

City of East Bethel

City Council Agenda

Regular Council Meeting – 7:30 p.m.

Date: December 7, 2011



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 Presentation/Hearing**

- Page 1-39 A. MPCA – Closed Land Fill Program
- Page 40-41 B. 2012 Budget Hearing

8:30 PM **5.0 Public Forum**

8:50 PM **6.0 Consent Agenda**

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

- Page 45-49 A. Approve Bills
- Page 50-79 B. Meeting Minutes, November 16, 2011, Regular Meeting
- Page 80-87 C. Meeting Minutes, October 27, 2011, City Council Work Meeting
- Page 88-95 D. Meeting Minutes, November 22, 2011, City Council Special Meeting
- Page 96-101 E. 2012 GIS Contract
- F. Appoint New Fire Fighters
- G. Fire Officers Appointments
- H. Anoka County – Blaine Airport Advisory Commission
- Page 102 I. Resolution 2011-59 Supporting St. Croix Minimal Impact Design Standard (MIDS) Pilot Project

New Business

7.0 Commission, Association and Task Force Reports

- A. EDA Commission (**No Report**)
- B. Planning Commission (**No Report**)
- C. Park Commission (**No Report**)
- D. Road Commission (**No Report**)

8.0 Department Reports

- A. Community Development (**No Report**)
- 9:15 PM B. Engineer
 - Page 103-125 1. Joint Powers Agreement (JPA) between Anoka County and the City of East Bethel for Signalization Project at Highway 65 and 221st Avenue NE
 - Page 126-134 2. Pay Estimate #7, Phase 1, Project 1, Utilities
 - Page 135-136 3. Construction Administration Costs for the Phase 1 Project 1 Utility Project
- C. Attorney (**No Report**)
- 9:50 PM D. Finance

- Page 137-141 1. Resolution 2011-60 Approving Final Budgets for General Fund, Debt Service Funds, Special Revenue Funds, Capital Project Funds and Proprietary Funds for 2012
- Page 142-144 2. Resolution 2011-61 Setting the Final Property Tax Levies for 2012
- Page 145-150 3. Resolution 2011-62 Setting the Final EDA Levy & Budget 2012
- Page 151-158 4. 2012 Proposed Fee Schedule
- 10:10 PM E. Public Works (**No Report**)
- F. Fire Department
 - 1. Fire Department Reports
- 10:15 PM G. City Administrator
 - 1. Approve Quote from Dascom for City Council Chambers AV Upgrade and Cablecast System

9.0 Other

- 10:25 PM A. Council Reports
- 10:35 PM B. Other

10:45 PM **10.0 Adjourn**



City of East Bethel City Council Agenda Information

Date:

December 7, 2011

Agenda Item Number:

4.0 A

Agenda Item:

MPCA – Closed Landfill Presentation

Requested Action:

Informational Only

Background Information:

The East Bethel landfill is located just south of city hall. It was permitted in 1971. The landfill accepted demolition, and mixed municipal and industrial wastes. The landfill was covered and a ground water pump was installed and began operating in 1994. In 2006-07, the MPCA installed a new landfill cover and an active gas extraction system.

The MPCA must develop a land use plan for the landfill property as part of the Closed Landfill Program. This program requires municipalities to adopt land use controls to better manage the landfills. This includes a comprehensive plan amendment (CPA) to change the existing land use to something more restrictive such as Closed Landfill Restrictive Area and possibly adopting new zoning regulations for the landfill property. The MPCA will offer technical advice to assist staff in the adoption of the land use controls. Staff will be incorporating the required changes in the CPA and may require a zoning text amendment.

MPCA will give a brief presentation about the Closed Landfill Program to the City Council.

Fiscal Impact:

N/A

Recommendation(s):

Informational Only

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____



Minnesota Pollution Control Agency

Managing the Risk at the East Bethel Landfill

Minnesota Pollution Control Agency
Jean Hanson

October 20, 2011



Minnesota Pollution
Control Agency

Closed Landfill Program (CLP) Background

- Landfill Cleanup Act enacted in 1994.
- CLP has taken over long-term care of 109 of 112 closed, permitted, MSW landfills.
- Manage the Risk:
 - Monitor groundwater & methane.
 - Construct remedies.
 - Maintain site/Operate remediation systems.
 - Land management.



Minnesota Pollution
Control Agency

East Bethel Landfill Background

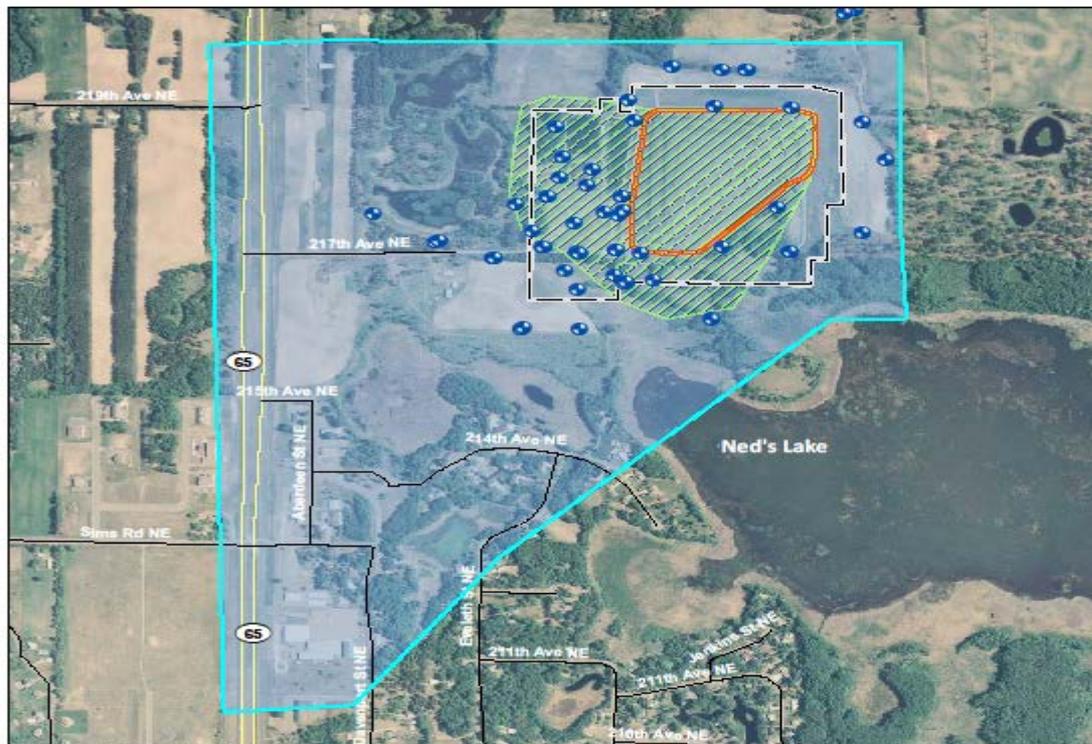
- Former owner/operator, East Bethel II PRP Group & MPCA signed Binding Agreement (BA) on October 11, 1995
- Landfill ownership transferred to the MPCA
- Landfill contains an estimated 1,241,900 cu. yds. of waste
- To date, CLP has spent \$2,001,355 on O&M costs and \$7,511,112 on construction



Groundwater Area of Concern

Minnesota Pollution Control Agency

CLP GW Area of Concern: EAST BETHEL SANITARY LANDFILL



Minnesota Pollution Control Agency

Site Contacts

Land Manager: Jean Hanson

Engineer: Peter Tiffany

Hydrogeologist: Joe Julik

Site Features

 Monitoring Well

 Waste Footprint

 Land Management Area
Designates the property that is under the responsibility and control of the MPCA.

 Groundwater Plume
Approximate area of the subterranean contaminated groundwater plume.

 Groundwater Area of Concern
An area where the groundwater may be affected by landfill contamination.



Created Jan 24, 2011 by CLP Hydrogeologist Joe Julik

DISCLAIMER: The State of Minnesota makes no representations or warranties to the user as to the accuracy, currency, suitability or reliability of this data for any purpose.





Methane Gas Area of Concern

Minnesota Pollution Control Agency

CLP Methane Area of Concern: EAST BETHEL LANDFILL



Minnesota Pollution Control Agency

Site Contacts

Land Manager: **Jean Hanson**

Engineer: **Peter Tiffany**

Hydrogeologist: **Joe Julik**

Site Features

- Gas Probe**
- Waste Footprint**
- Land Management Area**
Designates the property that is under the responsibility and control of the MPCA.
- Methane Area of Concern**
Area surrounding the landfill that may be impacted by subsurface migration of methane gas.



Created Nov 10, 2010 by CLP Engineer Peter Tiffany

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Minnesota Pollution
Control Agency

East Bethel BA Restrictions & Covenants.

- No construction or alteration on Landfill property w/o written approval of the MPCA.
- Drinking water wells may only be installed per Minn. R. 4725.4450 and with approval of MDH & MPCA on Landfill property.



Minnesota Pollution
Control Agency

East Bethel BA Easements

- Former owner/operator granted Easements to MPCA to:
 - Take response actions on Landfill property.
 - Install structures, equipment, and fences on Landfill property.
 - Monitor and install groundwater monitoring wells on Landfill property.



Minnesota Pollution
Control Agency

Closed Landfill Use Plan

- Helps reduce exposure to hazards to the public using or occupying land at and near closed landfills; protects our equipment.
- Local government units (LGUs) adopt land use controls.
- Includes both Subd. 9 (Land Management Plan) and Subd. 4 (Affected Property Notice) of Minn. Stat. 115B.412.



Minnesota Pollution
Control Agency

Land Management Plans Subd. 9

- MPCA must develop a land use plan for each landfill property.
 - MPCA designates the land use on the landfill property.
- Local land use plans must be consistent with MPCA's land use plan (designated uses).
 - Could result in LGU adopting new zoning ordinance for landfill property.



Minnesota Pollution
Control Agency

Affected Property Notice Subd. 4

- MPCA will:
 - Provide LGU with maps showing ground water contaminant plumes and areas of concern (AOCs) for ground water and methane gas; and narratives.
 - Make recommendations and technical advice to assist LGUs in their adoption of land use controls.



Minnesota Pollution
Control Agency

Affected Property Notice Subd. 4

- LGUs that receive this information must:
 - Incorporate this information in any local land use plan that includes affected property (setbacks, well restrictions, etc.).
 - Notify any person who applies for permit to develop affected land of this information.



Minnesota Pollution
Control Agency

Questions?

Site Team

Jean Hanson: (651) 757-2408

Joe Julik: (651) 757-2479

Peter Tiffany: (651) 757-2784

Email: jean.hanson@state.mn.us

Web Site:

www.pca.state.mn.us/cleanup/closedlandfills.html





Minnesota Pollution Control Agency

Managing the Risk at the East Bethel Landfill

December 7, 2011



Minnesota Pollution
Control Agency

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 - Construct remedies.
 - Maintain site/Operate remediation systems.
 - Land management.



Minnesota Pollution
Control Agency

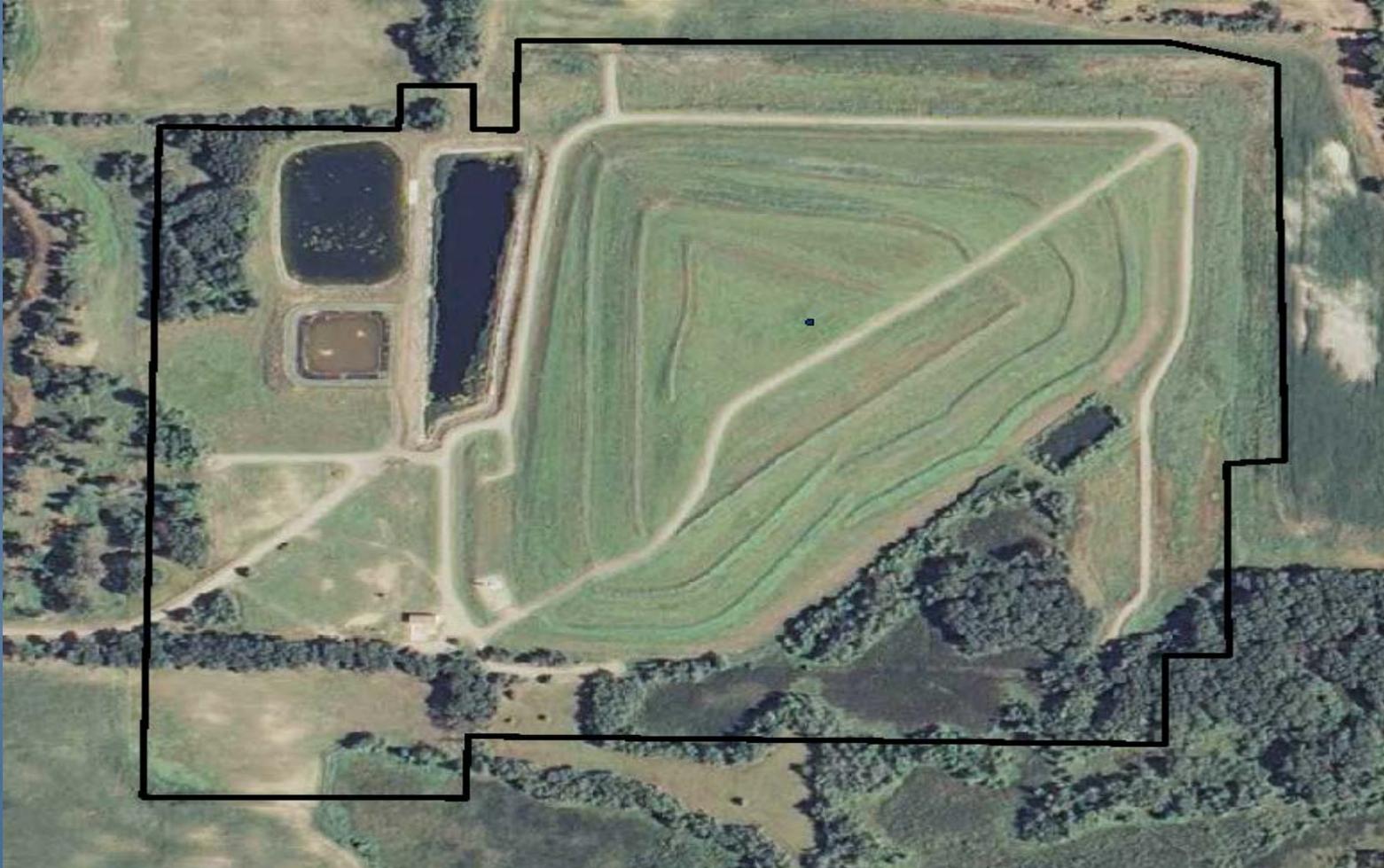
East Bethel Landfill Background

- Former owner/operator, East Bethel II PRP Group & MPCA signed Landfill Cleanup Agreement (LCA) on October 11, 1995
- Landfill ownership transferred to the MPCA
- Landfill contains an estimated 1,241,900 cu. yds. of waste
- To date, CLP has spent \$2,001,355 on O&M costs and \$7,511,112 on construction



Minnesota Pollution
Control Agency

Landfill - Land Management Area (LMA)





Minnesota Pollution
Control Agency

What is the LMA?

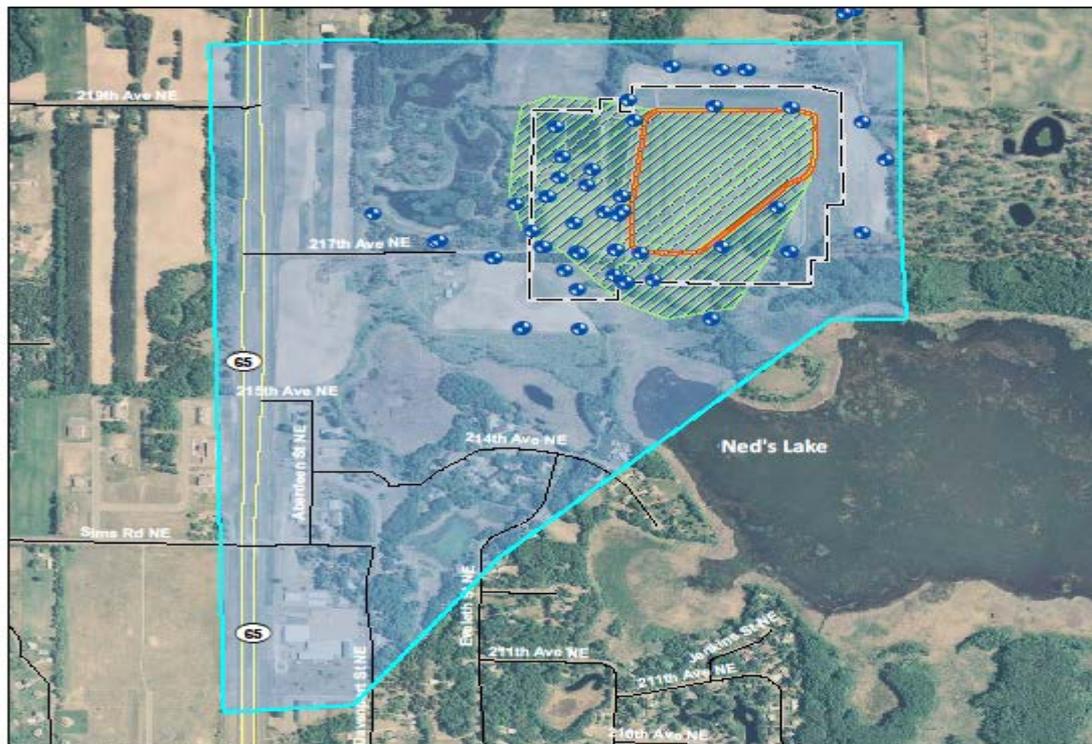
- Land identified in the Landfill Cleanup Agreement (LCA) and attachments
- Properties with adjacent waste
- Adjacent property the MPCA owns
- May include properties with equipment integral to response actions



Groundwater Area of Concern

Minnesota Pollution Control Agency

CLP GW Area of Concern: EAST BETHEL SANITARY LANDFILL



Minnesota Pollution Control Agency

Site Contacts

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Site Features

 Monitoring Well

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Designates the property that is under the responsibility and control of the MPCA.

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Approximate area of the subterranean contaminated groundwater plume.

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Created Jan 24, 2011 by CLP Hydrogeologist Joe Julik

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Minnesota Pollution
Control Agency

MDH - SWCA Memorandum for Special Well Construction Area

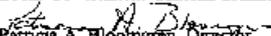


Minnesota Department of Health
121 East Seventh Place
P.O. Box 64976
St. Paul, MN 55164-0975

MEMORANDUM

DATE: March 2, 1998

TO: Licensed and Registered Well Contractors
Local Government Officials in Affected Cities and Counties

FROM: 
Patricia A. Bloomingren, Director
Division of Environmental Health

SUBJECT: Notice of Designation of Special Well Construction Area in the Vicinity of the East Bethel Sanitary Landfill

The Minnesota Department of Health (MDH) is designating a SPECIAL WELL CONSTRUCTION AREA which includes portions of the city of East Bethel, in Anoka County, as shown on the attached map. The Special Well Construction Area Designation becomes effective on March 15, 1998, and will remain in effect until further notice.

Groundwater in portions of the designated area has been contaminated as a result of operation of the East Bethel Sanitary Landfill. Groundwater contamination extends beneath most of the landfill site, and for several hundred feet beyond the landfill borders to the south and west. Several volatile organic chemicals (VOCs) have been detected off-site in excess of Health Risk Limits (HRLs).

Area geology consists of a surficial sand deposit, typically 20 to 60 feet deep, underlain in places by a discontinuous Grantsburg till deposit up to 20 feet thick, below which is an additional 10 to 30 feet of sand. Below this is 10 to 50 feet of Superior till. The top of the uppermost bedrock, the Franconia formation, is found at depths of 100 to 150 feet. The water table is found in the surficial sand at depths from 0 to 30 feet. Groundwater flow is generally to the south and southwest.

Contamination has been found in both the surficial and buried sand deposits above the Superior till. No contamination has been found in monitoring wells completed in the Franconia formation. Hard clay and silt layers in the Superior till appear to be acting as a confining layer.

The Minnesota Pollution Control Agency (MPCA) has implemented remedial measures at the now closed landfill, including a landfill cover system, passive gas venting system, and a groundwater pumpout system. The pumpout system runs seasonally, from April to the end of October.

TDD: (612) 629-5522 (Twin Cities) 1-800-627-3529 (Greater Minnesota)

An Equal Opportunity Employer



Special Well Construction Area

Minnesota Pollution Control Agency

EAST BETHEL SANITARY LANDFILL



Minnesota Pollution Control Agency

Site Contacts

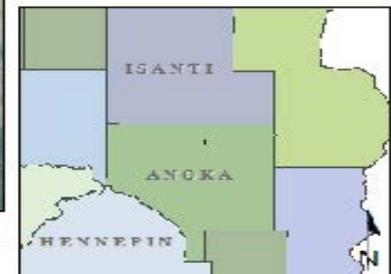
Land Manager: Jean Hanson

Engineer: Peter Tiffany

Hydrogeologist: Joe Julik

Site Features

- Monitoring Well
- Waste Footprint
- Land Management Area
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- Groundwater Plume
Approximate area of the subterranean contaminated groundwater plume.
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DISCLAIMER: The State of Minnesota makes no representations or warranties to the user as to the accuracy, currency, suitability or reliability of this data for any purpose. This map depicts a reasonable approximation of markets from the landfill, only and makes no inferences about impacts from other potential sources.

Created Aug 11, 2011 by CLP Hydrogeologist Joe Julik





Methane Gas Area of Concern

Minnesota Pollution Control Agency

CLP Methane Area of Concern: EAST BETHEL LANDFILL



Minnesota Pollution Control Agency

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Created Nov 10, 2010 by CLP Engineer Peter Tiffany

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Minnesota Pollution
Control Agency

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Control Agency

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Minnesota Pollution
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Email: jean.hanson@state.mn.us

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www.pca.state.mn.us/cleanup/closedlandfills.html



MPCA Closed Landfill Program East Bethel Landfill

The following slides illustrated the ground water remediation showing the contraction of the 50 ug/l Total Volatile Organic Compound Plume.



Brief Site History

- The Landfill was permitted in 1971.
- The Landfill accepted demolition, mixed municipal and industrial wastes
- The Landfill ceased accepting wastes in 1986
- The Landfill was covered and a ground water pump and treat was installed and began operating in 1994

East Bethel Landfill – A Brief Update: 2006-2007

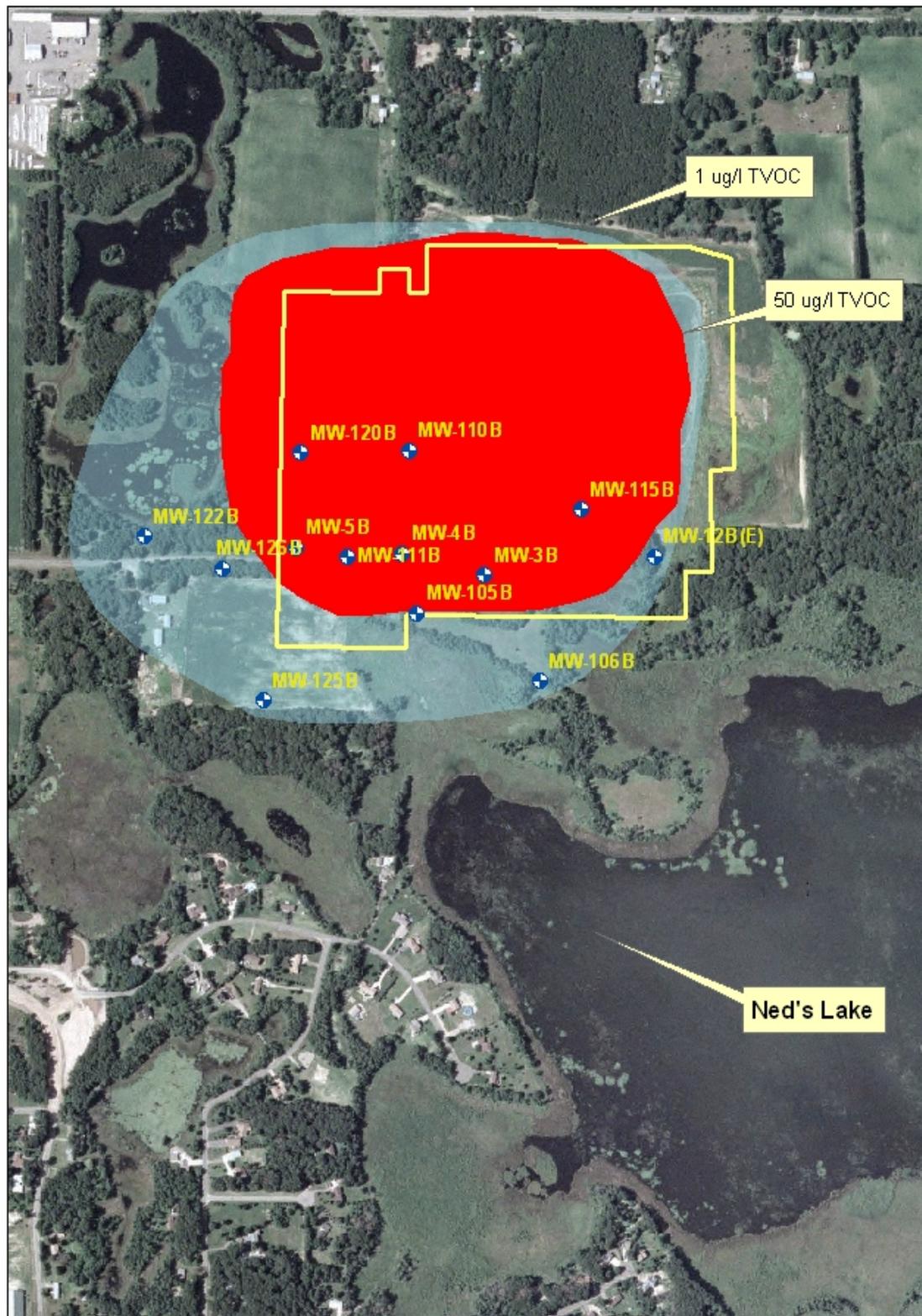
- Waste Footprint Reduced by digging up some waste and reshaping the waste pile to reduce Cover costs.
- New Landfill Cover Installed
- Active Gas Extraction System Installed
- GW Pumpout System Optimized by redevelopment and pump placements
- 2007 to present- >24 million gallons/year ground water pumped & treated

About the Following Slides:

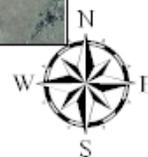
- There are three aquifers (water bearing soils) beneath this site in the unconsolidated soils (above bedrock).
- These aquifers are designated as A, B & C Aquifers
- These Aquifers are approximately (A) - 15 ft-25 ft below the surface, (B) - 30 ft-40 ft below the surface and (C) - 50 ft - 60 ft below the surface.
- The red polygons represent the approximate extent of the 50 ug/l Total Organic Compound Concentrations in the ground water in the B Aquifer

East Bethel Landfill-MPCA Closed Landfill Program

1995 B Aquifer Total VOCs 50 ug/l Contours

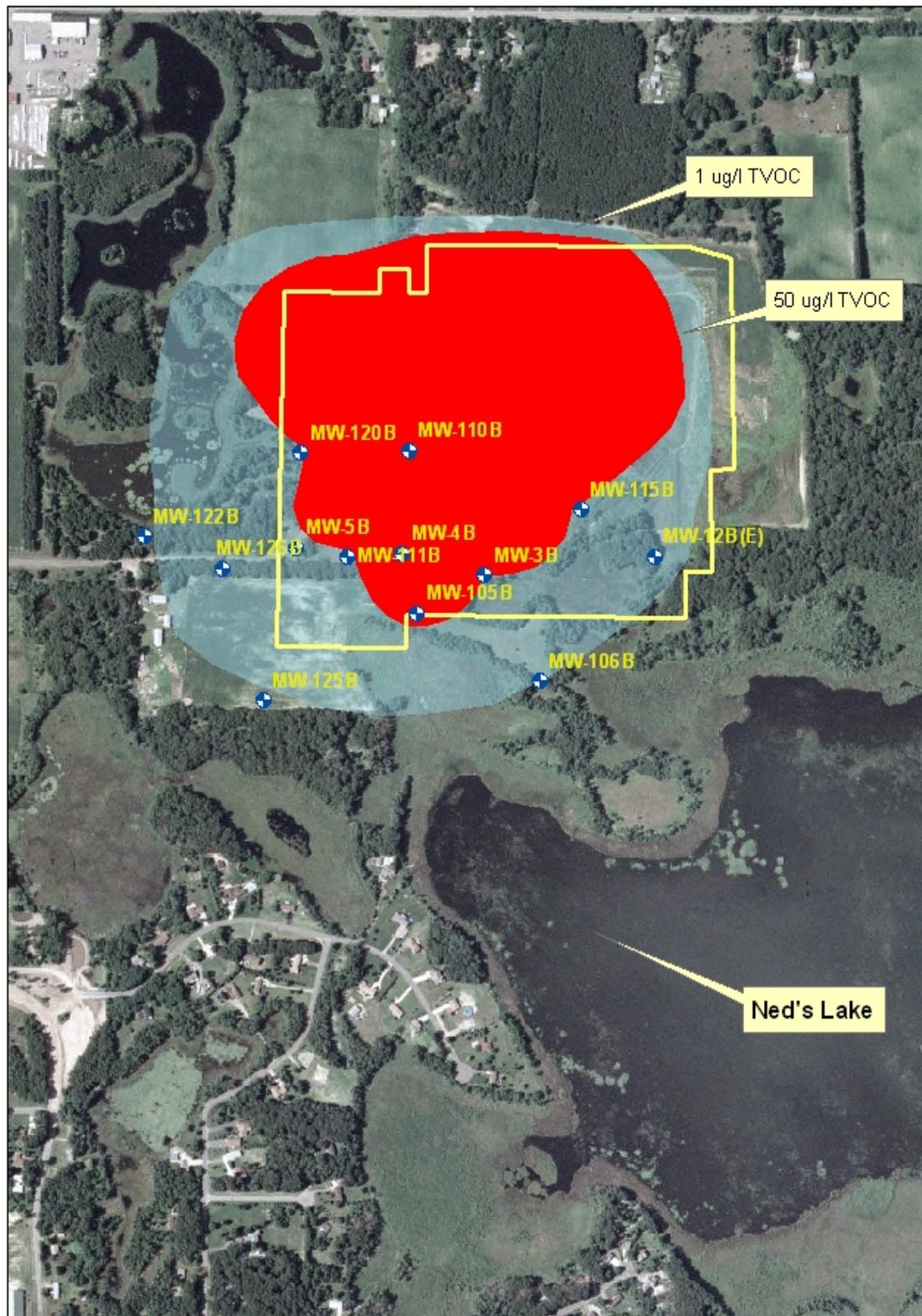


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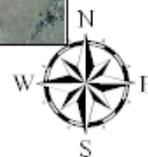


East Bethel Landfill-MPCA Closed Landfill Program

2004 B Aquifer Total VOCs 50 ug/l Contours

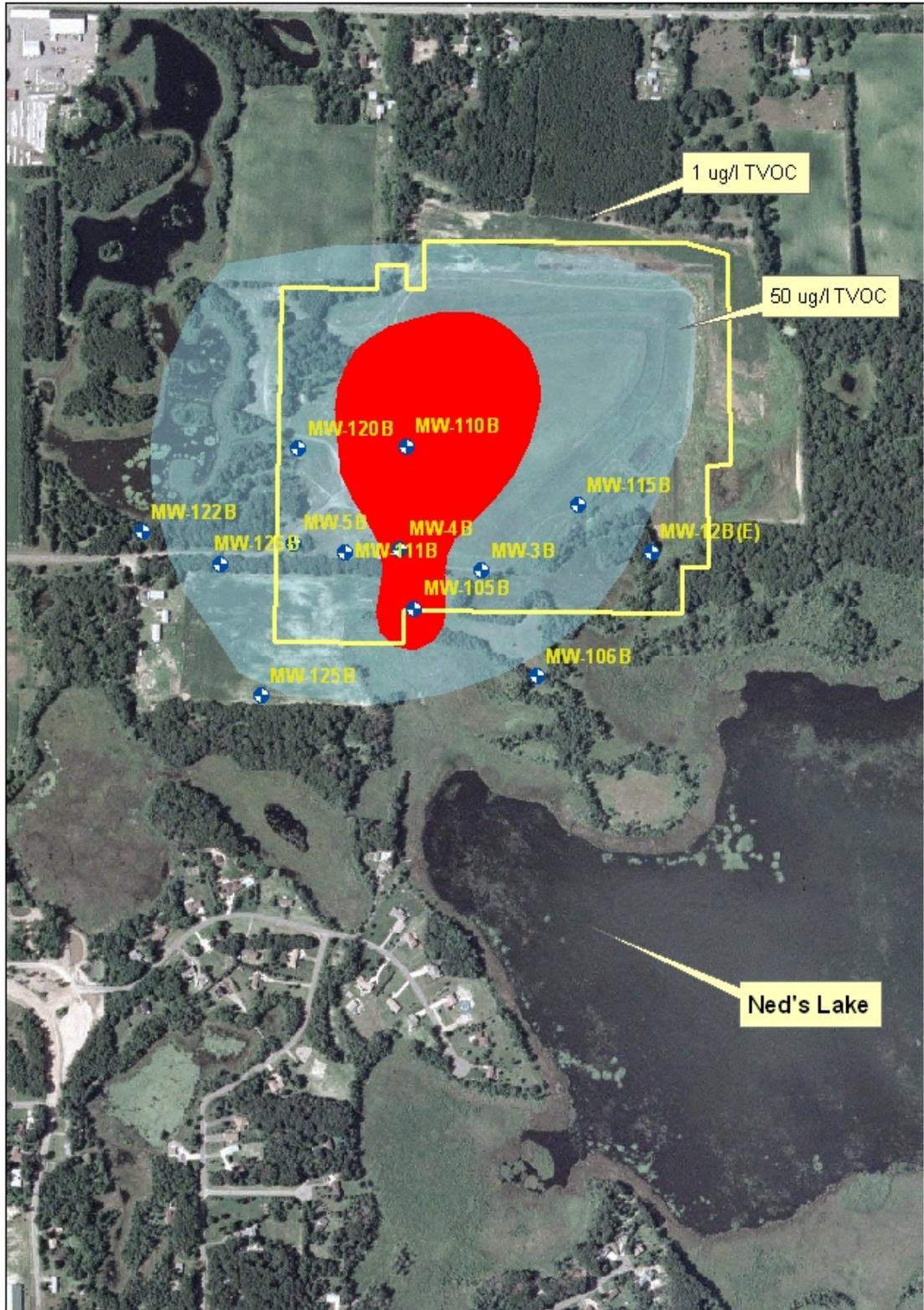


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East Bethel Landfill-MPCA Closed Landfill Program

2007 B Aquifer Total VOCs 50 ug/l Contours



0 800 1,600 3,200 Feet

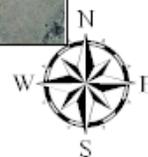


East Bethel Landfill-MPCA Closed Landfill Program

2008 B Aquifer Total VOCs 50 ug/l Contour



0 800 1,600 3,200 Feet



East Bethel Landfill-MPCA Closed Landfill Program

2009 B Aquifer Total VOCs 50 ug/l Contour



0 800 1,600 3,200 Feet



East Bethel Landfill-MPCA Closed Landfill Program

2010 B Aquifer Total VOCs 50 ug/l Contour



0 800 1,600 3,200 Feet

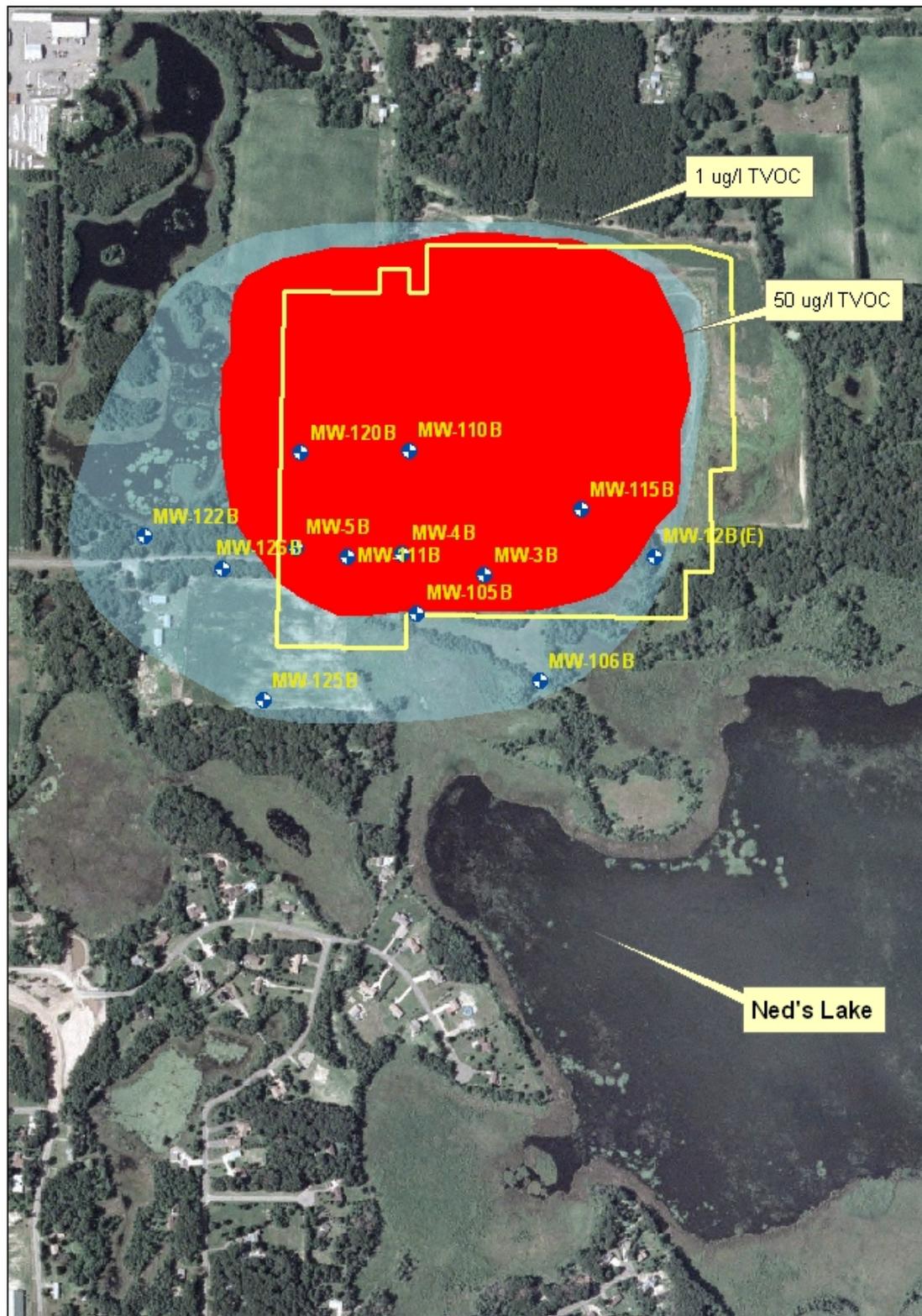




Let's watch that again!
Keep your eye on the
Red polygon. This
polygon represents the
50 ug/l Total Volatile
Organic Compound
plume.

