



Pg. 70-94            G.    City Administrator  
                                 1.    Resolution 2015-69, Hwy 65 JPA

**8:30PM**            **9.0**    **Other**  
                                 A.    Staff Report  
                                 B.    Council Reports  
                                 C.    Other

**8:40 PM**            **10.0**    **Adjourn**



# City of East Bethel City Council Agenda Information

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**Date:**

December 16, 2015

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**Agenda Item Number:**

Item 4.0 A

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**Agenda Item:**

Anoka County Sheriff's Report

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**Requested Action:**

Information Item

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**Background Information:**

Commander Orlando will present the November 2016 Sheriff's Report

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**Fiscal Impact:**

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**Recommendation(s):**

No action required at this time

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# City of East Bethel City Council Agenda Information

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**Date:**

December 16, 2015

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**Agenda Item Number:**

Item 4.0 B

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**Agenda Item:**

Fire Department Report

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**Requested Action:**

Informational only

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**Background Information:**

The Fire Chief will present a report of the Fire Department's activities for the month of November.

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**Fiscal Impact:**

None

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**Recommendation(s):**

Informational only.

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## East Bethel Fire Department November, 2015 Response Calls

ncident Number	ncident Date	Alarm Time	ocation	ncident Type
502	11/30/2015	21:47	241 <sup>st</sup> and Hwy 65	Motor vehicle accident
501	11/30/2015	16:17	3422 190th AVE NE	EMS call
500	11/29/2015	22:10	20512 University AVE	EMS call
499	11/29/2015	01:36	233 <sup>rd</sup> and Gopher DR NE	Power line down
498	11/28/2015	10:16	18315 Leyte ST NE	EMS call
497	11/27/2015	21:48	Viking Blvd and Hwy 65	Motor vehicle accident
496	11/27/2015	17:38	1046 181st LN NE	EMS call
495	11/27/2015	12:45	412 Dahlia DR NE	EMS call
494	11/26/2015	13:54	22054 Durant ST	Fire Alarm
493	11/26/2015	09:17	19249 East Front BLVD NE	EMS call
492	11/24/2015	20:27	3530 Viking BLVD NE	EMS call
491	11/24/2015	09:51	24355 Hwy 65	EMS call
490	11/23/2015	07:17	187 <sup>th</sup> and Hwy 65	Animal rescue
489	11/21/2015	12:46	237 <sup>th</sup> and Hwy 65	Motor vehicle accident
488	11/21/2015	03:59	21429 Ulysses ST	EMS call
487	11/21/2015	02:19	19825 Polk ST	EMS call
486	11/20/2015	09:31	915 221st AVE	Motor vehicle accident
485	11/19/2015	06:43	23820 Dewey ST NW	Fire, Mutual Aid
484	11/18/2015	23:32	3530 Viking BLVD NE	EMS call
483	11/18/2015	21:05	20436 Austin ST NE	EMS call
482	11/18/2015	15:18	1120 231st AVE	EMS call
481	11/15/2015	20:15	852 221st AVE NE	EMS call
480	11/13/2015	19:28	18635 Ulysses ST NE	Authorized controlled burning
479	11/12/2015	17:14	Viking Blvd and Jackson ST	Motor vehicle accident
478	11/11/2015	13:57	3356 Viking BLVD NE	EMS call
477	11/11/2015	12:54	3501 190th AVE	Unauthorized burning
476	11/10/2015	08:00	18164 Hwy 65	EMS call
475	11/09/2015	13:48	221st AVE NE	Motor vehicle accident
474	11/08/2015	12:42	18462 Lake View PT	Unauthorized burning
473	11/06/2015	04:39	2836 221st AVE	EMS call
472	11/06/2015	02:42	18530 Buchanan ST	Truck Fire(s)
471	11/04/2015	16:47	22435 Palisade ST NE	EMS call
470	11/04/2015	05:39	221 <sup>st</sup> and Hwy 65	Motor vehicle accident
469	11/04/2015	01:17	18164 Hwy 65 NE	EMS call
468	11/03/2015	20:24	1120 231st LN NE	EMS call
467	11/03/2015	18:42	24355 Highway 65 NE	EMS call
466	11/03/2015	17:25	20920 Hastings ST	Unauthorized burning
465	11/03/2015	10:20	Viking Blvd and Johnson ST	Motor vehicle accident
464	11/03/2015	02:40	2751 Viking BLVD NE	EMS call
463	11/02/2015	14:46	2814 NE Viking Blvd	Extrication of victim(s)
462	11/02/2015	11:52	191 Elm RD NE	Unauthorized burning
461	11/01/2015	15:35	Viking Blvd and Hwy 65	Motor vehicle accident
<b>Total</b>				<b>2</b>



# City of East Bethel

Subject: Fire Inspector Report

November 1 – 30, 2015

<b>City of East Bethel Fire Inspection List</b>		
<b>Name</b>	<b>Address</b>	<b>Comments</b>
Shaw Trucking		Follow up from multi truck fire on 11/6/15. Code for gate on FD lockbox
Quality Woodworking	425 189 <sup>th</sup> Ave	No Violations
Top A Truck	22418 Hwy 65	No Violations
Transworks	18607 Hwy 65	No Violations
Hunters Inn	20454 Hwy 65	Closed
Road Warrior Tattoo	18505 Hwy 65	2 <sup>nd</sup> Inspection: No Violations
PEI	3158 Viking Blvd	No Violations
Preferred Tool	3140 Viking Blvd	No Violations
Steve's Heating	21345 Aberdeen St.	No Violations
Two Times Inc	21217 Hwy 65	Fire Extinguishers
Grace Counseling	21471 Ulysses St 300	Fire Extinguisher and Open Flame
Boss Control Systems	21471 Ulysses St 200	No Violations
Route 65 Liquors	18453 Hwy 65	Fire Extinguishers and Exit

NOTE: First Inspections Unless Noted

00 Businesses Inspected

Reported by: Mark Duchene  
Fire Inspectors



# City of East Bethel City Council Agenda Information

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**Date:**

December 16, 2015

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**Agenda Item Number:**

Item 6.0 A-K

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**Agenda Item:**

Consent Agenda

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**Requested Action:**

Consider approving Consent Agenda as presented

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**Background Information:**

Item A

Approve Bills

Item B

December 2, 2015 City Council Meeting Minutes

Meeting minutes from the December 2, 2015 City Council Meeting are attached for your review.

Item C

Approve 2016 Garbage Haulers

The licensees on the attached list have submitted applications for garbage/rubbish hauler license renewal effective January 1, 2016. All current license holders were mailed notice of the renewal on November 6, 2015. All but one of the listed license holders (**Walter's Recycling & Refuse**) have completed the application form, paid the fees, and submitted the proof of insurance. An updated list will be provided at the City Council meeting on Wednesday, December 16<sup>th</sup>.

Item D

Approve 2016 Tobacco Licenses

The licensees on the attached list have submitted applications for tobacco license renewal effective January 1, 2016. All current license holders were mailed notice of the renewal on November 6, 2015. All listed license holders have completed the application form, paid the required fees (\$200), and submitted proof of insurance as required by statute.

Item E

Final Payment for Whispering Aspen Overlay Project

Final Payment for the Whispering Aspen Street Surface Improvement Project  
North Metro Asphalt & Contracting received the contract for the Whispering Aspen Street Surface Improvement Project. The Contractor failed to complete the punch list work in accordance with the contract and the management of this project has been assumed by the bonding company Granite RE, Inc.. Granite RE, Inc. has submitted the required information to consider this project for final payment.

The final payment for this project is \$17,863.50. A copy of the final payment is attached. Payment for this project was financed from the City's Street Capital Fund and through funds that are collected from the developer for street improvements in accordance with the Developers Agreement. Funds, as noted, are available and appropriate for this project.

All previous payments for this project were made to Northern Escrow, Inc. as directed by the bonding company and as approved by the contractor. On June 2, 2015 the City received a letter from Gray, Plant, Mooty requesting that all amounts owed to North Metro Asphalt be paid to them on behalf of their client Sentry Bank. The City attorney has advised that a letter of concurrence should be provided from Granite RE, Gray, Plant, Mooty, and Northern Escrow, Inc. indicating where the final payment should be made. Further if a concurrence letter is not received the money shall be filed with the State.

Staff has sent Granite RE, Gray, Plant, Mooty, and Northern Escrow, Inc. a letter requesting concurrence on the final payment. If a concurrence letter is not received by December 30, 2015 the final payment will be filed with the State or as advised by the City Attorney.

#### Item F

##### Accept Probationary Firefighter Resignation

Harley Lott has submitted his resignation as Fire Fighter with the City of East Bethel. Mr. Lott has served the City as a Probationary Fire Fighter for the past year. Mr. Lott plans on working with the Minnesota DNR as a part time wildland firefighter.

#### Item G

##### 2016 TimeSaver Contract

TimeSaver Off Site Secretarial, Inc. (TOSS) has been providing recording secretarial services for City Council Meetings since May 2014. Costs for their service to date for 2015 are \$12,853. Their proposed contract is attached and reflects a 2.25% increase for this service. The cost of the meeting minutes is based on the length of the meeting and the number of pages prepared.

Prior to contracting with TOSS, City Staff costs for minute recording averaged approximately \$15,000 per year. Funds for this service are included in the 2016 Budget.

#### Item H

##### Oak Grove Building Official and Inspection Proposed 2015 Contract

The City has provided Building Official and Inspection Services to the City of Oak Grove since 2013. The proposed contract for 2016 is identical to the 2015 contract for both fees and service. The City charges 80% of the fee schedule and 100% of the plan review costs to fund this service. The income for each year of this agreement have exceeded our costs for these services. A copy of the proposed Contract is attached. Revenue for this contract has been included in the 2016 Budget.

#### Item I

##### Recording Secretary Contract

The City has advertised and interviewed candidates for the part-time position of Recording Secretary. Gail Gessner has been selected for and exceeds all the qualifications we are seeking for this position. The duties of this position are to prepare the minutes for the Parks, Roads and Planning Commissions and the EDA. A copy of the contract is included in an attachment to the Consent Agenda. Funds for this position are included in the 2016 Budget.

#### Item J

##### Resolution 2015-66, Release of Development Contract

At the request of the new buyer (Classic Construction) and to clear title for 18530 Ulysses St NE, PID # 32-33-23-24-0007 (Tourco Bus), the buyer would like to have the Development Contract that was entered into between the City of East Bethel and Shade Tree Construction in 1997

released. The items as outlined in the contract were met in 1998 and therefore the conditions of this document have been satisfied.

Item K

Resolution 2015-67, Amendment to the 2016 Fee Schedule

When the 2016 Fee Schedule was adopted by City Council on December 2, 2015, it did not include fees for Brewery/Taproom On-Sale licensing, Off-Sale Growler licensing, or Microdistillery Off-Sale licensing. An amendment to the City’s Liquor Ordinances to allow for these types of licenses was adopted on July 1, 2015. License fees were not set at that time.

This amendment would establish the following fees:

- Brewery/Taproom On-Sale License, \$250 per year
- Off-Sale Growler License, \$150 per year
- Microdistillery Off-Sale License, \$380 per year

The Brewery/Taproom On-Sale license fee is proposed at the same amount that we charge an On-Sale 3.2% Malt Liquor license. The licensee would also have to pay the \$300 investigation fee for their license.

The Off-Sale Growler license is proposed at the same amount that we charge an Off-Sale 3.2% Malt Liquor license. An investigation fee would not be included on this license, since the licensee would have already paid an investigation fee with their Brewery/Taproom license.

The Microdistillery Off-Sale license fee is proposed at the same amount that we charge an Off-Sale Intoxicating Liquor license. The licensee would also have to pay the \$300 investigation fee for this license.

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**Fiscal Impact:**

As noted above.

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**Recommendation(s):**

Staff recommends approval of the Consent Agenda as presented.

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**City Council Action**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_



**Payments for Council Approval December 16, 2015**

Bills to be approved for payment	\$185,250.39
Electronic Payroll Payments	\$28,079.09
Payroll - City Staff December 3, 2015	\$37,842.46
Payroll - City Council December 15, 2015	\$1,775.99
Payroll - Fire Department December 15, 2015	\$7,433.81
<b>Total to be Approved for Payment</b>	<b>\$260,381.74</b>

**City of East Bethel**  
**December 16, 2015**  
**Payment Summary**

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Anoka County CDBG	Professional Services Fees	113015	DCC INC.	233	23300	\$2,445.00
Anoka County CDBG	Professional Services Fees	1555	Lashinski Septic Service	233	23300	\$21,062.00
Anoka County CDBG	Professional Services Fees	6545	M. Praught Drilling, Inc.	233	23300	\$6,154.00
Anoka County CDBG	Professional Services Fees	9300	Steinbrecher Companies Inc.	233	23300	\$1,095.00
Arena Operations	Bldg/Facility Repair Supplies	2904	Menards Cambridge	615	49851	\$312.89
Arena Operations	Bldgs/Facilities Repair/Maint	112415	Wright-Hennepin Coop Electric	615	49851	\$119.95
Arena Operations	Electric Utilities	112015	Connexus Energy	615	49851	\$5,179.18
Arena Operations	General Operating Supplies	185721	Class C Components	615	49851	\$227.14
Arena Operations	Information Systems	B151202J	Anoka County Treasury Dept	615	49851	\$75.00
Arena Operations	Motor Fuels	1089274299	Ferrellgas	615	49851	\$155.65
Arena Operations	Motor Fuels	1089415413	Ferrellgas	615	49851	\$192.19
Arena Operations	Motor Fuels	1089680951	Ferrellgas	615	49851	\$338.34
Arena Operations	Refuse Removal	1351242	Ace Solid Waste, Inc.	615	49851	\$101.79
Arena Operations	Repairs/Maint Machinery/Equip	556759	Isanti Rental	615	49851	\$377.20
Arena Operations	Telephone	332373310-168	Sprint Nextel Communications	615	49851	\$24.09
Building Inspection	Conferences/Meetings	2110000290	Regents of University of MN	101	42410	\$110.00
Building Inspection	Conferences/Meetings	2110000291	Regents of University of MN	101	42410	\$310.00
Building Inspection	Conferences/Meetings	2110000292	Regents of University of MN	101	42410	\$220.00
Building Inspection	Electrical Inspections	120115	Brian Nelson Inspection Svcs	101		\$1,214.25
Building Inspection	Motor Fuels	3275	Mansfield Oil Company	101	42410	\$199.33
Building Inspection	Telephone	332373310-168	Sprint Nextel Communications	101	42410	\$3.18
Central Services/Supplies	Information Systems	B151202J	Anoka County Treasury Dept	101	48150	\$75.00
Central Services/Supplies	Information Systems	B151202J	Anoka County Treasury Dept	101	48150	\$75.00
Central Services/Supplies	Information Systems	220889	City of Roseville	101	48150	\$2,388.67
Central Services/Supplies	Information Systems	1332289017722	Midcontinent Communications	101	48150	\$650.00
Central Services/Supplies	Office Supplies	IN0998703	Innovative Office Solutions	101	48150	\$144.82
Central Services/Supplies	Office Supplies	IN1007811	Innovative Office Solutions	101	48150	\$99.81
Central Services/Supplies	Postage/Delivery	120715	Reserve Account	101	48150	\$1,000.00
Central Services/Supplies	Repairs/Maint Machinery/Equip	900659	EPA Audio Visual, Inc.	101	48150	\$285.00
Central Services/Supplies	Telephone	112815	CenturyLink	101	48150	\$97.44
City Administration	Professional Services Fees	M21760	TimeSaver Off Site Secretarial	101	41320	\$671.50
City Administration	Telephone	332373310-168	Sprint Nextel Communications	101	41320	\$82.92
Civic Events	General Operating Supplies	26554	Advantage Signs & Graphics Inc	227	45311	\$164.10
Economic Development Authority	Dues and Subscriptions	120915	CMDC Business Financing	232	23200	\$100.00
Economic Development Authority	Dues and Subscriptions	2016	East Bethel Chamber	232	23200	\$75.00
Economic Development Authority	Professional Services Fees	300014767	Regents of University of MN	232	23200	\$4,000.00
Engineering	Architect/Engineering Fees	35462	Hakanson Anderson Assoc. Inc.	101	43110	\$245.70
Engineering	Architect/Engineering Fees	35462	Hakanson Anderson Assoc. Inc.	101	43110	\$482.64
Engineering	Architect/Engineering Fees	35462	Hakanson Anderson Assoc. Inc.	101	43110	\$231.76
Engineering	Architect/Engineering Fees	35462	Hakanson Anderson Assoc. Inc.	101	43110	\$135.00
Engineering	Architect/Engineering Fees	35484	Hakanson Anderson Assoc. Inc.	101	43110	\$501.76
Engineering	Architect/Engineering Fees	35484	Hakanson Anderson Assoc. Inc.	101	43110	\$688.52
Engineering	Architect/Engineering Fees	35484	Hakanson Anderson Assoc. Inc.	101	43110	\$211.90
Finance	Conferences/Meetings	100001	Abdo, Eick & Meyers, LLP	101	41520	\$75.00
Fire Department	Conferences/Meetings	123484	Viking Trophies	101	42210	\$717.96

**City of East Bethel**  
**December 16, 2015**  
**Payment Summary**

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Fire Department	Dues and Subscriptions	15-063	Anoka County Fire	101	42210	\$420.00
Fire Department	Dues and Subscriptions	2016	MN State Fire Dept Assn	101	42210	\$200.00
Fire Department	Dues and Subscriptions	2016	MN State Fire Dept Assn	101	42210	\$315.00
Fire Department	Electric Utilities	112015	Connexus Energy	101	42210	\$99.06
Fire Department	Electric Utilities	112015	Connexus Energy	101	42210	\$9.81
Fire Department	Electric Utilities	112015	Connexus Energy	101	42210	\$452.76
Fire Department	Electric Utilities	112015	Connexus Energy	101	42210	\$95.26
Fire Department	General Operating Supplies	28648	Alex Air Apparatus, Inc.	101	42210	\$510.00
Fire Department	General Operating Supplies	8225	Menards - Forest Lake	101	42210	\$25.32
Fire Department	Motor Fuels	3275	Mansfield Oil Company	101	42210	\$317.08
Fire Department	Motor Fuels	3278	Mansfield Oil Company	101	42210	\$231.26
Fire Department	Refuse Removal	1351242	Ace Solid Waste, Inc.	101	42210	\$66.54
Fire Department	Refuse Removal	120215	SRC, Inc.	101	42210	\$866.00
Fire Department	Repairs/Maint Machinery/Equip	2015119	Anoka County	101	42210	\$476.08
Fire Department	Repairs/Maint Machinery/Equip	5031	Kirvida Fire, Inc.	101	42210	\$280.83
Fire Department	Repairs/Maint Machinery/Equip	5032	Kirvida Fire, Inc.	101	42210	\$280.83
Fire Department	Repairs/Maint Machinery/Equip	5191	Kirvida Fire, Inc.	101	42210	\$161.78
Fire Department	Repairs/Maint Machinery/Equip	7660	Menards - Forest Lake	101	42210	\$234.37
Fire Department	Repairs/Maint Machinery/Equip	150054996	Pomp's Tire Service, Inc.	101	42210	\$555.44
Fire Department	Software Licensing	15-079	Anoka County Fire	101	42210	\$3,280.00
Fire Department	Telephone	112815	CenturyLink	101	42210	\$173.36
Fire Department	Telephone	112815	CenturyLink	101	42210	\$58.29
Fire Department	Telephone	112815	CenturyLink	101	42210	\$116.84
Fire Department	Telephone	112815	CenturyLink	101	42210	\$0.00
Fire Department	Telephone	332373310-168	Sprint Nextel Communications	101	42210	\$6.36
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	1003	Bill's Quality Cleaning	101	41940	\$380.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	120215	Hass Septic Cleaning	101	41940	\$1,270.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	455408-11-15	Premium Waters, Inc.	101	41940	\$28.35
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	126753	Robert B. Hill Company	101	41940	\$18.00
General Govt Buildings/Plant	Cleaning Supplies	IN1007811	Innovative Office Solutions	101	41940	\$30.46
General Govt Buildings/Plant	Electric Utilities	112015	Connexus Energy	101	41940	\$694.88
General Govt Buildings/Plant	Electric Utilities	112015	Connexus Energy	101	41940	\$138.26
General Govt Buildings/Plant	Electric Utilities	112015	Connexus Energy	101	41940	\$14.88
General Govt Buildings/Plant	Refuse Removal	1351242	Ace Solid Waste, Inc.	101	41940	\$84.77
Legal	Legal Fees	11 2015	Eckberg, Lammers, Briggs,	101	41610	\$8,396.65
Legal	Legal Fees	146171	Eckberg, Lammers, Briggs,	101	41610	\$4,732.40
Mayor/City Council	Commissions and Boards	2016-01	Sunrise River WMO	101	41110	\$5,136.07
Mayor/City Council	Other Advertising	76205	The Courier	101	41110	\$50.00
MSA Street Construction	Architect/Engineering Fees	35457	Hakanson Anderson Assoc. Inc.	402	40200	\$2,351.59
MSA Street Construction	Architect/Engineering Fees	35459	Hakanson Anderson Assoc. Inc.	402	40200	\$2,295.20
MSA Street Construction	Architect/Engineering Fees	35471	Hakanson Anderson Assoc. Inc.	402	40200	\$26,342.90
MSA Street Construction	Architect/Engineering Fees	35480	Hakanson Anderson Assoc. Inc.	402	40200	\$5,872.15
MSA Street Construction	Architect/Engineering Fees	35481	Hakanson Anderson Assoc. Inc.	402	40200	\$8,721.05
Park Capital Projects	Bldgs/Facilities Repair/Maint	3041730	Town and Country Fence	407	40700	\$6,150.00
Park Maintenance	Bldg/Facility Repair Supplies	101075098	The Collings Group, Inc.	101	43201	\$273.00

