAST BETHEL – COMMUNITY SERVICE OFFICERS

MAY 2015

ITEM	May-15	April-15	YTD 2015	YTD 2014
Radio Calls	38	37	172	211
Incident Reports	33	32	155	179
Accident Assist	2	2	10	17
Vehicle Lock Out	2	1	16	23
Extra Patrol	25	35	110	170
House Check	0	0	0	0
Business Check	0	0	1	18
Animal Complaints	9	8	31	27
Traffic Assist	3	1	11	34
Aids: Agency	27	36	168	170
Aids: Public	20	17	81	95
Paper Service	0	0	0	0
Inspections	0	0	0	0
Ordinance Violations	0	3	8	3



City of East Bethel City Council Agenda Information

Date:

June 17, 2015

Agenda Item Number:

Item 5.0

Agenda Item:

Administrative Hearing, Chapter 2, Article X, Section 2-590 for Allan Bender

Requested Action:

Conduct an Administrative Hearing for Allan Bender as provided in Section 2-590, City Code of East Bethel.

Background Information:

Mr. Allen Bender, 1142 243rd NE, East Bethel, Minnesota has requested an Administrative Hearing before City Council to appeal late fee interest charges on his water bill. Staff previously denied Mr. Bender's request to waive this fee.

Mr. Bender is challenging this decision based on the City policy for imposition of late fees on overdue and unpaid invoices.

Attachments:

Attachment 1, Mr. Bender's Statement of Request for a Hearing
Attachments 2-4, Billing records for Mr. Allan Bender 2008-2015

Fiscal Impact:

To be determined

Recommendation(s):

Staff recommends an Administrative Hearing relating to this matter be conducted.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

Jack Davis (*City Administrator*)
City of East Bethel
2241 221st Avenue NE
East Bethel, MN 55011

This paper is to appeal the charges of the **Late Fees "interest"** on my water bill from the period of 4.01.2014 – 4.30.2015. I was forced onto disability in April of 2014 and because of the situation my finances suffered tremendously . I have paid everything plus some additional to date that is due of the actual water usage and I am now asking for the what's left of the extra charges of the **Late Fees "interest"** (\$339.52) to be forgiven. The water fees are extremely high themselves without adding on additional charges, any help on this matter is greatly appreciated.

Thank you,

Allen Bender
1142 243rd Lane Ne
East Bethel, MN 55005
763-516-5165

PIN 29-34-23-22-0124

City of East Bethel Whispering Aspen Billing
 1142 243rd Lane
 Allen & Terri Bender 763-413-6829

Inside
 Meter
 29531446

Outside
 Meter
 11009025

CO Date
 2/27/04

Date	QTR	Start Gal	End Gal	Net Gal	Quarterly Usage	Radium Remed	MN Chg	Street Light	Current Amount	0.10 Svc Chg	Int/ Penalty	\$ Paid	Balance	Date Due	Date Pd	Ck #	Comments
5/3/04	1st	0	8500	8500	94.80				94.80			94.80	0.00	5/17/04	5/17/04	3514	
7/19/04	2nd	8500	8500	22000	142.20				142.20				0.00	8/2/04			
8/27/04	3rd	8500	8500	22000	142.20				142.20		6.03	142.20	6.03	9/3/04	9/23/04	3627	2nd notice sent 8/27
11/10/04	3rd	8500	8500	22000	142.20				142.20		0.45	148.68	0.00	11/24/04	12/28/04	3424	
1/28/05	4th	11800	11800	22000	142.20				142.20		3.67	142.20	3.67	2/14/05	2/21/05		
4/11/05	1st	10200	10200	22000	142.20		5.21		147.41		0.50	151.58	0.00	4/25/05	5/2/05		7 days late
7/15/05	2nd	37300	37300	22000	235.74				235.74			235.74	0.00	7/29/05	8/14/05		16 days late-no pen/Bob
10/14/05	3rd	44200	44200	22000	279.34				279.34	27.93	3.87	179.34	131.80	10/28/05	11/23/05		
1/13/06	4th	N/A	N/A	22000	142.20				142.20	14.22	2.47	274.00	16.69	1/27/06	2/2/06	3132	
4/13/06	1st	N/A	N/A	22000	213.30				213.30			229.99	0.00	4/27/06	5/15/06	3764	Jer had meter running backwards
7/6/06	2nd	Est	Est	22000	213.30		5.21	4.50	223.01	22.30	3.68		248.99	7/27/06			Reset Meter on 7/3
9/30/06	PD	0							0.00		40.00	288.99	0.00	10/27/06	10/11/06	3805	
10/2/06	3rd	22000	46600	24600	237.94			4.50	242.44	24.24	8.06	250.00	24.74	10/27/06	1/29/07	3869	
1/2/07	4th	46600	63600	17000	213.30			4.50	217.80	21.78	11.90	264.32	11.90	1/27/07	3/20/07	3887	
4/2/07	1st	63600	77600	14000	239.86			4.50	244.36	24.44	4.39	285.09	0.00	4/27/07	6/1/07	3935	
7/2/07	2nd	77600	183100	105500	239.86		6.36	4.50	250.72	25.07	4.14	279.93	0.00	7/27/07	9/7/07	3913	Resident called - disputing meter read. Jer rechecked reading, still reads high. Jack monitoring with resident - says meter could have been off. 7/19-Rebill at standard minimum per Bob. Gave him extra time before sending past due.
10/2/07	3rd	183100	246100	63000	460.59			4.50	465.09	46.51	9.98	365.09	156.49	10/26/07	12/10/07	3984	
1/2/08	4th	246100	259700	13600	239.86			4.50	244.36	24.44	15.27	440.56	0.00	1/25/08	5/12/08	4045	
4/1/08	1st	259700	273000	13300	250.21	23.21		4.50	277.92	27.79	16.05		321.76	4/25/08			
7/1/08	2nd	273000	295200	22200	250.21	23.21	6.36	4.50	284.28	28.43	9.45	321.76	322.16	7/25/08	9/10/07	4098	
9/30/08		273000	331700	58700					0.00	60.00	45.57	427.73	0.00				Certify to taxes
10/6/08	3rd	295200	331700	36500	346.81	23.21		4.50	374.52	37.45	12.45		424.42	10/24/08			
1/7/09	4th	331700	348600	16900	250.21	23.21		4.50	277.92	27.79	0.75	374.52	356.36	1/23/09	1/9/09	4158	
1/7/09	4th	331700	348600	16900					0.00		5.35	424.42	-62.71		3/10/09	4170	Overpaid from old invoice (?), didn't pay past due statement balance.
4/1/09	1st	348600	365100	16500	275.40	25.00		4.50	304.90	24.22	8.06		274.47	4/24/09			
7/1/09	2nd	348600	407400	58800	422.32	25.00	6.36	4.50	458.18	45.82	27.77	806.24	0.00	7/24/09			Certify to taxes
10/5/09	3rd	407400	435900	28500	319.92	25.00		4.50	349.42	34.94	11.62		395.98	10/23/09			
1/11/10	4th	435900	450300	14400	275.40	25.00		4.50	304.90	30.49	28.23		759.60	1/29/10			
4/5/10	1st	450300	467700	17400	416.99	30.00		4.50	451.49	45.15	46.68	100.00	1,202.92	4/23/10			
7/8/10	2nd	467700	502200	34500	691.71	30.00	6.36	4.50	732.57	73.26	79.3	2088.05	0.00	7/23/10			Certify to taxes
10/5/10	3rd	502200	528000	25800	545.18	30.00		4.50	579.68	57.97	19.27		656.92	10/22/10			
1/5/11	4th	482540	497500	14960	379.86	30.00		4.50	414.36	41.44	41.21	171.28	982.65	1/21/11	3/1/11	2101	
4/5/11	1st	497500	511000	13500	328.18	30.00		4.50	362.68	36.27	56.95		1,438.55	4/22/11			

7/6/11	2nd	511000	530200	19200	411.35	30.00	6.36	4.50	452.21	45.22	80.74		2,016.72	7/22/11			
10/3/11	3rd	530200	551000	20800	435.77	30.00		4.50	470.27	47.03	12.61		2,546.63	10/21/11			
		551000	551000	0	0.00								2016.72	529.91			Certify to taxes
		551000	566300	15300	0.00								100.00	429.91			
1/9/12	4th	566300	566300	0	351.84	30.00		4.50	386.34	38.63	32.48		887.36	1/27/12			
4/4/12	1st	566300	581000	14700	352.51	30.00		4.50	387.01	38.70	53.4		1,366.47	4/27/12			
7/6/12	2nd	581000	607200	26200	527.24	30.00	6.36	4.50	568.10	56.81	81.31		2,072.69	7/26/12			
10/3/12	3rd	607200	628700	21500	455.52	30.00		4.50	490.02	49.00	16.3	2072.69	555.32	10/26/12			Certify to taxes
1/9/13	4th	628700	648100	19400	423.47	30.00		4.50	457.97	45.80	40.59		1,099.68	1/25/13			
4/4/13	1st	648100	663500	15400	368.33	30.00		4.50	402.83	40.28	63.63		1,606.42	4/19/13			
7/3/13	2nd	663500	681000	17500	400.38	30.00	6.36	4.50	441.24	44.12	88.05		2,179.83	7/19/13			
10/4/13	3rd	681000	701400	20400	444.63	30.00		4.50	479.13	47.91	15.93	2179.83	542.97	10/25/13	11/6/13		Certify to taxes
1/6/14	4th	701400	715400	14000	349.51	30.00		4.50	384.01	38.40	37.56		1,002.94	1/22/14			
4/3/15	1st	715400	731600	16200	387.79	30.00		4.50	422.29				1,425.23				
7/1/15	2nd	731600	754200	22600	0.00								1,425.23				
		754200		-754200	0.00								1,425.23				
		0		0	0.00								1,425.23				
		0		0	0.00								1,425.23				
		0		0	0.00								1,425.23				
		0		0	0.00								1,425.23				
		0		0	0.00								1,425.23				
		0		0	0.00								1,425.23				
		0		0	0.00								1,425.23				
		0		0	0.00								1,425.23				

PIN 29-34-23-22-0124

City of East Bethel Whispering Aspen Billing
1142 243rd Lane

CO Date
2/27/04

Allen & Terri Bender 763-413-6829

Date	QTR	Usage	Remed	Chg	Light	Amount	Penalty	Penalty	\$ Paid	Balance	Date Due	Date Pd	Comments	Total Int/Penalty
4/3/14	1st	387.79	30.00		4.50	422.29	42.23	45.03	988.12	524.37	4/25/14	6/5/14		87.26
7/1/14	2nd	485.46	30.00	6.36	4.50	526.32	52.63	41.46		1,144.78	7/24/14		Final in old system	94.09
10/1/14	3rd	567.86	30.00		4.50	602.36	60.24	23.83	1250.00	581.21	10/24/14	10/7/2014, 12/18/14	2 Checks	84.07
1/2/15	4th	421.43	30.00		4.50	455.93	45.59	15.32		1,098.05				60.91
2/1/15	January	151.00	10.00		1.50	162.50	16.25	17.76		1,294.56				34.01
3/1/15	February	141.01	10.00		1.50	152.51	15.25	20.06		1,482.38				35.31
4/1/15	March	144.26	10.00		1.50	155.76	15.58	22.38		1,676.10				37.96
5/1/15	April	138.98	10.00		1.50	150.48				1,826.58				0.00
		0.00								1,826.58				0.00
		0.00					247.77	185.84						433.61

Banyon
Bill
Totals

Bill Date	10/2/2014	01/02/15	02/02/15	03/02/15	04/01/15	05/01/15
		581.21	1,098.05	1,294.56	1,482.38	1,676.10
		455.93	162.5	152.51	155.76	150.48
	1144.78	1037.14	1260.55	1447.07	1638.14	1826.58

1,392.97 Operational Fees
433.61 Penalty Charges

1,826.58 Total Due by 5/28/15

763-221-6252
Phone number



City of East Bethel City Council Agenda Information

Date:

June 17, 2015

Agenda Item Number:

Item 7.0 A-F

Agenda Item:

Consent Agenda

Requested Action:

Consider approval of the Consent Agenda

Background Information:

Item A

Approve Bills

Item B

May 27, 2015 City Council Work Meeting Minutes

Meeting minutes from the May 27, 2015 City Council Work Meeting are attached for your review and approval.

Item C

June 3, 2015 City Council Meeting Minutes

Meeting minutes from the June 3, 2015 City Council Meeting are attached for your review and approval.

Item D

Approve Application to Conduct Excluded Bingo for East Bethel Seniors – Booster Day, July 18, 2015

The East Bethel Seniors have applied for a one day permit to conduct excluded bingo on July 18, 2015, Booster Day at the Community Center. The application form has been submitted and is complete. Staff is recommending Council approve the one day permit for the East Bethel Seniors to conduct excluded bingo on July 18, 2015 at the East Bethel Senior/Community Center.

Item E

Liquor License Renewals

All of the current City liquor license holders have submitted applications for renewal. Some of the applicants still have information to be submitted as is shown on the spreadsheet attached as of Friday, June 12, 2015. A complete update as to their status will be provided at the City Council meeting.

Liquor licenses run for the period July 1 of each year through and including June 30 of the following year. License applications being considered are for the period July 1, 2015 through and including June 30, 2016. All approvals will be subject to all forms being received by the City, background checks being completed, the Sheriff's signature and approval from the Liquor Control Board at the State of Minnesota.

Item F

Purchase of Fire Truck Tanker

The Vehicle/Equipment replacement fund calls for the replacement of Tanker 11 in 2016. The Fire Department has created a truck replacement committee that has carefully analyzed the needs for the City in replacement of this truck.

Staff is recommending Council approval to enter into a contract to purchase a Fire Truck tanker through Houston Galveston Area Council (HGAC) cooperative that the City of East Bethel has joined. The City of East Bethel became a member of this group, with Council direction, in 2012. Our City Attorney has vetted the HGAC agreement before Council approval to apply for membership. As members of this organization, the City is able to receive preferential and national bid pricing on many items, including Fire Trucks. This method is very similar to purchasing items off the Minnesota state bid list. The City has purchased two Fire Trucks using this agreement in the past.

Staff recommends the purchase of Tanker 11 for delivery in 2016. Ordering the truck this calendar and model year will also allow the City savings in the cost of additional price increases. The NEW Tanker 11 is scheduled to be in service with the Fire Department for the next 30 years. The old Tanker 11 is a 1986 Ford L8000. This truck will be sold upon delivery of the new truck.

The low price for these trucks through the buying Consortium is Rosenbauer of Wyoming, Minnesota. Rosenbauer is a major constructor of Emergency Vehicles and offers outstanding service.

Pricing for the vehicle is as follows:

Tanker 11:	\$ 266,333.00
Radio and Mobile CAD	3,000.00
Misc. Tools for truck	2,000.00

Total Project Cost for Tanker 11: \$ 271,333.00

The Vehicle/Equipment Replacement Fund:

Tanker 11: \$ 275,000.00

Delivery on Vehicles is estimated to be 330 days from signed contract. The City would prepay for the chassis when it is delivered to Rosenbauer.

Fiscal Impact:

As noted above.

Recommendation(s):

Staff recommends approval of the Consent Agenda as presented.



Payments for Council Approval June 17, 2015

Bills to be approved for payment	\$200,878.22
Electronic Payroll Payments	\$28,604.53
Payroll - City Staff, June 4, 2015	\$34,350.77
Payroll - City Council, June 15, 2015	\$1,775.99
Payroll - Fire Dept, June 15, 2015	\$7,663.42
Total to be Approved for Payment	\$273,272.93

City of East Bethel

June 17, 2015

Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
	Refund Overpayment	PC0038761	League of MN Cities Ins Trust	101		\$1,000.00
	SAC Remittance	05 2015	Metropolitan Council	101		\$2,821.50
Anoka County CDBG	Professional Services Fees	052115	Bastian Well Service	233	23300	\$5,800.00
Anoka County CDBG	Professional Services Fees	1426	Lashinski Septic Service	233	23300	\$7,643.00
Anoka County CDBG	Professional Services Fees	051315	Zierke Soil Testing	233	23300	\$400.00
Arena Operations	Bldgs/Facilities Repair/Maint	052715	Wright-Hennepin Coop Electric	615	49851	\$289.95
Arena Operations	Electric Utilities	2015-00292	Connexus Energy	615	49851	\$958.30
Arena Operations	Improvements Other Than Bldgs	060315	Arena Warehouse	615	49851	\$27,375.00
Arena Operations	Refuse Removal	875050	Ace Solid Waste, Inc.	615	49851	\$204.75
Bataan Street Project	Legal Notices	742219319	Finance and Commerce	402	43124	\$99.98
Building Inspection	Electrical Permits	060115	Brian Nelson Inspection Svcs	101		\$180.00
Building Inspection	Motor Fuels	510603	Mansfield Oil Company	101	42410	\$254.08
Building Inspection	Motor Vehicles Parts	1539-376445	O'Reilly Auto Stores Inc.	101	42410	\$113.18
Central Services/Supplies	Bldg/Facility Repair Supplies	772745417001	Office Depot	101	48150	\$16.48
Central Services/Supplies	Information Systems	B150602J	Anoka County Treasury Dept	101	48150	\$225.00
Central Services/Supplies	Information Systems	220265	City of Roseville	101	48150	\$2,388.67
Central Services/Supplies	Information Systems	06 2015	Midcontinent Communications	101	48150	\$1,278.00
Central Services/Supplies	Office Equipment Rental	INV277413	Metro Sales Inc.	101	48150	\$520.95
Central Services/Supplies	Office Supplies	IN0802791	Innovative Office Solutions	101	48150	\$3.24
Central Services/Supplies	Office Supplies	IN0809077	Innovative Office Solutions	101	48150	\$24.49
Central Services/Supplies	Office Supplies	772690848001	Office Depot	101	48150	\$82.50
Central Services/Supplies	Postage/Delivery	060215	Reserve Account	101	48150	\$1,500.00
Central Services/Supplies	Telephone	052815	CenturyLink	101	48150	\$92.89
City Administration	Professional Services Fees	M21378	TimeSaver Off Site Secretarial	101	41320	\$451.38
Engineering	Architect/Engineering Fees	34466	Hakanson Anderson Assoc. Inc.	101	43110	\$4,136.30
Engineering	Architect/Engineering Fees	34469	Hakanson Anderson Assoc. Inc.	101	43110	\$464.00
Engineering	Architect/Engineering Fees	34469	Hakanson Anderson Assoc. Inc.	101	43110	\$171.10
Engineering	Architect/Engineering Fees	34469	Hakanson Anderson Assoc. Inc.	101	43110	\$139.20
Engineering	Architect/Engineering Fees	34469	Hakanson Anderson Assoc. Inc.	101	43110	\$482.64
Finance	Travel Expenses	060518	Mike Jeziorski	101	41520	\$41.24
Fire Department	Clothing & Personal Equipment	165792	Aspen Mills, Inc.	101	42210	\$41.70
Fire Department	Clothing & Personal Equipment	165792	Aspen Mills, Inc.	101	42210	\$90.20
Fire Department	Conferences/Meetings	580997	Century College	101	42210	\$375.00
Fire Department	Conferences/Meetings	1255	F.I.R.E.	101	42210	\$500.00
Fire Department	Conferences/Meetings	060815	Stacy Lent Fire Dept Training	101	42210	\$500.00
Fire Department	Electric Utilities	2015-00292	Connexus Energy	101	42210	\$665.82
Fire Department	Motor Fuels	510603	Mansfield Oil Company	101	42210	\$404.22
Fire Department	Motor Fuels	510604	Mansfield Oil Company	101	42210	\$282.19
Fire Department	Motor Vehicles Parts	4243	Emergency Response Solutions	101	42210	\$435.73
Fire Department	Professional Services Fees	3600	Performance Plus	101	42210	\$43.00
Fire Department	Refuse Removal	875050	Ace Solid Waste, Inc.	101	42210	\$64.30
Fire Department	Safety Supplies	68030057	Uline	101	42210	\$398.71
Fire Department	Telephone	052815	CenturyLink	101	42210	\$58.97
Fire Department	Telephone	052815	CenturyLink	101	42210	\$114.59
Fire Department	Telephone	052815	CenturyLink	101	42210	\$170.02
Fire Department	Telephone	052815	CenturyLink	101	42210	\$56.17
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	988	Bill's Quality Cleaning	101	41940	\$380.00

City of East Bethel

June 17, 2015

Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	2144	LowVolts LLC	101	41940	\$504.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	455408-05-15	Premium Waters, Inc.	101	41940	\$49.45
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	125896	Robert B. Hill Company	101	41940	\$18.00
General Govt Buildings/Plant	Cleaning Supplies	772690848001	Office Depot	101	41940	\$55.37
General Govt Buildings/Plant	Electric Utilities	2015-00292	Connexus Energy	101	41940	\$949.56
General Govt Buildings/Plant	Refuse Removal	875050	Ace Solid Waste, Inc.	101	41940	\$51.10
Legal	Legal Fees	05 2015	Eckberg, Lammers, Briggs,	101	41610	\$8,133.76
Legal	Legal Fees	143208	Eckberg, Lammers, Briggs,	101	41610	\$4,793.40
Mayor/City Council	Conferences/Meetings	217031	League of MN Cities	101	41110	\$125.00
Mayor/City Council	Conferences/Meetings	217034	League of MN Cities	101	41110	\$50.00
Mayor/City Council	Professional Services Fees	248610	Municipal Code Corp.	101	41110	\$1,493.23
Mayor/City Council	Professional Services Fees	256620	Municipal Code Corp.	101	41110	\$550.00
MSA Street Construction	Architect/Engineering Fees	34464	Hakanson Anderson Assoc. Inc.	402	40200	\$2,505.00
MSA Street Construction	Architect/Engineering Fees	34465	Hakanson Anderson Assoc. Inc.	402	40200	\$2,067.90
Park Maintenance	Bldgs/Facilities Repair/Maint	102175	Rogers Electric	101	43201	\$110.00
Park Maintenance	Chemicals and Chem Products	71870683	John Deere Landscapes	101	43201	\$619.64
Park Maintenance	Clothing & Personal Equipment	1182118039	G&K Services - St. Paul	101	43201	\$19.00
Park Maintenance	Clothing & Personal Equipment	1182129377	G&K Services - St. Paul	101	43201	\$19.00
Park Maintenance	Electric Utilities	2015-00292	Connexus Energy	101	43201	\$230.22
Park Maintenance	Equipment Parts	F-251470089	Allstate Peterbilt North	101	43201	\$17.22
Park Maintenance	Equipment Parts	F-251470095	Allstate Peterbilt North	101	43201	\$15.30
Park Maintenance	Equipment Parts	F-251470096	Allstate Peterbilt North	101	43201	\$35.71
Park Maintenance	Equipment Parts	P45750	MN Equipment	101	43201	\$171.43
Park Maintenance	Equipment Parts	P45844	MN Equipment	101	43201	(\$85.71)
Park Maintenance	Equipment Parts	P45906	MN Equipment	101	43201	\$93.89
Park Maintenance	Motor Fuels	510603	Mansfield Oil Company	101	43201	\$346.50
Park Maintenance	Motor Fuels	510604	Mansfield Oil Company	101	43201	\$542.67
Park Maintenance	Office Supplies	IN0802791	Innovative Office Solutions	101	43201	\$26.11
Park Maintenance	Other Equipment Rentals	88966	Jimmy's Johnnys, Inc.	101	43201	\$1,165.00
Park Maintenance	Tires	1-53060	Steve's Tire Inc.	101	43201	\$115.00
Payroll	Insurance Premium	06 2015	NCPERS Minnesota	101		\$144.00
Planning and Zoning	Architect/Engineering Fees	34463	Hakanson Anderson Assoc. Inc.	101		\$110.00
Planning and Zoning	Filing Fees	2108110.005	Anoka County	101	41910	\$46.00
Planning and Zoning	Legal Notices	225574	ECM Publishers, Inc.	101	41910	\$59.13
Planning and Zoning	Legal Notices	225575	ECM Publishers, Inc.	101	41910	\$102.13
Police	Professional Services Fees	05 2015	Gratitude Farms	101	42110	\$660.00
Recycling Operations	Bldgs/Facilities Repair/Maint	B029700	Braun Intertec Corporation	226	43235	\$8,781.75
Recycling Operations	Electric Utilities	2015-00292	Connexus Energy	226	43235	\$119.47
Recycling Operations	Other Equipment Rentals	88966	Jimmy's Johnnys, Inc.	226	43235	\$70.00
Recycling Operations	Refuse Removal	875050	Ace Solid Waste, Inc.	226	43235	\$256.77
Recycling Operations	Refuse Removal	060415	SRC, Inc.	226	43235	\$1,084.94
Sewer Operations	Bldgs/Facilities Repair/Maint	052715	Wright-Hennepin Coop Electric	602	49451	\$22.95
Sewer Operations	Chemicals and Chem Products	3730516 RI	Hawkins, Inc	602	49451	\$15.00
Sewer Operations	Chemicals and Chem Products	3732169 RI	Hawkins, Inc	602	49451	\$20.00
Sewer Operations	Electric Utilities	2015-00292	Connexus Energy	602	49451	\$389.95
Street Capital Projects	Street Maint Services	20552	Allied Blacktop Co.	406	40600	\$71,659.70
Street Maintenance	Auto/Misc Licensing Fees/Taxes	363323330019	Anoka County	101	43220	\$23.05

City of East Bethel

June 17, 2015

Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Street Maintenance	Auto/Misc Licensing Fees/Taxes	903633	DVS Renewal	101	43220	\$16.00
Street Maintenance	Bldgs/Facilities Repair/Maint	1182118039	G&K Services - St. Paul	101	43220	\$9.17
Street Maintenance	Bldgs/Facilities Repair/Maint	1182129377	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Bldgs/Facilities Repair/Maint	455408-05-15	Premium Waters, Inc.	101	43220	\$49.45
Street Maintenance	Cleaning Supplies	2893494	Dalco	101	43220	\$195.00
Street Maintenance	Clothing & Personal Equipment	1182118039	G&K Services - St. Paul	101	43220	\$17.96
Street Maintenance	Clothing & Personal Equipment	1182129377	G&K Services - St. Paul	101	43220	\$17.96
Street Maintenance	Electric Utilities	2015-00292	Connexus Energy	101	43220	\$1,409.37
Street Maintenance	Equipment Parts	FP159309	Crysteel Truck Equipment	101	43220	\$71.48
Street Maintenance	General Operating Supplies	110261	River Country Cooperative	101	43220	\$18.99
Street Maintenance	General Operating Supplies	275858	S & S Industrial Supply	101	43220	\$8.25
Street Maintenance	General Operating Supplies	276125	S & S Industrial Supply	101	43220	\$17.92
Street Maintenance	Motor Fuels	510603	Mansfield Oil Company	101	43220	\$150.14
Street Maintenance	Motor Fuels	510604	Mansfield Oil Company	101	43220	\$1,345.84
Street Maintenance	Motor Vehicle Services (Lic d)	10149128	Aspen Equipment	101	43220	\$15,582.41
Street Maintenance	Motor Vehicle Services (Lic d)	17504	M & L Auto Repair	101	43220	\$114.39
Street Maintenance	Personnel/Labor Relations	2543751505	First Advantage LNS	101	43220	\$91.80
Street Maintenance	Professional Services Fees	136725	Gopher State One-Call	101	43220	\$15.95
Street Maintenance	Refuse Removal	875050	Ace Solid Waste, Inc.	101	43220	\$81.90
Street Maintenance	Repairs/Maint Machinery/Equip	W31498	RDO Trust # 80-5800	101	43220	\$2,640.41
Street Maintenance	Safety Supplies	54110321	Zee Medical Service	101	43220	\$12.80
Street Maintenance	Sign/Striping Repair Materials	96033	Gopher Sign Company	101	43220	\$658.36
Street Maintenance	Street Maint Materials	IN00009211	City of St. Paul	101	43220	\$393.06
Street Maintenance	Street Maint Materials	102259	Pavement Resources Inc.	101	43220	\$305.00
Street Maintenance	Street Maint Materials	110248	River Country Cooperative	101	43220	\$18.99
Street Maintenance	Telephone	052815	CenturyLink	101	43220	\$69.48
Water Utility Capital Projects	Architect/Engineering Fees	34467	Hakanson Anderson Assoc. Inc.	433	49405	\$2,285.70
Water Utility Capital Projects	Architect/Engineering Fees	34468	Hakanson Anderson Assoc. Inc.	433	49405	\$738.75
Water Utility Operations	Bldgs/Facilities Repair/Maint	052715	Wright-Hennepin Coop Electric	601	49401	\$26.67
Water Utility Operations	Chemicals and Chem Products	3730515 RI	Hawkins, Inc	601	49401	\$25.00
Water Utility Operations	Chemicals and Chem Products	3732168 RI	Hawkins, Inc	601	49401	\$35.00
Water Utility Operations	Electric Utilities	2015-00292	Connexus Energy	601	49401	\$954.41
Water Utility Operations	Small Tools and Minor Equip	3435697	Acme Tools - Plymouth	601	49401	\$248.00
Water Utility Operations	Telephone	052815	CenturyLink	601	49401	\$71.94
Water Utility Operations	Telephone	052815	CenturyLink	601	49401	\$121.76
Water Utility Operations	Telephone	052815	CenturyLink	601	49401	\$194.87
Water Utility Operations	Utility Maint Supplies	139485	Ferguson Waterworks #2516	601	49401	\$550.13
Water Utility Operations	Utility Maint Supplies	140107	Ferguson Waterworks #2516	601	49401	\$75.14
Water Utility Operations	Utility Maint Supplies	140434	Ferguson Waterworks #2516	601	49401	\$143.41
						\$200,878.22

City of East Bethel
June 17, 2015
Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Electronic Payroll Payments						
Payroll	PERA					\$6,149.23
Payroll	Federal Withholding					\$5,559.48
Payroll	Medicare Withholding					\$1,871.50
Payroll	FICA Tax Withholding					\$8,002.06
Payroll	State Withholding					\$2,283.61
Payroll	MSRS/HCSP					\$4,738.65
						\$28,604.53

EAST BETHEL CITY COUNCIL MEETING

MAY 27, 2015

The East Bethel City Council met on May 27, 2015, at 6:00 p.m. for the City Council Work Meeting at City Hall.

