

City of East Bethel

City Council Agenda

Regular Council Meeting – 7:30 p.m.

Date: January 4, 2012



Item

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

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

7:32 PM **3.0 Adopt Agenda**

7:34 PM **4.0 Public Forum**

7:44 PM **5.0 Consent Agenda**

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

- Page 5-9 A. Approve Bills
- Page 10-32 B. Meeting Minutes, December 21, 2011, Regular Meeting
- Page 33-34 C. Resolution 2012-01 Designation Official Newspaper
- Page 35-36 D. Resolution 2012-02 Setting Meeting Dates
- Page 37 E. Resolution 2012-03 Establishing Bank Depositories
- Page 38 F. Set Local Board of Appeals and Equalization Meeting Date
- Page 39-43 G. Approve 2012 Residential Recycling Agreement with Anoka County
- Page 44-48 H. License for Use of Digital and Oblique Aerial Photographs
- Page 49-53 I. Approve Agreement with MPCA for Monitoring Well for Hidden Haven Park
- Page 54 J. Approve Submission of Grant Application for 189th Ave and Buchanan St
- Page 55 K. Resolution 2012-05 Accepting Donation from the Ham Lake Chamber of Commerce

New Business

6.0 Commission, Association and Task Force Reports

- A. EDA Commission (**No Report**)
- B. Planning Commission (**No Report**)
- 7:49 PM C. Park Commission
 - Page 56-59 1. Adopt-A-Park Program
 - Page 60-61 2. Resolution 2012-06 for Exploration of Possible ATV Trail
- D. Road Commission (**No Report**)

7.0 Department Reports

- A. Community Development (**No Report**)
- 8:00 PM B. Engineer
 - Page 62-78 1. Resolution 2012-07 Awarding Bid for Water Treatment Plant No. 1
 - Page 79-83 2. Resolution 2012-08 Ordering Improvements and Preparation of Plans and Specifications for the Jackson Street Reconstruction Project.
 - Page 84-88 3. City Engineer – Contract Addendum No. 7
- 8:20 PM C. Attorney
 - Page 89-107 1. Bureau of Criminal Apprehension Joint Powers Agreement

- D. Finance (**No Report**)
 - E. Public Works (**No Report**)
 - F. Fire Department (**No Report**)
 - G. City Administrator
- 8:25 PM
- Page 108
 - Page 109-119
1. Appoint Anoka County – Blaine Airport Advisory Commission Member
 2. Ady Voltedge Contract

8.0 Other

- 8:40 PM
- Page 120-122
- 8:50 PM
- A. Council Reports
 - B. Other
1. Commission/Committee Assignment 2012

9:00 PM **9.0 Adjourn**



Payments for Council Approval January 4, 2012

2011 Bills to be Approved for Payment	\$27,105.58
2012 Bills to be Approved for Payment	\$24,558.60
Electronic Payments	\$24,226.03
Payroll City Council - December 22, 2011	\$1,461.07
Payroll City Staff - December 22, 2011	\$33,317.96
Total to be Approved for Payment	\$110,669.24

City of East Bethel
January 4, 2012
2011 Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Arena Operations	Concession for Resale	158273910	Coca-Cola Refreshments	615	49851	860.69
Arena Operations	Concession for Resale	807254	The Watson Co, Inc.	615	49851	381.40
Arena Operations	Gas Utilities	308114379	Xcel Energy	615	49851	2,543.41
Arena Operations	Motor Fuels	1057086185	Ferrellgas	615	49851	273.54
Arena Operations	Refuse Removal	1550755	Walters Recycling, Inc.	615	49851	163.60
Arena Operations	Refuse Removal	1550758	Walters Recycling, Inc.	615	49851	29.43
Building Inspection	Telephone	332373310-121	Nextel Communications	101	42410	17.60
Central Services/Supplies	Cleaning Supplies	590597073001	Office Depot	101	48150	12.17
Central Services/Supplies	Legal Notices	IQ 01792902	ECM Publishers, Inc.	101	48150	61.50
Central Services/Supplies	Office Equipment Rental	5896486-DC11	Pitney Bowes	101	48150	137.10
Central Services/Supplies	Office Supplies	590237024001	Office Depot	101	48150	45.68
Central Services/Supplies	Office Supplies	589764023001	Office Depot	101	48150	64.30
Central Services/Supplies	Office Supplies	589562373001	Office Depot	101	48150	37.21
Central Services/Supplies	Printing and Duplicating	962082	Do-Good.Biz	101	48150	402.86
Central Services/Supplies	Telephone	9121459	Integra Telecom	101	48150	222.29
City Administration	Travel Expenses	122711	Jack Davis	101	41320	93.80
Economic Development Authority	Commissions and Boards	2011	Brian Bezanson	232	23200	50.00
Economic Development Authority	Commissions and Boards	2011	Sherry Allenspach	232	23200	20.00
Fire Department	Gas Utilities	308114379	Xcel Energy	101	42210	1,123.76
Fire Department	Information Systems	50543741	Hewlett-Packard Company	101	42210	24.58
Fire Department	Personnel Advertising	11-0927-A	Premier Specialties	231	42210	298.95
Fire Department	Professional Services Fees	121411	City of East Bethel	231	42210	1,666.67
Fire Department	Refuse Removal	1550756	Walters Recycling, Inc.	101	42210	39.52
Fire Department	Software Licensing	B00485476	SHI	101	42210	252.23
Fire Department	Telephone	9121459	Integra Telecom	101	42210	138.95
Fire Department	Telephone	332373310-121	Nextel Communications	101	42210	103.47
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	470752507	Cintas Corporation #470	101	41940	20.82
General Govt Buildings/Plant	Gas Utilities	308114379	Xcel Energy	101	41940	491.63
General Govt Buildings/Plant	Park & Landscape Services	21729	Green Clean Carpet Care	101	41940	779.17
General Govt Buildings/Plant	Refuse Removal	1550759	Walters Recycling, Inc.	101	41940	27.89
General Govt Buildings/Plant	Small Tools and Minor Equip	58029	Menards - Forest Lake	101	41940	412.64
Mayor/City Council	Professional Services Fees	607457	North Suburban Access Corp	101	41110	120.00
Park Maintenance	Clothing & Personal Equipment	470752508	Cintas Corporation #470	101	43201	48.03
Park Maintenance	Clothing & Personal Equipment	470749105	Cintas Corporation #470	101	43201	48.03
Park Maintenance	General Operating Supplies	58029	Menards - Forest Lake	101	43201	52.05
Park Maintenance	Professional Services Fees	122711	Jill Teetzel	101	43201	45.00
Park Maintenance	Small Tools and Minor Equip	60688	Menards - Forest Lake	101	43201	101.46
Park Maintenance	Telephone	9121459	Integra Telecom	101	43201	50.94
Park Maintenance	Telephone	332373310-121	Nextel Communications	101	43201	70.07
Planning and Zoning	Commissions and Boards	2011	Julie Moline	101	41910	70.00
Planning and Zoning	Telephone	332373310-121	Nextel Communications	101	41910	17.49
Police	Professional Services Fees	40848	Gratitude Farms	101	42110	437.03
Recycling Operations	Gas Utilities	308114379	Xcel Energy	226	43235	137.92
Recycling Operations	Refuse Removal	1550757	Walters Recycling, Inc.	226	43235	268.57
Sewer Operations	Bldg/Facility Repair Supplies	59941791	John Deere Landscapes	602	49451	340.93
Sewer Operations	Bldg/Facility Repair Supplies	227	Menards Cambridge	602	49451	102.65
Street Maintenance	Bldgs/Facilities Repair/Maint	10962	Aker Doors, Inc.	101	43220	119.00
Street Maintenance	Bldgs/Facilities Repair/Maint	470752508	Cintas Corporation #470	101	43220	26.49
Street Maintenance	Bldgs/Facilities Repair/Maint	470749105	Cintas Corporation #470	101	43220	26.49
Street Maintenance	Clothing & Personal Equipment	470752508	Cintas Corporation #470	101	43220	47.45
Street Maintenance	Clothing & Personal Equipment	470749105	Cintas Corporation #470	101	43220	47.45
Street Maintenance	Conferences/Meetings	9900027124	MN Pollution Control Agency	101	43220	300.00

City of East Bethel
January 4, 2012
2011 Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Street Maintenance	Equipment Parts	H84304	H&L Mesabi	101	43220	2,596.98
Street Maintenance	Equipment Parts	H84392	H&L Mesabi	101	43220	922.40
Street Maintenance	Gas Utilities	308114379	Xcel Energy	101	43220	471.40
Street Maintenance	General Operating Supplies	342898	Ham Lake Hardware	101	43220	8.40
Street Maintenance	Motor Vehicle Services (Lic'd)	26931	Ancom Communications	101	43220	544.53
Street Maintenance	Professional Services Fees	122711	Jill Teetzel	101	43220	75.00
Street Maintenance	Refuse Removal	1550731	Walters Recycling, Inc.	101	43220	294.57
Street Maintenance	Repairs/Maint Machinery/Equip	169136	Lehmann's Power Equipment	101	43220	54.68
Street Maintenance	Repairs/Maint Machinery/Equip	169137	Lehmann's Power Equipment	101	43220	154.49
Street Maintenance	Shop Supplies	1539-116321	O'Reilly Auto Stores Inc.	101	43220	97.32
Street Maintenance	Shop Supplies	237139	S & S Industrial Supply	101	43220	57.15
Street Maintenance	Sign/Striping Repair Materials	86664	Gopher Sign Company	101	43220	614.57
Street Maintenance	Street Maint Materials	70773867	North American Salt Co.	101	43220	7,603.42
Street Maintenance	Telephone	9121459	Integra Telecom	101	43220	50.94
Street Maintenance	Telephone	332373310-121	Nextel Communications	101	43220	136.91
Water Utility Operations	Gas Utilities	121611	CenterPoint Energy	601	49401	148.91
						\$27,105.58

City of East Bethel
January 4, 2012
2012 Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Mayor/City Council	Commissions and Boards	40909	Sunrise River WMO	101	41110	8,778.92
Payroll	Insurance Premium	4748829	Delta Dental	101		988.05
Payroll	Insurance Premium	40909	Fort Dearborn Life Insurance	101		1,020.09
Payroll	Insurance Premium	C0026176241	Medica Health Plans	101		12,596.95
Payroll	Insurance Premium	40909	NCPERS Minnesota	101		128.00
Payroll	Union Dues	40909	MN Teamsters No. 320	101		593.35
Planning and Zoning	Professional Services Fees	213880	Anoka County Treasury Dept	101	41910	250.00
Street Maintenance	Other Equipment Rentals	105010386	Airgas North Central	101	43220	203.24
						\$24,558.60

City of East Bethel

January 4, 2012

Payment Summary

	Electronic Payments	
	PERA	\$6,095.05
	Federal Withholding	\$5,512.51
	Medicare Withholding	\$1,524.74
	FICA Tax Withholding	\$4,995.07
	State Withholding	\$2,168.60
	MSRS	\$3,930.06
		\$24,226.03



City of East Bethel City Council Agenda Information

Date:

January 4, 2012

Agenda Item Number:

Item 5.0 A-K

Agenda Item:

Consent Agenda

Requested Action:

Consider approving Consent Agenda as presented

Background Information:

Item A

Bills/Claims

Item B

Meeting Minutes, December 21, 2011 Regular City Council

Meeting minutes from the December 21, 2011 Regular City Council Meeting are attached for your review and approval.

Item C

Resolution 2012-01 Designation of Official Newspaper

The Anoka Union has requested that they be named as the official newspaper for the City for 2012. Resolution 2012-01 Designates the Anoka Union as the official newspaper for 2012. The City has named the Anoka Union as the official newspaper for many years.

Item D

Resolution 2012-02 Setting Meeting Dates

City Council adopts a resolution annually setting the meeting dates for City Council, Planning, Road and Park Commission meetings.

Staff recommends adoption of Resolution 2012-02 Setting the Meeting Dates for City Council, Planning, Road and Park Commission meetings for 2012.

Item E

Resolution 2012-03 Establishing Bank Depositories

Resolution 2012-03 identifies official depositories for City funds. These agencies or institutions are the approved depositories for City funds to include checking, money market or investments.

Item F

Set Local Board of Appeals and Equalization Meeting Date

Anoka County has advised the City that the Local Board of Appeals and Equalization (Board of Review) must meet between April 9 and May 10, 2012 to consider property valuation for taxes payable in 2013. Staff proposes that the Board of Review be scheduled on April 18, 2012 at 6:30 p.m. before the regularly scheduled Council meeting. Resolution 2012-04 sets that meeting date and time.

Item G

Approve 2012 Residential Recycling Agreement with Anoka County

Annually, the City receives a proposed agreement from Anoka County to share in the SCORE funding for recycling activities. The SCORE funds are made available through the State. Funds are collected by the state with a surcharge on waste disposal. In turn, the state provides grant dollars to counties and cities for their recycling activities such as clean-up day, recycle day, etc.

The City is eligible for reimbursement of up to \$30,300.00 for our recycling activities. Staff recommends approval of the Agreement for Residential Recycling Program with Anoka County for calendar year 2012 and direction to execute the agreement on the City's behalf.

Item H

License for Use of Digital and Oblique Aerial Photographs

Anoka County updated the GIS aerial photos with a 2011 Pictometry flight that took place in April 2011. The pictometry is a digital aerial imaging photography software tool that, when integrated with GIS, provides high resolution images of all parts of the county.

The aerials are made available to each municipality under the License for Use of Digital Ortho and Oblique Aerial Photographs Agreement. Under the agreement, the city received the aerials at a cost of \$1,815. The aerials are available through the county GIS website and the city GIS site. Anoka County is also excited about a product they purchased from Pictometry called Pictometry On-line (POL) which will allow the county to host the imagery and GIS data on a server at the County and allow entities to access it over the internet with a password protected log in. Staff is requesting Council approve the attached agreement authorizing the City's licensed use of this product.

Item I

Approve Agreement with MPCA for Monitoring Well for Hidden Haven Park

The Minnesota Pollution Control Agency is requesting permission for the installation of monitoring wells in East Bethel as part of the MPCA's Ambient Groundwater Quality Monitoring Networking program. There is a fact sheet prepared by the MPCA describing the program included in the attachments. Peer Engineering is a consultant for the MPCA, and has been contracted to assist with identifying viable permanent monitoring well locations and obtaining access for installation. The MPCA/State are paying all well installation and future sampling costs.

Also attached is the site summary sheet for the possible well location Hidden Haven Park. The actual location of the monitoring well can be moved based on the city's recommendation / future plans for the park. The monitoring well is 6" in diameter and sticks out of the ground approximately 2 feet and will have a lock on it. Please see the attached monitoring well design for the typical well construction. Also attached is the general MPCA access agreement for the groundwater quality monitoring program.

The Parks Commission unanimously voted to recommend the approval of the test well for Council approval. Staff also recommends the approval of this well subject to final location

approval by City staff. The City has approved two of these wells in the past in Whispering Oaks and Northern Boundaries Parks.

Item J

Approve Preparation of Grant Application for a service road to connect Trunk Highway 65 to Jackson Street.

The 2011 Legislature approved \$10 million of state transportation bond funds for the Local Road Improvement Program to assist townships, cities, and counties with the cost of constructing or reconstructing local road projects with statewide or regional significance. The maximum grant award is \$500,000 and projects must be approved for construction letting by June of 2013. The road improvement must qualify as regionally significant and must correct a transportation deficiency and incorporate a safety strategy as part of the project. Applications must be submitted by February 3, 2012.

The Road Commission and city staff have discussed possible project locations and have agreed that a connection between the Sauter Commercial Park at Trunk Highway 65 and 187th Lane and Viking Boulevard at Jackson Street would provide the most benefit to the city and have the highest chance of being awarded the grant. This connection would be accomplished by improving and extending 189th Avenue east from Jackson Street to connect with a northerly extension of Buchanan Street as shown on the attached map. If completed, this route would provide additional access to the Sauter Commercial Park from Viking Boulevard and help reduce the number of crossings required at 187th Lane and Trunk Highway 65 as well as benefiting future economic development in the new municipal services area.

Staff would prepare the application and analyze its impact on the MSA Capital Improvement Plan and present this back to Council for submission approval.

Item K

Resolution 2012-05 Accepting Donation from the Ham Lake Chamber of Commerce
In order to preserve the historically significant structure that served as a one room school house beginning in 1873, the building was moved to Booster East Park in October 2010.
Several organizations, businesses and individual have donated funds to renovate this building.

Staff is recommending adoption of Resolution 2012-05 Accepting Donation from the Ham Lake Chamber of Commerce for renovation of the school house building.

Fiscal Impact:

As noted above.

Recommendation(s):

Recommend approval of the Consent Agenda as presented.

City Council Action

Motion by: _____

Second by: _____

Vote Yes:_____

Vote No:_____

No Action Required:_____

EAST BETHEL CITY COUNCIL MEETING

December 21, 2011

The East Bethel City Council met on November 16, 2011 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 December 21, 2011 City Council meeting was called to order by Mayor Lawrence at 7:30 PM.**

Adopt Agenda **Boyer made a motion to adopt the December 21, 2011 City Council agenda. Voss seconded; all in favor, motion carries.**

Sheriff's Report Lieutenant Orlando gave the November 2011 report as follows:

DWI Arrests: There were five DWI arrests. Two stops took place as a result of traffic violations. Two arrests occurred after calls came in on driving conduct. One arrest occurred after the vehicle had been involved in a property damage hit and run accident.

Burglaries: There were nine burglaries reported. One was a vacant building where copper pipe was taken. Two were of homes. Three involved attached and detached garages where items were taken. One involved the attempted break in of a residence, where no entry was made.

Property Damage: There were three reports of damage to property. One involved an unknown vehicle driving through several yards in a neighborhood. One involved a DWI suspect that was arrested. The last involved a business sign.

Thefts: There were seventeen theft reports taken. One involved a suspicious vehicle found at a closed business, where a suspect was arrested possessing property stolen from the business. A juvenile theft suspect was charged after taking a bicycle from a residence and hiding it behind his home. There were two thefts reported that involved a "friend or acquaintance" taking property of the victim's. There was a theft of equipment from a trailer where a piece of equipment was located at a pawn shop. The investigation is still active. There were two thefts from vehicles reported – one where a purse was taken.

DeRoche asked it looks like DWI's are up little from last month? Lt. Orlando said they are up a little, but not concerning. Moegerle asked the misdemeanor arrests, thirteen this month compared to seven last month, is there anything notable about those arrests? Lt. Orlando said there was nothing notable about the arrests.

Public Hearing – Vacation of Sylvan Street Davis explained that City Council has reviewed proposals to vacate Sylvan Street. As part of the process no vacation shall be made unless it appears in the interest of the public to do so after a hearing preceded by two weeks' published and posted notice. The council shall cause written notice of the hearing to be mailed to each property owner affected by the proposed

vacation at least ten days before the hearing. In addition, if the street, alley, public grounds, public way, or any part thereof terminates at, abuts upon, or is adjacent to any public water, written notice of the petition or proposed resolution must be served by certified mail upon the commissioner of natural resources at least 60 days before the hearing on the matter. The notice to the commissioner of natural resources does not create a right of intervention by the commissioner. At least 15 days prior to convening the hearing required under this section, the council or its designee must consult with the commissioner of natural resources to review the proposed vacation.

The commissioner must advise the city council or its designee accordingly upon the evaluation.

The petitioners for this street vacation have been advised that the City can not sell this property but they can be charged the City's cost for expenses for this vacation.

All the provisions for satisfying the requirements of Statute 412.851 have been fulfilled and the public hearing for this street vacation can proceed.

The Public Hearing was opened.

Andy Nelson said he is one of the property owners adjacent to Sylvan Street. He said he is here on behalf of Dick Roback; he may want to say a few words. Nelson said and also Doug and Linda Foster (live next to us) who were given notice last summer that their septic was not compliant that they would have to adjust that. They contacted Ryan Lashinski a local septic provider. Lashinski said that Nelson's property which is next to Sylvan Street would have to be included in a new system, both well and septic. Nelson said he could not do that unless he could utilize enough space in Sylvan Street to do that. He said we visited with him three times looking at other options and closely looking at how it could be done within the boundaries and did not find a solution other than using Sylvan Street.

Nelson said talking to Dick Robeck and himself about making a formal request to the city to vacate that land in the public's interest, we have had council with the neighbor's and also with you to see if there is any public use of that land. He said it has no use for public access, no use for drainage, nor has it any use for fire from what he understands. Nelsons said so we would like you to entertain our request to vacate that land in order to adjust our space and get compliant with our septic system. He said he has any diagrams you want and Ryan is willing to come and talk to you about the options we looked at. Nelson said All three of us families have been residents of this property in excess of 60 years. His grandfather was a large farmer in East Bethel in the 30's so he knows this neighborhood very well.

Voss said this is somewhat confusing. He asked so you are at 4640. Nelson said yes. Voss asked and the Fosters are at 4644 which is further east? Nelson said that is correct. Voss said but yet the easement is on the west side. He said the easement doesn't affect the Foster's property, so can you explain more about why the easement is needed? Nelson said yes. He said in order for them to place a septic drainage field and well that affects the current well and septic he has. Nelson said it has to be moved for them to adjust it. He said it creates a Dominic effect. Nelson said so we have had the same contractor come out and to figure out a plan that would work.

Voss asked did we not address this with the license? Nelson said if he puts this on the city street with the license, at any time the city can repossess it or tell me to get off. He said

there are no provisions where he could have a permanent situation. Voss said that is true. Nelson said so he asked his attorney what could be done to adjust that license and the language and he said, "The way it is written there is no security there." He said so he could put \$20,000 into it and it could be taken away in a month, a year or five years. Boyer asked is there a reason we can't lease the land. Vierling said conveyance of real estate; you don't have the power to do that. He said this is a dedicated right of way; the city doesn't even have the power to sell it. Vierling said you can either vacate it or retain it.

Voss said there is a bit of caution we need to take as we proceed as a city in giving up land. He said just as Nelson said, there is no perceived use of this land. Voss said but it seems your fear of putting investments in this land is the city may have use in the future. He said to him it is recognizing the fact that there could be use in the future. Voss said there are a number of these that nothing has been done to them for 60-70 years. He said but that is not to say how long have we had cell phones, various things can come up. Voss said there might be some public use for that at some point. He said again, you are stating and we are agreeing that there is no perceived use for that land right now. Voss said but you are cautious to proceed on the license (which is the first time we have done this) because the city might have use for it in the future. Moegerle said she is aware that the city did a license for a term of years in 1985. She said this is something she would envision that would give Nelson some security but would not relinquish the cities interest. Moegerle said the term would have to make sense for a septic system, it is a major investment. She said one concern she has, is she has become aware that there are "state of the art" systems that are quite small. Moegerle said don't hold her to this, but she thinks they can even be under driveways they are so small. She asked have you looked at this, or is it cost prohibitive? Moegerle said she would like to see that addressed, because what we haven't been given is any measurements, etc. Nelson said if you would like he has some of those diagrams. Moegerle asked the question most important to her is how miniaturized have you looked at for septic systems?

Nelson said we trusted Ryan with any option he could figure out. He said he hasn't gotten into the boutiques possibilities, or the chemical toilets. Moegerle said no, she wasn't suggesting that. She said she does understand though that there are smaller septic. Nelson said if there was a possibility for license that would provide a lengthy term, he would look at that. He said but our preference would be for you to vacate it, easier and a lot more buildable situation. Boyer said he can appreciate that, but it is difficult to justify giving up 57 feet of lakeshore. He said that is a valuable piece of property and to give that up for nothing doesn't seem to be serving the greater residents of East Bethel well. Boyer said that is why he is quite willing to pursue the licensing idea. Nelson said that would be fine if you want to keep the lakeshore and just vacate the part that is necessary. Voss asked is this just the well and tank? Nelson said yes. Voss asked this is just a portion of it right, not going across the whole easement? Nelson said yes. Voss said he would think if we needed to put another utility in there the future, there would be enough width even with the licensing we would be able to work around that. He said just because we have to put a utility in there, doesn't mean your structures you put in there have to be tore out.

Boyer said he would assume staff would need time to pursue this licensing. Vierling said we already have a draft; we would just need direction from council on how long a term and certainly then we would constrain the actual license to the area of the improvements. Moegerle said but we will do that during the special order of business, not the public hearing. Lawrence said he looked at property and it is pretty much uphill and then it goes downhill and he doesn't know what we would use it for. He asked are all those trees pretty much on their property? Nelson said the Roback's and us have kept it up, a communal

contribution. Moegerle said she understands the septic has failed. She asked is there a certain timeframe that you have to bring that into compliance by? Foster said by this spring.

Doug Tierney of 4610 Viking Blvd. NE said Davis came down there when we were doing the water on the north end of East Front. He said he told him, "Let's hop in the truck and go down and look at these streets." Tierney said we went down to First Street. He said it has been ripped out twice and they ripped out the "No Parking" sign. Tierney said the city got them to move the boat lift. Everyone used to use that to go down there. He said Davis and I walked down there. They had dumped lake weeds, there was a layer of green vegetation and if you backed in there you get stuck. Tierney said when they say there is no use for these blackety-blackety streets, the use is for people to come off the lake and not go through Doug Tierney's yard. He said he has been going through this for 42 years and it isn't funny.

Tierney said last year when the snow got out on the ice, four of the them got on Coon Lake Beach and straight shot they were trying to get to 22, would be up Sylvan, and they came all the way down, and when they got to the end, they cut my fence. He said they drove by Sylvan Street, Center Street, Lake Street, they drove by them. First Street has been blocked, when he first moved in, he had put railroad ties and big blocks in.

Tierney said after we looked and seen how this one was sabotaged we went to Lake Street. He said Davis said to him, "They had a big dock out there, and they moved it." Tierney said he got out and hobbled down there and they had a boat house and they had moved the dock to the shore and they had picnic tables, chairs, they had blocked it off. He said when you people say there is no use; these were put in for people to use. The city attorney started out like I had said all along, given to the public for public use forever. Tierney said and the last thing the city attorney said was people don't want them developed.

