

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



- | | Item | |
|----------------|-------------|--|
| 7:00 PM | 1.0 | Call to Order |
| 7:01 PM | 2.0 | Pledge of Allegiance |
| 7:01 PM | 3.0 | Adopt Agenda |
| 7:02 PM | 4.0 | Presentation and Adoption of 2017 Preliminary Levy and Budget |
| | | A. BR & E Presentation |
| p. 3-108 | | B. 2017 Preliminary Levy and Budget |
| | | 1. Resolution 2016-43, Set Final Levy & Budget Date |
| | | 2. Resolution 2016-44, Set the Preliminary Levy & Budget 2017 |
| | | 3. Resolution 2016-45, Set the Preliminary EDA Levy & Budget 2017 |
| | | 4. Resolution 2016-46, Set the Preliminary HRA Levy & Budget 2017 |
| 7:25 PM | 5.0 | Public Forum |
| 7:40 PM | 6.0 | Consent Agenda |

Any item on the consent agenda may be removed for consideration by request of any one Council Member and put on the regular agenda for discussion and consideration

- | | | |
|------------|----|--|
| p. 110-113 | A. | Approve Bills |
| p. 114-115 | B. | Meeting Minutes, July 27, 2016 City Council Work Meeting |
| p. 116-126 | C. | Meeting Minutes, August 17, 2016 City Council Meeting |
| p. 127 | D. | Resolution 2016-47, Approving MN Amateur Sports Commission Grant Submittal |
| p. 128 | E. | Temporary/1-Day Liquor Permit for St. Francis Lions |

New Business

- | | | |
|----------------|------------|--|
| 7:41 PM | 7.0 | Commission, Association and Task Force Reports |
| | A. | Planning Commission |
| p. 129-137 | | 1. Viking Preserve Concept Plan and Preliminary Plat |
| p. 138-151 | | 2. Prairie Ridge Final Plat |
| | B. | Economic Development Authority |
| | C. | Park Commission |
| | D. | Road Commission |

- | | | |
|----------------|------------|--|
| 7:50 PM | 8.0 | Department Reports |
| | A. | Community Development |
| | B. | Engineer |
| p. 152-154 | | 1. Service Road Wetlands Credits |
| | C. | City Attorney |
| p. 155-173 | | 1. Minnesota Government Access Program |
| | D. | Finance |

- p. 174-176 E. Public Works
 - 1. Resolution 2016-48, Approving MN Amateur Sports Commission Grant Submittal
- F. Fire Department
- p. 177-200 G. City Administrator
 - 1. Ponds of Hidden Prairie Temporary Easement Agreement
- p. 201-205 2. Employee Recognition Program

8:15 PM 9.0 Other

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

8:25 PM 10.0 Adjourn



City of East Bethel City Council Meeting Agenda Information

Date:

September 7, 2016

Agenda Item Number:

Item 4.0 B

Agenda Item:

2017 Preliminary Levy and Budget

Requested Action:

Consider approving the preliminary tax levy for 2017.

Background Information:

As a result of budget discussions conducted at the Council work session in July, City Council acknowledged that the preliminary property tax levy for 2017 be set such that funds are available to accomplish the goals and objectives identified in those meetings.

The proposed preliminary 2017 General Fund Budget is proposed to be \$5,114,700, which is an increase of \$138,800 or 2.8% from the 2016 budget.

A General Fund levy of \$4,171,400 is necessary for 2017, which is an increase of \$62,100 from 2016.

A Debt Service levy of \$1,158,500 is necessary for 2017, which is an increase of \$16,500 from 2016.

Overall, the 2017 Preliminary City Levy is \$5,329,900 or 1.5% greater than 2016.

The preliminary budget must be submitted to Anoka County by September 30, 2016. The preliminary budget can be reduced but not increased prior to the adoption of the final budget in December of 2016.

Attachment(s):

1. Preliminary 2017 Budget
2. Resolution 2016-43 Set Final Levy & Budget Date
3. Resolution 2016-44 Set the Preliminary Levy & Budget
4. Resolution 2016-45 Set the Preliminary EDA Levy & Budget
5. Resolution 2016-46 Set the Preliminary HRA Levy and Budget

Fiscal Impact:

As outlined above

Recommendation(s):

Staff is proposing three recommendations:

- Staff recommends adoption of the HRA and EDA Levy and Budget by Resolution 2016-46 and Resolution 2016-45 and submission to County on or before September 15, 2016,
- Staff recommends adoption of the Preliminary Levy and Budget by Resolution 2016-44 and submission to the County on or before September 30, 2016, and
- Staff recommends setting the Final Levy and Budget Date by Resolution 2016-43

City Council Action:

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



2017 Preliminary Budget

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TABLE OF CONTENTS

Section 1 - General Information

Levy Summary	Page: 1
Leadership	Page: 2
Organizational Staffing Summary	Page: 3
Organizational Pay Grade Summary	Page: 4

Section 2 - General Fund

General Fund Summary	Page: 5
General Government	
Mayor and Council	Pages: 6 - 8
City Administration	Pages: 9 - 11
Elections	Pages: 12 - 13
Finance	Pages: 14 - 16
Assessing	Pages: 17 - 18
Legal	Pages: 19 - 20
Government Buildings	Pages: 21 - 22
Community Development	
Planning and Zoning	Pages: 23 - 25
Building Inspections	Pages: 26 - 29
Public Safety	
Police	Pages: 30 - 31
Fire	Pages: 32 - 38
Engineering	
Engineering	Pages: 39 - 40
Public Works	
Park Maintenance	Pages: 41 - 46
Street Maintenance	Pages: 47 - 52
Civic Events	Pages: 53 - 54
Risk Management	
Risk Management	Pages: 55 - 56
Transfers	
Transfers Out	Pages: 57 - 58

Section 3 - Special Revenue Funds		
	Special Revenue Funds Summary	Page: 59
	Recycling Operations	Pages: 60 - 62
	Housing and Redevelopment Authority	Pages: 63 - 65
	Economic Development Authority	Pages: 66 - 68
Section 4 - Debt Service Funds		
	Debt Service Funds Summary	Pages: 69 - 70
Section 5 - Enterprise Funds		
	Enterprise Funds Summary	Page: 71
	Water	Pages: 72 - 75
	Sewer	Pages: 76 - 79
	Arena	Pages: 80 - 82
Section 6 - Other Governmental Funds		
	Building Capital	Page: 83
	Park Development	Pages: 84 - 85
	Park Capital	Pages: 86 - 87
	Street Capital	Pages: 88 - 91
	TIF District 1-1	Pages: 92 - 93
Section 7 - Internal Service Funds		
	Equipment Replacement	Pages: 94 - 95
	Compensated Absences	Pages: 96

**City of East Bethel
2017 General Fund Proposed Budget (Summary)**

Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget	% Change
Tax Levies - City						
General Fund Tax Levy	4,050,450.00	4,050,500.00	2,163,832.89	4,109,300.00	4,171,400.00	2%
2013 A	126,500.00	127,000.00	67,137.97	128,000.00	128,500.00	0%
2008 A	180,000.00	180,000.00	94,305.24	180,000.00	180,000.00	0%
2015 A	470,000.00	487,000.00	264,054.68	504,000.00	519,000.00	3%
2014 A	300,000.00	330,000.00	172,892.95	330,000.00	331,000.00	0%
Total Levy - City	5,126,950.00	5,174,500.00	2,762,223.73	5,251,300.00	5,329,900.00	1.5%
Tax Levies - Special Levies						
City EDA	123,022.00	123,022.00	-	123,022.00	97,500.00	-21%
City HRA				-	26,600.00	N/A
Total Levy - Special Levies	123,022.00	123,022.00	-	123,022.00	124,100.00	0.9%

CITY COUNCIL

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Steve Voss	Mayor	01/01/17
Tim Harrington	Council Member	01/01/19
Ron Koller	Council Member	01/01/17
Brian Mundle	Council Member	01/01/19
Tom Ronning	Council Member	01/01/17

CITY OFFICIALS

Jack Davis	City Administrator
Mike Jeziorski	Finance Director
Nate Ayshford	Public Works Manager
Mark DuCharme	Fire Chief
Colleen Winter	Community Development Director
Nick Schmitz	Building Official

Organizational Staff Summary					
		2014	2015	2016	2017
City Council	Part Time	5.00	5.00	5.00	5.00
City Administration	Full Time	3.00	3.00	3.00	3.00
	Part Time	0.06	0.06	0.06	0.06
Elections	Part Time	Contract		Contract	
Finance	Full Time	2.00	2.00	2.00	2.00
Assessing	Full Time	Contract	Contract	Contract	Contract
Legal	Full Time	Contract	Contract	Contract	Contract
Planning and Zoning	Full Time	1.50	1.50	1.50	1.50
Bldg Inspection	Full Time	2.50	2.50	2.50	2.50
Police	Full Time	Contract	Contract	Contract	Contract
Fire	Full Time	1.00	1.00	1.00	1.00
	Part Time	Paid On-Call	Paid On-Call	Paid On-Call	Paid On-Call
Engineering	Full Time	Contract	Contract	Contract	Contract
Street Maintenance	Full Time	5.00	5.00	5.00	5.00
	Part Time	0.30	0.30	0.30	0.30
Park Maintenance	Full Time	4.00	4.00	4.00	4.00
	Part Time	0.30	0.30	0.30	0.30
Total	Full Time	19.00	19.00	19.00	19.00
	Part Time	5.66	5.66	5.66	5.66

2017 Pay Plan (Hourly)							
Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G
1	14.77	15.31	15.85	16.39	16.93	17.47	18.01
2	15.91	16.49	17.07	17.65	18.23	18.82	19.40
3	17.49	18.13	18.77	19.41	20.05	20.69	21.33
4	19.24	19.95	20.65	21.36	22.06	22.76	23.47
5	21.17	21.94	22.72	23.49	24.27	25.04	25.82
6	23.30	24.15	25.00	25.86	26.71	27.56	28.41
7	25.62	26.56	27.50	28.44	29.37	30.31	31.25
8	28.17	29.20	30.23	31.26	32.30	33.33	34.36
9	30.64	31.76	32.88	34.00	35.12	36.24	37.37
10	34.97	36.25	37.53	38.81	40.09	41.37	42.65
11	37.14	38.50	39.85	41.21	42.57	43.93	45.29
12	39.36	40.80	42.25	43.69	45.13	46.57	48.01
13	42.69	44.26	45.82	47.38	48.94	50.50	52.06
14	45.26	46.91	48.57	50.23	51.88	53.54	55.19
15	47.98	49.74	51.49	53.25	55.01	56.76	58.52
16	51.11	52.98	54.85	56.72	58.59	60.46	62.33
2017 Pay Plan (Annually)							
Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G
1	30,720.71	31,844.63	32,968.56	34,092.49	35,216.42	36,340.35	37,464.28
2	33,083.84	34,294.22	35,504.61	36,714.99	37,925.37	39,135.76	40,346.14
3	36,388.53	37,719.82	39,051.10	40,382.39	41,713.68	43,044.97	44,376.25
4	40,025.54	41,489.88	42,954.23	44,418.58	45,882.93	47,347.28	48,811.63
5	44,031.78	45,642.70	47,253.62	48,864.54	50,475.46	52,086.38	53,697.29
6	48,462.65	50,235.68	52,008.70	53,781.72	55,554.75	57,327.77	59,100.80
7	53,299.69	55,249.68	57,199.66	59,149.65	61,099.64	63,049.63	64,999.62
8	58,598.27	60,742.11	62,885.95	65,029.79	67,173.63	69,317.47	71,461.31
9	63,730.70	66,062.31	68,393.92	70,725.53	73,057.14	75,388.75	77,720.36
10	72,740.13	75,401.36	78,062.58	80,723.81	83,385.03	86,046.26	88,707.48
11	77,244.85	80,070.88	82,896.92	85,722.95	88,548.98	91,375.01	94,201.04
12	81,878.81	84,874.37	87,869.94	90,865.50	93,861.07	96,856.64	99,852.20
13	88,802.04	92,050.90	95,299.75	98,548.61	101,797.46	105,046.32	108,295.17
14	94,137.55	97,581.61	101,025.66	104,469.72	107,913.78	111,357.83	114,801.89
15	99,805.37	103,456.79	107,108.20	110,759.62	114,411.04	118,062.45	121,713.87
16	106,303.98	110,193.15	114,082.32	117,971.49	121,860.66	125,749.83	129,639.00
Cafeteria Contribution for 2017							
Monthly						1,000.00	
						1,000.00	
Seasonal/Part Time							
Seasonal and Part Time					\$10.00-\$12.00 per hour		
2017 Fire Fighter and Officer Pay Plan							
Position			# of Positions	Monthly Salary Rate			
Deputy Fire Chief			1				519.68
District Fire Chief			2				279.06
Captain			2				139.54
Lieutenant			3				112.06
Training Officer			1				112.06
Training/Drill/Fire Call/Duty Officer/Fire Inspector							
Probationary Firefighter							\$8.91 per hour
Firefighter I							\$10.05 per hour
Firefighter II/Officer							\$11.15 per hour
Firefighter III/Officer							\$12.28 per hour
Fire Inspector							\$18.96 per hour
Duty Officer							\$139.40 per week

**City of East Bethel
2017 General Fund Preliminary Budget (Summary)**

<u>General Fund</u>	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget	% Change
Revenues							
	Property Tax	4,048,831.95	4,072,003.88	2,163,832.89	4,109,300.00	4,171,400.00	2%
	Franchise Taxes	56,159.60	58,876.94	30,406.23	50,000.00	58,000.00	16%
	Licenses and Fees	38,710.46	45,873.03	32,400.80	40,000.00	41,500.00	4%
	Building Inspection Permits	153,630.39	173,218.99	130,686.64	143,000.00	151,000.00	6%
	Building Inspection Permits (Bethel / Oak Grove)	141,258.59	124,445.39	66,924.81	110,000.00	110,000.00	0%
	State Aid	279,539.71	284,470.07	206,168.50	250,100.00	288,000.00	15%
	Fines and Forfeits	50,263.83	44,548.75	27,612.28	51,000.00	47,500.00	-7%
	Intergovernmental Charges	72,867.18	88,497.88	127,034.94	127,000.00	127,000.00	0%
	Other Fees	3,602.67	3,672.47	1,464.82	3,500.00	3,300.00	-6%
	Cemetery Revenue	4,800.00	16,300.00	1,900.00	6,000.00	6,000.00	0%
	Site Lease Revenue	-	40,093.44	49,091.19	41,000.00	64,000.00	56%
	Refunds and Reimbursements	52,673.54	54,413.66	17,378.93	23,000.00	23,000.00	0%
	Gambling	21,816.96	25,198.81	24,596.73	20,000.00	20,000.00	0%
	Interest Earnings	1,159.91	10,377.40	3,536.90	2,000.00	4,000.00	100%
	Transfer from non-General Fund	48,525.51	23,297.37	-	-	-	N/A
Total Revenues - General Fund		4,973,840.30	5,065,288.08	2,883,035.66	4,975,900.00	5,114,700.00	3%
Expenditures							
General Government							
	Council	73,050.02	70,279.36	41,881.58	73,700.00	73,700.00	0%
	City Administration	275,992.29	303,085.87	167,532.06	318,900.00	361,800.00	13%
	Elections	9,477.15	2,560.42	2,654.18	13,800.00	3,800.00	-72%
	Finance	226,028.97	237,470.48	146,288.43	244,000.00	267,300.00	10%
	Assessing	52,118.52	54,327.00	27,246.00	54,500.00	54,500.00	0%
	Legal	133,898.36	144,854.48	67,292.19	150,000.00	150,000.00	0%
	Government Buildings	32,214.28	37,527.15	17,234.82	41,500.00	43,700.00	5%
	Risk Management	110,807.00	97,267.00	75,794.00	104,000.00	100,000.00	-4%
	Central Services	77,368.38	80,488.34	45,932.72	86,500.00	-	-100%
Total General Government		990,954.97	1,027,860.10	591,855.98	1,086,900.00	1,054,800.00	-3%
Community Development							
	Planning and Zoning	157,004.95	151,347.33	92,303.91	175,600.00	213,900.00	22%
	Building Inspection	228,314.02	234,528.60	142,587.19	252,400.00	271,500.00	8%
Total Community Development		385,318.97	385,875.93	234,891.10	428,000.00	485,400.00	13%
Public Safety							
	Police Protection	986,329.35	1,018,493.95	806,799.25	1,034,000.00	1,041,000.00	1%
	Fire Protection	555,252.24	590,776.27	345,468.61	586,300.00	633,500.00	8%
Total Public Safety		1,541,581.59	1,609,270.22	1,152,267.86	1,620,300.00	1,674,500.00	3%
Engineering							
	Engineering	32,798.23	45,740.39	6,553.21	35,000.00	40,000.00	14%
Total Engineering		32,798.23	45,740.39	6,553.21	35,000.00	40,000.00	14%
Public Works							
	Public Works - Parks Maintenance	369,140.51	384,951.50	221,810.07	409,700.00	425,000.00	4%
	Public Works - Streets	777,729.32	753,384.70	484,130.11	863,500.00	897,500.00	4%
Total Public Works		1,146,869.83	1,138,336.20	705,940.18	1,273,200.00	1,322,500.00	4%
Civic Events							
	Civic Events	2,501.00	2,500.00	2,500.00	2,500.00	2,500.00	0%
Total Culture and Recreation		2,501.00	2,500.00	2,500.00	2,500.00	2,500.00	0%
Transfers							
	Transfer to Building Capital	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	0%
	Transfer to Street Capital	425,000.00	425,000.00	425,000.00	425,000.00	425,000.00	0%
	Transfer to Parks Capital	50,000.00	50,000.00	55,000.00	55,000.00	60,000.00	9%
	Transfer to Debt Service	1,036,000.00	-	-	-	-	N/A
	Capital Project Fund Transfers	429.98	-	-	-	-	N/A
Total Other		1,561,429.98	525,000.00	530,000.00	530,000.00	535,000.00	1%
Total Expenditures - General Fund		5,661,454.57	4,734,582.84	3,224,008.33	4,975,900.00	5,114,700.00	3%
Excess of Revenues over Expenditures - General Fund		(687,614.27)	330,705.24	(340,972.67)	-	-	-



2017 Budget

FUND: 101 - General Fund
DEPT/ACTIVITY/PROJECT: 41110 - Mayor and City Council

DEPARTMENTAL PROFILE

The City Council is comprised of the Mayor and four City Council Members. All are elected at-large. Council Members serve four-year terms with two members up for election every two years. The Mayor serves a two-year term.

DEPARTMENTAL GOALS

To provide leadership and vision for the City while planning for growth / development activity and to adopt policies that are in the best interest of the City and its residents.

EXPENDITURE DETAILS

STAFFING

1- Mayor
4- City Council Members

103-Mayor and City Council Salary
\$29,100
Provides for a monthly salary of \$525 for the Mayor and \$475 for each Council Member

107-Commissions and Boards
\$15,500
Upper Rum River Watershed Management Organization -\$5,298
Sunrise Watershed Management Organization - \$10,300

307-Professional Services
\$6,000
Quarterly updates of ordinances - \$6,000. Professional service requirements throughout the year including assistance with grant and direct appropriation identification and pursuit.

433-Dues and Subscriptions

\$16,000

Membership dues for the League of Minnesota Cities-\$10,000; Mediation Services for Anoka County-\$1,300; North TH 65 Corridor Coalition-\$250 and Alexandra House-\$4,500

434-Conferences/Meetings

\$1,600

Costs associated with Mayor and City Council members' attendance at League of Minnesota Cities Annual Conference, Local Government meetings, etc.

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
Council						
	E 101-41110-103 Part-Time Employees	28,442.22	29,100.00	16,975.00	29,100.00	29,100.00
	E 101-41110-107 Commissions and Boards	18,385.34	17,818.52	17,383.37	13,100.00	15,500.00
	E 101-41110-125 FICA/Medicare	2,460.93	2,226.24	1,298.64	2,200.00	2,200.00
	E 101-41110-151 Worker s Comp Insurance Prem	99.62	108.36	58.67	100.00	100.00
	E 101-41110-201 Office Supplies	144.85	134.93	44.93	200.00	200.00
	E 101-41110-231 Small Tools and Minor Equip	-	788.94	-	2,000.00	2,000.00
	E 101-41110-307 Professional Services Fees	1,155.00	2,043.23	-	8,000.00	6,000.00
	E 101-41110-331 Travel Expenses	457.66	-	-	500.00	500.00
	E 101-41110-343 Other Advertising	254.40	299.25	30.00	500.00	500.00
	E 101-41110-433 Dues and Subscriptions	20,636.00	16,289.00	6,029.00	16,000.00	16,000.00
	E 101-41110-434 Conferences/Meetings	1,014.00	1,470.89	61.97	2,000.00	1,600.00
		73,050.02	70,279.36	41,881.58	73,700.00	73,700.00



2017 Budget

FUND: 101 - General Fund
DEPT/ACTIVITY/PROJECT: 41320 – City Administration

DEPARTMENTAL PROFILE

Pursuant to City Code, Chapter 2-261, the City Administrator is the chief administrative officer of the City responsible to the City Council. The Administrator facilitates and directs implementation of the City Council's policies and directives relating to City operations and activities. Specific activities include recommendations to the Council regarding policies, operations and procedures and providing liaison between the Council, commissions, employees, residents and other governmental entities.

DEPARTMENTAL GOALS

Provide leadership and direction to employees of the City of East Bethel and work to achieve the goals established by the City Council; provide assistance to all stakeholders; provide accurate information and courteous service to City residents/visitors.

EXPENDITURE DETAILS

STAFFING

1 City Administrator
1 Administrative Coordinator
1 Receptionist
1 Part Time Cable Technician

101-Full-Time Employees Regular
\$229,800

Provides for a 2% COLA salary increase and a STEP salary increase for two eligible employees.

103 – Part-Time Employees
\$1,500
Cable Technician for recording evening meetings

201-Office Supplies
\$1,000
Miscellaneous office supplies including paper, toner, envelopes, and folders
*All City Hall employees

231-Minor Equipment
\$2,000
Computer Replacement

307 – Professional Service Fees
\$12,000
Time Savers - \$12,000
Contractual minute-taking services with Time Savers for City Council Meetings and City Council Work Meetings.

309 - Information Systems
\$11,100
Metro-Inet support services – IT support, exchange email/calendar, wireless/wired network support and data center network
Anoka County Fiber Internet

321 - Phone
\$4,000
VOIP – land line phone system and cell phone

322-Postage
\$7,000
All postage costs including 4 newsletter mailings throughout the year

331-Travel Expenses
\$2,200 Mileage reimbursement for the City Administrator

342-Legal Notices
\$2,000
Advertising costs for legal notices regarding ordinances, TNT Hearings and other legally required notices

351-Printing and Duplicating
\$3,000
City newsletter production and mailing of 4 publications to each resident

413-Office Equipment
\$6,000
Pitney Bowes postage machine lease - \$600
Ricoh copier/printer lease - \$5,500

421-Software License
\$2,000
Network software licensing/upgrades for common file servers.

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
Administration	E 101-41320-101 Full-Time Employees Regular	159,261.36	215,264.16	117,310.22	225,100.00	229,800.00
	E 101-41320-102 Full-Time Employees Overtime	292.52	441.16	157.08		-
	E 101-41320-103 Part-Time Employees	-	1,125.00	540.00	1,700.00	1,500.00
	E 101-41320-122 PERA-Coordinated Plan	10,673.22	15,316.01	8,810.05	16,600.00	16,900.00
	E 101-41320-125 FICA/Medicare	12,013.26	15,797.64	9,906.35	20,300.00	20,700.00
	E 101-41320-126 Deferred Compensation	3,055.02	3,198.91	1,763.23	4,800.00	5,600.00
	E 101-41320-131 Cafeteria Contribution	21,690.65	33,011.29	19,950.00	34,200.00	33,500.00
	E 101-41320-151 Worker s Comp Insurance Prem	1,128.96	1,717.67	1,260.91	1,700.00	1,500.00
	E 101-41320-201 Office Supplies	-	-	-	200.00	1,000.00
	E 101-41320-231 Small Tools and Minor Equip	70.13	-	-	-	2,000.00
	E 101-41320-307 Professional Services Fees		14,039.05	6,677.00	12,000.00	12,000.00
	E 101-41320-309 Information Systems		-	-		11,100.00
	E 101-41320-321 Telephone	116.51	957.23	-	-	4,000.00
	E 101-41320-322 Postage		-	-		7,000.00
	E 101-41320-331 Travel Expenses	2,012.97	2,217.75	1,157.22	2,200.00	2,200.00
	E 101-41320-342 Legal Notices		-	-		2,000.00
	E 101-41320-351 Printing and Duplicating		-	-		3,000.00
	E 101-41320-413 Office Equipment		-	-		6,000.00
	E 101-41320-421 Software Licensing		-	-		2,000.00
	E 101-41320-433 Dues and Subscriptions	20.00	-	-	100.00	-
	E 101-41320-434 Conferences/Meetings	5.00	-	-	-	-
		210,339.60	303,085.87	167,532.06	318,900.00	361,800.00



2017 Budget

FUND: 101 - General Fund
DEPT/ACTIVITY/PROJECT: 41410 – Elections

DEPARTMENTAL PROFILE

This department is responsible for providing access to the election process to the citizens of the City of East Bethel. The department is responsible for determining polling locations, acquiring and maintaining election equipment, contracting election judges, registering municipal candidates and conducting absentee and the primary and general elections.

EXPENDITURE DETAILS

402 Equipment Maintenance
\$3,800

The City and Anoka County have a joint powers agreement that includes payment of a system support fee for equipment and software. The City will store and use the equipment during each election cycle.

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
Elections						
	E 101-41410-219 General Operating Supplies	235.04	-	-	500.00	-
	E 101-41410-307 Professional Services Fees	7,141.83	-	-	10,000.00	-
	E 101-41410-331 Travel Expenses			23.81	100.00	-
	E 101-41410-342 Legal Notices	293.14	-	-	500.00	-
	E 101-41410-402 Repairs/Maint Machinery/Equip	1,807.14	2,560.42	2,630.37	2,600.00	3,800.00
	E 101-41410-434 Conferences		-	-	100.00	-
		9,477.15	2,560.42	2,654.18	13,800.00	3,800.00



2017 Budget

FUND: 101 - General Fund
DEPT/ACTIVITY/PROJECT: 41520 – Finance

DEPARTMENTAL PROFILE

Finance is responsible for all treasury operations of the City including: accounting management (accounts payable and receivable, reconciliations, and reporting to stakeholders), investment management, risk management (property liability and workers compensation), utility billing management, human resource management (payroll, benefits, employee recruitment/retention), budget management, audit management, debt service management (new issues, refinances and rating calls). This department is also responsible for information technology management (Computer - hardware / software), Media Center Management (Channel 10 / Video) and Website Administration.

DEPARTMENTAL GOALS

Departmental goals include preparation of financial statements that garner a clean audit opinion, continuous analysis of the City's financial condition and continued establishment and implementation of financial policies.

EXPENDITURE DETAILS

STAFFING

1 Finance Director
1 Finance Coordinator

101-Full-Time Employees Regular Salary
\$179,000
Provides for a 2% COLA salary increase and a STEP salary increase for two eligible employees

301-Auditing and Accounting Services
\$20,000
Annual audit of the City's financial statements

307 – Professional Service Fees
\$1,800
Anoka County - \$1,800
Cost associated with tax levy and special assessment administration

309 - Information Systems

\$4,100

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

321 - Phone

\$400

VOIP – land line phone system

342-Legal Notices

\$1,000

Publishing of the City's annual audit

421-Software License

\$1,600

Financial software support necessary if problems arise with Banyon financial and payroll software; includes upgrades and enhancements of software.

433-Dues and Subscriptions

\$300

American Payroll Association membership which provides education & training, compliance updates and access to a library of resource texts and newsletters.

434-Conferences/Meetings

\$500

Training for the Finance Coordinator and Finance Director

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
Finance						
	E 101-41520-101 Full-Time Employees Regular	153,767.36	163,369.65	91,968.92	166,100.00	179,000.00
	E 101-41520-122 PERA-Coordinated Plan	11,023.76	11,827.12	6,897.67	12,500.00	13,400.00
	E 101-41520-125 FICA/Medicare	12,908.12	12,817.64	7,457.07	14,800.00	15,800.00
	E 101-41520-126 Deferred Compensation	3,824.03	3,870.37	2,215.05	4,000.00	4,000.00
	E 101-41520-131 Cafeteria Contribution	21,694.22	22,007.70	13,300.00	22,800.00	24,000.00
	E 101-41520-151 Worker s Comp Insurance Prem	1,115.24	1,224.04	909.71	1,200.00	1,200.00
	E 101-41520-201 Office Supplies	39.99	52.73	36.05	100.00	100.00
	E 101-41520-301 Auditing and Acct g Services	19,633.00	20,000.00	21,500.00	20,000.00	20,000.00
	E 101-41520-307 Professional Services		-	-	-	1,800.00
	E 101-41520-309 Information Systems				-	4,100.00
	E 101-41520-321 Telephone				-	400.00
	E 101-41520-331 Travel Expenses	188.25	106.73	74.96	100.00	100.00
	E 101-41320-342 Legal Notices					1,000.00
	E 101-41520-421 Software Licensing	1,590.00	1,590.00	1,590.00	1,600.00	1,600.00
	E 101-41520-433 Dues and Subscriptions	-	300.00	269.00	300.00	300.00
	E 101-41520-434 Conferences/Meetings	245.00	304.50	70.00	500.00	500.00
		226,028.97	237,470.48	146,288.43	244,000.00	267,300.00



2017 Budget

FUND: 101 - General Fund
DEPT/ACTIVITY/PROJECT: 41550 – Assessing

DEPARTMENTAL PROFILE

The primary function of this department is the accurate classification and valuation of all real property listed for taxation. Existing properties need to be physically inspected every five years, all newly constructed structures need to be inspected the year of construction.

DEPARTMENTAL GOALS

Ensure full and accurate valuations for all properties within the City to provide an equitable basis for assessing taxes; provide detailed explanations to citizens with concerns about their properties' valuations; analyze and assimilate data acquired in the appraisal process into a format that will be useful and meaningful to the City and its stakeholders.

EXPENDITURE DETAILS

307-Professional Services
\$54,500
Contractual cost of assessing services

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
Assessing	E 101-41550-307 Professional Services Fees	52,118.52	54,327.00	27,246.00	54,500.00	54,500.00
		52,118.52	54,327.00	27,246.00	54,500.00	54,500.00



2017 Budget

FUND: 101 - General Fund
DEPT/ACTIVITY/PROJECT: 41610 – Legal

DEPARTMENTAL PROFILE

Legal provides counsel and support to the City Council and other City staff. In addition, the department prosecutes criminal offenses.

DEPARTMENTAL GOALS

Ensure that the City of East Bethel's interests are proactively, efficiently and thoroughly represented and protected. Closure of many longstanding issues will be aggressively pursued. The City will continue to monitor the current provision of legal services to the City to determine if the aforementioned goals are being met. When it is deemed necessary, legal specialists in various disciplines may be retained to best serve the City's interests. A portion of the cost for prosecution services is recovered through fines and penalties assessed by the court system.

EXPENDITURE DETAILS

303-Legal Services
\$150,000

Contracted legal services - \$240 per hour for Civil Services and \$103,070 annually for Prosecution

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
Law and Legal						
	E 101-41610-303 Legal Fees	133,898.36	144,854.48	67,292.19	150,000.00	150,000.00
		133,898.36	144,854.48	67,292.19	150,000.00	150,000.00



2017 Budget

FUND: 101 - General Fund
DEPT/ACTIVITY/PROJECT: 41940 – General Government Buildings

DEPARTMENTAL PROFILE

The General Government Buildings department provides for the ongoing cleaning, maintenance and utility costs for City Hall and other general City facilities. Costs for other buildings are charged to the functional department using the respective building.

DEPARTMENTAL GOALS

Maximize the efficiency and usability of City Hall to accommodate employees and equipment necessary to best serve customers of the City of East Bethel; ensure a healthy environment for employees and residents using City facilities.

EXPENDITURE DETAILS

211-Cleaning Supplies
\$500

Cleaning supplies for government facilities

223-Bldg/Facility Repair Supplies
\$2,000

Miscellaneous supplies such as light bulbs, power strips, etc.

381-Electric Utilities
\$14,000

Electrical utility services for City Hall and the City billboard

382-Gas Utilities
\$6,000

Gas utilities for City Hall

403-Buildings & Facilities Repair/Maintenance
\$19,000

City Hall janitorial service - \$4,600

Septic system pumping - \$1,500

Annual carpet cleaning \$500

Water Softener Rental - \$300

Senior Center janitorial service - \$3,400

Miscellaneous building repairs - \$8,700

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
Government Buildings						
	E 101-41940-211 Cleaning Supplies	580.01	533.83	181.92	500.00	500.00
	E 101-41940-219 General Operating Supplies	183.69	171.30	606.38	500.00	500.00
	E 101-41940-223 Bldg/Facility Repair Supplies	2,278.85	1,407.34	1,018.24	2,000.00	2,000.00
	E 101-41940-231 Small Tools and Minor Equip	183.59	-	603.89	500.00	500.00
	E 101-41940-321 Telephone	230.04	-	-	-	-
	E 101-41940-381 Electric Utilities	12,969.15	12,103.24	5,378.65	15,000.00	14,000.00
	E 101-41940-382 Gas Utilities	6,996.49	4,266.33	1,996.83	6,000.00	6,000.00
	E 101-41940-385 Refuse Removal	606.45	646.87	370.23	500.00	700.00
	E 101-41940-402 Repairs/Maint Machinery/Equip	857.05	282.52	-	500.00	500.00
	E 101-41940-403 Bldgs/Facilities Repair/Maint	7,328.96	18,115.72	7,078.68	16,000.00	19,000.00
		32,214.28	37,527.15	17,234.82	41,500.00	43,700.00



2017 Budget

FUND: 101 – General Fund
DEPT/ACTIVITY/PROJECT: 41910 – Planning and Zoning

DEPARTMENTAL PROFILE

This activity formulates, administrates and interprets ordinances enacted by the City of East Bethel. It is responsible for preparing reports and making presentations to the City Council, Planning Commission (PC) and Economic Development Authority (EDA) to facilitate their decision making. It also includes review of all building permit applications, assists with code enforcement, oversee GIS functions, economic development, environmental planning, customer service, and related activities.

DEPARTMENTAL GOALS

Improve the assimilating and data processing function for presentations to PC and City Council and EDA; provide timely and thorough review of all PC, City Council and EDA issues; provide accurate information regarding City ordinances and zoning to the public; update GIS functions, provide assistance to residents, developers, real estate agents, appraisers, insurance companies, mortgage companies, etc. regarding City ordinances and procedures. Provide support to EDA.

EXPENDITURE DETAILS

STAFFING

1 Community Development Director/City Planner
1 Administrative Assistant (.50)
1 Part Time Cable Technician

101-Full-Time Employees Regular
\$119,500

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

103 – Part-Time Employees
\$500

Cable Technician for recording evening meetings

107 – Commission Member compensation
\$1,700

201 – General Office Supplies
\$100

231-Minor Equipment
\$4,000
Computer Replacement

307 – Professional Service Fees
\$31,500
PZ minute taking and preparation-\$1,200
Anoka Conservation District Professional Services (map production, data collection, land use reviews) - \$500
Comprehensive Plan update as required by Metropolitan Council - \$28,000
Anoka County Pictometry - \$1,878

309 - Information Systems
\$4,100
Metro-INET support services – IT support, exchange email/calendar, wireless/wired network support and data center network

321 - Phone
\$700
VOIP – land line phone system and cell phone

342 – Legal Notices
\$1,300
Publications of notices for land use proposals, Comprehensive Plan Amendments, and Zoning Ordinance Amendments

421 – Software Licensing
\$6,600
GIS licensing

423 – Filing Fees
\$400
Filing of agreements (Conditional Use Permits and Variances) at Anoka County

433 – Dues and Subscriptions
\$600
Minnesota Chapter American Planning Association - \$50
National Dues APA - \$320
American Institute Certified Planners (AICP) - \$165

434 – Conferences/Meetings
\$1,000
MNAPA conference; League of MN Cities workshops; AICP exam fee, exam prep and registration (continuing education).