MEMBERS PRESENT: Steve Voss (arrived at 6:05 p.m.) Ron Koller Tim Harrington
Brian Mundle Tom Ronning

ALSO PRESENT: Jack Davis, City Administrator
Mark DuCharme, Fire Chief

1.0 Call to Order The May 27, 2015, City Council Work Meeting was called to order by Acting Mayor Ronning at 6:00 p.m.

2.0 Adopt Agenda **Harrington stated I'll make a motion to adopt the agenda. Koller stated I'll second.** Ronning stated all in favor say aye?" **All in favor.** Ronning stated all opposed? None. **Motion passes unanimously.**

3.0 City Disaster Plan Fire Chief DuCharme stated all right Council, I think everybody knows me. I'm Fire Chief Mark DuCharme. We're going to quickly go over the Emergency Operation Plan but more importantly, you're probably going to dwell on some of the successions in case people are not available and how the Plan works that way.

DuCharme stated a couple things here. This first slide talks about how we prepare and plan and respond and recovery. Right now, we're in the preparedness, the 25% of the arch there. The Response, of course is when the emergency happens, and Recovery is after the emergency is over where we're cleaning up or doing what we're doing. Mitigation is trying to figure out how we can make it so the disaster won't happen again. Whether it's a flood or whether it's a snow storm, or infrastructure issue or anything like that.

DuCharme stated as you can see, we take pretty much the same circle (*as displayed on the slide*) and the Pre-Disaster is where we are at now. We do our Risk Assessment. We look at our Mitigation or Prevention, and we get ready for the emergency. You can see the response, that's all the things that we do there and then when we get into Post-Disaster, that's when we're making sure we're being reimbursed for items that are possible. That's where we're doing the reconstruction and things like that. I kind of keep these to remind me of how we go about planning for disasters and response and that type of thing.

DuCharme stated one thing that we've got to remember as a group here, is that this flow chart/organizational chart, never changes during our emergencies. In other words, the Mayor is always on top and the City Council's there, and the City Administrator, and the full-fledged Response Protocols are on the line below. Just to keep you 'in the loop,' it's not the Fire Chief, it's not the Emergency Manager that makes the real decisions on our management of an incident. It's the Council and Mayor. They're always there.

DuCharme stated sometimes, though, you're not going to be there. Maybe you're going to be in Alaska, okay? Got a couple hours to go Tim. Maybe going to be in Alaska, maybe going to be somewhere else. Or maybe, you're just not able to go and respond to the Emergency Operations Center. We do have in our ordinances that set up. I've got a slide to

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go through that. As you can see, the way we're set up is if the Mayor is there, the Mayor has the duties. If the Mayor's not there then it's going to be the Acting Mayor. Just like tonight, the Mayor was going to be a little bit late. Then Tom is Acting Mayor and started the meeting. Much the same way. If those two guys aren't here, then it's going to be a majority vote by those present. Mundle asked of Council, or? DuCharme replied of Council, right.

Voss arrived at 6:05 p.m.

DuCharme stated what you're going to do then is you're going to elect a Chairperson and a Secretary. Then that's how we're going to proceed. The Chairperson will have the ultimate authority. Now, I've never been quite sure if only two show up at an emergency and we had to open the Emergency Operations Center. Voss asked is it the first one who says, 'Not it.' DuCharme stated it might be. I don't know if you arm wrestle, or mud wrestle, I'm not sure. Because they do talk about majority vote.

DuCharme stated a couple other things in our ordinances, they become operational by executive order of the Mayor. If we have an incident that happens, and most likely the way it would come about is either Jack gives me a phone call, I give Jack a phone call, and talk about the magnitude of an incident. And either he's going to suggest or I'm going to suggest to us that we open up the Emergency Operations Center and notify the Council that it's going to be operational. From there, you're going to see in a flow chart pretty quick here, that is how the process is going to start.

DuCharme stated as you go through our Emergency Operations Plan, you're going to find that we have our basic Plan and then we have what we call our nexus and that deals with specific things. Mostly specific discipline things. What's important is that we have to be assured that we're able to properly staff for an emergency operation incident. For example, where's our Emergency Operations Center going to be? Well, through the Plan that was adopted by Council about a year ago, Fire Station #1 had been identified as the Emergency Operations Center. The main reason why is because it has emergency power there. We've got a back-up generator. If that was not functional or if that was damaged, then we would look either at City Hall and most likely the Senior Center. The reason why it would be the Senior Center instead of the Council Chambers is you're probably going to need the Council Chambers for something else. And this, quite frankly, isn't a big enough room. The Senior Center would work for us.

DuCharme stated if the City Hall/Senior Center is damaged or we're not able to get here, we've got some other choices there. We identified the Coon Lake Beach Community Center, Fire Station #3, Our Savior's Church, and Cedar Creek Elementary.

DuCharme stated so who's going to staff this thing. Well, from the Emergency Discipline side, you're going to have the Emergency Management Director, which is myself. Also the Fire Chief. The Fire Marshal would be there, Inspector. We don't really have Fire Marshal. We call him the Fire Inspector. And, the Deputy Fire Chief. So if I'm not available, that's the way it's going to come down. Some of the reasons why maybe the Fire Inspector would be above the Deputy Fire Chief, there's a couple reasons: 1. That position has more contact with the Citywide operations than the Deputy Chief; and, 2. As Code Compliance Officer for the Fire Code, that person has a little bit more knowledge that way. The other thing is the Deputy Fire Chief, in our opinion, would be needed more for the operational part of the Fire Department. That's why that position is figured in the number 3

spot.

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DuCharme stated so how do we communicate? Well, we're going to start off with our Fire Station #1, and the reason why we list that at the top of many of these lists is because of the backup generator. We know that if we have a storm come through that we're going to have power there. Quite honestly, the two major things that we identify that could happen and has the highest probability in East Bethel, is spring/summertime storm/tornado, straight-line winds. Or in the wintertime, a blizzard with ice conditions that are taking down power lines and freezing up our houses. Those are our main probabilities of disasters. Yes, we have Highway 65 and yes, we do have a little bit of that train track, but as far as the trends and what we see in our call information, the storms, both summer and winter storms, are the number one thing that we watch.

DuCharme stated in this our Deputy Fire Chief is going to be in charge of all the communications and warnings. So, he would make sure the phones are working. He's going to make sure the radios are working so crews can talk to each other. That's his number 1 job. As you can see, if he's not there, there's your number 2, Fire Duty Officer. Or guess what, the Highest Ranking Officer. How would you like to be that guy? 'Well George, all the officers are busy so we've got to put you to work here.' So that's kind of the method of how we set up our Line of Succession in case we need it.

DuCharme stated you know, we hear a lot about bird flu now, right? Remember a couple years ago, it was the possibility of the H1-N1 and we spent a lot of resources, spent a lot of time getting ready for that. And, a lot of what we thought could happen there is identified in these Plans now. Council, yourselves, if we did have a major flue pandemic happen, there's a possibility that two, maybe three of you here would not be able to be at this meeting. So, who's going to make the final decisions? Who's going to make the final decision and say, 'Yes Chief, it's a good idea to go ahead and evacuate.' Or, 'Yes Chief, it's a good idea to leave those people in their houses.' Those are some of the things as a group of decision makers that you're going to participate in.

DuCharme stated once again, our Organizational Chart never changes. The Council and the Mayor are in charge. You can see the Emergency Manager, how that person comes off the end. That's just advisory. We're working with the Mayor saying, 'This is what we think we should do.' Same thing with the City Administrator. The City Administrator is saying, 'This is what staff things should be done.'

DuCharme stated a couple things here. A big thing in our Emergency Plans are how do we get information out. And, who do we have do the information. One of the most important things that we can do when we do have a major incident is that we're all talking the same 'language.' We're talking the same message, and we're all on the same 'page.' Because, we don't want to confuse our residents. Those messages are developed when we get together and talk about what type of information's ready to be released. We've identified our Community Development Director as the position that would be our Public Information Officer. That position would only be allowed to give the messages that as a Council you have authorized. Not 'shooting from the hip,' but prepared statements. Maybe joint prepared statements with other disciplines and agencies. If that person isn't here, Jack's always here.

Voss stated you've noticed. DuCharme stated yeah, but even still, we go three deep on everything so maybe if Jack's not available or the City Administrator is not available, we

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would put in a Fire District Chief or Fire Commander Designee. So, that's a very important job in getting information out to the public. If we have a major incident where we've had a large storm that has come through part of our City and taken out some of the homes, businesses, and things like that, we want to make sure that we're giving the right information so people know what to do.

DuCharme stated the same thing when we go out and do our Damage Assessment. That's one of the first things you're going to ask. You're going to say, 'Hey, how much damage is there?' And, we have to rely on our people to go out there. At some point in time, we have to send out our professionals to give their best guess on damage. Actually, the Building Official has come up with a form. He probably can do a fairly quick assessment, in a matter of minutes of a property, and then move on to the next one. You've got your Building Official. He's going to be involved. If he or she is not there, it goes right down the line, even engages the City Engineer as our third line just in case.

DuCharme stated you get in these large incidents, you also need to bring in other disciplines besides what the City has for resources, much like the Anoka County Sheriff. The Sheriff does have an Emergency Plan and it hasn't been readily available to use but the Anoka County Sheriff is going to be there or his or her designee. My guess is you might find that our liaison might be here working with us within the Emergency Operation Center, giving information about police and law enforcement, communicating with law enforcement about what we would like them to do, and how we would like things handled.

DuCharme stated even with Fire and Rescue, we're going to have our Deputy Fire Chief that runs the operations. You're going to say, 'Well, where's the Fire Chief going to be?' The Fire Chief, most likely is going to be in the Emergency Operations Center. There are certain things that you'll see we can double up on but the Deputy Fire Chief or a high ranking Officer are going to be the ones that are going to be in charge.

DuCharme stated I said a couple minutes ago that in reality, if we have a major incident that moves through the City where there's large-scale damage, our Fire Department, as far as being out in the field, is going to be very limited. We're going to have to use our resources. Tim, that Mutual Aid list that you looked at, that even had SBM on it, we're going to bring in our Mutual Aid partners and have our Fire Department personnel in charge of the crews that are brought in. The reason why for that is because our fire personnel pretty much know the area. The other thing is if it's a large-scale incident that has moved through, you've got to remember that it's affected your rescue personnel, your fire personnel, because they live in the City. And, there's going to be a certain percentage of them that are not going to be able to come. We want them to take care of their family and take care of their property first.

DuCharme stated as you can see, we involve everybody. We've got a job for the Finance Director and the reason why is because when we talk about resource supply, somebody's going to say, 'Boy, that's a lot of money.' Or, somebody's going to say, 'Let's see if we can find 50 portable toilets. Let me just make one phone call and see if I can find a better price.' Or, something like that. Also, that person is going to be involved in tracking some of the assets. You know you talk about the last hurricane, I can't remember the name, that came through New York and New Jersey. Voss stated 'Sandy.' DuCharme stated yeah. They're still trying to find some of those generators that they brought out. The issue is that we've got to track those because we've got to be responsible.

DuCharme stated I keep throwing this chart at you because I want to reinforce, not only to

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you but to the residents, that in these large-scale emergencies, the Council and the Mayor are the ones that are in charge. You may see the Fire Department out there and the Sheriff's Office and you may see Public Works clearing streets. You may see Nate telling somebody to go down another street and clear that but the long and short of it is, you're in charge. You're going to be the overseers and making sure that we're making progress and that we're satisfying the needs of the community.

DuCharme stated just in case a train falls over in East Bethel and we have a hazardous spill or the tanker coming down Highway 65 ends up in the ditch, we've got a Plan for that. As you can see, the Plan is the Fire Chief is going to be in charge. And, the Fire Chief in that situation might have to delegate to the second wrung, the Fire and Rescue Function. In other words, instead of just having the HazMat, start up the Fire side that we went through.

DuCharme stated it's interesting. There's a couple things that could happen. We could have a storm much like what we had about four, five years ago on Booster Days. We didn't activate a full Emergency Operation Center because that didn't warrant it. It was more of a communication that we had some issues going on. Sometimes, especially the Mayor and the Administrator, if for example there's a major incident, maybe a major house fire or something like that or major crash, maybe with multiple fatality, you might hear that. I might report that at 2 in the morning or first thing in the morning to Jack. It's not a situation where we need to involve the whole Council, we need to activate an Emergency Operations Center.

DuCharme stated an Emergency Operations Center is really for when our resources get stretched. Where we're using multiple Mutual Aid departments on the Fire and Rescue side, our Public Works is out clearing streets or assisting, and they're starting to run thin. That's the time that we have to go and identify, with Council, exactly what we need. That's another reason why we have to identify what happens if somebody isn't here. What happens if Nate isn't here. Who's going to take over for Nate. So, he could be literally in Canada and out of the Country when something like this happens.

DuCharme stated we go on and on, even Evacuation. I talk about that. There might have to be a decision, Mayor, that you have to consult with the Council about whether or not we're going to shelter in place with our people, which 90% of people would probably do. Or, if we have to do a full-scale evacuation of an area. We can do that. Then we have to decide where they're going to go.

DuCharme stated that's why, when you look at the Emergency Operation Plan, some of those things are already identified. This doesn't tell you what to do if a tornado comes. What this does is it's a reference: 1. How we're going to keep government going; 2. Some of the logistics, some of the resources we may have; and, 3. Just to kind of jog your thoughts. Everything in here is a suggestion. That's what it's made for.

DuCharme stated there's a couple other things here. As you can see, In-Place Shelter, like I say, 90% of the people are not going to leave their homes. Reception and Care, we do have agreements out there through the County, of where we can put people in case we have to evacuate them and give them a place to stay. The County and Red Cross and Salvation Army are going to be involved in that. If we have a health disaster, we have contact with Anoka County Health. Depending on what the emergency is will depend who they're going to send out. Anoka County Health is quite well versed on emergency plans and how to respond.

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DuCharme stated and then it just keeps going on and on. Emergency Medical Services, we've got to be sure that we still provide those and who's going to be in charge of that. There's our chart there.

DuCharme stated this is my favorite one, Terrorism. Everyone said, 'Well, East Bethel, you know, we ever going to have terrorism?' DuCharme stated well, we've got a theater, we've got a school, we've got a City Hall, we've got a water system. So depending on what we have, it will be dependent on those that respond.

DuCharme stated once again, I can't say this enough to the public, it's not the City Administrator, it's not the Emergency Management Director, it's not the Fire Chief, not the Police Chief or Sheriff. It's the Mayor and it's the Council that are in charge.

DuCharme stated remember I said the last side is the most important? So you're probably thinking, 'What do I do as a Council Member?' First of all, if we have a disaster come through, an incident, storm or whatever it is, you've got to make sure you protect yourself and you've got to make sure your family's safe. Number 1. Number 2, just wait for notification of the Emergency Operations Plan and the Emergency Operations Center.

Mundle asked if the phone lines would be down? DuCharme stated you'd be notified in person. Mundle stated okay. DuCharme stated most likely if there's been a tornado, yeah, the landlines are going to be down. Most likely, the cell phones aren't going to work. They're going to be knocked out. So, it might be quite possible that you'll be notified via messenger. Then they might ask if you want a ride to the Emergency Operations Center. It also will give us time, and when I say 'us,' staff, time to figure out if our original choice for the Emergency Operations Center is still suitable. Is the roof still on? Is it still functional? If it is, and my guess that it will be, then that's where you would come. We'll have it set up and ready to go. Most likely as soon as the entire group's there, you're going to get some type of briefing of what happened and where we're at as far as the Response cycle and then talk a little bit about Response and Recovery. That's where I say, 'You're going to need to organize yourselves with other members of the Council.'

DuCharme stated that's the main part of how we set up for succession. So, we're always planning for the worst and it seems like if you plan for the worst, it doesn't get that bad. Once again, if the Mayor's not there, it will be the Acting Mayor who's going to be in charge. If the Acting Mayor and the Mayor aren't there, then whoever shows up, you three, are going to have to decide. If it's only two of you that show up, for whatever reason, like I said you guys are going to have use a coin flip, or whatever. If only one of you shows up, you've got the 'whole show.' So, like I say, in a quick 'nutshell' that's our Emergency Operations Plan.

DuCharme stated now here's what we've got to do. We have to have another Work Session and I know everybody 'loves' to have more meetings. But, we need to have one where we can have some staff members here and we can actually do what we call a 'tabletop exercise.' We simulate an emergency and how we're going to handle it and talk it over. That would be our next step. Any questions?

Voss stated I apologize for being late too. DuCharme stated actually, it worked out quite well to demonstrate how that works. Voss asked did you do okay? Were you nervous? Ronning replied no.

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Voss stated remember, calm leadership. Obviously, a lot of attention in the past few months towards not only the events but the train preparation with the oil trains. DuCharme replied yes. Voss stated which we have going through the City and certainly in proximity too. That's kind of a different 'animal' to deal with from an emergency standpoint. So, is there any specific training that the Fire Department is doing? DuCharme stated there actually are. There's training that has been offered out there. Voss asked as a Department? DuCharme replied yeah. Voss stated it really doesn't help to have one or two individuals. DuCharme stated the theory behind a lot of the initial training that's out there is that it's more like 'train the trainer.' So, they go out there and be trained and they come back and say, 'Okay, this is what we learned.'

DuCharme stated I can tell you I don't have 38 guys and gals that are trained to put out a tanker fire. I don't think Oak Grove does. I don't think Bethel does. I don't think Isanti does. Ham Lake doesn't. Voss stated I would think that's probably as close as odds as some of the other emergencies that could happen. DuCharme stated that's right. You know, my guess would be that we're probably not going to put the fire out. So, what do you do then? Well, you evacuate. We evacuate to the recommended radius, which in some cases depending on the number that have derailed and the possibility, it would be a mile. It could be three miles. That's a lot of people you've got to move. Voss stated right.

DuCharme stated we're talking about real evacuation. We're talking about the leaders making the decision to say, 'Mr. and Mrs. Johnson, you've got to leave your house.' And, you know as well as I do, people don't like to leave their house. That's a very tough decision but that's something that we have to take a look at.

Voss stated I know they saw it in the last one in North Dakota, one of the 'learnings' that the public has had because these fires are almost common place, they know you've got to get out. In fact, this last one, I don't think they had any resistance. Everyone just left.

DuCharme stated my real 'feel' is that through our Mutual Aid network, we're going to have a lot of resources and management's going to be very, very difficult of those resources to make sure that everybody's on the 'same page' as far as doing what they're supposed to be doing. But there again, that's why we train. Getting back to the training, no, it's still going to be a while before we get fully trained. Voss stated okay.

DuCharme stated we do have people who have gone to some of the rail training and brought back information for us. We've had senior people that have gone and brought back good information. But, it's a learning step. Also, remember, through our Mutual Aid network it's more likely that we're probably going to respond outside the City. Because in reality, East Bethel is a small amount of that tract, up in the northwest corner of the City. But there's other cities, most of the other cities, that thing runs right through. We, as Fire Chiefs, talk about that quite a bit. You've probably seen some of them on the news and things like that.

Voss asked anyone else have questions? One other question I had is I know they're involved, probably very much so, but I didn't really notice a defined role for the Public Works in terms of their response and responsibilities. Obviously if it's a storm, there's clearing and stuff. DuCharme stated right, and probably what you also didn't see is that we don't have a real defined, for each department. That's up to the department protocols. Our Maintenance Director is actually going to have to come to the Emergency Operations Center so that we can come up with a Plan and we can get good information to you about

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what his crews are doing and things like that. We call that a Unified Command where we've got different disciplines that are working together to solve the one problem. That's where that fits in.

DuCharme stated we try to make our Plans as, not necessarily generic, but as flexible as possible. You really want a Plan that if you've got a big incident, it can cover it and as it gets smaller, the Plan can get smaller. If you start off with a small incident and it gets bigger, then your Plan has to get bigger. That's what you have with your Public Works Director and your Building Official and the rest of City staff.

Ronning stated logically anyhow, you can't prepare for everything. DuCharme agreed, stating no. Ronning stated they're judgment calls. Anybody what's involved with it pretty much judgment calls. DuCharme stated that's right, absolutely. And that's why you can't say, 'This is our Tornado Response Protocol.' You can't say that because you don't know if it's an EF-0 or an EF-5. You don't know if it's 100 mile an hour winds that are coming at you or 250 mile an hour winds until it happens. That's another reason why you have to be flexible.

DuCharme stated I can tell you this, what you don't know, and I bet you it's the same thing, I've never really talked to Nate about it, but I'm sure he's the same way I am. When we know and when we look at forecasts and we see that the weather's unstable and there's a chance, we heighten our alert a little bit. How do I heighten the alert? I start figuring out who's in town. And, it's not a big deal. It's part of what we do. What officers are going to be in town? What fire guys are going to be in town? Opening fishing? How many of you guys are going to be out fishing? We do it informally but we always take that step one step at a time and increase your alertness. I know Nate does it because we talk about weather or we talk about things. One source saying five inches of snow coming, we've got another one saying no snow.

Ronning stated I don't know about anybody else but you kind of find yourself thinking about situations or multiple situations. That train thing. If you had a train go and blow with in-line winds or something. The way a fire would spread would be, who would know. DuCharme stated that's right and obviously, we would start where it hasn't burned and start working towards it in a safe fashion.

Harrington stated that's one of my questions. They know the soil thing but some articles I read now they're starting to worry about chlorine in these trains. Is that a whole different 'animal?' DuCharme stated we've been talking about it for years, what's on these trains that are coming through. It's just not only trains, it's what's coming down Highway 65 in trucks and things like that. So, it's amazing what we truck and the dangers that are out there. Ronning stated they've got an 8,000 tankers of one chemical or another. DuCharme stated yeah, with another 8,000. Right.

Voss asked Jack, do we have this posted on our website? The Plan? Davis replied no, but we can add it easily. Voss stated I thought so.

DuCharme stated I did make a couple changes. I added new staff and new Council Members. So it's pretty much up-to-date. Voss stated once you get it posted, can an e-mail go around? Davis stated one thing that would be helpful too is to list emergency shelter locations and have a map of those so people will be familiar with where to go. Currently, we have the Senior Center as a shelter location, the Ice Arena, the Fire Stations, the Public

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Works building. The Schools are shelter locations. Are there any others, Mark? Voss asked is there a map that shows the shelter locations?

DuCharme stated we could create a map. Really, what those places end up being? A temporary shelter and then we'll ship them off via busses and things like that to a Red Cross. Red Cross has contracts in place. We definitely can do that of where to meet. That's one of the biggest things when you start moving people, is keeping the records. Because, I'm sure you're the same way as a lot of people. They're going to want to know where their mom and dad went. Or if there's teenagers or kids, they want to know where their kids went. So, that's the one thing that's real important. I don't know if you remember seeing the slide where the Finance Director was involved? Well, when you get into that, the Finance Director and that position is kind of in charge of registering people and things like that. It would be a big job.

Harrington stated Jack, I've got a question for you. If Nate's not here, who would be second in Public Works? Davis responded the City Engineer would be the next one in line and then the Lead Public Works person, which would be the senior guy there. We'd coordinate that with them also. Voss stated so we'd find out which City the City Engineer has the best allegiance to, right? Davis said yeah, we would or which one he's closest to.

Ronning asked is there an assumption in these as far as what size community? Is it Bethel? Or, is it Columbia Heights? Is there any variation? Or is Minneapolis different from us? St. Paul? DuCharme stated except on the size and concentration of population. Obviously, parts of our City where the density is a lot tighter and if you have a storm that blows through or airplane crash, or whatever, you're going to have a lot more casualties.

Ronning stated I was kind of thinking, I don't know, maybe this trivializes something, if this sort of 'boiler plate' and you make it fit your situation? DuCharme stated yes and no. If you looked at like the University of Minnesota's Emergency Plan, it's probably 1,000 pages. They've identified other hazards. When you go through this, you'll see we took a realistic look, City staff did, what is the probability of something happening. Ronning stated questions of just curiosity.

DuCharme stated for example, people don't realize it but in East Bethel, we've got some real concerns on high water where we've got some homes that could be imperil if we have real high water. Remember a couple years ago when we were watching a couple properties? Thinking that we might have to do some sandbagging or provide some resources.

Davis stated one other thing too, and Mark pointed this out, with some of the duties of some of these people in these responsibility charts, one of the duties of the Finance Director is not only to track where things are going but he's going to have to keep a record of all transactions because that's what we're going to use as a basis to be reimbursed for cost once this is over. So, there'll be a lot of people even though they're just listed as a function here and there. They'll be wearing many 'hats.'

DuCharme stated we talked before the meeting, doing some small talk, on Pine County and they're still trying to close that out with the federal government. That was several years ago. It's not uncommon that some of these take a long time. We're lucky in Minnesota because we have the Homeland Security and Emergency Management Department and they're very good at coming out and assisting. Very good. And, they're very good at

finding resources for us and things like that.

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Voss asked any other questions for the Chief? Mundle asked is there any disagreement then to direct Fire Chief to meet with Jack and get a training session scheduled? Voss stated no objections. When do you think about reviewing it? DuCharme stated I think I've got to talk to Jack and see what your schedules are. Voss asked are you talking a month from now? Three months from now? DuCharme stated I'd like to do it within the next couple months. I think next month might be a little bit tight but in July or August, right in there.

Davis stated August would probably look better because we'll probably be doing some budget discussion in July. We'll check and see if anybody has any major conflicts and try to get it done as soon as possible, get it done this summer.

Voss stated all right. Mundle stated that sounds good. Voss asked anything else? Thanks Chief. Davis stated thank you Mark. Ronning stated thank you for all your work on this Mark.

4.0
Council Role
for Booster
Day

Davis stated this item was on the agenda to continue the abbreviated discussion that we had at the last Work Meeting regarding the potential role of City Council in Booster Day activities. I think at that time, it was determined that nobody wanted to be in the dunk tank business. Voss stated no, I won't. There would be a very big donation to next year's.

Davis asked Brian, did you have any further items you wanted to bring up? Mundle stated well, if anybody else had any other ideas of how we could get involved. We could get a kickball team put together, a City Council kickball team. That's something not too physically demanding, just kick a ball. Voss stated you'll more likely to see me in a dunk tank than running first base these days.

Voss stated maybe as a preface to all this is where's the Booster Day Committee in terms of planning? Are there new events for this year? Davis stated there's at least one new event and that's the radio controlled model airplane club is going to be here. Voss asked as a display? Davis responded they're going to be doing an event the afternoon of Booster Day from approximately 2 o'clock to 5 o'clock. They'll be operating out of Booster East. They'll probably just bring their electronic planes. They may not bring too many gas planes. Voss asked East or West? Davis responded East.

Voss asked with all the trees? Must be good operators. Davis stated yeah, they say they don't need that much room to take off and land and there's more paved areas. Booster West will be pretty well occupied with the events of the tractor pull and people getting ready for the dance. But, they're going to be here. I think that will be quite interesting to see for people who have never watched that. I think it will draw quite a bit of crowd and interest. Voss agreed and said that will be cool.

Ronning stated I've been to their events and it's very well organized and the machinery they have is radio controlled, some big planes, and some really small ones. And, they have a 'dog fight,' the old style 'dog fight,' and some kind of a tail on the plane and you have to hit the other tail. But, as often as not, they just plain crash.

Voss asked so everything else fits in terms of planning and they're all set? Mundle stated as far as I know. Davis stated the Committee will meet again. There's a meeting tomorrow night. So, Denise won't be there but.

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Voss asked was there discussion of waterball? The waterball tournament? Harrington stated they had made a comment last year. Voss stated oh, it was last year. Harrington stated yeah, the Fire Department wanted the City Council to go against the Fire Department in a waterball. That was brought up last year. Ronning stated yeah, but there's only five of us and 37 or 38 of them. DuCharme stated it sounds even to me.

DuCharme stated the Explorers are organizing the tournament so they're hoping to have a large Explorer tournament and Fire Department tournament. One of the things we've always talked about doing, we just can't get it going, is to have different businesses have a team of four to five people per team and enter in. We've got enough equipment I think we could get them protective gear. Then you'd have one fire fighter as kind of a technical advisor.

Ronning stated we talk about this in different tones, a little funny, a little competitive. Are those fire hose pressures regulated down from what they normally would be? DuCharme stated for the general public, yes. Ronning stated it wouldn't take much of a goof or a slip to hurt somebody. DuCharme stated absolutely and that's why for trained firefighters, you'll see that they're wearing their shields, safety glasses, and things like that and they'll still run those about 125 psi. At the nozzle, you've got 100.

Voss asked so why not have, maybe not in the tournament, I don't think I want us to try to survive a bracket, but as a ceremonial start and we can challenge the Oak Grove City Council, or no, Ham Lake. We've got to get Ham Lake up here. DuCharme stated I think that'd be a great idea. Ronning stated I'd be ready to challenge the seniors. Voss stated you're just mean. Ronning stated there's some tough seniors around here.

Voss stated if you can pass it on to the Ham Lake Fire Department, we'll challenge their Council. DuCharme stated I'll do that, I'll pass it on. Voss asked does everyone agree? Koller, Mundle, Harrington indicated their consent. Voss stated I think it would be a good way to start a tournament, give us a little publicity. DuCharme stated right.

Voss stated but you have to hit the ball, right? You can't drop the nozzle. DuCharme stated actually, if you drop the nozzle, you're disqualified. Voss stated but it doesn't say you can't, right? There's not a governor on it. Mundle stated then instead of hitting the ball you just hit the other side. Voss stated that's what I'm saying. What gets more enjoyment? Knocking them all down...or losing?

Harrington stated as far as Booster Days, the last meeting that Brian and I attended, the seniors are having some trouble trying to get people for volunteer work for like the silent auction and the bingo. So, they had some concerns if they were going to have those events this year. They said everybody's getting older and they just don't have the time. So, I don't know where those events will be. I suppose we'll find out tomorrow night.

Voss stated okay, but they're still planning to have them though? Harrington stated they want to if they get the volunteers to work them. That's where they're having problems, trying to get enough seniors to volunteer. Mundle stated yeah, the last I heard they weren't having much luck on that. Voss stated I think they had trouble last year too. Mundle stated last year, I don't think so. I think it may have been a late decision to have it, maybe. But, they had the volunteers there because I usually volunteer for the silent auction. But this year, with the change of the President (*inaudible*), see that, that's what.

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Ronning stated you have the most history of us. Booster Day started back in the 60s or 70s or 50s, whatever. Voss stated I think it was actually early 80s is what someone told me. Booster Park was dedicated long before that. Mundle stated oh yeah. Voss stated but Booster West wasn't constructed until 93. I don't know the complete history of it, no.

Ronning asked do you recall anything that's gone away or missing that would add to it? Voss stated no, I don't think so. I mean one year we did a baseball tournament right out here in this field. That was 98 degrees and kids dropping, it was 'enjoyable' for the two innings we played. The tractors, that's always been a big draw, the tractor stuff. But other than that, I can't remember anything that's standing out. The year they had the inflatables it was popular, I remember that.