Tierney said the next one down is 19303 and it has always been a jungle. The one after that, one guy had one little thing in there that wasn't hurting anything and people go in and out of there. He said but when you see people blocking them and then you are going to give them away. Tierney said and the DNR recommends against it, don't they. He said they say, once you give it away, it is gone forever. Tierney said he has to put up the fence every fall. He said and he has a big flashlight and when he hears the snowmobiles coming they will be out there cutting the fence. Tierney said and if you are giving away the access for getting on and off the lake, then you are all guilty. He said it is not right at all. Tierney said those were put there for public use, and they should remain for public use.

Lawrence said he went down and looked at all the streets that are marked off here. He said and when he looked at the streets, First, Lake and Unnamed were all being used quite frequently by people in the area and he thinks it is important that they can continue to use these. Tierney said First Street couldn't be used because they had it blocked off. He said he was part of the lake survey team for CLIA. Tierney said and he has never seen so many canoes and kayaks. He said he heard people say the DNR don't want them. Tierney said the DNR has said at meetings that if you take the GPS at these and send to them, they will gladly mark them, they know that people use them. He said to say they are not being used, and only use for fire trucks whatever, there are other uses for them. Lawrence sad he could see tire tracks.

DeRoche asked if this goes through, the proposed licensing or whatever, there are four other places, are we setting a precedent if someone else on those other places if someone's else's sewer goes back, do we have to open them up also? Vierling said we would have to look at

them on a case-by-case basis. He said council would look at each one as it comes in. Boyer said it is certainly not his intention to close the access merely to allow the encroachment of the right-of-way for the placement of the septic. Moegerle said she foresees a policy that would be limited to public health issues such as septic systems, it wouldn't expand for personal recreation or as a land grab.

Leon Mager of 19511 East Tri Oak Circle NE said this city council and companion communities and the Sunrise Watershed have designated \$58,000 to be spent on storm water controls on Coon Lake. He said we won't know which properties are affected by this until the end of next year or first part of the spring, but he suspects some of these properties will be candidates for storm water controls. Mager said the storm water controls can go in on private property; they don't always necessarily have to be on city property. He said in fact, we were very successful over on Martin Lake in getting four private properties for storm water controls and we have them done now. Mager said this is not a show stopper for us, as long as they agree to do a little maintenance for us, and he doesn't know if that applies to this property or not. He said this is something additional you should be aware of, because some of these will be falling into these cart ways or whatever you call them. Mager said this is just informational, something you should be aware of.

Moegerle made a motion to close the public hearing for vacation of Sylvan Street. Boyer seconded; all in favor, motion carries.

Special Order
of Business –
Vacation of
Sylvan Street

Davis explained that the City of East Bethel has five platted but undeveloped City streets that connect East Front Boulevard to Coon Lake.

Sylvan Street is the street that is being petitioned for vacation. The two residents that adjoin Sylvan Street, Andrew Nelson and Richard Roback, have submitted a petition to have this street vacated. One of the residents, Andy Nelson, was given a license by the City to utilize half the right of way to remediate septic system and well issues. The residents have been advised that since these are platted City streets they must follow the requirements of State Statute 412.851 as follows:

The petitioners for this street vacation have been advised that the City can not sell this property but they can be charged the City's cost for expenses for this vacation.

At the September 7, 2011 City Council meeting, Council unanimously approve to proceed with process of vacation of Sylvan Street per requirements of 412.851 and upon completion of the requirements this will be presented to Council for final consideration.

Staff's recommendation to Council on November 2, 2011 was that the process of vacation of Sylvan Street as prescribed by Statute 412.851 proceed with the condition that shoreline of the vacated street be returned to and maintained in an undisturbed state as approved by the DNR and that a public hearing for this matter be scheduled for December 7, 2011. The public hearing was rescheduled to December 21, 2011 due to posting requirements. While staff recognizes the precedential consequences of the action of vacation, it also recognizes the need to address concerns regarding public health and water quality. For this reason staff recommends that this matter be tabled and staff be directed to seek alternative approaches to this matter that would address some form of property rights transfer/use/licensing in relation to water quality improvements and septic system issues and present this matter to Council for final consideration no later than April 4, 2012.

Voss made a motion to deny the petition for vacation of Sylvan Street. Boyer seconded. Moegerle said she disagrees. She said she thinks we can achieve what we need to do by tabling it and have it come back on April 4. Voss said they already have a license and there are ways to achieve what the landowners want to have in terms of assurances. Moegerle said her response is we can take care of this all on April 4th, if there is some nuisance and we have blanketedly vacated it. She said we would be tying it all up together, that is her thing. Voss said there could be other ways that we adjust this licensing, but he can't see any reasoning why we would delay this. He said we have been clear that we are going to work with the landowners on the licensing. **Lawrence, Voss and Boyer, aye; Moegerle and DeRoche, nay; motion carries.**

Voss made a motion to direct staff to staff work with property owners on preparing an amendment to the current licensing agreement that will address the issues in terms of longevity of their systems that they want to put on as part of the licensing agreement and also drawings depicting where things are going to be so that they city still has some recourse within that improvement. Davis said just as a matter of information, one of the reasons we suggested the April 4th deadline is we wanted to check with the PCA to see if there were septic system alternatives, we will be working with Bill Dunn on this matter. He said the other reason was there couldn't be any construction done during this period, and this would give them time to go ahead and construct their septic system improvements once this was improved. Voss said and that is fine, if there are alternatives they wouldn't be using that right-of-way anyways. He said he doesn't think that is affected by it, and we have already given the license for it. **Boyer seconded.** Boyer asked what is the average life of a septic system that is installed today. Jochum said 15-20 years if taken care of. Voss said this is the tank and it will be there 50 years. But he will leave it up to staff to come up with a reasonable time. Boyer said he would be personally more comfortable if the life of this is 20 years if we have a review at halfway mark. **Moegerle made a motion to table the issue and have it come back on April 4th.** Vierling said there is a motion already. He said technically you can have a motion to table the motion, but he thinks you are both heading in the same direction. Moegerle said but we don't have a deadline in the motion that is on the table. Voss asked are you tabling my motion? Moegerle said no she is supplementing it with staff recommended that the matter be tabled and resumed to bring back to Council on April 4th. Vierling said the motion to table would stand on its own. He asked are you intending then that staff would not move forward with a proposed amendment? Moegerle said well, no later than April 4th. Vierling said he thinks that no matter staff will come back with this. **Voss said he will amend his motion to add no later than April 4th.** Moegerle said okay. **Boyer seconded amendment; 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 **Boyer made a motion to approve the Consent Agenda including: A) Approve Bills; B) Meeting Minutes, December 7, 2011 Regular Meeting; C) Resolution 2011-63 Tort Limits; D) Res. 2011-64 Accepting Donation from Diane and Shawn Harder; E) Approve 2012 Tobacco Licenses; F) Approve 2012 Garbage Hauler Licenses; H) Set Special Meeting on January 4, 2011 at 6:30 p.m. to Interview and Appoint Commission Members.** Voss asked to pull item G) Resolution 2011-65 Phase Designations Municipal Utility Projects. Moegerle said she has spelling and grammar changes to the minutes. **Voss seconded; all in favor, motion carries.**

Resolution
2011-65 Phase
Designations
Municipal
Utility Projects

Item G - Resolution 2011-65 Phase Designations Municipal Utility Projects; Resolution 2011-65. Davis said we are having a lot of confusion among the residents regarding the phase designation of municipal services. He said we get two to three calls a week saying am I going to be forced to hook up to city water and sewer services. Davis said they say they saw it on the map as a phase. He said to him the phases are inconsequential at this stage. The development of the system is going to be developer driven. Davis said there is really no timetable for it. He said we had originally set this up as a planning instrument. We have passed that now and it is causing more confusion than clarification. Davis said personally he doesn't see a whole lot of value in keeping these phase designations and hopefully this would clear up some of the confusion.

Voss said he appreciates this because he knows we had this issue even a couple years ago and most notably, Phase 1A, that was going to hook up along the lake. He said but he doesn't see how this is going to change the question that keeps coming up from residents about being hooked up, because either way they are still within the corridor. Voss said he agrees the question about when might be easier. Davis said it is more the arm along Viking towards Coon Lake Beach. He said those in the corridor will still have same issue, but it will take away the emphasis. Davis said services will not be extended northward until funds are available, instead of it saying in 5-10 years or Phase 4. DeRoche said and we are not even sure if we are going up to Castle Towers or not, what is that, Phase 4? Voss said but that was part of having the numerical, so it showed that it was going to be a phased development of the utilities. He said so it showed that it wasn't going to all of a sudden go up to the north side, something had to happen in between. Voss said because you had to is why we had these, if so that we weren't jumping around. Davis said the only problem with that is what if we had this large development that wanted to locate on the Wyatt property next to Cemstone and they said we will pay for the extension of the service up the whole corridor. Voss said he is fine with taking away Phase 1A along the lake, because that was just convenient, something to call it. He said and certainly the years on the drawings don't apply any more. Davis said now that we are starting to find out that Phase 2 might start in 2 years, or in 20 years, that it might go to Sims or to 221st, and with the fact that everything will be developer driven the phase issue isn't considered to be essential to the project. DeRoche said he thinks it would eliminate all the confusion. Voss asked would we need to change all the maps? Davis said he wouldn't change any maps. He said we would just stop referring to any phase designations. Voss said when we come to a time when we need to change something we can fix it then. Davis said that is correct.

Voss made a motion to adopt Resolution 2011-65 Phase Designations Municipal Utility Projects to be discontinued until the time of their construction. Moegerle seconded; all in favor, motion carries.

Branding &
Marketing

Davis explained that on December 14, 2011, EDA and City Council held a special meeting to interview four (4) potential consultants to market and brand the City of East Bethel. These candidates were selected from RFP's that were submitted by seven (7) firms and screened by the EDA at their November 2, 2011 meeting.

Based on interviews at the December 14, 2011 meeting, the EDA narrowed the selection to Sharp Creative/Landform and Ady Voltedge as the top firms. Each firm proposes to begin work on this project in January 2012 with a completion date of all deliverables in May 2012.

Landform is a multi-discipline firm, based in Minneapolis, providing development services to both public and private clients throughout the United States. Some of their more recent

work includes work in several communities to assist EDA's or HRA's to manage and facilitate growth in their communities. The most applicable example is for the City of Ramsey, MN HRA to re-vision, re-brand, and re-develop their downtown development known as The COR.

Sharp Creative is a separate, but in-house entity of Landform, focused solely on the branding, marketing, and communications. Their work includes the creative components such as logos, and marketing materials, but also concentrates on the market forces and factors that make those efforts effective. Their recent work on Ramsey, Stones Throw, and Minneapolis Parks Board are examples of effective repositioning efforts and establishing brand identity. The costs proposed by Sharp Creative/Landform are estimated at \$43,880 as outlined in their RFP proposal.

Ady Voltedge is a market research, design and communications firm based out of Madison, WI. This consulting firm has extensive experience with community and economic development branding capabilities and provided many examples of successful projects during their interview. Ady Voltedge also has regional connections through Metro MSP and serves on the Mid America Economic Development Council. Ady/Voltedge has extensive experience with a broad based clientele throughout the Midwest. The costs proposed by Ady/Voltedge are as outlined in their RFP proposal and not to exceed \$31,005 with an option of repeating the survey up to two years from the completion of the initial contract for an additional cost of \$5,000.

There is currently \$25,000 in the EDA budget included in the professional service fees and \$22,488 in the EDA's contingency fund to cover this cost.

EDA recommends to City Council that Sharp Creative/Landform and Ady Voltedge be considered as the top candidates for the Marketing and Branding Project for the City of East Bethel. EDA further recommends that City Council select one of these firms as the Council's choice as the consultant to be awarded the contract for the Marketing and Branding Project.

Voss made a motion that the city contract with Ady Voltedge to assist the city in their marketing and branding issues. Boyer seconded. Moegerle said she thinks when there is a vote like this, like when we interview candidates for commissions, we should submit a ballot vote. Vierling asked like a roll call vote? Moegerle said no, like when we interview for commissions, we submitted a ballot of who our vote was for, and then they were tallied and announced by the Mayor. She said and she would suggest that we use that format for this. Boyer said this is a contract. Voss said that is basically just a straw vote. He said he thinks we did it because in that situation we are dealing with residents. Vierling said there is nothing that precludes that, the vote will be a matter of public record anyways. He said it will be a matter of whether you use a voice call vote, roll call vote or a written vote. Moegerle said it was just a procedural matter. Boyer said Vierling's point is you are still going to have to know how every Council Member voted. Vierling said absolutely, the record will have to reflect what the public vote was.

Voss said the interviews he thought were interesting. He said in many ways he didn't know what to expect and of the four that were interviewed he thought there was a good approach. Lawrence asked what stood out about this company for you. Voss said he thought that Janet Ady made the presentation; he thought there was a lot of experience that was there. He said the way they presented themselves. Voss said the way a lot of their focus was on working

with the community, the community meetings. He said it is not the consultant saying this is what you need to do because this is what works, its drawing out of the community what the community wants.

Lawrence asked did you think their proposal was the strongest? Voss said yes and no. He said he thought one of the other consultants; the one that had the non-proposal was pretty interesting also. Voss said but the idea of developing the approach and strategy, it just felt like our chances of being successful at it. Moegerle said this is a big decision and there is a lot to be said about that. She said looking at what Sharp Creative has submitted on meeting with the community on this issue, not seeing what the difference is on the two. It is not that they are not going to be involved with the community. Voss said he did not go in and look at the details on the proposals, he said and the presentation that was made between the two of them. Moegerle said and correct me if she is wrong, but she thought he also said they would be telling us what was wrong and how to present the city. Voss said he has better confidence that from the presentation, they would have a better focus on the community base. It seems like more of their focus was meeting with the city, the residents, and the stakeholders group to gain an understanding and then synthesize going forward. He said he is not saying Sharp Creative/Landform wouldn't do this.

Moegerle said there is one thing Voltedge has and that is the nearly \$13,000 difference in cost. That is an issue. Voss said he agrees it is dollars. He said it is a huge issue, but he is going to be biased as a consultant, you are hiring the expertise. There is different expertise and different levels. Voss said the one part of the RFPs, and it was written to it is the branding piece, he is nervous about it. He said he is bullish on whether or not that is a huge issue we need to address. The marketing part of it and developing a plan, he agrees we need to address that. Moegerle said the RFP did not address the idea of implementation. She said this is a question we are going to face sooner or later and it will be an important one. Moegerle said is the city planner going to implement this, or do we need to hire a consultant. She said this is a major investment as far as our future and the success of the city.

Voss said he will not be surprised if in the end we don't follow the scope of what was in the RFP. He said that is why you have consultants to work with that. Voss said he saw more opportunities, it is just his preference. Moegerle said she checked references for both. She said and she checked the website for each one. Moegerle said she called some references for each one, and it was remarkable how well matched they were. She said however, with the two that did not make the finals, that was not the case, so that speaks well of these candidates. DeRoche said whatever decision is made; he hopes it is more than we are not going to just do whatever the consultant comes across with. He said because we are in a situation now where we are pretty much starting over trying to identify the city. DeRoche said people are going to be looking to see if we mean difference or are out of our minds. Moegerle said the conversation she had with city planner is Elk River was working with someone from Tennessee and they brought all the packaging in from ground zero. She said on the other hand Landform has had some dealing with the city in the past, does that bear on your decision or view. Moegerle asked does that make a difference? DeRoche said it was pretty obvious when Ady came in that they had done a lot of research. He said they were pretty descriptive in what they thought we needed to do, a little more vibrant. Voss said he works all over the country and you learn where you are at. Voss said he did see that too. He said if they hadn't told us, he wouldn't have known they were from the next state over, they spent some time researching. DeRoche asked who Davis preferred. Davis said this is a council decision; we can work with either one firm. **Boyer, DeRoche, Lawrence, Moegerle, Voss, aye; motion carries.**

Planning
Comm.
Minutes

Davis explained that the November 22, 2011 Planning Commission unapproved meeting minutes are provided for your review and information.

Sylvester
Metes/Bounds
Subdivision

Davis explained that Genevieve Sylvester Limited Partnership and the applicant are requesting approval for a metes and bounds subdivision. The original parcel is forty (40) acres in size. The subdivision would create two (2) parcels: one (1) parcel being ten (10) acres (original homestead site) and one (1) parcel being thirty (30) acres. City Code states that metes and bounds subdivisions are required to have a minimum of 5 acres, however, if the parcel is in the future municipal services area, 10 acre minimums are required. The subdivision meets current city code requirements.

The property is zoned B3-Highway Business and I-Light Industrial. The legal, non-conforming homestead is located on the B3 – Highway Business zoned property. Once the property is subdivided, the homestead will be ten (10) acres in size and zoned B3 – Highway Business. The remaining thirty (30) acres is zoned I-light industrial with the northwest corner zoned B3-Highway business.

City code requires park dedication for commercial parcels to be either five (5) percent of land or cash equal to the market value of the land, not to exceed \$4,500 per acre. If cash is the recommended park dedication, the property owners will be required to submit an appraisal to City Council. The park dedication fee will be determined by the approved appraisal. At this time the property owner(s) are requesting the park dedication fees be paid at the time “parcel B” is platted. Park dedication fees will be paid for parcel A and parcel B at the time of platting. If park land dedication is paid at a later date, it has been recommended by Mark Vierling, City Attorney, that a pre-development agreement be executed. The agreement will state that the property owners for parcel B will assume the responsibility of paying park land dedication fees for parcel A and parcel B at the time parcel B is platted.

The metes and bounds subdivision was placed on the December 14, 2011 Parks Commission meeting agenda, at which time the Parks Commission recommended to City Council the park dedication be paid at a later date contingent on a pre-development agreement to be executed.

Planning Commission recommends a metes and bounds subdivision approval to subdivide 40 acres to create two (2) parcels being 10 acres, and 30 acres for the parcel known as 1742 221st Avenue NE, PIN 08-33-23-11-0003, with the conditions listed in your packet.

Boyer made a motion to approve the request of Genevieve Sylvester Limited Partnership and Eileen Frisch for a metes and bounds subdivision to subdivide 40 acres to create two (2) parcels being 10 acres, and 30 acres for the parcel known as 1742 221st Avenue NE (PIN 08 33 23 11 0003) with the following conditions: 1) Property owners must file a drawing identifying the location of the current septic system, well, and secondary location for the septic system; 2) A current ownership and lien report must be provided for the affected lands; 3) Prior to building permits being issued for “parcel B”, primary and secondary sites for water and septic systems must be identified; 4) Dedication of storm water ponding area is required before any further development is allowed or building permits issued; 5) Pre-development Agreement must be executed to address future payment of park dedication fees for parcel A and parcel B. Moegerle seconded. Moegerle asked about the frontage road, where is the

property in regard to that. Davis said if you look at the handout that Jochum brought and look at the last page, the western boundary of property, the access comes in there. This was all designed and split to accommodate the access road at a future date. Voss asked why do we have a radius on that western property line. Jochum said that is the east line. Voss asked so there is no outlot there? Davis said the radius is part of the road to be incorporated. Voss said normally when we do this, metes and bounds, we mandate that they have straight lines, but we are putting in a curve. **All in favor, motion carries.**

Park Comm.
Minutes

Davis explained that the November 9, 2011 Park Commission unapproved meeting minutes are provided for your review and information.

Snow Plow
Policy

Davis explained that the League of Minnesota Cities Insurance Trust has requested municipalities to establish a written policy for the management of snow and ice event maintenance. Per the recommendations from the League, a written policy is needed because it provides the city with a consistent and documented method of doing snow and ice removal. It also provides guidance and assistance to employees on how to do the work and a way to measure employee performance.

The existence of and adherence to an adopted policy is another layer of liability protection and is recommended as a standard operating procedure by our insurance carrier.

Road Commission has reviewed the Snow Plow Policy and recommends approval of the policy for consideration by City Council.

Boyer made a motion to approve the Snow Plow Policy as outlined. Lawrence seconded. Moegerle asked we had the recent snowfall did we have 2 inches. She said then we had another one and we only had about ½ inch and people complained. She said this policy talks about commencement with snow of 2 inches. So the people that complained, this doesn't cover it. Moegerle said our response is going to be, it isn't in our policy. She asked so when she looks at this, you have to answer those calls and give a response. Moegerle asked "What would your response be considering the most recent snowfall?" Davis said he thinks there is a provision in there that is up to the discretion of the Public Works Manager to take into consideration special weather events. He said and he can call people out to plow at his recommendation. Boyer said and if there is ice, not snow, we will have to act on it. Voss asked on the property damage part, he saw a lot of mailbox stuff, but he didn't see anything on the sodding and seeding. Davis said it wasn't addressed, but since it is city right-of-way, we do take care of it, but we don't do irrigation repair. Moegerle said she understands this is to help minimize liability. She has a correction on Page 78, subd. X, frequent and irritable should be irritating problems. Then the second to last sentence, change Driver's to Drivers. Boyer said he has no problem with any changes of typos and bad verbiage. Davis said again this is the League of Minnesota Cities verbiage. He said there are cases where cities have been successfully sued because of policies or lack thereof. **All in favor, motion carries.**

Street Sign
Retro-
reflectivity

Davis explained that the Manual on Uniform Traffic Control Devices (MUTCD) of the Federal Highway Safety Administration establishes standards for traffic signs on public roads. Recently adopted regulations for MUTCD now require all agencies/municipalities to

adopt a sign maintenance program which meets the new minimum retro-reflectivity requirements for traffic signs. All agencies/municipalities that own and maintain traffic signage are required to meet these new requirements.

Agencies/municipalities had until January 2012, to establish and implement a sign assessment or management method to maintain minimum levels of sign retro-reflectivity. The compliance date for regulatory, warning and ground mounted guide signs was January 2015. For overhead signs and street name signs, the date was January 2018. City staff has drafted a street sign maintenance policy that meets these requirements of the MUTCD.

Was notified that this requirement has been extended. Staff will update Council as new information is received.

Boyer made a motion to table the Street Sign Retro-reflectivity Policy. DeRoche seconded; all in favor, motion carries.

Pay Estimate #6 for the Construction of Municipal Well No. 3 and No. 4

Jochum explained that attached is a copy of Pay Estimate #6 to Traut Wells, Inc. for the Construction of Municipal Well No. 3 and No. 4. The major pay items for this pay request include the DNR 7 day pump test and the installation of the pitiless adaptors for both wells. Pay Estimate includes payment for work completed to date minus a five percent retainage. We recommend partial payment of \$81,025.50. A summary of the recommended payment is as follows:

Total Work Completed to Date	\$ 288,624.25
Less Previous Payments	\$ 193,167.54
Less 5% Retainage	\$ 14,431.21
Total payment	\$ 81,025.50

This estimate includes payment of \$81,025.50 to Traut Wells, Inc. Payment for this project will be financed from the bond proceeds. Funds, as noted above, are available and appropriate for this project.

Staff recommends Council consider approval of Pay Estimate #6 and direct staff to release payment in the amount of \$81,025.50 to Traut Wells, Inc. for the Construction of Municipal Well No. 3 and No. 4.

Boyer made a motion to approve Pay Estimate #6 in the amount of \$81,025.50 to Traut Wells, Inc. Lawrence seconded; all in favor, motion carries.

Change Order No. 4 for Municipal Well No. 3 and No. 4

Jochum said Well No. 3 was designed for 500 gallons per minute. It was anticipated that this well would be constructed in Wonewoc Sandstone Formation. A yield test was completed and it was determined that the Wonewoc Formation would not produce an adequate quantity of water.

At the August 17, 2011 Council meeting it was proposed to construct a naturally developed gravel well. At that time it was anticipated that the redesigned well would provide at least twice the quantity of water as the original design. The recent test pumping confirmed that this well will produce in excess of 1,000 gallons per minute. In order to obtain the 1,000 gallons per minute the well pump motor must be upsized from a 60 H.P. to 75 H.P. and the drop pipe must be upsized from a 6 inch to an 8 inch.

The drop pipe length in both wells can be shortened from the original design. The cost savings from the shorter drop pipes and the cost increase from the larger pump motor and drop pipe for well No. 3 result in a net increase in this project of \$3,868.58 as summarized on the attached change order.

The variable frequency drive (VFD) and power supply line for well No. 3 will be included in the Water Treatment Plant bid. It is estimated that the increase in wire size and VFD will increase the Water Treatment Plant cost \$5,000. Therefore, the total increase in costs anticipated for the proposed changes is \$8,868.58.

With the proposed upgrades to well No. 3, the total pumping capacity for both wells would be approximately 1,500 gpm. The footprint of the Water Treatment Plant is designed for 1,500 gpm; therefore a third well will not be required to meet the design capacity of the Water Treatment Plant.

The net increase in cost to upsize the well pump motor and drop pipe for well No. 3 is \$3,868.58 for this project. It is also anticipated that the Water Treatment Plant bid will increase approximately \$5,000. Bond proceeds within the project construction fund are available to pay the costs associated with this well revision.

Staff recommends Council approve Change Order No. 4 to Traut Wells, Inc. in the amount of \$3,868.58.

Boyer made a motion to approve Change Order No. 4 to Traut Wells, Inc. in the amount of \$3,868.58. Voss seconded. Moegerle asked we have two wells named #3 and #4. Jochum said yes, well #1 and #2 are at Whispering Aspen. So this is your 3rd and 4th municipal wells. **All in favor, motion carries.**

Change Order
No. 4 for the
Phase 1,
Project 1,
Utility
Improvements

Jochum said the bids for the proposed Water Treatment Plant (WTP) will be opened on December 28, 2011. This project will include the construction of sanitary manholes and sewer pipe extensions to service future areas and extension of service to the WTP. One of the manholes and 72 feet of sewer pipe require dewatering as part of the construction of the sanitary facilities. This piping and the manhole are directly connected to the last manhole that S.R. Weidema will be installing as part of the Phase 1 Project 1 Utility Improvements. Also with the redesign of the WTP the top of one of the manholes that S.R. Weidema will be installing needs to be raised 6 feet. The improvements considered with this change order are highlighted on Attachment 2.

