

City of East Bethel
City Council Agenda
 Regular Council Meeting – 7:00 p.m.
 Date: August 3, 2016



	<u>Item</u>	
7:00 PM	1.0	Call to Order
7:00 PM	2.0	Pledge of Allegiance
7:01 PM	3.0	Adopt Agenda
7:02 PM	4.0	A. Presentations
p. 3-15		1. Public Works 2017 Budget
7:15 PM	5.0	Public Forum
7:20 PM	6.0	Consent Agenda
		<i>Any item on the consent agenda may be removed for consideration by request of any one Council Member and put on the regular agenda for discussion and consideration</i>
p. 18-21	A.	Approve Bills
p. 22-33	B.	Meeting Minutes, July 20, 2016 City Council Meeting
p. 34-36	C.	Resolution 2016-32 Accepting Work (2015 Street Overlays)
p. 37-80	D.	Resolution 2016-33 Accepting Work (Lincoln / Laurel)
p. 81	E.	Resolution 2016-34 Resolution Accepting Donation of Audio Equipment from Ben Geving
p. 82	F.	Approve 2016 Tobacco License - Above & Beyond Vapor
p. 83	G.	Resolution 2016-35 Declaration of Domestic Violence Awareness Month
p. 84	H.	Resolution 2016-36 Setting Special Meeting Date to Canvass General Election Results
		New Business
7:25 PM	7.0	Commission, Association and Task Force Reports
p. 85-103	A.	Planning Commission
	1.	July Planning Commission Report
	B.	Economic Development Authority
	C.	Park Commission
	D.	Road Commission
7:30 PM	8.0	Department Reports
	A.	Community Development
	B.	City Engineer
	C.	City Attorney
p. 104-113	1.	Resolution 2016-37 Approving and Authorizing Acquisition, and if Necessary, Condemnation of Easements for Street and Utility Improvements
	D.	Finance

- p. 114-115
 - p. 116-134
 - p. 135-144
 - p. 145
- E. Public Works
 - F. Fire Department
 - G. City Administrator
 - 1. Comprehensive Plan Consultant Selection
 - 2. Employment Agreement – City Administrator
 - 3. Minnesota Amateur Sports Commission Grant
 - 4. August 24, 2016 Work Meeting

7:50 PM

9.0

Other

- A. Staff Report
- B. Council Reports
- C. Other
- D. Closed session, Minn. Stat. § 13D.05, subs. 1(d), 2 (b).

8:30 PM

10.0

Adjourn



City of East Bethel City Council Meeting Agenda Information

Date:

August 3, 2016

Agenda Item Number:

Item 4.0 A

Agenda Item:

Public Works 2017 Budget Review

Requested Action:

Review and Discuss the 2017 Proposed Public Works Department Budget

Background Information:

The proposed 2017 Public Works Department Budget will be presented to City Council and Public Works Manager Nate Ayshford will be available for questions from Council

Attachments:

Attachment 1- Proposed 2017 Public Works Department Budget

Fiscal Impact:

The proposed 2017 Public Works Department Budget consists of the street and parks maintenance departments. The park maintenance budget is proposed to increase from \$409,700 in 2016 to \$425,000 for 2017 or 3.7%. This \$15,300 increase is mainly attributed to an increase in salaries and benefits as it includes a 2% increase for each department employee and a step increase for one eligible employee per the existing union contract. The street maintenance budget is proposed to increase from \$863,500 in 2016 to \$897,500 for 2017 or 3.9%. This \$34,000 increase is mainly attributed to an increase in salaries and benefits as it includes a 2% increase for each department employee per the union contract and \$4,100 for IT related expenses that were previously allocated to the Central Services category.

Recommendation(s):

Staff is seeking direction from City Council as to the 2017 Public Works Department Budget.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



2017 Budget

FUND: 101 – General Fund
DEPT/ACTIVITY/PROJECT: 43201 – Park Maintenance

DEPARTMENTAL PROFILE

Park Maintenance is responsible for the design, construction and maintenance of city parks, trails, pavilions, docks, picnic tables, restrooms, cemeteries etc., including: 17 ball fields, 3 soccer fields, 7 pavilions, 2 skateboard parks, 1 orienteering course, 3 cemeteries, bridges, 6 tennis courts, 14 playgrounds, 6 basketball courts, cross-country ski trails, and walking trails.

DEPARTMENTAL GOALS

Continue weekly summertime safety and maintenance inspections of playgrounds and shelter buildings to ensure high quality facilities; repair/upgrade park signage as necessary; maintain 250 acres of manicured turf areas with a normal mowing cycle of every five days; upgrade and re-chip trails and 14 playgrounds; maintain park amenities; maintain trees, shrubs, and plants.

EXPENDITURE DETAILS

STAFFING

4 - Maintenance Worker II
1 - Seasonal Maintenance Worker (summer)

101-Full-Time Employees Regular Salaries
\$217,400

Provides for a 2% COLA salary increase and a STEP salary increase for one eligible employee

102-FT- Overtime
\$1,100

25 hours of overtime to staff special events such as Booster Days, National Night Out and other emergency maintenance situations including snow and ice removal

103-PT-Wages and Salaries

\$6,200

1 seasonal employee for part time help during the summer months

201-Office Supplies

\$100

Pens, paper, pencils and other consumable office supplies

211-Cleaning Supplies

\$600

Cleaning agents, paper products, brooms, brushes, etc. to maintain park facilities

212-Motor Fuels

\$16,000

Diesel and gasoline for mowers, trucks and other maintenance equipment

213-Lubricants and Additives

\$500

Oil, grease and hydraulic fluid for park maintenance equipment

214-Clothing and Personal Equipment

\$2,000

12 months of uniform rental for maintenance employees and \$150 allowance per employee for safety boots

215-Shop Materials

\$400

Materials necessary to fabricate and/or repair park equipment

216 Chemicals/Chemical products

\$2,500

Includes fertilizer, weed control, etc.; the charges represent a savings of 50% versus contracting for the service

217-Safety Supplies

\$700

Safety vests, gloves, hearing protection, safety goggles and other safety equipment

218-Welding Supplies

\$100

Welding rods, gasses and other supplies incidental to welding

219-General Operating Supplies

\$1,200

Fencing, paint, building repair materials, playground equipment, picnic tables, waste cans and computer/printer replacement used by maintenance personnel

221-Motor Vehicles Parts

\$2,100

Repair parts and maintenance items for tractors, mowers, trucks, pumps, weed whips, etc.

222-Tires

\$1,000

Replacement tires for mowers, trucks and ball field grooming equipment

223-Repair Maintenance Buildings and Facilities

\$2,500

Paint, lumber, vandalism repair supplies, and maintenance parts for irrigation systems

225-Park and Landscape Supplies

\$7,000

Black dirt, sod, seed, Ag lime, mulch, lumber for bridges, walkways, class five for parking lots, and asphalt for trails and lots

226-Signs and stripping

\$1,500

New park signs and striping of lots and handicap zones

229-Equipment Parts

\$2,500

Parts installed in-house. Includes alternators, belts, batteries, blades and small engine appurtenances

231-Small tools and minor equipment

\$1,500

Saws, shovels, hand tools, bobcat attachments, etc. for trails and parks maintenance.

306-Personnel/Labor Relations

\$300

Drug compliance testing for all CDL license holders

307-Professional Services Fees

\$600

Fee for taking Park Commission meeting minutes

321-Telephone

\$1,300

VOIP – land line phone system and cell phones for Park Maintenance workers

341-Advertising-Personnel

\$200

Advertising costs for vacancies created through attrition, resignation and staffing addition

342-Advertising-Legal Notices

\$100

Notices for public hearings for park grants or designations

381-Electric

\$5,000

Electric service for various parks throughout the City at pavilions and park shelters including the warming building at John Anderson Park

384-Sewer

\$300

Pumping of septic systems at Booster East and Booster West Parks and John Anderson Park

385-Refuse Removal

\$1,000

Contracted refuse removal services at all City parks and tree removal in City Parks

387-Heating Fuels/Propane

\$300

Propane for thawing graves for winter opening

401-Motor Vehicles (Licensed)

\$2,000

Repair and maintenance service from outside vendors when in-house technicians/mechanics are unable to make the repairs

402-Equipment Services (Non-licensed)

\$2,500

Repair and maintenance service from outside vendors when in-house technicians/mechanics are unable to make the repairs

403-Buldings and Facilities

\$3,500

Repair and maintenance services for park buildings and facilities, e.g., significant electrical work, well and septic systems, etc., when City staff are unable to make the necessary repairs

405-Park and Landscape Services

\$1,500

Landscape services that are more efficiently done by outside vendors; cemetery items, head stone maintenance, replacement, surveys and upkeep

415-Other Equipment Rentals

\$9,000

Rental of portable toilets in parks including special events such as Booster Day and National Night Out and special equipment items as needed - 7 months rental at \$1,005/month + \$965 for special events + 2 year-round locations.

422-Auto/Misc Licensing Fees/Taxes

\$1,000

Tax exempt licensure for City owned vehicles. Annual assessment from Coon Lake Improvement District of City owned property adjacent to the lake.

431-Vehicle Replacement Charges

\$16,700

Park contribution to Equipment Replacement Fund for future acquisition of equipment and rolling stock

434-Confernces/Meetings/Training

\$400

Funding for required classes to keep certifications current and continuing education conferences

**City of East Bethel
2017 Proposed Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 6/1/16	FY 2016 Budget	FY 2017 Proposed Budget
Public Works - Park Maintenance						
	E 101-43201-101 Full-Time Employees Regular	197,040.51	190,780.17	76,166.80	211,600.00	217,400.00
	E 101-43201-102 Full-Time Employees Overtime	2,640.23	937.64	145.05	1,000.00	1,100.00
	E 101-43201-103 Part-Time Employees	5,999.00	4,098.75	-	6,100.00	6,200.00
	E 101-43201-104 Part-Time Employees Overtime	-	74.46	-	-	-
	E 101-43201-105 Employee On Call/Standby Pay	-	6,963.27	2,198.85	3,200.00	7,100.00
	E 101-43201-107 Commissions and Boards	740.00	740.00	-	1,700.00	1,700.00
	E 101-43201-122 PERA-Coordinated Plan	14,193.25	14,636.90	5,888.31	15,900.00	16,300.00
	E 101-43201-125 FICA/Medicare	18,987.26	18,748.86	7,473.31	21,000.00	22,000.00
	E 101-43201-126 Deferred Compensation	5,932.81	6,154.34	2,355.36	6,300.00	8,000.00
	E 101-43201-131 Cafeteria Contribution	43,388.44	44,016.00	19,000.00	45,600.00	48,000.00
	E 101-43201-151 Worker s Comp Insurance Prem	8,365.78	9,278.61	8,938.04	9,300.00	9,300.00
	E 101-43201-201 Office Supplies	-	110.65	32.04	100.00	100.00
	E 101-43201-211 Cleaning Supplies	365.06	138.73	615.57	500.00	600.00
	E 101-43201-212 Motor Fuels	19,980.07	11,901.92	3,369.72	18,000.00	16,000.00
	E 101-43201-213 Lubricants and Additives	119.29	268.93	143.13	500.00	500.00
	E 101-43201-214 Clothing & Personal Equipment	1,361.05	1,415.35	361.00	2,000.00	2,000.00
	E 101-43201-215 Shop Supplies	9.66	109.87	336.04	400.00	400.00
	E 101-43201-216 Chemicals and Chem Products	844.54	4,151.98	-	2,000.00	2,500.00
	E 101-43201-217 Safety Supplies	254.40	149.96	(16.80)	700.00	700.00
	E 101-43201-218 Welding Supplies	-	-	-	100.00	100.00
	E 101-43201-219 General Operating Supplies	1,651.39	1,345.58	201.75	1,200.00	1,200.00
	E 101-43201-221 Motor Vehicles Parts	2,822.24	474.05	86.94	2,100.00	2,100.00
	E 101-43201-222 Tires	627.06	1,163.74	168.00	1,000.00	1,000.00
	E 101-43201-223 Bldg/Facility Repair Supplies	1,901.61	11,808.23	978.60	2,500.00	2,500.00
	E 101-43201-225 Park/Landscaping Materials	2,084.73	5,112.74	2,710.81	7,000.00	7,000.00
	E 101-43201-226 Sign/Striping Repair Materials	-	109.18	-	1,500.00	1,500.00
	E 101-43201-229 Equipment Parts	2,887.35	4,846.53	1,845.59	2,000.00	2,500.00
	E 101-43201-231 Small Tools and Minor Equip	1,389.43	5,104.97	656.85	1,500.00	1,500.00
	E 101-43201-306 Personnel/Labor Relations	419.33	310.20	268.80	300.00	300.00
	E 101-43201-307 Professional Services Fees	529.00	232.00	400.00	600.00	600.00
	E 101-43201-321 Telephone	1,410.69	1,348.16	294.05	1,500.00	1,300.00
	E 101-43201-341 Personnel Advertising	108.00	264.00	144.00	200.00	200.00
	E 101-43201-342 Legal Notices	-	-	-	100.00	100.00
	E 101-43201-381 Electric Utilities	3,981.41	3,984.05	1,028.80	5,000.00	5,000.00
	E 101-43201-384 Sewer Utilities	-	-	-	300.00	300.00
	E 101-43201-385 Refuse Removal	76.59	241.50	-	1,000.00	1,000.00
	E 101-43201-387 Heating Fuels/Propane	180.32	18.99	-	300.00	300.00
	E 101-43201-401 Motor Vehicle Services (Lic d)	190.50	1,415.59	2,378.16	2,000.00	2,000.00
	E 101-43201-402 Repairs/Maint Machinery/Equip	275.10	3,823.54	1,264.55	2,500.00	2,500.00
	E 101-43201-403 Bldgs/Facilities Repair/Maint	786.50	2,351.17	3,009.28	3,500.00	3,500.00
	E 101-43201-405 Park & Landscape Services	323.00	323.00	-	1,500.00	1,500.00
	E 101-43201-415 Other Equipment Rentals	9,368.92	9,092.36	2,065.14	8,000.00	9,000.00
	E 101-43201-422 Auto/Misc Licensing Fees/Taxes	860.99	205.53	528.35	1,000.00	1,000.00
	E 101-43201-431 Equipment Replacement Chgs	16,700.00	16,700.00	16,700.00	16,700.00	16,700.00
	E 101-43201-434 Conferences/Meetings	345.00	-	245.00	400.00	400.00
		369,140.51	384,951.50	161,981.09	409,700.00	425,000.00



2017 Budget

FUND: 101 – General Fund
DEPT/ACTIVITY/PROJECT: 43220 – Street Maintenance

DEPARTMENTAL PROFILE

The department is responsible for maintenance of the City’s streets, roadways, storm sewer system, and right-of-ways.

DEPARTMENTAL GOALS

Snow removal from City streets within 24 hours of a 2” snow event; brush cutting and road side ditch mowing such that clear site distances of 100 feet are maintained; annual review of all streets to assess condition; sweep all streets annually; patch and crack seal streets in accordance with road maintenance plan; maintain gravel roads for proper drainage and drivability; maintain storm sewer system in accordance with NPDES plan.

EXPENDITURE DETAILS

STAFFING

1 - Public Works Manager
4 - Maintenance Workers II
1 - Seasonal Maintenance Worker (summer)

101-Full-Time Employees Regular Salaries
\$321,500
Provides for a 2% COLA salary increase

102 FT-Overtime
\$10,700
Thirty five hours per person for snow plowing

103-PT-Wages and Salaries
\$6,200
1 seasonal employee for part time help during the summer months

201 Office Supplies
\$100
Paper, pens, ink for copier and printer

211-Cleaning Supplies

\$800

Maintenance facility bathroom and break room supplies, supplies for cleaning maintenance shop and vehicles.

212-Motor Fuels

\$33,000

Gasoline and diesel fuel for maintenance equipment

213-Lubricants

\$3,200

Oil, grease and hydraulic fluid for maintenance equipment

214-Clothing and Personal Equipment

\$3,000

Uniforms for maintenance employees, \$150 safety boot allowance per employee

215-Shop Supplies

\$1,200

Tape, grinding wheels, mechanic wire, paints, polishes, zip ties, nuts and bolts, electrical wire and connectors

216-Chemicals and Chemical Products

\$200

Solvents, degreasers, floor dry, oil spill absorbers, etc.

217-Safety Supplies

\$1,800

Safety vests/shirts, ear protection devices, safety glasses and goggles, gloves, chaps, caution tape, warning cones and barricades

218-Welding Supplies

\$1,000

Gases, rods, flat steel and cold rolled stock needed to make repairs and fabricate replacement items on maintenance equipment

219-General Operating Supplies

\$500

Lumber, plastic tarps, erosion control devices, lath for staking, string line, straps

221-Motor Vehicle Parts

\$7,200

Repair parts and service items installed by maintenance employees, including alternators, belts, hoses, starters, lights, mufflers, filters, etc.

222-Tires

\$4,500

Replacement tires for maintenance equipment; on average, an F-550 requires 6 tires replaced on a three year basis with an average cost of \$225 per tire and total cost of \$1,350. A single axle

dump truck requires 6 truck tires @ \$300 each to be replaced on each truck every 4 years or an annual cost of \$1,800. Replace two tractor tires @ \$600 ea. and 4 tires on a F-150 for a total cost of \$600.

223-Bldg/Facility Repair Supplies

\$500

Materials for repair to shop building and property

224-Street Maintenance Supplies

\$73,500

600 tons of salt -- \$45,000; asphalt patching material at \$11,200; culverts at \$5,000; black dirt for shoulder restoration at \$3,000 and boulevard maintenance materials at \$600; 600 tons of sand--\$7,200; 120 tons of Class V—\$1,500

226-Signs and Striping Supplies

\$7,000

Replacement/upgrade of street signs and lane striping on MSA routes

229- Equipment Parts

\$14,000

Equipment parts purchased and installed by maintenance employees on non-licensed equipment, including alternators, belts, hoses, starters, lights, mufflers, etc.

230-Snowplow Cutting Edges

\$10,000

Replacement cutting edges for five snowplows. Includes front plow, wing, and underbody at a cost of \$2,000 per truck. An average winter will require one replacement per truck

231-Small Tools and Minor Equipment

\$2,600

Hand tools (wrenches, pliers, screwdrivers, etc.), saws, drills, grinders, shovels, lutes, and compressors

306-Personnel and Labor Relations

\$400

Drug testing for CDL enforcement

307- Professional Service Fees

\$4,000

Roads minutes, animal control trappers and GIS development - \$800

SafeAssure Safety Consultant - \$3,200

SafeAssure provides annual OSHA required training

309 - Information Systems

\$4,100

Metro-Inet support services – IT support, exchange email/calendar, wireless/wired network support and data center network

321- Telephone

\$2,500

Cellular phones, land lines for maintenance facility, radio and radio repair services

341-Personnel Advertising

\$100

General advertising for positions that may open due to attrition or resignation

342- Legal Notices

\$100

Publishing overlay and Class-5 bid requests

381-Utility Services-Electric

\$20,000

Electric service for maintenance facilities, street lights and signals; projected budgeted amount is in line with historical electrical utility bills

382-Utility Service-Gas

\$7,000

Gas service for maintenance facilities

385-Utility Services-Refuse Removal

\$3,200

Refuse removal at maintenance facility and tree removal in R.O.W.

388-Utility Services-Hazardous Waste Disposal

\$500

Cleanup and disposal of hazardous waste such as meth lab debris, tires and batteries

401-Motor Vehicle Services (Licensed)

\$8,200

Contractual repairs on City owned equipment that cannot be performed in-house

402-Equipment Services (Non-licensed)

\$6,400

Contractual repairs on City owned equipment that cannot be performed in-house

403-Buldings and Facilities

\$4,000

Air filters, door sweeps, lights, rugs, hand towels, doors, HVAC, etc.

404-Street Maintenance Services

\$52,000

Provides \$17,000 for crack filling and \$35,000 for Class V material

422-Auto License Fees

\$100

Tax exempt licensure required for City owned maintenance vehicles

431- Vehicle Replacement Charges

\$125,000

Funding for Street Maintenance major equipment purchases through the Equipment Replacement Fund

433-Dues and Subscriptions

\$100

Membership dues for the State contract service; permits the City to more economically purchase off of State contracts that are specified and bid by the State

434-Conferences/Meetings/Training

\$400

Funding for required classes to keep certifications current and continuing education conferences

**City of East Bethel
2017 Proposed Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 6/1/16	FY 2016 Budget	FY 2017 Proposed Budget
Public Works - Streets						
	E 101-43220-101 Full-Time Employees Regular	252,705.10	274,148.00	111,288.12	306,300.00	321,500.00
	E 101-43220-102 Full-Time Employees Overtime	16,997.48	3,695.88	560.31	10,500.00	10,700.00
	E 101-43220-103 Part-Time Employees	3,961.00	3,978.75	-	6,100.00	6,200.00
	E 101-43220-105 Employee On Call/Standby Pay	-	9,170.98	3,263.78	3,200.00	9,200.00
	E 101-43220-107 Commissions and Boards	840.00	860.00	20.00	1,700.00	1,700.00
	E 101-43220-122 PERA-Coordinated Plan	19,531.71	21,040.79	8,633.42	23,000.00	24,100.00
	E 101-43220-125 FICA/Medicare	22,642.52	23,344.41	9,497.78	29,900.00	31,900.00
	E 101-43220-126 Deferred Compensation	7,541.98	7,844.44	3,190.05	8,400.00	10,000.00
	E 101-43220-131 Cafeteria Contribution	48,706.76	49,518.00	23,750.00	57,000.00	60,000.00
	E 101-43220-151 Worker s Comp Insurance Prem	17,989.66	19,871.74	17,718.57	20,000.00	20,000.00
	E 101-43220-201 Office Supplies	191.16	97.87	118.69	100.00	100.00
	E 101-43220-211 Cleaning Supplies	757.07	1,814.36	452.47	400.00	800.00
	E 101-43220-212 Motor Fuels	35,581.92	20,509.72	5,755.95	36,000.00	33,000.00
	E 101-43220-213 Lubricants and Additives	3,648.27	3,161.23	770.22	3,200.00	3,200.00
	E 101-43220-214 Clothing & Personal Equipment	2,694.74	1,399.21	420.67	3,000.00	3,000.00
	E 101-43220-215 Shop Supplies	948.83	1,319.36	454.78	1,200.00	1,200.00
	E 101-43220-216 Chemicals and Chem Products	624.02	-	332.80	200.00	200.00
	E 101-43220-217 Safety Supplies	992.50	1,808.70	335.24	1,800.00	1,800.00
	E 101-43220-218 Welding Supplies	975.88	557.91	438.89	1,000.00	1,000.00
	E 101-43220-219 General Operating Supplies	487.85	739.78	285.03	500.00	500.00
	E 101-43220-221 Motor Vehicles Parts	9,472.41	5,922.68	2,089.13	7,200.00	7,200.00
	E 101-43220-222 Tires	3,047.67	4,416.22	244.42	4,500.00	4,500.00
	E 101-43220-223 Bldg/Facility Repair Supplies	1,197.29	1,324.76	536.42	500.00	500.00
	E 101-43220-224 Street Maint Materials	62,966.78	41,539.21	33,235.61	73,500.00	73,500.00
	E 101-43220-226 Sign/Striping Repair Materials	4,036.12	3,789.65	640.28	7,000.00	7,000.00
	E 101-43220-229 Equipment Parts	17,928.26	9,941.18	3,095.87	14,000.00	14,000.00
	E 101-43220-230 Snowplow Cutting Edges	-	9,685.77	800.00	10,000.00	10,000.00
	E 101-43220-231 Small Tools and Minor Equip	2,603.24	5,424.44	5,385.45	2,600.00	2,600.00
	E 101-43220-306 Personnel/Labor Relations	138.67	299.65	241.00	400.00	400.00
	E 101-43220-307 Professional Services Fees	1,529.00	519.20	552.20	600.00	4,000.00
	E 101-43220-309 Information Systems	-	-	-	-	4,100.00
	E 101-43220-321 Telephone	3,330.51	2,782.20	1,067.31	3,000.00	2,500.00
	E 101-43220-341 Personnel Advertising	-	64.50	-	100.00	100.00
	E 101-43220-342 Legal Notices	61.50	-	64.50	100.00	100.00
	E 101-43220-381 Electric Utilities	18,699.68	17,214.80	7,007.90	20,000.00	20,000.00
	E 101-43220-382 Gas Utilities	8,248.87	4,480.31	2,263.17	7,000.00	7,000.00
	E 101-43220-385 Refuse Removal	2,673.58	6,374.27	791.25	3,200.00	3,200.00
	E 101-43220-388 Hazardous Waste Disposal	-	-	-	500.00	500.00
	E 101-43220-401 Motor Vehicle Services (Lic d)	13,123.09	21,665.01	3,481.79	8,200.00	8,200.00
	E 101-43220-402 Repairs/Maint Machinery/Equip	21,496.52	4,999.15	8,247.46	6,400.00	6,400.00
	E 101-43220-403 Bldgs/Facilities Repair/Maint	8,599.78	2,229.10	2,574.42	4,000.00	4,000.00
	E 101-43220-404 Street Maint Services	35,070.90	39,302.17	-	52,000.00	52,000.00
	E 101-43220-415 Other Equipment Rentals	-	765.00	-	-	-
	E 101-43220-422 Auto/Misc Licensing Fees/Taxes	327.00	226.30	392.40	100.00	100.00
	E 101-43220-431 Equipment Replacement Chgs	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00
	E 101-43220-433 Dues and Subscriptions	-	-	-	100.00	100.00
	E 101-43220-434 Conferences/Meetings	360.00	538.00	200.00	-	400.00
		777,729.32	753,384.70	385,197.35	863,500.00	897,500.00



City of East Bethel City Council Meeting Agenda Information

Date:

August 3, 2016

Agenda Item Number:

Item 6.0 A-H

Agenda Item:

Consent Agenda

Requested Action:

Consider approval of the Consent Agenda

Background Information:

Item A

Approve Bills

Item B

July 20, 2016 City Council Meeting Minutes

Meeting minutes from the July 20, 2016 City Council Meeting are attached for your review.

Item C

Resolution 2016-32 Accepting Work – 2015 Street Overlay Projects

The Contractor has completed all construction and punchlist items for the 2015 Street Overlay Projects and has submitted all the required documentation to consider this project for final payment. We recommend final payment of \$8,869.83. A copy of the final payment form is attached. A summary of the recommended payment is as follows:

Final Contract Amount	\$ 212,621.14
Less Previous Payments	<u>\$ 203,751.31</u>
Total Payment	\$ 8,869.83

Payment for this project will be financed from the Street Capital Fund. Funds are available and appropriate for this project.

Item D

Resolution 2016-33 Accepting Work – Lincoln, Laurel, 185th Ave Project

The Contractor has completed all construction and punchlist items for the 185th Avenue, Laurel Road and Lincoln Drive Street Reconstruction Project and has submitted all the required documentation to consider this project for final payment. We recommend final payment of \$40,660.53. A copy of the final payment form is attached. This project is funded 100 percent by State Aid Funds. A summary of the recommended payment is as follows:

Final Contract Amount	\$ 1,026,575.07
Less Previous Payments	\$ 985,914.54
Total Payment	\$ 40,660.53

Item E

Resolution 2016-34 Accepting Donation of Audio Equipment from Ben Geving

Ben Geving donated two Electro-Voice speakers, two Electro-Voice wireless microphones, mixing board and all the necessary stands and wires to the City of East Bethel to provide a better Booster Day experience for parade attendees. Mr. Geving has previously donated additional audio equipment for use in the East Bethel Ice Arena. Staff recommends adoption of Resolution 2016-34, accepting and expressing appreciation for the donation of the audio equipment.

Item F

Approve 2016 Tobacco License – Above & Beyond Vapor

Owner, Natalie Haan, has applied for a cigarette license for Above & Beyond Vapor. All forms have been completed and fees have been paid. A background check has been completed. Staff is recommending approval of the new cigarette license for Above & Beyond Vapor, 18447 Highway 65 NE, Suite C, East Bethel, MN 55011.

Item G

Resolution 2016-35, Proclaiming October Domestic Violence Awareness Month

At the request of Alexandra House, Resolution 2016-35 Proclaims October 2016 as Domestic Violence Awareness Month. The City provides a financial contribution to the Alexandra House and is very supportive of the services they provide. Staff recommends adoption of Resolution 2016-35 Proclaiming October as Domestic Awareness Month.

Item H

Resolution 2016-36 Setting Special Meeting Date to Canvass General Election Results

The City Council, in its role as the Election Canvassing Board, is required to canvass the results of the general election between the 3rd and 10th day following general election per Minn. Stat. §204C.33, subd. 1; §205.185, subd. 3.

