

City of East Bethel

City Council Agenda

Regular Council Meeting – 7:30 p.m.

Date: January 9, 2013



Item

7:30 PM **1.0 Call to Order**

7:31 PM **2.0 Pledge of Allegiance**

7:32 PM **3.0 Adopt Agenda**

7:33 PM **4.0 Council Actions**

Page 1 A. Installation of Mayor and Council Members

7:40 PM **5.0 Public Forum**

7:50 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

Page 6-10 A. Approve Bills

Page 11-20 B. Meeting Minutes, December 19, 2011, Regular Meeting

Page 21-31 C. Meeting Minutes, November 14, 2012, Town Hall Meeting

Page 32-35 D. Resolution 2012-01 Designation Official Newspaper

Page 36-37 E. Resolution 2012-02 Setting Meeting Dates

Page 38 F. Resolution 2012-03 Establishing Bank Depositories

Page 39-41 G. Set Special Meeting to Interview Candidates for Commissions/Committees

Page 39-41 H. Water Treatment Plant No. 1 Pay Estimate #10

Page 42-43 I. Pay Estimate #6 for Elevated Storage Tank No. 1

Page 44 J. Pay Estimate #3 for the Coon Lake Beach and Miscellaneous Overlay Projects

Page 45 K. Set Local Board of Appeals and Equalization Meeting Date

New Business

7.0 Commission, Association and Task Force Reports

A. EDA Commission

B. Planning Commission

C. Park Commission

7:55 PM

Page 46-53 1. Meeting Minutes, December 12, 2012

Page 54-57 2. MN DNR ATV Training Class Request for Booster West Park

8:05 PM

D. Road Commission

Page 58-74 1. MnDOT Master Partnership Contract

8.0 Department Reports

A. Community Development

B. Engineer

C. Attorney

D. Finance

E. Public Works

F. Fire Department

8:15 PM

Page 75-77

Page 78-81

G. City Administrator

1. Commission/Committee Assignments for 2013

2. Ordinance 41, Second Series Providing Reimbursement for Computer and Computer Related Equipment for the Mayor and Council Members

9.0 Other

8:30 PM

A. Council Reports

8:35 PM

B. Other

8:40 PM

10.0 Adjourn



City of East Bethel City Council Agenda Information

Date:

January 9, 2013

Agenda Item Number:

Item 4.0 A

Agenda Item:

Installation of Mayor and Council Members

Requested Action:

Install re-elected and newly elected City officials

Background Information:

At the November 6, 2012 General Election, Mayor Richard Lawrence was re-elected. Ron Koller and Tom Ronning were elected as members of the City Council.

Statutes require that each re-elected and newly elected official be installed by taking the Oath of Office. A Certificate of Election is provided as evidence of their election to office. A copy of the certificate is included with your agenda materials.

Fiscal Impact:

None

Recommendation(s):

Install elected City officials.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



City of East Bethel City Council Agenda Information

Date:

January 9, 2013

Agenda Item Number:

Item 6.0 A-K

Agenda Item:

Consent Agenda

Requested Action:

Consider approving Consent Agenda as presented

Background Information:

Item A

Bills/Claims

Item B

Meeting Minutes, December 19, 2013 Regular City Council

Meeting minutes from the December 19, 2013 Regular City Council Meeting are attached for your review and approval.

Item C

Meeting Minutes, November 14, 2012 Town Hall Meeting

Meeting minutes from the November 14, 2012 Town Hall Meeting are attached for your review and approval.

Item D

Resolution 2013-01 Designation of Official Newspaper

The Anoka Union has requested that they be named as the official newspaper for the City for 2013. The rate for public notices per column inch is \$10.25 (electronically submitted) and has remained unchanged for many years. The Anoka County Union is a locally owned, weekly community news source. Total paid circulation for the Anoka County Union is 3,550. This does not include counter sales at local businesses. Public notices are also available online and the public notices often rank in the top 10 most read news items of the paper. The Anoka County Union is published every Friday.

The Anoka County Record has also requested that they be named the official newspaper for the City for 2013. They charge \$5.94 per inch for public notices. This newspaper is published every two weeks on a Thursday, with the first edition in 2013 to be published on January 4, 2013. The primary distribution of this newspaper is online, with distribution of 423 print copies throughout Anoka County.

Staff recommends Council adopt Resolution 2013-01 Designating the Anoka Union as the official newspaper for 2013. The Anoka County Union is well known to our residents as the official newspaper and has a much larger distribution at this time. Also, there might be issues with meeting publication deadlines with the Anoka County Record because it is only published every other week.

Item E

Resolution 2013-02 Setting Meeting Dates

City Council adopts a resolution annually setting the meeting dates for City Council, Planning, Road, Park and Economic Development Authority Commission meetings.

Staff recommends adoption of Resolution 2013-02 Setting the Meeting Dates for City Council, Planning, Road and Park Commission meetings for 2013.

Item F

Resolution 2013-03 Establishing Bank Depositories

Resolution 2013-03 identifies official depositories for City funds. These agencies or institutions are the approved depositories for City funds to include checking, money market or investments.

Item G

Set Special Meeting to Interview Candidates for Commissions/Committees

Applications have been received for the Economic Development Authority, Park, Planning and Road Commission openings. Staff is recommending that Council schedule a special meeting for Wednesday, January 16th at 7:30 p.m. to interview the candidates and appoint to the commissions.

Item H

Water Treatment Plant No. 1 Pay Estimate #10

This item includes Pay Estimate #10 to Municipal Builders, Inc. for the construction of Water Treatment Plant No. 1. This pay estimate includes payment for all project items less the construction retainage. Staff recommends partial payment of \$51,809.34. A summary of the recommended payment is as follows:

Total Work Completed to Date	\$ 1,865,306.94
Retainage	\$ 46,632.67
Less Previous Payments	<u>\$ 1,766,864.93</u>
Total payment	\$ 51,809.34

Payment for this project will be financed from the bond proceeds. Funds, as noted above, are available and appropriate for this project. A copy of Pay Estimate #10 is attached.

Item I

Pay Estimate #6 for Elevated Storage Tank No. 1

This item includes Pay Estimate #6 to Caldwell Tank, Inc. for the construction of Elevated Storage Tank No. 1. The major pay item for this pay request includes electrical installation. The Pay Estimate includes payment for work completed to date minus a five percent retainage. We recommend partial payment of \$34,485.00. A summary of the recommended payment is as follows:

Total Work Completed to Date	\$ 1,047,217.86
Retainage	\$ 52,360.89
Less Previous Payments	<u>\$ 960,371.97</u>

Total payment \$ 34,485.00

Payment for this project will be financed from the bond proceeds. Funds, as noted above, are available and appropriate for this project. A copy of Pay Estimate #6 is attached.

Item J

Pay Estimate #3 for the Coon Lake Beach and Miscellaneous Overlay Projects

This item includes Pay Estimate #3 to North Valley, Inc. for the Coon Lake Beach and Miscellaneous Overlay Projects. This pay estimate includes payment for all work in the Coon Lake Beach plat, the 187th Lane bituminous overlay and the pavement reclamation and paving on 245th Avenue. The remaining punchlist items in the Coon Lake Beach area include:

1. Remove the bituminous on the south side of the driveway at 321 Aspen Road.
2. Construct a one inch bituminous overlay on the entire length of Bryant Lane to correct center overlap.
3. On Bryant Lane and Collen Street, remove all excess reclaim from the topsoil.
4. Repair the driveway match point at 158 Collen Street.
5. Establish turf on boulevards.
6. At 160 Bryant Lane, the north driveway needs approximately two cubic yards of river rock to fill depression.
7. At 160 Bryant Lane, the south driveway needs topsoil graded adjacent to the driveway and needs to be reseeded.
8. Clean hydraulic soil stabilizer off all mailbox posts, fences, etc.
9. At 440 Grove Road, place additional topsoil behind curb.

The estimated cost to complete the punchlist items is \$23,000. The retainage is based on the estimated cost plus 50 percent, or \$34,500.

Staff recommends partial payment of \$112,415.09. A summary of the recommended payment is as follows:

Total Work Completed to Date	\$ 729,917.68
Retainage	\$ 34,500.00
Less Previous Payments	<u>\$ 583,002.59</u>
Total payment	\$ 112,415.09

Payment for this project will be financed from the streets capital fund. Funds are available and appropriate for this project. A copy of Pay Estimate #3 is attached.

Item K

Set Local Board of Appeals and Equalization Meeting Date

Anoka County has advised the City that the Local Board of Appeals and Equalization (Board of Review) must meet between April 15 and May 10, 2013 to consider property valuation for taxes payable in 2014. Staff proposes that the Board of Review be scheduled on either April 17 or May 1, 2013 at 6:30 p.m. before the regularly scheduled Council meeting. Resolution 2013-xx sets that meeting date and time.

Fiscal Impact:

As noted above.

Recommendation(s):

Recommend approval of the Consent Agenda as presented.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



Payments for Council Approval January 9, 2013

Bills to be Approved for Payment	\$80,319.73
Electronic Payments	\$46,548.78
Payroll City Staff - December 20, 2012	\$32,316.90
Payroll City Staff - January 3, 2013	\$29,102.68
Total to be Approved for Payment	\$188,288.09

City of East Bethel

January 9, 2013

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Arena Operations	Bldg/Facility Repair Supplies	104873-01	Class C Components	615	49851	25.08
Arena Operations	Bldg/Facility Repair Supplies	5047230	Northland Chemical Corp	615	49851	30.08
Arena Operations	Bldgs/Facilities Repair/Maint	122712	Wright-Hennepin Coop Electric	615	49851	21.32
Arena Operations	Dues and Subscriptions	2143	MN Ice Arena Mgr's Assoc	615	49851	145.00
Arena Operations	Electric Utilities	121912	Connexus Energy	615	49851	4,971.12
Arena Operations	Gas Utilities	351253059	Xcel Energy	615	49851	2,458.77
Arena Operations	Refuse Removal	226654	Walters Recycling, Inc.	615	49851	164.33
Building Inspection	Motor Fuels	2142905	Lubricant Technologies, Inc.	101	42410	309.02
Central Services/Supplies	Information Systems	216910	City of Roseville	101	48150	514.94
Central Services/Supplies	Legal Notices	IQ 01808433	ECM Publishers, Inc.	101	48150	71.75
Central Services/Supplies	Office Equipment Rental	5896486-DC12	Pitney Bowes	101	48150	137.10
Central Services/Supplies	Office Supplies	14004	Norseman Awards	101	48150	159.13
Central Services/Supplies	Office Supplies	635326425001	Office Depot	101	48150	38.60
Central Services/Supplies	Office Supplies	637120581001	Office Depot	101	48150	20.30
Central Services/Supplies	Postage/Delivery	5346-01	Do-Good.Biz	101	48150	1,040.61
Central Services/Supplies	Telephone	10414270	Integra Telecom	101	48150	223.16
City Administration	Travel Expenses	123112	Jack Davis	101	41320	143.19
Economic Development Authority	Commissions and Boards	121312	Brian Bezanson	232	23200	230.00
Economic Development Authority	Commissions and Boards	121312	Julie Lux	232	23200	240.00
Economic Development Authority	Commissions and Boards	121312	Sherry Allenspach	232	23200	230.00
Economic Development Authority	Professional Services Fees	121812	Jill Teetzel	101	43220	155.00
Fire Department	Bldgs/Facilities Repair/Maint	122712	Wright-Hennepin Coop Electric	101	42210	5.32
Fire Department	Electric Utilities	121912	Connexus Energy	101	42210	618.54
Fire Department	Gas Utilities	351253059	Xcel Energy	101	42210	1,387.54
Fire Department	Motor Fuels	2142905	Lubricant Technologies, Inc.	101	42210	491.60
Fire Department	Motor Fuels	2142906	Lubricant Technologies, Inc.	101	42210	298.10
Fire Department	Motor Fuels	2144208	Lubricant Technologies, Inc.	101	42210	411.34
Fire Department	Professional Services Fees	01 2013	City of East Bethel	231	42210	1,666.67
Fire Department	Refuse Removal	226654	Walters Recycling, Inc.	101	42210	39.69
Fire Department	Repairs/Maint Machinery/Equip	21206111A	A DYNAMIC Door Co., Inc.	101	42210	822.71
Fire Department	Repairs/Maint Machinery/Equip	21206111B	A DYNAMIC Door Co., Inc.	101	42210	821.60
Fire Department	Telephone	10414270	Integra Telecom	101	42210	139.49
Fire Department	Travel Expenses	2664544	Jones & Bartlett Learning, LLC	231	42210	299.05
Fire Department	Travel Expenses	29026	The CAD Zone, Inc.	231	42210	508.00
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	11206	Access Lock & Key LLC	101	41940	80.00
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	9023310734	Grainger	101	41940	92.78
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	9024259468	Grainger	101	41940	59.16
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	470172660	Cintas Corporation #470	101	41940	22.02
General Govt Buildings/Plant	Electric Utilities	121912	Connexus Energy	101	41940	653.24
General Govt Buildings/Plant	Electric Utilities	121912	Connexus Energy	101	41940	12.13
General Govt Buildings/Plant	Gas Utilities	351253059	Xcel Energy	101	41940	483.14
General Govt Buildings/Plant	Refuse Removal	226654	Walters Recycling, Inc.	101	41940	249.09
Jackson MSA Street Project	Improvements Other Than Bldgs	P00001352	MN Dept of Transportation	402	40326	674.07
Mayor/City Council	Commissions and Boards	2013-1	Sunrise River WMO	101	41110	7,693.61
Mayor/City Council	Commissions and Boards	122612	Upper Rum River Watershed	101	41110	1,307.12
Park Maintenance	Chemicals and Chem Products	30014395	Federated Co-ops	101	43201	1,347.41
Park Maintenance	Chemicals and Chem Products	63474987	John Deere Landscapes	101	43201	936.29

City of East Bethel

January 9, 2013

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Park Maintenance	Clothing & Personal Equipment	363008332	BlueTarp Financial, Inc.	101	43201	104.99
Park Maintenance	Clothing & Personal Equipment	470169391	Cintas Corporation #470	101	43201	48.51
Park Maintenance	Clothing & Personal Equipment	470172661	Cintas Corporation #470	101	43201	293.53
Park Maintenance	Clothing & Personal Equipment	1182270243	G&K Services - St. Paul	101	43201	19.56
Park Maintenance	Clothing & Personal Equipment	1182281335	G&K Services - St. Paul	101	43201	19.56
Park Maintenance	Clothing & Personal Equipment	1182292405	G&K Services - St. Paul	101	43201	19.56
Park Maintenance	Electric Utilities	121912	Connexus Energy	101	43201	170.34
Park Maintenance	General Operating Supplies	1539-190046	O'Reilly Auto Stores Inc.	101	43201	22.60
Park Maintenance	General Operating Supplies	1539-190048	O'Reilly Auto Stores Inc.	101	43201	5.35
Park Maintenance	General Operating Supplies	250405	S & S Industrial Supply	101	43201	7.08
Park Maintenance	Motor Fuels	2142905	Lubricant Technologies, Inc.	101	43201	421.37
Park Maintenance	Motor Fuels	2142906	Lubricant Technologies, Inc.	101	43201	573.27
Park Maintenance	Motor Fuels	2144208	Lubricant Technologies, Inc.	101	43201	791.05
Park Maintenance	Other Equipment Rentals	60742	Jimmy's Johnnys, Inc.	101	43201	52.86
Park Maintenance	Professional Services Fees	121812	Jill Teetzel	101	43220	10.00
Park Maintenance	Sign/Striping Repair Materials	TI-0256978	Newman Signs	101	43201	308.07
Park Maintenance	Telephone	10414270	Integra Telecom	101	43201	51.14
Payroll	Insurance Premiums	01 2013	Dearborn National Life Ins Co.	101		1,060.89
Payroll	Insurance Premiums	5014429	Delta Dental	101		815.05
Payroll	Insurance Premiums	01 2013	Medica Health Plans	101		8,834.02
Payroll	Insurance Premiums	01 2013	NCPERS Minnesota	101		128.00
Planning and Zoning	Commissions and Boards	121812	Lorraine Bonin	101	41910	200.00
Planning and Zoning	Office Supplies	635326425001	Office Depot	101	41910	45.66
Planning and Zoning	Office Supplies	637120415001	Office Depot	101	41910	47.38
Planning and Zoning	Professional Services Fees	223343	Anoka County Treasury Dept	101	41910	250.00
Planning and Zoning	Professional Services Fees	121812	Jill Teetzel	101	43220	165.00
Planning and Zoning	Small Tools and Minor Equip	634590687001	Office Depot	101	41910	61.53
Planning and Zoning	Small Tools and Minor Equip	635506338001	Office Depot	101	41910	162.67
Recycling Operations	Bldgs/Facilities Repair/Maint	2083	LowVolts LLC	226	43235	2,855.00
Recycling Operations	Electric Utilities	121912	Connexus Energy	226	43235	137.63
Recycling Operations	Gas Utilities	351253059	Xcel Energy	226	43235	102.33
Recycling Operations	Heavy Machinery	S15157	Tri State Bobcat	226	43235	3,214.89
Recycling Operations	Other Equipment Rentals	60742	Jimmy's Johnnys, Inc.	226	43235	52.87
Recycling Operations	Postage/Delivery	479011	Gregory Cardey	226	43235	200.00
Recycling Operations	Refuse Removal	226654	Walters Recycling, Inc.	226	43235	29.69
Recycling Operations	Small Tools and Minor Equip	1716356	Acme Tools - Plymouth	226	43235	768.53
Recycling Operations	Small Tools and Minor Equip	27420892	BlueTarp Financial, Inc.	226	43235	955.54
Recycling Operations	Small Tools and Minor Equip	361061036	BlueTarp Financial, Inc.	226	43235	598.32
Sewer Operations	Bldgs/Facilities Repair/Maint	3594	North Star Pump Service	602	49451	390.00
Sewer Operations	Bldgs/Facilities Repair/Maint	122712	Wright-Hennepin Coop Electric	602	49451	24.53
Sewer Operations	Electric Utilities	121912	Connexus Energy	602	49451	920.98
Sewer Operations	Electric Utilities	121912	Connexus Energy	602	49451	75.00
Street Maintenance	Bldgs/Facilities Repair/Maint	22796	Aker Doors, Inc.	101	43220	529.00
Street Maintenance	Bldgs/Facilities Repair/Maint	470169391	Cintas Corporation #470	101	43220	27.20
Street Maintenance	Bldgs/Facilities Repair/Maint	1182270243	G&K Services - St. Paul	101	43220	5.70
Street Maintenance	Bldgs/Facilities Repair/Maint	1182281335	G&K Services - St. Paul	101	43220	5.68
Street Maintenance	Bldgs/Facilities Repair/Maint	1182292405	G&K Services - St. Paul	101	43220	5.69