Since S.R. Weidema will have dewatering set up to install the manhole adjacent to these improvements and given that their bid prices are based on much larger quantities than those needed for the WTP staff anticipates that construction of these adjacent deep facilities will be less expensive adding them to the S.R. Weidema contract.

The total change order amount is \$18,823.65. This change order will not increase the overall cost of the phase 1 municipal utility projects. This work will either need to be completed with the current contract with S.R. Weidema for the Phase 1 Project 1 Utility Improvements or with the contractor that is awarded the Water Treatment Plant project.

Staff recommends Council consider approval of Change Order No. 4 to S.R. Weidema in the amount of \$18,823.65.

Boyer made a motion to approve Change Order No. 4 to S.R. Weidema in the amount not to exceed \$18,823.65. Lawrence seconded. Lawrence asked do you have any other information on this. Jochum said if you look at attachment 2, the manhole by the driveway needs to be raised 6 feet. He said previously the Water Treatment Plant (WTP) was going to use the driveway there. Jochum said we are realigning the access to the WTP within our right-of-way. As you go to the east that sanitary manhole needs to be raised, as you go to south, needs to be new pipe, either needs to be constructed by the contractor or S.R. Weidema. Jochum said the next manhole to the south is a brand new manhole and to the west, a whole new line needs to be constructed. DeRoche said either way it needs to be done, it is either we have Weidema do it now. Jochum said right, but the thought is those are the only deep structures on WTP site, and they are already dewatering there now. So someone else would have to come in and do the same thing. DeRoche said so we would be better off having them do this now. **All in favor, motion carries.**

Landborg
Wetland
Credits

DeRoche made a motion to table the Landborg Wetland Credits, to gather more information and have the City Attorney go over the paperwork. Vierling said the council member asked if he had taken a look at this. He said he had talked to the city planner earlier in the week and she had explained this to him. Vierling said he suggested since this is a 2007 transaction, we have seen the transactional documents upon which the fact premises are being found here. He said so it would probably be a good idea to due our due diligence and make sure those transactional documents exist and things were actually conveyed the way they appear to be here. **DeRoche said for two weeks. Boyer seconded.** Jochum said that is fine, but if you don't have any interest there is no need to bring it back. If you do, it would be good to know which option you are interested in. Boyer said he is much more interested in option 3. Jochum said it was going to be an item of discussion and then of course the city attorney would need to look at all the documents. **DeRoche withdrew his motion to table.**

Jochum said in summary, 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.

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.

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 Savings for the Water Treatment Plant is \$49,000.

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.

City-incurred costs would include approximately **\$11,553** as outlined below:

- Monitoring Report: \$1,500
- Certificate of Compliance: \$100
- Additional TEP meetings/correspondence/permits: \$2,500
- Current Landborg review costs: \$2,453
- Additional vegetative management of wetland bank: \$3,000
- Conservation easement: \$2,000

Estimate Value of the Wetland Credits is \$81,675.

Moegerle said she is interested; she would like to know how long TEP takes to review this, is this like going through Met Council or is it an abbreviated review. Jochum said TEP is a fairly quick process. He said it can be done within a month. Jochum said it would make sense to have the city attorney review the paperwork. He said we don't want to go to him and say this is what we want and then we can't do it. Moegerle said if we indicate to staff what option we are interested in. She said she personally is very interested in option 3. Jochum said this is a very nice wetland site. He said the only downside to 3 is the conservation easement. Moegerle asked about dedication of conservation easement. Jochum said it is a conservation easement, but in Mr. Landborg's name. He said you probably can't bank it in his name. Jochum said that is why he would rather be confident about what you want to do. Boyer said he thinks everyone wants to go ahead with Option 3 if not Option 2. Jochum said so you want us to bring it back to you in two weeks. Vierling said we will bring it back to you promptly. Voss said as soon as possible, there is no time driver here, correct?

2011 Budget Amendments

Davis explained that the 2011 Budget was adopted by City Council on December 1, 2010. Since that time a number of changes have occurred that affect the current years budget, resulting in both increases and decreases to several General Fund departments.

The following is a detail of proposed amendments to the adopted 2011 Budget.

City Administration

		Adopted	Proposed	Increase (Decrease)
101	Full-Time Employees Regular Salaries	\$139,589	\$199,619	\$60,030
122	PERA-Coordinated Plan	\$10,298	\$6,598	(\$3,700)

125	FICA/Medicare	\$9,165	\$14,085	\$4,920
126	Deferred Compensation	\$6,500	\$1,750	(\$4,750)

The above increases and decreases totaling \$56,500 in the City Administration Department reflect the City Administrator settlement, the Acting City Administrator and the current salaries of the City Administrator and the addition of the Receptionist positions.

141-Unemployment Benefit Payments

Approved:	\$3,091
Proposed:	\$6,091
Increase:	\$3,000

Increase reflecting the unemployment benefits for support staff position eliminated in 2009.

231-Small Tools & Minor Equipment

Approved:	\$ 0
Proposed:	\$1,000
Increase:	\$1,000

Increase due to laptop computer purchased for former Acting City Administrator

City Clerk

102-Overtime

Approved:	\$ 500
Proposed:	\$11,500
Increase:	\$11,000

Increase to account for the overtime hours worked by the Deputy City Clerk and the recording of evening meetings when the cable technician is unavailable.

103-Part-Time Employees

Approved:	\$9,996
Proposed:	\$ 996
Decrease:	\$9,000

Part time employees were budgeted in 2011 to work on a laser fiche scanning project. That project did not take place in 2011.

Legal Department

303- Legal Fees

Approved:	\$140,000
Proposed:	\$160,000
Increase:	\$ 20,000

Estimated legal fees for 2011 are \$160,000 reflecting the change in City and Prosecuting attorney along with expenses incurred in 2011 with the League of MN Cities who is representing the City in the Great River Energy case.

Human Resources

	Adopted	Proposed	Increase (Decrease)
101 Full-Time Employees Regular	\$85,085	\$10,885	(\$74,200)
106 Temporary Wages and Salaries	\$0	\$2,600	\$2,600
122 PERA-Coordinated Plan	\$6,083	\$383	(\$5,700)
125 FICA/Medicare	\$7,395	\$1,095	(\$6,300)

126	Deferred Compensation	\$2,000	\$0	(\$2,000)
131	Cafeteria Contribution	\$10,732	\$732	(\$10,000)
141	Unemployment Benefit Payments	\$0	\$13,100	\$13,100

These increases and decreases totaling a reduction \$82,500 in the Human Resources Department reflect the elimination of the Assistant City Administrator/Human Resources position along with unemployment benefits and the employment of temporary staff as the City receptionist.

Recommendations

With the proposed changes noted above, there is no increase or decrease in the total General Fund Budget.

Staff is looking for direction on adoption of Resolution 2011-66 the amends the 2011 General Fund Budget and allows the expenditure of \$9,750 to Landform, originally charged to the City Council's budget to be transferred to the Utility Construction funds which were financed by bond proceeds.

Moegerle made a motion to adopt Resolution 2011-66 to amend the 2011 General Fund Budget and allow the expenditure of \$9,750 to Landform. Lawrence seconded. Voss said last comment about \$9,750; he thought bond counsel said we couldn't do that. Davis said we did, but it was after we got that original feasibility study. He said this was originally charged to general fund, but \$9,750 can be charged to the utility project. There is another \$24,000 that cannot be. DeRoche asked about the \$265,000 for building inspection. Davis said that was the adopted budget for 2011. It reflects three positions in that department. Voss asked do the salary reductions start January 1st? Davis said the salary reduction started September 25th of this year. Voss asked why isn't the amended budget lower than. You said we started the salary reductions in 2011. Davis said there should be salary reduction in there. He said he will have to check on that with the finance director. Davis said we need to pass this amendment tonight and then we can give you the correction on the 4th. **All in favor, motion carries.**

GASB 54 Fund Balance Policy

Davis explained that the Governmental Accounting Standards Board (GASB) has issued GASB 54 statement which requires government to establish and implement a fund balance policy that includes five categories for fund balance reporting.

The following is a description of the new categories:

Non-spendable: This category includes fund balance that cannot be spent because it is either (i) not in spendable form or (ii) is legally or contractually required to be maintained intact. Examples include inventories and prepaid amounts.

Restricted: This category includes amounts that have an externally imposed constraint for a specific purpose, by external parties or legislation. Constraints are legally enforceable. Examples include unspent bond proceeds, park dedication fees, unspent grant proceeds, Cable PEG Access fees and accumulated amounts in debt service funds.

Committed: This category includes amounts that have a self-imposed constraint for a specific purpose. Commitments require a Council resolution to make the constraint and a Council resolution to change or remove the constraint. Fund balance

commitment resolutions must be adopted before the end of the year, but the exact amounts can be determined after year-end. The specific purpose can range from not very specific (i.e., for building improvements, street capital improvements, park capital improvements and park trail improvements) to very specific.

Assigned: This category also includes amounts that have a self-imposed constraint for a specific purpose. The constraint demonstrates the Council's intent. The Council authorizes the Administrator and the Fiscal Services Director to assign fund balance that reflects the Council's intended use of those funds. Assignments will be approved by Council motion. Remaining positive amounts in governmental funds other than the general fund are considered assigned.

Unassigned: This category includes amounts that are available for any purpose. Unassigned fund balance is reported only in the general fund and in other funds with negative fund balances.

Staff is recommending review of Resolution 2011-67 and adopting the GASB 54 Fund Balance policy.

Boyer made a motion to adopt Resolution 2011-67 Adopting the GASB 54 Fund Balance Policy. Voss seconded; all in favor, motion carries.

Resolution
2011-68
Setting 2012
Fee Schedule

Davis explained at the December 7, 2011 City Council meeting staff was directed to provide information to Council on a number of fees on the current fee schedule.

The attached spreadsheet provides information on liquor, tobacco and automobile dealer license fees in several area communities and Resolution 2011-68 Establishing the Fees to be Collected in the City of East Bethel.

Fees income represents about 2% of the total General Fund Budget exclusive of Building Permit Fees.

Staff requests direction regarding the proposed 2012 Fee Schedule and approval of Resolution 2011-68 Establishing the 2012 Fee Schedule.

Boyer made a motion to adopt Resolution 2011-68 Establishing the 2012 Fee Schedule. Council will submit their changes to staff and staff will do further research and bring this back to Council for any further changes as needed. Voss seconded. DeRoche asked weren't we going to look at these and see if we wanted to lower them. Davis said there are two that are time sensitive; these are licenses that are due by the end of the year, the tobacco and vehicle dealer license fees. He said we are higher than all but one, but he said as we discussed last time, we don't make anything on these. Davis said if a reduction is made on tobacco license it could lead to other businesses taking out licenses. He said if you look at the fees overall, we are higher on some, lower on some and some we don't charge a fee. Davis said if any change is made, we can refund them. DeRoche asked how many dealer licenses do we have. Davis said five.

Voss said what he saw is there is not just a few, but all metro cities. He said the ones we are lower on, are the higher fees. Voss said maybe this is something we work on in the next six months. Moegerle said she thinks this is something we need to be aggressive on because from a standpoint of the EDA, \$50 for liquor off sale isn't big bucks, but is it having a negative effect on attracting business here. She said if it is arbitrary and a dies-insensitive to folks then we need to look at it. Voss said the people that are going to complain about it, are

the ones in the category of the high. He said whereas you look at the on-sale liquor we are \$1,000's less. Voss said the times he has been involved and we have gone through this twice in terms of adjusting fee schedules. Lawrence said tobacco that is high from other cities. Boyer said that is one we lose money on. Davis said there is a little paperwork in this; we have to follow up with them to remind them to get applications in. He said and they can buy their product for resale. Boyer said and there is prosecution involved. Davis said one thing might be an advantage, we can see the median levels. Another basis for comparison.

Lawrence said he would like to see some changes done on this. He asked about transient merchant license. Voss said we had issues four years ago. Some businesses were setting up shop in all the gas stations. Lawrence said the tobacco should drop to \$100. Voss said but we are on the high end for tobacco, we on the low end for on-sale. He said he is suggesting we do a broader analysis. Boyer said he is not opposed to lowering fees if we are not losing money. Lawrence asked why should all the vendors have to pay for one person screwing up. He asked how many cases did we have for tobacco. Vierling said we had two. Lawrence asked how much do we lose on each case. Vierling said he is not sure. He said alcohol compliance they are far more serious about not losing that. DeRoche asked how about we go through here and send our suggestions to Davis? Voss asked aren't our tobacco fees all paid? Davis said yes.

Moegerle asked about our recreational fees. Lawrence asked about our building permit fees? Siding, window, roofing, what is the significance of having them come out if you are doing something to your windows? Why do they? DeRoche asked does this drive people away and make them not pull a permit? Voss said the fee is to cover the cost of the building inspector going out and inspecting it. He said the reason we have inspections is not necessarily for the homeowner today, it is maybe for the homeowner 20 years from now. Boyer said the state requires us to do this. Moegerle said but this isn't \$50 per window. Voss said but the idea is to protect the homeowner, to make sure the contractor didn't cut corners. Lawrence said it is just an unusual thing to him. DeRoche said if you are going to work on your home and doing it yourself and not planning on going anywhere. He said in his opinion, that is why a lot of people do a lot of things and don't pull the permit, because of the fees. DeRoche said he looks at this like the foundation, electrical, roof, main kind of things stuff like that. He said but if it is a door, window. DeRoche said but if it is required by the state, it is the state. Boyer said there was a suggestion to pass this tonight and give staff markups and they can get more information together. Moegerle asked didn't we change the building moving ordinance, her question is the building moving fee updated. Vierling said he didn't think we stated the fee in the ordinance; it is to be adopted by resolution. Lawrence asked how long did it take to develop this. Davis said it took a day and a half to two days to develop this information. He said it might take a week to develop the information. **All in favor, motion carries.**

ATV
Ordinance

Davis explained at the request of Council Member Bob DeRoche, changes have been made to the City ATV ordinance. This proposed Ordinance amendment would amend Sections 70-85, 70-86 and 70-88 of the Code of Ordinances of the City of East Bethel. The proposed amendment would delete these sections and replace them in their entirety with the changes as submitted in the attachments.

The Road Commission has reviewed the proposed changes and recommends approval of the amendments to the ATV Ordinance to City Council for consideration.

Moegerle made a motion to adopt the amendments to the ATV Ordinance. DeRoche

seconded. Voss said he has two things on this. He said obviously the biggest change on this is allowing Off Road Vehicles to use city streets as their path for transportation. He said right now they are not allowed on city streets, dirt bikes, ATVs, mini-bikes, none of that is allowed on city streets. Voss said it is on page 143. All Terrain Vehicle, Off Road Vehicles. Moegerle said the term Off Road Vehicle does not include those things you just listed, she believes. Voss said on the middle of 173, Section 70, operating on city rights of way, it looks like it is redundant. Shall be allowed to operated an All Terrain Vehicle, Off Road Motorcycle or Off Road Vehicle upon the city streets. He said then above in the definition of Off Road Vehicle does not include All Terrain Vehicle. Moegerle said that is why we have to add All Terrain Vehicle and Off Road Motorcycle every time that shows up. Moegerle said the purpose of this is so we exclude snowmobiles, water vehicles, vehicles being used for farming, military, or fire emergency. DeRoche said on page 6 of the synopsis defines this. Voss asked but we don't reference this in the ordinance right? DeRoche said but any use in the state goes under this before anything the city does. Voss said he understands that, but if that is the case, the ordinance should reference state definition. Voss said if we have an ordinance it can supersede the state, right? Vierling said if it is more restrictive, however, that would apply only to the areas which you have jurisdiction, not over the areas where the Commissioner of the DNR has jurisdiction.

Voss said his point is it seems this thing is circular in what we say. Lawrence said the first part says what it means. Voss said it says it doesn't mean Off Road Vehicle does not mean All Terrain Vehicle. Moegerle said she thinks it is because we are taking the definition from this document. It is a definition of exclusion, not inclusion. DeRoche said he presented this to our local CO, Travis Meyer. He asked him if he thought it was enforceable. DeRoche said and he thought it was. Boyer asked Vierling if he reviewed it. Vierling said yes, we did. He said in some respects the definitions are going to be confusing to the average layman. Vierling said in part it is because of what the state has done with these exclusions. He said it is not uncommon that cities that are trying to use that. Moegerle said she thinks your mini-bike falls under Off Road Vehicle. Voss said but a mini-bike will be allowed. Moegerle said correct. Voss said the issue that will more broadly affect our residents are the city streets. An unlicensed dirt bike will be allowed to ride down city streets. DeRoche said not according to state law.

Voss said it is unfair to the sheriff to make them judge who is a resident or not of the city. He said basically it is saying if you are a resident of the City of East Bethel, you can ride a ATV, off road motorcycle or off road vehicle on the city streets. Because they are not allowed now by city ordinance. DeRoche said the intent is for all terrain vehicles which are defined. Voss said regardless of class, some ATVs you are suggesting should be allowed to drive on city streets, and off road motorcycles and off road vehicles. DeRoche said on the far right hand side, yes. He said there are a few people that are against it, but there are a lot more people that are for it. DeRoche said he talked to a lot of Anoka County deputies and they did seem to see an issue with it. He said again if you are riding an ATV that has tires that are designed for dirt you are riding a unstable ATV. Voss just trying to draw out the point that you want to change out the ordinance to allow ATVs to be road on city streets. Voss asked are they licensed. DeRoche said they are registered. He said that is the reason he went down and got the synopsis and it is at the city desk. He said part of the reason the ordinance was put in, was an umbrella ordinance to penalize everyone because a couple people were off. Voss said it was lightly due to damaged lawns.

Lawrence asked about golf carts, where does that line up on this. DeRoche said it is not an ATV by state definition. Boyer asked you can't ride an ATV on state roads or county roads?

DeRoche said you can ride in the ditch on county roads. Bob Jacobson said a Class II ATV can ride on the side on the state highway. He said and you have to have a Minnesota License to drive an ATV. 16 to ride. He said and the water, such as Coon Lake, you cannot stop someone from riding on it when it is frozen, resident or not.

Voss said obviously this will have an impact and he can guarantee we will have complaints, so why not get this out there that we are considering changing this and get input on it. He said why don't we put this in the next newsletter that we are thinking about changing this and get more public input, both ways. Moegerle asked is there a seasonal reason to change this? DeRoche said the people that use these to plow, use them for work; we don't have ditches at Coon Lake Beach. He asked if there are a lot of complaints on ATVs. Jacobson said one of the reasons the ordinance got started was because the mayor had an ATV riding on his lawn. Boyer said we had a dirt bike race track, and we formed a work group to formulate a ordinance, and that was not very many years ago. DeRoche asked how does this affect me? Vierling said it is not uncommon for communities if they adopt this type of ordinance they will put in a seasonal review to see if there was impact on the neighborhoods. Moegerle said in May she attended a meeting in Oak Grove and they decided they just wouldn't enforce anything.

Boyer said the issue he has seen is the people that want to legally drive these can't do it. DeRoche said we held an open meeting, invited all the cities, Opportunity Ride North Anoka County. It was at Anoka County Fairgrounds, we wanted to connect all the trails. He said we had a PowerPoint set up, but no one showed up from East Bethel. Anoka County Parks is working with us. Boyer said you brought up the example that you live on coon lake beach and can't get to DNR. He said just like Bob who lives on county road and can't get to state trail. Moegerle said we haven't addressed that and part of this addresses that. Boyer said he thinks his issues would be nuisance issue as opposed to responsible riding issues. He said and he doesn't think we are at that point with this. Voss said if someone wants to get down to the lake that is one thing, but if they are running around the neighborhood, that is another thing. DeRoche said it is just like the conceal and carry law, nobody wants to try anything. Voss said if you think the sheriff's office is going to be able to enforce and identify if people are residents, that is totally inpracticible. Boyer said he has a neighbor to the east of him and across the street and all summer long we ran off road dirt bikes. He said and he never complained about it. Moegerle said you had a choice to stop that and you choose not to.

Jacobson said if you pass this ordinance, you can put a speed limit on it. Which he would recommend. 20-25 MPH. Davis said our minimum speed limit is 30 except at CLB. DeRoche said the guy at DNR said the same thing. Voss said all he is saying is for something like this, would be nice to present it to the public so they can present their issues.

Moegerle said she could add a review of this in 90 days to see if there are complaints. She also asked about her changes she submitted. DeRoche said he is fine with those. He said he is sure you can go to the DNR website and pull up fatalities.

Moegerle amended her motion to add review this in 90 days, speed limit of 25 MPH and changes as she submitted be incorporated. DeRoche said he thinks the speed limit should never be raised. He said maybe it should be 20 MPH. **Moegerle amended it to 20 MPH. DeRoche seconded.** Voss asked if we are going to change this, why not follow Oak Grove's model and ask the sheriff's office not to enforce it (he hate's to say this) we are changing this without public input and then we can give the public notice and do this in 90 days. He said because right now you are changing this without public input. Moegerle

asked DeRoche to explain the experience of Mr. Saenger. DeRoche said he was pulled over when going to a garage sale and told to ride it home, an 80 year old. Lt. Orlando said she has not been able to verify that has ever happened. She said and she doesn't know that anyone would ever do that. Moegerle said it needs to be addressed. She said and at the beach it is an issue. Moegerle said and the other thing that that needs to be addressed is golf carts. Voss said you seem in such a hurry to get this done, he is trying to find a way to get public input. Voss said we didn't have anyone show up. DeRoche said every time we have a City Council meeting we have a packet and put it out. Moegerle said we are putting in the 90 day review, let's give this thing a trial run, maybe you are going to be proven right that this is a disaster. Voss said he is not even suggesting that. Moegerle said let's see how it works, never going to know unless we try it. **Boyer and Voss, nay; DeRoche, Lawrence and Moegerle, aye; motion carries.**

Council
Member
Report –

DeRoche said the fire department is pretty busy. He said Fire Chief DuCharme just sent me a synopsis of what the training and everything going on next year. DeRoche said he and Lawrence went to fire department dinner. He said Tammy Gimpl is involved in a lot of stuff, fire fighter training, national training, and working on retired fire fighters to get them all together, card day or something. DeRoche said the lake is freezing up, but there isn't any snow. He said two weeks ago the fire department went out and cut a whole in ice and practiced for ice rescue. Lawrence asked how thick is the ice. DeRoche said there was 6-8 inches.

Council
Member
Report -

Boyer said Happy Holidays.

Council
Member
Report -

Moegerle said calling on EDA branding and consulting applicants, she called one and they said leave message what is your e-mail. She said she thought it was a quick painless way of getting your e-mail. Moegerle said maybe this is something we should adopt at the front desk so we can get the e-mails of our residents. She said but if we know they are a resident we can get their e-mail, that would be huge.

Moegerle said we were recognized we did get a recycling grant. Davis said approval of continuation of existing grant. Moegerle said in the sheriff's reports we get the arrests and she is interested in how many of them end up in prosecution and then the result of that. She asked can we get statistics on that. Vierling said many go in and plead guilty and we never see them. He said we can certainly break down on a monthly basis what we are doing case by case if that is what you are looking for. Moegerle said do they plead out, do they go to trial, and just a general quarterly report would be interesting. Vierling said lets see what he can do, because all the pleas go through court admin and he doesn't see that.

Moegerle said the City of East Bethel will be hosting the Anoka County Government Officials meeting on February 29th at Hidden Haven. She said she spoke with Mark Korin and he was interested in having a regional group get together for not only a law enforcement group looking at doing a police department, but also looking at doing some rural lobbying or working together to protect their interests.

Moegerle said she has a whole list of policies that we need to update this next year.

And Happy holidays to everybody.

Council
Member

Voss said he missed the gathering e-mails for residents. Moegerle said yes, gathering e-mails for everybody, communication is one of the problems we have. Voss said so if they fill out

an application, take their e-mail and add it to the e-mail list. Moegerle said no, if a resident calls in with a complaint or suggestion or whatever, we ask for their e-mail so we can add it to the list so we can contact you in case of whatever. It might be a way to communicate better with our residents which is a huge problem. Voss said he throws out caution about collecting e-mail to use for other reasons than what it was gathered for. Davis said of course it would be optional too.

Voss said in the Parks minutes it talked about Coopers Lake/Minard Lake and a resident damming it up, what happened with that. Davis said that might have happened in the past, but it is kind of an urban legend. Nate went out and investigated and didn't see any evidence. Voss said last time we met, you were going to meet with Met Council regarding using the forcemain for Whispering Aspen. Davis said they are taking a new look at cost sharing. He said we felt that was extremely out of line at 53/47. Davis said we are hoping to have a cost sharing proposal as a result of the meeting at 70/30. He said we felt that was reasonable.

Voss asked on Wild Rice Drive will there be a time when we have fewer no parking signs. He said he remembers when it was said they would slowly disappear. Davis asked is there final approval of project. Jochum said there is one item outstanding.

Voss said he knows the newsletter just came out but it would be nice to have the change on the ATV Ordinance out.

Voss said Happy Holidays to everyone.

Council
Member
Report -

Lawrence said the cable telecast is starting late. He said it is starting after consent agenda.

Lawrence said Merry Christmas and Happy New Year.

Adjourn

Boyer made a motion to adjourn at 10:37 PM. Lawrence seconded; all in favor, motion carries.

Attest:

Wendy Warren
Deputy City Clerk

November 22, 2011

Jack Davis
City Administrator
City of East Bethel
2241 221st Avenue NE
Cedar, MN 55011

Dear Jack:

It is with great pleasure that we ask to serve as the official newspaper for the City of East Bethel in 2012. As we continue to implement new changes in the newspaper to improve readership, we feel it's important to provide readers with the city's public notices in addition to news stories, features and photographs of local events we cover each week.

We would like to publish your public notices in the Anoka County Union. The legal publication rate for the Anoka County Union as of January 1, 2012, will be \$10.75 per column inch. The rate for electronically submitted legal publications will be \$10.25 per column inch. You may want to note that this rate remains unchanged from prior years. As a newspaper published in the County of Anoka, we meet the requirements to qualify as an official legal newspaper.