Staff is recommending the adoption of Resolution 2016-36, setting a Special Meeting date for Wednesday, November 16, 2016 at 6:45 PM to canvass the General Election results. The general election is November 8, 2016.



City of East Bethel
August 3, 2016
Payment Summary

Payments for Council Approval	
Bills to be approved for payment	\$58,253.14
Electronic Payroll Payments	\$27,191.76
Payroll - City Staff, July 28, 2016	\$34,783.29
Total to be Approved for Payment	\$120,228.19

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
	SAC Remittance	07 2016	Metropolitan Council	602		\$3,153.15
Arena Operations	Electric Utilities	072116	Connexus Energy	615	49851	\$611.79
Arena Operations	Gas Utilities	509388326	Xcel Energy	615	49851	\$72.58
Arena Operations	Telephone	332373310-176	Sprint Nextel Communications	615	49851	\$24.30
Building Inspection	Professional Services Fees	1055967	STS Staffing	101	42410	\$306.45
Building Inspection	Professional Services Fees	1066989	STS Staffing	101	42410	\$326.88
Building Inspection	Professional Services Fees	1069386	STS Staffing	101	42410	\$326.88
Central Services/Supplies	Information Systems	221684	City of Roseville	101	48150	\$2,827.67
Central Services/Supplies	Office Equipment Rental	309043834	US Bank Equipment Finance	101	48150	\$269.50
Central Services/Supplies	Office Supplies	IN1258729	Innovative Office Solutions	101	48150	\$3.08
Central Services/Supplies	Office Supplies	IN1260303	Innovative Office Solutions	101	48150	\$123.09
Central Services/Supplies	Printing and Duplicating	15370	Catalyst Graphics, Inc.	101	48150	\$544.22
Central Services/Supplies	Small Tools and Minor Equip	IN1258729	Innovative Office Solutions	101	48150	\$41.86
Central Services/Supplies	Telephone	221734	City of Roseville	101	48150	\$249.73
Central Services/Supplies	Telephone	332373310-176	Sprint Nextel Communications	101	48150	\$86.88
City Administration	Professional Services Fees	M22248	TimeSaver Off Site Secretarial	101	41320	\$271.00
City Administration	Travel Expenses	072816	Jack Davis	101	41320	\$176.04
City Administration	Travel Expenses	072716	Mike Jeziorski	101	41320	\$14.82
Civic Events	Professional Services Fees	DB 2205375	Swank Motion Pictures, Inc.	227	45311	\$425.00
Finance	Conferences/Meetings	6463337	Northstar Chapter - APA	101	41520	\$25.00
Fire Department	Clothing & Personal Equipment	183876	Aspen Mills, Inc.	101	42210	\$212.55
Fire Department	Clothing & Personal Equipment	183877	Aspen Mills, Inc.	101	42210	\$142.60
Fire Department	Clothing & Personal Equipment	2009625	D.E. Williams Shields	101	42210	\$540.10
Fire Department	Clothing & Personal Equipment	6686	Emergency Response Solutions	101	42210	\$267.86
Fire Department	Clothing & Personal Equipment	6736	Emergency Response Solutions	101	42210	\$3,640.40
Fire Department	Clothing & Personal Equipment	6745	Emergency Response Solutions	101	42210	\$1,011.08
Fire Department	Clothing & Personal Equipment	6787	Emergency Response Solutions	101	42210	\$1,251.68
Fire Department	Clothing & Personal Equipment	6798	Emergency Response Solutions	101	42210	\$707.35
Fire Department	Clothing & Personal Equipment	6819	Emergency Response Solutions	101	42210	\$72.59
Fire Department	Clothing & Personal Equipment	6828	Emergency Response Solutions	101	42210	\$171.00
Fire Department	Conferences/Meetings	1868	F.I.R.E.	101	42210	\$800.00
Fire Department	Conferences/Meetings	1926	F.I.R.E.	101	42210	\$400.00
Fire Department	Electric Utilities	072116	Connexus Energy	101	42210	\$132.76
Fire Department	Electric Utilities	072116	Connexus Energy	101	42210	\$9.94
Fire Department	Electric Utilities	072116	Connexus Energy	101	42210	\$572.86
Fire Department	Electric Utilities	072116	Connexus Energy	101	42210	\$29.89
Fire Department	Equipment Parts	589638	Ham Lake Hardware	101	42210	\$53.15



City of East Bethel
August 3, 2016
Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Fire Department	Gas Utilities	509388326	Xcel Energy	101	42210	\$73.33
Fire Department	General Operating Supplies	28548	Menards - Forest Lake	101	42210	\$119.20
Fire Department	Other Equipment Rentals	104792	Jimmy's Johnnys, Inc.	101	42210	\$560.00
Fire Department	Repairs/Maint Machinery/Equip	5629	Kirvida Fire, Inc.	101	42210	\$419.98
Fire Department	Telephone	070116	CenturyLink	101	42210	\$64.05
Fire Department	Telephone	221734	City of Roseville	101	42210	\$46.84
Fire Department	Telephone	332373310-176	Sprint Nextel Communications	101	42210	\$7.20
General Govt Buildings/Plant	Electric Utilities	072116	Connexus Energy	101	41940	\$1,168.31
General Govt Buildings/Plant	Electric Utilities	072116	Connexus Energy	101	41940	\$15.14
General Govt Buildings/Plant	Electric Utilities	072116	Connexus Energy	101	41940	\$158.30
General Govt Buildings/Plant	Gas Utilities	509388326	Xcel Energy	101	41940	\$39.49
Legal	Legal Fees	2034	Eckberg, Lammers, P.C.	101	41610	\$2,290.90
Park Maintenance	Bldg/Facility Repair Supplies	589400	Ham Lake Hardware	101	43201	\$0.75
Park Maintenance	Bldg/Facility Repair Supplies	589608	Ham Lake Hardware	101	43201	\$18.48
Park Maintenance	Bldg/Facility Repair Supplies	590361	Ham Lake Hardware	101	43201	\$34.48
Park Maintenance	Bldg/Facility Repair Supplies	28548	Menards - Forest Lake	101	43201	\$39.39
Park Maintenance	Clothing & Personal Equipment	1182791191	G&K Services - St. Paul	101	43201	\$18.21
Park Maintenance	Clothing & Personal Equipment	1182802512	G&K Services - St. Paul	101	43201	\$18.21
Park Maintenance	Electric Utilities	072116	Connexus Energy	101	43201	\$31.98
Park Maintenance	Electric Utilities	072116	Connexus Energy	101	43201	\$33.43
Park Maintenance	Electric Utilities	072116	Connexus Energy	101	43201	\$90.10
Park Maintenance	Electric Utilities	072116	Connexus Energy	101	43201	\$112.63
Park Maintenance	Electric Utilities	072116	Connexus Energy	101	43201	\$24.09
Park Maintenance	Electric Utilities	072116	Connexus Energy	101	43201	\$214.98
Park Maintenance	Electric Utilities	072116	Connexus Energy	101	43201	\$33.67
Park Maintenance	Equipment Parts	115856-IN	Minnesota Wannier Company	101	43201	\$102.19
Park Maintenance	Equipment Parts	PC200151648	Ziegler Inc.	101	43201	\$57.68
Park Maintenance	General Operating Supplies	28551	Menards - Forest Lake	101	43201	\$14.99
Park Maintenance	Other Equipment Rentals	104792	Jimmy's Johnnys, Inc.	101	43201	\$800.00
Park Maintenance	Park/Landscaping Materials	28659	Menards - Forest Lake	101	43201	\$97.59
Park Maintenance	Small Tools and Minor Equip	P50283	MN Equipment	101	43201	\$290.46
Park Maintenance	Telephone	221734	City of Roseville	101	43201	\$46.82
Park Maintenance	Tires	1-63927	Steve's Tire Inc.	101	43201	\$29.00
Park Maintenance	Tires	1-68583	Steve's Tire Inc.	101	43201	\$148.00
Payroll	Insurance Premiums	08 2016	Dearborn National Life Ins Co.	101		\$1,294.63
Payroll	Insurance Premiums	08 2016	NCPERS Minnesota	101		\$144.00
Payroll	Union Dues	07 2016	MN Public Employees Assn	101		\$429.00
Planning and Zoning	Escrow Reimbursement	21758	Casper's Excavating, Inc.	101		\$12,000.00
Planning and Zoning	Escrow Reimbursement	072016	Nicholas Baumann	101		\$3,000.00
Planning and Zoning	Legal Notices	378363	ECM Publishers, Inc.	101	41910	\$43.00
Planning and Zoning	Legal Notices	378364	ECM Publishers, Inc.	101	41910	\$53.75
Recycling Operations	Electric Utilities	072116	Connexus Energy	226	43235	\$114.26
Recycling Operations	Gas Utilities	509388326	Xcel Energy	226	43235	\$25.00
Recycling Operations	Printing and Duplicating	15370	Catalyst Graphics, Inc.	226	43235	\$100.78
Recycling Operations	Professional Services Fees	08 2016	Cedar East Bethel Lions	226	43235	\$1,200.00
Recycling Operations	Professional Services Fees	08 2016	Cedar East Bethel Lions	226	43235	\$416.96



City of East Bethel
August 3, 2016
Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Recycling Operations	Professional Services Fees	071816	Girl Scouts River Valleys	226	43235	\$104.00
Recycling Operations	Professional Services Fees	071816	GSTE 2017	226	43235	\$64.00
Recycling Operations	Refuse Removal	06 2016	Freimuth Enterprises LLC	226	43235	\$1,644.00
Sewer Operations	Bldgs/Facilities Repair/Maint	4918	North Star Pump Service	602	49451	\$2,742.00
Sewer Operations	Electric Utilities	072116	Connexus Energy	602	49451	\$142.52
Sewer Operations	Electric Utilities	072116	Connexus Energy	602	49451	\$35.71
Sewer Operations	Electric Utilities	072116	Connexus Energy	602	49451	\$50.87
Street Maintenance	Bldgs/Facilities Repair/Maint	1182791191	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Bldgs/Facilities Repair/Maint	1182802512	G&K Services - St. Paul	101	43220	\$9.17
Street Maintenance	Clothing & Personal Equipment	1182791191	G&K Services - St. Paul	101	43220	\$18.32
Street Maintenance	Clothing & Personal Equipment	1182802512	G&K Services - St. Paul	101	43220	\$45.32
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$531.04
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$122.48
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$158.26
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$125.80
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$16.54
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$174.77
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$82.54
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$350.75
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	072116	Connexus Energy	101	43220	\$5.00
Street Maintenance	Equipment Parts	PC200151191	Ziegler Inc.	101	43220	\$13.62
Street Maintenance	Gas Utilities	509388326	Xcel Energy	101	43220	\$20.00
Street Maintenance	General Operating Supplies	322402	Winnick Supply	101	43220	\$97.04
Street Maintenance	Lubricants and Additives	284591	S & S Industrial Supply	101	43220	\$15.69
Street Maintenance	Motor Vehicle Services (Lic d)	1461	Central Truck Service, Inc	101	43220	\$505.26
Street Maintenance	Motor Vehicle Services (Lic d)	1471	Central Truck Service, Inc	101	43220	\$138.50
Street Maintenance	Motor Vehicle Services (Lic d)	IEB-0712-26145	North Metro Auto Glass	101	43220	\$326.70
Street Maintenance	Office Supplies	IN1258729	Innovative Office Solutions	101	43220	\$32.71
Street Maintenance	Professional Services Fees	071816	Gail E. Gessner	101	43220	\$100.00
Street Maintenance	Professional Services Fees	6040322	Gopher State One-Call	101	43220	\$47.85
Street Maintenance	Small Tools and Minor Equip	MNHAM49236	Fastenal Company	101	43220	\$29.81
Street Maintenance	Small Tools and Minor Equip	118681	Metro Products, Inc.	101	43220	\$86.59
Street Maintenance	Street Maint Materials	177308	Royal Concrete Pipe, Inc.	101	43220	\$345.00



City of East Bethel
August 3, 2016
Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Street Maintenance	Street Maint Materials	BL0000004760	TrueNorth Steel	101	43220	\$907.20
Street Maintenance	Street Maint Materials	BL0000005173	TrueNorth Steel	101	43220	\$907.20
Street Maintenance	Telephone	221734	City of Roseville	101	43220	\$46.82
Street Maintenance	Telephone	332373310-176	Sprint Nextel Communications	101	43220	\$71.36
Tax Increment District No. 1-1	Professional Services Fees	70804	Ehlers	435	43500	\$322.50
Water Utility Operations	Electric Utilities	072116	Connexus Energy	601	49401	\$216.83
Water Utility Operations	Electric Utilities	072116	Connexus Energy	601	49401	\$101.53
Water Utility Operations	Electric Utilities	072116	Connexus Energy	601	49401	\$924.73
Water Utility Operations	Gas Utilities	071816	CenterPoint Energy	601	49401	\$34.17
Water Utility Operations	Gas Utilities	071816	CenterPoint Energy	601	49401	\$15.85
Water Utility Operations	Reimbursement	071916	BDM Construction	601		\$172.86
Water Utility Operations	Telephone	070116	CenturyLink	601	49401	\$74.94
Water Utility Operations	Utility Maint Supplies	9657829	Cole-Parmer	601	49401	\$267.98
						\$58,253.14
Electronic Payroll Payments						
Payroll	PERA					\$6,229.90
Payroll	Federal Withholding					\$5,726.39
Payroll	Medicare Withholding					\$1,599.50
Payroll	FICA Tax Withholding					\$6,839.30
Payroll	State Withholding					\$2,266.53
Payroll	MSRS/H CSP					\$4,530.14
						\$27,191.76

EAST BETHEL CITY COUNCIL MEETING

JULY 20, 2016

The East Bethel City Council met on July 20, 2016, 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
Mark DuCharme, Fire Chief

- 1.0 Call to Order** The July 20, 2016, 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'll make a motion to adopt tonight's agenda. Koller stated I'll second.** Voss asked any discussion? All in favor? **All in favor.** Voss asked opposed? Hearing none, that motion passes. **Motion passes unanimously.**
- 4.0 Presentation** Sergeant Lindberg stated Commander Shelly Orlando is in her first week of the FBI National Academy so he will present the June 2016, Sheriff's Report. In June, the Sheriff's Department responded to 458 calls for service in East Bethel, 2,248 calls for service year-to-date. He reported on the 2 burglaries, 8 thefts, 4 damage to property, 3 DWIs, and 41 Community Officer service calls.
- 4.0A.1 Sheriff's Department Monthly Review Lindberg thanked the community for its overwhelming support during these trying times. Those present responded with a round of applause in recognition of the professional service provided by the Anoka County Sheriff's Department.
- 4.0A.2 Fire Department Monthly Review Fire Chief DuCharme stated in June, the Fire Department responded to 59 calls for service, 36 being medical calls. The calls also involved damage from the June 27th storm. He stated there was an increase in motorcycle and motor vehicle accidents, which he attributes to being a summer month. DuCharme stated most of the medical calls were related to health complications and 30 were transported to the hospital. DuCharme stated six business inspections were completed and they have found the owners to be cooperative.
- 4.0A.2.a Fire Department Budget Review Davis stated the preliminary 2017 budget is projected to increase from \$586,300 in 2016 to \$633,500 for 2017. This is an increase of \$47,200 or 8.1%. As discussed previously, the Central Services budget category was eliminated and those costs were allocated to the respective department to which the charges were incurred. This accounting change added \$22,200 to the Fire Department budget. Without this addition, the Fire Department budget increase would have been \$25,000 or 4.3% over the 2016 budget. Davis requested Council direction as to the 2017 Fire Department budget in preparation of the City's 2017 preliminary budget.

DuCharme stated the 2017 budget increase is due to the information system and accounting change in Central Services. Also included is the State contribution for fire relief pensions

from \$43,500 in 2016 to \$57,000 in 2017. He explained this is money received from the State and then transferred to the Relief Association. The other numbers are comparable to real costs. DuCharme stated the current copier was donated many years ago so they are planning to get a new photocopier, which is heavily used during training. The new copier will be leased and able to scan and e-mail documents.

Mundle stated the \$25,000 increase over last year's budget is due, in part, to the new data system. DuCharme stated that is correct as well as the 2% pension (State fire aid funds) that is passed through to the Fire Relief Association.

Ronning asked for an explanation for the public of the data safety system. DuCharme stated it is the new county-wide record management system that all public safety (police and fire) is using. It cost \$8 million and East Bethel pays its share based on a formula that considers population, number of calls, and tax capacity. In addition to records management, it also handles dispatch. East Bethel's cost share is \$4,000 per year at this time. DuCharme explained that once this system is 100% operational, there would still be maintenance and service costs.

Harrington stated at the last Joint Powers Agreement, they said that the price will increase next year for the servers. DuCharme stated that is correct so he included a 3% cost in the 2017 budget for the Fire Department to assure it was a realistic number.

Ronning stated it is interesting to understand how the money is used, noting every penny is accounted for. DuCharme agreed and stated even their training budget was increased by \$1,000. Currently, the Fire Department spends about \$20,000 a year in training, some of which, about \$8,085, is reimbursed from the State of Minnesota Fire Training Board that is funded from a tax placed on insurance.

Davis stated this is an informational item since it was not reviewed at the last Work Meeting so a City Council motion is not needed. He stated at the next meeting, the Public Works budget will be presented.

5.0 Public Forum No one signed to speak at the Public Forum.

6.0 Consent Agenda

Item A	<u>Approve Bills</u>
Item B	<u>July 6, 2016 City Council Work Meeting Minutes</u>
Item C	<u>July 6, 2016 City Council Meeting Minutes</u>
Item D	<u>Consider approval of the following IUP renewals:</u>

1. Patrick and Alitsa Schroeder – Private Kennel for 6 dogs at 2630 196th Ave NE, East Bethel, MN 55011.
2. Terry Hartin - Home occupation that will allow handgun safety and permit to carry classes, and a Class 1 Federal Firearms License to be conducted from the property at 2110 Deerwood Lane NE, East Bethel, Minnesota 55092.
3. Stacie and Adam Arneson – To operate a home-based hair salon business at 929 197th Ave. NE, East Bethel, Minnesota 55011.
4. Adam and Stacie Arneson - Home occupation of an excavation business called Arne's Excavating Inc. at 929 197th Avenue NE,

6.0
Consent
Agenda

5. Thomas VanElsberg - Home occupation to allow for the buying and trading of firearms at 4991 201st Ave. NE, East Bethel, Minnesota 55092.
6. Michelle Hess - Home occupation of a home-based hair salon located at 2740 Viking Blvd NE, East Bethel, Minnesota 55092.
7. Michael and Catherine Beason - To continue operation of a craft center known as The Pines at the above referenced parcel located within the City of East Bethel.

Ronning stated move to approve the Consent Agenda as printed. Harrington stated I'll second. Voss asked any discussion? All in favor? All in favor. Voss asked opposed? Hearing none, that motion passes. Motion passes unanimously.

**7.0
New Business**

Commission, Association and Task Force Reports

7.0A
Planning
Commission

None.

7.0B
Economic
Development
Authority

None.

7.0C
Park
Commission

None.

7.0D
Road
Commission
7.0D.1
Request for
Street
Vacation
Birch Road
And
Longfellow
Drive

Davis presented the staff report and inquiry of Patrick and Kathryn Johnson, 447 Cedar Road, about vacating the City right-of-way along the south side of their property (Longfellow Drive) and the road right-of-way that bisects their property on the west (Birch Road). The Roads Commission considered this matter at its October 12, 2012, meeting and recommended that the right-of-way not be vacated due to potential need of these rights of way by the City in the future. The Johnson's did not respond to the Roads Commission's final recommendation and this item was not presented to City Council at that time.

In November 2015 Steve Thorson, an attorney with Barney, Guzy & Steffen, Ltd. representing the Johnsons, communicated with City Attorney Vierling to explore interest of the City to sell portions of the platted but unconstructed segments of Birch Road and Longfellow Drive to accommodate the Johnson's desire to construct an accessory building. Mr. Thorson and the Johnsons are of the opinion that their property does not meet standards for a buildable area and that adjoining and unused City rights-of-way could provide land to accommodate this request. The Johnsons current lot size would permit an accessory building of up to 580 square feet. Combination of their four lots, along with segment of Birch Road that bisects their property, would permit an accessory building size of up to 960 square feet.

Mr. Thorson submitted a letter to the City on June 6, 2016, requesting that Council consider vacating and selling those portions of Birch Road and Longfellow Drive as indicated in Attachment 1 for the purpose of providing the Johnsons a site to construct an accessory

7.0D.1

Request for
Street
Vacation
Birch Road
And
Longfellow
Drive

building. Based on his research, Mr. Thorson is of the opinion that the intent of plats recorded in 1925 provided conveyance of title and thus can be sold upon the vacation of the street.

Davis presented the City Attorney's opinion related to the sale of City right-of-way as detailed in the staff report. Davis stated the Roads Commission, on July 12, 2016, discussed this item and approved a recommendation for City Council, pending a title opinion that these lands can be sold subject to five conditions as detailed in the staff report. He stated after further investigation, staff offers the following additional information relating to the consideration of the vacation/sale of Longfellow Drive:

- As the property adjoining and to the south of Longfellow Drive is owned by the City, any future needs for streets, drainage structures or appurtenances could be accommodated on this site. Verification of City ownership needs to be provided as a condition of any sale.
- Construction of Longfellow Drive between Cedar and Birch would improve access for only one buildable lot and from a development stimulus standpoint, this extension would have little value. The same is true if the segment of Longfellow were extended from Birch Road to Lakeshore Drive. It is the opinion of Staff that development/construction of the segment of Longfellow Drive between Cedar and Lakeshore Drive would provide no real benefit to the City.
- The City Fire Chief has stated that extension of Longfellow Drive to connect with Birch Road would have marginal benefit for access of fire and emergency service vehicles on Birch Road.
- Vacating these streets would not by itself establish a precedence or set a policy of divestiture of City property. There have been five vacations of City Streets from the Coon Lake Beach Plat. Other examples of City Street relinquishments of platted but undeveloped streets were on portions of East Front Boulevard and on East Bethel Boulevard between 229th Ave. and Fawn Lake Drive.
- The plat dedication language of these streets may enable them to be sold and could be generate significant revenue for the City if the appraisal of these rights-of-way can be based on sales of comparable residential values.

From a staff perspective, if the Johnsons can demonstrate that the rights-of-way requested for vacation/sale on Longfellow Drive have no wetlands issues that would preclude the building of an accessory building, no soil conditions that would prohibit the same and provide flood data information that demonstrates that the finished slab grade of an accessory building is one foot above the 100-year flood, then staff would recommend that Council consider the abandonment/sale of this right-of-way.

Staff proposes that the Johnsons validate that the right-of-way for Longfellow Drive requested for vacation could provide an approvable buildable area for an accessory building. Staff recommends that this information be presented to the Council at a subsequent meeting in order that deliberations can commence relating to the request for the vacation/sale of Longfellow Drive.

Staff's recommendation for the vacation request for Longfellow Drive is predicated on the finalization of an agreement as to the means and method of appraisal, the dedication of any required utility and/or drainage easements both permanent and temporary, the requirement

July 20, 2016
7.0D.1
Request for
Street
Vacation
Birch Road
And
Longfellow
Drive

of the combination of lots, consent from the City Attorney that the streets in questions can be sold, agreement from the Johnsons to pay all legal costs for title work and costs for wetland delineations, and agreement that no portion of Lakeshore Drive is included in the request for vacation. Staff proposes that the Johnsons validate that the right-of-way for Longfellow Drive requested for vacation could provide an approved building area for an accessory building. Davis stated staff recommends that this recommendation be presented to the Council at a subsequent meeting in order that deliberations can commence relating to the request for the vacation and sale of Longfellow Drive.

It was noted the Roads Commission's recommendation to the City Council to consider approval of the vacation/sale of the easement/right-of-way to Patrick and Kathryn Johnson identified as the unconstructed portion of Birch Street south of Lincoln Drive abutting those properties identified as PIN #s 36-33-23-23-0143, 36-33-23-23-0127 and 36-33-23-23-0128 be amended and subject to the eight conditions as detailed in the staff report.

Voss noted several references to the legal option and asked if there is additional comment. Vierling stated the property owner's attorney feels the original plat doesn't have the traditional dedication language that has been seen statutorily in other plats. So, there is some follow up work he will need to review in order to determine what rights really are or are not there. Hence the recommendation from the Roads Commission. He advised that normally in a plat dedicating right-of-way, the City does not have the right to sell it. The City could vacate the right-of-way and it would go back half/half to adjoining property owners. But if the City owns it under this plat's dedication, then the City has the right to sell it outright.

Voss stated if the City has the right to sell and decides to do so, he would ask if this is something that can be sole sourced or does it involve a public bid. Vierling advised the City is not required to auction or competitively sell it. The City is allowed to do a private sale as if it were any other excess City real estate. It would be unrestricted by Statute if that is the case and the City has the right to conduct a private sale as long as it is done for fair market value.

Mundle stated the Roads Commission's recommendation is just the section of Birch Street and none of Longfellow Drive. Davis stated that is correct. Mundle asked whether staff's additional recommendations would include Longfellow Drive. Davis explained staff concurs with the Roads Commission on Birch Street but thinks there are other issues where additional information needs to be provided. The first would be delineation of wetlands as the current maps are inconsistent. Staff would not recommend vacating Longfellow Drive if there is not a buildable area for an accessory building. In addition, it has to be determined whether this area is out of the floodplain and there are no water table issues that may preclude a building. He referenced the 2004 wetland delineation conducted by a surveyor and stated he would not support vacating the street if there are no buildable areas. If there are buildable areas, they he would have no problem recommendation vacation as this is a unique situation and other Coon Lake Beach area streets have been vacated on the old plat. Davis stated another issue is that this street, even though platted, has no value to the City as it does not open access to additional property. In addition, the Fire Chief has indicated that he can't foresee it providing any real benefit for emergency vehicles.

Mundle asked if there is no other foreseeable use for this property to access Coon Lake, future raingarden activities, buildings, or environmental things it could be used for. Davis stated according to the 20004 wetlands delineation, everything in that area is wetlands. If the City wanted to use it for one of those uses, the City owns 15 acres to the south that

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Request for
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Longfellow

Drive

would be just as easy to use. He noted a location to the south that could be considered for Lake access, if desired.

Ronning stated it appears they are interested in acquiring the land for the purpose of having 0.5 acres for the 960 square foot accessory building and not for any other use. Davis stated that could be the only use, essentially, and if the other wetland delineation is correct, it would be very expensive to build on their property. In addition, if the wetlands are filled they would have to be replaced.

Voss asked why the Roads Commission did not recommend vacating Longfellow Drive. Davis stated they thought it might be needed for some future City needs but they did not have access to the information developed after their meeting.

Harrington stated the Roads Commission also did not want to set a precedence; however, it has already been set. Davis agreed and stated as far as a precedence goes, streets have previously been vacated in the Coon Lake Beach plat so this is not the first occurrence.

Steve Thorson, attorney with Barney, Guzy & Steffen, Ltd., stated the Roads Commission placed, in his opinion, undue reliance on their previous work in September and October of 2012 when they did not recognize these are fee title streets. He agreed with Vierling's earlier comments that if this was done under the modern platting Statute, from 1965 forward, these would be easements and not fee title strips of land. He stated the 1924 Statute presumed, unless otherwise stated in the dedication clause, that all streets were given in fee title from the surface to the center of the earth, for all the streets shown on the plat.

Thorson stated the Roads Commission did not have that information in 2012 and were going on their understanding of what happens when you vacate an easement right-of-way, not a fee title right-of-way. He stated for some reason, no matter how long it was discussed last week, the Roads Commission still made a motion to rely on not giving up a right-of-way as it may be needed at some point in the future.

Thorson stated the point on Longfellow Drive is that it will never be a street or put into use as a street right-of-way; however, it could be used for subterranean drainage and utility easements. At that meeting, they discussed the City reserving easements on Birch and Longfellow based on the recommendation of the engineer. He felt owing the fee title changed the analysis considerably for the City as the City is not just losing a surface right-of-way but stripping off the 'vener' of public street that shows in the plat and winding up with surplus land that can be sold.

Voss stated he is not sure the Roads Commission's comment on the potential for use in the future is really contingent up whether it is fee title or right-of-way because either way, it is City controlled property. He felt those two issues needed to be separated.

Thorson stated it is rare to get a staff report that is in such good shape and this is a good staff report before the Council. He stated the recommendation section pretty much agrees with everything they have asked for and the Johnsons are willing to provide all necessary data and title work. Thorson asked whether Vierling would like to see the Abstract. Vierling answered in the affirmative.