City of East Bethel

January 9, 2013

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Street Maintenance	Bldgs/Facilities Repair/Maint	122712	Wright-Hennepin Coop Electric	101	43220	21.29
Street Maintenance	Cleaning Supplies	393122	Ham Lake Hardware	101	43220	3.20
Street Maintenance	Clothing & Personal Equipment	363008332	BlueTarp Financial, Inc.	101	43220	104.99
Street Maintenance	Clothing & Personal Equipment	470169391	Cintas Corporation #470	101	43220	47.91
Street Maintenance	Clothing & Personal Equipment	470172661	Cintas Corporation #470	101	43220	289.88
Street Maintenance	Clothing & Personal Equipment	1182270243	G&K Services - St. Paul	101	43220	15.61
Street Maintenance	Clothing & Personal Equipment	1182281335	G&K Services - St. Paul	101	43220	16.00
Street Maintenance	Clothing & Personal Equipment	1182292405	G&K Services - St. Paul	101	43220	15.61
Street Maintenance	Electric Utilities	121912	Connexus Energy	101	43220	1,626.79
Street Maintenance	Equipment Parts	1539-189740	O'Reilly Auto Stores Inc.	101	43220	7.60
Street Maintenance	Equipment Parts	P83794	Vermeer Sales & Service	101	43220	83.77
Street Maintenance	Gas Utilities	351253059	Xcel Energy	101	43220	528.39
Street Maintenance	General Operating Supplies	12168	Menards Cambridge	101	43220	60.69
Street Maintenance	Lubricants and Additives	2143404	Lubricant Technologies, Inc.	101	43220	97.90
Street Maintenance	Lubricants and Additives	1539-188249	O'Reilly Auto Stores Inc.	101	43220	90.79
Street Maintenance	Lubricants and Additives	1539-188637	O'Reilly Auto Stores Inc.	101	43220	27.76
Street Maintenance	Lubricants and Additives	1539-188684	O'Reilly Auto Stores Inc.	101	43220	36.32
Street Maintenance	Motor Fuels	2142905	Lubricant Technologies, Inc.	101	43220	182.59
Street Maintenance	Motor Fuels	2142906	Lubricant Technologies, Inc.	101	43220	1,421.73
Street Maintenance	Motor Fuels	2144208	Lubricant Technologies, Inc.	101	43220	1,961.83
Street Maintenance	Motor Vehicles Parts	372805	NAPA Auto Parts	101	43220	63.36
Street Maintenance	Motor Vehicles Parts	1539-188189	O'Reilly Auto Stores Inc.	101	43220	49.77
Street Maintenance	Motor Vehicles Parts	121312	Plow World, Inc.	101	43220	53.91
Street Maintenance	Professional Services Fees	121812	Jill Teetzel	101	43220	160.00
Street Maintenance	Refuse Removal	23428	Central Wood Products	101	43220	10.00
Street Maintenance	Refuse Removal	226654	Walters Recycling, Inc.	101	43220	249.09
Street Maintenance	Sign/Striping Repair Materials	89352	Gopher Sign Company	101	43220	654.08
Street Maintenance	Street Maint Materials	125575	City of St. Paul	101	43220	288.18
Street Maintenance	Street Maint Materials	125707	City of St. Paul	101	43220	216.23
Street Maintenance	Street Maint Materials	70906457	North American Salt Co.	101	43220	9,575.83
Street Maintenance	Street Maint Materials	70908407	North American Salt Co.	101	43220	2,127.96
Street Maintenance	Telephone	10414270	Integra Telecom	101	43220	51.14
Street Maintenance	Welding Supplies	9905826653	Airgas North Central	101	43220	242.07
Water Utility Operations	Bldg/Facility Repair Supplies	7484	Ferguson Waterworks #2516	601	49401	38.76
Water Utility Operations	Bldgs/Facilities Repair/Maint	122712	Wright-Hennepin Coop Electric	601	49401	26.67
Water Utility Operations	Electric Utilities	121912	Connexus Energy	651	49401	1,598.37
Water Utility Operations	Gas Utilities	121712	CenterPoint Energy	601	49401	104.96
Water Utility Operations	Gas Utilities	121712	CenterPoint Energy	651	49401	132.87
						\$80,319.73
Electronic Payments						
Payroll	PERA					\$11,349.52
Payroll	Federal Withholding					\$10,971.78
Payroll	Medicare Withholding					\$2,769.46
Payroll	FICA Tax Withholding					\$10,377.95

City of East Bethel

January 9, 2013

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Payroll	State Withholding					\$4,628.39
Payroll	MSRS					\$6,451.68
						\$46,548.78

EAST BETHEL CITY COUNCIL MEETING

December 19, 2012

The East Bethel City Council met on December 19, 2012 at 7:30 PM for their regular meeting at City Hall.

MEMBERS PRESENT: Bill Boyer Richard Lawrence Heidi Moegerle
Steve Voss

MEMBERS EXCUSED: Bob DeRoche

ALSO PRESENT: Jack Davis, City Administrator
Mark Vierling, City Attorney

Call to Order **The December 19, 2012 City Council meeting was called to order by Mayor Lawrence at 7:30 PM.**

Adopt Agenda **Voss made a motion to adopt the December 19, 2012 City Council agenda. Moegerle seconded; all in favor, motion carries.**

Sheriff's Report Lieutenant Orlando gave the November 2012 report as follows:

DWI Arrests: There was one DWI arrest in November. The driver was stopped for driving conduct and tested at a .17 BAC.

Property Damage: There were six reports of damage to property. Three of them involved damaged mailboxes – two of which were in the same area, same night. There were no suspects. One report was damage to a yard, believed to be in retaliation for another report. One report was damage to pine trees, unknown what caused them to be damaged. The last report was damage to a door on a vacant house. No entry was made.

Thefts: Thefts report in November included two no pay gas thefts, one identity theft report where a credit card had been opened under someone's name. There were two theft from vehicle reports. Two theft of bicycles reports, one theft of downspouts from gutters, and lastly a theft of a political sign. There were no suspects identified.

Burglaries: There were four burglaries reported. Two involved houses that were vacant – one was under construction where tools were taken, and one was foreclosed where property had been taken from. A business had been burglarized where items were taken from display cases. There were no suspects and no evidence left behind. The last report was a house that was burglarized where an X-Box 360 and a small safe were taken.

Suspicious Activity: Thanks to a vigilant neighbor, a male was taken into custody after being found on the property of a neighbor who was out of town. Deputies were able to make contact with the homeowner who stated no one should be on his property. The suspect was an acquaintance of the homeowner but had no permission to be there. The suspect ended up being arrested for obstructing justice and trespassing. The next day the homeowner called deputies and requested extra patrol as the acquaintance had said he was going to go back and take some items. A deputy went to the residence to do a house check and while sitting in the driveway, the male came up to him and said that he wanted to pick up items that were his. The male made a call on his cell phone that was allegedly the homeowner, wanting to tell the

deputy that it was okay for him to be on the property – the deputy had the homeowner’s cell number and called him to be told that he had not changed his mind and did not want him there without him being home. The male was arrested a second time for trespassing.

Moegerle, “I was at a meeting at Anoka County regarding 911 services. I think it would be good to remind people that if they need 911 services during the stressful times of the holidays, to be sure to call.” Lt. Orlando, “Yes, we are here 24/7. We always have some available to help to whoever needs any help or has any problems.” Moegerle, “Very interesting what the 911 operators do and they say they get one every minute of the year.” Lt. Orlando, “They are very busy down there. They are a good crew. I also wanted to congratulate Steve and Bill on your retirements. If there is every anything you need, feel free to still call me, you have my number.”

Recognition
of Service –
Bill Boyer

Davis said, “We would like to recognize Council Member Bill Boyer for his years of service as a Council Member, liaison to the Park Commission, the Horse Committee, Booster Day Committee, member of the HRA and EDA Commissions, Cedar Creek Ecosystem Science Reserve Committee and many more. Mr. Boyer has served as a Council Member since January 2001. On behalf of the citizens of East Bethel, we thank you for your many contributions to our community and present this plaque to you for your years of dedicated service.

Recognition
of Service –
Steven Voss

Davis, “We would like to recognize Council Member Steven Voss for his years of service as Council Member, liaison to the Planning Commission, Road Commission, Anoka County Sheriff’s Department, Watershed Management Organizations, Booster Day Committee and many more. Mr. Voss also served as a Planning Commission member for 11 years before being elected as a Council Member. Mr. Voss has served as a Council Member since January 2005. On behalf of the Citizens of East Bethel, we thank you for your many contributions to our community and present this plaque to you for your years of dedicated service.

Voss said after almost twenty years of doing this it is amazing how many people you meet and how well you learn the community. That is probably the most rewarding part of serving is meeting the residents and being more part of the community. I want to thank everyone else.

Proclamation
Recognizing
Service of the
Williams
Family

Lawrence, “Whereas, the Williams Family have been a dedicated Firefighters of the East Bethel Fire Department for a collective period of time over 142 years; and

Whereas, Howard served for 22 years, Beverly served for 15 years, Kevin served for 4 years, Jason served for 3 years, Richard is serving his 33rd year, Ron served for 5 years, Dale served for 45 years, Jackie served for 10 years, and Todd served for 5 years; and

Whereas, the East Bethel Fire Department Relief Association has recognized the Williams Family with a lifetime achievement award; and

Whereas, the Williams Family has proudly served the City of East Bethel and continues to have a family member as a current Firefighter

Now Therefore, as the Mayor of the City of East Bethel, I declare: Friday, December 21, 2012 as Williams Family Day in the City of East Bethel in recognition of their achievements and contributions over the past combined 142 years.

Fire Chief DuCharme, "The Williams family has been involved in the fire department since the very first day. The 50+ years of the fire department is not without a Williams family member serving. And it continues to have a Williams family member serve us with Richard. Who knows, in the future, we may have another one. But this is truly an outstanding achievement for the family. Many fire departments and our peers throughout the state not only talk about the East Bethel fire department, but sometimes they call it the Williams Fire Department. We do have a couple family members here to receive the lifetime achievement award from the Relief Association, if I may do that.

Dale Williams, "I served 45 years." Howard Williams, "I served 33 years" Richard Williams, I am still serving at present." Moegerle, "We just talked to Jack and he has agreed we will present the Williams family with a flag at the fire department on their family day, Friday."

Public Forum Lawrence opened the Public Forum for any comments or concerns that were not listed on the agenda. There were no comments so the Public Forum was closed.

Consent Agenda Moegerle, "I would like to remove Items C) Meeting Minutes, November 14, 2012 Town Hall Meeting; D) Joint Powers Agreement between Anoka County the Municipalities, Townships and School Districts in Anoka County to Allocate for Election Expenses; and J) IUP Renewal for Richard Wait, Hot Rod Factory at 20042 Polk Street NE.

Moegerle made a motion to approve the Consent Agenda including: A) Approve Bills; B) Meeting Minutes, December 5, 2012 Regular Meeting; C) ~~Meeting Minutes, November 14, 2012 Town Hall Meeting;~~ D) ~~Joint Powers Agreement between Anoka County the Municipalities, Townships and School Districts in Anoka County to Allocate for Election Expenses;~~ E) Approve Tobacco Licenses for 2013; F) Approve Garbage Hauler Licenses for 2013; G) Resolution 2012-76 Tort Limits; H) Approve Renewal of GIS Contract; I) IUP Renewal for Kevin Denker, B&D Bobcat and Landscaping at 23026 3rd Street NE; J) ~~IUP Renewal for Richard Wait, Hot Rod Factory at 20042 Polk Street NE/~~ K-L) Resolution 2012-18 Revoking State Aid Routes and Resolution 2012-19 Establishing State Aid Routes. Voss seconded; all in favor, motion carries.

Item C) Meeting Minutes Moegerle, "I removed Item C) Meeting Minutes, November 14, 2012 Town Hall Meeting because they were not included in the packet.

Item D) Joint Powers Agreement between Anoka County the Municipalities, Townships and School Districts in Anoka County to Allocate for Moegerle, "I removed Item D) Joint Powers Agreement between Anoka County the Municipalities, Townships and School Districts in Anoka County to Allocate for Election Expenses. I understand we have someone here from Anoka County to explain some of this. Cindy Reichert, Anoka County Elections Manager, "Appreciate the opportunity to talk about this with you. What specifically would you like to understand?" Lawrence, "How much is it?" Reichert, "I will do a recap of how we got to where we are. We are in a position where we need to purchase new voting equipment as soon as possible. The equipment we have been using is no longer completely functional; it does count the ballots when it accepts the ballots. But more and more we are seeing when a voter places a ballot in the machine it kicks back because the read heads on the machine are scratched, dirty. They are 10 years old. The biggest problem is the entire system is DOS based that cannot be upgraded to Microsoft Windows. So we are running it on a very ancient server that is basically on its last

legs. We also have some mechanical issues with the machines, small plastic parts are breaking, and wheels are falling off. There has been quite a bit of changes on how election equipment is certified in the last 10 years. State of Minnesota also requires it to be tested. Right now we don't have anything to buy, because it is all 10 year old. We are looking at the next generation of equipment. There is very little competition in the marketplace.

What I have been doing with estimates is I have been trying to keep it on the high side. We know what other agencies are paying, but there is no such thing as a non-negotiated election equipment purchase. There are five counties that are planning to purchase in 2013, Anoka, Washington, Ramsey, Dakota and Hennepin. The counties have been working together, we have a meeting tomorrow where we will be talking about the RFP and starting to put together the specs that match the equipment. The purchase that we did 10 years ago, the county did not purchase the equipment at that time. All of the ballot counters were purchased by the cities themselves. So you owned the equipment and you still own those units. The business model of the vendors has changed considerably. Because the system was parceled out, we did not have maintenance agreements on them. At the time that we purchased, we had a staff member at Anoka that was trained in the program, could do minor repairs. That has all changed with federal certification requirements and with the sophistication of the programs. This will not allow for the county to have a trained technician for repairs. So we do need to have maintenance agreements."

"So we know the capital costs will be approximately twice as much as we paid 10 years ago. We think the operating costs will be about 10 times as much. So there is a huge increase in costs. The county recognizes that and the county has stepped up and wants to pay 55% of the entire capital purchase and of the ongoing operating costs. We have also been working with our school districts who have not participated before. The agreement before is an accumulation of three years of work. We started out with election administrators; Wendy Warren has participated in those discussions. Once we had a proposal developed we created what we called the Election Equipment Task Force that was Council Members, Mayors, School Superintendents, and Business Managers. What we did in that group was talk about the statutory responsibility each party has in paying for things, and came up with a cost sharing that we thought each party could live with in this. Like I said, the county has moved up a little, schools are participating and what we are looking at from cities to pay is 30% of the capital costs and the operating costs for the life of the equipment. We also still have about \$310,000 in grant funds. Looking at over a 10 year period the estimate is \$26,000"

Moegerle, "What is the entire cost of the system?" Reichert, "The entire system for capital costs are 1.2 million dollars. And then the annual operating we are looking at \$160,000 to \$180,000." Moegerle, "And Anoka County will own these?" Reichert, "That is correct. They will also manage all the contracts that go along with that. We will continue to do all the programming that we have done before, we will manage the printing. This was part of what we worked on in our workgroup was what is the most logical division of duties for us to do. It seemed most prudent for the County to do those things which really apply to all of the jurisdictions, and let the clerks work on the things that focus on your local election. Hiring the election judges, serving voters at your counter with in-person absentee ballots, etc. and let the county stick to the big picture types of things."

Lawrence, "The old systems only last 10 years, and they only get used every two years once, which means they only get used five to six times?" Reichert, "That is not exactly accurate, because along with every election you have testing, pre-election, post-election. If we were able to replace the reed heads, that would be ideal. We are no longer able to do that,

it is no longer being manufactured.” Lawrence, “The machines aren’t used very much.” Boyer, “Well you use them in the primaries too, not just the general.” Moegerle, “What is the life expectancy of these? Mr. Vierling says that the life expectancy of these has been limited in the past. This JPA doesn’t say that we are assured for our investment we will get a return for the next 10 or 15 years.” Reichert, “The average life expectancy of voting equipment is between 10 and 15 years. Often they are replaced before they are completely obsolete. This is relative new technology. It would be nice if we could be guaranteed. I don’t have a crystal ball, we have warranties.”

Lawrence, “The City is responsible for the warranty?” Reichert, “That is not the case. The warranty is another thing we think we will be able to negotiate. What we are asking the cities to do is insure against damages while it is in your possession. But anything that becomes non-operational because the equipment doesn’t work, we are not holding the cities responsible for that. That is the vendor that is responsible for those things and the county will be working with the vendors on that.”

Moegerle, “I have quite a few problems. First of all in Section 4 the list a total of eight types of entities within four categories. When I divide 100% x 8 and we are 1 of the 8 we should be paying 12% not 30%. I realize we don’t have a hospital district so we will mark that off, but you start looking at this and why is the city paying 30% because why isn’t the judicial offices paying something. I understand we are not going to get the feds out here to pay some of this, so it is 16%, but 30% that is carrying a lot of weight. Next question, every single one of our residents pays county taxes. And the big headline last week is, “Levy cut by 1 million dollars”. And, it seems to me that what the county is doing very directly is saying you guys tax for 30% of this tax and we will carry the other part. And it is not an unfunded mandate, because that has a very specific meaning. But, you are kicking it down to us and I don’t think that is appropriate. So, please address my concerns.”

Reichert, “First, when we refer to Section 4, which are the categories of election types, those are merely the election types. That does not their statutory responsibility to fund equipment. When we look at election expenses payment Statute Section 204.B.32, counties have no obligation under the statute to pay for your ballot counters. Municipalities shall pay the cost of providing ballot boxes (which are the machines) and providing and equipping the polling places. That is what we are talking about is you purchasing your equipment. The county is willing to pay 55% of the purchase of the equipment that you are responsible for paying for.”

Moegerle, “In Statute 206.59 Payment for Voting Systems, May be provided for in the best interest of the political subdivision adopting it and purchasing it. You just said that is Anoka County. So they may make payment by a General Fund, Levying a Tax, or Issuing or Selling Bonds. So, you are asking us, in paragraph 7, The voting equipment system procurement purchasing, and support shall be divided between the county, its municipalities and school districts. So in effect, we are in fact paying for the procurement purchasing of these things. I don’t think that is what the statute provides for and I have to respond to voters. People are going to say, the county is buying it, the county should pay for it. I don’t mind paying for that aspect of the votes that reply to the municipality. But I don’t see where the city should be paying 30% of this.”