East Bethel Landfill-MPCA Closed Landfill Program

1995 B Aquifer Total VOCs 50 ug/l Contours

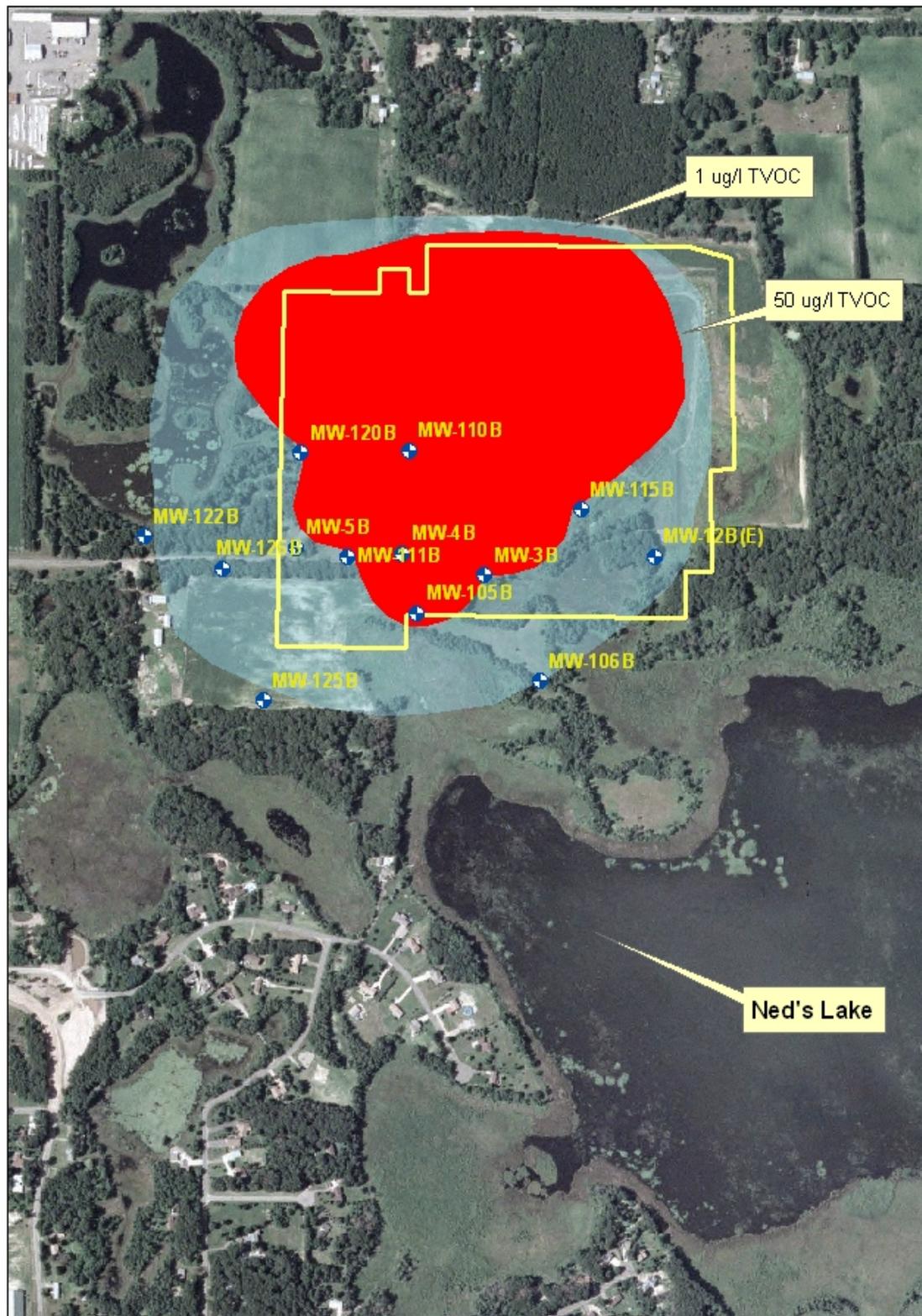


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East Bethel Landfill-MPCA Closed Landfill Program

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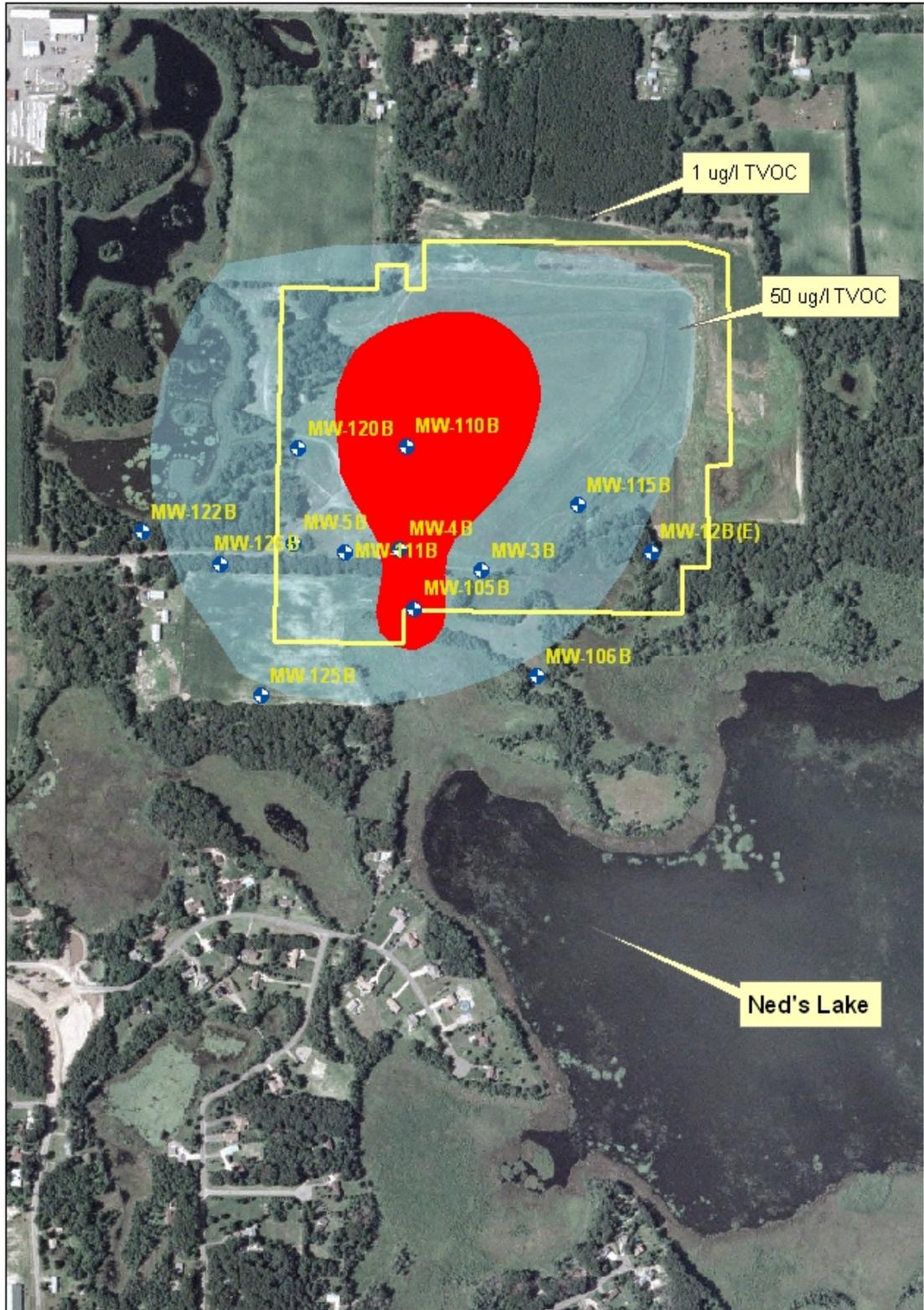


0 800 1,600 3,200 Feet



East Bethel Landfill-MPCA Closed Landfill Program

2007 B Aquifer Total VOCs 50 ug/l Contours



0 800 1,600 3,200 Feet



East Bethel Landfill-MPCA Closed Landfill Program

2008 B Aquifer Total VOCs 50 ug/l Contour



0 800 1,600 3,200 Feet

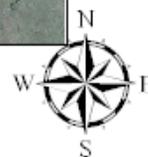


East Bethel Landfill-MPCA Closed Landfill Program

2009 B Aquifer Total VOCs 50 ug/l Contour



0 800 1,600 3,200 Feet



East Bethel Landfill-MPCA Closed Landfill Program

2010 B Aquifer Total VOCs 50 ug/l Contour



0 800 1,600 3,200 Feet



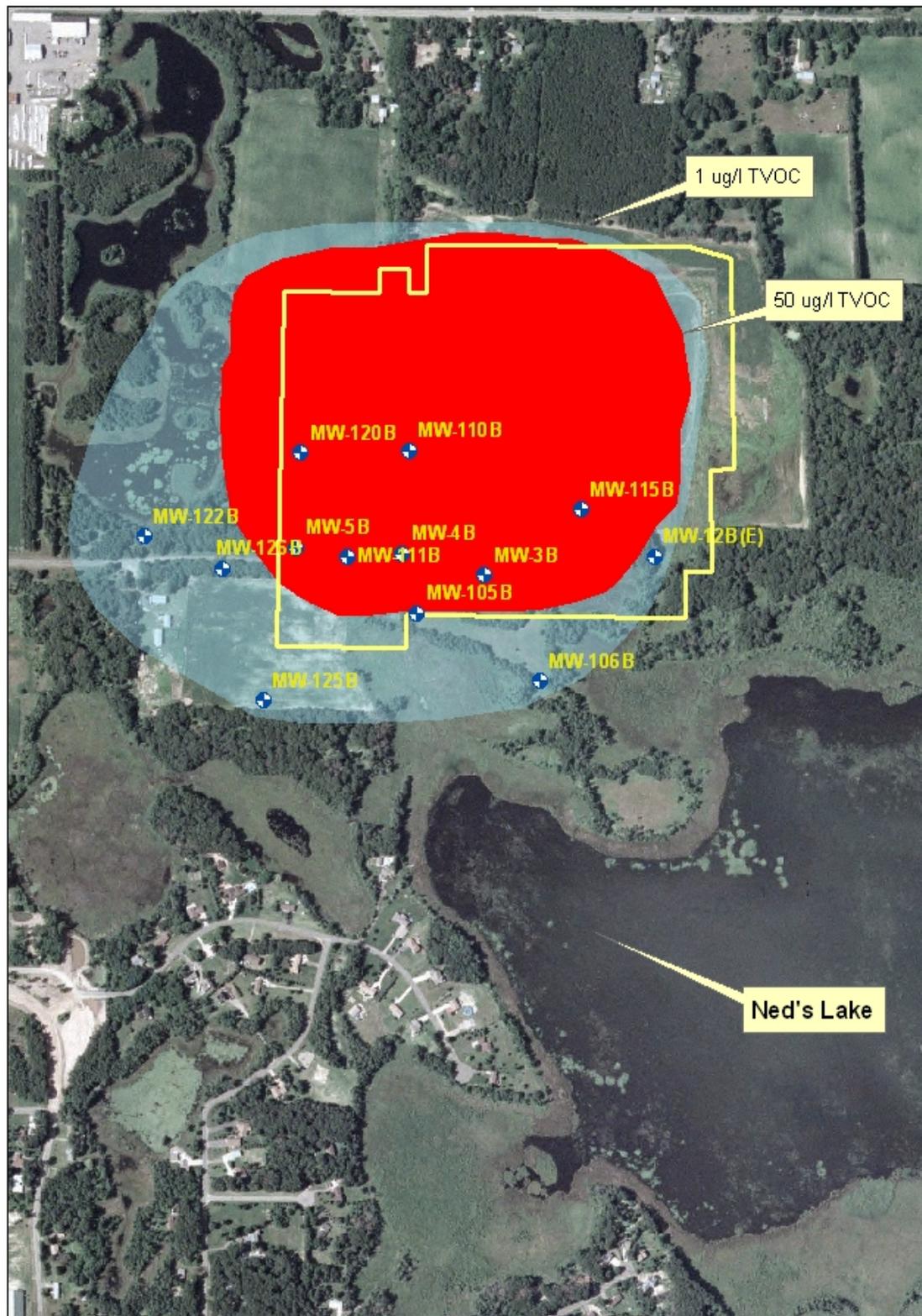


One more time!

Remember, the first two slides are separated by nearly 10 years. The last five slides cover 5 years after the installation of a new Landfill Cover, an Active Gas Extraction System and an Upgraded Ground Water Pump and Treat System.

East Bethel Landfill-MPCA Closed Landfill Program

1995 B Aquifer Total VOCs 50 ug/l Contours

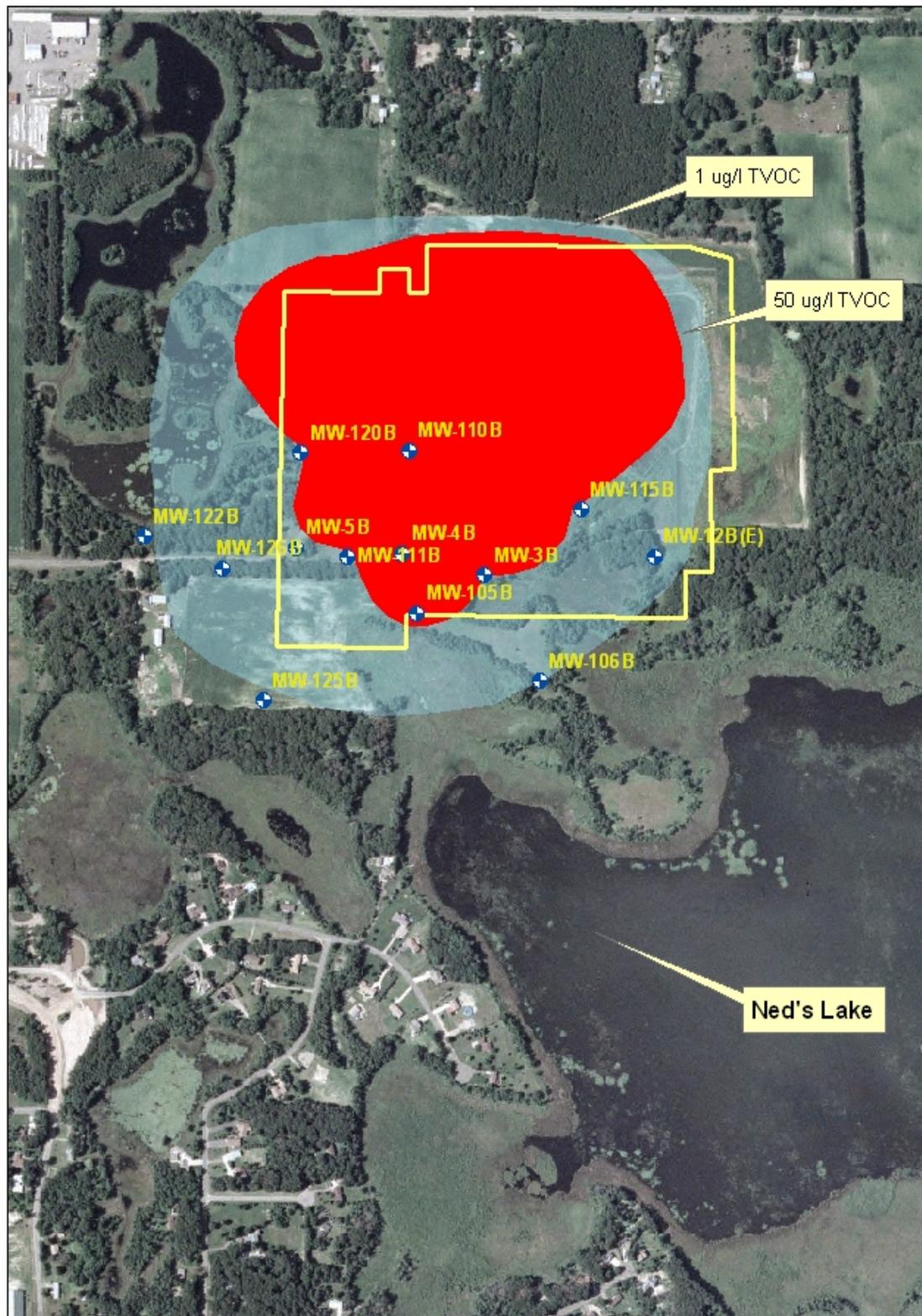


0 800 1,600 3,200
Feet



East Bethel Landfill-MPCA Closed Landfill Program

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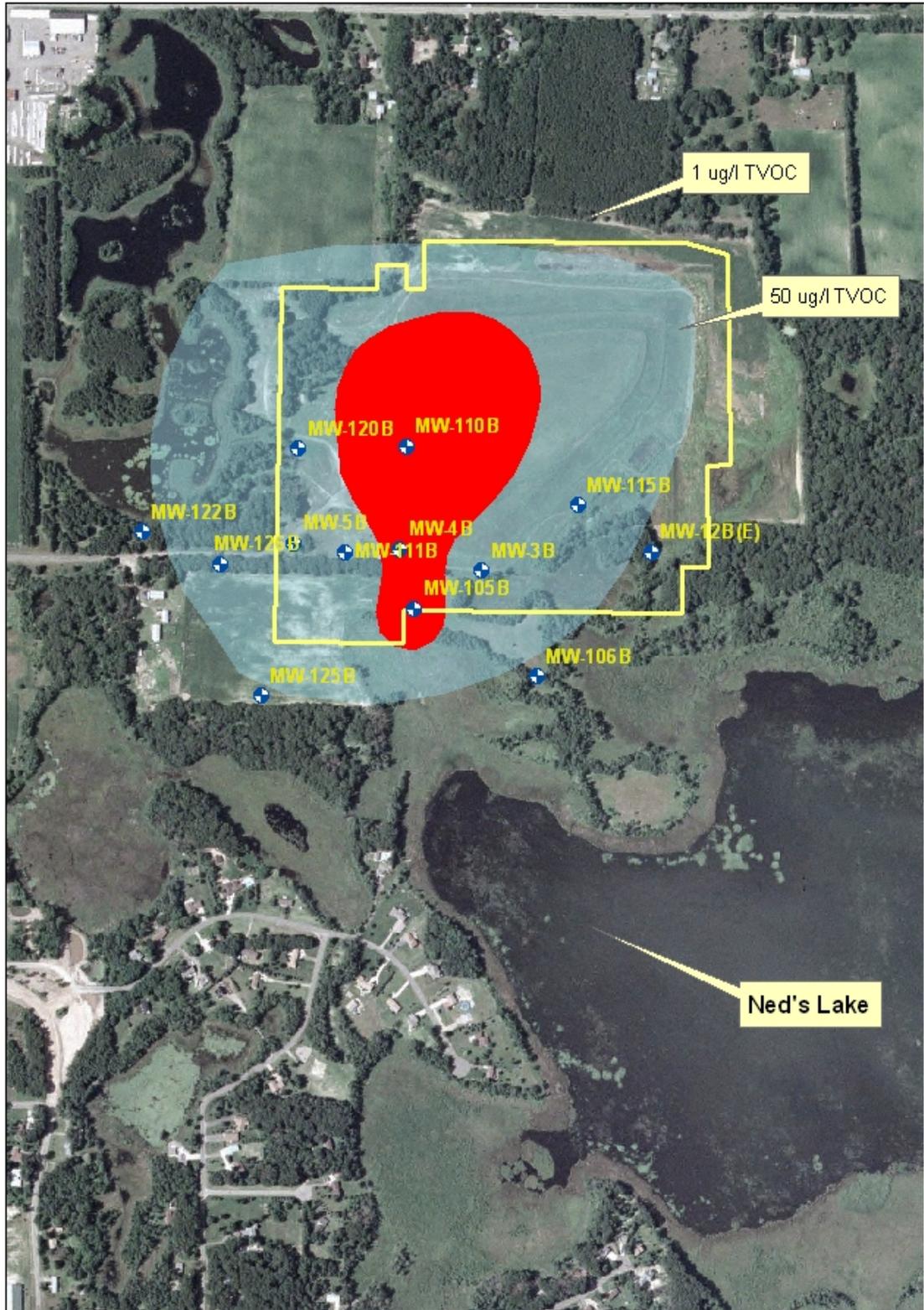


0 800 1,600 3,200 Feet



East Bethel Landfill-MPCA Closed Landfill Program

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0 800 1,600 3,200 Feet



East Bethel Landfill-MPCA Closed Landfill Program

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East Bethel Landfill-MPCA Closed Landfill Program

2009 B Aquifer Total VOCs 50 ug/l Contour



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East Bethel Landfill-MPCA Closed Landfill Program

2010 B Aquifer Total VOCs 50 ug/l Contour



0 800 1,600 3,200 Feet



MPCA Closed Landfill Program -Conclusions

- Waste Consolidation limits costs of closure
- Gas Extraction System contributes to GW cleanup
- Ground Water Pump and Treat Systems need to be optimized
- Ground Water Pump and Treat Systems need not be high cost O&M



City of East Bethel City Council Agenda Information

Date:

December 7, 2011

Agenda Item Number:

Item 4.0 B

Agenda Item:

2012 Budget Hearing

Requested Action:

Consider input from residents regarding the 2012 Budget

Background Information:

Minnesota Statute 275.065 requires cities to conduct a hearing whereat residents are offered the opportunity to provide input to City Council on proposed budgets and tax levies. The State requires that each City announce the date, time and place of the meeting whereat residents can provide City Council feedback on proposed budgets and tax levies. The date selected must be done at the meeting when the City Council adopts the preliminary budget and levy in September. This meeting date is also listed on the parcel-specific notices for proposed 2012 taxes that the taxpayers received in November from Anoka County.

Council directed that December 7, 2011 as the regular meeting for this opportunity. City Council has afforded a number of occasions during the budget development process to residents for this input.

For those interested, the 2012 Preliminary Budget has been available on the City's website and a paper copy has been at the city hall receptionist area since its adoption in September 2011.

Later on this agenda, Council will have the opportunity to consider tax levies and budgets for 2012.

Fiscal Impact:

None

Recommendation(s):

Staff is recommending that Council consider input from residents on the 2012 tax levies and 2012 budgets.

City Council Action

Motion by: _____

Second by: _____

Vote Yes:_____

Vote No:_____

No Action Required:_____



Payments for Council Approval December 7, 2011

Bills to be Approved for Payment	\$96,777.06
Electronic Payments	\$26,205.72
Payroll Fire Dept - November 15, 2011	\$12,226.88
Payroll City Council - November 23, 2011	\$1,461.07
Payroll City Staff - November 23, 2011	\$32,608.10
Total to be Approved for Payment	\$169,278.83

City of East Bethel

December 7, 2011

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
215-221st East 65 Service Rd	Architect/Engineering Fees	28673	Hakanson Anderson Assoc. Inc.	402	43125	683.74
Arena Operations	Bldgs/Facilities Repair/Maint	110811	Jerry Gilmer Construction Inc.	615	49851	4,946.79
Arena Operations	Bldgs/Facilities Repair/Maint	WEB-1125-15835	North Metro Auto Glass	615	49851	277.17
Arena Operations	Bldgs/Facilities Repair/Maint	1042	RC Roofing & Construction	615	49851	1,900.00
Arena Operations	Bldgs/Facilities Repair/Maint	1123	Schahn Construction Services	615	49851	3,525.00
Arena Operations	Bldgs/Facilities Repair/Maint	10541	Sowada and Barna	615	49851	330.00
Arena Operations	Concession for Resale	158271910	Coca-Cola Refreshments	615	49851	889.44
Arena Operations	Concession for Resale	468912	Indianhead Foodservice Distrib	615	49851	365.37
Arena Operations	Concession for Resale	805680	The Watson Co, Inc.	615	49851	227.58
Arena Operations	Electric Utilities	112111	Connexus Energy	615	49851	5,170.79
Arena Operations	Gas Utilities	304679515	Xcel Energy	615	49851	897.97
Arena Operations	General Operating Supplies	102011	Fryer Design	615	49851	285.00
Arena Operations	Refuse Removal	1519335	Walters Recycling, Inc.	615	49851	163.23
Arena Operations	Refuse Removal	1519338	Walters Recycling, Inc.	615	49851	29.36
Arena Operations	Small Tools and Minor Equip	338323	Ham Lake Hardware	615	49851	4.25
Building Inspection	Telephone	332373310-120	Nextel Communications	101	42410	17.49
Central Services/Supplies	Legal Notices	IQ 01792113	ECM Publishers, Inc.	101	48150	189.63
Central Services/Supplies	Office Supplies	585665644001	Office Depot	101	48150	43.95
Central Services/Supplies	Office Supplies	585665724001	Office Depot	101	48150	8.12
Central Services/Supplies	Office Supplies	112211	Rita J. Pierce	101	48150	109.25
Central Services/Supplies	Postage/Delivery	112211	Rita J. Pierce	101	48150	9.01
Central Services/Supplies	Telephone	9004437	Integra Telecom	101	48150	221.36
City Administration	Travel Expenses	113011	Jack Davis	101	41320	140.42
Economic Development Authority	Professional Services Fees	112311	Jill Teetzel	232	23200	55.00
Engineering	Architect/Engineering Fees	28670	Hakanson Anderson Assoc. Inc.	101	43110	1,564.62
Finance	Office Supplies	585665725001	Office Depot	101	41520	34.24
Fire Department	Electric Utilities	112111	Connexus Energy	101	42210	632.11
Fire Department	Employer Paid Expenses	155249	League of MN Cities	231	42210	15.00
Fire Department	Employer Paid Expenses	1078	MFSCB	231	42210	170.00
Fire Department	Employer Paid Expenses	1077	MFSCB	231	42210	75.00
Fire Department	Gas Utilities	304679515	Xcel Energy	101	42210	339.83
Fire Department	Professional Services Fees	111811	City of East Bethel	231	42210	1,666.67
Fire Department	Refuse Removal	1519336	Walters Recycling, Inc.	101	42210	39.42
Fire Department	Small Tools and Minor Equip	579927	Boyer Truck Parts	101	42210	172.95
Fire Department	Small Tools and Minor Equip	402	Chief's Choice Fire & Rescue	101	42210	193.29
Fire Department	Small Tools and Minor Equip	9660909061	Grainger	101	42210	-112.69
Fire Department	Small Tools and Minor Equip	9693790470	Grainger	101	42210	152.39
Fire Department	Small Tools and Minor Equip	1921-376582	O'Reilly Auto Stores Inc.	101	42210	124.19
Fire Department	Telephone	9004437	Integra Telecom	101	42210	138.37
Fire Department	Telephone	332373310-120	Nextel Communications	101	42210	103.47
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	91166	Menards Cambridge	101	41940	46.22
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	470738841	Cintas Corporation #470	101	41940	20.82
General Govt Buildings/Plant	Electric Utilities	112111	Connexus Energy	101	41940	875.27
General Govt Buildings/Plant	Gas Utilities	304679515	Xcel Energy	101	41940	105.51
General Govt Buildings/Plant	Refuse Removal	1519339	Walters Recycling, Inc.	101	41940	27.83
Legal	Legal Fees	115515	Eckberg, Lammers, Briggs,	101	41610	3,171.63
Mayor/City Council	Commissions and Boards	40575	Sunrise River WMO	101	41110	3,130.79
Mayor/City Council	Dues and Subscriptions	2011	Alexandra House, Inc.	101	41110	3,996.00
Mayor/City Council	Professional Services Fees	-610014	North Suburban Access Corp	101	41110	120.00
Park Maintenance	Auto/Misc Licensing Fees/Taxes	110911	MN Dept of Natural Resources	101	43201	370.00
Park Maintenance	Clothing & Personal Equipment	470731979	Cintas Corporation #470	101	43201	48.03
Park Maintenance	Clothing & Personal Equipment	470735415	Cintas Corporation #470	101	43201	82.88

City of East Bethel

December 7, 2011

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Park Maintenance	Clothing & Personal Equipment	470738842	Cintas Corporation #470	101	43201	48.03
Park Maintenance	Electric Utilities	112111	Connexus Energy	101	43201	387.63
Park Maintenance	Motor Vehicle Services (Lic'd)	112211	Rita J. Pierce	101	43201	9.50
Park Maintenance	Professional Services Fees	112311	Jill Teetzel	101	43201	270.00
Park Maintenance	Telephone	9004437	Integra Telecom	101	43201	50.72
Park Maintenance	Telephone	332373310-120	Nextel Communications	101	43201	70.28
Payroll	Insurance Premium	4730321	Delta Dental	101		784.45
Payroll	Insurance Premium	40878	Fort Dearborn Life Insurance	101		897.78
Payroll	Insurance Premium	25925973	Medica Health Plans	101		8,983.05
Payroll	Insurance Premium	40878	NCPERS Minnesota	101		128.00
Planning and Zoning	Architect/Engineering Fees	28644	Hakanson Anderson Assoc. Inc.	929		312.08
Planning and Zoning	Architect/Engineering Fees	28633	Hakanson Anderson Assoc. Inc.	837		585.46
Planning and Zoning	Office Supplies	585665644001	Office Depot	101	41910	15.22
Planning and Zoning	Professional Services Fees	112311	Jill Teetzel	101	41910	159.00
Planning and Zoning	Telephone	332373310-120	Nextel Communications	101	41910	17.49
Recycling Operations	Bldg/Facility Repair Supplies	338872	Ham Lake Hardware	226	43235	7.04
Recycling Operations	Bldgs/Facilities Repair/Maint	703398	Ver-Tech Inc.	226	43235	162.12
Recycling Operations	Electric Utilities	112111	Connexus Energy	226	43235	124.22
Recycling Operations	Gas Utilities	304679515	Xcel Energy	226	43235	29.31
Recycling Operations	Refuse Removal	1519337	Walters Recycling, Inc.	226	43235	267.96
Sewer Operations	Bldgs/Facilities Repair/Maint	91712	Menards Cambridge	602	49451	884.76
Sewer Operations	Bldgs/Facilities Repair/Maint	3019	North Star Pump Service	602	49451	517.00
Sewer Operations	Bldgs/Facilities Repair/Maint	21161	Westco Environmental Services	602	49451	750.00
Sewer Operations	Electric Utilities	112111	Connexus Energy	602	49451	722.54
Sewer Operations	Professional Services Fees	79530	Utility Consultants, Inc.	602	49451	673.75
Sewer Utility Capital Projects	Architect/Engineering Fees	28669	Hakanson Anderson Assoc. Inc.	434	49455	273.47
Sewer Utility Capital Projects	Architect/Engineering Fees	28668	Hakanson Anderson Assoc. Inc.	434	49455	2,013.62
Street Capital Projects	Street Maint Services	9572	City of Coon Rapids	406	40600	3,208.32
Street Maintenance	Bldg/Facility Repair Supplies	110811	Jerry Gilmer Construction Inc.	101	43220	336.59
Street Maintenance	Bldgs/Facilities Repair/Maint	470731979	Cintas Corporation #470	101	43220	26.49
Street Maintenance	Bldgs/Facilities Repair/Maint	470735415	Cintas Corporation #470	101	43220	26.49
Street Maintenance	Bldgs/Facilities Repair/Maint	470738842	Cintas Corporation #470	101	43220	26.49
Street Maintenance	Cleaning Supplies	1539-110001	O'Reilly Auto Stores Inc.	101	43220	38.39
Street Maintenance	Clothing & Personal Equipment	470731979	Cintas Corporation #470	101	43220	75.30
Street Maintenance	Clothing & Personal Equipment	470735415	Cintas Corporation #470	101	43220	47.45
Street Maintenance	Clothing & Personal Equipment	470738842	Cintas Corporation #470	101	43220	47.45
Street Maintenance	Electric Utilities	112111	Connexus Energy	101	43220	1,444.63
Street Maintenance	Gas Utilities	304679515	Xcel Energy	101	43220	52.88
Street Maintenance	Lubricants and Additives	3204	Gregory Cardey	101	43220	160.95
Street Maintenance	Motor Vehicle Services (Lic'd)	11266	M & L Auto Repair	101	43220	587.31
Street Maintenance	Motor Vehicles Parts	FP143956	Crysteel Truck Equipment	101	43220	82.51
Street Maintenance	Motor Vehicles Parts	03 3057107	Isanti County Equipment	101	43220	106.33
Street Maintenance	Motor Vehicles Parts	320411	NAPA Auto Parts	101	43220	113.91
Street Maintenance	Motor Vehicles Parts	1539-112463	O'Reilly Auto Stores Inc.	101	43220	-1.76
Street Maintenance	Motor Vehicles Parts	1539-108743	O'Reilly Auto Stores Inc.	101	43220	32.83
Street Maintenance	Motor Vehicles Parts	1539-112432	O'Reilly Auto Stores Inc.	101	43220	92.69
Street Maintenance	Motor Vehicles Parts	1539-112438	O'Reilly Auto Stores Inc.	101	43220	37.09
Street Maintenance	Professional Services Fees	112311	Jill Teetzel	101	43220	80.00
Street Maintenance	Refuse Removal	1519334	Walters Recycling, Inc.	101	43220	267.96
Street Maintenance	Shop Supplies	236657	S & S Industrial Supply	101	43220	22.61
Street Maintenance	Shop Supplies	236215	S & S Industrial Supply	101	43220	26.01
Street Maintenance	Small Tools and Minor Equip	339809	Ham Lake Hardware	101	43220	18.57

City of East Bethel

December 7, 2011

Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Street Maintenance	Street Maint Materials	120678	City of St. Paul	101	43220	264.37
Street Maintenance	Telephone	9004437	Integra Telecom	101	43220	50.72
Street Maintenance	Telephone	332373310-120	Nextel Communications	101	43220	137.01
Street Maintenance	Welding Supplies	174821	Unlimited Supplies, Inc.	101	43220	67.07
Water Utility Capital Projects	Architect/Engineering Fees	28667	Hakanson Anderson Assoc. Inc.	433	49405	16,928.79
Water Utility Capital Projects	Architect/Engineering Fees	28668	Hakanson Anderson Assoc. Inc.	433	49405	2,013.63
Water Utility Capital Projects	Architect/Engineering Fees	28671	Hakanson Anderson Assoc. Inc.	433	49405	11,618.25
Water Utility Operations	Bldgs/Facilities Repair/Maint	94096	Menards Cambridge	601	49401	201.98
Water Utility Operations	Electric Utilities	112111	Connexus Energy	601	49401	249.06
Water Utility Operations	Gas Utilities	111511	CenterPoint Energy	601	49401	44.12
	URRWMO 2012 Prepaid	40909	Upper Rum River Watershed	101		1,306.33
						\$96,777.06



City of East Bethel City Council Agenda Information

Date:

December 7, 2011

Agenda Item Number:

Item 6.0 A-I

Agenda Item:

Consent Agenda

Requested Action:

Consider approving Consent Agenda as presented

Background Information:

Item A

Bills/Claims

Item B

Meeting Minutes, November 16, 2011 Regular City Council

Meeting minutes from the November 16, 2011 Regular City Council Meeting are attached for your review and approval.

Item C

Meeting Minutes, October 27, 2011 City Council Work Meeting

Meeting minutes from the October 27, 2011 City Council Work Meeting are attached for your review and approval.

Item D

Meeting Minutes, November 22, City Council Special Meeting

Meeting minutes from the November 22, City Council Special Meeting are attached for your review and approval.

Item E

2012 GIS Contract

This agreement with GIS Rangers is for GIS services in 2012. This agreement is for one year. The contract will provide 144 hours of services at \$60.75/hour. The market has remained slow and City Staff feels 144 hours will be a sufficient amount of time to complete the 2011 goals. Once development occurs within the City, GIS hours will need to increase.

In 2012, GIS Rangers will continue adding data layers and updating the GIS system. Data layers include but are not limited to information pertaining to development, sign inventory, hydrant and street light locations, and utility locations.

Item F

Appoint New Fire Fighters

The Fire Chief has recommended appointment of the following as probationary firefighters:

Joshua Sturman
Abbey Vados
Andrew Dotseth

The interview and selection panel has interviewed these applicants and found them to meet the requirements for appointment as probationary members of the Fire Department. The applicants have also completed all of Firefighter I. These three applicants have passed their State Certification for Fire Fighter I and Haz Mat.

Each of these three applicants will be required to complete one year of service, attend the required drills and meetings. Each probationary firefighter will also be required to obtain their Class B license within 12 months.

Prior to the completion of the one year probationary period, the Fire chief will evaluate the performance of these probationary members and report to the Council which are recommended as regular members of the Fire Department.

Three other applicants have also passed Fire Fighter I Certification and are testing for their Haz Mat Certification and will be presented once they have successfully obtained their certificates.

With these appointments, the Fire Department will have a total of 36 Fire Fighters.

Item G

Fire Officer Appointments

Two Fire Department Officer Positions, with terms that will end on December 31, 2011, are recommended by the Fire Chief to be filled; Station One District Chief, Station 2 Captain, and a Lieutenant Position for Station 1. Interested firefighters were asked to submit a letter of intent, resume, and any pertinent certificates to the Fire Chief. Based on the selection process that included qualifications, experience and training, individuals were interviewed for these positions.

After review of the qualifications, experience, training and personal interviews with qualified individuals, the following are recommended for these positions.

Station # 1

District Chief: Todd Bennett

Mr. Bennett has been a fire fighter at East Bethel for almost 16 years. Mr. Bennett has served as Captain and Lieutenant. Mr. Bennett has demonstrated his commitment to the City of East Bethel and the East Bethel Fire Department through his leadership, education, experience and volunteerism.

Station # 2

Captain: Rodney Sanow

Mr. Sanow is presently a Lieutenant at Station 2. Mr. Sanow is always a top performer for the East Bethel Fire Department. Mr. Sanow's experience includes 11 years as a fire fighter and his Lieutenant and Fire Inspector tenures.

Both Mr. Bennett and Mr. Sanow meet all the education, experience and performance requirements as set by the City for the Fire Department Job Descriptions.

Mr. Sanow's Lieutenant Position will be posted at a later date.

Item H

Anoka County-Blaine Airport Advisory Commission

The City has been invited to become a member of the Anoka County-Blaine Airport Advisory Commission. Membership on the Commission would enable 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. All that is required to become a member is a letter of intent requesting membership. If the Council approves submitting the request for membership representative and alternates could be appointed in January 2012 at the time other commission appointments are made. Staff is seeking approval to submit a letter requesting membership on the Anoka County-Blaine Airport Advisory Commission.

Item I

Resolution 2011-59 Supporting St. Croix Minimal Impact Design Standards (MIDS) Pilot Project

On November 16, 2011 City Council authorized staff to apply for a Minimal Impact Designs Standards (MIDS) pilot project. Attached is a resolution that is required as official support of the application for this project.

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

November 16, 2011

The East Bethel City Council met on November 16, 2011 at 7:30 PM for their regular meeting at City Hall.

MEMBERS PRESENT: Bob DeRoche Richard Lawrence Heidi Moegerle
Steve Voss

MEMBERS EXCUSED: Bill Boyer

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

Call to Order **The November 16, 2011 City Council meeting was called to order by Mayor Lawrence at 7:30 PM.**

Adopt Agenda **Voss made a motion to adopt the November 16, 2011 City Council agenda. Lawrence seconded. Lawrence asked to amend the agenda to cancel the work session as posted after the regular meeting and to move the work session item to the regular City Council Agenda as Item 8.0 G.3 Discuss Business Proposal and also add after Council Reports as Item 9.0 C Closed Session – GRE Lawsuit with legal counsel. Voss said the work session is not on our agenda. Vierling said but the work session was posted for after the regular agenda. Voss said his point was it was not on this regular agenda. He asked what is G.3? Lawrence said discuss business proposal, just as a regular agenda item. Voss said so remove it from the work session and add to the regular agenda. **Voss said he is fine with the amendments. All in favor, motion carries.****

Sheriff's Report Sergeant Wiley gave the October 2011 report as follows:

DWI Arrests:

There was one DWI arrest as a result of driving conduct. The driver also had a suspended driver's license.

Burglaries:

There were three reported burglaries in October. Two of the reports were from the same residence. After the first reported burglary, the homeowner set up a video camera. He was able to catch the suspect coming into his house through a "doggie" door. He identified the suspect as a past babysitter of his. The suspect was taken into custody. The other report involved a firearm that went missing from a Coon Lake beach residence. An investigation was launched; however the firearm has not been recovered.

Property Damage:

There were six reports of non-criminal damage to property. Two reports stemmed from a vandalism incident where unknown suspects stole paper boxes from mail posts overnight. The paper boxes were not located in the area. One report of vandalism was to a city park where an ATV had caused damage to the grass. One damage report occurred as a result of a sign, advertising free kittens, being spray-painted. The vandal was located and admitted to spraying the sign as she felt the person should have his cats fixed as he advertises free kittens every year. An agreement was worked out with the vandal and the sign owner.

Thefts:

There were several reports involving golf clubs being stolen from Hidden Haven golf course on one day. There was not any suspect information other than a gray colored older passenger car seen in the area. There were three reports of thefts from vehicles. There was a theft of gun reported, that was recovered in Hennepin County. One theft report involved a boat being stolen off the owner's property (after being there for 8 years). One theft report involved a telephone call to a male advising him that he had won a lottery for a million dollars as long as he paid \$400 through a money pak card. The male did do this and gave the information to the caller so he could access the funds from the card. It turned out it was a hoax and the male is out the \$400.

These types of scams are happening all the time. Usually they involve people in other countries (overseas), and they are rarely able to be caught. Just remember if it seems too good to be true, it probably is. He also received a phone call from a gentleman that sounded like he was from South Africa and he told him he had won \$3,000,000. Sergeant Wiley said he asked him if he was going to be there at 3:00 p.m. He said, "Yes, he would." Sergeant Wiley said the gentleman told him all he had to do was give him a credit card number to take care of the Obama Tax and he told him not to call back.

DeRoche asked is there any way to find out which deputy, don't want to know the names of deputies, we contract with Anoka County deputies, correct? He asked is there anyway to find out which incidents our deputies take care of compared to Ham Lake or Linwood or county-wide. Sergeant Wiley said we would be able to track that information down, yes. DeRoche said he would be interested to see that.

Lawrence asked they have removed the nameplates off all the cars now? Sergeant Wiley said yes. Lawrence said he has been getting some feedback that we kind of miss that. Sergeant Wiley said we took them off because there were so many problems with wondering why one car was over in one place. He said a lot of times it is simple, it happens where we have somebody call in sick or it is a change of shift and they just stay in the car. Sergeant Wiley said so they might take a car to work in Oak Grove even though their shift in say East Bethel is over. He said so their car is over there, but somebody else brings a car into East Bethel, it is just a matter of staffing. Sergeant Wiley said we just decided it was easier to take them off.

Voss asked do we not purchase a car? Sergeant Wiley said don't purchase a specific car, you purchase a car to be available. Voss said as long as we have had contract cars they have always been marked. Sergeant Wiley said yes, that has been a long standing tradition. Voss said so none of them are marked anymore. Sergeant Wiley said not with the city markings. Voss asked so the logos aren't on there anymore either? Sergeant Wiley said not with the city markings, no. Voss asked why weren't we informed of this. He said this was a huge deal a few years ago. Sergeant Wiley said this would have happened way up the chain from him. Voss said he would appreciate it if you would pass this up to Sheriff Stuart that we would like to know how this occurred without notifying the city. He asked the city administrator if he was notified? Davis said this is the first he heard about it. DeRoche asked don't we have three cars? Sergeant Wiley said 2 ½ with the CSO car. Lawrence said personally he would like to see the city names on there. Voss said this was a huge deal a while back, he doesn't know if you heard about it. Lawrence said when someone does call him and ask why our car is somewhere else he explains why. He said like you said, instead of transferring all their things into another car it is just easier to move the car. Voss said but

at a million dollars a year. Lawrence said we should get our name back on. Voss said yes. Sergeant Wiley said he can pass that on.

DeRoche asked was that ATV incident alcohol related? He would be curious for his own information how old the person was, what they were doing, why they were doing it. Sergeant Wiley said he doesn't have that information. DeRoche asked how would he get that, through Lieutenant Orlando? Sergeant Wiley said probably, that would be easiest.

Moegerle asked don't we have a police liaison, on the Council? Voss said he is. Moegerle said so you didn't know about this. Voss asked how would he know about it? Lawrence said if they just do it and don't tell you. Moegerle said well you are the liaison. Voss asked are we talking about the ATV or the cars. Moegerle said we are talking about your relationship with Lieutenant Orlando, don't know how frequently you get back and forth with her on these things. Voss said he can't ask about something he doesn't know about. Moegerle said she doesn't know how often you know talk to her. Voss asked what her point is? Lawrence said the only reason he knows about it is the mayor of Oak Grove called him up and asked him how he felt about this. He said he told him he didn't like it, we want our name back. Voss said he assumes they do too. Lawrence said yes, they do too. Voss said because it started with just East Bethel and then Sheriff Andersohn decided to put them on all the contract cars. Davis said he will check with Sheriff Stuart tomorrow to find out more information on this.

MidContinent
Cable

Davis explained that he has asked Dan Nelson from Midcontinent Communications to appear tonight to address some concerns we have had regarding their transition of service from US Cable and be available to answer questions concerning customer service issues that have arisen from the transition.

Dan Nelson thanked Council for having him and said Tony Harding a local supervisor on the service crew is also here. He said he will present a few facts and then answer questions. Nelson said thank you for invitation. He said obviously we prefer we didn't have an invitation to come in and explain the problems we had when we took over the system on October 1st and we did have problems. Nelson said we brought in up to 15 additional staff to serve this area and surrounding area during the month of October. It appears the problems we were having during the month of October, both responding to the problems and fixing the problems, we seemed to have cleared that backlog. Nelson said and we have our response time to request for service, back under one day, the standard and what is required. He said we did not have it there during many days in month of October and we are aware of that.

Nelson said in response in East Bethel and across our system, we provided credits to customers, and we have 60 credits we granted to customers in East Bethel and if there is anyone that feels they should have a credit or consideration coming and they are here this evening he will leave them his business card and he will be the person that will try to get that addressed. He said if not, we have cleared our backlogs and if you are not a satisfied client of MidContinent, call us. Nelson said he won't guarantee we can work this around and satisfy you, but we want to have the conversation and that is our goal. He said we are not here or in any market we serve to fail to meet expectations, or to leave customers unsatisfied. Nelson said if we have anybody in that position today, we want to have an additional conversation with you and see if we can rectify that. He said we had trouble in the transition outside of this immediate area. Nelson said we also discovered during the transition that MidContinent has a high clearance rate of technical support, assisting customers and resetting machines and fixing preferences, we have a high success rate of doing that. He said in this area we found that we had a problem we couldn't solve by having a customer follow an instruction or pushing software down through the system. Nelson said it took a

physical visit to change the configuration in each of these residences. He said it wasn't foreseen, it took more time than we anticipated and it left our customers and our service people frustrated. Nelson said because guys like Tony here, they aren't here to have customers waiting too long, even though they have their service back up still unsatisfied because the whole experience took too long. He said we put our customers in a bad position and our employees in a bad position but hopefully we have cleared that all up now.

Lawrence said one of the major ones we have come across was that people that were using your e-mail, they lost all their old e-mails, and one of the customers was using this for their business so now he lost all his references to a client. He asked can that be retrieved? Nelson said this was an action that MidContinent did not take. He said US Cable had their e-mails on a server and they took those items off the server after 30 days. Nelson said that was, he thinks we can stand here today and say, the notice to customers should have been better. He said and MidContinent would have a part of that process. Nelson said the day it happened contacted US Cable and asked what could we do working with you to make that "cache of old e-mails" available to customers. He said and US Cable said they were not available, they are off the server. Nelson said he is not a technical person, but he would like to talk to this specific business person that lost the e-mail account and see if we can make an additional casework for that person and see if we can solve that problem. He said he is not hopeful given our response when we tried the first time, but we will try. He will make these calls himself to US Cable executives. Nelson said digital information he would hope is preserved in some form somewhere and find a way to get at it. Lawrence said he will have him contact you through Davis.