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
Planning and Zoning						
	E 101-41910-101 Full-Time Employees Regular	105,082.70	107,759.32	64,870.72	119,500.00	119,500.00
	E 101-41910-102 Full-Time Employees Overtime	214.51	-	130.60	-	-
	E 101-41910-103 Part-Time Employees	-	288.00	444.00	500.00	500.00
	E 101-41910-107 Commissions and Boards	1,280.00	1,160.00	-	1,700.00	1,700.00
	E 101-41910-122 PERA-Coordinated Plan	7,757.55	8,064.51	4,875.09	9,000.00	9,000.00
	E 101-41910-125 FICA/Medicare	7,667.56	8,966.55	5,774.20	10,700.00	10,800.00
	E 101-41910-126 Deferred Compensation	2,047.88	2,471.14	1,506.49	2,700.00	3,000.00
	E 101-41910-131 Cafeteria Contribution	15,839.26	16,506.00	9,975.00	17,100.00	18,000.00
	E 101-41910-151 Worker s Comp Insurance Prem	929.37	1,047.46	792.39	1,000.00	1,000.00
	E 101-41910-201 Office Supplies	44.47	169.22	43.20	100.00	100.00
	E 101-41910-231 Small Tools and Minor Equip	539.72	24.30	-	-	4,000.00
	E 101-41910-307 Professional Services Fees	13,146.30	2,684.50	3,000.00	10,200.00	31,500.00
	E 101-41910-309 Information Systems	-	-	-	-	4,100.00
	E 101-41910-321 Telephone	360.00	330.00	-	300.00	700.00
	E 101-41910-331 Travel Expenses	-	84.29	68.58	-	100.00
	E 101-41910-341 Personnel Advertising	85.60	-	-	-	-
	E 101-41910-342 Legal Notices	1,339.03	1,104.04	639.64	1,300.00	1,300.00
	E 101-41910-421 Software Licensing	576.00	400.00	-	400.00	6,600.00
	E 101-41910-423 Filing Fees	-	148.00	184.00	400.00	400.00
	E 101-41910-433 Dues and Subscriptions	95.00	140.00	-	200.00	600.00
	E 101-41910-434 Conferences/Meetings	-	-	-	500.00	1,000.00
		157,004.95	151,347.33	92,303.91	175,600.00	213,900.00



2017 Budget

FUND: 101 – General Fund
DEPT/ACTIVITY/PROJECT: 42410 – Building Inspection

DEPARTMENTAL PROFILE

This department is responsible for conducting plan reviews and on-site inspections of all building activity and septic systems installed within the City as required by State Building Code. The Building Official is also the Code Compliance Officer.

DEPARTMENTAL GOALS

Provide plan reviews and permit issuances in a timely manner, i.e., residential reviews and permits issued within 3-14 working days of receipt of complete application; commercial and institutional plan reviews and permits issued within 30 days of receipt of completed application (commercial plan review time frame does not include State or County reviews); conduct on-site inspections as scheduled in a professional manner; provide information to the public regarding building codes, septic codes, and city ordinances; conduct city ordinance violation inspections.

EXPENDITURE DETAILS

STAFFING

1 Building Official
1 Building Inspector
1 Administrative Assistant (.50)

101-Full-Time Employees Regular
\$179,500
Provides for a 2% COLA salary increase and a STEP salary increase for one eligible employee

201- Office Supplies
\$1,300
Cabinet and other miscellaneous office supplies

212- Motor Fuels

\$5,000

Reflects the increase in fuel costs and more accurately reflects fuel needed for two vehicles

219-General Operating Supplies

\$400

Includes replacement stamps for plan reviews, scale rulers, plan hangers, plan drawer dividers, picture paper, etc.

221 – Motor Vehicle Parts

\$1,000

Replacement of tires on one Building Department vehicle

231-Small Tools and Minor Equipment

\$4,000

Computer Replacement, Flashlights, and tape measures

309 - Information Systems

\$4,100

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

321 – Telephone

\$700

VOIP – land line phone system and Cell Phone charges for Building Official and Building Inspector

351-Printing and Duplicating

\$300

Inspection cards, permit applications, and other forms related to building inspection, code enforcement and dangerous dog enforcement

421-Software Licensing

\$3,200

Annual support for Permit Works software (Complaint Tracker, Septic, and Permitting)

431-Vehicle Replacement Charges

\$3,000

Future truck replacement

433- Dues and Subscriptions

\$200

Membership in the International Code Council (ICC) and Minnesota 10,000 Lakes Chapter of the ICC

434-Conferences/Meetings

\$2,600

Building Official/Inspector continuing education to maintain State certifications by attending classes sponsored by the State Building Codes and Standards Department, local colleges, the Minnesota Pollution Control Agency and sewage treatment systems education expenses.

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
Building Inspection						
	E 101-42410-101 Full-Time Employees Regular	159,794.15	159,932.92	95,854.08	173,200.00	179,500.00
	E 101-42410-102 Full-Time Employees Overtime	214.51	-	1,976.28		
	E 101-42410-122 PERA-Coordinated Plan	11,131.45	11,891.77	7,337.27	13,000.00	13,500.00
	E 101-42410-125 FICA/Medicare	12,463.49	13,324.98	8,144.72	15,800.00	16,400.00
	E 101-42410-126 Deferred Compensation	3,687.18	4,272.15	2,562.67	4,600.00	5,000.00
	E 101-42410-131 Cafeteria Contribution	26,296.54	27,510.00	16,625.00	28,500.00	30,000.00
	E 101-42410-151 Worker s Comp Insurance Prem	943.46	1,142.77	626.03	1,200.00	1,200.00
	E 101-42410-201 Office Supplies	124.84	55.50	26.59	100.00	1,300.00
	E 101-42410-212 Motor Fuels	5,051.95	3,227.61	1,503.09	5,000.00	5,000.00
	E 101-42410-219 General Operating Supplies	307.02	174.42	90.43	400.00	400.00
	E 101-42410-221 Motor Vehicles Parts	214.00	864.34	208.60	1,000.00	1,000.00
	E 101-42410-222 Tires		510.00	-		
	E 101-42410-231 Small Tools and Minor Equip	179.99	133.94	-	100.00	4,000.00
	E 101-42410-307 Professional Services Fees	-	3,759.13	1,532.25	-	-
	E 101-42410-309 Information Systems		-	-		4,100.00
	E 101-42410-321 Telephone	176.80	58.12	-	300.00	700.00
	E 101-42410-331 Travel Expenses	136.64	96.95	32.18	-	-
	E 101-42410-351 Printing and Duplicating	225.00	225.00	46.00	300.00	300.00
	E 101-42410-401 Motor Vehicle Services (Lic d)		260.00	-		
	E 101-42410-421 Software Licensing	1,495.00	1,495.00	2,990.00	3,200.00	3,200.00
	E 101-42410-422 Auto/Misc Licensing Fees/Taxes	32.00	-	32.00	100.00	100.00
	E 101-42410-431 Equipment Replacement Chgs	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
	E 101-42410-433 Dues and Subscriptions	200.00	200.00	-	200.00	200.00
	E 101-42410-434 Conferences/Meetings	2,640.00	2,394.00	-	2,400.00	2,600.00
		228,314.02	234,528.60	142,587.19	252,400.00	271,500.00



2017 Budget

FUND: 101 - General Fund
DEPT/ACTIVITY/PROJECT: 42110 – Police

DEPARTMENTAL PROFILE

This department accounts for police protection and animal control services within the City of East Bethel. The level of Anoka County Sheriff - provides patrol service for 36 hours daily coverage and 20 hours of weekly coverage by Anoka County Community Service Officers (CSO'S).

DEPARTMENTAL GOALS

Increase the presence of officers in the City's neighborhoods; support City staff with code enforcement and monitoring; provide regular, timely progress reports to the City Council regarding the aforementioned goals; strive to align the perceived priorities of the County Sheriff with the priorities of the City Council; increase the effectiveness, efficiency and accountability of animal control services.

EXPENDITURE DETAILS

307-Professional Services
\$1,041,000

Contractual cost of animal control (\$8,000) and police services, including patrol and CSO's (\$1,033,213)

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
Police Protection						
	E 101-42110-219 General Operating Supplies		99.50	-		
	E 101-42110-307 Professional Services Fees	986,329.35	1,018,394.45	806,799.25	1,034,000.00	1,041,000.00
		986,329.35	1,018,493.95	806,799.25	1,034,000.00	1,041,000.00



2017 Budget

FUND: 101 - General Fund
DEPT/ACTIVITY/PROJECT: 42210 – Fire Department

DEPARTMENTAL PROFILE

The primary mission of the East Bethel Fire Department is to provide a range of programs designed to protect the lives and property of the residents and visitors of the City of East Bethel from the adverse effects of fires, motor vehicle accidents, industrial accidents, hazardous materials incidents, or exposure to dangerous conditions.

DEPARTMENTAL GOALS

It is our vision to be known as an innovative and progressive fire department. We are dedicated to the delivery of effective fire suppression, rescue services and quality fire/safety education to the public. We strive to offer the best available education and training to our firefighters. We desire to have an atmosphere of open communication which promotes the health and welfare of individual members.

EXPENDITURE DETAILS

STAFFING

1 FT Fire Chief
1 Deputy Fire Chief
2 District Fire Chiefs
2 Captains
3 Lieutenants
1 Duty Officer
1 Training Officer
1 Part-Time Inspector
35 Paid On-call Firefighters

101-Full-Time Employees Regular
\$101,500

Full-time Fire Chief Position - Provides for a 2% COLA salary increase

103-PT Wages and Salaries
\$124,472

Fire Fighters will be paid according to the compensation schedule; Probationary Fire Fighters \$8.91 per hour, Post Probationary and Fire Fighter I level Fire Fighters \$10.05 per hour and Fire Fighter II level with all educational elements met \$11.15 and Fire fighter III level \$12.28 per hour.

<u>Position</u>	<u>Number of Officers</u>	<u>2017 Monthly</u>	<u>Annual Salary</u>
Deputy Chief	1	\$519.67	\$6,236
District Chief	2	\$279.06	\$6,697
Captain	2	\$139.54	\$3,349
Lieutenant	4	\$112.06	\$5,379
Training and Safety Officer	1	\$112.06	\$1,345
Duty Officer	1 per week	\$604.07	\$7,249
Inspector	1	\$644.64	\$7,736

- 2017 will continue with single station call out protocol. It is anticipated that the total number of calls will approximate 510 (2015 there were 549 calls). The station break down and day calls are projected to be:

Type of Call	Number of Calls	Projected Fire Fighters per Call	Pay per Call	Total Amount
All Station Call	64	12	12.28	\$9,432
Station 2 Calls	130	6	12.28	\$9,579
Station 1 Calls	187	6	12.28	\$13,779
Day Calls	129	8	12.28	\$12,674
Total Firefighter Call Cost				\$45,464

Type of Meeting/Drill	Number of Meeting/Drill	Projected Fire Fighters per Meeting/Drill	Pay per Meeting/Drill	Hours/ Position	Total Amount
Monthly Staff Meeting	4	35	12.28	2/35	\$3,439
Fire Fighting Training Drills	20	35	12.28	2/35	\$17,193
Medical Training Drills	6	35	12.28	2/35	\$5,158
Station Maintenance Drills	12	35	12.28	2/35	\$10,316
Officer Outside Required Training	1	10	12.28	12/10	\$1,474
Fire Fighter Trainers			12.28	280	\$3,439
Total Fire Fighter Meeting/Drill Cost					\$41,018

125-FICA/Medicare

\$18,500

The City contribution on wages paid.

126-Deferred Compensation

\$2,000

3% match for the full-time Fire Chief

127- Fire Pensions Contributions-City

\$14,000

Contribution funded directly by City taxpayers. This amount is the estimated amount of a voluntary contribution required by the City. The amount is figured on 35 firefighters at \$400 each.

128-Fire Pensions Contributions

\$57,000

The City receives funds from the State in the form of Fire Aid. This amount is provided directly to the Fire Relief Association to fund pension obligations. The 2017 amount is estimated from the actual amount received in 2015. The actual amount is not known until October of the year it is payable to the City.

131-Cafeteria Contribution

\$14,000

City share of benefits for the full-time Fire Chief

135-Disability Insurance

\$1,000

This is the amount paid by the City to fund the disability/life insurance policy purchased on behalf of the Firefighters.

151-Workers Comp Insurance Premium

\$23,000

In addition to the full time Fire Chief, the City purchases worker's compensation insurance for volunteer firefighters. The cost is predicated on population and number of volunteers. The cost estimate is provided by the League of Minnesota Cities Insurance Trust.

201-Offices Supplies

\$4,800

Provides for consumable supplies for the Fire Department including tablets, pencils, pens, etc. and leasing of network copier for Fire Station 1.

203-Books/Reference Materials

\$1,600

Provides for training materials, current map books and new up to date code books

212-Motors Fuels

\$15,000

The Department's share of fuel costs for 2017

213- Lubricants and Additives

\$200

Provides for oil, pump lubricants, etc. for firefighting equipment

214-Clothing & Personal Equipment

\$15,000

Personal Protective Equipment for six Fighters; turnout gear \$2,000 per set, helmets \$200, boots \$200, Hood and Gloves \$125. This is replacement of very old and worn turnout gear. Most gear needing replacement is dated to 1998

215-Shop Supplies

\$300

Materials needed to maintain the shop such as rags, non-vehicle lubricants, miscellaneous nuts/bolts, etc.

217-Safety Supplies

\$6,500

This covers gloves, glasses, coveralls, and medical supplies. It also covers a \$3,800 per year medical directorship for EMS (Emergency Medical Services) or medical response protocols.

219-General Operating Supplies

\$2,500

This is for all items used to run the three stations. This increase is based on recent historical expenditures.

221-Motor Vehicles/Equipment Parts

\$2,000

Provides for repair and maintenance items such as filters, hoses, hydraulics, etc. on firefighting equipment

222-Tires

\$1,800

This is for replacement of tires on large trucks.

223-Bldg/Facility Repair Supplies

\$800

Provides for repairs to any of the three facilities as necessary including plumbing, electrical, mechanical, etc.

229-Equipment Parts

\$800

Provides for replacement parts for equipment items such as pumps, jaws-of-life, etc.

231-Small Tools and Minor Equipment

\$8,500

Provides for purchase of minor equipment such as axes, hose, couplings and fittings for fire hoses \$1,575 and the purchase of 7 pagers totaling \$4,200, 3 1 3/4" nozzles (3 @ \$350 or \$1,150) Annual update of older AED (Automatic Electronic Defibrillator) to meet new CPR protocols \$350.

306-Personnel/Labor Relations

\$1,800

Drug testing services

307-Professional Services Fees

\$6,500

Provides initial physicals (5 @ \$ 500), continuing health surveillance of firefighters (35 @ \$85), behavior management assistance, respiratory screening (35 @ \$30), and hep-b shots as required by NFPA and OSHA

309-Information Systems

\$17,200

Fire Department share of the total cost of Information Network of the City

321-Telephones

\$5,400

Provides for telephone service for three stations, an analog line at each station plus one fax line, five cellular phone services, four wireless connections for Mobile Dispatch

351-Printing and Duplicating

\$500

Copying of maps, run, ticket, and medical forms and publishing the SOG manual

381-Electrical Utilities

\$9,500

Electric utility service for three stations

382-Gas Utilities

\$11,000

Gas utility service for three stations

385-Refuse Removal

\$800

Refuse removal for three stations

401-Motor Vehicle Services (Lic'd)

\$3,000

Provides for repair and maintenance services on fire vehicles that are outside City shop's/repair capabilities

402-Repairs/Maint Machinery/Equip

\$21,000

Repairs to radios, pagers, fire ext., detectors, etc. - \$1,000; warning sirens maintenance and contract – (15 sirens x \$1,250) \$18,750. (2013 Actual Expense was \$ 19,044)

403-Bldgs/Facilities Repair/Maint.

\$6,000

Provides for maintenance of air compressor, frozen utility lines, etc.; the cleaning and care of six door mats twice a month, and a cleaning service twice a month for the restrooms, office area and hallways at Station 1.

421-Software Licensing

\$5,900

Installation of Dispatch Software to advise responding units and personnel. Also Anoka County Fire Protection Council JPA fees for the Public Safety Data System (Estimated 2017: \$4,825)

422-Auto/Misc Licensing Fees/Taxes

\$1,500

Radio user fees \$900. Anoka County solid waste management charges of \$600 are assessed to fire stations annually.

431-Vehicle Replacement Charges

\$115,000

Replacement trucks from the Equipment Acquisition Fund

433-Dues and Subscriptions

\$1,400

Professional firefighter associations for officers and fire inspectors

434-Training (Conferences/Meetings)

\$11,500

Outside training for Fire Fighters and Officers to meet basic requirements and EMT Refresher for 8 firefighters.

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
Fire Protection						
	E 101-42210-101 Full-Time Employees Regular	95,446.27	98,023.49	51,859.20	92,900.00	101,500.00
	E 101-42210-103 Part-Time Employees	101,730.39	107,314.29	57,564.29	120,800.00	124,500.00
	E 101-42210-125 FICA/Medicare	14,807.53	15,345.00	8,450.59	17,500.00	18,500.00
	E 101-42210-126 Deferred Compensation	2,000.00	1,964.86	1,112.16	2,000.00	2,000.00
	E 101-42210-127 Fire Pension Contribution-City	14,000.00	14,000.00	-	14,000.00	14,000.00
	E 101-42210-128 Fire Pension Contrib.-State	55,354.49	59,193.99	-	43,500.00	57,000.00
	E 101-42210-131 Cafeteria Contribution	12,847.03	13,003.92	7,816.62	13,400.00	14,000.00
	E 101-42210-135 Disability Insurance	396.24	396.24	931.25	1,000.00	1,000.00
	E 101-42210-141 Unemploy Benefit Payments		35.65	-		
	E 101-42210-151 Worker s Comp Insurance Prem	22,960.22	25,218.20	22,338.68	25,000.00	23,000.00
	E 101-42210-201 Office Supplies	635.05	383.40	237.78	1,200.00	4,800.00
	E 101-42210-203 Books/Ref. Materials/Software	497.75	-	347.00	1,600.00	1,600.00
	E 101-42210-211 Cleaning Supplies	223.43	137.69	177.49		200.00
	E 101-42210-212 Motor Fuels	14,844.28	9,034.92	3,875.51	15,000.00	15,000.00
	E 101-42210-213 Lubricants and Additives	472.67	-	-	200.00	200.00
	E 101-42210-214 Clothing & Personal Equipment	7,705.39	14,662.86	13,583.02	13,700.00	15,000.00
	E 101-42210-215 Shop Supplies	-	432.19	89.91	500.00	300.00
	E 101-42210-217 Safety Supplies	4,762.60	6,468.63	1,898.00	5,000.00	6,500.00
	E 101-42210-219 General Operating Supplies	3,816.71	3,670.01	1,325.87	2,500.00	2,500.00
	E 101-42210-221 Motor Vehicles Parts	283.36	2,511.50	234.05	2,000.00	2,000.00
	E 101-42210-222 Tires	-	605.44	2,112.48	1,800.00	1,800.00
	E 101-42210-223 Bldg/Facility Repair Supplies	1,393.67	437.49	661.25	800.00	800.00
	E 101-42210-229 Equipment Parts	344.08	279.02	513.26	800.00	800.00
	E 101-42210-231 Small Tools and Minor Equip	14,090.71	5,705.56	9,204.66	6,500.00	8,500.00
	E 101-42210-306 Personnel/Labor Relations	1,718.65	1,722.59	594.20	1,400.00	1,800.00
	E 101-42210-307 Professional Services Fees	1,658.53	2,933.00	5,331.00	6,500.00	6,500.00
	E 101-42210-309 Information Systems		-	-		17,200.00
	E 101-42210-321 Telephone	6,425.39	6,484.85	2,002.92	10,400.00	5,400.00
	E 101-42210-341 Personnel Advertising	162.50	-	-	-	-
	E 101-42210-351 Printing and Duplicating	165.00	582.50	-	500.00	500.00
	E 101-42210-381 Electric Utilities	9,538.72	8,470.79	4,331.67	9,500.00	9,500.00
	E 101-42210-382 Gas Utilities	13,098.15	9,286.80	4,177.11	12,000.00	11,000.00
	E 101-42210-385 Refuse Removal	714.05	1,619.36	541.22	800.00	800.00
	E 101-42210-401 Motor Vehicle Services (Lic d)	3,052.98	545.00	2,483.71	3,000.00	3,000.00
	E 101-42210-402 Repairs/Maint Machinery/Equip	14,583.52	26,873.11	11,011.46	19,000.00	21,000.00
	E 101-42210-403 Bldgs/Facilities Repair/Maint	8,909.20	6,842.44	641.47	6,000.00	6,000.00
	E 101-42210-415 Other Equipment Rentals	580.00	580.00	-	-	-
	E 101-42210-421 Software Licensing	-	2,866.22	4,859.62	4,500.00	5,900.00
	E 101-42210-422 Auto/Misc Licensing Fees/Taxes	630.39	598.39	615.16	4,500.00	1,500.00
	E 101-42210-431 Equipment Replacement Chgs	115,000.00	115,000.00	115,000.00	115,000.00	115,000.00
	E 101-42210-433 Dues and Subscriptions	951.00	1,014.00	1,399.00	1,000.00	1,400.00
	E 101-42210-434 Conferences/Meetings	9,452.29	26,532.87	8,147.00	10,500.00	11,500.00
		555,252.24	590,776.27	345,468.61	586,300.00	633,500.00



2017 Budget

FUND: 101 - General Fund
DEPT/ACTIVITY/PROJECT: 43110 – Engineering

DEPARTMENTAL PROFILE

Engineering encompasses surveys, design support, mapping, planning assistance and other general engineering activities necessary for municipal operations. Services are provided for by a consulting engineer. This department will account for costs that cannot be charged directly to developers or do not directly relate to another functional department.

DEPARTMENTAL GOALS

Provide continued assistance in further updates to the transportation plan; provide review and update services on public work standards for public works facilities and infrastructure; maintain the City's storm water management plan and continue to provide support to City staff and City customers as necessary.

EXPENDITURE DETAILS

302-Engineering Services
\$40,000
Project services and support

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
Engineering						
	E 101-43110-302 Architect/Engineering Fees	32,798.23	45,740.39	6,553.21	35,000.00	40,000.00
		32,798.23	45,740.39	6,553.21	35,000.00	40,000.00



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 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
Public Works - Park Maintenance						
	E 101-43201-101 Full-Time Employees Regular	197,040.51	190,780.17	107,111.57	211,600.00	217,400.00
	E 101-43201-102 Full-Time Employees Overtime	2,640.23	937.64	756.23	1,000.00	1,100.00
	E 101-43201-103 Part-Time Employees	5,999.00	4,098.75	2,550.00	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	3,018.42	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	8,324.65	15,900.00	16,300.00
	E 101-43201-125 FICA/Medicare	18,987.26	18,748.86	10,740.07	21,000.00	22,000.00
	E 101-43201-126 Deferred Compensation	5,932.81	6,154.34	3,450.27	6,300.00	8,000.00
	E 101-43201-131 Cafeteria Contribution	43,388.44	44,016.00	26,600.00	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	1,224.50	500.00	600.00
	E 101-43201-212 Motor Fuels	19,980.07	11,901.92	4,949.99	18,000.00	16,000.00
	E 101-43201-213 Lubricants and Additives	119.29	268.93	160.47	500.00	500.00
	E 101-43201-214 Clothing & Personal Equipment	1,361.05	1,415.35	540.05	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	214.82	2,000.00	2,500.00
	E 101-43201-217 Safety Supplies	254.40	149.96	100.47	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	175.91	2,100.00	2,100.00
	E 101-43201-222 Tires	627.06	1,163.74	223.90	1,000.00	1,000.00
	E 101-43201-223 Bldg/Facility Repair Supplies	1,901.61	11,808.23	1,144.07	2,500.00	2,500.00
	E 101-43201-225 Park/Landscaping Materials	2,084.73	5,112.74	3,641.53	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	2,585.55	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	300.80	300.00	300.00
	E 101-43201-307 Professional Services Fees	529.00	232.00	500.00	600.00	600.00
	E 101-43201-321 Telephone	1,410.69	1,348.16	340.87	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	1,683.74	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	1,315.04	2,500.00	2,500.00
	E 101-43201-403 Bldgs/Facilities Repair/Maint	786.50	2,351.17	3,121.78	3,500.00	3,500.00
	E 101-43201-405 Park & Landscape Services	323.00	323.00	2,250.00	1,500.00	1,500.00
	E 101-43201-415 Other Equipment Rentals	9,368.92	9,092.36	4,625.14	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	221,810.07	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 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
Public Works - Streets						
	E 101-43220-101 Full-Time Employees Regular	252,705.10	274,148.00	169,329.17	306,300.00	321,500.00
	E 101-43220-102 Full-Time Employees Overtime	16,997.48	3,695.88	731.22	10,500.00	10,700.00
	E 101-43220-103 Part-Time Employees	3,961.00	3,978.75	2,550.00	6,100.00	6,200.00
	E 101-43220-105 Employee On Call/Standby Pay	-	9,170.98	5,074.16	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	13,135.10	23,000.00	24,100.00
	E 101-43220-125 FICA/Medicare	22,642.52	23,344.41	14,561.11	29,900.00	31,900.00
	E 101-43220-126 Deferred Compensation	7,541.98	7,844.44	4,858.68	8,400.00	10,000.00
	E 101-43220-131 Cafeteria Contribution	48,706.76	49,518.00	33,250.00	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	8,254.30	36,000.00	33,000.00
	E 101-43220-213 Lubricants and Additives	3,648.27	3,161.23	2,325.18	3,200.00	3,200.00
	E 101-43220-214 Clothing & Personal Equipment	2,694.74	1,399.21	548.55	3,000.00	3,000.00
	E 101-43220-215 Shop Supplies	948.83	1,319.36	734.02	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	429.94	1,800.00	1,800.00
	E 101-43220-218 Welding Supplies	975.88	557.91	543.77	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	2,163.00	7,200.00	7,200.00
	E 101-43220-222 Tires	3,047.67	4,416.22	1,603.64	4,500.00	4,500.00
	E 101-43220-223 Bldg/Facility Repair Supplies	1,197.29	1,324.76	774.07	500.00	500.00
	E 101-43220-224 Street Maint Materials	62,966.78	41,539.21	36,002.92	73,500.00	73,500.00
	E 101-43220-226 Sign/Striping Repair Materials	4,036.12	3,789.65	2,210.99	7,000.00	7,000.00
	E 101-43220-229 Equipment Parts	17,928.26	9,941.18	3,888.07	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	5,824.94	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	653.45	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	1,328.97	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	-	166.63	100.00	100.00
	E 101-43220-381 Electric Utilities	18,699.68	17,214.80	8,627.69	20,000.00	20,000.00
	E 101-43220-382 Gas Utilities	8,248.87	4,480.31	2,286.34	7,000.00	7,000.00
	E 101-43220-385 Refuse Removal	2,673.58	6,374.27	1,145.05	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	3,673.94	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	165.00	-	-
	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	484,130.11	863,500.00	897,500.00



2017 Budget

FUND: 101 - General Fund
DEPT/ACTIVITY/PROJECT: 45311 – Civic Events

DEPARTMENTAL PROFILE

This department accounts for funding of community events and activities.

DEPARTMENTAL GOALS

Provide funding for events that foster or promote community and pride in the City of East Bethel

EXPENDITURE DETAILS

307-Professional Services
\$2,500 for Saturday night Fireworks Display

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
Civic Events						
	E 101-45311-307 Professional Services Fees	2,501.00	2,500.00	2,500.00	2,500.00	2,500.00
		2,501.00	2,500.00	2,500.00	2,500.00	2,500.00



2017 Budget

FUND: 101 - General Fund
DEPT/ACTIVITY/PROJECT: 48140 – Risk Management

DEPARTMENTAL PROFILE

Risk Management provides for the City's insurance needs, excluding workers compensation which is charged to the respective departments.

DEPARTMENTAL GOALS

Continually reassess the City's insurance needs; promptly report and follow through on all claims; regularly solicit insurance providers to ensure that the City has the most cost effective coverage in place; complete a comprehensive analysis of all of the City's coverage.

EXPENDITURE DETAILS

307-Professional Services
\$5,000
Insurance agent fees

361-General Liability Insurance
\$43,000
Includes excess liability insurance of \$1 million in addition to \$1.5 million of general liability insurance coverage.

362-Property Insurance
\$36,000
Insurance covering all property owned by the City

363-Automotive Insurance
\$13,000
Insurance for City vehicles

366-Machinery Breakdown Insurance
\$2,500

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
Risk Management						
	E 101-48140-307 Professional Services Fees	6,500.00	6,500.00	5,000.00	5,000.00	5,000.00
	E 101-48140-361 General Liability Ins	48,617.00	40,422.00	24,899.00	45,000.00	43,000.00
	E 101-48140-362 Property Ins	38,796.00	35,309.00	33,514.00	37,000.00	36,000.00
	E 101-48140-363 Automotive Ins	13,353.00	11,554.00	9,750.00	13,000.00	13,000.00
	E 101-48140-366 Machinery Breakdown	2,156.00	2,214.00	2,132.00	2,500.00	2,500.00
	E 101-48140-368 Bonding Insurance	458.00	426.00	499.00	500.00	500.00
	E 101-48140-369 Other Insurance	927.00	842.00	-	1,000.00	-
		110,807.00	97,267.00	75,794.00	104,000.00	100,000.00



2017 Budget

FUND: 101 - General Fund
DEPT/ACTIVITY/PROJECT: 49360 – Transfers Out

DEPARTMENTAL PROFILE

All transfers from the General Fund are identified and accounted for in this department. Transfers include amounts identified for Road Capital for street projects such as mill and overlay and paving projects and General Capital for general capital projects such as buildings, parking lots, etc. By creating this department, the results of operating departments will not be affected by capital spending that tends to fluctuate from year to year. Operating departments' expenditures will reflect only operating costs which should remain fairly consistent from year to year.

DEPARTMENTAL GOALS

Continued accurate tracking and oversight of all inter-fund transfers

EXPENDITURE DETAILS

932-Transfer to Building Capital Fund
\$50,000
Set aside funds for future building needs.

935-Transfer to Roads Capital Fund
\$425,000
Allocate funding for roads projects to include mill and overlay and construction.

936-Transfer to Parks Capital Fund
\$60,000
Funding for park projects such as playground equipment replacement

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
Transfers						
	E 101-49360-932 Bldg Capital Transfers	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
	E 101-49360-935 Street Capital Transfers	425,000.00	425,000.00	425,000.00	425,000.00	425,000.00
	E 101-49360-936 Parks Capital Transfers	50,000.00	50,000.00	55,000.00	55,000.00	60,000.00
	E 101-49360-934 Debt Fund Transfer	1,036,000.00	-	-	-	-
	E 101-50600-938 Capital Project Fund Transfers	429.98	-	-	-	-
		1,561,429.98	525,000.00	530,000.00	530,000.00	535,000.00

City of East Bethel
2017 Special Revenue Fund Budget (Summary)

Fund Description	Recycling	HRA	EDA	Total
Fund Number	226	230	232	
Revenue				
Levy		26,600	97,500	124,100
Special Assessments			4,000	4,000
County Grants	50,800			50,800
Fees	2,400			2,400
Total Revenue	53,200	26,600	101,500	181,300
Expenditures				
Salaries and Wages	20,200	-	-	20,200
Supplies	700	-	-	700
Fees for Service	32,300	1,600	22,100	56,000
Future Projects	-	-	19,400	19,400
Transfer to General for Salaries	-	25,000	60,000	85,000
Total Expenditures	53,200	26,600	101,500	181,300
Revenue over Expenditures	-	-	-	-



2017 Budget

FUND: 226 - Recycling Fund
DEPT/ACTIVITY/PROJECT: 43235 – Recycling Operations

DEPARTMENTAL PROFILE

Recycling Operations provide for the collection and disposal of recyclable waste. A grant from Anoka County provides partial funding for this service.

DEPARTMENTAL GOALS

Determine the appropriate role of the City in regard to the operation and funding of the recycling center.

REVENUE DETAILS

33600-County Grants
\$50,800

Anoka County reimbursement grant for recycling activities

34403-Recyclables Redeemed
\$2,400

The City receives revenue for receipts on its “recycling days” and users of the recycled oil receptacle are asked to donate for the service. All other revenues for aluminum, glass, newspaper, tin and glass are retained by various community groups.

EXPENDITURE DETAILS

101-Salary Allocation
\$14,800

A portion of the City Administrators and Recycling Coordinators time spent on Recycling activities is reallocated to this fund

307-Professional Services
\$19,500

Management fees for operating the recycling center. \$1,200 monthly to manage the Recycling Center and \$417.80 per month for drop off Saturday recycling.

322-Postage/Delivery
\$1,500

Share of newsletter costs; delivery of recycled cardboard to the redemption center (all other recyclables’ transport costs are paid by the benefiting entity)

343-Other Advertising

\$1,000

Educational efforts to encourage participation in recycling efforts

381-Electric Utilities

\$1,600

Electrical service for the recycle building

382-Gas Utilities

\$2,000

Gas service for the recycle building

385-Refuse Removal

\$4,500

Disposal costs of non-recyclable waste left at the recycling center and from Coon Lake clean up day

402-Repairs/Maint Machinery/Equip

\$500

Repair/maintenance/replacement of equipment

403-Bldgs/Facilities Repair/Maint

\$600

Repair and maintenance service from outside vendors when city staff is unable to make repairs

415-Other Equipment Rentals

\$900

Rental of porta-potties at the recycling center

422-Auto/Misc Licensing Fees/Taxes

\$100

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
Recycling						
	E 226-43235-101 Full-Time Employees Regular	15,550.00	21,063.52	10,901.32	20,000.00	14,800.00
	E 226-43235-102 Full-Time Employees Overtime			114.18		
	E 226-43235-122 PERA-Coordinated Plan	1,151.23	1,568.96	817.98	1,500.00	1,100.00
	E 226-43235-125 FICA/Medicare	1,209.39	1,611.38	842.86	1,600.00	1,400.00
	E 226-43235-131 Cafeteria			-		2,500.00
	E 226-43235-126 Deferred Compensation			3.43		400.00
	E 226-43235-201 Office Supplies	36.95	-	-	100.00	100.00
	E 226-43235-219 General Operating Supplies	810.44	215.41	1,001.54	200.00	200.00
	E 226-43235-223 Bldg/Facility Repair Supplies	1,289.35	6,860.70	2,707.25	400.00	400.00
	E 226-43235-231 Small Tools and Minor Equip	37.99	3,521.15	-	-	-
	E 226-43235-307 Professional Services Fees	20,490.28	20,123.00	11,318.72	19,500.00	19,500.00
	E 226-43235-322 Postage/Delivery	1,030.46	924.02	115.04	1,500.00	1,500.00
	E 226-43235-331 Travel Expenses	27.89	103.78	32.57	100.00	100.00
	E 226-43235-343 Other Advertising	272.50	545.00	285.00	1,000.00	1,000.00
	E 226-43235-351 Printing and Duplicating	149.73	286.46	52.08		
	E 226-43235-381 Electric Utilities	1,672.98	1,371.17	767.00	1,600.00	1,600.00
	E 226-43235-382 Gas Utilities	1,906.70	981.60	719.01	2,000.00	2,000.00
	E 226-43235-385 Refuse Removal	3,790.34	8,046.39	7,563.99	4,500.00	4,500.00
	E 226-43235-388 Hazardous Waste Disposal	-	-	-	-	-
	E 226-43235-402 Repairs/Maint Machinery/Equip	245.83	678.58	-	500.00	500.00
	E 226-43235-403 Bldgs/Facilities Repair/Maint	18,843.62	36,892.18	503.51	600.00	600.00
	E 226-43235-415 Other Equipment Rentals	814.70	910.00	490.00	900.00	900.00
	E 226-43235-422 Auto/Misc Licensing Fees/Taxes	21.29	21.29	21.29	100.00	100.00
		69,351.67	105,724.59	38,256.77	56,100.00	53,200.00



2017 Budget

FUND: 230 – Housing & Redevelopment Authority
DEPT/ACTIVITY/PROJECT: 23000 – Housing & Redevelopment

DEPARTMENTAL PROFILE

The City is authorized by Minnesota Statutes, Chapter 469.001 to 469.047 (the ACT) to establish a Housing and Redevelopment Authority (HRA) to address;

- a) the shortage of decent, safe and sanitary dwelling accommodations available to persons of low and moderate income and their families at prices and amounts they can afford within the City of East Bethel;
- b) substandard, slum or blighted areas existing within the City of East Bethel which cannot be redeveloped without government assistance.

