

# City of East Bethel

## City Council Agenda

Regular Council Meeting – 7:30 p.m.

Date: November 7, 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**
- 7:34 PM     **4.0     Public Hearings**  
Page 1-5     A.     Drainage and Utility Easement Vacation for AHI, Investments LLC & Village Bank  
Page 6-7     B.     Delinquent Utility and Emergency Services Charges
- 8:00 PM     **5.0     Public Forum**
- 8:10 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 12-16     A.     Approve Bills  
Page 17-31     B.     Meeting Minutes, October 17, 2012, Regular Meeting  
                         C.     Schedule Special Meeting to Canvass Election Results  
Page 32-34     D.     Pay Estimate #8 to Municipal Builders for Water Treatment Plant No. 1  
Page 35-37     E.     Pay Estimate #1 to Rum River Contracting for the Jackson Street Reconstruction Project  
Page 38-43     F.     Res. 2012-65 Accepting Work of Traut Wells for Municipal Wells No. 3 & 4  
Page 44-45     G.     Change Order No. 2 Sprinkler System & Fencing Municipal Builders for Water Treatment  
                         H.     Approve Hire of Community Development Director/City Planner  
Page 46         I.     Res. 2012-66 Accepting Donation from Boy Scout Troup 733
- New Business**
- 7.0     Commission, Association and Task Force Reports**
- 8:15 PM     A.     EDA Commission  
Page 47-57     B.     Planning Commission  
                         1.     Meeting Minutes, October 23, 2012  
                         C.     Park Commission  
8:17 PM     D.     Road Commission  
Page 58-65     1.     Meeting Minutes, October 9, 2012
- 8.0     Department Reports**
- 8:19 PM     A.     Community Development  
Page 66-75     1.     Building Department Report  
8:25 PM     B.     Engineer  
Page 76-77     1.     Municipal Utilities Project Update

- Page 78-82                    2.     Resolution 2012-67 Granting the Vacation of Street, Drainage and Utility Easements Located on Lot 1, Block 1 and Outlot A, Classic Construction Commercial Park
- 9:35 PM                    C.     Attorney
- D.     Finance
- 1.     2013 Budget Discussion
- 10:00 PM                   E.     Public Works
- 1.     Electronic Reader Board
- F.     Fire Department
- 9:45 PM                    G.     City Administrator
- 1.     MCES Proposal
- 2.     Liquor License Refund

**9.0     Other**

- 10:10 PM                   A.     Council Reports
- 10:15 PM                   B.     Other
- 10:20 PM Page 153      C.     Closed Session – Litigation - Employee Veteran’s Preference

10:30 PM     **10.0     Adjourn**



# City of East Bethel City Council Agenda Information

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**Date:**

November 7, 2012

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**Agenda Item Number:**

Item 4.0 A

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**Agenda Item:**

Public Hearing for Vacation of Street, Drainage and Utility Easements on Lot 1, Block 1 and Outlot A, Classic Commercial Park.

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**Requested Action:**

Conduct Public Hearing for the Vacation of Street, Drainage and Utility Easements on Lot 1, Block 1 and Outlot A, Classic Commercial Park.

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**Background Information:**

Classic Commercial Park was platted in 2006. At that time, the plat was approved with a temporary cul-de-sac easement on the north end of Ulysses Street. The Final Plat of Classic Commercial Park is included as Attachment 1. The developer has replatted Classic Commercial Park as Classic Commercial Park 2<sup>nd</sup> Addition. As part of the replatting process, the developer constructed a cul-de-sac as shown on Attachment 2. A new easement for the current location of the cul-de-sac has been prepared and filed. The right of way to the north property line is still in place.

Ulysses Street would only be extended north in the future to service the property north of Classic Commercial Park 2<sup>nd</sup> Addition therefore if a new cul-de-sac was constructed it would terminate north of the current plat line. For this reason the current easements for Street, Drainage and Utility that would service a future cul-de-sac on the north end of Ulysses Street is not needed.

As part of the vacation process, state statutes require a public hearing. A public hearing notice has been published in the Anoka County Union and adjacent landowners have been notified of the hearing by mail.

**Attachments:**

1. Public Hearing Notice
2. Classic Commercial Park 2<sup>nd</sup> Addition Preliminary Plat Showing Easement

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**Fiscal Impact:**

None.

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**Recommendation(s):**

Staff recommends that Council conduct the public hearing and receive public comment as required by state statutes for the vacation of a portion of the Street, Drainage and Utility

Easements on Lot 1, Block 1 and Outlot A, Classic Commercial Park that are intended for a future cul-de-sac on the north end of the platted right of way for Ulysses Street.

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**City Council Action**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

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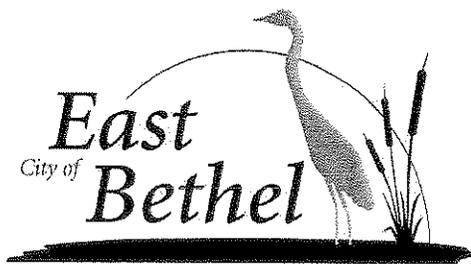
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Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_



## MEMORANDUM

**TO:** Adjacent Land Owners to the plat known as Classic Commercial Park

**FROM:** Jack Davis, City Administrator 

**DATE:** October 25, 2012

**RE:** Public Notice

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Attached please find the public notice for the hearing that will be conducted on November 7, 2012 at 7:30 p.m. at the East Bethel City hall located at 2241-221st Avenue NE, East Bethel, MN 55011. The hearing is to consider the vacation of drainage and utility easements on the plat of Classic Commercial Park for AHI Investments, LLC and Village Bank. Also included is the preliminary plat for Classic Commercial Park with the easements noted in yellow for your information and the draft resolution that will be considered by the City Council at their regularly scheduled meeting on November 7, 2012.

**NOTICE OF PUBLIC HEARING  
ON PETITION FOR STREET, DRAINAGE AND UTILITY EASEMENT VACATIONS**

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

NOTICE IS HEREBY GIVEN that the City Council of the City of East Bethel, Minnesota (the "City") will hold a public hearing at the direction of the City Administrator and upon the petition of AHI Investments, LLC and Village Bank requesting vacation of drainage and utility easements affecting property legally described as set forth below:

A temporary easement for public road, drainage and utility purposes over that part of Lot 1, Block 1, and that part of Outlot A, all in CLASSIC COMMERCIAL PARK, according to the recorded plat thereof, Anoka County, Minnesota, lying within the circumference of a 70.00 foot radius circle, the center of said circle being the intersection of the center line of Ulysses Street N.E., as dedicated in said plat, with a line parallel with and distant 74.69 feet South of the North line of the Northeast Quarter of the Northwest Quarter of Section 32, Township 33, Range 23, Anoka County, Minnesota.

The public hearing will be held before the City Council of the City on Wednesday, November 7, 2012, at or after 7:30 p.m. at the East Bethel City Hall, 2241 – 221st Avenue Northeast.

All written and oral comments will be considered.

Dated: October 26, 2012

Jack Davis  
City Administrator

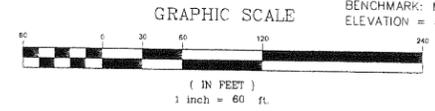
Published in the Anoka County Union October 26 and November 2, 2012

# PRELIMINARY PLAT -of- CLASSIC COMMERCIAL PARK 2ND ADDITION

**DEVELOPER:**  
CLASSIC CONSTRUCTION  
18542 ULYSSES ST. NE  
EAST BETHEL, MN 55011  
(763) 434-8870

**PROPERTY OWNERS:**  
CD PROPERTIES NORTH, LLC (OUTLOT A)  
and  
VILLAGE BANK (LOT 1, BLOCK 1)

**BENCHMARK**  
BENCHMARK: MNDOT DENN  
ELEVATION = 899.145 (NAVO 88)



## EXISTING PROPERTY DESCRIPTION:

Lot 1, Block 1 and Outlot A, CLASSIC COMMERCIAL PARK, Anoka County, Minnesota.

## DRAINAGE AND UTILITY EASEMENT VACATION DESCRIPTION:

A portion of the drainage and utility easement as dedicated on the plat of CLASSIC COMMERCIAL PARK, Anoka County, Minnesota. Said easement described as being the north 293.92 feet of the east 234.83 feet of Outlot A, CLASSIC COMMERCIAL PARK, except the north and east 10 feet thereof.

and

A portion of the drainage and utility easement as dedicated on the plat of CLASSIC COMMERCIAL PARK, Anoka County, Minnesota. Said easement being that part of Lot 1, Block 1, CLASSIC COMMERCIAL PARK, described as beginning at the northwest corner of said Lot 1; thence South 04 degrees 26 minutes 30 seconds East, along the west line of said Lot 1, a distance of 35.18 feet; thence South 89 degrees 21 minutes 55 seconds East a distance of 167.63 feet; thence South 76 degrees 57 minutes 28 seconds East a distance of 148.82 feet; thence North 04 degrees 26 minutes 30 seconds West a distance of 67.28 feet to the north line of said Lot 1; thence North 89 degrees 21 minutes 55 seconds West along said north line a distance of 310.13 feet to the point of beginning. Except the north and west 10 feet thereof.

## PROPOSED POND ACCESS EASEMENTS:

A perpetual easement for ingress/egress purposes over and across the south 10 feet of the north 106 feet of Outlot A and over and across the north 14.5 feet of the south 39.5 feet of Lot 1, Block 2, all in CLASSIC COMMERCIAL PARK 2ND ADDITION, Anoka County, Minnesota.

## LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES ANOKA COUNTY CAST IRON MONUMENT
- DENOTES CATCH BASIN
- DENOTES SANITARY SEWER MANHOLE
- DENOTES HYDRANT
- DENOTES GATE VALVE
- DENOTES SIGN
- DENOTES EXISTING CONTOURS
- DENOTES BUILDING SETBACK LINE
- DENOTES EXISTING SANITARY FORCEMAIN
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING RETAINING WALL
- DENOTES CONCRETE SURFACE
- DENOTES BITUMINOUS SURFACE
- DENOTES RIGHT-OF-ACCESS DEDICATED TO STATE OF MINNESOTA
- (XXXXX C.C.P.) DENOTES MEASUREMENT FROM THE PLAT OF CLASSIC COMMERCIAL PARK
- DENOTES EASEMENT TO BE VACATED
- DENOTES PROPOSED POND ACCESS EASEMENT
- DENOTES ADJOINING PARCEL OWNER AND PARCEL ID NUMBER

## NOTES:

- Field survey was completed by E.G. Rud and Sons, Inc. in December 2011 and March 2012.
- Bearings shown are on Anoka County datum.
- Proposed building and improvements on Lot 1, Block 2 per site plan prepared by Lampert Architects.
- Existing Building and improvements shown on Lot 1, Block 1 per field survey work and original site plan.
- Paving and utilities shown per field location and proposed utility plans by Plowe Engineering.
- Parcel ID Numbers: 32-33-23-21-0008 (Lot 1, Block 1) and 32-33-23-21-0009 (Outlot A)
- Existing legal description and easements shown per title commitment issued by Registered Abstactors, dated March 27, 2012. Commitment No. T12-04016.

## ZONING INFORMATION

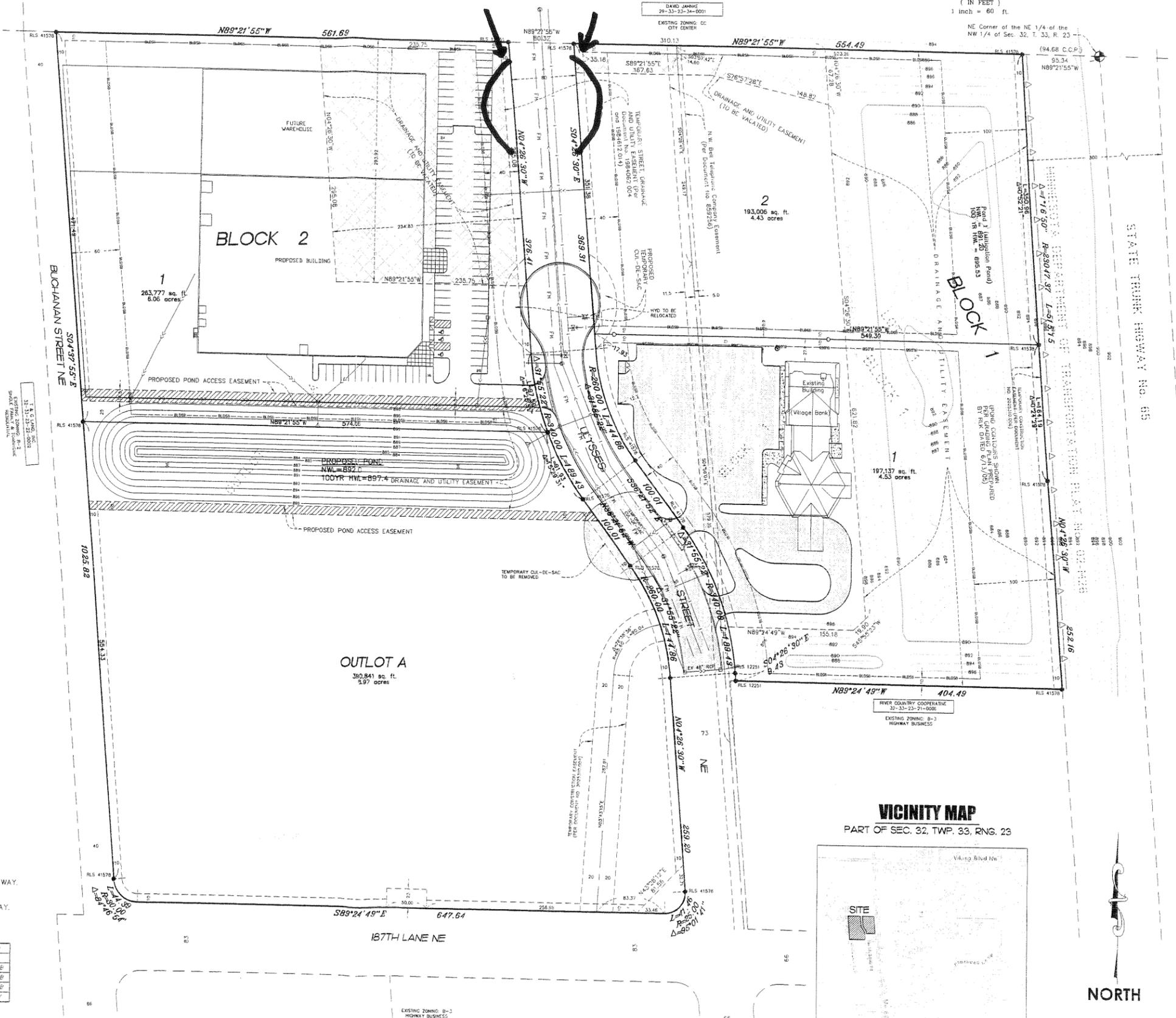
EXISTING ZONING = HIGHWAY COMMERCIAL (B-3) DISTRICT

LOT STANDARDS:  
-23,000sf MINIMUM LOT SIZE.  
-100 FOOT MINIMUM LOT WIDTH.

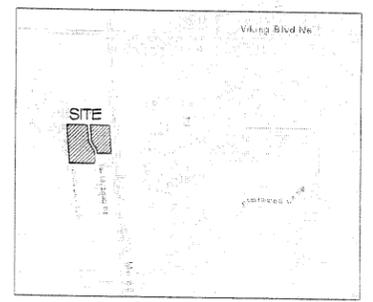
BUILDING SETBACKS:  
-40 FEET FRONT - ADJOINING CITY RIGHT OF WAY.  
-100 FEET FRONT - ADJOINING STATE/COUNTY RIGHT OF WAY.  
-10 FEET SIDE - INTERIOR.  
-40 FEET SIDE - ADJOINING CITY RIGHT OF WAY.  
-100 FEET SIDE - ADJOINING STATE/COUNTY RIGHT OF WAY.  
-25 FEET REAR  
-60 FEET REAR - ABUTTING RESIDENTIAL DISTRICT

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

JASON E. RUD  
Date: 5/18/2012 License No. 41578



## VICINITY MAP



NO.	DATE	DESCRIPTION	BY
1	5/3/12	CITY COMMENTS	BAE
2	5/14/12	CITY COMMENTS	BAE
3	5/18/12	REVISE PROPOSED CUL-DE-SAC	BAE

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



# City of East Bethel City Council Agenda Information

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**Date:**

November 7, 2012

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**Agenda Item Number:**

Item 4.0 B

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**Agenda Item:**

Public Hearing – Delinquent Charges

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**Requested Action:**

Conduct a Public Hearing for Delinquent Utility and Emergency Services Charges

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**Background Information:**

East Bethel Code of Ordinances, Chapter 74, Sec. 74-126 (b) provides for the collection of delinquent utility bills through the property tax system. East Bethel Code of Ordinances, Chapter 30, Sec. 30-105 provides for the collection of unpaid emergency services through the property tax system in the county which the recipient of the services owns property. These ordinances provide an opportunity for property owners that are delinquent in payments to the City for utility services and for emergency services to come before the City Council to explain their specific situation. The Public Hearing on Wednesday evening is that hearing required in the ordinances.

The Public Hearing must be conducted and property owners must be provided an opportunity to be heard before the final certification of delinquent amounts is forwarded to the County for collection with property taxes.

At its September 19, 2012 meeting, Council set November 7, 2012 as the Public Hearing date for individuals wishing to object to the delinquent charges being collected through the property tax system. All affected property owners have been notified via U.S. Mail of the opportunity to appear before the City Council on Wednesday evening. Requests to be heard at the Public Hearing as provided for by ordinance were accepted through October 19, 2012. As of this date, no property owners have notified the City of their intent to be heard before the City Council.

Two emergency service charges remain unpaid. One of the unpaid amounts is for the fire department's response to a motor vehicle accident at Hwy 65 & Viking; the other unpaid charge is for an emergency response to a fall off of a three-wheeler.

Final certification date will be November 21, 2012. The final list must be provided to the County no later than November 30, 2012 (Minnesota Statute 429.061, Subd. 3 requires the City to certify its assessments to the county auditor by November 30).

Delinquent accounts listing:

City of East Bethel  
 Past Due Amounts, Period Ending September 21, 2012

**PRELIMINARY 2013 CERTIFICATION LIST**

Utility Billing Accounts

Address	Name	Balance	certification charge	certification amount
1050 243rd Ave	Tuon	1,143.88	\$70.00	\$1,213.88
1095 243rd Cir	Jornlin (Cline)	1,017.53	\$70.00	\$1,087.53
1142 243rd Ln	Bender	2,072.69	\$70.00	\$2,142.69
1153 Pierce Path	Demarais	436.41	\$70.00	\$506.41
24140 Pierce St NE	Einck/Smith	770.64	\$70.00	\$840.64
24150 Whispering Cir	Bergstrom	1,235.48	\$70.00	\$1,305.48
24235 Fillmore Cir	BAC Tax Services	648.63	\$70.00	\$718.63
		<u>\$7,325.26</u>	<u>\$490.00</u>	<u>\$7,815.26</u>

Emergency Services Amounts

Address	Name	Balance	certification charge	certification amount
22816 Buchanan St East Bethel, MN 55011	Rynning	\$300.00	\$70.00	\$370.00
3551 Viking Blvd East Bethel, MN 55092	Schotl	\$300.00	\$70.00	\$370.00
		<u>\$600.00</u>	<u>\$140.00</u>	<u>\$740.00</u>

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**Fiscal Impact:**

Certification of delinquent charges will improve the City's opportunity to collect these charges.

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**Recommendation(s):**

Staff recommends that the public hearing be conducted on Wednesday, November 7, 2012 to provide an opportunity for citizens to be heard on their delinquent amounts.

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**City Council Action**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_



**Payments for Council Approval November 7, 2012**

Bills to be Approved for Payment	\$149,220.67
Electronic Payments	\$23,394.00
Payroll City Council - October 15, 2012	\$1,636.07
Payroll Fire Dept - October 15, 2012	\$8,560.19
Payroll City Staff - October 25, 2012	\$27,595.51
<b>Total to be Approved for Payment</b>	<b>\$210,406.44</b>

# City of East Bethel

November 7, 2012

## Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Arena Operations	Bldgs/Facilities Repair/Maint	9949553110	Grainger	615	49851	54.98
Arena Operations	Electric Utilities	102212	Connexus Energy	615	49851	4,511.99
Arena Operations	Gas Utilities	344183417	Xcel Energy	615	49851	140.23
Arena Operations	Refuse Removal	191065	Walters Recycling, Inc.	615	49851	246.84
Arena Operations	Repairs/Maint Machinery/Equip	1539-178642	O'Reilly Auto Stores Inc.	615	49851	36.32
Arena Operations	Repairs/Maint Machinery/Equip	50788-IN	R & R Specialities, Inc.	615	49851	116.00
Building Inspection	Motor Fuels	2116111	Lubricant Technologies, Inc.	101	42410	445.23
Building Inspection	Telephone	332373310-131	Nextel Communications	101	42410	21.87
Central Services/Supplies	Information Systems	11 2012	Midcontinent Communications	101	48150	1,278.00
Central Services/Supplies	Office Supplies	51917316	Hewlett-Packard Company	101	48150	1,965.53
Central Services/Supplies	Office Supplies	13932	Norseman Awards	101	48150	84.13
Central Services/Supplies	Office Supplies	628334353001	Office Depot	101	48150	59.47
Central Services/Supplies	Repairs/Maint Machinery/Equip	B00803386	SHI	101	48150	359.99
Central Services/Supplies	Software Licensing	B00802054	SHI	101	48150	564.30
Central Services/Supplies	Telephone	10204802	Integra Telecom	101	48150	227.50
City Administration	Telephone	332373310-131	Nextel Communications	101	41320	9.46
City Administration	Travel Expenses	102912	Jack Davis	101	41320	168.72
City Clerk	Dues and Subscriptions	123113	IIMC	101	41430	145.00
Economic Development Authority	Professional Services Fees	345373	Ehlers	232	23200	662.50
Elections	Legal Notices	IQ 01806043	ECM Publishers, Inc.	101	41410	123.00
Elections	Legal Notices	IQ 01806142	ECM Publishers, Inc.	101	41410	26.88
Elections	Legal Notices	IQ 01806464	ECM Publishers, Inc.	101	41410	129.00
Engineering	Architect/Engineering Fees	30821	Hakanson Anderson Assoc. Inc.	101	43110	862.66
Escrow	Legal Fees	122656	Eckberg, Lammers, Briggs,	941		2,486.00
Escrow	Professional Services Fees	345372	Ehlers	941		1,267.50
Escrow	Professional Services Fees	345375	Ehlers	941		4,750.00
Fire Department	Bldgs/Facilities Repair/Maint	265158	Ohlin Sales, Inc.	101	42210	352.24
Fire Department	Electric Utilities	102212	Connexus Energy	101	42210	553.70
Fire Department	Gas Utilities	344183417	Xcel Energy	101	42210	100.12
Fire Department	General Operating Supplies	386933	Ham Lake Hardware	101	42210	20.28
Fire Department	General Operating Supplies	45160	Metro Fire, Inc.	101	42210	496.05
Fire Department	General Operating Supplies	5626807Y	NFPA	101	42210	478.95
Fire Department	Motor Fuels	2116111	Lubricant Technologies, Inc.	101	42210	708.30
Fire Department	Motor Fuels	2116112	Lubricant Technologies, Inc.	101	42210	605.60
Fire Department	Motor Vehicles Parts	1539-178199	O'Reilly Auto Stores Inc.	101	42210	302.43
Fire Department	Motor Vehicles Parts	1539-178250	O'Reilly Auto Stores Inc.	101	42210	(38.48)
Fire Department	Printing and Duplicating	3483	Print Plus, Inc.	101	42210	56.64
Fire Department	Professional Services Fees	091212	City of East Bethel	231	42210	1,666.67
Fire Department	Professional Services Fees	091412	City of East Bethel	231	42210	1,666.67
Fire Department	Professional Services Fees	100112	City of East Bethel	231	42210	1,666.67
Fire Department	Refuse Removal	191065	Walters Recycling, Inc.	101	42210	39.74
Fire Department	Repairs/Maint Machinery/Equip	32407	Ancom Communications	101	42210	105.69
Fire Department	Repairs/Maint Machinery/Equip	32408	Ancom Communications	101	42210	95.00
Fire Department	Repairs/Maint Machinery/Equip	32409	Ancom Communications	101	42210	95.00
Fire Department	Repairs/Maint Machinery/Equip	32411	Ancom Communications	101	42210	95.00
Fire Department	Repairs/Maint Machinery/Equip	32412	Ancom Communications	101	42210	95.00
Fire Department	Repairs/Maint Machinery/Equip	146648	Clarey's Safety Equipment Inc.	101	42210	578.41

# City of East Bethel

November 7, 2012

## Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Fire Department	Repairs/Maint Machinery/Equip	146649	Clarey's Safety Equipment Inc.	101	42210	596.76
Fire Department	Repairs/Maint Machinery/Equip	CS102512-1	Emergency Automotive	101	42210	245.60
Fire Department	Safety Supplies	II10016219	Allina Health System	101	42210	611.74
Fire Department	Safety Supplies	80874193	Bound Tree Medical, LLC	101	42210	788.41
Fire Department	Small Tools and Minor Equip	4041159214	BlueTarp Financial, Inc.	101	42210	237.20
Fire Department	Small Tools and Minor Equip	80876967	Bound Tree Medical, LLC	227	42210	735.87
Fire Department	Telephone	10204802	Integra Telecom	101	42210	142.21
Fire Department	Telephone	332373310-131	Nextel Communications	101	42210	107.67
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	6527	Menards Cambridge	101	41940	344.84
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	78583170	Orkin Commercial Services	101	41940	63.67
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	470146716	Cintas Corporation #470	101	41940	22.02
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	101804	Rogers Electric	101	41940	104.25
General Govt Buildings/Plant	Electric Utilities	102212	Connexus Energy	101	41940	712.23
General Govt Buildings/Plant	Gas Utilities	344183417	Xcel Energy	101	41940	63.52
General Govt Buildings/Plant	Refuse Removal	191065	Walters Recycling, Inc.	101	41940	29.73
Jackson MSA Street Project	Architect/Engineering Fees	30822	Hakanson Anderson Assoc. Inc.	402	40326	11,054.04
Legal	Legal Fees	122656	Eckberg, Lammers, Briggs,	101	41610	2,436.10
MSA Street Construction	Architect/Engineering Fees	30815	Hakanson Anderson Assoc. Inc.	402	40200	875.00
Park Capital Projects	Park & Landscape Services	101512	Engler Masonry & Concrete, LLC	407	40700	9,911.00
Park Maintenance	Auto/Misc Licensing Fees/Taxes	101812	MN DNR Eco-Water-Res	101	43201	321.00
Park Maintenance	Bldg/Facility Repair Supplies	6527	Menards Cambridge	101	43201	85.72
Park Maintenance	Bldgs/Facilities Repair/Maint	100812	BDM Construction	101	43201	854.00
Park Maintenance	Bldgs/Facilities Repair/Maint	8855	Great Northern Landscapes, Inc	101	43201	459.00
Park Maintenance	Bldgs/Facilities Repair/Maint	8866	Great Northern Landscapes, Inc	101	43201	85.00
Park Maintenance	Clothing & Personal Equipment	470140277	Cintas Corporation #470	101	43201	48.51
Park Maintenance	Clothing & Personal Equipment	470143508	Cintas Corporation #470	101	43201	48.51
Park Maintenance	Clothing & Personal Equipment	470146717	Cintas Corporation #470	101	43201	48.51
Park Maintenance	Electric Utilities	102212	Connexus Energy	101	43201	607.91
Park Maintenance	Motor Fuels	2116111	Lubricant Technologies, Inc.	101	43201	607.11
Park Maintenance	Motor Fuels	2116112	Lubricant Technologies, Inc.	101	43201	1,164.62
Park Maintenance	Other Equipment Rentals	59299	Jimmy's Johnnys, Inc.	101	43201	515.74
Park Maintenance	Park & Landscape Services	8959	Great Northern Landscapes, Inc	101	43201	119.00
Park Maintenance	Park & Landscape Services	8960	Great Northern Landscapes, Inc	101	43201	102.00
Park Maintenance	Park & Landscape Services	8961	Great Northern Landscapes, Inc	101	43201	153.00
Park Maintenance	Park & Landscape Services	8962	Great Northern Landscapes, Inc	101	43201	136.00
Park Maintenance	Telephone	10204802	Integra Telecom	101	43201	52.13
Park Maintenance	Telephone	332373310-131	Nextel Communications	101	43201	70.39
Payroll	Insurance Premiums	4968366	Delta Dental	101		815.05
Payroll	Insurance Premiums	11 2012	Fort Dearborn Life Insurance	101		981.76
Payroll	Insurance Premiums	29228871	Medica Health Plans	101		8,834.02
Payroll	Insurance Premiums	11 2012	NCPERS Minnesota	101		128.00
Planning and Zoning	Telephone	332373310-131	Nextel Communications	101	41910	17.57
Recycling Operations	Electric Utilities	102212	Connexus Energy	226	43235	119.53
Recycling Operations	Gas Utilities	344183417	Xcel Energy	226	43235	26.72
Recycling Operations	Motor Vehicles	TRS12630	Mastell Brothers Trailer Svc	226	43235	4,388.75
Recycling Operations	Other Equipment Rentals	59299	Jimmy's Johnnys, Inc.	226	43235	52.87
Recycling Operations	Refuse Removal	2012fallEB	Freimuth Enterprises LLC	226	43235	78.00

# City of East Bethel

November 7, 2012

## Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Recycling Operations	Refuse Removal	191065	Walters Recycling, Inc.	226	43235	249.42
Sewer Operations	Architect/Engineering Fees	30821	Hakanson Anderson Assoc. Inc.	602	49451	299.58
Sewer Operations	Bldg/Facility Repair Supplies	362022854	BlueTarp Financial, Inc.	602	49451	178.45
Sewer Operations	Bldg/Facility Repair Supplies	8855	Menards - Forest Lake	602	49451	365.92
Sewer Operations	Bldg/Facility Repair Supplies	6782	Menards Cambridge	602	49451	63.49
Sewer Operations	Bldg/Facility Repair Supplies	1539-179700	O'Reilly Auto Stores Inc.	602	49451	60.53
Sewer Operations	Bldg/Facility Repair Supplies	S3013219.001	Pipeline Supply, Inc.	602	49451	111.72
Sewer Operations	Bldg/Facility Repair Supplies	248496	S & S Industrial Supply	602	49451	43.38
Sewer Operations	Bldg/Facility Repair Supplies	248609	S & S Industrial Supply	602	49451	30.22
Sewer Operations	Bldg/Facility Repair Supplies	23077	St Francis True Value Hdwe	602	49451	24.42
Sewer Operations	Bldgs/Facilities Repair/Maint	3494	North Star Pump Service	602	49451	630.69
Sewer Operations	Electric Utilities	102212	Connexus Energy	602	49451	991.17
Sewer Operations	Professional Services Fees	81764	Utility Consultants, Inc.	602	49451	673.75
Sewer Utility Capital Projects	Architect/Engineering Fees	30819	Hakanson Anderson Assoc. Inc.	434	49455	512.75
Sewer Utility Capital Projects	Architect/Engineering Fees	30820	Hakanson Anderson Assoc. Inc.	434	49455	1,170.00
Street Capital Projects	Architect/Engineering Fees	30816	Hakanson Anderson Assoc. Inc.	406	40600	15,439.49
Street Maintenance	Bldg/Facility Repair Supplies	6527	Menards Cambridge	101	43220	134.81
Street Maintenance	Bldgs/Facilities Repair/Maint	11175	Access Lock & Key LLC	101	43220	560.03
Street Maintenance	Bldgs/Facilities Repair/Maint	470140277	Cintas Corporation #470	101	43220	27.20
Street Maintenance	Bldgs/Facilities Repair/Maint	470143508	Cintas Corporation #470	101	43220	27.20
Street Maintenance	Bldgs/Facilities Repair/Maint	470146717	Cintas Corporation #470	101	43220	27.20
Street Maintenance	Clothing & Personal Equipment	470140277	Cintas Corporation #470	101	43220	47.91
Street Maintenance	Clothing & Personal Equipment	470143508	Cintas Corporation #470	101	43220	47.91
Street Maintenance	Clothing & Personal Equipment	470146717	Cintas Corporation #470	101	43220	47.91
Street Maintenance	Conferences/Meetings	101212	MN Fall Expo	101	43220	200.00
Street Maintenance	Electric Utilities	102212	Connexus Energy	101	43220	1,407.84
Street Maintenance	Equipment Parts	P01267	Isanti County Equipment	101	43220	5.10
Street Maintenance	Equipment Parts	217250	Lano Equipment, Inc.	101	43220	118.03
Street Maintenance	Equipment Parts	217619	Lano Equipment, Inc.	101	43220	150.21
Street Maintenance	Equipment Parts	1539-179836	O'Reilly Auto Stores Inc.	101	43220	58.75
Street Maintenance	Gas Utilities	344183417	Xcel Energy	101	43220	21.38
Street Maintenance	General Operating Supplies	387531	Ham Lake Hardware	101	43220	5.91
Street Maintenance	General Operating Supplies	248436	S & S Industrial Supply	101	43220	1.26
Street Maintenance	General Operating Supplies	22082	St Francis True Value Hdwe	101	43220	11.75
Street Maintenance	Lubricants and Additives	1539-176488	O'Reilly Auto Stores Inc.	101	43220	60.88
Street Maintenance	Lubricants and Additives	248477	S & S Industrial Supply	101	43220	41.03
Street Maintenance	Motor Fuels	2116111	Lubricant Technologies, Inc.	101	43220	263.08
Street Maintenance	Motor Fuels	2116112	Lubricant Technologies, Inc.	101	43220	2,888.29
Street Maintenance	Motor Vehicles Parts	F-222830071	Allstate Peterbilt North	101	43220	75.72
Street Maintenance	Motor Vehicles Parts	FP147411	Crysteel Truck Equipment	101	43220	317.75
Street Maintenance	Motor Vehicles Parts	2689	Hydraulics Plus & Consulting	101	43220	226.31
Street Maintenance	Motor Vehicles Parts	Sander	NORTH METRO ASPHALT LLC	101	43220	450.00
Street Maintenance	Motor Vehicles Parts	9835	Smith Iron Works	101	43220	48.09
Street Maintenance	Refuse Removal	191065	Walters Recycling, Inc.	101	43220	249.42
Street Maintenance	Shop Supplies	1539-176482	O'Reilly Auto Stores Inc.	101	43220	24.75
Street Maintenance	Small Tools and Minor Equip	1588915	Acme Tools - Plymouth	101	43220	77.10
Street Maintenance	Street Maint Materials	124804	City of St. Paul	101	43220	144.15

# City of East Bethel

November 7, 2012

## Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Street Maintenance	Street Maint Materials	7387	Menards Cambridge	101	43220	73.01
Street Maintenance	Street Maint Services	15254	Bjorklund Companies, LLC	101	43220	667.49
Street Maintenance	Street Maint Services	15318	Bjorklund Companies, LLC	101	43220	34,974.84
Street Maintenance	Street Maint Services	15367	Bjorklund Companies, LLC	101	43220	939.48
Street Maintenance	Street Maint Services	15454	Bjorklund Companies, LLC	101	43220	296.07
Street Maintenance	Telephone	10204802	Integra Telecom	101	43220	52.13
Street Maintenance	Telephone	332373310-131	Nextel Communications	101	43220	144.58
Tax Increment District No. 1-1	Professional Services Fees	345374	Ehlers	233	23300	1,250.00
Water Utility Capital Projects	Architect/Engineering Fees	30817	Hakanson Anderson Assoc. Inc.	433	49405	351.80
Water Utility Capital Projects	Architect/Engineering Fees	30818	Hakanson Anderson Assoc. Inc.	433	49405	459.79
Water Utility Capital Projects	Architect/Engineering Fees	30819	Hakanson Anderson Assoc. Inc.	433	49405	512.75
Water Utility Operations	Auto/Misc Licensing Fees/Taxes	102512	MN Dept of Health	601	49401	23.00
Water Utility Operations	Chemicals and Chem Products	3401253 RI	Hawkins, Inc	601	49401	20.00
Water Utility Operations	Electric Utilities	102212	Connexus Energy	601	49401	317.58
Water Utility Operations	Gas Utilities	101612	CenterPoint Energy	601	49401	41.14
						<b>\$149,220.67</b>
<b>Electronic Payments</b>						
Payroll	PERA					\$5,040.30
Payroll	Federal Withholding					\$5,099.66
Payroll	Medicare Withholding					\$1,587.98
Payroll	FICA Tax Withholding					\$5,694.93
Payroll	State Withholding					\$2,118.42
Payroll	MSRS					\$3,852.71
						<b>\$23,394.00</b>



# City of East Bethel City Council Agenda Information

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**Date:**

November 7, 2012

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**Agenda Item Number:**

Item 6.0 A-I

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**Agenda Item:**

Consent Agenda

\*\*\*\*\*

**Requested Action:**

Consider approving Consent Agenda as presented

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**Background Information:**

Item A

Bills/Claims

Item B

Meeting Minutes, October 17, 2012 Regular City Council

Meeting minutes from the October 17, 2012 Regular City Council Meeting are attached for your review and approval.