Ronning stated Harley got me involved and then with the Council, I had that assignment, Ron and I did. In the last 8-10 years, I'm aware of, hasn't been any real, well, the car shows have changed a little bit here and there but that's about all.

Voss stated I think the biggest thing that changes is attendance. Some years it's really good. Some years it's really thin. It's not even weather dependent. Mundle stated yeah, and I know in years before they've had helicopter rides. Voss stated oh yeah, a couple years ago, the helicopter rides. I remember that.

Davis stated you know it was discussed to have hot air balloon rides. Of course, those things are so weather sensitive. Voss stated the problem is you can't bring them back, you have to keep a rope on them. Davis stated this is a tethered system so they go up and down. But, the problem with those things are, you know, they cost money to have those people come in; and they are very weather sensitive. Voss stated and they are pricey if you take a ride. I think the helicopter ride is pretty pricey too, it was like \$25. Mundle stated yeah, something like that. It wasn't too terrible, but it was wasn't cheap.

Voss stated I know for a few years, they tried to get Soderville or St. Francis to have a tournament. Actually, one year we did have a tournament at Booster because they had the Friday night carnival. I remember because we had all four fields at Booster West playing. The games got over at 8 and they all came over. I think that is the year they ran Booster Days for two days. They had the carnival set up and it was a hit. That was before they had the Friday night movies. Davis stated the Friday night movies started in 2009. Voss stated that sounds about right.

Voss stated we've tried little things here and there. A few years ago, we had kids playing in bands and it was a little bit popular but I think that only lasted one year. It's getting the word out. Getting people there. That's the big thing. Mundle stated yeah.

Voss asked so our role? Mundle stated our role, I wouldn't exactly call it a role but what interaction should City Council have as a presence. Do we want to get out, you know you suggested to maybe have a booth for an hour or two. Voss stated I think, talking to Tim before too, you know, walking around is a good thing too. It's just got to be visual, wear our badges or sash or something. Mundle stated you got a Mayor sash when you got the job, right? Voss stated I wonder if Leroy Shafer has that hat sitting around somewhere.

Ronning stated as far as the functions, the Mayor usually, Harley used to line up 8, 10 convertibles. The Mayor rode in one and the Senior Grand Marshal had one. Davis stated

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there's a Senior King and Queen too that had one convertible. And, you know, they did that last year but they were really scraping to find convertibles to accommodate everyone. I don't know if that was just kind of a last minute thing that they tried to round up. But, you'd think that there's plenty enough time beforehand to get those vehicles secured. Ronning stated Harley's club was very generous with their vehicles.

Davis stated I think the car show has really improved in quality and attractiveness since it moved back here behind the building. It's much more visible and people know it exists. Having a function back there in the Booster East parking lot is almost like isolating it from the rest of the events. Voss stated I think he only had people who had an interest to see cars where as here, people are going through so they're going to take their time and it's going to draw. It's easy access for them.

Koller stated last year they put the antique snowmobiles back in Booster East and nobody knew they were there. Davis stated well actually, the people who did the snowmobiles wanted to be back there. Now they've changed their mind though. Koller stated yeah, I talked to them a few times over there and they're, 'Maybe we will move somewhere else.' Voss stated I didn't know they were over there last year either.

Harrington asked are they getting a lot of floats back from last year? How are they doing on that? Davis stated I don't know how the parade is coming. We'll probably find out tomorrow night. Hopefully, Diane will be there and give us an update on that. Voss stated it's not an election year so you're going to lose those floats. It will be a more enjoyable parade. Koller stated we'll get less stickers. Voss stated yes, less stickers for the kids.

Harrington stated the golf tournament is half full. We're going for 24 and we've got 10 as of last Friday. So, we've got another whole month and a half. Voss asked ten foursomes? Harrington stated we've got ten foursomes right now. Voss asked and I'm in one of them? Harrington responded yes sir. Voss stated all right maybe we could get the golfers to be in the parade. After someone hits a hole-in-one they can, we'll give them a permit to drive in the parade.

Ronning stated it's a nice way the way you guys line that up. I've seen a number of these hole-in-one you get a Harley, Corvette, or whatever. But you pay at the hole \$5, \$10 for the opportunity. Whoever signs up is eligible, I think you said. Harrington stated yeah.

Harrington stated I'd like to talk to the Chamber about, like a \$5 donation and do something with it. Give it to the food shelf or something. I don't think \$5 is a big deal because we usually have the one where there's a hole and if you get it in the circle you get like half and then parts are donated to whatever the Chamber of Commerce wants to donate. Voss stated I think most people would do \$5, \$10 for it if it's going to charity. Harrington stated yeah, some kind of charity. But, it's their tournament so I let them make the call.

Voss asked anything else on Booster Day you want to talk over? Mundle stated I don't think so. Voss stated if the Committee is asking anything else of Council, I think we are already being pretty generous to do the waterball thing. No other Council's done that as far as I know.

Ronning stated my experience has been that if somebody wants to talk to you, they will find you. Voss stated yeah, I know that. Okay anything else? Mundle stated no, just wanted to see what anybody wanted to do.

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Davis stated one of the suggestions that we had mentioned about having a Work Session on was to discuss potential goals for the City. I've listed some following broad categories that may be of interest for additional discussion relating to defining goals for these areas in the City. These include but definitely are not limited to what we have presented in the packet. Certain things we could talk about goals, are City Ordinances. What are our goals for these. Do we need to do a systematic review of existing ordinances? Are there other needed ordinances that we need to consider?

What are our fiscal goals? What are we really looking for in terms of budgets and levies. Not only to go through this year but into the future. What are our overall financial goals? Do we want to set up certain accounts or things to address future issues? Things of this nature.

Does the Council want to consider any goals to address Business Attraction and Retention? Is it time to start working with the EDA to consider developing our 'tool boxes' for financing certain things? And, providing other means or discuss other means to not only attract business but as importantly, to retain what we have here.

Do we have any goals for utilities? What's going to be our policy for extensions? There may be certain opportunities that we have to do that, to do certain extensions in small increments. In fact, we're working on one estimate now where there's maybe a potential to extend the service 300 feet. But, every 300 feet counts.

What are our goals for parks? Roads and streets? Do we want to continue looking at our Street Light Program? Do we want to do anything about goals for trying to pave some of our 16 miles of unpaved streets?

Davis stated the list goes on and on. Are there any staffing needs that we have? From a staff perspective, I think at some point we're going to have to look at another person on board that would probably occupy the position of Zoning Administrator and maybe Code Enforcement Officer so we can free other staff up to concentrate more on economic development activities.

Facility planning. I think is something we need to set some goals for. Even Mark here, he hung around because he wanted to get a plug in for this. At some point, when, where are we going to need another Fire Station? At some point, we're going to need to discuss either the expansion of our existing Public Works facility or perhaps maybe a new facility somewhere. At some point, we may have to look at the possibility of City Hall relocation, especially if we could do something with this building and rent it out to someone else and have a more visible location for City Hall in the corridor.

What are our goals for improving our communications with our residents? These are just a few of the things that we can discuss, if we want to discuss goals, and then there's other things that aren't as specific that are more broad ranged. So, these are just a few things that I've thought of that may be worthwhile in examining. So, I'll just 'throw it out' and open it up to ideas.

Voss stated Jack, of everything you listed there, what would you say, based on your understanding of needs, what would be the two things that you would recommend focusing on. Davis stated you're going to limit it to two? Voss stated yeah, I am, make it realistic

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here. The top two? Davis stated I really think the top two would be the staffing issue. I think that's one of them. And, the other are physical priorities.

Davis stated I think we need to determine what we're looking for in the future. Are we looking to have level budgets? Are we looking to do certain expansions? What's the guidance? What do you all see as our future in the financial aspects of the City? Voss stated well, if we all had to pick two, Brian, what would you pick?

Mundle stated well, Communications would be one of them as far as communications with the citizens in informing them and getting them involved and getting them to come to the meetings. And, I'd want to say Business Attraction, but we have the EDA set up for that purpose plus it's part of the Community Director's job so I don't want to get too heavily involved to maybe 'step on their toes.' Yeah, I would say Communications would be just for those reasons. If we improve the communications, is there a benefit from that? Voss stated okay, other thoughts?

Ronning stated at the risk of offending somebody, it seems that what businesses we get is more a matter of 'dumb luck' than success at something. You almost have to look at, it's a good idea, I like that. I've been thinking, speaking with some people in Ham Lake and things. There's some non-Council people that had some roles working with businesses, getting some funds and things. But, if you're going to improve, grow, improve, whatever, you've got to have more revenue.

Koller stated the biggest complaint I hear from the residents is we need a grocery store and we need one soon. Ronning stated the heck of it with that is we had one and nobody went to it. Mundle stated now, I did. Ronning stated I did too. Koller stated I did. Voss stated a lot of people didn't want to admit to it. Ronning stated I couldn't get my own family to go. They would once in a while but. Voss stated I think that comes under the Business Growth idea. Koller stated yeah, but it's on specific things we really need. And, it would be nice to have a pharmacy too. Voss stated yeah, that would have use.

Harrington stated my two biggest things, first would be the Budget and Levies. I want to try to keep taxes as low as we can around the City. There's a lot of people in the City that live month-to-month. If we can keep the taxes down and keep these levies low, we won't have people moving out of the City. My second one is I'd like to see that blue book put out about half that size that has the ordinances. There's things in there I think that can be eliminated.

Voss stated it's funny. When I started 20 years ago, no lie, it was that thick. That's definitely grown. Koller asked what was the population back then? Voss stated 10,000. Koller stated really? So, it hasn't grown that much but the book has. Davis stated yeah. Voss stated I remember seeing it now, isn't it like this high?

Ronning stated the Levy, just as an addition, it would be nice to be able to hold the resident's, well the tax payer's expenses, hold them pretty constant and still try to make some development growth and find ways to do things.

Harrington stated I'm like Ron. I get the grocery store but then the second one is how much our taxes are going up again next year. They don't like that. Voss stated that kind of fits in, really what question you want to ask, whether we ask ourselves or the residents, 'What do you want?' 'Where are the priorities in terms of what do you want?' Nothing is free.

Harrington stated right.

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Voss stated everyone, I think, gets that and if there's things they want, they have to assign priorities to it. A lot of it isn't us creating it, it's just facilitating things. I think, to me, the focus is on the business side of it, doing things as a City that's going to assist in making it easier for development to occur. I'm a little hesitant about setting goals on that only from the aspect of, we've got a fairly new Chamber of Commerce, which is very active. And, it has a lot of potential. Our EDA is far more active than it used to be and I think there's a lot of energy there. So, in a lot of ways, I almost want to let them get 'traction' before we try to do anything to change their direction. That's not coming out right.

Mundle stated too many 'cooks in the kitchen?' Voss stated yes and no. We're relying on, particular the EDA, to give us guidance on where to go businesswise. The Chamber of Commerce, they are the businesses. So we've got to make sure we listen to them.

Davis stated you know, instead of calling it 'goals' or 'objectives,' maybe our priorities should be these broad categories. Ronning stated yeah, 'goals' sounds too much like failures. Davis stated here again, if you're going to set goals, they need to be attainable and they need to be realistic. I think a lot of times when people try to set goals, they do things what they'd like to see rather than what they can accomplish. You know, they need to be evaluated ever so often. I think from a standpoint of the Council, maybe we have priorities and I think everybody agrees that economic development is probably the biggest priority. Many of these things actually relate to Economic Development. Budgets and Levies, Business Attraction and Retention, Staffing to free up somebody to focus more on Economic Development activities. Things of that nature.

Koller stated one thing I don't like is we have what, five bonds out now? Total? Davis stated no, I think we actually have more than that. I think there's seven that are outstanding. Koller stated yeah, I'd like to see the City kind of pay off some of the little ones. Davis stated the only problem with that is we can't because they're not callable. Koller stated no, there're not? Davis responded no. The next callable bond I believe we have is another couple of years. We do have one bond, the 2005B bond, which is the one we discussed on that 209th Road closure. The final payment on that one will be May of next year. We're receiving all our funds for that from assessments anyway. Every bond that we've had that's callable, we've brought it up to see what we can do to get it refinanced and taken care of. Koller stated there's a lot of bonds we have out there. It would be nice to get rid of a few. Makes me sleep better.

Davis stated there's another thing, just 'food for thought,' instead of bonding for everything, like using your credit card for every purchase, the City can even consider utilizing now some revenues that really aren't obligated like cell tower leases to create a fund to pay for some of these future projects. Then if we do something, we're paying interest to ourselves. We're paying ourselves for it rather than paying all this interest on certain things. Of course, it would take a while to develop a fund to finance certain projects, but that's just one thing that's a consideration.

Koller stated two cell towers, that's a nice chunk of money coming in every year. Voss stated yeah, it's going to be \$40,000 some right? Davis stated actually the two of them will be close to \$64,000 a year. Voss asked what's the levy to EDA every year? Davis answered \$123,000. Voss stated that's a good way to off-set that additional levy. Take that revenue. To me, the tower is a business thing. We're doing it as an enterprise so why not

let it fund something that feeds other business?

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Koller stated so we need two more cell towers. Davis stated we do, we certainly do. Voss stated it can be in your back yard. You've got a big lot. Koller stated if I get a cut, I'll take it.

Ronning stated Brian, you're familiar with realty things? I'm assuming. Is there such a thing as a realtor association by area? Like a north end? Mundle stated not really. It's more by business, realty businesses. Ronning stated the reason I ask that, I remember around Christmas time Tim said he was at a party and you run into a realtor who said, 'I had no idea you had that kind of open property.' Harrington stated and good property too. They're amazed that people haven't.

Voss stated that comes back to, and Nate and I have talked about that a few times and I brought it up before, is a business directory. The City of Brooklyn Park has one and still does. Their complete job is to communicate with realtors. Communicate with brokers. Find those businesses that are looking. It's to facilitate that growth. It's a direct position to what we want to happen. Now, unless some disagree with me, I don't think we're at that stage yet as a City. Ronning stated yeah, don't have enough demand maybe. Voss stated yeah, not yet. Ronning stated good idea though.

Mundle stated really you have to contact each office individually. Like Edina has an office. Voss stated they have a network too, like Colleen knows Annie Baldwin, who was my client in Brooklyn Park, so they know these people. But, that's sort of what the thought was with the Community Development position, was the transition into that. Mundle stated yeah, to start that.

Ronning asked would there be any value in throwing an idea out to the EDA to invite just a group of realtors out and take them through the City? 'This is open, this is open, this is open.' And, start some 'food for thought' stuff. Just an idea, a thought. Davis stated and I think that can be explored. The Chamber of Commerce is going to have a Business Expo at the Ice Arena the first week of September. Voss asked really? Davis answered yes.

Davis stated so certain things like that are a good way to kick these things off. Everything we can do to publicize ourselves, make ourselves known and let people know what's available here, is a definite benefit. We need to maximize those opportunities at every turn. Voss asked is the Chamber going to advertise then? In the local papers and stuff? Davis answered yes.

Mundle asked should the City have some sort of display put up there? Just for the City themselves? Davis stated we'll be a participant in that, an active participant. Mundle stated good.

Ronning stated one last thing about these realtors. It's been our experience, if you find a realtor that likes your home, and gets other people in to like your home, it's going to sell fast. If you can get some realtors that are interested in saying, 'You're asking about property. I've got a perfect spot for you.' I've got to think commercial realtors, brokers, businesses may or may not go to them for, 'This is what we need. Where can we find it?' Voss stated Julie Lux on the EDA is a commercial broker.

Harrington stated to change things up, Mark, what's your wish list? I know Public Works

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wants a new, a bigger building. What's the Fire Department looking for? DuCharme stated I think Jack 'hit it on the nose.' What drives all this stuff is development. Quite honestly, if we don't have the development in certain parts of the City, our services aren't needed as much there. So, it all goes back to there. I do think this. It's my '2 cents worth,' well, actually it's a little bit more than '2 cents.' My take on this is, in the near future, give it five years, I think Nate's going to need more space. I think Public Works is going to need more space. And, I think what's going to happen is we're going to have to look for replacement of our Station #2. And, where are we going to put it? There's actually, been a little bit of work that's been done on that. What the Council has to also decide is, are you going to keep City Hall here? And, if you're going to keep City Hall here, are you looking for a campus type effect with Public Works, City Hall, Senior Center, Fire Station? Those are some of the things.

DuCharme stated if we end up with a senior housing in the southeast part of the City, depending on the size of that, we know historically from other cities that that's going to drive the need for services. So, is that something we have to look at? In a 'perfect world' and I'm not here asking for anything, this is discussion. I think we have to look at replacement of Station #2. I think we have to look at a small substation if the senior housing's going to go in. And, there's actually a third part of this. I think somehow we have to look at taking that Station #3 in Coon Lake Beach and adding 20 feet onto it so you can get a pickup truck in there too. Now, that's a 'perfect world.' Don't go away saying the Fire Chief is asking for all of this. But, those are what I see on the horizon. Ronning stated we do have video on and we can cut and paste so it looks really good.

Davis stated and now I'll emphasize what Mark says. This is not a staff advocacy of new facilities. This is just a discussion that at some point we need to be aware that these things will have to be considered. In relation to the Fire Station #2, which is over here next to Public Works, in terms of its location and depending on where growth occurs, that's another reason to consider expansion or relocation. To have it closer to some of these areas. With the traffic light here, it helps. Prior to the traffic light being installed, this was a terrible location trying to get out at that intersection.

Voss stated I imagine it's also difficult for the fire fighters sometimes to get across the road and get there. DuCharme stated yeah, absolutely. Highway 65, I can say it's a little bit more than problematic for a paid-on-call Fire Department for getting people to the Station because there's significant delays. Now, there might be options on the west side of 65 that maybe we've got to take a look at. But, these are the things that we have to look at.

Voss stated a history lesson, I know the Fire Department, well before Mark was here, was talking about a station over at Booster West. And, what we ended up doing was constructing Station #2 adjacent to the Maintenance Building. But, that was also done with the long-term vision that it would eventually become part of the Maintenance Building and the Fire Department would actually build over in Booster West. So, that was kind of the way it was for a long time, like 20 years. That's kind of the long-term vision. So when they were pushing for a Fire Station at Booster West because of the need up here, that's when we decided to go to the Maintenance Garage.

Voss stated I would assume at a point when staff feels it's more pressing, there will be a Needs Study prepared. DuCharme stated yeah, and you're right. I think staff would, when the time comes, have a detailed report of justifications and options and things like that. Voss stated years ago, we had a, I think we called it a Building Committee. What did we

call it? Davis stated it's been a long time. There hasn't been one of those since I've been here. Voss stated it must have been before because I was on Council. I think I was on Council because it was Dan Berry, it was Artie, Brad LeTourneau. Davis stated that was before I came. Voss stated it was before you were here then, yeah. That's how this got done.

Ronning stated that might be a goal. Voss stated we stopped doing it once the economy downturned and we saw there was no pressing need for additional facilities. I think this was the last thing that we did, was this building. Davis stated this was done in 2006, 2007. You're talking about the remodeling? Voss stated well, that's been done twice. Davis stated the last thing on this building was 2006, 2007. That was the remodeling, which included the Council Chambers and the addition. Voss stated yeah, because I remember having Council Meetings over at the Community Center. But since then, I don't think that Committee met again after that. Part of what we did, too, was to set priorities with staff and then plan for it. I don't think we had a Building Capital Fund before then. I think that's how the Building Capital Fund got started. Davis stated I think that's about the time it did start. Voss stated yeah, I think we started the Building Capital Fund about then. Because, it was right after Station #1 got built. We decided we needed to keep doing this. So, that's an option if we get to that point too. Because, that worked pretty well, I thought.

6.0
Ice Arena
Contract
Discussion

Koller remained at the Council dais but did not participate in discussion of this agenda item.

Ronning stated this isn't on the book. At the conclusion of the last meeting, Tim asked to speak about this Ice Arena and I had some thoughts if we would have had a second on there. I had an amendment and I was thinking about it. Speaking for myself strictly and nobody else, it's irresponsible of me not to try to come up with some kind of an answer. I was thinking about putting some, in fact I spent this afternoon, otherwise I would like to hand it out. What I call performance benchmarks if it went towards Gibson. We do have to come up with something. You mention sourcing in house for some of that. That's a Council decision but wouldn't be, it would be tough to explain that, I think, for one thing.

Voss stated if we don't have a contractor. Ronning stated yeah, right. Voss stated we have to do it or shut it down. Ronning stated utilities were like \$50,000 just to open the doors. Harrington stated yeah, but I don't think we could shut it down knowing kind of what the St. Francis. Voss stated no, that's not an option either. Harrington stated I don't think we'd hear the end of it if we shut that down. Voss stated but that would be the only choice, though. Harrington stated I know, but I think you'd have a lot of upset people. Davis stated I think if it ever came to a decision of shutting it down, you'd at least want to give a year or two notice so they'd have other opportunities.

Voss asked is it one page that you're handing out? Ronning responded yes. Jack, you want one for the record or something? Davis stated thank you.

Ronning stated if he should get it, put some performance goals on the guy. Benchmarks. Voss stated well I don't have a problem with that at all. I would say whoever we do would need it but, obviously, with Gibson Management, they're the ones with the track record and have the issues from previous years. So, I'd agree with it.

6.0
Ice Arena
Contract
Discussion

Ronning stated well, we haven't really put any discipline into it with them. We kind of 'chewed' on it last year but we didn't really. There's no 'hammer.' Voss stated well that's

why in the discussions we had before I was trying to get a 'handle' for what were the concerns and then how did they perform on addressing the concerns. And, similar to this, there was no tracking of this. There didn't appear to be anything. But, if you've got clear written items, it's much easier to not argue over. Right? If it's written ahead of time.

Ronning stated when I mentioned last time, procedurally, I didn't think I could do it. If I second a motion, I don't think I can amend it or put an amendment to it. Voss stated you could offer it. Ronning stated because we maybe could have got through this last time. But, if any of these things sound a little bit too harsh or something, every one of them is from his proposal. Every one.

Mundle asked how, just on the aspect of ice sales increasing by 3% per year, is there a maximum that would be achieved? Davis stated there is a limit of what can be sold because it's a single rink facility. There's other considerations too. Last year the Youth Hockey Association, instead of having the ice available middle of September, they didn't want it until the middle of October. So, that decreased the potential for ice sales for a couple hundred hours right there.

Davis stated Tom and I actually talked about this. I think whoever is in there, there needs to be certain performance standards. We evaluated Gibson's performance based on just the general concepts that were in his contract. He did this, this specifies things more clearly and gives a more measurable tool to evaluate whoever is in there.

Ronning stated I put a reporting system in place for at least to get through. Page 1, Objectives, #1. Increase ice sales by a minimum of 3% per year. Anything and everything on there is from. Voss stated I think what Brian is alluding to, what maybe you said earlier, we've got to make sure we set goals that are attainable. I think that's what Brian's, and my question too. Is it reasonable to think they can get a 3% increase. Because if it's not, then we're setting them up to fail. Davis stated yeah.

Ronning stated correct me where I'm wrong. If this is his proposal and we set an agreement based on his proposal, this is his commitment. Voss stated but look at the wording, 'the objective.' Objectives and goals are two different things. Ronning stated sure.

Davis stated that wasn't in his contract. That was his goal or objective that he submitted in his RFP. Voss stated yeah, so what Tom's suggesting with this is, this becomes part of the contract. Right? Or, whatever we agree to. Ronning stated I would think of that as an addendum. Voss stated if it's an addendum, it's part of the contract. Ronning stated sure, in one shape or another.

Voss stated and in not having read this, the question I would ask is, of all of us, if we agreed to it, is if Gibson Management achieves all of these things, what's going to happen next year? Are we going to be willing to just renew the contract?

Ronning stated one thing I think would happen is we'd have a different look at the guy. This book with two words different is what he gave us last year. Voss stated right, but if he made this, I guess what I'm asking is if he made this, does it make us happy? Ronning stated well, it's very aggressive. It's based on his comments but it would be very aggressive to accomplish all that. If he got through part of it.

Voss stated but Tom, forget about what the content is. We give him a set of parameters,

here's our expectations, the goals, and because he should be asking us, 'If I achieve all these things, are we going to go through this whole thing again next year?' That's what I would ask. Mundle stated or in two years. Voss stated whatever we make the contract.

Harrington asked could we just extend it? I mean if he meets these goals then just extend his contract another year. Voss stated well, why not make the contract one year with a one-year option, our option, based on these or whatever set of goals/benchmarks we make. Ronning stated if there was an agreement to do such a thing. Voss stated we would because we'd have both signed the contract. But that way, in a year from now, we don't have to go through the bidding process. He'll know if he meets all these things that we'll very likely just take up his option.

Davis stated part of the contract then would be there would be a performance review to consider the extension. Voss stated whatever, so we don't have to bid it again with all the process and expense.

Ronning stated Ron's being quiet. Don't go anywhere. You're entitled to hear anything, I think. I don't know if we got any report back about things. The last two items: 'Monthly Report to City Administrator of East Bethel regarding identified performance benchmarks. Annual performance review if multi-year contract.'

Voss stated except I wouldn't make it a review because if it's a review you're basically giving them a two-year contract. I would say it's a one-year contract with an option to renew based on the performance review. Ronning stated yeah, that would be a good way to put it. Voss stated because otherwise, and then we make the performance review at nine months into it so we have time. Davis stated I think you'd want to do the performance review, say, like the first of February because then essentially the majority of your revenues are in. You know what financially they've done. That's usually when the last payments are going to be close to received.

Voss stated my point is if we decide to not continue and exercise the option, it gives staff time to advertise and get a new contractor on board by July 1st. Davis stated July 31st. Voss stated just so there's enough time.

Ronning stated there's more than one 'head' to this. Part of the objective, in my mind, would be to improve the building. Voss stated I think that is the objective to make improvements. Ronning stated yeah, improve the building but make him more responsible and let him know that we're watching and we want some answers about things. We want him to tell on himself, for the most part.

Voss stated well, I think he would know if he's not making some of these goals and objectives that they're probably screwed for the next contract. They'll know what they're getting into at that point. I think it's a good idea.

Ronning stated I took some clippings out of the three Council meetings from last year: May 14, May 21, and another one was March 5, that, it depends on, it's in the 'eyes of the beholder' but that was kind of the 'meat' of the discussion that we'll give you one last chance. And part of that came because the one guy wouldn't move off two years until he lost. And, St. Francis backed out for probably personal reasons, multiple person. But, this is 'food for thought.' Another thing I'm thinking, Tim and I spent an hour, hour and a half, or more walking through that place. It's a mess. It's rough. That place is rough and I

apologize if there's any inference or anything, if she was doing this and there was some failure, it would be her fault. If Gibson's doing it, it won't be looked at the same way. And he's the one that's partially responsible for the mess. I'd like to see him clean up some of the mess.

Voss asked how long has Gibson been there, since 2008? Ronning stated 2008 or 2009. Davis confirmed 2008. Voss stated six years. Ronning stated if you go back a number of years, this is probably the same book that Council's been getting more than once.

Voss stated well, certainly by having a matrix like this is going to be tougher for anyone to defend not performing. Ronning stated if they want the job. I'd like to give somebody else a chance at it. I'm afraid of what could happen a little bit. Voss stated I've been in that situation before and that's a risk.

Voss stated Tom if you put something forward, I'm in support of it. Ronning stated it's just 'food for thought.' Voss stated same thing with the contract terms, how long it is. Ronning stated we kind of have to put some, I believe, we have to put some benchmarks on him if we want him first of all to be responsible and if we want him to do certain things. If he's already said he would do them, if he gets the contract, call him on what he says. What his proposal is.

Voss asked is that something you can work with Jack and come up with something? Ronning asked are you able to work with me? Davis stated I think so. Ronning stated okay. Voss stated I was waiting for that answer. Ronning stated I hope anybody is. Voss stated I'd be absolutely accepting of something like that. I think it's a really good idea.

Harrington stated Steve, he's made some promises over there and he's never fulfilled those promises. Voss stated I'm not. Harrington stated so that's what kind of holds me back. When he says, 'I'm going to do this. I'm going to do that.' And then he doesn't come through. I mean like you said, a one year would be something that I'd look into too with some of these.

Voss stated I would think, if I was in his position, given this process that's gone on, that he agrees to the 12 items, whatever it is, that if he only gets 11 of them done and doesn't get that 12th one done, I'm thinking he's probably thinking he's not going to get this again. I think the message has been clear to him.

Ronning stated another thing is this monthly report. Because then the City Administrator can mitigate things. 'Well, we understand this can happen. We'll bring it up at Council.' And, let him know something. There's ways to do. Voss stated you added that. That wasn't in his proposal, right? Ronning asked what's that. Voss asked was the monthly report in this proposal? Ronning responded no. Voss stated you added that. Ronning stated his is an annual report with staff.

Voss I think doing a monthly is a good idea too. Ronning stated it keeps him honest. There's no catch up. There's no push and pull. Voss asked are you all right with that Jack? A monthly report? Davis asked what would the monthly report include though? Voss stated I think you'd need to add some refinement of what the expectations are of the monthly report. What the revenue was. How much, whatever you think is important. Davis stated so far our monthly have been the revenue. That's been the key driving factor. How much ice time did we sell? Has the bill been paid? And, has it been collected?

Voss suggested have repairs been made. Harrington suggested what problems have been identified. Voss stated yeah, what problems have been identified and that can go back and forth too. It gives the City an opportunity monthly to say, 'We've gotten three calls on this bench that's not bolted down.' Or whatever. 'Why haven't you fixed this.'

Ronning stated if we could put these things into place or to some extent put them in place, it would be much, and we'd do or don't like him, whatever the outcome is, it would be much easier to have a set of standards for somebody to come in too and say, 'Well, this is what we expect.' There is something, provide monthly record of cleaning task and routine maintenance schedules and service dates. That's from the proposal as well.

Davis stated what I'd originally put, when Tom and I talked before, is one of the things I want to see, regardless of who gets it, is that we get a signed sheet of their cleaning activities daily. Just like you do when you go into McDonalds or Burger King. There's a list. 'This bathroom was cleaned at 8:05 by such and such.' I want those records. Voss stated so post it in there and give it to you at the end of the week. Davis stated well, that's fine but at least it shows there's somebody that's cleaning them. Voss stated it shows the public that somebody is cleaning.