7.0D.1

Request for
Street
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Longfellow
Drive

Voss referenced the diagram that shows the location of the proposed accessory building on Longfellow Drive. Thorson stated that is a very rough sketch. Davis presented the wetlands delineation map and described where the wetland is located. He stated if there are no suitable building areas on the Longfellow Drive right-of-way, he would recommend to not vacate it.

Davis displayed an illustration depicting the request for the vacation and sale of Longfellow Drive, noting it extends to the shoreline. However, there is a section of Lakeshore Drive occupying a triangle of land that is not included in staff's recommendation for vacation. Voss asked whether that triangle area is under water. Davis described one area that is under water and another that remains above the level of the lake. He stated if the City wants to install a trail in this area, he would recommend an alignment that does not cross a resident's yard or go between them and the lake.

Kathryn Johnson, 447 Cedar Road, applicant, stated they were originally under the impression that they had to have the building behind the back wall of the house but now understand if they do a different type of construction, they can move it forward. That is why the 'box' diagram is so far back on the drawing. Thorson agreed it will depend on the type of construction so if the only site available is south of the house, it will be a frame construction.

Thorson stated the pad for the accessory structure can be engineered as long as they are not starting in wetland. Davis answered that is correct and they can use fill to elevate it above water table issues, just as long as it is not identified as a wetlands area.

Davis stated staff recommends accepting the Roads Commission recommendation and ask the Johnsons to provide the additional information to identify that there is a buildable site within Longfellow and bring that back for Council consideration whether or not to proceed with the vacation. Also, the legal questions need to be satisfied between Vierling and Thorson.

Davis stated the vacation of Birch Street, as recommended by the Roads Commission, would separate their lots and to the City's advantage from a tax benefit to have this combined into one lot. Currently, the three lots that are separate from their building site are taxed as unbuildable lots so the tax generated is very small. By combining those with Birch Street, it would be of value to the City and Johnsons as it would be under one PIN.

Ronning stated I move to accept the Roads Commission's recommendation to consider approval of the vacation/sale of the easement right-of-way to Patrick and Kathryn Johnson identified as the unconstructed portion of Birch Street south of Lincoln Drive abutting those properties identified as PIN #s 36-33-23-23-0143, 36-33-23-23-0127 and 36-33-23-23-0128, be amended and subject to the following conditions:

- 1. An opinion from the City Attorney that the right-of-way can be sold;**
- 2. The owners of 447 Cedar Road will be responsible for title searches and all legal costs to determine the means and process by which the easement/right of way can be disposed;**
- 3. The City will retain a permanent utility easement on that portion of Birch Street that is proposed for sale/vacation of a width as recommended by the City Engineer;**

4. **Should the utility easement be required for City use, the current or future owners of 447 Cedar Road will provide the City with any necessary temporary construction easements as needed outside the area of the permanent easement;**
5. **The current owners of 447 Cedar Road will combine all the adjoining lots in their name and that portion of Birch Street into one lot;**
6. **The City will postpone consideration of that unconstructed portion of Longfellow Drive requested by the Johnsons to be vacated/sold until such time that the Johnsons can provide information that confirms that there are no wetlands, floodplain or soils conditions that would prohibit the construction of an accessory building within this right-of-way;**
7. **An agreement between the City and the Johnsons as to the method and means of the appraisal of the right of way proposed to be sold; and,**
8. **No portion or vacation of Lakeshore Drive will be considered in this request.**

Koller stated I'll second. Voss asked discussion?

Voss asked whether the Council will have the legal answers by its next meeting. Thorson stated they may have legal answers if he can get the Abstract turned around quickly enough so Vierling has the needed time to examine it. But he would recommend leaving this unscheduled and coordinate with Davis as to when it is brought back before the Council.

Voss stated he does not support two separate actions because the City will not go through with Birch Road unless they know what's happening with Longfellow Drive. Davis confirmed that is correct. Voss asked any further discussion? Hearing none, all in favor? **All in favor.** Voss asked any opposed? That motion passes. **Motion passes unanimously.**

8.0
Department
Reports
8.0A
Community
Development
8.0A.1
IUP
Jill Hoffman

Davis presented the staff report and request of Jill Hoffman for an Interim Use Permit to operate a home occupation business for a catering company with a commercial kitchen in a Rural Residential Zone at 2736 225th Lane. He stated the Planning Commission, at its regular meeting on June 28, 2016, reviewed this request and voiced no concerns or objections.

Ms. Hoffman owns and operates Granny May's, a business that provides general catering and food truck meal delivery service. She would like to retrofit her home garage into a commercial kitchen and use as her business location for up to three years. Her long range plan is to rent/lease/own a commercial building where she can add a cafeteria style retail establishment to her business. They will not have any other employees working at the home occupation address. There will be no outside storage of equipment on the property and the food truck will be parked in the driveway next to their detached accessory building. The home occupation is not a retail location and there will no increase in traffic or parking generated by the business. Ms. Hoffman is working with a licensed septic designer to comply with commercial kitchen septic code requirements.

The Planning Commission and staff recommend that City Council consider the approval of an Interim Use Permit for of Jill Hoffman/dba Granny May's at 2736 225th Lane, PIN# 03-33-23-23-0031, for the operation of a home based catering and temporary commercial kitchen business subject to 11 conditions as detailed in the staff report.

8.0A.1
IUP
Jill Hoffman

Mundle stated make a motion to approve an Interim Use Permit for Jill Hoffman/dba Granny May's at 2736 225th Lane, PIN# 03-33-23-23-0031, for the operation of a home based catering and temporary commercial kitchen business subject to 11 conditions as set forth by the City. Harrington stated I'll second. Voss asked discussion? Hearing none, all in favor say aye? **All in favor.** Voss asked opposed? Hearing none, that motion passes. **Motion passes unanimously.**

8.0B
Engineer
8.0B.1
Castle Towers
WWTP
Demolition
Quotes

Davis presented the staff report and two quotes received for the remaining demo items at the Castle Towers Wastewater Treatment Plant as follows:

Professional Ground Maintenance, Inc.	\$19,650.00
Sauter & Sons, Inc.	\$21,500.00

Staff is in the process of having a hazardous waste and asbestos evaluation completed on the buildings. This is required before the buildings are demolished. Staff is not expecting any hazardous waste or asbestos will be present onsite. However, if these material are found they will be removed prior to the building demolition under a separate contract. Staff recommends awarding the contract for the proposed Castle Towers Wastewater Treatment Plant Demolition Project to Professional Ground Maintenance, Inc. in the amount of \$19,650. This project will be financed by the excess bond funds from the Phase 1, Project 1 Utility Project.

Koller stated I'll make a motion to award the contract for the proposed Castle Towers Wastewater Treatment Plant Demolition Project to Professional Ground Maintenance, Inc. in the amount of \$19,650. Harrington stated I'll second. Voss asked discussion? Hearing none, to the motion all in favor? **Harrington, Koller, Ronning, and Voss-Aye; Mundle-Abstain.** Voss asked any opposed? That motion passes. **Motion passes 4-0-1 (Mundle).**

8.0C
City Attorney

None.

8.0D
Finance

None.

8.0E
Public Works

None.

8.0F
Fire
Department

None.

8.0G
City
Administrator
8.0G.1

Davis reported he received an e-mail from Lisa Palm at 4:45 p.m. this afternoon requesting Council table consideration of conditions for a private drive to her property as she may be exploring other options.

License
Agreement
for Entrance
Drive - Ponds
of Hidden
Prairie

Mundle stated make a motion to table this item until further notice. Harrington stated second. Voss asked discussion? Hearing none, all in favor say aye? **All in favor.** Voss asked opposed? That motion passes. **Motion passes unanimously.**

Davis presented the schedule and format for the Work Meeting to interview four Comp Plan Consultants. Unless there are other preferences for the format of the interviews, staff proposes that each firm follow this proposed schedule:

- Firm Background and Qualifications – 5 minutes
- Comp Plan Proposal – 10 minutes
- Questions from Council – 25 Minutes

Davis stated staff has developed a set of 12 questions that Council may use for these interviews and encouraged the Council to add to the list, if desired. He recommended the Council to adopt a procedure for the questions session. One method that may expedite the process is to designate one member the task of presenting the basic questions from the list and then allow each Council member to pose a question of their choice to the interviewees. He asked how the Council wants to finalize the list of questions.

Voss stated having a set list is a good base to work from but he feels the Council needs the flexibility to ask any question of any applicant.

Davis stated important questions would be to ask what cities, similar to East Bethel, they have done this type of work in; how they approached the work; and, how they will meet the affordable housing Comp Plan requirement given the City's semi-rural and non-urban nature. Another question is their process for engaging citizens as the City wants as much public participation as possible. Davis stated they should also be asked how they look at East Bethel and let them know the City is a unique community with pressures to develop at higher densities and more intense land uses in the corridor and the City desires to keep the rural residential area that will be predominantly three-quarters of the City in its current state. Davis stated there is really a two-prong strategy for development. He agreed things will come up during their presentation that trigger questions but he would prefer having a list of base questions to make it easier for comparison and evaluation.

Mundle stated with question 1, he would like to add at the end: 'and were these plans followed and successful.' Voss suggested, given the schedule, that the list of 12 questions be reduced to 6 questions. Davis agreed the most important questions should be selected. Harrison supported asking question 8 as he wants as much citizen support as possible. Voss agreed that is key and supported also asking question 11 as the type of zoning is important. He suggested that Davis develop four basic questions with the rest of the questions being available at the Work Meeting in case Council wants to ask any during the interview process. Mundle asked if Council would like to follow up on the listed questions privately with Davis or e-mail him four or six questions they prefer. **Davis stated he will prepare a final list of questions based on Council's input.**

The Council agreed with the suggestion of Davis to invite the Planning Commission so they are able to hear the discussion and with the suggestion of Voss that the Council will not select the consultant that night but instead wait until the next Regular Meeting to allow time to review the presentations and research.

Koller felt question 6 is basically asking for a guess. Voss stated some of the questions are things that are developed during the Comp Plan update, such as looking look at projections. He felt it was key to consider how much research the firm does prior to the interview and how well they know East Bethel before they get started.

9.0 Other

None.

9.0A

Staff Reports

9.0B

Council
Report –

Member

Harrington

Booster Days

Harrington thanked Denise Lachinski, the Fire Auxiliary, City staff, Public Works, the Fire Department, Lions, and Seniors for their outstanding work on Booster Days that made it a success. He stated he is looking forward to next year.

Council

None.

Member

Ronning

Council

None.

Member

Koller

Council

Member

Mundle

Mundle stated he mirrors Harrington's comments and thanked everyone involved, noting City staff went above and beyond to take on some measures and make Friday and Saturday great evenings. He stated he also looks forward to next year.

Booster Days

Heat Index

Mundle stated with the heat wave expected, he wants to encourage residents to check on elderly neighbors, especially if they don't have air conditioning.

Mayor Voss

Booster Days

Voss agreed that Booster Days was a very nice event and stated he also attended the East Bethel Royalty Coronation. Davis stated the Royalty will visit the August 17 Council meeting.

9.0C

None.

Other

9.0D

Closed

Session

Minnesota

Statutes

13D.05 sub. 3

Vierling stated thank you Mr. Mayor. For the benefit of the public, we'd note that at this time the Council's about to go into Closed Session authorized under Minnesota Statute 13D.05, sub. 3. It is in effect a continuation of the Council's annual performance review of the City Administrator to follow up on a few matters last attended to. The Closed Session will be tape recorded or digitally recorded as required by Statute. The Council will then be returning to Open Session to announce any actions taken during the Closed Session. With that being said, I recommend that a motion be made to go into Closed Session for the purposes indicated.

Move to

Closed

Session

Mundle stated make a motion to go into Closed Session at 8:14 p.m. for the purposes that City Attorney's indicated. Koller stated I'll second. Voss asked any discussion? All in favor say aye? All in favor. Voss asked any opposed? That motion passes. Motion passes unanimously.

Reconvene

Open Session

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 a Closed Session authorized under Minnesota Statute 13D.05, sub. 3, which was a continuation of the annual performance review of the City Administrator. The Council reviewed the follow up items requested from the previous Session. No motions were made. The commentary and follow up with regard to the performance review of the City Administrator was all positive. Thank you, no further questions.

10.0
Adjourn

Mundle stated make a motion to adjourn. Harrington stated second. Voss asked any discussion? All in favor? All in favor. Voss asked opposed? Meeting adjourned. Motion passes unanimously.

Meeting adjourned at 8:35 p.m.

Submitted by:

Carla Wirth

TimeSaver Off Site Secretarial, Inc.

DRAFT

**FINAL PAYMENT
CITY OF EAST BETHEL
2015 Street Overlay Projects**

July 19, 2016

Honorable Mayor & City Council
City of East Bethel
2241 221st Avenue NE
East Bethel, MN 55011

RE: 2015 Street Overlay Projects
Contractor: Peterson Companies
Award Date: July 15, 2015
Completion Date: July 15, 2016

Dear Honorable Mayor and Council Members:

The following work has been completed on the above-referenced project by Peterson Companies:

Bid Schedule "A" - Rochester Street, Leyte Street, 7th Street and 229th Avneue Overlay Projects

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	MILL BITUMINOUS SURFACE (2")	244	SQ YD	\$37.41	343	\$ 12,831.63
2	BITUMINOUS MATERIAL FOR TACK COAT	1296	GALLON	\$2.98	1,300	\$ 3,874.00
3	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	2852	TON	\$58.67	2,761.26	\$ 162,003.12
4	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B) 2" THICK	409	SQ YD	\$14.61	527	\$ 7,699.47
5	TYPE SP 12.5 BITUMINOUS MIXTURE FOR PATCHING	240	TON	\$95.12	151	\$ 14,363.12
6	ADJUST FRAME AND RING CASTING (SPECIAL)	4	EACH	\$500.00	4	\$ 2,000.00
7	4" CONCRETE DRIVEWAY PAVEMENT	77	SQ YD	\$60.00	93.33	\$ 5,599.80
Total Bid Schedule "A"						\$ 208,371.14

Bid Schedule "B" - Mobilization and Traffic Control

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$2,500.00	1.0	\$ 2,500.00
2	TRAFFIC CONTROL	1	LUMP SUM	\$1,750.00	1.0	\$ 1,750.00
Total Bid Schedule "B"						\$ 4,250.00

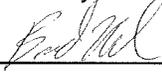
Total Bid Schedule "A" - Rochester Street, Leyte Street, 7th Street and 229th Avneue Overlay Projects	\$ 208,371.14
Total Bid Schedule "B" - Mobilization and Traffic Control	\$ 4,250.00
Total Work Completed to Date	\$ 212,621.14
Less Pay Estimate #1	\$ 8,822.93
Less Pay Estimate #2	\$ 190,727.32
Less Pay Estimate #3	\$ 4,201.06
WE RECOMMEND FINAL PAYMENT OF:	\$ 8,869.83

FINAL PAYMENT
CITY OF EAST BETHEL
2015 Street Overlay Projects

APPROVALS:

CONTRACTOR: PETERSON COMPANIES

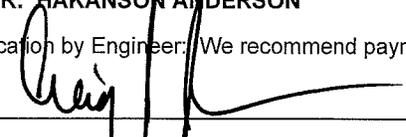
Certification by Contractor: I certify that all items and amounts are correct for the work completed to date.

Signed: 

Title: Project Manager Date: 7/19/16

ENGINEER: HAKANSON ANDERSON

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

Signed: 

Title: City Engineer Date: 7/22/16

OWNER: CITY OF EAST BETHEL

Signed: _____

Title: _____ Date: _____

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

RESOLUTION NO. 2016-32

RESOLUTION ACCEPTING WORK

WHEREAS, pursuant to a written contract signed with the City on July 22, 2015, Peterson Companies of Chisago City, Minnesota has satisfactorily completed the 2015 Street Overlay Projects in accordance with such contract,

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

The work completed under said contract is hereby accepted and approved, and that the City Administrator and Mayor are authorized to issue a proper order for the final payment on such contract, taking the Contractor's receipt in full.

Adopted this 3rd day of August, 2016 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Steven R. Voss, Mayor

ATTEST:

Jack Davis, City Administrator

**FINAL PAYMENT
CITY OF EAST BETHEL
185th Avenue, Laurel Road and Lincoln Drive Street Reconstruction Project**

July 19, 2016

Honorable Mayor & City Council
City of East Bethel
2241 221st Avenue NE
East Bethel, MN 55011

RE: 185th Avenue, Laurel Road and Lincoln Drive Street Reconstruction Project
Contractor: Peterson Companies
Award Date: July 15, 2015
Completion Date: July 15, 2016

Dear Honorable Mayor and Council Members:

The following work has been completed on the above-referenced project by Peterson Companies:

Bid Schedule "A" - S.A.P. 203-122-001 - 185th Avenue NE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	CLEARING	1.25	ACRE	\$2,500.00	1.25	\$ 3,125.00
2	GRUBBING	1.25	ACRE	\$2,500.00	1.25	\$ 3,125.00
3	REMOVE PIPE CULVERTS	27	LIN FT	\$24.26	27	\$ 655.02
4	REMOVE FENCE	781	LIN FT	\$2.35	781	\$ 1,835.35
5	REMOVE SIGN TYPE C	8	EACH	\$30.00	8	\$ 240.00
6	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	41	LIN FT	\$2.35	41	\$ 96.35
7	SALVAGE SIGN TYPE C	1	EACH	\$45.00	1	\$ 45.00
8	SALVAGE STEEL POST	25	EACH	\$22.90	25	\$ 572.50
9	COMMON EXCAVATION (EV) (P)	8649	CU YD	\$6.96	8,649	\$ 60,197.04
10	MUCK EXCAVATION (EV)	5970	CU YD	\$9.11	6,212	\$ 56,591.32
11	SELECT GRANULAR BORROW (LV)	2013	CU YD	\$16.66	4,640	\$ 77,302.40
12	GEOTEXTILE FABRIC TYPE V	555	SQ YD	\$0.54		\$ -
13	CALCIUM CHLORIDE SOLUTION	5742	GALLON	\$1.00		\$ -
14	AGGREGATE BASE CLASS 5	3367	TON	\$17.00	2,794	\$ 47,498.00
15	FULL DEPTH RECLAMATION	6167	SQ YD	\$0.57	6,167	\$ 3,515.19
16	SHOULDER BASE AGGREGATE CLASS 2	45	TON	\$49.54	45	\$ 2,229.30
17	MILL BITUMINOUS SURFACE (2")	5	SQ YD	\$70.00	6	\$ 420.00
18	BITUMINOUS MATERIAL FOR TACK COAT	424	GALLON	\$4.10	435	\$ 1,783.50
19	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	1022	TON	\$60.15	958.4	\$ 57,647.76
20	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	1022	TON	\$59.99	941	\$ 56,450.59
21	15" RC PIPE APRON	2	EACH	\$910.47	2	\$ 1,820.94
22	18" RC PIPE APRON	4	EACH	\$935.22	4	\$ 3,740.88
23	21" RC PIPE APRON	1	EACH	\$959.96	1	\$ 959.96
24	18" RC PIPE CULVERT DESIGN 3006 CLASS III	120	LIN FT	\$24.32	120	\$ 2,918.40
25	TRASH GUARD FOR 15" PIPE APRON	2	EACH	\$150.73	2	\$ 301.46
26	TRASH GUARD FOR 18" PIPE APRON	2	EACH	\$173.22	2	\$ 346.44
27	TRASH GUARD FOR 21" PIPE APRON	1	EACH	\$209.21	1	\$ 209.21
28	15" RC PIPE SEWER DESIGN 3006 CLASS V	1223	LIN FT	\$22.14	1,284	\$ 28,427.76
29	18" RC PIPE SEWER DESIGN 3006 CLASS III	736	LIN FT	\$18.39	736	\$ 13,535.04
30	21" RC PIPE SEWER DESIGN 3006 CLASS III	27	LIN FT	\$41.41	18	\$ 745.38
31	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	9.5	LIN FT	\$323.20	9.5	\$ 3,070.40
32	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48 - 4020	37.0	LIN FT	\$358.06	37.0	\$ 13,248.22
33	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	3.0	LIN FT	\$1,108.90	3.0	\$ 3,326.70
34	CASTING ASSEMBLY	12	EACH	\$725.52	12	\$ 8,706.24
35	GEOTEXTILE FILTER TYPE IV	20.8	SQ YD	\$1.02	20.8	\$ 21.22
36	INSTALL RANDOM RIPRAP	5.1	CU YD	\$30.40	8.27	\$ 251.41
37	CONCRETE CURB AND GUTTER DESIGN B618	2581	LIN FT	\$12.75	2,607	\$ 33,239.25
38	6" CONCRETE DRIVEWAY PAVEMENT	10	SQ YD	\$65.00	7	\$ 455.00
39	GUIDE POST TYPE B	7	EACH	\$65.00	7	\$ 455.00
40	WIRE FENCE DESIGN 72-9322	97	LIN FT	\$31.50	97	\$ 3,055.50

FINAL PAYMENT
CITY OF EAST BETHEL
185th Avenue, Laurel Road and Lincoln Drive Street Reconstruction Project

Bid Schedule "A" - S.A.P. 203-122-001 - 185th Avenue NE (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
41	WIRE FENCE DESIGN 6.5-9323	756	LIN FT	\$22.75	751	\$ 17,085.25
42	SIGN PANELS TYPE SPECIAL	11.4	SQ FT	\$22.35	11.4	\$ 254.79
43	SIGN PANELS TYPE C	94.6	SQ FT	\$34.00	97.6	\$ 3,318.40
44	INSTALL SIGN TYPE C	1	EACH	\$145.00	1	\$ 145.00
45	INSTALL STEEL POST	25	EACH	\$54.96	12	\$ 659.52
46	SILT FENCE, TYPE MS	1363	LIN FT	\$3.10	1,423	\$ 4,411.30
47	STORM DRAIN INLET PROTECTION	10	EACH	\$250.00	1	\$ 250.00
48	SEDIMENT CONTROL LOG TYPE COMPOST	3089	LIN FT	\$3.75	1,920	\$ 7,200.00
49	CULVERT END CONTROLS	4	EACH	\$50.00	2	\$ 100.00
50	FERTILIZER TYPE 3	1160	POUND	\$0.45	1,250	\$ 562.50
51	SEEDING	2.9	ACRE	\$2,305.00	2.9	\$ 6,684.50
52	SEED MIXTURE 25-131	1276	POUND	\$1.85	600	\$ 1,110.00
53	MULCH MATERIAL TYPE 4	1.5	ACRE	\$3,130.00	1.5	\$ 4,695.00
54	EROSION CONTROL BLANKETS CATEGORY 2	7030	SQ YD	\$1.15	7,156	\$ 8,229.40
55	4" SOLID LINE WHITE - PAINT	4115	LIN FT	\$0.27	4,033	\$ 1,088.91
56	4" SOLID LINE YELLOW - PAINT	1210	LIN FT	\$0.28	1,210	\$ 338.80
57	4" BROKEN LINE YELLOW - PAINT	300	LIN FT	\$0.28	310	\$ 86.80
58	4" DOUBLE SOLID LINE YELLOW - PAINT	500	LIN FT	\$0.56	500	\$ 280.00
59	4" SOLID LINE WHITE - EPOXY	4115	LIN FT	\$0.41	3,961	\$ 1,624.01
60	4" SOLID LINE YELLOW - EPOXY	1210	LIN FT	\$0.41	1,210	\$ 496.10
61	4" BROKEN LINE YELLOW - EPOXY	300	LIN FT	\$0.41	310	\$ 127.10
62	4" DOUBLE SOLID LINE YELLOW - EPOXY	500	LIN FT	\$0.82	435	\$ 356.70
Total Bid Schedule "A"						\$ 551,267.81

Bid Schedule "B" - S.A.P. 203-123-001 - Laurel Road N.E.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	REMOVE SIGN TYPE C	4	EACH	\$30.00	4	\$ 120.00
2	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	24	LIN FT	\$4.00	24	\$ 96.00
3	SALVAGE SIGN TYPE C	1	EACH	\$45.00	1	\$ 45.00
4	SALVAGE RANDOM RIPRAP	14	CU YD	\$13.54	14	\$ 189.56
5	COMMON EXCAVATION (EV) (P)	215	CU YD	\$6.96	215	\$ 1,496.40
6	CALCIUM CHLORIDE SOLUTION	719	GALLON	\$1.00		\$ -
7	AGGREGATE BASE CLASS 5	418	TON	\$17.00	348	\$ 5,916.00
8	FULL DEPTH RECLAMATION	654	SQ YD	\$0.57	654	\$ 372.78
9	SHOULDER BASE AGGREGATE CLASS 2	6	TON	\$108.75	6	\$ 652.50
10	MILL BITUMINOUS SURFACE (2")	3	SQ YD	\$33.00	4	\$ 132.00
11	BITUMINOUS MATERIAL FOR TACK COAT	53	GALLON	\$5.60	60	\$ 336.00
12	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	127	TON	\$66.25	132.19	\$ 8,757.59
13	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	127	TON	\$66.09	122	\$ 8,062.98
14	15" RC PIPE APRON	2	EACH	\$910.47	2	\$ 1,820.94
15	TRASH GUARD FOR 15" PIPE APRON	2	EACH	\$150.73	2	\$ 301.46
16	15" RC PIPE SEWER DESIGN 3006 CLASS V	99	LIN FT	\$21.33	99	\$ 2,111.67
17	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48 - 4020	7.0	LIN FT	\$286.99	7.0	\$ 2,008.93
18	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	3.1	LIN FT	\$649.65	3.1	\$ 2,013.92
19	CASTING ASSEMBLY	3	EACH	\$822.47	3	\$ 2,467.41
20	GEOTEXTILE FILTER TYPE IV	20.8	SQ YD	\$2.00	20.8	\$ 41.60
21	INSTALL RANDOM RIPRAP	5.1	CU YD	\$30.40	8.27	\$ 251.41
22	CONCRETE CURB AND GUTTER DESIGN B618	295	LIN FT	\$12.75	297	\$ 3,786.75
23	GUIDE POST TYPE B	2	EACH	\$65.00	2	\$ 130.00
24	SIGN PANELS TYPE SPECIAL	11.3	SQ FT	\$22.35	11.3	\$ 252.56
25	SIGN PANELS TYPE C	11.3	SQ FT	\$37.00	11.3	\$ 418.10
26	INSTALL SIGN TYPE C	1	EACH	\$145.00	1	\$ 145.00
27	STORM DRAIN INLET PROTECTION	2	EACH	\$250.00		\$ -
28	SEDIMENT CONTROL LOG TYPE COMPOST	356	LIN FT	\$3.75	300	\$ 1,125.00

FINAL PAYMENT
CITY OF EAST BETHEL
185th Avenue, Laurel Road and Lincoln Drive Street Reconstruction Project

Bid Schedule "B" - S.A.P. 203-123-001 - Laurel Road N.E. (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
29	CULVERT END CONTROLS	1	EACH	\$50.00	1	\$ 50.00
30	FERTILIZER TYPE 3	80	POUND	\$0.45	100	\$ 45.00
31	SEEDING	0.2	ACRE	\$8,535.00	0.2	\$ 1,707.00
32	SEED MIXTURE 25-131	88	POUND	\$1.85	40	\$ 74.00
33	MULCH MATERIAL TYPE 4	0.2	ACRE	\$5,685.00	0.2	\$ 1,137.00
Total Bid Schedule "B"						\$ 46,064.56