Reichert, “Statute also requires cities to conduct elections in election years for state elections. You are responsible as a city for paying for your voting equipment. And what we are offering is an opportunity to share the costs of the equipment. You are certainly

welcome to purchase your own units. If you choose to do that, we can do that outside this agreement. But you would then also be responsible for purchasing all the equipment you would use here in East Bethel. And that would be 100% of that equipment.” Moegerle, “And we own the voting machines we have now?” Warren, “Yes.” Moegerle, “So theoretically, we could have our municipal election on the old ones and then the county could do the rest on their own?” Reichert, “That is not how that works. It is an election system and because you run the federal elections, you would end up purchasing the program, do the entire ballot layout, all of those duties, all the reporting and frankly that is not a function of the city. That is a function of the counties.”

Moegerle, “Well the big issue with me is you are asking under subsection 7, we are going to pay procurement costs. That is a term of this.” Reichert, “For purchase.” Moegerle, “Right, but Anoka County will own it.” Reichert, “I ran some cost detail and for each precinct if you do decide to have a city purchase which you are allowed to do, each precinct the capital costs will be \$6,440. On top of that you will have an extra \$430 per year if you choose to have a vendor maintain that. You could also lease the units from a vendor and that cost would be \$2,850 per precinct per year. So when I ran this for the City of Oak Grove, they have four precincts, you have three. The way the cost breaks down is over a 10 year period \$68,000 for an independent purchase. We think this is a pretty good deal.” Voss said I think this is a pretty good deal for the city. Boyer asked out of curiosity when was the statute last revised? Reichert, “It was long enough ago that it says provide ballot boxes.”

Voss made a motion to approve Item D) Joint Powers Agreement between Anoka County the Municipalities, Townships and School Districts in Anoka County to Allocate for Election Expenses as presented tonight. Boyer seconded. Boyer, Lawrence and Voss, aye; Moegerle, nay; motion carries.

Item J) IUP
Renewal for
Richard Wait,
Hot Rod
Factory at
20042 Polk
Street NE.

Moegerle, “I removed Item J) IUP Renewal for Richard Wait, Hot Rod Factory at 20042 Polk Street NE. Some additional information has become available and I want to table this for 30 days. But, technically the IUP expires on December 31, 2012 so how can we do this so it doesn't expire? Davis, “We need to get the applicant in here to discuss some items. We would like to extend the IUP from December 31st to January 31st until we can talk to the individual and work the issue out.” Voss asked what is the nature of the issue? Davis, “The size of an accessory building.” Voss asked is it a new building? Davis, “Yes, part of it was built in 2008.” Voss asked when was the first IUP issued? Davis, “2005 or 2006. And it was renewed again in 2009.” Voss said so it sounds like when it was renewed in 2009 the consideration of using a larger building wasn't considered? Davis, “That is correct. I think there are some issues here. Not an issue of saying he cannot have it, just some things that need to be worked out. Maybe some additional conditions. We would like to talk to him to work something out that is acceptable to him and the city.”

Boyer made a motion to extend the IUP for Richard Wait, Hot Rod Factory at 20042 Polk Street NE until January 31, 2013. Moegerle seconded; all in favor, motion carries.

Boyer made a motion to table the IUP Renewal for Richard Wait, Hot Rod Factory at 20042 Polk Street NE. Voss seconded; all in favor, motion carries.

Building Dept.
Report

Davis explained that the Building Official's November 2012 Report, 2012 Permit and Fee Report and 2006-2011 Building Department Revenue Reports are included in your packet.

Permit fees, not including SAC and WAC fees, collected through November 2012 total

\$145,067.89. Revenue from fees for this department for 2012 were projected to be \$100,100. The increase in revenue is due primarily to the Aggressive Hydraulics (\$22,806.06) and the Municipal Utilities Projects (\$20,697.04) but also to an increase in home improvement activity coupled with a slight increase in new home construction. New residential construction has increased from 3 permits issued in 2011 to 4 permits for the first 11 months of 2012. New commercial construction has increased from 1 permit in 2011 to 3 permits issued through November 2012.

Discounting the fees collected for Aggressive Hydraulics and the Municipal Utilities Project, the total amount collected for 2012 Building Department charges is \$101,564.73. The total amount of collections for this Department in 2011 was \$89,749.

We are seeing some improvements in the residential construction market in East Bethel.

2013 Budget Amendments

Davis explained the 2012 Budget was adopted by City Council on December 7, 2011. Since that time a number of changes have occurred that affect the current year's budget, resulting in both increases and decreases to several General Fund departments.

The following is a detail of proposed amendments to the adopted 2012 Budget.

Legal Department

303- Legal Fees

Approved:	\$152,500
Proposed:	\$160,000
Increase:	\$ 7,500

Estimated legal fees for 2012 are \$160,000 reflecting the expenses incurred in 2012. Additional legal fees were incurred when the City Council contracted a hearing officer for the Friday IUP, for the City attorney consultation on personnel matters and with the League of MN Cities who represented the City in the Great River Energy case.

Building Inspection Department

101-Full-Time Employees Regular

Approved:	\$116,914
Proposed:	\$107,914
Decrease:	\$ 9,000

Employee resignations and the length of time to hire new staff result in a decrease in wages in the Building Inspection department.

Police Department

307-Professional Service Fees

Approved:	\$959,272
Proposed:	\$960,772
Increase:	\$ 1,500

Animal control services from January through November 2012 cost \$7,985 for which only \$8,000 was budgeted for 2012. The City only pays for animal care when the owner does not claim the animal, which is occurring more frequently in the past 2 years.

Recommendations

With the proposed changes noted above, there is no increase or decrease in the total General Fund Budget.

Staff is requesting approval of Resolution 2012-77 which amends the 2012 General Fund Budget.

Moegerle made a motion to approve Resolution 2012-77 Amending the 2012 General Fund Budget. Voss seconded. Boyer asked with the animal care why are we not placing this back on the owner's tax bills? Davis, "A lot of them we do, but a lot of these animals are picked up and we have no record of who they belong to. Any ones that we can, if the owners pick them up, they are responsible for the cost on this." **All in favor, motion carries.**

Reader Board
Design

Davis explained that at the November 7th City Council meeting, DeMars Signs was selected as the contractor for the construction and installation of an electronic community reader board at the NE corner of TH 65 and Viking Blvd. Their bid of \$73,937 included a 25mm Watchfire color display and upgraded stone columns around the existing support poles.

Staff and two Council Members met with a representative from DeMars Signs to discuss other design options for the upper cabinet and ways to upgrade the architectural elements around the support poles. Attached are three architectural renderings that resulted from that meeting. Design elements from draft City website designs were incorporated into the design along the upper portion of the cabinet.

Approximately 8-10 weeks will be required for installation once a final design is approved.

There is currently \$50,000 in the 2012 EDA budget and approval of \$45,000 for the 2013 EDA budget for an electronic reader board sign. The East Bethel Seniors have provided a donation of \$5,000 toward the sign and the City has received \$2,800 as a damage claim payment, bringing the total available funds for the project to \$102,800 in 2013. The approved bid amount for the sign is \$73,937. The upgraded cabinet design and the quantities of materials used for wrapping the support poles may require additional funds up to \$10,000.

Staff is requesting Council approval for the selection of one of the presented options for an electronic reader board to be located on the NE corner of Viking Blvd and Hwy 65.

Moegerle, "Bob and I met with DeMars and they did get what we are calling the swoosh in there. I still think that lower base is too short. I like Option 1 generally, but I think that is too low."

Lawrence, "I think Option 1 is the best." Voss said you just have the three new ones? Davis, "I e-mailed you the other 12. There are 15 total." Voss said I couldn't open the e-mail. I think I understand the latest set; it has the resemblance to the part of the design element on the website. The difference between this and the website is if the website gets dated it is pretty easy to change. What I see with this is it getting dated real quickly. As opposed to the designs submitted before this. They had a little flair to it, but simple still. I think I like Options 7 and 9. Moegerle, "Of these I think the base is the proper proportion to the supports in number 9. I understand about things being dated too."

Voss made a motion to approve the Electronic Reader Board Design 9. Boyer seconded. Moegerle, "Randy, you are from the website committee, do you think there is any investment in using that swoosh from the website in the design?" Randy Plaisance, "It does tie it into the website. If you do want to make a signature for the city. But, I appreciate your concern that it will become obsolete. I do work with a lot of designs and I happen to

like the idea of the swoosh on top. This particular piece, #9 that you are looking at, it is also a good piece. It really comes down to matter of opinion of what you want to do. I would be pleased with either/or to be honest with you.” Moegerle, “It will be here for a long time, it is worthy of thoughtful consideration.” Lawrence, “The reader board itself is the most important. If we have a design change later on, we could change the casing without a huge expense I would think.” Voss asked are the “City of East Bethel” letters lit? LED? Davis, “Yes.” **All in favor, motion carries.**

Fire Dept.
Report

Davis explained that Fire Chief Mark DuCharme will give a report.

Fire Chief DuCharme, “The fire department answered 46 calls last month and what is interesting is 30 of those were medical related. I have included the breakdown of medical calls in the package. Although we are actually on scene of 22 of those calls, eight other calls were canceled en-route. The 22 calls that we were on scene for, 21 were transported by Allina. There is a need that we are there. We will have 461 calls by the end of November. We are on the track in December to answer another 40-50 more calls. So our call numbers will be somewhere around 500-510, which is our projection. When we do our budget, we try to guess and I think we did 501 calls.”

Who We Are In The Fire Department? Kind of a breakdown of our individuals. Years of service, we have five people that are probationary. We have two that are over 30 years of service. Most fall in the category of 5 to 20 years of service. That is typical of all fire departments. That is how we usually try to envision an ideal fire department. Currently we have 34 fire fighters. With Council discussion I think we will try to keep it at 35, but I think ordinance allows up to 40. There will be a time when there will be a few retirements, so will need to bring a few people on. In January, we will be interviewing five candidates and bringing them forward for recommendation.

The next slide deals with the age breakdown. We have a very good span of ages, we want the veterans around, and they carry the culture and experience.

Our gender breakdown is 30 males and 4 females. We are always interested in trying to expand the diversity of the fire department. That tells you in a real quick snapshot about the fire department. Some of our candidates are a lot different than what we used to get. Better educated and some are already trained in the fire service.

Moegerle, “If we accept the five candidates that you are going to interview are they going to go through the training at the county with that new SAFER Grant?” Chief DuCharme, “Any training we give to a new fire fighter coming on is reimbursed by the Minnesota Board of Fire Fighting and Education. To train a fire fighter for what we call Fire Fighter I, or II it is a \$1,050. We will be using the Anoka County Fire Academy which the Fire Chiefs got together and wrote the grant and it is a great thing for the next four years because not only will we get funding for that, but also the cost for what we call turn-out gear is going to be covered. That is an additional \$1,500 to \$1,600. And, if we train a person which we always do first responder or EMT it is also covered.”

Voss said you spoke about most of your calls being medical calls. How many EMT certified do we have on the fire department? Chief DuCharme, “We have 13 right now that are EMT certified. Which is an increase. I think in 2008 we had 3 or 4. We have offered it to the fire fighters and many have decided to do it. It is a huge commitment 110 or 120 hours classroom time and the test is not fun. Because we have a crew that is EMT certified we

have special things we can do.”

Moegerle, “You said how many calls were dispatched and cancelled calls, what is your philosophy on that? Would you rather be dispatched than not called? Do people call too soon? I see there were two of those calls to the same address. And, what does that mean. Or is that just a fluke.” Chief DuCharme, “A deputy might have made it to the scene and accessed the situation. For some reason in November, we had a higher number of cancelled calls. I think that we never know what we are going to walk into and the severity of the incident. We need to be started and if we are going to be cancelled that is fine. We are ready to jump on it and do what we can. Happy holidays and Steve and Bill thank you so much.

Council
Member
Report –
Boyer

Boyer said Happy Holidays.

Council
Member
Report – Voss

Voss said Happy Holidays.

Council
Member
Report –
Moegerle

Moegerle, “I encourage everybody to go to the ThriveMSP.org website and express your opinion to Met Council about your views for 2040. Yesterday I went to the reception for Andy Westerberg and Dan Erhart both of whom are retiring from the county commissioner’s office and talked to the 911 office people. Very interesting, they do a great job. And, nobody should be shy about calling in an emergency. On Tuesday, we had representatives from National Sports Center out to East Bethel to talk to us about the idea of tourism and is that something we want to explore along with economic development. And, we were supposed to meet with Pat Born tomorrow who is the administrator from the Met Council. He got a call to see governor tomorrow, so he is not going to come see us.”

Council
Member
Report –
Lawrence

Lawrence, “Happy Holidays. I am really thankful for the Williams family and their service. When I see 142 years of service, wow! I am pleased to see people that dedicated to the City.”

Adjourn

Boyer made a motion to adjourn at 8:37 PM. Voss seconded; all in favor, motion carries.

Attest:

Wendy Warren
Deputy City Clerk

EAST BETHEL TOWN HALL MEETING

November 14, 2012

The East Bethel City Council met on November 14, 2012 at 7:00 PM for their Town Hall meeting at City Hall.

MEMBERS PRESENT: Bob DeRoche Richard Lawrence Heidi Moegerle

MEMBERS EXCUSED: Bill Boyer Steve Voss

ALSO PRESENT: Jack Davis, City Administrator
Rita Pierce, Fiscal and Support Services Director
Nate Ayshford, Public Works Manager
Nick Schmitz, Building Official/Code Enforcement Officer
Mark DuCharme, Fire Chief
Craig Jochum, City Engineer
Michelle Orlando, Lieutenant, Anoka County Sheriff's Office

Call to Order **The November 14, 2012 Town Hall meeting was called to order by Mayor Lawrence at 6:00 PM.**

Adopt Agenda **Moegerle made a motion to adopt the November 14, 2012 Town Hall meeting agenda. DeRoche seconded; all in favor, motion carries.**

Public Input Lawrence, "We would like to recognize our two new Council Members Ron Koller & Tom Ronning. Thank you for volunteering your time. Also have a note from Steve Voss he is out of town for work. That is primarily why he did not run for re-election because his work has become more demanding on him. The Town Hall meetings were based on his ideas so we acknowledge his absence today and he apologizes for not being able to be here."

Davis, "We have four main commissions in the City of East Bethel that we seek volunteers to serve on. The Parks, Roads, Planning and Economic Development Authority. There are currently vacancies on all of these. We are looking for individuals who are willing to work on these that have the interest of the City of at heart and who are willing to sacrifice a little bit of time to make the City of East Bethel a better place to live. If anyone here is interested or if you know anyone that is interested in serving on these commissions, please come by City Hall or give us a call and we will give you an information material to apply for these. And we strongly encourage anyone that has any interest to apply for this."

Davis introduced staff as follows: Nick Schmitz, Building Official/Code Enforcement Officer, Nate Ayshford, Public Works Manager, Craig Jochum, City Engineer, Wendy Warren, Deputy City Clerk, Mark DuCharme, Fire Chief, and Michelle Orlando, liaison with the Sheriff's Office, Rita Pierce, Fiscal and Support Services Director. Those are the staff and they do a fantastic job. One of the things we have done over the past couple years is there has been a reduction of staff at the City. All these people have taken on additional roles and duties and have done so with a great attitude. I certainly appreciate that and I know City Council does, so thank you."

DeRoche, We also have a new Community Development Director/City Planner who is in the interim of coming. She will be starting December 4th, Colleen Winter." Moegerle, "And

once again on December 4th Jack will only have one title, City Administrator. As opposed to City Administrator, City Planner, and Building Official. I think we are all looking forward to that development.”

Moegerle, “At this point we are interested in your comments. We have questions about how to get more public engagement. But we are interested about why you are here. We are here for you. Is there anybody here with questions?”

Diane Jacobson, “Who is the mayor?” Lawrence, “I am the Mayor, Richard Lawrence. Re-elected.”

Tom Ronning, “I have been asked a couple times and I didn’t know the answer. This Jackson Street, who is paying for it? I wasn’t sure if it was the county or somebody and then it comes out that we are paying for it. But it has been planned for, saved for. Maybe one of you can explain how that process works.” Davis, “The City has a Capital Improvements Plan for streets projects. We have a Streets Capital Improvement Plan and a MSA Capital Improvement Plan. Jackson Street is a State Aid Street so we receive approximately \$550,000 a year from MnDOT which we place into a fund for those streets that qualify for state aid. Jackson Street is one of them so the funds for this project do not come out of the general fund. Or any transfers that were made to the Street Capital Improvements funds. This project was paid essentially from those funds we received from MnDOT.”

Becky Knisley, I am wondering how we can approve the paving of the roads in Athens(that was part of the whole Great River Energy (GRE) deal) prior to us being notified on Sunset Road about the lines going down Sunset Road although that was part of the whole package agreement with Athens Township. And that all happened prior to us even being notified that there was a public hearing for GRE.” Lawrence, “The paving of the roads, it is a shared road between Athens and East Bethel. I believe we also plow the snow on that road, isn’t that correct Jack?” Davis, “That road was one was always in question about who was going to maintain it since it serves about a 100 East Bethel residents in the mobile home court. That was one of the reasons we paved it. It is true that we did have some discussion with Athens; they did request we do this. But, it wasn’t the reason we did it. We felt there was a benefit to the East Bethel residents and that made it a good reason to do it. It had come to the point where the entrance to the trailer court was becoming a concern for emergency service vehicles. People were actually driving off the road on the shoulders.”

Knisley, “I am aware of that the trailer court had been asking the City and Athens both to get the road paved. What I don’t understand is why when we had the GRE public hearing at the Planning Commission and the Council meeting, why things like that weren’t brought to our attention. That we had a deal going with Athens.” Moegerle “I think that when we were working to find a way that all three jurisdictions, Athens, Linwood and East Bethel could come to an agreed route that would actually connect up there were discussion that were global. When you come into those kind of situations, then you have those discussions. Then you take it to the public and discuss the issue that is required for the public hearing. The public hearing part of that was just dealing with Sunset Road. The public hearing is not about the entire resolution of a lawsuit. So, not that it was secretive, it just wasn’t the issue. It is just some things are required on certain thing and the public hearing was required on Sunset Road not the global resolution of the legalities.”

Knisley, “That has a direct effect on why it was going down Sunset Road. Because there had been agreement struck prior to.” Moegerle, “There had been discussions.” DeRoche, “There

were no agreements made. The discussion went right up until the last Council meeting before.” Davis, “There was discussion right up to the last Council meeting. That was part of the deal. It needed all parties’ approval. So it wasn’t approved until the end of May.” Knisley, “But still you guys knew that was part of the deal and that is very irritating as a resident to find out all these things have happened that we as the public were not made aware of. And things that went on, under the table, behind closed doors.”