**City of East Bethel**  
**December 16, 2015**  
**Payment Summary**

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Park Maintenance	Bldg/Facility Repair Supplies	101075099	The Collings Group, Inc.	101	43201	\$100.50
Park Maintenance	Clothing & Personal Equipment	1182402277	G&K Services - St. Paul	101	43201	\$19.00
Park Maintenance	Clothing & Personal Equipment	1182413697	G&K Services - St. Paul	101	43201	\$19.00
Park Maintenance	Clothing & Personal Equipment	1182425215	G&K Services - St. Paul	101	43201	\$19.00
Park Maintenance	Electric Utilities	112015	Connexus Energy	101	43201	\$51.76
Park Maintenance	Electric Utilities	112015	Connexus Energy	101	43201	\$14.77
Park Maintenance	Electric Utilities	112015	Connexus Energy	101	43201	\$45.07
Park Maintenance	Electric Utilities	112015	Connexus Energy	101	43201	\$31.79
Park Maintenance	Electric Utilities	112015	Connexus Energy	101	43201	\$16.24
Park Maintenance	Electric Utilities	112015	Connexus Energy	101	43201	\$18.86
Park Maintenance	Electric Utilities	112015	Connexus Energy	101	43201	\$19.13
Park Maintenance	General Operating Supplies	2253	Menards Cambridge	101	43201	\$75.87
Park Maintenance	Motor Fuels	3275	Mansfield Oil Company	101	43201	\$271.79
Park Maintenance	Motor Fuels	3278	Mansfield Oil Company	101	43201	\$444.74
Park Maintenance	Motor Vehicles Parts	1927703778	Rigid Hitch Inc.	101	43201	\$14.71
Park Maintenance	Other Equipment Rentals	97221	Jimmy's Johnnys, Inc.	101	43201	\$70.00
Park Maintenance	Personnel/Labor Relations	2536831511	First Advantage LNS	101	43201	\$45.90
Payroll	Insurance Premiums	12 2015	NCPERS Minnesota	101		\$144.00
Payroll	Union Dues	12 2015	MN Public Employees Assn	101		\$429.00
Planning and Zoning	Escrow	35456	Hakanson Anderson Assoc. Inc.	101		\$245.73
Planning and Zoning	Escrow Reimbursement	120715	Aliaksandr Makhnach	101		\$8,471.25
Planning and Zoning	Escrow Reimbursement	120815	Andrew Nelson	101		\$500.00
Planning and Zoning	Escrow Reimbursement	120915	Beaverbrook Tri Cty Sportsmen	101		\$1,000.00
Planning and Zoning	Escrow Reimbursement	120915	Brown-Wilbert	101		\$1,000.00
Planning and Zoning	Escrow Reimbursement	120915	Darrel Pearson	101		\$500.00
Planning and Zoning	Escrow Reimbursement	120915	Gilbert Hovland	101		\$19,100.00
Planning and Zoning	Escrow Reimbursement	120915	Karen Elwood	101		\$500.00
Planning and Zoning	Escrow Reimbursement	120915	Lonesome Dove Angus Inc.	101		\$1,000.00
Planning and Zoning	Escrow Reimbursement	120915	Roger Rickey	101		\$300.00
Planning and Zoning	Escrow Reimbursement	120915	TH Construction	101		\$1,800.00
Planning and Zoning	Escrow Reimbursement	120915	Truck Body Specialists	101		\$300.00
Planning and Zoning	Travel Expenses	120915	Colleen Winter	101	41910	\$37.38
Police	Professional Services Fees	11 2015	Gratitude Farms	101	42110	\$250.00
Recycling Operations	Bldg/Facility Repair Supplies	1569	Menards Cambridge	226	43235	\$83.34
Recycling Operations	Electric Utilities	112015	Connexus Energy	226	43235	\$129.30
Recycling Operations	Other Equipment Rentals	97221	Jimmy's Johnnys, Inc.	226	43235	\$70.00
Recycling Operations	Professional Services Fees	12 2015	Cedar East Bethel Lions	226	43235	\$417.80
Recycling Operations	Professional Services Fees	12 2015	Cedar East Bethel Lions	226	43235	\$1,200.00
Recycling Operations	Refuse Removal	1351242	Ace Solid Waste, Inc.	226	43235	\$160.83
Sewer Operations	Electric Utilities	112015	Connexus Energy	602	49451	\$143.32
Sewer Operations	Electric Utilities	112015	Connexus Energy	602	49451	\$47.72
Sewer Operations	Electric Utilities	112015	Connexus Energy	602	49451	\$35.16
Street Maintenance	Bldg/Facility Repair Supplies	6985	Menards - Forest Lake	101	43220	\$629.88
Street Maintenance	Bldgs/Facilities Repair/Maint	1182402277	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Bldgs/Facilities Repair/Maint	1182413697	G&K Services - St. Paul	101	43220	\$5.33

**City of East Bethel**  
**December 16, 2015**  
**Payment Summary**

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Street Maintenance	Bldgs/Facilities Repair/Maint	1182425215	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Bldgs/Facilities Repair/Maint	455408-11-15	Premium Waters, Inc.	101	43220	\$28.35
Street Maintenance	Clothing & Personal Equipment	1182402277	G&K Services - St. Paul	101	43220	\$17.96
Street Maintenance	Clothing & Personal Equipment	1182413697	G&K Services - St. Paul	101	43220	\$17.96
Street Maintenance	Clothing & Personal Equipment	1182425215	G&K Services - St. Paul	101	43220	\$17.96
Street Maintenance	Electric Utilities	112015	Connexus Energy	101	43220	\$171.83
Street Maintenance	Electric Utilities	112015	Connexus Energy	101	43220	\$287.29
Street Maintenance	Electric Utilities	112015	Connexus Energy	101	43220	\$65.00
Street Maintenance	Electric Utilities	112015	Connexus Energy	101	43220	\$123.87
Street Maintenance	Electric Utilities	112015	Connexus Energy	101	43220	\$113.58
Street Maintenance	Electric Utilities	112015	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	112015	Connexus Energy	101	43220	\$396.24
Street Maintenance	Electric Utilities	112015	Connexus Energy	101	43220	\$189.97
Street Maintenance	Electric Utilities	112015	Connexus Energy	101	43220	\$16.24
Street Maintenance	Electric Utilities	112015	Connexus Energy	101	43220	\$79.30
Street Maintenance	Equipment Parts	6839	Hydraulics Plus & Consulting	101	43220	\$41.69
Street Maintenance	General Operating Supplies	555374	Ham Lake Hardware	101	43220	\$6.48
Street Maintenance	General Operating Supplies	113305	Metro Products, Inc.	101	43220	\$111.69
Street Maintenance	General Operating Supplies	280486	S & S Industrial Supply	101	43220	\$47.12
Street Maintenance	General Operating Supplies	280502	S & S Industrial Supply	101	43220	\$8.30
Street Maintenance	Lubricants and Additives	17379	DB Kopyy	101	43220	\$54.51
Street Maintenance	Motor Fuels	3275	Mansfield Oil Company	101	43220	\$117.77
Street Maintenance	Motor Fuels	3278	Mansfield Oil Company	101	43220	\$1,102.97
Street Maintenance	Motor Vehicle Services (Lic d)	56993	Ancom Communications	101	43220	\$398.55
Street Maintenance	Motor Vehicles Parts	F-253230099	Allstate Peterbilt North	101	43220	\$140.89
Street Maintenance	Motor Vehicles Parts	3514688	Auto Nation SSC	101	43220	\$181.57
Street Maintenance	Motor Vehicles Parts	C241191466:01	I State Truck Inc.	101	43220	\$192.45
Street Maintenance	Motor Vehicles Parts	1539-417710	O'Reilly Auto Stores Inc.	101	43220	\$47.55
Street Maintenance	Personnel/Labor Relations	2536831511	First Advantage LNS	101	43220	\$45.90
Street Maintenance	Professional Services Fees		Gopher State One-Call	101	43220	\$30.45
Street Maintenance	Refuse Removal	1351242	Ace Solid Waste, Inc.	101	43220	\$52.89
Street Maintenance	Safety Supplies	81977257	Bound Tree Medical, LLC	101	43220	\$208.07
Street Maintenance	Telephone	112815	CenturyLink	101	43220	\$69.96
Street Maintenance	Telephone	332373310-168	Sprint Nextel Communications	101	43220	\$69.80
Street Maintenance	Tires	150058035	Pomp's Tire Service, Inc.	101	43220	\$130.00
Water Utility Capital Projects	Architect/Engineering Fees	35460	Hakanson Anderson Assoc. Inc.	433	49405	\$371.99
Water Utility Capital Projects	Architect/Engineering Fees	35461	Hakanson Anderson Assoc. Inc.	433	49405	\$1,546.02
Water Utility Capital Projects	Architect/Engineering Fees	35482	Hakanson Anderson Assoc. Inc.	433	49405	\$1,224.25
Water Utility Capital Projects	Architect/Engineering Fees	35483	Hakanson Anderson Assoc. Inc.	433	49405	\$751.90
Water Utility Operations	Bldgs/Facilities Repair/Maint	112415	Wright-Hennepin Coop Electric	601	49401	\$26.67
Water Utility Operations	Chemicals and Chem Products	3802771 RI	Hawkins, Inc	601	49401	\$60.00
Water Utility Operations	Electric Utilities	112015	Connexus Energy	601	49401	\$212.67
Water Utility Operations	Electric Utilities	112015	Connexus Energy	601	49401	\$113.06
Water Utility Operations	Electric Utilities	112015	Connexus Energy	601	49401	\$734.89
Water Utility Operations	Telephone	112815	CenturyLink	601	49401	\$0.00

**City of East Bethel**  
**December 16, 2015**  
**Payment Summary**

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Water Utility Operations	Telephone	112815	CenturyLink	601	49401	\$125.21
Water Utility Operations	Telephone	112815	CenturyLink	601	49401	\$0.00
Water Utility Operations	Utility Maint Supplies	176209	Ferguson Waterworks #2516	601	49401	\$338.24
Water Utility Operations	Utility Maint Supplies	176222	Ferguson Waterworks #2516	601	49401	\$38.94
						<b>\$185,250.39</b>
<b>Electronic Payroll Payments</b>						
Payroll	PERA					\$6,100.55
Payroll	Federal Withholding					\$5,617.99
Payroll	Medicare Withholding					\$1,854.86
Payroll	FICA Tax Withholding					\$7,273.88
Payroll	State Withholding					\$2,280.18
Payroll	MSRS/HCSP					\$4,951.63
						<b>\$28,079.09</b>

## EAST BETHEL CITY COUNCIL MEETING

DECEMBER 2, 2015

The East Bethel City Council met on December 2, 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  
Mike Jeziorski, Finance Director  
Colleen Winter, Community Development Director

**1.0 Call to Order** The December 2, 2015, City Council meeting was called to order by Mayor Voss at 7:00 p.m.

**2.0 Pledge of Allegiance** The Pledge of Allegiance was recited.

### **3.0 Adopt Agenda**

**Harrington stated I'd like to make a motion to adopt tonight's agenda. I'd like to add, under the agenda, 9.0D.1, Closed Session, Purchase or Sale of Real Estate Property, Statute §13D.05, Sub. 3., PID #30-33-23-44-0005. Mundle stated I'll second. Voss stated any discussion? All in favor say aye?" All in favor. Voss stated any opposed? That motion passes. Motion passes unanimously.**

### **4.0 Presentation**

**4.0A 2016 Budget Public Comment** Davis presented the staff report, indicating Minnesota Statute 275.065 requires cities to conduct a public comment period where residents are offered the opportunity to provide input to City Council on proposed budgets and tax levies. The State requires that each city announce the date, time and place of the meeting where residents can provide City Council feedback on proposed budgets and tax levies. The date selected must be done at the meeting when the City Council adopts the preliminary budget in September. This meeting date is also listed on the parcel-specific notices for proposed 2016 taxes that taxpayers received in November from Anoka County.

Council directed that December 2, 2015, be the regular meeting for this opportunity.

As part of this agenda item, Council will be requested to consider tax levies and budgets for 2016.

Based on the decisions and any comment that we have, staff recommends Council consider approval of the 2016 Budgets and Levy Resolutions 2015-60 and 2015-61.

Davis stated at this time, our Finance Director Mike Jeziorski will present a budget summary for questions and answers at his completion.

Jeziorski stated thank you Mr. Davis. Mr. Mayor, members of Council, I do have a brief presentation before we hop into the public input section of tonight. Again, the City of East Bethel has a yearlong budget process that commences on January 1<sup>st</sup> of each year when the budget model is created. The budget model chronicles the prior two-year's activity, the current year's budget and next year's budget that is being considered for approval.

4.0A  
2016  
Budget  
Public  
Comment

Imbedded in the model are updates to the salary benefit line items and debt service requirements for the 2016 budget. From there the City has a series of meetings with the Finance Committee, Department head meetings, and Council meetings where the budget is discussed and modified. Finally, the City Council conducts a meeting where they solicit input from the public and then consider the adoption of the budget, which is tonight. The budget document that has been provided as part of tonight's Council packet can be found in its entirety on the City's website.

Jeziorski stated before we hop into the budget itself, I just wanted to highlight some of the financial highlights that we have. The City of East Bethel has a formal Fund Balance Policy that states the City should maintain a minimum of 40% of next year's budgeted General Fund expenditures as its fund balance. The City is projected to have roughly \$2.3 million at the end of 2015 or 47% of the 2016 budget. The City also sets aside funds for equipment replacement, parks, streets, and building improvements and those balances are projected to be roughly \$2.9 million at year end. The City received their latest bond rating in March of 2015, which was AA, or very strong. Again, the only better bond ratings are AA+ and AAA, which are essentially risk free rates. The City is also in line to defease two bond issues in the next two years, the 2005B and the 2010C. Finally, the City renegotiated their Reserve Capacity Loan with Met Council to cap the loan's amount at \$2 million.

Jeziorski stated from a high point on the budget, our total revenues in all General Fund classifications is expected to increase from \$4,848,700 to \$4,975,900 or 2.6%. Total expenditures in the General Fund are budgeted to increase at the same rate. The \$127,200 increase is mainly attributed to the increase in personnel costs and the Sheriff's contract.

Jeziorski stated the City receives roughly 83% of their General Fund revenue from property taxes, which is illustrated on this graph (*a pie chart was displayed*). Other components of the City's revenue sources are: cable franchise fees, liquor and tobacco licenses, building inspection permit revenue, State aids for streets and other, fines and forfeits, intergovernmental charges, cemetery revenue, tower lease revenue, gambling tax revenue, and interest earnings.

Jeziorski stated looking at the expenditure side of our General Fund budget, again, the City's personnel costs account for roughly 40% of the General Fund budget. For 2016, the Mayor, Council, and Committee stipends are proposed to remain unchanged. The City has 19 full-time employees: 9 at City Hall, 9 in Public Works, and 1 Fire Chief. Of those employees, 11 are represented by a union. For 2016, salaries are proposed to have a 2% cost of living increase. The cafeteria contribution for benefits is also proposed to be increased from \$917 to \$950 per month. As for benchmarking those increases, the average inflation rate as measured by the Consumer Price Index is roughly 1.3% and staff will see an aggregate insurance premium increase of roughly 10%. The City also budgets for 35 paid-on-call firefighters, 1 part-time cable technician, 2 seasonal Public Works employees, and 30 election judges.

Jeziorski stated looking at our budget from a program standpoint, again, in governmental accounting we summarize the budget into specific program areas. The general government classification captures all expenses involved with City governance: City Council, City administration, finance, legal, and elections. This classification is budgeted to increase by 1% from \$1,075,400 in 2015 to \$1,086,900 in 2016. The community development classification captures all expenses involved with Planning & Zoning and building inspections. This classification is budgeted to increase by 5% from \$407,900 in 2015 to

4.0A  
2016  
Budget  
Public  
Comment

\$428,000. The public safety classification captures all expenses involved with police and fire protection. This classification is budgeted to increase by 2% from \$1,590,000 in 2015 to \$1,620,300 in 2016. Jeziorski stated engineering expenses are budgeted to remain flat at \$35,000. The public works classification captures all expenses involved with street maintenance and park maintenance. This classification is budgeted to increase by 5% from \$1,212,900 in 2015 to \$1,273,200 in 2016. Transfers to other funds include transfers to street, building, and park capital and is budgeted at \$530,000 for 2016.

Jeziorski stated shifting gears into our debt service funds, again, the City has seven outstanding bond issues at the end of 2015 with principal balances of roughly \$20.8 million in total, none of which are currently eligible to be refinanced. Each year, the City pays interest and principle on each of these bonds. The City also pays fiscal agent and other administrative fees for each of these issues, which is reflected in the budget. The budget reflects an increase of 36% in these expenditures from 2015 to 2016 or \$1,369,356 to \$1,870,600. This increase of \$501,244 is attributed to the inclusion of the 2010C principle payment.

Jeziorski stated so overall, looking at our levy, adding up the general fund levy with our debt service levy, the total levy is budgeted to increase by 1.5% from \$5,174,500 to \$5,251,300.

Jeziorski stated the other levying authority within the City is the Economic Development Authority. The Economic Development Authority (EDA) addresses the City's need to proactively deal with economic development, housing, and redevelopment issues. The goals of the EDA are to encourage redevelopment, achieve commercial development, and encourage development of housing within the City. To that end, the EDA is proposing the 2016 levy remain the same as in 2015 at the \$123,022 level.

Jeziorski stated again, one of the questions that comes up is how does the City of East Bethel compare with others in Anoka County. Historically, the City of East Bethel ranks about in the middle of Anoka County as far as tax rates. For 2016, you can see from this chart that the City of East Bethel is projected to have the third lowest levy increase in Anoka County. Also, note that the County increase is anticipated to be 2.49% and the Forest Lake School District levy is expected to increase by 15.2%.

Jeziorski stated with that, everyone should have received their 2016 proposed tax statement. A couple reminders that your overall tax increase/decrease is controlled by a number of factors: your taxable market value in relation to the entire City, the City levy, the County levy, and School District levy.

Jeziorski stated with that the Council will welcome any public input on the budget.

Voss asked is there anyone here tonight to discuss their property taxes with the City staff?

**The public hearing was opened at 7:10 p.m.** No one offered comment. **The public hearing was closed at 7:11 p.m.**

Voss stated seeing none, I did talk to Ken Tolzmann today, for a while, primarily because I know the properties around Coon Lake, and I think Menard Lake and some of the other lakes, were adjusted up value-wise this past spring. And, obviously, taxes then went up proportionately. You know, he reminded, and wanted it brought out too, that there's a

4.0A  
2016  
Budget  
Public  
Comment

couple different ways to get tax relief if your taxes go up quite a bit. Like around the Lake, it's anywhere from 20% to 30% around the Lake. So, the State has some relief. And then for those who are on fixed income, the County has a relief program as well. I'm not exactly sure how it works but there's some, you know, there's some relief programs out there for those that are particularly hurt by the increase because their valuation changed. So with that, we'll move forward. Resolutions?

Harrington stated I'll make a motion to approve the 2016 Budget and Levy Resolution 2015-60 and Resolution 2015-61, EDA Levy Resolution. Koller stated I'll second. Vierling advised to take them individually. Davis agreed. The motion and second were withdrawn. **Harrington move approval of the 2016 Budget and Levy Resolution 2015-60. Koller stated I'll second.** Voss stated is there any discussion? Hearing none, all those in favor say aye?" **All in favor.** Voss stated any opposed? That motion passes. **Motion passes unanimously.**

**Harrington stated then move Resolution 2015-61, EDA Levy Resolution. Koller stated I'll second.** Voss stated is there any discussion? Hearing none, all in favor say aye?" **All in favor.** Voss stated any opposed? That motion passes. **Motion passes unanimously.**

5.0  
Public  
Forum

Voss asked is anyone here tonight for Public Forum? It's going to be a quiet night.

6.0  
Consent  
Agenda

Item A Approve Bills

Item B November 18, 2015 City Council Work Minutes  
Meeting minutes from the November 18, 2015 City Council Meeting are attached for your review and approval.

~~Item C November 19, 2015 Town Hall Meeting Minutes~~  
This item was removed from the Consent Agenda.

Item D Resolution 2015-62 Accepting Work and Final Payment for the Castle Towers/ Whispering Aspen 2013 Forcemain Project

LaTour Construction, Inc. has completed the Castle Towers/Whispering Aspen 2013 Forcemain Project and has submitted all the required documentation to consider this project for final payment. Staff recommends final payment of \$66,624.92. The original contract amount for this project was \$2,016,376.39 and the total payments will be \$1,950,846.91. A summary of the recommended final payment is as follows:

Total Work Completed	\$ 1,950,846.91
Less Previous Payments	<u>\$ 1,884,221.99</u>
Total Payment	\$ 66,624.92

Final payment for this project will be financed from the bond proceeds. Funds, as noted above, are available and appropriate for this project. A copy of the Final Payment was provided in the meeting packet.

Item E Approve Permanent Fund Transfer—TIF 1-1 for Administration Costs  
The City of East Bethel authorized the creation of TIF district 1-1 in order to facilitate the construction of an approximately 60,000 square foot manufacturing facility in the City

6.0  
Consent  
Agenda

(Aggressive Hydraulics). In order to track the Tax Increment revenue and expenditures of the district City staff created fund 435. TIF District 1-1 requires administrative staff time in order to maintain the financial system of the district and has allotted a total of \$41,080 for this over the life of the district. Staff recommends Council consider approving a one-time transfer of \$1,060 from fund 435 to the General fund to cover these expenses for 2015.