We have appreciated your business over the past years and hope that we can be of service to you in 2012 as a locally-owned, weekly community news source. If you have any questions, please feel free to call me at (763) 712-3532 or email me at jill.donahue@ecm-inc.com. Thank you for your consideration.

Sincerely,



Jill Donahue
Business Manager

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

RESOLUTION NO. 2012-01

**RESOLUTION DESIGNATING THE ANOKA COUNTY UNION AS THE OFFICIAL
NEWSPAPER FOR 2012**

WHEREAS, State Statute requires that the City publish its official notices in a newspaper that has general distribution throughout the City; and

WHEREAS, Minnesota State Statute requires the City to designate an official newspaper where legal notices will be published; and

WHEREAS, State Statute requires that the official newspaper have a publication at least weekly; and

WHEREAS, the Anoka County Union has requested designation as the official newspaper for the City as it meets the publication and circulation requirements.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the City Council hereby designates the Anoka County Union as the official newspaper for the City for 2012.

Adopted this 4th 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
EAST BETHEL, MINNESOTA**

RESOLUTION NO. 2012-02

RESOLUTION SETTING CITY MEETING DATES FOR 2012

WHEREAS, the City Council meets on the 1st and 3rd Wednesdays of the month at 7:30 P.M.; and

WHEREAS, the Road Commission meets on the 2nd Tuesday of the month at 6:30 P.M.; and

WHEREAS, the Park Commission meets on the 2nd Wednesday of the month at 7:00 P.M.; and

WHEREAS, the Planning Commission meets on the 4th Tuesday of the month at 7:00 P.M.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the 2012 Meeting Schedule for regular and special City Council, Road Commission, Park Commission and Planning Commission meetings to be held at City Hall at 2241 221st Ave. NE is as follows:

City Council

January 4	Thursday, July 5 (Wednesday is July 4)
January 18	July 18
February 1	August 1
February 15	August 15
March 7	September 5
March 21	September 19
April 4	October 3
April 18	October 17
May 2	November 7
May 16	November 21
June 6	December 5
June 20	December 19

Road Commission

January 10	July 10
February 14	Monday, August 13 (August 14 is Primary Election)
March 13	September 11
April 10	October 9
May 8	November 13
June 12	December 11

Park Commission

January 11	July 11
February 8	August 8
March 14	September 12
April 11	October 10
May 9	November 14
June 13	December 12

Planning Commission

January 24
February 28
March 27
April 24
May 22
June 26

July 24
August 28
September 25
October 23
November 27
December 18 (4th Tuesday is December 25)

Adopted this 4th 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
EAST BETHEL, MINNESOTA**

RESOLUTION NO. 2012-03

RESOLUTION DESIGNATING OFFICIAL BANK DEPOSITORIES FOR 2012

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the following entities are designated official depositories for the City of East Bethel for 2012.

- Peoples Bank of Commerce
- 4M Fund
- Village Bank
- Morgan Stanley Smith Barney

Adopted this 4th 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
EAST BETHEL, MINNESOTA**

RESOLUTION NO. 2012-04

**RESOLUTION SETTING THE DATE FOR THE MEETING OF THE LOCAL BOARD
OF APPEAL AND EQUALIZATION**

WHEREAS, the integrity of an ad valorem system rests upon an equitable and reliable process for establishing values and a formal mechanism for taxpayers to engage in an appeals process if they disagree with values established; and

WHEREAS, the Local Board of Appeal and Equalization provides a forum for taxpayers who do not concur with the City Assessor as to the valuation of their property; and

WHEREAS, Anoka County has established April 9 through May 10, 2012 as the time-frame in which the Local Board of Appeal and Equalization must meet.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the 2012 Local Board of Appeal and Equalization meeting for the City of East Bethel is hereby scheduled for 6:30 p.m. on Wednesday, April 18, 2012.

Adopted this 4th 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

AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM

THIS AGREEMENT made and entered into on the 1st day of January, 2012, notwithstanding the date of the signatures of the parties, between the COUNTY OF ANOKA, State of Minnesota, hereinafter referred to as the "COUNTY", and the CITY OF EAST BETHEL, hereinafter referred to as the "MUNICIPALITY".

WITNESSETH:

WHEREAS, Anoka County will receive \$407,827.00 in funding from the Solid Waste Management Coordinating Board and the State of Minnesota pursuant to Minn. Stat. § 115A.557 (hereinafter "SCORE funds") prior to the effective date of this Agreement; and

WHEREAS, Anoka County anticipates receiving an additional \$407,827.00 in SCORE funds in the spring of 2012; and

WHEREAS, the County wishes to assist the Municipality in meeting recycling goals established by the Anoka County Board of Commissioners by providing said SCORE funds to cities and townships in the County for solid waste recycling programs.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions:

1. **PURPOSE.** The purpose of this Agreement is to provide for cooperation between the County and the Municipality to implement solid waste recycling programs in the Municipality.
2. **TERM.** The term of this Agreement is from January 1, 2012 through December 31, 2012, unless earlier terminated as provided herein.
3. **DEFINITIONS.**
 - a. "Problem material" shall have the meaning set forth in Minn. Stat. § 115A.03, subdivision 24a.
 - b. "Multi-unit households" means households within apartment complexes, condominiums, townhomes, mobile homes and senior housing complexes.
 - c. "Opportunity to recycle" means providing recycling and curbside pickup or collection centers for recyclable materials as required by Minn. Stat. § 115A.552.
 - d. "Recycling" means the process of collecting and preparing recyclable materials and reusing the materials in their original form or using them in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.
 - e. "Recyclable materials" means materials that are separated from mixed municipal solid waste for the purpose of recycling, including paper, glass, plastics, metals, fluorescent lamps, major appliances and vehicle batteries.
 - f. Refuse derived fuel or other material that is destroyed by incineration is not a recyclable material.
 - g. "Yard waste" shall have the meaning set forth in Minn. Stat. § 115A.03, subdivision 38.

4. **PROGRAM.** The Municipality shall develop and implement a residential solid waste recycling program adequate to meet the Municipality's annual recycling goal of 1046 tons of recyclable materials as established by the County. The Municipality shall ensure that the recyclable materials collected are delivered to processors or end markets for recycling.
 - a. The Municipal recycling program shall include the following components:
 - i. Each household (including multi-unit households) in the Municipality shall have the opportunity to recycle at least four broad types of materials, such as paper, glass, plastic, metal and textiles.
 - ii. The recycling program shall be operated in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.
 - iii. The Municipality shall implement a public information program that contains at least the following components:
 - (1) One promotion is to be mailed to each household focused exclusively on the Municipality's recycling program;
 - (2) One promotion advertising recycling opportunities available for residents is to be included in the Municipality's newsletter or local newspaper; and
 - (3) Two community presentations are to be given on recycling.The public information components listed above must promote the focused recyclable material of the year as specified by the County. The County will provide the Municipality with background material on the focused recyclable material of the year.
 - iv. The Municipality, on an ongoing basis, shall identify new residents and provide detailed information on the recycling opportunities available to these new residents.
 - b. If the Municipality's recycling program did not achieve the Municipality's recycling goals as established by the County for the prior calendar year, the Municipality shall prepare and submit to the County by March 31, 2012, a plan acceptable to County that is designed to achieve the recycling goals set forth in this Agreement.
5. **REPORTING.** The Municipality shall submit the following reports semiannually to the County no later than July 20, 2012 and January 20, 2013:
 - a. An accounting of the amount of waste which has been recycled as a result of the Municipality's activities and the efforts of other community programs, redemption centers and drop-off centers. For recycling programs, the Municipality shall certify the number of tons of each recyclable material which has been collected and the number of tons of each recyclable material which has been marketed. For recycling programs run by other persons or entities, the Municipality shall also provide documentation on forms provided by the County showing the tons of materials that were recycled by the Municipality's residents through these other programs. The Municipality shall keep detailed records documenting the disposition of all recyclable materials collected pursuant to this agreement. The Municipality shall also report the number of cubic yards or tons of yard waste collected for composting or landspreading, together with a description of the methodology used for calculations. Any other material removed from the waste stream by the Municipality, i.e. tires and used oil, shall also be reported separately.
 - b. Information regarding any revenue received from sources other than the County for the Municipality's recycling programs.
 - c. Copies of all promotional materials that have been prepared by the Municipality during the term of this Agreement to promote its recycling programs.

The Municipality agrees to furnish the County with additional reports in form and at frequencies requested by the County for financial evaluation, program management purposes, and reporting to the State of Minnesota.

6. **BILLING AND PAYMENT PROCEDURE.** The Municipality shall submit itemized invoices semiannually to the County for abatement activities no later than July 20, 2012 and January 20, 2013. Costs not billed by January 20, 2013 will not be eligible for funding. The invoices shall be paid in accordance with standard County procedures, subject to the approval of the Anoka County Board of Commissioners.
7. **ELIGIBILITY FOR FUNDS.** The Municipality is entitled to receive reimbursement for eligible expenses, less revenues or other reimbursement received, for eligible activities up to the project maximum as computed below, which shall not exceed \$30,300.00. The project maximum for eligible expenses shall be computed as follows:
 - a. A base amount of \$10,000.00 for recycling activities only; and
 - b. \$5.00 per household for recycling activities only.

Notwithstanding any provision to the contrary, the County reserves the right to reduce the funding provided hereunder in the event insufficient SCORE funds are available. If the spring SCORE payment of \$407,827.00 is not received or is reduced, the County may reduce the project maximum amount payable to the Municipality. The County will promptly notify the Municipality in the event that the project maximum will be reduced.

8. **RECORDS.** The Municipality shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Municipality shall maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. The Municipality shall maintain records sufficient to reflect that all funds received under this Agreement were expended in accordance with Minn. Stat. § 115A.557, subd. 2, for residential solid waste recycling purposes. The Municipality shall also maintain records of the quantities of materials recycled. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.
9. **AUDIT.** Pursuant to Minn. Stat. § 16C.05, the Municipality shall allow the County or other persons or agencies authorized by the County, and the State of Minnesota, including the Legislative Auditor or the State Auditor, access to the records of the Municipality at reasonable hours, including all books, records, documents, and accounting procedures and practices of the Municipality relevant to the subject matter of the Agreement, for purposes of audit. In addition, the County shall have access to the project site(s), if any, at reasonable hours.
10. **GENERAL PROVISIONS.**
 - a. In performing the provisions of this Agreement, both parties agree to comply with all applicable federal, state or local laws, ordinances, rules, regulations or standards established by any agency or special governmental unit which are now or hereafter promulgated insofar as they relate to performance of the provisions of this Agreement. In addition, the Municipality shall comply with all applicable

requirements of the State of Minnesota for the use of SCORE funds provided to the Municipality by the County under this Agreement.

- b. No person shall illegally, on the grounds of race, creed, color, religion, sex, marital status, public assistance status, sexual preference, handicap, age or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to unlawful discrimination under any program, service or activity hereunder. The Municipality agrees to take affirmative action so that applicants and employees are treated equally with respect to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, selection for training, rates of pay, and other forms of compensation.
 - c. The Municipality shall be responsible for the performance of all subcontracts and shall ensure that the subcontractors perform fully the terms of the subcontract. The Agreement between the Municipality and a subcontractor shall obligate the subcontractor to comply fully with the terms of this Agreement.
 - d. The Municipality agrees that the Municipality's employees and subcontractor's employees who provide services under this agreement and who fall within any job classification established and published by the Minnesota Department of Labor & Industry shall be paid, at a minimum, the prevailing wages rates as certified by said Department.
 - e. It is understood and agreed that the entire Agreement is contained herein and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.
 - f. Any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing, duly signed by the parties.
 - g. Contracts let and purchases made under this Agreement shall be made by the Municipality in conformance with all laws, rules, and regulations applicable to the Municipality.
 - h. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, such decision shall not affect the remaining portion of this Agreement.
 - i. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint venturers, or an association between the County and Municipality, nor shall the Municipality, its employees, agents or representatives be considered employees, agents, or representatives of the County for any purpose.
11. **PUBLICATION.** The Municipality shall acknowledge the financial assistance of the County on all promotional materials, reports and publications relating to the activities funded under this Agreement, by including the following acknowledgement: "Funded by the Anoka County Board of Commissioners and State SCORE funds (Select Committee on Recycling and the Environment).

12. **INDEMNIFICATION.** The County agrees to indemnify, defend, and hold the Municipality harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the County under this Agreement.

The Municipality agrees to indemnify, defend, and hold the County harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the Municipality under this Agreement.

The provisions of this subdivision shall survive the termination or expiration of the term of this Agreement.

13. **TERMINATION.** This Agreement may be terminated by mutual written agreement of the parties or by either party, with or without cause, by giving not less than seven (7) days written notice, delivered by mail or in person to the other party, specifying the date of termination. If this Agreement is terminated, assets acquired in whole or in part with funds provided under this Agreement shall be the property of the Municipality so long as said assets are used by the Municipality for the purpose of a landfill abatement program approved by the County.

IN WITNESS WHEREOF, the parties hereunto set their hands as of the dates first written above:

CITY OF EAST BETHEL

COUNTY OF ANOKA

By: _____

By: _____

Name: _____

Rhonda Sivarajah, Chair
Anoka County Board of Commissioners

Title: _____

Date: _____

Date: _____

By: _____

By: _____

Jerry Soma
County Administrator

Municipality's Clerk

Date: _____

Date: _____

Approved as to form and legality:

Approved as to form and legality:

Assistant County Attorney

**LICENSE FOR USE OF
DIGITAL ORTHO AND OBLIQUE AERIAL PHOTOGRAPHS**

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 2011, by and between the County of Anoka, a political subdivision of the State of Minnesota ("County") and _____, ("Licensee.")

WITNESSETH

WHEREAS, the County entered into an agreement with Pictometry International Corp., a Delaware corporation ("Pictometry") for the purchase of digital ortho and oblique aerial photographs and an information system license for software identified as Anoka County Contract No. 2011-0036 ("Contract"); and

WHEREAS, as part of the Contract, Pictometry granted to the County a license to share the software and images with cities, townships, school districts, political subdivisions, quasi-governmental entities and others within the County of Anoka; and

WHEREAS, subject to the terms and conditions contained herein, Licensee wishes to use and the County agrees to provide the Pictometry software and images associated with the Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties agree as follows.

**Section 1
GRANT OF LIMITED LICENSE**

1.1 The County hereby grants to Licensee a non-exclusive, non-transferrable and non-assignable limited use license to use the digital orthographic photographs, oblique aerial photographs, the Pictometry On-Line (POL) website and information system software associated with the Pictometry images described in Exhibit A ("Pictometry Imagery").

**Section 2
ACKNOWLEDGEMENT OF PROPRIETARY INFORMATION
AND RESERVATION OF TITLE**

- 2.1 Licensee acknowledges and agrees that the Pictometry Imagery is the exclusive property of Pictometry and is duly licensed by the County.
- 2.2 Licensee agrees that Pictometry owns the Pictometry Imagery and reserves all ownership, proprietary rights, confidential and/or trade secret rights, and all protections and benefits afforded under law. The granting of this license does not affect and does not transfer any title in or to any Pictometry Imagery to the Licensee.

**Section 3
PROTECTION OF PROPRIETARY INFORMATION**

- 3.1 Licensee agrees to only use the Pictometry Imagery in the ordinary course of its business and all such use shall bear the provided notices of copyright by Pictometry. Licensee shall protect the Pictometry Imagery from unauthorized access, use, duplication, dissemination, or

disclosure. Licensee agrees to immediately notify the County of any unauthorized access to the Pictometry Imagery. Under no circumstances may the Licensee disclose or disseminate any Pictometry software to any other public or private entity.

- 3.2 Licensee expressly agrees not to add or attach any trademarks, trade names, logos or other marks to any Pictometry Imagery.

Section 4 TERM AND TERMINATION

- 4.1 This License shall commence on the day and year first written above and continue in effect until termination is hereinafter provided.
- 4.1 This agreement shall terminate upon termination and/or expiration of the County's agreement with Pictometry.
- 4.3 Either party may terminate this agreement upon ninety calendar days written notice to the other.
- 4.4 Within five days after expiration or termination of this agreement, the Licensee shall return the Pictometry Imagery and all copies thereof to the County, or by the request of the County, the Licensee shall destroy all of the same and all copies thereof and certify in writing to the County that the same has been destroyed.

Section 5 OTHER TERMS AND CONDITIONS

- 5.1 **No Agency.** The parties hereto are independent contractors, and nothing herein shall be construed to create an agency, joint venture, partnership or other form of business association between the parties hereto.
- 5.2 **No Waiver.** No delay or omission to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise.
- 5.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- 5.4 **Entire Agreement.** This License Agreement constitutes the entire agreement between the parties, and there are no understandings or agreements relative hereto other than those that are expressed herein. No change, waiver, or discharge hereof shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.
- 5.5 **No Assignment.** The Licensee shall not assign or transfer this Agreement, either in whole or in part, without the prior written consent of the County, and any attempt to do so shall be void and of no force and effect.
- 5.6 **THE LICENSEE AGREES THAT THE COUNTY IS FURNISHING THE PICTOMETRY IMAGERY ON AN "AS IS" BASIS, WITHOUT ANY SUPPORT WHATSOEVER, AND WITHOUT REPRESENTATION OR ANY EXPRESS OR IMPLIED WARRANTIES,**

INCLUDING BUT NOT IN ANY MANNER LIMITED TO, FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY OR THE ACCURACY AND COMPLETENESS OF THE PICTOMETRY IMAGERY.

THE COUNTY'S SOLE LIABILITY AND THE LICENSEE'S EXCLUSIVE REMEDY FOR ANY SUBSTANTIAL DEFECT WHICH IMPAIRS THE USE OF THE PICTOMETRY IMAGERY FOR THE PURPOSE STATED HEREIN SHALL BE THE RIGHT TO TERMINATE THIS AGREEMENT. THE COUNTY DOES NOT WARRANT THAT THE PICTOMETRY IMAGERY ARE ERROR FREE. THE PICTOMETRY IMAGERY WERE DEVELOPED AND/OR LICENSED FOR THE COUNTY'S OWN INTERNAL BUSINESS PURPOSES AND THE COUNTY DOES NOT REPRESENT THAT THE PICTOMETRY IMAGERY CAN BE USED FOR NAVIGATIONAL, TRACKING OR ANY OTHER PURPOSE REQUIRING EXACTING MEASUREMENT OF DISTANCE OR DIRECTION OR PRECISION IN THE DEPICTION OF GEOGRAPHIC FEATURES. THE COUNTY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, RESPECTING THIS LICENSE AGREEMENT OR THE PICTOMETRY IMAGERY.

- 5.7 **Damages.** The County and the Licensee agree each will be responsible for their own acts and omissions under this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of the other party under the Agreement and the results thereof. In no event shall the County be liable for actual, direct, indirect, special, incidental, consequential damages (even if the County has been advised of the possibility of such damage) or loss of profit, loss of business or any other financial loss or any other damage arising out of performance or failure of performance of this Agreement by the County. The parties' respective liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This paragraph shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this Agreement.
- 5.8 **Compliance.** The parties shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in force or hereafter enacted.
- 5.9 **Notice.** Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party address as follows:

To Licensee:

To County: Anoka County Administrator's Office
2100 Third Avenue
Anoka, MN 55303

Copy to: Anoka County Attorney's Office
2100 Third Avenue
Anoka, MN 55303

- 5.10 **Whereas Clauses.** The matters set forth in the "Whereas" clauses on page one of this

Agreement are incorporated into and made a part hereof by this reference.

5.11 **Survival of Provisions.** It is expressly understood and agreed that the obligations and warranties which by their sense and context are intended to survive the performance thereof, including but not limited to obligations respecting proprietary rights and confidentiality, shall so survive the completion of performance and/or termination or cancellation of this Agreement.

5.12 **Authority.** The person or persons executing this License Agreement on behalf of Licensee represent that they are duly authorized to execute this License Agreement on behalf of Licensee and represent and warrant that this License Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the dates so indicated.

**COUNTY OF ANOKA, A POLITICAL
SUBDIVISION OF THE STATE OF
MINNESOTA**

By: _____
Its: _____
Dated: _____

By: _____
Its: _____
Dated: _____

ATTEST

By: _____
Its: _____
Dated: _____

By: _____
Its: _____
Dated: _____

APPROVED AS TO FORM

By: _____
Dan Klint
Assistant County Attorney

Dated: _____

I:\CIV\DK\CONTRACT\2008\Lic for Use of Digital Ortho and
Oblique Aerial Photographs-la.doc

Exhibit A
To License Agreement
Between Anoka County and _____

Images:

The term Pictometry Imagery, as used in this Agreement, shall mean the digital orthographic photographs, oblique aerial photographs, the Pictometry On-Line (POL) website and information system associated with Pictometry software and the following:

- 1) those selected images, as mutually defined by the parties, associated with the aerial photography performed in 2011 ("2011 Pictometry Images"); and
- 2) Licensee understands and agrees that the granting of this License shall in no way be construed as the granting or continuation of this License to view digital orthographic and oblique photographs for later flyovers.
- 3) Licensee may provide access to the Pictometry On-Line (POL) website to all staff within their respective agency and to consultants who wish to use the POL website for projects and/or work being done for said Licensee only.

Cost:

- A. Licensee understands that the County will be providing the 2011 Pictometry Images as part of a cost share between Anoka County and participating public agencies within the County. Licensee acknowledges that fees charged for the cost of aerial photography performed in future years may change.
- B. For those Licensees who wish to access the actual Pictometry Imagery and software (beyond what POL provides), the County will deliver the imagery/data via an external digital storage device. Prior to the delivery of the storage device, the Licensee shall reimburse the County for the cost of downloading the information into the storage device and the storage device itself. Licensee further acknowledges and understands that to have full access to the Pictometry Images the Licensee will need access to the County GIS database, which the Licensee shall procure under separate license from the County.

MPCA PROPERTY ACCESS AGREEMENT WITH

CITY OF EAST BETHEL

(Property Owner)

1. Purpose of Agreement. The Minnesota Pollution Control Agency (MPCA) is enhancing its ambient groundwater monitoring network in Minnesota. The attached fact sheet describes this groundwater monitoring network (“network”), which will help provide information about the quality of Minnesota’s groundwater and identify trends in water quality. The MPCA is assessing groundwater in this region. As part of the groundwater assessment, the MPCA is installing wells to obtain water samples for analysis.
2. Parties. This agreement is between the MPCA and **City of East Bethel** (the “Property Owner”), who owns property located at **Hidden Haven Neighborhood Park at 750 - 230rd Lane NE, East Bethel** (the “Property”) where the MPCA would like to install a monitoring well. The MPCA is authorized to enter any property, public and private, for the purpose of conducting surveys under Minn. Stat. § 115.04, subd. 3.
3. Consent to access. The “Property Owner” hereby consents to participation in the network and authorizes the MPCA, its employees and agents, to enter the Property for the purpose of:
 - 1) installing a permanent groundwater monitoring well at the location shown on attachment 1; and
 - 2) collecting groundwater samples from the monitoring well according to the schedule set forth below.
4. Notice. The MPCA will notify the Property Owner of the name of the environmental consulting firm that will be managing the monitoring well installation at least two weeks before the installation.
5. Location of well. The MPCA’s consultant will coordinate the monitoring well installation with the Property Owner to ensure that a mutually agreeable location on the Property is identified.
6. Permits, required actions. The MPCA will be responsible for obtaining all permits and providing notices to utilities related to the installation. The MPCA’s consultant will coordinate all contractors involved in installation, including locating all utilities prior to well installation and completing all Minnesota Department of Health permits required to install the well.
7. Well installation. The Property Owner understands and agrees that the well installation will require three separate site visits. All buried utilities will be located during the first site visit. This will take approximately 1-2 hours to complete and will be done prior to the well installation. The well will be drilled during second site visit, which will take approximately one working day to complete. The well will be prepared for water sample collection during the final site visit. These preparations involve pumping water from the well and monitoring its quality. These activities will take one-half day to complete and will be performed no sooner than 24 hours after well installation.
8. Sampling; notice of sampling. After installation, the MPCA will sample the monitoring well once a year. Sampling will involve pumping water from the well, collecting field measurements of the water, and collecting samples for later laboratory analysis. Sampling will take between 1 to 2 hours to complete. The MPCA or its consultant will notify the Property Owner at least 48 hours before entering the Property for the purpose of well installation or sampling.
9. Hours of work. All work under this access agreement will be conducted during regular business hours (8:00 AM to 5:00 PM) unless the MPCA or its consultant receives written permission by the owner or his/her agent to conduct work during different hours.

10. Disturbance of property. The well installation and sampling will be performed by the MPCA in a manner which minimizes interference with the Property Owner's use of the Property. If the MPCA's activities disturb any portion of the Property, the MPCA will restore the property to as close to its original condition as is reasonably possible under the circumstances.

11. Property Owner responsibilities. The Property Owner agrees to take reasonable precautions to insure that the equipment of the MPCA or its agents that is located on the Property, and any monitoring wells that are located on the Property, are not damaged and that the work being conducted by the MPCA, its employees and agents is not disrupted.

12. Sampling results. Upon request, the MPCA shall provide copies of the results of all sampling conducted on the Property to the Property Owner after test validations. The data collected from the monitoring well on the Property will be public information.

13. Liability. The MPCA will be liable for injury to or loss of property or personal injury or death caused by any act or omission of any employee of the State of Minnesota in the performance of the work described above, under circumstances where the State of Minnesota, if a private person, would be liable to the claimant, in accordance with Minn. Stat. § 3.736.

14. Termination. This monitoring well is part of a network designed to provide long-term information about Minnesota's groundwater quality. It is the MPCA's intention to maintain this monitoring well and to monitor it indefinitely. This agreement, however, can be terminated by either party (MPCA or Property Owner) with 60 days written notice to the other party. The Property Owner understands that, should either party decide to terminate this agreement, state law requires proper closure of the well. The MPCA will be responsible for all costs and activities associated with closure of the monitoring well. The Property Owner agrees and understands that, to close the well, it will be necessary to provide access to the MPCA for the purpose of well closure, and the Property Owner hereby agrees to provide that access, conditioned only on 48 hours written notice.

