

City of East Bethel

City Council Agenda

Regular Council Meeting – 7:30 p.m.

Date: December 19, 2012



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 Report/Presentations**

A. Sheriff's Report

B. Recognition of Service – Bill Boyer

C. Recognition of Service - Steve Voss

Page 1 D. Proclamation Recognizing Service of Williams Family

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 6-9 A. Approve Bills

Page 10-29 B. Meeting Minutes, December 5, 2012, Regular Meeting

C. Meeting Minutes, November 14, 2012 Town Hall Meeting

Page 30-39 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

Page 40 G. Resolution 2012-76 Tort Limits

Page 41-46 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

Page 47-50 K-L. Resolution 2012-18 Revoking State Aid Routes and Resolution 2012-19 Establishing State Aid Routes

New Business

7.0 Commission, Association and Task Force Reports

A. Economic Development Authority

B. Planning Commission

C. Park Commission

D. Road Commission

8.0 Department Reports

A. Community Development

Page 51-59 1. Building Department Report

B. Engineer

- Page 60-63
 - C. Attorney
 - D. Finance
 - 1. 2012 Budget Amendments
 - E. Public Works
 - 1. Reader Board Design
- 8:00 PM
 - F. Fire Department
 - 1. Monthly Report
- 8:05 PM
 - G. City Administrator

9.0 Other

- 8:20 PM
 - A. Council Reports
- 8:25 PM
 - B. Other

8:30 PM **10.0 Adjourn**



City of East Bethel City Council Agenda Information

Date:

December 19, 2012

Agenda Item Number:

Item 4.0 A

Agenda Item:

Monthly Sheriff's Report

Requested Action:

Information Only

Background Information:

Lt. Orlando will review the monthly statistics and report on activities for the month of November, 2012.

Fiscal Impact:

None

Recommendation(s):

Information Only

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required: X

PROCLAMATION
CITY OF EAST BETHEL
EAST BETHEL, MINNESOTA

Proclamation Recognizing the Williams Family

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.

I have affixed my signature this 19th day of December, 2012 in the City of East Bethel, Anoka County, Minnesota.

CITY OF EAST BETHEL

Richard Lawrence, Mayor

Bill Boyer, Council Member

Robert DeRoche, Jr., Council Member

Heidi Moegerle, Council Member

Steven Voss, Council Member

ATTEST:

Jack Davis, City Administrator

PROCLAMATION
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CITY OF EAST BETHEL

Richard Lawrence, Mayor

Bill Boyer, Council Member

Robert DeRoche, Jr., Council Member

Heidi Moegerle, Council Member

Steven Voss, Council Member

ATTEST:

Jack Davis, City Administrator



Payments for Council Approval December 19, 2012

Bills to be Approved for Payment	\$426,511.94
Electronic Payments	\$23,400.56
Payroll City Staff - December 6, 2012	\$28,190.98
Payroll City Council - December 14, 2012	\$1,636.07
Payroll Fire Department - December 14, 2012	\$11,053.87
Total to be Approved for Payment	\$490,793.42

City of East Bethel

December 19, 2012

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
2010A GO Water Utility Rev Bnd	Professional Services Fees	12-066	Springsted Incorporated	310	31000	766.67
2010B GO Utility Revenue Bond	Professional Services Fees	12-066	Springsted Incorporated	311	31100	766.67
2010C GO Bond	Professional Services Fees	12-066	Springsted Incorporated	312	31200	766.66
215-221st East 65 Service Rd	Architect/Engineering Fees	31039	Hakanson Anderson Assoc. Inc.	402	43125	9,396.07
Arena Operations	Auto/Misc Licensing Fees/Taxes	IN0009643	Anoka County	615	49851	380.00
Arena Operations	Bldg/Facility Repair Supplies	10666	Menards Cambridge	615	49851	32.58
Arena Operations	Bldg/Facility Repair Supplies	5047230	Northland Chemical Corp	615	49851	76.80
Arena Operations	Bldgs/Facilities Repair/Maint	112812	Wright-Hennepin Coop Electric	615	49851	21.32
Arena Operations	Motor Fuels	1073565875	Ferrellgas	615	49851	242.17
Arena Operations	Professional Services Fees	52	Gibson's Management Company	615	49851	7,137.45
Arena Operations	Telephone	120112	CenturyLink	615	49851	113.52
Building Inspection	Conferences	222	ICC	101		266.00
Building Inspection	Conferences	120712	University of MN	101		350.00
Building Inspection	Electrical Permits	120112	Brian Nelson Inspection Svcs	101		528.00
Building Inspection	Printing and Duplicating	18766	Do All Printing.Com	101	42410	96.19
Building Inspection	Surcharge Remittance	15551003051	MN Dept Labor & Industry	101		1,484.41
Central Services/Supplies	Information Systems	216838	City of Roseville	101	48150	2,140.16
Central Services/Supplies	Office Equipment Rental	216946418	Loffler Companies, Inc.	101	48150	212.13
Central Services/Supplies	Office Supplies	633452547001	Office Depot	101	48150	99.08
Central Services/Supplies	Office Supplies	634421931001	Office Depot	101	48150	369.14
Central Services/Supplies	Office Supplies	634491705001	Office Depot	101	48150	274.97
Central Services/Supplies	Office Supplies	634590621001	Office Depot	101	48150	91.52
Central Services/Supplies	Postage/Delivery	120612	Reserve Account	101	48150	1,000.00
Central Services/Supplies	Telephone	112812	CenturyLink	101	48150	236.72
Elections	General Operating Supplies	113012	Anoka County Elections	101	41410	105.32
Engineering	Architect/Engineering Fees	31046	Hakanson Anderson Assoc. Inc.	101	43110	285.00
Engineering	Architect/Engineering Fees	31046	Hakanson Anderson Assoc. Inc.	101	43110	639.92
Engineering	Architect/Engineering Fees	31046	Hakanson Anderson Assoc. Inc.	101	43110	367.50
Engineering	Architect/Engineering Fees	31046	Hakanson Anderson Assoc. Inc.	101	43110	435.00
Engineering	Architect/Engineering Fees	31046	Hakanson Anderson Assoc. Inc.	101	43110	229.96
Fire Department	Bldgs/Facilities Repair/Maint	112812	Wright-Hennepin Coop Electric	101	42210	5.32
Fire Department	Employer Paid Expenses	2661463	Jones & Bartlett Learning, LLC	231	42210	198.90
Fire Department	Fire Pension Contribution-City	112912	East Bethel Fire Relief	101	42210	17,500.00
Fire Department	Personnel/Labor Relations	782524	LexisNexis Occ Health Solution	101	42210	223.85
Fire Department	Personnel/Labor Relations	110652	Viking Trophies	231	42210	2,967.93
Fire Department	Telephone	112812	CenturyLink	101	42210	174.13
Fire Department	Telephone	112812	CenturyLink	101	42210	116.86
Fire Department	Telephone	112812	CenturyLink	101	42210	57.51
Fire Department	Telephone	120112	CenturyLink	101	42210	61.86
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	10400	Menards Cambridge	101	41940	63.98
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	10988	Menards Cambridge	101	41940	25.56
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	14895	GHP Enterprises, Inc.	101	41940	368.72
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	455408-11-12	Premium Waters, Inc.	101	41940	20.14
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	121258	Robert B. Hill Company	101	41940	19.24
General Govt Buildings/Plant	Repairs/Maint Machinery/Equip	101826	Rogers Electric	101	41940	2,986.67
Jackson MSA Street Project	Architect/Engineering Fees	31038	Hakanson Anderson Assoc. Inc.	402	40326	37,747.06
Jackson MSA Street Project	Architect/Engineering Fees	8557	Northern Technologies, Inc	402	40326	2,705.00

City of East Bethel

December 19, 2012

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Legal	Legal Fees	11 2012	Eckberg, Lammers, Briggs,	101	41610	7,813.59
Legal	Legal Fees	123784	Eckberg, Lammers, Briggs,	101	41610	3,129.78
Mayor/City Council	Other Advertising	45931	The Courier	101	41110	50.00
Mayor/City Council	Professional Services Fees	12-380	North Suburban Access Corp	101	41110	120.00
MSA Street Construction	Architect/Engineering Fees	31037	Hakanson Anderson Assoc. Inc.	402	40200	580.76
MSA Street Construction	Architect/Engineering Fees	31040	Hakanson Anderson Assoc. Inc.	402	40200	223.68
Park Maintenance	Clothing & Personal Equipment	470162864	Cintas Corporation #470	101	43201	48.51
Park Maintenance	Clothing & Personal Equipment	470166128	Cintas Corporation #470	101	43201	48.51
Park Maintenance	Clothing & Personal Equipment	1182247900	G&K Services - St. Paul	101	43201	19.56
Park Maintenance	Clothing & Personal Equipment	1182259075	G&K Services - St. Paul	101	43201	19.56
Park Maintenance	Heating Fuels/Propane	106534	River Country Cooperative	101	43201	96.40
Park Maintenance	Tires	1-28204	Steve's Tire Inc.	101	43201	295.78
Payroll	Insurance Premiums	12 2012	Fort Dearborn Life Insurance	101		912.76
Planning and Zoning	Commissions and Boards	2012	Brian Mundle, Jr.	101	41910	200.00
Planning and Zoning	Commissions and Boards	2012	Eldon Holmes	101	41910	200.00
Planning and Zoning	Commissions and Boards	2012	Glenn Terry	101	41910	180.00
Planning and Zoning	Commissions and Boards	2012	Lou Cornicelli	101	41910	160.00
Planning and Zoning	Commissions and Boards	2012	Tanner Balfany	101	41910	200.00
Planning and Zoning	Escrow	345600	Ehlers	941		780.00
Planning and Zoning	Escrow	345602	Ehlers	941		390.00
Planning and Zoning	Escrow	31036	Hakanson Anderson Assoc. Inc.	934		1,682.67
Planning and Zoning	Professional Services Fees	605	Flat Rock Geographics, LLC	101	41910	865.69
Police	Professional Services Fees	222025	Anoka County Treasury Dept	101	42110	201,908.00
Police	Professional Services Fees	53789	Gopher State One-Call	101	42110	1.45
Police	Professional Services Fees	11 2012	Gratitude Farms	101	42110	838.56
Prepaid Items	Conferences	171284	League of MN Cities	101		598.00
Prepaid Items	Sign Down Payment	121112	DeMars Signs	232		37,180.00
Recycling Operations	Bldg/Facility Repair Supplies	393622	Ham Lake Hardware	226	43235	17.09
Recycling Operations	Professional Services Fees	12 2012	Cedar East Bethel Lions	226	43235	1,000.00
Recycling Operations	Small Tools and Minor Equip	27379566	BlueTarp Financial, Inc.	226	43235	102.71
Recycling Operations	Small Tools and Minor Equip	27379568	BlueTarp Financial, Inc.	226	43235	402.07
Recycling Operations	Small Tools and Minor Equip	27380260	BlueTarp Financial, Inc.	226	43235	810.61
Sewer Operations	Bldgs/Facilities Repair/Maint	112812	Wright-Hennepin Coop Electric	602	49451	24.53
Sewer Operations	Chemicals and Chem Products	3410091 RI	Hawkins, Inc	602	49451	20.00
Sewer Operations	Professional Services Fees	82205	Utility Consultants, Inc.	602	49451	450.87
Sewer Utility Capital Projects	Architect/Engineering Fees	31044	Hakanson Anderson Assoc. Inc.	434	49455	2,582.16
Sewer Utility Capital Projects	Architect/Engineering Fees	31045	Hakanson Anderson Assoc. Inc.	434	49455	1,645.86
Street Capital Projects	Architect/Engineering Fees	31041	Hakanson Anderson Assoc. Inc.	406	40600	5,201.56
Street Maintenance	Bldgs/Facilities Repair/Maint	470162864	Cintas Corporation #470	101	43220	27.20
Street Maintenance	Bldgs/Facilities Repair/Maint	470166128	Cintas Corporation #470	101	43220	27.20
Street Maintenance	Bldgs/Facilities Repair/Maint	1182247900	G&K Services - St. Paul	101	43220	5.70
Street Maintenance	Bldgs/Facilities Repair/Maint	1182259075	G&K Services - St. Paul	101	43220	5.70
Street Maintenance	Bldgs/Facilities Repair/Maint	455408-11-12	Premium Waters, Inc.	101	43220	20.14
Street Maintenance	Bldgs/Facilities Repair/Maint	101827	Rogers Electric	101	43220	268.09
Street Maintenance	Bldgs/Facilities Repair/Maint	112812	Wright-Hennepin Coop Electric	101	43220	21.29
Street Maintenance	Clothing & Personal Equipment	440953	Chet's Shoes, Inc.	101	43220	184.00
Street Maintenance	Clothing & Personal Equipment	470162864	Cintas Corporation #470	101	43220	47.91

City of East Bethel

December 19, 2012

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Street Maintenance	Clothing & Personal Equipment	470166128	Cintas Corporation #470	101	43220	47.91
Street Maintenance	Clothing & Personal Equipment	1182247900	G&K Services - St. Paul	101	43220	15.88
Street Maintenance	Clothing & Personal Equipment	1182259075	G&K Services - St. Paul	101	43220	15.88
Street Maintenance	Equipment Parts	1539-186073	O'Reilly Auto Stores Inc.	101	43220	210.00
Street Maintenance	Equipment Parts	1539-186126	O'Reilly Auto Stores Inc.	101	43220	(37.41)
Street Maintenance	Repairs/Maint Machinery/Equip	V69711	Tri State Bobcat	101	43220	2,522.07
Street Maintenance	Sign/Striping Repair Materials	3040248	Int'l Security Products	101	43220	966.79
Street Maintenance	Small Tools and Minor Equip	13092	Menards - Forest Lake	101	43220	93.49
Street Maintenance	Small Tools and Minor Equip	10769	Menards Cambridge	101	43220	212.92
Street Maintenance	Telephone	112812	CenturyLink	101	43220	68.70
Street Maintenance	Welding Supplies	88867	Metro Products, Inc.	101	43220	223.25
Tax Increment District No. 1-1	Professional Services Fees	345601	Ehlers	435	43500	42.50
Water Utility Capital Projects	Architect/Engineering Fees	31042	Hakanson Anderson Assoc. Inc.	433	49405	470.40
Water Utility Capital Projects	Architect/Engineering Fees	31043	Hakanson Anderson Assoc. Inc.	433	49405	477.42
Water Utility Capital Projects	Architect/Engineering Fees	31044	Hakanson Anderson Assoc. Inc.	433	49405	2,582.17
Water Utility Operations	Bldg/Facility Repair Supplies	4561	Ferguson Waterworks #2516	651	49401	150.18
Water Utility Operations	Bldg/Facility Repair Supplies	392891	Ham Lake Hardware	601	49401	36.32
Water Utility Operations	Bldg/Facility Repair Supplies	10753	Menards Cambridge	651	49401	52.47
Water Utility Operations	Bldgs/Facilities Repair/Maint	112812	Wright-Hennepin Coop Electric	601	49401	26.67
Water Utility Operations	Telephone	112812	CenturyLink	651	49401	123.29
Water Utility Operations	Telephone	120112	CenturyLink	601	49401	110.84
Water Utility Operations	Telephone	120112	CenturyLink	651	49401	65.00
	October SAC	10 2012	Metropolitan Council	101		52,272.00
	Reimbursement	15.107.0350	Isanti County Govt Center	101		201.59
						\$426,511.94
Electronic Payments						
Payroll	PERA					\$5,111.94
Payroll	Federal Withholding					\$5,202.24
Payroll	Medicare Withholding					\$1,627.88
Payroll	FICA Tax Withholding					\$5,358.88
Payroll	State Withholding					\$2,171.76
Payroll	MSRS					\$3,927.86
						\$23,400.56



City of East Bethel City Council Agenda Information

Date:

December 19, 2012

Agenda Item Number:

Item 6.0 A-L

Agenda Item:

Consent Agenda

Requested Action:

Consider approving Consent Agenda as presented

Background Information:

Item A

Bills/Claims

Item B

Meeting Minutes, December 5, 2012 Regular City Council

Meeting minutes from the November 21, 2012 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

Joint Powers Agreement between Anoka County and the Municipalities, Townships, and School Districts in Anoka County to Allocate for Election Expenses

The system currently in use in all precincts of Anoka County is the "Accuvote Precinct Optical Scan System" purchased in 2000 from Global Election Systems. East Bethel purchased three ballot counters and boxes for use in the city voting precincts in 2000. Anoka County also purchased several ballot counters and boxes for use by any of the cities in Anoka County as back-ups. The county has performed all system maintenance on the ballot counters and boxes such as system software, servers and modems.

This equipment runs in a DOS platform that is no longer supported and new units and parts are no longer available for purchase. The server for the equipment also operates on a DOS platform and cannot be replaced and will not run in a more modern environment. For these reasons, and many others, the voting equipment needs to be replaced.

The model used for our last system purchase separated ownership of the system into various pieces and parts, and did not address issues related to the system as a whole such as maintenance,

required software and hardware upgrades, and replacement of non-functioning units. Establishing Anoka County as sole owner allows them to more effectively manage the vendor contracts and administrative tasks that apply county-wide.

Rather than transferring ownership of individual components to cities and schools, the county would collect a fee to supplement system costs. The proposed fee will be based on actual (and defined) capital and operating costs of the voting equipment system with cities paying 30% of the total cost and schools paying 15%, leaving the county with responsibility for 55% of the total cost. Within those percentages, the cost to each individual city and school district will be based upon their population at the time of the 2010 census (attachment #3). This is included in the 2013 Budget.

On November 27, 2012, the Anoka County Board of Commissioners voted to approve the Joint Powers Agreement between Anoka County and the Municipalities, Townships, and School Districts in Anoka County to Allocate for Election Expenses, *and authorizing the Management Committee Chair and County Board Chair to approve minor non-substantive contract changes through the approval process of the other governmental entities*. The Joint Powers Agreement has to go before 30 separate meetings to be approved and in the end it is important that all parties have agreed to the same document.

Staff is recommending approval of the Joint Powers Agreement between Anoka County and the Municipalities, Townships, and School Districts in Anoka County to Allocate for Election Expenses and allowing for administrative approval of non-substantive changes.

Item E

Approve Tobacco Licenses for 2013

The licensees on the attached list have submitted applications for cigarette license renewal effective January 1, 2013. All current license holders were mailed notice of the renewal in November, 2012. All current license holders have completed the application form, paid the required fees and submitted proof of insurance as required by statute.

Item F

Approve Garbage Hauler Licenses for 2013

The licensees on the attached list have submitted applications for garbage/rubbish hauler license renewal effective January 1, 2013. Approval is contingent on applications being complete, including the license fee being paid. An updated list will be provided at the Council meeting.

Item G

Resolution 2012-76 Tort Limits

The City purchases its insurance from the League of Minnesota Cities Insurance Trust (LMCIT). A requirement of that insurance coverage is that each participating municipality must annually either affirm or waive its statutory limits of liability.

The statutory limits of liability for Minnesota cities are \$500,000 for an individual claimant and \$1,500,000 per occurrence. Cities can waive these limits by allowing an individual claimant to recover more than \$500,000, up to the \$1,500,000 occurrence limit or more if limits are waived and excess liability insurance is purchased. They may also waive the "per occurrence" limit and purchase excess liability insurance. Historically, East Bethel has not waived its liability limits. Staff recommends that the City continue this position by adopting Resolution 2012-76.

Item H

Approve Renewal of GIS Contract

This agreement with Flat Rock Geographics, LLC is for GIS services in 2013. This agreement is for one year. The contract will provide 144 hours of services at \$60.75/hour. City Staff feels 144 hours will be a sufficient amount of time to complete the 2013 goals

In 2013, GIS Rangers will continue adding data layers and updating the GIS system. Data layers include but are not limited to information pertaining to development, sign inventory, hydrant and street light locations, and utility locations.

The attached contract is identical to the contract that was approved last year for these services and at same hourly rate.

Item I

Kevin Denker, 23026 3rd St. NE, B & B Bobcat and Landscaping Interim Use Permit (IUP) Renewal

On December 3, 2003, City Council approved an IUP for a home occupation for the business known as B & D Bobcat Landscaping Company located at 23026 3rd St. NE. The IUP was originally approved for the duration of three (3) years, was renewed on September 6, 2006, and again renewed on August 19, 2009.

Mr. Denker continues to run a successful East Bethel business and has remained in compliance with the conditions approved as part of the original IUP; therefore staff recommends the IUP be renewed for an additional three (3) years, to expire on December 31, 2015. Mr. Denker will be required to executive a new IUP agreement with the same conditions approved in 2003.

Item J

Richard Wait, 20042 Polk St. NE, Hot Rod Factory Interim Use Permit (IUP) Renewal

On November 16, 2005, City Council approved an IUP for a home occupation for the business known as the Hot Rod Factory located at 20042 Polk St. NE. The IUP was originally approved for the duration of three (3) years, and was renewed on October 7, 2009.

Mr. Wait continues to run a successful East Bethel business and has remained in compliance with the conditions approved as part of the original IUP; therefore staff recommends the IUP be renewed for an additional three (3) years, to expire on December 31, 2015. Mr. Denker would appreciate it if the IUP could be extended for more than three (3) years at a time. When the renewal is approved, Mr. Denker will be required to executive a new IUP agreement with the same conditions approved in 2003.

Item K

Resolution No. 2012-18 Resolution Revoking Municipal State Aid Streets

On March 7, 2012 Council approved Resolution 2012-18, which removed certain Municipal State Aid streets from the system. Comments have been received from Mn/DOT regarding the request to remove these segments. Mn/DOT has requested that Buchanan Street NE be removed from the resolution. This segment of street from Sims Road to 221st Avenue was realigned as shown on Attachment 1. Since this segment was only realigned and not removed, it does not need to be listed on the resolution. Staff recommends Council approve Resolution 2012-18 – Resolution Revoking Municipal State Aid Streets.