Item F ——— Resolution 2015-64 Recognizing Terry Allen

This item was removed from the Consent Agenda.

Item G License Agreement- Gary & Delores Fessenden for a private sewer effluent line under East Front Blvd

Gary and Delores Fessenden have requested permission to install a private sewer line in the City’s right-of-way for the purpose of serving their property located at 19249 East Front Boulevard. The proposal would be a standard license agreement that the City has exercised with other property owners and remove any liability on the City’s part for maintenance, repair or replacement of the proposed line.

Ronning stated I’d like to pull Resolution Item F. Mundle stated I’d like to pull C. Voss asked any other changes to that? If not, I’ll entertain a motion to the Consent Agenda. **Ronning stated move to approve the Consent Agenda with the exceptions noted, C and F. Mundle stated I’ll second.** Voss stated any discussion? All in favor say aye?” **All in favor.** Voss stated any opposed? That motion passes. **Motion passes unanimously.**

6.0C  
November 19,  
2015 Town  
Hall Meeting  
Minutes

Mundle stated at the end, the minutes state that the meeting time ended was 8:05 and it was 9:05. Voss stated 9:05, I saw that. I’ve got two others on that too. On the first page of the Town Hall Meeting minutes, in Item 5, there’s a typo where it states: Senator ~~Sarah~~ Benson. That should be Michelle Benson. And then I’m fine with the rest. So, entertain a motion to those minutes.

**Mundle stated I’ll make a motion to approve the Town Hall meeting minutes from November 29, 2015. Harrington stated I’ll second.** Voss stated is any discussion? All in favor say aye?” **All in favor.** Voss stated any opposed? That motion passes. **Motion passes unanimously.**

6.0F  
Resolution  
2015-64  
Recognizing  
Terry Allen

Ronning stated Item F, Resolution 2015-64, Terry Allen acknowledgement, was brought up at the last meeting, I believe. It just seems proper to read what the record will reflect. Davis asked do you want to read it? Or, do you want me to read it? Ronning stated well, I can. Ronning read Resolution 2015-64 as follows:

**RESOLUTION ACKNOWLEDGING THE ACTIONS OF TERRY ALLEN**

**WHEREAS,** Mr. Terry Allen, employed by the City of East Bethel’s Public Works Department, came upon a traffic accident on October 27, 2015 at the intersection of 221<sup>st</sup> Avenue and Highway 65; and,

**WHEREAS,** Mr. Allen, along with other Good Samaritans immediately responded to the incident; and,

**WHEREAS,** Mr. Allen’s swift and decisive reaction helped free one of the accident victims from the wreckage; and,

**WHEREAS**, Mr. Allen’s actions assisted in a more timely extrication of the victim for transport to a medical facility; and,

**WHEREAS**, Mr. Allen’s performance in this matter was exemplary and promotes the standards and expectations of City employees in these type of incidents;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA, THAT:** Mr. Terry Allen’s actions relating to this incident are hereby acknowledged and appreciated by members of the Council and City Staff.

**Ronning stated with that I move to adopt Item F. Mundle stated I’ll second. Voss stated any discussion? Hearing none, all in favor to the motion say aye?” All in favor. Voss stated any opposed? That motion passes. Motion passes unanimously.**

Voss stated thank you Terry. Ronning agreed and stated yes.

**7.0  
New Business**

Commission Association and Task Force Reports

7.0A  
Planning  
Commission  
7.0A.1  
Flood Plain  
Ordinance

Davis presented the staff report indicating the City of East Bethel regulates land use controls relating to flooding under Chapter 34, Floods, and Appendix A, Zoning, Section 58-Floodplain Management Overlay District. To date, these regulatory controls contained in City Code have been sufficient to meet the minimum requirements of the National Flood Insurance Program and keep the City eligible for those affected by flooding to purchase insurance.

The National Flood Insurance Program is administered by the Federal Emergency Management Agency (FEMA). With each update of flood hazard mapping, amendment of existing regulations and controls is required by FEMA to maintain eligibility in the program.

FEMA recently issued the updated Flood Insurance Rate Map for the City of East Bethel and the City must adopt additional flood management measures to meet the minimum National Flood Insurance Program guidelines to avoid suspension from the Program. To continue our participation in the Program, we must adopt amendments to our Flood Ordinance by December 16, 2015. These amendments are contained and outlined in Attachment 2.

Per the 1973 Flood Disaster Protection Act, flood insurance must be purchased by property owners seeking any Federal financial assistance for the construction or acquisition of buildings in those areas designated as flood hazards. This financial assistance includes Federally guaranteed mortgages and direct loans, Federal disaster relief loans and grants, as well as other assistance from FEMA and other Federal agencies. In addition, all loans obtained from Federally regulated, supervised, or insured lending institutions that are secured by improved real estate located in identified flood hazard areas are contingent upon the borrower obtaining flood insurance coverage.

For the most part the recommended model ordinance, that’s included in your attachment, mirrors our existing ordinance. The requirements will add new definitions, clarify some inconsistencies and ambiguities in our ordinance, and include any new mandatory language necessary for program compliance. The overall effect of the updated flood map parcels, that are part of the ordinance change, will be a reduction in the areas identified as being classified as flood hazard areas and a decrease of properties that are required to purchase these policies.

7.0A  
Planning  
Commission  
7.0A.1  
Flood Plain  
Ordinance

Staff requests Council consider approval of the amendments to City Ordinance, Chapter 34, Floods, as contained in your attachments.

**Harrington stated I'll make a motion for approval of the amendments to the City Ordinance, Chapter 34, Floods, contained in the attachments. Mundle stated I'll second.** Voss stated motion's made and seconded. Any discussion?

Mundle stated with the City reducing the area, it might be a silly questions, but if something were to happen to a person's house where now they didn't have flood insurance but their house flooded, would the City ever be liable for not making them have flood insurance on it? Davis replied no, only those areas that are identified, has homes, located in flood hazard areas would be required to purchase the insurance. If you lived in an area that's been in the part that's been reduced and you're not required, this is Federal requirement and not a City requirement. Mundle stated okay.

Winter stated the one thing to note on the flood plain maps, they are based on elevations and with the exception of what they have along the Creek, they do not designate what those elevations are. So if, on our maps, somebody comes in and it appears they're in the flood plain, what we tell them is they are required to get the flood plain elevation set so we know what that is when they come in for a building permit.

Ronning asked do we have, I don't know that there's an answer to this, do we have an idea how many properties are affected by this? A guesstimate? Davis replied no, we were going to look but it can vary so much, as Colleen said. Even if an area's identified in a flood hazard area, unless it's located directly along Cedar Creek where there's baseline flood elevations and cross sections, each one is parcel specific. Colleen if you'll go back to the first map that shows what the existing flood hazard area as identified in the City are? You can see that a major portion of the central part of the City, especially those areas between Coon Lake, Viking Boulevard east of 65, along Klondike Drive and then north to approximately Ned Lake and 214<sup>th</sup> Avenue, most all that is listed as being in the 100-year flood hazard area boundary. You know, if you look at that map, that's probably going to be like 40% of the City that's currently listed as a flood hazard area. Now there are certain areas within that yellow (*colored on the map*) designation, as Colleen said, that may not require flood insurance once elevational studies determine what that flood is. But, for the most part, anybody that builds there, that borrows any money at all, is probably going to be required to purchase flood insurance.

Davis stated Colleen, if you'll scroll down now to the last, the next map shows the new boundaries, which you can see is somewhat of a significant reduction. Then just scroll down to the next one. This one is an overlay of both maps. All the colored area is what is currently in effect now. The portions that are not 'hatched' or the solid areas are what would be the new. So, you can see there's quite a significant reduction in those areas.

Winter stated actually just the opposite so the stuff that's solid is what was taken out so anything in the 'hatched' would be the new. And then this stuff is all taken out.

Voss stated I have a feeling they had better technology this time. Davis answered yes, the others were more of a rough model that they used to project those. Voss stated just looked at topos is all they did years ago. Davis stated and there was no accuracy in them at all based on any elevational data.

7.0A  
Planning  
Commission  
7.0A.1  
Flood Plain  
Ordinance

Winter stated and as we had talked about, there are elevations along the Creeks and that's the only place where they set elevations. There's, you know, a Zone AE or a Zone A but again, the elevations aren't set so they would be required to get an elevation set. Voss stated okay.

Davis stated one other thing too, this should be a significant cost savings to many of our homeowners who were previously classified as living in a flood hazard area and who now don't have that designation as far as their insurance premiums go.

Voss asked and we're going to do what we can to broadcast that? Davis stated yeah, we'll put this out in our methods of dissemination too. I think one of our Councilmembers was recently affected by this too and his designation has changed. Sometimes the lenders inform you but I wouldn't count on it all the time. But, at lot of times they do. We will make this information through all of our channels of access. Voss replied good.

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

7.0B  
Economic  
Development  
Authority  
7.0B.1  
November  
Report

Davis presented the staff report indicating at the November 16, 2015, EDA meeting, the Authority continued the discussion of the issues relating to the City in regard to attracting and retaining business. These issues will be addressed in the next two EDA meetings as a part of the preparation of a strategy to address this matter. As an update of EDA activities to date, EDA and staff have accomplished the following in 2015:

- Assisted Rivard Companies in the construction of a new 5,400 square foot cold storage facility.
- Worked with Minnesota Fresh Farm in the construction of a new storage/sales building and exterior refacing of an existing barn for the expansion of their operations.
- Assisted Builders by Design in their location to a new facility.
- Sponsored the Business Retention and Expansion Program.
- Coordinated the Open to Business Program with Anoka County.
- Assisted RAK Construction with the expansion of their business.
- Provided general assistance to Plow World, Emergency Management Solutions and North Metro Motors with their relocations within and to the City.
- Provided assistance to Brown-Wilbert with their attempt to locate their corporate headquarters in East Bethel.
- Continue to work with a microbrewer and an event center for locations within the City.
- Developing business strategy and providing other recommendations as needed.
- Provided for the update to the City GIS system and made this tool available on the City Website.
- In the process of developing a strategy for the retention and recruitment of business.

Informational; no action required.

7.0C  
Park  
Commission

None.

7.0D  
Road  
Commission

None.

8.0  
Department  
Reports  
8.0A  
Community  
Development  
8.0A.1  
Admin.  
Subdivision

Davis presented the staff report indicating Mr. Darrell Pearson is requesting an Administrative Subdivision for the purposes of dividing a 35.33-acre parcel into two lots per Chapter 66, Article V of the City of East Bethel Code of Ordinance. Per the proposal, Parcel A, in your attachment, would consist of 25.33 acres. Parcel B would be 10 acres with an existing legal non-conforming home and outbuildings. The property is currently zoned City Center and both parcels that would result from the division would have over 300 foot road frontage on Viking Boulevard.

Staff requests Council consider approval of the Administrative Subdivision request for Darrell Pearson, 1655 Viking Boulevard NE, Property Identification #29-33-23-14-0001, as submitted on the Certificate of Survey.

**Ronning stated move to approve the Administrative Subdivision request involving Property Identification #29-33-23-14-0001. Mundle stated I'll second. Voss stated any discussion?**

Voss stated one question I have and I think when we go through normal platting this happens but because it's on the County road, is there County right-of-way? Because, I know we've got different widths of right-of-way along Viking and the County usually tries to correct that or make them uniform, I should say. Davis stated to my knowledge, we haven't run into that situation as far as them requiring additional right-of-way to make it consistent. Is that what you're referring to? Voss answered yeah, right. Davis stated we've never been approached by the County on any of those adjustments. Voss stated okay.

Voss stated it looks like it from appearance but I wanted to. Winter stated the right-of-way is shown as part of the plat. It's a little tough to see, but it's on there. Voss stated well, oh, I see the 50s now. Okay. Winter stated yeah.

Voss stated any other discussion? To the motion, all in favor say aye?" **All in favor.** Voss stated any opposed? That motion passes. **Motion passes unanimously.**

Voss stated I assume that's why you're here tonight? There you go. *(Inaudible off mic comment.)* Ronning asked did you bowl earlier or did you miss bowling? Darrell Pearson stated I'm skipping bowling for this. Voss stated well, we had someone skip bingo tonight, so. Well, thank you for being here. Pearson stated there's 31 other weeks.

8.0B  
Engineer

None.

8.0C  
City Attorney

None.

8.0D  
Finance  
8.0D.1  
2016  
Fee Schedule

Davis presented the staff report indicating the City Council reviews the Fee Schedule annually in order to ensure sufficient revenues are secured in order to cover the expense of providing the service. Staff has reviewed and updated the attached fee schedule.

As the first City Council meeting for 2016 is January 6<sup>th</sup>, and in order to have the 2016 Fee Schedule in place effective January 2, 2016, staff is requesting Council to review this matter at this time.

Staff requests Council to consider approval of the 2016 Fee Schedule.

8.0D.1  
2016  
Fee Schedule

Voss asked is there a motion to the matter? **Mundle stated I'll make a motion to approve the 2016 Fee Schedule. Harrington stated I'll second.** Voss asked would that be in the form of Resolution 2015-65? Davis replied yes. Voss stated **Resolution 2015-65 to be specific.** There's a resolution you keep going through. **Mundle stated okay, yes.** Voss stated I assume that's what you meant. And the second also? **Harrington answered correct.** Voss stated any discussion? You're all paging through. Hearing none, to the motion all in favor say aye?" **All in favor.** Voss stated any opposed? That motion passes. **Motion passes unanimously.**

8.0E  
Public Works  
8.0E.1  
City Hall  
Generator  
Purchase

Davis presented the staff report indicating that due to the need to provide uninterrupted operation and coordination of emergency services during a natural disaster or other unforeseen event, it is essential that the East Bethel City Hall has the ability to remain functional during outages. The installation of an adequately sized backup generator with an automatic transfer switch would provide this need.

Staff has researched the size and type of generator that would meet the current and future power supply demands for City Hall and solicited quotes for generators with a minimum rating of 75kW. The peak demand for electrical power at City Hall to date has been 47kW. A 75kW generator would accommodate existing needs and provide for future load increases in demand. A natural gas powered generator is recommended over a diesel unit due to issues associated with the storage and shelf life of diesel fuel in exterior tanks over long periods. The generators quoted below would also have the option to switch to propane if the natural gas supply was disrupted. A permanent 500-gallon propane tank is recommended as a reserve fuel source. The propane tank would be provided by a local propane supplier.

Staff solicited bids and they're listed in your attachment. Cummins NPower, LLC was the lowest bidder with \$47,980. Staff is comfortable with the low quote provided by Cummins NPower, LLC and feels their history with this type of installation will meet all of the City's needs. The Cummins NPower quote includes installation, freight, gas connection, all wiring, service entrance, automatic transfer switch, enunciator, and electronic controls. Installation time could be as soon as six weeks if Council approves the purchase.

Costs for this proposal are noted in the attachment. Funds for this purchase are available from the City Building Capital Fund.

Staff requests that City Council consider the purchase and installation of a 75kW generator for East Bethel City Hall from the low quote submitted by Cummins NPower, LLC for \$47,980.

**Koller stated I'll make a motion to approve the purchase and installation of a 75kW generator from Cummins NPower, LLC for \$47,980. Harrington stated I'll second.** Voss stated any discussion?

Ronning stated one of the, right below the various estimates, it says staff is comfortable with the low quote, etc., etc. 'I feel their history with this type of installation will meet all of the City's needs.' Do we have a history? Davis stated Nate researched this and this company is very reputable. He's talking about the history of the company. They're a very reputable company. They've been in business for a long time so based on his research and what he's referring to is the history of the company, he feels like they'll be around enough, not only to provide installation but to service this unit once it's installed. Voss stated

8.0E  
Public Works  
8.0E.1  
City Hall  
Generator  
Purchase

Cummins is probably the most common one I see. GPS is out there too.

Ronning stated the word 'their' means 'they,' not 'us.' Right? Davis asked the word 'their?' Ronning stated yes. Davis answered yes. They have a very good reputation and they've been around in business for a long time. Koller stated Cummins is also the owner of Onan, who makes nothing but generators. Voss stated so it's local. Koller stated yup.

Mundle asked would this be a permanent generator then? Davis stated it would be a permanent generator mounted to a pad behind City Hall. And, again, this generator, if there was a disruption in the natural gas supply, there would be an automatic transfer switch that would switch it over to propane. So, it could run, interrupted for approximately a week on 500 gallons of propane.

Voss asked so it's just the City Hall building? Davis replied that's correct. Mundle stated okay, and does this kick in automatically? Or does staff have to be trained to use it? Davis stated no, it kicks in automatically with any disruption or outage of power.

Voss stated so this includes installation of the board inside? Davis replied that's correct and also has display panels inside too if there's any problem, then it pinpoints what the solution to that is. Voss stated basically the lights don't even flicker, when it happens. It's that quick with the new ones.

Ronning asked are there any requirements for the transfer from natural gas to propane? Davis stated the only requirement is there's a little, a different orifice that's used for propane and natural gas. So, this is set up so that if the natural gas supply is disrupted or goes out while the generator's on, then it would kick over to propane and the burner, there's room for both so it would switch over to the propane through the orifice used for propane.

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

8.0F  
Fire  
Department

None.

8.0G  
City  
Administrator  
Recording  
Secretary

Davis stated the staff is retained the services of Gail Gessner as our recording secretary for Roads, Parks, EDA, and Planning Commission. Gail was more than happy to provide this service so she'll begin her duties on December the 9<sup>th</sup>. Voss stated that's wonderful. Davis stated yeah, she'll do a great job. Gail's local. She's been around for a while, and she has a good knowledge of the workings of City government, which is a huge aid with somebody that's taking the minutes. So, we feel very fortunate to have her on board.

City Eng.  
Castle Towers  
Decommissioning  
Under Budget

Davis stated I'd also like to give a little praise to our City Engineer who brought the Castle Towers forcemain project to a conclusion and brought us in at \$66,000 under budget. Funds that we can use either continuing the decommission of the Castle Towers plant or to use for future infrastructure for water and sewer lines. Voss stated that's good news. Davis stated that's all I have.

Ronning stated you say 'future.' It's limited to future? Davis stated the \$66,000 is part of the bond issue so it must be spent on infrastructure. Ronning asked future infrastructure? Davis replied future, correct.

<p><b>9.0 Other</b> 9.0A Staff Reports</p>	<p>None.</p>
<p>9.0B Council Report – Member Koller Council Member Mundle</p>	<p>Koller stated I have nothing.</p> <p>Mundle stated BR&amp;E, on December 16<sup>th</sup> the leadership and part of the Task Force will be having a campus review meeting where they’ll be going down to the U of M to review some of the information. And, a tentative date of February 25<sup>th</sup> has been set for our Task Force retreat where the Task Force would get together and then review all this information. After that would come a commencement meeting with all stakeholders, businesses, City personnel, City Council would be invited to publicly display and show the results and some of the goals that the team will have set.</p>
<p>BR&amp;E</p>	<p>Voss asked is that the one where we discussed having concurrently with the Town Hall Meeting in the Spring? Is it that meeting? Mundle stated I don’t recall having that discussion. Voss stated I remember that came up at one point. Mundle stated okay, I’m not sure but it, that sounds like it would be the commencement meeting, then yes. So, December 16<sup>th</sup> campus review.</p>
<p>Town Hall Meeting</p>	<p>Mundle stated I just want to say that Town Hall Meeting went very well from my perspective and the Council didn’t even have time to update the citizens with what we have been doing. It was virtually all Q&amp;A and it was very good. It almost, if we could have that kind of turnout every time, I’d almost entertain the idea of having a Saturday afternoon Town Hall Meeting just so it could go on a bit longer and we could present more information. But, I thought it went really good. Voss stated no, it was a good meeting. It went really well. Mundle stated thanks for all the citizens that showed up, and hopefully the next one will be twice as big.</p>
<p>Council Member Ronning</p>	<p>Ronning stated I don’t really have a report. Comment, just to get a feel for what people think. I was in one of those and first year of our term with this retreat and I asked, ‘Could we call this an offsite?’ Change the name. Retreat is pretty well associated with a vacation-type thing. Voss stated junket. Ronning stated yeah, junket and ‘offsite’ is, it’s a matter of terminology somewhat but ‘offsite’ really, in my mind, refers to an offsite meeting. But, it depends on what everyone wants to call it. Just ‘food for thought.’ I’m done.</p>
<p>Council Member Harrington</p>	<p>Harrington stated I have nothing at this time.</p>
<p>Mayor Voss  Viking Blvd. Lighting Project</p>	<p>Voss stated I noticed that the street light project on Viking is moving forward. It’s staked. I don’t know if there’s any new lights but they’re staked, I saw. So, soon we’ll see some improvements. Davis stated they gave us a deadline of December the 12<sup>th</sup> so they’re going to push that right to the end. Voss stated yeah, that’s next week. Davis agreed and stated yes, it is. Voss stated good thing there’s only an inch of frost out there.</p>
<p>Town Hall Meeting</p>	<p>Voss stated and then, you know again, to echo Brian’s comments, the Town Hall Meeting was invigorating, I guess. It was good to see that kind of involvement for the public.</p>

City Newsletter Voss stated kind of along these lines too, is, I just want to make a comment on our City newsletter, which our staff puts together and has been for a while. The last two issues I've noticed, and in particular this last one, is the content seems to have a different 'feel' to it. And I actually think, for the first time, got people commenting on how they've noticed an improvement too. They liked the content, the timeliness, and the information provided. I don't get too many comments from the public about our newsletter too often so people are noticing. It's a good thing, it's a very good thing. That is all I have.

9.0C None.