Voss said he appreciates you being here, a transition is a transition. He said personally we experienced the cable change, and we put the call in and originally they thought it was equipment. Voss said and within a day they were able to fix it electronically, the cable. He said the response that MidContinent has and he has heard it through the community too, is pretty good. Voss said personally he is still having issues with the e-mail, the phone techs that part of the customer service is much better than it was with US Cable. He said we haven't been able to solve the problems yet in the past month, but at least there are attempts there. Voss said but you already alluded to the abruptness to the change in the e-mail, it was disturbing. He said he found out three days before it happened, he had a little bit of a transition, but some people didn't. Voss said but it sounds like it was more of a US Cable issue than MidContinent. Nelson said but as he said, given it to do all over again, there would be messaging from MidContinent, for lack of a better term. He said the time where the e-mails are still available to you and it will expire, please do something. Nelson said that message needed to go out. He said there was a 30 day letter from US Cable and a 30 day letter from MidContinent but in the transition that is a lot of communication Nelson said we will pledge to absolutely to communicate better in situations like that. Voss said the irony was that we received a written letter and not an e-mail. He said to him it would have been send out weekly e-mails from US Cable, it is a simple thing to do.

Voss said the only other comment he has and he has heard it from others is it seems like since the transition the internet is intermittent at times. He said sometimes you just loose your connection. Voss said the cable doesn't seem to do it, it is the internet. He said he didn't notice this before with US Cable. Voss said and he has heard it from a few other people. He said you test the speed and the band is still fast. Nelson asked but it seems to drop? Voss said yes, it seems to drop and you reset it and it is back. He said it happens often, daily for someone who uses it a lot. Nelson asked is there a particular time that it is in or it is it pretty much throughout? Voss said he is not around during the day, and he

wouldn't have noticed it before the changeover. He said but other neighbors have noticed it. Voss said it is not like it is out for hours, or even minutes, you just loose the connection and then it is back. Nelson said and you say this has happened over time. Voss said probably since the transition.

Nelson said probably what we have to do is contact you and along with Tony see if we can do some monitoring. He said we will stake out your account. Harding said there are ways to monitor when you are on internet, not where you are online, but your service. Nelson said but also if a couple of your friends or neighbors or business associates that you have been conferring with would like to volunteer (again we are not here to see what you are doing) so we can look at your service and diagnose what is going on. Lawrence asked if it has been going on the last week. Voss said yes. Lawrence said because he doesn't have their service and he has had to reset his modem also this week. Nelson said we don't intend to have people resetting their modems every half hour. Voss said it isn't that often, but it is noticeable. Harding said we won't know you are having problems until you call us and then we can look into your history and see if there is a bigger problem in the neighborhood that is causing you to loose the service. Voss said it would be one thing if it was just mine, but he knows it is a problem in his neighborhood. He said he will call the next time. Nelson said we will contact you.

DeRoche said when you merged there was concerns on his part because he has been working with US Cable since before it was Citation Cable and it is a pretty dense area but it is pretty far out of the cities. He said we have always had substandard service and for the most part still do. DeRoche said so there are two things, were you guys made aware of that number one and did you bring in techs or did you take over US Cable techs. Nelson said the majority of our employees in this area today are former US Cable employees. He said we hired a large portion of the existing staff when we bought the system. Nelson said we have brought in and mixed in people from our organization because things are different the way we operate from the way they operated. He said as we were discussing before the meeting, paper invoices with US Cable as we do everything electronically with MidContinent. Nelson said changes in procedures and actual changes in technology. He said now there could be two issues with you location and he is somewhat familiar with your location, that it is geographically isolated from the rest. Nelson said it is across the lake, it is not contiguous with certain other neighborhoods and issues there could be the length of reach to get to you or some of the things in the configuration in providing you the services. He said those are the kinds of things we are changing, those are the kinds of things that caused us problems in the transition. Nelson said one of the hardware challenges we found was there was a block on the return path. He said so we are trying to communicate with your cable box and in your home there is a block that keeps the message from you coming back from us. Nelson said this is something we didn't know and every place we found that we had to correct it. He said he is not trying to diagnose your specific issue but if in fact it is not as good service as you desire, we want to document that, we want to know that, we want to analyze that. Nelsons said we want to solve it.

DeRoche said the fact of the matter is, he would be curious if US Cable turned over all their service records to you. He said because in the last 20 years he has had the cable company out probably 35 times and ran cable himself because they said they wouldn't bury it. DeRoche said he was told his TV wasn't any good and this was all back when Steve Johnson was a basic tech. He said so when he stood up here when you were talking about the transition and he brought it up as one of his concerns. DeRoche said he asked, "What is going to happen to the service, is it going to get better?" He said my house isn't an isolated

incident. DeRoche said we kept being told we were so far out, we need to take care of the more dense areas here. He said the fact was we were the cable service here before any of the developments here. DeRoche said we were the ones that supported it, got it up, but when upgrades happened, it didn't happen where we are at. He said he is not going to put that on you because you are pretty new at it.

DeRoche said but when the cable did transition, he called three times, waited, waited, waited, and finally called the CEO from MidContinent. He said he got his voicemail and he got a call back from some gentleman called Clay. DeRoche said he told him sir you got a letter in the mail you should have known this and that. He said he told Clay first thing don't tell me what I got in the mail if I didn't get it. DeRoche said he told Clay we had the meeting and were told everything was supposed to be smooth and if it is equipment fine, but somebody needs to deal with it. He said he went without cable for 3 or 4 days. DeRoche said to some people the internet is more important, he happens to use both the services. He said he hopes the service gets better because with US Cable it was terrible and he has no qualms about saying that to Steve Johnson's face. DeRoche said when someone calls one of the most frustrating things is to be on hold for 20-30 minutes and then they pipe in the happy feel good music. He said and that adds to the frustration for a bit, it would be nicer if you could get someone to check in every once in a while and say, yea we are really sorry, but then you get the recording that says we are having higher than normal problems. DeRoche said that is something as a company that he would work on because there is a lot of people where he is at that have just cancelled out of cable and got Direct TV or something else because they couldn't get decent service.

Nelson said we understand exactly what you are saying. He said he thinks it would seem the reason we were interested in purchasing this system is because we can and know that we can do better. Nelson said we think this is an underserved market. He said the competition from Direct TV and Dish Network, both on price and service offerings has been intense. Nelson said there is true video competition. He said the internet, it is a little bit easier for a company like MidContinent to distinguish themselves. Nelson said we are not off on a very good foot on distinguishing ourselves. He said but that is our intention. Nelson said and in your describing your relationship with US Cable and getting started with us, you described two different types of problems. He said hardware and physical plant problems and customer service problems.

Nelson said the customer service experience you had with MidContinent is not the usual one. He said we were overwhelmed, and that is not an excused, but we were overwhelmed responding to the problems that occurred. We did not have the kind of response and timeliness that we wanted. Nelson said some of the issues that we were dealing with, were issues we were going to have to deal with such as hardware and technology not matching up. He said but if we could rollback the clock to September 15th we would have twice as many people to answer the phones and to come to your home and clear out some of these problems we had. Nelson said we didn't anticipate those correctly and we are offering our apologies and offering credits against lost service and inconvenience. He said went want to talk to you about how we can serve you going forward and repair this relationship. Nelson said we don't hold people to contracts, we don't want to use gimmicks, we want to provide service on a monthly basis that you want to pay us for. Tonight is not call the 800 number night, we are hear to solve the problems. DeRoche said to him it is indication to how many problems that were already in existence. He said because if you guys came into it and there were already this many headaches to start with then somewhere down the line something wasn't going right when you took it over, with US Cable. DeRoche said he can't imagine that you

came in and said let's just screw these people. He said but he doesn't think you came in here thinking there were going to be this many problems. Nelson said it is fair to say we encountered more problems than we anticipated. He said but we are talking about US Cable and they are not here to represent themselves. Nelson said so, he can say something about MidContinent. He said in his experience if MidContinent handed assets off to another operator he doesn't think the transition would have been the same as we experienced. Lawrence said thank you for your time and hopefully we can get this issue resolved. Nelson said and the ones we talked about tonight he wants to be the one to get them resolved. He thanked Council for their time.

Anoka County
Hwy. Dept.
Signalization
Project at
221st Ave. &
Hwy. 65

Lawrence explained that representatives from the Anoka County Highway Department are here to update the Council and residents on the 221st Avenue NE and Hwy 65 Signalization Project that is scheduled for 2012.

Jason Orcutt from Anoka County said we are here to discuss the project as a whole and the changes we have made to the design to minimize impact to residents as well as discuss some of the improvements we were able to make.

Orcutt said we have applied for federal funding for the safety improvement project. This was the #2 project on the list. He said one of the issues at hand was the property in the northeast corner. Orcutt said since our last meeting we came in with a rural design and it had a wet pond with ditches. It required permanent ROW from that parcel of a little over ½ acre, an easement of a little over a ½ acre and temporary easement of about 1/10 of an acre. Orcutt said since that time we have done two different iterations, one October 17th and one November 9th. He said since that time we have been able to reduce the permanent ROW impact by 68% so now we are at .17 acres permanent ROW. Orcutt said we have reduced the permanent easement 71% so that is down to .15 of an acre. He said and the temporary easement saw a 79% decrease, down to .17 acres.

Orcutt said what we did there to do this is put curb and gutter in, minimize everything we can, put in a drainage structure to collect the water from his field in that area instead of having a long ditch and running it. He said we were able to take the pond and pretty much make it into a drainage swale. Orcutt showed a map and the read area was what we were able to save on the property, and still allow the right turn lane which is required by MnDOT and overall important to the project. He said all the read would have been permanent acquisition. Orcutt said we really put in a large good faith effort to try to bring this in within the objectives of the project which are to make your community have a safe crossing at this intersection. He said if you notice in the large area where Mr. Kable's farms we won't be needing anything permanent. Orcutt said and the drainage swale is mostly on the county ROW. He said this is a protected wetland so there are things we have to do to meet the watershed area. Orcutt said on the map where there is yellow is County ROW and a good portion of the widening is going to take place in County ROW. He said if about half of the turn lane and straight through will be in the County ROW. Orcutt said if we were to eliminate the right turn lane we are still required to have a shoulder there and we would only be saving 5 feet of pavement. He said when you visualize it like that it is a very small portion for what this adds to the project. Orcutt said since that time there were questions of whether we could shorten the turn lane as well and because of the MnDOT and highway engineering manuals you just can't arbitrarily shorten that turn lane. He said you need time to decelerate and accelerate safely. Orcutt said we wanted to show tonight the changes we have made working with your city engineer and our staff and that we have made some very large decreases. He said the smallest decrease we have made is 68%.

Lawrence said he has some questions that residents have brought up to him. He said first, on the south side of road you say that is protected wetland, even though it was man dug? Orcutt said they can become that way, our ditches become wetlands. He said the DNR has it listed as protected wetland. Orcutt said ditches we dug to convey water are now considered wetland.

Lawrence asked have you talked to Mr. Kable about the new design, is he happy with this? Orcutt said we have made efforts to contact him. We are going to try to contact him again as well. He said we wanted to bring it to you folks as well and some of the neighbors that were helping bring information to him. Orcutt said we have sent him letters in the last three/four weeks saying we can meet with him anytime he wants. He said we wanted to show you the efforts we made, show him the efforts we made and then look forward to a successful project.

Voss asked about the purple area, on the west side is that no longer going to be there. Orcutt said that is just showing the County ROW. He said that is just showing that not only do you have the issues on the south side, you have ROW on the north side available so there were a lot of design decisions going into that. Voss asked that is not a pond on that side. Orcutt said that is not a pond. He said where the service road used to be, we are doing the same type of drainage swale, inside the existing ROW. Voss asked on Hwy. 65 is there any grade corrections going to be done to the crossover portion. Orcutt said yes there is. MnDOT is going to do a "Better Roads Project". He said they are going to do the concrete white top on this. Orcutt said they are going to try to pick that up in the middle, so you don't have the up/down/up/down. He said there is a limitation of how much you can do that.

Voss said just from casual observation, most of the turning action is going to be in the evening from the northbound going west. Orcutt said he would say that is a fair statement. Voss asked is the design to extend this turn lane any further. Orcutt said that is a good point. He said when we took this project, we had an initiative to extend that. Orcutt said MnDOT is extending that to 500 feet. With this intersection and allowing the lanes on 221st to be separated as well as extending those turn lanes you are going to get a lot better operation. Voss asked will this be designed like the turn lanes on Viking? Orcutt said no, it will not be the same here. He said that is part of the reason those intersections don't have turn lanes, they brought them so small. Orcutt said that was a design that they had previously that they used.

Lawrence said he had checked with state on the request for the three lanes, right turn, left turn and straight through. He said he wanted to know why we needed so many lanes for so few cars because on the demographics we got you are running 2,000 cars a day on east side and 3,000 on the west side. Lawrence said but the explanation they came back reasonably simple. He said they said they are trying to minimize as much red light time on Hwy. 65 as possible. Lawrence explained that it is the red light time they are looking at, not the number of cars going across. He said they know if they look at right turn, center and left turn lanes they will get that goal to a minimum. Orcutt said that is exactly right. He said that is exactly what we knew and it is important to say to your residents that once you do turn to go south we want that to be as much green time as possible. So by doing these intersections correctly they will have better timing. Orcutt said they are planning on a lot of enhancements with this as well with cameras and such so they can connect, the signals can talk to each other and get in sync.

Voss asked if we are going to be stuck with the three lanes, is there any consideration of the west bound, you have a left turn lane, but making the center lane a dual, a second left turn lane. Have the option to go straight or turn left. Orcutt said with this project that wouldn't necessarily set you up for that. He said but with putting the right turn lane in, if you ever did get to a point where you need a second left, then you could add a lane on the outside of the right turn lane. Orcutt said so at this point no. Voss said because that is what Viking needs. He said when people have to sit through two sets of lights which is 10-12 minutes. Voss said obviously the intersection has to be a little bit bigger. Voss said it is like you said, pushing volume through. Orcutt said that intersection is not designed like this intersection. He said he was talking to Mr. Witter before this meeting and when they designed that intersection they were projecting it for today and we are taking this one and projecting it for 20 years out. Voss said but you are saying this one has the potential to do that. Orcutt said if you have a reason to do that, such as a development come in the future. Voss asked why would we have to widen the road. Orcutt said what you are doing is putting the left and through together, which you don't want to do. He said the through has to go somewhere so it would push it out to the outside right lane. Orcutt said a lot of these projects on this list are from MnDOT splitting this out.

Lawrence asked on your projection are you going to do east side first and then the west side. Orcutt said that is another good point. He said that is called split phasing like down at 109th. Orcutt said no, these will both turn left at same time. Voss said that is how Viking is. Orcutt said MnDOT is really making an effort to use technology, they can't really widen this at this point, but they want to make this move faster. He said that is why they are saying this third lane is not a want, it is a need because we need to keep traffic moving through this intersection. Orcutt said this is so we can get your people in and out.

Voss asked what is the construction timeline? Orcutt said this was a 2014 project. He said but we had a request to move it to 2012. Orcutt said so we expedited the project. He said with your approval of the JPA, if we get that document done, we can get this built quickly in the next year. Orcutt said otherwise it will slide another year and construction is at a low right now. He said this will save the county money, the state money and the city money. Orcutt said the sooner we get it done, the sooner it is safer. He said we have a pile of comments that are asking for this, a couple with concerns but the majority are saying get it done and get it done now. Davis asked what is the drop dead date for JPA? Orcutt said to actually get this built next year and there is some benefit to that, which he can cover quickly before that question. He said when MnDOT does their "Better Roads Project" they are going to put a temporary signal here because they are going to take the traffic from one side and shift it to the other. Orcutt said with the timing of 2012, it will work out perfect for us and the city, there will be a signal there and that way when we open this project you are not going from a stop condition to a signal all of sudden. The people will have been driving through this temporary signal all summer long, so there is a value to get this done next year just from that simple point that then it is a known condition.

Orcutt said to answer your question about the JPA he would say we are going to need something in the next couple weeks, because we need to get the ROW process moving and to give the property owners time to review the offers and make their own decisions. He said we have been very extensively meeting with all the different property owners out here. Orcutt said we have been at all the different kitchen tables that were willing to have us there, numerous times. Davis asked their availability to discuss issues with the JPA. Orcutt said we will make sure one of us is available. He said this is very standardized, he can show you one that we have done with other cites. Orcutt said we are not asking what we have with any

other city. Davis said his only question would be we haven't done a JPA since the Cooper Corner light was put in and this JPA is considerably different from the ones we have executed before, especially in terms of our obligations and responsibilities and that is one thing we would like to sit down and discuss with you before it is brought to Council again. Orcutt said we can sit down and discuss this with you and hopefully show you what our rationale is on this.

Voss asked fairly recently streetlights got put in at this intersection. He asked how long ago was this? Davis said in April or May. Voss asked who put these in? Davis said that was the state. Voss said that was a nice improvement to have those there. Orcutt said those will be permanently on the signal poles so you will get better light distribution, more consistent light distribution throughout. He said our staff is available to meet with people. Orcutt said you can reach us, you don't get an 800 number. We make ourselves available to the residents and staff. Orcutt said and if you don't get him you can call up the chain and get him.

Orcutt said one question a Council Member had last time was what this is supposed to do, what is the nuts and bolts of this. He said this project is projected through the formula that MnDOT uses (before and after studies are based on 3 calendar years prior and 3 years after construction) for side swipes be reduced by 60%; for right angle injury be reduced by 55%; run off the road be reduced by 30%; property damage be reduced by 60%; head on be reduced by 60%; other total crashes be reduced by 25%; rear end be reduced by 15%. Moegerle said but one of the things that came up and DeRoche and I have discussed this was the anticipation was hard impact collisions would be reduced. She said but there would be more low impact collisions in that. Moegerle said that is kind of what we had been told by law enforcement before to expect. She asked and without seeing your data does that reinforce what we have been told? Orcutt said it reinforces perceived from a police officer, because they will come to a lot of these low speed rear end crashes. He said rear end injury crashes this has a 0% reduction and property damage 15% so it is not a great reduction. Orcutt said he wouldn't say it is going to increase, but it is not a great reduction. Moegerle asked for a copy of the data. Orcutt provided a copy. He said that was the actual application that went in for the funding. Orcutt said this is on MnDOT's top 100, he thinks it is number six. He said and it was number two. Orcutt said it was very competitive process. He said there were many cities Chanhassen, Anoka County, Ramsey County, Maple Grove, all vying for this money that is going to be put at this intersection. Orcutt said so there definitely was the need there or we wouldn't have gotten the money. Moegerle asked you have reductions in positive and negative numbers, where it says -60% does that mean it will be an increase? Orcutt said he thinks the way the table is set up, it is a decrease but the table is not set up correctly. Moegerle asked for verification on this. Orcutt said he will get that verification, he thinks they did this chart incorrectly. Moegerle said so long as it is consistent. Orcutt said he doesn't think we would desire to put something in that is going to increase this by 60%. Moegerle said exactly.

DeRoche asked in situations like this you don't see an increase in people trying to beat the light? Orcutt said we use the data. He said he is sure you will have an increase because there is no light there today. He said so if one happens that is an increase. DeRoche said he is not talking one here. He said he is talking two years down the line. DeRoche said you know as well as he does at Viking that is a long light so you have people that don't want to sit there so they go for it. Orcutt said so that exactly reinforces having the dedicated left and right turn lanes. He said because at Viking if that person is turning left and he wants to go straight, he has to wait. Orcutt said and the people behind me have to wait and he is getting more impatient by the second and he is going to take more chances. He said so this is the

right thing when you have the three lanes because you can take the anticipation and that aggressive driver and you can try to calm them now. DeRoche said if you can get something on the negative numbers and what they mean, that would be great.

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

LaVonne Murphy of 2557 225th Avenue NE introduced herself, Laura Murphy of 2557 225th Avenue NE introduced herself and Bill Lappin of 22706 Sandy Drive NE introduced himself. Lappin said we wanted to come up here with our concerns and he is glad the County addressed a lot of the concerns for the Kable family. He said Mr. Kable doesn't make these meetings and he just gets upset. Lappin said his farm his parents had and it used to be where Hwy. 65 is now. He said when he gets upset his mother in her 90s gets upset and he can see the strain on the family. Lappin said it is something we are very concerned about, although he appreciates what you are doing. He said he might not have heard everything. Lappin asked the one thing he is wondering about is they are taking for the concrete median and the three lanes from Mr. Kable's side the north side? Orcutt said the median, left turn lane and through lane are going on existing, what is already there. He said then the rest of that is in County ROW and what we are needing to acquire from Mr. Kable. Orcutt said but like he said before, if we get rid of that outside turn lane we would only save 5 feet. Lappin said there was a survey done in the community and they were wondering why we need a right hand turn lane since there was very limited use of turning right going north at the time the survey was taken.

Harley Hanson of 1960 221st Avenue NE said there were two cars to the right, nine cars to the left and fifty cars going straight ahead. He asked so does qualify for a lane with two cars going to the right? Hanson said he thinks that is what he was referring to. Orcutt said those are considered the peak hour count they had, so that is not based on the entire day. Also, it is lower if you have two coming through every hour and if they have to sit and wait for the other cars to go through you are taking that time away. Hanson said he will agree with you 100%, but there is traffic going north and you will still have to wait to get out in traffic. He said so it is not a valid thing to have a right turn lane. Orcutt said but you can get out in a gap when you have a right turn lane. He said if he is sitting at a red light because there is more traffic coming from the south and he is stuck behind someone that is going straight. Orcutt said if you have the right turn lane, you will be able to get out.

Hanson said he has been up here for seventeen years and the longest time he has waited is three minutes, maybe five if there is a school bus up there that is going straight across. He said there are very few people that are going to the right. Hanson said and now we are taking property from Mr. Kable for that reason. He said you measured it up and there is actually 38 feet of road on that side and you will be putting snow on that corner. Hanson said he doesn't know if you took that into consideration. Orcutt said we did. Hanson said and you have all the debris, salt and sand floating to the north. Lappin asked when you are turning right, you need that lane because those people might end up behind the people that are going straight. Orcutt said they could be. Lappin said one of the things he didn't understand before was the fact that they are trying to eliminate red light time. He said he didn't appreciate that before, he didn't know that. Lappin said when he talked to Mr. Kable about this project, he is in agreement with everyone that we need a light there. He said Mr. Kable is not against it, we have just recognized a hardship against one particular family.

LaVonne Murphy said first of all she wants to thank the County for all their efforts on

reducing the impacts thus far on the property owned by Mr. Kable and his mother. She said thank you for the opportunity to share the results of our poll/petitioning "The City Council to Redevelop the Plans for the Hwy. 65 and 221st Avenue Intersection". It is not about the elimination of the stoplights that are proposed, this petition is about listening to 192 East Bethel resident engineers requesting fairness in the development through collaboration with Anoka County. Murphy said we have neighbors, our community members on the east side, Mrs. Phyllis Kable and Mr. Dick Kable who this expansion will affect the most. She said three lanes, one median and one eastbound lane, including a pond which is now identified as an infiltration area. Murphy said 192 East Bethel residents are requesting the City Council to work collaboratively with Anoka County with the aim of reducing the impact on the property owners through equal land acquisition on the north and south side of 221st. She said reducing the number of lanes westward from three down to two (86% regard the reduction as a feasible way to reduce the impact on the property owners). Murphy said also removing or reducing the infiltration area from just north side to both the north and the south. She said the whole idea is about fairness. Murphy said it is not about not putting a light in, every one knows we need a safety measure there through lights. She said and she feels as though it should be split 50/50 on both sides, east and west.

Lappin said but you are saying it is only 5 feet more past your ROW for the turn lane. Orcutt said the savings if we took out that turn lane is only 5 feet. He said so we would take that 13 feet and it would be reduced by 5 feet. Lappin asked and there is no way of extending that from the other side? Orcutt said we have looked at all the options, we originally gone through and there are cost issues, environmental issues, protected wetlands, there are numerous issues as to why. He said we looked at issues of fairness also. Orcutt was looked at the fairness of the cost to the taxpayers, where does it make more sense. He asked do you buy buildings? Lappin asked would you necessarily have to take the buildings? Orcutt said yes, you would. Orcutt said it is not solely that issue. He said there is the impact on the wetlands. Orcutt said the DNR is going don't impact our wetland because you have a solution to this. He said it is not about the fairness of splitting 50/50 with them, it is about protecting the wetlands.

DeRoche asked Orcutt to address the alignment issues that were brought up previously to why it couldn't go on the south side, or why it wasn't suggested to go on the south side. Orcutt explained that we had originally met with your city administrator and mayor about a few of these issues with widening the existing center line of the road and splitting the difference all around. He said if you widen to the south you have significant impact on only the south side and you have issues with the buildings and the environmental issues as well. Orcutt said when you go about the center not only do you impact the south and the north side, you also hit the buildings. He said the County owns property in that northwest quadrant. Orcutt said this is a financial, this is an impact to the residents, this is all those things we look at and balance that. He said because just like you guys, we are put in these types of situations all the time, you have to balance the best way for the taxpayer. So what we are doing is working to minimize and we have taken this down 71% and that is a pretty good effort he things. Orcutt said there are other property owners we are acquiring property from. He said they are not the only ones. Orcutt said if we were to shift it to the south, you would have those property owners in here as well. He said what we did is we balanced this out. Orcutt said everybody is giving some. He said we are utilizing all the County ROW that we have, and then we need to add that through lane and turn lane there.

Lawrence asked how many feet of County ROW do you have? Orcutt said he thinks we are at 33 feet there. He said the unfortunate thing is when you are at the intersection (have a

property there) and you have a right turn lane you are going to be impacted more than a property down the road. We have really worked to minimize this. Orcutt said he has personally met with the Mr. Kable at least four times. He said he has been out there with the senator, commissioner, with the ROW people, and with one of our staff people. Orcutt said that doesn't even include all the letters we have written back and forth. He said we are really trying to keep him involved. Orcutt said he understands he can't be here tonight, but he really wishes he could be so that we could work through these even more with him. He said this is 165 feet from the edge of Hwy. 65, from the through lane he is 165 feet, from the county road he will still remain 238 feet from the roadway. Orcutt said we are trying to keep the road as far away from him as possible and minimize the impact. He said we commend the neighbors that have been doing this, he has never seen neighbors stick up for another neighbor like this, and he appreciates this.

Voss asked we have center medians on both sides, east and west, correct? Orcutt said . Voss asked how large are they? Orcutt said four feet. Voss asked and they are raised concrete? Orcutt said yes. Voss asked and the need or requirement for those? Orcutt explained that the requirement is MnDOT as well as Anoka County likes to have them. He said it provides delineation when you are crossing that lane, it gets you put into your lane. Orcutt said when it is snowing those help you get where you need to be. Voss said he agrees. Orcutt said and MnDOT made it very clear to us that they want those in there. He said we are stopping them prior to driveways, nobody is going to have to do a u-turn to get home. Orcutt said we were also working with the concern that fire and emergency services could get in and out at all times. He said Mr. Kable's fence will be relocated before construction and then put back like he requested when it is done. Orcutt said everything we can do to make this easier for the Kable's we will do. He said he would direct you to public cards from our public meeting, there are some very strong statements from family members that have lost people at that corner that say put that light in, get it done and get it done now.

Hanson said first of all, we all agree we want a controlled light system on that corner. He said but there are some facts with our citizens and our petition here. Hanson said we talked to many people in this area and their concerns are we are over engineering this corner. He said the unfairness of equalizing the road is another big factor they brought up. Hanson said and the multiple lane thing which he is not in favor with. He said and the pond and the curb in this rural area we are in out here, we are 20 miles from the big town. Hanson said he knows it is a county project so he tried to talk to Andy Westerberg and we met with Mike Jungbauer also. He said there concerns are not there, he believes. Hanson said so he went beyond that, to Tom Hackbarth. He said and Tom would have been here he is very displeased with the county decisions on the road here. Hanson said that corner is a problem, but let's not make a bigger issues. He said he has brought up the snow and water issues. Hanson said if you are coming down the third lane, it will be a braking lane. He said that will be a water lane. Hanson asked why can't we have the water run to the north. He said instead of bringing the water down off of Mr. Kable's property and we don't know how much water ran to the Kable's property before. Hanson said if we are doing a design, let's put that water to the north, instead of south of the highway. He said and he went over these counts already, but we don't have a count on the west side, we have a count on the east side, but not the west side. Hanson said they gave us a number of 2300 cars traveling on 74 and going west here, obviously that is 1100+ because there is two way traffic. He said he doesn't know if that is that big of a concern. Hanson said a multiple lane corner like that, sure you are going to have to wait, but every corner you are going to have to wait. He said he hopes Council can take this into consideration. Hanson said Hackbarth will be in town at the end of the week and he had his office call him today and he just reviewed this with the

city administrator, they are quite concerned about this. He said they are going to take this up next week with the county.

Andrew Witter, assistant county engineer asked to respond to some of these issues brought up. He said this is a standard design. Witter said if we start adjusting the medians, turn lanes and other design factors that we have included in this design you will not see those safety and crash reductions that we gave to you earlier. He said peak volume you have two vehicles in the turn lane, but you also have to be talking about the nine vehicles in the through lane as well. Witter said if you start combining those lanes, you have to combine those numbers too. He said he thinks last time he brought up the fact that one of the reasons we do two lanes like this is to clear the intersections. But it is also safety, if you start combining those right and through lanes all of a sudden you have a vehicle coming up on a green (which you don't have now because it is a stop) and someone is stopped waiting to turn and someone is trying to make the green, all of a sudden you have an accident situation. Witter said that is part of the reason we like to separate these turn lanes and create some segregation. He said also Orcutt alluded to this earlier, we build these intersection for the future, we don't want to come back and add to this in the future. Witter said this does cost a lot to build. He said he knows the city has some development plans, and he thinks your comprehensive plan indicates this area is commercial development. Witter said you already have one commercial property there in the area. He said we are building for the future not just now, we know the volumes are not extremely high right now, they are much lower than what you are seeing on Viking, but we are trying to do this for the future to.

Witter said the drainage issue and salt and sand. He said this project right now, they runoff into a ditch system and frankly he doesn't know how good that is, they might be running into his field right now. Witter said with the storm sewer we are getting this into a treatment swale and will be able to treat this water, we able to treat that runoff so we don't have the issues with pollution and so forth. He said we are required to contain all of our runoff and treat it. Witter said and the last thing is MnDOT is a big partner of ours, we have been coordinating with the project they have going on. He said frankly we have had conversations with them and they have told us if we don't have this lane configuration, we probably don't have a project. Witter said this is a project we want to do for safety reasons and to protect the residents of East Bethel as well.

Hanson asked speaking of the money involved, federal grant, where is the money coming from anyways our taxpayer's dollars, so we should have an input in it. He said and you talked about people going through stoplights, that is up to our police department to take care of it. Hanson said you have that going on everywhere up here.

Tom Ronning of 20941 Taylor Street NE said he heard fairness what it really should be termed is equality of sacrifice. He said there are four corners, northeast, northwest, southeast and southwest. Ronning asked who is sacrificing and if it is not on an even plane, why? He said and unless it is going to be an eight second light, don't think you are going to have that hard of a time getting nine cars through. Ronning asked how long is the light going to be going, 30 seconds, a minute? He said that is what controls the traffic flow is the time of the light, not if you have 14 lanes for this kind of traffic.

LaVonne Murphy said thinking of in the future she would remove the light and put a service road in. She doesn't know why we are creating another stop and go situation on Hwy. 65. Murphy said if you are really looking towards the future you should remove one at either Sims or 221st. She said saving a million dollars and then improving the light to the south.

Murphy said just a thought can we shorten the turn lane by reducing the speed ahead of time before people reach the intersection. She said her concern is the turn pocket right at Mr. Kable's driveway, first of all the amount of snow that will be left there in the winter when he is trying to get in and out with his aging parent. Murphy said there will be close to three lanes of snow in his driveway. She said those are some additional concerns she has.

Dan Scherping of 21835 Zumbrota Street NE asked why don't you take a certain percentage from each side. He said you are not taking anything from the Lamberts side and you are taking it from Kable's side. Scherping said when you look at that picture you see all the red on Kable's side. He said he sees how 74 shifts to north and now they aren't going to put the pond in on the corner of Sandy Drive. Scherping said see how 74 shifts to the north by Sandy Drive, why aren't they taking anything on Lampert's side. Orcutt said if we shift it over we have to take the buildings. Scherping said the buildings are all junk anyways. Orcutt said as soon as we get the turn lane done we are taking nothing. He said we are actually taking the water off his property into the storm sewer. Scherping asked you are going to put a culvert in there? Orcutt said correct. He said it is not like we are going trap water here. DeRoche said he is thinking what Hanson was saying with all the red on Hwy. 65 all the water is going to come down when that is not in fact what is going to happen. Orcutt said we wouldn't want all there water. He said there has been a lot of focus on Mr. Kable, but he wants to direct you to the red in the other areas, because there are a lot of other property owners we are going to get property acquisition from. Orcutt said we look at equality from all of the property owners pay taxes as well. Scherping said but Lambert isn't giving any. Orcutt said but that goes back to potential contamination, protected wetlands, buying those buildings. He said he lives in the county too and these are taxpayer's dollars we are spending. Scherping said someday this is going to have to be cleaned up. Orcutt said and he doesn't think the taxpayers dollars should be paying for it. Scherping said then Lampert's should be cleaning it up then. Orcutt said we don't know what is all out there.

Witter said we did go to an urban design to reduce the impacts to the property owners. He said we can go to an rural design, but that will be much more impacts to the property owners and he doesn't think that is what anyone wants right now. Moegerle asked can you explain the contrasts of a rural design to a urban design. Witter said he will do his best, it is hard to do without pictures. He said what ends up happening with a rural design is you end up losing the curb and gutter. You have a 4 to 1 slope down to a ditch bottom and have roughly a 5 foot ditch bottom and then you have to slope it back up to tie into the existing grade. Witter said what you are looking at instead of curb and gutter and in slope, looking at in slope, ditch bottom and back slope of ditch as well. He said so while he can't tell you exactly, you probably have an additional 10 to 15 feet of impact.

Witter said at the last Council meeting we presented and looked at three different shifts on the Lambert and although the road doesn't get into the building, the slopes and construction limits do. He said which means we have to take that building. Not only do we have to take that and compensate them for it, but typically we have to rebuild it as well. He said it is a very large cost, he knows they are not the greatest structures out there right now. Witter said but once you get into negotiations, condemnation actions, you find out what the values of those buildings really are. He said so that is part of reason we are avoiding this. Witter said and we are confident that there are some hazardous materials in there. He said that is another added project cost that we just don't want to get into, it is not critical to the project, nor should we have to increase the cost of our project to correct someone else's issues. Moegerle said she wanted everyone to understand what you are saying. She asked if they understood what he is saying. Hanson said we still do not have the cost of the buildings

there. Lawrence said but you know as well as he does, the second you condemn it, it is worth 10 times what it is worth now.

Witter said we do have typical square footage value of these type of buildings and what not, and he thinks these were included in the cost analysis. Orcutt said we used lower numbers than we normally do because of the condition. He said the thing about building “like” structures is if you have a 20 x 20 garage and we take it down, and it was built by your grandfather, we have to build you a new 20 x 20 garage or pay you for it. It has to be today’s standards, today’s codes, it has to meet all those issues. Orcutt said we have been through this numerous times and so have you folks, you know all of a sudden that is a gold mine when that happens. He said we are trying to be stewards of taxpayer’s dollars. Orcutt said he can answer the rural question. If we were to go with the original thing, when we said it comes down, we did a ditch and then we come back up, like you have everywhere around here we would have needed .55 almost 6/10 of an acre. He said so we were able to reduce that by 68%, took it down almost ½ acre by putting in curb and gutter. Orcutt said we aren’t running the water all the way down now either, every 300 feet there will be a structure that the water will go in. He said that will be dry, there won’t be pooling water there. Orcutt said permanent easement is another thing you would have had there too, and that is taken down there about ½ acre also. He said that is why we did what we did and direction of being stewards of the residents as well.

Lavonne Murphy asked the structures you have the water running into, can you tell me the size they are and what they are constructed of? Orcutt said they are preformed concrete. They are designed to the size of the pipe and as it goes down it has to get a little deeper. He said typical height may be 3 ½ to 4 feet by 50”. Orcutt said they are made at a factory. He said to make it easier they are 3 to 3 ½ foot in diameter. Orcutt said the water goes in and it carries it down. Murphy asked how many are you planning on? Orcutt said he can get the exact number, but roughly every 300 feet. He said we are decreasing the water that was coming to his property.

There were no comments so the Public Forum was closed.

Consent
Agenda

Voss motion to approve the Consent Agenda including: A) Approve Bills; B) Meeting Minutes, November 2, 2011 Regular Meeting; C) Meeting Minutes, October 26, 2011, Town Hall Meeting Minutes; D) Res. 2011-57 Final Certification of Delinquent Charges; E) Res. 2011-58 In Support of Continuation of the Current Fiscal Disparities Law. He said he would like to pull Item F) Site Plan for Recycled Oil Tank Location. **Lawrence seconded.** Moegerle said she has her usual changes to the minutes, grammar, spelling. **All in favor, motion carries.**

Item F – Site
Plan for
Recycling Oil
Tank Location

Site Plan for Recycling Oil Tank Location. Voss asked the city administrator to walk us through this quickly. Davis said this is the plan that was presented by East Side Oil at our last meeting. He said what we would propose as our first choice for the location is just adjacent and south of the existing oil recycling shed. Davis said this still gives us the traffic flow to get to this and a buffer from the highway and it will still be visible due to the signage. He said the other options we looked at were to put it on the opposite side but we wanted to isolate it from that existing business. We felt this was the best location at this time. Davis said hopefully once OSI gets the tanks cleaned out there and we decide what we are going to do with those, we can actually move the structure here relocate the facility back on the old oil recycle tanks.

Voss asked so intent to put the tanks where the current structure is and are we planning to put the tanks in the ground where the current tanks are? Davis said no, he would take the structure down. Voss said it is going to have to come down, because it is built over the tank and that is the only way you are going to get the tank out. Davis said we wouldn't propose to build it back, the way this new facility is it doesn't require a cover. Voss said he is thinking from the aspects more of aesthetics. He said we don't obviously have it in front of us now, but last time they showed the tank, the sign and in the interim until the tank is taken care of he doesn't have a problem with this spot. Voss said it is good because it shows that we have the tank. He said but his only concern is we have this very bright sign in terms of coloring and lettering and everything, right out on the highway when it doesn't need to be. Voss said people will know where the recycling tank is at the recycling center, so why can't it be against the building, right next to the building, further off the road. Davis said it can either do that or we can ask them to change their sign. Voss said the point is the reason the building is there now is not because that is where we wanted it, that is where the old tank was. He said it was the existing tank when we tore the fire station down and we used the existing tank. Voss said that wouldn't have been our choice to put it there to start with. People know where the oil is going to be, it will be at the recycling center, it is just where at the recycling center.

Davis said it could be moved on down he just didn't want to interfere with some of the activities there, some of the access to the building. He said if it is on the corner here closest to the fire station we still have some latitude and flexibility that it could be moved on down closer to the building. Voss said that is kind of his point, and it doesn't need to stand out, we will have advertising enough. He said but then it becomes kind of an aesthetics thing. Davis said he thinks anywhere between the existing shed and the corner would work fine. Voss said or over by the fence. Moegerle said as a person that leaves off a lot of cardboard there, it will be very inconvenient for the people that back in to drop off a big load of cardboard. She said so that is also something to be considered when you put that in there. Davis said that would be a primary consideration, so we don't block access to anything. Voss asked can we cut a notch in that fence, so it is still visible from the road. So the tank is accessible and visible? So people know it is right there and it is not in the way? Voss said on some of these Saturday mornings it gets kind of busy there with the traffic of people trying to drop off their recycling. DeRoche asked do we have dimensions of how big this new tank is? Davis said we do but he doesn't have them with him. He said it is not a huge tank. DeRoche asked is it something that if we put somewhere we don't like it, we can just move it? Davis said we can move it when the tanks were pumped. DeRoche said we can test drive it then. Voss said they are made to be mobile, think all you need to move it is a forklift.

DeRoche said he thinks she was hitting more on the signs. He said he doesn't know if they are really as obnoxious as she said they were. DeRoche said he thinks it was more of a safety, look at what we are going to do. Voss said he asked the question on the sign. He said they wanted the city to know that is their standard sign. Voss said they are trying to. Lawrence said advertise. Voss said yes, because they want the oil. DeRoche asked we have the other cities where they have them so he could maybe drive there and take a picture of it? Davis said he will get him the closest location. Voss said she gave us a list. Davis said and we contacted the City of Plymouth and they were very well satisfied with their service, they didn't mention anything about the sign though. Davis said if we site this facility, it won't be a problem to relocate it. Voss said it was just for information anyway, right?

Vierling asked does council want to take action on the site plan. Voss said that was his question. Vierling said just as long as staff is sure you are okay with using this as the site,

even if it is temporary until you select a site. **DeRoche made a motion to approve this as a temporary Site Plan for Recycling Oil Tank Location until we find something more permanent. Moegerle seconded; all in favor, motion carries.**

Planning
Comm.
Minutes

Davis explained that the October 25, 2011 Planning Commission unapproved meeting minutes are provided for your review and information.

Park Comm.
Minutes

Davis explained that the October 12, 2011 Park Commission unapproved meeting minutes are provided for your review and information.

Road Comm.
Minutes

Davis explained that the October 11, 2011 Road Commission unapproved meeting minutes are provided for your review and information.

St. Croix
Minimal
Impact Design
Standards Pilot
Project – Pilot
Community
Application

Davis explained that on March 19, 2010, the Washington Conservation District (WCD) was awarded a federal 319 grant for a Minimal Impact Designs Standards (MIDS) pilot project in the St. Croix Basin.

This project is intended to be complementary to and will be carried out in parallel with the work to develop MIDS technical standards. The project will focus on implementation issues, including:

1. Raising awareness on the part of local decision makers about the negative consequences of conventional development and the environmental and socio-economic benefits of low impact development-type management practices;
2. Supporting local and regional visioning and planning processes that proactively assess the impacts of alternative growth and development scenarios; and
3. Facilitating the development and adoption of local codes and ordinances that remove barriers to low impact development-type management practices and create incentives, as appropriate.

Up to three pilot communities will receive free education, training, and consulting services to update plans, ordinances, codes, and procedures to protect their local water resources and ultimately the St. Croix River.

East Bethel water resources final destination is either the St. Croix River (via Sunrise River Watershed) or the Rum River (Upper Rum River Watershed). Attachment #3 is a map of the basins within East Bethel.

Staff requests direction from City Council to proceed with an application for the St. Croix Minimal Impact Design Standards Pilot Project.

Moegerle made a motion to direct staff to proceed with an application for the St. Croix Minimal Impact Design Standards Pilot Project. Lawrence seconded. DeRoche asked what is the financial implication of this? Davis said there is no financial implication for the city. Moegerle said this is free. She said free education, consulting and training, it is just our time. Davis said what they are looking for is three types' cities to do this project in. He said one would be a developed city, one a rural area and one would be a city that is on the cusp of development which is what we are. Davis said so we fall within that category and this is something that was looked at a couple years ago. He said as a matter of fact there were a couple committees formed a couple people met on this, but it never did go past the first committee meeting level. Davis said what this would do is it may give us some information

on low impact design and environmental concerns. He said it is no cost to the city and he thinks it would be a worthwhile project to pursue.

Voss said it is solicited as a grant, but it is not really a grant. Davis said it is not really a grant, it is training. What they do is assist us to learn about low impact design, go over codes and ordinances to address those situations. He said we are actually receiving no monies. Voss said so it is actually an application to be one of the cities to be considered. Lawrence said that is about it. Moegerle said last year on planning and zoning, MPCA came in and gave a presentation about this and it is really a great thing to do. She said the impact reduction they can do, it is a real great thing if we can get that information and incorporate it in our ordinances. She thinks it is excellent. DeRoche said so are we a research project, is that what it is. Voss said it is an education, we went through this 3 or 4 years ago. Davis said to some degree that is true, they want to collect data in those three types of development situations. **All in favor, motion carries.**

Tim
Christensen –
IUP Renewal/
Home
Occupation –
1507 205th
Avenue NE

Davis explained that on November 17, 2010 City Council approved an IUP for an automotive repair business and vehicle dealer's license with conditions. Attachment #3 is the approved City Council minutes from the November 17 meeting. Attachment #2 is the executed IUP Agreement.