Lawrence, “There was no under the table.” DeRoche, “You have brought this up and accused us of basically being on the take and being under the table. And just for the record, I have spoken with an attorney privately and there is a thing called slander. If you cannot prove that I took money under the table, or that things were done dirty dealing, then you may not want to be making those statements.” Knisley, “Maybe under the table isn’t the right thing. But, the concept of coming to an agreement with Athens and you knowing that you are working on an agreement with Athens. And not letting the people know that you are working on this agreement with Athens and knowing this is what you are going to do for Athens and what you what in East Bethel and this is what you are going to do for the people in Athens is very misleading.”

DeRoche, “Part of was done in closed session. Anytime there is litigation it is done in closed session, it is done that way by law until there is a decision made. After discussion in the back, you come back and if there is a motion to be made it is done in the public. Until that time it is not public information.” Knisley, “I understand that. But, if GRE can apply for the CUP for Route A and it was denied, how does the City then issue the CUP for something they didn’t even apply for.” Davis, “A CUP was issued for Route I, GRE did not deny it. Then GRE moved to amend it with a modification of Route I.” Knisley, “But, what I don’t understand is how it can be that they didn’t apply for a CUP for Route I, but yet you issued one for Route I.” Moegerle, “They amended their application to make it Route I.” Davis, “They requested to amend their application to make it Route I.”

Lawrence, “They gave no us all these routes that they were looking at. We had a stack of paperwork from GRE that showed us every route they decided on. They came to us and said, “You show us a route that will work for all three cities.” And we came up with Route I. They hadn’t applied for it, but it was a route that they had said would work for them. All those options in the book were things that were acceptable. Why would they give us something if they weren’t going to consider it? I had to consider everything in that book as a viable tool. They gave us a chance to do something that no city has done, to come up with a combined effort to have something that works for all of us. That is why it was approved for Route I. And according to the attorney when we denied Route A, it was recommended from the legal standpoint that we give them some access to the City. And it was also the attorney’s recommendation that we give them Route I with some modification.”

Knisley, “Can you tell me again why Route A was denied?” Lawrence, “Because it was the most evasive route through the City. When I drove the route with the City Administrator and it is not something I just looked and said I didn’t like.” Davis, “Of all the routes that were considered viable it had more impact on more residents than any other route. Either directly or indirectly. That is why the City chose to deny Route A. As a result of that, GRE entered into litigation, sued us over that. We were required to approve an alternate route. That is when we approved Route I. Before it went to court, they recommended voluntary mediation. After two meetings, GRE gave us an opportunity where they advised us they would accept a route compatible with Linwood, Athens and East Bethel. Meetings were held to see if they were interested. Route I-1 was the one that was most acceptable to all three of

those. Then GRE accepted Route I-1.”

DeRoche, “we are not going to re-litigate this. You have asked these questions over and over through numerous times of the same questions. A lot of people put in a lot of time at a lot of meetings. Whenever there was information, the public got it. It was discussed at meetings. It was going to go in somewhere. They wanted A, we wanted I. The courts recommended mediation, the three cities got together, because had East Bethel taken it on and maybe won, GRE could have walked over Linwood and Athens and done whatever they wanted because they are not cities. They kind of went on the skirts of East Bethel with this and recognized that GRE is going to go somewhere. No matter where it goes, there is going to be someone that is not a happy camper. Sometimes up here you have to make a decision. And, how much do you want to spend on it. You can only answer the question so many times. I have more than enough information at home if it ever had to be re-gone though. You keep asking the same questions and getting the same answers. Nothing was done on the sly; I didn’t make any money off it.”

Knisley “I am not accusing anybody of making any money. It is the idea of and I don’t know who went to Athens to make that deal to make the deal of paving of the roads and I know GRE purchased the lighting of another ball field for them. And I also know that GRE was going to be paving or Class V a trail if it was on Route A” Moegerle, “That wasn’t part of it. That was a desire of a Council Member. Brainstorming of possible solutions. But it is very clear when you poll the GRE Committee Members that this was never something that was on the table. That was a dream. It may have been discussed.”

DeRoche, “The parties that were involved, Jack was appointed and the city attorney was appointed to find out how we can come to an agreement. None of us Council Members can go out independently and do that. It is staff’s job. It is not that they went out and worked out these deals. It was a lot of running around and talking to people to find out what is it going to take from this City and what is it going to take from that. How can we come to an agreement here without letting it go to court and letting a judge throw a coin in the air who really had no interest in it at all and make a decision. It makes a lot more sense to come to an agreement with the two townships and the city and say, GRE is a big conglomerate. So let’s try and minimize this as much as we can with as little as impact. There is no way we were going to tell them, “No, you can’t put it in East Bethel.”

Lawrence, “This is the only time that we can have our save so on a 69kv route. Other issue was the Indian burial grounds on Typo Creek Drive; they wanted to stay away from that.” Knisley, “We went to the Linwood meeting and they asked why it wasn’t going down 85.” DeRoche, “When we Jack and I went to their meeting, they had all the information.” Davis, “As far as who made the deal, there was no deal made. I met with the Athens Town Board Supervisor and asked them if they were interested in the relocation of the 69kv route. He said they would be interested but they would ask one thing of East Bethel. That was they wanted a street paved and would we consider a non-annexation agreement. I told them the City Council could discuss this. We met with Linwood in a public meeting. Bob was with me. We presented this to them also. They said they had no objections to changing the route. What they wanted was to make sure that the route didn’t go down Typo Creek to the north. That was what they were getting out of it. Linwood had no ordinances to deal with this so they were at the mercy of whatever GRE wanted to do. This was done publically. There were a few closed session meetings, but those were listed in the agendas and minutes.”

Knisley, “When amended Route I was applied for or approved, GRE had the map of where

the lines were going, the pinch points, where the poles were going. But nobody can seem to find that for Route A. It would seem to me that if they were considering Route A they would have that figured out." Davis, "That was never done because they didn't go that far with Route A. It went to litigation and stopped an kind of design work on that. As you and I had some discussion on the impact on this." Knisley, "Route A was going on assumptions." Davis, "You could also make assumptions to show it would impact more people. We took a middle of the road approach in doing so."

Diane Jacobson, "First of all would like to know when is the City going to consider blacktopping Klondike? I know it is a MSA road, and I feel MSA funds should be applied to it. It was very evident when 22/65/74 was being worked on how much traffic was going down there. When is the City going to use MSA funds to blacktop it? Try traveling Klondike pulling a 60 foot camper. I would like an answer, when are we doing this?" Davis, "With the current schedule it would be at least five years. MSA funds are projected and spent out over the next five years." Jacobson, "On what." Davis, "Jackson, the next project will be the reconstruction of 183rd which is Longfellow Drive, Laurel and Lincoln. Those two projects will take all our MSA funds through 2015/2016."

Jacobson, "Are any of those property owners along those roads being assessed to help contribute towards the MSA funds?" Jacobson, "No, they are not." Davis, "No we are not." Jacobson, "Why not?" Davis, "As far as I know the City has never assessed MSA street projects." Jacobson, "Oh yes we have. And the reason they did that is to stretch the MSA dollars further. So I think you better go back in your records and see when that was started. And I think it is time to take that back up again." Davis, "The problem with assessment is that on Klondike there are very few property owners." Jacobson, "So?" Davis, "And, the cost for doing Klondike is about 1.5 million dollars. In some cases the assessments might exceed the value of the property and so by state law we cannot do that." Jacobson, "Years back we never charged the full assessment. It was always a portion of what the assessment would be. It was something that we felt would help stretch those MSA funds out. So that other projects could be done. I would like the City to consider that."

Jacobson, "And why do we keep redoing MSA roads over and over again? Jackson is one of them. Durant and Wild Rice Drive. And you are not re-charging these people anything for these MSA funds. Which I think is wrong. And, also I would like to know why was the project let out on Jackson Street in October?" Jochum, "The actual contract was let in early August. The utility company was the delay." Jacobson, "Now we are running into what used to be called the cold weather rule. Years ago we would never let a project start because a lot of the blacktop companies would be shutting down in October. That would have been a real mess out there on Jackson had we got a storm like we did on one Halloween. I don't think any of those residents would have been happy. I would like to know when everything was bypassed as far as cold weather rule."

Moegerle, "Where are we with the technology and materials with the cold weather rule? Has that adapted and changed?" Davis, "Historically the asphalt plants have been able to remain open here from the 1st of November until Thanksgiving. Also, the base is being put down now, but the wear course will not be put down until spring." Jacobson, "Once the contract was let, if the company you hired couldn't deliver, they should have been dropped." Lawrence, "I think it was more of an issue of the utilities getting them out of the way so they couldn't get the work done." Jacobson, "Are they going to get all the piles of dirt out of there before they freeze in there? Because you are going to have a snowplow come through there and hit those dirt piles and we are going to have a lot of repairs." Jochum, "They are

working on the restoration this week. They should be done. But, we aren't putting the wear course down until spring."

Jacobson, "What is happening with our traffic signals on 74 and 65?" Davis, "We have been in contact with county. They have claimed they have a delay in the cabinets and some of the signalization equipment. We are totally at the mercy of the county on that." Jacobson, "Maybe you can contact your new county commissioner." Davis, "We have been in contact with them on a weekly basis to find out the status." Lawrence, "Sometimes on a daily basis." Jacobson, "Why did the City pay for the new soil borings on Jackson Street? When I was on Council we paid an extra \$30,000 for soil borings because they found faulty soil. And when I was reading the paper the Council once again paid to have soil borings done once again on Jackson." Jochum, "I think what you read was for material testings." Jacobson, "That is not part of the original bid?" Jochum, "The City pays for that. It wouldn't matter if you had the contractor do it, the City would still pay the cost."

Jacobson, "Because instead of paying for that, maybe you could have paid to have our reader board done." DeRoche, "That is getting done." Lawrence, "We have approved a new one." Jacobson, "Because when you drive down 65 and you see that reader board there you think, 'Is this a City I really want to locate in?'" DeRoche "You know Diane, Jack just mentioned there is openings on the commissions. With all these ideas you have, maybe you want to get on one." Jacobson, "I already served 12 years with my ideas." DeRoche, "Well times have changed. It is more fun." Moegerle, "And part of what we agreed on, I am in favor of the reader board but I didn't vote for it because of something in there. But part of the contract is to renovate and remove the existing one, so that is why it has been standing there as an eyesore." Jacobson, "And as you repair it can someone mow around it?"

Jacobson, "Who designed the intersection on County 15 and 22. If you are coming from the west heading east and you turn on 15 heading north, you have to be a contortionist. First to take a left and then you have to go around a curve." Davis, "That is an Anoka County project and we had no input." Jacobson, "The city had influence on the pork chop there. So don't tell me the City doesn't have influence on that." Davis, "One of the design features was the skewed intersection there. We have a perpendicular intersection there now which is much safer. As far as pulling out on 22." Jacobson, "That is the only time it is safer. That is the most ridiculous corner we have." DeRoche, "How many meetings do you watch on TV?" Jacobson, "I watch none. But my husband watches every one of them." DeRoche, "So how many times have you heard us say up here, if you have an idea or a problem call the city?" Jacobson, "Because when that was done, it was done. It was already paved." DeRoche, "So were you on the Council?" Jacobson, "No." DeRoche, "When was that done, I have no idea?" Jacobson, "It was just done." DeRoche, "The county road was done."

Jacobson, "Also, I want to know why whenever we have these meetings; they have to be held in chambers here. I feel people would feel much more comfortable if it was held in the community center and I know you are going to say, 'Well we can't film it and we have no microphones.' We are given franchise fees from the cable company; can't that pay for it, or get a grant to put a filmer thing in the community center? Because I think people are getting tired of cramming into the hallways. Look what we have tonight, nothing. We are normally jam packed." Moegerle, "Isn't there also some issue with the senior center being paid for with CDBG funds. And that it is different from the City." Davis, "That does have some impact on the issue. We could put some things in there, the City just doesn't have the funds right now to do it." Jacobson, "You could apply for a grant." DeRoche, "We could have used you on the budget talks, in fact we are still talking."

Jacobson, "I got this anonymous letter and I don't know where it came from, but I would like to read it before the Council."

Diane, many of our East Bethel residents want to thank you for speaking up at the city meetings. Many things are handled so sneaky. My neighborhood encourages you to continue to speak up for what is right. We have tried to speak up, but the Mayor and the new Council doesn't care what anyone thinks. They laugh and say they have the power of vote. They don't even try to work with other Council Members. Why are so many employees leaving City Hall? I hear there are harassment lawsuits from employees that Council is keeping quiet. Have you ever asked? Has anyone ever questioned the City Administrator? I think that the last few employees that have left should have been interviewed to protect our City from these costs. Some jobs were eliminated to give others overtime at what rate per hour. We as a neighborhood would like to hear an explanation. Just in the last month was the resignation of the Building Official and camera operator. How many employees have left since the new Council? Maybe someone should ask on camera at a meeting.

Davis, "All the accusations are inaccurate. The camera man that left got a better job. The building officials left on their own accord, nobody has ever been pressured out of here. The city planner left for a better job. You can't hold people back and we encourage people if you can better yourself by all means do so." Jacobson, "I heard that the building official left because he did not have his degree. That the Council let him go." Moegerle, "No. He resigned; we have the letter of resignation." DeRoche, "And to me, if a person is going to write a letter, then why don't you come in person to ask those questions in person." Moegerle, "And sign the letter as well." DeRoche, "It is awful easy to make accusations and liable somebody without knowing the facts." Jacobson, "I know but I am just reading what was written to me."

It says the newly elected Mayor and Council Members said in their campaign that they were going to compare expenses and payroll costs. Has anyone every compared wages with the City of Ham Lake? Davis, "We have. But, we are not Ham Lake, it is apples and oranges."

Jacobson, "I know, when I sat on Council we had to remind the citizens we were not Ham Lake, not Bethel or Cambridge, or not Blaine, nor the City of Minneapolis." Lawrence, "We do check it to see where we are at." Davis, "We check everything. As I mentioned earlier here, we are down four staff members over what we were two years ago. But, the workload has not decreased. The workload has actually increased."

What is it costing us to have a person answer the phone? Shouldn't the Council minutes state the pay rates for hiring people? Not hide them? Other cities state wages in their minutes and meetings. DeRoche, "Are you talking about Council making more money and getting raises?" Jacobson, "No, I don't think that is what this person says." Davis, "Diane you know as well as anybody that is public information and it is not hidden. These are baseless accusations, unsubstantiated claims. I would just ask that person to appear before us and so we can answer them directly." Jacobson, "I don't know who it is. This is just signed "East Bethel Resident."

Davis, "Everything at the City is public information." DeRoche, "There was a flyer that came out at Booster Day that was signed East Bethel Resident making pretty much the same accusations." Jacobson, "Who was it?" Lawrence, "If you ask Jack what he makes, he will tell you and if you ask me what I make I will tell you." DeRoche, "I take home \$438 a

month and how many meetings did we have last year? About 45?"

Lorraine Bonin, "When you have a letter that isn't signed, you have no right to read it to the public." Jacobson, "It is signed East Bethel Resident." Bonin, "That is not a signature." Tom Ronning, "You could have written it yourself, there is no credibility in that whatsoever." Another resident said, "I am a resident and I didn't sign that." Jacobson, "I don't know where it came from; I was shocked when I got it. It is postmarked Saint Paul in June." Bonin, "And it should have stayed at your address and never come here. That was very poor taste on your part to have read that letter." Lawrence, "Let's check on this. A few years back we did a road resurfacing that took me by surprise. We did Palisade. Was that a MSA fund road? Davis, "That was done years ago. Way before my time." DeRoche, "Have we ever been, or are we involved in any harassment lawsuits with any employees?" Davis, "Absolutely not. And I am available to discuss any of these issues or if you want any information. It is all public. You will be furnished anything that is on record. If you desire to speak with me about any of these issues I am available at your convenience."

Randy Plaisance, "Thank you for taking the time to see us. My questing goes back to the Commissions. Thank you Jack for offering us to become involved. Recently I was at a Planning Commission meeting and was rather appalled by the actions of the people on the commission. We had some experience with people coming to the Commission looking for answers as to the viability of some property and whether or not it could be rezoned. My concern was that Planning Commission not only disregarded ¾ of the agenda that night that was submitted I am assuming by you, the Council. But, they also then continued to argue with Jack and Heidi who were sitting in the audience as to whose responsibility it was to do their jobs."

"My frustration is where is the responsibility on their part and how can we make sure they are fulfilling their obligations? You hate to bug people about this, because they are offering their time. But, on the other hand, as you all know we have three years to come up with a financial plan to support the sewer and water. And my concern is; it takes time to get these things through. If we are going to have this plan to go forward as a City in order to cover these cost and we can't even have a simple meeting where people can come to an agreement to give a simple answer. As a city, when you can't even answer one person questions about a ten acre lot how are we going to go forward? And have the investment in the City that we need to have if we can't even get this one Commission to agree to hear this one person thoughts? And this one person walked away angry and frustrated. And I don't understand why we continue to have to have this argument with the person standing up here waiting for an answer?"

DeRoche, "I did watch this, and for anyone in the audience that has an opportunity, watch the last planning commission meeting. I got so frustrated I walked away from it twice. I could not believe the disrespect and the way things went down. And the way they were pushing off responsibilities. Part of the issue was the comp plan. The comp plan was initially done in 2007, passed in 2008. With the sewer and water going through the way it is that plan has to change. Certain things have to happen to encourage development. It has to be enough to support the system or every person that is sitting here and on the other side of those cameras is going to be paying for this. They didn't feel it was their job to review the comp plan, they felt the City Council wasn't doing their job because it wasn't what they do. If someone isn't willing to do that, then maybe they are in the wrong situation. We might need to change zoning or ordinances might need to be tweaked here and there. Because if a developer comes in here, we need to be able to give them answers. I would recommend any

one out here, watch it. I don't think anyone gets an idea how much time these commission people put in. It is not just that you get a packet and show up at a meeting. If you are doing your job right, you get your packet, you do research. You drive around, Google it. You need to know what you are getting into, because you can't sit up here and look at a black and white piece of paper and know what is going on. We just had an election; it costs \$5, run."

Lawrence, "I know what you are saying. The Planning Commission is the first face that these people will be seeing. So it is crucial that they understand that. So when people come before them, they are getting a warm feeling that we actually want them to come here. We need to work with the Planning Commission so they understand what their job is. Sometimes the lines get skewed and they don't understand what we are asking them."

