

# City of East Bethel

## City Council Agenda

Regular Council Meeting – 7:30 p.m.

Date: June 15, 2011



- |            | <b>Item</b> |   |
|------------|-------------|---|
| 7:30 PM    | <b>1.0</b>  | <b>Call to Order</b>  |
| 7:31 PM    | <b>2.0</b>  | <b>Pledge of Allegiance</b>   |
| 7:32 PM    | <b>3.0</b>  | <b>Adopt Agenda</b>   |
| 7:33 PM    | <b>4.0</b>  | <b>Reports</b>  |
| Page 1     | A.          | Sheriff's Report  |
| 7:40 PM    | <b>5.0</b>  | <b>Public Hearing</b>   |
| Page 2-3   |             | <b>Storm Water Pollution Prevention Program</b>   |
| 7:50 PM    | <b>6.0</b>  | <b>Public Forum</b>   |
| 8:10 PM    | <b>7.0</b>  | <b>Consent Agenda</b>   |
|            |             | <i>Any item on the consent agenda may be removed for consideration by request of any one Council Member and put on the regular agenda for discussion and consideration.</i> |
| Page 7-10  | A.          | Approve Bills   |
| Page 11-25 | B.          | Meeting Minutes, May 18, 2011 Regular Meeting   |
| Page 26-27 | C.          | Res. 2011-18 Proclaiming August 2, 2011 Night to Unite  |
| Page 28    | D.          | Approve Renewal of Liquor Licenses  |
|            | E.          | Cable Technician Pay Rate   |
|            | F.          | Set Special Meeting – June 22, 2011 – 6:30 PM   |
| Page 29-30 | G.          | Ehlers Invoice  |
| Page 31-33 | H.          | Recording Secretary Agreement   |
|            |             | <b>New Business</b>   |
|            | <b>8.0</b>  | <b>Commission, Association and Task Force Reports</b>   |
|            | A.          | Planning Commission ( <b>No Report</b> )  |
| 8:15 PM    | B.          | Park Commission   |
| Page 34-40 | 1.          | Park CIP  |
|            | C.          | Road Commission ( <b>No Report</b> )  |
|            | <b>9.0</b>  | <b>Department Reports</b>   |
| 8:20 PM    | A.          | Community Development   |
| Page 41-42 | 1.          | Building Inspection/Code Enforcement Report   |
| Page 43-46 | 2.          | Economic Development Authority Commission Meeting Compensation  |
| Page 47-48 | 3.          | Appointment of Two (2) City Council Members to Serve on Economic Development Authority Commission   |
| 8:40 PM    | B.          | Engineer  |
| Page 49-51 | 1.          | Pay Estimate #1 – Booster East/Cedar Creek Trail Project – Rum River Contracting  |
| Page 52-57 | 2.          | Weidema Retainage Escrow  |

- 9:00 PM C. Attorney (**No Report**)
- Page 58-63 D. Finance (**No Report**)
- 9:05 PM E. Public Works (**No Report**)
- Page 64-74 F. Fire Department
  - 1. May Reports
- G. City Administrator
  - 1. St. Francis Youth Hockey Assn. Past Due Account

**10.0 Other**

- 9:15 PM A. Council Reports
- 9:20 PM B. Other
- 9:25 PM Page 75 C. Closed Session – MBI – Attorney/Client Privileged

9:45 PM **11.0 Adjourn**



# City of East Bethel City Council Agenda Information

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**Date:**

June 15, 2011

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**Agenda Item Number:**

Item 4.0 A

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**Agenda Item:**

Monthly Sheriff's Report

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**Requested Action:**

Information Only

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**Background Information:**

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

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**Fiscal Impact:**

None

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**Recommendation(s):**

Information Only

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**City Council Action**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

No Action Required:  X



# City of East Bethel City Council Agenda Information

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**Date:**

June 15, 2011

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**Agenda Item Number:**

Item 5.0

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**Agenda Item:**

Storm Water Pollution Prevention Program (SWPPP) Public Hearing

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**Requested Action:**

Conduct Annual Meeting

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**Background Information:**

The City of East Bethel has prepared a Storm Water Pollution Prevention Program (SWPPP) in accordance with the National Pollutant Discharge Elimination Program General Permit, which authorizes Municipal Separate Storm Sewer System operators to discharge storm water. The goal of the SWPPP, when implemented, is to reduce the discharge of pollutants into receiving waters to the Maximum Extent Practicable. The Minnesota Pollution Control Agency issued coverage under the National Pollutant Discharge Elimination System General Permit for Municipal Separate Storm Sewer Systems to the City of East Bethel on January 9, 2008.

The City’s storm water program addresses the six minimum control measures and the associated Best Management Practices (BMPs) as required by the General Permit. The six minimum control measures required in the SWPPP are as follows:

1. Public Education and Outreach on Storm Water Impacts
2. Public Participation/Involvement
3. Illicit Discharge Detection and Elimination
4. Construction Site Storm Water Runoff Control
5. Post-Construction Storm Water Management in New Development and Redevelopment
6. Pollution Prevention/Good Housekeeping for Municipal Operations.

