

# City of East Bethel

## City Council Agenda

Regular Council Meeting – 7:30 p.m.

Date: May 2, 2012



### Item

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

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

7:32 PM **3.0 Adopt Agenda**

7:34 PM **4.0 Public Forum**

7:50 PM **5.0 Consent Agenda**

*Any item on the consent agenda may be removed for consideration by request of any one Council Member and put on the regular agenda for discussion and consideration*

- |            |    |   |
|------------|----|---|
| Page 4-8   | A. | Approve Bills   |
| Page 9-22  | B. | Meeting Minutes, April 18, 2012, Regular Meeting                          |
| Page 23    | C. | Resolution 2012-23 Accepting Donations for the Fire Department.           |
|            | D. | Approve Completion of Probation – Receptionist                            |
| Page 24-26 | E. | Pay Estimate #2, Municipal Builders, Inc. for Water Treatment Plant No. 1 |
| Page 27-33 | F. | Pay Estimate #12, S.R. Weidema, Phase 1, Project 1 Utility Improvements   |
|            | G. | Fire Fighter Resignations   |
| Page 34-35 | H. | Release Landborg Escrow for Wetlands                                      |

### New Business

**6.0** Commission, Association and Task Force Reports

- |            |    |  |
|------------|----|--|
|            | A. | EDA Commission   |
| 8:00 PM    | B. | Planning Commission  |
| Page 36-40 | 1. | Katy & Keith Murshcel, 954 197 <sup>th</sup> Avenue NE, Interim Use Permit for Horses  |
| Page 41-51 | 2. | Tim Chies & Jordan Valder, 18805 Highway 65 NE, Interim Use Permit for Automotive and Motorcycle Internet Distribution Sales |
| Page 52-69 | 3. | CD Properties, Classic Commercial Park 2 <sup>nd</sup> Addition, Concept Plan  |
|            | C. | Park Commission  |
|            | D. | Road Commission  |

### 7.0 Department Reports

- |            |    |  |
|------------|----|--|
|            | A. | Community Development  |
| 8:30 PM    | B. | Engineer   |
| Page 70-74 | 1. | MCES Amendment #1 Castle Towers Construction Agreement             |
| Page 75-77 | 2. | Water Tower Color Selection  |
|            | C. | Attorney   |
|            | D. | Finance  |
| 8:50 PM    | E. | Public Works   |
| Page 78-82 | 1. | Castle Towers Wastewater Treatment Facility Corrective Action Plan |
| 9:05 PM    | F. | Fire Department  |
| Page 83-84 | 1. | Minnesota DNR Wildland Fire Grant                                  |

- Page 85
- 9:15 PM
- Page 86-92
- Page 93-101
- Page 102-103
- 2. Update on Shared Services Fire Committee (Bethel, Nowthen, Oak Grove, Ramsey and St. Francis)
- G. City Administrator
  - 1. Ordinance 35, Second Series, Amending Chapter 18, Article IV Regulating the Sale of Tobacco
  - 2. Ordinance 37, Second Series, Amending Chapter 6, Alcoholic Beverages
  - 3. Ordinance 38, Second Series, Repealing Sections 18-180 and Subpart (c) and (d) of Section 6-93 of the Code of Ordinances for the City of East Bethel

**8.0 Other**

- 9:30 PM
- 9:40 PM
- A. Council Reports
- B. Other

**9.0 Adjourn**



**Payments for Council Approval May 2, 2012**

Bills to be Approved for Payment	\$135,705.13
Electronic Payroll Payments	\$21,000.35
Payroll City Staff - April 26, 2012	\$30,653.40
<b>Total to be Approved for Payment</b>	<b>\$187,358.88</b>

# City of East Bethel

May 2, 2012

## Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Arena Operations	Auto/Misc Licensing Fees/Taxes	173323430003	Anoka County	615	49851	545.16
Arena Operations	Gas Utilities	322155372	Xcel Energy	615	49851	1,100.37
Arena Operations	Refuse Removal	76633	Walters Recycling, Inc.	615	49851	29.22
Arena Operations	Refuse Removal	76633	Walters Recycling, Inc.	615	49851	164.70
Building Inspection	Motor Fuels	2035155	Lubricant Technologies, Inc.	101	42410	342.18
Building Inspection	Surcharge Remittance	1st Qtr 2012	MN Dept Labor & Industry	101		389.09
Building Inspection	Telephone	332373310-125	Nextel Communications	101	42410	17.78
Central Services/Supplies	Legal Notices	IQ 01797079	ECM Publishers, Inc.	101	48150	107.63
Central Services/Supplies	Office Supplies	603739371001	Office Depot	101	48150	260.37
Central Services/Supplies	Office Supplies	604984927001	Office Depot	101	48150	40.35
Central Services/Supplies	Office Supplies	604985046001	Office Depot	101	48150	6.40
Central Services/Supplies	Telephone	9564567	Integra Telecom	101	48150	221.59
City Administration	Travel Expenses	042412	Jack Davis	101	41320	108.78
Civic Events	Professional Services Fees	2012	Hollywood Pyrotechnics, Inc.	101	45311	2,500.00
Fire Department	Auto/Misc Licensing Fees/Taxes	273323230008	Anoka County	101	42210	545.16
Fire Department	Auto/Misc Licensing Fees/Taxes	363323240084	Anoka County	101	42210	53.23
Fire Department	Auto/Misc Licensing Fees/Taxes	32939	Emedded Systems, Inc.	101	42210	650.00
Fire Department	Clothing & Personal Equipment	119786	Aspen Mills, Inc.	101	42210	44.95
Fire Department	Clothing & Personal Equipment	119890	Aspen Mills, Inc.	101	42210	90.90
Fire Department	Dues and Subscriptions	50	North Suburban Reg Mutual Aid	101	42210	150.00
Fire Department	Employer Paid Expenses	6	MFSCB	231	42210	300.00
Fire Department	Gas Utilities	322155372	Xcel Energy	101	42210	621.52
Fire Department	General Operating Supplies	33948	Menards Cambridge	101	42210	119.96
Fire Department	General Operating Supplies	43725	Metro Fire, Inc.	101	42210	325.00
Fire Department	General Operating Supplies	100018759	Soderquist's Market	101	42210	39.90
Fire Department	Motor Fuels	2035155	Lubricant Technologies, Inc.	101	42210	544.35
Fire Department	Motor Fuels	2035156	Lubricant Technologies, Inc.	101	42210	481.08
Fire Department	Motor Vehicle Services (Lic d)	52911	Hayford Ford	101	42210	214.09
Fire Department	Professional Services Fees	050212	City of East Bethel	231	42210	1,666.67
Fire Department	Refuse Removal	76633	Walters Recycling, Inc.	101	42210	39.77
Fire Department	Telephone	9564567	Integra Telecom	101	42210	138.50
Fire Department	Telephone	332373310-125	Nextel Communications	101	42210	102.53
Fire Department	Tires	33948	Menards Cambridge	101	42210	160.88
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	355943	Ham Lake Hardware	101	41940	6.95
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	32181	Menards Cambridge	101	41940	11.81
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	9994	Betz Mechanical, Inc.	101	41940	282.05
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	34860	Menards Cambridge	101	41940	32.04
General Govt Buildings/Plant	Gas Utilities	322155372	Xcel Energy	101	41940	304.05
General Govt Buildings/Plant	Refuse Removal	76633	Walters Recycling, Inc.	101	41940	29.35
General Govt Buildings/Plant	Repairs/Maint Machinery/Equip	H986713	CDW Government, Inc.	101	41940	310.22
Information Technology Service	Info Systems Equip	51066278	Hewlett-Packard Company	701	49960	6,985.82
Information Technology Service	Info Systems Equip	B00593975	SHI	701	49960	856.07
Legal	Legal Fees	46450	State of Minnesota	101	41610	16.50
Mayor/City Council	Professional Services Fees	216542	Municipal Code Corp.	101	41110	1,897.62
Mayor/City Council	Small Tools and Minor Equip	604666385001	Office Depot	101	41110	69.20
Park Capital Projects	Bldg/Facility Repair Supplies	807366	GameTime	407	40700	408.09
Park Maintenance	Auto/Misc Licensing Fees/Taxes	043323430001	Anoka County	101	43201	155.53
Park Maintenance	Auto/Misc Licensing Fees/Taxes	353323130003	Anoka County	101	43201	25.00
Park Maintenance	Auto/Misc Licensing Fees/Taxes	353323310005	Anoka County	101	43201	25.00
Park Maintenance	Chemicals and Chem Products	H34135	Federated Co-ops	101	43201	1,235.48
Park Maintenance	Cleaning Supplies	9795571448	Grainger	101	43201	73.17

# City of East Bethel

May 2, 2012

## Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Park Maintenance	Clothing & Personal Equipment	470806214	Cintas Corporation #470	101	43201	48.03
Park Maintenance	Clothing & Personal Equipment	470809466	Cintas Corporation #470	101	43201	48.03
Park Maintenance	Conferences/Meetings	100010510	Soderquist's Market	101	43201	12.27
Park Maintenance	Equipment Parts	1539-140653	O'Reilly Auto Stores Inc.	101	43201	4.25
Park Maintenance	General Operating Supplies	354374	Ham Lake Hardware	101	43201	28.36
Park Maintenance	General Operating Supplies	355699	Ham Lake Hardware	101	43201	15.13
Park Maintenance	Motor Fuels	2035155	Lubricant Technologies, Inc.	101	43201	466.58
Park Maintenance	Motor Fuels	2035156	Lubricant Technologies, Inc.	101	43201	925.17
Park Maintenance	Motor Vehicles Parts	1539-138494	O'Reilly Auto Stores Inc.	101	43201	38.51
Park Maintenance	Other Equipment Rentals	52283	Jimmy's Johnnys, Inc.	101	43201	52.86
Park Maintenance	Park/Landscaping Materials	60853853	John Deere Landscapes	101	43201	82.03
Park Maintenance	Repairs/Maint Machinery/Equip	170108	Lehmann's Power Equipment	101	43201	49.47
Park Maintenance	Repairs/Maint Machinery/Equip	170109	Lehmann's Power Equipment	101	43201	35.00
Park Maintenance	Sign/Striping Repair Materials	706	Court Surfaces & Repair	101	43201	325.00
Park Maintenance	Small Tools and Minor Equip	98458	Menards - Forest Lake	101	43201	54.87
Park Maintenance	Telephone	9564567	Integra Telecom	101	43201	50.78
Park Maintenance	Telephone	332373310-125	Nextel Communications	101	43201	70.39
Payroll	Insurance Premium	4835771	Delta Dental	101		886.25
Payroll	Insurance Premium	041212	Medica Health Plans	101		10,238.35
Planning and Zoning	Legal Notices	IQ 01797080	ECM Publishers, Inc.	101	41910	46.13
Planning and Zoning	Legal Notices	IQ 01797081	ECM Publishers, Inc.	101	41910	46.13
Planning and Zoning	Legal Notices	IQ 01797082	ECM Publishers, Inc.	101	41910	46.13
Planning and Zoning	Telephone	332373310-125	Nextel Communications	101	41910	17.57
Recycling Operations	Auto/Misc Licensing Fees/Taxes	273323240010	Anoka County	226	43235	21.29
Recycling Operations	Gas Utilities	322155372	Xcel Energy	226	43235	126.45
Recycling Operations	Other Equipment Rentals	52283	Jimmy's Johnnys, Inc.	226	43235	52.87
Recycling Operations	Refuse Removal	76633	Walters Recycling, Inc.	226	43235	249.64
Sewer Operations	Bldg/Facility Repair Supplies	45036	General Repair Service	602	49451	3,250.35
Sewer Operations	Bldg/Facility Repair Supplies	97752	Menards - Forest Lake	602	49451	254.10
Sewer Operations	Chemicals and Chem Products	3329918 RI	Hawkins, Inc	602	49451	665.07
Sewer Operations	Safety Supplies	80746112	Bound Tree Medical, LLC	602	49451	35.32
Sewer Operations	Safety Supplies	80746113	Bound Tree Medical, LLC	602	49451	187.10
Sewer Utility Capital Projects	Architect/Engineering Fees	145970	Bolton & Menk, Inc.	434	49455	32,609.26
Sewer Utility Capital Projects	Architect/Engineering Fees	145970	Bolton & Menk, Inc.	434		51,004.24
Street Maintenance	Bldg/Facility Repair Supplies	32181	Menards Cambridge	101	43220	26.49
Street Maintenance	Bldgs/Facilities Repair/Maint	470806214	Cintas Corporation #470	101	43220	26.49
Street Maintenance	Bldgs/Facilities Repair/Maint	470809466	Cintas Corporation #470	101	43220	26.49
Street Maintenance	Clothing & Personal Equipment	470806214	Cintas Corporation #470	101	43220	47.45
Street Maintenance	Clothing & Personal Equipment	470809466	Cintas Corporation #470	101	43220	47.45
Street Maintenance	Equipment Parts	138458-IN	Zarnoth Brush Works, Inc.	101	43220	254.36
Street Maintenance	Gas Utilities	322155372	Xcel Energy	101	43220	351.45
Street Maintenance	Lubricants and Additives	PC200071557	Ziegler Rental	101	43220	85.47
Street Maintenance	Motor Fuels	2035155	Lubricant Technologies, Inc.	101	43220	202.18
Street Maintenance	Motor Fuels	2035156	Lubricant Technologies, Inc.	101	43220	2,294.44
Street Maintenance	Motor Vehicles Parts	1539-137537	O'Reilly Auto Stores Inc.	101	43220	100.04
Street Maintenance	Motor Vehicles Parts	1539-137538	O'Reilly Auto Stores Inc.	101	43220	188.39
Street Maintenance	Motor Vehicles Parts	1539-137561	O'Reilly Auto Stores Inc.	101	43220	23.02
Street Maintenance	Motor Vehicles Parts	1539-139509	O'Reilly Auto Stores Inc.	101	43220	6.05
Street Maintenance	Office Supplies	604475695001	Office Depot	101	43220	31.29
Street Maintenance	Refuse Removal	76633	Walters Recycling, Inc.	101	43220	349.44
Street Maintenance	Safety Supplies	80746112	Bound Tree Medical, LLC	101	43220	35.31

# City of East Bethel

May 2, 2012

## Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Street Maintenance	Safety Supplies	80746113	Bound Tree Medical, LLC	101	43220	187.09
Street Maintenance	Shop Supplies	241672	S & S Industrial Supply	101	43220	38.67
Street Maintenance	Small Tools and Minor Equip	4041142249	HSBC Business Solutions	101	43220	185.19
Street Maintenance	Street Maint Materials	14071	Bjorklund Companies, LLC	101	43220	259.76
Street Maintenance	Street Maint Materials	122499	City of St. Paul	101	43220	1,253.60
Street Maintenance	Telephone	9564567	Integra Telecom	101	43220	50.78
Street Maintenance	Telephone	332373310-125	Nextel Communications	101	43220	143.55
Water Utility Capital Projects	Auto/Misc Licensing Fees/Taxes	293323230005	Anoka County	433	49405	53.23
Water Utility Capital Projects	Professional Services Fees	349327	Braun Intertec Corporation	433	49405	959.01
Water Utility Capital Projects	Professional Services Fees	349327	Braun Intertec Corporation	434		1,499.99
Water Utility Operations	Auto/Misc Licensing Fees/Taxes	293423220142	Anoka County	601	49401	53.23
Water Utility Operations	Gas Utilities	041612	CenterPoint Energy	601	49401	36.18
						<b>\$135,705.13</b>

# City of East Bethel

May 2, 2012

## Payment Summary

	Electronic Payments	
Payroll	PERA	\$5,310.54
Payroll	Federal Withholding	\$4,708.17
Payroll	Medicare Withholding	\$1,298.88
Payroll	FICA Tax Withholding	\$4,658.24
Payroll	State Withholding	\$1,936.12
Payroll	MSRS	\$3,088.40
		<b>\$21,000.35</b>



# City of East Bethel City Council Agenda Information

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**Date:**

May 2, 2012

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**Agenda Item Number:**

Item 5.0 A-H

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**Agenda Item:**

Consent Agenda

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**Requested Action:**

Consider approving Consent Agenda as presented

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**Background Information:**

Item A

Bills/Claims

Item B

Meeting Minutes, April 18, 2012 Regular City Council

Meeting minutes from the April 18, 2012 Regular City Council Meeting are attached for your review and approval.

Item C

Resolution 2012-23 Accepting Donations for the Fire Department

Several donations have been made in the memory of Janet "Tillie" Snyder for the benefit of the Fire Department. The family of Ms. Snyder expressed their thanks to the Fire Department for their help over the past five years with their family member.

Staff recommends that City Council adopt Resolution 2012-23 Accepting the Donations for the Fire Department.

Item D

Approve Completion of Probation - Receptionist

Ms. Carrie Frost began employment with the City on November 4, 2011 as the City Receptionist. Since that time, she has performed in an exceptional and exemplary manner and has exceeded the expectations of her position duties. Staff is recommending her appointment as a regular employee based on the completion of the six month probationary period required of all new employees.

Item E

Pay Estimate #2, Municipal Builders, Inc. for Water Treatment Plant No. 1

This item includes Pay Estimate #2 to Municipal Builders, Inc. for the construction of Water Treatment Plant No. 1. This pay estimate includes payment for the building permit, approved electrical design drawings, building foundation construction, all underground sewer and water

construction, and a majority of the site grading. Staff recommends partial payment of \$290,272.79. Payment for this project will be financed from the bond proceeds. Funds, as noted above, are available and appropriate for this project. A copy of Pay Estimate #2 is attached.

Item F

Pay Estimate #12, S.R. Weidema, Phase 1, Project 1, Utility Improvements

This item includes Pay Estimate #12 to S.R. Weidema for the construction of the Phase 1, Project 1 Utility Improvements. The major pay items for this pay request include discharge pipe and watermain installation along TH 65, sanitary sewer and watermain installation along Taylor Street and other miscellaneous items. Two separate payments will be made. One payment will be to S.R. Weidema and the other will be to the escrow account established at TCF Bank. Staff recommends partial payment of \$497,104.15. A summary of the recommended payment breakdown is as follows:

<b>Contractor Payment Summary</b>			
	Totals to Date	Less Previous Payments	Amount Due this Estimate
MCES	\$4,819,591.73	\$4,728,034.80	\$91,556.93
City	\$3,730,009.59	\$3,349,317.57	\$380,692.02
<b>Total</b>	<b>\$8,549,601.32</b>	<b>\$8,077,352.37</b>	<b>\$472,248.95</b>
<b>Escrow Payment Summary</b>			
	Totals to Date	Less Previous Payments	Amount Due this Estimate
MCES	\$253,662.72	\$248,843.94	\$4,818.78
City	\$196,316.29	\$176,279.87	\$20,036.42
<b>Total</b>	<b>\$449,979.01</b>	<b>\$425,123.81</b>	<b>\$24,855.20</b>

The payment includes \$472,248.95 to S.R. Weidema and \$24,855.20 to the escrow account for a total of \$497,104.15. Payment for this project will be financed from the bond proceeds. Funds, as noted above, are available and appropriate for this project. A copy of the Pay Estimate is attached.

Item G

Fire Fighter Resignations

Jason Novak has submitted his resignation as Fire Fighter with the City of East Bethel. Mr. Novak has served the City as Fire Fighter 12 years. Jason Novak and his family have moved out of the City of East Bethel.

Jeremy Wall has submitted his resignation effective May 1, 2012. Mr. Wall has been on a personal leave of absence for the past six months. He is currently living in Cody, Wyoming and has decided to make that his permanent home.

Item H

Release Landborg Escrow for Wetlands

In 2007 Tim Landborg permitted a mining operation on property that he owned. The property is located north of 205<sup>th</sup> Avenue and directly east of the East Bethel Ice Arena property. A location map is included as Attachment 1. The main purpose of the mining operation was to create new wetlands to replace the wetlands that were impacted as part of the mining operation that was completed on the property in the northwest quadrant of Trunk Highway 65 and Viking Boulevard. At that time Mr. Landborg also planned to create a wetland bank for the excess credits. The wetland bank permit was started in 2007 however the excess credits have not to date been established in a wetland bank.

Mr. Landborg currently has a \$4,500 escrow account established at the City. Mr. Landborg's current outstanding development review fees are \$2,452.46. Mr. Landborg has requested that the City consider returning the \$4,500 escrow and forgiving the current development review fees in exchange for the excess wetland credits. A letter from Tim Landborg releasing his rights to any future banking claims on this property is also attached.

At the January 18, 2012 City Council meeting staff presented three options regarding Mr. Landborg's request. The Council approved Option 2 which included the City assisting Mr. Landborg with finalizing the wetland monitoring and certificate of completion in order for him to receive credit for his wetland impacts on the Viking/TH65 site. Also the \$4,500 escrow account established at the City would be returned and the current outstanding development review fees of \$2,452.46 would be forgiven. In exchange for completing the wetland permitting and forgiving the outstanding development review fees, it is agreed between the City and Tim Landborg, that the City could then use the excess wetland credits to mitigate the wetland impacts for the City's Water Treatment Plant access road which requires approximately 0.9 acres of wetland replacement. The estimated savings to the City for this option is \$49,000.

The permitting has been completed and the Technical Evaluation Panel has approved the City's request to replace the wetlands for the Water Treatment Plant site at the Landborg bank site. Staff recommends that Council approve release of Tim Landborg's escrow of \$4,500 and further forgives the current development fees of \$2,452.46.

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**Fiscal Impact:**

As noted above.

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**Recommendation(s):**

Recommend approval of the Consent Agenda as presented.

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**City Council Action**

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

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

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

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

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

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

## EAST BETHEL CITY COUNCIL MEETING

April 18, 2012

The East Bethel City Council met on April 18, 2012 at 7:30 PM for their regular meeting at City Hall.

MEMBERS PRESENT: Bill Boyer                      Bob DeRoche                      Richard Lawrence  
                                 Heidi Moegerle                      Steve Voss

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

Call to Order     **The April 18, 2012 City Council meeting was called to order by Mayor Lawrence at 7:30 PM.**

Adopt Agenda     **Voss made a motion to adopt the April 18, 2012 City Council agenda. Lawrence seconded; all in favor, motion carries.**

Dangerous Dog Hearing – Lucas Ogborn – 20864

Davis explained that this hearing relates to a dog bite incident that occurred on March 11, 2012. The Anoka County Sherriff's office reported a three year old Husky- Labrador mix in the public right of way in front of 20864 Tippecanoe St. NE bit a resident.

Tippecanoe Street NE

The incident was unprovoked and it is now sufficient to issue a dangerous dog notice pursuant to Chapter 10 of the city code based on the sheriff's report and the past history of the animal. Staff has included a copy of the incident report. There has been no written appeal by the owners. A review of city records indicates that the dog was not licensed at the time of the incident but the owner obtained a license the following day, March 12, 2012. The dog is current with his rabies vaccinations. The owner of the dog paid the fees to release the dog from quarantine and is currently in the custody of the owner.

Pursuant to City Code Chapter 10, Section 10-72, the owner is to be granted a hearing before the city council.

The City Council pursuant to section 10-72 has several obligations and options regarding this matter.

1. Conduct the hearing allowing the owner to present reasons, if present, why the dangerous dog determination should be lifted or sustained.
2. If the dangerous dog determination is sustained, identify the action to be taken:
  - a. Dispose of the animal
  - b. Allow the owners to keep the animal with restrictions.
3. If the dangerous dog determination is not sustained, make a determination that the animal is to be released without further action from or by the City Council.

Staff has outlined the requirements for maintaining the animal should the dangerous dog determination be sustained. Per City Code these include:

- (a) If after a hearing, if a hearing is requested under section 10-72, the City Council finds the dog to be dangerous but does not order the destruction of the dog, the council shall order all of the following requirements for the keeping of the dog in the city, which, beginning six months after the dog is declared a dangerous dog, will be

reviewed on an annual basis by the city administrator. If, in reviewing the requirements for keeping a dangerous dog, the owner has provided the evidence required under Minn. Stats. §347.51, subd. 3a. and there have been no ordinance violations for a period of two years, the city administrator may use discretion in determining whether any of the requirements set forth below will still be required:

- 1) That the owner provide and maintain a proper enclosure for the dangerous dog as defined in section 10-70;
- 2) That the owner post the front and the rear of the premises with clearly visible warning signs, including a warning symbol, a copy of which will be furnished by the city, to inform children, that there is a dangerous dog on the property as specified in Minn. Stats. §347.51. The owner must pay a reasonable fee to cover the cost of the warning symbol;
- 3) That an easily identifiable, standardized tag identifying the dog as dangerous and containing the uniform dangerous dog symbol must be affixed to the dog's collar at all times as specified in Minn. Stats. §347.51;
- 4) That the owner provides and shows proof annually of public liability insurance paid in full in the minimum amount of \$300,000. The insurance must insure the owner for any personal injuries inflicted by the dangerous dog. The owner shall have 14 business days from the request to show proof of insurance, except that if the dog is impounded, proof of insurance must be demonstrated prior to the dog's release;
- 5) That if the dog is outside the proper enclosure, the dog must be muzzled and restrained by a substantial chain or leash (not to exceed six feet in length) and under the physical restraint of a person 18 years of age or older. The muzzle must be of such design as to prevent the dog from biting any person or animal but will not cause injury to the dog or interfere with its vision or respiration;
- 6) That the owner provides and shows proof of microchip identification implanted in the dog as required in Minn. Stats. §347. 515;
- 7) That all dogs deemed dangerous by the City Council be registered with the city within 14 days after the date the dog was so deemed and provide satisfactory proof thereof to the city administrator;
- 8) That the dog be sterilized at the owner's expense;
- 9) The dog must have a lifetime license and be up to date on rabies vaccination; and
- 10) That the owner must allow a compliance official on the owner's property to conduct a site inspection within 14 days of determination of dangerous dog by the City Council.