Davis stated yes, you know, and if it's inaccurate then we know that's reason to take action. But, at least that shows if anybody has any issues. 'Look, here's the report. This bathroom was cleaned on this date at this time.'

Ronning stated one other thing I didn't want to put really in 'black and white.' Mold in that building. It wouldn't be a bad idea, in my mind, to do some kind of a mold assessment and that wouldn't be his burden. That would be our burden if we did it. Voss stated the Fire Inspector can take a look. I'm pretty sure the Fire Inspector is trained in mold. I would think so. Ronning stated that place has some funny smells in a couple places. Voss asked have you ever had hockey gear in your house? Ronning stated I've been in the locker room. But you get hit with it as soon as you walk into their office. Voss stated that odor gets in the paint, in the building.

Harrington stated if there's something like a battery operated air freshener or something they can put up. Because it was, the smell was kind of awful when we walked in there that day. Davis stated unfortunately, whoever the vendor is, is going to have a difficult time controlling locker room smells. Voss stated but you know the families that play hockey, they know you can't get rid of it.

Ronning stated an energy assessment of the place. When we were in there, there was a couple rooms in there that were pretty warm when we walked through there. Nobody's in there. Nobody will be in there. Have some kind of a timed thermostat or something. One of the biggest savings, potentially, is energy.

Voss stated there was a sizeable savings after Connexus went through there that time. Davis stated as part of that energy assessment, we got a grant and replaced the lights in the building, which saved a significant amount of money. Voss stated yeah, it was thousands of dollars a year in energy costs.

6.0
Ice Arena
Contract
Discussion

Mundle asked when was the last time that an assessment was done? Davis answered 2009, I believe. Mundle asked do you think it would be worth it to have another? Davis stated if

Connexus would be willing to do it. They did the last one for us. They didn't charge us for it. Voss stated I think it was a grant-funded program they did at that time. Davis stated yeah. Voss stated it cost money to do it, it's an effort to do it.

Koller stated I know pretty much every door in that place needs new weather stripping because you can go in there and see daylight through most doors. Davis stated yeah, and that's a function of us. Nate has a plan to work on, especially those front entry doors. They leak air like a sieve. Voss asked is it a double set? Davis responded yeah, two double sets.

Harrington stated like Jack said, the bathrooms, at least the two main bathrooms up front, they should probably be redone because the toilets and sinks are kind of. Ronning stated if they have regular cleaning, there sure was an awful lot of paper on the floor. Voss stated I honestly haven't been in the Ice Arena for a while so I'll make time to go and see it too. Harrington stated yeah, there is maintenance that we, the City, has to take care of eventually, somewhere down the line.

Davis stated most of the major maintenance stuff does fall on our 'shoulders.' Their responsible for the minor repairs and upkeep of the machinery and anything that's a major item is the City's responsibility.

Harrington stated at one time, wasn't the St. Francis Hockey League going to paint the front entry way? For the last couple of years? And, that has fallen through? Davis stated and I'm not being critical of the Youth Hockey Association because you know volunteers have great ideas and they have good intentions but sometimes being able to organize enough people to get things done is a real problem. We tried to work with them and give them the opportunity to help us out and they've been more than willing to discuss it. To date the results haven't been as good as we'd like to have seen. But, you know, hopefully that will improve too.

Voss stated speaking of which, what's the status on the boards? Davis stated the boards are almost all out now. Voss asked did St. Francis volunteer? Davis stated yeah, St. Francis and Gibson. And, they're doing a good job. Brad Kaehler is heading that up. He's been great to work with. The new ones are scheduled, hopefully, to start being installed I believe it's next week. All that's really on schedule and going smooth. Voss stated there's volunteers there.

Ronning stated this is almost preaching some, but we're all the 'choir' as well. What we had to do was not unreasonable. It was a very reasonable thing for us to do and accomplish. And, like I say, I've taken my own responsibility for it. We've got to work through these things somehow.

Voss asked so you'll work with Jack in developing a list? Ronning stated I'm not so sure I can work with him. Yes. Voss stated tell Jack then. Ronning stated we'll be just fine Jack. Davis stated I know Tom. Ronning stated you make the coffee.

Ronning stated we do have to get through some things like this. Voss asked do you have enough time to get this on next week's agenda? Davis stated well, I think it would be better to select a contractor and then negotiate the contract and have that on the 17th agenda. These would be the terms of the contract. I think that whomever we get, these are not unreasonable requests.

Voss stated I'm just, well obviously, Gibson should be agreeable to it if it's on his proposal. But, from our perspective, from the City's perspective, are we clear enough on these? I think a couple of these kind of look not really quantitative.

Davis stated if we've got time to go over a couple of them real quick. Let's just go down the list real quick and I'll offer some comments for whatever they're worth. 'Increase ice sales by a minimum of 3% a year.' That's a goal that may or may not be able to be achieved. A lot of it depends on what our only two main customers are going to do. The High School's always locked in.

Voss stated well, assume it's a blank right now. You're going to negotiate something out with Gibson that you think is agreeable to both of us and then present it to the Council. I don't think we can put a number there. At least I know I can't say. Three percent is great, but that's aggressive growth. Three percent a year is aggressive growth. I don't have the expertise to throw out a number.

Mundle asked would it be better to state 'fulfill a certain amount of hours per ice season?' Voss stated no, I think a percentage is a good number, unless there's a plateau and you can't get any more. Mundle stated yeah, eventually there's going to be a plateau.

Ronning stated and the reason for some of these identified in the past is because this is redundant. This, they just put a new date on it and it's what's been going through. So, what did he do with regard to his last proposal. Voss stated well, let's forget about, I think, go forward. Ronning asked make a 'new day?' Voss stated yeah. Ronning stated make a 'new day' and go forward. Voss stated I think so. It's hard to forget the past but we need to be productive. Ronning stated work round. Never forget the past but don't be held up by it.

Davis stated we've got a bullet point here, 'Competitive pricing and scheduling.' Are you talking about the rental rate which we charge per hour? Ronning stated that was one of his, I'm not sure it was an objective. Davis stated the City actually did a comparison with what was available at Isanti, the Super Rink, Forest Lake, and I believe maybe Fogerty and Andover. So, our rates are comparative to those. They're less than the Super Rink's but they're almost equal to everybody else's.

Voss asked is that something staff did? Davis stated that's something staff did last year. We actually raised the rates from \$185 to \$192 based on that evaluation. So, our rates are competitive with what other areas are charging. We also said for non-prime hours or non-prime events, rates would be negotiable. Previously, there was \$140 an hour charge for that. But, nothing was being sold so, you know, our theory was sometimes it may be better to get \$60, \$70, \$80, \$90, \$100 an hour and have it occupied than have it go vacant.

Mundle stated some money is better than no money. Davis stated that's correct. That was reflected in the pricing that we offered for the lacrosse. Again, that would have been \$140 an hour. We charged them, I think, \$95 or \$100 an hour. There've been several inquiries about groups wanting to use it for baseball. We found out the going rate was about \$50 an hour so we said if you want it, it's \$50 an hour.

6.0 Ice Arena Contract Discussion

Ronning stated I've heard people talk about baseball, practicing baseball inside, they're starting early. Harrington stated they want a batting cage and they've got one in the Ice Arena. That's what they're looking for. They have one on the one end.

Ronning stated there might not be a lot, but there's certainly opportunity that hasn't been addressed. And this is my shopping list based on his proposal. We'll get together, do something, and bring it back.

Davis stated I just want to get on a couple of these things though. Just so everybody's got a little knowledge of them. 'Advertising Sales.' We required Gibson to sell at least, he owns us \$2,000 if he doesn't sell and ad. So, in order to help the Youth Hockey Association, we got them together with Gibson and Gibson gave up the selling of ads to the Youth Hockey Association because they said they could sell \$15,000 in ads, no problem. Well, they sold \$2,500 worth. We got \$2,000. We split the \$500 50/50. I think at some point, though, it's going to work better that way because they're local, they have local contacts, they have a much better chance of selling ads than Gibson does. I'd like to see that arrangement continue.

Ronning stated this is a little 'dead horse.' We're shopping for people from outside the City? We've got to get our own people first. I firmly believe that. Get our own people first and chances of getting outside would be a lot better. Voss stated I don't follow what you're saying. Ronning stated we're trying to get customers in from outside. Voss asked for advertising? I thought we were talking about advertising. Ronning stated no, services more is what I'm thinking. Whatever advertising there is in, that's a different 'ballgame.' For participating in things within the City, we kind of got to get our own people first and then start shopping. If we can't get our own people, how are we going to get anybody else?

Mundle stated just throwing an idea out there for advertisers. If either the City or Gibson or whoever takes over for the Youth Association that handles the advertising, if they get in touch with the Chamber of Commerce.

Ronning stated another 'food for thought' when we're talking about advertising, maybe we want to subcontract that. If there's any interest. Voss stated well, doesn't the Hockey Association want to do it any more? Davis stated I think they do. We haven't had those talks with them yet. It would be my recommendation that we encourage them and we'll split anything over the \$2,000 minimum or whatever that minimum is established. 50/50 or whatever is equitable.

Voss stated the beauty of having, I mean that's how we've done things before at Forest Lake. It's actually, you get benefit two ways. One is, it's a big Association. You're going to have people who own businesses or are high up in businesses. They'll talk to their employers to advertise. So, that's one source of advertisers from within the Association. The second is they all know people that run businesses in the community. So, like for our boards, we're charged with go find 10 people that want to advertise. For some it's real easy because they work in the community. Like if they're contractors they work with so many different people. But, for someone like Gibson or anyone of us trying to go sell, it's not a door-to-door thing. It's more of a networking thing to get these things going.

Mundle stated that's why if they would attend, maybe the Business Commerce meetings and maybe do some networking there. Voss stated yeah, do some advertising, I'm sure you'll get businesses there that are interested.

Davis stated there was one lady with the Youth Hockey Association that I think has some fairly good contacts and good networking skills, abilities, and for whatever reason, here again, there could be unforeseen factors that I'm not aware of, so I'm not. Voss stated some

like to do that. You know, board members who just like to do that. Davis stated I think that given time she can be very successful with the ad sales.

Ronning stated some of the things, like this batting cage, that's an opportunity. A lot of the things that Nicki brought up are all opportunities. But we'll see what happens.

Voss stated anything else on this Jack that you want to ask about? Ronning stated one minute until 'drop dead time.' Voss stated that's my goal, although I've got to stay five minutes longer. Voss stated you know I was going to make it until Klang called on the way and I had to get off the road. Ronning stated the way you were booking down the hallway, I thought, this guy's got to piss bad. Voss stated well you know something, sometimes I still do.

Harrington stated I'd just like to say, if there's not a problem, I'd like to be involved with this when they do this evaluation with Gibson. I mean if there's not a problem with the other three Council Members. Ronning stated I'm fine with that. Mundle stated that's fine. Harrington stated I mean when we sit down with whoever gets the contract, let's put it like that. Whoever gets the contract. Voss stated you've got a history from last time too. I'm fine with it. Harrington in case something's missed or I pick up something.

Voss stated the questions I think Jack wants direction on is, Jack suggested that they have the contract on the next week's meeting. The selection of the contractor but the contract's not signed for three weeks. Harrington stated until July. Voss stated and you're fine with that? Not until July, I mean, the... Davis stated June 17. Harrington stated oh June, okay. Voss stated okay.

Ronning stated and the contract is subject to negotiations. Davis stated after the contractor is selected, then the contract would be negotiated. Voss stated if you can get this resolved before next week, may be more preferable. But, if not, that's fine too.

Ronning stated I don't know what your schedule looks like. I can try to be here for a couple hours tomorrow and Friday. Davis stated I have to go to the doctor Friday morning. Ronning asked can't you just limp around? Davis stated I hope, I'm not sick, I'm just hobbled up a little bit. Voss stated I'm just saying if need be. Ronning stated we'll come up with something.

Davis stated if you want to stop by tomorrow, we can see if we can get something out that you think would be satisfactory. I'll be here all day. Ronning stated what we've got to try to do is put something that everybody thinks will be satisfactory. Voss stated well that can be worked out. Ronning stated yeah but make sure you're satisfied with it first though. Davis stated that's why I'm thinking that it might be better to select the contractor and then sit down with the contractor and negotiate that. And, Tim and whoever wants to be part of it, I have no problem.

Voss stated I think whoever we select should have, better understand that we're going to do something like this in case they just say, 'No, I don't want to do that.' Don't waste our time. I don't think that's the case though. All right, good.

7.0 Adjourn

Harrington stated I'll make a motion to adjourn. Koller stated second. Voss stated all in favor say aye?" All in favor. Motion passes unanimously.

Meeting adjourned at 9:00 p.m.

Submitted by:

Carla Wirth

TimeSaver Off Site Secretarial, Inc.

DRAFT

EAST BETHEL CITY COUNCIL MEETING

JUNE 3, 2015

The East Bethel City Council met on June 3, 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
Craig Jochum, City Engineer

1.0 The June 3, 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.** Voss stated any discussion? All in favor say aye?" **All in favor.** Voss stated opposed? Motion passes. **Motion passes unanimously.**

Adopt Agenda

4.0 Voss stated I noticed a couple folks signed up for Public Forum and you're both with Brown-Wilbert. I think what we'll do is wait until we get to that part on the agenda rather than Public Forum. *Inaudible audience comment off mic.* Voss stated no, I mean you want to speak so it's good to know. But, if there's anyone else in the audience that wishes to speak, this is your time. If not, we will move on.

Public Forum

5.0 Item A Approve Bills

Consent Agenda

Item B May 20, 2015 City Council Meeting Minutes

Ronning stated I'll make a motion to approve the Consent Agenda as written. Mundle stated I'd like to **pull item B.** Voss stated we've only got two items and you want to pull one of them? Okay. Mundle stated I know. Voss asked is there a second to the motion? **Koller stated I'll second.** Voss stated okay without Item B, all in favor say aye?" **All in favor.** Voss stated opposed? Motion passes. **Motion passes unanimously.**

5.0B Mundle stated I've just got two correction in the minutes. Page 3 of 28, at the top, second sentence: 'Koller asked with the warmer weather...' It should say: 'Mundle asked with the warmer weather...' Voss asked you're fine with that Ron? Koller stated I'm fine.

May 20, 2015 City Council Meeting Minutes

Mundle stated and Page 7 of 28, near the bottom, about the middle of the paragraph: "Mundle stated okay, so if it stayed there for three years it wouldn't be...okay.' I'd like to change 'wouldn't' to 'would be okay.' Ronning asked where are you? Mundle replied Page 7 of 28, last paragraph, about mid-way through the paragraph. Ronning stated oh. Voss asked do you want to make a motion with those corrections?

5.0B

May 20, 2015
City Council
Meeting
Minutes

Mundle stated I'll make a motion to approve these meeting minutes. Koller stated I'll second. Voss stated any other discussion? All in favor say aye?" **All in favor.** Voss stated opposed? Motion passes. **Motion passes unanimously.**

6.0 New Business

Commission Association and Task Force Reports

6.0A
Planning
Commission
6.0A.1
May Report

Davis presented the staff report indicating at its May 26, 2015 Meeting, the Planning Commission recommended the following items for City Council consideration:

1. Endorsement was given for two Administrative Subdivisions applications, the Jeffrey Medelberg Estate and Tom Carlisle/Lonesome Dove Angus, Inc. These recommendations will be presented to City Council at the June 17, 2015, meeting for consideration.
2. A change to City Code, Appendix A, Zoning Code to include taprooms, breweries, micro distilleries and food trucks as permitted uses in Business and Industrial Districts. This proposed ordinance change will be presented to City Council at the June 17, 2015, meeting.
3. A CUP for Brown-Wilbert, which will be presented to Council on tonight's agenda.

Voss stated Jack, I've got a question on the first one with the Administrative Subdivisions. Even though I almost opened a Planning Meeting tonight, I don't recall what the Ordinance states but I thought the reason we set up the Administrative Subdivision so it wouldn't have to go to Planning & Zoning, it wouldn't have a public hearing, and it wouldn't have to go to City Council. Jack stated it doesn't have to but I think there was one particular thing in one of these that they just wanted to run it by the Planning Commission just for their consideration. So, these don't have to go to the Planning Commission. Voss stated okay and it's at staff's discretion. Davis stated that's correct. Voss stated okay.

Informational; no action required.

6.0B
Economic
Development
Authority
6.0B.1
May Report

Davis presented the staff report indicating at the May 18, 2015, EDA meeting, Doug Welter presented an update on the Business Retention & Expansion Program and staff provided the following report that outlines current economic development efforts to date:

- Staff has assisted Brown-Wilbert on a potential location of their corporate headquarters to East Bethel. Brown-Wilbert has applied for a Conditional Use Permit and this request will be presented at tonight's City Council meeting.
- Staff assisted three businesses in their participation in the Open to Business Program through Anoka County.
- Staff has contributed to the efforts to establish a Leadership Team for the Business Retention & Expansion Program and met with the University of Minnesota representative assigned to this activity.
- Staff is assisting an individual who is interested in opening a micro brewery. This item has been discussed at the Planning Commission. Ordinance changes are in preparation to permit this use in Business and Industrial Zones.
- Staff is assisting an individual who is considering the location of an Event Center in the City.

6.0B
Economic
Development
Authority
6.0B.1
May Report

- Staff has met with two owners who are interested in developing their property for residential use in the Rural Residential areas.
 - Staff is assisting two existing businesses who are planning on expansion at their existing locations.
- Informational; no action required.

6.0C
Park
Commission

None.

6.0D
Road
Commission

None.

**7.0
Department
Reports**

7.0A
Community
Development
7.0A.1
Brown-
Wilbert CUP

Davis presented the staff report indicating Brown-Wilbert, a septic tank manufacturer and distributor, is interested in purchasing a 26 acre site located at the southeast corner of 221st Avenue and Highway 65. This property is owned by the Genevieve Sylvester Family LP. The site is zoned B-2 with an attached Business Overlay District as part of the zoning. Brown-Wilbert has indicated that they are interested in relocating their headquarters from Roseville/St Paul to a site in the North Metro Area within three to six years. The relocation of their corporate headquarters and manufacturing facility to East Bethel would result in approximately 25-30 jobs. Should their relocation fail to materialize, the site would then become a storage yard with one to three employees.

At the May 26, 2015, Planning Commission Meeting a public hearing was held to consider an application for a CUP for the purpose of permitting Brown-Wilbert to operate a business that would allow the storage, distribution, and manufacturing of septic tanks and other concrete products at this location. While a storage activity by itself is not permitted in a B-2 Zone, exterior storage associated with retail sales and services is permitted. Other types of uses, not listed as permissible, in Appendix A, Zoning, Section 46, can be allowed as determined by City Council. In addition, the Business Overlay District allows additional zoning flexibility if uses are compatible with the objectives of the City Comprehensive Plan and the use promotes an integrated mix of residential, industrial, office and commercial development. In order to support these zoning interpretations, the Planning Commission was of the opinion that is essential that Brown and Wilbert locate their corporate headquarters on the site within a timeframe as agreed upon by both the City and the Company.

At the same meeting, the Planning Commission discussed the following concerns regarding the CUP:

1. The major issue with the proposed use for the site is the existing access. The site is currently accessed by a driveway entrance adjacent and north of PVS Auto. This entrance is located only 270 feet from the east concrete edge of Highway 65 and only 16 feet from the eastern end of the concrete median at the intersection of 221st Avenue and Highway 65. The location of the entrance may pose stacking and maneuvering conflicts as vehicles enter and exit the site. The Anoka County Highway Department has provided comment on the entrance in the attachment of a letter from Jane Rose and these are summarized as follows:
 - An additional 27 feet of right-of-way along the south side of County Road 74, which is 221st Avenue, will be required for future reconstruction purposes.

7.0A

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Development

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Brown-
Wilbert CUP

- The Anoka County Highway Department would permit the existing entrance to be used for the site as long as it remains for storage use. Should issues arise or it be deemed necessary as a result of additional development, an east bound right turn lane would be required to be installed at the owner's expense.
 - The Anoka County Highway Department will not permit the removal of the existing concrete median. It is possible that the median may be extended in the future. Should the extension occur, the entrance to the site would become a right in right-out access.
 - The Anoka County Highway Department is supportive of an alternative access and supports the site being served by the City's proposed service road that would eventually connect 221st Avenue to 215th Avenue.
2. As part of the conditions for the CUP, Brown-Wilbert is requested to dedicate the right-of-way for the proposed service road that would be located on their property and are required to provide secondary access to the site should a right-in right-out restriction be placed on the existing entrance.
 3. The Planning Commission recommends that exterior display of up to eight units be permitted in an area that would be visible from Highway 65. The City Administrator has concerns relating to Brown-Wilbert's proposal for exterior display of their product. Brown-Wilbert requests that their product be permitted to be exhibited in a prominent location along the route. The City Administrator is of the opinion that is a conflict with the overall goals of the Business Overlay District and provides minimal benefits in terms of advertising. The City Administrator recommends that no exterior display be permitted as a condition of the CUP.
 4. Staff requests that Brown-Wilbert enter into a pre-development agreement that addresses the existing access and service road matters and other issues of concern to the City as they relate to overall development plan for the site.

Brown-Wilbert is seeking approval of the CUP prior to their purchase of this property.

The Planning Commission has recommended that Council consider approval of a Conditional Use Permit for the Genevieve Sylvester Family Limited Partnership as the owner and Brown-Wilbert, Inc. as the applicant for the property identified by PIN #08-33-23-12-0006, subject to the following conditions:

1. Comply with the City of East Bethel applicable Codes and regulations.
2. Repair the existing fence to an appearance that replicates new installation.
3. Obtain commercial building permits that will be needed and issued for existing buildings for purposes of remodeling and repair.
4. Obtain a Special Well Permit from the Minnesota Department of Health.
5. Obtain a Septic System Permit that will need to be sized for existing and future development.
6. Provide Certificate of Survey.
7. Obtain all appropriate permits from Anoka County Highway Department.
8. Enter into a Pre-Development Agreement with the City of East Bethel.
9. Be required to connect to future City utilities when they become available.
10. Brown-Wilbert would be required to locate their manufacturing and corporate headquarters to this location within six years or their CUP will become void and the use of the site as a storage and distribution facility would be terminated within 30 days of failure to comply with this term unless extensions would be approved by the City.

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Development

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Brown-

Wilbert CUP

11. Conditional Use Permit would be for six years commencing on the day that it is approved by the City Council.
12. Applicant would be allowed to store septic tanks in a neat and well-organized manner inside the existing fenced in area. Screening must be provided for storage yards outside the existing fenced area or storage yards must be located in areas that are shielded in view from Highway 65. The applicant will be allowed exterior display as recommended by the Planning Commission if approved by City Council.
13. Should a right-in right-out limitation be placed on the existing entrance to the site or for any Anoka County Highway Department restrictions that limit access on said entrance, Brown-Wilbert will provide an alternate access entrance that allows left turns onto 221st Avenue within one year or other term approved by the City.

Koller stated I'll make a motion to approve the CUP for Brown-Wilbert on the property near 65 and 221st subject to the regulations listed. Voss asked or recommendations? **Koller stated the ones listed down below.** Voss stated you said 'regulations.' **Ronning stated second.** Voss stated discussion?

Voss stated I think the first question I have is we have a lot of material in front of us, being able to read it, and there's folks here from Brown-Wilbert. If one of you wouldn't mind coming up to answer a few questions? Or, two of you? If you could state your name and address please.

Bruce Bratton, President of Brown-Wilbert, 2280 North Hamlin Avenue, Roseville.

Jack Ashman, 2280 North Hamlin Avenue, Roseville, that's the business address.

Voss stated the first question I have is more of a fundamental question. Is what Jack has read and what was discussed at Planning & Zoning, there are a series of conditions that staff's proposed to put onto the CUP. I guess I'd like to know from your perspective, I mean, you've seen them, I assume. Are there any concerns that you have right 'off the bat' with staff's recommendations?

Mr. Bratton stated the only odd thing that popped out is that we had asked for the display and it sounds like they don't, they want to deny that product display. Voss stated okay, well, it's a recommendation and it's something to discuss.

Davis stated actually the recommendation of the Planning Commission is as written. It does recommend approval subject to Council's approval. I just wanted to bring that to Council's attention that I perceive that as an issue and it's up to Council to make that decision though.

Voss stated I think, Jack, I understand your view on it and I think I can understand why you'd want your product out there for display. I share Jack's concern to the extent that long-term, the City has a vision for this, that whole area and outdoor display of products like this is not in the long-term vision. I'm wondering if there isn't a middle ground. Whereas, for these first six years that part of the CUP, that that be allowed. Because, the idea is, hopefully within six years, that we'll be doing something else in that area that's going to change the use. When that use changes, the CUP is up in six years anyway if this passes the way this is. It would have to be renewed. Correct?

Davis stated the CUP would expire in six years and basically what that does, it allows Brown-Wilbert the opportunity to sell their existing facility and relocate their headquarters

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Development

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Brown-

Wilbert CUP

and manufacturing operations to the City of East Bethel, which is what we hoped would be achieved. Should that fail to happen, then this would still be just a storage and distribution yard and at that time, the CUP would become void unless it's extended by the Council, that use would go away.

Voss asked do you have any concern if there's a 'sunset' on how long you can display outdoors? Or, is it something that's integral to what you do as a business? Mr. Bratton stated well, I would argue with 'integral' but we understand the conditions under the six-year time window. But, if you could give us that display in that time window, I would like that. Then I would like the opportunity at the end of the six years to come back and make a successful argument for why it should stay.

Voss stated you certainly can and certainly it may get passed by an entirely different Council, a different view on how things are done. Things change. Davis stated and again Bruce, this isn't meant to be adversarial. It's just a point that I wanted to bring out to the Council. I don't know how at length it was discussed by the Planning Commission but they're the ones that approve it and it is something for consideration. To me, it's not a 'deal breaker' but it is a concern.

Mundle stated I do have a question on this. It states, 'Brown-Wilbert is required to locate their main manufacturing and corporate headquarters to this location within six years or their CUP becomes void.' So, would that imply that if they do, if their headquarters does locate up here, would the CUP still become void after six years? Or, would it stay in place? Davis stated if they locate their headquarters, then that would fit this operation within the existing zoning and the CUP would not be necessary. Mundle stated okay.

Ronning asked did you by chance bring any kind of visual, pictures or anything, or what the display could look like? Mr. Bratton stated no, I'm sorry, I did not.

Voss stated I think, was that in the Planning & Zoning Minutes? (*inaudible*) pictures of it? Did you send some pictures out Jack? Davis stated there are some pictures in your packet that show an aerial photograph of one of their locations and then a front photograph of a different location. Voss stated I thought I saw some pictures.

Ronning asked what would the setback be? Mr. Bratton stated you need to tell us. Obviously, I'd like to have it as close as possible but I'm assuming there's already setback rules for billboards or items like that.

Voss stated you can't be in the right-of-way so you're already quite a ways back. Right Craig? Off 65? Jochum stated it varies all over but probably at least 180 feet from the center line.

Ronning asked 180 feet from what? Jochum stated the center of the median. Ronning stated oh. Voss stated it's pretty wide. Ronning asked that's the minimal setback? Jochum answered correct.

Harrington stated I've got one question. What was it, six or seven you guys wanted to put out front? Or, was it more? I was at the Planning Meeting but I didn't catch a number. Mr. Bratton stated yeah, we originally said seven and they actually said eight. Harrington stated eight, okay.

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Development
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Brown-
Wilbert CUP

Voss asked are you willing to have that part of the CUP to limit the number? Mr. Bratton stated yeah, we understood we can't just go out there. It's not going to look like a used car lot. Voss stated I'm seeing more than eight in your picture of your existing. Mr. Bratton stated well, what you're seeing is the actual organization of the storage that would be behind the fenced area and that's 300 feet off Highway 65.

Harrington stated I guess I've got a question for Jack. Are road restrictions going to play into this in the Spring when road restrictions come on? Davis stated I don't know. We brought that up. I know your busy season is essentially, probably, I'm assuming May through October. This street out in front of here, if this should ever become a right-in right-out access where you'd have to come down here to turn around, this is a 7-ton street, the whole thing up to the intersection even though the first quarter of a mile has been designed to be a 9- or 10-ton. You'd probably need to get a variance from the Highway Department. Past the first quarter mile, it becomes a 7-ton street during road restrictions. We were just wondering what kind of traffic that you had with your trucks between, say, March and the first of May, generally when road restrictions would apply.

Mr. Ashman stated basically, there's hardly any septic tanks going in and out of there other than the last few houses they've got to finish up or anybody that's septic tank failed. So, basically, we can almost operate underneath the pumper truck where they have to pump in emergency cases. So, that's really what you're doing during the road restrictions.

Davis stated also, too, we recognize that with these you may have to haul smaller numbers or have a truck with more axles to comply. You can get them in and out. But, I just wanted to make you aware that this is a 7-ton street when road restrictions are applied.

Mr. Ashman asked where does the 9- and 10-ton road stop then? Davis replied the Highway Department designed the first quarter mile, that was reconstructed when the traffic light was installed, to either a 9- or a 10-ton standard. But, they post it as 7-ton so you'd have to work out something with the Highway Department to make sure you are clear to operate over that restriction in that one section. Mr. Ashman stated okay.

Davis stated but it is the first quarter mile of street so it does go down to Sandy Drive. Mr. Ashman stated the only problem there is a right-in and a right-out. I have to go out with a left during road restrictions. I can't come right unless I want to back across the Highway. Davis stated here again, that's something you have to work out with the Anoka County Highway Department. And, there are ways to get around it. You can use a truck with more axles or instead of hauling two tanks maybe you have to haul one. I'm assuming that you're weights for your trucks are probably going to be what, around 40,000?

Mr. Ashman stated our trucks with the big septic tank booms weigh about 37,000 empty. Davis stated okay. So, you've got to have five axles if they're empty then. Mr. Ashman stated I could never get the weight off the back axles because of where the booms are at, limited to 45,000 on the back three axles. So, you start figuring 45,000 across three axles empty, you know what I mean, not even loaded.

Davis stated but again, I just wanted to make you aware of the road restrictions that do apply here. As you know, road restrictions can go on as early as the first of March and can sometimes extend up through the middle of May. That is something you'd have to deal with the Anoka County Highway Department on since this is a County road and not a City street.

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Ronning asked what did you say the 35,000 pounds was? That's the empty weight? Mr. Ashman stated that's the empty weight of the truck, our quad truck. It's a tandem with a pusher axle and it's front steer axles. Basically, I suppose they weigh 59,500 divided by four so you can figure out where we're at with axle weight.

