

# City of East Bethel

## City Council Agenda

Regular Council Meeting – 7:30 p.m.

Date: January 18, 2012



### Item

#### 1.0 Call to Order

#### 2.0 Pledge of Allegiance

#### 3.0 Adopt Agenda

#### 4.0 Public Hearing – Off Sale Liquor License

**Minnesota Corp Inc. – dba: Go For It – 3255 Viking Blvd. NE**

A. Approve Off Sale Liquor License

#### 5.0 Administrative Hearing

A. Resolution 2012-10 Blue Ribbon Pines – Alcohol Sales Violation – Licensee

B. Resolution 2012-11 Coon Lake Market – Tobacco Sales Violation – Licensee

#### 6.0 Special Order of Business – Interview Park and EDA Candidates

A. Park Commission Interview

1. Stacy Voelker

B. Economic Development Authority (EDA) Interviews

1. Dan Butler

2. Greg Hunter

C. Appoint Park Commission and EDA Member

#### 7.0 Reports

A. Sheriff's Report

#### 8.0 Public Forum

#### 9.0 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*

A. Approve Bills

B. Meeting Minutes, January 4, 2012, Regular Meeting

C. Meeting Minutes, January 4, 2012, Special Meeting

D. Approve Animal Control Contract

E. Water Treatment Plant No. 1 Materials Testing Contract

F. Approve Tobacco Licenses for Minnesota Corp Inc. dba: Go For It – 3255 Viking Blvd. NE, East Bethel, MN

G. Res. 2012-12 Supporting Funding for Anoka Champlin Meals on Wheels Program

H. Completion of Probation for Public Works Manager

#### New Business

#### 10.0 Commission, Association and Task Force Reports

A. Economic Development Authority

1. EDA By-Law Amendment
2. Res. 2012-13 Setting Meeting Dates for the EDA for 2012
- B. Planning Commission
- C. Park Commission
  1. Adopt-A-Park
- D. Road Commission
  1. Street Light Installation at Forest Road and Lincoln Drive

#### **11.0 Department Reports**

- A. Community Development
- B. Engineer
  1. Landborg Wetland Credits
  2. Cooperative Agreement Grant
  3. Pay Est. #8, S.R. Weidema, Project 1, Utilities
- C. Attorney
- D. Finance
- E. Public Works
- F. Fire Department
- G. City Administrator
  1. Town Hall Meeting Date
  2. Cigarette License Fee Change
  3. Appoint Anoka County – Blaine Airport Advisory Commission Member
  4. 2012 Compensation Plan

#### **12.0 Other**

- A. Council Reports
- B. Other
- C. Closed Session – Project 1, Utility Improvements Contract

#### **13.0 Adjourn**



# City of East Bethel City Council Agenda Information

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**Date:**

January 18, 2012

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**Agenda Item Number:**

Item 4.0

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**Agenda Item:**

Public Hearing – Off Sale and Liquor License for Minnesota Corp Inc. dba: Go For It and consideration of approval of licenses.

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**Requested Action:**

Conduct Public Hearing and consider approval of an Off Sale Liquor License for Minnesota Corp Inc. dba: Go For It located at 3255 Viking Blvd. NE, East Bethel, MN 55092.

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**Background Information:**

Staff is recommending that Council conduct a public hearing to take comments from the public regarding an Off Sale Liquor License for Minnesota Corp Inc. as required by East Bethel City Code, Article III, Intoxicating Liquors, Section 6-55. This was also published in the Anoka County Union.

The process should be that the Mayor opens the Public Hearing and invites members of the audience to step forward and provide comments.

When there are no additional comments, a motion to close the hearing should be offered followed by a second and a vote on the motion.

Once the hearing is closed staff is recommending Council consider approval of an Off Sale Liquor License for Minnesota Corp Inc dba: Go For It located at 3255 Viking Blvd. NE provided no reasons for denial come forth at the public hearing. All application materials and fees have been submitted for the Off Sale Liquor License. Anoka County Sheriff's Office (ACSO) is in the process of doing a background check on the owner.

License needs to be contingent on the following:

1. Background check completed and no issues found.
2. Owner shall submit application for a certificate of occupancy with the building official and schedule a final inspection one week prior to opening to the public.
3. Certificate of Liquor Liability be provided prior to issuance of the Off-Sale License.
4. Approval of State Commissioner of Public Safety

**Attachments:**

1. Off Sale Liquor License Application

2. Public Notice

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**Fiscal Impact:**

None at this time

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**Recommendation(s):**

Staff recommends conducting the public hearing to receive comments on the Off Sale Liquor License for Minnesota Corp Inc dba: Go For It. Once the public hearing is closed and there are no reasons to deny the license, staff recommends Council consider approval of an Off Sale Liquor license for Minnesota Corp Inc dba: Go For It at 3255Viking Blvd. NE, East Bethel, MN 55092.

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**City Council Action**

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

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

\_\_\_\_\_

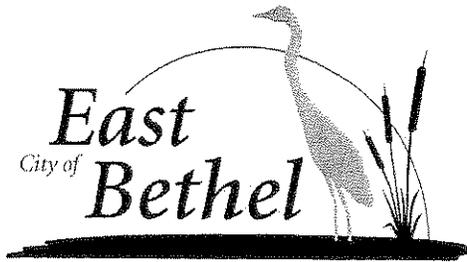
\_\_\_\_\_

\_\_\_\_\_

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

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

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



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

**NOTICE OF PUBLIC HEARING  
OFF-SALE LIQUOR LICENSE**

**NOTICE IS HEREBY GIVEN** of a public hearing to be held on Wednesday, January 18, 2012, at 7:30 P.M. at City of East Bethel City Hall, 2241 221<sup>st</sup> Avenue NE, East Bethel, MN 55011, before the East Bethel City Council as required by City Code for Minnesota Corp. Inc. dba Go For It in conjunction with an Off-Sale Liquor License for the facility located at 3255 Viking Blvd. NE, East Bethel, MN 55011. At said hearing all persons shall be heard who wish to speak for or against the proposed license.

Contact City Hall at 763-367-7840 if you have any questions about the public hearing.

Jack Davis  
City Administrator/Clerk/Treasurer

Dated: January 4, 2012  
Published: January 6 & 13, 2012, Anoka County Union



Minnesota Department of Public Safety  
**ALCOHOL AND GAMBLING ENFORCEMENT DIVISION**  
 444 Cedar St., Suite 222, St. Paul, MN 55101-5133  
 (651) 201-7507 FAX (651)297-5259 TTY(651)282-6555  
 WWW.DPS.STATE.MN.US



**APPLICATION FOR OFF SALE INTOXICATING LIQUOR LICENSE**

**No license will be approved or released until the \$20 Retailer ID Card fee is received**

Workers compensation insurance company. Name American Family Life Policy # 22X91134900000  
 Licensee's MN Sales and Use Tax ID # 2342452 To apply for a MN sales and use tax ID #, call (651) 296-6181  
 Licensee's Federal Tax ID # 45-4051934

**If a corporation, an officer shall execute this application If a partnership, a partner shall execute this application.**

Licensee Name (Individual, Corporation, Partnership, LLC) <u>MINNESOTA CORP INC</u>	Social Security # _____	Trade Name or DBA <u>GO FOR IT</u>
License Location (Street Address & Block No.) <u>3255 VIKING BLV.</u>	License Period From _____ To <u>6/30/2012</u>	Applicant's Home Phone # <u>763-639-0074</u>
City <u>EAST BETHEL</u>	County <u>ANOKA</u>	State <u>MN.</u>
Zip Code <u>55092</u>	Name of Store Manager <u>MICHAEL KING</u>	Business Phone Number _____
DOB (Individual Applicant) _____		

**If a corporation or LLC state name, date of birth, Social Security # address, title, and shares held by each officer. If a partnership, state names, address and date of birth of each partner.**

Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code

- If a corporation, date of incorporation 12/13/2011, state incorporated in MN., amount paid in capital \$165.00. If a subsidiary of any other corporation, so state \_\_\_\_\_ and give purpose of corporation \_\_\_\_\_. If incorporated under the laws of another state, is corporation authorized to do business in the state of Minnesota?  Yes  No
- Describe premises to which license applies; such as (first floor, second floor, basement, etc.) or if entire building, so state.  
ENTIRE BUILDING
- Is establishment located near any state university, state hospital, training school, reformatory or prison?  Yes  No If yes state approximate distance. \_\_\_\_\_
- Name and address of building owner: MICHAEL KING, MINNESOTA CORP. INC D.B.A GO FOR IT  
3824 CHASE AVE, ANOKA, MN. 55303  
Has owner of building any connection, directly or indirectly, with applicant?  Yes  No
- Is applicant or any of the associates in this application, a member of the governing body of the municipality in which this license is to be issued?  Yes  No If yes, in what capacity? \_\_\_\_\_
- State whether any person other than applicants has any right, title or interest in the furniture, fixtures or equipment for which license is applied and if so, give name and details. N/A
- Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the state of Minnesota?  
 Yes  No If yes, give name and address of establishment. GO FOR IT GAS, GLENCOE

8. Are the premises now occupied or to be occupied by the applicant entirely separate and exclusive from any other business establishment?  Yes  No
9. State whether applicant has or will be granted, an On sale Liquor License in conjunction with this Off Sale Liquor License and for the same premises.  Yes  No  Will be granted
10. State whether applicant has or will be granted a Sunday On Sale Liquor License in conjunction with the regular On Sale Liquor License.  Yes  No  Will be granted
11. If this application is for a County Board Off Sale License, state the distance in miles to the nearest municipality. \_\_\_\_\_
12. State Number of Employees \_\_\_\_\_
13. If this license is being issued by a County Board, has a public hearing been held as per MN Statute 340A.405 sub2(d)? \_\_\_\_\_
14. If this license is being issued by a County Board, is it located in an organized township? **If so, attach township approval.**

1. State whether applicant or any of the associates in this application, have ever had an application for a liquor license rejected by any municipality or state authority; if so, give dates and details. \_\_\_\_\_  
*N/A*
2. Has the applicant or any of the associates in this application, during the five years immediately preceding this application ever had a license under the Minnesota Liquor Control Act revoked for any violation of such laws or local ordinances; if so, give dates and details. \_\_\_\_\_  
*N/A*
3. Has applicant, partners, officers, or employees ever had any liquor law violations or felony convictions in Minnesota or elsewhere, including State Liquor Control penalties?  Yes  No If yes, give dates, charges and final outcome. \_\_\_\_\_
4. During the past license year, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802.  Yes  No If yes, attach a copy of the summons.

This licensee must have one of the following:

(ATTACH CERTIFICATE OF INSURANCE TO THIS FORM.)

Check one

- A. Liquor Liability Insurance (Dram Shop) - \$50,000 per person, \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support.
- or
- B. A surety bond from a surety company with minimum coverage as specified in A.
- or
- C. A certificate from the State Treasurer that the licensee has deposited with the state, trust funds having market value of \$100,000 or \$100,000 in cash or securities.

I certify that I have read the above questions and that the answers are true and correct of my own knowledge.

Print name of applicant & title <b>MICHAEL KING PRESIDENT</b>	Signature of Applicant <i>Michael King</i>	Date <b>12/19/11</b>
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**REPORT BY POLICE/SHERIFF'S DEPARTMENT**

This is to certify that the applicant and the associates named herein have not been convicted within the past five years for any violation of laws of the State of Minnesota or municipal ordinances relating to intoxicating liquor except as follows:

Police/Sheriff's Department	Title	Signature
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PS 9136-(2009)

County Attorney's Signature

**IMPORTANT NOTICE**

All retail liquor licensees must register with the Alcohol, Tobacco Tax and Trade Bureau.  
For information call (513) 684-2979 or 1-800-937-8864



**Application for Off Sale Liquor License**  
**City of East Bethel**  
2241 221<sup>st</sup> Avenue NE, East Bethel, MN 55011  
Phone 763-367-7840

I, MICHAEL KING, as \_\_\_\_\_, as \_\_\_\_\_  
\_\_\_\_\_  
(Name of Person Executing Application) (Individual, Owner, Officer or Partner)

for and on behalf of \_\_\_\_\_ hereby submit this application, in accordance with the provisions of the East Bethel City Code Chapter 6, for a license to sell off sale intoxicating beverage at retail for the license period from \_\_\_\_\_ to \_\_\_\_\_ as follows:

Business Mailing Address: 3824 CHASE AVE, ANOKA, MN, 55303

Description of Licensed Premise (be specific): \_\_\_\_\_

Emergency or Cell Phone Number: 763-639-0074

- 1. Annual License      a)    Off Sale
- 2. Applicant is (check one):    Individual Owner      \_\_\_\_\_  
   Partnership              \_\_\_\_\_  
   Corporation                
   Other Organization      \_\_\_\_\_

State the name of the business if it is to be conducted under a designation, name or style other than the full name of the applicant: \_\_\_\_\_

3. Address of premises to be licensed: 3255 VIKING BLV. EAST BETHEL, MN, 55092

4. Phone number of premises to be licensed: \_\_\_\_\_

5. Minnesota business identification number: 2342452

6. If applicant is a corporation, answer the following:

- a) State in which incorporated: MN. If incorporated under the laws of a state other than Minnesota, is corporation authorized to do business in Minnesota? YES Number of certificate of authority: \_\_\_\_\_
- b) Is this corporation a subsidiary of any other corporation? No. If YES, state the name and address of parent corporation:
- \_\_\_\_\_
- \_\_\_\_\_

8. If applicant is another organization, answer the following: The organization is a bona fide club, where the serving of 3.2 malt beverage is incidental and not the major purpose of the club, and is an organization for (check one):

- Social/Business  Promotion of Sports  Intellectual Improvement
- Other - explain
- \_\_\_\_\_
- \_\_\_\_\_

9. The person executing this application (and all individuals in a partnership) answer the following (attach additional sheets if necessary):

- a) True Name (first-middle-last): MICHAEL KING
- b) Residence Address: 3824 CHASE AVE, ANOKA, MN, 55303
- c) Phone No. 763-639-0074 d) Social Security No. 1 \_\_\_\_\_ 6
- e) Date of Birth: \_\_\_\_\_ f) Place of Birth (city-state): PUNJAB (INDIA)
- g) Are you a citizen of the United States? YES. If naturalized, state date and place of naturalization: MN, 06/21/2006 ARDEN HILLS MN.
- h) Have you ever been convicted of any crime other than a traffic offense?  
 Yes  No If yes, explain \_\_\_\_\_
- \_\_\_\_\_

10. Attach a copy of a certificate showing you have minimum insurance coverage as required by East Bethel City Code and the State of Minnesota.

11. Provide the following related to workers' compensation insurance, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name (Not the agent): \_\_\_\_\_

Policy Number or Self-Insurance Permit Number: \_\_\_\_\_

Dates of Coverage: \_\_\_\_\_

OR

I am not required to have worker's compensation liability coverage because:

I have no employees covered by the law

Other (specify)

\_\_\_\_\_

12. Does any manufacturer or wholesaler of 3.2 malt beverage or other liquor have any ownership, in whole or part, in the business of the applicant? Yes \_\_\_ No . If YES, explain:

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13. Applicant, and his associates in this application will strictly comply with all the laws of the State of Minnesota governing the taxation and the sale of 3.2 Malt Beverage and the East Bethel City Code, and I hereby certify that I have read the foregoing questions and that the answers to said questions are true of my own knowledge.

14. As the person executing this application for this license, I acknowledge that an investigation will be conducted for use in determining my qualifications. I hereby expressly authorize release of any and all information which any organization, company or person may have, including information of a confidential or privileged nature. I hereby release the City and any organization, company or person furnishing information to the City, as expressly authorized above, from any liability for damage that may result from furnishing the information requested.

\*\*The information requested on this form will be used by the City of East Bethel in the issuance of your license. The information that you supply on this form will become public information when received by the City of East Bethel. Under Minnesota law (M.S. §270.72), the City may be required to provide the business tax identification number and social security number of each applicant to the Minnesota Commissioner of Revenue.

Signature: Michael King

Printed Name: MICHAEL KING

Title: PRESIDENT

Date: 12/19/11



# City of East Bethel City Council Agenda Information

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**Date:**

January 18, 2012

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**Agenda Item Number:**

Item 5.0 A

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**Agenda Item:**

Administrative Hearing and Resolution 2012-10 Blue Ribbon Pines - Alcohol Sales Violation - Licensee

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**Requested Action:**

Consider conducting hearing and then discuss and possible adoption of Resolution 2012-10 Determining Findings of Fact and Administrative Penalties for the Licensee Pursuant to City Code Article IV, Section 6-93 Relative to Blue Ribbons Pines, 1901 Klondike Drive NE

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**Background Information:**

On August 31, 2011, the Anoka County Sheriff's Office conducted a compliance inspection pursuant to City Code, Section 6-94. It is alleged that Mr. Richard Jordan sold alcoholic beverages to an individuals under the age of 21 in violation of City Code, Section 6-91, (1).

Under City Code, Section 6-93, the City is permitted to impose certain sanctions.

(1) A first violation will result in a \$500.00 administrative penalty to the licensee and a \$250.00 administrative penalty to the individual clerk, bartender, or employee involved in the violation. 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.

This is the first violation for this licensed establishment.

**Attachment(s):**

1. Resolution 2012-10 Findings, Conclusions and Imposition of Penalties
2. Sheriff's Department Investigation Report August 31, 2011

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**Fiscal Impact:**

As noted above

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**Recommendation(s):**

Staff recommends Council conduct the hearing as requested and then consider Resolution 2012-10 imposing sanctions against the licensee.

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**City Council Action**

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

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

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

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

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

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

**RESOLUTION NO. 2012-10**

**A RESOLUTION DETERMINING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ADMINISTRATIVE PENALTIES, PURSUANT TO CITY CODE ARTICLE IV, SECTIONS 6-93, RELATIVE TO BLUE RIBBON PINES, INC dba, BLUE RIBBON PINES DISC GOLF, 1901 KLONDIKE DRIVE NE, EAST BETHEL, MINNESOTA 55092**

**WHEREAS**, Blue Ribbon Pines, Inc, dba Blue Ribbon Disc Golf, holds an on-sale liquor license issued by the City of East Bethel (hereinafter “the City”) allowing for the sale of liquor from their premises located at 1901 Klondike Northeast, within the city of East Bethel, county of Anoka, state of Minnesota; and,

**WHEREAS**, the City of East Bethel Ordinance Article IV, Section 6-91 prohibits the sale, barter or furnishing or giving of alcoholic beverage to anyone under the age of 21 years; and,

**WHEREAS**, Article IV, Section 6-93 of the Code of Ordinances of the City of East Bethel prescribes responsibility of clerk, bartender, or employee of a licensee to be:

“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 purpose of this Article, the sale of such an item by any clerk, bartender or employee shall be considered a sale by the licensee.”

And,

**WHEREAS**, the City of East Bethel engages the Anoka County Sheriff’s Department to provide its police services, as well as periodic alcohol compliance testing of licensed facilities within the city of East Bethel; and,

**WHEREAS**, the City Council herewith makes the following additional findings of fact:

a.) On August 31, 2011, the Anoka County Sheriff’s Department conducted an alcohol compliance check at the Blue Ribbon Pines business located at 1901 Klondike Drive NE. The 17-year old female N.B.K was engaged by the Sheriff’s Department to enter the business and order a bottle of Coors Light beer.

b.) The minor, N.B.K. had on her person a lawful and correct driver’s license, providing legal identification.

c.) The minor, N.B.K. approached Richard Jack Jordan who was employed at that time, and ordered a bottle of Coors Light beer.

d.) Without requesting, checking or otherwise looking at any personal identification, Richard Jack Jordan gave minor N.B.K. the bottle, and opened it for her;

e.) When confronted by the Anoka County Sheriff's Department, Richard Jack Jordan informed the officer that he does not usually work behind the counter, and that he apologized for selling the beer to the minor;

f.) The container of beer that was purchased by the minor N.B.K. was photographed and documented by the Anoka County Sheriff's Department; and,

**WHEREAS**, the City Council for the City of East Bethel has conducted a public hearing on January 18, 2012 providing notice to the License holder providing for the opportunity to offer any defense or explanation for the offense for which they were charged as a violation of the city's ordinance and statute relative to the sale and provision of alcohol to minors; and,

**WHEREAS**, the Licensee failed to provide an reasonable defense or justification for the action in the sale to the minor within the public hearing process; and,

**WHEREAS**, Article IV, Section 6-93 of the Code of Ordinances of the City of East Bethel provides in Section 6-93(b)(1):

“The first violation will result in a \$500.00 administrative penalty to the license, 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.”

and

“Sec 6-93(d). Community service. In addition to the above penalties, any clerk, bartender, or employee, including a licensee if such be the case, who violates this article shall be required to serve 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.”

**WHEREAS**, neither the Licensee nor the clerk involved in the matter provided proof of enrollment and/or attendance in the RBS program as prescribed in the Ordinance.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council for the City of East Bethel, that based upon the foregoing findings of fact, there is hereby assessed administrative penalties as follows:

1. To the Licensee **BLUE RIBBON PINES, INC dba, BLUE RIBBON PINES DISC GOLF** for the unlawful sale of alcohol to a minor, an administrative penalty is assessed in the amount of \$250.00 if Responsible Beverage Service (RBS) staff training is completed within 90 days of the date of this resolution. If RBS training is not completed within 90 days of the date of the resolution, the administrative penalty will be assessed in the amount of \$500.00.
2. This administrative penalty is immediately payable to the City of East Bethel; if not paid within one (1) week of the date hereof, the license for the on-sale liquor otherwise provided to the Licensee is suspended until paid in full.

Adopted by the City Council for the City of East Bethel, this 18<sup>th</sup> day of January, 2012.

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Richard Lawrence, Mayor

ATTEST:

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Jack Davis, City Administrator

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

**RESOLUTION NO. 2012-10**

**A RESOLUTION DETERMINING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ADMINISTRATIVE PENALTIES, PURSUANT TO CITY CODE ARTICLE IV, SECTIONS 6-93, RELATIVE TO BLUE RIBBON PINES, INC dba, BLUE RIBBON PINES DISC GOLF, 1901 KLONDIKE DRIVE NE, EAST BETHEL, MINNESOTA 55092**

**WHEREAS**, Blue Ribbon Pines, Inc, dba Blue Ribbon Disc Golf, holds an on-sale liquor license issued by the City of East Bethel (hereinafter “the City”) allowing for the sale of liquor from their premises located at 1901 Klondike Northeast, within the city of East Bethel, county of Anoka, state of Minnesota; and,

**WHEREAS**, the City of East Bethel Ordinance Article IV, Section 6-91 prohibits the sale, barter or furnishing or giving of alcoholic beverage to anyone under the age of 21 years; and,

**WHEREAS**, Article IV, Section 6-93 of the Code of Ordinances of the City of East Bethel prescribes responsibility of clerk, bartender, or employee of a licensee to be:

“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 purpose of this Article, the sale of such an item by any clerk, bartender or employee shall be considered a sale by the licensee.”

And,

**WHEREAS**, the City of East Bethel engages the Anoka County Sheriff’s Department to provide its police services, as well as periodic alcohol compliance testing of licensed facilities within the city of East Bethel; and,

**WHEREAS**, the City Council herewith makes the following additional findings of fact:

a.) On August 31, 2011, the Anoka County Sheriff’s Department conducted an alcohol compliance check at the Blue Ribbon Pines business located at 1901 Klondike Drive NE. The 17-year old female N.B.K was engaged by the Sheriff’s Department to enter the business and order a bottle of Coors Light beer.

b.) The minor, N.B.K. had on her person a lawful and correct driver’s license, providing legal identification.

c.) The minor, N.B.K. approached Richard Jack Jordan who was employed at that time, and ordered a bottle of Coors Light beer.

d.) Without requesting, checking or otherwise looking at any personal identification, Richard Jack Jordan gave minor N.B.K. the bottle, and opened it for her;

e.) When confronted by the Anoka County Sheriff's Department, Richard Jack Jordan informed the officer that he does not usually work behind the counter, and that he apologized for selling the beer to the minor;

f.) The container of beer that was purchased by the minor N.B.K. was photographed and documented by the Anoka County Sheriff's Department; and,

**WHEREAS**, the City Council for the City of East Bethel has conducted a public hearing on January 18, 2012 providing notice to the License holder providing for the opportunity to offer any defense or explanation for the offense for which they were charged as a violation of the city's ordinance and statute relative to the sale and provision of alcohol to minors; and,

**WHEREAS**, the Licensee failed to provide an reasonable defense or justification for the action in the sale to the minor within the public hearing process; and,

**WHEREAS**, Article IV, Section 6-93 of the Code of Ordinances of the City of East Bethel provides in Section 6-93(b)(1):

“The first violation will result in a \$500.00 administrative penalty to the license, 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.”

and

“Sec 6-93(d). Community service. In addition to the above penalties, any clerk, bartender, or employee, including a licensee if such be the case, who violates this article shall be required to serve 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.”

**WHEREAS**, neither the Licensee nor the clerk involved in the matter provided proof of enrollment and/or attendance in the RBS program as prescribed in the Ordinance.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council for the City of East Bethel, that based upon the foregoing findings of fact, there is hereby assessed administrative penalties as follows:

1. To the Licensee **BLUE RIBBON PINES, INC dba, BLUE RIBBON PINES DISC GOLF** for the unlawful sale of alcohol to a minor, an administrative penalty is assessed in the amount of \$500.00.
2. Community work service hours are imposed in the amount of 8 hours to be completed by \_\_\_\_\_, 2012.
3. This administrative penalty is immediately payable to the City of East Bethel; if not paid within one (1) week of the date hereof, the license for the on-sale liquor otherwise provided to the Licensee is suspended until paid in full.

Adopted by the City Council for the City of East Bethel, this 18<sup>th</sup> day of January, 2012.

\_\_\_\_\_  
Richard Lawrence, Mayor

ATTEST:

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

INCIDENT INFO

Agency Name: ANOKA COUNTY SHERIFFS OFFICE	ORI #: MN0020000	JCF: <input type="checkbox"/>	Add'l Pages: <input type="checkbox"/>	 * 1 1 1 9 8 4 6 9 *
Reporting Officer(s): 15352 WAHL, MIKE			Total Value Stolen (Property): \$0.00	
Date Reported: 08/31/2011 01:30 PM	Assigned: 1330	Arrived: 1330	Cleared: 1345	Total Value Damaged (Property): \$0.00
Earliest Date/Time Occurred: 08/31/2011 01:30 PM		Latest Date/Time Occurred:		
Location of Offense/Incident: 1901 KLONDIKE DR NE EAST BETHEL, MN 55011-			Apt.:	Grid: L00000 - EAST BETHEL

OFFENSE(S)

MOC Code:	Classification:	Disposition:
M4102	LIQUOR - SELLING	PENDING
09881	COMPLIANCE CHECK - LIQUOR	ASSISTED/ADVISED

NARRATIVE

**Incident Narrative 1**  
 ON 8/31/2011 I, INV. MICHAEL WAHL, CONDUCTED AN ALCOHOL COMPLIANCE CHECK AT THE BLUE RIBBON PINES BUSINESS LOCATED AT THE ABOVE ADDRESS. WHILE CONDUCTING THE CHECK, THE 17-YEAR-OLD FEMALE, N.B.K., WENT IN THE BUSINESS AND ORDERED A BOTTLE OF COORS LIGHT BEER. THE EMPLOYEE OF THE BUSINESS, RICHARD JACK JORDAN, DOB 5-1-1988, GAVE N.B.K. THE BOTTLE, AND OPENED IT FOR HER. WITH THE EMPLOYEE GIVING UNDERAGE N.B.K. THE BOTTLE, THEY FAILED THE COMPLIANCE CHECK. SEE SUPPLEMENT FOR FURTHER INFORMATION.

INV. M. WAHL #189  
 :KH 9/2/11

NAME CODES: A - Adult Arrested, AC - Arresting Citizen, C - Complainant, D - Driver, F - Family/Parent, G - Guardian, J - Juvenile Arrested, M - Mentioned, MP - Missing Person, I - Other Involved, O - Owner, P - Passenger, PT - Perpetrator, R - Reportee, S - Suspect, V - Victim, W - Witness

NAME(S)

<input checked="" type="checkbox"/> Person <input type="checkbox"/> Business	A/J/U: A	Code: S	Name: JORDAN, RICHARD JACK	Alias:
Address (Street, City, State, Zip): 3109 WELCOME AVE N MINNEAPOLIS, MN 55422-				
Height: 510	Weight: 209	Hair Color: GRAY OR PARTIAL	Eye Color: BLUE	Home/Bus. Phone: Work/Bus. Cell: 763-434-1644
Apt.: Date of Birth: Sex: MALE Race: WHITE				
Cell/Pager/Fax:				
<input checked="" type="checkbox"/> Person <input type="checkbox"/> Business	A/J/U: J	Code: W	Name:	Alias:
Address (Street, City, State, Zip):				
Height:	Weight:	Hair Color: BLOND	Eye Color: BLUE	Home/Bus. Phone: Work/Bus. Cell:
Apt.: Date of Birth: Sex: Race:				
Cell/Pager/Fax:				
<input type="checkbox"/> Person <input type="checkbox"/> Business	A/J/U:	Code:	Name:	Alias:
Address (Street, City, State, Zip):				
Height:	Weight:	Hair Color:	Eye Color:	Home/Bus. Phone: Work/Bus. Cell:
Apt.: Date of Birth: Sex: Race:				
Cell/Pager/Fax:				

CASE

Supervisor:	Extra Copy To:	Related Case Number:
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# SUPPLEMENTARY INVESTIGATION REPORT

CASE NO. 11-198469



OFFENSE: Alcohol Compliance Check / Sale of Alcohol to Underage Person

COMPLAINANT: Inv. Wahl

ADDRESS: 13301 Hanson Blvd. NW Andover, MN 55304

## ADDITIONAL DETAILS OF OFFENSE, PROGRESS OF INVESTIGATION, ETC.

On 8/31/2011, I, Inv. Wahl, conducted an alcohol compliance check at the Blue Ribbon Pines Disc Golf Course at 1901 Klondike Dr. NE in the City of East Bethel. While conducting this alcohol I had a juvenile identified as N.B.K. enter the business with a 10.00 dollar bill, serial number IH57172603A. N.B.K. advised me she told the employee she was waiting for some friends to play disc golf, and ordered a 12oz. bottle of Coors Light Beer. The employee gave the bottle of beer to N.B.K., and she exited the business. N.B.K. described the employee of the business to me as an older male.

I went in to the business, and identified myself as Inv. Wahl with the Anoka County Sheriff's Office. I advised the employee who was later identified by MN picture Drivers license as Richard Jack Jordan, D.O.B. [REDACTED] that I was conducting alcohol compliance checks, and he had just sold the 12oz bottle of Coors Light to an underage person. Richard stated that he does not usually "work behind the counter." Richard further stated that he felt "really bad" for selling the beer to the checker. I advised Richard that I understood what he was saying, however, he needed to check the identification of the person buying the alcohol. I further advised Richard that I would be forwarding this case to the East Bethel City Prosecutors' Office for their review and possible charges.

I photographed the beer that was purchased by N.B.K. and gave back the change to Richard. It should be noted that N.B.K. was given 7.50 back in change for the purchase of the beer. After talking with Richard about this incident, I cleared the call. No further action was taken at that time.

This case is inactive at this time pending review from the East Bethel City Prosecutor for possible charges.

Inv. M. Wahl  
Anoka County Sheriff's Office  
Patrol Division  
9/2/2011

### THIS OFFENSE IS DECLARED:

Unfounded   
Cleared by Arrest   
Exceptionally Cleared   
Inactive (Not Cleared)   
Refer to other Agency

SIGNED: Michael Wahl  
Investigating Officer

DATE: 9/2/2011

SIGNED: \_\_\_\_\_  
Chief or Commanding Officer

DATE: \_\_\_\_\_

This Form is Used by Officer Assigned to a Case to Report Progress After Three and Seven Days and Weekly Thereafter. Also to Report Significant Developments.

ALCOHOL COMPLIANCE CHECK

CASE # 11-178469

COMMUNITY: East Bethel : COUNTY: Anoka

BUSINESS NAME: Blue Ribbon Pines

ADDRESS: 1901 Klondike Drive NE

BUSINESS TYPE: CONVENIENCE  CONVENIENCE/GAS \_\_\_\_\_ GAS \_\_\_\_\_  
ON SALE  OFF SALE \_\_\_\_\_ ON/OFF SALE \_\_\_\_\_  
MUNICIPAL STORE \_\_\_\_\_ SUPERMARKET \_\_\_\_\_ OTHER

DATE: 8/31 TIME: 1:30

Was purchase attempted? YES  NO \_\_\_\_\_ If No, Check reason: \_\_\_\_\_

Buyer: NK Gender M \_\_\_\_\_ F

Adult Present: NO Did adult view transaction?: NO

Was sale made? YES Was age asked? NO Was ID requested? NO

Was ID shown? NO Type of purchase: Self service \_\_\_\_\_ Clerk assisted

Type of alcohol product: COORS light

Amount spent: \$2.50

Clerk Information: Gender: male Approximate Age: 65

Brief description of seller: little hair (white), jeans, long

sleeve shirt

Seller/Server Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
D. O. B. \_\_\_\_\_ Present age: \_\_\_\_\_ Telephone: \_\_\_\_\_

Description: Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Hair: \_\_\_\_\_ Eyes: \_\_\_\_\_

Penalties: Clerk: \_\_\_\_\_ Licensee: \_\_\_\_\_



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

January 18, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 5.0 B

\*\*\*\*\*

**Agenda Item:**

Administrative Hearing and Resolution 2012-11 Coon Lake Market - Tobacco Sales Violation - Licensee

\*\*\*\*\*

**Requested Action:**

Consider conducting hearing and then discuss and possible adoption of Resolution 2012-11 Determining Findings of Fact and Administrative Penalties for the Licensee Pursuant to City Code Article IV, Section 18-181 Relative to Mary Ann Schumacher d/b/a Coon Lake Market, 515 Lincoln Drive NE

\*\*\*\*\*

**Background Information:**

On August 26, 2011, the Anoka County Sheriff’s Office conducted a compliance inspection pursuant to City Code, Section 18-178. It is alleged that Ms. Julie Ann Schumacher sold tobacco products to an individual under the age of 18 in violation of City Code, Section 18-176.

Under City Code, Section 18-181, the City is permitted to impose certain sanctions.

- (1) City Ordinance Section 18-181 provides for an administrative civil penalty for licensees whose employees sell tobacco products to persons under the age of 18 years, with a first violation being a civil fine in the amount of \$150 with the city also having the ability to suspend the license for up to 20 days. The City may also agree with the licensee to waive up to 10 days of the suspension at a rate of 2 days for every 8 hours of community work service performed by the licensee’s employee.

This is the first violation for this licensee.

**Attachment(s):**

- 1. Resolution 2012-11 Findings, Conclusions and Imposition of Penalties
- 2. Sheriff’s Department Investigation Report August 26, 2011

\*\*\*\*\*

**Fiscal Impact:**

As noted above

\*\*\*\*\*

**Recommendation(s):**

Staff recommends Council conduct the hearing as requested and then consider Resolution 2012-11 imposing sanctions against the licensee.

\*\*\*\*\*

**City Council Action**

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

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

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

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

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

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

**RESOLUTION NO. 2012-11**

**A RESOLUTION DETERMINING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ADMINISTRATIVE PENALTIES, PURSUANT TO CITY CODE ARTICLE 4, SECTIONS 18-181, RELATIVE TO MARY ANN SCHUMACHER d/b/a COON LAKE MARKET, 515 LINCOLN DRIVE NE, EAST BETHEL, MINNESOTA 55092**

**WHEREAS**, Mary Ann Schumacher dba Coon Lake Market holds a cigarette license issued by the City of East Bethel (hereinafter “the City”) providing for the sale of tobacco products from their premises located at 515 Lincoln Drive Northeast, within the city of East Bethel, county of Anoka, state of Minnesota; and,

**WHEREAS**, the City of East Bethel Ordinance Article 4, Section 18-171 to 18-184 regulates the sale of tobacco products within the city, and prohibits the sale or furnishing of tobacco products to anyone under the age of 18 years; and,

**WHEREAS**, Section 18-176 specifically prohibits and provides:

“It shall be a violation of this Article for any person to sell, or offer to sell, any tobacco, tobacco product, or tobacco related device: (1) to any person under the age of 18 years.”