(b) The animal control authority shall seize any dangerous dog if the owner(s) do(es) not meet each of the above requirements ordered by the city council within 14 days after the date notice is sent to the owner(s) that the dog is dangerous and no appeal has been filed.

(c) A dangerous dog seized under this section may be reclaimed by the owner(s) of the animal upon payment of impounding and boarding fees and presenting proof to the animal control authority that each of the requirements under this division of this Code have been met. An animal not reclaimed under this section within 14 days may be disposed of as provided under section 10-73, and the owner(s) is(are) liable to the animal control authority for costs incurred in confining and destroying the dog.

(d) If an owner of a dog which has been declared dangerous and is subject to the requirements of this section has allegedly failed to comply with the requirements, the dog must be seized by the animal control authority. Notice shall be provided to the owner(s) of the basis for the seizure and the right to request a hearing before the City Council to determine whether the requirements were violated. A request for hearing must be made within 14 days of the seizure. If the owner(s) fail(s) to request a hearing within 14 days, or is (are) found to have violated the requirements, the council shall order the dog destroyed in a proper and humane manner and the owner(s) shall pay the costs of confining and destroying the dog. If the owner(s) is (are) found not to have violated the requirements, the owner(s) may reclaim the dog under the provisions of this section.

(e) The owner(s) of a dog that has been declared dangerous shall pay an annual registration fee to the city of \$500.00 in addition to any regular dog licensing fees and a reasonable fee to cover the city's administrative costs within 14 days of the declaration and again after annual anniversary dates. If the dog has been impounded, the fee must be paid prior to the dog's release. The animal control authority shall issue a certificate of registration to the owner of a dangerous dog if the owner presents sufficient evidence of compliance with the requirements of this section.

Staff seeks direction regarding the dangerous dog determination in this incident pursuant to City Code Chapter 10, and recommends opening the hearing. Lawrence asked the city attorney, "Do you have an opinion regarding the hearing on the dangerous dog?" Vierling, "If the owner of the dog in the case has not made application for a hearing, the animal is automatically deemed dangerous by the certification of the city administrator because it hasn't been challenged. The Council can go directly to determination of requirements or sanctions if you so choose." Mayor Lawrence asked, "Is the owner of Rocco (the animal referenced in the hearing documents) here?" There was no response. Lawrence, "There are residents that here that want to speak on this issue."

Jill Teetzel, 20913 Rendova Street NE, "My property abuts the property at 20864 Tippecanoe Street NE, where the referenced dog "Rocco" resides. I provided the Council a diagram showing our properties. On the map you will see the two previously referenced properties shown and Whispering Oaks Park. I have additionally noted two other areas on the diagram, my son's play area and a path. The play area is where my son sometimes plays. He will either bike through our property to get there or walk. The path (as it has been referenced before by city staff) is an area on our property that used to be the drive to an old farm house in the development. We frequently see kids biking and walking through this area. We have asked them to stay off our property and also posted no trespassing signs."

Teetzel, "The reason I am here tonight is my concerns over Rocco. I have three concerns, my son, my family's safety and persons walking on our property. First and foremost is my son's safety. My son is disabled. He functions at about a 3-4 year old level and cannot talk.

But like most kids, he likes to explore, ride his bike, and loves animals very much. We have to keep an eye on him at all times as he will wander off exploring. I have seen Rocco playing catch with a ball in their backyard unleashed. And, I know my son. He would be interested and bike or walk over to their property to watch. Rocco looks very similar to our dog, only our dog is yellow and Rocco is black. My concern is that Rocco would drop his ball and attack my son as he did with the boy in the street. If he did get attacked, my concern would be the long-lasting impact on him. He has issues due to his disability and he loves animals. I would hate for him to have an experience with an animal that wasn't positive and that may result in us having to get rid of our own animals because of Rocco.

Teetzel, "Secondly is my families safety on our property. I worry about riding our ATV on our property, walking or just in general doing our chores with Rocco playing next door. Lastly, there are a number of kids and adults that cut through our property. We do have it posted as "No Trespassing" but people cut through anyways. I am very worried that people passing through our property would get attacked by Rocco. This would cause us a lot of issues, starting with property insurance, potential lawsuits, etc. I don't want to have to worry about someone trespassing on my property getting bit by the next door neighbor's dog that has bitten a few other people already, all unprovoked. As an animal lover I don't think it is normal for animal to attack unprovoked and it causes concern. I hope the Council will take action and consider my concerns when considering the action.

Dino Perfetti, 20654 Austin St. NE, "I live ¼ mile from where the incident took place. I have a nine year old son who rides his bike all summer long right past that area, right by the park. I just want it to be known that I am very concerned about his safety and he is very afraid after hearing about this incident about riding his bike there without adult supervision. I don't have the details, but it has been said that this dog has had two other incidnets just like this in St. Paul. Reports of the same kind of thing. Again, I don't have the particulars, but would hope we would check into that further if we need to before making any decisions."

Wendy Borstner, 20754 Okinawa Street NE, "My son was the victim and I do have a concern for all the other children in the neighborhood. I see the do have a fence which isn't very tall. For a dog that size, it is not going to keep him in. I am looking out for the safety of others. My son was totally innocent riding his bike and got attacked by this dog. And if a dog has a incident in a different area, you need to keep him contained and not be throwing toys out in the street. It could have gone a lot further, but I took care of things myself. I could have taken him to the doctor and they could have bills." Boyer asked what was the size of this dog? Gimpl, "About 110 pounds. Borstner, "And my son had to push him off, he was still riding his bike and he had to push him away." Lawrence, "Is your son doing okay?" Borstner, "He is doing fine. It is just the whole aspect of them having an incident and then having it happen again."

DeRoche asked to hear from the city animal control officer, she picked the dog up. Boyer asked what the dog was like when she had him. Tammy Gimpl, East Bethel Animal Control Officer, "He was fine with the people that she picked him up from. And I know how not to get bit. But on the way to my place, there were bikers and walkers we went by and he went ballistic." Moegerle, "How did he behave when he was with you?" Gimpl, "Again, I know dogs so. I don't let him around other people or dogs. He was under quarantine." DeRoche, "What do you think are the chances to this dog biting again?" Gimpl, "Very good." Moegerle asked "What kind of conversations or discussions did you have with the owners?" Gimpl, "When I picked the dog up I had a discussion with Lucas and I asked him about whether the dog was deemed dangerous. If he had any incidents and he said no. And that

was it. So, when I got him home, I scanned his chip and found out he had incidnets in St. Paul and the owner wasn't very forthcoming with me." Moegerle, "When I read the information from St. Paul, the owner was different, do we know anything about this, why the ownership changed?" DeRoche, "Yes, there was three owners. I did contact St. Paul to address the other concerns on the other bites. And I wanted to know how you go from potentially dangerous, to dangerous, to potentially dangerous, to now the dog is up here. What they said is the first bite the dog was automatically classified as potentially dangerous automatically. If there are some real bad puncture marks, then they go before a hearing officer. The first incident he said it could have been a bite, or she could have scraped her leg when getting off the bike. The second incident, was two dogs, and neither parties came to the hearing so it was hard to determine if there as a bite in the incident. The third incident, the dog jumped up and bit. I needed to find out how bad is this dog, because this is a serous thing. Then the fourth bite. Unfortunately, do I think it is a bad dog, no, I think it is a bad owner. But that doesn't change what he dog is now and the propensity to do it again. And he checked with other people, spoke with Gimpl and unfortunately this dog doesn't have a whole lot of hope."

Borstner, "I want to add, when my son got bit, they asked him if he was okay, he said yes, and came home. He had a couple punctures in his back and was bleeding and I was pretty irritated so I went over there. I went up to the house and asked who owns this dog and it took me three times saying it before I got a response. The one girl got up and said it was her mom's dog. I asked if she had proof of rabies. She said no, but trust me, he has his rabies. I said I wanted to see proof of rabies because I needed to know what I need to do with my child. I said my other option is to call the cops. She said please don't call the cops because the next incident will make the dog have to go down. And that triggerred me to call the cops."

Deputy Shawn Merit, East Bethel Contract Day Shift, "I am the one that received the call for this dog bite and gathered all the information for the report." DeRoche, "When you got there was the dog under control?" Deputy Merit, "The dog was inside, and then somebody brought the dog outside. When the dog was around the right people he is fine, not aggressive. But that is not what we are seeing what happens in these situations. There was a younger female that said her aunt owned the dog when she lived in St. Paul, with Lucas, he also lived there. Apparently Lucas was going to be taking control of the dog, transferring ownership of the dog with the city and he hadn't done it yet at that point.

DeRoche asked, "Did they say anything to you about a lifetime license? Because according to St. Paul, this dog should have had a lifetime license." Deputy Merit, "Nothing was mentioned to me. There was a couple people outside when I got there. Lucas and two other individuals outside when it happened. One of the other individuals had threw a ball into the street and the dog had run out to get it when the victim was riding a bike down the street. As the dog got up to the victim on the bike, they kind of happened to meet at the same time and the dog turned and bit him as he was riding the bike. The victim was able to get free from the dog and bike back home. Victim told his mom, who then called us. Borstner, who just spoke, told me the same thing about no one taking ownership of the dog. I didn't get that at first, but then Lucas said hew was going to be the owner of the dog or in the process of. Spoke with the female whose aunt was the owner in St. Paul; she was visibly shaken because she was worried that the dog was going to be put down. The story matched up with the tow other individuals. When I got to house of the victim, I took photos. Lawrence, "He did draw blood?" Deputy Merit, "Yes, it was more dried blood that I saw."

DeRoche, "Kind of disappointed the owner is not here." Voss said in the same token, don't know what they could add or dispute. In this case, more so than any other, where we have had to deal with these dog instances, not only do we have an abundance of information, but we have quite a bit of recent documentation of unprovoked recent attacks in St. Paul and now those same problems have been relocated to East Bethel. Voss said and he fully agrees with DeRoche's comment, very seldom is it the animal; it is the way the animal has been raised. Also agree there is not going to be a means to change this animal's behavior. Voss said with all the licensure, all the insurance, signage, even fencing, he doesn't feel any comfort that this isn't going to happen again.

**Moegerle made a motion that the dangerous dog determination for the dog owned by Lucas Ogborn at 20864 Tippecanoe Street NE named "Rocco" is sustained and the animal be ordered to be disposed of. Voss seconded.** DeRoche, "His purpose for the statement wish the owner would had been here, it goes to show the lack of care for animal, lack of control, animal, kids, you have to take responsibility. So being an animal person, one way or the other he would be there." Lawrence, "He knows all dogs are trainable and retrainable. But he thinks this one would just take so much, it would just be way beyond the scope of taking care of the problem. And the owner didn't show up to say they wanted to do that kind of work. And he agrees with Voss that he doesn't think this dog will be contained and he thinks it will continue to be a problem.

Moegerle, "Should this dog be removed from City of East Bethel, what can we do, is there any way to enforce this?" Voss asked what is the process from here? Vierling, "The City will document their order of destruction. If the animal appears in another jurisdiction, and because it is chipped, he is sure you will get word of where it is." Moegerle, "So we have a way of connecting the order of destruction to the chip? Or is that something Animal Control does, or how does that work?" Davis, "The only way you can relate it to the chip is if the dog is picked up for some other violation." Voss asked so we are ordering the animal to be disposed. So is it our active action to get the animal from the owner. Vierling, "Your action will be within the boundaries of your city. There isn't a database on animals like there is on people." Voss asked more directly, if this passes tonight will the city go out and contact the owner and are they to dispose of the animal? Or is that up to the owner? Davis, "The animal control officer takes control of the animal and does the euthanasia. There is a fourteen (14) day of appeal. In the meantime we will contact the owner and let them know the decision." Voss asked isn't this really an action against the owner. So if the fail to follow through or provide documentation, they are in trouble? Vierling, "We have opportunities to file a criminal charge against the owner if there is an issue. We can take that opportunity if we have to." Voss said it would seem from Deputy Merit's statement that Lucas made the statement that he is the owner. DeRoche, "If he is not mistaken the owner is responsible to pay for the euthanasia." Vierling, "Under the ordinance, that is right." **All in favor, motion carries.**

Sheriff's  
Report

Lieutenant Orlando gave the March 2012 report as follows:

**DWI Arrests:** There were two DWI arrests. One DWI arrest occurred as a result of an anonymous caller reporting a possible intoxicated driver. The vehicle was located, driving conduct was observed and the driver was arrested for driving under the influence. The second arrest was the result of a traffic stop for equipment violation. The driver smelled of alcohol and failed field sobriety tests. The driver was arrested and taken to jail.

**Burglaries:** There were three burglaries. Two of the burglaries involved items being stolen

from sheds. One burglary involved a garage being broken into and several tools being taken.

**Property Damage:** There were three reports of damage to property. One involved damage to a slide at Booster Park. Two involved damage to cable boxes outside of homes.

**Thefts:** There were twenty (20) theft reports for the month. Ten reports involved items being taken from parked vehicles, either with unlocked doors or by breaking a window. One theft report involved a catalytic converter being cut off a vehicle. One theft report involved a skid steer loader that was taken from a construction site. There were three theft cases involving fraud. One involved a savings account that had been accessed by unknown suspects and money had been transferred out. One embezzlement case was received that is currently under investigation involving an employee stealing business checks and writing them out to herself.

Lieutenant Orlando, “And just a friendly reminder that tomorrow is distracted driving day. State-wide, looking for texting and driving, not paying attention to what you are doing.” DeRoche, “Has the next of kin been notified from the accident last night.” Lieutenant Orlando, “There was a fatal accident at Viking Blvd. and Breezy Point Drive last night with a bicycle and a car. Unfortunately the bicyclist did succumb to injuries after being hit. Voss said they are both East Bethel residents.

DeRoche asked, “Are you aware there are some things missing from boats out on Coon Lake? Back in the old days they would come in from Olsen’s Resort at night. They have been cruising.” Moegerle asked, “Is there a certain area where the theft of sheds and breaking car windows is going on so we can notify people?” Lieutenant Orlando, “They are really all over the city, a lot will happen in business parking lots. But a lot are in residential driveways and people are leaving GPS in cars.” Moegerle, “How are investigation going on that?” Lieutenant Orlando, “Investigator puts out any information we can so we can watch the pawn shops, and we watch for items to be pawned.” Lawrence, “It is important to remember to remove these items from your car.” DeRoche asked “DWIs are down?” Lieutenant Orlando, “Yes, not sure why. But it did take a little could spell.”

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

Consent Agenda **Boyer made a motion to approve the Consent Agenda including: A) Approve Bills; B) ~~Meeting Minutes, April 4, 2012 Regular Meeting;~~ C) Accept Resignation of Cable Technician; D) Authorize Staff to Advertise for Cable Technician Position; E) ~~Resolution 2012-22 With No Waiting Period for Exempt Permit for Midwest Animal Rescue & Services to Hold a Raffle at Fat Boys Bar & Grill;~~ F) Appoint Seasonal Maintenance Workers; G) Approve Barter Agreement with Sprint/Nextel for Cellular Communications Services.** Voss said he would like to pull the Meeting Minutes, April 4, 2012 Regular meeting for discussion. Davis asked to make comments on Item E) Resolution 2012-22 With No Waiting Period for Exempt Permit for Midwest Animal Rescue & Services to Hold a Raffle at Fat Boys Bar & Grill. **Voss seconded with the two items pulled for discussion; all in favor, motion carries.**

Meeting Minutes, April 4, 2012 Voss explained he wanted the meeting minutes pulled and he raised this question at the last meeting also. He thought more and more about this in regards to the quotes within the minutes and he does not feel comfortable approving these minutes with the quotes in them. Voss said there is no way for him to approve the minutes with these quotes. Moegerle

asked, "Are you concerned that they haven't been transcribed properly?" Voss said no, I am not going to sit and watch the tape and I am certifying that this was what was said because it is in quotes and I can't certify that because it is in quotes. I don't feel comfortable in doing that. Personally I don't see a need to have that. Moegerle, "I really like it. I have read a lot of minutes. And the minutes from 2006 forward, you would read them, and some were direct quotes and some of them weren't direct quotes and reading our minutes was very difficult. I like it because it is proper punctuation and it says what people said. I trust Warren to transcribe what is being said that, but more importantly, it is easier to read. That's what I like about it." Voss said if you want to certify that those were the statements that were made, then go ahead and vote. I am just saying that I can't sit here and say these statements were made. If it is written as a statement, I don't have a problem with that.

Boyer said I tend to agree with Voss on this. The bigger problem is we put in a quote but it is taken out of context from the discussion. So then there is a quote sitting there by itself and which is meaningless by itself, from a discussion that might have gone on for fifteen minutes. Voss said and if there is an issue we are going to go back to the tapes. DeRoche, "We are always going to go back to the tapes any ways if it is something that is litigated. Correct Mr. Vierling?" Vierling, "I presume."

Moegerle, "I trust Warren." Boyer said it is not a question of trusting Warren, it's not. Moegerle, "I think you are asking that because you are saying she might take something out of context, isn't that what you just said?" Boyer said no, that is not exactly what I said, but if you want to interpret it as such he is sorry. Lawrence, "You were saying it could allude to something that wasn't really said. That would be out of context." Boyer said there is one in there that says, "We have had tobacco and liquor ones that have appealed to the courts." What is that really alluding to? On page 60. He said it becomes kind of meaningless. In the middle paragraph. Boyer said he can assume what "ones" are, but it becomes kind of meaningless. Voss said I don't have a problem with something that needs to be in a quote, in a particular case and it is an important statement. But not throughout the whole meeting. He said it diminishes any kind of relevance or important to the quote. And it becomes did I really say it and I have to go watch the tapes. If it is a statement, there is a little more latitude. Voss said if someone pick this up and reads this it looks bad. Moegerle, "It looks equally bad if there are no quotes in there." Voss said, he has said that before take the quotes out. Moegerle, "It looks equally bad, it doesn't clean it up any." Voss said he is not talking about cleaning it up. Not talking about whether it is clean or not, just easy to take this out of context.

Davis said, "As a matter of point, if Council could give staff direction as to how they would like the minutes presented then we will certainly do that." Voss said don't remember ever having quotes in here. Boyer said neither do I. DeRoche, "Would like them to stay the way they are." Lawrence asked the city attorney, "As for minute taking, what is the normal process used?" Vierling, "Some cities use minutes as a verbatim record, most cities do not. Most cities have a summary for the critical elements of the meeting, motions, seconds, what the motions were, and things of that nature. Some cities do a hybrid of both, some summary, some quotes. It is supposed to be record of your meeting. Can be bullets, seen it that concise." Voss said he thinks they are a little long, but he is fine with what is presented. Lawrence, "He likes the discussion part and then the summary of the action at the end. I am not sure quotable is necessary." Voss said if someone wants to know the quotes they can watch the tapes. Moegerle, "But here is the thing, I read from 2006, "Moegerle said", where it is a direct quote it is "I think". More accuracy if it is a direct quote. Old minutes had a mix and she thinks it makes more sense." Boyer said this is a mix.

**Moegerle made a motion to approve the April 4 City Council meeting minutes. DeRoche seconded; all in favor, motion carries.**

Res. 2012-22

With No  
Waiting  
Period for  
Exempt  
Permit for  
Midwest  
Animal  
Rescue &  
Services to  
Hold a Raffle  
Permit at Fat  
Boys Bar &  
Grill

Davis, "One thing about the permit for Fat Boys is in it there is a proposed Motorcycle Stunt Show. We didn't get the Notice of Event until today. We have been trying to get some more clarification on this stunt show, but he wasn't able to get back to us on this, so we don't know what that involves. If you want to approve that, you might want to consider setting some hours for that portion of the application so it doesn't go on until the wee hours. Voss said this is for the raffle right? Davis, "This is for the raffle, a tent part and a stunt show." Boyer said there is plenty of time. DeRoche, "Then we have to be in contact with Troy." Voss said the event permit doesn't have to go in from of Council that is done at staff level.

**Voss made a motion to approve E) Resolution 2012-22 With No Waiting Period for Exempt Permit for Midwest Animal Rescue & Services to Hold a Raffle at Fat Boys Bar & Grill. Moegerle seconded; all in favor, motion carries.**

Planning  
Comm. Mtg.  
Minutes

Davis explained that the Planning Commission Meeting Minutes from March 27, 2012 are for information only. They are in draft form and have not been approved by the Planning Commission.

Road Comm.  
Mtg. Minutes

Davis explained that the Road Commission Meeting Minutes from March 13, 2012 are for information only. These minutes have not been approved by the Road Commission.

Roads CIP  
Amendment  
and Coon  
Lake Beach  
Road  
Improvement  
Project

Davis explained as part of the Roads Capital Improvement Plan, the City has planned and budgeted for completing road improvements in the Coon Lake Beach area to address deteriorating road conditions. Staff and the Road Commission have been reviewing possible options and have determined that an overlay with corrective measures is the best option.

The 2012-2016 Roads CIP has \$307,000 budgeted for 2012 and proposes \$305,000 be budgeted for 2013 for a total two-year budget of \$612,000 for this project. Staff and the Road Commission have recommended advance funding the 2013 portion of the project for 2012 to complete the work at one time and to save money and inconvenience to the residents compared to dividing the project over a two-year time span. The \$205,000 budgeted for Whispering Aspen in 2012 would be moved to 2013. The change would result in 2012 ending balance of \$617,962 compared to the projected ending balance as currently proposed of \$712,962. After 2013, the ending balance would offset and be back inline with the projected amount planned for in the 2012-2016 Roads CIP.

The City Engineer and staff have provided construction cost estimates for multiple options with a range of \$545,960 to \$651,289 that would include performing work in the entire area. The portions of Laurel Rd and Lakeshore Drive that have more recent improvements and the MSA portion of Lincoln Dr., Laurel Rd, and Longfellow Dr. would not be included in this portion of the project.

In addition moving the Whispering Aspen Project, scheduled for 2012 to 2013, would eliminate the risk of any street damage that could occur as a result of the Castle Towers/Whispering Aspen MCES Sewer Connection Project that will be completed by early 2013.

**Alternative 1-** Would consist of a 1½ inch bituminous overlay. It was assumed that 30 percent of the existing pavement area would be patched prior to the overlay. The expected life of the alternative is 8-12 years. Moderate isolated patching would likely be required throughout the expected life of this alternative. The estimated construction cost is \$545,960.

**Alternative 2-** Would consist of a 2 inch bituminous overlay. It was assumed that 20 percent of the existing pavement area would be patched prior to the overlay. The expected life of the alternative is 10-15 years. Minor to moderate isolated patching would likely be required throughout the expected life of this alternative. The estimated construction cost is \$604,506.

**Alternative 3-** Would consist of a 2½ inch bituminous overlay. It was assumed that 5 percent of the existing pavement area would be patched prior to the overlay. The expected life of the alternative is 12-18 years. Minor isolated patching would likely be required throughout the expected life of this alternative. The estimated construction cost is \$633,908.

**Alternative 4-** Would consist of reclaiming 70 percent of the streets and then constructing a 2½ inch overlay. The expected life of this alternative is 15-20 years. Minor isolated patching would likely be required throughout the life of this alternative. The estimated cost is \$651,289.

**Alternative 5-** Would consist of reclaiming 10 percent of the streets and then constructing a 2½ inch overlay over those portions and a 2 inch overlay over the remaining 90 percent of the street surfaces previously identified. It is planned that the sections scheduled for the 2" overlay will be patched prior to re-paving. The expected life of this alternative is 12-15 years. However, due to the low volume and speed of traffic in these areas, it is anticipated that a longer life can be expected. Minor isolated patching would likely be required throughout the life of this alternative. The estimated cost is \$601,035. There is sufficient funding in the Streets Capital Fund to cover the costs of this project.

After reviewing alternatives 1-4, staff prepared alternative 5 to address specific locations where the placement of additional base material from in-place reclaiming would be beneficial to the thicker bituminous overlay and to insure that each street was addressed as to its own needs. The additional 10 percent of patching would be in areas where a leveling course is needed to create a level surface for the final overlay. Staff believes that a 2 inch overlay would sufficiently provide the desired finished road surface for the remaining 80 percent of the development.

If the City Council approves the CIP amendment, staff recommends Alternative 5 as the alternative for the road improvements.

Staff and Road Commission recommend advancing the 2013 portion of the Roads Capital Improvement Fund for Coon Lake Beach street improvements to the 2012 Roads Capital Improvement Fund and moving the 2012 Whispering Aspen street improvements from the 2012 schedule to 2013.

Staff also recommends selecting Alternative 5 and to direct the City Engineer to prepare the bidding documents for the road improvements.

