

City of East Bethel

City Council Agenda

Regular Council Meeting – 7:30 p.m.

Date: October 17, 2012



- | | Item | |
|------------|-------------|--|
| 7:30 PM | 1.0 | Call to Order |
| 7:31 PM | 2.0 | Pledge of Allegiance |
| 7:32 PM | 3.0 | Adopt Agenda |
| 7:33 PM | 4.0 | Presentation |
| Page 1 | A. | Joe Pelawa for Service on Planning Commission |
| Page 2 | B. | Jared Trost for Service on Upper Rum River Watershed Management Organization |
| 7:40 PM | 5.0 | Report |
| Page 3 | A. | Sheriff's Report |
| 7:45 PM | 6.0 | Public Forum |
| 8:00 PM | 7.0 | Consent Agenda |
| | | <i>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</i> |
| Page 7-10 | A. | Approve Bills |
| Page 11-25 | B. | Meeting Minutes, October 3, 2012, Regular Meeting |
| | C. | Fire Department Shared Services Study Grant |
| | D. | Fire Department Community Resilience Innovation Challenge Grant |
| Page 26-31 | E. | Approve Jackson Street Materials Testing Contract |
| Page 32-33 | F. | Pay Estimate #2 to North Valley for the Coon Lake Beach and Miscellaneous Overlay Projects |
| | | New Business |
| | 8.0 | Commission, Association and Task Force Reports |
| | A. | Economic Development Authority |
| | B. | Planning Commission |
| | C. | Park Commission |
| | D. | Road Commission |
| | 9.0 | Department Reports |
| | A. | Community Development |
| | B. | Engineer |
| | C. | Attorney |
| | D. | Finance |
| 8:05 PM | | |
| Page 34-39 | 1. | 2013 Budget Discussion |
| 8:30 PM | E. | Public Works |
| Page 40-43 | 1. | Cemetery Regulations |
| Page 44-46 | 2. | Lighting Options for City Hall Sign |

8:45 PM
Page 47-50

- F. Fire Department
 - 1. Monthly Report

8:50 PM
Page 51-52
Page 53-68
Page 69-75

- G. City Administrator
 - 1. Electronic Reader Board Bids
 - 2. Building Inspections Services Contract
 - 3. Liquor License Refund

10.0 Other

- 9:15 PM A. Council Reports
- 9:25 PM B. Other

9:30 PM **11.0 Adjourn**



City of East Bethel City Council Agenda Information

Date:

October 17, 2012

Agenda Item Number:

Item 4.0 A

Agenda Item:

Joe Pelawa - Recognition of Service on Planning Commission

Requested Action:

Recognize Joe Pelawa for his service to the City of East Bethel on the Planning Commission.

Background Information:

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.

Fiscal Impact:

None at this time.

Recommendation(s):

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

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

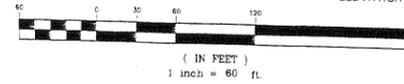
PRELIMINARY PLAT -of- CLASSIC COMMERCIAL PARK 2ND ADDITION

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 (NAVD 88)

GRAPHIC SCALE



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.

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 of 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 21 minutes 55 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# 41576
- ⊙ 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
- (XXXX 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.
- Pending and utilities shown per field location and proposed utility plans by Plow 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 Abtractors, dated March 27, 2012. Commitment No. 112-04016.

ZONING INFORMATION

EXISTING ZONING = HIGHWAY COMMERCIAL (B-3) DISTRICT

LOT STANDARDS:
 - 23,000sq. 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

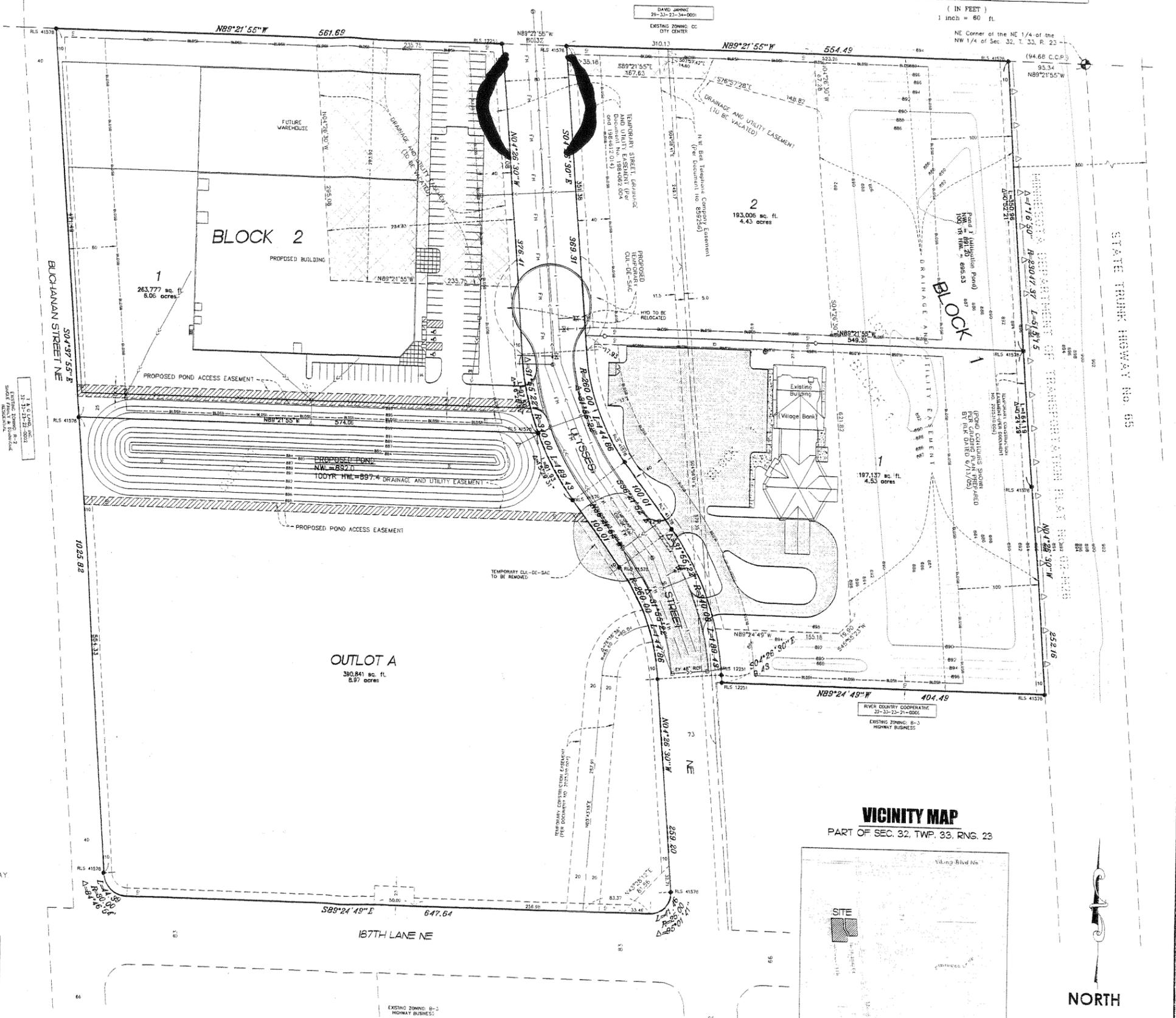
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Jason E. Rud
 JASON E. RUD

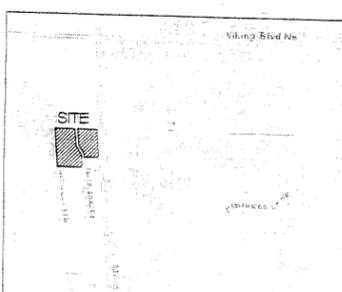
Date: 5/18/2012 License No. 41578

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

DRAWN BY:	BAR	JOB NO:	11597	DATE:	4/12/12
CHECK BY:	JEF	ISCANNED:			
NO.	DATE	DESCRIPTION	BY		
1	5/3/12	CITY COMMENTS	BAR		
2	5/14/12	CITY COMMENTS	BAR		
3	5/18/12	REVISE PROPOSED CUL-DE-SAC	BAR		



VICINITY MAP





City of East Bethel City Council Agenda Information

Date:

October 17, 2012

Agenda Item Number:

Item 4.0 B

Agenda Item:

Jared Trost - Recognition of Service on Upper Rum River Watershed Management Organization

Requested Action:

Recognize Jared Trost for his service to the City of East Bethel on the Upper Rum River Watershed Management Organization.

Background Information:

Mr. Jared Trost served the City of East Bethel as a 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.

Fiscal Impact:

None at this time.

Recommendation(s):

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

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____



City of East Bethel City Council Agenda Information

Date:

October 17, 2012

Agenda Item Number:

Item 5.0 A

Agenda Item:

Monthly Sheriff's Report

Requested Action:

Information Only

Background Information:

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

Fiscal Impact:

None

Recommendation(s):

Information Only

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required: X

Anoka County Sheriff's Office Report September 2012

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. 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, unless 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.



Payments for Council Approval October 17, 2012

Bills to be Approved for Payment	\$123,144.40
Electronic Payments	\$21,277.83
Payroll City Staff - October 11, 2012	\$28,497.33
Total to be Approved for Payment	\$172,919.56

City of East Bethel

October 17, 2012

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Arena Operations	Bldg/Facility Repair Supplies	104873	Class C Components	615	49851	731.13
Arena Operations	Bldg/Facility Repair Supplies	35885-IN	Sport Systems Unlimited Corp	615	49851	208.41
Arena Operations	Bldgs/Facilities Repair/Maint	31128036	Trane U.S. Inc.	615	49851	875.00
Arena Operations	Bldgs/Facilities Repair/Maint	092612	Wright-Hennepin Coop Electric	615	49851	21.32
Arena Operations	Bldgs/Facilities Repair/Maint	092612	Wright-Hennepin Coop Electric	615	49851	963.75
Arena Operations	Electric Utilities	092112	Connexus Energy	615	49851	522.31
Arena Operations	Professional Services Fees	50	Gibson's Management Company	615	49851	6,464.40
Arena Operations	Telephone	100112	CenturyLink	615	49851	113.60
Assessing	Professional Services Fees	090112	Kenneth A. Tolzmann	101	41550	11,451.00
Building and Inspections	Inspection Services	100112	Brian Nelson Inspection Svcs	101		821.25
Building and Inspections	Inspection Services	100112	Brian Nelson Inspection Svcs	101		525.00
Central Services/Supplies	Information Systems	216531	City of Roseville	101	48150	2,140.16
Central Services/Supplies	Information Systems	10 2012	Midcontinent Communications	101	48150	1,278.00
Central Services/Supplies	Legal Notices	IQ 01805101	ECM Publishers, Inc.	101	48150	184.50
Central Services/Supplies	Office Equipment Rental	212461479	Loffler Companies, Inc.	101	48150	479.10
Central Services/Supplies	Office Supplies	625128921001	Office Depot	101	48150	5.65
Central Services/Supplies	Office Supplies	626349208001	Office Depot	101	48150	54.66
Central Services/Supplies	Office Supplies	626875066001	Office Depot	101	48150	40.30
Central Services/Supplies	Printing and Duplicating	3479	Print Plus, Inc.	101	48150	61.24
Central Services/Supplies	Telephone	100112	CenturyLink	101	48150	237.10
City Administration	Office Supplies	626089213001	Office Depot	101	41320	14.79
Economic Development Authority	Legal Notices	IQ 01805415	ECM Publishers, Inc.	232	23200	51.25
Engineering	Architect/Engineering Fees	30711	Hakanson Anderson Assoc. Inc.	101	43110	654.92
Engineering	Architect/Engineering Fees	30711	Hakanson Anderson Assoc. Inc.	101	43110	229.96
Engineering	Architect/Engineering Fees	30711	Hakanson Anderson Assoc. Inc.	101	43110	639.92
Engineering	Architect/Engineering Fees	30711	Hakanson Anderson Assoc. Inc.	101	43110	320.00
Fire Department	Bldgs/Facilities Repair/Maint	092612	Wright-Hennepin Coop Electric	101	42210	5.32
Fire Department	Electric Utilities	092112	Connexus Energy	101	42210	863.78
Fire Department	Fire Pension Contrib.-State	100112	East Bethel Fire Relief	101	42210	39,896.39
Fire Department	Fire Pension Contribution-City	092612	East Bethel Fire Relief	231	42210	4,000.00
Fire Department	Personnel Advertising	44786	The Courier	101	42210	138.00
Fire Department	Personnel/Labor Relations	758642	LexisNexis Occ Health Solution	101	42210	185.85
Fire Department	Telephone	100112	CenturyLink	101	42210	410.35
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	14877	GHP Enterprises, Inc.	101	41940	368.72
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	455408-09-30	Premium Waters, Inc.	101	41940	7.14
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	120865	Robert B. Hill Company	101	41940	19.24
General Govt Buildings/Plant	Electric Utilities	092112	Connexus Energy	101	41940	1,185.95
Jackson MSA Street Project	Architect/Engineering Fees	30704	Hakanson Anderson Assoc. Inc.	402	40326	5,060.53
Legal	Legal Fees	09 2012	Eckberg, Lammers, Briggs,	101	41610	7,538.06
Mayor/City Council	Professional Services Fees	12-355	North Suburban Access Corp	101	41110	120.00
MSA Street Construction	Architect/Engineering Fees	30705	Hakanson Anderson Assoc. Inc.	402	40200	1,548.72
Park Capital Projects	Bldgs/Facilities Repair/Maint	2012297	Minnesota/Wisconsin Playground	407	40700	4,495.16
Park Maintenance	Clothing & Personal Equipment	470133873	Cintas Corporation #470	101	43201	48.51
Park Maintenance	Clothing & Personal Equipment	470137052	Cintas Corporation #470	101	43201	48.51
Park Maintenance	Electric Utilities	092112	Connexus Energy	101	43201	512.40
Park Maintenance	Office Supplies	626089213001	Office Depot	101	43201	58.87
Payroll	Union Dues	10 2012	MN Teamsters No. 320	101		602.00