And,

**WHEREAS**, Section 18-187 imposes responsibility upon the licensee’s for the actions of their employees relative to sales of tobacco products and compliance with the City’s ordinances relative thereto; and

**WHEREAS**, the City of East Bethel engages the Anoka County Sheriff’s Department to provide police services, as well as tobacco compliance surveillance of licensed facilities within the city of East Bethel from time-to-time; and,

**WHEREAS**, the City Council herewith makes the following findings of fact:

- a.) On August 26, 2011, at the business premises of Coon Lake Market, located at 515 Lincoln Drive NE, East Bethel, the Anoka County Sheriff’s Department conducted a periodic compliance check by providing a juvenile, J.R.L. to enter the business with a driver’s license and a ten dollar (\$10) bill, asking for Camel Lights cigarettes, a tobacco product.
  
- b.) The store clerk, Julie Ann Schumacher, on-duty at that time, asked the juvenile, J.R.L. for his I.D., and was provided same by J.R.L., Schumacher reviewed the document and then nonetheless sold him the pack of cigarettes

for \$5.95, with no receipt given.

c.) When confronted by the Anoka County Sheriff's Department relative to the sale of the tobacco product to a minor, Schumacher reported that at the time she looked at the juvenile's driver's license and then looked at the date on the wall, referencing the legal age for sale of tobacco posted within the store, she thought the permissive year was 1995, and that he was 2 years older. Schumacher acknowledged that she had misread the sign and provided that she provided tobacco to J.R.L. illegally.

d.) The minor, J.R.L. that was used in the compliance check provided accurate identification, answered all questions from the clerk truthfully, and did not engage in any deceptive practice or misrepresentation; and,

**WHEREAS**, City Ordinance Section 18-181 provides for an administrative civil penalty for licensees whose employees sell tobacco products to persons under the age of 18 years, with a first violation being a civil fine in the amount of \$150 with the city also having the ability to suspend the license for up to 20 days. The City may also agree with the licensee to waive up to 10 days of the suspension at a rate of 2 days for every 8 hours of community work service performed by the licensee's employee; and,

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council for the City of East Bethel, that based upon the foregoing findings of fact, there is hereby assessed administrative penalties as follows:

1. To **MARY ANN SCHUMACHER dba Coon Lake Market**, an administrative penalty is assessed in the amount of \$ 150.00.
2. This administrative penalty is immediately payable to the City of East Bethel; if not paid within one (1) week of the date hereof, the tobacco sales license otherwise provided to the Licensee is suspended until paid in full;

Adopted by the City Council for the City of East Bethel, this 18<sup>th</sup> day of January, 2012

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Richard Lawrence, Mayor

ATTEST:

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Jack Davis, City Administrator

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

**RESOLUTION NO. 2012-11**

**A RESOLUTION DETERMINING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ADMINISTRATIVE PENALTIES, PURSUANT TO CITY CODE ARTICLE 4, SECTIONS 18-181, RELATIVE TO MARY ANN SCHUMACHER d/b/a COON LAKE MARKET, 515 LINCOLN DRIVE NE, EAST BETHEL, MINNESOTA 55092**

**WHEREAS**, Mary Ann Schumacher dba Coon Lake Market holds a cigarette license issued by the City of East Bethel (hereinafter “the City”) providing for the sale of tobacco products from their premises located at 515 Lincoln Drive Northeast, within the city of East Bethel, county of Anoka, state of Minnesota; and,

**WHEREAS**, the City of East Bethel Ordinance Article 4, Section 18-171 to 18-184 regulates the sale of tobacco products within the city, and prohibits the sale or furnishing of tobacco products to anyone under the age of 18 years; and,

**WHEREAS**, Section 18-176 specifically prohibits and provides:

“It shall be a violation of this Article for any person to sell, or offer to sell, any tobacco, tobacco product, or tobacco related device: (1) to any person under the age of 18 years.”

And,

**WHEREAS**, Section 18-187 imposes responsibility upon the licensee’s for the actions of their employees relative to sales of tobacco products and compliance with the City’s ordinances relative thereto; and

**WHEREAS**, the City of East Bethel engages the Anoka County Sheriff’s Department to provide police services, as well as tobacco compliance surveillance of licensed facilities within the city of East Bethel from time-to-time; and,

**WHEREAS**, the City Council herewith makes the following findings of fact:

- a.) On August 26, 2011, at the business premises of Coon Lake Market, located at 515 Lincoln Drive NE, East Bethel, the Anoka County Sheriff’s Department conducted a periodic compliance check by providing a juvenile, J.R.L. to enter the business with a driver’s license and a ten dollar (\$10) bill, asking for Camel Lights cigarettes, a tobacco product.
  
- b.) The store clerk, Julie Ann Schumacher, on-duty at that time, asked the juvenile, J.R.L. for his I.D., and was provided same by J.R.L., Schumacher reviewed the document and then nonetheless sold him the pack of cigarettes

for \$5.95, with no receipt given.

c.) When confronted by the Anoka County Sheriff's Department relative to the sale of the tobacco product to a minor, Schumacher reported that at the time she looked at the juvenile's driver's license and then looked at the date on the wall, referencing the legal age for sale of tobacco posted within the store, she thought the permissive year was 1995, and that he was 2 years older. Schumacher acknowledged that she had misread the sign and provided that she provided tobacco to J.R.L. illegally.

d.) The minor, J.R.L. that was used in the compliance check provided accurate identification, answered all questions from the clerk truthfully, and did not engage in any deceptive practice or misrepresentation; and,

**WHEREAS**, City Ordinance Section 18-181 provides for an administrative civil penalty for licensees whose employees sell tobacco products to persons under the age of 18 years, with a first violation being a civil fine in the amount of \$150 with the city also having the ability to suspend the license for up to 20 days. The City may also agree with the licensee to waive up to 10 days of the suspension at a rate of 2 days for every 8 hours of community work service performed by the licensee's employee; and,

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council for the City of East Bethel, that based upon the foregoing findings of fact, there is hereby assessed administrative penalties as follows:

1. To **MARY ANN SCHUMACHER dba Coon Lake Market**, an administrative penalty is assessed in the amount of \$\_\_\_\_\_.
2. License to sell tobacco products is hereby suspended for \_\_\_days effective\_\_\_\_\_2012 with \_\_\_hours of community work service imposed to be performed on or before \_\_\_\_\_,2012
3. This administrative penalty is immediately payable to the City of East Bethel; if not paid within one (1) week of the date hereof, the tobacco sales license otherwise provided to the Licensee is suspended until paid in full;

Adopted by the City Council for the City of East Bethel, this 18<sup>th</sup> day of January, 2012

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Richard Lawrence, Mayor

ATTEST:

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Jack Davis, City Administrator

ANOKA COUNTY SHERIFF'S OFFICE 325 E MAIN ST, ANOKA MN 55303		JCF	CASE NUMBER
		ADD'L PAGES	11193565

CLASSIFICATION SALE OF TOBACCO TO CHILDREN	CODE M7401	DISP A	CLASSIFICATION	CODE	DISP
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CLASSIFICATION COMPLIANCE CHECK - TOBACCO	CODE 09882	DISP S	CLASSIFICATION	CODE	DISP
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CLASSIFICATION	CODE	DISP	CLASSIFICATION	CODE	DISP
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REPORTING OFFICER(S) 18516 FAHEY, CHRIS
--

DATE REPORTED 8/26/2011	ASSIGNED 1201	ARRIVED	CLEARED 1217	EARLIEST DATE/TIME OCCURRED	LATEST DATE/TIME OCCURRED
----------------------------	------------------	---------	-----------------	-----------------------------	---------------------------

LOCATION OF OFFENSE/INCIDENT 515 LINCOLN DR NE, EAST BETHEL, MN 55092-	APT #	GRID L50	VALUE STOLEN \$	VALUE DAMAGED \$	VALUE RECOVERED \$
---	-------	-------------	--------------------	---------------------	-----------------------

A/J	REPORTING PARTY'S NAME	DATE OF BIRTH	SEX	RACE	HOME PHONE
-----	------------------------	---------------	-----	------	------------

ADDRESS	APT	CITY	STATE	ZIP	WORK PHONE
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NARRATIVE

CONDUCTED TOBACCO COMPLIANCE CHECK AT COON LAKE MARKET. JUVENILE CHECKER J.R.L. ENTERED THE BUSINESS WITH HIS DRIVERS LICENSE AND A \$10.00 BILL, SERIAL NUMBER II 05659648 A. HE ASKED FOR CAMEL LIGHT CIGARETTES, SCHUMACHER ASKED HIM FOR HIS ID, HE PROVIDED HER WITH THE ID. SHE LOOKED AT IT AND SOLD HIM THE PACK OF CIGARETTES FOR \$5.95. NO RECEIPT WAS GIVEN.

AFTER J.R.L. CAME OUT OF THE BUSINESS, SCHUMACHER CAME OUT AND HANDED ME HIS DRIVERS LICENSE AND SAID "I THINK HE DROPPED THIS". AS SHE TURNED TO GO BACK INTO THE STORE, J.R.L. IDENTIFIED HER AS BEING THE ONE WHO SOLD HIM THE CIGARETTES.

IN SPEAKING WITH SCHUMACHER, SHE STATED THAT "I LOOKED AT HIS DRIVERS LICENSE AND THEN LOOKED AT THE DATE ON THE WALL. I THOUGHT SINCE THE YEAR WAS 1995, HE WAS TWO YEARS OLDER."

SCHUMACHER WAS CITED FOR THE SALE OF TOBACCO TO A MINOR AND ISSUED CITATION #020099000552. THE CIGARETTES AND THE CHANGE WERE RETURNED TO THE STORE AND I OBTAINED THE \$10.00 BILL FROM SCHUMACHER.

I TOOK DIGITAL PHOTOS OF J.R.L. AND THE TOBACCO, ALONG WITH THE CHANGE GIVEN.

ATTACHED ARE COPIES OF J.R.L.'S DRIVERS LICENSE AND PHOTOCOPIES OF THE \$10.00 BILL USED.

PRIOR TO THE COMPLIANCE CHECK, J.R.L. HAD BEEN PATTED DOWN AND ALL PERSONAL EFFECTS EXCEPT HIS CELL PHONE WAS PLACED IN AN EVIDENCE BAG AND SECURED IN THE TRUNK OF MY SQUAD. HE HAD NO TOBACCO IN HIS POSSESSION PRIOR TO THE PURCHASE.

DEPUTY FAHEY  
ACSO-PATROL  
:DD/08-29-11

A/J/U	CODE	NAME	DOB	SEX	RACE	HGT	WGT	HAIR	EYES
A	A	JULIE ANN SCHUMACHER		F	W				HAZ

ADDRESS	APT	CITY	STATE	ZIP
332 LAUREL RD		WYOMING	MN	55092-

ALIAS	HOME / BUS PHONE	WORK / 2ND BUS PHONE	CELL / PAGER / FAX
	--		

A/J/U	CODE	NAME	DOB	SEX	RACE	HGT	WGT	HAIR	EYES
	M	COON LAKE MARKET							

ADDRESS 515 LINCOLN DR NE		APT	CITY EAST BETHEL	STATE MN	ZIP 55092-
ALIAS		HOME / BUS PHONE 651-982-2909	WORK / 2ND BUS PHONE	CELL / PAGER / FAX	

A/J/J	CODE	NAME	DOB	SEX	RACE	HGT	WGT	HAIR	EYES	
ADDRESS			APT	CITY	STATE	ZIP				
ALIAS			HOME / BUS PHONE	WORK / 2ND BUS PHONE	CELL / PAGER / FAX					

A/J/J	CODE	NAME	DOB	SEX	RACE	HGT	WGT	HAIR	EYES	
ADDRESS			APT	CITY	STATE	ZIP				
ALIAS			HOME / BUS PHONE	WORK / 2ND BUS PHONE	CELL / PAGER / FAX					

ENTRY 1	ENTRY 2	ENTRY 3	ENTRY 4	SUPERVISOR	COPY TO	RELATED CASE NUMBERS:
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NOTICE: Unless restricted by law, email correspondence to and from Anoka County government offices may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

January 18, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 6.0 A

\*\*\*\*\*

**Agenda Item:**

Interview Park Commission Applicant

\*\*\*\*\*

**Requested Action:**

Consider interviewing an applicant for the vacancy on the Park Commission

\*\*\*\*\*

**Background Information:**

Terms for two of Park Commission members expired on January 1, 2012, Commissioner Dan Butler and Dan Kretchmar.

In response to these vacancies, we advertised at the Town Hall Meeting, on the City’s website, on our community bulletin board and on Channel 10. The City received a letter of interest from Stacy Voelker in response to our ads.

We have included a copy of her letter of interest with this write-up

If Ms. Voelker is appointed to the Parks Commission there would still be one more vacancy to fill on the Commission.

**Attachment(s):**

- 1. Letters of Interest From Candidate
  - a. Stacy Voelker

\*\*\*\*\*

**Fiscal Impact:**

None

\*\*\*\*\*

**Recommendation:**

Staff is recommending Council interview Stacy Voelker for the opening on the Park Commission.

\*\*\*\*\*

**City Council Action**

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

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

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

---

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

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

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

Stacy Voelker  
1938 183rd Lane NE  
East Bethel, Minnesota 55011  
(763) 413-4954  
dsvoelker@q.com

January 4, 2012

Ms. Wendy Warren  
Deputy City Clerk  
City of East Bethel  
2241 – 221st Avenue NE  
East Bethel, Minnesota 55011

Dear Ms. Warren,

I am interested in the opportunity to volunteer on the Parks Commission for the City of East Bethel. With a goal of obtaining my Bachelor of Science degree in Business Management from Metropolitan State University completed, I now have more time to explore ways my family can enhance and preserve the environment. I lead a Cub Scout den and have begun to pursue becoming a neighborhood block captain with the Anoka County Sherriff Department. I have been a resident of East Bethel for the past six years and have two young boys. Our interests include camping, fishing, geocaching, and anything that brings us outdoors.

I also have a professional interest as the Administrative Secretary in the Parks and Recreation Department for the City of St. Louis Park for the past 17 years and as the recording secretary for the Parks and Recreation Advisory Commission in St. Louis Park. I am also a member of the Minnesota Recreation and Park Association and a member of the Twin West Chamber of Commerce. My experience with these organizations would be a great asset to the Parks Commission and I look forward to sharing my extensive knowledge and passions with the Commission and the community.

My passion for parks, trails and the great outdoors feeds my desire to enhance areas for all to use, regardless of ability or age, in a safe and environmentally friendly way. I am excited to take on a new adventure and give back to my community.

I would be thrilled to have the opportunity to be part of the Parks Commission in the City of East Bethel and would be available evenings and weekends. Thank you!

Sincerely,



Stacy M. Voelker



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

January 18, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 6.0 B

\*\*\*\*\*

**Agenda Item:**

Interview Economic Development Authority (EDA) Commission Applicants

\*\*\*\*\*

**Requested Action:**

Consider interviewing applicants for the Economic Development Authority (EDA) Commission.

\*\*\*\*\*

**Background Information:**

The term for one EDA Commission member expires on January 31, 2012, Commission Member Tom Larson.

In response to this vacancy, we advertised on the City’s website, on our community bulletin board and on Channel 10. The City received applications from Dan Butler and Greg Hunter in response to our ads. We have included copies of the applications as part of your agenda materials.

**Attachment(s):**

- 1. Letters From Candidates
  - a. Dan Butler
  - b. Greg Hunter

\*\*\*\*\*

**Fiscal Impact:**

None

\*\*\*\*\*

**Recommendation:**

Staff has received notification from both candidates that they will be unable to attend the meeting. Both candidates have previously interviewed before this Council with Mr. Butler’s interview being for a prior EDA position and Mr. Hunter being interviewed for a Planning Commission position.

Staff is recommending Council either appoint one of the two candidates for the EDA vacancy based on prior interviews or table the appointment until February 1, 2011.

\*\*\*\*\*

**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:**

January 18, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 6.0 C

\*\*\*\*\*

**Agenda Item:**

Appoint Park Commission and EDA Members

\*\*\*\*\*

**Requested Action:**

Consider appointing members to the Park Commission and EDA

\*\*\*\*\*

**Background Information:**

Council interviewed candidates for vacancies on the Park Commission and EDA.

Staff is recommending Council fill out ballots and consider appointments to the vacancies on the Commissions as listed:

Park Commission Member: \_\_\_\_\_

Term: January 19, 2012 – January 31, 2015

EDA Commission Member: \_\_\_\_\_

Term: February 1, 2012 – January 31, 2014

\*\*\*\*\*

**Fiscal Impact:**

None

\*\*\*\*\*

**Recommendation(s):**

Staff is requesting Council direction on appointments to the Park Commission and EDA.

\*\*\*\*\*

**City Council Action**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

January 18, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 7.0 A

\*\*\*\*\*

**Agenda Item:**

Monthly Sheriff's Report

\*\*\*\*\*

**Requested Action:**

Information Only

\*\*\*\*\*

**Background Information:**

Lt. Orlando will review the monthly statistics and report on activities for the month of December, 2011.

\*\*\*\*\*

**Fiscal Impact:**

None

\*\*\*\*\*

**Recommendation(s):**

Information Only

\*\*\*\*\*

**City Council Action**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

No Action Required:  X

**CITY OF EAST BETHEL – DECEMBER 2011**

<b>ITEM</b>	<b>DECEMBER</b>	<b>NOVEMBER</b>	<b>YTD 2011</b>	<b>DECEMBER YTD 2010</b>
Radio Calls	310	389	4,754	4,907
<b>Incident Reports</b>	321	291	4,224	4,403
Burglaries	3	9	54	48
Thefts	12	17	232	245
Crim.Sex Cond.	0	1	5	9
Assault	1	0	24	30
Dam to Prop.	6	3	79	96
Harr. Comm.	1	2	46	32
Felony Arrests	2	1	49	39
Gross Mis.	2	0	8	4
Misd. Arrests	4	13	99	168
DUI Arrests	6	5	59	76
Domestic Arr.	5	1	31	31
Warrant Arr.	5	1	48	69
Traffic Arr.	130	78	1,041	833

**CITY OF EAST BETHEL – DECEMBER 2011  
COMMUNITY SERVICE OFFICERS**

<b>ITEM</b>	<b>DECEMBER</b>	<b>NOVEMBER</b>	<b>YTD 2011</b>	<b>DECEMBER YTD 2010</b>
Radio Calls	25	34	215	153
<b>Incident Reports</b>	24	40	235	150
Accident Assist	3	1	21	13
Veh. Lock Out	2	5	64	20
Extra Patrol	46	29	440	364
House Check	0	0	15	5
Bus. Check	6	10	324	203
Animal Compl.	9	17	99	74
Traffic Assist	3	5	45	56
Aids: Agency	29	42	590	746
Aids: Public	21	59	398	330
Paper Service	0	0	49	46
Inspections	0	0	0	0
Ordinance Viol.	0	3	5	6



**Payments for Council Approval January 18, 2012**

2011 Bills to be Approved for Payment	\$78,367.10
2012 Bills to be Approved for Payment	\$17,767.66
Electronic Payroll Payments	\$21,770.79
Electronic Bond Payments	\$902,730.00
Payroll City Staff - January 5, 2012	\$31,533.43
<b>Total to be Approved for Payment</b>	<b>\$1,052,168.98</b>

**City of East Bethel**  
**January 18, 2012**  
**2011 Payment Summary**

Department	Description	Invoice	Vendor	Fund	Dept	Amount
215-221st East 65 Service Rd	Architect/Engineering Fees	28823	Hakanson Anderson Assoc.,	402	43125	272.45
Arena Operations	Bldg/Facility Repair Supplies	92318	CLASS C COMPONENTS	615	49851	617.78
Arena Operations	Bldg/Facility Repair Supplies	92319	CLASS C COMPONENTS	615	49851	405.06
Arena Operations	Bldgs/Facilities Repair/Maint	35021036822	WRIGHT HENNEPIN	615	49851	21.32
Arena Operations	Concession for Resale	97170	1ST LINE LEEWES VENTURES	615	49851	85.23
Arena Operations	Concession for Resale	476673	INDIANHEAD FOODSERVICE DISTRI	615	49851	427.32
Arena Operations	Concession for Resale	807726	WATSON CO	615	49851	596.84
Arena Operations	Electric Utilities	122011	Connexus Energy	615	49851	4,623.18
Arena Operations	Professional Services Fees	41	GIBSON MANAGEMENT COMPANY	615	49851	9,340.35
Assessing	Professional Services Fees	4th Qtr 12	TOLZMANN, KENNETH	101	41550	11,364.00
Building Inspection	Motor Fuels	1997353	LUBE TECH	101	42410	260.59
Building Inspection	Surcharge Remittance	3rd qtr 11	MN Dept of Labor & Industr	101		1,341.14
Central Services/Supplies	Legal Notices	IQ 01793366	ECM Publishers, Inc.	101	48150	399.75
Central Services/Supplies	Office Supplies	1645	MLB PRINTING	101	48150	283.22
Central Services/Supplies	Office Supplies	591105057001	Office Depot	101	48150	37.21
Central Services/Supplies	Office Supplies	591105182001	Office Depot	101	48150	30.94
Economic Development Authority	Commissions and Boards	10612	LUX, JULIE	232	23200	50.00
Engineering	Architect/Engineering Fees	28822	Hakanson Anderson Assoc.,	101	43110	2,466.51
Fire Department	Bldgs/Facilities Repair/Maint	35021036468	WRIGHT HENNEPIN	101	42210	5.32
Fire Department	Electric Utilities	122011	Connexus Energy	101	42210	583.40
Fire Department	Motor Fuels	1997354	LUBE TECH	101	42210	271.68
Fire Department	Motor Fuels	1997353	LUBE TECH	101	42210	414.55
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	455408.12-11	PREMIUM WATERS, INC.	101	41940	23.21
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	118827	Robert B. Hill Company	101	41940	19.24
General Govt Buildings/Plant	Electric Utilities	122011	Connexus Energy	101	41940	850.34
Legal	Legal Fees	40878	ECKBERG LAMMERS	101	41610	7,489.72
Legal	Legal Fees	116935	ECKBERG LAMMERS	101	41610	2,813.00
Park Maintenance	Clothing & Personal Equipment	470755872	Cintas Corporation #470	101	43201	48.03
Park Maintenance	Electric Utilities	122011	Connexus Energy	101	43201	165.83
Park Maintenance	Motor Fuels	1997354	LUBE TECH	101	43201	522.46
Park Maintenance	Motor Fuels	1997353	LUBE TECH	101	43201	355.33
Park Maintenance	Other Equipment Rentals	50860	Jimmy s Johnnys	101	43201	52.86
Planning and Zoning	Architect/Engineering Fees	28821	Hakanson Anderson Assoc.,	932		53.44
Planning and Zoning	Professional Services Fees	474	GIS RANGERS	101	41910	607.50
Police	Professional Services Fees	40878	GRATITUDE FARMS	101	42110	250.00
Recycling Operations	Electric Utilities	122011	Connexus Energy	226	43235	130.04
Recycling Operations	Other Equipment Rentals	50860	Jimmy s Johnnys	226	43235	52.87
Sewer Operations	Bldgs/Facilities Repair/Maint	35021037636	WRIGHT HENNEPIN	602	49451	204.53
Sewer Operations	Electric Utilities	122011	Connexus Energy	602	49451	703.08
Sewer Operations	Professional Services Fees	79960	UTILITY CONSULTANTS	602	49451	437.00
Sewer Utility Capital Projects	Architect/Engineering Fees	28824	Hakanson Anderson Assoc.,	434	49455	2,933.73
Street Maintenance	Bldgs/Facilities Repair/Maint	470755872	Cintas Corporation #470	101	43220	26.49
Street Maintenance	Bldgs/Facilities Repair/Maint	455408.12-11	PREMIUM WATERS, INC.	101	43220	23.21
Street Maintenance	Bldgs/Facilities Repair/Maint	35021036468	WRIGHT HENNEPIN	101	43220	21.29
Street Maintenance	Cleaning Supplies	2402950	Dalco	101	43220	50.40
Street Maintenance	Clothing & Personal Equipment	470755872	Cintas Corporation #470	101	43220	47.45
Street Maintenance	Electric Utilities	122011	Connexus Energy	101	43220	1,433.06
Street Maintenance	Equipment Parts	H84436	H&L Mesabi	101	43220	3,172.65
Street Maintenance	Equipment Parts	225877	WINNICK SUPPLY	101	43220	100.20
Street Maintenance	Motor Fuels	1997354	LUBE TECH	101	43220	1,295.73
Street Maintenance	Motor Fuels	1997353	LUBE TECH	101	43220	153.97
Street Maintenance	Motor Vehicle Services (Lic d)	54105	Pomps Tire Service, Inc.	101	43220	333.53

**City of East Bethel**  
**January 18, 2012**  
**2011 Payment Summary**

<b>Department</b>	<b>Description</b>	<b>Invoice</b>	<b>Vendor</b>	<b>Fund</b>	<b>Dept</b>	<b>Amount</b>
Street Maintenance	Motor Vehicles Parts	206792	LANO	101	43220	145.18
Street Maintenance	Safety Supplies	4551	CORPORATE CONNECTION	101	43220	821.07
Street Maintenance	Shop Supplies	236740	S & S Industrial Supply	101	43220	54.59
Street Maintenance	Small Tools and Minor Equip	343001	HAM LAKE HARDWARE	101	43220	32.03
Water Utility Capital Projects	Architect/Engineering Fees	28847	Hakanson Anderson Assoc.,	433	49405	4,579.13
Water Utility Capital Projects	Architect/Engineering Fees	28846	Hakanson Anderson Assoc.,	433	49405	11,236.36
Water Utility Capital Projects	Architect/Engineering Fees	28824	Hakanson Anderson Assoc.,	433	49405	2,933.74
Water Utility Operations	Bldgs/Facilities Repair/Maint	35021036469	WRIGHT HENNEPIN	601	49401	26.67
Water Utility Operations	Electric Utilities	122011	Connexus Energy	601	49401	270.30
						<b>\$78,367.10</b>

**City of East Bethel**  
**January 18, 2012**  
**2012 Payment Summary**

Department	Description	Invoice	Vendor	Fund	Dept	Amount
2010 GO WATER REVENUE NOTE	Bond Interest	10512	MN PUBLIC FACILITIES AUTHORITY	309	30900	163.98
2010 GO WATER REVENUE NOTE	Debt Srv Bond Principal	10512	MN PUBLIC FACILITIES AUTHORITY	309	30900	163.97
2010A GO Water Utility Rev Bnd	Fiscal Agent s Fees	3026405	US BANK	310	31000	425.00
2010B GO Utility Revenue Bond	Fiscal Agent s Fees	3026406	US BANK	311	31100	425.00
2010C GO Bond	Fiscal Agent s Fees	3026402	US BANK	312	31200	425.00
Arena Operations	Bldgs/Facilities Repair/Maint	316341	TRANE U.S. INC.	615	49851	875.00
Arena Operations	Telephone	10112	CENTURYLINK	615	49851	111.19
Central Services/Supplies	Information Systems	40909	MIDCONTINENT COMMUNICATIONS	101	48150	1,278.00
Central Services/Supplies	Information Systems	215650	ROSEVILLE, CITY OF	101	48150	2,140.16
Central Services/Supplies	Office Equipment Rental	193640257	Loffler Companies, Inc.	101	48150	454.61
Central Services/Supplies	Postage/Delivery	962110	DO GOOD BIZ	101	48150	15.42
Central Services/Supplies	Telephone	122811	CENTURYLINK	101	48150	231.59
City Clerk	Professional Services Fees	11012	WARREN, WENDY	101	41430	20.00
Fire Department	Clothing & Personal Equipment	116128	ASPEN MILLS, INC.	101	42210	20.00
Fire Department	General Operating Supplies	7609	STANDARD ELECTRIC	101	42210	192.72
Fire Department	Motor Vehicles Parts	184852	ADVANCED GRAPHIX INC.	101	42210	600.00
Fire Department	Telephone	10112	CENTURYLINK	101	42210	61.35
Fire Department	Telephone	122811	CENTURYLINK	101	42210	73.35
Fire Department	Telephone	122811	CENTURYLINK	101	42210	114.28
Fire Department	Telephone	122811	CENTURYLINK	101	42210	170.56
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	14791	GHP ENTERPRISES	101	41940	368.72
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	119254	Robert B. Hill Company	101	41940	19.24
Mayor/City Council	Professional Services Fees	-602314	NORTH SUBURBAN ACCESS CORP	101	41110	120.00
Park Maintenance	Clothing & Personal Equipment	470759253	Cintas Corporation #470	101	43201	48.03
Recycling Operations	Professional Services Fees	40909	Cedar East Bethel Lions	226	43235	1,000.00
Risk Management	Professional Services Fees	251699	BEARENCE MANAGEMENT GROUP	101	48140	8,000.00
Street Maintenance	Bldgs/Facilities Repair/Maint	470759253	Cintas Corporation #470	101	43220	26.49
Street Maintenance	Clothing & Personal Equipment	470759253	Cintas Corporation #470	101	43220	47.45
Street Maintenance	Telephone	122811	CENTURYLINK	101	43220	67.93
Water Utility Operations	Telephone	10112	CENTURYLINK	601	49401	108.62
						<b>\$17,767.66</b>

# City of East Bethel

January 18, 2012

## Payment Summary

Electronic Payments		
PERA		\$5,585.81
Federal Withholding		\$4,834.88
Medicare Withholding		\$1,369.54
FICA Tax Withholding		\$4,911.54
State Withholding		\$1,980.23
MSRS		\$3,088.79
		<b>\$21,770.79</b>
2005A GO Public Safety Bonds		\$106,431.25
2005B GO Improvement Bonds		\$54,960.00
2008A GO Sewer Revenue Bond		\$148,655.00
2010A GO Water Revenue Bond		\$383,536.25
2010B GO Utility Revenue Bond		\$188,281.25
2010C GO Bond		\$20,866.25
		<b>\$902,730.00</b>



# City of East Bethel City Council Agenda Information

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**Date:**

January 18, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 9.0 A-H

\*\*\*\*\*

**Agenda Item:**

Consent Agenda

\*\*\*\*\*

**Requested Action:**

Consider approving Consent Agenda as presented

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**Background Information:**

Item A

Bills/Claims

Item B

Meeting Minutes, January 4, 2012 Regular City Council

Meeting minutes from the January 4, 2012 Regular City Council Meeting are attached for your review and approval.

Item C

Meeting Minutes, January 4, 2012 Special City Council

Meeting minutes from the January 4, 2012 Special City Council Meeting are attached for your review and approval.

Item D

Approve Animal Control Contract

The proposed agreement provides for animal control services in the City that includes patrol services, pickup and impound of dogs and other agreed upon domestic animals and for other duties as may be assigned by the City related to the animal control activity.

Services under this agreement will be billed at \$50.00 per hour in one quarter hour increments. . By contracting for this service, the city has realized a savings by not having to board animals at city facilities, paying city staff on weekends to stand by until the animal was retrieved and any liability issues associated with boarding animals in the public works garage.

Emergency Veterinary services will be provided to injured animals only to the extent necessary to keep them from suffering and to provide humane conditions while boarding the animal. These charges are the responsibility of the owner. Should the owner fail to claim the animal within six days, the animal becomes the property of Gratitude Farms.

The following fee schedule is in addition to the\$50.00 hourly rate for call out services.

- A. Administrative animal handling fee to be paid by owner \$42.00
- B. Price per animal for boarding if paid by the owner \$18.00/Day
- C. Price per animal for boarding if paid by the city \$15.00/Day
- D. Price for patrol services Monday-Friday between 6:00 am. and 8:00 pm. \$50.00 hr.

The City Attorney has reviewed the attached contract and Staff recommends the approval of the contract with Gratitude Farms for animal control services for 2012.

Item E

Water Treatment Plant No. 1 Materials Test Contract

Approve Proposal from Northern Technologies, Inc. for material testing services for the Water Treatment Plant No. 1 construction project. Staff requested three quotes for the material testing for the proposed project. Two quotes were submitted and are summarized as follows:

Northern Technologies, Inc.	\$8,325
Braun Intertec	\$11,995

Staff recommends approving the proposal from Northern Technologies, Inc. in the amount not to exceed \$8,325 for material testing services for the Water Treatment Plant No. 1 construction project. The detailed proposals are attached.

Item F

Approve Tobacco Licenses for Minnesota Corp, Inc dba: Go For It at 3255 Viking Blvd. NE, East Bethel, MN

Minnesota Corp, Inc dba: Go For It at 3255 Viking Blvd. NE, East Bethel, MN 55092 has applied for Tobacco licenses for both the convenience store and the Off-Sale Liquor store. All forms have been completed and fees have been paid. Anoka County Sheriff's Office is performing the background check. Approval is contingent on the background check coming back with no issues and insurance being provided.

Staff is recommending Council approve the Tobacco licenses for the convenience store and the Off-Sale Liquor store, Minnesota Corp, Inc dba: Go For It at 3255 Viking Blvd. NE, East Bethel, MN 55092 contingent on the background check and insurance forms being provided. Also, contingent on the owner submitting application for a certificate of occupancy with the building official and scheduling a final inspection one week prior to opening to the public.

Item G

Res. 2012-12 Supporting Funding for Anoka Champlin Meals on Wheels Program

The North Anoka County Meals on Wheels Program ceased operation in June of 2008. The Anoka-Champlin program picked up this service area in July of 2008 and began delivering meals through the Our Savior's location in September of 2008. In 2011, the Meals on Wheels Program served more than 29,000 meals to people in need throughout the communities they serve. Funding for this program is through a combination of donations and grants including CDBG funds. Traditionally, the City has provided a resolution to this program supporting their application for CDBG funding for this program. Resolution Number 2012-12 provides for City Council support of the Anoka-Champlin program and their application for CDBG funding for 2012.

Item F

Completion of Probation for Public Works Manager

Mr. Ayshford began employment the City on August 1, 2012 as the Manager of the Public Works Department. Since that time, he has performed in an exceptional and exemplary manner. Staff is recommending his appointment as a regular employee based on the satisfactory completion of the six month probationary period required of all new employees.

\*\*\*\*\*

**Fiscal Impact:**

As noted above.

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**Recommendation(s):**

Recommend approval of the Consent Agenda as presented.