DEPARTMENTAL GOALS

The East Bethel Housing and Redevelopment Authority's purpose, pursuant to Minnesota law, is to provide a sufficient supply of adequate, safe and sanitary dwellings to persons of low and moderate income and their families at prices and amounts they can afford within the City of East Bethel; to address substandard, slum or blighted areas existing within the City of East Bethel which cannot be redeveloped without government assistance.

EXPENDITURE DETAILS

303-Legal Fees

\$1,000

Contracted legal services

322-Postage

\$100

Postage costs for mailings

331-Travel Expenses

\$100

Personal auto mileage or meal reimbursement while conducting HRA business

342-Legal Notices

\$100

Publications of legal notices

434-Conferences/Training

\$300

Staff and Board members continued education

933-Transfer to City General Fund

\$25,000

Support Executive Director, Community Development Director, Finance Director, and Support Staff

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
HRA						
	E 230-23000-303 Legal Fees	-	-	-	1,000.00	1,000.00
	E 230-23000-322 Postage	-	-	-	100.00	100.00
	E 230-23000-331 Travel Expenses	-	-	-	100.00	100.00
	E 230-23000-342 Legal Notices	-	-	-	100.00	100.00
	E 230-23000-434 Conferences/Meetings	270.00	275.00	280.00	300.00	300.00
	E 230-23000-933 Gen l Fund Reimb Transfers	15,000.00	25,000.00	25,000.00	25,000.00	25,000.00
		15,270.00	25,275.00	25,280.00	26,600.00	26,600.00



2017 Budget

FUND: 232 – Economic Development Authority
DEPT/ACTIVITY/PROJECT: 23200 – Economic Development Authority

DEPARTMENTAL PROFILE: The EDA addresses the City’s need to proactively deal with economic development, housing, and redevelopment issues within the city. It is responsible for making presentations to the EDA and City Council to facilitate their decision making. It also includes direct interaction with the business community.

DEPARTMENTAL GOALS: The East Bethel EDA goals are to assist in increasing the amounts and types of services offered within the city, help restore blighted properties by encouraging redevelopment activities, achieve commercial development, encourage development of housing with the city that is safe, diverse, and gives residents affordable options to own a home.

EXPENDITURE DETAILS

107-Commission and Boards
\$1,600

303-Legal Services
\$10,000
Contracted legal services

307-Professional Services Fees
\$6,000
Contract consulting services as required \$6,000 for Civic Plus Webhosting

331-Travel Expenses
\$400
Personal auto mileage and/or meal reimbursement while conducting EDA business

342-Legal Notices
\$200
Publication of legal notices

433-Dues and Subscriptions
\$700
Economic Development Association of Minnesota (EDAM)

434-Conferences/Training

\$3,200

EDAM workshops and other economic development training. MNCAR Expo

xxx-Potential Costs involved with 2017 Development

\$19,400

Potential Costs involved with 2017 Development

933-Transfer to City General Fund

\$60,000

Support Executive Director, Community Development Director, and Support Staff

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
EDA						
	E 232-23200-107 Commissions and Boards	320.00	500.00	-	1,600.00	1,600.00
	E 232-23200-201 Office Supplies	-	35.65	-	-	-
	E 232-23200-303 Legal Fees	-	-	-	10,000.00	10,000.00
	E 232-23200-307 Professional Services Fees	6,178.70	49,177.54	6,671.90	6,000.00	6,000.00
	E 232-23200-331 Travel Expenses	-	-	-	400.00	400.00
	E 232-23200-342 Legal Notices	-	-	-	200.00	200.00
	E 232-23200-433 Dues and Subscriptions	415.00	598.00	-	700.00	700.00
	E 232-23200-421 Software Licensing	-	14,143.00	-	-	-
	E 232-23200-434 Conferences/Meetings	-	-	-	700.00	3,200.00
	E 232-23200-933 Gen I Fund Reimb Transfers	56,000.00	60,000.00	60,000.00	60,000.00	60,000.00
	E 232-23200-999 Future Projects	-	-	-	43,422.00	19,400.00
		62,913.70	124,454.19	66,671.90	123,022.00	101,500.00

**City of East Bethel
2017 Debt Service Budget**

Fund Description	2013 A	2008 A	2010	2015A	2014A	2010 C	Total
Fund Number	301	308	309	310	311	312	
Revenue							
Levy	128,500	180,000		519,000	331,000		1,158,500
Special Assessments		16,000		12,500			28,500
Well Remediation Fees			6,200				6,200
Total Revenue	128,500	196,000	6,200	531,500	331,000	-	1,193,200
Expenditures							
Debt Service - Principal	90,000	140,000	3,000	105,000		565,000	903,000
Interest	31,200	32,000	600	392,800	188,000	9,800	654,400
Fiscal Agent Fees	1,000	1,000	-	1,000	1,000	1,000	5,000
Total Expenditures	122,200	173,000	3,600	498,800	189,000	575,800	1,562,400
Revenue over Expenditures	6,300	23,000	2,600	32,700	142,000	(575,800)	(369,200)

*2013A is the former 2005A bond--refinanced in 2013. These bonds were originally issued to fund a replacement fire station and warning sirens

*2008A were issued to fund the cost of the Castle Towers Wastewater Treatment Plant

*2010 were issued to partially fund the construction of a new well to deliver water services to residents in Whispering Aspen

*2015A is the former 2010A--refinanced in 2015. These were issued to fund construction of water/sewer infrastructure improvements

*2014A is the former 2010B--refinanced in 2014. These were issued to fund construction of water/sewer infrastructure improvements

*2010C were issued to fund construction of water/sewer infrastructure improvements

Debt Service Schedule

	Bond Trust Callable 2/1/21	US Bank Callable 2/1/18	MN PFA Not Callable	Bond Trust Callable 5/1/25	Bond Trust Callable 2/1/23	US Bank Not Callable	Total
	2013A Feb/Aug	2008A Feb/Aug	2010 Feb/Aug	2015A Feb/Aug	2014A Feb/Aug	2010C Feb/Aug	Total
Original Principal	\$ 1,250,000 301	\$ 1,715,000 308	\$ 74,601 309	\$ 11,850,000 310	\$ 5,485,000 311	\$ 1,260,000 312	
Principal	90,000.00	140,000.00	3,000.00	105,000.00		565,000.00	903,000.00
Interest	31,200.00	31,560.00	505.90	392,800.00	187,675.00	9,746.25	653,487.15
Total 2017	121,200.00	171,560.00	3,505.90	497,800.00	187,675.00	574,746.25	1,556,487.15
Principal	95,000.00	155,000.00	4,000.00	110,000.00		-	364,000.00
Interest	28,425.00	25,660.00	475.90	388,500.00	187,675.00	-	630,735.90
Total 2018	123,425.00	180,660.00	4,475.90	498,500.00	187,675.00	-	994,735.90
Principal	100,000.00	170,000.00	4,000.00	110,000.00	230,000.00	-	614,000.00
Interest	25,500.00	19,160.00	435.90	384,100.00	184,225.00	-	613,420.90
Total 2019	125,500.00	189,160.00	4,435.90	494,100.00	414,225.00	-	1,227,420.90
Principal	100,000.00	175,000.00	4,000.00	120,000.00	230,000.00	-	629,000.00
Interest	22,500.00	12,260.00	395.90	379,500.00	177,325.00	-	591,980.90
Total 2020	122,500.00	187,260.00	4,395.90	499,500.00	407,325.00	-	1,220,980.90
Principal	110,000.00	125,000.00	4,000.00	130,000.00	180,000.00	-	549,000.00
Interest	19,350.00	6,260.00	355.90	374,500.00	171,175.00	-	571,640.90
Total 2021	129,350.00	131,260.00	4,355.90	504,500.00	351,175.00	-	1,120,640.90
Principal	110,000.00	10,000.00	4,000.00	180,000.00	185,000.00	-	489,000.00
Interest	16,050.00	3,525.00	315.90	368,300.00	165,700.00	-	553,890.90
Total 2022	126,050.00	13,525.00	4,315.90	548,300.00	350,700.00	-	1,042,890.90
Principal	115,000.00	10,000.00	4,000.00	150,000.00	200,000.00	-	479,000.00
Interest	12,675.00	3,055.00	275.90	361,700.00	159,925.00	-	537,630.90
Total 2023	127,675.00	13,055.00	4,275.90	511,700.00	359,925.00	-	1,016,630.90
Principal	120,000.00	10,000.00	4,000.00	205,000.00	200,000.00	-	539,000.00
Interest	9,150.00	2,585.00	235.90	354,600.00	154,575.00	-	521,145.90
Total 2024	129,150.00	12,585.00	4,235.90	559,600.00	354,575.00	-	1,060,145.90
Principal	120,000.00	10,000.00	4,000.00	235,000.00	210,000.00	-	579,000.00
Interest	5,550.00	2,115.00	195.90	345,800.00	149,337.50	-	502,998.40
Total 2025	125,550.00	12,115.00	4,195.90	580,800.00	359,337.50	-	1,081,998.40
Principal	125,000.00	10,000.00	4,000.00	290,000.00	220,000.00	-	649,000.00
Interest	1,875.00	1,645.00	155.90	335,300.00	143,425.00	-	482,400.90
Total 2026	126,875.00	11,645.00	4,155.90	625,300.00	363,425.00	-	1,131,400.90
Principal		10,000.00	4,000.00	350,000.00	225,000.00	-	589,000.00
Interest		1,175.00	115.90	324,250.00	137,025.00	-	462,565.90
Total 2027	-	11,175.00	4,115.90	674,250.00	362,025.00	-	1,051,565.90
Principal		10,000.00	4,000.00	420,000.00	230,000.00	-	664,000.00
Interest		705.00	75.90	312,700.00	130,200.00	-	443,680.90
Total 2028	-	10,705.00	4,075.90	732,700.00	360,200.00	-	1,107,680.90
Principal		10,000.00	3,589.20	480,000.00	245,000.00	-	738,589.20
Interest		235.00	35.90	299,200.00	122,462.50	-	421,933.40
Total 2029	-	10,235.00	3,625.10	779,200.00	367,462.50	-	1,160,522.60
Principal		-	-	555,000.00	255,000.00	-	810,000.00
Interest		-	-	283,675.00	113,712.50	-	397,387.50
Total 2030	-	-	-	838,675.00	368,712.50	-	1,207,387.50
Principal		-	-	665,000.00	265,000.00	-	930,000.00
Interest		-	-	264,959.38	104,612.50	-	369,571.88
Total 2031	-	-	-	929,959.38	369,612.50	-	1,299,571.88
Principal		-	-	750,000.00	280,000.00	-	1,030,000.00
Interest		-	-	242,850.01	95,075.00	-	337,925.01
Total 2032	-	-	-	992,850.01	375,075.00	-	1,367,925.01
Principal		-	-	770,000.00	295,000.00	-	1,065,000.00
Interest		-	-	218,618.76	85,012.50	-	303,631.26
Total 2033	-	-	-	988,618.76	380,012.50	-	1,368,631.26
Principal		-	-	790,000.00	310,000.00	-	1,100,000.00
Interest		-	-	193,268.76	74,425.00	-	267,693.76
Total 2034	-	-	-	983,268.76	384,425.00	-	1,367,693.76
Principal		-	-	815,000.00	320,000.00	-	1,135,000.00
Interest		-	-	166,678.13	62,600.00	-	229,278.13
Total 2035	-	-	-	981,678.13	382,600.00	-	1,364,278.13
Principal		-	-	840,000.00	255,000.00	-	1,095,000.00
Interest		-	-	138,750.00	51,100.00	-	189,850.00
Total 2036	-	-	-	978,750.00	306,100.00	-	1,284,850.00
Principal		-	-	860,000.00	265,000.00	-	1,125,000.00
Interest		-	-	110,062.50	40,700.00	-	150,762.50
Total 2037	-	-	-	970,062.50	305,700.00	-	1,275,762.50
Principal		-	-	885,000.00	280,000.00	-	1,165,000.00
Interest		-	-	80,062.50	29,800.00	-	109,862.50
Total 2038	-	-	-	965,062.50	309,800.00	-	1,274,862.50
Principal		-	-	910,000.00	295,000.00	-	1,205,000.00
Interest		-	-	48,650.00	18,300.00	-	66,950.00
Total 2039	-	-	-	958,650.00	313,300.00	-	1,271,950.00
Principal		-	-	935,000.00	310,000.00	-	1,245,000.00
Interest		-	-	16,362.50	6,200.00	-	22,562.50
Total 2040	-	-	-	951,362.50	316,200.00	-	1,267,562.50
Principal due 2017 to 2040	1,085,000.00	845,000.00	50,589.20	11,660,000.00	5,485,000.00	565,000.00	19,690,589.20
Interest due 2017 to 2040	172,275.00	109,940.00	3,576.70	6,385,187.54	2,752,262.50	9,746.25	9,432,987.99
Rates	3%	3.0 - 4.7%	1%	3.0 - 4.0%	3.0 - 4.0%	3.2 - 3.45%	

City of East Bethel
2017 Enterprise Fund Budget (Summary)

Fund Description Fund Number	Water 601	Sewer 602	Arena 615	Total
Revenue				
Sales	66,300	104,000	237,300	407,600
Penalties	500	1,500	-	2,000
Total Revenue	66,800	105,500	237,300	409,600
Expenditures				
Transfer to General Fund for Salaries	20,000	20,000	-	40,000
Supplies	8,200	4,500	13,000	25,700
Fees for Service	28,200	56,700	149,300	234,200
Total Current Expenditures	56,400	81,200	162,300	299,900
Net Cash (Inflow / Outflow)	10,400	24,300	75,000	109,700
Depreciation / Other				
Depreciation	272,000	292,500	75,000	639,500
RCL Principal Balance Adjustment	-	270,000	-	270,000
Total Non-Current Expenditures	272,000	562,500	75,000	909,500
Total Expenditures	328,400	643,700	237,300	1,209,400
Net Income	(261,600)	(538,200)	-	(799,800)



2017 Budget

FUND: 601 - Water Fund
DEPT/ACTIVITY/PROJECT: 49401 – Water Utility Operations

DEPARTMENTAL PROFILE

Water Utility Operations provide for the distribution of water to customers, the provision of proper metering equipment to measure usage and the timely reading of meters to ensure accurate billing of customers. Currently, the City owns and operates two separate water systems from four municipal wells. Wells #3 and #4, along with the water treatment facility and water tower, service the southern portion of the city. Wells #1 and #2, along with the two pressure tanks, service the Whispering Aspen development.

DEPARTMENTAL GOALS

Provide adequate capacity, perform required maintenance and work to facilitate the orderly implementation of service to new residents.

USER FEE SUMMARY

The City of East Bethel utilizes an enterprise fund accounting system that isolates revenue and expenditures for its water operation. The water fund is supported through a set of user fees that are analyzed on an annual basis to ensure cash flow needs are being met and to begin building adequate reserves in order to replace existing infrastructure as it becomes depreciated.

The typical water customer can be classified into two different categories—residential and commercial each with a fixed and variable component to the cost structure. There are currently 53 residential parcels and 14 (59 ERU's) commercial parcels serviced by the City's water system. The 2017 residential rates are proposed to remain the same as 2016. The 2017 commercial rates are proposed to increase by 3% over 2016 and have a tier added for monthly usage over 10,000 gallons. Again, this is done to meet the DNR's requirement of encouraging water conservation by increasing the per gallon cost as the user increases usage. All rates are chronicled below:

	2016	2017
RESIDENTIAL		
BASE CHARGE	\$18.77 PER MONTH	\$18.77 PER MONTH
USAGE CHARGES		
0 - 2,000 GALLONS PER MONTH	\$10.60 PER 1,000 Gallons	\$10.60 PER 1,000 Gallons
2,001 - 5,000 GALLONS PER MONTH	\$12.72 PER 1,000 Gallons	\$12.72 PER 1,000 Gallons
5,001 - 10,000 GALLONS PER MONTH	\$15.26 PER 1,000 Gallons	\$15.26 PER 1,000 Gallons
OVER 10,000 GALLONS PER MONTH	\$18.32 PER 1,000 Gallons	\$18.32 PER 1,000 Gallons
COMMERCIAL		
BASE CHARGE	\$15.45 PER ERU/MONTH	\$15.90 PER ERU/MONTH
USAGE CHARGES		
0 - 10,000 GALLONS PER MONTH	\$3.09 PER 1,000 Gallons	\$3.18 PER 1,000 Gallons
OVER 10,000 GALLONS PER MONTH	\$3.09 PER 1,000 Gallons	\$3.80 PER 1,000 Gallons

EXPENDITURE DETAILS

211-Cleaning Supplies

\$100

Cleaning agents for cleaning the lab and treatment room at the water plant

216-Chemicals and Chemical Products

\$3,000

Chemicals added to the water supply for health and safety purposes

217-Safety Supplies

\$100

Safety glasses and goggles, gloves, cones and barricades

223-Bldg/Facility Repair Supplies

\$500

Miscellaneous materials for repair and maintenance of the water building

227-Utility System Supplies

\$4,000

Water supply and distribution system; valve boxes, covers, extensions and castings; install 1 new fire hydrant

231-Small Tools & Minor Equip

\$500

Tools and equipment required for the daily operation of the water treatment and distribution facilities

307-Professional Services

\$1,200

Required periodic water testing; develop plans for a water filtration system

309-Information Systems

\$4,100

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

321-Telephone

\$4,500

Landline, security line, and DSL line at both Water Treatment plants

381-Electric Utilities

\$12,000

Utilities for the Water Plant/Whispering Aspen Community Center

382-Gas Utilities

\$1,500

Utilities for the Water Plant/Whispering Aspen Community Center

402-Repairs/Maintenance on Machinery/Equipment

\$1,800

Repair/maintenance/replacement of fire hydrants and other equipment

403-Buildings/Facilities Repair and Maintenance

\$1,000

General building repair items

421-Software Licensing

\$600

Banyon Utility Billing Software

434-Conferences and Meetings

\$1,000

Costs associated with annual re-certification of water licenses

481-Depreciation Expense

\$272,000

Specific items that will be depreciated are: Water mains, Wells #2/#3/#4, Water Treatment facility, Meters, Water Tower, Lateral lines, Water Stubs, Banyon Utility Software, and Utility Handheld Meter Reader

933-Transfer to City General Fund

\$20,000

Support Public Works Manager and Public Works Maintenance Staff

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
<u>Water Fund</u>						
Revenues						
	R 601-37100 Water Sales (Residential)	39,542.59	35,681.15	17,952.30	46,900.00	37,600.00
	R 601-37101 Water Sales (Commercial)	18,543.95	25,686.07	15,950.35	16,500.00	26,700.00
	R 601-37155 Water Connection Inspection	550.00	150.00	100.00	-	-
	R 601-37160 Water Penalty	451.47	1,460.32	631.76	500.00	500.00
	R 601-37170 Water Meter Sales	3,720.69	2,185.69	2,244.33	2,000.00	2,000.00
	R 601-39203 Transfer from non-Genl Fund	22,140.40	-	-	-	-
	R 601-34410 Water Availability Charge	-	23,100.00	2,556.96	-	-
	R 601-39204 Contribution-Governmental Fund	-	4,489,218.63	-	-	-
Total Revenues - Water Fund		84,949.10	4,577,481.86	39,435.70	65,900.00	66,800.00
Expenditures						
	E 601-49401-101 Full-Time Employees Regular	13,005.51	13,406.93	-	-	-
	E 601-49401-102 Full-Time Employees Overtime	36.50	4.19	-	-	-
	E 601-49401-122 PERA-Coordinated Plan	947.29	1,005.83	-	-	-
	E 601-49401-125 FICA/Medicare	1,105.60	1,133.27	-	-	-
	E 601-49401-126 Deferred Compensation	389.28	406.82	-	-	-
	E 601-49401-131 Cafeteria Contribution	2,764.42	2,751.12	-	-	-
	E 601-49401-151 Worker s Comp Insurance Prem	569.44	652.15	-	-	-
	E 601-49401-201 Office Supplies	-	-	-	100.00	-
	E 601-49401-211 Cleaning Supplies	131.93	56.00	-	100.00	100.00
	E 601-49401-216 Chemicals and Chem Products	5,046.78	2,565.97	1,594.97	2,000.00	3,000.00
	E 601-49401-217 Safety Supplies	-	279.30	-	100.00	100.00
	E 601-49401-223 Bldg/Facility Repair Supplies	650.34	557.80	-	400.00	500.00
	E 601-49401-227 Utility Maint Supplies	-	6,117.93	268.60	4,000.00	4,000.00
	E 601-49401-231 Small Tools and Minor Equip	635.90	248.00	-	500.00	500.00
	E 601-49401-307 Professional Services Fees	651.94	801.22	-	1,200.00	1,200.00
	E 601-49401-309 Information Systems	-	-	-	-	4,100.00
	E 601-49401-321 Telephone	2,891.36	4,553.28	2,598.65	1,400.00	4,500.00
	E 601-49401-342 Legal Notices	-	-	-	200.00	200.00
	E 601-49401-381 Electric Utilities	11,257.09	13,325.22	7,032.54	5,000.00	12,000.00
	E 601-49401-382 Gas Utilities	1,580.30	1,646.52	938.36	1,400.00	1,500.00
	E 601-49401-402 Repairs/Maint Machinery/Equip	-	3,019.26	810.27	1,800.00	1,800.00
	E 601-49401-403 Bldgs/Facilities Repair/Maint	1,305.22	1,020.04	517.02	800.00	1,000.00
	E 601-49401-407 Utility System Services	-	-	-	300.00	-
	E 601-49401-421 Software Licensing	-	545.00	-	-	600.00
	E 601-49401-422 Auto/Misc Licensing Fees/Taxes	53.23	64.00	219.52	100.00	300.00
	E 601-49401-434 Conferences/Meetings	-	871.00	889.00	500.00	1,000.00
	E 601-49401-481 Depreciation Expense	117,734.13	271,478.24	-	275,000.00	272,000.00
	E 601-49401-933 Gen l Fund Reimb Transfers	-	-	20,000.00	20,000.00	20,000.00
Total Expenditures - Water Fund		160,756.26	326,509.09	34,868.93	314,900.00	328,400.00
Net Income - Water Fund		(75,807.16)	4,250,972.77	4,566.77	(249,000.00)	(261,600.00)



2017 Budget

FUND: 602 - Sewer Fund
DEPT/ACTIVITY/PROJECT: 49451 – Sewer Utility Operations

DEPARTMENTAL PROFILE

Sewer Utility Operations provide for the collection of sanitary sewage through a system of gravity sewer lines, force mains, and lift stations with delivery to the Met Council Environmental Service Wastewater Treatment Facility.

DEPARTMENTAL GOALS

Provide adequate capacity to service customers and provide efficient collection of sanitary sewage.

USER FEE SUMMARY

The City of East Bethel utilizes an enterprise fund accounting system that isolates revenue and expenditures for its sewer operation. The sewer fund is supported through a set of user fees that are analyzed on an annual basis to ensure cash flow needs are being met and to begin building adequate reserves in order to replace existing infrastructure as it becomes depreciated.

The typical sewer customer can be classified into three different categories—residential, mobile and commercial each with a fixed and variable component to the cost structure. There are currently 53 residential parcels, 14 (59 ERU’s) commercial parcels and 1 mobile customer serviced by the City’s / MCES’s sewer system. The 2017 residential and mobile rates are proposed to remain the same as 2016 with the exception that the City will no longer have an increasing block tiered structure. The 2017 commercial rates are proposed to increase by 3% over 2016. All rates are chronicled below:

Residential	2016	2017
BASE CHARGE	\$6.13 PER MONTH	\$6.13 PER MONTH
USAGE CHARGES		
0 - 2,000 GALLONS PER MONTH	\$6.30 PER 1,000 GALLONS	\$6.30 PER 1,000 GALLONS
2,001 - 5,000 GALLONS PER MONTH	\$7.56 PER 1,000 GALLONS	\$6.30 PER 1,000 GALLONS
5,001 - 10,000 GALLONS PER MONTH	\$9.07 PER 1,000 GALLONS	\$6.30 PER 1,000 GALLONS
OVER 10,000 GALLONS PER MONTH	\$10.89 PER 1,000 GALLONS	\$6.30 PER 1,000 GALLONS
<i>(Residential based on water use during January)</i>		
Mobile Park	2016	2017
BASE CHARGE	\$912.44 PER MONTH	\$912.44 PER MONTH
USAGE CHARGE	\$8.08 PER 1,000 GALLONS	\$8.08 PER 1,000 GALLONS
Commercial	2016	2017
BASE CHARGE	\$5.15 PER MONTH PER ERU	\$5.30 PER MONTH PER ERU
USAGE CHARGE	\$4.90 per 1,000 gallons	\$5.05 per 1,000 gallons

EXPENDITURE DETAILS

217-Safety Supplies

\$1,000

Goggles, glasses, gloves, waders, vests, ear plugs and face shields

223-Buildings and Facilities Supplies

\$2,000

Repair materials to keep the sewer collection operational

227-Utility Maintenance Supplies

\$800

Sewer system and lift station degreasers and deodorizers and refrigerated sample supply storage unit required by the PCA

231-Small Tools and Minor Equipment

\$700

Various small tools; replacement of chemical feed pumps and regulators

307-Professional Services

\$24,800

MCES waste water treatment charges

381-Electric Utilities

\$5,000

Utilities for the lift stations

403-Buildings/Facilities Repair and Maintenance

\$1,000

Repair services that cannot be performed in-house

421-Software Licensing

\$600

Banyon Utility Billing Software

434-Conferences and Meetings

\$500

Costs associated with annual re-certification of sewer license

481-Depreciation Expense

\$292,500

The specific items to be depreciated are: manholes, lateral lines, force mains, lift station, and gravity sewer lines

626-Reserve Capacity Loan Payment
\$24,800

The reserve capacity loan payment is equal to the MCES waste water treatment charges

xxx-Reserve Capacity Principal Adjustment
\$270,000

Amount that the reserve capacity loan could be adjusted by at year if the quota for SAC units is not reached

933-Transfer to City General Fund
\$20,000

Support Public Works Manager and Public Works Maintenance Staff

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
<u>Sewer Fund</u>						
Revenues						
	R 602-37200 Sewer Sales (Residential)	39,137.89	17,549.80	8,350.90	24,800.00	17,900.00
	R 602-37201 Sewer Sales (Commercial)	8,246.60	21,368.18	13,484.64	12,000.00	21,800.00
	R 602-37202 Sewer Sales (Mobile)	33,757.08	66,073.93	36,578.33	49,700.00	64,300.00
	R 602-34407 Sewer Availability Charge		22,192.50	8,402.81		
	R 602-37255 Sewer Connection Inspection	550.00	150.00	100.00	100.00	-
	R 602-37260 Swr Penalty	373.08	1,746.63	224.79	1,500.00	1,500.00
	R 602-39203 Transfer from non-Genl Fund	5,581.05	-	-		
	R 602-39101 Sales of General Fixed Assets		1,669.00	150.00		
	R 602-39204 Contribution-Governmental Fund		8,382,488.61	-		
Total Revenues - Sewer Fund		87,645.70	8,513,238.65	67,291.47	88,100.00	105,500.00
Expenditures						
	E 602-49451-101 Full-Time Employees Regular	13,005.51	13,406.93	-	-	-
	E 602-49451-102 Full-Time Employees Overtime	255.47	4.19	-	-	-
	E 602-49451-122 PERA-Coordinated Plan	963.16	1,005.83	-	-	-
	E 602-49451-125 FICA/Medicare	1,122.09	1,133.17	-	-	-
	E 602-49451-126 Deferred Compensation	395.85	406.82	-	-	-
	E 602-49451-131 Cafeteria Contribution	2,764.22	2,750.87	-	-	-
	E 602-49451-151 Worker s Comp Insurance Prem	615.35	704.32	-	-	-
	E 602-49451-216 Chemicals and Chem Products	5,547.29	70.00	-	-	-
	E 602-49451-217 Safety Supplies	905.51	-	305.00	1,000.00	1,000.00
	E 602-49451-223 Bldg/Facility Repair Supplies	2,201.37	225.00	1,562.53	2,000.00	2,000.00
	E 602-49451-227 Utility Maint Supplies	3,863.96	-	-	800.00	800.00
	E 602-49451-231 Small Tools and Minor Equip	-	-	-	700.00	700.00
	E 602-49451-307 Professional Services Fees	4,365.99	-	13,823.36	28,000.00	24,800.00
	E 602-49451-381 Electric Utilities	11,278.01	3,766.94	2,244.09	10,000.00	5,000.00
	E 602-49451-383 Water Utilities	-	-	-	500.00	-
	E 602-49451-387 Heating Fuels/Propane	-	-	-	100.00	-
	E 602-49451-403 Bldgs/Facilities Repair/Maint	788.70	166.77	668.00	6,500.00	1,000.00
	E 602-49451-415 Other Equipment Rentals		2,647.00	-		-
	E 602-49451-421 Software Licensing		545.00	-		600.00
	E 602-49451-422 Auto/Misc Licensing Fees/Taxes	1,450.00	1,503.23	1,450.00	1,500.00	-
	E 602-49451-434 Conferences/Meetings	-	-	-	500.00	500.00
	E 602-49451-481 Depreciation Expense	23,050.37	292,504.62	-	292,000.00	292,500.00
	E 602-49451-501 Disposal of Assets - loss		189,278.64	-		
	E 602-49451-626 Loan Payment		99,940.00	20,735.00	28,000.00	24,800.00
	E 602-49451-xxx RCL Principal Balance Adjustment		-	-		270,000.00
	E 602-49451-933 Gen l Fund Reimb Transfers		-	20,000.00	20,000.00	20,000.00
Total Expenditures - Sewer Fund		72,572.85	610,059.33	60,787.98	343,600.00	643,700.00
Net Income - Sewer Fund		15,072.85	7,903,179.32	6,503.49	(255,500.00)	(538,200.00)



2017 Budget

FUND: 615 - Arena Fund
DEPT/ACTIVITY/PROJECT: 49851 – Arena Operations

DEPARTMENTAL PROFILE

Arena Operations provides for the operation of the City’s ice arena.

DEPARTMENTAL GOALS

Maintain the exterior of the Arena; oversee and coordinate arena management activities; address deferred maintenance items at the facility; improve the financial performance of the Arena

USER FEE SUMMARY

The City of East Bethel utilizes an enterprise fund accounting system that isolates revenue and expenditures for its arena operation. Thus, the arena fund is supported through a set of user fees that are analyzed on an annual basis to ensure cash flow needs are being met and to begin building adequate reserves in order to replace existing infrastructure as it becomes depreciated.

The two primary users of the arena are the St. Francis Youth Hockey Association and St. Francis High School. The 2017 user rates are proposed to remain the same as 2016. All rates are chronicled below:

ICE ARENA	2016	2017
ICE ARENA ICE RENTAL - PRIME TIME	\$192/HR	\$192/HR
ICE ARENA ICE RENTAL - NON PRIME TIME	NEGOTIABLE	NEGOTIABLE
LOCKER ROOM RENTAL	\$7,500	\$7,500
ADVERTISING	NEGOTIABLE	NEGOTIABLE
DRY FLOOR EVENTS	NEGOTIABLE	NEGOTIABLE

EXPENDITURE DETAILS

211-Cleaning Supplies

\$500

Cleaning supplies for Arena

212-Motor Fuels

\$2,500

Propane for the Zamboni

223-Buildings & Facilities Repair and Maintenance Supplies

\$5,000

Repair and maintain Arena sign, boards, bleachers, HVAC, etc.

307-Professional Services

\$82,000

Reimburse management labor expenses for contracted Arena personnel

309-Information Systems

\$1,000

Internet Service

381-Electric Utilities

\$30,000

Electricity needs of the Arena

382-Gas Utilities

\$19,000

Natural gas heating needs of the Arena

402-Repairs to Machinery

\$2,500

Potential repairs to the Zamboni and other equipment

403-Building & Facilities Repair and Maintenance Services

\$12,000

Outsourced facilities repair expense for repairs that cannot be performed by City/Arena employees

481-Depreciation

\$75,000

Depreciation on Arena and equipment

**City of East Bethel
2017 Preliminary Budget**

	Account Description	2014 Actual	2015 Actual	2016 Activity 1/1/16 to 7/31/16	FY 2016 Budget	FY 2017 Preliminary Budget
Arena Operations					<i>*Based on 1148 Prime hours sold at \$192 per hour</i>	<i>*Based on 1148 Prime hours sold at \$192 per hour</i>
Revenues						
	R 615-36210 Interest Earnings	56.49	161.15	322.04	-	-
	R 615-36240 Refunds/reimbursements	551.87	32,500.00	-	-	-
	R 615-37920 Vending Machine Sales	266.99	228.86	308.76	500.00	300.00
	R 615-38060 Ice Rental Revenues	190,840.92	183,386.72	76,648.00	220,500.00	220,500.00
	R 615-38062 Dry Floor Events	1,397.00	5,430.00	3,735.00	5,000.00	5,000.00
	R 615-38064 Concession Rental	3,000.00	2,000.00	-	2,000.00	2,000.00
	R 615-38065 Locker Room Rental	7,500.00	7,500.00	-	7,500.00	7,500.00
	R 615-38066 Advertising Revenue	2,500.00	675.00	-	2,000.00	2,000.00
	R 615-38067 Tower Lease Payments	39,065.52	-	-	-	-
Total Revenues - Arena		245,178.79	231,881.73	81,013.80	237,500.00	237,300.00
Expenditures						
	E 615-49851-211 Cleaning Supplies	508.73	550.74	644.99	500.00	500.00
	E 615-49851-212 Motor Fuels	2,491.21	2,588.09	1,198.36	2,000.00	2,500.00
	E 615-49851-219 General Operating Supplies	610.59	5,280.03	7.17	500.00	4,000.00
	E 615-49851-223 Bldg/Facility Repair Supplies	2,689.79	5,697.57	1,658.06	3,800.00	5,000.00
	E 615-49851-231 Small Tools and Minor Equip	811.75	924.03	-	1,000.00	1,000.00
	E 615-49851-307 Professional Services Fees	89,739.83	80,200.00	34,000.00	80,200.00	82,000.00
	E 615-49851-309 Information Systems	-	-	600.00	-	1,000.00
	E 615-49851-321 Telephone	942.84	243.22	169.92	1,000.00	300.00
	E 615-49851-342 Legal Notices	15.38	32.25	-	-	-
	E 615-49851-381 Electric Utilities	27,762.64	29,973.28	11,991.12	33,000.00	30,000.00
	E 615-49851-382 Gas Utilities	19,270.47	14,336.07	6,308.08	20,000.00	19,000.00
	E 615-49851-385 Refuse Removal	2,077.87	1,890.72	773.61	2,000.00	2,000.00
	E 615-49851-402 Repairs/Maint Machinery/Equip	1,849.33	2,339.30	548.43	3,000.00	2,500.00
	E 615-49851-403 Bldgs/Facilities Repair/Maint	12,071.97	8,961.75	2,268.20	15,000.00	12,000.00
	E 615-49851-422 Auto/Misc Licensing Fees/Taxes	570.53	190.53	190.53	1,000.00	500.00
	E 615-49851-433 Dues and Subscriptions	250.00	-	-	-	-
	E 615-49851-481 Depreciation Expense	71,894.94	75,189.76	-	74,500.00	75,000.00
Total Expenditures - Arena		233,557.87	228,397.34	60,358.47	237,500.00	237,300.00
Net Income - Arena		11,620.92	3,484.39	20,655.33	-	-



2017 Budget

FUND: 401 – Building Capital Project Fund
DEPT/ACTIVITY/PROJECT: 40100 – Building Capital Projects

DEPARTMENTAL PROFILE

The Building Capital Projects Fund accounts for general capital projects involving general government facilities.