Other

9.0D.1 Vierling stated thank you Mr. Mayor. For the benefit of the public, we'd note at the present time, the Council's about to go into Closed Session to review two matters. First being one of real estate acquisition effecting Property Identification #30-33-23-44-0005. That particular Closed Session will be tape recorded as required by law with the tape being maintained for a period of two years. Council will come back into Open Session to announce any action taken during the Closed Session on that item.

District Court File 02CV-15-5612 Vierling stated the second Closed Session will deal with a matter of Attorney-Client Privilege effecting Anoka County District Court File 02CV-15-5612. As that matter is covered under Attorney-Client Privilege, it will not be tape recorded. That being said Mr. Mayor, I recommend a motion be made to go into Closed Session for the purposes I've indicated.

Move to Closed Session **Koller stated make a motion to go into Closed Session at 7:44 p.m. for the purposes that City Attorney's indicated. Harrington stated I'll second.** Voss stated any discussion? All in favor say aye?" **All in favor.** Voss stated any opposed? That motion passes. **Motion passes unanimously.**

Reconvene Open Session Voss stated all right, Mr. Vierling. Vierling stated thank you Mr. Mayor. For the benefit of the public and for the record, we note the Council's back into Open Session after having concluded two Closed Sessions. Both Closed Sessions were attended by the Mayor and Council, City Administrator Jack Davis, and myself as City Attorney.

Vierling stated the first Closed Session dealt with issues of real estate effecting Property Identification #30-33-23-44-0005. That was discussed during a period of time from 7:50 p.m. to 8:02 p.m. There were no motions made by the Council during that action but staff did receive some input and discussion with regard to the matter.

Vierling stated additionally, the Council held a Closed Session with regard to Attorney-Client privilege on the matter of Anoka County District Court File 02CV-15-5612. Again, discussion ensued between staff and legal counsel and Council with regard to that matter. Again, no motions were made during the course of the presentation and the discussion but staff did receive commentary from Council on certain issues that were discussed. With that being said, Mr. Mayor, that concludes the summary report required

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

Meeting adjourned at 8:15 p.m.

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

**APPLICATIONS COMPLETED FOR GARBAGE HAULERS LICENSE - 2016**

<b>Company</b>	<b>Cert. of Ins.</b>	<b>Pymt Rec'd</b>	<b>License #</b>	<b>Type of License: Commercial, Residential, or Both</b>
Ace Solid Waste	<b>X</b>	<b>X</b>	G2016-001	Both
East Central Sanitation	<b>X</b>	<b>X</b>	G2016-002	Both
LePage & Sons, Inc.	<b>X</b>	<b>X</b>	G2016-003	Both
Republic Services (formerly Allied Waste)	<b>X</b>	<b>X</b>	G2016-004	Commercial
SRC, Inc. (Town & Country Disposal)	<b>X</b>	<b>X</b>	G2016-005	Both
Walters Recycling & Refuse			G2016-006	Commercial
Waste Management of MN, Inc. Blaine	<b>X</b>	<b>X</b>	G2016-007	Commercial

**APPLICATIONS COMPLETED FOR TOBACCO LICENSE - 2016**

<b>Company</b>	<b>Address</b>	<b>Pymt Rec'd</b>	<b>License #</b>
Coon Lake Market	515 Lincoln Drive NE	<b>X</b>	T2016-001
Cooper's Corner Store	23705 Hwy. 65 NE	<b>X</b>	T2016-002
Cooper's Corner Liquor	23733 Hwy. 65 NE	<b>X</b>	T2016-003
Corner Express	4825 Viking Blvd. NE	<b>X</b>	T2016-004
Go For It (MN Corp) Convenience Store	3255 Viking Blvd NE	<b>X</b>	T2016-005
Go For It (MN Corp) Liquor Store	3255 Viking Blvd NE	<b>X</b>	T2016-006
Hidden Haven Country Club	20520 Polk St. NE	<b>X</b>	T2016-007
River Country Coop (Super America)	1341 187th Lane NE	<b>X</b>	T2016-008
Route 65 Discount Liquor	18453 Highway 65 NE	<b>X</b>	T2016-009
Route 65 Pub & Grub	18407 Highway 65 NE	<b>X</b>	T2016-010
Wayne's Liquor	21340 Aberdeen Street NE	<b>X</b>	T2016-011

**FINAL PAYMENT  
CITY OF EAST BETHEL  
Whispering Aspen Street Surface Improvement Project**

August 7, 2015

Honorable Mayor & City Council  
City of East Bethel  
2241 - 221st Avenue N.E.  
East Bethel, MN 55011-9631

RE: Whispering Aspen Street Surface Improvement project  
Contractor: North Metro Asphalt & Contracting

The following work has been completed on the above-referenced project by North Metro Asphalt & Contracting.

**1. Schedule A - Base Bid**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$12,500.00	1	\$ 12,500.00
2	REMOVE BITUMINOUS PAVEMENT	997	SQ YD	\$3.20	1,327	\$ 4,246.40
3	REMOVE CONCRETE PAVEMENT	150	SQ FT	\$3.40	76	\$ 258.40
4	REMOVE CONCRETE CURB & GUTTER	200	LIN FT	\$4.00	348	\$ 1,392.00
5	REMOVE CONCRETE SIDEWALK	2,400	SQ FT	\$1.25	3,288	\$ 4,110.00
6	REMOVE HYDRANT AND VALVE AND BOX	3	EACH	\$800.00	3	\$ 2,400.00
7	SAWCUT CONCRETE CURB AND GUTTER	95	LIN FT	\$3.80	157	\$ 596.60
8	SAWCUT CONCRETE SIDEWALK	950	LIN FT	\$3.60	328	\$ 1,180.80
9	SAWCUT BITUMINOUS PAVEMENT	200	LIN FT	\$3.20	413	\$ 1,321.60
10	AGGREGATE BASE CLASS 5	416	TON	\$16.00		\$ -
11	MILL BITUMINOUS SURFACE (ALL DEPTHS)	4,855	SQ YD	\$2.75	7,283	\$ 20,028.25
12	BITUMINOUS MATERIAL FOR TACK COAT	1,130	GALLONS	\$3.00	682	\$ 2,046.00
13	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	2,056	TON	\$62.50	1,980	\$ 123,750.00
14	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	135	TON	\$80.00		\$ -
15	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B) - PATCH	35	TON	\$95.00	120.0	\$ 11,400.00
16	4" CONCRETE WALK	3,160	SQ FT	\$3.35	4,095	\$ 13,718.25
17	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	420	LIN FT	\$16.75	434	\$ 7,269.50
18	6" CONCRETE DRIVEWAY PAVEMENT	150	SQ FT	\$5.90	180	\$ 1,062.00
19	HAUL & DISPOSE EXCESS MATERIAL (EV)	237	CU YD	\$10.00	56	\$ 560.00
20	TRAFFIC CONTROL	1	LUMP SUM	\$4,000.00	1	\$ 4,000.00
21	CONSTRUCT STORM STRUCTURE DESIGN 48-4020	1	EACH	\$2,150.00	5	\$ 10,750.00
22	STORM SEWER CASTING	4	EACH	\$587.00	5	\$ 2,935.00
23	DUCTILE IRON FITTINGS	300	POUND	\$4.00		\$ -
24	6" WATERMAIN DUCTILE IRON CL 52	30	LIN FT	\$90.00	9	\$ 810.00
25	ADJUST VALVE BOX	6	EACH	\$190.00	6	\$ 1,140.00
26	ADJUST MANHOLE FRAME	48	EACH	\$208.00	48	\$ 9,984.00
27	REPAIR VALVE BOX	9	EACH	\$500.00	9	\$ 4,500.00
28	REPLACE VALVE BOX	2	EACH	\$766.00	3	\$ 2,298.00
29	HYDRANT AND 6 INCH GATE VALVE AND BOX	3	EACH	\$4,700.00	3	\$ 14,100.00
30	DEWATERING	1	LUMP SUM	\$8,515.00	1	\$ 8,515.00
31	TURF ESTABLISHMENT	1	LUMP SUM	\$3,000.00		\$ -
<b>Total Base Bid</b>						<b>\$ 266,871.80</b>

**2. Schedule B - Alternate Bid No. 1**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
32	MOBILIZATION	1	LUMP SUM	\$4,800.00	1	\$ 4,800.00
33	REMOVE BITUMINOUS PAVEMENT	1,490	SQ YD	\$3.20	1,490	\$ 4,768.00
34	REMOVE CONCRETE CURB & GUTTER	570	LIN FT	\$4.00	570	\$ 2,280.00
35	AGGREGATE BASE CLASS 5	581	TON	\$16.00	126	\$ 2,016.00
36	BITUMINOUS MATERIAL FOR TACK COAT	83	GALLONS	\$3.00	83	\$ 249.00
37	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	236	TON	\$70.00	331.7	\$ 23,219.00
38	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	283	TON	\$62.50	283	\$ 17,687.50
38	4" CONCRETE WALK	2,521	SQ FT	\$3.35		\$ -
39	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	570	LIN FT	\$16.75	611	\$ 10,234.25
40	HAUL & DISPOSE EXCESS MATERIAL (EV)	366	CU YD	\$10.00	2865.4	\$ 28,654.00

RECEIVED

AUG 14 2015

**FINAL PAYMENT  
CITY OF EAST BETHEL  
Whispering Aspen Street Surface Improvement Project**

2. Schedule B - Alternate Bid No. 1 (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
41	TRAFFIC CONTROL	1	LUMP SUM	\$1,000.00		\$ -
42	CONNECT TO EXISTING SANITARY SEWER	8	EACH	\$545.00	8	\$ 4,360.00
43	4" PVC SANITARY SERVICE PIPE SDR 26	279	LIN FT	\$21.00	282	\$ 5,922.00
44	6" WATERMAIN DUCTILE IRON CL 52	20	LIN FT	\$90.00		\$ -
45	CONNECT TO EXISTING WATERMAIN	8	EACH	\$1,180.00	8	\$ 9,440.00
46	1" CORPORATION STOP	8	EACH	\$276.00	8	\$ 2,208.00
47	1" CURB STOP & BOX	8	EACH	\$350.00	8	\$ 2,800.00
48	1" TYPE K COPPER PIPE	230	LIN FT	\$19.00	208	\$ 3,952.00
49	4" POLYSTYRENE INSULATION	124	SQ YD	\$29.00	124	\$ 3,596.00
50	DEWATERING	1	LUMP SUM	\$4,635.00		\$ -
51	TURF ESTABLISHMENT	1	LUMP SUM	\$1,000.00		\$ -
<b>Total Alternate Bid No. 1</b>						<b>\$ 126,185.75</b>

Total Base Bid	\$ 266,871.80
Total Alternate Bid No. 1	\$ 126,185.75
Total Work Completed to Date	\$ 393,057.55
LESS PAY ESTIMATE # 1:	\$ 121,706.83
LESS PAY ESTIMATE # 2:	\$ 83,410.33
LESS PAY ESTIMATE # 3:	\$ 71,375.64
LESS PAY ESTIMATE # 4:	\$ 88,896.25
LESS CORRECTION OF DEFICIENT WORK:	\$ 9,805.00
WE RECOMMEND FINAL PAYMENT OF:	<u>\$ 17,863.50</u>

Please verify the amount of previous payments, and the receipt of the following items prior to making payment.

1. Certificate of claims payment (lien waiver),
2. Affidavit of payment of State taxes (MN State Tax Form IC 134),
3. Letter of consent from surety firm.

**APPROVALS:**

**CONTRACTOR: NORTH METRO ASPHALT & CONTRACTING**

Certification by Contractor: I certify that all items and amounts are correct for the work completed to date.

Signed: Jayce Halloway for Granite Re Surety for  
 Title: SR Claims Analyst Date 12-4-15

**ENGINEER: HAKANSON ANDERSON**

Certification by Engineer: We recommend payment for work and quantities as shown.

Signed: [Signature]  
 Title: City Engineer Date 12/10/15

**OWNER: CITY OF EAST BETHEL**

Signed: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date \_\_\_\_\_

**RECEIVED**

**AUG 14 2015**

**GRANITE RE, INC.**

12/2/15  
Z

AS OF today December 2nd 2015  
I Harley Here By resign my position AS  
A ~~fire~~ Fire Fighter From East Bethel.

HAR

HARLEY Lott

12/2/15

**ADDENDUM TO  
RECORDING SECRETARY SERVICE AGREEMENT**

**Dated: December 31, 2015**

By and between TimeSaver Off Site Secretarial, Inc. and the City of East Bethel, 2241 – 221<sup>st</sup> Avenue NE, Cedar, MN 55011.

1. EXTENSION OF RECORDING SECRETARIAL SERVICE AGREEMENT: The term of the existing Recording Secretary Service Agreement dated March 20, 2015, shall be extended under the same terms and conditions to December 31, 2016.
  
2. TOSS Charges. TOSS shall be paid for its services as recording secretary for each meeting (the highest rate will prevail), as follows:
  - a. Base Rate of One Hundred Thirty-Six and 00/100 dollars (\$136.00) for any meeting up to one (1) hour (billable time) plus Thirty-Three and 50/100 dollars (\$33.50) for each thirty (30) minutes following the first one (1) hours; **or**
  
  - b. Thirty and 00/100 dollars (\$30.00) per hour for length of meeting, and fifteen (15) minutes prior to Call to Order and fifteen (15) minutes following Adjournment with a one and one-half (1.5) hour minimum; and Fourteen and 0/100 dollars (\$14.00) for each page of minutes prepared from shorthand or machine notes of the recording secretary as draft minutes for submission to and the review and comment of the City of East Bethel for their preparation of final minutes.

At the end of the term of this Addendum or any extension of it, the parties may make a new Agreement or extend or modify the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Addendum to the Recording Secretary Service Agreement as of the day and year indicated.

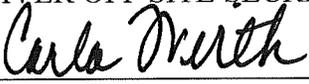
January \_\_, 2016

CITY OF EAST BETHEL

By   
Jack Davis  
Its City Administrator

December 1, 2015

TIMESAVER OFF SITE SECRETARIAL, INC.

By   
Carla Wirth  
Its President & CEO

## **BUILDING OFFICIAL AND INSPECTION SERVICES CONTRACT**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_ by and between the City of East Bethel, MN a statutory City, with its principle place of business located at 2241 221<sup>st</sup> Avenue NE, East Bethel, MN 55011 (hereinafter “East Bethel”) and the City of Oak Grove, MN, a statutory Minnesota City, with its principle offices located at 19900 Nightingale Street NW, Cedar, MN 55011 (hereinafter “Oak Grove”).

WHEREAS, Oak Grove has enacted the Minnesota Building Code (the “Code);

WHEREAS, Oak Grove requires designation of a building official, provision of building inspection services to ensure compliance with the Code, and provision of Subsurface Sewage Treatment System (“ISTS”) inspections and services;

WHEREAS, East Bethel and or its employees are licensed to serve as the City’s building official and provide such inspection services;

WHEREAS, Oak Grove desires to enter into an agreement for the purchase of building official and building inspection services with East Bethel; and

WHEREAS, East Bethel desires to provide such services to Oak Grove.

NOW THEREFORE, upon adequate consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. **Inspection services.** During the term of this agreement, East Bethel agrees to perform inspection services as outlined in the proposal dated \_\_\_\_\_, 201\_\_ (attached hereto as Exhibit A), and as further detailed below:

- a. Provide all services necessary to fulfill designation as the Oak Grove’s building official;
- b. Provide Code inspections as required by Minnesota Statutes and local ordinance;
- c. Provide re-inspections as required;
- d. Issue occupancy permits upon final completion of the structure;
- e. Review building plans for compliance with the building code requirements;
- f. Review ISTS designs for compliance with MN Rules 7080 and local ordinance, approve designs for installation; complete all required paperwork associated with ISTS installations; and
- g. Provide ISTS inspections as required by applicable law and local ordinance.

East Bethel further agrees to assist in zoning enforcement matters as requested, including making interpretations, inspecting non-compliant sites, notifying violators, and follow-up as necessary to gain compliance. Such zoning enforcement work shall be compensated at the hourly rate for additional services as indicated in Exhibit A.

2. **Condition of Inspection Services.**

- a. Oak Grove agrees to provide East Bethel with access to pertinent information, records, systems and data, as determined necessary in the discretion of East Bethel. Oak Grove shall provide all required forms. East Bethel shall assist in the responsibilities of administration and enforcement of its zoning ordinance by reviewing all building permits for final zoning approval and land use.
- b. East Bethel shall perform the services under this contract at such location and at such times as East Bethel deems appropriate while providing the coverage requested by Oak Grove.
- c. East Bethel shall provide all tools, transportation, and communication devices it deems necessary to carry out the field services of this agreement.
- d. East Bethel agrees to proceed diligently and in accordance with its usual course and manner of business. East Bethel agrees to perform additional services, to which the parties agree during the term of this contract under the terms and conditions of this agreement.

3. **Term of Agreement.** This agreement is effective commencing \_\_\_\_\_, 201\_\_and shall consist of a period of twelve months of service. Upon the mutual agreement of the parties, this agreement may be extended, in writing, upon the terms and conditions contained herein.

4. **Payment.** In consideration of such consulting work, Oak Grove agrees to pay to East Bethel under the following schedule:

- a. In accordance with the proposal attached as Exhibit A.

Hourly charges are inclusive of equipment charges, communication charges and overhead.

Work will be billed on a monthly basis and shall be due and payable upon receipt of such billing. Oak Grove upon receipt of such billing shall pay within 30 days.

Payments more than 30 days delinquent shall accrue a 1.5 percent monthly finance charge.

5. **Modification of Proposal.** Notwithstanding the terms outlined in the proposal attached as Exhibit A, Oak Grove does not by this Agreement, contract with East Bethel for a minimum number of hours per week. The number of hours required of East Bethel shall be at the sole discretion of East Bethel while providing the time necessary to carry out the terms of this agreement.

6. **Relationship.** Nothing in this agreement shall be construed to create employment, a partnership, joint venture, license or agency relationship and neither party shall have the right or authority to bind the other. For the purpose of this Agreement, East Bethel shall be deemed an independent contractor. East Bethel employees shall not be entitled to any employment benefits customarily given to Oak Grove employees.

7. **Termination.** This agreement may be terminated by either party upon thirty (30) days written notice. Such termination shall not affect the rights and obligations of the parties accrued prior to the termination date or rights under paragraph 3 and 4.

8. **Assignability.** This agreement shall not be assignable by either party without the written consent of the non-assigning party.

9. **Law.** This contract shall be governed by the law of the State of Minnesota. The parties agree that the venue of any legal action arising under the agreement shall be Anoka County, Minnesota. The parties further agree that in the event either party brings an action against the other to enforce any condition or covenant of this agreement the prevailing party shall be entitled to recover its court costs and reasonable attorney fees in the judgment rendered in such action.

10. **Severability.** If any provision of this agreement shall be held by any court to be illegal, invalid or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as to be legal, valid or enforceable. Such illegality, invalidity or unenforceability shall not have effect upon or impair the enforceability of any other provision of this agreement.

11. **Indemnification.** East Bethel shall indemnify, hold harmless Oak Grove, its officers and employees against any and all liability, loss, cost, damages, expenses, claims or actions resulting from omission or negligent acts of East Bethel employees during the performance of this Agreement.

Oak Grove shall indemnify, hold harmless East Bethel, its officers and employees against any and all liability, loss, cost, damages, expenses, claims or actions resulting from omission or negligent acts of Oak Grove employees during the performance of this Agreement.

East Bethel shall further indemnify Oak Grove against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under employment insurance, social security and income tax laws with respect to East Bethel employees in engaged in performance of this Agreement.

12. **Entire Agreement.** This agreement constitutes the entire agreement between the parties. This agreement may be amended only by written agreement of both Oak Grove and East Bethel.

13. **Data Practices.** All data collected, created, received, maintained, or disseminated for any purposes by the activities of East Bethel because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

Trade Secrets: Assuming that the material that the organization would supply is not just proprietary, but also constitutes a trade secret under the Uniform Trade Secrets Act definition, it could be protected under Minn. Stat. Section 13.37 subd. 1(b) and subd. 2. The MGDPA definition of “trade secret information” tracks the language of the UTSA, and thus includes “government data, including a formula, pattern, compilation, program, device, method, technique or process (1) that was supplied by the affected individual or organization, (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy, and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.” If it meets this definition,

then subd. 2 makes it nonpublic data with regard to data not on individuals, and private data with regard to data on individuals. Beyond the protections of this provision, it would be difficult for a city to keep a promise of confidentiality.

14. **Records – Availability and Retention.** East Bethel 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 East Bethel and invoice transactions relating to this Agreement.

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

15. **Merger and Modification.**

- a. It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- b. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

EXHIBIT A

# **City of East Bethel**

## **Proposal for Building Inspection Services**

**To**

**City of Oak Grove  
Anoka County  
State of Minnesota**

**December 16, 2015**

### **Building Inspection Scope of Services**

The City of East Bethel will provide full Building Code Administration, Onsite Sewage Treatment Service administration and Zoning Enforcement. This shall include but not be limited to full building department administration, plan review, permit issuance, field inspections, correction notice issuance and re-inspection, certificate of occupancy issuance, monthly, quarterly and annual reports to the Oak Grove City Clerk, City Council and outside agencies. We will also interact with project developers, contractors and general public on specific project issues; complaints; and code question. The City of East Bethel will calculate the project valuation for determination of state surcharge and building permit fees for every valuation based permit.

Residential service shall be considered 1 & 2 family dwelling units. Any structure containing more than 2 dwelling units shall be considered commercial buildings.