Item L

Resolution No. 2012-19 Resolution Establishing Municipal State Aid Streets

On March 7, 2012 Council approved Resolution 2012-19, which added certain Municipal State Aid streets to the system. Comments have been received from Mn/DOT regarding the request to add these segments. Mn/DOT has requested that Johnson Street be removed from the resolution. This segment of street from Sims Road to 221st Avenue was realigned as shown on Attachment 1. Since this segment was only realigned and not added, it does not need to be listed on the resolution. Staff recommends Council approve Resolution 2012-19 – Resolution Establishing Municipal State Aid Streets.

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:_____

EAST BETHEL CITY COUNCIL MEETING

December 5, 2012

The East Bethel City Council met on December 5, 2012 at 7:30 PM for their regular meeting at City Hall.

MEMBERS PRESENT: Bob DeRoche Heidi Moegerle Steve Voss

MEMBERS EXCUSED: Bill Boyer Richard Lawrence

ALSO PRESENT: Jack Davis, City Administrator
Mark Vierling, City Attorney
Craig Jochum, City Engineer

Call to Order **The December 5, 2012 City Council meeting was called to order by Acting Mayor Moegerle at 7:30 PM.**

Adopt Agenda **Moegerle made a motion to adopt the December 5, 2012 City Council Agenda. Voss seconded, all in favor, motion carries.**

2013 Budget Hearing Davis explained that Minnesota Statute 275.065 requires cities to conduct a hearing whereat residents are offered the opportunity to provide input to City Council on proposed budgets and tax levies. The State requires that each City announce the date, time and place of the meeting whereat residents can provide City Council feedback on proposed budgets and levies. The date selected must be done at the meeting when the City Council adopts the preliminary budget and levy in September. This meeting date is also listed on the parcel specific notices for proposed 2013 taxes that the taxpayers received in November from Anoka County.

Council directed that December 5, 2012 as the regular meeting for this opportunity. City Council has afforded a number of occasions during the budget development process to residents for this input.

The 2013 Preliminary Budget has been available on the City's website and a paper copy has been at the city hall receptionist area since its adoption in September 2012. City Council has also reviewed the 2013 Preliminary Budget since adoption and has approved additional revenues of \$60,000 and expenditure reductions of \$47,090 in the General Fund Budget. These changes have reduced the preliminary tax levy by \$107,090 for General Fund & Debt from \$4,560,045 to \$4,452,955 or from a 1.4% increase in the levy to a decrease of .97% in the levy over 2012.

Later on this agenda, Council will have the opportunity to consider tax levies and budgets for 2013. Staff is recommending that Council hear and consider input from residents on the 2013 tax levies and 2013 budgets.

Moegerle opened the budget hearing to the public.

Diane Jacobson, 20628 East Bethel Blvd NE, "I am furious. When I came to the City Town Hall meeting and you told me I should be proud we have reduced your taxes. So, when I got my tax statement, I eagerly opened it. My value went down \$763 in market value, but you

increased my taxes.” Moegerle, “The City of East Bethel did not.” Jacobson, “East Bethel did, \$76.33.” Moegerle, “That was the preliminary budget which was an increase of 1.4%. We have now reduced the budget - .97% from last year.” Jacobson, “What is 1% of \$76?” Davis, “There is not always a corresponding decrease in City budgets and taxes.” Moegerle, “Mine went up too, but it wasn’t from the City.”

Jacobson, “As you know, I should not be here, this is my bingo night. I gave up bingo to be here, I am mad. Especially when you made a big deal to tell everyone at that meeting that the taxes were going down.” Moegerle, “We are on schedule to decrease the taxes. I understand that what we approved for the preliminary was an increase of 1.4%.” Jacobson “When will I get a notice of that?” Davis, “The preliminary notice you got, reflected the preliminary budget which increased 1.4%. Due to Council’s actions increasing revenue and decreasing expenditures it is now a decrease of .97%. Your final tax bill from Anoka County which will include City, County and School taxes you should receive in March.” Jacobson “So I won’t know what I am paying until I get that official notice. Thank you for nothing.” Moegerle, “We completely understand your concerns.”

The budget hearing was closed.

Anoka County
Highway
Department
Presentation –
Viking
Boulevard
Overlay

Davis explained the Anoka County Highway Department has been considering options for proposed improvements to Viking Boulevard from Highway 65 west to University Avenue. The proposed roadway improvements are partially located in the area adjacent to the sanitary sewer and watermain along Viking Boulevard that has not been installed. With the remaining portion of the uncompleted segment of the Municipal Utilities as a consideration, Anoka County and MCES began discussions regarding constructing both the roadway and utility projects in a joint effort to take advantage of the opportunity to correct the poor soils conditions in the project area to:

1. Reconstruct that section, delete piling by moving the sewer into the corrected soils area, and thus result in a more reliable and permanent roadway project;
2. Reduced potential future utility maintenance and operation costs; and
3. Reduce future potential utility relocation costs that would be incurred with any future roadway work.

The Anoka County Highway Department executes Joint Powers Agreements (JPA) for all their reconstruction projects. These JPA's define the project and cost, and construction and maintenance responsibilities of the parties. The important item for this JPA is the cost responsibility, which has been defined as a lump sum cost for the County and no cost to the City. S.R. Weidema will perform the mucking work on Viking Boulevard as a change order to their contract with the City and, as such, that requires the City to enter into the JPA with the Anoka County Highway Department.

The City would pay the contractor for the “City” portion of the work, but would invoice the Anoka County Highway Department for reimbursement for this cost. The net result would be no cost to the City and ultimately a \$69,000 credit on the MCES portion of the contract (see agenda item 8.0 B.2 Change Order 7).

Staff recommends approval of the Viking Boulevard Overlay Project Joint Powers Agreement.

Curt Kobilarcsik, Anoka County Project Engineer, “Last time I was up here was for the

County Road 74 project. We are very happy with how that turned out and hope the City is also very happy with how that turned out. We think it is a great safety improvement for the area. For tonight we wanted to give you some background information on the project and discuss the JPA.”

“Originally, this project was scheduled for extending from the railroad tracks to TH 65. It became apparent that it was too large to undertake. So now it runs from University to TH 65. This is scheduled to be a concrete whitetopping project, similar to what we did on the east side of TH 65 on County Road 22. We will mill off four inches of pavement and replace with six inches of concrete. As we got into the geotechnical part of the investigations, we found out that there were some large corrections that needed to be made out at this project. About 1500 feet west of TH 65 we found about 30 feet of unsuitable soils or “muck” as we call it. We were going to excavate and place lightweight aggregate and then place concrete pavement on top. As we started discussing (with MCES) the project, it became apparent that we could end up with a better final project if we entered into a partnership with them. We negotiated with them for months on the best solution for this area and we ended up with a unique partnership with them. We entered into a cost sharing solution. They will excavate it out and backfill with sand material. They will be placing their material on 30 feet of sand. The JPA is required on this project because of our unique relationship with MCES.”

“At west end of project, there are two 12 foot lanes with concrete paving, and eight foot shoulders with bituminous paving. The left turn on 5th Street will be a bypass lane for drivers heading eastbound. Move to east we have a cul-de-sac on Madison Street, this is for the potential closure of Madison Street. We have discussed this at a staff level. We will continue discussions about this. As we get to Crooked Brook, we need to replace culverts and we will replace them with concrete culverts. At Jackson we will put in left turn for west and east bound. Our project stops just before TH 65.”

“We will be holding an Open House on December 18th for the public to discuss any questions they have at that time. Along with this project we will have to close the road to thru traffic. It could be closed up to five months. We will have a detour, County Road 13 to County Road 86 to TH 65. As local residents, I am sure you will find your way on different city streets, but this is for others that may get confused about coming through the area. Construction on muck has to take place over the winter. This will be starting in January, this muck excavation and extending into May or June as well.”

“We are here tonight before you to discuss this JPA. This consists of three components, finalizing design, cost agreement and maintenance agreement. The design we just discussed. There is no cost to the City. We are entering into this agreement because of formalities with MCES. We will be making a payment to the City and then they will reimburse the MCES at a cap of \$1,824,768 for muck excavation and backfill. The MCES contractor will be proceeding with the excavation of that work. There is not a maintenance section in this because there is not a traffic signal, curb and gutter, storm sewer, so that has been taken out of the agreement.”

Moegerle, “In the recitals on page 6 and elsewhere, you indicated that it is agreed that in the layout of Exhibit A dated November 30 has been presented to the City Council. And it was supposed to be attached as Exhibit A and I did not get Exhibit A, along with the rest of the Council. Is what you just presented us Exhibit A?” Kobilarcsik, “Yes, this is Exhibit A. I can forward a smaller version to Jack. I can send a couple different scales to you.” Jacobson, “The little river waterway that starts in upper right, how are we handling that? Kobilarcsik,

“That is off the limits of our project.” Jacobson, “So no one will be disturbing that?” Kobilarcsik, “Not as part of our roadway project.”

Moegerle, “On page 7 the last sentence says, “The City shall provide all City utility easements to the County.” Will there be any easements conveyed?” Kobilarcsik, “We are working through that process now. We will be paying for the right-of-way and easements on this project.” Moegerle, “From the residents or City?” Kobilarcsik, “From the residents.” DeRoche, “At any point will 22 be opened for one lane going each direction like it was on the east side?” Kobilarcsik, “That is a good question. We are still working through that through the details of how we are going to handle that. We may be able to construct this half and half. We need to look at this and see if it is going to be a one way situation or if it can handle two-way traffic. At this point, I would almost assume it will be a one way direction for the local residents. Somewhat of a driveway let’s say.” DeRoche, “Because when 22 was closed on the east side, our City street Klondike took a beating.” Moegerle, “Davis are you satisfied that the detour they have listed will be able to withstand the additional traffic, unlike what Klondike did this year?” Davis, “We have an entirely different situation here. We have two streets that can accommodate this traffic. Both are paved streets and one is a nine ton street. We won’t have the same issues as before and for a lot of people the 13/86 route will be a shorter detour.” DeRoche, “Is that something we can have some extra patrols watch, because lots of times people will put the pedal to ground when this happens at first.” Voss said these are county roads. Davis, “We can certainly ask to have extra patrols.” Kobilarcsik, “We have had a lot of activity in East Bethel this last year and will be for the next year. We do apologize for the inconvenience, but we really think we will have a nice final product at the end of the day.” Voss said you mentioned the public meeting on the 18th. Kobilarcsik, “Yes at Our Saviour’s Lutheran Church.” Voss said that was going to be my next question.

Tom Ronning, Council Member elect, “When they were doing all the test digs for the sewer project, they dug to 35 feet and there was no bottom. So, is there a contingency plan if you don’t hit bottom at 30 feet?” Kobilarcsik, “We would have further discussions with the contractor and MCES at that point. But, right now, we have a lump sum agreement we have reached with the contractor on that portion of the roadway.” Moegerle, “So, assuming that this occurs and you still don’t find bottom at 35 or 40 feet, the City still doesn’t have any payment obligation to this. Correct?” Kobilarcsik, “That is correct.” Davis, “In the recital of the JPA under the costs it says ‘The City is anticipating to not have any cost sharing...’ Could you change that to ‘The City will not have any cost sharing...’” Kobilarcsik, “We can change this, yes. Although I like that word, anticipating.” Davis, “Also, in Article VII, it says prior to City payment to the County. If we could strike that.” Kobilarcsik, “That is a good catch. I will change that to County payment to the City.”

DeRoche made a motion to approve the Viking Boulevard Overlay Project Joint Powers Agreement. Voss seconded with the changes. DeRoche amended his motion to approve the changes. All in favor, motion carries.

Public Forum Moegerle opened the Public Forum for any comments or concerns that were not listed on the agenda.

Andy Westerberg, Anoka County Commissioner, “I just wanted to stop out and say a few things. The County is in great shape, we are doing incredible things. We are doing great things in East Bethel, the roads are in great shape. County Road 22 on the west side is beginning in January. I’m excited about that. It is going to bode well in getting where East Bethel wants to be. The speed study is critical on 22 and I would strongly support you doing

that. It will come before our next public works meeting at the County and I will be sure to support that. I am happy that the project on County Road 74 is done, and be sure and let your County Commissioners know if it is working well or not or if you are finding problems in other areas. I want to encourage you, as a City Council, to be concentrating on transportation issues. Consider paying attention to service roads throughout the City on the east and west side of Highway 65. It will be critical to the traffic here in your City. And, I think, you really want to emphasize that particular item and work towards improving that particular area.”

“As far as your City Council goes, you are doing an incredible job. Every single one of you and your staff. You are the ones in front and you are doing a good job of leading for your City and I appreciate that. It has been a pleasure to work for you as your County Commissioner. I want to encourage you, in the future, to continue to do that where you get that team, working together, the legislators, county commissioners, Met Council. Get them in here and get them active and to take ownership that this is a community that they are responsible for. That way you can continue to promote your City and get it to where you want it to be. The other thing you want to do is maximize your assets. System of transportation, having those two wonderful golf courses, having the biggest and best lake in Anoka County with Coon Lake. Continue to maximize your assets to help your City grow.”

“It has been a pleasure and an honor to serve as your County Commissioner over the last two years, I have really appreciated it. I have come to know a lot of you and I respect you and the job you are doing. I did not win re-election, so I will not be here as of January 1st, but I want you to know I will work very hard with the incoming commissioner to make sure there is smooth transition in helping your City to succeed.” Moegerle, “Thank you for your service, you have been at so many meetings and I appreciate all your help.” DeRoche, “Thank you for all your help.”

Ron Koller, Council elect, 18461 Jackson Street NE, “If any of you have driven down Jackson Street recently, they have pretty much finished the road other than the last overlay. And then they have put signs up and more signs up and more signs up.” Moegerle, “What kind of signs?” Koller, “You name it. Most of the people on Jackson Street have large driveways. In the twenty years I have been there, I have never really seen (every once in a while), there is a car parked in the street. Now, there is at least thirty ‘No Parking’ signs. It really looks terrible and I realize it was more taxpayer’s money. And they are putting up signs for a problem that never did exist. And it was a waste of money.” Jochum, “Unfortunately, it is a state aid route and to get state aid money, there are certain standards and you have to put up ‘No Parking’ signs.” Voss asked for how long. Davis, “That is something we can examine.” Jochum, “I appreciate the resident’s patience on that project. The mailboxes were supposed to go up Monday and the posts were all defective. We sent them back to fabrication and by Friday they should be back.” Koller, “They are all up.”

There were no comments so the Public Forum was closed.

Consent Agenda

Moegerle, “I believe the city attorney wanted to pull Item D) Joint Powers Agreement between Anoka County the Municipalities, Townships and School Districts in Anoka County to Allocate for Election Expenses?” Vierling, “Yes, I did.” **Voss made a motion to approve the Consent Agenda including:** A) Approve Bills; B) Meeting Minutes, November 21, 2012, Regular Meeting; C) Meeting Minutes, November 21, 2012 Work Meeting; ~~D) Joint Powers Agreement between Anoka County the Municipalities, Townships and School Districts in Anoka County to Allocate for Election Expenses;~~ E) Pay Estimate #17 for S.R. Weidema, Inc. for the Phase 1, Project 1, Utilities; F) Pay Estimate #9 for Municipal Builders, Inc. for Water Treatment Plant No. 1; G) Pay Estimate #2 for Rum River for

Jackson Street Reconstruction; H) Resolution 2012-71 Advanced Funding for Municipal State Aid Streets. **DeRoche seconded; all in favor, motion carries.**

Item D - Joint Powers Agreement between Anoka County the Municipalities, Townships and School Districts in Anoka County to Allocate for Election Expenses;

Vierling, “just a small technical amendment. There is a provision in Section 17 that requires the City to indemnify, as other members do, in the event of liability. And checking with the League of Minnesota Cities Insurance Trust we want to add a provision that any indemnity would be within the City’s existing insurance policy. I have checked with Council from the County and I don’t think they are against that. So, with that amendment, that should be able to be passed and go forward.” Moegerle, “And that will go for all the other thirty cities that are signing this probably? Did you inform them?” Vierling, “It is applied in a global provision for all, so I assume that is the intent, yes.”

Moegerle 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 amended by the city attorney. Motion failed for lack of a second.

Tom, Anoka County Attorney’s office, “We are not intending on amending the agreement that is before the Council. Is that correct?” Vierling, “No, I intend to amend it. Just to add the one provision to limit the indemnity to the scope of the City’s insurance coverage. I thought, when we talked earlier you understood that. But perhaps you didn’t.” Tom, “No, I thought you were talking about leaving it on the consent agenda as it was and amending your policy with the League of Minnesota Cities. This is not been an issue raised by the other cities. This has not been a concern. It would have to actually go back before the County Board and then also go back before all the cities. I am not exactly sure that the County would be willing to do that at this point. That has not been the direction I have been given in regards to this. The way that it stands right now is it is either an up or down agreement between the County and the City. If not, we are going to have to go back to square one and it might be that the City of East Bethel is without a Joint Powers Agreement with Anoka County.”

Moegerle made a motion to table Item D) Joint Powers Agreement between Anoka County the Municipalities, Townships and School Districts in Anoka County to Allocate for Election Expenses so we can get this resolved and we have some clarity on direction from our city attorney. DeRoche seconded; all in favor, motion carries.

Planning Minutes

Davis explained that the Planning Commission Meeting Minutes from November 27, 2012 are for your information and review.

Interim Use Permit – Home Occupation at 23310 Monroe Street – Jeff

Davis explained that the property owner/applicant is requesting an IUP for an asphalt maintenance/equipment sales business for the parcel located at 23310 Monroe St. NE. This application is similar to a temporary IUP that was granted to Gordon Hoppe at 189th Avenue for an excavation business on February 4, 2004. At the time of approval of Mr. Hoppe’s IUP, there were three employees, not counting Mr. Hoppe, working from that residence and his business traffic accessed the property through a residential area.

Kirkeby of Pavement Resources

Mr. Kirkeby’s business would generate a lower volume of traffic and the traffic from the business would flow directly to Jackson Street, a Municipal State Aid and a City arterial street. There would be no traffic through a residential area from Mr. Kirkeby’s business.

Mr. Kirkeby is making a legitimate attempt to comply with the Home Occupation Ordinance while seeking an alternate location for his business within the City. Mr. Kirkeby employs two

full time and five part-time employees at this location. However, upon relocation of the home occupation to another site, the number of employees will be reduced to less than the stipulated amount required by the Home Occupation Ordinance. For this reason, it was Planning Commission's recommendation that Mr. Kirkeby could be temporarily accommodated by restricting his home occupation business to require that no new employees would be operating from this address.

Mr. Kirkeby is requesting the IUP for this address to comply with City Ordinance to legally operate his business while he seeks another location outside a residential zone for Pavement Resources. Upon relocation to a new site, Mr. Kirkeby proposes to continue to utilize the Monroe Street address for equipment storage inside his existing facility.

Since the property is located in the shoreland district, Mr. Kirkeby will be required to have a septic compliance inspection. According to state building and fire codes, a Certificate of Occupancy is required when the occupancy of a commercial building is changed. Mr. Kirkeby will be required to comply with state building and fire codes. Satisfactory compliance will be determined by the fire and building departments.

Home occupations are a permitted use in the Rural Residential District, as long as the applicant can meet the requirements of the City Code and complies with the conditions of the IUP. This proposed home occupation will meet requirements of the ordinance if the IUP conditions are approved. In the event the conditions are not being met, the IUP would be revoked.

Planning Commission recommends approval to City Council for an Interim Use Permit in the RR- Rural Residential District for an asphalt maintenance/equipment sales business for the property known as 23310 Monroe St. NE, East Bethel, PIN 31-34-23-13-0013 with the following conditions:

1. Signage must comply with East Bethel City Code, Chapter 54, which states "for home occupations, one identification sign is permitted, and the sign shall not exceed two square feet." Signs must be placed on the business property as directional signs are not allowed.
2. The structure must be inspected by the Fire Inspector on a yearly basis.
3. Business street parking shall be prohibited and business parking must be on the driveway.
4. The Interim Use Permit shall expire at the time the property changes hands and/or any of the prescribed stipulations have been violated.
5. Conditions must be met and an IUP Agreement executed no later than 30 days from the date of City Council approval of the IUP. Failure to comply will result in the revocation of the IUP.
6. The IUP will be issued for a period of one year from the date of Council approval. The IUP could be renewed for an additional term with the limits and conditions subject to City Council approval.
7. There will be no expansion of the current accessory building on the site.
8. There will be no additional employees utilized in the business from this site.
9. No additional equipment can be exteriorly stored on the property.
10. Outside storage is limited to essential business related material and personal possessions and is to be in compliance with Ordinance, 26-40, 26-52 and 26-110.
11. Business must not emit odors or noise to the extent that surrounding property owners are affected with the exception of vehicle back up alarm systems.

12. Hours of operation shall be from 6 a.m. to 7 p.m.

Moegerle, "One of the things I noticed is the hours of operation are 6 a.m. to 7 p.m. and you said in the Planning Commission meeting you don't start until 8:00 a.m.?" Kirkeby, "We leave in our vehicles to do the work off-site and sometimes we do leave at 6:00 a.m. or 7:00 a.m. in the morning. But we try not to run equipment in the yard area until 8:00 a.m." DeRoche, "You made reference to Mr. Hoppe. Was that because you see this going down the same road as Mr. Hoppe and having the same issues?" Davis, "The only reason I reference this is because the Home Occupations states that you can only have three employees including the owner. The reason I referenced Mr. Hoppe is because this was an IUP that was approved previously that exceeded this number. Mr. Kirkeby currently employs two full time and five part time people. City Council has previously approved the number of people that were permitted by ordinance." Moegerle, "I give you kudos for coming forward and getting your home occupation permit. A lot of people don't do that." Davis, "At the Planning Commission meeting, Mr. Kirkeby's immediate neighbor came and said he had no issues with him having an IUP for one year. He said he had been very cooperative with him about curbing any noise. Another neighbor also came and said he had no issues. This is entirely different." DeRoche, "The roads are able to handle this?" Davis, "These are MSA roads."

