

City of East Bethel

City Council Agenda

Regular Council Meeting – 7:00 p.m.

Date: September 21, 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** **Presentations**
- p. 3 A. Anoka County Sheriff's Office Report
- p. 4-5 B. Heart Safe
- p. 6-10 C. East Bethel Fire Department Report
- 7:30 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. 12-14 A. Approve Bills
- p. 15-27 B. Meeting Minutes, August 17, 2016 City Council Special Meeting
- p. 28-34 C. Meeting Minutes, September 7, 2016 City Council Special Meeting
- p. 35-49 D. Meeting Minutes, September 7, 2016 City Council Meeting
- p. 50 E. Meeting Minutes, September 9, 2016 City Council Special Meeting

New Business

- 7:41 PM** **7.0** **Commission, Association and Task Force Reports**
- A. Planning Commission
- B. Economic Development Authority
- C. Park Commission
- D. Road Commission
- p. 51-85 1. Fillmore Street Paving Project
- p. 86-94 2. Fillmore Street Utilities Extension

- 7:55 PM** **8.0** **Department Reports**
- A. Community Development
- p. 95-121 1. Zoning Ordinance Amendments
- B. Engineer
- C. City Attorney
- D. Finance
- E. Public Works
- F. Fire Department
- G. City Administrator
- p. 122-139 1. WSB Contract
- p. 140-141 2. Stepping Stone Funding Request

p. 142-149

3. Employee Recognition Program

8:15 PM

9.0

Other

A. Staff Report

B. Council Reports

C. Other

8:20PM

10.0

Adjourn



City of East Bethel City Council Meeting Agenda Information

Date:

September 21, 2016

Agenda Item Number:

Item 4.0 A

Agenda Item:

Sheriff's Department Report

Requested Action:

Informational only

Background Information:

An officer from the Anoka County Sheriff's Office will present the monthly report of activities to the Council

Fiscal Impact:

None

Recommendation(s):

Informational only.

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 21, 2016

Agenda Item Number:

Item 4.0 B

Agenda Item:

Heart Safe Presentation and Recognition

Requested Action:

No Action Required

Background Information:

On June 19, 2016 the East Bethel Fire Department responded to a cardiac arrest medical call. Prior to arrival the Allina dispatch instructed Greg’s daughter Katie Stewart to perform chest compressions and East Bethel Fire Department and the Anoka county deputies took over upon arrival. Greg Stewart survived his cardiac arrest and is on his way to recovery.

Firefighter Troy Lachinski (Lead Member of Heart Safe) has talked with Greg Stewart several times since and he would like to have a chance to meet the EMS team.

Firefighters from the East Bethel Fire Department that responded and help the survival of Greg Stewart are; Mark Duchene, Adam Arneson, Dan Berry, Doug Doebbert, Andrew Dotseth, Tammy Gimpl, Kyle Howard, Ronnie Lammert, and Dan Meinen.

Tonight, we honor and recognize all those who devote so many hours of training and service to prepare for and respond to these emergencies.

Allina and the East Bethel Heart Safe Program recognize these responders:

East Bethel Firefighters: Mark Duchene, Adam Arneson, Dan Berry, Doug Doebbert, Andrew Dotseth, Tammy Gimpl, Kyle Howard, Ronnie Lammert, and Dan Meinen

Daughter: Katie Stewart

Anoka County Deputies: Chris Yantos, Tom Kvam, Matt O’Connor

Allina Medics: Don Schulte, Christian Robinette

911 Call Taker: Tanner Ess

Fire Dispatcher: Andera Sherek

Allina Dispatcher: Naz Gurel

Firefighter and Heart Safe Lead Troy Lachinski will present the honors.

Fiscal Impact:

None

Recommendation(s):

Informational only.

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 21, 2016

Agenda Item Number:

Item 4.0 C

Agenda Item:

Fire Department Report

Requested Action:

Informational only

Background Information:

The Fire Chief will present the monthly report of activities to the Council

Fiscal Impact:

None

Recommendation(s):

Informational only.

City Council Action:

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____



**East Bethel Fire Department
August, 2016
Response Calls**

Incident Number	Incident Date	Alarm Time	Location	Incident Type
354	08/31/2016	19:59	23647 London RD	EMS Call
353	08/31/2016	07:25	24355 Hwy 65 NE	EMS Call
352	08/29/2016	16:31	22404 Buchanan ST NE	EMS Call
351	08/28/2016	22:15	19919 East Bethel BLVD NE	EMS Call
350	08/28/2016	12:52	19538 Naples ST NE	Fire Alarm
349	08/27/2016	19:33	1600 217 AVE	EMS Call
347	08/26/2016	14:22	22704 Palisade ST NE	Car Fire
346	08/26/2016	09:06	1046 181st LN NE	EMS Call
348	08/26/2016	00:12	24355 Highway 65 NE	EMS Call
345	08/25/2016	15:01	23535 London AVE NE	EMS Call
344	08/25/2016	12:58	21210 Polk ST NE	Fire Alarm
343	08/24/2016	08:42	1438 215th AVE NE	Fire Alarm
342	08/23/2016	16:19	412 Dahlia DR NE	EMS Call
341	08/23/2016	15:00	22435 Palisade ST NE	EMS Call
340	08/23/2016	06:49	24355 Highway 65 NE	EMS Call
339	08/22/2016	15:25	19960 Polk ST NE	Gas Dryer Fire
338	08/19/2016	18:37	332 Cedar RD	EMS Call
337	08/19/2016	17:57	20706 Naples ST	EMS Call
336	08/19/2016	15:37	4611 Fawn Lake DR NE	Fire Alarm
335	08/19/2016	07:22	21812 East Bethel Blvd NE	EMS Call
334	08/19/2016	05:36	22960 Jackson ST NE	Power line down
333	08/18/2016	22:35	1705 NE 207 LN NE	Pressure Switch Fire
332	08/18/2016	16:38	3352 212th AVE	EMS Call
331	08/17/2016	11:24	2537 184th LN NE	Natural Gas leak
330	08/16/2016	22:14	1301 221 AVE	Call Fire
329	08/16/2016	13:08	18164 Highway 65	EMS Call
328	08/16/2016	04:49	1046 181 AVE NE	EMS Call
327	08/16/2016	01:36	1341 187th LN NE	EMS Call
326	08/15/2016	21:20	2415 225 AVE	EMS Call
325	08/15/2016	19:55	20706 Naples ST NE	EMS Call
324	08/14/2016	13:28	1341 187th LN NE	EMS Call
323	08/14/2016	08:37	21058 Davenport ST NE	Fire Alarm
322	08/13/2016	15:13	20706 Naples ST NE	EMS Call
321	08/12/2016	17:03	19614 Taylor ST NE	EMS Call
320	08/12/2016	14:59	20465 Monroe ST NE	EMS Call
319	08/12/2016	02:18	Stutz ST NE	EMS Call
318	08/11/2016	23:43	20465 Monroe ST NE	EMS Call
317	08/11/2016	19:05	18921 Vickers ST NE	EMS Call
316	08/10/2016	22:32	21058 Davenport ST	Fire Alarm
315	08/10/2016	11:35	24355 HWY 65 NE	EMS Call
314	08/09/2016	22:03	19700 Hwy 65	CO Alarm
313	08/09/2016	21:22	2459 224th AVE	EMS Call
312	08/07/2016	22:55	20863 Tyler ST	EMS Call
311	08/06/2016	19:44	18915 Yalta ST NE	EMS Call

310	08/06/2016	09:57	2633 182 LN NE	EMS Call
309	08/05/2016	18:50	19919 Viking BLVD NE	EMS Call
308	08/05/2016	10:50	727 229th LN NE	EMS Call
307	08/04/2016	21:20	2352 182 AVE NE	EMS Call
306	08/04/2016	07:29	160 Collen ST NE	Lightning strike (no fire)
305	08/04/2016	05:48	20507 Monroe ST NE	Car Fire
304	08/01/2016	22:25	20320 Polk ST NE	EMS Call
303	08/01/2016	15:54	19255 East Front BLVD NE	EMS Call
302	08/01/2016	13:42	18921 Vickers ST NE	EMS Call
301	08/01/2016	12:46	20760 Okinawa ST NE	EMS Call
Total				

City of East Bethel

Subject Fire Inspector Report

August 1 - 31, 2016

City of East Bethel Fire Inspection List		
Name	Address	Comments
Fremiuth Inc.	18641 Hwy 65	NO VIOLATIONS
AAA Auto Salvage	20418 Hwy 65	NO VIOLATIONS
Central Trailer Sales	18861 Hwy 65	NO VIOLATIONS
Hidden Haven Golf	20520 Polk St	NO VIOLATIONS
NOTE: First Inspections Unless Noted		

00 Businesses Inspected

Reported by: Mark Duchene
Fire Inspectors



City of East Bethel City Council Meeting Agenda Information

Date:

September 21, 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

August 17, 2016 City Council Special Meeting Minutes

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

Item C

September 7, 2016 City Council Special Meeting Minutes

Meeting minutes from the September 7, 2016 City Council Special Meeting are attached for your review.

Item D

September 7, 2016 City Council Minutes

Meeting minutes from the September 7, 2016 City Council Meeting are attached for your review.

Item E

September 9, 2016 City Council Special Meeting Minutes

Meeting minutes from the September 9, 2016 City Council Special Meeting are attached for your review.



City of East Bethel
September 21, 2016
Payment Summary

Payments for Council Approval	
Bills to be approved for payment	\$35,832.80
Electronic Payroll Payments	\$31,019.88
Payroll - City Staff, September 8, 2016	\$35,733.20
Payroll City Council, September 15, 2016	\$1,775.35
Payroll - Fire Department, September 15, 2016	\$7,158.36
Total to be Approved for Payment	\$111,519.59

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Arena Operations	Bldg/Facility Repair Supplies	27477	Menards Cambridge	615	49851	\$26.70
Arena Operations	Bldg/Facility Repair Supplies	23427	Smith Bros. Decorating Co	615	49851	\$39.71
Arena Operations	Bldg/Facility Repair Supplies	23440	Smith Bros. Decorating Co	615	49851	\$158.84
Arena Operations	Bldgs/Facilities Repair/Maint	082916	Wright-Hennepin Coop Electric	615	49851	\$29.95
Arena Operations	Information Systems	B160901J	Anoka County Treasury Dept	615	49851	\$75.00
Arena Operations	Refuse Removal	2083538	Ace Solid Waste, Inc.	615	49851	\$111.97
Building Inspection	Conferences/Meetings	091316	Nick Schmitz	101	42410	\$85.00
Building Inspection	Conferences/Meetings	090616	Steve Lutmer	101	42410	\$85.00
Building Inspection	Electrical Inspections	090116	Brian Nelson Inspection Svcs	101		\$696.00
Building Inspection	Professional Services Fees	1082680	STS Staffing	101	42410	\$326.88
Building Inspection	Professional Services Fees	1085826	STS Staffing	101	42410	\$326.88
Central Services/Supplies	Information Systems	B160901J	Anoka County Treasury Dept	101	48150	\$75.00
Central Services/Supplies	Information Systems	B160901J	Anoka County Treasury Dept	101	48150	\$75.00
Central Services/Supplies	Office Equipment Rental	INV610845	Metro Sales Inc.	101	48150	\$605.88
Central Services/Supplies	Office Equipment Rental	3100435210	Pitney Bowes	101	48150	\$151.32
Central Services/Supplies	Office Supplies	IN1307654	Innovative Office Solutions	101	48150	\$20.96
Central Services/Supplies	Office Supplies	861528982001	Office Depot	101	48150	\$145.49
Central Services/Supplies	Postage/Delivery	8692-01	Do-Good.Biz	101	48150	\$1,001.86
Central Services/Supplies	Postage/Delivery	8928-01	Do-Good.Biz	101	48150	\$1,075.77
Central Services/Supplies	Printing and Duplicating	15963	Catalyst Graphics, Inc.	101	48150	\$584.53
Central Services/Supplies	Telephone	082816	CenturyLink	101	48150	\$100.96
Economic Development Authority	Professional Services Fees	160577	CivicPlus	232	23200	\$4,543.56
Finance	Conferences/Meetings	91516	Campbell, Jackie	101	41520	\$25.00
Finance	Travel Expenses	91516	Campbell, Jackie	101	41520	\$19.17
Fire Department	Bldgs/Facilities Repair/Maint	1042	Bill's Quality Cleaning	101	42210	\$84.00
Fire Department	Refuse Removal	2083538	Ace Solid Waste, Inc.	101	42210	\$89.58
Fire Department	Repairs/Maint Machinery/Equip	5395	Kirvida Fire, Inc.	101	42210	\$72.00
Fire Department	Repairs/Maint Machinery/Equip	5548	Kirvida Fire, Inc.	101	42210	\$701.05
Fire Department	Small Tools and Minor Equip	0916-356	Advanced First Aid	101	42210	\$129.80
Fire Department	Telephone	082816	CenturyLink	101	42210	\$64.04
Fire Department	Telephone	082816	CenturyLink	101	42210	\$93.06
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	1040	Bill's Quality Cleaning	101	41940	\$380.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	455408-08-16	Premium Waters, Inc.	101	41940	\$32.45
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	1529	Robert B. Hill Company	101	41940	\$18.00
General Govt Buildings/Plant	Cleaning Supplies	IN1307654	Innovative Office Solutions	101	41940	\$44.99
General Govt Buildings/Plant	Repairs/Maint Machinery/Equip	64827	Assured Htg, A/C & Refg., Inc.	101	41940	\$227.00



City of East Bethel
September 21, 2016
Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
General Govt Buildings/Plant	Refuse Removal	2083538	Ace Solid Waste, Inc.	101	41940	\$52.89
Legal	Legal Fees	08 2016	Eckberg, Lammers, P.C.	101	41610	\$8,572.81
Legal	Legal Fees	2673	Eckberg, Lammers, P.C.	101	41610	\$60.00
Legal	Legal Fees	2673	Eckberg, Lammers, P.C.	101	41610	\$431.04
Legal	Legal Fees	2673	Eckberg, Lammers, P.C.	101	41610	\$60.00
Legal	Legal Fees	2673	Eckberg, Lammers, P.C.	101	41610	\$96.00
Legal	Legal Fees	2673	Eckberg, Lammers, P.C.	101	41610	\$216.00
Legal	Legal Fees	2673	Eckberg, Lammers, P.C.	101	41610	\$800.00
Legal	Legal Fees	2673	Eckberg, Lammers, P.C.	101	41610	\$204.00
Legal	Legal Fees	2673	Eckberg, Lammers, P.C.	101	41610	\$252.00
MSA Street Construction	Legal Fees	2673	Eckberg, Lammers, P.C.	402	40200	\$120.00
MSA Street Construction	Legal Fees	2673	Eckberg, Lammers, P.C.	402	40200	\$864.00
Park Capital Projects	Bldg/Facility Repair Supplies	32278	Menards - Forest Lake	407	40700	\$236.96
Park Maintenance	Bldg/Facility Repair Supplies	32101	Menards - Forest Lake	101	43201	\$422.42
Park Maintenance	Clothing & Personal Equipment	1182870180	G&K Services - St. Paul	101	43201	\$18.21
Park Maintenance	Equipment Parts	02-388123	Lano Equipment, Inc.	101	43201	\$305.82
Park Maintenance	Refuse Removal	664287	East Central Solid Waste Comm	101	43201	\$64.18
Park Maintenance	Refuse Removal	665229	East Central Solid Waste Comm	101	43201	\$68.89
Park Maintenance	Tires	83123	Gerdin Auto Service Inc	101	43201	\$33.99
Payroll	Insurance Premiums	6636810	Delta Dental	101		\$725.90
Payroll	Insurance Premiums	10 2016	PreferredOne	101		\$7,382.39
Police	Professional Services Fees	08 2016	Gratitude Farms	101	42110	\$885.00
Recycling Operations	Postage/Delivery	8692-01	Do-Good.Biz	226	43235	\$185.53
Recycling Operations	Postage/Delivery	8928-01	Do-Good.Biz	226	43235	\$111.62
Recycling Operations	Printing and Duplicating	15963	Catalyst Graphics, Inc.	226	43235	\$60.47
Recycling Operations	Refuse Removal	2083538	Ace Solid Waste, Inc.	226	43235	\$172.41
Street Maintenance	Bldg/Facility Repair Supplies	33094	Menards - Forest Lake	101	43220	\$14.98
Street Maintenance	Bldgs/Facilities Repair/Maint	1182870180	G&K Services - St. Paul	101	43220	\$5.33
Street Maintenance	Bldgs/Facilities Repair/Maint	455408-08-16	Premium Waters, Inc.	101	43220	\$32.45
Street Maintenance	Clothing & Personal Equipment	1182870180	G&K Services - St. Paul	101	43220	\$18.32
Street Maintenance	Equipment Parts	29650	East Central Diesel & Equip	101	43220	\$229.05
Street Maintenance	Professional Services Fees		Gopher State One-Call	101	43220	\$83.70
Street Maintenance	Refuse Removal	2083538	Ace Solid Waste, Inc.	101	43220	\$176.90
Street Maintenance	Shop Supplies	286511	S & S Industrial Supply	101	43220	\$20.12
Street Maintenance	Telephone	082816	CenturyLink	101	43220	\$72.94
Water Utility Operations	Bldgs/Facilities Repair/Maint	082916	Wright-Hennepin Coop Electric	601	49401	\$26.67
Water Utility Operations	Chemicals and Chem Products	3942584 RI	Hawkins, Inc	601	49401	\$35.00
Water Utility Operations	Telephone	082816	CenturyLink	601	49401	\$74.94
Water Utility Operations	Telephone	082816	CenturyLink	601	49401	\$187.65
Water Utility Operations	Telephone	082816	CenturyLink	601	49401	\$129.82
						\$35,832.80



City of East Bethel
 September 21, 2016
 Payment Summary

Dept Descr	Object Descr	Invoice	Check Name	Fund	Dept	Amount
Electronic Payroll Payments						
Payroll	PERA					\$6,559.72
Payroll	Federal Withholding					\$6,042.64
Payroll	Medicare Withholding					\$1,958.86
Payroll	FICA Tax Withholding					\$8,375.96
Payroll	State Withholding					\$2,447.67
Payroll	MSRS/HCSP					\$5,635.03
						\$31,019.88

EAST BETHEL CITY COUNCIL MEETING

August 17, 2016

The East Bethel City Council met on August 17, 2016, at 6:00 p.m. for the special City Council meeting at City Hall.

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

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

1.0 Call to Order The August 17, 2016, City Council special meeting was called to order by Mayor Voss at 6:00 p.m.

2.0 Adopt Agenda **Harrington stated I'll make a motion to adopt tonight's agenda. Koller stated I'll second.** Voss asked any discussion? All in favor say aye? **All in favor.** Voss asked any opposed? That motion passes. **Motion passes unanimously.**

3.0 Consider Disciplinary Action Relating to Personnel Matters Davis presented the staff report, indicating under Minnesota Statute 13D.05, subds 1(d), 2(b), the Council must close the meeting for the discussion of the allegations or charges of misconduct against the individual in question. If the meeting is closed and the members conclude discipline of any nature may be warranted, further meetings or hearings relating to the specific charges or allegations that are held after that conclusion is reached must be open. This type of meeting must be open at the request of the individual who is the subject of the meeting.

Request for Open Meeting by James Rogers Davis asked Mr. Rogers, do you want the meeting open or closed. James Rogers answered open. Davis stated thank you.

Davis continued presentation of the staff report, stating on July 20, 2016, Mr. James Rogers met with Fire Chief Mark Ducharme, Deputy Fire Chief Ardie Anderson, and District Chief Dan Berry to discuss performance review matters and a reassignment from Fire Station 2 to Fire Station 1. The reassignment to Fire Station 1 was based on the need to balance the personnel numbers at each station. Fire Station 1 had three less members than Station 2 due to transfers to the Coon Lake Beach Station. Mr. Rogers was among three of the members from Station 2 whose residence was in closest proximity to Station 1 and those are the members that were transferred.

Davis explained that Mr. Rogers agreed to the transfer at the July 20th meeting but on the following day and on July 22, 2016, refused to accept the transfer. These refusals are indicated in Attachments 2.A, 2.C, and 2.D in the meeting packet. These actions constitute a Major Offense, First Offense, per Fire Department Personnel Policies and Rules. As a result, Mr. Rogers was given a 30- day suspension, as indicated in Attachment 1.

Davis stated Mr. Rogers was contacted by Fire Chief Mark DuCharme by phone on August 4th and August 8th and did not recant his refusal to accept the transfer on either occasion, as indicated in Attachment 2. B. Further, On August 12, 2016, Mr. Rogers did not accept his unconditional transfer to Station 1 as indicated in Attachment 8. These actions, in staff's

3.0
Consider
Disciplinary
Action
Relating to
Personnel
Matters

opinion, constitute a Major Offense, Second Offense.

Davis stated staff is recommending that Council consider termination of Mr. Rogers for insubordination. This recommendation is based on 9.6 of the Fire Department Personnel Policies and Rules and City Personnel Policy 3.1 (4). The Council is requested to review this matter. Mr. Rogers will be provided an opportunity to speak and furnish a written response. At the conclusion of the discussion, Staff is requesting that Council take appropriate action based on their findings.

Voss asked Mr. Rogers if he would like to speak to the Council.

James Rogers, 21025 Davenport Street NE, stated four years ago, when he decided to apply here, he brought a host of things to the table. He has a lot of experience and a lot of training. In a few months, he'll have 30 years in the Fire Service. Rogers stated he is a full-time firefighter EMT in the City of Brooklyn Park in which he runs 24-hour shifts. Basically, ten days out of the month, he is on shift in Brooklyn Park. Rogers stated with that, the remainder of the month he has availability here in this City. He holds several certifications. A few of them are Fire Officer, Fire Instructor, Apparatus Operator, as well as National Registered EMT with variance training. He is also State and FEMA certified as an emergency manager, holds a State Firefighters License, and as a Minnesota State Fire Instructor for over 25 years, has taught several different disciplines within the Fire Service all over the state of Minnesota, North Dakota, Wisconsin, even Nebraska, and those were by request. Some of those classes included leadership tactics, hazardous materials, and big water movement, just to name a few. He has a wide range, in his opinion, of talent when it comes to that.

Rogers stated he has heavy involvement in the Fire Explorer Program and as you may have seen with the recent waterball competition, is one of only two firefighters from East Bethel that actually placed that and had it running for three years. He is also involved with the East Bethel Fire Department retirees group once a month as one of only two firefighters that actually keep that program going that honors the retirees for their service.

Rogers stated he is in front of the Council wondering why he is up for termination or for that matter, even suspended. For the time he has been in the Fire Service, he knows what an order or directive is and never once took that from the discussion that Mark DuCharme had placed. The Chief's directive or an order is not out at an emergency scene. Rogers stated basically what he is saying is if it wasn't out on an emergency scene, it can't be taken as a verbal directive or order. He received no such documents stating that it was a directive or an order.

Rogers stated he did agree to go to Station 1 at first. He stated to me that we needed the expertise, the knowledge, and the leadership down at Station 1. All this while saying we need the numbers down there. As luck, or unluck, would have it, there was an incident that occurred not even a day later and it reminded him of the problems that are going on down at Station 1. So the reason he backed down is for one simple reason. It is a hostile and toxic environment down at Station 1 that has not been taken care of in over a year. He felt this put him in some sort of jeopardy. Rogers stated after the incident, within that day of discussing it with Chief DuCharme, moving to Station 1, he could see how bad it was going to be moving there and he decided to state to him that he would not go there based on those reasons.

3.0
Consider
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Relating to
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Rogers stated instead of a meeting that he thought he was going to get, and discussion, what he got was a suspension. The meeting that he had, he sat next to him (Chief DuCharme) at a table and all he (Chief DuCharme) did was slide a piece of paper to him that was unsigned that said you have a 30-day suspension and this is all I'm saying. He (Chief DuCharme) wouldn't discuss it any further.

Rogers stated he filed a grievance with the City Administrator and was later told that grievance would stand with further disciplinary action of termination, recommending termination. Rogers stated he received no due process to investigate this grievance. He did request his employee file, by letter, and found no other issues or documents noted. This is why he is dumbfounded in the process taken with no explanation in which he believes he's been targeted by Chief DuCharme.

Rogers stated he has an exemplary record on the job here, in which firefighters have stated they like him on their team. He stated he may speak up at times but never compromise the job as a firefighter. Policies that are being spoken of, that you've heard so far tonight, he is only going by the only policies and by-laws. There's policies and by-laws that by consent agenda, according to what he's finding on line with the Council's meeting minutes, back in January 20 of this year, they were approved under that consent agenda. He has yet to receive those policies. Rogers stated it was promised by e-mail but he could not follow any of the new policies due to the fact they were not provided so he has no idea if what he is saying here is legit or what Davis is saying is legit because he could not find some of those things.

Rogers stated the other thing he looked at was response times. He is a little less than 2.5 miles from Station 2. When you look at the drive time, and he did it several times in the middle of the night, morning, and rush hour traffic in the afternoon, the most time it took him to get here was 4.5 minutes from where he lives. To go to Station 1, it would have taken, at worst, almost 14 minutes and at best it was almost 9 minutes.

Rogers stated he is standing here in front of the Council saying that he was willing to put his life on the line for you to protect you in this City and now because of what he was willing to do and because he wanted to protect his best interest from going to Station 1 where it was, in his opinion, very toxic, is now up for termination. He stated he doesn't understand it. He doesn't get it. Rogers stated if there was a due process there, if they would have discussed with him certain things that would have been in play to move down to Station 1, he even had a Chief Officer say, 'We're going to talk to a firefighter about you moving down there so this doesn't happen.' Rogers asked if that's recognized, why is he not being recognized for his concern?

Rogers stated he has been through this a ton with management and would never come forward to a firefighter and treat them this way. Not once. He stated he doesn't know how the Council feels, but he was willing to sign up for less than \$11 an hour to come and protect the citizens of East Bethel and to use his skills and knowledge. Rogers stated in some cases, there have been incidences where, like in one case a 12-year-old girl is living because he was able to cut her out of a car. Very difficult stuff to deal with. He stated he does not think this is just. He does not think he was heard and he does believe that he has been targeted. He stated he does not know why or what people are afraid of. All he wants to do is do the job and that's it. Rogers asked the Council if they have any questions.

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Ronning stated Rogers mentioned due process and asked if he has a collective bargaining agreement in Brooklyn Center and is represented by the union. Rogers answered yes, he does have a union in Brooklyn Park and the due process he is referring to is not necessarily by union but by policy. Rogers stated when looking at policy, depending on what you read, after filing a grievance there is a meeting set up afterwards and that never happened. So that is what he is going by. Rogers stated, again, he has old by-laws and policies that he's following. Everyone in the Department has the old ones and we have never received the new passed by-laws.

Ronning asked if Rogers is aware of the term 'at will employee.' Rogers stated yes, he is familiar with that. Ronning asked if he is an at will employee at the Fire Department. Rogers stated everyone here is unless they are under a collective bargaining agreement.

Ronning noted Rogers stated something he didn't quite get relating to a hostile environment at Station 1 and that he felt threatened for some reason, but he didn't catch the reason. Rogers stated what he is referring to was a little over a year ago when there was an incident where a particular firefighter at Station 1 was very bullying in his way of doing things. Rogers stated he'll just leave it at that, he's been very verbal about disliking certain firefighters, certain people. Rogers stated in general talk, when you look at certain ways that things are being handled at Station 1, it is a toxic environment, a huge negativity that Station 2 never had. Rogers stated in essence what he is telling the Council is we were a good working machine at Station 2 versus Station 1. That is his (Rogers) opinion on what he observed. Rogers stated there are firefighters at Station 2 that actually work things out if there's a disagreement. That doesn't happen at Station 1. What happens down there is a lot of backstabbing, a lot of going behind closed doors, a lot of storytelling, and he did not want to be involved in that environment. Rogers stated if things had changed it would be a different story. He is not saying he wouldn't have helped at Station 1. What he is saying is he didn't want to be involved in that toxic environment.

Voss stated Jim, you mentioned that happened a year ago. Rogers answered yes it did. Voss noted but your first response to the Chief was that you'd agree to the transfer. Rogers answered yes, because it was perceived things were quiet, you didn't hear anything going on. So the perception was maybe this will work out. Rogers stated I swear to you less than 24 hours it just blew up again and he could not believe what he was reading. Voss asked if there was another incident in his mind. Rogers answered yes. Voss stated he just wanted to make sure he was clear on that.

Ronning stated he assumes you must have a copy of an e-mail from Rogers at JimmyRogers194@gmail.com. Rogers stated that is correct. Ronning stated nobody else can originate that. It is to Mark DuCharme and indicates: *'After talking on Tuesday about relocating to Station 1, I didn't like the idea but was open to help where needed. That was until yesterday. Tammy sent an e-mail that, like it or not, was full of concern. Some things I already spoke to you about so this should be of no surprise to you. It was Jeremy's response to that e-mail, both openly and privately, that I have a problem with it when... After consideration of what was asked of me, I will not switch stations because I will not stand in the middle of his personal attacks and a play on his personal issues.'*

Ronning asked Rogers whether by refusing to transfer he would put himself right in the middle. Rogers answered no sir. If anything it is protecting him from being in the middle of that. Ronning asked Rogers wouldn't he have been away from it. Rogers answered no, he would have been right in the middle of it. Voss clarified it is a transfer from 2 to 1.

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Ronning asked and 1 is where the perceived issue is? Voss answered yes. Ronning stated okay, my mistake. Pardon. Rogers stated no worries.

Harrington stated to Rogers you talk about this bullying. I've read this packet five or six times and I don't see anything about bullying. Jeremy Shierts made one little comment and it had nothing to do with bullying. Maybe you have a different definition of bullying than I do. Rogers stated he will explain that there is a lot of things you don't see that's in writing or on video. It's as simple as that. There's a lot of behind the scene things that go on as simple as, I'll give you a good example. An officer from Station 1 thought that Station 2 was lazy. Why are we being called lazy? Because he said we didn't want to do anything. Rogers stated he sat back for a moment and thought about it as that's completely untrue. If anything, we keep our Station 2 pretty clean and pretty in order. To say what he said, and basically spread it around the Fire Department does no good for anybody here. Zero. Rogers stated proper leadership would have stopped it. Would have said, 'You need to stop now.' And that is what he is referring to when it comes to that stuff. If it was stopped, there would be no issue and we would not be sitting here right now. There wouldn't be an issue.

Harrington asked Rogers if he went to his District Chief, which is the first thing you're supposed to do if bullied. Rogers stated you are supposed to go to the person. Harrington stated oh, to the person and then to the District Chief, I'm sorry. Rogers stated yes, according to what he was told, he's supposed to go to the person and when you tell the person just that, he thinks it a joke, an absolute joke. Harrington asked Rogers if he didn't get satisfaction, did he take it to the District Chief. Rogers stated he took it to the Lieutenant and she brought it forward and it was basically caboshed, it ended, because it had to do with 'personnel issues, we're not going to talk about it.'

Ronning noted Rogers mentioned the proper authority to correct it and asked Rogers if he sees himself as part of that proper authority. Rogers stated he has his opinions and sometimes if he has a gripe, sometimes it's just griping. But he will say he comes forward with some sort of solution, he tries to do that very much so. Rogers stated what he was hoping with his e-mail refusing to go to Station 1 is that it would actually spark another meeting to discuss what his concerns were. It never went that way and actually it was like crickets were out, he never heard a word until he got the phone call to actually go and meet with Chief DuCharme. What he mentioned was the leadership. With strong leadership, a lot of this would be curtailed and it wouldn't even fester. It's festered for over a year and that's what he doesn't understand. The operation of the Fire Department is to work as a team and there's been a wedge driven into this Fire Department that is so deep it's unprecedented. Rogers stated yes, he chose to back off from moving to Station 1 for good reason. Some of the stuff he already discussed with the Chief saying, 'These are the problems that are out there.' And his response was, 'We need your leadership, we need your expertise, we need your talent down here.'

Voss asked Rogers he would disagree with any of that, your leadership, your talent. Rogers stated he wouldn't disagree with that at all and thinks he can be as much controversial as he can help but he also would say as controversy comes up it is because he is speaking the truth. Rogers stated he would tell the Council he has experienced enough to where he can bring solutions and different ways of doing stuff.

Voss stated Rogers had commented there's a lack of leadership at Station 1 and one of the reasons why, for the transfer, was to bring his leadership there. And yet, it has the

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appearance that Rogers is backing away from a leadership challenge. Rogers stated what he is speaking to is not so much the challenge as he can take the challenge. What he said was 'you need strong leadership.' We don't have that strong leadership as there are very few and far in between when it comes to that strong leadership.

Rogers stated to actually control what is going on in the Fire Service, you're never going to get 30 people together and have them agree on one single thing. There's going to somebody that's going to disagree, not going to like what's going on. He stated he is a part of that, there are things he doesn't agree with, but he goes forward because that's what the group decided to do. When you have that disagreement and it festers and it festers so bad like a lump of cancer that it goes out of control, that's what he is referring to. Rogers stated it's not that they can't have controversy, you have it all the time and in everyday life. It's the fact that without strong leadership, he was not going to make a huge difference. As a matter of fact, he would have felt going to Station 1 at this time that he would have been targeted down there too.

Ronning stated this is not a trick question but this is a matter of chain of command and following directions. He stated he has gone through all of the e-mails and threatening and bullying and things with no description. Ronning stated he is a retired UAW union guy so he is sympathetic with some of these things and how it goes but you can't just say, 'It was no good. That guy didn't like me or something.' Ronning asked what happened and stated if you don't have facts, dates, times and things, it's kind of an empty complaint. He felt that is lacking in what he is relying on in the package for the Council. Ronning noted Rogers mentions a group decision that he would follow through but he chose not to follow through from the top of his leadership.

Rogers stated he would refer to the incidents that he was basically stating there without anything backing it up is what happened a year ago. From that point on, it has not been a good atmosphere around here. He stated he has tried to make due. He stated to have you read it, to be honest, it would have been a thick packet and he thinks the Council would not have read the whole thing. He thinks the Council would have gone for the CliffsNotes part of it. Rogers stated he focused on what was current. To have an incident come up like that and explain it, he honestly doesn't know if everybody would completely understand. Rogers stated he has to live it.

Ronning asked Rogers if he brought those concerns up to Chief DuCharme? Rogers answered yes, several times. Ronning asked on the day that you rejected the assignment? Rogers stated the day he rejected the assignment, that was to stir a meeting. He asked the Council to keep in mind this was supposed to be done August 1st. All of this had transpired before that date so there's nothing that said he wouldn't have changed his mind to go back down to Station 1 by August 1st. Rogers stated it surprises him how fast this process took to go from a suspension and termination. He stated a Major Offense is all in interpretation and if you look at the by-laws that he has, it really refers to life safety.

Davis noted it also says insubordination, Jim. Rogers added with life safety. Davis stated no, that's separate from life safety. Rogers stated basically the way it's reading is it is supposed to protect what? Davis stated it's supposed to protect things where you're given a directive and assignment and you refuse to do it. That's a gross dereliction of duty, I think, in the opinion of most people that have read this. That's the incident that we're really discussing. If there's insubordination here, it may occur again.

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Rogers stated with all due respect, Mr. Davis, where's the other insubordination noted in my file. Davis stated there is no previous insubordination and there really doesn't have to be because once you start the pattern, where does it end. That's the question that you have to convince us or the question we have to have answered, in my opinion.