Moegerle, "I lived through that meeting; I was stunned by the Commission. While Richard says the Planning commission is the first face of East Bethel, the first face is staff. And then they meet the residents at Commission meetings and then the typical order is one of the gentlemen had come to Council and asked what the procedure is. Fighting over the agenda, which is set by staff. It is the Planning Commission, not Planning and Zoning. There are large issues in Planning that never is Planning going to make the decision for the Council. They are an advisory body to the Council and it is important to hear from that advisory board. And we make the decision; we carry the weight and responsibility for our votes. I was extremely disappointed on those issues. And, there are ordinances and a wide range of ideas and zoning issues that are going to come up that maybe haven't come up before. It is a new world in East Bethel and it has to be because of the infrastructure. If the Planning Commission can't get with it, we need them to get with it."

Moegerle, "I have heard people say, "Commissions serve at the pleasure of the Council." The last thing anybody wants to do is say you are a roadblock and you have not grown in the direction of these issues and of all different levels, we need you to serve on a different commission. We don't want to disinvite somebody to Planning. And that is not it, but we need to look at the broad picture and the big picture of the development corridor has to be filled and we have to work with people. I was appalled at the insulting things that were said to staff as if the agenda were something that somebody had said, humph, Planning has a light agenda so let's put this on there. That was extremely offensive. These things don't come up on a whim. They are very serious issues that have meaning for all of us. I hope there is a renewed commission that comes and gives it more thought and this is not just "East Bethel" and we are more than just dealing with a permit and whether you have dogs and cats and cows and those kinds of things. This is serious business and if we are going to get business, we need to get down to business."

Plaisance, "I have been to all of the commissions and looked them over, and I see a disconnect in cooperation between all the commissions. It seems to me we are all working towards the same thing. We are going to wind up with some times here, how are we going to get these people to work together, not only in the same commission, but across commissions. Like Planning and Economic Development, they are working on the same thing. So how can we get that cooperation to go throughout the City?" Moegerle, "I think that comes from the top down. I think that this Council has gradually settled down and with the new members of the Council there will be a fresh start. I think there is an opportunity for us to the standard of cooperation, of discussion of issues in detail. I think that is a part of it, we as a Council have to demonstrate that. We also have to confirm to the public and members of the commissions as they reapply, that it is a new day and there are bigger requirements for you. If you cannot serve and come to meetings prepared to discuss these

issues. And if you can't come to 80 or 90% of the meetings, then there is a different place you can serve East Bethel then perhaps a commission. We got a lot of work to do and we need people on the commissions that are willing to work and I think that message has to go out when we ask for people to fill the commissions."

Tom Ronning, "That was very gracious with allowing that anonymous letter. The fact of the matter is, all of us will find some soft spot in there, "Well that sounds right." Who hasn't read an editorial or letter to the editor that is signed by anonymous and something hits home and you get upset over it. If this was any legal proceeding, that letter would never have been considered for any reason. An anonymous letter has the same value as hearsay or rumor. And the reason it has that is because you have no opportunity to question the author about the accuracy of certain things or any of the details, what year was it, who, what, when, why stuff." Lawrence, "We have no record that the person lives in East Bethel, actually." Ronning, "Right, anonymous letters are hearsay or rumors, no more, no less."

Moegerle, "For all of you here, we have a new website coming. Theoretically, the roll-out date is Valentine's Day. We have sent it back to be redrawn. But these kind of questions that you are asking here today, there should be a module with it that you will be able to ask those questions and people can see the answer you will receive. You will also be able to report there is a pothole and a dead deer on the website. That will improve communication for those of you that are on the internet. Also the new reader board is very exciting."

DeRoche, "I went to quite a few of the Meet the Candidate nights and everyone talks about how the City doesn't communicate with the people but when there are four newsletters a year, we have cable TV., you can look up information on our website, I don't see how there isn't enough communication short of going door to door. Every single meeting, someone makes the statement if you have something to say, bring it to the Council. I haven't heard any complaints. I tell people, if you are having a problem, call Jack, call Nick, and call Colleen. Sometimes you just have to bring in the right people to do the right job. East Bethel is changing and it is not changing where it is going to develop throughout the whole City, but the 65 corridor has to develop. If it doesn't a lot of people are going to get real upset when they get their tax bill."

DeRoche, "Speaking of that, when you look at your taxes, look at the form and see what is really the City tax. City tax is 10%, County tax is between 10 and 15%, state tax is around 24% and school tax is about 23%. We have had numerous meetings up here and I have posed the question, how many of you have ever read the budget? Everyone says cut the budget, okay cut what? Do you want the roads not plowed? Do you want us to cut fire services or police services? What do you want to cut? Whoever has left this city, we haven't fired anybody. When they left, they left. Right now, our staff is pretty assertive, they have great ideas! I am not going to beg anyone to stay. There is water in the tower. Aggressive Hydraulics, it is going to be a great landmark to start from. People coming into town are going to look at it and say wow. Get involved."

Lawrence, "I am thankful for everyone showing up. We have had a wonderful exchanged, whether we agree or disagree. It is a nice relaxed forum where people can say what they want to say."

Moegerle, "We are on schedule to reduce to taxes about .97%."

Lawrence, "It has been a real privilege to be re-elected as your Mayor. Hope I can do the

job I have been doing. I have been doing a lot of things lately. A lot of it is people have questions about this and that. People will e-mail me and I will send them an e-mail back. I do always request if you e-mail me put your name on there at least. For being involved in the City, we talk about being as open as possible.”

Adjourn **Moegerle made a motion to adjourn at 9:00 p.m. DeRoche seconded; all in favor, motion carries.**

Attest:

Wendy Warren
Deputy City Clerk

DRAFT

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

RESOLUTION NO. 2013-01

**RESOLUTION DESIGNATING THE ANOKA COUNTY UNION AS THE OFFICIAL
NEWSPAPER FOR 2012**

WHEREAS, State Statute requires that the City publish its official notices in a newspaper that has general distribution throughout the City; and

WHEREAS, Minnesota State Statute requires the City to designate an official newspaper where legal notices will be published; and

WHEREAS, State Statute requires that the official newspaper have a publication at least weekly; and

WHEREAS, the Anoka County Union has requested designation as the official newspaper for the City as it meets the publication and circulation requirements.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the City Council hereby designates the Anoka County Union as the official newspaper for the City for 2013.

Adopted this 9th day of January, 2013 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Richard Lawrence, Mayor

ATTEST:

Jack Davis, City Administrator

Designation of an Official Newspaper for Public Notices in 2013

The ABC Newspapers (Anoka Union, Blaine/Spring Lake Park Life & Coon Rapids Herald) have been proud to serve our local communities and this region for the past 145 years. During this time we have stood as the pillar of information for the citizens in the area covering the governing bodies' meetings and reporting on the actions in our newspapers and websites. During this time we have also been the trusted source for disseminating local public notices for communities and other government activities.

It has been brought to our attention that a web-based "publication" has the intention of bidding to publish Public Notices for your local government municipality – the Anoka County Record. This entity, which is possibly unknown to you at this time, should be given a hard look before you would consider them as your "official publication" and their qualifications under the laws of the State of Minnesota governing official publications for Public Notices should be carefully examined.

The Anoka County Record's claim of being "*a new media newspaper*" is both arbitrary and not relevant to the law as it relates to Public Notices for your jurisdiction. (331A-02-a)

A store front address in the county does not instill confidence that they have met the "Known office of issue" criteria (331A.02-e). (They also have a mailing address different than their street address - which is puzzling as well. There doesn't appear to be a sign for their business at the listed address from their *Legal Newspaper Status Application*). In contrast, both our parent company, ECM Publishers, Inc. and the ABC Newspapers offices themselves are located within the Anoka County boundaries - the statute designated (331A.04, Subd2) choice for legal notice publication in Anoka County.

In addition, the Record's claim that "*The primary newspaper distribution method is online*" may very well not hold up to the requirement of "*circulation in the political subdivision which it purports to serve*" (331A.02-d).

They also state that distribution to *“libraries, county, city and township buildings are within reasonable distance of all residents”* – thus implying that they are expecting your residents to travel to these buildings to have access to viewing your Public Notices – this is definitely not a hoop that many of your citizens will want to (or should have to) jump through or is it legally addressed anywhere in *Chapter 331A Qualified Newspapers*.

The Anoka County Record’s subscription rate is listed at *\$50.00/year*, for 26 issues (since they “publish” only every other week). Besides being over twice as high priced per issue vs. an ABC Newspaper, they show “0” paid subscriptions on their paperwork submitted to other municipalities. This again suggests that you should carefully scrutinize the Record’s qualifications under 331A.02.

And while the Record has submitted a *Legal Newspaper Status Application* to the Secretary of State, this does not offer you, the governing body, any assurance as to the applicant’s qualifications to meet the statutes’ requirements of a legal newspaper. The Secretary of State’s office just acts as a filing agency that acknowledges the form was received – there is no verification of that publication’s compliance with the provisions of any sections within 331A.02. Indeed, 331A.02-j states: *“Acceptance of a filing fee does not constitute a guarantee by the state that any other qualification has been met”*. You will want make sure the exposure you risk with untested published legal notices are justified should any actions of the board or its use of Public Notices be called into question.

I would also like to point-out a few facts about our publications and company:

ABC Newspapers publish and distribute over 21,000 qualified legal newspapers every week in towns and cities throughout Anoka County. All our newspapers are audited for verified circulation. We are unwavering with our commitment to the highest standards and compliance as your qualified legal newspaper publisher.

With over 125 employees working in Anoka County, we estimate the economic impact of our workforce spending at more than \$250,000/year here in Anoka

County. We have 69 employees that live in Anoka County – many as your neighbors – that pay taxes and contribute to your local communities.

The property from which we operate the ABC Newspapers as well as the corporate offices for ECM Publishers, Inc. (ECM is the publisher of 51 newspapers throughout the state, with over 650,000 circulation each week) are located right here in Anoka County. We paid \$117,399.79 last year in county property taxes.

We cover your governmental meetings and events with information and publicity in your local papers every week – as we have done for over a century and will continue to do. Will the Record be doing this?

The ABC Newspaper website is one of the busiest websites in Anoka County as well. We see over 42,000 “unique visitors” a month come to our website in search of information of all types – including an archived Public Notice section that stores and displays your Public Notices to meet and exceed 331A.02-Subd.5.

And in making your decision, we urge you to also take the above considerations into account.

I look forward to continuing our relationship as it pertains to the publication of Public Notices for your needs. I would be happy to meet with you to discuss the value and assurances that ABC Newspapers offer through our Public Notice publication services.

Sincerely,

Tom Murray
General Manager
ABC Newspapers /ECM Publishers, Inc.
4101 Coon Rapids Blvd.
Coon Rapids MN 55433
763-712-3533
Cell – 612-741-7055

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

RESOLUTION NO. 2013-02

RESOLUTION SETTING CITY MEETING DATES FOR 2013

WHEREAS, the City Council meets on the 1st and 3rd Wednesdays of the month at 7:30 P.M.; and

WHEREAS, the Road Commission meets on the 2nd Tuesday of the month at 6:30 P.M.; and

WHEREAS, the Park Commission meets on the 2nd Wednesday of the month at 7:00 P.M.; and

WHEREAS, the Planning Commission meets on the 4th Tuesday of the month at 7:00 P.M.; and

WHEREAS, the EDA Commission meets on the 4th Wednesday of the month at 6:30 P.M.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the 2013 Meeting Schedule for regular and special City Council, Road Commission, Park Commission and Planning Commission meetings to be held at City Hall at 2241 221st Ave. NE is as follows:

City Council

January 9	July 3
January 23	July 17
February 6	August 7
February 20	August 21
March 6	September 4
March 20	September 18
April 3	October 2
April 17	October 16
May 1	November 6
May 15	November 20
June 5	December 4
June 19	December 18

Road Commission

January 8	July 9
February 12	August 13
March 12	September 10
April 9	October 8
May 14	November 12
June 11	December 10

Park Commission

January 16	July 10
February 13	August 14
March 13	September 11
April 10	October 9
May 8	November 13
June 12	December 11

Planning Commission

January 22	July 23
February 26	August 27
March 26	September 24
April 23	October 22
May 28	November 26
June 25	December 17 (4 th Tuesday is December 24)

EDA Commission

January 29	July 24
February 27	August 28
March 27	September 25
April 24	October 23
May 22	November 27
June 26	December 25 (Christmas Day) (No December Meeting)

Adopted this 9th day of January, 2013 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Richard Lawrence, Mayor

ATTEST:

Jack Davis, City Administrator

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

RESOLUTION NO. 2013-03

RESOLUTION DESIGNATING OFFICIAL BANK DEPOSITORIES FOR 2013

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the following entities are designated official depositories for the City of East Bethel for 2013.

- Peoples Bank of Commerce
- 4M Fund
- Village Bank
- Morgan Stanley Smith Barney

Adopted this 9th day of January, 2013 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Richard Lawrence, Mayor

ATTEST:

Jack Davis, City Administrator

**PAY ESTIMATE #10
CITY OF EAST BETHEL
Water Treatment Plant No. 1**

December 28, 2012

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

RE: Water Treatment Plant No. 1
Contractor: Municipal Builders, Inc.
Contract Amount: \$1,882,300.00
Award Date: January 4, 2012

Dear Honorable Mayor and Council Members:

The following work has been completed on the above-referenced project by Municipal Builders, Inc.

Bid Schedule "A" - Base Bid - Water Treatment Plant No. 1

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	GENERAL CONSTRUCTION ALLOWANCE	1	LUMP SUM	\$30,000.00	0.99	\$ 29,696.44
2	FURNISHINGS ALLOWANCE	1	LUMP SUM	\$5,000.00	0.42	\$ 2,081.00
3	COMPUTER ALLOWANCE	1	LUMP SUM	\$8,000.00	0.44	\$ 3,545.32
4 *	WATER TREATMENT PLANT NO. 1	1	LUMP SUM	\$1,307,124.20	1.00	\$ 1,307,124.20
5	GENERATOR SYSTEM	1	LUMP SUM	\$51,000.00	1	\$ 51,000.00
Total Bid Schedule "A" - Base Bid - Water Treatment Plant No. 1						\$ 1,393,446.96

Bid Schedule "B" - Base Bid - Removals and Earthwork

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
6	REMOVALS	1	LUMP SUM	\$9,230.00	1	\$ 9,230.00
7	COMMON EXCAVATION	12,563	CU YD	\$3.85	14,063	\$ 54,142.55
8	GRANULAR BORROW (LV)	822	CU YD	\$8.40	293.33	\$ 2,464.00
Total Bid Schedule "B" - Base Bid - Removals and Earthwork						\$ 65,836.55

Bid Schedule "C" - Base Bid - Sanitary Sewer

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
9	4" PVC PIPE SEWER SDR 35	245	LIN FT	\$14.00	241	\$ 3,374.00
10	8" PVC PIPE SEWER SDR 35	27	LIN FT	\$21.00	13	\$ 273.00
11	CONNECT TO EXISTING SANITARY SEWER	2	EACH	\$300.00	2	\$ 600.00
12	CASTING ASSEMBLY	1	EACH	\$337.00	1	\$ 337.00
13	CONSTRUCT SANITARY MANHOLE	1	EACH	\$1,686.00	1	\$ 1,686.00
14	CHIMNEY SEAL	1	EACH	\$261.00	1	\$ 261.00
Total Bid Schedule "C" - Base Bid - Sanitary Sewer						\$ 6,531.00

Bid Schedule "D" - Base Bid - Watermain

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
15	4" DUCTILE IRON PIPE SEWER CL 50	17	LIN FT	\$32.00	10	\$ 320.00
16	10" DUCTILE IRON PIPE SEWER CL 50	22	LIN FT	\$47.00	20	\$ 940.00
17	DUCTILE IRON FITTINGS	6,104	POUND	\$3.20	6,204	\$ 19,852.80
18	CONNECT TO EXISTING WATERMAIN	4	EACH	\$1,096.00	4	\$ 4,384.00
19	4" GATE VALVE AND BOX	1	EACH	\$974.00	1	\$ 974.00
20	6" GATE VALVE AND BOX	5	EACH	\$1,231.00	5	\$ 6,155.00

**PAY ESTIMATE #10
CITY OF EAST BETHEL
Water Treatment Plant No. 1**

Bid Schedule "D" - Base Bid - Watermain (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
21	8" GATE VALVE AND BOX	2	EACH	\$1,585.00	2	\$ 3,170.00
22	12" BUTTERFLY VALVE AND BOX	2	EACH	\$1,901.00	2	\$ 3,802.00
23	16" BUTTERFLY VALVE AND BOX	2	EACH	\$2,734.00	2	\$ 5,468.00
24	HYDRANT	5	EACH	\$3,002.00	5	\$ 15,010.00
25	6" PVC WATERMAIN	45	LIN FT	\$17.00	57	\$ 969.00
26	8" PVC WATERMAIN	1,078	LIN FT	\$19.00	1,088	\$ 20,672.00
27	12" PVC WATERMAIN	196	LIN FT	\$30.00	192	\$ 5,760.00
28	16" PVC WATERMAIN	453	LIN FT	\$43.00	466	\$ 20,038.00

Total Bid Schedule "D" - Base Bid - Watermain

\$ 107,514.80

Bid Schedule "E" - Base Bid - Pavements and Miscellaneous Construction

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
29	AGGREGATE BASE CLASS 5	1,288	TON	\$12.00	1,208.8	\$ 14,505.60
30	BITUMINOUS MATERIAL FOR TACK COAT	74	GALLON	\$2.50	74	\$ 185.00
31	TYPE SP 12.5 WEARING COURSE MIXTURE (3,B)	186	TON	\$88.25	171.09	\$ 15,098.69
32	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	186	TON	\$86.25	157.94	\$ 13,622.33
33	8X7 PRECAST CONCRETE BOX CULVERT END SECTION	1	EACH	\$7,850.00	1	\$ 7,850.00
34	18" RC PIPE APRON	2	EACH	\$772.00	2	\$ 1,544.00
35	18" RC PIPE CULVERT DESIGN 3006 CLASS III	48	LIN FT	\$29.00	48	\$ 1,392.00
36	RANDOM RIPRAP CLASS III	52.9	CU YD	\$65.00	56.62	\$ 3,680.30
37	GEOTEXTILE FILTER TYPE IV	158	SQ YD	\$2.00	158	\$ 316.00
38	4" CONCRETE WALK	585	SQ FT	\$5.00	585	\$ 2,925.00
39	CONCRETE CURB & GUTTER DESIGN B612	1,041	LIN FT	\$11.00	985	\$ 10,835.00
40	8" CONCRETE DRIVEWAY PAVEMENT	88	SQ YD	\$63.00	120.67	\$ 7,602.21
41	BOLLARD	16	EACH	\$150.00	16	\$ 2,400.00
42	PERMANENT BARRICADES	48	LIN FT	\$10.00	48	\$ 480.00
43	WIRE FENCE DESIGN 72-9322	231	LIN FT	\$14.50	231	\$ 3,349.50
44	VEHICULAR GATE - SINGLE	2	EACH	\$1,000.00	2	\$ 2,000.00
45	SIGN PANELS TYPE C	6.3	SQ FT	\$20.00	6.3	\$ 126.00
46	LANDSCAPING	1	LUMP SUM	\$3,200.00	1	\$ 3,200.00
47	SILT FENCE, TYPE MACHINE SLICED	1,806	LIN FT	\$2.00	1,543	\$ 3,086.00
48	STORM DRAIN INLET PROTECTION	1	EACH	\$75.00		\$ -
49	FILTER LOG TYPE STRAW BIOROLL	180	LIN FT	\$2.50		\$ -
50	EROSION CONTROL BLANKETS CATEGORY 3	1,683	SQ YD	\$1.55	3,800	\$ 5,890.00
51	TURF ESTABLISHMENT	6.6	ACRE	\$400.00	6.75	\$ 2,700.00
52	PAVEMENT MESSAGE (HANDICAPPED SMBOL) - EPOXY	1	EACH	\$265.00	1	\$ 265.00
53	4" SOLID LINE WHITE - EPOXY	154	LIN FT	\$12.50	154	\$ 1,925.00