City of East Bethel

October 17, 2012

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Planning and Zoning	Expenses charged to escrow	PR12748	Infrastructure Technologies	816		3,225.00
Planning and Zoning	Office Supplies	626875066001	Office Depot	101	41910	15.22
Planning and Zoning	Personnel Advertising	A13584204	Star Tribune	101	41910	1,551.00
Planning and Zoning	Professional Services Fees	578	Flat Rock Geographics, LLC	101	41910	744.19
Police	General Operating Supplies	199538	J. P. Cooke Company	101	42110	113.00
Police	Professional Services Fees	47948	Gopher State One-Call	101	42110	4.35
Police	Professional Services Fees	09 2012	Gratitude Farms	101	42110	467.03
Recycling Operations	Electric Utilities	092112	Connexus Energy	226	43235	135.39
Recycling Operations	Professional Services Fees	10 2012	Cedar East Bethel Lions	226	43235	1,000.00
Recycling Operations	Refuse Removal	1244-IN	PPL Industries	226	43235	150.00
Sewer Operations	Bldgs/Facilities Repair/Maint	092612	Wright-Hennepin Coop Electric	602	49451	24.53
Sewer Operations	Chemicals and Chem Products	3391928 RI	Hawkins, Inc	602	49451	3,491.61
Sewer Operations	Chemicals and Chem Products	3392245 RI	Hawkins, Inc	602	49451	10.00
Sewer Operations	Electric Utilities	092112	Connexus Energy	602	49451	1,089.09
Sewer Utility Capital Projects	Architect/Engineering Fees	30709	Hakanson Anderson Assoc. Inc.	434	49455	143.88
Sewer Utility Capital Projects	Architect/Engineering Fees	30710	Hakanson Anderson Assoc. Inc.	434	49455	360.00
Street Capital Projects	Architect/Engineering Fees	30706	Hakanson Anderson Assoc. Inc.	406	40600	4,278.12
Street Maintenance	Bldgs/Facilities Repair/Maint	470133873	Cintas Corporation #470	101	43220	27.20
Street Maintenance	Bldgs/Facilities Repair/Maint	470137052	Cintas Corporation #470	101	43220	27.20
Street Maintenance	Bldgs/Facilities Repair/Maint	455408-09-30	Premium Waters, Inc.	101	43220	7.14
Street Maintenance	Bldgs/Facilities Repair/Maint	092612	Wright-Hennepin Coop Electric	101	43220	21.29
Street Maintenance	Clothing & Personal Equipment	470133873	Cintas Corporation #470	101	43220	47.91
Street Maintenance	Clothing & Personal Equipment	470137052	Cintas Corporation #470	101	43220	47.91
Street Maintenance	Electric Utilities	092112	Connexus Energy	101	43220	1,705.93
Street Maintenance	Motor Vehicle Services (Lic d)	181439	Boyer Ford Trucks	101	43220	3,372.92
Street Maintenance	Motor Vehicles Parts	1539-174080	O'Reilly Auto Stores Inc.	101	43220	87.80
Street Maintenance	Repairs/Maint Machinery/Equip	150006944	Pomp's Tire Service, Inc.	101	43220	352.74
Street Maintenance	Street Maint Materials	8508308	TrueNorth Steel	101	43220	12.61
Street Maintenance	Telephone	100112	CenturyLink	101	43220	68.63
Water Utility Capital Projects	Architect/Engineering Fees	30707	Hakanson Anderson Assoc. Inc.	433	49405	504.95
Water Utility Capital Projects	Architect/Engineering Fees	30708	Hakanson Anderson Assoc. Inc.	433	49405	836.85
Water Utility Capital Projects	Architect/Engineering Fees	30709	Hakanson Anderson Assoc. Inc.	433	49405	143.88
Water Utility Capital Projects	Electric Utilities	092112	Connexus Energy	433	49405	174.34
Water Utility Operations	Bldgs/Facilities Repair/Maint	092612	Wright-Hennepin Coop Electric	601	49401	26.67
Water Utility Operations	Electric Utilities	092112	Connexus Energy	601	49401	388.77
Water Utility Operations	Telephone	100112	CenturyLink	601	49401	111.03
	Sales and Use Tax Remittance	101712	Minnesota Revenue	101		374.00
	Unclaimed Property Remittance	092112	MN Department of Commerce	101		1,800.00
						\$123,144.40

City of East Bethel

October 17, 2012

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Electronic Payments						
Payroll	PERA					\$5,144.54
Payroll	Federal Withholding					\$5,117.04
Payroll	Medicare Withholding					\$1,279.12
Payroll	FICA Tax Withholding					\$4,587.19
Payroll	State Withholding					\$2,139.00
Payroll	MSRS					\$3,010.94
						\$21,277.83



City of East Bethel City Council Agenda Information

Date:

October 17, 2012

Agenda Item Number:

Item 7.0 A-F

Agenda Item:

Consent Agenda

Requested Action:

Consider approving Consent Agenda as presented

Background Information:

Item A

Bills/Claims

Item B

Meeting Minutes, October 3, 2012 Regular City Council

Meeting minutes from the October 3, 2012 Regular City Council Meeting are attached for your review and approval.

Item C

Fire Department Shared Services Study Grant

The Minnesota State Fire marshal's Office has announced a grant program for Fire Departments to study "Shared Services" with other Fire Departments and Jurisdictions.

Shared Services refers to any number of methods where fire and rescue service organizations are doing something together to become more effective or more efficient. The shared service concept does not necessarily mean a savings in terms of money nor does it mean that fire departments must formally merge together to be able to share services.

Staff is seeking direction to apply for this grant to study the benefit of sharing fire and emergency services with neighboring Fire Departments and Cities. The Ham Lake Fire Department has agreed to participate in this study while other Fire Departments are considering the joining the study. The outcome of this study does NOT, in any way, compel the City of East Bethel to implement any of the recommendations. This study is to look at additional shared services only and is not intended as a vehicle to create a Fire District. There are NO matching funds required for this grant.

The study should take into account the following subjects:

- Funding sources for operation of the fire departments, cooperative training among component departments, and equipment procurement.

- Efficiency and effectiveness of emergency response and overall benefit to the population served,
- An analysis of best practices in the creation and functioning of public safety-related shared services delivery models.
- A preliminary set of operating procedures for cooperative shared fire and rescue service systems.

It is anticipated that the cost for this study could be as high as \$25,000. If awarded, a cooperative RFP would be released for expert consultants to respond to.

This grant is due by 4:00 PM CST November 16, 2012

Item D

Fire Department Community Resilience Innovation Challenge Grant
 FEMA and The Rockefeller Foundation have announced a grant program; “Community Resilience Innovation Challenge” to fund activities that range from establishing a way to train neighborhoods to prepare and take care of themselves and others in an emergency situation to co-hosting initiatives with the private sector to actively involve businesses and organizations to improve preparedness programs, from involving children and youth through educational programs and activities to sponsoring drills for local hazards.

Construction of facilities is not allowed in the grant program.

The 2012 Challenge will, in particular, focus on initiatives that bring relatively small, local neighborhood organizations together with established institutions and organizations to further community resilience.

Staff is asking direction to apply for this grant. The proposal will include the creation of a Community Emergency Response Team (CERT), training for this Citizen group, a Public Safety Citizen’s Academy, business awareness of hazards and response, education of our youth and Senior Citizens, and overall awareness of disasters that are possible in the City of East Bethel.

The Retired Firefighter group of the East Bethel Fire department has indicated their support of this grant program.

There are NO matching funds required for this grant program. This grant program covers one year. The limit of funds available from this grant program is \$35,000 per proposal.

This grant proposal must be postmarked October 26, 2012 or emailed by 11:59 pm PDT.

Item E

Approve Jackson Street Materials Testing Contract

Approve Proposal from Northern Technologies, Inc. for material testing services for the Jackson Street Reconstruction Project. Staff requested three quotes for the material testing for the Jackson Street Reconstruction Project. Two quotes were received and are summarized as follows:

Northern Technologies, Inc.	\$8,360
American Engineering Testing, Inc.	\$10,410

Council approved a budget of \$9,500 for this work. Payment for this project will be financed 100 percent from the Municipal State Aid Fund. Staff recommends approving the proposal from Northern Technologies, Inc. in the amount not to exceed \$8,360 for material testing services for the Jackson Street Reconstruction Project. A copy of Northern Technologies, Inc. proposal is attached.

Item F

Pay Estimate #2 for the Coon Lake Beach and Miscellaneous Overlay Projects

This item includes Pay Estimate #2 to North Valley, Inc. for the Coon Lake Beach and Miscellaneous Overlay Projects. This pay estimate includes payment for bituminous pavement in the Coon Lake Beach plat, the 187th Lane bituminous overlay and the pavement reclamation and paving on 245th Avenue. Staff recommends partial payment of \$295,990.90. A summary of the recommended payment is as follows:

Total Work Completed to Date	\$ 613,686.94
Less 5% Retainage	\$ 30,684.35
Less Previous Payments	<u>\$ 287,011.69</u>
Total payment	\$ 295,990.90

Payment for this project will be financed from the streets capital fund. Funds are available and appropriate for this project. A copy of Pay Estimate #2 is attached.

Fiscal Impact:

As noted above

Recommendation(s):

Recommend approval of the Consent Agenda as presented.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

EAST BETHEL CITY COUNCIL MEETING

October 3, 2012

The East Bethel City Council met on October 3, 2012 at 7:30 PM for their regular meeting at City Hall.

MEMBERS PRESENT: Bob DeRoche Richard Lawrence Heidi Moegerle
Steve Voss

MEMBERS ABSENT: Bill Boyer

ALSO PRESENT: Jack Davis, City Administrator
Mark Vierling, City Attorney
Stacy Kvilvang, Ehlers & Associates
Andrew Pratt, Eckberg, Lammers, Briggs, Wolff & Vierling
Craig Jochum, City Engineer

Call to Order **The October 3, 2012 City Council meeting was called to order by Mayor Lawrence at 7:30 PM.**

Adopt Agenda **Moegerle made a motion to adopt the October 3, 2012 City Council Agenda with the following amendments: move items 7.0 A.1 through 7.0 A.4 to be considered immediately after the public hearings and also addition of a closed session 9.0 C to discuss a personnel issue per Minnesota Statute 13.D subdivision 3. Lawrence seconded; all in favor, motion carries.**

Public Hearing – Adopting a Business Subsidy Policy and Criteria Davis explained that Stacie Kvilvang of Ehlers & Associates, the city's financial consultants will present some information on the Business Subsidy Policy Criteria and open the public hearing on this. Kvilvang, "Before you tonight is the formal public hearing on your providing a Business Subsidy Policy. Any time you provide assistance over \$150,000 it is considered a business subsidy and therefore you have to have a policy in place in order to do that. You have to have certain criteria in your policy. A job creation goal and a wage goal. Your preliminary business subsidy policy states that they must create one job within two years of the benefit date. And the job must pay at least 150% of the minimum wage that is in effect at the time. Currently minimum wage is \$7.25 so that would be \$11.00 an hour or about \$22,000 a year, exclusive of benefits. We did attach as an attachment an application for public assistance. The two items that were discussed in your work session were an application fee of \$3,000 and then an escrow deposit if they are going to proceed of \$10,000.

There were no public comments.

Moegerle made a motion to close the public hearing on adopting a business subsidy policy and criteria. DeRoche seconded; all in favor, motion carries.

Public Hearing – Proposed Establishment of Development District No. 1 and the Proposed Kvilvang, "In order to create a Tax Increment District within your community, you have to have what you call a development district. Essentially that is establishing the boundaries in which you are promoting development or re-development within your community. The map in your packets shows the borders along Highway 65 from 181st to 245th Avenue. It does delineate where the Aggressive Hydraulics project is located. That is the first step in your development program. Stating what your boundaries are. For public purpose you are creating that development district.

Adoption of the Development Program Therefor; the Proposed Establishment of Tax Increment Financing District No. 1-1, and the Proposed Adoption of the Tax Increment Financing Plan Therefor; and the Proposed Granting of a Business Subsidy and the Proposed Adoption of the Development Agreement Therefor

The second item before you is the creation of Tax Increment Financing District No. 1-1. This is to facilitate the development for Aggressive Hydraulics. It is going to be an economic development district. It will have a nine year term. If the first payment is 2014, we anticipate this district will be completed in 2022. If it is 2015, then it will be 2023. It is for a portion of a parcel that is listed in the plan on approximately 6.06 acres. The annual tax increment is approximately \$54,000 and the budget is listed in the TIF Plan as well. As we discussed that is a maximum budget, it does not dictate the amount of assistance you are providing. The form of financing is also listed in the TIF Plan, which is a Pay As You Go Note. Twice a year the receipts are distributed back to the city for receipt back to the development or whoever happens to hold that note. Two laws we have in the TIF is within four years we have to have some kind of qualifying activity happen. And the secondary item is the five year rule. All qualifying activity has to happen by five years.

The next item is the development agreement. The agreement with Aggressive Hydraulics. They are looking to construct a 60,000 square foot manufacturing facility. Construction must commence before the end of this year and be completed by December 31, 2013. As you know everything is set up for their closing to begin immediately. They are required to create one full-time job at 150% of the minimum wage within two years, which they have agreed to. Essentially the other thing they have in there is called a claw back in the business subsidy law, so they have to maintain or own that business in that spot for five years or if something happens they are subject to percentages of the subsidy they received. You will be issuing a Pay As You Go TIF Note to them, who they will be assigning to Village Bank who is providing them with \$225,000 in upfront cash to help the project move forward. They will hold that note and it will be paid over time at a 5% interest rate. That note will be paid from 90% of the Tax Increment generated from the project or the nine years, the other 10% will go back to the city to cover any administrative costs that you have or any other projects that you want to do that you can use those funds for.

Aggressive Hydraulics is required to execute a minimum assessment agreement. That will be for \$3,000,000. That is essentially \$50 a square foot. The reason we have this in place is to protect the note holder. Because as long as that is out there, it is pretty much guaranteed that those monies will be out there to pay on that note.

Not part of this public hearing, but the last resolution you have for approval is the Interfund Loan Resolution. I know you discussed this at your Housing and Redevelopment Authority (HRA) meeting. That the HRA is borrowing funds to this TIF District with the hope or anticipation that you will be repaid back over time. So the City Council is ratifying that resolution as required by statute. One of the questions that came up at the HRA was the why would you charge interest? We always say it is your dollars and your funds and if you are not going to be paid back for a time, if you have the ability and you know the dollars are there you should charge no different than a bank so to speak, with regards to that. This is just a resolution that will go up to that amount and is required by statute.”

Voss made a motion to open the public hearing on the Proposed Establishment of Development District No. 1 and the Proposed Adoption of the Development Program Therefor; the Proposed Establishment of Tax Increment Financing District No. 1-1, and the Proposed Adoption of the Tax Increment Financing Plan Therefor; and the Proposed Granting of a Business Subsidy and the Proposed Adoption of the Development Agreement Therefor. Moegerle seconded; all in favor, motion carries.

There were no public comments.

Voss made a motion to close the public hearing on the Proposed Establishment of Development District No. 1 and the Proposed Adoption of the Development Program Therefor; the Proposed Establishment of Tax Increment Financing District No. 1-1, and the Proposed Adoption of the Tax Increment Financing Plan Therefor; and the Proposed Granting of a Business Subsidy and the Proposed Adoption of the Development Agreement Therefor. Lawrence seconded; all in favor, motion carries.

Res. 2012-61
Approving
Business
Subsidy Policy
& Criteria

Davis explained that Ms. Kvilvang has outlined the proposals and requirements for granting of a Business Subsidy Policy. Staff recommends approval of Resolution 2012-61 Approving the Business Subsidy Policy and Criteria.