15. Sale of Property. If the Property Owner sells the Property, the Property Owner agrees that it shall notify the buyer of this access agreement and provide the MPCA with notice and an opportunity to reach agreement with the buyer under which continued access for sampling will be allowed.

MINNESOTA POLLUTION CONTROL AGENCY

PROPERTY OWNER

Glenn Skuta
Manager, Water Monitoring Section

Signature

Date: _____

Date: _____

PROPOSED WELL #59

COUNTY: Anoka

LOCATION: Hidden Haven Neighborhood Park
750 - 203rd Lane NE
East Bethel, MN

LONGITUDE: -93.253442

LATITUDE: 45.338516

DESIRED LAND USE:

Residential Un-Sewered Area



Photograph of proposed well location in the north-central portion of the park next to an existing shed.

Current Land Use:

The proposed well location is in Hidden Haven Neighborhood Park. The proposed well location is in the north-central portion of the park on the west side of an existing shed. The park includes a playground, a basketball court, a shelter with picnic tables and an open green space area. The current land use within 500 meters of the well location is approximately 75% residential un-sewered, 25 % undeveloped land.



Photograph of proposed well location behind existing shed.

Hydrogeology:

- **Surface Elevation:** 910 ft
- **Soil Type:** Very Fine to Medium Sand
- **Glacial Setting:** Grantsburg Sublobe
- **Sediment Type:** Calcareous
- **Groundwater Elevation/Depth:** 900 ft / 10 ft bgs
- **Groundwater Flow:** South
- **Bedrock Formation:** Eau Claire Formation
- **Bedrock Elevation:** 650 ft / 260 ft bgs

Property Owner:

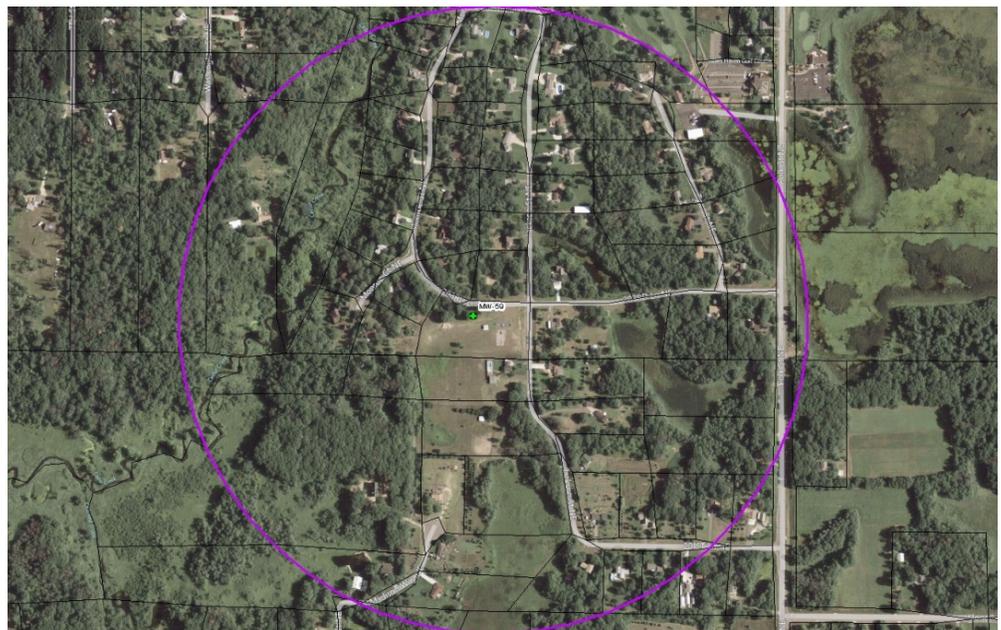
City of East Bethel

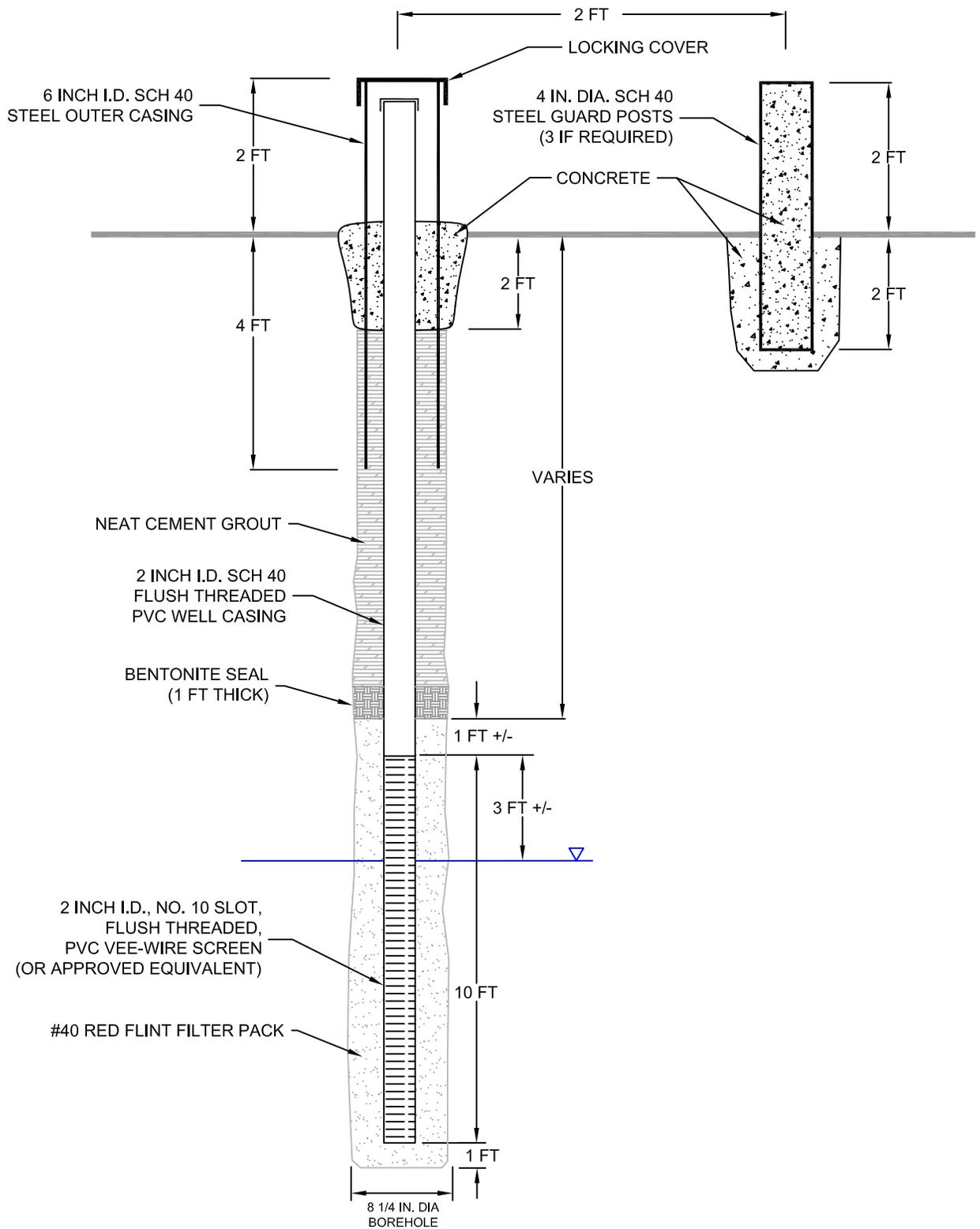
Property Accessibility:

The proposed well location is easily accessible off of the 203rd Lane NE.

Comments:

Access agreement pending





Monitoring Well.dwg

PROJECT #: 20607

TYPICAL WELL CONSTRUCTION

AMBIENT GROUNDWATER QUALITY
MONITORING NETWORK
TWIN CITIES METRO AREA

JAN 2011

FIGURE
2



Minnesota
Pollution
Control
Agency

Enhancing Ambient Groundwater Quality Monitoring in Minnesota

For the Clean Water Land and Legacy Amendment

Water Quality/Ambient Monitoring #1.05 • December 2009

For More Information

For additional information about the MPCA's ambient groundwater quality monitoring network, contact the MPCA's Ambient Groundwater Monitoring Coordinator in the Environmental Analysis and Outcomes Division at 651-296-6300 or 800-657-3864.

Ground water provides drinking water to about 75 percent of Minnesotans and contributes water to stream, rivers, lakes, and wetlands. The Minnesota Pollution Control Agency (MPCA) monitors the quality of our groundwater and protects it from contamination in cooperation with other state and local agencies.

What Is Ambient Monitoring?

Ambient monitoring is one important component of the MPCA's groundwater protection efforts. Data collected from ambient monitoring activities provide information about the general quality of Minnesota's groundwater and helps identify whether the quality is getting better, worse, or not changing. Ambient monitoring involves the sampling of groundwater across large geographic settings and provides a large-scale or "big picture" view of groundwater quality conditions across the state. Ambient monitoring is not conducted where there is known contamination.

How Is This Information Used?

Data collected from MPCA ground water investigations is valuable to drinking water protection efforts. This data informs the state's drinking water supply protection efforts, identifies threats to groundwater quality, and guides the development of best management practices to avoid future groundwater impacts. These data are available on-line through the MPCA's Environmental Data Access system.

MPCA's Ambient Groundwater Monitoring Network

The MPCA's ambient monitoring network focuses on determining the amount of non-agricultural chemicals in the aquifers that are most susceptible to pollution from human activities. The network focuses on the surficial

sand and gravel and Prairie du Chien-Jordan aquifers. Both of these are heavily used for drinking water. Assessments of agricultural chemicals are performed by the Minnesota Department of Agriculture.

A network of shallow wells tapping the water table is monitored by the MPCA as an early warning network in the surficial sand and gravel aquifers. Groundwater near the water table typically is not used as a source of potable water supplies and likely does not reflect the quality of water people are consuming, but any changes in groundwater quality will be detected first in these wells. The early warning network detects whether human activities may be affecting groundwater quality.

The MPCA is enhancing its early warning network to improve the assessment of groundwater quality conditions and trends across the state. The agency will be installing additional monitoring wells and focuses on typical urban land use settings. The newly-constructed wells will be sampled annually for non-agricultural chemicals.

Clean Water Land and Legacy Amendment

Enhancements to the MPCA's ambient groundwater quality monitoring network are funded through the Clean Water, Wildlife, Cultural Heritage and Natural Areas Amendment. On November 4, 2008, Minnesota voters approved this amendment which increased the sales and use tax rate by three-eighths of one percent on taxable sales through 2034. Part of these funds are used to protect, enhance, and restore the groundwater, with at least five percent of the funds targeted to protect drinking water source.

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

RESOLUTION NO. 2012-05

**RESOLUTION ACCEPTING DONATION FROM THE HAM LAKE CHAMBER OF
COMMERCE**

WHEREAS, the City of East Bethel has received donations for the renovation of the school house that was relocated to Booster East Park in 2010.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the City hereby acknowledges and accepts the donation in the amount of \$2,000 from Ham Lake Chamber of Commerce.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST BETHEL THAT: the City Council of the City of East Bethel expresses its thanks and appreciation to the Ham Lake Chamber of Commerce for the contribution of \$2,000 to the City for renovation of the school house.

Adopted this 4th 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 10.0 D.1

Agenda Item:

Requested Street Light Installation at Forest Rd and Lincoln Dr

Requested Action:

Consider approval for installation of street light at intersection of Forest Rd and Lincoln Dr

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, etc), 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 St and Forest Rd. At the January 10th Road Commission Meeting, commissioners discussed the request and voted to recommend placement of the streetlight with a vote of 5-1 with Commissioner Thunberg opposing the placement until he had time to visit the location. 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 has come out of the Street Maintenance Fund.

Based on traffic counts of 763 cars per day at the four-way intersection, the presence of local businesses, the adjacent fire station, Lincoln St 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 Rd and Lincoln Drive by Connexus Energy.

Attachments:

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

Fiscal Impact: \$889.00 plus additional \$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:_____

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 as designated by the Park Commission.
- 2) The Park Commission may terminate adoption status at anytime without 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 221st Ave NE
East Bethel, MN 55011

- 4) Adopter will provide general litter collection services twice per season. The adopter is required to contact City Staff for materials needed for litter collection and for litter collection pick-up services. Filled trash bags 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 subject to an annual inspection for visible safety hazards by the Adopter. These inspections should be completed by June 1st 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 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 plan must be first submitted and approved by the Park Commission.
- 9) The Adopter shall provide adequate supervision to participants eighteen years of age or younger on site at all times during Adopt-A-Park 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 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, 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 4, 2012

Agenda Item Number:

Item 6.0 C.2

Agenda Item:

North Anoka County ATV Trail Resolution

Requested Action:

Consider proposed resolution for site exploration of North Anoka County ATV trail

Background Information:

The Kiwi Snowmobile club would like to begin exploring possible locations for a Grant-In-Aid ATV trail in northern Anoka County. The organization is coordinating this project with the Anoka County Parks Department, but needs resolutions from the involved cities to proceed further with the possible trail. The attached resolution would allow the organization to begin efforts to find suitable locations within the county.

Attachments:

- 1. Proposed Resolution

Fiscal Impact: None at this time

Recommendation: Park Commission members reviewed the resolution and reached a split vote of 3-3 for recommendation to City Council.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

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

RESOLUTION NO. 2012-06

RESOLUTION FOR EXPLORATION OF POSSIBLE ATV TRAIL

WHEREAS, City of East Bethel is a scenic, rural community with a superior quality of life, an involved citizenry, excellent schools, and outstanding public services; and,

WHEREAS, City of East Bethel enjoys dynamic local business, community and government leadership that embraces forward-thinking, sustainable and responsible economic development; and,

WHEREAS, City of East Bethel is forward looking in its efforts to attract sustainable recreational activities that will promote the benefits of the region and strengthen local economies; and,

WHEREAS, the Kiwi Snowmobile ATV Club is a community and family oriented recreational organization seeking a location for an ATV Trail, funded by Minnesota Department of Natural Resources Grant in Aid Program.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the City of East Bethel welcomes efforts by the Kiwi Snowmobile ATV Club to find sustainable locations in the county that would be suitable for at ATV Trail, and encourage the group to continue work with local leaders for this purpose.

Adopted this 4th 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 4, 2012

Agenda Item Number:

Item 7.0 B.1

Agenda Item:

Resolution 2012-07 for the Water Treatment Plant Construction Project

Requested Action:

Consider Awarding Bid to Municipal Builders, Inc.

Background Information:

As directed by Council, the 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, which is included as Attachment 1. 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 below:

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. It is not anticipated that this filter will be needed

for capacity for at least 5 years. The main disadvantage of not installing the second filter is that there will not be a backup if Filter No. 1 needs maintenance. The treatment system would be bypassed in the event that long term maintenance is required.

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.

Attachments:

- 1. Resolution 2012-07 Accepting Bid
- 2. Bid Tabulation

Fiscal Impact:

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 \$6,376,000, 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	

Staff is currently evaluating the actual amount of funds that still remain from the bond proceeds. This information will be presented at the meeting along with discussions regarding project alternatives.

Recommendation(s):

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.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

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

RESOLUTION NO. 2012-07

RESOLUTION ACCEPTING BID

WHEREAS, pursuant to the advertisement for bids for the construction of City Project #2011-02, East Bethel Water Treatment Plant No. 1, bids were received, opened and tabulated according to law, and the following Base Bids were received complying with the advertisement:

Municipal Builders, Inc.	\$1,737,300.00
Di-Mar Construction, Inc.	\$1,789,433.00
Ebert, Inc.	\$1,817,076.46
Magney Construction, Inc.	\$1,895,644.00
Sheehy Construction Co., Inc.	\$1,930,310.00
Rice Lake Construction Group	\$1,953,600.00
Rochon Corporation	\$1,981,263.20
Gridor Construction, Inc.	\$1,989,080.00

AND WHEREAS, the City received bids, opened and tabulated according to law, the following alternate Bids;

Alternate Bid No. 1

Sheehy Construction Co., Inc.	\$135,630.00
Municipal Builders, Inc.	\$145,000.00
Rochon Corporation	\$147,476.00
Magney Construction, Inc.	\$147,800.00
Rice Lake Construction Group	\$148,000.00
Ebert, Inc.	\$150,174.00
Di-Mar Construction, Inc.	\$167,000.00
Gridor Construction, Inc.	\$179,000.00

Alternate Bid No. 2

Municipal Builders, Inc.	\$0.00
Di-Mar Construction, Inc.	\$0.00
Ebert, Inc.	\$0.00
Magney Construction, Inc.	\$0.00
Sheehy Construction Co., Inc.	\$0.00
Rice Lake Construction Group	\$0.00
Rochon Corporation	\$0.00
Gridor Construction, Inc.	\$0.00

Alternate Bid No. 3

Rochon Corporation	\$6,480.00
Municipal Builders, Inc.	\$7,000.00
Gridor Construction, Inc.	\$9,000.00
Ebert, Inc.	\$10,712.00
Rice Lake Construction Group	\$12,000.00
Di-Mar Construction, Inc.	\$13,000.00
Sheehy Construction Co., Inc.	\$15,604.00

Magney Construction, Inc. \$17,500.00

Alternate Bid No. 4

Ebert, Inc. \$20,842.33
Rice Lake Construction Group \$20,888.00
Rochon Corporation \$21,743.96
Municipal Builders, Inc. \$22,251.20
Magney Construction, Inc. \$22,480.00
Sheehy Construction Co., Inc. \$23,070.00
Di-Mar Construction, Inc. \$23,388.00
Gridor Construction, Inc. \$24,718.00

AND WHEREAS, it appears that Municipal Builders, Inc. of Andover, Minnesota is the lowest responsible bidder for the Base Bid and any combination of Alternate Bids;

AND WHEREAS, the City accepts the bid proposals for the Base Bid and Alternate Bids No. _____ in the amount of \$_____.

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

1. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Municipal Builders, Inc. of Andover, Minnesota in the name of the City of East Bethel for the construction of City Project #2011-02, East Bethel Water Treatment Plant No. 1, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

2. The City Engineer is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted this 4th 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

**BID TABULATION
CITY OF EAST BETHEL
Water Treatment Plant No. 1
Improvement Project 2011-02**

Bids opened 10:00 a.m, Wednesday, December 28, 2011.
There were 8 bids received, as shown herein.

Bid Schedule "A" - Base Bid - Water Treatment Plant No. 1					Municipal Builders, Inc.		Di-Mar Construction, Inc.		Ebert, Inc.	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY							
1	2015.601	GENERAL CONSTRUCTION ALLOWANCE	1	LUMP SUM	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
2	2015.601	FURNISHINGS ALLOWANCE	1	LUMP SUM	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
3	2015.601	COMPUTER ALLOWANCE	1	LUMP SUM	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
4	2100.614	WATER TREATMENT PLANT NO. 1	1	LUMP SUM	\$1,317,547.20	\$1,317,547.20		\$1,319,556.00	\$1,426,632.47	\$1,426,632.47
5	2545.501	GENERATOR SYSTEM	1	LUMP SUM	\$51,000.00	\$51,000.00		\$50,000.00	\$51,000.00	\$51,000.00
Total Bid Schedule "A"						<u>\$1,411,547.20</u>	<u>\$1,412,556.00</u>	<u>\$1,520,632.47</u>		

Bid Schedule "B" - Base Bid - Removals and Earthwork					Municipal Builders, Inc.		Di-Mar Construction, Inc.		Ebert, Inc.	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY							
6	2104.601	REMOVALS	1	LUMP SUM	\$9,230.00	\$9,230.00	\$15,000.00	\$15,000.00	\$9,506.90	\$9,506.90
7	2105.501	COMMON EXCAVATION	12,563	CU YD	\$3.85	\$48,367.55	\$4.00	\$50,252.00	\$3.97	\$49,875.11
8	2105.521	GRANULAR BORROW (LV)	822	CU YD	\$8.40	\$6,904.80	\$12.00	\$9,864.00	\$8.65	\$7,110.30
Total Bid Schedule "B"						<u>\$64,502.35</u>	<u>\$75,116.00</u>	<u>\$66,492.31</u>		

Bid Schedule "C" - Base Bid - Sanitary Sewer					Municipal Builders, Inc.		Di-Mar Construction, Inc.		Ebert, Inc.	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY							
9	2503.511	4" PVC PIPE SEWER SDR 35	245	LIN FT	\$14.00	\$3,430.00	\$20.00	\$4,900.00	\$14.42	\$3,532.90
10	2503.511	8" PVC PIPE SEWER SDR 35	27	LIN FT	\$21.00	\$567.00	\$30.00	\$810.00	\$21.63	\$584.01
11	2503.602	CONNECT TO EXISTING SANITARY SEWER	2	EACH	\$300.00	\$600.00	\$500.00	\$1,000.00	\$309.00	\$618.00
12	2506.516	CASTING ASSEMBLY	1	EACH	\$337.00	\$337.00	\$500.00	\$500.00	\$347.11	\$347.11
13	2506.602	CONSTRUCT SANITARY MANHOLE	1	EACH	\$1,686.00	\$1,686.00	\$1,000.00	\$1,000.00	\$1,736.58	\$1,736.58
14	2506.602	CHIMNEY SEAL	1	EACH	\$261.00	\$261.00	\$200.00	\$200.00	\$268.83	\$268.83
Total Bid Schedule "C"						<u>\$6,881.00</u>	<u>\$8,410.00</u>	<u>\$7,087.43</u>		

**BID TABULATION
CITY OF EAST BETHEL
Water Treatment Plant No. 1
Improvement Project 2011-02**

Bid Schedule "D" - Base Bid - Watermain					<i>Municipal Builders, Inc.</i>		<i>Di-Mar Construction, Inc.</i>		<i>Ebert, Inc.</i>	
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
15	2503.511	4" DUCTILE IRON PIPE SEWER CL 50	17	LIN FT	\$32.00	\$544.00	\$30.00	\$510.00	\$32.96	\$560.32
16	2503.511	10" DUCTILE IRON PIPE SEWER CL 50	22	LIN FT	\$47.00	\$1,034.00	\$50.00	\$1,100.00	\$48.41	\$1,065.02
17	2503.608	DUCTILE IRON FITTINGS	6,104	POUND	\$3.20	\$19,532.80	\$2.00	\$12,208.00	\$3.30	\$20,143.20
18	2504.602	CONNECT TO EXISTING WATERMAIN	4	EACH	\$1,096.00	\$4,384.00	\$1,200.00	\$4,800.00	\$1,128.88	\$4,515.52
19	2504.602	4" GATE VALVE AND BOX	1	EACH	\$974.00	\$974.00	\$1,500.00	\$1,500.00	\$1,003.22	\$1,003.22
20	2504.602	6" GATE VALVE AND BOX	5	EACH	\$1,231.00	\$6,155.00	\$2,000.00	\$10,000.00	\$1,267.93	\$6,339.65
21	2504.602	8" GATE VALVE AND BOX	2	EACH	\$1,585.00	\$3,170.00	\$2,400.00	\$4,800.00	\$1,632.55	\$3,265.10
22	2504.602	12" BUTTERFLY VALVE AND BOX	2	EACH	\$1,901.00	\$3,802.00	\$2,500.00	\$5,000.00	\$1,958.03	\$3,916.06
23	2504.602	16" BUTTERFLY VALVE AND BOX	2	EACH	\$2,734.00	\$5,468.00	\$3,500.00	\$7,000.00	\$2,816.02	\$5,632.04
24	2504.602	HYDRANT	5	EACH	\$3,002.00	\$15,010.00	\$3,600.00	\$18,000.00	\$3,092.06	\$15,460.30
25	2504.603	6" PVC WATERMAIN	45	LIN FT	\$17.00	\$765.00	\$25.00	\$1,125.00	\$17.51	\$787.95
26	2504.603	8" PVC WATERMAIN	1,078	LIN FT	\$19.00	\$20,482.00	\$30.00	\$32,340.00	\$19.57	\$21,096.46
27	2504.603	12" PVC WATERMAIN	196	LIN FT	\$30.00	\$5,880.00	\$40.00	\$7,840.00	\$30.90	\$6,056.40
28	2504.603	16" PVC WATERMAIN	453	LIN FT	\$43.00	\$19,479.00	\$50.00	\$22,650.00	\$44.29	\$20,063.37
Total Bid Schedule "D"						\$106,679.80	\$128,873.00	\$109,904.61		

Bid Schedule "E" - Base Bid - Pavements and Miscellaneous Construction					<i>Municipal Builders, Inc.</i>		<i>Di-Mar Construction, Inc.</i>		<i>Ebert, Inc.</i>	
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
29	2211.501	AGGREGATE BASE CLASS 5	1,288	TON	\$12.00	\$15,456.00	\$17.00	\$21,896.00	\$16.17	\$20,826.96
30	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	74	GALLON	\$2.50	\$185.00	\$2.50	\$185.00	\$3.61	\$267.14
31	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (3,B)	186	TON	\$88.25	\$16,414.50	\$90.00	\$16,740.00	\$75.71	\$14,082.06
32	2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	186	TON	\$86.25	\$16,042.50	\$88.00	\$16,368.00	\$75.71	\$14,082.06
33	2412.512	8X7 PRECAST CONCRETE BOX CULVERT END SECTION	1	EACH	\$7,850.00	\$7,850.00	\$8,000.00	\$8,000.00	\$8,085.50	\$8,085.50
34	2501.515	18" RC PIPE APRON	2	EACH	\$772.00	\$1,544.00	\$500.00	\$1,000.00	\$795.16	\$1,590.32
35	2501.561	18" RC PIPE CULVERT DESIGN 3006 CLASS III	48	LIN FT	\$29.00	\$1,392.00	\$30.00	\$1,440.00	\$29.87	\$1,433.76
36	2511.501	RANDOM RIPRAP CLASS III	52.9	CU YD	\$65.00	\$3,438.50	\$30.00	\$1,587.00	\$66.95	\$3,541.66
37	2511.515	GEOTEXTILE FILTER TYPE IV	158	SQ YD	\$2.00	\$316.00	\$2.00	\$316.00	\$2.06	\$325.48
38	2521.501	4" CONCRETE WALK	585	SQ FT	\$5.00	\$2,925.00	\$5.00	\$2,925.00	\$4.27	\$2,497.95
39	2531.501	CONCRETE CURB & GUTTER DESIGN B612	1,041	LIN FT	\$11.00	\$11,451.00	\$11.00	\$11,451.00	\$11.33	\$11,794.53