Permits will be issued for all construction work as required in MN State Building Code Chapter 1300.00120. These permits will include but not be limited to:

1. New construction, addition, alteration, repair, remodel, modification, demolition, or moving of all non-residential and accessory structures.
2. Roofing, siding, window replacement.
3. Signs
4. Plumbing new, addition, alteration, remodel, repair or modification.
5. Mechanical new, addition, alteration, remodel or modification.
6. Fire Suppression Systems
7. Fire Alarm Systems

The service will also include coordinating with the planning department for review of permit applications with the City's Zoning ordinance and land use compliance. This will involve routing all permit application to the planners for compliance with setback dimensions, lot coverage limits and minimum lot dimensions. The project will be field inspected by the City of East Bethel to insure compliance with the Zoning Ordinance dimensional standards.

The average turn around time for all non-maintenance projects will be 5-7 days after receipt of all necessary information. Project proponents will be encouraged to use handout materials from The East Bethel Building Department for completion of project plans to avoid delays and "code surprises" upon application for building permit.

A plan submittal checklist will be provided to all permit applicants outlining required submittals to accompany the application. Written plan review comments are provided to every applicant when plan review is performed.

Our office receptionist will schedule all inspections when the permit holder calls the East Bethel Building Department at 763-367-7856 or 763-367-7844. A 24-hour notice is required for all inspection. All inspections will be scheduled within 24 hours of the time requested.

### **Computerization**

The City of East Bethel will prepare the electronic surcharge reports for submittal to the State Treasurer. The City shall forward the report with appropriate fees.

### **Fee Schedule**

The City of East Bethel proposes to use the 1997 UBC Table 1-A fee schedule to establish building permit fees. The City of East Bethel will review the fee schedule with the Oak Grove City Clerk regularly for conformity with the needs of the City.

The building permit fee will be calculated on the valuation of the proposed project. The building official will calculate the project valuation using the Construction Cost Data published by the State Building Codes and Standard Division annually around the month of May.

A plan review fee of 100% of the valuation schedule will be charged for every project which in the sole discretion of the building official requires a plan to be submitted to demonstrate or clarify the project being permitted.

In addition to the building permit and plan review fees the applicant must also pay a surcharge fee in accordance with Minnesota Statutes 16B.70.

### **Over the Counter Permits**

Separate plumbing and mechanical permits will be required in addition to the building permit for all construction projects that involve installation or changes to the plumbing and mechanical systems.

The City of East Bethel will utilize the existing Oak Grove over the counter permits for the issuance of minor maintenance permits such as roofing, siding, windows, furnace and water heater replacement.

### **Terms**

Payments for permits will be made by the applicants directly to the City of Oak Grove, with all checks made payable to the City of Oak Grove.

The City of East Bethel will have personnel available as needed 5 days per week to cover the building inspection services outlined in the Building Inspection Scope of Services. This schedule will be adjusted as necessary to meet the needs of the public and City staff.

The City of East Bethel will provide the services listed in the Building Inspection Scope of Services for **80%** of the building permit fee plus 100% of the plan review fee. Services will be billed to the City on a monthly basis. A report of all building permit activity will be provided with the billing.

All transportation, communication, tools and insurance costs will be the direct responsibility of the City of East Bethel. All records will be maintained in accordance with the City's adopted record retention schedule. The records will be available to the City for examination at anytime during normal business hours or any other pre-arranged time. Records for all closed projects will be delivered to the City on a quarterly basis.

Inspections requested outside of normal business hours, M-F 8:00 a.m. to 4:00 p.m. will be billed to the City of Oak Grove at \$60.00 per hour in addition to the permit fee. Any after-hours inspections must be approved by the City of Oak Grove. A 1-hour minimum will apply. The City of East Bethel will retain 100% of this fee.

Additional plan review required by changes, additions or revisions to an approved plan will be billed to the City of Oak Grove at \$60.00 per hour in addition to the permit fee. A 1-hour minimum will apply. The City of East Bethel will retain 100% of this fee. Minor adjustments or changes to the plan that do not affect the scope or structural elements of the project will not require additional review.

The City of East Bethel will bill the City an hourly rate of \$60.00 per hour for all other services requested by the City.

The City of East Bethel, at the direction of the Oak Grove City Council, will also perform General Nuisance zoning enforcement and assist the City with development of a procedure and necessary forms to carry out this responsibility in accordance with the City of Oak Grove Code Enforcement Complaint Policy

The City of East Bethel will provide Fire suppression plan review and inspection on all systems that may be required by the Building or Fire code. The City of East Bethel will do this work as required for the hourly rate of \$60.00.

The terms of this agreement will be reviewed and adjusted on an as needed basis.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

Oak Grove

East Bethel

By: \_\_\_\_\_

By: \_\_\_\_\_

Mayor \_\_\_\_\_

Mayor \_\_\_\_\_

Attest:

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

City Clerk \_\_\_\_\_

City Clerk \_\_\_\_\_

## **Recording Secretary Agreement**

This Agreement is between the City of East Bethel, hereinafter the “City”, a municipal corporation under the laws of the State of Minnesota and Gail Gessner , Recording Secretary, hereinafter the “Recording Secretary.”

### **Section 1. Scope of Services and Responsibilities.**

Basic services, for the purpose of this Agreement, shall include those services generally understood within the field of a recording secretary. The following is a summary and it is not intended to represent the entire scope of work involved, but rather characterize a list of tasks required and not necessarily limited to the following:

1. Recording Secretary shall attend all Parks Commission, Planning Commission, Roads Commission, and Economic Development Authority meetings and record, transcribe, and submit the minutes of those meetings to the appropriate departments as designated by the City Administrator.
2. As needed from time to time, the recording secretary shall attend City Council meetings, and sub-committees of the Council, and record, transcribe and submit minutes of those meetings to the appropriate departments as designated by the City Administrator.
3. The Recording Secretary shall have the ability to produce edited verbatim transcripts in Microsoft Word Format of any City meeting, delivered electronically to the appropriate city department with a turnaround time of 12 o'clock noon, or sooner, of the 6<sup>th</sup> calendar day following the meeting.
4. Minutes shall be prepared within the existing format and style of minutes unless otherwise directed by the City Administrator.
5. The Recording Secretary shall provide their own laptop or necessary recording equipment at each meeting to take the minutes, and maintain internet and email service in order to facilitate the timetable and needs of the City Commissions. The City shall provide recordings of the meeting (if available) for the recording secretary if requested.
6. If the recording secretary is unable to attend a scheduled meeting due to a vacation, illness, or other emergency, it the responsibility of the recording secretary to notify the appropriate Department Head in charge of the particular meeting in a reasonable time. If absent for a planned event, a two-week notice is required. For an emergency, notify the Department Head or City Administrator, as soon as possible.

### **Section 2. Time of Performance.**

Recording Secretary shall commence December 1, 2015 and end December 31, 2016, unless terminated by 30 days notice by either party.

### **Section 3. Compensation.**

1. The City of East Bethel shall pay the Recording Secretary the sum of \$100.00 per meeting and includes all time for attending the meeting and for any additional time required to produce acceptable minutes for the term of this Agreement.
2. Except as otherwise provided for in this Agreement, the City of East Bethel shall not provide any additional compensation, payment, service or other thing of value to the Recording Secretary in connection with performance of Agreement duties.

### **Section 4. Method and Time of Payment.**

1. Normal billing cycle is 30 calendar days from receipt of an invoice.
2. No payment will be disbursed until a copy of the minutes in draft form has been submitted to the Administrative Coordinator.
3. All invoices must be submitted to the City Administrator for approval. All invoices shall be submitted to:

City of East Bethel  
City Administrator  
2241 221<sup>st</sup> Ave NE  
East Bethel, MN 55011

**Section 5. Termination.** This Agreement may be terminated by either party upon 30 days written notice to the other party for any reason.

**Section 6. Modifications.** The parties may mutually agree to modify the terms of this Agreement. Modifications to this Agreement shall be incorporated into this Agreement by written amendments.

**Section 7. Conflict of Interest.** Recording Secretary covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Recording Secretary further covenants that in the performance of this Agreement no person having any such interest shall be employed.

**Section 8. Findings Confidential.** To the extent permitted, or required by law, any reports, information, data, etc. given to or prepared or assembled by Recording Secretary under this Agreement which the City of East Bethel requests or is required by law to be kept confidential shall not be made available to any individual or organization by the Recording Secretary without the prior written approval of the City Administrator in his/her capacity as the City's Information Officer.

**Section 9. Relationship to the City.** The services to be rendered under this Agreement are those of an independent contractor (Recording Secretary). The Recording Secretary will not at any time directly or indirectly act as an agent or employee of the City of East Bethel or make any commitments or incur any liabilities on behalf of the City of East Bethel.

**For the City of East Bethel:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

**For Recording Secretary:**

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date



1305842

STATE OF MINNESOTA )

COUNTY OF ANOKA ) SS.

CITY OF EAST BETHEL )

I, the undersigned, being the duly qualified and acting City Clerk of the City of East Bethel, Minnesota, do hereby certify that I have carefully compared the attached copy of a Development Contract between the City of East Bethel and the Shade Tree Construction, Inc. and find it to be complete and an exact copy of the original on file in my office.

WITNESS my hand as such City Clerk and the Corporate Seal of this City on this 29th day of October, 1997.

  
Sherri Anderson, City Clerk



DEVELOPMENT CONTRACT  
SITE PLAN/BUILDING DESIGN APPROVAL

AGREEMENT, dated August 20<sup>th</sup>, 1997, by and between the City of East Bethel, a Minnesota municipal corporation, ("City") and Shade Tree Construction, Inc., a Minnesota corporation, ("Developer").

1. **Request for Site Plan/Building Design Approval.** The Developer has asked the City to approve a site plan/building design application for an office and shop building to be used as the Developer's headquarters. The land on which the building will be located is legally described as:

Lot 6, Block 1, Sauters Commercial Park, Anoka County, Minnesota. 32-33-23-24-0007 ds

2. **Conditions of Site Plan/Building Design Approval.** The City agrees to approve the site plan/building design application on condition (i) that the Developer will enter into this Contract; (ii) that the Developer will construct all improvements proposed in its application on the site, at the Developer's sole expense, and in accordance with the approved plans, specifications, and design submitted or to be submitted to the City; (iii) that the Developer may at any time keep up to, but no more than four roll-off containers or boxes (dumpsters) containing construction site debris temporarily outside of the building and on the ground (roll-off containers or boxes containing such debris may be kept on trucks or trailers parked on the property or inside of the building without limitation); (iv) that roll-off containers or boxes (dumpsters) on the ground will be completely covered at all times with a tarp or other opaque covering and none will be kept on the premises for a

period greater than 84 hours; (v) that in addition to the four roll-off containers or boxes permitted to be kept temporarily on the property, the Developer may keep one 20 yard container on the property outside of the building for disposal of debris generated on-site; (vi) landscaping materials susceptible of being scattered or dispersed by wind, rain, or other natural elements will not be stored on the property outside of the building; and (vii) that the area to the rear of the building will be screened on the south, west, and north sides by a perimeter chain link privacy fence.

3. **Development Plans.** The site/building must be developed and constructed in accordance with the following plans and related documents. The plans and documents will not be attached to this Contract, but a complete set is on file in the City Clerk's office. If the plans and documents vary from the written terms of this Contract, the written terms will control. The plans are:

All written comments and requirements of the City Building Official and the City Engineer will be part of the plans and documents and are incorporated herein by reference.

4. **Time of Performance.** The Developer must complete all improvements covered by this Contract by May 31, 1998. The Developer, however, may request an extension of time from the City.

5. **Responsibility for Costs.**

a. Except as otherwise specified herein, the Developer must pay all costs incurred by it or by the City in conjunction with development of the site/building, including but not limited to administrative, planning, legal, engineering, inspection expenses, the preparation of this Contract, and all costs and expenses incurred by the City in monitoring and inspecting the development.

- b. The Developer will reimburse the City for costs incurred in the enforcement of this Contract, including engineering and attorneys fees.

6. **Agreement to Comply; Failure to Comply.** The Developer agrees to comply with all the terms, provisions and conditions of this Contract. In the event of Developer's failure to comply at any time subsequent to the date of this Contract with conditions (iii) through (vii) of paragraph 2 of this Contract, then the City Council may order that the Developer's business be closed if it determines, after a public hearing, that the Developer has violated any of said conditions. Prior to scheduling a public hearing the City will give written notice to the Developer setting forth the condition(s) which the Developer has violated and allow the Developer 30 days to correct such violation(s). The public hearing must comply with the provisions of Section X, Sub. D of Ordinance No. 137. In addition to the posted and published notice provided for in said Sub. D., mailed notice must be given at least ten days before the day of the hearing to the Developer.

7. **Miscellaneous.**

- a. This Contract will run with the land and may be recorded against the title to the property.
- b. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and will not be waiver of the right to exercise at any time thereafter any other right, power, or remedy.
- c. This Contract is binding on the Developer and its successors and assigns.





**ABSTRACT**

Receipt # <u>78970/29.50</u>	<input type="checkbox"/> Certified Copy Date Mailed _____
Date/Time: <u>11/5/17:00</u>	<input type="checkbox"/> Tax Liens / Releases
Doc. Order <u>1</u> of <u>1</u>	<input type="checkbox"/> Multi-Co Doc Tax Pd
✓ by: Plns: <u>DD</u>	<input type="checkbox"/> Transfer <input type="checkbox"/> New Desc.
Recordability / Delays: <u>SE</u>	<input type="checkbox"/> Division <input type="checkbox"/> GAC
Filing Fees: <u>NS. 29.50</u>	<input type="checkbox"/> Status <input type="checkbox"/> Def. Spec
Well Certificate Received this Date: _____ Anoka County Recorder	<input type="checkbox"/> Other <input checked="" type="checkbox"/> No Change
Notes:	

DOCUMENT NO. 1305842.0 ABSTRACT  
**ANOKA COUNTY MINNESOTA**

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE  
 FOR RECORD ON NOV 05 97  
 AT 5:00 PM AND WAS DULY RECORDED.  
 FEES AND TAXES IN THE AMOUNT OF \$29.50 PAID.

RECEIPT NO. 97078970  
 EDWARD M. TRESKA  
 ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES  
 BLP  
 BY \_\_\_\_\_  
 DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

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

**RESOLUTION NO. 2015-66**

**A RESOLUTION RELEASING DOCUMENT 1305842 RECORDED IN THE OFFICE OF ANOKA  
COUNTY PROPERTY RECORDS AND TAXATION**

**WHEREAS**, The City Council of the City of East Bethel in 1997 filed a Development Contract/Site Plan/Building Design Approval with Anoka County, and

**WHEREAS**, the agreement was between the City of East Bethel, and Shade Tree Construction, Inc. to meet conditions related to the construction of a building -PID # 32-33-23240007, being located at 18530 Ulysses St NE, and

**WHEREAS**, the agreement and all conditions were satisfied in 1998.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT:** Document No. 1305842 is hereby satisfied and can be released.

Adopted this 16<sup>th</sup> day of December, 2015 by the City Council of the City of East Bethel.

---

Steven R. Voss, Mayor

ATTEST:

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Jack Davis, City Administrator

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

**RESOLUTION NO. 2015-67**

**A RESOLUTION MODIFYING FEES TO BE COLLECTED BY THE CITY OF  
EAST BETHEL IN 2016**

**WHEREAS**, The City Council of the City of East Bethel is the governing body of the City of East Bethel; and

**WHEREAS**, fee charges for Brewery/Taproom On-Sale licenses, Off-Sale Growler licenses, and Microdistillery Off-Sale licenses had not been determined at the time of adoption of the 2016 Fee Schedule on December 2, 2015;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT:** Resolution 2015-65 Establishing 2016 Fee Schedule is hereby modified with the addition as follows:

**GENERAL FEES:**

Liquor Licenses

Brewery/Taproom On-Sale	\$250.00
Off-Sale Growler	\$150.00
Microdistillery Off-Sale	\$380.00

Adopted this 16<sup>th</sup> day of December, 2015 by the City Council of the City of East Bethel.

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Steven R. Voss, Mayor

ATTEST:

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Jack Davis, City Administrator



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

December 16, 2015

\*\*\*\*\*

**Agenda Item Number:**

Item 7.0 A 1

\*\*\*\*\*

**Agenda Item:**

Home Occupation Interim Use Permit Application

\*\*\*\*\*

**Requested Action:**

Consider approving an Interim Use Permit for Steve and Tricia Quale for a tree trimming service.

\*\*\*\*\*

**Background Information:**

Mr. and Mrs. Quale own and operate a small tree trimming business, dba/Steve's Quality Tree Service. The Quale's have built a home in East Bethel and would house their equipment for the tree service in a detached accessory structure that is currently under construction. There would be no outside storage of equipment associated with the business permitted on the site.

The site is located at 18817 Greenbrook Drive and is zoned rural residential. Two seasonal part-time employees are utilized from March through October. All equipment would be housed inside the detached accessory structure.

**Attachments:**

1. Draft IUP
2. Aerial photo (there is a home already located on this parcel, not reflected on aerial photo)
3. Location map

\*\*\*\*\*

**Fiscal Impact:**

None at this time

\*\*\*\*\*

**Recommendation(s):**

At their November 17, 2015 meeting, the Planning Commission discussed this matter and recommended that City Council consider approval of the IUP for Steve and Tricia Quale dba/Steve's Quality Tree Service at 18817 Greenbrook Dr NE, East Bethel, MN 55011; PIN 33-33-23-12-0007 subject to the following conditions:

1. No more than three persons, at least one of whom shall reside within the principal dwelling, shall work at the home occupation site.
2. No traffic shall be generated by any home occupation in a significantly greater volume than would normally be expected from a single-family residence.

3. Any sign associated with the home occupation shall be in compliance with the East Bethel Sign Ordinance.
4. The home occupation shall not generate hazardous waste unless a plan for off-site disposal of the waste is approved. Documentation from MPCA or Anoka County Environmental Services regarding hazardous waste generation is required.
5. A home occupation at a dwelling with an on-site sewage treatment system shall only generate normal domestic household waste unless a plan for off-site disposal of the waste is approved.
6. The home occupation shall not constitute, create, or increase a nuisance to the criteria and standards established in this ordinance.
7. There shall be no outdoor display or storage of goods, equipment, or materials for the home occupation.
8. Parking needs generated by the home occupation shall be provided on-site.
9. The area set aside for the home occupation in the principal structure shall not exceed 50 percent of the gross living area of the principal structure.
10. No structural alterations or enlargements shall be made for the sole purpose of conducting the home occupation.
11. There shall be no detriments to the residential character of the neighborhood due to the emission of noise, odor, smoke, dust, gas, heat, glare, vibration, electrical interference, traffic congestion, or any other nuisance resulting from the home occupation.
12. The area set aside for the home occupation in the attached or detached accessory structures or garages shall not exceed total accessory structure space.
13. Applicant is required to follow all local building and fire codes.
14. Home will not be used as a point of retail on site sales.
15. No outside storage of equipment or materials associated with the business shall be permitted.
16. Violation of conditions and City Codes shall result in the revocation of the IUP.
17. The IUP shall be for a term of three (3) years, expiring December 17, 2018, prior to which time, the applicant would be required to re-apply for an IUP to continue this activity.
18. The IUP Agreement will not be considered as approved until the detached accessory structure is completed and is approved by the City Building Department and all documents relating to this matter are executed. The IUP must be signed no later than 15 days from the Building Officials approval of the detached accessory structure. Failure to execute this Agreement by May 17, 2016 or within 15 days of approval of the detached accessory structure will null and void the IUP.

\*\*\*\*\*

**City Council Action**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_

Please note this is a DRAFT document and serves as an example of the final IUP.  
Additional conditions can be imposed.

Number

CITY OF EAST BETHEL  
ANOKA COUNTY, MINNESOTA  
INTERIM USE PERMIT (IUP) AGREEMENT

---

---

Dated:

Property Owner: Steven Jr and Tricia Quale  
18817 Greenbrook Dr NE  
Wyoming, MN 55092

Applicant: Steven Jr and Tricia Quale

Parcel Location: THAT PRT OF NW1/4 OF NE1/4 OF SEC 33 TWP 33  
RGE 23 LYG ELY OF C/L OF CO RD NO 68 & N OF S  
600 FT THEREOF, EX RD, SUBJ TO EASE OF REC

Parcel Number: 33-33-23-12-0007

Present Zoning District: Rural Residential

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IUP REQUEST: approval of a home occupation to operate a business called Steve's Tree Service at 18817 Greenbrook Dr NE Wyoming, MN 55092.

PLANNING COMMISSION ACTION

A public hearing was held on November 17, 2015 at which all interested parties had the opportunity to be heard. Planning Commission recommended approval of the IUP request.

CITY COUNCIL ACTION

The City Council considered the matter at its meeting on \_\_\_\_\_ and approved the IUP request with conditions.