Moegerle made a motion to adopt Resolution 2012-61 Approving the Business Subsidy Policy & Criteria. Voss seconded.

DeRoche, "I would like Ms. Kvilvang in as few words as possible to explain this to the people on the other side of this camera. They understand what the business subsidy is." Kvilvang, "The Business Subsidy Policy that you are stating and setting forth is at the minimum to have a job and wage goal requirement. So it is one job at 150% of the minimum wage and that is the policy you are putting in place. Along with some other things that are required statutorily. Your purpose in providing assistance and your criteria that you are using to evaluate proposals." DeRoche, "And this will not only affect Aggressive Hydraulics, but any other business that comes in the future will be under those same guidelines?" Kvilvang, "That is correct. So this is your policy and criteria. If anyone wants to do some type of development within your community they would have to fall within the guidelines of the policy and follow the guidelines before coming before the City Council." DeRoche, "Is this cut in stone, or can this be modified?" Kvilvang, "This is a policy, so it can be modified over time." Moegerle, "Does it require a public hearing to be modified?" Kvilvang, "Yes it does."

Moegerle, "I know one job has to be created, but we are setting the standard. Is that a low standard that is normally used or does it make sense to make it ten jobs?" Kvilvang, "It is a standard that is pretty typical that is utilized. It doesn't mean that just because you meet those requirements it is all you have to do. Where the "meat" comes is the development agreement. It may require more job creation, it may require other things above and beyond that." Davis, "Also, sometimes there are alternative forms of financing involved such as SBA Loans that have their own job requirements. I believe that Aggressive Hydraulics will be subject to SBA job requirements. So not only are they covered in our business subsidy policy, they are probably covered in other issuances." **All in favor, motion carries.**

Res. 2012-62
– Resolution
Establishing
Development
District No. 1
Therein and
Adopting a
Development
Program
Therefor; and
Establishing

Davis explained that Ms. Kvilvang has reviewed the requirements. Staff is recommending adoption of 2012-62 Resolution Establishing Development District No. 1 Therein and Adopting a Development Program Therefor; and Establishing Tax Increment Financing District No. 1-1 Therein and Adopting a Tax Increment Financing Plan Therefor.

Voss made a motion to adopt Resolution 2012-62 Resolution Establishing Development District No. 1 Therein and Adopting a Development Program Therefor; and Establishing Tax Increment Financing District No. 1-1 Therein and Adopting a Tax Increment Financing Plan Therefor. Lawrence seconded. DeRoche, "The only concern I had was I am wondering why this wasn't separated. The 1-1 District and the one development. This is all the way from 181st to 245th, correct?" Davis, "That is correct. This

defines the boundary in which TIF projects can occur in the future.” DeRoche, “And from what I have read and seen over time here, we are really pushing for manufacturing and industrial. And I don’t know if that is going to serve our purpose. And I thought at our last meeting it was discussed about it going that far up. And I thought if we only went to Sims, and then after a while if we decided we wanted to go up to 245th we would have to pay fees or whatever. I can’t quite figure out in my mind why we are going border to border, when we are not sure where we are even heading.”

Davis, “This had to be presented to the Planning Commission to ensure that this was in compliance with the city’s Comprehensive Plan. The Planning Commission reviewed the TIF boundary and agreed it was in compliance with the Comprehensive Plan. One of the reasons we are recommending it be the entire corridor at this time is most of our TIF Projects will probably be related to industrial or manufacturing type activities. The zoned use for those occurs around 221st Avenue and between 237th and 245th. This makes it where we don’t need to recreate another district if we get any prospects up there. To recreate another development boundary would cost at least \$2,500 or higher.”

DeRoche, “I don’t understand why we are not trying to focus on the mile and a half where we have this water currently instead of just opening everything up? If it was me, and I had the choice of putting my business in the sewer district or up here where I wouldn’t have to hook up?” Moegerle, “I think it is a two-prong attack. The sewer district will attract a certain type of business. We hope it is restaurants and those types of things. But this says we are open to manufacturing and those types of businesses. What a great thing. I think it adds more options to us and makes us more attractive if we have that full area.” Davis, “Also too, we will have the possibilities of certain sewer services from 237th Avenue on south. And even the potential for some extension of that to some of the undeveloped properties north of 237th with the construction of the forcemain to Castle Towers/Whispering Aspen.” DeRoche, “You made the assumption that if we do it once, and then we do it again, and again, and again. My thought was, we create this, we get Aggressive Hydraulics in, we get them taken care of and then if down the road we want to do an expansion, we can. We don’t have to do this 4, 5 or 6 times.”

Voss said this is only if a business is interested in a TIF District. It is strictly related to TIF financing. Our zoning ordinance directs where development is going to happen. Voss said this is strictly related to the TIF Funding. It has nothing to do with development. DeRoche, “The development district is from 181st to 245th.” Voss said it has nothing to do with whether development is going to occur. DeRoche, “This is a matter of opinion.” Davis, “Just as an example say if we had a light manufacturing that wanted to develop in East Bethel, the only place we could locate them is at 221st or between 237th and 245th. Those are the only areas that are zoned industrial. Everything in the sewer district is zoned either high-density residential or B-2/B-3 Business.”

DeRoche, “It was my understanding that the Comprehensive Plan was coming up for review again because that was something we were going to do every year. I would be curious who has read the Comprehensive Plan cover to cover and sees what the plan was. I know I did and I know Moegerle has. But, since that was written in 2007 a lot of things have happened that we need to make changes.” Davis, “The comp plan will be coming up for review. TIF have to be reviewed on a case-by-case basis. Commercial activities are not eligible for TIF financing. We thought this would be the most expedient to do.” Lawrence, “I don’t see the problem with having the district. All we are saying is from border to border you can get TIF. We are not saying you will get it.”

Voss asked Kvilvarg you mentioned that development district is the same as our ¾ mile corridor. It has the image that it is the same, but it looks like some of those pieces are cut out? Davis, “Those properties that were cut out on the south are virtually undevelopable or residential.”

Voss made an amendment to the motion that the Development District mimic exactly what we have in the Comprehensive Plan. Lawrence seconded; all in favor, motion carries

The vote now is on the motion as amended to **adopt Resolution 2012-62 Resolution Establishing Development District No. 1 Therein and Adopting a Development Program Therefor; and Establishing Tax Increment Financing District No. 1-1 Therein and Adopting a Tax Increment Financing Plan Therefor changing the Development District No. 1 to mimic exactly what is in the Comprehensive Plan. All in favor, motion carries.**

Res. 2012-63
Approving
Development
Agreement &
Awarding Sale
& Issuance of
the City’s
\$225,000 Tax
Increment
Financing
Note

Davis explained as Kvilvang previously outlined the description of the development agreement, staff recommends adoption of Resolution 2012-63 Approving Development Agreement and Awarding Sale & Issuance of the City’s \$225,000 Tax Increment Financing Note.

Moegerle made a motion to adopt Resolution 2012-63 Approving Development Agreement & Awarding Sale & Issuance of the City’s \$225,000 Tax Increment Financing Note. DeRoche seconded; all in favor, motion carries.

Res. 2012-64
Approving
Interfund Loan

Davis explained as discussed at the previous HRA meeting, staff is recommending approval of the interfund loan for the Aggressive Hydraulics Project.

Moegerle made a motion to adopt Resolution 2012-64 Approving Interfund Loan. DeRoche seconded; all in favor, motion carries.

Public Forum

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

Consent
Agenda

Moegerle made a motion to approve the Consent Agenda including: A) Approve Bills; B) Meeting Minutes, September 19, 2012, Regular Meeting; C) Meeting Minutes, September 19, 2012, Special Meeting; D) Appoint Election Judges – General Election November 6, 2012; E) Res. 2012-58 Declaring Glass Crusher as Surplus; F) Res. 2012-59 Declaring Recycling Trailer as Surplus; G) Approve Purchase of Recycling Trailer; H) Approve Purchase of Glass Crusher; I) Pay Estimate #5 to Caldwell Tank, Inc. for Elevated Storage Tank No. 1; J) Pay Estimate #7 to Municipal Builders for Water Treatment Plant No. 1; K) Res. 2012-60 Accepting Donation from CHOPS, Inc.; L) Pay Estimate #16 to S.R. Weidema for Phase 1, Project 1, Utility Improvements. Voss seconded; all in favor, motion carries.

Davis explained that attached are two reports for your review

- 1.) Building Department Monthly Report for August 2012
- 2.) Permit and Fee Report for 2012

As indicated in the reports, the Building Official and Administrative Assistant issued 65 permits, addressed 9 code violations, handled 371 calls and e-mails, performed 72 building and 4 septic system inspections and conducted 20 meetings with homeowners and contractors.

Permit fees collected through August 2012 total \$82,021. Revenue for fees from this department for 2012 were projected to be \$100,100. The department is on track to equal or surpass the revenue projections for 2012.

Total permit fees collected through this date in 2011 were \$51,805.

Moegerle, "This report reminded me that you have to get a permit for air conditioning and alterations and all those many other things. I did notice that we only have three new homes this year? Do we expect any more?" Davis, "Probably not, but we are going to get a permit for one large 60,000 square foot building."

DeRoche, "Any way we can get a print out where the numbers are on the report? They are cut off. When it comes to the complaints is there any way they can be broke down, what and where the complaints are happening? So we know where we can focus in areas? And where are we with those?" Davis, "We can provide some of the information on some of those. We can give you generalized information." Vierling, "There may be from time to time some information that may be privileged or private. Depending on the issue and the charge." Moegerle, "DeRoche and I are both aware of a house that has a dumpster in front of it that was supposed to be cleaned up and nothing has been moved." Davis, "The majority of our code enforcement complaints are barking dog issues."

DeRoche, "I am not asking to be nosy. If you are a City Council person, it is good to know what is going on. Otherwise people think you aren't going to help. I have asked also for the police issues. Where are the problem areas they are spending their time." Moegerle, "I would be interested to hear from the building official what ordinances need to be tweaked to make them better." Davis, "We are working on this. We have found many grey areas that need to be tweaked to clear up areas in our building code." DeRoche, "The building official that is great if you enforce ordinances. We need to take the approach that we are working with people, not just bang we are hammering them." Davis, "That is city policy. We treat people in a fair and equitable manner." DeRoche, "We don't know if that is what is happening." Moegerle, "If it was different, you and I would hear."

Municipal
Utilities
Project Update

Davis explained that the city engineer will give you an update on the Municipal Utilities project.

Jochum, "I will start with the Phase 1, Project 1, Utilities. In general all of the City and MCES improvements including watermain, sanitary sewer, forcemains, paving and restoration are complete south of 189th Avenue and North of Viking Boulevard to the Water Treatment plant. The watermain, forcemain, and sanitary sewer are also complete from 189th Avenue up to Viking Boulevard. The main work components left 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.

Municipal wells #3 and #4 are complete except for the final startup. Power to the wells was provided under the water treatment plant contract and has been recently completed. Well start up and testing is scheduled for October 4, 2012.

The water treatment plant No. 1 is near completion. The contractor is currently working on the final plumbing, heating, electrical work and painting. It is anticipated that the final wear course in the parking lot will be placed next week. The plant startup and testing is planned for the second week in October.

Water tower No. 1 is complete except for the exterior electrical work, bacteria testing, and final punchlist items. The tower needs water to complete the bacteria test. After the well startup on October 4 the tower work can be completed.

In summary it is anticipated that all of the water supply improvements including the wells, treatment plant, and tower will be operational by November 1, 2012.

Moegerle, "Since we don't have anyone connected to the water, when should we plan to fill the tower?" Jochum, "This is something we need to discuss with staff. In general in November it will be running and staff will run it from there. Probably for a couple weeks go through test runs with the contractor. After that and we have no users, we need to discuss if we are going to drain it or keep it up over the winter. Typically, we would keep it as low as possible. It depends on how cold the weather is."

Lawrence, "What about the bacteria that is up there. If we just have minimal water will we have a bacterial problem up there?" Jochum, "That is why we need to flush the system. We shouldn't have bacterial issues up there." Lawrence, "How low can the water be in there with nobody hooking up? How much water will we have in the tower?" Jochum, "Probably a minimum of 20,000 gallons. It holds ½ million." DeRoche, "How deep are the water pipes." Jochum, "Minimum of 7 ½ feet to the top. The plant needs to run at least once a month. To keep the filter media working. And so it doesn't harden up. We can't leave it stagnant."

Voss asked when do they anticipate starting back on the forcemain? Jochum, "I have not heard yet." Davis, "We had early indications we got was mid-November to mid-December when we start getting frost in the ground." Voss said with as dry as it has been, you need moisture in the ground to get frost too. Jochum, "There has been some discussions with the County because they have a project going on Viking. They were talking about crossing on Viking with all the peat in there. Redoing Viking a mile west." Davis, "As part of the discussions they are considering letting us do an open cut near the intersection of 65 and 22. It would be cheaper than doing the boring and dewatering." Jochum, "The debate on the design is if they are going to use lightweight fill or peat."

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 is 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 October 3rd meeting. In order to facilitate

the discussion of opportunities to explore additional budget reductions, the following are items within the preliminary budget that Council may want to consider as possible reductions:

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
Street Maintenance, 101-43220-101, Full Time Employee*	\$21,000
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	\$68,090

*We will be losing one employee from the Public Works Department between November and January 2013. If we don't fill this position until April 1, 2013 we can save \$21,000. The consequences are we will be down one employee during the snow plowing season.

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

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 proposals for reductions as listed above do not address the projected \$91,000 bond payment deficit for 2013. Unless otherwise directed, this debt is proposed be paid from the General Fund which has an adequate reserve to pay the balance of the difference between available funds from the 2012 project cash balance carry-over (\$241,812) and the projected 2013 SAC, WAC and assessment fees (\$375,200) that will be derived from the Municipal Utilities Project and the bond payment of \$708,388.

Approval of the cuts discussed would result in an additional \$68,090 in proposed budget expenditures for 2013. This would reduce the 2013 budget request from \$4,811,223 to \$4,743,133 and produce budget and levy reductions of 1.1 % and 0.51%, respectively. The approved budget for 2012 is \$4,795,898.

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

Voss asked so the risk management line, that is not really an adjustment? Davis, "Either way

that is there, that is correct.” Voss said and the asterisk you had on the streets maintenance? Davis, “There are some things we cannot discuss on that right now. If there is a vacancy in that department, we have made some contingencies to cover the snow plowing and then we could wait until the 1st of April to fill that position and save those funds.” Voss asked these aren’t items the departments have proposed. Davis, “These are from a discussion we had with staff and they came up with these items. Pierce and I went on and came up with a few other budget cuts. As far as staff and departments go, there is very little to cut in there. Especially on the city administration side, it is basically wages and a few office supplies. There were a few things on the fire side we eliminated. One of the things we eliminated in the planning department was the equipment replacement charge. That is for a vehicle that we currently don’t propose to purchase. We have eliminated that, but it is fully funded.”