Moegerle made a motion to approve the request of Jeff Kirkeby for the property at 23310 Monroe Street NE, East Bethel, MN (PIN 31 34 23 13 0013) for an Interim Use Permit/Home Occupation in the RR- Rural Residential District for an asphalt maintenance/equipment sales business with the following conditions: 1) Signage must comply with East Bethel City Code, Chapter 54, which states "for home occupations, one identification sign is permitted, and the sign shall not exceed two square feet." Signs must be placed on the business property as directional signs are not allowed; 2) The structure must be inspected by the Fire Inspector on a yearly basis; 3) Business street parking shall be prohibited and business parking must be on the driveway; 4) The Interim Use Permit shall expire at the time the property changes hands and/or any of the prescribed stipulations have been violated; 5) Conditions must be met and an IUP Agreement executed no later than 30 days from the date of City Council approval of the IUP. Failure to comply will result in the revocation of the IUP; 6) The IUP will be issued for a period of one year from the date of Council approval. The IUP could be renewed for an additional term with the limits and conditions subject to City Council approval; 7) There will be no expansion of the current accessory building on the site; 8) There will be no additional employees utilized in the business from this site; 9) No additional equipment can be exteriorly stored on the property; 10) Outside storage is limited to essential business related material and personal possessions and is to be in compliance with Ordinance, 26-40, 26-52 and 26-110; 11) Business must not emit odors or noise to the extent that surrounding property owners are affected with the exception of vehicle back up alarm systems; 12) Hours of operation shall be from 6 a.m. to 7 p.m. DeRoche seconded; all in favor, motion carries.

Zoning
Interpretation
Request for
Jeff Kirkeby
of Pavement
Resources
at 21461
Aberdeen

Davis explained that Pavement Resources is a local company that is owned by Jeff Kirkeby and operates out of a residence at 23310 Monroe Street NE. Pavement Resources is a full service asphalt repair and maintenance company, serving Minnesota and Western Wisconsin and their specialty service is spray injection pothole and asphalt repair.

Mr. Kirkeby's business has expanded to the point that his residential location can no longer accommodate his needs and is seeking a location that will be compatible with his operation and permit the necessary space for the expansion of his business.

Street Zoning Request

Mr. Kirkeby is considering the property located at 21461 Aberdeen Street for his business. As part of his operation, Pavement Resources would utilize a portion of the parking area at the rear of the building to construct a detached accessory structure. Mr. Kirkeby would also be involved to some degree in retail sales and services at this location with his sales of de-icing products, equipment rentals and his offering of small engine repair service.

Staff and the Planning Commission have determined that this is a permissible B-2 use as the business does provide office offerings and some retail sales. However, there is an existing and screened parking area at the rear of the building that would be needed for overnight parking of trucks with over a 12,000 GVWR. City Code, Section 24-1, provides that vehicles over 12,000 GVWR are not exempt from exterior storage requirements. Since this is a parking rather than a storage issue, this can be addressed by consideration of a CUP to address this matter.

The use of this property by Mr. Kirkeby will convert a blighted and distressed commercial building into a use with an attractive store front, utilize a vacant building for a commercial property use and retain an existing business within the City.

The Planning Commission endorsed staff's interpretation that the business, as presented, is a permissible B-2 use and that if Mr. Kirkeby obtains the property he would be required to comply with the following conditions:

1. Obtain a CUP to address the parking issue in the rear of the building within a year from the date of purchase, and
2. Construct a proposed accessory building to house materials for business use within one year from the date of purchase.

Staff is requesting Council approval of the Planning Commission's recommendations.

Kirkeby showed pictures of what the property currently looks like and what he would like to do to clean it up if he is allowed to run his business from the property. Moegerle, "I attended the Planning Commission as the liaison and there was discussion about whether and how this might meet our code requirements, and there was discussion how this might meet our Code as 'Section O' as approved by Council. Also, it might fit as 'Office,' generally, because it would be his office. He would store materials and park vehicles there." Kirkeby, "That is correct." Davis, "There will be a certain amount of retail sales from this building. It would not be the primary source of Mr. Kirkeby's business, but there would be some offerings of some retail sales."

DeRoche, "To what extent are we talking small engine repairs?" Kirkeby, "General repairs, tune-ups, maintenance, things like that. Snow blowers, ATV's, things like that." Moegerle, "Is that a sideline or a mainline?" Kirkeby, "Sideline." DeRoche, "To what size? I am asking because I actually did this for about forty years. The small engine business can get irritating to neighbors. Constant running of chainsaws and motors. You can't run the stuff inside all the time. You have oil, some have transmission fluid, fuel. Are you permitted by the County to store that stuff?" Kirkeby, "I don't currently own the property, so that is something I would have to check into. If you are asking what percentage of the business it is, right now it is less than 1% of my business." Davis, "Mr. Kirkeby would be required to

comply with any ordinances regarding noise, nuisance. Anything the county required regarding hazardous waste material he would be required to obtain a permit for that.”

Voss asked under recommendations; the first one is to obtain a CUP to address the parking issue at the rear of the building? Davis, “There is an area at the rear of the building that is a parking area. Planning Commission’s interpretation of this was it falls under storage so our thought was he would get a CUP to address this. Make it clarified to what it was and set the conditions for it. In my opinion, storage is something that could be done for a day, a month or a year. In this case, the parking would be done for overnight. What I would request, and Mr. Kirkeby is requesting, that this is an agreement that a permissible B-2 exists, so then he can go ahead and conclude or start his applications for the acquisition of the property and then get the CUP to define the way the parking will be handled in the rear of the building.” Voss said I ask because it seems out of the ordinary that we approve something and then they come back to get something additional or the permit. Moegerle, “This is just on the agenda for the interpretation that this falls into the B-2 zoning. I know that one thing that came up during our Planning Commission meeting was the distinction between ‘parking’ and ‘storage’ and I don’t think our ordinances are very clear on this and think in the beginning of the year we need to make our ordinances more clear.” Davis, “After thinking this through, Mr. Kirkeby would probably want a CUP because that would define what could and couldn’t be done there.” DeRoche, “But a CUP stays with the property even if he leaves.” Davis, “It is currently a parking area. It was a HVAC contractor, and prior to that it was a Vet Clinic. Parking and storage are two totally different items.”

Voss asked to explain a little more about the proposed accessory building. Davis, “As part of Mr. Kirkeby’s work he has to use some chip rock. We didn’t want this stored outside, so he has agreed to build an accessory building to store this material. The screening on this property is really good. On the east there is an existing tree line. The accessory structure would have to meet City requirements.” DeRoche, “Again I am going to beat up on the small engine stuff. It is by the daycare center. If it gets too noisy, because of the kids, they have been there for a long time and they shouldn’t have to complain.” Kirkeby, “The small engine part I just started up as an off-season thing. It is not something I anticipate doing year-round. It is more of an off-season thing to keep my employees busy. Right now, I will shut the small engine business down for the majority of the season, but want to keep my employees busy year-round.” Moegerle, “From the pictures you have shown us, it looks like the small engine side, or retail side would be on the back side, or as far away from the daycare as possible.” Kirkeby, “It is several hundred feet from the daycare and on the far side of the building.” DeRoche, “I’ve got to ask because I represent everybody and I wouldn’t like a situation coming into my neighborhood that would create a problem.” Moegerle, “We had two residents appear for home-based occupation and they had minimal concerns. They really only had concerns about the trucks backing up and the noise from that.” DeRoche, “Yes, but that was on the other site. They did not indicate about the small engine repair creating noise.”

Moegerle made a motion to approve the zoning interpretation of a permissible B-2 use as applied for by Jeff Kirkeby for his business known as Pavement Resources at 21461 Aberdeen Street, East Bethel, MN as described herein. If Mr. Kirkeby obtains the property he would be required to comply with the following conditions: 1) Obtain a CUP to address the parking issue in the rear of the building within a year from the date of purchase, and 2) Construct a proposed accessory building to house materials for business use within one year from the date of purchase. Voss seconded.

DeRoche, “This CUP would be for how long?” Moegerle, “This is not a CUP. That will

come up after he purchases the property.” DeRoche, “If he buys the property based on what we are saying tonight, we are pretty much saying we will give him a CUP.” Davis, “The CUP could be approved or declined when it comes before you. I would think, though, in this situation it could be justified. But here again, that is a separate issue that will be brought up. Mr. Kirkeby can make application to the Planning Commission and they can make a recommendation to the Council.” Vierling, “The CUP would be limited to exterior activities.” **All in favor, motion carries.**

Lampert
Lumber
Property Use
Request -
1542 221st
Ave.

Davis explained that there are two potential purchasers of the property at 1542 221st Ave. that have requested both the City Council and the Planning Commission to consider the approval of their proposed use of this property.

One of the purchasers, PVS Auto Parts, is proposing to purchase the property and use the existing buildings for storage of used automotive parts. This purchaser has indicated that there will be no exterior storage on the property.

The other potential purchaser, Mr. John Buzick, has proposed to utilize the property as offices for used car dealers to meet the state requirements for licensure. His proposal features multiple dealer offices with stalls to display up to 5 vehicles per office. This individual stated that most of the dealers who would occupy the offices are usually only present once a week to perform paper work required by the State.

Since neither of these uses would be a new development but a continuation of a use of a non-conforming lot of record, the requirements for the Business Overlay District that are part of this zone would not be applicable. The requirements for a minimum lot area of ten acres for lots without water and sewer do not apply as this is only a change in an existing use and does not involve a new development.

This property is zoned B-2 and per the zoning code open sales lots are not listed as a permitted use within this classification nor is exterior storage permitted that exceeds 100 SF. This would seem to exclude the use proposed by Mr. Buzick. The question that needs answered in regard to PVS Auto Parts’ purchase of the property is if the requirements for the B-2 zone can regulate what can be done inside a structure if there is no selling of goods or services on the premises and there is no exterior storage on the site. In other words, with the exception of the removal of any structurally unsound buildings and some cosmetic treatment of the remaining structures, the site would remain as it currently exists under the PVS proposal. With that being said, would there be any difference between the use of the site as it is and its use if purchased by PVS Auto.

The City Attorney has provided an opinion that indicates that the proposed PVS usage of the property may be permitted if there were some service performed on the site and a CUP for this activity is approved by City Council.

While neither of these uses is a traditional B-2 activity or specifically listed as permissible use in the Zoning Code, there may be exceptions as noted above for consideration for approval of their use, particularly the PVS proposal. One other item that relates to this issue, while a non-zoning matter, is the need to address the issue of vacant commercial properties and determine if it is in the City’s best and long term interest to accommodate certain interim types of compatible uses (consistent with the development goals of the City), that fill store fronts with business activities that add value to the City and prevent the further deterioration and blight of vacant commercial properties.

The Planning Commission recommended that it is in the best interest of the City to permit PVS Auto to move forward with the consideration of PVS Auto as a permissible use with no additional intensification of the use of the site. The Planning Commission considers this a conditional use in B-2 under Section 46-4 O., "Other uses similar to those permitted in this section with some aspects of office use or retail sales as determined by City Council". The Planning Commission recommended that the final determination of the B-2 use be determined City Council.

Staff recommends that the proposed PVS Auto Use of this property be considered a permissible B-2 Use with the condition that PVS Auto maintains an office presence on site with hours of operation that do not exceed those permitted under City Ordinance and obtains a CUP that addresses exterior storage on the site and any other issues that relate to uses in this zoning classification.

Harlan Meyer, "The presentation that the city administrator just read to you is pretty much what they intend to do with the property. From the outside observer there is little activity at all. An office maintained." DeRoche, "If there is no exterior storage, why do they need a CUP for exterior storage?" Davis, "They don't need a CUP for exterior storage, we need a CUP to set terms for the use of this property. Basically, it would state 'In order to qualify for B-2 qualification, that there be office hours established' or any other terms we wish to apply to this situation." Meyer, "Am I correct in assuming that a CUP already exists?" Davis, "No, it does not, it would have to be applied for." Meyer, "Or is this use even a consideration, because there would not be a change of use in the property, besides it will be maintained in a higher use than it is now?" DeRoche, "Well what is the continuation use of a non-conforming lot of record? Voss asked do we not have a provision of continuing use of non-conforming properties if they are not used in that manner for a period of a year? Vierling, "It basically lapses after a year. So, the fact that you have a non-conforming prior use, if it has been discontinued for more than a year they have to prequalify under the rule."

Moegerle, "Is that going to be a problem with this property?" Voss said the comment that this is a continuation; it really cannot be a continuation. Davis, "That is the other side of the coin, if this doesn't apply, then they will move on and address it under a CUP." Vierling, "What they would have to do is re-apply if the Council reads the ordinance that way. If they locate on the property with a sales office and then they allow the exterior storage of these vehicles as part of the use of that office." Moegerle, "There is not going to be any outside storage of vehicles at all." Vierling, "Maybe I misunderstood. So, this is entirely maintained within the buildings?" Moegerle, "Yes, for this use." Vierling, "If entirely contained and have an office, you can permit it as an office." DeRoche, "One thing I have a problem with is our experience with a CUP we gave was going to be a limited business and it has turned into much more than that. It makes us more cautious." Davis, "That was an IUP. The situations are somewhat similar, but there are distinctions. We have made contact with the party and we will address the other issues with them to get them in compliance." Moegerle, "Do you have sufficient direction from us or do you need a motion?" Davis, "Think the buyer needs some kind of indication from the city."

Voss made a motion that, based on the use that has been presented by PVS Auto, the City Council recognizes it is consistent with the B-2 zoning, understanding that the primary use is office use with storage within the buildings at 1542 221st Avenue NE. Anything else will have to come back to Council for review. Moegerle seconded. DeRoche, "I will not approve any outside storage." All in favor, motion carries.

Change Order No. 7 – S.R. Weidema

Jochum explained that the County plans to reconstruct Viking Boulevard from Highway 65 to just west of 5th Street. The County and MCES have negotiated an agreement which will allow placement of the sanitary sewer on granular fill which in turn would eliminate the proposed pilings from the construction. Also the east crossing of the utilities would be constructed by open cut instead of jacking.

S. R. Weidema and MCES are requesting consideration of the attached change order for the Phase 1 Project 1 Utility Improvements. In general, the change order deductions include eliminating the proposed sewer pilings and the jacking of the utilities across Viking Boulevard. The contract additions include removal and replacement of the peat soils with granular fill and placement of the utilities across Viking Boulevard with open cut.

The following is a summary of the contract changes included in Change Order No. 7:

Change Order No. 7:

Total Additions:	\$3,338,967.90
Total Deductions:	-\$ 924,309.72
County Contribution:	<u>\$1,824,768.00</u>
Total Adjustment:	\$ 589,890.18

Cost Apportionment:

City of East Bethel	-\$ 69,646.43
MCES:	<u>\$ 659,536.61</u>
Total Adjustment	\$ 589,890.18

The change order items are discussed in further detail in Attachments 1 and 2.

Change Order No. 7 results in a net increase of \$659,536.61 to the MCES Contract and a net decrease of \$69,646.43 to the City Contract. The total Contract adjustment would be an increase of \$589,890.18.

Staff recommends Council consider approval of Change Order No. 7 to S.R. Weidema with a net increase of \$659,536.61 to the MCES Contract and a net decrease of \$69,646.43 to the City Contract. The total Contract adjustment would be an increase of \$589,890.18.

DeRoche made a motion to approve Change Order No. 7 to S.R. Weidema. Voss seconded; all in favor, motion carries.

Resolution 2012-72 Approving Final Budgets for the General Fund, Service Funds, Special Revenue Funds, Capital Project Funds, and Proprietary

Davis explained that a draft budget was submitted to Council on June 30, 2012. Throughout the summer Council discussed various aspects of the 2013 Budget. The 2013 preliminary budget was adopted on September 5, 2012.

The following represents decreases to the 2013 Preliminary General Fund Budget due to City Council review and additional information received after the Preliminary Budget was adopted. These changes reduce the 2013 General Fund budget by \$47,090.

Central Services and Supplies, Item 101-48150-421, laser fiche scanner	\$1,200
Fire Department, 101-42210-214, Clothing and Uniforms	\$2,100
101-42210-434, Training	\$2,000
City Administration, 101-41320-433, Dues and Subscriptions	\$1,000
Planning and Zoning, 101-41910-431, Equipment Replacement Charge	\$1,000

Funds for	Risk Management, 101-48140-307, Professional Service Fees	\$1,500
2013	Engineering, 101-43110-302, Engineering Fees	\$2,000
	Park Maintenance, 101-43201-103, Part Time Employee	\$6,290
	Trails Capital Fund, Proposed Annual Transfer from the General Fund	\$5,000
	Parks Capital Fund, Proposed Transfer from the General Fund	<u>\$25,000</u>
	Total	<u>\$47,090</u>

These changes to the 2013 Preliminary General Fund budget result in a decrease in expenditures of \$31,765 over the 2012 budget. Projected expenditures for 2013 are below 2012 adopted levels by .66%.

General Fund revenues were increased by \$60,000 due to the contract for Building Inspection services with the City of Oak Grove. This revenue increase of \$60,000 and the above mentioned \$47,090 reduction in expenditures is reflected in the budget resolution presented for your approval.

Budgets for Special Revenue Funds, Capital Project Funds, Enterprise Funds and Internal Service Funds were presented and also discussed by Council at meetings in July, August and September.

Summary

With the changes noted above, the City tax levy for General Fund activities would decrease .66% from pay 2012 to pay 2013.

These budgets establish the City's legal level of spending within the respective funds.

Staff seeks approval of Resolution 2012-72 setting the final budgets for 2013.

Moegerle made a motion to adopt Resolution 2012-72 Approving Final Budgets for the General Fund, Service Funds, Special Revenue Funds, Capital Project Funds, and Proprietary Funds for 2013. DeRoche seconded. Voss, nay; DeRoche and Moegerle, aye; motion carries.

Resolution 2012-73 Approving the Final Tax Capacity Levy and	Davis explained that the Council, through discussions at several City Council meetings throughout the summer and fall, has determined that a property tax levy for 2013 be set such that funds are available to accomplish the goals and objectives Council has identified. To make provisions for these goals and objectives, a General Fund levy of \$4,123,317 is necessary.
Referendum Market Value Levy for the General Fund and Debt	To service existing debt, a tax capacity based debt levy of \$180,000 is necessary to make principal and interest payments on the 2008 Sewer Revenue Bonds. Further, a market value based levy of \$149,638 is necessary for principal and interest on the 2005 Public Safety Bonds that were issued for the Fire Station and Weather Warning Sirens projects.
Service Funds for 2013	When the debt service levy of \$329,638 is added to the General Fund levy of \$4,123,317, the total levy amount proposed is \$4,452,955. This represents a .97 percent decrease from the 2012 total levy amount.

Resolution 2012-73 provides for the property tax levy required for the current spending proposed for the General Fund and the debt service requirements of the 2008 Sewer Revenue Bonds and the 2005 Public Safety Bonds.

Staff recommends approval of Resolution 2012-73 setting the final property tax levy for 2013 and direction this resolution is forwarded to the Anoka County Auditor.

Moegerle made a motion to adopt Resolution 2012-73 Approving the Final Tax Capacity Levy and Referendum Market Value Levy for the General Fund and Debt Service Funds for 2013. DeRoche seconded. Voss, nay; DeRoche and Moegerle, aye; motion carries.

Resolution
2012-74
Approving the
Final
Economic
Development
Authority
Property Tax
Levy and
Budget for
2013

Davis explained that the East Bethel City Council passed enabling Resolution No. 2008-83 establishing the East Bethel Economic Development Authority (EBEDA) on July 16, 2008. Resolution No. 2011-27 amending Resolution No. 2008-83 was approved on August 17, 2011 and limited the powers of the EBEDA to levy a tax within the City of East Bethel.

EBEDA has become an active board addressing economic planning, marketing and improving the economic vitality within the City. In order to accomplish these goals the EBEDA requires financial resources.

The EBEDA is a special taxing district and the City of East Bethel is authorized by Minnesota Statute 469.107 to levy a tax in any year for the benefit of the authority. The tax must not be more than 0.01813 percent of the taxable market value.

The maximum levy allowed for pay 2013 taxes is \$144,670 (East Bethel Taxable Market Value of \$797,957,993 X 0.01813%). The resolution presented for your approval provides for the maximum tax levy for pay 2013.

The final tax levy must be submitted to Anoka County by December 28, 2012.

Also attached is the EBEDA budget for 2013. The EBEDA has reviewed the budget.

Staff recommends adoption of Resolution 2012-74 approving the final EBEDA property tax levy and proposed budget for 2013 at \$144,670. Further, that a copy of the approved resolution be transmitted to the County on or before December 28, 2012.

Moegerle made a motion to adopt Resolution 2012-74 Approving the Final Economic Development Authority Property Tax Levy and Budget for 2013. DeRoche seconded; all in favor, motion carries.

Electronic
Reader Board
Design

DeRoche made a motion to table the Electronic Reader Board Design until we get better designs. Voss this is what you asked for last time isn't it? DeRoche, "There is not a \$20,000 addition on this?" Moegerle, "I may agree with you, but let's hear the presentation." **Motion fails for lack of a second.**

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 has been directed to work with DeMars Signs to create additional designs with upgraded architectural elements around the support poles and the upper sign cabinet. Staff has also been directed to provide an option that included moving the support poles to the

outside of the sign cabinet. This option would require removing one existing pole and installing one new pole and footing. Attachment #1 is a basic rendering of this upgraded design and would cost approximately \$94,289. Additional costs could be incurred depending upon the soil types encountered while placing the new footing and the depth of the water table.

Attachment #2 includes boxing in the lower four feet of the sign foundation with stone veneer and wrapping the remaining pole sections with stone veneer. The added stone quantities would require additional funding above the approved bid.

Staff recommends option #2 and that would require \$10,000. DeMars has been awarded the contract at the last meeting.

Davis, "We did approve at the last meeting for them to take down the reader board, and the bid. In essence, they have been awarded the contract so we do have to work with them and through them for a sign design and the architectural and exterior treatment of the poles. We can ask them to do some additional work, refine their proposals. I would recommend if you are not happy with that, let's sit down with Nate and I and sketch out what we want and get that to them so we can finalize how this is to be treated."

Voss said these are alternatives to what we had last meeting; it would be nice if we had those to compare them to. Alternative #1 came out of a comment and #2 came out of another suggestion. Moegerle, "We have this 'swoosh' on the website and while we haven't finalized the website, it would be nice if it matched on the reader board and website and then used it as a branding element. I think getting together with DeMars is a good idea." Davis, "I think we have the basic idea of what we are looking for." Voss said it would seem that the alternative #1 design is not possible because of the cost.