**BID TABULATION
CITY OF EAST BETHEL
Water Treatment Plant No. 1
Improvement Project 2011-02**

Bid Schedule "E" - Base Bid - Pavements and Miscellaneous Construction (Continued)					<i>Municipal Builders, Inc.</i>		<i>Di-Mar Construction, Inc.</i>		<i>Ebert, Inc.</i>	
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
40	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	88	SQ YD	\$63.00	\$5,544.00	\$63.00	\$5,544.00	\$48.67	\$4,282.96
41	2540.602	BOLLARD	16	EACH	\$150.00	\$2,400.00	\$500.00	\$8,000.00	\$309.00	\$4,944.00
42	2554.505	PERMANENT BARRICADES	48	LIN FT	\$10.00	\$480.00	\$20.00	\$960.00	\$25.75	\$1,236.00
43	2557.501	WIRE FENCE DESIGN 72-9322	231	LIN FT	\$14.50	\$3,349.50	\$29.00	\$6,699.00	\$14.94	\$3,451.14
44	2557.517	VEHICULAR GATE - SINGLE	2	EACH	\$1,000.00	\$2,000.00	\$1,100.00	\$2,200.00	\$820.91	\$1,641.82
45	2564.531	SIGN PANELS TYPE C	6.3	SQ FT	\$20.00	\$126.00	\$10.00	\$63.00	\$173.04	\$1,090.15
46	2571.501	LANDSCAPING	1	LUMP SUM	\$3,200.00	\$3,200.00	\$6,500.00	\$6,500.00	\$3,296.00	\$3,296.00
47	2573.502	SILT FENCE, TYPE MACHINE SLICED	1,806	LIN FT	\$2.00	\$3,612.00	\$2.00	\$3,612.00	\$1.85	\$3,341.10
48	2573.530	STORM DRAIN INLET PROTECTION	1	EACH	\$75.00	\$75.00	\$150.00	\$150.00	\$154.50	\$154.50
49	2573.540	FILTER LOG TYPE STRAW BIOROLL	180	LIN FT	\$2.50	\$450.00	\$2.35	\$423.00	\$2.42	\$435.60
50	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	1,683	SQ YD	\$1.55	\$2,608.65	\$2.00	\$3,366.00	\$1.34	\$2,255.22
51	2575.605	TURF ESTABLISHMENT	6.6	ACRE	\$400.00	\$2,640.00	\$700.00	\$4,620.00	\$669.50	\$4,418.70
52	2582.501	PAVEMENT MESSAGE (HANDICAPPED SMBOL) - EPOXY	1	EACH	\$265.00	\$265.00	\$125.00	\$125.00	\$128.75	\$128.75
53	2582.502	4" SOLID LINE WHITE - EPOXY	154	LIN FT	\$12.50	\$1,925.00	\$2.00	\$308.00	\$2.32	\$357.28
Total Bid Schedule "E"						\$105,689.65		\$124,478.00		\$109,560.64

Bid Schedule "F" - Base Bid - Mobilization					<i>Municipal Builders, Inc.</i>		<i>Di-Mar Construction, Inc.</i>		<i>Ebert, Inc.</i>	
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	2021.501	MOBILIZATION	1	LUMP SUM	\$42,000.00	\$42,000.00	\$40,000.00	\$40,000.00	\$3,399.00	\$3,399.00
Total Bid Schedule "F"						\$42,000.00		\$40,000.00		\$3,399.00

Alternate No. 1 - Filter No. 2					<i>Municipal Builders, Inc.</i>		<i>Di-Mar Construction, Inc.</i>		<i>Ebert, Inc.</i>	
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	2100.501	CONSTRUCT FILTER NO. 2 AND ALL APPURTENANCES	1	LUMP SUM	\$145,000.00	\$145,000.00		\$167,000.00	\$150,174.00	\$150,174.00
Total Alternate No. 1						\$145,000.00		\$167,000.00		\$150,174.00

**BID TABULATION
CITY OF EAST BETHEL
Water Treatment Plant No. 1
Improvement Project 2011-02**

Alternate No. 2 - Chemical Pumps (Optional)				<i>Municipal Builders, Inc.</i>	<i>Di-Mar Construction, Inc.</i>	<i>Ebert, Inc.</i>
ITEM NO.	SPECIFICATION SECTION AND EQUIPMENT ITEM	EQUIPMENT OR MATERIAL ITEM SPECIFIED	NAME OF "ALTERNATE" MANUFACTURER AND AMOUNT OF ADD/DEDUCT FOR "ALTERNATE" MANUFACTURER	NAME OF "ALTERNATE" MANUFACTURER AND AMOUNT OF ADD/DEDUCT FOR "ALTERNATE" MANUFACTURER	NAME OF "ALTERNATE" MANUFACTURER AND AMOUNT OF ADD/DEDUCT FOR "ALTERNATE" MANUFACTURER	
1	11219 METERING PUMPS	THERMO SCIENTIFIC	NB	NB	NB	
Total Alternate No. 2				\$0.00	\$0.00	\$0.00

Alternate No. 3 - Irrigation System				<i>Municipal Builders, Inc.</i>	<i>Di-Mar Construction, Inc.</i>	<i>Ebert, Inc.</i>				
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
1	2571.501	IRRIGATION SYSTEM	1	LUMP SUM	\$7,000.00	\$7,000.00	\$13,000.00	\$13,000.00	\$10,712.00	\$10,712.00
Total Alternate No. 3					\$7,000.00	\$13,000.00	\$10,712.00			

Alternate No. 4 - Perimeter Fence				<i>Municipal Builders, Inc.</i>	<i>Di-Mar Construction, Inc.</i>	<i>Ebert, Inc.</i>				
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
1	2557.501	WIRE FENCE DESIGN 72-9322	1,292	LF	\$14.85	\$19,186.20	\$14.00	\$18,088.00	\$13.91	\$17,971.72
2	2557.517	VEHICULAR GATE - SINGLE 10 FOOT	1	EACH	\$875.00	\$875.00	\$1,300.00	\$1,300.00	\$820.91	\$820.91
3	2557.517	VEHICULAR GATE - DOUBLE 20 FOOT	2	EACH	\$1,095.00	\$2,190.00	\$2,000.00	\$4,000.00	\$1,024.85	\$2,049.70
Total Alternate No. 4					\$22,251.20	\$23,388.00	\$20,842.33			

SUMMARY OF BIDDING:

	<i>Municipal Builders, Inc.</i>	<i>Di-Mar Construction, Inc.</i>	<i>Ebert, Inc.</i>
Total Base Bid Schedule A through F	\$1,737,300.00	\$1,789,433.00	\$1,817,076.46
Total Alternate No.1	\$145,000.00	\$167,000.00	\$150,174.00
Total Alternate No. 2	\$0.00	\$0.00	\$0.00
Total Alternate No. 3	\$7,000.00	\$13,000.00	\$10,712.00
Total Alternate No. 4	\$22,251.20	\$23,388.00	\$20,842.33

Error in calculation

**BID TABULATION
CITY OF EAST BETHEL
Water Treatment Plant No. 1
Improvement Project 2011-02**

Bids opened 10:00 a.m, Wednesday, December 28, 2011.
There were 8 bids received, as shown herein.

Bid Schedule "A" - Base Bid - Water Treatment Plant No. 1					<i>Magney Construction, Inc.</i>		<i>Sheehy Construction Company, Inc.</i>		<i>Rice Lake Construction Group</i>	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY							
1	2015.601	GENERAL CONSTRUCTION ALLOWANCE	1	LUMP SUM	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
2	2015.601	FURNISHINGS ALLOWANCE	1	LUMP SUM	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
3	2015.601	COMPUTER ALLOWANCE	1	LUMP SUM	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
4	2100.614	WATER TREATMENT PLANT NO. 1	1	LUMP SUM	\$1,377,900.00	\$1,377,900.00	\$1,479,500.00	\$1,479,500.00	\$1,514,573.65	\$1,514,573.65
5	2545.501	GENERATOR SYSTEM	1	LUMP SUM	\$53,000.00	\$53,000.00	\$53,636.00	\$53,636.00	\$10,000.00	\$10,000.00
Total Bid Schedule "A"						<u>\$1,473,900.00</u>	<u>\$1,576,136.00</u>	<u>\$1,567,573.65</u>		

Bid Schedule "B" - Base Bid - Removals and Earthwork					<i>Magney Construction, Inc.</i>		<i>Sheehy Construction Company, Inc.</i>		<i>Rice Lake Construction Group</i>	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY							
6	2104.601	REMOVALS	1	LUMP SUM	\$15,000.00	\$15,000.00	\$9,780.00	\$9,780.00	\$15,000.00	\$15,000.00
7	2105.501	COMMON EXCAVATION	12,563	CU YD	\$4.00	\$50,252.00	\$4.00	\$50,252.00	\$3.30	\$41,457.90
8	2105.521	GRANULAR BORROW (LV)	822	CU YD	\$18.00	\$14,796.00	\$9.00	\$7,398.00	\$16.00	\$13,152.00
Total Bid Schedule "B"						<u>\$80,048.00</u>	<u>\$67,430.00</u>	<u>\$69,609.90</u>		

Bid Schedule "C" - Base Bid - Sanitary Sewer					<i>Magney Construction, Inc.</i>		<i>Sheehy Construction Company, Inc.</i>		<i>Rice Lake Construction Group</i>	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY							
9	2503.511	4" PVC PIPE SEWER SDR 35	245	LIN FT	\$28.00	\$6,860.00	\$15.00	\$3,675.00	\$33.00	\$8,085.00
10	2503.511	8" PVC PIPE SEWER SDR 35	27	LIN FT	\$40.00	\$1,080.00	\$22.00	\$594.00	\$41.00	\$1,107.00
11	2503.602	CONNECT TO EXISTING SANITARY SEWER	2	EACH	\$1,500.00	\$3,000.00	\$318.00	\$636.00	\$660.00	\$1,320.00
12	2506.516	CASTING ASSEMBLY	1	EACH	\$400.00	\$400.00	\$360.00	\$360.00	\$580.00	\$580.00
13	2506.602	CONSTRUCT SANITARY MANHOLE	1	EACH	\$3,000.00	\$3,000.00	\$1,790.00	\$1,790.00	\$3,500.00	\$3,500.00
14	2506.602	CHIMNEY SEAL	1	EACH	\$400.00	\$400.00	\$280.00	\$280.00	\$310.00	\$310.00
Total Bid Schedule "C"						<u>\$14,740.00</u>	<u>\$7,335.00</u>	<u>\$14,902.00</u>		

**BID TABULATION
CITY OF EAST BETHEL
Water Treatment Plant No. 1
Improvement Project 2011-02**

Bid Schedule "D" - Base Bid - Watermain					<i>Magney Construction, Inc.</i>		<i>Sheehy Construction Company, Inc.</i>		<i>Rice Lake Construction Group</i>	
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
15	2503.511	4" DUCTILE IRON PIPE SEWER CL 50	17	LIN FT	\$50.00	\$850.00	\$34.00	\$578.00	\$66.00	\$1,122.00
16	2503.511	10" DUCTILE IRON PIPE SEWER CL 50	22	LIN FT	\$65.00	\$1,430.00	\$50.00	\$1,100.00	\$75.00	\$1,650.00
17	2503.608	DUCTILE IRON FITTINGS	6,104	POUND	\$2.50	\$15,260.00	\$4.00	\$24,416.00	\$3.00	\$18,312.00
18	2504.602	CONNECT TO EXISTING WATERMAIN	4	EACH	\$1,200.00	\$4,800.00	\$1,162.00	\$4,648.00	\$1,100.00	\$4,400.00
19	2504.602	4" GATE VALVE AND BOX	1	EACH	\$1,300.00	\$1,300.00	\$1,035.00	\$1,035.00	\$1,100.00	\$1,100.00
20	2504.602	6" GATE VALVE AND BOX	5	EACH	\$1,500.00	\$7,500.00	\$1,305.00	\$6,525.00	\$1,300.00	\$6,500.00
21	2504.602	8" GATE VALVE AND BOX	2	EACH	\$2,100.00	\$4,200.00	\$1,680.00	\$3,360.00	\$1,500.00	\$3,000.00
22	2504.602	12" BUTTERFLY VALVE AND BOX	2	EACH	\$2,900.00	\$5,800.00	\$2,015.00	\$4,030.00	\$2,000.00	\$4,000.00
23	2504.602	16" BUTTERFLY VALVE AND BOX	2	EACH	\$5,000.00	\$10,000.00	\$2,900.00	\$5,800.00	\$3,000.00	\$6,000.00
24	2504.602	HYDRANT	5	EACH	\$4,000.00	\$20,000.00	\$3,185.00	\$15,925.00	\$3,200.00	\$16,000.00
25	2504.603	6" PVC WATERMAIN	45	LIN FT	\$38.00	\$1,710.00	\$18.00	\$810.00	\$44.00	\$1,980.00
26	2504.603	8" PVC WATERMAIN	1,078	LIN FT	\$40.00	\$43,120.00	\$21.00	\$22,638.00	\$29.00	\$31,262.00
27	2504.603	12" PVC WATERMAIN	196	LIN FT	\$50.00	\$9,800.00	\$32.00	\$6,272.00	\$46.00	\$9,016.00
28	2504.603	16" PVC WATERMAIN	453	LIN FT	\$70.00	\$31,710.00	\$46.00	\$20,838.00	\$64.00	\$28,992.00
Total Bid Schedule "D"						<u>\$157,480.00</u>	<u>\$117,975.00</u>	<u>\$133,334.00</u>		

Bid Schedule "E" - Base Bid - Pavements and Miscellaneous Construction					<i>Magney Construction, Inc.</i>		<i>Sheehy Construction Company, Inc.</i>		<i>Rice Lake Construction Group</i>	
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
29	2211.501	AGGREGATE BASE CLASS 5	1,288	TON	\$20.00	\$25,760.00	\$13.00	\$16,744.00	\$16.85	\$21,702.80
30	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	74	GALLON	\$3.00	\$222.00	\$6.00	\$444.00	\$2.50	\$185.00
31	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (3,B)	186	TON	\$95.00	\$17,670.00	\$73.00	\$13,578.00	\$88.25	\$16,414.50
32	2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	186	TON	\$95.00	\$17,670.00	\$73.00	\$13,578.00	\$88.25	\$16,414.50
33	2412.512	8X7 PRECAST CONCRETE BOX CULVERT END SECTION	1	EACH	\$1,500.00	\$1,500.00	\$8,321.00	\$8,321.00	\$8,000.00	\$8,000.00
34	2501.515	18" RC PIPE APRON	2	EACH	\$1,000.00	\$2,000.00	\$820.00	\$1,640.00	\$940.00	\$1,880.00
35	2501.561	18" RC PIPE CULVERT DESIGN 3006 CLASS III	48	LIN FT	\$50.00	\$2,400.00	\$31.00	\$1,488.00	\$47.00	\$2,256.00
36	2511.501	RANDOM RIPRAP CLASS III	52.9	CU YD	\$60.00	\$3,174.00	\$70.00	\$3,703.00	\$76.00	\$4,020.40
37	2511.515	GEOTEXTILE FILTER TYPE IV	158	SQ YD	\$2.00	\$316.00	\$2.00	\$316.00	\$2.00	\$316.00
38	2521.501	4" CONCRETE WALK	585	SQ FT	\$6.00	\$3,510.00	\$4.00	\$2,340.00	\$4.50	\$2,632.50
39	2531.501	CONCRETE CURB & GUTTER DESIGN B612	1,041	LIN FT	\$20.00	\$20,820.00	\$12.00	\$12,492.00	\$15.00	\$15,615.00

**BID TABULATION
CITY OF EAST BETHEL
Water Treatment Plant No. 1
Improvement Project 2011-02**

Bid Schedule "E" - Base Bid - Pavements and Miscellaneous Construction (Continued)					<i>Magney Construction, Inc.</i>		<i>Sheehy Construction Company, Inc.</i>		<i>Rice Lake Construction Group</i>	
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
40	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	88	SQ YD	\$60.00	\$5,280.00	\$44.00	\$3,872.00	\$65.00	\$5,720.00
41	2540.602	BOLLARD	16	EACH	\$200.00	\$3,200.00	\$280.00	\$4,480.00	\$250.00	\$4,000.00
42	2554.505	PERMANENT BARRICADES	48	LIN FT	\$15.00	\$720.00	\$53.00	\$2,544.00	\$40.00	\$1,920.00
43	2557.501	WIRE FENCE DESIGN 72-9322	231	LIN FT	\$20.00	\$4,620.00	\$16.00	\$3,696.00	\$14.50	\$3,349.50
44	2557.517	VEHICULAR GATE - SINGLE	2	EACH	\$1,000.00	\$2,000.00	\$1,060.00	\$2,120.00	\$1,000.00	\$2,000.00
45	2564.531	SIGN PANELS TYPE C	6.3	SQ FT	\$40.00	\$252.00	\$140.00	\$882.00	\$100.00	\$630.00
46	2571.501	LANDSCAPING	1	LUMP SUM	\$5,500.00	\$5,500.00	\$3,392.00	\$3,392.00	\$5,205.00	\$5,205.00
47	2573.502	SILT FENCE, TYPE MACHINE SLICED	1,806	LIN FT	\$1.50	\$2,709.00	\$3.00	\$5,418.00	\$1.20	\$2,167.20
48	2573.530	STORM DRAIN INLET PROTECTION	1	EACH	\$180.00	\$180.00	\$80.00	\$80.00	\$300.00	\$300.00
49	2573.540	FILTER LOG TYPE STRAW BIOROLL	180	LIN FT	\$4.00	\$720.00	\$3.00	\$540.00	\$4.00	\$720.00
50	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	1,683	SQ YD	\$1.00	\$1,683.00	\$2.00	\$3,366.00	\$1.35	\$2,272.05
51	2575.605	TURF ESTABLISHMENT	6.6	ACRE	\$1,000.00	\$6,600.00	\$425.00	\$2,805.00	\$750.00	\$4,950.00
52	2582.501	PAVEMENT MESSAGE (HANDICAPPED SMBOL) - EPOXY	1	EACH	\$200.00	\$200.00	\$133.00	\$133.00	\$125.00	\$125.00
53	2582.502	4" SOLID LINE WHITE - EPOXY	154	LIN FT	\$5.00	\$770.00	\$3.00	\$462.00	\$2.50	\$385.00
Total Bid Schedule "E"						\$129,476.00	\$108,434.00	\$123,180.45		

Bid Schedule "F" - Base Bid - Mobilization					<i>Magney Construction, Inc.</i>		<i>Sheehy Construction Company, Inc.</i>		<i>Rice Lake Construction Group</i>	
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	2021.501	MOBILIZATION	1	LUMP SUM	\$40,000.00	\$40,000.00	\$53,000.00	\$53,000.00	\$45,000.00	\$45,000.00
Total Bid Schedule "F"						\$40,000.00	\$53,000.00	\$45,000.00		

Alternate No. 1 - Filter No. 2					<i>Magney Construction, Inc.</i>		<i>Sheehy Construction Company, Inc.</i>		<i>Rice Lake Construction Group</i>	
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	2100.501	CONSTRUCT FILTER NO. 2 AND ALL APPURTENANCES	1	LUMP SUM	\$147,800.00	\$147,800.00	\$135,630.00	\$135,630.00	\$148,000.00	\$148,000.00
Total Alternate No. 1						\$147,800.00	\$135,630.00	\$148,000.00		

**BID TABULATION
CITY OF EAST BETHEL
Water Treatment Plant No. 1
Improvement Project 2011-02**

Alternate No. 2 - Chemical Pumps (Optional)				<i>Magney Construction, Inc.</i>	<i>Sheehy Construction Company, Inc.</i>	<i>Rice Lake Construction Group</i>
ITEM NO.	SPECIFICATION SECTION AND EQUIPMENT ITEM	EQUIPMENT OR MATERIAL ITEM SPECIFIED	NAME OF "ALTERNATE" MANUFACTURER AND AMOUNT OF ADD/DEDUCT FOR "ALTERNATE" MANUFACTURER	NAME OF "ALTERNATE" MANUFACTURER AND AMOUNT OF ADD/DEDUCT FOR "ALTERNATE" MANUFACTURER	NAME OF "ALTERNATE" MANUFACTURER AND AMOUNT OF ADD/DEDUCT FOR "ALTERNATE" MANUFACTURER	
1	11219 METERING PUMPS	THERMO SCIENTIFIC	NB	NB	NB	
Total Alternate No. 2				\$0.00	\$0.00	\$0.00

Alternate No. 3 - Irrigation System				<i>Magney Construction, Inc.</i>	<i>Sheehy Construction Company, Inc.</i>	<i>Rice Lake Construction Group</i>				
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
1	2571.501	IRRIGATION SYSTEM	1	LUMP SUM	\$17,500.00	\$17,500.00	\$15,604.00	\$15,604.00	\$12,000.00	\$12,000.00
Total Alternate No. 3					\$17,500.00	\$15,604.00	\$12,000.00			

Alternate No. 4 - Perimeter Fence				<i>Magney Construction, Inc.</i>	<i>Sheehy Construction Company, Inc.</i>	<i>Rice Lake Construction Group</i>				
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
1	2557.501	WIRE FENCE DESIGN 72-9322	1,292	LF	\$15.00	\$19,380.00	\$14.00	\$18,088.00	\$14.00	\$18,088.00
2	2557.517	VEHICULAR GATE - SINGLE 10 FOOT	1	EACH	\$900.00	\$900.00	\$1,166.00	\$1,166.00	\$800.00	\$800.00
3	2557.517	VEHICULAR GATE - DOUBLE 20 FOOT	2	EACH	\$1,100.00	\$2,200.00	\$1,908.00	\$3,816.00	\$1,000.00	\$2,000.00
Total Alternate No. 4					\$22,480.00	\$23,070.00	\$20,888.00			

SUMMARY OF BIDDING:

	<i>Magney Construction, Inc.</i>	<i>Sheehy Construction Company, Inc.</i>	<i>Rice Lake Construction Group</i>
Total Base Bid Schedule A through F	\$1,895,644.00	\$1,930,310.00	\$1,953,600.00
Total Alternate No.1	\$147,800.00	\$135,630.00	\$148,000.00
Total Alternate No. 2	\$0.00	\$0.00	\$0.00
Total Alternate No. 3	\$17,500.00	\$15,604.00	\$12,000.00
Total Alternate No. 4	\$22,480.00	\$23,070.00	\$20,888.00

Error in calculation

**BID TABULATION
CITY OF EAST BETHEL
Water Treatment Plant No. 1
Improvement Project 2011-02**

Bids opened 10:00 a.m, Wednesday, December 28, 2011.
There were 8 bids received, as shown herein.