Rogers stated the question to him, as Davis is stating it, there wouldn't be an issue. The issue is that toxic environment and basically his safety. He asked so what does it come down to? If he's given a direct order to go into a fully involved house that's burning and he's told that somebody's inside of it but he knows deep in his heart it's a recovery, do you think I can refuse that? Or does he risk his life? Rogers stated that is what he is getting at. There are differences. This is not a full scale that he completely and absolutely will never listen to an order again. It's not there. Rogers stated he has been in this too long to know that out on a fire scene, an emergency scene of any sort, when an order's given, you have to make that educated level of decision. If his safety is at risk, you have to throw up a flag. If it's explained to him different and he understands then he will go forward with it.

Ronning stated just so you understand, that policy says 'and or' and each one is separated by an apostrophe. That makes each one individual. It is an 'and or' so you don't have to have all of them. You can have just one of those fit the target. Rogers stated what he would say to that is never once in that conversation at that meeting with the three Chiefs did he ever, ever take it as a directive or an order. It was almost like a gentlemen's agreement. It was this is what we're thinking about doing and I sat there for a moment and I thought about it and then this whole list was given to me about why and I agreed to it. What occurred after that, I had no control over but then I started to see what kind of a situation that would put me into. That's why I stopped it. If there would have been a meeting that I could have talked to Chief DuCharme about this directly and been very up front with him about my concerns, I think something could have been worked out. There's no doubt in my mind.

Ronning asked would Station 1 be similar to a burning house with a directive to go in when you know it's a recovery instead of a rescue? He also asked what endangerment were you in? What harm were you facing by Station 1? Rogers answered no support, no backing, having no idea if I was going to go into a situation that somebody would be there. Ronning asked and you knew that before you got there? Rogers answered yes, undoubtedly. There is attitude down there that is unprecedented when it comes to the safety of others.

Voss stated can we pause for a moment because you've shifted your discussion from one individual and your concern over your safety because of one individual's actions to what you just said is the entire Station 1. That's exactly what you just said Jim. Rogers stated okay, well, one person that I'm referring to actually has a following. He stated he is not saying it's the whole Station, he can't. Rogers stated Voss is right and he apologizes for that. But it's the feeling that you go down there without that support. Rogers stated he knows for a fact Station 2, when he is there, they are all in it together. There is no individualism, nothing, and that's by, in his opinion, strong leadership. We do have it at Station 2 but what he doesn't understand is when he has a concern, when he said he didn't want to go down there, that there was no discussion. It was like somebody licking their chops at a steak and just dove into it. Rogers stated he does not understand why this couldn't have been discussed.

Voss asked, with what Rogers just said about being concerned for his safety, how much concern do you have for safety of others at Station 1 if that's the situation? Rogers

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answered you will never ever catch him saying that he will not be there to back up a brother or sister firefighter, never once. He stated he took an oath, a very deep oath, and there is no way he would ever back down on that. Voss stated okay.

Ronning stated for an example and nothing else, he did arbitration and represented the union in arbitration for ten years. So, they'd have an arbitrator and if he was that arbitrator listening to what Rogers said, he would ask why didn't he just ask for the meeting? Why did he put himself in harm's way instead of asking for the meeting? The arbitrator would have asked that. Rogers agreed an arbitrator would have. Ronning asked what would your answer be? Rogers stated his answer would be that he would be at that meeting. Ronning stated the question is, why would you put yourself in harm's way by rejecting, refusing the instruction, and then say you did that to create a meeting? Rogers answered because with the process that's put forth in our by-laws, it would spark a meeting. Ronning asked what process is there in the by-laws that says if he wants a meeting he just refuses something? Rogers stated it's a grievance. Ronning stated it's probably called a grievance but you don't have a grievance procedure without a contract. Rogers stated it does state it in our by-laws and policies. Ronning stated okay and it is a good way to address it. It is a good outlet, a good tool.

Mundle stated he was curious about proper procedure, noting Rogers did agree to go to Station 1. Rogers replied yes. Mundle stated and you refused by sending an e-mail. He asked what would have been the proper procedure? To say, 'No, I don't want to go to Station 1?' Would it have been to, perhaps, approach Chief DuCharme and ask him, 'Can we talk about my transfer to Station 1. I don't know if I agree with this anymore.' Rather than flatly refusing. Rogers stated for what occurred, it was probably emotion that drove that e-mail. Rogers stated he is not denying what Mundle is saying would have been the proper thing. He explained when he says it would have sparked a meeting, that would have been somebody going, 'Hey, let's talk this out. We really do need you down here.'

Rogers stated as much as he could dig in his heels, he can forgive also. He explained some of the things he has been through, he would have figured it would have sparked a meeting or at least a discussion. Not necessarily with all three Chiefs but at least with Chief DuCharme. He felt there's a different way of actually handling the rapprochement, he gets that, but it's a two-way street also. This was all before August 1st when it was supposed to happen and if something would have been put into play, one Chief told him directly that they were going to talk to Jeremy about this whole thing to prevent anything from going on, which in his opinion is recognition that something is going on. That's the only way he can describe it. Rogers stated he doesn't expect any one of the Council to understand completely where he is coming from. That would be ludicrous to even assume. Rogers stated he does live it and this is how he feels. When he brings this forward and when he's mentioned things down the line about little things that are going on, disrespect, a lot of things and it goes unheeded, that's troublesome to him, very troublesome.

Mundle stated I understand what you're saying but we may be getting into two separate issues. One of possible insubordination and second of other issues that Rogers may have. So, we're here to ask questions and try to find out if insubordination did occur, not why it did.

Rogers stated if it was a directive, a true directive, a true order, we would not be standing here right now. I will assure you of that. I did not take that as a directive or an order. The reason I didn't take it that way is because it was like a gentlemen's agreement.

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Mundle stated but you had an assignment and you agreed to it. Rogers stated if you had been in the meeting, I feel you probably would have taken it the same way. It wasn't anything of this is what is going to happen. It was this is what we're thinking about doing by August 1st because we need the numbers here. And, the spin-off to that was after all of this occurred, I started thinking about response times. Rogers asked what good is he, 14 minutes out from Station 1 and all the trucks are gone?

Mundle stated he doesn't know but that's not what we're here to talk about either. Rogers stated I get that but I have to look at the total scope of what is occurring and that is what I was trying to do. I was trying to look at that total scope. Rogers stated he doesn't know if any due diligence was done to figure out his response times. Mundle stated they are all excellent questions to ask but not at this hearing. Rogers stated he has to throw it out there because that's where he's sitting.

Davis stated let me address that real briefly and maybe we can get this off the table. He stated he has been told the response times were evaluated and they were made to the ones to get there the quickest. There's nothing perfect. Davis stated the other question to be asked is what does Station 1 do? How do they respond when they're down in manpower needs? If you're short and you can't answer the calls, another five minutes could make a big difference if you've got extra personnel there.

Koller stated he has been hearing a lot about Station 1 but nothing really specific about what's going on there. Rogers stated it's such a deep issue there he doesn't know if he can bring it up here, to be honest. This is something that occurred over a year ago and it should have been caboshed then but it hasn't been caboshed. He stated he has been trying to focus just on his thing and it just starts to spread. You start looking at every little thing and then you start wondering why it is being done the way it is. Rogers asked so, we need the numbers down at Station 1 so it made sense to suspend one person and then terminate him? I don't get that if you need the people.

Ronning stated you have to go back to the cause when you're making that comment. The cause you are aware of. Rogers stated what he is referring to is that he never ever interpreted it as a directive or an order.

Voss asked was there ever a time you weren't clear what the meaning of the statement was to transfer from 2 to 1? You talk about it not being a directive whether it's in a letter or form or whatever. I assume you are clear right away it is a transfer from 2 to 1. Rogers answered yes, he was clear about that but like he said it was just like a gentlemen's agreement. 'We would like. We are thinking.' Those are the words.

Voss stated then the next day that was communicated, or the next time? Rogers stated the next day it wasn't communicated. Actually, his communication that came out saying, 'Whoa, I am not going to be in the middle of this,' to summarize it, there was no communication after that. It was zip.

Ronning stated there were three instances here. One where you were in some fashion or other recommended, advised, instructed to go to Station 1. That's the first one. The second one is when you contacted and refused. The third one is your second meeting, I believe. I'm not hearing anything about any meetings or discussion about the need for meetings. Ronning stated Rogers is kind of making this tough for finding a way out.

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Rogers stated to be honest with you, when he (Chief DuCharme) actually contacted me for the meeting where he suspended me, I thought there would be discussion. The only thing he (Chief DuCharme) would do is slide this unsigned document to me and said, 'This is all I'm saying.' And, basically walked out of the room. Ronning asked who is 'he?' Rogers replied Chief DuCharme and that is not a discussion.

Ronning asked did you say, 'Can we talk about this?' Rogers stated he (DuCharme) said that's all he was going to say so he knew it wouldn't have been prudent to try to press the issue. Not at that time but he knew he could file a grievance against that suspension.

Ronning stated I don't think this is peripheral but the City puts a lot of money into training and has the highest regard for everything you do and thank you for your service every day. So, it's not something that's taken lightly for us to even have to consider this but I don't see any way out. It's about authority. Ronning stated how many levels of authority you have I don't know. He asked what authority do you specifically have in the Fire Department? Rogers stated as a firefighter EMT just that, firefighter EMT.

Ronning asked are you part of the decision making process? Rogers answered at times. Ronning asked are you part of the authority in the decision making process? Rogers answered not in the authority, only as an advisor. Ronning stated that's kind of it in a nutshell. You have authority to run businesses, to run cities, Fire Departments, and what have you and you just don't have the right to say, 'no.' You go and do what you're supposed to do and then you question it, or say, 'I'd like to discuss this,' or maybe you can get a discussion ahead of time.

Ronning stated the first action isn't to refuse. He asked Rogers do you disagree? Rogers answered he does. Ronning asked if the first action is to refuse? Rogers stated he is not saying that is necessarily the action but he disagrees with how Ronning is saying it. The reason why is because, the best way to put it is when it comes safety or something to your person, even the newest firefighter has a say. If they say, 'Stop. Time out. I don't understand something. Something isn't right here. You're ordering me to do something maybe that I don't even know how to do.' You have to speak up. What you're referring to is no matter what, military-wise, you have to do an order. In some cases, you know what, I agree with you. Especially with my level of training expertise, you don't have to explain a lot to me. Get this done. This is what I need. And, I have the tools and the knowledge to get it done without any direction. In a way, what scares me is that kind of what you're describing to me, in my opinion, is almost an abuse of power. That is doing what he did to this point really is. I'm beside myself. Rogers stated he sits back and I tries to look at it from that side. He even talked to other Chiefs that point blank said, in one case, 'I would be in trouble if I handled it that way.' Rogers stated he was trying to see it from that side. He had asked, 'Why would you be in trouble?' 'Because HR wouldn't allow it. I would be viewed upon as somebody that was targeting or trying to remove somebody for no good reason.' Rogers stated he asked for him to explain and he said, 'There is a process and you have to follow a process and if you had no idea that it was a directive or an order, I would have made sure in a contact after that. You would have been well aware that it was a directive or an order.'

Ronning stated I have a 'what if' for you. I know Chief DuCharme but don't know him really well but if I was him and gave you an instruction and you refused it, I wouldn't know where you'd be the next time I gave you instruction at a fire location or anyplace. One was

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just a simple reassignment to a different Station. Ronning asked Rogers what happens to your credibility? Rogers answered it is always on the situation. What is the situation? In this case, it was a gentlemen's agreement to go to Station 1 just to help them out. He even said it would be temporary and from that point it was like, you know, I can do this. I can help out. Rogers stated he didn't think it was a big deal until all of that stuff occurred by e-mail from a firefighter. That is the center of where he has a problem.

Ronning stated I'm looking at your July 26th letter/note to East Bethel City Administrator, *'Tuesday, July 18th, 5 p.m. I was asked to be at a meeting by'...*oh, no, second paragraph: *'DuCharme stated this, 'We would like you and one other firefighter from Station 2 to Station 1 because we are low on numbers at Station 1.'* Ronning stated Rogers did agree, according to the note, and asked what happened with the other person? Did they go? Rogers stated he was unaware but knew he (Chief DuCharme) spoke of one other person at the time but he was unaware of who that person would be.

Harrington stated there were two other guys that went down to Station 1 that were at Station 2. There was supposed to be three of them. Two other guys reported to Station 1. Voss stated and the other two agreed to the transfer. Harrington stated yeah.

Harrington stated Mark's the boss and can tell you what to do. That's plain and simple. He tells you to go to Station 1, you go to Station 1. Harrington stated he has been there every week almost for being the liaison and does not see any toxic environment. They might not want to talk to him but you can tell if something is going on and there's nothing going on down there. Harrington stated he does not think there's a toxic environment but that might be the way Rogers feels.

Rogers stated what he would tell Harrington is that he doesn't see it because he is a person of authority with another person of authority. Rogers stated he can tell you from experience being down there, it is all hush-hush, everybody is on their best behavior; they're walking on egg shells. It happens. Harrington stated the first week he was down there he was jumped by one of the firefighters so don't say it's because he is an authority. He stated it kind of threw him for a loop so don't say 'authority.'

Voss stated the Council needs to bring this back to the matter at hand and that is the issue of the Major Offense related to insubordination. He stated he has never been in the military but understands a little bit about order and structure in an organization and the minute that insubordination is not a Major Offense in any organization, you are dooming yourself because that is what structure is. He felt for Rogers to say insubordination is not a Major Offense is wrong because if you had orders and just didn't follow orders, why do you have an organization then.

Rogers stated he understands that but to be ordered to, for example, sweep the floor and then something got busy and you didn't do it, does that mean you defied the order? Voss stated we are not talking about that. Rogers stated in a way we are because it's the situation. That's what he is trying to convey and, again, he does not believe the Council will completely understand where it's coming from. He will never say they will completely understand because he would be in a tough seat if seated where the Council is.

Voss stated he appreciates the fact that none of the Council can understand what goes on within the Department. The Council is not part of the Department and not there every week or a number of nights a week. The Council is not involved so the best we can do as

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Councilmembers is gather information, talk to as many people as we can, get enough of a broad perspective as we can, which I believe many or all of us have done. Voss stated the Council is not going to say they understand the ins and outs either but the point that matters seems to be fairly clear. It is that Rogers refused to follow a direct order twice. And, I guess we don't see you disputing the fact that you didn't follow those orders.

Rogers stated no, he's not disputing that because of what the environment is down there. Voss asked because you feel it is an unsafe environment down at Station 1? Rogers replied yes and stated if assurances, he is not saying a contract or anything like that, but if assurances that something would have been put into place to prevent some of those things, it never would have been an issue. Not once.

Voss stated okay and asked if there are other questions for Mr. Rogers from Council? Hearing none, Voss stated okay, thanks Jim. Discussion?

Mundle asked do we have a definition of 'orders?' I would like to see a definition of what an order is being given just so that's clear. Mundle asked does it have to be a written statement? Or, is what transpired between them absolutely an order? Ronning stated if it isn't defined, it isn't as far as what type. Voss stated I think it's whether the communication is clear. It's not hearsay. It's a direct statement, noting eventually it was written.

Mundle stated he does understand that there's an offer and acceptance between the two that the superiors made a suggestion, he (Rogers) agreed to it, and so now that constitutes an order that they both understand clearly. Ronning stated it would be tough to acknowledge and say, 'Okay, I'll be there,' and then on the way decide that no, I'm not going to be there. There's no reference to any contact or anything.

Voss stated the other thing too, with regard to the statement, and I can kind of picture the situation, is when you're in management and you want to move people around. You don't present it to them like, 'You're going there and you're leaving tomorrow.' That's maybe the old way of doing things but you do it in a personal manner and that's what it sounds like the first conversation was. It was in a personal manner.

Mundle stated yeah, ask, see if they had any concerns, no major concerns were brought up, and both parties agreed. Koller stated that's the same as saying, 'Do it.' Voss stated it is but a nice way of doing it so he thinks the message was clear at the first meeting. Koller stated in his position where he works, he deals with a lot of people he doesn't like but he is required to. Voss asked anything else? Staff is looking for direction to the recommendation.

Ronning stated in reference to military stuff, it takes him back and reminds him of some instances where that insubordination might get you shot. When you're taking incoming and you're told, 'Get out and man the guns.' You do it. You don't say, 'I feel threatened.' You get out there and stand out in the open and do what you're supposed to do. That's one piece of it but it's all the same. Ronning stated when authority instructs you to do something, you do it and then you question afterwards. You try to resolve it after.

Harrington asked Jack, what do you need a motion? Davis answered yes. We need a motion or some direction to act on this personnel matter. Mr. Rogers' suspension is up on the 21st or the 22nd so we need some resolution to the matter going forward.

3.0
Consider
Disciplinary
Action
Relating to
Personnel
Matters

Harrington stated I'm going to make a motion to consider termination for Mr. Rogers for insubordination. Voss stated I'll second the motion. Voss asked discussion? Vierling asked Harrington if by 'consider' he means to terminate now. Harrington stated to terminate.

Voss asked discussion? Ronning asked is there any option? Voss stated there's always options. Ronning stated I'd look for some options but I don't see any regret or anything about it. Voss stated I think a big part of this is integrity to the entire Department. When a reasonable order is made and not followed, that can't be continued or tolerated. If we don't have that we don't have order in the Department.

Voss asked is there any more discussion? To the motion, all in favor say aye? **All in favor.** Voss stated any opposed? That motion passes. **Motion passes unanimously.**

4.0
Adjourn

Harrington stated I'll make a motion to adjourn. Mundle stated I'll second. Voss asked any discussion? All in favor say aye? **All in favor.** Voss asked any opposed? Motion adjourned. **Motion passes unanimously.**

Meeting adjourned at 6:58 p.m.

Submitted by:
Carla Wirth
TimeSaver Off Site Secretarial Inc.

EAST BETHEL CITY COUNCIL SPECIAL MEETING

SEPTEMBER 7, 2016

The East Bethel City Council met on September 7, 2016, at 6:00 p.m. for the Special City Council meeting at City Hall.

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

ALSO PRESENT: Jack Davis, City Administrator

1.0 Call to Order The September 7, 2016, City Council special meeting was called to order by Mayor Voss at 6:00 p.m.

2.0 Adopt Agenda **Harrington stated I'll make a motion to adopt tonight's agenda for the City Council Special Meeting. Mundle stated I'll second.** Voss stated any discussion? All in favor say aye? **All in favor.** Voss stated any opposed? That motion passes. **Motion passes unanimously.**

3.0 2017 Prelim. Budget Discussion Davis presented the staff report, noting the 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. The preliminary 2017 General Fund levy of \$4,171,400 is an increase of \$62,100 from 2016. The preliminary 2017 Debt Service levy of \$1,158,500 is an increase of \$16,500 from 2016. In 2017, the preliminary City levy is \$5,329,900 or 1.5% greater than that of 2016. The preliminary General and Debt Service levies must be submitted to Anoka County by September 30, 2016. The preliminary levies can be reduced but not increased prior to the adoption of the final budget in December of 2016.

Davis presented the HRA and EDA levies, noting the preliminary 2017 HRA levy of \$26,600 is \$26,600 greater than 2016. The preliminary 2017 EDA levy of \$97,500 is \$25,522 less than 2016. Overall, the 2017 preliminary levy for other special taxing districts (HRA and EDA) is proposed to increase 0.9%. The preliminary levies for the HRA and EDA must be submitted to Anoka County by September 15, 2016.

Davis explained that for preliminary budget discussions, the HRA approved a budget amount of \$26,600 for 2017. This corresponded with a reduction of \$25,522 for the proposed EDA budget for the purpose of keeping the total of both these special levies essentially budget neutral. The current HRA account balance of \$723,135 has been committed to fund the utility project cost of the Phase I service road. Utilization of these funds for that purpose is anticipated to reduce the fund to approximately \$100,000 by end of 2017.

Davis noted the City Council expressed an interest in replenishing the HRA fund and requested information on the effects on the proposed 2017 levy should the HRA levy be increased. The EDA and HRA levies are combined for tax purposes and are listed as Special Levies on the County tax ticket that taxpayers will receive in November. This levy is separate from the City, County, and School District Levy. The total proposed levy for the both the EDA and the HRA is \$124,100 for 2017. With no change in the proposed levy, the EDA/HRA special levy would remain the same as 2016 and the overall City levy increase would be 1.5%.

2017 Prelim.
Budget
Discussion

Davis referenced a chart in the meeting packet depicting incremental increases should City Council consider increasing the HRA portion of EDA/HRA levy for 2017. A \$10,000 EDA/HRA increase would increase the City's levy by 1.7% and an increase of \$50,000 would increase the City's levy by 2.4%. Staff is seeking Council direction for the EDA/HRA levy for the 2017 preliminary budget and/or other changes to the General Fund budget.

Voss noted with no EDA/HRA increase, the City's levy would increase 1.5%. Davis confirmed that is correct.

Mundle asked about increasing the HRA to \$26,000 and decreasing the EDA by \$25,000 and whether it would have an effect on the EDA. Davis explained it would not impact the EDA's activities in 2017 because there are carry over funds available for the EDA. Mundle asked if the HRA already had a budget of \$26,600 to cover administrative costs and the proposal is to increase it by an additional \$26,600. Davis referenced a chart that showed the percentage of increase based on \$10,000 incremental increases. He stated it had been discussed to increase that amount by up to \$50,000 but the City Council had wanted information on the levy increase based on incremental increases. Mundle stated the HRA's current budget is \$26,600 to cover the administrative costs so at this point, the HRA fund would not be replenished after the \$700,000 has been used for utilities. Davis stated that is correct as the current funds only cover 2017 administrative costs. Mundle stated then if the City Council wants to replenish those HRA funds, it would have to consider an increase in the levy.

Ronning stated I move to approve the HRA/EDA Preliminary 2017 Levy as identified in the staff report with an HRA levy of \$26,600, which is \$26,600 greater than 2016, and an EDA levy of \$97,500, which is \$25,522 less than 2016. Koller stated I'll second.

Voss asked about the net balance in the HRA fund after the service road project is completed. Davis stated it is anticipated that approximately \$100,000 will be left in the HRA fund at the end of 2017, assuming that the remaining bond fund balance would be applied to the utilities project. Voss stated that is different than previously discussed as it had been thought the entire amount would be needed for the utilities project.

Voss asked if there is a sunset date to use the bond funds. Davis replied the bond funds have to be spent as soon as practical and the City is now at the point of closing out the Castle Towers Decommissioning and Force Main Project.

Ronning asked for an explanation of the City's obligations as it relates to the bond funds. Davis explained they are the remaining bond funds from the sewer project and they must be spent on infrastructure (utilities) as they were Build America and RZED Bonds designed for economic stimulus. He further explained there are funds left over because the water treatment aspect of the project was scaled down, saving about \$4 million.

Voss stated he can't think of a better project for these funds. Davis agreed and stated if the bond funds are committed, they could be spent first so they are off the books with the HRA funds paying for the balance. Voss stated this would accomplish the project and leave funds in the HRA fund for future projects.

Mundle asked how future projects can be accomplished if costing over \$100,000. Davis explained there are a number of methods including bonding, borrowing, or interfund loan

2017 Prelim.
Budget
Discussion

with a repayment schedule including interest. He noted the option of an interfund loan requires discipline to assure the funds are repaid according to the schedule. In that case, the City would receive the interest payments instead of paying those funds to another entity. Davis stated a first step he would recommend is to make a commitment to start replenishing the HRA fund and look at it again at the end of 2016 to see what funds are available.

Ronning stated the HRA prior to now has been, generally speaking, inactive and this will give the City the opportunity to create a fund to address housing projects and improving blight. Davis indicated concern has been expressed should the County could say the fund has remained inactive and this would be a basis for a claim by the County to regain control of the Authority. He stated an action by the City Council to use those fund on the utility project would firmly establish the fact it is an active HRA and use of the funds could stimulate certain types of senior housing. Ronning stated if Anoka County HRA took over the City's HRA funds, the City Council would no longer be able to make the decision on whether the HRA levy should or should not be increased. Instead, Anoka County HRA would make the decision on how much to levy against East Bethel.

Mundle stated if the City Council sets the HRA levy to gain money, the City can then spend it directly back into East Bethel versus Anoka County setting the levy for use within the boundaries of the County. Davis agreed, noting the City had sued Anoka County to be removed from the umbrella of the County HRA. In the past, the HRA funds were earmarked for the City but the City needed to obtain Anoka County HRA permission to use the funds. Also, Anoka County HRA charged a 15% administrative fee annually and in the past, Anoka County HRA always levied the maximum amount.

Ronning stated support for the City Council to maintain control of its HRA fund and activities.

Mundle noted the motion on the floor is to only replenish the HRA fund to cover administrative costs. He stated support to consider an additional amount for the HRA fund, even if only \$10,000, to start replenishing that fund. Ronning agreed and stated it has been previously discussed that additional funds are needed for the HRA fund so projects can be completed. Voss stated there is \$100,000 in the HRA fund and if those funds are not spent and \$26,600 is levied in 2017, then at the end of 2017 there would be \$100,000 remaining in the HRA fund. Davis explained how administrative costs for the HRA fund had been covered in the past. It was noted the preliminary HRA/EDA levy has to be submitted to Anoka County by September 15, 2016, so a decision is needed tonight.

Voss stated staff is asking the City Council if it supports increasing the net balance of the HRA fund. **Mundle stated I'd like to amend the motion to increase the HRA levy of \$26,600 to \$36,600, effectively increasing it \$10,000. Koller stated I'll second.** Voss asked any discussion on the motion to amend? To the amendment, all in favor say aye? **All in favor.** Voss asked any opposed? That motion passes. **Motion to amend passes unanimously.** Voss asked any discussion on the amended motion? All in favor say aye? **All in favor.** Voss stated any opposed? That motion passes. **Motion as amended passes unanimously.**

Davis asked if there are other questions on the preliminary 2017 budget. Harrington stated residents are questioning the 22% increase in the Community Development budget. Davis explained that increase is a result of eliminating the category for Central Services and assigning those costs out to the responsible departments. So, even though there may be a

2017 Prelim.
Budget
Discussion

22% increase in the Community Development budget, it is a zero impact overall as it was eliminated somewhere else in the budget. Also, the Community Development budget allocates \$28,000 for the City's portion of the Comp Plan update.

Voss asked with the 1.5% levy increase, what portion is due to costs beyond the City's control (salary increase, bond payment increases, PERA, Sheriff's contract). Davis stated the nondiscretionary items probably constitutes most of the increase as the budget includes no new spending. Voss stated the increase in the Community Development budget was a result of shifting costs from one category to another within the budget.

It was noted the Council will take action on the budget at tonight's Regular Meeting.

**4.0
Zoning
Ordinance
Amendment
Discussion**

Davis presented the staff report and recommendation of the Planning Commission, from its July 26, 2016, meeting, to consider proposed changes to sections of Appendix A, Zoning Code. Davis presented and described the proposed revisions to the following sections as detailed in the meeting packet: Section 48, Light Industrial District; Section 24, Exterior Storage; Section 23, Screening; and, Section 9, Definitions. He explained the proposed changes would not alter any Light Industrial zoning designation, but would align the standards of the Zoning Ordinance with the objectives and intent of the 2008 - 2018 Comprehensive Plan. It was noted that at the time discussions related to the Comprehensive Plan update commence in 2017, other categories for industrial use, transition industrial, and/or mixed use industrial/commercial may be considered as part of revisions to the Code during that process.

Davis stated the proposed revisions are viewed as temporary until a final review could be performed during the 2017 - 2018 preparation of the Comprehensive Plan. This change would provide interim protection from uses which may be inconsistent with the Comprehensive Plan and beyond the intended goal of this portion of the Ordinance. Davis asked the City Council to discuss this item and proposed further modifications, if desired.

Mundle referenced Section 48, 1. Purpose, last sentence, indicating: 'This category is aimed towards industrial uses that are lower in intensity of activity such as offices, warehousing, research laboratories, and light manufacturing.' Mundle stated there was discussion about keeping manufacturing to the interior of buildings and asked if language has been included to address that aspect. Davis advised it is addressed further on in the ordinance.

Davis stated staff has reviewed this language and found additional changes that need to be made so staff is not requesting approval tonight. He explained the ordinance was redefined to reflect more of what light manufacturing and light industrial is, especially in relation to what is proposed. He felt the proposed list was consistent with the Comp Plan. Davis reviewed the changes made to permitted uses, accessory, and conditional uses. He noted the old ordinance, under conditional uses, allowed commercial kennels as a conditional use in the light industrial zone. Davis questioned whether this is a wise use of industrial property.

Voss stated he assumes commercial kennels are not conditional uses in other zoning districts. Davis stated they are conditional uses within B-2 and B-3. Voss stated the questions is whether commercial kennels are the best use of industrial property and he can see that point.

Zoning
Ordinance
Amendment
Discussion

Ronning referenced permitted uses, noting it includes brewery and tap rooms. He asked whether industrial, condominium, multi-tenant structure would be for housing. Davis stated it is not and would be something like a building with multiple office spaces that are rented or a building that is an incubator for smaller businesses just starting up. Voss noted industrial condos are more popular. Ronning stated he does not want it to become so restrictive that it is name only.

Ronning referenced the language contained in Manufacturing Light relating to use exclusions, including parks. Davis explained that public facilities would be more like things needed from an infrastructure standpoint. Ronning continued review of permitted uses for various zoning districts.

Mundle suggested including a definition for public facilities. Ronning stated he thinks that is needed for more than just public facilities, noting that could include a public bathroom at the soccer fields, which is hardly industrial. Mundle stated it can be addressed by including a definition. Davis explained this language was in the old ordinance and the City wants to make sure the changes are done correctly and protect the City from uses that may not be suitable for certain areas. Ronning stated the City also does not want to confuse things.

Mundle asked about changing the words ‘public facilities’ to something more aimed at water tower buildings or public infrastructure buildings. Voss agreed, noting it could also include maintenance facilities and it is fairly common to have public facilities within industrial areas.

Ronning stated as it is worded, these are the only things that can be in an industrial area. They are limitations and if you don’t have public facilities, fire stations, or some other thing listed in there, you can’t have them. Ronning stated you don’t want to have property designated unusable.

Voss noted the public facilities discussion started with not wanting parks in industrial zones. Ronning stated he did not bring that up but a public facility could be a bathroom on the ballfield. Mundle stated that was the reference to parks.

Ronning stated he is suggesting to not confine or limit things to an extent that there will be a problem. Mundle stated he does not think that’s the case because the language also states, ‘or similar uses to those permitted in this section as determined by the Planning Commission and approved by City Council.’ Mundle noted there is still some ‘wiggle room’ of what can be put in if approved by the City Council. Davis agreed that gives flexibility in determining certain uses. He also agreed that public facilities need to be defined to, perhaps, exclude some and parks is a good example.

Mundle supported changing it because if we have public facilities anywhere else in the ordinances, it could be construed as Ronning mentioned, as public restrooms. Then it may become confusing.

Voss suggested changing the word ‘public’ to ‘municipal.’ Koller agreed with that suggestion. Voss stated ‘municipal’ would mean a City function, not that it is open to the public. Ronning stated he is not looking for changes on everything, he just wanted to point out what he saw as conflicts.

The Council agreed to change the words ‘public facilities’ to ‘municipal facilities.’

Zoning
Ordinance
Amendment
Discussion

Davis stated another use under prohibited uses is trucking terminals, which is not yet defined. He supported creating a clear definition of trucking terminals. **The Council agreed with the suggestion of Mundle to request clarification on the difference between trucking terminals and distribution facilities.**

Davis referenced language related to setbacks, side yards, and rear yards, noting the exception if abutting a residential district to require a 60-foot distance. He explained there is no ‘magic’ in the 60-foot distance so perhaps it should be looked at further to assure it is not over restrictive or too lenient. **The Council agreed.** Voss asked if staff has look at what other cities require. Davis agreed that should be done before the final version is considered.

Ronning referenced language indicating that industrial uses within this district are limited to those that do not generate noise, noting it is open to interpretation as well as the issues of odor and vibration. Davis explained the measurement is taken at the property boundary. He stated additional language may be needed indicating, ‘within reasonable/baseline standards.’ Ronning agreed additional definitive language is needed so it is not open to conjecture and to eliminate future headaches. Voss stated any operations that generate noise or odor or vibration basically have to be contained inside the building, when it comes down to it, or it cannot be controlled.

Davis stated staff hopes to accomplish, through the Comp Plan update, to have more than one industrial zone. The other industrial zones can accommodate other uses that may generate a little more noise. However, the City wants to assure the light industrial zones adjacent to residential zones are within the intent of the Comp Plan to not generate any odor, noise, dust, or vibration beyond the property. It is also the intent to be more restrictive in the light industrial zone in such a way to minimize impact on other land uses.

Davis referenced Section 24 relating to exterior storage. For the purpose of tonight’s discussion, there was a proposal that said exterior storage would be limited to the square footage size of the building. Davis noted the language started with the size of the building, thinking it was a reasonable point for discussion purposes.

Ronning asked what is the zoning along 181st Avenue to County Road 22, on the east side of Highway 65? Davis replied business, B-2, B-3.

Davis noted the language limits all outdoor storage to the rear yard and to not exceed the square footage of the building or 12 feet in height. There is one provision for the light industrial district for construction yards. It also restricts exterior storage to no more than 50% of the rear yard. He suggested that restriction be changed to match whatever size relates to the size of the building.

Ronning asked how this would impact the Polaris dealer, trailer sales, and boat sales. Davis stated those instances would probably be restricted in this zone but the Comp Plan process may create two or three different industrial zones. He explained the B-2 district limits exterior storage to 100 square feet, which is the other extreme.

Koller referenced Attachment 1, maximum building height of 50 feet from the ground level, noting that is almost five stories. He asked if that would require the Fire Department to have a ladder truck. Davis agreed at some point it could; however, Isanti and Ham Lake

Zoning
Ordinance
Amendment
Discussion

have ladder trucks and through mutual aid agreements between the Fire Departments, there would be a response time of about 15 minutes. Koller commented as long as the City has access to a ladder truck and does not have to purchase one. Davis estimated a ladder truck cost about \$1 million. Ronning stated they won't all be 50-foot tall buildings.

Davis referenced Attachment 3, screening regulations, noting it ties screening back into exterior storage. He then referenced the definition section and stated these are some of the changes staff would like to see. He recommended the City Council direct staff to prepare a clean ordinance draft for discussion and possibly action at the next meeting.

Voss stated this will be looked at again next year during the Comp Plan update. Davis concurred and explained this action is considered temporary and will provide protection until the zoning is reviewed and the Comp Plan is updated.

Voss stated this has been discussed, maybe five times, by the City Council. He suggested the Council contact staff if they have additional questions or suggestions. Koller referenced Attachment 4, Page 2, noting a typographical error under the all-terrain vehicle definition and asked staff to change 'cubic inches' to 'cubic centimeters.' Koller stated with the dry weight of under 900 pounds, most of the side-by-sides now weigh more than that so it may have to be updated. Davis stated he will obtain more information on that issue.

The consensus of the City Council was to direct staff to prepare a final version for the Council's review and action on September 21, 2016.

**5.0
Adjourn**

Harrington stated I'll make a motion to adjourn. Mundle stated I'll second. Voss asked any discussion? All in favor say aye? All in favor. Voss asked any opposed? Motion passes unanimously.