On October 24, 2011, staff conducted a site inspection of the property. The property is in conformance with the IUP. Additionally, staff has not received any complaints from neighboring properties regarding the home occupation.

At the November 2, 2011 City Council meeting, council tabled the IUP renewal request and directed Mr. Christensen to apply for an Anoka County Hazardous Waste Generators License and a MN Vehicle Dealer's License. Attachment #5 is a copy of the approved license from Anoka County Environmental Services.

As part of the dealer license submittal, staff must sign the license prior to Mr. Christensen's submittal to the state. The city must provide copies of executed permits, agreements, etc as part of the licensing process. At this time staff cannot sign the license because the proper permits are not in place for Mr. Christensen to operate from the property; therefore, he cannot submit a license to the state. Also, Mr. Christensen does not need the MN Vehicle Dealer's License to operate an automotive repair facility from the property. The license is strictly to sell more than five (5) vehicles from the property, in which he does not plan to sell vehicles at this time. Mr. Christensen is in the process of setting up and organizing the business; therefore he is in the process of completing the required license.

Staff recommends City Council approve the renewal of the IUP/Home Occupation – automotive repair business and a vehicle dealer's license for Mr. Christensen, for the property known as 1507 205th Avenue NE, PIN 17-33-23-43-0010 with the conditions as listed in your packet. If Mr. Christensen wishes to have a Vehicle Dealer's License he should apply for a Vehicle Dealer's License after approval of the IUP. Davis said there were things that were brought to our attention on this IUP that certain conditions were not met according to the guidelines last time. He said there is a question now is an IUP actually in existence for this property. Davis said that is a question to be answered by the city attorney. Staff does recommend the IUP for the auto repair business.

Vierling said for the benefit of the Council and the public, we reviewed the IUP that was

issued back a year ago. He said whether they were needed or not is another issue. Vierling said but from a process point, Conditions 9 & 10 mandated that the Hazardous Waste Generator License be obtained and that the Minnesota Vehicle Dealer's License be obtained. He said Condition number 11 said that those conditions needed to be met and executed no later than January 20, failure to do so resulted in the IUP becoming null and void. Vierling said he appreciates that those permits may or may not have been necessary but given the language of the permit, and the permission that failure to provide those mandated permits rendered the permit null and void. He said from a process standpoint it appears to him that this should not be a renewal as much as it should be an application for a new IUP. Vierling said if that is the case you need to go through a public hearing process.

Moegerle asked so at this point you are recommending that this application be denied in order to get a new IUP? Vierling said at this point the problem we have is from a process standpoint if you try to issue an IUP without a public hearing it is a void IUP to begin with. He said you would basically set the permit holder up for a collateral attack from a neighbor down the road. Voss said but this is not a hearing, or is it, to determine whether the original IUP conditions were met. Vierling said this is not a revocation hearing. He said that is why he pointed out the conditions of the permit. Vierling said it basically did not have a provision that said if the conditions were not met the Council could review it or some language of that nature. He said it said if the permits were not physically presented to the City last year, the IUP was null and void. Vierling said this is unusual language, but the language that is in there nonetheless. He said because those two permits were not in the city file on January 20th, that rendered the old IUP that had been issued null and void. Voss asked can a document do that? He said he thought an action had to do that. Vierling said it is a self-effectuating permit. He said he is suggesting unless those permits were in the city files on January 20, the application be for a new IUP not for a renewal because there is really nothing to renew. Voss asked if we move forward and renew the IUP, where does that sit for us? Vierling said if you establish that there is no IUP, if you accept that is true, any action by the Council to renew something that doesn't exist is ineffective anyways. He said so basically you haven't done the applicant any good, they have permit that isn't effective and may set them up for some type of process to challenge it.

Moegerle made a motion to deny the renewal of the IUP application for Tim Christensen for a Home Occupation at 1507 205th Avenue NE. DeRoche seconded.

Paul Christensen, representing my son, Timothy Christenson. He said Timothy has told me that the Hazardous Waste permit was in place before that date. Christensen said and was he told by the city administrator that the Vehicle Dealer's License need not be applied for at that time. He said this is the first we have heard of this issue. DeRoche said we have a copy of the permit in the file and it was April 6, 2011. He said that was for the Hazardous Waste Permit with Anoka County. Christensen said the property wasn't actually acquired until the end of March. Lawrence said he called the county and asked them about the permit and typically they issue the permits in April. He said and it can take up to a year, even though they have issued the permit and it is a legal permit, it can take up to a year to get the paperwork back to the recipient. Voss said the point is it was applied for by the date of the IUP. Lawrence said in the information he got back from the county. Voss said in a letter from County dated January 20 to Mr. Sell it says they have the application and they are asking the city if we have any issues. DeRoche said it says they are currently processing it. Voss said the application was in, believe him he works with agencies enough, permits don't fly out the window.

Moegerle said but the problem is the terms said it is null and void if this is not done, the terms. Voss said he understands but shame on us if we said they had to get a permit from an agency they had no control over. He said if this was an MPDS permit it would take two years. Moegerle said but you of all people are very good at changing those when that was done. She said so the intent and opportunity of staff and Council to change that language and didn't. Voss said the intent was to get the Hazardous Waste license by a certain date and it was applied for by that date. Moegerle said the language of it says all terms must be satisfied by January 20th or it is null and void. She said all terms means all terms. Moegerle said she appreciates and she wants to help the resident. Moegerle said it puts us in a funny position because we want to help you too, but we want to do the right thing to kind of correct this and so it doesn't happen again.

Christensen said he would like to be assured of your cooperation in correcting this problem, because he recognizes the problem. He said we also recognize that we spent \$400,000 on a piece of property that doesn't meet our expectations and this was a contingency of buying it. Moegerle said absolutely, she understands that. She gave him the minutes from the last Planning Commission and explained she is the liaison to that commission. Moegerle said she was not at that particular meeting but she understands that you need to read those carefully because car sales was a part of their topic at the last meeting. Christensen said he thinks sometimes there is a misconception that what is being considered is a car lot and that is not it at all. DeRoche said he drove by the property with the city administrator and it is pretty well back in. Lawrence said because of the old permit, and the way they wrote it, it really makes a muddle mess. He said because if we renew it, we are doing something that is not valid anyhow, that is the problem we have. Christensen said he understands the problem. He said he is simply asking for cooperation in solving this problem so we don't have a long term issue here. Vierling said he appreciated that everybody acted in good faith, but if you read the language of the minutes the motion actually included the conditions and that condition was actually read as part of the motion. He said he thinks it is a question of reapplying for an IUP at the present time and going through the process. Vierling said personally he doesn't know if there was a fee provided with the renewal, but there isn't really any renewal so the fee should be refunded and apply for a brand new IUP. Lawrence said so we can clean this up. He said we have to have that public hearing to make it legal. Voss said so we are not taking any action on the IUP as it sits. Vierling said there is a motion to deny. Voss said there is no IUP either. Vierling said the IUP is basically gone. He said the motion to deny is in effect a motion to declare it non-effectual.

Moegerle amended her motion to make it a motion to deny the application for renewal of an IUP. Voss said it is not an application for renewal, is it. Vierling said there is a paper application for renewal. Vierling said the motion should be to reject the application for renewal of IUP and direct the applicant to reapply.

Moegerle amended her motion to reject the application for renewal and to direct the applicant to reapply for an IUP. DeRoche seconded the amendment.

Paul Christensen said he would ask that no action be taken rather than having a denial on the record which many look to the population like there was some issue with it. He said we will withdraw our application. Vierling said if you withdraw your application then it is a mute issue. He said otherwise, right, wrong or indifferent the clock is ticking as far as the statute. Paul Christensen said as long as it is going to be rejected we might as well withdraw. Vierling said it has been withdrawn for the record.

Regulations to eliminate redundancies and conflicts with other sections of the city ordinances. The revision also provides for appeal processes, permit fee refunds, and the addition of electrical inspections. The revisions to the ordinance are included in the attachments for your review. The City Attorney has reviewed the revisions and forwarded changes. Also attached is the latest redline change of the ordinance. There have also been grammatical and formatting changes in the ordinance since the redline version was completed. The final version was merged into a single ordinance.

Staff recommends adoption of Ordinance 32, Second Series Amending Chapter 14 of the Code of Ordinances for the City of East Bethel by Modifying Sections 14-19, 14-20, 14-21, 14-22 and 14-23

Moegerle made a motion to adopt Ordinance 32, Second Series, Amending Chapter 14 of the Code of Ordinances for the City of East Bethel by Modifying Sections 14-19, 14-20, 14-21, 14-22 and 14-23. Lawrence seconded. Moegerle said this will just make us more uniform with the state. Davis said and the other thing it will permit us to do is it will permit us to do the electrical inspections and collect the fees as the state was doing in the past. **All in favor, motion carries.**

Summary of
Ordinance 32,
Second Series
and Direction
to Publish

Davis explained that this Ordinance Amendment both amends and repeals Sections of Chapter 14 of the Code of Ordinances of the City of East Bethel, relating to building and electrical codes, plumbing codes, maintenance codes, hazardous and substandard buildings, construction standards, construction debris, and property maintenance codes.

Staff recommends approval of Summary of Ordinance 32, Second Series Chapter 14, Buildings and Building Regulation and direction to publish.

Lawrence made a motion to approve the Summary of Ordinance 32, Second Series, Chapter 14, Buildings and Building Regulations and direction to publish. Voss seconded; all in favor, motion carries.

JPA Between
the City of
East Bethel
and Anoka
County Hwy.
Dept. for the
Signalization
Project at
221st Ave. and
Hwy. 65

Davis explained that earlier this evening, representatives from the Anoka County Highway Department updated the Council on the 221st Avenue NE and Hwy 65 Signalization Project that is scheduled for 2012. The next step in the process for this project is to execute a Joint Powers Agreement (JPA) with Anoka County to identify construction maintenance and cost responsibilities between the two parties. The draft JPA is attached for your review. Due to some issues that still need to be worked out and discussed, staff recommends this item be tabled until these matters are resolved to the satisfaction of the City Council.

Voss made a motion to table the JPA Between the City of East Bethel and Anoka County Hwy. Dept. for the Signalization Project at 221st Ave. and Hwy. 65. Moegerle seconded; all in favor, motion carries.

Res. 2011-26
Amending Fee
Schedule

Davis explained that in order to charge for electrical inspections Council needs to amend the 2011 Fee Schedule to include rates for this service. Attached in your packet are the proposed rates.

Staff recommends approval of Resolution 2011-26 Modifying the Fee Schedule

Voss made a motion to adopt Resolution 2011-26 Modifying the Fee Schedule. Lawrence seconded. Moegerle asked how do these rates compare to surrounding cities.

Davis said the are equal or less than we did a rate comparison and most of them we are less. Voss asked so come the end of 2011 when we do the fee schedule for 2012 this will be part of it then? Davis said that is correct. Voss said so there is no need to put this as also 2012. Davis said no. **All in favor, motion carries.**

Contract for
Electrical
Inspection
Services

Davis explained that staff has revised Chapter 14 Buildings and Building Regulations to include permitting, and inspections of the State Electrical Code. State statute 326B.36 Subdivision 6 allows a political subdivision to provide for inspections within its jurisdiction.

Mr. Brian Nelson with Electrical Inspection Service currently conducts inspections in East Bethel for the state under contract. He currently complies with the license requirements regulated under State Statute 326B.33 subdivision 1.

Staff recommends approval.

Moegerle asked is there any requirement we put this out for competitive bid, or doesn't it reach the amount. Vierling said no, because this is a service.

Voss made a motion to approve contracting with Brian Nelson for Electrical Inspection Services. Lawrence seconded. DeRoche asked how did we come up with this gentlemen? Davis said he currently does the electrical inspection services in the East Bethel area under the state contract, he has a satisfactory reputation, he is an East Bethel resident and we feel like he would do a good job. DeRoche said if we are contracting him through the state, don't understand why we are taking him on as a subcontractor. Davis said what we would do is if we have an electrical inspection is we would notify Mr. Nelson and then Mr. Nelson does the electrical inspection. He said prior to this people notified the state and he was assigned the electrical inspections and the state collected the fees. Davis said the only difference now is we collect the fees and we pay Mr. Nelson from the proceeds. DeRoche asked and we collect 25% and they get 75%, is that pretty normal? Davis said yes. **All in favor, motion carries.**

Business
Prospect

Davis explained staff presented a proposal for a business prospect to City Council at their October 19, 2011 meeting. This business prospect has indicated that they will make a decision on the location of their facility by the no later than the end of December 2011. In order to make that decision this business needs all the information regarding fees and costs for the East Bethel site to compare to a site in Blaine. The following fixed City fees would be charged to the prospect: Park Dedication Fees, Building Permit Fees and City SAC and WAC Fees.

It is projected that the facility that will be constructed by the prospect will be a service repair facility of 60,000 SF and initially employ approximately 60 employees. Based on this information and requirements listed in the MCES SAC Manual, this property would assigned 10 SAC (ERU's) units. The total cost for one (1) SAC (ERU) unit is \$17,000. The component costs for the individual SAC (ERU's) units for 2012 are as follows:

MCES SAC fee	\$3,400
City SAC & WAC fees	\$5,600
Lateral Benefit Assessment	<u>\$8,000</u>
Total per unit SAC(ERU) charge	\$17,000

It is recommended by staff that this facility be granted a reduction of one (1) City SAC and WAC unit thus bring the total to 10 SAC units due for payment to MCES and 9 SAC &

WAC units payable to the City of East Bethel upon issuance of a building permit. The costs for the SAC and WAC units would be as follows:

MCES SAC units, 10@ \$3,400	\$34,000
City SAC and WAC units, 9@ \$5,600	<u>\$50,400</u>
Total SAC and WAC fees due upon issuance of a building permit	\$84,400

The other component of the City utility cost (SAC/ERU) is the lateral benefit assessment. Each SAC(ERU) unit is also charged \$8,000 per SAC unit for this cost. The cost to the prospect for this charge would be:

Lateral Benefit Assessment Charge, 9@ \$8,000	\$72,000
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Part of the Lateral Benefit Assessment Charge (LBAC) covers street restoration. The proposal the developer is presenting would require no street restoration as there is currently no paved or developed City street fronting the parcel to be developed for the prospect. The street would be built as part of the development plan to access the site and at the developer's expense. The street restoration charge is 27% of the LBAC (total construction cost less the sewer and water trunk main costs of \$2,879,461/\$769,969 of street restoration costs). Therefore since no street restoration costs will be required for this portion of the project, it is proposed that the developer receive a credit of 27% of his total LBAC which would amount to:

Credit for deduct of street restoration costs from the LBAC (<u>\$72,000 X 0.27 = \$19,521</u>)	<\$19,521>
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The total City Fees for the developer would be as follows:

Park Dedication Fees (as described above)	\$ 1,947.40
MCES SAC units, 10@ \$3,400	\$34,000.00
City SAC and WAC units, 9@ \$5,600	\$50,400.00
Lateral Benefit Assessment Charge, 9@ \$8,000	\$72,000.00
Street restoration cost credit	<u><\$19,521></u>
Total City Fees Due (NIC building permit fees)	\$138,826.40

It is also recommended by staff that the type of business proposed by the prospect be permitted and is compatible under the current B-3 Zoning that affects this area.

The developer will have approximately 10 acres remaining for future development. It is recommended by staff that SAC assignments for future developments occurring on this property be completed based on the use of the property according to the MCES SAC Manual and fees for these charges be collected at the issuance of building permits for these developments.

Physical impact is as follows:

1. Based on a minimum valuation of \$2,000,000 this business would pay \$17,000 annually in taxes to the city. The current tax liability on this site is approximately \$200 to the City;
2. This project would provide 10 MCES ERU's that would be approximately 13% of 2013 minimum goal;

3. This project would provide an additional customer that would generate approximately 100,000 gallons of effluent and water use for our new system which is challenged for customers. The addition of new connections is critical to meet our minimum flow requirements and avoid up to a \$150 surcharge on customers if minimum flow requirements cannot be attained;
4. This project would have a multiplier effect on local business with the addition of a new employee base that could access services in the City; and;
5. The benefits to the City are in excess of the costs the City will forgo in granting SAC relief to the developer.

Staff recommends City Council consider granting the following to the developer as means to be competitive with the City of Blaine in the recruiting of a new business to East Bethel that will employ 60-75 persons and add a minimum of \$2,000,000 to the tax base:

1. Reduce the current projected SAC(ERU) assignment by 1;
2. Credit \$19,521 to the developer on his lateral benefit assessment;
3. Finance the balance of the lateral benefit assessment over a term of 10 to 20 years at an interest rate of 4.5 to 5.5 % through an assessment on the property with the terms and interest rates to be determined by City Council and payment commencing in 2013;
4. Consider the use of property as permissible in the B-3 Zone;
5. Require no payment of ERU charges on the remaining undeveloped portion of this parcel until such time that it is subdivided and/or developed;
6. Require that Ulysses Street, while built to City standards, only be extended to access the proposed site and the undeveloped lot north of Village Bank at the developers expense; and;
7. This offer shall expire in 90 days unless otherwise renewed by City Council.

Staff feels that these are incentives that need to be offered to attract this business to East Bethel. Voss asked on the page where you calculated your credit for street restoration, in parentheses below you are taking 13% x 7300. Davis said he sent an e-mail corrected copy out of that this morning. He said it should have been 27%. Voss said so what you have in the column \$19,521 is correct. Davis said yes. He said also under that is a \$17,300 that should be \$72,000. Voss asked so your goal for credits on page three is actually \$19,521? Davis said that is correct. DeRoche asked is this setting precedent. Davis said it most certainly is and it is one that we are going to have to utilize on most if not all businesses that we try to attract to East Bethel. He said however this precedent from a financial impact is really very minor, we will recover essentially all of it. Voss asked on the last page is the proposed site, so this is not on remaining property, but on remaining of this proposed site? Davis said that is correct. Voss said after it has been subdivided. Davis said that is correct. He said there is 15 acres, they are proposing to use approximately 5 acres. Voss said so they will be platting it. Davis said it is an outlot now. Voss said they will have to plat and they will carve another outlot out of that. Davis said that is correct.

Voss said so this is setting another precedent that he thinks is more problematic. He said on that drawing, if he understands it right. Voss said there is 120 feet of road frontage and the minimum standard is 200 feet. He said we haven't granted a variance like that in 10 years. Voss asked is there an issue with making that so it has 200 feet of road frontage? Davis said he thinks that could be worked out. The line on here is not precise. Davis said Jochum has indicated that there will be a pond requirement on the property. He said so this could be shifted to the south portion of the property, that would give them more road frontage, and if that is the case we could make that a requirement. Voss said he understands and likes the

idea of bringing the business in, he thinks it would be a good business.

Voss said the discussions we have had on the ERU reduction policy were based on existing businesses and he thought we agreed at least in principle on allowing them only for existing businesses. He said and now here we are doing this for a new business. Davis said he thinks you can make a case for doing this for a new business because this is part of the assessed area. He said this whole 15 acre parcel got a preliminary assessment of 45 ERUs. Davis said and that is based on 800 gallons per acre. DeRoche asked if staff had the original ERU breakdown that Bolton and Menk did for all the properties. He said his concern with this is we don't have an ERU policy, this basically sets it up. Voss said he doesn't think it sets it up because there is no basis behind it. DeRoche said if we did this for them, then every existing business is going to expect at least one ERU reduction and at \$17,000 you get another reduction. Voss said he would rather have that incentive be in something to do with roads and parks. He said we are trying to establish an ERU reduction policy for existing businesses. Voss said the other side of this is if we are willing to drop this for new business, then we should be willing to drop even more for existing businesses then. He said he is not happy with the ERU, does that \$17,000 make or break the deal.

Davis said he can't say if it does or doesn't. He said all he has been told that we need to do some things to make it more competitive with the Blaine site. Davis said this was generally discussed with the developer and he seemed to think he could take this to the business and maybe be successful with this package right here. Moegerle said she attended that meeting with the developer as an EDA person. She said and it was very clear that the SAC and WAC charges are substantially less in Blaine, like \$14,500 an ERU. The business would like to be in East Bethel for non-financial reasons, emotional reasons there, but ultimately sounds like the decision will be a financial one. She said to her, she is not thrilled, she would like the payback to be over 10 years at the most, and other things, but the reality is beggars can't be choosers. Voss said he is not uncomfortable with the amount, he is uncomfortable with the means. It is always about the means and how you do things. He said if we are talking about \$17,000 why not have it as a relocation cost from EDA. This is not an existing business, it is a new business. Moegerle said the EDA doesn't have any money. Voss said that is what we are supposed to be doing with our EDA. He said we can tell them we can offset some of your relocation costs. Voss said if we reduce the ERUs here, we have to do it for everyone.

Moegerle asked the city attorney is that a valid argument. She asked is that your experience if you do it for one, you do it for all. Vierling said you can certainly expect that once you have done it, it will be sited by the people that come through the door. He said and he agrees it is not so much what you do but how you get there. Vierling said we have suggested and he realizes it is not popular with everyone that cities consider tax abatement. He said you preserve your ERUs, you preserve your fee structure and you just go to an abatement of tax for a period of years under the statute. Vierling said that might be far more preferable than to whittle away at user fees in terms of other existing businesses and new businesses coming in. He said abatement works much the same way as a tax increment. Vierling said it is a single application at reduction of relocating of by abating their taxes over a number of years to their city. Voss asked and you don't have to go to the state to do this. Vierling said you don't. Voss said and we can do it on a per parcel basis. Vierling said and the best part of this is you don't have to advance any funds. He said they are just getting rebated their taxes from the city for a number of years, the city portion of the taxes. Voss said that would be his suggestion. He said he would tell the developer we are uncomfortable with the ERU reduction. He asked Davis if he has presented these numbers to the business owner/developer. Davis said we have talked about these numbers. Voss said but they are

only going to look at the bottom line.

Moegerle said we could do a not to exceed \$140,000, not to included building permit fees, and how you get there to be determined. Davis said he would like to have something to bring them by tomorrow. Voss said you are asking us to allow this as permissible in B-3. Davis said he thinks there were some questions about whether it was permitted in B-3 last time. He said he thinks you could make an argument for it. Davis said with what is there now, he thinks it certainly is. He thinks there are only a couple parcels attractive to commercial development. Davis said he regards this as service area. Voss asked is the whole area set up as B-3. Davis said yes. He said he will be looking for this in our comp plan update, look to have some other uses permitted. DeRoche asked what other benefits will you be looking for on this other 10 acres. Davis said that will be determined on what will come in for there. The city incentives to these people will be determined on what they can bring to the city. DeRoche said if he moves his business is he bringing his current employees. Voss said his is a light industrial business and in the past we have talked about this area as being more of a service and retail area, he is not saying this can't fit in the back there. DeRoche said and that is the City Center area, is going to be the downtown of East Bethel.

Davis said if you want to look at tax abatement we can do that. He said if you are uncomfortable with an ERU reduction, he appreciates that. Davis said if you are comfortable saying we can grant this up to \$140,000 and do tax abatement and lateral benefit that is fine. DeRoche said to be honest with you he is. Davis said this is information they requested and it would be very advantageous if we could provide it to them by tomorrow. DeRoche asked how do we always get in these situations where it has to be done by tomorrow. He said he understands, but if you aren't involved in the meetings and you don't have the information, it is hard to do. He has never been one to flip a switch and make a decision. DeRoche said he knows what his feelings are about ERUs and he doesn't think they are going to change. He said that seems to be we have to have so many ERUs to make the bonds. Davis said we have some flexibility we these initial ERUs. He said we provided you with this information at the work meeting. Davis said we need to take a strong look at this with existing businesses so we can give them some reductions. He said where we need to look at this is when they compound.

Lawrence said he thinks the tax abatement looks favorable to him because that keeps us from getting too muddled up in the ERU Reduction Policy. Moegerle said she thinks if we say the incentives are capped at \$140,000 would be good. She said and financing limited up to 10 years. Davis said that is Council's prerogative to set those terms, he did 20 years because of the bond terms. Voss said his big hang-up is how this business fits within this development area, if they are on the level of architectural standards of the bank great. The bank was setting the seed for the architectural standards. Davis said from a commercial standpoint, the lot at 187th and Ulysses will probably be developed commercial. Lawrence said south of that we can zone that just for commercial. Davis said he doesn't envision much retail going in this spot, because from a traffic standpoint it is on the wrong side of the highway. Voss said he would like to see a plan for the entire parcel, that would make him feel more comfortable. Moegerle said one thing we know is if it is going beside Village Bank they have an incentive to look nice. She said but there is incentive there. Moegerle said there is some visibility from Hwy. 65 and if it is architectural and maybe that is what that MIDS helps us do. She said she thinks we have to give this a shot. Moegerle said she thinks we say the incentives are capped at \$140,000.

Voss said he think the message back is the dollar amount is fine, but we need to know a little

bit more about the intention for the whole property. He said on how this building is going to look. Voss said they have to have some kind of idea because they have to know what their investment is going to be. He said they must have some kind of idea what kind of building they are going to build and if they can share that. Voss said if they can get over those hurdles and we get over the financial hurdles, he thinks it would be fine.

Moegerle asked if Council could meet on this before the holiday. She said if he wants this tomorrow, and you give him this news, how soon is he going to want to hear back from you, to get back for more direction if he wants that. Davis said he thinks we are going to want to do something as soon as possible, probably one day next week. He said in the meantime we can ask him to supply some more information on the items we have discussed here. Perhaps his plans for the rest of the parcel. Davis said he doesn't know that he has a design for the building yet, he hasn't shown us them so he suspects he doesn't, but he will inquire about that. He said if he can go to him with this and say if you can satisfy some of these items with Council then we anticipate that your fees will be capped at this much and then we will work out how we get to this figure. Moegerle said she thinks we should indicate that we can meet on this date and time with him to show our good faith also, so what works with everyone's schedules. Voss said his concern is dollars and think there is consensus on the dollars. He said and our concern is how this fits within the property and that is up to them to show how it sits on this property. Voss said we don't even know where on this lot it is going. He said they haven't gone this far without doing some preliminary drawings. Moegerle asked can we schedule the meeting for Tuesday at 6:30 p.m. Davis said this would be a special meeting so we can take action on it. Voss said we can't take any action on this before it goes to Planning Commission. Davis said we can guarantee numbers, but we wouldn't be approving the design.

Council consensus was to schedule a special meeting for Tuesday, November 22, 2011 at 6:30 p.m. to discuss any issues with the developer and have them bring in some sketches of what they are planning to do on the property so Council can get a better idea. Invite the developer so if there are questions they can be asked.

Council
Member
Report –
DeRoche

DeRoche said he would like to see because personally he doesn't know what goes on during the week here. He said he would like a couple one liners this is what we re doing, this is the direction we are going. DeRoche said what are they doing, he doesn't know what the fire department is doing. Moegerle said you should shadow staff. DeRoche said he would rather not have to do that. He said he sees the building official's report, the are really vague and he would like to see what people are complaining about. Is it because animals are running around, people are having loud parties, what is going on in the city. DeRoche said we don't have any real idea other then when we go out and talk to people we don't have any idea. Davis said as far as the building official's report he told him to prepare a brief report, if you want more information he can get it to you. DeRoche said he talks to people in the north end, what is going on, what do you think. He talks to people in his area and asks the same thing. DeRoche said to him it is our job to find out what the people want, and then we try to figure out if it can be done or not and without knowing what is going on here, what do we do. He would like to have answers when people ask me, rather than "I don't know."

DeRoche said if there were more meetings with the fire department, when it went to quarterly it doesn't make sense. He said you go there, you listen to them talk and then you go home. DeRoche said there is no continuity, no continuity with the training there. He said he doesn't even know the status of five fire fighters we were going to bring on. Davis said they are waiting for the test results to come back. DeRoche asked how did they took the

state agility tests. Davis said he is not sure, but there are some other tests they are waiting on some scores to come back on.

DeRoche said thought it was lame on the news where a couple of hunters shot some care dogs. He said a lady had two beautiful German shepherds she was training to work with people she went outside and a minute later she heard about 5 shots. DeRoche said she approached the hunters and talked to them and they just laughed at her. He said it is a sad situation. DeRoche said he did a tour with the city administrator and they went and looked at some things including the water tower. He said that is coming up real good.

Council
Member
Report -

Moegerle said one of the things staff did was talk to Ann Gemmal from the Law School she is taking a land use course there and she interviewed Jack and I and Stephanie. She said she had to ask her what would it take for you to move out here and basically her answer was transportation. Moegerle said she went to a meeting of the Sandhill Crane Wildlife Management Group. She said the state was there, Anoka County, DNR, the MPCA and it was very interesting. Moegerle said they haven't met for 2 ½ years, one of the highlights was taking a tour of the landfill site and going to the top of the hill and you could see all of those lakes out there. She said it is too bad that site cannot be used for a sledding hill because that would be fabulous. Moegerle said we have had several meetings about EDA and business prospects and we are starting make more progress to get names of businesses that we would like to see expand here. She said the thing with MidContinent just enforces that we need to have our e-mail with Roseville here because if those providers go down then we would lose all those e-mails that we get from Jack that keep us busy. Moegerle asked Vierling he had said he would give us a comparison on flat fees and hourly. Vierling said it is very close but you are money ahead with the hourly.

Council
Member
Report -

Voss asked the Tierney project wasn't that supposed to start by now. Jochum said they are doing it tomorrow. He said it was delayed. Davis said and Jochum and I are meeting with Mr. Tierney tomorrow at East Front Blvd. Voss asked the ERU Policy, where did we leave it and where are we going with it. Davis said we left it with going back to the EDA, but we kicked around some stuff and decided the EDA doesn't have any money so we are going to have to have another work session. Voss said they don't have any money right now but they could. Davis said that doesn't totally take them out of the equation. He said unfortunately from an EDA standpoint, they won't have any money within the next year when we need to address this for the existing businesses. Davis said but he thinks it is something hopefully they will be able to participate in sometime in the future to offer incentives for new and/or existing businesses.

Council
Member
Report -

Lawrence said he has a couple things. He said there is a Local Government Officials meeting coming up that should be interesting on November 30th. Lawrence said and he is still getting complaints, we just can't get those triplicates out for our pumpers. Moegerle said she doesn't understand that. Lawrence said whenever they apply for their septic to be pumped, everybody around us does triplicate paperwork and we do a single copy and it bogs the work down a bit. Moegerle said that reminds me about the GeoCaching, do they have that down yet. Davis said that is something that Park Commission is working on. He said he thinks their goal is by springtime.

Closed Session
– GRE
Lawsuit

Vierling said for the benefit of the public and for the record staff is recommending we go into closed session per MN. Statute 13.D to discuss issues relative to litigation regarding GRE, a Minnesota Cooperative Corporation vs. the City of East Bethel, Anoka County Court File 02-CV-115368. Council will reconvene after the session to announce any action that

has been taken.

DeRoche made a motion to go into closed session to discuss the GRE Lawsuit. Moegerle seconded; all in favor, motion carries.

Vierling said for the record and for the benefit of the public the City Council has concluded the closed session regarding GRE, a Minnesota Cooperative Corporation vs. the City of East Bethel, Anoka County Court File 02-CV-115368. Council took no specific motions during the course of the meeting, but did consult with counsel regarding strategy and concept of settlement. The closed session was attended by all members of the City Council with exception of Council Member Boyer who was absent, Jack Davis, Wendy Warren, Jim Stommen, myself and no others.

Adjourn

Lawrence made a motion to adjourn at 11:50 PM. Moegerle seconded; all in favor, motion carries.

Attest:

Wendy Warren
Deputy City Clerk

DRAFT

EAST BETHEL CITY COUNCIL WORK MEETING

October 27, 2011

The East Bethel City Council met on October 27, 2011 for a work meeting at City Hall.

MEMBERS PRESENT: Bob DeRoche Richard Lawrence Steve Voss

MEMBERS EXCUSED: Bill Boyer Heidi Moegerle

ALSO PRESENT: Jack Davis, City Administrator
 Rita Pierce, Fiscal and Support Services Director

Call to Order The October 27, 2011 City Council work meeting was called to order by Mayor Lawrence at 8:00 PM.

Adopt Agenda **Lawrence made a motion to adopt the October 27, 2011 City Council Work Meeting Agenda. DeRoche seconded; all in favor, motion carries.**

Davis said we are here to discuss an ERU Reduction Policy. He said we had previously discussed the ERU Reduction Policy based on water usage but after looking at it he doesn't think it fits our purposes. The main reason is water usage doesn't relate to the main way we need to generate funds for the project cost. Most of the people we have that will be hooking up to our system will be low volume water users. Davis said to meet the ERUs that are necessary and assigned to this project to generate the revenue to pay off the bonds is not going to match what water use is going to provide. He said the other thing about water use is it is something that would have to be monitored; meters would have to be installed. Davis said and he doesn't think that is a policy that is going to be applicable to our situation.

Davis said he has proposed another way to do this and generally it is just based on starting out with giving everyone that is going to hook up a one ERU reduction. Further reductions would be given based on the amount of property tax that the businesses pay, and that could be broken down in increments. He said based on the number that he used was \$17,000. Davis said there is no magic in the \$17,000; he used this because it is an equivalent to one ERU including the Met Council SAC fee. He said if you based it on that, and divide it into the property taxes each owner pays that would come up to another ERU reduction. Davis said however, if the ERU reduction was one to begin with, they wouldn't be entitled to any further ERU reduction, or he wouldn't recommend we reduce it beyond one ERU.

Davis said if you follow this, the first attachment shows the property owners in the Phase One segment which is the west side of Hwy. 65. Includes their ERUs assignments given by the Met Council, provided by Bolton and Menk and their 2011 property taxes. At bottom of page there is a total of 111 ERUs. In Bolton and Menks Phase One study they had 150 ERUs. He said the difference is when we downgraded the water plant the ERUs went from 40 for proposed water plant to 1 for the existing. Davis said so we are down 39 ERUs to begin with.

Davis said attachment 2 is a map that shows developed properties and vacant lots. He said the shaded areas are vacant properties within the west side Phase One project area, in the assessed area. There is one property in lower southwest corner, MCES WTF site originally they were looking at being assigned 2 ERUs they might not be assigned any. Davis said

what we have here is for existing businesses already there 51 ERUs assigned and for lots not developed 60 ERUs assigned.

Davis said attachment 3 is a breakdown of property owners, acreage and taxes paid. This again is just the assessed properties on the west side of Hwy. 65. Voss asked out of curiosity, Landwehr's corner property, why are they assigned 5 ERUs. He said there is nothing there; it is just an empty lot. Davis said that puzzled him also. He said this is one that we may have to look at. Davis said it may be because it is a corner lot. He said but if you look at the other corner lot, Rickey's they have a building and they were only assigned 2 ERUs. Davis said maybe it was because at the time there was a proposal for a business to go in there. Voss said well it is a restaurant corner. Davis said that may be the reasoning. Lawrence said the two on the far side are only 1 ERU. Davis said this might be the most valuable corner with the exception of the one owned by CDC Properties.

DeRoche asked how did the City have ERUs assigned on the water treatment plant when the City owns it. Davis said the ERUs are assigned by the Met Council. The Met Council designation. Davis said they will be a customer of the sewer system so that is why they have to have an ERU designation and have to pay that fee to Met Council. Voss said the original design of the plant had backwash, that is why they were assigned. Lawrence said Met Council they will be hooked up to the City water. Davis said this is for city sewer not for water; this is the ERUs for sewer usage. He said and guessing since they are the sewer plant that exempts them from their own rules. Voss said we are not building anything for it either. He said we are not constructing anything for that plant; it is external piping right into that system. Davis said the only thing they will do is they will pay a City SAC water fee. Lawrence said this doesn't make sense to him, if you are on a sewer line, anybody on the sewer line should have to pay a fee. Davis said but they are on their own sewer line. Lawrence said he gets the whole theory behind it but, it is East Bethel property they are buying to be in East Bethel. Anybody in East Bethel has to pay a SAC and WAC. Voss said but that it is private property. He said our charges are for our lines. Voss said he doesn't disagree that it makes sense politically for them to pay it, but technically they are not using the city's resources at all. He said we are not putting any pipe on that property. Davis said if you look at the map the pipe going along 185th is interceptor and that is what they would essentially connecting into. He said going up Buchanan and Ulysses Street is collector lines, this is city lines, and we are responsible for this.

Davis said on attachment 4 is a list of businesses on the east side of Hwy. 65 and their acreage and their property taxes.

Davis said and attachment 5 is a further breakdown of the businesses on the east side of Hwy. 65 shows an ERU assignment based on the Met Council SAC manual. These ERU assignments haven't been verified by Met Council. These are subject to change. Davis said these are ones that Craig Jochum from Hakanson Anderson Assoc. developed for us. He said we think they are really close, there may be a variation of a couple but most should be right on the money. In this area there is a total of 56 ERUs with the biggest user being Route 65 Pub & Grub restaurant. Davis said the following page is map that keys in where the businesses are located. Lawrence asked how many that is for Pub & Grub. Davis said 13 ERUs. He said that is based on the number of seats and square footage of the building. Voss said under the notes it says "includes 75% reductions" what does that mean? Davis said he will have to check with Jochum, but he just thinks that is based on the number of seats there is a reduction number formulated in the calculation. Voss said it is not a reduction of ERUs. Davis said no it is not.

Davis said attachment 7 is a map that shows the locations of the properties on the east side that are within a ¼ mile of east stub that are adjacent that can be developed. His figures of acreage if you start at the northern most one which is a 40 acre tract, and proceed south (21.9 acres) owned by Able properties, 40 acres mostly wet owned by Viking Meadows and further south 4 tracts owned by Walt and Doug Osborne that total approximately 85 acres.

Davis said map on attachment 8 is just a larger blow up of that, but also shows within the Phase One project area on the south side T & G Land and Village Green Trailer Park own acreage which would be available for development.

Davis said so we put together a scenario whereby on the west side we gave each of the connections, each business a 1 ERU reduction in the tables. And then based on the tax values and the increment of \$17,000 we gave them further ERU reductions appropriate to that division. Anyone that had 2 ERU reductions was automatically reduced to 1 therefore they didn't qualify for any further reductions and anyone that had 1 ERU didn't qualify for anything (only 4 properties). Davis said the biggest beneficiaries of this reduction were the theater and the bank. He said he thinks the theatre got about 3.7 ERU reductions and the bank got about a little over 3 also. DeRoche said the theatre went from 37 to 27 because we are not counting that 10 acres they owned. Davis said the 37 ERUs is for the Mueller Properties, there is only 27 for the theatre, but they own 5 other lots there that were valued at 2 ERUs each.

Davis said the important thing is on whatever policy we develop is we have to make sure we have the cash flow on this. DeRoche said being the devils advocate here, if we do all the reductions, we are kind of walking on the line without making any reductions, correct? Davis said what he wanted to do was go over the different scenarios of making the reductions and how it affected the total ERUs and how it affects the cash flow on this. He said this is the next eight pages of the attachments. DeRoche said to him it would make more sense to make reductions to businesses to draw them in. He asked is this to keep the existing businesses from checking out? Davis said to him this is working with our existing businesses. He said this is keeping the existing businesses and he is sure there are some instances where these ERU assignments if we use the total are going to impose some severe hardship to some of these existing businesses now. Davis said also too, he thinks it is important in any type of economic program, you can't forget your existing businesses. He said it is a whole lot easier to retain a job than it is to recruit one and bring it in. He said if we do something for existing businesses, in the future when we need to do something with new business and we offer them some type of incentive package this kind of equalizes the argument. It will be very clear that we are interested in helping the people that are here.

DeRoche said he understands what you are saying, but reasoning that in his brain, but when the figures were all put together certain ERUs were assigned. He said he is a little confused as to why it wasn't put in to work with the other businesses prior to anything happening. DeRoche said when they were designing it and coming up with all the figures why they didn't take that into consideration then. He said because it is his understanding we are at a 150 ERUs the first year. DeRoche asked how many do we have to come up with the second year? Davis said that is where this whole process becomes a little bit more challenging. He said the first 2-3 years of the project we are going to be okay. Davis said but after that if we don't get some significant development not only for 2015 and 2016, but each of the subsequent years we are going to have some problems in meeting our bond obligations. He said there are a couple things that can be done if we don't meet those. Davis said there is a

Reserve Capacity Loan that Met Council will extend to us. He said what that does is kind of just extends our payments out. DeRoche asked with higher interest? Davis said he will have to check on that. He said those are things we are going to have to look at in 3-4 years. Davis said hopefully some of the things we are trying to lay the groundwork with now such as the EDA, business recruitment and economic development programs will bear fruit and produce some of the growth that will be needed to generate revenue to meet all of our obligations.

DeRoche said he thinks this can't be put on the back burner and then in three years have it come up. He said whether he is on the Council or not, something has to be done to deal with it. DeRoche said and rather than just leave it on the back burner something has to be going to try to come up with a resolve before it does hit. Davis said the policy he is looking at for the ERU Reduction is for existing businesses only at this point. He said it is a one time offer. Davis said and it is one that he would propose the businesses would have to exercise this option, (we will have to have an assessment hearing) they will have to get on board by this time next year. He said he thinks that is critical because it will show if we can get some of these connections and fees started by the end of next year it greatly affects the way this thing cash flows. Our ERU cost is \$17,000, Met Council gets \$3,400 right off the top, the City SAC and WAC fee is are \$5,600 that leaves us a balance of \$8,000. That is called a lateral benefit assessment. Davis said that is an assessed cost and the way that was figured in the original figure cash flow projections by Bolton and Menk and Schunich was this would be assessed at \$8,000 over 20 years at 4.5%. He said so that gives some financing flexibility and also some options for people to make the payments on this. Davis said in other words over half of this can be financed over 20 years at 4.5%. He said one of the other things we can look at besides ERU Reduction to minimize exposure is if you pay it off in one year; we might want to consider a lower interest rate. Or we might give you a little more ERU reduction. Some of these places if we finance for 20 years, it is like everything else, the whole landscape is changing, hopefully they will still be there, but some of them will probably close. Davis said then we will be involved in collecting our moneys through the back taxes. He said he thinks there are some things we can do with interest programs to give them incentives to pay these things off quicker. Davis said and maybe we can develop programs to partner with the local banks that they will help these people out and give them loans to provide that so they can pay that upfront as quickly as possible.

DeRoche asked the businesses on the east side, are those going to be a mandatory hookup? Davis said what we would have to do is establish a sewer district and it would be his intention that if we extend the service over there that everyone would have to hook up. Voss said that is the only way utilities work. Davis said yes, you can't exempt some. DeRoche said what is to say we are not going to drive some of the little guys out like S & S or George's Boat. He said some of the people that if it comes in and they are leasing the property and the person that owns it says now that sewer and water is coming in we have to jack your payments up. DeRoche said people may say "You know what that is why we left Blaine, so now we should look somewhere else." Davis said he has had two meetings with the property owners over there. He said only one person has been opposed. Davis said they are going to end up with 1 ERU. He said he is going to owe \$9,000 up front and then \$8,000 will be financed at 20 years at 4.5% (the way this is projected to be set up) \$610 per year. Lawrence asked isn't 20 years a long time. Voss said this is one of the things we need to look at, because we had originally looked at 5 years. Davis said they had talked 20 years to go with the term of the bond. Voss asked are these special assessments so that when the property is sold they have to be paid off. Davis said he thinks that is something we can work on. Voss said because don't most special assessments need to be paid when the property is sold? Davis said they do and he thinks that would be more beneficial to us.

Davis said on the east side if we adopted this policy, if you go back to the table on attachment 5 you can see notations on right side of page those would be the estimated ERUs for those businesses. He said only five would have more than 1 ERU based on that policy. Davis said again we had two meetings with this group and only one person objected. He said most all of them at the first meeting were cautiously optimistic, and at the second meeting there was a lot more interest especially when we told them the City was considering some type of ERU Reduction Policy. Davis said we didn't promise them anything, and we also told them there would probably be some terms for financing part of it. He said their real excitement is not only the water and sewer but also that they would be getting a whole new street out of this. That really appealed to all of them. We did tell them there would be curb and gutter and storm sewer. Voss said for the businesses on east side that you spoke to, did you talk to all of them. Davis said we talked to all but about 3 or 4 of the property owners, either by phone, e-mail or meeting.