Moegerle, “I have a question about the fire department. Does this bring the fire departments budget equal to last year now?” Davis, “This should bring it down if not equal, very close to last year.” Moegerle, “I gladly accept all of these reductions. The question I have is with this \$68,090 reduction, but also considering we have to pay the \$91,000 bond payment. If we were to not tap our reserve, our rainy day fund, what would that mean as a net increase in tax? Above last year?” Davis, “About \$11,000 difference.”

DeRoche, “I thought this was all taken care of before, but apparently not. At what point do you quit cutting out more and more and more services that people are expecting for what they have been paying their taxes for? When does it get to the point that you are not officially running the city or you are starting to jeopardize things because you are trying to save a dollar? With the proposed budget we had, which was a preliminary budget and we were going to work on it, the only increase I recall was when Moegerle and I had considered maybe some kind of a fund to help pay for the sewer and that didn’t make it. But apparently this stuff was needed at some point and I can’t believe it was all slush fund stuff. At what point do we say we have cut so much stuff out of here, there is nothing left? People understand they have to pay taxes for certain services. The \$21,000 for street maintenance, depending on the discussion, you have to have street maintenance. The park maintenance, if we take that part-time guy out, who is going to make up the difference? Now we are going to have to pay our regular guy overtime to make that up?”

Davis, “At what point can you stop the cutting or see a reduction in services? We are at that point now as a staff and some of that will be rectified when we get the community director/city planner position filled. But there is a lot of activity going around here that a lot of people are doing extra duties and as a result sometimes you don’t get done what you would like to get done in a day. The \$68,000 is not slush. It is things that could be cut out without a substantial reduction in services. The park maintenance employees, one of the reasons we employ the seasonal employees in the summer is it is the busiest time of the year. Not only for mowing but also for projects that need to be completed. There wouldn’t be any overtime, because there isn’t any in the budget. It would just mean that certain things wouldn’t get done as expeditiously or as had been in the past.”

DeRoche, “That is what I am saying, we are going to let our parks get debilitated. Our employees aren’t just sitting around.” Moegerle, “He did offer up a suggestion. We approved a 1.5% increase, we reduce that to ¾%, that would save how much?” Davis, “\$15,000.” Moegerle, “So with the \$80,000 minus \$15,000 that gets us to \$65,000 above last year.” DeRoche, “The only problem with that is from what I have seen is there hasn’t been much of an increase anyways. And as was stated, we have been cutting staff so people are stacking themselves on this and this and this. And all of a sudden something has to suffer

somewhere. We are telling staff we want this done and why can't you do it in a timely fashion? Well, we don't have as many people. Are we going to continue cutting? Jack was running around like a chicken with his head cut off when we didn't have a building official." Moegerle, "He is still doing that because we don't have a planning official."

Lawrence, "What we are looking at is some things that the city administrator has said we can do without. He would not put the city in jeopardy, the people in jeopardy. He is a former public works director, he knows what the public works people do."

Lawrence made a motion to accept the proposal presented and cut our tax levy for 2013 to zero (0).

DeRoche made a motion to table the 2013 Budget Discussion. Moegerle seconded.

DeRoche, "And we can have it as a discussion item at the new work meeting." Voss said it should be as a standing agenda item for every council meeting. There is nothing to table. Vierling, "There is nothing to table. And the first motion fails for lack of a second."

Moegerle made a motion to accept the \$68,090 in cuts as provided and that we continue to review the preliminary budget to see if there are further reductions that we can make before we adopt a final budget. Vierling, "For the clarity of staff, they are going to want to know what it means to accept those cuts?" Moegerle, "And implement them." **Lawrence seconded.** That will maintain our zero (0) increase. Moegerle, "When are we going to address our \$91,000 completely? How can we accept a budget or levy until we know about that \$91,000? Because in 2014 if we have gutted our rainy day fund. I am not seeing a big rush to come here. I am very hopeful and very positive about it. But, I think we have to prepare for the worst and I want to have that piece done before we accept a final budget and before we accept the final levy. You are kicking this can down the road." Lawrence, "I am not kicking any cans down the road. All I am trying to do is put a point out here saying that we can maintain a zero increase to show the people that we are working hard to keep their taxes at zero percent increase."

DeRoche, "I think the people probably see that and most people that watch these meetings are well aware what is going on. It is obvious we have cut out of the budget. Do you want nothing out of the city or something. Do we get the community development director/city planner? Or do we say let's keep the budget down and cut some more money there and make Jack and Wendy fill that spot." Davis, "Both of you have valid points. There is a point where you cannot do more with less. We have in some areas crossed that point and in some areas if there are future reductions we are going to have to start discussing reduction in services. That can't be avoided. I understand the need to get the levy down as far as possible, and I appreciate that and I am very sensitive to it. We are very marginal in what we are providing." Moegerle, "And when we are cut that thin, where are we going to be in 2014. Projections are nothing. How are we going to protect that reserve? Build it and maintain it? How are we going to pay for the \$91,000? Are we going to stop going to medical calls? Are we going to have more user fees?" Lawrence, "First of all we don't know how many connections we have. You are throwing down the flag and saying business is over. Where is it coming from Mr. Davis?" Davis, "Right now, the contingency." Moegerle, "I know we have talked about having the reserve over what is required. What is it?" Pierce, "It is \$2,250,000. That is 40% of our budget. State Auditor suggests 35-50%. You have \$80,000 in contingency from 2011 and 2012."

Lawrence and Moegerle, aye; Voss and DeRoche, nay; motion fails.

Coopers Lake Dock Ordinance Davis explained that this ordinance was prepared rather late and we have received some comments from the City Attorney's office that we need to take into consideration. There were also some other issues raised about the ordinance so at this time I would recommend that we can discuss it be that we table the ordinance.

DeRoche made a motion to table the Coopers Lake Dock Ordinance. Moegerle seconded; all in favor, motion carries.

Voss said we have an ordinance on Coopers of no motorized boats. This wouldn't change that at all? Voss said I can see someone saying now I can have a dock so now I can have a boat, so does it make sense to reference that at all? Vierling, "We can, it wouldn't hurt." Moegerle, "Do we really want to get into this, permitting to put a dock on public land?" Voss said I don't have a boat and we sit out there all the time relaxing in the summer. And this is an application so isn't this a license? Vierling, "Essentially yes." Moegerle, "What is the history on this? Does somebody want a boat launch or do they just want to loll in the sun?" Davis, "The most recent is a resident that has private property on Coopers wanted to use a motorized boat on it. The resident then complained that there were people on the opposite side of the lake that had city property separating their property from the lake that were putting out docks on their side of the lake. In order to address the dock issue we brought up the ordinance to permit these residents to establish a dock on city property." DeRoche, "But then that opens it up on Coon Lake for those five 20 foot lots about why can't we have a dock. And then that opens it up about liability, because the city attorney had some concerns I thought we were going to discuss at another meeting." Davis, "There are things that need to be looked at further on this in depth. And that is why I recommended that this get tabled."

Cemetery Regulations Davis explained I would also like to make the recommendation that Council table this until we can go back and do some refining of the regulations. There are certain things in here that need to be reviewed and changed.

DeRoche made a motion to table the Cemetery Regulations. Moegerle seconded; all in favor, motion carries.

Building Official & Inspection Services Contract Davis explained that the City of Oak Grove has indicated an interest in contracting Building Official and Inspection services from the City of East Bethel. There been three meetings with Oak Grove City Administrator, Rick Juba, to discuss this matter over the past few months. Mr. Juba was invited as an observer and did attend the interview process for the selection of our Building Official in July of this year. This was to provide the City of Oak Grove with some familiarity with the selection process and the candidate that was eventually recommended for hire as our Building Official.

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.

Attached is the current contract between Oak Grove and Inspectron. Unless Council or the City Attorney recommend any changes, this document would be the template for a proposed

contract with Oak Grove for the Building Official and Inspection Services Agreement. 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 all costs associated with this service.

Staff is requesting authorization to submit a formal proposal to the City of Oak Grove to provide Building Official and Inspection Services.

Voss asked when would this start, 2013? Davis, "January of 2013." Voss asked when will we have our issues with our building inspector decided? Davis, "We may know that later this evening." Voss said my concern is we have heard from Nick, heard from you that the building official is overworked right now. There is no doubt we need a building inspector. Davis, "To do this we need to continue the building inspector position. If we didn't continue the building inspector position, we couldn't even consider this request." Voss asked and there are different rate structures in the contract for the building official and inspector? Davis, "That is correct." Voss asked are they our costs? Davis, "They are higher than our costs."

Lawrence, "With this service would it be the building inspector doing most of the work or the building official? Davis, "It would probably be the building inspector." DeRoche, "It was my understanding as far as the building inspector, we hadn't made any decision." Davis, "As far as the position, it is the 2013 budget, as far as continuing the position." DeRoche, "I don't know if there is enough information to put out a contract. I think we need to know where we are going." Voss said we did budget for the position. So, what remains to be seen is how it is filled. Davis, "I would like to prepare a contract for council approval. I am not requesting council approval of a contract tonight. Because if we are to proceed with this, Oak Grove needs information by November or otherwise they need to contract for services." DeRoche, "If we give the okey dokey to go ahead and look into this, are they going to think we are going to do it?" Moegerle, "They all know that we need to all agree on doing it. The

other side of it is, it is one solution to a \$91,000 problem.” Davis, “As indicated this has the potential to bring in another \$60,000 in revenue. This would improve the revenue side of our budget. Even better than reducing the expenditure side.” Lawrence, “I say go ahead and get the information so we can look at it.”

URRWMO
Member
Representative

Davis explained that Jarod Trost has resigned from his position as an East Bethel representative on the Upper Rum River Watershed Management Organization (URRWMO). The following is from the by-laws on Membership Appointment: *Each party to this Agreement shall appoint two (2) representatives to serve as members of the Organization board. Each representative of a party to this agreement who is current in the payment of their share of operating expenses shall have one (1) vote. Representatives appointed to the Organization board shall be evidenced by a resolution or certified copy of official meeting minutes of the governing body of each party and filed with the Organization.*

There is only one more URRWMO meeting scheduled for 2012 and that date is November 7, 2012. The next scheduled meeting is January 9, 2013. Should Council elect to fill the vacancy immediately we can post it on the website. I will be available to substitute for Mr. Trost at the November meeting if an appointment is not made by that date.

DeRoche, “I think we should post it. You have enough hats on.” Davis, “We have one gentleman here that is interested.” Voss said his suggestion would be to him to attend the meeting. Davis, “We will advertise this position. Jared did a great job, I would like to recognize him.”

Council
Reports –

DeRoche, “First I would like to address the city engineer. The roads on Coon Lake Beach, I would like you to stop over and we can go together and look at the issues. Prior to this road project I maybe had one call since elected. Since this project I have had about 45. There are a lot of people that aren’t really happy. It is not that the roads aren’t done, other than Bryant Lane. But they have created such a safety issue, you go riding around a corner or walking and you have this gully three inches deep. Neighbors that have pieces of asphalt in their yard, little piles on the end of driveway. Some have piles of concrete. I really don’t know what the problem is. I know the first crew that was out there did a great job, second crew not so much. I think no matter what, we need to find out when they are going to do the finish project. There is a massive amount of pine needles in there so they can’t just fill them in, it will be a clean up now. Some people have taken shovels out and filled in their own driveways.”

Jochum, “We have to get through the final and the punchlist and the cleanup so it is not done. I know we have a punchlist started and anything we need to address, we will get taken care of.” DeRoche, “65 and 221st it was my understanding we were going to run down the road with tile and then go across. Is there a holding pond and then drain across?” Jochum, “There is no holding pond on south side.” DeRoche, “I am looking on the north side.” Davis, “There is one the north side, it is very long and narrow, they reduced the footprint of that considerably. And it almost looks like a ditch now.” DeRoche, “That is a pretty good size ditch if that is what it is.” Jochum, “There is a little infiltration pond on the north side, on the corner of Sandy at the request of Mr. Kable.” DeRoche, “Has he made arrangements with the contractors and the county? Because there were aerial trucks turning around in his yard.” Davis, “I spoke with Mr. Kable about a week ago. He has made arrangements with the county for some egress. The road is open east bound to local traffic only. Also, he has made arrangements with local contractors to store their equipment on his property.”

Council
Reports –

Moegerle, “I did get a couple complaints about the paving at the beach. However, the playground there has been filled with people. Everywhere, bikes you didn’t see because the roads were so bad, the only thing I can attribute it to. Last night the Website Committee met and selected photographs for the website. Most of the photographs will be fall photographs and we are scheduled to go online Valentine’s Day. We do need to consider a website policy. Is that something that we are going to look to CivicPlus for?” Davis, “We can request a draft from them and check with other municipalities.” Moegerle, “Today there was a meeting of the Snadhill Group. The Planning Commission also attended. There was a lot of discussion about expediting the existing trail system that is in place by the county. There were discussions of changes and additions for the idea of expanding it to include ecotourism. It was a profitable discussion and maybe we need to meet separately about expediting the financing of those systems. It is not a tax levy to residents. I did get notice that one of our planning commission members is going to resign. His life circumstances has changed. If you can’t prepare or read your packet, there is no shame in that. We appreciate your time and commitment but we need to make sure we can invest our time.

Council
Reports –

Lawrence, “We need to keep working on getting our tax levy to zero. I can’t see levying for things that we can cut out of the budget. Still working on taking care of things in the city. I am excited about this plan for Oak Grove. I think it could be a good opportunity for East Bethel.”

Council
Reports -

Vierling, “If Council intends to go to closed session MN Statute 13.D 5 subd. 2 we do need to identify the individual that is the subject of that?” Davis, “Emmanuel Sackey.” Vierling, “Has Mr. Sackey been made aware of the closure?” Davis, “No he has not.” Vierling, “We are not allowed per the subdivision to go to closed unless the individual has the right to be there and has the right to request it be open. So without knowing that request, we are not in a position to go into a closed meeting.” Moegerle, “The fact that he is on leave?” Vierling, “Doesn’t make a difference.”

Davis, “This matter is in relation to a grievance that Mr. Sackey has filed with the Local Teamsters #320. The grievance involves his reduction of wages which occurred September 25, 2011. Mr. Sackey has filed a grievance seeking back pay for this amount. This matter has been discussed with Ms. Jennifer Nodes of Eckberg, Lammers, Briggs, Wolff & Vierling. She has had several discussions with the Union attorney and there have been several proposals presented. The proposal the city presented was back pay to March 1, 2012, which coincides with the period that the previous building official left his duties. Also, the city proposal involved restating his wage if this was approved by the union and changing his status from an exempt employee to non-exempt. We did have a memorandum from the city attorney’s office that this might be problematic, but we did go ahead and vote to reduce wages for both the building official and the building inspector and eliminated a position. You have in your handout the offer the union has made to settle this grievance and staff is seeking input on how you would like us to settle this matter.