Total Bid Schedule "E" - Base Bid - Pavements and Miscellaneous Construction

\$ 104,977.63

Bid Schedule "F" - Base Bid - Mobilization

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$42,000.00	1.00	\$ 42,000.00

Total Bid Schedule "F" - Base Bid - Mobilization

\$ 42,000.00

**PAY ESTIMATE #10
CITY OF EAST BETHEL
Water Treatment Plant No. 1**

Alternate No. 1 - Filter No. 2

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	CONSTRUCT FILTER NO. 2 AND ALL APPURTENANCES	1	LUMP SUM	\$145,000.00	1.00	\$ 145,000.00
Total Alternate No. 1 - Filter No. 2						\$ 145,000.00

*** Contract Price Includes Change Order No. 1**

Total Bid Schedule "A" - Water Treatment Plant No. 1	\$ 1,393,446.96
Total Bid Schedule "B" - Removals and Earthwork	\$ 65,836.55
Total Bid Schedule "C" - Sanitary Sewer	\$ 6,531.00
Total Bid Schedule "D" - Watermain	\$ 107,514.80
Total Bid Schedule "E" - Pavements and Miscellaneous Construction	\$ 104,977.63
Total Bid Schedule "F" - Mobilization	\$ 42,000.00
Total Alternate No. 1 - Filter No. 2	\$ 145,000.00
Total Work Completed to Date	\$ 1,865,306.94
Less 2.5% Retainage	\$ 46,632.67
Less Pay Estimate #1	\$ 42,845.00
Less Pay Estimate #2	\$ 290,272.79
Less Pay Estimate #3	\$ 185,579.51
Less Pay Estimate #4	\$ 531,361.48
Less Pay Estimate #5	\$ 165,952.29
Less Pay Estimate #6	\$ 284,630.85
Less Pay Estimate #7	\$ 149,612.57
Less Pay Estimate #8	\$ 87,588.96
Less Pay Estimate #9	\$ 29,021.48
WE RECOMMEND PAYMENT OF:	\$ 51,809.34

APPROVALS:

CONTRACTOR: MUNICIPAL BUILDERS, INC.

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

Signed: _____

Title: _____ Date _____

ENGINEER: HAKANSON ANDERSON

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

Signed: _____

Title: _____ Date _____

OWNER: CITY OF EAST BETHEL

Signed: _____

Title: _____ Date _____

**PAY ESTIMATE #6
CITY OF EAST BETHEL
Elevated Storage Tank Construction**

December 28, 2012

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

RE: Elevated Storage Tank Construction
Contractor: Caldwell Tank, Inc.
Contract Amount: \$1,072,000.00
Award Date: December 1, 2010

Dear Honorable Mayor and Council Members:

The following work has been completed on the above-referenced project by Caldwell Tank, Inc.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	Bonds & Insurance	1	LS	\$ 10,720.00	\$ 10,720.00	1.00	\$ 10,720.00
2	Engineering/Draft/Design-Foundation	1	LS	\$ 42,880.00	\$ 42,880.00	1.00	\$ 42,880.00
3	Engineering/Draft/Design-Tank	1	LS	\$ 64,320.00	\$ 64,320.00	1.00	\$ 64,320.00
4	Fabricated Material Delivery	1	LS	\$ 341,810.00	\$ 341,810.00	1.00	\$ 341,810.00
5	Foundation Construction & Piping	1	LS	\$ 108,000.00	\$ 108,000.00	1.00	\$ 108,000.00
6	Tank Construction	1	LS	\$ 295,960.00	\$ 295,960.00	1.00	\$ 295,960.00
7	Field Painting	1	LS	\$ 123,900.00	\$ 123,900.00	1.00	\$ 123,900.00
8	Electrical Installation	1	LS	\$ 49,410.00	\$ 49,410.00	1.00	\$ 49,410.00
9	General Construction & Allowance	1	LS	\$ 35,000.00	\$ 35,000.00	0.29	\$ 10,217.86

Total Work Completed to Date	<u>\$ 1,047,217.86</u>
Less 5% Retainage	<u>\$ 52,360.89</u>
Less Pay Estimate #1	<u>\$ 801,317.40</u>
Less Pay Estimate #2	<u>\$ 14,058.10</u>
Less Pay Estimate #3	<u>\$ 80,329.97</u>
Less Pay Estimate #4	<u>\$ 41,196.75</u>
Less Pay Estimate #5	<u>\$ 23,469.75</u>
WE RECOMMEND PAYMENT OF:	<u>\$ 34,485.00</u>

APPROVALS:

CONTRACTOR: CALDWELL

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

Signed: _____

Title: _____ Date _____

ENGINEER: HAKANSON ANDERSON

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

Signed: _____

Title: _____ Date _____

OWNER: CITY OF EAST BETHEL

Signed: _____

Title: _____ Date _____

**PAY ESTIMATE #3
CITY OF EAST BETHEL
Coon Lake Beach and Miscellaneous Overlay Projects**

January 3, 2013

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

RE: Coon Lake Beach and Miscellaneous Overlay Projects
Contractor: North Valley, Inc.
Contract Amount: \$736,889.72
Award Date: July 31, 2012

Dear Honorable Mayor and Council Members:

The following work has been completed on the above-referenced project by North Valley, Inc.

Base Bid - Coon Lake Beach

ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	2021.501	MOBILIZATION	1	LUMP SUM	\$21,111.23	1.00	\$ 21,111.23
2	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	545	LIN FT	\$4.17	639	\$ 2,664.63
3	2104.601	HAUL SALVAGED MATERIAL (EV)	200	CU YD	\$24.73	200	\$ 4,946.00
4	2105.525	TOPSOIL BORROW (LV)	500	CU YD	\$32.48	616	\$ 20,007.68
5	2105.607	HAUL & DISPOSE EXCESS MATERIAL (EV)	130	CU YD	\$24.73	330	\$ 8,160.90
6	2112.603	SUBGRADE PREPARATION	5,630	LIN FT	\$3.56	5,460	\$ 19,437.60
7	2211.501	AGGREGATE BASE CLASS 5	100	TON	\$26.84	55	\$ 1,476.20
8	2232.501	MILL BITUMINOUS SURFACE (2")	1,401	SQ YD	\$6.57	1,200	\$ 7,884.00
9	2331.604	BITUMINOUS PAVEMENT RECLAMATION	12,511	SQ YD	\$1.29	12,135	\$ 15,654.15
10	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	3,022	GALLON	\$3.09	3,065	\$ 9,470.85
11	2360.501	TYPE SP 4.75 WEARING COURSE MIXTURE (2,B)	73	TON	\$86.93		\$ -
12	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	253	TON	\$78.92	188	\$ 14,836.96
13	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) - DRIVEWAYS	211	TON	\$213.60	314.3	\$ 67,134.48
14	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	6,789	TON	\$60.83	6,782	\$ 412,549.06
15	2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	380	TON	\$68.58	219	\$ 15,019.02
16	2411.507	CONCRETE FLUME	2	EACH	\$1,055.56	2	\$ 2,111.12
17	2501.511	15" CS PIPE CULVERT	40	LIN FT	\$33.56	80	\$ 2,684.80
18	2501.515	15" GS PIPE APRON	2	EACH	\$341.03	3	\$ 1,023.09
19	2506.522	ADJUST FRAME & RING CASTING	1	EACH	\$866.10	1	\$ 866.10
20	2511.501	RANDOM RIPRAP CLASS II	4	CU YD	\$303.14	4	\$ 1,212.56
21	2531.501	CONCRETE CURB & GUTTER DESIGN D412	20	LIN FT	\$37.89	18	\$ 682.02
22	2531.507	4" CONCRETE DRIVEWAY PAVEMENT	532	SQ YD	\$51.42	289	\$ 14,860.38
23	2535.501	BITUMINOUS CURB	1,035	LIN FT	\$6.33	1,151	\$ 7,285.83
24	2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$3,193.75	1.00	\$ 3,193.75
25	2573.502	SILT FENCE, TYPE MACHINE SLICED	500	LIN FT	\$2.17		\$ -
26	2575.502	SEED MIXTURE 270	288	POUND	\$4.33	540	\$ 2,338.20
27	2575.511	MULCH MATERIAL TYPE 1	2	TON	\$324.79		\$ -
28	2575.523	EROSION CONTROL BLANKETS CATEGORY 6 (WOOD FIBER 3S)	63	SQ YD	\$6.50	360	\$ 2,340.00
29	2575.532	FERTILIZER TYPE 1	600	POUND	\$1.08	700	\$ 756.00
30	2575.560	HYDRAULIC SOIL STABILIZER TYPE 5	900	POUND	\$1.35	5,800	\$ 7,830.00
31	2582.502	4" SOLID LINE WHITE - EPOXY	935	LIN FT	\$1.46	1,003	\$ 1,464.38
32	2582.502	4" DOUBLE SOLID LINE YELLOW - EPOXY	420	LIN FT	\$2.99	475	\$ 1,420.25
Total Base Bid - Coon Lake Beach							\$ 670,421.24

Alternate Bid No. 1 - 187th Lane Overlay

ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	2021.501	MOBILIZATION	1	LUMP SUM	\$1,190.89	1	\$ 1,190.89
2	2105.525	TOPSOIL BORROW (LV)	4	CU YD	\$54.13		\$ -
3	2232.501	MILL BITUMINOUS SURFACE (2")	583	SQ YD	\$4.72	250	\$ 1,180.00
4	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	117	GALLON	\$3.09	120	\$ 370.80
5	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	282	TON	\$62.77	220	\$ 13,809.40
6	2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$433.05	1	\$ 433.05
Total Alternate Bid No. 1 - 187th Lane Overlay							\$ 16,984.14

**PAY ESTIMATE #3
CITY OF EAST BETHEL
Coon Lake Beach and Miscellaneous Overlay Projects**

Alternate Bid No. 2 - 245th Avenue Reclaim and Paving

ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	2021.501	MOBILIZATION	1	LUMP SUM	\$1,461.96	1	\$ 1,461.96
2	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	110	LIN FT	\$4.17	88	\$ 366.96
3	2105.525	TOPSOIL BORROW (LV)	11	CU YD	\$54.15		\$ -
4	2112.603	SUBGRADE PREPARATION	320	LIN FT	\$9.83	320	\$ 3,145.60
5	2232.501	MILL BITUMINOUS SURFACE (2")	26	SQ YD	\$21.66	22	\$ 476.52
6	2331.604	BITUMINOUS PAVEMENT RECLAMATION	1,171	SQ YD	\$1.87	1,171	\$ 2,189.77
7	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	65	GALLON	\$3.09	60	\$ 185.40
8	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	118	TON	\$75.08	133	\$ 9,985.64
9	2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	118	TON	\$72.82	150	\$ 10,923.00
10	2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$433.17	1	\$ 433.17

Total Alternate Bid No. 2 - 245th Avenue Reclaim and Paving

\$ 29,168.02

Alternate Bid No. 3 - Drainage Improvements

ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	2502.541	8" PERF PE PIPE DRAIN	945	LIN FT	\$12.09	380	\$ 4,594.20
2	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48 - 4020	4	EACH	\$2,187.52	4	\$ 8,750.08

Total Alternate Bid No. 3 - Drainage Improvements

\$ 13,344.28

Total Base Bid - Coon Lake Beach	\$ 670,421.24
Total Alternate Bid No. 1 - 187th Lane Overlay	\$ 16,984.14
Total Alternate Bid No. 2 - 245th Avenue Reclaim and Paving	\$ 29,168.02
Total Alternate Bid No. 3 - Drainage Improvements	\$ 13,344.28
Total Work Completed to Date	\$ 729,917.68
Less Retainage:	\$ 34,500.00
Less Pay Estimate #1:	\$ 287,011.69
Less Pay Estimate #2:	\$ 295,990.90
WE RECOMMEND PAYMENT OF:	\$ 112,415.09

APPROVALS:

CONTRACTOR: NORTH VALLEY, INC.

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

Signed: _____

Title: _____ Date _____

ENGINEER: HAKANSON ANDERSON

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

Signed: _____

Title: _____ Date _____

OWNER: CITY OF EAST BETHEL

Signed: _____

Title: _____ Date _____

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

RESOLUTION NO. 2013-04

**RESOLUTION SETTING THE DATE FOR THE MEETING OF THE LOCAL BOARD
OF APPEAL AND EQUALIZATION**

WHEREAS, the integrity of an ad valorem system rests upon an equitable and reliable process for establishing values and a formal mechanism for taxpayers to engage in an appeals process if they disagree with values established; and

WHEREAS, the Local Board of Appeal and Equalization provides a forum for taxpayers who do not concur with the City Assessor as to the valuation of their property; and

WHEREAS, Anoka County has established April 15 through May 10, 2013 as the time-frame in which the Local Board of Appeal and Equalization must meet.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the 2013 Local Board of Appeal and Equalization meeting for the City of East Bethel is hereby scheduled for 6:30 p.m. on Wednesday, April 17, 2013.

Adopted this 9th day of January, 2013 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Richard Lawrence, Mayor

ATTEST:

Jack Davis, City Administrator



City of East Bethel City Council Agenda Information

Date:

January 9, 2013

Agenda Item Number:

Item 7.0 C.1

Agenda Item:

Park Commission Meeting Minutes for December 12, 2012

Requested Action:

Information Only

Background Information:

Information Only. These minutes are in draft form. They have not been approved by the Park Commission.

Fiscal Impact:

None

Recommendation(s):

Information Only

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required: X

EAST BETHEL PARK COMMISSION MEETING

December 12, 2012

The East Bethel Parks Commission met on December 12, 2012 at 7:05 P.M at the East Bethel City Hall for their regular monthly meeting.

MEMBERS PRESENT: Kenneth Langmade Sue Jefferson Bonnie Harvey Tim Hoffman
Denise Lachinski Stacy Voelker

MEMBERS EXCUSED:

ALSO PRESENT: Nate Ayshford, Public Works Manager

Adopt Agenda **Hoffman motioned to adopt the agenda as submitted. Lachinski seconded; all in favor, motion carries unanimously.**

Approve – September 12, 2012 Meeting Minutes **Hoffman made a motion to approve the October 10, 2012 minutes with the one change. Voelker seconded; all in favor, motion carries unanimously.**

Parks Financial Information – Parks Capital Funds Summary
Ayshford stated the operations budget is in pretty good shape. There is a balance of \$68,000, but a good chunk will come off for wages and overtime. We will also be purchasing some fertilizer. We still have \$26,000 in park acquisition. Parks capital fund, we just received transfer so the balance \$76,000. We have about \$20,000 in outstanding invoices. We will have some monies carrying over.

Park trails fund is basically the same; the balance is about \$140,000 and that will carryover. There were some changes to the general fund transfer that we will go over in agenda number 8. It will have an effect on us for next year.

Hoffman motioned to accept the financial reports as presented. Lachinski seconded; all in favor, motion carries unanimously.

MN DNR ATV Training Class Request for Booster West
Bob Jacobson has approached staff with a request to use the SE corner of Booster West (the area used for tractor pulls during Booster Day) for the field portion of the DNR certified ATV safety training program provided to riders 11-15 years old. The request would be for two Saturdays annually, one spring and one fall. Participants provide their own ATV's and must navigate a set course while keeping their machines under control and at minimum speeds.

The field portion of the course lasts 1-2.5 hours and would not take place early in the morning. Participants must first complete the classroom portion of the class before they can operate the machines.

There is a diagram showing the size and layout of the proposed training course attached with the packet.

Staff recommends approval of the request provided the operation of the ATV's remains within the City's noise ordinance and the requesting group provides proof of insurance for all participants. Staff also requests that disturbance to the turf be kept to a minimum and the users make every effort to restore any disturbances to the condition the field was in prior to use.

Bob Jacobson is here to answer questions. He has also brought a copy of their liability insurance too. Lachinski asked if there is a waiver for the kids to sign off on it. Jacobson said no, but the DNR insurance covers everything, the place we have the training at and everything else. Harvey asked if there was a charge. Jacobson said yes, \$15.00. We use to use Gander Mountain in Forest Lake, but they no longer have that site to available to use. Hoffman said they aren't doing a classroom portion in Gander any more. Jacobson said they took up their classroom out. We are looking for a place to move it to. Maybe the Senior Center might be an option if the field course gets approved.

It was asked how many kids are trained at a time. Jacobson said we wouldn't train over 25 kids at a time. Harvey asked if there is a date set. Jacobson said the middle of May and the middle of August. Harvey asked if there is a conflict with sports. Ayshford said it shouldn't be an issue. Hoffman agreed. Jacobson said there would be people coming in with trailers. The kids are not allowed to drive anywhere but on the course. The parents have to take their ATV back to the vehicle. Jefferson asked if the training could be on a parking lot. Jacobson said it is not safe on the parking lot, they want turf. Ayshford said the training area is 50x35, about the size of about ½ a football field. They will bring in all their obstacles.

Harvey motioned to approve the requests, but asked that the ball organizations be aware of it. Hoffman seconded.

The organization will make sure there is proper notification of the date. Jacobson said the date would be decided at their next meeting. Hoffman asked if they would be paying fees. Ayshford suggested possibly doing it on a Sunday if a ball tournament is scheduled that weekend.