\*\*\*\*\*

**City Council Action**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

## EAST BETHEL CITY COUNCIL MEETING

January 4, 2012

The East Bethel City Council met on January 4, 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  
Craig Jochum, City Engineer

Call to Order    **The January 4, 2012 City Council meeting was called to order by Mayor Lawrence at 7:30 PM.**

Adopt Agenda    **Boyer made a motion to adopt the January 4, 2012 City Council Agenda with the following amendment: adding to the consent agenda Items: 6.0 A, 6.0 B, 6.0 C 1 & 2, 6.0 D, 7.0 A, 7.0 B 3, 7.0 C 1, 7.0 D, 7.0 E, 7.0 F. Voss seconded.** Boyer said this is everything but the resolutions, items 7.0 B 1 & 2. Lawrence asked is there any discussion on this? Moegerle said she has some comments. She said she talked to Vierling about the Adopt-A-Park program and there are some issues with the way that is written. Moegerle said that one needs to be pulled. DeRoche said pull it. Moegerle said she has a lot of notes on things that she thought needed to be discussed. She said also with regard to the Bureau of Criminal Apprehension Joint Powers Agreement she would like that pulled from the consent agenda. **Voss said he will withdraw his second.** Lawrence asked if Boyer wants to revise his motion? Boyer said he has no problem with pulling those items. **DeRoche seconded.** Lawrence asked if those are the only two items that Moegerle wants pulled. Moegerle said she wants Items 7.0 B 1 and 7.0 C.1 pulled. **All in favor, motion carries.**

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

Consent Agenda    **Voss made motion to approve the Consent Agenda as amended including: A) Approve Bills; B) Meeting Minutes, December 21, 2011, Regular Meeting; C) Resolution 2012-01 Designation Official Newspaper; D) Resolution 2012-02 Setting Meeting Dates; E) Resolution 2012-03 Establishing Bank Depositories; F) Set Local Board of Appeals and Equalization Meeting Date; G) Approve 2012 Residential Recycling Agreement with Anoka County; H) License for Use of Digital and Oblique Aerial Photographs; I) Approve Agreement with MPCA for Monitoring Well for Hidden Haven Park; J) Approve Submission of Grant Application for 189<sup>th</sup> Ave and Buchanan St; K) Resolution 2012-05 Accepting Donation from the Ham Lake Chamber of Commerce; 6.0 C.2 Resolution 2012-06 for Exploration of Possible ATV Trail; 7.0 B.3 City Engineer – Contract Addendum No. 7. Boyer seconded; all in favor, motion carries.**

Adopt-A-Park Program    Davis explained that city staff has been contacted by residents and organizations looking to volunteer in the community by helping to beautify our local parks. With the establishment of an Adopt-A-Park program, we can formally recognize these individuals and organizations, establish timeframes for suggested activities, and provide partnership opportunities for residents to perform volunteer beautification projects.

Residents would be able to adopt any of our parks on a first come basis and would be

required to perform maintenance and beautification activities two times a season. In recognition, City staff could provide a sign in each park that states who has adopted the park along with recognition in the City Newsletter.

The Parks Commission unanimously voted to recommend the creation of an Adopt-A-Park program for Council approval. Staff also recommends the approval of this program.

**Voss made a motion to consider creation of the Adopt-A-Park program. Boyer seconded.** Moegerle said in definitions, seasons is defined as May through October. It is not defined as seasons such as spring, summer, winter and fall. She said and so they only have to perform maintenance twice in a season defined as May to October and that is a long period of time. Moegerle said it is part of spring, summer and fall and so she was thinking this should be a minimum of two times a year, May through October. She said then, under Plan 6 & 7, there are inspections to be made for “visible safety hazards” by the adopter and then it is specified they will be completed by June 1<sup>st</sup> of each year. She said she thinks this should also be done in regard of visually inspecting the trees in the parkland. Moegerle said and she also has a question as to whether those inspections should also be twice a year. She said along with the issue of the maintenance that is twice a year.

Boyer said correct me if he is wrong, but he doesn't think we are abrogating the city's responsibility to keep the parks in a safe and clean manner. Moegerle said but we put the onus upon the adopter to visually inspect them twice a year, as opposed to once. She said and notifying the city, that is the point. Voss asked should it be more, is that your point? Moegerle said it only says once a year. Voss said it says twice a year. He said actually it says bi-annually which is incorrect, it should be semi-annually. Moegerle said correct and she thinks the visible safety hazards should be checked twice a year also.

Moegerle said the next issue, is in regard to paragraphs 9 & 13. She said it talks about the adopter providing significant supervision to participants 18 years or younger on site in Adopt-A-Park activities. She said she discussed this with Vierling a little bit. Moegerle said what she doesn't understand is what “Adopt-A-Park Activities” might be. She asked are they being sponsored and put on by the adopter? Lawrence said he thinks this is clean-up activities and it should specify. Moegerle asked or is it special activities? She said and if it is just clean-up and inspection shouldn't we specify that in there. Lawrence said you could list it as activities of clean-up and park maintenance. Voss asked your concern is the type of activities? Moegerle said there could be liability for the city if the adopter thinks because they adopted the park they can put on their annual family reunion, and perhaps those types of activities. She asked are there liability issues? Voss said he is missing something. He thought this was all about cleaning up the park and getting citizen ownership and involvement on cleaning up the parks. Lawrence said he thinks on paragraph 9 where it says Park Adopt, instead of activities it should talk about maintenance and care. Voss said that is what Adopt-A-Park is though. Lawrence said that is what it is, but it has what activities which could mean they are playing ball. Voss said playing ball has nothing to do with Adopt-A-Park.

Boyer asked Vierling if he has issues with the program? Vierling said the language could be cleaned up. He said he expected that the intent of the rule or the policy was to allow the adopters to put out a workforce or bring in a group of kids if they wanted to help for purposes of cleaning up the parks. Vierling said his question on 13 was to some extent where you place the risk of injury or loss. In essence, on what he assumes is a volunteer, it may have a very chilling effect on the program. He said he hasn't checked the city's policy

but he knows the League of Minnesota Cities (LMC) has an affordable rider for volunteers, for parks, roads and things of that nature. It would eliminate the need for that item in number 13; some people may be intimidated by that in terms of being a volunteer under that scenario. **Boyer withdrew his motion.**

**Boyer made a motion to table the Adopt-A-Park program for two weeks after the City Attorney has chance to review this. Lawrence seconded.** Moegerle said and direction to staff to clarify the other issues. Boyer said yes, he is fine with that. DeRoche said he has something he would like clarification on. He read the following: *A park or trail, or portions thereof, can be adopted by an individual, business, or organization from the City of East Bethel as designated by the Park Commission.* DeRoche said he doesn't know if he likes the idea of the Park Commission designating who will be adopting the parks or trails. He said he thinks that should be a Council decision and how they can suspend it, that shouldn't be a Park Commission decision either. DeRoche said everybody in the city pays for the parks. Boyer said he thinks it should go through Park Commission and they can make a recommendation to Council, just like everything else does. Davis said that is the general procedure we follow on everything else. **All in favor, motion carries.**

Res. 2012-07  
Awarding Bid  
for Water  
Treatment  
Plant No. 7

Jochum explained that as directed staff received and opened bids for this project on December 28, 2011 at 10:00 a.m. at the City Hall. A total of eight bids were received. The bids are summarized on the resolution. The complete Bid Tabulation that summarizes all the bids is included as Attachment 2. The project included the Base Bid and four Alternate Bids. The bid components and range of bid prices are summarized in your packets.

1. Base Bid

The Base Bid includes all labor, equipment and material to complete the following:

- Site Grading.
- Excavate, backfill, and compact soil material for footing construction.
- Construct footings.
- Construct water treatment plant building and necessary components to provide a completed structure as shown in the plans.
- Install electrical and control components.
- Install Filter No. 1 and process piping.
- Install water and sewer utilities from Wells No. 3 and No. 4 and from the water tower.
- Install sewer and water services.
- Construct parking lot and access roads.

The Base Bid prices ranged from \$1,737,300.00 to \$1,989,080.00. Municipal Builders, Inc. (MBI) was the low bid at \$1,737,300. MBI is the low bidder based on the base bid and any combination of the base bid and alternate bids.

2. Alternate Bid No. 1

Alternate Bid No. 1 includes the installation of Filter No. 2 and all appurtenances. MBI's Alternate Bid No. 1 bid price was \$145,000.

3. Alternate Bid No. 2

Alternate Bid No. 2 was optional and allowed the contractor to substitute alternate metering pumps. None of the eight bidders placed a bid for Alternate Bid No. 2.

4. Alternate Bid No. 3

Alternate Bid No. 3 includes the construction of an irrigation system at the water treatment plant site. MBI's Alternate Bid No. 3 bid price was \$7,000.

5. Alternate Bid No. 4

Alternate Bid No. 4 includes the construction of a perimeter fence around the water treatment plant site. MBI's Alternate Bid No. 4 bid price was \$22,251.20.

As previously discussed, the low bid for this project was \$1,737,300, which is approximately 18 percent higher than the preliminary cost estimate. Construction of the plant access road, additional treatment equipment and increased building size based on the pilot study and correction of muck soils for the utilities and access road contributed to the higher than anticipated bid price.

The original budget for the water treatment plant was approximately \$6,374,000, which included the following:

\$5,790,000	Construction Cost
\$450,000	Construction Administration
<u>\$136,000</u>	MCES SAC Charges
\$6,376,000	

Assuming only the base bid is awarded for this project, the total cost would be \$1,880,700, which is summarized as follows:

\$1,737,300	Construction Cost
\$130,000	Engineering and Construction Administration
\$10,000	Testing Services
<u>\$3,400</u>	MCES SAC Charges
\$1,880,700	

Jochum said assuming all alternates are awarded the total would be \$2,540,954.20. Staff reviewed the utility funds remaining in the bond proceeds to date and we did confirm that \$6,376,000 is still in the fund, plus another about \$1,000,000 is still in the contingency fund. He said so right around \$7,400,000 to be expended.

Staff recommends that Council approve Resolution 2012-07 awarding the bid to Municipal Builders, Inc. Further, staff recommends that Council consider which alternates, if any, will be awarded. Jochum said we further recommend that all four alternates be awarded or alternates, 1, 3 and 4.

**Voss made a motion to adopt Resolution 2012-07 Awarding the Bid to Municipal Buildings Inc. including the base bid of \$1,737,300 and alternate #1 in the amount of \$145,000 for a total of \$1,882,300. Lawrence seconded.**

Moegerle asked why not included alternates 3 and 4? Voss said it is spending money we don't need to spend. He said it is in a location of the city we don't need nice green turf. Voss said \$7,000 is the cost to install it, not it maintain it.

Moegerle asked what about a perimeter fence? Voss asked why do we need a fence around the building? Jochum said it is a remote area. He said he was thinking for extra security. But that is why we did it as an alternate. Voss asked but everything is inside the building? Jochum said correct. Voss said and no one will get in the tower. Jochum said the tower would not be fenced. Voss asked so it is just putting a fence around a secured building? Jochum said it is around 1200 feet of fence.

DeRoche asked what is our liability on this if we don't put a fence up? Vierling said well usually the cities try to take a look at, (since it was prompted primarily by homeland security), "what is the vulnerability of the structure itself?" Because obviously you have your water operations and domestic service in there. He said he doesn't know if your projected service on fence included any type of electronics. Jochum said building doors do, but not the fencing. Voss asked is the fence just chain link, no barbwire? Jochum said correct. Voss said he would argue you would have more liability with the fence, someone getting hurt climbing over. Vierling said you always have the issues of liability with a fence, and stormwater ponds. Engineers will argue that both ways. Voss said that he would agree with.

Jochum said that is one thing we may want to consider. He would suggest, we could easily fence just the south side which would include the infiltration pond. Boyer asked why don't we ask Homeland Security for the money for the fence? Because they will give it to us. Davis said we can do that, and there is one other consideration. We have to do a Wellhead Protection Program. Does this include fencing around the wellheads? Jochum said the base bid includes fencing the two well heads. He said this was at the request of the Department of Health. DeRoche asked so there is no way to monitor if someone was to pop one of those caps? Boyer said that is what he is saying. We could build a real fence. Voss said if the concern is the security on the outside of the building, \$22,000 can go a long way for motion detectors or whatever.

Boyer said he doesn't get dropping the irrigation. For \$7,000 we are going to have to maintain it anyways. He said we are not going to just have weeds grow in this place. DeRoche said what the heck, we have irrigation in the swamp. Moegerle said she can see having irrigation when it is a regularly traveled road and more visible to the public. She said she is more concerned about the fencing issue. The irrigation we can put in later. Voss said the fence is not going to protect anything. DeRoche said it will keep the honest guy, honest. Voss said but it is not going to stop the crooks, which is the intent of the fencing. He said it would be one thing if we had outside equipment. But, other than ponds, we don't have anything outside, right? Jochum said we do have a generator. Voss asked how big is it, no one is going to steal it. Jochum said yes, no one will steal it. Moegerle said she sees it both ways.

Moegerle asked if, at some later point, we say we want the fence, do we have to rebid it? Vierling said no, you can do it as a change order. Boyer said he would like to explore the Homeland Security grants. He said and if you start the project you are not eligible. Davis said we can do that and if those funds aren't available we can come back and consider this as a change order. DeRoche said he hasn't been to a water treatment plant that doesn't have a fence around it and there must be a reason for it. He said go to Andover or Forest Lake, if

he is not mistaken. Voss said Brooklyn Park just built a 20 million dollar building and it doesn't have a fence around it. Boyer asked is there a consensus that we defer the fencing and explore other financial options? **All in favor, motion carries.**

Resolution  
2012-08  
Ordering  
Improvements  
and  
Preparation of  
Plans and  
Specifications  
for the  
Jackson Street  
Reconstruc-  
tion Project

Jochum explained that the Roads Capital Improvement Program (CIP) was approved at the July 6, 2011 City Council meeting. The CIP identified one project that staff is requesting preparation of plans and specifications. The project includes the reconstruction of Jackson Street from 181<sup>st</sup> Avenue to Viking Boulevard. A project location map is included as Attachment 1.

A draft set of construction plans was completed for this project in 2005. The plans need to be finalized and bid documents need to be prepared. The segment of this street north of 189<sup>th</sup> Avenue is also identified in the Master Plan to be serviced with municipal sewer and water. This item will also need to be reviewed.

The total estimated construction cost for this project is \$1,163,350. The cost estimate is included as Attachment 2. The total indirect costs remaining for this project are estimated to be \$149,755 as outlined in council agenda item 7.0 B.3.

Attached is Resolution 2012-08 authoring City staff to prepare Plans and Specifications for the Jackson Street Reconstruction Project. Assuming there are no major issues with right-of-way acquisition or wetland permitting, it is anticipated that staff will provide council with Plans and Specifications for consideration at the May 2, 2012 City Council meeting. At that time staff will request approval of Plans and Specifications along with approval to solicit bids for the project.

**Boyer made a motion to approve Resolution 2012-08 Ordering Improvements and Preparation of Plans and Specifications for the Jackson Street Reconstruction Project. Moegerle seconded.**

Voss said this was probably the fourth year that Jackson was deferred because of the thought that this might be torn up because of the utilities. He asked are we still thinking in that utilities will go in here in the future? Jochum said we were going to bring Council some options of where to put the utilities, in the street or otherwise. Voss asked if we don't put the utilities in, and we put the road in, because this is an MSA route, we can't tear it up for how long? Jochum said that doesn't matter, you can't use MSA funds on any of the utility work. Voss said he understands, but when you put down a MSA road isn't there a restriction on when you can open up the road again, or is he confusing this with another state. Jochum said no he doesn't think so. Voss said so if this goes down next year and a year or two from now we decide to put utilities down our option is to tear up the road and put utilities in or we can acquire right of way. Jochum said we are going to bring this back to Council to decide either we are putting in utilities or not.

Davis said what we are getting at is we will make a presentation whether utilities are warranted or not. He said there is really only one segment of Jackson that has the densities to serve sewer and that is from 189<sup>th</sup> north of Viking Blvd. Davis said everything south of there is only really one developable parcel. So it really wouldn't make any sense to have the extension down that far. He said we have looked at several different options and it could be provided without going in the street. Voss said he thought part of the reason we needed Jackson was to loop the water. Jochum said right, but there could be some looping options through Our Saviour's instead of through Jackson. That is what we want to discuss.

Davis said that section is an urban section anyway. It currently has curb and gutter on it so there is room within the existing right-of-way to install a waterline. Jochum said that brings up a good point. Maybe part of discussion and decision is to bring the people in and ask what their thoughts are. Voss asked how pressing is it to reconstruct Jackson? Davis, said it is our fourth most major east/west street. Traffic count is approaching about 1,500 vehicles a day. He said the pavement is deteriorating. We just keep patching and patching. Davis said there is nothing to say it couldn't be put off another year, but it would be best to try to get to it as quickly as possible. He said what we would like to do is when we come back with the Plans and Specs is come back with some options for you. Davis said what we don't want to do is come back with a plan with this and then in two year say now we need sewer on this. Voss asked what about using 189<sup>th</sup> as a north/south, he can see 189<sup>th</sup> being less of an issue when it comes to utilities. He said can we break that into two bids, north and south 189<sup>th</sup> because what he doesn't want to do is rush the discussion over utilities on there. Voss said because we are also going to talk about cutting over to Buchanan at the same time. Davis said we could do that, but we would have to revise some of our other plans. **All in favor, motion carries.**

Bureau of  
Criminal  
Apprehension  
Joint Powers  
Agreement

Davis explained that the BCA e-charging system enables agencies, courts, and prosecutors to streamline reports, have greater and more efficient access to information and provide improved interfacing between the courts, prosecutors and law enforcement agencies. The advantages for this service for the prosecutor's are:

- The ability to look up DUI reports via the website instead of requesting through the agency;
- The ability to draft a criminal complaint, have the prosecutor sign it, the agency sign, the judge sign, and filed with court electronically, so that no actual paper is involved.

The advantages for the law enforcement agencies are:

- The arresting officer no longer completes the tri-carbon copies and paperwork for DUI's. They enter all their information on the website at the time of the arrest, which is then distributed to Department of Public Service, the prosecutors, and the courts simultaneously.
- The agencies no longer have to send an officer up to sign and an officer to bring the complaint to court. They can review and sign the complaint at their workstation via a finger print swipe.

The advantages for the courts are:

- The complaints (summons, warrants, and rush order for detentions) can be submitted via the website, and that allows them to file it and enter it into MNCIS automatically.
- There are other integrations between the information received from the e-charging system that helps to automate the court, so that they don't have to manually enter information.

The participating prosecutors pay an annual fee of \$120 to access this service. There is no direct cost to the City for this program.

Staff recommends approval of the Resolution 2012-09, the Bureau of Criminal Apprehension Joint Powers Agreement as attached and the Court Data Services Subscriber Amendment as attached to permit participation in the BCA eCharging program.

**Voss made a motion to adopt Resolution 2012-09 Approving the State of Minnesota**

**Joint Powers Agreements with the City of East Bethel on Behalf of its City Attorney and our Police Department. Boyer seconded.**

Moegerle asked why does this include our police department which we do not have? We use Anoka County, because it says, “On behalf of our city attorney” (which is Mark Vierling and our police department) “enters into a joint agreement.” Vierling said you really don’t have a police department. You have a contract with Anoka County for policing services. He said the Anoka County Sheriff’s Department as well as the Anoka County Attorney will have a like agreement, just like this one that they will be signing. So you could really just strike that out. Vierling said this is a standard agreement that the BCA has out with all the communities they are servicing. He said he can tell you right now that the Anoka County Sheriff’s Department is not there today, but we expect they will be there in a couple months and you won’t have liability for Anoka County because they will have their own JPA with the BCA. Moegerle said so strike police department wherever it is written.

DeRoche asked he thought we went through a Joint Powers Agreement (JPA) when the County Attorney was in here and the Police Department was in here and we agreed to do at JPA with them to share information? Moegerle said she thinks that was to start the process that we were in favor of the information sharing to give information to the county so they would fund this. Voss said the Joint Law Enforcement Council has been talking about this for a while. DeRoche said he personally has problems with everything going electronic. Voss said he knows the deputies are going to love this. It is less paperwork and they are more on the road. Vierling said this is really a follow up from a pilot program that has been on-going for years and is fully engaged in Washington and Hennepin County presently. He said there are stringent audits that are in force with the BCA on accessing this data. Vierling said the BCA will come out to our office and other offices and do audits to make sure nothing has been accessed outside of what is authorized. He said and you have probably seen some newspaper reports where people have been fined, sanctioned and lost employment for going outside of this.

**Moegerle made an amendment to the motion to strike police department in the title and anywhere it is mentioned in the resolution.** Voss asked is that going to be a problem with the county. Vierling said no, you have a contract with the county and they will have their own JPA. Boyer said he thinks it is moot, but that is fine. Voss said he thinks it is also, and as he said before, he we have police department in our code. **DeRoche; nay, Boyer, Lawrence, Moegerle, Voss; aye, motion carries.**

Appoint  
Anoka County  
– Blaine  
Airport  
Advisory  
Commission  
Member

Davis said the City has become a member of the Anoka County-Blaine Airport Advisory Commission. Membership on the Commission enables the City to keep abreast of developments at the airport as they relate to economic development through access to general aviation facilities and as part of the overall transportation element. The Commission is advisory only and there are no dues or costs to the City to belong. Current municipal members on the Commission include Circle Pines, Blaine, Mounds View, Lexington, Lino Lakes and Anoka County. City Council may appoint one member and an alternate to the Commission.

Staff is seeking direction from City Council as to the appointment.

**Moegerle made a motion to recommend Ed Fiore to be appointed to the Anoka County-Blaine Airport Advisory Council. DeRoche seconded.** Moegerle said Ed Fiore lives at Coon Lake Beach. He was on the Minneapolis Airport Commission (MAC), he was

very active with it and is just very knowledgeable. Voss asked if this is an appointment, shouldn't we get an application, isn't there a civil process? Davis said since this is a non-voting thing (this is like the appointment of the TH65 Coalition members) and it is entirely up to you if you want to go through that process. Boyer said he is still representing the city. Voss said he thinks at least having some background. Boyer said yes, just having an application. Voss said he doesn't necessarily have to come to the meeting. Boyer said he certainly seems qualified. Moegerle asked as far as an alternate to the commission what are you suggesting? Davis said he would suggest that we appoint either a Council Member or staff as an alternate. Moegerle asked do they meet during the day? Davis said no, their meetings are in the evenings. He said it is quarterly. Davis said he would be willing to go to this, it is only four times a year.

**Boyer made a motion to appoint Jack Davis as the alternate to the Anoka County-Blaine Airport Advisory Commission. Lawrence seconded; all in favor, motion carries.**

#### Ady Voltedge Contract

Davis explained that at the December 21, 2011 meeting City Council selected Ady Voltedge as the consulting firm to conduct the marketing and branding plan for the City. The base proposal presented by Ady Voltedge proposed a Positioning and Branding and Marketing Plan study as indicated on Attachment #1 for a cost not to exceed \$31,005. In a follow up discussion with Janet Ady on December 22, 2011 and again on December 30, 2011, an alternate proposal was presented which provides City Council with additional options to expand the scope of the study. These alternative proposals were based on Ady Voltedge's analysis of our situation after the RFP solicitation and the interview of candidates for selection.

The two major options are the offerings of a Target Industry Analysis and an Economic Development Plan Review. The Target Industry Analysis would determine industries with the potential to be a match for location in East Bethel. The cost for this element would be \$15,510. The Economic Development Plan Review would focus on review of the City's Comprehensive Plan with emphasis on the transition from a diversified rural area to a rural growth center, the vision for a City Center and the apportionment of sewer land between land use categories. The cost for this element would be \$20,120 but the base proposal price would be reduced to \$28,125 due to duplicate work elements for each item. The total cost the addition of this alternative to the base proposal would be \$48,245. See Attachment #3 for additional details for these proposed components.

The addition of the Economic Development Plan Review would not only address the items listed above it would be an essential component of our Comprehensive Plan update. An added value of the Comprehensive Plan update, aside from its value as a development guide, is the eligibility for Met Council project funding. The Economic Development Plan Review would also allow the City to combine the best planning practices with economic development needs to produce a Comprehensive Plan that reflects unification of both of these concerns.

There is currently \$25,000 included in the professional service fees and \$22,488 in the EDA's contingency fund to cover this cost in the 2012 EDA budget. Should the option of approving the Economic Development Plan Review alternative be selected an additional \$757 would have to be charged within the EDA budget.

Selecting the Economic Development Plan Review option would increase the total cost of

the contract to \$48,245. Selecting the base proposal would cost \$31,005.

Staff feels that the Target Industry Analysis, as proposed by Ady Voltedge, is premature at this point. However, it would be a useful asset, once we establish our basic marketing plan and branding position. Staff does feel that there is value in the Economic Development Plan Review and recommends that Council consider this option for contract approval in addition to the base proposal. This option was also presented to the EDA at a meeting tonight and the EDA also recommends that the Council approve this option. Voss said we can always add this option.

**Voss made a motion to approve the Ady Voltedge Contract including the base proposal and the Economic Development Plan Review option for a not to exceed \$48,245.**

**Moegerle seconded.** Moegerle said Ady explained this very well on the conference call. She said it makes sense to have this outside view of the comp plan. **Boyer; nay, DeRoche, Lawrence, Moegerle, Voss; aye, motion carries.**

Commission/  
Committee  
Assignment  
2012

Attached is worksheet with the Commission/Committee assignments for 2008-2011 and provisions for 2012. Staff is seeking direction on these assignments.

Boyer said he is willing to serve on the Cedar Creek committee, but is too busy to serve on anything else. Moegerle said she will serve on the Sandhill Crane. Lawrence said he will serve on the EDA. DeRoche said he will do Fire, Roads and Finance. Voss said it has been five years since he has been the fire liaison and he would like to be the liaison. DeRoche said the reason he thought he would do it is, it has taken a year to build the relationships and get to know everyone. Voss said the purpose to be the liaison and by rotating liaisons is you get an understanding of what other commission do. Moegerle said she thought the liaison was supposed to inform the Council about what is going on in some of these committees. Voss said it is the liaison to the commission. He said staff reports back to Council. Moegerle said but staff doesn't attend some of these things. Boyer said he doesn't like the rotating idea. Moegerle said she doesn't care for it either. Boyer said continuity is more important than rotating. Lawrence asked Voss if he wished to remain the police liaison. Voss said yes, unless someone else wants it, he is more than happy to rotate that through. Voss said he would like to suggest another Council Member be involved with the watersheds. Lawrence took the watersheds and Voss took the Park Commission. Boyer said he would stay on the finance committee.

**DeRoche made a motion to accept the Committee/Commission Assignments for 2012 as follows: Acting Mayor: Council Member Moegerle, Road Commission: Council Member DeRoche, Park Commission: Council Member Voss, Planning Commission: Council Member Moegerle, Watershed Management Organizations: Mayor Lawrence, Cedar Creek Committee: Council Member Boyer, Sandhill Crane Committee: Council Member Moegerle, Fire Department: Council Member DeRoche, Police Liaison: Council Member Voss, Booster Day Committee, Council Member Voss and Mayor Lawrence, Finance Committee, Council Member DeRoche and Council Member Boyer and EDA, Council Member Moegerle and Mayor Lawrence. Boyer seconded. Boyer, DeRoche, Lawrence and Moegerle, aye; Voss, nay; motion carries.**

Council  
Reports -  
DeRoche

DeRoche said he got a call from Fire Chief DuCharme yesterday and he dropped some paperwork off. He said there were 521 calls for the fire department. Rescue and EMS was 306, hazardous conditions/no fire was 47, service calls were 25, good intent was 95, false

alarm/false calls were 11. DeRoche said the fire department has a full training schedule coming up. He said they asked him if he was interested in refreshing his EMT, might be something to do, he has no desire to go all the way up to medic again. DeRoche said there have been a few grass fires, people thinking it is okay to burn but it hasn't really worked out to well. Boyer asked where are we for burning permits right now? Davis said there is no burning ban. He said there was actually one issued on Sunday from DNR, but then the snow came.

Council  
Reports –  
Boyer

Boyer said he had some discussions with Davis about the road conditions after the last snow, especially along on Durant and Wild Rice where we could have used a Zamboni. He said he thinks we have gotten to the bottom of that, but if anyone else is having issues with their city roads give him a call at 434-0637.

Council  
Reports –  
Moegerle

Moegerle said we had a couple conference calls with Janet Ady with regard to the EDA Commission. She said we also met tonight in special session and are going to have a meeting on February 11<sup>th</sup> to do some brainstorming, come up with projects and planning on what we want to accomplish in 2012. Moegerle said this will be a Saturday and she is really looking forward to setting a track of what we want to accomplish. She said out at the beach the road clearing was tremendous. On New Years Day at 12:30 a.m. they were out there. Moegerle said she is sure staff was disappointed to be out there, she was pleased to see them working.

Council  
Reports -  
Lawrence

Lawrence said wrapping up the last year a few things we have done in the city. He said we started this big city sewer and water project, quite an undertaking. Lawrence said we also have a new Connect Anoka County, bringing high speed fiber optic cable to our city. He said we had the East Bethel HRA, we prevailed on a court case against Anoka County and now we have moved on and started our own EDA. We have a city trails program, working with those trying to get those in good form. He said we are starting a new city website, it is still way under progress going to take a while to get that up and going. Lawrence said we are reevaluating the Castle Towers Water Treatment Facility. He said the next big thing going on is GRE he is sure we are going to hear from the people on Route A on that. Lawrence said we have our Oil Recycling Center up and running, we had a lot of issues there. He said we did a lot of work with our budget and taxes, we have them down overall 11.4%. Lawrence said we have a new cable company in the city, an upgrade we hope most people are enjoying. He said and the major event happening is hopefully we will be breaking ground on the traffic light on 221<sup>st</sup> and Hwy. 65 soon. Lawrence said we have been building outreach with surrounding municipal cities in efforts to approve our cities image with public and private agencies. He said we hired a firm through the EDA to get the city on track, to help us with our organization skills, to get more business in the city so people can come in the city and open more businesses. We have a new year coming and looking forward to many more challenges.

Adjourn

**Boyer made a motion to adjourn at 8:36 PM. Voss seconded; all in favor, motion carries.**

Attest:

Wendy Warren  
Deputy City Clerk

## EAST BETHEL SPECIAL CITY COUNCIL MEETING

January 4, 2012

The East Bethel City Council met on January 4, 2012 at 6:30 PM for a Special City Council meeting at City Hall.

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

ALSO PRESENT:              Jack Davis, City Administrator

Call to Order      **The January 4, 2012 Special City Council meeting was called to order by Mayor Lawrence at 6:33 PM.**

Adopt Agenda      **Boyer made a motion to adopt the January 4, 2012 Special City Council Meeting Agenda. Voss seconded; all in favor, motion carries.**

Planning              Davis explained the first person scheduled for interview is Eldon Holmes, there is a letter  
Commission              before you, Eldon couldn't attend.

Interviews

Davis said we will move on to the second applicant Mr. Greg Hunter.

Lawrence said you have many years of experience in the city. Hunter said yes, he brings a little bit of background and he can bring that to the table, bring that to the committee. He said he did apply for both the EDA and the Planning. Hunter said he doesn't know your ordinances are wrote, if you can serve on either or both. He said so he would entertain if it is possible to be on both, but whichever one that the Council would see that would fit better, would be nice. Moegerle asked if he has a preference? Hunter said no. Voss asked why he wants to come back? Hunter said he wants to be involved. He said we should have fifty people applying, but at least you have a few to choose from and that is nice, a fun thing. Hunter said because he is so used to walking in the door, with the little bit of background he has had. He said and he believes we are going to be seeing some nice growth here in the future and it would be nice to be part of that.

Lawrence asked what have you done in planning in the past that you feel would be applicable to this situation? Hunter said he was on Planning and Zoning for two years, then on Council for four years, was the liaison for one of those years. He said then when his Council term ended he was on Planning and Zoning again for roughly a year and a half and then once he got elected mayor obviously he stepped away from that. Boyer asked weren't you liaison to Planning and Zoning when you were mayor? Hunter said yes. Lawrence asked what would the area of your specialty be in Planning and Zoning? Hunter said knowing the direction we have come from in the last twelve years, bringing that information. He said there are the unsaid things and how we have progressed or where we have come from that he can bring to the table, that information.

DeRoche asked what kind of educational background do you have? Hunter said basically he graduated from Blaine High School for educational background. He said he has been the construction industry, owned his own business for ten years. Hunter said ran two other businesses for eleven years in combination. He said he has been in the construction industry all his life. Hunter said his dad had a sewer and water business. He has been around that part of the construction industry. Hands on experience.

DeRoche asked what do you think it is going to take to make the sewer and water project work. Hunter said the pipe is going in the ground. So he thinks what you are you asking how is it going to fund itself? DeRoche said sure. Hunter said basically it was set up to be funded by the users of the system. He said and as more users come on to the system, that will get paid by those users. Lawrence asked in your experience as mayor and such, do you have any outside contacts that would be interested in coming to East Bethel? Hunter said as we all know, the economy is what it is. He said he thinks you have a proposal that has come forward; he doesn't know all the particulars about it. So people are looking to expand, some people are looking to if they have two locations and make them one. Hunter said he still believes we are in a great situation here. He said when that big ticket comes, which may be soon; there will be other things that come along. Lawrence said some of the issues that have come up is talk about the kind of structures that are put up, and that would be done through Planning and Zoning. He said the style of the building that would make this name of East Bethel stand out a little different than any other city. Lawrence asked do you have any preferences on how you would go about creating that identity for new businesses? Hunter said that is all part of the overall plan. He said we as a city have started that tool, that process, architectural controls already. Hunter said it just depends on if you have a dental or a big box or whatever comes in and you look at those proposals to see what would be the best fit for the area.

Davis explained that Joe Pelawa could not make the meeting tonight.

Davis said the next candidate is Glenn Terry.

Voss asked Mr. Glenn Terry to talk about himself. Terry said he has been serving on the Planning Commission since 1997 with the exception of one year. He said every since Mr. Voss left the commission, he has been chairman, except since we started alternating this and it became a one year term. Terry said since he has been doing it every other year. He said it wasn't something he was looking at doing, but Voss left he recommended him, and it wasn't as complicated as he thought, you have to just run an orderly meeting and give everyone a chance to speak without getting off topic too much.

Lawrence asked where do you see us going from this day out? Where do you see Planning and Zoning in the next couple years? Terry said hopefully because of the initiative of the sewer and water project, hopefully there will be businesses coming in to take advantage of what we are offering. He said so he sees Planning right in the middle of trying to discern what is the best fit for East Bethel, in terms of businesses and in terms of the overall vision of the city to allow for that growth without turning into a Blaine. But turning into something that is more appropriate for East Bethel. Terry said he feels that his background which is in architectural design, before he became a fine artist helps him to weed out (so to speak) things that are and things that aren't. He said and having gone through a lot of esthetics where we have had businesses that are a real burden on the city and we go to court and we have had to spend a lot of resources, gone through a lot of staff time and money, he thinks it is important to be careful about that. Terry said not just feel we have to let everything in because we have to pay for sewer and water. He said we have to stick to a high enough standard so we don't get the city in further trouble due to a lack in planning.

Lawrence asked how long have you been in architecture design? Terry said he graduated in 1985 and 1987 he realized he had the ability to create art. He said so he pursued that, but he has still done architectural design in the early years of that, he has just done quite a bit less

since the art has been full-time with sculpture and mural painting. So mid 80's until early 2000. Voss said Lawrence mentioned earlier, with Hunter, about design standards and architectural management in terms of development. He said and he will just say ten years ago you were pushing that on Planning Commission and no one really wanted to listen to you. Voss said we have had discussion on this, so how do you look at this on how this could drive development? Terry said doesn't see that as driving development. He said he sees it as trying to keep it from going in the direction of trying to maintain a standard. Terry said actually how it could drive development is, if you maintain a higher standard, it will attract more of the same. Whereas if you have a city that just looks like a bunch of car lots and outside storage and things, certain businesses won't see their image fitting in there. Terry said but if you maintain a standard that looks interesting, perhaps innovative, different than the usual, that might attract people that to do that.

DeRoche asked how do you see development in an urban environment getting along with the rural environment? He said East Bethel is still to him pretty rural. DeRoche said development/businesses are going to come up here, how do you see the two mixing. Terry said one thing we don't have and he misses is a downtown area; a place where you go meet people. He said we are all spread out in a beautiful setting, but we don't have a place where we come together as a community that much. Terry said he thinks this is a good thing to have, which is the city center idea. He said he sees it being focused in area rather than all over the place, focusing it in a city center would be more apt to bring people together. DeRoche said that makes sense.

Moegerle said recently there was an occasion in which an applicant for a Home Occupation permit obtained that permit even though the use it was put to was not a permitted use in the zoning codes of East Bethel. She asked his opinion on that. Is that a practice we should continue? Moegerle asked is that a way to start testing if we should start expanding the zoning limits? Terry asked was this a variance of the ordinance? Moegerle said no, it wasn't a variance; the home occupation permit was for a home auto repair business and used motor vehicle sales. She said it was an expansion of what is permitted in our business districts. Moegerle asked is that a pattern we should continue; that home occupations should be expansively applied or should it be more limited to what is in our zoning ordinances?