DEPARTMENTAL GOALS

Identify and prioritize projects that would benefit the City; ensure that improvements are done to City specifications and within budget.

REVENUE DETAILS

39201-General Fund Transfer
\$50,000

GENERAL GOVERNMENT FACILITY MANAGEMENT PLAN

City Hall / Senior Center

2241 221st Avenue NE
East Bethel, MN 55011

Fire Station #1

2751 Viking Blvd NE
East Bethel, MN 55092

Public Works / Fire Station #2

2375 221st Avenue NE
East Bethel, MN 55011

Fire Station #3

342 Forest Road
East Bethel, MN 55092



2017 Budget

FUND: 404 – Park Acquisition & Development Fund
DEPT/ACTIVITY/PROJECT: 40400 – Park Acquisition & Development

DEPARTMENTAL PROFILE

The Park Acquisition & Development Fund accounts for funds received from developers that are to be used for the acquisition/development of major park facilities.

DEPARTMENTAL GOALS

Identify and prioritize recreational opportunities that would benefit the residents of the City. The Fund is currently depleted due to the lack of development activity in the City.

REVENUE DETAILS

34791-Developer Park Dedication Fee

\$0

Estimated 2017 revenue; actual revenue is dependent on 2017 development activity

**Parks CIP
2017-2021
Funding Analysis**

PARK ACQUISITION AND DEVELOPMENT FUND	Beginning Balance	Sources (Revenues)	Uses (Project Costs)	Ending Balance
2017 Beginning Balance	\$30,143			
Park Dedication Fees		\$0		\$30,143
Skateboard Equipment Booster West			\$25,000	\$5,143
2017 Ending Balance				\$5,143
2018 Beginning Balance	\$5,143			
Park Dedication Fees		\$60,000		\$65,143
Pavilion at Norseland Manor Park			\$30,000	\$35,143
Irrigation system at Norseland Park			\$30,000	\$5,143
2018 Ending Balance				\$5,143
2019 Beginning Balance	\$5,143			
Park Dedication Fees		\$60,000		\$65,143
Fence at Norseland Manor Park			\$30,000	\$35,143
Cedar Creek Park/ Fish Lake Trail Additions			\$30,000	\$5,143
2019 Ending Balance				\$5,143
2020 Beginning Balance	\$5,143			
Park Dedication Fees		\$80,000		\$85,143
New Park Development			\$75,000	\$10,143
2020 Ending Balance				\$10,143
2021 Beginning Balance	\$10,143			
Park Dedication Fees		\$80,000		\$90,143
New Park Development			\$75,000	\$15,143
2021 Ending Balance				\$15,143
TOTAL PARK ACQUISITION AND DEVELOPMENT FUND SOURCES AND USES		\$280,000	\$295,000	
Park Dedication Fees- Residential = 10% of land or cash not to exceed \$2,000 per lot. Commercial = 5% of land or cash not to exceed \$2,000 per acre.				



2017 Budget

FUND: 407 – Park Capital Fund
DEPT/ACTIVITY/PROJECT: 40700 – Park Capital Projects

DEPARTMENTAL PROFILE

The Park Capital Fund accounts for improvements to parks as part of the five-year plan Capital Improvement Plan.

DEPARTMENTAL GOALS

Implement improvements identified in the five-year plan within the authorized budget; complete improvements identified by the Parks Commission and approved by the Council.

REVENUE DETAILS

39201-General Fund Transfer
\$60,000
Budgeted transfer amount.

**Parks CIP
2017-2021
Funding Analysis**

PARK CAPITAL FUND	Beginning Balance	Sources (Revenues)	Uses (Project Costs)	Ending Balance
2017 Beginning Balance	\$145,125			\$145,125
Transfer From General Fund		\$60,000		\$205,125
Baseball field @ Booster West Park			\$125,000	\$80,125
2017 Ending Balance				\$80,125
2018 Beginning Balance	\$80,125			
Transfer From General Fund		\$65,000		\$145,125
Playground Equipment Booster East			\$45,000	\$100,125
Bonde Park, Soccer/LaCrosse Fields and Irrigation			\$100,000	\$125
2018 Ending Balance				\$125
2019 Beginning Balance	\$125			
Transfer From General Fund		\$70,000		\$70,125
Playground Equipment Anderson Lakes			\$45,000	\$25,125
2019 Ending Balance				\$25,125
2020 Beginning Balance	\$25,125			
Transfer From General Fund		\$75,000		\$100,125
Playground Equipment Eveleth Park			\$40,000	\$60,125
2020 Ending Balance				\$60,125
2021 Beginning Balance	\$60,125			
Transfer From General Fund		\$80,000		\$140,125
Skateboard Equipment Maynard Peterson			\$40,000	\$100,125
2021 Ending Balance				\$100,125
TOTAL PARK CAPITAL FUND SOURCES AND USES		\$350,000	\$395,000	



2017 Budget

FUND: 402 – MSA Street Construction Fund
DEPT/ACTIVITY/PROJECT: Multiple

DEPARTMENTAL PROFILE

The MSA Street Construction Fund accounts for amounts received from the State to improve State Aid roads in the City of East Bethel.

DEPARTMENTAL GOALS

Procure and efficiently spend funds received to improve State Aid routes.

**Street Capital Projects
2017-2021
Funding Analysis**

MUNICIPAL STATE AID FUND	Beginning Balance	Sources (Revenues)	Uses (Project Costs)	Ending Balance
2017 Beginning Balance	-\$1,496,801			
Municipal State Aid Funding		\$603,199		-\$893,602
None			\$0	-\$893,602
2017 Ending Balance				-\$893,602
2018 Beginning Balance	-\$893,602			
Municipal State Aid Funding		\$603,199		-\$290,403
None			\$0	-\$290,403
2018 Ending Balance				-\$290,403
2019 Beginning Balance	-\$290,403			
Municipal State Aid Funding		\$603,199		\$312,796
East Side Service Road, Phase 3			\$1,500,000	-\$1,187,204
MnDOT Setaside Funds		\$500,000		-\$687,204
Cooperative Agreement Grant		\$200,000		-\$487,204
2019 Ending Balance				-\$487,204
2020 Beginning Balance	-\$487,204			
Municipal State Aid Funding		\$603,199		\$115,995
MnDOT Setaside Funds		\$500,000		\$615,995
181st Ave Reconstruction			\$400,000	\$215,995
Davenport St Reconstruction			\$600,000	-\$384,005
2020 Ending Balance				-\$384,005
2021 Beginning Balance	-\$384,005			
Municipal State Aid Funding		\$603,199		\$219,194
projects TBD				\$219,194
projects TBD				\$219,194
2021 Ending Balance				\$219,194
TOTAL MUNICIPAL STATE AID FUND SOURCES & USES		\$4,215,995	\$2,500,000	

Note: MSA Funding can be "Advanced Funded" to met certain requirements. The City can advance fund up to 4 times the construction allotment or \$3,000,000 whichever is less
A negative balance is not an indication of too many projects. It simply means the City has anticipated numerous projects and can fund this within the regulations identified by MnDOT.



2017 Budget

FUND: 406 – Street Capital Project Fund
DEPT/ACTIVITY/PROJECT: 40600 – Street Capital Projects

DEPARTMENTAL PROFILE

The Street Capital Projects Fund accounts for amounts used for street improvement projects including reconditioning and overlays.

DEPARTMENTAL GOALS

Identify and prioritize street project needs of the City; ensure that improvements are done to City specifications and within budget; complete improvements identified by the Roads Commission and approved by the Council.

REVENUE DETAILS

39201-General Fund Transfer
\$425,000
Budgeted transfer amount

**Street Capital Projects
2017-2021
Funding Analysis**

STREET CAPITAL FUND	Beginning Balance	Sources (Revenues)	Uses (Project Costs)	Ending Balance
2017 Beginning Balance	\$710,525			
Transfer from General Fund		\$425,000		\$1,135,525
Sunny View Addition- Sealcoat			\$53,000	\$1,082,525
DeGardners Addition- Sealcoat			\$75,500	\$1,007,025
2017 Ending Balance				\$1,007,025
2018 Beginning Balance	\$1,007,025			
Transfer from General Fund		\$425,000		\$1,432,025
Hidden Haven West-sealcoat			\$180,000	\$1,252,025
Hidden Haven East-sealcoat			\$70,000	\$1,182,025
Cedar Brook Addition-sealcoat			\$90,000	\$1,092,025
2018 Ending Balance				\$1,092,025
2019 Beginning Balance	\$1,092,025			
Transfer from General Fund		\$425,000		\$1,517,025
Deer Path Farm Overlay			\$500,000	\$1,017,025
2019 Ending Balance				\$1,017,025
2020 Beginning Balance	\$1,017,025			
Transfer from General Fund		\$425,000		\$1,442,025
University Ave Reconstruction			\$450,000	\$992,025
2020 Ending Balance				\$992,025
2021 Beginning Balance	\$992,025			
Transfer from General Fund		\$425,000		\$1,417,025
Davenport Reconstruction			\$550,000	\$867,025
Sandy Drive Overlay			\$200,000	\$667,025
2021 Ending Balance				\$667,025
Total Street Capital Fund Sources and Uses		\$2,125,000	\$2,168,500	



2017 Budget

FUND: 435 – TIF District 1-1
DEPT/ACTIVITY/PROJECT: 43500 – TIF District 1-1

DEPARTMENTAL PROFILE

The City of East Bethel authorized the creation of TIF district 1-1 in order to facilitate the construction of an approximately 60,000 square foot manufacturing facility in the City (Aggressive Hydraulics). The City of East Bethel created Fund 435 TIF 1-1 (Tax Increment Finance District 1) in order to track the Tax Increment revenue and expenditures of the district.

DEPARTMENTAL GOALS

Track Tax Increment revenues and expenditures through the life of the district and submit timely TIF Reports to the Office of the State Auditor's office.

REVENUE DETAILS

31010-Tax Increment
\$60,000

EXPENDITURE DETAILS

307-Professional Service Fees
\$54,000
TIF Revenue Note \$52,000, Ehlers TIF OSA Reporting \$1,000, Anoka County TIF Administration \$1,000

342-Legal Notices
\$100 Annual disclosure

City of East Bethel
2017 Other Governmental Fund Budget (Summary)

Fund Description	TIF 1-1
Fund Number	435
Revenue	
Tax Increment	60,000
General Fund Transfer	
General Fund Replacement Charges	
Assessments	
State Aid	
Dedication Fees	
Fees	
Sale of Fixed Assets	
Total Revenue	60,000
Expenditures	
Salaries and Wages	
Supplies	
Fees for Service	54,100
Debt Fund Transfer	
Depreciation	
Total Expenditures	54,100
Revenue over Expenditures	5,900

2017 Budget



FUND: 701 – Equipment Replacement Fund
DEPT/ACTIVITY/PROJECT: Multiple

DEPARTMENTAL PROFILE

Equipment Replacement Operations provide for the systematic funding and acquisition of major pieces of equipment necessary for City operations. Accordingly, individual department budgets will not fluctuate based on equipment acquisition activities allowing for better long-term financial analyses, benchmarking and comparisons.

DEPARTMENTAL GOALS

Compare the current and future equipment needs of the City with the current equipment inventory; set up a funding plan to ensure that these equipment needs can be met without borrowing by establishing annual departmental funding requirements that ensure funds availability when equipment is no longer economically viable.

REVENUE DETAILS

39201-General Fund Allocation
\$259,700

Equipment Replacement					
Equipment Purchase Schedule					
	Inspection	Parks	Streets	Fire	Total
2017 Purchases					
KUBOTA (scheduled for 2015)		17,000.00			
KUBOTA W/ GROOMER		19,000.00			
J DEERE 770 BH GRADER (scheduled for 2015)			205,000.00		
T-190 BOBCAT (Annual Trade-In Program)			45,000.00		
CHIEF'S AUTO				25,000.00	
2017 Total					311,000.00
2018 Purchases					
FORD F150 4x4 (scheduled for 2012)	30,000.00				
FORD F-150 2WD PICKUP			25,000.00		
FORD F-150 2WD PICKUP			25,000.00		
FELLING 18 FT TRAILER			12,000.00		
STERLING L8500 W/ CRYSTEEL BOX			188,000.00		
SPARTAN 6 MAN CAB - 1250 PUMPER REFURBISH				50,000.00	
SCBA - Self Contained Breathing Apparatus				200,000.00	
2018 Total					530,000.00
2019 Purchases					
FORD ESCAPE 4X4	20,000.00				
CC-10 ROLLER (Scheduled for 2012)			25,000.00		
2019 Total					45,000.00
2020 Purchases					
SINGLE AXLE PLOW TRUCK, BOX, PLOW, WING, SANDER			190,000.00		
2020 Total					190,000.00
2021 Purchases					
SINGLE AXLE PLOW TRUCK, BOX, PLOW, WING, SANDER			194,000.00		
JOHN DEERE 1600 MOWER			50,000.00		
2021 Total					244,000.00
2022 - 2026 Purchases					
FREIGHTLINER, DUMP BODY, HOIST, PLOW, WING SANDER			194,000.00		
FREIGHTLINER, DUMP BODY, HOIST, PLOW, WING SANDER			196,000.00		
DUMP TRUCK, FALLS SNOW/WING PLOWS, SANDER			194,000.00		
SWEEPER/VAC TRUCK			180,000.00		
VEMEER WOOD CHIPPER (Scheduled for 2012)	30,000.00				
ZERO TURN MOWER	12,000.00				
ZERO TURN MOWER	12,000.00				
FORD F-450 1.5 TON CHASSIS TRUCK, BOX AND PLOW			60,000.00		
FIRE TANKER APPARATUS REFURBISH				30,000.00	
FORD F-550 - MINI PUMPER REFURBISH (R-21)				40,000.00	
FORD F-550 - MINI PUMPER REFURBISH (R-11)				45,000.00	
2022 - 2026 Total					993,000.00
2027 - 2031 Purchases					
FINISHING MOWER		17,000.00			
FELLING 18 FT TRAILER			12,000.00		
FREIGHTLINER, DUMP BODY, HOIST, PLOW, WING SANDER			194,000.00		
LOADER/BUCKET SNOW PLOW/WING			200,000.00		
FORD F-450 1.5 TON CHASSIS TRUCK, BOX AND PLOW			70,000.00		
PICK UP			26,000.00		
FORD 4X4 1T PU - GRASS RIG				75,000.00	
2027 - 2031 Total					594,000.00
2032 & Beyond Purchases					
VACTOR TRUCK			300,000.00		
TANDEM AXLE DUMP TRUCK, PLOW, HOIST, SANDER			250,000.00		
FIRE TANKER APPARATUS				275,000.00	
SPARTAN 6 MAN CAB - 1250 PUMPER				375,000.00	
FORD F-550 - MINI PUMPER				375,000.00	
FORD 550 QUICK ATTACK WITH PUMPER				380,000.00	
FOUR DOOR UTILITY PICK UP TRUCK				65,000.00	
SPARTAN 6 MAN CAB - 1250 PUMPER				475,000.00	
2032 & Beyond Total					2,495,000.00
Total Scheduled Purchases	50,000.00	107,000.00	2,835,000.00	2,410,000.00	5,402,000.00



2017 Budget

FUND: 702 – Compensated Absences Fund
DEPT/ACTIVITY/PROJECT: Multiple

DEPARTMENTAL PROFILE

Compensated Absences Fund provides for the funding of the City's obligation of earned but unused vacation and sick pay benefits. These benefits are payable only upon employees' severance from employment.

DEPARTMENTAL GOALS

Compare each employee's accrued obligation on an annual basis and expense any increase to individual departments. Consequently, the period in which the services are rendered incurs the expense. Individual department budgets will not fluctuate based on employees separation from employment and the accumulation of these benefits.

At year end 2015 the accumulated liability for compensated absences for all employees was \$146,615.

REVENUE DETAILS

39201-Transfer from General Fund

\$0

To be determined when liability is calculated at year end.

EXPENDITURE DETAILS

Determined when employee separates from City service.

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

RESOLUTION NO. 2016-43

RESOLUTION SETTING DATE FOR FINAL BUDGET AND TAX LEVY HEARING

WHEREAS, Minnesota Statutes 275.065 requires that on or before September 30th of every year, at a regularly scheduled meeting of the City Council at which the City Council adopts a preliminary property tax levy, the City Council must announce the time and place of a regularly scheduled meeting at which the final property tax levy and budget will be discussed and the final property tax levy and budget will be determined.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST BETHEL, MINNESOTA THAT: the regularly scheduled meeting on Wednesday, December 7, 2016 at 7:00 PM at City Hall is hereby designated as the meeting at which City Council will discuss and adopt the final 2017 Property Tax Levy and 2017 Budget.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: a certified copy of this resolution be provided to the Anoka County Auditor.

Adopted this 7th day of September, 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. 2016-44

**RESOLUTION SETTING THE PRELIMINARY PROPERTY TAX LEVY AND
BUDGET FOR 2017**

WHEREAS, Minnesota Statutes Chapter 275.065 requires that the City Council adopt a preliminary property tax levy and budget on or before September 30; and

WHEREAS, the City Council has considered the operating needs and debt service needs for fiscal year 2017.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the preliminary property tax levies and budgets for the General Fund and the Debt Service Funds for 2017 are as follows:

General Levy:	\$4,171,400
Debt Service Levy:	
2008 Sewer Revenue Bonds	\$ 180,000
2013A Public Safety Bonds – Referendum Market Value Levy	\$ 128,500
2015A	\$ 519,000
2014A	\$ 331,000
	<u>\$5,329,900</u>

**The above levy includes the amount necessary to cover debt service requirements in 2017 and cancels any previous scheduled amounts.*

<u>2017 Expenditures Budgets:</u>	General Fund	\$5,114,700
	Special Revenue Funds	\$181,300
	Debt Service Funds	\$1,562,400
	Enterprise Funds	\$1,209,400
	Other Governmental Funds	\$54,100

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: a certified copy of this Resolution be provided to the Anoka County Auditor.

Adopted this 7th day of September, 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. 2016-45

**RESOLUTION SETTING THE PRELIMINARY ECONOMIC DEVELOPMENT
AUTHORITY PROPERTY TAX LEVY AND BUDGET FOR 2017**

WHEREAS, Minnesota Statutes Chapter 275.065 requires that the City Council adopt a preliminary property tax levy and budget on or before September 15; and

WHEREAS, the City Council has considered the operating needs of the Economic Development Authority for fiscal year 2017.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the preliminary property tax levy and budgets for the Economic Development Authority for 2017 are as follows:

Economic Development Authority General Levy	\$97,500
Economic Development Authority Budget	\$101,500

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: a certified copy of this Resolution be provided to the Anoka County Auditor.

Adopted this 7th day of September 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. 2016-46

**RESOLUTION SETTING THE PRELIMINARY HOUSING AND REDEVELOPMENT
AUTHORITY PROPERTY TAX LEVY AND BUDGET FOR 2017**

WHEREAS, Minnesota Statutes Chapter 275.065 requires that the City Council adopt a preliminary property tax levy and budget on or before September 15; and

WHEREAS, the City Council has considered the operating needs of the Housing and Redevelopment Authority for fiscal year 2017.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the preliminary property tax levy and budgets for the Housing and Redeployment Authority for 2017 are as follows:

Housing and Redevelopment Authority General Levy	\$26,600
Housing and Redevelopment Authority Budget	\$26,600

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: a certified copy of this Resolution be provided to the Anoka County Auditor.

Adopted this 7th day of September 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:

September 7, 2016

Agenda Item Number:

Item 6.0 A-E

Agenda Item:

Consent Agenda

Requested Action:

Consider approval of the Consent Agenda

Background Information:

Item A

Approve Bills

Item B

July 27, 2016 City Council Work Meeting Minutes

Meeting minutes from the July 27, 2016 City Council Work Meeting are attached for your review.

Item C

August 17, 2016 City Council Meeting Minutes

Meeting minutes from the August 17, 2016 City Council Meeting are attached for your review.

Item D

Resolution 2016-47, approving MN Amateur Sports Commission Grant Submittal

City Council directed staff to submit a grant request to the MN Amateur Sports Commission for a new Electric Zamboni. One of the requirements of the grant submittal is the governing body approving and submitting the attached resolution.

Item E

Temporary On-Sale Liquor Permit

Consider approving a 1 Day Temporary On-Sale Liquor Permit for the St. Francis Lions Club.

The St. Francis Lions Club has applied for a 1 Day Temporary On-Sale Liquor Permit to sell beer at the Fall Festival at St. Andrew Lutheran Church located at 1450 237th Avenue NE in East Bethel on September 24, 2016. We have received a signed application and their Certificate of Liquor Liability Insurance. Staff is recommending approval.



City of East Bethel
September 7, 2016
Payment Summary

Payments for Council Approval	
Bills to be approved for payment	\$76,158.89
Electronic Payroll Payments	\$27,128.11
Payroll - City Staff, August 25, 2016	\$36,204.24
Total to be Approved for Payment	\$139,491.24

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Arena Operations	Auto/Misc Licensing Fees/Taxes	100024	Gibson's Management Company	615	49851	\$1,260.00
Arena Operations	Bldg/Facility Repair Supplies	27318	Menards Cambridge	615	49851	\$291.67
Arena Operations	Bldgs/Facilities Repair/Maint	IEB-0805-26363	North Metro Auto Glass	615	49851	\$336.00
Arena Operations	Electric Utilities	082216	Connexus Energy	615	49851	\$552.54
Arena Operations	Gas Utilities	513318400	Xcel Energy	615	49851	\$73.83
Arena Operations	General Operating Supplies	595767	Ham Lake Hardware	615	49851	\$9.02
Arena Operations	Professional Services Fees	100024	Gibson's Management Company	615	49851	\$9,000.00
Arena Operations	Telephone	332373310-177	Sprint Nextel Communications	615	49851	\$24.28
Building Inspection	Motor Fuels	670547	Mansfield Oil Company	101	42410	\$193.75
Building Inspection	Professional Services Fees	1075881	STS Staffing	101	42410	\$326.88
Building Inspection	Professional Services Fees	1078414	STS Staffing	101	42410	\$323.48
Building Inspection	Professional Services Fees	1080319	STS Staffing	101	42410	\$326.88
Central Services/Supplies	Information Systems	221770	City of Roseville	101	48150	\$2,827.67
Central Services/Supplies	Office Equipment Rental	1001635033	Pitney Bowes	101	48150	\$163.17
Central Services/Supplies	Office Equipment Rental	311115240	US Bank Equipment Finance	101	48150	\$269.50
Central Services/Supplies	Office Supplies	IN1292074	Innovative Office Solutions	101	48150	\$32.94
Central Services/Supplies	Postage/Delivery	081216	Reserve Account	101	48150	\$2,000.00
Central Services/Supplies	Small Tools and Minor Equip	332373310-177	Sprint Nextel Communications	101	48150	\$0.99
Central Services/Supplies	Telephone	221820	City of Roseville	101	48150	\$249.73
Central Services/Supplies	Telephone	332373310-177	Sprint Nextel Communications	101	48150	\$15.29
City Administration	Professional Services Fees	M22305	TimeSaver Off Site Secretarial	101	41320	\$157.00
City Administration	Professional Services Fees	M22339	TimeSaver Off Site Secretarial	101	41320	\$206.50
City Administration	Travel Expenses		Jack Davis	101	41320	\$207.36
Economic Development Authority	Professional Services Fees	082016	Gail E. Gessner	232	23200	\$100.00
Elections	Travel Expenses	081816	Karen White	101	41410	\$5.02
Engineering	Architect/Engineering Fees	36609	Hakanson Anderson Assoc. Inc.	101	43110	\$180.00
Engineering	Architect/Engineering Fees	36609	Hakanson Anderson Assoc. Inc.	101	43110	\$477.90
Engineering	Architect/Engineering Fees	36609	Hakanson Anderson Assoc. Inc.	101	43110	\$254.50
Finance	Travel Expenses	081816	Jackie Campbell	101	41520	\$19.17
Fire Department	Electric Utilities	082216	Connexus Energy	101	42210	\$146.33
Fire Department	Electric Utilities	082216	Connexus Energy	101	42210	\$697.56
Fire Department	Electric Utilities	082216	Connexus Energy	101	42210	\$9.96
Fire Department	Electric Utilities	082216	Connexus Energy	101	42210	\$32.49
Fire Department	Gas Utilities	513318400	Xcel Energy	101	42210	\$62.11
Fire Department	Motor Fuels	670544	Mansfield Oil Company	101	42210	\$269.12
Fire Department	Motor Fuels	670547	Mansfield Oil Company	101	42210	\$308.21
Fire Department	Motor Vehicles Parts	1539-474698	O'Reilly Auto Stores Inc.	101	42210	\$307.17
Fire Department	Safety Supplies	II10021008	Allina Health System	101	42210	\$949.00
Fire Department	Telephone	080116	CenturyLink	101	42210	\$64.04



City of East Bethel
September 7, 2016
Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Fire Department	Telephone	221820	City of Roseville	101	42210	\$46.84
Fire Department	Telephone	332373310-177	Sprint Nextel Communications	101	42210	\$7.12
General Govt Buildings/Plant	Cleaning Supplies	IN1292074	Innovative Office Solutions	101	41940	\$23.44
General Govt Buildings/Plant	Electric Utilities	082216	Connexus Energy	101	41940	\$15.27
General Govt Buildings/Plant	Electric Utilities	082216	Connexus Energy	101	41940	\$171.57
General Govt Buildings/Plant	Electric Utilities	082216	Connexus Energy	101	41940	\$1,248.19
General Govt Buildings/Plant	Gas Utilities	513318400	Xcel Energy	101	41940	\$45.70
MSA Street Construction	Architect/Engineering Fees	36604	Hakanson Anderson Assoc. Inc.	402	40200	\$149.75
MSA Street Construction	Architect/Engineering Fees	36605	Hakanson Anderson Assoc. Inc.	402	40200	\$625.73
MSA Street Construction	Architect/Engineering Fees	36606	Hakanson Anderson Assoc. Inc.	402	40200	\$1,584.85
Park Capital Projects	Bldgs/Facilities Repair/Maint	060616	Professional Exteriors Inc.	407	40700	\$5,630.00
Park Maintenance	Bldg/Facility Repair Supplies	30965	Menards - Forest Lake	101	43201	\$700.34
Park Maintenance	Bldg/Facility Repair Supplies	31430	Menards - Forest Lake	101	43201	\$92.56
Park Maintenance	Bldg/Facility Repair Supplies	31436	Menards - Forest Lake	101	43201	(\$31.78)
Park Maintenance	Bldg/Facility Repair Supplies	25828	Menards Cambridge	101	43201	\$27.96
Park Maintenance	Chemicals and Chem Products	30140888	Federated Co-ops	101	43201	\$170.23
Park Maintenance	Clothing & Personal Equipment	1182825086	G&K Services - St. Paul	101	43201	\$18.21
Park Maintenance	Clothing & Personal Equipment	1182836410	G&K Services - St. Paul	101	43201	\$18.21
Park Maintenance	Clothing & Personal Equipment	1182847700	G&K Services - St. Paul	101	43201	\$18.21
Park Maintenance	Clothing & Personal Equipment	1182858949	G&K Services - St. Paul	101	43201	\$18.21
Park Maintenance	Electric Utilities	082216	Connexus Energy	101	43201	\$35.93
Park Maintenance	Electric Utilities	082216	Connexus Energy	101	43201	\$20.98
Park Maintenance	Electric Utilities	082216	Connexus Energy	101	43201	\$19.95
Park Maintenance	Electric Utilities	082216	Connexus Energy	101	43201	\$33.76
Park Maintenance	Electric Utilities	082216	Connexus Energy	101	43201	\$308.04
Park Maintenance	Electric Utilities	082216	Connexus Energy	101	43201	\$111.94
Park Maintenance	Electric Utilities	082216	Connexus Energy	101	43201	\$32.02
Park Maintenance	Equipment Parts	F-262350192	Allstate Peterbilt North	101	43201	\$43.86
Park Maintenance	Equipment Parts	P71894	MN Equipment	101	43201	\$252.37
Park Maintenance	Equipment Parts	P71959	MN Equipment	101	43201	(\$180.38)
Park Maintenance	General Operating Supplies	594235	Ham Lake Hardware	101	43201	\$13.28
Park Maintenance	General Operating Supplies	595055	Ham Lake Hardware	101	43201	\$7.58
Park Maintenance	General Operating Supplies	P51550	MN Equipment	101	43201	\$39.24
Park Maintenance	Lubricants and Additives	P71882	MN Equipment	101	43201	\$41.37
Park Maintenance	Motor Fuels	670544	Mansfield Oil Company	101	43201	\$517.55
Park Maintenance	Motor Fuels	670547	Mansfield Oil Company	101	43201	\$264.18
Park Maintenance	Other Equipment Rentals	106999	Jimmy's Johnnys, Inc.	101	43201	\$1,141.00
Park Maintenance	Professional Services Fees	082016	Gail E. Gessner	101	43201	\$100.00
Park Maintenance	Repairs/Maint Machinery/Equip	I10563	MN Equipment	101	43201	\$543.64
Park Maintenance	Safety Supplies	9199314247	Grainger	101	43201	\$109.44
Park Maintenance	Small Tools and Minor Equip	26444	Menards Cambridge	101	43201	\$144.49
Park Maintenance	Small Tools and Minor Equip	P52263	MN Equipment	101	43201	\$248.96
Park Maintenance	Telephone	221820	City of Roseville	101	43201	\$46.82
Payroll	Insurance Premiums	09 2016	Dearborn National Life Ins Co.	101		\$1,299.06
Payroll	Insurance Premiums	08 2016	MN Public Employees Assn	101		\$429.00
Payroll	Insurance Premiums	09 2016	NCPERS Minnesota	101		\$144.00
Planning and Zoning	Escrow Reimbursement	072216	Dirtworks, Inc.	101		\$301.00
Planning and Zoning	Escrow Reimbursement	072216	Liberty Title	101		\$5,000.00



City of East Bethel
September 7, 2016
Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Planning and Zoning	Escrow Reimbursement	082316	Steve Voss	101		\$500.00
Planning and Zoning	Legal Notices	392139	ECM Publishers, Inc.	101	41910	\$69.88
Planning and Zoning	Professional Services Fees	082016	Gail E. Gessner	101	41910	\$200.00
Police	General Operating Supplies	408427	J.P. Cooke Company	101	42110	\$93.00
Recycling Operations	Electric Utilities	082216	Connexus Energy	226	43235	\$122.71
Recycling Operations	Gas Utilities	513318400	Xcel Energy	226	43235	\$25.00
Recycling Operations	Other Advertising	85359	The Courier	226	43235	\$285.00
Recycling Operations	Other Equipment Rentals	106999	Jimmy's Johnnys, Inc.	226	43235	\$70.00
Recycling Operations	Postage/Delivery	479018	Gregory Cardey	226	43235	\$200.00
Recycling Operations	Professional Services Fees	09 2016	Cedar East Bethel Lions	226	43235	\$1,200.00
Recycling Operations	Professional Services Fees	09 2016	Cedar East Bethel Lions	226	43235	\$416.96
Recycling Operations	Refuse Removal	07 2016	Freimuth Enterprises LLC	226	43235	\$1,525.00
Recycling Operations	Travel Expenses	081816	Karen White	226	43235	\$22.20
Sewer Operations	Electric Utilities	082216	Connexus Energy	602	49451	\$86.40
Sewer Operations	Electric Utilities	082216	Connexus Energy	602	49451	\$135.60
Sewer Operations	Software Licensing	154613	Banyon Data Systems, Inc.	602	49451	\$545.00
Street Capital Projects	Architect/Engineering Fees	36607	Hakanson Anderson Assoc. Inc.	406	40600	\$15,704.80
Street Maintenance	Bldg/Facility Repair Supplies	595377	Ham Lake Hardware	101	43220	\$8.07
Street Maintenance	Bldg/Facility Repair Supplies	31639	Menards - Forest Lake	101	43220	\$8.67
Street Maintenance	Bldgs/Facilities Repair/Maint	1182825086	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Bldgs/Facilities Repair/Maint	1182836410	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Bldgs/Facilities Repair/Maint	1182847700	G&K Services - St. Paul	101	43220	\$10.92
Street Maintenance	Bldgs/Facilities Repair/Maint	1182858949	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Clothing & Personal Equipment	1182825086	G&K Services - St. Paul	101	43220	\$18.32
Street Maintenance	Clothing & Personal Equipment	1182836410	G&K Services - St. Paul	101	43220	\$45.32
Street Maintenance	Clothing & Personal Equipment	1182847700	G&K Services - St. Paul	101	43220	\$18.32
Street Maintenance	Clothing & Personal Equipment	1182858949	G&K Services - St. Paul	101	43220	\$18.32
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$83.42
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$352.03
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$183.27
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$5.00
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$126.19
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$585.32
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$127.69
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$177.32
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$16.60



City of East Bethel
September 7, 2016
Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Street Maintenance	Electric Utilities	082216	Connexus Energy	101	43220	\$5.00
Street Maintenance	Equipment Parts	F-262230084	Allstate Peterbilt North	101	43220	\$7.92
Street Maintenance	Equipment Parts	F-262350153	Allstate Peterbilt North	101	43220	\$90.04
Street Maintenance	Equipment Parts	1539-475560	O'Reilly Auto Stores Inc.	101	43220	\$76.72
Street Maintenance	Gas Utilities	513318400	Xcel Energy	101	43220	\$20.00
Street Maintenance	Lubricants and Additives	21087	DB Koppy	101	43220	\$87.38
Street Maintenance	Motor Fuels	670544	Mansfield Oil Company	101	43220	\$1,283.54
Street Maintenance	Motor Fuels	670547	Mansfield Oil Company	101	43220	\$114.47
Street Maintenance	Motor Vehicle Services (Lic d)	101-43220-401	Hayford Ford	101	43220	\$38.45
Street Maintenance	Motor Vehicles Parts	F-261800138	Allstate Peterbilt North	101	43220	(\$43.11)
Street Maintenance	Motor Vehicles Parts	F-262350192	Allstate Peterbilt North	101	43220	\$43.86
Street Maintenance	Motor Vehicles Parts	78345	Central Truck Service, Inc	101	43220	\$12.80
Street Maintenance	Motor Vehicles Parts	1539-469493	O'Reilly Auto Stores Inc.	101	43220	(\$597.52)
Street Maintenance	Motor Vehicles Parts	1539-469496	O'Reilly Auto Stores Inc.	101	43220	\$83.36
Street Maintenance	Motor Vehicles Parts	1539-471038	O'Reilly Auto Stores Inc.	101	43220	\$8.27
Street Maintenance	Motor Vehicles Parts	1539-472321	O'Reilly Auto Stores Inc.	101	43220	\$19.68
Street Maintenance	Motor Vehicles Parts	1539-474447	O'Reilly Auto Stores Inc.	101	43220	\$232.40
Street Maintenance	Motor Vehicles Parts	1539-475848	O'Reilly Auto Stores Inc.	101	43220	\$18.46
Street Maintenance	Sign/Striping Repair Materials	TI-0301027	Newman Traffic Signs	101	43220	\$632.85
Street Maintenance	Small Tools and Minor Equip	1539-474326	O'Reilly Auto Stores Inc.	101	43220	\$24.44
Street Maintenance	Street Maint Materials	IN00017231	City of St. Paul	101	43220	\$113.50
Street Maintenance	Telephone	221820	City of Roseville	101	43220	\$46.82
Street Maintenance	Telephone	332373310-177	Sprint Nextel Communications	101	43220	\$55.52
Tax Increment District No. 1-1	Legal Notices	392138	ECM Publishers, Inc.	435	43500	\$59.13
Tax Increment District No. 1-1	Professional Services Fees	71165	Ehlers	435	43500	\$215.00
Water Utility Capital Projects	Architect/Engineering Fees	36608	Hakanson Anderson Assoc. Inc.	433	49405	\$2,285.69
Water Utility Operations	Chemicals and Chem Products	10071543	Hach Company	601	49401	\$36.69
Water Utility Operations	Electric Utilities	082216	Connexus Energy	601	49401	\$220.87
Water Utility Operations	Electric Utilities	082216	Connexus Energy	601	49401	\$82.80
Water Utility Operations	Electric Utilities	082216	Connexus Energy	601	49401	\$1,017.97
Water Utility Operations	Gas Utilities	081616	CenterPoint Energy	601	49401	\$30.27
Water Utility Operations	Gas Utilities	081616	CenterPoint Energy	601	49401	\$15.85
Water Utility Operations	Software Licensing	154613	Banyon Data Systems, Inc.	601	49401	\$545.00
Water Utility Operations	Utility Maint Supplies	10059638	Hach Company	601	49401	\$1,831.70
						\$76,158.89
Electronic Payroll Payments						
Payroll	PERA					\$6,269.31
Payroll	Federal Withholding					\$5,709.66
Payroll	Medicare Withholding					\$1,592.06
Payroll	FICA Tax Withholding					\$6,807.32
Payroll	State Withholding					\$2,259.68
Payroll	MSRS/HCSP					\$4,490.08
						\$27,128.11

EAST BETHEL CITY COUNCIL WORK MEETING

JULY 27, 2016

The East Bethel City Council met on July 27, 2016, at 6:00 p.m. for the City Council Work Meeting at City Hall.