Voelker asked about clean up, will they clean up a garbage, and etc. Jacobson said they would clean it up, if they have anything. It was asked if the City would do any neighborhood awareness. Ayshford said they would notify the two houses near there. Jacobson said the ATV decibels are less than the noise limit in City. Ayshford asked how fast they would be going. Jacobson said they would be less than 5mph. They have to go around corners, back up, and learn to lean on the machines.

All in favor, motion carries.

Ayshford asked him to let him know the date. Ayshford said he would let Jacobson know when it would be on the City Council agenda. Harvey requested Ayshford let the Commission know when the training would be. Lachinski recommended it should be put in the newsletter.

**City Park
Signs**

From discussions at previous Park Commission meetings and the parks tour, commission members and staff have noted a lack of signs with the park name for each park on the site. Staff is seeking input for developing sign standards for the park name signs. Items that could be discussed include but are not limited to:

- 1) Sign materials
- 2) Size

- 3) Colors
- 4) Uniform sign template or each sign designed uniquely

Two Eagle Scout candidates have built park signs at John E. Anderson Memorial Park and Maynard Peterson Memorial Park. Attachment 6.1 shows the completed signs. Also attached is the East Bethel Park and Recreation design that has been incorporated in the Booster Park signs that could be used as a template for a citywide placard on each park sign.

Staff recommends developing a standard for park name signs

Ayshford said the one at John Anderson is lighter and it stands out a little more. Lachinski said won't the cedar fade. Ayshford said the one at John Anderson has been stained. We also talked about designing a badge to put on there. We took a cut out of the Booster Park signs as a possible example, either on a round or square template, aluminum to attach to the sign. Something to tie them all together. Langmade asked if could it be put at the top of the Maynard Peterson sign. Ayshford said yes, that would work and look sharp.

We have also received the adopt-a-park signs. Lachinski said five parks have been adopted so far. Harvey wondered how we are doing that. Is there an application? Ayshford said yes, you could get the application from him. He will mail Harvey one. She is hoping to adopt either Maynard Peterson and/or the Community Center playground. She is willing to take one.

So for the other parks, we can go with this same general design. Jefferson likes the second one. The logo would look nice on top. Ayshford said the one on the top the letters are twice as big. Ayshford said the larger letters might be nice on busy roads. This is a great project for Eagle Scouts. Lachinski said this makes it easier for the boy scouts.

Hoffman wondered if there should be a set standard. Harvey said originally we were spearheaded in that direction. Ayshford said a few already have signs in them. As we replace them and keep them consistent. Hoffman said it would be nice to see a standard that captures what these kids did here. We can write it loosely so they have some free reign. He thinks we should have some standard. Jefferson recommended he make a motion.

Hoffman asked if Ayshford could put together a standard. He really likes the look of both signs. The kids put a lot of work into them. Ayshford said for material do we want cedar boards. Hoffman said some might want to use treated. Using some other type of wood might look goofy. Ayshford said cedar does keep a color to it over time and is low maintenance. Hoffman said maybe we should put in a minimum size board for the letters and also leave some room for a logo.

Voelker asked what symbol is on the adopt-a-park signs. Ayshford said it is the city logo. Voelker asked if Booster is the only park that has a Park and Recreation Sign. Ayshford said yes. Hoffman said he would like a park and recreation sign on the parks signs. Voelker said if you wanted to use the City logo and use parks and recreation around it. Langmade asked if there was any thought of putting a sign over at Whispering Aspen. Ayshford said yes, that has been discussed. The community center would fall under the parks budget. There are quite a few parks that could use signs. We have a local gentleman that did the John Anderson Park. There are a couple of sign shops that can reproduce that sign.

Ayshford will bring back a written sign standard for the commission to review at the January meeting. We will set standards for the letters and sign material.

Anoka
County
Regional
Trail
Concept

On October 3, 2012, staff and city representatives from East Bethel, Columbus, Ramsey, and Linwood met with representatives from Anoka County Parks, Metropolitan Council, Cedar Creek Ecosystem Science Reserve, and the DNR to discuss the idea and concept of a regional trail through east-central and northern Anoka County. The trail concept included portions of paved off-road trails included in the East Anoka County Park Regional Trail Plan and would connect Bunker Hills Regional Park in the south to Martin-Island-Linwood Park in the north. Connections to this regional trail could be made to Cedar Creek Natural History Area, Sandhill Crane Natural Area, Booster Park, Coon Lake County Park, and Carlos Avery via additional spur trails.

The goal is to develop a plan to provide guidance for a joint effort in developing these connections. By collaborating with all of the stakeholders, the group is more likely to secure funding from grants and other loan programs. With a master concept in place, local units of government can begin the possibility of planning the development of trail sections as funding becomes available. Also, by having a master concept in place, trail sections can be incorporated in county highway reconstruction projects.

This trail follows Bunker to Lexington. Ayshford asked if everyone has a copy of the Comp Plan. Voelker and Lachinski do not have them.

Ayshford was focusing on the dotted trail, that runs past Booster Park and it connects between Lake George and Martin/Linwood Lakes. What are the sections that we can focus on for the City? Lachinski asked if the money in our trail budget could be used for this. Ayshford said it could be used for any trail. We do have a pretty good line on Durant St, Wild Rice Drive, and East Bethel Blvd. The Anoka County Regional Trails are paved off road, separated trails. He thinks it will be a while before we will see it up here.

Langmade asked if everyone seen the article on Fridley on their trails.

Ayshford said one of the other options for trail funding is the trail that heads toward Chisago County. If there is a way to tie into the regional trail along Hwy 61, there is a lot of funding for those trails. Ayshford said that would be a great way to get funding for this project.

Harvey said originally when we did this, we talked about a Columbus trail that goes from Bryant Lane along the backside of Coon Lake; there is a trail that comes out by the stop sign. She isn't seeing anything on these maps. There is another existing road that goes from Lexington you keep going straight down to the lake. There is an old logging trail that is a platted roadway. There was talk about connecting to the Columbus trail and going on the platted road on down to the lake. Ayshford said there are quite a few roads that were platted in Coon Lake Beach, but aren't used at this time. Harvey said this trail would come out by EJs on Viking Blvd. Ayshford said if we have this plan in place we could show what the long-term plan is. Harvey stated there has been plans to straighten out the curves on Lexington, and then put a trail in the area. The land is there without having to be acquired. How to be able to go from Coon Lake to EJs. The hand drawn map does show that plan on it.

Ayshford asked if there were any other segments that stood out. Jefferson said they would want us to look at the Sandhill Crane area. Ayshford said this is just a discussion item. Hoffman said he got the impression that we are 15 to 20 years away on this stuff.

Ayshford said that one possible trail segment he noticed was at John Anderson park. There is a right of way already in that area. The Sand Hill Crane area they do want to get it going as well. At the October SCNA meeting, the State of MN stated that they wanted to clear-cut the trust lands they own in that area. They would sell all the timber off. We sent a letter to the DNR recommending that they don't take that action. Anoka County also sent a letter and so did the MPCA. Lachinski wanted to know if Cedar Creek should be involved. Ayshford said the ecological survey showed it is one of the highest rating they could get for native ecological communities. The DNR said they have never seen an area get that rating in the metro area. Hoffman asked if the area by John Anderson would be bituminous. Ayshford said it would be

nice to go bituminous to get to the other neighborhood, between those two areas. We do have a right away in that cul-de-sac. Hoffman wanted to know if we could use some of our current funds to do that. Ayshford said yes, that is what he was look at it.

Jefferson said we have talked about that area a lot in the past. But we couldn't get even a picnic table there. Hoffman said it would be nice to get something completed. Jefferson said is this one where the guy wanted to have the motor. Jefferson wanted to know what Ayshford wanted to know if there is action needed. Ayshford said no, just for information.

Ayshford said it goes between two properties there, they would be the biggest people impacted there. The majority would be residential street use.

Jefferson said we wanted to get something back there because of all the drug trafficking. Just to have access so more people would use the park and be more visible. Hoffman said we could just go between those two properties. Ayshford said there is a road going through the park right now that we use. Ayshford asked if it is that something they want to pursue. Hoffman said that would be great. The one on Bataan he would love to see, but it probably won't happen in his lifetime. We need to get something started somewhere. Ayshford said we have \$150,000 in that budget. Hoffman asked if there are any other short chunks we could identify. Maybe off of Northern Boundaries. Ayshford said also off Eagle Ridge, a natural area, there is a 40-acre parcel between those two. That is a pretty nice area. Especially in the fall. There is a lot of poison sumac in the wetlands though. Harvey said a few years there was an oil run off in that area. Hoffman and Jefferson don't remember that. The water table was high when she saw that. Ayshford said there are a few old cars parked in yards of the houses around here.

Ayshford suggested maybe having some of the meetings at the parks and Whispering Aspen Community Center in the coming year.

2013-2017
Parks CIP
Amendments

At the December 5th East Bethel City Council Meeting, the City Council passed the 2013 City Budget. The budget reduces the overall tax levy amount by .97%. Part of that reduction is reflected in the 2013 Parks Capital Fund and 2013 Trails Capital Fund. The Parks Capital Fund was reduced 25% from \$100,000 to \$75,000 and the Trails Capital Fund was reduced from \$5,000 to \$0.

The previously approved capital improvement projects for 2013 will need to be amended to remain within the general fund transfer amount. Some options to consider include:

- 1) Delaying one or more projects
- 2) Scaling back the scope of the projects
- 3) Seeking additional funding from outside sources

Recommend amendments to 2013 Park Capital Fund that reflects a 25% reduction in funding.

Ayshford said we had three projects approved – Whispering Aspen, Roof Community Center, and Playground in Whispering Oaks. So somewhere off of there we may have to trim off \$25,000 and but we will have a carryover of \$50,000. This may not be an issue for 2013, but in the future it could be. 2014 we will propose \$100,000 and hope that it gets reinstated. Harvey said we have had it at \$100,000 for a long time. Harvey said there isn't a whole lot of fat here to trim. Lachinski said we have talked to the associations about our development of the parks. Hoffman said we would drain the fund with all 2013 allocations. Hoffman said the Community Center roof needs to be done and we have the money to do that in 2013. Ayshford said that regulation baseball field is planned for 2014 and the costs are really up in the air. We don't know what it will cost. Lachinski asked if there is grant money? Hoffman said the MN Twins

provide grant money. Ayshford said that SAA was looking for a place to put money into baseball fields. Hoffman said there is other grant money too. Lachinski said with the focus on children obesity, large businesses might be interested in providing funding. Lachinski said the Twins built a field in Athens Township a few years ago. Jefferson asked if there was anyone on staff that could apply for a grant. Ayshford said yes, possibly. Lachinski said she knows someone who writes grants. Ayshford said he has done grants before. As long as we can show a need, and a plan, we might be eligible. It was pointed out a lot of grants are matching grants. Jefferson said there was a company that came out, Bonestroo, and worked with the City, and they were hoping they would have told them how to get grants but received no concrete help on the matter.

Hoffman said we are pretty good for 2013. 2014 and beyond are unknown. We could look at alternative funding. Jefferson said the 2014 items aren't required. Hoffman said the playground equipment at Whispering Aspen is really needed. Langmade said the community center would get more use if there were equipment there. The boy scouts and cub scouts are using it quite a bit. Lachinski said if we get the word out, people would start using it.

There are two different funds, the Park Acquisition and Development Fund, which has \$26,000 in the fund. There are funds received for any development.

The funding analysis shows a carryover balance for 2013. We might have to scale bit a little bit on our plans for 2013.

At Whispering Oaks, the main the climber piece of equipment is all in sand and it is full of sandburs. The swing set is an older piece. This is a high use park.

Lachinski clarified, we keep the monies we have and they can't take it away. Ayshford said the fund transfer has been approved.

This item will be discussed more at future meetings.

**Council
Report and
Other
Business**

Staff and the Parks Commission will begin discussions on the future direction of the City's Parks and projects with the City Council liaison, Steve Voss. The purpose of this discussion will be to formulate goals and objectives for the park development program and to update the commission on issues currently before the City Council.

Steve wanted to thank everyone for their hard work. He voted to against the parks motion and also voted against the budget. He appreciates all the hard work.

Viking Boulevard reconstruction will begin starting in January. The new reader board will be coming in 2013. Where the current billboard is, there will be an electronic billboard sign. Jefferson asked who decides what goes on the sign. Usually the City Clerk decides what will be placed on there. It is usually community information, school district information, and other nonprofit messages. Before public works employees had to go change the letters manually each day.

January meeting date will being changed to January 16, due to Council meetings.

Lachinski might have found someone to put the doors and windows into the School House,

Brian Bezanson. Ayshford said Brian Mundle Sr might also help it.

We have a new City Planner/Community Development Director, Colleen Winter. She is a new member of our staff. She is going to help out with some of the comprehensive plan; she might be able to help out us out with some trail grants too. If we get going on this, we might have her at a couple of meetings to go over some of these things with us.

Adjourn **Harvey motioned to adjourn the December 12, 2012 meeting at 8:15 p.m. Hoffman Lachinski seconded; all in favor, motion carries unanimously.**



City of East Bethel City Council Agenda Information

Date:

January 9, 2013

Agenda Item Number:

Item 7.0 C.2

Agenda Item:

MN DNR ATV Training Class Request for Booster West Park

Requested Action:

Consider approving request for use of Booster West for youth DNR ATV safety class

Background Information:

Bob Jacobson has approached staff with a request to use the SE corner of Booster West (the area used for tractor pulls during Booster Day) for the field portion of the DNR certified ATV safety training program provided to riders 11-16 years old and those required to possess an ATV safety card. The request would be for two Saturdays annually, one in the Spring and one in the Fall. Participants provide their own ATV's and must navigate a set course while keeping their machines under control and at minimum speeds.

The field portion of the course lasts 1-2 hours and would not take place early in the morning. Participants must first complete the classroom portion of the class before they can operate the machines.

Attachment 1 is a diagram showing the size and layout of the proposed training course. Obstacles used for the course will be brought and removed by the training staff.

Attachment(s):

- 1) Diagram of training course
- 2) Copy of insurance certificate

Fiscal Impact:

None

Recommendation(s):

The Park Commission has reviewed the request and unanimously recommends approval to the City Council. Staff also recommends approval of the request provided the operation of the ATV's remains within the City's noise ordinance, disturbance to the turf be kept to a minimum, and the users make every effort to restore any disturbances to the condition the field was in prior to use.

City Council Action

Motion by: _____

Second by: _____

Vote Yes:_____

Vote No:_____

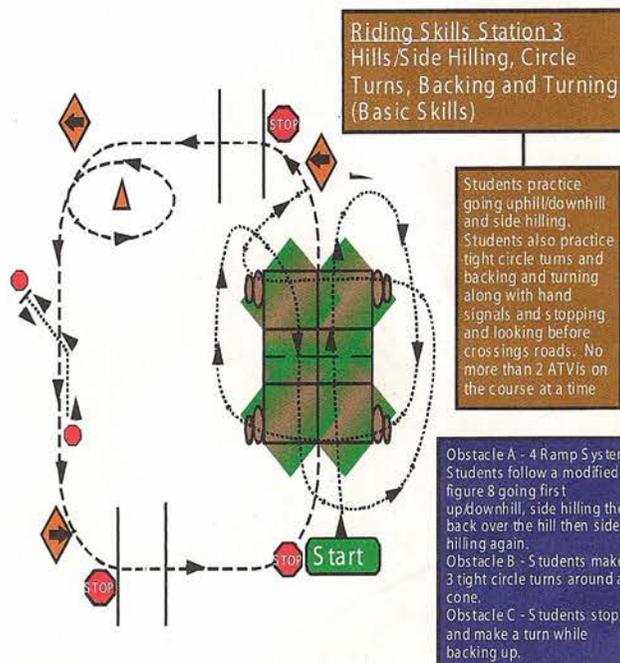
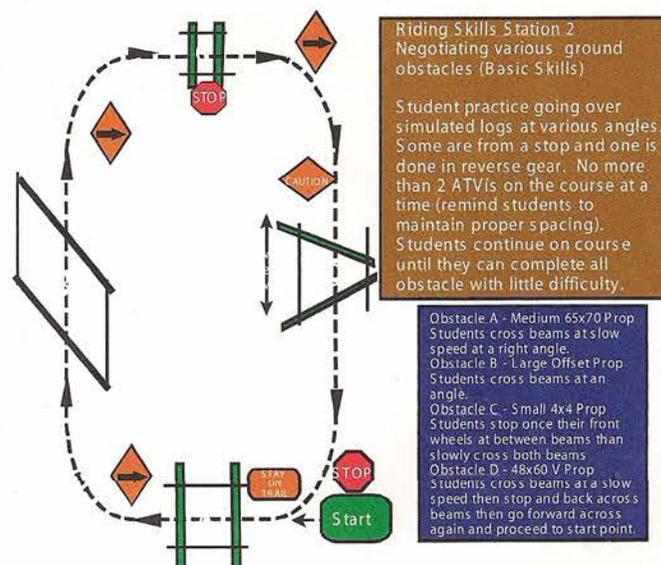
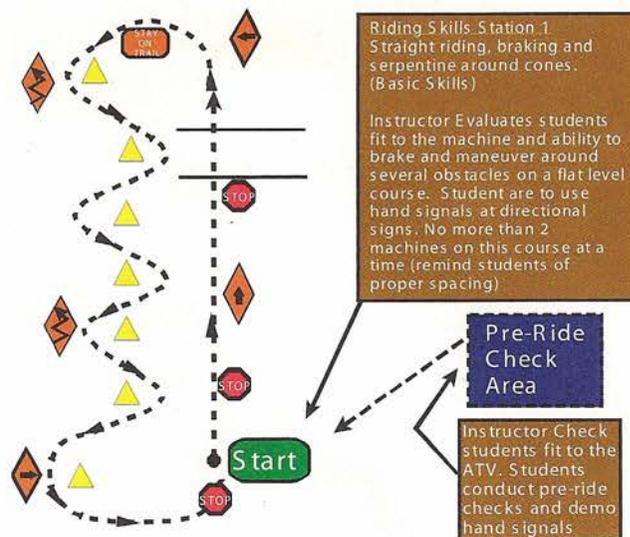
No Action Required:_____

MN DNR ATV CLASSROOM AND FIELD SESSION RIDING COURSE SET-UP

Many instructors have had questions relating to the dimensions of the riding course stations.

The course is divided into 3 separate stations. The approximate ground area needed for each station is 50 yards X 35 yards free of possible hazards such as trees, posts, holes, fence, etc. A safety buffer zone should also be provided outside the course area, which is also free of hazards. If you are setting the courses up side by side the approximate area is comparable to a football field. Sites that do not have one continuous large area but several smaller areas can also be utilized by setting up stations in each available 50 X 35 yard area.