Davis stated again, one of the things that we'll be discussing, and we discussed with you too, is the potential access of this property via a service road from the rear. If something like that can be worked out, then I'm sure that we can convince the County to post the first one-quarter mile at 9- or 10-tons. The service road would also be designed and constructed to those same standards so you wouldn't have that issue.

Voss stated I think the City would want that to happen for other uses that are going to be on that road. Davis stated yeah.

Mundle asked where approximately would the entrance to the site be? Would it be about straight across from the residents? Davis stated yes, almost directly across from Dick Cable's driveway entrance. Mundle stated okay.

Harrington stated as far as these displays, are they going to be put on cement pads? I mean, you're going to make it look nice if you put them out there? They're not going to be just thrown out on the... Mr. Bratton stated a septic tank has to set on level ground so we're anticipating you'd actually build up, probably it wouldn't be a circle pad, but a circular pad and then use some kind of decorative block on the base to dress it up. Harrington stated okay.

Ronning stated it would be nice to see some pictures. I kind of, myself, hate to penalize somebody from at least showing what the product is.

Voss asked Jack, we have a proposed service road that goes through this property, correct? Davis responded correct. Voss stated one thing I didn't see within the recommendations is, shouldn't we be getting this right-of-way at this point? Davis stated we are requesting, that's part of the recommendation, that they are requested to dedicate the right-of-way across the portion that they are buying.

Voss asked did I miss that, is that part of the recommendations? Sorry. Davis stated if you'll look on the last page of your packet, there's a rough map that shows the approximate location of that. Voss stated no, I understand the location. I'm just looking at the recommendations as part of the motion. Unless I missed it, I didn't see specific recommendations. Can we make that a condition? Davis stated yes, you can add that. That was supposed to be in there. It's listed in the part of the thing, under #4 Anoka County Highway, that we had requested that they dedicate that. If it's not in there, I would definitely recommend that be one of the conditions that's added.

Voss stated it's in the staff write up, I understand that, but it wasn't in the conditions of the CUP. Mundle stated I believe the Pre-Development Agreement was in it. Davis stated the Pre-Development Agreement was but I would recommend that we make that a separate condition that we request Brown-Gilbert to dedicate the portion of that service road right-of-way that's on the property they are considering purchasing.

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Development

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Voss asked and you're clear on that? What we're talking about with the right-of-way? Mr. Bratton stated we've seen a preliminary map and now Jack just gave us this sketch. We had met with Jack to discuss routes. Voss stated okay, I just wanted to be sure it wasn't a surprise. Mr. Bratton stated no surprise. Voss stated because that's pretty important to have that. Mr. Bratton stated we want that future access to the property. Voss stated yeah, that will be your future access so you've a vested interest in that right-of-way too.

Davis stated I might add that Jack and Bruce were gracious enough to meet with Colleen and myself the morning before the Planning Commission meeting. We reviewed many of these items and then they had a good discussion at the Planning Commission Meeting on them.

Ronning asked you'll acknowledge you're familiar with the Planning Commission recommendations? There are 13 of them. Do you want to review to make sure that we're all talking the same thing? (*Ronning handed the list of recommendations to Mr. Bratton for their review.*)

Voss stated I'd like to make a motion to add an additional condition to the motion which would be:

14. Express dedication of right-of-way as presented in the plans for the proposed service road.

Koller stated I'm fine with that. Mundle stated yeah, I'll second it.

Ronning asked, could you repeat that? Voss stated basically, that the service road right-of-way be part of the condition. The dedication of the right-of-way for the service road be part of the CUP itself. Ronning stated for clarification, is that something they have the power and authority to do? Voss stated yeah, they'll own the property. They're purchasing the property. Ronning stated okay. Voss stated according to Mark, that is allowable. We can require that.

Mr. Bratton asked can we make sure what you as the Council or Jack, the City Administrator, means by the last phrase in #13? What does it mean by, 'provide an alternate access that allows a left turn?' Davis explained what I'm trying to get at there is that if Anoka County ever extended that median and made that a right-in right-out only, then we would want you to provide an alternative entrance that provided a left turn onto 221st so that you didn't have to come down to 221st and find another place to turn around.

Mr. Bratton asked where would that happen? Davis stated that would happen with that service road or with the property that's immediately adjacent to PVS Auto on the south, which is not really a suitable soils condition for building a road. Mr. Bratton stated yeah. I guess as long as it's understood that that left turn really comes via working with the City to get the service road in.

Voss stated also, as we've mentioned, it's a County Road. We don't have jurisdiction on the road. We have a certain amount of influence with the County on what they do there. Davis stated one other item is that we have another session tonight that we'll be talking about this service road as part of the Closed Session matter. Voss stated not this service road. Davis stated a portion of it, correct, as it relates to property acquisition. Voss stated okay.

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Development
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Brown-
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Voss stated so are you satisfied with that? Mr. Bratton answered yes. Voss stated any other discussion?

Ronning stated I would make clear on what we're voting on. Is there 13, now 14 conditions? Vierling advised the first vote will be on the motion to amend, which is to add the 14th condition requiring dedication of the right-of-way following the recommendation of the Anoka County Highway Department. Voss stated so that should have been clear.

Vierling stated if that succeeds, then your next vote will be on all 14 conditions. Voss stated so right now, we're only discussing the 14th. Ronning stated exclusive of anything else. Vierling stated yes. Voss stated so it's just the addition of the right-of-way issue.

Voss asked so is there any other discussion on adding the right-of-way as a condition? Hearing none, all in favor say aye?" **All in favor.** Voss stated opposed? Okay, that amendment motion passes to add #14 to the conditions. **Motion to amend passes unanimously.**

Voss stated now back to the original motion of the entire CUP. Is there any other discussion on that? Ronning stated I just want to verify what my understanding of the 14. Voss asked the 14th addition? Ronning stated no, no, the 14th is clear. Voss stated okay.

Ronning stated #12, 'Applicant is allowed to store septic tanks,' and a vote for one is a vote for all. "Applicant is allowed to store septic tanks in a neat and well organized manner inside the existing fenced area. Screening must be provided for storage yards outside the existing fenced area or storage yards must be located in areas that are shielded in view from Highway 65. The applicant will be allowed exterior display as recommended by the Planning Commission if approved by the City Council.' Ronning stated so #12, put it behind the fence. Vierling stated the stock is behind the fence.

Davis stated the inventory would be behind the fence or screened from view. Then unless you decide to alter the Planning Commission's recommendations of allowing them eight units to be displayed for advertising at the edge of the Mn/DOT right-of-way, that's your choice. But, the Planning Commission recommended that they be allowed eight units for advertising display.

Voss asked and Bruce, you're comfortable with eight units for display? Mr. Bratton indicated in the affirmative.

Voss stated just to clarify, I move that we amend Condition #12 to be explicit to eight display units. Ronning stated I'll second to that. Voss stated any discussion? All in favor to the amendment say aye?" **All in favor.** Voss stated opposed? Amendment passes. **Motion to amend passes unanimously.**

Mundle asked is there any discussion on the life of the exterior display? Voss stated the fact that when we discussed before, in six years if their plant doesn't pan out, this is going to expire anyway. Davis stated the reason for the CUP is that this does not qualify as a permitted use in that zone. The CUP allows them to operate for six years. Within that six year period, they have plans to move their business headquarters and their manufacturing facility here. That would make them permissible within that zone so, therefore, the CUP is no longer needed if they perform that activity. If they don't, then the CUP becomes void unless the Council decides to extend it further.

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Mundle asked if the CUP is no longer needed, is there any, what will happen to the exterior display? Davis stated then they would fall under the regulations of whatever the zoning is for the B-2, or whatever that winds up being once the Comprehensive Plan is redone in 2018. So, it would be just subject to zoning regulations at that time.

Voss stated we could have a whole new set of rules by then. Ronning stated we could have a whole new 'set of faces' here. Voss stated yeah, that could be too.

Jochum stated Mr. Mayor, I'd just like to add, although it would be difficult that they'll ever get access to 65, but if we ever went after a grant fund for that service road, it would be helpful that, they typically want some kind of an agreement that their access control be given up along 65. So, I guess I'd like to add that they would consider working with the City if we did go after a grant at some time, that their access control be given up along 65.

Vierling stated we can make that part of the Development Agreement. As part of the funding mechanism from the State of Minnesota, they're willing to give the money to build the road if you're willing to waive direct access to the highway. Mr. Ashman asked are you talking about coming in off 219th then? Vierling stated no, Highway 65. You'd waive your rights to have a direct access to 65 as opposed to coming out on 219th and 221st.

Voss stated fundamentally, it probably won't affect you because Mn/DOT's never going to give you a driveway anyway to go off Highway 65. And so, what we're talking about is, what Craig's talking about, is when we do these agreements with the State, the State likes us to give up things, and basically is the way to put it and access is their big thing. They're trying to streamline 65.

Jochum stated for example if you platted that lot, you'd have to give it up anyways. They have that as a condition of the plat. But, these are all metes and bounds plats so technically, the State doesn't have access control on 65. Although, it again would be very difficult to permit a driveway for you. But, if that's an agreement if we got some grant money to build the service road, you'd have the service road and wouldn't need the access anyways.

Mr. Bratton stated I don't see a problem with that.

Voss stated I would suggest that we just defer it to the Development Agreement, like you suggested, rather than making it an amendment to the CUP.

Ronning asked does that include what you were saying Craig? Jochum stated yeah. Voss stated they'll work it out in the Agreement. But, the Development Agreement is going to come back to the Council too, isn't it? Jochum stated it will. Voss stated so we'll see it again. Okay, anything else? Anything you'd like to add Bruce? Jack?

Harrington stated I just want to say thanks to Bruce and Jack for picking East Bethel. Thanks for bringing your business here. Voss stated we're excited about it. Mr. Bratton stated thank you. Voss stated so I don't know if you heard my joke but I thought it was ironic that a septic tank company is coming up to East Bethel where we're trying to put in sewers. Despite all that, I'm excited. Mr. Bratton stated life is full of contradictions, isn't it?

7.0A

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Development

Voss stated okay, if no further discussion, all in favor say aye?" **All in favor.** Voss stated any opposed? Motion passes. **Motion as amended passes unanimously.**

7.0A.1

Brown-
Wilbert CUP

Voss stated welcome to East Bethel. Ronning stated like Tim said, thanks for, when I see some of the permitting process that contractors have to do, it's mind boggling. I don't think any, including myself, anybody had any clue about how much work you go through to get those things. Thanks for your effort and thanks for coming. Mr. Bratton stated thanks to you for your help.

7.0B

Engineer

7.0B.1

Castle Towers
WWTP
Decommission
Bid

Jochum presented the staff report indicating the plans and specifications for the Castle Towers Wastewater Treatment Plant Decommissioning Project have been prepared and are attached for Council review. This project will include removal of all site buildings, biosolids, underground piping, and the lagoon liner. Upon completion of this project, the property could be considered for other uses. It is anticipated that mass grading of the site would be required to prepare the site for other uses in the future. This project will be financed from the remaining Sewer and Water Bond funds. The estimated cost of this project is \$200,000.

Staff is recommending approval of Resolution 2015-33 Approving Plans and Specifications for the Castle Towers Wastewater Treatment Plant Decommissioning Project and Direction to Solicit Bids.

Voss stated staff has presented a resolution. Is there a motion? **Koller stated I'll make the motion to submit for bids.** Voss asked Jack, you want that as proposed? You want the resolution moved, right? Davis stated please. **Ronning stated second.** Vierling stated the motion would be to **approve Resolution 2015-33.** **Koller stated yes.** Voss asked is that clear Tom? **Ronning replied yes.** Voss stated any discussion?

Voss asked Craig, is there much material removal anticipated? Jochum stated yes, about 6,000 cubic yards. Voss stated what I'm thinking about is truck traffic driving by Brian's house. It's a pretty tight neighborhood to have a lot of truck traffic. So, are their considerations in the bids for haul times? Jochum stated actually yeah, the typical working hours are 7 to 7. That's something we could modify. Voss stated okay. Ronning asked how about midnight to 4 while Brian's sleeping? Voss stated then you're giving the public your phone number so at 2 o'clock in the morning. Koller stated we'll allow jake brakes. Voss stated yeah, no jake brakes.

Jochum stated the wastewater lagoon is pretty full. Voss stated yeah, I remember that. Ronning asked is there anticipated or known hazardous waste that we have to consider with this? Jochum answered no, it's been tested and I guess our hope is that the contractor finds a land application spot. Or, our \$200,000 budget is going to go 'out the window.' That's why we're giving them, I think, until July 10th. Some time to look for application areas and work with area farmers to get this land applied. It does qualify for that with the tests we've done. Voss stated it's a big quantity to get rid of.

Voss stated when you prepare the detailed specs, I guess my suggestion would be at least for the hauling, is make those hours a little bit more restrictive like 9 to 3. It avoids breakfast time. It avoids dinner time. That's when the kids are out too. Okay, any other discussion?

7.0B.1
Castle Towers
WWTP
Decommission
Bid

Harrington stated I'm sure this is included Craig, but all that fencing will come down too? The fencing in front where they have the gate? Jochum stated as of right now it is not, no. Harrington stated not, okay. Jochum stated but it could. Harrington stated after they're done grading and everything, pull that fence where they have the gate there right now. I mean, if you ever go to sell that land. Voss stated well, I think we still want security afterwards, somehow. Jochum stated just to reiterate, we did not do much mass grading on this project because we don't know what it will be used for in the future and I think the type of contractor that's going to bid this work won't give us very good bids on grading dirt. It's kind of two different contractors. I think we get it cleaned up, be done with the PCA, and you'll have more flexibility to do what you want with whatever you want to do with the land.

Voss stated and it shouldn't reduce the marketability of the land for future use if it's just cleaned up and not graded flat. Jochum stated correct. The only thing we'll do is open up the lagoon so it doesn't fill up. We want that draining.

Ronning stated for the benefit of people that might be watching, could you explain why we're doing this, do we own it, and what happens afterwards. We're doing it for a reason. Jochum stated correct. The City has owned this plant since about 2004. The plant was built in the early 1970s and is at or near the end of its life. The lagoon is full. So, a lot of this cost would have to be done one way or the other. Last year, in July, we got the forcemain system running that takes this wastewater down to the new Met Council plant. So this plant is no longer needed so no need to rebuild it. Probably looking at a cost of \$2 to \$3 million to rebuild this thing and clean it up with really no need to do that. So, we're in the process now and this project would basically clean that site up and decommission it and provide, I think it's about 7.5 acres of land for some other use.

Ronning stated and we're doing this because we own it and we have the responsibility. Jochum replied correct. Ronning stated thank you.

Voss stated any other discussion? Hearing none, all in favor of the motion say aye?" **Harrington, Koller, Ronning and Voss-Aye; Mundle-Abstain.** Voss stated motion passes. **The motion passes.**

7.0C
City Attorney

None.

7.0D
Finance
7.0D.1
2016 Budget
Meeting
Schedule

Davis presented the staff report indicating it has been City Policy that staff submits the preliminary City Budget for the coming year to Council in the first week of July. Staff is proposing that the 2016 draft budget be presented to Council at a Work Meeting prior to the regularly scheduled Council meeting on July 1st, or at a Work Meeting on July 8th, or other time as desired by Council.

Staff will present the requests in the draft budget and will be prepared to answer Council questions concerning the proposal.

Staff requests Council to set a date for the 2016 Draft Budget presentation and provide direction as to any changes in the format of the discussion.

Ronning asked is a Work Meeting in June scheduled yet? Davis stated there's one for the end of June. The reason we didn't propose it for that time is usually the Sheriff's Department is the very last one to get their budget numbers in and it will be even, maybe

pressing, by July the 1st. We anticipate we should have that but we may not have it by the end of June. Since that constitutes about 20% of our budget, I want to have some good numbers in there.

Voss asked is the Sheriff planning to present their budget to the Council? Davis answered the Sheriff will be here to present. Voss asked at the Work Meeting? Davis responded at the Work Meeting and they generally present it at the Work Meeting when we present the Budget.

Mundle stated so you'd like the Work Meeting after July 1st? Davis stated that's entirely up to you. If we do it prior to the Regular Council Meeting, we need, probably, at least two hours for the first session by the time we go through it and the Sheriff's part of it, makes their presentation. But, I just wondered if July the 8th is too early, if anybody had any vacation plans, or if you even want to wait until the scheduled Work Meeting at the end of July.

Ronning stated in as much as it is a Work Meeting, we can do that with or without Council action, can't we? Voss stated you can't have Council action. Ronning stated no, no, we don't need Council action to meet regarding those subjects. Davis replied no.

Vierling stated I would certainly recommend there be Council action to establish the Work Meeting because you do have to post it. Voss stated our Work Meetings are set. Davis stated correct. Voss stated at the last, the fourth Wednesday. Davis stated yeah, the fourth Wednesday of the month. Voss stated so those are set. So, you're saying that June one will be too early. Davis stated the June one will probably be too early because we may not have the Sheriff Department information on there. You know, we can get some verbal from them but it may be, you know, a half a percent or a percent off either way. In their case, that's a substantial number.

Ronning stated you can schedule multiple, spread it across two meetings, I assume. Davis stated if you want to do it at the end of June, we can go ahead and try that. Ronning stated I was thinking about moving for the Work Meetings in June and July and just leave it open to that extent.

Voss stated what my suggestion would be is have the Budget presentation at our scheduled Work Meeting in June. Then have the Sheriff actually at the Council Meeting on the 1st and have them make the presentation at the Council meeting. I don't think it has to be the same night as the Work Meeting because the Work Meeting is pretty much just presentation by staff. I don't anticipate a whole lot of back and forth. Davis stated no, not really. Actually, you know, there really are only two budgets that there's generally only questions on of significance: the Fire Department and Public Works. So, we would go over all the Department budgets for the General Levy and then go over the bond proposals for that financing part of it and the Enterprise Funds. So, we can definitely break the Sheriff's Department out and have it on the 1st and then combine them and talk about everything again the end of July.

Voss stated to me, I mean, the Sheriff's Budget is a million dollar budget and I think it's important for the public to see it and Sheriff Stuart usually represents himself. That would be my suggestion.

Mundle stated well, the June 24th meeting, I would not be able to make it. Voss asked that's the Work Meeting? Mundle stated that would be the June 24th, the last Wednesday, I would not be able to make that.

Koller asked what about July 8th? Voss stated I'm fine with July 8th. Mundle stated as far as I know I am. Koller stated I'm open. Voss stated I'm just checking with Tim. Koller stated he's retired. Voss stated you said it. I wasn't going to. He's listening, these guys, they don't have time for anything anyways. Ronning stated I was better off working. But yeah, I'm open. Thank you.

Voss stated if the Sheriff wants to present at the July 1st meeting, I think that's fine. Davis stated I'll check with him and that will give him two dates to do it. Voss stated even if it's the second Regular Council Meeting, I mean, do you agree to have the Sheriff at a City Council meeting instead. The Council indicated their agreement. Voss stated okay.

Harrington asked another Work Meeting on the 8th? Voss stated the 8th, July 8th. Harrington stated okay. Voss stated I'd suggest that, hopefully, it's in lieu of the regularly scheduled one the end of July. The worst month to have four meetings in.

Mundle asked what time do we want to set? Voss stated 6. Koller stated 6 o'clock. Mundle stated 6 o'clock on the 8th.

Vierling advised you will want to take action by motion to establish that Work Meeting at that time. **Mundle stated make a motion to establish a Work Meeting on July 8th at 6 p.m. Harrington stated I'll second.** Voss stated any discussion? All in favor say aye?" **All in favor.** Voss stated opposed? None opposed. Motion passes. **Motion passes unanimously.**

7.0E
Public Works

None.

7.0F
Fire
Department

None.

7.0G
City
Administrator

(At this point, Koller left the Council Chambers.)

7.0G.1
Ice Arena
Management
Contract

Davis presented the staff report indicating staff requests direction from Council as to selection of a contractor for the Ice Arena or a decision to operate the Arena under City management. If there is a change of management of the facility to City supervision, staffing needs will need to be addressed immediately and the transition of management duties and scheduling will have to be coordinated with the outgoing vendor.

Staff requests that Council approve a private vendor for the Arena Management Contract. This is one of those activities that outsourcing of the duties will result in more efficiencies and economies than the facility operation by the City.

The City's budget is \$79,000 for this service for the 2016 Budget. Both proposals that we've received exceed this amount and it is recommended that the contractor selected recognize the need to negotiate their quote for services. It is proposed that Council consider the contract term for this service for two years.

Should the City operate the Arena, staffing costs alone could exceed this budget amount. These staffing costs do not include the extra time the Public Works and City Hall staff would be required to train, supervise, and provide administrative support for an Arena Manager and undetermined number of part-time employees.

Staff recommends that Council consider approval of a contractor to provide management services for the City Ice Arena and vote for that approval at this meeting tonight. Should Council approve this recommendation to select a contractor, it is recommended that Council direct staff to negotiate a contract for these services with the contractor and present a negotiated contract for consideration of approval at the June 17, 2015, City Council Meeting.

Mundle stated make a motion to select Gibson Management for contractor for the East Bethel Ice Arena. Voss asked is there a second to the motion? **Ronning stated I'll second.** Voss stated discussion?

Voss stated it's a two-year contract, it said in the staff report, right? Mundle stated yes, I believe so. And, I believe when staff proposed negotiation that I believe those problems at the last Work Meeting that we offered as a one year with a one-year option. Davis stated we have no objection to that.

Harrington stated so let me clarify this. You want to go two years? Or, one year? Mundle stated as it was, overall it would be two years but it would be one year with a one-year option. Davis stated I think as we discussed, it could be up to two years. The contract would be negotiated for one year and then upon completion of a successful performance review, staff would make a recommendation to Council to consider extending the contract for another year.

Ronning asked and this recommendation is to enter into negotiations? Mundle replied yes. Ronning stated and whatever contract might be arrived at would come back for a second look. Voss stated yeah, we'll see it again. Davis stated we're just requesting that you approve the contractor so that we can begin the negotiations with them and we would bring you that contract back at the next Council meeting. Voss stated any other discussion?

Ronning stated yeah. I've been opposed to this for a long time. I don't think that we've had any 'teeth' to have any type of benchmarks or things to really go back and say that, 'This hasn't been done. That hasn't been done.' Maybe it would be something you can complain about but it wouldn't have any, there's no 'teeth.' So, I'd like to see staff add some benchmark requirements or something to bring back for us to look at. Mundle stated I'd be open to that.

Davis stated staff has been working on that. Mr. Ronning dropped by the other day and he and I had some discussions and what we'll be focusing on are some of the major issues that we've had in the past and address issues of facility cleanliness, maintenance, and communications.

Voss stated all right, any other discussion? Hearing none, all in favor of the motion say aye?" **All in favor.** Voss stated opposed? None opposed, that motion passes. **Motion passes unanimously.**

(At this point, Koller returned to the Council dais.)

8.0 Other

Davis stated staff has no updates at this time.

8.0A

Staff Reports

8.0B

Council
Report –
Member
Koller

Koller stated well, I was at the Planning Commission and we already went over all of that. I was at Sunrise Watershed. We're working on budgeting and starting the plan for future projects. Some of our projects are in the process right now on carp traps along Sunrise River. The contractor is pouring cement right now, I believe. That's about it.

Council
Member
Mundle

Mundle stated nothing official but I have been to a couple of the City parks over the last month and they're looking very good. I'd like to thank Public Works for all their work on all the City parks. If anybody in the community hasn't been out or do not know where the City parks in the community are, visit East Bethel's website and there are pages dedicated just to the City parks and what amenities they provide to the community. That's all I have.

Voss stated I imagine they are mowing constantly right now.

Council
Member
Ronning

Ronning stated I don't have very much. I filled in at the Booster Day Meeting this past time and everything is pretty much 'on target.' There's a couple interesting things, I think, that would be a nice thing to advise people of. Jack was there. Is that firm? That exhibit type thing in the back of Booster West?

Booster Day

Harrington asked the airplanes? Ronning responded yeah. Davis stated yes, I was informed that the Anoka County Radio Controlled Airplane Club would be having demonstrations there from, I think, 2 to 5 o'clock on Saturday afternoon over in Booster East. Ronning stated oh, Booster East. Davis responded correct.

Ronning stated there's a number of things they're trying to include. I don't know what they all are but certainly invite everybody to come out and celebrate the Booster Day event.

Voss asked was there discussion about the waterball tournament? Davis stated I wasn't at the meeting so I don't know if that invitation has been extended to Ham Lake or not. Voss asked a challenge to their City Council? Ronning stated it was a pretty small meeting and not very much conversation. Davis stated I'll check with Mark tomorrow and make sure he's aware of that. He can talk to their Fire Chief. Voss stated yeah, I can call Mayor Van Kirk too and make that challenge. Ronning stated that's all I have.

Council
Member
Harrington

Harrington stated I'd just like to remind everybody that Highway 22 is going to be closed from University to Flamingo from now, June 2nd until August 7th. I don't know what the detour is but it's going to be closed for a couple months. Voss stated it's a pretty broad detour. It's a big detour.

Tours

Davis stated I did have one thing. This is for Council. The Parks Commission meeting for June 10th will be held at the Cedar Creek Ecosystem and Scientific Reserve Headquarters and they'll be doing some tours and have some vehicles there. So, we will post that as a Council meeting. Also, the Roads Commission is having their roads tour on June 9th so if any one of you would like to go on that, let us know and we can post that as a meeting also.

Harrington stated that's it.

Business
Retention &
Expansion
Program

Voss stated a question I have on the EDA, with the BR&E Program, I know, at least the last I heard, they're still looking for task leaders. Have they filled those slots yet for task leaders? Davis stated Colleen went down and talked to a group at Coon Lake, she talked to CLIA and I think there's three or four potential prospects there that are going to volunteer. Doug Welter is still working on trying to secure other volunteers. I think they needed six more so I think there's probably three from the CLIA group that may be willing to serve on that.

Voss stated I thought June was kind of critical on that timing to get at those tasks. Davis stated it is. They need to get everything done by the end of June on that membership. And again, the fallback plan on that is if they don't then we'll draft some people. Voss stated okay.

Star of the
North
Academy
Commence-
ment
Service

Voss stated I was contacted by the Director of the Star of the North Academy, which is our newest charter school that is in the old Our Saviour's building on Viking Boulevard. And, originally I was invited to be at their commencement, basically, on Friday, for their school. Unfortunately, I'm out of town. I think that the Chief is going to be there, is what I heard. Davis responded that's correct.

Voss stated so for those that don't know, this is their first year. I did go meet with them today and toured the school, which was quite interesting. I was surprised at how many students they have there. I mean, it's pretty full. They have a lot of classes there already. And, it sounds like it was kind of a struggle to start but they're finishing strong on their first year and they're very happy. So, I was honored to be asked to be at the commencement but I'm not going to be there. That's good that, it's one of our newest community members. I think a lot of the public don't even know that they're there. So, I encouraged them to be involved. I know they're working with Jack and Colleen and Mark and Nick on building issues.

Rural
Residential
Lot Size

Voss stated the last thing I have is a questions because I saw it was discussed at P&Z again. The status of resolving the conflict we have on the 2.5 acre residential lot size. Where are we at with that Jack? Davis responded from a resolution or getting this resolved at the Met Council level, we're still essentially where we were. They've changed their representative to us again so we're starting back over from 'square one.' Our previous planning rep, Anna Liekerts, resigned about six weeks ago. So, we're setting up a meeting with the new individual to try to rectify that error that was made, somehow, when the new Comp Plan was submitted to Met Council. We're still working with two individuals who have an expressed desire to subdivide some areas in the Rural Residential Zone. They're not ready to move just yet but as soon as we get that next meeting set up with the Met Council rep, we hope to at least get some resolution to the matter or direction on what our next step is. The Planning Commission has indicated, too, that all this was news to them. They were never part of any process to change our Rural Residential zoning to 1 in 10.

Voss stated yeah, I'm convinced of that. Everyone is clear that no one expected this. The question I'd have is I don't want to see this drag out any longer. It needs to be, I mean, with out legal muscle right away, I would think we would have some recourse legally just to push this through. Right now we're trying to do this with discussions and negotiations. And, my thought is I don't want to sit and ask for permission to get this changed. I think we need to be a little bit more forceful and say, 'This is what it should be. We don't know what happened. How does the Met Council fix this problem.'

Rural
Residential
Lot Size

Mundle asked do we know any of the history of why it was changed yet? Because, I know no one knew. Voss stated there's no 'why.' Davis agreed there is no 'why.' We've gone back and researched everything that's in the previous Comp Plans and Planning Commission minutes and discussions and this was never brought up. It just appeared on a map that shows densities for the Rural Residential Zone. It was somehow included in the Comp Plan, showed 1 in 10, back in 2008. Apparently the reason this was never caught is because there were no plats filed after 2008 so it hasn't been a subject of issue up until recently. It was, strangely enough, incorporated in our Zoning Ordinance standards as to what densities were and I don't know how that happened. That was prior to my time in dealing with this.

Mundle asked didn't a previous Council have to approve this to make it happen? Davis stated it was approved when the Comp Plan was approved in 2008. Mundle stated okay.

Voss stated I was on Council and I can say very clearly the other four people that were on Council would say the same exact thing. There was no way that we changed that. No way was it a Council action. Mundle asked somehow just got through? Voss stated maybe it was a Council action because we had to approve the document at some point. But, we didn't make any kind of furtive movement on that particular issue. That's the whole basis of everything, keeping the rest of the City the way it was.

Davis stated the Planning Commission adamantly insist that they never discussed this, it was never brought to them about changing the density requirements. Voss stated that Comp Plan never would have been passed, would never have gotten a single vote, with that. So, there's something fundamental that happened there.

Voss stated my point is we shouldn't be negotiating a change. It's like we need to lay it out to them and say, 'This was wrong.' Davis stated with the previous representative that's, even though we did it as tactfully as possible, we told him this was incorrect and we showed them how we related to other cities and what their density standards were and we're out on an 'island.' I mean, even Linwood Township has lower densities. Oak Grove does. They have a couple places where they have 1 in 10 but that's in their MUSA District and that was required by Met Council to keep that area essentially undeveloped until services came there. Most of the rest of the City is 2.5 or 1 in 5. St. Francis is the same way. Ham Lake is less than us. So, by doing this, by incorporating these standards on us, that places us on an 'island' and places us in an even worse situation of trying to get development. It's counter productive to what they need for us to succeed in meeting our growth goals for the City. Voss stated okay. If at the next Council Meeting you can bring back a short report on where we're at on that too. That is all I have.