Bid Schedule "A" - Base Bid - Water Treatment Plant No. 1					Rochon Coproration		Gridor Construction, Inc.	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY					
1	2015.601	GENERAL CONSTRUCTION ALLOWANCE	1	LUMP SUM	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
2	2015.601	FURNISHINGS ALLOWANCE	1	LUMP SUM	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
3	2015.601	COMPUTER ALLOWANCE	1	LUMP SUM	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
4	2100.614	WATER TREATMENT PLANT NO. 1	1	LUMP SUM	\$1,483,600.00	\$1,483,600.00	\$1,497,000.00	\$1,497,000.00
5	2545.501	GENERATOR SYSTEM	1	LUMP SUM	\$82,500.00	\$82,500.00	\$54,000.00	\$54,000.00
Total Bid Schedule "A"						<u>\$1,609,100.00</u>		<u>\$1,594,000.00</u>

Bid Schedule "B" - Base Bid - Removals and Earthwork					Rochon Coproration		Gridor Construction, Inc.	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY					
6	2104.601	REMOVALS	1	LUMP SUM	\$11,286.00	\$11,286.00	\$9,900.00	\$9,900.00
7	2105.501	COMMON EXCAVATION	12,563	CU YD	\$3.49	\$43,844.87	\$4.00	\$50,252.00
8	2105.521	GRANULAR BORROW (LV)	822	CU YD	\$16.47	\$13,538.34	\$10.00	\$8,220.00
Total Bid Schedule "B"						<u>\$68,669.21</u>		<u>\$68,372.00</u>

Bid Schedule "C" - Base Bid - Sanitary Sewer					Rochon Coproration		Gridor Construction, Inc.	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY					
9	2503.511	4" PVC PIPE SEWER SDR 35	245	LIN FT	\$35.64	\$8,731.80	\$15.00	\$3,675.00
10	2503.511	8" PVC PIPE SEWER SDR 35	27	LIN FT	\$44.28	\$1,195.56	\$23.00	\$621.00
11	2503.602	CONNECT TO EXISTING SANITARY SEWER	2	EACH	\$712.80	\$1,425.60	\$321.00	\$642.00
12	2506.516	CASTING ASSEMBLY	1	EACH	\$626.40	\$626.40	\$362.00	\$362.00
13	2506.602	CONSTRUCT SANITARY MANHOLE	1	EACH	\$3,500.00	\$3,500.00	\$1,800.00	\$1,800.00
14	2506.602	CHIMNEY SEAL	1	EACH	\$334.80	\$334.80	\$300.00	\$300.00
Total Bid Schedule "C"						<u>\$15,814.16</u>		<u>\$7,400.00</u>

**BID TABULATION
CITY OF EAST BETHEL
Water Treatment Plant No. 1
Improvement Project 2011-02**

Bid Schedule "D" - Base Bid - Watermain					<i>Rochon Coproration</i>		<i>Gridor Construction, Inc.</i>	
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
15	2503.511	4" DUCTILE IRON PIPE SEWER CL 50	17	LIN FT	\$71.28	\$1,211.76	\$35.00	\$595.00
16	2503.511	10" DUCTILE IRON PIPE SEWER CL 50	22	LIN FT	\$81.00	\$1,782.00	\$50.00	\$1,100.00
17	2503.608	DUCTILE IRON FITTINGS	6,104	POUND	\$3.24	\$19,776.96	\$3.50	\$21,364.00
18	2504.602	CONNECT TO EXISTING WATERMAIN	4	EACH	\$1,188.00	\$4,752.00	\$1,170.00	\$4,680.00
19	2504.602	4" GATE VALVE AND BOX	1	EACH	\$1,188.00	\$1,188.00	\$1,050.00	\$1,050.00
20	2504.602	6" GATE VALVE AND BOX	5	EACH	\$1,404.00	\$7,020.00	\$1,320.00	\$6,600.00
21	2504.602	8" GATE VALVE AND BOX	2	EACH	\$1,620.00	\$3,240.00	\$1,700.00	\$3,400.00
22	2504.602	12" BUTTERFLY VALVE AND BOX	2	EACH	\$2,160.00	\$4,320.00	\$2,030.00	\$4,060.00
23	2504.602	16" BUTTERFLY VALVE AND BOX	2	EACH	\$3,240.00	\$6,480.00	\$2,925.00	\$5,850.00
24	2504.602	HYDRANT	5	EACH	\$3,456.00	\$17,280.00	\$3,200.00	\$16,000.00
25	2504.603	6" PVC WATERMAIN	45	LIN FT	\$47.52	\$2,138.40	\$19.00	\$855.00
26	2504.603	8" PVC WATERMAIN	1,078	LIN FT	\$31.32	\$33,762.96	\$20.00	\$21,560.00
27	2504.603	12" PVC WATERMAIN	196	LIN FT	\$49.68	\$9,737.28	\$32.00	\$6,272.00
28	2504.603	16" PVC WATERMAIN	453	LIN FT	\$69.12	\$31,311.36	\$46.00	\$20,838.00
Total Bid Schedule "D"						<u>\$144,000.72</u>	<u>\$114,224.00</u>	

Bid Schedule "E" - Base Bid - Pavements and Miscellaneous Construction					<i>Rochon Coproration</i>		<i>Gridor Construction, Inc.</i>	
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
29	2211.501	AGGREGATE BASE CLASS 5	1,288	TON	\$17.88	\$23,029.44	\$13.00	\$16,744.00
30	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	74	GALLON	\$5.40	\$399.60	\$3.00	\$222.00
31	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (3,B)	186	TON	\$74.15	\$13,791.90	\$94.50	\$17,577.00
32	2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	186	TON	\$74.15	\$13,791.90	\$92.50	\$17,205.00
33	2412.512	8X7 PRECAST CONCRETE BOX CULVERT END SECTION	1	EACH	\$14,040.00	\$14,040.00	\$8,400.00	\$8,400.00
34	2501.515	18" RC PIPE APRON	2	EACH	\$1,015.20	\$2,030.40	\$853.00	\$1,706.00
35	2501.561	18" RC PIPE CULVERT DESIGN 3006 CLASS III	48	LIN FT	\$50.76	\$2,436.48	\$31.00	\$1,488.00
36	2511.501	RANDOM RIPRAP CLASS III	52.9	CU YD	\$82.08	\$4,342.03	\$70.00	\$3,703.00
37	2511.515	GEOTEXTILE FILTER TYPE IV	158	SQ YD	\$2.70	\$426.60	\$2.50	\$395.00
38	2521.501	4" CONCRETE WALK	585	SQ FT	\$4.48	\$2,620.80	\$5.00	\$2,925.00
39	2531.501	CONCRETE CURB & GUTTER DESIGN B612	1,041	LIN FT	\$11.88	\$12,367.08	\$12.00	\$12,492.00

**BID TABULATION
CITY OF EAST BETHEL
Water Treatment Plant No. 1
Improvement Project 2011-02**

Bid Schedule "E" - Base Bid - Pavements and Miscellaneous Construction (Continued)					<i>Rochon Coproration</i>		<i>Gridor Construction, Inc.</i>	
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
40	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	88	SQ YD	\$51.03	\$4,490.64	\$51.00	\$4,488.00
41	2540.602	BOLLARD	16	EACH	\$324.00	\$5,184.00	\$350.00	\$5,600.00
42	2554.505	PERMANENT BARRICADES	48	LIN FT	\$32.40	\$1,555.20	\$44.50	\$2,136.00
43	2557.501	WIRE FENCE DESIGN 72-9322	231	LIN FT	\$26.78	\$6,186.18	\$27.00	\$6,237.00
44	2557.517	VEHICULAR GATE - SINGLE	2	EACH	\$860.76	\$1,721.52	\$853.00	\$1,706.00
45	2564.531	SIGN PANELS TYPE C	6.3	SQ FT	\$28.92	\$182.20	\$80.00	\$504.00
46	2571.501	LANDSCAPING	1	LUMP SUM	\$3,456.00	\$3,456.00	\$5,000.00	\$5,000.00
47	2573.502	SILT FENCE, TYPE MACHINE SLICED	1,806	LIN FT	\$1.89	\$3,413.34	\$2.50	\$4,515.00
48	2573.530	STORM DRAIN INLET PROTECTION	1	EACH	\$162.00	\$162.00	\$80.00	\$80.00
49	2573.540	FILTER LOG TYPE STRAW BIOROLL	180	LIN FT	\$2.54	\$457.20	\$3.00	\$540.00
50	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	1,683	SQ YD	\$1.40	\$2,356.20	\$2.00	\$3,366.00
51	2575.605	TURF ESTABLISHMENT	6.6	ACRE	\$962.00	\$6,349.20	\$860.00	\$5,676.00
52	2582.501	PAVEMENT MESSAGE (HANDICAPPED SMBOL) - EPOXY	1	EACH	\$286.20	\$286.20	\$300.00	\$300.00
53	2582.502	4" SOLID LINE WHITE - EPOXY	154	LIN FT	\$13.50	\$2,079.00	\$13.50	\$2,079.00
Total Bid Schedule "E"						\$127,155.11		\$125,084.00

Bid Schedule "F" - Base Bid - Mobilization					<i>Rochon Coproration</i>		<i>Gridor Construction, Inc.</i>	
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	2021.501	MOBILIZATION	1	LUMP SUM	\$16,524.00	\$16,524.00	\$80,000.00	\$80,000.00
Total Bid Schedule "F"						\$16,524.00		\$80,000.00

Alternate No. 1 - Filter No. 2					<i>Rochon Coproration</i>		<i>Gridor Construction, Inc.</i>	
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	2100.501	CONSTRUCT FILTER NO. 2 AND ALL APPURTENANCES	1	LUMP SUM		\$147,476.00	\$179,000.00	\$179,000.00
Total Alternate No. 1						\$147,476.00		\$179,000.00

**BID TABULATION
CITY OF EAST BETHEL
Water Treatment Plant No. 1
Improvement Project 2011-02**

Alternate No. 2 - Chemical Pumps (Optional)			<i>Rochon Coproration</i>	<i>Gridor Construction, Inc.</i>
ITEM NO.	SPECIFICATION SECTION AND EQUIPMENT ITEM	EQUIPMENT OR MATERIAL ITEM SPECIFIED	NAME OF "ALTERNATE" MANUFACTURER AND AMOUNT OF ADD/DEDUCT FOR "ALTERNATE" MANUFACTURER	NAME OF "ALTERNATE" MANUFACTURER AND AMOUNT OF ADD/DEDUCT FOR "ALTERNATE" MANUFACTURER
1	11219 METERING PUMPS	THERMO SCIENTIFIC	NB	NB
Total Alternate No. 2			\$0.00	\$0.00

Alternate No. 3 - Irrigation System					<i>Rochon Coproration</i>	<i>Gridor Construction, Inc.</i>		
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	2571.501	IRRIGATION SYSTEM	1	LUMP SUM	\$6,480.00	\$6,480.00	\$9,000.00	\$9,000.00
Total Alternate No. 3						\$6,480.00		\$9,000.00

Alternate No. 4 - Perimeter Fence					<i>Rochon Coproration</i>	<i>Gridor Construction, Inc.</i>		
ITEM NO.	SPEC.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	2557.501	WIRE FENCE DESIGN 72-9322	1,292	LF	\$14.50	\$18,734.00	\$16.50	\$21,318.00
2	2557.517	VEHICULAR GATE - SINGLE 10 FOOT	1	EACH	\$860.76	\$860.76	\$1,000.00	\$1,000.00
3	2557.517	VEHICULAR GATE - DOUBLE 20 FOOT	2	EACH	\$1,074.60	\$2,149.20	\$1,200.00	\$2,400.00
Total Alternate No. 4						\$21,743.96		\$24,718.00

SUMMARY OF BIDDING:

	<i>Rochon Coproration</i>	<i>Gridor Construction, Inc.</i>
Total Base Bid Schedule A through F	\$1,981,263.20	\$1,989,080.00
Total Alternate No.1	\$147,476.00	\$179,000.00
Total Alternate No. 2	\$0.00	\$0.00
Total Alternate No. 3	\$6,480.00	\$9,000.00
Total Alternate No. 4	\$21,743.96	\$24,718.00

Error in calculation



City of East Bethel City Council Agenda Information

Date:

January 4, 2012

Agenda Item Number:

Item 7.0 B.2

Agenda Item:

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

Requested Action:

Consider Approving Resolution 2012-08 Ordering Improvements and Preparation of Plans and Specifications for the Jackson Street Reconstruction Project.

Background Information:

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 181st 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 189th 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.

Attachments:

1. Project Location Map
2. Construction Cost Estimate
3. Resolution 2012-08 Ordering Improvement and Preparation of Plans and Specifications for the Jackson Street Reconstruction Project

Fiscal Impact:

The total estimated project cost for the Jackson Street Reconstruction Project is estimated to be \$1,313,105. This project is proposed to be financed by municipal state aid construction funds. Funds are available and appropriate for this project.

Recommendation(s):

Staff recommends approval of Resolution 2012-08 Ordering Improvements and Preparation of Plans and Specifications for the Jackson Street Reconstruction Project.

City Council Action

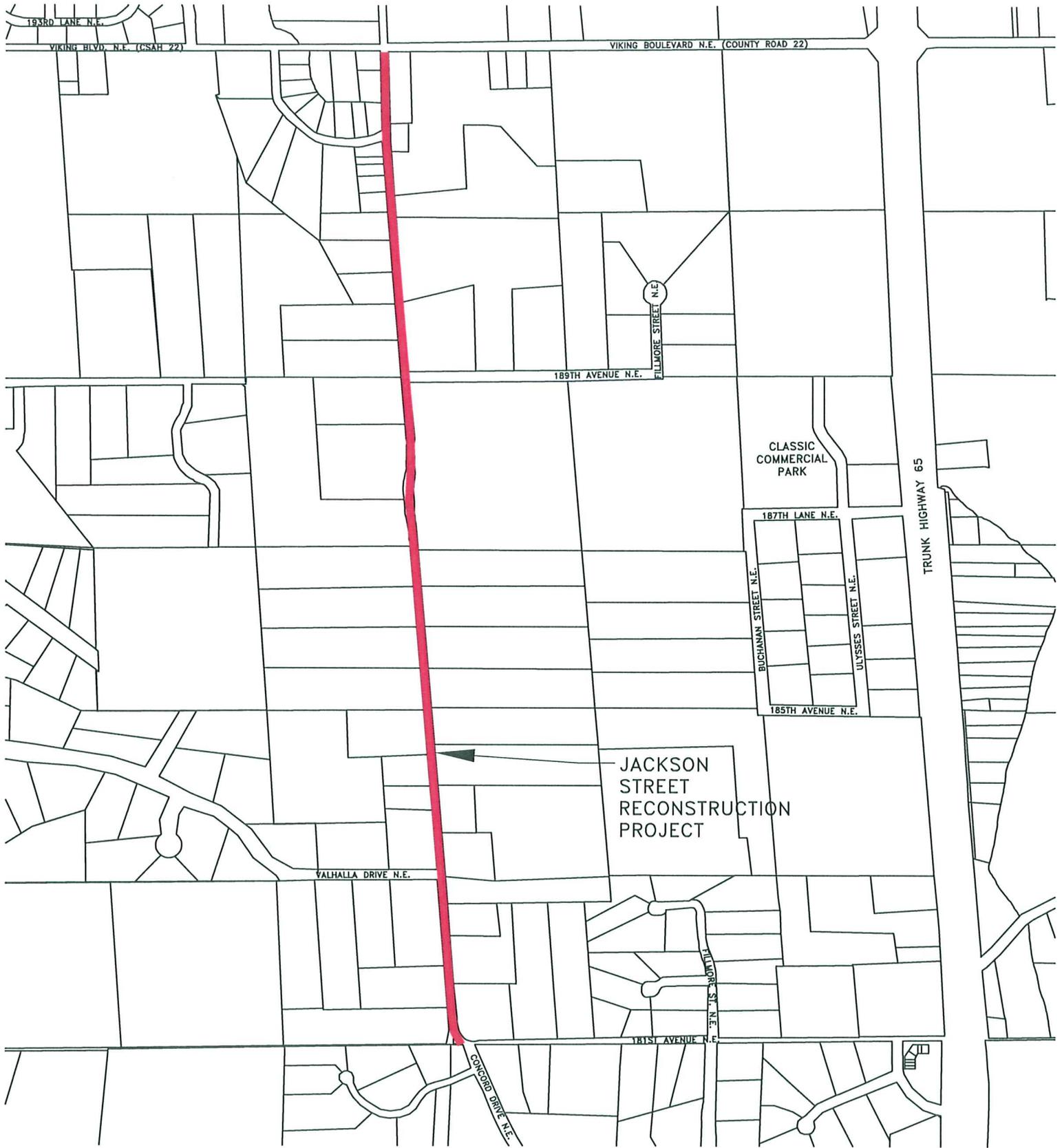
Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



LOCATION MAP ATTACHMENT 1

ENGINEER'S ESTIMATE

ITEM NO.	SPEC. REF.	DESCRIPTION	UNIT	UNIT COST	JACKSON STREET N.E.				TOTAL ESTIMATED QUANTITY	TOTAL ESTIMATED COST
					ROADWAY		STORM SEWER			
					ESTIMATED QUANTITY	EXTENSION	ESTIMATED QUANTITY	EXTENSION		
1	2021.501	MOBILIZATION	LUMP SUM	\$30,000.00	0.89	\$26,700	0.11	\$3,300	1	\$30,000
2	2101.501	CLEARING	ACRE	\$1,200.00	3.5	\$4,200			3.5	\$4,200
3	2101.506	GRUBBING	ACRE	\$1,200.00	3.5	\$4,200			3.5	\$4,200
4	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$10.00	148	\$1,480			148	\$1,480
5	2104.501	REMOVE PIPE CULVERTS	LIN FT	\$5.00	527	\$2,635			527	\$2,635
6	2104.501	REMOVE CONCRETE GUTTER	LIN FT	\$10.00	72	\$720			72	\$720
7	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$2.00	1,197	\$2,393			1,197	\$2,393
8	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$4.00	47	\$188			47	\$188
9	2104.509	REMOVE CATCH BASIN	EACH	\$500.00	2	\$1,000			2	\$1,000
10	2104.509	REMOVE SIGN	EACH	\$20.00	24	\$480			24	\$480
11	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$25.00	55	\$1,375			55	\$1,375
12	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$3.00	525	\$1,575			525	\$1,575
13	2104.521	SALVAGE FENCE	LIN FT	\$4.00	1,320	\$5,280			1,320	\$5,280
14	2104.601	REMOVE MISCELLANEOUS STRUCTURES	LUMP SUM	\$1,000.00	1	\$1,000			1	\$1,000
15	2105.501	COMMON EXCAVATION, EV (P)	CU YD	\$5.00	8,203	\$41,015			8,203	\$41,015
16	2105.505	MUCK EXCAVATION, EV	CU YD	\$5.00	4,000	\$20,000			4,000	\$20,000
17	2105.521	GRANULAR BORROW, LV	CU YD	\$8.00	8,250	\$66,000			8,250	\$66,000
18	2105.525	TOPSOIL BORROW, LV	CU YD	\$13.00	500	\$6,500			500	\$6,500
19	2105.535	SALVAGED TOPSOIL FROM STOCKPILE, CV	CU YD	\$3.00	2,965	\$8,895			2,965	\$8,895
20	2105.604	GEOTEXTILE FABRIC TYPE IV	SQ YD	\$10.00			79	\$788	79	\$788
21	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	\$2.50	2,350	\$5,875			2,350	\$5,875
22	2105.607	HAUL AND STOCKPILE EXCESS MATERIAL	CU YD	\$2.00	2,000	\$4,000			2,000	\$4,000
23	2211.501	AGGREGATE BASE CLASS 5	TON	\$11.00	4,340	\$47,740			4,340	\$47,740
24	2232.501	MILL BITUMINOUS SURFACE (1 1/2")	SQ YD	\$5.00	105	\$525			105	\$525
25	2331.604	BITUMINOUS PAVEMENT RECLAMATION	SQ YD	\$2.00	27,280	\$54,560			27,280	\$54,560
26	2331.607	HAUL BITUMINOUS PAVEMENT RECLAMATION, CV	CU YD	\$3.00	2,910	\$8,730			2,910	\$8,730
27	2350.501	TYPE LV 3 WEARING COURSE MIXTURE (B)	TON	\$63.00	3,953	\$249,016			3,953	\$249,016
28	2350.502	TYPE LV 3 NON WEARING COURSE MIXTURE (B)	TON	\$62.00	3,920	\$243,038			3,920	\$243,038
29	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.00	1,620	\$3,240			1,620	\$3,240
30	2411.604	MODULAR BLOCK RETAINING WALL	SQ YD	\$180.00	107	\$19,260			107	\$19,260
31	2501.511	15" CS PIPE CULVERT	LIN FT	\$20.00	72	\$1,440			72	\$1,440
32	2501.515	15" RC PIPE APRON	EACH	\$350.00			8	\$2,800	8	\$2,800
33	2501.515	18" RC PIPE APRON	EACH	\$400.00			2	\$800	2	\$800
34	2501.515	24" RC PIPE APRON	EACH	\$500.00			1	\$500	1	\$500
35	2501.569	15" CS SAFETY APRON	EACH	\$150.00	4	\$600			4	\$600
36	2501.573	INSTALL CULVERT MARKER	EACH	\$50.00			11	\$550	11	\$550
37	2501.602	TRASH GUARD FOR 15" PIPE APRON	EACH	\$200.00			8	\$1,600	8	\$1,600
38	2501.602	TRASH GUARD FOR 18" PIPE APRON	EACH	\$250.00			2	\$500	2	\$500
39	2501.602	TRASH GUARD FOR 24" PIPE APRON	EACH	\$300.00			1	\$300	1	\$300
40	2503.541	15" RC PIPE SEWER DESIGN 3006, CL V	LIN FT	\$22.00			2,004	\$44,088	2,004	\$44,088
41	2503.541	18" RC PIPE SEWER DESIGN 3006, CL V	LIN FT	\$26.00			84	\$2,184	84	\$2,184
42	2503.541	24" RC PIPE SEWER DESIGN 3006, CL III	LIN FT	\$35.00			114	\$3,990	114	\$3,990
43	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48 - 4020	LIN FT	\$215.00			197.9	\$42,549	197.9	\$42,549
44	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54 - 4020	LIN FT	\$270.00			7.4	\$2,003	7.4	\$2,003
45	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LIN FT	\$350.00			2.8	\$980	2.8	\$980
46	2506.516	CASTING ASSEMBLIES TYPE 1	EACH	\$500.00			26	\$13,000	26	\$13,000
47	2506.516	CASTING ASSEMBLIES TYPE 2	EACH	\$500.00			1	\$500	1	\$500
48	2506.516	CASTING ASSEMBLIES TYPE 3	EACH	\$500.00			2	\$1,000	2	\$1,000
49	2511.501	RANDOM RIPRAP CLASS III	CU YD	\$80.00			29.5	\$2,360	29.5	\$2,360
50	2511.501	RANDOM RIPRAP CLASS SPECIAL	CU YD	\$90.00			10.0	\$900	10.0	\$900
51	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$10.00	12,000	\$120,000			12,000	\$120,000
52	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$56.00	300	\$16,800			300	\$16,800
53	2535.501	BITUMINOUS CURB	LIN FT	\$5.00	100	\$500			100	\$500
54	2540.602	MAIL BOX SUPPORT	EACH	\$150.00	32	\$4,800			32	\$4,800
55	2563.601	TRAFFIC CONTROL	LUMP SUM	\$1,000.00	0.89	\$890	0.11	\$110	1	\$1,000
56	2564.531	SIGN PANELS TYPE C	SQ FT	\$35.00	355.0	\$12,425			355.0	\$12,425
57	2571.501	CONIFEROUS TREE 6' HT B&B	TREE	\$300.00	8	\$2,400			8	\$2,400
58	2573.501	BALE BARRIER	LIN FT	\$20.00	60	\$1,200			60	\$1,200
59	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	\$1.50	12,070	\$18,105			12,070	\$18,105
60	2573.53	STORM DRAIN INLET PROTECTION	EACH	\$200.00			32	\$6,400	32	\$6,400
61	2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	\$1,000.00	2	\$2,000			2	\$2,000
62	2575.523	EROSION CONTROL BLANKETS CATEGORY 2	SQ YD	\$4.00	70	\$280			70	\$280
63	2575.605	TURF ESTABLISHMENT	ACRE	\$1,250.00	7.3	\$9,125			7.3	\$9,125
64	2582.502	4" SOLID LINE WHITE - EPOXY	LIN FT	\$0.30	15,720	\$4,716			15,720	\$4,716
65	2582.502	4" BROKEN LINE YELLOW - EPOXY	LIN FT	\$0.35	530	\$186			530	\$186
66	2582.502	4" DOUBLE SOLID LINE YELLOW - EPOXY	LIN FT	\$0.60	5,280	\$3,168			5,280	\$3,168
67	2582.502	4" SOLID LINE YELLOW - EPOXY	LIN FT	\$0.30	2,640	\$792			2,640	\$792
68	2582.502	24" STOP LINE WHITE - EPOXY	LIN FT	\$7.25	152	\$1,102			152	\$1,102
						\$1,032,148		\$131,202		\$1,163,350

ATTACHMENT 2

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

RESOLUTION 2012-08

**RESOLUTION ORDERING IMPROVEMENT AND
PREPARATION OF PLANS AND SPECIFICATIONS FOR THE
JACKSON STREET RECONSTRUCTION PROJECT**

WHEREAS, per the current Capital Improvement Program, which was adopted by the City Council the 6th day of July, 2011, the City staff has identified a project that requires Plans and Specifications; and

WHEREAS, this project includes the reconstruction of Jackson Street from 181st Avenue to Viking Boulevard.

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

1. Such improvements are hereby ordered as proposed in the current City Capital Improvement Program.
2. City staff is hereby directed and authorized to prepare plans and specifications for the making of such improvements.

Adopted this 4th 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 4, 2012

Agenda Item Number:

Item 7.0 B.3

Agenda Item:

City Engineer – Contract Addendum #7

Requested Action:

Consider Contract Addendum #7 for engineering services for the reconstruction of Jackson Street from 181st Avenue to Viking Blvd.

Background Information:

As required by the Engineering Service Contract between the City and Hakanson Anderson, the City Engineer has prepared a Contract Addendum to identify for Council the cost for engineering services for this project. The amount quoted in the addendum is a not to exceed amount. Total engineering services will be \$130,255 for this project. The contract addendum is included as Attachment 1.

This project includes the reconstruction of Jackson Street from 181st Avenue to Viking Blvd. Work to be performed includes project design, surveying and staking, plans and specifications, advertising and bidding, bid evaluation, construction administration, full time construction inspection, contractor payment verification, project close out, preparation of State Aid documents, draw requests, obtaining quotes for sub-contractor services, as built drawings, coordination with the County, and facilitating right-of-way acquisition.

The total estimated construction cost for this project is \$1,163,350. The proposed Addendum #7 is in the amount not to exceed \$130,255, which is 11.1% of construction. As presented in the addendum, the City will also be responsible for other costs including material testing and city attorney and appraiser fees for right-of-way acquisition. These costs are estimated at \$19,500, which is 1.7% of construction.

The total estimated engineering services and other overhead costs are 12.8% of the construction. This project is on the City’s state aid system, therefore all overhead expenses are eligible for State Aid Construction funds up to a maximum 25 percent, or \$290,317.

Attachment(s):

- 1. Consulting Services Contract Addendum #7

Fiscal Impact:

As noted above.

Recommendation(s):

Staff is recommending approval of Addendum #7 to the Contract for City Engineering Services dated September 3, 2008.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

**City Engineering Services Agreement
Dated September 3, 2008
Consulting Services Contract Addendum #7**

PROJECT: City Project #2012-01

Reconstruction of Jackson Street from 181st Avenue to Vikings Boulevard

SCOPE OF SERVICES

The scope of this project will include engineering, construction supervision, construction surveying and staking, bidding and contract development, as-built plans, and all documents necessary to obtain Municipal State Aid Funds. These services and deliverables are further described in Section II of the City of East Bethel Agreement for City Professional Engineering Services between the City of East Bethel and Hakanson Anderson Associates, Inc.

FEES:

TOTAL NOT-TO-EXCEED COST ASSOCIATED WITH THIS PROPOSAL: <i>(Cost for Services and Deliverables + Reimbursable Expenses)</i>	\$ 130,255
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Attachment A identifies the projected hours, rates and total "not-to-exceed" costs for this project.