Lawrence said the immediate problem we have is lack of users. He said and not servicing the east side would maybe bring us to the point of having financial problems faster than not servicing the east side. Voss asked how many ERUs do we have. Davis said 51 ERUs for existing users on west side. He said 60 ERUs for the vacant lots. Voss said so we are off to a start.

Davis said lets go over the cash flows. He said on alternative 1 assumes we have no connections in 2012, and the 110 connections on the west side we have ½ in 2013 and ½ in 2014. Davis said this shows where this will cash flow until 2016. He said we didn't take it past there just because compounding and he thinks it is just too far out in the future to try to make some analyzations. Voss so we are adding 50 in 2015? Davis said 55 in 2013. DeRoche said we have to pay for those whether they are there or not. Lawrence said that is the west side right? Davis said this is the west side only. He said we are going to have to meet the ERU goals that Met Council has established for us. Davis said the debt payments are taken straight from the bond payment schedule. This shows what the 55 connections would be, City SAC and WAC charge. Specials Assessments would be the money we would get back from the \$8,000 lateral benefit assessment. Davis said this is going right off the Bolton and Menk and Schunicht Report. He said the only difference is they had 75 in 2013 and 75 in 2014 and we lost the 39 because of the water treatment plant.

Lawrence said so we will be short 176,000 in 2013. Davis said yes, we will be short \$176,000. Pierce said our bond council is checking to see how much in unspent bond proceeds we can leave out there. She believes what was projected was excessive. Pierce said bond council has said it can be used towards other infrastructure projects. DeRoche said even though we lost the ERUs for the water treatment plant ERUs we saved 4 million dollars. Davis said yes, but you can't put the 4 million towards the bond payment. He said that is why we started looking at how we could get more ERUs and why we are looking at the east side. Davis said if we go to the east side we can get anywhere from 36-56 ERUs right off the bat. He said plus we are opening up another 140-150 acres for potential development. DeRoche said but these figures are based on we will get 150, plus in 2013 we will get 55 more. Davis said these figures are based on the assumptions that we will get those number of connections in those years. DeRoche said and in 2015 we need 200 connections. Davis said that is correct. Voss said the first 55 we have. Davis said the first 51 we have. He said and there is the possibility that we have the others too. Davis said when he says the undeveloped lots; those are in the assessed properties. He said so those can be charged. Davis said he would hope we can come up with some kind of policy where we

don't have to charge those people until they actually develop.

Lawrence asked is that the way it is typically done. Davis said it can be done anyway, but this is the way it was set up here. He said anything within the Phase One was considered the assessment area. DeRoche asked rather than an ERU reduction, has it been looked at to give a tax reduction? Davis said he personally would like to avoid anything with tax breaks. Voss said the ERU Reduction for existing businesses addresses. He said and it recognizes the businesses that were here in this area, our existing business base, although there is no benefit to the city, they have already made investments in the City infrastructure, some have done it twice. Voss said and as Davis mentioned, we are also showing the sensitivity that we are supporting the businesses that are here and we want businesses that are here to grow. He said and it is important the existing businesses, but is even more important for the new businesses that are looking to come here that see that we recognize the existing business base and that we are doing what we can to keep that business base and strengthen it. Voss said if they are going to ask for breaks they are going to ask for infrastructure breaks, roads, generally it is not sewer and water.

Davis said at some point we might be faced with a development situation, where we have a development that is that is knocking it out of the park, that we may have to consider something like that, but that would be for something that is going to bring in like 300 jobs or add 5 million dollars to the tax roll. He said as far as tax breaks for existing things, he thinks it is much cleaner just to do the ERU reduction for them, keep the policy as simple as possible. Davis said he doesn't want to have to come up with some real complicated policy. DeRoche said he thinks we have explored all avenues. He said he is all for helping the businesses. DeRoche said he is also in his mind saying that would be great if the commitment had not been made and the ERU numbers set as high as they were. He said because then there would have been something to work with.

Davis said alternative 2 shows what happens if we get connections in 2012. He said the west side and east side connections and based on the ERU Reduction Policy. Davis said if we do this we wind up with about 81 connections in 2012 and we still kept the 55 in 2013. He said if we use this scenario we get in a negative cash flow in 2014, still good through 2016. Davis said we have a balloon payment in 2016 and 2017.

Davis said alternative 3 shows what would happen if we got west side connections only. He said and alternative 4 shows 66 connections on west side no ERU reductions. Davis said alternative 5 is the same thing, but adds east side connections with no ERU reductions.

Davis said the more we can generate and start in 2012 the better we are going to be. Voss said if he remembers right we told the businesses that 2013 was the hook up and if we go to 2012 it is putting even more burden on them. He said perhaps we could have an incentive to hook up and give them a break, not significant, but some sort of break. Davis said he understands if that commitment was made. He said but it will be difficult to get this all done by 2012 anyways. Davis said but certain incentives we should look at are on the financing like if someone has 1 ERU and it is projected 20 years at 4.5% and we say if you pay this off in one year we will charge you just what the bond interest is. Lawrence said you might have people that are encouraged to pay before they hook up. Davis said if we tell them if they pay up front and we will give them an additional ERU credit, it won't make or break this project. He said what will make or break this project is what will happen in two or three years. Lawrence said yes, we have to get the big businesses to come here, or otherwise we are in trouble. Davis said and residential growth.

Voss said to him it comes back to how the city deals with the existing businesses and that is going to have a reflection on any business that looks at developing here. Lawrence said he thinks what is going to happen is this is showing other businesses we are working hard to bring you in and keep them, and eventually we are going to get a big store to come in. He said we are going to have to give away a lot of ERUs for them to start up. Lawrence said when Wal-Mart went into Cambridge they didn't pay one ERU to hookup. Davis said we are in a very different situation. He said they had their own existing sewer plant there. Davis said he called Jordan and they had everything lined up before they built their sewer plant. He said if we develop an ERU Reduction Policy we are developing new ground, maybe first in state.

Davis said alternative 6 hooking up east and west side both. He said alternative 7 shows if we don't get those connections until 2013.

Voss said one thing thought about for a while is maybe we are going about the ERU reduction the wrong way. He said in a way this is an economic development consideration. Voss asked do we want to have the EDA Commission consider this. He said he knows we are going to restrict this to existing businesses. Voss said there is another way for us to do this without monkeying with an ERU Reduction Policy, this is business retention. Lawrence asked what other plan would you think about. Voss said basically what we are doing is reducing cost of existing businesses to hookup to the system. He said another way to do it is to keep the cost, but have it as an Economic Development Incentive. Voss said whether it be a grant. Lawrence said and buffer it through the EDA. Voss said yes. He said he doesn't know if it is proper or not. Davis said he thinks it is well worth discussing, his biggest concern would be where would we get the seed money to start this. Voss said he can tell you what the problem is going to be if we do this. He said the problem is going to be how the general taxes are paying for the sewer system, but they are not paying for the sewer system, they are assisting the businesses. Lawrence said one of the things the businesses want down there is a display board that lists the business in the park down there.

DeRoche said he has talked to a lot of people on this and they said if you can avoid doing this with ERUs, avoid it. Davis said whatever we do, we set a precedent. He said there are a lot of things to explore, a lot of options. Voss said that is what got him to thinking about EDA because new businesses coming in, that is what the EDA is meant to do. He said and at times they have helped existing businesses. Lawrence asked if we got the east and west side, there are only a few areas where we have to rely on the bond money set aside. Davis said that is the term of the bond, 20 years. Lawrence asked is it okay to keep carrying the money over year after year? Davis said we only have three years to spend the bond money. Voss asked is the EDA meeting next week. Davis said yes and we can bring this up at that meeting. Voss said he thinks they should entertain it. Voss said and you talked about not reducing on the ERUs with 1, but maybe the EDA option they could do something with them too. He said he doesn't know what form it could be, but it would feel better if it came from them. Davis said since it was a one time offer, it would have a shelf offer. Voss said he doesn't think it would have to be a one time offer. Davis said when he says this that is for those that hookup in 2012. DeRoche asked looked at example here, earlier looked at not charging ERUs on property undeveloped, if we got in pinch what would we do. Voss said this is another example something EDA could do. He said we have these vacant lots and the EDA loans the property owner the amount for the assessment. Voss said then when they get the development they pay the EDA back. Davis said yes, we might have to set a reasonable time frame for when they have to do this. Voss said we would only make this property more developable and valuable. DeRoche said they would be a lot more sellable if they have

sewer and water. Voss said and this kind of thing can be applied somewhere else.

Davis said he would like to try to establish a goal to have this done within next three months. He said we have to have the assessment hearing by next August. Davis said we can explore the EDA side of this as a partner or alternative. Voss said this would be a nice thing they could jump right into. DeRoche said it will come back to the Council anyways because the EDA has no spending power. Davis said we will bring this before the EDA and see what we can generate on that end. Lawrence said still work on your end, the ERU Reduction Policy in case the EDA doesn't generate anything in time. Davis said he is not married to one idea here, but he can foresee some participation from the EDA on this, but he can see that we may need to do some ERU reductions on this. Lawrence said he thinks it is important to hook up the east side also.

Adjourn

DeRoche made a motion to adjourn at 9:28 PM. Voss seconded; all in favor, motion carries.

Attest:

Wendy Warren
Deputy City Clerk

EAST BETHEL SPECIAL CITY COUNCIL MEETING

November 22, 2011

The East Bethel City Council met on November 22, 2011 at 6:30 PM for a Special City Council meeting at City Hall.

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

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

Call to Order **The November 22, 2011 Special City Council meeting was called to order by Mayor Lawrence at 6:33 PM.**

Adopt Agenda **Moegerle made a motion to adopt the November 22, 2011 Special City Council Meeting Agenda. DeRoche seconded; all in favor, motion carries.**

Business Davis said staff presented a proposal for a business prospect to City Council at their October
Location 19, 2011 meeting. This business prospect has indicated that they will make a decision on the
Proposal location of their facility by the no later than the end of December 2011. In order to make that
 decision this business needs all the information regarding fees and costs for the East Bethel
 site to compare to a site in Blaine. The following fixed City fees would be charged to the
 prospect:

1) Park Dedication Fees (5% of the assessed value of the property not to exceed \$4,000/acre. The assessed market value of the 15.02 acre is \$117,000 for 2011. This project will utilize approximately 5 acres of the total site. Therefore, the Park Dedication Fee for a 5 acre site subdivided from this parcel would be \$1,947.40 ($5/15.02 \times 117,000 \times 0.05$). Any change in acreage would result in a different amount for the Park Dedication Fee; and

2) Building Permit Fees (to be determined upon submission of plans).

It is projected that the facility that will be constructed by the prospect will be a service repair facility of 60,000 SF and initially employ approximately 60 employees. Based on this information and requirements listed in the MCES SAC Manual, this property would assign 10 SAC (ERU's) units. The total cost for one (1) SAC (ERU) unit is \$17,000. The component costs for the individual SAC (ERU's) units for 2012 is:

MCES SAC fee	\$3,400
City SAC & WAC fees	\$5,600
Lateral Benefit Assessment	<u>\$8,000</u>
Total per unit SAC(ERU) charge	\$17,000

It is recommended that this facility be granted a "business relocation credit" of \$13,400 which would be credited against City fees for this project. The "business relocation credit" would be based on and available to any existing business that moves to the City from a previous location outside of the City of East Bethel and adds a minimum of \$2,000,000 to the tax base.

The costs for the SAC and WAC units would be as follows:

MCES SAC units, 10@ \$3,400	\$34,000
City SAC and WAC units, <u>10@ \$5,600</u>	<u>\$56,000</u>
Total SAC and WAC fees due upon issuance of a building permit	\$90,000

The other component of the City utility cost (SAC/ERU) is the lateral benefit assessment. Each SAC (ERU) unit is also charged \$8,000 per SAC unit for this cost. The cost to the prospect for this charge would be:

Lateral Benefit Assessment Charge, 10@ \$8,000	\$80,000
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Part of the Lateral Benefit Assessment Charge (LBAC) covers street restoration. The proposal the developer is presenting would require no street restoration as there is currently a paved or developed City street fronting the parcel to be developed for the prospect. The street would be built as part of the development plan to access the site and at the expense of the developer. The street restoration charge is 27% of the LBAC (total construction cost less the sewer and water trunk main costs of \$2,879,461/\$769,969 of street restoration costs). Therefore since no street restoration costs will be required for this portion of the project, it is proposed that the developer receive a credit of 27% of his total LBAC which would amount to:

Credit for deduct of street restoration costs from the LBAC (\$80,000 X 0.27 = \$21,600)	<\$21,600>
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The total City Fees for the developer would be as follows:

Park Dedication Fees (as described above)	\$ 1,947.40
MCES SAC units, 10@ \$3,400	\$34,000.00
City SAC and WAC units, <u>10@ \$5,600</u>	<u>\$56,000.00</u>
Lateral Benefit Assessment Charge, <u>10@ \$8,000</u>	\$80,000.00
<i>Business Relocation Credit</i>	<\$13,400>
Street restoration cost credit	< <u>\$21,600</u> >
Total City Fees Due (NIC building permit fees)	\$136,947.40

It is also recommended by staff that the type of business proposed by the prospect be permitted and is compatible under the current B-3 Zoning that affects this area.

The developer will have approximately 10 acres remaining for future development. It is recommended by staff that SAC assignments for future developments occurring on this property be completed based on the use of the property according to the MCES SAC Manual and fees for these charges be collected at the issuance of building permits for these developments.

As noted above with the following additions:

1. Based on a minimum valuation of \$2,000,000 this business would pay \$17,000 annually in taxes to the city. The current tax liability on this site is approximately \$200 to the City;
2. This project would provide 10 ERU's that would be approximately 13% of 2013 minimum goal;
3. This project would provide an additional customer that would generate

approximately 100,000 gallons of effluent and water use for our new system which is challenged for customers. The addition of new connections is critical to meet our minimum flow requirements and avoid up to a \$150 surcharge on customers if minimum flow requirements can not be attained;

4. This project would have a multiplier effect on local business with the addition of a new employee base that could access services in the City; and;
5. The benefits to the City are in excess of the costs the City will forgo in granting SAC relief to the developer.

Staff recommends City Council consider granting the following to the developer as means to be competitive with the City of Blaine in the recruiting of a new business to East Bethel that will employ 60-75 persons and add a minimum of \$2,000,000 to the tax base:

1. Credit \$13,400 to the developer for a business relocation credit;
2. Credit \$21,600 to the developer on his lateral benefit assessment ;
3. Finance the balance of the lateral benefit assessment over a term of 10 to 20 years at an interest rate of 4.5 to 5.5 % through an assessment on the property with the terms and interest rates to be determined by City Council and payment commencing in 2013;
4. Consider the use of property as permissible in the B-3 Zone;
5. Require no payment of ERU charges on the remaining undeveloped portion of this parcel until such time that it is subdivided and/or developed;
6. Require that Ulysses Street, while built to *and meeting* City standards, only be extended to access the proposed site and the undeveloped lot north of Village Bank at the developers expense; and,
7. This offer shall expire in 90 days unless otherwise renewed by City Council.

Davis said also find attached a preliminary site plan. Boyer said he sees it describes a service area, what kind of business is this. Strandlund said it is a hydraulic business, they repair and build cylinders, they have a little bit of walk up business but most is out of state. DeRoche asked where does this business sit on the site. Strandlund said we have not gotten to that point. He said we are trying to get competitive with Blaine, but Blaine does not want them to leave. Strandlund said they would like to move north and we are trying to make it make sense to move to East Bethel. DeRoche said he is trying to determine where the building would be and the driveway. He asked what about the traffic on the road, will the road be able to handle the traffic? Strandlund said when he developed this the road was built to 9 ton +.

Voss asked him if he has done any long range planning on this parcel. Strandlund said not in depth. He said he would be selling them six acres and that would leave nine acres. Strandlund said he has had some interest from funeral home, about every six months he gets a call. He said that would be located just north of the bank. Voss said but the site is fifteen acres and the business isn't taking all fifteen. Strandlund said they would only be taking 6 acres. Boyer said you would only be selling them six acres. Strandlund said yes, and he would extend Ulysses and would put in a cul-de-sac. Voss asked not a permanent one? He said you made a comment that they would develop on the northern part of this site. Voss asked is this their proposed site or is this their whole site? Strandlund said yes, this is their whole site. Voss said so they would have the road frontage. Boyer said he is not inclined to make you build a cul-de-sac as long as there is the right of way there. Moegerle said it says cul-de-sacs shall not be longer than 500 feet in our code. She said right here it is clearly longer than 500 feet.

Lawrence asked is there a chance the road goes east and west in the future. Davis said there was the intent to do that. He said there is a utility easement on the north side. Boyer said this says there is a 33 foot easement on the west. Davis said to the north of this property we don't have anything and it is wet. Moegerle asked it says the number of employees is 60-75, do they have 60 employees when they open their doors. Strandlund said right now they have 55 and they occupy 45,000 square feet. Moegerle said so the 60 would be basically when they open their doors. Strandlund said we are laying it out to expand to 100,000 square feet. Moegerle asked when would they expand to 75 employees. Strandlund said he cannot answer that. Moegerle asked when could they open their doors if we approve this. Strandlund said next spring.

Moegerle said she understands that originally this 15 acre parcel was assigned 45 ERUs and this figure is largely how we make this system a success. She asked do you have any idea how we got 45 ERUs off your parcel? Davis said this was figured at 800 gallons an acre. Moegerle said then shouldn't there be more ERUs assigned to some other lots. DeRoche asked where does Met Council get their numbers. Davis said from over a number of years. Strandlund said he has seen some 2 1/2 acre lots that are assigned 2 ERUs. He said the number must be picked out of the sky. Strandlund said there are some vacant lots on Ulysses that are 6 acres and are 6 ERUs. DeRoche asked is it all commercial or are they looking at residential or they throwing it all in a hat and saying this is what we are going to do. DeRoche asked are you aware of any paperwork that shows how they came to that number. He asked for this 45 to work, how did they figure this, besides the 800 gallons. Or is just a blanket figure. Davis said when the final uses come in it may be 25 ERUs. He said say for the balance of this property a funeral home goes in and it is 5 ERUs and we may end up with 20-30 range for this parcel. Strandlund said this whole parcel has been interesting since planning stage.

Davis said it is not listed in any of Bolton and Menk reports or Schunich's report how they are collected. He said we have to collect these at the issuance of building permits so we can keep current with our bond payment. Voss said you are assuming that Met Council fees are less than what they had earmarked for this parcel. Davis said he thinks the ERU designations came from an engineer, but he used the SAC manual. He said there is no way to know until this happens. DeRoche asked where did the \$17,000 come from. Davis said it is the SAC, WAC and Lateral Benefit Assessment charges. He said there may not be any certain magic in that number. Voss said that is what we talked about in the past, depending on how fast things go. Boyer said if you take an example of a car lot in the sewer district, it may get 2 ERUs out of whole thing and use up 40 acres of land. He said it is all use driven. Moegerle said we should have a minimum idea of what we are looking at. Voss said that parcel was always intended to have more intensive use. He said we had proposals for grocery stores, long term discussions open up the possibilities. Voss said it could be a three story office building. Moegerle said when she does long term projections on her income she doesn't maximize. Boyer said they didn't use the maximum. He said think of how many ERUs you could get if you had an apartment building on there.

Lawrence said he has a question on Buchanan Street, will that be developed as a full street. Davis said it is planned for a future extension. DeRoche asked about the one going through the back side over there. Davis said it would go to Buchanan. Lawrence asked how much traffic will they have from large trucks. Strandlund said they expect two a day, one with a large trailer. Voss asked will it be a common carrier. Strandlund said yes. Moegerle said one time you indicated that there is a minimum of 200 feet for road frontage, can you tell me

where to find that. Davis said the street frontage won't be hard to meet. Voss asked you had two weeks to bring it up with staff and ask and didn't.

Davis said he will contact Schmidt and find out what the rational is for the ERUs. He said but they are always going to be a moving target.

Moegerle said she thought we had a discussion that 10 years would be the maximum for financing. Strandlund said 10 years would be fine. Davis said interest rate is 1% over the bond rate and our bond rate is 3.5%.

Boyer made a motion to approve the offer as follows for recruiting a new business to East Bethel that will employ 60-75 persons and add a minimum of \$2,000,000 to the tax base: 1) Credit \$13,400 to the developer for a business relocation credit; 2) Credit \$21,600 to the developer on his lateral benefit assessment; 3) Finance the balance of the lateral benefit assessment over a term of 10 years at an interest rate of 4.5 to 5.5 % through an assessment on the property with the terms and interest rates to be determined by City Council and payment commencing in 2013; 3) Consider the use of property as permissible in the B-3 Zone; 4) Require no payment of ERU charges on the remaining undeveloped portion of this parcel until such time that it is subdivided and/or developed; 5) Require that Ulysses Street, while built to *and meeting* City standards, only be extended to access the proposed site and the undeveloped lot north of Village Bank at the developers expense; and, 6) This offer shall expire in 90 days unless otherwise renewed by City Council. Lawrence seconded; all in favor, motion carries.

Our Saviour's
Lutheran
Church Water
& Sewer
Hook Up

Davis explained that Our Saviors Lutheran Church (OSLC) has approached the City and has made a preliminary request to connect the City's water and sewer system. This extension would connect to the City system on Viking Boulevard and extend south along the GRE power line to a point inside the Church property just south of Crooked Brook (see attached site plan).

Staff has met with representatives from the Church and developed the following proposal for the connection:

- 1) The Church would be assigned 7 ERU's based on the MCES determination;
- 2) The cost of the extension (approximately 950' of water and gravity sewer) is estimated at \$271,052;
- 3) The Church would be responsible for obtaining the necessary easements for the project at their expense; and,
- 4) The Church would grant the City utility easement for the future construction of water line to service Jackson Street.

The cost for the project would be broken down as follows:

Construction Cost (see attached estimate)		\$271,052
MCES SAC fees, 7@\$3,400	\$ 23,800	
City SAC and WAC fees, 7 @\$5,600	\$ 39,200	
Lateral Benefit Assessment Charge, 7 @\$8,000	<u>\$ 56,000</u>	
Lateral Benefit Assessment Credit*	<u>< \$15,120 ></u>	
Subtotal Municipal Utilities Charges	\$103,880	<u>\$103,880</u>
Estimated Project Cost		<u>\$374,932</u>

* 27% of the Lateral Benefit Assessment Charge is for street restoration. As there will be no street restoration costs associated with this project it is recommended that this portion of the charge be credited against the fees for the Church.

The Church has requested that the City finance the construction portion of the project in the amount of \$271,052. The balance of the 2010 A & B bonds of approximately 4 million dollars could be used to finance this extension. The Church has requested that this be financed over a 20 year period which also corresponds with the life of the bonds. The Church has also requested that the lateral benefit assessment charge of \$40,880 (\$56,000 less \$15,120) be financed over a term as approved by City Council. The following could be the financing plan for the project subject to Council approval:

<u>Fee</u>	<u>Term</u>	<u>Annual Cost</u>	<u>Total</u>
MCES SAC fees	Immediate	\$0	\$23,800
City SAC and WAC fees	Immediate	\$0	\$39,200
Lateral Benefit Assessment	10 yrs. @ 5%	\$5,294.15	\$53,378.27
Construction Costs	20 yrs. @ 5.5%	\$22,681.45	\$458,814.78

The above plan would require:

- 1) The Church pay \$63,000 for all SAC and WAC fees upon issuance of a building permit for the project;
- 2) The Church pay the Lateral Benefit Assessment of \$40,880 over a ten years at 5% or at other terms as approved by City Council, and*
- 3) The Church pay the estimated costs of construction of 271,052 over a 20 years at 5.5% or at other terms as approved by City Council*.

This would require the Church to pay \$63,000 in upfront costs for fees and enable the Church to finance \$311,932 for the balance of the cost.

Financing terms for the City would only be offered if financing was not available from local banks. The rates and terms above are only a representation for discussion of this item.

There is one other component of the estimated construction cost that could affect the structure of the estimates. The 200' of 24" water and sewer main that is listed in the estimate will be an extension of the MCES system and at some point in the future be a part of the MCES trunk system. This extension is necessary for the Church to connect to the system at the most efficient intersection with an MCES terminal manhole. If the extension is not built the church would be required to obtain additional right of way, add two more manholes and install an unknown quantity of pipe. The City has submitted a request to MCES asking that MCES pay for this portion of the project. The total cost of the MCES portion of the project is approximately \$40,000. If MCES would pay for this extension then the construction cost estimate would be reduced to \$231,052 and amortization schedules would change accordingly. Fee costs would remain unchanged.

If MCES does not participate in paying for the extension an agreement should be completed with MCES that specifies that the City would be reimbursed/compensated for this section of the trunk line at that point in time when the MCES trunk line is extended. As of 1 PM on Monday, we have received no notice from MCES as to their intentions in this matter.

As noted above for the financing implications of the project. In addition the extension of

water and sewer service to the Church would open up the potential for development for the 51.5 acre Church campus. The Church has plans for a 40-60 unit Senior Housing Project and there is the possibility of the expansion of existing Church building and the addition of an expanded preschool program and facilities which would add to the City's ability to meet its ERU mandates.

Staff recommends the approval of the extension of the water and gravity sewer service to Our Saviors Lutheran Church with financing sources, terms and conditions to be approved by City Council.

Boyer made a motion to approve the extension of water and sewer service to Our Saviors Lutheran Church at 19001 Jackson Street with the following conditions: 1) The Church pay \$63,000 for all SAC and WAC fees upon issuance of a building permit for the project; 2) The Church pay the Lateral Benefit Assessment of \$40,880 over a ten years at 5% or at other terms as approved by City Council, and; 2) The Church pay the estimated costs of construction of 271,052 over a 20 years at 5.5% or at other terms as approved by City Council. *This would require the Church to pay \$63,000 in upfront costs for fees and enable the Church to finance \$311,932 for the balance of the cost. * Financing terms for the City would only be offered if financing was not available from local banks. The rates and terms above are only a representation for discussion of this item. Lawrence seconded.

Vierling said the concept he brought up with the City Administrator is that we would need a development agreement drawn up and then we would need to come back with this and have it be approved by City Council. He said frequently when you have special assessment financing you get the first two years prepaid in either a letter of credit or some type of financial arrangement set up so that everybody knows what is coming up for them in the future. DeRoche said he doesn't know that it is a good idea for the city to be in the banking business. Davis said when they checked on a loan at the bank, the interest rate was 7.5%. He said he was surprised at how much the interest rate was.

Boyer said he is more than willing to work with the church if we are doing senior housing. He said he is somewhat inclined to work as a banker if we are doing senior housing for the social good of having senior housing for our residents. Boyer said because he doesn't see a great deal of distinction between public and private. Voss said along those lines, he understands the technical parts of this. He said it makes it sounds like if the church didn't have to finance it, they would be paying for it and buying it themselves. Davis said you can view it that way but there is potential for service in this area. Voss asked who owns the line. Davis said it will be owned by the city. He said one thing that changed this and we didn't get in there was we originally talked about this as a force main type project, lift station but when you add the lift station cost in here they become equal. Davis said the city would rather do a gravity line and the costs are pretty much the same. Voss said this would be city owned. Davis said he would propose it to be city owned.

Voss asked why would church pay for the whole line. Strandlund said because couldn't the church just wait for the line to come by them. Voss said if the church had to leap over to get that line, there should be some kind of recapture here if it is a city owned line. Davis said it was viewed as a single user, but they could make the case for it. Voss asked what size pipe is it? Davis said eight (8) inch. Boyer said that is why we are trying to see if MCES would pay for. Davis said we are going to request an easement so we can bring the line over on Jackson so we can request hookups in the future. Davis said we are asking for a utility

easement so we can run a future water line. Davis said an easement for 200 feet goes all the way up to the substation. DeRoche asked Strandlund about the senior housing. Strandlund said they have talked to quite a few developers and there is a possibility. Voss said he still wants to come back to the fact of why is this going to be a private line. He said part of that comes in to the south. Davis said we initially looked at this as a force main, and then looked at it as a gravity center. He said it would be much cheaper to add other users on this, such as the Anderson property.

Boyer withdrew his motion.

Davis said he thinks the most important thing on this project is to give Mr. Strandlund something to bring back to the congregation to make their decision. He said they have to fix their fire suppression service. Voss said on your write up you asked for approval. Moegerle said her thought is they need to look for their own financing. Boyer said he would not want to go 20 years on the financing. Moegerle said she agrees, 10 years term might be okay. Voss said why aren't we building this and financing it and then assessing it back. Boyer said speaking personally he is not comfortable doing this. He said in terms of putting the package together, he would be okay if there was senior housing involved he would be more inclined to work with them. Boyer said he also doesn't feel like we have enough information to make a decision here. He said such as we don't know what MCES is going to do here. Strandlund said you are going to get connections, this is a fairly small investment. Boyer said as Moegerle said staff can continue discussions with them.

Lawrence asked first we should see if MCES will pay for this stretch of pipe. He said and we need to know how much the church is willing to put as a down payment on this project. Strandlund said just paying for the ERUs is a big down payment. DeRoche said let's continue discussions, don't tell staff to shut this down. Strandlund said if you tell me what information you are looking for we can get it to you. Boyer asked what is the cost of a holding tank. Strandlund said the rough cost of a holding tank is \$70,000. Moegerle asked will 10 years financing work. Vierling said maybe Council should find out if they are okay with posted security for at least two years of the payment, to guarantee payment.

Council consensus was to continue discussions with Our Saviour's Church.

Adjourn

Boyer made a motion to adjourn at 7:48 PM. Voss seconded; all in favor, motion carries.

Attest:

Wendy Warren
Deputy City Clerk

CONSULTING SERVICES AGREEMENT

This Agreement is made as of _____, 20__ (the “Effective Date”), by and between GIS RANGERS, LLC (“Contractor” or “GIS Rangers”) and the City of East Bethel (“Client” or “City of East Bethel”). Contractor and Client are collectively referred to as “Parties” and individually as a “Party.”

WHEREAS, City of East Bethel requires services to be provided for GIS On-Site support;

WHEREAS, Contractor desires to, and is capable of, providing the necessary services according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. TERM

1.1 The term of this Agreement shall be January 1, 2012, to December 31, 2012, unless earlier terminated by law or according to the provisions of this Contract.

2. INDEPENDENT CONTRACTOR STATUS.

Contractor is an independent contractor and nothing herein contained shall be construed to create the relationship of employer and employee between Client and Contractor. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services.

3. CONTRACTOR’S OBLIGATIONS.

Contractor shall provide the following services generally described as GIS On-Site Support all as directed by the Client,, including but not limited to:

- Acquire GIS data where needed
- Maintain and edit all GIS datasets being used for Client’s GIS
- Create new datasets
- Create and update GIS maps
- Advise the Client on matters relating to GIS projects and software
- Maintain and keep records of GIS-related software and software licenses
- Customize and maintain GIS related web pages

- Customize, create and maintain Microsoft Access databases
- Work with Anoka County to acquire GIS and Assessor Updates
- Printing of Large format maps
- One on One Training

4. SERVICE FEES.

4.1 GIS RANGERS’s fees for Services are set forth below in this paragraph (“Service Fees”). Service Fees do not include any taxes that may be due based on the Service Fees, for which Client agrees to pay directly or reimburse GIS RANGERS.

Task	Hours	Rate	Cost
On-Site Service – 1 year	144	\$60.75	\$8,748.00
Total	144	\$60.75	\$8,748.00

4.2 GIS RANGERS shall submit invoices to Client for the Services completed in accordance with this Agreement. All invoices are due within thirty days after invoice date.

4.3 If Client disputes any portion of a GIS RANGERS invoice, then Client will: (a) pay any amount not in dispute by the due date; and (b) within ten business days after receipt of that invoice, inform GIS RANGERS in writing of the disputed amount and the specific reason(s) for withholding payment. On GIS RANGERS's receipt of this, the Parties will work together in good faith to resolve such disputes in a prompt and mutually acceptable manner. Client agrees to pay any disputed amounts within five days after the issues have been resolved.

4.4 Client shall have the right to request changes within the scope of the Services; however, all such changes are subject to acceptance by GIS RANGERS. If any change causes an increase or decrease in the fees, or in the time required for performance, prior to commencing the services required by the requested change, GIS RANGERS shall notify Client of such increase or decrease and the Agreement shall be modified in writing accordingly. GIS RANGERS shall not proceed with any change until a written amendment has been accepted by GIS RANGERS; however GIS RANGERS's right to payment for such change shall not be affected in the event GIS RANGERS agrees in writing to proceed prior to the completion of such amendment.

5. TERMINATION

5.1 With or Without Cause.

Notwithstanding any other provision of this Contract, either Party may terminate this Contract at any time for any reason by giving thirty (30) days written notice to the other. Client shall pay to Contractor the reasonable value of services received from Contractor as of the termination date.

5.2 Notice of Default.

Either Party may terminate this Contract for cause by giving ten (10) days written notice of its intent. Said notice shall specify the circumstances warranting termination of this Contract.

5.3 Failure to Cure.

If the Party in default fails to cure the specified circumstances as described by the notice given under the above paragraph within the ten (10) days, or such additional time as may be mutually agreed upon, then the whole or any part of this Contract may be terminated by written notice.

5.4 Notice of Termination.

Notice of Termination shall be made by certified mail or personal delivery to the other Party's Authorized Representative. Notice of Termination is deemed effective upon delivery to the address of the Party as stated in paragraph 10.

5.5 Effect of Termination.

Termination of this Contract shall not discharge any liability, responsibility or right of any Party which arises from the performance of or failure to adequately perform the terms of this Contract prior to the effective date of termination, in accordance with the laws of the State of Minnesota.

6 WAIVER.

Waiver for any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be construed to be modification for the terms of this Contract unless stated to be such in writing and signed by authorized representatives of Client and Contractor.

7. LIMITED WARRANTY AND REMEDY.

7.1 GIS RANGERS warrants that the Services will be performed in a safe, professional and workmanlike manner consistent with the applicable industry standards and this Agreement.

7.2 GIS RANGERS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, A CUSTOM OR USAGE OF TRADE.

8. DISPUTE RESOLUTION.

8.1 This Agreement will be construed and enforced according to the laws of the State of Minnesota, without regarding to its conflicts of law rules. Any litigation regarding this Agreement must be filed and maintained in the state or federal courts of the State of Minnesota and the Parties consent to the personal jurisdiction of such courts. No provision of this Section 8 will preclude either Party seeking injunctive relief to prevent immediate or irreparable harm to it, but the mediation stated in Section 8.3 will otherwise be fully exhausted before the commencement of any litigation.

8.2 Any lawsuit or other action, regardless of form, relating to this Agreement, including, without limitation, an action for breach of warranty, must be commenced within two years after the later of: (a) date on which the breach of warranty or other cause of action occurred; or (b) date on which that Party knew or reasonably should have known of that breach of warranty or other cause of action.

8.3 Prior to commencement of any litigation regarding this Agreement, the Parties agree to mediation to resolve any dispute they may have. The mediation will be conducted by a mutually selected mediator (or if the Parties cannot agree, by a mediator selected by the American Arbitration Association in accordance with its rules and policies. The Parties will each pay its own attorneys' fees and will share equally the other mediation costs. Each Party will appear when reasonably directed by the mediator, be fully prepared to work toward the dispute's resolution, and participate in good faith. If the mediation does not result in a mutually satisfactory resolution of the dispute, either Party may commence an action as permitted under Sections 8.1 and 8.2. The one-year limitations period stated in Section 8.2 will be tolled during the pendency of any on-going mediation,. All negotiations between the Parties pursuant to this Section 8 will be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence.

9. LIMITATION OF LIABILITY.

NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO THE SERVICES, THIS AGREEMENT OR THE TERMINATION OF THIS AGREEMENT. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT.

10. AUTHORIZED REPRESENTATIVE.

Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract.

<u>To Contractor:</u>	<u>City of East Bethel:</u>
President	City Administrator.
GIS RANGERS	City of East Bethel
2434 Virginia Circle	2241 221 Avenue
Roseville, MN 55113	East Bethel, MN 55011

11. GENERAL PROVISIONS.

11.1 This Contract is the final statement of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

11.2 If any of this Agreement's terms are, for any reason, held invalid, illegal or unenforceable by a court or tribunal of competent jurisdiction, this Agreement will be deemed severable and such invalidity, illegality or unenforceability will not affect any of this Agreement's other provisions, all of which will be enforced in accordance with this Agreement.

11.3 GIS RANGERS will not be responsible for the delay in its performance of any obligation under this Agreement caused by acts of God, legal restrictions, or any conditions beyond the control of GIS RANGERS.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

CONTRACTOR

By: _____

Title: _____

Date: _____

CITY OF EAST BETHEL

By: _____

Title: _____

Date: _____

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

RESOLUTION NO. 2011-59

**RESOLUTION SUPPORTING ST. CROIX MINIMAL IMPACT
DESIGN STANDARDS (MIDS) PILOT PROJECT**

WHEREAS, MIDS Pilot Community Project is funded by a Federal 319 Grant managed through the Washington Conservation District with input from a locally-led Steering Committee; and

WHEREAS, MIDS 319 St. Croix Pilot Project is now soliciting proposals from cities, towns, and counties interested in and committed to integrating low impact development (LID) into their regulations and development standards; and

WHEREAS, half of the City of East Bethel is in the headwaters of the St. Croix watershed where LID standards will benefit all downstream water bodies; and

WHEREAS, the City of East Bethel is interested in and committed to integrating LID into city regulations and development standards; and

WHEREAS, the City of East Bethel is anticipating growth so now is the ideal time to prepare the community with the newest and best approaches to develop and protect natural resources.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the City Council supports and is committed to integrating LID into city regulations and development standards.

Adopted this 7th day of December, 2011 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:

December 7, 2011

Agenda Item Number:

Item 8.0 B.1

Agenda Item:

221st Avenue/Hwy 65 Traffic Signal Project JPA

Requested Action:

Consider approval of the JPA between East Bethel and Anoka County for the 221st Ave./Hwy 65 Traffic Signalization Project.

Background Information:

The Anoka County Highway Department (ACHD) presented a proposed Joint Powers Agreement (JPA) for the 221st Ave./Hwy 65 Signalization Project to City Council on November 16, 2011. Council expressed concerns with several of the conditions of the agreement and tabled the matter for future consideration. City staff met with representatives of the ACHD on November 22, 2011 to address the issues as presented in the City Attorney’s comments regarding the JPA. The resolution and explanation of these items is as follows:

Purpose and Understanding. The ACHD presented the modified layout of the intersection design to Council. The JPA as presented for consideration, if approved, would be the final design suitable for final construction documents as shown in Exhibit A. Council would be approving the final design (Exhibit A) with approval of the JPA. Exhibit A is the modified design that minimizes the right of way and easement acquisition and reduces the size of the retention pond on the Phylis Kable property.

Right of Way. The City has no existing plans for improvements beyond the limits of the proposed project as shown in Exhibit A and, therefore, all the right of way acquisition will be the responsibility of the County for the project.

Traffic Signals. The City’s share of the cost will be 25% of cost for the CR 74 legs with the costs being those that aren’t covered by the grant. It is anticipated that City’s portion of the cost will be \$5,675 for the signal portion and \$250 for EVP construction. Final costs will not be known until the bids are received for this project.

Drainage. The City share of this portion of the project is anticipated to be \$2,250. This cost is based on the estimated contributing flow attributable to the City that is outside the County right of way.

Traffic Control. Previous JPA’s for signalization projects did not include this item since no County road improvements were required. This project will require extensive work on CR 74

and it is current County policy to cost share this part of the project with the City. It is anticipated that the City share of this cost would be \$348.

Driveways and Landscaping/Streetscaping. There are no planned upgrades for driveways, landscaping or streetscaping on the City's part. Therefore, there will no additional expense to the City for these items of the project.

Utilities. Design and construction costs of the force main that will cross this intersection will be the responsibility of MCES. Bolton & Menk, engineers for this portion of the MCES project have been made aware of this condition of the JPA. There will be no City utilities at this intersection during the time of construction.

Permits. The City has provided the ACHD a copy of our Right of Way Ordinance. As is currently planned, there will be no construction of any portion of this project on City right of way.

Signalization Power. The City has been responsible for providing a source of power for the connection and operation of street lights and signals for all three previous traffic light projects on Hwy. 65 in East Bethel. The MnDOT agreement referenced in item IX is summarized in an attachment, MnDOT Signal Work Description. This is a standard County policy and consistent with previous signalization projects in the City.

Maintenance. Maintenance of the storm sewer (except catch basins and catch basin leads) and detention basins shall be the responsibility of the City. This is standard County policy and the ACHD will not deviate from this practice. This provision was not in previous JPA's for Sims Road and Coopers Corner because there were no ponds or storm sewers required in these projects.

Maintenance of the street lights and the cost of electrical power for these lights shall be the responsibility of the City. This item is contained in all prior JPA's for City traffic signal projects.

Signal maintenance will be as outlined in the attached MnDOT Signal Work Description. This description is consistent with City responsibilities for Viking Blvd., Sims Road and Coopers Corner intersections.

Project Costs

Construction costs presented in the JPA are best estimates at this time. Final participation of each party will be based on the actual construction bid. The estimated construction cost of the total project is \$999,158.87. Federal funds available for the Project are capped at \$1,100,000. The federal funds will be split based on the ratio of eligible costs incurred by each party to the total eligible project cost. In general the federal funds will pay 90 percent of the City's construction costs.

Prior to the application of federal funds, the total estimated construction cost to the City is \$116,172.29. After the federal funding percentage is applied, the cost to the City for their share of the construction items \$11,612.09.

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$116,172.29. The estimated cost to the City for construction engineering is \$9,293.78.

In summary, the total City share of this project for the construction items and construction engineering is \$20,905.87. The cost breakdown is as follows:

- Roadway Construction \$9,062.30 (Curb, Traffic Signal, Traffic Control, & Mob.)
- Drainage Construction \$2,549.79
- Construction Engineering \$9,293.78
- Total **\$20,905.87**

In addition to the above referenced costs the City would be responsible for costs related to the EVP system and power supply to the signal. These costs are estimated to be approximately \$6,000. It also has not been determined if MnDOT will participate in the cost of the signal. If MnDOT does not participate in the signal it is estimated that the City's cost share would increase \$11,243. In conclusion the maximum City contribution for this project is \$38,148.86.

The JPA for this project differs from previous projects due to the fact that no County road improvements were required for the signalization of intersections at Viking Boulevard, Sims Road and Coopers Corner. In addition the last JPA the City executed with the County for a signalization project was in 1998 and since that time there have been significant changes in County and MnDOT policies in regards to project cost sharing. The Cities of Ham Lake and Blaine have recently signed JPA's that require the same conditions as those the County is requesting for our project.

Attachment(s):

- 1) City Attorney Comments
- 2) Joint Powers Agreement between the City of East Bethel and Anoka County.
- 3) Exhibit A
- 4) MnDOT Signal Work Description/County Cost Sharing Policy

Fiscal Impact:

As noted above. Final costs will be dependent on project bids which are anticipated to be awarded by mid-August 2012.

Recommendation(s):

Staff recommends Council consider approving the Joint Powers Agreement between the City of East Bethel and Anoka County with the understanding that MnDOT costs will be assigned consistent with current MnDOT Cost Share Policy.

City Council Action

Motion by:_____

Second by:_____

Vote Yes: _____

Vote No: _____

No Action Required: _____

Writer's Direct Dial:
(651) 351-2118

Writer's E-mail:
mvierling@eckberglammers.com

November 15, 2011

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

Re: *Proposed JPA re Reconstruction of County Road 74*
Our File No.: 23746-21016

Dear Jack:

Thank you for forwarding me the proposed Joint Powers Agreement forwarded you by Anoka County relative to this project.