Item C

Schedule Special Meeting to Canvass Election Results

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

Staff is suggesting Council sets a Special Meeting Date for Tuesday, November 13, 2012 at 6:00 p.m. to Canvass the General Election results.

Item D

Pay Estimate #8 to Municipal Builders for Water Treatment Plant No. 1

This item includes Pay Estimate #8 to Municipal Builders, Inc. for the construction of Water Treatment Plant No. 1. This pay estimate includes payment for parking lot paving and striping, electrical work, plumbing, painting and process piping and equipment. Staff recommends partial payment of \$87,588.96. A summary of the recommended payment is as follows:

Total Work Completed to Date	\$ 1,829,308.89
Less 5% Retainage	\$ 91,465.44
Less Previous Payments	<u>\$ 1,650,254.49</u>
Total payment	\$ 87,588.96

Payment for this project will be financed from the bond proceeds. Funds, as noted above, are available and appropriate for this project. A copy of Pay Estimate #8 is attached.

Item E

Pay Estimate #1 to Rum River Contracting for the Jackson Street Reconstruction Project  
This item includes Pay Estimate #1 to Rum River Contracting for the Jackson Street Reconstruction Project. This pay estimate includes payment for erosion control, clearing and grubbing, bituminous pavement reclamation, earthwork and storm sewer construction. Staff recommends partial payment of \$335,926.97. A summary of the recommended payment is as follows:

Total Work Completed to Date	\$ 353,607.34
Less 5% Retainage	<u>\$ 17,680.37</u>
Total payment	\$ 335,926.97

Payment for this project will be financed from the Municipal State Aid Construction Fund. Funds are available and appropriate for this project. A copy of Pay Estimate #1 is attached.

Item F

Res. 2012-65 Accepting Work of Traut Wells for Municipal Wells No. 3 & 4  
The Contractor has completed all construction and punchlist items for the Construction of Municipal Well No. 3 and No. 4 and has submitted all the required documentation to consider this project for final payment. Staff recommends final payment of \$99,214.77. A copy of the final payment form and resolution accepting work is attached.

Original Contract Amount	\$ 336,875.00
Change Orders 1 through 4	<u>\$ 34,795.56</u>
Total Contract Amount	\$ 371,670.56

Final Contract Amount	\$ 373,407.81
Less Previous Payments	<u>\$ 274,193.04</u>
Total Payment	\$ 99,214.77

Item G

Change Order No. 2 Sprinkler System & Fencing Municipal Builders for Water Treatment Plant

At the time of bidding Alternate Bids were received on an irrigation system and perimeter fence for the WTP. Staff was directed by Council to review the possibility of providing grant funds for the perimeter fence. No grant funds are available for the perimeter fence. The bid price for the irrigation system and the perimeter fence are as follows:

Alternate Bid No. 3 – Irrigation	\$ 7,000.00
Alternate Bid No. 4 – Perimeter Fence	<u>\$22,251.20</u>
<b>Total</b>	<b>\$29,251.20</b>

Change Order No. 2 includes the addition of Alternate Bids No. 3 and 4 to the project. This change order will increase the contract amount by \$29,251.20. Staff recommends Council approve Change Order No. 2 to Municipal Builders, Inc..

The project included a furniture and computer allowance of \$13,000. The City has selected the computers and furniture for the project. There is an excess of \$7,664 for the furniture and computer allowance

Item H

Approve Hire of Community Development Director/City Planner

The position of Community Development Director/City Planner was advertised in the Minneapolis Star Tribune, the City's web site; the LMC web site and the Anoka Union. Thirty one applications were received of which eleven received a ranking that rated an interview. Invitations were extended to the eleven candidates and four of these declined or excused themselves from consideration. The seven finalists were interviewed on October 18 and 19, 2012 and of this group, four were recommended for a second interview. The first interview consisted of group of questions relating to economic development, city planning and general questions designed to develop a sense of the applicant's attitudes and identity. The second interview consisted of a presentation exercise formulated to gauge the applicant's technical competencies and abilities as they related to our specific development issues.

The top candidate, Colleen Winter, based on the evaluation of the two interviews, has the skills and abilities that will meet or exceed our requirements for the position of Community Development Director/City Planner. Ms. Winter has completed the necessary background and references checks to our satisfaction.

Funding for this position is provided for in the proposed 2013 Planning and Zoning Department Budget.

Staff is recommending that Council authorize an offer of employment for the Community Development Director/City Planner position to Ms. Colleen Winter at Pay Grade 11, Step D, \$78,020.80/yr. with all City Benefits. The employee must also complete a six month probationary period to be eligible for full time employment.

Item I

Res. 2012-66 Accepting Donation from Boy Scout Troup 733

For his Eagle Scout project Zach Anderson built and installed signage and other park improvements at John Anderson Park. Boy Scout Troop 733 has donated \$300 toward the purchase of a bench at John Anderson Park.

Staff is recommending Council adopt Resolution 2012-66 Accepting the Donation from Boy Scout Troop 733

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**Fiscal Impact:**

As noted above

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**Recommendation(s):**

Recommend approval of the Consent Agenda as presented.

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**City Council Action**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_

## EAST BETHEL CITY COUNCIL MEETING

October 17, 2012

The East Bethel City Council met on October 17, 2012 at 7:30 PM for their regular meeting at City Hall.

MEMBERS PRESENT: Bob DeRoche Richard Lawrence Heidi Moegerle (arrived 7:56 p.m.)

Bill Boyer

MEMBERS EXCUSED: Steve Voss

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

Call to Order **The October 17, 2012 City Council meeting was called to order by Mayor Lawrence at 7:30 PM.**

Adopt Agenda **Boyer made a motion to adopt the October 17, 2012 City Council agenda. DeRoche added on addition on closed session after Council Reports for current litigation under State Statute 13D.05 subd. 3b. Boyer accepted the change. DeRoche seconded; all in favor, motion carries.**

Joe Pelawa – Mr. Joe Pelawa served the City of East Bethel as a Planning Commission member from 2011-2012. We will be presenting him with a plaque in honor of his service to the City.  
Service on Planning

City staff recommends City Council recognize Mr. Pelawa's service to the City of East Bethel as a Planning Commission Member.

Joe Pelawa was not at the meeting to accept the recognition.

Jarod Trost – Mr. Jared Trost served the City of East Bethel as an Upper Rum River Watershed Management Organization resident member from 2008-2012. We will be presenting him with a plaque in honor of his service to the City.  
Service on URRWMO

City staff recommends City Council recognize Mr. Trost's service to the City of East Bethel as an Upper Rum River Watershed Management Organization Resident Member.

He has moved out of town and can no longer represent the City.

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

**DWI Arrests:** There were 2 DWI arrests for the month of September. One arrest involved a driver who was passed out behind the wheel at a stoplight on Hwy 65. The second arrest involved a property damage accident, where one driver who was intoxicated, failed to stop for a stop sign and struck a passing vehicle. The driver tested at a .20 bac. Luckily there were no injuries, only damage to the vehicles.

**Burglaries:** There were three burglaries reported. One involved a set of Cleveland golf clubs being taken from a garage after breaking into the garage service door. Cleveland are a

very unique golf club. The second burglary involved an unoccupied home where entry was made and tools were taken. The third burglary involved a dirt bike being stolen from a garage. The dirt bike was recovered by a state patrol when an arrest was made on the male suspect driving it.

**Property Damage:** There was one report of damage to property involving a window being broken on a vehicle. The owner did not believe that anything was taken.

**Thefts:** There were 17 theft reports. One involved an intoxicated, disorderly male who was refusing to pay his bar tab at a local establishment. Upon deputies arrival, the male continued to be belligerent and was subsequently arrested for disorderly conduct and theft as he continued to refuse to pay his bar tab. The following day the male contacted deputies to let them know he was going to go back and pay his bill so he wanted the theft charge dismissed. The deputy advised that would be up to the City Attorney. There were 2 adult males who were arrested attempting to steal parts in the early morning hours from an auto parts business locked fenced in yard. The one male said he was “loosening the parts” so when he came back in the day time he wouldn’t have to spend so long in the yard – it is creative but he still was arrested. There were two reported vehicle thefts – one with the key left in the ignition. That is not a good place to keep your key. Now that political signs are out in yards we have had a series of thefts involving them. In East Bethel we only had one reported sign theft but have had many throughout the contract areas. There were two reports of packages that had been taken after being delivered to houses. There was also a reported theft of a signed Percy Harvin photograph from a local business the photograph was returned the next day.

There has been a rash of fraudulent cases involving people selling items. The victim posts an ad for an item they are selling. The suspect contacts them, usually via email and tells them they are going to send a check for more than the asking price, requesting the seller to cash the check, keep the \$ amount for the item then forward the rest to another person, usually in another state (sometimes in another country). Unfortunately many times the victims believe this is legitimate and when they take the check to their bank, if the victim does not have money in their account to cover the check, they can receive the cash that day, leading the victim to believe the check is good. When the check comes back as forged or counterfeit in the next few days, the victim is now on the hook for that dollar amount. Do NOT forward money onto people – if you get a request to do that, realize that it is a scam and you will be the one who is out the money in the end. Law enforcement probably will not be able to catch the other person.

Lawrence asked when you talk about that scam, he had the same thing happen when he was selling things on Craigslist. He took the check to his bank, and the check was from a legitimate account. They did a little more checking and found out check was fraudulent. They were trying to scam money. He then called him up and he tried to cash the check but it didn’t go through.

Orlando said with the printing from a PC you can issue a check from a computer that looks valid.

DeRoche asked if she knows the status for the Level 3 sex offender. Orlando said she has not heard anything further on him. If he goes somewhere else, they would only be notified if he was going to live in East Bethel.

DeRoche said he has been approached that there are parties cruising the shoreline with bright lights. By the time someone got there they are gone. Pontoon that goes by and it seems they are looking for something to steal. They can check into it and see what they can do. DeRoche said when he calls in and asks for the EB Deputy.

Boyer referenced the statistics. The incident reports are up by over 25%. Is there a reason for that? He is looking at the year to date. She believes incident reports being up is related to the radio calls being up also. The deputies are to do an incident report for every radio call they get. DeRoche wanted to know if that includes dog reports. Orlando said yes, it does. Boyer said we cut police services by 10%. Vehicle lock outs have dropped. Extra patrols have dropped. Business checks have dropped. Agency aids have dropped. Aids to the public have dropped. Orlando explained the community service officer numbers are taken off the CSO logs and she can look into. She will take a look at it and talk to the CSOs and see if they are not documenting them. Boyer said it strikes him like we are paying a lot for this reduction in service.

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

Gordy Hoppe – 604 189<sup>th</sup> Ave NE. He sold the dirt to the contractor for the Jackson Street. He now wants to remove 1000 yards to level out his yard. He is going to remove it without a mining permit, since a permit is not needed. He was just advising the City in case residents called.

John Buzick – 661 207<sup>th</sup> Ave NE. He talked to Planning Commission members. He is somewhat interested in purchasing the Sylvester Site. He said he doesn't want to have to buy it if he has 16 acre. His business is renting out site to small auto dealers. Each dealer would have five or ten stalls. He explained rarely do the cars really show up at the site. He will be present at the next Planning Commission meeting.

Davis said it will be presented at the October 22 Planning Commission meeting. The zoning at 221st at Hwy 65 will be discussed. The area is an overlay district and the zoning here requires a minimum of 20 acres to submit a plan.

Buzick wants to know if he is going to start the process, if it is a worthwhile endeavor. Lawrence wants to know Buzick's timeline. He said it could be a year down the line. He wants to know if he could conduct this sort of business at that site. He said he would make a deposit on the property, pending approval by the City. DeRoche said we can't discuss much without the Planning Commission looking at it. Buzick said he would show up at the Planning Commission meeting. DeRoche said if you are going to go to that meeting and make a presentation you probably want to have as much information as you can. Buzick said if 16 acres is required, then deal might not work. Boyer brought up the access to 221<sup>st</sup> and where it would be in relation to Sandy Drive. Davis said any access to that property would require approval from the County. The County might want the property owner to have a different access point as there now is a median near the access now.

There were no comments so the Public Forum was closed.

Consent  
Agenda

It was questioned if the Fire Department shared services grant is a bill for us. Davis said there is no obligation from the City to provide any funds and it is not a matching grant. The City would not have implemented the share services recommendation. DeRoche said wasn't

there just a study done. Davis said yes, but it appears that won't be moving forward. DeRoche said can we get what issues they bumped up against. Davis said the issues were who is going to control what. That was the major thing that they were talking about. Some participants weren't in favor of the proposal.

**Boyer motion to approve the Consent Agenda. DeRoche seconded; all in favor, motion carries.**

2013 Budget Discussion

Davis explained that Council approved a preliminary budget and levy on September 5, 2012 and submitted this to the Anoka County Auditor. The preliminary levy will be used to provide property taxpayers with parcel specific notices in November for pay 2013 taxes. The final 2013 Budget and levy will then adopted by City Council in December. The final levy adopted in December 2012 cannot be increased from the preliminary levy, but can be reduced.

At the September 19, 2012 City Council meeting, staff was directed to include the 2013 Budget as a discussion item on the agenda for the remaining council meetings of the year. Attachment #1 lists additional proposed 2013 budget reductions that were reviewed at the October 3, 2012 City Council meeting.

In addition to these reductions, provision of services for other municipalities could produce other potential sources of non-tax revenues. This item will be discussed as part of agenda item-Building Inspection Services for Oak Grove.

The proposed reductions listed in the attachment do not address the projected \$91,000 bond payment deficit for 2013. The following are the more common means by which this item or other MCES obligations could be considered:

- 1.) Utilize the projected 2012 budget savings( amount staff projects the budget will be under the approved 2012 budget) of approximately \$125,000 to cover this cost;
- 2.) Use of 2011 Sheriff's Department escrow, 2013 budget contingencies and any necessary amounts from the 2012 budget savings to pay for the deficit;
- 3.) Utilize the potential revenue of approximately \$60,000 that could be derived from contractual services with other units of government and a combination of general fund monies, escrow carry-overs, 2013 budget contingencies or further reductions in 2013 budget to accommodate the balance; and/or
- 4.) Divert the required amount of funds from the City's transfer payments, either total or partial, from the Streets, Parks and/or Trails Capital fund or the City's HRA monies for this expense.

Unless otherwise directed, this debt is proposed be paid from the General Fund which has an adequate reserve to pay the projected \$91,000 deficit (\$91,000 is the difference between the 2012 project cash balance carry-over of \$241,812 and the projected 2013 SAC, WAC and assessment fees of \$375,200 that will be collected from the Municipal Utilities Project subtracted from the bond payments for 2013 of \$708,388).

The Fund Balance information for the General Fund is as follows:

December 31, 2011 Fund Balance	\$2,254,404
Estimated 2012 Revenues over Budget:	\$15,000
Estimated 2012 Expenditures under Budget:	<u>\$125,000</u>
Estimated December 31, 2012 Fund Balance	<u>\$2,394,404</u>

Projected December 31, 2012 fund balance of \$2,394,404 is 49.8% of the preliminary 2013 General Fund Expenditures of \$4,811,223. If this projected fund balance is reduced by \$91,000 for bond payments, the projected December 31, 2012 fund balance of \$2,303,404 is 47.9% of proposed 2013 General Fund expenditures. The State Auditor recommends a fund balance between 35-50% of the following years' budgeted expenditures.

Staff is requesting Council direction for any or other proposed 2013 Budget adjustments.

DeRoche welcomed Moegerle to the meeting.

Moegerle asked with regard to the \$109,000 that is also owed to Met Council. Is it accounted for in this number? Davis said no, it is not, it has to be paid sometime. If we plan on reducing our units in 2013, the acceleration of the SAC unit goals is accelerated. Moegerle said we haven't calculated what that cost is, is there an interest rate? Davis said it is more complex than just an interest rate. DeRoche clarified it is pay now or pay more later. Davis said it is to give us more flexibility now and give breathing room, and back load.

Moegerle said is there a time frame on when we have to make the decision. Our growth has gone down in the past few years and with this we are back loading the whole situation. Davis said assuming the projections for 2013 are correct, the \$91,000 is a hard cost. The SAC figure is a floating figure. It might not be due and payable this year, but it will be at some time.

DeRoche said we would have to make people pay a large fee at some point. Moegerle said historical performance doesn't predict events. We need to be cautious. Boyer said he analyzes housing market trends and would take some issues with DeRoche's statements. He said Real Estate Owned Transactions are reducing. Housing prices are increasing and foreclosures are decreasing. The general consensus from what he reads is the housing market is stabilizing. He said that is specifically looking at the MSA. Moegerle said we had three housing permits this year. We need to jump start it a little bit. Lawrence wanted to know how many permits Ham Lake had. Davis stated they had 15 and Oak Grove had 15 permits. Moegerle said which is more like us. Davis said you can't compare either one of them.

DeRoche said we need to be cautious. Lawrence said we are already one of the highest tax rates in the area. We need to keep that in check. DeRoche asked people at the last Business Owners Meeting at Route 65 if people had looked at their taxes. If the businesses don't pay it, then the residents will pay it. Moegerle said we were voted in by residents not businesses. We have to be extremely sensitive to our tax payers. There is \$1.2 million due in 2016 and 2017. It kicks in and we have to levy for it in 2015. That is equal to 1/3 of our budget. If we kick things down the road it will be make it more difficult to make. DeRoche said he does anyone want to increase taxes. He said he went to the meet the candidate forum, no one said they wouldn't, but do they want to, no. We have these bills coming up, and somehow they have to be balanced out. To put it all on the residences he doesn't think that is fair.

Moegerle asked Boyer how it was going to be paid for. Boyer said when you came in you kicked the can down an entire year. Lawrence said no, they needed a year for the weather. Moegerle asked what the plan was and how they were going to get the businesses to come here. Is there something that we didn't do? How was this planned to be paid for? Were

there discussions? Boyer said you were at the meetings. Moegerle said were they going to come without incentives? Boyer said he thinks incentives are a ridiculous waste of money. Are we really going to have a discussion on economic development? Moegerle said a statement would suffice. Boyer said if one would take a different strategy versus giving people money to relocate here. Hiring a professional economic development person was Council's direction. Moegerle said I agree with that.

Lawrence said this is going nowhere. Boyer said you hired someone to look at the numbers and they said it was a doable project. It is also conservative. Moegerle asked how we are going to get the businesses here. Boyer said you sell things people. It is government. It is skilled workers. They make decisions on relocating based on market base and projections. You are selling community amenities. Moegerle said it sells itself. But we still need an economic develop person to help sell it. Lawrence said we have been working on that process. The first thing that people ask is how much the land is and how much the taxes are. DeRoche said when do we get to the point where we say we can't cut anymore. People are paying a certain amount of taxes for a certain amount of services.

Lawrence said on page 36 – let's look at the list. Like the Laserfiche, that would be \$68,000 is a savings. \$48,000 is not doing street maintenance and not giving money to the parks. Moegerle said we have parks that are underutilized. Don't parks get a park dedication fee. Couldn't we get that fund replenished with new business? Davis stated the park acquisition and development fund is from the business monies. The transfer is for maintenance.

Davis said there are consequences to cuts. We will postpone the hiring of a vacancy in the park department. There would be some alternate plans. Davis could also do some work in Public Works. These are the things we could reduce with less pain then some of the others.

DeRoche asked where we would stop. Moegerle said these would be the last cut and the first restored. They would be provisional/temporary cuts added back in March/April when fees were received. DeRoche said to Davis you are willing to accept anything and put in more hours. How many hours do you have to come in, because it is cut cut cut. Davis appreciates that recognition but sometimes you have to do things. Staff has assumed more responsibilities with a good morale, but there is a point where you can't do more with less.

Moegerle said the budget has a 1.5% increase for employees. If we stepped that and did part of an increase in January and some in July. Davis said a percent increase represents about \$15,000. It isn't much. In the scheme of things, it wouldn't help us achieve a lot of our goals. DeRoche said the raise is good for morale. Moegerle said you need to know where the push back is on these things. Boyer said he thinks he agrees with DeRoche. This is not the Federal Government. We don't have billion dollar programs. If you cut the budget you are cutting services.

Boyer said if we don't have the maintenance person through the winter plowing seasons that means that every ones roads will not be plowed. Davis said that position could possibly be vacant. Boyer said he is being cautious. Lawrence said we have trimmed the budget back.

Moegerle said one of her concerns are if we cut into our rainy day fund, we should find a way where we don't cut into revenues and don't cut into our savings. If we contract with the City of Oak Grove, that \$68,000 would get us close to what we need to do. It would get us closer to the payments we need to make in 2015. Compromises are best when make everyone unhappy.

Lawrence said we should move off the budget item and move on to the next item. We are not done working on this. DeRoche said this was a proposed budget and proposed levy.

Moegerle motioned to adopt the proposed the budget reductions on page 36. Vierling stated you can't make that motion since it failed at the last meeting on a 2-2 vote. That could be reconsidered by Boyer or DeRoche. You will be coming for final review in December.

Moegerle asked DeRoche what you think of those reductions on page 36. He doesn't like the public works reduction. We don't want to cut the employee raise. What alternatives can we direct Davis to find? DeRoche said with the economy and everything else going up and with less than 1% increase in the budget that isn't much. He asked what would the cost to the residents like \$5.00. Moegerle said like \$15.00. DeRoche said if it is going to amount to \$15.00 per household he doesn't think it is that bad. He said are going to cut that \$15.00 or we are going to cut services. That is one dollar a month. Lawrence said it is always ok to raise taxes as long as it isn't very much. He doesn't like that theory. Raising the taxes when we have to is legitimate, but are we nit picking it all out now. Moegerle said we can always put it back if we have a better year than we expect. Boyer said we can always carry the surplus over. DeRoche said part time employees we are cutting and we will have to make up for that. Davis said there would be adjustments in schedule. Even with these reductions there will be a change in services. DeRoche said we apparently saw a need for this person, but now we don't. Moegerle said we were going to let the parks go natural. We need to get a recommendation before council.

Moegerle said if we took out \$21,000, it would be a \$2.00 increase per household. DeRoche said he doesn't want to raise taxes. Moegerle said I think you are making an argument that Davis is not making. Davis said it will not be a huge impact. DeRoche said do you think he would tell us. Moegerle said yes he would. DeRoche said no he wouldn't, he keeps taking on more and more. Davis said would those consequences be major, but if they continue, it would be major with more reductions in services. DeRoche said if you start cutting things now, it is a lot easier to cut things more next time. Davis said that \$21,000 for 2013, if 2014 comes around that goes back up \$21,000. That is a short time solution. Boyer said we are four weeks from snow. DeRoche said the street maintenance thing is important.

**DeRoche to accept the proposed reductions on page 36 and striking out the street maintenance. Moegerle seconded, all in favor, motion carries. (Boyer opposed.)**

#### Cemetery Regulations

Davis explained that the City of East Bethel currently owns, operates, and maintains three cemeteries within the city limits. Oak Leaf Cemetery, Old Bethel Cemetery, and East Bethel Cemeteries are all active cemeteries that require regular maintenance, grave opening and closing services during all seasons, and annual tree trimming and leaf collection. Staff would like to formalize a uniform set of regulations guiding the use and maintenance of these public properties.

Currently city staff is responsible for receiving and processing requests for purchasing cemetery plots, processing and planning grave openings, digging the burial or cremation plot, closing the plots after the burial ceremony, and maintaining the grounds of the cemetery. Opening and closing of the burial plots can occur during any season and on any day of the week. During winter months, the ground must be thawed by propane heater before the digging can take place. Weekends, evenings, and holiday burials require a staff person to work overtime for the closing of the grave.

The use of decorations and plantings around the plots is a concern that requires a definitive set of guidelines as to permissible uses. Monument repair and responsibility is another issue that needs to be addressed to clearly define the expectations of the City. Having a uniform set of cemetery regulations will also help with the processing and planning of the burial locations as well.

Attached is a proposed set of cemetery regulations that has been prepared to address the concerns that staff constantly deals with in maintenance of these properties.

The Park Commission has reviewed the proposed cemetery regulations and recommended adding the section on monuments for future, unsold plots. Their recommendation is to only allow monuments/markers that are at or below ground level so that maintenance activities can be performed with fewer obstructions. Existing plots and plots that have been sold but have not been used yet would still be permitted to place monuments/markers that are above ground level.

The Park Commission has reviewed the proposed cemetery regulations and has unanimously recommended adopting the regulations. Staff is requesting Council approval of the Cemetery Regulation Policy or further direction on this matter.

**Boyer moved adoption of the Cemetery Regulation Policy. Lawrence second**

DeRoche said under the monuments section, number 2, he would like to strike out the first part of that. He would like to encourage the public works persons to be more careful where markers are mowed over. He thinks that graveyards are a sacred place and people need to take care and have more respect. He said it is up to the people to take care of them. He said if the ground isn't right and you chip the monument, what do you do.

Attorney said you are balancing a number of issues, such as cost. Lawrence said about markers, the problem you have is they don't always stay where you put them. They raise and lower, and sometimes tip and come up. This is telling the owners, they need to readdress them if they are askew. DeRoche said if the markers shift, what the City does if you ruin a stone. This policy tells the maintenance staff they have to be careful. Moegerle said do we have a habit of ruining stones. Davis said they do shift and move and get damaged, but sometimes the grass is up and it camouflages the monument. If the City causes damage to the marker through our own negligence then we should fix it. Lawrence said some cemeteries have a staff that reviews the monuments. Davis said yes, they do, but we don't have that. Moegerle said she knows there are experts that repair monuments. She understands we aren't responsible when you read this. She likes the fact that our City is responsible and we have responsible employees. If there was something done by negligence of the City employees, we would fix it. Lawrence said if someone walks up, and says there stone was damaged, then we need to buy a new stone. DeRoche said if it is maintenance that does damage, we should fix it.

Ken Langmade, resident, stated his wife folks are buried over here by City Hall. Someone mowing over there hit the tombstone and turned it sideways. It would have been hard for us to get it straightened out. The city fixed the problem.

Moegerle said she understands that.

**Boyer accepts the proposed changed/Lawrence accepts the change also. Motion carries, unanimously.**

Moegerle asked the question on disturbing the location. Davis said the monument companies always ask for a location of the stone, which the City states out. Moegerle said number 3 is for vandalism. Davis said yes and also prohibits people from digging their own plot. Moegerle asked if they are handicap accessible. Davis said yes, the one by the public works building. There are internal roads in some of them, not all paved. Moegerle asked if there are cemetery regulations if someone has violated the visitor rules. Is this provided for in our ordinances? What will the sheriff do? Or is this a nice policy. Vierling said if they are adopted under the ordinance then they would be ordinance violations. It is still City property. Moegerle wondered if it is trespassing. Vierling said it could be.

Moegerle said on number 3 on grave decorations, she could see Veteran's Day, Valentine's Day, and every major holiday, there could be issues with flowers. Is that the best discussion on how we want to do this? Davis said this is a tradition based policy. This has always been the policy that is the most visited day. He doesn't see any issues or conflicts with this at this time. It permits more with fewer restrictions. If we open the door up, we will have more maintenance issues. This is just laying flowers on the ground, not in a stand. Moegerle asked if monuments have built in holders. Lawrence said a lot of them are designed with them and are ground level.

#### Lighting Options for City Hall

Davis explained that staff has met with representatives from Connexus Energy and local electricians to research possible options for providing power to the East Bethel City Hall Sign located adjacent to the parking lot entrance along 221<sup>st</sup> Ave. Currently the City Hall Sign location is isolated from any electric service. The following options are available as a power source:

- 1.) The first option would involve bringing power from the supply box along the north side of City Hall and trenching a line around the building to the driveway where the line would be horizontal bored and extended to the sign location. Because of the length of this route and amount of trenching required in the area where most of the utilities for City Hall are located, this would be the most expensive option and would provide limited alternatives for future needs.
- 2.) The second option would involve using one of transformers on existing poles located south of the driveway entrance on 221<sup>st</sup> Avenue and installing a new service pedestal dedicated to powering the City Hall sign lights and possible future needs. Future needs would require additional boring beneath the driveway. Cost estimates for this option are approximately \$3,387.00 plus the cost of the lights.
- 3.) The third option would be installing a new pole along the existing overhead service halfway between Palisade St and the 221<sup>st</sup> Ave entrance to City Hall. A new pole would be needed to support a transformer and would eliminate the need to horizontal bore beneath the driveway. A new service pedestal dedicated for powering the sign lights and possible future needs would be placed near the sign. Future electrical needs would not require any additional boring in that area. Cost estimates for this option are approximately \$3,447.00 plus the cost of the lights.

Staff would recommend option #3 at this time and is seeking direction from Council as to procedure on this matter.

Boyer wanted to know if these lights would be timed. Davis said yes, they could be. Boyer said it doesn't make sense to light this area after 11 p.m. at night. Davis agrees. Boyer asked if we have looked at solar. Davis said yes, we do have solar lights out there now. Boyer said a more robust system than what is out there now. Davis said these lights would

draw more power. We didn't investigate them due to the price increase and also not enough power. DeRoche was wondering if there are pictures of what these lights look like. Davis said no, they would be ground pad lights. Boyer asked if you could directional lighting off the poles. Davis said no, you wouldn't be able to based on location. The one pole is over 150 feet away.

**Moegerle motioned to approve recommendation number 3. DeRoche seconded; all in favor, motion carries unanimously.**

Fire Dept.  
Report

Davis explained that the fire department report is for your information and review. If you have any questions, I would be happy to try to answer them.

Moegerle said the Fire Department has come up a number of times in the budgeting process. What would be valuable to her would be an additional column if the people were transported or if they were handled at the location. She thinks our Fire Department is primarily an EMS department. She thinks it is great we have so many certified paramedics. DeRoche asked what a good intent call. Davis said when someone isn't really needed in the end, when they thought they were needed.

Boyer said historically your EMS calls will out-number the fire calls. Moegerle said how we know what the severity is. Boyer said we do have the ability to talk to people if they are abusing the service. Moegerle said those situations do occur. Maybe we should get a year-end tally of what happens at addresses. Boyer said some fire alarm systems go off in thunderstorms. Rather than putting in putting in more sophisticated systems, they let the City subsidize them. DeRoche said don't some cities charge for them. Orlando said yes they do. Boyer said a few years ago there were a number calls to one house for an alarm system, and that is what prompted action.

Electronic  
Reader Board  
Bids

Davis explained that at the September 19, 2012 City Council meeting, direction was given to staff to solicit bids for replacing the storm damaged City Billboard located at the intersection of Viking Boulevard and Hwy. 65. The bid was advertised in the Anoka-Union and on the LMC website.

The following bid requirements were provided as a format for base bids and alternate upgrades:

- 1) The Contractor is responsible for the dismantling and proper disposal of the existing sign as well as all site clean-up. The existing footings, support poles and electric service will remain and be used for the new structure.
- 2) The sign will be a double faced aluminum cabinet finished with a heavy textured finish in tan (or other color as selected) with the final outside dimension of 16' W x 10' H. Each side of the sign panel will have individual translucent green acrylic plastic letters with white trim cap reading "City of East Bethel" and will be internally illuminated with white LED lighting. Final design to be approved by the City.
- 3) Poles to be covered with .080" aluminum covers finished in the same heavy textured tan finish utilized on the upper cabinet.
- 4) Message center to be Daktronic AF 3500 Series Monochromatic 46mm, 32 x 96

- 5) The sign must utilize programming software compatible with Microsoft products.
- 6) The bid will include all electrical connections.
- 7) The sign must be able to be remotely programmed from East Bethel City Hall using radio equipment or cellular transmission.
- 8) An architectural rendering of the completed sign must be furnished as part of the bid. At a minimum the rendering must address exterior finishes of the support posts , decorative framing details of the main sign board or other finish details .
- 9) Other than the City name or logo, there is to be no other permanent signage on the board.

The overall sign dimensions are to be 10'H by 16'W and placed on the existing poles and footings on site of the existing sign. The lower portion of the sign would contain the 5'6"H by 15'W electronic reader board and the upper portion would be reserved for the "City of East Bethel" nameplate. The base bid includes individual LED backlit green letters. The reader board will have the ability to display numerous types of fonts, letter sizes, and animations. The minimum legible letter size the sign has the ability to display would be four lines (16-19 letters per line) of 12" letters. The sign can display images, animations, and text in many different shades of amber. At a minimum the support poles will be wrapped in aluminum to match the upper portion of the sign and the existing footings and electrical service would remain. Staff will be able to program the sign either cellular or by radio transmission and would have the ability to provide updates in real time.

Alternate bid items include:

- 1) A full-color electronic reader board with the ability to display full color images, animations, and text.
- 2) Stone veneer columns or other accepted finishes in lieu of aluminum for support pole wrapping and aesthetic frame details for the sign board.
- 3) An upgraded city nameplate, logo, or other design as approved by the City.
- 4) An electronic reader board with a higher pixel count with the ability to display legible 9" letters on 5 lines (25 characters per line).

The previous billboard was able to display four lines of 9" letters with 18 letters on each line.

Bids for the project will be opened on Tuesday, October 16, 2012 at 10 AM at City Hall. Staff will e-mail the tabulations, renderings and recommendations for your review by no later than 4:00 PM of the same day.

Staff will provide a recommendation to Council with the submission of the bid tabulations.

The two bidders need to respond to the information requirements so they can be further be evaluated. Until we can supply everyone the information we need to table this item. There was some confusion as to what materials were quoted. DeRoche was wondering if we will

have it for the next meeting. Davis said yes.

**Boyer motioned to table this item until the next meeting. DeRoche seconded; all in favor, motion carries unanimously.**

Building  
Inspections  
Services  
Contract

The City of Oak Grove has indicated an interest in contracting Building Official and Inspection services from the City of East Bethel. Exploration of the potential of contracting building inspection services has been endorsed by the Oak Grove City Council and they are waiting on a proposal from the City of East Bethel to consider their decision to move forward on this matter. Oak Grove currently contracts this service with Inspectron, Inc. Oak Grove has expressed an interest to contract this service with East Bethel due to the excellent working relationship between our Cities, our common geography and an expectation of better services on their behalf. This service is anticipated to commence in January 2013, pending approval of both parties.

Attached is the proposed contract between Oak Grove and East Bethel. When reviewing the hourly charges stated in the attached contract, our cost for wages and benefits for our Building Official are \$48.20/hr. and our proposed costs for a Building Inspector will be \$35.60/hr. As part of our proposal and at Oak Grove's request, we would provide office hours at the Oak Grove City Hall from 8:30 to noon, one day per week or provide the same number of hours at another time that is mutually agreeable to both parties.

In order to provide this service to Oak Grove, the City would have to continue our current Building Inspectors position. Funding for this position is provided in the preliminary 2013 Budget. In the event that an agreement for services is not executed with Oak Grove, the City of East Bethel would need, at a minimum, a portion of this position to address the work load within our own Building Department. Entering into this agreement with Oak Grove would assure funds to cover this as a full time position. \$74,000 for wages and benefits has been budgeted for this position for 2013.

Nick Schmitz, the City Building Official, has been involved with the meetings and discussions of this proposal with Oak Grove. Mr. Schmitz sees no issues or reductions in services to East Bethel residents with this agreement provided we continue the position of City Building Inspector.

The City of Oak Grove has paid Inspectron, Inc. \$47,000 for services through September 2012. This would project out to approximately \$60,000 as Oak Grove's payments for this service for 2012.

It is anticipated that based on the fee schedule in the sample contract that this service agreement with Oak Grove has the potential to generate approximately \$60,000 in additional revenue for the City of East Bethel in 2013 and cover our costs associated with this service.

The proposal for this service would request 95% of the permit fees to cover our costs as Oak Grove does not currently charge plan review fees for decks and accessory structures. As an option, Oak Grove could add plan review fees (of which we would retain the full amount) for these items and we could reduce the percentage of the permit fee charge to 80%.

Staff is requesting authorization to submit the proposal for Building Official and Inspection Services to the City of Oak Grove. This proposal would be subject to any revisions and final approvals by both the City of Oak Grove and East Bethel.

Exhibit A – Page 66 in proposal. The fourth paragraph, fourth line, field inspected by Inspectron, Inspectron has nothing to do with this.

Exhibit B – Page 68 in proposal. Inspectron needs to be removed.  
 - Next line, add Bethel.

Boyer asked if there are liabilities issues. Vierling said yes, but if you notify the League of the services then the City should be covered. Davis said we have checked with the League on this. It was asked what the cancellation notification of this contract would be. Davis said it is 30 days on either side.