Terry said he doesn't think a blanket expansion of things outside of the ordinances is a good idea. He said but he thinks each thing should be handled on a case-by-case basis. Terry said analyzed on what the history of the applicant is, have they shown themselves to be a reputable business elsewhere? Just to review the circumstances and to give people the benefit of the doubt of they haven't shown themselves to be a nuisance or a problem. Moegerle said but this was a use that was not permitted in our business districts. She said so that is her question, what is the use of our business zoning ordinances compared to our home occupations? Terry said he thinks the zoning ordinances, just for an example, we were exploring the idea of should we let back in used car lots where they currently aren't allowed. He said and from his experience of our city trying to get rid of those, he did not understand why we would want to change back to that. Terry said as far as how that would apply to home occupations, it is an entirely different circumstance, because the business has to fit into the residential character. He said it has to not be a negative impact on that and our ordinances address that with other issues such as the noise; certain criteria they have to meet in respect to whether they have a business there or not. Terry said he doesn't think there is anything wrong, especially with our economy, with trying to encourage home occupations that may not be what we thought of before so they weren't addressed. The idea of it being new and different isn't a bad thing, just because it isn't addressed in our ordinance. Terry

said but we have to be sure it isn't going to create a situation with the neighbors where they are unhappy and calling the city to intervene because somebody is abusing that privilege.

DeRoche asked you don't see that as setting precedent? Terry asked what is the precedent? DeRoche said he will use the auto repair sales. He said so he decides hey, you know what, now I want to do the same thing. DeRoche said and he goes to do it and the city says, "No we can't let you do that." He said so now what do you do? Because now you are threatened with a lawsuit because you allowed it here and you didn't allow it here; even though both people might meet the same standards. Terry said Planning Commission reviews the applications and the history of the neighbor relationships, and makes a recommendation to Council based on the information we are given. He said we don't have the city attorney sitting next to us giving us information on whether this is a good idea or not. That is where you guys come in and are able to put the full weight of the law behind your decisions if, in fact, that shouldn't occur. Terry said he doesn't have a strong opinion on whether that is a good idea or not. He doesn't think setting a precedent is a good idea. Terry said but from the standpoint of Planning Commission, if we are looking at an applicant and it looks like they are going to do something positive in the community, he doesn't see a problem with passing that on to the city where they have other considerations to look at. DeRoche said he asks a lot of questions, normally because he plays the devil's advocate. He said you have to look at both sides of everything. Terry said and he doesn't come to Planning Commission with a biased opinion to an applicant.

A ballot vote was taken and the top three were Eldon Holmes, Joe Pelawa and Glenn Terry.

Road Commi-  
ssion  
Interviews

Davis said the first interview for Road Commission is Dennis Murphy.

Lawrence asked what makes you want to do the Road Commission? Murphy said he is just finishing up one term and interested in continuing if you will have him. Moegerle asked what is your background? Murphy said he has no background that relates to the Road Commission. He said he has a commercial construction background and worked in that for a number of years, had a business of his own for a while. Murphy said he really got involved in the Road Commission as a way to be involved in the community. DeRoche said you have pretty good knowledge when we are in the meetings. Murphy said as you know the Road Commission, we are not a think tank. He said Davis previously and now Ayshford bring topics to the board. There is a lot in the road area around maintenance schedules, decisions have to be made on how to juggle things a lot really.

Murphy said he thinks his input as a city member, without a lot of roads technical information in his head, allows him to be able to speak for a lot of people. Lawrence asked how long he has been serving. Murphy said three years. Moegerle asked in the list of priorities, where is paving Klondike Road? Murphy said we must discuss Klondike every third meeting. It is a road gone bad, that needs a ton of money thrown at it to be a decent road. He said eventually something is going to have to happen there. We would sure like to see some development and have it happen that way. Murphy said with the amount of traffic between east and west there, eventually some money is going to have to be thrown at it.

Davis introduced Lori Pierson. DeRoche asked what drew your interest to the Road Commission? Pierson said she has been in construction/grading since 1988. She said we built a lot of the roads in East Bethel here. Pierson said she was on Planning Commission for eight years. She said she came in October to the community meeting and there were openings and she talked to staff members and she had Tuesday evenings free. Moegerle said

your letter was very impressive with regards to your experience. She said she felt like that was very helpful. Moegerle said it seems like a very natural fit for you. DeRoche asked what state do you think the roads are in now? Pierson said the one she drives most often, Sandy Drive needs some updating. She said there are some that are probably overdue. Pierson said but with the economy the way it is, you prioritize. Voss asked what roads did you build? Pierson said she would have to look at the list. She said we did a lot of work for the city.

**Moegerle made a motion to appoint Dennis Murphy and Lori Pierson as Road Commission members with terms from January 5, 2012 to January 31, 2015 for both. Voss seconded; all in favor, motion carries.**

EDA  
Commission  
Interviews

Davis said in doing some research this morning we found out that when the EDA By-Laws were amended the composition of the EDA was not included in the description (two Council Members and five citizen members). He said and also the Ad-Hoc committee members (Tom Larson, Sherry Allenspach, and Mike Connor) were not recognized as full members. Davis said the EDA had a meeting prior to this meeting to discuss the Ady Voltedge contract. He said and even though they couldn't take an official vote on it, (because we only had three official members present) there was a recommendation to amend the by-laws to correct these oversights and then do the EDA Interviews for the vacant position. Davis said it is staff's recommendation that Council may want to table this matter until that is completed. He said we would propose to have this before you on January 18<sup>th</sup> and then we could further proceed on the interviews for the EDA vacancy.

**DeRoche made a motion to table the EDA Commission Interviews until the by-law issues are addressed. Moegerle seconded.** Voss said so he understands the positions of the EDA members are not in the by-laws. Davis said the by-laws only address the officers. They didn't define the composition of the EDA which is to be composed of two Council Members and five citizens. He said and also the ad-hoc members from the previous EDA composition were never appointed (to regular membership) so they are still ad-hoc members. Voss said we had that in the by-laws before, that is how we established the EDA. So when this was redone last fall the memberships were removed/deleted? Davis said it was an oversight that the ad-hoc members were not appointed as regular members. Voss asked can you do that with the by-laws or do you have to appoint? Davis said Council would have to appoint. He said also, Tom Larson's term is expiring.

Moegerle said which adds an extra wrinkle about the schools, because Tom Larson was the representative from the schools. She said the by-laws do not address whether one of the members will be a school representative. Moegerle said so there is the issue of whether we want to create another Ad-Hoc position for the schools or whether there should be a position on the regular EDA of a school representative. That hasn't been addressed. Voss said staff will send information out to us for discussion. **All in favor, motion carries.** Lawrence said we apologize to those that came for an interview. He said we need to get this cleaned up before we move forward.

Appoint  
Planning  
Commission  
Members

**Moegerle made a motion to appoint Eldon Holmes, Joe Pelawa and Glenn Terry to the Planning Commission for terms from January 5, 2012 until January 31, 2015 for all three. DeRoche seconded; all in favor, motion carries.**

Voss asked didn't any terms on the Park Commission expire? Davis said yes, we had two expirations, but no one applied by the deadline. He said but we did get an applicant today

January 4, 2012

East Bethel Special City Council Meeting

Page 6 of 6

and that interview will be on the next regular City Council agenda.

Adjourn

**Moegerle made a motion to adjourn at 7:13 PM. DeRoche seconded; all in favor, motion carries.**

Attest:

Wendy Warren  
Deputy City Clerk

## ANIMAL CONTROL CONTRACT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Gratitude Farms (hereinafter referred to as the "Contractor") and the CITY OF EAST BETHEL, a municipal corporation, located within the County of Anoka and State of Minnesota (hereinafter referred to as the "City").

**WITNESSETH:** In consideration of the covenants and agreements hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. This Agreement shall be effective as of January 1, 2012, and shall continue in effect until December 31, 2012 unless otherwise cancelled pursuant to paragraph 14 hereof.

2. **Patrol.** Contractor agrees to patrol the public streets of the City in a vehicle designated for transportation of animals in accordance with the schedule agreed to by both parties. The Contractor shall provide services in accordance with the attached schedule (Animal Control Proposal) and shall be directly responsible to the City. The vehicle operated by the Contractor shall have proper identification displayed on two sides and the back including the words "animal control", and Contractor further agrees to ensure service and maintain said equipment in good working order. There will also be available leashes and a snarem at all times in the vehicle. Gratitude Farms agrees to insure service and maintain said equipment at its own expense.

3. (a). **Place of Impoundment.** All animals collected and impounded shall be kept at 22359 Bataan St, East Bethel, MN 55011. Contractor agrees and warrants that all animals impounded shall be kept in a comfortable and humane manner for the period required by City Ordinance or state statute as appropriate. Contractor may temporarily board at an emergency facility if access and/or treatment are not immediately available at our facility.

The vehicle used will have at least one kennel designed for animal transportation along with being equipped with leather leashes and a snarem.

(b). **Callout.** Contractor shall respond immediately to any callout if directed by an authorized City representative. Acknowledgment of the call will be made within 15 minutes of the time of the call and will provide an estimated time of arrival at the location of the problem. Response to the site will not exceed two (2) hours from the initial call for service. Gratitude Farms will provide the City with current contact information, including but not limited to office, cell and pager numbers.

4. **Insurance.** The Contractor shall provide liability insurance on her automobile and shall provide her own automobile for purposes of supplying the services provided under the terms of this contract. The Contractor shall also provide comprehensive general liability insurance for herself to perform the services of animal control for the City as provided for within this Agreement. That a true and correct copy of the Certificate of Insurance for both automobile and general liability coverage will be filed of record with

the City offices by the Contractor as of the date of execution of this contract.

5. The City authorizes the Contractor to apprehend and retain dogs and other animals and/or issue citation tags for violations of the City ordinances related thereto. However, the Contractor shall not invade private property contrary to the wishes of an owner of said property nor forcibly take an animal from any person without the approval and assistance of a peace officer of the City.

6. **Impoundment, Boarding and Related Charges.** Animal Control Services to the City of East Bethel: \$250 per month, in addition to call out, patrol and boarding fees. Issuance of city dog license shall be done by appointment by the contractor at no additional cost to the city. Daily boarding fees are charged for any and all portions of a calendar day that an animal is boarded. Any and all other fees charged must be approved by the City. The attached fee schedule is incorporated by reference herein as **Exhibit A**.

7. **Reporting.** The Contractor shall provide periodic reports to the City at intervals requested which indicates the hours patrolled, the number of animals impounded, warning tags and violation notices issued, and other such information as requested by the Animal Control Commissioner for the City.

8. Prior to the release of any dog impounded by Contractor at the City's request, Contractor will request that the owner provides a valid City animal license (if applicable), owners' driver's license and/or a state issued identification card, and will obtain a copy of the current rabies vaccination certificate. Copies of drivers' licenses and rabies certificate along with animal license information can be requested by the City.

9. In the event an animal is impounded and boarded by order of the City, a court of competent jurisdiction or the City Council, or is placed under quarantine by statute or ruling of the State Department of Health, Contractor shall board such animal as required by this order or ruling plus an additional six days. At the end of such period, the City shall release all of its interest, right and control over the animal that may then be disposed of at the discretion of Contractor. In the event that any dogs, cats or other impounded animals are unclaimed after five (5) days, they shall become the property of Contractor and shall be surrendered to Contractor to be disposed of or sold at their discretion. All proceeds from the disposition of such animals may be retained by Contractor including any proceeds from any animals disposed of in accordance with Minnesota Statutes 35.71 as an offset to costs incurred.

10. The City shall furnish to Contractor any special forms or receipts specified in City Ordinances or by the City's record keeping/accounting procedures and Contractor shall keep records of all animals impounded together with description of the same.

11. The Contractor shall assume all liability for all harmed animals due to her negligence, or that of her employees, in not properly caring for same and agrees to defend all lawsuits arising therefrom. The Contractor agrees to defend and indemnify and hold

the City harmless, including its officers, employees or agents, from any and all claims, suits, losses, damages or expenses on account of bodily injury, sickness, disease or death and of property damage including injury to animals as a result of, or alleged to be as a result of, the Contractor's animal control operation.

12. The Contractor agrees that during the period of time of this contract it will not, within the State of Minnesota or elsewhere, discriminate against any employee, or applicant for employment, because of race, color, creed, sex, national origin or ancestry and will include a similar provision in all subcontracts entered into for the performance hereof. This paragraph is inserted into the contract to comply with the provisions of Minnesota Statute 181.59.

13. Notices pursuant to this Contract shall be addressed as follows:

a. To Contractor: Tammy Gimpl  
Gratitude Farms  
22359 Bataan St NE  
East Bethel, MN 55011

b. To City: City Administrator  
City of East Bethel  
2241 221st Ave NE  
East Bethel, MN 55011

14. **Independent Contractor.** It is understood and agreed that the Contractor is not an employee of the City but is an independent contractor solely responsible for her own payment of federal, state and social security withholding taxes. Further, the Contractor provides her own equipment with the exception for some equipment that may be made available for her use by the City in its discretion. The Contractor at no time shall hold herself out as an employee of the City, but will always identify herself as an independent contractor. No tenure or any rights or benefits, including Workers' Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to City employees, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

15. **Default and Cancellation.**

A. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default.

Unless the Contractor's default is executed, the City may, upon written notice,

immediately cancel this Agreement in its entirety.

B. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

16. **Subcontracting and Assignment.** Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of the City and subject to such conditions and provisions as the City may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

**CITY OF EAST BETHEL**

**CONTRACTOR**

By: \_\_\_\_\_  
Richard Lawrence  
Mayor

By: \_\_\_\_\_  
Tammy Gimpl  
Gratitude Farms

By: \_\_\_\_\_  
Jack Davis  
City Administrator

**EXHIBIT A**  
**SCHEDULE OF ADDITIONAL FEES**

**The following fee schedule is in addition to the \$250.00 fixed monthly rate for services.**

**Animal Owner Charges if Animal is claimed:**

\$50.00 one time administrative handling fee per animal  
\$25.00 daily board fee, statutory veterinary services at cost

**City Charges if Animal is unclaimed:**

\$50.00 one time administrative handling fee per animal  
\$25.00 daily board fee, statutory veterinary services at cost

**Call out and Patrol service fee:**

\$60.00/hr. for call out or patrol services between the hours of 8 am. – 6 pm.

\$80.00/hr. for call out or patrol services between the hours of 6 pm. - 8 am.

**(Call out and patrol services shall be billed in quarter hour increments.)**

**Contractor Consulting Services:**

\$75.00/hr.



## **NORTHERN TECHNOLOGIES, INC.**

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

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January 9, 2012

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

RE: Proposal for Materials Testing Services  
City of East Bethel Water Treatment Plant No. 1  
East Bethel, Minnesota  
NTI Proposal 2012

Northern Technologies, Inc. (NTI) is pleased to submit this Testing Services Proposal for the above referenced project in accordance with your Request for Proposal dated January 4, 2012.

### **Project Information**

The proposed project consists of the construction of new water treatment plant along with site grading, utility installation, and street and parking lot construction.

### **Scope of Work-Construction Materials Testing & Special Inspections**

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

NTI will provide qualified staff to:

- Observe the project excavations as they are performed to verify suitability of soils prior to placement of fill, verify subgrade beneath footings, and approve soils to be used for backfill for the project.
- Perform moisture/density testing of engineered fill placed beneath foundations, floor slabs and exterior pavements and walks, as well as exterior backfill against foundation walls and above utilities to document compliance with project compaction specifications.

Materials Testing Services Proposal  
Water Treatment Plant No. 1  
East Bethel, Minnesota

- Provide recommendations for moisture content and lift thickness of engineered fill placement to optimize compaction effort.
- Obtain samples of the concrete and test for slump, air content, temperature, and cast cylinders for compression strength testing.
- Inspect reinforcement of concrete structures before they are poured.
- Perform density and thickness tests of the bituminous pavement.

Testing and inspections will be performed as outlined in the project specifications, the Minnesota Building Code, ICC standards, and/or the ASTM Standards by a technician with the required MnDot Certification. Discrepancies with construction documents will be presented to the construction manager and/or contractor for corrective action.

Our activities will be coordinated with the construction manager and/or your designated representative. Daily reports outlining the inspection(s) and test(s) performed that day will be left with the site manager and sent to you along with our test results on a weekly basis. Upon completion of the project, a Special Inspection Summary report will be issued to you.

### **Project Team**

NTI proposes to provide an engineering staff consisting of:

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

### **Anticipated Schedule and Fees**

We propose performing the above referenced construction services during the 2012 construction seasons for the unit rates outlined in the attached fee schedule provided by you. Based on your anticipated quantities, fees for this project will be **\$8,325.00**.

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

An invoice for our services will be submitted to you monthly and is due within 30 days of receipt. The attached GENERAL CONDITIONS are an integral part of this proposal for services. This proposal is valid through March 15, 2012.

Materials Testing Services Proposal  
Water Treatment Plant No. 1  
East Bethel, Minnesota

**Acceptance**

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

NORTHERN TECHNOLOGIES, INC.

CITY OF EAST BETHEL



Anthony Francis, P.E.  
Project Engineer

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

Printed Name: \_\_\_\_\_



Stephen Johnston, P.E.  
Regional Manager/Vice President

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

Date \_\_\_\_\_

Attachments: General Conditions  
Fee Schedule

## GENERAL CONDITIONS

### SECTION 1: PROJECT INFORMATION

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

### SECTION 2: SAMPLES

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

### SECTION 3: FEE PAYMENT

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

### SECTION 4: OWNERSHIP OF DOCUMENTS

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

### SECTION 5: DISPUTES

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

### SECTION 6: STANDARD OF CARE

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

### SECTION 7: LIMITATION OF LIABILITY

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

### SECTION 8: INSURANCE

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

### SECTION 9: TERMINATION

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

### SECTION 10: ASSIGNS

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

**QUOTATION FORM**  
**Water Treatment Plant No. 1**  
**City of East Bethel**  
**Field Testing Work**

Schedule "A" - GRANULAR BORROW

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	GRADATION	1	EACH	\$100	\$100
2	RELATIVE DENSITY TEST (NUCLEAR)	1	EACH	\$50	\$50
3	MOISTURE-DENSITY TEST (PROCTOR)	1	EACH	\$95	\$95

Total Schedule "A"

\$ 245

Schedule "B" - EMBANKMENT SOIL - SUBGRADE FILL

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	RELATIVE DENSITY TEST (NUCLEAR)	10	EACH	\$50	\$500
2	MOISTURE-DENSITY TEST (PROCTOR)	1	EACH	\$95	\$95

Total Schedule "B"

\$ 595

Schedule "C" - AGGREGATE BASE CLASS V

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	GRADATION	1	EACH	\$100	\$100
2	MODIFIED DCP	3	EACH	\$50	\$150
3	RELATIVE MOISTURE	1	EACH	\$10	\$10

Total Schedule "C"

\$ 260

Schedule "D" - BITUMINOUS NON-WEAR COURSE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	CORES (DENSITY & THICKNESS, CUTTING BY CONTRACTOR)	2	EACH	\$35	\$70

Total Schedule "D"

\$ 70

**QUOTATION FORM**  
**Water Treatment Plant No. 1**  
**City of East Bethel**  
**Field Testing Work**

Schedule "E" - BITUMINOUS WEAR COURSE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	CORES (DENSITY & THICKNESS, CUTTING BY CONTRACTOR)	2	EACH	\$35	\$70

Total Schedule "E"

\$ 70

Schedule "F" - CONCRETE CURB AND SIDEWALKS

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	AIR CONTENT	3	EACH	\$55	\$165
2	SLUMP	3	EACH	\$55	\$165
3	FLEXURAL/COMPRESSIVE STRENGTHS (SET OF 3 CYLINDERS)	3	SETS	\$50	\$150

Total Schedule "F"

\$ 480

Schedule "G" - CONCRETE FOOTING

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	AIR CONTENT	3	EACH	\$55	\$165
2	SLUMP	3	EACH	\$55	\$165
3	FLEXURAL/COMPRESSIVE STRENGTHS (SET OF 3 CYLINDERS)	2	SETS	\$50	\$100
4	FOOTING INSPECTION/CERTIFICATION	1	LUMP SUM	\$300	\$300

Total Schedule "G"

\$ 730

Schedule "H" - STRUCTURAL CONCRETE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	AIR CONTENT	5	EACH	\$55	\$275
2	SLUMP	5	EACH	\$55	\$275
3	FLEXURAL/COMPRESSIVE STRENGTHS (SET OF 3 CYLINDERS)	5	SETS	\$50	\$250

Total Schedule "H"

\$ 800

**QUOTATION FORM**  
**Water Treatment Plant No. 1**  
**City of East Bethel**  
**Field Testing Work**

Schedule "I" - BACKWASH INFILTRATION POND

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	FALLING HEAD PERMEABILITY	2	EACH	\$275	\$550
2	EXCAVATION ALLOWANCE	1	LUMP SUM	\$1,500.00	\$1,500.00

Total Schedule "I" \$ 2,050

Schedule "J" - TRANSPORTATION AND MISCELLANEOUS

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	SITE VISIT	15	EACH	\$75	\$1,125
2	FINAL REPORT - SUMMARY AND ASSEMBLY OF ALL TEST REPORTS	1	LUMP SUM	\$400	\$400

Total Schedule "J" \$ 1,525

Testing Cost (All Schedules) \$ 6,825

Contingency \$ 1,500.00

Total Testing Cost \$ 8,325

By: Anthony Francis

Title: Project Engineer

Signed: 

Company: Northern Technologies, Inc

Date: 1/9/12

**QUOTATION FORM**  
**Water Treatment Plant No. 1**  
**City of East Bethel**  
**Field Testing Work**

Schedule "E" - BITUMINOUS WEAR COURSE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	CORES (DENSITY & THICKNESS, CUTTING BY CONTRACTOR)	2	EACH	40	80

Total Schedule "E" \$ 80

Schedule "F" - CONCRETE CURB AND SIDEWALKS

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	AIR CONTENT	3	EACH	25	75
2	SLUMP	3	EACH	25	75
3	FLEXURAL/COMPRESSIVE STRENGTHS (SET OF 3 CYLINDERS)	3	SETS	75	225

Total Schedule "F" \$ 375

Schedule "G" - CONCRETE FOOTING

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	AIR CONTENT	3	EACH	25	75
2	SLUMP	3	EACH	25	75
3	FLEXURAL/COMPRESSIVE STRENGTHS (SET OF 3 CYLINDERS)	2	SETS	75	150
4	FOOTING INSPECTION/CERTIFICATION	1	LUMP SUM	300	300

Total Schedule "G" \$ 600

Schedule "H" - STRUCTURAL CONCRETE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	AIR CONTENT	5	EACH	50	250
2	SLUMP	5	EACH	50	250
3	FLEXURAL/COMPRESSIVE STRENGTHS (SET OF 3 CYLINDERS)	5	SETS	75	375

Total Schedule "H" \$ 875

**QUOTATION FORM**  
**Water Treatment Plant No. 1**  
**City of East Bethel**  
**Field Testing Work**

Schedule "A" - GRANULAR BORROW

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	GRADATION	1	EACH	100	100
2	RELATIVE DENSITY TEST (NUCLEAR)	1	EACH	25	25
3	MOISTURE-DENSITY TEST (PROCTOR)	1	EACH	140	140

Total Schedule "A" \$ 265

Schedule "B" - EMBANKMENT SOIL - SUBGRADE FILL

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	RELATIVE DENSITY TEST (NUCLEAR)	10	EACH	25	250
2	MOISTURE-DENSITY TEST (PROCTOR)	1	EACH	140	140

Total Schedule "B" \$ 390

Schedule "C" - AGGREGATE BASE CLASS V

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	GRADATION	1	EACH	100	100
2	MODIFIED DCP	3	EACH	50	150
3	RELATIVE MOISTURE	1	EACH	30	30

Total Schedule "C" \$ 280

Schedule "D" - BITUMINOUS NON-WEAR COURSE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	CORES (DENSITY & THICKNESS, CUTTING BY CONTRACTOR)	2	EACH	40	80

Total Schedule "D" \$ 80

**QUOTATION FORM**  
**Water Treatment Plant No. 1**  
**City of East Bethel**  
**Field Testing Work**

Schedule "I" - BACKWASH INFILTRATION POND

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	FALLING HEAD PERMEABILITY (ASTM D 5084)	2	EACH	400	800
2	EXCAVATION ALLOWANCE	1	LUMP SUM	\$1,500.00	\$1,500.00

Total Schedule "I" \$ 2,300

Schedule "J" - TRANSPORTATION AND MISCELLANEOUS

ITEM NO.	ITEM DESCRIPTION	ESTIMATED TEST		UNIT PRICE	EXTENSION
1	SITE VISIT	15	EACH	250	3,750
2	FINAL REPORT - SUMMARY AND ASSEMBLY OF ALL TEST REPORTS	1	LUMP SUM	1,500	1,500

Total Schedule "J" \$ 5,250

Testing Cost (All Schedules) \$ 10,495

Contingency \$ 1,500.00

Total Testing Cost \$ 11,995

By: Nathan McKinney

Title: Associate Principal

Signed: [Signature]

Company: Braun Intertec Corporation

Date: 1/6/12

Assumptions

- Each trip to the site to pick up the various bid items requiring laboratory testing (including field cast concrete cylinders) or perform requested field testing will be billed under schedule "J" Item No. 1.
- We assume the footing inspection will require 3 trips to the site and the inspection does not include an assessment of the soil subgrade.
- The unit prices assume our work will be requested during normal work hours of 7:00 AM to 4:00 PM, Monday through Friday for field services. Services we are asked to perform outside our normal work hours will be invoiced using an overtime rate factor of 1.25.
- We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

# General Conditions

## Construction Material Testing and Special Inspections

Our agreement ("Agreement") with you consists of these General Conditions and the accompanying written proposal or authorization.

### Section 1: Our Responsibilities

1.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

1.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

1.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

1.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

1.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

1.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

### Section 2: Your Responsibilities

2.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

2.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

2.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

2.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

2.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional costs and agree to pay for those services at the rates listed in our cost estimate.

### Section 3: Reports and Records

3.1 We will furnish reports to you in duplicate. We will retain analytical data for seven years and financial data for three years.

3.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval, which will not be unreasonably withheld. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

3.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern.

3.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control. You agree not to use or rely upon our work for any purpose whatsoever until it is paid for in full.

**Section 4: Compensation**

4.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

4.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

4.5 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

4.6 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

4.7 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

**Section 5: Disputes, Damage, and Risk Allocation**

5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

5.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.

5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$50,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

5.5 If you do not pay us within 60 days of invoice date, or if you make a claim against us that is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of collection or litigation.

5.6 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not make a claim against individual employees.

**Section 6: General Indemnification**

6.1 We will indemnify and hold you harmless from and against demands, damages, and expenses to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

6.2 To the extent it may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

**Section 7: Miscellaneous Provisions**

7.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

7.2 This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing making specific reference to the provision modified.

7.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

7.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

6-15-06

# CITY OF EAST BETHEL

## LICENSE APPLICATION TO SELL AT RETAIL

### TOBACCO, TOBACCO PRODUCTS AND TOBACCO RELATED DEVICES

**DATA PRACTICES ADVISORY:** The data supplied in this application will be used to assess the qualifications for a license. Some of this data is not legally required but the City will not be able to grant the license without it. If a license is granted, the data will constitute a public record. The data is needed to distinguish this application from others, to identify this application in City license files, to verify the identity of the applicant, to contact the applicant if additional information is required and to determine if the applicant meets all ordinance requirements.

Application is hereby submitted for a license to sell at retail tobacco, tobacco products and tobacco related devices within the City of East Bethel in accordance with the Ordinances of said City.

Enclosed with this application are the following:

- the \$300 license fee,
- a completed and notarized Indemnification Agreement form,
- a completed worker's compensation insurance coverage form,
- a completed Minnesota & Federal business tax I.D. form. and
- a completed Background Check/Release form.
- If the establishment is a corporation, please submit with this application a list of all current stockholders, their resident addresses, and the number of shares held by each. If the business is to be conducted under a designation, name or style other than the full individual name of the applicant, attach a copy of the trade name certificate, as required by Chapter 333, Minnesota Statutes, Secretary of State's Office.

#### APPLICANT/OWNER INFORMATION:

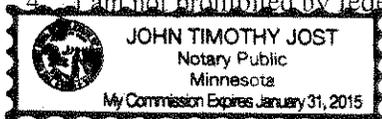
KING MICHAEL  
Last Name First Name Full Middle Name  
3824 CHASE AVE  
Address of Applicant/Owner  
AMOKA MN. 55303  
City State Zip  
763-639-0074  
Date of Birth Home Telephone No.

#### BUSINESS INFORMATION:

MINNESOTA COFF INC  
Corporation or Trade Name  
GO FOR IT  
Doing Business As / Business Name  
3255 VIKING BLV.  
Address of Business  
EAST BETHEL MN. 55092  
City State Zip  
Business Telephone Number

#### I hereby certify the following:

1. I am over the age of 18.
2. I have not been convicted of any violations of federal, state or local law or other provision relating to tobacco, tobacco products or tobacco related devices within the past five (5) years.
3. I have not had a license to sell tobacco, tobacco products or tobacco related devices revoked within the preceding twelve (12) months of the date of this application.
4. I am not prohibited by federal, state or local law from holding such a license.



Michael King  
Applicant's Signature

Subscribed and Sworn to before me this 22<sup>nd</sup> day of December, 20 11.

John Timothy Jost  
Notary Public

Date Approved Receipt No. License No. Date

INDEMNIFICATION AGREEMENT

TO: City of East Bethel
2241 221st Avenue NE
East Bethel, MN 55011

The following agreement must be signed and notarized by the owner, authorized partners, or authorized officer (s) of the company. If a partners or officer signs, it must be accompanied by the written authorization of the partnership of the corporations (such as a corporate resolution or written approval of all partners).

In consideration for this grant of this license of the City of East Bethel, the undersigned licensee agrees as follows:

- 1. OBSERVANCE OF LICENSE AND ALL LAWS. The undersigned shall faithfully observe, keep and obey all terms and conditions of the license and permits, and all laws, rules and ordinances of the City of East Bethel relating to the license or permit, now in effect including any amendments thereto.
2. VIOLATION. Upon the violation of any of the terms and conditions of the license or permit, or any other law, regulation or ordinance, the undersigned understands that it may be subject to criminal or civil penalties, including, but not limited to, the suspension or revocation of the license.
3. INDEMNIFICATION. The undersigned shall save and protect, hold harmless, indemnify, and defend the City, its Council, officers, agents, officers, agents, employees and workers against any and all liability, causes of action, claims, loss damages or cost and expense arising from, allegedly arising from, or resulting directly or indirectly from any acts of the licensee or any of its officers, employees, independent contractors or agents done in the performance or operation under this license, or any act done under pretended authority of this license.

IN WITNESS WHEREOF, the undersigned has executed this License Agreement as of the 12 day of 22, 2011.

Michael King MINNESOTA CORP INC
Name of Licensee (business)

By President Michael King
Officer of Corporation or Partner/Owner

STATE OF MINNESOTA }
COUNTY OF Anoka } ss.

The foregoing instrument was acknowledged before me this 22nd day of December, 2011 by (name) Michael King on behalf of said (business name) Minnesota Corp Inc.

John Timothy Jost
Notary Signature



**License Application for Distributors and Subjobbers  
of Cigarettes and Other Tobacco Products**

Check license applied for:  New application  Renewal

Business legal name <b>MINNESOTA CORP INC</b>		Daytime phone <b>(763) 639-0074</b>	Minnesota ID number <b>2342452</b>
Doing business as <b>GO FOR IT</b>		Federal ID number <b>45-4031934</b>	
Street <b>3824 CHASE AVE</b>	County <b>ANOKA</b>		Email address <b>GO FOR IT 434@AOL.COM</b>
City <b>ANOKA</b>	State <b>MN.</b>	Zip code <b>55303</b>	

**Type of business**

Individual  Partnership or association  Corporation State of incorporation **MN.**  
Date of incorporation **12/13/2011**

Corporate officers, partners or members of association (attach a list if necessary)

Name <b>MICHAEL KING</b>	Title <b>PRESIDENT</b>	Social Security number	
Address		City	State Zip code
Name	Title	Social Security number	
Address		City	State Zip code
Name	Title	Social Security number	
Address		City	State Zip code
Name	Title	Social Security number	
Address		City	State Zip code

**Your application cannot be processed without answers to the following questions.**

**All applicants**

- 1 Do you acquire cigarettes or other tobacco products for the purpose of sale to retailers or other persons for resale? ..... cigarettes:  Yes  No  
tobacco:  Yes  No
- 2 Will any of these products be acquired before Minnesota excise tax is paid on them? ..... cigarettes:  Yes  No  
tobacco:  Yes  No

**Cigarette and tobacco subjobbers only**

- 3 Do you acquire tax paid cigarettes or other tobacco products for the primary purpose of resale to retailers? ..... cigarettes:  Yes  No  
tobacco:  Yes  No
- 4 Is your principal business the operation of vending machines? .....  Yes  No

**Cigarette distributors only**

- 5 Do you sell or purchase "fee-brand" cigarettes? .....  Yes  No

**All applicants:** You must complete the reverse side. Incomplete applications will be returned to you.

Print or type

Business information

Qualifications for licensure

Purchase information

**Distributors**

List the name and address of each manufacturer from whom you purchase or intend to purchase cigarettes or other tobacco products.

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Enter the date of your first untaxed tobacco or cigarette purchase: \_\_\_\_\_

**Subjobbers**

List the name and address of each Minnesota licensed distributor from whom you purchase or intend to purchase cigarettes or other tobacco products. Subjobbers cannot purchase untaxed cigarettes or other tobacco products.

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Application

**All applicants**

Check license applied for:  New application  Renewal

**Two-year licensing period 2006-07**

**Application made after Jan. 1, 2007**

	Fee		Fee
<input type="checkbox"/> Cigarette distributor	\$300.00	<input type="checkbox"/> Cigarette distributor	\$150.00
<input type="checkbox"/> Other tobacco products distributor	\$75.00	<input type="checkbox"/> Other tobacco products distributor	\$37.50
<input type="checkbox"/> Cigarette subjobber	\$24.00	<input type="checkbox"/> Cigarette subjobber	\$12.00
<input type="checkbox"/> Other tobacco products subjobber	\$20.00	<input type="checkbox"/> Other tobacco products subjobber	\$10.00

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we must advise you that:

- This information may be used to deny the issuance or renewal of your license if you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest;
- Under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service; and
- Failing to supply this information may jeopardize or delay the issuance of your license or processing of your renewal application.

*I acknowledge that by becoming licensed as a cigarette/tobacco distributor or subjobber, I will have record keeping/reporting requirements and responsibilities. I agree to comply with the applicable tax statutes as a condition of my license, and declare that the information given in this application is true, correct and complete to the best of my knowledge and belief.*

Sign here

Authorized signature: *[Signature]* Title: President

Date: 12/19/11 Daytime phone: (763) 639-0574

Mail to: Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331.  
 Phone 651-297-1882. TTY: Call 711 for Minnesota Relay.