I have reviewed the project, and forwarded it back to you with my comments, consisting of the following:

1. **Purpose and Understanding – 2nd Paragraph.** The 2nd paragraph of this document purports to state that Exhibit A, the layout dated November 8th, 2011, has been reviewed and is accepted by the parties, including by the City, as suitable for preparation of final design and construction documents.

As I am not at all sure that that is the case, given the City's concerns relative to the property owner in the NE quadrant of the intersection relative to storm water projections and takings relative to this property, I draw that to your attention.

2. **Right of Way - Page 2.** Agreement calls for the City to assume responsibility for acquisition of any easements necessary for city street intersections beyond what is defined in what is in the Exhibit A layout.

Please refer the matter to the City's Engineer for review of that item, as I am unaware of any existing plans to make improvements beyond the dimensions of Exhibit A as depicted.

Stillwater Office:

1809 Northwestern Avenue
Stillwater, Minnesota 55082
(651) 439-2878
Fax (651) 439-2923

Hudson Office:

430 Second Street
Hudson, Wisconsin 54016
(715) 386-3733
Fax (715) 386-6456

www.eckberglammers.com

3. **Traffic Signals – Page 2.** You will note that the Joint Powers Agreement proposes that the cost of the new traffic signal will be split per a traffic signal agreement, a copy of which we have not yet received, which is being drawn by MnDOT. Recently, in several other communities, we have seen an effort by MnDOT to direct a greater portion of costs to the local government unit regarding traffic signal maintenance and lamping to the point where the local community has predominantly responsible for a greater portion of annual or semi-annual lamping, painting, sanding, maintenance and related costs.

I am not at all sure that this has been the history, relative to other jointly established traffic signals in your city, and to the extent that it is not, you may wish to refer back to those agreements that we have in place with MnDOT and/or Anoka County to maintain the level of maintenance responsibility that the City has historically accepted with those intersections. It would be important for the City to maintain the same posture and status that it has relative to maintenance agreements of this nature, so that you can have consistency in your public works and other contract arrangements for maintenance of these semaphores in these intersections.

4. **Drainage – Page 3.** The Agreement purports to allocate the cost of the drainage structures and storm sewer systems and detention basins, and outlet structures to the various contributing entities based upon flows.

You will certainly want to have a commitment from Anoka County and MnDOT acknowledging what the city's percentage of flow in this area is, before we execute this Agreement. I note that on Page 6 of the Maintenance provision, maintenance of the completed storm sewer system with the exception of catch basins and basin leads, are directed to the City's obligation.

If the better part of these storm sewer facilities that are being constructed are serving predominantly MnDOT and County drainage, I doubt that the City wants to take over maintenance of those ponds, as typically there are issues relative to contaminants and other materials that flow from the highway surfaces that flow from the highway surfaces into these ponds that may be problematic and expensive, relative to their disposition and removal in future years. It may well be also that the City has no flow of storm water in the area of any consequence, and if so, it would be my recommendation that these storm water facilities as constructed, be retained as County or State responsibilities.

5. **Traffic Control for the Project – Page 3.** Again, the Joint Powers Agreement proposes to shift a portion of the traffic control expense to the City based upon the sharing of costs as outlined in the Agreement.
6. **Driveways – Page 3.** The Agreement purports to shift all expense relative to driveways for residents and the commercial properties affected by this project, to the City. Again, I am not sure what your history has been with Anoka County on these projects, but I assume that there are few driveways that are actually impacted on this project, and if so,

it would seem to me that the cost of that expense can be borne by the County.

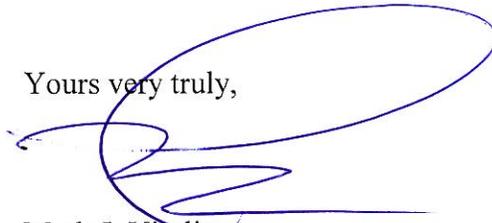
7. **Street and Landscaping**. Street and landscaping elements are called out within the Agreement so to the extent that the City wants same; they become the responsibility of the City. I am not aware that the City is projecting any special street or landscaping elements relative to this project. If they are, that certainly should be taken into consideration.
8. **Utilities – Page 3**. City Engineers should be consulted relative to any impact on any existing or proposed sanitary sewer and watermain improvements in the area, as the Agreement proposes to shift the responsibility for their reconstruction to the City as part of this project. Again, in this element, the cost of the design of these features is assigned exclusively to the City, and it requires that all design documents be submitted to the County no later than February 15th.
9. **Permits – Page 4**. This paragraph cites that the County requests the City to inform the County of any ordinances and city regulations that affect construction at the time of signing. It would be imperative to provide to the County, a copy of the City's recently adopted Right-of-Way Ordinance, as it will invariably impact the construction and reconstruction of public utilities as well as electric and gas and other utilities that are in the vicinity.
10. **Page 5 – VIV**. Provides for signalization power which shifts to the City the entirety of the expense to install and provide to the intersection, adequate electrical power sources to service the cabinet for the traffic control system. Related to that is Paragraph 10, page 6, relative to maintenance of the street lighting and provision of electrical power has been shifted to be the sole and exclusive obligation and expense of the City. The Maintenance Agreement also calls for a separate Agreement being prepared by MnDOT to finalize traffic signal maintenance responsibilities between the city, county, and MnDOT, it would be imperative to have a copy of that in advance of any execution or approval of this Joint Powers Agreement. MnDOT has within a number of communities that we are familiar, attempted to continue to shift greater responsibility for electrical service maintenance, lamping, and other related costs, to the local government unit and away from MnDOT relative to these types of signals.

I presume you have provided a copy of this Agreement to the City's Engineer for their review and comment; we reserve further comments affecting those engineering reviews upon receipt of same. We also draw your attention to Exhibit C, which is appended to the Joint Powers Agreement, which shifts 100% of any city sidewalk or any concrete sidewalk, to the city; as it does any bikeways, and local utilities. Driveway upgrades and the like are assigned 100% in cost to the City, as are the traffic signal without state-aid approved, and the EVP systems. Additionally, street lighting is previously noted as being shifted in cost to the City.

Again, I suggest the City review its past Agreements with the County relative to signalization and construction of these types of signals on joint projects. It would be important for the City to maintain the same level of participation with this project in conjunction with those projects, so the City can coordinate its utilities and expenses relative to these projects in a uniform manner.

If you have any questions, please feel free to contact me directly.

Yours very truly,

A handwritten signature in blue ink, consisting of a large, sweeping loop followed by several horizontal strokes.

Mark J. Vierling

MJV/ndf

**JOINT POWERS AGREEMENT
FOR THE RECONSTRUCTION OF COUNTY ROAD 74
(221ST AVENUE NE) FROM 2000 FT WEST OF TRUNK HIGHWAY 65 TO 2000 FT EAST OF TRUNK
HIGHWAY 65
IN THE CITY OF EAST BETHEL, MN
(SP 002-596-15)**

THIS 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, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as "County", and the City of East Bethel, 2241 221st Avenue NE, East Bethel, MN 55011, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to reconstruct County Road 74 (221st Avenue NE) from 2000 ft west of TH 65 to 2000 ft east of TH 65 and,

WHEREAS, said parties mutually agree that County Road 74 from 2000 ft west of TH 65 to 2000 ft east of TH 65 is in need of reconstruction; and,

WHEREAS, the County has prepared preliminary design plans for the reconstruction of County Road 74 from 2000 ft west of TH 65 to 2000 ft east of TH 65 in accordance with Anoka County and the Minnesota Department of Transportation standards to a staff approved layout condition; and,

WHEREAS, Anoka County has jurisdiction over County Road 74 from 2000 west of TH 65 to 2000 ft east of TH 65 and,

WHEREAS, the parties agree that it is in their best interest that the cost of said project be shared; and,

WHEREAS, Minn. Stat. § 471.59 authorizes political subdivisions of the state to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE AND UNDERSTANDING

The parties have joined together for the purpose of reconstructing the roadway, drainage, and constructing a new traffic control signal system on County Road 74 (221st Ave NE) at TH 65; as described in the plans and specifications numbered Anoka County Project S.P. 002-596-15 (hereinafter referred to as "Project") on file in the office of the Anoka County Highway Department. As part of the approval of the Project, the City and County have reached an agreement with regards to other matters which are described below:

The parties to this Joint Powers Agreement (JPA) agree in principle that construction of SP 002-596-15 from 2000 ft west of TH 65 to 2000 ft east of TH 65 is in the best interest of the traveling public and that the Preliminary Layout as shown in Exhibit "A" defines the preliminary design of the Project.

It is agreed that the Exhibit "A" Layout dated November 8, 2011 has been presented to the City Council and that by the City approving the JPA, the intersection design is approved as well, and is suitable for preparation of final construction documents. Any significant changes made hereafter to the design as presented in the Exhibit "A" Layout will require approval by the parties as an amendment to this JPA. These same changes will require a change in the cost share to include any additional design engineering costs that may occur.

IMPROVEMENTS:

It is agreed by the parties that in 2012, County Road 74 will be reconstructed to a two-lane section with concrete median to the extent shown in "Exhibit A". Improvements include, but are not limited to: construction of a new traffic signal system at TH 65, right- and left-turn lanes, through lanes, shoulders, concrete curb and gutter, and storm sewer with associated ponding.

INTERSECTIONS:

As agreed by the parties, improvements to the following intersections have been incorporated in the Exhibit "A" Layout design:

County Road 74 / TH 65: Full Access Intersection

RIGHT OF WAY:

The parties agree that the County will acquire all necessary right-of-way and easements for the Project. Acquisition of any additional right-of-way and/or easements needed for improvements to the City street intersections beyond what is defined in the Exhibit "A" Layout will be the responsibility of the City. It is agreed by the parties that all necessary right of way and easements will be in legal possession of the County prior to acceptance of bids for the project. Any City owned property or easements required for the construction will be conveyed to the County at no cost.

TRAFFIC SIGNALS:

The traffic analysis has determined that a traffic signal is warranted at the County Road 74 and TH 65 intersection. The parties agree that a traffic control signal system will be constructed at this intersection with this project pending state and federal approval. The parties agree that the cost of this new traffic signal pending the availability of Federal funding shall be split per the traffic control signal agreement with MnDOT (this agreement is still being finalized with MnDOT). Per standard MnDOT Cost Share Policy, it is anticipated that MnDOT shall pay 100% of the traffic signal costs of the TH 65 legs of the intersection (50% of the traffic signal, \$11,350 after Federal Funds applied). Under standard County cost share, Anoka County and East Bethel are each responsible for paying 50% of the County Rd 74 legs (Anoka County 25% of the traffic signal cost, East Bethel 25% of the traffic signal cost; anticipated cost

to City of \$5,675). The City and MnDOT will split the EVP construction cost 50%/50% (anticipated cost to City of \$250).

DRAINAGE:

The City shall pay for a percentage of the cost of the storm sewer system, including the detention basins and their outlet structures. The City portion of the cost is based on contributing flow through the storm sewer system to the detention basin determined by the proportion of contributing flow outside the County right of way to the total contributing flow. Preliminary estimates indicate the drainage split to be 75% County/25% City (anticipated City cost \$2,550 after Federal Funds applied).

TRAFFIC CONTROL:

The parties understand and agree that County Road 74 is anticipated to be constructed in stages and may potentially require closure. If the roadway is required to be closed, a signed detour route will be provided. Construction will be coordinated with the MnDOT "Better Roads" Project. Local access to properties within the construction limits will be maintained during all stages of construction. The parties agree and understand the cost share for traffic control for the City shall be a prorated share based on the City project cost divided by the total project cost (anticipated City cost (\$348 after Federal Funds applied).

DRIVEWAYS:

The parties agree that all driveways affected (excluding those identified for removal) by the Project will be reconstructed in kind with the cost of any upgrades requested by the City, including concrete aprons, to be the sole responsibility of the City.

LANDSCAPING/STREETSCAPING:

The parties agree that if the City wishes to include landscaping or streetscape features in the project, they shall be designed in accordance with Anoka County Highway Department Landscape/Streetscape Guidelines. The City shall supply the signed plan sheets and specifications for the proposed landscape/streetscape. The total cost of the design as well as the construction cost above standard median cost will be at the expense of the requesting City. All construction documents must be submitted to the County by February 15, 2012. Future maintenance of any landscaping/streetscaping will be the sole responsibility of the city.

UTILITIES:

The parties agree that the Exhibit "A" Layout does not include specific proposed utility locations, as those will be determined during later stages of the design process. The City will be responsible for the design of any sanitary sewer and water main improvements and/or relocations due to road reconstruction, which will be incorporated into the project bid documents. The cost of the design of these features shall be the responsibility of the City. The cost of construction of these features, other than those relocations solely due to roadway reconstruction, shall be the responsibility of the City. The cost of construction of these features solely due to road reconstruction shall be the responsibility of the

County.

The City's design of the sanitary sewer and water main utilities are to include signed plans, specifications, and estimated quantities and cost. All construction documents must be submitted to the County by February 15, 2012.

The City shall provide all City utility easement documents to the County upon signature of this agreement.

PERMITS:

The parties agree that the County will secure all necessary permits for this Project. The City agrees to coordinate with the County in securing the permits required by the Upper Rum River WMO, city permits, as well as any other permits that may be required. The County also requests that the City inform the County of any ordinances or city regulations that affect construction at the time of the signing of this JPA. (e.g. setbacks, tree clearing ordinances, or any other city ordinances.)

II. METHOD

The County shall cause the construction of Anoka County Project SP 002-596-15, in conformance with proposed engineering plans and specifications.

III. COSTS

The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the "actual construction costs" and shall be so referred to herein. "Estimated construction costs" are good faith projections of the costs, which will be incurred for this project. Actual costs will vary and those will be the costs for which the relevant parties will be responsible.

The estimated construction cost of the total project is \$999,158.87. Federal funds available for the Project are capped at \$1,100,000. The federal funds shall be split based on the ratio of eligible cost incurred by each party to the total eligible project cost. Eligible costs are the costs of items that can participate in federal funding as shown on Exhibit B.

The total estimated construction cost to the City is \$116,172.29. (prior to the application of federal funds available). After federal funding percentage is applied, the cost to the City for their share of the construction items of the Project is \$11,612.09 (\$116,172.29 minus \$104,560.20, the federal funds available to the City).

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$116,172.29. The estimated cost to the City for construction engineering is \$9,293.78. In summary the total City share of this project is \$20,905.87 (includes construction and construction engineering costs). The total cost to the City after federal funds have been applied including construction engineering is ***\$20,905.87 (see summary below).**

* (\$116,172.29 - \$104,560.20 + 9,293.78 = \$20,905.87, note: construction engineering costs are not federally eligible)

Upon award of the contract, the City shall pay to the County, upon written demand by the County, ninety five percent (95%) of its portion of the cost of the project estimated at \$19,860.58. Prior to billing, this estimate will be updated by the County to reflect the actual bid prices as awarded. An updated cost estimate shall be provided to the City at the time of billing. The City's share of the cost of the project shall include only construction and construction engineering expense and does not include engineering design and administrative expenses incurred by the County.

Upon final completion of the project, the City's share of the construction cost will be based upon actual construction costs. If necessary, adjustments to the initial ninety five percent (95%) charged will be made in the form of credit or additional charges to the City's share. Also, the remaining five percent (5%) of the City's portion of the construction costs shall be paid.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the County in conformance to the State laws.

VII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and report of all receipts and shall be made upon request by either party. Prior to city payment to the County, Anoka County shall provide the City a copy of all cost participation documents submitted to MnDOT State Aid to assist the city in their application for MSA funding.

VIII. TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. If notice is delivered by mail, it shall be deemed to be received two days after mailing. Such termination shall not be effective with respect to any solicitation of bids or any purchases of services or goods which occurred prior to such notice of termination. The City shall pay its pro rata share of costs which the County incurred prior to such notice of termination.

IX. SIGNALIZATION POWER

The City shall at their sole expense, install and cause the installation of an adequate electrical power source to the service cabinet for the County Road 74/TH 65 traffic control signal system. The responsibilities between the City, County and MnDOT are being finalized in the MnDOT traffic signal control agreement being prepared by MnDOT.

X. MAINTENANCE

- A. Maintenance of the completed storm sewer (except catch basins and catch basin leads), detention basins (including ponds and their outlet structures) shall be the sole obligation of the City.
- B. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.
- C. Following the construction, the ongoing traffic signal maintenance at the County Road 74 and TH 65 intersection will be shared by MnDOT, the County, and the City. The traffic control signal agreement being prepared by MnDOT will finalize the traffic signal maintenance responsibilities between the City, County, and MnDOT.
- D. The traffic control signal system shall be the property of MnDOT.

XI. NOTICE

For purposes of delivery of any notices herein, the notice shall be effective if delivered to the County Administrator of Anoka County, 2100 Third Avenue, Anoka, Minnesota 55303, on behalf of the County, and to the City Administrator of East Bethel, 2241 221st Avenue NE, East Bethel, MN 55011, on behalf of the City.

XII. INDEMNIFICATION

The City and County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XIII. ENTIRE AGREEMENT REQUIREMENT OF A WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

CITY OF EAST BETHEL

By: _____
Rhonda Sivarajah, Chair
Board of Commissioners

By: _____
Richard Lawrence
Mayor

Dated: _____

Dated: _____

ATTEST

By: _____
Jerry Soma
County Administrator

By: _____
Jack Davis
City Administrator

Dated: _____

Dated: _____

RECOMMENDED FOR APPROVAL

By: _____
Douglas W. Fischer, P.E.
County Engineer

By: _____
Craig Jochum, P.E.
City Engineer

Dated: _____

Dated: _____

APPROVED AS TO FORM

By: _____
Dan Klint
Assistant County Attorney

By: _____
City Attorney

Dated: _____

Dated: _____

EXHIBIT "C"

COST-SHARING AGREEMENT FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY USING COUNTY STATE AID FUNDS OR LOCAL TAX LEVY DOLLARS

<u>ITEMS</u>	<u>COUNTY SHARE</u>	<u>CITY SHARE</u>
Concrete Curb & Gutter	50%	50%
Concrete Curb & Gutter for Median Construction	100%	0%
Concrete Median	100%	0* ¹
Concrete Sidewalk	0%	100%
Concrete Sidewalk Replacement	100%	0%
Bikeways	0%	100%
Bikeway Replacement	100%,	0%
	Unless existing trail not placed at edge of R/W	
Construction or Adjustment of Local Utilities	0%	100%
Grading, Base and Bituminous	100%	0%
Storm Sewer	based on state aid letter* ²	based on state aid letter* ²
Driveway Upgrades	100%, in-kind	100%, of up-grades
Traffic Signals, new & replacements (communities larger than 5,000) w/ State Aid approved SJR	½ the cost of its legs of the intersection	the cost of its legs of the intersection plus ½ the cost of the County legs of the intersection
Traffic Signals, new & replacements (communities less than 5,000) w/ State Aid approved SJR	100%	0%
Traffic Signal, w/o State Aid approved SJR	0%	100%
EVP	0%	100%
Engineering Services	* ³	* ³
Right-of-Way	100%* ⁴	0%
Street Lights	0%	100%
Noise Walls	100%, if not previously notified* ⁵	100%, if previously notified* ⁵

- *1 The County pays for 100% of Standard Median Design such as plain concrete. If a local unit of government requests decorative median such as brick, stamped concrete, or landscaping, the local unit will pay the additional cost above the cost of standard median.
- *2 In the event no State Aid is being used, or in the event the state aid letter does not determine cost split percentages, drainage cost shares will be computed by the proportion of contributing flow outside the County right of way to the total contributing flow.
- *3 Engineering shall be paid by the Lead Agency except that any participating agency will pay construction engineering in the amount of 8% of the construction costs paid by that agency.
- *4 In the event that the Township or City requests purchase of right-of-way in excess of those right-of-ways required by County construction, the Township or City participates to the extent an agreement can be reached in these properties. For instance, a Township or City may request a sidewalk be constructed alongside a County roadway which would require additional right-of-way, in which case the Township or City may pay for that portion of the right-of-way. Acquisition of right-of-way for new alignments shall be the responsibility of the Township or City in which the alignment is located. This provision may be waived by agreement with the County Board if the roadway replaces an existing alignment and the local unit of government takes jurisdiction of that existing alignment. In addition, any costs, including right-of-way costs, incurred by the County because a Township or City did not acquire sufficient right-of-way during the platting process or redevelopment process as requested by the County shall be paid by the Township or City.
- *5 Notification includes any letter to the agency indicating that noise will potentially be an issue in the future, likely received during the Plat Review Process. Maintenance shall be the responsibility of the agency paying for the initial installation. When the County is the responsible agency, it shall pay 100% of Standard Noise Wall Cost. If a local agency requests decorative noise walls, the requesting agency will pay the additional cost above the cost of standard noise wall.

LAYOUT HISTORY

- INITIAL PROJECT LAYOUT COMPLETE APRIL 2011. LAYOUT FEATURES A NORTHERN SHIFT IN ALIGNMENT. THE PROFILE WAS RAISED EAST OF T.H. 65 TO PROVIDE FOR A FLATTER APPROACH BEING EXTENDED TO 500' IN ORDER TO REDUCE DECELERATION IN THE THROUGH LANES OF T.H. 65. ADDITIONAL GEOMETRIC FEATURES INCLUDE A 4.0' RAISED CONCRETE MEDIAN FOR CROWNED LANE AND RAMPING UP THE THROUGH LANES TO A LONG C.R. 74. NO SUPERELEVATION WILL BE REQUIRED FOR THIS PROJECT.
- T.H. 65 TURN LANES AND SORE WORK RE-COLORED AND TO BE COMPLETED BY OTHERS
- 3.75' TANGENT ADDED BETWEEN ALL REVERSE CURVES.
- NORTHWEST POND SIZED. SOUTHEAST POND REMOVED.
- EXISTING VERTICAL ALIGNMENT DESIGN EXCEPTION E.B. STA. 108+94 TO STA. 111+02.50 - TO BE ADDRESSED BY S.P.0208-146
- RADIAL INCREASED AT TH 65 TO ACCOMMODATE TURNING MOVEMENTS
- TURN LANE TYPICALS SHOW TURN LANES TIP TOWARDS MEDIAN
- CURB ADDED TO ENTIRE LENGTH OF PROJECT. POND AREAS REDESIGNED TO BE INFILTRATION PONDS.
- PROFILE ADJUSTED TO REFLECT PROPOSED OVERLAY BY S.P. 0208-146

LAYOUT & PROFILE NO. 10. COPY NO. 1
 T.H. 65, VICINITY OF EAST BETHEL
 FROM 1100' WEST OF TRUNK HIGHWAY 65
 TO 1100' EAST OF TRUNK HIGHWAY 65
 Prepared JULY 2011. Scale: Hor. 1 inch = 100. ft.
 By ANOKA COUNTY

The alignment and grades shown on this map are tentative and subject to change without notice.

Staff Approval: _____
 Date: _____
 Prepared: _____

S.P. 02-596-15 T.H. 65 A.U. PMS ACTIVITY
 S.P. 0208-146 T.H. 65 A.U. PMS ACTIVITY
 S.P. T.H. A.U. PMS ACTIVITY

Copy To: _____ For: _____

DRAWING FILE: P:\02-596-15\Bases\PROPOSED\0259615_10.dgn
 DATE PLOTTED: 11/09/2011

Level 2 LAYOUT APPROVAL
 Programmed Laying Date June 1, 2012

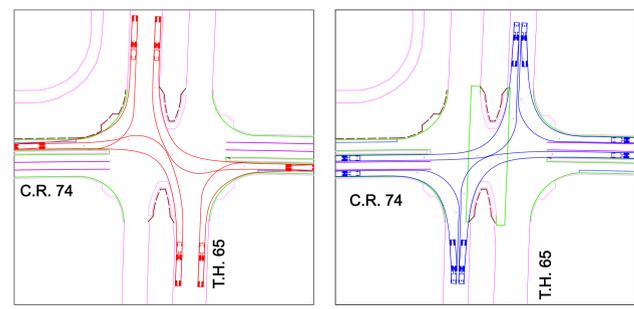
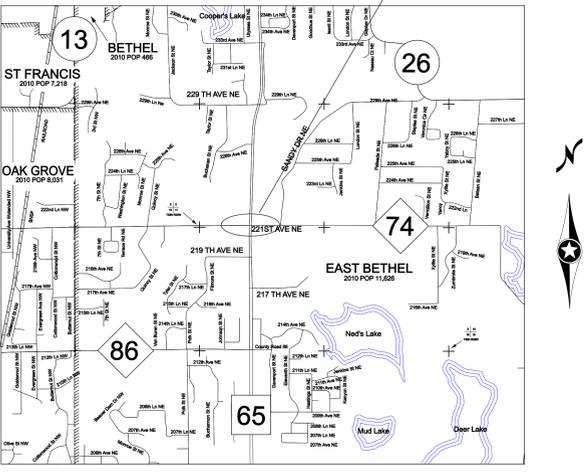
Prepared By: Curt Koblareck, P.E., Primary Design Engineer
 Reviewed By: _____
 Approved By: _____

Layout and Profile Prepared By Anoka County Highway Dept.

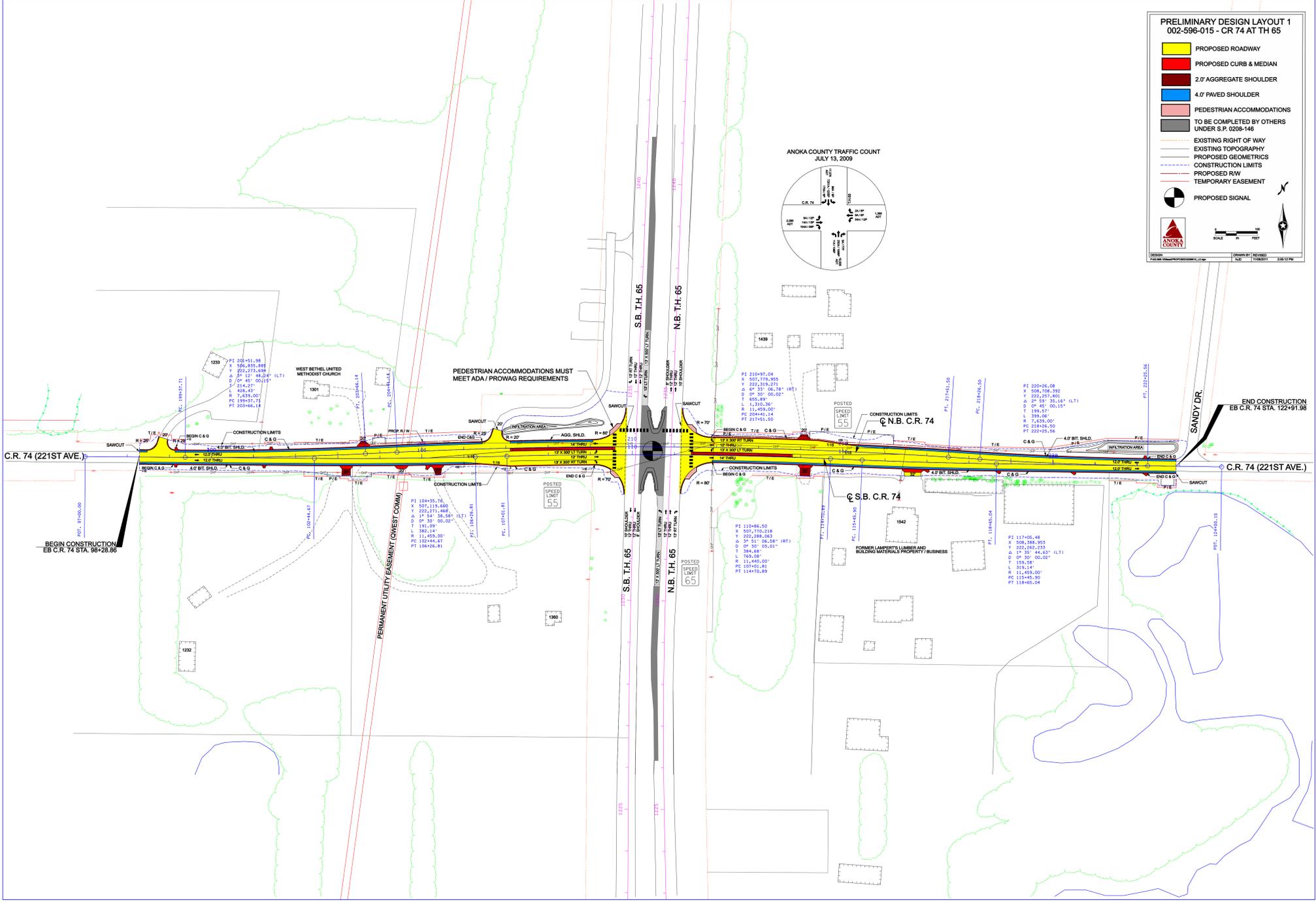
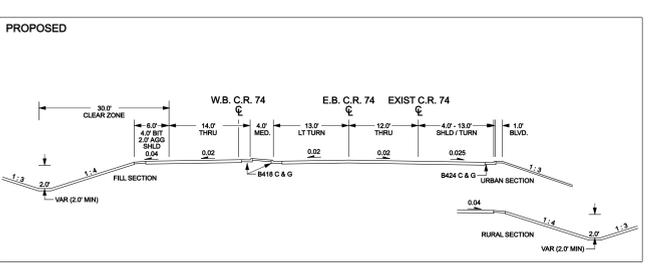
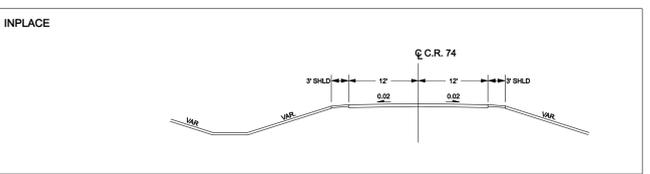
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: _____
 SIGNATURE: _____
 DATE: _____
 LICENSE NO.: _____

PROJECT LOCATION



TURNING MOVEMENTS
 DESIGN VEHICLE WB-62

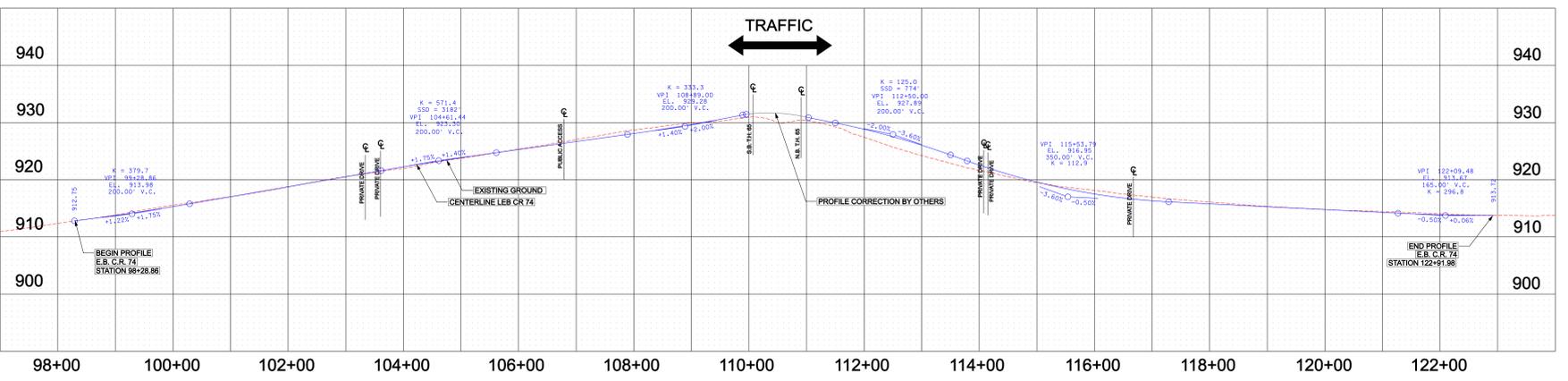


PRELIMINARY DESIGN LAYOUT 1
 002-596-015 - CR 74 AT TH 65

- PROPOSED ROADWAY
- PROPOSED CURB & MEDIAN
- 2.0' AGGREGATE SHOULDER
- 4.0' PAVED SHOULDER
- PEDESTRIAN ACCOMMODATIONS
- TO BE COMPLETED BY OTHERS UNDER S.P. 0208-146
- EXISTING RIGHT OF WAY
- EXISTING TOPOGRAPHY
- PROPOSED GEOMETRICS
- CONSTRUCTION LIMITS
- PROPOSED R/W
- TEMPORARY EASEMENT
- PROPOSED SIGNAL

ANOKA COUNTY TRAFFIC COUNT
 JULY 13, 2009

ANOKA COUNTY
 SCALE 1" = 100'





Minnesota Department of Transportation

Metropolitan District – Traffic Engineering
Waters Edge
1500 W. County Road B2
Roseville, MN 55113

Office Tel: 651-234-7872
Fax: 651-234-7809
E-mail: Chris.Bosak@state.mn.us

November 15, 2011

Doug Fischer (763-862-4213)
Anoka County Engineer
Anoka County
1440 Bunker Lake Blvd. NW
Andover, MN 55304

Douglas Sell (763-434-9569)
City Administrator
City of East Bethel
2241 221st Avenue NE
East Bethel, MN 55011

Dear Addressees:

Subject: **Anoka County Project S.P. 002-596-015, MN/DOT Project S.P. 0208-147**
TH 65 @ CR 74 (221st Ave) in the City of East Bethel
Traffic Control Signal Preliminary Agreement Information

SIGNAL WORK DESCRIPTION

This project includes installing a Traffic Control Signal and Interconnect System at:

- **TH 65 @ 221st Ave NE (System ID # 39357)**
- **Wireless Interconnection to Sims Road (213th).**

Anoka County has programmed the project mentioned above for a current letting of late summer 2012. In order to proceed with the project and prepare a signal agreement, the Department of Transportation needs concurrence from the participating agencies regarding payment of power, and maintenance responsibilities of the signal and interconnect system. **Please review the preliminary agreement information outlined below and respond on behalf of your agency.**

DESIGN FEATURES

The new traffic actuated signal system to be constructed shall include:

- Signal indications with light emitting diodes (LED).
- Inductive loop detection installed within nonmetallic conduit (NMC)
- Emergency vehicle preemption systems (EVP - detectors, confirmatory lights and cabinet equipment).
- Luminaires over the appropriate mainline signal poles (un-metered power).
Signal poles will be galvanized steel. Pedestal shafts and bases will be anodized aluminum. [Note: Signal Poles & Pedestals do not require painting. Mn/DOT recommends not painting. If local agencies elect to have the poles painted. Painting will be 100% local cost - Estimated cost \$3000/ signal system.]
- Appropriate pedestrian crossings with Accessible Pedestrian Signals (APS) (audible pedestrian push buttons), LED countdown pedestrian indications, and pedestrian curb ramps with truncated domes.
- Appropriate mast arm signing.
- Cross walk pavement markings.
- Wireless Interconnection to Sims Road (213th).

TRAFFIC CONTROL SIGNAL SYSTEM MAINTENANCE AGREEMENT

Prior to executing a contract for the project, a traffic control signal Maintenance agreement (prepared by Mn/DOT), for operation/ power and maintenance, between the State, Anoka County and the City of East Bethel must be fully executed. Current Mn/DOT policy determines operation and maintenance responsibilities.

Cost Participation:

??? The cost of the Signal will be covered with Federal HSIP funding at 90%/10%, with Anoka County providing the local 10% match. ??????

Mn/DOT assumes the cost responsibilities for the Signal design.

The City shall be responsible for the power costs (both connection fees and monthly power charges) associated with the signal system. Electrical power for the luminaires shall be un-metered and 100% City.

Maintenance Responsibilities:

MN/DOT will be responsible for operation and major maintenance including EVP, the City is responsible for minor signal maintenance and for minor luminaire maintenance.

SIGNAL LOCATION	MAJOR SIGNAL MAINT. & OPERATIONS	MINOR SIGNAL MAINT. & COSTS	LUMIN. MAINT. & COSTS	POWER COSTS	EXISTING AGREEMENT No.'s
T.H. 65 @ CR 74 (221st Ave.)	Mn/DOT	Anoka County	City of East Bethel	Signal & Luminaires: City of East Bethel	N/A (New Signal)

Maintenance Definitions:

Major signal maintenance (MN/DOT) includes replacing above or underground equipment which may include (as applicable): cabinet and contents, loop detectors, EVP, interconnect cables/conduit, mast arms, poles, pedestals, luminaire signal pole extensions, signal heads, advanced warning flashers, etc.

Minor signal maintenance (County) includes re-lamping, cleaning, and painting (if painted). (painting the signal system includes painting the luminaire mast arm extensions)

Luminaire maintenance (City) includes re-lamping, luminaire replacement and cleaning.

If all the aspects of the traffic control signal agreement identified within this letter are satisfactory to the participating agencies, an agreement will be drafted and submitted for execution prior to design completion.

Please contact me with any questions you have regarding any of the above information.

Sincerely - Minnesota Department of Transportation,

Chris Bosak - Metro District Signal Design Project Manager

Attachments:

Location Index Map

Cc: Steve Misgen – District Traffic Engineer, MS 050*
Tim Bandsund– Metro Signal Operations Manager, MS 050*
Michael Gerbensky –Signal and Lighting Design Manager, MS 050*
Wayne Norris – North Area Manager, MS 050*
Mark Lindeberg – Area Engineer, MS 050*
Cindy Krumsieg – Metro Planning, MS 050*
Kevin Schwartz – Metro Traffic, MS 050*
Curt Krohn – Metro Traffic, MS 050*
Gayle Gedstad – Metro Traffic, MS 050*
Al Espinoza – Metro Traffic, MS 050*
Dan Penn– Resident Construction Engineer, MS 050*
Maryanne Kelly-Sonnek – Municipal Agreements Engineer, OTS, MS 682*
Mike Kowski – State Aid, MS 050*
Greg Kern – State Aid, MS 050*
James Deans –CESU, MS 215*
C.S. File
District File
Design File

* Electronic copy only (hard copies available upon request)

NOTE: Assumes HSIP Funding (90/10) 90% Federal/ 10% Local Match - (10% Local Cost is cost split below)

PRELIMINARY COST PARTICIPATION CHART 11/3/2011
SP 0208-147 (TH 65 @ CR 74 (221ST)) New Signal Installation
Anoka County, City of East Bethel

Sheet 1 of 1

STATE (Mn/DOT) - TRAFFIC SIGNAL COST PARTICIPATION

Description	Estimated Cost	State	State Cost	Total
		Furnished Materials	Participation Rate	State Cost
SIGNAL SYSTEM - TH 65 @ CR 74 (221ST)				
(SYS ID #39357)				
Construct Signal System (State furnished cabinet & controller)	\$195,000	\$32,000	5%	\$11,350
EVP Construction	\$5,000		5%	\$250
[4 legs: 2 DOT, 2 County /City (50/50 SPLIT)]	Total	\$232,000		\$11,600
<u>Signal Work Totals</u>				
Construction and State-Furnished Materials Subtotal		\$232,000		\$11,600
Construction Engineering (8%)		\$18,560		\$928
Totals (Construction, State-Furn. Materials + Construction Eng.)		\$250,560		\$12,528

ANOKA COUNTY - TRAFFIC SIGNAL COST PARTICIPATION

Description	Estimated Cost	State	County Cost	Total
		Furnished Materials	Participation Rate	County Cost
SIGNAL SYSTEM - TH 65 @ CR 74 (221ST)				
(SYS ID #39357)				
Construct Signal System (State furnished cabinet & controller)	\$195,000	\$32,000	2.5%	\$5,675
EVP Construction	\$5,000		0%	\$0
[4 legs: 2 DOT, 2 County /City (50/50 SPLIT)]	Total	\$232,000		\$5,675
<u>Signal Work Totals</u>				
Construction and State-Furnished Materials Subtotal		\$232,000		\$5,675
Construction Engineering (8%)		\$18,560		\$454
Totals (Construction, State-Furn. Materials + Construction Eng.)		\$250,560		\$6,129

CITY OF EAST BETHEL - TRAFFIC SIGNAL COST PARTICIPATION

Description	Estimated Cost	State	County Cost	Total
		Furnished Materials	Participation Rate	County Cost
SIGNAL SYSTEM - TH 65 @ CR 74 (221ST)				
(SYS ID #39357)				
Construct Signal System (State furnished cabinet & controller)	\$195,000	\$32,000	2.5%	\$5,675
EVP Construction	\$5,000		5%	\$250
[4 legs: 2 DOT, 2 County /City (50/50 SPLIT)]	Total	\$232,000		\$5,925
<u>Signal Work Totals</u>				
Construction and State-Furnished Materials Subtotal		\$232,000		\$5,925
Construction Engineering (8%)		\$18,560		\$474
Totals (Construction, State-Furn. Materials + Construction Eng.)		\$250,560		\$6,399

EXHIBIT "C"

COST-SHARING AGREEMENT FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY USING COUNTY STATE AID FUNDS OR LOCAL TAX LEVY DOLLARS

<u>ITEMS</u>	<u>COUNTY SHARE</u>	<u>CITY SHARE</u>
Concrete Curb & Gutter	50%	50%
Concrete Curb & Gutter for Median Construction	100%	0%
Concrete Median	100%	0* ¹
Concrete Sidewalk	0%	100%
Concrete Sidewalk Replacement	100%	0%
Bikeways	0%	100%
Bikeway Replacement	100%,	0%
Unless existing trail not placed at edge of R/W		
Construction or Adjustment of Local Utilities	0%	100%
Grading, Base and Bituminous	100%	0%
Storm Sewer	based on state aid letter* ²	based on state aid letter* ²
Driveway Upgrades	100%, in-kind	100%, of up-grades
Traffic Signals, new & replacements (communities larger than 5,000) w/ State Aid approved SJR	½ the cost of its legs of the intersection	the cost of its legs of the intersection plus ½ the cost of the County legs of the intersection
Traffic Signals, new & replacements (communities less than 5,000) w/ State Aid approved SJR	100%	0%
Traffic Signal, w/o State Aid approved SJR	0%	100%
EVP	0%	100%
Engineering Services	* ³	* ³
Right-of-Way	100% * ⁴	0%
Street Lights	0%	100%
Noise Walls	100%, if not previously notified * ⁵	100%, if previously notified * ⁵

- *1 The County pays for 100% of Standard Median Design such as plain concrete. If a local unit of government requests decorative median such as brick, stamped concrete, or landscaping, the local unit will pay the additional cost above the cost of standard median.
- *2 In the event no State Aid is being used, or in the event the state aid letter does not determine cost split percentages, drainage cost shares will be computed by the proportion of contributing flow outside the County right of way to the total contributing flow.
- *3 Engineering shall be paid by the Lead Agency except that any participating agency will pay construction engineering in the amount of 8% of the construction costs paid by that agency.
- *4 In the event that the Township or City requests purchase of right-of-way in excess of those right-of-ways required by County construction, the Township or City participates to the extent an agreement can be reached in these properties. For instance, a Township or City may request a sidewalk be constructed alongside a County roadway which would require additional right-of-way, in which case the Township or City may pay for that portion of the right-of-way. Acquisition of right-of-way for new alignments shall be the responsibility of the Township or City in which the alignment is located. This provision may be waived by agreement with the County Board if the roadway replaces an existing alignment and the local unit of government takes jurisdiction of that existing alignment. In addition, any costs, including right-of-way costs, incurred by the County because a Township or City did not acquire sufficient right-of-way during the platting process or redevelopment process as requested by the County shall be paid by the Township or City.
- *5 Notification includes any letter to the agency indicating that noise will potentially be an issue in the future, likely received during the Plat Review Process. Maintenance shall be the responsibility of the agency paying for the initial installation. When the County is the responsible agency, it shall pay 100% of Standard Noise Wall Cost. If a local agency requests decorative noise walls, the requesting agency will pay the additional cost above the cost of standard noise wall.