**Lawrence moved to authorize staff to submit the proposal for Building Official and Inspection Services to the City of Oak Grove. DeRoche seconded; all in favor, motion approved unanimously.**

Liquor  
License  
Refund

Troy Parker paid his City Liquor License fee on July 9, 2012. On or about August 19, 2012 Mr. Parker closed Fatboy's and is requesting a pro-rated refund of this City Liquor License fee of \$3,700 due to his claim of a "recent illness and hospitalization".

City ordinance, Alcoholic Beverages, Section 6-54 reads:

No part of the fee paid for any license issued under this article shall be refunded except in the following instances upon application to the city council within 30 days from the happening of the event. There shall be refunded a pro rata portion of the fee for the unexpired period of the license, computed on a monthly basis when operation of the licensed business ceases not less than one month before expiration of the license because of:

- (1 )Destruction or damage of the licensed premises by fire or other catastrophe that the licensee shall cease to carry on the licensed business;
- (2) The licensee's illness which can reasonably be expected to prohibit him from being actively engaged in the licensed business for the remainder of the period of the license;
- (3) The licensee's death;
- (4) A change in the legal status of the city, or some other event making it unlawful for the licensee to carry on the licensed business under his license, except when such license is revoked.

Even though there is a condition in the City Ordinance that addresses license refunds for medical reasons, there is no description or provision as to how this claim for illness is to be substantiated. Staff is of the opinion that additional documentation be required to supplement the single source medical diagnosis supplied by the applicant for the refund in order to determine the reasonableness of the request.

The City has never refunded a liquor license fee.

Approval of this request would entitle Mr. Parker to a refund of \$3,083.33. Should a refund be approved, staff recommends that the refund be reduced in an amount equal to the time over and above the ordinary effort that was required in the issuance of Mr. Parker's 2012-2013 City Liquor License. This cost for the additional time for the City Administrator and

City Clerk to accommodate Mr. Parker that was spent on this application is estimated to be \$556.50. He would also be required to relinquish his license to the City.

The City Attorney has indicated (see attached correspondence) that we have no way to verify the claimed medical condition and if that condition had any impact on the operation of the business. Staff is seeking direction from Council on this individual matter and recommends amending the ordinance to clarify the conditions and requirements for refunds of liquor licenses.

DeRoche asked for a quick history on this and the synopsis. Davis said the liquor licenses run from July to June the following year. There are seven on sale licenses in the City. Mr. Parker submitted a check just prior to June 30 and it was returned due to NSF funds. He had some issues with the MN Department of Revenue and the City offered to meet with him on a weekend to get a check. The City met with him at his place of business to get the check. City staff has put in a lot of extra hours on this license, more than what is normal and reasonable. Moegerle asked if there was an instance where someone was disabled and that is how this why this was added to the ordinance. Boyer clarified the Council added the change to cover for persons who had through no fault of their own, gotten ill. It isn't meant for the flu. Moegerle said her concern is when this was discussed at the April 28, 2012 Board of Review. He had told the Board that he made a business decision last month that the property was sold for \$700,000. His decision at that point was to sell the business back. He didn't say why he was selling it. So it just smacks as self-serving at this point.

**Moegerle motioned to table for more documentation on a serious illness than what has been provided at this point. The documentation needs to be provided within 30 days. DeRoche seconded.** Boyer said the \$556 is not exactly fair from City perspective. Something closer to 50% would be more reasonable. **All in favor; motion carries unanimously.**

Council Member Report – DeRoche

Winter is coming and the muskrats are destroying boats. He had the opportunity to go to a meet the candidate night. He would encourage the people in TV land to study the candidates, the issues and be on top of what is going on. There are a few more meet the candidate nights.

Council Member Report – Boyer

Keep an eye on your neighbors and make sure they are all right.

Council Member Report – Moegerle

She attended the website meeting. They picked pictures for the website. The website will go live on February 14, but they need spring pictures.

She has also been contacted by residents saying we need to get more business. As the president of the EDA, now that we have identified the problem what is the solution? It is a real difficult problem. How do we go out and contact them. We are in the process of doing just that, but there are contractors that could do that for us. Do we add this to Jack's responsibilities? If we are going to get a contractor that impacts the budget. What kind of businesses do we want in our City? Manufacturing would give a lot of ERUs. A lot of people are following the issue. She said another resident told her that if the EDA doesn't get enough businesses in, they are responsible for the budget issue. The EDA cannot be charged with being responsible.

With regards to the City of East Bethel on the south end of the City. The landscaping there is woeful, especially since one tree is dead where the City sign is. Could Parks look at a way to beautify that? Davis said we could look at that.

Mayor Report - Lawrence We had a good chat with Anoka County to help East Bethel attract businesses. We have been doing the campaigning thing. There are lots of candidates in the audience and there are two more forums.

Closed Session Vierling stated the City Council is going into Closed Session based MN Statutes 13D.05 subd. 3b. matters of pending or threatening litigation. Council will review will review and announce any action after returning from closed session.

**DeRoche motioned to go into closed session. Lawrence seconded, all in favor, motion carries.**

**Closed session at 9:35.**

**Meeting called back to order at 9:57**

Vierling stated all Council Members were in attendance during the closed session with the exception of Steve Voss. Also in attendance were the City Administrator and the City Attorney. The Council reviewed matters of pending or threatened litigation. They discussed process and will review at the next meeting.

Adjourn **DeRoche made a motion to adjourn at 10:00 PM. Boyer seconded; all in favor, motion carries.**

Submitted by:

Jill Anderson  
Secretary

**PAY ESTIMATE #8  
CITY OF EAST BETHEL  
Water Treatment Plant No. 1**

October 22, 2012

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

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

Dear Honorable Mayor and Council Members:

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

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	GENERAL CONSTRUCTION ALLOWANCE	1	LUMP SUM	\$30,000.00	0.58	\$ 17,393.80
2	FURNISHINGS ALLOWANCE	1	LUMP SUM	\$5,000.00	0.42	\$ 2,081.00
3	COMPUTER ALLOWANCE	1	LUMP SUM	\$8,000.00	0.41	\$ 3,254.21
4 *	WATER TREATMENT PLANT NO. 1	1	LUMP SUM	\$1,307,124.20	1.00	\$ 1,307,124.20
5	GENERATOR SYSTEM	1	LUMP SUM	\$51,000.00	1	\$ 51,000.00
<b>Total Bid Schedule "A" - Base Bid - Water Treatment Plant No. 1</b>						<b>\$ 1,380,853.21</b>

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

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

**Bid Schedule "C" - Base Bid - Sanitary Sewer**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
9	4" PVC PIPE SEWER SDR 35	245	LIN FT	\$14.00	241	\$ 3,374.00
10	8" PVC PIPE SEWER SDR 35	27	LIN FT	\$21.00	13	\$ 273.00
11	CONNECT TO EXISTING SANITARY SEWER	2	EACH	\$300.00	2	\$ 600.00
12	CASTING ASSEMBLY	1	EACH	\$337.00		\$ -
13	CONSTRUCT SANITARY MANHOLE	1	EACH	\$1,686.00	1	\$ 1,686.00
14	CHIMNEY SEAL	1	EACH	\$261.00		\$ -
<b>Total Bid Schedule "C" - Base Bid - Sanitary Sewer</b>						<b>\$ 5,933.00</b>

**Bid Schedule "D" - Base Bid - Watermain**

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

**PAY ESTIMATE #8  
CITY OF EAST BETHEL  
Water Treatment Plant No. 1**

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

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

**Total Bid Schedule "D" - Base Bid - Watermain**

**\$ 107,514.80**

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
29	AGGREGATE BASE CLASS 5	1,288	TON	\$12.00	1,208.8	\$ 14,505.60
30	BITUMINOUS MATERIAL FOR TACK COAT	74	GALLON	\$2.50	74	\$ 185.00
31	TYPE SP 12.5 WEARING COURSE MIXTURE (3,B)	186	TON	\$88.25	171.09	\$ 15,098.69
32	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	186	TON	\$86.25	157.94	\$ 13,622.33
33	8X7 PRECAST CONCRETE BOX CULVERT END SECTION	1	EACH	\$7,850.00	1	\$ 7,850.00
34	18" RC PIPE APRON	2	EACH	\$772.00	2	\$ 1,544.00
35	18" RC PIPE CULVERT DESIGN 3006 CLASS III	48	LIN FT	\$29.00	48	\$ 1,392.00
36	RANDOM RIPRAP CLASS III	52.9	CU YD	\$65.00	52	\$ 3,380.00
37	GEOTEXTILE FILTER TYPE IV	158	SQ YD	\$2.00	158	\$ 316.00
38	4" CONCRETE WALK	585	SQ FT	\$5.00	585	\$ 2,925.00
39	CONCRETE CURB & GUTTER DESIGN B612	1,041	LIN FT	\$11.00	985	\$ 10,835.00
40	8" CONCRETE DRIVEWAY PAVEMENT	88	SQ YD	\$63.00	120.67	\$ 7,602.21
41	BOLLARD	16	EACH	\$150.00	16	\$ 2,400.00
42	PERMANENT BARRICADES	48	LIN FT	\$10.00		\$ -
43	WIRE FENCE DESIGN 72-9322	231	LIN FT	\$14.50	231	\$ 3,349.50
44	VEHICULAR GATE - SINGLE	2	EACH	\$1,000.00	2	\$ 2,000.00
45	SIGN PANELS TYPE C	6.3	SQ FT	\$20.00		\$ -
46	LANDSCAPING	1	LUMP SUM	\$3,200.00	1	\$ 3,200.00
47	SILT FENCE, TYPE MACHINE SLICED	1,806	LIN FT	\$2.00	1,079	\$ 2,158.00
48	STORM DRAIN INLET PROTECTION	1	EACH	\$75.00		\$ -
49	FILTER LOG TYPE STRAW BIOROLL	180	LIN FT	\$2.50		\$ -
50	EROSION CONTROL BLANKETS CATEGORY 3	1,683	SQ YD	\$1.55	3,800	\$ 5,890.00
51	TURF ESTABLISHMENT	6.6	ACRE	\$400.00		\$ -
52	PAVEMENT MESSAGE (HANDICAPPED SMBOL) - EPOXY	1	EACH	\$265.00	1	\$ 265.00
53	4" SOLID LINE WHITE - EPOXY	154	LIN FT	\$12.50	154	\$ 1,925.00

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

**\$ 100,443.33**

**Bid Schedule "F" - Base Bid - Mobilization**

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

**Total Bid Schedule "F" - Base Bid - Mobilization**

**\$ 42,000.00**

**PAY ESTIMATE #8  
CITY OF EAST BETHEL  
Water Treatment Plant No. 1**

**Alternate No. 1 - Filter No. 2**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	CONSTRUCT FILTER NO. 2 AND ALL APPURTENANCES	1	LUMP SUM	\$145,000.00	0.87	\$ 126,728.00
<b>Total Alternate No. 1 - Filter No. 2</b>						<b>\$ 126,728.00</b>

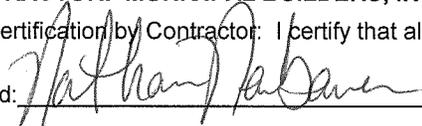
**\* Contract Price Includes Change Order No. 1**

Total Bid Schedule "A" - Water Treatment Plant No. 1	\$ 1,380,853.21
Total Bid Schedule "B" - Removals and Earthwork	\$ 65,836.55
Total Bid Schedule "C" - Sanitary Sewer	\$ 5,933.00
Total Bid Schedule "D" - Watermain	\$ 107,514.80
Total Bid Schedule "E" - Pavements and Miscellaneous Construction	\$ 100,443.33
Total Bid Schedule "F" - Mobilization	\$ 42,000.00
Total Alternate No. 1 - Filter No. 2	\$ 126,728.00
Total Work Completed to Date	\$ 1,829,308.89
Less 5% Retainage	\$ 91,465.44
Less Pay Estimate #1	\$ 42,845.00
Less Pay Estimate #2	\$ 290,272.79
Less Pay Estimate #3	\$ 185,579.51
Less Pay Estimate #4	\$ 531,361.48
Less Pay Estimate #5	\$ 165,952.29
Less Pay Estimate #6	\$ 284,630.85
Less Pay Estimate #7	\$ 149,612.57
<b>WE RECOMMEND PAYMENT OF:</b>	<b>\$ 87,588.96</b>

**APPROVALS:**

**CONTRACTOR: MUNICIPAL BUILDERS, INC.**

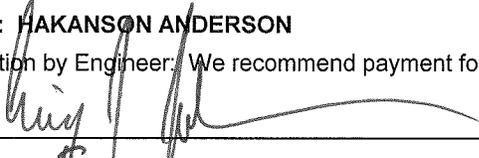
Certification by Contractor: I certify that all items and amounts are correct for the work completed to date.

Signed: 

Title: PROJECT COORDINATOR Date 10/29/12

**ENGINEER: HAKANSON ANDERSON**

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

Signed: 

Title: City Engineer Date 10/29/12

**OWNER: CITY OF EAST BETHEL**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_

**PAY ESTIMATE #1  
CITY OF EAST BETHEL  
Jackson Street Reconstruction Project**

October 22, 2012

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

RE: Jackson Street Reconstruction Project  
Contractor: Rum River Contracting Co.  
Contract Amount: \$1,188,238.40  
Award Date: August 15, 2012

Dear Honorable Mayor and Council Members:

The following work has been completed on the above-referenced project by Rum River Contracting Co.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$50,000.00	\$ 50,000.00	1	\$ 50,000.00
2	CLEARING	1.15	ACRE	\$3,900.00	\$ 4,485.00	1.00	\$ 3,900.00
3	GRUBBING	1.15	ACRE	\$1,000.00	\$ 1,150.00	1.00	\$ 1,000.00
4	REMOVE CURB AND GUTTER	148	LIN FT	\$4.00	\$ 592.00	94	\$ 376.00
5	REMOVE PIPE CULVERTS	527	LIN FT	\$5.00	\$ 2,635.00	467	\$ 2,335.00
6	REMOVE CONCRETE GUTTER	72	LIN FT	\$4.00	\$ 288.00	72	\$ 288.00
7	REMOVE BITUMINOUS PAVEMENT	1,197	SQ YD	\$2.50	\$ 2,992.50	1,113	\$ 2,782.50
8	REMOVE CONCRETE DRIVEWAY PAVEMENT	47	SQ YD	\$4.00	\$ 188.00	44	\$ 176.00
9	REMOVE CATCH BASIN	2	EACH	\$237.50	\$ 475.00	2	\$ 475.00
10	REMOVE SIGN	24	EACH	\$25.00	\$ 600.00	24	\$ 600.00
11	SAWING CONCRETE PAVEMENT (FULL DEPTH)	55	LIN FT	\$4.00	\$ 220.00	35	\$ 140.00
12	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	525	LIN FT	\$3.00	\$ 1,575.00	293	\$ 879.00
13	SALVAGE FENCE	1,320	LIN FT	\$2.00	\$ 2,640.00		\$ -
14	REMOVE MISCELLANEOUS STRUCTURES	1	LUMP SUM	\$500.00	\$ 500.00		\$ -
15	COMMON EXCAVATION, EV	8,361	CU YD	\$4.95	\$ 41,386.95	5,820	\$ 28,809.00
16	MUCK EXCAVATION, EV	3,610	CU YD	\$6.90	\$ 24,909.00	4,034	\$ 27,834.60
17	GRANULAR BORROW, LV	12,566	CU YD	\$9.10	\$ 114,350.60	5,248	\$ 47,756.80
18	TOPSOIL BORROW, LV	500	CU YD	\$0.01	\$ 5.00		\$ -
19	SALVAGED TOPSOIL FROM STOCKPILE, CV	2,965	CU YD	\$4.30	\$ 12,749.50		\$ -
20	GEOTEXTILE FABRIC TYPE IV	145	SQ YD	\$2.00	\$ 290.00	76	\$ 152.00
21	GEOTEXTILE FABRIC TYPE VI	2,350	SQ YD	\$3.60	\$ 8,460.00		\$ -
22	HAUL AND STOCKPILE EXCESS MATERIAL, LV	2,000	CU YD	\$7.00	\$ 14,000.00		\$ -
23	AGGREGATE BASE CLASS 5	1,465	TON	\$15.35	\$ 22,487.75		\$ -
24	MILL BITUMINOUS SURFACE (2")	53	SQ YD	\$10.00	\$ 530.00		\$ -
25	BITUMINOUS PAVEMENT RECLAMATION	24,600	SQ YD	\$1.05	\$ 25,830.00	24,600	\$ 25,830.00
26	HAUL BITUMINOUS PAVEMENT RECLAMATION, CV	3,370	CU YD	\$6.20	\$ 20,894.00	3,400	\$ 21,080.00
27	TYPE MV 3 WEARING COURSE MIXTURE (B)	3,953	TON	\$64.00	\$ 252,992.00		\$ -
28	TYPE MV 3 NON WEARING COURSE MIXTURE (B)	3,920	TON	\$60.00	\$ 235,200.00		\$ -
29	BITUMINOUS MATERIAL FOR TACK COAT	1,620	GAL	\$2.00	\$ 3,240.00		\$ -
30	MODULAR BLOCK RETAINING WALL	50	SQ YD	\$169.00	\$ 8,450.00		\$ -
31	15" CS PIPE CULVERT	72	LIN FT	\$32.25	\$ 2,322.00	192	\$ 6,192.00
32	15" RC PIPE APRON	8	EACH	\$467.30	\$ 3,738.40	8	\$ 3,738.40
33	18" RC PIPE APRON	2	EACH	\$492.00	\$ 984.00	2	\$ 984.00
34	24" RC PIPE APRON	1	EACH	\$539.30	\$ 539.30	2	\$ 1,078.60
35	15" CS SAFETY APRON	4	EACH	\$327.00	\$ 1,308.00	10	\$ 3,270.00
36	INSTALL CULVERT MARKER	11	EACH	\$50.00	\$ 550.00		\$ -
37	TRASH GUARD FOR 15" PIPE APRON	8	EACH	\$311.00	\$ 2,488.00	8	\$ 2,488.00
38	TRASH GUARD FOR 18" PIPE APRON	2	EACH	\$333.00	\$ 666.00	2	\$ 666.00

**PAY ESTIMATE #1  
CITY OF EAST BETHEL  
Jackson Street Reconstruction Project**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
39	TRASH GUARD FOR 24" PIPE APRON	1	EACH	\$633.00	\$ 633.00	2	\$ 1,266.00
40	15" RC PIPE SEWER DESIGN 3006, CL V	2,004	LIN FT	\$28.50	\$ 57,114.00	2,053	\$ 58,510.50
41	18" RC PIPE SEWER DESIGN 3006, CL V	84	LIN FT	\$30.50	\$ 2,562.00	86	\$ 2,623.00
42	24" RC PIPE SEWER DESIGN 3006, CL III	114	LIN FT	\$34.50	\$ 3,933.00	103	\$ 3,553.50
43	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48 - 4020	197.9	LIN FT	\$200.05	\$ 39,589.90	158.7	\$ 31,747.94
44	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54 - 4020	7.4	LIN FT	\$280.00	\$ 2,072.00		\$ -
45	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	2.8	LIN FT	\$279.00	\$ 781.20	2.5	\$ 697.50
46	CASTING ASSEMBLIES TYPE 1	26	EACH	\$627.05	\$ 16,303.30		\$ -
47	CASTING ASSEMBLIES TYPE 2	1	EACH	\$669.00	\$ 669.00		\$ -
48	CASTING ASSEMBLIES TYPE 3	2	EACH	\$728.00	\$ 1,456.00		\$ -
49	RANDOM RIPRAP CLASS II	17	CU YD	\$105.00	\$ 1,785.00	12	\$ 1,260.00
50	RANDOM RIPRAP CLASS III	45	CU YD	\$105.00	\$ 4,725.00	12	\$ 1,260.00
51	CONCRETE CURB & GUTTER DESIGN B618	12,000	LIN FT	\$8.50	\$ 102,000.00		\$ -
52	6" CONCRETE DRIVEWAY PAVEMENT	300	SQ YD	\$40.00	\$ 12,000.00		\$ -
53	BITUMINOUS CURB	100	LIN FT	\$5.00	\$ 500.00		\$ -
54	MAIL BOX SUPPORT	32	EACH	\$125.00	\$ 4,000.00		\$ -
55	TRAFFIC CONTROL	1	LUMP SUM	\$15,000.00	\$ 15,000.00	0.5	\$ 7,500.00
56	SIGN PANELS TYPE C	355.0	SQ FT	\$31.00	\$ 11,005.00		\$ -
57	CONIFEROUS TREE 6' HT B&B	8	TREE	\$225.00	\$ 1,800.00		\$ -
58	PERENNIAL PLUGS	940	PLANT	\$8.50	\$ 7,990.00		\$ -
59	TREE PRUNING	20	HOUR	\$150.00	\$ 3,000.00		\$ -
60	BALE BARRIER	60	LIN FT	\$5.00	\$ 300.00		\$ -
61	SILT FENCE, TYPE MACHINE SLICED	12,070	LIN FT	\$1.10	\$ 13,277.00	10,580	\$ 11,638.00
62	STORM DRAIN INLET PROTECTION	32	EACH	\$90.00	\$ 2,880.00	8	\$ 720.00
63	TEMPORARY ROCK CONSTRUCTION ENTRANCE	2	EACH	\$500.00	\$ 1,000.00		\$ -
64	EROSION CONTROL BLANKETS CATEGORY 2	70	SQ YD	\$3.00	\$ 210.00		\$ -
65	EROSION CONTROL BLANKETS CATEGORY 5	280	SQ YD	\$3.00	\$ 840.00		\$ -
66	TURF ESTABLISHMENT	7.3	ACRE	\$1,000.00	\$ 7,300.00		\$ -
67	4" SOLID LINE WHITE - EPOXY	15,720	LIN FT	\$0.20	\$ 3,144.00		\$ -
68	4" BROKEN LINE YELLOW - EPOXY	530	LIN FT	\$0.20	\$ 106.00		\$ -
69	4" DOUBLE SOLID LINE YELLOW - EPOXY	5,280	LIN FT	\$0.40	\$ 2,112.00		\$ -
70	4" SOLID LINE YELLOW - EPOXY	2,640	LIN FT	\$0.20	\$ 528.00		\$ -
71	24" STOP LINE WHITE - EPOXY	152	LIN FT	\$6.00	\$ 912.00		\$ -

TOTAL WORK COMPLETED TO DATE	<b>\$ 353,607.34</b>
LESS 5% RETAINAGE:	<b>\$ 17,680.37</b>
WE RECOMMEND PAYMENT OF:	<b>\$ 335,926.97</b>

**PAY ESTIMATE #1  
CITY OF EAST BETHEL  
Jackson Street Reconstruction Project**

**APPROVALS:**

**CONTRACTOR: RUM RIVER CONTRACTING CO.**

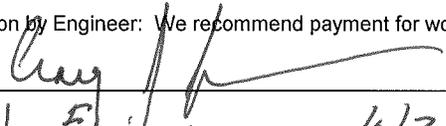
Certification by Contractor: I certify that all items and amounts are correct for the work completed to date.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_

**ENGINEER: HAKANSON ANDERSON**

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

Signed:  \_\_\_\_\_

Title: City Engineer Date 10/29/12

**OWNER: CITY OF EAST BETHEL**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_

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

**RESOLUTION NO. 2012-65**

**RESOLUTION ACCEPTING WORK OF TRAUT WELLS FOR  
MUNICIPAL WELLS NO. 3 & 4**

**WHEREAS**, pursuant to a written contract signed with the City on December 1, 2010, Traut Wells of Waite Park, Minnesota has satisfactorily completed the Construction of Municipal Well No. 3 and No. 4 in accordance with such contract,

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

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

Adopted this 7<sup>th</sup> day of November, 2012 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

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Richard Lawrence, Mayor

ATTEST:

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Jack Davis, City Administrator

**FINAL PAYMENT  
CITY OF EAST BETHEL  
Construction of Municipal Well No. 3 and No. 4**

September 19, 2012

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

RE: Construction of Municipal Well No. 3 & No. 4

Contractor: Mark J. Traut Wells, Inc.

Dear Honorable Mayor and Council Members:

The following work has been completed on the above-referenced project by Mark J. Traut Wells, Inc.

**Bid Schedule "A" - Construction of Municipal Well No. 3**

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	Mobilization, demobilization, site clean-up	LS	\$ 17,750.00	1.00	\$ 17,750.00
2	Drill 6" pilot hole	LF	\$ 15.00	355	\$ 5,325.00
3	Drill and drive 18" dia. surface casing (contractor may drill an oversized hole & install the casing and grout)	LF	\$ 105.00	322	\$ 33,810.00
4	Drill 17" dia. open hole	LF	\$ 50.00		\$ -
5	Furnish and install 12" casing	LF	\$ 54.00	322	\$ 17,388.00
6	Grout	CY	\$ 375.00	3.75	\$ 1,406.25
7	Drill 11.5" dia. open hole	LF	\$ 40.00	25	\$ 1,000.00
8	Furnish and install 8" telescopic screen	LF	\$ 135.00		\$ -
9	Gravel pack	CY	\$ 400.00		\$ -
10	Furnish, install and remove well development equipment	LS	\$ 4,500.00	1	\$ 4,500.00
11	Well development	HRS	\$ 135.00	55	\$ 7,425.00
12	Dynamite for blasting	LBS	\$ 20.00		\$ -
13	Bailing	CY	\$ 65.00		\$ -
14	Furnish, install and remove test pump	LS	\$ 4,200.00	1	\$ 4,200.00
15	Test pumping DNR 7-day aquifer test (including diesel genset)	HRS	\$ 75.00	72	\$ 5,400.00
16	Furnish and install submersible level transducers for monitoring water level in pumping and monitoring wells	UNIT	\$ 250.00	8	\$ 2,000.00
17	Download water level data from data recorders and provide data in an Excel spreadsheet for pumping and monitoring wells	LS	\$ 500.00	1	\$ 500.00
18	Water analysis (see Appendix for parameters)	LS	\$ 950.00	1	\$ 950.00
19	Video taping	LS	\$ 1,350.00	1	\$ 1,350.00
20	Gamma log	LS	\$ 1,350.00	1	\$ 1,350.00
21	Furnish and install 60 HP well pump	LS	\$ 30,500.00		\$ -
22	Furnish and install pitless unit	LS	\$ 17,000.00		\$ -
23	Site work including compacted Class 5 aggregate, concrete pad with woven wire reinforcement	LS	\$ 2,500.00		\$ -
24	Construction allowance	LS	\$ 5,000.00		\$ -

**Total Bid Schedule "A" - Construction of Municipal Well No. 1 \$ 104,354.25**

**FINAL PAYMENT**  
**CITY OF EAST BETHEL**  
**Construction of Municipal Well No. 3 and No. 4**

**Bid Schedule "B" - Construction of Municipal Well No. 4**

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	Mobilization, demobilization, site clean-up	LS	\$ 17,750.00	1.00	\$ 17,750.00
2	Drill 6" pilot hole	LF	\$ 15.00	350	\$ 5,250.00
3	Drill and drive 18" dia. surface casing (contractor may drill an oversized hole & install the casing and grout)	LF	\$ 105.00	283	\$ 29,715.00
4	Drill 17" dia. open hole	LF	\$ 50.00		\$ -
5	Furnish and install 12" casing	LF	\$ 54.00	283	\$ 15,282.00
6	Grout	CY	\$ 375.00	8.5	\$ 3,187.50
7	Drill 11.5" dia. open hole	LF	\$ 40.00	62	\$ 2,480.00
8	Furnish and install 8" telescopic screen	LF	\$ 135.00	65	\$ 8,775.00
9	Gravel pack	CY	\$ 400.00	1.77	\$ 708.00
10	Furnish, install and remove well development equipment	LS	\$ 4,500.00	1	\$ 4,500.00
11	Well development	HRS	\$ 135.00	59	\$ 7,965.00
12	Dynamite for blasting	LBS	\$ 20.00		\$ -
13	Bailing	CY	\$ 65.00		\$ -
14	Furnish, install and remove test pump	LS	\$ 4,200.00	1	\$ 4,200.00
15	Test pumping DNR 7-day aquifer test (including diesel genset)	HRS	\$ 75.00	168	\$ 12,600.00
16	Furnish and install submersible level transducers for monitoring water level in pumping and monitoring wells	UNIT	\$ 250.00		\$ -
17	Download water level data from data recorders and provide data in an Excel spreadsheet for pumping and monitoring wells	LS	\$ 500.00		\$ -
18	Water analysis (see Appendix for parameters)	LS	\$ 950.00	1	\$ 950.00
19	Video taping	LS	\$ 1,350.00	1	\$ 1,350.00
20	Gamma log	LS	\$ 1,350.00	1	\$ 1,350.00
21	Furnish and install 60 HP well pump	LS	\$ 30,500.00		\$ -
22	Furnish and install pitless unit	LS	\$ 17,000.00	1	\$ 17,000.00
23	Site work including compacted Class 5 aggregate, concrete pad with woven wire reinforcement	LS	\$ 2,500.00		\$ -
24	Construction allowance	LS	\$ 5,000.00	0.433	\$ 2,165.00

**Total Bid Schedule "B" - Construction of Municipal Well No. 2 \$ 135,227.50**

**Bid Schedule "C" - Change Order No. 1**

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	Mobilization & demobilization	LS	\$ 850.00	1	\$ 850.00
2	Bid item #6 (6" pilot bore)	LF	\$ 15.00	350	\$ 5,250.00
3	Bid item #20 (Gamma log)	LS	\$ 1,350.00	1	\$ 1,350.00
4	F&I 4" steel casing	LF	\$ 10.75	307	\$ 3,300.25
5	Bid item #6 (grout)	CY	\$ 375.00	3.5	\$ 1,312.50
6	Bid item #18 (complete water test)	LS	\$ 950.00	1	\$ 950.00
7	F&I & remove test pump (up to 60 gpm)	LS	\$ 650.00	1	\$ 650.00
8	Operate test pump and generator	HR	\$ 125.00	26	\$ 3,250.00
9	Mob and demob (to abandon well @ a later date)	LS	\$ 450.00		\$ -
10	Bid item #6 (grout for well abandonment)	CY	\$ 375.00		\$ -

**Total Bid Schedule "C" - Change Order No. 1 \$ 16,912.75**

**FINAL PAYMENT  
CITY OF EAST BETHEL  
Construction of Municipal Well No. 3 and No. 4**

**Bid Schedule "D" - Change Order No. 2**

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	Mobilization & demobilization	LS	\$ 850.00	1	\$ 850.00
2	F&I 4" stainless steel screen	LF	\$ 115.00	10	\$ 1,150.00
3	F&I 4" Steel casing	LF	\$ 10.75	247	\$ 2,655.25
4	F&I & remove test pump (up to 60 gpm)	LS	\$ 650.00	1	\$ 650.00
5	Operate test pump and generator	HR	\$ 125.00	18.5	\$ 2,312.50
6	Mob and demob (to abandon well @ a later date)	LS	\$ 450.00		\$ -
7	Bid item #6 (grout for well abandonment)	CY	\$ 375.00		\$ -

**Total Bid Schedule "D" - Change Order No. 2 \$ 7,617.75**

**Bid Schedule "E1" - Change Order No. 3 - Deduct Amounts**

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
5	Furnish and install 12" casing	LF	\$ 54.00	-322	\$ (17,388.00)
25	Salvaged 18" Casing	LF	\$ 48.00	-50	\$ (2,400.00)

**Total Bid Schedule "E1" - Change Order No. 3 - Deduct Amounts \$ (19,788.00)**

**Bid Schedule "E2" - Change Order No. 3 - Add Amounts**

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	Remove 12" Casing Pipe	HRS	\$ 225.00	22	\$ 4,950.00
2	Furnish and Install 18" Telescopic Screen	LF	\$ 382.00	50	\$ 19,100.00
3	Pull Back 18" Casing	LF	\$ 95.00	52	\$ 4,940.00
5	Set and Remove Trimmie Pipe	EACH	\$ 350.00	3	\$ 1,050.00
6	Furnish and Install 18" Pitless Unit	LS	\$ 32,500.00	1	\$ 32,500.00
7	Rebevel and Restock 12" Casing and 8" Screen	LS	\$ 1,675.00	1	\$ 1,675.00

**Total Bid Schedule "E2" - Change Order No. 3 - Add Amounts \$ 64,215.00**

**Bid Schedule "F1" - Change Order No. 4 - Add Amounts for Well No. 3**

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	Furnish 75 Hp Motor	LS	\$ 8,150.00	1	\$ 8,150.00
2	Furnish Pump	LS	\$ 4,385.00	1	\$ 4,385.00
3	Wire Double Jacketed #1	LF	\$ 17.50	145	\$ 2,537.50
4	8" Drop Pipe Epoxy Coated	LF	\$ 95.00	140	\$ 13,300.00
5	Reducer 8" X 6" Swedge	EACH	\$ 670.00	2	\$ 1,340.00
6	Coupling 6"	EACH	\$ 82.00	1	\$ 82.00
7	Coupling 8"	EACH	\$ 160.00	1	\$ 160.00
8	Mobilization, Labor and Misc. hardware	LS	\$ 6,850.68	1	\$ 6,850.68

**Total Bid Schedule "F1" - Change Order No. 4 - Add Amounts for Well No. 3 \$ 36,805.18**

**FINAL PAYMENT  
CITY OF EAST BETHEL  
Construction of Municipal Well No. 3 and No. 4**

**Bid Schedule "F2" - Change Order No. 4 - Add Amounts for Well No. 4**

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	Furnish 60 Hp Motor	LS	\$ 4,725.00	1	\$ 4,725.00
2	Furnish Pump	LS	\$ 4,250.00	1	\$ 4,250.00
3	6" Drop Pipe Epoxy Coated	LF	\$ 51.00	200	\$ 10,200.00
4	Wire Double Jacketed #2	LF	\$ 9.94	205	\$ 2,037.70
5	Mobilization, Labor and Misc. hardware	LS	\$ 6,850.68	1	\$ 6,850.68

**Total Bid Schedule "F2" - Change Order No. 4 - Add Amounts for Well No. 4**     **\$ 28,063.38**

Bid Schedule "A" - Construction of Municipal Well No. 3	<b>\$ 104,354.25</b>
Bid Schedule "B" - Construction of Municipal Well No. 4	<b>\$ 135,227.50</b>
Bid Schedule "C" - Change Order No. 1	<b>\$ 16,912.75</b>
Bid Schedule "D" - Change Order No. 2	<b>\$ 7,617.75</b>
Bid Schedule "E1" - Change Order No. 3 - Deduct Amounts	<b>\$ (19,788.00)</b>
Bid Schedule "E2" - Change Order No. 3 - Add Amounts	<b>\$ 64,215.00</b>
Bid Schedule "F1" - Change Order No. 4 - Add Amounts Well No. 3	<b>\$ 36,805.18</b>
Bid Schedule "F2" - Change Order No. 4 - Add Amounts Well No. 4	<b>\$ 28,063.38</b>
Total Work Completed to Date	<b>\$ 373,407.81</b>
Less Pay Estimate #1	<b>\$ 15,164.61</b>
Less Pay Estimate #2	<b>\$ 22,721.86</b>
Less Pay Estimate #3	<b>\$ 77,211.25</b>
Less Pay Estimate #4	<b>\$ 53,358.65</b>
Less Pay Estimate #5	<b>\$ 24,711.17</b>
Less Pay Estimate #6	<b>\$ 81,025.50</b>
<b>WE RECOMMEND FINAL PAYMENT OF:</b>	<b>\$ 99,214.77</b>

Please verify the amount of previous payments and the receipt of the following items prior to making payment.

1. Certificate of claims payment (lien waiver).
2. Affidavit of payment of state taxes (MN State Tax Form IC 134).
3. Letter of consent from surety firm.

**FINAL PAYMENT  
CITY OF EAST BETHEL  
Construction of Municipal Well No. 3 and No. 4**

**APPROVALS:**

**CONTRACTOR: MARK J. TRAUT WELLS, INC.**

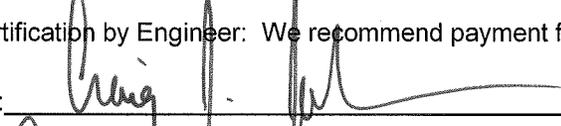
Certification by Contractor: I certify that all items and amounts are correct for the work completed to date.

Signed: 

Title: PROJECT MGR Date 9/28/12

**ENGINEER: HAKANSON ANDERSON ASSOCIATES, INC.**

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

Signed: 

Title: City Engineer Date 9/24/12

**OWNER: CITY OF EAST BETHEL**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_

SECTION 00991 – CHANGE ORDER

No. 2

PROJECT: Water Treatment Plant No. 1 Construction

DATE OF ISSUANCE: 11/7/12

EFFECTIVE DATE: 11/8/12

OWNER: City of East Bethel

ENGINEER'S Project No.: EB504

CONTRACTOR: Municipal Builders, Inc.