This Proposal is based on the following assumptions:

1. This project will not be specially assessed.
2. This project will be financed through the Municipal State Aid Fund.
3. The City Engineer will be responsible for preparing the application and all related construction documents (plans, specifications, contracts, etc.) for this project.
4. The City Engineer will be responsible for preparation of all draw requests from MnDOT for MSA funds to be applied to this project.
5. The City Engineer will facilitate required right-of-way acquisition.
6. This project will not include municipal sewer and water.

Other important information is:

None

Designated Representative is:

Craig J. Jochum, P.E.
3601 Thurston Avenue
Anoka, MN 55303
763-427-5860 phone
763-427-0520 fax
Craigj@haa-inc.com

SUB-CONTRACTORS/CONSULTANTS

The sub-contractors/consultants retained at Hakanson Anderson Associates expense are:

None

The sub-contractors/consultants required for this project that will be retained at the City's expense are:

1. Construction Materials Testing, estimated cost \$9,500
2. Attorney Fees – Right-of-Way Acquisition \$4,500
3. Appraisal Fees – Right-of-Way Acquisition \$5,500

Hakanson Anderson will solicit quotes for this work and forward all quotes to the City with a recommendation and proposed agreement for services. Hakanson Anderson will coordinate all sub-contractor/consultant work on behalf of the City.

No exceptions to or exclusions from this Addendum shall be permitted except as noted herein unless previous written agreement is provided by the City of East Bethel.

For the City:

For Hakanson Anderson Associates, Inc.:

Richard Lawrence, Mayor

Craig J. Jochum

ATTEST:

Jack Davis
City Administrator

Date: _____

Date: _____

**Attachment A
Jackson Street
Professional Services Not-to-Exceed Costs**

Task	Personnel		CE	PM	DE	SCO	TS	STC	WS	CL	GPS	Labor Cost	Expenses	Total Cost
	Average Billing Rate	Hours												
1 Plans, Specifications, and Bidding	\$90	20	20	20	20		40	60		24	40	\$16,154	\$1,500	\$17,654
2 Wetland Delineation and Permitting		4	8	8			8	8	40	4	8	\$6,249	\$300	\$6,549
3 Construction and Contract Adm.		60	80	16				8		8		\$15,443	\$300	\$15,743
4 Construction Observation						500				12		\$39,839	\$2,500	\$42,339
5 Construction Staking		4	8	20			160	32		4		\$17,038	\$800	\$17,838
6 Right of Way Acquisition		80	40	12				80		8		\$19,755	\$500	\$20,255
7 As-Built Drawings		4	8				48	16		4		\$6,177	\$200	\$6,377
8 Expenses														\$3,500
														\$130,255

Not To Exceed =====>



City of East Bethel City Council Agenda Information

Date:

January 4, 2012

Agenda Item Number:

Item 7.0 C.3

Agenda Item:

Bureau of Criminal Apprehension JPA

Requested Action:

Consider approving the BCA-JPA permitting participation in the BCA eCharging program

Background Information:

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.

Attachment(s):

1. Resolution 2012-09 Approving State of Minnesota Joint Powers Agreements with the City of East Bethel on Behalf of its City Attorney and Police Department
2. Bureau of Criminal Apprehension JPA
3. Court Data Services Subscriber Amendment

Fiscal Impact:

None at this time

Recommendation(s):

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.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

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

RESOLUTION NO. 2012-09

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS
AGREEMENTS WITH THE CITY OF EAST BETHEL ON BEHALF OF ITS CITY
ATTORNEY**

WHEREAS, the City of East Bethel on behalf of its Prosecuting Attorney desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW THEREFORE, BE IT RESOLVED, by the City Council of East Bethel that:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of East Bethel on behalf of its Prosecuting Attorney are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.

2. That the City Administrator, Jack Davis, or his or her successor, is designated the Authorized Representative. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement the Deputy City Clerk is appointed as the Authorized Representative's designee.

3. That the City Administrator, Jack Davis, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement the Deputy City Clerk is appointed as the Authorized Representative's designee.

4. That Richard Lawrence, the Mayor for the City of East Bethel, and Jack Davis, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted by the City Council for the City of East Bethel, this 4th of January, 2012.

Richard Lawrence, Mayor

ATTEST:

Jack Davis, City Administrator

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
CRIMINAL JUSTICE AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of East Bethel on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties. Agency wants to access these data in support of its criminal justice duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA will provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at www.dps.state.mn.us/cjdn/.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function needs to be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses and maintains data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety, Agency must have a transaction record of all access to the data that are maintained. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

3 Payment

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Jack Davis, City Administrator, 2241 221st Ave NE, East Bethel, MN 55011, 763-367-7840, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Name: _____
(PRINTED)

Signed: _____

Date: _____

SWIFT Contract number _____

2. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION

delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of East Bethel on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 39120, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Amendment. Any party may terminate this Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of a Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or

other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Agreement, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its

licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if

Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions

of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Name: _____
(PRINTED)

Signed: _____

Date: _____

SWIFT Contract No. _____

2. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

5. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



City of East Bethel City Council Agenda Information

Date:

January 4, 2012

Agenda Item Number:

Item 7.0 G.1

Agenda Item:

Anoka County-Blaine Airport Advisory Commission

Requested Action:

Consider the appointment of a member an alternate 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 may appoint one member and an alternate to the Commission.

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: _____



City of East Bethel City Council Agenda Information

Date:

January 4, 2012

Agenda Item Number:

Item 7.0 G.2

Agenda Item:

Ady Voltedge Contract

Requested Action:

Consider approving the Ady Voltedge contract

Background Information:

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.

Attachment(s):

Attachment #1 Base Proposal

Attachment #2 Base Cost Proposal

Attachment #3 Alternate Proposal for Target Industry Study and Economic Development Plan Review

Attachment #4 Cost Proposal for Target Industry and Economic Development Plan Review

Fiscal Impact:

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.

Recommendation(s):

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.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

attachment #1



City of East Bethel Branding and Marketing Plan Proposal

OVERVIEW OF APPROACH

In order to meet the stated objectives, we will use the methodology summarized below. Further description of each step is provided in the next section. Gray columns represent proposed visits and bullets represent key milestones.

City of East Bethel, Minnesota Branding & Marketing Plan										
Overview of Approach	Timeline (weeks)									
	1	2	3	4 - 5 - 6 - 7	8 - 9	10	11 - 12 - 13	14	15	16
POSITIONING & BRANDING										
1. Collection and Analysis of Data	Gray	Gray								
2. In-Person Kick-Off Meeting & In-Person Stakeholder Input			Bullet							
3. Additional Stakeholder Input (online survey)				Bullet	Gray					
4. Development and Presentation of Positioning Statement					Gray	Bullet				
5. Recommendation on Logo							Gray	Gray		
MARKETING PLAN										
6. Retail Market Analysis					Gray	Bullet				
7. Development of Comprehensive Marketing Plan							Gray	Gray	Gray	
8. Presentation of Comprehensive Marketing Plan & Discussion of Next Steps										Bullet

INVESTMENT

City of East Bethel, Minnesota Branding & Marketing Plan						
Overview of Approach	Timeline (weeks)					
	Janet Ady	Bennett S.	Brandon Rutz	Ryne Eberle	Total	
POSITIONING & BRANDING						
1. Collection and Analysis of Data						\$1,845
a. Locational criteria collection and synthesis;	1		1	8		\$965
b. Preparation of PowerPoint to use in stakeholder meetings	2			2		\$560
c. Review current collateral and website		2				\$320
2. In-Person Kick-Off Meeting & In-Person Stakeholder Input						\$6,880
a. Travel at half rate (shown as half time)	6	6				\$2,160
b. Meetings in East Bethel	12	12				\$4,320
c. Wrap up after the meeting	2					\$400
3. Additional Stakeholder Input (online survey)						\$5,690
a. Baseline Survey Analysis	17.5					\$3,500
b. Modification and administration of survey	2			6		880
c. Presentation of survey findings	2		6	2		\$1,310

4. Development and Presentation of Positioning Statement						\$1,440
a. Synthesis of data in previous steps and recommendations	4	4				\$1,440
5. Recommendation on Logo						\$1,080
a. Provide recommendations on whether to keep current logo or revise	3	3				\$1,080
MARKETING PLAN						
6. *Retail Market Analysis(optional)						\$3,500
a. Analysis of market-level retail data	4		8	5		\$2,200
b. Reporting	2		2			\$650
c. Presenting	2		2			\$650
7. Development of Comprehensive Marketing Plan						\$6,510
a. Development of plan, additional research, synthesis	10	8	22	6		\$6,510
8. Presentation of Comprehensive Marketing Plan & Discussion of Next Steps						\$3,060
a. Presentation to East Bethel	2.5	2.5				\$900
b. Travel at half rate (shown as half time)	6	6				\$2,160
Mileage and Travel Expenses	Not To Exceed \$1,000					\$1,000
Total Cost Not To Exceed:						\$31,005

East Bethel Branding and Marketing Strategy Landform/Sharp Creative Team Work Plan and Budget October 21, 2011								Ben Harris, Managing Partner	Darren Lazan, R/LA, President	Robert Schunicht, PE, Vice President	Kendra Lindahl, AICP, Principal Planner		
	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12		Sharp Creative \$95.00	Landform \$195.00	Landform \$165.00	Landform \$140.00	TOTAL HOURS	TOTAL FEE/EST
Research								66	44	12	12	134	\$18,510
Review of Current Plans/Prior Plans/Online Presence								8	8	6			\$3,310
Review of Comprehensive Plan								4	8		4		\$2,500
Community Involvement								30	16	6	8		\$8,080
Surveys – on-line/mailer													
Open House													
Targeted Meetings								24	12				\$4,620
Deliverables													
Compilation and summary report			★					32	14	0	0	46	\$5,770
Analyze								12	6				\$2,310
Review Background Information								8					\$760
Solicit Community Feedback								12	8				\$2,700
Develop Consensus of Stakeholder Direction								70	28	2	2	102	\$12,720
Create								32	12	2	2		\$5,990
Summary Identity, Marketing, and Communications Plan													
Summary and Basis of Identity Effort													
Basic Graphic Identity usage and components													
Identification of potential Marketing efforts													
Identify viable communication directives								8					\$760
Project roll-out													
PR and Marketing Plan								30	16				\$5,970
Base Deliverables													
Basic Identity Package - Logo/Tagline, Graphic Files													
Basic Stationary Package – Letterhead, Envelopes, Business Cards													
Status meetings with Staff and EDA	★	★		★	★	★		18	6	0	0	24	\$2,880
Present to Council								12					\$1,140
Follow-up								6	6				\$1,740
Consultant Support													
Evaluation of Process and Results								186	92	14	14	306	\$39,880
Reimbursables Estimate													\$4,000
												Estimated TOTAL	\$43,880.00



Economic Development Plan & Marketing Plan Proposal

OVERVIEW OF WORK PLAN

In order to meet the stated objectives, we will use the methodology summarized below. Further description of each step is provided in the next section. Bullets represent key milestones. Yellow represents in-person meetings in East Bethel. Gray represents teleconferences/meetings with client.

City of East Bethel Target Industry, Branding & Marketing Plan															
Overview of Approach	Timeline (weeks)													Format and Participant	Deliverables
	1	2	3	4-5	6	7-8-9	10	11	12	13-14-15	16-17	18	19		
PHASE ONE: BASELINE RESEARCH															
1. Project Initiation Meeting	•													W, T	Shared goals, key dates, etc.
2. Collection and Evaluation of Locational Data (locational criteria and synthesis; preparation of PowerPoint; review current website and collateral)		•													Topline overview on how East Bethel, Anoka County, Greater MSP region, and MN rate on the key locational criteria used by site selectors
3. Retail Market Analysis (analysis, reporting and presentation)		•													Understanding of retail supply/demand in East Bethel region
4. In-Person Stakeholder Input (single stakeholder meeting)			•											S, I	Input from local stakeholders on regional assets and weaknesses
5. Online Stakeholder Survey					•										Extensive input on assets, perceptions, etc.
6. Analysis and Summary of Findings to Date															Analysis and summary of all findings to date
7. Presentation of Findings to Date								•						W, T, R	Discussion and presentation
PHASE TWO: PART A: TARGET INDUSTRY ANALYSIS															
1. Preliminary Target Industry Analysis				•											Identification of industries (2-3 digit NAICS) that are big, growing, or both in the East Bethel region
2. Client Conference					•									W, T	Agreement on direction
3. Filtering of Target Industries:															Refinement of target industries and systematic match against available labor and the experiences of regional employers
a. Labor Market Match								•						I (for interviews)	
b. Employer															

Economic Development Plan & Marketing Plan Proposal

Interviews														
4.	Development of Proposed Target Industries												W; R	Proposed target industries
5.	Work Session on Target Industries												W; T	Agreement on direction
6.	Finalize Target Industries												W; R	Agreement on direction
7.	Meeting: Recommended Target Industries												S; I, R	Identification of highest-opportunity industries for attraction and expansion purposes
PHASE TWO, PART B: ECONOMIC DEVELOPMENT PLAN REVIEW														
1.	Comprehensive Plan review													Review existing Comp Plan, note questions.
2.	Stakeholder Input (one-on-one interviews over two days plus selected telephone interviews)												I	Conduct two full days of interviews in East Bethel with stakeholders, city staff, and elected officials; telephone interview with Met Council if appropriate
3.	Action Plan development												R	Develop recommendations for what should occur next (who, what, and when) as it relates to overall E.D. plan.
4.	Presentation/Discussion of Review Findings and Recommended Next Steps												W; S; I, R	Present plans to group; finalize; agree on next steps.
PHASE THREE: POSITIONING & BRANDING														
1.	Development of Positioning Statement and Recommendation on Logo													How the City of East Bethel differentiates itself among core audiences
2.	Work Session on Positioning and Recommendation on Logo												W; I	Agreement on next steps
3.	Implementation of Branding Recommendations												>	TBD based on recommendations
PHASE FOUR: MARKETING PLANNING														
1.	Development of Situation Analysis, Audiences, & Marketing Strategies													First half of marketing plan
2.	Client Teleconference												W; T; R	Approval of first half of marketing plan
3.	Development of Tactics, Timeline & Budgets													Second half of marketing plan
4.	Presentation of Comprehensive Marketing Plan & Discussion of Next Steps												S; I, R	Approval of complete marketing plan

Economic Development Plan & Marketing Plan Proposal

6. Analysis and Summary of Findings to Date

We will provide a complete analysis of the data, including a "Brand Index" that the City of East Bethel can update over time, to monitor changes in its brand perception. If enough respondents participate (300 minimum), we will be able to also conduct some advanced analytics such as regression analysis, factor analysis, etc. We will provide complete responses to you (a summary of how respondents answered each question) as well as a PowerPoint presentation with findings.

7. Presentation of Findings to Date

During this teleconference/webinar, we will present detailed findings to the work group and answer any questions you might have about the research findings.

PHASE TWO, PART A: TARGET INDUSTRY ANALYSIS

Please note that the focus of the target industry analysis is on industrial businesses, not commercial or retail businesses.

1. Preliminary Target Industry Analysis

During this step, we will analyze data in our databases to determine target industries with potential for East Bethel. These will include those business that are significant to the region, growing, or both. These will be based on 2-3 digit NAICS codes, which will be refined in later steps.

2. Client Conference

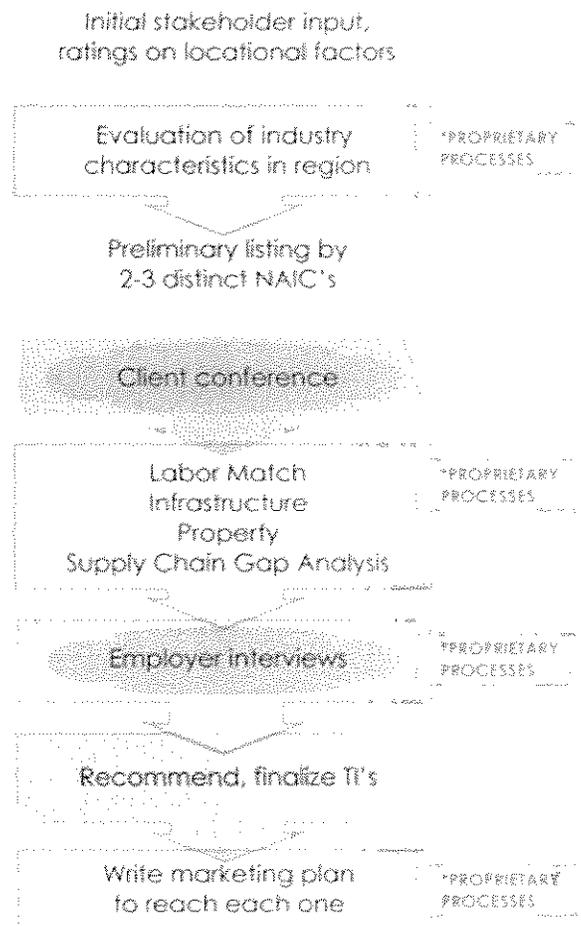
We will share initial findings with the client via teleconference, and then move into the filtering phase.

3. Filtering of Target Industries:

During this step, we will filter the target industries in two important ways. First, we will conduct a labor force match. Essentially, we want to make sure that East Bethel has an available labor force with compatible skills to whatever target industries we ultimately recommend.

The second important filter that we will apply is employer input. We will conduct a full day of one-on-one interviews with local and regional employers to learn first-hand their experiences in hiring certain occupations, the work ethic, and other labor-related issues.

Ady Voltedge Target Industry Identification Process



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4. Development of Proposed Target Industries

We will revise the target industries based on the labor force match and the employer input, and then drill down within the NAICS codes to a 4-6 digit level of granularity (6-digit is the highest level of granularity available). Then for each specific target industry, we will provide data such as earnings per worker, growth in earnings per worker, number of job, job growth, etc.

5. Work Session on Target Industries

During this meeting, we will present our findings from the research conducted to date, including our recommendations for which industries to target for business retention and attraction purposes. We will conduct this meeting in a work session format, and expect to finalize the key elements of the target industry analysis at this meeting.

6. Finalize Target Industries

We will make any revisions to the above target industries. Usually this includes deciding whether borderline industries should be kept in, left out, or noted as one worthy of development if certain infrastructure of workforce changes can be made over time. We also will start to group the individual target industries into 3-5 different categories for marketing purposes.

7. Meeting: Recommended Target Industries

We will present all the findings and rationale to the stakeholder group and answer any questions they may have. The findings are strategically important as they will suggest what types of industries would be the best fit with East Bethel, and what role they might play in growing the City's tax base.

Economic Development Plan & Marketing Plan Proposal

PHASE TWO, PART B: ECONOMIC DEVELOPMENT PLAN REVIEW

1. Comprehensive Plan Review

During this step, we will familiarize ourselves with the details of the East Bethel Comprehensive Plan. We will ask East Bethel to provide us with a complete copy of the entire document, as well as any updates that have been done or are planned.

2. Stakeholder Input (one-on-one interviews over two days)

While this Stakeholder Input will be done in conjunction with the Phase One, Step 5 Stakeholder Input, the format and purposes are distinct. In this Stakeholder Input, we will meet spent 1.5 man days meeting one-on-one with stakeholders to gain their input into the vision of the community, and specifically review key tenets from the Comprehensive Plan, such as the transition from a "diversified rural" area to a "rural growth center," the vision for a City Center, and the apportionment of sewerred land between residential, municipal, retail, office and industrial uses.

Facilitator	Morning	Afternoon
Janet Ady	Phase One, Step 4 Stakeholder kick-off meeting 20-30 local stakeholders in one group	Phase Two, Part B, Step 2 One-on-one stakeholder interviews
David Boyd	Phase Two, Part B, Step 2 One-on-one stakeholder interviews	Phase Two, Part B, Step 2 One-on-one stakeholder interviews

We assume the City will help identify participants and set up our interview schedule. Please plan for about 60 minutes per interview, with 30 minutes following each interview for us to capture key points and prepare for the next interview. These could be done at one central location (e.g., City Hall) to maximize our time with participants.

3. Action Plan Development

During this step, we will synthesize our findings from the previous two steps and present recommendations and action steps for the City with regard to Economic Development items. This could include recommendations for updating the Comprehensive Plan, as well as other activities which are outside the scope of this current project.

4. Presentation/Discussion of Review Findings and Recommended Next Steps

We have timed this presentation to correspond to a related presentation on the recommended target industries (Phase Two, Part A, Step 7) and a work session on positioning and branding (Phase Three, Step 2). As such, we will present findings in a separate but coordinated way to share findings and recommendations with East Bethel.

attachment 4

Staff	Janet Ady	Bennett Syverson	Brandon Rutz	Ryne Eberle	Jessica Barman	David Boyd	Total	Item Number in Original Proposal
Rate	\$ 200.00	\$ 160.00	\$ 125.00	\$ 80.00	\$ 80.00	\$ 160.00		
Phases/Tasks	Hours	Hours	Hours	Hours	Hours	Hours		
Phase One: Baseline Research	62.5	6	27	23	8	6	\$ 20,275.00	
Project Initiation Meeting	2	2				2	\$ 1,040.00	
Collection and Evaluation of Locational Data (locational criteria and synthesis; preparation of PowerPoint; review current website and collateral)	3	2	1	10			\$ 1,845.00	1
Retail Market Analysis	8		12	5			\$ 3,500.00	6
In-Person Stakeholder Input	20						\$ 4,000.00	2
Online Stakeholder Survey	21.5		6	8			\$ 5,690.00	3
Analysis & Summary of Findings to Date	6		8		8	2	\$ 3,160.00	
Presentation of Findings to Date	2	2				2	\$ 1,040.00	
Phase Two, Part A: Target Industry Analysis	22	0	46	0	5	31	\$ 15,510.00	
Preliminary Target Industry Analysis	4		16				\$ 2,800.00	
Client Conference	2		2				\$ 650.00	
Filtering of Target Industries			20		1	19	\$ 5,620.00	
Development of Recommended Target Industries	4		2		4		\$ 1,370.00	
Work Session on Target Industries	2		2			2	\$ 970.00	
Finalize Target Industries			4				\$ 500.00	
Meeting: Recommended Target Industries	10					10	\$ 3,600.00	
Phase Two, Part B: Economic Development Plan Review	16	8	0	0	4	54	\$ 13,440.00	
Comprehensive Plan Review	2					8	\$ 1,680.00	
Stakeholder Input (one-on-one interviews over two days)					2	26	\$ 4,320.00	
Action Plan Development	6				2	12	\$ 3,280.00	
Presentation/Discussion of Review Findings and Recommended Next Steps	8	8				8	\$ 4,160.00	
Phase Three: Positioning & Branding	9	9	0	0	0	0	\$ 3,240.00	
Development & Positioning Statement and Recommendation on Logo	7	7					\$ 2,520.00	4 & 5
Work Session on Positioning and Recommendation on Logo	2	2					\$ 720.00	
Implementation of Branding Recommendations							TBD	
							\$ -	
Phase Four: Marketing Planning	20.5	18.5	22	6	0	0	\$ 10,290.00	
Development of Situation Analysis, Audiences & Marketing Strategies	5	4	11	3			\$ 3,255.00	7
Client Teleconference	2	2					\$ 720.00	
Development of Tactics, Timeline & Budgets	5	4	11	3			\$ 3,255.00	7
Presentation of Comprehensive Marketing Plan & Discussion of Next Steps	8.5	8.5					\$ 3,060.00	8
							\$ -	
Phase Five: Marketing Implementation							\$ -	
TBD							TBD	
							\$ -	
Travel Expenses							\$2,000	\$1,000
Total Hrs	130	41.5	95	29	17	91	403.5	
Total \$	\$ 26,000.00	\$ 6,640.00	\$ 11,875.00	\$ 2,320.00	\$ 1,360.00	\$ 14,560.00	\$ 64,755.00	\$31,005



City of East Bethel City Council Agenda Information

Date:

January 4, 2012

Agenda Item Number:

Item 8.0 A.1

Agenda Item:

Commission/Committee Assignments 2012

Requested Action:

Staff seeks direction from Council on Commission/Committee assignments for 2012

Background Information:

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

Acting Mayor

The Acting Mayor performs the duties of the Mayor in his absence.

Commission Assignments

The Planning, Parks and Roads Commissions have traditionally had a Council Member assigned as a liaison non-voting member. The purpose is to provide guidance and historical perspective to issues and items that come before these Commissions.

Committee Assignments

These assignments include the following:

Watershed Management Organizations (WMO's): the City is required to participate in the watershed management organizations or districts, as appropriate, to develop water management plans for the watershed area. These organizations have authority to review surface water discharge plans as proposed by developers to ensure they comply with WMO plans. These organizations are closely tied to the Anoka Conservation District or ACD.

The WMO's meet periodically throughout the year with notices provided in advance of the meeting with agenda materials.

Cedar Creek Committee: This is a committee of City and University of Minnesota representatives that meet periodically to discuss uses of university property as part of the Memorandum of Understanding with the City.

Sandhill Crane Committee: This is a joint powers organization with Anoka County, DNR and MPCA. The City is the lead agency in this organization. The group collectively plans for public uses in this park facility.

Fire Department: Traditionally, a member of the City Council is assigned as the liaison to the Fire Department and attends the quarterly informational meetings.

Police Liaison: Traditionally, a Council Member is assigned as the liaison to the Sheriff's Department.

Booster Day Committee: Traditionally, two Council members are assigned as the liaison to the Booster Day Committee to assist with coordination of the annual event. The full committee consists of members of several organizations and residents interested this event.

Finance Committee: This committee meets April to identify parameters for budget development. From the parameters set by this Committee, the preliminary budget is developed for presentation to City Council by June 30th.

EDA Commission: This commission has two Council members assigned to it. One members term expired December 31, 2011, Council Member Boyer and Council Member Moegerle's term runs through December 31, 2012. This is a one year term.

Attachment(s):

- 1. Worksheet-Commission/Committee Assignments

Fiscal Impact:

None at this time.

Recommendation(s):

Staff is seeking direction on Commission/Committee assignments for 2012.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



PUBLIC FORUM SIGN UP SHEET

January 4, 2012

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

The following guidelines apply to the Public Forum:

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

NAME	ADDRESS	PHONE NUMBER	TOPIC