Minnesota Department of Labor and Industry  
 Construction Codes and Licensing Division  
 Licensing and Certification Services  
 443 Lafayette Road North  
 St. Paul, MN 55155  
 Phone: (651) 284-5034  
 Fax: (651) 284-5743  
 www.dli.mn.gov  
 dli.license@state.mn.us

## Certificate of Compliance Minnesota Workers' Compensation Law

**THIS FORM MUST BE COMPLETED AND SIGNED BY ALL  
 BUSINESS TYPES**

**PRINT IN INK or TYPE.**

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in any activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

CONTRACTOR'S LICENSE or CERTIFICATE NO (if applicable)	BUSINESS TELEPHONE NO.	FAX TELEPHONE NO.
BUSINESS NAME (Use the person(s) name if business structure is sole proprietor or partnership (i.e., John Doe, or John Doe and Jane Doe), otherwise it is the legal name of the business entity.) <div style="text-align: center; font-size: 1.2em;">MINNESOTA Corp INC.</div>		
DBA ("doing business as" or also known as an assumed name) (if applicable) <div style="text-align: center; font-size: 1.2em;">Go for IT</div>		
BUSINESS ADDRESS (must be physical street address, no PO boxes) <div style="font-size: 1.2em;">3255 VIKING BLV.</div>	CITY <div style="font-size: 1.2em;">EAST BETHEL</div>	STATE ZIP CODE <div style="font-size: 1.2em;">MN. 55092</div>
COUNTY <div style="font-size: 1.2em;">ANOKA</div>	E-MAIL ADDRESS <div style="font-size: 1.2em;">Go for IT 434 @ AOL . COM</div>	

**YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1 or 2 below.**

**NUMBER 1 – Workers' compensation insurance policy information**

INSURANCE COMPANY NAME (not the insurance agent)

POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE

**NUMBER 2 – Reason for exemption from workers' compensation insurance**

If you have questions regarding the need to obtain workers' compensation coverage, including exemptions, contact 651.284.5032.

- I have no employees. (See Minn. Stat. § 176.011, subd. 9 for the definition of an employee.)
- I am self-insured for workers' compensation (include a copy of authorization to self-insure from the Minnesota Department of Commerce).
- I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered:  
 \_\_\_\_\_
- Other: \_\_\_\_\_

I certify that the information provided on this form is accurate and complete.

APPLICANT SIGNATURE (mandatory) <div style="font-size: 1.2em; font-family: cursive;">Mial King</div>	TITLE <div style="font-size: 1.2em; font-family: cursive;">PRESIDENT</div>	DATE <div style="font-size: 1.2em; font-family: cursive;">12/13/2011</div>
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**NOTE: You must notify us if there is any change to your Workers' Compensation Insurance Information or Employee Status Change by resubmitting this form.**

This material can be made available in different forms, such as large print, Braille or on a tape. To request, call 1-800-342-5354 (DIAL-DLI) Voice or TDD (651) 297-4198.  
 LIC 04 (12/09)

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

**RESOLUTION NO. 2012-12**

**RESOLUTION SUPPORTING FUNDING OF THE  
ANOKA-CHAMPLIN MEALS ON WHEELS PROGRAM  
THROUGH THE ANOKA COUNTY CDBG PROGRAM**

**WHEREAS**, Anoka-Champlin Meals on Wheels Program is a valuable and vital service to the community that provides home delivered meals every weekday to seniors and persons with disabilities who are nutritionally at-risk and unable to prepare their own meals; and

**WHEREAS**, funding of this program is a combination of grants, donations and volunteer support; and

**WHEREAS**, Community Development Block Grant (CDBG) funding is an integral part of the funding scheme for this program; and

**WHEREAS**, the Anoka-Champlin Program has requested support from the City of East Bethel in its application for CDBG funding for the continued operation of Meals on Wheels in the City of East Bethel.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT:** the City Council supports the continued funding of the Anoka-Champlin Meals on Wheels program through the CDBG program administered by Anoka County.

Adopted this 18th day of January, 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



January 18, 2012

TO: Honorable Mayor  
Members of the City Council

FROM: Jack Davis  
City Administrator

RE: Probationary Review – Employee Status  
Nate Ayshford – Public Works Manager

As required by City Personnel policy, a review of employee performance is required at the end of the employee's six month probationary period. The probationary period for Mr. Ayshford ends on January 31, 2012.

I have reviewed the performance of Mr. Ayshford in the areas of employee relations, effective use of fiscal resources, implementation of Council polices and compliance with polices and procedures.

A primary concern and emphasis has been on maintaining a cohesive working group where supervision was based on mutual trust and respect. During the first six months of Mr. Ayshford's employment, I have observed that the Public Works crew, as a whole, has retained their cohesive group work environment. This is a direct result of Mr. Ayshford's input in areas such as training, safety awareness and communication.

Mr. Ayshford has demonstrated an understanding of the City's limited fiscal resources and has made use of these resources to the maximum benefit. His understanding of the budget process and participation in the development of additional budget reductions was most helpful during the 2012 budget development process. His understanding of public works maintenance as related to the overall City budget, and the limitations on that budget made our task of budget recommendations to the City Council a coordinated and unified effort.

Mr. Ayshford has grasped policies approved by Council and effected their implementation. Mr. Ayshford has worked well with the public and completely understands the vital importance of this interaction.

Based on his performance over the initial six months of employment, we are recommending that Mr. Ayshford be granted status as a regular full-time employee of the City having satisfactorily completed the required probationary period.



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

January 18, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 10.0 C.1

\*\*\*\*\*

**Agenda Item:**

Adopt-A-Park Program

\*\*\*\*\*

**Requested Action:**

Consider Recommendation to City Council for Adopt-A-Park Program for East Bethel Park System

\*\*\*\*\*

City staff has been contacted by residents and organizations looking to volunteer in the community by helping to clean and beautify our local parks. With the establishment of an Adopt-A-Park program, we can formally recognize these individuals and organizations, establish timeframes for suggested activities, and provide partnership opportunities for residents and city government.

Residents would be able to adopt any of our parks on a first come basis and would be required to perform maintenance and beautification activities 2-3 times a season. In recognition, City staff could provide a sign in each park that states who has adopted the park along with recognition in the City Newsletter.

**Attachments:**

- 1. Revised Adopt-A-Park Program description and agreement

\*\*\*\*\*

**Fiscal Impact:** To be determined

\*\*\*\*\*

**Recommendation:** Discuss possibility of creating an Adopt-A-Park program.

\*\*\*\*\*

**City Council Action**

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

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

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

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

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



### Definitions

- 1) Adopter: The individual, group, or organization agreeing to terms and regulations set by City policy for adopting parkland.
- 2) Adopted Parkland: Any park, trail, or portion thereof that is adopted as designated by the East Bethel Park Commission.
- 3) Season: May through October
- 4) Park Commission: City of East Bethel's Park Commission

### Plan

- 1) A park or trail, or portions thereof, can be adopted by an individual, business, or organization from the City of East Bethel for public service activities as designated by the City Council and recommended by the Park Commission.
- 2) The City Park Commission may terminate adoption status at anytime without advance notice.
- 3) The Adopter may terminate adoption status at any time by giving written notice of termination addressed to:

Nate Ayshford, Public Works Manager  
City of East Bethel  
2241 221<sup>st</sup> Ave NE  
East Bethel, MN 55011

- 4) Adopter will provide public service in the form of general litter collection services twice per season, once in the spring or early summer the second in the late summer or fall. The adopter ~~shall is required to~~ contact City Staff for materials needed for litter collection and for litter collection pick-up services for each occasion. Filled trash bags ~~shall should~~ be placed near the entrance of the park for the agreed upon pick-up. The adopter shall recycle appropriate materials.
- 5) The Adopter shall carry out litter collection during daylight hours only.
- 6) The Adopted Parkland will be visually inspected for ~~subject to an annual inspection for visible~~ safety hazards by the Adopter prior each public service occasion. These inspections should be completed by June 1<sup>st</sup> of each year and a report of findings given to City Staff.

- 7) The Adopter shall bi-annually visually inspect the trees within the Adopted Parkland prior each public service occasion and report to City Staff any noticeable signs of natural damage, disease, vandalism or public nuisance to the urban forest.
- 8) The Adopter may wish to install plantings around the sign for the designated park. A planting plan must be first submitted and approved by the Park Commission.
- 9) To the extent that the Adopter uses a workforce that has participants who are under the age of eighteen, the Adopter shall provide adequate supervision over those participants eighteen years of age or younger on site at all times during Adopt-A-Park public service activities.
- 10) The Adopters who participate in the Adopt-A-Park Program will be recognized with a City Council Proclamation, news articles, and a sign located at the park.
- 11) The City of East Bethel maintains all privileges and obligations of parkland. The Adopter shall not receive special rights or privileges to the adopted parkland.
- 12) It is the responsibility of the Adopter to act in accordance with all parkland ordinances.
- 13) The City maintains liability insurance to cover it's volunteer activities. Any person or entity named as the Adopter shall assume all risk of injury or property damage incurred by any participant acting on behalf of the Adopter in the Adopt-A-Park Program not otherwise covered under the City insurance policy, and shall indemnify and save harmless the City of East Bethel from any claim arising out of such participation. Further, the Adopter acknowledges that participants are not covered by the City's Workers' Compensation Insurance, and that no authority to act on the City's behalf is created or inferred from the Adopter status.

### ADOPT-A-PARK DESIGNATION

Park: \_\_\_\_\_

Name of Entity (the "Adopter"): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_

*The undersigned, by signing this document, acknowledges that the Adopter accepts the above designation, and agrees to be bound by the terms of the hereto attached Adopt-A-Park Plan.*

\_\_\_\_\_  
*Adopter Signature*

---

*Date*

---

*City Staff Signature*



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

January 18, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 10.0 D.1

\*\*\*\*\*

**Agenda Item:**

Requested Street Light Installation at Forest Road and Lincoln Drive

\*\*\*\*\*

**Requested Action:**

Consider approval for installation of a street light at the intersection of Forest Road and Lincoln Drive

\*\*\*\*\*

**Background Information**

Upon completion of the initial City of East Bethel Street Light Plan in 2010, the City Council and Road Commission determined that future street light installation requests will be reviewed on a case-by-case basis. Previous street lights were typically placed at intersections of major roadways (county roads, MSA routes and City arterial streets), intersections with poor visibility, intersections with higher speed limits on approaching roads or intersections with high traffic volume.

Staff has received a request for a street light at the corner of Lincoln Drive and Forest Road. At the January 10<sup>th</sup> Road Commission Meeting, commissioners discussed the request and voted to recommend placement of the street light by a vote of 5-1. The cost of the installation would be \$889.00. The annual cost for the operation and maintenance of each street light is approximately \$110.00. Funding for street light installation would come from the Street Maintenance Fund.

Based on traffic counts of 783 cars per day at the four-way intersection, the presence of local businesses, the adjacent fire station, Lincoln Street being a part of a proposed MSA route and the intersection being a major entry point to the Coon Lake Beach neighborhood, staff is recommending the placement of a street light at the intersection of Forest Road and Lincoln Drive.

**Attachments:**

1. Map of Requested Street Light Location
2. Proposal for Street Light Installation from Connexus

\*\*\*\*\*

**Fiscal Impact:**

\$889.00 plus additional \$9.16/month (\$110.00/annually)

\*\*\*\*\*

**Recommendation:**

The Roads Commission voted 5-1 to recommend the installation of the street light. Staff also recommends the street light installation.

\*\*\*\*\*

**City Council Action**

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

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

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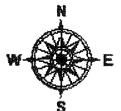
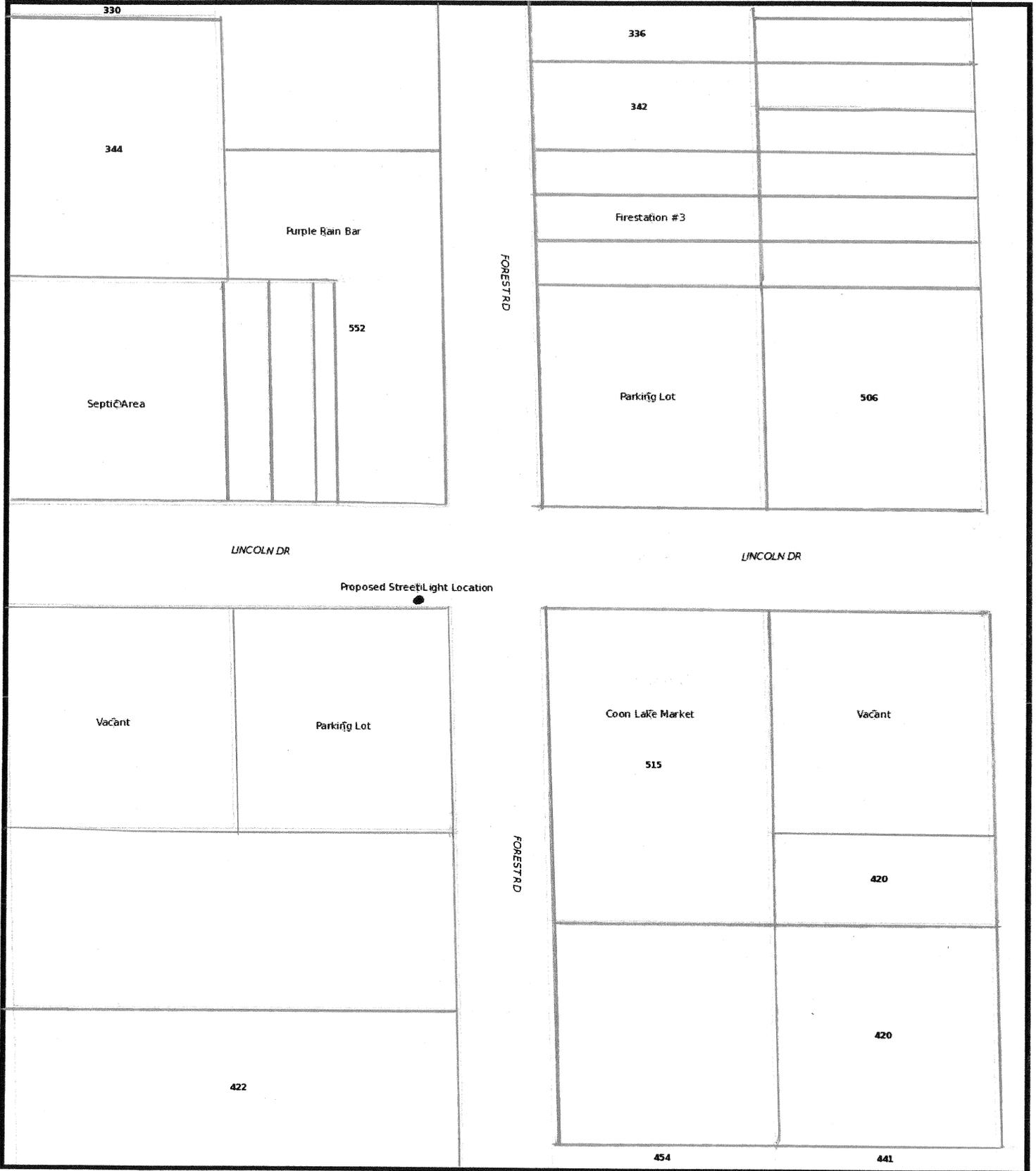
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Vote Yes: \_\_\_\_\_

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

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





14601 Ramsey Boulevard  
Ramsey, Minnesota 55303  
763.323.2600  
Fax: 763.323.2603  
1.800.642.1672  
www.connexusenergy.com  
info@connexusenergy.com

### Outdoor Lighting Proposal / Fee Statement

December 02, 2011

EAST BETHEL CITY OF\*  
2241 221ST AVE NE  
CEDAR, MN 55011

Account: 401974/291146  
Workorder: 11-17289  
Representative: Jennifer S

RE: Outdoor Lighting proposal for STREET LIGHTS

This proposal includes the cost of all material and labor to install the outdoor lighting system at STREET LIGHTS, and is valid for 120 days. The system will be connected before your electric meter, and will qualify for Connexus Energy's Outdoor Lighting Energy & Maintenance rate. This rate adheres to Connexus Energy's published rate schedule, and is subject to change. Connexus Energy will provide full maintenance on the luminaire(s) and pole(s) for a period of 25 years (subject to the terms and conditions of Connexus Energy's outdoor lighting policies).

Enclosed is a copy of the design exhibit for your review. Please indicate your acceptance of this proposal and design by signing on the line below and returning one copy in the envelope provided. Due to the long lead time required to obtain materials, please return this document at your earliest convenience.

The charges listed below are subject to the terms and conditions of Connexus Energy's credit guidelines. There could be additional charges, for winter construction, if your outdoor lighting system is installed between November 1st and April 1st. Connexus Energy reserves the right to revise charges due to circumstances beyond our control. Connexus Energy is not responsible for restoring, to its original condition, the lawn, yard, land, etc., which might be disturbed during installation. We will, however, make all reasonable attempts to minimize site damage during installation.

Type	Quantity	Cost	Tot Charge(w/tax)	Amt Paid
- LUMINAIRE(S)	1 EA	\$ 574.00	\$ 574.00	\$ 0.00
- CITY PERMIT FEE	1 EA	\$ 300.00	\$ 300.00	\$ 0.00
- PERMIT ADMINISTRATION FEE	1 EA	\$ 15.00	\$ 15.00	\$ 0.00
			Subtotals: \$ 889.00	\$ 0.00

**Amount Due: \$ 889.00**

**Comments:** (1) 150 watt HPS Cobra Head fixture installed on existing pole #PLN83757 at the intersection of Lincoln Dr & Forest Rd.

Sincerely,

Jennifer Sweeney  
Outdoor Lighting Specialist

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

## Outdoor Lighting

### Energy and Maintenance Agreement

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

Location: Lincoln Dr & Forest Rd – SW corner of intersection (WO #11-17289)

Connexus Energy shall provide the energy and maintenance for the outdoor lighting system as detailed below:

- (1) 150 watt HPS Cobra Head fixture with a 14' arm installed on an existing pole

The current energy and maintenance rate for these fixtures is \$9.16 per month, per fixture. This rate adheres to Connexus Energy's published rate schedule, and is subject to change.

Maintenance of the fixtures, including lamp replacement, will be provided by Connexus Energy for a period of 25 years (According to Connexus Energy's Outdoor Lighting Guidelines). If, in Connexus Energy's opinion, after 25 years, the condition of the outdoor lighting system is such that replacement or significant renovation is necessary (due to deterioration from age), the customer will be responsible for the replacement cost.

Please indicate your acceptance of this monthly Energy and Maintenance Agreement by signing on the line below and returning one copy in the envelope provided.

Sincerely,

Jennifer Sweeney  
Outdoor Lighting Specialist

December 2, 2011

\_\_\_\_\_  
(Accepted By)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

January 18, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 10.A.1

\*\*\*\*\*

**Agenda Item:**

EDA By-Law Amendments

\*\*\*\*\*

**Requested Action:**

Consider Approval of EDA By-Laws Amendment

\*\*\*\*\*

**Background Information:**

On January 4, 2012 the EDA made a recommendation to staff to amend the EDA by-laws. The notes from the meeting have been attached for your review.

The EDA recommended amending by-laws to include a regularly scheduled monthly meeting on the fourth (4) Wednesday of each month and to address the composition of the EDA. The by-laws have been amended to read as follows:

Section 2.1c Members. The Board shall consist of seven (7) voting members to include two (2) City Council and five (5) members of the business and residential communities.

Section 3.2 Regular Meetings. The Board shall hold regular meetings the fourth Wednesday of each month at 6:30 PM and at such other time as the Board may determine and set.

Staff is also recommending the following amendments to ensure compliance with state statutes:

Section 2.6 Terms. Those commissioners appointed shall be appointed for terms of one, two, three, four, and five years respectively, and two members for six years. Thereafter, all commissioners shall be appointed for six-year terms.

Section 4.12 Compensation. A commissioner, including the president, shall be paid for attending each regular or special meeting of the East Bethel Economic Development Authority in an amount to be determined by City Council.

City Council passed resolution 2011-19 setting the compensation for EDA at \$20 for regular meetings and \$10 for work and special meetings.

Also, Ad-Hoc Members Sherry Allenspach and Mike Conner have not been appointed as full members of the EDA. Staff is recommending that Council consider their appointment to full

member status with their positions to run concurrent with their existing Ad-Hoc terms which expire on January 31, 2013.

**Attachments:**

- 1. Proposed EDA By-Laws Amendments
- 2. January 4, 2012 EDA Special Meeting Notes

\*\*\*\*\*

**Fiscal Impact:**

None

\*\*\*\*\*

**Recommendation:**

Staff requests City Council to consider adoption of the proposed amendments to the EDA By-Laws and to appoint Ad-Hoc Members Sherry Allenspach and Mike Conner as voting commissioners of the EDA with terms expiring January 31, 2013.

\*\*\*\*\*

**City Council Action**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**BY-LAWS OF THE  
EAST BETHEL ECONOMIC DEVELOPMENT AUTHORITY  
DATED: XXX**

**1. The Authority**

**Section 1.1** Name of the Authority. The name of the Authority shall be the East Bethel Economic Development Authority (hereinafter, the “Authority”), and its governing body shall be called the Board of Commissioners (hereinafter, the “Board”).

**Section 1.2** Office. The principal office of the Authority shall be the East Bethel City Hall.

**Section 1.3** Seal. The Authority shall have an official seal.

**Section 1.4** Purpose. The purpose of the East Bethel Economic Development Authority is to coordinate and administer economic development and redevelopment plans and programs within the scope of MN Statutes 469.090 et. seq. for the City of East Bethel.

**2. Organization**

**Section 2.1a** Officers. The officers of the Authority shall consist of a President, Vice President, a Secretary, a Treasurer, and an Assistant Treasurer. The President, Vice President and Treasurer shall be members of the Board and shall be elected annually, and no Commissioner may serve as President and Vice President at the same time.

**Section 2.1b** Ad hoc (non-voting) Members. Ad-hoc members ~~from the East Bethel business and residential communities~~ may be appointed to the Board by the City Council in a special capacity from time to time.

**Section 2.1c** Members. ~~The Board shall consist of seven (7) voting members to include two (2) City Council and five (5) members from the business and residential communities~~ citizen members.

**Section 2.2** President. The President shall preside at all Board meetings, and be appointed by the Board.

**Section 2.3** Vice President. The Vice President shall preside at any Board meeting and exercise all powers and perform all responsibilities of the President in the absence of the President, and shall be appointed by the Board.

**Section 2.4** Treasurer. The Treasurer shall be the Executive Director of the Board. The Treasurer shall receive and be responsible for Authority money, shall disburse Authority money by check only, keep an account of all Authority receipts and disbursements and the nature and purpose relating thereto. Shall file the Authority’s financial statements with its Secretary at least once a year as set by the Authority and be responsible for the acts of the Assistant Treasurer.

**Section 2.5** Assistant Treasurer. The Assistant Treasurer shall have all the powers and duties of the Treasurer if the Treasurer is absent or disabled. The Assistant Treasurer shall be the Fiscal and Support Services Director of the City of East Bethel (the “City”).

Section 2.6. Terms. Those commissioners appointed shall be appointed for terms of one, two, three, four, and five years respectively, and two members for six years. Thereafter, all commissioners shall be appointed for six-year terms.

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**Section 2.6** Secretary. The Secretary shall be appointed by the Board to keep minutes of regular meetings of the Board.

**Section 2.7** Executive Director. The Executive Director shall be the City Administrator of the City and shall be appointed executive officer of the Authority and shall have such additional responsibilities as the Board may from time to time and by resolution prescribe. The City of East Bethel (or the Executive Director) shall maintain all records of the authority in accordance with applicable law and provide City Council with copies of those minutes.

### 3. Procedures of the Board of Commissioners

**Section 3.1** Annual Meeting. The annual meeting of the Board shall be held the second regular City Council meeting date at 6:30 p.m. of the month of January in each year.

**Section 3.2** Regular Meetings. The Board shall hold ~~quarterly-regular~~ meetings ~~during the first month of each quarter~~ the fourth Wednesday of each month at 6:30 PM and at such other time as the Board may determine and set.

**Section 3.3** Special Meetings. Special meetings of the Board may be called by the President or, in the event of the President's absence or inability, by the Vice President at any time, upon three (3) days prior notice to all Commissioners and the Executive Director. The Executive Director shall post notice of any special meeting in the principal office of the Authority no less than three (3) days prior to such special meeting.

**Section 3.4** Quorum. A quorum of the seven (7)-member Board shall consist of four Commissioners. A quorum shall be required for the Authority to conduct business. A meeting may not be called to order and must be adjourned if, at any time, a quorum is not present for a meeting.

**Section 3.5** Adoption of Resolutions. Resolutions of the Board shall be adopted if approved by a simple majority.

**Section 3.6** Rules of Order. The meeting of the Board shall be governed by modified Robert's Rules of Order.

### 4. Miscellaneous

**Section 4.1** Fiscal Year. The fiscal year of the Authority shall be the calendar year.

**Section 4.2** Treasurer's Bond. The Treasurer shall give bond to the state conditioned for the faithful discharge of official duties. The bond must be approved as to form and surety by the Authority and filed with the Secretary and must be for twice the amount of money likely to be on hand at any one time as determined at least annually by the Authority, provided, however, that said bond must not exceed \$300,000.

**Section 4.3** Checks. An Authority check must be signed by the President and the Executive Director. The check must state the name of the payee and the nature for which the check was issued.

**Section 4.4** Report to City. The Authority shall make an annual report to the City Council of its activities and accomplishments.

**Section 4.6** Budget to City. The Authority shall annually send its budget to the City Council which budget included a written estimate of the amount of money needed by the Authority from the City in order for the Authority to conduct business during the upcoming fiscal year.

**Section 4.7** Employees. The Authority may employ technical experts and agents and other employees as it may require and determine their duties, qualifications and compensation.

**Section 4.8** Services. The Authority may contract for the services of consultants, agents, public accountants, attorneys and others as needed to perform its duties and to exercise its powers.

**Section 4.9** Supplies, Purchasing, Facilities, and Services. The Authority may purchase the supplies and materials it needs. The Authority may use facilities of the City's Purchasing Department. The City may furnish offices, structures and space, stenographic, clerical, engineering and other assistance to the Authority.

**Section 4.10** Execution of Contracts. All contracts, notes and other written agreements or instruments to which the Authority is a part or signatory or by which the Authority may be bound shall be executed by the President and Executive Director as the Board may by resolution prescribe.

**Section 4.11** Amendment of By-Laws. These By-Laws may be proposed to be amended by the Board by majority vote of all the Commissioners. Amendments are to be effective only upon approval of the majority of City Council.

**Section 4.12. Compensation.** A commissioner, including the president, shall be paid for attending each regular or special meeting of the East Bethel Economic Development Authority in an amount to be determined by City Council.

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Amended this ~~21st~~ 4th day of ~~September~~ January 2014~~2~~ by the Economic Development Authority of the City of East Bethel.

EAST BETHEL ECONOMIC DEVELOPMENT AUTHORITY

\_\_\_\_\_  
Heidi Moegerle, President

ATTEST:

\_\_\_\_\_  
Jack Davis, Executive Director

**City of East Bethel**  
**Economic Development Authority Commission**  
**Special Meeting**  
January 4, 2012

The East Bethel Economic Development Authority (EDA) Commission met on January 4, 2012 for a special meeting at City Hall at 6:00 PM.

MEMBERS PRESENT: Julie Lux Heidi Moegerle Brian Bezanson

AD HOC MEMBERS  
PRESENT: Sherry Allenspach Mike Conner

MEMBERS EXCUSED: Tom Larson

ALSO PRESENT: Jack Davis, City Administrator

Call to  
Order President Moegerle called the meeting to order at 6:00 PM.

Adopt  
Agenda **Moegerle made a motion to adopt the January 4, 2012 Economic Development Authority (EDA) Commission special meeting agenda with the addition of scheduling a Priority Meeting and Amending the By-Laws. Lux seconded; all in favor, motion carries.**

Ady  
Voldedge  
Study  
Alternative Davis stated that at the December 21, 2011 meeting City Council selected Ady Voldedge as the consulting firm to conduct the marketing and branding plan for the City. The base proposal presented by Ady Voldedge proposed a Positioning and Branding and Marketing Plan study as indicated on Attachment #1 for a cost not to exceed \$31,005. In a follow up discussion with Janet Ady on December 22, 2011 and again on December 30, 2011, an alternate proposal was presented which provides City Council with additional options to expand the scope of the study. These alternative proposals were based on Ady Voldedge's analysis of our situation after the RFP solicitation and the interview of candidates for selection.

The two major options are the offerings of a Target Industry Analysis and an Economic Development Plan Review. The Target Industry Analysis would determine industries with the potential to be a match for location in East Bethel. The cost for this element would be \$15,510. The Economic Development Plan Review would focus on review of the City's Comprehensive Plan with emphasis on the transition from a diversified rural area to a rural growth center, the vision for a City Center and the apportionment of sewer land between land use categories. The cost for this element would be \$20,120 but the base proposal price would be reduced to \$28,125 due to duplicate work elements for each item. The total cost the addition of this alternative to the base proposal would be \$48,245. See Attachment #3 for additional details for these proposed components.

The addition of the Economic Development Plan Review would not only address the items listed above it would be an essential component of our Comprehensive Plan update. An added value of the Comprehensive Plan update, aside from its value as a development guide, is the eligibility for Met Council project funding. The Economic Development Plan Review would also allow the City to combine the best planning practices with economic

development needs to produce a Comprehensive Plan that reflects unification of both of these concerns.

Staff feels that the Target Industry Analysis, as proposed by Ady Voltedge, is premature at this point. However, it would be a useful asset, once we establish our basic marketing plan and branding position. Staff does feel that there is value in the Economic Development Plan Review and recommends that the EDA consider this option for contract approval.

Connor asked what was learned in those meetings December 22<sup>nd</sup> and 30<sup>th</sup> that prompted this proposal. Davis said after Ady Voltedge did their research on the city and after the interview they felt there was further need to expand the study and that would make the marketing and branding more effective. He said we felt that we are not ready for the Target Market Analysis, but the Economic Development Plan Review have value. It will give us another set of eyes on this. Davis said they have expertise in this field and can give us expertise in growth proposals. Moegerle said she attended the conference calls. She said the RFP did not include implementing our brand. Moegerle said as the interview went on, Janet Ady said someone in her firm that is familiar with the Met Council that there might be funds available to help us with this. Davis said the vision of the city center is really a concept; no one has really explored this or defined it. He said if we are going to have this vision, we need to do that. Moegerle said this is further explained on page 11.

Bezanson asked about the comp plan, because when he left council in 2002 he doesn't think we had a comp plan that was approved by Met Council. Davis said the current plan was approved in 2007 or 2008. Moegerle said she has a copy that was approved in 2000. Bezanson said he has to get up to date on it. Davis said the rural growth center was designated by Met Council to get participation in the water and sewer project. Bezanson said that was his concern, he didn't want to see a creep. Moegerle said the creep has already occurred. Davis explained we have safeguards in place. He said we don't have any intentions of having the sewer serve anyone outside the ¾ mile of TH 65. Davis said so that assures that there won't be high density development outside that area. He said so that will all remain low density, rural in character. Connor asked do we wish we could have integrated this into the proposal. He said so it was included in the bid price. Moegerle said but when we interviewed we did ask about this. Bezanson said professional services don't have to go to the lowest bid. Davis said price is not the primary consideration for the selection of professional services; we can choose whomever we believe can provide the best service. These are options we can add on or leave off.

Lux asked not being familiar with how the budgets work, if we adopt the Economic Development Plan Review, would it be appropriate to keep it in the EDA budget? Davis said yes, but we will be short \$757. He said we will have to take this out of a different line item. Moegerle asked we had to do a comp plan review before, could we take this out of the planning budget? Davis said it would be best to take out of the EDA budget. Moegerle asked is that because they are only going to recommend how we make the changes? And then when we implement the changes it might become a planning item? Lux said working in the industry; the developers should do the Target Industry Analysis work. Allenspach agreed. Moegerle said since we don't have enough people here to make a vote, she wanted to see if we could come up with a recommendation to Council.

Allenspach made a recommendation to City Council that we follow the staff recommendation to add the Economic Development Plan Review to the contract with Ady Voltedge. All members in attendance were in favor of the recommendation. Bezanson said

to a certain degree he thought that was what we were hiring them to do. Moegerle said to a certain degree this is more specific to the comprehensive plan. Connor said if he reads this correctly, the economic development plan, the objectives are being clearly laid out in this statement, and they are apples to oranges from our RFP. Lux said it will be really valuable to have this group doing both.

Moegerle said we need to schedule a planning and priority meeting. She said we are an authority compared to a commission and we can be more active in what we want to accomplish. Moegerle said we need to schedule a time we can sit down and do that, and she sees it like a round table discussion in a location that's not at the council dais. She asked how Saturdays are for everyone, is there one that works that we all can meet? Consensus was to schedule a Planning and Priority Meeting for Saturday, February 11 at 9:30 a.m. Village Bank was a suggested location for the meeting.

Moegerle said we have a situation with a question about our by-laws. She said staff has discovered that the ad-hoc members were never made regular voting members. Moegerle said we need to suggest to council to appoint the ad-hoc members as full members and get the composition of the EDA in our by-laws. She said we will have this on the January 18, 2011 City Council agenda as an amendment to the by-laws.

Moegerle said we also need to set a regular meeting date, monthly that works for everyone. She said special meetings are good when special things come up, but we need to have a regular meeting date. Moegerle said the fourth Wednesday is open. She said it will be important that everyone can attend, because these are important issues. Consensus was to schedule the regular Economic Development Authority meetings for the fourth Wednesday of the month at 6:30 p.m.

Moegerle reminded the members that the annual meeting is January 18, 2011. She said since we will be meeting in two weeks we won't meet the fourth Wednesday this month.

Adjourn

**Bezanson made a motion to adjourn the EDA Commission meeting at 6:28 PM. Lux seconded; all in favor, motion carries.**

Attest:

Wendy Warren  
Deputy City Clerk



City of East Bethel
City Council
Agenda Information

\*\*\*\*\*

Date:

January 18, 2012

\*\*\*\*\*

Agenda Item Number:

Item 10.A.2

\*\*\*\*\*

Agenda Item:

Resolution 2012-13 Setting Economic Development Authority Meeting Dates for 2012

\*\*\*\*\*

Requested Action:

Consider Adoption of Resolution 2012-13 setting meeting dates for Economic Development Authority

\*\*\*\*\*

Background Information:

On January 4, 2012 the EDA made a recommendation to amend the by-laws to hold a regular EDA meeting on the fourth (4) Tuesday of each month.

Attached is Resolution 2012-13 setting the EDA meeting dates for 2012.

Attachments:

- 1. Resolution 2012-13 Setting Economic Development Authority Meeting Dates for 2012

\*\*\*\*\*

Fiscal Impact:

None

\*\*\*\*\*

Recommendation:

Staff recommends City Council to adopt Resolution 2012- 13 setting the regular meeting dates for Economic Development Authority as indicated in the EDA By-Law amendment.

\*\*\*\*\*

City Council Action

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

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

Three horizontal lines for signature or notes.

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

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

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

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

**RESOLUTION NO. 2012-13**

**RESOLUTION SETTING ECONOMIC DEVELOPMENT AUTHORITY  
MEETING DATES FOR 2012**

**WHEREAS**, the Economic Development Authority meets on the 4th Wednesday of the month.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT:** the 2012 Meeting Schedule for the Economic Development Authority regular meetings to be held at City Hall at 2241 221<sup>st</sup> Ave. NE is as follows:

February 22	July 25
March 28	August 22
April 25	September 26
May 23	October 24
June 27	November 28
	December 19

Adopted this 18th day of January, 2012 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

---

Richard Lawrence, Mayor

ATTEST:

---

Jack Davis, City Administrator



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

January 18, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 11.0 B.1

\*\*\*\*\*

**Agenda Item:**

Landborg Wetland Credits

\*\*\*\*\*

**Requested Action:**

Staff is requesting direction regarding the Landborg Wetland Credits

\*\*\*\*\*

**Background Information:**

This item was discussed at the December 21, 2011 City Council meeting. Since that time, the City Attorney has reviewed the property ownership and staff has had preliminary discussions with the Technical Evaluation Panel (TEP).

The City Attorney has determined that the City does have title to the property shown on Attachment 1. It is also suggested that an agreement be prepared and executed between the City and Mr. Landborg, which acknowledges that he does not have any further interests in the excess wetland credits on the City property.

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.

In 2008 the 9.68 acres of property, that a majority of the wetland credits were constructed on, were dedicated as park property for future obligations for the development of the Viking Boulevard/TH 65 parcel.