Bid Schedule "C" - S.A.P. 203-125-001 - Lincoln Drive N.E.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	CLEARING	0.25	ACRE	\$2,500.00	0.55	\$ 1,375.00
2	GRUBBING	0.25	ACRE	\$2,500.00	0.55	\$ 1,375.00
3	REMOVE PIPE CULVERTS	21	LIN FT	\$7.39	96	\$ 709.44
4	REMOVE FENCE	414	LIN FT	\$3.43	414	\$ 1,420.02
5	REMOVE RIPRAP	26	CU YD	\$29.16	26	\$ 758.16
6	REMOVE SIGN TYPE C	2	EACH	\$30.00	2	\$ 60.00
7	REMOVE MAILBOX SUPPORT	2	EACH	\$200.00	2	\$ 400.00
8	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	50	LIN FT	\$1.92	50	\$ 96.00
9	SALVAGE LANDSCAPE ROCK	20	SQ YD	\$11.45	10	\$ 114.50
10	SALVAGE RANDOM RIPRAP	3	CU YD	\$57.84	3	\$ 173.52
11	COMMON EXCAVATION (EV) (P)	4183	CU YD	\$6.96	4,183	\$ 29,113.68
12	MUCK EXCAVATION (EV)	3392	CU YD	\$9.34	5,325	\$ 49,735.50
13	GEOTEXTILE FABRIC TYPE V	240	SQ YD	\$0.54	240	\$ 129.60
14	CALCIUM CHLORIDE SOLUTION	3439	GALLON	\$1.00		\$ -
15	AGGREGATE BASE CLASS 5	1975	TON	\$17.00	1,621	\$ 27,557.00
16	FULL DEPTH RECLAMATION	4170	SQ YD	\$0.57	4,170	\$ 2,376.90
17	SHOULDER BASE AGGREGATE CLASS 2	29	TON	\$54.56	29	\$ 1,582.24
18	MILL BITUMINOUS SURFACE (2")	3	SQ YD	\$33.00	4	\$ 132.00
19	BITUMINOUS MATERIAL FOR TACK COAT	249	GALLON	\$4.00	255	\$ 1,020.00
20	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	600	TON	\$60.18	561.82	\$ 33,810.33
21	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	600	TON	\$60.02	552	\$ 33,131.04
22	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B) 2.5" THICK	58	SQ YD	\$16.50	80	\$ 1,320.00
23	18" RC PIPE APRON	1	EACH	\$935.22	1	\$ 935.22
24	TRASH GUARD FOR 18" PIPE APRON	1	EACH	\$173.22	1	\$ 173.22
25	15" RC PIPE SEWER DESIGN 3006 CLASS V	775	LIN FT	\$21.57	774	\$ 16,695.18
26	18" RC PIPE SEWER DESIGN 3006 CLASS III	28	LIN FT	\$37.98	32	\$ 1,215.36
27	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	9.4	LIN FT	\$364.04	9.4	\$ 3,421.98
28	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48 - 4020	30.0	LIN FT	\$402.99	30.0	\$ 12,089.70
29	CASTING ASSEMBLY	9	EACH	\$680.47	9	\$ 6,124.23
30	GEOTEXTILE FILTER TYPE IV	25.6	SQ YD	\$1.02	25.6	\$ 26.11
31	INSTALL RANDOM RIPRAP	6.8	CU YD	\$65.15	6.8	\$ 443.02
32	CONCRETE CURB AND GUTTER DESIGN B618	1220	LIN FT	\$12.75	1,181	\$ 15,057.75
33	6" CONCRETE DRIVEWAY PAVEMENT	25	SQ YD	\$65.00	23	\$ 1,495.00
34	MAILBOX	2	EACH	\$164.50	3	\$ 493.50
35	MAILBOX SUPPORT	2	EACH	\$107.25	3	\$ 321.75
36	INSTALL LANDSCAPE ROCK	20	SQ YD	\$22.90	10	\$ 229.00
37	GUIDE POST TYPE B	1	EACH	\$65.00	1	\$ 65.00
38	WIRE FENCE DESIGN 72-9322	348	LIN FT	\$46.00	341	\$ 15,686.00
39	METAL POST EXTENSIONS	56	LIN FT	\$20.00	56	\$ 1,120.00
40	SIGN PANELS TYPE C	59.0	SQ FT	\$34.00	59	\$ 2,006.00
41	SILT FENCE, TYPE MS	1073	LIN FT	\$3.10	1,131	\$ 3,506.10
42	FLOTATION SILT CURTAIN TYPE STILL WATER	189	LIN FT	\$16.10	227	\$ 3,654.70
43	STORM DRAIN INLET PROTECTION	9	EACH	\$250.00	4	\$ 1,000.00
44	SEDIMENT CONTROL LOG TYPE COMPOST	840	LIN FT	\$3.75	780	\$ 2,925.00
45	FERTILIZER TYPE 3	360	POUND	\$0.45	400	\$ 180.00

FINAL PAYMENT
CITY OF EAST BETHEL
185th Avenue, Laurel Road and Lincoln Drive Street Reconstruction Project

Bid Schedule "C" - S.A.P. 203-125-001 - Lincoln Drive N.E. (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
46	SEEDING	0.9	ACRE	\$3,595.00	0.9	\$ 3,235.50
47	SEED MIXTURE 25-121	98	POUND	\$2.95		\$ -
48	SEED MIXTURE 25-131	44	POUND	\$1.85	60	\$ 111.00
49	MULCH MATERIAL TYPE 4	0.2	ACRE	\$5,685.00	0.2	\$ 1,137.00
50	EROSION CONTROL BLANKETS CATEGORY 2	3291	SQ YD	\$1.15	3,291	\$ 3,784.65
51	4" SOLID LINE WHITE - PAINT	2285	LIN FT	\$0.27	2,251	\$ 607.77
52	4" DOUBLE SOLID LINE YELLOW - PAINT	1105	LIN FT	\$0.56	1,066	\$ 596.96
53	4" SOLID LINE WHITE - EPOXY	2285	LIN FT	\$0.41	2,285	\$ 936.85
54	4" DOUBLE SOLID LINE YELLOW - EPOXY	1105	LIN FT	\$0.82	1,105	\$ 906.10
Total Bid Schedule "C"						\$ 286,569.58

Bid Schedule "D" - Miscellaneous Construction

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$119,326.00	1.00	\$ 119,326.00
2	CONSTRUCT ACCESS ROAD	1	LUMP SUM	\$16,112.00	1.00	\$ 16,112.00
3	TRAFFIC CONTROL	1	LUMP SUM	\$7,750.00	1.00	\$ 7,750.00
4	TRAFFIC CONTROL SUPERVISOR	1	LUMP SUM	\$1,500.00	1.00	\$ 1,500.00
5	STABILIZED CONSTRUCTION EXIT	1	LUMP SUM	\$2,000.00		\$ -
6	EROSION CONTROL	1	LUMP SUM	\$500.00	1.00	\$ 500.00
Total Bid Schedule "D"						\$ 145,188.00

Total Bid Schedule "A" - S.A.P. 203-122-001 - 185th Avenue NE	\$ 551,267.81
Total Bid Schedule "B" - S.A.P. 203-123-001 - Laurel Road N.E.	\$ 46,064.56
Total Bid Schedule "C" - S.A.P. 203-125-001 - Lincoln Drive N.E.	\$ 286,569.58
Total Bid Schedule "D" - Miscellaneous Construction	\$ 145,188.00
Bituminous Wear Course Density Disincentive	\$ 3,772.31
Bituminous Wear Course Density Incentive	\$ 1,257.43
Total Work Completed to Date	\$ 1,026,575.07
Less Pay Estimate #1	\$ 213,762.91
Less Pay Estimate #2	\$ 554,598.54
Less Pay Estimate #3	\$ 89,562.10
Less Pay Estimate #4	\$ 30,380.01
Less Pay Estimate #5	\$ 97,610.98
WE RECOMMEND FINAL PAYMENT OF:	\$ 40,660.53

APPROVALS:

CONTRACTOR: PETERSON COMPANIES

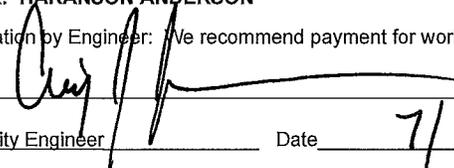
Certification by Contractor: I certify that all items and amounts are correct for the work completed to date.

Signed: 

Title: Project Manager Date 7/19/16

ENGINEER: HAKANSON ANDERSON

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

Signed: 

Title: City Engineer Date 7/22/16

OWNER: CITY OF EAST BETHEL

Signed: _____

Title: _____ Date _____



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Consent Of Surety to Final Payment

Bond No. 106307136

PROJECT: *(Name and address)*

185th Avenue, Laurel Road and Lincoln Drive Street Reconstruction Project and 2015 Street Overlay Projects in East Bethel, MN

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: **Construction**

OWNER:

ARCHITECT:

CONTRACTOR:

SURETY:

OTHER:

TO OWNER: *(Name and address)*

**City of East Bethel
2241 - 221st Ave. NE
East Bethel, MN 55011**

CONTRACT DATED: **7/22/2015**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

**Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183**

, SURETY,

on bond of

(Insert name and address of Contractor)

**Peterson Companies, Inc.
8326 Wyoming Trail
Chisago City, MN 55013**

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

**City of East Bethel
2241 - 221st Ave. NE
East Bethel, MN 55011**

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **July 19, 2016**

(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of America

(Surety)

By: _____

(Signature of authorized representative)

Attest: _____

(Seal): **Melinda Blodgett, Surety Account Representative**

Lin Ulven, Attorney-in-Fact

(Printed name and title)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230689

Certificate No. 006835625

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John E. Tauer, R. W. Frank, Craig Remick, Rachel Thomas, Nicole Stillings, Joshua R. Loftis, Brian J. Oestreich, Sandra M. Doze, Jerome T. Ouimet, D. R. Dougherty, Jack Cedarleaf II, Kurt C. Lundblad, Melinda C. Blodgett, R. C. Bowman, R. Scott Egginton, Ted R. Jorgensen, Emily Keiser, and Lin Ulven

of the City of Minneapolis, State of Minnesota, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 22nd day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature: Marie C. Tetreault]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

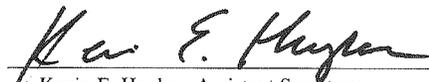
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of July, 2016.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

MINNESOTA · REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-713-729-600
 Submitted Date and Time: 22-Jul-2016 9:35:23 AM
 Legal Name: PETERSON COMPANIES INC
 Federal Employer ID: 41-1934913
 User Who Submitted: jmillier@petersoncompanies.net
 Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 306036736
 Minnesota ID: 4235858
 Project Owner: CITY OF EAST BETHEL
 Project Number: 15191F 203-122,123,125-001
 Project Begin Date: 29-Jul-2015
 Project End Date: 16-Jun-2016
 Project Location: 185TH AVE, LAUREL RD, LINCOLN DR STREET RECONSTRUCTION, WYOMING, MN
 Project Amount: \$1,239,196.21

Subcontractor Summary

Name	ID	Affidavit Number
AAA STRIPING SERVICE CO	6290097	876658688
BADGER DAYLIGHTING CORT	1775076	2029600768
CURB MASTERS INC	2207114	585375744
MID STATE RECLAMATION INC	1719563	224575488
RELIABLE TREE SERVICE INC	2967276	1529987072
RUM RIVER CONTRACTING INC	1657255	842743808
TRANSIGNAL LLC	1237595	1521074176

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.

MINNESOTA REVENUE

Contractor Affidavit Submitted



Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 2-011-268-672
 Submitted Date and Time: 14-Jul-2016 9:27:45 AM
 Legal Name: AAA STRIPING SERVICE CO
 Federal Employer ID: 41-0997871
 User Who Submitted: Ann Elsenpeter
 Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 876658688
 Minnesota ID: 6290097
 Project Owner: CITY OF EAST BETHEL
 Project Number: SAP 203-122-01 ETC
 Project Begin Date: 09-Oct-2015
 Project End Date: 09-Jun-2016
 Project Location: 185TH AVENUE EAST BETHEL
 Project Amount: \$7,446.10
 Subcontractors: No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

How to View and Print this Request

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[Click here to go to the History Tab](#)

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MINNESOTA • REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-829-873-216
Submitted Date and Time: 22-Jul-2016 8:51:54 AM
Legal Name: BADGER DAYLIGHTING CORP
Federal Employer ID: 88-0411466
User Who Submitted: dburner00
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 2029600768
Minnesota ID: 1775076
Project Owner: CITY OF EAST BETHEL
Project Number: 15177F (203-122, 123, 124)
Project Begin Date: 01-Jun-2016
Project End Date: 30-Jun-2016
Project Location: EAST BETHEL, MN
Project Amount: \$1,180.00
Subcontractors: No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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MINNESOTA · REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-246-875-712
Submitted Date and Time: 13-Jul-2016 3:38:24 PM
Legal Name: CURB MASTERS INC
Federal Employer ID: 41-1606037
User Who Submitted: Linda H
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: **585375744**
Minnesota ID: 2207114
Project Owner: CITY OF EAST BETHEL
Project Number: 15177F -203-122,123,125-001
Project Begin Date: 23-Sep-2015
Project End Date: 02-Oct-2015
Project Location: 185TH AVE, LAUREL RECONSTRUCT EAST BETHEL
Project Amount: \$60,777.25
Subcontractors: No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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From: [Brenda Petsch](#)
To: [Janelle Miller](#)
Subject: IC-134 East Bethel
Date: Thursday, July 14, 2016 12:14:01 PM
Attachments: [image001.png](#)

As requested.
Thanks



Brenda Petsch

Office (952) 985-5555 Direct (952) 985-6142

From: MN Revenue e-Services [mailto:eservices.mdor@state.mn.us]
Sent: Thursday, July 14, 2016 12:13 PM
To: Brenda Petsch
Subject: Your Recent Contractor Affidavit Request

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Completed

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-860-535-872
Submitted Date and Time: 14-Jul-2016 12:12:39 PM
Legal Name: MID STATE RECLAMATION INC
Federal Employer ID: 39-1727526
User Who Submitted: brendapetsch
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 224575488
Minnesota ID: 1719563
Project Owner: CITY OF EAST BETHEL
Project Number: 15177F (203-122,123,125-001)
Project Begin Date: 07-Aug-2015
Project End Date: 07-Aug-2015
Project Location: 185TH AVE, LAUREL, EAST BETHEL
Project Amount: \$6,964.87
Subcontractors: No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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How to View and Print this Request

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This message and any attachments are solely for the intended recipient and may contain nonpublic / private data. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us and immediately and permanently delete this message and any attachments. Thank you.

From: [Lynn Olson](#)
To: [Janelle Miller](#)
Subject: FW: Your Recent Contractor Affidavit Request
Date: Wednesday, July 13, 2016 2:13:32 PM

Hi Janelle,

Please see IC134 form below.

Thank you,

Lynn Olson – President

Reliable Tree Service, Inc. / 36644 Hwy 65 NE / PO Box 32 / Cambridge, MN 55008
Office: 763-691-1979 / Cell: 763-691-5168 / Fax: 763-691-1467

From: MN Revenue e-Services [mailto:eservices.mdor@state.mn.us]
Sent: Wednesday, July 13, 2016 2:12 PM
To: lynnreliabletree@aol.com
Subject: Your Recent Contractor Affidavit Request

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-699-808-832
Submitted Date and Time:	13-Jul-2016 2:12:11 PM
Legal Name:	RELIABLE TREE SRVC INC
Federal Employer ID:	41-1671547
User Who Submitted:	ReliableTree
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1529987072
Minnesota ID:	2967276
Project Owner:	CITY OF EAST BETHEL
Project Number:	15191F
Project Begin Date:	03-Aug-2015
Project End Date:	28-Sep-2015
Project Location:	185TH AVE STREET RECON - EAST BETHEL, MN
Project Amount:	\$10,250.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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MINNESOTA REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-342-437-952
Submitted Date and Time: 13-Jul-2016 10:01:34 AM
Legal Name: RUM RIVER CONTRACTING INC
Federal Employer ID: 41-1713456
User Who Submitted: rumriver
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 842743808
Minnesota ID: 1657255
Project Owner: CITY OF EAST BETHEL
Project Number: 1504
Project Begin Date: 15-Sep-2015
Project End Date: 30-May-2016
Project Location: 185TH AVE
Project Amount: \$430,867.71
Subcontractors: No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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MINNESOTA • REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-285-064-256
 Submitted Date and Time: 14-Jul-2016 10:56:40 AM
 Legal Name: TRANSIGNAL LLC
 Federal Employer ID: 27-0790401
 User Who Submitted: 1237595
 Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1521074176
 Minnesota ID: 1237595
 Project Owner: CITY OF EAST BETHEL,
 Project Number: SAP 203-122-001
 Project Begin Date: 14-Jul-2015
 Project End Date: 28-Aug-2015
 Project Location: 185TH & LAUREL RECONSTRUCTION
 Project Amount: \$17,974.25
 Subcontractors: No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: AAA Striping Service Co.
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$2,820.79), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 3rd day of December, 20 15.

Name of VENDOR: AAA Striping Service Co.

By: *Ann Elserpeter*

Title: Owner/Officer/Partner (Please Circle One)

Address: _____



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Aggregate Industries
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$177.81), the receipt of which hereby acknowledges:

- 1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 10th day of November, 2015.

Name of VENDOR: Aggregate Industries

By: [Signature]

Title: Credit Supervisor (Please Circle One)

Address: 2815 Dodd Rd. #101, Fagan, MN 55121



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Brock White Company, LLC
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$668.20), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 25 day of Jan, 20 16.

Name of VENDOR: Brock White Company, LLC

By: John Bill Credit Analyst

Title: Owner/Officer/Partner (Please Circle One)

Address: Brock White Company, LLC
2575 Kasota Avenue
Saint Paul, MN 55108-1504



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Brock White Company, LLC
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$6,971.70), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 24 day of September, 20 15.

Name of VENDOR: Brock White Company, LLC

By: John Smith

Title: Owner/Officer/Partner (Please Circle One)

Address: Brock White Company, LLC
2575 Kasota Avenue
Saint Paul, MN 55108-1504



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Cemstone Products
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$1,510.47), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 6th day of November, 2015.

Name of VENDOR: Cemstone Products

By: [Signature]

Title: Owner/Officer/Partner/Credit Manager (Please Circle One)

Address: Cemstone Products Company
Cemstone Ready Mix Co.
2025 Centre Pointe Blvd. 300
Mendota Heights, MN 55120



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Classic Construction
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$1,216.75), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 3rd day of Dec., 20 15.

Name of VENDOR: Classic Construction

By: [Signature]

Title: Owner/Officer/Partner (Please Circle One)

Address: 18542 Ulysses St. NE
East Bethel, MN 55011



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

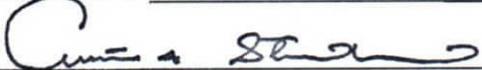
VENDOR: Classic Construction
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$6,298.00), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 5th day of Nov., 20 15.

Name of VENDOR: Classic Construction

By: 

Title: Owner/Officer/Partner (Please Circle One)

Address: 18542 Ulysses St. NE
East Bethel, MN 55011



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Curb Masters, Inc.
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$57,161.00), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 5th day of November, 20 15.

Name of VENDOR: Curb Masters, Inc.

By: [Signature]

Title: Owner/Officer/Partner (Please Circle One)

Address: 496 Farwell Ave
So St Paul, MN 55075



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: ESS Brothers & Sons, Inc.
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$2,468.82), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 22 day of January, 20 16.

Name of VENDOR: ESS Brothers & Sons, Inc.

By: _____

Title: Owner/Officer/Partner (Please Circle One)

Address: 9350 County Road 19
Oporetto MN 55357



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: ESS Brothers & Sons, Inc.
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$12,039.94), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 10 day of November, 20 15.

Name of VENDOR: ESS Brothers & Sons, Inc.

By: [Signature]

Title: Owner/Officer/Partner (Please Circle One)

Address: 9350 County Road 19
Loretto MN 55357



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Hjort Excavating, Inc.
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$10,599.75), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 10th day of NOV., 20 15.

Name of VENDOR: Hjort Excavating, Inc.

By: [Signature]

Title: Owner/Officer/Partner (Please Circle One)

Address: 7454 140th St
Milaca, MN 56353



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Jamieson Manufacturing Co.
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$5,957.96), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 11th day of December, 2015.

Name of VENDOR: Jamieson Manufacturing Co.

By: [Signature]

Title: Owner/Officer/Partner (Please Circle One)

Address: JAMIESON MANUFACTURING CO.
P.O. Box 769008
Dallas, TX 75376-9008



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Lino Lakes Landscaping, Inc.
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$10,543.00), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 22nd day of JANUARY, 20 16.

Name of VENDOR: Lino Lakes Landscaping, Inc.

By: [Signature]

Title: Owner/Officer/Partner (Please Circle One)

Address: 13400 LEXINGTON AVE

WYOMING, MN 55092



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: M.B.E., Inc.
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$824.00), the receipt of which hereby acknowledges:

- 1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 16th day of November, 2015.

Name of VENDOR: M.B.E., Inc.

By: [Signature]

Title: Owner/Officer/Partner (Please Circle One)

Address:



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Midstate Reclamation, Inc.
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$6,964.87), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 24 day of Sept, 2015.

Name of VENDOR: Midstate Reclamation, Inc.

By: *[Signature]*

Title: Owner/Officer/Partner (Please Circle One)

Address: 21955 Grenada Ave
Lakeville, MN 55044



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: North Pine Aggregate
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$35,497.00), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 5TH day of NOVEMBER, 20 15.

Name of VENDOR: North Pine Aggregate

By: [Signature]

Title: Owner/Officer/Partner (Please Circle One)

Address: 14551 LAKE DRIVE

FOREST LAKE, MN 55025



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Otreмба Contracting
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$14,391.00), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this Friday day of 11-6, 20 15.

Name of VENDOR: Otreмба Contracting

By: *William Otero*

Title: Owner/Officer/Partner (Please Circle One)

Address: 18903 Lexington Ave.
Wyoming Mn. 55092



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Reliable Tree Service, Inc
 CONTRACTOR: Peterson Companies, Inc.
 OWNER: City of East Bethel
 PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$1,662.50), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 3rd day of December, 2015.

Name of VENDOR: Reliable Tree Service, Inc

By: [Signature]

Title: Owner/Officer/Partner (Please Circle One)

Address: PO Box 32
Cambridge, MN 55008



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Reliable Tree Service, Inc
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$8,075.00), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 24 day of September, 2015.

Name of VENDOR: Reliable Tree Service, Inc

By: [Signature]

Title: Owner/Officer/Partner (Please Circle One)

Address: PO Box 32
Cambridge, MN 55008



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Royal Concrete Pipe, Inc.
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$50,316.54), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 5th day of November, 20 15.

Name of VENDOR: Royal Concrete Pipe, Inc.

By: Dave Vogel

Title: Owner/Officer/Partner (Please Circle One)

Address: _____



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Rum River Contracting
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$91,834.75), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 5th day of November, 20 15.

Name of VENDOR: Rum River Contracting

By: Scott E. Hales

Title: Owner Officer Partner (Please Circle One)

Address: 31913 124th St.
Princeton MN 55371



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Rum River Contracting
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$188,797.05), the receipt of which hereby acknowledges:

- 1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 3 day of DECEMBER, 20 15.

Name of VENDOR: Rum River Contracting

By: [Signature]

Title: Owner/Officer/Partner (Please Circle One)

Address: 31913 124th St.
PRINCETON, MN. 55371



70294

RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Shamrock Disposal
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$415.00), the receipt of which hereby acknowledges:

- 1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 27th day of Oct, 2015.

Name of VENDOR: Shamrock Disposal

By: [Signature]

Title: Owner/Officer/Partner (Please Circle One)

Address: 3280-99th Ct NE, Blaine, MN 55449



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Shaw Trucking, Inc.
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$750.00), the receipt of which hereby acknowledges:

- 1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 3 day of Dec, 20 15.

Name of VENDOR: Shaw Trucking, Inc.

By: [Signature]

Title: Owner/Officer/Partner (Please Circle One)

Address: 18530 Buchanan St, E Bethel, MN 5504



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Shaw Trucking, Inc.
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$28,204.24), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 5 day of Nov, 2015.

Name of VENDOR: Shaw Trucking, Inc.

By: [Signature]

Title: Owner/Officer/Partner (Please Circle One)

Address: 18530 Budarian
E Bethel, MN 55011



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: TranSignal LLC
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$4,237.00), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 24 day of September, 20 17.

Name of VENDOR: TranSignal LLC

By: _____

Title: Owner/Officer/Partner (Please Circle One)

Address: 18140 Lane Street NW #120
Ell River, MN 55330



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: TranSignal LLC
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$12,838.54), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 4 day of December, 20 15.

Name of VENDOR: TranSignal LLC

By: [Signature]

Title: Owner/Officer/Partner (Please Circle One)

Address: 18140 Zane St NW #120
Elk River, MN 55330



RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

VENDOR: Twin City Seed Co.
CONTRACTOR: Peterson Companies, Inc.
OWNER: City of East Bethel
PROJECT: 185th Ave, Laurel Rd, Lincoln

For a valuable consideration (in the amount of \$2,565.00), the receipt of which hereby acknowledges:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 24TH day of NOVEMBER, 20 15.

Name of VENDOR: Twin City Seed Co.

By: John [Signature]

Title: Owner/Officer/Partner (Please Circle One)

Address: 7265 WASHINGTON AVE SO.
EDINA, MN 55439

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

RESOLUTION NO. 2016-33

RESOLUTION ACCEPTING WORK

WHEREAS, pursuant to a written contract signed with the City on July 22, 2015, Peterson Companies of Chisago City, Minnesota has satisfactorily completed the 185th Avenue, Laurel Road and Lincoln Drive Street Reconstruction Project in accordance with such contract,

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

The work completed under said contract is hereby accepted and approved, and that the City Administrator and Mayor are authorized to issue a proper order for the final payment on such contract, taking the Contractor's receipt in full.

Adopted this 3rd day of August, 2016 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Steven R. Voss, Mayor

ATTEST:

Jack Davis, City Administrator

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

RESOLUTION NO. 2016-34

**RESOLUTION ACCEPTING AND EXPRESSING APPRECIATION FOR DONATION
OF AUDIO EQUIPMENT FROM BEN GEVING**

WHEREAS, Ben Geving donated two Electro-Voice speakers, two Electro-Voice wireless microphones, mixing board and all the necessary stands and wires to the City of East Bethel and;

WHEREAS, Mr. Geving had previously donated additional audio equipment for use in the East Bethel Ice Arena and;

WHEREAS, Volunteers for the 2016 Booster Day Parade were able to use the donated audio equipment to provide a better Booster Day experience for parade attendees and;

WHEREAS, The City of East Bethel accepts this donation and will use it for future Booster Day Parades and other civic activities;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: The City Council hereby accepts this donation and expresses its thanks and appreciation to Mr. Ben Geving.

Adopted this 3rd day of August, 2016 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Steven R. Voss, Mayor

ATTEST:

Jack Davis, City Administrator

APPLICATIONS COMPLETED FOR TOBACCO LICENSE - 2016

Company	Address	Pymt Rec'd	License #
Above and Beyond Vapor	18447 Hwy. 65 NE, Ste C	X	T2016-012
Coon Lake Market	515 Lincoln Drive NE	X	T2016-001
Cooper's Corner Store	23705 Hwy. 65 NE	X	T2016-002
Cooper's Corner Liquor	23733 Hwy. 65 NE	X	T2016-003
Corner Express	4825 Viking Blvd. NE	X	T2016-004
Go For It (MN Corp) Convenience Store	3255 Viking Blvd NE	X	T2016-005
Go For It (MN Corp) Liquor Store	3255 Viking Blvd NE	X	T2016-006
Hidden Haven Country Club	20520 Polk St. NE	X	T2016-007
River Country Coop (Super America)	1341 187th Lane NE	X	T2016-008
Route 65 Discount Liquor	18453 Highway 65 NE	X	T2016-009
Route 65 Pub & Grub	18407 Highway 65 NE	X	T2016-010
Wayne's Liquor	21340 Aberdeen Street NE	X	T2016-011

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

RESOLUTION NO. 2016-35

**RESOLUTION PROCLAIMING OCTOBER 2016 AS DOMESTIC VIOLENCE
AWARENESS MONTH**

WHEREAS, the community problem of domestic violence has become a critical public health and welfare concern in Anoka County and the City of East Bethel; and

WHEREAS, domestic violence is a crime, the commission of which will not be tolerated in Anoka County and the City of East Bethel, and perpetrators of said crime are subject to prosecution and conviction in accordance with the law; and

WHEREAS, over thousands of women and children have and will continue to access assistance from Alexandra House, Inc., a domestic violence service provider; and

WHEREAS, domestic violence will be eliminated through community partnerships of concerned individuals and organizations working together to prevent abuse while at the same time effecting social and legal change; and

WHEREAS, October is National Domestic Violence Awareness Month; and

WHEREAS, during National Domestic Violence Awareness Month, Anoka County and the City of East Bethel organizations will inform area residents about domestic violence, its prevalence, consequences and what we, as a concerned community can do to eliminate its existence.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST BETHEL, MINNESOTA THAT: October 2016 is proclaimed Domestic Violence Awareness Month.