## DECISION

The City Council hereby grants the IUP for a home-based business called Steve's Tree Service located at 18817 Greenbrook Dr NE, Wyoming, MN 55092, THAT PRT OF NW1/4 OF NE1/4 OF SEC 33 TWP 33 RGE 23 LYG ELY OF C/L OF CO RD NO 68 & N OF S 600 FT THEREOF, EX RD, SUBJ TO EASE OF REC, PIN 33-33-23-12-0007 subject to the following conditions:

### CONDITIONS AND REQUIREMENTS

1. Home Occupation shall meet the specific home occupation standards set forth in the City Code Appendix A Section 10-18:
  - a. No more than three (3) persons, at least one (1) of whom shall reside within the principal dwelling, shall be employed by the Home Occupation.
  - b. No traffic shall be generated by any home occupation in a significantly greater volume than would normally be expected from a single-family residence.
  - c. Any sign associated with the home occupation shall be in compliance with the East Bethel City Code, Chapter 54. Signs. Home occupation signage must be no larger than two (2) square feet (City Code Chapter 54-4.3).
  - d. The home occupation shall not generate hazardous waste unless a plan for off-site disposal of the waste is approved.
  - e. A home occupation at a dwelling with an on-site sewage treatment system shall only generate normal domestic household waste unless a plan for off-site disposal of the waste is approved.
  - f. The home occupation shall not constitute, create, or increase a nuisance to the criteria and standards established in this ordinance.
  - g. There shall be no outdoor display or storage of goods, equipment, or materials for the home occupation.
  - h. Parking needs generated by the home occupation shall be provided on-site.
  - i. The area set aside for the home occupation in the principal structure shall not exceed 50 percent of the gross living area of the principal structure and the area set aside for the home occupation in the attached or detached accessory structures or garages shall not exceed total accessory structure space.
  - j. No structural alterations or enlargements shall be made for the sole purpose of conducting the home occupation.
  - k. There shall be no detriments to the residential character of the neighborhood due to the emission of noise, odor, smoke, dust, gas, heat, glare, vibration, electrical interference, traffic congestion, or any other nuisance resulting from the home occupation.
2. Home will not be used as a point of retail on site sales.
3. Violation of conditions and City Codes shall result in the revocation of the IUP.
4. The IUP shall be for a term of three (3) years, expiring \_\_\_\_\_, prior to which time, the applicant will be required to re-apply for an IUP to continue this activity.
5. All conditions must be met no later than January 18, 2016. An IUP Agreement shall be signed and executed no later than \_\_\_\_\_. Failure to execute the IUP Agreement within the time specified will null and void the IUP.





Home Occupation Location

## Parcel Information

1 in = 376 ft

PIN: 333323120007

Acres: 12.21

Owner Name: QUALE JR STEVEN & QUALE TRICIA

Address1: 1745 191ST AVE NW

Address 2: EAST BETHEL, MN 55011

Site Address1 :

Site Address 2: EAT BETHEL, MN 55011-9523

Zoning: RR

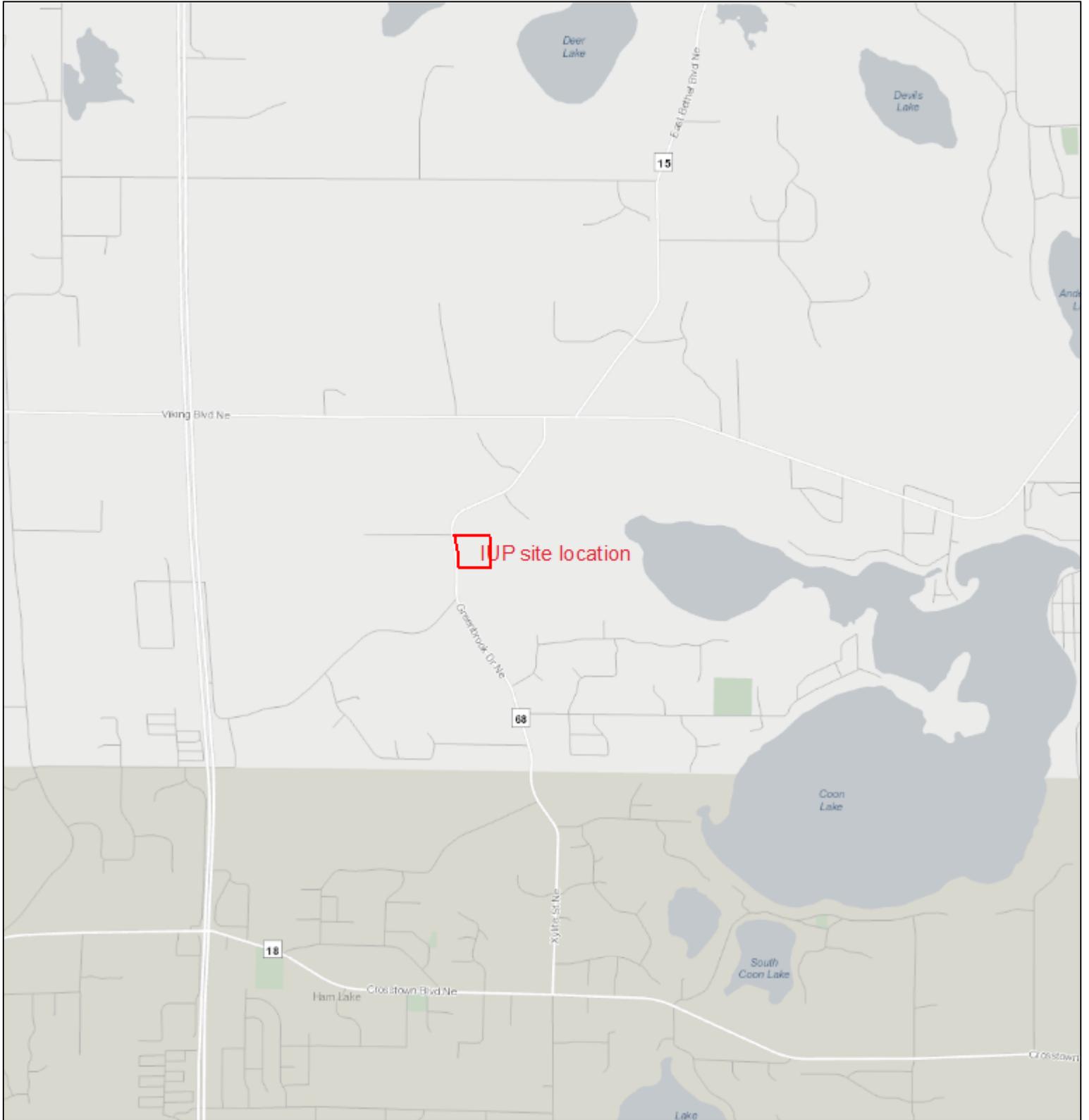
Shoreland: Null

Legal: THAT PRT OF NW1/4 OF NE1/4 OF SEC 33  
TWP 33 RGE 23 LYG ELY OF C/L OF CO RD NO 68  
& N OF S 600 FT THEREOF, EX RD, SUBJ TO  
EASE OF REC

Bryan Pittman

November 13, 2011





1 in = 3,009 ft



© WSB & Associates  
December 10, 2011

Map Powered by DataLink  
from WSB & Associates



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

December 16, 2015

\*\*\*\*\*

**Agenda Item Number:**

Item 7.0 D.1

\*\*\*\*\*

**Agenda Item:**

212<sup>th</sup> Avenue Private Road

\*\*\*\*\*

**Requested Action:**

Consideration by Council for a private road as minimal maintenance street, with conditions, for the purpose of allowing the addressing of parcels served by this access.

\*\*\*\*\*

**Background:**

At the December 8, 2015 Roads Commission Meeting, Evon Brownlee and Allan Bonde requested that the Commission consider for recommendation to City Council, acceptance of the private street that accesses their property east of 212<sup>th</sup> Avenue as a minimal maintenance road for the purpose of addressing a 20 acre parcel. They are in the process of selling this parcel but it currently does not meet the requirements of access to a public street which would prohibit the issuance of a building permit (City Code Section 62-73). The same unimproved street also provides access to the Bonde residence, (addressed as 2827 212<sup>th</sup> Avenue) and to Ms. Jacqueline Mayer at the end of the existing unimproved private road. Ms. Mayer has an address attached to her property (3010 212<sup>th</sup> Ave.) with this address having been assigned by the City in 1975.

Only the 3091 212<sup>th</sup> Avenue address and the existing 20 acre parcel are proposed for sale. Subdivision of any of the properties would require the unimproved road to meet City standards and specifications. Currently, only the right of way delineation meets City requirements.

As this private road has provided access to the two residences for 41 years and as this has set a form of precedence for accessing and addressing properties along this road, Staff has no issues with this access being considered as a minimal maintenance road for the purposes of allowing two lots (PID 15-33-23-12-0002 and PID 15-33-23-13-0003) to be sold for single family homes subject to the following conditions:

1. Provide the City with the names and addresses of all of the respective property owners and lien holders, including the DNR along with consent forms for the private drive establishment and location.
2. Provide a legal description that describes the entire road and right of way proposed as a private drive.
3. Execute a Maintenance Agreement addressing all road maintenance and snow removal responsibilities, payments and organizational framework for collection.

- 4. Road requirements must meet minimum standards as approved by the City Fire Chief to meet emergency vehicle requirements, including additional Class 5 or other acceptable material to improve the road surface and condition as needed.

**Attachments:**

- 1. Certificate of Survey
- 2. Bonde Aerial Photo
- 3. Resolution 2015-68

\*\*\*\*\*

**Fiscal Impact:**

None at this time

\*\*\*\*\*

**Recommendation(s):** The Roads Commission and Staff recommend that City Council consider approval of Resolution 2015-68.

\*\*\*\*\*

**Road Commission Action**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

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Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_

# CERTIFICATE OF SURVEY FOR ALLAN BONDE 2827 212th Avenue N.E. East Bethel, MN 55011 763-434-7539

## PROPOSED DESCRIPTION FOR PARCEL "A"

Government Lot 3, Section 15, Township 33 North, Range 23 West, Anoka County, Minnesota.

Subject to an easement for road purposes over said Government Lot 3, except the North 300 feet of the West 400 feet thereof, according to document numbers 37002 and 42762.

AND That part of Government Lot 5, Section 15, Township 33 North, Range 23 West, Anoka County, Minnesota, lying north of the South 460.00 feet thereof and lying west of the East 683.00 feet thereof.

Together with a non-exclusive easement for road, ingress, egress and utility purposes over, under and across the west 60.00 feet of the said 683.00 feet of said Government Lot 5. The address of said easement area to be prolonged or shortened to terminate on the north and south lines of said Government Lot 5.

AND That part of Government Lot 4, Section 15, Township 33 North, Range 23 West, Anoka County, Minnesota, lying westerly of the following described line:

Commencing at the northeast corner of said Government Lot 4; thence on an assumed bearing of North 89 degrees 38 minutes 17 seconds West, along the north line of said Government Lot 4, a distance of 550.50 feet to the point of beginning of the line to be described; thence South 02 degrees 28 minutes 52 seconds East a distance of 493.03 feet; thence North 89 degrees 21 minutes 14 seconds West a distance of 308.33 feet; thence South 05 degrees 52 minutes 41 seconds East a distance of 588.61 feet; thence North 29 degrees 41 minutes 41 seconds East a distance of 207.15 feet to the south line of said Government Lot 4 and said line there terminating.

The above described parcels are together with the following described easements:

A 70 foot wide non-exclusive easement for road, ingress, egress and utility purposes over, under and across Government Lot 4, Section 15, Township 33 North, Range 23 West, Anoka County, Minnesota, said easement being 35 feet on each side of the following described centerline:

Commencing at a point on the east line of the Northeast Quarter of the Northeast Quarter of Section 15, Township 33 North, Range 23 West, Anoka County, Minnesota, distant 50 feet North, as measured along said East line, from the southeast corner of said Northeast Quarter of the Northeast Quarter; thence on an assumed bearing of North 89 degrees 31 minutes 40 seconds West, parallel to the south line of said Northeast Quarter of the Northeast Quarter and the South line of Government Lot 4, Section 15, Township 33 North, Range 23 West, a distance of 750.00 feet, to the point of beginning of the centerline to be described; thence continuing North 89 degrees 31 minutes 40 seconds West, parallel to the south line, on the line which lies 35 feet north of the south line of said Government Lot 4, a distance of 355.77 feet; thence North 29 degrees 41 minutes 41 seconds East a distance of 588.61 feet; thence North 81 degrees 03 minutes 40 seconds West a distance of 292.48 feet to the west line of said Government Lot 4 and said centerline there terminating.

The address of said easement area to be prolonged or shortened to terminate on the west side of said Government Lot 4.

AND A 68.00 foot wide non-exclusive easement for road, ingress, egress and utility purposes over, under and across Government Lot 4, Section 15, Township 33 North, Range 23 West, Anoka County, Minnesota, said easement being 33.00 feet on each side of the following described centerline:

Commencing at the southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 15, thence on an assumed bearing of North 00 degrees 04 minutes 56 seconds West, along the east line of said Northeast Quarter of the Northeast Quarter a distance of 550.50 feet to the easterly extension of the centerline of 212th Avenue Northeast, as platted in the recorded plat of NORWYN FARMS, Anoka County, Minnesota; thence South 89 degrees 24 minutes 37 seconds West, along said centerline of 212th Avenue Northeast, a distance of 121.40 feet to the west line of said Northeast Quarter of the Northeast Quarter and to the point of beginning of the centerline of the 66.00 foot wide easement to be described; thence South 89 degrees 24 minutes 37 seconds West, a distance of 450.11 feet to a point distant 35.00 feet north from the south line of said Government Lot 4 as measured along said east line of the Northeast Quarter of the Northeast Quarter and said centerline there terminating.

The address of said easement area to be prolonged or shortened to terminate on the west side of said Northeast Quarter of the Northeast Quarter.

### NOTES

The orientation of this bearing system is based on the Anoka County Coordinate System.

For the purpose of this survey, no attempt was made to look for and/or monument, locate and/or show encroachments on Parcel "B".

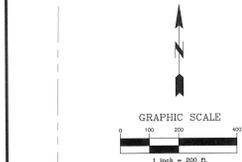
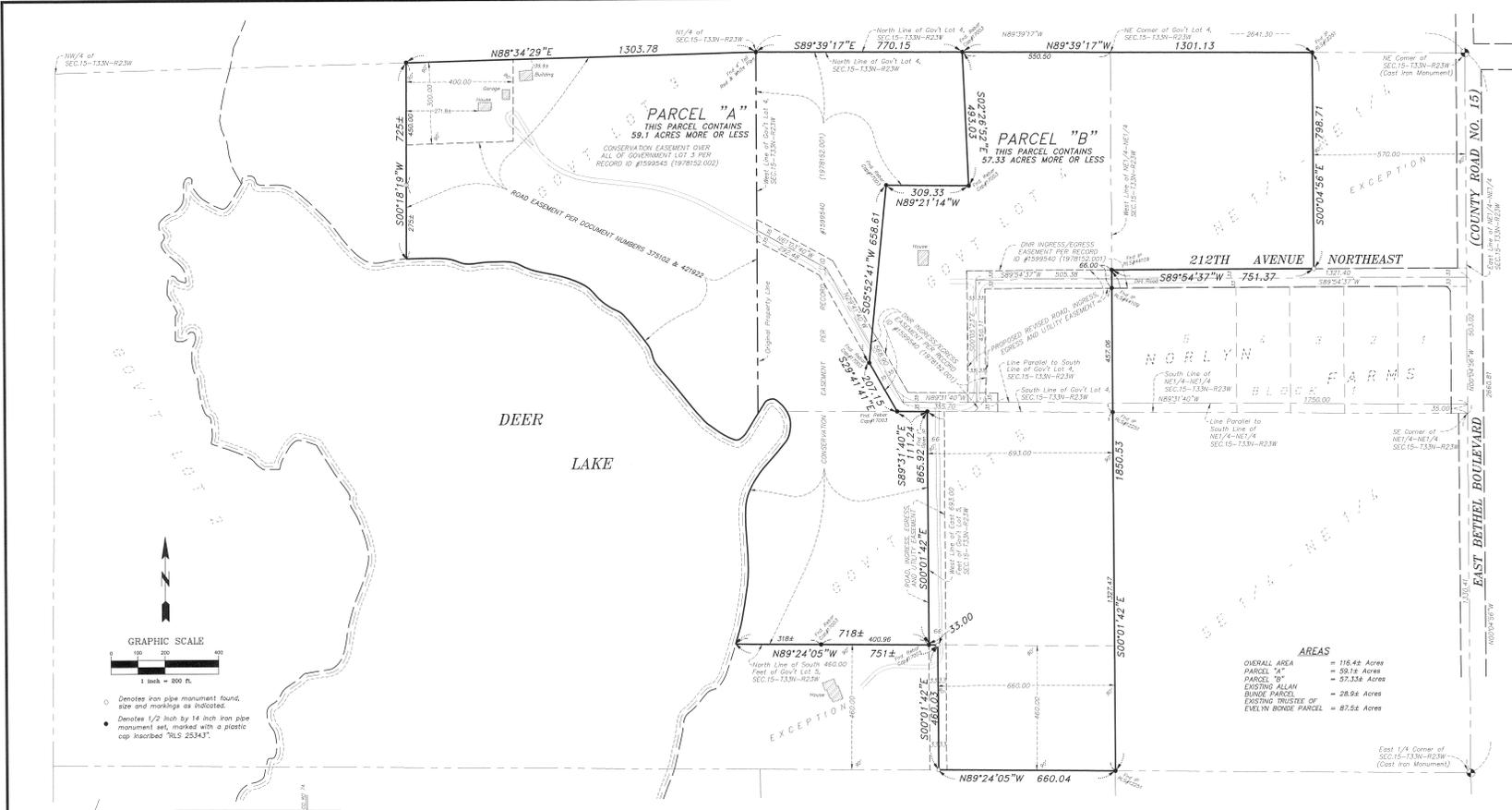
For purposes of this survey, the location of Deer Lake was shown per the survey maps prepared by the Minnesota Department of Natural Resources dated 6-16-10.

For purposes of this survey, the road, ingress, egress and utility easements were required to clear any errors, omissions or ambiguities that were recorded in Document No. 196487013. The reissue description who files this Certificate of Survey with the County Recorder has been updated. The DNR access easement was not used because the platted portion of 212th Avenue Northeast is not shown.

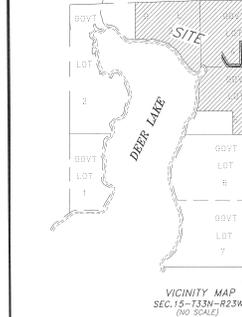
Property is subject to Right-of-Way easements for Anoka Electric Department per Right-of-Way Easement Location Numbers 10419 and 13661. The easements appear to be unperfected in location and coverage. There is also a Right-of-Way easement owned by the State of Minnesota to the East of Government Lot 3 of the County Recorder Association on November 7, 1946 per document No. 193556.

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.

*Michael R. Berglund*  
 Reg. No. 25343 Date 7-16-09  
 Revised: 9-14-09, 12-03-09



- Denotes iron pipe monument found, size and markings as indicated.
- Denotes 1/2 inch by 14 inch iron pipe monument set, marked with a plastic cap inscribed 763-25343.



**MIDWEST**  
**Land Surveyors & Civil Engineers, Inc.**  
 710 East River Road  
 Bethel, MN 55004  
 PH: 763-792-5000 Fax: 763-792-0955  
 Job No. 09-023 Book-Page-Cont. Acad. Rec. 02-143  
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### ORIGINAL DESCRIPTION OF EVELYN M. BONDE REVOCABLE TRUST'S PROPERTY

Government Lot 4 and 5, Section 15, Township 33 North, Range 23 West, Anoka County, Minnesota and all of the Northeast Quarter of the Northeast Quarter of said Section 15 except those parcels described as follows:

- That part of the East 683.00 feet of the Northeast Quarter of the Northeast Quarter of said Section 15, Township 33 North, Range 23 West, Anoka County, Minnesota, lying North of the recorded plat of NORWYN FARMS, Anoka County, Minnesota, being 35 feet on each side of the following described line:
- That part of the South 460 feet of Government Lot 4 and the Northeast Quarter of the Northeast Quarter of said Section 15, Township 33 North, Range 23 West, Anoka County, Minnesota, lying West of the East 693 feet of Government Lot 4, Section 15, Township 33 North, Range 23 West, Anoka County, Minnesota, being 35 feet on each side of the following described line:
- The recorded plat of NORWYN FARMS, Anoka County, Minnesota.

Subject to an easement for road purposes over the East 33.00 feet thereof, and together with a 66.00 foot wide easement for road purposes, the centerline of said easement is described as follows: Beginning at a point on the East line of said Northeast Quarter of the Northeast Quarter distant 503.00 feet from the Southeast corner thereof; thence easterly at right angles to said East line, a distance of 570.00 feet, said centerline there terminating.

Together with an easement for road purposes over Government Lot 3 of said Section 15 as set forth in Contract for deed dated August 30, 1972 recorded in Book 963, page 68 and Decree dated November 30, 1974 recorded in Book 1114 of Deeds page 50, of the records of the Register of Deeds, Anoka County.

### PROPOSED DESCRIPTION FOR PARCEL "B"

That part of Government Lot 4, Section 15, Township 33 North, Range 23 West, Anoka County, Minnesota, lying easterly of the following described line:

Commencing at the northeast corner of said Government Lot 4; thence on an assumed bearing of North 89 degrees 39 minutes 17 seconds West, along the north line of said Government Lot 4, a distance of 550.50 feet to the point of beginning of the line to be described; thence South 02 degrees 28 minutes 52 seconds East a distance of 493.03 feet; thence North 89 degrees 21 minutes 14 seconds West a distance of 308.33 feet; thence South 05 degrees 52 minutes 41 seconds East a distance of 588.61 feet; thence North 29 degrees 41 minutes 41 seconds East a distance of 207.15 feet to the south line of said Government Lot 4 and said line there terminating.