8.0C
Other
Aggressive
Hydraulics

Harrington asked Steve, can I add one more? Voss replied sure. Harrington stated from the City Council and Mayor, I'd like to say congratulations to Aggressive Hydraulics for their USA Small Business Award. Voss stated absolutely.

8.0D
Closed
Session
Property
Acquisition

Vierling stated for the members of the public and for the benefit of the record, we note that the Council is about to go into Closed Session to review issues of property acquisition and authorize for Closed Session under Minnesota Statutes 13.D.05, Subd. 3(c). Council will go off record and review matters, coming back into Open Session following the completion of that Closed Session and then we'll announce any action that has been taken during that Closed Session. Mayor, I request a motion be made to go into Closed Session for the purposes I have indicated.

Move to Closed Session **Mundle stated I'll make a motion to go into Closed Session at 8:12 p.m. Koller stated I'll second.** Voss stated any discussion? All in favor say aye?" **All in favor.** Voss stated opposed? Motion passes. **Motion passes unanimously.**

Reconvene Open Session Vierling stated we will note that the Council has come back into Session. It's approximately 9:41 p.m. They did go into Closed Session to review issues of property acquisition as it affects Property Identification Number 29-33-23-33-0002 within the City of East Bethel. Closed Session was attended by all Members of the Council and the Mayor. It was also attended by City Administrator, Mr. Jack Davis, City Engineer Craig Jochum, and myself as the Attorney. There were no specific motions taken or made by the Council during the Closed Session. Staff was given instruction on strategy and direction relative to the issues that were presented. Thank you.

Voss stated thanks Mark.

9.0 Adjourn **Koller stated I'll make a motion to adjourn. Mundle stated I'll second.** Voss stated any discussion? All in favor say aye?" **All in favor.** Voss stated opposed? Motion passes. **Motion passes unanimously.**

Meeting adjourned at 9:42 p.m.

Submitted by:
Carla Wirth
TimeSaver Off Site Secretarial Inc.

LG240B Application to Conduct Excluded Bingo

No Fee

ORGANIZATION INFORMATION					
Organization name East Bethel Seniors, Inc.	Previous gambling permit number XB-06892-14-004				
Minnesota tax ID number, if any Federal employer ID number (FEIN), if any					
Type of nonprofit organization. Check one. <input type="checkbox"/> Fraternal <input type="checkbox"/> Religious <input type="checkbox"/> Veterans <input checked="" type="checkbox"/> Other nonprofit organization					
Mailing address 2241 221st Avenue NE	City East Bethel	State MN	Zip code 55011	County Anoka	
Name of chief executive officer [CEO] Sue Sjobeck		Daytime phone number		E-mail address	
NONPROFIT STATUS					
Attach a copy of ONE of the following for proof of nonprofit status.					
<input type="checkbox"/> Nonprofit Articles of Incorporation OR a current Certificate of Good Standing. Don't have a copy? This certificate must be obtained each year from: Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103 Phone: 651-296-2803					
<input type="checkbox"/> IRS income tax exemption [501(c)] letter in your organization's name. Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.					
<input checked="" type="checkbox"/> IRS - Affiliate of national, statewide, or international parent nonprofit organization [charter] If your organization falls under a parent organization, attach copies of both of the following: a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and b. the charter or letter from your parent organization recognizing your organization as a subordinate.					
EXCLUDED BINGO ACTIVITY					
1. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Has your organization held a bingo event in the current calendar year? If yes, list the dates when bingo was conducted. _____					
2. The proposed bingo event will be: <input checked="" type="checkbox"/> one of four or fewer bingo events held this year. Dates <u>Saturday, July 18, 2015</u> OR <input type="checkbox"/> conducted on up to 12 consecutive days in connection with a: <input type="checkbox"/> county fair. Dates _____ <input type="checkbox"/> civic celebration. Dates _____ <input type="checkbox"/> Minnesota state fair. Dates _____					
3. Person in charge of bingo event <u>Sue Sjobeck</u> Daytime phone _____					
4. Name of premises where bingo will be conducted <u>East Bethel Senior/Community Center</u>					
5. Premises street address <u>2241 221st Avenue NE</u>					
6. City <u>East Bethel</u> If township, township name _____ County <u>Anoka</u>					
Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to www.gcb.state.mn.us and click on Distributors under the WHO'S WHO? LIST OF LICENSEES , or call 651-539-1900. <p style="text-align: center;">Be sure to complete page 2</p>					

CHIEF EXECUTIVE OFFICER'S SIGNATURE

The information provided in this application is complete and accurate to the best of my knowledge.

Chief executive officer's signature *Susan Sjobeck* Date 5/29/2015
 Print name Sue Sjobeck

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

**CITY APPROVAL
for a gambling premises
located within city limits**

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print city name East Bethel

Signature of city personnel _____

Title _____ Date _____

Local unit of government must sign

**COUNTY APPROVAL
for a gambling premises
located in a township**

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print county name _____

Signature of county personnel _____

Title _____ Date _____

TOWNSHIP - If required by the approving county.

On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. [A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.166, Subd 2.]

Print township name _____

Signature of township officer _____

Title _____ Date _____

MAIL APPLICATION AND ATTACHMENT

Fax the application and a copy of your proof of nonprofit status to (651) 639-4032 or mail to:
 Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

You will receive a document from the Gambling Control Board with your excluded permit number for the bingo activity. Your organization must keep its bingo records for 3-1/2 years.

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board.

All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney

General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

**2015-2016 Liquor License Renewal List
For Approval at the June 17, 2015 City Council Meeting**

NAME OF LICENSEE	ON-SALE	OFF-SALE	ON-SALE 3.2	OFF-SALE 3.2	SUNDAY SALES	WORKERS COMP	BACKGROUND FORMS RECEIVED	INSURANCE CERTIFICATE	CHECK PROCESSED
BLUE RIBBON PINES	--	--	\$250.00	--	\$200.00	Yes	Yes	Yes	5/14/2015
							Total of five owners		
COOPER'S CORNER	--	--	--	\$150.00	--	Yes	Yes	Yes	5/14/2015
							Total of four owners		
COOPER'S CORNER LIQUOR	--	\$380.00	--	--	--	Yes	Yes	Yes	5/14/2015
							Total of four owners		
E.J.'S BOTTLE SHOP	\$3,500.00	\$280.00	--	--	\$200.00	Yes	Yes	Yes	5/14/2015
							Total of two owners		
GO FOR IT	--	\$380.00	--	--	--	Yes		Yes	5/18/2015
							Total of one owner		
HIDDEN HAVEN COUNTRY CLUB	\$3,500.00	--	--	\$150.00	\$200.00	Yes	Yes	Yes	5/14/2015
							Total of one owner		
HUNTER'S INN	\$3,500.00	\$380.00	--	--	\$200.00	Yes			6/3/2015
							Total of one owner		
MOONSHINE WHISKEY	\$3,500.00	--	--	--	\$200.00	Yes			5/18/2015
							Total of one owner		
ROUTE 65 DISCOUNT LIQUORS	--	\$280.00	--	--	--	Yes	Yes	Yes	5/14/2015
							Total of two owners		
ROUTE 65 PUB & GRUB	\$3,500.00	--	--	--	\$200.00	Yes	Yes	Yes	5/14/2015
							Total of two owners		
SMOKEY'S PUB N' GRILL	\$3,500.00	\$380.00	--	--	\$200.00	Yes		Yes	5/15/2015
							Total of three owners		
VIKING MEADOWS	\$3,500.00	--	--	--	\$200.00	Yes		Yes	6/3/2015
							Total of four owners		
WAYNE'S LIQUOR	--	\$380.00	--	--	--	Yes	Yes	Yes	5/12/2015
							Total of one owner		

If highlighted, we have not received all information needed to meet requirements.



To: City of East Bethel
 2241 221st Avenue N.E.
 East Bethel, MN 55011
RE: HGAC Contract FS12-13

Date: 06/08/15

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the City of East Bethel, hereinafter called the BUYER and an officer of Rosenbauer Minnesota LLC, a division subsidiary of Rosenbauer America, hereinafter called the COMPANY, the following apparatus and equipment:

One (1) Rosenbauer Heavy Duty EXT Aluminum Tanker Body	\$177,218.00
One (1) Freightliner M2-106 2 door chassis	\$ 88,854.00
TOTAL ...	\$266,333.00**

Two Hundred Sixty Six Thousand Three Hundred Thirty Three Dollars and 00/100.

All of which are to be built in accordance with the specifications and drawing attached which are made a part of this agreement and contract. Total contract price includes required HGAC interlocal agreement fee and an apparatus familiarization class on an agreed upon day between manufacturer and East Bethel FD after unit is delivered.

****CHASSIS IS TO BE PROGRESS PAID FOR IN THE AMOUNT SHOWN ABOVE UPON ITS COMPLETION AND ARRIVAL AT THE APPARATUS MANUFACTURERS FACILITY OR ADDITIONAL INTEREST CHARGES WILL APPLY.**

Delivery: The estimated delivery time for the completed apparatus, is to be made 330 calendar days after receipt of and approval of this contract duly executed, (Chassis must arrive within 180 days or delivery may be delayed) subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The Company can not be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the Company receiving complete and accurate paperwork from the Buyer and that no major changes take place during pre-construction, mid point inspections or final inspections. Changes required or requested by the Buyer during the construction process may be cause for an increase in the number of days required to build said apparatus.

Payment Terms: Final payment for the apparatus shall be made at time of final inspection and pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to pick up. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon pick up of the apparatus by the Buyer, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, the Company shall be given reasonable time to correct same. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer.

Respectfully submitted,

BUYER

BIDDER GENERAL SAFETY FIRE APPARATUS INC.

We accept the above Proposal and enter into contract with signature below.

Dealer _____
 Dealership Principal

_____ Title _____

_____ Title _____

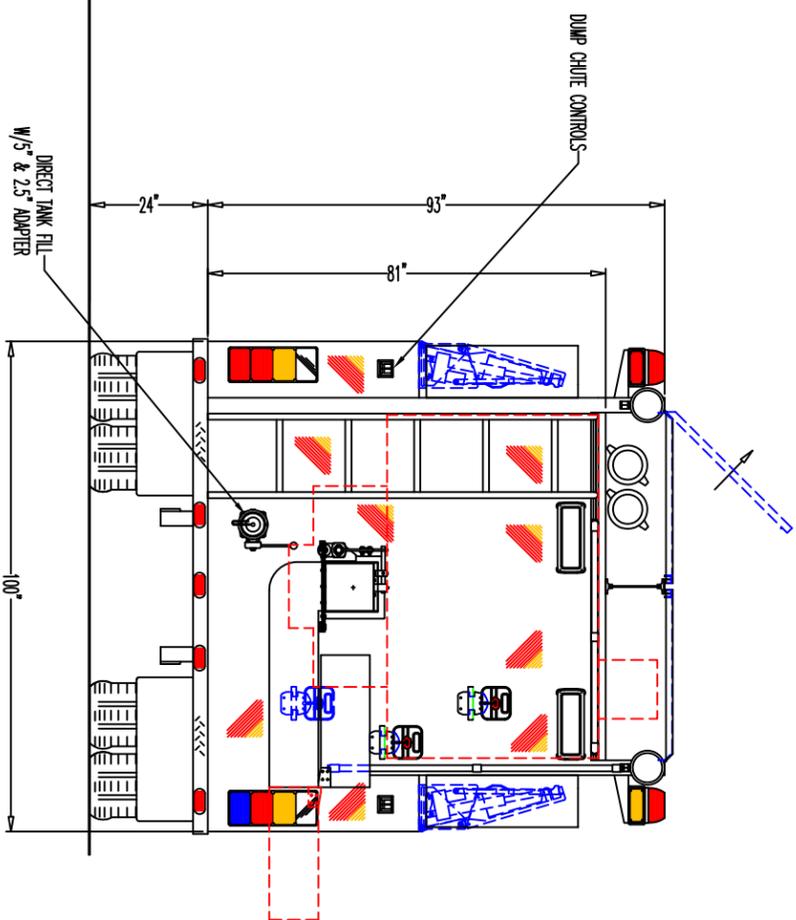
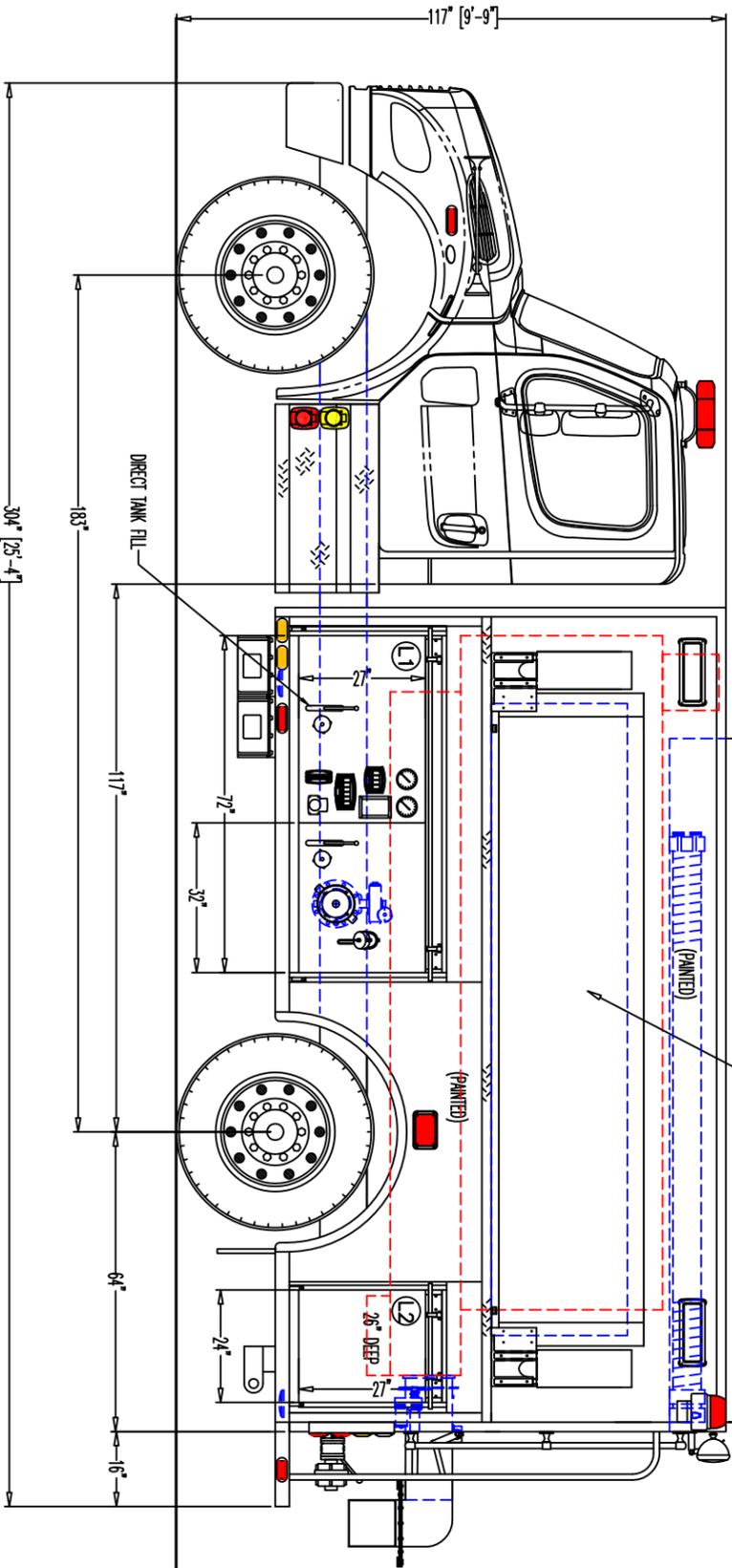
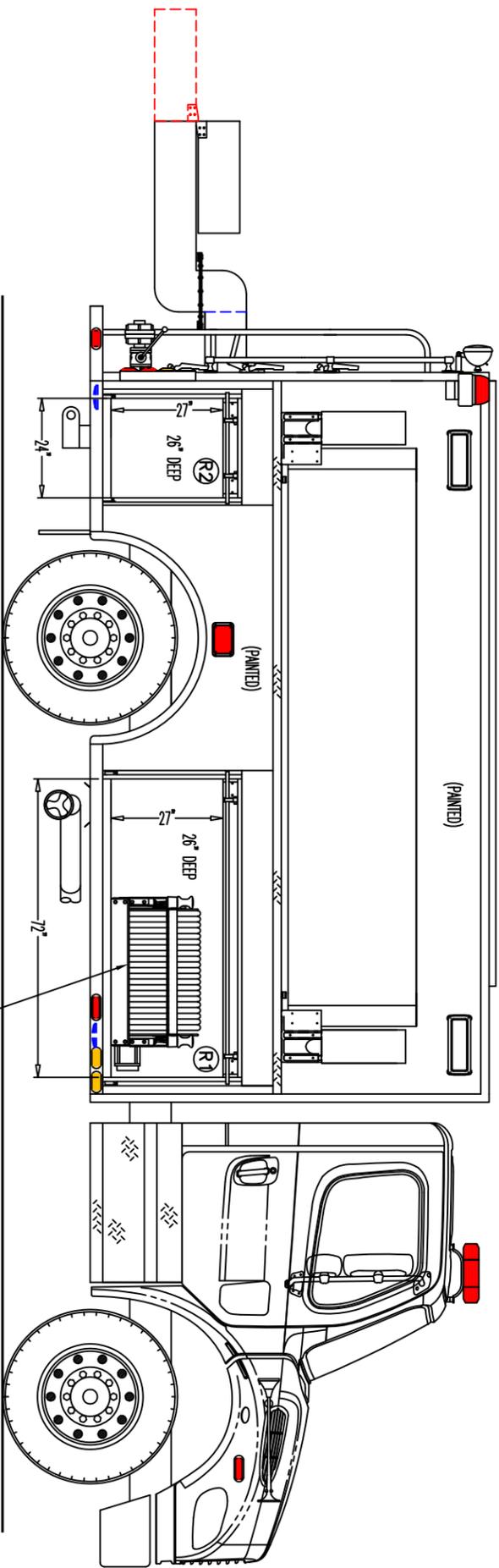
_____ Date

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company putting the document in force.

ROSENBAUER MINNESOTA LLC.

_____ Title _____

_____ Date _____



- NOTES:
1. OVERALL HEIGHT IS IN LOADED CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.
 2. DO NOT SCALE DRAWING.
 3. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO ENGINEERING CHANGES.
 4. DRAWING MAY OR MAY NOT SHOW ALL ITEMS AS DESCRIBED IN THE WRITTEN DETAIL SPECIFICATIONS.
 5. INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT.

REVISION:	CHG	DATE:
REVISION:	CHG	DATE: 06/08/2015 (R-44)
REVISION:	CHG	DATE: 06/03/2015 (R-43)
REVISION:	CHG	DATE: 06/02/2015 (R-42)
REVISION:	CHG	DATE: 06/02/2015 (R-41)
REVISION:	CHG	DATE: 05/19/2015 (P-4088-07)

APPROVED BY:	MAXIMUM HEIGHT	MAXIMUM LENGTH	BODY WIDTH
	NONE	NONE	100"

CHASSIS:	TANK:
FREIGHTLINER M2 106	POLY 2000
PUMP: WATEROUS CLVK 500 GPM PTO	TYPE: PUMPER
	AERIAL: N/A

-PROPOSED-
EAST BETHEL

ROSENBAUER EXT
P5888

City of East Bethel
June 17, 2015
Supplemental Payment Summary

This is a supplemental listing of invoices that were received after the creation of the Council packet. Due to the invoice deadline and the timing of the next Council meeting, they could be deemed as late payments which could possibly accrue late fees and/or finance charges if not paid by the due date.

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Central Services	Office Equipment Rental	280478215	US Bank Equipment Finance	101	48150	\$269.50
Fire Department	Software Licensing	SI-301107	Swissphone	101	42210	\$894.24
Payroll	Insurance Premiums	6050492	Delta Dental	101		\$805.75
Payroll	Insurance Premiums	1.5167E+11	Preferred One	101		\$7,636.93

\$9,606.42



City of East Bethel City Council Agenda Information

Date:

June 17, 2015

Agenda Item Number:

Item 8.0 A.1

Requested Action:

Administrative Subdivision Request – to subdivide a metes and bounds parcel into two lots.

Applicant: Karl Komec, Estate Executor

Owner: Jeffrey Medelberg Estate, 20381 East Bethel Blvd., PID # 22-33-23-11-0006

Zoning – Rural Residential (RR)

Mr. Komec, on behalf of the Medelberg Estate, is requesting the subdivision of 20381 East Bethel Blvd. into two separate parcels for the purpose of selling 5.0 acres for a residential lot where the existing home is located. The remaining acreage, 24.53 acres, would remain in its current use. The existing property is a Metes and Bounds parcel and he is allowed to divide off one lot from the original through the Administrative Subdivision process.

Recommendation:

The Planning Commission recommends approval of the Administrative Subdivision request by Karl Komec on behalf of the Jeffrey Medelberg Estate as described in Attachment 1.

Attachments:

1. Subdivision Plat
2. Location map

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

MINOR SUBDIVISION

~for~ THE ESTATE OF JEFFERY MEDELBERG

~of~ 20381 EAST BETHEL BLVD
EAST BETHEL, MN 55011

PROPERTY DESCRIPTION:

That part of Government Lot 3, Section 22, Township 33, Range 23, Anoka County, Minnesota, lying south of the north 469.50 feet thereof, and lying north of the south 412.00 feet thereof, and lying east of the centerline of County State Aid Highway No. 15, said centerline being described as follows:

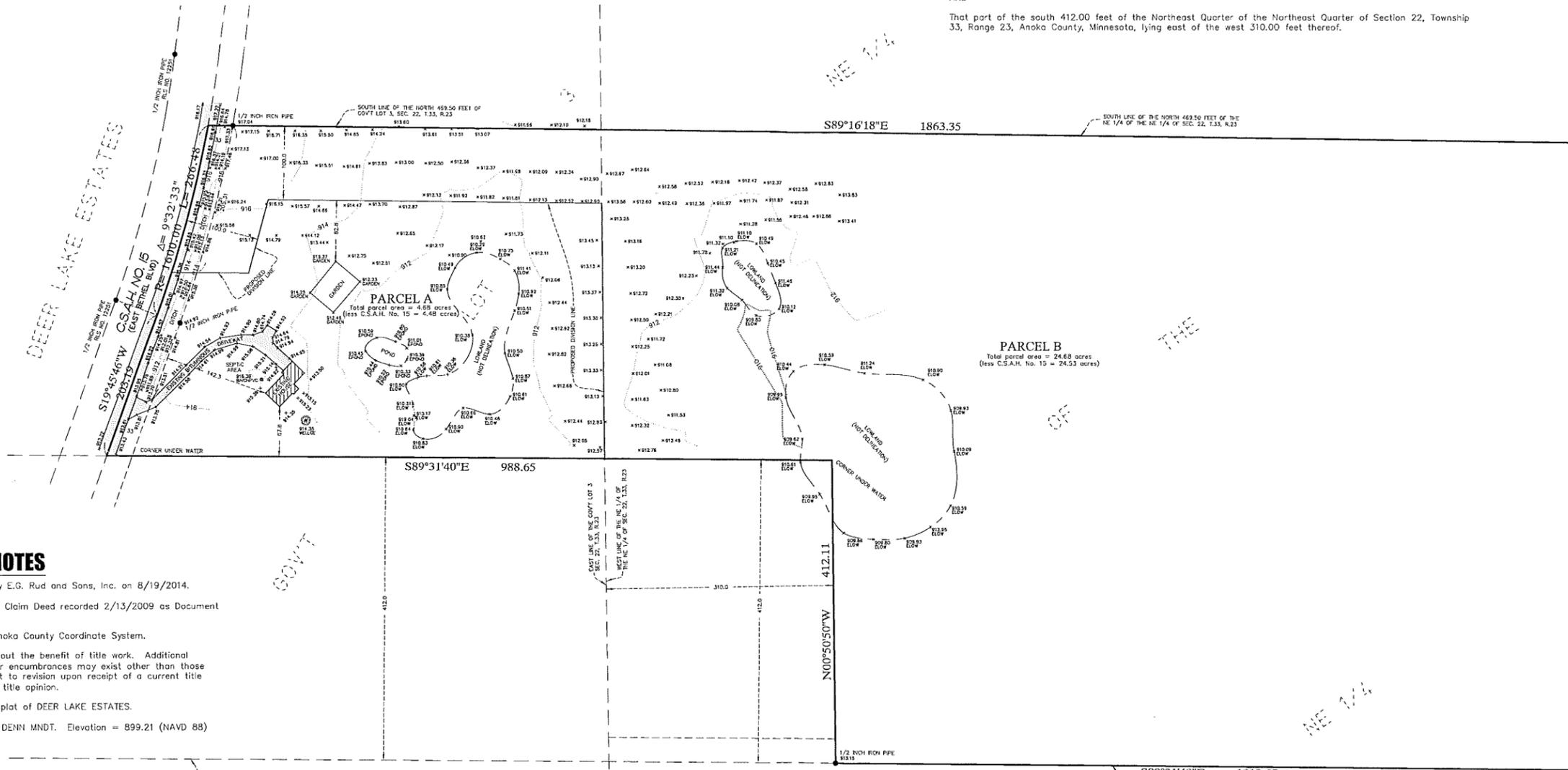
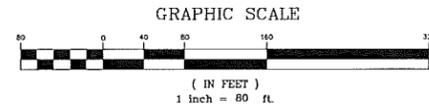
Commencing at the intersection of the north line of said Government Lot 3 and the centerline of County State Aid Highway No. 15, as now laid out and traveled, said point of intersection being 457.52 feet west of the northeast corner of said Government Lot 3; thence South 6 degrees 27 minutes 23 seconds West (assumed bearing of the north line of said Lot 3 is West) along said centerline a distance of 567.38 feet; thence South 18 degrees 59 minutes 35 seconds West along said centerline to the south line of said Government Lot 3.

AND

That part of the Northeast Quarter of the Northeast Quarter of Section 22, Township 33, Range 23, Anoka County, Minnesota, lying south of the north 469.50 feet thereof and lying north of the south 412.00 feet thereof.

AND

That part of the south 412.00 feet of the Northeast Quarter of the Northeast Quarter of Section 22, Township 33, Range 23, Anoka County, Minnesota, lying east of the west 310.00 feet thereof.



NOTES

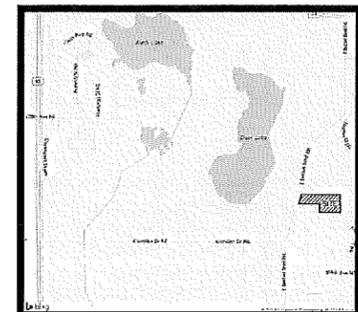
- Field survey was completed by E.G. Rud and Sons, Inc. on 8/19/2014.
- Property description per Quit Claim Deed recorded 2/13/2009 as Document No. 2005507.001
- Bearings shown are on the Anoka County Coordinate System.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- C.S.A.H. No. 15 is shown per plot of DEER LAKE ESTATES.
- BENCHMARK: MNDOT Station: DENN MNDT. Elevation = 899.21 (NAVD 88)

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- x 932.36 DENOTES EXISTING SPOT ELEVATION
- ⊙ DENOTES WELL
- DENOTES EXISTING CONTOURS
- ▨ DENOTES BITUMINOUS SURFACE

VICINITY MAP

PART OF SEC. 22, TWP. 33, RNG. 23



ANOKA COUNTY, MINNESOTA
(NO SCALE)

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

PRELIMINARY

JASON E. RUD
Date: 8/26/2014 License No. 41578

DRAWN BY: BAB	JOB NO: 14482PP	DATE: 8/20/14	
CHECK BY: JER	SCANNED		
1 8/22/14	CLIENT COMMENTS	BAB	
2			
3			
NO.	DATE	DESCRIPTION	BY

E.G. RUD & SONS, INC.
EST. 1917 Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

20381 East Bethel Blvd



1 in = 752 ft

Address Labels



May 22, 2015

Map Powered by DataLink
from WSB & Associates



City of East Bethel City Council Agenda Information

Date:

June 17, 2015

Agenda Item Number:

Item 8.0 A.2

Requested Action:

Administrative Subdivision Request – to subdivide a metes and bounds parcel into two lots.

Applicant: Tom Carlisle

Owner: Lonesome Dove Angus Inc., 79 N Lake Street, Forest Lake MN 55025

PID # 07-33-23-42-0001

Zoning – Rural Residential (RR)

Mr. Carlisle is requesting the subdivision of his property into two separate parcels for the purpose of selling off 13.63 acres for a residential parcel where an existing home is located. The remaining acreage, 20.54 acres, would remain as is. The existing property is a Metes and Bounds parcel and he is allowed to divide off one parcel from the original through the Administrative Subdivision process.

Recommendation:

Staff recommends approval of the Administrative Subdivision request by Tom Carlisle/Lonesome Dove Angus, Inc. as described in Attachment 1.

Attachments:

- 1. Subdivision Plat
- 2. Location map

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

ADMINISTRATIVE SUBDIVISION

~for~ SHERCO CONSTRUCTION

EXISTING PROPERTY DESCRIPTION:

The Northwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota EXCEPT the east 300 feet of the west 750 feet of the north 750 feet thereof as measured along the north and west lines thereof.

PROPOSED PROPERTY DESCRIPTIONS:

PARCEL A:
The west 450 feet of the Northwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota, as measured along the north line thereof.

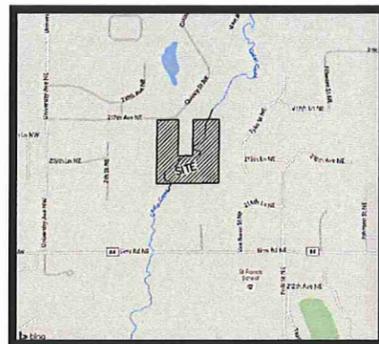
PARCEL B:
That part of the Northwest Quarter of the Southeast Quarter of Section 7, Township 33, Range 23, Anoka County, Minnesota which lies east of the west 450 feet thereof, as measured along the north line thereof, EXCEPT the east 300 feet of the west 750 feet of the north 750 feet of said Northwest Quarter of the Southeast Quarter as measured along the north and west lines thereof.

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 1/14/15.
- Bearings shown are on Anoka County datum.
- BENCHMARK: Anoka County Benchmark No. 3037. Elevation = 891.16 (NAVD 88 Datum)
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Due to field work being completed during the winter season there may be improvements in addition to those shown that were not visible due to snow and ice conditions characteristic of Minnesota winters.
- Parcel ID No: 07-33-23-42-0001. Total boundary area = 34.17 acres.