Moegerle made a motion to table the Reader Board Design with direction for staff and Council to get together with DeMars to come up with a good design. Voss asked how long will it take once we make up our mind to construct the sign. Davis, "Eight to ten weeks. Probably not until spring time." **Voss seconded.** Davis, "If Moegerle and DeRoche could come and we could send it to Council in an e-mail." **All in favor, motion carries.**

MCES
Contract
Amendments

Davis explained that of MCES charges for the City obligations for the Municipal Utilities Project. As a result of the meetings, the MCES acknowledges that the City is facing financial challenges relating to our water/sewer bond repayment schedule and as such, the MCES has agreed to offer the following adjustments to the current agreements to address these concerns:

1. Wastewater Service Agreement
 - a. MCES has proposed to move back the initial year for SAC collection from 2012 to 2013, since the wastewater reclamation facilities are scheduled for completion in fall, 2013.
 - b. MCES has proposed to modify the forecast growth rate for calculation of a payment schedule for debt service and capital costs. Under this proposal the projected annual SAC goals would be reduced in half, beginning in 2013 and that reduction would continue forward through the life of agreement. The annual increase for this proposal would increase at the rate of 17% annually as opposed to the current schedule of 10.6%. This change in acceleration of the increase is not related to the economic growth rate in the City but merely accounts for the MCES requirement to achieve the final numbers on the

- schedule adjusted for the change as proposed.
- c. MCES is proposing to “grandfather” the Village Green Mobile Home Park into the system if the City can acquire their treatment facility. The owners of the facility have indicated a genuine interest in pursuing this proposal. A meeting with the owners will be scheduled for the week of November 4th for the purpose of obtaining their commitment to an agreement to transfer the Village Green Sewer Treatment Facility to the City of East Bethel under terms satisfactory to both parties.
 - d. The 2013 SAC rate can remain at \$3,400, increasing approximately 3% annually. Alternately, MCES has proposed to reduce the 2013 SAC rate to \$3,000, increasing 3.7% annually or reduce the 2013 SAC rate to \$2,600 with 4.8% annual increases; As previously discussed if we reduce this it will take until 2028 to reach the substial goal rate.
2. Construction Cooperation and Cost Sharing Agreement
The cost sharing for trunk sewer benefit (\$2,200,000) currently has a graduated payback schedule over 30 years. To assist the City through its near-term financial constraints, MCES has proposed to amend the agreement to defer City repayment for 10 years (interest would accrue, however). Under this proposal the City would elect in 2017 to begin the 5 year deferment with payments due in 2018 or chose the 10 year deferment on payments to begin in 2023. If the City does not select either option, the principal and interest due in 2014 will be \$117,245.11 based on the hypothetical level amortization schedule. This is a system operational cost and would be separated into an Enterprise Fund. Only until we have the revenue/expense balances for 2013 for this item will be able to determine if this will be a deficit for consideration in the 2014 budget.

The purpose of the modifications of the MCES proposal is to allow the City some initial relief in the financial obligations of the first few years of our contract. There is a cost to the deferment of payments for the cost sharing of trunk sewer benefits in terms of additional accrued interest charges. These costs would ultimately be passed along in the form or higher user charges or SAC and WAC fees if the pace of growth does not exceed the goals in the schedules that would allow keeping interest and principal payments current. The following are the additional interest charges that would accrue if the City chose to accept Option #2 as described above:

- a. Defer payment to 2018 results in an increased interest payment of \$284,436 over the life of the project; and
- b. Defer payment to 2023 results in an increased interest payment of \$585,628 over the life of the project.

If the City can afford to pay down the interest payments, these should be made in the year due. It would be in the City’s interest to accept the change in the SAC rate reduction fee to \$2,600. Even though the SAC charges would rise from the proposed 3% annual rate to 4.7% per year, it would take until 2028 for these rates to equalize and at the end of 2030 there would only be a difference of \$140 between the two. The reduction in the SAC rate would place the City in a more competitive position in relation the charges of surrounding Cities with urban rates and provide a direct cost savings of \$800/ERU for those businesses that are required to connect in 2013.

A request for interest rate adjustments on our loans as has been presented to MCES with the

submission of the final proposal for the Village Green Wastewater Treatment Plant purchase. This should be completed by January 2013.

Staff recommends Council consider approval of these adjustments and pay down the principal and interest of these charges in each year due as is financially feasible.

Moegerle, "What is the status of the discussions with Village Green?" Davis, "They are ongoing. I sent an update at the beginning of the week. The terms they proposed to the City were not in our best interest. We will have a meeting with them next week to see where we are with this." DeRoche, "I prefer to table this until we have a new Council in January. A full Council to make this decision." Moegerle, "Do you need an indication on this tonight?" Davis, "Met Council has asked that we give them an indication on this. If we tell them it will be the first week in January, I think they will accept this." DeRoche, "Seeing as how we are supposed to have five members here, and this is a pretty big decision, we should have all five here." Moegerle, "I think this is something everyone should be on the record for." Voss asked did you not already have a discussion on this? Moegerle, "Not all five members have been here." DeRoche, "This is pretty important, and there are two people coming in that might need to have some say in this. They are going to have to deal with this."

Voss said this is the third time this has been on the agenda now and if you want to keep deferring things and not make decisions, table it. DeRoche, "There were some non-rational decisions made previously. This is something that will affect every taxpayer." Voss said every decision we make does that. DeRoche, "Call it what you want. I say we table it. Voss said you called a special meeting to discuss it. It was on the agenda last month and then you called a special meeting just to talk about it. Moegerle, "When will we have a decision from Village Green?" Davis, "The importance of Village Green is it gives us an end of the line user. Generates about \$40,000 in user fees. The other things are independent of Village Greens decision."

Moegerle the motion to table fails for a lack of a second.

Moegerle made a motion to approve all five of the adjustments of the MCES Contract Agreements. With a special emphasis that the principal and interest is paid down as fast as financially feasible. Voss said but you are not defining if it is a 5 or 10 year deferral. Moegerle, "That is how it is in the write-up." Voss said so essentially it is a 10 year deferral. **Voss seconded. DeRoche, nay; Moegerle and Voss, aye; motion carries.**

Adopt
Ordinance 40,
Second Series,
Amending
Chapter 26,
Environment,
Article V,
Excavations

Davis explained that Staff has revised City Code, Chapter 26, Environment, Article V, Excavations to clarify the exemption status of a City, County, State or Federal road project and the conditions to which they apply. This amendment is necessary to provide a strict definition of an exemption and eliminate the interpretation of the wording of this article in the ordinance.

Staff recommends approval of the revisions of Chapter 26, Environment, Article V, Excavations of the City Ordinance and direction to publish in the official city newspaper.

Davis, "Upon review Moegerle has some additions she would like." Moegerle, "We discussed on page 156 term 'Right of Ways' is used in the article and delete that in part because our ordinances contain three definitions of this term. Page 158 section 2.B, Site Plan, this is missing from subsection C. Also on that page 10, 'Highway, streets or other public ways,' strike 'public ways' and include 'rights of way.'

Moegerle made a motion to adopt Ordinance 40, Second Series Chapter 26, Environment, Article V, Excavations of the City Ordinance and direction to publish in the official city newspaper with changes as noted. Voss seconded; all in favor, motion carries.

Viking
Boulevard
Speed Study

Davis explained that there have been 6 fatalities on Viking Boulevard between Thelen Road and Rochester Street in 2012. There seems to be no common single factor that has been identified as the cause of these accidents. While speed has not been indicated as reason in any of the fatalities, it is generally a primary factor or at a minimum a secondary cause in most types of accidents. For this reason and the number of fatalities that have occurred in 2012, a speed study is the initial component that is needed in the investigation of this critical problem.

Staff recommends approval of Resolution 2012-75, requesting the Anoka County Highway Department request the Minnesota Department of Transportation perform a speed study on Viking Boulevard between County Road 17 and Highway 65

Moegerle, "I am holding up a depiction of approximate areas of where the five accidents have occurred on Viking Boulevard."

Voss made a motion to adopt Resolution 2012-75 Requesting that Anoka County Highway Department Request that Minnesota Department of Transportation Perform a Speed Study on Viking Boulevard Between County Road 71 and Highway 65. DeRoche seconded.

Moegerle, "Last Wednesday there was a meeting of the Anoka Government Officials and the Sherriff was present and I asked him about this situation. He seemed to indicate that there was no common thread for these and it was in the possibility of being random events. And that a speed study seems to be a reflex action to do in this case and look like we are being responsive to this concern. I did ask if we could get signage up that these areas are accident reduction areas. Signs could be put up a lot faster than a speed study. I understand it will be eight months before there is a speed study done."

Davis, "That is the normal time it takes for a speed study. A lot of work won't be done before spring because they actually go out and radar the traffic and see what percentile the speeds fall into. It is something we might want to look into and make sure there aren't any stones unturned on this." DeRoche, "There was quite a bit of discussion: Jack, myself, Shelly, Captain Wells, two parties from Anoka County Highway Dept. Two stretches where these happened are pretty straight. I don't think it is a 'feel good' thing. To make sure, I think a speed study is needed." Moegerle, "At what cost?" DeRoche, "It has been six fatalities. And do I think speed is the problem? No. But to rule it out, what price can you put on it?" Davis, "There is no cost to the city. About signs, this could be requested immediately."

Moegerle, "A very serious thing and it will be spent from state dollars if not from city budget." DeRoche, "I can see a whole lot more waste going on than doing a speed study on this." Moegerle, "The whole thing is we won't get an answer until ten months, when signage would help." Voss said the speed study is an evaluation of whether the speeds should be lowered. It is an engineering evaluation. Because of the speeds driven or road design the speed should be lowered. Moegerle, "One of the things that Sheriff Stuart said to me was it was his understanding that the road was designed for 65 mph. I just wanted to make the point

that it seems this is some kind of a reflex to make everyone feel good.” Voss said I think the City needs to address something that became obvious to us earlier this year. It is a study. I don’t have a problem with doing some signage to make people aware and it is not shown in that graphic that Davis designed of the other serious accidents on that road. I had someone go off the road right in front of my place. Things happen. We shouldn’t be afraid of making an evaluation. We should be afraid of doing nothing. Moegerle, “Would you be up to an amendment to your motion of putting signs up on that road?” Voss asked is that something the state would do? Davis, “No, that is something the county would need to do.”

DeRoche, “We discussed this at that meeting. They stated that every accident that happens, they put up cameras everything. Is it a problem at this part of the road?” Voss said if people drove 55 mph at that stretch, okay, but they drive 70 mph. DeRoche, “They said they would step up patrol.” Voss said and they have. Moegerle, “Will you accept my amendment?” Voss said yes if it is appropriate. **All in favor, motion carries.**

Council
Reports –

DeRoche, “We went to the meeting with the Anoka County Highway Department. The Lakes are freezing up. People are out fishing on 3-4 inches of ice.”

Council
Reports –

Voss said I am elated that the light is on at 221st and Highway 65. I was really surprised tonight, I didn’t expect that. I am glad it is done.

Council
Reports-

Moegerle, “We had a meeting with Karen Skepper. Jack and Colleen Winter were there, and we discussed how East Bethel can raise their profile in a positive way. We discussed doing press releases/news releases, attending meetings as a full Council, that are pertinent to East Bethel like the Local Government Officials meeting. We will be working with her in the future. Met Council has a website Thrivemsp.org and they are requesting information from residents. We are getting some interest from the National Sports Center with regard to development of East Bethel in the near future.”

Adjourn

Moegerle made a motion to adjourn at 9:28 PM. Voss seconded; all in favor, motion carries.

Attest:

Wendy Warren
Deputy City Clerk

Anoka County Contract No. 2012-_____
JOINT POWERS AGREEMENT BETWEEN
ANOKA COUNTY AND THE MUNICIPALITIES, TOWNSHIPS AND SCHOOL DISTRICTS
IN ANOKA COUNTY
TO ALLOCATE COSTS FOR ELECTION EXPENSES

This is a joint Powers Agreement (“JPA”) between the County of Anoka (“County”) and THE MUNICIPALITIES, TOWNSHIPS AND SCHOOL DISTRICTS IN ANOKA COUNTY (“Governmental Entities”) entered into pursuant to Minn. Stat. § 471.59, for the purchase, maintenance and use of election equipment, including conducting elections, by the County on behalf of the County and the Governmental Entities.

Section 1
Term

1. This JPA shall be in effect for a four year term, beginning January 1, 2013 until December 31, 2016, subject to automatic renewal on January 1 of each subsequent calendar year beginning January 1, 2017.

Section 2
Contract Termination

2. During the initial four year term, this JPA may only be terminated by written agreement of the County with the effected Governmental Entity. Beginning January 1, 2017, a Governmental Entity’s participation in this agreement may be terminated by that Governmental Entity providing written notice to the remaining parties no later than June 1 of any year, effective on January 1 of the following year.

Upon termination of the agreement, all right title and interest in any election equipment purchased by the County under the terms of this agreement for use by the Governmental Entity shall remain with the County. Any Governmental Entity withdrawing from this agreement assumes all costs, responsibilities and liabilities related to the purchase, maintenance and use of voting equipment in the conduct of elections in that jurisdiction. Any amounts of the Governmental Entity’s share of the of the initial cost of procurement of the Voting Equipment System and their proportional share of any other costs incurred by the County on their behalf that remain unpaid as of the date of termination shall become immediately due and payable by the Governmental Entity to the County.

Section 3
Voting Equipment System Definition

3. For purposes of this agreement, the Anoka County Voting Equipment System means a system in which the voter records votes by means of marking a ballot, so that votes may be counted by automatic tabulating equipment in the polling place where the ballot is cast or at a counting center. An electronic voting system includes automatic tabulating equipment; non-electronic ballot markers; electronic ballot markers, including electronic ballot display, audio ballot reader, and devices by which the voter will register the voter's voting intent; software used to program automatic tabulators and layout ballots; computer programs used to accumulate precinct results; ballots; system documentation; and system testing as well as software used to manage the

assignment, deployment, chain of custody, and associated logistical operations of said equipment in Anoka County.

Section 4 Applicability

4. This agreement, and the use of the Voting Equipment System defined herein, between the County and the Governmental Entities is applicable for any election at which offices or questions for the following categories are voted on:

- Category A: Federal Offices
State Offices or Constitutional Amendments
Judicial Offices
County Offices or Ballot Questions
Soil and Water District Offices or Ballot Questions
- Category B: Municipal (Township) Offices or Ballot Questions
- Category C: School District Offices or Ballot Questions
- Category D: Hospital District Offices or Ballot Questions

Section 5 County Responsibilities

5. Except as otherwise provided in this contract or required by statute or state or federal rule, the County shall be responsible for preparing the specifications for the purchase and maintenance of the Voting Equipment System as defined herein and for the purchase and maintenance of the system, including making all payments and expenditures for capital and on-going operating costs related to the voting equipment system. In addition, for all Category A, B, C and D Elections, Anoka County shall:
 - 5.1. Perform voting equipment system programming including ballots, ballot counters, ballot markers, and other components of the voting equipment system used to mark, count, record or report election returns and statistics.
 - 5.2. Perform programming and testing of the State Election Reporting System interface, subject to policies of the State.
 - 5.3. Program and develop a voting equipment testing plan for each election according to statutory requirements.
 - 5.4. Provide ballot design and layout services, and arrange for the printing of ballots to be used in the elections.

Section 6 Governmental Entities' Responsibilities

6. Except as otherwise provided in this contract, each individual Governmental Entity shall be responsible for and shall perform all duties and assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of

precinct voting equipment for each election and shall utilize county provided software, as determined necessary by the County, to track the testing, assignment, deployment, chain of custody, and associated logistical operations of said equipment in Anoka County, as follows:

6.1. When Category A and/or B or D offices or questions appear on the ballot:

- 6.1.1. The municipality shall be responsible for and assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of precinct voting equipment for all elections which include a Category A and/or B or D office or question.
- 6.1.2. The municipality shall assume all costs required to arrange for the use of polling places in the manner required by the Minnesota election law, for ensuring the physical set up of rooms and furnishings are conducive to the voting process, and for ensuring that all necessary equipment and supplies are delivered to the polling place for use on Election Day.
- 6.1.3. The municipality shall assume all costs related to picking up ballots, supplies and equipment from the Anoka County Elections and Voter Registration Office in Anoka and other storage locations that may be arranged from time to time, and transporting them to and from the polling place.
- 6.1.4. The municipality shall assume all costs related to issuing, receiving and processing absentee ballots cast by in-person absentee voters in that municipality including procurement and preparation of physical spaces, equipment, and staff needed to administer the process, and costs for delivery of voted ballots to the Anoka County Central Count Absentee Precinct.
- 6.1.5. The municipality shall assume all costs related to recruiting, hiring, and paying Election Judges for all hours served including, training, testing, election day assignments, and any other work assignments associated with the election.

6.2. When only Category C offices or questions appear on the ballot:

- 6.2.1. The School District shall be responsible and shall assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of precinct voting equipment for all elections which include only Category C offices or questions.
- 6.2.2. The school district shall assume all costs required to arrange for the use of polling places in the manner required by law, for ensuring the physical set up of rooms and furnishings are conducive to the voting process, and for ensuring that all necessary equipment and supplies are delivered to the polling place for use on Election Day.
- 6.2.3. The school district shall assume all costs related to picking up ballots, supplies and equipment from the Anoka County Elections and Voter Registration Office in Anoka and other storage locations that may be arranged from time to time, and transporting them to and from the polling place.

6.2.4. The school district shall assume all costs related to issuing, receiving and processing absentee ballots cast by in-person absentee voters in the school district including procurement and preparation of physical spaces, equipment, and staff needed to administer the process, and costs for delivery of voted ballots to the Anoka County Central Count Absentee Precinct.

6.2.5. The school district shall assume all costs related to recruiting, hiring, and paying Election Judges for all hours served including, training, testing, election day assignments, and any other work assignments associated with the election.

Section 7 Allocation of Election Expenses

7. Except as already specifically provided for herein, the Voting Equipment System procurement, maintenance and support cost shall be divided between the county, its municipalities, and school districts as follows:

7.1. The County shall incur 55% of the actual cost of procurement, operation and maintenance of the system over the duration of this contract.

7.2. Municipalities located wholly or in part in Anoka County shall, collectively, incur 30% of the actual cost of procurement, operation and maintenance of the system over the duration of this contract.

7.3. School Districts located wholly or in part in Anoka County shall incur 15% of the actual cost of procurement, operation and maintenance of the system over the duration of this contract.

7.4. Anoka County shall make all payments and expenditures for capital and on-going operating and maintenance costs related to the system throughout the duration of this contract.

7.5. The annual fee for each jurisdiction shall be established as follows:

7.5.1. Each individual municipality shall pay a fee equal to that percentage of the total Anoka County population residing in that municipality at the time of the 2010 census multiplied by the municipal share (30%) of the actual cost of procurement (prorated over ten annual installments), plus the actual cost of operation and maintenance of the system, as solely determined by the County, calculated annually throughout the duration of the contract

7.5.2. Each individual school district shall pay a fee equal to that percentage of the total Anoka County population residing in that school district at the time of the 2010 census multiplied by the school district share (15%) of the actual cost of procurement (prorated over ten annual installments), plus the actual cost of operation and maintenance of the system, as solely determined by the County, calculated annually throughout the duration of the contract.

- 7.5.3. Each Governmental Entity shall be invoiced annually on June 1 for each calendar year of the agreement for the above referenced fees. Said fees shall be due and payable within thirty (30) calendar days of invoicing.
- 7.5.4. The Governmental Entities hereby agree that they will not reallocate any of the costs incurred herein.
- 7.6. For each governmental entity, the County shall determine that proportion of the ballot devoted to offices and questions for that entity as a percentage of the total number of column inches on the ballot, and provide an invoice to the governmental entity for that share of the cost of ballot printing, paper and normal delivery charges.
- 7.7. The County shall pay the cost of postage for all domestic mailed absentee ballots cast in the county and absentee ballots cast under the Uniformed Overseas Citizens Absentee Voting Act (UOCAVA) except those absentee postage costs incurred by Municipalities designated to administer absentee voting laws under M.S. 203B.05.

Section 8 Documentation of Election Expenses

8. Documentation of actual expenditures as required by the County is required for the allocation of election expenses pursuant to this agreement. Invoices or billing statements are acceptable documentation for goods or services purchased for vendors.

Section 9 Ownership

9. The Governmental Entities acknowledge that the County owns the Voting Equipment System and that the Governmental Entities are authorized to use said Voting Equipment System for official election related purposes. Use of the Voting Equipment System by the Governmental Entities for any other purpose is strictly prohibited absent express written consent of the County. The Governmental Entities hereby acknowledge and agree that the Voting Equipment System may contain proprietary and trade secret information that is owned by a third party and is protected under federal copyright law or other laws, rules, regulations and decisions. The Governmental Entities shall protect and maintain the proprietary and trade secret status of the Voting Equipment System in their possession.

Section 10 Handling Of Equipment and Insurance

10. Each municipality shall be responsible for storage of elections equipment assigned by the county to that municipality. Municipalities shall make all necessary elections equipment in its possession available to other entities as directed by the county.

Each Governmental Entity acknowledges that it shall be responsible for the Voting Equipment System while it is in the Governmental Entity's custody. Each Governmental Entity, either through insurance or a self-insurance program, shall be responsible for all costs, fees, damages and expenses including but not limited to personal injury, storage, damage, repair and/or replacement of the Voting Equipment System while it's in the

Governmental Entity's custody and this contract is in effect unless such costs, fees, damages and expenses are then currently covered under a manufacturer warranty covering said equipment. The Governmental Entities shall be responsible for, provide coverage for and shall provide proof of general liability and worker's compensating insurance (Hold Harmless Agreement) for all individuals providing services required by this contract. In addition to the foregoing, the Governmental Entities shall, during the term of this contract, maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on all of the voting systems used or intended for use in this agreement to cover all repairs or replacement of the voting equipment if damaged or stolen. The Governmental Entities are responsible for any deductible under their policy.