MEMBERS PRESENT: Ron Koller Tim Harrington Brian Mundle
Tom Ronning

MEMBER ABSENT: Steve Voss

ALSO PRESENT: Jack Davis, City Administrator
Colleen Winter, Community Development Director

1.0 The August 3, 2016, City Council meeting was called to order by Acting Mayor Ronning at
Call to Order 6:00 p.m.

2.0 **Harrington stated I'll make a motion to adopt the agenda for tonight's Work Meeting.**
Adopt **Koller stated I'll second.** Ronning stated any discussion? In favor? **All in favor.** Ronning
Agenda asked opposed? The ayes have it. **Motion passes unanimously.**

3.0 City Council conducted interviews with the four firms that submitted proposals for the City
Interview Comprehensive Plan update. The following firms were interviewed by Council:

Consultant
Proposals for
Comp Plan

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 Gritman (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.

4.0
Adjourn **Harrington stated I'll make a motion to adjourn. Mundle stated I'll second.** Ronning asked any discussion? All in favor? **All in favor.** Ronning asked any opposed? That motion passes. **Motion passes unanimously.**

Meeting adjourned at 8:20 p.m.

Submitted by:

Jack Davis, City Administrator

DRAFT

EAST BETHEL CITY COUNCIL MEETING

AUGUST 17, 2016

The East Bethel City Council met on August 17, 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 DuCharne, Fire Chief

1.0 The August 17, 2016, City Council meeting was called to order by Mayor Voss at 7:00
Call to Order p.m.

2.0 The Pledge of Allegiance was recited.

**Pledge of
Allegiance**

3.0 **Harrington stated I'd like to make a motion to adopt tonight's agenda. Under the
Adopt Agenda** **Consent Agenda, I'd like to add item E., Approve Application to Conduct Excluded
Bingo for St. Francis High School Dance Team, October 9, 2016. Koller stated I'll
second. Voss asked any discussion? All in favor of the motion say aye? All in favor.
Voss asked opposed? That motion passes. Motion passes unanimously.**

4.0 Davis stated at this time, we'd like to welcome the new East Bethel Royalty. He thanked
Presentation each for attending and asked them to step forward for presentation and recognition of their
4.0A new honors.

East Bethel
Royalty

Voss introduced and formally recognized the 2016-2017 East Bethel Royalty crowned on
Booster Day including Princess Britany Cich, Little Miss Mackenzie Norling, and Little
Miss Cindy Jane Tembreull. It was noted Sarah Farrier, Miss East Bethel 2017-2017 was
at work and unable to attend. Voss presented each Royalty member with resolutions of
recognition. Those present responded with a round of applause.

4.0B Sergeant Steve Schremp stated he is filling in for Commander Orlando who is at FBI
Anoka County Academy training. He presented the July 2016 Report, stating the Sheriff's Department
Sheriff's responded to 519 radio calls for service in East Bethel. He reported on the 3 burglaries, 7
Report thefts, 2 DWIs, and 38 Community Officer service calls. Sergeant Schremp described the
July 22, 2016, call to Northway Sports during the commission of a motorcycle theft that
resulted in tracking and arresting a suspect.

Voss noted the number of calls to date are significantly lower than last year and asked if
that is also a pattern in other cities. Sergeant Schremp stated he thinks it is a result of the
relatively quick response time, extra proactive patrols, and calls from concerned citizens.

Mundle asked if any service calls have increased. Sergeant Schremp indicated nothing is
up except for proactive action by officers in doing more arrests based on warrants (39 year-
to-date in comparison to 25 last year at this time).

4.0C
East Bethel
Fire Dept.
Report

Fire Chief DuCharme stated in July, the Fire Department responded to 52 calls for service, 37 being medical related with several occurring during the Booster Days parade and at the park. Of the 37 medical calls, 30 were transported to the hospital. DuCharme commented on the July 21st storm activity that resulted in downed powerlines and trees. He reported the incidences of unauthorized burning decreased in July and there has only been one grass fire due to increased rainfall.

DuCharme announced the October 6, 2016, Fire Department Open House from 5 to 8 p.m. at Station #1 and invited the Council to the Chili Cook Off that will take place during that open house. He thanked Councilmembers Mundle and Harrington and East Bethel Royalty for participating in Night to Unite activities.

DuCharme reported on the meeting he and City staff attended on August 16, 2016, at St. Francis High School relating to Alice, a program addressing how to handle students should there be an active shooter. He commented on the importance of this program and stated the Council will be receiving more information as this program develops.

Harrington asked about Knox Box, a program in Roseville, where a lock box is used on homes where medical calls occur to allow access by emergency services. DuCharme stated lock boxes are used for East Bethel businesses and if residents are interested, it could be expanded to a residential program and noted on dispatch. He described the use of a lock box, costing \$100-110, noting there is one on City Hall. Harrington stated support for an expanded program for elderly residents who have medical issues. DuCharme stated he will track Roseville's pilot program and report on its progress at a future Council meeting.

5.0
Public Forum

June Anderson, representing Daughters of the American Revolution, stated the three focus points of their lineage service organization are: patriotism, historic preservation, and education. She described activities to promote each including requesting proclamations from each Anoka County city to promote Constitution Week.

6.0
Consent
Agenda

- Item A Approve Bills
- Item B August 3, 2016, City Council Meeting Minutes
- Item C Resolution 2016-42, Constitution Week
- Item D 2017 Anoka County Law Enforcement Contract
- Item E Approve Application to Conduct Excluded Bingo for St. Francis High School Dance Team, October 9, 2016

Harrington stated I'll make a motion to approve tonight's Consent Agenda pulling Item C. Ronning stated second. Voss asked any discussion? All in favor say aye? All in favor. Voss asked opposed? That motion passes. Motion passes unanimously.

6.0C
Resolution
2016-42
Constitution
Week

Voss read in full Resolution 2016-42, declaring the week of September 17-23, 2016, Constitution Week in the City of East Bethel.

Voss stated to that motion to approve Resolution 2016-42, is there a second? Harrington stated I'll second. Voss asked any discussion? All in favor say aye? All in favor. Voss asked opposed? That motion passes. Motion passes unanimously. The signed Resolution was presented to Ms. Anderson followed by a photograph. Those present responded with a round of applause.

7.0 Commission, Association and Task Force Reports**New Business**

7.0A None.
Planning
Commission

7.0B None.
Economic
Development
Authority

7.0C None.
Park
Commission

7.0D None.
Road
Commission

8.0
Department
Reports

8.0A
Community
Development
8.0A.1
Prairie Ridge
Prel. Plat

Davis presented the staff report and consideration of the Planning Commission, at its July 26, 2016, Meeting, of the Preliminary Plat for Prairie Ridge Estates as presented by Steve Strandlund with Carrington Development LLC. The site is located on a 41.67-acre parcel at the southwest corner of the intersection of Bataan Street and 229th Avenue. The proposed subdivision would contain 10 lots ranging in size from 2.19 acres to 5.88 acres, meet the density requirement, and the lots will be designed for walkout style homes. There are no new streets planned for this subdivision.

Davis described the location of driveways, utilities, and preservation of trees with the exception of Lot 4, and 20-foot dedicated easement for a trail along Bataan Street. The developer's Park Dedication Fee is \$20,000 based on 10% of the value of the property (\$200,000) not to exceed \$2,000 per lot. Construction of the trail was proposed to fulfill the cost of the developer's Park Dedication Fee. The developer's cost estimate for a completed trail along the subdivision's frontage on Bataan Street based on the City's design requirements is \$46,000. The Parks Commission discussed and endorsed this proposal at their August 10, 2016, meeting and recommended the cost difference of \$26,000 be paid from the City's Parks Capital Fund and that the trail be extended at City expense an additional 450 feet to 226th Lane. The extension beyond the Prairie Ridge subdivision proposal would require additional City funding and amending the Parks Capital Improvement Plan to reflect the schedule change.

Davis explained that while consideration for a future trail extension is not required for approval of the Preliminary Plat, a decision to accept the trail installation in lieu of cash creates an implied commitment to eventually continue the trail to 226th Lane and beyond.

Davis reviewed the concerns of the Anoka County Highway Department with driveways proposed to access 229th Avenue (County Road 26) and report that due to the vertical and horizontal alignment of the road, this matter is considered to be uncorrectable so care must be exercised when locating plantings, berms, or other potential obstructions to site distances in these areas. The Anoka County Highway Department has also required the developer to dedicate an additional 10 feet of right-of-way along 229th Avenue for future reconstruction purposes.

Davis indicated the current taxable market value of the site is \$177,200 and is classified as Agriculture, non-homestead. The 2016 total taxes will be \$2,190. If the subdivision were totally built out and assuming a build out value for the 10 lots was \$250,000 per lot or a total of \$2,500,000, the estimated total tax generated by the parcels would be approximately \$29,750 in 2016 dollars.

It was noted City staff and the Planning Commission recommend approval of the Concept Plan and Preliminary Plat for the Prairie Ridge Subdivision, PIN #03-33-23-22-0001, subject to two conditions as detailed in the staff report.

Ronning stated move to adopt the recommendation of City staff and Planning Commission to approve the Concept Plan and Preliminary Plat for the Prairie Ridge Subdivision, PIN 03-33-23-22-0001, with the following conditions:

- 1. All comments from the City Engineer, City Attorney, and City Staff shall be addressed to the satisfaction of the City; and,**
- 2. The trail easement is to be accepted and a decision made to either construct the trail within the dedicated easement and pay the difference in costs of construction over and above the Park Dedication Fee or accept the \$20,000 Park Dedication Fee in cash to be used for the future construction of the trail or other park related uses.**

Harrington stated I'll second. Voss asked any discussion?

Davis used a diagram to identify the portion of the trail that is recommended for construction (grade and pave) at this time as it would be more expensive to do so after homes and driveways are constructed. He noted the location of an additional 450-foot trail section that would connect to 226th Lane at an estimated cost of \$60,000 and City right-of-way connecting Yancy Street to 225th Avenue, about 1,000 feet. Once completed, it would create a trail connection from 229th Avenue to Booster East Park. Davis explained it could take several years to complete this entire trail section and the City's contribution would be about \$120,000.

Voss stated I'd like to amend the motion to designate that the trail be constructed now with the remainder of the funds from the Parks Capital Fund. Ronning stated he accepts this as a friendly amendment. Mundle seconded the amendment. Voss stated to the amendment, all in favor say aye. **All in favor.** Voss asked any opposed? **Motion to amend passes unanimously.** Voss asked any discussion to the amended motion?

Mundle noted the location of an existing house on 226th Lane and asked whether the trail would go along Bataan Street. Davis clarified it would parallel Bataan Street and be offset by three to five feet via a small boulevard. He stated the City received an easement from these particular properties several years ago so there is ample area in that location.

Voss noted there are wetland issues in that area. Davis confirmed that is correct and wetland credits for this section are estimated at \$7,500. In addition, it will increase some of the construction costs for this section of trail. Voss asked any other discussion? To the amended motion, all in favor say aye? **All in favor.** Voss asked any opposed? That motion passes. **Motion as amended passes unanimously.**

8.0B None.

Engineer

8.0C None.

City Attorney

8.0D None.

Finance

8.0E None.

Public Works

8.0F None.

Fire

Department

8.0G

City

Administrator

8.0G.1

Comp. Plan

Consultant

Selection

Davis presented the staff report, indicating that on July 27, 2016, the City Council conducted interviews with the four firms that submitted proposals for the City Comprehensive Plan update. This item was discussed at the August 3, 2016, Council meeting but tabled to allow the full Council to participate in the discussion.

Davis stated the four firms that had been interviewed were Community Design Group (CDG), Houston Engineering, Inc. (HEI), Northwest Associated Consultants, Inc. (NAC), and WSB and Associates, Inc. (WSB). He reviewed the estimated costs as detailed in the staff report, noting 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 in the 2017 Preliminary Budget for this activity. Committed funds available at this time are potentially \$60,000 and if additional funding were required, an amount to be determined could be allocated to the project from the EDA budget with Council approval.

Davis referenced the rating sheet that had been provided for the City Council's use when evaluating the selection of a consultant and broad components of the Comprehensive Plan that will be the responsibility of the selected consultant. He then presented options that can be considered by the City Council for the Comprehensive Plan consultant selection. Staff recommends the City Council select a consultant and direct staff to start contract negotiations.

Mundle stated his preference for NAC and WSB with WSB being his first choice. He stated when NAC was asked questions, they replied in a straightforward manner with relevant information and seemed more 'down to earth' but when looking at their clientele, he found they were not in a similar situation or to have East Bethel's vision for the future. Because of that, he felt WSB was more qualified.

Ronning stated he saw an advantage with WSB based on their experience dealing with the Met Council to make changes. However, NAC is his first choice as they had completed a lot of homework on East Bethel ahead of time and were familiar with the City's problems/challenges and how to best address them. In addition, he liked the NAC presentation best.

Harrington stated he liked WSB and how they addressed the entire City (including Coon Lake and all of the Rural Residential) and not just the Highway 65 corridor. In addition, they have a website to provide feedback, which will help anyone who can't attend a meeting. He noted the other three consultants did not bring up a website option.

8.0G.1
Comp. Plan
Consultant
Selection

Koller stated his preference for CDG and WSB, noting CDG is smaller and probably more efficient. He agreed that WSB did a lot of prep work and plan to do a lot with the residents to gain their input. Koller agreed their presentation was well thought out so he would go with WSB as his first choice.

Voss stated he watched the video and reviewed the materials and had the same preference between WSB and NAC. He thinks that what you gain with focus in terms of clients with NAC is outweighed by the experience that WSB has, noting WSB also has staff serving as city engineers. Voss stated having gone through this ten years before, to him the public involvement is the critical start. He thinks WSB has a better handle on that process.

The Council voiced its desire to start the process now as it will take some time. **Mundle stated I'll make a motion for WSB & Associates to be contacted by staff and enter into negotiations to be consultants for the Comprehensive Plan Review. Harrington stated I'll second.** Voss asked any discussion? Hearing none, all in favor? **Harrington, Koller, Mundle, and Voss-Aye.** Voss asked opposed? **Ronning-Nay. Motion passes.**

Davis stated staff will notify all four consultants of the City Council's decision and schedule a meeting with WSB with reports to the Council. He asked the Councilmembers to notify staff if they would like to be part of the contract negotiations.

8.0G.2
Set Date for
Fall Town Hall
Mtg.

Davis presented the staff report, indicating the Fall Town Hall Meeting has historically been held in November after the General Election on a date that doesn't conflict with any other municipal or school district meetings. He indicated that November 17 and 22, 2016, do not conflict with the General Election, certification of election results, holidays, City or ISD # 15 and 831 meetings. Davis proposed using the same format that has been used in the past and asked the City Council to set the date for this meeting so a notice can be placed in the Fall Newsletter, which will be sent to the printer on August 22, 2016, and will be distributed to City residents in the first week of September.

Koller stated I'll make a motion to plan the Town Hall Meeting date as Thursday, November 17, 2016. Ronning stated second. Voss asked any discussion? The City Council recognized the dates for deer hunting and Thanksgiving. Voss asked any further discussion? Hearing none, all in favor? **All in favor.** Voss asked opposed? That motion passes. **Motion passes unanimously.**

8.0G.3
Mn. Amateur
Sports Comm.
Grant

Davis presented the staff report, advising 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.

Davis described the City's 1996 model Zamboni, costs of repair to this unit, and anticipated repairs estimated at \$5,800. He noted the major issue with a propane powered Zamboni are exhaust emissions and the resultant air quality within an arena. He described the requirement to monitor, measure, and report air emissions to the Minnesota Department of Health and requirement for immediate corrective action 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.

8.0G.3
Mn. Amateur
Sports Comm.
Grant

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

Davis noted this item was discussed at the August 3, 2016, Council meeting and Council requested staff investigate the potential for purchasing a used electric Zamboni through this program. Staff found that used electric Zambonis are available from time to time. The average age of the units is generally 15 years and those were selling in the \$60,000 to \$70,000 range. Their state of repair and operational worthiness would vary from unit to unit and reconditioned machine's useful life expectancy could vary from 5-10 years depending on its age and previous use.

Davis stated Mark Ericson, Program Director for the Ice Arena Grant Program, has indicated that continuation of the funding is not guaranteed beyond this program year, grant reviewers would not accept an application requesting purchase of a used machine due to unknown costs, availability of a unit within the time frame required for grant expenditure, and the anticipated service life of a used unit. He noted that with an anticipated service life of 20-25 years for a new machine, the life cycle costs of approximately \$176,500 of this unit would be equal to or less expensive than the cost of potentially having to purchase two used machines over this time frame.

Davis explained that funds for the matching of the grant request would come from the Ice Arena Fund and re-sale of the propane powered Zamboni. This proposal would not require use of City tax levy funds. All funding for the Ice Arena is derived from user fees from ice, locker room, 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.

Davis stated due to the unknowns relating to the life expectancy of our current unit, the potential for more restrictive air quality standards for indoor ice arenas, 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 a new electric Zamboni.

Koller noted the staff report indicates the Ice Arena had to be evacuated once. Davis stated it was in the late 1990s or early 2000s. Voss stated the air circulation system was upgraded after that occurred. Koller stated a new engine was installed in the Zamboni last year so it should be burning clean. Davis stated it should be and another \$6,000 can be invested in the Zamboni to get another 5-15 years out of it but the problem is that at some point, it will have to be replaced and this grant money may not be available at that time.

Koller stated at a cost of \$130,000, he thinks the City should keep the current Zamboni. Davis stated the purchase of a new Zamboni would cost about \$44,000 because the grant would pay one-half the cost, the existing Zamboni would be sold, and then the additional repairs would not be expended. If the grant is pursued and awarded, the City will have a Zamboni that should last 25 years. Koller stated the engine was just replaced last year and he can't support replacing something just because someday in the future it may have to be replaced.

Harrington asked how the additional \$44,000 would be funded. Davis answered from the Ice Arena Depreciation Fund and there are funds available from this account. He stated the questions to be asked and answered are how long the existing Zamboni will last with the upgrades, major repairs that may arise in the next two to three years along with continuing maintenance costs that are not factored into this calculation, or does the City want to take advantage of this funding opportunity now. Davis agreed with Koller that the City does not buy something just because there's funds available but in this case it could potentially save the City money in the long run.

Koller stated a lot of the issue is keeping the current Zamboni properly maintained. He recalled that before the engine was put in, the hydraulic filter had not been replaced for four years, which is not proper maintenance. He stated machines last longer when properly maintained and instead of paying \$130,000 for a new one, he would rather maintain the old Zamboni.

Voss asked when the grant is awarded. Davis answered by the end of the year and it has to be expended in the year 2017.

Ronning noted it was also discussed that should something happen to the Zamboni not related to the engine, the cost of rental was high and if you can't maintain the ice, you don't have customers. He stated with those considerations as well as past discussion, the question is the breakeven point should the Zamboni fail. Voss stated with the grant, one-half of a new Zamboni would be funded so while it is still spending money, it is not spending \$130,000.

Koller asked how long the battery lasts in an electric Zamboni. Davis stated the battery has a life expectancy of six years and costs \$8,500 to \$9,000 to replace but that's offset by the propane fuel cost which is \$2,500/year to operate the current Zamboni. Koller stated you also have to recharge the battery. Davis explained it is essentially a wash between the battery replacement and fuel costs so it is a neutral item. Koller stated sometimes the estimate of battery life is optimistic. Davis stated that is true but in this case it appears that if properly maintained, the batteries have a life expectancy of six years though it could be five years or seven years.

Koller stated you also have to consider the cost of \$45,000 to buy a Zamboni when the City already owns one. Davis stated that is true but the question is whether to take advantage of a program that may not be available in the future or keep the current Zamboni in operation with the expectation that it will be operable long enough to justify not pursuing this funding source. Koller stated it is not known whether the program will continue but that does not mean the City buys a new machine because it might save some money on it.

Mundle asked what the Zamboni can be sold for if the City keeps and maintains it until it is no longer feasible. Davis stated the estimate is at \$15,000 and the potential buyer will probably be someone with outdoor ice to maintain. He stated while he doesn't know the value it would have at that point, he does know it will be less than \$15,000.

Voss asked what is the life expectancy of a new Zamboni? Davis answered 20-25 years. Voss stated at \$44,000 it is spending \$2,000 a year to purchase and own a new Zamboni. Koller stated that is only if it doesn't break down. Voss stated it is certain that a 40-year-old Zamboni will break down as well. Koller stated the City just put a brand new motor in

the Zamboni and an electric Zamboni will need a new battery every six years too.

8.0G.3

Mn. Amateur
Sports Comm.
Grant

Ronning stated a 56 Chevy with a new engine doesn't mean you have to keep it for the next 20 years. He asked who does the engine maintenance and other repairs that are needed. Davis stated the Ice Arena has been doing the maintenance but the City is now stepping up and giving assistance to assure it is handled on a regular basis. It was noted the City owns the Zamboni.

Ronning asked if the City has the ability to do a review of component condition such as the steering. Davis stated staff could evaluate the life expectancy of the other Zamboni components but it involves speculation, the same as purchasing a used car. Ronning reviewed the types of car mechanicals that can be viewed to determine timing of replacing and stated it would be an easier decision if the Council knew the forecast for maintenance and repair costs. Voss noted that mechanics estimates are not always accurate.

Voss pointed out that for \$2,000 a year, the City could own a new one and his question is how much would be spent to maintain a used Zamboni, noting theoretically there will be more repairs needed on an older Zamboni than a new unit. Mundle stated another factor is any downtime should the Zamboni break down. Voss agreed there could be rental costs because the ice has to be maintained. Mundle stated there could also be lost revenue from ice time. Voss acknowledged the concerns of Koller but pointed out the grant would allow the City to own a new Zamboni that is safer for the air quality inside the Ice Arena.

Mundle asked about the warranty on a new Zamboni. Davis stated there are two major Zamboni manufacturers and if approved, staff will have to review the warranty terms and compare prices. Currently, there is no warranty on the existing Zamboni.

Davis reviewed the issues raised during the City Council's last Zamboni discussion including loss of revenue that would equal \$16,000 per week. Voss stated that would not be an option as a Zamboni would then be rented. Davis agreed.

Koller raised the option of leasing a Zamboni. Davis stated that has not been researched but the grant program would not cover a lease situation. Voss stated that would require the City to lease at full price and asked why the City would do that until the existing Zamboni totally breaks down.

Harrington stated that while he agrees with Koller that the money is expensive, an electric Zamboni has no emissions and he would ask when the State may again lower the allowable carbon monoxide levels for an Ice Arena. He stated he feels the new Zamboni would be a better option for the City.

Voss stated one of the questions raised the last time was the Hockey Association's position and it was mentioned they had brought this grant opportunity to the City. Davis stated that is correct. Voss stated in a way, the City is reinvesting in the Ice Arena, the same as the Hockey Association has been doing over the past couple of years and at the same time using funds generated by the users (Hockey Association). Davis agreed and stated in reality, the Hockey Association and High School are paying the bill on this because it does not involve any City tax payer money. He stated when the day comes that the Zamboni needs to be replaced, if kept, the replacement cost may be \$150,000 and there may be no other sources to fund it other than the Ice Arena Fund.

Mn. Amateur
Sports Comm.
Grant

Ronning stated the Hockey Association has quite a bit of money invested in the Ice Arena, noting they just did a fundraiser and paid for \$23,000 on the cost for the boards. He stated the boards didn't necessarily have to be replaced but now there are more useable boards and it saved the City \$23,000. Davis stated if the City Council does authorize grant submittal, there is no guarantee it will be awarded. Voss stated in addition, the City Council will need to take a future action to accept the grant so that will be another discussion, perhaps after January with the new Council.

Voss stated I'll make a motion to go forward with applying for the grant as presented by staff. Mundle stated I'll second. Voss asked any further discussion? Koller stated he would go forward with applying for the grant but that does not mean he will support accepting it. Voss stated the Council will get to vote on it again but if awarded, he thinks the City should accept it. He asked any further discussion? To the motion, all in favor? **All in favor.** Voss asked any opposed? That motion passes. **Motion passes unanimously.**

9.0 Other
9.0A
Staff Reports

None.

9.0B
Council
Report –
Member
Mundle
Council
Member Koller

Mundle reported on EDA discussions relating to the Business Development Report. He complimented Community Development Director Winter's presentation on available land and building report. In addition, the EDA discussed additional education on TIF, tax abatement, and the October MNCAR Expo.

Koller stated he had no report as the Roads Commission did not hold a meeting.

Council
Member
Ronning

Ronning stated the Park Commission meeting was reported on during a previous agenda item.

Council
Member
Harrington
Blood Drive

Harrington announced the Battle of the Badges Blood Drive on Tuesday, August 23, 2016, from 1-5 p.m. at the Anoka County Sheriff's Office.

Super Road
Design

Harrington asked for an update on Mn/DOT's design study for a super road at CR 22 and TH65. Davis stated he expects a report on that evaluation of alternatives in the next two to three weeks. He stated Mn/DOT will want to present that plan at a City Council and Roads Commission meeting as well as during the Town Hall Meeting.

Ronning asked Davis to invite Councilmembers for the Roads Commission presentation if that occurs first. Davis stated it will be a joint City Council and Roads Commission Meeting so everyone is aware and he expects it to take place in September, before the Town Hall Meeting.

Mayor Voss

Voss announced the Fire Department Open House on Thursday, October 6, 2016.

9.0C
Other
9.0D
Closed

None.

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 to review two matters. The first being a

Sessions

matter of possible acquisition of real estate interest effecting parcel #29-33-23-34-0001.

PIN

That Closed Session will be tape recorded as required by Statute. Council will return to

29-33-23-34-

Open Session to take any action that might be taken relative to that property.

0001 and

Minn. Court of

Vierling stated the second matter will be covered under attorney-client privilege and a

Appeals File

discussion with Council relative to the Minnesota Court of Appeals Decision File #8A16-

#8A16-722,

722, Gary Otremba and Heidi Moegerle versus the City of East Bethel. With that being

Otremba and

said, Mr. Mayor, I would request a motion that we go into Closed Session for the items

Moegerle vs.

I've indicated.

East Bethel

Move to

Mundle stated make a motion to go into Closed Session at 8:16 p.m. for the items that

Closed Session

City Attorney's indicated. Koller stated I'll second. Voss asked any discussion? All infavor say aye? **All in favor.** Voss asked any opposed? That motion passes. **Motion****passes unanimously.**

Reconvene

Vierling stated thank you Mr. Mayor. For the benefit of the public and for the record, we

Open Session

note the Council's back into Open Session after having concluded two Closed Sessions,

first dealing with issues of real estate acquisition as it affects property being identified as

parcel #29-33-23-34-0001 in Anoka County. The Closed Session on that matter was

attended by all members of the City Council, City Administrator Mr. Jack Davis, and

myself as City Attorney. Council reviewed issues and material brought into the Closed

Session by the City Administrator effecting matters of acquisition and gave its impression

on the issues raised but took no motion.

Vierling stated the second matter was the review by the City Attorney of the Moegerle

Otremba versus the City of East Bethel matter. The City Attorney reviewed, again with all

members of the Council and the City Administrator, the Appellate briefing that had been

filed on this matter and the outstanding issues, if any. Again, there was discussion

between the staff and Council but no motions were taken. Thank you.

Letter to Brad

Davis read a letter into the record addressed to Brad and Wendy Jahnke, 8408 Eastwood

and Wendy

Drive, Mounds View, Minnesota. The City is negotiating with the Jahnkes for a deeded

Jahnke

utility easement and access agreement and Jahnke's request for additional amenities

including providing a water and sewer stub to PIN #29-23-33-34-0001, 1203 189th

Avenue, East Bethel.

Harrington stated I'll make a motion to approve the letter to be sent to the Jahnkes.**Koller stated I'll second.** Voss asked any discussion? Hearing none, all in favor? **All in****favor.** Voss asked any opposed? That motion passes. **Motion passes unanimously.**

10.0

Koller stated motion to adjourn. Mundle stated second. Voss asked any discussion?

Adjourn

All in favor say aye? **All in favor.** Voss asked any opposed? Hearing none, meetingadjourned. **Motion passes unanimously.**

Meeting adjourned at 8:45 p.m.

Submitted by:

Carla Wirth

TimeSaver Off Site Secretarial, Inc.

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

RESOLUTION NO. 2016-47

RESOLUTION OF LGU MIGHTY DUCKS GRANT APPLICATION

WHEREAS, the Minnesota Amateur Sports Commission (MASC), via the State General Fund, provides for general funds to assist political subdivisions of the State of Minnesota for the fulfillment of the purpose and goals of the Mighty Ducks Grant Program, and

WHEREAS, the City of East Bethel desires to complete its project named “New Electric Zamboni” at East Bethel Ice Arena located at 20675 Highway 65 NE East Bethel, MN 55011

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

- 1) That the total cost of completing the project shall be \$137,530 and the City of East Bethel is requesting \$68,765 from the Mighty Ducks Grant Program and will assume responsibility for a matching contribution of \$68,765.
- 2) The City of East Bethel agrees to enter into necessary and required agreements with the MASC for the specific purpose of completing the project.
- 3) That a request for reimbursement be made to the MASC for the amount awarded after the completion of the project.
- 4) That the City Administrator Jack Davis and/or Finance Director Mike Jeziorski are authorized and directed to execute said application and serve as the official liaison with the MASC.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City of East Bethel at a duly authorized meeting and as shown by the minutes of said meeting in my possession.

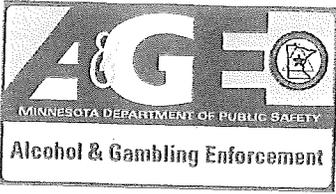
Adopted this 7th day of September, 2016 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Steven R. Voss, Mayor

ATTEST:

Jack Davis, City Administrator



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
 TEMPORARY CONSUMPTION AND DISPLAY PERMIT**

Kenny

(City or county may not issue more than 10 permits in any one year)

Name of organization: St. Francis Lions Date organized: 1968 Tax exempt number:

Address: [REDACTED] City: St. Francis State: Minnesota Zip Code: 55070

Name of person making application: Kristin Ferguson Business phone: [REDACTED] Home phone: [REDACTED]

Date(s) of event: 9-24-16 Type of organization: Club Charitable Religious Other non-profit

Organization officer's name: X Kristin Ferguson City: St. Francis State: Minnesota Zip: 55070

Location where permit will be used. If an outdoor area, describe.
St. Andrew Lutheran Church 1450 237th Ave NE E. Bethel, MN 55005 on parking lot area

APPROVAL
 APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of East Bethel
 City/County

0
 City Fee Amount

N/A
 Date Fee Paid

9/24/16
 Date Approved

 Permit Date

carrie.frost@ci.eastbethel.mn.us
 City/County Email Address

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



City of East Bethel City Council Meeting Agenda Information

Date:

September 7, 2016

Agenda Item Number:

Item 7.0 A 1

Agenda Item:

Concept Plan and Revised Preliminary Plat for Viking Preserve Planned Unit Development,

Requested Action:

Consider approval of the Revised Preliminary Plat for Viking Preserve

Background Information:

The Preliminary Plat for Viking Preserve, a single family residential Planned Unit Development, was originally approved by the City Council on December 4, 2013. Since that time there have been modifications to the plat due requirements of the Army Corps of Engineers regarding wetland modification. On March 25, 2014, the Planning Commission reviewed a Revised Preliminary plat and recommended approval to the City Council but the Developer, due to market issues, did not submit this plat for approval to the City Council. However, The Developer requested approval to complete site grading and soils corrections for building pads during that period. City Council approved a Memorandum of Understanding on April 1, 2015 to enable the Developer to proceed with that portion of the site preparation.

The Developer is now ready to proceed with the submission of the Preliminary Plat. As Planning Commission approval of the preliminary plat occurred over two years ago, a new public hearing and revision was required for this project. The public hearing was held at the August 23, 2016 Planning Commission Meeting.