VICINITY MAP

PART OF SEC. 7, TWP. 33, RNG. 23

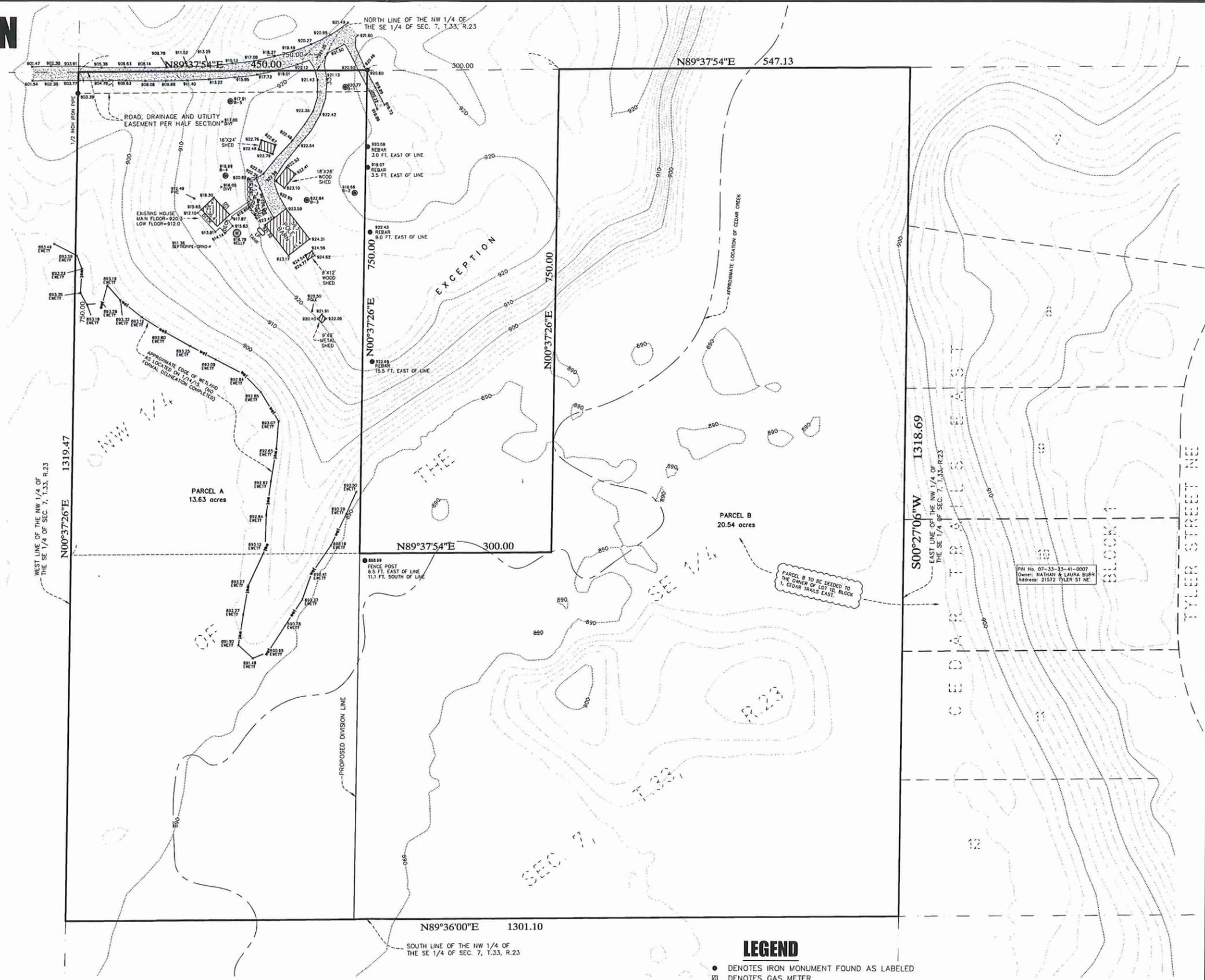


ANOKA COUNTY, MINNESOTA
(NO SCALE)

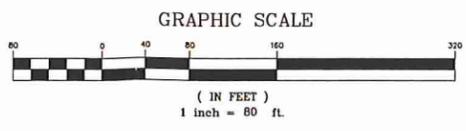
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Jason E. Rud
JASON E. RUD

Date: 4/24/2015 License No. 41578



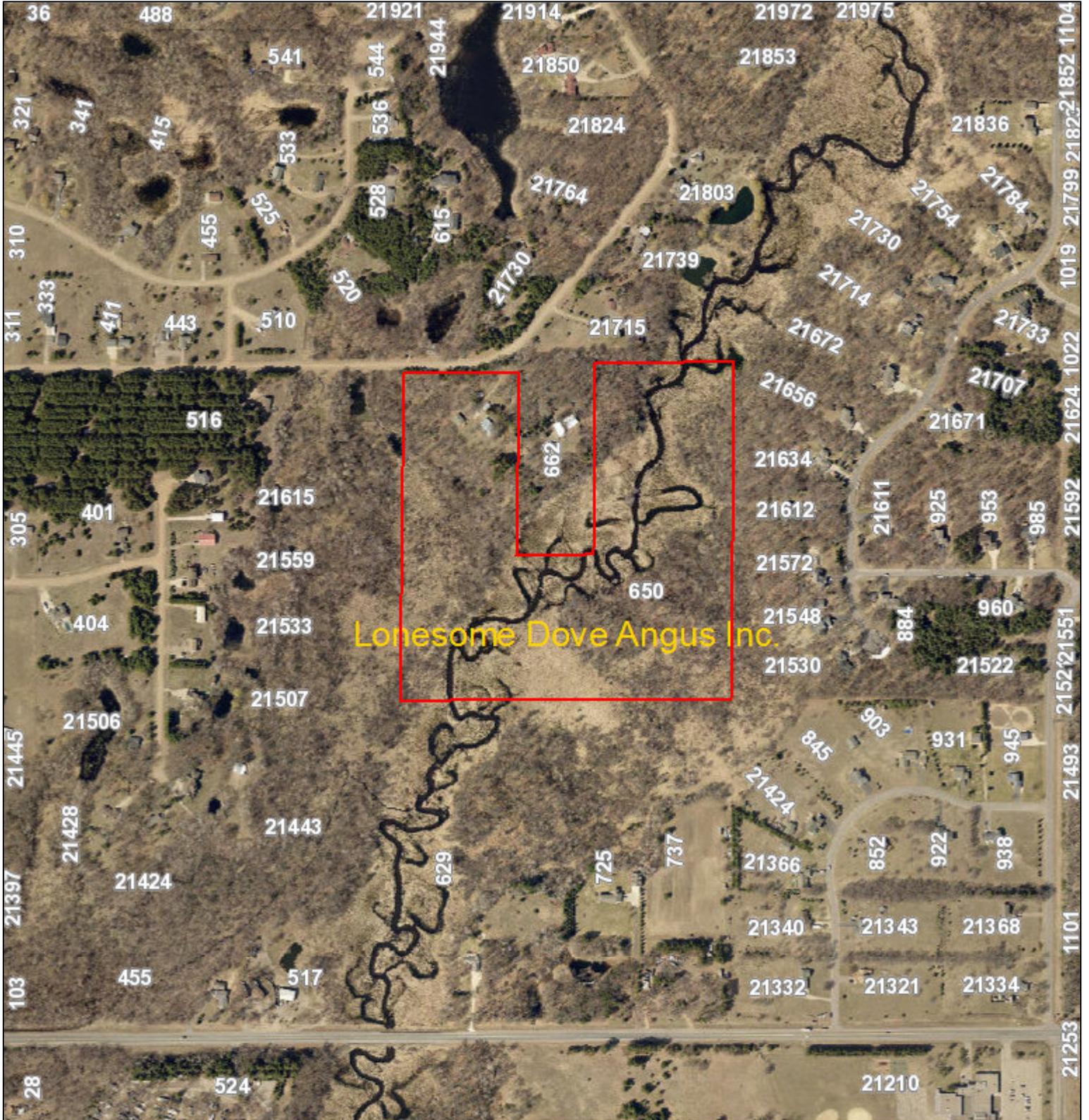
E.G. RUD & SONS, INC.
EST. 1977 Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701
www.egrud.com



- ### LEGEND
- DENOTES IRON MONUMENT FOUND AS LABELED
 - ⊠ DENOTES GAS METER
 - x DENOTES EXISTING SPOT ELEVATION
 - DENOTES EXISTING CONTOURS
 - DENOTES RETAINING WALL
 - ⊙ DENOTES SOIL BORINGS BY MARK TRADEWELL
 - ⊕ DENOTES WELL
 - DENOTES CONCRETE SURFACE
 - ▨ DENOTES GRAVEL SURFACE

DRAWN BY: BAB	JOB NO: 15004HS	DATE: 01/15/15
CHECK BY: JER	SCANNED <input type="checkbox"/>	
1		
2		
3		
NO.	DATE	DESCRIPTION

650 217th Ave NE



1 in = 752 ft

Address Labels



May 22, 2015

Map Powered by DataLink
from WSB & Associates



City of East Bethel City Council Agenda Information

Date:

June 17, 2015

Agenda Item Number:

Item 8.0 A.3

Agenda Item:

Amendment to the City Zoning Code to allow breweries, distilleries and food trucks as permitted uses in Commercial, City Center and Industrial Zones

Background Information:

The Craft Beer and distillery movement has become very popular and with the passage of the Surly Bill into law in 2011 Cities are enacting or modifying ordinances that will allow the location of craft brewers in non-residential zones. The Surly Law allows local craft brewers to sell pints of their own beer where the beer or liquor is made. East Bethel is currently working with a small brewer who is looking at locations in the City. In order to accommodate this business and other similar businesses, the City of East Bethel needs to update City Codes that relate to this matter.

The Planning Commission discussed this issue at their May 26, 2015 meeting and approved for Council consideration the addition of the following definitions to the City Zoning Code, Appendix A; Section 1, General Provisions of Administration, Definitions :

Brew Pub – "Brew pub" is a brewer who also holds one or more retail on-sale licenses and who manufactures fewer than 3,500 barrels of malt liquor in a year, at any one licensed premises, the entire production of which is solely for consumption on tap on any licensed premises owned by the brewer, or for off-sale from those licensed premises as permitted in Minnesota State Statute, section 340A.24, subdivision 2.

Craft Brewery – Is a brewer that holds a taproom license and is limited to brew no more than 250,000 barrels annually as permitted in Minnesota State Statute, section 340A

Small Brewery – Is a brewer that holds a taproom license and is limited to production of less than 20,000 barrels/year as permitted in Minnesota State Statute, section 340A

Micro Distillery - A micro distillery may provide on its premises samples of distilled spirits manufactured on its premises, in an amount not to exceed 15 milliliters per variety per person. No more than 45 milliliters may be sampled under this paragraph by any person on any day. May be issued a Cocktail room license as permitted in Minnesota State Statute, section 340A

Food Truck - A mobile food unit (MFU) is a food and beverage service establishment that is a vehicle mounted unit, either motorized or trailered, and readily movable, without disassembling, for transport to another location. The unit can operate no more than 21 days annually at any one place unless it is operated at the site of and in conjunction with a permanent business licensed

under Minnesota Statutes, chapter 157 or chapter 28A. All MFU must operate in compliance with the Minnesota food code.

In addition the Planning Commission recommended to allow Brewers, Distilleries and Food Trucks as permitted uses in the following districts:

Appendix A, Section 49 CC – City Center District

Appendix A, Section 46 B2 – Central Business District

Appendix A, Section 47 B3 – Highway Commercial District

Appendix A, Section 48 I1 – Light Industrial District

Attachments:

Attachment 1- May 26, 2015 Planning Commission Minutes

Recommendation(s):

The Planning Commission recommends City Council consider the changes as noted above for additions to the City Code, Appendix A, Zoning.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

EAST BETHEL PLANNING COMMISSION MEETING

May 26, 2015

The East Bethel Planning Commission met on May 26th, 2015 at 7:00 P.M for their regular meeting at City Hall.

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

MEMBERS ABSENT: Randy Plaisance

ALSO PRESENT: Colleen Winter, Community Development Director
Ron Koller, City Council Member
Members of the Public – see attached list

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 for the May 26th meeting as written. Mr Balfany seconded the motion. All members were in favor; motion carried.**

3.0 Public Hearing
Jeffrey Medelberg
Estate - Administrative
Subdivision Applicant: Karl Komec, Estate Executor
Owner: Jeffrey Medelberg Estate
20381 East Bethel Blvd.

Administrative Subdivision Request – to subdivide a metes and bounds parcel into two lots.

PID # - 223323110006

Zoning – Rural Residential (RR)

Mr. Komec on behalf of the Medelberg Estate is interested in subdividing property into two separate parcels for the purpose of selling off 5.0 acres for a residential parcel where the existing home is located. The remaining acreage would remain as is and is 24.53 acres. The existing property is defined as Metes and Bounds and he is allowed to divide off one parcel from the original through the Administrative Subdivision process.

The Public Hearing was opened at 7:01 pm.

Mr Greg Majors asked if the remaining acreage would be up for sale with the possibility of future construction. Ms Winter explained that it would be possible for a new owner to build on the land although a great deal of the remaining acreage is wetlands which are protected. Mr Majors asked where an access driveway/road might be. Ms Winter replied that it would have to be built along the northern border of the property. She stated that it is not the current owner's intention to build on this land.

Mr Carl Komec stated that he had spoken to the current owner and that he does hope to sell the remaining acreage. Mr Komec thanked Ms Winter for all her assistance in the process and stated he would be available for any questions.

Mr Mike Neu asked if the 5 acres might be subdivided further in the future. Mr Terry stated that it would be difficult to provide access to any further subdivision of the property. Ms

Winter noted that flood plains and wetlands would also make it very difficult to create a housing development on the property. She identified some potential areas for development on the property but noted the problem with access to these areas.

Mr Terry explained that even if someone was interested in further developing the property, it would require a separate extensive process to have the project reviewed and ensure it meets all requirements and restrictions, have the development recommended for approval and finally actually approved by the city council. This process would include at least one if not more public hearings about the project where residents would be able to ask questions and state their voice their concerns.

The Public Hearing was closed at 7:10 pm.

Mr Holmes made a motion to recommend approval of the administrative subdivision request by Karl Komec on behalf of the Medelberg estate for a two lot subdivision as described in the application. Ms Allenspach seconded the motion. All members were in favor; motion carried. This item will go to the City Council on June 17th, 2015 for approval.

**4.0 Public Hearing
Lonesome Dove Angus,
Inc. - Administrative
Subdivision**

Applicant: Tom Carlisle

Owner: Lonesome Dove Angus Inc. 79 N Lake Street, Forest Lake MN 55025

Administrative Subdivision Request – to subdivide a metes and bounds parcel into two lots.

PID # - 073323420001

Zoning – Rural Residential (RR)

Mr. Carlisle is interested in subdividing property into two separate parcels for the purpose of selling off 13.63 acres for a residential parcel where an existing home is located. The remaining acreage would remain as is and is 20.54 acres. The existing property is defined as Metes and Bounds and he is allowed to divide off one parcel from the original through the Administrative Subdivision process.

Ms Winter explained that the remaining acreage is also designated as a significant wetland area and is being purchased by a lot owner to expand his acreage with no plans to develop it in any way.

The Public Hearing was opened at 7:14 pm.

Ms Victoria Beach shared her concern about any acreage being subdivided into multiple lots and losing the rural residential zoning of the area. She stated she loves where they live and wants to keep it “rural and country”. Mr Terry replied that the remainder of the property is landlocked and cannot be further subdivided so it should stay very rural.

Mr Keith Gallagher related that he believed the purchaser of the 13.63 acres had wanted to buy the entire acreage. He wondered why the decision was made to subdivide the property. Ms Winter explained that the City is not involved in the decision of how the property is marketed or sold. The City simply approves the subdivision of property if it meets requirements which this property does.

The Public Hearing was closed at 7:19 pm.

Mr. Holmes pointed out that the driveway for the property identified as 662 “clips the

corner” of the property under discussion identified as 650. He asked if there would need to be some negotiation and/or statement regarding this issue when the property is divided. Ms Winter agreed that rights would need to be given for use of that driveway. Mr Terry suggested adding that to the motion.

Mr Holmes made a motion to recommend approval of the administrative subdivision request by Tom Carlisle/Lonesome Dove Angus, Inc. as described in application with the inclusion of an easement for the driveway for the property identified as 662. Ms Bonin seconded the motion. All members were in favor; motion carried. This item will go to the City Council on June 17th, 2015 for approval.

5.0 Public Hearing – Consider changes to the City of East Bethel Code of Ordinances, Appendix A, Zoning Code

Background Information:

The Craft Beer and distillery movement has become very popular and with the passage of the Surly Bill into law in 2011 many communities are putting in place ordinances that will allow them to work with craft brewers. The Surly Law allows local craft brewers to sell pints of their own beer where the beer or liquor is made. The City is currently working with a Small brewer who is looking at locations in the City. In order to accommodate this business and other similar businesses, the City of East Bethel needs to change our existing codes.

Specifically in the Zoning Code (Appendix A), General Provisions of Administration, #9, Definitions:

Add the following:

Brew Pub – "Brew pub" is a brewer who also holds one or more retail on-sale licenses and who manufactures fewer than 3,500 barrels of malt liquor in a year, at any one licensed premises, the entire production of which is solely for consumption on tap on any licensed premises owned by the brewer, or for off-sale from those licensed premises as permitted in Minnesota State Statute, section 340A.24, subdivision 2.

Craft Brewery – Is a brewer that holds a taproom license and is limited to brew no more than 250,000 barrels annually as permitted in Minnesota State Statute, section 340A

Small Brewery – Is a brewer that holds a taproom license and is limited to production of less than 20,000 barrels/year as permitted in Minnesota State Statute, section 340A

Micro Distillery - A micro distillery may provide on its premises samples of distilled spirits manufactured on its premises, in an amount not to exceed 15 milliliters per variety per person. No more than 45 milliliters may be sampled under this paragraph by any person on any day. May be issued a Cocktail room license as permitted in Minnesota State Statute, section 340A

Food Truck - A mobile food unit (MFU) is a food and beverage service establishment that is a vehicle mounted unit, either motorized or trailered, and readily movable, without disassembling, for transport to another location. The unit can operate no more than 21 days annually at any one place unless it is operated at the site of and in conjunction with a permanent business licensed under Minnesota Statutes, chapter 157 or chapter 28A. All MFU must operate in compliance with the Minnesota food code.

Allow Brewers, Distilleries and Food Trucks to be located as permitted uses in the following districts:

CC – City Center District**B2 – Central Business District****B3 – Highway Commercial District****I1 – Light Industrial District**

Members reviewed the map (Attachment 5.1) with recommended locations where these businesses would be allowed. It is anticipated that the new Comprehensive Plan will have a Highway 65 corridor district instead of the multiple types currently identified. Mr Terry asked if there is a specific type of zoning that would not allow selling of their product directly to the customer in that area. Ms Winter stated that would be more of a production facility and that is not referred to in this ordinance but would be allowed in the light industrial district.

The Public Hearing was opened at 7:31 pm. No comments were provided by the public.

The Public Hearing was closed at 7:32 pm.

Mr Holmes questioned how the food trucks are related to the breweries. Mr Cornicelli explained that food trucks are commonly found near the breweries because they do not provide food and the trucks offer light fare that can be quick and easy to consume in the area near the brewery.

Ms Bonin asked if the restaurants might complain. Ms Allenspach related that the trucks are not in competition with restaurants where customers would go specifically to eat food. The trucks are just available for a quick snack with whatever might be purchased at the brewery they are close to. Mr Balfany related that there is a Craft Brewers Festival and a Food Truck Festival that are held at the same time and location because they are so often co-located.

Mr Terry wondered how the question of adding this to the City Ordinance came about. Ms Winter stated that there has been discussion with an individual who is possibly interested in opening a brewery in East Bethel and the business itself is becoming very popular. Nearby towns have added the information to their own ordinances and it was felt it would be best to be prepared for this potential new business with the hope that it might even attract new business to the City by showing that East Bethel is already prepared.

Mr Terry asked if any communities have refused to allow breweries in their areas but Ms Winter was not aware of any. He suggested possibly adding wineries since the Comprehensive Plan will be updated within the next year. Ms Winter noted that wineries are very different than breweries and usually more common in agricultural areas but that it is possible that they could be established in rural areas. She stated she would look into this and draft language for review next month.

Mr Holmes asked if a license is required to this business. The answer was yes it requires a liquor license and this is why the City must change its ordinance. Food Trucks must be licensed through the MN Department of Health. East Bethel has had Food Trucks in the past with temporary licenses but these types of trucks would be more permanent.

Mr Terry asked for clarification of the statement regarding the 21 day annual limitation for food trucks to be located at any one place. Mr Balfany stated this only applied if the truck was not associated with a permitted brewery it was co-located with.

Mr Balfany made a motion to recommend changes as noted above and further recommend that the City Council make changes in Chapter 6 – Alcoholic Beverages of City Code. Mr Holmes seconded the motion. All members were in favor; motion carried.

**6.0 Public Hearing –
Brown and Wilbert,
Conditional Use Permit**

The hearing will be to consider a request by applicant, Brown and Wilbert, Inc. and owner, Genevieve Sylvester Family L P for a Conditional Use Permit to consider locating the corporate headquarters, storage and manufacturing facility for Brown-Wilbert, Inc. The location being the intersection of MN State Highway 65 and Anoka County Road 74 (221st Ave NE), PIN 083323120006. The Zoning Classification is Central Business District (B-2).

Background Information:

The City of East Bethel has been working with Brown-Wilbert, a company that has been in business for 92 years, has 19 locations in the Midwest, and is the largest septic tank manufacturer and supplier in the State of Minnesota. They are interested in relocating their headquarters from St Paul to a location in the northern metro area and have identified the corner of 221st Ave. NE and Hwy. 65 as one of the areas that they are very interested in locating their operations.

The area is zoned B-2, Central Business District and has a business overlay district on top of it. According to the City of East Bethel's Comprehensive Plan the purpose of this overlay district is to establish standards for exterior architecture, design, landscaping, and signage of buildings that contribute to a community image of quality, visual aesthetics, permanence, and stability which are in the best interest of the citizens of the city.

At the regular Planning Commission meeting that was held on April 28, 2015, a discussion took place regarding Brown-Wilbert locating at 221st and Hwy. 65. It was determined, based on the company's immediate needs that a Conditional Use Permit (CUP) would be appropriate and fall under Section 46 – 4 – G of the City of East Bethel Zoning Code. As part of the CUP process consideration will be given to future changes in the Comprehensive Plan which will result in zoning changes to accommodate Brown-Wilbert and other companies. As discussed in the past, it is the intent that areas along the Highway 65 corridor will be part of a flexible zoning district that has established standards for design, signage, etc., much like the Business Overlay district. It was further determined that the approval of a CUP for Brown-Wilbert is predicated on their intent to locate a manufacturing facility and their corporate headquarters to the City of East Bethel.

Areas that warrant further discussion are the following:

Road Access – In the packet is a letter from Jane Rose, Anoka County Highway Department (ACHD). Ms. Rose indicates that a temporary access will be granted to Brown-Wilbert, but that the City and property owner will need to be working closely with Anoka County for any future development and service roads options. It should be noted that the City has a plan for a future Service Road that will be located on the property that Brown-Wilbert is interested in purchasing. A secondary access shall be provided in the event ACHD only permits a right in- right out access at the existing entrance to the property.

Exterior Display - An important component of the Brown-Wilbert business model is to have an area that is visible from Hwy. 65 for display of their products. Attached in your packet, you will find a very preliminary concept plan that indicates how Brown-Wilbert wishes to utilize the above referenced property. Any exterior display area should be clearly marked at the site and size and height should be limited.

Future Site Plan – Require that Brown-Wilbert fill out a Site Plan application. The City requires that Brown-Wilbert enter into a pre-development agreement with the City to

address future service roads needs and other requirements necessary to accommodate the City's future growth. They are in the process of getting a certificate of survey at this time.

Mr Jack Ascheman and Mr Bruce Bratton of the Brown-Wilbert company were present at the meeting to answer questions and discuss plans.

Ms Winter related that Mr Ascheman met with Nick Schmitz, Building Official at the site and walked through the buildings. Mr. Schmitz explained that the company will have to go through commercial building permit process for a building a small office and bathroom in one of the buildings. Also, because of where the land is located in relation to the MPCA landfill, the company may be required to obtain a special well permit. Company staff have been in contact with Steve Bennett from the MN Dept of Health to work on that issue.

Ms Winter also stated that the company is aware that they will need to plan for a septic system for their current anticipated land usage as well as future building. This was not expected to be a problem.

The company has requested that the Planning Commission consider extending the time limit on the CUP to 6 years to allow them time to transition their operations to the East Bethel location. Mr Cornicelli asked if there has been any precedent for a CUP with more than 3 yr time limit. Ms Winter replied that most CUPs do not have a time limit as they apply for as long as the property is used in the way established by the permit.

In the case of Brown-Wilbert, the plan is to ultimately change the Comprehensive Plan and update the zoning in the corridor. In order to work with Brown-Wilbert now the CUP has to be applied for and granted. This is a way to allow them to come into the City of East Bethel and still make sure that any future development will adhere to the updated Comprehensive Plan for this area.

The Public Hearing was opened at 7:50 pm.

Mr Bratton explained the reason they were requesting the additional time for the CUP. He stated they understand the need for a set timeline by the City and they are asking for the City's consideration for the company's needs as far as time to make a complete transition from a storage area on the current property to a fully functioning manufacturing facility and office space for the corporate headquarters.

Mr Terry had concerns about the request for a display along Highway 65. He felt it would be difficult to make it aesthetically pleasing. Mr Ascheman explained that there is consumer interest in the brand and it is well known. Home owners are able to request a specific brand of tank through their contractor who would then contact Brown-Wilbert for the purchase. They would like to show some of the different types of tanks they have and it is important to them to have a very nice display that would be aesthetically pleasing.

Mr Terry asked if they were planning on lighting the display at night. The response to this was negative as it will be difficult to get electricity to the property.

Mr Holmes asked how many different models of tanks they have and Ms Bonin commented that she would have thought that all tanks were pretty much the same. Mr Bratton stated they have about 50 models including several low profile models that can be required to accommodate some types of property.

Ms Allenspach asked about the location of the right-in/right-out. It will be located on 221st Ave within a quarter mile of the Hwy 65 intersection. She related that she had watched a

large semi-trailer truck making the turn from an entrance further East on 221st and that it looked very difficult. Mr Ascheman and Mr Bratton were very aware of the concerns regarding the access and egress for the property. Their vehicles include mostly smaller trucks that carry fewer tanks and would be in and out 3-4 times/day. Large semi-trailers would only come in intermittently to deliver tanks to the storage location. Members discussed vehicle weights and potential options for turnarounds and other routes to allow vehicles to return to Hwy 65 without putting too much or too heavy traffic on smaller roads. As business at the location increases there would be an expected increase in traffic of all types in and out of the property. Ms Winter noted it may be necessary to consider moving up the timeline for the service road project on that side of Hwy 65 near 221st Ave.

Mr Balfany clarified that the company was asking for the additional time to allow for a safe, coordinated transition of the property including raising capital. Mr Cornicelli questioned how the time extension would work with the Comprehensive Plan. Ms Winter responded that the rezoning of the area might occur before the 6 year end date. She stated that she feels the City can work with whatever Brown-Wilbert needs and they would not be bound by requirements that would restrict their progress. The key piece is the overlay that will be required for the design standards and the aesthetics and landscaping for the Comprehensive Plan. Mr Cornicelli commented that he would like to see it work so that it is fair for the City and for the Company's perspective as well.

Mr Terry asked if there was a risk that the City might rezone the area that would not allow the company to remain on the property. Mr Balfany stated that the idea was to use the establishment of Brown-Wilbert in this particular location as the catalyst to change the zoning for that area. Ms Winter explained that the current CUP covers only storage and a small office and bathroom on the property but the proposal is for the company to eventually bring manufacturing and office space for their business to the location. The City does intend to rezone for this but the intention is for the CUP to expire to allow for the company to move forward with the transition from storage to additional usage of the property.

No further comments were made from the public. The Public Hearing was closed at 8:12 pm.

Members discussed the conditions and agreed to the following amendments:

Item 9. "Exterior Display area to be limited to a maximum of 8 units with the aesthetics of the landscape surrounding the area to be maintained."

Item 11. "...corporate headquarter campus to this location within 6 years."

Mr Holmes made a motion to recommend approval of a Conditional Use Permit for:

Owner – Genevieve Family Limited Partnership Eileen Frisch General

Applicant – Brown-Wilbert, Inc.

Property Address – 221st Ave NE (to be assigned)

PID # - 083323120006

Zoning – Central Business District (B2)

Subject to the following conditions with amendments as noted above:

1. Comply with the City of East Bethel applicable codes and regulations. Applicant is allowed to store septic tanks outside, in a neat and well organized manner, inside of the existing fenced in area. Provide screening for storage yards outside the existing fenced area or locate storage yards that are shielded in view by topographical features from Hwy. 65
2. Fence shall be repaired to an appearance that replicates new installation.

3. Commercial building permit applications will need to be applied for and issued on the existing buildings for purposes of remodeling and repair.
4. Need to obtain a Special Well permit from the Minnesota Department of Health
5. Need to obtain a septic system permit that will need to be sized for existing and future development.
6. Site Plan must be submitted and approved for proposed and future development.
7. Obtain all appropriate permits from Anoka County Highway Department
8. Enter into a pre-development agreement with the City of East Bethel that outlines future service road plans and commits the developer to the dedication of the required right of way for the service road and outlines other future growth plans.
9. Exterior Display area to be limited to (size to be determined)
10. Require connection to City Utilities when they become available
11. Brown-Wilbert to locate a manufacturing and corporate headquarter campus to this location within ___ years.
12. Conditional Use Permit is for three years, commencing on the day it is approved by the City Council.

Mr Balfany seconded the motion with the amendment. All were in favor; motion carried. Ms Winter stated this is expected to come before the City Council next week.

7.0 Approval of Meeting Minutes

Mr Balfany moved to approve the April 28th, 2015 meeting minutes as written. Mr Cornicelli seconded the motion. All members were in favor; motion carried unanimously.