Section 11 Independent Contractor

11. It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County or the Governmental Entities as the employee of the other entity for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the Governmental Entities. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law.

Section 12 Data Practices

12. All data created, collected, received, maintained, or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

Section 13 No Waiver

13. No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be observed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise.

Section 14 Governing Law

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 15
Entire Agreement

15. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof and hereby rescinds and replace all prior Agreements with the respective Governmental Entities with this Agreement. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

Section 16
No Assignment

16. Neither party shall assign, sublet or transfer this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempt to do so shall be void and of no force and effect.

Section 17
No Warranty

17. The Governmental Entities agree that the County is furnishing the Voting Equipment System on an "as is" basis, without representation or any express or implied warranties, other than those provided by any maintenance agreement entered into by the County for the maintenance of the Voting Equipment System, including but not limited to, fitness for particular purpose, merchantability or the accuracy and completeness of the Voting Equipment System.

The Governmental Entity's exclusive remedy and the County's sole liability for any substantial defect which impairs the use of the Voting Equipment System for the purposes stated herein shall be the right to terminate this agreement.

The County does not warrant that the Election Voting Equipment System will be error free.

The County disclaims any other warranties, express or implied, respecting this agreement or the Voting Equipment System.

In no event shall the County be liable for actual, direct, indirect, special, incidental, consequential damages (even if the County has been advised of the possibility of such damage) or loss of profit, loss of business or any other financial loss or any other damage arising out of performance or failure of performance of this Agreement by the County. Except as otherwise specifically provided for in this agreement, County and the Governmental Entities agree each will be responsible for their own acts and omissions under this Agreement and the results thereof and shall to the extent authorized by law defend, indemnify and hold harmless the other party for such acts. Each party shall not be responsible for the acts, errors or omissions of any other party under the Agreement and the results thereof. The parties' respective liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This paragraph shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this Agreement. Nothing in this Agreement

constitutes a waiver by the Governmental Entities or County of any statutory or common law defenses, immunities, or limits on liability.

**Section 18
Notice**

18. Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To the Governmental Entity: To the person and address designated by each Governmental Entity in writing.

To the County: Anoka County Administrator
ADDRESS

Copy to: Anoka County Elections Manager
ADDRESS

**Section 19
Audit Provision**

19. Both parties agree that either party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other party and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

**Section 20
Survival of Provisions**

20. It is expressly understood and agreed that the obligations and warranties of the Governmental Entity and County hereof shall survive the completion of performance and termination or cancellation of this Agreement.

**Section 21
Authority**

21. The person or persons executing this Joint Powers Agreement on behalf of the Governmental Entity and County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the Governmental Entity and the County and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

(Rest of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

COUNTY OF ANOKA

By: _____
Rhonda Sivarajah, Chair,
Anoka County Board of Commissioners

Dated: _____

By: _____
Jerry Soma,
Anoka County Administrator

Dated: _____

APPROVED AS TO FORM:

By: _____
Thomas Haluska
Assistant Anoka County Attorney

Dated: _____

CITY OF ***

By: _____
****, Its Mayor

Dated: _____

By: _____
***, Its City Clerk

Dated: _____

**Anoka County Contract No. 2012- 0362
JOINT POWERS AGREEMENT BETWEEN
ANOKA COUNTY AND THE MUNICIPALITIES, TOWNSHIPS AND SCHOOL DISTRICTS
IN ANOKA COUNTY
TO ALLOCATE COSTS FOR ELECTION EXPENSES**

This is a joint Powers Agreement (“JPA”) between the County of Anoka (“County”) and THE MUNICIPALITIES, TOWNSHIPS AND SCHOOL DISTRICTS IN ANOKA COUNTY (“Governmental Entities”) entered into pursuant to Minn. Stat. § 471.59, for the purchase, maintenance and use of election equipment, including conducting elections, by the County on behalf of the County and the Governmental Entities.

**Section 1
Term**

1. This JPA shall be in effect for a four year term, beginning January 1, 2013 until December 31, 2016, subject to automatic renewal on January 1 of each subsequent calendar year beginning January 1, 2017.

**Section 2
Contract Termination**

2. During the initial four year term, this JPA may only be terminated by written agreement of the County with the effected Governmental Entity. Beginning January 1, 2017, a Governmental Entity’s participation in this agreement may be terminated by that Governmental Entity providing written notice to the remaining parties no later than June 1 of any year, effective on January 1 of the following year.

Upon termination of the agreement, all right title and interest in any election equipment purchased by the County under the terms of this agreement for use by the Governmental Entity shall remain with the County. Any Governmental Entity withdrawing from this agreement assumes all costs, responsibilities and liabilities related to the purchase, maintenance and use of voting equipment in the conduct of elections in that jurisdiction. Any amounts of the Governmental Entity’s share of the of the initial cost of procurement of the Voting Equipment System and their proportional share of any other costs incurred by the County on their behalf that remain unpaid as of the date of termination shall become immediately due and payable by the Governmental Entity to the County.

**Section 3
Voting Equipment System Definition**

3. For purposes of this agreement, the Anoka County Voting Equipment System means a system in which the voter records votes by means of marking a ballot, so that votes may be counted by automatic tabulating equipment in the polling place where the ballot is cast or at a counting center. An electronic voting system includes automatic tabulating equipment; non-electronic ballot markers; electronic ballot markers, including electronic ballot display, audio ballot reader, and devices by which the voter will register the voter's voting intent; software used to program automatic tabulators and layout ballots; computer programs used to accumulate precinct results; ballots; system documentation; and system testing as well as software used to manage the

assignment, deployment, chain of custody, and associated logistical operations of said equipment in Anoka County.

Section 4 Applicability

4. This agreement, and the use of the Voting Equipment System defined herein, between the County and the Governmental Entities is applicable for any election at which offices or questions for the following categories are voted on:

Category A: Federal Offices
State Offices or Constitutional Amendments
Judicial Offices
County Offices or Ballot Questions
Soil and Water District Offices or Ballot Questions

Category B: Municipal (Township) Offices or Ballot Questions

Category C: School District Offices or Ballot Questions

Category D: Hospital District Offices or Ballot Questions

Section 5 County Responsibilities

5. Except as otherwise provided in this contract or required by statute or state or federal rule, the County shall be responsible for preparing the specifications for the purchase and maintenance of the Voting Equipment System as defined herein and for the purchase and maintenance of the system, including making all payments and expenditures for capital and on-going operating costs related to the voting equipment system. In addition, for all Category A, B, C and D Elections, Anoka County shall:
 - 5.1. Perform voting equipment system programming including ballots, ballot counters, ballot markers, and other components of the voting equipment system used to mark, count, record or report election returns and statistics.
 - 5.2. Perform programming and testing of the State Election Reporting System interface, subject to policies of the State.
 - 5.3. Program and develop a voting equipment testing plan for each election according to statutory requirements.
 - 5.4. Provide ballot design and layout services, and arrange for the printing of ballots to be used in the elections.

Section 6 Governmental Entities' Responsibilities

6. Except as otherwise provided in this contract, each individual Governmental Entity shall be responsible for and shall perform all duties and assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of

precinct voting equipment for each election and shall utilize county provided software, as determined necessary by the County, to track the testing, assignment, deployment, chain of custody, and associated logistical operations of said equipment in Anoka County, as follows:

6.1. When Category A and/or B or D offices or questions appear on the ballot:

- 6.1.1. The municipality shall be responsible for and assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of precinct voting equipment for all elections which include a Category A and/or B or D office or question.
- 6.1.2. The municipality shall assume all costs required to arrange for the use of polling places in the manner required by the Minnesota election law, for ensuring the physical set up of rooms and furnishings are conducive to the voting process, and for ensuring that all necessary equipment and supplies are delivered to the polling place for use on Election Day.
- 6.1.3. The municipality shall assume all costs related to picking up ballots, supplies and equipment from the Anoka County Elections and Voter Registration Office in Anoka and other storage locations that may be arranged from time to time, and transporting them to and from the polling place.
- 6.1.4. The municipality shall assume all costs related to issuing, receiving and processing absentee ballots cast by in-person absentee voters in that municipality including procurement and preparation of physical spaces, equipment, and staff needed to administer the process, and costs for delivery of voted ballots to the Anoka County Central Count Absentee Precinct.
- 6.1.5. The municipality shall assume all costs related to recruiting, hiring, and paying Election Judges for all hours served including, training, testing, election day assignments, and any other work assignments associated with the election.

6.2. When only Category C offices or questions appear on the ballot:

- 6.2.1. The School District shall be responsible and shall assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of precinct voting equipment for all elections which include only Category C offices or questions.
- 6.2.2. The school district shall assume all costs required to arrange for the use of polling places in the manner required by law, for ensuring the physical set up of rooms and furnishings are conducive to the voting process, and for ensuring that all necessary equipment and supplies are delivered to the polling place for use on Election Day.
- 6.2.3. The school district shall assume all costs related to picking up ballots, supplies and equipment from the Anoka County Elections and Voter Registration Office in Anoka and other storage locations that may be arranged from time to time, and transporting them to and from the polling place.

6.2.4. The school district shall assume all costs related to issuing, receiving and processing absentee ballots cast by in-person absentee voters in the school district including procurement and preparation of physical spaces, equipment, and staff needed to administer the process, and costs for delivery of voted ballots to the Anoka County Central Count Absentee Precinct.

6.2.5. The school district shall assume all costs related to recruiting, hiring, and paying Election Judges for all hours served including, training, testing, election day assignments, and any other work assignments associated with the election.

Section 7 Allocation of Election Expenses

7. Except as already specifically provided for herein, the Voting Equipment System procurement, maintenance and support cost shall be divided between the county, its municipalities, and school districts as follows:

7.1. The County shall incur 55% of the actual cost of procurement, operation and maintenance of the system over the duration of this contract.

7.2. Municipalities located wholly or in part in Anoka County shall, collectively, incur 30% of the actual cost of procurement, operation and maintenance of the system over the duration of this contract.

7.3. School Districts located wholly or in part in Anoka County shall incur 15% of the actual cost of procurement, operation and maintenance of the system over the duration of this contract.

7.4. Anoka County shall make all payments and expenditures for capital and on-going operating and maintenance costs related to the system throughout the duration of this contract.

7.5. The annual fee for each jurisdiction shall be established as follows:

7.5.1. Each individual municipality shall pay a fee equal to that percentage of the total Anoka County population residing in that municipality at the time of the 2010 census multiplied by the municipal share (30%) of the actual cost of procurement (prorated over ten annual installments), plus the actual cost of operation and maintenance of the system, as solely determined by the County, calculated annually throughout the duration of the contract

7.5.2. Each individual school district shall pay a fee equal to that percentage of the total Anoka County population residing in that school district at the time of the 2010 census multiplied by the school district share (15%) of the actual cost of procurement (prorated over ten annual installments), plus the actual cost of operation and maintenance of the system, as solely determined by the County, calculated annually throughout the duration of the contract.

7.5.3. Each Governmental Entity shall be invoiced annually on June 1 for each calendar year of the agreement for the above referenced fees. Said fees shall be due and payable within thirty (30) calendar days of invoicing.

7.5.4. The Governmental Entities hereby agree that they will not reallocate any of the costs incurred herein.

7.6. For each governmental entity, the County shall determine that proportion of the ballot devoted to offices and questions for that entity as a percentage of the total number of column inches on the ballot, and provide an invoice to the governmental entity for that share of the cost of ballot printing, paper and normal delivery charges.

7.7. The County shall pay the cost of postage for all domestic mailed absentee ballots cast in the county and absentee ballots cast under the Uniformed Overseas Citizens Absentee Voting Act (UOCAVA) except those absentee postage costs incurred by Municipalities designated to administer absentee voting laws under M.S. 203B.05.

Section 8 Documentation of Election Expenses

8. Documentation of actual expenditures as required by the County is required for the allocation of election expenses pursuant to this agreement. Invoices or billing statements are acceptable documentation for goods or services purchased for vendors.

Section 9 Ownership

9. The Governmental Entities acknowledge that the County owns the Voting Equipment System and that the Governmental Entities are authorized to use said Voting Equipment System for official election related purposes. Use of the Voting Equipment System by the Governmental Entities for any other purpose is strictly prohibited absent express written consent of the County. The Governmental Entities hereby acknowledge and agree that the Voting Equipment System may contain proprietary and trade secret information that is owned by a third party and is protected under federal copyright law or other laws, rules, regulations and decisions. The Governmental Entities shall protect and maintain the proprietary and trade secret status of the Voting Equipment System in their possession.

Section 10 Handling Of Equipment and Insurance

10. Each municipality shall be responsible for storage of elections equipment assigned by the county to that municipality. Municipalities shall make all necessary elections equipment in its possession available to other entities as directed by the county.

Each Governmental Entity acknowledges that it shall be responsible for the Voting Equipment System while it is in the Governmental Entity's custody. Each Governmental Entity, either through insurance or a self-insurance program, shall be responsible for all costs, fees, damages and expenses including but not limited to personal injury, storage, damage, repair and/or replacement of the Voting Equipment System while it's in the

Governmental Entity's custody and this contract is in effect unless such costs, fees, damages and expenses are then currently covered under a manufacturer warranty covering said equipment. The Governmental Entities shall be responsible for, provide coverage for and shall provide proof of general liability and worker's compensating insurance (Hold Harmless Agreement) for all individuals providing services required by this contract. In addition to the foregoing, the Governmental Entities shall, during the term of this contract, maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on all of the voting systems used or intended for use in this agreement to cover all repairs or replacement of the voting equipment if damaged or stolen. The Governmental Entities are responsible for any deductible under their policy.

Section 11 Independent Contractor

11. It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County or the Governmental Entities as the employee of the other entity for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the Governmental Entities. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law.

Section 12 Data Practices

12. All data created, collected, received, maintained, or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

Section 13 No Waiver

13. No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be observed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise.

Section 14 Governing Law

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 15
Entire Agreement

15. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof and hereby rescinds and replace all prior Agreements with the respective Governmental Entities with this Agreement. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

Section 16
No Assignment

16. Neither party shall assign, sublet or transfer this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempt to do so shall be void and of no force and effect.

Section 17
No Warranty

17. The Governmental Entities agree that the County is furnishing the Voting Equipment System on an "as is" basis, without representation or any express or implied warranties, other than those provided by any maintenance agreement entered into by the County for the maintenance of the Voting Equipment System, including but not limited to, fitness for particular purpose, merchantability or the accuracy and completeness of the Voting Equipment System.

The Governmental Entity's exclusive remedy and the County's sole liability for any substantial defect which impairs the use of the Voting Equipment System for the purposes stated herein shall be the right to terminate this agreement.

The County does not warrant that the Election Voting Equipment System will be error free.

The County disclaims any other warranties, express or implied, respecting this agreement or the Voting Equipment System.

In no event shall the County be liable for actual, direct, indirect, special, incidental, consequential damages (even if the County has been advised of the possibility of such damage) or loss of profit, loss of business or any other financial loss or any other damage arising out of performance or failure of performance of this Agreement by the County. Except as otherwise specifically provided for in this agreement, County and the Governmental Entities agree each will be responsible for their own acts and omissions under this Agreement and the results thereof and shall to the extent authorized by law defend, indemnify and hold harmless the other party for such acts. Each party shall not be responsible for the acts, errors or omissions of any other party under the Agreement and the results thereof. The parties' respective liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This paragraph shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this Agreement. Nothing in this Agreement

constitutes a waiver by the Governmental Entities or County of any statutory or common law defenses, immunities, or limits on liability.

**Section 18
Notice**

18. Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To the Governmental Entity: To the person and address designated by each Governmental Entity in writing.

To the County: Anoka County Administrator
ADDRESS

Copy to: Anoka County Elections Manager
ADDRESS

**Section 19
Audit Provision**

19. Both parties agree that either party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other party and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

**Section 20
Survival of Provisions**

20. It is expressly understood and agreed that the obligations and warranties of the Governmental Entity and County hereof shall survive the completion of performance and termination or cancellation of this Agreement.

**Section 21
Authority**

21. The person or persons executing this Joint Powers Agreement on behalf of the Governmental Entity and County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the Governmental Entity and the County and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

(Rest of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

COUNTY OF ANOKA

By: _____
Rhonda Sivarajah, Chair,
Anoka County Board of Commissioners

Dated: _____

By: _____
Jerry Soma,
Anoka County Administrator

Dated: _____

APPROVED AS TO FORM:

By: _____
Thomas Haluska
Assistant Anoka County Attorney

Dated: _____

CITY OF EAST BETHEL

By: _____

Richard Lawrence, Mayor

Dated: _____

By: _____

Jack Davis, City Administrator

Dated: _____

APPLICATIONS COMPLETED FOR CIGARETTE LICENSING -- 2013

License #	Company	Address	MN Tax ID
2013-01	Black Bear Liquors, Inc.		
2013-02	Coon Lake Market		
2013-03	Cooper's Corner Store		
2013-04	Cooper's Corner Liquor		
2013-05	Corner Express		
2013-06	Hidden Haven Country Club		
2013-07	Lynn's Grocery		
2013-08	Marathon/River Country Coop		
2013-09	Wayne's Liquor	21340 Aberde	161-5862
2013-10	Minnesota Corp Inc./Go	3255 Viking B	2342452
2013-11	Minnesota Corp Inc./Go	3255 Viking B	2342452

APPLICATIONS COMPLETED FOR GARBAGE HAULERS LICENSE -- 2013

Ck Depos	Ins. Stmt.	License #	Company		
X	X	2013-001	Ace Solid Waste		
X	X	2013-002	Allied Waste Services of North America		
X	X	2013-003	East Central Sanitation		
X	X	2013-004	LePage & Sons, Inc.		
X	X	2013-005	SRC, Inc. (Town & Country Disposal)		
X	X	2013-006	Walters Recycling & Refuse		
X	X	2013-007	Waste Management of Minnesota, Inc. Blaine		

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

RESOLUTION NO. 2012-76

**RESOLUTION AFFIRMING MUNICIPAL TORT LIABILITY LIMITS ESTABLISHED BY
MINNESOTA STATUTES 466.04**

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

WHEREAS, Minnesota Statute 466.04 provides for Municipal tort liability limits for Minnesota cities; and

WHEREAS, the League of Minnesota Cities Insurance Trust has asked that each city review the tort liability limits and determine if the respective city would choose to waive its limits; and

WHEREAS, such decision to affirm or waive the tort liability limits must be filed with the League of Minnesota Cities Insurance Trust at the insurance renewal date.

NOW, THEREFORE, BE IT RESOLVED that the Fiscal Services Director is directed to report to the League of Minnesota Cities Insurance Trust that the East Bethel City Council does not waive the January 1, 2013 monetary limits on the municipal tort liability established by Minnesota statutes 466.04.

Adopted this 19th day of December, 2012 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Richard Lawrence, Mayor

ATTEST:

Jack Davis, City Administrator

CONSULTING SERVICES AGREEMENT

This Agreement is made as of _____, 20__ (the “Effective Date”), by and between FLAT ROCK GEOGRAPHICS, LLC (“Contractor” or “Flat Rock Geographics”) and the City of East Bethel (“Client” or “City of East Bethel”). FLAT ROCK GEOGRAPHICS Contractor and Client are collectively referred to as “Parties” and individually as a “Party.”

WHEREAS, City of East Bethel requires services to be provided for GIS On-Site support;

WHEREAS, Contractor desires to, and is capable of, providing the necessary services according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. TERM

1.1 The term of this Agreement shall be January 1, 2013, to December 31, 2013, unless earlier terminated by law or according to the provisions of this Contract.

2. INDEPENDENT CONTRACTOR STATUS.

Contractor is an independent contractor and nothing herein contained shall be construed to create the relationship of employer and employee between Client and Contractor. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services.

3. CONTRACTOR’S OBLIGATIONS.

Contractor shall provide the following services generally described as GIS On-Site Support, including but not limited to:

- Acquire GIS data where needed
- Maintain and edit all GIS datasets being used for Client’s GIS
- Create new datasets
- Create and update GIS maps
- Advise the Client on matters relating to GIS projects and software
- Maintain and keep records of GIS-related software and software licenses
- Customize and maintain GIS related web pages
- Customize, create and maintain Microsoft Access databases

- Work with Anoka County to acquire GIS and Assessor Updates
- Printing of Large format maps
- One on One Training

4. SERVICE FEES.

4.1 FLAT ROCK GEOGRAPHICS’s fees for Services are set forth below in this paragraph (“Service Fees”). Service Fees do not include any taxes that may be due based on the Service Fees, for which Client agrees to pay directly or reimburse FLAT ROCK GEOGRAPHICS.

Task	Hours	Rate	Cost
On-Site Service – 1 year	144	\$60.75	\$8,748.00
Total	144	\$60.75	\$8,748.00

4.2 FLAT ROCK GEOGRAPHICS shall submit invoices to Client for the Services completed in accordance with this Agreement. All invoices are due within thirty days after invoice date.

4.3 If Client disputes any portion of a FLAT ROCK GEOGRAPHICS invoice, then Client will: (a) pay any amount not in dispute by the due date; and (b) within five business days after receipt of that invoice, inform FLAT ROCK GEOGRAPHICS in writing of the disputed amount and the specific reason(s) for withholding payment. On FLAT ROCK GEOGRAPHICS's receipt of this, the Parties will work together in good faith to resolve such disputes in a prompt and mutually acceptable manner. Client agrees to pay any disputed amounts within five days after the issues have been resolved.

4.4 Client shall have the right to request changes within the scope of the Services; however, all such changes are subject to acceptance by FLAT ROCK GEOGRAPHICS. If any change causes an increase or decrease in the fees, or in the time required for performance, prior to commencing the services required by the requested change, FLAT ROCK GEOGRAPHICS shall notify Client of such increase or decrease and the Agreement shall be modified in writing accordingly. FLAT ROCK GEOGRAPHICS shall not proceed with any change until a written amendment has been accepted by FLAT ROCK GEOGRAPHICS; however FLAT ROCK GEOGRAPHICS's right to payment for such change shall not be affected in the event FLAT ROCK GEOGRAPHICS agrees in writing to proceed prior to the completion of such amendment.