**Boyer made a motion to approve Alternative 5 and direct the City Engineer to prepare the bidding documents for the road improvements (which is long overdue). Voss seconded.** DeRoche, "The streets aren't consistent over there, could be ½ inch left, 1 inch,

2 inches left. I don't want to see them go down to the sand. So, how do we gauge how thick the asphalt is already? Also, in research he did, someone recommended using millings more than just patch and overlay, said millings would stick better, is this effective?"

Davis said, "There are three streets that will require more than just the overlay. There will be field adjustments based on conditions encountered in field. Some will require more asphalt. It would complicate the bid process if we adjusted these and included it in the bid process."

Boyer said in the past the water runoff has been a big issue. What are the plans to control water runoff into the lake? Moegerle, "The best would be a curb around Lakeshore, but Lakeshore isn't a part of this." Boyer said the other thing he thought about is he has seen where they have put the narrow grates at the bottom of the hill to catch the water, goes down the pipes, and pumps it out. Voss said the problem is who wants the water. Davis, "The best solution is a grading system to collect the runoff. We couldn't come up with a reasonable solution to collect the runoff. This is a very restricted area. The best thing we can do is to work with the Coon Lake Improvement Association and District to keep what is of the filter strip vegetated and to promote letting it grow up as much as possible instead of mowing it. That barrier will do as much as anything to improve the water quality. We have gone down and put in some curbing in certain sections to minimize runoff where there are boat landings and it erodes in there.

Voss asked who owns the other strip of Lakeshore down there. Moegerle, "The Community Center. The efforts need to be addressed at the community center." Boyer asked as an alternative, know it is a narrow strip there, he can visualize in places. But what about doing rain garden type ditching. Voss said part of problem of rain gardens is it is to promote filtration. And those nutrients are going to infiltrate very quickly into the groundwater which is essentially the lake at that point. Davis passed out a report on the water quality at Coon Lake, indicates it is not an impaired body of water. Davis, "But what Boyer is suggesting are ways we can address this in the future." Boyer said he is more worried about the salt getting into the lake. Moegerle, "But if you had curbing for it to soak in, that might help." Voss said but you are essentially in the lake there.

Lawrence asked, "When they do the overlay, do they strip the top off?" Davis explained that they strip some, but some are patched, topped and leveled. It depends on the street. Voss said and we are planning on do the MSA projects this year also correct? Davis, "That south Jackson Street this year." **All in favor, motion carries.**

Castle Towers  
Waste Water  
Treatment  
Plant Notice  
of Violation

Davis explained the City has been issued a Notice of Violation (NOV) by the Minnesota Pollution Control Agency (MPCA) for the Castle Towers Wastewater Treatment Facility. The NOV dated April 4, 2012 is attached. The NOV is in regards to the solids drying beds. The beds are over 25 years old and beyond their design life.

The drying beds consist of 4 bunkers with wood dividing walls. Each bunker is lined with an impervious material and each has an under drain system. Concentrated solids that settle to the bottom of the treatment tank are discharged to the drying beds. The liquid is decanted and returned to the treatment plant. The solids are removed from the beds and stored in the outside bunker until they are eventually disposed of offsite.

Both the drying bed walls and liners need to be replaced or repaired. The NOV indicate that the City must have a plan within 30 days and must complete the replacement or repairs

within 90 days.

Staff has contacted the MPCA regarding the NOV. The MPCA has indicated that they would consider an interim repair since the plant will be decommissioned in 2013. Staff needs to identify and present the proposed interim repairs to the MPCA on or before May 4, 2012. Staff will provide a plan for Councils consideration at the May 2, 2012 meeting.

Davis, "We hope to present a plan to decommission one of the cells in the drying beds. The other three we hope will get adequate consideration for use and do some minor patch ups stuff. Hopefully these repairs will be inexpensive or at no cost to the city. The PCA has indicated that they will work with us on this matter." Voss asked are we still having issues with storm water discharge into our sanitary? Davis, "We have had no significant increase of infiltration to our inflow the last two storm. The last problem was around this time last year when we suspect there was some draining of surface water into our system to alleviate a flooding problem (this was denied) at Castle Towers." Council directed staff to come up with a solution for this problem.

Fire Dept.  
Report  
Ordinance 34,  
Second Series,  
Notice,  
Hearings and  
Appeals

Davis explained that the fire department reports are attached for your information.

Davis explained in the amending of the Alcohol and Tobacco Ordinances, the hearing portions of these was removed and is presented as a new Ordinance to provide consistency and uniformity for this process. This Ordinance addresses Notices, Hearings, Appeals, Fines and Penalties under one title and will be used to address these actions that relate to other enforcement issues.

This ordinance should be approved prior to the future consideration of amending the Alcohol and Tobacco Ordinance in order to have a hearings process included in their amendments

The draft presented in the attachment is a clean copy only. The redlining became a distraction to the point where it became less confusing to read the black and white copy anew.

Staff is seeking direction as to approval or additional modification of this ordinance.

**Voss made a motion to adopt Ordinance 34, Second Series, Notice, Hearings and Appeals. Boyer seconded.** Vierling, "There was one proposal by Council Member Moegerle regarding the decision on the hearing officer. The provision provided for a 10 day return on the decision and an opportunity to go to a 15 day if he/she required. The proposal is to give that up to 21 days, he doesn't have a problem with that. Moegerle, "Typos, under "Failure to Pay Fines" page 124, should say *within* 14 days. Under "Determination of Fines and Penalties", 2<sup>nd</sup> paragraph in matters where the hearing officer has been assigned authority and it continues on to make findings and recommendations to the City Council, the fine and penalty, shouldn't that be *penalty* instead of *sanction*?" Vierling, "Sanction can include penalty." Moegerle, "Looking for this being parallel." Vierling, "I would normally use sanction inclusive of penalty." Voss said sanction is a little broader. Vierling, "If you want to add the word penalty in there, he doesn't have a problem with that." Moegerle, "So change to Fines, Penalties and Sanctions." **All in favor, motion carries.**

**DeRoche would like to make a motion to do a Resolution to nominate Jack Davis, City Administrator for the LMC 2012 Leadership Award.** This award goes out to individuals who go above and beyond what the job is. Personally I think Jack walked into a hornets nest. Jack has had to do a lot of negotiation between council members, contractors, other cities. City is moving in the right direction gotten a lot done, takes a lot of patience, a lot of tenacity, lot of hits. He could work regular hours, but he is here at 5:30 a.m. and on his days off. He doesn't know how to take a day off. My personal thoughts, is for people that don't have a personal vested in the City, he thinks to put that much effort in, I think he needs to go in for this award. Moegerle, "Part of this application process is Council support for this award. Are you asking if there is Council support of that nomination?" Voss said he made it as a Resolution. **Voss seconded.** Boyer asked since this was not on the agenda and is a resolution, it should be on the agenda. Not suitable for council reports. Voss said he made that comment at the beginning of the meeting also. **All in favor, motion carries.**

DeRoche, "There are still a lot of fires. People are still having big fires in their yards and when it is windy it is not a good idea to burn. Also, there are a lot of thefts on Coon Lake. I have been to a lot of meetings, but that is alright. I did a little tour with Jack and Nate. I personally think in the past Coon Lake has been blown off. When the Ady Voltedge study came out, Coon Lake wasn't mentioned a whole lot and that is unfortunate. There are nice homes there and a nice little market. It is a treat to go out there and drive around. It is a nice little community, and it still has a backwoods feel."

Council  
Member  
Report –  
Moegerle

Moegerle, "With regard to today, we went to another GRE Mediation meeting that we will be discussing in closed meeting. I brought up their website and how it has a lot of the pleadings on it that are rather denigrating of the city. I asked them now that we are in mediation working together whether that denigration could be softened with some of the more positive correspondence that has gone back and forth. Every step that raises East Bethel's reputation within the community at large is a good thing. City Hall doesn't have any lights on sign at 221<sup>st</sup> Street, first few night meetings I came to, I almost turned at Public Works building. I asked Jack to look into getting a street light out here, so we can show our pride in City Hall. The League of Minnesota Cities (LMC) is having annual meeting at the end of June. Would like to attend as my role in the EDA, and was particularly intrigued by something I received from the LMC today, "If you build it will they come". Thought that was part of the issues we were facing. And as part of what Bob was saying, with regard to Ady Voltedge, they specifically excluded Coon Lake Beach from travel times and financial investment in the economic development over at Viking and 65. Significant exclusion of an important part of our community and something we have to look at.

Council  
Member  
Report –Voss

Voss said two things. Along the lines of what Bob said, crime issues long Coon Lake. Tice in the last week we had issues in our neighborhood. One was an abandoned truck a block from his house. Someone stole a contractor's truck and stripped it. Voss said and we have had meat vendors going around, first time had someone get testy with him. He asked if they had a license. Long story short, asked them to go to city hall and get license. What recourse do residents have when that happens? Davis, "Call in with identification of tag number, we can go from there." Voss said it wasn't even a refrigerated truck. Bring up so residents are aware of that.

City  
Administrator

Davis, "We need to schedule a Finance Committee meeting. Can I get some feedback from Council Member DeRoche and Boyer on when we can schedule a meeting?" Boyer said I will have to look at my schedule.

Lawrence, “We had a meeting this morning with GRE. And we had a meeting the other morning and we are working with the Sheriff regarding our contract to see what we can do for reduction there without reducing the coverage. It’s been a challenge; we have had a lot of things going on in the city. One thing I did notice after talking to Sheriff Stuart is we are having a little rise in crime, so watch your neighbors and if you see something wrong, give them a call. You can prevent something from happening. On the line with what Steve had said, anyone coming around wanting to do something to your property or selling goods, most have some kind of permit or license.”

Closed Session  
– League of  
Minnesota  
Cities (LMC)  
Litigation and  
Great River  
Energy vs.  
City of East  
Bethel

Vierling explained that for the benefit of the public and the public record, Council has recommended we go into closed session per Minnesota Statute 13D regarding two matters, Great River Energy (GRE) vs. the City of East Bethel, District Court File # 02-CV-115638 and Council will also review with Counsel from the League of Minnesota Cities a claim Relative to Employment filed by Larry Martin. After the closed session, Council will return into open session to announce any motions or actions.

**Voss made a motion to go into closed session to discuss the two issues: League of Minnesota Cities (LMC) Relative to an Employment Issue Filed by Larry Martin and Great River Energy vs. the City of East Bethel. DeRoche seconded; all in favor, motion carries.**

Vierling explained the Council has concluded the two closed sessions dealing with the two items. The first item, Employment Issue, attending were Counsel from the LMC Pat Beety, Council Member DeRoche, Council Member Voss, Council Member Boyer, Council Member Moegerle and Mayor Lawrence. Also attending were Jack Davis, City Administrator and myself, City Attorney. Council got input and discussion from the LMC Counsel on mediation, but no vote was taken. On the second matter, GRE, Council Member Boyer excused himself from that meeting, the rest were in attendance. Council reviewed the issue, gave instruction to our offices regarding the settlement but no vote was taken.

Vierling, “I do have one item to bring up. At the last meeting there was discussion regarding hiring hearing officers. I have been able to secure retired Judge John Edward Cass for the Lowell Friday hearing and can secure dates from him in May. Council needs to know the fee to do that will be \$250 an hour and it will probably be a half day for the hearing. He (Judge Cass) would also appreciate a sheriff’s deputy in attendance at the hearing.”

**Voss made a motion to authorize moving forward with securing the services of Judge John Cass as a hearing officer at the rate of \$250 per hour for the Lowell Friday public hearing and also authorizing having a deputy in attendance at the hearing. DeRoche seconded; all in favor, motion carries.**

Adjourn

**Lawrence made a motion to adjourn at 9:45 PM. DeRoche seconded; all in favor, motion carries.**

Attest:

Wendy Warren  
Deputy City Clerk

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

**RESOLUTION NO. 2012-23**

**RESOLUTION ACKNOWLEDGING DONATIONS FOR THE FIRE DEPARTMENT**

**WHEREAS**, the City of East Bethel has received several donations in memory of Janet “Tillie” Snyder for the benefit of the Fire Department.

**WHEREAS**, the family of Janet “Tillie” Snyder has expressed their thanks to the Fire Department for their help over the past five years with their family member.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT:** the City Council of the City of East Bethel acknowledges and accepts the donations in the amount of \$545 for the Fire Department.

**BE IT FURTHER RESOLVED THAT:** the City Council of the City of East Bethel expresses its thanks and appreciation to the contributors who have donated funds to the City for Fire Department in memory of Janet “Tillie” Snyder.

Adopted this 2<sup>nd</sup> day of May, 2012 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

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Richard Lawrence, Mayor

ATTEST:

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Jack Davis, City Administrator

**PAY ESTIMATE #2  
CITY OF EAST BETHEL  
Water Treatment Plant No. 1**

April 25, 2012

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

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

Dear Honorable Mayor and Council Members:

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

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	GENERAL CONSTRUCTION ALLOWANCE	1	LUMP SUM	\$30,000.00	0.27	\$ 8,038.80
2	FURNISHINGS ALLOWANCE	1	LUMP SUM	\$5,000.00		\$ -
3	COMPUTER ALLOWANCE	1	LUMP SUM	\$8,000.00		\$ -
4 *	WATER TREATMENT PLANT NO. 1	1	LUMP SUM	\$1,307,124.20	0.12	\$ 155,115.00
5	GENERATOR SYSTEM	1	LUMP SUM	\$51,000.00		\$ -

**Total Bid Schedule "A" - Base Bid - Water Treatment Plant No. 1** \$ 163,153.80

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
6	REMOVALS	1	LUMP SUM	\$9,230.00	1	\$ 9,230.00
7	COMMON EXCAVATION	12,563	CU YD	\$3.85	8,782	\$ 33,810.70
8	GRANULAR BORROW (LV)	822	CU YD	\$8.40		\$ -

**Total Bid Schedule "B" - Base Bid - Removals and Earthwork** \$ 43,040.70

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

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

**Total Bid Schedule "C" - Base Bid - Sanitary Sewer** \$ 5,933.00

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

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

**PAY ESTIMATE #2  
CITY OF EAST BETHEL  
Water Treatment Plant No. 1**

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

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

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

\$ 107,514.80

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

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

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

\$ 10,008.00

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$42,000.00	0.5	\$ 21,000.00

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

\$ 21,000.00

**PAY ESTIMATE #2  
CITY OF EAST BETHEL  
Water Treatment Plant No. 1**

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

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

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

Total Bid Schedule "A" - Water Treatment Plant No. 1	<b>\$ 163,153.80</b>
Total Bid Schedule "B" - Removals and Earthwork	<b>\$ 43,040.70</b>
Total Bid Schedule "C" - Sanitary Sewer	<b>\$ 5,933.00</b>
Total Bid Schedule "D" - Watermain	<b>\$ 107,514.80</b>
Total Bid Schedule "E" - Pavements and Miscellaneous Construction	<b>\$ 10,008.00</b>
Total Bid Schedule "F" - Mobilization	<b>\$ 21,000.00</b>
Total Alternate No. 1 - Filter No. 2	<b>\$ -</b>
Total Work Completed to Date	<b>\$ 350,650.30</b>
Less 5% Retainage	<b>\$ 17,532.52</b>
Less Pay Estimate #1	<b>\$ 42,845.00</b>
<b>WE RECOMMEND PAYMENT OF:</b>	<b><u>\$ 290,272.79</u></b>

**APPROVALS:**

**CONTRACTOR: MUNICIPAL BUILDERS, INC.**

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

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

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

<b>CONTRACTOR'S PAY REQUEST</b>		<b>DISTRIBUTION:</b>
East Bethel Gravity Interceptor & Discharge & Utility Infrastructure Project		CONTRACTOR (1)
CITY OF EAST BETHEL, MN		OWNER (1)
PROJECT NO. C12.100028		ENGINEER (1)
Pay Estimate No. 12		BONDING CO. (1)
<b>TOTAL AMOUNT BID</b>		\$11,686,468.20
CHANGE ORDER NO. 1 (REVISED)		\$324,949.43
CHANGE ORDER NO. 2		\$43,536.10
CHANGE ORDER NO. 3		-\$9,078.08
CHANGE ORDER NO. 6		-\$137,342.33
EXTRA WORK		\$5,054.00
<b>TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS</b>		\$11,913,587.32
MCES STORED MATERIALS TO DATE		\$1,294,983.05
EAST BETHEL STORED MATERIALS TO DATE		\$948,118.25
<b>TOTAL, STORED MATERIALS TO DATE</b>		<b>\$2,243,101.30</b>
DEDUCTION FOR MCES STORED MATERIALS USED IN WORK COMPLETED		\$1,164,937.53
DEDUCTION FOR EAST BETHEL STORED MATERIALS USED IN WORK COMPLETED		\$587,026.59
<b>TOTAL DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED</b>		<b>\$1,751,964.12</b>
TOTAL DUE MCES STORED MATERIALS TO DATE		\$130,045.52
TOTAL DUE EAST BETHEL STORED MATERIALS TO DATE		\$361,091.66
<b>TOTAL DUE, STORED MATERIALS TO DATE</b>		<b>\$491,137.18</b>
TOTAL, MCES COMPLETED WORK TO DATE		\$4,943,208.94
TOTAL, EAST BETHEL COMPLETED WORK TO DATE		\$3,565,234.23
<b>TOTAL, COMPLETED WORK TO DATE</b>		<b>\$8,508,443.16</b>
TOTAL, COMPLETED MCES WORK & STORED MATERIALS		\$5,073,254.46
TOTAL, COMPLETED EAST BETHEL WORK & STORED MATERIALS		\$3,926,325.89
<b>TOTAL, COMPLETED WORK &amp; STORED MATERIALS</b>		<b>\$8,999,580.34</b>
MCES RETAINED PERCENTAGE ( 5%)		\$253,662.72
EAST BETHEL RETAINED PERCENTAGE (5%)		\$196,316.29
<b>TOTAL RETAINED PERCENTAGE ( 5% )</b>		<b>\$449,979.02</b>
TOTAL EARNED LESS RETAINAGE MCES TO DATE		\$4,819,591.73
TOTAL EARNED LESS RETAINAGE EAST BETHEL TO DATE		\$3,730,009.59
<b>TOTAL EARNED LESS RETAINAGE TO DATE</b>		<b>\$8,549,601.32</b>
TOTAL, MCES AMOUNT PAID ON PREVIOUS ESTIMATES		\$4,728,034.80
TOTAL EAST BETHEL AMOUNT PAID ON PREVIOUS ESTIMATES		\$3,349,317.57
<b>TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES</b>		<b>\$8,077,352.37</b>
MCES THIS ESTIMATE		\$91,556.93

EAST BETHEL THIS ESTIMATE \$380,692.02

PAY CONTRACTOR AS ESTIMATE NO. 12 \$472,248.95

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: S.R. Weidema, Inc.  
17600 113th Avenue North  
Maple Grove, MN 55369

By *Scott E*

Name Title

Date 4/26

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE SUITE 200 CHASKA, MN 55318

By *[Signature]*

PROJECT ENGINEER

Date 4/25/12

APPROVED FOR PAYMENT:

OWNER:

By \_\_\_\_\_

Name Title Date

And \_\_\_\_\_

Name Title Date

Partial Pay Estimate No.:

East Bethel Gravity Interceptor & Discharge & Utility Infrastructure Project

CITY OF EAST BETHEL, MN

PROJECT NO. C12.100028

METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES Project No. 801602

WORK COMPLETED THROUGH APRIL 13, 2012

ITEM NO.	ITEM	UNIT PRICE	AS BID		AS BID - CITY		AS BID - MCES		CURRENT ESTIMATE		CURRENT ESTIMATE - CITY		CURRENT ESTIMATE - MCES		COMPLETED TO DATE		COMPLETED TO DATE - CITY		COMPLETED TO DATE - MCES													
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT																
1	01500 MOBILIZATION	\$255,000.00	1	LUMP SUM	\$255,000.00	0.39	LUMP SUM	\$99,129.29	0.61	LUMP SUM	\$155,870.71	0.06	LUMP SUM	\$22,185.00	0.03	LUMP SUM	\$6,624.25	0.05	LUMP SUM	\$13,560.75	0.71	LUMP SUM	\$181,560.00	0.28	LUMP SUM	\$70,580.00	0.44	LUMP SUM	\$110,979.94			
2	01350 MAINTAIN DITCH FLOW	\$4,200.00	4	EACH	\$16,800.00	2.50	EACH	\$10,500.00	1.50	EACH	\$6,300.00		EACH			EACH			EACH		3.00	EACH	\$12,600.00	2.00	EACH	\$8,400.00	1.00	EACH	\$4,200.00			
3	01350 MAINTAIN CREEK FLOW	\$8,300.00	1	EACH	\$8,300.00	0.33	EACH	\$2,739.00	0.67	EACH	\$5,561.00		EACH			EACH			EACH													
4	01350 UTILITY TESTING WATER	\$13.00	5000	KGAL	\$65,000.00	1,500.00	KGAL	\$19,500.00	3,500.00	KGAL	\$45,500.00		KGAL			KGAL			KGAL													
5	01550 PRE-CONSTRUCTION SURVEY / VIDEO TAPING	\$60.00	16	UNIT	\$960.00	14.00	UNIT	\$840.00	2.00	UNIT	\$120.00		UNIT			UNIT			UNIT		16.00	UNIT	\$960.00	14.00	UNIT	\$840.00	2.00	UNIT	\$120.00			
6	01510 FIELD OFFICE	\$15,000.00	1	LUMP SUM	\$15,000.00	0.39	LUMP SUM	\$5,631.13	0.61	LUMP SUM	\$9,168.87	0.09	LUMP SUM	\$1,305.00	0.03	LUMP SUM	\$507.31	0.05	LUMP SUM	\$797.69	0.71	LUMP SUM	\$10,400.00	0.28	LUMP SUM	\$4,151.77	0.44	LUMP SUM	\$6,588.23			
7	01550 TEMPORARY TRENCH RESTORATION	\$1.00	18250	SY	\$18,250.00	13,299.33	SY	\$13,299.33	4,850.67	SY	\$4,850.67		SY			SY			SY		9,195.00	SY	\$9,195.00	6,795.33	SY	\$6,795.33	2,399.67	SY	\$2,399.67			
8	01550 TEMPORARY SWAMP ACCESS	\$32.30	4700	LF	\$151,610.00	1,833.33	LF	\$62,446.67	2,766.67	LF	\$89,363.33		LF			LF			LF		3,632.00	LF	\$117,313.60	1,399.33	LF	\$46,166.47	2,232.67	LF	\$72,115.13			
9	01555 TRAFFIC CONTROL	\$25,000.00	1	LUMP SUM	\$25,000.00	0.39	LUMP SUM	\$9,718.56	0.61	LUMP SUM	\$15,281.44	0.09	LUMP SUM	\$2,175.00	0.03	LUMP SUM	\$845.51	0.05	LUMP SUM	\$1,329.49	0.71	LUMP SUM	\$17,800.00	0.28	LUMP SUM	\$6,919.61	0.44	LUMP SUM	\$10,880.39			
10	01555 JERSEY BARRIERS	\$17.75	2850	LF	\$50,587.50	2,690.00	LF	\$47,747.50	160.00	LF	\$2,840.00		LF			LF			LF		2,645.00	LF	\$46,948.75	1,026.22	LF	\$18,250.97	1,618.78	LF	\$28,697.78			
11	01410 PERMIT BOND ALLOWANCE	\$7,500.00	1	ALLOWANCE	\$7,500.00	0.39	ALLOWANCE	\$2,915.57	0.61	ALLOWANCE	\$4,584.43		ALLOWANCE			ALLOWANCE			ALLOWANCE		0.05	ALLOWANCE	\$400.00	0.02	ALLOWANCE	\$156.00	0.03	ALLOWANCE	\$244.00			
12	02220 REMOVE BITUMINOUS PAVEMENT	\$1.16	22660	SY	\$26,289.60	13,264.67	SY	\$15,387.01	9,395.33	SY	\$10,896.59		SY			SY			SY		22,592.00	SY	\$26,206.72	12,931.33	SY	\$15,000.39	9,660.67	SY	\$11,206.37			
13	02220 REMOVE BITUMINOUS DRIVEWAY PAVEMENT	\$3.85	650	SY	\$2,502.50	518.67	SY	\$1,896.67	131.33	SY	\$505.63		SY			SY			SY		472.50	SY	\$1,819.12	358.67	SY	\$1,364.72	112.83	SY	\$434.41			
14	02220 REMOVE CONCRETE DRIVEWAY PAVEMENT	\$0.55	2560	SF	\$1,408.00	2,152.53	SF	\$1,076.17	407.67	SF	\$569.83		SF			SF			SF		1,602.00	SF	\$881.00	1,289.00	SF	\$704.50	313.00	SF	\$174.50			
15	02220 REMOVE CONCRETE CURB & GUTTER	\$2.15	1440	LF	\$3,096.00	1,059.67	LF	\$2,276.28	380.33	LF	\$817.72		LF			LF			LF		1,369.50	LF	\$2,944.42	1,007.67	LF	\$2,155.73	368.83	LF	\$788.89			
16	02220 REMOVE STORM SEWER - 18" RCP	\$9.50	100	LF	\$950.00	56.33	LF	\$535.83	43.67	LF	\$414.17		LF			LF			LF		96.00	LF	\$912.00	46.67	LF	\$443.67	39.33	LF	\$374.33			
17	02220 REMOVE STORM SEWER - 21" RCP	\$9.60	25	LF	\$240.00	9.00	LF	\$86.40	16.00	LF	\$153.60		LF			LF			LF		37.00	LF	\$355.20	23.00	LF	\$221.40	14.00	LF	\$134.40			
18	02220 REMOVE STORM SEWER - 48" RCP	\$11.35	55	LF	\$624.25	55.00	LF	\$624.25		LF	\$624.25		LF			LF			LF		64.00	LF	\$726.40	64.00	LF	\$726.40		LF	\$726.40			
19	02220 REMOVE CULVERT - 48" CMP	\$10.15	40	LF	\$406.00		LF		40.00	LF	\$406.00		LF			LF			LF		42.00	LF	\$426.30		LF		42.00	LF	\$426.30			
20	02220 REMOVE STORM SEWER STRUCTURE	\$360.00	4	EACH	\$1,440.00	3.00	EACH	\$1,080.00	1.00	EACH	\$360.00		EACH			EACH			EACH		4.00	EACH	\$1,440.00	2.67	EACH	\$960.00	1.33	EACH	\$480.00			
21	02218 SALVAGE AND REINSTALL STORM SEWER - 12" PVC	\$28.00	20	LF	\$560.00		LF		20.00	LF	\$560.00		LF			LF			LF		14.00	LF	\$392.00		LF		14.00	LF	\$392.00			
22	02219 SALVAGE AND REINSTALL STORM SEWER - 18" RCP	\$28.00	20	LF	\$560.00	20.00	LF	\$560.00		LF			LF			LF			LF		8.00	LF	\$224.00		LF		8.00	LF	\$224.00			
23	02220 SALVAGE AND REINSTALL STORM SEWER - 36" RCP	\$29.00	75	LF	\$2,175.00	25.00	LF	\$725.00	50.00	LF	\$1,450.00		LF			LF			LF		40.00	LF	\$1,160.00		LF		8.00	LF	\$232.00			
24	02220 SALVAGE AND REINSTALL STORM SEWER - 48" RCP	\$36.00	45	LF	\$1,620.00	30.67	LF	\$1,104.00	14.33	LF	\$516.00		LF			LF			LF													
25	02220 SALVAGE AND REINSTALL THEATER MARQUEE	\$46,500.00	1	EACH	\$46,500.00		EACH		1.00	EACH	\$46,500.00		EACH			EACH			EACH		1.00	EACH	\$46,500.00		EACH		1.00	EACH	\$46,500.00			
26	02220 SALVAGE AND REINSTALL LANDSCAPING	\$35,000.00	1	ALLOWANCE	\$35,000.00	0.85	ALLOWANCE	\$28,750.00	0.15	ALLOWANCE	\$5,250.00	0.29	ALLOWANCE	\$10,308.09	0.13	ALLOWANCE	\$4,429.42	0.17	ALLOWANCE	\$5,878.63	0.65	ALLOWANCE	\$22,895.31	0.40	ALLOWANCE	\$13,918.12	0.26	ALLOWANCE	\$8,977.15			
27	02220 PRIVATE UTILITY REMOVAL, RELOCATION, TEMP SUPPORT	\$225,000.00	1	ALLOWANCE	\$225,000.00		ALLOWANCE		1.00	ALLOWANCE	\$225,000.00		ALLOWANCE			ALLOWANCE			ALLOWANCE		0.61	ALLOWANCE	\$136,737.40	0.11	ALLOWANCE	\$25,561.33	0.49	ALLOWANCE	\$111,178.00			
28	02230 CLEARING & GRUBBING	\$68.00	190	EACH	\$12,920.00	80.00	EACH	\$5,440.00	110.00	EACH	\$7,480.00		EACH			EACH			EACH		358.00	EACH	\$24,344.00	161.00	EACH	\$10,948.00	197.00	EACH	\$13,396.00			
29	02230 CLEARING & GRUBBING	\$2,700.00	1.9	ACRE	\$5,130.00	1.40	ACRE	\$3,780.00	0.50	ACRE	\$1,350.00		ACRE			ACRE			ACRE		5.63	ACRE	\$15,201.00	3.14	ACRE	\$8,487.00	2.49	ACRE	\$6,714.00			
30	02955 REPAIR EXISTING DRAIN TILE	\$13.00	300	LF	\$3,900.00	200.00	LF	\$2,600.00	100.00	LF	\$1,300.00		LF			LF			LF													
31	02960 2" FEATHER MILL	\$4.50	910	SY	\$4,095.00	910.00	SY	\$4,095.00		SY			SY			SY			SY													
32	02530 48" DIAMETER MANHOLE	\$371.25	602	LF	\$223,492.50	378.30	LF	\$140,443.88	223.70	LF	\$83,048.63	105.48	LF	\$39,159.45	105.48	LF	\$39,159.45		LF		561.68	LF	\$208,523.70	378.77	LF	\$139,875.86	184.91	LF	\$68,617.84			
33	02530 60" DIAMETER MANHOLE	\$605.00	137	LF	\$82,885.00	8.30	LF	\$5,021.50	128.70	LF	\$77,863.50	13.85	LF	\$8,379.25		LF			LF		13.85	LF	\$8,379.25	73.75	LF	\$44,618.75	9.36	LF	\$5,662.80	64.39	LF	\$38,955.95
34	02530 72" DIAMETER MANHOLE	\$800.00	9	LF	\$7,200.00	8.00	LF	\$6,400.00		LF			LF			LF			LF		12.70	LF	\$10,160.00	12.70	LF	\$10,160.00		LF				
35	02530 84" DIAMETER MANHOLE	\$1,535.00	64	LF	\$98,240.00		LF		64.00	LF	\$98,240.00		LF			LF			LF		87.98	LF	\$134,865.10		LF		87.98	LF	\$134,865.10			
36	02530 96" DIAMETER MANHOLE	\$2,365.00	8	LF	\$18,920.00		LF		8.00	LF	\$18,920.00		LF			LF			LF		11.25	LF	\$26,606.25		LF		11.25	LF	\$26,606.25			
37	02530 108" DIAMETER MANHOLE	\$2,370.00	10	LF	\$23,700.00		LF		10.00	LF	\$23,700.00	-1.83	LF	-\$4,337.10		LF			LF		-1.83	LF	-\$4,337.10	11.17	LF	\$26,472.90		LF	\$26,472.90			
38	02530 120" DIAMETER MANHOLE	\$2,500.00	20	LF	\$50,000.00		LF		20.00	LF	\$50,000.00	-0.15	LF	-\$375.00		LF			LF		24.85	LF	\$62,125.00		LF		24.85	LF	\$62,125.00			
39	02530 48" DIAMETER MANHOLE BOUYANCY COLLAR	\$436.00	22	EACH	\$9,592.00	22.00	EACH	\$9,592.00		EACH		7.00	EACH	\$3,052.00	7.00	EACH	\$3,052.00		EACH		22.00	EACH	\$9,592.00	22.00	EACH	\$9,592.00		EACH	\$9,592.00			
40	02530 60" DIAMETER MANHOLE BOUYANCY COLLAR	\$1,235.00	9	EACH	\$11,115.00		EACH		9.00	EACH	\$11,115.00	1.00	EACH	\$1,235.00	1.00	EACH	\$1,235.00		EACH		1.00	EACH	\$1,235.00	4.00	EACH	\$4,940.00	4.00	EACH	\$4,940.00			
41	02530 72" DIAMETER MANHOLE BOUYANCY COLLAR	\$1,520.00	1	EACH	\$1,520.00	1.00	EACH	\$1,520.00		EACH		1.00	EACH	\$1,520.00	1.00	EACH	\$1,520.00		EACH		1.00	EACH	\$1,520.									

Partial Pay Estimate No.:

East Bethel Gravity Interceptor & Discharge & Utility Infrastructure Project

CITY OF EAST BETHEL, MN

PROJECT NO. C12.100028

METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES Project No. 801602

WORK COMPLETED THROUGH APRIL 13, 2012

ITEM NO.	ITEM	UNIT PRICE	AS BID		AS BID - CITY		AS BID - MCES		CURRENT ESTIMATE		CURRENT ESTIMATE - CITY		CURRENT ESTIMATE - MCES		COMPLETED TO DATE		COMPLETED TO DATE - CITY		COMPLETED TO DATE - MCES							
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT										
185	02760	4" WHITE STRIPE PAINT PERMANENT	\$0.35	3250	LF	\$1,137.50			3,250.00	LF	\$1,137.50															
186	02610	48" RCP CL III CULVERT	\$118.00	37	LF	\$4,366.00			37.00	LF	\$4,366.00															
187	02610	48" RCP CL III CULVERT FLARED END	\$6,525.00	2	EACH	\$13,050.00			2.00	EACH	\$13,050.00															
188	02630	1" STORM SEWER STRUCTURE DESIGN H	\$225.00	14	LF	\$3,150.00	6.47	LF	\$1,455.00	7.53	LF	\$1,695.00														
189	02630	12" STORM SEWER STRUCTURE	\$560.00	12	LF	\$6,720.00	12.00	LF	\$6,720.00																	
190	02630	18" RCP CL V STORM SEWER	\$34.00	68	LF	\$2,332.00	46.67	LF	\$1,654.67	39.33	LF	\$1,337.33														
191	02630	21" RCP CL V STORM SEWER	\$39.09	21	LF	\$819.00	7.00	LF	\$273.00	14.00	LF	\$546.00														
192	02630	48" RCP CL III STORM SEWER	\$113.00	50	LF	\$5,650.00	50.00	LF	\$5,650.00																	
193	02630	18" RCP CL V STORM SEWER FLARED END	\$805.00	1	EACH	\$805.00	1.00	EACH	\$805.00																	
194	02630	21" RCP CL V STORM SEWER FLARED END	\$900.00	1	EACH	\$900.00	1.00	EACH	\$900.00																	
195	02630	48" RCP CL III STORM SEWER FLARED END	\$1,800.00	2	EACH	\$3,600.00	2.00	EACH	\$3,600.00																	
196	02630	CATCH BASIN CASTING ASSEMBLY	\$562.00	10	EACH	\$5,620.00	6.67	EACH	\$3,746.67	3.33	EACH	\$1,873.33														
197	02705	ADJUST CASTING	\$300.00	10	EACH	\$3,000.00	6.00	EACH	\$1,800.00	4.00	EACH	\$1,200.00														
198	02377	RIPRAP CLASS III	\$100.00	105	CY	\$10,500.00	51.67	CY	\$5,166.67	53.33	CY	\$5,333.33														
199	02370	SILT FENCE	\$1.80	16500	LF	\$29,700.00	8,062.83	LF	\$14,549.10	8,417.17	LF	\$15,150.90	1,262.00	LF	\$2,271.60	1,136.67	LF	\$2,046.00	125.33	LF	\$225.60	12,518.00	LF	\$22,532.40		
200	02370	BOROLL DITCH CHECK	\$2.75	1150	LF	\$3,162.50	230.00	LF	\$632.50	920.00	LF	\$2,530.00	446.00	LF	\$1,226.50	75.00	LF	\$206.25	371.00	LF	\$1,020.25	572.00	LF	\$1,573.00		
201	02370	SILT CURTAIN	\$13.00	900	LF	\$11,700.00	166.67	LF	\$2,166.67	733.33	LF	\$9,533.33														
202	02370	INLET PROTECTION	\$205.00	15	EACH	\$3,075.00	11.67	EACH	\$2,391.67	3.33	EACH	\$683.33														
203	02370	ROCK CONSTRUCTION ENTRANCE	\$1,100.00	6	EACH	\$6,600.00	3.00	EACH	\$3,300.00	3.00	EACH	\$3,300.00														
204	02370	CABLE CONCRETE	\$9.00	4900	SF	\$44,100.00	2,152.83	SF	\$19,275.50	2,747.17	SF	\$24,724.50	1,664.00	SF	\$14,976.00	554.67	SF	\$4,992.00	1,109.33	SF	\$9,984.00	1,664.00	SF	\$14,976.00		
205	02920	EROSION CONTROL BLANKET CAT 3	\$1.25	5500	SY	\$6,875.00	402.67	SY	\$503.33	147.33	SY	\$184.17	7,584.00	SY	\$9,482.50	1,813.00	SY	\$2,266.25	5,781.00	SY	\$7,226.25	7,779.00	SY	\$9,723.75		
206	02920	SEED AND MULCH - SEED MIX 240	\$560.00	14.8	ACRE	\$8,195.00	4.90	ACRE	\$2,695.00	10.00	ACRE	\$5,500.00	1.28	ACRE	\$703.45	0.26	ACRE	\$143.00	1.02	ACRE	\$560.45	6.30	ACRE	\$3,467.53		
207	02920	SEED AND MULCH - SEED MIX 260	\$640.00	2.4	ACRE	\$1,536.00	2.00	ACRE	\$1,280.00	0.40	ACRE	\$256.00														
208	02920	WETLAND SEED - SEED MIX 325	\$1,775.00	26.9	ACRE	\$47,297.50	14.00	ACRE	\$24,850.00	14.90	ACRE	\$26,447.50														
209	02920	SOD FARM SEED	\$700.00	3.9	ACRE	\$2,730.00	1.90	ACRE	\$1,330.00	1.90	ACRE	\$1,330.00														
210	02920	SOD	\$2.50	9050	SY	\$22,625.00	7,393.33	SY	\$18,483.33	1,656.67	SY	\$4,141.67														
211	02310	TOPSOIL BORROW	\$13.75	1425	TON	\$19,593.75	1,126.67	TON	\$15,491.67	298.33	TON	\$4,102.08														
212	02930	2" B&B RIVER BIRCH	\$250.00	38	EACH	\$9,500.00			38.00	EACH	\$9,500.00															
213	02930	2" B&B SWAMP WHITE OAK	\$240.00	37	EACH	\$8,880.00			37.00	EACH	\$8,880.00															
214	02930	#5 CONTAINER RED OSIER DOGWOOD	\$400.00	37	EACH	\$14,800.00			37.00	EACH	\$14,800.00															
215	02930	#5 CONTAINER AMERICAN CRANBERRY BUSH	\$45.00	37	EACH	\$1,665.00			37.00	EACH	\$1,665.00															
216	02530	GRAVITY SEWER PILING (9 5/8") DRIVEN - TYPE C BEDDING			LF					LF																
217	02530	GRAVITY SEWER PILING (9 5/8") DELIVERED - TYPE C BEDDING			LF					LF																
218	02530	GRAVITY SEWER PILING CONCRETE - PILE CAP, GRADE BEAM, MH BASE			CY					CY																
219	02530	GRAVITY SEWER PILING STEEL - PILE CAP, GRADE BEAM, MH BASE			POUND					POUND																
220	02531	TEST PILE (9 5/8")			LF					LF																
221	02530	GRAVITY SEWER PILING (12 3/4") DRIVEN - TYPE C BEDDING	\$39.02	9860	LF	\$384,737.20			9,860.00	LF	\$384,737.20															
222	02530	GRAVITY SEWER PILING (12 3/4") DELIVERED - TYPE C BEDDING	\$39.53	10066	LF	\$397,671.80			10,060.00	LF	\$397,671.80															
223	02530	GRAVITY SEWER PILING CONCRETE - PILE CAP, GRADE BEAM, MH BASE	\$496.92	1185	CY	\$588,850.20			1,185.00	CY	\$588,850.20															
224	02530	GRAVITY SEWER PILING STEEL - PILE CAP, GRADE BEAM, MH BASE	\$1.00	150255	POUND	\$150,255.00			150,255.00	POUND	\$150,255.00															
225	02531	TEST PILE (12 3/4")	\$132.60	200	LF	\$26,520.00			200.00	LF	\$26,520.00															
226		CHANGE ORDER NO 1 - FUEL COSTS	\$160,606.66	1	EACH	\$160,606.66	1.00	EACH	\$160,606.66																	
227	114 - 21.6" O.D. HDPE DR7	\$13.80	2873	LF	\$39,647.40	2,873.00	LF	\$39,647.40				1,052.00	LF	\$14,517.60	2,849.00	LF	\$40,696.20	-1,897.00	LF	-\$26,178.60	2,849.00	LF	\$40,696.20	2,849.00	LF	\$40,696.20
228	137 - 19.6" O.D. HDPE DR 11	\$7.63	790	LF	\$6,027.70	790.00	LF	\$6,027.70				774.00	LF	\$5,905.62	774.00	LF	\$5,905.62									
229	138 - 32" O.D. HDPE DR 11	\$16.69	4040	LF	\$67,427.60	4,040.00	LF	\$67,427.60																		
230	101 - Sanitary Sewer Casting	\$16.18	13	EACH	\$210.34	13.00	EACH	\$210.34						1.00	EACH	\$16.18	-1.00	EACH	-\$16.18	12.00	EACH	\$194.16	12.00	EACH	\$194.16	
231	102 - Water/Tight Casting	\$90.84	32	EACH	\$2,906.88	32.00	EACH	\$2,906.88																		
232	196 - Catch Basin Casting	\$26.13	10	EACH	\$261.30	10.00	EACH	\$261.30																		
233	223 - Gravity Sewer Piling Concrete	\$15.03	1185	CY	\$17,810.55	1,185.00	CY	\$17,810.55																		
234	224 - Gravity Sewer Piling Steel	\$0.20	150255	POUND	\$30,051.00	150,255.00	POUND	\$30,051.00																		
235	2770	B618 CONCRETE CURB AND GUTTER - COST SPLITS (11.75 LF)	\$6.61	8470	LF	\$55,986.70	6,252.67	LF	\$41,330.13	2,217.33	LF	\$14,656.57														
236	2770	B618 CONCRETE CURB AND GUTTER - CITY PORTION (11.75 LF)	\$5.14	8470	LF	\$43,535.80	8,470.00	LF	\$43,535.80																	
237	2740	2" TYPE LV3 NON WEARING COURSE MIXTURE B - STREETS	\$65.80	-283	TON	-\$18,711.40	-206.02	TON	-\$11,495.65	-78.98	TON	-\$4,295.55														
238	2740	2" TYPE LV4 WEARING COURSE MIXTURE B - STREETS	\$6.80	-2340	SY	-\$15,912.00	-1,775.13	SY	-\$12,070.91	-664.87	SY	-\$3,841.09														
239	2740	BITUMINOUS CURB	\$1.65	-7520	LF	-\$12,408.00	-5,619.33	LF	-\$9,271.90	-1,900.67	LF	-\$3,136.10														
240	2770	B618 CONCRETE CURB AND GUTTER	\$12.50	-950	LF	-\$11,875.00	-633.33	LF	-\$7,916.63	-316.67	LF	-\$3,958.33														
241		MH 500 & 501 Inverts	\$1,012.00	1	LS	\$1,012.00	1.00	LS	\$1,012.00																	



ist Bethel Gravity Interceptor & Discharge & Utility Infrastructure Project  
 TY OF EAST BETHEL, MN  
 OBJECT NO. C12.100028  
 PAY ESTIMATE NO. 12

PRIMARY OF STORED MATERIALS: INVENTORY FOR APPROVED MATERIALS STORED ON SITE:	Invoice Unit Price	MCEs		CITY		MCEs		CITY		MCEs		CITY		CURRENT STORED MATERIALS ON HAND	MCEs STORED MATERIALS ON HAND	CITY STORED MATERIALS ON HAND
		Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount			
PVC SEWER PIPE SDR 35	\$ 2.84			1232 LF	\$ 3,498.88			1232 LF	\$ 3,498.88					\$ -	\$ -	\$ -
PVC SEWER PIPE SDR 26	\$ 3.79			2940 LF	\$ 11,142.60			2940 LF	\$ 11,142.60					\$ -	\$ -	\$ -
PVC SEWER PIPE SDR 26	\$ 8.74			672 LF	\$ 5,873.28			610 LF	\$ 5,331.40					\$ 541.88	\$ -	\$ 541.88
PVC SEWER PIPE SDR 35	\$ 12.92							168 LF	\$ 2,170.56					\$ -	\$ -	\$ -
PVC SEWER PIPE SDR 26	\$ 9.53			1428 LF	\$ 13,608.84			1428 LF	\$ 13,608.84					\$ -	\$ -	\$ -
PVC SEWER PIPE SDR 26	\$ 34.77			3500 LF	\$ 121,695.00			1807 LF	\$ 62,829.39					\$ 58,865.61	\$ -	\$ 58,865.61
PVC SEWER PIPE PS46	\$ 25.22			560 LF	\$ 14,123.20			23 LF	\$ 580.06					\$ 13,543.14	\$ -	\$ 13,543.14
PVC SEWER PIPE SDR 26	\$ 2.42							854 LF	\$ 2,066.88					\$ -	\$ -	\$ -
SN72/PN25 GRAVITY SEWER PIPE WFWC	\$ 255.00			1187.65 LF	\$ 302,850.75			1187.65 LF	\$ 302,850.75					\$ -	\$ -	\$ -
PVC C905 DR 21 WM	\$ 49.02							1780 LF	\$ 87,255.60					\$ -	\$ -	\$ -
PVC C900 DR 18 WM	\$ 13.17							820 LF	\$ 10,799.40					\$ -	\$ -	\$ -
PVC C900 DR 25 WM	\$ 4.45							2400 LF	\$ 10,680.00					\$ -	\$ -	\$ -
PVC C905 PIPE DR 21 WM	\$ 19.61							4220 LF	\$ 82,754.20					\$ -	\$ -	\$ -
GATE VALVE	\$ 411.05							17 EA	\$ 6,987.85					\$ -	\$ -	\$ -
GATE VALVE	\$ 524.88							23 EA	\$ 12,072.24					\$ -	\$ -	\$ -
GATE VALVE	\$ 835.46							10 EA	\$ 8,354.60					\$ -	\$ -	\$ -
DRANT	\$ 2,544.46							23 EA	\$ 58,522.58					\$ -	\$ -	\$ -
PVC C905 DR 14 DISCHARGE PIPING	\$ 44.46			4060 LF	\$ 180,507.60			3530 LF	\$ 156,943.80					\$ -	\$ -	\$ -
7/2 SN 25 PN GRAVITY SEWER PIPE WFWC	\$ 113.00			2123.2 LF	\$ 239,921.60			2123.2 LF	\$ 239,921.60					\$ -	\$ -	\$ -
7/2 SN 25 PN GRAVITY SEWER PIPE WFWC	\$ 136.00			20.15 LF	\$ 2,740.40			20.15 LF	\$ 2,740.40					\$ -	\$ -	\$ -
7/100 SN 25 PN GRAVITY SEWER PIPE WFWC	\$ 125.00			481.8 LF	\$ 60,225.00			481.8 LF	\$ 60,225.00					\$ -	\$ -	\$ -
7/46 SN 25 PN GRAVITY SEWER PIPE WFWC	\$ 100.00			882.7 LF	\$ 88,270.00			882.7 LF	\$ 88,270.00					\$ -	\$ -	\$ -
7/2 SN 25 PN GRAVITY SEWER PIPE WFWC	\$ 96.00							400.5 LF	\$ 38,448.00					\$ -	\$ -	\$ -
6" OD HDPE DR 7 DIPS DISCHARGE PIPING	\$ 84.97			3350 LF	\$ 284,648.50			2949 LF	\$ 250,576.53					\$ 34,072.97	\$ -	\$ 34,072.97
5" OD HDPE DR 11 DIPS WATERMAIN	\$ 46.75							1294 LF	\$ 60,494.50					\$ 2,618.00	\$ -	\$ 2,618.00
5" OD HDPE DR 11 DIPS WATERMAIN	\$ 128.29							1477 LF	\$ 189,484.33					\$ 330,090.17	\$ -	\$ 330,090.17
TOTAL:					\$ 1,294,985.05				\$ 1,164,937.53					\$ 491,137.18	\$ 130,045.52	\$ 361,091.37
					\$ 2,243,101.30				\$ 1,751,964.12					\$ -	\$ -	\$ 491,137.18

# CITY BOND SPLIT CALCULATIONS

SECTION	SUBTOTALS	SEWER	WATER	DESCRIPTION	CHECK TOTALS
MOBILIZATION	\$169,552.21	\$90,287.34	\$79,264.87	Apportioned	
REMOVALS	\$80,836.61	\$43,045.87	\$37,790.74	Apportioned	
DISCHARGE PIPING	\$0.00	\$0.00	\$0.00	Apportioned	
STREET & STORM SEWER	\$247,229.02	\$131,650.60	\$115,578.42	Apportioned	
EROSION CONTROL & RESTORATION	\$58,133.68	\$30,956.46	\$27,177.23	Apportioned	
OPTION 1 PILING	\$0.00	\$0.00	\$0.00	Apportioned	
OPTION 2 PILING	\$0.00	\$0.00	\$0.00	Apportioned	
CHANGE ORDERS	\$323,434.00	\$161,717.00	\$161,717.00	50%	
STORED MATERIALS	\$ 361,091.66	\$ 541.88	\$ 360,549.78	By Type	
	\$ -				
SANITARY SEWER	\$1,430,333.41	\$1,430,333.41			
WATERMAIN	\$1,255,715.30		\$1,255,715.30		\$361,091.66
<b>TOTALS</b>		<b>\$1,888,532.55</b>	<b>\$2,037,793.33</b>		<b>\$3,926,325.89</b>
Total - Retainage		\$1,794,105.93	\$1,935,903.67		\$3,730,009.59
PREVIOUS ESTIMATE 1		\$69,994.94	\$50,473.59		\$120,468.53
PREVIOUS ESTIMATE 2		\$286,687.28	\$276,737.92		\$563,425.20
PREVIOUS ESTIMATE 3		\$44,077.24	\$84,713.16		\$128,790.40
PREVIOUS ESTIMATE 4		\$191,282.62	\$235,041.58		\$426,324.20
PREVIOUS ESTIMATE 5		\$313,878.85	\$148,606.65		\$462,485.49
PREVIOUS ESTIMATE 6		\$181,701.39	\$102,733.31		\$284,434.70
PREVIOUS ESTIMATE 7		\$66,939.64	\$49,857.34		\$116,796.99
PREVIOUS ESTIMATE 8		\$305,900.74	\$0.00		\$305,900.74
PREVIOUS ESTIMATE 9		\$1,385.27	\$10,042.23		\$11,427.50
PREVIOUS ESTIMATE 10		\$52,826.63	\$136,304.28		\$189,130.91
PREVIOUS ESTIMATE 11		\$68,744.47	\$671,388.44		\$740,132.90
<b>THIS ESTIMATE</b>		<b>\$210,686.86</b>	<b>\$170,005.16</b>		<b>\$380,692.02</b>
		Sewer Total	Water Total		Check Total



C:\cad\_eng\PROJECTS\GIS\B2248\B2248\_Landlog\_Export\Attachment 1



Location Map

ATTACHMENT 1

SOURCE: ANOKA COUNTY SURVEY DEPARTMENT, MCES, CITY OF EAST BETHEL & MNDNR

April 26, 2012

Stephanie Hanson, City Planner  
City of East Bethel  
2241 - 221st Avenue N.E.  
East Bethel, MN 55011-9631

RE: Wetland Banking Credits

Dear Stephanie:

This letter is to inform you that I do not have any interest in banking the excess wetland credits at the site that is located north of 205<sup>th</sup> Avenue and directly east of the East Bethel ice arena property. I further agree to withdraw my previously submitted wetland banking application dated April 16, 2007 for this site.