Adopted this 3rd day of August, 2016 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Steven R. Voss, Mayor

ATTEST:

Jack Davis, City Administrator

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

RESOLUTION NO. 2016-36

**RESOLUTION SETTING THE ELECTION CANVASSING BOARD MEETING DATE FOR
THE 2016 GENERAL ELECTIONS**

WHEREAS, The City Council as the Election Canvassing Board, is required to canvass the results of the general election between the 3rd and 10th day following general election per Minn. Stat. §204C.33, subd. 1; §205.185, subd. 3.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: The City Council as the Election Canvassing Board will convene on Wednesday, November 16, 2016, beginning at 6:45 PM to consider the 2016 General Election results.

Adopted this 3rd day of August, 2016 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Steven R. Voss, Mayor

ATTEST:

Jack Davis, City Administrator



City of East Bethel City Council Meeting Agenda Information

Date:

August 3, 2016

Agenda Item Number:

Item 7.0 A.1

Agenda Item:

July Planning Commission Report

Requested Action:

Information Item

Background Information:

The East Bethel Planning Commission met on August 26, 2016 to consider the following items on their agenda:

- A Public Hearing was conducted for a Subdivision Concept/Preliminary Plat for Prairie Ridge Estates. This proposed subdivision is located on a 41.67 acre tract at the southwest corner of 229th Ave. and Bataan Street and would contain 10 lots ranging in size from 2.19 acres to 5.88 acres. There are no new streets planned for this subdivision. All lots will have driveways off Bataan St or 229th (Anoka County 26). Lots 1&2 and 3&4 will share a common driveway entrances on the County Road 26 (229th Ave.). Each lot will have its own septic system and well and all available utilities will be provided to each lot.

The applicant for the plan/plat approval is Steve Strandland, Carrington Development LLC, and the owner of the property is George Rogers. The sale of the property is pending approval of the plat.

Staff is working with Mr. Strandland on matters relating to the proposed private drive entrances on 229th Ave., comments from the City Engineer and an agreement on the application of park dedication fees.

The proposed plat is provided in Attachment 5

The Planning Commission unanimously recommended approval of the concept plan/preliminary plat base on conditions for City Council consideration. This item could be scheduled for the August 17, 2016 City Council Meeting pending completion of those outstanding items described above.

- A public hearing was conducted at the July 26, 2016 meeting and revisions relating to a re-definition of Light Industrial Use, inclusion of additional and revised performance standards, clarification of prohibited uses and alignment of the City Ordinance with the City Comprehensive Plan were approved for City Council consideration. The Planning

Commission has been discussing these changes at meetings on May 24, 2016, a Special City Council meeting on June 8, 2016, and June 28, 2016.

The proposed changes are included in Attachments 1-4.

This proposed revision of the City Code maybe presented to the City Council at the August 17, 2016 meeting unless Council desires further discussion of the proposed changes.

- The Planning Commission also discussed the Green Step Cities Program, but no action was taken on this item.

Attachments:

Attachments 1-4, Proposed Ordinance Changes

Attachment 5– Concept Plan/Preliminary Plat

Recommendations:

No action is required

City Council Action:

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

SECTION 48. - LIGHT INDUSTRIAL (I) DISTRICT

1. - ~~Purpose.~~ PURPOSE

The light industrial (I) district is intended and designed to provide areas of the city suitable for activities and uses that are commercial and general services related and/or of a light industrial nature. These are areas that have the prerequisites for industrial development, but because of proximity to residential areas or the need to protect certain areas or uses from adverse influences, high development standards will be necessary. ~~It is further intended that light industrial and related commercial uses be the predominate use of land within the light industrial district.~~ The Light Industrial District is intended and designed to provide areas of the City suitable for activities and uses that are industrial in nature. Industrial uses within this district are limited to those that do not generate noise, odor, vibration, or other discharge discernable from areas outside the parcel on which the use is located. This category is aimed towards industrial uses that are lower in intensity of activity such as offices, warehousing, research laboratories, and light manufacturing.

2. - ~~Permitted uses.~~ PERMITTED USES

A. Uses allowed in the B-2 and B-3 districts.

B. Brewery and taproom as regulated under Section _____ City Code Chapter 6, Sections 51, 52, and 63.

~~D. Medical science uses.~~

~~I. Wholesaling.~~

~~B.C.~~ Industrial condominium/multi-tenant structure.

~~J. Adult uses.~~

~~L. Construction sales and service.~~

~~G.D.~~ Manufacturing, light – excluding those uses that generate any discernable discharge that cannot be maintained on the site and any use that requires any outside manufacturing activities.

~~E. Motor vehicle service station with minor or major repairs.~~

F. Office.

~~D.G.~~ Public facilities, fire stations, substations, government buildings ~~Essential services, government.~~

~~E.H. Recreation—Public.~~

I. Repair services, except for businesses related to passenger vehicles and trucks

~~F.J.~~ Research facility.

~~E.~~ Retail sales, incidental to manufacturing, of products manufactured, assembled, or warehoused on the premises, provided no more than twenty five -(25) percent of the building is used for retail space.

~~G-K.~~ Self-service storage.

~~H-L.~~ Warehousing and distribution.

~~I-M.~~ Other similar uses to those permitted in this section as determined by the zoning administrator. Planning Commission and approved by the City Council.

3. - ~~Accessory uses.~~ ACCESSORY USES

A. Fuel tanks as regulated by the Uniform Fire code

B. Trash enclosure service structure.

C. Other uses customarily associated with a permitted use as determined by the Planning Commission and approved by the city council City Council-Council.

4. - ~~Conditional uses.~~ CONDITIONAL USES

A. Adult Uses – as regulated under Section 10-5

B. Commercial and public radio and television transmission and public utility microwave antenna.

C. Construction sales and services

~~Daycare facility—Licensed.~~

~~Detached accessory structure.~~

~~Drive thru services.~~

~~Essential services—Utility substations.~~

D. Exterior storage as regulated under Section 24

E. kennel, commercial as regulated under East Bethel Code of Ordinances, Chapter 10

F. Maintenance facilities directly associated with the primary business and contained inside the principal structure.

~~Nursing home.~~

~~Place of worship~~

~~Recreation—Commercial.~~

~~Residential care facility—Serving seven or more persons.~~

~~School, specialty.~~

G. Telecommunication facilities as regulated under Section 16

H. Two or more buildings on same lot provided such buildings relate to the Permitted use -and meeting the requirements of the Minnesota State Building Code.

- I. Other similar uses to those permitted in this section as determined by the ~~planning commission~~ [Planning Commission](#) and ~~city council~~ [approved by the City Council](#).

5. - Interim uses.

~~—Grading activities that move more than 1,000 cubic yards of material per acre. Mining activities as regulated under Chapter 26, Article V.~~

- A. Temporary/seasonal sales as permitted in Section 10. General Development Regulations.
- B. Other uses similar to those permitted in this section as determined by the ~~planning commission~~ [Planning Commission](#) and ~~city council~~ [approved by the City Council](#) .
~~Communication tower.~~

~~6. - Certificate of compliance.~~

[6. Prohibited Uses](#)

- [A. Trucking Terminals](#)
- [B. Slaughterhouses](#)
- [C. Recycling centers](#)
- [D. Auto reduction yards](#)
- [E. Impound lots](#)
- [F. Used car lots](#)

7. - Development regulations.

A. *Minimum lot requirements:*

1)	Lot area:		
	a)	Without sewer and water	10 acres
	b)	With sewer and water	1 acre
2)	Lot width		150 feet
3)	Minimum buildable area		23,000 square feet

B. *Setbacks:*

Attachment #1

1)	Front yard:		
	a)	Local/collector street	40 feet
	b)	Arterial street	50 feet
	c)	State/county street	100 feet
2)	Side yard		10 feet
3)	Rear yard		25 feet, except 60 feet if abutting a residential district

C. Building:

<u>1)</u>	<u>Maximum building height</u>	<u>50 feet from ground level</u>
<u>2)</u>	<u>Minimum building size</u>	<u>5,000 square feet</u>
<u>3)</u>	<u>Maximum lot coverage</u>	<u>80 percent</u>

~~C. Maximum building height: Measured to the eave, maximum height of three stories or 30 feet, whichever is less. 50 feet from ground level.~~

~~Minimum building size — 5,000 square feet.~~

~~D. Maximum lot coverage: 80 percent.~~

D. All uses shall comply with all other sections of the East Bethel City Code and be consistent with the City Comprehensive Plan.

(Ord. No. 19, Second Series, 5-5-2010; Ord. No. 28, Second Series, 12-1-2010)

SECTION 24. - EXTERIOR STORAGE

1. - Exemptions.

All products, materials, and equipment, except as specifically described in this ordinance, shall be stored within permitted structures or completely screened from view of adjoining properties and the public right-of-way except for the following:

- A. Off-street parking of licensed passenger automobiles and personal or commercial vehicles of less than 12,000 pounds gross vehicle weight rating (GVWR) in designated driveway or parking area.
- B. Off-street parking of vehicles and recreational vehicles that are permitted according to the provisions of this ordinance and any other city ordinance.
- C. Clothes lines, antennae, air conditioners in working condition, outdoor grills, play equipment, ornaments and monuments.
- D. Landscaping materials and equipment may be stored on a lot if these are used on the lot within a period of three months.

2. - Inoperable vehicles and refuse materials.

- A. Passenger automobiles and trucks not currently licensed by the state, or which are incapable of movement under their own power due to mechanical deficiency, which are parked or stored outside for a period in excess of 96 hours, and all materials stored outside in violation of the city ordinances, are considered refuse or junk and shall be disposed of according to city regulations.
- B. Any accumulation of refuse not stored in containers that comply with city ordinances, or any accumulation of refuse including car parts which has remained on a property for more than one week, is hereby declared to be a nuisance and may be abated by order of the zoning administrator or building official. The cost of removal shall be recovered in accordance with the city ordinances and state law.
- C. Repairable vehicles shall be stored in a designated storage area and not be visible from the public right-of-way or adjacent properties.

3. - A, RR, R-1, and R-2 residential districts.

- A. All personal property shall be stored within a building or be fully screened so as not to be visible from adjoining properties and public streets, except for the following:
 - 1. ~~1)~~ Play and recreational equipment.
 - 2. ~~2)~~ Stacked firewood for the burning supply of the property resident shall be stored in the side yard or the rear yard at a minimum of five feet from the property line.
 - 3. ~~3)~~ Agricultural equipment and materials, if these are used or intended for use on the premises within a period of 12 months.
- B. A maximum of five motor vehicles, or recreational vehicles, or boat/trailer combinations, or snowmobile/trailer combinations, or items of lawn equipment, or items of construction equipment with a weight limit of 20,000 GVWR, or other equipment or trailers, or any combination thereof, may be stored outside of structures at any time. The storage of recreational

vehicles, items of equipment, or trailers must be on the driveway of the residence or within an outside storage area located in a side or rear yard. The storage area shall be screened from the public right-of-way and from adjacent lots. Motor vehicles stored outside on a designated driveway must maintain and display current licensing and registration and must be operational and roadworthy.

- C. Up to two automobiles or other motor vehicles or two snowmobiles or all-terrain vehicles may be located or displayed on any property for the purpose of sale, but such a vehicle, snowmobile, or all-terrain vehicle may not be so located or displayed more than on three separate occasions during any calendar year. The location or display to public view of an automobile or other motor vehicle or snowmobile or an all-terrain vehicle with a telephone number, an address, or the words "For Sale" affixed on the vehicle shall be evidence that the motor vehicle is located or displayed for the purpose of sale.

4. - I district.

A. Exterior Storage is permitted in I-1 districts as a Conditional Use permit and subject to the following conditions:

1. A.—Exterior storage shall be limited to the rear yard and ~~an area occupying no more than 50 percent of the rear yard and~~ shall not be allowed within the required setbacks, public right-of-way, private access easement, or within the required parking area.
2. Maximum amount of exterior storage cannot exceed the square footage of the Principal building.
3. Exterior storage cannot exceed 12 feet in height
4. Construction yards are exempt from exterior storage requirements as outlined in Section 24, 4-A, provided they are located in the rear yard behind the principal building and occupying no more than 50 percent of the rear yard and shall not be allowed within the required setbacks, public right-of-way, private access easement, or within the required parking area.

- B. Screening of the exterior storage shall be installed and maintained along all property lines. The screening shall not be less than ~~five~~six feet in height and shall preclude vision through the barrier.

1. Screening to be achieved through a combination of masonry walls, fencing, berming, and landscaping.
2. All screening shall meet the regulations in Section 23. Screening Requirements [Regulations].
3. All equipment and materials within the storage area shall be arranged in a neat and orderly manner.

C. Exterior Display in I-1 districts.

1. D.—The area occupied by exterior display shall not exceed 30 percent of the gross floor area of the principal building on the property.
2. E.—Exterior display and sale of merchandise shall not occur within 50 percent of the setback nearest a street.
3. F.—Additional parking spaces shall be provided based upon the exterior display and sale area.

D. Prohibited storage

1. ~~G.~~ Accessory storage containers, as defined in Section 01. General Provisions of Administration, shall not be permitted.

E. Parking

1. Up to three commercial vehicles, such as delivery and service trucks up to 20,000 GVWR, may be parked without screening if the vehicles relate to the principal use. Vehicles over 20,000 GVWR, construction equipment, and trailers shall require screening.
2. Semi trucks and trailers shall not be considered part of outside storage if they are used in the normal business commerce and do not exceed the number of docks and or bay doors.

5. - B-3 district.

A. Exterior Storage is permitted in B-3 districts as a Conditional Use permit and subject to the following conditions:

1. Exterior storage shall be limited to the rear yard and shall not be allowed within the required setbacks, public right-of-way, private access easement, or within the required parking area.
2. Maximum amount of exterior storage cannot exceed the square footage of the Principal building.
3. Exterior storage cannot exceed 12 feet in height

B. Screening of the exterior storage shall be installed and maintained along all property lines. The screening shall not be less than ~~five~~ six feet in height and shall preclude vision through the barrier. Screening to be achieved through a combination of masonry walls, fencing, berming, and landscaping.

1. All screening shall meet the regulations in Section 23. Screening Requirements [Regulations].

2. ~~C.~~ All equipment and materials within the storage area shall be arranged ~~in a neat and orderly manner.~~

C. Exterior Display in B-3 districts.

1. ~~D.~~ The area occupied by exterior display shall not exceed 30 percent of the gross floor area of the principal building on the property.
2. ~~E.~~ Exterior display and sale of merchandise shall not occur within 50 percent of the setback nearest a street.
3. ~~F.~~ Additional parking spaces shall be provided based upon the exterior display and sale area.

A. Prohibited storage

1. ~~G.~~ Accessory storage containers, as defined in Section 01. General Provisions of Administration, shall not be permitted.

B. Parking

-
1. Semi trucks and trailers shall not be considered part of outside storage if they are used in the normal business commerce and does not exceed the number of docks and or bay doors.

~~Exterior storage is permitted with a conditional use permit (CUP).~~

- ~~B. Approved exterior storage shall be limited to an area occupying no more than 50 percent of the rear yard, and shall not be allowed within the required setbacks, public right-of-way, private access easement, or within the required parking area.~~
- ~~C. All equipment and materials within the storage area shall be arranged in a neat and orderly manner.~~
- ~~D. The area occupied by exterior display shall not exceed 30 percent of the gross floor area of the principal building on the property.~~
- ~~E. Exterior display and sale of merchandise shall not occur within 50 percent of the setback nearest a street.~~
- ~~F. Additional parking spaces shall be provided based upon the exterior display and sale area.~~
- ~~G. Accessory storage containers, as defined in Section 01. General Provisions of Administration, shall not be permitted.~~
- ~~H. Screening of the exterior storage shall be installed and maintained along all property lines. The screening shall not be less than five feet in height and shall preclude vision through the barrier. All screening shall meet the regulations in Section 23. Screening Requirements [Regulations].~~

6. - B-2 district.

A. Exterior storage is permitted with a CUP.

1. B. Approved exterior storage shall be limited to an area no more than 100 square feet of the rear yard, and shall not be allowed within the required setbacks, public right-of-way, private access easement, or within the required parking area.

-
2. C. Screening of the exterior storage shall be installed and maintained along all property lines. The screening shall not be less than five feet in height and shall preclude vision through the barrier. All screening shall meet the regulations in Section 23. Screening Requirements [Regulations].

-
3. D. All equipment and materials within the storage area shall be arranged in a neat and orderly manner.

B. Exterior Display in B-2 Districts

1. E. The area occupied by exterior display shall not exceed ten percent of the gross floor area of the principal building on the property.

Exterior Display in B-2 Districts

2. ~~F.~~ Exterior display and sale of merchandise shall not occur within 50 percent of the setback nearest a street.

3. ~~G.~~ Additional parking spaces shall be provided based upon the exterior display and sale area.

C. Prohibited Storage

1. ~~H.~~ Accessory storage containers, as defined in Section 01. General Provisions of Administration, shall not be permitted.

7. - B-1 district.

~~A.~~ Exterior storage and exterior displays are not permitted.

A.

B. ~~B.~~ Accessory storage containers, as defined in Section 01. General Provisions of Administration, shall not be permitted.

8. - All zoning districts.

~~A.~~ All outside storage must be accessory to the principal use of the property.

A.

B. ~~B.~~ Except for temporary construction trailers and mobile services operated by public service agencies (i.e., bookmobile, bloodmobiles, etc.) as allowed by the city, and trailers parked in a designated and improved loading area, no vehicle may be used for office, business, manufacturing, testing, or storage of items used with or in a business or commercial enterprise unless an interim use permit has been obtained from the city.

~~C.~~

C. ~~C.~~ The city council may order the owner of any property to cease or modify open storage uses, including existing uses, provided it is found that such use constitutes a threat to the public health, safety, convenience, or general welfare.

(Ord. No. 19, Second Series, 5-5-2010)

SECTION 23. - SCREENING REGULATIONS

1. - General standards.

- A. Screening shall be installed so as to provide a visual barrier. Any such barrier shall reduce visibility in a manner that restricts vision of the object being screened.
- B. Any business, industrial, non-residential uses, and residential dwellings other than detached single-family adjacent to any residential district shall provide screening along the boundary of residential property.
- C. Screening shall consist of a compact evergreen or deciduous hedge and overstory and understory trees of sufficient width and density, or an earth berm of sufficient height to provide effective screening throughout the year. Overstory and understory trees are defined in Section 27. Landscaping Regulations.
- D. A required screening fence shall be constructed of masonry, brick, or wood. Such fence shall provide a solid screening effect and not exceed eight feet in height or be less than six feet in height.
- E. Earth berms shall not have a slope of more than four feet horizontal to one foot vertical or be located within any street right-of-way or within eight feet of the traveled portion of any street or highway.
- F. No screening or buffering shall be located on any public rights-of-way or within eight feet of the traveled portion of any street or highway.
- G. Loading docks shall be screened from all lot lines and public roads.
- H. [Except as provided under Appendix A, Section 24, All-all](#) storage of material and equipment related to, located on, and used by any business, light industrial, or other non-residential use shall be stored inside a building. Exterior storage in business districts that is allowed by other provisions of this ordinance shall be screened from public rights-of-way and adjacent properties.

2. - Screening of mechanical equipment.

- A. All mechanical equipment, such as air conditioning units, erected on the roof of any structure or on the ground, shall be screened so as not to be visible from public rights-of-way and adjacent properties.
- B. The screening shall be constructed with materials that are architecturally compatible with the building.

3. - Screening of trash containers.

- A. Trash and recycling storage facilities which would be visible from public rights-of-way or adjoining property, except those located in parks, shall be screened by an enclosure of masonry or brick construction. Screening gates shall be of solid material such as wood; chain link fencing is not acceptable.
- B. Screening enclosure gates may not be required if the resulting open side of the enclosure does not face an existing or future right-of-way.

4. - [Buffer yards.]

Buffer yards for business, light industrial, and non-residential uses in residential districts, and residential dwellings other than detached single-family shall meet the following requirements:

- A. Where a buffer yard is required for property which abuts residentially zoned property, there shall be within the required setback a landscaped area at least 20 feet in width which shall extend along and be adjacent to the entire length of all common property lines shared with residentially zoned property.
- B. The landscaped area shall contain a double row of evergreen shrubs which, when planted, shall be a minimum of four feet in height with the capability to grow to a minimum height of six feet.
- C. The rows of such shrubs shall be planted in such a manner that a distance of five feet exists between the centerline of each row and that, when viewed perpendicular to the rows, one would observe a shrub planted every 2½ feet on center.
- D. This buffer area shall contain a fence, which fence shall be located entirely on the non-residential lot.
- E. Berms may be constructed the entire length of the buffer yard and shall be continuous or provide the illusion of continuity when viewed from the side and perpendicular to the berm. Earth berms shall not exceed a slope of 4:1.
- F. Some uses may not be required to provide A—E above at the discretion of city council.

Attachment #4

9. - Definitions.

The following words and terms used in this ordinance shall be defined as follows. Words found in this ordinance not defined in this section shall have the meanings customarily assigned to them by any standard dictionary, except where such a meaning is clearly contrary to the intent of this ordinance.

Accessory apartment: An apartment located within a single-family home and is incidental to the principal use to which it is related.

Accessory storage container: A container placed outdoors and used for the storage of goods, materials, or merchandise that is used in connection with a lawful principal or accessory use of the lot. The term "accessory storage container" includes, but is not limited to, containers such as boxcars, semi-trailers, roll-off containers, slide-off containers, railroad cars, piggyback containers, and portable moving and storage containers. The term "accessory storage containers" does not include a garage, barn, or storage shed accessory to a dwelling provided such structure is not of a type designed, equipped, or customarily used for over-the-road transport of goods, materials, or merchandise.

Accessory structure or facility: Any building or improvement clearly subordinate to a principal use such as garages, sheds, or storage buildings located on the same parcel as the principal structure.

Accessory use: A use which is clearly incidental to, customarily found in connection with, and (except in the case of accessory off-street parking spaces or loading) located on the same parcel as the principal use to which it is related. An accessory use includes, but is not limited to, the following:

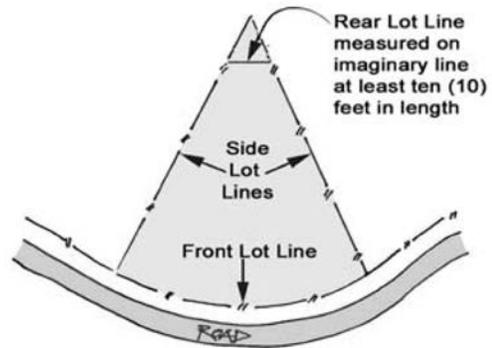
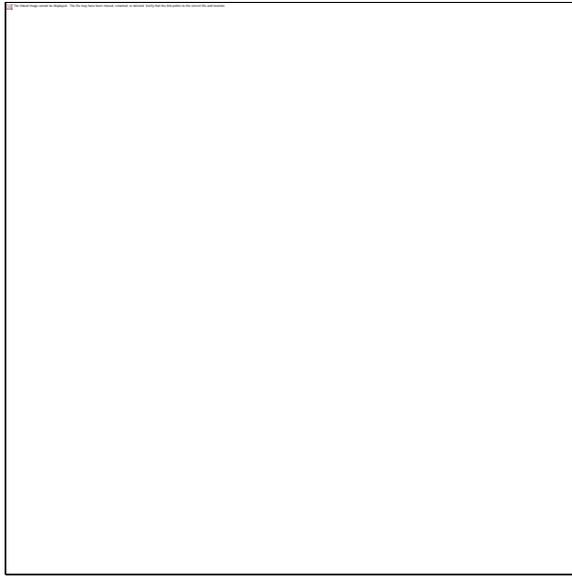
- A. Residential accommodations for servants or caretakers.
- B. Swimming pools and private recreational facilities for the use of the occupants of a residence or their guests.
- C. Residential- or agriculture-related storage in a barn, shed, tool room, or similar accessory building.
- ~~D. A newsstand intended primarily for the convenience of the occupants of a building which is located wholly within such building and has no exterior signs or displays.~~
- E.D. Interior storage of merchandise normally carried in-stock in connection with a business or industrial use unless such storage is excluded in the applicable district's regulations.
- ~~F.E.~~ F.E. Accessory off-street parking spaces, open or enclosed.
- ~~G.F.~~ G.F. Uses clearly incidental to a main use such as, but not limited to, offices of an industrial or commercial complex located on the site of the commercial or industrial complex.

Addition: A physical enlargement of an existing structure, excepting that said physical enlargement shall not be larger than the existing structure.

Adult uses: Adult uses include adult bookstores, adult motion picture theaters, adult motion picture rental, adult mini-motion picture theaters, adult companionship establishments, adult conversation/rap parlors, adult health/sport clubs, adult cabarets, adult novelty businesses, adult motion picture arcades, adult modeling studios, adult hotels or motels, adult body painting studios, and other premises, enterprises, establishments, businesses, or places open to some or all members of the public at or in which there is an emphasis on the presentation, display, depiction, or description of "specified sexual activities" or "specified anatomical areas" which are capable of being seen by members of the public.

Agricultural building: A structure on agricultural land designed, constructed, and used to house farm implements, livestock, or agricultural produce or products used by the owner, lessee, or sub-lessee of the building and members of their immediate families, their employees, and persons engaged in the pickup or delivery of agricultural produce or products.

Agricultural business, seasonal: A seasonal business not exceeding six months in any calendar year operated on a rural farm offering for sale to the general public produce or any derivative thereof grown or raised on the property.



Lot of record, buildable: Any lot which is individually owned and has been recorded in the Office of the Anoka County Recorder as having the minimum area and minimum road frontage required by this ordinance for a building site in the district in which such lot is located.

Lot, through: Any lot other than a corner lot that abuts more than one street or street right-of-way. On a through lot, all property lines abutting the street right-of-way shall be considered the front lines.

Lot width: The shortest distance between lot lines measured at the midpoint of the building line.

[Manufacturing, light – Establishments involved in the manufacture, processing, fabrication, packing, assembly or compounding of products where the process involved is usually completely enclosed and without adverse environmental effects.](#)

Manufactured home: A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used as a dwelling, with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein; the term includes any structure which meets all the requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary of the United States Department of Housing and Urban Development and complies with the standards established under Minn. Stats. ch. 327.

Manufactured home park: Any site, lot, field, or tract of land upon which two or more occupied manufactured homes are located, either free of charge or for revenue purposes, and shall include any building, structure, tent, vehicle, or enclosure used or intended for use as part of the equipment of the manufactured home park.

Master development plan: A concept plan of an area adopted by the city council which includes single and/or multiple ownerships of parcel(s) that relate through common objectives and design elements.

Materials recovery: The collection, storage, sorting, separation, processing, sale, use, or reuse of discarded materials, substances, or products contained within or derived from waste.

Medical uses: Those uses concerned with the diagnosis, treatment, and care of human beings.

Mining: The excavation, removal, storage, or processing of sand, gravel, rock, soil, clay, or other deposits in excess of one acre.

Mixed municipal solid waste: Garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates creates for collection. Auto hulks, street sweepings, ash, construction debris, industrial wastes, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, used oil, and other materials collected, processed, and disposed of as separate waste streams are not included.

TITLE SHEET

~of~ PRAIRIE RIDGE ESTATES
 ~for~ CARRINGTON DEVELOPMENT, LLC



NORTH

GRAPHIC SCALE



1 INCH = 100 FEET

DEVELOPER

CARRINGTON DEVELOPMENT, LLC
 STEVE STRANGLUND
 P.O. Box 169
 EAST BETHEL, MN 55011
 (612) 221-4476

OWNER

GEORGE A. & MARION H. ROBERT TRUST
 GEORGE J. ROBERTS, EXECUTOR
 3626 ROBLE COURT
 ELDORADO, CA 95762

SHEET INDEX

- T0 TITLE SHEET
- S1 EXISTING CONDITIONS MAP/
CERTIFICATE OF SURVEY
- S2 PRELIMINARY PLAT
- S3 CONCEPT GRADING PLAN



VICINITY MAP

PART OF SEC. 03, TWP. 33, RNG. 23



ANKA COUNTY, MINNESOTA
 (NO SCALE)

Attachment #2

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

DRAWN BY: JEN	JOB NO: 16471PP	DATE: 06/30/16
CHECK BY: JER	SCANNED <input type="checkbox"/>	
1		
2		
3		
NO.	DATE	DESCRIPTION
		BY

EXISTING CONDITIONS MAP / CERTIFICATE OF SURVEY

~of~ PRAIRIE RIDGE ESTATES
~for~ CARRINGTON DEVELOPMENT, LLC

DEVELOPER

CARRINGTON DEVELOPMENT, LLC
STEVE STRANGLUND
P.O. Box 169
EAST BETHEL, MN 55011
(612) 221-4476

OWNER

GEORGE A. & MARION H. ROBERT TRUST
GEORGE J. ROBERTS, EXECUTOR
3626 ROBLE COURT
ELDORADO, CA 95762

PROPERTY DESCRIPTION

(PER ANOKA COUNTY QUIT CLAIM DEED DOC. NO. 1113035)

The Northwest Quarter of the Northwest Quarter of Section 3, Township 33, Range 23, Anoka County, Minnesota, except that part described as follows:

All that part of the Northwest Quarter of the Northwest Quarter of Section 3, Township 33, Range 23, Anoka County, Minnesota that lies south of the following described line: Beginning at a point on the east line of said Northwest Quarter of the Northwest Quarter distant 24.52 feet north of the southeast corner thereof; thence west to a point on the west line of said Northwest Quarter of the Northwest Quarter distant 21.47 feet north of the southwest corner thereof and there terminating.