ENGINEER: Craig J. Jochum, P.E.

You are directed to make the following changes in the Contract Documents.

Contract Additions:

1. Alternate Bid No. 3 – Irrigation System	\$7,000.00
2. Alternate Bid No. 4 – Perimeter Fence	<u>\$22,251.20</u>
Total Added	\$29,251.20

**Reason for Change Order:**

Addition of Alternate Bids No. 3 and 4.

**Attachments: (List documents supporting change)**

None

RECOMMENDED:

APPROVED:

ACCEPTED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

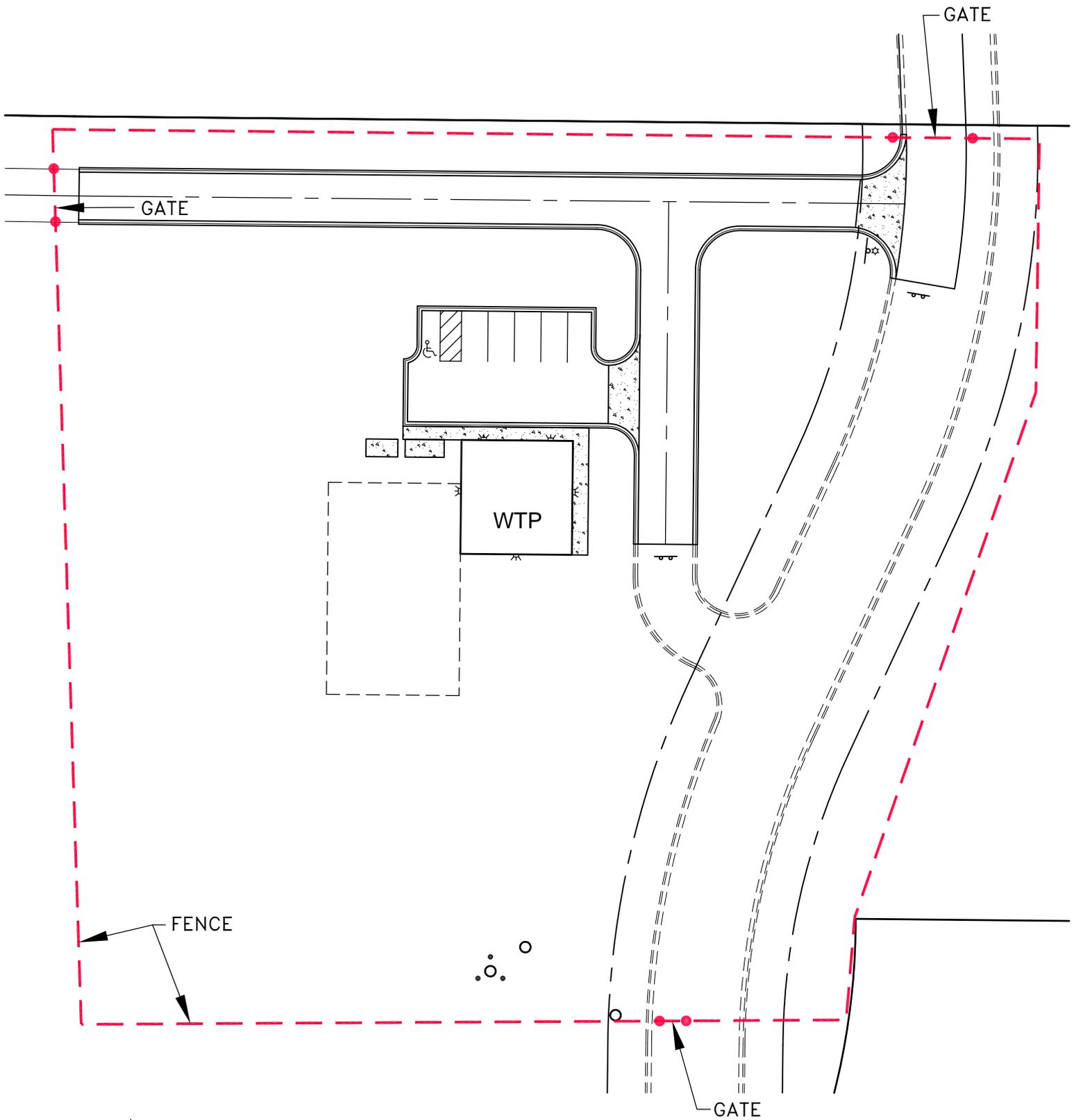
Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EJCDC No. 1910C8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.



# FENCE LOCATION EXHIBIT

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

**RESOLUTION NO. 2012-66**

**RESOLUTION ACKNOWLEDGING THE DONATION FROM BOY SCOUT TROOP 733**

**WHEREAS**, the City of East Bethel has received a donation in the amount of \$300 from Boy Scout Troop 733 for purchasing a bench at John Anderson Park.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT:** the City Council of the City of East Bethel acknowledges and accepts the donation from Boy Scout Troop 733 in the amount of \$300 for a bench at John Anderson Park.

**BE IT FURTHER RESOLVED THAT:** the City Council of the City of East Bethel expresses its thanks and appreciation to Boy Scout Troop 733 for this donation.

Adopted this 7<sup>th</sup> day of November, 2012 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

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Richard Lawrence, Mayor

ATTEST:

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Jack Davis, City Administrator



# City of East Bethel City Council Agenda Information

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**Date:**

November 7, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 7.0 B.1

\*\*\*\*\*

**Agenda Item:**

Planning Commission Meeting Minutes for October 23, 2012

\*\*\*\*\*

**Requested Action:**

Information Only

\*\*\*\*\*

**Background Information:**

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

\*\*\*\*\*

**Fiscal Impact:**

None

\*\*\*\*\*

**Recommendation(s):**

Information Only

\*\*\*\*\*

**City Council Action**

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vote Yes:\_\_\_\_\_

Vote No:\_\_\_\_\_

No Action Required:  X

## EAST BETHEL PLANNING COMMISSION MEETING

October 23, 2012

The East Bethel Planning Commission met on October 23, 2012 at 7:00 P.M for their regular meeting at City Hall.

MEMBERS PRESENT: Tanner Balfany Eldon Holmes Lorraine Bonin  
Brian Mundle, Jr. Lou Cornicelli Glenn Terry

MEMBERS ABSENT: Joe Pelawa

ALSO PRESENT: Jack Davis, City Administrator  
Heidi Moegerle, City Council

### Adopt Agenda

Chairperson Mundle called the October 23, 2012 meeting to order at 7:00 P.M.

**Mundle motioned to adopt the October 23, 2012 agenda.** Holmes wanted to remove items 5, 6 and 7. He said he wanted item 5 removed because at the last meeting he made it clear he believes that topic should be discussed in a committee setting. The other two items are strictly items the City Council should address. They should be the ones proposing those. They have nothing to do with the Planning and Zoning Commission. Bonin asked what Moegerle thought. Moegerle said ordinances always have gone through the Planning Commission. The Comprehensive Plan Review is a lot about what the Planning and Zoning does. She thinks they are properly on the agenda. She also sees the value of the Planning and Zoning Commission. Mundle said items 5, 6, 7 are discussion items and it seems the City Staff is looking for additional viewpoints on it. Holmes said item 5, at the last meeting we discussed having a committee address this. Ethics is for the City Council to discuss. Vision and Community Value is also a City Council discussion item. He believes this shows that City Council isn't doing their job. Davis said on item 5, this is the beginning of the Comp Plan Review. We are talking about zoning and land use issues. He would like to see the Planning and Zoning Commission entertain these issues. He sees this as the Planning Commission's Review. Holmes said last time we had a committee go over this before it came to the Planning Commission. The Committee was made up of City Council members, Planning Commission members, and residents. If we discuss this at our meetings, it will take months and we will be here til midnight each meeting. City Council should devise the committee, then they can present to the Planning and Zoning and we can make a recommendation that can be presented to the City Council. **Mundle rescinded his motion. Mundle made a new motion to adopt the agenda, remove items 6 and 7, leaving item 5 on the agenda but the discussion should be short. Seconded by Terry; all in favor, motion carries.**

**Approve September 25, 2012 Planning Commission Meeting Minutes**

Terry said there is a spelling error on page five of the minutes. On page five, third paragraph, third sentence, should be cannibalized parts.

Mundle stated on page two, third paragraph, last line, it should not say you have cleared out trees it should say removed for the area. Also at the end of the paragraph it should say they can turn it down, versus they will turn it down.

**Terry made a motion to approve the September 25, 2012 minutes as amended. Balfany seconded; all in favor, motion carries.**

**Finishing Touch Landscaping Fence Requirements**

Finishing Touch is in the process of completing their landscaping for their business at 23488 Ulysses St. NE. As part of their landscaping plan, they are required to install a fence at the rear of their property as an enclosure for their storage area. City Code states this type of fence must be of wood, brick or masonry construction.

Mr. Shern's property, 23488 Ulysses Street, abuts a residential neighborhood on the west zoned R-1 and light industrial uses on the north and south side of the property. Mr. Shern desires to substitute chain link fence with screening slats in lieu of code requirements. They would like a security fence, versus a screening fence.

Davis went out and looked at the property. He stated they have planted 6 - 8 foot spruce trees that provide adequate screening. According to City Code, the vegetative screen is sufficient. The Shern's want to still install a fence, chain link, but for security reasons.

Mundle said the fence was replaced by the trees for screening. Davis said yes, and the houses on the other side of the street are about 8-10 feet higher than the business, so the fence for screening would not work. The trees are an adequate screen. This would be the slatted, chain link fence. Looking from the street the fence would be behind the trees and wouldn't show much from the street.

Terry said you are saying the trees form an adequate screen and if that is true, then why would they need the slats for the chain link fence. Davis said the slats would not be necessary. The fence would be a security fence. Balfany said the slats do provide more security too. Bonin thinks the slats are not necessary and would not be attractive. Davis said the Sherns did go out and contact the neighbors in the area and found no objections to the change.

Mundle wondered if there were any other regulations that dictate materials for security fences. Terry said he would vote in favor of the chain link fence, but would not be in favor of the chain link with slats.

Holmes said we discussed this as why we didn't want a chain link fence because the slats would get blown out with wind. According to the State of MN, we can only grant variances for trees or because of distances, not because it is cheaper. That is not allowed by the State of MN. Legally we have to not grant this variance, because it would be allowable. Davis said the screening ordinance allows for trees to be used for screening, it also mentions fencing. But it doesn't

say either/or or both. Holmes said we can't accept a variance because of the State of Minnesota Statutes. Moegerle said she is looking at the following statute about exterior storage and all must be screened. There is no standard there that says chain link fence can't be allowed. Holmes said we are missing that we can't and the City Council can't allow them a variance, because it is against the State of MN statutes. We cannot allow a variance. Moegerle said the trees have already been planted. She asked Holmes to site what he was referencing. Moegerle said he planted the trees and the fence would be a supplement to the trees. She asked if Holmes disagreed with that.

Holmes said he doesn't need a variance and we should not grant him one. He can get a fence for the security. Balfany clarified Holmes is just making a statement. Moegerle said she agrees with that. He doesn't want to open ourselves to a problem. Davis said he has met the requirements of the code. Bonin asked about buffer yards. Davis said it provides screening and noise. Holmes asked why this is being brought up in front of us. Davis said just so it is clear, in the event it is questioned. Davis said this is just informational.

**Discussion:  
Comprehensive Plan  
Review-Business  
Overlay District**

Davis thanked the Commission for allowing a brief discussion on this tonight.

In 2007 the City adopted a Comprehensive Plan to address the land use and growth strategies that confronted the City at that time. In the last six years there have been changes in the economic conditions which affect growth and the need for a more flexible policy on the progression of growth in the Hwy. 65 Corridor.

More specifically, it will be beneficial to examine the Business Overlay District that was created and imposed as an additional layer of land use control over the 221<sup>st</sup> Avenue/Hwy. 65 intersection. This area was recognized as a redevelopment area and one with significant development potential. The intent of the zoning and Business Overlay District was to add flexibility for large scale development (20 acres +) and to prevent this intersection and its surrounding parcels from becoming a re-use area.

In the application of the Business Overlay District regulations and land use plans for the 221st Ave. intersection area, there may be issues with the following:

1. Size of acreage eligible for consideration of a development plan;
2. Sewer requirements for B-2 and B-3 and the Light Industrial zoning districts;
3. Inclusion of properties that are undevelopable within the Business Overlay District;
4. Exclusion of properties that are outside but contiguous to the Business Overlay District that would appear to be beneficial to the development of the district as a whole; and
5. An evaluation of the zoning that is currently in place for the district.

As prescribed in the ordinance, any development plan in this district must be a minimum of 20 acres. Within the existing boundaries of the district, there are 26 parcels, however, there are only 8 that exceed 20 acres. With the intent of the ordinance to limit projects within the district to 20 acres or greater, this may create a condition that precludes some use of the 18 parcels that do not meet this

size requirement. The Planning Commission may wish to consider a clarification of the definition of project size and/or the inclusion of an exemption that would allow certain development on parcels that would not meet the current size requirements.

While the Business Overlay District will not immediately be served by a standard gravity sewer system, sewer service in the form of a force main will bisect the district and be available under certain circumstances. The conditions of availability will depend upon the size of a development and the ability of the developer to finance a pump station which could service the district. The Planning Commission should consider redefining the minimum lot sizes specified in the zoning ordinance for B-2, B-3, and Light Industrial classifications as they relate to the availability of utility service. The current standard for each classification is a 10 acre minimum without water and sewer service. There will be some form of sewer service, even though potentially limited in availability, in the district. Clarification of the requirement should be addressed to minimize confusion with the interpretation of the standard and an evaluation of the requirement is recommended to insure that it is consistent with goals and intent of the ordinance.

There is one property within the Business Overlay District that should be removed. This property is located at 1007 221<sup>st</sup> Ave. NE and is zoned Light Industrial. The parcel is 38 acres in size but contains 33 acres of wetlands. The remaining 5 acres are split into 3 areas that are non-contiguous. This property adds no value to the district and is essentially undevelopable in terms of most commercial or light industrial use.

There are a minimum of 7 parcels, totaling approximately 200 acres that could be added to the district. These parcels are indicated on the Attachment #2 map. The addition of these parcels would allow for the natural progression of growth and remove potential issues of differing zoning classifications for larger scale developments.

The overall zoning of the Business Overlay District should be examined. The provision of limited utility services, the signalization of Hwy. 65 and 221<sup>st</sup> Ave., and the scheduled and proposed service roads in this area create the need for a re-evaluation of the existing zoning that is currently in place. These pieces of infrastructure open additional opportunities for more higher-use types of land uses within the district.

Davis explained everything along Hwy. 65 is zoned B-2. There is Light Industrial and other zoning in the area. He would like to look at standardizing the zoning. There is B-2 and B-3 zoning and there isn't much difference. We might want to look at also removing the Light Industrial or making it all Light Industrial. Additionally the Commission may want to review the 20 acre minimum. That might not be an adequate requirement. He hasn't found out anything on where the City came up with that number.

He went on to explain there is a planned service road that will be bid in the spring of 2013, which will connect up the west side of Hwy. 65 from Sims to 221<sup>st</sup>.

There is also a scheduled service road on the east side. With the lights at Sims and 221<sup>st</sup> Ave., it will make the area readily accessible. He would like to open it up to brief discussion.

Bonin asked how difficult is it to add or subtract areas. Davis said it would be a public hearing at the Planning Commission meeting and recommendation to City Council. Bonin said that one corner area could be added by another property, if they need it. Davis said it would be next to the Methodist church.

Balfany asked about the frontage roads particularly on the east side. There was a big stall with the property owners. We couldn't get the right-of-way from the property owners so we switched to the west side. Balfany asked without knowing what those lots are going to look like, how confident are we on where the road should go. David said we should leave adequate depth between the road and Hwy. 65. There is a huge row of pines that minimizes the disruption to the residential area. Davis said some of the area is B-2 and the other is B-3. He would like uniformity and we need to look at the zoning on both sides. There needs to be similar uses in the area. Bonin said because you have the housing, you don't want to put the road right at the back of their property.

Davis explained there are a couple of gentlemen in the audience interested in the planned overlay district area. The only way this property can be developed is if it is combined with another property.

Holmes said when he was on the committee they had a special meeting with the City Council, not knowing what would go in where Lambert Lumber was. We hashed this over for months. The committee and City Council came up with what we have now and we can design as we go. The reason we did it was because of the Comp Plan. The thought was if someone comes in and we need to change it again, we will change as needed. He believes this is a committee type project.

Davis said there probably was a lot of thought and consideration put into it, but there are 26 parcels and 18 are less than the 20 acres. If the corner property wanted to be developed and if the neighbors don't want to sell, then they are stuck. Holmes said the Planning and Zoning Commission already made a change for someone who came in. He still thinks there should be a committee chosen by the City Council to look at it. Moegerle said this is in response to the annual review of the Comp Plan. Should we have a standing committee for the Comp Plan review? Holmes said no, he thinks it should be created each time, based on the changes with the Council. If you have two or three nights you can get it done.

Moegerle said she doesn't understand why the Planning and Zoning Commission isn't the ones to look at this. Mundle said it would be more streamlined. Holmes said you could have a business, a resident, the Council, and the Planning Commission have members. Holmes said we can review it and have one meeting to really look at it. It is very time consuming. It took us two and a half years to come up with the last one and that was a committee. Moegerle said the annual review is a tweak of the Comp Plan.

Davis said the Comp Plan has never been reviewed. It needs to be reviewed especially along the Hwy. 65 service area. Terry said the whole Comp Plan was based on a city sewer and water system. He said we spent hours and hours going over it. It seems to him that we are cavalierly revising something that we took a long time to come up with. If there are some proposals that require us to look through it, then we should. Otherwise we are just taking up time speculating. Terry said we haven't heard any proposal. Balfany said there is someone in the audience that would like to address the Commission.

John Bussick, 661- 207<sup>th</sup> Ave. NE. He is looking to purchase the Lambert site. He doesn't want 20 acres, he only wants 7 acres. His proposal would be to remodel some buildings. He would like used car offices at the site. There would only be five cars in there at each site and there would be 10 dealers there. So a maximum of 50 cars on the site. He doesn't want to give a down payment until he knows what the Commission wants. He believes nothing is going to happen in the corridor and he wants to use something that is already there.

Mundle asked what the company name is. He explained they would create a new LLC to rent out properties. Right now he is looking at a proposal and was wondering if the City would allow a used car license dealer in the location. Balfany said with Valdeer motors we made a recommendation to grant internet sales for vehicles. Gentleman explained he has one operation in Ham Lake and another in Forest Lake. In Forest Lake there has to be five areas where they have five cars. Each office has five stalls. They store their records on site in their offices. The site is used to jockey cars from the auction by small independent dealers. Bonin said they have an office there and they are not there most of the time. He said at his Forest Lake office and he has seen two guys. Balfany said he thinks it is similar to Valdeer Motors. These types of dealers are just to allow legal sales of cars. They will have people come to that location to conduct the exchange of the vehicle. These dealers can buy all over the county and then ship the vehicles here. By having a dealer's license they can get into the auctions. Terry asked why you can't share an office. Every office has to have their own office space, which includes an independent door and five car stalls.

Holmes said he knows there is quite a deal with this. He has been involved in this type of business before. Some people don't deal in a lot of cars, but if you have sold more than five cars in a year, you need a license.

Davis said he would respectfully disagree with Bussick, and believes this area will develop with the service road. We are getting requests every day from Greater MSP. This area would be great area for a data center. We will have a lot more requests for uses in this area. The way we are doing business is changing. We need to be up to the standards to make us competitive. Terry didn't know the businesses were changing. Bussick was at the City Council meeting last week; Davis explained and said this is just an introduction.

Holmes said two months after we created the plan someone wanted a change, so we made a change. The overlay district offers that now. That is why we left it changeable. Eventually it can be changed, it can be written in stone. We needed

a plan to begin with. Davis said there have been enough changes in infrastructure and business policy, which warrants looking at all the areas. This is not 2006 and 2007. This 2012 and 2013 and the sewer system is a reality. He thinks this body or another start discussing the overlay district.

Holmes said we have discussed the City Center, is it going to be on Viking Boulevard (County Road 22) or at 221<sup>st</sup>. Davis said the concept of the City Center may have changed and the thought on it may have changed also. Holmes said how can you make a decision when you don't know anything. We will just have to keep changing. Davis said there has to be some flexibility. We need to make some changes now. It will change again in another five to six years. We need to go ahead and start the process.

**Mundle make a recommendation for a committee to be formed to review this. Holmes seconded; all in favor, motion carries.**

Bonin wanted to know if the ordinances can be vague enough so we don't have to make changes. Davis said we can do that. Bonin said so the things we want will fit there. But that gives us a say over whether it is appropriate. Terry said we had that before the Comp Plan; we did business more on that basis. Holmes said we came up with the plan that is changeable. After going through all the committee meetings, boy to just lay it on someone without a full discussion on what might be in there. He is on the Planning Commission and for the Commission to go through this and go through this for the next five or six months seems time consuming and drawn out. A committee can be together and discuss this. It just seems a little easier for them to present to us and then City Council.

Moegerle said it stuns her that the Planning Commission would want an advisory committee to them. She wondered if there should be a work meeting and would that make them more comfortable. Holmes said we don't know what is being changed or being proposed. We don't have that information to make a decision and we don't have a vote on what we are doing tonight. To him it is a discussion on wasting time.

Bonin said we don't want businesses to come in and do what they want to do. We want them to present their plan, they can't just come in here and they want to do this, we need to be the ones to decide if it is appropriate. Balfany said we have to be open minded to what they want to do. In his opinion, they should have the right to ask what they want to do. He doesn't want people to be left with the impression that you can't do things. We want to relay flexibility and openness. Bonin said we have to keep the goals that we have in mind always in the forefront to make sure it fits what we want. We can't out of desperation just accept anything. Balfany said we have zoned areas that say what we want in areas. We don't want to force or strong arm people into an area. Holmes said the Planning Commission meets once a month. We will be discussing it on a monthly basis for many months. Moegerle said work meetings are available. Holmes said it takes up too much time on a Planning Commission.

Moegerle said Mundle hasn't taken off his hat and others haven't taken off their jackets. Two issues of discussion were taken off the agenda. As a citizen

advisory commission, discussion is very valuable. The message we are getting is this meeting will be one meeting a month for an hour. Holmes said the Planning Commission meetings are open to the public and have to be printed up in the paper. At a meeting we get paid, at a committee meeting we don't. We can expedite the process with committee meetings. We can get it done much faster that way. You have to facilitate the public knows we only meet only one a month. You have a way of putting down when the meetings are going to be definitely, we can have a work group meeting where we don't have to notify anyone. If it is a committee meeting we have a variety people involved. Everyone from every part of the city was part of the committee. It was a better rounded discussion.

The buyer wants to know if he can do his business. He went to the Council and then came here. He wants to know what he can get done in the property with only using the 7 acres. He wants to know what the chance is of getting it done. Balfany said he thinks we are all in agreement that something can be done. Holmes said if he wants to buy only seven acres. He brings in the information to the City. Then there would be a request for a change to the Comp Plan. Davis said there would need to be a public hearing. Holmes said we are still in limbo because we are arguing. Cornicelli asked what is the average acreage size of each parcel. Davis said they range from 6/10 to 38 acres. Bussick said if you don't allow them to sell the 7 acres, it is inverse condemnation. That means you have to buy the property in court.

Balfany said if we are going to convene a work group, would it be beneficial to discuss this is a whole. Davis said his recommendation would be to address every issue that is out there. He would have the work group look at all the Hwy. 65 corridor. There are several issues that need to be looked at with the current conditions.

Balfany said then the work group would be tasked with looking at all the projects along the Hwy. 65 corridor. The commission concurred that this was the objective. No motion necessary.

## Ethics Policy

***The Commission did not discuss this topic, per the motion at the beginning of the meeting.***

“Doing the right thing” isn't always easy, whether you're an elected city official, an appointed member of a city advisory committee, or a paid member of the city staff. Newly elected officials may be surprised to find that issues that seemed straightforward during their campaign are suddenly more complicated now that they are in office. Appointed commissioners may struggle to balance their own opinions with the policy preferences of the elected officials who appointed them. And staff can sometimes get caught between upholding professional norms of integrity while trying to respond to the desires of the community and elected officials. For these and other reasons the City of East Bethel should consider the adoption of an Ethics Policy as a conduct guide for our officials and employees.

A Model Statement of Values developed by the League of Minnesota Cities (see attachment) is an aspirational document, intended to provide a framework for

ethical decision-making. The values it promotes can only be self-enforced, primarily by providing an ethical anchor, raising the quality of discussion and expectation among city officials and in the community, and by appealing to the conscience of the individual. It would be difficult and likely counterproductive to suggest that such values could be subject to formal review or enforcement action. Cities may choose to use the Model Statement of Values in a variety of ways, including:

- Simply provide a copy to all elected officials, advisory commission members, and even city staff members for their reference.
- Use it as the basis for a local workshop or just a discussion to encourage more city and community dialogue about what ethics means in your city.
- Consider formally adopting it as a statement of the way in which city officials and the community would like to see public business conducted.

The League of Minnesota Cities’ Template Code of Conduct is a law-based document, incorporating very specific standards of behavior that are already written into state statute or that have been handed down by court rulings. The Code of Conduct also offers legal methods for dealing with infractions. By adopting this code at the municipal level, a city council can take self-initiated action to see that these standards are upheld in the community, rather than having to wait on civil litigation initiated by citizens or criminal prosecution by the county attorney.

The Template Code of Conduct should be considered for formal adoption as a city ordinance. The template can locally codify existing and relatively well articulated standards of conduct already required by state law, so enforcement through quasi-judicial review is feasible. When adopting the code, cities need to consider to whom the code applies. Cities also need to formulate a hearing procedure.

This document has been carefully reviewed by LMC legal counsel, and it is recommended that any modifications be considered only after careful review by the city attorney. Cities that choose not to formally adopt the template may still find the document to be a useful and concise reference piece for individual city officials.

Also attached for your review is an Ethics Policy for the City of Lino Lakes. This policy seems to be a model that we may wish to consider as we move forward in this process.

**Vision and Community Values**

***The Commission did not discuss this topic, per the motion at the beginning of the meeting.***

The Planning Commission has had discussions of the “Vision of the City”. An important component to add to this discussion is “Community Values”. Community Values can cover a number of issues but for this meeting, staff is requesting Planning Commission to consider this item in relation to what the City supports in terms of programs external to normal City responsibilities. For example, the City provides funding for the Alexandria House, a program to assist battered women. What other programs or functions does the City support or

would consider for support, and what guidelines or policies need to be developed to assist us in making these choices.

Recommendations along this line would assist City Council in deciding which programs are our "Community Values" and determine if they can be supported by City funds or other forms of assistance.

### **Council Report**

Moegerle stated the property on the NW corner on Viking Boulevard (County Road 22) and Hwy. 65 has been purchased and they are waiting to hear who has purchased and what will be developed.

She also advised there are four candidates for the Planning and Economic Development position. Final interviews will be Friday with recommendation before the council at their next meeting.

Pelawa has resigned from the Planning Commission.

John Bilotti (made a presentation at the August Planning Commission meeting) is ready to present again to the Planning Commission. He wants to present in November; Davis is going to ask him to wait until January. We will have a new Community Development/Planner person. There will also be new City Council and Planning Commission members. Davis also stated Cornicelli and Bonin terms are up this year. Cornicelli said his term expires in 2013 and he is not ready to quit yet.

### **Adjourn**

**Holmes made a motion to adjourn the meeting at 8:18 PM. Mundle seconded; all in favor, motion carries.**

Submitted by:

Jill Anderson  
Recording Secretary



# City of East Bethel City Council Agenda Information

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**Date:**

November 7, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 7.0 D.1

\*\*\*\*\*

**Agenda Item:**

Road Commission Meeting Minutes for October 9, 2012

\*\*\*\*\*

**Requested Action:**

Information Only

\*\*\*\*\*

**Background Information:**

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

\*\*\*\*\*

**Fiscal Impact:**

None

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**Recommendation(s):**

Information Only

\*\*\*\*\*

**City Council Action**

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vote Yes:\_\_\_\_\_

Vote No:\_\_\_\_\_

No Action Required:  X

**EAST BETHEL ROAD COMMISSION MEETING**  
**October 9, 2012**

The East Bethel Road Commission met on October 9, 2012 at 6:53 P.M at the East Bethel City Hall for their regular monthly meeting.

MEMBERS PRESENT: Al Thunberg Kathy Paavola Roger Virta Jeff Jensen

MEMBERS EXCUSED: Lori Pierson-Kolodzienski Deny Murphy

ALSO PRESENT: Nate Ayshford, Public Works Manager  
Bob DeRoche, City Council Member

**Adopt  
Agenda**

**Paavola motioned to adopt the agenda with the change of moving item number 7 to after item number 4. Thunberg seconded; all in favor, motion carries.**

**Approve –  
September  
11, 2012  
Meeting  
Minutes**

On the titles on the left hand side it should state 447 Cedar.

DeRoche said a correction should be made stating they shouldn't be parking on the road. It isn't an IUP, it is a CUP. IUP is at Blue Ribbon. He doesn't remember saying they shouldn't be parking on the road and we should also look into the IUP. He said it should be a problem for an emergency truck to get through.

On Page 3, fourth paragraph down. He said Sullivan Street was turned down. It is the cities property. Thunberg thought it meant to be turned down, not vacated.

On Page 4, Council report and other business. He stated to approve a levy that would cost \$50.00 per year. We don't know what it will cost. We are still working on the proposed budget. He said residents will see he said \$50.00 and quote him. He wanted to make sure it is not a clear number. Who knows, we don't know what the shortfall will be. We are trying to do anything and everything to do with the cost.

The last paragraph, the lot that went in across from the theater. The cars keep coming here and aren't leaving. It was set up as an Internet business. That is not what it is turning out to be. He thinks for clarification, it should state some cars do leave, but not many. There are still twelve out there.

**Thunberg made a motion to approve the September 11, 2012 minutes as corrected. Jensen seconded; all in favor, motion carries unanimously.**

**Roads  
Financial  
Information  
– Roads  
Capital  
Funds  
Summary**

The only thing not reflected, on operations, in line 404, is the gravel road class five. Other than that everything is in good shape. We did finish street capitol overlay on 187<sup>th</sup> by the East Bethel Theater, as well as the 245<sup>th</sup> Ave overlay. Most projects are done for the year, with the exception of the punch list items on the Coon Lake Beach Project and the Jackson Street reconstruction.

**Request for  
Vacating  
Right of  
Away  
adjacent to  
447 Cedar  
Road**

The property owners at 447 Cedar Road, Kathryn and Patrick Johnson, have inquired about the City vacating the road right of way along the south side of their property (Longfellow Drive) and the road right of way the bisects their two properties (Birch Road). Currently there are no plans for these road easements but could be considered for future access or future storm water infrastructure needs.

The property owners had originally inquired about purchasing the right of way. Because the City is not able to sell property, vacating the property would be the only option and would require splitting the public property equally amongst the adjoining properties.

At the September 11, 2012 Road Commission meeting, staff was directed to contact the City Attorney for an opinion on the matter. The City Attorney stated that they do not recommend vacating any street or right-of-way unless the city is absolutely sure that it will never need the area for any purpose such as future street or utility improvements.

Mr. Johnson addressed the Commission. He provided a map of the roads that have been vacated in the area. Maple Street along with a couple other roads. DeRoche asked if they were vacated or purchased. Johnson said he thought they were vacated from everything that he read and everything that was told to him by his Council. He talked about a document that says they can't be done and obviously it can be done. Part of the reason they want the property is for the safety of their kids. There aren't any utilities or roads, or plan for either there.

DeRoche asked Davis about the properties. Ayshford said one is a park property, Maynard Peterson Park

Davis said the other portion was subdivided into four large lots. Part of Emerson Street runs through the ball field. The shaded area, he said he is unsure about. There is a hobby farm in the area.

Ayshford stated the City Attorney said it he would never recommend vacating a right-of-way unless the area will never be needed again. The area also abuts the DNR, and then they must be notified.

Jensen said in the future if the sewer does come through, then you will need to deal with the utilities, storm water, and also have to have retention ponds and rain gardens. When you have things like that it is hard to acquire property.

Ayshford said there was never any storm water design in that neighborhood. The Anoka County Conservation District said we need to identify areas like this to deal with run off to the lake. We don't know if there would be a road, but there may be a need for sewer and water and also storm water. Thunberg said he had the same concerns. Paavola conveyed concerns for storm water and also sewer and water. Thunberg said that fits in with the City Attorney's concerns. Johnson said he doesn't see any reason for it not to be vacated. He doesn't see the stormwater coming anywhere in the future. He doesn't know how you would want to invest into storm water when there are dirt roads.

The members said the main concern is the possibility of maintaining that area for storm water drainage and sewer and water. Thunberg said there may be the need for that in the future. It is more important for us to look out for the City as a whole, versus one home owner.

Johnson said it wouldn't eliminate the city's access. Davis said the DNR would have to weigh in with their opinion on this. Generally DNR recommends not vacating the property. That is what happened with Sylvan Street. Also on vacation, if a street is vacated, ½ the street goes to one side and ½ to the other, it goes back to the adjoining property owners. Johnson wanted to know why the DNR recommended against vacating Sylvan. Staff stated he can't really say what their reasoning

Johnson asked what the process is with the DNR, do I have to notify them. He wants to go down that road and that it is a reasonable request. Virta said the commission makes a recommendation and the Council decides.

**Thunberg motioned to not vacate the listed properties based on the information that has been provided. Paavola seconded; all in favor, motion carries unanimously.**

The resident was advised he can come before City Council and make the request. The council meeting is a week from tomorrow. You can come during public forum or give us 7/8 days' notice to submit to the Council.

**Proposed  
Access  
Change at  
Madison St  
and Viking  
Blvd**

The Anoka County Highway Department is planning a concrete overlay of Viking Blvd during the summer of 2013. As part of that project, additional turn lanes and by-pass lanes will be constructed to allow for more efficient and safer travel along this portion of Viking Blvd. The construction design incorporates the addition of left turn lanes at Jackson St NE and the resulting lane tapers could require closing the access to Madison St NE at Viking Blvd. The north end of Madison St would terminate in a cul-de-sac and residents would access Viking Blvd via Jackson St.

Residents directly affected by the possible change have been invited to the October 9, 2012 Road Commission meeting to discuss the proposed change.

DeRoche said we wanted to be transparent on this. Davis said we sent out the letters so anyone that wanted to come and comment on it would be provided that opportunity. Future public meetings will be held on this matter and the residents will be informed of those meetings at that time.

Randy Plaisance - 715 192<sup>nd</sup> Ave NE. His street runs into Madison between Jackson and Viking Blvd. He got in contact with ½ the residents in the area. Most said they didn't have an opinion one way or the other. His wife wished this could have happened when they had little kids. The people who live next to the Jacksons have a road that comes down his property line to Viking. Everyone for the most part was open to the idea. DeRoche asked what the reason for closing it is. Plaisance said once they put in the turn lanes for Jackson, they want to close it off, because they don't want to have any accidents coming across Madison. Ayshford said they want to put in bypass lanes on Viking Boulevard. Anoka County is trying to put in bypass lanes for people turning on and off of Viking. The bypass lanes required for Madison St would merge into the turn lanes for Jackson St creating traffic problems.

Plaisance said if you are coming west bound and taking a left onto Jackson and there are people who will zip by you on the turn only lane. We never come in on Viking anymore. We turn down by the trailer court and come in the back way. They are very wise to be upgrading it to a turn lane. How much land will they have to take to make the turn lanes and how do plan on widening it. Staff advised it will be left and right hand turns in both directions with a center through lane.

The Anderson's -19241 Madison St NE, stated the creek is there and they don't mow around it. They have left it natural. Just wondering how they will deal with it. Our son is a civil engineer and the safety factor outweighs any one single interest. Snow plows will have to come down to the cul-de-sac. The safety issue for that county road is important and the residents will be affected the most by this. The Anderson's can see the greater benefit for the community. If you go to turn on Madison, the turn lane is very short. You have to really slam on your brakes to make the corner. Thunberg said the cul-de-sacs would add safety.

The Anderson's asked if the cul-de-sac goes in there, is there enough room or will they have to take part of their land beyond the easement. He is concerned about access to his septic system. The only way he has access to his back yard is to go down that boulevard and around his pine trees. He wouldn't want a full curb, so he can access his back yard and drain field and well. When they put in the cul-de-sac, we would like to see improvements to the entire road. Only one time has anything has been done to that road.

When they bring in that heavy equipment it would be nice to resurface that road. They went down last year and did the crack filling. When it snows, we are a short road, so many a time, we would be the last road completed. So he would plow a small path out. Now they would be at the far end of a cul-de-sac and might get snowed in.