In exchange for withdrawing my banking application it is my understanding that the City will:

1. Finalize the wetland monitoring and certificate of completion for the wetland impacts on the Viking/TH65 site;
2. Release my current \$4,500 cash escrow account that is established at the City; and
3. Forgive my current outstanding development review fee of \$2,452.46.

If you have any questions please call me at 612-685-9057.

Sincerely,

---

Tim Landborg

cc: Jack Davis, City Administrator  
Nate Ayshford, Public Works Manager  
Mark Vierling, City Attorney  
Craig J. Jochum, City Engineer



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

May 2, 2012

\*\*\*\*\*

**Agenda Item Number:**

6.0 B.1

\*\*\*\*\*

**Agenda Item:**

Interim Use Permit for Domestic Farm Animals for Keith and Katy Murschel

\*\*\*\*\*

**Requested Action:**

Consider Granting an Interim Use Permit (IUP) for Three (3) Ponies and One (1) Horse in the R-1 Single Family Residential District. Property Located at 954 197<sup>th</sup> Ave. NE.

\*\*\*\*\*

**Background Information:**

Keith and Katy Murschel  
954 197<sup>th</sup> Ave. NE  
East Bethel, MN 55011  
PIN 303323110009

Mr. and Mrs. Murschel are requesting an IUP for the keeping of one (1) horse and three (3) ponies on a 10.5 acre parcel they recently purchased. An IUP for three (3) horses was approved in 2003; however, IUPs are not transferred when the property is sold.

East Bethel City Code Section 10. Article V. Farm Animals, requires that no animals that are regulated by the code can be kept on a parcel of land located within a platted subdivision or on any parcel of land of less than three (3) acres (130,680 square feet). The 10.5-acre parcel is not located within a platted subdivision.

There are no wetlands present on the 10.5-acre parcel. There is an existing barn to house the horses and three (3) fenced in pastures for rotating the livestock. City Code has a limit on the number of animals per parcel. Horses require one acre of pastureland per horse. Pasture land is defined as land with vegetation coverage used for grazing livestock. Pasture growth can consist of grasses, shrubs, deciduous trees or a mixture, not including wetlands.

City staff has conducted a site inspection. The property meets the requirements set forth in City Code for the keeping of farm animals.

**Attachments:**

- 1. Location Map
- 2. Application
- 3. Site Plan

\*\*\*\*\*

**Fiscal Impact:**

Not Applicable

\*\*\*\*\*

**Recommendation:**

Planning Commission recommends approval to City Council for an IUP to allow three (3) ponies and one (1) horse at 954 197<sup>th</sup> Avenue NE, PIN 30-33-23-11-0009, for Keith and Katy Murschel with the following conditions:

1. An Interim Use Permit Agreement must be signed and executed by the property owners and the City.
2. Property owners must comply with City Code Section 10. Article V. Farm Animals.
3. Permit shall expire when:
  - a. The property is sold, or
  - b. Non-compliance of IUP conditions
4. Property owners shall have thirty (30) days to remove approved domestic farm animals upon expiration of the IUP.
5. Property will be inspected and evaluated annually by city staff.
6. Conditions of the IUP must be met no later than August 1, 2012. IUP will not be issued until all conditions are met. Failure to meet conditions will result in the null and void of the IUP.
7. If the animal units change, the property owner must complete a Request for Change of Animal Units form available from the Planning Division. This form is intended to keep staff updated as to the number and type of regulated domestic farm animals kept on the property. The form will be kept in the address file.

\*\*\*\*\*

**City Council Action**

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

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

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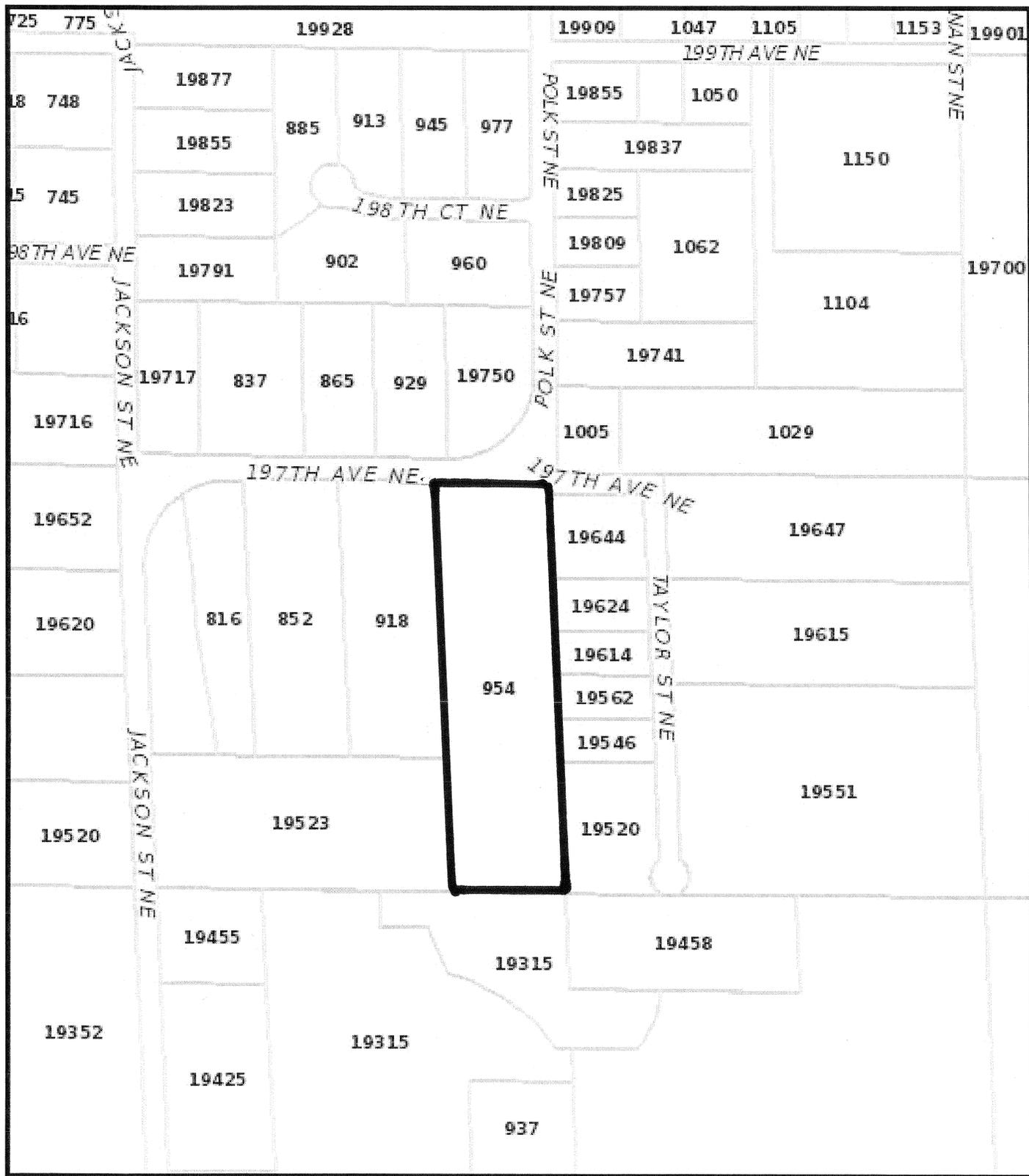


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Vote Yes: \_\_\_\_\_

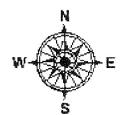
Vote No: \_\_\_\_\_

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



Attachment # 1

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# LAND USE APPLICATION

OFFICE USE ONLY	
Date Rec'd	3/20/12
By	[Signature]
Fee \$	150
CR #	23184

Check appropriate box:  VARIANCE  CUP  IUP  FINAL PLAT

BUSINESS CONCEPT PLAN  PRELIMINARY PLAN  SITE PLAN REVIEW  OTHER \_\_\_\_\_

Application shall include the following items and be submitted thirty (30) days prior to scheduled meeting date.

Application is hereby made for 4H ponies + my horse → 3 ponies / 1 horse (provide narrative below describing proposed use).

We have ponies for our daughters 4h use, care and show.  
We will use the enclosed pastures to keep them.

LOCATION: PID 30-33-23-11-0009 Legal: Lot 10.5 acres Block — Subdivision —

PROPERTY ADDRESS: 954-197<sup>th</sup> Ave NE PRESENT ZONING: R1-Single Family Residential

**PROPERTY OWNER**

CONTACT NAME Keith + Katy Murschel PHONE 763-434-5459  
 ADDRESS 954 197<sup>th</sup> Ave NE FAX \_\_\_\_\_  
 CITY/STATE/ZIP Cedar MN 55011 E-MAIL Kmursch@msn.com

**APPLICANT**

CONTACT NAME Same as above PHONE \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ FAX \_\_\_\_\_  
 CITY/STATE/ZIP \_\_\_\_\_ E-MAIL \_\_\_\_\_

I fully understand that I must meet with City Staff to review all submission requirements and conditions prior to official submission, and that all of the required information must be submitted at least thirty (30) days prior to the Planning/Zoning Commission and City Council scheduled meeting dates to ensure review by City Staff.

[Signature] Property Owner's Signature Katy Murschel Printed Name 3/13/12 Date

OFFICE USE ONLY - DO NOT COMPLETE			
	Received	Approved/Denied	Notes
Community Dvlp.	<u>3/20/12</u>	_____	<u>IUP-12-04</u>
7pm Planning Commission	<u>April 24</u>	_____	
7:30pm City Council	<u>May 2</u>	_____	
<u>5/12/12</u> 60 Day _____ 120 Day			

Attachment #2

3 box stalls in barn  
3 pastures fully enclosed



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# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

May 2, 2012

\*\*\*\*\*

**Agenda Item Number:**

6.0 B.2

\*\*\*\*\*

**Agenda Item:**

Request for an Interim Use Permit in the B-3 Highway Commercial District for Automotive and/or Motorcycle Internet Distribution Sales. The Business Being Located at 18805 Highway 65 NE, Suite A

\*\*\*\*\*

**Requested Action:**

Consider Granting an Interim Use Permit (IUP) for Jordan Valder, Valder's Vehicles, at the Property Located at 18805 Highway 65 NE, Suite A.

\*\*\*\*\*

**Background Information:**

Property Owner:

Tim Chies  
7651 Old Central Ave.  
Fridley, MN 55432

Property Location:

18805 Highway 65 NE, Suite A  
PIN 32 33 23 12 0009

Applicant:

Jordan Valder  
180 184<sup>th</sup> Ln. NE  
East Bethel, MN 55011

Mr. Valder has rented a portion of the building located at 18805 Highway 65 to conduct business from the site. The business is known as Valder’s Vehicles which is defined as a motor vehicle and motorcycle internet distribution sales. This type of use is allowed in the B3 – Highway Business district with an IUP that is limited to no more than two (2) years, at which time the property owner and applicant will be required to re-apply for an IUP.

Valder’s Vehicles is an internet based business that sells used cars and new scooters. Most of the clientele will contact Mr. Valder to find a specific vehicle or they can look at vehicles on the business website. Once Mr. Valder finds a vehicle he brings it to the site to clean it up and makes an appointment for the client to look at the vehicle. Most times the client will purchase the vehicle; however, there are occasions when the vehicle is not purchased. If this is the case, Mr. Valder will place the vehicle on the website and will have it for sale on the lot.

The site will need a designated parking area for customers and for parking of stored vehicles. City Code Appendix A. Zoning, Section 22 regulates the number of parking stalls required. Mr. Valder is required to submit the size of the rented space so staff can calculate parking requirements. Areas where vehicles are parked or stored must comply with code requirements pertaining to size, striping, and identification.

According to state building and fire codes, a Certificate of Occupancy is required when the occupancy of a commercial building is changed. Mr. Chies and Mr. Valder are required to

comply with state building and fire codes. Satisfactory compliance will be determined by the fire and building safety departments.

This type of business is regulated by city code, Ordinance 36, Second Series (Attachment 4). Mr. Valder will be required to meet all requirements of the code. Failure to comply will result in the revocation of the IUP.

**Attachments:**

1. Location Map
2. Application
3. Site Plan
4. Ordinance 36, Second Series

\*\*\*\*\*

**Fiscal Impact:**

Not Applicable

\*\*\*\*\*

**Recommendation:**

Planning Commission recommends approval to City Council for an Interim Use Permit in the B-3 Highway Commercial District for Automotive and/or Motorcycle Internet Distribution Sales. The business being located at 18805 Highway 65 NE, Suite A with the following conditions:

- 1) At least ninety-five (95) percent of all sales shall be initiated and secured through internet communication between buyer and seller.
- 2) Exterior storage area for vehicles and/or motorcycles is limited to 4,000 square feet and shall not interfere with access to required parking spaces. Exterior storage is limited to no more than twenty (20) vehicles and/or motorcycles for a maximum of forty-five (45) days.
- 3) Parking areas must be identified, striped, and sized according to city code, Appendix A, Zoning, section 22.4, including accessible parking stalls.
- 4) Exterior storage of inoperable vehicles and/or motorcycles, equipment, parts, or materials used in the conduct of the business is prohibited.
- 5) Minor vehicle and motorcycle maintenance is permitted as an accessory use as to vehicles and/or motorcycles awaiting sale and delivery only, within a structure. All vehicles awaiting maintenance must be stored inside the principal structure. Body work is prohibited.
- 6) Life and safety inspection by the city building and fire departments must be completed and satisfactorily addressed by Applicant. A Certificate of Occupancy must be issued by the city building department.
- 7) Vehicle and/or motorcycle storage area shall be surfaced with concrete or bituminous and shall meet required parking setbacks. Vehicles and/or motorcycles must not be stored in the right-of-way.
- 8) All necessary state and city licenses shall be obtained prior to operation and displayed for public view during business hours.

9) Business owner must submit records of sales type as requested by city staff within fourteen (14) days of request.

10) An Interim Use Permit is limited to no more than two (2) years duration, upon initiation or renewal. Expiration date is May 31, 2014.

11) An Interim Use Permit Agreement must be executed no later than May 31, 2014 and all conditions must be met no later than July 1, 2012.

12) All signs associated with the use shall be in compliance with the East Bethel Sign Ordinance.

\*\*\*\*\*

**City Council Action**

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

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

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

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

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





# LAND USE APPLICATION

**OFFICE USE ONLY**  
 Date Rec'd \_\_\_\_\_  
 By \_\_\_\_\_  
 Fee \$ 150  
\$300 escrow  
 #935

Check appropriate box:  VARIANCE  CUP  IUP  FINAL PLAT  
 BUSINESS CONCEPT PLAN  PRELIMINARY PLAN  SITE PLAN REVIEW  OTHER \_\_\_\_\_

Application shall include the following items and be submitted thirty (30) days prior to scheduled meeting date.  
 Application is hereby made for \_\_\_\_\_ (provide narrative below describing proposed use).

LOCATION: PID 32 33 23 12 0009 Legal: Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_  
 PROPERTY ADDRESS: 18805 ste. A Hwy 65 EAST BETHEL, MN 55011 PRESENT ZONING: \_\_\_\_\_

**PROPERTY OWNER**

CONTACT NAME Tim Chios PHONE 763-757-0743  
 ADDRESS 7657 Old Central Ave FAX 763-757-6288  
 CITY/STATE/ZIP Indle, MN 55432 E-MAIL tw.chios@akdeproperty.com

**APPLICANT**

CONTACT NAME JORDAN VALDER PHONE 763-498-4881  
 ADDRESS 180 184th LN EAST BETHEL, MN 55011 FAX \_\_\_\_\_  
 CITY/STATE/ZIP EAST BETHEL, MN 55011 E-MAIL Jordan@valdersvehicles.com

I fully understand that I must meet with City Staff to review all submission requirements and conditions prior to official submission, and that all of the required information must be submitted at least thirty (30) days prior to the Planning/Zoning Commission and City Council scheduled meeting dates to ensure review by City Staff.

[Signature]  
 Property Owner's Signature  
[Signature]

Timothy W. Chier  
 Printed Name  
JORDAN PAUL VALDER

03-30-2012  
 Date  
03-30-2012

**OFFICE USE ONLY - DO NOT COMPLETE**

	Received	Approved/Denied	Notes
Community Dvlp. Public Hearing Planning Commission 30 City Council	<u>4/24/12</u> <u>5/2/12</u>	_____	
<u>6/4/12</u> 60 Day _____ 120 Day			

Attachment #2

## Executive Summary 07/20/2011

There is a need in East Bethel for a large selection of quality used cars, and Valders Vehicles will sell these top-quality used vehicles at a competitive price. The owner and General Manager have over 25 years of combined experience in new and used auto sales. We will continue to develop our excellent working relationship with local dealers and auctions to bring the savings to the customer.

We will be successful because we offer something different; a pleasant car buying experience. We will create a purchasing environment that caters to the customer's wants and needs. We are selling a professional service and an experience in car buying that will bring customers back time and time again, as well as referring friends and family. We estimate an optimistic gross margin over the industry average driving revenue back into our own city.

### 1.1 Objectives

100% customer satisfaction, measured through repeat customers, referrals and surveys.

To achieve and surpass the industry average profit margin within the first two-years.

To achieve a respectable net profit by year two.

### 1.2 Mission

Valders Vehicles will provide a unique car buying experience to the customers in the city of East Bethel and the surrounding Anoka county area. One that focuses on customer satisfaction first. We understand that vehicle purchasing is a necessary, but sometimes unpleasant experience. Our goal is to provide the customers with an enjoyable, honest service by satisfying individual customers practical transportation needs with a quality product.

We also believe it is important to have quality vehicles at a low cost; Our Company will make a profit by generating sales. It will provide job satisfaction and fair compensation to its employees, and a fair return to its owners and the city. Hard work and performance is rewarded through bonuses and commissions. Job satisfaction is very important for employees and owners; we will create a work environment that is enjoyable and profitable for all, including the city of East Bethel.

### 1.3 Keys to Success

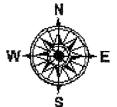
To succeed in this business we must:

Secure an excellent high-traffic location.

Establish a network of suppliers, in order to buy and sell products that are of the highest reliability and quality, at a competitive price.

Ensure customer satisfaction by encouraging the two most important values, honor and integrity.

Valders Vehicles \*\*Fair Honest Service\*\*



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

**ORDINANCE NO. 36, SECOND SERIES**

**AN ORDINANCE AMENDING APPENDIX A. ZONING, OF THE  
EAST BETHEL CITY CODE**

The City Council of the City of East Bethel, Anoka County, Minnesota does hereby ordain as follows:

**Section 01. GENERAL PROVISIONS OF ADMINISTRATION**

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

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

*Mn/DOT:* Minnesota Department of Transportation.

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

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

*Motorcycle:* Every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground, including motor scooters and bicycles with motor attached, excluding tractors as defined by Minn. Stat. 169.011 Subd 44.

*MPCA:* Minnesota Pollution Control Agency.

*Mining:* The excavation, removal, storage, or processing of sand, gravel, rock, soil, clay, or other deposits in excess of one (1) acre.

*Mixed Municipal Solid Waste:* Garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates

creates for collection. Auto hulks, street sweepings, ash, construction debris, industrial wastes, mining waste, sludges.

**SECTION 47**  
**HIGHWAY COMMERCIAL (B-3) DISTRICT**

**5. Interim Uses**

- A. Grading activities that move more than 1,000 cubic yards of material per acre.
- B. Drive-thru Services.
- C. Communication Towers.
- D. Motor Vehicle and/or Motorcycle Internet Distribution Sales; limited to no more than a two(2)-year permit.
- E. Other uses similar to those permitted in this section as determined by the City Council.

**6. Certificate of Compliance**

Temporary/Seasonal Sales as permitted in Section 01. General Provisions of Administration.

**7. Development Regulations**

A. Minimum Lot Requirements.

1) Lot Area

- a) With sewer and water                      23,000 square feet
- b) Without sewer and water                      10 acres

2) Lot Width

100 feet (with or without sewer)

B. Setbacks.

1) Front Yard

40 feet

a) City right-of-way

40 feet

b) State/County right-of-way

100 feet

2) Side Yard

10 feet

## SECTION 10

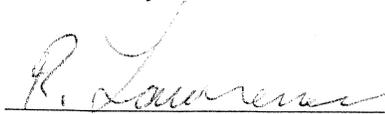
### GENERAL DEVELOPMENT REGULATIONS

#### 19. Motor Vehicle and/or Motorcycle Internet Distribution Sales

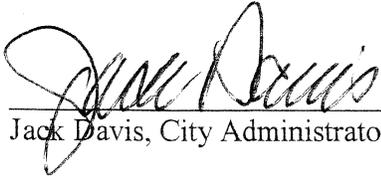
- A. An interim use permit is required and is limited to no more than two (2) years in duration, upon initiation or renewal.
- 1) At least ninety-five (95) percent of all sales shall be initiated and secured through internet communication between buyer and seller.
  - 2) Exterior storage area for vehicles and/or motorcycles is limited to 4,000 square feet and shall not interfere with access to required parking spaces. Exterior storage is limited to no more than twenty (20) vehicles and/or motorcycles for a maximum of forty-five (45) days.
  - 3) Exterior storage of inoperable vehicles and/or motorcycles, equipment, parts, or materials used in the conduct of the business is prohibited.
  - 4) Minor vehicle and motorcycle maintenance is permitted as an accessory use as to vehicles and/or motorcycles awaiting sale and delivery only, within a structure. All vehicles awaiting maintenance must be stored inside the principal structure. Body work is prohibited.
  - 5) Vehicle and/or motorcycle storage area shall be surfaced with concrete or bituminous and shall meet required parking setbacks. Vehicles and/or motorcycles must not be stored in the right-of-way.
  - 6) All necessary state and city licenses shall be obtained prior to operation and displayed for public view during business hours.
  - 7) Business owner must submit records of sales type as requested by city staff within fourteen (14) days of request.
  - 8) All signs associated with the use shall be in compliance with the East Bethel Sign Ordinance.

Adopted by the City Council of the City of East Bethel, Minnesota, this 4th day of April, 2012.

For the City:

  
Richard Lawrence, Mayor

ATTEST:



---

Jack Davis, City Administrator

Adopted: April 4, 2012  
Summary Published: April 13, 2012  
Effective: April 13, 2012



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

May 2, 2012

\*\*\*\*\*

**Agenda Item Number:**

6.0 B.3

\*\*\*\*\*

**Agenda Item:**

Concept Plan for Classic Commercial Park 2<sup>nd</sup> Addition

\*\*\*\*\*

**Requested Action:**

Consider approval of a concept plan for a commercial development known as Classic Commercial Park 2<sup>nd</sup> Addition

\*\*\*\*\*

**Background Information:**

**Property Owner/Applicant:**

Curt Strandlund  
CD Properties North  
18542 Ulysses St. NE  
East Bethel, MN 55011

**Property Locations:**

18765 Ulysses St. NE and PIN 323323120009  
East Bethel, MN 55011  
PINs: 32-33-23-12-0008 & 32-33-23-12-0008  
B3 Highway Commercial District

Mr. Strandlund is proposing a concept plan for a commercial development known as Classic Commercial Park 2<sup>nd</sup> Addition. The 1<sup>st</sup> Addition was finalized in April 2006. The 19.46 acres parcel is proposed to be developed into two (2) commercial parcels and one (1) outlot that will be further subdivided in the future. The proposed lots meet area and dimensional requirements as required by the zoning ordinance. Municipal sewer and water will be stubbed to each of the parcels.