Subject to a 70 foot wide non-exclusive easement for road, ingress, egress and utility purposes over, under and across Government Lot 4, Section 15, Township 33 North, Range 23 West, Anoka County, Minnesota, said easement being 35 feet on each side of the following described centerline:

Commencing at a point on the east line of the Northeast Quarter of the Northeast Quarter of said Section 15, Township 33 North, Range 23 West, Anoka County, Minnesota, distant 50 feet North, as measured along said East line, from the southeast corner of said Northeast Quarter of the Northeast Quarter; thence on an assumed bearing of North 89 degrees 31 minutes 40 seconds West, parallel to the south line of said Northeast Quarter of the Northeast Quarter and the South line of Government Lot 4, Section 15, Township 33 North, Range 23 West, Anoka County, Minnesota, a distance of 750.00 feet, to the point of beginning of the centerline to be described; thence continuing North 89 degrees 31 minutes 40 seconds West, parallel to the south line, on the line which lies 35 feet north of the south line of said Government Lot 4, a distance of 355.77 feet; thence North 29 degrees 41 minutes 41 seconds East a distance of 588.61 feet; thence North 81 degrees 03 minutes 40 seconds West a distance of 292.48 feet to the west line of said Government Lot 4 and said centerline there terminating.

The address of said easement area to be prolonged or shortened to terminate on the west line of said Government Lot 4.

AND

### PROPOSED DESCRIPTION FOR PARCEL "A"

That part of Government Lot 5, Section 15, Township 33 North, Range 23 West, Anoka County, Minnesota, lying north of the South 460.00 feet thereof and lying west of the East 683.00 feet thereof.

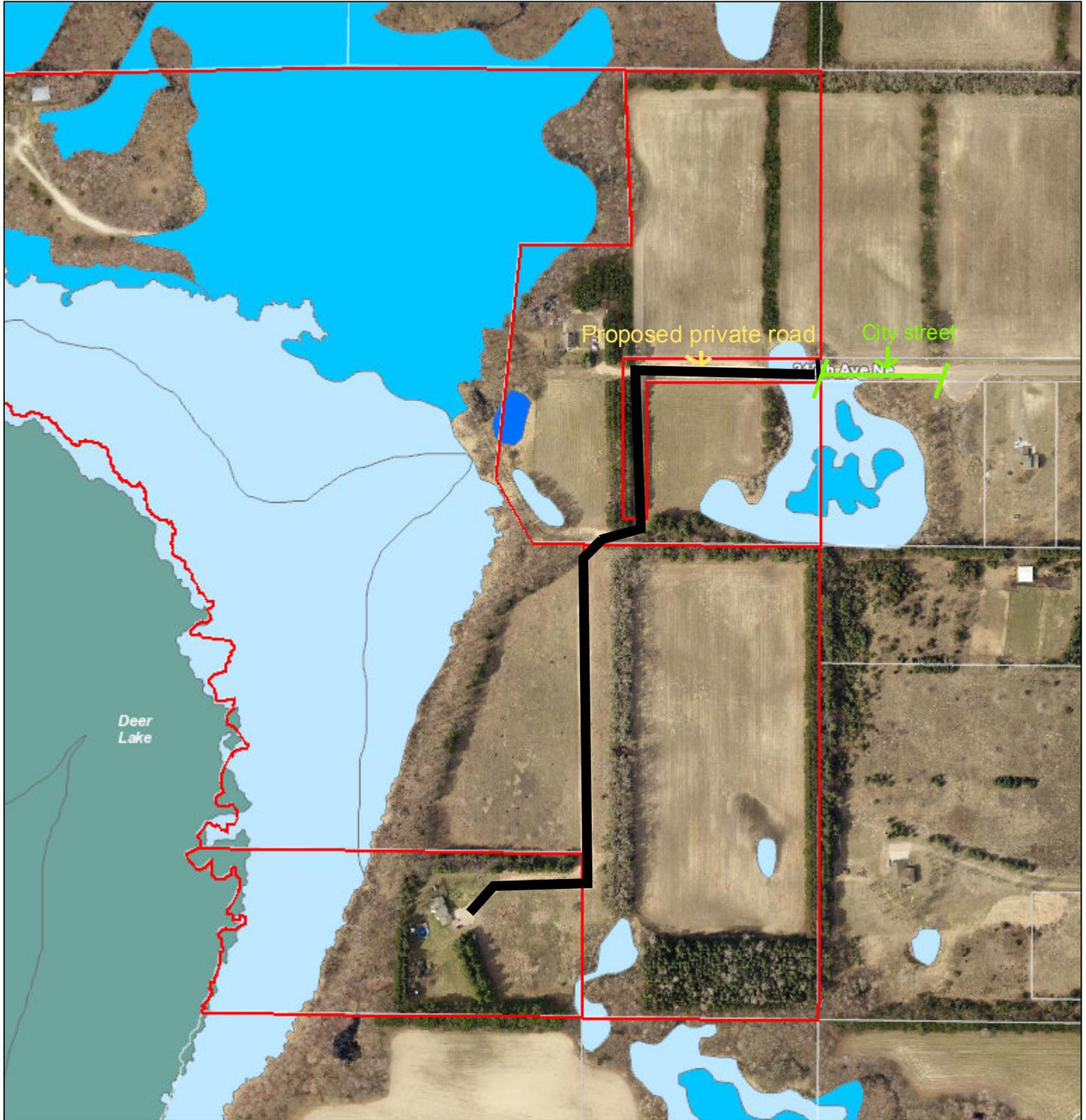
Together with a non-exclusive easement for road, ingress, egress and utility purposes over, under and across the west 60.00 feet of the said 683.00 feet of said Government Lot 5. The address of said easement area to be prolonged or shortened to terminate on the north and south lines of said Government Lot 5.

AND

The Northeast Quarter of the Northeast Quarter of Section 15, Township 33 North, Range 23 West, Anoka County, Minnesota, except that part of the East 570.00 feet of the Northeast Quarter of the Northeast Quarter, Section 15, Township 33 North, Range 23 West, Anoka County, Minnesota, lying north of the recorded plat of NORWYN FARMS, according to the recorded plat thereof, Anoka County, Minnesota.

AREAS	
OVERALL AREA	= 116.44 Acres
PARCEL "A"	= 59.74 Acres
PARCEL "B"	= 56.70 Acres
EXISTING ALLAN BONDE PARCEL	= 28.94 Acres
EXISTING TRUSTEES OF NORWYN FARMS PARCEL	= 67.54 Acres

# Bonde Access Road



1 in = 376 ft

## Wetlands

-  Freshwater Emergent Wetland
-  Freshwater Forested/Shrub Wetland
-  Freshwater Pond
-  Lake
-  Riverine



Bryan Pittman  
December 2, 2015

Map Powered by DataLink  
from WSB & Associates

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

**RESOLUTION NO. 2015-68**

**RESOLUTION ACCEPTING MINIMUM MAINTENANCE ROAD  
FOR THE PURPOSE OF SELLING TWO LOTS**

**WHEREAS**, Ms. Evon Brownlee and Mr. Allan Bonde approached the City regarding their interest in selling property off of a minimum maintenance road that is currently maintained by the Bonde Estate Co-Trustee Allan Bonde and Co-Trustee Evelyn M Brownlee (hereafter referred to as the Bonde Estate); and

**WHEREAS**, the parcels that currently have access off of this minimum maintenance road include the following: PID #15-33-23-12-0002; 15-33-23-130003; 15-33-2321-0002; and PID #15-33-2313-0005 which is owned by a Ms. Jacqueline Mayer; and

**WHEREAS**, the Bonde Estate has always provided maintenance on this road, including snowplowing, and

**WHEREAS**, the City has not accepted this as a City street; and

**WHEREAS**, the City recognizes this as a minimum maintenance road that has existing parcels of land that can be sold as single family home sites; and

**WHEREAS**, the City will permit the issuance of building permits for single family home construction; and

**WHEREAS**, the City recognizes the minimum maintenance road be subject to the following conditions:

1. Provide the City with the names and addresses of all of the respective property owners and lien holders, including the DNR along with consent forms for the minimum maintenance road establishment and location.
2. Provide a legal description that describes the entire road and right of way proposed as a minimum maintenance road.
3. Execute a Maintenance Agreement addressing all road maintenance and snow removal responsibilities, payments and organizational framework for collection.
4. Provide road requirements to meet emergency vehicle requirements, as approved by the East Bethel Fire Chief. Road requirements must meet minimum standards as approved by the City Fire Chief to meet emergency vehicle requirements, including additional Class 5 or other acceptable material to improve the road surface and condition as needed; and

**WHEREAS,** Improvements of the road to meet requirements for future acceptance to the City Street System shall be at the owners expense and subdivision of any of the properties will require that the minimum maintenance road it be brought to City standards.

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

The private road that serves Parcels #15-33-23-12-0002; #15-33-23-13-0003; #15-33-23-21-0002; and PID #15-33-23-13-0005 is a minimum maintenance road and is recognized as such for the purposes of allowing two lots to be sold for single family homes.

Adopted this 16th day of December, 2015, by the City Council of the City of East Bethel.

---

Steven R. Voss, Mayor

ATTEST:

---

Jack Davis, City Administrator



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

December 16, 2015

\*\*\*\*\*

**Agenda Item Number:**

Item 8.0 G.1

\*\*\*\*\*

**Agenda Item:**

North TH Hwy. 65 Corridor Coalition Joint Powers Agreement (JPA) Amendment

\*\*\*\*\*

**Requested Action:**

Consider amending the North TH Hwy. 65 Corridor Coalition JPA

\*\*\*\*\*

**Background Information:**

The City of East Bethel approved joining a Coalition of Cities, Counties and Townships along Trunk Highway 65 from Blaine to and including Kanabec County in September 2006 for the purpose of collaboratively planning and lobbying for transportation improvements within this corridor.

In order for the Coalition to continue its function as an effective entity to represent its members, changes in the JPA were necessary to provide the means to maintain a process for meetings.

At their Nov. 19, 2015 meeting, the North TH 65 Coalition voted to amend the organization's JPA to accommodate these needs. The changes are included in the attachments.

Each member is requested to approve the amended JPA by resolution. A copy of the amended JPA and Resolution 2015-69 is attached.

**Attachments:**

1. JPA Red-line Copy
2. JPA Clean Copy Proposal
3. Resolution 2015-69

\*\*\*\*\*

**Fiscal Impact:**

None at this time. Current dues are \$250 per year and have been approved and included in the City's 2016 Budget

\*\*\*\*\*

**Recommendation(s):**

Staff recommends Council consider approval of Resolution 2015-69 amending the Joint Powers Agreement for the North TH 65 Hwy. Corridor Coalition.

\*\*\*\*\*

**City Council Action:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_

**AMENDED AND RESTATED**  
**JOINT POWERS AGREEMENT**  
**FOR THE NORTH TRUNK HIGHWAY 65 CORRIDOR COALITION**

This Amended and Restated Joint Powers Agreement is made and entered into as of the date specified below. The parties to this agreement are governmental units of the State of Minnesota. This agreement is made and entered into pursuant to Minnesota Statutes, 2004, Section 471.59.

**WITNESSETH:**

**WHEREAS**, the governmental units all of whom directly border on or are in close proximity to Trunk Highway 65 (TH65), hereby agree to form the North Trunk Highway 65 Corridor Coalition, and

**WHEREAS**, the Coalition will commence a collaborative effort to address transportation and community planning issues associated with the improvement and expansion of the TH 65 corridor by:

1. Identifying, discussing and addressing transportation needs, including transit, transportation safety and efficacy for transportation improvements;
2. Identifying, discussing and addressing other physical and community planning issue affected by said improvements; and
3. Addressing other issues that respective members deem appropriate.

**WHEREAS**, the Coalition desires to utilize this strategic alliance to assist in marketing and guiding development along the TH 65 Corridor; and

**WHEREAS**, the success of this collaborative effort will be dependent upon having access to adequate resources to comprehensively research and address the critical issues that impact TH 65; and

**NOW THEREFORE**, on the basis of the premises and the mutual covenants hereinafter set

forth, the parties hereto agree as follows:

**ARTICLE I.  
VISION STATEMENT**

The general purpose of this agreement is to create an organization through which the members that are parties to this Agreement may jointly and cooperatively plan for and maximize the opportunities for sub-regional transportation and transit development, quality growth and diversification along TH 65 through a system of collaboration, pursuant to Minnesota Statutes, 2004, Section 471.59.

**ARTICLE II.  
ORGANIZATIONAL GOALS**

The goal of the Organization shall be to: Work cooperatively with transportation, transit and other agencies in planning for transportation improvements including connecting State and County roadways, mass transit needs, and other infrastructure improvements along TH 65 to plan for future development along the corridor.

**ARTICLE III.  
DEFINITIONS**

For purposes of this agreement the terms defined in this Article have the meanings given them.

- Section 1. **“Administrative Representative”** means the person who is responsible for daily administration of the affairs of the coalition.
- Section 2. **“Agreement”** means this Amended and Restated agreement~~Agreement~~.
- Section 3. **“Board”** means the Board of Directors created by Article VII.
- Section 4. **“Representative Director”** means a director-representative or alternate representative director appointed under Article V of this agreement.
- Section 5. **“Governing body”** means the City Council of a city, the Town Board of a township and the County Board of a county.
- Section 6. **“Governmental unit”** means a county, a home rule city, a statutory city, or a township.

Section 7. “**Member**” means a governmental unit that is a party to this agreement and is in compliance with and in good standing under this agreement and the bylaws. the Bylaws.

Section 8. “**The North Trunk Highway 65 Corridor Coalition**” means the organization established by this agreement and is hereinafter referred to as the “Coalition.”

#### ARTICLE IV.

#### MEMBERSHIP

Section 1. Any governmental unit bordering or in close proximity to T.H. 65 north of the intersection of Highway 10, is eligible to be a member of the Coalition.

Section 2. A governmental unit desiring to be a member of the Coalition may apply to do so by delivering a resolution and or approved minutes of its governing body authorizing execution of this Agreement, along with an executed copy of this Agreement, to the Administrative Representative~~Chair or Secretary-Treasurer~~ of the Coalition ~~(or with the County Recorder of the Counties of Anoka, Isanti or Kanabec, if the organization has not yet been formed).~~ The Board Coalition once formed, shall approve admission of members and may approve or disapprove the admission of any other government unit. Approval must be by a two-thirds majority vote of the ~~Board~~, Members Representatives present at a regular or special meeting, which approval, ~~and the Board~~ may impose reasonable conditions on the admission of such members and establish procedures for the removal of a member for cause.

Section 4. The Board may approve-recommend the creation of a Non-voting Membership category open to private persons or entities subject to limitations contained in Minnesota Statutes, 2004, Section 471.59, if any, with provisions for participation in discussion of governance-decisions as may be agreed to by the Members as expressed in the Bylaws. The creation of a Non-voting Membership category shall not become effective until approved by a majority of the Representatives Members present at a regular or special meeting of the Coalition.

**ARTICLE V.**  
**BOARD OF DIRECTORS**  
**MEMBERSHIP**

- Section 1. ~~The governing body of the Coalition is its Board of Directors.~~ The Coalition shall be governed by its mMembers through appointed representatives. Each member of the Coalition shall have one vote, which shall be made by its representative. A member ~~A member~~ shall have one (1) ~~director representative~~ position and one (1) alternate ~~director representative~~.
- a) Unless otherwise specified by resolution of the governing body, the ~~representative~~ director representative and alternate ~~representative~~ director representative of a city member shall be an elected official. Each ~~representative~~ director representative has one vote. The alternate ~~director representative~~ may attend meetings ~~of the board~~ and may vote in the absence of a ~~director representative~~.
- b) Unless otherwise specified by resolution of the governing town board, the ~~director representative~~ and alternate ~~director representative~~ of a township shall be a town board member. Each ~~director~~ has one vote. The alternate ~~director~~ may attend meetings ~~of the board~~ and may vote in the absence of a ~~director representative~~.
- c) Unless otherwise specified by resolution of the governing county board, the ~~director representative~~ of a county shall be a county board member. Each ~~director representative~~ has one vote. The alternate ~~director representative~~ may attend meetings ~~of the board~~ and may vote in the absence of a director.
- Section 2. ~~Directors Representatives Representatives~~ serve until their respective successors are appointed and qualified.
- Section 3. A ~~representative director~~ may be removed ~~from the board~~ at any time, with or without cause, by resolution of the governing body making the appointment. The resolution removing the ~~director representative~~ must be filed with the Administrative Representative.
- Section 4. A vacancy ~~on the board of a representative~~ is filled in the same manner that the appointment of a ~~director representative~~ is made.
- Section 5. A ~~representative director~~ may not vote if the Bboard determines that the

member represented by the ~~director representative~~ is not in compliance with this agreement or if the ~~director representative~~ has been removed from ~~his/her representative position. the board.~~

ARTICLE VI.

**MEETINGS OF THE COALITION**

Section 1. The ~~B~~board must conduct an annual meeting of the Coalition at a date and place specified in its by-laws and/or notice for the purpose of ~~to-electing-officers, at large board members~~ Representatives to serve on the Board of Directors and to undertake such other business as may properly come before it. If the date and place specified in a notice is different than specified in the by-laws, the notice shall be sent to all Members-Representatives at a minimum of 30 days prior to the annual meeting date. The ~~B~~board ~~may~~ provide for a schedule of regular meetings.

Section 2. The Chair may call a special meeting of the ~~board membership Coalition, and the~~ The Administrative Representative may call a special meeting of the ~~board membership Coalition~~ upon written request of ~~\_\_\_\_\_ five (5) such number of directors, r~~ Representatives members as specified by the by-laws. Notice of a special meeting must be sent to ~~directors all Representatives members~~ no fewer than fifteen (15) ~~five~~ days prior to the special meeting. Business at special meetings is limited to matters contained in the notice of the special meeting.

ARTICLE VII.

**BOARD OF DIRECTORS /OFFICERS/POWERS: COMMITTEES**

Section 1. The Board of Directors of the Coalition shall consist of a Chair, a Vice-Chair, a Secretary, a Treasurer and one at large representative of the Coalition, each elected for a term of one year by the Representatives at the organizational meeting at the annual meeting. The Board may designate a representative to act as a Board member in the absence of any Board member. The Administrative Representative shall be an ex-officio non-voting member of the

Board of Directors.

~~Section 1. The Board of Directors of the Coalition shall consist of officers of the board are a Chair, a Vice-Chair, and a Secretary, Treasurer and three at large, representatives of the coalition elected for a term of one year by the members directors at the organizational meeting at the annual meeting. The board may designate directors to act as officers in the absence of any officer. The Administrative Representative shall be an ex-officio non-voting member of the board.~~

Section 2. The Chair presides at meetings of the bBoard and board-Coalition and shall serve as spokesperson for the Coalition. The Vice-Chair shall preside at meetings of the bBoard and board-Coalition meetings and serve as needed in the absence of the Chair. The Secretary-~~Treasurer~~ shall record the minutes of the meetings ~~a. The Treasurer nd shall~~ sign vouchers or orders disbursing funds. The Administrative Representative is responsible for records of proceedings of the board and the Coalition, the funds and financial records of the board Coalition, and such other matters as may be delegated by the board.

Section 3. The Administrative Representative and the ~~Secretary~~-Treasurer must sign vouchers or orders disbursing funds of the North Highway 65 Corridor Coalition. Disbursement will be made in the method prescribed by law for statutory cities.

Section 4. The board-Coalition may in its by-laws provide for and define the duties of such other officers as it determines necessary from time to time.

Section 5. The board-Coalition may in its by-laws provide for such committees as it determines necessary from time to time. ~~A by-law providing for an executive committee and defining the powers and duties of said committee may be adopted only by a two-third's vote of all members of the board.~~

Section 6. Notwithstanding the provisions in Article VIII, the Board shall have the authority to enter into contracts and/or expend funds when the value of each such contract or expenditure is less than \$5,000.00 and the expenditures are within the Coalition's approved budget.

~~Section 7. I am sure there are other specific items that the coalition may want to have the board of directors act upon without approval from the membership. We may be able to discuss these items at the next meeting.~~

Section 7. Take action between meetings to further the goals of the organization.

consistent with direction identified by the members.

Section 8. To the extent that it is feasible, membership of the Board shall be geographically balanced.

Section 9 The Board of Directors may establish dates and times for its regular meetings, which shall be sent to all ~~Representatives~~ members. The Chair may call a special meeting of the Board on its own initiative, and shall call a special meeting upon written request of three or more members of the Board. Notice of a special meeting must be sent to all members of the Board of Directors and to all ~~representatives~~ members no fewer than ~~fifteen (5)~~ five (5) days prior to the special meeting. Business at special meetings is limited to matters contained in the notice of the special meeting.

**ARTICLE VIII.  
POWERS AND DUTIES**

Section 1. The ~~board~~ Coalition may take such actions, as it deems necessary and convenient to accomplish the general purposes of this agreement. A member community shall retain the right to specifically approve proposed improvements in its community.

Section 2. The Coalition ~~board~~ may:

- a) Enter into contracts to carry out its powers and duties;
- b) Purchase and hold personal property and accounts;
- c) Contract for space, commodities or personal services with a member or group of members;
- d) Accept gifts, apply for and use grants or loans of money or other property from the state, the United States of America, from other governmental and non-governmental units, and may enter into agreements in connection therewith, hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto;
- e) Within the jurisdictional areas of operation of the parties:
  1. Collect and analyze data,

2. Develop strategic recommendations, and
3. Implement marketing programs for the purpose of economic development and retention of existing businesses.

Section 3. The North Highway 65 Corridor Coalition shall purchase liability insurance to insure against liability of the organization and its constituent members. ~~[Still researching the necessity of this requirement, particularly if the JPA, does not enter into any contract itself.]~~

~~Section 4. Twenty-Forty percent (240%) of the membership present at a regular or special meeting of the Coalition shall constitute a quorum. An affirmative vote of a majority of the members-Representatives present shall be required for approval of any matter. [this number may need to be reduced!]~~

#### ARTICLE IX. FINANCIAL MATTERS

Section 1. The fiscal year of the North Highway 65 Corridor Coalition is the calendar year.