Moegerle, “I say no and make it retroactive to the date that Mr. Martin left his position.” Voss asked is this proposal not consistent with the building official settlement? In terms of wages? Davis, “They are two separate issues, the other one was a veteran’s preference issue.” Voss asked in terms of the settlement, isn’t it consistent? DeRoche, “I say absolutely not. To be put in this position, it sets a precedent that if we are going to leave the city all we have to do is threaten we are going to sue and they will settle for us to go away. Rather than eliminate the department or cut their hours which would have affected their benefits, we kept them on and cut the pay 20% and everyone was fine with that and now we are being

threatened.”

Voss made a motion to table the Emmanuel Sackey Union Grievance Settlement discussion. Lawrence seconded. Moegerle and DeRoche, nay, Voss and Lawrence, aye, motion fails.

Moegerle, “When Martin left I think Sackey took on some of those responsibilities. There is some merit that there was to some extent a redistribution of responsibilities.” Lawrence, “Except he was still doing what his job description required him to do.” Moegerle, “Right, but his workload increased and he still had the reduction in pay.” Voss asked did the hours increase? Davis, “They did not increase, no.” DeRoche, “As the inspector part of the contingent was I am doing Martins job. But that was part of his job description. So he wasn’t doing an added job, he was doing what his job said.” Moegerle, “I understand that. I am just saying when it went to a one person department the workload changed. Originally the reason we reduced the pay by 20% was because the workload was low then and had been low for a time. It changed when Martin went on leave.” Lawrence, “But the issue there is his hours did not change.” Voss said September 2011 their hours did not change at that time, their wages were reduced. When Martin left, Sackey’s wages were still at the same level, he was maybe working a little harder, had a few more duties. Voss said I don’t see any relevance there. This is essentially what the settlement was before. He said at my work, if I am responsible for more things in the same amount of time as another person, maybe our wages should be different. But if you cut their wages to do the same work.

DeRoche, “It was either cut them by 20% or lay them off or eliminate the department. If we would have done anything other than cut the pay they would have lost benefits and they had families that needed the benefits. We thought we were being kind.” Moegerle, “The lesson out of this is never be kind and just fire them.” Voss said cut my wage by 20%, that is being kind? Moegerle, “It was either that or lose an employee all together. We did back flips to do this.”

Adjourn

DeRoche made a motion to adjourn at 9:16 PM. Moegerle seconded; all in favor, motion carries.

Attest:

Wendy Warren
Deputy City Clerk



NORTHERN TECHNOLOGIES, INC.

6588 141st Avenue NW, Ramsey, MN 55303 763-433-9175 763-323-4739 Fax

October 2, 2012

City of East Bethel
c/o Tim Eggerichs
Hakanson Anderson
3601 Thurston Ave.
Anoka, MN 55303

RE: Proposal for Materials Testing Services
Jackson Street Reconstruction
East Bethel, Minnesota
NTI Proposal 2390

Northern Technologies, Inc. (NTI) is pleased to submit this Testing Services Proposal for the above referenced project in accordance with your Request for Proposal dated September 28, 2012.

Project Information

The proposed project consists of the reconstruction of Jackson Street from Viking Boulevard to 181st Ave NE in East Bethel, MN. The project is state funded, therefore all testing will be done by personnel with the appropriate MnDOT certifications.

Scope of Work-Construction Materials Testing & Special Inspections

The following presents a general description of our proposed testing and inspections to be performed by our firm based on our experience with similar projects. We propose staffing this project on an intermittent to full time basis as project progress dictates with individuals qualified to perform the required test or inspection. Our service schedule will be coordinated with your on-site representative.

NTI will provide qualified staff to:

- Perform relative density and relative moisture testing of subgrade fill, storm sewer backfill, and granular borrow.
- Perform modified DCP tests of the aggregate base and full depth reclamation material.
- Perform gradations of the granular borrow and aggregate base materials.

Materials Testing Services Proposal
Jackson Street Reconstruction
East Bethel, Minnesota

- Obtain samples of the concrete and test for slump, air content, temperature, and cast cylinders for compression strength testing.
- Perform field and laboratory testing of the bituminous pavement, including bituminous core densities.
- Test the topsoil for compliance to the specifications.

Testing and inspections will be performed as outlined in 2012 MnDOT Schedule of Material Control. Discrepancies with construction documents will be presented to the construction manager and/or contractor for corrective action.

Our activities will be coordinated with the construction manager and/or your designated representative. Daily reports outlining the inspection(s) and test(s) performed that day will be left with the site manager and sent to you along with our test results on a weekly basis.

Project Team

NTI proposes to provide an engineering staff consisting of:

- Steve Johnston, P.E., Regional Manager, will monitor progress on the proposed project and will be your point of contact for anything contract related.
- Anthony Francis, P.E., will act as our project manager and will coordinate our efforts with the construction manager and your representative, supervise our field personnel, assign field staff to the project, and supervise and approve all laboratory testing. Anthony will be your main point of contact.

Anticipated Schedule and Fees

We propose performing the above referenced construction services during the 2012 construction seasons for the unit rates outlined in the attached fee schedule provided by you. Based on your anticipated quantities, fees for this project will be **\$8,360.00**.

Wait time over 15 minutes from the scheduled time will be invoiced at our technician rate of \$50/hour.

An invoice for our services will be submitted to you monthly and is due within 30 days of receipt. The attached GENERAL CONDITIONS are an integral part of this proposal for services. This proposal is valid through December 30, 2012.

Materials Testing Services Proposal
Jackson Street Reconstruction
East Bethel, Minnesota

Acceptance

Please indicate your acceptance of this proposal by signing one copy and returning it to us. We look forward to working with you and being part of your team. If you have any questions, feel free to contact Tony at 763-433-9175.

NORTHERN TECHNOLOGIES, INC.



Anthony Francis, P.E.
Project Engineer

CITY OF EAST BETHEL

By: _____

Printed Name: _____

Title: _____

Date _____

Attachments: General Conditions
Fee Schedule

GENERAL CONDITIONS

SECTION 1: PROJECT INFORMATION

- 1.1 Client will make available to NTI all known information regarding existing and proposed requirements which affects the work, including but not limited to: specifications, contracts, recommendations, plans and change orders.
- 1.2 Client will immediately transmit to NTI any new information that becomes available to it or its subcontractors, so that recommended actions can be reviewed.
- 1.3 Client will provide a representative to answer questions about the project when required by NTI upon 24-hour notice.
- 1.4 NTI will not be liable for any incorrect advice, judgment, or decision based on any inaccurate information furnished by Client, and Client will indemnify NTI against liability arising out of or contributed to by such information.

SECTION 2: SAMPLES

- 2.1 NTI will retain representative samples for 30 days after submission of NTI report. Upon request by Client, samples can be shipped, charges collect, to destination selected by Client; or NTI can store them for an agreed upon storage charge.

SECTION 3: FEE PAYMENT

- 3.1 NTI will submit invoices to client monthly, and a final invoice upon completion of services. Invoices will show charges based on current NTI Fee Schedule or other agreed upon basis. A detailed separation of charges and backup data will be at Client's request.
- 3.2 The Client will pay the balance stated on the invoices unless Client notifies NTI in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date.
- 3.3 Payment is due upon receipt of invoice and is past due thirty (30) days from invoice date. On past due accounts, Client will pay a late charge of 1.5(%) per month, or the maximum allowed by law. In the event of litigation, resulting from Client's refusal to make payment, without just cause, then all warranties and representations, expressed or implied, by NTI shall be void.
- 3.4 In the event Client fails to pay NTI within sixty (60) days following invoice date, NTI may consider the default a total breach of this agreement and all duties of NTI under this agreement will be terminated.

SECTION 4: OWNERSHIP OF DOCUMENTS

- 4.1 All documents prepared by NTI as instruments of service will remain the property of NTI.
- 4.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 4.3 NTI will retain all pertinent records concerning services performed for a period of two (2) years after the report is sent; during that time the records will be made available to the Client during NTI's normal business hours.

SECTION 5: DISPUTES

- 5.1 If NTI institutes suit against the Client to enforce any part of this agreement, then all litigation expenses or collection expenses, including attorney's fees, will be paid to the prevailing party.
- 5.2 If the Client institutes a suit against NTI, which is dismissed, or a verdict rendered for NTI, client agrees to pay NTI for all cost of defense, including attorney's fees, expert witness fees and court costs.

SECTION 6: STANDARD OF CARE

- 6.1 NTI will perform consistent with the level of care and skill ordinarily exercised by members of the geotechnical and materials testing profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
- 6.2 NTI will be responsible for its data, interpretation and recommendations, but will not be responsible for interpretation by others.

SECTION 7: LIMITATION OF LIABILITY

- 7.1 NTI's liability to the Client and all contractors and subcontractors on the project, for damages due to professional negligence, negligence or breach of any other obligation to Client or others, will be limited to an amount not to exceed \$20,000 or the NTI fee, whichever is less.
- 7.2 Client will notify any contractor or subcontractor who performs work in connection with any work done by NTI of the limitation of liability for design defects, errors, omissions, or professional negligence, and to require as a condition precedent to their performing their work, a like indemnity and limitations of liability on their part as against NTI. In the event the Client fails to obtain a like limitation and indemnity, Client agrees to indemnify NTI for any liability to any third party.

SECTION 8: INSURANCE

- 8.1 NTI will carry worker's compensation insurance and public liability, property damage, and errors and omissions insurance policies, which NTI considers adequate. NTI will not be responsible for liability beyond the limits and conditions of the insurance. NTI will not be responsible for any loss or liability arising from negligence by Client or by other consultants employed by Client.

SECTION 9: TERMINATION

- 9.1 This agreement may be terminated by either party upon seven (7) days written notice if there is substantial failure by the other part to perform. Termination will not be effective if substantial failure is remedied before expiration of the seven days. Upon termination, NTI will be paid for services rendered plus reasonable termination expenses.
- 9.2 If the contract is terminated prior to completion of all reports contemplated by the agreement, or suspended for more than three (3) months, NTI may complete analysis and records as are necessary to complete its files and may complete a report on the services performed. Termination or suspension expenses will include direct costs of completing analysis, records and report.

SECTION 10: ASSIGNS

- 10.1 Neither party may assign duties or interest in the agreement without the written consent of the other party.

QUOTATION FORM
City of East Bethel
Jackson Street Reconstruction Project

Schedule "A" - AGGREGATE BASE CLASS 5

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	GRADATION	4	EACH	\$100	\$400
2	MODIFIED PENETRATION INDEX METHOD (DCP)	6	EACH	\$50	\$300

Total Schedule "A" \$700

Schedule "B" - BITUMINOUS PAVEMENT RECLAMATION

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	GRADATION	3	EACH	\$100	\$300
2	MODIFIED PENETRATION INDEX METHOD (DCP)	9	EACH	\$50	\$450

Total Schedule "B" \$750

Schedule "C" - BITUMINOUS NON-WEAR COURSE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	MIXTURE PROPERTIES	3	EACH	\$225	\$675
2	CORES (DENSITY & THICKNESS, CUTTING BY OTHERS)	5	EACH	\$35	\$175

Total Schedule "C" \$850

Schedule "D" - BITUMINOUS WEAR COURSE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	MIXTURE PROPERTIES	3	EACH	\$225	\$675
2	CORES (DENSITY & THICKNESS, CUTTING BY OTHERS)	5	EACH	\$35	\$175

Total Schedule "D" \$850

Schedule "E" - CONCRETE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	AIR CONTENT	9	EACH	\$55	\$495
2	SLUMP	9	EACH	\$55	\$495
3	FLEXURAL/COMPRESSIVE STRENGTHS (SET OF 3 CYLINDERS)	5	EACH	\$50	\$250

Total Schedule "E" \$1,240

Schedule "F" - EMBANKMENT SOIL - SUBGRADE FILL

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	RELATIVE DENSITY TEST (SAND CONE)	3	EACH	\$80	\$240
2	MOISTURE-DENSITY TEST (PROCTOR)	1	EACH	\$100	\$100
3	MOISTURE CONTENT TEST	1	EACH	\$20	\$20

Total Schedule "F" \$360

QUOTATION FORM
City of East Bethel
Jackson Street Reconstruction Project

Schedule "G" - EMBANKMENT SOIL - STORM SEWER

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	RELATIVE DENSITY TEST (SAND CONE)	3	EACH	\$80	\$240
2	MOISTURE-DENSITY TEST (PROCTOR)	1	EACH	\$100	\$100
3	MOISTURE CONTENT TEST	1	EACH	\$20	\$20

Total Schedule "G" \$360

Schedule "H" - GRANULAR BORROW

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	GRADATION	1	EACH	\$100	\$100
2	RELATIVE DENSITY TEST (SAND CONE)	3	EACH	\$80	\$240
3	MOISTURE-DENSITY TEST (PROCTOR)	1	EACH	\$100	\$100
4	MOISTURE CONTENT TEST	2	EACH	\$20	\$40

Total Schedule "H" \$480

Schedule "I" - TOPSOIL

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	GRADATION	2	EACH	\$195	\$390
2	ORGANIC MATTER	2	EACH	\$50	\$100
3	pH	2	EACH	\$15	\$30

Total Schedule "I" \$520

Schedule "J" - TRANSPORTATION

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	SITE VISIT	20	EACH	\$75	\$1,500

Total Schedule "J" \$1,500

Total All Schedules \$7,610

Contingency \$750.00

Total Field Testing Cost \$8,360

PAY ESTIMATE #2
CITY OF EAST BETHEL
Coon Lake Beach and Miscellaneous Overlay Projects

October 4, 2012

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

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

Dear Honorable Mayor and Council Members:

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

Base Bid - Coon Lake Beach

ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	2021.501	MOBILIZATION	1	LUMP SUM	\$21,111.23	0.90	\$ 19,000.11
2	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	545	LIN FT	\$4.17	625	\$ 2,606.25
3	2104.601	HAUL SALVAGED MATERIAL (EV)	200	CU YD	\$24.73	100	\$ 2,473.00
4	2105.525	TOPSOIL BORROW (LV)	500	CU YD	\$32.48		\$ -
5	2105.607	HAUL & DISPOSE EXCESS MATERIAL (EV)	130	CU YD	\$24.73		\$ -
6	2112.603	SUBGRADE PREPARATION	5,630	LIN FT	\$3.56	5,460	\$ 19,437.60
7	2211.501	AGGREGATE BASE CLASS 5	100	TON	\$26.84	55	\$ 1,476.20
8	2232.501	MILL BITUMINOUS SURFACE (2")	1,401	SQ YD	\$6.57	810	\$ 5,321.70
9	2331.604	BITUMINOUS PAVEMENT RECLAMATION	12,511	SQ YD	\$1.29	12,135	\$ 15,654.15
10	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	3,022	GALLON	\$3.09	2,865	\$ 8,852.85
11	2360.501	TYPE SP 4.75 WEARING COURSE MIXTURE (2,B)	73	TON	\$86.93		\$ -
12	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	253	TON	\$78.92	38	\$ 2,998.96
13	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) - DRIVEWAYS	211	TON	\$213.60	212	\$ 45,283.20
14	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	6,789	TON	\$60.83	6,562	\$ 399,166.46
15	2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	380	TON	\$68.58		\$ -
16	2411.507	CONCRETE FLUME	2	EACH	\$1,055.56	2	\$ 2,111.12
17	2501.511	15" CS PIPE CULVERT	40	LIN FT	\$33.56	80	\$ 2,684.80
18	2501.515	15" GS PIPE APRON	2	EACH	\$341.03	3	\$ 1,023.09
19	2506.522	ADJUST FRAME & RING CASTING	1	EACH	\$866.10	1	\$ 866.10
20	2511.501	RANDOM RIPRAP CLASS II	4	CU YD	\$303.14	4	\$ 1,212.56
21	2531.501	CONCRETE CURB & GUTTER DESIGN D412	20	LIN FT	\$37.89	18	\$ 682.02
22	2531.507	4" CONCRETE DRIVEWAY PAVEMENT	532	SQ YD	\$51.42	289	\$ 14,860.38
23	2535.501	BITUMINOUS CURB	1,035	LIN FT	\$6.33	1,012	\$ 6,405.96
24	2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$3,193.75	1.00	\$ 3,193.75
25	2573.502	SILT FENCE, TYPE MACHINE SLICED	500	LIN FT	\$2.17		\$ -
26	2575.502	SEED MIXTURE 270	288	POUND	\$4.33		\$ -
27	2575.511	MULCH MATERIAL TYPE 1	2	TON	\$324.79		\$ -
28	2575.523	EROSION CONTROL BLANKETS CATEGORY 6 (WOOD FIBER 3S)	63	SQ YD	\$6.50	32	\$ 208.00
29	2575.532	FERTILIZER TYPE 1	600	POUND	\$1.08		\$ -
30	2575.560	HYDRAULIC SOIL STABILIZER TYPE 5	900	POUND	\$1.35		\$ -
31	2582.502	4" SOLID LINE WHITE - EPOXY	935	LIN FT	\$1.46	1,003	\$ 1,464.38
32	2582.502	4" DOUBLE SOLID LINE YELLOW - EPOXY	420	LIN FT	\$2.99	475	\$ 1,420.25
Total Base Bid - Coon Lake Beach							\$ 558,402.89

Alternate Bid No. 1 - 187th Lane Overlay

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

PAY ESTIMATE #2
CITY OF EAST BETHEL
Coon Lake Beach and Miscellaneous Overlay Projects

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

ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	2021.501	MOBILIZATION	1	LUMP SUM	\$1,461.96	1	\$ 1,461.96
2	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	110	LIN FT	\$4.17	88	\$ 366.96
3	2105.525	TOPSOIL BORROW (LV)	11	CU YD	\$54.15		\$ -
4	2112.603	SUBGRADE PREPARATION	320	LIN FT	\$9.83	320	\$ 3,145.60
5	2232.501	MILL BITUMINOUS SURFACE (2")	26	SQ YD	\$21.66		\$ -
6	2331.604	BITUMINOUS PAVEMENT RECLAMATION	1,171	SQ YD	\$1.87	1,000	\$ 1,870.00
7	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	65	GALLON	\$3.09	50	\$ 154.50
8	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	118	TON	\$75.08	133	\$ 9,985.64
9	2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	118	TON	\$72.82	150	\$ 10,923.00
10	2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$433.17	1	\$ 433.17
Total Alternate Bid No. 2 - 245th Avenue Reclaim and Paving							\$ 28,340.83

Alternate Bid No. 3 - Drainage Improvements

ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	2502.541	8" PERF PE PIPE DRAIN	945	LIN FT	\$12.09	100	\$ 1,209.00
2	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48 - 4020	4	EACH	\$2,187.52	4	\$ 8,750.08
Total Alternate Bid No. 3 - Drainage Improvements							\$ 9,959.08

Total Base Bid - Coon Lake Beach	\$ 558,402.89
Total Alternate Bid No. 1 - 187th Lane Overlay	\$ 16,984.14
Total Alternate Bid No. 2 - 245th Avenue Reclaim and Paving	\$ 28,340.83
Total Alternate Bid No. 3 - Drainage Improvements	\$ 9,959.08
Total Work Completed to Date	\$ 613,686.94
Less 5% Retainage:	\$ 30,684.35
Less Pay Estimate #1:	\$ 287,011.69
WE RECOMMEND PAYMENT OF:	\$ 295,990.90

APPROVALS:

CONTRACTOR: NORTH VALLEY, INC.

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

Signed: _____

Title: _____ Date _____

ENGINEER: HAKANSON ANDERSON

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

Signed: _____

Title: _____ Date _____

OWNER: CITY OF EAST BETHEL

Signed: _____

Title: _____ Date _____

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 (NAVD 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.

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 of the northwest corner of said Lot 1; thence South 89 degrees 21 minutes 30 seconds East, along the west line of said Lot 1, a distance of 35.18 feet; thence South 89 degrees 21 minutes 30 seconds East, along the west line of said Lot 1, 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 21 minutes 55 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# 41576
- ⊙ 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
- (XXXX 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.
- Pending and utilities shown per field location and proposed utility plans by Plow 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 Abtractors, dated March 27, 2012. Commitment No. 112-04016.

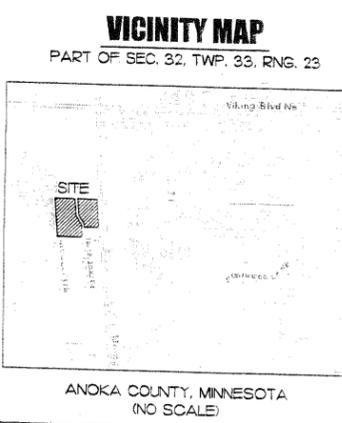
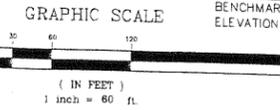
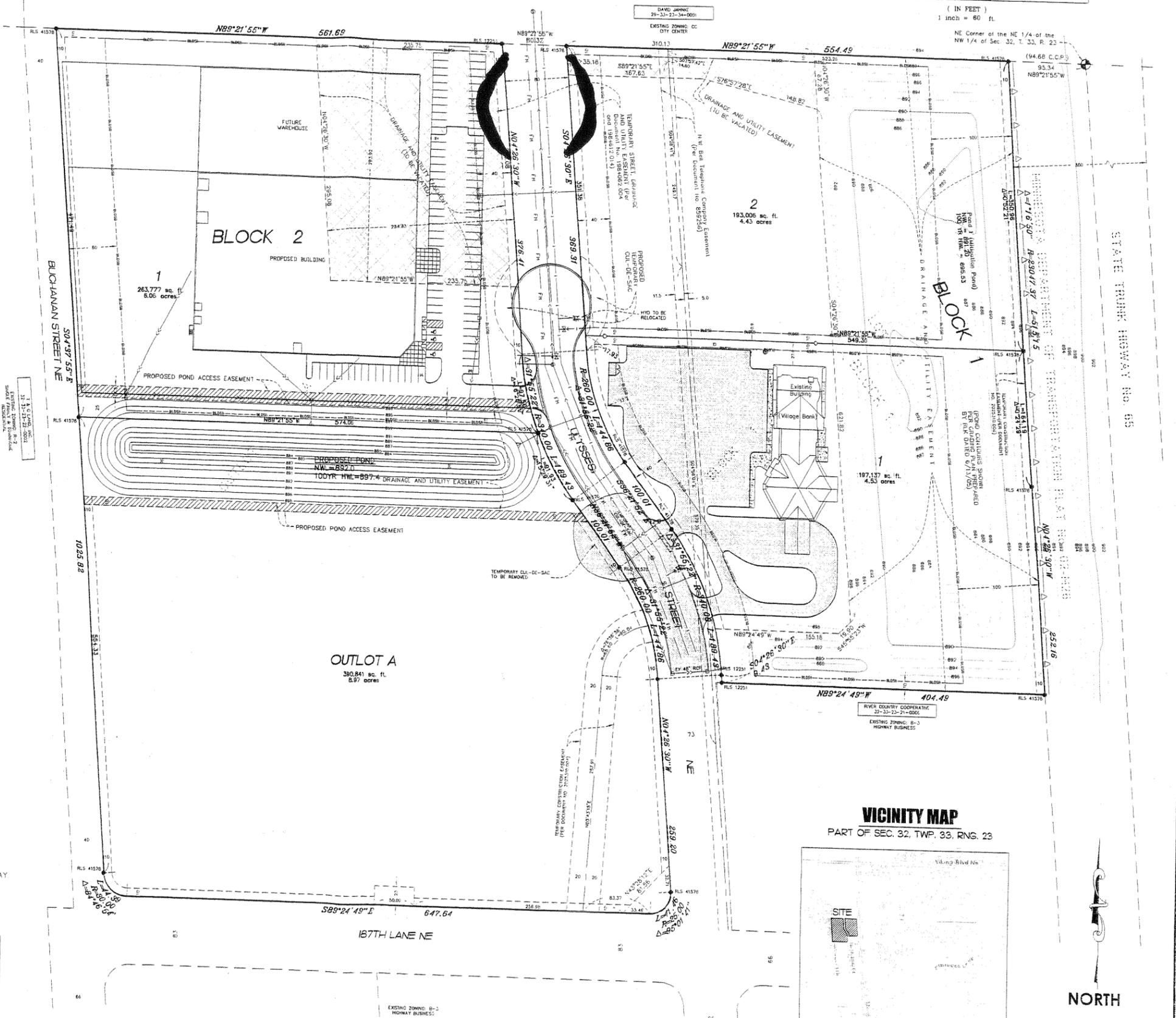
ZONING INFORMATION

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

- EXISTING ZONING = HIGHWAY COMMERCIAL (B-3) DISTRICT
- LOT STANDARDS:
 - 23,000sq. 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

DRAWN BY:	BAR	JOB NO:	11597	DATE:	4/12/12
CHECK BY:	JEF	ISCANNED:			
NO.	DATE	DESCRIPTION	BY		
1	5/3/12	CITY COMMENTS	BAR		
2	5/14/12	CITY COMMENTS	BAR		
3	5/18/12	REVISE PROPOSED CUL-DE-SAC	BAR		



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
 www.egrud.com



City of East Bethel City Council Agenda Information

Date:

October 17, 2012

Agenda Item Number:

Item 9.0 D.1

Agenda Item:

2013 Budget

Requested Action:

Continue the Review of the 2013 Preliminary Budget and Levy

Background Information:

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.

Attachment(s):

1. Proposed 2013 Budget Reductions
2. 2010 Bond Cash Flow Projections

Fiscal Impact:

As noted

Recommendation(s):

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

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

Proposed 2013 Budget Reductions

In order to facilitate the discussion of opportunities to explore additional budget reductions, the following are items within the preliminary budget that Council may want to consider as possible reductions:

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
Street Maintenance, 101-43220-101, Full Time Employee*	\$21,000
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	\$68,090

*We will be losing one employee from the Public Works Department between November and January 2013. If we don't fill this position until April 1, 2013 we can save \$21,000. The consequences are we will be down one employee during the snow plowing season.

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

Approval of the cuts discussed above would result in an additional \$68,090 in proposed budget expenditures for 2013. This would reduce the 2013 budget request from \$4,811,223 to \$4,743,133 and produce budget and levy reductions of 1.1 % and 0.51%, respectively.

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

GENERAL FUND REVENUE SUMMARY

	2010 Actual	2011 Actual	2012 Final Budget	2013 Proposed Budget	2013 vs. 2012
R 101-31010 Current Ad Valorem Taxes-LL	\$4,583,900	\$4,428,762	\$4,191,470	\$4,162,317	
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	
TOTAL GENERAL FUND	\$5,130,465	\$4,982,416	\$4,795,898	\$4,743,133	-1.10%
TAX SUMMARY					
R 101-31010 Taxes, General Fund	\$4,532,030	\$4,681,345	\$4,191,470	\$4,162,317	
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	
Total Proposed Levy	\$4,676,487	\$4,935,601	\$4,496,798	\$4,491,955	-0.11%
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	
Total Levies, City & Special Levies	\$4,812,053	\$5,249,579	\$4,660,226	\$4,636,625	-0.51%

GENERAL FUND EXPENDITURE SUMMARY

	2010 Actual	2011 Actual	2012 Budget	2013 Proposed Budget	2013 vs. 2012
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	\$734,971	0%
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%
TOTAL GENERAL FUND	\$4,977,674	\$4,712,763	\$4,795,898	\$4,743,133	-1.10%

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

	Sources	Uses	Balance
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:

October 17, 2012

Agenda Item Number:

Item 9.0 E.1

Agenda Item:

Cemetery Regulations

Requested Action:

Consider adopting the City Cemetery Regulations

Background Information:

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.

Attachment(s):

- 1) Proposed Cemetery Regulations

Fiscal Impact:

None at this time.

Recommendation(s):

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.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

City of East Bethel

Cemetery Regulations

The purpose of these regulations is to provide a uniform set of rules for the use and visitation of the public cemeteries within the City of East Bethel. The regulations are designed to help improve the appearance and reduce the maintenance requirements for the cemeteries while maintaining respectful grounds for the deceased.

Management

- 1) Oak Leaf Cemetery, Old Bethel Cemetery, and East Bethel Cemetery are owned and operated by the City of East Bethel.
- 2) The City of East Bethel is responsible for the selling and recording of all plots.
- 3) The City of East Bethel is responsible for the opening and closing of all plots. No person shall proceed to disturb the grounds without the approval of the Public Works Manager.
- 4) The City of East Bethel is responsible for the maintenance of the cemetery grounds.
- 5) Prices for plots, plot digging, and other services provided at the city cemeteries are established in the annual fee schedule adopted by the East Bethel City Council.

Visitor Rules

- 1) Cemetery visitors will be allowed in the cemetery from sunrise to sunset. .
- 2) No pets are allowed on the cemetery grounds.
- 3) No motorized vehicles will be allowed off designated roadways at any time with the exception of city maintenance personnel, monument setters, and vault company employees.
- 4) Disturbance the tranquility of the cemetery by noise or other improper conduct is not permitted.
- 5) All visitors are reminded that the cemetery is considered sacred ground for the deceased, and that a strict observance of all proprieties and respect due such a place shall be required.