The City Engineer and City Attorney have reviewed the concept plan and have provided comments as Attachments 4 and 5. Mr. Strandlund will continue to work with staff to satisfy all comments of the City Engineer, City Attorney, and staff during the platting process.

**Streets/Access**

The main ingress/egress to and from the development is from 187th Lane and Ulysses Street. Ulysses will be extended approximately 300 feet to the north to access the new parcels. The existing temporary cul-de-sac easement will be vacated and a new temporary cul-de-sac easement will be recorded. The easement will remain in place until such time as Ulysses is further extended to the north.

**Park Dedication**

Park and trail dedication was paid in full during the Classic Commercial Park 1<sup>st</sup> Addition. As stated in the Developers Agreement executed on April 15, 2006, *future subdivision of any part of the subject property will be exempt from additional park/trail dedication requirements* (Attachment 6).

**Attachments:**

- 1. Location Map
- 2. Applicant's Application
- 3. Concept Plan
- 4. Letter From City Engineer
- 5. Letter From City Attorney
- 6. Development Agreement from CCP 1<sup>st</sup> Addition

\*\*\*\*\*

**Fiscal Impact:**

Undetermined as this time

\*\*\*\*\*

Planning Commission recommends concept plan approval to the City Council for the proposed subdivision known as Classic Commercial Park 2<sup>nd</sup> Addition with the following conditions:

- 1. All concerns of the City Engineer and City Attorney must be considered for the concept plan to move forward as a preliminary plat.

\*\*\*\*\*

**City Council Action**

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

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

\_\_\_\_\_

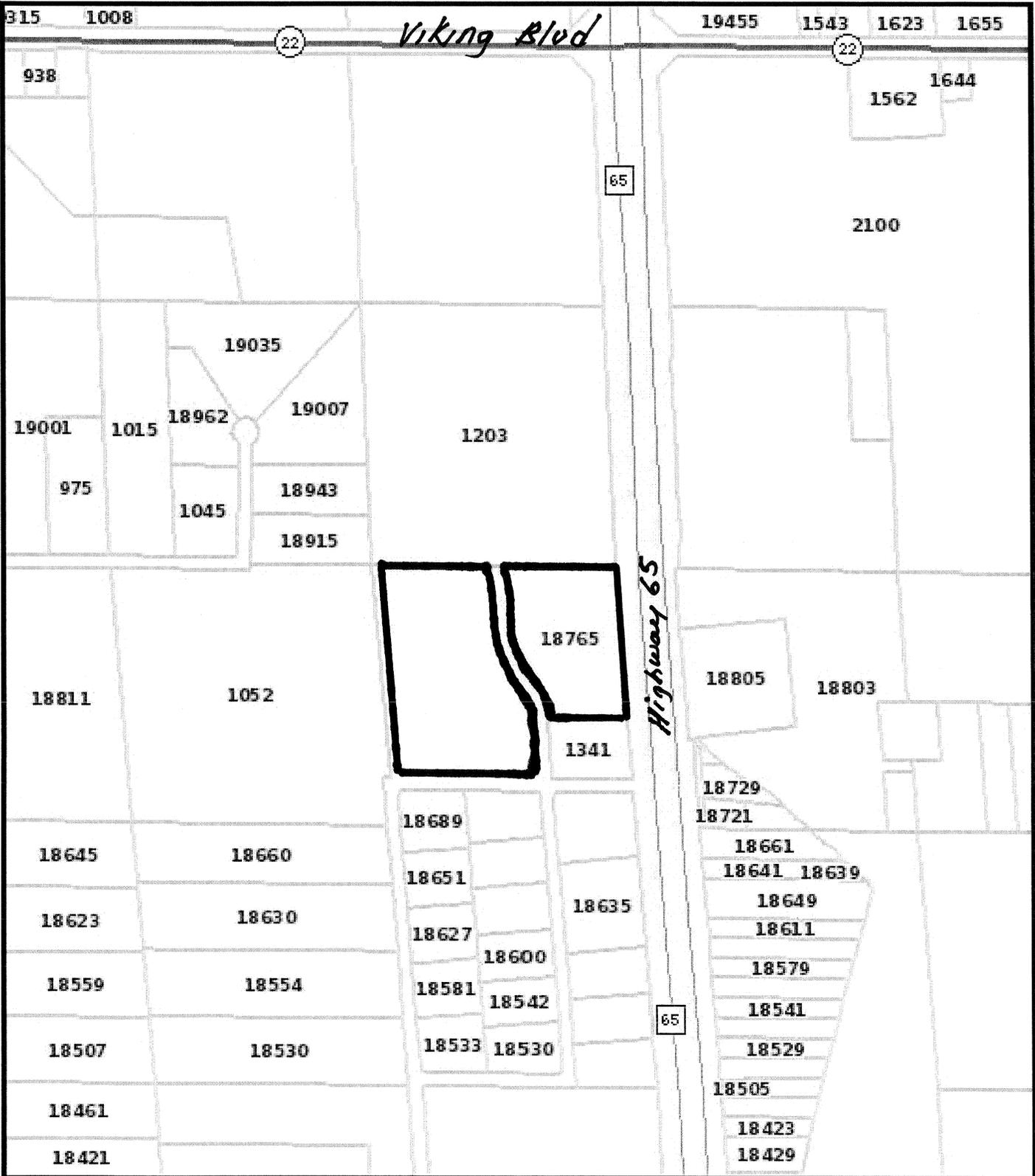
\_\_\_\_\_

\_\_\_\_\_

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

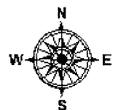
Vote No: \_\_\_\_\_

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



Attachment #1

Disclaimer: This information is being distributed as demonstration data only. You should not use the data for any other purposes at this time. This information is to be used for reference purposes only.  
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# LAND USE APPLICATION

**OFFICE USE ONLY**  
 Date Rec'd 4/5/12  
 By [Signature]  
 Fee \$ 500 app  
500 escrow  
CR# 56415

- Check appropriate box:
- VARIANCE     CUP     IUP     FINAL PLAT
- CONCEPT PLAN     PRELIMINARY PLAT     SITE PLAN REVIEW     OTHER \_\_\_\_\_

Application shall include the following items and be submitted thirty (30) days prior to scheduled meeting date.

Application is hereby made for \_\_\_\_\_ (provide narrative below describing proposed use).  
**Subdivision of 2 existing lots into 4 total parcels. One of the lots will be the existing Village Bank parcel. Two others will be for future construction of commercial buildings. The last lot will be an Outlot for future development.**

LOCATION: PID 32-33-23-21-0009    Outlot A  
32-33-23-21-0008    Legal: Lot 1    Block 1    Subdivision **CLASSIC COMM. PARK**

PROPERTY ADDRESS: 18765 Ulysses Street NE, and \_\_\_\_\_    PRESENT ZONING: B-3 \_\_\_\_\_

**PROPERTY OWNER**

CONTACT NAME **Curt Strandlund- CD PROPERTIES NORTH**    PHONE **763-434-8870**  
 (and Village Bank)

ADDRESS **18542 Ulysses Street NE**    FAX **763-434-7120**

CITY/STATE/ZIP **East Bethel, MN 55011**    E-MAIL: **Curt@classicconstructioninc.com**

**APPLICANT**

CONTACT NAME (SAME AS ABOVE)    PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_    FAX \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_    E-MAIL \_\_\_\_\_

I fully understand that I must meet with City Staff to review all submission requirements and conditions prior to official submission, and that all of the required information must be submitted at least thirty (30) days prior to the Planning/Zoning Commission and City Council scheduled meeting dates to ensure review by City Staff.

[Signature]  
 Property Owner's Signature

Donald - Kevin Curtis & Strandlund    4-3-12  
 Printed Name    Date

OFFICE USE ONLY - DO NOT COMPLETE			
	Received	Approved/Denied	Notes
Community Dvlp.	_____	_____	
Planning Commission	<u>4/24/12</u>	_____	
City Council	<u>5/2/12</u>	_____	
<u>6/4/12</u> 60 Day _____ 120 Day			

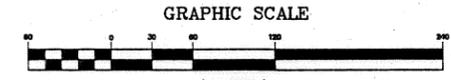
# CONCEPT PLAN ~of~ CLASSIC COMMERCIAL PARK 2ND ADDITION

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

## EXISTING PROPERTY DESCRIPTION:

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

NORTH



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

## ZONING INFORMATION

EXISTING ZONING = HIGHWAY COMMERCIAL (B-3) DISTRICT

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

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

## LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES ANOKA COUNTY CAST IRON MONUMENT
- DENOTES CATCH BASIN
- DENOTES SANITARY SEWER MANHOLE
- DENOTES HYDRANT
- DENOTES GATE VALVE
- DENOTES SIGN
- DENOTES EXISTING CONTOURS
- DENOTES 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
- (xxx.xx c.c.p.) DENOTES MEASUREMENT FROM THE PLAT OF CLASSIC COMMERCIAL PARK

## NOTES:

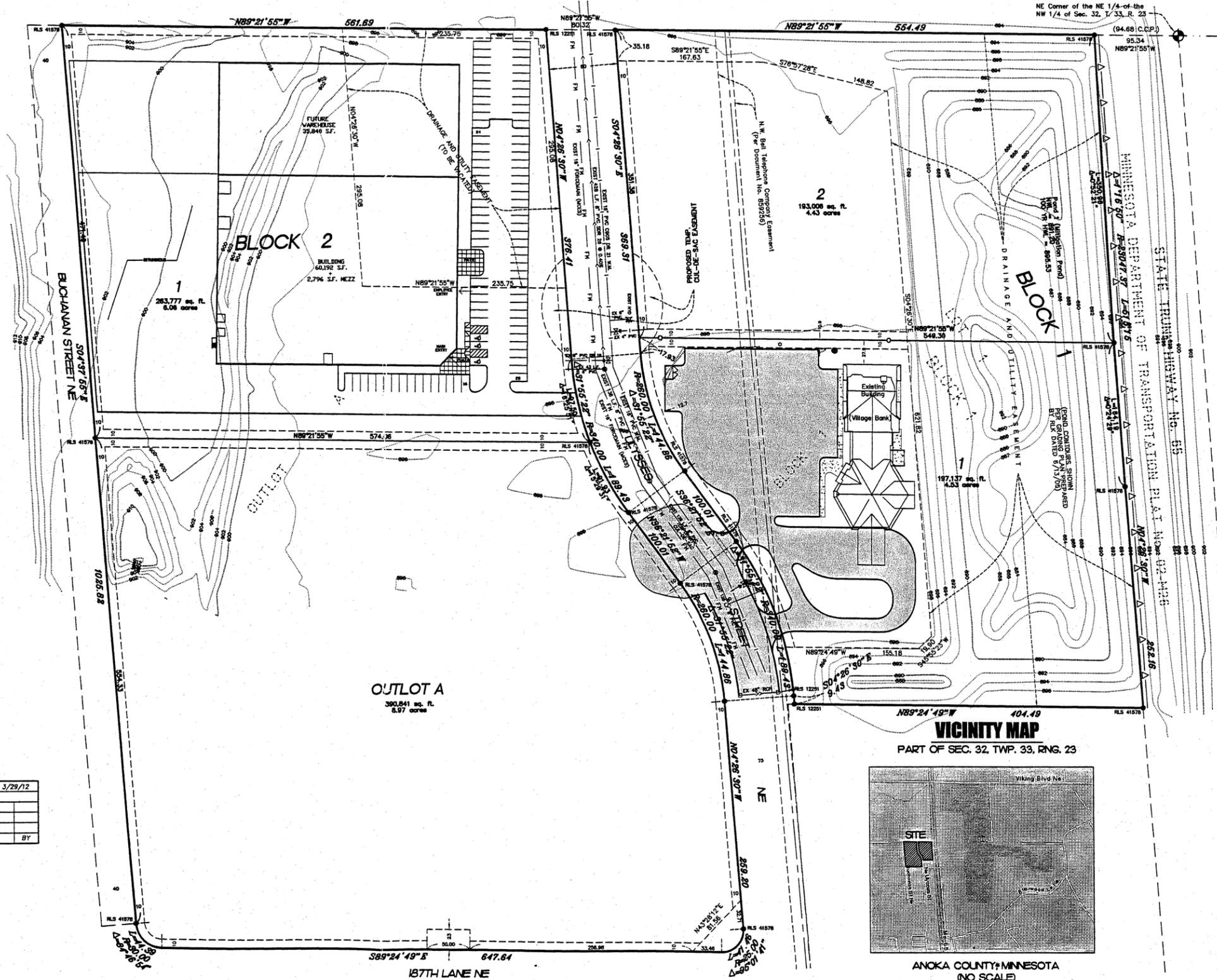
- Field survey was completed by E.G. Rud and Sons, Inc. in December 2011 and March 2012.
- Bearings shown are on Anoka County datum.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- 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.
- Utilities shown per field location and proposed utility plans by Plowe Engineering.

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

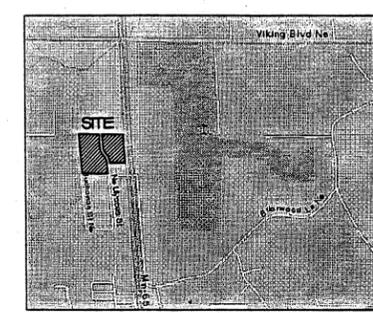
Date: 3/29/2012 License No. 41578

DRAWN BY: BAB	JOB NO: 11597	DATE: 3/29/12	
CHECK BY: JER	SCANNED <input type="checkbox"/>		
1			
2			
3			
NO.	DATE	DESCRIPTION	BY



## VICINITY MAP

PART OF SEC. 32, TWP. 33, RNG. 23



ANOKA COUNTY MINNESOTA  
 (NO SCALE)

April 16, 2012

Stephanie Hanson, City Planner  
City of East Bethel  
2241 - 221st Avenue N.E.  
East Bethel, MN 55011

RE: Concept Plan Review – Classic Commercial Park 2<sup>nd</sup> Addition

Dear Stephanie:

We have reviewed the concept plan dated March 29, 2012 by E.G. Rud & Sons for the above referenced project.

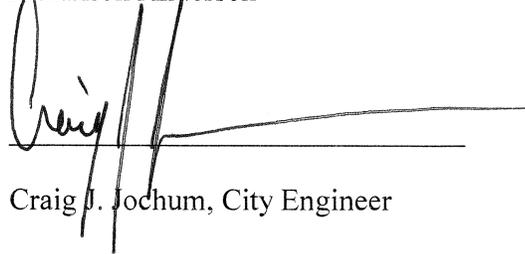
As we understand it, the proposed concept consists of replatting the Classic Commercial Park plat into three lots and an outlot. The existing Village Bank site would be on Lot 1, Block 1. The concept proposes to extend Ulysses Street north approximately 300 feet at which point a temporary cul-de-sac will be constructed. We offer the following comments:

1. Per Section 66-41(2) of the Zoning Ordinance, provide a resource inventory of the development. The resource inventory shall include the following:
  - a. A topographic survey that includes Outlot A.
  - b. Soil type locations and identification of soil type characteristics such as hydric soils and depth to bedrock and water table.
  - c. Site vegetation, including cover type, woodland area boundaries, individual trees having a diameter of 18 inches or greater and vegetative type descriptions.
  - d. Current land use and cover.
  - e. Transportation systems, including adjoining street, functional classifications, current and projected traffic volumes and provisions for alternative modes of transportation.
  - f. An exhibit that shows the general outlines of existing neighborhoods, presence of areas of significant natural environmental areas, land uses, buildings, streets, and natural features such as water bodies or wooded areas, roads, driveways, and property boundaries within 300 feet of the development. This information shall be presented on an aerial photograph.
2. Per Section 66-41(3)a of the Zoning Ordinance, label the open spaces areas and indicate which areas are to be protected and defined by the purpose of the open space.
3. Per Section 66-41(3)d of the Zoning Ordinance, label the areas proposed for stormwater management. The Classic Commercial Park development proposed a pond in the northeast corner of Lot 1, Block 2. A parking lot is currently proposed over the pond location.
4. Per Section 66-41(3)e of the Zoning Ordinance, label streets and alternative modes of travel systems which are consistent with the comprehensive plan that interconnect neighborhoods.

5. Per Section 66-41(3)g of the Zoning Ordinance, label the total area of wetlands and uplands on the site.
6. The preliminary plat will need to address vacation of the existing easements and right-of-way, if necessary, for the replatting.
7. Stormwater storage and treatment will have to be addressed with the preliminary plat submittal.
8. The Existing temporary cul-de-sac easements, if any, will have to be vacated.
9. It should be noted that a radius adequate to provide for a 300-foot centerline radius on 187<sup>th</sup> Lane may have to be provided when Outlot A is platted.
10. It does not appear that Lot 2, Block 1 or Outlot A have a sewer or water service.
11. It appears the water service to Village Bank will be on Lot 2, Block 1.
12. Clarify the purpose of the property corners set on the north line of Lot 1, Block 1.
13. Upon approval of the concept plan by the City Council, the developer will be required to submit a preliminary plat. The preliminary plat must be submitted in accordance with all applicable city ordinances.

If you have any questions please call me at 763-852-0485.

Sincerely,  
Hakanson Anderson



Craig J. Jochum, City Engineer

CJJ:dmb

cc: Jack Davis, City Administrator  
Mark DuCharme, Fire Chief  
Nate Ayshford, Public Works Manager  
Mark Vierling, City Attorney  
Jason Rud, E.G. Rud & Sons  
Curt Strandlund, Classic Construction

**From:** Mark Vierling [MVierling@eckbergglammers.com]  
**Sent:** Monday, April 09, 2012 1:56 PM  
**To:** Stephanie Hanson  
**Cc:** Craig Jochum  
**Subject:** Classic Commercial Park

Thanks for the copy of the application for re-subdivision.

A few questions:

1. Is the applicant agreeing to pay for the road extension (Ulysses) to the property line?...or Escrow the necessary funds to do so?
2. " " " " - water and sewer extension to the property line
3. Might the city desire over-sizing of the lines to extend services to the north?
4. I presume park dedication was paid when the original area was first platted?
5. Will the temporary cul de sac be secured by a public or private easement?
6. What is the 50 x 23 rectangular piece along the south border of outlot A for?
7. Will there be any development/construction of Buchanan Street?...has that been publically dedicated?

Mark J. Vierling, Esq.  
 Eckberg, Lammers, Briggs, Wolff & Vierling, P.L.L.P.  
 1809 Northwestern Avenue  
 Stillwater, Minnesota 55082  
 Direct Dial No: (651) 351-2118  
 Telephone: (651) 439-2878  
 Facsimile: (651) 439-2923  
[mvierling@eckbergglammers.com](mailto:mvierling@eckbergglammers.com)  
[www.eckbergglammers.com](http://www.eckbergglammers.com)

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Attachment #5

## DEVELOPMENT AGREEMENT

AGREEMENT, made this 15<sup>th</sup> day of April, 2006, between the City of East Bethel, a municipal corporation under the laws of the State of Minnesota, ("City") and Classic Construction of Cedar, Minnesota, Inc., a Minnesota corporation, ("Developer").

1. **Request for Plat Approval.** The Developer has requested that the City approve a plat entitled CLASSIC COMMERCIAL PARK (hereinafter the "Plat"), the subject land being legally described as:

That part of the Northeast Quarter of the Northwest Quarter of Section 32, Township 33, Range 23, Anoka County, Minnesota, lying northerly of the northerly line of SAUTER'S COMMERCIAL PARK; except that part of the North 300 feet of the South 545.81 feet of the East 510.00 feet of said quarter quarter, lying West of the West right-of-way line of State Trunk Highway No. 65; subject to easements of record, if any.

And also except,

That part of the Northeast Quarter of the Northwest Quarter, Section 32, Township 33, Range 23, Anoka County, Minnesota, lying northerly of SAUTER'S COMMERCIAL PARK, Anoka County, Minnesota, lying westerly of the east 510.00 feet of said Northeast Quarter of the Northwest Quarter and lying southerly and southwesterly of the following described line: Beginning at the intersection of the north line of the southerly 262.81 feet of said Northeast Quarter of the Northwest Quarter with the west line of the east 510.00 feet of said Northeast Quarter of the Northwest Quarter; thence westerly, along said north line, a distance of 748.35 feet; thence northwesterly, along a tangential curve concave to the northeast, having a radius of 30.00 feet, a central angle of 84 degrees 46 minutes 50 seconds, for a distance of 44.39 feet; thence westerly, radial to said curve, to the west line of said Northeast Quarter of the Northwest Quarter, and said line there terminating.

2. **Conditions of Plat Approval.** The City agrees to approve the Plat on condition (i) that the Developer enter into this Agreement and perform the undertakings and furnish the security required herein; (ii) that the Developer comply with all requirements of the City's approval of the preliminary plat of CLASSIC COMMERCIAL PARK; and (iii) that the Developer comply with all requirements of the City's ordinances for final plat approval.

3. **Right to Proceed.** Within the plat of CLASSIC COMMERCIAL PARK or the land to be platted, the Developer may not construct any buildings until all the following conditions have been satisfied: (i) this Agreement has been fully executed by all parties and filed with the City Clerk; (ii) all conditions contained in the Agreement have been met; and (iii) the security required pursuant to Section 12 hereof has been received by the City.

4. **Development Plans.** The plat of CLASSIC COMMERCIAL PARK will be developed in accordance with the plans on file in the office of the City Clerk and the conditions stated below. If the plans vary from the written terms of this Agreement, the written terms will control. The plans (hereinafter the "Development Plans") are:

A. Preliminary Plat of CLASSIC COMMERCIAL PARK, prepared by RLK Kuusisto Ltd., dated March 19, 2004, last revised November 15, 2004.

B. Construction Plans (nine sheets) for CLASSIC CONSTRUCTION COMMERCIAL PROPERTY, prepared by RLK Kuusisto, Ltd., dated February 18, 2005.

All written comments and requirements of the City Engineer prior to the date of this Agreement also are part of the plans and documents and are incorporated herein by reference, including but not limited to the City Engineer's Engineering Reviews Nos. 1, 2, 3, 4 and 5 dated April 6, 2004, July 10, 2004, October 8, 2004, December 8, 2004, and April 18, 2005, respectively, and the City Engineer's letters to Curt Strandland dated July 14, 2005 and November 7, 2005.

In case of any dispute regarding the Development Plans and the Developer's obligations under the Plans and this Agreement, the decision of the City Engineer will control and be final.

5. **Improvements.** The Developer will perform, install, and pay for all improvements (hereinafter the "Improvements") as shown in the Development Plans. Security will be provided for the remaining Improvements listed below:

A. Final bituminous wear course; and

B. Establishment of vegetation around the storm water pond and compliance with the wetland replacement obligations outlined in the Developer's Declaration of Restrictions and Covenants for Replacement Wetland of the same date as this Agreement, a copy of which is attached hereto as Exhibit A.

The Improvements will be installed in accordance with City ordinances and standards and the Development Plans. The Developer will obtain all necessary permits. The City will provide adequate field inspection personnel to assure acceptable quality control which will allow certification of the construction work. The City, when reasonably required to do so and at the Developer's expense, may have one or more City inspectors and a soil engineer inspect the work. Within 30 days after the completion of the Improvements, and before any security is released, the Developer will supply the City with a complete set of reproducible "as built" plans on electronic disc and two complete sets of blue line "as built" plans, all prepared in accordance with City standards.

The Developer must pay for all required street and traffic signs and controls and all related services for engineering and inspection, including all construction staking.

The construction of the Improvements will be guaranteed and secured as provided in Section 12.

Certificates of occupancy will not be issued for construction within the Plat until electric, gas, and telephone lines are installed in the common trenches and a letter of completion is received from each utility company. All underground facilities, as defined in East Bethel Ordinance No. 202, must be locatable as required by Ordinance No. 202.

6. **Time of Performance.** The Developer will install the Improvements identified in paragraph 5 by September 30, 2006. The Developer may request an extension of time from the City, which extension will not be unreasonably withheld. The City may impose conditions on the extension necessary to ensure performance.

7. **Right of Entry and Final Inspection.** The Developer hereby grants to the City, its agents, employees, officers, and contractors, the right of entry to enter the Plat to perform any and all work and inspections necessary pursuant to this Agreement or deemed appropriate by the City during the installation of the Improvements by the Developer or the City or to make any corrective action deemed necessary by the City.

At such time as the Developer believes the Improvements have been completed, the Developer will petition the City in writing for a preliminary final inspection of the Improvements and the preparation of a punch list of items of work that must be corrected or are incomplete. The City will perform the inspection and furnish the punch list within 15 days of receipt of the petition. The Developer will promptly undertake correction/ completion of all items on the list and notify the City in writing when all such work has been completed. The City will perform a final inspection of the Improvements within 15 days of receipt of such notice.