As part of the review process for the preliminary plat, agencies with jurisdictional responsibilities comment on the project and the City works with the Developer to incorporate those changes into the Final Plat and a Developers Agreement. Based on review comments, the Preliminary Plat was revised as follows:

- The number of lots on the plat was reduced from 60 to 48.
- The Developer is no longer proposing any homes beyond Lot 25, permitting the termination of Taylor Street at this point-
- Buffering between Viking Boulevard and 193rd Lane will be done with berms and plantings.
- Ponding areas for storm water detention are provided as required.
- The Developer will provide Outlot C as a buffer and preserve existing trees per the tree plan.
- The Developer will dedicate an additional 15 feet of right of way per requirements of the Anoka County Highway Department.
- Sidewalks and trails are as shown on the site plan

- Park dedication fees will be required based on the valuation of the property prior to development not to exceed \$2,000 per lot.

Attachments:

Attachments 1 – 4: Revised Preliminary Plat Maps 1-4

Attachment 5: Planning Commission Minutes discussing Viking Preserve

Fiscal Impact:

The current taxable market value of the site is \$270,100 and 21.68 acres is classified as agriculture, non-homestead and 7.45 acres is classified as residential, non-homestead. 2016 total taxes (City, County and School District) are \$6,018. If the subdivision were totally built out and assuming a build out value for the 48 lots was \$275,000 per lot or a total of \$13,200,000, the estimated total annual tax generated by the project would be approximately \$84,000 in 2016 dollars.

At the time of build out, \$268,800 in City SAC and WAC fees (2016 rates) will have been collected from this project. SAC and WAC fees will be paid at the time of connection.

Recommendation:

The Planning Commission and Staff and recommend that City Council consider approval of the Concept Plan and Preliminary Plat for Viking Preserve subject to the following conditions:

1. Approval of the City Engineer
2. Approval of the Anoka County Highway Department
3. Compliance with all requirements as outlined in Chapter 66 – Subdivisions

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

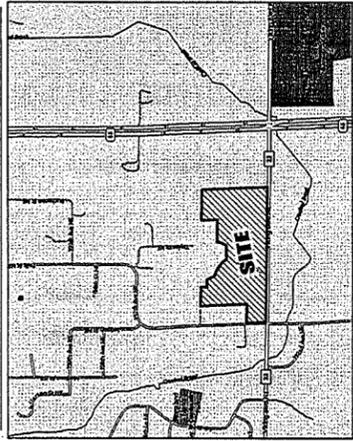
Vote No: _____

VIKING PRESERVE

TITLE SHEET, NOTES & LEGEND

EAST BETHEL, MN

VICINITY MAP



N.T.S.

GENERAL NOTES

THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND SIZE OF ALL UTILITIES IS BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO TYPE AND LOCATION OF UTILITIES AS NECESSARY TO AVOID DAMAGE TO THESE UTILITIES.

CALL "611" FOR EXISTING UTILITIES LOCATIONS PRIOR TO ANY EXCAVATIONS.

THE CONTRACTOR SHALL VERIFY SIZE, DEPTH, LOCATION AND LOCATION OF EXISTING SANITARY SEWER, STORM SEWER, WATER MAIN AND WATER MAIN SERVICE LINES PRIOR TO THE START OF INSTALLATIONS.

INSTALLATIONS SHALL CONFORM TO THE CITY STANDARD SPECIFICATIONS (LATEST EDITION), CITY STANDARD DETAIL PLATES, AND MINNAPOLIS STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2005 EDITION.

THE CONTRACTOR SHALL NOTIFY CITY PUBLIC WORKS DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY SEWER OR WATER SERVICE TO EXISTING HOMES OR BUSINESSES.

STORAGE OF MATERIALS OR EQUIPMENT SHALL NOT BE ALLOWED ON PUBLIC STREETS OR WITHIN PUBLIC RIGHT-OF-WAY.

NOTIFY CITY A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

ALL ELECTRIC, TELEPHONE, AND GAS EXTENSIONS INCLUDING SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY. THE APPROPRIATE UTILITY COMPANY SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY.

REMOVE/RELOCATE EXISTING UTILITIES AS NECESSARY FOR CONSTRUCTION.

ABANDON EXISTING WATER WELLS PER CITY AND STATE CODE.

WATER MAIN NOTES

EXISTING WATER MAIN LOCATION AND SIZE SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.

PROVIDE PIPE INSULATION PER STANDARD DETAIL PLATE NO. 304 WHERE SEWER (SANITARY OR STORM) CROSSES WITHIN 18" OF WATER MAIN.

MECHANICAL JOINTS SHALL BE USED FOR WATER MAIN PIPES 4" IN DIAMETER AND LARGER. RUBBER GASKETS SHALL CONFORM TO AWWA C111 (ANSI A21.11).

MAINTAIN MINIMUM 7.5-FT COVER TO TOP OF ALL WATER MAIN PIPE.

PROVIDE CONCRETE THRUST BLOCKING AT BENDS AND TEES PER STANDARD DETAIL PLATE NO. 202.

TRACER WIRE IS REQUIRED FOR ALL PVC WATERMAIN PIPE AND SHALL BE NO. 8 COPPER INSULATED AND RATED FOR UNDERGROUND SERVICE. TRACER WIRE SHALL REMAIN CONTINUOUS AND BE BROUGHT TO THE SURFACE AT ALL HYDRANTS. SEE STANDARD DETAIL PLATE NO. 204 FOR DETAIL.

GATE VALVES SHALL BE RESINITE WEDGE VALVES CONFORMING TO AWWA C509 STANDARDS. ALL VALVES SHALL BE INSTALLED ON-LINE WITH ACCOMPANYING VALVE BOXES. ALL VALVES SHALL BE IN A CLOCKWISE DIRECTION. ALL VALVE BOXES SHALL BE COVERED PER AWWA C506. ALSO SEE STANDARD DETAIL PLATE NO. 205.

WATER SERVICES SHALL BE 1" COPPER TYPE K AND SHALL CONFORM TO STANDARD DETAIL PLATE NO. 204.

HYDRANTS SHALL BE PLACED FIVE (5) FEET FROM BACK OF CURB AND SHALL CONFORM TO STANDARD DETAIL PLATE NO. 204.

STORM SEWER NOTES

FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING STORM SEWER AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.

STORM SEWER SHALL BE REINFORCED CONCRETE PIPE (RCP) ANSI C76 WITH R-4 GASKETS AND HOPE. HOPE PIPE SHALL MEET THE REQUIREMENTS OF AASHTO M294, TYPE S WITH WATER-TIGHT CONNECTIONS. USE SAND/GRANULAR BACKFILL WITH THE PROTECTION OF HOPE PIPE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM 2321.

STORM SEWER LENGTHS INCLUDE THE LAWN LENGTH OF THE FLARED-END SECTION. LAWN LENGTH OF APRON TO BE DEDUCTED FROM PAYMENT LENGTH OF PIPE.

ALL PORTIONS OF THE STORM SEWER SYSTEM LOCATED WITHIN 10 FEET OF A WATER SERVICE LINE MUST BE TESTED IN ACCORDANCE WITH MINNESOTA RULES, PART 4715.2920.

STORM SEWER PIPES TO BE JOINED TO THE CATCH BASIN MANHOLES WITH APPROVED PRE-FORMED RUBBER, TYPE A, IN ACCORDANCE WITH MNDOT 3726.

ALL FLARED-END SECTIONS FOR PIPE CULVERTS 18" AND LARGER SHALL BE FITTED WITH TRASH GUARDS AND ALL FLARED-END SECTIONS ON PIPE STORM SEWER SYSTEMS SHALL BE FITTED WITH TRASH GUARDS.

ALL CATCH BASINS SHALL BE OFFSET PER STANDARD DETAIL PLATE NO. 703.

SANITARY SEWER NOTES

EXISTING SANITARY SEWER LOCATION, SIZE, AND ELEVATION SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.

PROPOSED SANITARY SEWER SHALL BE PVC AND SHALL CONFORM TO AWWA C900 FOR THE SIZE AND STRENGTH REQUIREMENTS AS SHOWN ON THE PLAN.

ALL CONNECTIONS BETWEEN EXISTING AND NEW SANITARY SEWER OR SERVICE LINES SHALL BE MADE WITH APPROVED MECHANICAL JOINTS FOR SANITARY SEWER CONNECTIONS.

ALL SANITARY SEWER SERVICE PIPE SHALL BE 4" PVC SDR 26. ALL SERVICE CONNECTIONS SHALL BE SOLWELD WELDED - GASKETED CONNECTIONS WILL NOT BE ALLOWED. ALSO SEE STANDARD DETAIL PLATE NO. 302.

CHIMNEY SEALS
ANY ONE OF THE FOLLOWING IS ALLOWED:
1. FLEXIBLE INTERNAL RUBBER SEALS, INTERLOCKING EXTENSIONS AND STAINLESS STEEL EXPANSION BANDS (STANDARD PLATE 306)
2. FLEX-SEAL UTILITY SEALANT (STANDARD PLATE 309)
3. INF-SHIELD (STANDARD PLATE 310)

CURB & BITUMINOUS NOTES

REMOVAL AND DISPOSAL OF EXISTING STREET MATERIALS AS REQUIRED FOR CONSTRUCTION IS CONSIDERED INCIDENTAL.

PROVIDE SAW-CUT AND 2-INCH DEEP BY 4 FOOT WIDE MILL AT BITUMINOUS SNIP-OUT EXISTING BITUMINOUS CONCRETE CURB TO PROVIDE BUTT-JOINT.

RESTORE DISTURBED STREET TO EXISTING OR BETTER SECTION.

BACKFILLING OF CURB IS INCIDENTAL TO CURB INSTALLATION.

APPROVED GRANULAR SUBGRADE UNDER CURB IS INCIDENTAL TO CURB INSTALLATION.

LEGEND

—	EXISTING OVERHEAD ELECTRIC	—	PROPOSED WATER PIPE
—	EXISTING TELEPHONE FEDESTAL	—	PROPOSED SANITARY SEWER PIPE
—	EXISTING ELECTRICAL FEDESTAL	—	PROPOSED STORM SEWER PIPE
—	EXISTING CABLE FEDESTAL	—	PROPOSED DRAIN TILE AND CLEAN-OUT
—	EXISTING UTILITY POLE	—	PROPOSED STORM MANHOLE
—	EXISTING STORM SEWER	—	PROPOSED CATCH BASIN
—	EXISTING WATER MAIN	—	PROPOSED FLARED-END SECTION
—	EXISTING SANITARY SEWER	—	PROPOSED GATE VALVE
—	EXISTING STORM MANHOLE	—	PROPOSED HYDRANT
—	EXISTING STORM BASIN	—	PROPOSED SANITARY SEWER MANHOLE
—	EXISTING FLARED-END SECTION	—	
—	EXISTING GATE VALVE	—	
—	EXISTING HYDRANT	—	
—	EXISTING WELL	—	
—	EXISTING FENCE	—	
—	EXISTING WETLAND	—	
—	EXISTING WETLAND BOUNDARY	—	
—	SOIL BORING LOCATIONS	—	
—	TESTING COMPANY OCTOBER 2013	—	

SHEET INDEX

C0	TITLE SHEET, NOTES & LEGEND
S1	PRELIMINARY PLAT
S2	CERTIFICATE OF SURVEY
S3	NEIGHBORHOOD EXHIBIT
S4	PRELIMINARY TREE INVENTORY & TREE REMOVAL PLAN
G1-G4	PRELIMINARY GRADING, DRAINAGE & ESC PLAN
C1.1	PLAN/PROFILE (SANITARY/WATER) - 193RD LN NE
C1.2	PLAN/PROFILE (SANITARY/WATER) - 193RD LN NE/ABLE ST NE
C1.3	PLAN/PROFILE (SANITARY/WATER) - TAYLOR ST NE
C1.4	PLAN/PROFILE (STORM/STREET) - 193RD LN NE
C1.5	PLAN/PROFILE (STORM/STREET) - 193RD LN NE/ABLE ST NE
C1.6	PLAN/PROFILE (STORM/STREET) - TAYLOR ST NE
C1.7	PLAN/PROFILE (STORM) - MISCELLANEOUS STORM
C1.8	PLAN/PROFILE (STORM) - MISCELLANEOUS STORM
C2.1	STREET INTERSECTION DETAILS
C3.1-C3.3	COUNTY HIGHWAY 13 TURN LANE
C4.1	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
C5.1-C5.2	DETAILS

TITLE SHEET, NOTES & LEGEND

VIKING PRESERVE

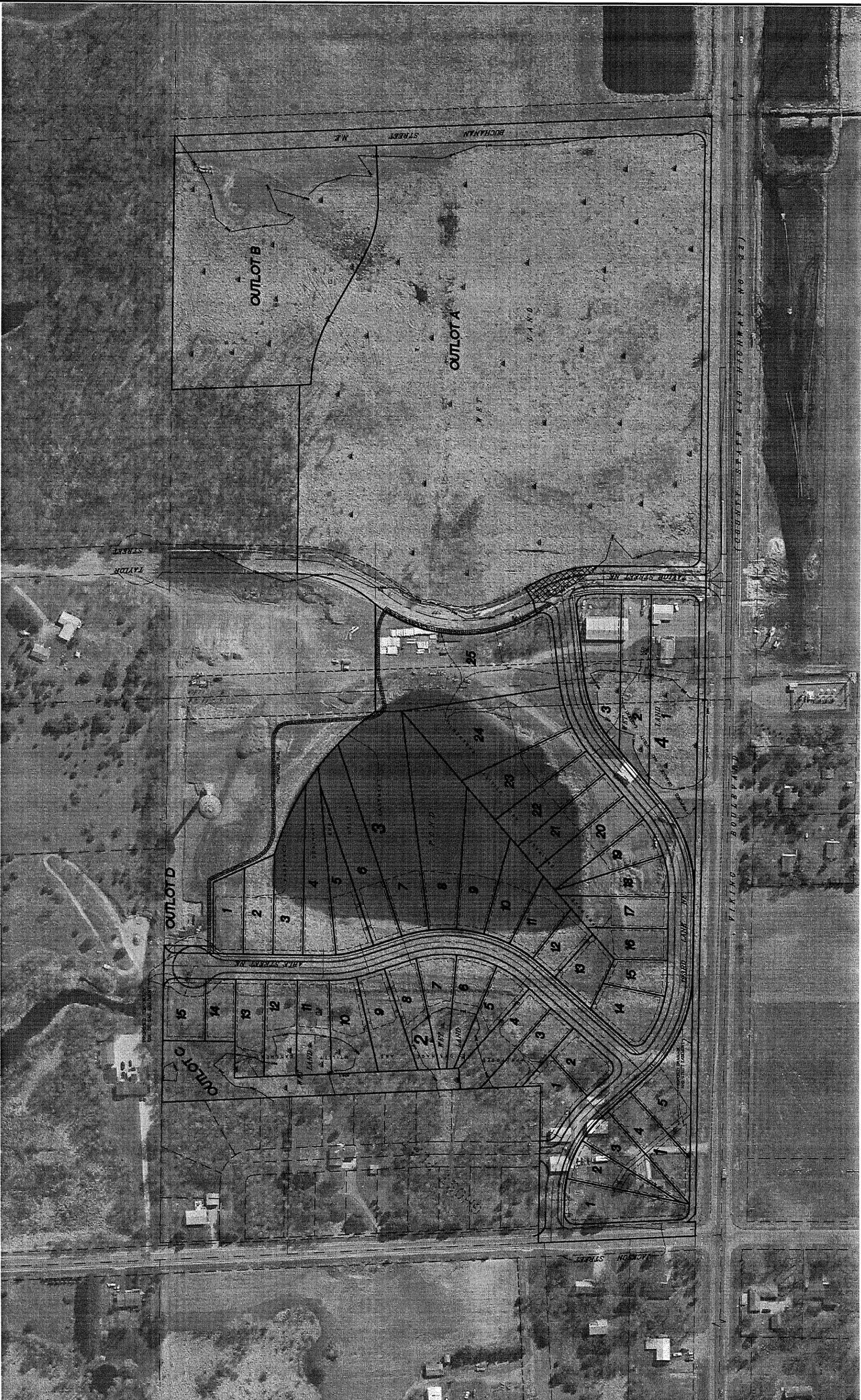
<p>DRAWN BY: DESIGN BY: A.G. PROJ. NO. 18-1445 C.W.P. ORIGINAL DATE: NOVEMBER 12, 2013</p> <p>DATE: 02.03.2014 LIC. NO. 43963</p> <p>ADAM GIMKEL</p> <p>PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.</p>	<p>TITLE SHEET, NOTES & LEGEND</p> <p>EAST BETHEL, MN</p> <p>VIKING PRESERVE</p>	<p>PREPARED FOR: SHAW TRUCKING, INC.</p>	<p>PLOWE ENGINEERING, INC. SITE PLANNING & ENGINEERING SUITE 110 DRIVE LINO LAKE, MN 55014 PHONE: (855) 981-8610 FAX: (855) 981-9101</p>	<p>NORTH</p> <p>1"=10'-0" FEET</p>	
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NEIGHBORHOOD EXHIBIT

~for~ SHAW TRUCKING, INC.
18530 Buchanan Street N.E.
East Bethel, MN 55011

E.G. RUD & SONS, INC.
EST. 1877
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701
www.egrud.com

NO.	DATE	DESCRIPTION	BY
1	10/14/13	Concept Rf-submittal	JEN
2	11/22/13	Preliminary Plat Submittal	JEN
3	01/07/14	City/County Comments	JEN
4	02/03/14	Revised Layout	JEN



Mr. Terry asked how much work this will be for City staff. Ms. Winter said she believes this program is doable and would like to implement it. She would also like to implement it into site plan reviews or development reviews. The Greenstep Cities program can be an addition to the City's Comp Plan.

Mr. Terry stated he is not sure this program applies to East Bethel nor does he think it applies to what is occurring in East Bethel. It was stated that this program is for residents and cities alike. Ms. Winter noted that City Council asked this item to come back before the Planning Commission for more information. Mr. Cornicelli said he sees the merit of this program in the long run. Mr. Balfany agreed with Mr. Cornicelli's statement. Chair Plaisance thought this could be used as a tool to make decisions and as an opportunity to connect with other cities. Mr. Terry said there are a number of items/practices on the checklist which will have to be adopted which means more work; he doesn't see the need for this program at this time.

Mr. Balfany moved and Mr. Cornicelli seconded to recommend to the City Council that the City of East Bethel participate in the Greenstep Program.

Mr. Terry said it makes sense for infrastructure and industries, and largely paved areas to have this program in place, but not East Bethel. Mr. Balfany said he is looking at growth – this is a good practice to have in place prior to growth. Chair Plaisance noted that the City decides how to and what to implement.

Motion carried 5-1.

5. Viking Preserve, Preliminary Plat/Public Hearing

Revised Preliminary Plat Viking Preserve Planned Unit Development, Zoning R1, R2, and CC.

Developer: Shaw Trucking

Location: Southern Boundary – Viking Blvd NE (CSAH 22), Western Boundary – Jackson St., Northern Boundary - Taylor St./City owned property, Eastern Boundary – private property

Proposal: 48 single family lots in a Planned Unit Development

Zoning: R1 (single family), R2 (one and two family), and CC (City Center)

The Preliminary Plat for Viking Preserve, a single family residential Planned Unit Development was originally approved by the City Council on December 4, 2013. Since that time there have been modifications to the Plat due to comments received from the Army Corps of Engineers regarding wetland modification and other outside agencies. On March 25, 2014, the Planning Commission did review a Revised Preliminary plat and recommended approval to the City Council. The City has met with the Developer several times and the Developer has never formally requested that the Final Plat be approved. The City Council did however approve a Memorandum of Understanding with the Developer on April 1, 2015 and that MOU allowed the Developer to complete grading and lot correction for the eventual Viking Preserve plat. The Developer is now interested in proceeding forth with the REVISED Preliminary Plat for Viking Preserve. Due to the lag time, a new public hearing is required for this development. As indicated as part of the review process several outside agencies submit their comments and the City works with the Developer to incorporate those changes into the Final Plat and as part of the Developers Agreement. Any

permits that are required from outside agencies, such as stormwater permitting, access permits, etc. are the responsibility of the Developer. Based on previous comments, the proposed Plat has been revised as follows:

- This layout provides 48 single family lots. Original project had 60 lots.
- Developer is proposing to stop the street construction for Taylor Street just beyond our intersection with 193rd Lane. This greatly reduces their wetland issue, as we believe we can fall under 1/2 acre of impact. Developer no longer proposing any future homes beyond the proposed Lot 25, so public access will not be necessary.
- There may be space to create a small berm along the south side of Block 1 along Viking Boulevard, otherwise buffer to Viking Boulevard will be 193rd Lane and future plantings.
- Proposed ponding areas are indicated.
- Developer will continue to provide Outlot C as a buffer and recognize the need to preserve existing trees.
- Developer proposing to dedicate the additional 15 feet of right of way, to satisfy Anoka County Highway Department.
- Sidewalks and trail planned in the development
- Park dedication fee will be required

Preliminary Plat maps were reviewed. This development will be connected to city sewer and water. The wetlands on the east side of the property have been addressed and the developer will provide a tree preservation plan; developer's plan is to save as many trees as possible.

Public Hearing opened at 7:39 pm.

Nick Karpen, 19523 Jackson Street NE, East Bethel voiced the following questions/concerns: He lives next to Outlot C and asked what the use will be for that outlot. He has a large oak tree that hangs over lot #15 and is concerned that the developer may cut down the overhanging part. There has been excessive vibration, noise, and dust during the grading process. His concern is that this will be continuous during construction and asked what the hours are for construction. The property is zoned R2 so will only single family homes be built and at what price point?

Public Hearing closed at 7:42 pm.

Don Shaw, 18530 Buchannan Street NE, East Bethel stated Outlot C will be used for a stormwater pond. The oak tree is far enough away from any construction and will be a part of the tree preservation plan. This is a planned unit development of single family homes. Mr. Shaw is not sure of the price point of the homes, but guesstimates round \$250,000-\$350,000. He plans to sell the lots to two different builders.

Ms. Winter stated that the City follows the MPCA code for construction times, which is 7 am – 10 pm. The developer does have to abide by the stipulations regarding dust, noise, sedimentation, etc. according to the Developers Agreement.

Mr. Holmes moved and Mr. Terry seconded to recommend approval of the Preliminary Plat subject to the following: 1) City Engineer approval, 2) Anoka County highway department approval, 3) Approval of all requirements as outlined in Chapter 66 – Subdivisions. Motion carried.

6. Prairie Ridge Estates, Final Plat

Background Information:

Fee Owner:	Property Location:
George J Roberts	033323220001
3626 Roble Court	Corner of Bataan St and 229th Ave NE
Eldorado CA	

Applicant:
Carrington Development LLC
Steve Strandlund
P O Box 169
Cedar MN 55011

At the regular Planning Commission meeting on July 26, 2016 and at the regular City Council meeting on August 17, 2016 the Preliminary Plat for Prairie Ridge Estates was approved. Before the Planning Commission is the Final Plat of Prairie Ridge.

All comments from City Staff, City Engineer and outside agencies have been received.

- Anoka County Highway Department sent a letter and have requested additional right of way dedication. That right of way dedication was indicated on the Preliminary Plat and is shown on the Final plat.
- Per the Park Board recommendation and as acted on by the City Council, the Developer will be required to put in a trail along Bataan St NE.
- All required documents as outlined in our Subdivision Ordinance Chapter 66 have been submitted and revised per Staff and City Engineer recommendations.

The City will pick up the additional cost for having the trail completed across existing lots next to this subdivision. Maps showing where and how the trails will connect from Booster Park to this development were viewed.

Mr. Cornicelli moved and Mr. Balfany seconded to recommend Final Plat approval to the City Council for the proposed subdivision with the following conditions: 1. All comments from the City Engineer, City Attorney, and City Staff need to be addressed, 2. Trail to be dedicated and improved per comprehensive trail plan, and 3. Developer enter into a Developer’s Agreement with the City. Mr. Holmes asked if residents were notified of the other trail portions. That question was not addressed, as it was not pertinent to this agenda item. **Motion carried.**

7. Ordinance Consideration

This is for discussion regarding putting an ordinance in place to restrict the residency of convicted sex offenders.



City of East Bethel City Council Meeting Agenda Information

Date:

September 7, 2016

Agenda Item Number:

Item 7.0 A 2

Agenda Item:

Final Plat for Prairie Ridge Estates

Requested Action:

Consider approval of a Final Plat for Prairie Ridge Estates.

Background Information:

At the August 23, 2016 Planning Commission Meeting the Final Plat for Prairie Ridge Estates was reviewed and approved by the Commission. All comments from the City Staff, City Engineer and reviewing agencies have been received. In addition;

- Anoka County Highway Department is requiring an additional 10' right of way dedication along County Road 24. That right of way dedication was indicated on the Preliminary Plat and is shown on the Final plat.
- Per the Park Commission recommendation and as approved by the City Council, the Developer will be required to install a trail along the portion of the site that fronts Bataan St
- All required documents as outlined in our Subdivision Ordinance Chapter 66 have been submitted and revised per Staff and City Engineer recommendations.

The Developer's Agreement for Prairie Ridge Estates is included as Attachment 4. The agreement has been reviewed by the City Attorney.

Fiscal Impact:

The current taxable market value of the site is \$177,200 and is classified as agriculture, non-homestead. 2016 total taxes (City, County and School District) will be \$2,190. If the subdivision were totally built out and assuming a build out value for the 10 lots was \$250,000 per lot or a total of \$2,500,000, the estimated total tax generated by the parcel would be approximately \$29,750 in 2016 dollars.

This site is not served by municipal water and sewer and no SAC or WAC fees will be collected as these lots are developed.

Attachments:

Attachment 1 - Final Plat

Attachment 2 - Developer's Agreement

Attachment 3 – August 17, 2016 Background Information

Attachment 4 – Planning Commission Minutes Prairie Ridge Estates

Recommendations:

Recommendation 1: The Planning Commission approved the Final Plat for Prairie Ridge Estates at their meeting on August 23, 2016 and recommends City Council consider approval of the Final Plat for Prairie Ridge Estates, *PIN 03-33-23-22-0001*, subject to the following conditions:

1. All comments from the City Engineer, City Attorney, and City Staff will be addressed.
2. A trail is to be dedicated as delineated on the plat and constructed per City standards.
3. The Developer will enter into a Developer's Agreement with the City.

Recommendation 2: Staff recommends Council consider approval of the Prairie Ridge Estates Developer's Agreement as provided in Attachment 4.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

KNOW ALL PERSONS BY THESE PRESENTS: That Carrington Development, LLC, a Minnesota limited liability company, owner and Landmark Community Bank, Na, a National Association, mortgagee of the following described property:
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 southwest 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.
Have caused this same to be surveyed and platted as PRAIRIE RIDGE ESTATES and do hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown by this plat. Also dedicating to the County of Anoka, the right of access onto County State Aid Highway No. 26 as shown on this plat.
In witness whereof said Carrington Development, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

CARRINGTON DEVELOPMENT, LLC
Steven J. Strandlund
as Chief Manager.
STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me this _____ day of _____, 20____, by Steven J. Strandlund, as Chief Manager of Carrington Development, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, _____ County, Minnesota
My Commission Expires _____
In witness whereof said Landmark Community Bank, Na, a National Association has caused these presents to be signed by its proper officer this _____ day of _____, 20____.
LANDMARK COMMUNITY BANK, NA
Heidi L. Johnson
as Vice President

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me this _____ day of _____, 20____, by Heidi L. Johnson as Vice President of Landmark Community Bank, Na, a National Association, on behalf of the association.
Notary Public, _____ County, Minnesota
My Commission Expires _____

I, Jason E. Rud do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.
Dated this _____ day of _____, 20____.
Jason E. Rud, Licensed Land Surveyor
Minnesota License No. 41578
STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me this _____ day of _____, 20____, by Jason E. Rud.

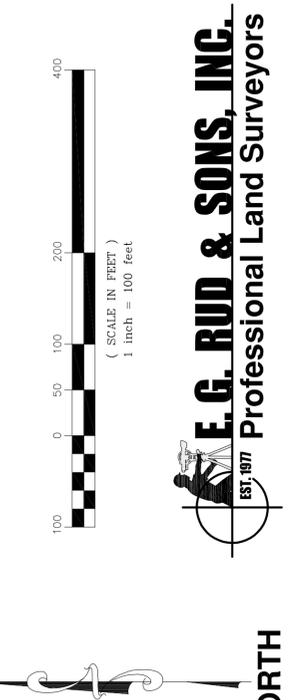
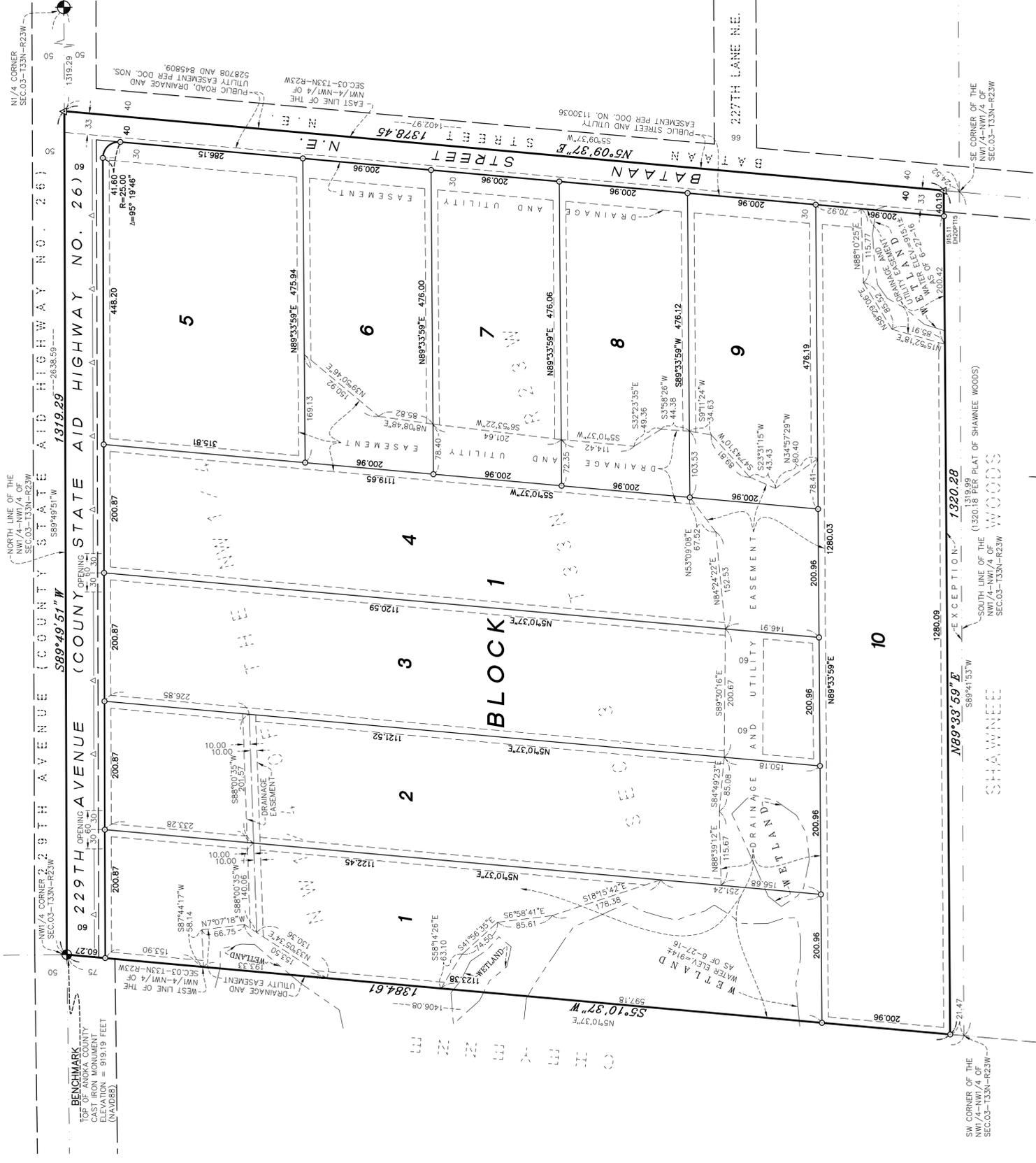
Notary Public, _____ County, Minnesota
My Commission Expires _____
City Council, City of East Bethel, Minnesota
This plat of PRAIRIE RIDGE ESTATES was approved and accepted by the City Council of the City of East Bethel, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.
City Council, City of East Bethel, Minnesota
By _____ Mayor
By _____ Clerk
County Surveyor _____
I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____.

Larry D. Holm
Anoka County Surveyor
County Auditor/Treasurer
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinafter described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

Property Tax Administrator _____ Deputy
By _____ Deputy
County Recorder/Registrar of Titles
County of Anoka, State of Minnesota
I hereby certify that this plat of PRAIRIE RIDGE ESTATES was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____, 20____ at _____ o'clock _____M, and was duly recorded in Book _____ Page _____ as Document Number _____
County Recorder/Registrar of Titles _____ Deputy

PRAIRIE RIDGE ESTATES

CITY OF EAST BETHEL
COUNTY OF ANOKA
SEC. 3, T33N, R23W



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:
○ DENOTES SET 1/2 INCH BY 14 INCH IRON PIPE MARKED BY RLS NO. 41578.
● DENOTES FOUND IRON MONUMENT
▲ DENOTES PK NAIL SET
△ DENOTES RIGHT OF ACCESS DEDICATED TO ANOKA COUNTY.
FOR THE PURPOSES OF THIS PLAT THE NORTH LINE OF NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 33 NORTH, RANGE 23 WEST, IS ASSUMED TO HAVE A BEARING OF SOUTH 89 DEGREES 49 MINUTES 51 SECONDS WEST.

Item 7, A 2, attachment 2
DEVELOPMENT AGREEMENT

AGREEMENT, made this _____ day of _____, 2016, between the City of East Bethel, a municipal corporation under the laws of the State of Minnesota, (“City”) and Carrington Development, LLC, a limited liability corporation under the laws of the State of Minnesota, (“Developer”).

1. **Request for Plat Approval.** The Developer has requested that the City approve a plat entitled **Prairie Ridge Estates**, (hereinafter the “Plat”), the subject land being legally described as:

THE NW1/4 OF THE NW1/4 OF SEC 3, T33, R23; 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 distant 21.47 feet north of the southeast corner thereof and there terminating.

2. **Conditions of Plat Approval.** The City agrees to approve the Plat on condition (i) that the Developer enter into this Agreement and perform the undertakings and furnish the security required herein; (ii) that the Developer comply with all requirements of the City’s approval of the preliminary plat of PRAIRE RIDGE ESTATES; and (iii) that the Developer comply with all requirements of the City’s ordinances for final plat approval.

3. **Right to Proceed.** Within the plat of PRAIRE RIDGE ESTATES or the land to be platted, the Developer may not construct any single family residential homes until all the following conditions have been satisfied: (i) this Agreement has been fully executed by all parties and filed with the City offices and Anoka County; (ii) all conditions contained in the Agreement have been met; and (iii) the security required pursuant to Section 12 hereof has been received by the City.

4. **Development Plans.** The plat of PRAIRE RIDGE ESTATES will be developed in accordance with the plans on file in the Community Development office of the City of East Bethel and the conditions stated below. If the plans vary from the written terms of this Agreement, the written terms will control. The plans (hereinafter the “Development Plans”) are:

- A. Certificate of Survey prepared by E. G. Rud and Sons, Inc., dated 6-30-16.
- B. Preliminary Plat of PRAIRE RIDGE ESTATES, prepared by E.G. Rud and Sons, Inc., dated 8-16-16
- C. Grading, Drainage and Erosion Control Plan prepared by E.G. Rud and Sons, Inc., dated 8-16-16.
- D. Joint Application/wetland delineation report dated June 2016.
- E. Notice of Decision dated 7-19-16.