Burial Rules

- 1) No interment shall take place without compliance of all laws of the State of Minnesota and the regulations of the City of East Bethel.
- 2) 72 hours notification will be required for grave opening services.
- 3) Internment will not be allowed unless in a cement or steel vault, excluding cremations.
- 4) Only one adult interment per grave will be permitted. An infant child or cremation will be allowed at the foot end of an adult grave.
- 5) For record keeping purposes and identification, cremated remains shall not be buried on top of a vault. Only two cremated remains may be buried on a burial site. Center of location is to be 2.5' from the side of the plot and 3' from the end.

Monuments (Plots sold before October 3, 2012)

- 1) While reasonable care will be taken to protect monuments and markers, the City of East Bethel is not responsible for the damage done to monuments or property. Stone monuments are considered private property of the relatives of the deceased and they are therefore responsible for their care.
- 2) All monuments must have a cement base with a minimum 4" margin around the headstone and the base shall be inside of the lot line.
- 3) All large headstones are to be set on the west edge of the lot.
- 4) All markers placed on the east end (foot end) of the grave must be flush to the nominal ground level. At no time shall above ground markers be allowed on the east end of a grave.
- 5) All monuments shall be of good grade marble, granite, or bronze materials built by reputable companies. All foundations for monuments and other structures must be of sufficient depth into the ground in order to support it.
- 6) All monuments must be set in line with other monuments so far as possible.

Monuments (Plots sold after October 3, 2012)

- 1) All markers, both headstones and footstones, must be flush to the nominal ground level.
- 2) While reasonable care will be taken to protect markers, the City of East Bethel is not responsible for the damage done to markers or property. Stone markers are considered private property of the relatives of the deceased and they are therefore responsible for their care.

Privileges and Restrictions for Plot Owners

- 1) No tree or shrub shall be planted, removed, cut down or trimmed on cemetery grounds without permission of the Public Works Manager.
- 2) All newly placed flowers, whether real or artificial, must be in approved above ground pot stands.
- 3) Grave decorations will be allowed for placement on ground only if kept within on foot of grave markers for the period of two weeks prior to Memorial Day and one week following Memorial Day. Following the final allowed date for such decorations, maintenance staff will remove and dispose of those not in approved stands.
- 4) At no time shall jars, tin cans, unsightly plastic containers, fences, retaining walls, or any other objects be allowed in the cemeteries.
- 5) Perpetual care of cemeteries which cover mowing, tree trimming, grass trimming, and leaf removal will be assumed by city maintenance staff only.



City of East Bethel City Council Agenda Information

Date:

October 17, 2012

Agenda Item Number:

Item 9.0 E.2

Agenda Item:

Lighting Options for City Hall Sign

Requested Action:

Consider options for lighting the City Hall sign located at the south entrance of City Hall on 221st Ave

Background Information:

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 221st 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 221st 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 221st 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.

Attachment(s):

- 1) Map of lighting options for City Hall sign

Fiscal Impact:

As stated above.

Funds for this project could be appropriated from the Building Project Capital Fund.

Recommendation(s):

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

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

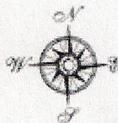


East Bethel City Hall

Lighting Options for City Hall Sign



Aerial Photo: Flown Spring 2011



Prepared by Anoka County GIS Department
This is a compilation of records as they appear in the Anoka County Office affecting the area shown. This drawing is to be used only for reference purposes and the County is not responsible for any inaccuracies herein contained.



City of East Bethel City Council Agenda Information

Date:

October 17, 2012

Agenda Item Number:

Item 9.0 F.1

Agenda Item:

Fire Department Monthly Reports

Requested Action:

Informational only

Background Information:

Fire Department Monthly Report.

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

Fiscal Impact:

None

Recommendation(s):

Informational only.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

INCIDENT TYPE CODES

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

Attachment #1

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

Incident Number	Incident Date	Alarm Time	Location	Incident Type
368	09/30/2012	19:23	19363 Tri Oak CIR NE	321 EMS call
367	09/29/2012	19:36	18164 Highway 65 HWY NE	321 EMS call
366	09/29/2012	16:42	Highway 65 HWY NE	611 Cancelled en route
365	09/28/2012	13:23	23285 Nassau CT NE	321 EMS call
364	09/27/2012	13:37	18164 Highway 65 NE	611 Cancelled en route
363	09/26/2012	15:30	3665 Viking BLVD	321 EMS call
362	09/26/2012	13:38	East Bethel BLVD NE	143 Grass fire
361	09/26/2012	06:32	2459 224th AVE NE	321 EMS call
360	09/25/2012	17:09	4525 Fawn Lake DR NE	321 EMS call
359	09/24/2012	22:49	21730 Zumbrota ST	412 Gas leak (natural gas or LPG)
358	09/24/2012	13:54	1054 237 AVE NE	111 Building fire
357	09/24/2012	11:21	24355 Highway 65 NE	321 EMS call
356	09/22/2012	17:50	19919 NE East Bethel BLVD NE	321 EMS call
355	09/21/2012	17:32	21730 Zumbrota ST NE	321 EMS call
354	09/21/2012	13:25	Stutz ST	321 EMS call
353	09/21/2012	08:24	19923 wild rice DR NE	321 EMS call
352	09/21/2012	02:32	930 203 LN	321 EMS call
351	09/20/2012	10:48	18152 Yancy ST NE	321 EMS call
350	09/19/2012	04:35	3530 Viking BLVD NE	321 EMS call
349	09/18/2012	19:29	4491 194th AVE NE	600 Good intent call, other
348	09/17/2012	18:04	353 Aspen RD NE	321 EMS call
347	09/16/2012	19:27	3634 NE Viking BLVD NE	322 Motor vehicle accident with injuries
346	09/16/2012	15:49	20913 NE Hastings ST	321 EMS call
345	09/16/2012	14:34	1635 NE 207 LN	321 EMS call
344	09/15/2012	21:04	Viking BLVD NE	611 Cancelled en route
343	09/15/2012	20:00	3237 182 LN NE	321 EMS call
342	09/15/2012	13:14	22716 3rd ST	321 EMS call
341	09/15/2012	07:41	22149 Vermillion ST NE	611 Cancelled en route
340	09/14/2012	12:39	2717 183 AVE NE	321 EMS call
339	09/14/2012	07:16	23100 Gopher DR	322 Motor vehicle accident with injuries
338	09/13/2012	20:52	178 Maple RD NE	321 EMS call
337	09/12/2012	16:40	18164 65 HWY NE	321 EMS
336	09/10/2012	21:33	18931 Vikers ST NE	321 EMS call
335	09/10/2012	05:31	65 HWY NE	322 Motor vehicle accident with injuries
334	09/08/2012	17:11	20400 jackson ST	444 Power line down
333	09/07/2012	14:44	18164 Hwy 65	321 EMS call
332	09/06/2012	23:08	664 Lincoln DR NE	321 EMS call
331	09/06/2012	16:21	20675 Hwy 65	611 Dispatched and cancelled en route
330	09/05/2012	21:03	415 NE Ceder RD NE	561 Unauthorized burning
329	09/05/2012	19:51	20026 Erskin	142 Brush and grass fire
328	09/05/2012	18:27	18164 HWY 65 NE HWY NE	321 EMS call
327	09/05/2012	18:20	19523 Jackson ST NE	321 EMS call
326	09/04/2012	11:46	18164 65 HWY NE	611 Dispatched and cancelled en route
325	09/04/2012	03:03	24355 65 HWY	321 EMS call
324	09/03/2012	02:03	18619 Lakeview PT NE	611 Dispatched and cancelled en route
323	09/02/2012	09:55	19432 Leyte ST NE	321 EMS call
322	09/02/2012	01:19	24031 Fillmore ST	321 EMS call
Total				47

City of East Bethel

Subject: Fire Inspector Report

September 1 – 30, 2012

City of East Bethel Fire Inspection List		
Name	Address	Comments
Northside Corvette	20806 Polk St.	No Violations
Hoffman Sod	19455 Hwy 65	No Violations
Hidden Haven Golf	20520 Polk St.	2 nd Inspection: No Violations
Village Green	18164 Hwy 65	No Violations
Crashed Toys	21155 Hwy 65	No Violations
NOTE: First Inspections Unless Noted		

05 Businesses Inspected

Reported by Mark Duchene
Fire Inspectors



City of East Bethel City Council Agenda Information

Date:

October 19, 2012

Agenda Item Number:

Item 9.0 G.1

Agenda Item:

Electronic Reader Board

Requested Action:

Consider the approval of bids for an electronic reader board to be located at Viking Boulevard and Hwy. 65

Background Information:

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 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.
- 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.

Fiscal Impact:

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.

Recommendation(s):

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

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

**BUILDING OFFICIAL AND
INSPECTION SERVICES CONTRACT**

This agreement is entered into this _____ day of _____ 2012 by and between the City of East Bethel, MN, a statutory City, with its principle place of business located at 2242 221st Ave NE , East Bethel, MN 55011 (hereinafter "East Bethel") and the City of Oak Grove MN a Statutory Minnesota City, with its principle offices located at 19900 Nightingale Street NW Cedar, MN 55011 (hereinafter "Oak Grove").

WHEREAS, the Oak Grove has enacted the Minnesota Building Code (the "Code");

WHEREAS, Oak Grove requires designation of a building official, provision of building inspection services to ensure compliance with the Code, and provision of Subsurface Sewage Treatment System ("ISTS") inspections and services;

WHEREAS, East Bethel and or its employees are licensed to serve as the City's building official and provide such inspection services;

WHEREAS, Oak Grove desires to enter into an agreement for the purchase of building official and building inspection services with East Bethel; and

WHEREAS, East Bethel desires to provide such services to Oak Grove.

NOW TIHEREFORE, upon adequate consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. **Inspection services.** During the term of this agreement, East Bethel agrees to perform inspection services as outlined in the proposal dated _____, 2012 (attached hereto as Exhibit A), and as further detailed below:

- a. Provide all services necessary to fulfill designation as the Oak Grove's building official;
- b. Provide Code inspections as required by Minnesota Statutes and local ordinance;
- c. Provide re-inspections as required;
- d. Issue occupancy permits upon final completion of the structure;
- e. Review building plans for compliance with building code requirements;
- f. Review ISTS designs for compliance with MN Rules 7080 and local ordinance, approve designs for installation; complete all required paperwork associated with ISTS installations; and
- g. Provide ISTS inspections as required by applicable law and local ordinance

East Bethel further agrees to assist in zoning enforcement matters as requested, including making interpretations, inspecting non-compliant sites, notifying violators, and follow-up as necessary to gain compliance. Such zoning enforcement work shall be compensated at the hourly rate for additional services as indicated in Exhibit A.

2. Condition of Inspection Services

- a) Oak Grove agrees to provide East Bethel with access to pertinent information, records, systems and data, as determined necessary in the discretion of Inspectron. Oak Grove shall provide all required forms. East Bethel shall assist in the responsibilities of administration and enforcement of its zoning ordinance by reviewing all building permits for final zoning approval and land use.
- b) East Bethel shall perform the services under this contract at such location and at such times as East Bethel deems appropriate while providing the coverage requested by the Oak Grove.
- c) East Bethel shall provide all tools, transportation, and communication devices it deems necessary to carry out the field services of this agreement.
- d) East Bethel agrees to proceed diligently and in accordance with its usual course and manner of business. East Bethel agrees to perform additional services, to which the parties agree during the term of this contract under the terms and conditions of this agreement.

3. **Term of Agreement.** This agreement is effective commencing _____, 2012 and shall consist of a period of twelve months of service. Upon the mutual agreement of the parties, ~~This~~ agreement may be extended, in writing, upon the terms and conditions contained herein.

4. **Payment.** In consideration of such consulting work, the Oak Grove agrees to pay to East Bethel under the following schedule:

- a) In accordance with the proposal attached as Exhibit A.

Hourly charges are inclusive of equipment charges, communication charges and overhead.

Work will be billed on a monthly basis and shall be due and payable upon receipt of such billing. Oak Grove upon receipt of such billing shall pay within 30 days.

Payments more than 30 days delinquent shall accrue a 1.5 percent monthly finance charge.

5. **Modification of Proposal.** Notwithstanding the terms outlined in the proposal attached as Exhibit A, Oak Grove does not by this Agreement, contract with East Bethel for a minimum number of hours per week. The number of hours required of East Bethel shall be at the sole discretion of East Bethel while providing the time necessary to carry out the terms of this agreement.

6. **Relationship.** Nothing in this agreement shall be construed to create employment, a partnership, joint venture, license or agency relationship and neither party shall have the right or authority to bind the other. For the purpose of this Agreement, East Bethel shall be deemed an

independent contractor. East Bethel employees shall not be entitled to any employment benefits customarily given to Oak Grove employees.

7. **Termination.** This agreement may be terminated by either party upon thirty (30) days written notice. Such termination shall not affect the rights and obligations of the parties accrued prior to the termination date or rights under paragraph 3 and 4.

9. **Assignability.** This agreement shall not be assignable by either party without the written consent of the non- assigning party.

10. **Law.** This contract shall be governed by the law of the State of Minnesota. The parties agree that the venue of any legal action arising under the agreement shall be Anoka County, Minnesota. The parties further agree that in the event either party brings an action against the other to enforce any condition or covenant of this agreement the prevailing party shall be entitled to recover its court costs and reasonable attorney fees in the judgment rendered in such action.

11. **Severability.** If any provision of this agreement shall be held by any court to be illegal, invalid or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as to be legal, valid or enforceable. Such illegality, invalidity or unenforceability shall not have effect upon or impair the enforceability of any other provision of this agreement.

12. **Indemnification.** East Bethel shall indemnify, hold harmless Oak Grove, its officers and employees against any and all liability, loss, cost, damages, expenses, claims or actions resulting from omission or negligent acts of Inspectron employees during the performance of this Agreement.

Oak Grove shall indemnify, hold harmless East Bethel, its officers and employees against any and all liability, loss, cost, damages, expenses, claims or actions resulting from omission or negligent acts of City employees during the performance of this Agreement.

East Bethel shall further indemnify Oak Grove against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under employment insurance, social security and income tax laws with respect to Inspectron employees engaged in performance of this Agreement.

13. **Entire Agreement.** This agreement constitutes the entire agreement between the parties. This agreement may be amended only by written agreement of both Oak Grove and East Bethel.

14 DATA PRACTICES.

All data collected, created, received, maintained, or disseminated for any purposes by the activities of East Bethel because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

Trade Secrets: Assuming that the material that the organization would supply is not just proprietary, but also constitutes a trade secret under the Uniform Trade Secrets Act definition, it could be protected under Minn. Stat. Section 13.37 subd. 1(b) and subd. 2. The MGDPA definition of "trade secret information" tracks the language of the UTSA, and thus includes "government data, including a formula, pattern, compilation, program, device, method, technique or process (1) that was supplied by the affected individual or organization, (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy, and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use." If it meets this definition, then subd. 2 makes it nonpublic data with regard to data not on individuals, and private data with regard to data on individuals. Beyond the protections of this provision, it would be difficult for a city to keep a promise of confidentiality.