Special Meeting adjourned at 6:57 p.m.

Submitted by:
Carla Wirth
TimeSaver Off Site Secretarial Inc.

EAST BETHEL CITY COUNCIL MEETING

SEPTEMBER 7, 2016

The East Bethel City Council met on September 7, 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
Pat Sweeney, City Attorney

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

2.0 Pledge of Allegiance The Pledge of Allegiance was recited.

3.0 Adopt Agenda **Harrington stated I'll make a motion to adopt tonight's agenda. Ronning stated second. Voss asked any discussion? All in favor? All in favor. Voss asked opposed? Hearing none, that motion passes. Motion passes unanimously.**

4.0 Presentation
4.0A
BR&E
Quarterly
Report

Doug Welter, EDA Member and Business Retention & Expansion (BR&E), presented a quarterly update and thanked the City, Connexus Energy, the University of Minnesota, and the East Bethel Chamber of Commerce for their support and partnership. He read the five high-level goals of the BR&E Program and presented an activity flow chart noting they are currently on the implementation phase. He stated the project teams started after the April commencement meeting and reviewed the projected timeline. Welter stated the names of those serving on the Leadership Team and indicated that Michael Darger is currently the University of Minnesota contact. He stated interview and data analysis resulted in emerging strategies to improve business retention and expansion through business assistance; upgrade of telecommunications/broadband services; improve the livability and conditions of doing business within East Bethel; and, improve communications between City entities and business. From that they rated areas of high importance and identified what is being done well and what needs action.

Welter stated from there, they formed three project teams: Broadband Project – Connect 17; Communications Project; and, Recruitment Project – EastBethelJobs.com. Welter displayed slides identifying the membership of each team and described their vision, goals, strategies, and activities to date. Welter announced the inaugural session of the Building Business Success Program will be held at the Senior Center on September 8, 2016. It will be a joint session of the Chambers of Commerce from Ham Lake and East Bethel to explore tools and tactics for turning ideas into results. This initiative will continue between the two Chambers to develop expertise in being more successful, which is the overall goal of the BR&E process.

Welter stated the next steps for the teams will be to progress toward their identified goals, set new goals as the process moves forward, measure activities and results, and to set up progress report on a regular basis. He stated the teams will meet quarterly and then a presentation will be made to the City Council.

4.0A
BR&E
Quarterly
Report

Ronning asked if he knows how improvements/benefits/expansions will be measured and recorded. Welter stated not specifically because each team is tasked to decide how they will monitor and gauge success and how they define success. As yet, they have not gotten that result but it has been discussed. One consideration will be how local businesses feel about the program, about what has been implemented, how well the jobsite is used, how many students are involved with local school programs, those kinds of things.

Ronning asked whether this information is available on a website. Welter stated that is a great idea and perhaps it can be incorporated as a link on the Chamber of Commerce website rather than creating a new website.

The Council thanked Mr. Welter for the thorough presentation and stated the entire program is very impressive, which works only through a lot of dedicated volunteers.

An audience member asked about the purpose of the BR&E. Welter explained it is to find how to improve the retention of existing East Bethel businesses and help those businesses expand and be more successful. Its purpose is not looking to attract new businesses.

Voss stated the City has received a lot of feedback over the years asking about the businesses that are already here and the City wants to make sure they are not forgotten. That is the focus of this program and its success will help everything. Mundle agreed the success of this program means success for the businesses in East Bethel and the more successful they are, the more it will attract new business to the City.

4.0B
2017 Prelim.
Levy and
Budget

Davis presented the staff report, indicating 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 budget. 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.

Davis stated staff recommends adoption of the HRA and EDA Levy and Budget by Resolutions 2016-46 and 2016-45 and submission to County on or before September 15, 2016. **Mundle stated I'll make a motion to adopt the HRA and EDA Levy and Budget by Resolution 2016-46 and Resolution 2016-45. Koller stated I'll second.** Voss asked any discussion? Voss noted the Council was provided with updated resolutions prior to this meeting based on the Special Meeting consensus to change the levy for the HRA. Voss asked any other discussion? To the motion, all in favor say aye? **All in favor.** Voss asked any opposed? That motion passes. **Motion passes unanimously.**

Davis stated staff recommends adoption of the Preliminary Levy and Budget by Resolution 2016-44 and submission to the County on or before September 30, 2016. **Harrington stated I'll make a motion for adoption of the Preliminary Levy and Budget by Resolution 2016-44 and submission to the County on or before September 30, 2016. Koller stated I'll second.** Voss asked any discussion? To the motion, all in favor say aye? **All in favor.** Voss asked any opposed? Hearing none, that motion passes. **Motion passes unanimously.**

4.0B Davis stated staff recommends setting the Final Levy and Budget Date by Resolution 2016-
2017 Prelim. 43. **Mundle stated make a motion to set the Final Levy and budget date by Resolution
Levy and 2016-43. Harrington stated I'll second.** Voss asked any discussion? All in favor of the
Budget motion say aye? **All in favor.** Voss asked any opposed? That motion passes. **Motion
passes unanimously.**

5.0 Jerry Lancette, 356 196th Avenue, stated when the County Assessor was here to talk about
Public property taxes, a couple came forward because their property tax increased significantly
Forum because they replaced a rotted deck with a new deck. He stated that couple had asked the
Assessor several times why their taxes got so high and the Assessor said something like he
City Assessor had been there a couple of times and noticed the shrubs were trimmed, grass cut, and the
yard looked nice. Lancette stated that made him ask himself if he didn't care for his grass,
his taxes would not go up. Then the Assessor broke down the tax rates based on the size of
parcels. The couple said they had 4.9 acres and the Assessor said he rounded up. Lancette
took exception to that comment and opined that kind of flippant attitude from a person in
charge of saying what the property value should be looked into.

Met Council Lancette stated he also wanted to talk about the agreement reached between the Met
Reserve Council and City on the huge amount owing on the sewer and water. The article said the
Capacity ceiling for East Bethel was \$2 million and the rest was forgiven. That was after the vote
Loan Grant was taken on the tax increase implemented for 2016. Lancette stated he has never seen
anything in the local newspapers or the City's website or City newsletter praising the fact
the City was able to accomplish this, which was a great thing to do. However, it seems like
it was on the secret side that the City got a settlement to only be on the hook for \$2 million
because it continued to collect the tax increase for the coffers instead of giving it back.
Lancette proposed that the Council decide to not collect any more from citizenry who is not
hooked up to the sewer since the City no longer owes \$30 million. He also felt that asking
for 2.4% more in taxes next year on top of what is already being collected is robbery by the
government. Lancette believed the City of East Bethel owed it to the community to refund
back that money since the payment is based on \$2 million and no longer based on \$30
million.

Voss explained the agreement being referred to between the Met Council and City focused
on potential future costs. The agreement reached wiped out that potential and put a cap on
it. Mundle stated this relates to the Reserve Capacity Loan. Davis explained there were
two components. The first component was the City bonded for \$18 million for
infrastructure improvements. That's what the payments were going for. The second
component was money the City would owe the Met Council by 2040. That is what the City
got the \$2 million cap on. Davis clarified that the City is not making any payments on that
now. The payments being made now are for bonds for the water tower, water plant,
collection sewer lines, and the water distribution lines. The agreement achieved with the
Met Council released the City from potential liability for up to \$30 million in debt by 2040
and caps it at \$2 million. Voss agreed this was a huge deal for the City and it was
publicized in the newsletter and articles. Ronning stated these events are well into the
future of any current tax levies at the time.

City Assessor Ronning asked Lancette if he had a question relating to his first point. Lancette stated it
was not a question, it was his observation. He stated he had also talked to the Assessor
about his tax increase but they didn't see eye to eye. Lancette reiterated his concern with
the comments made by the Assessor as he had previously stated.

CST Update Troy Strecker, 23673 Baltimore Street NE, stated he would like an update on the CST application and if there is a time limit. He noted residents have been attending the meetings but it has been three to four months since they have heard anything. He explained he would like to construct a pole barn this fall but not if the CST application is going to go through.

Davis stated it has been four months and three days since the City has heard anything from CST and a call to them approximately a month after their last contact was directed to their attorney. He stated the City Council ordered them to do an environmental worksheet on May 4, 2016, and there is no deadline for them to submit that so he does not know where they are in the process.

Voss asked whether the original application has a sunset date. Davis answered not on the environmental worksheet but the Site Review Plan has to be completed within one year or it expires. If CST does not do anything by May 4, 2017, they would have to start the process over again. Davis stated the City does not know what their intentions are at this point.

Failed Building Inspection for Egress Windows Matt Kieger, 2001 Deerwood Lane NE, stated in 2011 he was struggling but decided to put some money into his house and build up the neighborhood. He pulled permits for siding and windows and worked overtime to get it done. Kieger stated he told the Inspector what he had planned for the siding and windows, put in the windows and did the siding and the Inspector passed the work. Now in 2016, he is ready to move to a larger house and the new City Inspector came out and failed all four windows. Kieger stated he was told by the City to come to the Council meeting to address this issue. He stated he has called the District Attorney who referred him to a website for lawyers, who he called. He was told he had a case but it will cost him a lot of money and the process will be procrastinated so he won't be able to keep up with it.

Kieger stated he tried to do everything by the books and didn't do anything illegal and now his response from the City was that they would talk to the City Attorney. After that conversation, he was told the City can't do anything. Kieger felt a better answer was that the City was partly at fault and offer half or be willing to work with him. Instead he was told he was at fault.

Voss stated he talked to Ms. Kieger and understands the issue is that the windows installed don't meet the egress requirements of the State Building Code. Kieger stated that's correct, the windows are short by an inch, and he's not fighting the Code. He stated the other issue he has is with the three-season porch on his house that was done illegally. The new Inspector told him to put up a wall, which is wrong advice since it is a floating slab and doing so would damage his house. Kieger stated after he explained that to the Inspector, then the Inspector said he would take a second look at it.

Kieger restated he did things the right way, worked with the City, and now feels like he's been 'slapped in the face.' He does not feel right about selling his house and creating an issues for a first time homebuyer. He stated he does not feel that is right but unfortunately he is backed into a corner with no option but to do that.

Voss stated the other aspect of the issue is Kieger is not trying to sell the house but trying to make a rental property from it and that is the reason for the inspection. Kieger stated that is correct and he knows of many homes being rented in East Bethel that have not called for an inspection. Voss stated the City is well aware of that situation.

Failed
Building
Inspection for
Egress
Windows

Kieger stated he understands that a decision is not going to be made tonight but he cannot afford that because he is trying to do something for his family and he can't wait. He stated he has learned from his mistake and knows now you need to read the law and not trust anybody because they are not there for you, even the City Inspector.

Davis explained that Mr. Kieger called about an inspection for a rental license. The Building Official determined the windows do not meet egress standards. Davis stated everything Mr. Kieger has said is accurate. In 2012, a City Building Inspector approved the work with the installation of the windows and siding. That Inspector was wrong. Currently the Code says the egress windows have to have 5.2 square feet of opening and they have to be operable by no special means of instruction or tools. The windows that were installed don't do that so the decision made by the Inspector in 2012 was not the correct decision even for the Code at that time.

Davis stated he had a discussion with Mr. Kieger and his wife and told him he would talk to the City Attorney. The City Attorney gave his advice. Davis stated he told Kieger that staff did not have the authority to sign off on this nor agree to compensate anything so he encouraged him to come to the meeting and present his case so the Council can discuss the matter.

Ronning asked about the window opening and operation. Davis explained the State Building Code says the egress windows have to be full slide up for opening. Kieger stated his windows open 24 inches but it has to be 24 inches wide. Davis stated the maximum opening width is 16 or 18 inches so when fully open, they don't meet the Code requirements for the opening size. In addition, the windows are removable but the Code says they are not egress windows because you either have to have special instructions or tools.

Ronning asked what was the rough opening. Kieger stated this involves four windows and he does not have that information with him tonight but he does have some photos of the old and new windows. Davis stated the photos were provided to the Council. He explained the window width would be fine if the windows opened far enough.

Ronning asked how short is the window opening from meeting Code. Davis stated the windows opened in a range from 13 to 18 inches so it would be 4 to 6 inches short. Ronning stated there is probably a block in the window to prevent it from banging. Kieger stated he removed the blocks and it gave an extra inch or two. Ronning asked if instructions could be affixed to the window. Davis stated that would not meet Code.

Kieger stated he found a paragraph, maybe 33-04, in the Code on the Minnesota Fire Public Safety website saying there is special specifications that could be met or worked out but he does not know where that led to. Davis stated Fire Chief Ducharme also weighed in on this and but he is not aware of that discussion. Kieger stated he had no discussions with Chief Ducharme.

Voss asked Davis if he has suggestions on what the Council is able to do. Ronning asked what the Council would be prohibited from doing. Davis stated the Council would be prohibited from signing off on this as it would expose the City to potential liability. In discussing the matter with the City Attorney, he said in this case the City does not have any legal liability; however, the Council may want to assume the City has some ethical liability

Failed
Building
Inspection for
Egress
Windows

since it was approved erroneously and does not meet Code. Davis stated Kieger mentioned once about splitting the cost to replace the windows, which may be something the Council wants to discuss.

Attorney Sweeney advised it would not be in the City's best interest from a potential liability standpoint to sign off on something the City is now aware does not meet Code. This is based on the standpoint of the City, property owner, renters, or the new owner.

Kieger stated he would not argue that but his family has lived in this house since 2011 based on the City's signature that it was safe for him and his family. Koller asked who was the building Inspector in 2011. Davis answered Emanuel Sackey.

Voss stated this situation of a City Inspector wrongly approving something has probably come up in other cities. Attorney Sweeney stated he has been involved in that type of situation on a couple of occasions, such as with a grading/drainage issue, and in some of those instances the cities have tried to put together a solution in conjunction with the property owner to solve the problem. But, at the same time, the recommendation to fix it may result in the Council setting precedence for similar problems.

Voss stated the role of the City Inspector is to make sure that things are done to Code for the current and subsequent owners. Voss stated when he talked with Ms. Kieger, he had the impression the work was done by a licensed contractor and there is some expectation that the contractor knows what they are doing. Kieger clarified he did the work himself because he couldn't afford a contractor and that is why he met with the City Inspector at the beginning of the project. He stated he is willing to say he is half at fault and asked where the responsibility lies with the City Inspector.

Mundle stated coming from a contractor's point of view, the City can tell a contractor to do something and they can be wrong and the contractor will be at fault. It is not the City's fault. Kieger stated then he goes back to the point that his family was endangered because the City signed off on the permit. He stated his frustration is that the Council does not want to give him an answer because then the City will be on the hook.

Ronning stated the Council does not know what direction to turn at this point. Mundle stated we all sympathize with Kieger. Kieger stated that does no good when he spent money on this and is now being 'slapped in the face' two years later and told he has to redo it. Mundle stated that is part of the risk in doing your own work and it was Kieger's choice to do his own work and rely on the opinion of the City Inspector and to not consult the Code before installing the windows. Instead he went under the advice of the City Inspector. Kieger stated when you pull a siding and window inspection, he would recommend the guy coming out to inspect the siding and windows would know the Code for siding and windows. Kieger stated he is a licensed pipe fitter and deals with this all the time but his point is where does the responsibility lie, asking if the City gets off the hook and only sympathizes with him.

Ronning asked about the size of the windows. Kieger stated there are four windows and he would have to measure them. Voss stated all four windows do not meet Code and this is a 'black and white' issue as the City cannot go against the State Building Code. Kieger stated there is no argument about the Code.

Failed
Building
Inspection for
Egress
Windows

Davis asked Kieger what is his recommendation. Kieger he is torn because he had a dream that keeps getting broken. He stated his option is to protect his family and we should all feel ashamed because his choice is to sell the house but that then passes the buck to the next family that moves in. He stated he had offered an option but was told that wasn't an option so he has already moved on but wanted everyone here to be aware of what they get involved with when they call the City Inspector.

Voss stated Davis had suggested Kieger come to the meeting tonight to present his case but Davis is asking now what he would propose to resolve the matter. Voss stated we all understand the situation and Kieger's feelings on the matter but the question is what he is asking the Council to do. Kieger stated he is willing to do all the labor if the City pays for the material. That would be his proposal and to then have it inspected. Voss asked what the windows would cost. Kieger estimated around \$2,500 for all four windows, not including installation.

Harrington stated he thinks this is a fair proposal and that the City should take a little responsibility as it was a City employee that passed the inspection and now the new City Inspector has failed the windows. He supported the City stepping up to the plate and taking a little responsibility. Ronning stated there is not a legal obligation but there is some ethical obligation. Koller agreed with Harrington's comments.

Voss asked if staff has reviewed the file substantiate what happened with the inspections. Davis stated this has already been thoroughly reviewed and he is convinced the original inspection and approval of the windows was in error. Koller stated it was the City's error. Davis stated the error was approving the windows as egress windows. Voss asked if the rooms were used as bedrooms when the windows were installed. Kieger answered in the affirmative but noted one bedroom does not qualify as a bedroom because the standards require a closet. One room does not have a closet but still does not meet the Fire Code.

Davis stated it appears there is Council consensus for the City to work with Kieger to arrive at a dollar figure. He suggested the Building Official meet with Kieger to review the windows needed and get a price estimate so the work can be done as soon as possible. Davis stated Kieger has estimated the window cost at \$2,500 so the Council could consider a motion to authorize a cost not to exceed \$2,500 and then staff can work out the details.

Ronning stated if there is an official motion, it should be indicated it is a goodwill gesture, not a precedence setting consideration.

Voss asked whether a settlement agreement is needed. Attorney Sweeney advised the Council can move forward based on the factual record from tonight's discussion but he would recommend a signature on a release.

Harrington stated I'll make a motion to approve a goodwill offer for four windows not to exceed \$2,500 contingent up execution of a release agreement. Ronning stated second. Voss asked any discussion?

Ronning asked if the motion is appropriate. Attorney Sweeney advised it is. Voss asked whether the approval is for the actual invoiced cost of the four windows. Harrington stated that is correct. Ronning stated he hopes the windows don't exceed \$2,500 in cost. Kieger stated he can't imagine it would and thinks it will be lower than that amount. Davis stated it will depend on the type of window.

Failed
Building
Inspection for
Egress
Windows

Voss stated I'd like to make an amendment motion to clarify that the motion is for the replacement cost of the windows not to exceed \$2,500 based on the actual invoice cost that will be provided to the City. Harrington stated second. Voss asked any discussion? To the amendment, all in favor? **All in favor.** Voss asked any opposed? **Motion to amend passes unanimously.** Voss asked any discussion on the original motion as amended? Hearing no further discussion, all in favor say? **All in favor.** Voss asked any opposed? That motion passes. **Motion as amended passes unanimously.**

Kieger thanked the Council for its consideration and standing up to the plate. He stated this means a lot to him and it will mean a lot to his wife who felt it would be a waste of time to present their case before the Council.

6.0 Consent Agenda

- Item A Approve Bills
- ~~Item B~~ July 27, 2016 City Council Work Meeting Minutes
- Item C August 17, 2016 City Council Meeting Minutes
- Item D Resolution 2016-47, approving MN Amateur Sports Commission Grant Submittal
- Item E Temporary On-Sale Liquor Permit

Harrington stated I'll make a motion to adopt tonight's Consent Agenda. Koller stated I'll second. Voss asked any discussion? Mundle stated I'd like to pull Item B. Voss asked any other discussion? To the motion to approve the Consent Agenda minus Item B, all in favor say aye? **All in favor.** Voss asked opposed? Hearing none, that motion passes. **Motion passes unanimously.**

6.0B
July 27, 2016
Work
Meeting
Minutes

Mundle noted the minutes stated he was present but had arrived at 7 o'clock. He asked that the minutes note the time of his arrival. **Mundle stated I'll make a motion to approve the minutes from July 27, 2016 with that change. Harrington stated second.** Voss asked any discussion? All in favor? **All in favor.** Voss asked any opposed? That motion passes. **Motion passes unanimously.**

7.0 New Business

Commission, Association and Task Force Reports

7.0A
Planning
Commission
7.0A.1
Viking
Preserve
Concept Plan
& Prel. Plat

Davis presented the staff report, indicating 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.

Davis stated 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.

7.0A.1
Viking
Preserve
Concept Plan
& Prel. Plat

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:

1. The number of lots on the plat was reduced from 60 to 48.
2. The developer is no longer proposing any homes beyond Lot 25, permitting the termination of Taylor Street at this point-
3. Buffering between Viking Boulevard and 193rd Lane will be done with berms and plantings.
4. Ponding areas for storm water detention are provided as required.
5. The developer will provide Outlot C as a buffer and preserve existing trees per the tree plan.
6. The developer will dedicate an additional 15 feet of right-of-way per requirements of the Anoka County Highway Department.
7. Sidewalks and trails are as shown on the site plan.
8. Park dedication fees will be required based on the valuation of the property prior to development not to exceed \$2,000 per lot.

Davis presented information on the current taxable market value, estimated total annual tax generated by the project once completed, and stated 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. He then presented the recommendation of the Planning Commission and staff as detailed in the meeting packet.

Ronning stated move to approve the recommendation from the Planning Commission for 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**

Koller stated I'll second. Voss asked any discussion? Voss asked if Able Street fit the City's grid. Davis answered in the affirmative and stated it has not been used before. Voss asked any other discussion? To the motion, all in favor say aye? **All in favor.** Voss asked any opposed? That motion passes. **Motion passes unanimously.** Ronning commented on the impact of the Army Corps of Engineer's finding to reduce the size of this plat, creating a terrible bind for this developer.

7.0A.2
Prairie Ridge
Final Plat

Davis presented the staff report and recommendation of the Planning Commission, at its August 23, 2016, meeting to approve the Final Plat for Prairie Ridge Estates. In addition, Anoka County Highway Department is requiring an additional ten-foot 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 Street. 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 has been reviewed by the City Attorney and is included in the meeting packet as Attachment 4.

Davis presented the current taxable market value, estimated total tax generated by the parcel once developed, and noted this site is not served by municipal water and sewer and no SAC

7.0A.2
Prairie Ridge
Final Plat

or WAC fees will be collected as these lots are developed. He presented the recommendation of the Planning Commission and staff as detailed in the meeting packet.

Ronning stated move to adopt the Planning Commission recommendation for 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.**
- Harrington stated I'll second.** Voss asked any discussion?

Mundle asked who is constructing the trail, the developer or the city. Davis stated that it will be the developer or a contractor. The developer will pay the park dedication fee but it will not cover the total construction cost so at the last Council meeting, the Council agreed to pay for the difference in the cost. The City will contract for the construction of the trail to either the developer or a low bid contractor with the developer paying \$20,000 (park dedication fees) and the City paying for the balance of the project. Voss noted the project will include trail off this plat and asked whether the extension will be constructed. Davis stated at the last meeting, the Council committed that as part of the approval, the trail could be done in one or two phases. The next phase would take the trail to 226th Lane and the next phase would be from Yancy Street to Zylite Street, depending on what can be work out in the Parks budget.

Harrington thanked Mr. Strandland and Mr. Shaw, noting the City has not considered a Final Plat in nine years and now there are two of them. He stated this is a big step for the City so he wanted to thank both of them.

Voss asked whether the Council received the Final Plat drawing, noting it does not show the trail dedication. Mr. Strandland explained the trail easement has to be by separate document because on the plat you can only dedicate road right-of-way and drainage and utility easements. Voss stated it will be in the Developer's Agreement. Davis stated that is correct.

Voss stated to the motion, all in favor say aye? **All in favor.** Voss asked any opposed? That motion passes. **Motion passes unanimously.**

Davis stated staff recommends the Council consider approving the Prairie Ridge Estates Developer's Agreement as provided in Attachment 4. He indicated Attorney Vierling has reviewed and commented on this Agreement and those comments have been incorporated.

Ronning stated move to approve the Developer's Agreement of the Prairie Ridge Estates as provided in Attachment 4. Harrington stated second. Voss asked discussion? Hearing none, to the motion all in favor say aye? **All in favor.** Voss asked any opposed? That motion also passes. **Motion passes unanimously.**

7.0B
Economic
Development
Authority

None.

7.0C
Park
Commission

None.

7.0D
Road
Commission

None.

8.0
Department
Reports
8.0A
Community
Development

None.

8.0B
Engineer
8.0B.1
Service Road
Wetlands
Credit

Davis presented the staff report and described the Phase 1 Service Road Project from 187th Lane to Viking Boulevard, noting it 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 these credits be purchased from an established wetland bank. The Purchase 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. He presented the anticipated schedule for this project as detailed in the meeting packet. Davis stated staff recommends Council consider approval of the Purchase Agreement for Wetland Banking Credits for the Phase 1 Service Road Project.

Mundle referred to the Purchase Agreement, noting it indicates: the following is a sample of possible purchase agreement for sale of wetland banking credits. He asked if that term applies to the attachment. Davis stated that is correct, it is a template form that everyone uses.

Ronning stated move to approve the Purchase Agreement for Wetland Banking Credits for the Phase 1 Service Road Project. Koller stated I'll second. Voss asked any discussion? To the motion, all in favor say aye? All in favor. Voss asked any opposed? That motion passes. Motion passes unanimously.

8.0C
City Attorney
8.0C.1
Minnesota
Government
Access
Program

Davis presented the staff report, indicating 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 and provides the City Attorney with the same information as the former program. However, the change of programs requires a new portal access and 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. Staff recommends that Council consider approval of the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies.

Mundle stated make a motion to approve the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies. Harrington stated I'll second. Voss asked discussion? Voss asked is there a fiscal impact? Davis stated there is none. Voss asked any other discussion? To the motion, all in favor say aye? All in favor. Voss asked any opposed? That motion passes. Motion passes unanimously.

8.0D
Finance

None.

8.0E
Public Works
8.0E.1
Res. 2016-48
MN Amateur
Sports Comm.
Grant
Submittal

Davis presented the staff report, indicating 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. The City's current edger is gas powered, eight years old, and 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 a resolution. 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.

Ronning stated move to consider approval of Resolution 2016-48 adding an electric ice edger to the City's grant application to the Minnesota Amateur Sports Commission's Mighty Ducks Grant Program. Harrington stated I'll second. Voss asked any discussion?

In response to a question by Voss, Davis explained an electric ice edger is a separate piece of equipment that cleans and levels the area around the dasher boards. Koller asked what's wrong with the current edger. Davis stated it will have to be replaced in four to five years at a cost of \$4,500 in today's dollars. If the grant is approved, the electric edger removes concerns with emissions and would save money in the long run. Voss asked about resale value of the current edger. Davis estimated there may be \$700-\$800 in resale value. Koller asked if this is another case of replacing equipment because of the grant. Davis stated the grant is available and the Council needs to determine if it wants to take advantage of that opportunity.

Voss noted the edger cost substantially less than the electric Zamboni that had previously been discussed for grant application. Koller stated that is true but this consideration is still spending money just to buy something because the City gets help paying for it through a grant. Harrington stated another consideration is losing the liability of gas emissions, same as with the Zamboni. In addition, the City may not get the grant. Harrington stated he agrees with Koller about not spending money but when it comes to this type of liability, he thinks it more than worth considering. Koller stated he has never seen the edger used. Davis stated it is generally used during the day and well before the game starts. He noted stated this is a competitive grant program so there is no guarantee it will be funded. If supported by the Council, staff will add the edger to the grant application.

Voss asked any other discussion? To the motion, all in favor say aye? **Harrington, Mundle, Ronning, and Voss-Aye.** Voss asked opposed? **Koller-Nay.** That motion passes. **Motion passes 4-1 (Koller).**

8.0F
Fire
Department

None

8.0G
City
Administrator

Davis presented the staff report, indicating Ms. Pond has changed the name from Ponds of Hidden Prairie to Hidden Prairie Weddings and Events. He stated the City Council approved a Conditional Use Permit (CUP) on February 17, 2016, for an event center at a site located on 221st Avenue just east of PVS Auto. The CUP was required to permit this

8.0G.1
Hidden
Prairie
Weddings and
Events
Temp.
Easement
Agreement

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 that 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.

Davis stated the Council had 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.

Davis advised of discussions and revisions of the agreement between City staff and Ms. Palm as reflected in Attachment 3. In addition, City Attorney 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 conditions for the Grantee as detailed in the staff report. Davis stated 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, Hidden Prairie Weddings and Events, subject to the conditions contained therein or as modified by Council.

Ronning stated move to approve 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, Hidden Prairie Weddings and Events, subject to the conditions contained therein or as modified by Council. Koller stated I'll second. Voss asked any discussion? Hearing no discussion, to the motion, all in favor say aye? All in favor. Voss asked any opposed? That motion passes. Motion passes unanimously.

Voss stated the City looks forward to having this business. Ms. Pond advised of the timeline stated they plan to be open by next summer. The Council wished her luck and thanked her for bringing her business to East Bethel. Davis stated prior to signature, this Agreement will be revised to reflect the new name.

8.0G.2
Employee
Recognition
Program

Davis presented the staff report, indicating 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. He noted the meeting packet contains the City's Program that was adopted and effective January 1, 2009, that specifies eligibility for employees (full-time, part-time and paid-on-call fire fighters) with five or more years of service for recognition. This program has been inactive since 2010. Davis described what the program provides for recognition. He explained that 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 the Council wishes to resume this

8.0G.2
Employee
Recognition
Program

Program, staff proposes to review the gift award and Annual Employee Event and provide recommendations to City Council at the September 21, 2016 meeting. Staff is seeking direction from City Council as to continuation and/or modification of this Program.

Mundle asked if staff believes there should be different awards. Davis stated he is concerned with providing recognition gifts and would like the opportunity to find out how other cities do this. He stated since 2006 there has not been an annual employee event as it is too hard to schedule and get people to attend. For recognition, he prefers asking them to attend a meeting before the full Council.

Ronning noted staff is closer to people subject to recognition and since this issue is before the Council, staff must feel it is a worthwhile Program to consider again. Davis stated it was brought forward by some members of the Fire Department. Voss stated it was mentioned to him a month or so ago. He stated he served on the Council at the time this Program was implemented but does not know why the Program was never implemented. He noted that since it was considered, the State Auditor has ruled the City cannot have holiday parties and things like that, which may have been a factor. Voss supported having a recognition Program so the question is how to best do it. He suggested input also be requested from staff. Discussion was held on the benefit of recognizing employees and volunteers (fire fighters) for a job well done but perhaps the intervals should be modified.

The consensus of the Council was to direct staff to conduct further research and present a report and recommendation on an Employee Recognition Program at the next City Council Meeting.

9.0 Other
9.0A
Staff Reports

Davis stated on September 12-13, 2016, County Road 26/Gopher Drive will be closed to replace a culvert between 237th and 229th Avenues. Once the culvert is replaced that section of road is scheduled for an overlay from 237th Avenue to Durant Street.

9.0B
Council
Report –
Member
Mundle

Report on
Sunrise WMO
and
Upper Rum
WMO

Mundle reported on his attendance at the Sunrise Water Management Organization and Upper Rum River Watershed Management Organization (WMO) meetings. At the Sunrise meeting, a group presented on issues with invasive species issues with Linwood Lake and asked for direction to help the lake and about possible future assistance. The carp barriers are 98% done and the Anoka Conservation District will be holding an open house sometime in October. The Upper Rum WMO discussed the upcoming 10-year plan, projected annual budget, and opinion of MSA that the Board of Water & Soil Resources (BWSR) wants an annual budget of \$42,500 so the Upper Rum WMO can actually do something. Its current budget is \$17,500. A long discussion was held on whether to increase the budget to \$20,000 to incorporate a couple new things or different studies.

Voss stated it seems like a strange direction for the State to say to spend more money so we know you are doing more work rather than offering projects to do and then telling them to find the funding to complete them. Mundle stated the Upper Rum WMO is pretty conservative and does not want to do anything unless there is a proven issue that needs to be addressed. He explained the concern is that if BWSR does not like the Plan update, it can return it for more work or find the WMO is not doing their duty and dissolve it so the State can take control.

At the request of Ronning, Mundle explained the prevue of BWSR to control the WMOs in the seven-county metro, the preference for local control, and ability of Watershed Districts to tax.

Council Member Koller

None.

Council Member Ronning

None.

Council Member Harrington
Recycle Day

Harrington reported on his attendance at the August 29, 2016, Fire Department meeting, stating they hope to have the water tanker truck at the October Open House. He announced that Recycling Day will be September 17, 2016, at the Ice Arena.

Mayor Voss
St. Andrews Carnival
Sheriff Open House

Voss announced he has been invited to participate in the St. Andrews Church carnival on September 24, 2016, which is a fund raiser, and has volunteered to be in the dunk tank.

Davis announced the Anoka County Sheriff's Office Open House will be September 13, 2016. Voss encouraged attendance, as it is a very interesting event.

9.0C
Other

None.

**10.0
Adjourn**

Harrington stated I'll make a motion to adjourn. Koller stated I'll second. Voss asked any discussion? All in favor say aye? **All in favor.** Voss asked ay opposed? Hearing none, meeting adjourned. **Motion passes unanimously.**

Meeting adjourned at 8:50 p.m.

Submitted by:

Carla Wirth

TimeSaver Off Site Secretarial, Inc.

EAST BETHEL CITY COUNCIL MEETING
SEPTEMBER 9, 2016

The East Bethel City Council met on September 9, 2016, at 11:30 a.m. for the City Council special meeting at City Hall.

MEMBERS PRESENT: Tim Harrington Brian Mundle Tom Ronning

MEMBERS ABSENT: Steve Voss Ron Koller

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

1.0 Call to Order The September 9, 2016, City Council meeting was called to order by Acting Mayor Ronning at 11:30 a.m.

2.0 Adopt Agenda Harrington stated I'll make a motion to adopt tonight's agenda. Mundle stated second. Ronning asked any discussion? All in favor? All in favor. Ronning asked opposed? Hearing none, that motion passes. Motion passes unanimously.

3.0 Comprehensive Plan Contract Discussion Council and Staff received WSB's presentation and proposal for the scope of work for the Comprehensive Plan. The segment on Public Engagement was discussed extensively. Public infrastructure needs and service extensions were discussed in detail. WSB was informed of the City's expectations for the plan.

WSB presented a fee proposal of \$46,000 for their costs for the plan. The fee for the base planning costs is \$40,000. This fee covers the land use, housing, public participation, implementation and assistance components of the plan. The public engagement portion of their services would be an additional \$6,000.

There were no motions relating to any topic of this meeting made or considered by the City Council.

4.0 Adjourn Mundle stated I'll make a motion to adjourn. Harrington stated I'll second. Ronning asked any discussion? All in favor say aye? All in favor. Ronning asked any opposed? Hearing none, meeting adjourned. Motion passes unanimously.

Meeting adjourned at 1:05 p.m.

Submitted by:
Jack Davis
City Administrator



City of East Bethel City Council Meeting Agenda Information

Date:

September 21, 2016

Agenda Item Number:

Item 7.0 D.1

Agenda Item:

Fillmore Street Paving Project

Requested Action:

Consider the paving of Fillmore Street as an addition the Phase I Service Road Project.

Background:

The City of East Bethel plans to construct a service road from 187th Lane and Buchanan St to Viking Blvd via 189th Ave and Taylor St. The service road will upgrade a portion of 189th Ave from a gravel road to paved MSA standards. Fillmore St is an unpaved cul-de-sac with a length of 700' that connects with the portion of 189th Avenue that is scheduled for improvement (see Attachment 1).