The Anderson's are in favor of it. Mainly because we think it is safer for the community. We would think it would be an improvement.

Ayshford said Anoka County will be contacting you about the plans if they decide to pursue closing the road access. Virta asked about the cul-de-sac and emergency vehicle access. Is there a way to provide emergency vehicle access to the cul-de-sac? DeRoche said once you do that, everyone will use it. Anderson said there are only eight properties. If something blocks the single point of access, then there would be an issue. Johnson said either leave it open or close it off, don't leave it open for emergency vehicles. Virta just wanted it to be considered. If something happens down that road, how will they get by? Thunberg said they will get by. Anderson said that is such a remote scenario. She has had fire trucks and an ambulance at her house before. DeRoche said everything has to be taken into consideration. He has no data one way or the other about the number of accidents. Thunberg said the Fire Department takes into account these sorts of areas. Davis said there are 170 single points of access, cul-de-sacs, in the City.

As part of the Jackson Street reconstruction sand has been purchased from Gordy Hoppe. He was operating a business out of his home in a rural residential area with no IUP. We have had several calls saying that Mr. Hoppe is operating a business out of his home. The contractor is the one who is performing the work and doing the trucking, not Mr. Hoppe. There are exceptions to the rules on mining, if it is part of a City Road project. Davis sympathizes with the complaints. One of the things we will do in the future is when a project needs a material trucked in, they will have to submit a plan showing where it will come from and how it will be trucked in and how it will affect the community.

Ayshford said there is a retainage that is held from all contractors until after the completion of the project. The retainage can be applied to any issues that have occurred and have not been resolved. DeRoche said the City Attorney has looked at it. Davis said there aren't road restrictions on now.

Jackson street is under construction now. Hopefully the hauling is done by the end of this week. They are exempt from the City Ordinance due to the contractor being the one performing the work for a City road project

Virta said his concerns are safety issues. One of those trucks hit a deer recently and they are driving these trucks on residential streets where there are safety concerns. He stated that plans should be put into place before the hauling begins.

Jensen said they do that in Fridley. We give them an entry and exit route. The tonnage doesn't matter in the summer, but we prefer them on the 9 plus ton roads. With their submittal, we make them provide their plans for hauling routes.

Virta said put yourself in that boat where trucks are hauling sand 8 hours a day. It is a safety concern.

**Request for  
Easement  
Return at  
2425  
Klondike  
Drive**

In May of 2006, Dennis and Sandra Berg, the property owners at 2425 Klondike Drive, signed a quit claim deed for a permanent road easement. At that time they were told that road improvements in the form of paving Klondike were taking place later that year and the easement was necessary for the project. Because the planned development of a neighboring property fell through, the project was postponed. Numerous other permanent road easements were also received and may be needed for future improvements to Klondike Drive.

Mr. and Mrs. Berg would like to have the property returned to their name if no road improvements will be taking place any time soon.

At the September 11, 2012 Road Commission meeting, staff was directed to contact the City Attorney for an opinion on the matter. The City Attorney stated that they do not recommend vacating any street or right-of-way unless the City is absolutely sure that it will never need the area for any purpose, including future street or utility improvements.

Ayshford said there is definitely a chance of future use there. Virta said we plan to improve that area at some point, but at this point we don't have any money.

**Jensen said under the advice of the City Attorney no change will be made in the easement at 2425 Klondike Drive. Thunberg seconded; all in favor, motion carries.**

**Council  
Report and  
Other  
Business**

There was a ground breaking yesterday for Aggressive Hydraulics. At the last City Council meeting we came up with a TIF District and also a TIF Development District. We also have a business subsidy policy, according to the State.

There are three or four "Meet the Candidate" nights. Ayshford said there is one Thursday, Oct 11 here at City Hall. DeRoche said one will be on the 25<sup>th</sup> of October at the Coon Lake Beach Community Center. One will be at Majestic Oaks, which will include County Commissioners and State Representatives.

We did have a business meeting at Route 65. Part of the discussion was the budget. Moegerle was getting beat up pretty good. DeRoche said he stood up and said look at the budget and tell us where we can make cuts. The project needs to be paid for. We are looking at hiring a City Planner/Community Development Director. The Building Official has been doing a pretty good job. The Ham Lake Chamber of Commerce was there and invited the City and the City of East Bethel to join their Chamber of Commerce. Questions were asked about why the City taxes keep increasing. He said he explained that there are City, County and State taxes and the City taxes aren't increasing.

We can't afford to have commercial businesses leaving the City. Thunberg said we have to do something to do to improve the City on the east side. DeRoche said the ordinances are being worked on so we can do something about the businesses.

Virta said we need high water using business. DeRoche said we need a grocery store, strip mall, etc. Jensen asked if anyone has tried to renegotiate with Ham Lake, has that changed at all. DeRoche said some of the businesses want it. There have been several meetings with Met Council. One of the offers they made was we could maybe be at 50 ERUs for one year and increase for the second year. They are just back loading it all. As far as he is concerned it needs to be dealt with now, not push it off onto someone else.

Thunberg asked if there is anything we can do to get the deputies to do more enforcement on red lights on the Hwy 65. He sees it often on Sims. Jensen you see them running it every morning around 5:45 a.m.

Ayshford said Anoka County has agreed to split the cost for the chloride application on Klondike required from all the traffic from the detours.

**Adjourn**      **Thunberg motioned to adjourn the October 9, 2012 meeting at 8:15 p.m. Jensen seconded; all in favor, motion carries unanimously.**

Respectfully submitted:

Jill Anderson  
Recording Secretary



# City of East Bethel City Council Agenda Information

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**Date:**

November 7, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 8.0 A. 1

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**Agenda Item:**

Building Official's Report

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**Requested Action:**

Information Item

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**Background Information:**

Attached are the Building Department reports for your review:

**Attachment(s):**

Building Official's October 2012 Report

2012 Permit and Fee Report

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**Fiscal Impact:**

Permit fees collected through October 2012 total \$266,436.67. Revenue for fees from this department for 2012 were projected to be \$100,100. The increase in revenue is due primarily to the Aggressive Hydraulics project but also to an increase in home improvement activity and slight increase in new home and commercial construction. New residential construction has increased from 3 permits issued in 2011 to 4 permits for the first 10 months of 2012. New commercial construction has increased from 1 permit in 2011 to 3 permits issued through October 2012.

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**Recommendation(s):**

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**City Council Action**

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

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Vote Yes:\_\_\_\_\_

Vote No:\_\_\_\_\_

**BUILDING DEPARTMENT MONTHLY REPORT**

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

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

**CITY OF EAST BETHEL**  
Permits Issued & Fees Report - Summary

Issued Date From: 10/1/2012 To: 10/31/2012  
Permit Type: All Property Type: All Construction Type: All  
Include YTD: Yes Status: Not Voided

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC	SAC Fees	Total Fees
<b>Permit Type: BUILDING</b>										
<b>COMMERCIAL ADDITION</b>										
Period	0									
YTD	2	0	44,544.00	701.20	454.48	22.27				1,177.95
<b>COMMERCIAL CERTIFICATE OF OCCUPANCY</b>										
Period	0									
YTD	1	0		50.00		5.00				55.00
<b>COMMERCIAL DECK</b>										
Period	0									
YTD	1	0	6,000.00	125.25	81.41	3.00				209.66
<b>COMMERCIAL NEW CONSTRUCTION</b>										
Period	1	0	3,250,000.00	13,822.25	8,983.81	1,250.00		16	84,800.00	153,056.06
YTD	3	0	5,612,510.15	26,366.70	17,136.40	2,395.00		16	84,800.00	174,898.10
<b>COMMERCIAL REMODEL</b>										
Period	1	0	66,000.00	756.75	491.24	33.00				1,280.99
YTD	1	0	66,000.00	756.75	491.24	33.00				1,280.99
<b>COMMERCIAL ROOFING</b>										
Period	2	0	26,000.00	322.00		10.00				332.00
YTD	3	0	162,960.00	1,692.60		15.00				1,707.60
<b>COMMERCIAL SIGN</b>										
Period	0	0								
YTD	6	0	18,891.00	477.95		9.44				487.39
<b>RESIDENTIAL ACCESSORY BUILDING</b>										
Period	1	0	10,119.00	246.25	126.91	10.06				383.22
YTD	11	0	117,527.00	2,397.00	1,069.39	93.76				3,560.15
<b>RESIDENTIAL ADDITION</b>										
Period	1	0	120,000.00	1,106.75	718.74	60.00				1,885.49

Permit Kind	Permit Type	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Fees	Total Fees
	<b>BUILDING</b>	YTD	8	0	234,023.08	2,919.25	1,857.21	117.02		4,893.48
	<b>RESIDENTIAL AIR CONDITIONING</b>	Period	0	0						
		YTD	1	0		50.00	5.00			55.00
	<b>RESIDENTIAL ALTERATION</b>	Period	1	0	20,000.00	321.25	321.25	10.00		331.25
		YTD	4	0	70,714.00	1,111.25	1,109.25	40.36		1,151.61
	<b>RESIDENTIAL BASEMENT FINISH</b>	Period	1	0	2,500.00	84.25	54.11	1.25		139.61
		YTD	5	0	50,500.00	925.25	603.14	25.25		1,553.64
	<b>RESIDENTIAL DECK</b>	Period	1	0		1.00		5.00		156.00
		YTD	34	0		134.00	170.00			5,404.00
	<b>RESIDENTIAL DEMOLITION</b>	Period	0	0						
		YTD	2	0		100.00	10.00			110.00
	<b>RESIDENTIAL GARAGE, ATTACHED</b>	Period	0	0						
		YTD	1	0	21,000.00	336.25	217.91	10.50		564.66
	<b>RESIDENTIAL GARAGE, DETACHED</b>	Period	5	0	109,864.00	1,705.15	1,105.09	54.93		2,865.17
		YTD	9	0	175,764.00	2,812.15	1,822.03	87.88		4,722.06
	<b>RESIDENTIAL GAS LINE INSTALLATION</b>	Period	0	0						
		YTD	1	0		50.00	5.00			55.00
	<b>RESIDENTIAL HVAC</b>	Period	0	0						
		YTD	10	0		501.00	50.00			551.00
	<b>RESIDENTIAL INSPECTION FEES</b>	Period	0	0						
		YTD	2	0		100.50	0.50			100.50

Permit Kind	Permit Type	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees	
<b>Permit Type: BUILDING</b>												
<b>RESIDENTIAL IRRIGATION</b>												
	Period	0	0									
	YTD	1	0		50.00		5.00				55.00	
<b>RESIDENTIAL NEW CONSTRUCTION</b>												
	Period	0	0									
	YTD	4	0	931,900.00	6,958.20	4,520.24	465.95				11,964.39	
<b>RESIDENTIAL POLE BUILDING</b>												
	Period	0	0									
	YTD	5	0	97,344.00	1,599.55	1,036.45	48.67				2,684.67	
<b>RESIDENTIAL POOL, ABOVE GROUND</b>												
	Period	0	0									
	YTD	1	0		51.00		5.00				56.00	
<b>RESIDENTIAL POOL, IN GROUND</b>												
	Period	0	0									
	YTD	1	0		101.00		5.00				106.00	
<b>RESIDENTIAL PORCH OR 3 SEASON</b>												
	Period	0	0									
	YTD	2	0	45,000.00	675.50	437.77	22.50				1,135.77	
<b>RESIDENTIAL REMODEL</b>												
	Period	0	0									
	YTD	8	0	74,900.00	1,374.70	893.33	37.45				2,305.48	
<b>RESIDENTIAL REPAIR</b>												
	Period	0	0									
	YTD	2	0	17,500.00	336.50	217.42	8.75				562.67	
<b>RESIDENTIAL ROOFING</b>												
	Period	15	0		1,515.00		75.00				1,590.00	
	YTD	118	0		11,916.00		590.00				12,551.00	
<b>RESIDENTIAL SIDING</b>												
	Period	2	0		162.00		10.00				172.00	
	YTD	30	0		2,429.00		150.00				2,579.00	
<b>RESIDENTIAL WATER SOFTENER</b>												

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Fees	Total Fees
<b>Permit Type: BUILDING</b>									
Period	1	0		50.00		5.00			55.00
YTD	2	0		100.00		10.00			115.00
<b>RESIDENTIAL WIN/DR REPLA(no opening change)</b>									
Period	4	0		202.00		20.00			222.00
YTD	46	0		2,371.50		230.00			2,601.50
<b>Permit Type: BUILDING - Totals</b>									
Period	36	0	3,604,483.00	20,294.65	11,801.15	1,544.24	16	84,800.00	162,468.79
YTD	325	0	7,747,077.23	69,570.05	31,947.67	4,676.30	16	84,800.00	239,254.27
<b>Permit Type: MECHANICAL</b>									
<b>COMMERCIAL HVAC</b>									
Period	1	0	1,700.00	50.00		5.00			55.00
YTD	2	0	13,200.00	165.00		10.75			175.75
<b>RESIDENTIAL AIR CONDITIONING</b>									
Period	0	0							
YTD	3	0		150.00		15.00			165.00
<b>RESIDENTIAL FIREPLACE/CHIMNEY</b>									
Period	1	0		50.00		5.00			55.00
YTD	2	0		100.00		10.00			110.00
<b>RESIDENTIAL FIREPLACE/ROUGH IN</b>									
Period	0	0							
YTD	1	0		50.00		5.00			55.00
<b>RESIDENTIAL GAS LINE INSTALLATION</b>									
Period	0	0							
YTD	1	0		15.00		5.00			20.00
<b>RESIDENTIAL HVAC</b>									
Period	7	0		351.00		35.00			386.00
YTD	45	0		2,302.00		225.00			2,527.00
<b>RESIDENTIAL NEW CONSTRUCTION</b>									
Period	1	0		50.00		5.00			55.00

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Fees	Total Fees
Permit Type: MECHANICAL									
RESIDENTIAL REMODEL	YTD	3	0	150.00		15.00			165.00
	Period	0	0						
RESIDENTIAL WATER HEATER	YTD	1	0	431.65		14.50			446.15
	Period	0	0						
RESIDENTIAL WATER SOFTENER	YTD	2	0	100.00		10.00			110.00
	Period	1	0	50.00		5.00			55.00
	YTD	1	0	50.00		5.00			55.00
Permit Type: MECHANICAL - Totals									
	Period	11	0	551.00		55.00			606.00
	YTD	61	0	3,513.65		315.25			3,828.90
Permit Type: PLUMBING									
COMMERCIAL NEW CONSTRUCTION	Period	0	0						
	YTD	2	0	2,860.00		143.00			3,003.00
COMMERCIAL REPAIR	Period	0	0						
	YTD	1	0	50.00		0.50			50.50
RESIDENTIAL ADDITION	Period	0	0						
	YTD	1	0	50.00		5.00			55.00
RESIDENTIAL FIREPLACE/ROUGH IN	Period	0	0						
	YTD	1	0	50.00		5.00			55.00
RESIDENTIAL NEW CONSTRUCTION	Period	1	0	70.00		5.00			75.00
	YTD	5	0	385.00		25.00			410.00

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Fees	Total Fees
<b>Permit Type: PLUMBING</b>									
<b>RESIDENTIAL REMODEL</b>									
Period	1	0		50.00		5.00			55.00
YTD	13	0		650.00		65.00			725.00
<b>RESIDENTIAL REPAIR</b>									
Period	0	0							
YTD	1	0		50.00		5.00			55.00
<b>RESIDENTIAL WATER HEATER</b>									
Period	2	0		100.00		10.00			110.00
YTD	8	0		400.00		40.00			440.00
<b>RESIDENTIAL WATER SOFTENER</b>									
Period	1	0		50.00		5.00			55.00
YTD	1	0		50.00		5.00			55.00
<b>Permit Type: PLUMBING - Totals</b>									
Period	5	0		270.00		25.00			295.00
YTD	33	0	286,800.00	4,545.00		293.50			4,848.50
<b>Permit Type: RIGHT OF WAY</b>									
<b>COMMERCIAL RIGHT-OF-WAY</b>									
Period	1	0		300.00					300.00
YTD	9	0		2,700.00					2,700.00
<b>RESIDENTIAL RIGHT-OF-WAY</b>									
Period	8	0		2,400.00					2,400.00
YTD	23	0		6,900.00					6,900.00
<b>Permit Type: RIGHT OF WAY - Totals</b>									
Period	9	0		2,700.00					2,700.00
YTD	32	0		9,600.00					9,600.00
<b>Permit Type: SEPTIC SYSTEM</b>									
<b>RESIDENTIAL NEW CONSTRUCTION</b>									

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
<b>Permit Type: SEPTIC SYSTEM</b>										
	Period	0	0							
	YTD	2	0	400.00						400.00
<b>RESIDENTIAL NEW MOUND SYSTEM</b>										
	Period	0	0							
	YTD	1	0	200.00						200.00
<b>RESIDENTIAL REPAIR</b>										
	Period	1	0	200.00						200.00
	YTD	3	0	300.00		5.00				305.00
<b>RESIDENTIAL SEPTIC ALTERNATIVE</b>										
	Period	0	0							
	YTD	5	0							1,000.00
<b>RESIDENTIAL SEPTIC AT-GRADE</b>										
	Period	0	0							
	YTD	3	0							600.00
<b>RESIDENTIAL SEPTIC BED</b>										
	Period	4	0							800.00
	YTD	16	0							3,200.00
<b>RESIDENTIAL SEPTIC MOUND</b>										
	Period	3	0							600.00
	YTD	6	0							1,200.00
<b>RESIDENTIAL SEPTIC PERMIT</b>										
	Period	0	0							
	YTD	1	0	200.00						200.00
<b>RESIDENTIAL SEPTIC TRENCH</b>										
	Period	0	0							
	YTD	9	0	200.00						1,800.00
<b>Permit Type: SEPTIC SYSTEM - Totals</b>										
	Period	8	0	200.00						1,600.00
	YTD	46	0	1,300.00		5.00				8,905.00

Permit Kind	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
	Period	69	\$3,606,183.00	24,015.65	11,801.15	1,624.24		16	84,800.00	167,669.79
	YTD	497	\$8,076,077.23	88,528.70	31,947.67	5,290.05		16	84,800.00	266,436.67
Report Total										



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

November 7, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 8.0 B.1

\*\*\*\*\*

**Agenda Item:**

Utility Improvement Projects Update

\*\*\*\*\*

**Requested Action:**

For Information Purposes Only

\*\*\*\*\*

**Background Information:**

**Phase 1 Project 1 Utilities:**

As you are aware the main work components left on the utility project include approximately 1,400 lineal feet of watermain and sanitary sewer along Viking Boulevard and the east crossing under Viking Boulevard for the watermain, sanitary sewer, and forcemain.

The County plans to reconstruct Viking Boulevard from Highway 65 to just west of 5<sup>th</sup> Street. The County and MCES have been in negotiations to coordinate the installation of the remaining utilities with the road construction. If an agreement is reached between the County and MCES the sanitary sewer would be placed on granular fill and the proposed pilings would be eliminated from the construction. Also the east crossing of the utilities would be constructed by open cut instead of by jacking.

**Municipal Wells #3 and #4**

Municipal wells #3 and #4 are complete.

**Water Treatment Plant No. 1**

The plant startup and testing is scheduled for November 5. Staff training on the plant operations will also begin the week of November 5.

**Water Tower No. 1**

The water tower construction is complete except for the exterior electrical work. The tower will be filled and chlorinated on November 1. Water samples will be tested to verify that the water meets all potable standards.

\*\*\*\*\*

**Fiscal Impact:**

For Information Purposes Only.

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**Recommendation(s):**

For Information Purposes Only.

\*\*\*\*\*

**City Council Action**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

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Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

November 7, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 8.0 B.2

\*\*\*\*\*

**Agenda Item:**

Resolution 2012-67 for Classic Commercial Park

\*\*\*\*\*

**Requested Action:**

Consider Resolution 2012-67 Granting Vacation of Street, Drainage and Utility Easements on Lot 1, Block 1 and Outlot A, Classic Commercial Park.

\*\*\*\*\*

**Background Information:**

A public hearing was conducted under Agenda Item 4.0 A to receive public comments on the vacation of Street, Drainage and Utility Easements on Lot 1, Block 1 and Outlot A, Classic Commercial Park.

Attached for Council review and approval is Resolution 2012-67, which grants the vacation of the street, drainage and utility easements. As described on the resolution, vacation of the street, drainage and utility easements would be subject to the following:

1. The City Administrator is hereby authorized and directed to execute all such other documents and make such other determinations or actions as are necessary to complete this transaction.

**Attachments:**

1. Resolution 2012-67 Granting Vacation of Street, Drainage and Utility Easements on Lot 1, Block 1 and Outlot A, Classic Commercial Park
2. Preliminary Plat of Classic Commercial Park 2<sup>nd</sup> Addition Showing Easement for Vacation

\*\*\*\*\*

**Fiscal Impact:**

None.

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**Recommendation(s):**

Staff is recommending approval of Resolution 2012-67 Granting Vacation of Street, Drainage and Utility Easements on Lot 1, Block 1 and Outlot A, Classic Commercial Park.

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**City Council Action**

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

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Vote Yes:\_\_\_\_\_

Vote No:\_\_\_\_\_

No Action Required:\_\_\_\_\_

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

**RESOLUTION NO. 2012-67**

**RESOLUTION GRANTING VACATION OF STREET, DRAINAGE AND  
UTILITY EASEMENTS LOCATED ON LOT 1, BLOCK 1 AND OUTLOT A,  
CLASSIC COMMERCIAL PARK**

**BE IT RESOLVED** by the City Council (the “Council”) of the City of East Bethel, Minnesota (the “City”), as follows:

**WHEREAS**, AHI Investments, LLC, and Village Bank (the “Petitioners”) have petitioned the City to vacate existing Street, Drainage and Utility Easements (the “Easements”), which Easements affect the following described real property:

A temporary easement for public road, drainage and utility purposes over that part of Lot 1, Block 1, and that part of Outlot A, all in CLASSIC COMMERCIAL PARK, according to the recorded plat thereof, Anoka County, Minnesota, lying within the circumference of a 70.00 foot radius circle, the center of said circle being the intersection of the center line of Ulysses Street N.E., as dedicated in said plat, with a line parallel with and distant 74.69 feet South of the North line of the Northeast Quarter of the Northwest Quarter of Section 32, Township 33, Range 23, Anoka County, Minnesota.

**WHEREAS**, the Easements were filed with the Office of the Anoka County Recorder on May 1, 2006 and May 19, 2006, as Document Nos. 1984062.004 and 1984612.014; and

**WHEREAS**, the Easements provide the City with access to construct, maintain, repair and replace necessary streets and utilities, and the Easements expire when Ulysses Street Northeast is extended northerly of the north line of CLASSIC COMMERCIAL PARK and removal of all street construction material and debris from the easement area and restoration of the area has been completed; and

**WHEREAS**, CLASSIC COMMERCIAL PARK has since been re-platted by the City to CLASSIC COMMERCIAL PARK 2ND ADDITION, but the Easements have not expired; and

**WHEREAS**, the City, Village Bank and CD Properties North, LLC (the predecessor-in-interest to AHI Investments, LLC) have entered into that certain Temporary Cul De Sac Easement and Agreement, filed with the Office of the Anoka County Recorder on August 31, 2012 as Doc. No. 2038221.002 (the “Cul-De-Sac Easement”), which Cul-De-Sac Easement provides the City with access to maintain a roadway over the following described real property:

A temporary easement for public road, drainage and utility purposes over that part of Lots 1 and 2, Block 1 and Lot 1, Block 2, CLASSIC COMMERCIAL PARK 2ND ADDITION, according to the recorded plat thereof, Anoka County Minnesota, lying within the circumference of a 70.00 foot radius circle, the center of said circle being the intersection of the centerline of Ulysses Street NE, as dedicated in the plat of CLASSIC COMMERCIAL PARK, with a line parallel with and distant 314.18 feet south of the north line of the Northeast Quarter of the Northwest Quarter of Section 32, Township 33, Range 23, Anoka County, Minnesota

**WHEREAS**, AHI Investments, LLC has purchased Lot 1, Block 2, CLASSIC COMMERCIAL PARK 2ND ADDITION, Anoka County, Minnesota (the “Development Property”), from CD Properties North, LLC; and

**WHEREAS**, the Petitioners have informed the City that the location of the Easements directly impacts the building plans for a manufacturing facility planned for the Development Property; and

**WHEREAS**, this Council finds the request to vacate the Easements does not have a detrimental effect upon the health, safety, morals and general welfare of the City; and

**WHEREAS**, this Council finds the request is in the best interests of the City to promote development of the subject property in the municipal services area, and further finds that the Cul-De-Sac Easement provides the City with the required access and authority to provide and maintain necessary street and utility services to the area, such that the Easements are no longer needed; and

**WHEREAS**, the necessary public hearing, as required by Minnesota Statutes, Section 412.851, has been held on this day (November 7, 2012), and all written and oral comments were considered by this Council.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of East Bethel grants the vacation of the Easements described above subject to the following:

1. The City Administrator is hereby authorized and directed to execute all such other documents and make such other determinations or actions as are necessary to complete this transaction.

Adopted this 7<sup>th</sup> day of November, 2012 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

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Richard Lawrence, Mayor

ATTEST:

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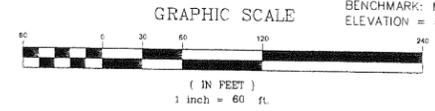
Jack Davis, City Administrator

# PRELIMINARY PLAT -of- CLASSIC COMMERCIAL PARK 2ND ADDITION

**DEVELOPER:**  
CLASSIC CONSTRUCTION  
18542 ULYSSES ST. NE  
EAST BETHEL, MN 55011  
(763) 434-8870

**PROPERTY OWNERS:**  
CD PROPERTIES NORTH, LLC (OUTLOT A)  
and  
VILLAGE BANK (LOT 1, BLOCK 1)

**BENCHMARK**  
BENCHMARK: MNDOT BENCH  
ELEVATION = 899.145 (NAVO 88)



## EXISTING PROPERTY DESCRIPTION:

Lot 1, Block 1 and Outlot A, CLASSIC COMMERCIAL PARK, Anoka County, Minnesota.

## DRAINAGE AND UTILITY EASEMENT DESCRIPTION:

A portion of the drainage and utility easement as dedicated on the plat of CLASSIC COMMERCIAL PARK, Anoka County, Minnesota. Said easement described as being the north 293.92 feet of the east 234.83 feet of Outlot A, CLASSIC COMMERCIAL PARK, except the north and east 10 feet thereof.

and

A portion of the drainage and utility easement as dedicated on the plat of CLASSIC COMMERCIAL PARK, Anoka County, Minnesota. Said easement being that part of Lot 1, Block 1, CLASSIC COMMERCIAL PARK, described as beginning at the northwest corner of said Lot 1; thence South 04 degrees 26 minutes 30 seconds East, along the west line of said Lot 1, a distance of 35.18 feet; thence South 89 degrees 21 minutes 55 seconds East a distance of 167.63 feet; thence South 76 degrees 57 minutes 28 seconds East a distance of 148.82 feet; thence North 04 degrees 26 minutes 30 seconds West a distance of 67.28 feet to the north line of said Lot 1; thence North 89 degrees 21 minutes 55 seconds West along said north line a distance of 310.13 feet to the point of beginning. Except the north and west 10 feet thereof.

## PROPOSED POND ACCESS EASEMENTS:

A perpetual easement for ingress/egress purposes over and across the south 10 feet of the north 106 feet of Outlot A and over and across the north 14.5 feet of the south 39.5 feet of Lot 1, Block 2, all in CLASSIC COMMERCIAL PARK 2ND ADDITION, Anoka County, Minnesota.

## LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES ANOKA COUNTY CAST IRON MONUMENT
- DENOTES CATCH BASIN
- DENOTES SANITARY SEWER MANHOLE
- DENOTES HYDRANT
- DENOTES GATE VALVE
- DENOTES SIGN
- DENOTES EXISTING CONTOURS
- DENOTES BUILDING SETBACK LINE
- DENOTES EXISTING SANITARY FORCEMAIN
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING RETAINING WALL
- DENOTES CONCRETE SURFACE
- DENOTES BITUMINOUS SURFACE
- DENOTES RIGHT-OF-ACCESS DEDICATED TO STATE OF MINNESOTA
- (XXXXX C.C.P.) DENOTES MEASUREMENT FROM THE PLAT OF CLASSIC COMMERCIAL PARK
- DENOTES EASEMENT TO BE VACATED
- DENOTES PROPOSED POND ACCESS EASEMENT
- DENOTES ADJOINING PARCEL OWNER AND PARCEL ID NUMBER

## NOTES:

- Field survey was completed by E.G. Rud and Sons, Inc. in December 2011 and March 2012.
- Bearings shown are on Anoka County datum.
- Proposed building and improvements on Lot 1, Block 2 per site plan prepared by Lampert Architects.
- Existing Building and improvements shown on Lot 1, Block 1 per field survey work and original site plan.
- Paving and utilities shown per field location and proposed utility plans by Plowe Engineering.
- Parcel ID Numbers: 32-33-23-21-0008 (Lot 1, Block 1) and 32-33-23-21-0009 (Outlot A)
- Existing legal description and easements shown per title commitment issued by Registered Abstactors, dated March 27, 2012. Commitment No. T12-04016.

## ZONING INFORMATION

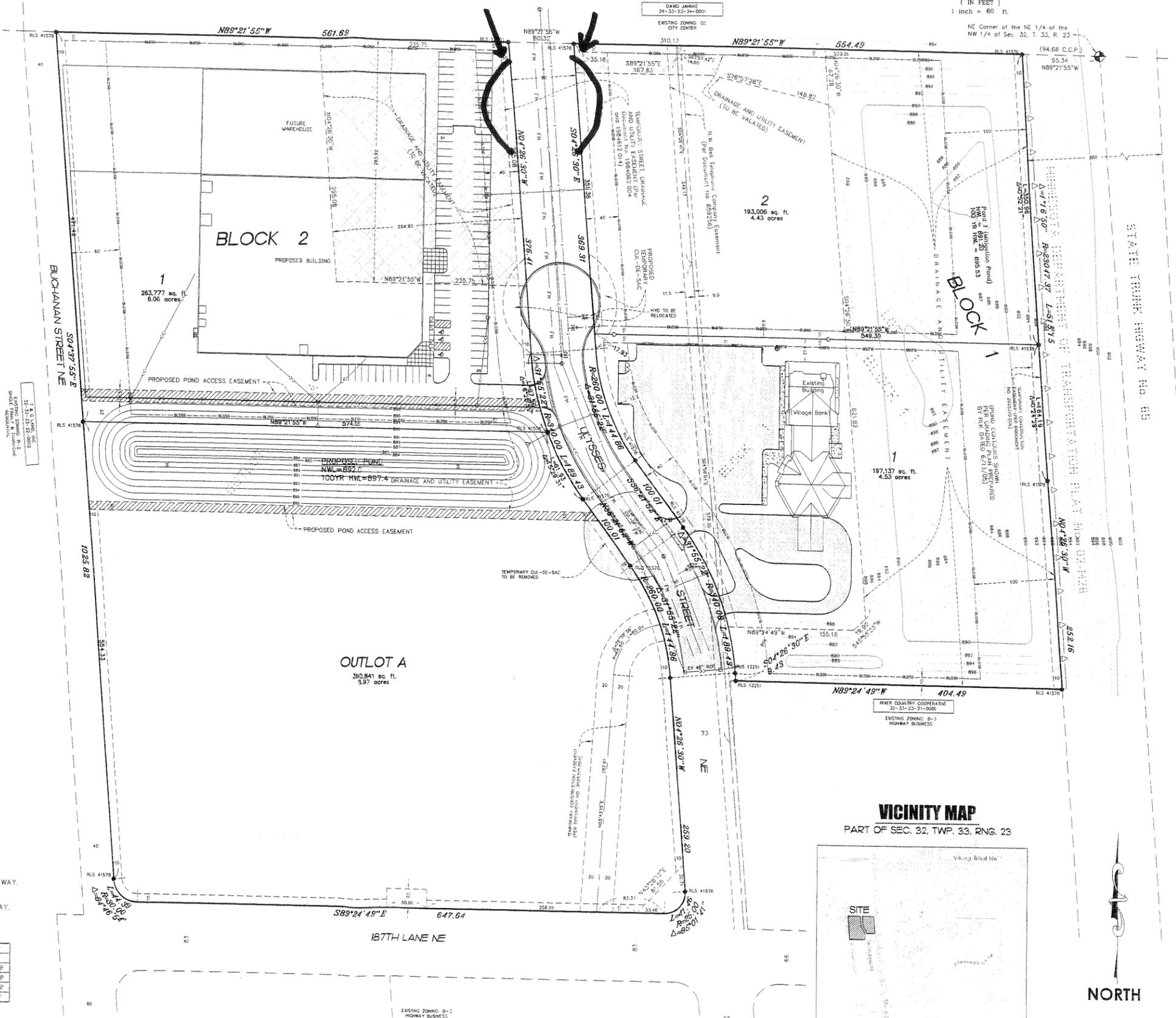
EXISTING ZONING = HIGHWAY COMMERCIAL (B-3) DISTRICT

LOT STANDARDS:  
-23,000sf MINIMUM LOT SIZE.  
-100 FOOT MINIMUM LOT WIDTH.

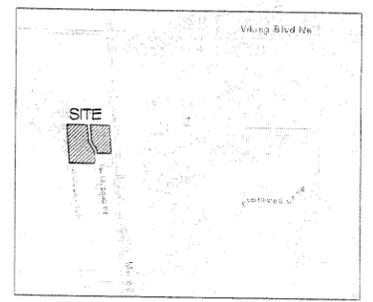
BUILDING SETBACKS:  
-40 FEET FRONT - ADJOINING CITY RIGHT OF WAY.  
-100 FEET FRONT - ADJOINING STATE/COUNTY RIGHT OF WAY.  
-10 FEET SIDE - INTERIOR.  
-40 FEET SIDE - ADJOINING CITY RIGHT OF WAY.  
-100 FEET SIDE - ADJOINING STATE/COUNTY RIGHT OF WAY.  
-25 FEET REAR  
-60 FEET REAR - ABUTTING RESIDENTIAL DISTRICT

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

*JASON E. RUD*  
Date: 5/18/2012 License No. 41578



## VICINITY MAP



NO.	DATE	DESCRIPTION	BY
1	5/3/12	CITY COMMENTS	BAE
2	5/14/12	CITY COMMENTS	BAE
3	5/18/12	REVISE PROPOSED CUL-DE-SAC	BAE

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



# City of East Bethel City Council Agenda Information

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**Date:**

November 7, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 8.0 D.1

\*\*\*\*\*

**Agenda Item:**

2013 Budget

\*\*\*\*\*

**Requested Action:**

Continue the Review of the 2013 Preliminary Budget and Levy

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**Background Information:**

Council approved a preliminary budget and levy on September 5, 2012 and submitted this to the Anoka County Auditor. The preliminary levy was used to provide property taxpayers with parcel specific notices in November for pay 2013 taxes. The final 2013 Budget and levy will then be adopted by City Council in December. The final levy adopted in December 2012 cannot be increased from the preliminary levy, but can be reduced.

At the October 17, 2012 City Council meeting, a list of potential reductions to the proposed budget was reviewed. City Council directed that the proposed budget be reduced by the items on the list, less the \$21,000 for the delay in hiring of a Public Works employee in 2013. The reductions are listed in Attachment #1 along with the resulting revenue and expenditure summary. All attachments proposing different alternatives include these reductions in expenditures.

In addition to these reductions, provision of services for other municipalities could produce other potential sources of non-tax revenues, such as building inspection services to Oak Grove. Attachment #2 – Alternative #1 is a revenue summary that includes \$60,000 of additional revenue for building inspection services. This would produce a levy reduction of 0.97%.

Attachment #3 –Alternative #2 is a revenue & expenditure summary that reflects delaying the hiring of a Building Inspector until April 2013, if an agreement for building inspection services with Oak Grove is not entered into for 2013. This would reduce expenditures \$18,550 and produce a levy reduction of 0.05%

The proposed reductions listed in the attachment do not address the projected \$91,000 bond payment deficit for 2013. The following are the more common means by which this item or other MCES obligations could be considered:

- 1.) Utilize the projected 2012 budget savings (amount staff projects the budget will be under the approved 2012 budget) of approximately \$125,000 to cover this cost;
- 2.) Use of 2011 Sheriff's Department escrow, 2013 budget contingencies and any necessary amounts from the 2012 budget savings to pay for the deficit;

- 3.) Utilize the potential revenue of approximately \$60,000 that could be derived from contractual services with other units of government and a combination of general fund monies, escrow carry-overs, 2013 budget contingencies or further reductions in 2013 budget to accommodate the balance; and/or
- 4.) Divert the required amount of funds from the City's transfer payments, either total or partial, from the Streets, Parks and/or Trails Capital fund or the City's HRA monies for this expense.