AREA

TOTAL AREA = 41.67 ACRES

EXISTING ZONING

RR-RURAL RESIDENTIAL

NOTES

- Field survey work was completed by E.G. Rud and Sons, Inc. on 06-29-16.
- Bearings shown are on Anoka County Coordinate System.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Contours shown are a combination of MN/GEO Lidar Topography and field work performed by E.G. Rud & Sons, Inc.
- Fee ownership is vested in Roberts G A & M H Trustees Parcel ID Number: 03-33-23-22-0001.
- Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain.), according to Flood Insurance Rate Map Community No. 270012 Panel No. 0089 Suffix E by the Federal Emergency Management Agency, effective date December 16, 2016.
- Wetland delineation by Earth Science in June of 2016.

SOIL LEGEND

lw = Isanti fine sandy loam
SbB = Sartell fine sand, 2 to 6 percent slopes
SbC = Sartell fine sand, 6 to 12 percent slopes
ZmB = Zimmerman fine sand, 1 to 6 percent slopes
ZmC = Zimmerman fine sand, 6 to 12 percent slopes



VICINITY MAP

PART OF SEC. 03, TWP. 33, RNG. 23



ANOKA COUNTY, MINNESOTA
(NO SCALE)



NORTH

GRAPHIC SCALE



1 INCH = 100 FEET

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- ⊙ DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- ⊙ DENOTES ANOKA COUNTY CAST IRON MONUMENT
- x 952.36 DENOTES EXISTING SPOT ELEVATION
- DENOTES GUY WIRE
- DENOTES POWER POLE
- DENOTES SIGN
- ⊙ DENOTES SOIL BORING. (TRADEWELL SOIL TESTING.)
- DENOTES TELEPHONE PEDESTAL
- DENOTES EXISTING CONTOURS
- DENOTES TREE LINE
- DENOTES OVERHEAD WIRE
- DENOTES BITUMINOUS SURFACE
- DENOTES SOILS BOUNDARY LINE PER ANOKA COUNTY NATIONAL COOPERATIVE SOIL SURVEY

BENCHMARK

ANOKA COUNTY BENCHMARK NO. 3092
AT SE QUADRANT OF C.S.A.H. NO. 26
AND EAST BETHEL BLVD.
ELEV.=927.661 (NAVD88)

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

Jason E. Rud
JASON E. RUD
Date: 6-30-16 License No. 41578

DRAWN BY: JEN	JOB NO: 16471PP	DATE: 06/30/16
CHECK BY: JER	SCANNED <input type="checkbox"/>	
1		
2		
3		
NO. DATE	DESCRIPTION	BY

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PRELIMINARY PLAT

~of~ PRAIRIE RIDGE ESTATES
~for~ CARRINGTON DEVELOPMENT, LLC

DEVELOPER

CARRINGTON DEVELOPMENT, LLC
STEVE STRANGLUND
P.O. Box 169
EAST BETHEL, MN 55011
(612) 221-4476

OWNER

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DEVELOPMENT DATA

PROPOSED NUMBER OF LOTS = 10 LOTS
TOTAL PROPERTY AREA INCLUDING EXISTING RIGHT-OF-WAY = 41.7± ACRES
RIGHT-OF-WAY DEDICATION = 3.03± ACRES
AVERAGE LOT SIZE = 3.87± ACRES

SETBACKS

COUNTY ROAD = 100 FEET
FRONT ROAD = 40 FEET
SIDE YARD = 25 FEET
REAR YARD = 25 FEET

EXISTING ZONING

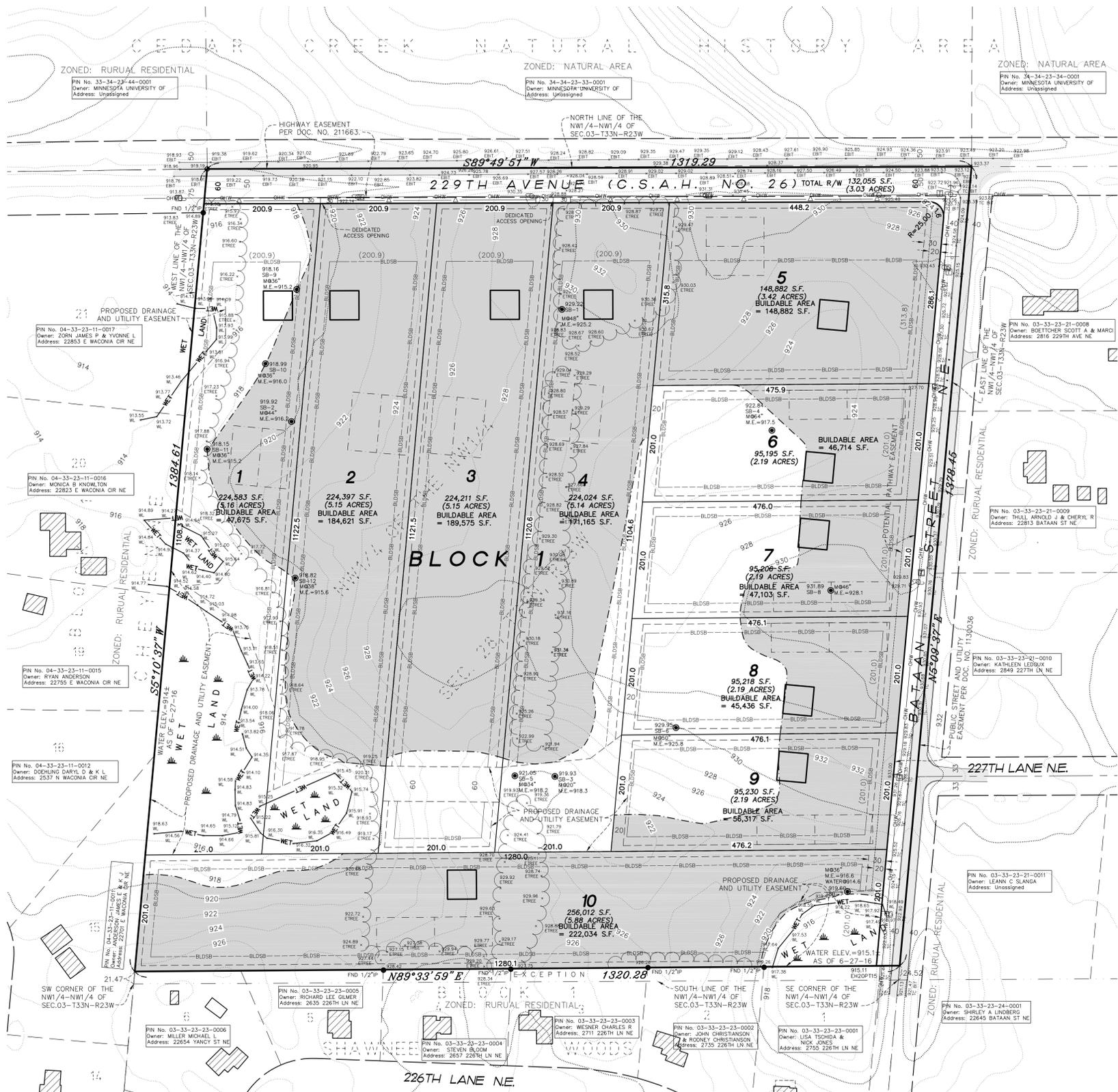
RR-RURAL RESIDENTIAL

PROPOSED ZONING INFORMATION

RR-RURAL RESIDENTIAL
MINIMUM LOT WIDTH = 200 FEET
AT BUILDING SETBACK = 2 ACRES
MINIMUM LOT AREA = 23,000 S.F.

NOTES

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- Contours shown are a combination of MN/GEO Lidar Topography and field work performed by E.G. Rud & Sons, Inc.
- Fee ownership is vested in Roberts G A & M H Trustees
Parcel ID Number: 03-33-23-22-0001.
- Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain), according to Flood Insurance Rate Map Community No. 270012 Panel No. 0089 Suffix E by the Federal Emergency Management Agency, effective date December 16, 2016.
- Wetland delineation by Earth Science in June of 2016.



VICINITY MAP

PART OF SEC. 03, TWP. 33, RNG. 23

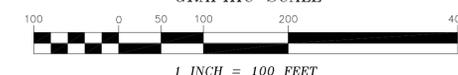


ANOKA COUNTY, MINNESOTA
(NO SCALE)



NORTH

GRAPHIC SCALE

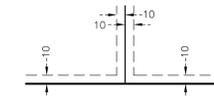


1 INCH = 100 FEET

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES ANOKA COUNTY CAST IRON MONUMENT
- DENOTES EXISTING SPOT ELEVATION
- DENOTES GUY WIRE
- DENOTES POWER POLE
- DENOTES SIGN
- DENOTES SOIL BORING. (TRADEWELL SOIL TESTING.)
- DENOTES TELEPHONE PEDESTAL
- DENOTES EXISTING CONTOURS
- DENOTES TREE LINE
- DENOTES OVERHEAD WIRE
- DENOTES BITUMINOUS SURFACE
- DENOTES ADJACENT PARCEL OWNER INFORMATION (PER ANOKA COUNTY TAX INFORMATION)
- DENOTES POSSIBLE BUILDING SITE
- DENOTES POSSIBLE DRAINFIELD LOCATION
- DENOTES PROPOSED DEDICATED ACCESS TO ANOKA COUNTY
- DENOTES PROPOSED BUILDING SETBACK LINE
- DENOTES BUILDABLE AREA (3 FEET OR GREATER SEPARATION TO MOTTLED SOIL)

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET WIDE ON EACH SIDE OF ALL LOT LINES UNLESS OTHERWISE SHOWN ON THIS PLAT.

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

JASON BLUM

Date: 6-30-16 License No. 41578

BENCHMARK

ANOKA COUNTY BENCHMARK NO. 3092 AT SE QUADRANT OF C.S.A.H. NO. 26 AND EAST BETHEL BLVD. ELEV.=927.661 (NAVD88)

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

DRAWN BY: JEN	JOB NO: 16471PP	DATE: 06/30/16
CHECK BY: JER	SCANNED <input type="checkbox"/>	
1		
2		
3		
NO.	DATE	DESCRIPTION
		BY

CONCEPT GRADING PLAN

~of~ PRAIRIE RIDGE ESTATES
~for~ CARRINGTON DEVELOPMENT, LLC

DEVELOPER

CARRINGTON DEVELOPMENT, LLC
STEVE STRANGLUND
P.O. Box 169
EAST BETHEL, MN 55011
(612) 221-4476

OWNER

GEORGE A. & MARION H. ROBERT TRUST
GEORGE J. ROBERTS, EXECUTOR
3626 ROBLE COURT
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PROPERTY DESCRIPTION

(PER ANOKA COUNTY QUIT CLAIM DEED DOC. NO. 1113035)

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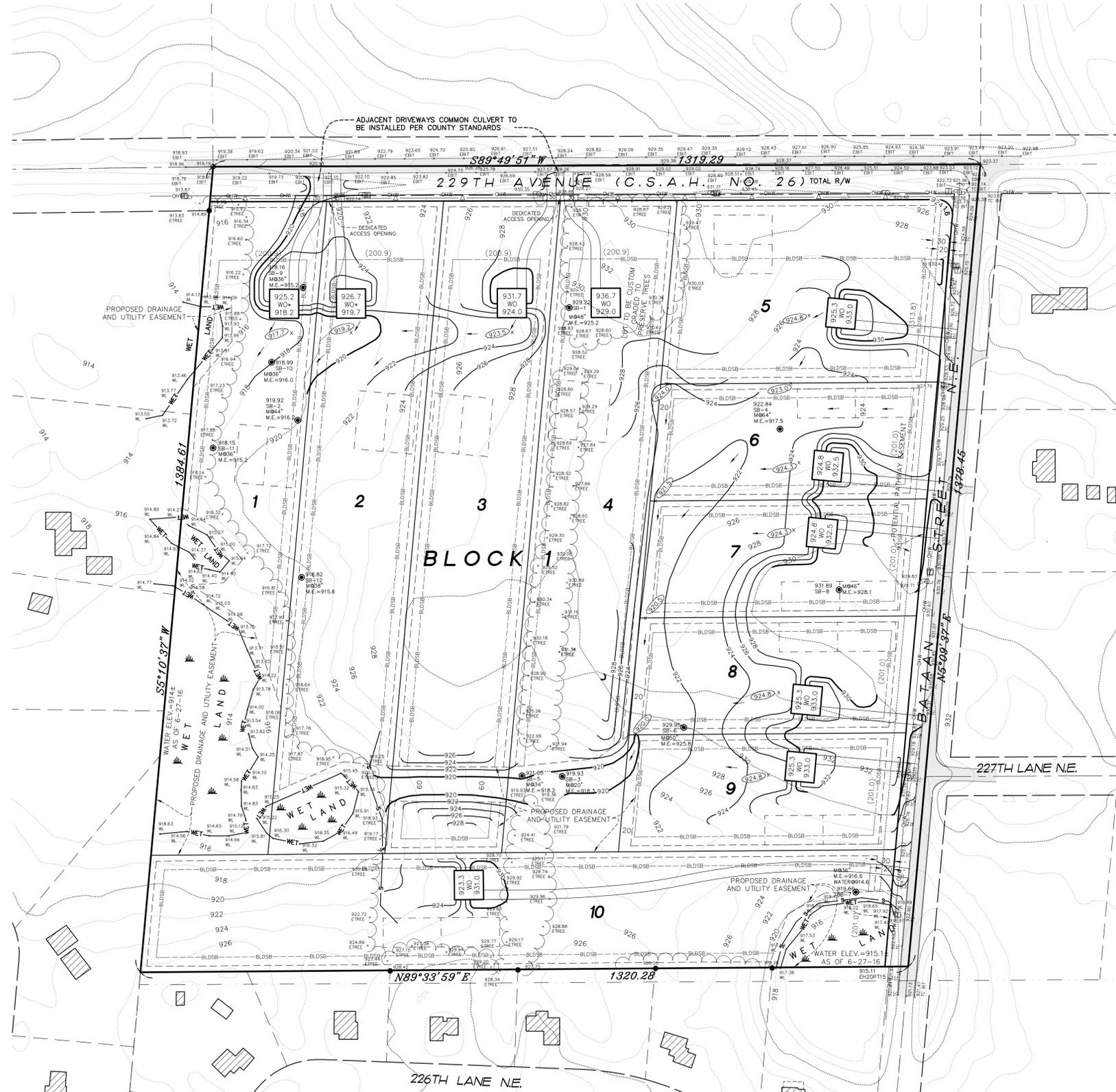
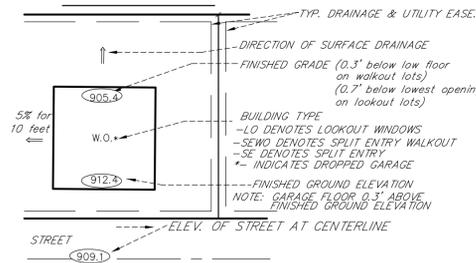
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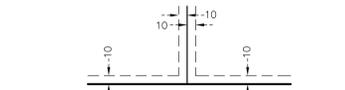
EROSION CONTROL / REVEGETATION SPECS.

- PRIOR TO ROUGH GRADING, INSTALL SILT STOP FENCE IN LOCATIONS SHOWN. ADDITIONAL SILT STOP FENCE WILL BE REQUIRED WHERE LOCAL CONDITIONS REQUIRE. INSTALL TREE PROTECTION AS DEEMED NECESSARY BY THE CITY FORESTER PRIOR TO ANY GRADING.
- ANY GRADING SHALL PROCEED ON AN AREA BY AREA BASIS TO MINIMIZE UNCOMPLETED AREAS.
- AS EACH AREA OUTSIDE THE STREET IS GRADED, PROVIDE NATIVE TOPSOIL, SEED, AND MULCH ANCHORED WITH A STRAIGHT SET DISC WITHIN SEVEN DAYS AFTER ROUGH GRADING.
- MAINTAIN AND REPAIR SILT STOP FENCES (INCLUDING REMOVAL OF ACCUMULATED SILT) UNTIL VEGETATION IS ESTABLISHED.
- SEE "STORM WATER POLLUTION PREVENTION PLAN" FOR ADDITIONAL EROSION CONTROL NOTES AND SITE SEQUENCING.

TYPICAL LOT



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



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

JASON F. RUD
Date: 6-30-16 License No. 41578

DRAWN BY: JEN	JOB NO: 16471PP	DATE: 06/30/16	
CHECK BY: JER	SCANNED <input type="checkbox"/>		
1			
2			
3			
NO.	DATE	DESCRIPTION	BY

VICINITY MAP

PART OF SEC. 03, TWP. 33, RNG. 23



ANOKA COUNTY, MINNESOTA
(NO SCALE)



NORTH

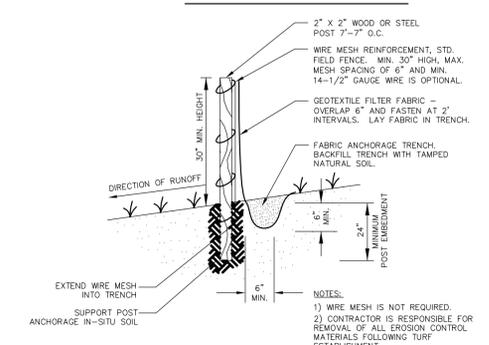
GRAPHIC SCALE



LEGEND

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- DENOTES OVERHEAD WIRE
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- DENOTES POSSIBLE DRAINFIELD LOCATION
- DENOTES PROPOSED DEDICATED ACCESS TO ANOKA COUNTY
- DENOTES PROPOSED BUILDING SETBACK LINE
- DENOTES DIRECTION OF DRAINAGE
- DENOTES PROPOSED SPOT ELEVATION
- DENOTES PROPOSED SILT FENCE

SILT FENCE DETAIL



- NOTES:
- WIRE MESH IS NOT REQUIRED.
 - CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL EROSION CONTROL MATERIALS FOLLOWING TURF ESTABLISHMENT.

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

BENCHMARK
ANOKA COUNTY BENCHMARK NO. 3092
AT SE QUADRANT OF C.S.A.H. NO. 26
AND EAST BETHEL BLVD.
ELEV.=927.661 (NAVD88)



City of East Bethel City Council Meeting Agenda Information

Date:

August 3, 2016

Agenda Item Number:

Item 8.0 C.1

Agenda Item:

Phase I Service Road Easement Acquisition

Requested Action:

Consider easement acquisition for the Phase I Service Road Project by means other than negotiated purchase or dedication.

Background Information:

The City has completed or has tentatively scheduled the signing of all easement/right of way deeds for Phase I Service Road Project with the exception of one party. Negotiations with this individual have reached an impasse.

Staff will continue to make every effort to resolve this issue by Wednesday, August 3, 2016. In the event that no agreement can be reached, the last signature required to secure all the easements may have to be obtained by legal means.

The City was able to acquire all the other easements for the Phase I Service Road Project through plat dedication, parcel acquisition and negotiated easement purchases. The final easement deed has been signed by five of the six owners but one of the owners has refused the City offer and is not open to continue the discussion.

The City Attorney will outline the process of obtaining the final easement as it pertains to this situation.

Attachments:

Attachment 1 - Resolution 2016-37

Attachment 2 – Exhibit A, Location Map

Recommendations:

The City Attorney will provide a recommendation as to the process of acquisition and Staff will request approval of Resolution 2016-37 to initiate this process.

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

RESOLUTION NO. 2016-37

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

**A RESOLUTION APPROVING AND AUTHORIZING ACQUISITION, AND IF
NECESSARY, CONDEMNATION OF EASEMENTS FOR STREET AND UTILITY
IMPROVEMENTS**

WHEREAS, the City staff has outlined and provided the City Council plans for the improvement of streets and extension of utilities within the city of East Bethel; and,

WHEREAS, acquisition of easements, both temporary and permanent, are required for the extension of city street and utilities in the area to be served; and,

WHEREAS, City staff has been engaged in negotiations with the affected property owners to secure the necessary real estate rights to facilitate the city project, and have been unable to successfully conclude negotiations with all the affected property interests; and,

WHEREAS, City Council determines that it is necessary and feasible for the City to pursue the proposed utility and street improvements, and finds it necessary to authorize City staff and legal counsel to formally pursue acquisition and if necessary, condemnation of the easements for the proposed city street and utility improvements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of East Bethel, as follows:

1. That the City Attorney and City staff are authorized to pursue direct acquisition and if necessary, condemnation of all real estate interests in order to facilitate the extension of city street and utility and stormwater improvements as it affects real property identified in the attached Exhibit A, with legal descriptions of easements to be acquired as set forth in the attached Exhibit B, the same being incorporated by reference herein.

2. That upon acquisition of the real estate interest, the Mayor or and City Administrator are authorized to execute the necessary easements.

3. Appraisals for damages to the subject takings are hereby approved as the official appraisals of the City.

4. City staff and legal counsel are hereby authorized to take all necessary steps to acquire possession of the subject property pursuant to the quick-take provisions of Minnesota Statutes Chapter 117.052.

This resolution was declared duly passed and adopted by the City Council for the City of 3rd this day of August 2016.

Steven R. Voss, Mayor

ATTEST:

Jack Davis
City Administrator

Exhibit A

Pictorial Depiction of Area of Taking

Exhibit B

Legal Description of Interests to be Acquired

PERPETUAL EASEMENT LEGAL DESCRIPTION

A permanent easement for drainage and utility purposes over, under and across that part of the Northeast Quarter of the Southeast Quarter of Section 30, Township 33, Range 23, Anoka County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Southeast Quarter; thence South 02 degrees 16 minutes 13 seconds East assumed bearing along the east line of said Northeast Quarter of the Southeast Quarter a distance of 811.15 feet to the point of beginning of the easement to be described; thence South 65 degrees 37 minutes 49 seconds West a distance of 27.19 feet; thence South 02 degrees 16 minutes 13 seconds East a distance of 32.22 feet; thence North 65 degrees 37 minutes 49 seconds East a distance of 27.19 feet to the east line of said Northeast Quarter of the Southeast Quarter; thence North 02 degrees 16 minutes 13 seconds West along said east line of the Northeast Quarter of the Southeast Quarter a distance of 32.22 feet to the point of beginning.

And

A permanent easement for drainage and utility purposes over, under and across that part of the Northwest Quarter of the Southwest Quarter of Section 29, Township 33, Range 23, Anoka County, Minnesota, described as follows:

Commencing at the northwest corner of said Northwest Quarter of the Southwest Quarter thence South 02 degrees 16 minutes 13 seconds East assumed bearing along the west line of said Northwest Quarter of the Southwest Quarter a distance of 893.23 feet to the north line of the South 426.00 feet of said Northwest Quarter of the Southwest Quarter; thence South 89 degrees 23 minutes 50 seconds East along the north line of said South 426.00 feet of the Northwest Quarter of the Southwest Quarter a distance of 80.10 feet to the intersection with a line that is parallel with and distant 80.00 feet East of said west line; thence North 02 degrees 16 minutes 13 seconds West along said last described parallel line a distance of 31.55 feet to the point of beginning of the easement to be described; thence continue North 02 degrees 16 minutes 13 seconds West a distance of 309.71 feet; thence Northerly along a tangential curve concave to the east a distance of 4.94 feet, said curve having a radius of 260.00 feet and a central angle of 01 degrees 05 minutes 20 seconds; thence North 88 degrees 49 minutes 07 seconds East not tangent to last described curve a distance of 23.76 feet; thence South 27 degrees 29 minutes 16 seconds East a distance of 307.20 feet; thence South 74 degrees 31 minutes 50 seconds West a distance of 158.88 feet to the point of beginning.

And

A 80.00 foot wide permanent easement for roadway, drainage and utility purposes over, under and across that part of the Northwest Quarter of the Southwest Quarter of Section 29, Township 33, Range 23, Anoka County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Northwest Quarter of the Southwest Quarter; thence South 02 degrees 16 minutes 13 seconds East assumed bearing along the west line of said Northwest Quarter of the Southwest Quarter a distance of 893.23 feet to the north line of the South 426.00 feet of said Northwest Quarter of the Southwest Quarter; thence South 89 degrees 23 minutes 50 seconds East along the north line of said South 426.00 feet of the Northwest Quarter of the Southwest Quarter a distance of 40.05 feet to the intersection with a line that is parallel with and distant 40.00 feet East of said west line to the point of beginning of the centerline to be described; thence North 02 degrees 16 minutes 13 seconds West along said last described parallel line a distance of 339.25 feet; thence Northeasterly along a tangential curve concave to the southeast a distance of 193.16 feet, said curve having a radius of 300.00 feet and a central angle of 36 degrees 53 minutes 30 seconds; thence North 34 degrees 37 minutes 17 seconds East tangent to last described curve a distance of 102.27 feet; thence northerly along a tangential curve concave to the west a distance of 178.21 feet, said curve having a radius of 300.00 feet and a central angle of 34 degrees 02 minutes 06 seconds; thence North 00 degrees 35 minutes 11 seconds East tangent to last described curve a distance of 117.84 feet to a point on the north line of said Northwest Quarter of the Southwest Quarter distant 227.31 feet east of said northwest corner as measured along said north line and said centerline there terminating. The sidelines of said easement are to be prolonged or shortened to terminate on said north line of said South 426.00 feet of the Northwest Quarter of the Southwest Quarter, and said north line of the Northwest Quarter of the Southwest Quarter.

TEMPORARY EASEMENT LEGAL DESCRIPTION

A temporary construction easement over under and across the Northeast Quarter of the Southeast Quarter of Section 30, Township 33, Range 23, Anoka County, Minnesota, lying easterly of a line drawn parallel with and distant 90.00 feet west of the following described Line "C":

Line "C" is described as commencing at the northeast corner of said Northeast Quarter of the Southeast Quarter; thence South 02 degrees 16 minutes 13 seconds East assumed bearing along the east line of said Northeast Quarter of the Southeast Quarter a distance of 893.23 feet to the north line of the South 426.00 feet of the Northwest Quarter of the Southwest Quarter of Section 29 said Township 33, Range 23, Anoka County, Minnesota; thence South 89 degrees 23 minutes 50 seconds East along said north line of the South 426.00 feet of the Northwest Quarter of the Southwest Quarter a distance of 40.05 feet to the intersection with a line drawn parallel with and distant 40.00 feet east of said east line of the Northeast Quarter of the Southeast Quarter and to the point of beginning of said Line "C"; thence North 02 degrees 16 minutes 13 seconds West along said last described parallel line a distance of 339.25 feet; thence Northeasterly along a tangential curve concave to the southeast a distance of 193.16 feet, said curve having a radius of 300.00 feet and a central angle of 36 degrees 53 minutes 30 seconds and said Line "C" there terminating.

And

A temporary easement for construction purposes over, under and across that part of the Northwest Quarter of the Southwest Quarter of Section 29, Township 33, Range 23, Anoka County, Minnesota, which lies easterly of a line drawn parallel with and distant 90.00 feet westerly of the following described Line "A" and it's extensions, and which lies westerly of the following described Line "B" and it's extensions:

Line "A" is described as commencing at the northwest corner of said Northwest Quarter of the Southwest Quarter; thence South 02 degrees 16 minutes 13 seconds East assumed bearing along the west line of said Northwest Quarter of the Southwest Quarter a distance of 893.23 feet to the north line of the South 426.00 feet of said Northwest Quarter of the Southwest Quarter; thence South 89 degrees 23 minutes 50 seconds East along said north line of the South 426.00 feet of the Northwest Quarter of the Southwest Quarter a distance of 40.05 feet to the intersection with a line that is parallel with and distant 40.00 feet East of said west line and to the point of beginning of said Line "A"; thence North 02 degrees 16 minutes 13 seconds West along said last described parallel line a distance of 339.25 feet; thence Northeasterly along a tangential curve concave to the southeast a distance of 193.16 feet, said curve having a radius of 300.00 feet and a central angle of 36 degrees 53 minutes 30 seconds; thence North 34 degrees 37 minutes 17 seconds East tangent to last described curve a distance of 102.27 feet; thence northerly along a tangential

curve concave to the west a distance of 178.21 feet, said curve having a radius of 300.00 feet and a central angle of 34 degrees 02 minutes 06 seconds; thence North 00 degrees 35 minutes 11 seconds East tangent to last described curve a distance of 117.84 feet to a point on the north line of said Northwest Quarter of the Southwest Quarter distant 227.31 feet east of said northwest corner as measured along said north line and said Line "A" there terminating.