A number of residents along Fillmore Street have expressed an interest in having this road paved. The residents of this neighborhood were invited to the Roads Commission on September 13, 2016 to comment on including the paving and utility extension of this street with the Service Road Project. Of the six property owners that are served by Fillmore Street, four were present and none had any objections to the paving and some form of assessment to pay for the work.

There is a potential for cost savings of this improvement by combining it with the larger project and a need to pave this street to compliment the larger project.

Per the City's procedure for requesting paving of gravel surfaced roads, residents are required to petition the City to indicate support of the improvement. As this request will involve drainage improvements and the costs will be higher than a "shape and pave" project, the costs of this work will be specially assessed to the benefiting property owners. Attachment 6 outlines the steps to imitate and complete the petition process.

Two thirds of the residents petitioned the Roads Commission to request a feasibility study for costs and design of the project and the Roads Commission voted to recommend the petition be presented to City Council.

The City Engineer has prepared the costs (see Attachment 3) and the City Council is requested to order a Public Improvement Hearing at the October 5, 2016 City Council Meeting. If there is a good majority the Council will find the improvement necessary and direct the City Engineer to include Fillmore Street as part of the road construction/paving bids for the Service Road Project.

Upon bids being received, the Council would set a Special Improvement Hearing and with the input of the residents to determine if there is still an interest on their part in moving forward, Council would approve the levy of the special assessment, award the bid and proceed with the improvement.

Attachments:

- 1) Location Map
- 2) Lot Frontage Map
- 3) Project Cost Estimate
- 4) Potential Subdivision of the Existing Lots
- 5) City Special Assessment Policy
- 6) City Petition Policy
- 7) Petition for Improvements

Fiscal Impact:

The estimated cost for the street construction/paving portion of Fillmore Street is \$71,371.00.

It has been previous City policy to participate in some degree in paving projects for unpaved roads. Generally, the City has considered assuming the costs for the Class V base material, replacement of culverts, ditch work and associated costs with these items as they are essentially maintenance items that would have been performed regardless of the paving consideration. It has also been past policy to base allocation of the assessment on a per lot basis.

If this policy were continued the estimated costs to the residents would be the paving portion of the project, \$29,280. The balance of the costs, less those amounts that would be covered by the economy of scale of the overall project should not exceed \$37,120. The City's share of the cost would be paid from the City's Street Capital Fund and would be included in the 2017 Streets Capital Improvement Plan. The City would realize additional savings in reduced maintenance costs of a paved road as compared to a gravel road over the life of the project.

Recommendation(s):

Staff recommends that City Council consider the order of a Public Improvement Hearing on October 5, 2016 for the Fillmore Street Paving Project.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____



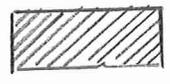
Attachment 1 - Location Map



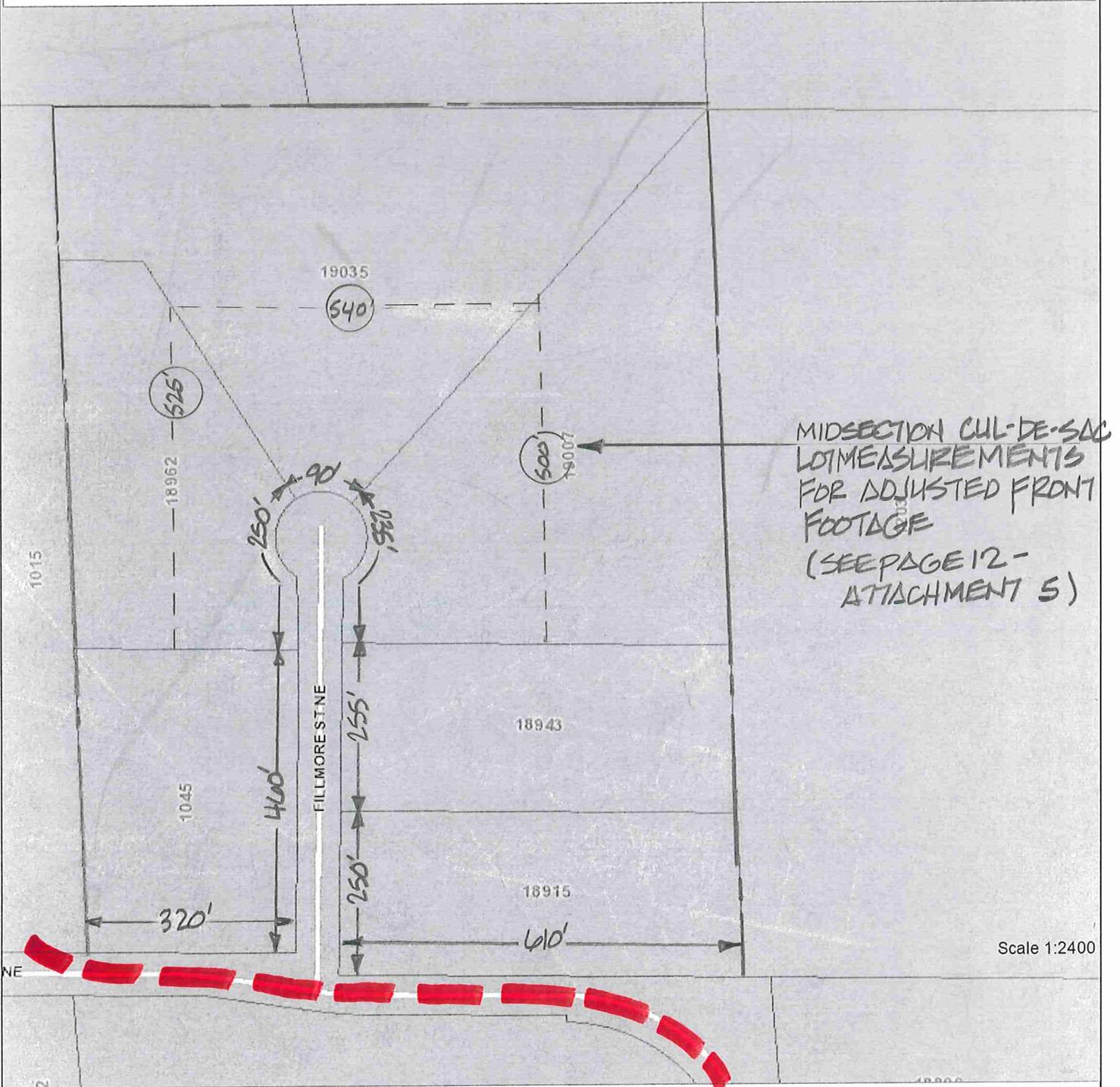
Aerial Photo: Flown Spring of 2014



PETITIONERS FOR PAVING



Attachment 2 - Lot Frontages



Aerial Photo: Flown Spring of 2014



FILLMORE STREET
ENGINEERS ESTIMATE
SEPTEMBER 2016

Bid Schedule "A" - Street Construction

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ESTIMATED UNIT PRICE	ESTIMATED TOTAL AMOUNT
1	MOBILIZATION	1	LUMP SUM	\$2,500.00	\$2,500.00
2	REMOVE SIGN	2	EACH	\$40.00	\$80.00
3	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	60	LIN FT	\$3.00	\$180.00
4	DITCH CONSTRUCTION	400	LIN FT	\$20.00	\$8,000.00
5	TOPSOIL BORROW (LV)	259	CU YD	\$20.00	\$5,180.00
6	SUBGRADE PREPARATION	7.5	ROAD STATION	\$300.00	\$2,250.00
7	AGGREGATE BASE CLASS 5	782	TON	\$15.00	\$11,730.00
8	BITUMINOUS MATERIAL FOR TACK COAT	118	GALLONS	\$3.00	\$354.00
9	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	224	TON	\$57.00	\$12,768.00
10	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	299	TON	\$54.00	\$16,146.00
11	TRAFFIC CONTROL	1	LUMP SUM	\$1,500.00	\$1,500.00
12	SIGN	2	EACH	\$175.00	\$350.00
13	SILT FENCE, TYPE MACHINE SLICED	300	LIN FT	\$3.00	\$900.00
14	APRONS	6	EACH	\$250.00	\$1,500.00
15	CULVERT	90	LIN FT	\$35.00	\$3,150.00
16	TEMPORARY ROCK CONSTRUCTION ENTRANCE	1	EACH	\$1,000.00	\$1,000.00
17	SEEDING	1.3	ACRE	\$750.00	\$975.00
18	SEEDING MIXTURE 25-131	286	POUND	\$3.00	\$858.00
19	MULCH MATERIAL TYPE 1	2.6	TON	\$500.00	\$1,300.00
20	FERTILIZER TYPE 1	650	POUND	\$1.00	\$650.00

Total Bid Schedule "A" \$71,371.00

Bid Schedule "B" - Sanitary Sewer

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ESTIMATED UNIT PRICE	ESTIMATED TOTAL AMOUNT
1	MOBILIZATION	1	LUMP SUM	\$2,800.00	\$2,800.00
2	8" PVC PIPE SEWER	740	LIN FT	\$55.00	\$40,700.00
3	8"X4" PVC WYE	16	EACH	\$130.00	\$2,080.00
4	4" PVC CAPS	16	EACH	\$100.00	\$1,600.00
5	4" PVC SANITARY SERVICE PIPE SDR 26	640	LIN FT	\$21.00	\$13,440.00
6	CLEAN AND VIDEO TAPE PIPE SEWER	740	LIN FT	\$1.40	\$1,036.00
7	CONSTRUCT SANITARY STRUCTURE DESIGN 48-4007 (0-12')	2	EACH	\$3,120.00	\$6,240.00
8	EXTRA DEPTH SANITARY SEWER MANHOLE (>12')	10	LIN FT	\$75.00	\$750.00
9	CASTING ASSEMBLY	2	EACH	\$365.00	\$730.00
10	DEWATERING	1	LUMP SUM	\$20,000.00	\$20,000.00

Total Bid Schedule "B" \$89,376.00

Bid Schedule "C" - Watermain

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ESTIMATED UNIT PRICE	ESTIMATED TOTAL AMOUNT
1	MOBILIZATION	1	LUMP SUM	\$3,000.00	\$3,000.00
2	6" GATE VALVE AND BOX	1	EACH	\$2,080.00	\$2,080.00
3	8" GATE VALVE AND BOX	1	EACH	\$2,860.00	\$2,860.00
4	1" CORPORATION STOP	16	EACH	\$250.00	\$4,000.00
5	1" CURB STOP & BOX	16	EACH	\$250.00	\$4,000.00
6	HYDRANT	1	EACH	\$4,800.00	\$4,800.00
7	1" WATER SERVICE PIPE	528	LIN FT	\$15.00	\$7,920.00
8	6" WATERMAIN	50	LIN FT	\$50.00	\$2,500.00
9	8" WATERMAIN	740	LIN FT	\$52.00	\$38,480.00
10	DUCTILE IRON FITTINGS	800	POUND	\$6.50	\$5,200.00
11	DEWATERING	1	LUMP SUM	\$20,000.00	\$20,000.00

Total Bid Schedule "C" \$94,840.00

Bid Schedule "A" - Street Construction	\$ 71,371.00
Bid Schedule "B" - Sanitary Sewer	\$ 89,376.00
Bid Schedule "C" - Watermain	\$ 94,840.00
Total	\$ 255,587.00

POTENTIAL SUBDIVISIONS
WITH WATER & SEWER SERVICE

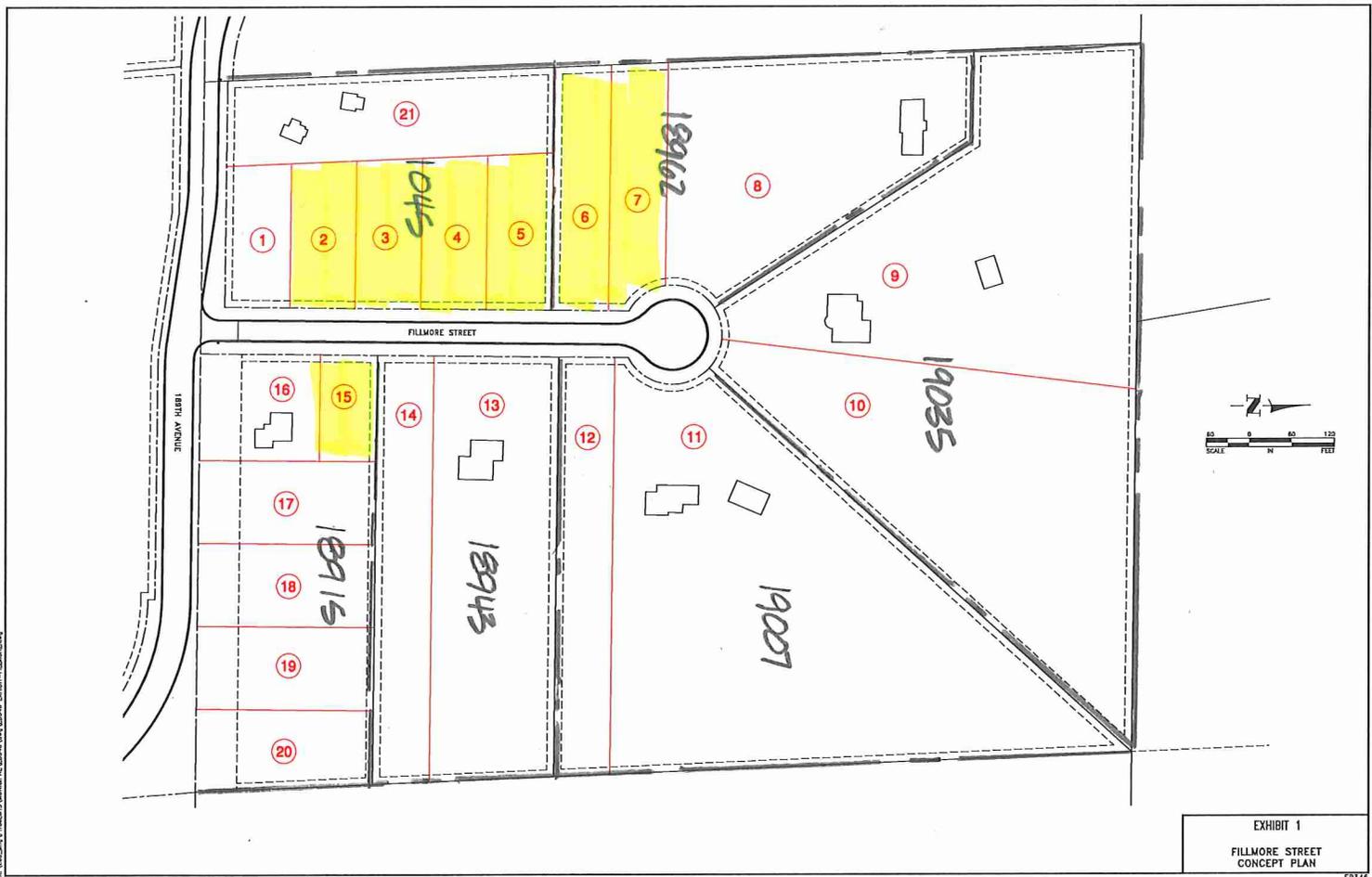


EXHIBIT 1
FILLMORE STREET
CONCEPT PLAN

DEVELOPMENT DENSITIES*

- 1045 189TH - 6-7 LOTS
- 18915 FILLMORE - 6 LOTS
- 18943 FILLMORE 1-2 LOTS
- 19007 FILLMORE 1-2 LOTS
- 19035 FILLMORE 1-2 LOTS
- 18962 FILLMORE 1-3 LOTS

* ASSUMES EXISTING HOMES
WILL REMAIN ON LOTS

LEGEND

- PROPERTY LINES - - - - -
- LOT NUMBERS 18943
- POTENTIAL LOT DIVISION LINES - - - - -
- POTENTIAL LOT DIVISION #'S (5)

CITY OF EAST BETHEL
SPECIAL ASSESSMENT POLICIES
AND PROCEDURES
MANUAL
FOR
PUBLIC IMPROVEMENTS

Adopted: September 15, 2010

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SECTION I

GENERAL POLICY STATEMENT

The purpose of this Assessment Policy is to establish a fair and equitable manner of recovering and distributing the cost of public improvements. The procedures used by the City of East Bethel ("City") for levying special assessments are those specified by Minnesota Statutes (MS) Chapter 429 and Chapter 444 which provide that all or part of the cost of improvements may be assessed against benefiting properties.

Three basic criteria must be satisfied before a particular parcel can be assessed. They are:

- A. The land must have received special benefit from the improvements.
- B. The amount of the assessment must not exceed the special benefit. The exception is the case where the project is 100% petitioned by the property owner(s) and they waive their rights to appeal the assessment.
- C. The assessment must be uniform in relation to the same class of property within the assessment area.

It is important to recognize that the actual cost of extending public improvements to a particular parcel is not the only factor to be considered in determining the amount to be assessed. However, in most cases, the method for determining the value of the benefit to the parcel and therefore the amount to be assessed shall be the cost of the improvement, as long as the cost does not exceed the increase in the market value of the property being assessed. The entire project shall be considered as a whole for the purpose of calculating and computing an assessment rate. In the event City staff has doubt as to whether or not the costs of the project may exceed any value added to the parcels pre-construction value, the City Council may direct appraisals as may be necessary to support the proposed assessment.

The City must recover the expense of installing public improvements, while ensuring that each parcel pays its fair share of the project cost in accordance with these assessment guidelines. While there is no perfect assessment policy, it is important that assessments be implemented in a reasonable, consistent and fair manner. There may be exceptions to the policy or unique circumstances or situations which may require special consideration by City Staff and the City Council. Such special situations will require the City Staff and City Council to use their best judgment in determining an appropriate amount to specially assess for a public improvement.

This assessment policy is intended to serve as a guide for a systematic assessment process in the City of East Bethel.

SECTION II
DEFINITION OF IMPROVEMENTS ELIGIBLE
FOR SPECIAL ASSESSMENT

- A. The following public improvements, authorized by Minnesota Statutes, Chapter 429.021, are eligible for special assessment within the City of East Bethel:
1. Streets, Sidewalks, Alleys, and Curbs and Gutters
 2. Water Systems
 3. Sanitary Sewer and Storm Sewer Systems
 4. Street Boulevard Trees
 5. Street Lights
- B. The City of East Bethel also retains authority to recover, through special assessment, the following:
1. Snow and ice removal from sidewalks.
 2. Rubbish removal and litter pickup from streets and sidewalks.
 3. Weed elimination from street and private property.
 4. Street lighting, sprinkling, dust treatment, surfacing and patching.
 5. Care of trees and removal of deceased and/or unsound trees.
 6. Removal of obstructions, signs or vegetation within the sight triangles of intersections.
 7. Unpaid utility bills
 8. Nuisance abatement
- C. Minnesota Statutes, Chapter 444 permits the assessment of certain fees related to other public improvements. These charges are generally related to costs of general benefits of public utility systems such as wastewater treatment plants, water treatment plants, wells and water storage facilities such as:
1. Sewer Availability Charges (SAC)
 2. Water Availability Charges (WAC)

3. Sewer Connection Charges
4. Water Connection Charges
5. Sewer Area Charges
6. Water Area Charges

This section shall not be construed to limit the City's authority to assess for public improvements pursuant to other provisions of Minnesota Statutes.

SECTION III INITIATION OF PUBLIC IMPROVEMENT PROJECTS

Initiation of public improvement projects can be undertaken in any of the three following methods:

1. A petition signed by the owners of not less than 35% of the footage of the real property abutting the street(s) named in the petition as the location for the improvement.
2. By a petition signed by all of the owner(s) of real property abutting the street(s) named in the petition as the location for the improvement. (This would include a developer's request as permitted by the City's standard developer's agreement or as provided for in the City's subdivision ordinance.)
3. By the City Council when, in its judgment, such action is in the public interest.

SECTION IV PUBLIC IMPROVEMENT PROCEDURES

The following is the general procedure which will be followed by the City Council for all public improvement projects from initiation of such a project through certification of the assessment roll to the County Auditor. Formats for the various reports and resolutions referenced in this section are made a part of the policies and procedures of the City of East Bethel. This process is generally initiated in the fall of the year such that construction activity can begin in the spring or summer of the following year.

1. Staff reviews petition for completion and submits petition with recommendation to the City Council; or, City Council directs staff to initiate improvement process when the public interest is served.

2. If Council determines the petition is complete and that the project is necessary. Council orders preparation of a feasibility report.
3. Staff prepares the feasibility report, or reviews report submitted by another agency to satisfy the statutory requirement.
4. Council reviews, accepts or rejects the feasibility report. If accepted, Council orders a public hearing on the petitioned or proposed improvements.
5. Staff publishes hearing notice and mails notice to the affected property owners as prescribed by statute.
6. Council conducts public hearing and adopts or rejects resolution ordering the improvement.
7. If the resolution approving the project is adopted, Staff prepares final plans and specifications for Council review and approval. If approved, Council directs the project be advertised for bids. Bids are solicited, reviewed and tabulated by staff for Council review.
8. Council awards/rejects a contract based on the bids received.
9. If a bid is awarded, staff supervises construction, prepares payment requests for Council approval, and, when the project is completed, prepares an assessment roll.
10. Council reviews assessment roll and orders assessment hearing.
11. Staff publishes hearing notice and mails notice of hearing date and proposed assessments to the affected property owners as prescribed by statute.
12. Council conducts assessment hearing, adopts, revises, or rejects resolution adopting the assessment roll. If adopted, Council authorizes certification of the assessment to the County Auditor for collection with property taxes.
13. Staff certifies the assessments to the County Auditor.

SECTION V FINANCING OF PUBLIC IMPROVEMENTS

The City of East Bethel may consider issuing municipal bonds for projects as new development occurs and require public improvements. New development requires

public improvements (e.g. – parks, water, sewer, and street improvements). These improvements will be assessed against the benefiting property owners in accordance with this policy if debt is issued to finance these improvements.

Special assessments are generally accepted as a means by which property owners are permitted to obtain public improvements or services. However, the method of financing these is a critical factor to both the City and the Property owner. Total project costs spread over a very short term can cause an undue hardship on the property owner. Therefore, by this policy, the City recognizes that a fair and equitable finance term is in the best interests of property owners and the City.

Bonds issued by the City to finance public improvements to be assessed are generally issued at the time the contract for the public improvements is awarded.

**SECTION VI
GENERAL ASSESSMENT POLICIES
APPLICABLE TO ALL TYPES OF IMPROVEMENTS**

DEFINITIONS:

ADJUSTED FRONT FOOTAGE	The number of feet actually utilized in calculating an assessment for a particular property. This may differ from the actual front footage of the property.
ASSESSMENT	A dollar amount charged against a property receiving an improvement benefit.
BENEFITTING AREA	Properties located within the boundaries of a geographic area which will be specifically benefitted by the improvement. The area will be determined by the City Engineer and approved by City Council.
CONDOMINIUM	Individual ownership of a unit in a multi-unit structure (similar to an apartment building). A special relationship exists whereby the individual owns the actual air space within the physical confines of the unit but not the barrier walls themselves.
DRAINAGE DISTRICT	An area defined by the City Engineer which shall form the physical boundaries where benefit exists within a storm sewer project. Property to be included within a district shall be

all land which contributes to storm sewer runoff as well as land serving as a collection basin for storing such water. Natural geographical features normally form these boundaries.

LATERAL

A lateral sewer is designed to collect the sewage from a project area for conveyance to a trunk facility. A water lateral is sized to provide water in sufficient volumes and pressure as required to serve a defined project area.

MULTI-FAMILY

A structure of more than two units, the primary purpose of which is to provide rental or leased living space to the general public. Building characteristics include common hallways for access purposes and a common parking lot.

NUISANCE ABATEMENTS

The elimination of a nuisance whereby the City acts on behalf of the property owner as authorized by ordinance or State Law to eliminate problems such as junk, weeds, dead trees, etc. The City may collect the charges for all or any part of the cost of eliminating any such nuisance by levying a special assessment against the property benefited.

OVERSIZING

A pipe which is designed and constructed larger and/or deeper than necessary to serve a specific project area.

PUBLIC IMPROVEMENT

A project undertaken by the City under the authority granted in MS 429.021 for the purpose of the installation of improvements such as street, curb & gutter, sewer, water etc. A public hearing shall be conducted to determine the feasibility of the project as it affects the community. Upon authorization, the City will proceed with construction and administration of the project.

RECONSTRUCTION

A roadway or other improvement which previously existed as a paved surface or conveyance of a public utility sewer or water, sanitary sewer or storm sewer. Improvements

not previously in place are considered new construction.

TOWNHOUSE

Single family attached units in structures housing three or more contiguous dwelling units, sharing a common wall, each having separate individual front and rear entrances; the structure is that of a row-type house as distinguished from multiple-dwelling apartment buildings.

TRUNK

Water and sewer lines that are large mains requiring greater size capacity and deeper pipe construction than the immediate surrounding area requires. However, trunk lines may also be used to provide lateral service.

UTILITY IMPROVEMENT

A defined area within which all area properties are deemed to have been served by an improvement project and are considered to receive benefit.

The cost of an improvement shall be assessed upon property benefited by the improvements based upon the benefit received. The following general principles shall be used as a basis of the City's assessment policy:

The project cost of an improvement includes the cost of all necessary construction work required to accomplish the improvement, plus engineering, legal, administrative, financing and other contingent costs including acquisition of right-of-way and/or other property. Financing charges include all costs of financing the project. These costs generally include, but are not limited to, financial consultant's fees, bond attorney's fees, discount charges and capitalized interest. When the project is started and funds are expended prior to receiving the proceeds from a bond sale, the project will be charged interest on the funds expended from the date of expenditure to the date the bond proceeds are received. Council shall take action by resolution to approve any inter-fund loans for improvement projects.

1. Term of Assessments. Special assessments shall be collected in equal annual installments of principal for a period of years. Any assessment that is less than \$100.00 shall be prepaid or shall be certified as the entire amount in one year. Public improvement projects that are financed by the City should have a term not great than the term of the bond issued to finance the project. All other special assessments including but not limited to the following shall carry a term of one year.

1. Nuisance Abatements – 1 year

2. Delinquent Utility Charges – 1 year
3. Emergency Service Charges – 1 year

2. Interest Rate. The interest rate charge on assessments for all projects financed by debt issuance shall be one percent (1%) greater than the interest rate of the bond issue rounded to the next whole percent. All assessments due within 1 year shall be charged 8% interest rate. This is necessary to ensure adequate funds are available to make principal and interest payments from the special assessment collections allowing for certain delinquencies. Interest on initial special assessment installments shall begin to accrue 30 days from the date of the resolution adopting the special assessment roll. Owners must be notified by mail of any changes adopted by the City Council regarding interest rates or prepayment requirements which differ from those contained in the notice of the proposed assessment.

3. Payment Procedures. The property owner has **four options** when making assessments payments.

- a. Tax Payment – If no action is taken by the property owner, the special assessment installments will appear annually on the individual's property tax statement for the duration of the assessment term.
- b. Full Payment – No interest will be charged if the entire assessment is paid in full within 30 days from the date of adoption of the resolution incorporating the special assessment roll.
- c. Partial Payment – The property owner has a one time opportunity to make a partial payment to recue the principal amount of the special assessment. This option may only be exercised within 30 days from the date of adoption of the resolution incorporating the special assessment roll.
- d. Prepayment – The property owner may at any time prior to November 15th of any year following the adoption of the assessment roll prepay the balance of the assessment with interest accrued through December 31 of the year of payment. The property owner may also choose to pay the remaining assessment balance at any time prior to November 15th of any year with the exception of the current year's installment of principal and interest. Assessments under \$100.00 that are not prepaid will be due and payable in one installment in the year following adoption of the assessment roll.

4. Appeal Procedures. No appeal may be taken as to the amount of any assessment adopted unless a written objection signed by the affected property owner is filed with the City Administrator's office prior to the assessment hearing or presented to

the presiding officer at the public hearing at which the special assessment roll will be considered.

If unsuccessful in the appeal of the special assessment to the City Council, the property owner may appeal the assessment to District Court by serving notice of the appeal upon the Mayor and City Administrator within 30 days after the adoption of the special assessment roll and filing such notice with the District Court within 30 days after the adoption of the special assessment roll and filing such notice with the District Court within 10 days after service of the appeal upon the Mayor or City Administrator.

5. Reapportionment Upon Land Division. When a tract of land against which a special assessment has been levied is subsequently divided or subdivided by plat or otherwise, the City Council may, on application of the owner of any part of the tract or on its own motion, equitably apportion among the various lots or parcels in the tract all the installments of the assessment against the tract remaining unpaid and not then due if it determines that such apportionment will not materially impair collection of the unpaid balance of the original assessment against the tract. The City Council may require furnishing of a satisfactory surety bond in certain cases as specified in Minnesota Statutes Section 429.071, Subd. 3. Notice of the apportionment and of the right to appeal shall be mailed to or personally served upon all owners of any part of the tract. In most cases, dividing the assessment balance evenly on a unit or lot basis would result in equitable apportionment. If equitable in a particular case, such a procedure would be most practical and administratively effective.

SECTION VII METHODS OF ASSESSMENT

A. GENERAL STATEMENT

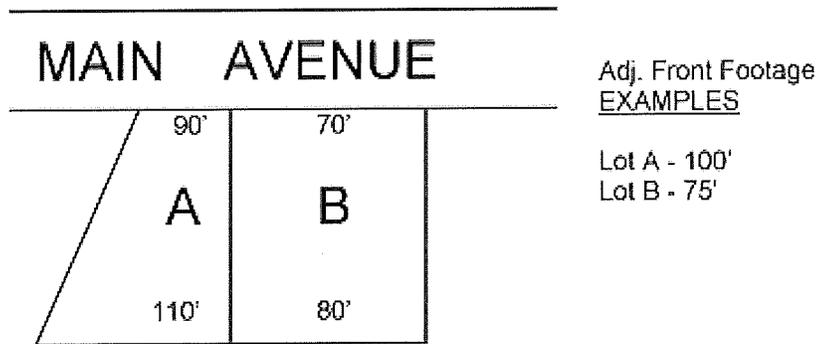
There are several different methods of assessment for public improvements that include but are not limited to adjusted front foot per lot and area. For any particular project one of these methods will more adequately reflect the true benefit received in the project than the other methods. The City Engineer, in the feasibility study to the Council, will recommend one or a combination of these methods for each project, based on the method that would best reflect the benefit received. The City Council will select the preferred method of calculating the assessments at the time the project is awarded.

B. POLICY STATEMENT

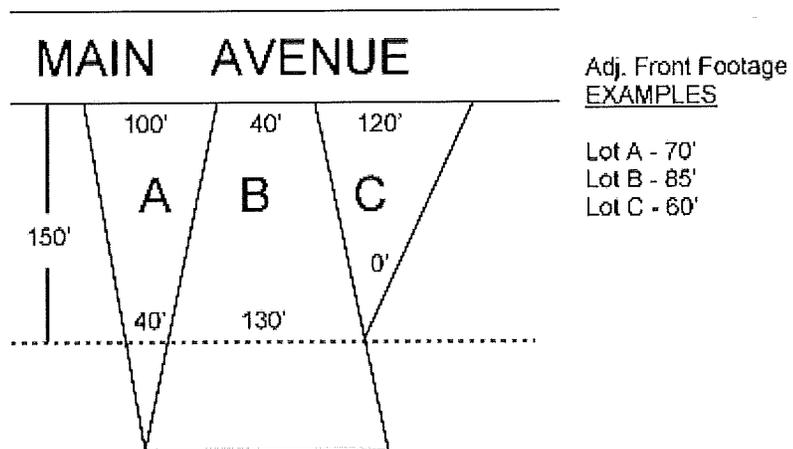
The following methods of assessment, as described and defined below, are hereby established as the official methods of assessment in the City of East Bethel:

A. Adjustment Front Footage Assessment. The actual physical dimension of a parcel abutting an improvement (i.e., street, etc.) shall **NOT** be

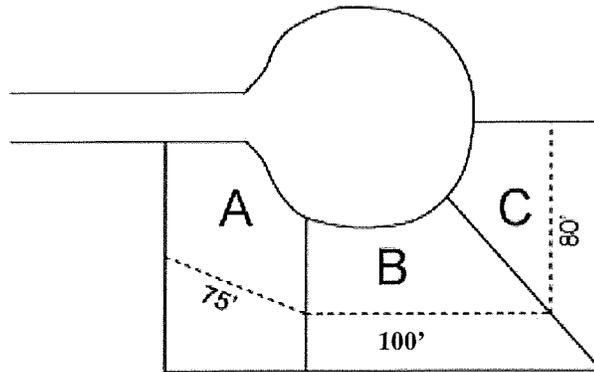
2. Rectangular Variation Lots. For a lot which is approximately rectangular and uniform in shape, the adjusted front footage is computed by averaging the front and back sides of the lot. This method is used only where the divergence between front and rear lot lines is 20 feet or less. If greater than 20 feet, use the irregular shaped lot formula.



3. Triangular Lots. For a triangular shaped lot, the adjusted front footage is computed by averaging the front and back lot lines. The measurement at the back lot width shall not exceed a maximum distance in depth of 150 feet.



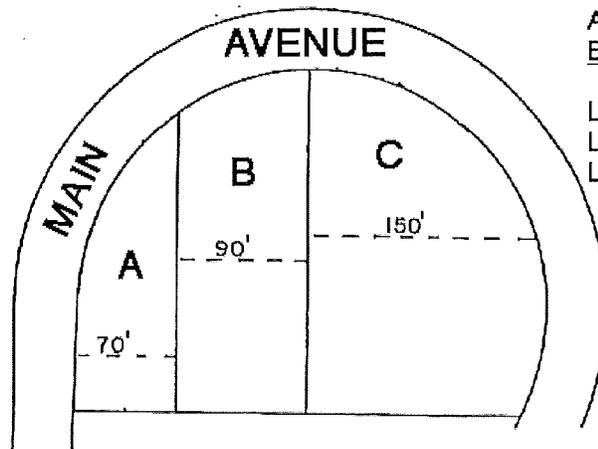
4. Cul-de-sac Lots. The adjusted front footage for those lots that exist on cul-de-sacs will be calculated at the midsection of the lot at the most reasonably defined and determinable position.



**Adj. Front Footage
EXAMPLES**

Lot A - 75'
Lot B - 100'
Lot C - 80'

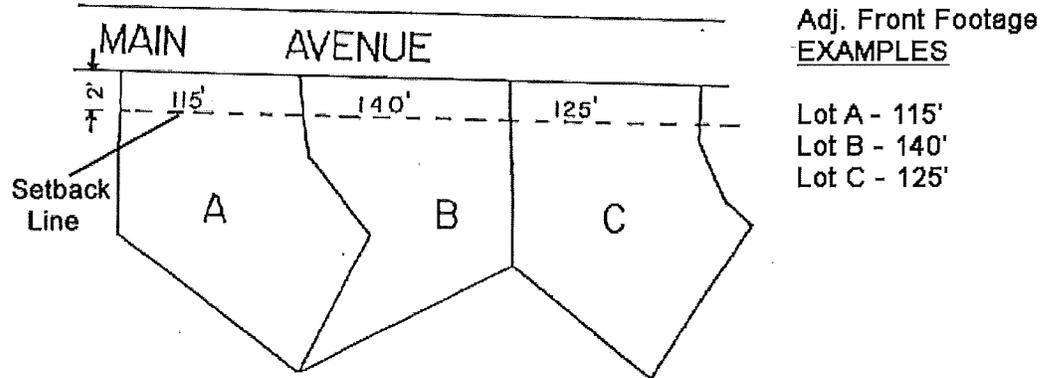
5. Curved Lots. In certain situations such as those where lots are located along meandering trail system streets, road patterns create curvilinear frontages. In such instances, the adjusted front footage will be the width of the lot measured at the midpoint of the shortest side lot line.