Unless otherwise directed, this debt is proposed be paid from the General Fund which has an adequate reserve to pay the projected \$91,000 deficit (\$91,000 is the difference between the 2012 project cash balance carry-over of \$241,812 and the projected 2013 SAC, WAC and assessment fees of \$375,200 that will be collected from the Municipal Utilities Project subtracted from the bond payments for 2013 of \$708,388).

The Fund Balance information for the General Fund is as follows:

December 31, 2011 Fund Balance	\$2,254,404
Estimated 2012 Revenues over Budget:	\$15,000
Estimated 2012 Expenditures under Budget:	<u>\$125,000</u>
Estimated December 31, 2012 Fund Balance	<u>\$2,394,404</u>

Projected December 31, 2012 fund balance of \$2,394,404 is 49.8% of the preliminary 2013 General Fund Expenditures of \$4,811,223. If this projected fund balance is reduced by \$91,000 for bond payments, the projected December 31, 2012 fund balance of \$2,303,404 is 47.9% of proposed 2013 General Fund expenditures. The State Auditor recommends a fund balance between 35-50% of the following years' budgeted expenditures.

**Attachment(s):**

1. List of 2013 Budget Reductions, General Fund Revenue & Expenditure Summary reflecting reductions
2. General Fund Revenue Summary – Alternative #1 Reflects \$60,000 from Oak Grove for Building Inspection Services
3. General Fund Revenue & Expense Summary – Alternative #2 Reflects delay in hiring a Building Inspector until April 1, 2013
4. 2010 Bond Cash Flow Projections

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**Fiscal Impact:**

As noted

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**Recommendation(s):**

Staff is requesting Council direction for any or other proposed 2013 Budget adjustments.

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**City Council Action**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

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Vote Yes:\_\_\_\_\_

Vote No:\_\_\_\_\_

No Action Required:\_\_\_\_\_

## 2013 Budget Reductions

City Council directed that the following items within the preliminary budget be removed or reduced in consideration of the final 2013 budget:

Central Services and Supplies, Item 101-48150-421, laser fiche scanner	\$1,200
Trails Capital Fund, Proposed Annual Transfer from the General Fund	\$5,000
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
Risk Management, 101-48140-307, Professional Service Fees**	\$1,500
Engineering, 101-43110-302, Engineering Fees	\$2,000
Park Maintenance, 101-43201-103, Part Time Employee	\$6,290
Parks Capital Fund, Proposed Transfer from the General Fund	<u>\$25,000</u>
Total	\$47,090

\*\* Reduction due to insurance RFP as approved by Council on September 19, 2012.

The following General Fund Revenue and Expenditure Summaries reflect the cuts listed above.

**GENERAL FUND REVENUE SUMMARY**

	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2013</b>
	<b>Actual</b>	<b>Actual</b>	<b>Final</b>	<b>Proposed</b>	<b>vs.</b>
			<b>Budget</b>	<b>Budget</b>	<b>2012</b>
<b>FUND 101 GENERAL FUND</b>					
R 101-31010 Current Ad Valorem Taxes-LL	\$4,583,900	\$4,428,762	\$4,191,470	\$4,183,317	
R 101-31810 Franchise Taxes	\$35,945	\$37,875	\$35,000	\$37,000	
R 101-32110 Alcoholic Beverages	\$25,588	\$29,795	\$25,000	\$29,000	
R 101-32120 Garbage Hauler's License	\$1,800	\$1,800	\$1,800	\$1,200	
R 101-32130 Contractor's License	\$25	\$20	\$50	\$50	
R 101-32130 Tobacco Sales Licenses	\$2,850	\$3,300	\$3,000	\$3,000	
R 101-32180 Other Permits/Licenses	\$5,995	\$4,188	\$5,000	\$4,000	
R 101-32210 Building Permits	\$53,353	\$57,487	\$70,000	\$60,000	
R 101-32212 Septic System Install	\$7,760	\$6,800	\$6,000	\$6,500	
R 101-32230 Plumbing Connection Permits	\$1,515	\$1,175	\$1,500	\$1,200	
R 101-32255 ROW Permits	\$7,500	\$4,800	\$5,000	\$5,000	
R 101-33000 Misc Intergovernmental	\$0	\$15,260	\$4,000	\$4,000	
R 101-33404 PERA Aid	\$2,123	\$2,123	\$2,123	\$2,123	
R 101-33418 Muni State Aid St Maintenance	\$167,531	\$182,423	\$182,422	\$175,000	
R 101-33420 State Aid-Fire Relief	\$40,985	\$39,383	\$40,103	\$39,383	
R 101-34103 Zoning and Subdivision	\$2,760	\$4,396	\$4,000	\$4,000	
R 101-34104 Bldg Plan Reviews	\$14,429	\$17,263	\$15,000	\$15,000	
R 101-34105 Sale of Maps and Publications	\$127	\$144	\$150	\$150	
R 101-34107 Assessment Search Fees	\$160	\$80	\$60	\$60	
R 101-34109 Other General Gov't Charges	\$51,351	\$37,548	\$93,000	\$93,000	
R 101-34110 Election Filing Fees	\$35	\$0	\$20	\$0	
R 101-34111 Contractor License	\$15	\$20	\$100	\$50	
R 101-34112 Septic Pumping Tracking	\$1,370	\$3,185	\$2,500	\$2,500	
R 101-34202 Fire Protection Services	\$6,285	\$3,600	\$4,000	\$3,000	
R 101-34940 Cemetery Revenues	\$11,600	\$8,775	\$3,000	\$5,000	
R 101-35100 Court Fines	\$56,369	\$49,292	\$58,000	\$50,000	
R 101-35105 Tobacco Violation Fines	\$350	\$0	\$100	\$100	
R 101-35106 Liquor Violation Fines	\$1,800	\$500	\$0	\$500	
R 101-36210 Interest Earnings	\$3,985	\$1,715	\$5,000	\$2,000	
R 101-36220 Other Rents and Royalties	\$9,230	\$6,033	\$7,500	\$6,000	
R 101-36240 Refunds and Reimbursements	\$33,729	\$34,674	\$31,000	\$32,000	
<b>TOTAL GENERAL FUND</b>	<b>\$5,130,465</b>	<b>\$4,982,416</b>	<b>\$4,795,898</b>	<b>\$4,764,133</b>	<b>-0.66%</b>
<b>TAX SUMMARY</b>					
R 101-31010 Taxes, General Fund	\$4,532,030	\$4,681,345	\$4,191,470	\$4,183,317	
R 101-31010 Taxes, 2005 Public Safety Bonds	\$144,457	\$144,756	\$147,328	\$149,638	
R 101-31010 Taxes, 2008 Sewer Revenue Bonds		\$109,500	\$158,000	\$180,000	
<b>Total Proposed Levy</b>	<b>\$4,676,487</b>	<b>\$4,935,601</b>	<b>\$4,496,798</b>	<b>\$4,512,955</b>	<b>0.36%</b>
City HRA Levy	\$0	\$126,058	\$0	\$0	
County HRA Levy	\$135,566	\$187,920	\$0	\$0	
City EDA Levy	\$0	\$0	\$163,428	\$144,670	
<b>Total Levies, City &amp; Special Levies</b>	<b>\$4,812,053</b>	<b>\$5,249,579</b>	<b>\$4,660,226</b>	<b>\$4,657,625</b>	<b>-0.06%</b>

**GENERAL FUND EXPENDITURE  
SUMMARY**

	<b>2010 Actual</b>	<b>2011 Actual</b>	<b>2012 Budget</b>	<b>2013 Proposed Budget</b>	<b>2013 vs. 2012</b>
Dept 41110 Mayor/City Council	\$68,814	\$76,911	\$85,604	\$87,059	2%
Dept 41320 City Administration	\$193,124	\$242,927	\$208,093	\$210,061	1%
Dept 41410 Elections	\$9,556	\$0	\$11,191	\$2,170	-81%
Dept 41430 City Clerk	\$84,124	\$102,205	\$106,594	\$103,331	-3%
Dept 41520 Finance	\$217,771	\$224,841	\$223,206	\$226,086	1%
Dept 41550 Assessing	\$45,395	\$45,456	\$50,000	\$51,700	3%
Dept 41610 Legal	\$142,632	\$154,469	\$152,500	\$150,500	-1%
Dept 41810 Human Resources	\$110,666	\$26,166	\$2,975	\$2,975	0%
Dept 41910 Planning and Zoning	\$197,451	\$201,518	\$209,242	\$208,391	0%
Dept 41940 General Govt Buildings/Plant	\$32,706	\$34,063	\$46,260	\$44,750	-3%
Dept 42110 Police	\$1,014,037	\$1,036,087	\$959,272	\$961,144	0%
Dept 42210 Fire Department	\$537,042	\$513,332	\$539,591	\$537,783	0%
Dept 42410 Building Inspection	\$252,267	\$232,508	\$188,832	\$186,940	-1%
Dept 43110 Engineering	\$41,536	\$35,406	\$48,000	\$46,000	-4%
Dept 43201 Park Maintenance	\$314,541	\$372,692	\$403,780	\$397,567	-2%
Dept 43220 Street Maintenance	\$750,946	\$679,882	\$732,587	\$755,971	3%
Dept 45311 Civic Events	\$4,791	\$4,737	\$2,500	\$2,500	0%
Dept 48140 Risk Management	\$91,090	\$97,629	\$102,119	\$99,800	-2%
Dept 48150 Central Services/Supplies	\$81,612	\$79,330	\$96,807	\$99,405	3%
Dept 49360 Transfers Out	\$787,573	\$552,604	\$626,745	\$590,000	-6%
<b>TOTAL GENERAL FUND</b>	<b>\$4,977,674</b>	<b>\$4,712,763</b>	<b>\$4,795,898</b>	<b>\$4,764,133</b>	<b>-0.66%</b>

**2013 Revenue Summary - Alternative #1**  
**Reflects \$60,000 Building Inspection Services from Oak Grove**

**GENERAL FUND REVENUE SUMMARY**

	<b>2010 Actual</b>	<b>2011 Actual</b>	<b>2012 Final Budget</b>	<b>2013 Proposed Budget</b>	<b>2013 vs. 2012</b>
R 101-31010 Current Ad Valorem Taxes-LL	\$4,583,900	\$4,428,762	\$4,191,470	\$4,123,317	
R 101-31810 Franchise Taxes	\$35,945	\$37,875	\$35,000	\$37,000	
R 101-32110 Alcoholic Beverages	\$25,588	\$29,795	\$25,000	\$29,000	
R 101-32120 Garbage Hauler's License	\$1,800	\$1,800	\$1,800	\$1,200	
R 101-32130 Contractor's License	\$25	\$20	\$50	\$50	
R 101-32130 Tobacco Sales Licenses	\$2,850	\$3,300	\$3,000	\$3,000	
R 101-32180 Other Permits/Licenses	\$5,995	\$4,188	\$5,000	\$4,000	
R 101-32210 Building Permits	\$53,353	\$57,487	\$70,000	\$60,000	
R 101-32212 Septic System Install	\$7,760	\$6,800	\$6,000	\$6,500	
R 101-32230 Plumbing Connection Permits	\$1,515	\$1,175	\$1,500	\$1,200	
R 101-32255 ROW Permits	\$7,500	\$4,800	\$5,000	\$5,000	
R 101-33000 Misc Intergovernmental	\$0	\$15,260	\$4,000	\$4,000	
R 101-33404 PERA Aid	\$2,123	\$2,123	\$2,123	\$2,123	
R 101-33418 Muni State Aid St Maintenance	\$167,531	\$182,423	\$182,422	\$175,000	
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R 101-34107 Assessment Search Fees	\$160	\$80	\$60	\$60	
R 101-34109 Other General Gov't Charges	\$51,351	\$37,548	\$93,000	\$153,000	
R 101-34110 Election Filing Fees	\$35	\$0	\$20	\$0	
R 101-34111 Contractor License	\$15	\$20	\$100	\$50	
R 101-34112 Septic Pumping Tracking	\$1,370	\$3,185	\$2,500	\$2,500	
R 101-34202 Fire Protection Services	\$6,285	\$3,600	\$4,000	\$3,000	
R 101-34940 Cemetery Revenues	\$11,600	\$8,775	\$3,000	\$5,000	
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<b>TOTAL GENERAL FUND</b>	<b>\$5,130,465</b>	<b>\$4,982,416</b>	<b>\$4,795,898</b>	<b>\$4,764,133</b>	<b>-0.66%</b>
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R 101-31010 Taxes, 2008 Sewer Revenue Bonds	\$0	\$109,500	\$158,000	\$180,000	
<b>Total Proposed Levy</b>	<b>\$4,676,487</b>	<b>\$4,935,601</b>	<b>\$4,496,798</b>	<b>\$4,452,955</b>	<b>-0.97%</b>
City HRA Levy	\$0	\$126,058	\$0	\$0	
County HRA Levy	\$135,566	\$187,920	\$0	\$0	
City EDA Levy	\$0	\$0	\$163,428	\$144,670	
<b>Total Levies, City &amp; Special Levies</b>	<b>\$4,812,053</b>	<b>\$5,249,579</b>	<b>\$4,660,226</b>	<b>\$4,597,625</b>	<b>-1.34%</b>

**2013 Revenue & Expenditure Summary - Alternative #2**  
**Reflects Hiring a Building Inspector April 1, 2013**

**GENERAL FUND REVENUE SUMMARY**

	<b>2010 Actual</b>	<b>2011 Actual</b>	<b>2012 Final Budget</b>	<b>2013 Proposed Budget</b>	<b>2013 vs. 2012</b>
R 101-31010 Current Ad Valorem Taxes	\$4,583,900	\$4,428,762	\$4,191,470	\$4,164,767	
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R 101-32130 Contractor's License	\$25	\$20	\$50	\$50	
R 101-32130 Tobacco Sales Licenses	\$2,850	\$3,300	\$3,000	\$3,000	
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R 101-36240 Refunds and Reimbursements	\$33,729	\$34,674	\$31,000	\$32,000	
<b>TOTAL GENERAL FUND</b>	<b>\$5,130,465</b>	<b>\$4,982,416</b>	<b>\$4,795,898</b>	<b>\$4,745,583</b>	<b>-1.05%</b>

**TAX SUMMARY**

R 101-31010 Taxes, General Fund	\$4,532,030	\$4,681,345	\$4,191,470	\$4,164,767	
R 101-31010 Taxes, 2005 Public Safety Bond:	\$144,457	\$144,756	\$147,328	\$149,638	
R 101-31010 Taxes, 2008 Sewer Revenue Bonds		\$109,500	\$158,000	\$180,000	
<b>Total Proposed Levy</b>	<b>\$4,676,487</b>	<b>\$4,935,601</b>	<b>\$4,496,798</b>	<b>\$4,494,405</b>	<b>-0.05%</b>
City HRA Levy	\$0	\$126,058	\$0	\$0	
County HRA Levy	\$135,566	\$187,920	\$0	\$0	
City EDA Levy	\$0	\$0	\$163,428	\$144,670	
<b>Total Levies, City &amp; Special Levies</b>	<b>\$4,812,053</b>	<b>\$5,249,579</b>	<b>\$4,660,226</b>	<b>\$4,639,075</b>	<b>-0.45%</b>

**GENERAL FUND EXPENDITURE SUMMARY**

	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2013</b>
	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Proposed</b>	<b>vs.</b>
				<b>Budget</b>	<b>2012</b>
Dept 41110 Mayor/City Council	\$68,814	\$76,911	\$85,604	\$87,059	2%
Dept 41320 City Administration	\$193,124	\$242,927	\$208,093	\$210,061	1%
Dept 41410 Elections	\$9,556	\$0	\$11,191	\$2,170	-81%
Dept 41430 City Clerk	\$84,124	\$102,205	\$106,594	\$103,331	-3%
Dept 41520 Finance	\$217,771	\$224,841	\$223,206	\$226,086	1%
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Dept 41610 Legal	\$142,632	\$154,469	\$152,500	\$150,500	-1%
Dept 41810 Human Resources	\$110,666	\$26,166	\$2,975	\$2,975	0%
Dept 41910 Planning and Zoning	\$197,451	\$201,518	\$209,242	\$208,391	0%
Dept 41940 General Govt Buildings/Plant	\$32,706	\$34,063	\$46,260	\$44,750	-3%
Dept 42110 Police	\$1,014,037	\$1,036,087	\$959,272	\$961,144	0%
Dept 42210 Fire Department	\$537,042	\$513,332	\$539,591	\$537,783	0%
Dept 42410 Building Inspection	\$252,267	\$232,508	\$188,832	\$168,390	-11%
Dept 43110 Engineering	\$41,536	\$35,406	\$48,000	\$46,000	-4%
Dept 43201 Park Maintenance	\$314,541	\$372,692	\$403,780	\$397,567	-2%
Dept 43220 Street Maintenance	\$750,946	\$679,882	\$732,587	\$755,971	3%
Dept 45311 Civic Events	\$4,791	\$4,737	\$2,500	\$2,500	0%
Dept 48140 Risk Management	\$91,090	\$97,629	\$102,119	\$99,800	-2%
Dept 48150 Central Services/Supplies	\$81,612	\$79,330	\$96,807	\$99,405	3%
Dept 49360 Transfers Out	\$787,573	\$552,604	\$626,745	\$590,000	-6%
<b>TOTAL GENERAL FUND</b>	<b>\$4,977,674</b>	<b>\$4,712,763</b>	<b>\$4,795,898</b>	<b>\$4,745,583</b>	<b>-1.05%</b>

**City of East Bethel**  
**Water Sewer Bond Cash Flows**  
**Updated**

	<b>Sources</b>	<b>Uses</b>	<b>Balance</b>
2013			
Beginning Cash Balances			\$241,812
Debt Payments		\$1,185,368	-\$943,556
Federal Tax Credits	\$476,980		-\$466,576
67 Connection Fees (\$5,600/ERU)	\$375,200		-\$91,376
Ending Cash Balances			-\$91,376
2014			
Beginning Cash Balances			-\$91,376
Debt Payments		\$1,185,368	-\$1,276,744
Federal Tax Credits	\$476,980		-\$799,764
Special Assessment Income	\$72,300		-\$727,464
Ending Cash Balances			-\$727,464
2015			
Beginning Cash Balances			-\$727,464
Debt Payments		\$1,185,368	-\$1,912,832
Federal Tax Credits	\$476,980		-\$1,435,852
200 Connection Fees (\$5,600/ERU)	\$1,120,000		-\$315,852
Special Assessment Income	\$72,300		-\$243,552
Ending Cash Balances			-\$243,552
2016			
Beginning Cash Balances			-\$243,552
Debt Payments		\$1,957,853	-\$2,201,405
Federal Tax Credits	\$476,491		-\$1,724,913
200 Connection Fees (\$5,600/ERU)	\$1,120,000		-\$604,913
Special Assessment Income	\$72,300		-\$532,613
Ending Cash Balances			-\$532,613

**Assumptions:**

Debt payments only - does not consider operations  
 Required Connections in 2013 plus Aggressive Hydraulics  
 No Connection in 2014



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

November 7, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 8.0 E.1

\*\*\*\*\*

**Agenda Item:**

Electronic Reader Board

\*\*\*\*\*

**Requested Action:**

Consider approving bids for an electronic reader board to be located at Viking Boulevard and Hwy 65

\*\*\*\*\*

**Background Information:**

At the June 6, 2012 City Council meeting, direction was given to staff to seek proposals for replacing the storm damaged City Billboard located at the intersection of Viking Boulevard and Hwy. 65. This item was presented to City Council on July 18, 2012 for consideration. At that time the request to bid this project was tabled until the 2013 City Budget discussions had been concluded. At the September 19, 2012 City Council meeting, direction was given to staff to advertise for sealed bids using the following approved bidding requirements:

- 1) The Contractor is responsible for the dismantling and proper disposal of the existing sign as well as all site clean-up. The existing footings, support poles and electric service will remain and be used for the new structure.
- 2) The sign will be a double faced aluminum cabinet finished with a heavy textured finish in tan (or other color as selected) with the final outside dimension of 16' W x 10' H. Each side of the sign panel will have individual translucent green acrylic plastic letters with white trim cap reading "City of East Bethel" and will be internally illuminated with white LED lighting. Final design to be approved by the City.
- 3) Poles to be covered with .080" aluminum covers finished in the same heavy textured tan finish utilized on the upper cabinet.
- 4) Message center to be Daktronic AF 3500 Series Monochromatic 34mm, 32 x 96 matrix or approved equal. LED color to be amber.
- 5) The sign must utilize programming software compatible with Microsoft products.
- 6) The bid will include all electrical connections.
- 7) The sign must be able to be remotely programmed from East Bethel City Hall using radio equipment or cellular transmission (approximately 3.7 miles).
- 8) An architectural rendering of the completed sign must be furnished as part of the bid. At a minimum the rendering must address exterior finishes of the support posts, decorative framing details of the main sign board or other finish details.
- 9) Other than the City name or logo, there is to be no other permanent signage on the board.

The overall sign dimensions would be 10'H by 16'W and placed on the existing poles and footings on site. The lower portion of the sign would contain the 5'6"H by 15'W electronic reader board and the upper portion would be reserved for the "City of East Bethel" nameplate. The base bid would include individual LED backlit green letters. The reader board would have the ability to display numerous types of fonts, letter sizes, and animations. The minimum legible letter size the sign has the ability to display would be four lines (16-19 letters per line) of 12" letters. The sign could display images, animations, and text in many different shades of amber. At a minimum the support poles would be wrapped in aluminum to match the upper portion of the sign and the existing footings and electrical service would remain. Staff could program the sign either by cellular or radio transmission and would have the ability to provide updates in real time.

As in all bids, contractors would be required to furnish all required insurances, license certificates, workman's compensation coverage and bonding if applicable.

Alternate bid items included:

- 1) A full-color electronic reader board with the ability to display full color images, animations, and text.  
(Daktronic AF 3550 Series Full Color 34 mm 40 x 128 matrix or approved equal)
- 2) Stone veneer columns or other accepted finishes in lieu of aluminum for support pole wrapping and aesthetic frame details for the sign board.

Bids were received from two companies and opened on October 16, 2012.

Arrow Signs of East Bethel has provided references of previous work that includes the Maple Grove Community Center and Blaine Tire and Auto.

DeMars Signs of Coon Rapids has provided references of previous work that includes the City of Andover community billboards and the Anoka County Park Department electronic billboards.

### **BID RESULTS**

<b>Company</b>	<b>Base Bid</b>	<b>Alternate #1 Color Display</b>	<b>Alternate #2 Upgraded Finishes</b>	<b>Alternate #1 &amp; #2</b>
Arrow Sign (Daktronics 34 mm display)	\$70,455	\$77,355	\$74,930	\$81,830
DeMars Signs (Daktronics 34 mm display)	\$60,377	\$67,917	\$66,683	\$74,223
DeMars Signs (Watchfire 35 mm display)	\$52,877	\$62,577	\$59,183	\$68,883
DeMars Signs (Watchfire 25 mm display)	-	\$67,631	-	\$73,937

Staff will provide samples of the material used for wrapping the posts under Alternate #2 at the November 7th City Council meeting.

Approximately 8-10 weeks will be required for installation. The project could be completed by early 2013. All of the LED message boards will have a 5 year warranty. Control of the sign would take place at City Hall and be transmitted via a cellular modem or broadband modem to the sign and would require a monthly fee for the cellular service. The monthly fee estimates range from \$30.00-\$70.00 depending on the service provider.

**Attachment(s):**

- 1) Architectural rendering from Arrow Sign - base bid
- 2) Architectural rendering from Arrow Sign – alternate #2
- 3) Architectural rendering from DeMars Sign – base bid
- 4) Architectural rendering from DeMars Sign – alternate #2
- 5) Examples of signs and sign resolutions

\*\*\*\*\*

**Fiscal Impact:**

There is currently \$50,000 in the 2012 EDA budget and a preliminary 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.

\*\*\*\*\*

**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. Staff recommends the selection of both alternate bids from DeMars for \$73,937.00. The selection of this bid would provide full color and higher resolution signs that would be easier to read and more engaging sign for viewers. The higher resolution signs will also provide more opportunities for showing media in different formats as future needs require.

\*\*\*\*\*

**City Council Action**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_

16"  
18"

16'-0"

14'-11"

CITY OF  
EAST BETHEL

HAVE A SAFE  
AND HAPPY  
FORTH OF JULY

10'  
5'-4"

10'

24"

.080 ALUMINUM POLE COVERS  
WITH TEXTURED FINISH  
(COLOR TO BE DETERMINED)

EXISTING SIGN CABINET, FACES, AND CATWALK STRUCTURE TO BE REMOVED AND DISPOSED OF. EXISTING POLES TO BE RE-USED TO SUPPORT NEW SIGN.

SADDLE MOUNT ALUMINUM SIGN CABINET WITH .125" ALUMINUM FACES. CABINET DIMENSIONS: 16'-0" (192") W X 10'-0" (120") H X 24" DEPTH OVERALL. SURFACE OF SIGN TO BE FINISHED IN "STUCCO" STYLE HEAVY TEXTURED PAINT.

"CITY OF EAST BETHEL" TO BE ALUMINUM CHANNEL LETTERS WITH WHITE #2447 ACRYLIC FACES AND WITH 3M TRANSLUCENT GREEN (#3630-26) VINYL OVERLAYS (LEAVE 1/2" WHITE BORDER AROUND LETTERS)

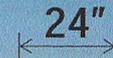
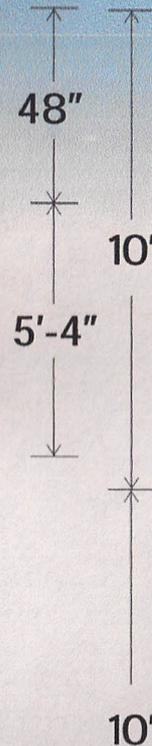
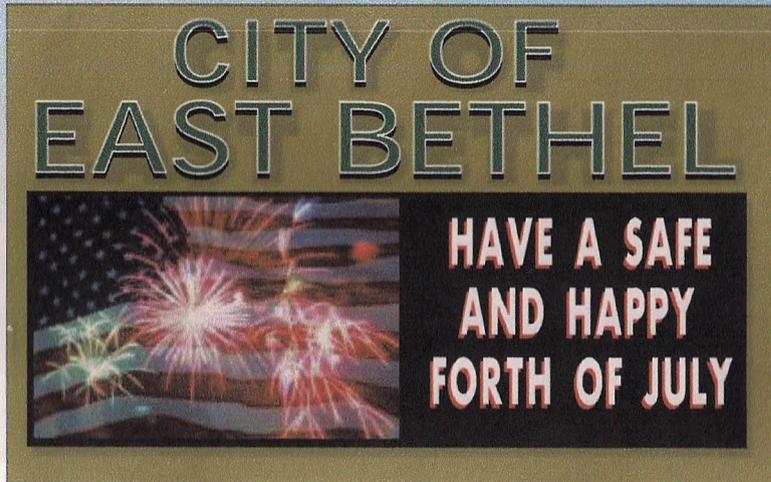
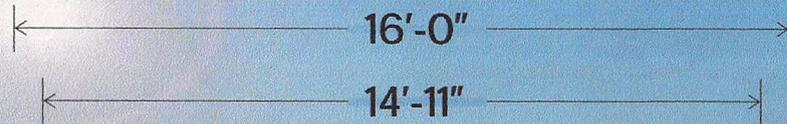
DAKTRONICS GALAXY 3500 SERIES 34MM AMBER MONOCHROME DOUBLE-SIDED LED MESSAGE CENTER (5'-4" H X 14'-9" W - 40 X 128 MATRIX). INCLUDES TEMPERATURE SENSOR AND CELLULAR MODEM.

POLES TO BE WRAPPED WITH .080" ALUMINUM. AND FRAMEWORK SURFACE OF POLE WRAPS TO BE FINISHED IN "STUCCO" STYLE TEXTURED PAINT. COVERS TO MEASURE 2'-0" (24") W X 10" (12") D X 106" (126") H.

NEW SIGN STRUCTURE, POLE WRAPS, AND FACES TO BE INSTALLED IN ACCORDANCE WITH U/L LISTINGS AND HAVE A SAFETY SHUTOFF SWITCH.

ARROW TO HAUL AWAY ALL DISGUARDED MATERIAL FROM SIGN AND RECYCLE LEAVE SIGN SITE IN CLEAN CONDITION

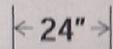




RAISED CHANNEL LETTERS ON BOTH SIDES OF CABINET "CITY OF EAST BETHEL" (COLOR TO BE DETERMINED)

CABINET TO HAVE REMOVABLE END PANELS FOR SERVICE ACCESS

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)



- Operating temperature range from -40°C to +60°C (-40°F to +140°F)
- Over milled design protects circuitry and connections
- Protective Lens provides environmental protection
- Constant current driven LEDs
- No UV or IR emission
- Complies with FCC Title 47, Part 15, Subpart B for Class A digital devices
- 5-year limited warranty

INTERNALLY ILLUMINATED LETTER WITH PLEXIGLAS FACE

1. WHITE #2447 ACRYLIC FACE'S W/VINYL OVERLAY
2. 1" BLACK TRIM CAPS
3. .060 BRUSHED SILVER RETURNS
4. "AGLIGHT" 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.

— City Of —  
**East Bethel**

**15'2" x 5'1"**  
**ELECTRONIC**  
**READER BOARD**

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



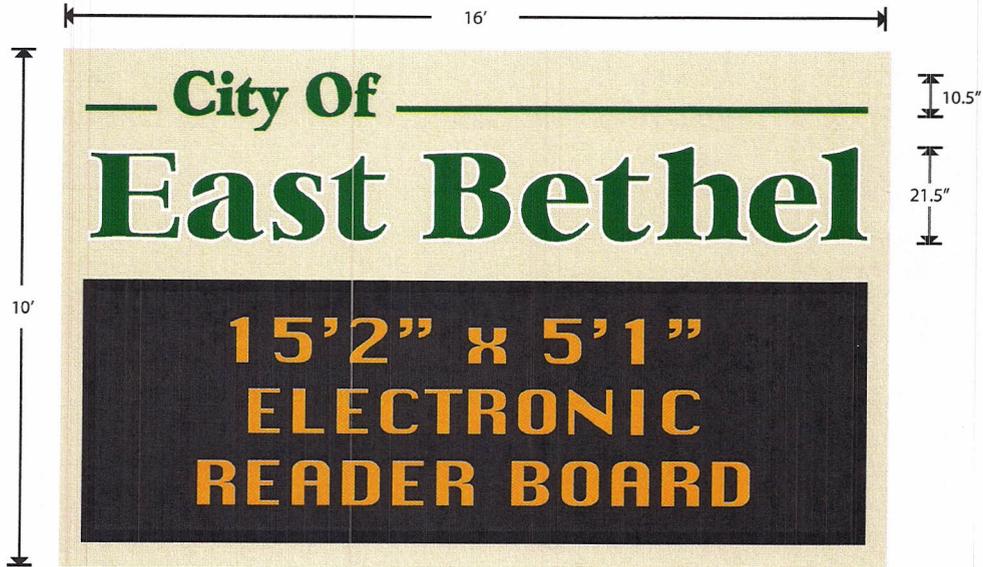
410 93<sup>rd</sup> Ave. NW  
Coon Rapids, MN 55432  
763.786.5545

DATE: 10.5.12  
SALESMAN: Scott Maciej  
LOCATION: East Bethel

NOTES: BASE BID DESIGN

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 93<sup>rd</sup> Ave.<sup>NW</sup>  
Coon Rapids, MN 55432  
**763.786.5545**

DATE: 10.10.12  
SALESMAN: Scott Maciej  
LOCATION: East Bethel

NOTES: ALTERNATE - POLES  
WITH BOULDER CREEK  
STONE

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



Watchfire Full Color 35mm



Watchfire Full Color 25mm



Watchfire Monochromatic 35 mm



Daktronics 46mm Monochromatic



Watchfire Full Color 25mm



Daktronics 34mm Monochromatic



Daktronics 34mm Full Color



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

November 7, 2012

\*\*\*\*\*

**Agenda Item Number:**

8.0 G.1

\*\*\*\*\*

**Agenda Item:**

MCES Contract Amendment Modifications

\*\*\*\*\*

**Requested Action:**

Discuss and consider approving proposed amendments to the MCES Waste Water Service and Construction Cooperation Cost Sharing Agreement.

\*\*\*\*\*

**Background Information:**

Staff has conducted three meetings with the MCES to explore means to lessen the fiscal impact 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 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 4<sup>th</sup> 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;

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 included as Attachment #3. 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 acceptance and approval of these modifications may require an amendment to our agreement MCES.

\*\*\*\*\*

**Attachment(s):**

Construction Cooperation and Cost Sharing Agreement, Attachment #1

Wastewater Services Agreement, Attachment #2

MCES Proposal Amendment, Attachment #3

MCES Correspondence Indicating Payment Rescheduling

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**Fiscal Impact:**

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. The effect of these proposals would be to transfer or “backload” to the latter half of the schedules for payments. This would, hopefully, provide the City with an additional grace period while a customer base can be established and market conditions have a chance to be more conducive to development opportunities.

There is a cost to deferring these obligations and these costs would ultimately be passed along in the form of higher user charges or SAC 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:

- 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. These interest costs are based on a rate of 3.6% of the beginning year balance. It does appear that it may 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 2027 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.

\*\*\*\*\*

**Recommendation(s):**

Staff recommends Council discuss the implications of the proposed adjustments to the MCES agreement as presented and if additional discussion is required, that a work meeting be scheduled at a time of Council’s convenience to further examine this proposal or any other budget matter.

\*\*\*\*\*

**City Council Action**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vote Yes: \_\_\_\_\_

Vote No: \_\_\_\_\_

No Action Required: \_\_\_\_\_

**CONSTRUCTION COOPERATION  
AND  
COST SHARING AGREEMENT**

**Between**

**City of East Bethel and Metropolitan Council**

**THIS AGREEMENT** ("Agreement") is made and entered into on the 12<sup>th</sup> day of November, 2010, by and between Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Council") and the City of East Bethel, a Minnesota municipal corporation ("City").

In the joint and mutual exercise of their powers and in consideration of the mutual covenants contained in this agreement, the parties recite and agree as follows:

**Recitals**

1. Pursuant to Minnesota Statutes 473.504, the Council may enter into intergovernmental construction cooperation agreements to implement design and construction of facilities that will be financed, owned, operated, and maintained by Council.
2. Pursuant to Council Policy 3-7, the Council and a local government unit may, based upon timing and capacity of Council facilities to meet local trunk sewer benefits, enter into a cost sharing agreement when a Council interceptor facility provides local trunk sewer benefits.
3. The Council's 2030 Water Resources Management Policy Plan provides for Council ownership and operation of wastewater facilities to serve rural area communities that want to accommodate growth and for which the planning designation Rural Growth Center has been provided in the above Plan. The City has requested, and the Council has approved, the City's designation as a Rural Growth Center ("Rural Growth Center").
4. The Council's 2030 Water Resources Management Policy Plan includes proposed wastewater treatment facilities to serve the City initially with plans for long-term expansion and interceptor service to Oak Grove.
5. The City has submitted its 2030 Comprehensive Plan Update and 2030 Comprehensive Sewer Plan. The Council has accepted the City's 2030 Comprehensive Plan Update and has approved the City's 2030 Comprehensive Sewer Plan, thereby committing to provide wastewater treatment facilities to serve the City.

6. The Council and the City have determined that it is in their best interests to enter into this Agreement in order to have the City in conjunction with a City Construction project hereinafter referred to as the "City Project" act as the Council's agent for design and construction of certain facilities for the Council, hereinafter referred to as the "Council Project" and to specify cost sharing by City.

For purposes of the Agreement, the City Project is described as follows:

Construction of water lines and lateral sewers in the area of STH 65 and Viking Boulevard.

For purposes of this Agreement, the Council Project is described as follows:

1. A gravity wastewater interceptor to serve Oak Grove in the future, which will also serve a part of the City's trunk sewer system. The interceptor includes approximately 4,200 linear feet of 24 inch sewer and 3,600 linear feet of 42 inch sewer along Viking Boulevard and STH 65 plus 1,200 linear feet of 60-inch sewer from STH 65 to the treatment facility at 185<sup>th</sup> Avenue and Buchanan in East Bethel.

2. Approximately 7,400 linear feet of 16-inch treated water pipelines to be constructed parallel to the interceptor from the treatment facility east to STH 65 and north to Viking Boulevard.

The location of the Council Project is shown on Exhibit A.

7. The Council and City agree that each is authorized to enter into this Agreement pursuant to Minnesota Statutes § 473.504 and § 471.59, Metropolitan Council Business Item 2010-283 passed on September 8, 2010 and a motion by the City Council adopted on November 3, 2010 and, that said, work will be carried out by the parties provided by this Agreement under the provisions of § 471.59.