5. TERMINATION

5.1 With or Without Cause.

Notwithstanding any other provision of this Contract, either Party may terminate this Contract at any time for any reason by giving thirty (30) days written notice to the other. Client shall pay to Contractor the reasonable value of services received from Contractor as of the termination date.

5.2 Notice of Default.

Either Party may terminate this Contract for cause by giving ten (10) days written notice of its intent. Said notice shall specify the circumstances warranting termination of this Contract.

5.3 Failure to Cure.

If the Party in default fails to cure the specified circumstances as described by the notice given under the above paragraph within the ten (10) days, or such additional time as may be mutually agreed upon, then the whole or any part of this Contract may be terminated by written notice.

5.4 Notice of Termination.

Notice of Termination shall be made by certified mail or personal delivery to the other Party's Authorized Representative. Notice of Termination is deemed effective upon delivery to the address of the Party as stated in paragraph 10.

5.5 Effect of Termination.

Termination of this Contract shall not discharge any liability, responsibility or right of any Party which arises from the performance of or failure to adequately perform the terms of this Contract prior to the effective date of termination, in accordance with the laws of the State of Minnesota.

6 WAIVER.

Waiver for any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be construed to be modification for the terms of this Contract unless stated to be such in writing and signed by authorized representatives of Client and Contractor.

7. LIMITED WARRANTY AND REMEDY.

7.1 FLAT ROCK GEOGRAPHICS warrants that the Services will be performed in a safe, professional and workmanlike manner consistent with the applicable industry standards and this Agreement.

7.2 FLAT ROCK GEOGRAPHICS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE

IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, A CUSTOM OR USAGE OF TRADE.

8. DISPUTE RESOLUTION.

- 8.1 This Agreement will be construed and enforced according to the laws of the State of Minnesota, without regarding to its conflicts of law rules. Any litigation regarding this Agreement must be filed and maintained in the state or federal courts of the State of Minnesota and the Parties consent to the personal jurisdiction of such courts. No provision of this Section 8 will preclude either Party seeking injunctive relief to prevent immediate or irreparable harm to it, but the mediation stated in Section 8.3 will otherwise be fully exhausted before the commencement of any litigation.
- 8.2 Any lawsuit or other action, regardless of form, relating to this Agreement, including, without limitation, an action for breach of warranty, must be commenced within two years after the later of: (a) date on which the breach of warranty or other cause of action occurred; or (b) date on which that Party knew or reasonably should have known of that breach of warranty or other cause of action.
- 8.3 Prior to commencement of any litigation regarding this Agreement, the Parties agree to mediation to resolve any dispute they may have. The mediation will be conducted by a mutually selected mediator (or if the Parties cannot agree, by a mediator selected by the American Arbitration Association in accordance with its rules and policies. The Parties will each pay its own attorneys' fees and will share equally the other mediation costs. Each Party will appear when reasonably directed by the mediator, be fully prepared to work toward the dispute's resolution, and participate in good faith. If the mediation does not result in a mutually satisfactory resolution of the dispute, either Party may commence an action as permitted under Sections 8.1 and 8.2. The one-year limitations period stated in Section 8.2 will be tolled during the pendency of any on-going mediation,. All negotiations between the Parties pursuant to this Section 8 will be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence.

9. LIMITATION OF LIABILITY.

NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO THE SERVICES, THIS AGREEMENT OR THE TERMINATION OF THIS

AGREEMENT. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT.

10. AUTHORIZED REPRESENTATIVE.

Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract.

<u>To Contractor:</u>	<u>City of East Bethel:</u>
President	City Administrator.
FLAT ROCK GEOGRAPHICS	City of East Bethel
2434 Virginia Circle	2241 221 Avenue
Roseville, MN 55113	East Bethel, MN 55011

11. GENERAL PROVISIONS.

11.1 This Contract is the final statement of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

11.2 If any of this Agreement's terms are, for any reason, held invalid, illegal or unenforceable by a court or tribunal of competent jurisdiction, this Agreement will be deemed severable and such invalidity, illegality or unenforceability will not affect any of this Agreement's other provisions, all of which will be enforced in accordance with this Agreement.

11.3 FLAT ROCK GEOGRAPHICS will not be responsible for the delay in its performance of any obligation under this Agreement caused by acts of God, legal restrictions, or any conditions beyond the control of FLAT ROCK GEOGRAPHICS.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

CONTRACTOR

By: _____

Title: _____

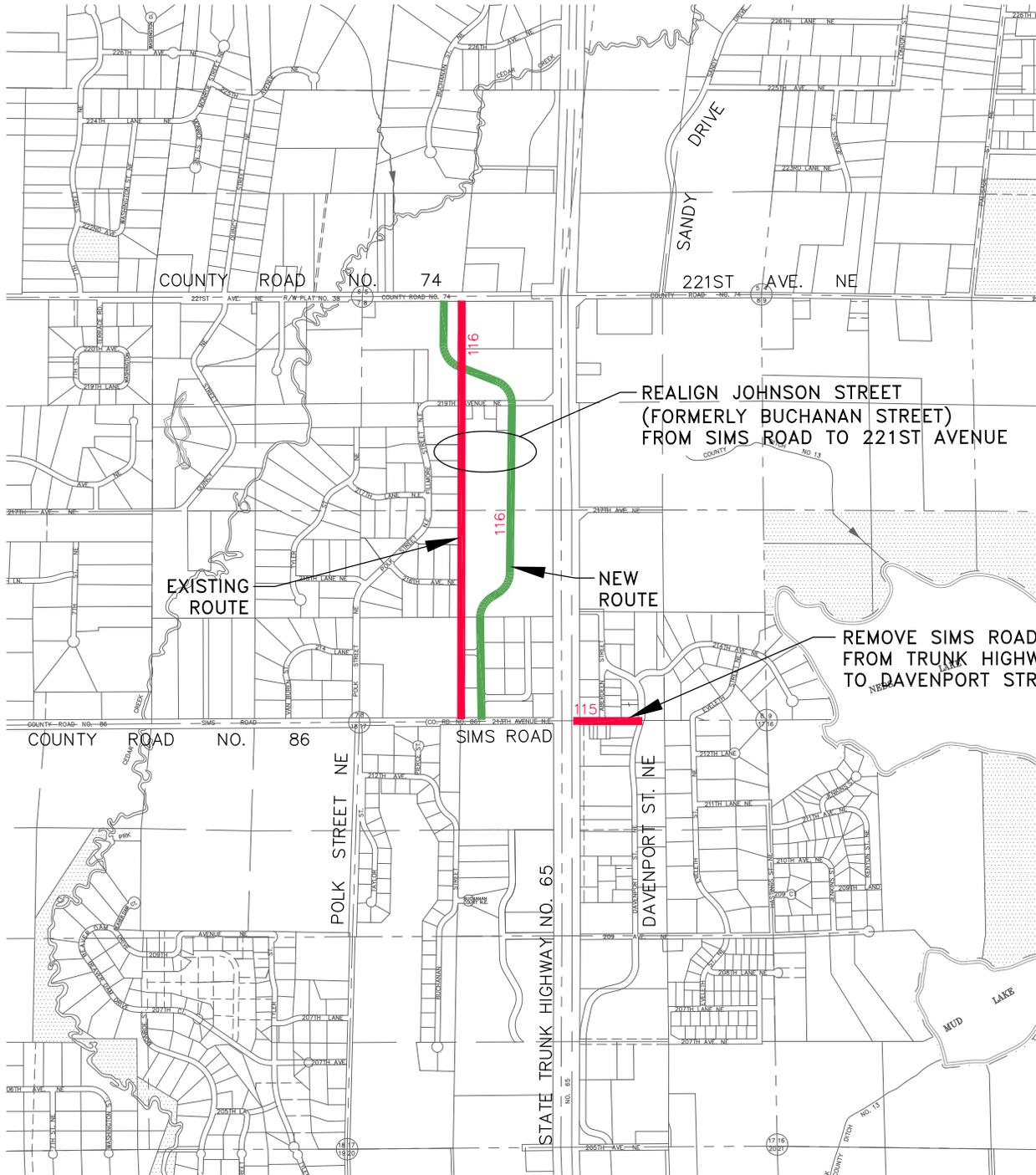
Date: _____

CITY OF EAST BETHEL

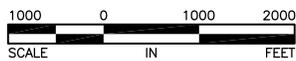
By: _____

Title: _____

Date: _____



 PROPOSED STATE AID ROUTE REMOVAL
 PROPOSED NEW MUNICIPAL STATE AID ROUTE



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

RESOLUTION NO. 2012-18

RESOLUTION REVOKING MUNICIPAL STATE AID STREETS

WHEREAS, it appears to the City Council of the City of East Bethel that the streets hereinafter described should be revoked as Municipal State Aid Streets under the provisions of Minnesota law.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: The streets described as follows, to-wit:

- **Ulysses Street NE** – 181st Avenue to 0.17 miles north of 181st Avenue NE
- **Ulysses Street NE** – 0.17 miles north of to 0.27 miles north of 181st Avenue NE
- **Ulysses Street NE** – 0.27 miles north of 181st Avenue NE to 185th Avenue NE
- **Ulysses Street NE** – 185th Avenue NE to 187th Lane NE
- **Ulysses Street NE** – 229th Avenue NE to 233rd Avenue NE
- **233rd Avenue NE** – Ulysses Street NE to Trunk Highway 65
- **Sims Road NE** – Trunk Highway 65 to Aberdeen Street NE
- **Sims Road NE** – Aberdeen Street NE to Davenport Street NE
- **Baltimore Street NE** – 237th Avenue NE to 241st Avenue NE

be, and hereby revoked as Municipal State Aid Streets of said City subject to the approval of the Commissioner of Transportation of the State of Minnesota.

BE IT FURTHER RESOLVED THAT: The City Clerk is hereby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for their consideration, and that upon their approval of the revocation of said streets or portion thereof, as Municipal State Aid Streets of the City of East Bethel, which are numbered and known as Municipal State Aid Streets 203-112-005, 203-112-010, 203-112-015, 203-112-020, 203-114-010, 203-114-020, 203-115-010, 203-115-020 and 203-119-010.

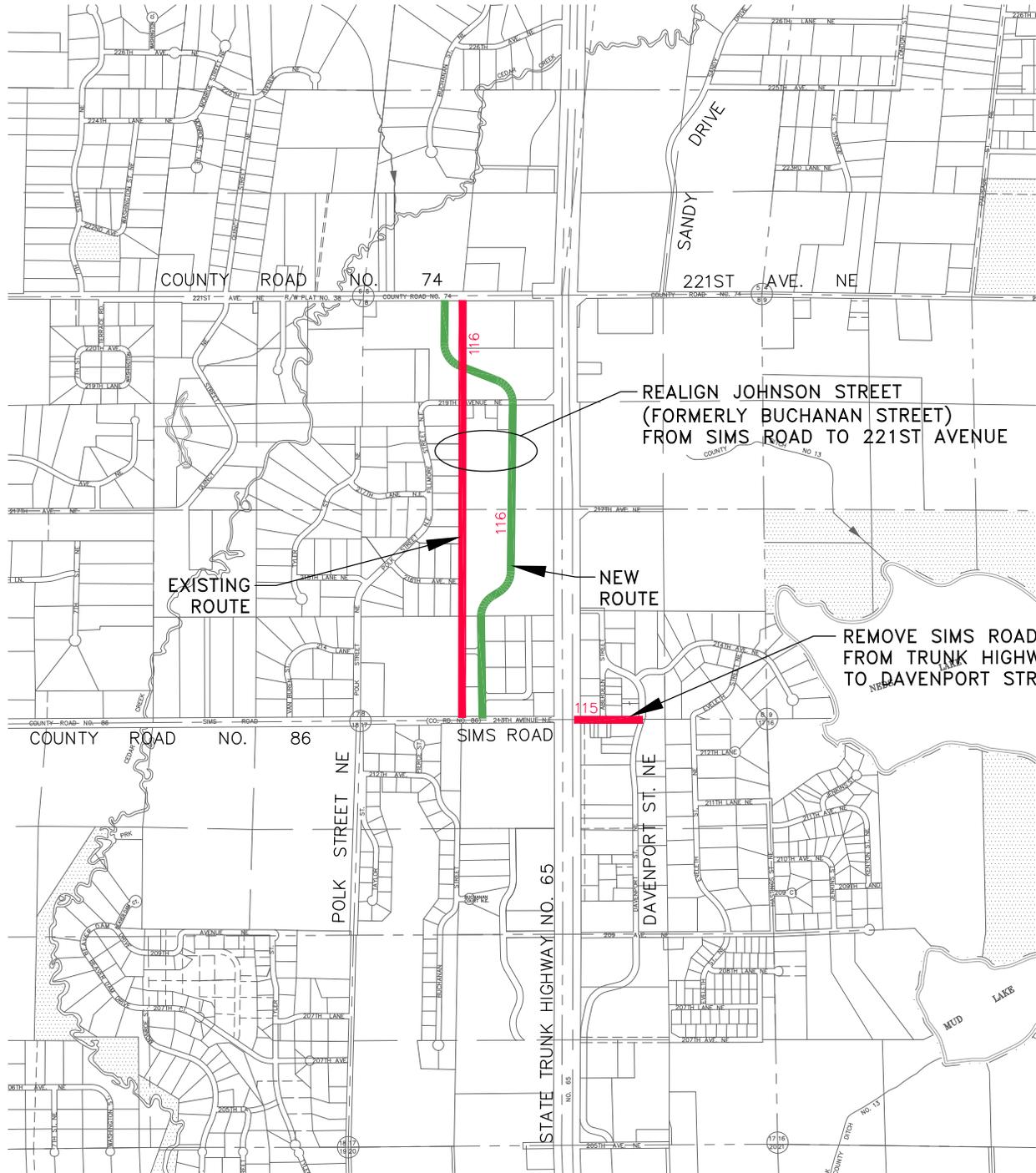
Adopted this 19th day of December 2012 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

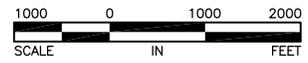
Richard Lawrence, Mayor

ATTEST:

Jack Davis, City Administrator



 PROPOSED STATE AID ROUTE REMOVAL
 PROPOSED NEW MUNICIPAL STATE AID ROUTE



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

RESOLUTION NO. 2012-19

RESOLUTION ESTABLISHING MUNICIPAL STATE AID STREETS

WHEREAS, it appears to the City Council of the City of East Bethel that the streets hereinafter described should be designated as Municipal State Aid Streets under the provisions of Minnesota law.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: The streets described as follows, to-wit:

- **Longfellow Drive NE** – Laurel Road to Lexington Avenue NE
- **Laurel Road** – Longfellow Drive NE to Lakeshore Drive NE
- **Lakeshore Drive NE** – Lincoln Drive to Laurel Road
- **Lincoln Drive** – Lakeshore Drive NE to Laurel Road

be, and hereby established, located, and designated as Municipal State Aid Streets of said City subject to the approval of the Commissioner of Transportation of the State of Minnesota.

BE IT FURTHER RESOLVED THAT: The City Clerk is hereby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for their consideration, and that upon their approval of the designation of said streets or portion thereof, that same be constructed, improved and maintained as Municipal State Aid Streets of the City of East Bethel.

Adopted this 19th day of December 2012 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:

Dcecmber 19, 2012

Agenda Item Number:

Item 8.0 A.1

Agenda Item:

Building Official's Report

Requested Action:

Information Item

Background Information:

Attached are the Building Department reports for your review:

Attachment(s):

- Building Official's November 2012 Report
- 2012 Permit and Fee Report
- 2006-2011 Building Department Revenues

Fiscal Impact:

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.

Recommendation(s):

City Council Action

Motion by:_____

Second by:_____

Vote Yes: _____

Vote No: _____

ATTACHMENT 3

	2006	2007	2008	2009	2010	2011
	Actual	Actual	Actual	Actual	Actual	Actual
R 101-32210 Building Permits	\$167,574	\$116,969	\$100,372	\$65,293	\$53,353	\$56,506
R 101-32212 Septic System Install	\$6,000	\$5,150	\$5,220	\$8,125	\$7,760	\$6,800
R 101-32230 Plumbing Connection Permits	\$4,502	\$3,781	\$1,765	\$1,185	\$1,515	\$1,175
R 101-32255 ROW Permits	\$9,600	\$6,750	\$7,200	\$6,600	\$7,500	\$4,800
R 101-34104 Bldg Plan Reviews	\$90,263	\$46,073	\$222,425	\$18,073	\$14,429	\$17,263
R 101-34111 Contractor License	\$200	\$100	\$70	\$55	\$15	\$20
R 101-34112 Septic Pumping Tracking	\$2,915	\$4,710	\$3,015	\$2,825	\$1,370	\$3,185
	\$281,054	\$183,533	\$340,067	\$102,156	\$85,942	\$89,749



City of East Bethel City Council Agenda Information

Date:

December 19, 2012

Agenda Item Number:

Item 8.0 D.1

Agenda Item:

2012 Budget Amendments

Requested Action:

Consider adopting Resolution 2012-77 amending the 2012 Budget

Background Information:

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 years 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.

Fiscal Impact:

As noted.

Recommendation(s):

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

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

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

RESOLUTION NO. 2012-77

RESOLUTION AMENDING THE 2012 BUDGET

WHEREAS, the City Council approved the 2012 General Fund budget on December 7, 2011; and

WHEREAS, during 2012 the City was affected by City staff changes that have had affect on the adopted 2012 General Fund budget; and

WHEREAS, during 2012 the City incurred additional legal expenditures for the services of a hearing officer, for representing the City in the matter of Great River Energy and in personnel matters.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST BETHEL, MINNESOTA THAT: the Budget for 2012 is hereby amended as follows:

General Fund Department	2012 Adopted Budget	2012 Changes	2012 Amended Budget
Mayor/City Council	\$85,604	\$0	\$85,604
City Administration	\$208,093	\$0	\$208,093
Elections	\$11,191	\$0	\$11,191
City Clerk	\$106,594	\$0	\$106,594
Finance	\$223,206	\$0	\$223,206
Assessing	\$50,000	\$0	\$50,000
Legal	\$152,500	\$7,500	\$160,000
Human Resources	\$2,975	\$0	\$2,975
Planning and Zoning	\$209,242	\$0	\$209,242
General Govt Buildings/Plant	\$46,260	\$0	\$46,260
Police	\$959,272	\$1,500	\$960,772
Fire Department	\$539,591	\$0	\$539,591
Building Inspection	\$188,832	(\$9,000)	\$179,832
Engineering	\$48,000	\$0	\$48,000
Park Maintenance	\$403,780	\$0	\$403,780
Street Maintenance	\$732,587	\$0	\$732,587
Civic Events	\$2,500	\$0	\$2,500
Risk Management	\$102,119	\$0	\$102,119
Central Services/Supplies	\$96,807	\$0	\$96,807
Transfers Out	\$626,745	\$0	\$626,745
TOTAL GENERAL FUND	\$4,795,898	\$0	\$4,795,898

BE IT FURTHER RESOLVED THAT: These amendments will be effective immediately.

Adopted this 19th day of December, 2012 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:

December 19, 2012

Agenda Item Number:

Item 8.0 E.1

Agenda Item:

Electronic Reader Board

Requested Action:

Consider approving final design for electronic community reader board

Background Information:

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 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.

Attachment(s):

- 1) Architectural rendering of upgraded sign design
- 2) Architectural rendering of upgraded sign design
- 3) Architectural rendering of upgraded sign design

Fiscal Impact:

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.

Recommendation(s):

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.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____



10' x 16' sign mounted to existing poles
w/ new pole covers



410 93rd Ave.^{NW}
Coon Rapids, MN 55432
763.786.5545

DATE: 11.16.12
 SALESMAN: Scott Maciej
 LOCATION: East Bethel
 NOTES: _____

These plans are the exclusive property of DeMars Signs Inc. and are the result of the original work of its employees. They are submitted to your firm for the sole purpose of your approval, assuming the signage will be manufactured by DeMars Signs Inc. Artwork and design may not be distributed outside your firm without written consent from DeMars Signs Inc. Use of this artwork and/or design without written consent is prohibited; DeMars Signs Inc. reserves the right to pursue legal action in violation of this agreement. This may include, but is not limited to: a) Reimbursement for creating above drawing. b) Any associated legal fees.