***Remember to follow the course stations diagrams in the Instructor Manual when setting up each station. Use the DNR provided props and sign. Always ride each station course before students are allowed on the course. Evaluate cone spacing, signage and possible hazards, make adjustments if needed. *Course riding safety is your responsibility.**





State of Minnesota

Risk Management Fund
310 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155
(651) 201-2593

Certificate of Coverage

This is to certify that coverage described below is effective per the statutory authority referenced. This certificate is not a policy or a binder of insurance and does not in any way alter, amend or extend the coverage afforded by any reference herein. The coverage is subject to all terms and conditions of the statutory authority.

Insured: DNR Enforcement (Safety Programs) -
230010
500 Lafayette Rd Box 47
St. Paul, MN 55155-4047

Policy Number: 0137PK13
Policy Term: 7/1/2012 to 7/1/2013
Date Certificate Issued: 9/7/2012

Table with 2 columns: Type of Coverage, Limits & Deductibles. Row 1: Commercial General Liability, \$500,000 Bodily Injury & Property Damage - per person, \$1,500,000 Bodily Injury & Property Damage - per occurrence

Coverage is afforded per this certificate and the statute(s) referenced below.

Table with 1 column: STATUTORY REFERENCES. Content: Automobile Liability - Minnesota Statute 65.B Self-Insured Number is A-1046 as assigned by the MN Department of Commerce, General Liability - Minnesota Statutes 3.732 and 3.736, Workers' Compensation - Minnesota Statutes Chapter 176 Sections 5401-611

DATES OF COVERAGE: 7/1/2012 - 7/1/2013

DESCRIPTION OF COVERAGE: Evidence of Insurance

Insured is amended to include the following additional wording:

State of Minnesota, Employees of the State of Minnesota, Certified Program Instructors, Sponsoring Organizations and Owners and Lessors of Property on which Training is Conducted.

Youth Firearms Safety, Snowmobile Safety Training and All Terrain Vehicle Safety Training, Bow Hunting, Advanced Hunter Education Program, Off Highway Safety Training and Off Road Motorcycle Safety Training, Sports Shooting Complex (Grand Rapids), and Intro to Gun Training.

ISSUED TO:

Minnesota Department of Natural Resources
Attn: Capt. Michael Hammer
15011 State Highway 115
Little Falls, MN 56345-4173

ISSUED BY: RISK MANAGEMENT DIVISION

Carol G. Morgan
Authorized Signature



City of East Bethel City Council Agenda Information

Date:

January 9, 2013

Agenda Item Number:

Item 7.0 D.1

Agenda Item:

MnDOT Master Partnership Contract

Requested Action:

Consider approving the MnDOT Master Partnership Contract

Background Information:

Recently the City of East Bethel contracted with the Minnesota Department of Transportation (MnDOT) for the replacement of the overhead street light bulbs located above traffic signals within the City. At that time, representatives from MnDOT expressed an interest in having the City enter into a Master Partnership Contract that would provide for quicker response time and make payment processing more efficient.

The contract would allow MnDOT and the City to provide services for one another based on a standalone work order for each service signed by the City Administrator and MnDOT detailing the exact nature of the work. Having the ability to write work orders against a master contract would provide the greatest speed and flexibility in responding to identified needs.

The Master Contract alone would also allow for basic services such as relamping luminaries without the need of a signed work order. The contract also allows MnDOT to internally process payments it receives directly to the office responsible for the service.

At this time, the City only uses MnDOT for relamping work and some materials testing. Having this contract in place would allow for easier access to future services if the need arises.

The City Attorney has reviewed the contract and provided the following comments: “I have reviewed the contract provisions. I would support Jack in his desire to enter into this agreement. Much of what the city will need I assume is in the “technical services” area of the contract. Project based services come with their own added list of requirements under the agreement which seems to make that more onerous for the city to engage. Bottom line, the city is not committing to engage any services if they choose not to and is always free to secure them in the marketplace and decline any request from MNDOT for reciprocal services.”

Attachment(s):

- 1) Master Partnership Contract
- 2) Resolution 2013-05 Entering Into MnDOT Master Partnership Contract

Fiscal Impact:

None at this time

Recommendation(s):

Staff recommends entering into the Master Partnership Contract as a more efficient means for MnDOT and the City of East Bethel to provide payment to each other for services rendered and to provide a contractual framework for other possible services.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

STATE OF MINNESOTA
AND
CITY OF EAST BETHEL
MASTER PARTNERSHIP CONTRACT

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation hereinafter referred to as the "State" and the City of East Bethel acting through its City Council, hereinafter referred to as the "Local Government".

Recitals

1. The parties are authorized to enter into this agreement pursuant to Minnesota Statutes §§15.061, 471.59 and 174.02.
2. Minnesota Statutes Section 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this Contract is a "road authority" as defined by Minnesota Statutes §160.02 (subd. 25).
4. Minnesota Statutes Section 161.39, subdivision 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minnesota Statutes §174.02 (subd. 6) authorizes the Commissioner of Transportation to enter into agreements with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally procure services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract provides a framework for the efficient handling of such requests. This Master Partnership Contract contains terms generally governing the relationship between the parties hereto. When specific services are requested, the parties will (unless otherwise specified herein) enter into a "Work Order" contracts.
7. Subsequent to the execution of this Master Partnership Contract, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this Master Partnership Contract to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Master Contract

1. Term of Master Contract; Use of Work Order Contracts; Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
- 1.2. A party must not accept work under this Contract until it is fully executed.
- 1.3. **Expiration Date.** This Contract will expire on June 30, 2017.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that engagement. A party must not begin work under a work order until such work order is fully executed. The terms of this Master Partnership Contract will apply to all work orders issued hereunder, unless specifically varied in the work order. The Local Government understands that this Master Contract is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity and Endorsement; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this Master Contract will survive with respect to any Work Order issued prior to the expiration date of the Master Contract.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.

2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Technical services are limited to the following services:
 - 2.1.1. Pavement Striping, Sign and Signal Repair, Bridge Load Ratings, Bridge and Structure Inspections, Minor Bridge Maintenance, Minor Road Maintenance (such as guard rail repair and sign knockdown repair), Pavement Condition Data, Materials Testing and Carcass Removal.
 - 2.1.2. Every other service not falling under the services listed in 2.1.1 will require a Work Order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary labor additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minnesota Statutes §16C.08 (subd. 1) professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task”. Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, CRS-2 road oil, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific

project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.2. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Local Government will not be paid for work performed prior to execution of a work order and authorization by the State.

4. Responsibilities of the Providing Party

The party requesting the work will be referred to as the “Requesting Party” and the party performing the work will be referred to as the “Providing Party”. Each work order will set forth particular requirements for that project/engagement.

- 4.1. ***Terms Applicable to ALL Work Orders.*** The terms in this section 4.1 will apply to ALL work orders.
 - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party’s authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this Master Contract or the work order.
 - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party’s authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
 - 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minnesota Statutes Section 161.39. The work order may require the Local Government to deposit payment in advance or may, at the State’s option, permit payment in arrears. If the State furnishes the services requested, the Local Government will promptly pay the State to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
 - 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed is considered unauthorized and undertaken at the risk of non-payment.
 - 4.1.5. In connection with the performance of this contract and any work orders issued hereunder, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. ***Additional Terms for Roadway Maintenance.*** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
 - 4.2.1. Unless otherwise provided for by agreement or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.

- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work orders for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts
- 4.3.7. If the providing party is a Local Government, the Local Government will, without cost or expense to the State, obtain all rights of way, easements, construction permits and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the Local Government will furnish the State with certified copies of the documents for rights of way and easements, construction permits and other permits and sanctions required for State cost participation construction covered under this Agreement.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
- 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed

in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.

- 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
- 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, NPDES and other environmental permits.
- 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and/or inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary labor additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary labor additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.

- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this Master Contract will not exceed \$50,000.00
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment.**
- 7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Local Government.**
- 7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.
- 7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**
- 7.4.2.3. Remit payment to the address below:
- MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 02770 and Invoice Number #####
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
- 7.4.3.1. **Generally.** The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
- 7.4.3.2. **Retainage for Professional and Technical Services.** For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 5(b), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts

- 9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.
- 9.2. The Local Government's Project Manager will be identified in each work order contract.

10. State's Authorized Representative and Project Manager

- 10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 10.2. The State's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this Master Contract or any work order contract without the prior consent of the other and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Master Contract, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and agreements between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability.

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minnesota Statutes chapter 466 and other applicable law. The State's liability is governed by Minnesota Statutes section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minnesota Statutes §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minnesota Statutes §471.59 subdivision 1a will apply to any work undertaken under this Master Contract and any work order issued hereunder.

13. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Master Contract.

14. Government Data Practices and Intellectual Property

14.1. ***Government Data Practices.*** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Master Contract and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Master Contract and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.

14.2. *Intellectual Property Rights*

14.2.1. ***Intellectual Property Rights.*** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. *Obligations with Respect to Intellectual Property.*

14.2.2.1. ***Notification.*** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

- 14.2.2.2. *Representation.* The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minnesota Statutes §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this Master Contract, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

- 15.1. ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 15.2. ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.3. ***Minn. R. Parts 5000.3400-5000.3600.***
- 15.3.1. ***General.*** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.3.2. ***Disabled Workers.*** The Contractor must comply with the following affirmative action requirements for disabled workers:
- 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - 15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363.073 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This Master Contract, and any work orders issued hereunder, are not intended to constitute an interchange of government employees under Minnesota Statutes §15.53. To the extent that this Master Contract, or any work order issued hereunder, is determined to be subject to Minnesota Statutes §15.53, such statute will control to the extent of any conflict between the Contract and the statute.

17. Publicity

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

- 20. Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. Termination; Suspension

- 21.1. ***Termination by the State for Convenience.*** The State or commissioner of Administration may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. ***Termination by the Local Government for Convenience.*** The Local Government may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.3. ***Termination for Insufficient Funding.*** The State may immediately terminate or suspend this Master Contract and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature

or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this Master Contract, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

[The balance of this page has intentionally been left blank – signature page follows]

LOCAL GOVERNMENT

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____
(with delegated authority)
Title: Division Director
Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____
Date: _____

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

RESOLUTION NO. 2013-05

**RESOLUTION FOR ENTERING INTO A MASTER PARTNERSHIP CONTRACT
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION**

WHEREAS, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provided the greatest speed and flexibility in responding to identified needs.

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

1. The City of East Bethel enters into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the East Bethel City Council.
2. The proper City of East Bethel officers are authorized to execute such contract and any amendments thereto.
3. The City Administrator is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payments to or from MnDOT, and that the City Administrator may execute such work order contracts on behalf of the City of East Bethel consistent with the purchasing policies of the City.

Adopted this 9th day of January, 2013 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Richard Lawrence, Mayor

ATTEST:

Jack Davis, City Administrator



City of East Bethel City Council Agenda Information

Date:

January 9, 2013

Agenda Item Number:

Item 8.0 G.1

Agenda Item:

Commission/Committee Assignments 2012

Requested Action:

Staff is seeking designation of appointments from Council on Commission/Committee assignments for 2013

Background Information:

Attached is a spreadsheet with the Commission/Committee assignments for 2009-2012. The following are the Commission, Committee and appointed positions for consideration.

Acting Mayor

The Acting Mayor performs the duties of the Mayor in his absence.

Commission Assignments

The Planning, Parks and Roads Commissions have traditionally had a Council Member assigned as a liaison non-voting member. The purpose is to provide guidance and historical perspective to issues and items that come before these Commissions.

Committee Assignments

The City is statutorily required to participate in the watershed management organizations (WMO's) to develop water management plans for the watershed area. These organizations have authority to review surface water discharge plans as proposed by developers to ensure they comply with WMO plans. These organizations are contractually managed by the Anoka Conservation District (ACD). The City belongs to both the Upper Rum River WMO and the Sunrise River WMO.

The WMO's meet quarterly with notices provided in advance of the meeting with agenda materials.

Cedar Creek Committee: This is a committee of City and University of Minnesota representatives that meet periodically to discuss uses of university property as part of the Memorandum of Understanding between the City and the University.

Sandhill Crane Committee: This is a joint powers organization with Anoka County, DNR and MPCA. The group collectively plans for public uses within this area.

Fire Department: Traditionally, a member of the City Council is assigned as the liaison to the Fire Department and attends the quarterly informational meetings.

Police Department: Traditionally, a Council Member is assigned as the liaison to the Anoka County Sheriff's Department.

Booster Day Committee: Traditionally, two Council members are assigned as the liaison to the Booster Day Committee to assist with coordination of the annual event. The full committee consists of members of several organizations and residents interested this event.

Finance Committee: This committee meets April to identify parameters for budget development. From the parameters set by this Committee, the preliminary budget is developed for presentation to City Council by June 30th. Council may desire to have the full Council comprise this Committee.

EDA Commission: Two Council members are appointed to this Commission. Mayor Lawrence's term expired December 31, 2012 and Council Member Moegerle's term expires on January 31, 2013. Council appointments to the EDA are for a two year term.

Attachment(s):

- 1. Worksheet-Commission/Committee Assignments

Fiscal Impact:

None at this time.

Recommendation(s):

Staff requests Mayor Lawrence to recommend Commission/Committee assignments for 2013 to City Council for discussion and approval.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

Position/Activity/Function	2009	2010	2011	2012	2013
Acting Mayor	Council Member Voss	Council Member Voss	Council Member Moegerle	Council Member Moegerle	
Road Commission	Council Member Paavola	Council Member Paavola	Council Member DeRoche	Council Member DeRoche	
Park Commission	Council Member Boyer	Council Member Boyer	Mayor Lawrence	Council Member Voss	
Planning Commission	Council Member Voss	Council Member Voss	Council Member Moegerle	Council Member Moegerle	
Watershed Mgmt Organizations	Council Member Paavola	Mayor Hunter	Council Member Voss	Mayor Lawrence	
Cedar Creek Committee	Council Member Boyer	Council Member Boyer	Council Member Boyer	Council Member Boyer	
Sandhill Crane Committee	Council Member Boyer	Mayor Hunter	Council Member Boyer	Council Member Moegerle	
Fire Department	Council Member Paavola	Council Member Channer	Council Member DeRoche	Council Member DeRoche	
Police Liaison	Council Member Voss	Council Member Paavola	Council Member Voss	Council Member Voss	
Booster Day Committee	Mayor Hunter	Mayor Hunter	Mayor Lawrence	Mayor Lawrence	
Booster Day Committee	Council Member Boyer	Council Member Channer	Council Member Voss	Council Member Voss	
Finance Committee	Council Member Boyer	Mayor Hunter	Council Member DeRoche	Council Member DeRoche	
Finance Committee	Council Member Klein	Council Member Boyer	Council Member Boyer	Council Member Boyer	
EDA Commission			Council Member Boyer	Mayor Lawrence	
EDA Commission			Council Member Moegerle	Council Member Moegerle	



City of East Bethel City Council Agenda Information

Date:

January 9, 2013

Agenda Item Number:

Item 8.0 G.2

Agenda Item:

Ordinance 41, Providing Reimbursements for Computers and Computer Related Equipment for the Mayor and Council Members

Requested Action:

Consider approval of Ordinance 41, Second Series

Background Information:

Reimbursement for the purchase of computers and/or computer software up to \$800 per member was proposed at a Budget Work Meeting on August 6, 2012 and formally approved on December 5, 2012 with the adoption of 2013 Budget. The implementation of this item will permit the City Council packets to be distributed and utilized electronically by City Council.

The cost for preparing and distributing paper copies of the packet to the City Council is approximately \$3,250 per year (\$13,000 over four years). The cost for providing Council with laptop computers and/or software to receive these documents electronically will cost up to \$6,400 every four years. This would result in savings of up to \$6,600 within the four year period. \$4,000 has been budgeted and included in the Mayor and City Council Budget for 2013 for these purchases.

This proposed Ordinance amendment would amend Chapter 2, Article III of the Code of Ordinances of the City of East Bethel to authorize the reimbursement for computer related equipment and/or software for the Mayor and City Council.

Attachment(s):

Ordinance No. 41, Second Series

Fiscal Impact:

The savings due to dissemination of Council packets by electronic means could result in savings up to \$6,600 over a four year period.

Recommendation(s):

Staff recommends City Council approve Ordinance No. 41, Second Series and direction to publish in the official newspaper.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

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

ORDINANCE NO. 41, Second Series

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE III OF THE CODE OF
ORDINANCES FOR THE CITY OF EAST BETHEL TO AUTHORIZE
REIMBURSEMENT FOR COMPUTER SOFTWARE AND COMPUTER RELATED
EQUIPMENT FOR THE MAYOR AND CITY COUNCIL**

The City Council of the City of East Bethel does ordain:

Section 1. AUTHORITY. This Ordinance is adopted pursuant to and under the authority of the City Code of the City of East Bethel, Chapter 2, Article III.

Section 2. PURPOSE. It is the purpose of this Ordinance to provide for reimbursement to the Mayor and City Council for a computer and/or software to be used in their performance as members of the East Bethel City Council.

Section 3. AMENDMENT. City Code, Chapter 2, Article III is hereby amended to add a Section 2-61 to provide for the following:

“Sec 2-61 Reimbursement for Computer and Software.

- (a) The Mayor and City Councilmembers of the City of East Bethel will be provided reimbursement by the City for a computer and/or software purchased for use in their official capacity as East Bethel City Council Members to a maximum amount of \$800 with receipt for proof of purchase of said computer or software provided to the city.
- (b) The reimbursement will be done once per Council Member and Mayor for a four-year period commencing on January 9, 2013 and eligibility within these terms shall follow to subsequent City Councils. In the case of a Mayor the reimbursement will be every two years, only if there should be a change in office. The computer and/or software must be purchased within the first six (6) months of the member’s term to be eligible for reimbursement as provided in this Ordinance.
- (c) The computer and/or software purchases reimbursed under this Ordinance shall be the personal property of the Mayor and/or Council Member. The Mayor or Council Members may decline this benefit.
- (d) A Mayor elect and Council Members elect who will take office effective the first Monday of January respective to the year of their election may be reimbursed after that date for their computer equipment and/or software purchased prior to the effective date of the commencement of their term in office.
- (e) An appointed Council person would be subject to the same terms for reimbursement as an existing elected or newly elected Council person. The same terms for

reimbursement would apply to an appointed Mayor, provided the appointed Mayor is not a member of City Council.

Section 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Adopted by the City Council of the City of East Bethel, Minnesota, this 9th day of January, 2013.

For the City:

Richard Lawrence, Mayor

ATTEST:

Jack Davis, City Administrator

Adopted:	January 9, 2013
Published:	January 18, 2013
Effective:	January 18, 2013