**NOW, THEREFORE**, for valuable consideration, the receipt of which is acknowledged by both parties, the parties agree as follows:

#### **ARTICLE I Purpose of Agreement**

- 1.01 The purpose of this Agreement is to set forth the terms and conditions and responsibilities of each of the parties to this Agreement with respect to the design and construction of the "Council Project."
- 1.02 The Council hereby consents to and appoints the City as its agent to design, to acquire easements and permits for (other than regulatory permits as provided in

Article IX of this Agreement), to advertise for bids for the work and construction of the Council Project, to receive and open bids pursuant to said advertisement and to enter into a contract with a successful bidder at the price specified in the bid of such bidder, and to construct the Council Project Final Construction Documents as defined ahead in Section 2.02 of this Agreement.

## ARTICLE II

### Preliminary Design Documents/Construction Documents

- 2.01** The Council will provide design guidelines to the City. The City will then prepare or have prepared an engineering service agreement including a scope of services for the Council Project and submit such agreement to the Council for review and acceptance. The City will prepare or have prepared and submit to Council for Council's review and acceptance, preliminary design documents for the Council Project. Council shall provide such review to the extent feasible and reasonable, within five (5) business days and shall provide its acceptance or its reason for withholding such acceptance of the preliminary design documents to the City in writing. If Council withholds acceptance of the preliminary design documents, City shall make such revisions as required to obtain the Council's acceptance of the documents. The preliminary design documents for the Council Project which have been accepted in writing by the Council are referred to as the "Council Project Preliminary Design Documents."
- 2.02** The Council will provide to the City the Council's standard construction contract provisions for inclusion into the City's construction contract for the Council Project.

The City will prepare and submit to Council for Council's review and acceptance final construction documents which shall include the Council Project Design Documents, plans, specifications and a proposed schedule for the construction of the Council Project. Council shall provide such review, to the extent feasible and reasonable, within five (5) business days and shall provide its acceptance or its reasons for withholding such acceptance to the City in writing. If Council withholds acceptance of the construction documents, City shall make such revisions as requested to obtain Council's acceptance. The final construction documents for the Council Project, which have been accepted in writing by the Council, are referred to as the "Council Project Final Construction Documents."

The Council Project Final Construction Documents shall be included by the City in the final construction documents for the City Project ("City Project Final Construction Documents").

**ARTICLE III**  
**Bidding and Construction Contract**

- 3.01** The City shall include in the bidding documents specific line items for construction of the Council Project.
- 3.02** The City will tabulate the bids and submit to the Council a recommendation for selection of a bidder and award of a contract. The contract shall contain the Council's standard construction contract provisions provided by Council to City. The Council shall have ten (10) calendar days to review the bids and either accept the bids and the City's recommendation for selection of a bidder and award of contract or to reject any or all bids and the City's recommendation for a bidder and award of contract. The Council shall inform the City in writing of its acceptance or rejection as provided in the previous sentence. If the Council rejects the City's recommended selection of apparent low bidder, the Council will contemporaneously provide to the City, in writing, the reasons for such rejection. Subsequent to rejection of the bids by the City, the City may re-advertise for bids. Prior to such readvertisement for bids, the Council may submit to the City for inclusion in the City Project Final Construction Documents, changes in the Council Project which in the Council's opinion may result in reasonable bids. The City agrees to incorporate such changes into the City Project Final Construction Documents prior to readvertisement for bids for the Council Project. Immediately upon opening the second set of bids, the City and the Council shall follow the procedure set forth in this paragraph with respect to tabulation of bids, recommendation for selection of a bidder and acceptance or rejection of bidder by the Council. The City acknowledges that Council procedures may require approval by the Council's governing body if the bids for the Council Project exceed the estimated Council Project costs set forth in Exhibit B of this Agreement. The City agrees to include in the City's bid documents provisions to allow sufficient time for Council governing body approval if necessary and requested by the Council.

If the Council rejects the award recommended by the City, this contract shall become null and void. In the event this Agreement becomes null and void in accordance with the terms of this Article III Section 3.02, the Council shall pay to the City the costs of the Council Project Preliminary Design Document, Final Construction Documents, and actual, reasonable and verifiable administrative fees associated with the bidding process expended by the City for the Council Project in accordance with the terms of this Agreement.

**ARTICLE IV**  
**Construction**

- 4.01** Not less than seven (7) business days prior to commencement of the Council Project by the City, the City will give written notice to the Council of its intention to commence construction, said notice to be directed as provided in Section 15.06 of this Agreement.
- 4.02** The City will administer the Council Project contract work which is governed by the Council Project Final Construction Documents. The City will provide to the Council monthly construction reports indicating construction progress. The work of the Council Project will be inspected by the Council's Authorized Representative, but the Council's Authorized Representative will not have responsibility for the supervision of the work. If the Council reasonably determines that the work has not been properly constructed in accordance with the Council Project Final Construction Documents, the Council through its Authorized Representative shall inform the City's Authorized Representative in writing of such defects as soon as such defects are identified. The term "Authorized Representative" means, with respect to the Council, the General Manager of the Council's Environmental Services Division or his/her designee and, with respect to the City, its City Administrator or his/her designee.
- 4.03** As work on the Council Project progresses, the City shall require its contractor to make the corrections and/or meet the requirements of the Council Project Final Construction Documents requested by the Council through its Authorized Representative. Council Project work shall be performed in accordance with the Council Project Final Construction Documents. The City's Authorized Representative will inform the Council in writing of completion of construction of the Council Project and will provide final pay quantity documentation. Upon being informed of completion of the Council Project, the Council will inform the City in writing whether the Council Project does or does not conform to the Council Project Final Construction Documents. The Council will further inform the City of the specific reasons for non-conformance to the Council Project Final Construction Documents and what steps, in the opinion of the Council, must be taken by the City to make the Council Project conform to the Council Project Final Construction Documents.
- 4.04** The final decision on conformance of the Council Project to the Council Project Final Construction Documents will be made by the Council. Evidence of acceptance of the completed Council Project will be in writing by letter from the Council's Authorized Representative. The Council will not unreasonably withhold the determination that the construction of the Council Project conforms to the Council Project Final Construction Documents of the Council Project.

**ARTICLE V**  
**Amendments**

- 5.01** The City will submit any proposed amendments to or material changes in the approved Council Project Final Construction Documents including the schedule to the Council for review and acceptance by the Council, which approval will not be unreasonably delayed or withheld and which acceptance or rejection shall be in the form of a letter or email from the General Manager, Environmental Services or his/her designee. Such amendments or material changes to the Council Project Final Construction Documents must be submitted to the Council at least ten business (10) days prior to the implementation of such change or amendment. The City agrees that it will not proceed with amendment to or changes in the Council Project Final Construction Documents including the construction until the Council has consented to such change in accordance with its procedures including approval by the Council's governing body if required by Council's procedures and has approved such change in writing as evidenced by letter to the City from the Council's Authorized Representative.
- 5.02** The Council may submit to the City amendments or material changes in the Council Project Final Construction Documents. The City shall incorporate such amendments or changes into the Council Project Final Construction Documents and shall construct the Council Project in accordance with such amendments or changes if the City determines the amendments or changes do not interfere with the City's project. The costs of such amendments or changes to the Council Project Final Construction Documents shall be paid for by the Council in accordance with Article VI of this Agreement.

**ARTICLE VI**  
**Payment for Council Project**

- 6.01** The estimated total cost for the Council Project as shown in greater detail on **Exhibit B** is Eight Million One Hundred Thousand and 00/100 Dollars (\$8,100,000.00), which total cost includes all costs for design, land acquisition and construction, including professional services but, as provided in this Article VI, Section 6.07 below, excluding legal services other than legal services associated with acquisition of property rights as provided in Article III, Section 8.02, City administrative costs and other City staff costs.
- 6.02** Within thirty (30) calendar days after execution of this Agreement, Council shall transfer to City a \$50,000 advance payment for a portion of the estimated professional services costs for design and bid/award phases of the Council Project work. Thereafter, the Council shall reimburse the City for these costs based on monthly invoices and progress reports as provided ahead in this Section VI.

- 6.03** Within thirty (30) calendar days after execution of the award of the construction contract by the City, in accordance with the terms of this Agreement, the Council shall deposit with the City a deposit of ten percent (10%) of the estimated costs for construction and construction phase engineering and inspection costs. Thereafter, the Council shall reimburse the City for these costs based upon monthly invoices and progress reports as provided ahead in this Section VI.
- 6.04.** Subsequent to acceptance of the bids and execution of a construction contract by the City in accordance with the terms of this Agreement, the Council will reimburse the City for the eligible, reasonable and verifiable costs of design and construction of the Council Project not more frequently than monthly in accordance with invoices submitted by the City based on the progress of the design and construction of the Council Project in accordance with the terms of this Agreement for review and approval of the invoices by the Council provided, however, that before submitting invoices for design and construction costs, City shall first expend the advanced payments made by Council to City pursuant to Sections 6.02 and 6.03 of this Agreement. The Council shall have fifteen (15) calendar days from receipt of such invoice to contest the amount due. The Council shall reimburse the City within thirty (30) calendar days of expiration of the Council's 15 day review period for any uncontested costs.
- 6.05** At the completion of the Council Project, the City's Authorized Representative shall submit to the Council the City's final estimate ("Final Estimate") for the Council Project and an invoice showing the Council's final share in the reasonable, eligible and verifiable costs for the Council Project. The Council shall have forty-five calendar (45) days from the receipt of the Project Engineer's Final Estimate to review and contest the amount due. The amount due shall be final, binding and conclusive upon expiration of the aforesaid forty- five (45) day examination period unless the Council has contested the amount pursuant to this paragraph.
- 6.06** In the event the City's Authorized Representative determines the need to amend the contract with a supplemental agreement or change order in accordance with Article V of this Agreement which results in an increase in the contract amount, the Council hereby agrees to remit the Council's share as documented in the supplemental agreement or change order upon completion of the Council Project and acceptance of the Council Project by the City in accordance with the terms of this Agreement and submittal to the Council of the City's Authorized Representative's Final Estimate for the Council Project showing the Council's final share in the supplemental agreement or change order.
- 6.07** The parties agree that the Council will not reimburse the following costs to the City: Legal services other than legal services associated with acquisition of property rights, as provided in Article VIII, Section 8.02 of this Agreement, City administrative costs and other City staff costs.

**ARTICLE VII**  
**Entry Upon Property**

For purposes of construction of the City and Council Projects, the City and Council may each enter upon the property or property interests owned by the other party in conjunction with construction of the City Project and the Council Project.

**ARTICLE VIII**  
**Acquisition of Property Rights**

- 8.01** The City shall be responsible for the acquisition of the property rights in the form of permanent and temporary easements necessary for the construction, operation and maintenance of the Council Project, including acquisition by eminent domain, if necessary. The City shall acquire such permanent easement rights in the name of the Metropolitan Council, or if acquired in its own name, shall acquire the right to transfer and shall transfer such rights to the Council. The permanent easements shall contain the terms and conditions of the easement attached hereto as Exhibit C and shall be in recordable form.
- 8.02** The City shall be responsible for all payment of costs associated with the acquisition of the property rights as described in Article VIII, Section 8.01 above, including but not limited to survey costs, appraisals, and right-of-way professional costs, legal services, expert and other fees associated with eminent domain which costs shall be reimbursed by Council in accordance with invoice procedures provided in Section VI of this Agreement.
- 8.03** Prior to start of acquisition of property rights for the Council's Project, City shall submit to Council's Authorized Representative for Council's review and acceptance, an acquisition plan including surveys and estimated costs of acquisition based upon appraised values and the City's costs of implementing and completing the acquisition plan. The City shall not exceed the above estimated cost of acquisition of property rights without the written consent of the Council's Authorized Representative.
- 8.04** On date of transfer of title to the property rights as described in Article VIII, Section 8.01 above, the City shall provide the Council, upon the Council's request, certification by the City that as of the date of transfer of title, the City has received no notice of communication from any local, State of Minnesota, or federal agency official stating that the construction of sanitary sewers within the described properties will be in violation of any local, state or federal environmental law, regulation or review procedure, which would give any person a valid claim under the Minnesota Environmental Rights Act.

- 8.05 The City agrees that the City has the obligation to convey to the Council the properties described in Article VIII, Section 8.01 above free of hazardous substances, as that term is defined in federal, state and local law, and shall provide to the Council or, if the Council so requests in writing, the opportunity, prior to the transfer of title to said properties, for the Council to reasonably assure itself that the properties are free of hazardous substances. The Council, in its sole discretion, may refuse to accept title to any of the properties if the Council determines that such properties contain hazardous substances.

#### **ARTICLE IX Permits**

Council shall apply for and secure necessary regulatory permits and approvals for the Council Project, including the Minnesota Pollution Control Agency ("MPCA") sewer extension permit and environmental review approval. The City shall assist the Council in obtaining the MPCA sewer extension permit and environmental review approval. The City shall not award the construction contract(s) until all regulatory permits and approvals for the Council Project have been obtained by the Council and copies provided by the Council to the City.

#### **ARTICLE X Records/Reproducible Drawings**

All records kept by the Council and the City with respect to the Council Project shall be subject to examination by the representative of each party hereto. All data collected, created, received, maintained or disseminated for any purpose by the activities of the City and the Council pursuant to this Agreement shall be governed by Minnesota Statutes chapter 13, as amended, and the Minnesota Rules implementing such act now in force or hereinafter adopted.

#### **ARTICLE XI Ownership, Warranties and Guarantees**

- 11.01 Upon completion of the construction and acceptance of the Council Project by the Council pursuant to this Agreement, the Council Project and all associated warranties and guarantees provided by the construction contractors and subcontractors associated with the Council Project shall be assigned by the City to the Council and shall become the property of the Council. All operation, maintenance, restoration, repair or replacement required for the Council Project thereafter shall be performed by the Council.
- 11.02 At the time of completion of construction of the Council Project in accordance with the terms of this Agreement, the Council Project shall be considered to be a metropolitan interceptor which is part of the Metropolitan Disposal System.

**ARTICLE XII**  
**City Cost Sharing**

- 12.01** The Council Project shall benefit the City by being designed and constructed to provide trunk sanitary sewer service to the City for the portion of the Council Project located along Viking Boulevard and STH 65. The City cost share includes two components: 1) incremental construction cost of increasing the sewer capacity to provide the City trunk sewer benefit; and 2) acceleration cost associated with the remainder of the costs which are being incurred approximately 20 years earlier than planned for service to the City of Oak Grove (computed based upon 3% annual inflation rate and 4.5% interest rate).

The City cost share is estimated as follows:

Total Capital Cost	= \$5,100,000
Incremental Cost	= \$1,200,000
Acceleration Cost	= \$1,000,000
City Cost Share	= \$2,200,000
	= 43%

The parties agree that the amount of the City cost share shall be 43% of the total actual costs of the Viking Boulevard/STH 65 sanitary sewer interceptor.

**12.02 City Payments to Council**

No later than June 30 of each year, the City shall make annual payments including interest at 3.0%, to the Council for the City's cost share obligation in accordance with the schedule shown in Exhibit D. Exhibit D shall be adjusted based on total actual costs of the Viking Blvd/STH 65 sanitary sewer interceptor.

**ARTICLE XIII**  
**Employees**

- 13.01** All employees of the City and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the Council, and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged, on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of the Council.

- 13.02** All employees of the Council and all other persons engaged by the Council in the performance of any work or services required or provided for herein to be performed by the Council shall not be considered employees of the City, and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged, on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of the City.

#### **ARTICLE XIV**

##### **Liability**

- 14.01** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The City's and the Council's liability is governed by the provisions of Minnesota Statutes chapter 466.
- 14.02** The City and the Council each warrant that they are able to comply with the aforementioned indemnity requirements through an insurance or self insurance program and have minimum coverage consistent with the liability limits contained in Minnesota Statutes chapter 466.
- 14.03** The City further agrees that any contract let by the City for the performance of the Council Project as provided herein shall include clauses that will: 1) require the contractor to defend, indemnify, and save harmless the Council, its officers, agents and employees from claims, suits, demands, damages, judgments, costs, interest, expenses, including, without limitation, reasonable attorney fees, witness fees, and disbursements incurred in defense thereof arising out of or by reason of the negligence of said contractor, its officers, employees, agents or subcontractors; 2) require the contractor to provide and maintain insurance as required in the contract documents between the City and the contractor and to provide the Council, also as required in the contract documents between the City and the contractor, with Certificates of Insurance naming the Council as additional insured; and 3) require the contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement.

#### **ARTICLE XV**

##### **General Provisions**

- 15.01.** It is understood and agreed that the entire Agreement between the parties is contained herein and the addendums and exhibits hereto and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. The Recitals and 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.

- 15.02 Applicable provisions of Minnesota State law, federal law and of any applicable local ordinances shall be considered a part of this Agreement as though fully set forth herein. Specifically, the City agrees to comply with all federal, state and local applicable laws and ordinances relating to nondiscrimination, affirmative action, public purchases, contracting employment, including worker's compensation and surety deposits required for construction contracts.
- 15.03. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties. One or more waivers by said party of any provision term, condition or covenant shall not be construed by the other parties as a waiver of a subsequent breach of the same by other parties.
- 15.04. The covenants of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
- 15.05. This Agreement is entered into in and under the laws of the State of Minnesota and shall be interpreted in accordance therewith.
- 15.06. Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent certified mail or delivered in person to the other party addressed as follows:

General Manager  
Environmental Services  
Metropolitan Council  
390 North Robert Street  
St. Paul, MN 55101

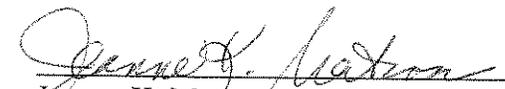
City Administrator  
City of East Bethel  
2241 221<sup>st</sup> Avenue NE  
East Bethel, MN 55011

- 15.07 The parties to this Agreement acknowledge and agree to the following:
  - a) This Agreement addresses certain of the rights and obligations to the parties under Minnesota Statutes, chapter 473, but this Agreement is not intended to be a complete description of all rights and obligations of the parties with respect to each other that may exist under such chapter or other provisions of law.

- b) Future changes in Minnesota Statutes, chapter 473, and other applicable law may modify the rights and obligations of the parties with respect to each other and such changes in law shall take precedence over any provisions of this Agreement that may be inconsistent and irreconcilable with such changes.

**IN TESTIMONY WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

Approved as to form:

  
\_\_\_\_\_  
Jeanne K. Matross  
Office of General Counsel

**METROPOLITAN COUNCIL**

By:   
\_\_\_\_\_

Title: Regional Administrator

Date: 11-12-10

**CITY OF EAST BETHEL**

By:   
\_\_\_\_\_

Title: Mayor

Date: November 3, 2010

ATTEST:

By:   
\_\_\_\_\_

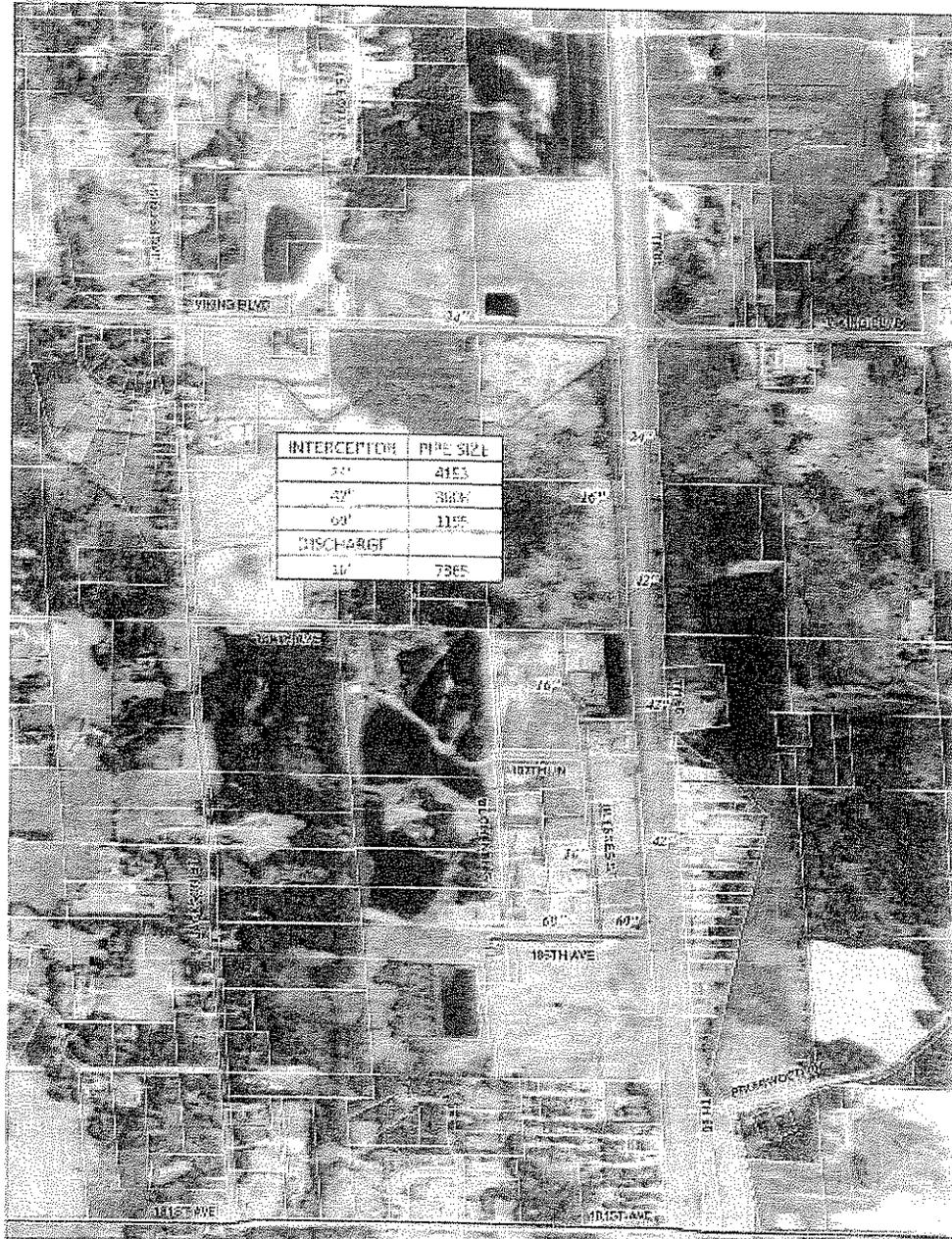
Title: City Administrator

Date: November 3, 2010

## LIST OF EXHIBITS

Exhibit A	Location of Council Project
Exhibit B	Estimated Total Cost for Council Project
Exhibit C	Permanent Easement
Exhibit D	City Cost Share

# EXHIBIT A Location of Council Project



**LEGEND**  
 □ WWTP  
 --- MISC. Interceptor  
 --- MISC. Discharge



**MUNICIPALITY STUDY**

**PHASE I PROJECT 1  
SANITARY SEWER  
FIGURE NO. 2.1**

Exhibit A

**EXHIBIT B**  
**Estimated Costs for Council Project**

Interceptor Sewer Facilities	
Viking Blvd/STH 65 Segments	\$5,100,000
Plant Influent/Storage Segment	1,600,000
Treated Water Pipeline	<u>1,400,000</u>
Total Estimated Cost	<u>\$8,100,000</u>

Note: Total estimated cost includes all costs for design, land acquisition, and construction, including professional services, but excluding City administrative costs, other City staff costs and legal services other than legal, services associated with acquisition of property rights as provided in Article VIII, Section 8.02.

## EASEMENT

THIS INSTRUMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_, of the State of \_\_\_\_\_, Grantor, and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, grantee;

WITNESSETH, that Grantor, the owner of the property described in Exhibit A, in consideration of One Dollar and other good and valuable consideration to them in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, its successors and assigns, the following described easement[s] for sanitary sewer purposes which easement[s] are located on the property described in Exhibit A:

### Permanent Easement

See Exhibit A attached hereto and incorporated herein for legal description of permanent sanitary sewer easement.

The above-described easement[s] include[s] the right of Grantee, its employees, agents and contractors to do whatever is necessary for enjoyment of the rights granted herein including the right to enter and grade and excavate the easement area[s] for purposes of constructing, operating, maintaining, altering, repairing, replacing and/or removing said sanitary sewers. The permanent easement further includes the following rights: (a) the right to cut, trim, or remove from the easement area[s] trees, shrubs, undergrowth or other vegetation as in the Grantee's judgment unreasonably interfere with the use of the easement[s] herein by Grantee, its successors and assigns, provided that Grantee shall take all reasonable precautions to prevent any damage to the property subject to this [these] easement[s]; and (b) the permanent right of access over and across the Grantor's property described in Exhibit A to the permanent easement area.

Subsequent to the date of the easement[s] as written above, Grantor, its heirs, successors and assigns, will not erect, construct, or create any building, improvement, obstruction, perpendicular utility crossing, or structure of any kind, either above or below the surface of the easement area[s] or plant any trees, or stockpile construction debris or construction equipment, or change the grade thereof of the easement area[s] without the express written permission of the Grantee.







**WASTEWATER SERVICE AGREEMENT**

**Between  
City of East Bethel  
and  
Metropolitan Council**

**THIS AGREEMENT** (“Agreement”), effective on the date of execution by both parties, is made and entered into by and between Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“Council”) and the City of East Bethel, a Minnesota municipal corporation (“City”).

**RECITALS**

1. Pursuant to Minnesota Statutes § 473.517, subd. 1, the Council shall allocate current costs of operation, maintenance, and debt service (“Current Costs”) among and paid by all local government units which discharge wastewater directly or indirectly into the metropolitan disposal system. For purposes of this Agreement, the above described payments are referred to herein as municipal wastewater charges (“MWC”). The Council’s wastewater treatment plant, interceptor and effluent pipes to serve the City will be a part of the metropolitan disposal system.
2. Pursuant to Minnesota Statutes § 473.517, subd. 3, the Council shall allocate the reserved capacity portion of the costs of acquisition, betterment, and debt service of the interceptors and treatment works (“Reserved Capacity Costs”) among and paid by all local government units through a sewer availability charge (“SAC”) for each new connection or increase in capacity demand to the metropolitan disposal system.
3. Pursuant to Minnesota Statutes § 473.517, subd. 6, the Council may provide for the deferment of payment of all or part of the allocated costs pursuant to Minnesota Statutes § 473.517, subd. 3, repayable with interest at the Council’s average rate of borrowing.
4. The Council’s 2030 Water Resources Management Policy Plan (“Policy Plan”) provides for Council ownership and operation of wastewater facilities to serve rural area communities that want to accommodate growth, for which the planning designation Rural Growth Center has been provided in the Policy Plan. The City has requested, and the Council has approved, the City’s designation as a Rural Growth Center (“Rural Growth Center”).
5. The Council’s Policy Plan provides wastewater service to the City through wastewater treatment facilities to be constructed specifically to serve the City initially, and that are also planned so that these facilities may serve a portion of the city of Oak Grove or other communities in the future. The City has submitted, and the Council has approved, the City’s 2030 Comprehensive Sewer Plan.

6. The Council's Policy Plan policy on rates and charges provides that: (a) municipal wastewater charges will be allocated to communities uniformly, based on flow; and (b) sewer availability charges for a Rural Growth Center shall be based on the reserve capacity of the wastewater treatment facility and the Council's debt service specific to the Rural Growth Center.
7. The Council is currently designing the East Bethel wastewater treatment facility, MCES Project 801620 to serve the City. Construction is scheduled for 2011-2012.
8. Council and City have determined that it is in their best interests to enter into this Agreement in order to specify SAC matters for the City and to specify the terms for contingent loans for part of the reserve capacity charges and other related matters.
9. The Council has authorized its Regional Administrator to enter into this Agreement pursuant to Business Item No. 2010-355 passed by the Council on October 27, 2010. The City has authorized its Administrator to enter into this Agreement pursuant to a motion passed by the City Council on November 3, 2010.

**NOW, THEREFORE**, for valuable consideration, the receipt of which is acknowledged by both parties, the parties agree as follows:

## ARTICLE I Financial Terms and Conditions

### 1.01 Municipal Wastewater Charges (MWC).

a. Allocation. Council shall measure the City's wastewater flow and allocate current costs consistent with the methodology used throughout the metropolitan disposal system to allocate Current Costs among and charge local government units in the form of MWC, as may be amended from time to time. The Council's regular MWC billings to the City shall begin for the calendar year 2014 based on the wastewater flow for the period July 1, 2012 – June 30, 2013. Prior to that regular cycle, the Council's MWC billings to the City for the calendar year 2013 shall be based on the estimated number of SAC units served prior to June 30, 2012, flow estimates/SAC and the duration of such usable connections within the subject period. Council shall invoice the City monthly. City shall pay Council within thirty (30) calendar days of each billing.

b. City Obligation - Charges. The City acknowledges its obligation under Minnesota Statutes, including, but not limited to, § 473.519, to adopt and maintain a system of charges for the use and availability of the metropolitan disposal system located within the City which will assure that each recipient of wastewater treatment services within or served by the City will pay its proportionate share of the Current Cost charges allocated to the City by the Council under Minnesota Statutes, § 473.517, as required by federal law and regulations.

c. On or before December 31, 2011, the City shall submit to the Council, for review and approval, a proposed ordinance implementing a system of volumetric charges for the use and availability of the metropolitan disposal system, and shall make modifications in such system if notified by the Council, as needed to comply with the provisions of Minnesota Statutes § 473.519, the Council's Waste Discharge Rules and federal law and regulations. Upon approval, the Municipality shall maintain such system of volumetric charges in accordance with section 473.519.

d. City Obligation – Connections. The City agrees that within twelve (12) months of service being available, the City shall mandate connections to the metropolitan disposal system and will pay the Council SAC for connections in the business district described as Project 1 Phase One.

e. Reservation of Rights. Nothing in this article shall be deemed to limit the Council's rights to add-to, amend or change its method of allocating and/or collecting costs under Minnesota Statutes, section 473.517, subdivision 1.

#### **1.02 Sewer Availability Charges (SAC).**

a. City Obligation. The City acknowledges its obligation under Minnesota Statutes, including, but not limited to, § 473.517 subd. 3, to pay Reserved Capacity Costs allocated to the City by the Council under § 473.517, subd. 3. These costs are currently allocated to cities by the Council through the Sewer Availability Charge (SAC) system, based on the number of residential equivalent SAC units which become connected within the City either directly or indirectly to the metropolitan disposal system. City acknowledges and agrees that SAC and reporting for it will be due beginning twelve (12) months prior to startup of the wastewater treatment facility. The City acknowledges and agrees that it is liable for SAC whether or not it collects, or is able to collect, such amounts from any property owners or other third parties.

b. Implementation of SAC System. Under the current SAC system, the City shall be responsible for monitoring, reporting of connections, and other duties in accordance with Council's policies and procedures for collecting SAC charges. If under the current SAC system, the City chooses to collect charges from the owners of the property connected to City sewers which are connected to the metropolitan disposal system, it shall be solely responsible for billing and collecting such charges from the property owners.

c. Reservation of Rights. Nothing in this article shall be deemed to limit the Council's rights to add-to, amend or change its method of allocating and/or collecting costs under Minnesota Statutes, section 473.517, subdivision 3 as it pertains to the SAC rate and general SAC collection requirements and procedures.

d. East Bethel's City-Specific SAC (hereafter "East Bethel SAC"). Council shall establish the East Bethel SAC pursuant to the Council's policies and SAC procedures. The East Bethel SAC shall initially be based on the wastewater treatment facility debt service specific to the City, as estimated in Exhibit A. The estimated capital costs described in Exhibit A, and the East Bethel SAC based on the associated debt service, may be adjusted after final project costs have been determined and if needed for additional project costs should they occur prior to the end of the designation of the city of East Bethel as a Rural Growth Center. Adjustments, if any, to the SAC rates will not be retroactive.

Council and City agree that the East Bethel SAC has been determined, based on the following factors: (1) debt service and/or capital costs on City-specific capital costs based on financing over a term extending to 2030 at an interest rate based on the actual rate(s) of financings used by the Council to fund the project costs, currently estimated at 3.0% for the initial facility and 4.5% for the future expansion; (2) 2030 Comprehensive Plan forecast of 5,500 SAC units; (3) a constant SAC unit growth rate of approximately 10.6% annually from 2012 through 2030; (4) reserve capacity determination using cumulative SAC units as forecasted for the currently used portion of total capacity; (5) fixed East Bethel SAC rate increases of 3% annually; and (6) East Bethel SAC computed to recover the present value of reserve capacity of debt service as determined in (1) hereinbefore.

Council and City agree that the East Bethel SAC based on the capital costs in Exhibit A and the above factors, shall be \$3,300 in 2012, increasing 3% annually to \$5,600 in 2030. East Bethel SAC may be adjusted if the final capital costs and interest rates are materially different than expected.

e. Nothing in this Agreement prohibits or restricts the sewer, SAC or other related charges that the City may or may not charge to property owners within the City.

### **1.03 Reserve Capacity Loans.**

a. Amount. If at the end of each calendar year, starting with the year 2012, the SAC units attributed (either i), actually paid, or ii) loaned as described in this paragraph) to the Council by the City on an annual basis, are below the estimate of growth for the year based on the 2030 Comprehensive Plan forecast for the City used to set the rates as described herein, the deficiency shall be considered a Reserve Capacity Loan ("Reserve Capacity Loan") from the Council to the City, pursuant to M.S. 473.517 subd. 6. Interest shall accrue on the prior year-end balance at 3.6% APR annually. In years where the actual SAC paid by the City to the Council exceeds the estimate, the surplus SAC shall be considered a payment against any then outstanding loans. If such a surplus occurs and no loan balance is then outstanding, no rebate shall occur, however, the amount of units paid over the cumulative forecast shall be available to offset a future year shortage (that is, to reduce the required loan in a future year when the annual SAC units paid are less than forecast).

b. **Payment.** If a Reserve Capacity Loan balance is outstanding at any year-end, the City shall pay, at a minimum, an annual amount set by the Council which shall be an amount not greater than the ordinary municipal wastewater charge to be charged to the City in that same calendar year based on the community's annual flow volume in the metropolitan disposal system. [w1]The payment shall be applied first to interest accrued and the remainder against the cumulative outstanding principal on the loan. During the first five years of the Loan, the Council may require a lesser payment to allow the City to gradually adjust its retail sewer charges or other revenues to cover the Loan payments.

Minimum payments on the loan shall be determined by the Council in January of each year and included on monthly bills, provided however, that the Council may estimate the loan payment requirements for the first two months of each year and reconcile the difference in the March bill of each year.

c. **Prepayment.** The City may prepay all or part of the loan at any time to avoid additional interest accrual.

d. **Developing Community.** The Council agrees that if: a) the City meets the conditions of the Council to become a Developing Community as determined by the Council; or b) another city is provided sewer service through the East Bethel wastewater treatment facilities; or c) the City reaches its current 2030 Comprehensive Sewer Plan population forecast, or d) at the conclusion of the 2030 Water Resources Policy Plan (*i.e.* at the end of the year 2030), the East Bethel SAC rate may be frozen by the Council at the then current rate and retained at that rate, even though that rate is a higher rate than the urban SAC until such time as the outstanding loan is entirely repaid. This term shall survive the Agreement until the entire Loan is repaid, or the condition in Section 1.03(e) occurs:

e. The parties agree that the terms of the Agreement are intended to handle the short or medium term problem that planned growth is deferred from the expectations of the Comprehensive Plans. However, if 30 years after the first Loan is recorded, substantial planned growth has not occurred and expectations at that time are that it may continue to be below 2030 forecasts, the parties agree to renegotiate in good faith to provide for an end to the Loan that does not require an unreasonable burden on the sewer rates of the still small City.

## ARTICLE II

### Conveyance of Interceptor Ownership to City

#### 2.01 **Transfer.**

If the Council determines that the interceptor constructed along Viking Blvd. and STH 65 no longer serves a regional benefit, the Council will transfer to the City and the City

agrees, without payment from the Council, to accept title and ownership of that portion of the aforementioned interceptor within the City. Such transfer may occur at any time after determination in the sole discretion of the Council that the aforementioned interceptor no longer serves a regional benefit and certification by the Council that the interceptor to be transferred is in good operating condition.

### **ARTICLE III**

#### **Compliance with Council Rules and Policies**

#### **3.01 Infiltration and Inflow.**

The City shall comply with the Council's policy and procedures on Infiltration/Inflow and its standards for allowable peak hour to average daily wastewater flow. On or before June 30, 2012, the City shall submit its proposed Infiltration/Inflow program to the Council for review and approval and shall adopt and follow any recommendations of the Council regarding inflow and infiltration into the City's sewage collection system.

#### **3.02 Waste Discharge Rules.**

The City acknowledges that all discharges to the City's sewage collection system are subject to the Council's Waste Discharge Rules and any other rules or requirements adopted by the Council relating to the metropolitan disposal system. The City shall adopt a sanitary sewer use ordinance which ensures City compliance with Council's policies and Waste Discharge Rules, however amended. The City agrees to cooperate with the Council in enforcement of Council's rules and enforcement requirements. Nothing in this Agreement prohibits or limits the Council's right to make general changes to the Waste Discharge Rules.