**Adj. Front Footage
EXAMPLES**

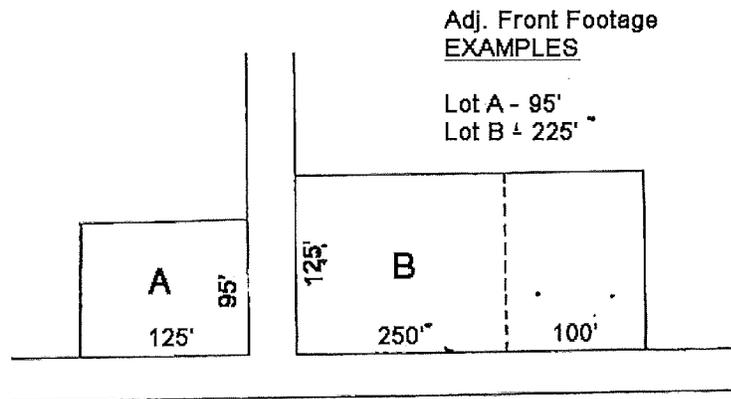
Lot A - 70'
Lot B - 90'
Lot C - 150'

6. Irregularly Shaped Lots. In many cases, unplatted parcels that are legally described by a metes and bounds description, are irregular and odd shaped. The adjusted front footage will be calculated by measuring the lot width at the building setback line.

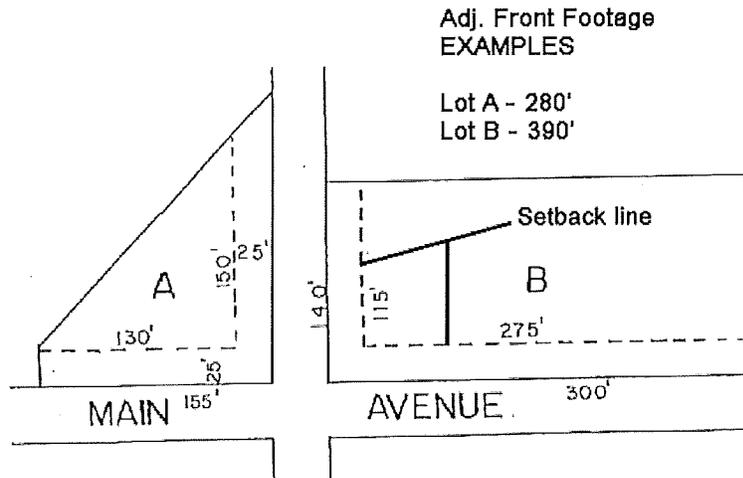


7. Corner Lots.

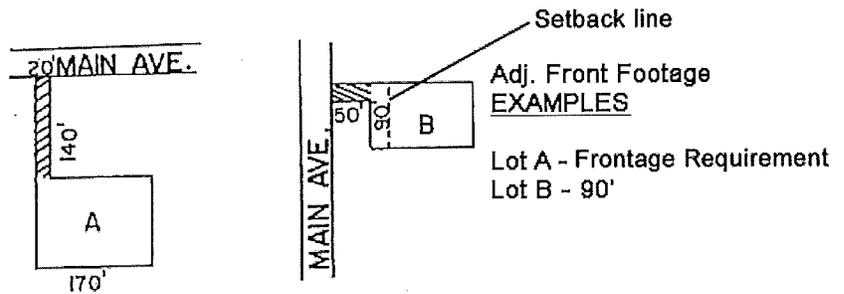
- a. Residentially Zoned Corner Lots. The adjusted front footage will be assessed on the short side. A 150 foot side lot allowance credit will apply along the adjacent side street. Any remaining frontage will constitute an additional assessment. The short side will be assessed in those cases where the improvement may exist on one side only as well as for improvements abutting on both sides.



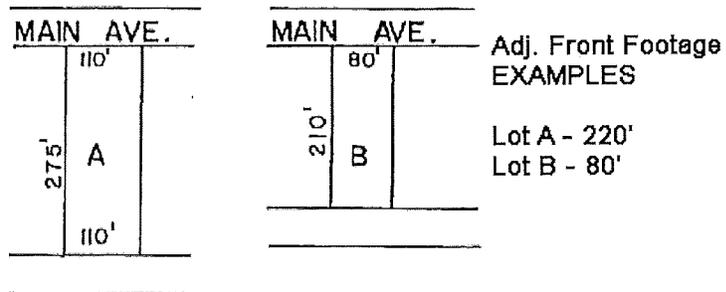
- b. Commercial & Industrial Zoned Corner Lots. No allowance relief will be granted because of the higher inherent property value associated with improved traffic frontage and greater visibility along business district and industrial park intersections. The adjusted front footage calculation shall be the entire frontage measured along the setback line comprising the buildable area.



8. Flag Lots. Properties which utilize a narrow private easement or maintain ownership of such access to their property exceeding a minimum length of 125 feet, thereby having a small frontage on a street, will be assigned an adjusted front footage equal to the dimension which is consistent with the subdivision ordinance which prescribes such length as a minimum lot frontage along a public roadway. The adjusted front footage for flag lots whose driveway access is under 125 feet will be measured at the building setback line from the access terminus.



9. Double Frontage Lots. If a parcel, other than a corner lot, comprises frontage on two streets and is eligible for subdivision, then an adjusted front footage assessment will be charged along each street. For double frontage lots lacking the necessary depth for subdivision, only a single adjusted front footage only will be computed.



10. Large Tracts Lots. Large tracts may have adjusted front footage on two or more sides. This adjusted front footage shall apply only to improvements on the particular street upon which the adjusted front footage faces. The corner of these large tracts shall be considered as side frontage.

- B. Residential Lot. A residential lot is a platted single family residential lot which in accordance with the City of East Bethel zoning and subdivision regulations, cannot be further subdivided and which has only one (1) development right.
- C. Equivalent Residential Units (ERU's). A "typical" single family household, based on typical water and sewer use for said single family household. The number of ERU's apportioned to a particular parcel shall be calculated based upon the number of developable lots as governed by the City of East Bethel Zoning Ordinance in effect at the time charges are levied, and as computed in the general conformance with the "reserve Capacity Manual" as published by the Metropolitan Council Environmental Services and all subsequent modifications or revisions thereto. The City may modify ERU calculations from time to time at their own discretion for individual parcels.
- D. Gross Area. The total area, in acres or square feet, of a lot or parcel of land including all easements. The gross area of a lot or parcel of land does not include any of the abutting right-of-way.
- E. Net Buildable Area. The net buildable area, in acres or square feet, of a lot or parcel of land is its gross area minus the undevelopable or unbuildable area(s) due to the existence of wetlands, floodplains, DNR protected wetlands and/or having restricted soils as determined by an engineered study.
- F. Adjusted Area. An area of benefited property that has been modified by an adjustment factor to more accurately represent the true benefit that property receives from an improvement in comparison to other properties in the assessment area. The adjustment will be based on the improvement design parameters that are applicable to that parcel, as approved by the City Council. Design parameters that may be used to determine the adjustment factor included, but are not limited to storm water runoff, needed fire flow and zoning or future land use.

**SECTION VIII
STANDARDS FOR PUBLIC IMPROVEMENT PROJECTS**

The following standards are hereby established by the City of East Bethel to provide a uniform guide for improvements within the City and also to be used by the City Engineer in establishing "system costs" as differentiated from "assessable costs" and "City costs."

A. Surface Improvements

Surface improvements shall normally be interpreted to include all improvements visible on or above the ground within the right-of-way, and includes, but is not limited to trees, lighting, sidewalks, signing, street and accessory improvements such as surfacing, curb and gutter, drainage facilities, grading, signalization; and other public improvements such as drainage ponds and facilities, parking lots, parks and playgrounds.

Policy Statement

Prior to public street construction and/or surfacing, or prior to resurfacing of public streets, all utilities and utility service lines, (including but not limited to sanitary sewer, storm sewer, water main, gas, telephone, cable and electric service) shall be installed to serve each known or potential building location when practicable.

When practicable, no surface improvements to less than both sides of a full block of street shall be approved except as necessary to complete the improvement of a block which has previously been partially completed. Concrete curbing or curb and gutter shall be installed at the same time as street surfacing, except that where a permanent "rural" street design is approved by the City Council, curbs will not be required.

B. Subsurface Improvements

Subsurface improvements shall normally include such items as water distribution, sanitary sewer and storm sewer lines and electric, gas, telephone and gas utilities.

For purpose of definition, main lines are defined as the publicly owned and maintained lines such as trunk lines, interceptors, mains, laterals, etc.

The service lines are those privately owned service lines going from the main line to the property line.

Policy Statement

Subsurface improvements shall be made to serve current and projected land use. All installations shall conform to City standards or standards as established by state and/or federal agencies having jurisdiction over utility operations.

Service lines from the lateral or trunk to the property line for each known or potential building locations may be installed in conjunction with the construction of the lateral or main.

SECTION IX POLICIES OF REASSESSMENT

The City of East Bethel in constructing or reconstructing any public improvement shall design such improvement to last for a minimum period of time. The life expectancy or service life is stated in the policy statement of this section.

Deviations from these standards may be considered by the Council based on unique or special conditions.

Policy Statement

The following are hereby established as the “life expectancies” or “service life” of public improvements.

1. Sidewalks – 15 years
2. Street improvements, including surfacing and curb and gutter – 20 years
3. Ornamental street lighting (commercial district) – 20 years
4. Water Mains – 30 years
5. Sanitary Sewers – 30 years
6. Storm Sewers – 30 years
7. Wastewater Treatment Plants – 30 years
8. Water Treatment Plants – 30 years
9. Water Storage Facilities – 30 years
10. Municipal Wells – 25 years

Policy Statement – Residential Property

When assessing residential property for reconstruction of improvements that have exceeded their life expectancy, (I.E. sidewalks life expectancy is 15 years) 70% of the total replacement cost will be provided by the City and 30% shall be assessed against the benefiting property.

Reconstruction of improvements that have not exceeded their life expectancy shall be prorated. For instance, a reconstruction project of a street (20 year life expectancy) that is 10 years old will yield an assessment of 50% of the 30% cost share (15%) with the balance being covered by the City.

Policy Statement – Commercial Property

When assessing commercial property for reconstruction of improvements that have exceeded their life expectancy, (i.e. sidewalks life expectancy is 15 years) 100% shall be assessed against the benefiting property.

Reconstruction of improvements that have not exceeded their life expectancy shall be prorated. For instance, a reconstruction project of a street (20 year life expectancy) that is 10 years old will yield an assessment of 50% of the 100% cost share (50%) with the balance being covered by the City.

SECTION X ASSESSMENT COMPUTATIONS

A. STREET AND CURB AND GUTTER IMPROVEMENTS

1. New Constructions

All new streets will be assessed 100% to the abutting benefited parcels. Street and curb and gutter improvements will be assessed by one of the methods described in Section VII Methods of Assessment (adjusted front footage, net buildable area, etc.) for each improvement as determined by City Council.

Cost of construction of streets shall be assessed based on the minimum design standards outlined in the City of East Bethel's Engineering Manual. Oversizing costs which are incurred in excess of the standard design may be paid by larger assessment rates to benefited properties.

2. Collector Streets

Collector streets assessed against residential property will be assessed to the equivalent local street costs. All street oversizing costs associated with collector streets will not be assessed. Street oversize costs will be funded through the City Street Capital Fund, Municipal State Aid Construction Fund, Stormwater Utility Fund or other sources deemed appropriate by the City Council.

3. Gravel Streets

Upgrading an existing gravel street located in the Urban Service Area by adding pavement, curb and gutter shall be considered new construction. Costs shall be 100% assessed.

4. Overlay, Seal Coats

Generally overlays will not be assessed, but rather funded through other resources.

B. SIDEWALKS

1. New Construction

New sidewalks installed adjacent to local streets will be assessed 100% to the abutting property on which the sidewalk is located. New sidewalks will be assessed by one of the methods described in Section VII Methods of Assessment (adjusted front footage, net buildable area, etc.) for each improvement as determined by City Council.

2. Reconstruction

Replacement of sidewalks adjacent to local streets will be assessed to abutting residential property at a rate of 30% to the property owner and 70% to the City. Replacement of sidewalks adjacent to local streets will be assessed to abutting commercial property at a rate of 100% to the property owner.

C. STORM WATER DRAINAGE IMPROVEMENTS

1. New Construction

The fundamental concept underlying a storm sewer assessment is that all parcels (and portions of some of parcels) within a drainage area are considered to be benefited as every parcel contributes runoff to the system. The City Engineer shall evaluate each development proposal to ensure that the necessary storm water improvements have been incorporated into the improvement plans. Assessments for storm sewer costs shall be assessed against the benefiting parcel or portions thereof based on the total storm water improvement costs for the drainage district. Storm sewer assessments will be assessed by one of the methods described in Section VII Methods of Assessment (gross area, net buildable area, etc.) for each improvement as determined by City Council.

2. Replacement of Storm Sewers

Replacement costs or reconstruction of existing storm sewers will be assessed at the 30% to the benefiting property owners, as defined in Section VI, and 70% to the City. The City's cost may be generated through the Storm Water Utility Fund by user fees and capital replacement charges or other sources deemed appropriate by the City Council.

3. Maintenance of Storm Sewer Systems

All maintenance costs for storm sewers, and drainage ponds on public property or in the easements granted for drainage and utilities will be maintained by the City. Revenues to support maintenance activities will come from the Storm Water Utility Fund or other sources deemed appropriate by the City Council.

D. SANITARY SEWER ASSESSMENTS

1. New Construction

Residential Parcels Assessed 100% of the costs to each benefitting parcel on a per ERU basis at the time of permit for connecting to the utility is issued. Assessments for sanitary sewer costs shall be assessed against the benefitting parcel based on the total sanitary sewer improvement costs for the area served.

Commercial/Non Residential

- a. Service provided to the parcel. Existing or future developed parcel located adjacent to a trunk or interceptor facility from which a service or services is or are to be extended from the facility to the Right of Way line or some other logical termination point for connection to a structure. 100% of the cost to each benefitting parcel based on a per ERU basis.
- b. No service is extended from the facility to the Right of Way line. Future developed parcel located adjacent to a trunk or interceptor facility. Lateral facilities may be extended to the Right of Way line for future extension into the parcel to provide service to multiple units and or to extend to other adjacent parcels. 100% of the cost to each benefitting parcel based on a per ERU basis when connection to utility system permit is approved for existing units or as defined in the Developments Agreement for future development parcels as determined by the City.
- c. Future lateral facility installation will be required since parcel not located adjacent to a trunk or interceptor facility. 100% of the cost to each benefitting parcel based on a per ERU basis when connection to utility system permit is approved for existing units or as defined in the Developments Agreement for future development parcels as determined by the City.

2. Sanitary Sewer Systems

Sanitary Sewer Core Facilities include lift stations, intercept lines and other improvements that have a city-wide and/or system-wide purpose. Costs for these improvements will be provided in part, through the collection of a sewer availability and/or connection charges. The collected

fee shall be used to cover costs associated with core facility improvements. These fees will be set annually by the City Council by resolution.

3. Sanitary Sewer Trunk Pipe Area Charge

Charge for the costs associated with installing trunk sewer facilities in order to provide municipal service to the service area for future connection by lateral systems.

4. Sanitary Sewer Trunk Charge

Charge for the costs associated with the increased pipe size for sewer facilities necessary to convey sewer throughout the service area.

5. Sanitary Sewer Lateral

Sanitary sewer lateral costs shall be apportioned to the property benefiting from the lateral sanitary sewer line. Apportioning the costs of the lateral will be done by dividing the costs of the lateral line construction and charging benefiting parcels based upon ERU's.

Where lateral benefit is received from a trunk, the benefiting properties are assessed a lateral benefit charge for the costs associated with installing sewer facilities in order to provide service to benefiting parcels. Costs include, at a minimum, those required to install minimum size facilities, typical 8-inch diameter sewer, required to provide municipal service to the benefiting parcel. In addition to minimum facility costs, additional costs as determined by the City Council necessary to recapture costs associated with the additional benefit to the parcel for the completion of the overall trunk utility collection and distribution system may be included.

E. WATER ASSESSMENTS

1. New Construction

Residential Parcels Assessed 100% of the costs to each benefiting parcel on a per ERU basis at the time of permit for connecting to the utility is issued. Assessments for water costs shall be assessed against the benefiting parcel based on the total water improvement costs for the area served.

Commercial/Non Residential

- a. Service provided to the parcel. Existing or future developed parcel located adjacent to a trunk or interceptor facility from which a service or services is or are to be extended from the facility to the Right of

Way line or some other logical termination point for connection to a structure. 100% of the cost to each benefitting parcel based on a per ERU basis.

- b. No service is extended from the facility to the Right of Way line. Future developed parcel located adjacent to a trunk or interceptor facility. Lateral facilities may be extended to the Right of Way line for future extension into the parcel to provide service to multiple units and or to extend to other adjacent parcels. 100% of the cost to each benefitting parcel based on a per ERU basis when connection to utility system permit is approved for existing units or as defined in the Developments Agreement for future development parcels as determined by the City.
- c. Future lateral facility installation will be required since parcel not located adjacent to a trunk or interceptor facility. 100% of the cost to each benefitting parcel based on a per ERU basis when connection to utility system permit is approved for existing units or as defined in the Developments Agreement for future development parcels as determined by the City.

2. Water Facility Availability Charge

Water system core facilities include wells, water towers, water treatment and other improvements that have a city-wide and/or system-wide purpose. Costs for construction improvements will be provided in part, through the collection of a water facility availability and/or connection charge. These fees will be set annually by the City Council by resolution

3. Water Trunk Pipe Area Charge

Charge for the costs associated with installing trunk water facilities in order to provide municipal service to the service area for future connection by lateral systems.

4. Water Trunk Charge

Charge for the costs associated with the increased pipe size for water facilities necessary to convey water throughout the service area.

5. Water Lateral

Water lateral costs shall be apportioned to the property benefiting from the lateral water line. Apportioning the costs of the lateral will be done by dividing the costs of the lateral line construction and charging benefitting parcels based upon ERU's.

Where lateral benefit is received from a trunk, the benefitting properties are assessed a lateral benefit charge for the costs associated with installing

water facilities in order to provide service to benefitting parcels. Costs include, at a minimum, those required to install minimum size facilities, typical 6-inch diameter water, required to provide municipal service to the benefitting parcel. In addition to minimum facility costs, additional costs as determined by the City Council necessary to recapture costs associated with the additional benefit to the parcel for the completion of the overall trunk utility collection and distribution system may be included.

F. STREET BOULEVARD TREES

All street boulevard trees installed as part of new street construction or in reconstructing existing streets shall be include as part of the overall project cost and include in the assessment calculations.

G. STREET LIGHTS

All costs for new street lights installed as part of constructing new streets or street lights relocated as part of reconstructing streets will be include in the overall project cost and included in the assessment calculations.

H. OTHER IMPROVEMENTS

Based on the City Council determination, all other improvements listed in Section II may be fully assessed or accessed in part as determined by City Council.

**SECTION XI
PROPERTIES NOT ASSESSED**

Special assessments may not be levied against the properties described as follows as determined by the City Council.

- A. A parcel deemed unbuildable because the parcel lies wholly and completely within a National Wetland Inventory wetland, floodplains, DNR protected wetland and/or having restricted soils as determined by an engineering study. No building or fill permits will be issued for such lands where assessments have been removed from the assessment rolls under this provision. All parcels are assumed to be buildable unless it is demonstrated by an engineered study or other government agency study to clearly indicate soils or other mitigating circumstances are clearly present. Demonstration of "unbuildable" is the responsibility of the property owner.
- B. Cemeteries.
- C. Public transportation rights-of-way.



2241 221ST Avenue NE, East Bethel, MN 55011
(763) 367-7840 Fax (763) 434-9578
<http://ci.east-bethel.mn.us>

attachment 6

Procedure to Get Your Road Blacktopped

These are the steps to follow if you would like to have your street (city owned) blacktopped or resurfaced. If it is a private road and not a city maintained street, additional steps will be needed prior to the city doing the improvement.

1. Check to see if your neighbors want to have your street blacktopped and are willing to pay for it. (You may generate a mailing list to send to the residents from city hall records, but usually the residents will be more supportive for the project if you meet with them.) The residents and benefiting property owners will be responsible for paying for the improvement, and if there is not overwhelming support for the improvement, the city council generally will not move forward with the expense to start the process. If there are not already dedicated easements for street, utility and drainage purposes, generally easements must be dedicated by the property owners.
2. Usually people will not sign a petition or support an improvement if they have no idea what the costs may be so it is a good idea to have an estimate of the cost of the improvement to have it brought to city standards. The project usually includes both the base and bituminous. Nate Ayshford, Public Works Manager, may be able to give you a rough estimate and inform you if it could possibly be done as a shape and pave project. If there is an interest in your neighborhood to get your street blacktopped, then bring your written petition requesting to have a Shape and Pave project to the Roads Committee. If the Roads Committee and the City Council agree with the Public Works Manager that the project is viable as a **shape and pave with no engineering and may not be to current city standards**, the Public Works Manager shall advertise for bids, and upon receipt of bids for the project, the costs will be relayed to the person heading the petition. The costs are substantially less if it can be a shape and pave project without drainage improvements and engineering costs, but to do it as a shape and pave project, the entire estimated cost of the project must be prepaid prior to awarding any bid. The *residents* must collect their entire amount of the cost of the project without city assistance and prepay to the city prior to the bid being awarded. Usually bids are held no more than 30 days.
3. If the city engineer is involved, there are drainage improvements necessary, benefiting property owners do not want to prepay it or there are other complications, it will then **be a special assessment project and the costs will be higher than a shape and pave project. The following steps are for a Statute 429 process or special assessment project.** The costs would be put on the property owner's tax statement unless prepaid. Property owners will have a choice to prepay the cost as well as to have input into how many years they would like the special assessment (cost) spread on the tax rolls. Most street improvement projects are done under the special assessment method (429 process) below.

-over-

4. If there is an interest in your neighborhood to get your street improved with bituminous surfacing as a **Special Assessment project**, bring your written petition to the Roads Committee requesting to have the city engineer do a feasibility study for closer costs and preliminary design. The petition may state, “We, the benefiting property owners (names and addresses) are requesting the city to consider a bituminous improvement to (street name from where to where) and understand all costs will likely be borne by the benefiting property owners. We are asking that the city do a feasibility report to provide us with more information on the improvement and cost of the proposed improvement.” The petition is used only as a tool to show viable interest, and the City Council determines whether to move forward with the feasibility report. Usually if the support is shown on the petition, the Roads Committee will generally recommend to the city council to order a Feasibility Report (by the City Engineer). The cost of the Feasibility Report is borne by the project either currently or with a future improvement.
5. Upon receipt of the Feasibility Report from the City Engineer with estimated costs for the special assessment improvement project, the City Council would order the Public Improvement Hearing. Benefiting property owners would be given mailed and published notice (by the city) inviting them to come to the Public Hearing. Upon explanation of the feasibility report by the city engineer and providing estimated costs at the hearing, residents are provided with a question/answer period and generally asked if they are in favor of moving forward with the project. **If there is a good majority,** usually the city council will find the improvement necessary and direct the city engineer to do plans and specs and go out for bids.
6. Upon bids being received, the city would calculate the costs for benefiting property owners, provide a spreadsheet of estimated payments, and the Council would set the Special Assessment Improvement Hearing. Benefiting property owners would again be given mailed and published notice with the spreadsheet of proposed payments and interest rate included in the mailed notice. The Hearing would be held with input from the property owners, and if the residents are still in favor of moving forward with the project, Council would approve the levy of the special assessments, award the bids and proceed with the improvement.

The above is generally the procedure that is followed for a residential improvement and does not include all the details of a 429 procedure. However, the city council may initiate the improvement project (without a petition of interest) if there is a substantial need (whether a reconstruction, service road or other circumstances such as an MSA or other partially funded improvement). An example is the commercial project such as the Aberdeen project by Sims Road off Hwy. 65.

Petition for Local Improvement
(Sample)

attachment 7

Rick Cooneyer & Linda
Name of Petition Leader

9/13/16
Date

19007 Fillmore St.
Address

763-439-9874
Phone where you may be reached on normal workday

To the Roads Committee and City Council of East Bethel, Minnesota:

We, the undersigned, owners of the real property abutting on Fillmore St.
Street/Ave.

Within _____ or between the _____
Subdivision Name Street or Ave.

to _____ are hereby requesting to have our street improved by Class 5 and bituminous upgrade. We recognize all costs will be borne by the benefiting and/or abutting property owners. If we can have the city complete this project as a "Shape and Pave" project with all costs to be collected prior to an award of bids, this would be our preference. The estimated cost of the improvement by the Director of Public Works without benefit of borings or any other engineering is approximately \$ _____; each owner's estimated share of the cost is assumed to be approximately \$ _____. Following receipt of bids, affected property owners shall be informed of the amount that must be collected prior to bid award. This is subject to change based on estimated quantities in bid and an additional amount may need to be provided by the affected property owners.

If this project cannot reasonably be completed as a Shape and Pave project with no engineering as described under 1 and 2 above, we are requesting that the City Engineer provide a Feasibility Study to determine if the project is feasible and to provide estimated costs pursuant to Minnesota Statutes, Chapter 429 as a Special Assessment project (primarily summarized above from 3. to the bottom of second page).

The City Engineer shall include any necessary drainage improvements, organic soils removal or other improvements necessary to the project. We realize the cost will be higher than a Shape and Pave project, and a public hearing shall be held as required by law for the affected property owners to provide estimated costs prior to the bids being awarded and improvement moving forward. These preliminary costs shall be part of the improvement project.

Name of Benefiting Property Owner	Address or Property Description (PIN#)
Meg & Dewaine McLean	18943 Fillmore St
Bridgette & Eric Fields	19035 Fillmore St NE
Michelle & John Miller	18962 Fillmore St NE

Additional names and addresses on reverse side.



City of East Bethel City Council Meeting Agenda Information

Date:

September 21, 2016

Agenda Item Number:

Item 7.0 D.2

Agenda Item:

Fillmore Street Utility Extension

Requested Action:

Consider the extension of water and/or sewer service along Fillmore Street as an addition to the Phase I Service Road Project.

Background:

The City of East Bethel plans to construct a service road from the intersection of 187th Lane and Buchanan St to Viking Blvd via 189th Ave and Taylor St. The service road will upgrade a portion of 189th Ave from a gravel road to paved MSA standards. Fillmore St is an unpaved cul-de-sac with a length of 700' that connects with the portion of 189th Avenue that is scheduled for improvement.

A number of residents along Fillmore Street have expressed an interest in having this road paved. Should the paving of this road be included in the Service Road Project, installation of some form of water and/or sewer service should be paired with the paving project to minimize future impact of damage to the road and decrease the cost of this service. A proposal for the extension of the utility service at the time Fillmore Street is paved was discussed with four of the six residences served by this street at the September 13, 2016 Roads Commission meeting. In addition to the paving, the residents expressed an interest in the utilities, pending additional information as to costs and method of assessments.

Should the residents petition for provision of water and sewer services along with the paving of Fillmore Street, the procedure is outlined in the City of East Bethel Special Assessment Policies (see Attachment 5, 7.0 D.1)

If there is a petition for water and sewer service, the costs for both are estimated to be \$184,216. Assessments can be assigned in a variety of ways and costs of assessments to owners could range from \$31,000 to \$78,000 depending on the assessment process most appropriate for this situation.

Options for the utilities service for Fillmore Street (see Attachments 3-6) could include:

- Do not extend service at the time the street is paved. The initial costs for this option is \$0.00
- Extend a main water and sewer service stub at the intersection of Fillmore and 189th

Ave. for a future service connection and install 2 residential service connections (Attachment 3). The cost for this option is \$11,000.

- Extend a main water and sewer service stub at the intersection of Fillmore and 189th along with individual service connection stubs to serve the potential subdivision of 1045 189th Ave. and 18915 189th Ave. (Attachment 4). The cost for this option is \$ \$23,500
- Extend a main water service stub at the intersection of Fillmore and 189th Ave for a future connection and extend sewer service along Fillmore to service all residents on this street. Provide 7 individual service connections to service future subdivision of lots from those properties fronting the service road. Water service along Fillmore Street would be provided in the boulevard as needed (Attachment 5). The cost for this option is \$109,900
- Extend water and sewer service along Fillmore to serve all the residents in the subdivision and service connections for those properties fronting the service road (Attachment 6). The cost for this option would be \$196,716.

Options for assessments would be determined once a decision is made regarding which service extension plan is selected.

Attachments:

- 1) Potential Subdivision of Existing Lots
- 2) Potential Subdivision of Existing Lots
- 3) Fillmore St. Utility Extension – Option 1, Service Stubs
- 4) Fillmore St. Utility Extension – Option 2, Service Stubs and Future Connections
- 5) Fillmore St. Utility Extension – Option 3, Connections and Sewer Extension
- 6) Fillmore St. Utility Extension – Option 4, All Services
- 7) Total Project Cost Estimate and Itemization

Fiscal Impact:

The cost of the utilities extension is estimated to be \$184,216 with the sanitary sewer portion being \$89,376 and the water portion at \$94,840. Costs for individual service connections would \$12,500.

Some form of assessment would be required to fund the Fillmore Street service extension. The amount of assessment cannot exceed the special benefit unless it is 100% petitioned by the property owners and they waive their right to appeal the assessment. The City would need to recover the expense of the utility extension while ensuring that each individual property pay its fair share of the project. While there is no perfect assessment procedure, it would be the City’s goal that assessments are implemented in a reasonable, consistent and fair manner.

Recommendation(s):

Staff recommends that City Council consider either Option 3 or 4 for provision of utility service along Fillmore Street and direct Staff to prepare assessment options for review for the selected service plan.