Line "B" is described as commencing at the point of beginning of the above described Line "A"; thence South 89 degrees 23 minutes 50 seconds East along said north line of the South 426.00 feet of the Northwest Quarter of the Southwest Quarter a distance of 211.14 feet to the point of beginning of said Line "B"; thence North 00 degrees 36 minutes 10 seconds East a distance of 80.50 feet; thence North 27 degrees 29 minutes 16 seconds West a distance of 293.45 feet; thence northeasterly along a non-tangential curve concave to the southeast a distance of 131.22 feet, said curve having a radius of 210.00 feet a central angle of 35 degrees 48 minutes 10 seconds and a chord that bears North 16 degrees 43 minutes 12 seconds East; thence North 34 degrees 37 minutes 17 seconds East tangent to last described curve a distance of 102.27 feet; thence northerly along a tangential curve concave to the west a distance of 231.67 feet, said curve having a radius of 390.00 feet and a central angle of 34 degrees 02 minutes 06 seconds; thence North 00 degrees 35 minutes 11 seconds East tangent to last described curve a distance of 117.86 feet to the north line of said Northwest Quarter of the Southwest Quarter distant 317.31 feet east of said northwest corner as measured along said north line and said Line "B" there terminating.

EXCEPT that part of said Northwest Quarter of the Southwest Quarter of Section 29, Township 33, Range 23, Anoka County, Minnesota, described as follows:

Commencing at the point of beginning of the above described Line "A"; thence South 89 degrees 23 minutes 50 seconds East along the north line of the South 426.00 feet of the Northwest Quarter of the Southwest Quarter a distance of 40.05 feet to the intersection with a line that is parallel with and distant 80.00 feet East of the west line of said Northwest Quarter of the Southwest Quarter; thence North 02 degrees 16 minutes 13 seconds West along said last described parallel line a distance of 31.55 feet to the point of beginning of the parcel to be described; thence continue North 02 degrees 16 minutes 13 seconds West a distance of 309.71 feet; thence Northerly along a tangential curve concave to the east a distance of 4.94 feet, said curve having a radius of 260.00 feet and a central angle of 01 degrees 05 minutes 20 seconds; thence North 88 degrees 49 minutes 07 seconds East not tangent to last described curve a distance of 23.76 feet; thence South 27 degrees 29 minutes 16 seconds East a distance of 307.20 feet; thence South 74 degrees 31 minutes 50 seconds West a distance of 158.88 feet to the point of beginning.

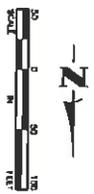
ALSO EXCEPT an 80.00 foot wide strip over, under and across that part of the Northwest Quarter of the Southwest Quarter of Section 29, Township 33, Range 23, Anoka County, Minnesota, lying north of the south 426.00 feet thereof. The centerline of said strip being the above described Line "A".



LEGEND

	RIGHT-OF-WAY (91,958 SQUARE FEET)
	DRAINAGE AND UTILITY EASEMENT (24,428 SQUARE FEET)
	TEMPORARY CONSTRUCTION EASEMENT (84,706 SQUARE FEET)

	EXISTING PROPERTY LINE
	APPROXIMATE WETLAND EDGE
	EXISTING EASEMENT LINE



EASEMENT EXHIBIT
 ANDERSON FAMILY
 CITY OF EAST BETHEL, MINNESOTA





City of East Bethel City Council Meeting Agenda Information

Date:

August 3, 2016

Agenda Item Number:

Item 8.0 G 1

Agenda Item:

Comp Plan Consultant Interviews

Requested Action:

Consider selecting a consultant for the preparation of the City Comprehensive Plan or provide Staff direction as to further action on this matter

Background Information:

On July 27, 2016, the City Council conducted interviews with the four firms that submitted proposals for the City Comprehensive Plan update. The following is a summary of the firms and their experience:

Community Design Group (CDG) – CDG, with offices in Minneapolis, specializes in community, comprehensive and transportation planning. CDGs comprehensive plan team would be led by Antonio Rosell (Director, CDG), Kelsey Fogt (CDG Urban Planner) and Bill Weber (Weber Community Planning). The firm has completed comprehensive plans for several communities, including Waconia and Wyoming, MN.

Houston Engineering, Inc. (HEI) – HEI is based in Fargo, ND and has an office in Maple Grove, MN. They are a multi-discipline consulting company specializing in environmental engineering, water resource management and planning. HEI’s comprehensive plan efforts would be led by Michael Domitrovich (Project Manager), Bart Schultz (Professional Engineer) and Jeff Lutz (Senior Planner). HEI has completed master, trail system and watershed management plans in Anoka County and the Rice Creek Watershed District.

Northwest Associated Consultants, Inc (NAC) – NAC is a local government planning consulting firm based in Golden Valley. They are a planning firm that specializes in working with local governments on comprehensive plan and zoning updates, land use development review and contract planning services. NAC’s Comprehensive plan efforts would led by Stephen Grittman (NAC Principal), and Bob Kirmis (NAC Senior Planner). HEI has completed comprehensive plans for St. Francis, New Hope, Ham Lake and Elko/New Market.

WSB and Associates, Inc. (WSB) – WSB is a multi-disciplined engineering and planning firm headquartered in Minneapolis, MN. Their Community Planning Department specializes in comprehensive plans, master plans, zoning ordinance updates, economic development plans, along with GIS services. WSB’s Comprehensive plan efforts would led by Eric Zweber (Senior Planner, WSB), Bryan Pittman (GIS Specialist), and Karina Heim (Planner). WSB has completed comprehensive plans for Minnetrista, Medina and Elk River.

Attachments:

Proposals from the firms have been submitted to Council

Fiscal Impact:

Estimated costs for consulting services for the comprehensive plan update range from \$40,000 to \$73,505. Costs for the City Engineer’s service for the plan update are estimated to be \$9,500.

Additional services, while not required for completion of the Comprehensive Plan, could include traffic modeling to improve plans for the City road system and Zoning Ordinance review and update. Costs for these services could range from \$15,000 to \$30,000 depending on the scope of the work.

The City has been approved by the MET Council to receive a grant of \$32,000 to be applied to the plan update costs. \$28,000 has been included the 2017 Preliminary Budget for this activity. Committed funds available at this time are \$60,000. If additional funding were required, an amount to be determined could be could be allocated to the project from the EDA budget with Council approval.

In consideration of the selection of the consultant for this work the following basic criteria should be considered in the evaluation of the proposals:

- Planning experience with similar sized Cities that are comparable to East Bethel and the firm’s understanding of the unique qualities of our City
- Experience with MET Council Comprehensive Plan requirements
- Experience with resolution of conflicts between City goals and MET Council Comprehensive Plan requirements
- Ability to involve and engage the public in the development of the Comprehensive Plan
- The firm’s ability to merge the City’s Comprehensive Plan with City’s Economic Development Goals
- The firm’s ability to produce a plan that is grounded in reality
- Insure that firm’s team will be able to compatibly work with City Staff and others in the plan development
- Completion of the plan within an acceptable time frame as determined by the City

Recommendation(s):

The following options can be considered for the Comprehensive Plan consultant selection:

- Recommend a consultant and commence negotiation of the terms and responsibilities of the contract. Final contract approval would be subject to successful completion of an acceptable agreement and cost between both parties;
- Select the top two choices and request follow up interviews or submission of additional material if additional discussion or information is required; or
- Schedule further discussion of the four proposals for an upcoming City Council Meeting or a Work Meeting at a date to be determined.

City Council Action:

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



City of East Bethel City Council Meeting Agenda Information

Date:

August 3, 2016

Agenda Item Number:

Item 8.0 G.2

Agenda Item:

City Administrator Employment Agreement

Requested Action:

Consider extension of the City Administrator Employment Agreement

Background Information:

The employment agreement for the City Administrator is set to expire on December 31, 2016. The proposed Agreement would commence on January 1, 2017 and continue thereafter until December 31, 2018 or until otherwise terminated pursuant to the provisions of the contract. This proposed contract would automatically renew for an additional 2-year period unless either party provides written notice to the other on or before July 1, 2018 of intent not to renew this contract, in which case this contract shall terminate as of December 31, 2018. The employee agrees to remain in the exclusive employ of the City until this contract is terminated.

The new contract is identical to the existing agreement with the exception of calendar changes to reflect the new term of the contract and an exclusion that permits the accumulated sick leave in excess of the maximum allowed in the City Personnel Policy to be paid into a Health Care Savings Plan. The City Administrator position is included in the City Pay Plan receives only those benefits and wage adjustments as provided to any other City employee.

Attachments:

Attachment 1- Employment Agreement with proposed changes

Attachment 2- Employment Agreement, clean copy

Fiscal Impact:

Funds for this position are included in the proposed budget for 2017.

Recommendation(s):

Council is requested to consider the extension of the attached agreement for the term as indicated.

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, made and entered into this ___ day of _____, 2017, by and between the City of East Bethel, State of Minnesota, a municipal corporation, hereinafter referred to as "the City", and Charles L. "Jack" Davis, hereinafter referred to as "Employee."

WHEREAS, the City desires to continue the services of Charles L. "Jack" Davis as City Administrator of the City as provided by the laws of the State of Minnesota and relevant to ordinances of the City of East Bethel; and,

WHEREAS, Employee desires to continue employment as the City Administrator of the City; and;

WHEREAS, it is the desire of the City to provide certain benefits establish certain conditions of employment, and to set working conditions of Employee; and,

WHEREAS, it is the desire of the City to (1) secure and retain the services of the Employee and to provide inducement for Employee to remain in such employment; (2) to make possible full work productivity by assuring Employee's morale; and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and (4) to provide a just means for terminating Employee's services at such time as Employee may be unable to fully discharge Employee's duties due or disability or when the City may desire to otherwise terminate Employee's employment.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1: DUTIES

1.1.1 The City hereby agrees to employ Charles L. "Jack" Davis as City Administrator of said City to perform the function and duties specified in the City Administrator's job description, and to perform duties specified under the ordinances of the City of East Bethel and the laws of the State of Minnesota and, such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.

1.2 **Hours of Employment.** It is recognized that the duties of Employee's position require Employee to devote a great deal of time outside normal business hours, and for that reason Employee may take compensatory time off during normal business hours, consistent with performing Employee's duties as City Administrator.

SECTION 2: TERM, DISCHARGE, TERMINATION AND RESIGNATION

2.1 Term

This AGREEMENT shall commence on ~~June 1st, 2011~~ **January 1, 2017** and continuing thereafter until December 31, ~~2012~~ **2018** or until otherwise terminated pursuant to the provisions of this contract. This contract shall automatically renew for an additional 2-year period unless either party provides written notice to the other on or before July 1, ~~2012~~ **2018** of intent not to renew this contract, in which case this contract shall terminate as of December 31, ~~2012~~ **2018**.

Employee agrees to remain in the exclusive employ of the City until this contract is terminated.

2.2 Discharge.

Nothing in this EMPLOYMENT AGREEMENT shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee (discharge) at any time, subject only to the provisions set forth in Section 2.5 paragraph b and c. of this EMPLOYMENT AGREEMENT. Paragraph 2.3 and 2.4 of this Section shall not be in force if the Employee is found to be unable to discharge assigned duties due to any type of disability or inability to perform up to normal standards of City management as determined by an impartial Board of three members agreed upon by the Employee and the City. If Employee and the City cannot agree on an impartial Board of three members, the matter will be submitted to binding arbitration by a single arbitrator assigned by the American Arbitration Association.

2.3 Resignation.

The Employee agrees to remain in employment with the City for a period of twenty four (24) months from the date hereof. Employee agrees during this time not to seek or accept other offers for employment elsewhere excepting that the employee may seek or solicit other offers of employment within the last 365 days of the term of this contract. Prior to termination of the employment with the City the Employee agrees to assist the City in the necessary search for his replacement making recommendations on same to the City. If the Employee voluntarily resigns his position prior to the scheduled termination of this contract, the severance contained in paragraph 2.5 of this EMPLOYMENT AGREEMENT shall not apply and excepting accrued benefits, no further payments shall be paid to Employee.

For the purposes of this agreement, the Employee shall not be determined to have defaulted or otherwise violated this agreement for accepting or seeking other offers of employment if any one of the following occur:

- a. The Employee receives an adverse annual performance review;
- b. The Employee receives any form of employee sanction or discipline related to the performance of his duties; and,
- c. If the City, at any time, reduces the salary or other financial benefits of the Employee in a greater percentage than in an across the board reduction for all City management employees;
- d. If the Employee receives the suggestion, whether formal or informal, made by 3 of the 5 members of the City Council that he resign or look for work elsewhere;
- e. If the City refuses, following written notice, to comply with the other provisions of this agreement benefiting or affecting the Employee;
- f. If the City formally casts a no confidence vote by 3/5 vote.

2.4 Termination for Cause.

Nothing in this EMPLOYMENT AGREEMENT shall prevent, limit, or otherwise interfere with the right of the City to terminate the Employee for cause. Termination for cause may occur during the term of this EMPLOYMENT AGREEMENT because of: nonperformance of the terms of this agreement; a conviction of the Employee of a crime constituting a felony or gross misdemeanor; or, an act or actions of discrimination or harassment occurring within the work place as determined by a court of competent jurisdiction or by a neutral fact finder appointed by the city to investigate and report on any such allegation(s). In the event of termination for cause, the City shall have no obligation to pay any further payments otherwise due under the terms of the EMPLOYMENT AGREEMENT or severance pay as provided for herein. Termination for cause may not be a result of any reorganization by the City that eliminates the position of City Administrator.

2.5 Terminations and Severance Pay

The Employee may, at his option, be deemed to be "terminated without cause" within the meaning of this agreement upon the occurrence of any of the following:

- a. If the City, at any time, reduces the salary or other financial benefits of the Employee in a greater percentage than in an across the board reduction for all City management employees;
- b. If the Employee resigns following the suggestion, whether formal or informal, made by 3 of the 5 members of the City Council that he resign;
- c. If the City refuses, following written notice, to comply with the other provisions of this agreement benefiting or affecting the Employee;
- d. The Employee's employment shall be terminated if the City formally votes by 3/5 vote to terminate his employment.

In the event that the Employee's employment is terminated by the City as specified by this paragraph, the City agrees to maintain the employee on the city health and dental insurance systems existing as of the date of termination for six (6) months at city cost and pay the Employee a lump sum cash payment as severance pay equal to six (6) months' net (defined as the base wage without incentives, i.e. educational, supplemental wellness program, etc.) salary based on the current salary of the Employee in effect when the notice of termination is provided by the City or when the event of termination as otherwise prescribed above occurs, whichever event occurs first. Said amount shall be payable in addition to any other salary and accrued benefits due the Employee. Additionally employee shall accrue an additional month of severance for every two years of work service he has within his position to a maximum accumulation of 6 years of severance. The accruing severance credit shall be pro-rated to the date of termination. Employee shall receive the equivalent cafeteria contribution from the employer provided to all other employees.

SECTION 3: SALARY

3.1 Salary

The City agrees to pay the Employee for services rendered pursuant hereto an annual salary payable in installments at the same time as other employees of the City are paid. Employee's salary through the term of this contract is as follows:

From the commencement of this contract through the date of termination of this contract, the employee's salary will be based upon an annual base wage of \$129,639 per year paid in established payroll periods as set forth by the City Council from time to time for all employees. The Employee shall receive on January 1, of each year of this contract any salary increase as provided other City employees. ~~a cost of living increase as determined by City Council and a step increase as approved in the City's pay plan~~ Other adjustments to salary and compensation shall be at the discretion and approval of City Council.

3.2 Review

The City shall conduct a review of the Employee's performance on or before August 1st of each year or at another date as may be agreed upon by the employee and the City Council. The performance review shall not presume an adjustment in salary other than is provided for above.

SECTION 4: AUTOMOBILE AND OTHER EXPENSES

4.1 Automobile.

Ownership of a private automobile and current/valid driver's licensure is required of the Employee as a condition of employment under this contract. Employee will be compensated for automobile mileage and usage incurred on behalf of City business at the current IRS reimbursement mileage rate. Mileage records compliant with Internal Revenue Code requirements shall be maintained by the employee and shall be provided to the City monthly. Employee is encouraged to utilize City vehicles when available for City business. Other expenses incurred by employee as are authorized by the city council such as seminars, conferences, meals and lodging incurred in pursuit of city business shall be reimbursed to the employee upon the employee providing the receipts therefore to the City Finance Director.

SECTION 5: PROFESSIONAL DEVELOPMENT

5.1 Professional Associations

The City may budget and, in its discretion, provide for the registration, travel, lodging, and reasonable expenses of the Employee for professional official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the City.

SECTION 6: HEALTH, DENTAL AND LIFE INSURANCE

6.1 The City agrees to pay the Employee's costs to participate in the City's medical, dental, life insurance and disability insurance programs at the same rate as other employees. ~~The City shall not participate in the cost of private insurance owned and maintained by the employee~~^[MV1].

SECTION 7: RETIREMENT

7.1 The City is a municipality defined in Minnesota State Statutes, Chapter 475, and is a Public Employee Retirement Association (PERA) participating member. The City Administrator has elected to participate in the PERA retirement program the same as with any other City employee.

SECTION 8: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

8.1 Other Conditions

The City shall fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this EMPLOYMENT AGREEMENT, the duties traditionally associated with the office City Administrator pursuant to the City's ordinances, the City Code, or any other applicable law.

8.2 Fringe Benefits

Except as may be otherwise herein provided to the contrary, all provisions of the City Code and regulations and rules of the City relating to retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to any other employees of the City. As to those benefits specifically provided for within the terms of this contract, the same shall not be duplicated or augmented by existing City programs for fringe benefits to employees. Employee shall not be eligible for longevity paid benefits within the City.

8.3 Vacation, Sick Leave and Personal Days

- ~~(i)~~ ~~Commencing June 1, 2011 the Employee shall annually receive fifteen (15) vacation days, accruing at 1.25 vacation days per month for the purposes of any separation disbursement to be used during the term of this EMPLOYMENT AGREEMENT. The rate of accrual and the ability to accrue vacation days shall be subject to the existing policies of the City and any other agreements in place with the Employee.~~
- ~~(ii)~~ ~~Employee shall earn one (1) sick day per month to be used during the term of this EMPLOYMENT AGREEMENT. The rate of accrual and the ability to accrue sick days shall be subject to the existing policies of the City.~~
- ~~(iii)~~ (i) The City Administrator shall be afforded vacation, sick leave and personal days in accordance with the provisions of the City's Personnel Policies as any other employee.
- ~~(iv)~~ (ii) The City Administrator shall be allowed to accumulate sick leave beyond the amounts as provided in the City Personnel Policy. Any amounts over the maximum accumulation shall be paid out to the Employee at 50% of the excess accrual and amounts shall be paid into a HCSP as established by the City. The payout amount will be determined on November 30th of each year and be retroactive to January 1, 2016^[MV2].

8.4 Indemnification

The City shall defend and indemnify the City Administrator for damages, including punitive damages, claimed or levied against the City Administrator, provided that (1) he was acting in the performance of duties of his position; and (2) he was not guilty of malfeasance in office or willful neglect of duty. The City may compromise and settle, without the consent of the City Administrator, any claim if the City feels it is in the best interest to settle the matter. In any event, the City will pay any settlement or judgment and all costs for legal representation.

8.5 Bonding

The City shall pay the cost of any bonds required of the City Administrator under any law of circumstance.

SECTION 9: GENERAL PROVISIONS

9.1 Assignments and Subcontracts

None of the sums due, or about to become due, nor any of the work to be performed under this EMPLOYMENT AGREEMENT by Employee shall be assigned to any third party without the prior written consent of the City.

9.2 Applicable Law

This EMPLOYMENT AGREEMENT shall be deemed to have been entered into and shall be construed and governed, except with respect to conflict of laws, in accordance with the laws of the State of Minnesota.

9.3 Waivers

Failure to either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this EMPLOYMENT AGREEMENT or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future exercise of such right, but the obligation of the other party with respect to such future performance shall continue in full force and effect.

9.4 Severability

The invalidity or unenforceability of any particular provision of this EMPLOYMENT AGREEMENT shall not affect the other provisions, and this EMPLOYMENT AGREEMENT shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted.

9.5 Amendments

This EMPLOYMENT AGREEMENT may not be amended, modified, released, discharged, supplemented, interpreted, or changed in any manner except by written instrument signed by duly authorized representatives of both parties.

9.6 Headings

The headings utilized herein are provided as aids in referencing provisions of this EMPLOYMENT AGREEMENT, but shall not be utilized in interpretation, or construction of the terms and conditions herein.

9.7 Merger

This EMPLOYMENT AGREEMENT and any Attachment (when signed by both parties), contain the entire and only understanding or agreement between the parties in relation to the subject matter hereof. Any representations, provision, undertakings, or condition hereof not contained herein shall be of no effect and shall not be binding on either party.

9.8 Force Majeure

Neither party shall be liable or deemed to be in default for any delay or failure to perform under this EMPLOYMENT AGREEMENT resulting, directly or indirectly, from any cause beyond reasonable control, including, but not limited to war, fire, riot, insurrection, and acts of God.

9.9 Applicability of Personnel Policies and Resolutions

Except where specifically abridged or modified by this agreement, personnel policies as defined and set forth for employees of the City of East Bethel shall apply to this Employee.

9.10 Other Terms and Conditions of Employment

(i) The City Council and the Employee may mutually agree to any other terms and conditions of employment of Employee as they may mutually deem appropriate from time-to-time provided such terms and conditions are not inconsistent with the provisions of this agreement, the laws of the State of Minnesota, the ordinances of the City, or any other applicable laws.

(ii) All provisions of the City Code, and regulations and rules of the City relating to fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other employees of the City, except as herein provided.

9.11. NOTICES.

a. Address of Record. Each party agrees to keep the other informed of an address of record for correspondence and notices under this Agreement, as well as relevant telephone numbers for oral notices.

b. Initial Address. The initial address of record for each party shall be:

The City:

City of East Bethel
2241 221st Avenue NE

East Bethel, MN 55011

Copy to:

Mark J. Vierling
Eckberg, Lammers, Briggs, Wolff & Vierling P.L.L.P
1835 Northwestern Ave.
Stillwater, MN 55082

Administrator:

Charles L. "Jack" Davis
29457 Dahlia St. NW
Isanti, MN 55040

Copy to:

C. Change of Address. Each party's address of record shall be that which is specified in subsection B. above until and unless the other party receives notification of change in writing. Each party will promptly notify the other of any such change.

D. Future Notices. If notice of a change of address is properly given in writing pursuant to this Section, all future notices hereunder shall be given to the new name and/or address specified in the most recent such notice properly given.

E. Other Required Notices. Notice required by operation of an applicable code, statute, ordinance or regulation shall be given as required therein, but a duplicate copy of such notice shall be given as specified in paragraph F. or G. below.

F. Delivery of Notices. Notices pursuant to this Agreement may be given by deposit in the custody of the United States Postal Service, postage prepaid, certified or registered mail, return receipt requested. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process.

G. Effective Date. Notice shall be deemed given as of the date of personal service or three (3) days following the date of deposit of such written notice in the course of transmission in the United States Postal Service, properly addressed and mailed as required herein.

IN WITNESS WHEREOF, the City of East Bethel on a vote of its City Council has caused this EMPLOYMENT AGREEMENT to be signed and executed in its behalf by its Mayor and duly attested by its Deputy Clerk and the Employee has signed this EMPLOYMENT AGREEMENT, both in duplicate, day and years first written above.

City of East Bethel

Steve Voss, Mayor

Charles L. "Jack" Davis

ATTEST:

Carrie Frost, Administrative Assistant

Approved as to form:

Mark Vierling, City Attorney

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, made and entered into this ___ day of _____, 2017, by and between the City of East Bethel, State of Minnesota, a municipal corporation, hereinafter referred to as "the City", and Charles L. "Jack" Davis, hereinafter referred to as "Employee."

WHEREAS, the City desires to continue the services of Charles L. "Jack" Davis as City Administrator of the City as provided by the laws of the State of Minnesota and relevant to ordinances of the City of East Bethel; and,

WHEREAS, Employee desires to continue employment as the City Administrator of the City; and;

WHEREAS, it is the desire of the City to provide certain benefits establish certain conditions of employment, and to set working conditions of Employee; and,

WHEREAS, it is the desire of the City to (1) secure and retain the services of the Employee and to provide inducement for Employee to remain in such employment; (2) to make possible full work productivity by assuring Employee's morale; and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and (4) to provide a just means for terminating Employee's services at such time as Employee may be unable to fully discharge Employee's duties due or disability or when the City may desire to otherwise terminate Employee's employment.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1: DUTIES

1.1.1 The City hereby agrees to employ Charles L. "Jack" Davis as City Administrator of said City to perform the function and duties specified in the City Administrator's job description, and to perform duties specified under the ordinances of the City of East Bethel and the laws of the State of Minnesota and, such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.

1.2 **Hours of Employment.** It is recognized that the duties of Employee's position require Employee to devote a great deal of time outside normal business hours, and for that reason Employee may take compensatory time off during normal business hours, consistent with performing Employee's duties as City Administrator.

SECTION 2: TERM, DISCHARGE, TERMINATION AND RESIGNATION

2.1 Term

This AGREEMENT shall commence on January 1, 2017 and continuing thereafter until December 31, 2018 or until otherwise terminated pursuant to the provisions of this contract. This contract shall automatically renew for an additional 2-year period unless either party provides written notice to the other on or before July 1, 2018 of intent not to renew this contract, in which

case this contract shall terminate as of December 31, 2018. Employee agrees to remain in the exclusive employ of the City until this contract is terminated.

2.2 Discharge.

Nothing in this EMPLOYMENT AGREEMENT shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee (discharge) at any time, subject only to the provisions set forth in Section 2.5 paragraph b and c. of this EMPLOYMENT AGREEMENT. Paragraph 2.3 and 2.4 of this Section shall not be in force if the Employee is found to be unable to discharge assigned duties due to any type of disability or inability to perform up to normal standards of City management as determined by an impartial Board of three members agreed upon by the Employee and the City. If Employee and the City cannot agree on an impartial Board of three members, the matter will be submitted to binding arbitration by a single arbitrator assigned by the American Arbitration Association.

2.3 Resignation.

The Employee agrees to remain in employment with the City for a period of twenty-four (24) months from the date hereof. Employee agrees during this time not to seek or accept other offers for employment elsewhere excepting that the employee may seek or solicit other offers of employment within the last 365 days of the term of this contract. Prior to termination of the employment with the City the Employee agrees to assist the City in the necessary search for his replacement making recommendations on same to the City. If the Employee voluntarily resigns his position prior to the scheduled termination of this contract, the severance contained in paragraph 2.5 of this EMPLOYMENT AGREEMENT shall not apply and excepting accrued benefits, no further payments shall be paid to Employee.

For the purposes of this agreement, the Employee shall not be determined to have defaulted or otherwise violated this agreement for accepting or seeking other offers of employment if any one of the following occur:

- a. The Employee receives an adverse annual performance review;
- b. The Employee receives any form of employee sanction or discipline related to the performance of his duties; and,
- c. If the City, at any time, reduces the salary or other financial benefits of the Employee in a greater percentage than in an across the board reduction for all City management employees;
- d. If the Employee receives the suggestion, whether formal or informal, made by 3 of the 5 members of the City Council that he resign or look for work elsewhere;
- e. If the City refuses, following written notice, to comply with the other provisions of this agreement benefiting or affecting the Employee;
- f. If the City formally casts a no confidence vote by 3/5 vote.

2.4 Termination for Cause.

Nothing in this EMPLOYMENT AGREEMENT shall prevent, limit, or otherwise interfere with the right of the City to terminate the Employee for cause. Termination for cause may occur during the term of this EMPLOYMENT AGREEMENT because of: nonperformance of the terms of this agreement; a conviction of the Employee of a crime constituting a felony or gross misdemeanor; or, an act or actions of discrimination or harassment occurring within the work place as determined by a court of competent jurisdiction or by a neutral fact finder appointed by the city to investigate and report on any such allegation(s). In the event of termination for cause, the City shall have no obligation to pay any further payments otherwise due under the terms of the EMPLOYMENT AGREEMENT or severance pay as provided for herein. Termination for cause may not be a result of any reorganization by the City that eliminates the position of City Administrator.