#### **3.03 Comprehensive Plan.**

The City has prepared and adopted its 2030 Comprehensive Plan Update and Tier II Comprehensive Sewer Plan, in accordance with Minnesota Statutes §§ 462.355, subd. 1a and 473.864, subd. 2. The Council has approved the City's Tier II Comprehensive Sewer Plan and authorized the City to put its 2030 Comprehensive Plan Update into effect.

In accordance with Minnesota Statutes, section 473.858, subd. 1, and section 473.865, subd. 3, upon approval and adoption by the City of the comprehensive plan, the City shall adopt or amend official controls to ensure planned, orderly, and staged development consistent with the comprehensive plan and so as not to conflict with the comprehensive plan. The City shall submit copies of such official controls to the Council in accordance with Minnesota Statutes, section 473.865, subd. 1.

Nothing in this agreement shall modify the City's obligations under the referenced statutes or in the Comprehensive Plan.

**ARTICLE IV**  
**Notices**

Any notice or demand which may or must be given or made by either party to this Agreement, under the terms of this Agreement and any statute or ordinance, shall be in writing and shall be sent by certified mail, return receipt requested, or delivered in person, to the other party addressed or delivered as follows:

General Manager  
Environmental Services  
Metropolitan Council  
390 North Robert Street  
St. Paul, MN 55101

City Administrator  
2241 221<sup>st</sup> Avenue NE  
East Bethel, MN 55011

**ARTICLE V**  
**General Provisions**

**5.01 Successors and Assignment.**

The Covenants of this Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns. The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the Council and a fully executed Assignment Agreement, executed by authorized representatives of the parties to this Agreement.

**5.02 Amendments.**

The terms of this Agreement may be changed only by the mutual agreement of the parties. Such changes shall be effective only upon execution of written amendments executed by authorized representatives of the parties to this Agreement.

**5.03 Non-Waiver.**

If the Council fails to enforce any provision of this Agreement, that failure does not waive the provision or any other provision or the Council's right to enforce it at a later date.

**5.04 Contract Complete.**

This Agreement contains all negotiations and agreements between the Council and the City related to the matters included herein. No other understanding regarding this Agreement, whether written or oral, may be used to bind either Party.

**5.05 Construction of Agreement.**

This Agreement is intended to assist in implementing the Council's policy plans and system plans and shall be interpreted consistently with the provisions and intent of such plans.

**5.06 Severability.**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to either Party.

**5.07 Liability.**

Except as provided elsewhere in this Agreement, each Party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party and results thereof. The liability of the Council and the City shall be governed by the provisions of Minnesota Statutes, chapter 466, and other applicable law. Nothing in this Agreement shall constitute or be construed as a waiver by the Council or the City of any statutory limits on or exceptions to liability.

**5.08 Council Audits.**

In accordance with Minnesota Statutes, section 16C.05, subd. 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**5.09 Government Data Practices.**

The City and Council must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, as it applies to all data provided by the Council under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes, section 13.08, apply to the release of the data referred to in this clause by either the City or the Council.

**5.10 Conformance to Law.**

The parties to this Agreement acknowledge and agree to the following:

a) This Agreement addresses certain of the rights and obligations to the parties under Minnesota Statutes, chapter 473, but this Agreement is not intended to be a complete description of all rights and obligations of the parties with respect to each other that may exist under such chapter or other provisions of law.

b) Future changes in Minnesota Statutes, chapter 473, and other applicable law may modify the rights and obligations of the parties with respect to each other and such changes in law shall take precedence over any provisions of this Agreement that may be inconsistent and irreconcilable with such changes.

**5.11 Venue.**

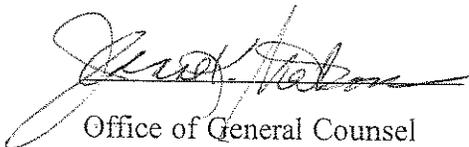
This Agreement shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**5.12 Recitals.**

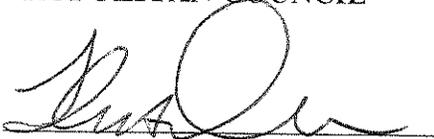
The Recitals are hereby incorporated into and made a part of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below.

Approved as to Form:

  
Office of General Counsel

**METROPOLITAN COUNCIL**

By: 

Its: Regional Administrator

Date: 12-9-10

**FOR THE CITY OF EAST BETHEL**

By:   
\_\_\_\_\_

Title: Mayor

Date: November 17, 2010

ATTEST:

By:   
\_\_\_\_\_

Title: City Administrator

Date: November 17, 2010

## EXHIBIT A

### ESTIMATED CAPITAL COSTS FOR EAST BETHEL WASTEWATER TREATMENT FACILITIES

Component	Est. Cost (1)
Initial Project	
Influent Storage (2)	\$ 600,000
Wastewater Treatment Plant (3)	9,500,000
Treated Water Distribution System (4)	5,700,000
Land Application Facilities (5)	1,600,000
Land Acquisition (6)	600,000
<hr/>	
Total - Initial Project	\$18,000,000
<hr/>	
Future Facility Expansion (3)	
Plant Expansion	\$10,000,000
Treated Water Distribution	2,000,000
Land Application Facilities (incl. land)	<u>2,000,000</u>
Total-Expansion	\$14,000,000

#### Notes:

1. Estimated cost includes construction, engineering, inspection, and administration.
2. Incremental cost of increasing size of influent interceptor sewer from STH 65 to treatment facility from 24-inch diameter to 60-inch diameter. This option is being used in lieu of providing storage within the wastewater treatment facility.
3. Plant will be constructed in phases. Initial phase has 0.41 mgd capacity. Future facility expansion (approx. year 2020) will increase capacity to 1.22 mgd.
4. Pipeline to convey treated water from wastewater treatment plant to the two initial land application facilities.
5. Facilities designed to distribute treated water such that it infiltrates through the soil and recharges the groundwater.
6. Cost of acquiring two land application sites (\$60,000 for one; free long-term use of second site) and two-thirds of the wastewater treatment plant site, which is planned to serve portions of Oak Grove, and potentially Ham Lake, in the future.

MC Contract 10I024

Amendment No. 1

Wastewater Service Agreement  
Between  
City of East Bethel  
And  
Metropolitan Council

1. Amend Article 1.02d as follows:  
Delete Paragraphs two and three. Substitute the following:

Council and City agree that the East Bethel SAC has been determined, based on the following factors: (1) debt service and/or capital costs on City-specific capital costs based on the actual rate(s) of financing used by the Council to fund the project costs, currently estimated at 2.73% for the initial facility and 4.5% for the future expansion; (2) 2030 Comprehensive Plan forecast of 5,500 SAC units; (3) growth beginning with 50 SAC units in 2013; (4) reserve capacity determination using cumulative SAC units as forecasted for the currently used portion of total capacity; and (5) East Bethel SAC computed to recover the present value of reserve capacity of debt service as determined in (1) hereinbefore.

Council and City agree that the East Bethel SAC based on the capital costs in Exhibit A and the above factors, shall be \$2,600 in 2013, increasing approximately 5% annually thereafter. East Bethel SAC may be adjusted if the final capital costs and interest rates for the initial facility, and/or capital costs, interest rate, and timing of the future expansion, are materially different than estimated.

2. Add new Article 1.02 as follows:
  - f. The City owns a wastewater treatment plant serving the Castle Towers area. The City intends to acquire the wastewater treatment plant serving the Village Green area. In accordance with the Council's SAC policy and procedure, the City will not owe SAC for the currently served properties in those two areas. However, these units shall not be counted as part of the 5500 SAC units described in Article 1.02d.
3. Revise Article 1.03a as follows.  
Change year 2012 to 2013.
4. Replace Exhibit A with revised Exhibit A, which includes updated cost estimates for the initial project.

**EXHIBIT A**

**ESTIMATED CAPITAL COSTS FOR  
EAST BETHEL WASTEWATR TREATMENT FACILITIES**

Component	Est. Cost (1)
<b>Initial Project</b>	
Influent Storage (2)	\$ 600,000
Wastewater Treatment Plant (3)	12,200,000
Treated Water Distribution System (4)	5,000,000
Land Application Facilities (5)	1,600,000
Land Acquisition (6)	600,000
<b>Total – Initial Project</b>	<b>\$20,000,000</b>
<b>Future Facility Expansion (3)</b>	
Plant Expansion	\$10,000,000
Treated Water Distribution	2,000,000
Land Application Facilities (incl. land)	<u>2,000,000</u>
<b>Total Expansion</b>	<b>\$14,000,000</b>

**Notes:**

1. Estimated costs includes construction, engineering, inspection, and administration.
2. Incremental cost of increasing size of influent interceptor sewer from STH 65 to treatment facility from 24-inch diameter to 60-inch diameter. This option is being used in lieu of providing storage within the wastewater treatment facility.
3. Plant will be constructed in phases. Initial phase has 0.41 mgd capacity. Future capacity expansion (approx. year 2023) will increase capacity to 1.22 mgd.
4. Pipeline to convey treated water from wastewater treatment plant to the two initial land application facilities.

5. Facilities designed to distribute treated water such that it infiltrates through the soil and recharges the groundwater.
6. Cost of acquiring two land application sites (\$60,000 for one; free long-term use of second site) and two-thirds of the wastewater treatment plant site, which is planned to serve portions of Oak Grove, and potentially Ham Lake, in the future.

MC Contract 10I027

Amendment No. 3

Construction Cooperation and Cost Agreement  
Between  
City of East Bethel and Metropolitan Council

Delete Article 1.02, and Exhibit D. Insert the following new Article 12.02:

12.02 City Payments to Council

By December 21, 2017, the City shall notify the Council of the City's intent to begin payments in 2018 or 2023. Based on 3.0% interest, annual payments beginning in 2018 shall be \$155,000 through 2040. Based on 3.0% interest, annual payments beginning in 2023 shall be \$215,000 through 2040. Annual payments shall be due by June 30 of each year.





## East Bethel Cost Share Payment Schedule

10/4/2012

<u>Hypothetical Level Amortization Schedule</u>					<u>Actual Amortization Schedule</u>				
	3.0%					3.0%			
	<u>principal</u>	<u>interest</u>	<u>level pmt</u>	<u>balance</u>	<u>actual pmt</u>	<u>principal paid</u>	<u>interest owed</u>	<u>interest paid</u>	<u>balance</u>
2012				<b>\$2,200,000.00</b>					<b>\$2,200,000.00</b>
2013	\$51,245.11	\$66,000.00	\$117,245.11	\$2,148,754.89	\$0.00	\$0.00	\$66,000.00	\$0.00	\$2,266,000.00
2014	\$52,782.47	\$64,462.65	\$117,245.11	\$2,095,972.42	\$0.00	\$0.00	\$67,980.00	\$0.00	\$2,333,980.00
2015	\$54,365.94	\$62,879.17	\$117,245.11	\$2,041,606.48	\$0.00	\$0.00	\$70,019.40	\$0.00	\$2,403,999.40
2016	\$55,996.92	\$61,248.19	\$117,245.11	\$1,985,609.56	\$0.00	\$0.00	\$72,119.98	\$0.00	\$2,476,119.38
2017	\$57,676.83	\$59,568.29	\$117,245.11	\$1,927,932.73	\$0.00	\$0.00	\$74,283.58	\$0.00	\$2,550,402.96
2018	\$59,407.13	\$57,837.98	\$117,245.11	\$1,868,525.60	\$155,100.00	\$78,587.91	\$76,512.09	\$76,512.09	\$2,471,815.05
2019	\$61,189.35	\$56,055.77	\$117,245.11	\$1,807,336.26	\$155,100.00	\$80,945.55	\$74,154.45	\$74,154.45	\$2,390,869.50
2020	\$63,025.03	\$54,220.09	\$117,245.11	\$1,744,311.23	\$155,100.00	\$83,373.91	\$71,726.09	\$71,726.09	\$2,307,495.59
2021	\$64,915.78	\$52,329.34	\$117,245.11	\$1,679,395.45	\$155,100.00	\$85,875.13	\$69,224.87	\$69,224.87	\$2,221,620.46
2022	\$66,863.25	\$50,381.86	\$117,245.11	\$1,612,532.20	\$155,100.00	\$88,451.39	\$66,648.61	\$66,648.61	\$2,133,169.07
2023	\$68,869.15	\$48,375.97	\$117,245.11	\$1,543,663.06	\$155,100.00	\$91,104.93	\$63,995.07	\$63,995.07	\$2,042,064.14
2024	\$70,935.22	\$46,309.89	\$117,245.11	\$1,472,727.83	\$155,100.00	\$93,838.08	\$61,261.92	\$61,261.92	\$1,948,226.07
2025	\$73,063.28	\$44,181.84	\$117,245.11	\$1,399,664.55	\$155,100.00	\$96,653.22	\$58,446.78	\$58,446.78	\$1,851,572.85
2026	\$75,255.18	\$41,989.94	\$117,245.11	\$1,324,409.38	\$155,100.00	\$99,552.81	\$55,547.19	\$55,547.19	\$1,752,020.03
2027	\$77,512.83	\$39,732.28	\$117,245.11	\$1,246,896.55	\$155,100.00	\$102,539.40	\$52,560.60	\$52,560.60	\$1,649,480.64
2028	\$79,838.22	\$37,406.90	\$117,245.11	\$1,167,058.33	\$155,100.00	\$105,615.58	\$49,484.42	\$49,484.42	\$1,543,865.05
2029	\$82,233.36	\$35,011.75	\$117,245.11	\$1,084,824.96	\$155,100.00	\$108,784.05	\$46,315.95	\$46,315.95	\$1,435,081.01
2030	\$84,700.36	\$32,544.75	\$117,245.11	\$1,000,124.60	\$155,100.00	\$112,047.57	\$43,052.43	\$43,052.43	\$1,323,033.44
2031	\$87,241.38	\$30,003.74	\$117,245.11	\$912,883.22	\$155,100.00	\$115,409.00	\$39,691.00	\$39,691.00	\$1,207,624.44
2032	\$89,858.62	\$27,386.50	\$117,245.11	\$823,024.61	\$155,100.00	\$118,871.27	\$36,228.73	\$36,228.73	\$1,088,753.17
2033	\$92,554.38	\$24,690.74	\$117,245.11	\$730,470.23	\$155,100.00	\$122,437.40	\$32,662.60	\$32,662.60	\$966,315.77
2034	\$95,331.01	\$21,914.11	\$117,245.11	\$635,139.23	\$155,100.00	\$126,110.53	\$28,989.47	\$28,989.47	\$840,205.24
2035	\$98,190.94	\$19,054.18	\$117,245.11	\$536,948.29	\$155,100.00	\$129,893.84	\$25,206.16	\$25,206.16	\$710,311.40
2036	\$101,136.66	\$16,108.45	\$117,245.11	\$435,811.62	\$155,100.00	\$133,790.66	\$21,309.34	\$21,309.34	\$576,520.74
2037	\$104,170.76	\$13,074.35	\$117,245.11	\$331,640.86	\$155,100.00	\$137,804.38	\$17,295.62	\$17,295.62	\$438,716.36
2038	\$107,295.89	\$9,949.23	\$117,245.11	\$224,344.97	\$155,100.00	\$141,938.51	\$13,161.49	\$13,161.49	\$296,777.85
2039	\$110,514.76	\$6,730.35	\$117,245.11	\$113,830.21	\$155,100.00	\$146,196.66	\$8,903.34	\$8,903.34	\$150,581.19
2040	<u>\$113,830.21</u>	<u>\$3,414.91</u>	<u>\$117,245.11</u>	(\$0.00)	<u>\$155,100.65</u>	<u>\$150,583.21</u>	<u>\$4,517.44</u>	<u>\$4,517.44</u>	(\$2.03)
	<b>\$2,200,000.00</b>	<b>\$1,082,863.18</b>	<b>\$3,282,863.18</b>		<b>\$3,567,300.65</b>	<b>\$2,550,404.99</b>	<b>\$1,367,298.62</b>	<b>\$1,016,895.66</b>	

## East Bethel Cost Share Payment Schedule

10/4/2012

<u>Hypothetical Level Amortization Schedule</u>					<u>Actual Amortization Schedule</u>				
	3.0%					3.0%			
	<u>principal</u>	<u>interest</u>	<u>level pmt</u>	<u>balance</u>	<u>actual pmt</u>	<u>principal paid</u>	<u>interest owed</u>	<u>interest paid</u>	<u>balance</u>
2012				<b>\$2,200,000.00</b>					<b>\$2,200,000.00</b>
2013	\$51,245.11	\$66,000.00	\$117,245.11	\$2,148,754.89	\$0.00	\$0.00	\$66,000.00	\$0.00	\$2,266,000.00
2014	\$52,782.47	\$64,462.65	\$117,245.11	\$2,095,972.42	\$0.00	\$0.00	\$67,980.00	\$0.00	\$2,333,980.00
2015	\$54,365.94	\$62,879.17	\$117,245.11	\$2,041,606.48	\$0.00	\$0.00	\$70,019.40	\$0.00	\$2,403,999.40
2016	\$55,996.92	\$61,248.19	\$117,245.11	\$1,985,609.56	\$0.00	\$0.00	\$72,119.98	\$0.00	\$2,476,119.38
2017	\$57,676.83	\$59,568.29	\$117,245.11	\$1,927,932.73	\$0.00	\$0.00	\$74,283.58	\$0.00	\$2,550,402.96
2018	\$59,407.13	\$57,837.98	\$117,245.11	\$1,868,525.60	\$0.00	\$0.00	\$76,512.09	\$0.00	\$2,626,915.05
2019	\$61,189.35	\$56,055.77	\$117,245.11	\$1,807,336.26	\$0.00	\$0.00	\$78,807.45	\$0.00	\$2,705,722.50
2020	\$63,025.03	\$54,220.09	\$117,245.11	\$1,744,311.23	\$0.00	\$0.00	\$81,171.68	\$0.00	\$2,786,894.18
2021	\$64,915.78	\$52,329.34	\$117,245.11	\$1,679,395.45	\$0.00	\$0.00	\$83,606.83	\$0.00	\$2,870,501.00
2022	\$66,863.25	\$50,381.86	\$117,245.11	\$1,612,532.20	\$0.00	\$0.00	\$86,115.03	\$0.00	\$2,956,616.03
2023	\$68,869.15	\$48,375.97	\$117,245.11	\$1,543,663.06	\$214,971.70	\$126,273.22	\$88,698.48	\$88,698.48	\$2,830,342.82
2024	\$70,935.22	\$46,309.89	\$117,245.11	\$1,472,727.83	\$214,971.70	\$130,061.42	\$84,910.28	\$84,910.28	\$2,700,281.40
2025	\$73,063.28	\$44,181.84	\$117,245.11	\$1,399,664.55	\$214,971.70	\$133,963.26	\$81,008.44	\$81,008.44	\$2,566,318.14
2026	\$75,255.18	\$41,989.94	\$117,245.11	\$1,324,409.38	\$214,971.70	\$137,982.16	\$76,989.54	\$76,989.54	\$2,428,335.99
2027	\$77,512.83	\$39,732.28	\$117,245.11	\$1,246,896.55	\$214,971.70	\$142,121.62	\$72,850.08	\$72,850.08	\$2,286,214.37
2028	\$79,838.22	\$37,406.90	\$117,245.11	\$1,167,058.33	\$214,971.70	\$146,385.27	\$68,586.43	\$68,586.43	\$2,139,829.10
2029	\$82,233.36	\$35,011.75	\$117,245.11	\$1,084,824.96	\$214,971.70	\$150,776.83	\$64,194.87	\$64,194.87	\$1,989,052.27
2030	\$84,700.36	\$32,544.75	\$117,245.11	\$1,000,124.60	\$214,971.70	\$155,300.13	\$59,671.57	\$59,671.57	\$1,833,752.14
2031	\$87,241.38	\$30,003.74	\$117,245.11	\$912,883.22	\$214,971.70	\$159,959.14	\$55,012.56	\$55,012.56	\$1,673,793.00
2032	\$89,858.62	\$27,386.50	\$117,245.11	\$823,024.61	\$214,971.70	\$164,757.91	\$50,213.79	\$50,213.79	\$1,509,035.09
2033	\$92,554.38	\$24,690.74	\$117,245.11	\$730,470.23	\$214,971.70	\$169,700.65	\$45,271.05	\$45,271.05	\$1,339,334.44
2034	\$95,331.01	\$21,914.11	\$117,245.11	\$635,139.23	\$214,971.70	\$174,791.67	\$40,180.03	\$40,180.03	\$1,164,542.78
2035	\$98,190.94	\$19,054.18	\$117,245.11	\$536,948.29	\$214,971.70	\$180,035.42	\$34,936.28	\$34,936.28	\$984,507.36
2036	\$101,136.66	\$16,108.45	\$117,245.11	\$435,811.62	\$214,971.70	\$185,436.48	\$29,535.22	\$29,535.22	\$799,070.88
2037	\$104,170.76	\$13,074.35	\$117,245.11	\$331,640.86	\$214,971.70	\$190,999.57	\$23,972.13	\$23,972.13	\$608,071.31
2038	\$107,295.89	\$9,949.23	\$117,245.11	\$224,344.97	\$214,971.70	\$196,729.56	\$18,242.14	\$18,242.14	\$411,341.75
2039	\$110,514.76	\$6,730.35	\$117,245.11	\$113,830.21	\$214,971.70	\$202,631.45	\$12,340.25	\$12,340.25	\$208,710.30
2040	<u>\$113,830.21</u>	<u>\$3,414.91</u>	<u>\$117,245.11</u>	(\$0.00)	<u>\$214,972.35</u>	<u>\$208,711.04</u>	<u>\$6,261.31</u>	<u>\$6,261.31</u>	(\$0.74)
	\$2,200,000.00	\$1,082,863.18	\$3,282,863.18		\$3,869,491.25	\$2,956,616.77	\$1,669,490.51	\$912,874.48	

## Jack Davis

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**From:** Pickart, Bryce [bryce.pickart@metc.state.mn.us]  
**Sent:** Wednesday, October 31, 2012 11:23 AM  
**To:** Jack Davis  
**Subject:** RE: Wastewater Service Agreement and Construction Cooperation and Cost Sharing Agreement

Jack,

We'll move all the payments back one year (forgot to do that, as we did on SAC). We'll send you three new spreadsheets: (1) similar to current agreement, but linked to revised forecast; (2) constant annual payments, beginning in 2019; and (3) constant annual payments, beginning in 2024.

Are you talking to the City Council about the Viking "muck-out" option also?

Bryce

-----Original Message-----

**From:** Jack Davis [mailto:jack.davis@ci.east-bethel.mn.us]  
**Sent:** Wednesday, October 31, 2012 9:49 AM  
**To:** Pickart, Bryce  
**Subject:** RE: Wastewater Service Agreement and Construction Cooperation and Cost Sharing Agreement

Bryce,

We will be presenting these options to City Council on November 7, 2012. The following are questions that will be asked:

- 1.) Why will have to pay interest beginning January 2013 on a project that will not be operational and can this schedule be backed off until 2014, and
- 2.) Will payments (if the deferment option is not chosen) on the \$2.2 million be based on the number of SAC units connect or the forecasted schedule in your attachment. Thanks.

Jack

-----Original Message-----

**From:** Pickart, Bryce [mailto:bryce.pickart@metc.state.mn.us]  
**Sent:** Wednesday, October 10, 2012 3:43 PM  
**To:** Jack Davis  
**Cc:** Willett, Jason; Thompson, Leisa  
**Subject:** Wastewater Service Agreement and Construction Cooperation and Cost Sharing Agreement

Jack,

I have drafted the attached amendments to each agreement, which restructures financing to be more favorable to the City in the early years, without changing the net present value of the SAC computation nor the cost sharing. The first amendment also addresses grandparenting Castle Towers and Village Green. Backup spreadsheets are also attached.

Please review and comment. Thanks.

-Bryce-



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

November 7, 2012

\*\*\*\*\*

**Agenda Item Number:**

8.0 G.2

\*\*\*\*\*

**Agenda Item:**

Liquor License Refund

\*\*\*\*\*

**Requested Action:**

Consider a request from Troy Parker for a Liquor License refund

\*\*\*\*\*

**Background Information:**

Troy Parker paid his City Liquor License fee on July 9 , 2012. On or about August 19, 2012 Mr. Parker closed Fatboy’s Bar & Grill and is requesting a pro-rated refund of this City Liquor License fee of \$3,700 due to his claim of a “recent illness and hospitalization”.

City ordinance, Alcoholic Beverages, Section 6-54 reads:

No part of the fee paid for any license issued under this article shall be refunded except in the following instances upon application to the city council within 30 days from the happening of the event. There shall be refunded a pro rata portion of the fee for the unexpired period of the license, computed on a monthly basis when operation of the licensed business ceases not less than one month before expiration of the license because of:

- (1) Destruction or damage of the licensed premises by fire or other catastrophe that the licensee shall cease to carry on the licensed business;
- (2) The licensee's illness which can reasonably be expected to prohibit him from being actively engaged in the licensed business for the remainder of the period of the license;
- (3) The licensee's death;
- (4) A change in the legal status of the city, or some other event making it unlawful for the licensee to carry on the licensed business under his license, except when such license is revoked.

Even though there is a condition in the City Ordinance that addresses license refunds for medical reasons , there is no description or provision as to how this claim for illness is to be substantiated. Staff is of the opinion that additional documentation be required to supplement the single source medical diagnosis supplied by the applicant for the refund in order to determine the reasonableness of the request.

At the October 17, 2012 meeting, Council directed staff to request more documentation from the applicant for the illness claim and provide that information within 30 days to the City. Staff contacted Mr. Parker and Mr. Parker did not supply any additional documentation. The attached e-mail represents Mr. Parker’s response to our request.

The City has never refunded a liquor license fee.

\*\*\*\*\*

**Attachment(s):**

E-mail correspondence

\*\*\*\*\*

**Fiscal Impact:**

Approval of this request would entitle Mr. Parker to a refund of \$3,083.33. Should a refund be approved, staff recommends that the refund, at the very minimum, be reduced in an amount equal to the time over and above the ordinary effort that was required in the issuance of Mr. Parker's 2012-2013 City Liquor License. This cost for the additional time for the City Administrator and City Clerk to accommodate Mr. Parker that was spent on this application is estimated to be \$556.50.

\*\*\*\*\*

**Recommendation(s):**

The City Attorney has indicated (see attached correspondence) that we have no way to verify the claimed medical condition and if that condition had any impact on the operation of the business. Staff is seeking direction from Council on this matter.

\*\*\*\*\*

**City Council Action**

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vote Yes:\_\_\_\_\_

Vote No:\_\_\_\_\_

No Action Required:\_\_\_\_\_

## Jack Davis

---

**From:** Troyparker5 [troyparker5@msn.com]  
**Sent:** Friday, October 19, 2012 12:31 PM  
**To:** Jack Davis  
**Subject:** RE: Fatboys Bar & Grill

Jack. as a owner im not eligible for workmans comp and the ordinance dosent require a second opinion once a doctor has determined a disability. I deserve better treatment then this for being a major taxpayer in your county for 8 years. Troy

Sent from my Samsung Epic™ 4G Touch

Jack Davis <[jack.davis@ci.east-bethel.mn.us](mailto:jack.davis@ci.east-bethel.mn.us)> wrote:

Troy,

Your request was presented to City Council at their October 17, 2012 meeting. Council has requested any additional documentation you can provide to support your claim.....workman's comp disability rating, second opinion, etc. . Please submit this information within 30 days and Council can reconsider this request at their December 5, 2012 meeting.

Jack

---

**From:** TROY PARKER [<mailto:troy Parker5@msn.com>]  
**Sent:** Tuesday, September 04, 2012 7:14 AM  
**To:** Jack Davis; Richard Lawrence; Robert H. DeRocheJr; Heidi Moegerle  
**Subject:** Fatboys Bar & Grill

Mr. Davis , Mayor Lawrence & City Council :

As you are aware of , after 8 years in business in your city i have closed the restaurant. It has been a battle to say the least with the changing business environments in the last few year but it comes with great sorrow that i discontinue operations. I am sure you know i was a hands on owner that required my involvement in excess of 16 hours a day, my decision to close was based on that required involvement and the way it effected my health and with recent illnesses and hospitalization i can no longer continue that rigorous schedule and be actively engaged in the business.

The liquor license was just renewed in July and i ask that you prorate the license fee and refund the difference for the remaining 10 months, you can mail the check to po box 34, cedar ,mn , 55011.

Sincerely,

Troy Parker

General Manager/President

## Jack Davis

---

**From:** TROY PARKER [troyparker5@msn.com]  
**Sent:** Tuesday, September 04, 2012 7:14 AM  
**To:** Jack Davis; Richard Lawrence; Robert H. DeRocheJr; Heidi Moegerle  
**Subject:** Fatboys Bar & Grill

Mr. Davis , Mayor Lawrence & City Council :

As you are aware of , after 8 years in business in your city i have closed the restaurant. It has been a battle to say the least with the changing business environments in the last few year but it comes with great sorrow that i discontinue operations. I am sure you know i was a hands on owner that required my involvement in excess of 16 hours a day, my decision to close was based on that required involvement and the way it effected my health and with recent illnesses and hospitalization i can no longer continue that rigorous schedule and be actively engaged in the business.

The liquor license was just renewed in July and i ask that you prorate the license fee and refund the difference for the remaining 10 months, you can mail the check to po box 34, cedar ,mn , 55011.

Sincerely,

Troy Parker  
General Manager/President

## Jack Davis

---

**From:** Jack Davis  
**Sent:** Saturday, September 22, 2012 7:19 AM  
**To:** 'richard.lawrence@ci.east-bethel.mn.us'; 'William Boyer'; Robert H. DeRocheJr; Heidi Moegerle; Steve Voss; 'Andy Pratt'  
**Subject:** Troy Parker

Troy Parker is attempting to claim that medical conditions have forced him to close Fatboys in an effort to seek a refund on his City Liquor License. City Code states:

### Sec. 6-54. - License fees.

(a)

Each application for a license shall be accompanied by a receipt from the city clerk-treasurer for payment in full of the required fee for the license. All fees shall be paid into the general fund of the city. Upon rejection of any application for a license, the clerk-treasurer shall refund the amount paid.

(b)

All licenses shall expire on July 1 of each year. Each license shall be issued for a period of one year except that if a portion of the license year has elapsed when the application is made, a license may be issued for the remainder of the year for a pro rata fee. In computing such fee, any unexpired fraction of a month shall be counted as one month.

(c)

The annual fees for "on sale" and "off sale" licenses shall be established by city council resolution from time to time and filed in the city clerk-treasurer's office. The annual fee for a club license shall also be determined by city council, a portion of which shall be considered a local license fee.

(d)

No part of the fee paid for any license issued under this article shall be refunded except in the following instances upon application to the city council within 30 days from the happening of the event. There shall be refunded a pro rata portion of the fee for the unexpired period of the license, computed on a monthly basis when operation of the licensed business ceases not less than one month before expiration of the license because of:

(1)

Destruction or damage of the licensed premises by fire or other catastrophe that the licensee shall cease to carry on the licensed business;

(2)

The licensee's illness which can reasonably be expected to prohibit him from being actively engaged in the licensed business for the remainder of the period of the license:

(3)

The licensee's death;

(4)

A change in the legal status of the city, or some other event making it unlawful for the licensee to carry on the licensed business under his license, except when such license is revoked.

*(Ord. No. 116, pt. B, § 4, 4-5-1978; Ord. No. 201, § 3, 12-7-2005)*

Sec. 6-54 (d) (2) indicates an illness condition that would permit a refund. However, there is no policy or procedure in place that enables the City to substantiate a claim of this nature. This is something that needs to be considered as we move forward in this matter.

Jack

**Jack Davis**

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**From:** Mark Vierling [MVierling@eckbergglammers.com]  
**Sent:** Thursday, October 11, 2012 3:32 PM  
**To:** Jack Davis  
**Subject:** RE: Fatboys Bar & Grill

Jack,

We have no way to verify his medical condition and whether that had any impact at all on his operations of the Bar. Given that we are not in the position to make any recommendation on the matter

Mark J. Vierling, Esq.  
Eckberg, Lammers, Briggs, Wolff & Vierling, P.L.L.P.

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**From:** Jack Davis [mailto:jack.davis@ci.east-bethel.mn.us]  
**Sent:** Thursday, October 11, 2012 2:20 PM  
**To:** Mark Vierling  
**Subject:** FW: Fatboys Bar & Grill

Mark,

Mr. Parker has inquired regarding his request for a pro rated reimbursement for his liquor license. Other than obtaining a second opinion or providing verifiable information that his condition was pre-existing prior to his decision to close, do you have any further recommendations as to a response to Mr. Parker. Thanks.

Jack

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**From:** Mark Vierling [mailto:MVierling@eckbergglammers.com]  
**Sent:** Tuesday, October 02, 2012 3:59 PM  
**To:** Jack Davis  
**Subject:** FW: Fatboys Bar & Grill

Hi!

Perhaps tomorrow if you get time we can talk this item over in advance of the meeting.

Thanks

Mark J. Vierling, Esq.  
Eckberg, Lammers, Briggs, Wolff & Vierling, P.L.L.P.

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**From:** Andy Pratt  
**Sent:** Tuesday, October 02, 2012 12:28 PM  
**To:** Mark Vierling  
**Subject:** FW: Fatboys Bar & Grill

Mark:

After we went over the Aggressive Hydraulics public hearing information, Jack forwarded me this email sent last month from Troy Parker. Jack added that Mr. Parker later sent him a doctor's note which went into fuller detail as to the illness. Section 6-54 of the City Code allows for a pro rata refund of liquor licenses if the licensee has an "illness which can reasonably be expected to prohibit him from being actively engaged in the licensed business for the remainder of the period of the license." There is no elaboration as to how that is substantiated. I would think that the licensee would

have to affirmatively waive his federal law right to privacy in that health information; the City could not require intimate health information to be shared with it to substantiate this refund exception. But on the other hand, licensees shouldn't be able to hide behind the federal law privacy issue to get a refund without any explanation. I don't know quite how to fall on this matter. Jack added that besides this email and the doctor's note, Mr. Parker has not followed up with the City at all on a refund, so maybe he will let it go.

On another matter, Jack also mentioned a potential issue with written notification of 14 businesses in the City that will have to hook up to the new sewer system. Jack thinks there might be issues with the City's ordinance regarding required hook-up language, including penalties if someone refuses to hook up. The City would like to send out more formal notifications of the project and what the probable WAC/SAC charges will be. There might need to be some Code research done and subsequent action items.

Andy

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**From:** Jack Davis [<mailto:jack.davis@ci.east-bethel.mn.us>]  
**Sent:** Tuesday, October 02, 2012 11:59 AM  
**To:** Andy Pratt  
**Subject:** FW: Fatboys Bar & Grill

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**From:** TROY PARKER [<mailto:troyparker5@msn.com>]  
**Sent:** Tuesday, September 04, 2012 7:14 AM  
**To:** Jack Davis; Richard Lawrence; Robert H. DeRocheJr; Heidi Moegerle  
**Subject:** Fatboys Bar & Grill

Mr. Davis , Mayor Lawrence & City Council :

As you are aware of , after 8 years in business in your city i have closed the restaurant. It has been a battle to say the least with the changing business environments in the last few year but it comes with great sorrow that i discontinue operations. I am sure you know i was a hands on owner that required my involvement in excess of 16 hours a day, my decision to close was based on that required involvement and the way it effected my health and with recent illnesses and hospitalization i can no longer continue that rigorous schedule and be actively engaged in the business.

The liquor license was just renewed in July and i ask that you prorata the license fee and refund the difference for the remaining 10 months, you can mail the check to po box 34, cedar ,mn , 55011.

Sincerely,

Troy Parker  
General Manager/President



# City of East Bethel City Council Agenda Information

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**Date:**

November 7, 2012

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**Agenda Item Number:**

Item 10.0 A

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**Agenda Item:**

Closed Session – Veteran’s Preference Litigation

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**Requested Action:**

Consider closing the regular session for an Attorney/Client discussion regarding the current Veteran’s Preference litigation.

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**Background Information:**

The session is closed pursuant to Minnesota Statutes 13D.05, Subd. 3.

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**Fiscal Impact:**

None

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**Recommendation(s):**

Staff is recommending closing the regular session to closed session pursuant to Minnesota Statutes 13D.05, Subd 3 for a discussion of the pending Veteran’s Preference litigation.

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**City Council Action**

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

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Vote Yes:\_\_\_\_\_

Vote No:\_\_\_\_\_

No Action Required:\_\_\_\_\_



## **PUBLIC FORUM SIGN UP SHEET**

November 7, 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.

<b>NAME</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>TOPIC</b>