Section 2. The -Board shall adopt an annual- budget for -each year- prior to August -1 of the preceding year except for the year 2007. For the year 2007, the budget shall be adopted by December 31, 2006. The board will give an opportunity to each member to comment or object to the proposed budget before adoption. Notice of the adopted budget must be sent promptly thereafter to the chief administrative officer of each Coalition member. The budget for any year except 2007 is deemed approved by each member unless, prior to November 1st of the preceding year, a member gives written notice to the Administrative Representative that the member is withdrawing at the end of the year as provided in the Agreement.

Section 3. Operational costs shall be shared. Each member shall pay an annual fee as established by the adoption of a resolution ~~-of the Board by a majority of the~~ Representatives members at a meeting or special meeting of the Coalition. The Board shall allocate the dues among members and notify the members each year by December 1st. The Board may annually review the membership fee and make recommendations to the Coalition membership to adjust said the fees. ~~-Changes to the fees shall not become effective until approved by the~~ Coalition members at a regular or special meeting called for that purpose, and

the Governing Bodies of the membership pursuant to the following procedure: When approved by the Coalition members, a notice of the change in fees shall be sent to the governing body of each member. The notice shall provide state that the governing body shall provide written notice of the approval/disapproval within 60 days of the notice. The notice shall further provide that the approval/disapproval of the fee change will be based upon an affirmative vote of the majority of the members timely responding to the notice. by the adoption of a resolution by 2/3 vote of the Board.

Section 4. Membership dues for members joining the organization after the beginning of the budget year shall be assessed a fee comparable to similar current members and shall be included in the calculation outlined in Section 3 in subsequent years.

Section 5. Coalition membership dues are due and payable no later than January 31 of the fiscal year. In the event of a dispute as to the amount of a billing a member must nevertheless make payment as billed to preserve membership status. The member may make payment subject to its right to dispute the bill and exercise any remedies available to it. Failure to pay a billing within 60 days results in suspension of voting privileges of the member director. Failure to pay a billing within 120 days is grounds for termination of membership. Termination of membership for failure to pay a billing does not terminate the obligation of that member to pay the amount due.

**ARTICLE X.  
WITHDRAWAL**

Section 1. A member may withdraw from the Coalition no later than November 1 in any year. The   notice shall be accompanied by a certified copy of a resolution adopted by the governing body of that member authorizing its withdrawal from membership. The withdrawal is effective at the end of the calendar year in which notice is given.

Section 2. The withdrawal or termination of a member does not affect that member's obligation to pay fees, charges or contractual charges incurred prior to withdrawal.

**ARTICLE XI.  
DISSOLUTION**

- Section 1. Dissolution is mandatory when the Administrative Representative has received certified copies of resolutions adopted by the governing bodies of two-thirds of the members of the Coalition in good standing requesting dissolution of the Coalition.
- Section 2. In the event of dissolution, the board must determine the measures necessary to affect the dissolution and must provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this agreement and law.
- Section 3. In the event of dissolution, following the payment of all outstanding obligations, assets of the Coalition will be distributed among the then existing members in direct proportion to their cumulative annual membership contributions. If those obligations exceed the assets of Coalition, the net deficit of the Coalition will be charged to and paid by the then existing members in direct proportion to the operational cost formula set forth in Article IX. Section 3 herein.

**ARTICLE XII.  
EFFECTIVE DATE; DURATION**

- Section 1. After approval by the Coalition, the Administrative Representative shall send a copy of tThis Amended and Restated Agreement to the Governing Bodies of the members, along with a notice. The notice shall state that the governing body shall provide written notice of the approval/disapproval of the Amended and Restated Agreement to the Administrative Representative within 60 days of the notice. The notice shall further provide that the approval/disapproval of the Amended and Restated Agreement will be based upon a vote of the majority of the governing bodies timely responding to the notice. Approval or disapproval of the Amended and Restated Agreement shall be in the form of a resolution adopted by the governing body of the member. shall become effective upon approval of a majority of the members Governing Bodies by sending the Administrative Representative a copy of a resolution and/or the official minutes

~~authorizing its execution and an executed copy hereof, filing with the County Recorder of the Counties of Anoka, Isanti or Kanabec County, a copy of resolutions authorizing its execution and an executed copy hereof of fourth-fifths of the members.~~

Section 2. This agreement shall remain in effect until such time as the Coalition shall agree to dissolve said agreement in accordance with Article XI of this Agreement.

### ARTICLE XIII.

#### ANNUAL REPORT

The Coalition seeks the following outcomes and annually will measure success against stated goals to determine whether the Coalition should continue as a Joint Powers effort.:

Section 1. Transportation and transit infrastructure improvements resulting in improved service, business growth and labor availability.

Section 2. Adoption of operating policies and framework so that goals and objectives of organization can be achieved.

### ARTICLE XIV.

#### AMENDED AND RESTATED BYLAWS

Upon approval of this Amended and Restated Agreement, the ~~board~~ Board shall prepare Amended and Restated ~~b~~Bylaws consistent with this Agreement and other changes deemed necessary. Included in the Amended and Restated Bylaws shall be provisions for alternative methods of voting by electronic means consistent with applicable law. The ~~board~~ Board shall then call a special meeting of the Coalition for the purpose of reviewing, amending and approving the amended and restated bylaws. The Amended and Restated bylaws shall become effective upon a majority vote of the ~~Representatives members~~ present.

- Remainder of page intentionally left blank -

IN WITNESS WHEREOF-, the undersigned governmental unit has caused this agreement to be executed by its duly authorized officers and delivered on its behalf.

~~ANOKA COUNTY~~ \_\_\_\_\_  
(name of governmental unit)

By: \_\_\_\_\_

Its: \_\_\_\_\_ Rhonda Sivarajah, Chair  
Anoka County Board of Commissioners

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_ Jerry Soma  
Anoka County Administrator

Dated: \_\_\_\_\_

~~APPROVED BY:~~

~~By: \_\_\_\_\_  
\_\_\_\_\_ Douglas W. Fischer, PE  
\_\_\_\_\_ Anoka County Highway Engineer~~

~~Dated: \_\_\_\_\_~~

APPROVED AS TO FORM:

By: \_\_\_\_\_

Its: \_\_\_\_\_ Dan Klint  
Assistant Anoka County Attorney

Dated: \_\_\_\_\_

**AMENDED AND RESTATED  
JOINT POWERS AGREEMENT  
FOR THE NORTH TRUNK HIGHWAY 65 CORRIDOR COALITION**

This Amended and Restated Joint Powers Agreement is made and entered into as of the date specified below. The parties to this agreement are governmental units of the State of Minnesota. This agreement is made and entered into pursuant to Minnesota Statutes, 2004, Section 471.59.

**WITNESSETH:**

**WHEREAS**, the governmental units all of whom directly border on or are in close proximity to Trunk Highway 65 (TH65), hereby agree to form the North Trunk Highway 65 Corridor Coalition,

**WHEREAS**, the Coalition will commence a collaborative effort to address transportation and community planning issues associated with the improvement and expansion of the TH 65 corridor by:

1. Identifying, discussing and addressing transportation needs, including transit, transportation safety and efficacy for transportation improvements;;
2. Identifying, discussing and addressing other physical and community planning issue affected by said improvements; and
3. Addressing other issues that respective members deem appropriate.

**WHEREAS**, the Coalition desires to utilize this strategic alliance to assist in marketing and guiding development along the TH 65 Corridor; and

**WHEREAS**, the success of this collaborative effort will be dependent upon having access to adequate resources to comprehensively research and address the critical issues that impact TH 65; and

**NOW THEREFORE**, on the basis of the premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

## ARTICLE I. VISION STATEMENT

The general purpose of this agreement is to create an organization through which the members that are parties to this Agreement may jointly and cooperatively plan for and maximize the opportunities for sub-regional transportation and transit development, quality growth and diversification along TH 65 through a system of collaboration, pursuant to Minnesota Statutes, 2004, Section 471.59.

## ARTICLE II. ORGANIZATIONAL GOALS

The goal of the Organization shall be to: Work cooperatively with transportation, transit and other agencies in planning for transportation improvements including connecting State and County roadways, mass transit needs, and other infrastructure improvements along TH 65 to plan for future development along the corridor.

## ARTICLE III. DEFINITIONS

For purposes of this agreement the terms defined in this Article have the meanings given them.

- Section 1.     **“Administrative Representative”** means the person who is responsible for daily administration of the affairs of the coalition.
- Section 2.     **“Agreement”** means this Amended and Restated Agreement.
- Section 3.     **“Board”** means the Board of Directors created by Article VII.
- Section 4.     **“Representative”** means a representative or alternate representative appointed under Article V of this agreement.
- Section 5.     **“Governing body”** means the City Council of a city, the Town Board of a township and the County Board of a county.
- Section 6.     **“Governmental unit”** means a county, a home rule city, a statutory city, or a township.
- Section 7.     **“Member”** means a governmental unit that is a party to this agreement and is in compliance with and in good standing under this agreement and the bylaws.

Section 8. **“The North Trunk Highway 65 Corridor Coalition”** means the organization established by this agreement and is hereinafter referred to as the “Coalition.”

#### **ARTICLE IV.**

##### **MEMBERSHIP**

Section 1. Any governmental unit bordering or in close proximity to T.H. 65 north of the intersection of Highway 10, is eligible to be a member of the Coalition.

Section 2. A governmental unit desiring to be a member of the Coalition may apply to do so by delivering a resolution and or approved minutes of its governing body authorizing execution of this Agreement, along with an executed copy of this Agreement, to the Administrative Representative- of the Coalition The Coalition once formed, shall approve admission of members and may approve or disapprove the admission of any other government unit. Approval must be by a majority vote of the, Representatives present at a regular or special meeting, which approval may impose reasonable conditions on the admission of such members and establish procedures for the removal of a member for cause.

Section 4. The Board may recommend the creation of a Non-voting Membership category open to private persons or entities subject to limitations contained in Minnesota Statutes, 2004, Section 471.59, if any, with provisions for participation in discussion of governance-decisions as may be agreed to by the Members as expressed in the Bylaws. The creation of a Non-voting Membership category shall not become effective until approved by a majority of the Representatives present at a regular or special meeting of the Coalition.

#### **ARTICLE V.**

##### **MEMBERSHIP**

Section 1. The Coalition shall be governed by its Members through appointed representatives. Each member of the Coalition shall have one vote, which shall be made by its representative. A member shall have one (1) representative position and one (1) alternate representative.

- a) Unless otherwise specified by resolution of the governing body, the representative and alternate representative of a city member shall be an elected official. Each representative has one vote. The alternate representative may attend meetings and may vote in the absence of a representative.
- b) Unless otherwise specified by resolution of the governing town board, the representative and alternate representative of a township shall be a town board member. Each has one vote. The alternate may attend meetings and may vote in the absence of a representative.
- c) Unless otherwise specified by resolution of the governing county board, the representative of a county shall be a county board member. Each representative has one vote. The alternate representative may attend meetings and may vote in the absence of a representative.

Section 2. Representatives serve until their respective successors are appointed and qualified.

Section 3. A representative may be removed at any time, with or without cause, by resolution of the governing body making the appointment. The resolution removing the representative must be filed with the Administrative Representative.

Section 4. A vacancy of a representative is filled in the same manner that the appointment of a representative is made.

Section 5. A representative may not vote if the Board determines that the member represented by the representative is not in compliance with this agreement or if the representative has been removed from his/her representative position.

## ARTICLE VI.

### MEETINGS OF THE COALITION

Section 1. The Board must conduct an annual meeting of the Coalition at a date and place specified in its bylaws and/or notice for the purpose of electing Representatives to serve on the Board of Directors and to undertake such other business as may properly come before it. If the date and place specified in a notice is different than specified in the by-laws, the notice shall be sent to all Representatives at a minimum of 30 days prior to the annual meeting date. The Board may provide for a schedule of regular meetings

Section 2. Either Co-Chair may call a special meeting of the Coalition. The Administrative Representative shall call a special meeting of the Coalition upon written request of five (5) representatives . Notice of a special meeting must be sent to all Representatives no fewer than fifteen (15) days prior to the special meeting. Business at special meetings is limited to matters contained in the notice of the special meeting.

## **ARTICLE VII.**

### **BOARD OF DIRECTORS /OFFICERS/POWERS: COMMITTEES**

- Section 1. The Board of Directors of the Coalition shall consist of two Co-Chairs, , a Secretary, a Treasurer and one at large representative of the Coalition, each elected for a term of one year by the Representatives at the organizational meeting at the annual meeting. The Board may designate a representative to act as a Board member in the absence of any Board member. The Administrative Representative shall be an ex-officio non-voting member of the Board of Directors.
- Section 2. The Co-Chairs shall preside at meetings of the Board and Coalition and shall serve as spokespersons for the Coalition. A Co-Chair shall preside at meetings of the Board and Coalition and serve as needed in the absence of the other Co-Chair. The Secretary shall record the minutes of the meetings. The Treasurer shall sign vouchers or orders disbursing funds. The Administrative Representative is responsible for records of proceedings of the board and the Coalition, the funds and financial records of the Coalition, and such other matters as may be delegated by the board.
- Section 3. The Administrative Representative and the Treasurer must sign vouchers or orders disbursing funds of the North Highway 65 Corridor Coalition. Disbursement will be made in the method prescribed by law for statutory cities.
- Section 4. The Coalition may in its by-laws provide for and define the duties of such other officers as it determines necessary from time to time.
- Section 5. The Coalition may in its by-laws provide for such committees as it determines necessary from time to time.
- Section 6. Notwithstanding the provisions in Article VIII, the Board shall have the authority to enter into contracts and/or expend funds when the value of each such

contract or expenditure is less than \$5,000.00 and the expenditures are within the Coalition's approved budget.

- Section 7. Take action between meetings to further the goals of the organization, consistent with direction identified by the members.
- Section 8. To the extent that it is feasible, membership of the Board shall be geographically balanced.
- Section 9. The Board of Directors may establish dates and times for its regular meetings, which shall be sent to all Representatives. Either Co-Chair may call a special meeting of the Board on its own initiative, and shall call a special meeting upon written request of three or more members of the Board. Notice of a special meeting must be sent to all members of the Board of Directors and to all representatives no fewer than five (5) days prior to the special meeting. Business at special meetings is limited to matters contained in the notice of the special meeting.

## ARTICLE VIII. POWERS AND DUTIES

- Section 1. The Coalition may take such actions, as it deems necessary and convenient to accomplish the general purposes of this agreement. A member community shall retain the right to specifically approve proposed improvements in its community.
- Section 2. The Coalition may:
- a) Enter into contracts to carry out its powers and duties;
  - b) Purchase and hold personal property and accounts;
  - c) Contract for space, commodities or personal services with a member or group of members;
  - d) Accept gifts, apply for and use grants or loans of money or other property from the state, the United States of America, from other governmental and non-governmental units, and may enter into agreements in connection therewith, hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto;

- e) Within the jurisdictional areas of operation of the parties:
1. Collect and analyze data,
  2. Develop strategic recommendations, and
  3. Implement marketing programs for the purpose of economic development and retention of existing businesses.

Section 3. The North Highway 65 Corridor Coalition may purchase liability insurance to insure against liability of the organization and its constituent members.

Section 4. Forty percent (40%) of the membership present at a regular or special meeting of the Coalition shall constitute a quorum. An affirmative vote of a majority of the Representatives present shall be required for approval of any matter.

## ARTICLE IX. FINANCIAL MATTERS

Section 1. The fiscal year of the North Highway 65 Corridor Coalition is the calendar year.

Section 2. The Board shall adopt an annual budget for each year prior to August 1 of the preceding year except for the year 2016. For the year 2016, the budget shall be adopted by February 28, , 2016. The board will give an opportunity to each member to comment or object to the proposed budget before adoption. Notice of the adopted budget must be sent promptly thereafter to the chief administrative officer of each Coalition member. The budget for any year except 2016 is deemed approved by each member unless, prior to November 1st of the preceding year, a member gives written notice to the Administrative Representative that the member is withdrawing at the end of the year as provided in the Agreement.

Section 3. Operational costs shall be shared. Each member shall pay an annual fee as established by the adoption of a resolution by a majority of Representatives at a meeting or special meeting of the Coalition. Except for 2016, the Board shall allocate the dues among members and notify the members each year by December 1st. The Board may annually review the membership fee and make recommendations to the Coalition to adjust the fees. Changes to the fees shall not become effective until approved by the Coalition at a regular or special meeting called for that purpose, and the Governing Bodies of the members pursuant to the following procedure: When approved by the Coalition, a notice

of the change in fees shall be sent to the governing body of each member. The notice shall state that the governing body shall provide written notice of the approval/disapproval within 60 days of the notice. The notice shall further provide that the approval/disapproval of the fee change will be based upon an affirmative vote of the majority of the members timely responding to the notice.

Section 4. Membership dues for members joining the organization after the beginning of the budget year shall be assessed a fee comparable to similar current members and shall be included in the calculation outlined in Section 3 in subsequent years.

Section 5. Coalition membership dues are due and payable no later than January 31 of the fiscal year. In the event of a dispute as to the amount of a billing a member must nevertheless make payment as billed to preserve membership status. The member may make payment subject to its right to dispute the bill and exercise any remedies available to it. Failure to pay a billing within 60 days results in suspension of voting privileges of the member director. Failure to pay a billing within 120 days is grounds for termination of membership. Termination of membership for failure to pay a billing does not terminate the obligation of that member to pay the amount due.

#### **ARTICLE X. WITHDRAWAL**

Section 1. A member may withdraw from the Coalition no later than November 1 in any year. The notice shall be accompanied by a certified copy of a resolution adopted by the governing body of that member authorizing its withdrawal from membership. The withdrawal is effective at the end of the calendar year in which notice is given.

Section 2. The withdrawal or termination of a member does not affect that member's obligation to pay fees, charges or contractual charges incurred prior to withdrawal.

#### **ARTICLE XI. DISSOLUTION**

- Section 1. Dissolution is mandatory when the Administrative Representative has received certified copies of resolutions adopted by the governing bodies of two-thirds of the members of the Coalition in good standing requesting dissolution of the Coalition.
- Section 2. In the event of dissolution, the board must determine the measures necessary to affect the dissolution and must provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this agreement and law.
- Section 3. In the event of dissolution, following the payment of all outstanding obligations, assets of the Coalition will be distributed among the then existing members in direct proportion to their cumulative annual membership contributions. If those obligations exceed the assets of Coalition, the net deficit of the Coalition will be charged to and paid by the then existing members in direct proportion to the operational cost formula set forth in Article IX. Section 3 herein.

## **ARTICLE XII.**

### **EFFECTIVE DATE; DURATION**

- Section 1. After approval by the Coalition, the Administrative Representative shall send a copy of this Amended and Restated Agreement to the Governing Bodies of the members, along with a notice. The notice shall state that the governing body shall provide written notice of the approval/disapproval of the Amended and Restated Agreement to the Administrative Representative within 60 days of the notice. The notice shall further provide that the approval/disapproval of the Amended and Restated Agreement will be based upon a vote of the majority of the governing bodies timely responding to the notice. Approval or disapproval of the Amended and Restated Agreement may be in the form of a resolution or motion adopted by the governing body of the member.
- Section 2. This agreement shall remain in effect until such time as the Coalition shall agree to dissolve said agreement in accordance with Article XI of this Agreement.

## **ARTICLE XIII.**

### **ANNUAL REPORT**

The Coalition seeks the following outcomes and annually will measure success against stated goals to determine whether the Coalition should continue as a Joint Powers effort.

Section 1. Transportation and transit infrastructure improvements resulting in improved service, business growth and labor availability.

Section 2. Adoption of operating policies and framework so that goals and objectives of organization can be achieved.

#### **ARTICLE XIV. AMENDED AND RESTATED BYLAWS**

Upon approval of this Amended and Restated Agreement, the Board shall prepare Amended and Restated Bylaws consistent with this Agreement and other changes deemed necessary. Included in the Amended and Restated Bylaws shall be provisions for alternative methods of voting by electronic means consistent with applicable law. The Board shall then call a special meeting of the Coalition for the purpose of reviewing, amending and approving the amended and restated bylaws. The Amended and Restated bylaws shall become effective upon a majority vote of the Representatives present.

**- Remainder of page intentionally left blank -**

**IN WITNESS WHEREOF**, the undersigned governmental unit has caused this agreement to be executed by its duly authorized officers and delivered on its behalf.

\_\_\_\_\_  
**(name of governmental unit)**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

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

**RESOLUTION NO. 2015-69**

**RESOLUTION AUTHORIZING APPROVAL AND EXECUTION  
OF THE AMENDED AND RESTATED JOINT POWERS AGREEMENT  
FOR THE NORTH TRUNK HIGHWAY 65 COALITION**

**WHEREAS**, the City of East Bethel is a County, home rule city, statutory city, or township, which borders on or in close proximity to T.H. 65 north of the intersection of Highway 10 (“Governmental Unit”); and

**WHEREAS**, the City of East Bethel is a member of the North Trunk Highway 65 Coalition (“Coalition”); and

**WHEREAS**, at a Special Meeting called for that purpose, the Coalition recommended amending the original joint powers agreement creating the Coalition, as provided for in an Amended and Restated Joint Powers Agreement, a copy of which is on file at the office of the Governmental Unit; and

**WHEREAS**, changes to the original joint powers agreement requires approval of the governing bodies of the Coalition members; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT:** that the City Council hereby approves the Amended and Restated Joint Powers Agreement, and authorizes the execution of thereof and requests staff to forward a certified copy of this resolution and the signed agreement to the Administrative Representative of the Coalition.

Adopted this 16th day of December, 2015, by the City Council of the City of East Bethel.

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Steven R. Voss, Mayor

ATTEST:

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Jack Davis, City Administrator