8. **Erosion Control.** After the site of the Improvements is rough graded, but before any construction is commenced, the Erosion Control Plan will be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if, in the opinion of the City Engineer, they would be beneficial. All areas disturbed by excavation and backfilling operations will be reseeded forthwith after the completion of the work in that area. If the Developer does not comply with the Erosion Control Plan and schedule or any supplementary instructions, the City, with reasonable notice, may take such action as it deems appropriate.

9. **Grading, Drainage, and Erosion Control Plans.** Grading will be in accordance with the approved plans listed in Section 4. Ditches will be constructed on public easements or land owned by the City. Within 30 days after completion of grading and before any security is released, the Developer will provide the City with an "as built" grading plan including certification by a licensed engineer that all ditches have been constructed on public easements or land owned by the City. The "as built" plan will include field verified elevations of the locations and elevations of ditches, pipes, and ponding areas.

10. **Clean Up.** The Developer will promptly clean any and all dirt and debris from streets resulting from construction work by the Developer, its agents, or assigns.

11. **Ownership of Improvements.** Upon completion of the work and construction required by this Agreement and approval and acceptance thereof by the City Council, all improvements lying within public easements or right-of-way will become City property, without further notice or action.

12. **Security.** To ensure compliance with the terms of this Agreement and construction of the Improvements, the Developer will furnish to the City one or more irrevocable standby letters of credit, from a bank, ("security") as follows:

Final Bituminous Wear Course (\$34.00 x 200 Tons x 150%)	\$10,200.00
Establishment of Vegetation Around Storm Water Pond and Wetland Replacement Obligations	\$ 5,000.00
Two Year Warranty (\$15.00/L.F. x 500 L.F.)	<u>\$ 7,500.00</u>
TOTAL:	\$22,700.00

The bank and form of the letters of credit will be subject to the approval of the City Attorney. The term of the letter of credit for the final bituminous wear course must be for a period commencing the date hereof and expiring no earlier than December 31, 2006. The term of the letter of credit for the establishment of the vegetation around the storm water pond and the wetland replacement obligations must be for a period commencing the date hereof and expiring no earlier than February 28, 2013. The term of the letter of credit for the warranty must be for a period commencing the date hereof and expiring no earlier than December 31, 2008. The Developer may initially furnish a single letter of credit covering all items in the amount of \$22,700.00, which may be reduced to \$12,500.00 upon completion and acceptance of the final bituminous wear course by the City, but the \$12,500.00 letter of credit (covering the warranty and the establishment of the vegetation and the wetland replacement) must remain in place for two years after that date on which all improvements within the Plat required by City ordinances have been given final acceptance by the City Council. Upon the expiration of that two year period, the letter of credit may be reduced again to \$5,000.00, but the \$5,000.00 letter of credit must remain in place until February 28, 2013, to secure the Developer's obligations to establish the vegetation and replace the wetland.

The City may draw down on the security for any violation of the terms of this Agreement. Before drawing down on the security, the City will make a reasonable effort to give timely notice to the Developer, but such notice will not be a condition precedent to drawing down the security. If the required improvements are not completed at least 30 days prior to the expiration of a letter of credit, the City may also draw down the letter of credit. With City approval the security may be reduced from time to time as the Developer's obligations under this Agreement are met.

The Developer also must deposit with the City upon the signing and delivery of this Agreement the amount of \$1,103.62 to cover the negative balance in its escrow account on the

date hereof plus an additional \$3,100.00 to cover the cost of all future City staff services (administrative, legal, engineering, and inspection) to be incurred in the performance of this Agreement and \$0.60 per lineal foot for striping (1,200.00 total L.F. of striping). The total deposit will be \$4,923.62. The City may draw down on said deposit as costs for such services are incurred by the City upon timely notice to the Developer. If the costs for such City staff services exceed the additional \$4,923.62, the Developer will pay the excess upon timely notice. Any balance in said fund at such time as the Developer is released from all its obligations hereunder will be refunded to the Developer.

13. **Park/Trail Dedication.** The Developer must pay a cash contribution of \$32,400.00.00 in full satisfaction of the City's park/trail dedication requirements for the subject property; future subdivision of any part of the subject property will be exempt from additional park/trail dedication requirements. This contribution must be paid before the City signs the final plat.

14. **Warranty.** The Developer warrants all work performed and materials furnished by the Developer within the Plat against poor material, faulty workmanship, and defects for a period of two years commencing on that date on which the City Council gives final acceptance to all improvements required within the Plat. All grass and sod is warranted to be alive, of good quality, and disease free at the termination of the warranty period. Any replacements will be warranted for one year from the time of planting. All drainage facilities must remain functional and free of dirt and debris during the warranty period, which will be the obligation of the Developer. The Developer (a) guarantees and (b) agrees to repair any damages and maintain the quality and stability of all work performed and materials furnished and installed in connection with the installation of all the Improvements within and furnishing access to the Plat for a period of two years after that date on which the City Council has given final acceptance to all required improvements. The warranty period on the final bituminous wear course will commence upon inspection by the City Engineer and acceptance of the work by the City Council.

For such purposes as may be necessary in connection with execution and enforcement of this agreement, warranty, and guarantee, and any dispute as to what is meant by the plans and specifications, the decision of the City Engineer shall be final.

15. **Responsibility for Costs.**

A. The Developer will hold the City and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from Plat development. The Developer will indemnify the City and its officers and employees for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorney's fees;

B. The Developer will pay in full all bills submitted to it by the City for obligations incurred under this Agreement within 30 days after receipt. If the bills are not paid on time, the City may halt all Plat development work and construction, until all bills are paid in full. Bills not paid within 30 days will accrue interest at the rate of 10% per year.

16. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City, at its option, may perform the work and the City may then draw down the security established in Paragraph 12 to pay for any work undertaken, provided the Developer is first given notice of the work in default, not less than seven days in advance. This notice provision does not apply if the work performed by the City or its contractors is of an emergency nature, as determined at the sole discretion of the City. Should such emergency work be required, the City will make all reasonable efforts to notify the Developer as soon as possible. When the City does any such work, the City, in addition to its other remedies, may assess the cost in whole or in part pursuant to any applicable statutes or ordinances, and, subject to the provisions of Section 17, paragraph K., the Developer hereby waives any and all objection and right to appeal in connection with any such assessment.

17. **Miscellaneous.**

A. The Developer represents to the City that the Plat complies with all City, County, metropolitan, state, and federal laws and regulations, including but not limited to Subdivision Ordinances, Zoning Ordinances, and environmental regulations except where specifically excluded by this Agreement. If the City receives notice from any governmental agency that the Plat does not comply, the City, at its option, may refuse to allow construction or development work in the Plat until the Developer does comply. Upon the City's demand, the Developer will cease work until there is compliance;

B. Third parties will have no recourse against the City under this Agreement;

C. Breach of any of the terms of this Agreement by the Developer will be grounds for denial or revocation of building permits;

D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision will not affect the validity of the remaining portion of this Agreement;

E. If building permits are issued prior to the completion and acceptance of the Improvements, the Developer will assume all liability for costs resulting in any delay in completion of the Improvements and for damage to any Improvements caused by the Developer, its contractors, subcontractors, materialmen, employees, or agents. No one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface, unless a specific exception is approved by the City;

F. The action or inaction of the City will not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by the parties, and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement will not be a waiver or release;

G. This Agreement will run with the land, will be recorded against the title to the property, and will be binding on all parties having any right, title, or interest in the Plat or any part thereof, their heirs, successors, and assigns. After the Developer has completed the work required of it under this Agreement, at the Developer's request, the City will execute and deliver to the Developer a release or partial release(s) of this Agreement;

H. The Developer will take out and maintain until one year after the City has accepted the Improvements public liability and property damage insurance covering personal injury, including death, and any claims for property damage which may arise out of the Developer's work or the work of its subcontractors or by one directly or indirectly employed by the Developer. Limits for bodily injury and death will not be less than \$500,000.00 for one person and \$1,000,000.00 for each occurrence; limits for property damage will be not less than \$200,000.00 for each occurrence. The City will be named as an additional named insured on said policy, and the Developer will file a copy of the insurance coverage with the City prior to the City issuing further building permits;

I. A breach or default in the performance of this agreement by the Developer may be enforced by legal or equitable remedies. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and will not be a waiver of the right to exercise at any time thereafter any other right, power or remedy;

J. The Developer will pay for all local costs related to drainage improvements required to complete the construction according to the plans and conditions that are a part of this Agreement;

K. The City may specially assess up to the sum of all costs to be paid by the Developer as provided in this Agreement if any such cost is not paid as required or when due. Any such assessment will be deemed adopted on the date an appropriate resolution is adopted by the City Council. The special assessment will be paid over a one year period without deferment, together with interest at a rate set by the City. The Developer waives any and all procedural and substantive objections to any such special assessment, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the property. The Developer waives any appeal rights otherwise available pursuant to Minn. Stat. §427.081 as to such assessment provided that the amount of the special assessment may be increased to an amount greater than the sum of all such costs if any increases are the result of requests made by the Developer or property owner or are otherwise approved by the Developer or property owner in a subsequent separate written document.

L. In the event of default hereunder the Developer will reimburse the City for costs incurred in the enforcement of this Agreement, including reasonable engineering and attorney's fees.

18. **Notices.** Notices to the City will be in writing and will be either hand delivered to the City Clerk or Deputy City Clerk or mailed to the City by registered mail at the following address, Attention: City Clerk or Deputy City Clerk.

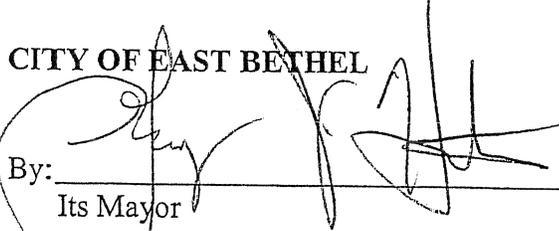
City of East Bethel  
2241 - 221<sup>st</sup> Avenue NE  
East Bethel, MN 55011

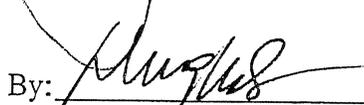
With a Copy to:  
Gerald M. Randall  
Randall, Goodrich & Fitzpatrick, P.L.C.  
2140 Fourth Avenue North  
Anoka, MN 55303

Required notices to the Developer will be in writing and will be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by registered mail at the following addresses:

Classic Construction of Cedar, Minnesota, Inc.  
Curtis A. Strandlund, President  
18542 Ulysses Street NE  
East Bethel, MN 55011

**CITY OF EAST BETHEL**

By:   
Its Mayor

By:   
Its City Clerk

**CLASSIC CONSTRUCTION OF CEDAR,  
MINNESOTA, INC.**

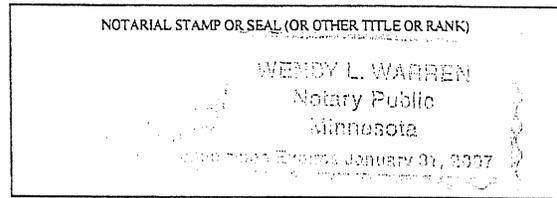
By:   
Curtis A. Strandlund, President



STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF ANOKA )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 2006, by Greg Hunter and Doug Sell, the Mayor and City Clerk/ Administrator of the City of East Bethel, a Minnesota municipal corporation, on behalf of the City and pursuant to the authority of the City Council.

Wendy L. Warren  
Notary Public





# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

May 2, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 7.0 B.1

\*\*\*\*\*

**Agenda Item:**

Amendment No. 1 to the Metropolitan Council Agreement

\*\*\*\*\*

**Requested Action:**

Consider approval of Amendment No. 1 to the Metropolitan Council Construction Cooperation and Cost Share Agreement

\*\*\*\*\*

**Background Information:**

November 12, 2010 the City entered into a Construction Cooperation and Cost Share Agreement with Metropolitan Council to construct the Phase 1 Project 1 Utilities. The Agreement identifies the cost share between the Metropolitan Council and the City for the project. The estimated cost for the Metropolitan Council identified in the original Agreement was \$8,100,000. The attached Amendment No. 1 revises the total estimated cost share for Metropolitan Council to \$8,700,000 based on the actual construction bid.

**Attachment(s):**

1. Amendment No. 1 to the Metropolitan Council Construction Cooperation and Cost Share Agreement

\*\*\*\*\*

**Fiscal Impact:**

The costs discussed above are the responsibility of the Metropolitan Council.

\*\*\*\*\*

**Recommendation(s):**

Staff recommends Council approve Amendment No. 1 to the Metropolitan Council Construction Cooperation and Cost Share Agreement.

\*\*\*\*\*

**City Council Action**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**AMENDMENT NO. 1**

**TO THE CONSTRUCTION COOPERATION AND  
COST SHARING AGREEMENT**

**BETWEEN**

**CITY OF EAST BETHEL AND METROPOLITAN COUNCIL**

The Amendment No. 1 to Construction Cooperation Agreement (“Amendment No. 1”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2012, by and between the City of East Bethel, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as “East Bethel”), and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (hereinafter referred to as “Council”).

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

**RECITALS**

1. East Bethel and Council have entered into a Construction Cooperation and Cost Sharing Agreement (“Agreement”) dated November 12, 2010, in which East Bethel has agreed to construct a project indentified and described in the Agreement as the Council Project (hereinafter referred to as “Council Project”).
2. The parties have now determined that it is in their mutual best interests to amend the Agreement.

**AGREEMENT**

**NOW, THEREFORE**, for mutual valuable consideration, the sufficiency of which has been agreed to by parties, the Council and East Bethel agree to amend the Agreement as follows:

1. Delete Article 6.01 of the original Agreement and substitute therefore the following new Section 6.01:
  - 6.01 The estimated total cost for the Council Project as shown in greater detail on **Exhibit B** is Eight Million Seven Hundred Thousand and 00/100 Dollars (\$8,700,000.00), which total cost includes all costs for design, land acquisition and construction, including professional services but, as provided in this Article VI, Section 6.07 below, excluding legal services other than legal services associated with acquisition of property rights as

provided in Article VIII, Section 8.02, , City administrative costs and other City staff costs.

- 2. Delete the existing Exhibit B from the original Agreement and substitute the Exhibit B attached to this Amendment No. 1.

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

**METROPOLITAN COUNCIL**

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

Title: Regional Administrator

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

Approved as to form:

**CITY OF EAST BETHEL**

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

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

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

\_\_\_\_\_  
City Attorney

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

Interceptor Sewer Facilities	
Viking Blvd/STH 65 Segments	\$6,340,000
Plant Influent/Storage Segment	1,110,000
Treated Water Pipeline	<u>1,250,000</u>
Total Estimated Cost	<u>\$8,700,000</u>

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



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

May 2, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 7.0 B.2

\*\*\*\*\*

**Agenda Item:**

Color Selection for Water Tower No. 1

\*\*\*\*\*

**Requested Action:**

Select Water Tower Color and Logo Colors

\*\*\*\*\*

**Background Information:**

Per the project specifications the base color of the water tower and the logo colors are chosen by the City from the contractor's standard color chart. The City logo will be painted on two sides of the water tower. The contractors color chart and City log are attached.

The color selected should be on that would provide an appropriate background for a City Logo and/or other insignias, symbols or depictions as approved by City Council.

**Attachments:**

1. City Logo
2. Photo Rendering
3. Color Chart

\*\*\*\*\*

**Fiscal Impact:**

Color selection is included in the contractors bid price.

\*\*\*\*\*

**Recommendation(s):**

Staff recommends Council select the primary color for the water tower and the colors for the City logo.

\*\*\*\*\*

**City Council Action**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

May 2, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 7.0 E.1

\*\*\*\*\*

**Agenda Item:**

Castle Towers Wastewater Treatment Facility Corrective Action Plan

\*\*\*\*\*

**Requested Action:**

Review draft Corrective Action Plan

\*\*\*\*\*

**Background Information:**

As discussed at the April 18, 2012 Council meeting, the City has been issued a Notice of Violation (NOV) by the Minnesota Pollution Control Agency (MPCA) for the Castle Towers Wastewater Treatment Facility. The NOV is in regards to the solids drying beds.

The drying beds consist of 4 bunkers with wood dividing walls. Each bunker is lined with an impervious material and each has an under drain system. Concentrated solids, that settle to the bottom of the treatment tank, are discharged to the drying beds. The liquid is decanted and returned to the treatment plant. The solids are removed from the beds and stored in the outside bunker until they are eventually disposed of offsite. Portions of the bed walls and liners need to be replaced or repaired. The NOV indicates that the City must have a plan by May 4, 2012 and must implement the plan by July 4, 2012.

A draft Corrective Action Plan is attached for your review and comment. In general the plan includes the following repairs and tasks:

1. Abandoned bed No. 1 – All sludge will be removed from bed No. 1. The splitter ball valve will be removed and a blind flange will be installed.
2. All vegetation will be removed from beds No. 2, 3 and 4.
3. A 2 x 8 treated wood cap will be installed on the top of all dike and divider sections.
4. The vertical plywood on the dike and divider sections will be inspected. Any damaged plywood will be replaced.
5. It is not anticipated that the PVC liner on the bottom of the beds has any damage and still functions as designed. The liner will be visually inspected in four locations in beds No. 2, 3 and 4.

**Attachment(s):**

1. Draft Corrective Action Plan

\*\*\*\*\*

**Fiscal Impact:**

Staff estimates that the repairs to the sludge drying beds will be approximately \$2,000.

\*\*\*\*\*

**Recommendation(s):**

Staff recommends that Council approve the draft Corrective Action Plan and further authorizes staff to submit the plan to the Minnesota Pollution Control Agency for approval.

\*\*\*\*\*

**City Council Action**

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

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

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

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

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

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

April 26, 2012

Eric Pederson, Pollution Control Specialist  
Minnesota Pollution Control Agency  
520 Lafayette Road North  
St. Paul, MN 55155-4194

RE: Castle Towers WWTF, MN 0042196  
Corrective Action Plan

Dear Mr. Pederson:

This Corrective Action Plan is being submitted to resolve the Notice of Violation issued to the City of East Bethel on the above referenced facility on April 4, 2012. As we discussed, the City is currently in the design phase of a joint project with Metropolitan Council Environmental Services (MCES). The project includes a forcemain that will pump the sanitary wastewater, that is currently treated at the Castle Towers WWTF to the MCES system. This project will allow the Castle Towers WWTF to be decommissioned. The forcemain is anticipated to be in operation by October of 2013.

The proposed corrective actions are summarized on the attached two plan sheets. The following repairs and tasks are proposed:

1. Abandoned bed No. 1 – All sludge will be removed from bed No. 1. The splitter ball valve will be removed and a blind flange will be installed.
2. All vegetation will be removed from beds No. 2, 3 and 4.
3. A 2 x 8 treated wood cap will be installed on the top of all dike and divider sections.
4. The vertical plywood on the dike and divider sections will be inspected. Any damaged plywood will be replaced.
5. It is not anticipated that the PVC liner on the bottom of the beds has any damage and still functions as designed. The liner will be visually inspected in four locations in beds No. 2, 3 and 4.

The City is requesting approval of this Corrective Action Plan. All work will be completed on or before July 4, 2012.

If you have any questions or need additional information please call me at 763-852-0485.

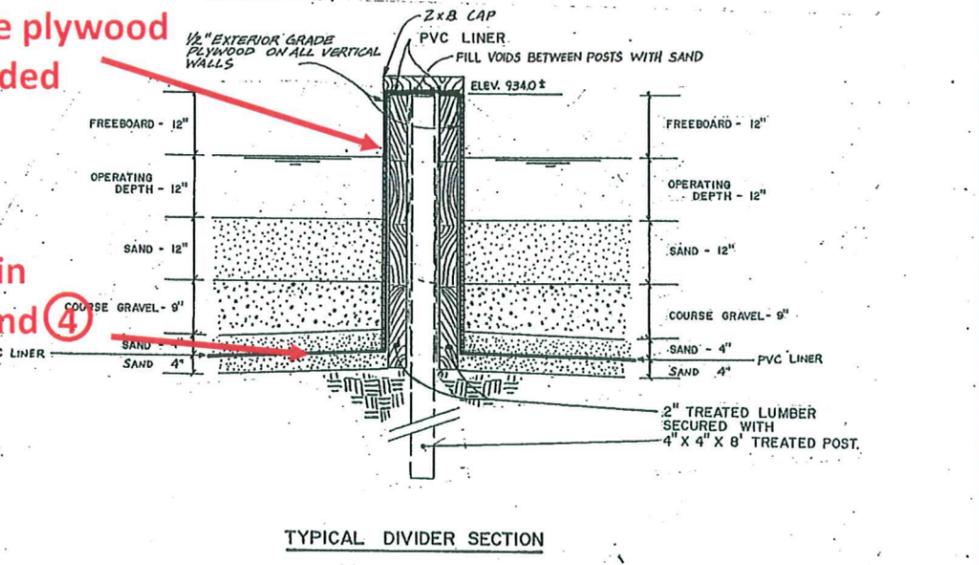
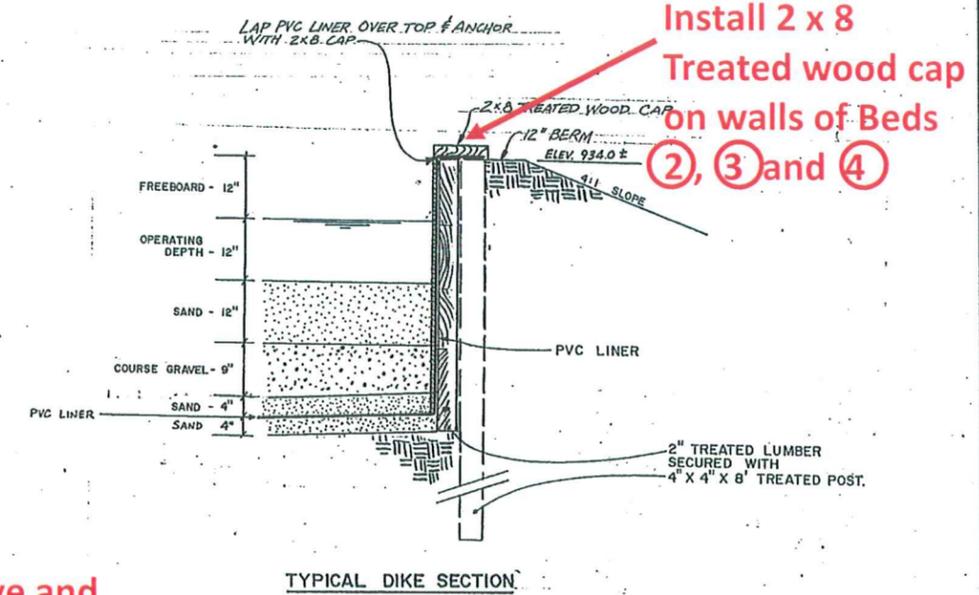
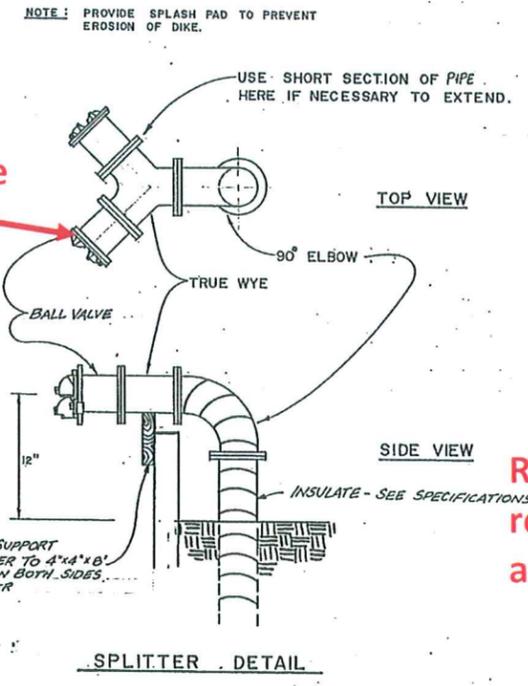
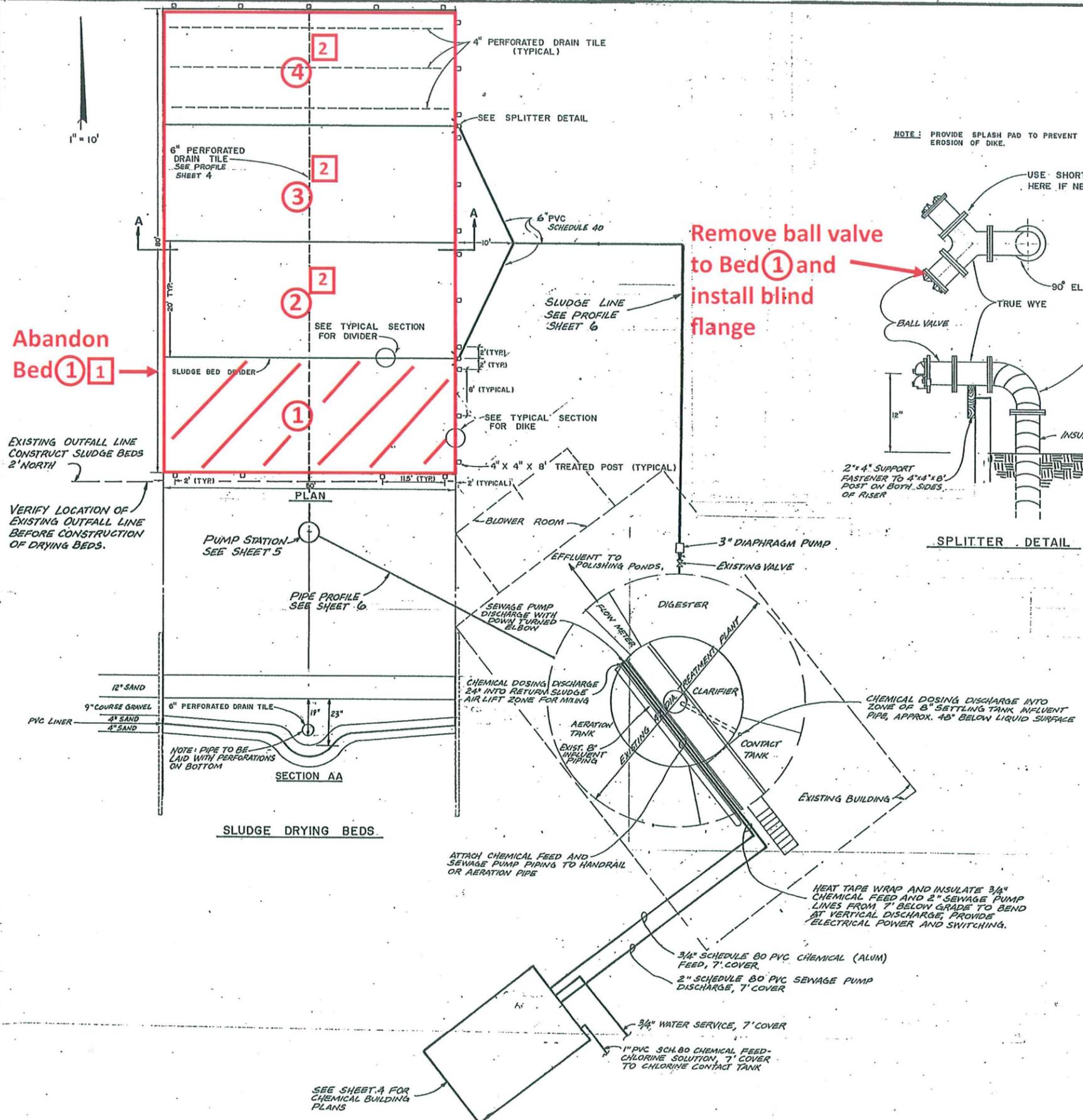
Sincerely,  
Hakanson Anderson

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Craig J. Jochum, City Engineer

cc: Jack Davis, City Administrator  
Nate Ayshford, Public Works Manager





Remove and replace plywood as needed

Inspect liner in Beds 2, 3 and 4

Remove ball valve to Bed 1 and install blind flange

Abandon Bed 1

Install 2 x 8 Treated wood cap on walls of Beds 2, 3 and 4

Reference Notes:

- 1 Abandon Bed 1. Remove all sludge and ball valve on splitter pipe. Install a blind flange on the pipe.
- 2 Remove all vegetation from Beds 2, 3 and 4.