OPTION 1 : MN/DOT PAYS 50% OF SIGNAL

East Bethel Cost Sharing				
Project Total	County Share	City Share	MnDOT Share	
Curb	\$60,120.00	\$35,771.40	\$24,348.60	\$0.00
Drainage	\$98,076.90	\$72,576.91	\$25,499.99	\$0.00
Traffic Signal	\$227,000.00	\$56,750.00	\$56,750.00	\$113,500.00
EVP	\$5,000.00	\$0.00	\$2,500.00	\$2,500.00
Traffic Control	\$26,526.34	\$11,223.70	\$7,416.73	\$7,885.90
Mobilization	\$44,210.57	\$18,706.17	\$12,361.22	\$13,143.17
Sub Total	\$460,933.81	\$195,028.18	\$128,876.55	\$137,029.08
Engineering (8%)	\$36,874.70	\$15,602.25	\$10,310.12	\$10,962.33
Grand Total	\$497,808.51	\$210,630.43	\$139,186.67	\$147,991.41

East Bethel Cost Sharing (Less Federal Funds)				
Project Total	County Share	City Share	MnDOT Share	
Curb	\$6,012.00	\$3,577.14	\$2,434.86	\$0.00
Drainage	\$9,807.69	\$7,257.69	\$2,550.00	\$0.00
Traffic Signal	\$22,700.00	\$5,675.00	\$5,675.00	\$11,350.00
EVP	\$500.00	\$0.00	\$250.00	\$250.00
Traffic Control	\$2,652.63	\$1,122.37	\$741.67	\$788.59
Mobilization	\$4,421.06	\$1,870.62	\$1,236.12	\$1,314.32
Sub Total	\$46,093.38	\$19,502.82	\$12,887.66	\$13,702.91
Engineering (8%)	\$31,215.75	\$13,207.86	\$8,727.89	\$9,280.00
Grand Total	\$77,309.13	\$32,710.68	\$21,615.54	\$22,982.91

Anoka County 42
 East Bethel 28
 MnDOT 30
 Traffic Control & Mobilization Percentages

OPTION 2 : MN/DOT PAYS 0% OF SIGNAL

East Bethel Cost Sharing (Less MnDOT Signal Share)				
Project Total	County Share	City Share	MnDOT Share	
Curb	\$60,120.00	\$35,771.40	\$24,348.60	\$0.00
Drainage	\$98,076.90	\$72,576.91	\$25,499.99	\$0.00
Traffic Signal	\$227,000.00	\$113,500.00	\$113,500.00	\$0.00
EVP	\$5,000.00	\$2,500.00	\$2,500.00	\$0.00
Traffic Control	\$26,526.34	\$15,251.63	\$11,274.71	\$0.00
Mobilization	\$44,210.57	\$25,419.39	\$18,791.18	\$0.00
Sub Total	\$460,933.81	\$265,019.33	\$195,914.48	\$0.00
Engineering (8%)	\$36,874.70	\$21,201.55	\$15,673.16	\$0.00
Grand Total	\$497,808.51	\$286,220.87	\$211,587.64	\$0.00

East Bethel Cost Sharing (Less Federal Funds)				
Project Total	County Share	City Share	MnDOT Share	
Curb	\$6,012.00	\$3,577.14	\$2,434.86	\$0.00
Drainage	\$9,807.69	\$7,257.69	\$2,550.00	\$0.00
Traffic Signal	\$22,700.00	\$11,350.00	\$11,350.00	\$0.00
EVP	\$500.00	\$250.00	\$250.00	\$0.00
Traffic Control	\$2,652.63	\$1,525.16	\$1,127.47	\$0.00
Mobilization	\$4,421.06	\$2,541.94	\$1,879.12	\$0.00
Sub Total	\$46,093.38	\$26,501.93	\$19,591.45	\$0.00
Engineering (8%)	\$31,215.75	\$17,947.86	\$13,267.89	\$0.00
Grand Total	\$77,309.13	\$44,449.80	\$32,859.34	\$0.00

Anoka County 57
 East Bethel 43
 MnDOT 0
 Traffic Control & Mobilization Percentages



City of East Bethel City Council Agenda Information

Date:

December 7, 2011

Agenda Item Number:

Item 8.0 B.2

Agenda Item:

Pay Estimate #7 for the Phase 1, Project 1 Utility Improvements

Requested Action:

Consider approval of Pay Estimate #7

Background Information:

Attached is a copy of Pay Estimate #7 to S.R. Weidema for the construction of the Phase 1, Project 1 Utility Improvements. The major pay items for this pay request include sanitary sewer construction at the north end of the theater and across 187th Avenue, street construction on Ulysses Street north of 187th Avenue, clearing and grubbing and constructing an access road in the wetland area adjacent to TH 65 and other miscellaneous items. Two separate payments will be made. One payment will be to S.R. Weidema and the other will be to the escrow account established at TCF Bank. We recommend partial payment of \$626,942.98. A summary of the recommended payment breakdown is as follows:

Contractor Payment Summary			
	Totals to Date	Less Previous Payments	Amount Due this Estimate
MCES	\$3,008,047.89	\$2,529,249.05	\$478,798.84
City	\$2,102,725.52	\$1,985,928.53	\$116,796.99
Total	\$5,110,773.41	\$4,515,177.58	\$595,595.83
Escrow Payment Summary			
	Totals to Date	Less Previous Payments	Amount Due this Estimate
MCES	\$158,318.31	\$133,118.37	\$25,199.94
City	\$110,669.76	\$104,522.55	\$6,147.21
Total	\$268,988.07	\$237,640.92	\$31,347.15

Attachments:

1. Pay Estimate #7

Fiscal Impact:

This estimate includes payment of \$595,595.83 to S.R. Weidema and \$31,347.15 to the escrow account for a total of \$626,942.98. Payment for this project will be financed from the bond proceeds. Funds, as noted above, are available and appropriate for this project.

Recommendation(s):

Staff recommends Council consider approval of Pay Estimate #7 in the amount of \$595,595.83 to S.R. Weidema and \$31,347.15 to the TCF Bank escrow account for the Phase 1, Project 1 Utility Improvements.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

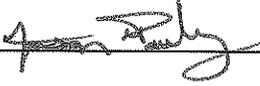
No Action Required: _____

CONTRACTOR'S PAY REQUEST		DISTRIBUTION:
East Bethel Gravity Interceptor & Discharge & Utility Infrastructure Project		CONTRACTOR (1)
CITY OF EAST BETHEL, MN		OWNER (1)
PROJECT NO. C12.100028		ENGINEER (1)
Pay Estimate No. 7		BONDING CO. (1)
TOTAL AMOUNT BID		\$11,686,468.20
CHANGE ORDER NO. 1 (REVISED)		\$324,949.43
CHANGE ORDER NO. 2		\$43,536.10
EXTRA WORK		\$2,492.00
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS		\$12,057,445.73
MCES STORED MATERIALS TO DATE		\$1,010,333.55
EAST BETHEL STORED MATERIALS TO DATE		\$365,431.25
TOTAL, STORED MATERIALS TO DATE		\$1,375,764.80
DEDUCTION FOR MCES STORED MATERIALS USED IN WORK COMPLETED		\$662,720.55
DEDUCTION FOR EAST BETHEL STORED MATERIALS USED IN WORK COMPLETED		\$173,694.19
TOTAL DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED		\$836,414.74
TOTAL DUE MCES STORED MATERIALS TO DATE		\$347,613.00
TOTAL DUE EAST BETHEL STORED MATERIALS TO DATE		\$191,737.06
TOTAL DUE, STORED MATERIALS TO DATE		\$539,350.06
TOTAL, MCES COMPLETED WORK TO DATE		\$2,818,753.21
TOTAL, EAST BETHEL COMPLETED WORK TO DATE		\$2,021,658.22
TOTAL, COMPLETED WORK TO DATE		\$4,840,411.42
TOTAL, COMPLETED MCES WORK & STORED MATERIALS		\$3,166,366.21
TOTAL, COMPLETED EAST BETHEL WORK & STORED MATERIALS		\$2,213,395.28
TOTAL, COMPLETED WORK & STORED MATERIALS		\$5,379,761.48
MCES RETAINED PERCENTAGE (5%)		\$158,318.31
EAST BETHEL RETAINED PERCENTAGE (5%)		\$110,669.76
TOTAL RETAINED PERCENTAGE (5%)		\$268,988.07
TOTAL EARNED LESS RETAINAGE MCES TO DATE		\$3,008,047.90
TOTAL EARNED LESS RETAINAGE EAST BETHEL TO DATE		\$2,102,725.51
TOTAL EARNED LESS RETAINAGE TO DATE		\$5,110,773.41
TOTAL, MCES AMOUNT PAID ON PREVIOUS ESTIMATES		\$2,529,249.05
TOTAL EAST BETHEL AMOUNT PAID ON PREVIOUS ESTIMATES		\$1,985,928.53
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES		\$4,515,177.58
MCES THIS ESTIMATE		\$478,798.84
EAST BETHEL THIS ESTIMATE		\$116,796.99
PAY CONTRACTOR AS ESTIMATE NO. 7		\$595,595.83

Certificate for Partial Payment

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

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

By  Name PM Title

Date 11/30/11

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

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

By , PROJECT ENGINEER

Date 11/30/11

APPROVED FOR PAYMENT:

OWNER:

By _____
Name Title Date

And _____
Name Title Date

STORED MATERIALS

East Bethel Gravity Interceptor & Discharge & Utility Infrastructure Project

CITY OF EAST BETHEL, MN

PROJECT NO. C12.100028

PAY ESTIMATE NO. 7

SUMMARY OF STORED MATERIALS: PAYMENT FOR APPROVED MATERIALS STORED ON SITE:	Invoice Unit Price	MCECS		CITY		MCECS		CITY		MCECS		CITY		MCECS		CITY		
		TOTAL STORED MATERIALS Quantity	Amount	TOTAL STORED MATERIALS Quantity	Amount	MATERIALS USED IN PROJECT Quantity	Amount	MATERIALS USED IN PROJECT Quantity	Amount	MATERIALS USED IN PROJECT Quantity	Amount	MATERIALS USED IN PROJECT Quantity	Amount	STORED MATERIALS ON HAND	Amount	STORED MATERIALS ON HAND	Amount	STORED MATERIALS ON HAND
8" PVC SEWER PIPE SDR 35	\$ 2.84		\$ -	1232 LF	\$ 3,498.88		\$ -	1232 LF	\$ 3,498.88		\$ -		\$ -		\$ -		\$ -	
8" PVC SEWER PIPE SDR 26	\$ 3.79		\$ -	2940 LF	\$ 11,142.60		\$ -	2474 LF	\$ 9,376.46		\$ -		\$ 1,766.14		\$ 1,766.14		\$ 1,766.14	
12" PVC SEWER PIPE SDR 26	\$ 8.14		\$ -	672 LF	\$ 5,873.28		\$ -	168 LF	\$ 1,468.32		\$ -		\$ 4,404.96		\$ 4,404.96		\$ 4,404.96	
15" PVC SEWER PIPE SDR 26	\$ 12.92		\$ -	122 LF	\$ 1,576.24		\$ -	122 LF	\$ 1,576.24		\$ -		\$ 2,170.56		\$ 2,170.56		\$ 2,170.56	
15" PVC SEWER PIPE SDR 35	\$ 9.53		\$ -	1428 LF	\$ 13,608.84		\$ -	53 LF	\$ 504.69		\$ -		\$ 13,608.84		\$ 13,608.84		\$ 13,608.84	
24" PVC SEWER PIPE SDR 26	\$ 34.77		\$ 121,685.00	322 LF	\$ 11,195.94		\$ -		\$ -		\$ -		\$ 131,048.13		\$ 121,685.00		\$ 9,353.13	
24" PVC SEWER PIPE PS46	\$ 25.22		\$ -	560 LF	\$ 14,123.20		\$ -		\$ -		\$ -		\$ 14,123.20		\$ 14,123.20		\$ -	
6" PVC SEWER PIPE SDR 26	\$ 2.42		\$ -	854 LF	\$ 2,066.68		\$ -	1187.65 LF	\$ 3,022,850.75		\$ -		\$ 263.78		\$ -		\$ 263.78	
60" SN72/PN25 GRAVITY SEWER PIPE WFWC	\$ 255.00		\$ 302,850.75		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
24" PVC C905 DR 21 WM	\$ 49.02		\$ -	1780 LF	\$ 87,255.60		\$ -	298.5 LF	\$ 14,832.47		\$ -		\$ 72,823.13		\$ -		\$ 72,823.13	
12" PVC C900 DR 18 WM	\$ 13.17		\$ -	820 LF	\$ 10,799.40		\$ -	820 LF	\$ 10,799.40		\$ -		\$ -		\$ -		\$ -	
8" PVC C800 DR 25 WM	\$ 4.45		\$ -	2400 LF	\$ 10,680.00		\$ -	2299 LF	\$ 10,230.55		\$ -		\$ 449.45		\$ -		\$ 449.45	
16" PVC C905 PIPE DR 21 WM	\$ 19.81		\$ -	4220 LF	\$ 82,754.20		\$ -	3117 LF	\$ 61,124.37		\$ -		\$ 21,629.83		\$ -		\$ 21,629.83	
4" GATE VALVE	\$ 411.05		\$ -	17 EA	\$ 6,987.85		\$ -	17 EA	\$ 6,987.85		\$ -		\$ -		\$ -		\$ -	
6" GATE VALVE	\$ 524.88		\$ -	23 EA	\$ 12,072.24		\$ -	20 EA	\$ 10,497.60		\$ -		\$ 1,574.64		\$ -		\$ 1,574.64	
8" GATE VALVE	\$ 835.46		\$ -	10 EA	\$ 8,354.60		\$ -	10 EA	\$ 8,354.60		\$ -		\$ -		\$ -		\$ -	
HYDRANT	\$ 2,544.46		\$ -	23 EA	\$ 58,522.58		\$ -	13 EA	\$ 33,077.98		\$ -		\$ 25,444.60		\$ -		\$ 25,444.60	
16" PVC C905 DR 14 DISCHARGE PIPING	\$ 44.46		\$ 180,507.60	4060 LF	\$ -		\$ -	3440 LF	\$ 152,942.40		\$ -		\$ 27,565.20		\$ 27,565.20		\$ -	
42" 172 SN 25 PN GRAVITY SEWER PIPE WFWC	\$ 113.00		\$ 239,921.60	2123.2 LF	\$ -		\$ -	1274 LF	\$ 143,962.00		\$ -		\$ 95,959.60		\$ 95,959.60		\$ -	
48" 172 SN 25 PN GRAVITY SEWER PIPE WFWC	\$ 136.00		\$ 2,740.40	20.15 LF	\$ -		\$ -	20.15 LF	\$ 2,740.40		\$ -		\$ -		\$ -		\$ -	
42" 100 SN 25 PN GRAVITY SEWER PIPE WFWC	\$ 125.00		\$ 60,225.00	481.8 LF	\$ -		\$ -	481.8 LF	\$ 60,225.00		\$ -		\$ 88,270.00		\$ 88,270.00		\$ -	
42" 146 SN 25 PN GRAVITY SEWER PIPE WFWC	\$ 100.00		\$ 88,270.00	\$882.70 LF	\$ -		\$ -		\$ -		\$ -		\$ 38,448.00		\$ 38,448.00		\$ -	
36" 172 SN 25 PN GRAVITY SEWER PIPE WFWC	\$ 96.00		\$ 38,448.00	400.5 LF	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
TOTAL			\$ 1,010,333.55		\$ 385,431.25		\$ 662,720.55		\$ 573,684.19		\$ 836,414.74		\$ 539,350.06		\$ 347,613.00		\$ 161,757.06	
			\$ -		\$ 1,375,764.80		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 539,350.06	

CITY BOND SPLIT CALCULATIONS

SECTION	SUBTOTALS	SEWER	WATER	DESCRIPTION	CHECK TOTALS
MOBILIZATION	\$117,418.27	\$67,613.12	\$49,805.15	Apportioned	
REMOVALS	\$51,385.02	\$29,589.10	\$21,795.92	Apportioned	
DISCHARGE PIPING	\$0.00	\$0.00	\$0.00	Apportioned	
STREET & STORM SEWER	\$247,229.02	\$142,362.21	\$104,866.81	Apportioned	
EROSION CONTROL & RESTORATION	\$44,549.33	\$25,652.90	\$18,896.43	Apportioned	
OPTION 1 PILING	\$0.00	\$0.00	\$0.00	Apportioned	
OPTION 2 PILING	\$0.00	\$0.00	\$0.00	Apportioned	
CHANGE ORDERS	\$248,197.27	\$124,098.63	\$124,098.63	50%	
STORED MATERIALS	\$191,737.06	\$ 70,015.41	\$121,721.65	By Type	
	\$				
SANITARY SEWER	\$755,997.01	\$755,997.01			
WATERMAIN	\$556,882.30		\$556,882.30		\$191,737.06
TOTALS		\$1,215,328.38	\$998,066.90		\$2,021,658.22
Total - Retainage		\$1,154,561.96	\$948,163.55		\$2,102,725.51
PREVIOUS ESTIMATE 1		\$69,994.94	\$50,473.59		\$120,468.53
PREVIOUS ESTIMATE 2		\$286,687.28	\$276,737.92		\$563,425.20
PREVIOUS ESTIMATE 3		\$44,077.24	\$84,713.16		\$128,790.40
PREVIOUS ESTIMATE 4		\$191,282.62	\$235,041.58		\$426,324.20
PREVIOUS ESTIMATE 5		\$313,878.85	\$148,606.65		\$462,485.49
PREVIOUS ESTIMATE 6		\$181,701.39	\$102,733.31		\$284,434.70
THIS ESTIMATE		\$66,939.64	\$49,857.34		\$116,796.99
		Sewer Total	Water Total		Check Total

Partial Pay Estimate No.:

East Bethel Gravity Interceptor & Discharge & Utility Infrastructure Project

CITY OF EAST BETHEL, MN

PROJECT NO. C12.10002B

METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES Project No. 001602

WORK COMPLETED THROUGH NOVEMBER 22, 2011

ITEM NO.	ITEM	UNIT PRICE	AS BID		AS BID - CITY		AS BID - MCEs		CURRENT ESTIMATE		CURRENT ESTIMATE - CITY		CURRENT ESTIMATE - MCEs		COMPLETED TO DATE		COMPLETED TO DATE - CITY		COMPLETED TO DATE - MCEs			
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT						
223	02530 GRAVITY SEWER PILING CONCRETE - PILE CAP, GRADE BEAM, MH BASE	\$496.92	1185	CY	\$588,850.20			1,185.00	CY	\$588,850.20												
224	02530 GRAVITY SEWER PILING STEEL - PILE CAP, GRADE BEAM, MH BASE	\$1.00	150255	POUND	\$150,255.00			150,255.00	POUND	\$150,255.00												
225	02531 TEST PILE (12 3/4")	\$132.00	200	LF	\$26,520.00			200.00	LF	\$26,520.00												
226	CHANGE ORDER NO 1 - FUEL COSTS	\$160,606.66	1	EACH	\$160,606.66	1.00	EACH	\$160,606.66							1.00	EACH	\$160,606.66	1.00	EACH	\$160,606.66		
227	114 - 21.6" O.D. HDPE DR7	\$13.90	2873	LF	\$39,647.40				LF													
228	137 - 19.5" O.D. HDPE DR 11	\$7.63	760	LF	\$5,827.70				LF													
229	138 - 32" O.D. HDPE DR 11	\$16.08	4040	LF	\$67,427.60				LF													
230	101 - Sanitary Sewer Casting	\$16.18	13	EACH	\$210.34			4.00	EACH	\$64.72	3.00	EACH	\$48.54	1.00	EACH	\$16.18	12.00	EACH	\$194.16	11.00	EACH	\$177.96
231	102 - Watermain Casting	\$50.84	32	EACH	\$2,068.88				EACH													
232	196 - Catch Basin Casting	\$26.13	10	EACH	\$261.30				EACH													
233	223 - Gravity Sewer Piling Concrete	\$15.03	1185	CY	\$17,810.55				CY													
234	224 - Gravity Sewer Piling Steel	\$0.20	150255	POUND	\$30,051.00				POUND													
235	2770 18" CONCRETE CURB AND GUTTER - COST SPLITS (11.75 LF)	\$5.61	8470	LF	\$47,516.70			1,077.00	LF	\$7,118.97	718.00	LF	\$4,745.98	359.00	LF	\$2,372.99	8,463.00	LF	\$55,940.43	6,242.67	LF	\$41,264.03
236	2770 18" CONCRETE CURB AND GUTTER - CITY PORTION (11.75 LF)	\$5.74	8470	LF	\$48,536.80			1,077.00	LF	\$5,535.78	1,077.00	LF	\$5,535.78				8,463.00	LF	\$43,499.82	8,463.00	LF	\$43,499.82
237	2740 12" TYPE LV3 NON WEARING COURSE MIXTURE B - STREETS	\$65.80	283	TON	\$15,791.40				TON													
238	2740 12" TYPE LV4 WEARING COURSE MIXTURE B - STREETS	\$6.80	2340	SY	\$15,812.00				SY													
239	2740 BITUMINOUS CURB	\$1.65	7520	LF	\$12,408.00				LF													
240	2770 18" CONCRETE CURB AND GUTTER	\$12.50	960	LF	\$12,000.00				LF													
241	MH 500 & 501 Inverts	\$1,012.00	1	LS	\$1,012.00				LS							1.00	LS	\$1,012.00	1.00	LS	\$1,012.00	
242	Modify Storm Structures on Ulysses & Buchanan	\$1,480.00	1	LS	\$1,480.00				LS							1.00	LS	\$1,480.00	1.00	LS	\$1,480.00	
243																						
244																						
245																						
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275																						
TOTAL AMOUNT:					\$12,057,445.73		\$4,703,622.10		\$7,143,452.76		\$666,266.96		\$122,944.20		\$543,322.78		\$4,840,411.42		\$2,021,668.22		\$2,810,753.21	



City of East Bethel City Council Agenda Information

Date:

December 7, 2011

Agenda Item Number:

Item 8.0 B.3

Agenda Item:

Construction Administration Costs for the Phase 1 Project 1 Utility Project

Requested Action:

Consider Approval of the Construction Administration Costs for the Phase 1 Project 1 Utility Project

Background Information:

The City has an agreement with Bolton & Menk for construction administration services for the Phase 1 Project 1 Utility Project. Although the agreement specified the not-to-exceed costs, it did not specify the cost split between the City and Metropolitan Council Environmental Services (MCES). The cost split is proposed to follow the construction cost split of 61% MCES and 39% City. MCES has approved this cost split. The City is also responsible for 39% of the material testing services performed by Braun Intertec. Staff has reviewed the current outstanding invoices from Bolton & Menk and Braun Intertec. The invoices include work performed from March through October 14, 2011. The cost split totals based on the 61% / 39% split are as follows:

<u>Company</u>	<u>City Share</u>	<u>MCES Share</u>
Bolton & Menk	\$194,609.24	\$304,388.80
Braun Intertec	<u>\$ 5,668.55</u>	<u>\$ 8,866.20</u>
Total	\$200,277.79	\$313,255.00

Fiscal Impact:

As noted above. These costs will be paid by the bond proceeds from the Phase 1 Project 1 Utility Project.

Recommendation(s):

Staff recommends that Council consider approving the outstanding invoices for construction services to Bolton & Menk in the amount of \$498,998.04 and Braun Intertec in the amount of \$14,534.75. Upon approval of these payments staff will submit a reimbursement request to MCES in the amount of \$313,255.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



City of East Bethel City Council Agenda Information

Date:

December 7, 2011

Agenda Item Number:

Item 8.0 D.1

Agenda Item:

Resolution 2011-60 Approving Final Budgets for the General Fund, Debt Service Funds, Special Revenue Funds, Capital Project Funds and Proprietary Funds for 2012

Requested Action:

Consider adopting Resolution 2011-60 setting the final budget amounts for 2012.

Background Information:

A draft budget was submitted to Council on June 30, 2011. Throughout the summer Council discussed various aspects of the 2012 Budget. The 2012 preliminary budget was adopted on September 7, 2011.

The following represents increases and decreases to the 2012 Preliminary General Fund Budget due to additional information received after the Preliminary Budget was adopted. These changes reduce the 2012 General Fund budget by \$700.

Finance Department

301-Auditing & Accounting Services

Approved: \$25,000

Proposed: \$20,000

Decrease: \$ 5,000

Decrease \$5,000 due to change in accounting firms to provide Auditing services

Fire Department

103-Part-Time Employees

Approved: \$108,223

Proposed: \$106,133

Decrease: \$ 2,090

Decrease \$2,090 to reflect reduction in pay to paid-on-call firefighters

125-FICA/Medicare

Approved: \$14,778

Proposed: \$14,618

Decrease: \$ 160

Decrease \$160 to reflect reduction in pay to paid-on-call firefighters

231-Small Tools & Minor Equipment

Approved: \$7,275

Proposed: \$6,525

Decrease: \$ 750

Decrease \$750 by reducing purchases of minor equipment

309-Information Systems

Approved: \$1,500

Proposed: \$ 0

Decrease: \$1,500

Decrease \$1,500 by delaying purchase of Fire Inspector computer

434-Conferences/Meetings

Approved: \$1,500

Proposed: \$1,000

Increase: \$ 500

Decrease \$500 to account for reduced conference expenses

Building Inspection Department

141-Unemployment Benefits

Approved: \$0

Proposed: \$12,250

Increase: \$12,250

Increase \$12,250 to account for unemployment compensation for support staff position eliminated in 2011.

434-Conferences/Meetings

Approved: \$1,300

Proposed: \$4,800

Increase: \$3,500

Increase \$3,500 to reflect the education required for sewage treatment systems

Park Department

103-Part-Time Employees

Approved: \$18,000

Proposed: \$12,000

Decrease: \$ 6,000

Decrease \$6,000 to eliminate 1 seasonal part time helper during the summer season.

125-FICA/Medicare

Approved: \$22,141

Proposed: \$21,691

Decrease: \$ 450

Decrease \$450 to eliminate 1 seasonal part time helper during the summer season.

These changes to the 2011 Preliminary General Fund budget total \$700 resulting in a decrease in expenditures of \$170,667 over the 2011 final budget.

Budgets for Special Revenue Funds, Capital Project Funds, Enterprise Funds and Internal Service Funds

were presented and also discussed by Council at meetings in July, August and September.

Projected expenditures for 2012 are below 2011 adopted levels by 3.44%. The budget resolution presented reflects direction from Council from the budget discussions and the changes identified above.

Summary

With the changes noted above, the City tax levy for General Fund activities would decrease 10.5% from pay 2011 to pay 2012 reflecting reduced operating expenses.

Fiscal Impact:

These budgets establish the City's legal level of spending within the respective funds.

Recommendation(s):

Staff seeks direction on budget reductions and approval of Resolution 2011-60 setting the final budgets for 2012.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

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

RESOLUTION NO. 2011-60

**RESOLUTION APPROVING FINAL BUDGETS FOR THE GENERAL FUND,
DEBT SERVICE FUNDS, SPECIAL REVENUE FUNDS, CAPITAL PROJECTS FUNDS,
AND PROPRIETARY FUNDS FOR 2012**

WHEREAS, The City Council of the City of East Bethel is the governing body of the City of East Bethel.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the City of East Bethel's budgets for 2012 in the amounts detailed below are hereby accepted and approved:

	<u>Revenues</u>	<u>Expenditures</u>
GENERAL FUND (detail below)	\$4,795,898	\$4,795,898
Debt Service Funds		
2005 Special Assessment Bonds	\$ 28,125	\$ 59,570
2005 Public Safety Bonds	\$ 147,328	\$ 137,088
2008 General Obligation Sewer Revenue Bonds	\$ 176,500	\$ 175,935
2010 General Obligation Water Revenue Note	\$ 5,000	\$ 4,156
2010 General Obligation Water Revenue Bonds	\$ 345,183	\$ 767,573
2010 General Obligation Utility Revenue Bonds	\$ 131,797	\$ 377,062
2010 General Obligation Bonds	\$ 0	\$ 42,232
Special Revenue Funds		
Recycling Fund	\$ 32,721	\$ 32,721
SAFER Grant Fund	\$ 90,750	\$ 90,750
Housing & Redevelopment Authority Fund	\$ 0	\$ 37,100
Capital Project Funds		
Building Capital Project Fund	\$ 50,000	
MSA Street Construction	\$ 547,268	
Park Acquisition and Development Fund	\$ 0	
Street Capital Project Fund	\$ 425,000	
Park Capital Fund	\$ 100,000	
Park Trail Fund	\$ 5,000	
WAC Fund	\$ 5,000	\$ 5,000
SAC Fund	\$ 0	
Minard Street Reconstruction Fund	\$ 0	
Proprietary Funds		
Water Fund	\$ 33,400	\$ 61,112
Sewer Fund	\$ 73,400	\$ 95,883
Arena Fund	\$ 272,500	\$ 296,761
Equipment Replacement Fund	\$ 318,200	\$ 600,000

GENERAL FUND REVENUE SUMMARY

R 101-31010 Current Ad Valorem Taxes	\$4,191,470
R 101-31810 Franchise Taxes	\$35,000
R 101-32110 Alcoholic Beverages	\$25,000
R 101-32120 Garbage Hauler's License	\$1,800
R 101-32130 Contractor's License	\$50
R 101-32130 Tobacco Sales Licenses	\$3,000
R 101-32180 Other Permits/Licenses	\$5,000
R 101-32210 Building Permits	\$70,000
R 101-32212 Septic System Install	\$6,000
R 101-32230 Plumbing Connection Permits	\$1,500
R 101-32255 ROW Permits	\$5,000
R 101-33000 Misc Intergovernmental	\$4,000
R 101-33404 PERA Aid	\$2,123
R 101-33418 Muni State Aid St Maintenance	\$182,422
R 101-33420 State Aid-Fire Relief	\$40,103
R 101-34103 Zoning and Subdivision	\$4,000
R 101-34104 Bldg Plan Reviews	\$15,000
R 101-34105 Sale of Maps and Publications	\$150
R 101-34107 Assessment Search Fees	\$60
R 101-34109 Other General Gov't Charges	\$93,000
R 101-34110 Election Filing Fees	\$20
R 101-34111 Contractor License	\$100
R 101-34112 Septic Pumping Tracking	\$2,500
R 101-34202 Fire Protection Services	\$4,000
R 101-34940 Cemetery Revenues	\$3,000
R 101-35100 Court Fines	\$58,000
R 101-35105 Tobacco Violation Fines	\$100
R 101-35106 Liquor Violation Fines	\$0
R 101-36210 Interest Earnings	\$5,000
R 101-36220 Other Rents and Royalties	\$7,500
R 101-36240 Refunds and Reimbursements	\$31,000
TOTAL GENERAL FUND	<u>\$4,795,898</u>

GENERAL FUND EXPENDITURE SUMMARY

Dept 41110 Mayor/City Council	\$85,604
Dept 41320 City Administration	\$208,093
Dept 41410 Elections	\$11,191
Dept 41430 City Clerk	\$106,594
Dept 41520 Finance	\$223,206
Dept 41550 Assessing	\$50,000
Dept 41610 Legal	\$152,500
Dept 41810 Human Resources	\$2,975
Dept 41910 Planning and Zoning	\$209,242
Dept 41940 General Govt Buildings/Plant	\$46,260
Dept 42110 Police	\$959,272
Dept 42210 Fire Department	\$539,591
Dept 42410 Building Inspection	\$188,832
Dept 43110 Engineering	\$48,000
Dept 43201 Park Maintenance	\$403,780
Dept 43220 Street Maintenance	\$732,587
Dept 45311 Civic Events	\$2,500
Dept 48140 Risk Management	\$102,119
Dept 48150 Central Services/Supplies	\$96,807
Dept 49360 Transfers Out	<u>\$626,745</u>
TOTAL GENERAL FUND	<u>\$4,795,898</u>

Adopted this 7th day of December, 2011 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:

December 7, 2011

Agenda Item Number:

Item 8.0 D.2

Agenda Item:

Resolution 2011-61 Approving the Final 2012 Property Tax Levy

Requested Action:

Consider approving Resolution 2011-61 setting the final property tax levy amount for 2012.

Background Information:

General Fund

Council, through discussions at several City Council meetings through out the summer has determined that a property tax levy for 2012 be set such that funds are available to accomplish the goals and objectives Council has identified. To make provisions for these goals and objectives, a General Fund levy of \$4,191,470 is necessary.

Debt Service

To service existing debt, a tax capacity based debt levy of \$158,000 is necessary to make principal and interest payments on the 2008 Sewer Revenue Bonds. Further, a market value based levy of \$147,328 is necessary for principal and interest on the 2005 Public Safety Bonds that were issued for the Fire Station and Weather Warning Sirens projects.

Summary

When the debt service levy of \$305,328 is added to the General Fund levy of \$4,191,470, the total levy amount proposed is \$4,496,798. This represents an 8.89 percent decrease from the 2011 total levy amount.

Resolution 2011-61 provides for the property tax levy required for the current spending proposed for the General Fund and the debt service requirements of the 2008 Sewer Revenue Bonds and the 2005 Public Safety Bonds.

Fiscal Impact:

As noted above.

Recommendation(s):

Staff recommends approval of Resolution 2011-61 setting the final property tax levy for 2012 and direction this resolution be forwarded to the Anoka County Auditor.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____

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

RESOLUTION NO. 2011-61

**RESOLUTION APPROVING THE FINAL TAX CAPACITY LEVY AND REFERENDUM
MARKET VALUE LEVY FOR THE GENERAL FUND AND DEBT SERVICE FUNDS FOR 2012**

WHEREAS, The City Council of the City of East Bethel is the governing body of the City of East Bethel; and

WHEREAS, Minnesota Statutes require that a final levy amount be provided to the Anoka County Auditor on or before December 28, 2011.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the City of East Bethel, Minnesota hereby proposes that a tax is to be levied on all taxable real and personal property within the City of East Bethel for the purpose and sums as follows:

General Fund	\$4,191,470
2008 Sewer Revenue Bonds	\$ 158,000
2005 Public Safety Bonds – Referendum Market Value Levy	<u>\$ 147,328</u>
	<u>\$4,496,798</u>

Adopted this 7th day of December, 2011 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:

December 7, 2011

Agenda Item Number:

Item 8.0 D.3

Agenda Item:

Resolution 2011-62 Setting Final EDA Tax Levy and Budget

Requested Action:

Consider approving Resolution 2011-62 setting the EDA final tax levy and budget for 2012.

Background Information:

The East Bethel City Council passed enabling Resolution No. 2008-83 establishing the East Bethel Economic Development Authority (EBEDA) on July 16, 2008. Resolution No. 2011-27 amending Resolution No. 2008-83 was approved on August 17, 2011 and limited the powers of the EBEDA to levy a tax within the City of East Bethel.

City Council has directed the EBEDA to become an active board to address economic planning, marketing and improve the economic vitality within the City. In order to accomplish these goals the EBEDA requires financial resources.

The EBEDA is a special taxing district and the City of East Bethel is authorized by Minnesota Statute 469.107 to levy a tax in any year for the benefit of the authority. The tax must not be more than 0.01813 percent of the taxable market value.

The maximum levy allowed for pay 2012 taxes is \$163,428 (East Bethel Market Value of \$901,424,900 X 0.0183%). The resolution presented for your approval provides for the maximum tax levy for pay 2012.

The final tax levy must be submitted to Anoka County by December 28, 2011.

Also attached is the EBEDA budget for 2012. The EBEDA has reviewed the budget.

Attachment(s):

1. Resolution 2011-62 Approving the Final EBEDA Property Tax Levy at \$163,428 and the Final EBEDA 2012 Budget at \$163,428.
2. EBEDA Final 2012 Budget

Fiscal Impact:

As outlined above

Recommendation(s):

Staff recommends adoption of Resolution 2011-62 approving the final EBEDA property tax levy and proposed budget for 2012 at \$163,428. Further, that a copy of the approved resolution be transmitted to the County on or before December 28, 2011.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

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

RESOLUTION NO. 2011-62

**RESOLUTION APPROVING THE FINAL ECONOMIC DEVELOPMENT
AUTHORITY PROPERTY TAX LEVY AND BUDGET FOR 2012**

WHEREAS, Minnesota Statutes Chapter 275.065 requires that a final levy amount be provided to the Anoka County Auditor on or before December 28, 2011; and

WHEREAS, the City Council has considered the operating needs of the Economic Development Authority for fiscal year 2012.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: the preliminary property tax levy and budgets for the Economic Development Authority for 2012 are as follows:

Economic Development Authority General Levy	\$163,428
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Economic Development Authority Budget	\$163,428
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BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT: a certified copy of this Resolution be provided to the Anoka County Auditor.

Adopted this 7th day of December, 2011 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

Richard Lawrence, Mayor

ATTEST:

Jack Davis, City Administrator



2012 Budget

FUND: 232 – Economic Development Authority
DEPT/ACTIVITY/PROJECT: 23200 – Economic Development Authority

DEPARTMENTAL PROFILE: The EDA addresses the City’s need to proactively deal with economic development, housing, and redevelopment issues within the city. It is responsible for making presentations to the EDA and City Council to facilitate their decision making. It also includes direct interaction with the business community.

DEPARTMENTAL GOALS: The East Bethel EDA goals are to assist in increasing the amounts and types of services offered within the city, help restore blighted properties by encouraging redevelopment activities, achieve commercial development, encourage development of housing with the city that is safe, diverse, and gives residents affordable options to own a home.

EXPENDITURE DETAILS

107-Commission and Boards
\$1,600

201-Office Supplies
\$200
Misc. office supplies

303-Legal Services
\$5,000
Contracted legal services

307-Professional Services Fees
\$25,000
Contract consulting services for marketing and branding
Recording secretary for taking meeting minutes

322-Postage
\$200
Postage cost for mailings

331-Travel Expenses
\$300
Personal auto mileage and/or meal reimbursement while conducting EDA business

342-Legal Notices

\$200

Publication of legal notices

351-Printing and Duplicating

\$600

Copies of economic development documents such as marketing and branding brochures and surveys

361-Insurance

\$1,300

433-Dues and Subscriptions

\$640

Economic Development Association of Minnesota dues (EDAM), Metro North Chamber of Commerce dues \$400 and Finance & Commerce subscription

434-Conferences/Training

\$500

EDAM workshops and other economic development training

530-Improvements other than Buildings

\$50,000

City Sign

933-Transfer to City General Fund

\$56,000

Support Executive Director, City Planner, Fiscal Support Services Director, and Support Staff

999-Contingency

\$22,488

Funds to be allocated to specific projects

CAPITAL OUTLAY

None

STAFFING

Transfer of \$56,000 to City General Fund to Support from Executive Director, City Planner, Fiscal Support Services Director, and Administrative Staff.



	2009 Actual	2010 Actual	2011 Budget	2012 Budget
Dept 23200 Economic Development Authority				
REVENUES				
R 232-31010 Current Ad Valorem Taxes	\$0	\$0	\$0	\$163,428
	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$163,428</u>
EXPENDITURES				
E 232-23200-107 Commission and Boards	\$0	\$0	\$0	\$1,600
E 232-23200-201 Office Supplies	\$0	\$0	\$0	\$200
E 232-23200-303 Legal Fees	\$0	\$0	\$0	\$5,000
E 232-23200-307 Professional Services Fees	\$0	\$0	\$0	\$25,000
E 232-23200-322 Postage	\$0	\$0	\$0	\$200
E 232-23200-331 Travel Expenses	\$0	\$0	\$0	\$300
E 232-23200-342 Legal Notices	\$0	\$0	\$0	\$200
E 232-23200-361 Insurance	\$0	\$0	\$0	\$1,300
E 232-23200-433 Dues and Subscriptions	\$0	\$0	\$0	\$640
E 232-23200-434 Conferences/Training	\$0	\$0	\$0	\$500
E 232-23200-530 Improvements other than Bldgs	\$0	\$0	\$0	\$50,000
E 232-23200-933 General Fund Reimburse Transfer	\$0	\$0	\$0	\$56,000
E 232-23200-999 Contingency	\$0	\$0	\$0	\$22,488
	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$163,428</u>
REVENUES LESS EXPENDITURES	<u><u>\$0</u></u>	<u><u>\$0</u></u>	<u><u>\$0</u></u>	<u><u>\$0</u></u>



City of East Bethel City Council Agenda Information

Date:

December 7, 2011

Agenda Item Number:

Item 8.0 D.4

Agenda Item

2012 Proposed Fee Schedule

Requested Action:

Review and provide direction to staff regarding the 2012 Fee Schedule

Background Information:

Staff has reviewed the 2011 fee schedule and proposes the following changes for 2012:

The following Utility Operations 2012 Fee Schedule Charges are proposed:

Current: \$10,205 Proposed: \$6,000

Decrease Sewer System Access Charge – Whispering Aspen to reflect prior agreements restricting this charge to \$6,000 per connection for the Whispering Aspen Development.

Current: No Charge Proposed: \$3,600

Water System Access Charge – Non Whispering Aspen setting the charge for connections made to Phase 1 Project 1 of the new Infrastructure Project. Fee developed by engineers during feasibility phase of project.

Current: No Charge Proposed: \$2,000

Sewer System Access Charge – Non Whispering Aspen setting the charge for connections made to Phase 1 Project 1 of the new Infrastructure Project. Fee developed by engineers during feasibility phase of project.

The following General Charges 2012 Fee Schedule Charges are proposed:

Current: \$500 Proposed: \$500

Resolution 2011-08 modified the 2011 fee schedule to establish this new fee.

No fee increase for Peddler License. Change to Peddler/Solicitor License which was not correctly listed on the 2011 fee schedule.

The following Building Fee Schedule change is proposed:

Electrical Inspections Fee Schedule

Resolution 2011-26 modified the 2011 fee schedule to establish these new fees.

The following Fire Department 2011 Fee Schedule Change is proposed:

Current: \$70 Proposed: \$70

No change in fee. Language in fee schedule needs revision to include all unpaid fire charges. Tax Certification of Unpaid False Alarms Fire should be changed to Tax Certification of Unpaid Fire Charges.

Attachment(s):

1. Proposed 2012 Fee Schedule

Fiscal Impact:

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

Recommendation(s):

Staff requests direction regarding the proposed 2012 Fee Schedule. The final Fee Schedule will be provided for consideration on December 21, 2011.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

**2012 PROPOSED FEE SCHEDULE
CITY OF EAST BETHEL**

2012 Proposed Rates

2011 Rates

UTILITY OPERATIONS:

WASTEWATER TREATMENT-WHISPERING ASPEN

BASE CHARGE	\$18.38 PER QUARTER
USAGE CHARGES:	
(BASED ON WATER USE DURING JANUARY, FEBRUARY AND MARCH)	
0-6,000 GALLONS PER QUARTER	\$6.30 PER 1,000 GALLONS
6,001 - 15,000 GALLONS PER QUARTER	\$7.56 PER 1,000 GALLONS
15,001 - 30,000 GALLONS PER QUARTER	\$9.07 PER 1,000 GALLONS
OVER 30,000 GALLONS PER QUARTER	\$10.89 PER 1,000 GALLONS

\$18.38 PER QUARTER

\$6.30 PER 1,000 GALLONS
\$7.56 PER 1,000 GALLONS
\$9.07 PER 1,000 GALLONS
\$10.89 PER 1,000 GALLONS

WATER SYSTEM ACCESS CHARGE-WHISPERING ASPEN

\$2,000

\$2,000

SEWER SYSTEM ACCESS CHARGE-WHISPERING ASPEN

\$6,000

\$10,205

WATER SYSTEM ACCESS CHARGE-NON-WHISPERING ASPEN

\$3,600

New Item

SEWER SYSTEM ACCESS CHARGE-NON-WHISPERING ASPEN

\$2,000

New Item

(does not include Metropolitan Council SAC fee)

WASTEWATER TREATMENT-CASTLE TOWERS

BASE CHARGE	\$912.44 PER MONTH
USAGE CHARGE	\$8.08 PER 1,000 GALLONS

\$912.44 PER MONTH
\$8.08 PER 1,000 GALLONS

WATER USE CHARGES

BASE CHARGE	\$56.30 PER QUARTER
USAGE CHARGES:	
0-6,000 GALLONS PER QUARTER	\$10.60 PER 1,000 GALLONS
6,001 - 15,000 GALLONS PER QUARTER	\$12.72 PER 1,000 GALLONS
15,001 - 30,000 GALLONS PER QUARTER	\$15.26 PER 1,000 GALLONS
OVER 30,000 GALLONS PER QUARTER	\$18.32 PER 1,000 GALLONS

\$56.30 PER QUARTER
\$10.60 PER 1,000 GALLONS
\$12.72 PER 1,000 GALLONS
\$15.26 PER 1,000 GALLONS
\$18.32 PER 1,000 GALLONS

RADIUM REMEDIATION FEE-WHISPERING ASPEN

\$30 PER QUARTER

\$30 PER QUARTER

WATER TURN ON/OFF FEE

\$75

\$75

CONNECTION INSPECTION - SEWER

\$75

\$75

CONNECTION INSPECTION - WATER

\$75

\$75

STREET LIGHTING CHARGE - WHISPERING ASPEN

\$1.50 PER MONTH

\$1.50 PER MONTH

PENALTY CHARGES

Bills are due within 14 days from the date of billing. Bills not paid in full by the due date will pay a service charge of 10% of the current charges. Beginning 30 days after the due date, all unpaid balances will accrue interest at the rate of 1.5% per month. All amounts that more than 30 days past due on the last day of November each year may be certified to the County Auditor as unpaid and delinquent. The certified amount, plus a service charge to pay for the assessment process, shall be extended as a tax lien on the respective property. This amount will be added to the following year's property tax assessment.