CUSTOMER APPROVAL X



10' x 16' sign mounted to existing poles
w/ new pole covers

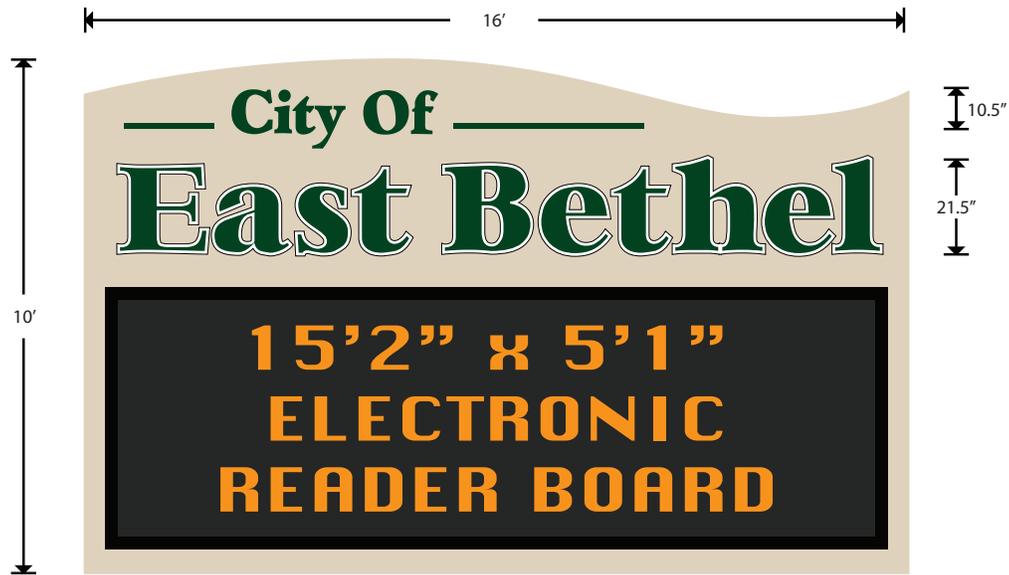


410 93rd Ave.^{NW}
Coon Rapids, MN 55432
763.786.5545

DATE: 11.16.12
 SALESMAN: Scott Maciej
 LOCATION: East Bethel
 NOTES: _____

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CUSTOMER APPROVAL X



10' x 16' sign mounted to existing poles
w/ new pole covers



410 93rd Ave.^{NW}
Coon Rapids, MN 55432
763.786.5545

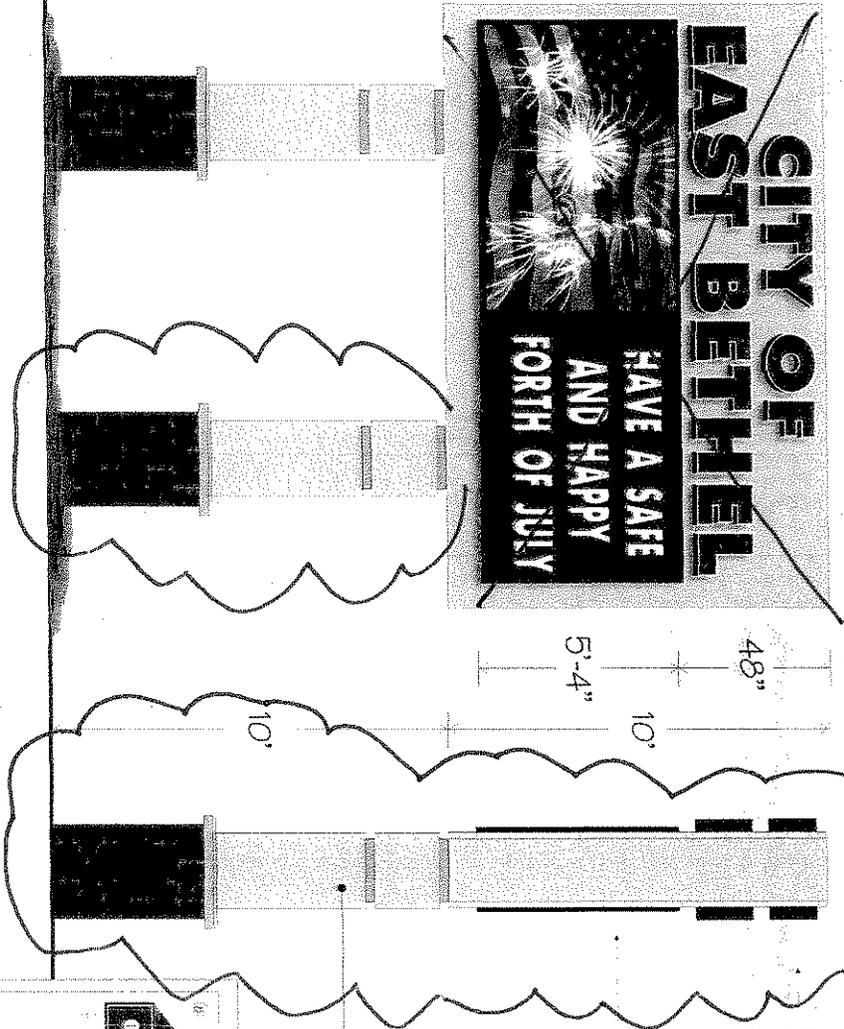
DATE: 11.16.12
 SALESMAN: Scott Maciej
 LOCATION: East Bethel
 NOTES: _____

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CUSTOMER APPROVAL X

16'-0"
14'-11"

16"
18"

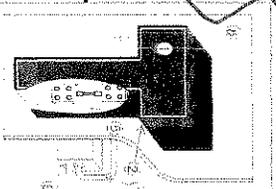


ALTERNATE #1
SIGN SIZE AND CONTENT AS DESCRIBED ON PAGE ONE
WITH AF-3550-40X128-34-RGB-2V
AF-3550-40X128-34-RGB-2V DISPLAY WITH TEMP
PROBE AND CELLULAR MODEM.

RAISED CHANNEL LETTERS ON BOTH
SIDES OF CABINET "CITY OF EAST BETHEL"
(COLOR TO BE DETERMINED)

CABINET TO HAVE REMOVABLE
END PANELS FOR SERVICE ACCESS

ALTERNATE #2
24" X 24" FAUX BRICK AND STUCCO FOAM
POLE COVERS WITH 30" X 30" SQUARE X 4"
HEIGHT BRICK BOTTOM WITH 4" CAP STONES
(ALL FOAM CONSTRUCTION FROM BENCHMARK
SIGNS) WITH TEXTURED FINISH
(COLOR TO BE DETERMINED)



- INTERNALLY ILLUMINATED LETTER WITH PLEXTAS FACE
1. WHITE #2447 ACRYLIC FACES WITH VINYL OVERLAY
 2. 1" BLACK TRIM CAPS
 3. 0.600 BRUSHED SILVER KENDRIS
 4. *NIGHT* LED LIGHTING SYSTEM
 5. WHITE ALUMINUM LETTER BACK
 6. SOLID STATE TRANSFORMER
 7. CONNECTING WIRE
 8. METAL BACKGROUND WITH TEXTURED FINISH

PRINTED COLORS & GRADIENTS AS SHOWN MAY VARY FROM ACTUAL FINISHED COLOR.

DOUBLE FACE SIGN CABINET W/ FULL COLOR DISPLAY

SCALE: 1/4" = 1'-0"

ATTACHMENT #4 COLUMN DETAIL FOR ATTACHMENTS 1&2

CLIENT-
CITY OF EAST BETHEL
2241 - 221ST AVENUE NE
EAST BETHEL, MN 55011
(763) 567-7840
(763) 434-9578 FAX

DATE: 10-15-09
NO. 22

CUSTOMER APPROVAL

THESE PLANS ARE THE EXCLUSIVE PROPERTY OF ARROW SIGN. THEY ARE SUBMITTED TO YOUR COMPANY FOR YOUR CONSIDERATION OF WHETHER TO PURCHASE THESE PLANS OR TO PURCHASE FROM ARROW SIGN. A SIGN MANUFACTURED ACCORDING TO THESE PLANS DISTRIBUTION OR EXHIBITION OF THESE PLANS TO CONSTRUCT A SIGN SIMILAR TO US EXTREMELY FORGODDEN IN THE EVENT THAT SUCH EXHIBITION OCCURS. ARROW SIGN EXPECTS TO BE REIMBURSED \$1,000 IN COMPENSATION FOR THE TIME AND EFFORT INVOLVED IN CREATING THESE PLANS.

UL LISTED
ELECTRIC SIGN



City of East Bethel City Council Agenda Information

Date:

December 19, 2012

Agenda Item Number:

Item 8.0 F.1

Agenda Item:

Fire Department Monthly Reports

Requested Action:

Informational only

Background Information:

Fire Department Monthly Report.

To aid in your understanding, staff has included as Attachment #1 the Incident Type Codes it appears on the reports.

Fiscal Impact:

None

Recommendation(s):

Informational only.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

INCIDENT TYPE CODES

- 100 Fire
- 200 Overpressure Rupture, Explosion, Overheat (No Ensuing Fire)
- 300 Rescue and Emergency Medical Service (EMS) Incidents
- 400 Hazardous Condition (No Fire)
- 500 Service Call
- 600 Good Intent Call
- 700 False Alarm and False Call
- 800 Severe Weather and Natural Disaster
- 900 Special Incident Type

**East Bethel Fire Department
Incident Call Report
November, 2012**

Incident Number	Incident Date	Alarm Time	Location	Incident Type
461	11/30/2012	06:50	24355 65 HWY NE	321 EMS call
460	11/29/2012	19:33	18164 65 HWY NE	611 Dispatched and cancelled
459	11/28/2012	15:12	65 HWY NE	322 Motor vehicle accident
458	11/28/2012	14:16	412 NE Dahlia DR NE	321 EMS call
457	11/28/2012	14:07	312 Laurel RD	611 Dispatched and cancelled
456	11/28/2012	09:51	18448 Jackson ST NE	412 Gas leak (natural gas or LPG)
455	11/27/2012	23:18	21663 Polk ST NE	321 EMS call
454	11/26/2012	18:24	22174 Palisade ST NE	611 Dispatched and cancelled
453	11/24/2012	15:42	4515 NE 224th AVE NE	321 EMS call
452	11/24/2012	11:15	2816 229 AVE	321 EMS call
451	11/24/2012	00:34	2816 229th Ave NE	531 Smoke or odor removal
450	11/23/2012	18:07	2522 Viking BLVD NE	322 Motor vehicle
449	11/23/2012	11:23	3305 199th AVE NE	321 EMS call
448	11/23/2012	08:37	65 HWY NE	611 Dispatched and cancelled
447	11/22/2012	08:37	4832 NE Viking BLVD NE	322 Motor vehicle accident
446	11/21/2012	17:05	13440 65 HWY NE	611 Dispatched and cancelled
445	11/21/2012	15:25	21764 E Bethel BLVD NE	321 EMS call
444	11/21/2012	00:27	3010 212 AVE NE	321 EMS call
443	11/20/2012	10:20	1835 Viking Blvd	611 Dispatched and cancelled
442	11/19/2012	12:09	20681 Buchanan ST NE	321 EMS call
441	11/19/2012	10:19	312 Laurel RD NE	611 Dispatched and cancelled
440	11/19/2012	00:43	20972 Kissel ST	321 EMS call
439	11/19/2012	17:56	18933 Jewell ST	611 Dispatched and cancelled
438	11/18/2012	00:04	151 Maple RD NE	321 EMS call
437	11/17/2012	08:45	4036 Viking BLVD NE	322 Motor vehicle accident
436	11/17/2012	08:10	18430 Greenbrook DR	700 False alarm or false call, other
435	11/16/2012	09:00	1809 Viking BLVD NE	321 EMS call
434	11/15/2012	17:20	199919 East Bethel BLVD	321 EMS call
433	11/15/2012	00:45	1607 214 AVE NE	321 EMS call
432	11/14/2012	09:20	3806 191 AVE	611 Dispatched and cancelled
431	11/13/2012	22:10	19000 Waconia ST NE	611 Dispatched and cancelled
430	11/13/2012	15:51	201 Cedar RD NE	321 EMS call
429	11/13/2012	05:57	3714 197th AVE NE	611 Dispatched and cancelled
428	11/12/2012	16:25	2660 NE fawn lake dr.	745 Alarm, no fire - unintentional
427	11/12/2012	08:16	3863 221st AVE	321 EMS call
426	11/12/2012	07:44	3863 221st AVE NE	321 EMS call
425	11/11/2012	12:04	18360 Leyte ST NE	321 EMS call
424	11/10/2012	23:26	23524 NE Ulysses	736 CO detector activation
423	11/10/2012	21:29	HWY65 HWY	322 Motor vehicle accident
422	11/10/2012	05:11	1341 187 LN NE	611 Dispatched and cancelled
421	11/05/2012	21:22	24355 65 HWY NE	321 EMS call
420	11/05/2012	13:24	22450 Tippecanoe ST NE	321 EMS call
419	11/05/2012	11:54	18164 Hwy 65	321 EMS call
418	11/02/2012	23:36	18935 Yalta ST NE	321 EMS call
417	11/02/2012	02:08	18249 Alamo ST NE	611 Dispatched and cancelled
416	11/01/2012	18:12	3841 Edmar LN NE	611 Dispatched and cancelled
Total				46

**East Bethel Fire Department
Type of Medical Calls**

November, 2012

Number of Medical Calls 22

Type	Number	Transport by Ambulance
Medical Complications	4	4
Short of Breath	5	5
Cardiac	3	3
Bleeding	0	0
Illness	2	2
Trauma	3	3
Assist	2	2
Other	3	2
Cancelled Medical Call	<u>8</u>	<u>0</u>
Totals	30	21

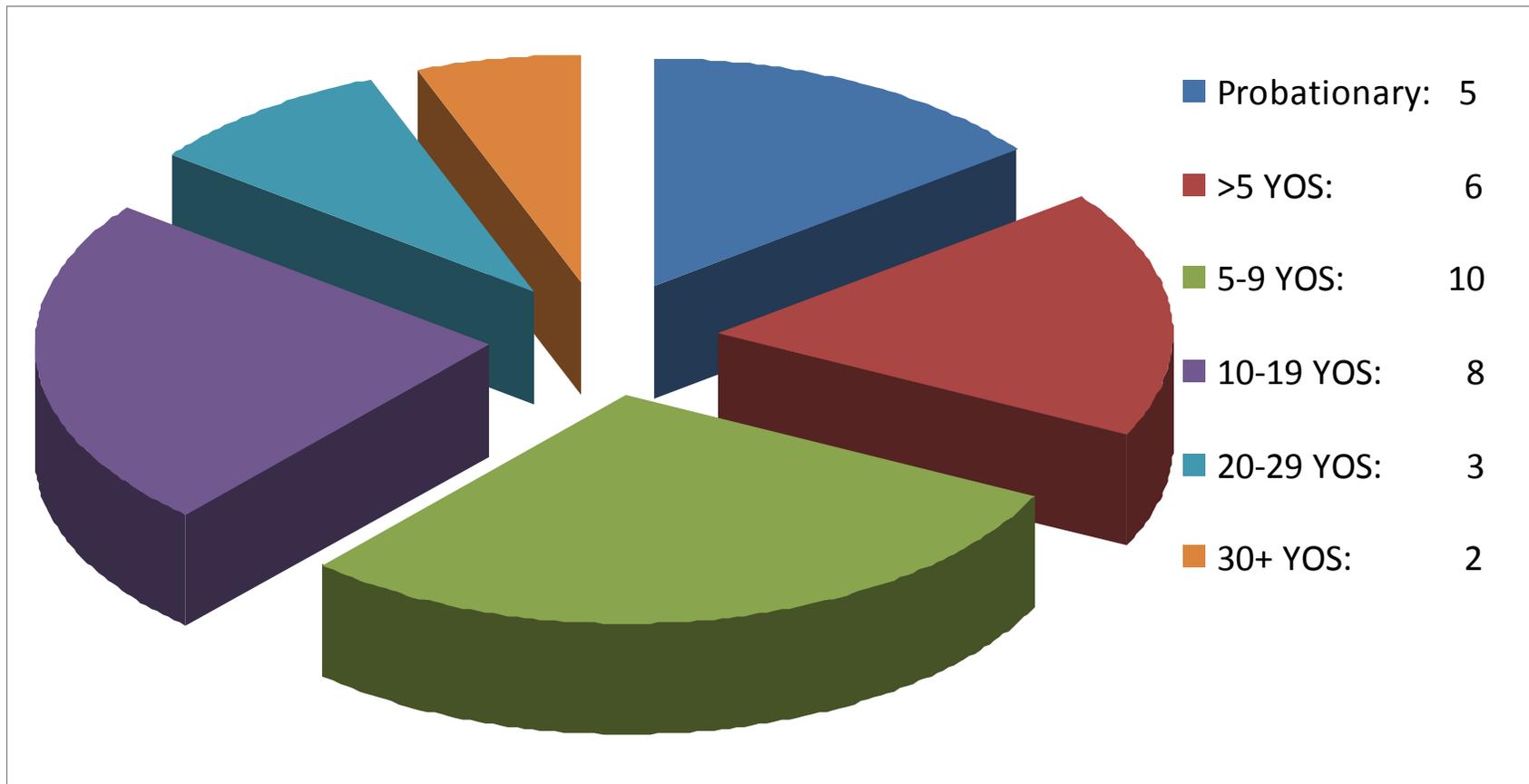


WHO ARE WE?

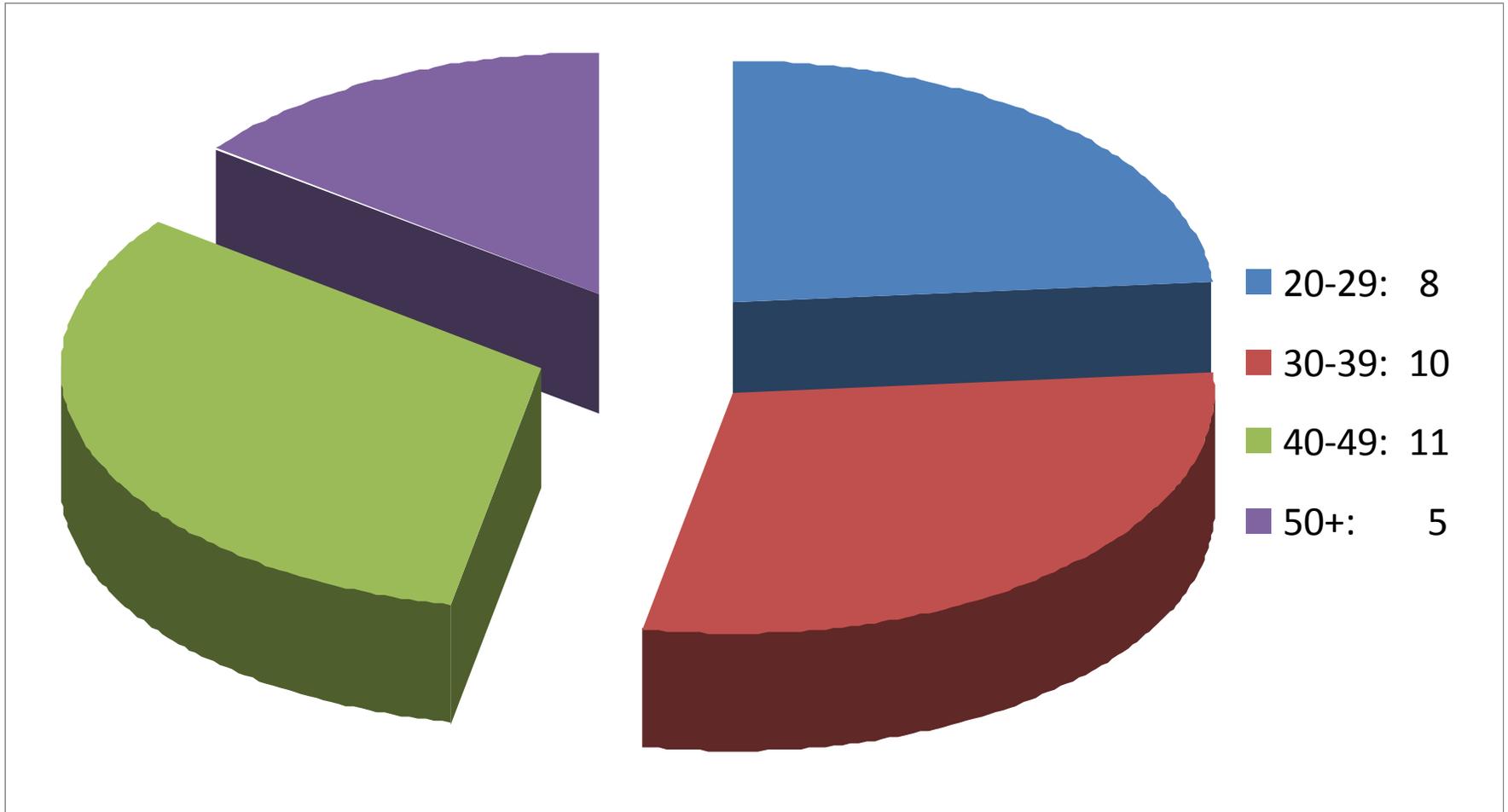


East Bethel Fire Department

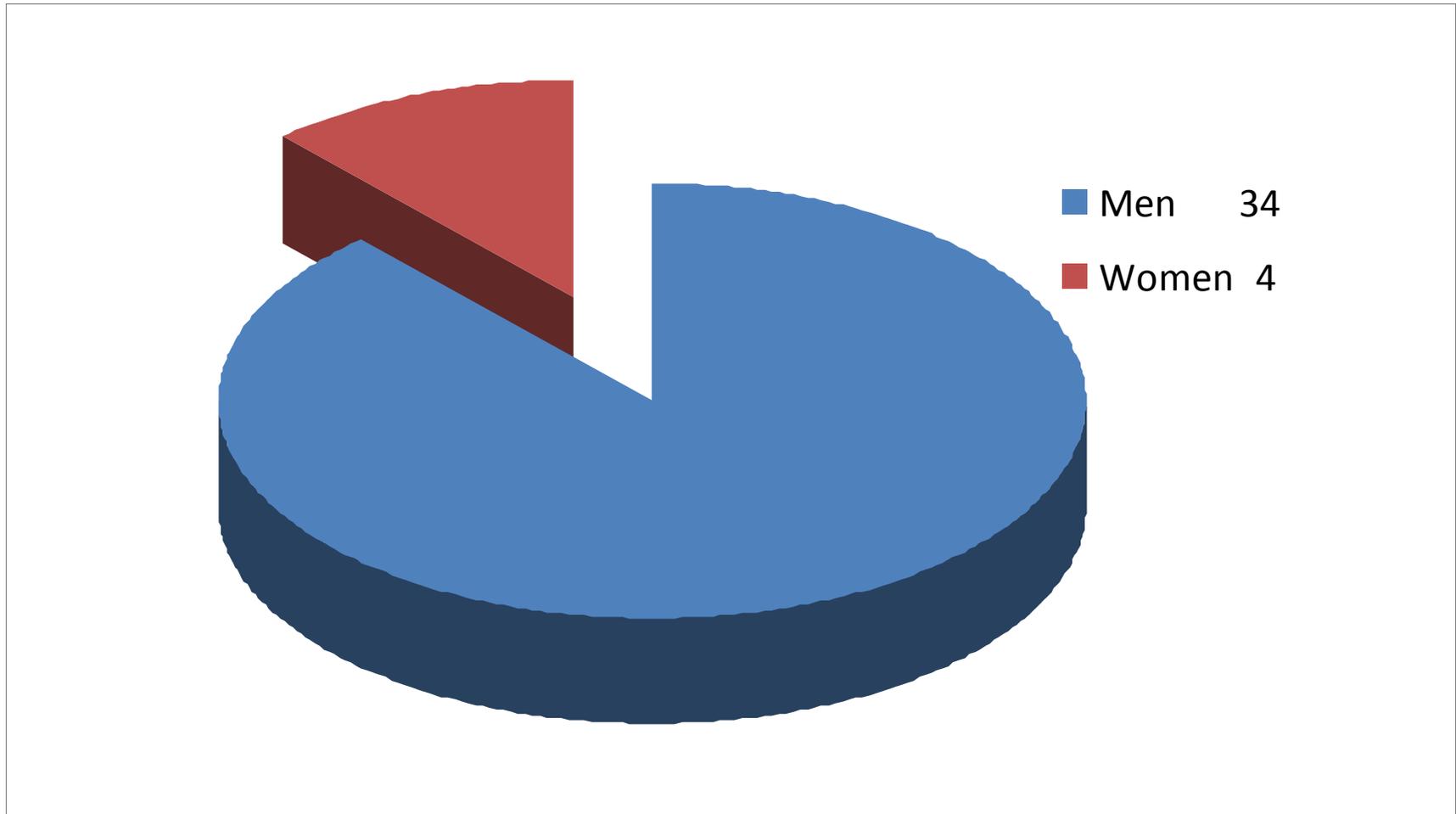
Years of Service Breakdown



Age Breakdown



Male vs. Female



BUILDING DEPARTMENT MONTHLY REPORT

	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12
Building Official Phone Calls & Emails	95	235	173	102	
Office Staff Phone Calls & Emails	276	400	342	293	
Code Violations	9	2	9	4	
Code Violations Resolved	6	0	3	0	
Code Violation Inspections	26	6	16	9	
New Home Permits	1	1	0	0	
New Commercial Permits	0	0	1	0	
Building Permits	45	50	36	22	
Mechanical Permits	7	11	11	6	
Plumbing Permits	5	7	5	2	
Septic System Permits	4	6	8	3	
Building Inspections	72	89	108	72	
Septic Inspections	12	12	24	9	
Sewer Connection Permits	0	0	0	0	
Sewer Connection Inspections	0	0	0	0	
Water Connection Permits	0	0	0	0	
Water Connection Inspections	0	0	0	0	
Meetings	5	6	16	6	

NOTE: This report does not show time for plan reviews for any of the permits issued.