City Council Action:

Motion by: _____

Second by: _____

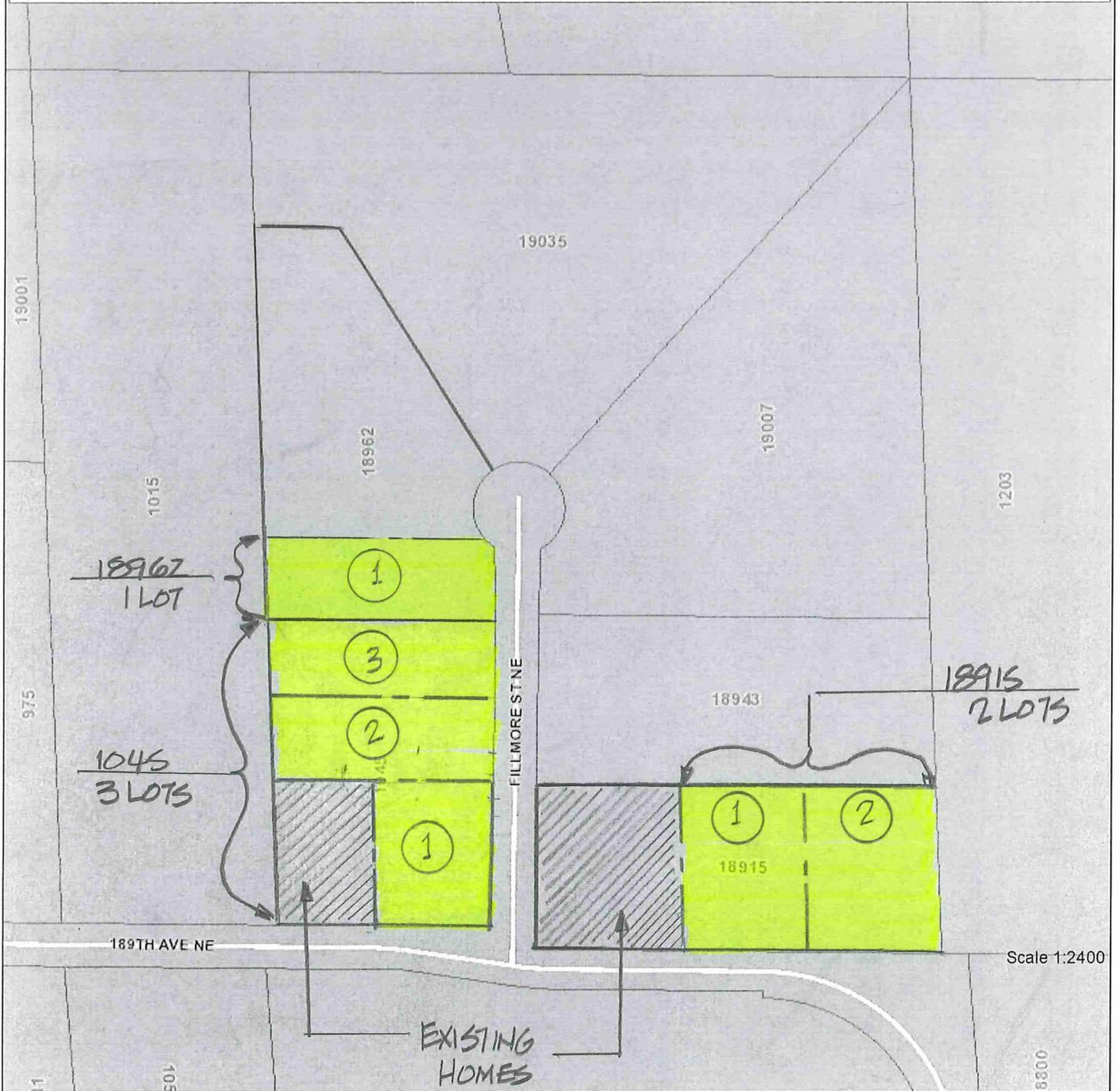
Vote Yes: _____

Vote No: _____

No Action Required: _____



Attachment - 1 FILLMORE ST. - SUBDIVISION SCENARIO



Aerial Photo: Flown Spring of 2014



POTENTIAL SUBDIVISIONS
WITH WATER & SEWER SERVICE

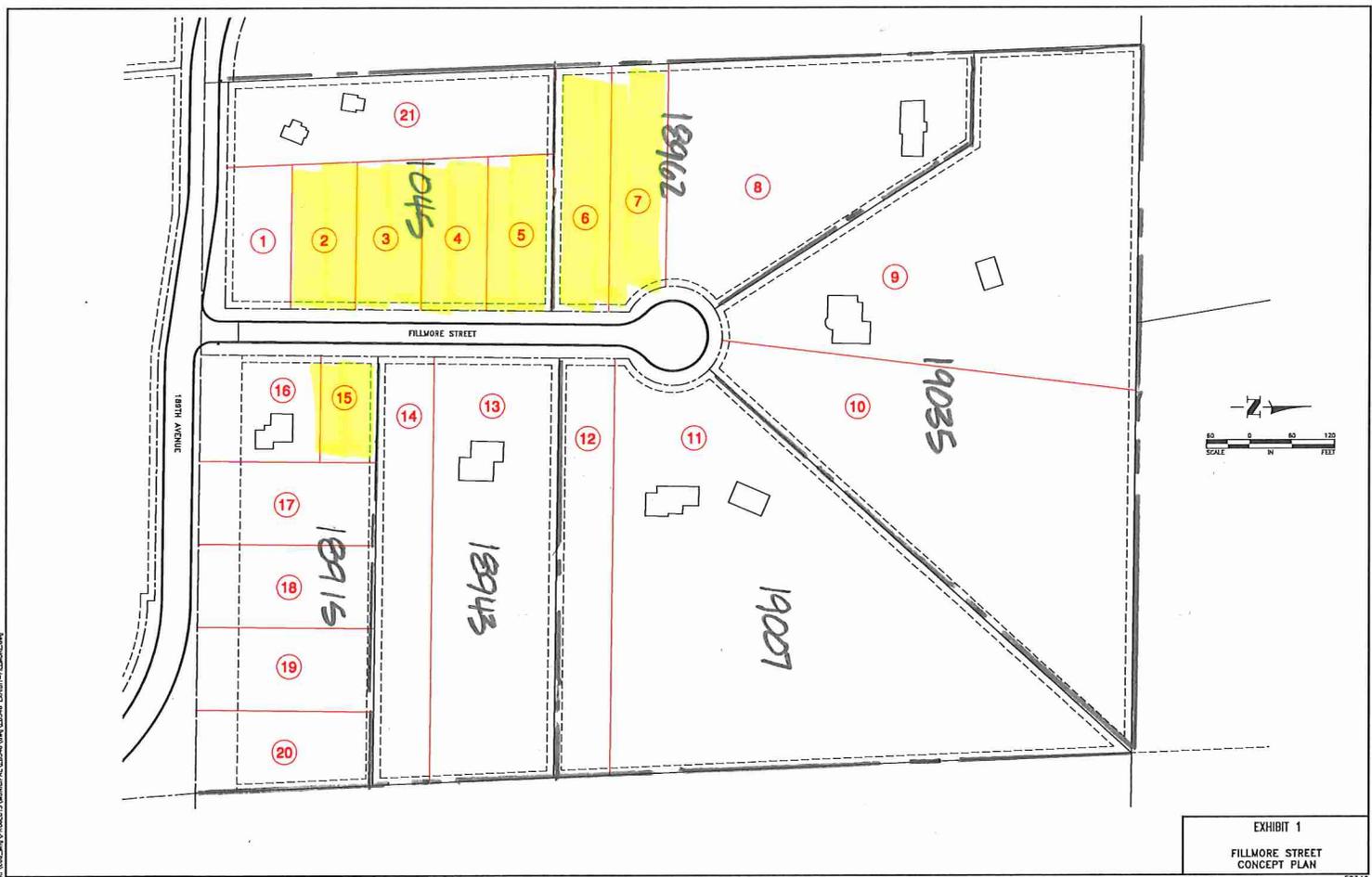


EXHIBIT 1
FILLMORE STREET
CONCEPT PLAN

DEVELOPMENT DENSITIES*

- 1045 189TH - 6-7 LOTS
- 18915 FILLMORE - 6 LOTS
- 18943 FILLMORE 1-2 LOTS
- 19007 FILLMORE 1-2 LOTS
- 19035 FILLMORE 1-2 LOTS
- 18962 FILLMORE 1-3 LOTS

* ASSUMES EXISTING HOMES
WILL REMAIN ON LOTS

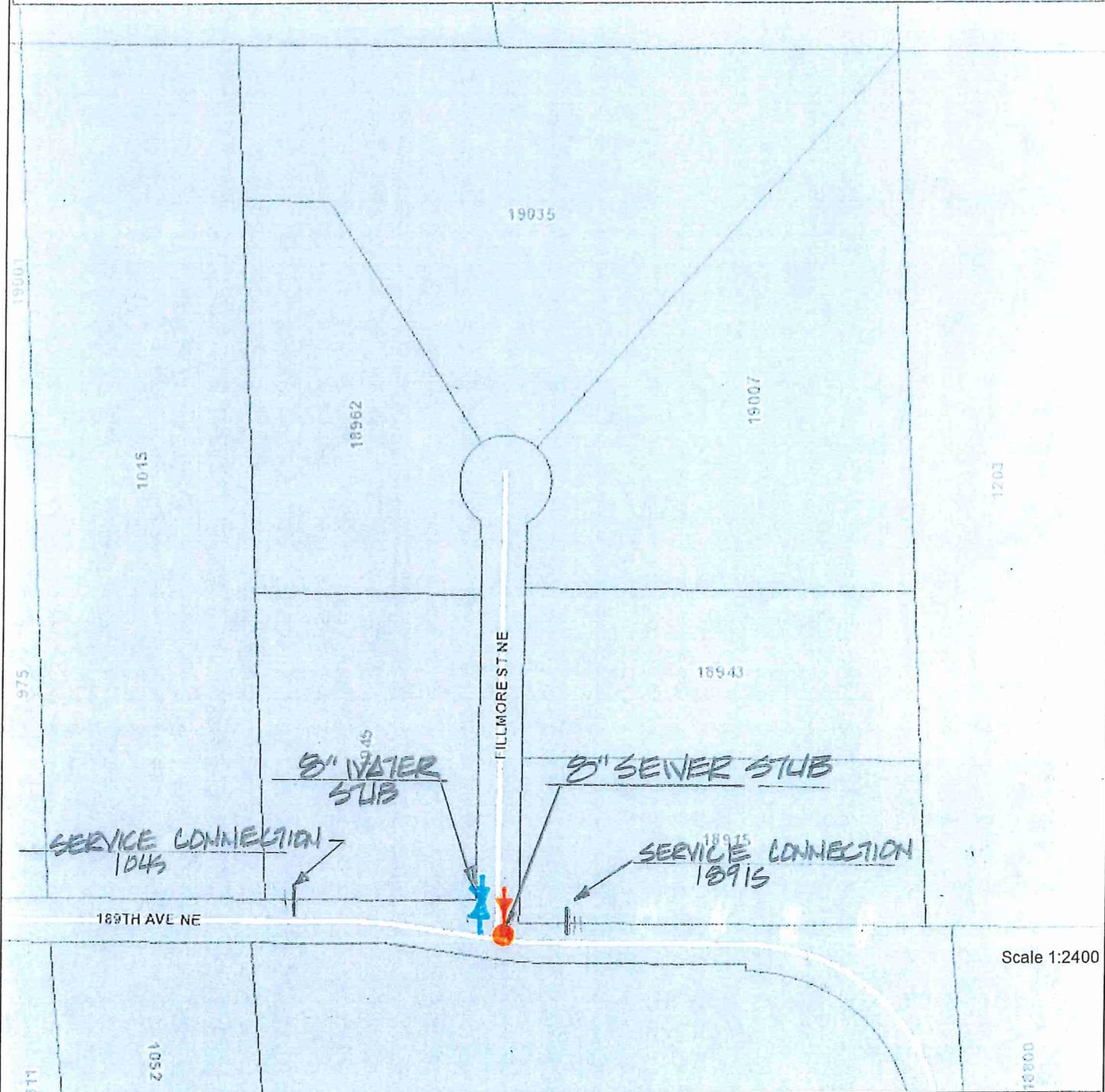
LEGEND

- PROPERTY LINES - - - - -
- LOT NUMBERS 18943
- POTENTIAL LOT DIVISION LINES - - - - -
- POTENTIAL LOT DIVISION #'S (89)

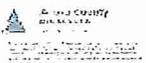


Attachment - 3

UTILITY OPTIONS - SERVICE STUBS



Scale 1:2400



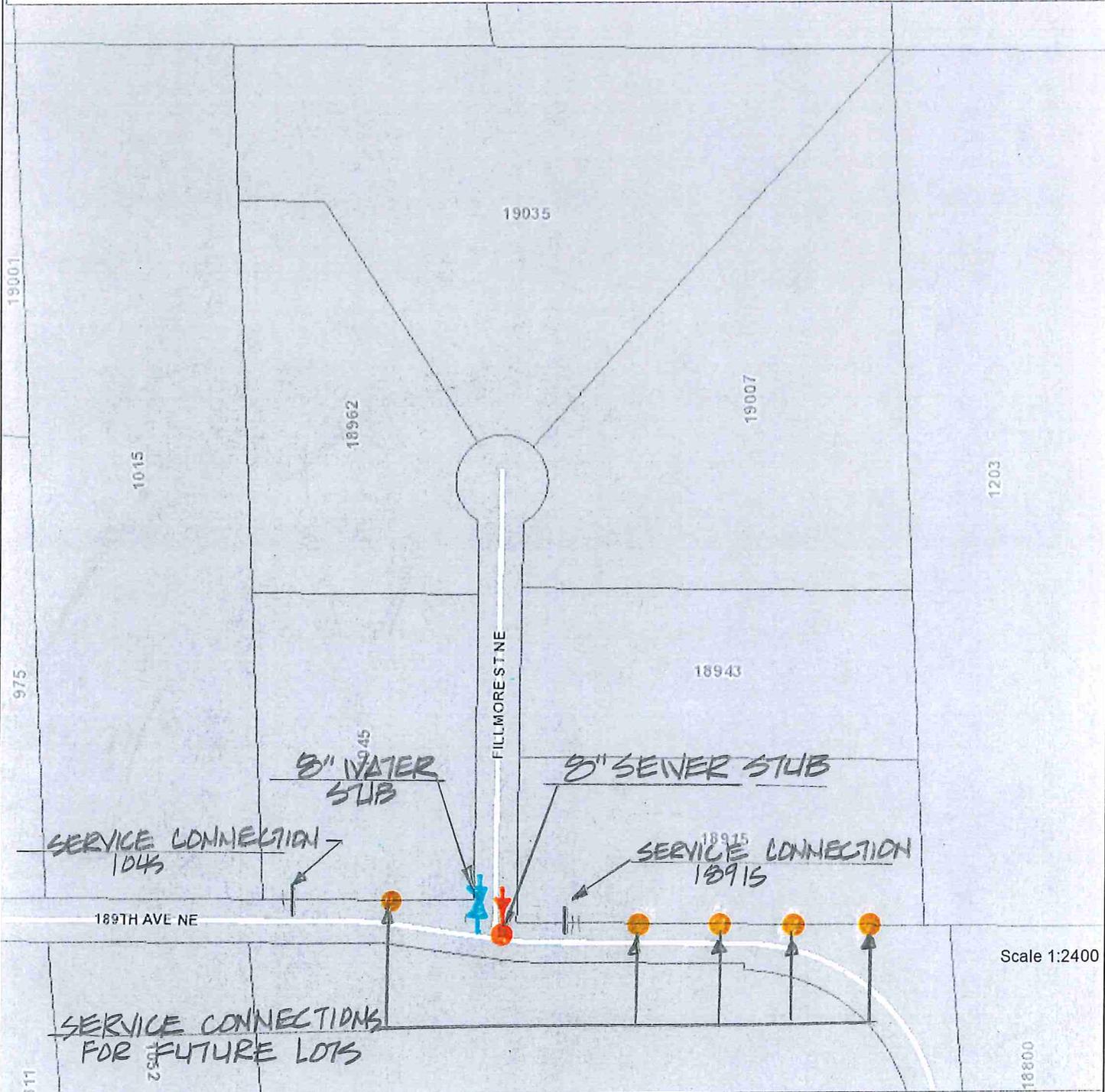
Aerial Photo: Flown Spring of 2014





Attachment - 4

UTILITY OPTIONS-SERVICE STUBS & FUTURE CONNECTIONS



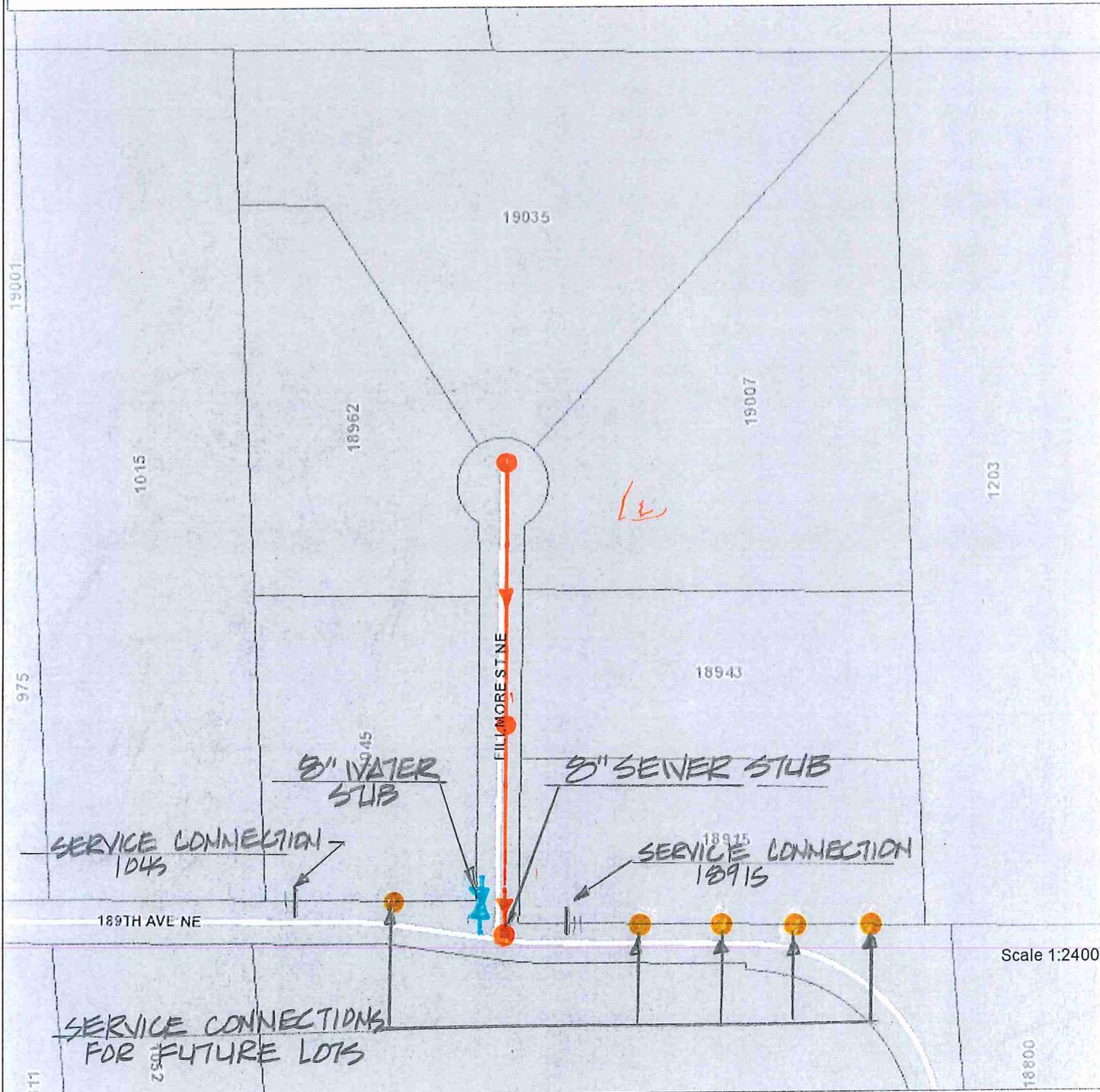
Aerial Photo: Flown Spring of 2014





Attachment - 5

UTILITY OPTIONS - CONNECTIONS & SEWER EXTENSION



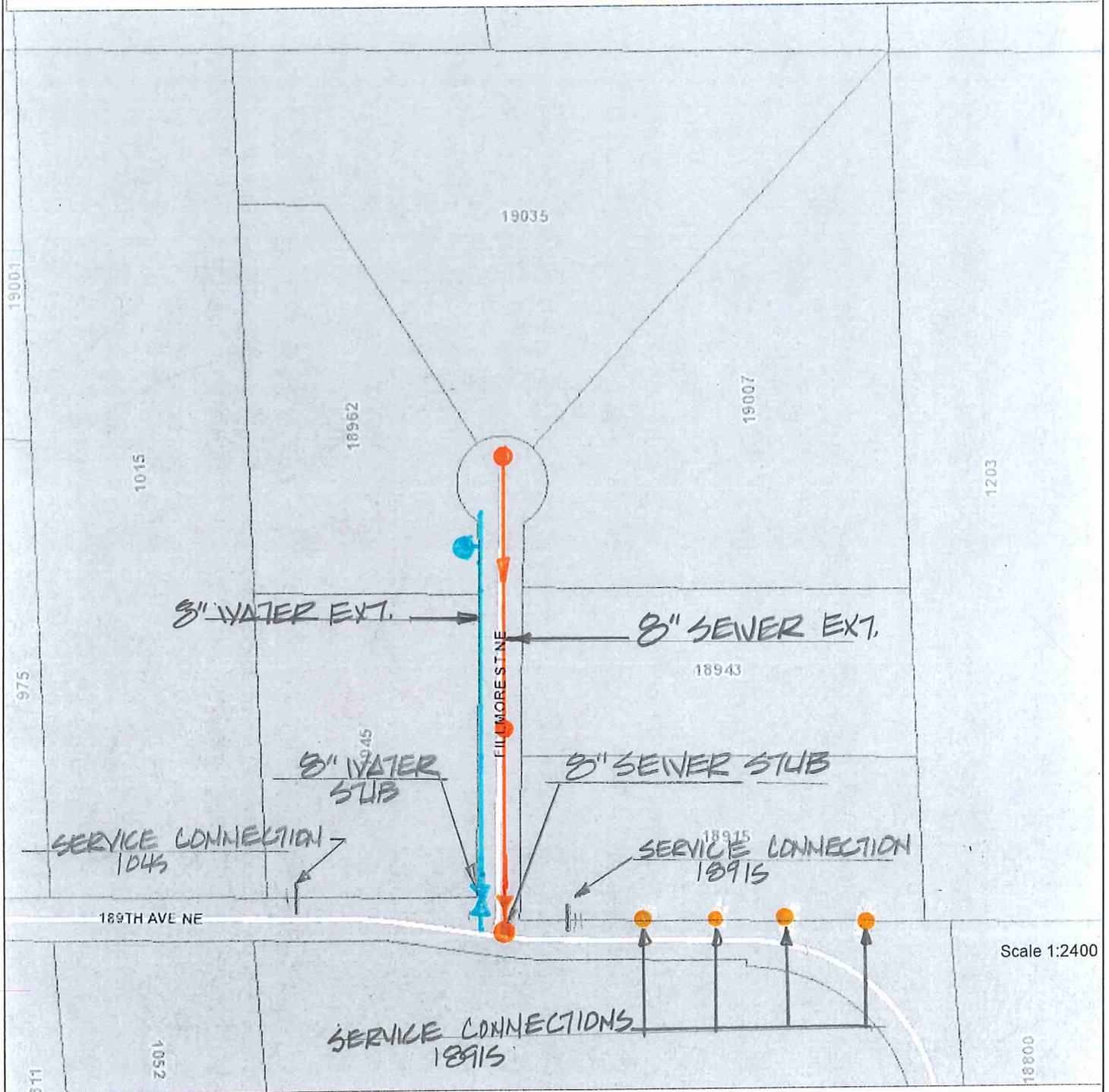
Scale 1:2400



Aerial Photo: Flown Spring of 2014



Attachment - 6 UTILITY OPTIONS - ALL SERVICES



Aerial Photo: Flown Spring of 2014



attachment 7

FILLMORE STREET
ENGINEERS ESTIMATE
SEPTEMBER 2016

Bid Schedule "A" - Street Construction

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ESTIMATED UNIT PRICE	ESTIMATED TOTAL AMOUNT
1	MOBILIZATION	1	LUMP SUM	\$2,500.00	\$2,500.00
2	REMOVE SIGN	2	EACH	\$40.00	\$80.00
3	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	60	LIN FT	\$3.00	\$180.00
4	DITCH CONSTRUCTION	400	LIN FT	\$20.00	\$8,000.00
5	TOPSOIL BORROW (LV)	259	CU YD	\$20.00	\$5,180.00
6	SUBGRADE PREPARATION	7.5	ROAD STATION	\$300.00	\$2,250.00
7	AGGREGATE BASE CLASS 5	782	TON	\$15.00	\$11,730.00
8	BITUMINOUS MATERIAL FOR TACK COAT	118	GALLONS	\$3.00	\$354.00
9	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	224	TON	\$57.00	\$12,768.00
10	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	299	TON	\$54.00	\$16,146.00
11	TRAFFIC CONTROL	1	LUMP SUM	\$1,500.00	\$1,500.00
12	SIGN	2	EACH	\$175.00	\$350.00
13	SILT FENCE, TYPE MACHINE SLICED	300	LIN FT	\$3.00	\$900.00
14	APRONS	6	EACH	\$250.00	\$1,500.00
15	CULVERT	90	LIN FT	\$35.00	\$3,150.00
16	TEMPORARY ROCK CONSTRUCTION ENTRANCE	1	EACH	\$1,000.00	\$1,000.00
17	SEEDING	1.3	ACRE	\$750.00	\$975.00
18	SEEDING MIXTURE 25-131	286	POUND	\$3.00	\$858.00
19	MULCH MATERIAL TYPE 1	2.6	TON	\$500.00	\$1,300.00
20	FERTILIZER TYPE 1	650	POUND	\$1.00	\$650.00

Total Bid Schedule "A" **\$71,371.00**

Bid Schedule "B" - Sanitary Sewer

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ESTIMATED UNIT PRICE	ESTIMATED TOTAL AMOUNT
1	MOBILIZATION	1	LUMP SUM	\$2,800.00	\$2,800.00
2	8" PVC PIPE SEWER	740	LIN FT	\$55.00	\$40,700.00
3	8"X4" PVC WYE	16	EACH	\$130.00	\$2,080.00
4	4" PVC CAPS	16	EACH	\$100.00	\$1,600.00
5	4" PVC SANITARY SERVICE PIPE SDR 26	640	LIN FT	\$21.00	\$13,440.00
6	CLEAN AND VIDEO TAPE PIPE SEWER	740	LIN FT	\$1.40	\$1,036.00
7	CONSTRUCT SANITARY STRUCTURE DESIGN 48-4007 (0-12')	2	EACH	\$3,120.00	\$6,240.00
8	EXTRA DEPTH SANITARY SEWER MANHOLE (>12')	10	LIN FT	\$75.00	\$750.00
9	CASTING ASSEMBLY	2	EACH	\$365.00	\$730.00
10	DEWATERING	1	LUMP SUM	\$20,000.00	\$20,000.00

Total Bid Schedule "B" **\$89,376.00**

Bid Schedule "C" - Watermain

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ESTIMATED UNIT PRICE	ESTIMATED TOTAL AMOUNT
1	MOBILIZATION	1	LUMP SUM	\$3,000.00	\$3,000.00
2	6" GATE VALVE AND BOX	1	EACH	\$2,080.00	\$2,080.00
3	8" GATE VALVE AND BOX	1	EACH	\$2,860.00	\$2,860.00
4	1" CORPORATION STOP	16	EACH	\$250.00	\$4,000.00
5	1" CURB STOP & BOX	16	EACH	\$250.00	\$4,000.00
6	HYDRANT	1	EACH	\$4,800.00	\$4,800.00
7	1" WATER SERVICE PIPE	528	LIN FT	\$15.00	\$7,920.00
8	6" WATERMAIN	50	LIN FT	\$50.00	\$2,500.00
9	8" WATERMAIN	740	LIN FT	\$52.00	\$38,480.00
10	DUCTILE IRON FITTINGS	800	POUND	\$6.50	\$5,200.00
11	DEWATERING	1	LUMP SUM	\$20,000.00	\$20,000.00

Total Bid Schedule "C" **\$94,840.00**

Bid Schedule "A" - Street Construction	\$ 71,371.00
Bid Schedule "B" - Sanitary Sewer	\$ 89,376.00
Bid Schedule "C" - Watermain	\$ 94,840.00
Total	\$ 255,587.00



City of East Bethel City Council Meeting Agenda Information

Date:

September 21, 2016

Agenda Item Number:

Item 8.0 A 1

Agenda Item:

Amendments to Appendix A, Zoning Ordinance, Sections 9, 23, 24 and 48

Requested Action:

Consider adoption of proposed changes to Appendix A, Zoning Ordinance, Sections 9, 23, 24 and 48

Background Information:

At the September 7, 2016 Special City Council meeting, a discussion took place regarding proposed changes to sections of Appendix A, Zoning Code.

The Planning Commission previously reviewed and discussed the proposed Zoning Ordinance changes at their May and June meetings, and at their regular meeting on July 26, 2016 held a public hearing to further discuss proposed changes to Appendix A, Zoning Code. The City Council reviewed and discussed a preliminary proposal for changes at their June 8, 2016 Work Meeting. The proposed revisions represent a culmination of those discussions and include changes to the following sections:

- Section 48, Light Industrial District
- Section 24, Exterior Storage
- Section 23, Screening
- Section 9 - Definitions

The proposed changes would not alter any Light Industrial zoning designation, but would align the standards of the Zoning Ordinance with the objectives and intent of the 2008 - 2018 Comprehensive Plan. At the time discussions related to the Comprehensive Plan update commence in 2017, other categories for industrial use, transition industrial, and/or mixed use industrial/commercial may be considered as part of revisions to the Code during that process.

The City is of the opinion that amendments are needed to this section of the Zoning Ordinance to remove the existing ambiguities that currently permit many uses that are not consistent with the Comprehensive Plan. The proposed revision is viewed as temporary until a final review could be performed during the 2017 - 2018 preparation of the Comprehensive Plan. This change would provide interim protection from uses which may be inconsistent with the Comprehensive Plan and beyond the intended goal of this portion of the Ordinance.

Per direction by City Council at the Special Meeting on September 7, 2016, the proposed changes are presented and highlighted in Attachments 1, 2 &3. The changes are as follows:

Section 48 – Light Industrial

- Added additional language under permitted and conditional use permits for B-2 and B-3 districts “as determined by the Planning Commission and approved by the City Council.”
- Changed Public Facilities to Municipal facilities.
- Combined maintenance and repair into one category under Conditional use permit
- Motor Vehicle Sales was added as a prohibited use in the Light Industrial District

Section 9 Definition Additions include:

- Auto Salvage yard
- Impound Lots
- Municipal Facilities
- Slaughterhouses
- Truck or Motor Freight Terminal

Section 24 Exterior Storage changes included:

- Reduced the permitted areas of exterior storage from 50% of the rear yard to an area not to exceed the square footage of the principal structure on the site.

Attachments:

Attachment 1 –Section 48 with highlighted changes (9-21-16)

Attachment 2 –Section 24 with highlighted changes (9-21-16)

Attachment 3 –Section 9 with highlighted changes (9-21-16)

Attachment 4 - Sections 9, 23, 24, 48 reflecting changes of 9-7 -16

Fiscal Impact:

Recommendation(s):

Staff recommends that City Council consider approval of the changes to Appendix A, Zoning Ordinance Sections 48, 24, 23, and 9 as presented in Attachments 1-4.

City Council Action:

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

SECTION 48. - LIGHT INDUSTRIAL (I) DISTRICT

1. - PURPOSE

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

2. - PERMITTED USES

- A. Uses Allowed In The B-2 And B-3 Districts As Determined By The Planning Commission And Approved By The City Council.
- B. Brewery and Taproom As Regulated Under City Code Chapter 6, Sections 51, 52, And 63.
- C. Industrial Condominium/Multi-Tenant Structure.
- D. Manufacturing, Light – Excluding Those Uses That Generate Any Discernable Discharge That Cannot Be Maintained On The Site And Any Use That Requires Any Outside Manufacturing Activities.
- E. Municipal Facilities.
- F. Research Facility.
- G. Retail Sales, Incidental To Manufacturing, Of Products Manufactured, Assembled, Or Warehoused On The Premises, Provided No More Than Twenty Five (25) Percent Of The Building Is Used For Retail Space.
- H. Warehousing and Distribution.
- I. Other Similar Uses To Those Permitted In This Section As Determined By The Planning Commission And Approved By The City Council.

3. - ACCESSORY USES

- A. Fuel Tanks As Regulated By The Uniform Fire Code
- B. Trash Enclosure Service Structure.
- C. Other Uses Customarily Associated With A Permitted Use As Determined By The Planning Commission And Approved By The City Council.

4. - CONDITIONAL USES

- A. Uses Allowed In The B-2 And B-3 Districts As Determined By The Planning Commission And Approved By The City Council.
- B. Adult Uses – As Regulated Under Appendix A, Zoning, Section 10-5
- C. Commercial and Public Radio and Television Transmission and Public Utility Microwave Antenna.
- D. Construction Sales and Services.
- E. Exterior Storage As Regulated Under Appendix A, Zoning, Section 24
- F. Kennel, Commercial As Regulated Under East Bethel Code Of Ordinances, Chapter 10
- G. Maintenance and Repair Facilities Directly Associated With the Primary Business and Contained Inside the Principal Structure or Other Buildings on the Site.

- G. Telecommunication Facilities As Regulated Under **Appendix A, Zoning**, Section 16.
- H. Two Or More Buildings On Same Lot Provided Such Buildings Relate To The Permitted Use And Meeting The Requirements Of The Minnesota State Building Code.
- I. Other Similar Uses To Those Permitted In This Section As Determined By The Planning Commission And Approved By The City Council.

5. - INTERIM USES.

- A. Temporary/Seasonal Sales As Permitted In Section 10. General Development Regulations.
- B. Other Uses Similar To Those Permitted In This Section As Determined By The Planning Commission And Approved By The City Council.

6. PROHIBITED USES

- A. Trucking **and Motor Freight** Terminals
- B. Slaughterhouses
- C. Recycling Centers **and Drop Off Facilities**
- D. Auto Reduction Yards
- E. Impound Lots
- F. **Motor Vehicle Sales**

7. - DEVELOPMENT REGULATIONS.

A. *Minimum lot requirements:*

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

B. *Setbacks:*

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

C. *Building:*

1)	Maximum building height	50 feet from ground level
2)	Minimum building size	5,000 square feet

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

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

4. - I district.

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

- 1. Exterior storage shall be limited to the rear yard and shall not be allowed within the required setbacks, public right-of-way, private access easement, or within the required parking area.
- 2. Maximum amount of exterior storage cannot exceed the square footage of the Principal building.
- 3. Exterior storage cannot exceed 12 feet in height
- 4. Construction yards are exempt from exterior storage requirements as outlined in Section 24, 4-A, provided they are located in the rear yard behind the principal building and cannot exceed the square footage of the Principal building and shall not be allowed within the required setbacks, public right-of-way, private access easement, or within the required parking area.

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

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

- C. Exterior Display in I-1 districts.

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

- D. Prohibited storage

Agricultural use: The production for sale of livestock, dairy animals or dairy products, poultry or poultry products, fur-bearing animals, horticultural or nursery stock, fruit, vegetables, forage, grains, or bees and apiary products.

All-terrain vehicle: "All-terrain vehicle" or "vehicle" means a motorized flotation-tired vehicle of not less than three low pressure tires, but not more than six tires, that is limited in engine displacement of less than 800 cubic inches and total dry weight less than 900 pounds.

Alteration: Any change, addition, or modification in construction or type of occupancy, or in the structural members of a building such as foundations, walls, or partitions, columns, beams, or girders, or any enlargement of a building or structure whether horizontal or vertical.

Amortization: The establishment of a time schedule over which the cost of an investment is depreciated.

Antenna, amateur radio: Any equipment or device used to transmit, receive, or transmit and receive electromagnetic signals for "amateur radio service" communications.

Antenna, building-mounted: Any antenna, other than an antenna with its supports resting on the ground, directly attached or affixed to a building, tank, tower, building-mounted mast less than ten feet tall and six inches in diameter, or a structure other than a telecommunications tower.

Antenna, minor: A ground- or building-mounted receive-only radio or recreational vehicle antenna whose total height including any mast to which it is attached is less than 20 feet.

Antenna support structure: Any building, pole, telescoping mast, tower, tripod, or any other structure which supports an antenna.

Apartment: A suite of rooms or a room in a multiple-family dwelling arranged and intended as a place of residence.

Applicant: The owners, their agent, or representative having interest in land where an application for city review of any permit, use, or development is required by this chapter.

Auto reduction yard: A lot or yard where one or more unlicensed motor vehicle(s) or the remains thereof, are kept for the purpose of dismantling, wrecking, crushing, repairing, rebuilding, sale of parts, sales of scrap, storage, or abandonment.

Base flood: See *Regional flood*.

Basement: That portion of a building which is partly or wholly below grade but so located that the vertical distance from the average grade to the floor is greater than the vertical distance from the average grade to the ceiling.

Bed and breakfast: An owner-occupied private home where accommodations are offered for one or more nights to transients.

Block: The property abutting one side of a road or street and lying between the two intersecting or intercepting roads or streets and subdivided acreage.

Bluff: A topographic feature such as a hill, cliff, or embankment having the following characteristics:

- A. Part or all of the feature is located in a shoreland area;
- B. The slope rises at least 25 feet above the ordinary high water level of the water body;
- C. The grade of the slope from the toe of the bluff to a point 25 feet or more above the ordinary high water level averages 30 percent or greater; and
- D. The slope must drain toward the water body. An area with an average slope of less than 18 percent over a distance for 50 feet or more shall not be considered part of the bluff.

Bluff impact zone: A bluff and land located within 20 feet from the top of a bluff.

Boathouse: An uninhabited structure designed and used solely for the storage of boats or boating equipment.

Health/recreation facility: An indoor facility that includes uses such as game courts, exercise equipment, locker rooms, Jacuzzi and/or sauna, and pro shop.

Home occupation: An occupation carried on in a dwelling unit or accessory building by the resident, which is clearly secondary to the principal use.

Homeowners association: A formally constituted nonprofit association or corporation made up of the property owners and/or residents of the development for the purpose of owning, operating, and maintaining the common open space and facilities.

Hotel: A building having provision for ten or more guests in which lodging is provided with or without meals, for compensation, and which is open to transient or permanent guests or both, and which ingress and egress to and from all rooms is made through an inside lobby or office supervised by a person in charge.

***Impound lots:* A lot or yard where wrecked or towed vehicles are brought for temporary storage**

Industrial use: The use of land or buildings for the production, manufacture, warehousing, storage, or transfer of goods, products, commodities, or other wholesale items.

Industrial waste: Solid waste resulting from an industrial, manufacturing, service, or commercial activity that is managed as a separate waste stream.

Infectious waste: Laboratory waste, blood, regulated body fluids, sharps, and research animal wastes that have not been decontaminated.

Inoperative vehicle: A vehicle incapable of movement under its own power.

Intensive vegetation clearing: The complete removal of trees or shrubs in a contiguous patch, strip, row, or block.

***Interim use:* Uses that are permitted for a limited amount of time (contain a sunset provision), after approval of the city, if conditions listed in the ordinance are met.**

Junk yard: An establishment, place of business, or place of storage or deposit, which is maintained, operated, or used for storing, keeping, buying, or selling junk, or for the maintenance or operation of an automobile graveyard, and shall include garbage dumps and sanitary fills not regulated by the MPCA, any of which are wholly or partly within one-half mile of any rights-of-way, whether maintained in connection with another business or not, where waste, or discarded material stored is equal in bulk to five or more motor vehicles and which is to be resold for used parts or old iron, metal, glass, or other discarded material.

kennel, commercial: Any place where a person accepts dogs from the general public and which are kept for the purpose of boarding.

kennel, private: Any place where more than two dogs, over four months of age are kept or harbored, provided such animals are owned by the owner or lessee of the premises on which they are kept or harbored, and the owner or lessee of said premises is not conducting a business operation involving the dogs, whether for-profit or nonprofit.