- F. Trail improvement plans prepared by Hankanson Anderson for the City of East Bethel and dated 6-23-10.
- G. Letter from Anoka County Highway Department dated August 4, 2016.

All written comments and requirements of the City Engineer prior to the date of this Agreement also are part of the plans and documents and are incorporated herein by reference, including but not limited to the City Engineer, Hakanson Anderson Reviews Nos. 1 and 2 dated July 20, 2016 and August 29th, 2016, respectively, and on file in the Community Development office at City Hall, 2241 221st Avenue NE, East Bethel MN 55011.

In the case of any dispute regarding the Development Plans and the Developer's obligations under the Plans and this Agreement, the decision of the City Engineer will control and be final.

5. **Improvements.** The Developer will perform, install, and pay for all improvements (hereinafter the "Improvements") as shown in the Development Plans. Security will be provided for the remaining Improvements listed below:

- A. Final site grading and restoration; and
- B. As-built grading plan; and
- C. Set lot corners

The Improvements will be installed in accordance with City ordinances and standards and the Development Plans. The Developer will obtain all necessary permits. The City will provide adequate field inspection personnel to assure acceptable quality control which will allow certification of the final grading work. The City, when reasonably required to do so and at the Developer's expense, may have one or more City inspectors and a soil engineer inspect the work. Within 30 days after the completion of the Improvements, and before any security is released, the Developer will supply the City with a complete set of final "as built" plans, including lowest floor elevations for each lot.

The Developer must pay for all required street and traffic signs and controls and all related services for engineering and inspection, including all construction staking.

The construction of the Improvements will be guaranteed and secured as provided in Section 12.

Developer will provide the City with a letter and or map from the respective utility company that indicates how each lot will be served by gas, electric and telephone utilities.

6. **Right of Entry and Final Inspection.** The Developer hereby grants to the City, its agents, employees, officers, and contractors, the right of entry to enter the Plat to perform any and all work and inspections necessary pursuant to this Agreement or deemed appropriate by the City during the installation of the Improvements by the Developer or the City or to make any corrective action deemed necessary by the City.

At such time as the Developer believes the Improvements have been completed, the Developer will petition the City in writing for a preliminary final inspection of the Improvements

and the preparation of a punch list of items of work that must be corrected or are incomplete. The City will perform the inspection and furnish the punch list within 15 days of receipt of the petition. The Developer will promptly undertake correction/ completion of all items on the list and notify the City in writing when all such work has been completed. The City will perform a final inspection of the Improvements within 15 days of receipt of such notice.

7. **Erosion Control** – The Developer is required to provide adequate erosion control as required by the City Engineer. The Developer shall control soil erosion ensuring:

- A. All development shall conform to the natural limitations presented by the topography and soil of the subdivision in order to create the best potential for preventing soil erosion. The Developer shall submit an erosion control plan, detailing all erosion control measures to be implemented during construction, said plan shall be approved by the City prior to the commencement of site grading or construction.
- B. Erosion and siltation control measures shall be coordinated with the different stages of development. Appropriate control measures as required by the City Engineer shall be installed prior to development and as may be necessary to control erosion.
- C. Land shall be developed in increments of workable size such that adequate erosion and siltation controls can be provided as construction progresses. The smallest practical area of land shall be exposed at any one period of time.
- D. Where the topsoil is removed, sufficient arable soil shall be set aside for re-spreading over the developed area. The topsoil shall be restored to a depth of at least four (4) inches and shall be of a quality at least equal to the soil quality prior to development.

8. **Grading, Drainage, Surveying and Erosion Control Plans** – Grading will be in accordance with the approved plans. The Developer will provide the City with an “As Built” grading plan including certification by a registered Land Surveyor or Engineer that final elevations are complete and ready for a house. The Developer shall place iron monuments at all lot and block corners and at all other angle points on boundary lines. Iron monuments if disturbed by grading shall be replaced after all grading in order to preserve the lot markers.

9. **Clean Up** – The Developer will promptly clean any and all dirt and debris from streets resulting from construction work by the Developer, its agents, or assigns. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and directing attention to detours. The repair of any damage done to the streets or public utilities by Developer or any of its Contactors or Subcontractors shall remain the financial responsibility of the Developer. The repair of any damage done to the streets or public utilities by Developer or any of its Contractors or Subcontractors, shall remain the financial responsibility of the Developer

10. **Park/Trail Dedication** – The trail easement as proposed on the Preliminary and Final Plat shall be accepted by the City, and the City shall construct an 8 foot wide trail in accordance with the plans and specifications of Hakanson Anderson dated 6-23-10. The Developer shall pay an amount of \$20,000.00 to the City for the construction of the trail.

Developer is responsible to provide to the City a description of the trail easement for review and approval, and the trail easement will need to be recorded as a separate document.

11. **Final Plat** – Upon execution by the City shall be recorded in the office of Anoka County.

12. **Security Deposit** -. To ensure compliance with the terms of this agreement, the Developer will furnish to the City an Irrevocable Letter of Credit, from a Local (7 county Metro area) Bank in the amount of \$49,500.

The bank and form of the letter of credit will be subject to the approval of the City Attorney. The term of the letter of credit must be for a period commencing the date hereof and expiring no earlier than September 1, 2018. The letter of credit must remain in place until the warranty period has expired. The letter of credit can be reduced to the warranty amount of \$11,000 upon completion of all improvements within the Plat required by City ordinances and this agreement have been given final acceptance by the City Council and all responsible costs required pursuant to Section 15 have been paid. The City may draw down on the security for any violation of the terms of this Agreement. Before drawing down on the security, the City will make a reasonable effort to give timely notice to the Developer, but such notice will not be a condition precedent to drawing down the security. If the required improvements are not completed at least 30 days prior to the expiration of a letter of credit, the City may also draw down the letter of credit. With City approval the security may be reduced from time to time as the Developer's obligations under this Agreement are met.

13. **Warranty of Title** – By its execution hereof Developer hereby warrants and represents that it has the exclusive and marketable fee title to the subject property. Developer further warrants and represents that there are no liens or encumbrances against the title and that it is fully authorized to execute this agreement as the fee owner of the subject lands.

14. **Warranty.** The Developer warrants all work performed and materials furnished by the Developer within the Plat against poor material, faulty workmanship, and defects for a period of two years commencing on that date on which the City Council gives final acceptance to all improvements required within the Plat. All grass and sod is warranted to be alive, of good quality, and disease free for three months after planting. Any replacements will be warranted for one year from the time of planting. All drainage facilities must remain functional and free of dirt and debris during the warranty period, which will be the obligation of the Developer. The Developer (a) guarantees and (b) agrees to repair any damages and maintain the quality and stability of all work performed and materials furnished and installed in connection with the installation of all the Improvements within and furnishing access to the Plat for a period of two years after that date on which the City Council has given final acceptance to all required improvements.

15. **Responsibility for Costs.**

A. The Developer will hold the City and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from Plat development. The Developer will indemnify the City and its

officers and employees for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorney's fees;

- B. The Developer will pay in full all bills submitted to it by the City for obligations incurred under this Agreement within 30 days after receipt. If the bills are not paid on time, the City may halt all Plat development work and construction, until all bills are paid in full. Bills not paid within 30 days will accrue interest at the rate of 10% per year.

16. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City, at its option, may perform the work and the City may then draw down the security established in Paragraph 12 to pay for any work undertaken, provided the Developer is first given notice of the work in default, not less than seven days in advance. This notice provision does not apply if the work performed by the City or its contractors is of an emergency nature, as determined at the sole discretion of the City. Should such emergency work be required, the City will make all reasonable efforts to notify the Developer as soon as possible. When the City does any such work, the City, in addition to its other remedies, may assess the cost in whole or in part pursuant to any applicable statutes or ordinances and the Developer hereby waives any and all objection and right to appeal in connection with any such assessment.

17. **Binding Effect** – The terms and provisions hereof shall be binding upon and insure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the subdivision and shall be deemed covenants running with the land. References herein to Developer, if there be more than one, shall mean each and all of them. The Agreement, at the option of the City, shall be placed on record so as to give notice hereof to subsequent purchasers and encumbrances of all or any part of the Subdivision and all recording fees, if any, shall be paid by the Developer.

18. **Notices** – Notices to the City will be in writing and will be either hand delivered to the Community Development Department or mailed to the City by registered mail at the following address, Attention:

Community Development Director
City of East Bethel
2241 221st Ave NE
East Bethel, MN 55011

Notices to Developer will be in writing and will be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by registered mail at the following address:

Mailing Address:
Carrington Development, LLC
PO Box 169
Cedar, MN 55011

Physical Address:
Carrington Development, LLC
24656 Ulysses Street NE
Isanti, MN 55040

THIS INSTRUMENT WAS DRAFTED BY:

Colleen Winter
Community Development Director
2241 221st Ave NE
East Bethel, MN 55011

REVIEWED BY:

Mark Vierling
City Attorney
Eckberg Lammers
1809 Northwestern Ave
Stillwater, MN 55082



City of East Bethel City Council Agenda Information

Date:

August 17, 2016

Agenda Item Number:

Item 8.0 A 1

Agenda Item:

Concept Plan and Preliminary Plat for Prairie Ridge Subdivision to subdivide a 41.67 acre parcel into 10 lots in an area zoned Rural Residential.

Requested Action:

Consider approval of a Concept Plan and Preliminary Plat for Prairie Ridge Estates

Background Information:

At the July 26, 2016 Planning Commission Meeting, the Preliminary Plat for Prairie Ridge Estates was presented by Carrington Development. The site is located on a 41.67 acre parcel at the southwest corner of the intersection of Bataan Street and 229th Avenue. The proposed subdivision would contain 10 lots ranging in size from 2.19 acres to 5.88 acres. City code allows for a 2 acre minimum lot size with an overall developed density not to exceed 2 1/2 units/acre. This subdivision would be meet the density requirement and the lots will be designed for walkout style homes. There are no new streets planned for this subdivision.

The site is zoned Rural Residential and the PIN for the property is 03-33-23-22-0001. The Applicant for the Concept Plan/Preliminary Plat is Steve Strandlund with Carrington Development, LLC.

All lots will have driveways either off of Bataan St or 229th (Anoka County Road 26). Lots 1&2 and Lots 3&4 will share a common driveway entrance. Each lot will have its own septic system, and well and gas and electric utilities. Lots 1, 2, 4 & 10 have existing trees located on them and the intent is to not remove existing trees, accept on lot 4.

The Preliminary Plat provides a developer dedicated 20 foot easement for a trail along Bataan Street as part of the plat. This proposed trail is consistent with City's Trail Plan. If the trail is to be constructed it should be considered as part of the initial subdivision grading process. The installation of the trail prior to new home development would be less expensive, less intrusive and avoid future problems with interpretation of or objections to the project.

The Developer's Park Dedication Fee is \$20,000.00 and is based on 10% of the value of the property (\$200,000) not to exceed \$2,000 per lot. Construction of the trail was proposed to fulfill the cost of the developers Park Dedication Fee.

The Developer prepared a cost estimate for a completed trail along the subdivision’s frontage on Bataan Street based on the City’s design requirements. The overall cost to construct an 8’ paved trail with 4 “of base material and 2.5” of asphalt (not including the portion through the wetland) is estimated to be \$46,000.00. The Parks Commission endorsed this proposal at their August 10, 2016 meeting and recommended that the cost difference of \$26,000 be paid from the City’s Parks Capital Fund and that the trail be extended at City expense an additional 450’ to 226th Lane. The extension beyond the Prairie Ridge subdivision proposal would require additional City funding and amending the Parks Capital Improvement Plan to reflect the schedule change.

While consideration for a future trail extension is not required for approval of the preliminary plat, a decision to accept the trail installation in lieu of cash creates an implied commitment to eventually continue the trail to 226 Lane and beyond. This can be a discussion for another time, but keep in mind that unless the trail segment is planned for completion to Booster Park, it’s value as an amenity to this development and the surrounding neighborhoods will be diminished and its purpose will be questioned.

The Anoka County Highway Department addressed concerns with those driveways that are proposed to access 229th Avenue (County Road 26). There may be issues with site distance for those access points but the report indicates that due to the vertical and horizontal alignment of the road, this matter is considered to be uncorrectable and that care must be exercised when locating plantings, berms or other potential obstructions to site distances in these areas. The Anoka County Highway Department has required the developer to dedicate an additional 10’ of right of way along 229th Ave. for future reconstruction purposes.

Fiscal Impact:

The current taxable market value of the site is \$177,200 and is classified as agriculture, non-homestead. 2016 total taxes (City, County and School District) will be \$2,190. If the subdivision were totally built out and assuming a build out value for the 10 lots was \$250,000 per lot or a total of \$2,500,000, the estimated total tax generated by the parcel would be approximately \$29,750 in 2016 dollars.

Recommendation:

City Staff and the Planning Commission recommend City Council consider approval of the Concept Plan and Preliminary Plat for the Prairie Ridge Subdivision, PIN 03-33-23-22-0001, with the following conditions:

1. All comments from the City Engineer, City Attorney, and City Staff shall be addressed to the satisfaction of the City;
2. The trail easement is to be accepted and a decision made to either construct the trail within the dedicated easement and pay the difference in costs of construction over and above the Park Dedication Fee or accept the \$20,000 Park Dedication Fee in cash to be used for the future construction of the trail or other Park related uses.

Attachments:

1. Preliminary Plat
2. Anoka County Highway Department Comments
3. July Planning Commission Minutes
4. City Engineer’s Comments

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

Mr. Holmes moved and Mr. Terry seconded to recommend approval of the Preliminary Plat subject to the following: 1) City Engineer approval, 2) Anoka County highway department approval, 3) Approval of all requirements as outlined in Chapter 66 – Subdivisions. Motion carried.

6. Prairie Ridge Estates, Final Plat

Background Information:

Fee Owner:	Property Location:
George J Roberts	033323220001
3626 Roble Court	Corner of Bataan St and 229th Ave NE
Eldorado CA	

Applicant:
Carrington Development LLC
Steve Strandlund
P O Box 169
Cedar MN 55011

At the regular Planning Commission meeting on July 26, 2016 and at the regular City Council meeting on August 17, 2016 the Preliminary Plat for Prairie Ridge Estates was approved. Before the Planning Commission is the Final Plat of Prairie Ridge.

All comments from City Staff, City Engineer and outside agencies have been received.

- Anoka County Highway Department sent a letter and have requested additional right of way dedication. That right of way dedication was indicated on the Preliminary Plat and is shown on the Final plat.
- Per the Park Board recommendation and as acted on by the City Council, the Developer will be required to put in a trail along Bataan St NE.
- All required documents as outlined in our Subdivision Ordinance Chapter 66 have been submitted and revised per Staff and City Engineer recommendations.

The City will pick up the additional cost for having the trail completed across existing lots next to this subdivision. Maps showing where and how the trails will connect from Booster Park to this development were viewed.

Mr. Cornicelli moved and Mr. Balfany seconded to recommend Final Plat approval to the City Council for the proposed subdivision with the following conditions: 1. All comments from the City Engineer, City Attorney, and City Staff need to be addressed, 2. Trail to be dedicated and improved per comprehensive trail plan, and 3. Developer enter into a Developer’s Agreement with the City. Mr. Holmes asked if residents were notified of the other trail portions. That question was not addressed, as it was not pertinent to this agenda item. **Motion carried.**

7. Ordinance Consideration

This is for discussion regarding putting an ordinance in place to restrict the residency of convicted sex offenders.



City of East Bethel City Council Meeting Agenda Information

Date: September 7, 2016

Agenda Item Number: Item 7.0 B. 1

Agenda Item:

Phase I Service Road Wetland Purchase Agreement and Projected Service Road Construction Schedule

Requested Action:

Staff is requesting Council Approval of the Wetland Purchase Agreement for the Phase 1 Service Road Project.

Background Information:

The Phase 1 Service Road Project from 187th Lane to Viking Boulevard will require filling 43,013 square feet of wetland. The wetland conservation act requires that the filled wetland be replaced at a ratio of 2:1 which results in replacement of 86,026 square feet. Staff recommends that these credits be purchased from an established wetland bank. The attached agreement outlines the terms and condition for the purchase of 86,026 square feet of wetland credits from the Jim Nelson bank in the amount of \$45,809.

The anticipated schedule for this project is as follows:

- October 15, 2016 - Wetland permitting complete.
- November 1, 2016 – Final plans approved and signed by MnDOT State Aid.
- November 10, 2016 - Advertise for Bids
- December 14, 2016 – Bid Opening
- December 15, 2016 – All Right of Way secured.
- December 21, 2016– Award Contract.
- January 2, 2017 - Commence Utility Construction in Muck Area.
- May 2017 – Begin Service Road Construction.
- October 2017 – Project Complete.

Attachments:

Attachment 1 – Wetland Purchase Agreement

Fiscal Impact:

As discussed above. Funds for the wetland credits are an eligible MSA expense and would be covered from these funds.

Recommendation(s):

Staff recommends Council consider approval of the Purchase Agreement for Wetland Banking Credits for the Phase 1 Service Road Project.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

The following is a sample of a possible Purchase Agreement for the sale of Wetland Banking Credits. This Purchase Agreement does not necessarily cover all of the issues that would be important to Sellers and Buyers, nor does it address the terms that would be appropriate for any particular transaction. Sellers and Buyers should obtain the services of qualified legal counsel to adapt this Purchase Agreement to meet their specific needs.

**PURCHASE AGREEMENT
FOR
WETLAND BANKING CREDITS**

THIS AGREEMENT is made this 22nd day of July, 2016 between Jim Nelson(Seller) and The City of East Bethel (Buyer).

1. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the wetland banking credits (Credits) listed below:

CREDITS TO BE SOLD						
Credit Sub-Group ¹	Acres or Sq. Ft.	Wetland Circ. 39 Type ²	Plant Community Type ³	Cost per Acre or Sq. Foot	State Fee 6.5%	Fee Estimate
A.	86,026	2	Fresh Wet Meadow	0.50	0.065	\$2,796
B.					0.065	
C.					0.065	
D.					0.065	
E.					0.065	
Totals				\$43,013		\$2,796

Check here if additional credit sub-groups are part of this account and are listed on an attachment to this document.

¹A separate credit sub-group shall be established for each wetland or wetland area that has different wetland characteristics.
²Circular 39 types: 1, 1L, 2, 3, 4, 5, 6, 7, 8, B, U.
³**Wetland plant community type:** shallow open water, deep marsh, shallow marsh, sedge meadow, fresh meadow, wet to wet-mesic prairie, calcareous fen, open bog or coniferous bog, shrub-carr/alder thicket, hardwood swamp or coniferous swamp, floodplain forest, seasonally flooded basin. **See *Wetland Plants and Plant Communities of Minnesota and Wisconsin (Eggers and Reed, 1997)* as modified by the Board of Water and Soil Resources, United States Army Corps of Engineers..**

2. Seller represents and warrants as follows:
- a) The Credits are deposited in an account in the Minnesota Wetland Bank administered by the Minnesota Board of Water and Soil Resources (BWSR) pursuant to Minn. Rules Chapter 8420.0700-.0760.
 - b) Seller owns the Credits and has the right to sell the Credits to Buyer.

3. Buyer will pay Seller a total of \$43,013 for the Credits, as follows:
 - a) \$1,000 as earnest money, to be paid when this Agreement is signed; and
 - b) The balance of \$42,013 to be paid on the Closing Date listed below.

4. Buyer, Seller agrees to pay to a withdrawal fee of \$2,796 to the State of Minnesota based on 6.5% of the agreed to purchase price. At the Closing Date, Buyer, Seller will execute a check made out for this amount, payable to the Board of Water and Soil Resources.

5. The closing of the purchase and sale shall occur on October 21, 2016 (Closing Date) at 1:00 p.m.. The Closing Date and location may be changed by written consent of both parties. Upon payment of the balance of the purchase price, Seller will sign a fully executed Application for Withdrawal of the Credits in the form specified BWSR, provide a copy of the Application for Withdrawal to the Buyer and forward the same to the BWSR along with the check for the withdrawal fee.

6. Buyer has applied or will apply to the U.S. Army Corps of Engineers, Minnesota Department of Natural Resources, and the City of East Bethel for approval of a replacement plan utilizing the Credits as the means of replacing impacted wetlands. If the U.S. Army Corps of Engineers, Minnesota Department of Natural Resources, and the City of East Bethel has not approved the Buyer's application for a replacement plan utilizing the Credits by the Closing Date, and no postponement of the Closing Date has been agreed to by Buyer and Seller in writing, then either Buyer or Seller may cancel this Agreement by giving written notice to the other. In this case, Seller shall return Buyer's earnest money, and neither Buyer nor Seller shall have any further obligations under this Agreement. If the U.S. Army Corps of Engineers, Minnesota Department of Natural Resources, and the City of East Bethel has approved the replacement plan and the Seller is ready to proceed with the sale on the Closing Date, but Buyer fails to proceed, then the Seller may retain the earnest money as liquidated damages.

 (Signature of Seller) (Date)

 (Signature of Buyer) (Date)



City of East Bethel City Council Meeting Agenda Information

Date: September 7, 2016

Agenda Item Number: 8.0 C.1

Agenda Item:

Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies

Requested Action:

Background Information:

The State of Minnesota implemented a new document access program, “New MGA (Minnesota Government Access)”, as of August 1, 2016. The MGA provides electronic access to appropriate court records and documents for a government agency through login accounts for individual agency users.

The “New MGA” program provides the City Attorney with the same information as the former program that has been used. However, the change of programs requires a new portal access and new applications that must be completed by the City to permit the City Attorney to access the information.

Once approved, the City Attorney will submit the application on the City’s behalf. The access provided by this program includes court information regarding a defendant’s past criminal charges, convictions and dispositions.

Attachments:

- Attachment 1- MGA Request Form
- Attachment 2- Master Subscriber Agreement
- Attachment 3- MGA Overview

Fiscal Impact

Recommendation(s):

Staff recommends that Council consider approval of the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies.

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

THIS AGREEMENT is entered into by and between

City of East Bethel

(Government Subscriber Name)

of 2241 221st Avenue Northeast, East Bethel, MN 55011

(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

1.1 Term. This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 “Agency Account Manager” means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber’s Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber’s Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber’s Individual Users and steps taken to remedy violations to the Court.

2.2 “Court Data Services” means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 “Bulk Data Delivery” means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court’s databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 “Court Integration Services” means pre-defined automated transmissions of i) Court Records from the Court’s computer systems to Government Subscriber’s computer systems; and/or ii) Government Subscriber Records from the Government Subscriber’s computer systems to the Court’s computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 “MNCIS Login Accounts” means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 “Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 “Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 “Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.1 “Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
- 2.5.2 “Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.3 “Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- 2.5.4 “Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- 2.5.5 “Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 “DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 “Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 “Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9** “**Legitimate Governmental Business Need**” means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10** “**Policies & Notices**” means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11** “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.
- 2.12** “**SCAO**” means the State of Minnesota, State Court Administrator's Office.
- 2.13** “**This Agreement**” means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14** “**Trade Secret Information of SCAO and its licensors**” is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15** “**User Acknowledgement Form**” means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).
- 3. DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.

4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.

4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:

6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**

7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**

7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 Court Data Services Programs. SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 Court Data Services Databases. SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 Marks. Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 Restrictions on Duplication, Disclosure, and Use.

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 Proprietary Notices. Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

- 8.7 Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.
- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.
15. **WARRANTY DISCLAIMERS.**
 - 15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
 - 15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity (“Master Subscriber Agreement Signing Authority”), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By _____
(SIGNATURE)

Date _____

Name (typed) Jack Davis

Title City Administrator

Office East Bethel City Hall

2. THE COURT

By _____
(SIGNATURE)

Date _____

Title CIO/Director

Office Information Technology
Division of State Court
Administration

3. Form and execution approved for Court by:

By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____

attachment 3

➤ All government subscribers have access to public cases and public documents statewide in New MGA. Public cases and public documents include:

Public Cases	Public Documents
<ul style="list-style-type: none"> Public Adult Criminal/Traffic cases Public Juvenile Delinquency +16 cases Public Family cases, including public Civil Domestic Abuse cases Public Civil cases, including Public Harassment cases Public Probate cases and Public Commitment cases Public CHIPS cases, post-July 1, 2015 	<ul style="list-style-type: none"> Public court orders and public notices Pleadings, motions, affidavits and petitions Public criminal complaints and public citations Public warrants Public orders for protection and public harassment restraining orders Public CHIPS documents filed on or after July 1, 2015

➤ Additionally, some government agencies will have access to confidential cases and documents in New MGA, based on the Rules of Public Access to Records of the Judicial Branch, as follows:

Agency Type	Confidential Juvenile Delinquency Cases		Confidential Juvenile Protection Cases		Confidential Civil Domestic Abuse (Pre-Service) Cases		Confidential Paternity Cases	
	Case Information & Register of Actions	Certain Confidential Documents	Case Information & Register of Actions	Certain Confidential Documents	Case Information & Register of Actions	Certain Confidential Documents	Case Information & Register of Actions	Certain Confidential Documents
County Attorney	Statewide	County	Statewide	County	Statewide	County	County	County
Public Defender	Statewide	County	Statewide	County	Statewide	County	N/A	N/A
Corrections/Probation	Statewide	County	Statewide	County	Statewide	County	N/A	N/A
Social Services	Statewide	County	Statewide	County	Statewide	County	Statewide	County
Law Enforcement	District	County	N/A	N/A	Statewide	County	N/A	N/A
City Attorneys	Statewide	County	N/A	N/A	Statewide	County	N/A	N/A

Overview

- The Minnesota district court case record and document access available to government subscribers in New Minnesota Government Access (“New MGA”) is outlined on the [New MGA Subscriber Access Overview](#). Refer to this document for information about confidential case access and confidential document access in confidential cases (confidential orders, notices, pleadings).
- The State Court Administrator has authorized access to additional specific confidential documents for designated government subscribers in certain case types, based on the Rules of Public Access to Records of the Minnesota Judicial Branch, as follows:

Adult Criminal/Traffic Cases

Confidential Document / Case Event	Designated Government Subscribers
Bail Study	<ul style="list-style-type: none"> • County Attorney • Public Defender • Corrections / Probation • City Attorney
Community Work Service Report	
Conditional Release Violation Report	
Detention Report	
Domestic Abuse Evaluation Report	
Placement Recommendation Report	
Police/Incident Report	
Predisposition Investigation Report	
Pre-Plea Worksheet	
Presentence Investigation Report	
Pretrial Agency Report	
Probation Agreement	
Probation Recommendation	
Probation Violation Report	
Probationary Sanction	
Progress Report – Staggered Sentence	
Proof of Insurance	
Proof of Insurance – Not Acceptable	
Proposed Probation Violation Summons/Warrant	
Rule 20 Evaluation Report	
Sentencing Worksheet	
Sentencing Worksheet - EJJ	
Victim Impact Statement	



City of East Bethel City Council Meeting Agenda Information

Date:

September 7, 2016

Agenda Item Number:

Item 8.0 E

Agenda Item:

Electric Ice Edger Grant Proposal

Requested Action:

Consider approval of additional item to MN Amateur Sports Commission grant request

Background Information:

On August 17, 2016 the City Council directed staff to submit a grant request to the Minnesota Amateur Sports Commission for a new Electric Zamboni

Staff has since been informed that an electric ice edger is an additional grant eligible item covered under this program. Our current edger is gas powered, 8 years old and is in fair condition. The electric edger's total cost is \$6,750 and the City would be eligible to be reimbursed for half of those costs if the grant was approved. The City's Arena fund would pay for the remaining costs associated with the electric edger. A requirement for the grant submittal is City approval of the attached resolution.

Attachment(s):

1. Electric Edger Quote
2. Resolution 2016-48, Electric Edger Grant request resolution

Fiscal Impact:

Fund for the electric edger are available from the Ice Arena Depreciation Account

Recommendation(s):

Staff recommends that the City Council consider approving Resolution 2016-48, adding an electric ice edger to the City's grant application to the MN Amateur Sports Commission Mighty Ducks Grant Program.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

Quote

R&R Specialties of Wisconsin Inc
 484 Cty Rd V V
 Somerset, WI 54025
 (715) 247-5090

Order Number: 0166859
Order Date: 8/31/2016

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
	TRUCK		Net 30

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
5E-40000	EACH	1.00	0.00	0.00	6,750.00	6,750.00
Electric Edger EZ III			Whse: 000			

Net Order:	6,750.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	6,750.00

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

RESOLUTION NO. 2016-48

RESOLUTION OF LGU MIGHTY DUCKS GRANT APPLICATION

WHEREAS, the Minnesota Amateur Sports Commission (MASC), via the State General Fund, provides for general funds to assist political subdivisions of the State of Minnesota for the fulfillment of the purpose and goals of the Mighty Ducks Grant Program, and

WHEREAS, the City of East Bethel desires to complete its project named “New Electric Edger” at East Bethel Ice Arena located at 20675 Highway 65 NE East Bethel, MN 55011

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

- 1) That the total cost of completing the project shall be \$6,750 and the City of East Bethel is requesting \$3,375 from the Mighty Ducks Grant Program and will assume responsibility for a matching contribution of \$3,375.
- 2) The City of East Bethel agrees to enter into necessary and required agreements with the MASC for the specific purpose of completing the project.
- 3) That a request for reimbursement be made to the MASC for the amount awarded after the completion of the project.
- 4) That the City Administrator Jack Davis and/or Finance Director Mike Jeziorski are authorized and directed to execute said application and serve as the official liaison with the MASC.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City of East Bethel at a duly authorized meeting and as shown by the minutes of said meeting in my possession.

Adopted this 7th day of September, 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:

September 7, 2016

Agenda Item Number:

8.0 G.1

Agenda Item:

Temporary Easement Agreement of the Ponds of Hidden Prairie Access Road/Entrance Drive

Requested Action:

Consider a Temporary Easement Agreement for the Ponds of Hidden Prairie Event Center

Background Information:

City Council approved a Conditional Use Permit (CUP) on February 17, 2016 for Ponds of Hidden Prairie for an Event Center at a site located on 221st Avenue just east of PVS Auto. The CUP was required to permit this use on a split zoned site. Ms. Lisa Palm, the CUP applicant, appeared before City Council on July 6, 2016 and requested that she be exempted from the requirements to meet City street standards and be allowed to install an entrance drive within the public right of way to access her business.

Council reviewed Ms. Palm’s request and discussed at length the consequences of both positions; an entrance drive or full subgrade construction to City street standards. The City right of way Ms. Palm proposes to utilize as entrance drive to access her business is the first phase of a City frontage road that will eventually connect 221st Avenue to 215th Avenue. This frontage road is a priority transportation component of the City’s Comprehensive Plan.

The Council directed Staff to prepare an agreement that would allow a temporary access within the City right of way that provides access to her property. In the agreement Council also directed Staff to address her concerns while protecting the City’s exposure to liability for the installation and use of a temporary entrance drive and define terms and obligations relating to future extensions of the temporary entrance drive, conversion to a City street and obligations of both parties.

There were several discussions and revisions of the agreement between City Staff and Ms. Palm and the current proposal is included as Attachment 3. Previous to these discussions, City Attorney Mark Vierling was able to convert the City’s original offer of a license agreement to a recordable temporary easement to satisfy requirements of Ms. Palm’s lenders

The Temporary Easement Agreement as proposed by the City Attorney would satisfy those concerns and requirements previously identified by the City, including but not limited to the following conditions for the Grantee:

- Ms. Palm would be responsible for all expenses relating to the road construction costs including inspections by the City Engineer.

- Ms. Palm would be responsible for all requirements of the Fire Codes relating to emergency and fire vehicle access standards.
- Ms. Palm would be responsible for all entrance and county permits and requirements relating to this drive.
- Ms. Palm would be responsible for maintenance of the entrance drive until termination of the agreement.
- The conversion of the private drive to a City street would be triggered when access to the lot at the corner of 221st Ave. and Hwy. 65 is required or the street is extended to service actual or potential development between 219th and 215th Avenue.
- Should assessments be required as part of the conversion to a City, credit for improvements in place would be granted as determined by the City.
- A hold harmless or other legal document that would provide liability protection in a form acceptable to the City until the street is constructed and accepted for public use for installation and use of the entrance drive would be required.
- A release of any liability for loss of business that could occur during the conversion of the private drive to a public street would be required.
- Ms. Palm would be responsible for any wetlands issues resulting from the construction of the entrance drive
- Other requirements or modifications as recommended by the City Attorney.

Attachments:

Attachment 1- Location Map

Attachment 2- Right of Way Plat

Attachment 3- Temporary Easement Agreement, Red-line and Clean Copy

Attachment 4 – July 6, 2016 Presentation to Council

Fiscal Impact

As noted above

Recommendation(s):

Staff recommends that Council consider approval of the Temporary Easement Agreement as submitted by the City Attorney permitting the use of City right of way for an entrance drive for Ms. Palm’s business, Ponds of Hidden Prairie subject to the conditions contained therein or as modified by Council.