CITY OF EAST BETHEL

Permits Issued & Fees Report - Condensed

Issued Date From: 11/1/2012 To: 11/30/2012

Permit Type: All Property Type: All Construction Type: All

Include YTD: Yes Status: Not Voided

Permit Kind	Permit Count	Valuation	Revenue	Plan Check	State Surcharge	Total Fees
Permit Type: BUILDING						
COMMERCIAL ADDITION	Period 0					
	YTD 2	44,544.00	701.20	454.48	22.27	1,177.95
COMMERCIAL CERTIFICATE OF OCCUPANCY	Period 0					
	YTD 1		50.00		5.00	55.00
COMMERCIAL DECK	Period 0					
	YTD 1	6,000.00	125.25	81.41	3.00	209.66
COMMERCIAL NEW CONSTRUCTION	Period 0					
	YTD 3	5,612,510.15	26,366.70	17,136.40	2,395.00	174,898.10
COMMERCIAL REMODEL	Period 0					
	YTD 1	66,000.00	756.75	491.24	33.00	1,280.99
COMMERCIAL ROOFING	Period 0					
	YTD 3	162,960.00	1,692.60		15.00	1,707.60
COMMERCIAL SIGN	Period 0					
	YTD 6	18,891.00	477.95		9.44	487.39
RESIDENTIAL ACCESSORY BUILDING	Period 2	89,000.00	1,157.00	718.25	49.50	1,924.75
	YTD 13	206,527.00	3,554.00	1,787.64	143.26	5,484.90
RESIDENTIAL ADDITION	Period 3	103,500.00	1,310.25	849.71	51.75	2,211.71
	YTD 11	337,523.08	4,229.50	2,706.92	168.77	7,105.19
RESIDENTIAL AIR CONDITIONING	Period 0					
	YTD 1		50.00		5.00	55.00
RESIDENTIAL ALTERATION	Period 0					
	YTD 4	70,714.00	1,111.25	1,109.25	40.36	1,151.61
RESIDENTIAL BASEMENT FINISH	Period 0					
	YTD 5	50,500.00	925.25	603.14	25.25	1,553.64
RESIDENTIAL DECK	Period 1		1.00		5.00	156.00
	YTD 35		135.00		175.00	5,560.00

Permit Kind	Permit Count	Valuation	Revenue	Plan Check	State Surcharge	Total Fees
Permit Type: BUILDING						
RESIDENTIAL DEMOLITION	Period YTD		100.00		10.00	110.00
RESIDENTIAL GARAGE, ATTACHED	Period YTD	21,000.00	336.25	217.91	10.50	564.66
RESIDENTIAL GARAGE, DETACHED	Period YTD	175,764.00	2,812.15	1,822.03	87.88	4,722.06
RESIDENTIAL GAS LINE INSTALLATION	Period YTD		50.00		5.00	55.00
RESIDENTIAL HVAC	Period YTD		501.00		50.00	551.00
RESIDENTIAL INSPECTION FEES	Period YTD		100.50		0.50	100.50
RESIDENTIAL IRRIGATION	Period YTD		50.00		5.00	55.00
RESIDENTIAL NEW CONSTRUCTION	Period YTD	931,900.00	6,958.20	4,520.24	465.95	11,964.39
RESIDENTIAL POLE BUILDING	Period YTD	97,344.00	1,599.55	1,036.45	48.67	2,684.67
RESIDENTIAL POOL, ABOVE GROUND	Period YTD		51.00		5.00	56.00
RESIDENTIAL POOL, IN GROUND	Period YTD		101.00		5.00	106.00
RESIDENTIAL PORCH OR 3 SEASON	Period YTD	45,000.00	675.50	437.77	22.50	1,135.77
RESIDENTIAL REMODEL	Period YTD	12,000.00	210.25	136.01	6.00	352.26
RESIDENTIAL REPAIR	Period YTD	86,900.00	1,584.95	1,029.34	43.45	2,657.74
RESIDENTIAL ROOFING	Period YTD	17,500.00	336.50	217.42	8.75	562.67
RESIDENTIAL SIDING	Period YTD		707.00		35.00	742.00
	YTD	12,623.00	12,623.00	625.00	13,293.00	
	Period YTD		243.00		15.00	258.00
	YTD	2,672.00	2,672.00	165.00	2,837.00	

Permit Kind	Permit Count	Valuation	Revenue	Plan Check	State Surcharge	Total Fees
Permit Type: BUILDING						
RESIDENTIAL WATER SOFTENER	Period 0					
	YTD 2		100.00		10.00	115.00
RESIDENTIAL WIN/DR REPLA(no opening change)	Period 5		255.00		25.00	280.00
	YTD 51		2,626.50		255.00	2,881.50
Permit Type: BUILDING - Totals						
	Period 22	204,500.00	3,883.50	1,703.97	187.25	5,924.72
	YTD 347	7,951,577.23	73,453.55	33,651.64	4,863.55	245,178.99
Permit Type: MECHANICAL						
COMMERCIAL HVAC	Period 1	12,000.00	120.00		6.00	126.00
	YTD 3	25,200.00	285.00		16.75	301.75
RESIDENTIAL AIR CONDITIONING	Period 0					
	YTD 3		150.00		15.00	165.00
RESIDENTIAL FIREPLACE/CHIMNEY	Period 0					
	YTD 2		100.00		10.00	110.00
RESIDENTIAL FIREPLACE/ROUGH IN	Period 0					
	YTD 1		50.00		5.00	55.00
RESIDENTIAL GAS LINE INSTALLATION	Period 0					
	YTD 1		15.00		5.00	20.00
RESIDENTIAL HVAC	Period 5		250.00		25.00	275.00
	YTD 50		2,552.00		250.00	2,802.00
RESIDENTIAL NEW CONSTRUCTION	Period 0					
	YTD 3		150.00		15.00	165.00
RESIDENTIAL REMODEL	Period 0					
	YTD 1	29,000.00	431.65		14.50	446.15
RESIDENTIAL WATER HEATER	Period 0					
	YTD 2		100.00		10.00	110.00
RESIDENTIAL WATER SOFTENER	Period 0					
	YTD 1		50.00		5.00	55.00
Permit Type: MECHANICAL - Totals						
	Period 6	12,000.00	370.00		31.00	401.00
	YTD 67	54,200.00	3,883.65		346.25	4,229.90

Permit Kind	Permit Count	Valuation	Revenue	Plan Check	State Surcharge	Total Fees
Permit Type: PLUMBING						
COMMERCIAL NEW CONSTRUCTION	Period 1	11.00	50.00		0.50	50.50
	YTD 3	286,011.00	2,910.00		143.50	3,053.50
COMMERCIAL REPAIR	Period 0					
	YTD 1	800.00	50.00		0.50	50.50
RESIDENTIAL ADDITION	Period 0					
	YTD 1		50.00		5.00	55.00
RESIDENTIAL FIREPLACE/ROUGH IN	Period 0					
	YTD 1		50.00		5.00	55.00
RESIDENTIAL NEW CONSTRUCTION	Period 0					
	YTD 5		385.00		25.00	410.00
RESIDENTIAL REMODEL	Period 1		50.00		5.00	55.00
	YTD 14		700.00		70.00	780.00
RESIDENTIAL REPAIR	Period 0					
	YTD 1		50.00		5.00	55.00
RESIDENTIAL WATER HEATER	Period 0					
	YTD 8		400.00		40.00	440.00
RESIDENTIAL WATER SOFTENER	Period 0					
	YTD 1		50.00		5.00	55.00
Permit Type: PLUMBING - Totals						
	Period 2	11.00	100.00		5.50	105.50
	YTD 35	286,811.00	4,645.00		299.00	4,954.00
Permit Type: RIGHT OF WAY						
COMMERCIAL RIGHT-OF-WAY	Period 1		300.00			300.00
	YTD 10		3,000.00			3,000.00
RESIDENTIAL RIGHT-OF-WAY	Period 1		300.00			300.00
	YTD 24		7,200.00			7,200.00
Permit Type: RIGHT OF WAY - Totals						
	Period 2		600.00			600.00
	YTD 34		10,200.00			10,200.00

Permit Kind	Permit Count	Valuation	Revenue	Plan Check	State Surcharge	Total Fees
Permit Type: SEPTIC SYSTEM						
RESIDENTIAL NEW CONSTRUCTION	Period 0					
	YTD 2		400.00			400.00
RESIDENTIAL NEW MOUND SYSTEM	Period 0					
	YTD 1		200.00			200.00
RESIDENTIAL REPAIR	Period 0					
	YTD 3		300.00		5.00	305.00
RESIDENTIAL SEPTIC ALTERNATIVE	Period 0					
	YTD 5					1,000.00
RESIDENTIAL SEPTIC AT-GRADE	Period 0					
	YTD 3					600.00
RESIDENTIAL SEPTIC BED	Period 2					400.00
	YTD 18					3,600.00
RESIDENTIAL SEPTIC MOUND	Period 0					
	YTD 6					1,200.00
RESIDENTIAL SEPTIC PERMIT	Period 0					
	YTD 1		200.00			200.00
RESIDENTIAL SEPTIC TRENCH	Period 1					200.00
	YTD 10		200.00			2,000.00
Permit Type: SEPTIC SYSTEM - Totals						
	Period 3					600.00
	YTD 49		1,300.00		5.00	9,505.00

Report Totals	Permit Count	Valuation	Revenue	Plan Check	State Surcharge	Total Fees
	Period 35	\$216,511.00	4,953.50	1,703.97	223.75	7,631.22
	YTD 532	\$8,292,588.23	93,482.20	33,651.64	5,513.80	274,067.89

ITEM	November-12	October-12	YTD 2012	YTD 2011
Radio Calls	387	370	4,405	4,444
Incident Reports	343	403	4,164	3,903
Burglaries	4	0	46	51
Thefts	10	17	227	220
Crim Sex Conduct	0	0	5	5
Assault	2	1	17	23
Damage to Property	6	4	75	73
Harass Comm	1	1	41	42
Felony Arrests	1	0	20	47
Gross Misd Arrests	2	1	6	6
Misd Arrests	13	14	147	95
DUI Arrests	1	3	35	53
Domestic Arrests	2	3	35	26
Warrant Arrests	1	3	54	43
Traffic Arrests	86	112	1,069	911

* Total Radio Calls for the month and YTD are the sum from City of East Bethel and Community Service Officer pages.

CITY OF EAST BETHEL – COMMUNITY SERVICE OFFICERS

NOVEMBER 2012

ITEM	November-12	October-12	YTD 2012	YTD 2011
Radio Calls	27	17	221	190
Incident Reports	26	18	237	211
Accident Assist	4	2	26	18
Vehicle Lock Out	5	2	28	62
Extra Patrol	28	34	354	394
House Check	0	0	0	15
Business Check	0	1	25	318
Animal Complaints	13	5	89	90
Traffic Assist	5	1	42	42
Aids: Agency	20	47	370	561
Aids: Public	68	33	299	377
Paper Service	0	1	32	49
Inspections	0	0	0	0
Ordinance Violations	0	0	13	5

Anoka County Sheriff's Office Report November 2012

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 6 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 xbox 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.



PUBLIC FORUM SIGN UP SHEET

December 19, 2012

The East Bethel City Council welcomes residents and property owners to the Public Forum. The purpose of the forum is to provide residents and property owners an opportunity to respectfully inform the Council of issues they are concerned about.

The following guidelines apply to the Public Forum:

1. A resident/property owner may address the Council on any matter not on the agenda during the Public Forum portion of the agenda.
2. A person desiring to speak must sign up prior to the time the Council reaches the Forum on the agenda.
3. The Mayor will invite speakers up to the podium/microphone.
4. Once the Mayor has recognized the speaker, the speaker should state his/her name, address, and phone number.
5. Each speaker should attempt to limit their presentation to 3 minutes.
6. If a group of persons wish to address the Council regarding the same issue, the group should elect a spokesperson to present the group's issue to the Council.
7. The Council will listen to the issue but will not engage in dialogue or a Q & A session. If a majority of the Council would like to address the issue in more detail, it can be added to the agenda or can be addressed during the regular agenda of a future meeting.

NAME	ADDRESS	PHONE NUMBER	TOPIC

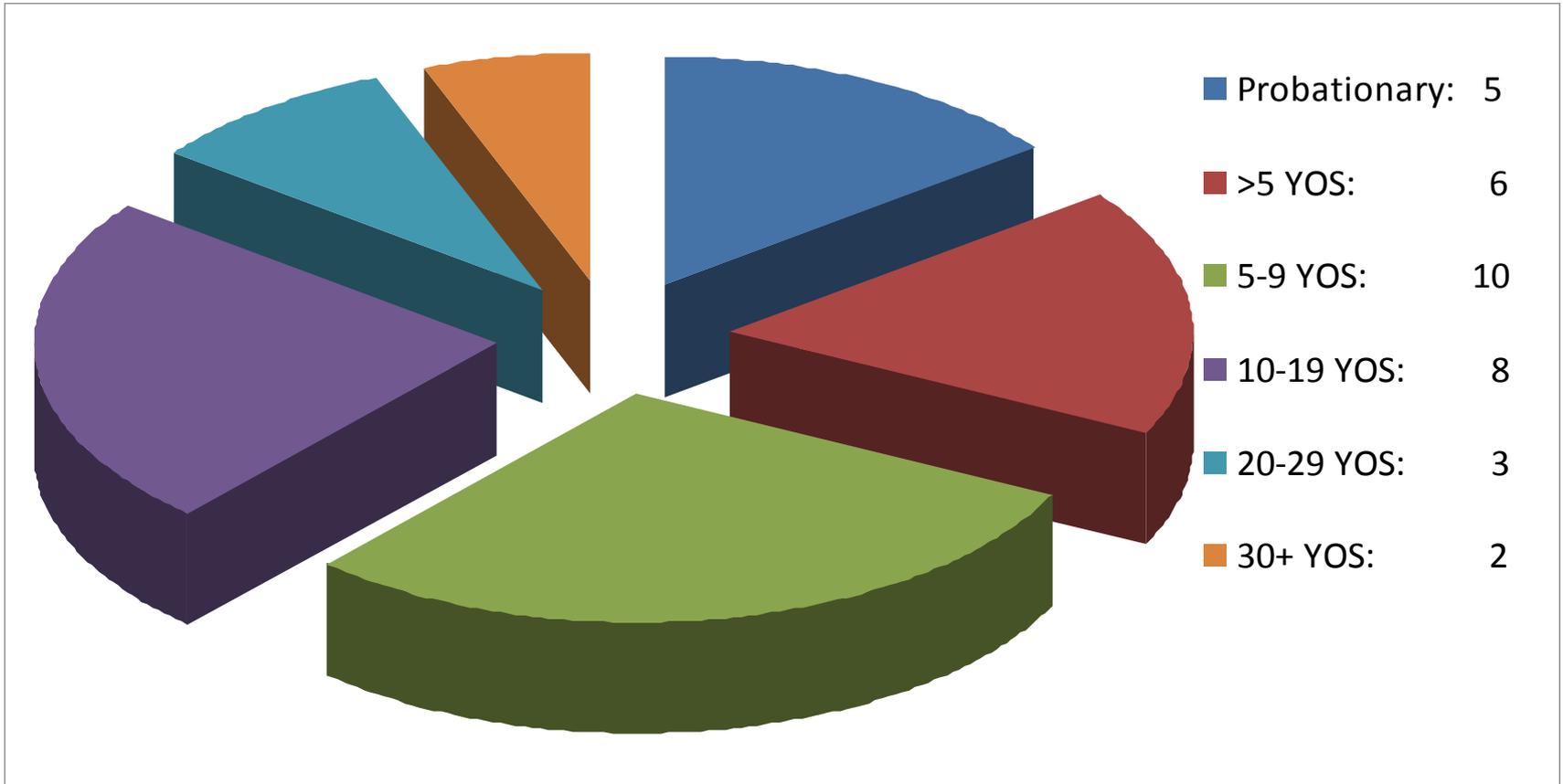


WHO ARE WE?

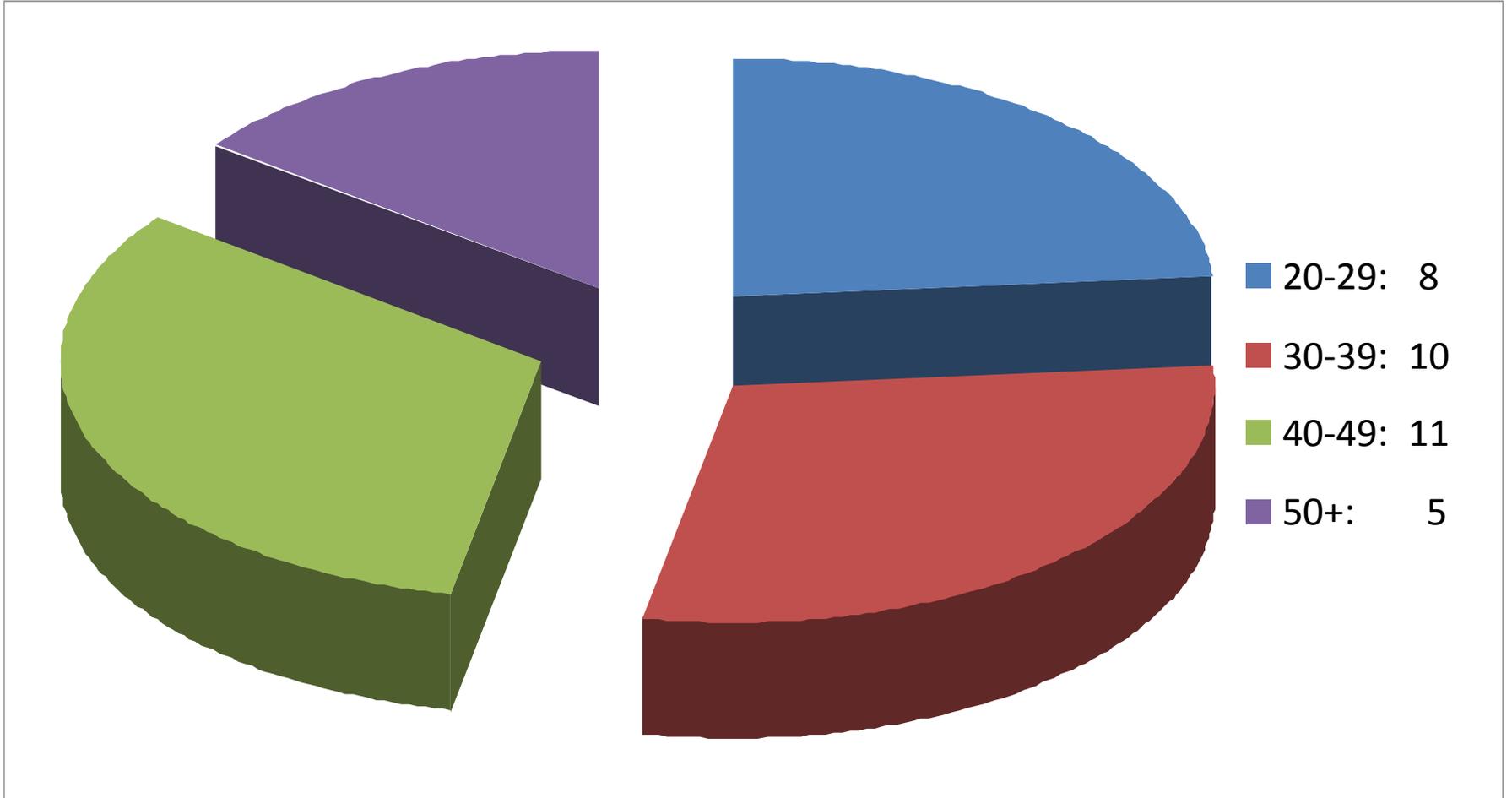
East Bethel Fire Department



Years of Service Breakdown



Age Breakdown



Male vs. Female