Mr. Landborg currently has a \$4,500 escrow account established at the City. Mr. Landborg's current outstanding development review costs are \$2,453. Mr. Landborg has requested that the City consider returning the \$4,500 escrow and forgiving the current development review cost in exchange for the excess wetland credits. A final delineation of the wetland area was completed. It was determined the 4.8 acres of wetland credits were created. Mr. Landborg's site at Viking and TH 65 requires 3.3 acres of replacement therefore there currently is an excess of approximately 1.5 acres. The area of wetland created is shown on Attachment 2. Staff has outlined the following three options for consideration:

### **Option 1:**

Mr. Landborg pays for costs incurred so far by the City, completes the work needed to finalize his wetland obligations on the Viking/TH65 site, and keeps the right to bank the excess wetland credits. The City would not incur any costs with this option.

### **Option 2:**

The City assists Mr. Landborg with the final wetland monitoring and finalizes the certificate of completion in order for him to receive credit for his wetland impacts on the Viking/TH65 site. The City could then request the Technical Evaluation Panel (TEP) to allow the City to utilize the remaining credits on the City's Water Treatment Plant access road which will require approximately 0.9 acres of wetland replacement. The remaining 0.6 acres of available wetland credits would then expire.

We discussed this option with the TEP. The TEP appeared to support this option.

City-incurred costs would include approximately **\$5,553** as outlined below:

Monitoring Report: \$1,500

Certificate of Compliance: \$100

Additional TEP meetings/correspondence/permits: \$1,500

Current Landborg review costs: \$2,453

Estimated Cost to Purchase Water Treatment Plant Credits	\$49,000
Estimated Cost Option 2	<u>\$5,553</u>
<b>Net Value of Option 2</b>	<b>\$43,447</b>

### **Option 3:**

The City assists Mr. Landborg with the final wetland monitoring and finalizes the certificate of completion in order for him to receive credit for his wetland impacts on the Viking/TH65 site. The City could then request the Technical Evaluation Panel (TEP) to allow the City to bank the remaining 1.5 acres of wetland credits which could in turn be used for the Water Treatment Plant project and future projects. This option would require dedication of a conservation easement over the wetland bank. A sample copy of the easement is included as Attachment 3.

We discussed this option with the TEP. The TEP indicated that the banking application would need to start over. The credits would only be eligible for isolated wetland impacts because of new Army Corps of Engineer requirements. The Corps only recognizes banks that are larger than 5 acres. BWSR has also developed new fees and increased others.

City-incurred costs would include approximately **\$25,853** as outlined below:

Monitoring Report: \$3,500

Certificate of Compliance: \$100

Additional TEP meetings/correspondence/permits: \$3,500

Current Landborg review costs: \$2,453

Additional vegetative management of wetland bank: \$3,000

Conservation easement: \$2,000

Deposit fee: \$1,000

Annual maintenance fee (Assume 10 years): \$5,000

Withdrawal fees (6.5% of value of credits): \$5,300

Estimated Value of the Wetland Bank Credits	\$81,675
Estimated Cost Option 3	<u>\$25,853</u>
<b>Net Value of Option 3</b>	<b>\$55,822</b>

**Attachments:**

1. Location Map
2. Wetland Exhibit
3. Sample Conservation Easement

\*\*\*\*\*

**Fiscal Impact:**

As noted above, Options 1, 2 and 3 have estimated net values to the City of \$0, \$43,447, and \$55,822, respectively.

\*\*\*\*\*

**Recommendation(s):**

Given the fact that the application process would need to start over and the wetland bank credits would only be applicable to isolated wetlands, Staff recommends that Council consider Option 2 as outlined above.

\*\*\*\*\*

**City Council Action**

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

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

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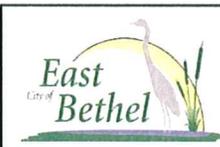


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Vote Yes:\_\_\_\_\_

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

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



Location  
Map

**ATTACHMENT 1**



**Legend**

- LANDBORG CREDITS
- REMAINING CREDITS

**Wetland Exhibit**

**ATTACHMENT 2**

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

(Above Space is Reserved for Recording Information)

**PERPETUAL CONSERVATION EASEMENT  
FOR WETLAND BANK**

**Grantor:** \_\_\_\_\_ **BWSR Easement #** \_\_\_\_\_

**Grantee:** State of Minnesota, acting by the Board of Water and Soil Resources, hereinafter referred to as "State".

**Location:** within Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, County of \_\_\_\_\_

This Perpetual Conservation Easement for Wetland Bank ("Easement") is made on \_\_\_\_\_ (date) by the undersigned, hereinafter referred to collectively as the "Grantor":

**RECITALS**

A. This Easement is made pursuant to and in furtherance of the Wetland Conservation Act of 1991, as amended, Minn. Stat. §103G.222, *et. seq.* ("WCA") and the rules implementing WCA, Minn. R. ch. 8420 ("WCA Rules").

B. This Easement pertains to all or part of the real property in \_\_\_\_\_ County, Minnesota, which is legally described on *Legal Description* attached hereto and made a part hereof ("Real Property").

C. The Real Property is the subject of a wetland bank plan pursuant to Minn. R.8420.0700 to Minn. R.8420.0755.

D. The Grantors include all of the following (1) all the fee owners of the Real Property and (2) the applicants under the bank plan if different from the fee owners. The term "Grantor" includes all of the Grantors if there is more than one. The Grantors are jointly and severally responsible for

complying with the terms of this instrument. This Easement and the duties and restrictions contained in it shall also run with the land.

E. WCA is administered by the State.

F. The local government unit ("LGU") charged under WCA with approval of the subject wetland bank plan ("bank plan") is ----- . The subject bank plan includes all fully executed forms provided by the State, all supporting maps, engineering plans, drawings, monitoring plan, vegetation establishment plan and management plan and facilities maintenance plan. A complete copy of the bank plan is on file at the LGU. The address of the LGU is:

---

. The State is responsible for the acceptance of this Easement.

G. The bank plan requires the restoration or creation of a wetland on the portion of the Real Property designated in Exhibit B attached hereto and made a part hereof ("Bank Easement Area"). The bank plan may also require the establishment of upland buffer within the Bank Easement Area. This Easement pertains to both wetlands and uplands within the Bank Easement Area.

H. The Bank Easement Area is subject to WCA, WCA Rules and all other provisions of law that apply to wetlands, except that the exemptions in Minn. Stat. §103G.2241 do not apply to the Bank Easement Area, pursuant to Minn. Stat. §103G.222, subd. 1(h).

I. All references in this Easement to Minnesota Statutes and to Minnesota Rules are to the statutes and rules currently in effect and as amended or renumbered in the future.

J. The purposes of this Easement are to maintain and improve the ecological values of the Bank Easement Area through the means identified in the bank plan and to preserve the Bank Easement Area in a natural condition in perpetuity.

IN ADDITION, THE GRANTORS, FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS COVENANT THAT THEY:

1. Shall establish and maintain wetlands and upland buffers within the Bank Easement Area as specified in the bank plan approved by the LGU and on file at the offices of the LGU. The wetland and any upland buffer area shall be the size and type specified in the bank plan. Grantor shall not make any use of the Bank Easement Area that would adversely affect any of the functions or values of the area. Those functions and values are identified in Minn. R. 8420.0522 subp. 1, or specified in the approved bank plan.

2. Shall pay the costs of establishment, maintenance, repairs and reconstruction of the wetlands and upland buffers within the Bank Easement Area, which the LGU or the State may deem necessary to comply with the specifications for the Bank Easement Area in the approved bank plan. The Grantor's obligations under this paragraph include the payment of any lawful taxes or assessments on the Real Property.

3. Shall establish and maintain visible monuments such as signs, numbered fence posts or survey posts at prominent locations along the boundary of the Bank Easement Area in accordance with the approved bank plan. If numbered fence posts are used, Grantor's Bank Plan must contain a survey or scaled drawing of the property that corresponds to the fence post numbering. Posts must be at least 4 feet high and notably visible on the landscape. If signs are used, such signs must have a surface area of at least one quarter (1/4) square feet, mounted on a fence post at least 4 feet above ground, and minimally contain the words "Boundary of Wetland Bank Easement Area - Subject to Perpetual Conservation Easement Restrictions – Contact MN Board of Water and Soil Resources or Local Soil and Water Conservation District for Further Information." Said monuments must be made of non-degradable material and shall be at least four feet in height.

4. Grants to the LGU, the State, and the agents and employees of the LGU and the State, reasonable access to the Bank Easement Area for inspection, monitoring and enforcement purposes. The LGU, the State, and the agents and employees of the State are hereby granted a perpetual ingress and egress easement ("Access Easement") for access to and from the Bank Easement Area. The Access Easement shall be over and across the area ("Easement Access Area") that is specified on Legal Description and or Exhibit B attached hereto and made a part hereof or, if not specified on Legal Description and or Exhibit B, the most reasonably direct and convenient route between the Bank Easement Area and a public road. If all or any part of the Easement Access Area is owned by a person or entity other than Grantor, then the owner has joined in this Easement for purposes of granting the Access Easement by signing below. The signed written consent and subordination of all other holders of interests in the Easement Access Area has been or will be obtained by Grantor and recorded in the same manner as specified in paragraph 5 below. This Easement grants no access to or entry to the Real Property, the Bank Easement Area, or the Easement Access Area to the general public.

5. Represents that Grantor is (a) the fee owner of the Real Property and (b) the applicant under the replacement plan or bank plan, if different from the fee owner. Grantor represents that all other parties who may have an interest in the Real Property (e.g., mortgagees, contract for deed vendees, holders of easements, etc.) have consented and subordinated their interests to this Easement by signing below. If it is determined at any time that there is any other party who may have an interest in the Real Property that is prior to this Easement, then Grantor shall immediately obtain and record a consent and subordination agreement signed by such other party. Acceptance of this Easement does not release Grantor from the obligation to obtain and record a consent and subordination agreement signed by any party who may have an interest in the Real Property that is prior to this Easement, even if such interest was of record at the time of acceptance.

6. Will record this easement at Grantor's expense in the real property records of the county where the Real Property is located. Said recording shall take place within 30 days of the State's acceptance of this Easement. The Grantor shall provide the original copy of the recorded easement to the State prior to making any credits from this bank available for sale or use.

7. Acknowledge that this Easement shall be unlimited in duration, without being re-recorded. This Easement shall be deemed to be a perpetual conservation easement pursuant to Minn. Stat. ch. 84C.

8. Acknowledge that, unless expressly authorized in writing by the LGU in the approved bank plan, Grantor:

- (a) Shall not produce agricultural crops on the Bank Easement Area, except that this provision does not restrict the harvest of the seeds of native vegetation if only the seed-head is removed in the process of harvest and does not involve the use vehicular, motorized equipment;
- (b) Shall not cut hay, mow vegetation or cut timber on the Bank Easement Area except as allowed or prescribed in the Bank Plan;
- (c) Shall not make any vegetative alterations on the Bank Easement Area that do not enhance or would degrade the ecological functions and values of the Bank Easement Area. Vegetative alterations shall be limited to those listed in the approved bank plan;
- (d) Shall not graze livestock on the Bank Easement Area;
- (e) Shall not place any materials, substances or other objects, nor erect or construct any type of structure, temporary or permanent, on the Bank Easement Area.
- (f) Shall not allow vehicular traffic on the Bank Easement Area except for the purpose of implementing construction or maintenance activities specifically authorized in the bank plan.
- (g) Shall not alter the topography of the Bank Easement Area by any means including plowing, dredging, filling, mining or drilling.
- (h) Shall not modify the hydrology of the Bank Easement Area in any way or by any means including pumping, draining, ditching, diking, impounding or diverting surface or ground water into or out of the Bank Easement Area.

9. Acknowledge that the Grantor is responsible, at Grantor's cost, for weed control by complying with noxious weed control laws and emergency control of pests necessary to protect the public health on the Bank Easement Area.

10. Acknowledge that this Easement may be modified only by the joint written approval of the LGU and the State. If the Bank Easement Area has been used to mitigate wetland losses under the Federal Water Pollution Control Act, the U.S. Army Corps of Engineers (or successor agency) must also agree to the modification in writing.

11. Acknowledge that this Easement may be enforced, at law or in equity, by the LGU or the State. The LGU and the State shall be entitled to recover an award of reasonable attorney's fees from Grantor in any action to enforce this Easement. The right to enforce the terms of this Easement is not waived or forfeited by any forbearance or failure to act on the part of the State or LGU. If the subject Bank Easement Area is to be used partially or wholly to fulfill permit requirements under the Federal Water Pollution Control Act or a federal farm program, then the provisions of this Easement

that run to the State or the LGU may also be enforced by the United States of America in a court of competent jurisdiction.

12. Acknowledge that this Easement is not valid, nor can an account for wetland credits be established until the Easement has been accepted by the State, the Grantor has recorded this Easement and the State has received evidence of such recording.





# City of East Bethel City Council Agenda Information

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**Date:**

January 18, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 11.0 B.2

\*\*\*\*\*

**Agenda Item:**

Resolution 2012-14 Accepting Municipal Agreement Program Funds

\*\*\*\*\*

**Requested Action:**

Consider Adoption of Resolution 2012-14 Accepting Municipal Agreement Program Funds

\*\*\*\*\*

**Background Information:**

As outlined in Resolution 2011-45 the City requested state participation in the upgrading and construction of a frontage road along the west side of Trunk Highway 65 to consolidate access points on TH 65. The request was for the frontage road from 215<sup>th</sup> Avenue NE to 221<sup>st</sup> Avenue NE.

A grant application was submitted which included the closure of the median at 219<sup>th</sup> Avenue NE and closure of the direct access to TH 65 at 219<sup>th</sup> Avenue NE. The application also included construction of a new service road from 215<sup>th</sup> Avenue NE to 221<sup>st</sup> Avenue NE. As outlined in Mr. Gregory Kern’s letter dated January 3, 2012, the City’s request for \$702,000 was approved.

Mn/DOT is requesting written confirmation from the City that the funds approved are accepted and that the City intends to proceed with the project as outlined in the grant application.

The total estimated project cost is \$1,590,968. The City’s estimated share of the cost is therefore \$888,968. Assuming that the City does not have to pay for the right of way the City’s estimated share of the cost would be \$598,059. The project cost is broken down as follows:

Construction	\$1,072,672
Overhead and Contingency	\$ 227,387
Right of Way	<u>\$ 290,909</u>
Total	\$1,590,968

Including this service road project there are a total of four Municipal State Aid (MSA) Street projects that have been identified in the City’s CIP. The other three projects include:

- Sandy Drive – Seal Coat and Crack Seal – 221<sup>st</sup> Avenue to Gopher Drive
- Jackson Street – Reconstruction – 181<sup>st</sup> Avenue to Viking Boulevard
- Lincoln/Laurel/Longfellow – Reconstruction – From Hawthorne Road to Lexington Avenue (upon approval of MSA certification)

It is recommended that these projects identified for advanced MSA funding be completed as soon as possible to take advantage of competitive construction pricing and to address identified needs for these major City streets. Additionally, the grant application for the project to connect Hwy. 65 to Jackson Street via 189<sup>th</sup> Avenue would not create the benefit that the other projects recommended in this report would provide and would eliminate one of the projects that are proposed in the above list. With the completion of these projects our MSA street reconstruction needs should be adequately addressed for the immediate future.

In order to complete these projects in 2012 and 2013, the City will need to request advanced funds. Approved advancement requests are good for up to one year. Requests can be made for up to 5 times the City's yearly construction allotment or \$2,730,000. Attachment 7 provides a summary of the required funding and advancement needs for 2012 and 2013.

**Attachments**

1. West Service Road Improvement Layout
2. Gregory Kern Letter dated January 3, 2012
3. Resolution 2012-14 Accepting Municipal Agreement Program Funds
4. Location Map – Sandy Drive
5. Location Map – Jackson Street
6. Location Map – Lincoln and Laurel
7. Summary of Funding

\*\*\*\*\*

**Fiscal Impact:**

As noted above. Attachment 7 provides a summary of the required funding and advancement needs for 2012 and 2013.

\*\*\*\*\*

**Recommendation(s):**

Staff recommends that Council approve Resolution No. 2012 – 14 as requested by MN/DOT for acceptance of the Municipal Agreement Program Funds. Staff also recommends that Council authorize staff to prepare the application to request advancement of funds in 2012.

\*\*\*\*\*

**City Council Action**

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

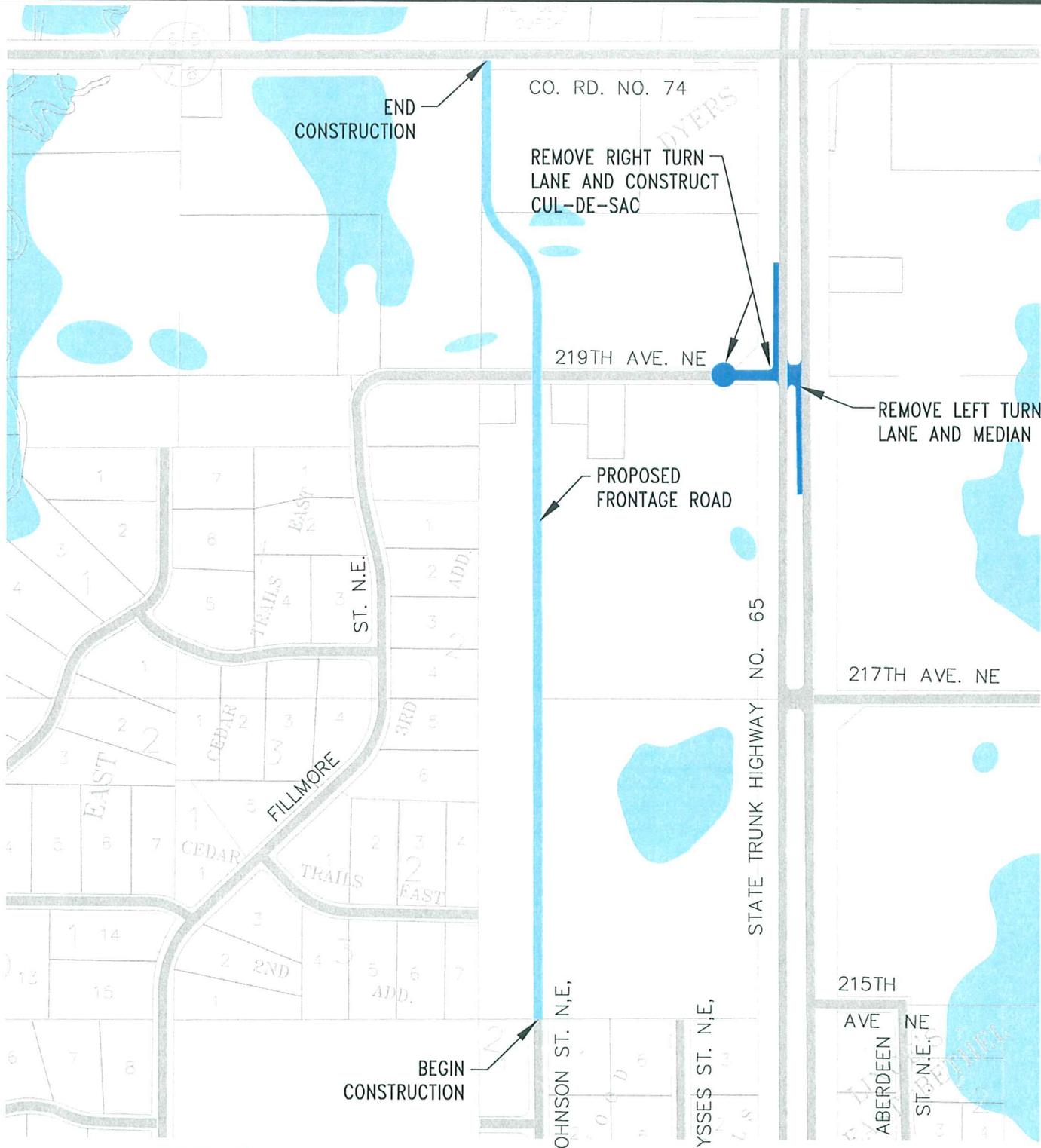
Second by:\_\_\_\_\_

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

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

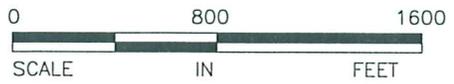
Vote No:\_\_\_\_\_

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



**LEGEND**

-  DENOTES 100% STATE FUNDING
-  DENOTES 100% STATE FUNDING BASED ON A 32-FOOT FRONTAGE ROAD
-  DENOTES EXISTING STREETS
-  DENOTES WETLAND



**ATTACHMENT 1**  
**IMPROVEMENT LAYOUT AND**  
**PROPOSED COST PARTICIPATION**  
 CITY OF EAST BETHEL



Minnesota Department of Transportation

Metro District  
Office of State Aid  
1500 West County Road B2  
Roseville, MN 55113-3174

Office Tel: 651-234-7768  
Office Fax: 651-234-7765  
gregory.kern@state.mn.us

January 3, 2012

Mr. Jack Davis  
City of East Bethel  
2241 221<sup>st</sup> Avenue NE  
East Bethel, MN 55011

RE: Request for FY 2013 Municipal Agreement Program Funding  
TH 65 Access Closure and Frontage Road project  
City of East Bethel

Dear Mr. Davis:

I am writing to inform you of the decision reached by the Fiscal Year (FY) 2013 Municipal Agreement Program Selection Committee regarding the above referenced project.

After considering the 16 candidate projects submitted for inclusion in the FY 2013 Program it was decided to offer a maximum contribution by Mn/DOT of \$702,000 (this includes \$52,000 for Construction Engineering and Inspection). The proposal was rated 2nd out of 7 projects selected for funding.

The award is for improvements to TH 65 in the City of East Bethel. The proposed improvements include closure of the direct access and median cross over at 219<sup>th</sup> Avenue NE along with frontage road extension from 215<sup>th</sup> Avenue NE to County Road 74 (221<sup>st</sup> Avenue NE) on the west side of TH 65.

The referenced funding amount is the maximum amount of Mn/DOT Metro Municipal Agreement funding available for this project. Municipal Agreement funds can only be used for construction items that can be justified in accordance with the Mn/DOT Cost Participation Policy. If the cost of eligible items falls below this maximum amount, the funds awarded will be reduced to match the cost of the eligible items. A copy of the Mn/DOT Cost Participation Policy can be viewed at <http://www.dot.state.mn.us/stateaid/ProjDeliv/agreements/information/ds11.pdf>

If this funding is accepted by your agency you will be expected to provide project plans and specifications to my office that conform to a Mn/DOT format. They will be reviewed and commented on by Mn/DOT functional groups. Please contact the Metro functional groups directly for specific questions relating to their area and copy the State Aid Project Manager on correspondence. We will provide the Municipal Agreement Program process information upon request. All Right-of-Way costs and acquisition, Utility Relocation as applicable and Preliminary Engineering are the responsibility of the local agency.

Page 2  
January 3, 2012

An agreement will be written by Mn/DOT's Office of Technical Support and must be fully executed prior to award of the project. To receive the funds, this project must be let by June 30, 2013. After that date the money becomes unavailable to our office.

Please reply in writing by January 24, 2012 if the City of East Bethel would like to accept this funding. The written confirmation should include acceptance of the conditions of Right-of-Way, Utility Relocation and Design along with the funding level proposed. If funding is accepted by the city a State Aid Project Manager will be assigned and we will contact you to set up a project kickoff meeting.

If you have any questions about the selection process or funding situation please feel free to contact me.

Sincerely,



Gregory Kent, P.E.

Acting Cooperative Agreement Engineer

cc: Craig Jochum, East Bethel City Engineer \*  
Greg Coughlin, MnDOT-Metro State Aid \*  
Wayne Norris, MnDOT-North Area Manager \*  
Mark Lindeberg, MnDOT-North Area Engineer \*  
Lars Impola, MnDOT -Metro Traffic \*

\* Electronic Copy Only

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

**RESOLUTION 2012-14**

**RESOLUTION ACCEPTING FY 2013 MUNICIPAL AGREEMENT PROGRAM FUNDS  
FOR THE UPGRADING AND CONSTRUCTION OF A FRONTAGE ROAD ALONG  
TH #65 TO CONSOLIDATE ACCESS POINTS ONTO TH #65**

**WHEREAS**, Per resolution 2011-45 the City of East Bethel requested State participation to construct a frontage road extension along the west side of TH #65 between 215<sup>th</sup> Avenue NE and 221<sup>st</sup> Avenue NE in order to eliminate the median opening at 219<sup>th</sup> Avenue NE and Trunk Highway 65 and eliminate the direct access onto TH #65 at 219<sup>th</sup> Avenue NE; and

**WHEREAS**, the City understands that all right of way, utility relocation and design costs are City responsibilities; and

**WHEREAS**, the State has approved the City's request for such participation;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT:** the City of East Bethel hereby accepts the funds in the amount of \$702,000 for the construction of the improvement as outlined in the grant application dated August 26, 2011.

Adopted by the City Council of the City of East Bethel this 18<sup>th</sup> day of January, 2012.

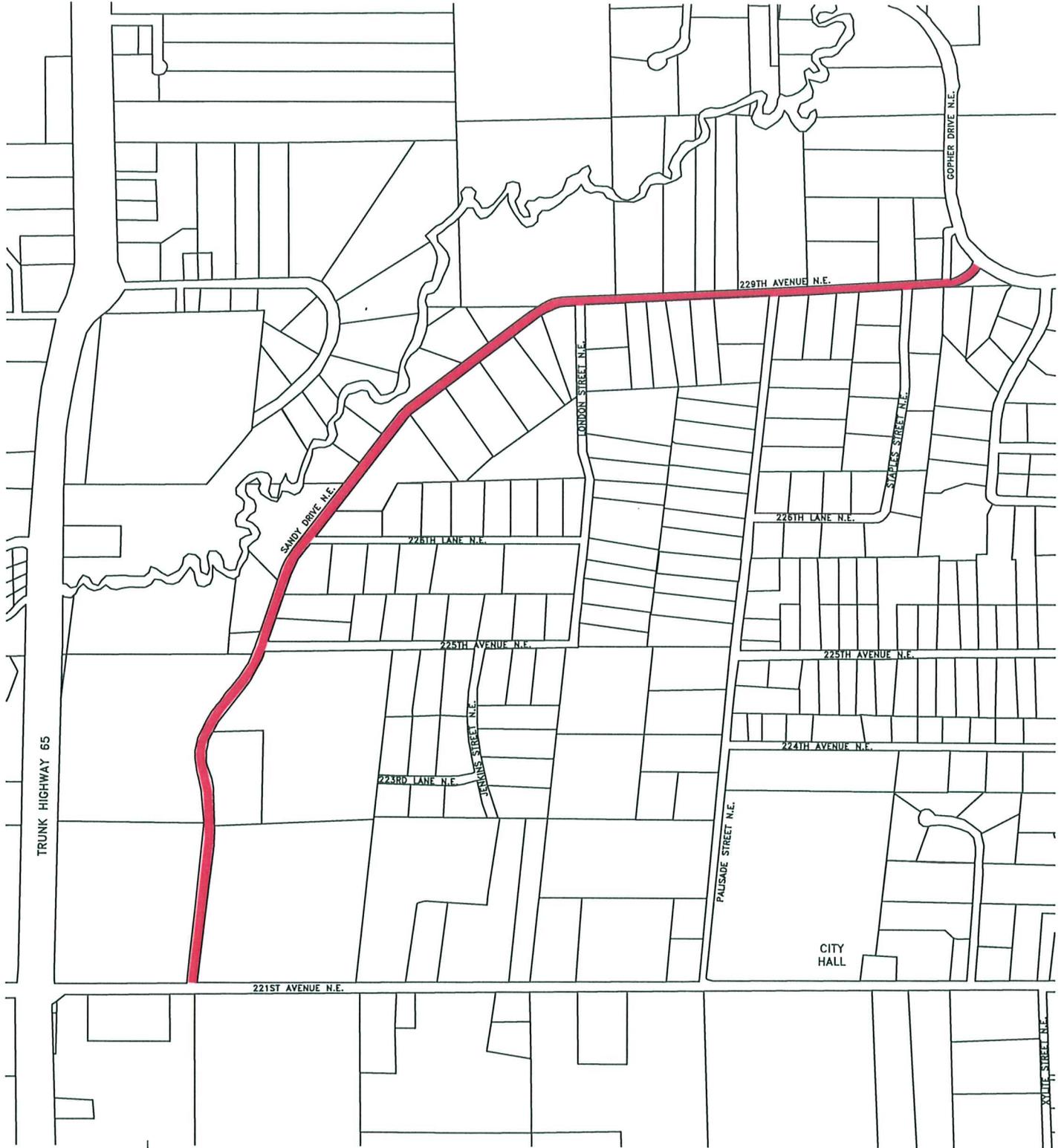
CITY OF EAST BETHEL

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Richard Lawrence, Mayor

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Jack Davis, City Administrator



 PROJECT LOCATION

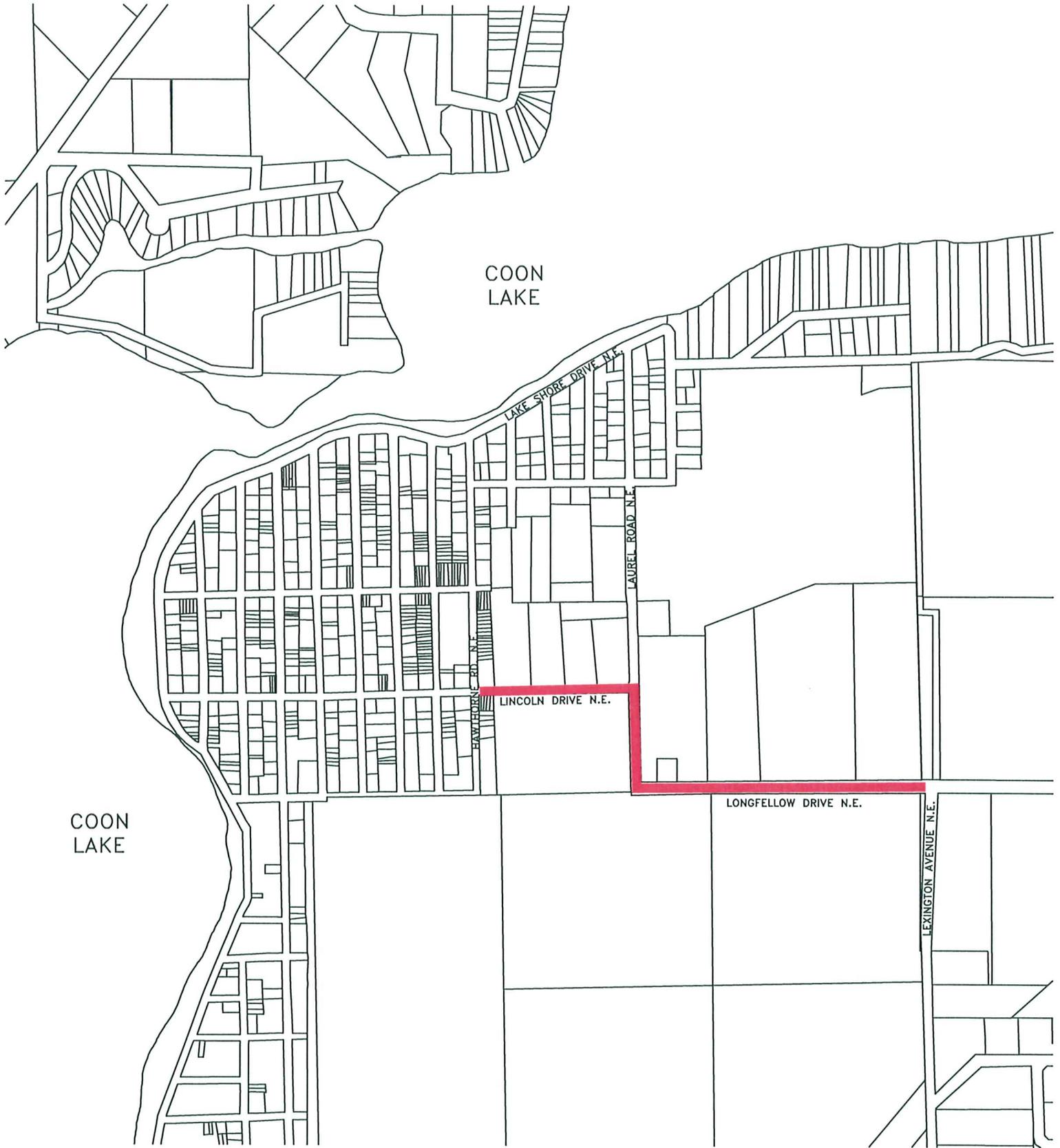
# LOCATION MAP ATTACHMENT 4



— PROJECT LOCATION



# LOCATION MAP ATTACHMENT 5



COON  
LAKE

COON  
LAKE

LINCOLN DRIVE N.E.

LONGFELLOW DRIVE N.E.

LEXINGTON AVENUE N.E.

LAKE SHORE DRIVE N.E.

LAUREL ROAD N.E.

HAWTHORNE RD N.E.



— PROJECT LOCATION

# LOCATION MAP ATTACHMENT 6

# Summary of Funding

Year	Jackson Street	Sandy Drive	Service Road	Lincoln/Laurel/Longfellow	Total Need	New Year MSA Balance	MSA Allotment	Advancement Need	Year End MSA Balance
2012	\$1,313,105	\$120,000	\$0	\$0	\$1,433,105	\$365,500	\$546,000	\$521,605	-\$521,605
2013	\$0	\$0	\$888,968	\$800,000	\$1,688,968	-\$521,605	\$546,000	\$1,142,968	-\$1,664,573
2014	\$0	\$0	\$0	\$0	\$0	-\$1,664,573	\$546,000	\$0	-\$1,118,573
2015	\$0	\$0	\$0	\$0	\$0	-\$1,118,573	\$546,000	\$0	-\$572,573
2016	\$0	\$0	\$0	\$0	\$0	-\$572,573	\$546,000	\$0	-\$26,573
2017	\$0	\$0	\$0	\$0	\$0	-\$26,573	\$546,000	\$0	\$519,427



# City of East Bethel City Council Agenda Information

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**Date:**

January 18, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 11.0 B.3

\*\*\*\*\*

**Agenda Item:**

Pay Estimate #8 for the Phase 1, Project 1 Utility Improvements

\*\*\*\*\*

**Requested Action:**

Consider approval of Pay Estimate #8

\*\*\*\*\*

**Background Information:**

Attached is a copy of Pay Estimate #8 to S.R. Weidema for the construction of the Phase 1, Project 1 Utility Improvements. The major pay items for this pay request include sanitary sewer construction along TH 65, site restoration 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. We recommend partial payment of \$655,468.02. 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	\$3,324,841.78	\$3,008,047.89	\$316,793.88
City	\$2,408,626.26	\$2,102,725.52	\$305,900.74
<b>Total</b>	<b>\$5,733,468.03</b>	<b>\$5,110,773.41</b>	<b>\$622,694.62</b>
<b>Escrow Payment Summary</b>			
	Totals to Date	Less Previous Payments	Amount Due this Estimate
MCES	\$174,991.67	\$158,318.31	\$16,673.36
City	\$126,769.80	\$110,669.76	\$16,100.04
<b>Total</b>	<b>\$301,761.47</b>	<b>\$268,988.07</b>	<b>\$32,773.40</b>

**Attachments:**

1. Pay Estimate #8

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**Fiscal Impact:**

This estimate includes payment of \$622,694.62 to S.R. Weidema and \$32,773.40 to the escrow account for a total of \$655,468.02. Payment for this project will be financed from the bond proceeds. Funds, as noted above, are available and appropriate for this project.

\*\*\*\*\*

**Recommendation(s):**

Staff recommends Council consider approval of Pay Estimate #8 in the amount of \$622,694.62 to S.R. Weidema and \$32,773.40 to the TCF Bank escrow account for the Phase 1, Project 1 Utility Improvements.