Land clearing: The removal of contiguous groups of trees and other woody plants in an area of 20,000 square feet or more within any 12-month period.

Licensed daycare facility: Any public or private facility required to be licensed by a governmental agency that provides one or more persons with care, training, supervision, habilitation, rehabilitation, or developmental guidance on a regular basis, for periods of less than 24 hours per day, in a place other than the person's own home. Licensed daycare facilities include, but are not limited to: family daycare homes, group family daycare homes, daycare centers, day nurseries, nursery schools, developmental achievement centers, day treatment programs, adult daycare centers, and day services.

Licensed residential care facility: Any public or private facility required to be licensed by a governmental agency, that provides one or more persons with 24-hour-per-day care, food, lodging, training, education, supervision, habilitation, rehabilitation, and treatment they need, but which for any reason cannot be furnished in the person's own home. Residential facilities include, but are not limited to, state institutions under the care of the commissioner of human services, foster homes, residential treatment centers, group

Mn/DOT: Minnesota Department of Transportation.

Motel: An establishment containing rooming units designed primarily to provide sleeping accommodations for transient lodgers, with rooms having a separate entrance providing direct access to the outside, and providing automobile parking located adjacent to or near sleeping rooms.

Motor truck: A single or multiple axle straight frame truck with a maximum gross vehicle weight rating (GVWR) 20,000 pounds or greater.

Motor vehicle: The meaning given to it in Minn. Stats. § 168.011, subd. 4, and also includes a park trailer as defined in Minn. Stats. § 168.011, subd. 8, and a horse trailer as defined in Minn. Stats. § 168.27, subd. 1.

Motor vehicle and/or motorcycle internet distribution sales (only): A business predicated on sales through internet communication elements of which consist of the following: at least 95 percent of all sales are initiated and secured through internet communication between buyer and seller; the business has no pre-sale acquired inventory; all sales are substantially completed before the product is delivered to the business site for delivery to the customer; there is minimal need for automotive storage on site with the exception of automobiles awaiting customer pickup; there is limited need for exterior storage, and no automotive repair or maintenance is conducted outdoors.

Motor vehicle dealer: Any person, firm, or corporation, including licensed used motor vehicle dealers, wholesalers, auctioneers, and lessors of new or used motor vehicles, regularly engaged in the business of selling, purchasing, and generally dealing in new and used motor vehicles, and new and used motor vehicle bodies, chassis-mounted or not, having an established place of business for the sale, trade, and display of new and used motor vehicles, and new and used motor vehicle bodies, and which has new and used motor vehicles and new and used motor vehicle bodies for the purposes of sale or trade.

Motor vehicle parts: Retail and wholesale of new auto parts, equipment, and supplies to the general public and the automotive industry.

Motor vehicle repair, major: General repair, rebuilding, or reconditioning of engines, motor vehicles, or trailers; collision service including body, frame, or fender straightening or repair, overall painting and upholstering; and/or vehicle steam, cleaning. This definition does not include towing businesses.

Motor vehicle repair, minor: Repairs, incidental body and fender work, replacement of parts and motor services to passenger automobiles and trucks not exceeding 12,000 pounds gross weight, but not to include any operation specified under *Motor vehicle repair, major*.

Motor vehicle sales: The sale, offering for sale, display for sale, or facilitating the sale of motor vehicles, new or used.

Motor vehicle sales lot: Any lot, site, premises, or establishment where motor vehicles, new or used, are sold, offered for sale, or displayed for sale, or where the sale of motor vehicles is facilitated.

Motor vehicle service station: A place for the dispensing, sale, or offering for sale of motor fuel directly to users of motor vehicles, together with the sale of minor accessories and the servicing of and minor repair of motor vehicles.

Motor vehicle wash: Premises having a structure for washing and drying vehicles and adequate outdoor space for staging vehicles into and out of the wash.

Motorcycle: Every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, including motor scooters and bicycles with motor attached, excluding tractors as defined by Minn. Stats. § 169.011, subd. 44.

MPCA: Minnesota Pollution Control Agency.

Municipal Facilities: Buildings and storage areas for municipal services such as City halls, fire stations, public works, and public safety.

NIER: Non-ionizing electromagnetic radiation, electromagnetic radiation primarily in the visible, infrared, and radio frequency portions of the electromagnetic spectrum.

electromagnetic signals. This definition is meant to include, but is not limited to, what are commonly referred to as satellite earth stations, TVROs, and satellite microwave antennae.

School: A facility that provides a curriculum of preschool, elementary, secondary, post-secondary, or other instruction including, but not limited to, licensed daycare facilities, kindergartens, elementary, junior high, high schools, and technical or college instruction.

School, home: A school within a residential dwelling educating children residing in the residential dwelling.

School, specialty: A facility that provides specialized instruction for dance, music, art, karate, or similar educational activities.

Screening: Screening includes earth mounds, berms, or ground forms, fences and walls, or landscaping (plant materials) or landscaped fixtures (such as timbers), used in combination or singularly so as to block direct visual access to an object throughout the year.

Self-service storage: A structure or structures containing separate storage spaces of varying sizes that is leased or rented individually.

Semi-public use: The use of land by a private, nonprofit organization to provide a public service that is ordinarily open to some persons outside the regular constituency of the organization.

Semi-tractor: A vehicle that is designed to pull a trailer attached to a fifth wheel and has a gross vehicle weight rating (GVWR) 20,000 pounds or greater.

Semi-trailer: A vehicle of the trailer type so designed and used in conjunction with a tractor-trailer that a considerable part of its own weight or that of its load rests upon and is carried by the truck-tractor and includes a trailer drawn by a truck-tractor semi-trailer combination.

Sensitive resource management: The preservation and management of areas unsuitable for development in their natural state due to constraints such as shallow soils over groundwater or bedrock, highly erosive or expansive soils, steep slopes, susceptibility to flooding, or occurrence of flora or fauna in need of special protection.

Setback: The minimum horizontal distance from any lot line, road easement, ordinary high water level, or other referenced feature that a structure or improvement may be placed, as measured from the lot line or feature to the closest point of the structure or improvement.

Sewer system: Pumping stations, force main, pipelines, or conduits, and all other construction, devices, appliances, or appurtenances used for conducting sewage, industrial waste, or other wastes to a point of ultimate disposal.

Shore impact zone: Land located between the ordinary high water level of a public water and a line parallel to it at a setback of 50 percent of the structure setback.

Shoreland: Land located within the following distances from public waters: 1,000 feet from the ordinary high water level of a lake, pond, or flowage; and 300 feet from a river or stream, or the landward extent of a floodplain designated by ordinance on a river or stream, whichever is greater. The limits of shorelands may be reduced whenever the waters involved are bounded by topographic divides which extend landward from the waters for lesser distances and when approved by the commissioner of the department of natural resources.

Significant historic site: Any archaeological site, standing structure, or other property that has been listed on, or meets the criteria for eligibility to be listed on, the National Register of Historic Places, the state register of historic sites, or any regional, county, municipal or local historic registers, or that is determined to be an unplatted cemetery that falls under the provisions of Minn. Stats. § 307.08. A historic site meets these criteria if it is presently listed on any of the aforementioned registers, or if it is determined to meet the qualifications for listing after review by the Minnesota State Archaeologist, the director of the Minnesota Historical Society, or a qualified representative of the regional, county, municipal, or local registers. All unplatted cemeteries are automatically considered to be significant historic sites.

***Slaughterhouses:* A building where animals are killed and prepared for mass food production.**

Structure, temporary: Structures that are of a mobile nature and located on a property for no more than six months in a 12-month period, such as ice fishing shanties, camping, tents, enclosed trailers, and other similar facilities.

Subdivision: Land that is divided for the purpose of sale, rent, or lease.

Surface water-oriented commercial use: The use of land for commercial purposes where access to and use of a surface water feature is an integral part of the normal conducting of business. Marinas, resorts, and restaurants with transient docking facilities are examples of such use.

Swimming pool: Any structure intended for swimming or recreational bathing that contains water over 24 inches deep and 5,000 gallons in capacity. This includes in-ground, above-ground, and on-ground swimming pools.

Tavern or bar: A building with facilities for the serving of 3.2 percent malt beverages, liquor, wine, set-ups, and short order foods.

Telecommunications facility: A facility that transmits and/or receives electromagnetic signals. It includes antennae, microwave dishes, horns, and other types of equipment for the transmission or receipt of such signals, telecommunications towers or similar structures supporting said equipment, equipment buildings, parking areas, and other accessory development. It does not include facilities staffed with other than occasional maintenance and installation personnel, vehicle or other outdoor storage yards, offices, or broadcast studios other than those designated for emergency use. All communication towers are subject to the provisions established for such use in Section 17 [16]. Telecommunication[s] Facilities.

Telecommunications tower: A mast, pole, monopole, guyed tower, lattice tower, freestanding tower, or other structure designed and primarily used to support antennae. A ground- or building-mounted mast less than ten feet tall and six inches in diameter supporting a single antenna shall not be considered a telecommunications tower.

Temporary/seasonal sales: A facility or area for temporary or seasonal sales of goods, wares, or merchandise.

Toe of the bluff: The base of a bluff.

Top of the bluff: The top portion of a bluff.

Townhouse: A single-family dwelling unit, with private front and rear entrances which is part of a multiple-family building whose dwelling units are attached horizontally in a linear arrangement. Each dwelling unit must be separated from other dwelling units by a firewall or walls extending from the foundation through the roof with no openings. Each dwelling unit shall have a totally exposed front and rear wall to be used for entry, light, and ventilation.

Transportation/motor freight terminal: A building or area in which freight brought by truck is assembled and/or stored for routing or shipment, or in which semi-trailers, including tractor or trailer units and other trucks, are parked or stored.

Transportation terminal: Taxi, bus, train, and mass transit terminal and related ticketing, passenger waiting, parking, and storage areas.

Truck farming: An agricultural operation in which garden vegetables, fruits, and other such produce is transported from the subject property to an off-site location for sale.

Truck or Motor Freight Terminal: A loading dock facility allowing truck freight operators to redistribute loads of their truck fleets at an intermediate transfer point. These facilities are primarily used for staging loads and possess very little, if any, indoor storage area, or a building or area in which trucks, including tractor or trailer units, are parked, stored, or serviced, including the transfer, loading or unloading of goods. A terminal may include facilities for the temporary storage of loads prior to transshipments.

Truck, semi-trailer: The terms "semi-trailer," "truck-tractor," "truck," and "vehicle" shall have the meanings given them in Minn. Stats. § 169.01.

Truck stop: A motor fuel station devoted principally to the needs of tractor-trailer units and trucks, and which may include eating and/or sleeping facilities

Undisturbed soil contour: The identified area within the buildable area of each lot which has never been excavated, cut, or filled. On-site septic areas (sewers) sufficient for two systems shall be identified on each lot and marked off to keep construction traffic off during plat development. Areas for sewers which cannot be located in the undisturbed soil contour area will require a design by a certified designer to ensure the lot will be capable of sustaining an on-site sewer at the time of plat review. Certification of "buildable area" and "undisturbed soil contour" shall be submitted in the form of an exhibit prepared by the developer's engineer or surveyor.

Unplatted area: A parcel of land described by metes and bounds, without reference to block and lot.

Use: The purpose for which land or premises or a building thereon is designed, arranged or intended, or for which it is or may be occupied or maintained.

- A. *Accessory use:* A use subordinate to and serving the principal use or structure on the same lot and incidental to such principal use.
- B. *Conditional use:* Either a public or private use as listed which because of its unique characteristics cannot be properly classified as a permitted use in a particular district. After consideration in each case of the impact of such use upon neighboring land and of the public need for the particular use at the particular location, such "conditional use" may or may not be granted by the council.
- C. *Interim use:* Uses that are permitted for a limited amount of time (contain a sunset provision), after approval of the city, if conditions listed in the ordinance are met.
- D. *Open space use:* The use of land without a structure or including a structure incidental to the open space use with a ground floor equal to five percent or less of the area of the lot.
- E. *Permitted use:* A use that is or may be lawfully established in a particular district or district provided it conforms to all requirements, regulations, and performance standards of such district.
- F. *Principle use:* The main use of land or buildings as distinguished from subordinate or accessory uses. A "principal use" may be permitted or conditional.

Used motor vehicle: A motor vehicle for which title has been transferred from the person who first acquired it from the manufacturer, distributor, or dealer. A new motor vehicle will not be considered a used motor vehicle until it has been placed in actual operation and not held for resale by an owner who has been granted a certificate of title on the motor vehicle and has registered the motor vehicle in accordance with Minn. Stats. ch. 168 and Minn. Stats. chs. 168A and 297B, or the laws of the residence of the owner.

Variance: A modification or variation of the provisions of this chapter as applied to a specific lot or property.

Veterinary: Those uses concerned with the diagnosis, treatment, and medical care of animals, including animal or pet hospitals.

Warehousing: The storage, packaging, and crating of materials or equipment within an enclosed building or structure.

Warehousing and distribution: A use engaged in storage, wholesale, and distribution of manufactured products, supplies, and equipment.

Waste: Infectious waste, nuclear waste, pathological waste, sewage sludge, solid waste and hazardous waste.

Waste facility: Property used for the accumulation, storage, processing, or disposal of waste.

Waste management: Activities which are intended to affect or control the generation of waste and activities which provide for or control the collection, processing, and disposal of waste.

Water-oriented accessory structure or facility: A small, above-ground building or other improvement, except stairways, fences, docks, and retaining walls.

Agricultural composting: The direct incorporation by disking or plowing of yard waste into the soil surface of agricultural production lands.

Agricultural use: The production for sale of livestock, dairy animals or dairy products, poultry or poultry products, fur-bearing animals, horticultural or nursery stock, fruit, vegetables, forage, grains, or bees and apiary products.

All-terrain vehicle: "All-terrain vehicle" or "vehicle" means a motorized flotation-tired vehicle of not less than three low pressure tires, but not more than six tires, that is limited in engine displacement of less than 800 cubic inches and total dry weight less than 900 pounds.

Alteration: Any change, addition, or modification in construction or type of occupancy, or in the structural members of a building such as foundations, walls, or partitions, columns, beams, or girders, or any enlargement of a building or structure whether horizontal or vertical.

Amortization: The establishment of a time schedule over which the cost of an investment is depreciated.

Antenna, amateur radio: Any equipment or device used to transmit, receive, or transmit and receive electromagnetic signals for "amateur radio service" communications.

Antenna, building-mounted: Any antenna, other than an antenna with its supports resting on the ground, directly attached or affixed to a building, tank, tower, building-mounted mast less than ten feet tall and six inches in diameter, or a structure other than a telecommunications tower.

Antenna, minor: A ground- or building-mounted receive-only radio or recreational vehicle antenna whose total height including any mast to which it is attached is less than 20 feet.

Antenna support structure: Any building, pole, telescoping mast, tower, tripod, or any other structure which supports an antenna.

Apartment: A suite of rooms or a room in a multiple-family dwelling arranged and intended as a place of residence.

Applicant: The owners, their agent, or representative having interest in land where an application for city review of any permit, use, or development is required by this chapter.

Auto reduction yard: A lot or yard where one or more unlicensed motor vehicle(s) or the remains thereof, are kept for the purpose of dismantling, wrecking, crushing, repairing, rebuilding, sale of parts, sales of scrap, storage, or abandonment.

Base flood: See *Regional flood*.

Basement: That portion of a building which is partly or wholly below grade but so located that the vertical distance from the average grade to the floor is greater than the vertical distance from the average grade to the ceiling.

Bed and breakfast: An owner-occupied private home where accommodations are offered for one or more nights to transients.

Block: The property abutting one side of a road or street and lying between the two intersecting or intercepting roads or streets and subdivided acreage.

Bluff: A topographic feature such as a hill, cliff, or embankment having the following characteristics:

- A. Part or all of the feature is located in a shoreland area;
- B. The slope rises at least 25 feet above the ordinary high water level of the water body;
- C. The grade of the slope from the toe of the bluff to a point 25 feet or more above the ordinary high water level averages 30 percent or greater; and
- D. The slope must drain toward the water body. An area with an average slope of less than 18 percent over a distance for 50 feet or more shall not be considered part of the bluff.

Bluff impact zone: A bluff and land located within 20 feet from the top of a bluff.

Health/recreation facility: An indoor facility that includes uses such as game courts, exercise equipment, locker rooms, Jacuzzi and/or sauna, and pro shop.

Home occupation: An occupation carried on in a dwelling unit or accessory building by the resident, which is clearly secondary to the principal use.

Homeowners association: A formally constituted nonprofit association or corporation made up of the property owners and/or residents of the development for the purpose of owning, operating, and maintaining the common open space and facilities.

Hotel: A building having provision for ten or more guests in which lodging is provided with or without meals, for compensation, and which is open to transient or permanent guests or both, and which ingress and egress to and from all rooms is made through an inside lobby or office supervised by a person in charge.

[Impound lots: A lot or yard where wrecked or towed vehicles are brought for temporary storage.](#)

Industrial use: The use of land or buildings for the production, manufacture, warehousing, storage, or transfer of goods, products, commodities, or other wholesale items.

Industrial waste: Solid waste resulting from an industrial, manufacturing, service, or commercial activity that is managed as a separate waste stream.

Infectious waste: Laboratory waste, blood, regulated body fluids, sharps, and research animal wastes that have not been decontaminated.

Inoperative vehicle: A vehicle incapable of movement under its own power.

Intensive vegetation clearing: The complete removal of trees or shrubs in a contiguous patch, strip, row, or block.

[Interim use: Uses that are permitted for a limited amount of time \(contain a sunset provision\), after approval of the city, if conditions listed in the ordinance are met.](#) ~~Interim use: A temporary use of property until a particular date, the occurrence of a particular event, a violation of the permit, or until zoning regulations no longer permit it.~~

Junk yard: An establishment, place of business, or place of storage or deposit, which is maintained, operated, or used for storing, keeping, buying, or selling junk, or for the maintenance or operation of an automobile graveyard, and shall include garbage dumps and sanitary fills not regulated by the MPCA, any of which are wholly or partly within one-half mile of any rights-of-way, whether maintained in connection with another business or not, where waste, or discarded material stored is equal in bulk to five or more motor vehicles and which is to be resold for used parts or old iron, metal, glass, or other discarded material.

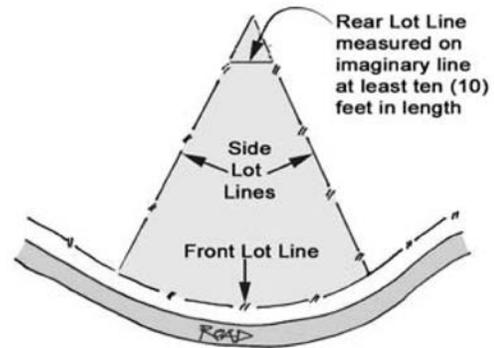
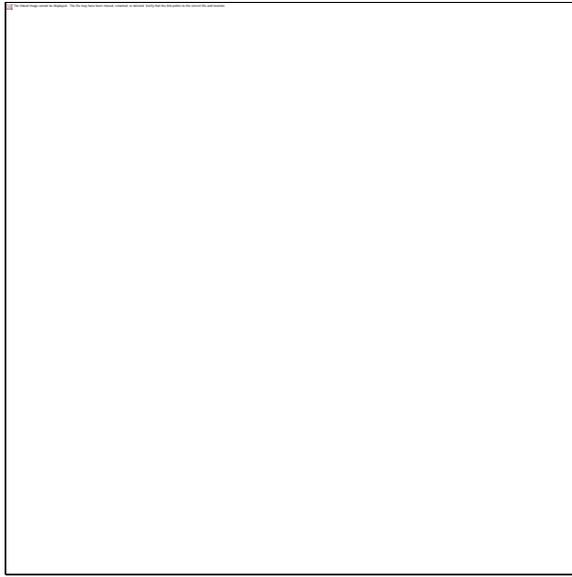
Kennel, commercial: Any place where a person accepts dogs from the general public and which are kept for the purpose of boarding.

Kennel, private: Any place where more than two dogs, over four months of age are kept or harbored, provided such animals are owned by the owner or lessee of the premises on which they are kept or harbored, and the owner or lessee of said premises is not conducting a business operation involving the dogs, whether for-profit or nonprofit.

Land clearing: The removal of contiguous groups of trees and other woody plants in an area of 20,000 square feet or more within any 12-month period.

Licensed daycare facility: Any public or private facility required to be licensed by a governmental agency that provides one or more persons with care, training, supervision, habilitation, rehabilitation, or developmental guidance on a regular basis, for periods of less than 24 hours per day, in a place other than the person's own home. Licensed daycare facilities include, but are not limited to: family daycare homes, group family daycare homes, daycare centers, day nurseries, nursery schools, developmental achievement centers, day treatment programs, adult daycare centers, and day services.

Licensed residential care facility: Any public or private facility required to be licensed by a governmental agency, that provides one or more persons with 24-hour-per-day care, food, lodging, training, education, supervision, habilitation, rehabilitation, and treatment they need, but which for any reason cannot



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

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

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

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

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

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

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

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

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

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

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

Mn/DOT: Minnesota Department of Transportation.

Motel: An establishment containing rooming units designed primarily to provide sleeping accommodations for transient lodgers, with rooms having a separate entrance providing direct access to the outside, and providing automobile parking located adjacent to or near sleeping rooms.

Motor truck: A single or multiple axle straight frame truck with a maximum gross vehicle weight rating (GVWR) 20,000 pounds or greater.

Motor vehicle: The meaning given to it in Minn. Stats. § 168.011, subd. 4, and also includes a park trailer as defined in Minn. Stats. § 168.011, subd. 8, and a horse trailer as defined in Minn. Stats. § 168.27, subd. 1.

Motor vehicle and/or motorcycle internet distribution sales (only): A business predicated on sales through internet communication elements of which consist of the following: at least 95 percent of all sales are initiated and secured through internet communication between buyer and seller; the business has no pre-sale acquired inventory; all sales are substantially completed before the product is delivered to the business site for delivery to the customer; there is minimal need for automotive storage on site with the exception of automobiles awaiting customer pickup; there is limited need for exterior storage, and no automotive repair or maintenance is conducted outdoors.

Motor vehicle dealer: Any person, firm, or corporation, including licensed used motor vehicle dealers, wholesalers, auctioneers, and lessors of new or used motor vehicles, regularly engaged in the business of selling, purchasing, and generally dealing in new and used motor vehicles, and new and used motor vehicle bodies, chassis-mounted or not, having an established place of business for the sale, trade, and display of new and used motor vehicles, and new and used motor vehicle bodies, and which has new and used motor vehicles and new and used motor vehicle bodies for the purposes of sale or trade.

Motor vehicle parts: Retail and wholesale of new auto parts, equipment, and supplies to the general public and the automotive industry.

Motor vehicle repair, major: General repair, rebuilding, or reconditioning of engines, motor vehicles, or trailers; collision service including body, frame, or fender straightening or repair, overall painting and upholstering; and/or vehicle steam, cleaning. This definition does not include towing businesses.

Motor vehicle repair, minor: Repairs, incidental body and fender work, replacement of parts and motor services to passenger automobiles and trucks not exceeding 12,000 pounds gross weight, but not to include any operation specified under *Motor vehicle repair, major*.

Motor vehicle sales: The sale, offering for sale, display for sale, or facilitating the sale of motor vehicles, new or used.

Motor vehicle sales lot: Any lot, site, premises, or establishment where motor vehicles, new or used, are sold, offered for sale, or displayed for sale, or where the sale of motor vehicles is facilitated.

Motor vehicle service station: A place for the dispensing, sale, or offering for sale of motor fuel directly to users of motor vehicles, together with the sale of minor accessories and the servicing of and minor repair of motor vehicles.

Motor vehicle wash: Premises having a structure for washing and drying vehicles and adequate outdoor space for staging vehicles into and out of the wash.

Motorcycle: Every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, including motor scooters and bicycles with motor attached, excluding tractors as defined by Minn. Stats. § 169.011, subd. 44.

MPCA: Minnesota Pollution Control Agency.

[*Municipal Facilities:* Buildings and storage areas for municipal services such as City halls, fire stations, public works, and public safety.](#)

NIER: Non-ionizing electromagnetic radiation, electromagnetic radiation primarily in the visible, infrared, and radio frequency portions of the electromagnetic spectrum.

electromagnetic signals. This definition is meant to include, but is not limited to, what are commonly referred to as satellite earth stations, TVROs, and satellite microwave antennae.

School: A facility that provides a curriculum of preschool, elementary, secondary, post-secondary, or other instruction including, but not limited to, licensed daycare facilities, kindergartens, elementary, junior high, high schools, and technical or college instruction.

School, home: A school within a residential dwelling educating children residing in the residential dwelling.

School, specialty: A facility that provides specialized instruction for dance, music, art, karate, or similar educational activities.

Screening: Screening includes earth mounds, berms, or ground forms, fences and walls, or landscaping (plant materials) or landscaped fixtures (such as timbers), used in combination or singularly so as to block direct visual access to an object throughout the year.

Self-service storage: A structure or structures containing separate storage spaces of varying sizes that is leased or rented individually.

Semi-public use: The use of land by a private, nonprofit organization to provide a public service that is ordinarily open to some persons outside the regular constituency of the organization.

Semi-tractor: A vehicle that is designed to pull a trailer attached to a fifth wheel and has a gross vehicle weight rating (GVWR) 20,000 pounds or greater.

Semi-trailer: A vehicle of the trailer type so designed and used in conjunction with a tractor-trailer that a considerable part of its own weight or that of its load rests upon and is carried by the truck-tractor and includes a trailer drawn by a truck-tractor semi-trailer combination.

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Setback: The minimum horizontal distance from any lot line, road easement, ordinary high water level, or other referenced feature that a structure or improvement may be placed, as measured from the lot line or feature to the closest point of the structure or improvement.

Sewer system: Pumping stations, force main, pipelines, or conduits, and all other construction, devices, appliances, or appurtenances used for conducting sewage, industrial waste, or other wastes to a point of ultimate disposal.

Shore impact zone: Land located between the ordinary high water level of a public water and a line parallel to it at a setback of 50 percent of the structure setback.

Shoreland: Land located within the following distances from public waters: 1,000 feet from the ordinary high water level of a lake, pond, or flowage; and 300 feet from a river or stream, or the landward extent of a floodplain designated by ordinance on a river or stream, whichever is greater. The limits of shorelands may be reduced whenever the waters involved are bounded by topographic divides which extend landward from the waters for lesser distances and when approved by the commissioner of the department of natural resources.

Significant historic site: Any archaeological site, standing structure, or other property that has been listed on, or meets the criteria for eligibility to be listed on, the National Register of Historic Places, the state register of historic sites, or any regional, county, municipal or local historic registers, or that is determined to be an unplatted cemetery that falls under the provisions of Minn. Stats. § 307.08. A historic site meets these criteria if it is presently listed on any of the aforementioned registers, or if it is determined to meet the qualifications for listing after review by the Minnesota State Archaeologist, the director of the Minnesota Historical Society, or a qualified representative of the regional, county, municipal, or local registers. All unplatted cemeteries are automatically considered to be significant historic sites.

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Tavern or bar: A building with facilities for the serving of 3.2 percent malt beverages, liquor, wine, set-ups, and short order foods.

Telecommunications facility: A facility that transmits and/or receives electromagnetic signals. It includes antennae, microwave dishes, horns, and other types of equipment for the transmission or receipt of such signals, telecommunications towers or similar structures supporting said equipment, equipment buildings, parking areas, and other accessory development. It does not include facilities staffed with other than occasional maintenance and installation personnel, vehicle or other outdoor storage yards, offices, or broadcast studios other than those designated for emergency use. All communication towers are subject to the provisions established for such use in Section 17 [16]. Telecommunication[s] Facilities.

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Transportation/motor freight terminal: A building or area in which freight brought by truck is assembled and/or stored for routing or shipment, or in which semi-trailers, including tractor or trailer units and other trucks, are parked or stored.

Transportation terminal: Taxi, bus, train, and mass transit terminal and related ticketing, passenger waiting, parking, and storage areas.

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Truck, semi-trailer: The terms "semi-trailer," "truck-tractor," "truck," and "vehicle" shall have the meanings given them in Minn. Stats. § 169.01.

Truck stop: A motor fuel station devoted principally to the needs of tractor-trailer units and trucks, and which may include eating and/or sleeping facilities

Undisturbed soil contour: The identified area within the buildable area of each lot which has never been excavated, cut, or filled. On-site septic areas (sewers) sufficient for two systems shall be identified on each lot and marked off to keep construction traffic off during plat development. Areas for sewers which cannot be located in the undisturbed soil contour area will require a design by a certified designer to ensure the lot will be capable of sustaining an on-site sewer at the time of plat review. Certification of "buildable area" and "undisturbed soil contour" shall be submitted in the form of an exhibit prepared by the developer's engineer or surveyor.

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Use: The purpose for which land or premises or a building thereon is designed, arranged or intended, or for which it is or may be occupied or maintained.

- A. ~~A.~~—*Accessory use:* A use subordinate to and serving the principal use or structure on the same lot and incidental to such principal use.
- B. ~~B.~~—*Conditional use:* Either a public or private use as listed which because of its unique characteristics cannot be properly classified as a permitted use in a particular district. After consideration in each case of the impact of such use upon neighboring land and of the public need for the particular use at the particular location, such "conditional use" may or may not be granted by the council.
- C. *Interim use:* Uses that are permitted for a limited amount of time (contain a sunset provision), after approval of the city, if conditions listed in the ordinance are met.
- D. ~~C.~~—*Open space use:* The use of land without a structure or including a structure incidental to the open space use with a ground floor equal to five percent or less of the area of the lot.
- E. ~~D.~~—*Permitted use:* A use that is or may be lawfully established in a particular district or district provided it conforms to all requirements, regulations, and performance standards of such district.
- F. ~~E.~~—*Principle use:* The main use of land or buildings as distinguished from subordinate or accessory uses. A "principal use" may be permitted or conditional.

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Variance: A modification or variation of the provisions of this chapter as applied to a specific lot or property.

Veterinary: Those uses concerned with the diagnosis, treatment, and medical care of animals, including animal or pet hospitals.

Warehousing: The storage, packaging, and crating of materials or equipment within an enclosed building or structure.

Warehousing and distribution: A use engaged in storage, wholesale, and distribution of manufactured products, supplies, and equipment.

Waste: Infectious waste, nuclear waste, pathological waste, sewage sludge, solid waste and hazardous waste.

Waste facility: Property used for the accumulation, storage, processing, or disposal of waste.

Waste management: Activities which are intended to affect or control the generation of waste and activities which provide for or control the collection, processing, and disposal of waste.

Water-oriented accessory structure or facility: A small, above-ground building or other improvement, except stairways, fences, docks, and retaining walls.

SECTION 23. - SCREENING REGULATIONS

1. - General standards.

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

2. - Screening of mechanical equipment.

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

3. - Screening of trash containers.

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

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

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

4. - I district.

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

1. A.—Exterior storage shall be limited to the rear yard and an area occupying no more than 50 percent of the rear yard and shall not be allowed within the required setbacks, public right-of-way, private access easement, or within the required parking area.

2. Maximum amount of exterior storage cannot exceed the square footage of the Principal building.

3. Exterior storage cannot exceed 12 feet in height

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

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

1. Screening to be achieved through a combination of masonry walls, fencing, berming, and landscaping.

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

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

C. Exterior Display in I-1 districts.

1. D.—The area occupied by exterior display shall not exceed 30 percent of the gross floor area of the principal building on the property.

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

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

D. Prohibited storage

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

E. Parking

1. Up to three commercial vehicles, such as delivery and service trucks up to 20,000 GVWR, may be parked without screening if the vehicles relate to the principal use. Vehicles over 20,000 GVWR, construction equipment, and trailers shall require screening.

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

5. - B-3 district.

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

1. Exterior storage shall be limited to the rear yard and shall not be allowed within the required setbacks, public right-of-way, private access easement, or within the required parking area.

2. Maximum amount of exterior storage cannot exceed the square footage of the Principal building.

3. Exterior storage cannot exceed 12 feet in height

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

—

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

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

C. Exterior Display in B-3 districts.

1. D.—The area occupied by exterior display shall not exceed 30 percent of the gross floor area of the principal building on the property.

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

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

A. Prohibited storage

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

B. Parking

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

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

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

6. - B-2 district.

A. Exterior storage is permitted with a CUP.

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

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

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

B. Exterior Display in B-2 Districts

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

Exterior Display in B-2 Districts

2. F.—Exterior display and sale of merchandise shall not occur within 50 percent of the setback nearest a street.
3. G.—Additional parking spaces shall be provided based upon the exterior display and sale area.

C. Prohibited Storage

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

7. - B-1 district.

- A.—Exterior storage and exterior displays are not permitted.

A.

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

8. - All zoning districts.

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

A.

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

—

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

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

SECTION 48. - LIGHT INDUSTRIAL (I) DISTRICT

1. - Purpose: PURPOSE

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

2. - Permitted uses: PERMITTED USES

- A. Uses allowed in the B-2 and B-3 districts as determined by the Planning Commission and approved by the City Council.
- B. Brewery and taproom as regulated under Section _____ City Code Chapter 6, Sections 51, 52, and 63.
- ~~D. Medical science uses.~~
- ~~I. Wholesaling.~~
- ~~D.C. Industrial condominium/multi-tenant structure.~~
- ~~J. Adult uses.~~
- ~~L. Construction sales and service.~~
- ~~G. Manufacturing, light – excluding those uses that generate any discernable discharge that cannot be maintained on the site and any use that requires any outside manufacturing activities.~~
- ~~D. Motor vehicle service station with minor or major repairs.~~
- ~~E. Office-Municipal Facilities.~~
- ~~H. Research Facilities. Essential services, government.~~
- ~~I.F. Recreation—Public.~~
- ~~—Repair services, except for businesses related to passenger vehicles and trucks~~
- ~~J.G. Research facility.~~

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

~~L.H. Self-service storage.~~

~~M.I. Warehousing and distribution.~~

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

3. - Accessory uses. ACCESSORY USES

A. Fuel tanks as regulated by the Uniform Fire code

B. Trash enclosure service structure.

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

4. - Conditional uses. CONDITIONAL USES

A. Uses Allowed In The B-2 And B-3 Districts As Determined By The Planning Commission And Approved By The City Council.

B. Adult Uses – as regulated under Appendix A, Zoning, Section 10-5.

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

~~— Construction sales and services~~

~~— Daycare facility—Licensed.~~

D. Detached accessory structure.

~~Drive thru services.~~

~~Essential services—Utility substations.~~

E. Exterior storage as regulated under Appendix A, Zoning, Section 24

F. Kennel, commercial as regulated under East Bethel Code of Ordinances, Chapter 10

~~— Maintenance and repair facilities directly associated with the primary business and contained inside the principal structure or other buildings on the site.~~

~~— Nursing home.~~

~~— Place of worship~~

~~Recreation—Commercial.~~

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

G. School, specialty.

G. Telecommunication facilities as regulated under Appendix A, Zoning, Section 16.

- H. [Two or more buildings on same lot provided such buildings relate to the Permitted use -and meeting the requirements of the Minnesota State Building Code.](#)
- I. Other similar uses to those permitted in this section as determined by the ~~planning commission~~ [Planning Commission](#) and ~~city council~~ [approved by the City Council](#).