City Council Action

Motion by: _____

Second by: _____

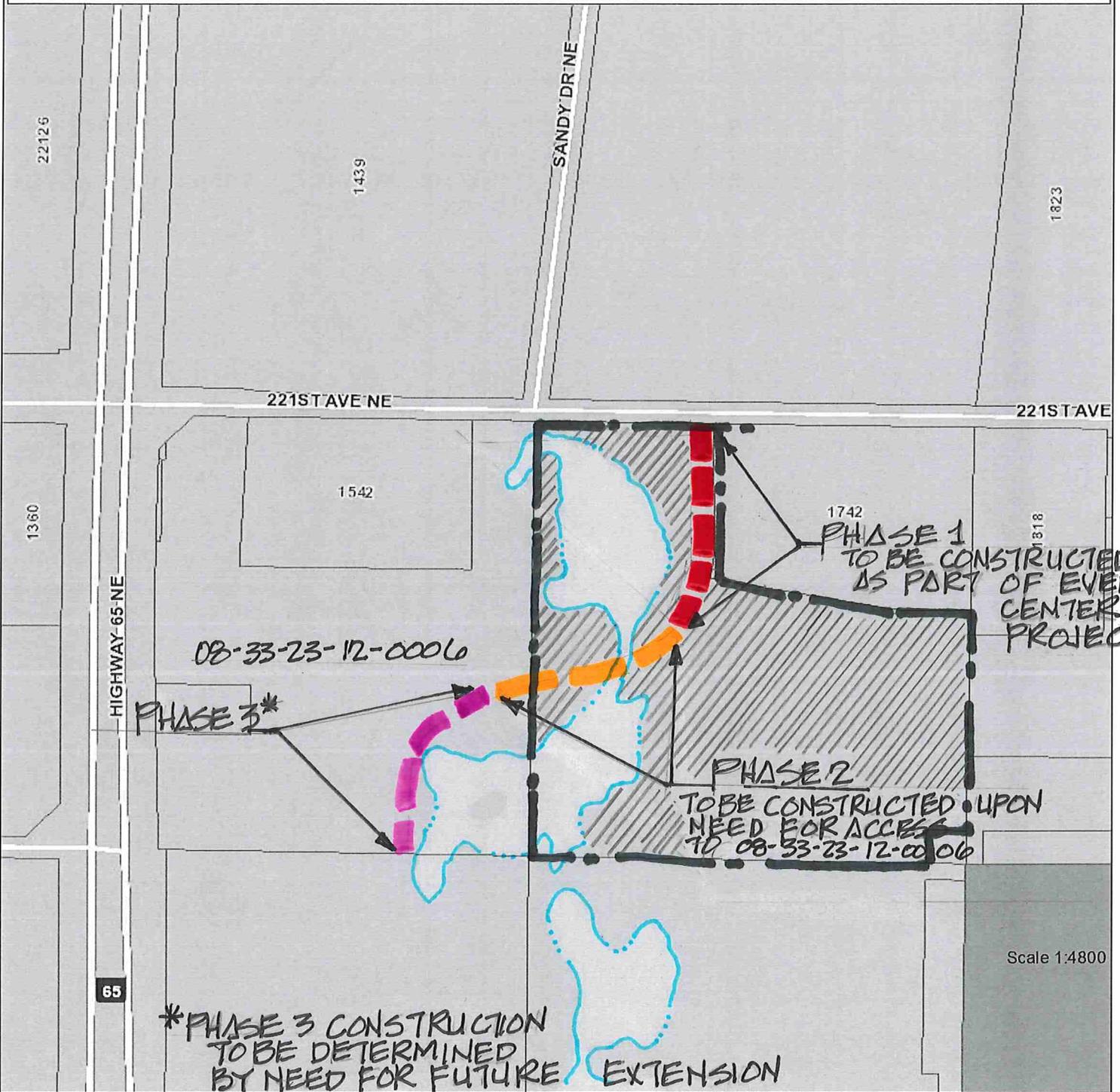
Vote Yes: _____

Vote No: _____

No Action Required: _____



Attachment 1- Location Map

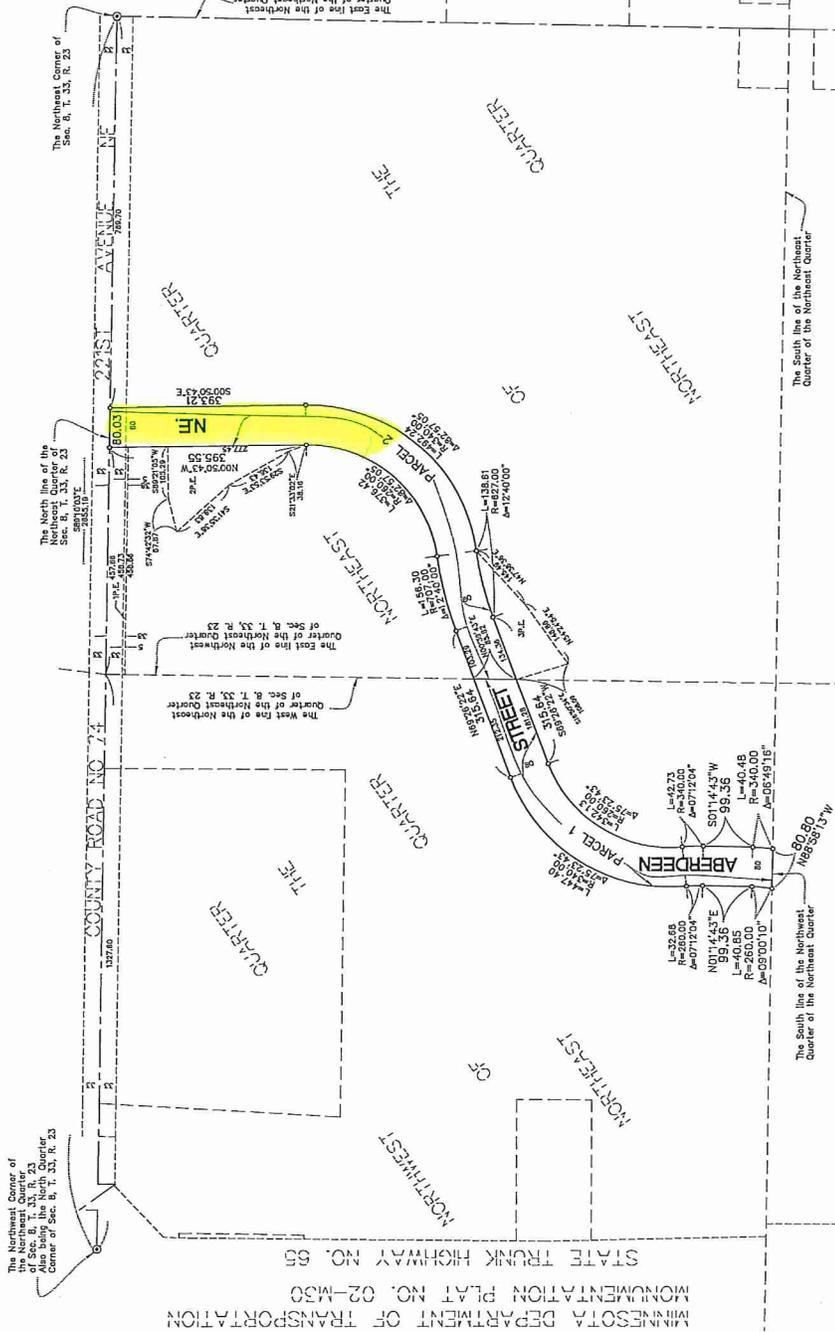


Aerial Photo: Flown Spring of 2014



CITY OF EAST BETHEL
 COUNTY OF ANOKA
 SEC. 8, T. 33, R. 23

CITY OF EAST BETHEL
 ROAD RIGHT-OF-WAY PLAT NO. 2

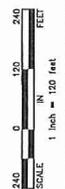


DATA CONTAINED WITHIN THIS BOX FOR INSTRUCTIVE AND INFORMAL PURPOSES ONLY

PARCEL	OWNER	PROPERTY IDENTIFICATION NUMBER	RECORDED DOCUMENT NUMBER	ENTIRE TRACT (ACRES)	NEW HIGHWAY RIGHT OF WAY (ACRES)	TEMPORARY EASEMENT (ACRES)	TEMP. EASE EXPIRES ON DATE	BALANCE OF TRACT REMAINING (ACRES)
1	Genevieve Sywater Family Limited Partnership	08-33-23-12-0006	2015600.003	26.006	1.413			24.593
2	Genevieve Sywater Family Limited Partnership	08-33-23-11-0003	2016410.001	40.794	2.011			38.803
1P.E.	Genevieve Sywater Family Limited Partnership	08-33-23-11-0003	2016410.001			0.053		
2P.E.	Genevieve Sywater Family Limited Partnership	08-33-23-11-0003	2016410.001			0.491		
3P.E.	Genevieve Sywater Family Limited Partnership	08-33-23-11-0003	2016410.001			0.359		

NOTE
 All parcels shown on this plat may not have been acquired by the City of East Bethel. See pertinent documents for each parcel.

ACCESS ROAD/DRIVE FOR
 EVENT CENTER



For the purposes of this plat the North-South line of the Northeast Quarter of Sec. 8, T. 33, R. 23 is assumed to bear South 89°03' 00" East.



The position of Northern Street, N.E. located in Section 8, Township 33, Range 23, Anoka County, Minnesota, shown on this plat affected by the City of East Bethel, Minnesota, is shown to be the official plat of that portion of said street within said section pursuant to Minnesota Statute Chapter 505.1793. The foregoing plat was accepted and approved by the City Council of East Bethel, Minnesota, at a regular meeting thereof held this _____ day of _____, 2011.

CITY OF EAST BETHEL, MINNESOTA

Mayer _____
 City Clerk _____

I hereby certify that this is a true and correct representation of a survey of the boundaries as shown and that said survey was made under my direct supervision; that all distances are correctly shown in feet and decimals of a foot; that the monuments for the guidance of future surveys have been correctly placed in the ground as shown; that the Right-of-Way boundary lines are designated on said plat and it was prepared pursuant to Chapter 505.1793, Minnesota Statutes.

Dated this _____ day of _____, 2011.
 Charles R. Christopherson, Licensed Land Surveyor
 Minnesota License No. 19420

ANOKA COUNTY SURVEYOR
 This plat of CITY OF EAST BETHEL ROAD RIGHT-OF-WAY PLAT NO. 2 was checked and approved by me this _____ day of _____, 2011.

Larry D. Holm, Anoka County Surveyor

Return to:

Eckberg Law Firm
Attn: Mark J. Vierling
1809 Northwestern Avenue
Stillwater, Minnesota 55082

**NON-EXCLUSIVE TEMPORARY
EASEMENT AGREEMENT**

**NON-EXCLUSIVE TEMPORARY
EASEMENT AGREEMENT**

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (the "Agreement") is made this ____ day of _____, 2016, by and between Barn Goddesses LLC (a Minnesota limited liability company) d/b/a Ponds of Hidden Prairie (the "Grantee") and the CITY OF EAST BETHEL, MINNESOTA, a municipal corporation and political subdivision located in Anoka County, Minnesota (the "Grantor").

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of real estate located in the City of East Bethel, Minnesota, described on the attached Exhibit A (the "Grantors Property").

That for and in consideration of the sum of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION**, the receipt of which is hereby acknowledged, the Grantor has this day bargained and sold, and by these presents does convey unto the Grantee, its successors and assigns the following:

1. Non-Exclusive Temporary Driveway Easement. A non-exclusive temporary easement to allow Grantee to locate a private driveway upon lands identified in Exhibit A with the right to enter upon the real estate hereinafter described at any time that the Grantee may see fit and locate, maintain and use a private driveway subject to the following terms and conditions:

a) That both parties to this agreement understand, acknowledge and agree that the nature of the temporary permission allowed by the City of East Bethel is non-exclusive, permissive and temporary in nature and that this permission may be rescinded by the City at any time for any reason that the City determines that a public purpose or safety concern reasonably requires the utilization of the area within the drainage/utility easement.

b) All improvements placed within the city right of way by Grantee shall upon termination of this agreement shall become the property of the City. All subgrade improvements shall be constructed by Grantee using materials brought

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in from offsite. Once constructed Grantee shall not modify or change the improvements without the written permission of the City.

~~b) That in the event that the City should rescind this temporary non-exclusive easement, Grantee and/or their successors in title shall, upon demand of the City, promptly remove from the easement the improvements listed above in the manner and time instructed by the City, all at their exclusive expense, and that no compensation, payment, or other consideration shall be due from the City of East Bethel.~~

~~▲~~ ~~b)~~ Grantee shall hold harmless and indemnify the City of East Bethel from any and all loss or damage resulting in the placement of these improvements and from their failure to comply with the requirements of this agreement, including, but not limited to, expenses the City incurs in removing the improvements if necessary or remediating problems resulting therefrom in the City's lands.

~~c)~~ No permanent property rights are created by this Agreement. Additionally no rights superior to other utilities located or to be located within the affected right of way are granted hereby. Grantee assumes the risk of damage, replacement, dislocation or other displacement of their improvements by the City of East Bethel or other utility providers located or to be located within the affected easement as may be deemed necessary by the City of East Bethel.

~~d)~~ Any and all expenses or liabilities that occur due to conflicts with utilities that are using the easement under a city permit are solely the responsibility of the Grantee and this agreement is subordinate to such utilities.

~~e)~~ Grantee shall be responsible for the applications and payment of any and all fees for entrance permits to county roads and shall copy the city on all such applications.

~~f)~~ Grantee in construction of the private driveway shall be compliant with all regulatory requirements from applicable governing units including but not limited to wetland requirements and regulations, Army Corp of Engineer permits, Wetland mitigation, Anoka County permit and requirements. This Agreement does not waive or relinquish the need to complete required permits for land disturbance or grading required under codes of the City of East Bethel.

~~g)~~ Grantee shall list the City as an additional insured under its liability insurance policies relative to occurrences and or injuries that may occur upon the private driveway located under this agreement. A copy of the certificate of

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insurance shall annually be provided to the city during the term of this agreement.

h) Grantee agrees that the private driveway may be converted and absorbed by the City into part of its roadway systems at any time the city determines in its discretion and especially when the access to the Lot (Reference PID # Anoka County 08-33-23-12-0006) is required by the city at the corner of 221st street and Highway 65. At any of such times this agreement shall terminate.

i) Grantee acknowledges and agrees that upon conversion of the private driveway into the public street systems by the City that Grantee may be assessed for those public improvements ~~however and no~~ value will be assigned by the city and credit given only to the value of Grantee's ~~subgrade improvements private drive~~ previously authorized and located under this agreement with that value being determined by the city. Other than by credit applied to a possible road assessment no payment by the City to Grantee for these improvements shall be made.

j) The private driveway authorized by this agreement shall be constructed solely at Grantee's cost and expense and be constructed subject to specifications and final location established by the City Engineer, meet standards established for Fire Codes, emergency and fire vehicle access standards and further constructing the entrance drive to meet City subgrade standards and drainage requirements.

k) Grantee agrees that until such time as this agreement is terminated Grantee shall maintain and keep the private driveway in good condition and repair, remove snow therefrom and otherwise keep same passable and in good condition and compliant with Fire Code Road requirements.

l) Grantee shall be responsible for any inspection costs the City incurs during the construction of the private driveway by the city's consulting engineer.

~~n) n. Grantee agrees that at such time the City constructs its public roadway over the area occupied by the private driveway Grantee shall not make any claim for damages of business interruption or income loss resulting from the limited access to its premises that may occur during the construction of the City's roadway. The City will use its best efforts to maintain reasonable access to the Grantee's business during the construction period for the public roadway, or at any other time the city removes her drive surface as located in the public right of way.~~

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o. The Temporary Non-Exclusive Easement is to ~~be located~~ be located in the City of East Bethel, State of Minnesota, upon land legally described on Exhibit A attached hereto.

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IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be executed as of the day and year first above written.

GRANTOR:

CITY OF EAST BETHEL, MINNESOTA

By: Steven R. Voss
Its: Mayor

By: Jack Davis
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, 2016, before me, a Notary Public, in and for said County and State, appeared Steven R. Voss and Jack Davis, to me personally known, who being by me first duly sworn, did say that they are respectively the Mayor and Administrator of the City of East Bethel, Minnesota, Grantee in the foregoing instrument, who executed the foregoing document by authority of the City Council of the City of East Bethel, and said Mayor and Administrator acknowledge said instrument to be the free act and deed of said City of East Bethel.

Notary Public

NOTARY STAMP OR SEAL

BARN GODDESSES, LLC

By: _____
Its: _____

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, 2016, before me, a Notary Public, within and for said County and State, personally appeared _____ and _____ of **BARN GODDESSES, LLC**, respectively **its** _____ and _____ to me personally known, who being by me first duly sworn, did say that they are the duly authorized officers of **BARN GODDESSES, LLC** and have signed said instrument as the free act and deed of **BARN GODDESSES, LLC**.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:
MARK J. VIERLING
Eckberg Lammers, P.C.
1809 Northwestern Avenue
Stillwater, Minnesota 55082

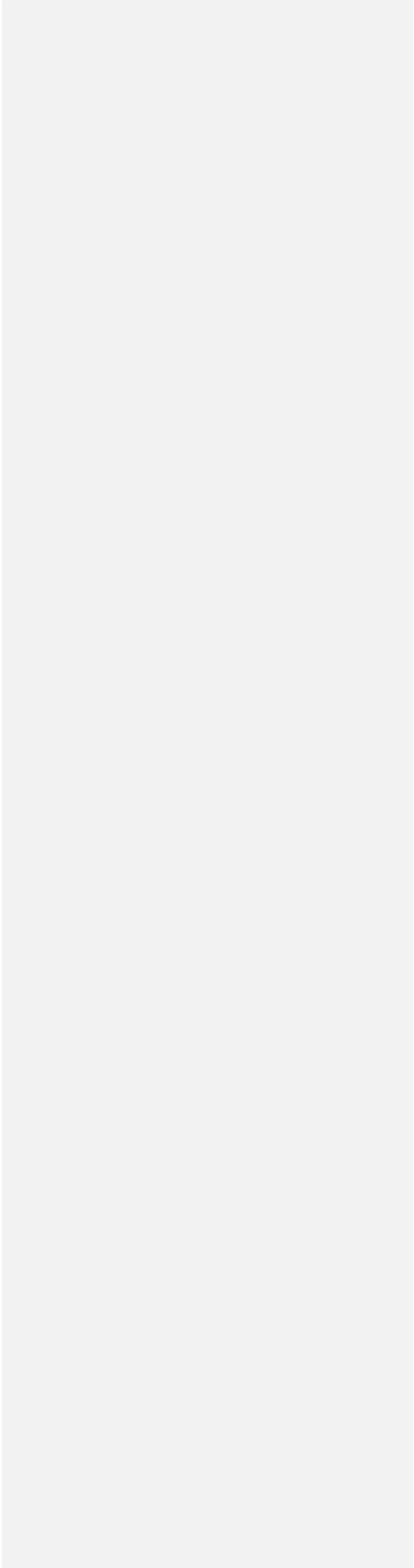


EXHIBIT A
GRANTOR'S PROPERTY
LEGAL DESCRIPTION

City lands upon which the Licensee's private driveway may be located subject to City engineer's specification and direction as to placement.

DESCRIPTION OF THE NORTHERLY 700 FEET OF ABERDEEN STREET NE, SOUTH OF 221ST AVENUE NE

That part of Parcel 2, (Aberdeen Street N.E.) according to the recorded plat of CITY OF EAST BETHEL ROAD RIGHT-OF-WAY PLAT NO. 4, Anoka County, Minnesota, that lies east of the west 343.00 feet of the Northeast Quarter of the Northeast Quarter of Section 8, Township 33, Range 23, said Anoka County.

Return to:
Eckberg Law Firm
Attn: Mark J. Vierling
1809 Northwestern Avenue
Stillwater, Minnesota 55082

**NON-EXCLUSIVE TEMPORARY
EASEMENT AGREEMENT**

**NON-EXCLUSIVE TEMPORARY
EASEMENT AGREEMENT**

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WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of real estate located in the City of East Bethel, Minnesota, described on the attached Exhibit A (the “Grantors Property”).

That for and in consideration of the sum of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION**, the receipt of which is hereby acknowledged, the Grantor has this day bargained and sold, and by these presents does convey unto the Grantee, its successors and assigns the following:

1. Non-Exclusive Temporary Driveway Easement. A non-exclusive temporary easement to allow Grantee to locate a private driveway upon lands identified in Exhibit A with the right to enter upon the real estate hereinafter described at any time that the Grantee may see fit and locate, maintain and use a private driveway subject to the following terms and conditions:

- a) That both parties to this agreement understand, acknowledge and agree that the nature of the temporary permission allowed by the City of East Bethel is non-exclusive, permissive and temporary in nature and that this permission may be rescinded by the City at any time for any reason that the City determines that a public purpose or safety concern reasonably requires the utilization of the area within the drainage/utility easement.
- b. All improvements placed within the city right of way by Grantee shall upon termination of this agreement shall become the property of the City. All subgrade improvements shall be constructed by Grantee using materials brought

in from offsite. Once constructed Grantee shall not modify or change the improvements without the written permission of the City.

- b) Grantee shall hold harmless and indemnify the City of East Bethel from any and all loss or damage resulting in the placement of these improvements and from their failure to comply with the requirements of this agreement, including, but not limited to, expenses the City incurs in removing the improvements if necessary or remediating problems resulting therefrom in the City's lands.
- c) No permanent property rights are created by this Agreement. Additionally no rights superior to other utilities located or to be located within the affected right of way are granted hereby. Grantee assumes the risk of damage, replacement, dislocation or other displacement of their improvements by the City of East Bethel or other utility providers located or to be located within the affected easement as may be deemed necessary by the City of East Bethel.
- d) Any and all expenses or liabilities that occur due to conflicts with utilities that are using the easement under a city permit are solely the responsibility of the Grantee and this agreement is subordinate to such utilities.
- e) Grantee shall be responsible for the applications and payment of any and all fees for entrance permits to county roads and shall copy the city on all such applications.
- f) Grantee in construction of the private driveway shall be compliant with all regulatory requirements from applicable governing units including but not limited to wetland requirements and regulations, Army Corp of Engineer permits, Wetland mitigation, Anoka County permit and requirements. This Agreement does not waive or relinquish the need to complete required permits for land disturbance or grading required under codes of the City of East Bethel.
- g) Grantee shall list the City as an additional insured under its liability insurance policies relative to occurrences and or injuries that may occur upon the private driveway located under this agreement. A copy of the certificate of insurance shall annually be provided to the city during the term of this agreement.
- h) Grantee agrees that the private driveway may be converted and absorbed by the City into part of its roadway systems at any time the city determines in its discretion and especially when the access to the Lot (Reference PID # Anoka County 08-33-23-12-0006) is required by the city at the corner of 221st street and Highway 65. At any of such times this agreement shall terminate.

- i) Grantee acknowledges and agrees that upon conversion of the private driveway into the public street systems by the City that Grantee may be assessed for those public improvements however value will be assigned by the city and credit given only to the value of Grantee's subgrade improvements previously authorized and located under this agreement with that value being determined by the city. Other than by credit applied to a possible road assessment no payment by the City to Grantee for these improvements shall be made.
- j) The private driveway authorized by this agreement shall be constructed solely at Grantee's cost and expense and be constructed subject to specifications and final location established by the City Engineer, meet standards established for Fire Codes, emergency and fire vehicle access standards and further constructing the entrance drive to meet City subgrade standards and drainage requirements.
- k) Grantee agrees that until such time as this agreement is terminated Grantee shall maintain and keep the private driveway in good condition and repair, remove snow therefrom and otherwise keep same passable and in good condition and compliant with Fire Code Road requirements.
- l) Grantee shall be responsible for any inspection costs the City incurs during the construction of the private driveway by the city's consulting engineer.
- n) Grantee agrees that at such time the City constructs its public roadway over the area occupied by the private driveway Grantee shall not make any claim for damages of business interruption or income loss resulting from the limited access to its premises that may occur during the construction of the City's roadway. The City will use its best efforts to maintain reasonable access to the Grantee's business during the construction period for the public roadway.
- o) The Temporary Non-Exclusive Easement is to be located in the City of East Bethel, State of Minnesota, upon land legally described on Exhibit A attached hereto.

BARN GODDESSES, LLC

By: _____
Its: _____

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, 2016, before me, a Notary Public, within and for said County and State, personally appeared _____ and _____ of **BARN GODDESSES, LLC, respectively** **its** _____ **and** _____ to me personally known, who being by me first duly sworn, did say that they are the duly authorized officers of **BARN GODDESSES, LLC** and have signed said instrument as the free act and deed of **BARN GODDESSES, LLC**.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:
MARK J. VIERLING
Eckberg Lammers, P.C.
1809 Northwestern Avenue
Stillwater, Minnesota 55082

EXHIBIT A

**GRANTOR'S PROPERTY
LEGAL DESCRIPTION**

City lands upon which the Licensee's private driveway may be located subject to City engineer's specification and direction as to placement.

**DESCRIPTION OF THE NORTHERLY 700 FEET OF ABERDEEN STREET NE, SOUTH OF
221ST AVENUE NE**

That part of Parcel 2, (Aberdeen Street N.E.) according to the recorded plat of CITY OF EAST BETHEL ROAD RIGHT-OF-WAY PLAT NO. 4, Anoka County, Minnesota, that lies east of the west 343.00 feet of the Northeast Quarter of the Northeast Quarter of Section 8, Township 33, Range 23, said Anoka County.



City of East Bethel City Council Meeting Agenda Information

Date:

July 6, 2016

Agenda Item Number:

8.0 G.1

Agenda Item:

Ponds of Hidden Prairie Access Road/Drive

Requested Action:

Consider alternatives for access to the Ponds of Hidden Prairie Event Center

Background Information:

City Council approved a Conditional Use Permit (CUP) on February 17, 2016 for Ponds of Hidden Prairie for an Event Center at a site located on 221st Avenue just east of PVS Auto. The CUP was required to permit this use on a split zoned site.

Ms. Lisa Palm, the CUP applicant, has been finalizing the financing for the project since the approval of the CUP. As was discussed in a meeting on June 14, 2016 and prior meetings with Ms. Palm, City Staff informed her that the City had acquired the right of way along the western boundary of the Genevieve Sylvester LFP property and access to service her facility would be within this right of way and have to be constructed to City street subgrade, drainage and width standards. Staff agreed that this street could be surfaced with an acceptable non-bituminous material and paving would not be required until the lot to the west required access. It was also noted that construction of the subgrade to City standards would relieve Ms. Palm of any assessment for paving or finishing of the street.

Ms. Palm met with City Staff on June 21, 2016 and requested that she be exempted from the requirements to meet City street standards and be allowed to install a private drive within the public right of way to access her business. The private drive would not meet City street standards but would be converted, with additional construction, to a public street when access to the adjoining lot to the west of Ms. Palm's property is required. This request would postpone any City requirements for compliance with our street standards until access to adjoining properties is needed.

Ms. Palm was informed at the June 21, 2016 meeting that her proposal for a private drive would be presented to the City Council for consideration. If Council elects to pursue the private drive as an alternative to access to the site, she would be responsible for all expenses and could be subject to but not limited to the following conditions and any recommendations of the City Attorney

- Meet all requirements of the Fire Codes relating to emergency and fire vehicle access standards.
- Ms. Palm would be responsible for all entrance and county permits and requirements relating to this entrance.

- The City would not maintain the drive.
- The conversion of the private drive to a City street would be triggered when access to the lot at the corner of 221st Ave. and Hwy. 65 is required.
- Ms. Palm would be subject to any assessments that may be required as part of the conversion to a City street at an amount current with time of construction.
- Ms. Palm would have to enter into a hold harmless or other legal document that would provide liability protection in a form acceptable to the City until the street is constructed and accepted for public use.
- Ms. Palm would have to release the City of any liability for loss of business that could occur during the conversion of the private drive to a public street.
- Ms. Palm may be required to enter into a lease agreement for use of the public right of way for a temporary private drive.
- Other requirements as recommended by the City Attorney.

Ms. Palm was advised that the short term benefit and the cost savings of a private drive could be more than offset by the long term consequences of postponing the complete subgrade construction of the road. Ms. Palm was told that if a private drive was approved she would be:

- Adversely affected at some point by future construction of the road, which at the least would be an inconvenience to her business, and/or access could be restricted or limited to the point that it may affect her operations to an unknown degree and an undetermined time.
- Ineligible for any exemptions of future assessments required for the completion of the street.
- Responsible for any County entrance requirements and permits.
- Responsible for any wetlands issues.
- Responsible for any inspection costs related to fire code road requirements.

The City Attorney reviewed this proposal and conditions that could be imposed by the City if a private drive were considered. His opinion relating to this request was that there are too many risks and contingencies that cannot be anticipated and fully resolved by proceeding in this manner. The City Attorney's additional comments were:

- No one can possibly anticipate future contingencies on what may occur on the property or in the area. Presumably the proposed conceptual agreements would not be funded or financially secured and the financial risk would ultimately fall on the city in the event of a property owner default, bankruptcy or business failure resulting in foreclosure or tax forfeiture of the property. Any city agreements in place with the current owner could be entirely voided by a potential bankruptcy or the owner with subsequent purchaser or a resulting tax forfeiture.
- Without financial security in place the city may be put in position to front end finance the roadway and rely on assessments for payment of the property owner portion. Assessments may be contested by this owner, subsequent purchaser and other benefitted adjoining owners placing the city investment at risk. Even a waiver of the right to challenge the assessment by this owner could be lost in the event of a bankruptcy or tax forfeiture of the land.
- As noted in the potential claims of business interference, the road build out could involve a potential shutdown of access to the business. Even if those claims are unlikely to succeed, the increased cost to the road construction project in always keeping an access open is a predictable consequence of the event and drives a higher price for the overall project.
- There are also unknown contingencies that may be imposed by state or county authorities now and in the future as the lands adjoin TH 65 and County Road 74. The best alternative

is to pay for the road subgrade now so that infrastructure is in place waiting to be completed and extended when it is required by traffic demand.

The length of the proposed road/private drive would be approximately 600'. The costs to meet the City requirements to subgrade for a public street are estimated to be \$43,400 and projected costs for a private drive are in the range of \$20,000 to \$25,000.

Attachments:

Attachment 1- Location Map

Attachment 2- Right of Way Plat

Attachment 3- Cost Estimate for City Street Standards

Fiscal Impact

As noted above

Recommendation(s):

The options in this matter are:

1. Require Ms. Palm to construct the entrance road to her facility to meet City standards as to subgrade, width and drainage requirements as provided by the City Engineer. This alternative minimizes any risk to the City relating to the future completion of the portion of the road that would serve her business and would enable a more convenient extension of the street at a future date, or
2. Allow Ms. Palm to construct a private drive as an access. The private drive would not meet City street standards but would be subject to conditions as directed by Council. This alternative could increase risks associated with future completion of the road but would relieve the City of the responsibility of county permitting and entrance requirements, maintenance of the private drive and wetlands delineation or mitigation requirements. The financial exposure with this consideration is undetermined at this time but could include additional cost for construction, legal fees and other indirect costs associated with the project.

Staff is seeking direction from City Council on this request.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____



City of East Bethel City Council Meeting Agenda Information

Date:

September 7, 2016

Agenda Item Number:

8.0 G.2

Agenda Item:

Employee Recognition Program

Requested Action:

Provide direction to Staff regarding the Employee Recognition Program

Background Information:

Prior to 2010, acknowledgement of employees for their years of service to the citizens of East Bethel was done through an Employee Recognition Program. Minnesota Statute 15.46 authorizes the City to establish and operate such a program.

Attached is the City Program, adopted and effective January 1, 2009, that specifies eligibility for employees (full-time, part-time and paid-on-call fire fighters) with 5 or more years of service for recognition. This program has been inactive since 2010.

As approved in 2008, the Program:

- Provides recognition to employees for 5 year service intervals and an appreciation gift for the specified anniversary date
- Provides for an Annual Employee Appreciation Event that is to be scheduled at a date to be set by City Council in the fourth quarter of every year.
- Provides an event specifically for employees retiring from City service.

Should Council wish to continue this program there may be a need to consider the recognition awards and the Annual Employee Appreciation Event. Currently there are 24 of our Firefighters and 12 City Hall/Public Works employees that meet the current interval recognition requirements.

If we are to resume this program, Staff proposes that we review the gift award and Annual Employee Event and provide recommendations to City Council at the September 21, 2016 meeting.

Attachments:

Attachment 1- 2008 Recognition Program

Attachment 2 – League of Minnesota City’s Benefit Guidelines

Fiscal Impact

To be determined

Recommendation(s):

Staff is seeking direction from City Council as to continuation and/or modification of this program.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

City of East Bethel
Employee Recognition Program
Approved October 15, 2008

The City Council believes it is important to recognize employees for their years of dedicated service to the citizens of East Bethel through an employee recognition program. Minnesota Statute 15.46 gives the City of East Bethel authority for an employee recognition program. Effective January 1, 2009, employees (full-time, part-time and paid-on-call fire fighters) with 5 or more years of service will receive a recognition gift to recognize and honor them for their years of service to the City of East Bethel and its citizens.

Objective

1. At the Annual Employee Appreciation event, employees will be recognized for their years of service to the City of East Bethel and its citizens. The Annual Employee Appreciation event will be held the fourth quarter of each year.
2. Milestone anniversaries are five year, ten year, fifteen year, twenty year, twenty-five year, and each five year increment beyond.
3. All non-temporary City Employees (full-time, part-time and paid-on-call fire fighters) are eligible for this recognition program.

4. Awards shall be as follows:

Five (5) Year Service Anniversary:

- a. A certificate recognizing years of services
- b. A City logo fleece shirt

Ten (10) Year Service Anniversary:

- a. A certificate recognizing years of services
- b. A City logo Windshirt/Jacket

Fifteen (15) Year Service Anniversary:

- a. A certificate recognizing years of services
- b. Rosewood Pen & Pencil Set, gift certificate or equivalent (\$75.00 value). The pen & pencil set will be engraved with employee's name, length of service, date, and City name.

Twenty (20) Year Service Anniversary:

- a. A Certificate recognizing years of services
- b. Desk clock, gift certificate or equivalent (\$75.00 value). The desk clock will be engraved with employee's name, length of service, date, and City name.

Twenty Five (25) Year Service Anniversary:

- a. A Certificate recognizing years of services
- b. Watch, gift certificate or equivalent (\$100.00 value). The watch will be engraved with employee's name, length of service, date, and City name.

Thirty (30) Year Service Anniversary:

- a. A Certificate recognizing years of services
- b. Gift certificate or equivalent (\$125.00 value).

Thirty Five (35) Year Service Anniversary:

- c. A Certificate recognizing years of services
- d. Gift certificate or equivalent (\$150.00 value).

Gift Criteria

Any tangible personal property given to an employee as a length-of-service award is excluded from Federal and State tax laws. Cash awards or cash equivalent awards, such as gift certificates, vacations, tickets to theater or sporting events are subject to Federal and State taxes. Additional information can be found in IRS Publication 535.

Annual Employee Appreciation Event

The fourth quarter of each year, all City employees are invited to attend the Annual Employee Appreciation event. This event will be sponsored by the city and will provide the opportunity to recognize employees for their years of service award. The event will also allow the opportunity to express appreciation and recognition to all City employees for their dedication and hard work throughout the year.

City of East Bethel cannot use public funds to pay for spouses or third parties to attend a recognition event. In addition, expenditure of public funds to purchase alcohol is not permitted.

Employee Retirements

East Bethel employees will be recognized for significant years of service at the time of their retirement with a framed Resolution from the City Council.

A separate employee event will be coordinated in accordance with the retiree's wishes. The employee will notify their Department Director of their anticipated retirement date and the type of celebration desired. It will be the Department's responsibility to coordinate the event. Employees attending the retirement event will be responsible for the cost of the event.

The City Administrator or designee will present the retiree with a gift for a total of \$100 subject to Federal and State taxes if applicable.

The City of East Bethel Employee Recognition program is subject to the annual budget approval.

B. Employee recognition awards and employee social events

LMC information memo,
[Public Purpose Expenditures](#).
MN Office of State Auditor: [Employee Recognition Programs and Events](#).
Minn. Stat. § 15.46.
MN Office of State Auditor: [Dayton Letter](#) (May 31, 2011).

The League has historically taken the position that cities can sponsor and pay for employee recognition programs (including social events such as employee picnics or holiday parties) if they are structured so that they constitute part of an overall employee compensation program. The Attorney General has taken a narrow interpretation of the term compensation and has suggested the term means only monetary compensation. In 2007 state law permitted cities to establish and operate a program of preventive health and employee recognition services for its employees. However, the Office of the State Auditor issued guidance in 2011 to the City of Dayton that seems to question expenditures for employee picnics or holiday parties. Cities that wish to provide employee recognition programs should consider the following:

- Take formal action to adopt a program, preferably well in advance of any actual expenditures, using language specifying the program is adopted as additional compensation for work performed by the employees.

Develop a well-thought-out and modestly priced program applicable to all employees who meet certain conditions. For example, “all employees who reach 25 years of service will receive a plaque thanking them for their dedicated years of service to the community.” Or, “all regular full-time and regular part-time employees will be invited to attend the city’s summer employee picnic to thank them for their work throughout the year.”

Each city council should decide whether it believes these types of employee benefits promote a public purpose and serve the best interests of the citizens of their community. A good argument can be made that such expenditures are a natural incident of the employer/employee relationship and the authority for such expenditures is implied as part of the authority to compensate employees.

[IRS Publication 525](#).

With respect to taxability for various recognition awards, the IRS has requirements for length of service awards. Among them, the awards cannot be given prior to the employee’s fifth anniversary of employment with the city. Also, the city may not award the employee another length of service award during the year or the previous four years. An employee achievement award must be an item of tangible personal property, and it must be given to an employee for his/her length of service or for some safety achievement. The circumstances surrounding the award must also demonstrate the award is not likely to be disguised pay. Specifically, an incentive award cannot be in the form of cash or a gift certificate (other than a non-negotiable certificate conferring only the right to receive personal tangible property). Any certificate that may be converted to cash is not “tangible personal property” and cannot qualify for preferential tax treatment.