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**City Council Action**

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

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

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

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

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

<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. 8		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
EXTRA WORK		\$2,492.00
<b>TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS</b>		\$12,048,367.65
MCES STORED MATERIALS TO DATE		\$1,010,333.55
EAST BETHEL STORED MATERIALS TO DATE		\$365,431.25
<b>TOTAL, STORED MATERIALS TO DATE</b>		\$1,375,764.80
DEDUCTION FOR MCES STORED MATERIALS USED IN WORK COMPLETED		\$758,957.05
DEDUCTION FOR EAST BETHEL STORED MATERIALS USED IN WORK COMPLETED		\$209,136.09
<b>TOTAL DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED</b>		\$968,093.14
TOTAL DUE MCES STORED MATERIALS TO DATE		\$251,376.50
TOTAL DUE EAST BETHEL STORED MATERIALS TO DATE		\$156,295.16
<b>TOTAL DUE, STORED MATERIALS TO DATE</b>		\$407,671.66
TOTAL, MCES COMPLETED WORK TO DATE		\$3,248,456.95
TOTAL, EAST BETHEL COMPLETED WORK TO DATE		\$2,379,100.90
<b>TOTAL, COMPLETED WORK TO DATE</b>		\$5,627,557.85
TOTAL, COMPLETED MCES WORK & STORED MATERIALS		\$3,499,833.45
TOTAL, COMPLETED EAST BETHEL WORK & STORED MATERIALS		\$2,535,396.06
<b>TOTAL, COMPLETED WORK &amp; STORED MATERIALS</b>		\$6,035,229.51
MCES RETAINED PERCENTAGE ( 5%)		\$174,991.67
EAST BETHEL RETAINED PERCENTAGE (5%)		\$126,769.80
<b>TOTAL RETAINED PERCENTAGE ( 5% )</b>		\$301,761.48
TOTAL EARNED LESS RETAINAGE MCES TO DATE		\$3,324,841.78
TOTAL EARNED LESS RETAINAGE EAST BETHEL TO DATE		\$2,408,626.26
<b>TOTAL EARNED LESS RETAINAGE TO DATE</b>		\$5,733,468.03
TOTAL, MCES AMOUNT PAID ON PREVIOUS ESTIMATES		\$3,008,047.90
TOTAL EAST BETHEL AMOUNT PAID ON PREVIOUS ESTIMATES		\$2,102,725.51
<b>TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES</b>		\$5,110,773.41
MCES THIS ESTIMATE		\$316,793.88
EAST BETHEL THIS ESTIMATE		\$305,900.74
<b>PAY CONTRACTOR AS ESTIMATE NO. 8</b>		\$622,694.62

**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 1/12/12

**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 1/11/12

**APPROVED FOR PAYMENT:**

OWNER:

By

Name

Title

Date

And

Name

Title

Date

**STORED MATERIALS**

East Bethel Gravity Interceptor & Discharge & Utility Infrastructure Project  
 CITY OF EAST BETHEL, MN  
 PROJECT NO. C12.100028

PAY ESTIMATE NO. 8

SUMMARY OF STORED MATERIALS: PAYMENT 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
		TOTAL STORED MATERIALS		TOTAL STORED MATERIALS		MATERIALS USED IN PROJECT		MATERIALS USED IN PROJECT		MATERIALS USED IN PROJECT		MATERIALS USED IN PROJECT				
		Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount			
8" PVC SEWER PIPE SDR 35	\$ 2.84		\$ -	1232 LF	\$ 3,498.88		\$ -	1232 LF	\$ 3,498.88		\$ -		\$ -			
8" PVC SEWER PIPE SDR 26	\$ 3.79		\$ -	2940 LF	\$ 11,142.60		\$ -	2474 LF	\$ 9,376.46		\$ -		\$ 1,766.14		\$ -	\$ 1,766.14
12" PVC SEWER PIPE SDR 26	\$ 8.74		\$ -	672 LF	\$ 5,873.28		\$ -	203 LF	\$ 1,774.22		\$ -		\$ 4,099.06		\$ -	\$ 4,099.06
15" PVC SEWER PIPE SDR 26	\$ 12.92		\$ -	168 LF	\$ 2,170.56		\$ -	1428 LF	\$ 13,608.84		\$ -		\$ 2,170.56		\$ -	\$ 2,170.56
15" PVC SEWER PIPE SDR 35	\$ 9.53		\$ -	3500 LF	\$ 121,695.00		\$ -	322 LF	\$ 11,195.94		\$ -		\$ 13,608.84		\$ -	\$ 13,608.84
24" PVC SEWER PIPE SDR 26	\$ 34.77		\$ -	560 LF	\$ 14,123.20		\$ -	854 LF	\$ 2,060.68		\$ -		\$ 14,123.20		\$ -	\$ 14,123.20
24" PVC SEWER PIPE PS46	\$ 25.22		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
60" SNTZ/PN25 GRAVITY SEWER PIPE_WFWC	\$ 2.42		\$ -	1187.65 LF	\$ 302,850.75		\$ -	1187.65 LF	\$ 302,850.75		\$ -		\$ 263.78		\$ -	\$ 263.78
24" PVC C905 DR 21 WM	\$ 255.00		\$ -	1780 LF	\$ 87,255.60		\$ -	1780 LF	\$ 87,255.60		\$ -		\$ 72,823.13		\$ -	\$ 72,823.13
12" PVC C900 DR 18 WM	\$ 49.02		\$ -	820 LF	\$ 10,799.40		\$ -	820 LF	\$ 10,799.40		\$ -		\$ -		\$ -	\$ -
8" PVC C900 DR 25 WM	\$ 13.17		\$ -	2400 LF	\$ 10,680.00		\$ -	2299 LF	\$ 10,230.55		\$ -		\$ 449.45		\$ -	\$ 449.45
16" PVC C905 PIPE DR 21 WM	\$ 4.45		\$ -	4220 LF	\$ 82,754.20		\$ -	3117 LF	\$ 61,124.37		\$ -		\$ 21,629.83		\$ -	\$ 21,629.83
4" GATE VALVE	\$ 19.61		\$ -	17 EA	\$ 6,987.85		\$ -	17 EA	\$ 6,987.85		\$ -		\$ -		\$ -	\$ -
6" GATE VALVE	\$ 524.88		\$ -	23 EA	\$ 12,072.24		\$ -	20 EA	\$ 10,497.60		\$ -		\$ 1,574.64		\$ -	\$ 1,574.64
8" GATE VALVE	\$ 835.46		\$ -	10 EA	\$ 8,354.60		\$ -	10 EA	\$ 8,354.60		\$ -		\$ -		\$ -	\$ -
HYDRANT	\$ 2,544.46		\$ -	23 EA	\$ 58,522.58		\$ -	13 EA	\$ 33,077.98		\$ -		\$ 25,444.60		\$ -	\$ 25,444.60
16" PVC C905 DR 14 DISCHARGE PIPING	\$ 44.46		\$ -	4060 LF	\$ 180,507.60		\$ -	3440 LF	\$ 152,942.40		\$ -		\$ 27,565.20		\$ -	\$ 27,565.20
42" / 72 SN 25 PN GRAVITY SEWER PIPE_WFWC	\$ 113.00		\$ -	2123.2 LF	\$ 239,921.60		\$ -	1344.5 LF	\$ 151,928.50		\$ -		\$ 87,993.10		\$ -	\$ 87,993.10
48" / 72 SN 25 PN GRAVITY SEWER PIPE_WFWC	\$ 136.00		\$ -	20.15 LF	\$ 2,740.40		\$ -	20.15 LF	\$ 2,740.40		\$ -		\$ -		\$ -	\$ -
42" / 100 SN 25 PN GRAVITY SEWER PIPE_WFWC	\$ 125.00		\$ -	481.8 LF	\$ 60,225.00		\$ -	481.8 LF	\$ 60,225.00		\$ -		\$ -		\$ -	\$ -
42" / 46 SN 25 PN GRAVITY SEWER PIPE_WFWC	\$ 100.00		\$ -	882.7 LF	\$ 88,270.00		\$ -	882.7 LF	\$ 88,270.00		\$ -		\$ -		\$ -	\$ -
36" / 72 SN 25 PN GRAVITY SEWER PIPE_WFWC	\$ 96.00		\$ -	400.5 LF	\$ 38,448.00		\$ -	366 LF	\$ 35,136.00		\$ -		\$ 3,312.00		\$ -	\$ 3,312.00
TOTAL:			\$ 1,010,333.55		\$ 365,431.25		\$ 758,957.05		\$ 209,136.09		\$ 565,093.14		\$ 407,671.66		\$ 251,376.50	\$ 156,289.16
					\$ 1,375,764.80								\$ 407,671.66		\$ 407,671.66	

# CITY BOND SPLIT CALCULATIONS

SECTION	SUBTOTALS	SEWER	WATER	DESCRIPTION	CHECK TOTALS
MOBILIZATION	\$124,736.34	\$74,105.52	\$50,630.83	Apportioned	
REMOVALS	\$61,412.62	\$36,485.07	\$24,927.55	Apportioned	
DISCHARGE PIPING	\$0.00	\$0.00	\$0.00	Apportioned	
STREET & STORM SEWER	\$247,229.02	\$146,878.08	\$100,350.94	Apportioned	
EROSION CONTROL & RESTORATION	\$47,930.18	\$28,475.19	\$19,454.99	Apportioned	
OPTION 1 PILING	\$0.00	\$0.00	\$0.00	Apportioned	
OPTION 2 PILING	\$0.00	\$0.00	\$0.00	Apportioned	
CHANGE ORDERS	\$248,197.27	\$124,098.63	\$124,098.63	50%	
STORED MATERIALS	\$156,295.16	\$ 34,573.51	\$121,721.65	By Type	
SANITARY SEWER	\$1,092,713.17	\$1,092,713.17			
WATERMAIN	\$556,882.30		\$556,882.30		\$156,295.16
<b>TOTALS</b>		<b>\$1,537,329.16</b>	<b>\$998,066.90</b>		<b>\$2,379,100.90</b>
Total - Retainage		\$1,460,462.70	\$948,163.55		\$2,408,626.26
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
<b>THIS ESTIMATE</b>		<b>\$305,900.74</b>	<b>\$0.00</b>		<b>\$305,900.74</b>
		Sewer Total	Water Total		Check Total

Partial Pay Estimate No.:

8

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 DECEMBER 31, 2011

ITEM NO.	UNIT PRICE	AS BID		AS BID - CITY		AS BID - RICES		CURRENT ESTIMATE		CURRENT ESTIMATE - CITY		CURRENT ESTIMATE - RICES		COMPLETED TO DATE		COMPLETED TO DATE - CITY		COMPLETED TO DATE - RICES												
		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	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	0.07	LUMP SUM	\$17,860.00	0.03	LUMP SUM	\$6,939.00	0.04	LUMP SUM	\$10,919.95	0.46	LUMP SUM	\$117,300.00	0.18	LUMP SUM	\$45,599.48	0.28	LUMP SUM	\$71,700.52
2	01350	MAINTAIN DITCH FLOW	\$4,200.00	4	EACH	\$16,800.00	2.50	EACH	\$16,800.00	1.50	EACH	\$6,300.00		EACH	\$6,300.00		EACH	\$6,300.00		EACH	\$6,300.00	2.00	EACH	\$8,400.00	2.00	EACH	\$8,400.00		EACH	\$8,400.00
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	\$5,561.00		EACH	\$5,561.00		EACH	\$5,561.00		EACH	\$5,561.00		EACH	\$5,561.00		EACH	\$5,561.00
4	01350	UTILITY TESTING WATER	\$13.90	5000	KGAL	\$69,500.00	1,500.00	KGAL	\$19,500.00	3,500.00	KGAL	\$49,500.00		KGAL	\$49,500.00		KGAL	\$49,500.00		KGAL	\$49,500.00		KGAL	\$49,500.00		KGAL	\$49,500.00		KGAL	\$49,500.00
5	01350	FIRE CONSTRUCTION SURVEY / VIDEO TAPING	\$650.00	16	UNIT	\$10,400.00	14.00	UNIT	\$9,100.00	2.00	UNIT	\$1,300.00		UNIT	\$1,300.00		UNIT	\$1,300.00		UNIT	\$1,300.00		UNIT	\$1,300.00		UNIT	\$1,300.00		UNIT	\$1,300.00
6	01510	FIELD OFFICE	\$15,000.00	1	LUMP SUM	\$15,000.00	0.39	LUMP SUM	\$5,831.13	0.61	LUMP SUM	\$9,168.87	0.07	LUMP SUM	\$975.00	0.03	LUMP SUM	\$379.02	0.04	LUMP SUM	\$595.98		LUMP SUM	\$595.98		LUMP SUM	\$595.98		LUMP SUM	\$595.98
7	01550	TEMPORARY TRENCH RESTORATION	\$1.00	18250	SY	\$18,250.00	13,299.33	SY	\$13,299.33	4,950.67	SY	\$4,950.67		SY	\$4,950.67		SY	\$4,950.67		SY	\$4,950.67	9,193.00	SY	\$9,193.00	6,796.33	SY	\$6,796.33	2,397.67	SY	\$2,397.67
8	01550	TEMPORARY SWAMP ACCESS	\$32.30	4700	LF	\$151,810.00	1,933.33	LF	\$62,446.67	2,766.67	LF	\$89,363.33		LF	\$89,363.33		LF	\$89,363.33		LF	\$89,363.33	2,964.00	LF	\$95,327.00	865.33	LF	\$27,950.27	1,896.67	LF	\$54,886.93
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		LUMP SUM	\$15,281.44		LUMP SUM	\$15,281.44		LUMP SUM	\$15,281.44		LUMP SUM	\$15,281.44		LUMP SUM	\$15,281.44		LUMP SUM	\$15,281.44
10	01555	JERSEY BARRIERS	\$17.75	2850	LF	\$50,587.50	2,690.00	LF	\$47,747.50	1,600.00	LF	\$28,400.00		LF	\$28,400.00		LF	\$28,400.00		LF	\$28,400.00	2,645.00	LF	\$46,948.75	1,028.22	LF	\$18,250.87	1,616.78	LF	\$28,897.78
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	\$4,584.43		ALLOWANCE	\$4,584.43		ALLOWANCE	\$4,584.43		ALLOWANCE	\$4,584.43		ALLOWANCE	\$4,584.43		ALLOWANCE	\$4,584.43
12	02220	REMOVE BITUMINOUS PAVEMENT	\$1.16	22660	SY	\$26,289.60	13,264.67	SY	\$15,387.01	9,395.33	SY	\$10,899.59		SY	\$10,899.59		SY	\$10,899.59		SY	\$10,899.59	22,592.00	SY	\$26,289.60	12,831.33	SY	\$15,000.35	9,660.67	SY	\$11,206.37
13	02220	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	\$3.85	650	SY	\$2,507.50	516.67	SY	\$1,996.87	131.33	SY	\$505.63		SY	\$505.63		SY	\$505.63		SY	\$505.63		SY	\$505.63		SY	\$505.63		SY	\$505.63
14	02220	REMOVE CONCRETE DRIVEWAY PAVEMENT	\$0.50	2560	SF	\$1,280.00	2,162.33	SF	\$1,076.17	407.67	SF	\$203.83		SF	\$203.83		SF	\$203.83		SF	\$203.83	1,532.00	SF	\$766.00	1,219.00	SF	\$609.50	313.00	SF	\$156.50
15	02220	REMOVE CONCRETE CURB & GUTTER	\$2.15	1440	LF	\$3,096.00	1,059.67	LF	\$2,278.28	380.33	LF	\$817.72		LF	\$817.72		LF	\$817.72		LF	\$817.72	1,305.00	LF	\$2,806.82	46.67	LF	\$100.87	368.33	LF	\$781.89
16	02220	REMOVE STORM SEWER - 18" RCP	\$8.50	100	LF	\$850.00	56.33	LF	\$478.83	43.67	LF	\$371.17		LF	\$371.17		LF	\$371.17		LF	\$371.17	86.00	LF	\$721.00	46.67	LF	\$396.67	39.33	LF	\$334.33
17	02220	REMOVE STORM SEWER - 21" RCP	\$8.80	25	LF	\$215.00	6.00	LF	\$77.40	16.00	LF	\$137.60	16.00	LF	\$137.60		LF	\$137.60		LF	\$137.60	16.00	LF	\$137.60		LF	\$137.60		LF	\$137.60
18	02220	REMOVE STORM SEWER - 48" RCP	\$13.33	56	LF	\$742.88	55.00	LF	\$724.25		LF	\$724.25		LF	\$724.25		LF	\$724.25		LF	\$724.25	57.00	LF	\$758.20	23.00	LF	\$306.60		LF	\$306.60
19	02220	REMOVE CULVERT - 48" CMP	\$10.15	40	LF	\$406.00	4.00	LF	\$40.00	42.00	LF	\$426.30		LF	\$426.30		LF	\$426.30		LF	\$426.30	42.00	LF	\$426.30		LF	\$426.30		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	\$360.00		EACH	\$360.00		EACH	\$360.00	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	20.00	LF	\$560.00	20.00	LF	\$560.00	14.00	LF	\$392.00		LF	\$392.00		LF	\$392.00	14.00	LF	\$392.00	14.00	LF	\$392.00	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	20.00	LF	\$560.00	14.00	LF	\$392.00		LF	\$392.00		LF	\$392.00	8.00	LF	\$224.00	8.00	LF	\$224.00	14.00	LF	\$392.00
23	02220	SALVAGE AND REINSTALL STORM SEWER - 36" RCP	\$28.00	75	LF	\$2,100.00	25.00	LF	\$700.00	50.00	LF	\$1,400.00	32.00	LF	\$896.00		LF	\$896.00		LF	\$896.00	32.00	LF	\$896.00	40.00	LF	\$1,120.00	8.00	LF	\$224.00
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	\$516.00		LF	\$516.00		LF	\$516.00		LF	\$516.00		LF	\$516.00		LF	\$516.00
25	02220	SALVAGE AND REINSTALL THEATER MARQUEE	\$48,500.00	1	EACH	\$48,500.00	1.00	EACH	\$48,500.00	0.10	EACH	\$4,850.00		EACH	\$4,850.00		EACH	\$4,850.00		EACH	\$4,850.00	1.00	EACH	\$48,500.00	0.08	EACH	\$3,880.00	0.01	EACH	\$48.50
26	02220	SALVAGE AND REINSTALL LANDSCAPING	\$35,000.00	1	ALLOWANCE	\$35,000.00	0.85	ALLOWANCE	\$29,750.00	0.15	ALLOWANCE	\$5,250.00		ALLOWANCE	\$5,250.00		ALLOWANCE	\$5,250.00		ALLOWANCE	\$5,250.00		ALLOWANCE	\$5,250.00		ALLOWANCE	\$5,250.00		ALLOWANCE	\$5,250.00
27	02220	PRIVATE UTILITY REMOVAL, RELOCATION, TEMP SUPPORT	\$225,000.00	1	ALLOWANCE	\$225,000.00	1.00	ALLOWANCE	\$225,000.00	1.00	ALLOWANCE	\$225,000.00		ALLOWANCE	\$225,000.00		ALLOWANCE	\$225,000.00		ALLOWANCE	\$225,000.00		ALLOWANCE	\$225,000.00		ALLOWANCE	\$225,000.00		ALLOWANCE	\$225,000.00
28	02230	CLEARING & GRUBBING	\$68.00	190	EACH	\$12,920.00	80.00	EACH	\$5,440.00	110.00	EACH	\$7,480.00	96.00	EACH	\$6,528.00	70.00	EACH	\$4,760.00	26.00	EACH	\$1,772.00	225.00	EACH	\$15,300.00	116.67	EACH	\$7,933.33	108.33	EACH	\$7,366.67
29	02230	CLEARING & GRUBBING	\$2,700.00	1.8	ACRE	\$5,130.00	1.40	ACRE	\$3,780.00	0.50	ACRE	\$1,350.00	1.80	ACRE	\$5,130.00		ACRE	\$5,130.00		ACRE	\$5,130.00	2.90	ACRE	\$7,830.00	2.23	ACRE	\$6,030.00	0.67	ACRE	\$1,800.00
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	\$1,300.00		LF	\$1,300.00		LF	\$1,300.00		LF	\$1,300.00		LF	\$1,300.00		LF	\$1,300.00
31	02960	2" FEATHER MILL	\$4.50	810	SY	\$3,645.00	910.00	SY	\$4,095.00		SY	\$4,095.00		SY	\$4,095.00		SY	\$4,095.00		SY	\$4,095.00		SY	\$4,095.00		SY	\$4,095.00		SY	\$4,095.00
32	02530	48" DIAMETER MANHOLE	\$371.25	602	LF	\$223,492.50	378.30	LF	\$140,443.88	223.70	LF	\$83,048.63	95.90	LF	\$35,625.15	14.34	LF	\$5,323.72	81.62	LF	\$30,301.43	451.60	LF	\$167,696.50	260.40	LF	\$96,673.50	191.20	LF	\$70,983.00
33	02530	60" DIAMETER MANHOLE	\$605.00	137	LF	\$82,885.00	6.30	LF	\$3,821.50	128.70	LF	\$77,863.50		LF	\$77,863.50		LF	\$77,863.50		LF	\$77,863.50	8.00	LF	\$4,840.00	8.00	LF	\$4,840.00	8.00	LF	\$4,840.00
34	02530	72" DIAMETER MANHOLE	\$800.00	6	LF	\$4,800.00	6.00	LF	\$3,600.00	6.00	LF	\$3,600.00	8.00	LF	\$6,400.00	8.00	LF	\$6,400.00		LF	\$6,400.00	8.00	LF	\$6,400.00	8.00	LF	\$6,400.00	8.00	LF	\$6,400.00
35	02530	84" DIAMETER MANHOLE	\$1,535.00	64	LF	\$98,240.00	8.00	LF	\$6,400.00	64.00	LF	\$98,240.00	24.00	LF	\$36,840.00		LF	\$36,840.00		LF	\$36,840.00	24.00	LF	\$36,840.00	56.00	LF	\$85,960.00	6.00	LF	\$9,160.00
36	02530	96" DIAMETER MANHOLE	\$2,365.00	8	LF	\$18,920.00	8.00	LF	\$6,400.00	8.00	LF	\$6,400.00		LF	\$6,400.00		LF	\$6,400.00		LF	\$6,400.00		LF	\$6,400.00		LF	\$6,400.00		LF	\$6,400.00
37	02530	108" DIAMETER MANHOLE	\$2,370.00	10	LF	\$23,700.00	10.00	LF	\$10,000.00	10.00	LF	\$10,000.00		LF	\$10,000.00		LF	\$10,000.00		LF	\$10,000.00	13.00	LF	\$30,810.00	13.00	LF	\$30,810.00	13.00	LF	\$30,810.00
38	02530	12																												

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 DECEMBER 30, 2013

ITEM NO.	ITEM	AS BLD		AS BLD - CITY		AS BLD - MCE		CURRENT ESTIMATE		CURRENT ESTIMATE - CITY		CURRENT ESTIMATE - MCE		COMPLETED TO DATE		COMPLETED TO DATE - CITY		COMPLETED TO DATE - MCE		
		UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT						
112	02535	6" PVC C905 DR 14 DISCHARGE PIPING	270	LF	\$8,370.00	270	LF	\$8,370.00	270	LF	\$8,370.00	270	LF	\$8,370.00	257.00	LF	\$7,967.00	257.00	LF	\$7,967.00
113	02535	16" PVC C905 DR 14 DISCHARGE PIPING	4,060	LF	\$235,480.00	4,060	LF	\$235,480.00	4,060	LF	\$235,480.00	4,060	LF	\$235,480.00	3,440.00	LF	\$199,520.00	3,440.00	LF	\$199,520.00
114	02535	21.6" OD HDPE DR 7 DIPS DISCHARGE PIPING	2873	LF	\$316,036.00	2,873	LF	\$316,036.00	2,873	LF	\$316,036.00	2,873	LF	\$316,036.00		LF			LF	
115	02535	6" GATE VALVE	10	EACH	\$11,000.00	10	EACH	\$11,000.00	10	EACH	\$11,000.00	10	EACH	\$11,000.00	8.00	EACH	\$8,800.00	8.00	EACH	\$8,800.00
116	02445	DISCHARGE PIPE BORING - 16" CARRIER PIPE	95	LF	\$31,160.00	95	LF	\$31,160.00	95	LF	\$31,160.00	95	LF	\$31,160.00		LF			LF	
117	02445	SET UP BORING PIT (10-15 FEET)	7	EACH	\$16,850.00	7	EACH	\$16,850.00	7	EACH	\$16,850.00	7	EACH	\$16,850.00		EACH			EACH	
118	02240	DEWATERING (10-15 FEET)	370	LF	\$370.00	370	LF	\$370.00	370	LF	\$370.00	370	LF	\$370.00		LF			LF	
119	02535	MAINTENANCE MANHOLE	475	LF	\$147,250.00	475	LF	\$147,250.00	475	LF	\$147,250.00	475	LF	\$147,250.00		LF			LF	
120	02535	AIR / VACUUM RELEASE MANHOLE	3	EACH	\$76,095.00	3	EACH	\$76,095.00	3	EACH	\$76,095.00	3	EACH	\$76,095.00	11.54	LF	\$35,774.00	11.54	LF	\$35,774.00
121	02630	72" DIAMETER MANHOLE BOUYANCY COLLAR	3	EACH	\$4,560.00	3	EACH	\$4,560.00	3	EACH	\$4,560.00	3	EACH	\$4,560.00	1.00	EACH	\$1,520.00	1.00	EACH	\$1,520.00
122	02530	198" DIAMETER MANHOLE BOUYANCY COLLAR	3	EACH	\$7,725.00	3	EACH	\$7,725.00	3	EACH	\$7,725.00	3	EACH	\$7,725.00	1.00	EACH	\$2,575.00	1.00	EACH	\$2,575.00
123	02535	MANHOLE MARKER SIGN	4	EACH	\$240.00	4	EACH	\$240.00	4	EACH	\$240.00	4	EACH	\$240.00		EACH			EACH	
124	02535	4" INSULATION	350	SF	\$1,295.00	350	SF	\$1,295.00	350	SF	\$1,295.00	350	SF	\$1,295.00		SF			SF	
125	02535	TEMPORARY HYDRANT ASSEMBLY	2	EACH	\$6,320.00	2	EACH	\$6,320.00	2	EACH	\$6,320.00	2	EACH	\$6,320.00	1.00	EACH	\$3,160.00	1.00	EACH	\$3,160.00
126	02510	HYDRANT EXTENSION	6	LF	\$3,000.00	6	LF	\$3,000.00	6	LF	\$3,000.00	6	LF	\$3,000.00		LF			LF	
127	02510	VALVE BOX EXTENSION	6	LF	\$450.00	6	LF	\$450.00	6	LF	\$450.00	6	LF	\$450.00		LF			LF	
128	02530	CHIMNEY SEAL	2	EACH	\$530.00	2	EACH	\$530.00	2	EACH	\$530.00	2	EACH	\$530.00		EACH			EACH	
128	02535	FORCEMAIN FITTINGS	4300	POUND	\$25,800.00	4,300	POUND	\$25,800.00	4,300	POUND	\$25,800.00	4,300	POUND	\$25,800.00	1,704.00	POUND	\$10,224.00	1,704.00	POUND	\$10,224.00
130	02705	ADJUST CASTING	6	EACH	\$1,800.00	6	EACH	\$1,800.00	6	EACH	\$1,800.00	6	EACH	\$1,800.00		EACH			EACH	
131	02705	ADJUST VALVE BOX	10	EACH	\$2,360.00	10	EACH	\$2,360.00	10	EACH	\$2,360.00	10	EACH	\$2,360.00		EACH			EACH	
132	02510	HYDRANT & VALVE SUPPORT & FITTING BLOCKING IN POOR SOILS	30	LF	\$1,230.00	30	LF	\$1,230.00	30	LF	\$1,230.00	30	LF	\$1,230.00		LF			LF	
133	02510	8" PVC C900 DR 25 WATERMAIN	2380	LF	\$69,720.00	2,380	LF	\$69,720.00	2,380	LF	\$69,720.00	2,380	LF	\$69,720.00	2,289.00	LF	\$62,073.00	2,289.00	LF	\$62,073.00
134	02510	12" PVC C900 DR 18 WATERMAIN	810	LF	\$29,970.00	810	LF	\$29,970.00	810	LF	\$29,970.00	810	LF	\$29,970.00	822.00	LF	\$30,414.00	822.00	LF	\$30,414.00
135	02510	16" PVC C905 DR 21 WATERMAIN	3840	LF	\$168,960.00	3,840	LF	\$168,960.00	3,840	LF	\$168,960.00	3,840	LF	\$168,960.00	3,117.00	LF	\$157,146.00	3,117.00	LF	\$157,146.00
136	02510	24" PVC C905 DR 21 WATERMAIN	1350	LF	\$101,250.00	1,350	LF	\$101,250.00	1,350	LF	\$101,250.00	1,350	LF	\$101,250.00		LF			LF	
137	02510	18" 5' O.D. HDPE DR 11 DIPS WATERMAIN	790	LF	\$59,250.00	790	LF	\$59,250.00	790	LF	\$59,250.00	790	LF	\$59,250.00		LF			LF	
138	02510	32" O.D. HDPE DR 11 DIPS WATERMAIN	4040	LF	\$606,000.00	4,040	LF	\$606,000.00	4,040	LF	\$606,000.00	4,040	LF	\$606,000.00		LF			LF	
139	02445	WATERMAIN BORING - 16" CARRIER PIPE	380	LF	\$123,880.00	380	LF	\$123,880.00	380	LF	\$123,880.00	380	LF	\$123,880.00	288.00	LF	\$93,888.00	288.00	LF	\$93,888.00
140	02445	WATERMAIN BORING - 24" CARRIER PIPE	430	LF	\$187,910.00	430	LF	\$187,910.00	430	LF	\$187,910.00	430	LF	\$187,910.00		LF			LF	
141	02445	SET UP BORING PIT (0-10 FEET)	2	EACH	\$20,800.00	2	EACH	\$20,800.00	2	EACH	\$20,800.00	2	EACH	\$20,800.00		EACH			EACH	
142	02445	SET UP BORING PIT (0-15 FEET)	2	EACH	\$30,800.00	2	EACH	\$30,800.00	2	EACH	\$30,800.00	2	EACH	\$30,800.00		EACH			EACH	
143	02510	4" PVC C900 DR 25 WATER SERVICE	196	LF	\$2,850.00	196	LF	\$2,850.00	196	LF	\$2,850.00	196	LF	\$2,850.00	1.00	LF	\$15,400.00	1.00	LF	\$15,400.00
144	02510	4" PVC C900 DR 18 WATER SERVICE	490	LF	\$7,350.00	490	LF	\$7,350.00	490	LF	\$7,350.00	490	LF	\$7,350.00	406.00	LF	\$6,090.00	406.00	LF	\$6,090.00
145	02510	6" PVC C900 DR 18 WATER SERVICE	90	LF	\$1,980.00	90	LF	\$1,980.00	90	LF	\$1,980.00	90	LF	\$1,980.00	105.00	LF	\$2,310.00	105.00	LF	\$2,310.00
146	02510	8" PVC C900 DR 25 WATER SERVICE	130	LF	\$2,340.00	130	LF	\$2,340.00	130	LF	\$2,340.00	130	LF	\$2,340.00	119.00	LF	\$2,142.00	119.00	LF	\$2,142.00
147	02510	16" PVC C900 DR 18 HYDRANT LEAD	200	LF	\$4,400.00	200	LF	\$4,400.00	200	LF	\$4,400.00	200	LF	\$4,400.00	119.00	LF	\$2,618.00	119.00	LF	\$2,618.00
148	02510	16" PVC C900 DR 25 HYDRANT LEAD	70	LF	\$1,540.00	70	LF	\$1,540.00	70	LF	\$1,540.00	70	LF	\$1,540.00	80.00	LF	\$1,760.00	80.00	LF	\$1,760.00
149	02510	4" GATE VALVE	17	EACH	\$17,000.00	17	EACH	\$17,000.00	17	EACH	\$17,000.00	17	EACH	\$17,000.00	18.00	EACH	\$18,000.00	18.00	EACH	\$18,000.00
150	02510	6" GATE VALVE	26	EACH	\$28,600.00	26	EACH	\$28,600.00	26	EACH	\$28,600.00	26	EACH	\$28,600.00	20.00	EACH	\$22,000.00	20.00	EACH	\$22,000.00
151	02510	8" GATE VALVE	10	EACH	\$15,200.00	10	EACH	\$15,200.00	10	EACH	\$15,200.00	10	EACH	\$15,200.00	10.00	EACH	\$15,200.00	10.00	EACH	\$15,200.00
152	02510	12" GATE VALVE	2	EACH	\$5,250.00	2	EACH	\$5,250.00	2	EACH	\$5,250.00	2	EACH	\$5,250.00	2.00	EACH	\$5,250.00	2.00	EACH	\$5,250.00
153	02510	16" BUTTERFLY VALVE	12	EACH	\$36,000.00	12	EACH	\$36,000.00	12	EACH	\$36,000.00	12	EACH	\$36,000.00	6.00	EACH	\$24,000.00	6.00	EACH	\$24,000.00
154	02510	24" BUTTERFLY VALVE	8	EACH	\$45,280.00	8	EACH	\$45,280.00	8	EACH	\$45,280.00	8	EACH	\$45,280.00	8.00	EACH	\$24,000.00	8.00	EACH	\$24,000.00
155	02510	HYDRANT	21	EACH	\$69,720.00	21	EACH	\$69,720.00	21	EACH	\$69,720.00	21	EACH	\$69,720.00	13.00	EACH	\$43,160.00	13.00	EACH	\$43,160.00
156	02510	HYDRANT EXTENSION	11	LF	\$5,500.00	11	LF	\$5,500.00	11	LF	\$5,500.00	11	LF	\$5,500.00	2.00	LF	\$1,000.00	2.00	LF	\$1,000.00
157	02510	VALVE BOX EXTENSION	11	LF	\$825.00	11	LF	\$825.00	11	LF	\$825.00	11	LF	\$825.00	2.00	LF	\$150.00	2.00	LF	\$150.00
158	02705	ADJUST VALVE BOX	74	EACH	\$18,500.00	74	EACH	\$18,500.00	74	EACH	\$18,500.00	74	EACH	\$18,500.00		EACH			EACH	
159	02510	GATE VALVE MARKER SIGN	15	EACH	\$900.00	15	EACH	\$900.00	15	EACH	\$900.00	15	EACH	\$900.00		EACH			EACH	
160	02510	WATERMAIN FITTINGS	18500	POUND	\$148,500.00	16,500	POUND	\$148,500.00	16,500	POUND	\$148,500.00	16,500	POUND	\$148,500.00	7,902.00	POUND	\$71,118.00	7,902.00	POUND	\$71,118.00
161	02510	4" INSULATION	1500	SF	\$5,550.00	1,500	SF	\$5,550.00	1,500	SF	\$5,550.00	1,500	SF	\$5,550.00	149.00	SF	\$551.30	149.00	SF	\$551.30
162	02510	HYDRANT & VALVE SUPPORT & FITTING BLOCKING IN POOR SOILS	180	LF	\$7,380.00	180	LF	\$7,380.00	180	LF	\$7,380.00	180	LF	\$7,380.00		LF			LF	
163	02320	TRENCH CONSOLIDATION REPLACEMENT MATERIAL	80000	TON	\$240,000.00	24,350	TON	\$67,400.00	35,650	TON	\$142,600.00	35,650	TON	\$142,600.00		TON			TON	
164	02320	COMMON EXCAVATION (P)	7000	CY	\$44,450.00	4,323	CY	\$27,453.17	2,676	CY	\$16,996.83	410.55	CY	\$2,606.99	410.55	CY	\$2,606.99	7,000.00	CY	\$44,450.00
165	02330	SUBGRADE EXCAVATION (EV)	400	CY	\$3,600.00	235	CY	\$2,115.00	165	CY	\$1,485.00	165	CY	\$1,485.00	507.99	CY	\$4,571.81	338.66	CY	\$3,047.84
166	02330	SUBGRADE EXCAVATION REPLACEMENT MATERIAL	800	TON	\$6,000.0															

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 DECEMBER 30, 2011

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						
223	02530 GRAVITY SEWER PILING CONCRETE - PILE CAP, GRADE BEAM, MH BASE	\$406.92	1186	CY	\$588,850.20				1,186.00	CY	\$588,850.20										
224	02530 GRAVITY SEWER PILING STEEL - PILE CAP, GRADE BEAM, MH BASE	\$11.00	150255	POUND	\$150,255.00				150,255.00	POUND	\$150,255.00										
225	02531 TEST PILE (12.34')	\$132.80	200	LF	\$26,560.00				200.00	LF	\$26,560.00										
226	CHANGE ORDER NO 1 - FUEL COSTS	\$160,606.66																			
227	114 - 21.6" O.D. HDPE DR?	\$13.00	2875	LF	\$39,647.40	2,875.00	LF	\$39,647.40													
228	137 - 19.5" O.D. HDPE DR 11	\$7.63	796	LF	\$6,027.70	796.00	LF	\$6,027.70													
229	138 - 32" O.D. HDPE DR 11	\$16.69	4040	LF	\$67,427.60	4,040.00	LF	\$67,427.60													
230	101 - Sandery Sewer Casting	\$16.18	13	EACH	\$210.34	13.00	EACH	\$210.34													
231	102 - Watertight 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	\$55,986.76	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	6,470.00	LF	\$43,535.80													
237	2740 2" TYPE LV2 NON WEARING COURSE MIXTURE B - STREETS	\$55.80	-283	TON	-\$15,781.40	-206.02	TON	-\$11,495.85	-76.88	TON	-\$4,285.55										
238	2740 2" TYPE LV4 WEARING COURSE MIXTURE B - STREETS	\$6.80	-2340	SY	-\$15,912.00	-1,775.13	SY	-\$12,070.91	-564.87	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	-960	LF	-\$11,975.00	-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													
242	Modify Storm Structures on Ulysses & Buchanan	\$1,480.00	1	LS	\$1,480.00	1.00	LS	\$1,480.00													
243	Reduce MH 1 Height	\$3,100.00	-1.5	LF	-\$4,650.00				-1.50	LF	-\$4,650.00										
244	Eliminate AR 2	\$25,365.00	-1	EACH	-\$25,365.00				-1.00	EACH	-\$25,365.00										
245	Eliminate 72" Bouvavsky Collar	\$1,520.00	-1	EACH	-\$1,520.00				-1.00	EACH	-\$1,520.00										
246	MCEs Buy MH Parts / Equip. not Used on Proj	\$17,420.92	1	LS	\$17,420.92				1.00	LS	\$17,420.92										
247	Install Cost for Purchased Parts Included in MH1 Hgt	\$3,286.00	1	LS	\$3,286.00				1.00	LS	\$3,286.00										
248	Reinstall Top Sections MH1	\$1,750.00	1	LS	\$1,750.00				1.00	LS	\$1,750.00										
249																					
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<b>TOTAL AMOUNT:</b>					\$12,048,387.85		\$4,914,567.52		\$7,133,800.17		\$787,146.43		\$357,442.68		\$429,703.74		\$5,627,557.85		\$2,379,100.50		\$3,248,456.95



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

January 18, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 11.0 G.1

\*\*\*\*\*

**Agenda Item:**

Town Hall Meeting

\*\*\*\*\*

**Requested Action:**

Consider setting dates/times for Town Hall Meeting

\*\*\*\*\*

**Background Information:**

Over the past several years, City Council has directed that a Town Hall meeting be convened in the spring and fall of the year. These meetings allow for citizens to see and hear about activities in the City as well as provide a forum for questions and answers regarding these activities.