5. - Interim uses.

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

~~B.A.~~ Temporary/seasonal sales as permitted in Section 10. General Development Regulations.

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

~~Communication tower.~~

~~6. - Certificate of compliance.~~

[6. Prohibited Uses](#)

[A. Trucking and Motor Freight Terminals](#)

[B. Slaughterhouses](#)

[C. Recycling centers and drop off facilities](#)

[D. Auto reduction yards](#)

[E. Impound lots](#)

[F. Motor Vehicle Sales](#)

7. - Development regulations.

A. *Minimum lot requirements:*

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

B. *Setbacks:*

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

C. *Building:*

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

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

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

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

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

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



City of East Bethel City Council Meeting Agenda Information

Date:

September 21, 2016

Agenda Item Number:

Item 8.0 G.1

Agenda Item:

Comprehensive Plan Consultant Contract

Requested Action:

Consider a Contract with WSB to provide Comprehensive Planning Consulting Services.

Background Information:

On July 27, 2016, the City Council conducted interviews with four firms that submitted proposals for the City Comprehensive Plan Update. At the August 17, 2016 City Council meeting, WSB and Associates, Inc. was selected as the firm of choice and Staff was directed to commence negotiations on the terms of a contract.

Staff met with WSB on August 25, 2016 and presented the expectations of the City and discussed the scope of work, responsibilities of the parties, means and schedules of public engagement and fees for service.

At a Special Meeting on September 9, 2016 the City Council and Staff met with WSB and concluded the contract negotiations. The contract is presented to Council as Attachment 1. The City Attorney has reviewed the contract and his comments were included in the proposal.

Attachments:

Attachment 1 - WSB Contract Proposal

Fiscal Impact:

The total cost of the WSB service as provided in the contract shall be \$46,000. In addition to the contract with WSB, the City will also retain Hakanson Anderson, the City Engineer, to complete portions of the Comprehensive Plan at a cost of \$10,000. Total contracted services for consultants for the Comprehensive Plan are \$56,000.

The City will be the recipient of a grant of \$32,000 from the MET Council for the plan update costs. \$30,000 has been included in the 2017 Preliminary Budget for this activity. Committed funds available at this time are \$62,000.

Recommendation(s):

Staff recommends that City Council consider approval of the contract proposal with WSB and Associates, Inc. for consultant services for the 2018-2028 Comprehensive Plan.

City Council Action:

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

**WSB & ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the "Agreement") is made as of the 21st day of September, 2016, by and between the City of East Bethel with an address of 2241 221st Avenue NE ("Client"), and WSB & Associates, Inc. with offices located at 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416 ("Consultant").

Client and Consultant, for the consideration enumerated herein, do hereby agree as follows:

SECTION 1 / GENERAL CONTRACT TERMS AND CONDITIONS

The General Contract Terms and Conditions shall be as set forth in Exhibit A.

SECTION 2 / SCOPE OF WORK

The scope of work to be performed by Consultant is set forth in Exhibit B. The work and services to be performed hereunder and described in Exhibit B shall be referred to herein and in the General Contract Provisions as the "Project".

SECTION 3 / COMPENSATION

The amount, method and timing for payment to the Consultant shall be in accordance with Exhibit E.

SECTION 4 / WORK SCHEDULE

The preliminary schedule of the work, if required, is set forth in Exhibit H.

SECTION 5 / CLIENT RESPONSIBILITIES

The client responsibilities are set out in Exhibit H.

SECTION 6 / SPECIAL CONDITIONS

Special conditions, if any, are as set forth in Exhibit I.

SECTION 7 / EXHIBITS

The following Exhibits are attached hereto and made a part of this Agreement:

- ___ Exhibit A General Contract Provisions
- ___ Exhibit B Scope of Work
- ___ Exhibit C Compensation
- ___ Exhibit D Insurance Schedule
- ___ Exhibit E Rate Schedule
- ___ Exhibit F Client Responsibilities
- ___ Exhibit G Special Conditions
- ___ Exhibit H WSB Proposal
- ___ Exhibit I East Bethel RFP

All references to the "Agreement" in this Document and the Exhibits shall mean this Agreement and all of the Exhibits as one integrated Agreement

SECTION 8 / ACCEPTANCE OF AGREEMENT

Upon written acceptance of this Agreement by Client, Consultant shall commence the work. The undersigned hereby accept the terms and conditions of this agreement and Consultant is hereby authorized to perform the services described herein.

CLIENT:

ADDRESS:

BY: _____

SIGNATURE: _____

TITLE: _____

CONSULTANT: WSB & ASSOCIATES, INC.

ADDRESS: 701 XENIA AVENUE SOUTH
SUITE 300
MINNEAPOLIS, MN 55416

BY: _____

SIGNATURE: _____

TITLE: _____

**EXHIBIT A
GENERAL CONTRACT PROVISIONS**

ARTICLE 1 – PERFORMANCE OF THE WORK

Consultant shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

ARTICLE 2 – ADDITIONAL SERVICES

If the Client requests that the Consultant perform any services which are beyond the scope as set forth in the Agreement, or if changed or unforeseen conditions require the Consultant to perform services outside of the original scope, then, Consultant shall promptly notify the Client of cause and nature of the additional services required. Upon notification, Consultant shall be entitled to an equitable adjustment in both compensation and time to perform.

ARTICLE 3 – SCHEDULE

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client's contractor or consultants; or discovery of any hazardous substance or differing site conditions. If the delays outside of Consultant's control increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

ARTICLE 4 – CONSTRUCTION OBSERVATION

If requested by Client, Consultant shall visit the project during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services.

Consultant neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the construction documents. Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors' means, methods, or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

For Client-observed projects, the Consultant shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as an Additional Service. Consultant and Client shall then enter into a Supplemental Agreement detailing the terms and conditions of the requested project observation.

ARTICLE 5 – OPINIONS OF PROBABLE COST

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs, collectively referred to as "Cost Estimates," provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that the proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of Cost Estimates and Client expressly waives any claims related to the accuracy of opinions of Cost Estimates. If Client wishes greater assurance as to Cost Estimates, Client shall employ an independent cost estimator as part of its Project responsibilities.

ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service and Consultant retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the Consultant may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the Consultant except for the specific purpose intended will be at the Client's risk and full legal responsibility and Client expressly releases all claims against Consultant arising from re-use of the Instruments of Service without Consultant's written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the Consultant. Under no circumstances shall transfer of Instruments of Service be deemed a sale by Consultant, and Consultant makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. Consultant shall be entitled to compensation for any consent, verification or adaption of the Instruments of Service for extensions of the Project or any other project.

ARTICLE 7 – PAYMENTS

Payment to Consultant shall be on a lump sum or hourly basis as set out in the Agreement. Consultant is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies Consultant in writing of any disputed items within fifteen (15) days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after thirty (30) days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. Consultant reserves the right to retain instruments of service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or instruments of service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

ARTICLE 8 – SUBMITTALS AND PAY APPLICATIONS

If the Scope of Work includes the Consultant reviewing and certifying the amounts due the Contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in general accordance with the Documents issued by the Consultant. The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Contractor shall remain exclusively responsible for its Work.

If the Scope of Work includes Consultant's review and approval of submittals from the Contractor, such review shall be for the limited purpose of checking for conformance with the information given and the design concept. The review of submittals is not intended to determine the accuracy of all components, the accuracy of the quantities or dimensions, or the safety procedures, means or methods to be used in construction, and those responsibilities remain exclusively with the Client's contractor.

ARTICLE 9 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that Consultant is not a user, handler, generator, operator, treater, arranger, storer, transporter, or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by Consultant.

The Client agrees to indemnify Consultant and its officers, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind, except that this clause shall not apply to such liability as may arise out of Consultant's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within Consultant's services to be provided under this Agreement.

ARTICLE 10 – INSURANCE

Consultant has procured general and professional liability insurance. On request, Consultant will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits. Additional Insurance requirements are listed in Exhibit D.

ARTICLE 11 – TERMINATION OR SUSPENSION

If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than sixty (60) days through no fault of Consultant, Consultant shall be entitled to either terminate its agreement upon seven (7) days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

This Agreement may be terminated by either party upon thirty (30) days' written notice without cause. Consultant shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Consultant pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.

ARTICLE 12 – INDEMNIFICATION

The Consultant agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the Consultant's negligence or willful misconduct.

The Client agrees to indemnify and hold the Consultant harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

ARTICLE 13 – WAIVER OF CONSEQUENTIAL DAMAGES

The Consultant and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the Consultant for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The Consultant and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

ARTICLE 14 – WAIVER OF CLAIMS FOR PERSONAL LIABILITY

It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors.

ARTICLE 15 – ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or Client. This Agreement is for the exclusive benefit of Consultant and Client and there are no other intended beneficiaries of this Agreement.

ARTICLE 16 – CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 17 – CONFIDENTIALITY

The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 18 – AVAILABLE INSURANCE PROCEEDS AND LIMITATION OF LIABILITY

Consultant maintains professional liability insurance with a liability limit of \$5,000,000 per claim. The Consultant's total liability to Client shall not exceed the total policy limits of \$5,000,000 per claim available to Consultant under its professional liability insurance policy. Client hereby agrees that to the fullest extent permitted by law, the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to or arising from this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (Client's Claims) shall not exceed the total policy limits available to Consultant under its professional liability insurance policy for settlement or satisfaction of Client's Claims under the terms and conditions of the Consultant's professional liability insurance policy applicable hereto.

ARTICLE 19 – CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the state of Minnesota.

ARTICLE 20 – LOCATION OF UNDERGROUND IMPROVEMENTS

Where requested by Client, Consultant will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, Consultant may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the Consultant for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Consultant.



EXHIBIT B
September 2, 2016

Mr. Jack Davis
City Administrator
City of East Bethel
2241 221st Avenue NE
East Bethel, MN 55011

RE: Proposal to Provide Services to Complete the
2040 Update to the East Bethel Comprehensive Plan

Dear Mr. Davis,

We appreciate the opportunity to present this proposal to provide services for the completion of the City of CITY's Comprehensive Plan.

BACKGROUND

Per our conversation on August 25, the following is a proposal to provide services to assist the city in completion of the 2040 Update to the East Bethel Comprehensive Plan. Our multi-faceted Comprehensive Planning team includes professionals in Community Planning, Transportation Planning, Traffic Modeling, Water/Wastewater Infrastructure Planning and Design, Environmental Services, and Landscape Architecture to offer our Integrated Design Approach to projects and plans.

PROJECT APPROACH/SCOPE OF SERVICES

Below is a listing of the required components to complete a Comprehensive Plan Update, and a cost for completing these tasks. We are happy to refine this scope once you have had a chance to review it.

Task 1: Background and Demographic Component

Collection of Information

Collect information on previous planning studies, existing Comprehensive Plan, Zoning Ordinance, City Code, and Capital Improvement Plan.

1.1 Examination of Demographic Information

- Historic and projected population and household growth
- Population age distribution
- Household incomes by age of householder
- Net worth by age of householder
- Household tenure by age of householder
- Household type
- Race and ethnicity

1.2 Examine Building Permit and Valuation Data

1.3 Preparation of Exhibits

Prepare exhibits including overview, floodplain and significant biological resources map, charts of demographic information and historical, current, and future housing, population, and employment data.

Cost: Included within the Land Use and Housing Costs

Task 2: Public Participation

2.1 Finalize Public Participation Plan

2.2 Community Visioning Meeting

Plan, prepare, marketing, and facilitate one, large community visioning session to kick-off the Comp Plan planning with the public.

2.3 Joint City Council/Planning Commission Kick-Off Meeting (1)

Finalize roles and schedule, review Vision and convey responsibilities.

2.4 City Council Meetings (4)

This includes attendance at four City Council meetings to reviewing the Vision, the draft land use map, draft Comprehensive Plan and approval of the Plan.

2.5 Parks Commission Meetings (8)

This includes attendance at eight Park Commission meetings to review the Vision; discuss density and housing; land use scenarios; infrastructure; implementation; draft Comprehensive Plan and the required Public Hearing.

2.6 Pop-up Community Engagement Events: Chamber Golf Event and Booster Days (2)

Plan, prepare, marketing, and facilitate attendance at three community events to kick –off the Comprehensive Plan planning and collect input from the general public.

2.7 Draft Land Use Community Meeting

Plan, prepare, marketing, and facilitate one, large community meeting focused around the draft 2040 Land Use map and its implications.

2.8 Town Hall Meetings (3)

This includes attendance at three Town Hall meetings first to provide a brief overview of the Comprehensive Plan process, second to review the housing and land use process and finally review the draft land use map and the comment from the community event.

2.9 Sunrise Business Breakfast Meetings (2)

This includes attendance at two Chamber of Commerce Sunrise Business Breakfast meetings first to gather input from the business community and finally review the draft land use map and the comment from the community event.

2.10 Coon Lake Improvement District Meeting

Facilitate a meeting with the Coon Lake Improvement District that will include working with HAA to invite the Metropolitan Council, DNR, PCA, Ham Lake and Columbus staff to discuss the long term, multiple jurisdictional issues regarding individual septic systems on small lots along Coon Lake.

2.11 Meeting in a Box

A Meeting in a Box is a portable format that any individual can take to host their own discussion. WSB will develop meeting materials and facilitator instructions so that City staff, community leaders and stakeholders can hold their own community workshops.

2.12 Online Engagement (My Sidewalk)

Program and implement an online interface to engage effectively with the public.

Cost: \$13,500

Task 3: Housing Component

- 3.1 Housing Data**
Compile all appropriate GIS and other data on housing.
- 3.2 Preparation of Exhibits**
Prepare exhibits including charts of the existing housing stock by age, type, tenure and value and a map of the locations of manufactured housing parks and any institutional, senior, or subsidized housing.
- 3.3 Affordable Housing Tools**
List of City of East Bethel affordable housing tools and list the barriers to implementing additional tools in compliance with the Metropolitan Council's Housing Policy Plan.
- 3.4 Housing Goals and Implementation Steps**
Create goals and implementation steps regarding housing based on the community vision and with Planning Commission assistance.
- 3.5 Draft and Revision of Housing Chapter**
Create one (1) draft of the housing chapter and one (1) revision to the housing chapter.

Cost: \$7,250

Task 4: Land Use Component

- 4.1 Land Use Data**
Compile all appropriate GIS and other data on existing land uses.
- 4.2 Demand Compatibility Analysis**
Determine residential demand based on the Housing Chapter. Evaluate if the demand determine is compatible with the population and housing forecasts provided in Thrive 2040.
- 4.3 Land Use Requirements per Policy**
Determine the amount and type of residential land uses needed to meet the requirements of the Housing Policy Plan's affordable housing allocation.
- 4.4 Land Use Category Analysis**
Examine the 2030 Comprehensive Plan land use categories and determine if those land use categories can be carried over into the 2040 Comprehensive Plan. Modify existing land use categories or create new land use categories as needed.
- 4.5 Chart Preparation**
Prepare charts of 2010 generalized land uses, the 2016 zoning districts, the existing 2030 land use designations, the 2040 land use designations. Using these charts, determine the amount of land that would be required to redevelop to meet the Housing Policy Plan's affordable housing allocation.
- 4.6 Map Preparation**
Prepare maps of Aggregate Resources, the 2010 generalized land uses, the existing 2030 Land Use Map, the 2040 Land Use Map, and the 2040 Land Use Map with an overlay of the Transportation Chapter's Roadway Classification. This task includes two revisions to the draft 2040 Land Map based on direction from the Steering Committee, Planning Commission and/or City Council.

4.7 Land Use Goals and Implementation Steps

Create goals and implementation steps for land use and growth management based on the community vision, the meetings and feedback gathered during task 2.2 through 2.7, and with Steering Committee, Planning Commission and City Council assistance.

4.8 Statutory Requirements

Address the statutory requirements regarding aggregate resources and solar access.

4.9 Draft and Revision of Land Use Chapter

Create one (1) draft of the land use chapter and two (2) revisions to the land use chapter.

Cost: \$18,500

Task 5: Implementation Component

5.1 Existing Ordinances and Regulations

Compile all appropriate GIS and other data including the Zoning Ordinance, City Code, Fee Schedule, Capital Improvement Plan (CIP).

5.2 City Code Implications

Provide recommendations on zoning districts, rezonings, development fees and CIP amendments to implement the goals and implementation steps from the land use chapter.

5.3 Land Use and Zoning Intersection

Exhibits including charts of zoning district standards and the existing zoning map.

5.4 Goals and Policies

Create goals and implementation steps for implementation based on the community vision, the meetings and feedback gathered during Task One and with Planning Commission and City Council assistance.

5.5 Draft and Revision of Land Use Chapter

One draft of the implementation chapter and one revision to the implementation chapter.

Cost: \$4,500

Task 6: Metropolitan Council Meetings and Other Required Components

6.1 Metropolitan Council Planning Assistance Grant Application

6.2 Distribution of Draft

Distribute the draft Comprehensive Plan to the affected jurisdictions per the Metropolitan Council requirements.

6.3 Metropolitan Council Review

Attend up to two (2) meetings with the Metropolitan Council staff to resolve issues identified during the Metropolitan Council review.

6.4 Community Development Committee

Attend the Metropolitan Council Community Development Committee meeting on which the recommendation for approval of the St. Anthony 2040 Comprehensive Plan is on the CDC Agenda.

6.5 Other Requirements

There are several other small items Metropolitan Council requires, and this task ties up those remaining required components.

Mr. Davis
September 2, 2016
Page 5

Cost: \$2,250

Total Project Costs of Tasks 1 through 6 - \$46,000

Sincerely,

WSB & Associates, Inc.



Eric Zweber, AICP
City Planner

ACCEPTED BY: CITY OF EAST BETHEL, MINNESOTA

The City of East Bethel hereby accepts the WSB proposal of \$46,000 for the services outlined in this letter proposal, as well as the additional fees for components below by initialing behind those selected for inclusion in this proposal.

Signature: _____

Name/Title: _____

Date: _____

**EXHIBIT C
COMPENSATION (CITY OF EAST BETHEL)**

The City shall pay the Planning Services rendered on the basis of a negotiated lump sum fee, on an hourly basis, or as a percentage of the construction cost, as mutually agreed to and deemed fair and reasonable for the particular work to be performed. The method of payment will be determined at the start of the project.

Planner's current fee schedule with hourly rates is attached to this contract as Exhibit E. The rate schedule is for 2016, and will remain in effect for services rendered through December 31, 2016.

The fee schedule will be evaluated on an annual basis by the Planner and adjusted to account for inflation and other factors. The Planner will submit a revised fee schedule prior to December 31 on an annual basis.

The following represents the compensation terms:

ARTICLE C.1 – DUTIES

The duties and work to be performed in creating the 2040 Comprehensive Plan for the City of East Bethel is described in Exhibit B.

This work shall be compensated on an hourly basis using the annual fee schedule attached hereto as Exhibit E, or will be made the subject of a separate contract for services.

ARTICLE C.2 – PROJECTS

Compensation for work outside of Exhibit B will be determined on a project-by-project basis. The proposed compensation will be detailed within a written letter proposal submitted by the Planner to the City prior to beginning work. If the scope of the project changes after it is authorized, the Planner will discuss it with the City and determine an appropriate fee modification. Typically, project fees are billed either as lump sum, hourly not-to-exceed, or a percentage of the construction cost.

ARTICLE C.3 – DEVELOPMENT/APPLICATION REVIEW

Services related to development review or review of other applications, will be completed by the Planner on an hourly basis as needed. For items such as traffic studies, environmental reviews, and other more-defined items related to development review, the Planner will establish a scope and fees for ease of tracking against escrow account balances.

ARTICLE C.4 – INDEPENDENT CONSULTANTS

The cost of services performed by independent consultants or agencies for environmental evaluation, soil testing, laboratory services, or other services will be billed to the City at the Planner's cost with no markup.

ARTICLE C.5 – PAYMENT FOR REVISIONS OR OTHER WORK

If the City directs that revisions be made to the plans and specifications following approval of the plans and specifications by the City or if the City Council directs Planner to perform other work, the Planner shall be compensated for the cost of such revisions at the hourly fee. The Planner shall be given additional compensation when additions consist of enlargement or extension of the project. Additional compensation will be on the same basis as agreed to for the original plans and specifications.

ARTICLE C.6 – RECEIPT OF PAYMENT

In order to receive payment for services, the Planner shall submit monthly invoices describing in detail the services performed in accordance with this contract. Separate statements shall be submitted for each project or a detailed breakdown shall be furnished showing the distribution of charges to each project. The City shall pay Planner upon receipt of each monthly invoice. For hourly and percentage of construction cost contracts, the personnel who worked on the project shall be included. Construction services shall include daily reports detailing the time for each day that the individual was working on the project. All invoices will include the City representative who authorized the work.

ARTICLE C.7 – EXPENSES

Planner shall be reimbursed for reasonable expenses related to the scope of services of this contract and/or individual projects. The Planner shall be reimbursed for the actual cost of the expenses, without markup. Typical expenses include, but are not limited to, the following:

- Permit fees
- Plan and specification reproduction fees
- Costs related to the development of project photos

The following shall not be considered reimbursable expenses:

- Mileage
- Mobile phone usage
- Computer equipment time
- Preparation and reproduction of common correspondence
- Mailing

EXHIBIT D
INSURANCE SCHEDULE

GENERAL LIABILITY

Carrier:	The Phoenix Insurance Company	
Type of Insurance:	Commercial General Liability	
Coverage:	General Aggregate	\$2,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000

AUTOMOBILE LIABILITY

Carrier:	The Travelers Indemnity Company	
Type of Insurance:	Hired Autos Non-Owned Autos	
Coverage:	Combined Single Limit	\$1,000,000

UMBRELLA

Carrier:	The Travelers Indemnity Company	
Coverage:	Each Occurrence/Aggregate	\$5,000,000

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

Carrier:	The Travelers Indemnity Company of America	
Coverage:	<u>Statutory</u> Each Accident	\$ 1,000,000
	Disease-Policy Limit	\$ 1,000,000
	Disease-Each Employee	\$ 1,000,000

PROFESSIONAL LIABILITY (Errors and Omissions)

Carrier:	XL Specialty Insurance Company	
Coverage:	Each Claim	\$ 5,000,000
	Annual Aggregate	\$ 10,000,000

Certificates of Insurance will be provided upon request.



2016 Rate Schedule

2016 RATE SCHEDULE

	<i>Billing Rate/Hour</i>
Principal	\$158
Associate / Senior Project Manager	\$137 \$147 \$158
Project Manager	\$121 \$127 \$133
Project Engineer	\$104 \$112 \$121 \$127 \$133
Graduate Engineer	\$80 \$85 \$92 \$98
Sr Landscape Architect / Sr Planner / Sr GIS Specialist	\$109 \$118 \$125 \$133 \$138
Landscape Architect / Planner / GIS Specialist	\$66 \$74 \$81 \$89 \$99 \$104
Engineering Specialist / Senior Environmental Scientist	\$90 \$98 \$105 \$112 \$121 \$130
Engineering Technician / Environmental Scientist	\$52 \$60 \$67 \$74 \$79 \$85
Construction Observer	\$87 \$94 \$99 \$105 \$110
Coring Crew	
One-Person Crew	\$162
Two-Person Crew	\$238
Survey Crew	
One-Person Crew	\$132
Two-Person Crew	\$164
Three-Person Crew	\$184
Underwater Inspection Dive Team	\$460
Office Technician	\$42 \$65 \$75 \$85

Costs associated with word processing, cell phones, reproduction of common correspondence and mailing are included in the above hourly rates. Vehicle mileage is normally included in our billing rates, but can be charged separately if specifically outlined by contract.

Reimbursable expenses include costs associated with plan, specification and report reproduction, permit fee, delivery cost, etc.

Rate Schedule is adjusted annually.

Multiple rates illustrate the varying levels of experience within each category.



**EXHIBIT F
CLIENT RESPONSIBILITIES**

The Client's responsibilities related to the services to be provided by Consultant are generally as set out below. These responsibilities can be modified through Supplemental Agreements.

In order to permit the Consultant to perform the services required under this Agreement, the Client shall, in proper time and sequence and where appropriate to the Project, at no expense to the Consultant:

ARTICLE F.1

Provide available information as to its requirements for the Project, including copies of any design and construction standards and comprehensive plans which the Client desires Consultant to follow or incorporate into its work.

ARTICLE F.2

Guarantee access to and make all provisions for the Consultant to enter upon public and private lands to enable the Consultant to perform its work under this Agreement.

ARTICLE F.3

Provide such legal, accounting and insurance counseling services as may be required for this Project.

ARTICLE F.4

Notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in the Project construction or design.

ARTICLE F.5

Designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Consultant, and authority to make decisions as required for Consultant to complete services required under this Agreement.

ARTICLE F.6

Act promptly to approve all pay requests, Supplemental Agreements, or request for information by Consultant as set out below.

ARTICLE F.7

Furnish data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data.

ARTICLE F.8

Review all reports, sketches, drawings, specifications and other documents prepared and presented by the Consultant, obtain advice of legal, accounting and insurance counselors or others as Client deems necessary for such examinations and render in writing decisions pertaining thereto.

ARTICLE F.9

Provide the foregoing in a manner sufficiently timely so as not to delay the performance by the Consultant of the services in accordance with the Contract Documents.

ARTICLE F.10

Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client. Consultant shall endeavor to verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

ARTICLE F.11

Client shall bear all costs incidental to compliance with the requirements of this article.



City of East Bethel City Council Meeting Agenda Information

Date:

September 21, 2016

Agenda Item Number:

8.0 G.2

Agenda Item:

Stepping Stone Emergency Housing Funding Request

Requested Action:

Consider a Request from Stepping Stone Emergency Housing for 2017 Program Funds

Background Information:

Stepping Stone Emergency Housing (SSEH) is a non-profit organization that serves single homeless persons 18 years and older from Anoka County. They operate a 60 bed facility that is located in Anoka.

Ms. Julie Jeppson, Development Director for SSEH, made a presentation to City Council on September 2, 2015 that outlined the mission of SSEH and requested funding in an amount to be determined by City Council. City Council took no action on this request last year.

Attachments:

Attachment 1- Request Letter

Fiscal Impact

The funding request was received on September 7, 2016, the date our 2017 Preliminary Budget was approved. As the 2017 Preliminary Budget was submitted to Anoka County on September 8, 2016, the preliminary levy amount cannot be increased. Approval of this request would result in \$450 deducted in whole or part from other portions of the budget.

Recommendation(s):

Staff is seeking direction from Council regarding the \$450 funding request from Stepping Stone Emergency Housing.

City Council Action:

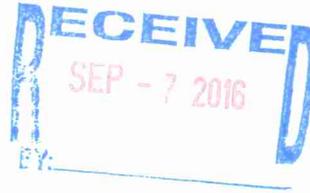
Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____



Stepping Stone Emergency Housing
3300 4th Avenue North
Cronin Building #14
Anoka, MN 55303
763-323-7006 ~ www.steppingstonee.org

Thursday, September 1, 2016

Jack Davis, City Administrator
City of East Bethel
2241 221st Ave NE
East Bethel, MN 55011

Dear Mr. Davis,

Last year I had the privilege of introducing you to Stepping Stone Emergency Housing and the work that we do to serve the Youth and Adult individuals, 18 and older who are experiencing homelessness in Anoka County, as they strive towards self-sufficiency. In 2015, we served over 470 unduplicated individuals. On average, the cost to provide emergency shelter and housing services at Stepping Stone is \$45 per night per person. On average, there are 1,000 nights per year that Stepping Stone does not receive funding, totaling a \$45,000 per year shortfall. The major reason for this shortfall is because of those residents, due to various circumstances, who stay for less than one week. As Stepping Stone supports residents coming from East Bethel, Stepping Stone is requesting East Bethel's support of \$450, which is 10 nights or 1% of these unfunded, short-term nights.

To date, Stepping Stone Emergency Housing has changed Anoka County homelessness. We encourage residents to change their past actions of "dependency on" to "independency from" the community; making them a contributing member of our community. Well over 25% of Stepping Stone residents are able to find stable housing. This may seem like a low number, but when compared to other organizations, 25% is extremely successful.

Following is a brief summary of our two programs: Emergency Shelter and Emergency Housing.

- **Emergency Shelter:** Emergency Shelter Service is for individuals seeking shelter only and have no current need or desire to work on overcoming the issues that contributed to their homelessness. The initial stay in Emergency Shelter is for 7 days or less, and up to 28 days within a 365-day timeframe. During this short-term stay, all of the individual's basic needs are met, including three meals per day, laundry, bed, shower, linens, and hygiene products and clothes, if needed.
- **Emergency Housing:** The Emergency Housing Program is for individuals who have the desire and willingness to work on resolving the issues that have contributed to their homelessness. We only accept individuals into the Emergency Housing Program who are actively receiving Emergency Shelter Service from Stepping Stone. The maximum planned stay in Emergency Housing Program is 90 days. It is allowable to extend the stay in Emergency Housing Program by 30 day increments for those residents that can demonstrate documented progress on their Individual Goal Plan (IGP). The intended outcome of Emergency Housing is for residents to develop the skills necessary to acquire and keep their own housing. Residents who are in the Emergency Housing Program, like Emergency Shelter, have their basic needs. They also must meet with Case Manager when requested, comply with all published Resident Rules & Responsibilities, complete all assigned work training during assigned times, actively engage in making progress on their IGP, and have a willingness to take the responsibility to find their own housing.

Thank you in advance for your consideration of support for Stepping Stone and those who call it "home." With your help and investment, the East Bethel community will have a direct impact on positively affecting the course of individual lives.

Kindest regards,

A handwritten signature in blue ink that reads "Julie Jeppson". The signature is fluid and cursive, with a long, sweeping tail.

Julie Jeppson
Development Director
763-277-8301 ~ direct
763-354-4709 ~ cell
jjeppson@steppingstoneeh.org

*Stepping Stone Emergency Housing is a registered 501c3 non-profit organization
Tax ID # 20-3226868*



City of East Bethel City Council Meeting Agenda Information

Date:

September 21, 2016

Agenda Item Number:

8.0 G.3

Agenda Item:

Employee Recognition Program

Requested Action:

Consider amending the Employee Recognition Program

Background Information:

At the September 7, 2016 Council Meeting the Employee Recognition program was discussed. This program was approved in 2008, but has not been active since 2010. Council directed staff to research other City’s employee recognition policies and programs and to seek input from City Staff as to modification of the current program.

City Staff was polled to provide their thoughts and suggestions for an employee recognition program. Staff felt that recognizing employee’s years of service was an important way of showing appreciation for their dedication and that an Annual Appreciation Event was a means to incorporate this in the program. Staff was, also generally, in favor of eliminating the tangible gifts award and in its place grant a day off as part of milestone recognition.

Staff believes that the proposed modifications to the program are improvements as it takes into account employee recommendations, provides a policy that is simpler to administer and track and is budget neutral. Although the proposed modifications in the program address the City’s full time staff, it does not address the Paid on Call Fire Department staff. Staff recommends that a separate recognition policy is created for the POC staff and work with the Relief Association to draft a recommendation to Council.

Attachments:

- Attachment 1- Modified Employee Recognition Program
- Attachment 2- 2008 Employee Recognition Program
- Attachment 3 – City of Cambridge Employee Recognition Program

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: _____



Proposed City of East Bethel Employee Recognition Program

The City Council understands the importance of employee recognition the value of acknowledging the service of employees to the citizens of East Bethel. Minnesota Statute 15.46 gives the City of East Bethel an opportunity to offer and support an employee recognition program.

Effective January 1, 2017, employees with 5 or more years of service will receive recognition to recognize and honor them for their years of service to the City of East Bethel.

Objective

1. At an Annual Employee Appreciation event and a subsequent City Council Meeting, employees will be recognized at milestone anniversary dates for their years of service to the City of East Bethel.
2. Milestone anniversaries are five year, ten year, fifteen year, twenty year, twenty-five year, and each five year increment beyond.
3. All full and part time City employees are eligible for this recognition program. Paid on call fire fighters will develop their own program and coordinate this activity through the Relief Association.
4. Recognition awards shall be as follows:

Five (5) Year Service Anniversary:

- a. A certificate recognizing years of services
- b. One day off per anniversary increment*

Ten (10) Year Service Anniversary:

- a. A certificate recognizing years of services
- b. One day off per anniversary increment*

Fifteen (15) Year Service Anniversary:

- a. A certificate recognizing years of services
- b. One day off per anniversary increment*

Twenty (20) Year Service Anniversary:

- a. A Certificate recognizing years of services
- b. One day off per anniversary increment*

Twenty Five (25) Year Service Anniversary:

- a. A Certificate recognizing years of services
- b. One day off per anniversary increment*

Thirty (30) Year Service Anniversary:

- a. A Certificate recognizing years of services
- b. One day off per anniversary increment*

Thirty Five (35) Year Service Anniversary:

- a. A Certificate recognizing years of services
- b. One day off per anniversary increment*

*Employee will coordinate the day off with approval of their supervisor. The day off must be within one year of the anniversary date and cannot accumulate or carry over beyond the one year period.

5. Employees who currently meet any of the anniversary increments as of September 21, 2016 will receive a certificate of recognition and one day off for their previous service.

Annual Employee Appreciation Event

In the first or fourth quarter of each year, there will be an Annual Employee Appreciation Event and it will be Staff's responsibility to coordinate the activity. Employees achieving service anniversary recognition will also be requested to appear before City Council to receive their certificate of service.

These events will provide the opportunity to recognize employees for their years of service and provide 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 of East Bethel Employee Recognition program is subject to the annual budget approval.

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.

City of Cambridge

Employee Recognition Program

Purpose

The Cambridge City Council desires to establish and operate a program of employee recognition services for its employees. The Cambridge City Council seeks to promote employee morale, job satisfaction, teamwork, and productivity and to thank employees for their work throughout their careers and to recognize their contributions to the organization. The Cambridge City Council recognizes that our employees are critical in the delivery of city services to the residents and businesses within our City.

Milestone Recognition

Upon initial implementation of the program, we will recognize all employees (includes full, part-time, and volunteer firefighters) having at least five years of service to the City of Cambridge. We will recognize these employees at our first meeting in January 2014 with the applicable recognition as defined below for the most recently passed milestone.

Subsequently, on a quarterly basis, we will recognize all employees that have reached the following "milestone" services dates to the City of Cambridge within the last quarter with the following:

- Five Years –paper certificate and City of Cambridge logo coffee cup
- Ten Years –paper certificate and City of Cambridge logo pen set
- Fifteen Years–paper certificate and City of Cambridge logo attire item (up to \$35 value)
- Twenty Years–paper certificate and \$40 Gift Certificate to a Cambridge merchant
- Twenty-five Years and all five year increments afterwards–paper certificate and \$50 Gift Certificate to a Cambridge merchant

Recognition will normally occur at the first Council meeting of the month.

Employee Retirement

Employees that retire from the City of Cambridge with at least five years of service to the City of Cambridge will receive a plaque as a gesture of appreciation from the City of Cambridge for their service. Retiring employees will be recognized at a City Council meeting closest to their retirement as possible. In addition, the City will have a reception for the employee providing cake, punch and coffee as allowable by Minnesota State Statutes.



(example milestone certificate)

Steve Wegwerth

With great appreciation and in honor of your service to our citizens,
the City of Cambridge
recognizes 29 years of service on November 19, 2013.

Thank You!!

City Administrator

Mayor