8.0 City Council Report

Mr Koller reported the management contract for the Ice Arena has still not been awarded. The City drafted a contract with the Greystone Mobile Home Park regarding zoning, placement and sizes but the owners has refused to sign citing that he is not required to agree because the park was built in the 1970s and is therefore bound by the regulations at that time. Those regulations are not available so this issue is still being addressed. Discussed proposal to require vaults for cremated remains to prevent breakage when a second set of remains is being buried.

The Council will be working on the Emergency Action Plan for natural disasters with Mark DuCharme. They will also discuss involvement in Booster Days.

9.0 Other Business

Ms Winter provided a short presentation on the Business Retention and Expansion (BR&E) program. She noted that the ADY Voltage study provided information from local businesses but this program is a much bigger effort where team members actually go out and interview businesses (80-100) to gather information. The data is then analyzed by researchers at the U of MN and then the City team will identify projects to work on from those results.

The Leadership Team is composed of five members with Mr Doug Welter of the EDA as the chairperson. Ms Winter, Sharon Johnson, Cathy Beason, and Bruce Sayler. They are currently recruiting members for the Task Force to assist in interviewing businesses and with the projects when they begin.

The Metropolitan (Met) Council has published their part of the Comprehensive Plan. Ms Winter related that she felt very little of it is relevant to the City of East Bethel. The staff provided the council with comments on the plan specifically on their recommendation that the City needed to increase the availability of low income housing. The City feels it has adequate low income housing for the population at this time and for the near future

especially since population estimates have decreased over time. The “Transportation Oriented Design” is not practical for a community as far away from the suburbs as East Bethel is.

Despite the differences in the intentions of the City and the Met Council, the City is proceeding with updating the Comprehensive Plan. There are some planning funds that may be available from the Met Council for hiring a consultant to assist with updating the plan.

An area of discrepancy exists between the City and the Met Council regarding zoning as documented in the Comprehensive Plan. There was an apparent error in the previous plan documentation that was interpreted by the Met Council as the City requiring 10 acres for rural residential density. Ms Winter explained that the Council was told this was not accurate and the true density was 2 ½ acres but the Met Council has not agreed to this amendment to their documents.

Mr Holmes made a motion that the East Bethel Comprehensive Plan adheres to the current designation of 2 ½ acres for rural residential density. Ms Bonin seconded the motion; all in favor, motion carried.

10.0 Adjournment

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

Submitted by:
Susan Lori Irons
Recording Secretary

Attachments:

- 1.0 East Bethel Residents Attendance Sheet
- 3.1 Location Map
- 4.1 Location Map
- 5.1 Location of Zoning districts where Brewers, Distilleries, and Food Trucks could be located



City of East Bethel City Council Agenda Information

Date:

June 17, 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):

No action is required.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



East Bethel Fire Department May 2015 Response Calls

Incident Number	Incident Date	Alarm Time	Location	Incident Type
246	05/31/2015	16:57	520 218th AVE	EMS call
245	05/31/2015	14:20	1788 Viking BLVD NE	EMS call
244	05/31/2015	11:45	19402 West Tri Oak CIR	Fire Alarm
243	05/30/2015	16:30	19410 Leyte ST	EMS call
242	05/29/2015	12:28	18462 Lakeview PT NE	Pump out swimming pool
241	05/28/2015	11:20	1562 Viking BLVD NE	EMS call
240	05/28/2015	07:26	557 Beaver Dam DR	Gas leak
239	05/27/2015	13:39	1046 181st LN NE	EMS call
238	05/26/2015	16:07	21242 Rendova ST NE	EMS call
237	05/26/2015	07:59	21001 Kenyon ST NE	EMS call
236	05/23/2015	21:38	237th	Unauthorized burning
235	05/23/2015	00:11	2043 189th AVE NE	EMS call
234	05/21/2015	12:25	21001 Kenyon ST NE	EMS call
233	05/21/2015	06:01	18627 Buchanan ST NE	Fire Alarm
232	05/21/2015	01:05	18627 Buchanan ST NE	Fire Alarm
231	05/21/2015	00:15	2656 226 LN NE	EMS call
230	05/20/2015	21:04	19989 East Bethel BLVD	EMS call
229	05/20/2015	15:49	1824 135th LN	Mutual Aid - Building fire
228	05/20/2015	12:33	23705 65 HWY	EMS call
227	05/19/2015	21:06	607 Viking BLVD NE	EMS call
226	05/19/2015	12:27	18232 Hwy 65	EMS call
225	05/18/2015	10:41	18164 Hwy 65 NE	EMS call
224	05/17/2015	12:33	22032 East Bethel BLVD	EMS call
223	05/15/2015	17:06	419 237th AVE	Lawn Mower Fire
221	05/15/2015	15:01	Viking BLVD NE	Passenger vehicle fire
222	05/15/2015	03:17	2242 225 AVE NE	CO detector
220	05/14/2015	12:00	23620 Davenport ST NE	EMS call
219	05/13/2015	21:28	22421 Xylite ST NE	EMS call
218	05/11/2015	14:31	20788 Okinawa ST NE	Authorized controlled burning
217	05/11/2015	04:33	22015 Wake ST	EMS call
216	05/11/2015	00:23	24355 Hwy 65	EMS call
215	05/10/2015	23:25	22542 Palisade ST	EMS call
214	05/10/2015	01:28	23531 Davenport ST	EMS call
213	05/09/2015	14:55	22880 Jackson ST	EMS call
212	05/09/2015	13:39	18740 Breezy PT	Vehicle Accident
211	05/07/2015	18:51	1664 209th AVE	Unauthorized burning
210	05/07/2015	18:24	1813 209 CT NE	EMS call
209	05/05/2015	15:55	22935 Erskin ST NE	EMS call
208	05/05/2015	10:29	18440 3rd ST NE	EMS call
207	05/04/2015	11:58	21200 Polk ST	EMS call
206	05/03/2015	10:02	24220 Skylark DR	Smoke Alarm

205	05/03/2015	06:42	1836 209th CT	EMS call
204	05/03/2015	01:18	975 189th AVE NE	Vehicle Accident
203	05/02/2015	10:59	2020 Deerwood LN	EMS call
202	05/02/2015	06:30	2751 Viking BLVD NE	Hose Testing
201	05/01/2015	12:43	20706 Naples ST NE	EMS call
Total				46



City of East Bethel City Council Agenda Information

Date:

June 17, 2015

Agenda Item Number:

Item 9.0 G.1

Agenda Item:

Ice Arena Management Contract

Requested Action:

Consider approval of the 2015-2016 East Bethel Ice Arena Contract with Gibson Management Company

Background Information:

Council approved the selection of Gibson Management Company (GMC) as the contractor to provide management service for the East Bethel Ice Arena on June 3, 2015. Council directed staff to negotiate the contract with GMC and present the contract to Council for their consideration at the June 17, 2015 City Council Meeting.

Staff completed contract negotiations with Gibson Management Company (GMC) relating to Ice Arena Management Services for the East Bethel Ice Arena for the term of August 1, 2015 to July 31, 2016. The basic changes to the previous contract are additions that require reporting of maintenance and cleaning activities and communications updates. These changes are recommended to monitor contract performance and provide records for complaint issues.

Attachments:

2015-2016 Management Services Contract- redline copy

2015-2016 Management Services Contract – clean copy

Fiscal Impact:

The City has budgeted \$79,000 for this service and Gibson Management (GMC) has agreed to this amount for the contract. In order to improve communications and provide on-line access for schedules and updates, the contract requires that GMC upgrade their current software to accommodate these needs. The cost for the upgrade is \$3,650. Staff recommends the City pay the hosting fee of \$1,200 for the dry floor season and GMC be responsible for the balance of this cost. The total contract amount proposed is \$80,200.

Recommendation(s):

Staff recommends that Council consider approval of the attached management services contract for \$79,000 and \$1,200 for the software hosting costs with Gibson Management Company for 2015-2016.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

**CONTRACT AGREEMENT BETWEEN
THE CITY OF EAST BETHEL
AND GIBSON MANAGEMENT COMPANY, LLC.**

This Agreement ("Agreement"), effective the 1st day of August, 2015 to July 31, 2016, is between the City of East Bethel, 2241-221st Avenue NE, East Bethel, Minnesota 55011, a Minnesota municipal corporation, hereinafter called the "City," and Gibson Management Company, LLC, PO Box 18, East Bethel, Minnesota 55011, a Minnesota corporation, hereinafter called the "Contractor." City and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. The Agreement

1.1 The Contractor will perform the following management services for the City:

The Contractor agrees to furnish management services for management of the East Bethel Ice Arena and perform the following functions, duties, and obligations in connection therewith:

- Provide an on-site manager, all necessary operational staff and provide worker's compensation insurance covering all its employees.
- Provide an on-site manager at the Arena full time September 1 through March 31. The manager will be at the Arena as necessary for the adequate performance of this Agreement and as required, April 1 through August 31.
- Market, sell, schedule, invoice, and ensure collection of all payments for all ice rental and dry floor events. All payments will be made directly to the City. Copies of all invoices will be provided to the City immediately upon preparation by the Contractor. All executed contracts, insurance paperwork, and payments must be provided to the City by the Contractor prior to use of the Arena through rental or other types of agreements.
- Provide commercial general liability insurance coverage in the amounts of at least \$1,000,000.00 per occurrence; \$2,000,000.00 annual aggregate, with the City of East Bethel named as an additional insured on the policy.
- Manage all concessions activities, including purchasing all concession merchandise and supplies. **Provide the City with a listing of menus, item prices and a schedule of concession stand dates and hours of operations prior to the St. Francis High School and the Youth Hockey season.**
- Market, sell, manage and ensure **the** display of all advertising including interior and exterior signage. All executed contracts and payments will be forwarded to the City for approval before signage is installed.
- Manage all short term maintenance projects and activities **as directed by the City.**
- Maintain the interior of the Arena **by cleaning all public areas at least daily and prior to any scheduled practices, games, dry floor rentals or any other uses. Install and maintain the ice surface to a safe and satisfactory playing surface. All emergency exits, sidewalks and front plaza must be kept clear of ice and snow as required for public safety.**

- Provide a weekly record of cleaning tasks, routine maintenance and equipment service on forms provided by the City.
- Thoroughly clean the facility at the end of the ice season and provide a form, furnished by the City reporting these activities.
- Thoroughly clean the facility within 48 hours after each dry floor activity and provide a form, furnished by the City reporting these activities.
- Provide staff for access to all dry floor rentals and staff to set up these activities as required.
- Provide open skating to the public once per week for a two hour period during December, January and February. Coordinate the scheduling of this activity with the City to utilize non-rented prime hours.
- Secure and protect the artificial turf a visually attractive manner inside the arena in an area that does not interfere with access to exit doors or interfere with any rink activities.
- Secure all buildings when not in use. Contractor will be liable for any damages, thefts or costs resulting from failure to lock the compressor building or from failure to arm the Arena alarm system when the Arena is unoccupied. Contractor will take full responsibility for the actions of clients that are allowed unsupervised access to the Arena.
- Meet with the City and Arena user groups as required by the City to address any management or facility issues and to coordinate activities, schedules and other items relating to any problems encountered by these groups.
- Establish and maintain a web site for Arena information, operations and scheduling as approved by the City. Update the Website on a daily basis and e-mail scheduling changes to the Youth Hockey Association, St. Francis High School and/or other users immediately after notification of rental time cancellation. Provide real time internet access to schedules via the Gibson Management Website.
- Install a 32" monitor in the lobby to display schedules and other pertinent announcements.
- The Contractor will provide scheduling software as approved by the City at the Contractors cost. The City will pay 50% of the hosting cost for this service not to exceed \$1,200. The City will purchase the software from the contractor for \$1,250 in the event the contract for services is not extended or approved beyond July 31, 2016.
- Maintain reasonable accounting practices and software with books of record that will allow the city to audit and review all financial transactions of the Ice Arena operations called for within this contract.
- Provide the City a monthly performance report by the end of each month on a form provided by the City.

1.2 The City will be responsible for the following:

- Maintain the building exterior and the property grounds including snow plowing the parking areas and ~~mowing the grassy areas~~ maintaining the lawn areas adjacent to of the facility.
- Address reasonable capital improvements and maintenance necessary to ensure continued, uninterrupted operation of the Arena for all user groups.
- Provide space in the City newsletter, Cable Access Channel and City Reader Board for Arena advertising information.
- Maintain insurance coverage at the statutory limits for property, boiler, machinery,

- business interruption, and commercial general liability.
- Pay all necessary Arena operating expenses except items used/consumed in the Concession Area.

ARTICLE 2. Contract Price and Payment

- 2.1 The amount to be paid for the Contractor's management fee, all wages, payroll taxes, worker's compensation costs and any other payroll-related costs, including all travel, meeting and training expenses will be \$79,000. The City will pay one half the hosting cost (\$1,200) of the scheduling software to be provided by the Contractor (\$10,200 per month for August, \$9,000 per month September through March and \$1,750 per month for April through July) for the contract year August 1, 2015 to July 31, 2016.

Commission Based Incentives:

Ice rental revenue will be shared equally between the City and the contractor after \$200,000 in ice time fees have been paid to the City.

The contractor will pay the City a minimum of \$2,000 for the right to sell advertising space in the Arena. Should the contractor's ad sales exceed \$2,000 and any excess of \$2,000 will be split equally between the contractor and the City. **The Contractor is encouraged to utilize the Youth Hockey Association and/or the St. Francis Booster Clubs to facilitate and maximize ad sales. All ad sales must be approved by the City and no ad signs can be installed unless the City approves sign design and receives payment for said ads.**

The Contractor and the City will equally share dry floor event revenues in excess of \$5,000. The City will retain the initial \$5,000 in rental fees for this activity. **The contractor may subcontract the promotion of and sale of rental time for dry floor events upon approval of the City.**

- 2.2 The Contractor will rent and operate the concession area in the Arena for \$2,000 per contract year and is due by December 15th. Contractor will be responsible for purchasing all products consumed and used in the Concession area.

Rental includes use and maintenance of concession equipment as follows:

- Cash Register-with point of sale software
- Refrigerator
- Microwave
- Pizza oven
- Popcorn Machine
- Nacho Cheese Machine

Should equipment listed need replacement, as deemed necessary by the City; Contractor will be responsible for 50% of the replacement cost. Equipment will remain property of the City.

The City will obtain the Food Establishment License from Anoka County and will be reimbursed from the Contractor for the License fee.

ARTICLE 3. Term

- 3.1 The term of this Agreement is August 1, 2015, to July 31, 2016.

A review of the contractor's performance based on the responsibilities outlined in the contract will be completed by the City no later than February 15, 2016. The City Council will have the option of extending this contract from August 1, 2016 to July 31, 2017, pending a satisfactory performance review.

ARTICLE 4. Contractor's Representations

- 4.1 In order to induce the City to enter into this Agreement, the Contractor makes the following representations:
 - 4.1.1 The Contractor has visited the East Bethel Ice Arena and become familiar with and is satisfied as to the Arena conditions that may affect performance of this Agreement.
 - 4.1.2 The Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect performance of this Agreement.

ARTICLE 5. Fair Employment Practices Required

- 5.1 The Contractor will comply with Section 103 and 107 of the "Contract Work Hours and Safety Standards Act" (40 USC 327-333) as supplemented by Department of Labor Regulations contained in 29 CFR Parts 3, 5 and 5a.
 - 5.1.1 Section 103 of the Act provides that laborers or mechanics of the Contractor will receive compensation on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basis rates of pay for all hours worked in excess of forty hours in any work week.

In the event of a violation, the Contractor will be liable to any affected employee for unpaid wages as well as to the appropriate government agency for liquidated damages.

Section 5 of the Federal Labor Standard Provisions, Housing and Urban Development Form 4010 sets forth in detail the Section 103 requirements.
 - 5.1.2 Section 107 of the Act provides that laborers or mechanics of the Contractor will not be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and safety, as determined under construction, safety, and health standards promulgated by the Secretary of Labor.
- 5.2 The Contractor will comply with all Federal and State anti-discrimination laws. To this end the Contractor agrees to comply with Section 202 of Executive Order 11246 of September 24, 1965, in which the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action will include, but is not limited to the following: employment, upgrading, demotion, or transfer; recruitment; advertising; layoff or termination; rates of pay or other compensation; and selection of training,

including apprenticeships.

5.2.1 The Contractor will send each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitment under Section 202 of Executive Order 11246 of September 24, 1965, and will post copies of the notice in conspicuous places, available to employees and applicants for employment.

5.2.2 The Contractor will state, in all solicitations or advertisements for employment placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

ARTICLE 6. Miscellaneous

6.1 Assignment of Agreement

No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.2 Successors and Assigns

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained this Agreement.

6.3 Severability

Any provision or part of this Agreement held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon the City and the Contractor, who agree that the Agreement will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.4 Insurance

The Contractor will maintain during the entire term of this Agreement the following insurances with at least the indicated amounts of coverage and provide the City a certificate of insurance showing such coverage's before providing any services under this Agreement: (1) commercial general liability insurance coverage with a policy limit of at least \$1,000,000.00 per occurrence; \$2,000,000.00 annual aggregate.; and (2) worker's compensation insurance. The Contractor's insurance provider shall provide the City with written notice at least 30 days in advance of any changes to the insurance

coverage as provided for in the Certificate of insurance provided by the Contractor including but not limited to termination of such coverage by the Contractor for any reason.

6.5 Independent Contractor

The Contractor acknowledges and agrees that it is an independent contractor and that nothing herein will be construed to create the relationship of employer and employee between the City and the Contractor. No employee related withholdings or deductions will be made from payments due the Contractor. The Contractor will not be entitled to receive any benefits from the City and will not be eligible for workers' compensation or unemployment benefits. The Contractor will at all times be free to exercise initiative, judgment, and discretion in how best to perform or provide the services identified herein.

6.6 Default

The occurrence of any of the following will constitute default by the Contractor and, if not corrected within ten days after the City provides the Contractor notice of the default, will allow the City to terminate the Agreement: (1) failure to adequately perform or deliver the required services; (2) failure to follow the specifications or standards established by this Agreement; (3) failure to perform or complete the services in a timely fashion as established by the City; (4) bankruptcy; (5) making a material misrepresentation; (6) persistently disregarding laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; (7) failure to satisfactorily perform this Agreement; or (8) failure to perform any other material provision of this Agreement. The City may lawfully terminate the Agreement if, after providing the Contractor ten days notice of the default, the Contractor does not correct the situation. Upon default of this Agreement by the Contractor, the City may withhold any payment due the Contractor for purposes of set-off until such time as the exact amount of damages due are determined. Such withholding will not constitute default or failure to perform on the part of the City.

6.7 Remedies

6.7.1 Default or breach of this Agreement by the Contractor will entitle the City to seek remedies under law and as provided by this Agreement. In the event this Agreement is terminated by reason of default by the Contractor, the City may recover the necessary costs of termination, including but not limited to, administrative, attorneys' fees, and legal costs, from the Contractor. Except when caused by circumstances beyond the parties' control, if the Contractor fails to perform in accordance with the specifications, terms, and conditions of this Agreement, the City will have the right to purchase the services from other sources on the open market. The City may deduct as damages from any money due or coming due to the Contractor the difference between the Contractor's price and the higher price or the costs of replacement services.

6.7.2 Any remedies available to the City are cumulative and not exclusive. The seeking or exercising by the City of a remedy does not waive its right to seek or exercise any other remedy available to it at law, in equity, by statute, or under this

Agreement.

6.8 Indemnification

The Contractor will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Comment [MV1]: duplicate

6.9 Record Availability and Retention

The Contractor agrees that the City or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and invoice transactions relating to this Agreement.

Contractor agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement.

7.0 This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Contractor in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and Contractor shall comply with those requirements as if it were a government entity.

7.1 Processing of Payments

Prior to processing of any and all payments to the Contractor pursuant to this Contract, compliance with East Finance Department regulations on the completion and filing of W-9 forms and other IRS and MN Department of Revenue taxing forms is required.

7.2 Nondiscrimination

During the performance of this Agreement, the Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

7.3 Possession of Firearms on Ice Arena Premises

Unless specifically required by the terms of this contract, no provider of services pursuant to this contract, including but not limited to employees, agents or subcontractors of the Vendor or Contractor shall carry or possess a firearm on City premises or while acting in service of this contract with the City pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to the City under law or equity are grounds for immediate suspension or termination of this contract.

IN WITNESS WHEREOF, the City and the Contractor have signed this Agreement in duplicate, One Counterpart each has been delivered to the City and the Contractor.

City of East Bethel

By: _____
Steve Voss, Mayor

Gibson Management, LLC

By: _____
Todd Gibson, Owner

By: _____
Jack Davis, City Administrator

**CONTRACT AGREEMENT BETWEEN
THE CITY OF EAST BETHEL
AND GIBSON MANAGEMENT COMPANY, LLC.**

This Agreement ("Agreement"), effective the 1st day of August, 2015 to July 31, 2016, is between the City of East Bethel, 2241-221st Avenue NE, East Bethel, Minnesota 55011, a Minnesota municipal corporation, hereinafter called the "City," and Gibson Management Company, LLC, PO Box 18, East Bethel, Minnesota 55011, a Minnesota corporation, hereinafter called the "Contractor." City and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. The Agreement

1.1 The Contractor will perform the following management services for the City:

The Contractor agrees to furnish management services for management of the East Bethel Ice Arena and perform the following functions, duties, and obligations in connection therewith:

- Provide an on-site manager, all necessary operational staff and provide worker's compensation insurance covering all its employees.
- Provide an on-site manager at the Arena full time September 1 through March 31. The manager will be at the Arena as necessary for the adequate performance of this Agreement and as required, April 1 through August 31.
- Market, sell, schedule, invoice, and ensure collection of all payments for all ice rental and dry floor events. All payments will be made directly to the City. Copies of all invoices will be provided to the City immediately upon preparation by the Contractor. All executed contracts, insurance paperwork, and payments must be provided to the City by the Contractor prior to use of the Arena through rental or other types of agreements.
- Provide commercial general liability insurance coverage in the amounts of at least \$1,000,000.00 per occurrence; \$2,000,000.00 annual aggregate, with the City of East Bethel named as an additional insured on the policy.
- Manage all concessions activities, including purchasing all concession merchandise and supplies. Provide the City with a listing of menus, item prices and a schedule of concession stand dates and hours of operations prior to the St. Francis High School or the Youth Hockey season.
- Market, sell, manage and ensure the display of all advertising including interior and exterior signage. All executed contracts and payments will be forwarded to the City for approval before signage is installed.
- Manage all short term maintenance projects and activities as directed by the City.
- Maintain the interior of the Arena by cleaning all public areas at least daily and prior to any scheduled practices, games, dry floor rentals or any other uses. Install and maintain the ice surface to a safe and satisfactory playing surface. All emergency exits, sidewalks and front plaza must be kept clear of ice and snow as required for public safety.
- Provide a weekly record of cleaning tasks, routine maintenance and equipment service on forms provided by the City.

- Thoroughly clean the facility at the end of the ice season and provide a form, furnished by the City reporting these activities.
- Thoroughly clean the facility within 48 hours after each dry floor activity and provide a form, furnished by the City reporting these activities.
- Provide staff for access to all dry floor rentals and staff to set up these activities as required.
- Provide open skating to the public once per week for a two hour period during December, January and February. Coordinate the scheduling of this activity with the City to utilize non-rented prime hours.
- Secure and protect the artificial turf in a visually attractive manner inside the arena in an area that does not interfere with access to exit doors or interfere with any rink activities.
- Secure all buildings when not in use. Contractor will be liable for any damages, thefts or costs resulting from failure to lock the compressor building or from failure to arm the Arena alarm system when the Arena is unoccupied. Contractor will take full responsibility for the actions of clients that are allowed unsupervised access to the Arena.
- Meet with the City and Arena user groups as required by the City to address any management or facility issues and to coordinate activities, schedules and other items relating to any problems encountered by these groups.
- Establish and maintain a web site for Arena information, operations and scheduling as approved by the City. Update the Website on a daily basis and e-mail scheduling changes to the Youth Hockey Association, St. Francis High School and/other users immediately after notification of rental time cancellation. Provide real time internet access to schedules via the Gibson Management Website.
- Install a 32" monitor in the lobby to display schedules and other pertinent announcements.
- The Contractor will provide scheduling software as approved by the City at the Contractors cost. The City will pay 50% of the hosting cost for this service not to exceed \$1,200. The City will purchase the software from the contractor for \$1,250 in the event the contract for services is not extended or approved beyond July 31, 2016.
- Maintain reasonable accounting practices that will allow the city to audit and review all financial transactions of the Ice Arena operations called for within this contract.
- Provide the City a monthly performance report by the end of each month on a form provided by the City.

1.2 The City will be responsible for the following:

- Maintain the building exterior and the property grounds including snow plowing the parking areas and maintaining the lawn areas of the facility.
- Address reasonable capital improvements and maintenance necessary to ensure continued, uninterrupted operation of the Arena for all user groups.
- Provide space in the City newsletter, Cable Access Channel and City Reader Board for Arena advertising information.
- Maintain insurance coverage at the statutory limits for property, boiler, machinery, business interruption, and commercial general liability.
- Pay all necessary Arena operating expenses except items used/consumed in the Concession Area.

ARTICLE 2. Contract Price and Payment

- 2.1 The amount to be paid for the Contractor's management fee, all wages, payroll taxes, worker's compensation costs and any other payroll-related costs, including all travel, meeting and training expenses will be \$79,000. The City will also pay one half the hosting cost (\$1,200) of the scheduling software to be provided by the Contractor. \$10,200 per month for August, \$9,000 per month September through March and \$1,750 per month for April through July) for the contract year August 1, 2015 to July 31, 2016.

Commission Based Incentives:

Ice Rental Revenue

Ice rental revenue will be shared equally between the City and the contractor after \$200,000 in ice time fees have been accrued by the City in a calendar year.

Advertising Revenue

The contractor will pay the City a minimum of \$2,000 for the right to sell advertising space in the Arena. Should the contractor's ad sales exceed \$2,000 in a calendar year will be split equally between the contractor and the City. The Contractor is encouraged to utilize the Youth Hockey Association and/or the St. Francis Booster Clubs to facilitate and maximize ad sales. All ad sales must be approved by the City and no ad signs can be installed unless the City approves sign design and receives payment for said ads.

Dry Floor Event Revenue

The Contractor and the City will equally share dry floor event revenues in excess of \$5,000 accrued per calendar year. The City will retain the initial \$5,000 in rental fees for this activity. The contractor may subcontract the promotion of and sale of rental time for dry floor events upon approval of the City.

- 2.2 The Contractor will rent and operate the concession area in the Arena for \$2,000 per contract year and is due by December 15th. Contractor will be responsible for purchasing all products consumed and used in the Concession area.

Rental includes use and maintenance of concession equipment as follows:

- Cash Register-with point of sale software
- Refrigerator
- Microwave
- Pizza oven
- Popcorn Machine
- Nacho Cheese Machine

Should equipment listed need replacement, as deemed necessary by the City; Contractor will be responsible for 50% of the replacement cost. Equipment will remain property of the City.

The City will obtain the Food Establishment License from Anoka County and will be reimbursed from the Contractor for the License fee.

ARTICLE 3. Term

- 3.1 The term of this Agreement is August 1, 2015, to July 31, 2016.
A review of the contractor's performance based on the responsibilities outlined in the contract will be completed by the City no later than February 15, 2016. The City Council will have the option of extending this contract from August 1, 2016 to July 31, 2017, pending a satisfactory performance review.

ARTICLE 4. Contractor's Representations

- 4.1 In order to induce the City to enter into this Agreement, the Contractor makes the following representations:
- 4.1.1 The Contractor has visited the East Bethel Ice Arena and become familiar with and is satisfied as to the Arena conditions that may affect performance of this Agreement.
- 4.1.2 The Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect performance of this Agreement.

ARTICLE 5. Fair Employment Practices Required

- 5.1 The Contractor will comply with Section 103 and 107 of the "Contract Work Hours and Safety Standards Act" (40 USC 327-333) as supplemented by Department of Labor Regulations contained in 29 CFR Parts 3, 5 and 5a.
- 5.1.1 Section 103 of the Act provides that laborers or mechanics of the Contractor will receive compensation on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basis rates of pay for all hours worked in excess of forty hours in any work week.
- In the event of a violation, the Contractor will be liable to any affected employee for unpaid wages as well as to the appropriate government agency for liquidated damages.
- Section 5 of the Federal Labor Standard Provisions, Housing and Urban Development Form 4010 sets forth in detail the Section 103 requirements.
- 5.1.2 Section 107 of the Act provides that laborers or mechanics of the Contractor will not be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and safety, as determined under construction, safety, and health standards promulgated by the Secretary of Labor.
- 5.2 The Contractor will comply with all Federal and State anti-discrimination laws. To this end the Contractor agrees to comply with Section 202 of Executive Order 11246 of September 24, 1965, in which the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color,

religion, sex, or national origin. Such action will include, but is not limited to the following: employment, upgrading, demotion, or transfer; recruitment; advertising; layoff or termination; rates of pay or other compensation; and selection of training, including apprenticeships.

5.2.1 The Contractor will send each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitment under Section 202 of Executive Order 11246 of September 24, 1965, and will post copies of the notice in conspicuous places, available to employees and applicants for employment.

5.2.2 The Contractor will state, in all solicitations or advertisements for employment placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

ARTICLE 6. Miscellaneous

6.1 Assignment of Agreement

No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.2 Successors and Assigns

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained this Agreement.

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Any provision or part of this Agreement held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon the City and the Contractor, who agree that the Agreement will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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The occurrence of any of the following will constitute default by the Contractor and, if not corrected within ten days after the City provides the Contractor notice of the default, will allow the City to terminate the Agreement: (1) failure to adequately perform or deliver the required services; (2) failure to follow the specifications or standards established by this Agreement; (3) failure to perform or complete the services in a timely fashion as established by the City; (4) bankruptcy; (5) making a material misrepresentation; (6) persistently disregarding laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; (7) failure to satisfactorily perform this Agreement; or (8) failure to perform any other material provision of this Agreement. The City may lawfully terminate the Agreement if, after providing the Contractor ten days notice of the default, the Contractor does not correct the situation. Upon default of this Agreement by the Contractor, the City may withhold any payment due the Contractor for purposes of set-off until such time as the exact amount of damages due are determined. Such withholding will not constitute default or failure to perform on the part of the City.

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Comment [MV1]: duplicate

6.9 Record Availability and Retention

The Contractor agrees that the City or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and invoice transactions relating to this Agreement.

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