2.5 Terminations and Severance Pay

The Employee may, at his option, be deemed to be "terminated without cause" within the meaning of this agreement upon the occurrence of any of the following:

- a. If the City, at any time, reduces the salary or other financial benefits of the Employee in a greater percentage than in an across the board reduction for all City management employees;
- b. If the Employee resigns following the suggestion, whether formal or informal, made by 3 of the 5 members of the City Council that he resign;
- c. If the City refuses, following written notice, to comply with the other provisions of this agreement benefiting or affecting the Employee;
- d. The Employee's employment shall be terminated if the City formally votes by 3/5 vote to terminate his employment.

In the event that the Employee's employment is terminated by the City as specified by this paragraph, the City agrees to maintain the employee on the city health and dental insurance systems existing as of the date of termination for six (6) months at city cost and pay the Employee a lump sum cash payment as severance pay equal to six (6) months' net (defined as the base wage without incentives, i.e. educational, supplemental wellness program, etc.) salary based on the current salary of the Employee in effect when the notice of termination is provided by the City or when the event of termination as otherwise prescribed above occurs, whichever event occurs first. Said amount shall be payable in addition to any other salary and accrued benefits due the Employee. Employee shall receive the equivalent cafeteria contribution from the employer provided to all other employees.

SECTION 3: SALARY

3.1 Salary

The City agrees to pay the Employee for services rendered pursuant hereto an annual salary payable in installments at the same time as other employees of the City are paid. Employee's salary through the term of this contract is as follows:

From the commencement of this contract through the date of termination of this contract, the employee's salary will be based upon an annual base wage of \$129,639 per year paid in established payroll periods as set forth by the City Council from time to time for all employees. The Employee shall receive on January 1, of each year of this contract any salary increase as provided other City employees. Other adjustments to salary and compensation shall be at the discretion and approval of City Council.

3.2 Review

The City shall conduct a review of the Employee's performance on or before August 1st of each year or at another date as may be agreed upon by the employee and the City Council. The performance review shall not presume an adjustment in salary other than is provided for above.

SECTION 4: AUTOMOBILE AND OTHER EXPENSES

4.1 Automobile.

Ownership of a private automobile and current/valid driver's licensure is required of the Employee as a condition of employment under this contract. Employee will be compensated for automobile mileage and usage incurred on behalf of City business at the current IRS reimbursement mileage rate. Mileage records compliant with Internal Revenue Code requirements shall be maintained by the employee and shall be provided to the City monthly. Employee is encouraged to utilize City vehicles when available for City business. Other expenses incurred by employee as are authorized by the city council such as seminars, conferences, meals and lodging incurred in pursuit of city business shall be reimbursed to the employee upon the employee providing the receipts therefore to the City Finance Director.

SECTION 5: PROFESSIONAL DEVELOPMENT

5.1 Professional Associations

The City may budget and, in its discretion, provide for the registration, travel, lodging, and reasonable expenses of the Employee for professional official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the City.

SECTION 6: HEALTH, DENTAL AND LIFE INSURANCE

6.1 The City agrees to pay the Employee's costs to participate in the City's medical, dental, life insurance and disability insurance programs at the same rate as other employees.

SECTION 7: RETIREMENT

7.1 The City is a municipality defined in Minnesota State Statutes, Chapter 475, and is a Public Employee Retirement Association (PERA) participating member. The City Administrator has elected in participate in the PERA retirement program the same as with any other City employee.

SECTION 8: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

8.1 Other Conditions

The City shall fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this EMPLOYMENT AGREEMENT, the duties traditionally associated with the office City Administrator pursuant to the City's ordinances, the City Code, or any other applicable law.

8.2 Fringe Benefits

Except as may be otherwise herein provided to the contrary, all provisions of the City Code and regulations and rules of the City relating to retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to any other employees of the City. As to those benefits specifically provided for within the terms of this contract, the same shall not be duplicated or augmented by existing City programs for fringe benefits to employees. Employee shall not be eligible for longevity paid benefits within the City.

8.3 Vacation, Sick Leave and Personal Days

(i) The City Administrator shall be afforded vacation, sick leave and personal days in accordance with the provisions of the City's Personnel Policies as any other employee.

(ii) The City Administrator shall be allowed to accumulate sick leave beyond the amounts as provided in the City Personnel Policy. Any amounts over the maximum accumulation shall be paid out to the Employee at 50% of the excess accrual and amounts shall be paid into a HCSP as established by the City. The payout amount will be determined on November 30th of each year and be retroactive to January 1, 2016.

8.4 Indemnification

The City shall defend and indemnify the City Administrator for damages, including punitive damages, claimed or levied against the City Administrator, provided that (1) he was acting in the performance of duties of his position; and (2) he was not guilty of malfeasance in office or willful neglect of duty. The City may compromise and settle, without the consent of the City Administrator, any claim if the City feels it is in the best interest to settle the matter. In any event, the City will pay any settlement or judgment and all costs for legal representation.

8.5 Bonding

The City shall pay the cost of any bonds required of the City Administrator under any law of circumstance.

SECTION 9: GENERAL PROVISIONS

9.1 Assignments and Subcontracts

None of the sums due, or about to become due, nor any of the work to be performed under this EMPLOYMENT AGREEMENT by Employee shall be assigned to any third party without the prior written consent of the City.

9.2 Applicable Law

This EMPLOYMENT AGREEMENT shall be deemed to have been entered into and shall be construed and governed, except with respect to conflict of laws, in accordance with the laws of the State of Minnesota.

9.3 Waivers

Failure to either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this EMPLOYMENT AGREEMENT or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future exercise of such right, but the obligation of the other party with respect to such future performance shall continue in full force and effect.

9.4 Severability

The invalidity or unenforceability of any particular provision of this EMPLOYMENT AGREEMENT shall not affect the other provisions, and this EMPLOYMENT AGREEMENT shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted.

9.5 Amendments

This EMPLOYMENT AGREEMENT may not be amended, modified, released, discharged, supplemented, interpreted, or changed in any manner except by written instrument signed by duly authorized representatives of both parties.

9.6 Headings

The headings utilized herein are provided as aids in referencing provisions of this EMPLOYMENT AGREEMENT, but shall not be utilized in interpretation, or construction of the terms and conditions herein.

9.7 Merger

This EMPLOYMENT AGREEMENT and any Attachment (when signed by both parties), contain the entire and only understanding or agreement between the parties in relation to the subject matter hereof. Any representations, provision, undertakings, or condition hereof not contained herein shall be of no effect and shall not be binding on either party.

9.8 Force Majeure

Neither party shall be liable or deemed to be in default for any delay or failure to perform under this EMPLOYMENT AGREEMENT resulting, directly or indirectly, from any cause beyond reasonable control, including, but not limited to war, fire, riot, insurrection, and acts of God.

9.9 Applicability of Personnel Policies and Resolutions

Except where specifically abridged or modified by this agreement, personnel policies as defined and set forth for employees of the City of East Bethel shall apply to this Employee.

9.10 Other Terms and Conditions of Employment

(i) The City Council and the Employee may mutually agree to any other terms and conditions of employment of Employee as they may mutually deem appropriate from time-to-time provided such terms and conditions are not inconsistent with the provisions of this agreement, the laws of the State of Minnesota, the ordinances of the City, or any other applicable laws.

(ii) All provisions of the City Code, and regulations and rules of the City relating to fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other employees of the City, except as herein provided.

9.11. NOTICES.

a. Address of Record. Each party agrees to keep the other informed of an address of record for correspondence and notices under this Agreement, as well as relevant telephone numbers for oral notices.

b. Initial Address. The initial address of record for each party shall be:

The City: City of East Bethel
2241 221st Avenue NE
East Bethel, MN 55011

Copy to: Mark J. Vierling
Eckberg, Lammers, Briggs, Wolff & Vierling P.L.L.P
1835 Northwestern Ave.
Stillwater, MN 55082

Administrator: Charles L. "Jack" Davis
29457 Dahlia St. NW
Isanti, MN 55040

Copy to:

C. Change of Address. Each party's address of record shall be that which is specified in subsection B. above until and unless the other party receives notification of change in writing. Each party will promptly notify the other of any such change.

D. Future Notices. If notice of a change of address is properly given in writing pursuant to this Section, all future notices hereunder shall be given to the new name and/or address specified in the most recent such notice properly given.

E. Other Required Notices. Notice required by operation of an applicable code, statute, ordinance or regulation shall be given as required therein, but a duplicate copy of such notice shall be given as specified in paragraph F. or G. below.

F. Delivery of Notices. Notices pursuant to this Agreement may be given by deposit in the custody of the United States Postal Service, postage prepaid, certified or registered mail, return receipt requested. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process.

G. Effective Date. Notice shall be deemed given as of the date of personal service or three (3) days following the date of deposit of such written notice in the course of transmission in the United States Postal Service, properly addressed and mailed as required herein.

IN WITNESS WHEREOF, the City of East Bethel on a vote of its City Council has caused this EMPLOYMENT AGREEMENT to be signed and executed in its behalf by its Mayor and duly attested by its Deputy Clerk and the Employee has signed this EMPLOYMENT AGREEMENT, both in duplicate, day and years first written above.

City of East Bethel

Steve Voss, Mayor

Charles L. "Jack" Davis

ATTEST:

Carrie Frost, Administrative Assistant

Approved as to form:

Mark Vierling, City Attorney



City of East Bethel City Council Meeting Agenda Information

Date:

August 3, 2016

Agenda Item Number:

Item 8.0 G.3

Agenda Item:

Minnesota Amateur Sports Commission Grant

Requested Action:

Consider submittal of Minnesota Amateur Sports Commission Grant for an Electric Zamboni

Background Information:

The Minnesota Amateur Sports Commission is seeking grant proposals from Local Governments for projects that will improve indoor air quality within Ice Arenas. The City currently utilizes a propane powered Zamboni and would be eligible to apply for funding for an electric powered unit. A new electric Zamboni is estimated to cost up to \$130,000 and this grant, if approved, could provide 50% of the cost.

The City's Zamboni is a 1996 model and in 2015 the City spent \$5,500 on repairs to the unit, including replacement of the engine. The unit is in good shape and the only major upgrade required is the replacement of the conditioner. This repair is estimated at \$5,800 and needs to be done by next year. Once that is completed the unit should be serviceable for several years.

The major issue with a propane powered Zamboni are exhaust emissions and the resultant air quality within an arena. Staff is required to monitor emissions twice weekly and report these measurements quarterly to the Minnesota Department of Health. Whenever carbon monoxide levels exceed 20 ppm and/or nitrogen dioxide levels exceed 0.3 ppm immediate corrective action must be taken and the unit cannot be used until subsequent tests confirm acceptable air quality. There has been one incident where the operation of the Zamboni was required to cease, the building vacated and ventilation increased to alleviate excessive emissions. An electric powered Zamboni would have no emissions issues that would affect air quality standards and minimize liability concerns and eliminate suspension, postponement or cancellation of events due to incidents related to this matter.

It is speculative to forecast the remaining life of our propane powered Zamboni. However, the following estimates provide cost information to consider in the decision for application for the grant and potential replacement of the Zamboni currently in use:

Projected Zamboni Cost		\$130,000
Grant Funding for the Replacement	\$ 65,000	
Estimated re-sale value of the propane Zamboni	\$ 15,000	
Elimination of Conditioner costs	\$ 5,800	
Estimated Funds for Zamboni Replacement		\$ 85,800

Based on the projected grant funds of \$65,000, the sale of our Zamboni for \$15,000 and the elimination of an additional expenditure of \$5,800 for a conditioner, these sources could provide \$85,800 towards the purchase of an electric Zamboni.

While there would be a fuel savings of at least \$1,500 annually, battery replacement costs would average \$1,400 per year, assuming a six year battery life. There should be some savings in maintenance costs but we have no basis or history for comparison. For the purposes of this analysis, this will be considered a neutral item.

There are three unknown factors that could influence the decision to authorize the application for the grant:

- How many years of operation can we expect from our Zamboni;
- Will air quality standards become more restrictive for indoor ice arenas in the future; and
- What will be the availability of this grant program beyond 2017.

Should Council desire to pursue the grant funds for the Zamboni replacement, City staff would complete the application and submit the materials to the Minnesota Amateur Sports Commission. The deadline to submit the grant application is October 3, 2016.

Attachments:

Attachment 1- MASC Ice Arena Grant Program

Attachment 2 – Conditioner Estimate

Attachment 3 – Air Quality Log Sheet

Fiscal Impact:

Funds for the matching of the grant request would come from the Arena Fund and the re-sale of the propane powered Zamboni. This proposal would not require use of City tax levy funds. All funding for the Arena is derived from user fees from ice, locker room and dry floor rentals, concession leases and ad sales. Funds are available in this account to cover up to \$44,200 of the matching costs for the Zamboni replacement.

This is a competitive grant program and submittal of an application does not guarantee that funding will be approved.

Recommendation(s):

Due to the unknowns relating to the life expectancy of our current unit, the potential for more restrictive air quality standards and uncertainty of the future funding opportunities for this type of equipment, Staff recommends that Council consider approving the submittal of a grant to the Minnesota Amateur Sports Commission for funding for an Electric Zamboni.

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____



JAMES METZEN MIGHTY DUCKS

Ice Arena Grant Program

2016 Application

GENERAL INFORMATION

The State of Minnesota, acting through its agency, the Minnesota Amateur Sports Commission (MASC), is seeking proposals from interested communities to improve ice arenas. Minnesota communities will be eligible to be awarded grants for improving indoor air quality in ice arenas or eliminating R-22 refrigerant.

Grant applications must come from a local government unit (LGU), a political subdivision of the State. The LGU will be the fiscal agent for the grant funds and will execute the application form and resolution. Other entities can be the owner and/or operator of the ice arena, thus the beneficiary of the grant award. The grants are for reimbursement of costs for completed projects.

The MASC reserves the right to cancel or amend this solicitation if it is considered to be in its best interest.

Grant Types

There are three types of grants to assist Minnesota communities in:

1. Improving indoor air quality,
2. Eliminating R-22 refrigerant for direct systems; and
3. Eliminating R-22 refrigerant for indirect systems.

The result of a successful grant shall be to establish and improve ice arenas capable of hosting all ice sports competitions and training as well as maximize the community's ability to generate economic benefits by promoting ice sports programming for females and males.

Goals

The MASC intends for this grant program to accomplish the following goals:

1. Encourage communities and organizations to work in partnership to develop and operate ice arenas.
2. Where possible, to encourage communities and organizations to develop arenas with multiple sheets of ice in order to reduce both construction and operating costs.
3. Provide increased opportunities for female ice sports participation.
4. Encourage the development of ice arenas that serve community sport and non-sport needs and ensure non-hockey groups will also have adequate access to the arenas.

Tasks

Respondents are asked to complete the following tasks:

1. Complete responses to the content sections of the application, including addressing the evaluation criteria.
2. Respondent may submit additional information and documentation if they enhance the goals of the project.
3. Successfully comply with the grant terms and complete the project on a timely basis.

Agency Contacts

Prospective responders who have questions regarding this application may contact:

Mark Erickson
Program Director
763-785-5662
merickson@mnsports.org

Other agency personnel are NOT allowed to discuss the proposal with anyone, including responders, before the proposal submission deadline. Interested applicants can review and complete an application on the agency's website: www.mnsports.org/mighty_ducks.stm or request an application from the above contact.

Deadline

All applications must be received no later than Monday, October 3, 2016. Send three physical copies and one electronic version (to the email above) of the application to:

MASC – Mighty Ducks Grant
1700 105th Avenue NE
Blaine, Minnesota 55449

A complete application will include:

1. Application Form
2. Resolution of LGU
3. Responses to content sections of the three specific types of grants and the evaluation criteria for that type of grant.

Grant Amount

The MASC is authorized by the 2016 Legislature to appropriate up to \$10,000,000 for this program, with limitations on each individual grant amount listed below. Respondents must demonstrate how they intend to augment the state grant with matching funds.

1. Indoor Air Quality Improvement. Communities may apply for up to \$200,000 for new electric ice resurfacing equipment or for the replacement or renovation of HVAC systems to improve indoor air quality with a minimum 1-to-1 dollar match from non-state sources.

2. Direct R-22 Refrigerant Elimination. Communities may apply for up to \$400,000 to replace an existing R-22 direct refrigeration system with a minimum 1-to-1 dollar match from non-state sources.
3. Indirect R-22 Refrigerant Elimination. Communities may apply for up to \$50,000 to replace an existing R-22 indirect refrigeration system with a minimum 1-to-1 dollar match from non-state sources.

Project Completion

For 2016 grant award recipients, the project must be completed by December 31, 2017.

APPLICATION FORM

1. Enter the name of the Local Government Unit (LGU) responsible. This is the agency with whom the grant agreement will be executed.
2. The LGU Application Contact is an official that can legally sign agreements and will receive all official communications.
3. Project name and physical address.
4. The Primary Contact is an individual who will have direct responsibility for the day-to-day activities of the project and to whom project inquiries can be directed (e.g. Director of the Parks and Recreation Department, Mayor, City Manager, County Engineer, President of the Youth Hockey Association, etc.).
5. Minnesota Tax ID Number of the LGU.
6. Federal Employer ID Number. List the federal employer identification number assigned to the LGU by the Internal Revenue Service.
7. Minnesota House of Representative District Number where the facility is located. See gis.leg.mn/OpenLayers/districts/
8. Signature of authorized official of the LGU, such as Chairperson of the County Board, Mayor, or other person as authorized by resolution from the LGU.

RESOLUTION OF LOCAL GOVERNMENT UNIT

The LGU is required to execute a resolution which authorizes filing of the application and the execution of final agreements with the MASC if their project is selected.

GRANT 1: IMPROVING INDOOR AIR QUALITY

Local Financial Commitment. The LGU is required to provide either documentation of funds secured or demonstrate how it intends to fundraise for the local financial commitment. All awards must be matched by non-state funds equal to or greater than the award amount.

Description of Project. Indicate whether the project is purchasing a new electric ice resurfacers or a different mechanism to improve the indoor air quality of the arena. If the latter, describe the project, how it will improve indoor air quality, and by how much it will improve.

Project Budget. Submit a complete budget for the project.

Operating Budget. Describe the annual operating costs of the current system and compare it to the annual operating costs after the improvement.

Response to Evaluation Criteria. Either within the above sections or in a separate section, provide material responsive to the Evaluation Criteria listed here:

1. Replacing non-electric resurfacing equipment with electric-powered units.
2. Expected amount of indoor air quality improvement.
3. Ratio of matching funds. A higher than 1-to-1 ratio will be favored.

GRANT 2: ELIMINATING R-22 REFRIGERANT FOR DIRECT SYSTEMS **GRANT 3: ELIMINATING R-22 REFRIGERANT FOR INDIRECT SYSTEMS**

Local Financial Commitment. The LGU is required to provide either documentation of funds secured or demonstrate how it intends to fundraise for the local financial commitment. All awards must be matched by non-state funds equal to or greater than the award amount.

Description of Project. Indicate whether the project will replace a direct or indirect refrigeration system and what the new refrigerant will be.

Project Budget. Submit a complete budget for the project.

Operating Budget. Describe the annual operating costs of the current refrigeration system and compare it to the annual operating cost for the new system.

Response to Evaluation Criteria. Either within the above sections or in a separate section, provide material responsive to the Evaluation Criteria listed here:

1. Demonstrated financial need.
2. Partnerships between and among local government units and/or private non-profit groups.
3. Increases in operating efficiency, both monetary and environmental.

LEGISLATIVE PRIORITIES

Applicants should note the specific statutory priorities found in [Minnesota Statutes Section 240A.09](#), as amended in 2015. Specifically, priority will be given to:

- Replacement of ice-making systems in existing public facilities that use R-22 as a refrigerant with systems that use an alternative non-ozone-depleting refrigerant.
- Indoor air quality improvements:
 - Acquisition of zero-emission ice resurfacing and ice edging equipment,
 - Renovation or replacement of heating, ventilating, and air conditioning systems in existing indoor ice arenas whose ice resurfacing and ice edging equipment are not powered by electricity in order to reduce concentrations of carbon monoxide and nitrogen dioxide.
- Proposals that come from more than one local government unit.

DISTRIBUTION OF AWARDS

To the extent possible, the MASC Board of Directors will attempt to distribute the awards equitably to the eight U.S. Congressional Districts in Minnesota and balance awards between the Minneapolis-St. Paul metro area and greater Minnesota.

The MASC Board will make final determinations for grant awards. The MASC will prioritize the grant awards based on satisfying the goals of the program as stated above, the legislative requirements expressed in statute, and the specific criteria for each grant type listed above.

STATE CONTRACT RULES

State of Minnesota contract rules will apply to this project.

Quote

R&R Specialties of Wisconsin Inc
 484 Cty Rd V V
 Somerset, WI 54025
 (715) 247-5090

Order Number: 0166470
Order Date: 6/30/2016

Salesperson: DAND
Customer Number: EASTBET

Sold To:
 East Bethel Arena
 City Hall
 2241 221st Ave NE
 East Bethel, MN 55011
Confirm To:
 Matt Hanchulak

Ship To:
 City Maintenance Bldg
 2375 221st. Street
 Cedar, MN 55011-9476

Customer P.O.	Ship VIA	F.O.B.	Terms
			Net 30

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
CONDITIONER REPLACEMENT ON ZAMBONI MODEL 500 # 5552						
5H-75160	EACH	1.00	0.00	0.00	3,875.50	3,875.50
COND. FRAME, PRIMED, 77 ""(429#)			Whse: 000			
/FREIGHT		1.00	0.00	0.00	550.00	550.00
Freight Charge						
INBOUND FREIGHT FROM CALIFORNIA						
5H-0501A	EACH	1.00	0.00	0.00	86.25	86.25
POLY RUNNER, COND, SPARE PART			Whse: 000			
HF-06308	EACH	10.00	0.00	0.00	1.05	10.50
S.S. FLAT HD. SKT.CAP SCREW, 1			Whse: 000			
5F-33455	EACH	2.00	0.00	0.00	52.35	104.70
ARM-BLADE WELDMENT, EXT. BEARI			Whse: 000			
13-22160	EACH	2.00	0.00	0.00	19.30	38.60
SPACER, FULCRUM, HAMMER ARM			Whse: 000			
5M-33550	EACH	1.00	0.00	0.00	54.95	54.95
SQUEEGEE, NATURAL RUBBER, 79-1			Whse: 000			
**** FOLLOWING ITEMS MAY NOT BE NECESSARY*****						
1X-33490	EACH	2.00	0.00	0.00	94.30	188.60
BALL BEARING, 4 BOLT FLANGE, 1			Whse: 000			
43-39290	EACH	1.00	0.00	0.00	14.85	14.85
SPROCKET, #40, 15 TOOTH, 3/4""			Whse: 000			
43-4028A	EACH	1.00	0.00	0.00	84.55	84.55
SPROCKET, # 40 QD TYPE, 28 TEE			Whse: 000			
44-4071A	EACH	1.00	0.00	0.00	48.45	48.45
CHAIN, #40, SINGLE, 71 PITCHES			Whse: 000			

Continued

Quote

R&R Specialties of Wisconsin Inc
 484 Cty Rd V V
 Somerset, WI 54025
 (715) 247-5090

Order Number: 0166470
Order Date: 6/30/2016

Salesperson: DAND
Customer Number: EASTBET

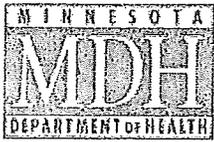
Sold To:
 East Bethel Arena
 City Hall
 2241 221st Ave NE
 East Bethel, MN 55011

Ship To:
 City Maintenance Bldg
 2375 221st. Street
 Cedar, MN 55011-9476

Confirm To:
 Matt Hanchulak

Customer P.O.	Ship VIA	F.O.B.	Terms			
			Net 30			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
2P-33851	EACH	1.00	0.00	0.00	79.95	79.95
IMPELLER, W. PUMP, BLK. 12 FIN			Whse: 000			
/REPAIR LABOR	HOUR	6.00	0.00	0.00	112.00	672.00
Machine Repair Labor						
CHANGE OUT COMPLETE CONDITIONER.						

Net Order: 5,808.90
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 0.00
Order Total: 5,808.90



Indoor Air Unit
 PO Box 64975
 St. Paul, MN 55164-0975
 651-201-4601 Fax: 651-201-4606
 www.health.state.mn.us

Ice Arena Log of Air Quality Testing (4620.4510)

Arena Name East Bethel Ice Arena Rink ID Rink 1

Physical Address 20675 Hwy 65 NE, East Bethel, MN 55011

Time Period of Log (include year) October 2014 - March 2015 Arena Manager Signature Jon Barry

Measure carbon monoxide and nitrogen dioxide levels. After resurfacing or edging, test at board height at the red line of the ice, 20 minutes after completion of a resurfacing, at a time of maximum resurfacing machine use

- Frequency
 - Combustion-powered resurfacer: at least twice every 7 days (weekend & the next busiest day).
 - Combustion-powered edger: at least once every 7 days
 - Other fuel-burning equipment: if open to the public, every 15 minutes; if not open, prior to opening next day
- Logs must be available when open to public. Submit a copy of the logs to MDH by: Jan. 15, April 15, July 15, Oct. 15
- Whenever **carbon monoxide levels exceed 20 ppm and/or nitrogen dioxide levels exceed 0.3 ppm, immediate corrective action must be taken**—increase ventilation, stop using the combustion equipment—until subsequent test confirm acceptable air quality. The Minnesota Department of Health **must be notified within 5 working days** (use “Exceedance Report”).
- Whenever an evacuation standard is exceeded, follow requirements of Rule 4620.4600

Date	Equipment R=resurfacer E=edger; or Name other	Time Note: AM/PM	Number of Previous Resurfaces Today	Carbon Monoxide	Nitrogen Dioxide	Device Maintenance ¹ L=Leak Test B= Bump Test C= Calibration	Printed Name
10/3/14	R	7pm	2	0	0.0	B	Jon Barry
10/7/14	R, E	10:45pm	5	0	0.0	B	Jon Barry
10/11/14	R, E	9pm	7	5	0.0	B	Jon Barry
10/14/14	R	10:45pm	5	3	0.0	B	Jon Barry
10/18/14	R, E	8:30pm	7	6	0.0	B	Jon Barry
10/21/14	R, E	10:30	5	5	0.0	B	Jon Barry
10/25/14	R, E	10:45pm	9	10	0.0	B	Jon Barry
10/29/14	R, E	10:30pm	5	7	0.0	B	Jon Barry
11/1/14	R, E	10:15pm	10	10	0.0	B	Jon Barry
11/4/14	R, E	10:30pm	5	6	0.0	B	Jon Barry
11/8/14	R, E	10:00pm	11	9	0.0	B	Jon Barry
11/11/14	R, E	10:30pm	5	5	0.0	B	Jon Barry
11/15/14	R, E	8:00pm	10	8	0.0	B	Jon Barry
11/18/14	R, E	10:45pm	0	7	0.0	B	Jon Barry
11/22/14	R, E	9:45pm	11	10	0.0	B	Jon Barry
11/25/14	R, E	10:15pm	5	7	0.0	B	Jon Barry
11/29/14	R	9:45pm	10	11	0.0	B	Jon Barry
12/2/14	R, E	10:15pm	5	6	0.0	B	Jon Barry
12/6/14	R, E	10:00pm	7	6	0.0	B	Jon Barry
12/9/14	R, E	9:45pm	7	8	0.0	B	Jon Barry
12/13/14	R	10:00pm	13	11	0.0	B	Jon Barry

¹ Device Maintenance includes any of the following: calibration (C), bump test (B), leak test (L)



City of East Bethel City Council Meeting Agenda Information

Date:

August 3, 2016

Agenda Item Number:

Item 8.0 G.4

Agenda Item:

August 24, 2016 Work Meeting

Requested Action:

Schedule and set the agenda for the August 24, 2016 Work Meeting

Background Information:

It is recommended that City Council set an agenda for an August 24, 2016 Work Meeting. The following items are proposed for discussion on that agenda:

1. 2017 Budget Discussion (if required)
2. Proposed amendments to City Code Appendix A, Zoning, Section 23 (Screening Regulations), 24 (Exterior Storage) and 48 (Light Industrial), if there is a need to schedule additional discussion of this item before it is considered by Council.

Fiscal Impact:

Recommendation(s):

Staff is seeking direction as to setting the agenda for this meeting.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____