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15 RECORDS - AVAILABILITY AND RETENTION.

The East Bethel agrees that the City or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the East Bethel and invoice transactions relating to this Agreement.

East Bethel agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement.

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16.MERGER AND MODIFICATION.

A. It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

B. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

Oak Grove

East Bethel

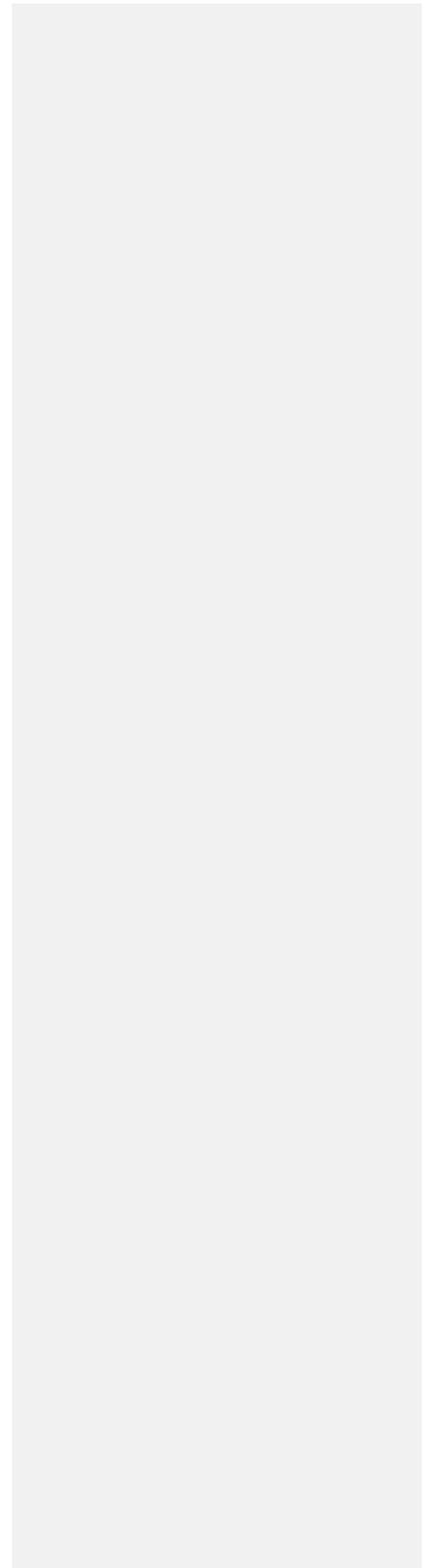
By: _____
Mayor

By: _____
~~Mayor~~

Attest: _____ Attest:

By: _____ By: _____
City Clerk City Clerk

By: _____
City Clerk



BUILDING OFFICIAL AND INSPECTION SERVICES CONTRACT

This agreement is entered into this _____ day of _____ 2012 by and between the City of East Bethel, MN, a statutory City, with its principle place of business located at 2242 221st Ave NE , East Bethel, MN 55011 (hereinafter "East Bethel") and the City of Oak Grove MN a Statutory Minnesota City, with its principle offices located at 19900 Nightingale Street NW Cedar, MN 55011 (hereinafter "Oak Grove").

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WHEREAS, East Bethel and or its employees are licensed to serve as the City's building official and provide such inspection services;

WHEREAS, Oak Grove desires to enter into an agreement for the purchase of building official and building inspection services with East Bethel; and

WHEREAS, East Bethel desires to provide such services to Oak Grove.

NOW TIHEREFORE, upon adequate consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

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- c. Provide re-inspections as required;
- d. Issue occupancy permits upon final completion of the structure;
- e. Review building plans for compliance with building code requirements;
- f. Review ISTS designs for compliance with MN Rules 7080 and local ordinance, approve designs for installation; complete all required paperwork associated with ISTS installations; and
- g. Provide ISTS inspections as required by applicable law and local ordinance

East Bethel further agrees to assist in zoning enforcement matters as requested, including making interpretations, inspecting non-compliant sites, notifying violators, and follow-up as necessary to gain compliance. Such zoning enforcement work shall be compensated at the hourly rate for additional services as indicated in Exhibit A.

2. **Condition of Inspection Services**

- a) Oak Grove agrees to provide East Bethel with access to pertinent information, records, systems and data, as determined necessary in the discretion of Inspectron. Oak Grove shall provide all required forms. East Bethel shall assist in the responsibilities of administration and enforcement of its zoning ordinance by reviewing all building permits for final zoning approval and land use.
- b) East Bethel shall perform the services under this contract at such location and at such times as East Bethel deems appropriate while providing the coverage requested by the Oak Grove.
- c) East Bethel shall provide all tools, transportation, and communication devices it deems necessary to carry out the field services of this agreement.
- d) East Bethel agrees to proceed diligently and in accordance with its usual course and manner of business. East Bethel agrees to perform additional services, to which the parties agree during the term of this contract under the terms and conditions of this agreement.

3. **Term of Agreement.** This agreement is effective commencing _____, 2012 and shall consist of a period of twelve months of service. Upon the mutual agreement of the parties, this agreement may be extended, in writing, upon the terms and conditions contained herein.

4. **Payment.** In consideration of such consulting work, the City of Oak Grove agrees to pay to the City of East Bethel under the following schedule:

- a) In accordance with the proposal attached as Exhibit A.

Hourly charges are inclusive of equipment charges, communication charges and overhead.

Work will be billed on a monthly basis and shall be due and payable upon receipt of such billing. Oak Grove upon receipt of such billing shall pay within 30 days.

Payments more than 30 days delinquent shall accrue a 1.5 percent monthly finance charge.

5. **Modification of Proposal.** Notwithstanding the terms outlined in the proposal attached as Exhibit A, Oak Grove does not by this Agreement, contract with East Bethel for a minimum number of hours per week. The number of hours required of East Bethel shall be at the sole discretion of East Bethel while providing the time necessary to carry out the terms of this agreement.

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10. **Law.** This contract shall be governed by the law of the State of Minnesota. The parties agree that the venue of any legal action arising under the agreement shall be Anoka County, Minnesota. The parties further agree that in the event either party brings an action against the other to enforce any condition or covenant of this agreement the prevailing party shall be entitled to recover its court costs and reasonable attorney fees in the judgment rendered in such action.

11. **Severability.** If any provision of this agreement shall be held by any court to be illegal, invalid or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as to be legal, valid or enforceable. Such illegality, invalidity or unenforceability shall not have effect upon or impair the enforceability of any other provision of this agreement.

12. **Indemnification.** East Bethel shall indemnify, hold harmless Oak Grove, its officers and employees against any and all liability, loss, cost, damages, expenses, claims or actions resulting from omission or negligent acts of East Bethel employees during the performance of this Agreement.

Oak Grove shall indemnify, hold harmless East Bethel, its officers and employees against any and all liability, loss, cost, damages, expenses, claims or actions resulting from omission or negligent acts of City employees during the performance of this Agreement.

East Bethel shall further indemnify Oak Grove against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under employment insurance, social security and income tax laws with respect to the City of East Bethel employees engaged in performance of this Agreement.

13. **Entire Agreement.** This agreement constitutes the entire agreement between the parties. This agreement may be amended only by written agreement of both Oak Grove and East Bethel.

14 DATA PRACTICES.

All data collected, created, received, maintained, or disseminated for any purposes by the activities of East Bethel because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

Trade Secrets: Assuming that the material that the organization would supply is not just proprietary, but also constitutes a trade secret under the Uniform Trade Secrets Act definition, it could be protected under Minn. Stat. Section 13.37 subd. 1(b) and subd. 2. The MGDPA definition of “trade secret information” tracks the language of the UTSA, and thus includes “government data, including a formula, pattern, compilation, program, device, method, technique or process (1) that was supplied by the affected individual or organization, (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy, and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.” If it meets this definition, then subd. 2 makes it nonpublic data with regard to data not on individuals, and private data with regard to data on individuals. Beyond the protections of this provision, it would be difficult for a city to keep a promise of confidentiality.

15 RECORDS - AVAILABILITY AND RETENTION.

The East Bethel agrees that the City or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the East Bethel and invoice transactions relating to this Agreement.

East Bethel agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement.

16.MERGER AND MODIFICATION.

A. It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

B. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

Oak Grove

East Bethel

By: _____
Mayor

By: _____
Mayor:

Attest:

Attest:

By: _____
Clerk

By: _____ City
City Clerk



City of East Bethel City Council Agenda Information

Date:

October 17, 2012

Agenda Item Number:

Item 9.0 G. 2

Agenda Item:

Building Official and Inspection Services Contract

Requested Action:

Consider the approval of contracting Building Official/Inspection Services to the City of Oak Grove

Background Information:

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.

Attachment(s):

Sample Contract and Proposal for Services

Fiscal Impact:

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%.

Recommendation(s):

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.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

EXHIBIT A

City of East Bethel

Proposal for Building Inspection Services

To

**City of Oak Grove
Anoka County
State of Minnesota**

_____, 2012

Proposal

Building Inspection Scope of Services

The City of East Bethel will provide full Building Code Administration, Onsite Sewage Treatment Service administration and Zoning Enforcement. This shall include but not be limited to full building department administration, plan review, permit issuance, field inspections, correction notice issuance and re-inspection, certificate of occupancy issuance, monthly, quarterly and annual reports to the Oak Grove City Clerk, City Council and outside agencies. We will also interact with project developers, contractors and general public on specific project issues; complaints; and code question. The City of East Bethel will calculate the project valuation for determination of state surcharge and building permit fees for every valuation based permit.

Residential service shall be considered 1 & 2 family dwelling units. Any structure containing more than 2 dwelling units shall be considered commercial buildings.

Permits will be issued for all construction work as required in MN State Building Code Chapter 1300.00120. These permits will include but not be limited to:

1. New construction, addition, alteration, repair, remodel, modification, demolition, or moving of all non-residential and accessory structures.
2. Roofing, siding, window replacement.
3. Signs
4. Plumbing new, addition, alteration, remodel, repair or modification.
5. Mechanical new, addition, alteration, remodel or modification.
6. Fire Suppression Systems
7. Fire Alarm Systems

The service will also include coordinating with the planning department for review of permit applications with the City's Zoning ordinance and land use compliance. This will involve routing all permit application to the planners for compliance with setback dimensions, lot coverage limits and minimum lot dimensions. The project will be field inspected by the City of East Bethel to insure compliance with the Zoning Ordinance dimensional standards.

The average turn around time for all non-maintenance projects will be 5-7 days after receipt of all necessary information. Project proponents will be encouraged to use handout materials from The East Bethel Building Department for completion of project plans to avoid delays and "code surprises" upon application for building permit.

A plan submittal checklist will be provided to all permit applicants outlining required submittals to accompany the application. Written plan review comments are provided to every applicant when plan review is performed.

Our office receptionist will schedule all inspections when the permit holder calls the East Bethel Building Department at 763-367-7856 or 763-367-7844. A 24-hour notice is required for all inspection. All inspections will be scheduled within 24 hours of the time requested.

Computerization

The City of East Bethel will prepare the electronic surcharge reports for submittal to the State Treasurer. The City shall forward the report with appropriate fees.

Fee Schedule

The City of East Bethel, proposes to use the 1997 UBC Table 1-A fee schedule to establish building permit fees. The City of East Bethel will review the fee schedule with the Oak Grove City Clerk regularly for conformity with the needs of the City.

The building permit fee will be calculated on the valuation of the proposed project. The building official will calculate the project valuation using the Construction Cost Data published by the State Building Codes and Standard Division annually around the month of May.

A plan review fee of 100% of the valuation schedule will be charged for every project which in the sole discretion of the building official requires a plan to be submitted to demonstrate or clarify the project being permitted.

In addition to the building permit and plan review fees the applicant must also pay a surcharge fee in accordance with Minnesota Statutes 16B.70.

Over the Counter Permits

Separate plumbing and mechanical permits will be required in addition to the building permit for all construction projects that involve installation or changes to the plumbing and mechanical systems.

The City of East Bethel will utilize the existing Oak Grove over the counter permits for the issuance of minor maintenance permits such as roofing, siding, windows, furnace and water heater replacement.

Terms

Payments for permits will be made by the applicants directly to the City of Oak Grove, with all checks made payable to the City of Oak Grove.

The City of East Bethel will have personnel available as needed 5 days per week to cover the building inspection services outlined in the Building Inspection Scope of Services. This schedule will be adjusted as necessary to meet the needs of the public and City staff.

The City of East Bethel will provide the services listed in the Building Inspection Scope of Services for 95% of the building permit fee plus 100% of the plan review fee. Services will be billed to the City on a monthly basis. A report of all building permit activity will be provided with the billing.

All transportation, communication, tools and insurance costs will be the direct responsibility of the City of East Bethel. All records will be maintained in accordance with the City's adopted record retention schedule. The records will be available to the City for examination at anytime during normal business hours or any other pre-arranged time. Records for all closed projects will be delivered to the City on a quarterly basis.

Inspections requested outside of normal business hours, M-F 8:00 a.m. to 4:00 p.m. will be billed to the City of Oak Grove at \$60.00 per hour in addition to the permit fee. Any after hours inspections must be approved by the City of Oak Grove. A 1-hour minimum will apply. The City of East Bethel will retain 100% of this fee.

Additional plan review required by changes, additions or revisions to an approved plan will be billed to the city of Oak Grove at \$60.00 per hour in addition to the permit fee. A 1-hour minimum will apply. The City of East Bethel will retain 100% of this fee. Minor adjustments or changes to the plan that do not affect the scope or structural elements of the project will not require additional review.

The City of East Bethel will bill the City an hourly rate of \$60.00 per hour for all other services requested by the City.

The City of East Bethel, at the direction for the City Council, will also perform General Nuisance zoning enforcement and assist the City with development of a procedure and necessary forms to carry out this responsibility. This will include any junk and blight sweeps made in residential neighborhoods.

The City of East Bethel will provide Fire suppression plan review and inspection on all systems that may be required by the Building or Fire code. The City of East Bethel will do this work as required for the hourly rate of \$60.00.

The terms of this agreement will be reviewed and adjusted on an as needed basis.



City of East Bethel City Council Agenda Information

Date:

October 17, 2012

Agenda Item Number:

9.0 G.3

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 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.

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 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 individual matter and recommends amending the ordinance to clarify the conditions and requirements for refunds of liquor licenses.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

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

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.

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

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.

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

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

From: TROY PARKER [<mailto:troyarker5@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



PUBLIC FORUM SIGN UP SHEET

October 17, 2012

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

The following guidelines apply to the Public Forum:

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

NAME	ADDRESS	PHONE NUMBER	TOPIC