In the past, the spring event has been held in April. Regular Council Meeting dates in April include April 4<sup>th</sup> and April 18, 2012. April 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>, 2012 would be available for the spring event. The 25<sup>th</sup>, which is a Wednesday, is the date of the regular EDA meeting but this could be changed if a Wednesday is a better day for the Town Hall Meeting.

It had been suggested that a single annual event be considered until such time as there are more topics and projects to discuss outside those that can be addressed on the Public Forum at City Council. If Council should consider this course, it is suggested that the spring event would be more informative as it would provide an opportunity to provide information regarding the upcoming construction projects that are part of the roads and parks capital improvement programs.

\*\*\*\*\*

**Fiscal Impact:**

None

\*\*\*\*\*

**Recommendation(s):**

Staff is requesting Council direction on the date for the spring Town Hall meeting and consideration of scheduling this event as an annual meeting until the time is necessary to hold this meeting semi-annually.

\*\*\*\*\*

**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:**

January 18, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 11.0 G. 2

\*\*\*\*\*

**Agenda Item:**

Cigarette License Fee Amendment

\*\*\*\*\*

**Requested Action:**

Consider amending the 2012 Cigarette license fee

\*\*\*\*\*

**Background Information:**

Per Council direction, staff has reviewed the City's cigarette license fees for 2012 in relation to those of other Cities of comparable size and in proximity to East Bethel. From our analysis of the 11 Cities that responded to the survey, five have fees of \$100 or less, two have fees of \$125-150 and four have fees that range from \$200-250. The City of East Bethel's current fee is \$300 and is the highest of any of the Cities that were compared.

This fee was increased from \$250 to \$300 in 2008 to cover increased costs of enforcement.

There are currently 10 Tobacco/Cigarette licenses issued in the City. All licensees have paid \$300 for their 2012 license.

**Attachment(s):**

Comparable License Fee Survey

\*\*\*\*\*

**Fiscal Impact:**

Reduction in the Cigarette License Fee to \$100 would result in the City refunding \$2,000 to the 2012 license holders. This would represent a decrease of 0.0004 percent of the 2012 General Fund Revenues.

There were two Tobacco Sales Violations in 2012. The City Attorney has reported that it costs approximately \$165 for a Tobacco Sales Violation to be handled by their office.

\*\*\*\*\*

**Recommendation(s):**

Staff is seeking direction from City Council on this matter.

\*\*\*\*\*

**City Council Action**

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

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

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

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

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

FEE	EAST BETHEL	ANDOVER	ANOKA	BETHEL	BLAINE	CENTER VILLE	CIRCLE PINES	COL. HEIGHTS	COLUMBUS	COON RAPIDS	FRIDLEY	HAM LAKE	LINO LAKES	OAK GROVE	RAMSEY	ST. FRANCIS	Cambridge	Forest Lake	Harris	Hugo	Stillwater	Wyoming	
<b>LIQUOR LICENSES</b>																							
<b>3.2 Liquor Off Sale</b>	\$250	\$75	\$150	\$100	\$75	\$20	\$50	\$150	\$2,700	\$200	\$60	\$50	\$200	\$50	\$100	\$50	\$400	\$200	\$100	\$100	\$57.25	\$220	
<b>3.2 Liquor On Sale</b>	\$150	\$200	\$300	\$100	\$300	\$250	\$200	\$400	\$6,000	\$200	\$325	\$100	\$300	\$200	\$200	\$200	\$400	\$200	\$750 (beer and wine license)	\$150	\$162.75	\$32	
<b>3.2 Liquor Temporary/Special Event*</b>	n/a	\$25 (3-day max)	\$75	\$10	\$50	\$35 plus \$5 for each add'l day	n/a	\$100	\$100		\$60	\$25	\$50 (+\$5/day)	\$25	\$50	\$25/event	\$25	n/a	\$50	\$15	\$25	n/a	
<b>Liquor On Sale</b>	\$3,500	\$5,250	\$5,000	\$3,788	\$5,500	**	\$5,000	**	\$6,000	\$3,000	**	\$4,600	\$4,500	\$2,500	\$5,000	\$4,000	\$2,500	\$3,000	\$2,000	\$2,300	\$2,887.50	\$3,150	
<b>Liquor Off Sale</b>	\$380	\$200	n/a	\$100	\$200	\$100	\$250	n/a	\$240	\$200	n/a	\$380	\$200	\$250	\$380	n/a	n/a	\$200	\$150	\$100	\$200	\$100	
<b>(Reductions offered for Off-Sale Liquor license fees)</b>	\$100 (meet state criteria See Below)	n/a	n/a	n/a	n/a	10% reduction for meeting "Best Practices" program criteria	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$100 (meet state criteria), \$100 (purchase/use ID tech)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
<b>Wine</b>	\$500	\$500	\$400	n/a	\$1000 (seating)	\$300	\$300	\$2,000	\$3,000		\$1,000	\$700	\$500	\$200	\$1,000	\$200	\$400	\$500	n/a	\$200	\$315	n/a	
<b>Club</b>	n/a	n/a	\$200	n/a	\$300	n/a	n/a	n/a	**	\$300	\$300	\$300	\$300	\$200	n/a	\$200	\$650	\$300	n/a	\$200	\$446.25	n/a	
<b>Sunday Liquor Sale</b>	\$200	\$200	\$200	\$100	\$200	\$200	\$200	\$200	\$200	NA	\$200	\$200	\$200	\$200	\$200	\$200	\$200	n/a	\$200	\$200	\$200	\$200	
<b>Liquor Temporary/Special Event*</b>	n/a	n/a	\$75 (4 day max)	n/a	n/a	n/a	n/a	\$100	\$100		\$25	\$10	\$50	n/a	\$50	n/a	n/a	n/a	\$150	\$15	\$25	n/a	
<b>Setups</b>	n/a	n/a	n/a	n/a	n/a	n/a	\$25	n/a	n/a		n/a	n/a	\$25 (temporary)	n/a	n/a	n/a	\$200	\$100	n/a	n/a	n/a	n/a	
<b>Investigative Fees - Single (MN App)</b>	\$300	n/a	\$160	n/a	\$500	n/a	n/a	\$150	\$500		\$200	\$500	\$250	\$200	\$500	\$200	\$500	\$500	\$500	n/a	\$300	n/a	
<b>Investigative Fees - Other Conditions (listed)</b>	n/a	n/a	\$35 for Partnership, \$550 for Corporation	n/a	n/a	n/a	n/a	n/a	\$10,000 (outstate)		\$400 Partnership or Corporation	n/a	\$450 (3+)	Not to exceed \$10,000 (Out-of-state applicants)	\$500 for Partnership or Corporation	\$300 for Partnership, \$400 for Corporation	Not to exceed \$10,000 (Out-of-state applicants)	n/a	\$200 add'l per person, \$1000 escrow for out-of-state app., \$300 for Manager	n/a	n/a	n/a	
<b>Tobacco/Cigarette License</b>	\$300	\$250	\$250	n/a	\$150	\$85	\$200	\$300	n/a		\$125	\$75	\$50	\$100	\$250	\$150	\$200	\$250	\$175 (add'l \$100 when rec'd after due)	\$100	\$250	n/a	
<b>Automobile Dealer License Fee - Annual</b>	\$350	\$105	\$75 (used vehicles)	n/a	\$75	n/a	n/a	\$300	n/a		\$150 (used)	\$100	n/a	n/a	\$175	n/a	n/a	n/a	n/a		n/a	n/a	

\*Temporary/Special Event license fees are charged per day, unless otherwise indicated

\*\*See corresponding inset below for license fees

CENTERVILLE - On-Sale Liquor License Fees		COLUMBIA HEIGHTS - On-Sale Liquor License Fees		COLUMBUS - Club Liquor License Fees		FRIDLEY - On-Sale Liquor License Fees	
Category	Fees	Category	Fees	Category	Fees	Category	Fees
Interior	\$.60/sq ft	Class A	\$8,000	≤ 200 members	\$300	No Entertainment	
Exterior	\$.30/sq ft	Class B	\$6,500	201-500	\$500	0-3000 sq ft	\$6,000
Minimum	\$2,500	Class C	\$6,500	501-1000	\$650	1-6000 sq ft	\$7,000
Maximum	\$4,000	Class D	\$8,000	1001-2000	\$800	er 6000 sq ft	\$8,000
		Class E	\$5,500	2001-4000	\$1,000	Entertainment/Dancing	
				4001-6000	\$2,000	0-3000 sq ft	\$7,000
				> 6000	\$3,000	1-6000 sq ft	\$8,000

**Off Sale Reduction:**

c) The fee set by the jurisdiction issuing the license shall be reduced by \$100 if the following conditions are met: (1) the licensee agrees to have a private vendor train all employees within 60 days of hire and annually thereafter in laws pertaining to the sale of alcohol, the rules for identification checks, and the responsibilities of establishments serving intoxicating liquors; (2) the licensee agrees to post a policy requiring identification checks for all persons appearing to be 30 years old or less; and (3) a cash award and incentive program is established by the licensee, to award employees who catch underage drinkers, and a penalty program is established to punish employees in the event of a failed compliance check.



# City of East Bethel City Council Agenda Information

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**Date:**

January 18, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 11.0 G.3

\*\*\*\*\*

**Agenda Item:**

Anoka County-Blaine Airport Advisory Commission

\*\*\*\*\*

**Requested Action:**

Consider the appointment of a member to the Anoka County-Blaine Airport Advisory Commission

\*\*\*\*\*

**Background Information:**

The City has become a member of the Anoka County-Blaine Airport Advisory Commission. Membership on the Commission enables the City to keep abreast of developments at the airport as they relate to economic development through access to general aviation facilities and as part of the overall transportation element. The Commission is advisory only and there are no dues or costs to the City to belong. Current municipal members on the Commission include Circle Pines, Blaine, Mounds View, Lexington, Lino Lakes and Anoka County.

City Council appointed Jack Davis as an alternate member to this commission and it is recommended that Ed Fiore be appointed as the official City member with a term of two years or as amended by the Commission. Mr. Fiore's resume is attached for your review.

\*\*\*\*\*

**Fiscal Impact:**

None at this time

\*\*\*\*\*

**Recommendation(s):**

Staff is seeking direction from City Council as to the appointment.

\*\*\*\*\*

**City Council Action**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

January 9, 2012

Edward J. Fiore  
194 Ivy Rd.  
East Bethel, MN 55092

The following information is a brief professional biography of Mr. Ed Fiore. I am requesting to be appointed as East Bethel's representative to the Anoka County-Blaine Airport Advisory Commission.

I have resided in Minnesota since 1976. I lived in Andover from 1976 to 2006 and moved to East Bethel in 2006.

1976 to 1995..... Vice President of American Monarch Corp in St. Anthony. American Monarch was a manufacturing firm with approximately 120 employees.

1995 to 1996.... Consultant to Shauer Corp of Blue Ash, Ohio. I assisted in moving the assets of American Monarch to Blue Ash and in sales relations with former American Monarch customers.

1996 to 1997... MN Department of Public Services. I was the Administrator of a \$5,000,000.00 stipulation grant program between the State of MN and US West. The project had a 2 year life expectancy but was finished in 9 months. Over \$72,000.00 of unspent administration expenses was turned back for additional grants.

1997.... Retired

#### METROPOLITAN AIRPORT COMMISSION

1992 to 2001.... Appointed by Governor Carlson as a Commissioner

I served on the following Committees:

Operations and Management

Finance

Equal Opportunity

1998 to 2001.... Vice Chairman.

As part of my efforts as a MAC Commissioner, I worked with then Congressman James Oberstar to have a control Tower for the Anoka County Airport included in the 1994 FAA budget.

I worked with the State Legislature to develop legislation allowing the Anoka County Airport's East/West runway increased to 5,000 ft so an ILS (instrument landing system) could be incorporated at the airport. I have recently have been advising local groups on maintaining the east/west runway at 5000 ft.



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

January 18, 2012

\*\*\*\*\*

**Agenda Item Number:**

Item 11.0 G.4

\*\*\*\*\*

**Agenda Item:**

2012 Compensation Plan

\*\*\*\*\*

**Requested Action:**

Consider approving the 2012 pay plan for non-union employees, an increase in the 2012 cafeteria contribution for all employees and the 2012 Pay Equity Report.

\*\*\*\*\*

**Background Information:**

The Pay Table for 2012 is included for your review. Based on Council direction, the Pay Table for 2012 will remain the same as the Pay Table for 2011 except for Cafeteria Contributions. The Cafeteria Contributions will increase from \$894.36 to \$950.00 per month which is reflected in the 2012 Budget. The increase in Cafeteria Contributions is based on the Union Labor Agreement which compares increases in premiums and contribution comparisons to similar size cities.

Local Government Pay Equity Act, M.S. 471.991-471.999 and Minnesota Rules, Chapter 3920 requires local jurisdictions to submit a pay equity report to the State of Minnesota every three years. The City of East Bethel was in compliance based on the 2009 report and the next report is due January 31, 2012. The appropriate data on employee pay was entered into the software provided by the State of Minnesota and the resulting reports were generated. Although the City will not be notified until the fall of 2012 whether it is in compliance, the guide to the report indicates the City is in compliance. The second group of reports was generated after changing the Building Official and Building Inspector pay to reflect what was in place prior to the reduction in salaries approved on September 7, 2011.

**Attachment:**

1. 2012 Pay Plan
2. Compliance & Predicted Pay Report
3. Compliance & Predicted Pay Report (does not reflect Building Department's reduction in pay).

\*\*\*\*\*

**Fiscal Impact:**

As noted.

\*\*\*\*\*

**Recommendation(s):**

Staff is recommending approval of the 2012 Pay Plan and of the Pay Equity Report

\*\*\*\*\*

**City Council Action**

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

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

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

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

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

<b>2012 Compensation Plan</b>								<b>Unclassified Pay Plan</b>															
<b>Teamster's Local 320</b>								<b>Unclassified Pay Plan</b>															
<b>2012 Pay Plan</b>				<b>0.00%</b>				<b>Effective January 1, 2012</b>				<b>2012 Pay Plan</b>				<b>0.00%</b>				<b>Effective January 1, 2012</b>			
The following Pay Grade are not considered supervisory and/or management.								The following Pay Grade are not considered supervisory and/or management.															
<b>Grade</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>	<b>Grade</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>								
1	13.44	13.93	14.42	14.91	15.41	15.90	16.39	1	13.44	13.93	14.42	14.91	15.41	15.90	16.39								
2	14.48	15.01	15.54	16.07	16.60	17.13	17.66	2	14.48	15.01	15.54	16.07	16.60	17.13	17.66								
3	15.92	16.51	17.09	17.67	18.25	18.84	19.42	3	15.92	16.51	17.09	17.67	18.25	18.84	19.42								
4	17.52	18.16	18.80	19.44	20.08	20.72	21.36	4	17.52	18.16	18.80	19.44	20.08	20.72	21.36								
5	19.27	19.98	20.68	21.39	22.09	22.80	23.50	5	19.27	19.98	20.68	21.39	22.09	22.80	23.50								
6	21.21	21.98	22.76	23.53	24.31	25.08	25.86	6	21.21	21.98	22.76	23.53	24.31	25.08	25.86								
7	23.32	24.17	25.03	25.88	26.73	27.59	28.44	7	23.32	24.17	25.03	25.88	26.73	27.59	28.44								
8	25.64	26.58	27.52	28.46	29.39	30.33	31.27	8	25.64	26.58	27.52	28.46	29.39	30.33	31.27								
<b>2012 Pay Plan</b>				<b>0.00%</b>				<b>Effective January 1, 2012</b>				<b>2012 Pay Plan</b>				<b>0.00%</b>				<b>Effective January 1, 2012</b>			
The following Pay Grade are considered supervisory and/or management.								The following Pay Grade are considered supervisory and/or management.															
<b>Grade</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>	<b>Grade</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>								
9	27.89	28.91	29.93	30.95	31.97	32.99	34.01	9	27.89	28.91	29.93	30.95	31.97	32.99	34.01								
10	31.83	33.00	34.16	35.33	36.49	37.66	38.82	10	31.83	33.00	34.16	35.33	36.49	37.66	38.82								
11	33.80	35.04	36.27	37.51	38.75	39.98	41.22	11	33.80	35.04	36.27	37.51	38.75	39.98	41.22								
12	35.83	37.14	38.45	39.76	41.07	42.38	43.69	12	35.83	37.14	38.45	39.76	41.07	42.38	43.69								
13	38.86	40.28	41.70	43.12	44.55	45.97	47.39	13	38.86	40.28	41.70	43.12	44.55	45.97	47.39								
14	41.20	42.70	44.21	45.72	47.23	48.73	50.24	14	41.20	42.70	44.21	45.72	47.23	48.73	50.24								
15	43.67	45.27	46.87	48.47	50.06	51.66	53.26	15	43.67	45.27	46.87	48.47	50.06	51.66	53.26								
<b>Seasonal/Part Time</b>								<b>2012 Pay Plan</b>								<b>Effective January 1, 2012</b>							
Seasonal and Part Time				\$10.00-\$11.00 per hour				<b>City Administrator</b>				56.73											
<b>2012 Fire Fighter and Officer Pay Plan</b>								<b>Cafeteria Contribution for 2012</b>															
<b>Position</b>	<b># of Posiitons</b>			<b>Monthly Salary Rate</b>				<b>Monthly</b>	892.17														
Fire Chief	1			473.00				<b>STD/LTD and Life Monthly</b>	57.83														
District Fire Chief	2			254.00				950.00															
Captain	2			127.00																			
Lieutenant	3			102.00																			
Training Officer	1			102.00																			
<b>Training/Drill/Fire Call/Duty Officer/Fire Inspector</b>																							
Probationary Firefighter				\$8.12 per hour																			
Firefighter I				\$9.14 per hour																			
Firefighter II/Officer				\$10.15 per hour																			
Firefighter III/Officer				\$11.17 per hour																			
Fire Inspector				\$17.26 per hour																			
Duty Officer				126.88 per week																			

## Compliance Report

Jurisdiction: East Bethel  
2241- 221st Avenue N.E.

Report Year: 2012  
Case: 2 - 2011 DATA (Shared (Jur and MMB))

East Bethel MN 55011

Contact: Jack Davis

Phone: (763) 367-7850

E-Mail: jack.davis@ci.east-bethel.mn.us

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

### I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	6	7	0	13
# Employees	12	7	0	19
Avg. Max Monthly Pay per employee	5,227.25	5,284.14		5,248.21

### II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 233.33 \*

	Male Classes	Female Classes
a. # At or above Predicted Pay	2	5
b. # Below Predicted Pay	4	2
c. TOTAL	6	7
d. % Below Predicted Pay (b divided by c = d)	66.67	28.57

\*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

### B. T-test Results

Degrees of Freedom (DF) = 17	Value of T = -1.727
------------------------------	---------------------

a. Avg. diff. in pay from predicted pay for male jobs = (\$18)

b. Avg. diff. in pay from predicted pay for female jobs = \$265

III. SALARY RANGE TEST = 100.00 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 5.00

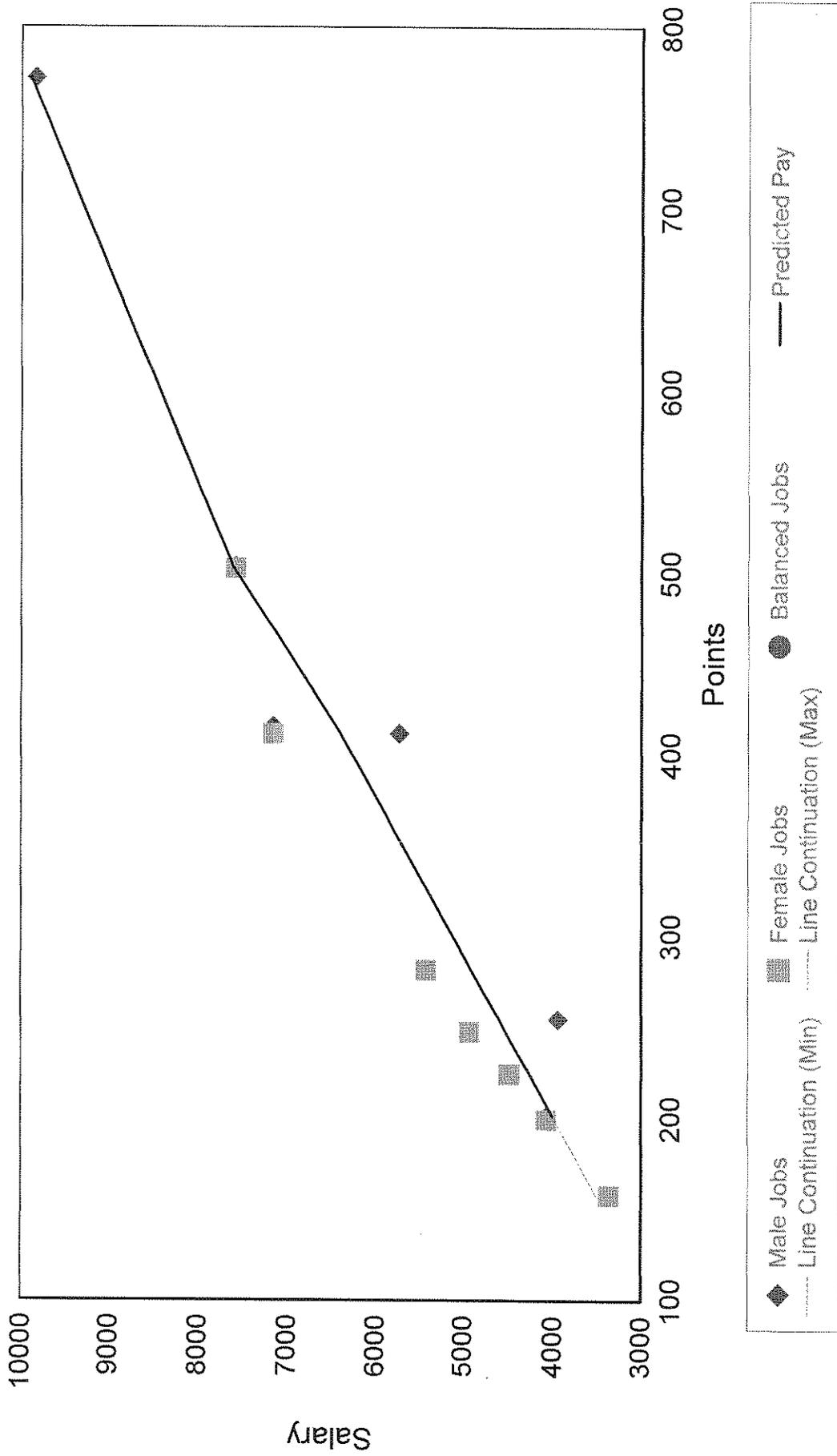
B. Avg. # of years to max salary for female jobs = 5.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP 0.00 \*

B. % of female classes receiving ESP 0.00

\*(If 20% or less, test result will be 0.00)



Predicted Pay Report for East Bethel  
Case : 2011 DATA

Job Nbr	Job Title	Nbr Males	Nbr Females	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
1	Receptionist	0	1	1	Female	157	\$3,366.00	\$3,513.23	(\$147.23)
2	Admin Support I	0	1	1	Female	199	\$4,073.00	\$3,979.71	\$93.29
3	PW Maintenance Worker	7	0	7	Male	201	\$4,073.00	\$4,001.92	\$71.08
4	Admin Support II	0	1	1	Female	224	\$4,482.00	\$4,257.54	\$224.46
5	Acct Tech II	0	1	1	Female	247	\$4,930.00	\$4,513.17	\$416.83
6	Bldg Inspector	1	0	1	Male	254	\$3,945.00	\$4,591.08	(\$646.08)
7	Deputy City Clerk	0	1	1	Female	281	\$5,420.00	\$4,891.13	\$528.87
9	Bldg Official/Code Enforcement	1	0	1	Male	411	\$5,720.00	\$6,390.92	(\$670.92)
10	City Planner	0	1	1	Female	411	\$7,145.00	\$6,390.92	\$754.08
11	Fire Chief	1	0	1	Male	415	\$7,145.00	\$6,443.60	\$701.40
13	Director of Fiscal Support Svs	0	1	1	Female	502	\$7,573.00	\$7,590.10	(\$17.10)
14	Public Works Manager	1	0	1	Male	503	\$7,573.00	\$7,603.48	(\$30.48)
15	City Administrator	1	0	1	Male	772	\$9,833.00	\$9,894.64	(\$61.64)

Job Number Count: 13

**Compliance Report**

Jurisdiction: East Bethel  
2241- 221st Avenue N.E.

Report Year: 2012  
Case: 3 - 2011 DATA revised 1 (Shared (Jur and MMB))

East Bethel MN 55011

Contact: Jack Davis

Phone: (763) 367-7850

E-Mail: jack.davis@ci.east-bethel.mn.us

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

**I. GENERAL JOB CLASS INFORMATION**

	<b>Male Classes</b>	<b>Female Classes</b>	<b>Balanced Classes</b>	<b>All Job Classes</b>
# Job Classes	6	7	0	13
# Employees	12	7	0	19
Avg. Max Monthly Pay per employee	5,428.08	5,284.14		5,375.05

**II. STATISTICAL ANALYSIS TEST**

**A. Underpayment Ratio = 233.33 \***

	<b>Male Classes</b>	<b>Female Classes</b>
a. # At or above Predicted Pay	4	6
b. # Below Predicted Pay	2	1
c. TOTAL	6	7
d. % Below Predicted Pay (b divided by c = d)	33.33	14.29

\*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

**B. T-test Results**

Degrees of Freedom (DF) = 17	Value of T = -1.694
------------------------------	---------------------

- a. Avg. diff. in pay from predicted pay for male jobs = \$5
- b. Avg. diff. in pay from predicted pay for female jobs = \$55

**III. SALARY RANGE TEST = 100.00 (Result is A divided by B)**

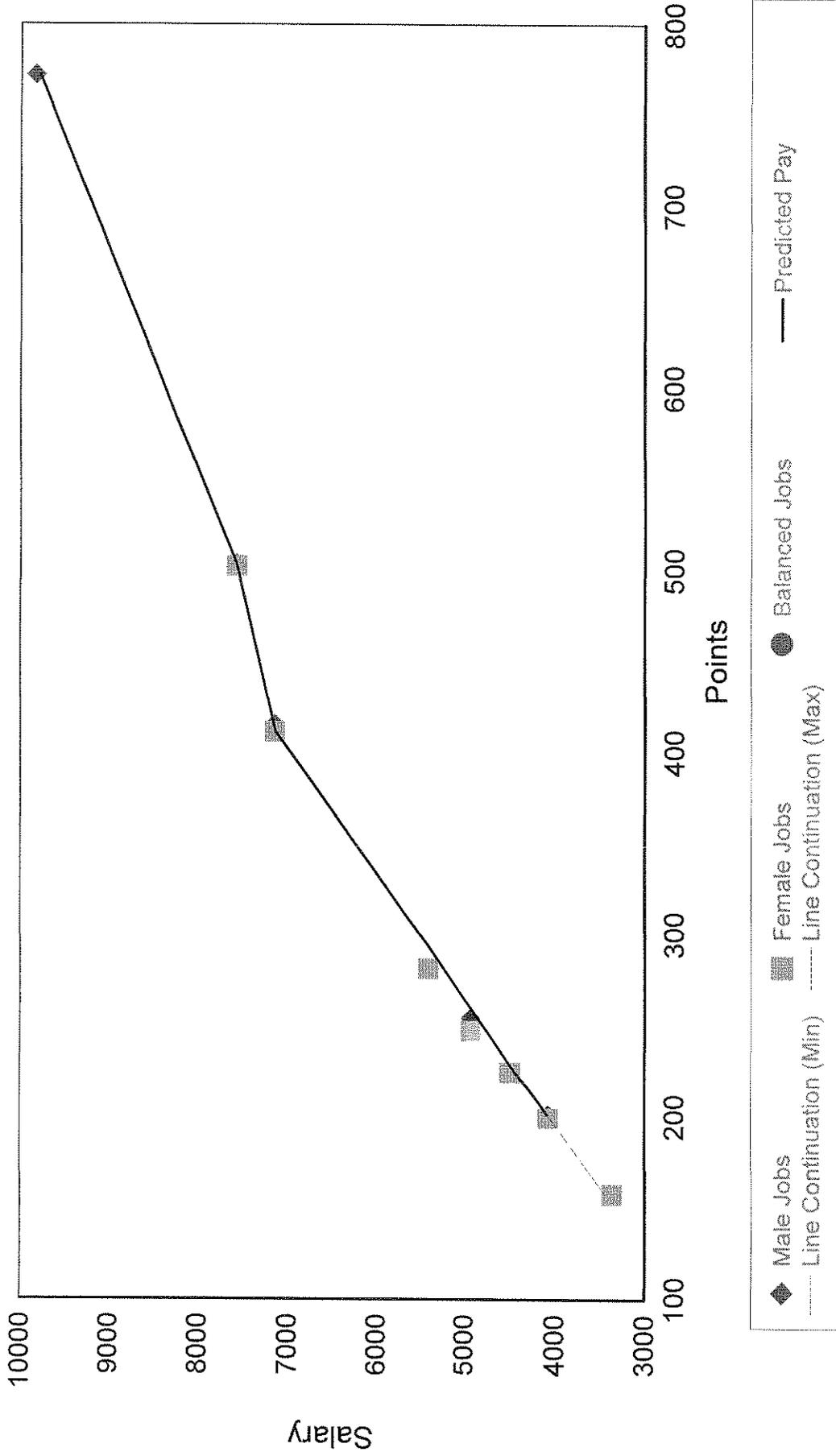
- A. Avg. # of years to max salary for male jobs = 5.00
- B. Avg. # of years to max salary for female jobs = 5.00

**IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)**

- A. % of male classes receiving ESP 0.00 \*
- B. % of female classes receiving ESP 0.00

\*(If 20% or less, test result will be 0.00)

Predicted Pay Report for East Bethel  
Case : 2011 DATA revised 1



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Case : 2011 DATA revised 1

Job Nbr	Job Title	Nbr Males	Nbr Females	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
1	Receptionist	0	1	1	Female	157	\$3,366.00	\$3,444.30	(\$78.30)
2	Admin Support I	0	1	1	Female	199	\$4,073.00	\$4,052.68	\$20.32
3	PW Maintenance Worker	7	0	7	Male	201	\$4,073.00	\$4,081.65	(\$8.65)
4	Admin Support II	0	1	1	Female	224	\$4,482.00	\$4,415.03	\$66.97
5	Acct Tech II	0	1	1	Female	247	\$4,930.00	\$4,748.41	\$181.59
6	Bldg Inspector	1	0	1	Male	254	\$4,930.00	\$4,850.03	\$79.97
7	Deputy City Clerk	0	1	1	Female	281	\$5,420.00	\$5,241.35	\$178.65
9	Bldg Official/Code Enforcement	1	0	1	Male	411	\$7,145.00	\$7,135.72	\$9.28
10	City Planner	0	1	1	Female	411	\$7,145.00	\$7,135.72	\$9.28
11	Fire Chief	1	0	1	Male	415	\$7,145.00	\$7,154.70	(\$9.70)
13	Director of Fiscal Support Svs	0	1	1	Female	502	\$7,573.00	\$7,567.76	\$5.24
14	Public Works Manager	1	0	1	Male	503	\$7,573.00	\$7,572.58	\$0.42
15	City Administrator	1	0	1	Male	772	\$9,833.00	\$9,786.94	\$46.06

Job Number Count: 13



# City of East Bethel City Council Agenda Information

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**Date:**

January 18, 2012

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**Agenda Item Number:**

Item 12.0 C

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**Agenda Item:**

Closed Session Project I Utilities Contract

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**Requested Action:**

Consider closing the regular session for an Attorney/Client discussion regarding the Project I Utilities contract.

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**Background Information:**

The session is closed pursuant to Minnesota Statutes 13D.05, Subd. 3.

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**Fiscal Impact:**

None

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**Recommendation(s):**

Staff is recommending closing the regular session to closed session pursuant to Minnesota Statutes 13D.05, Subd 3 for an Attorney/Client discussion of the Project I Utilities Contract.

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**City Council Action**

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

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

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

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

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



## **PUBLIC FORUM SIGN UP SHEET**

January 18, 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>