DATE	DESCRIPTION
7/1/87	Dwg

SLUDGE DRYING BEDS.

CASTLE TOWERS MOBILE HOME PARK  
WASTEWATER TREATMENT SYSTEM IMPROVEMENTS

**SHEET 2**

FILE: 215-022



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

May 2, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 7.0 F.1

\*\*\*\*\*

**Agenda Item:**

DNR Matching Fire Fighting Grant

\*\*\*\*\*

**Requested Action:**

Consider approving submission of a DNR Matching Fire Fighting Grant

\*\*\*\*\*

**Background Information:**

The Minnesota Department of Natural Resources has opened the application period for matching Fire Department Grants through June 1, 2012. This Grant Program has been designed to assist Fire Departments with the purchase of equipment through a 50% matching formula. The Fire Department would like approval to submit a proposal for Wildland (Grass Fires) Fire Fighting Equipment. This equipment will include coveralls, helmets and water cans (or spray cans). The total estimated cost for this equipment will be \$7,500. The 50% City match will be \$3,750. This amount will be paid from the Fire Department Operating Budget; item 214 (clothing and Personal Equipment) and item 231 (small tools and minor equipment) in the FY 2013 Budget.

\*\*\*\*\*

**Fiscal Impact:**

The matching funds required for this proposal is 50% of the total cost, estimated at \$7,500. The City match is \$3,750.

\*\*\*\*\*

**Recommendation(s):**

Staff recommends consideration for direction to the Fire Chief to prepare and submit a DNR Matching Fire Fighting Grant application by June 1, 2012.

\*\*\*\*\*

**City Council Action**

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

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

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

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

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



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

May 2, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 7.0 F.2

\*\*\*\*\*

**Agenda Item:**

Update on Shared Services Fire Committee (Bethel, Nowthen, Oak Grove, Ramsey and St. Francis)

\*\*\*\*\*

**Requested Action:**

Informational Only

\*\*\*\*\*

**Background Information:**

The Fire Chief will report on the discussions between some our neighboring Cities in their talks to form a Fire Protection District. The Cities; Bethel, Nowthen, Oak Grove and St. Francis have been in talks about a Fire District for the past four months. At this point no agreement to form the District has been made, however an agreement to proceed and look at cost has been made at the committee level.

\*\*\*\*\*

**Fiscal Impact:**

N/A

\*\*\*\*\*

**Recommendation(s):**

N/A

\*\*\*\*\*

**City Council Action**

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

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

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

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

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



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

May 2, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 7.0 G.1

\*\*\*\*\*

**Agenda Item:**

Ordinance 35, Second Series, Chapter 18, Article IV, Regulating the Sale of Tobacco

\*\*\*\*\*

**Requested Action:**

Consider amending Chapter 18, Article IV, Regulating the Sale of Tobacco Ordinance 35, Second Series

\*\*\*\*\*

**Background Information:**

This proposed Ordinance amendment would amend Sections 18-180 and 18-181 of the Code of Ordinances of the City of East Bethel as submitted in the attachments and remain consistent with Council directives as to the administration of penalties and fines under the ordinance. There may be additional corrections recommended by the City Attorney. These will be forwarded to you as they are received.

**Attachment(s):**

Attachment #1-- Proposed Amendment to Chapter 18, Article IV, Section 18-180 and 18-181 of the City Code Chapter 18.

Attachment #2-- Redline Version of Proposed Amendment to Chapter 18, Article IV, Section 18-180 and 18-181 of the City Code Chapter 18

\*\*\*\*\*

**Fiscal Impact:**

None at this time

\*\*\*\*\*

**Recommendation(s):**

Staff recommends City Council consider the approval of the amendments to Chapter 18, Article IV, Section 18-180 and 18-181 of the City Code as presented in the attachments and direction to publish.

\*\*\*\*\*

**City Council Action**

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

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

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

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

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

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

**ORDINANCE NO. 35, SECOND SERIES**

**AN ORDINANCE AMENDING SECTION 18-181 OF THE CODE OF  
ORDINANCES OF THE CITY OF EAST BETHEL, AFFECTING  
ADMINISTRATIVE FINES AND PENALTIES**

The City Council of the City of East Bethel, Anoka County, Minnesota does hereby ordain as follows:

**Section 1.** Amendment. Section 18-181 of the Code of Ordinances of the City of East Bethel is hereby amended to delete the same in its entirety and substitute the following therefore:

**SEC. 18-181. PENALTIES.**

- (a) Administrative civil penalties—Licensees. If a licensee or an employee of a licensee is found to have sold tobacco to a person under the age of 18 years, the licensee shall be subject to an administrative penalty as follows:
- (1) First violation: The city shall impose a civil fine of up to \$150.00. In addition the city may suspend the license for a period up to 20 days. The city may agree with the licensee to waive up to ten days of suspension at a rate of two days for every eight hours of community service performed by the licensee's employee.
  - (2) Second violation within 24 months: The city shall impose a civil fine of up to \$300.00. In addition the city may suspend the license for a period up to 40 days. The City may agree with the licensee to waive up to ten days of suspension at a rate of two days for every eight hours of community service performed by the licensee's employee.
  - (3) Third violation within 24 months: The City shall impose a civil fine of \$400.00 and suspend the license for a minimum period of 30 days, not to exceed one year.
  - (4) If the licensee chooses to perform community service, the community service must be performed by the licensee or an employee of the licensee and must be completed within 60 days of the imposition of the community service provision.

(5) A director, governor, officer, manager, or partner of a licensee shall be considered to be an employee of the licensee for the purpose of this subsection.

(6) The penalties provided for in this subsection shall apply to individuals who are licensees and who make such a sale in addition to any penalty imposed under subsection (a) above.

(b) **Misdemeanors.** Nothing in this section shall prohibit the city from seeking prosecution as a misdemeanor for any violation of this article.

**Section 2. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Adopted by the City Council of the City of East Bethel, Minnesota, this 2nd day of May, 2012.

For the City:

---

Richard Lawrence, Mayor

ATTEST:

---

Jack Davis, City Administrator

Adopted: May 2, 2012  
Published: May 11, 2012  
Effective: May 11, 2012

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION ~~18-180 and~~ 18-181 OF THE CODE  
OF ORDINANCES OF THE CITY OF EAST BETHEL, AFFECTING  
ADMINISTRATIVE FINES AND PENALTIES**

The City Council of the City of East Bethel, Anoka County, Minnesota does hereby ordain as follows:

**Section 1. Amendment.** Sections ~~18-180,~~ 18-181 of the Code of Ordinances of the City of East Bethel is hereby amended to delete the same in ~~its~~~~their~~ entirety and substitute the following therefore:

**~~SEC. 18-180. VIOLATION NOTICE; HEARING; APPEAL.~~**

- ~~(a) **Notice.** Upon discovery of a suspected violation, the alleged violator licensee shall be issued, either personally or by mail, a citation that sets forth the alleged violation and which shall inform the alleged violator licensee of his right to be heard on the accusation.~~
- ~~(b) **Hearings.** If, within ten (10) days of receiving notice, a licensee accused of violating this article so requests, a hearing shall be scheduled, the time and place of which shall be provided to the accused violator.~~
- ~~(c) **Hearing officer.** The City Council or an appointed board, commission or representative shall serve as the hearing officer.~~
- ~~(d) **Decision.** If the hearing officer determines that a violation of this article did occur, that decision, along with the hearing officers reasons for finding a violation and the penalty to be imposed under Section 18-181, shall be recorded in writing, a copy of which shall be provided to the accused licensee. Likewise, if the hearing officer finds that no violation occurred or finds grounds for not imposing any penalty, such finds shall be recorded and a copy provided to the acquitted accused licensee.~~
- ~~(e) **Appeals.** Appeals of any decision made of the hearing officer shall be pursued in the Minnesota Court of Appeals by Writ of Certiorari.~~

~~(f) **Misdemeanor prosecution.** Nothing in this section shall prohibit the City from seeking prosecution as a misdemeanor for an alleged violation of this article.~~

~~(g) **Continued violation.** Each violation, or illegal sale, shall constitute a separate offense.~~

## SEC. 18-181. PENALTIES.

(a) **Administrative civil penalties—Licensees.** If a licensee or an employee of a licensee is found to have sold tobacco to a person under the age of 18 years, the licensee shall be subject to an administrative penalty as follows:

(1) **First violation:** The city shall impose a civil fine of up to \$150.00. In addition the city may suspend the license for a period up to 20 days. The city may agree with the licensee to waive up to ten days of suspension at a rate of two days for every eight hours of community service performed by the licensee's employee.

(2) **Second violation within 24 months:** The city shall impose a civil fine of up to \$300.00. In addition the city may suspend the license for a period up to 40 days. The City may agree with the licensee to waive up to ten days of suspension at a rate of two days for every eight hours of community service performed by the licensee's employee.

(3) **Third violation within 24 months:** The City shall impose a civil fine of \$400.00 and suspend the license for a minimum period of 30 days, not to exceed one year.

(4) If the licensee chooses to perform community service, the community service must be performed by the licensee or an employee of the licensee and must be completed within 60 days of the imposition of the community service provision.

(5) A director, governor, officer, manager, or partner of a licensee shall be considered to be an employee of the licensee for the purpose of this subsection.

(6) The penalties provided for in this subsection shall apply to individuals who are licensees and who make such a sale in addition to any penalty imposed under subsection (a) above.

(b) **Misdemeanors.** Nothing in this section shall prohibit the city from seeking prosecution as a misdemeanor for any violation of this article.

**Section 2. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Adopted by the City Council for the City of East Bethel this \_\_\_\_\_ day of  
| ~~May~~February 2012.

---

Richard Lawrence

ATTEST:

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Jack Davis, City Administrator



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

May 2, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 7.0 G.2

\*\*\*\*\*

**Agenda Item:**

Ordinance 37, Second Series, Amending Chapter 6, Alcoholic Beverages

\*\*\*\*\*

**Requested Action:**

Consider adopting Ordinance 37, Second Series, Chapter 6, Alcoholic Beverages

\*\*\*\*\*

**Background Information:**

This proposed Ordinance amendment would amend Section 6-93 of the Code of Ordinances of the City of East Bethel as submitted in the attachments and remain consistent with Council directives.

**Attachment(s):**

1. Ordinance 37, Second Series, An Ordinance Amending Section 6-93 of the Code of Ordiannces of the City of East Bethel, Affecting Administrative Fines and Penalties and direction to publish.
2. Redline of Ordinance.

\*\*\*\*\*

**Fiscal Impact:**

N/A

\*\*\*\*\*

**Recommendation(s):**

Consider adoption of Ordinance 37, Second Series, An Ordinance Amending Section 6-93 of the Code of Ordiannces of the City of East Bethel, Affecting Administrative Fines and Penalties and direction to publish.

\*\*\*\*\*

**City Council Action**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**ORDINANCE NO. 37, SECOND SERIES**

**AN ORDINANCE AMENDING SECTION 6-93 OF THE CODE OF  
ORDINANCES OF THE CITY OF EAST BETHEL, AFFECTING  
ADMINISTRATIVE FINES AND PENALTIES**

The City Council of the City of East Bethel, Anoka County, Minnesota does hereby ordain as follows:

**Section 1. Amendment.** Sections 6-93 and 6-94 of the Code of Ordinances of the City of East Bethel is hereby amended to delete the same in their entirety and substitute the following therefore:

**SEC. 6-93. RESPONSIBILITY.**

- (a) **Actions of clerks, bartenders, and employees of licensees.** All licensees shall be responsible for the actions of their clerks, bartenders, and employees in regard to the sale of alcoholic beverages on the licensed premises. For the purposes of this article, the sale of such an item by any clerk, bartender, or employee shall be considered a sale by the licensee. Any director, governor, officer, manager or partners of a licensee shall be considered to be an employee of the licensee.
  
- (b) **Violations and penalties.** Notwithstanding the provisions of subsection (a) of this section any licensee involved in an alcohol compliance check violation or determined to have violated this article will be liable to pay an administrative penalty in addition to any penalty or license suspension or revocation imposed. The following penalty schedule is hereby adopted:
  - (1) A first violation will result in an administrative penalty of up to \$500.00 to the licensee. The penalty assessed to the licensee will be waived if the licensee was not the individual clerk, bartender, or employee involved directly in the violation and if the licensee can provide proof within 14 days of the date of the violation that the clerk, bartender or employee involved had attended RBS (responsible beverage service) staff training approved by the city prior to the alleged offense.
  
  - (2) A second violation within 24 months of a prior violation will result in an administrative penalty of up to \$1,000.00 to any licensee previously cited for a violation of this article within the prior 24-month period. If the clerk, bartender, or employee cited in the case of such a subsequent violation has not been previously cited in the prior 24-month period, the

administrative penalty of the licensee may be reduced to \$500.00 if the licensee can provide proof that its employees have attended staff ID training approved by the city within 14 days of the date of the violation. Failure to comply with these mandates may result in suspension or revocation of any license issued by the city.

- (3) Three or more violations within a 24-month period will result in a \$2,000.00 administrative penalty to any licensee previously cited for a violation of this article within the prior 24-month period. If the clerk, bartender, or employee cited in such a case of two prior violations has not been previously cited in the prior 24-month period, the administrative penalty of the licensee will be reduced to \$1,000.00 if the licensee can provide proof that its employees have attended staff ID training approved by the city within 14 days of the date of the violation. Failure to comply with these mandates may result in suspension or revocation of any license issued by the city.
- (4) Four or more violations within a 24-month period within a licensed establishment will result in a \$5,000.00 administrative penalty to the licensee. The licensee will also be required to provide proof that all of its employees serving or selling alcohol have attended staff ID training approved by the city within 14 days of the date of the violation. Failure to comply with these mandates may result in suspension or revocation of any license issued by the city.
- (5) All administrative fees imposed by this article are deemed payable within 20 days of the date of citation or not later than 20 days after the date of any written decision determining that a violation has occurred, after all appeals. Failure to pay any administrative fee imposed within the time limits set herein may result in a license suspension or revocation.

(c) ***Community Service.*** In addition to the above penalties, any licensee, who violates this article shall be required to serve up to eight hours of community service for a first offense, 20 hours of community service in the case of a second offense, 40 hours of community service in the case of a third offense, and 80 hours of community service in the case of a fourth offense.

A community service penalty imposed upon a licensee that is not a natural person must be performed by a managerial employee of the licensee and must be completed before the next renewal of the licensee's license to sell non-intoxicating or intoxicating alcoholic beverages in the city.

**Section 2. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Adopted by the City Council of the City of East Bethel, Minnesota, this 2<sup>nd</sup> day of May, 2012.

For the City:

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Richard Lawrence, Mayor

ATTEST:

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Jack Davis, City Administrator

Adopted:	May 2, 2012
Published:	May 11, 2012
Effective:	May 11, 2012

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 6-93 OF THE CODE OF  
ORDINANCES OF THE CITY OF EAST BETHEL, AFFECTING  
ADMINISTRATIVE FINES AND PENALTIES**

The City Council of the City of East Bethel, Anoka County, Minnesota does hereby ordain as follows:

**Section 1. Amendment.** Sections 6-93 and 6-94 of the Code of Ordinances of the City of East Bethel is hereby amended to delete the same in their entirety and substitute the following therefore:

**SEC. 6-93. RESPONSIBILITY.**

- (a) ***Actions of clerks, bartenders, and employees of licensees.*** All licensees shall be responsible for the actions of their clerks, bartenders, and employees in regard to the sale of alcoholic beverages on the licensed premises. For the purposes of this article, the sale of such an item by any clerk, bartender, or employee shall be considered a sale by the licensee. Any director, governor, officer, manager or partners of a licensee shall be considered to be an employee of the licensee.
- (b) ***Violations and penalties.*** Notwithstanding the provisions of subsection (a) of this section any licensee involved in an alcohol compliance check violation or determined to have violated this article will be liable to pay an administrative penalty in addition to any penalty or license suspension or revocation imposed. The following penalty schedule is hereby adopted:

- (1) A first violation will result in an ~~\$500.00~~ administrative penalty of up to \$500.00 to the licensee. The penalty assessed to the licensee will be waived if the licensee was not the individual clerk, bartender, or employee involved directly in the violation and if the licensee can provide proof within 14 days of the date of the violation that the clerk, bartender or employee involved had attended RBS (responsible beverage service) staff training approved by the city prior to the alleged offense.
- (2) A second violation within 24 months of a prior violation will result in an ~~\$1,000.00~~ administrative penalty of up to \$1,000.00 to any licensee

previously cited for a violation of this article within the prior 24-month period. If the clerk, bartender, or employee cited in the case of such a subsequent violation has not been previously cited in the prior 24-month period, the administrative penalty of the licensee ~~may~~ will be reduced to \$500.00 if the licensee can provide proof that its employees have attended staff ID training approved by the city within 14 days of the date of the violation. Failure to comply with these mandates may result in suspension or revocation of any license issued by the city.

- (3) Three or more violations within a 24-month period will result in a \$2,000.00 administrative penalty to any licensee previously cited for a violation of this article within the prior 24-month period. If the clerk, bartender, or employee cited in such a case of two prior violations has not been previously cited in the prior 24-month period, the administrative penalty of the licensee will be reduced to \$1,000.00 if the licensee can provide proof that its employees have attended staff ID training approved by the city within 14 days of the date of the violation. Failure to comply with these mandates may result in suspension or revocation of any license issued by the city.
- (4) Four or more violations within a 24-month period within a licensed establishment will result in a \$5,000.00 administrative penalty to the licensee. The licensee will also be required to provide proof that all of its employees serving or selling alcohol have attended staff ID training approved by the city within 14 days of the date of the violation. Failure to comply with these mandates may result in suspension or revocation of any license issued by the city.
- (5) All administrative fees imposed by this article are deemed payable within 20 days of the date of citation or not later than 20 days after the date of any written decision determining that a violation has occurred, after all appeals. Failure to pay any administrative fee imposed within the time limits set herein may result in a license suspension or revocation.

(c) **Community Service.** In addition to the above penalties, any licensee, who violates this article shall be required to serve ~~up to~~ eight hours of community service for a first offense, 20 hours of community service in the case of a second offense, 40 hours of community service in the case of a third offense, and 80 hours of community service in the case of a fourth offense.

A community service penalty imposed upon a licensee that is not a natural person must be performed by a managerial employee of the licensee and must be completed before the next renewal of the licensee's license to sell non-intoxicating or intoxicating alcoholic beverages in the city.

~~(d) — *Citation process, right to a hearing and appeals.* Upon discovery of a violation of this article or pursuant to an alcohol compliance check, the licensee shall be issued a citation by city law enforcement authorities. Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense. All penalties and fees imposed by this article will be payable to the city clerk treasurer. No administrative penalty may be imposed until the licensee have received written notice of the violation and the cited parties have been afforded an opportunity for a hearing. Any cited party that requests a hearing must do so in writing, detailing the party's reasons for believing he has a reasonable explanation for the alleged violation in mitigation of the administrative penalty, within ten days of the date of mailing of the written notice of violation. The cited party then will be afforded a hearing before a person authorized by the city council to conduct the hearing. A decision that a violation has occurred must be in writing and will be completed within ten days of the hearing. Appeals of any decision made of the hearing officer shall be pursued in the Minnesota Court of Appeals by Writ of Certiorari.~~

~~(e) — *Right to obtain a transcript.* If a hearing is requested, it will not be transcribed unless all financial arrangements for transcription are made in advance with a certified court reporter by the person requesting the hearing. Furthermore, any person requesting that the hearing be transcribed agrees to provide the city with a copy of the transcript at no cost to the city.~~

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**Section 2. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Adopted by the City Council for the City of East Bethel this \_\_\_\_\_ day of ~~May~~ February 2012.

\_\_\_\_\_  
Richard Lawrence

ATTEST:

\_\_\_\_\_  
Jack Davis, City Administrator



# City of East Bethel City Council Agenda Information

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**Date:**

May 2, 2012

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**Agenda Item Number:**

Item 7.0 G.3

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**Agenda Item:**

Ordinance 38, Second Series, Repealing Section 18-180 and Subpart (c) and (d) of Section 6-93 of the Code of Ordinances for the City of East Bethel

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**Requested Action:**

Consider adoption of Ordinance 38, Second Series, Repealing Section 18-180 and Subpart (c) and (d) of Section 6-93 of the Code of Ordinances for the City of East Bethel

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**Background Information:**

This proposed Ordinance repeals Section 18-180 and Subpart (c) and (d) of Section 6-93 of the Code of Ordinances for the City of East Bethel. This is recommended by the City attorney.

**Attachment(s):**

Ordinance 38, Second Series, Repealing Section 18-180 and Subpart (c) and (d) of Section 6-93 of the Code of Ordinances for the City of East Bethel

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**Fiscal Impact:**

None at this time

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**Recommendation(s):**

Staff recommends City Council consider the approval Ordinance 38, Second Series, Repealing Section 18-180 and Subpart (c) and (d) of Section 6-93 of the Code of Ordinances for the City of East Bethel and direction to publish.

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**City Council Action**

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

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

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

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

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

**ORDINANCE NO. 38, SECOND SERIES**

**AN ORDINANCE REPEALING SECTIONS 18-180 AND SUBPART (c) AND  
(d) OF SECTION 6-93 OF THE CODE OF ORDINANCES FOR THE CITY  
OF EAST BETHEL**

The City Council of the City of East Bethel, Anoka County, Minnesota does hereby ordain as follows:

**Section 1. Repeal.** Section 18-181 and subparts (c) and (d) of Section 6-93 of the Code of Ordinances of the City of East Bethel are hereby repealed.

**Section 2. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Adopted by the City Council of the City of East Bethel, Minnesota, this 2<sup>nd</sup> day of May, 2012.

For the City:

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Richard Lawrence, Mayor

ATTEST:

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Jack Davis, City Administrator

Adopted: May 2, 2012  
Published: May 11, 2012  
Effective: May 11, 2012



## **PUBLIC FORUM SIGN UP SHEET**

May 2, 2012

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

The following guidelines apply to the Public Forum:

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

<b>NAME</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>TOPIC</b>