Bills are due within 14 days from the date of billing. Bills not paid in full by the due date will pay a service charge of 10% of the current charges. Beginning 30 days after the due date, all unpaid balances will accrue interest at the rate of 1.5% per month. All amounts that more than 30 days past due on the last day of November each year may be certified to the County Auditor as unpaid and delinquent. The certified amount, plus a service charge to pay for the assessment process, shall be extended as a tax lien on the respective property. This amount will be added to the following year's property tax assessment.

TAX CERTIFICATION OF DELINQUENT ACCOUNTS	\$70.00	\$70.00
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GENERAL CHARGES:

DATA/INFORMATION RETRIEVAL FEE - STAFF TIME (REQUESTS MUST BE IN WRITING, NO CHARGE IF LESS THAN 30 MINUTES STAFF TIME)	2.5 TIMES HOURLY RATE	2.5 TIMES HOURLY RATE
NOTARY FEE	\$1	\$1
ASSESSMENT SEARCH (ALL REQUESTS MUST BE IN WRITING, NO CHARGE TO HOMEOWNERS)	\$20	\$20
COPY CHARGE	\$.25 PER PAGE	\$.25 PER PAGE
FAX CHARGE (SEND OR RECEIVE)	\$1.00 PER PAGE	\$1.00 PER PAGE
RESEARCH FEE	\$50.00 MINIMUM FEE PLUS ANY ADDITIONAL COSTS BILLED TO CITY OVER MINIMUM	\$50.00 MINIMUM FEE PLUS ANY ADDITIONAL COSTS BILLED TO CITY OVER MINIMUM
CITY MAPS-COUNTY PROVIDED (IF CURRENT)	\$2	\$2
CITY MAPS - 11 X 17	\$5	\$5
CITY MAPS - 36 X 36	\$10	\$10
VIDEOTAPE COPY OF MEETING	\$10	\$10
RETURNED CHECK CHARGE	\$30	\$30
ELECTION FILING FEE	\$5	\$5
GARBAGE HAULER'S LICENSE	\$300	\$300
CIGARETTE VENDOR LICENSE	\$300	\$300
STRAY ANIMAL PICKUP FEE: 8:00 A.M. - 7:00 P.M.	contracted	contracted
STRAY ANIMAL PICKUP FEE: 7:00 P.M. - 8:00 A.M.	contracted	contracted
ANIMAL BOARDING FEE	contracted	contracted
POTENTIALLY DANGEROUS DOG REGISTRATION	\$250	\$250
DANGEROUS DOG REGISTRATION	\$500	\$500
KENNEL LICENSE APPLICATION FEE	\$150	\$150
KENNEL LICENSE ANNUAL FEE	\$50	\$50
CEMETERY PLOTS	\$800	\$800
SUMMER PLOT DIGGING	\$600	\$600
WINTER PLOT DIGGING (NOVEMBER 1 THRU MAY 1)	\$800	\$800
SUMMER CREMATION PLOT DIGGING	\$300	\$300
WINTER CREMATION PLOT DIGGING (NOVEMBER 1 THRU MAY 1)	\$400	\$400
ADDITIONAL DIGGING FEE, IF AFTER HOURS (AFTER 3:00 MONDAY - FRIDAY, ALL SATURDAYS, SUNDAYS & HOLIDAYS)	\$100	\$100
MARKER SETTING FEE	\$50	\$50
LIQUOR LICENSES:		
3.2 LIQUOR ON SALE	\$250	\$250
3.2 LIQUOR OFF SALE	\$150	\$150
LIQUOR ON SALE	\$3,500	\$3,500
LIQUOR OFF SALE***	\$380	\$380
SUNDAY LIQUOR SALE	\$200	\$200
WINE	\$500	New Item
LICENSEE INVESTIGATION FEE	\$300	\$300
MESSAGE ESTABLISHMENT LICENSE		
INITIAL FEE	\$200	\$200
ANNUAL RENEWAL FEE	\$100	\$100
LICENSEE INVESTIGATION FEE	\$300	\$300

MASSAGE THERAPIST LICENSE		
INITIAL FEE	\$100	\$100
ANNUAL RENEWAL FEE	\$100	\$100
LICENSEE INVESTIGATION FEE	\$300	\$300
PAWNBROKER/SECONDHAND GOODS DEALER	\$5,000 ANNUAL FEE	\$5,000 ANNUAL FEE
DEALER INVESTIGATION FEE	\$3,000	\$3,000
TRANSACTION FEE	\$5 PER TRANSACTION	\$5 PER TRANSACTION
TRANSIENT MERCHANT LICENSE	\$500 ANNUAL/\$250 60 DAYS	\$500 ANNUAL/\$250 60 DAYS
PEDDLER/SOLICITOR LICENSE	\$1,000 ANNUAL/IF CITED FOR OPERATING WITHOUT A LICENSE \$1,000 ADDITIONAL	\$1,000 ANNUAL/IF CITED FOR OPERATING WITHOUT A LICENSE \$1,000 ADDITIONAL
APPLICATION INVESTIGATION FEE	\$50 PER PERSON/ MINIMUM \$150	\$50 PER PERSON/ MINIMUM \$150
SEXUALLY ORIENTED BUSINESS LICENSE	\$10,000	\$10,000
LICENSEE INVESTIGATION FEE	\$3,000	\$3,000
VEHICLE DEALER LICENSE	\$350 ANNUAL FEE	\$350 ANNUAL FEE
RIGHT OF WAY ACCESS FEE	\$300	\$300
NUISANCE ABATEMENT	\$150 OR 25% OF ACTUAL COSTS, WHICHEVER IS GREATER + ACTUAL COSTS	\$150 OR 25% OF ACTUAL COSTS, WHICHEVER IS GREATER + ACTUAL COSTS
TAX CERTIFICATION OF NUISANCE ABATEMENT	\$70	\$70

(c) The fee set by the jurisdiction issuing the license shall be reduced by \$100 if the following conditions are met:

- (1) the licensee agrees to have a private vendor train all employees within 60 days of hire and annually thereafter in laws pertaining to the sale of alcohol, the rules for identification checks, and the responsibilities of establishments serving intoxicating liquors;
- (2) the licensee agrees to post a policy requiring identification checks for all persons appearing to be 30 years old or less; and
- (3) a cash award and incentive program is established by the licensee, to award employees who catch underage drinkers, and a penalty program is established to punish employees in the event of a failed compliance check.

PLANNING AND ZONING:

CONSULTING FEES	ACTUAL COSTS BILLED TO THE CITY; ENGINEERING, LEGAL, ETC.	ACTUAL COSTS BILLED TO THE CITY; ENGINEERING, LEGAL, ETC.
VARIANCE	\$300 + CONSULTING FEES; \$500 ESCROW REQUIRED	\$300 + CONSULTING FEES; \$500 ESCROW REQUIRED
CONDITIONAL USE PERMIT	\$500 + CONSULTING FEES; \$1,000 ESCROW REQUIRED	\$500 + CONSULTING FEES; \$1,000 ESCROW REQUIRED
CONDITIONAL USE PERMIT AMENDMENT	\$300 + CONSULTING FEES; \$1,000 ESCROW REQUIRED	\$300 + CONSULTING FEES; \$1,000 ESCROW REQUIRED
COUNTY FILING FEE REIMBURSEMENT	\$55	\$55
VACATION	\$200 + CONSULTING FEES; \$1,000 ESCROW REQUIRED	\$200 + CONSULTING FEES; \$1,000 ESCROW REQUIRED
INTERIM USE PERMIT	\$150 + CONSULTING FEES; \$300 ESCROW REQUIRED	\$150 + CONSULTING FEES; \$300 ESCROW REQUIRED
INTERIM USE PERMIT AMENDMENT	\$150 + CONSULTING FEES; \$300 ESCROW REQUIRED	\$150 + CONSULTING FEES; \$300 ESCROW REQUIRED
METES AND BOUNDS SPLIT	\$300 + CONSULTING FEES; \$1,000 ESCROW REQUIRED	\$300 + CONSULTING FEES; \$1,000 ESCROW REQUIRED
LOT SEPARATION	\$200 + CONSULTING FEES; \$500 ESCROW REQUIRED	\$200 + CONSULTING FEES; \$500 ESCROW REQUIRED
SITE PLAN REVIEW	\$500 + CONSULTING FEES; \$1,000 ESCROW REQUIRED	\$500 + CONSULTING FEES; \$1,000 ESCROW REQUIRED
CONCEPT PLAN REVIEW	\$500 + CONSULTING FEES; \$500 ESCROW REQUIRED	\$500 + CONSULTING FEES; \$500 ESCROW REQUIRED
PRELIMINARY PLAT	\$500 + \$25.00/lot + CONSULTING FEES	\$500 + \$25.00/lot + CONSULTING FEES
ESCROW	\$3,000	\$3,000
FINAL PLAT	\$300 + CONSULTING FEES	\$300 + CONSULTING FEES
ESCROW	\$3,000 + \$50/LOT IF NEW ROAD	\$3,000 + \$50/LOT IF NEW ROAD
PLANNED UNIT DEVELOPMENT	\$700 + CONSULTING FEES; \$1,000 ESCROW REQUIRED	\$700 + CONSULTING FEES; \$1,000 ESCROW REQUIRED
PLANNED UNIT DEVELOPMENT AMENDMENT	\$300 + CONSULTING FEES; \$500 ESCROW REQUIRED	\$300 + CONSULTING FEES; \$500 ESCROW REQUIRED
ADMINISTRATIVE SUBDIVISION	\$300 + CONSULTING FEES; \$1,000 ESCROW REQUIRED	\$300 + CONSULTING FEES; \$1,000 ESCROW REQUIRED
REZONING	\$1,000 + CONSULTING FEES; \$1,000 ESCROW REQUIRED	\$1,000 + CONSULTING FEES; \$1,000 ESCROW REQUIRED
COMPREHENSIVE PLAN AMENDMENT	\$1,000 + CONSULTING FEES; \$1,000 ESCROW REQUIRED	\$1,000 + CONSULTING FEES; \$1,000 ESCROW REQUIRED
ZONING TEXT AMENDMENT	\$500 + CONSULTING FEES; \$500 ESCROW REQUIRED	\$500 + CONSULTING FEES; \$500 ESCROW REQUIRED
PERMANENT SIGN PERMIT	CALCULATED BASED ON IMPROVEMENT VALUATION	CALCULATED BASED ON IMPROVEMENT VALUATION
TEMPORARY SIGN PERMIT - BEFORE SIGN PLACEMENT	\$40	\$40
TEMPORARY SIGN PERMIT - AFTER SIGN PLACEMENT	\$80	\$80
ADVISORY SIGNAGE RENTAL	USAGE FEE - \$125; DEPOSIT OF \$650 REQUIRED	USAGE FEE - \$125; DEPOSIT OF \$650 REQUIRED
OUTDOOR ENTERTAINMENT PERMIT	\$150	\$150

PARK DEDICATION

	UP TO 6 UNITS/ACRE: 10% OF LAND OR CASH = TO MARKET VALUE OF LAND; 6 OR MORE UNITS/ACRE: 10% OF LAND + 1% FOR EACH UNIT OVER 6 UNITS/ACRE OR CASH = TO MARKET VALUE OF LAND	UP TO 6 UNITS/ACRE: 10% OF LAND OR CASH = TO MARKET VALUE OF LAND; 6 OR MORE UNITS/ACRE: 10% OF LAND + 1% FOR EACH UNIT OVER 6 UNITS/ACRE OR CASH = TO MARKET VALUE OF LAND
RESIDENTIAL		
COMMERCIAL	5% OF LAND OR CASH = TO MARKET VALUE OF LAND	5% OF LAND OR CASH = TO MARKET VALUE OF LAND
GRADING PERMIT	\$50 + CONSULTING FEES	\$50 + CONSULTING FEES
ESCROW	\$500	\$500
LANDSCAPE PLAN ESCROW	125% OF THE APPROVED ESTIMATED LANDSCAPING COSTS	125% OF THE APPROVED ESTIMATED LANDSCAPING COSTS
STREET SIGN	\$150	\$150
CERTIFICATE OF COMPLIANCE - TEMP/SEASONAL SALES	\$150	\$150
COMPREHENSIVE PLAN DOCUMENT	\$40	\$40
ZONING ORDINANCE DOCUMENT	\$40	\$40

BUILDING FEES:

BUILDING PERMIT	CALCULATED BASED ON IMPROVEMENT VALUATION PER STATE	CALCULATED BASED ON IMPROVEMENT VALUATION PER STATE
FINE FOR FAILING TO OBTAIN REQUIRED PERMIT	EQUAL TO THE CALCULATED PERMIT FEE AMOUNT	EQUAL TO THE CALCULATED PERMIT FEE AMOUNT
PLAN CHECK	65% OF BUILDING PERMIT FEE	65% OF BUILDING PERMIT FEE
SPRINKLER INSTALLATIONS		
RESIDENTIAL	CALCULATED BASED ON IMPROVEMENT VALUATION PER STATE	CALCULATED BASED ON IMPROVEMENT VALUATION PER STATE
COMMERCIAL	CALCULATED BASED ON IMPROVEMENT VALUATION PER STATE	CALCULATED BASED ON IMPROVEMENT VALUATION PER STATE
FIRE ALARM	CALCULATED BASED ON IMPROVEMENT VALUATION PER STATE	CALCULATED BASED ON IMPROVEMENT VALUATION PER STATE
MECHANICAL PERMIT	\$50 OR 1% OF VALUATION, WHICHEVER IS GREATER	\$50 OR 1% OF VALUATION, WHICHEVER IS GREATER
PLUMBING PERMIT	\$50 OR \$5 PER OPENING, WHICHEVER IS GREATER	\$50 OR \$5 PER OPENING, WHICHEVER IS GREATER
SIDING PERMIT	\$80	\$80
WINDOW PERMIT	\$50	\$50
ROOFING PERMIT	\$100	\$100
CERTIFICATE OF COMPLIANCE - FENCE	\$50	\$50
SPECIAL INSPECTIONS - HOURLY RATE	\$50	\$50
SEPTIC INSTALLATION PERMIT	\$200	\$200
SEPTIC PUMPING PERMIT	\$5	\$5
DRIVEWAY PERMIT	\$50	\$50
ALL OTHER REQUIRED PERMITS NOT REQUIRING A PLAN REVIEW	\$50	\$50
VERIFICATION OF STATE CONTRACTOR LICENSE	\$5	\$5
MANUFACTURED HOME INSTALLATION PERMIT	\$100	\$100
BUILDING MOVING FEE	\$100	\$100
BUILDING DEMOLITION FEE	\$50	\$50
RE-INSPECTION/ADMINISTRATIVE FEE	\$65 PER INSPECTION	\$65 PER INSPECTION
DECK	\$150	\$150

ELECTRIC INSPECTIONS:

MINIMUM INSPECTION FEES	\$35 PER TRIP	New item
SINGLE FAMILY RESIDENTIAL (UP TO 200 AMP's & 30 CIRCUITS) (NEW OR REMODEL)	\$150 MAXIMUM (FOR 3 INSPECTIONS); NO MAXIMUM IF OVER 200 AMPs; ADDITIONAL TRIPS - \$35	New item
MULTI FAMILY UNITS (SERVICE & HOUSE WIRING SEPARATE)	\$70/UNIT	New item
SWIMMING POOL (TRIP FEE PLUS CIRCUITS)	\$35 PER TRIP; PLUS CIRCUITS	New item
CHANGE OUT, UPGRADE SERVICE OR REPAIR	\$50	New item
0-400 AMP	\$14/EACH	New item
EACH ADDITIONAL 100 AMPS	PLUS \$3 PER RECONNECTED CB	New item
EACH CIRCUIT OR FEEDER 0-30 AMP	\$8/EACH	New item
EACH CIRCUIT OR FEEDER 31 TO 100 AMP	\$10/EACH	New item
EACH ADDITIONAL 100 AMP	ADD \$5 PER 100 AMP	New item
STREET LIGHTS	\$4/EACH	New item
STANDARD TRAFFIC SIGNAL	\$7/EACH	New item
TRANSFORMER 0-10 KILOVOLT-AMPERES	\$10	New item
11-76 KILOVOLT-AMPERES	\$40	New item
OVER 76 KILOVOLT-AMPERES	\$80	New item
FIRE ALARM & ENERGY MANAGEMENT DEVICE	\$10 FIRST 10 OPENINGS OR FIXTURES, \$6.50 EACH ADDITIONAL 10	New item
LIGHTING RETROFIT/REMOTE CONTROL/SIGNALS		
INVESTIGATION FEE	\$100 MINIMUM OR DOUBLE THE PERMIT FEE	New item
CANCELED PERMIT HANDLING FEE	\$35	New item
REINSPECTION FEE	\$35	New item

CIRCUITS & FEEDERS: THE INSPECTION FEE FOR THE INSTALLATION, ADDITION, ALTERATION, OR REPAIR OF EACH CIRCUIT, FEEDER, FEEDER TAP, OR SET OF TRANSFORMER SECONDARY CONDUCTORS.

FIRE DEPARTMENT:

FIRE RESPONSE REIMBURSEMENTS:

MOTOR VEHICLE ACCIDENTS	\$300	\$300
PUBLIC UTILITY EMERGENCY SERVICE AND HAZARDOUS MATERIAL SPILL OR LEAK:		
LABOR CHARGE	\$15/HOUR	\$15/HOUR
TRUCK CHARGE	\$150/HOUR	\$150/HOUR
COMMERCIAL INSPECTIONS:		
INITIAL & 1ST RE-INSPECTION	NO CHARGE	NO CHARGE
EACH ADDITIONAL RE-INSPECTION	\$65	\$65
FALSE ALARMS - EACH OCCURRENCE		
AFTER 2 FALSE ALARMS WITHIN A CALENDAR YEAR	\$200	\$200
TAX CERTIFICATION OF UNPAID FALSE ALARM FIRE CHARGES	\$70	\$70

RECREATIONAL FEES:

ICE ARENA:

ICE ARENA ICE RENTAL - PRIME TIME	\$180/HR - \$185/HR (THROUGH MARCH 2012)	\$180/HR - \$185/HR (THROUGH MARCH 2011)
ICE ARENA ICE RENTAL - NON PRIME TIME	\$155/HR (THROUGH MARCH 2012)	\$155/HR (THROUGH MARCH 2011)
OPEN HOCKEY, PER PERSON	\$7/HR. (THROUGH MARCH 2012)	\$7/HR. (THROUGH MARCH 2011)
LOCKER ROOM RENTAL	\$7,500	\$7,500
ADVERTISING	NEGOTIABLE	NEGOTIABLE
DRY FLOOR EVENTS	NEGOTIABLE	NEGOTIABLE

PARKS:

PAVILIONS/SHELTERS - NON RESIDENT	\$50; \$100 DEPOSIT	\$50; \$100 DEPOSIT
PAVILIONS/SHELTERS - RESIDENT	\$100 DEPOSIT	\$100 DEPOSIT
IRRIGATED BALLFIELDS - NON RESIDENT	\$20; \$100 DEPOSIT	\$20; \$100 DEPOSIT
IRRIGATED BALLFIELDS - RESIDENT	\$20; \$100 DEPOSIT	\$20; \$100 DEPOSIT
IRRIGATED BALLFIELDS; TOURNAMENT	\$350; \$200 DEPOSIT	\$350; \$200 DEPOSIT
NON IRRIGATED BALLFIELDS - NON RESIDENT	\$10; \$100 DEPOSIT	\$10; \$100 DEPOSIT
NON IRRIGATED BALLFIELDS - RESIDENT	\$100 DEPOSIT	\$100 DEPOSIT
IRRIGATED SOCCER FIELD	\$100/WEEK; \$100 DEPOSIT	\$100/WEEK; \$100 DEPOSIT
IRRIGATED SOCCER FIELD - TOURNAMENT	\$200; \$200 DEPOSIT	\$200; \$200 DEPOSIT
NON IRRIGATED SOCCER FIELD	\$100/WEEK; \$100 DEPOSIT	\$100/WEEK; \$100 DEPOSIT
NON IRRIGATED SOCCER FIELD - TOURNAMENT	\$25; \$100 DEPOSIT	\$25; \$100 DEPOSIT
HORSESHOE PITS - LEAGUE SEASON	\$100; \$100 DEPOSIT	\$100; \$100 DEPOSIT
HORSESHOE PITS - TOURNAMENT	\$50; \$100 DEPOSIT	\$50; \$100 DEPOSIT
CONCESSION STAND; SAA SEASON, MONDAY-FRIDAY	\$1,000	\$1,000
CONCESSION STAND; WEEKEND TOURNAMENTS	\$300; \$300 DEPOSIT	\$300; \$300 DEPOSIT
WHISPERING ASPEN COMMUNITY CTR - NON RESIDENT	\$50; \$100 DEPOSIT	\$50; \$100 DEPOSIT
WHISPERING ASPEN COMMUNITY CTR - RESIDENT	\$100 DEPOSIT	\$100 DEPOSIT



City of East Bethel City Council Agenda Information

Date:

December 7, 2011

Agenda Item Number:

Item 8.0 F.1

Agenda Item:

Fire Department Reports

Requested Action:

Informational only

Background Information:

November Fire Calls and October Fire Inspector Reports are included for your review.

To aid in your understanding, staff has included as Attachment #1 and #2 the Incident Type Codes and Station Codes as they appear on the reports.

Fiscal Impact:

None

Recommendation(s):

Informational only.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

INCIDENT TYPE CODES

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

EAST BETHEL > View Station Info

I want to:

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z 1 2 3 4 5 6 7 8 9 All

Search (Station Name):

Station Number	Station Name	Address	City	State	Zip	Phone	Status
 40	Day All Stations (Weekdays)	2751 Viking Blvd	East Bethel	MN	55011		Active
 99	Duty Officer	2751 Viking Blvd.	East Bethel	MN	55011	763-367-7885	Active
 88	Night and Weekend All Stations	2751 Viking Blvd.	East Bethel	MN	55011	763-367-7885	Active
 11	Station 1 (Weekends)	2751 Viking Blvd	East Bethel	MN	55011		Active
 12	Station 1 (Night)	2751 Viking Blvd	East Bethel	MN	55011		Active
 21	Station 2 (Weekends)	2375 221st Avenue NE	East Bethel	MN	55011		Active
 22	Station 2 (Night)	2735 221st Avenue NE	East Bethel	MN	55011		Active

Records 1-7 of 7

Goto Page: 1



Fire Incident By Street Address
 From 11/01/11 To 11/30/11
 Report Printed On: 12/01/2011

Incident Number	Incident Date	Alarm Time	Location	Primary Station	Incident Type
EAST BETHEL					
478	11/30/2011	09:33	24664 Lever CT	40	500 Service Call, other
477	11/29/2011	23:22	833 221 AVE NE	22	321 EMS call, excluding vehicle accident with injury
476	11/29/2011	19:53	19137 Greenbrook DR NE	12	321 EMS call, excluding vehicle accident with injury
475	11/29/2011	11:32	22158 Quincy ST	99	321 EMS call, excluding vehicle accident with injury
474	11/29/2011	18:41	21000 NE East Bethel BLVD NE	99	600 Good intent call, other
473	11/27/2011	17:10	4610 Viking BLVD NE	11	321 EMS call, excluding vehicle accident with injury
472	11/27/2011	11:09	1545 209th AVE NE	21	321 EMS call, excluding vehicle accident with injury
471	11/27/2011	07:05	18544 Everglade DR NE	11	321 EMS call, excluding vehicle accident with injury
470	11/26/2011	11:08	1052 189th AVE NE	11	321 EMS call, excluding vehicle accident with injury
469	11/25/2011	14:06	3841 NE 189 AVE NE	40	321 EMS call, excluding vehicle accident with injury
468	11/25/2011	13:11	18635 NE Ulysses ST	40	611 Dispatched and cancelled en route
467	11/23/2011	23:27	314 Dattila DR NE	12	321 EMS call, excluding vehicle accident with injury
466	11/23/2011	15:39	3322 NE 207 th LN NE	40	321 EMS call, excluding vehicle accident with injury
465	11/23/2011	08:38	23926 Fillmore ST NE	40	321 EMS call, excluding vehicle accident with injury
464	11/22/2011	17:05	18425 Lakeview Point DR NE	12	321 EMS call, excluding vehicle accident with injury
463	11/21/2011	19:59	229th	22	611 Dispatched and cancelled en route
462	11/21/2011	19:05	Hwy 65	22	611 Dispatched and cancelled en route
461	11/21/2011	08:05	21850 Quincy ST NE	40	321 EMS call, excluding vehicle accident with injury
460	11/19/2011	17:29	353 Aspen RD	11	611 Dispatched and cancelled en route
459	11/18/2011	10:49	3440 190 th AVE NE	40	143 Grass fire
458	11/18/2011	00:02	18635 Ulysses ST	12	321 EMS call, excluding vehicle accident with injury
457	11/17/2011	19:21	Johnson ST NE	22	142 Brush or brush-and-grass mixture fire
456	11/17/2011	18:01	23621 monroe STS NE	22	321 EMS call, excluding vehicle accident with injury
455	11/17/2011	13:42	24254 London ST NE	40	143 Grass fire
454	11/17/2011	10:17	18465 Lakeview point DR NE	99	321 EMS call, excluding vehicle accident with injury
452	11/15/2011	20:38	224 Grove RD NE	99	561 Unauthorized burning
453	11/15/2011	10:10	21075 Eveleth	40	600 Good intent call, other
451	11/14/2011	15:27	365 196 AVE NE	40	321 EMS call, excluding vehicle accident with injury
450	11/14/2011	14:41	18164 65 HWY NW	40	611 Dispatched and cancelled en route
449	11/13/2011	11:52	18920 Vickers ST NE	11	321 EMS call, excluding vehicle accident with injury
448	11/13/2011	10:44	23647 London CT NE	21	321 EMS call, excluding vehicle accident with injury
447	11/12/2011	02:51	20998 NE Buchanan ST NE	88	611 Dispatched and cancelled en route
446	11/12/2011	01:49	1938 NE 189th LN NE	88	111 Building fire
445	11/10/2011	16:16	19801 highway 65 HWY NE	40	321 EMS call, excluding vehicle accident with injury
444	11/08/2011	14:52	269 NE Lakeshore DR NE	99	561 Unauthorized burning
443	11/08/2011	11:27	4356 224th AVE NE	40	321 EMS call, excluding vehicle accident with injury
442	11/08/2011	09:04	23123 Erskin ST	40	412 Gas leak (natural gas or LPG)
441	11/07/2011	08:51	2932 185 LN NE	40	321 EMS call, excluding vehicle accident with injury
440	11/05/2011	23:04	27396 Klondike DR NE	11	321 EMS call, excluding vehicle accident with injury
439	11/05/2011	21:15	218 NE Forest rd NE	11	321 EMS call, excluding vehicle accident with injury
438	11/05/2011	19:09	23003 NE Durant ST NE	99	911 Citizen complaint
437	11/05/2011	16:02	24355 NE highway 65 HWY NE	21	321 EMS call, excluding vehicle accident with injury
436	11/05/2011	10:53	18164 Highway 65 NE	88	321 EMS call, excluding vehicle accident with injury
435	11/05/2011	10:43	23524 Ulysses ST NE	88	143 Grass fire
434	11/04/2011	21:35	544 NE 218th ave AVE NE	88	111 Building fire
433	11/04/2011	14:32	Hwy 65	40	611 Dispatched and cancelled en route
432	11/03/2011	14:56	NE Hwy 65	40	611 Dispatched and cancelled en route
431	11/02/2011	12:08	20972 Rendova ST NE	99	611 Dispatched and cancelled en route
430	11/01/2011	22:29	20244 Xavis ST NW	88	611 Dispatched and cancelled en route
Total					49

Search Criteria	
Date	From 11/01/2011 To 11/30/2011
Service	EAST BETHEL
Incident Address	All
Staff	All
Apparatus	All
Station	All
Alarm Type	All
Zone/District	All

[Report Description](#)

City of East Bethel

Subject: Fire Inspector Report

October 1 - 31, 2011

City of East Bethel Fire Inspection List		
Name	Address	Comments
American Tool & Grinding	23773 Johnson St.	No Violations
Ray Jordan & Sons	1901 Klondike Dr.	No Violations
Ekvall Engineering	4720 Viking Blvd	No Violations
Tek Steel	23020 Ulysses St.	Fire extinguishers and emergency lighting.
Our Saviors church	19001 Jackson St.	They had a company called Armor Tank Liner come out and inspect tank. They did find a crack in the tank. Recommendations from the company will come in the next few weeks with photos.
Beaver Brook Gun Club	20500 Palisade St	Fire Extinguishers
Merit Development	21471 Ulysses St.	2 nd Inspection: Emergency lights
Hunters Inn	20454 Hwy 65	2 nd Inspection: Occupant load posting
Another Mans Treasures	18803 Hwy 65	2 nd Inspection: Emergency lights
NOTE: First Inspections Unless Noted		

00 Businesses Inspected

Reported by Mark Duchene
Fire Inspectors



City of East Bethel City Council Agenda Information

Date:

December 7, 2011

Agenda Item Number:

Item 8.0 G.1

Agenda Item:

AV Upgrade and Cablecast System Quote from Dascom

Requested Action:

Approve Quote from Dascom for City Council Chambers AV Upgrade and Cablecast System

Background Information:

The control panel in the A/V system has not operated correctly since February of 2011. Staff requested quotes for repair and upgrade of the system. We received two quotes and one bidder was non-responsive.

Dascom Systems Group was the low bid at \$19,876.00. They have installed systems for the cities of Burnsville, Inver Grove Heights, Ostego, Prior Lake and Albertville.

The upgrade includes replacing the control system which is not operating with a new control system and a 5.7” touch panel in the equipment rack. Currently staff uses four remote controls to override the different functions of the system that the control system and touch panel operate.

The sound system in the City Council Chambers will be re-commissioned with a Digital Sound Processor. The volume control for the Council Chambers and the hallway will be separated. A switch will be installed next to the deputy clerk’s desk to allow staff control of the volume of the sound system right from Council Chambers during the meetings.

The cablecast system will be upgraded to an automated system which includes digital recording of events. This will allow playback of more than one meeting on our Cable Channel 10. Currently we use a DVD player and can only play the City Council meetings once a day unless staff manually puts a DVD in the player and plays it back.

Our current Carousel system which is used to program the Cable Access Channel 10 will be upgraded to the latest software. Staff will be able to update the cable channel from their PC’s instead of going to the Carousel system in the back room. This will make the system available to updating by additional staff members.

Dascom provides a one year warranty on all materials. A training session will be provided upon completion of the installation.

Attachment(s):

1. Quote from Dascom
2. Quote from Alpha Video

Fiscal Impact:

\$14,729 is available in Public, Educational, Government (PEG) User Fees collected from the cable company. The remaining balance of \$5,167 is proposed to be funded from General Government Buildings.

Recommendation(s):

Staff is recommending City Council approve the quote in the amount of \$19,827 from Dascom for the City Council Chambers AV Upgrade and Cablecast System.

City Council Action

Motion by: _____

Second by: _____

Vote Yes: _____

Vote No: _____

No Action Required: _____

Statement of Work

City of East Bethel

Dascom Sales Quote # 21048 & 21080

PROJECT NAME: City Council Room AV Upgrade & Cablecast System

Owner	Contact
<p>Wendy Warren City of East Bethel Deputy City Clerk</p> <p>(763) 367-7840 Work wendy.warren@ci.east-bethel.mn.us 2241 221st Ave NE East Bethel, MN 55011 www.ci.east-bethel.mn.us</p>	<p>Wendy Warren City of East Bethel Deputy City Clerk</p> <p>(763) 367-7840 Work wendy.warren@ci.east-bethel.mn.us 2241 221st Ave NE East Bethel, MN 55011 www.ci.east-bethel.mn.us</p>

This SOW defines the services, facilities and materials to install a Audio/Video changes in City Council Room

City Council Room Upgrade to Include:

- Provide room audio volume control via a wall switch mounted next to the clerk's desk.
- Re-commission sound system via the rooms Digital Signal Processor (DSP).
- Separate the City Council room volume control from the Conference Room volume control.
- Remove existing control panel at the front of the room.
- Provide 1-year warranty.

Control Room Control System Upgrade:

- Remove existing control panel in equipment room.
- Remove existing control system electronics.
- Replace existing control system with new control system and 5.7" touch panel in equipment rack.
- Program control system to perform the same functions that exist on the current control panel.
- Provide 1-year warranty.

Cablecast System Upgrade

- Replace existing cable broadcasting system with an automated system, which includes digital recording of events.
- Remove existing cable broadcasting system as a trade-in.
- Remove existing VHS player and turnover to owner.
- Remove existing DVD burner and turnover to owner.
- Upgrade existing Carousel system to latest software.
- Provide training on Cablecast system via phone from manufacturer.
- Provide training on procedure to burn DVDs from the Cablecast server from a user PC.
- Provide 1-year warranty.

Owner is responsible for:

- Complete room access during the upgrade.
 - Coordinate a training session at the completion of the installation.
-

Proposal



Date Proposed: 11/30/2011
Proposal Valid Until: 1/29/2012
Payment Terms: Net 30
Proposal Number: QTE21080

Bill To:
 City of East Bethel
 2241 221st Ave NE
 East Bethel, MN 55011

Ship To:
 City of East Bethel
 2241 221st Ave NE
 East Bethel, MN 55011
 USA

QTY	UoFM	ITEM	DESCRIPTION	UNIT PRICE	EXT. PRICE
CableCast System					
1.00	EA	*CBL-SXLE-UPG	TightRope Media-Cablecast SXLE - Two Channel	6,572.00	6,572.00
1.00	EA	SA-SILVER	TightRope Media-System Assurance - 1 Year	375.00	375.00
1.00	EA	*60-556-31	Extron-MMX 42 AV RCA 4x2 CV Switcher	452.00	452.00
3.00	EA	SVC-PH-INST	TightRope Media-Phone Installation Support- 1h	90.00	270.00
4.00	EA	SVC-PH-TRAIN	TightRope Media-One Hour of Telephone Training	90.00	360.00
				SUB-TOTAL	\$8,029.00
1.00			Miscellaneous Materials	43.00	43.00
1.00			Freight	55.00	55.00
1.00			Engineering	360.00	360.00
1.00			Installation & Integration	680.00	680.00
				SUB-TOTAL	\$1,138.00
				TOTAL	\$9,167.00

Submitted by:

Bill, Gorham
 Dascom Systems Group, LLC
 2415 Ventura Drive
 Woodbury, MN 55125

Phone: 651-789-4466
 Fax: 651-578-2555
 Email: bgorham@dascom-systems.com
 Web Site: www.dascom-systems.com

Attached general terms & conditions are an integral part of this proposal.

Warranty: Manufacturer's Depot unless indicated above
 Freight: FOB Origin
 Sales Tax: Not Included

Accepted by:

Authorized Signature: _____
 Printed Name: _____
 Title: _____ Date: _____
 P.O. Number: _____

Proposal



Date Proposed: 11/30/2011
Proposal Valid Until: 1/29/2012
Payment Terms: Net 30
Proposal Number: QTE21048

Bill To:
 City of East Bethel
 2241 221st Ave NE
 East Bethel, MN 55011

Ship To:
 City of East Bethel
 2241 221st Ave NE
 East Bethel, MN 55011
 USA

QTY	UofM	ITEM	DESCRIPTION	UNIT PRICE	EXT. PRICE
City Council AV Upgrade					
1.00	EA	*AT100D	Atlas Sound-1G-Deco Volume Control - Ivory	28.00	28.00
1.00	EA	AV2	Crestron-Integrated Dual-Buss Control S	1,500.00	1,500.00
1.00	EA	CAGE2	Crestron-Card Cage	312.00	312.00
1.00	EA	C2COM-2	Crestron-2 Port RS-232/422/485 Expansio	312.00	312.00
1.00	EA	TPS-6LB-T	Crestron-5.7" Wall Mount Touch Panel, B	1,500.00	1,500.00
1.00	EA	*RMK-6L	Crestron-4RU Rack Panel for TPS-6	188.00	188.00
1.00	EA	*TPS-6L-FP-BKLT-B-T_ENGRADED	Crestron-Engraved FacePlate	104.00	104.00
				SUB-TOTAL	\$3,944.00
1.00			Miscellaneous Materials	80.00	80.00
1.00			Freight	65.00	65.00
1.00			Engineering	1,050.00	1,050.00
1.00			Programming & Training	2,880.00	2,880.00
1.00			Installation & Integration	2,110.00	2,110.00
1.00			Warranty	600.00	600.00
				SUB-TOTAL	\$6,785.00
				TOTAL	\$10,729.00

Submitted by:

Bill, Gorham
 Dascom Systems Group, LLC
 2415 Ventura Drive
 Woodbury, MN 55125

Phone: 651-789-4466
 Fax: 651-578-2555
 Email: bgorham@dascom-systems.com
 Web Site: www.dascom-systems.com

Attached general terms & conditions are an integral part of this proposal.

Warranty: Manufacturer's Depot unless indicated above
 Freight: FOB Origin
 Sales Tax: Not Included

Accepted by:

Authorized Signature: _____
 Printed Name: _____
 Title: _____ Date: _____
 P.O. Number: _____



7711 Computer Ave, Edina MN 55435

Phone: 952-896-9898 - Fax 952-896-9899 - Visit us at www.alphavideo.com

Quotation

Date	Quote #	Cust #
08/02/11	AAAQ16409	

We are an equal opportunity employer

Prepared For:	Sales Representative:
Wendy Warren City of East Bethel 2241 221st. Ave NE East Bethel, MN 55011 Phone: (763)367-7840 Fax: Terms: NET 30 Ship via: Best Way	Mike Pouh Sales Executive 952-841-3365 mikep@alphavideo.com

ID #	Item	Description	Qty	Unit Price	Ext. Price
Control					
1	PRO2	CRESTRON CENTRAL CONTROLLER	1	\$2,070.00	\$2,070.00
2	C2ENET-1	CRESTRON ETHERNET GATEWAY	1	\$520.00	\$520.00
3	TPS-6LW-T	CRESTRON ISYS 5.7IN WALL MT TOUCHPANEL WHT TEXTURE	1	\$1,380.00	\$1,380.00
4	RMK-6L	CRESTRON RACK MOUNT KIT FOR TPS-6L	1	\$170.00	\$170.00
5	763882	LINKSYS 5 PORT 10/100/1000 GIGABIT SWITCH	1	\$55.00	\$55.00
6	SX1115RT	SURGEX POWER PROCESSING UNIT	1	\$505.00	\$505.00
7	TPS-6-B-T	CRESTRON 5.7 INCH TOUCH PANEL	1	\$1,840.00	\$1,840.00
Audio					
8	BLU-100	BSS AUDIO 12X8 DIGITAL SIGNAL PROCESSOR	1	\$1,675.00	\$1,675.00
9	CTS 4200	CROWN 4 CHANNEL AUDIO AMPLIFIER	1	\$1,055.00	\$1,055.00
Recording					
10	LABvault-SD	LEIGHTRONIX SD VIDEO RECORDER	1	\$4,020.00	\$4,020.00
11	DMREZ48VK	PANASONIC DVD/VCR RECORDER	1	\$275.00	\$275.00
12	VM-3VN	KRAMER DISTRIBUTION AMPLIFIER	1	\$110.00	\$110.00
13	VS-33VXL	KRAMER 3X1 VIDEO SWITCHER	1	\$225.00	\$225.00
14	RK-3T	KRAMER RACK ADAPTOR FOR 3 TOOLS	1	\$35.00	\$35.00
15	ALPHA	ALPHA VIDEO INSTALLATION LABOR	1	\$8,020.00	\$8,020.00
16	ALPHA	ALPHA VIDEO INSTALLATION MATERIALS	1	\$580.00	\$580.00
SubTotal					\$22,535.00
Digital Playout/Scheduling System					
17	NEXUS BASIC	LEIGHTRONIX VIDEO PLAYER/SCHEDULER/ENCODER	1	\$8,215.00	\$8,215.00
18	ALPHA	ALPHA VIDEO INSTALLATION LABOR	1	\$750.00	\$750.00

Upgrade to at least the ultra Nexus? (see comparison sheet) 9



7711 Computer Ave, Edina MN 55435
 Phone: 952-896-9898 - Fax 952-896-9899 - Visit us at www.alphavideo.com

Quotation

Date	Quote #	Cust #
08/02/11	AAAQ16409	

We are an equal opportunity employer

ID #	Item	Description	Qty	Unit Price	Ext. Price
19	ALPHA	ALPHA VIDEO INSTALLATION MATERIALS	1	\$135.00	\$135.00
SubTotal					\$9,100.00

Shipping and sales tax will be billed at actual.

Sub Total	\$31,635.00
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$31,635.00

Accepted by: _____ Date: _____ PO: _____

All information contained within this quote is valid for the next 30 days. Thereafter, all prices and applicable charges are subject to change.
 MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.



City of East Bethel City Council Agenda Information

Date:

December 7, 2011

Agenda Item Number:

Item 9.0 C

Agenda Item:

Closed Session GRE Settlement Negotiations

Requested Action:

Consider closing the regular session for an Attorney/Client discussion regarding the GRE settlement suit.

Background Information:

The session is closed pursuant to Minnesota Statutes 13D.05, Subd. 3.

Fiscal Impact:

None

Recommendation(s):

Staff is recommending closing the regular session to closed session pursuant to Minnesota Statutes 13D.05, Subd 3 for a discussion of the GRE settlement suit.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



City of East Bethel City Council Agenda Information

Date:

April 4, 2012

Agenda Item Number:

Item 8.0 C

Agenda Item:

Closed Session GRE Settlement Negotiations

Requested Action:

Consider closing the regular session for an Attorney/Client discussion regarding the GRE settlement suit.

Background Information:

The session is closed pursuant to Minnesota Statutes 13D.05, Subd. 3.

Fiscal Impact:

None

Recommendation(s):

Staff is recommending closing the regular session to closed session pursuant to Minnesota Statutes 13D.05, Subd 3 for a discussion of the GRE settlement suit.

City Council Action

Motion by:_____

Second by:_____

Vote Yes:_____

Vote No:_____

No Action Required:_____



PUBLIC FORUM SIGN UP SHEET

December 7, 2011

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