City staff continues to develop implementation strategies as outlined in the SWPPP. The following Best Management Practices have been implemented over the past two years:

1. All City Streets are swept once annually with the lake areas having higher priority.
2. City public works staff inspects approximately 20 percent of the City’s storm water basins each year.
3. City Programs such as the clean-up day are posted on the City website.
4. The annual meeting was held in June 2010.
5. Educational pamphlets have been developed for distribution to City residents.

- 6. Reporting forms have been developed for illicit discharge inspections, non-compliance storm water complaints, structural pollution control device inspections and storm water pond inspections.
- 7. Staff continues to develop implementation programs.

One of the requirements of minimum control measure 2 is that the City must hold an annual meeting before June 30<sup>th</sup> of each year. At the annual meeting the City will consider public input, both oral and written, regarding the adequacy of the SWPPP. Based on the public input, the City can modify the SWPPP as the City determines to be appropriate. As required, the meeting notice was advertised in the Anoka Union. Copies of the City's SWPPP are available for public review at City Hall and on the City website.

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**Fiscal Impact:**

None at this time.

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**Recommendation(s):**

Staff recommends that the City Council conducts the annual meeting to consider public input on the City's Storm Water Pollution Prevention Program.

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**City Council Action:**

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

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

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

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

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

**NOTICE OF PUBLIC HEARING FOR THE CITY OF EAST BETHEL  
STORM WATER POLLUTION PREVENTION PROGRAM**

You are hereby notified that the City of East Bethel will hold a Public Hearing on Wednesday, June 15, 2011 at 7:30 p.m. in the Council Chambers of City Hall, 2241 221<sup>st</sup> Avenue N.E., East Bethel, Minnesota.

Purpose of the Hearing: The purpose of the Public Hearing is to receive comments on the East Bethel Storm Water Pollution Prevention Program (SWPPP). A copy of the SWPPP is available on the City's web site. As an annual requirement of the National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit for Small Municipal Separate Storm Sewer Systems (MS4s), the City of East Bethel must receive public comment and opinion on the adequacy of their Storm Water Pollution Prevention Program. This public hearing is offered to solicit that input and to provide the public with an opportunity to participate in the development and implementation of the program.

If you would like to be heard in reference to this matter, you should attend this meeting. Oral and written comments will be accepted by the City up to the time of the Public Hearing. Comments should be directed to Jack Davis, East Bethel City Administrator. Jack Davis can be contacted at 763-367-7840.



**Payments for Council Approval June 15, 2011**

Bills to be Approved for Payment	\$387,967.35
Ehlers Invoice Held From 5/18/11 Mtg for Review	\$1,757.50
Electronic Payments	\$24,407.03
Payroll City Staff - June 9, 2011	\$38,441.04

<b>Total to be Approved for Payment</b>	<b>\$452,572.92</b>
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# City of East Bethel

June 15, 2011

## Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Arena Operations	Bldgs/Facilities Repair/Maint	52011	Connexus Energy	615	49851	21.32
Arena Operations	Electric Utilities	52011	Connexus Energy	615	49851	624.35
Arena Operations	Professional Services Fees	34	Gibson's Management Company	615	49851	5,655.70
Arena Operations	Telephone	60111	Qwest	615	49851	110.69
Building Capital Projects	Buildings and Structures	8607	Vogel Sheet Metal, Inc.	401	40100	2,110.00
Central Services/Supplies	Information Systems	214713	City of Roseville	101	48150	2,009.58
Central Services/Supplies	Information Systems		US Cable	101	48150	1,295.81
Central Services/Supplies	Office Equipment Rental	178382032	Loffler Companies, Inc.	101	48150	571.10
Central Services/Supplies	Office Supplies	565069899001	Office Depot	101	48150	136.36
Central Services/Supplies	Office Supplies	565926310001	Office Depot	101	48150	24.52
Central Services/Supplies	Office Supplies	565837408001	Office Depot	101	48150	18.41
Central Services/Supplies	Office Supplies	565069660001	Office Depot	101	48150	58.09
Central Services/Supplies	Software Licensing	13-2011	Desktop Impressions	101	48150	1,500.00
Central Services/Supplies	Telephone	60111	Qwest	101	48150	231.61
Fire Department	Bldgs/Facilities Repair/Maint	52011	Connexus Energy	101	42210	5.32
Fire Department	Dues and Subscriptions	2011/2012	MCFOA	101	42210	35.00
Fire Department	Electric Utilities	52011	Connexus Energy	101	42210	512.79
Fire Department	Motor Vehicles Parts	1921-334215	O'Reilly Auto Parts	101	42210	69.96
Fire Department	Professional Services Fees	60111	City of East Bethel	231	42210	1,666.67
Fire Department					42210	411.04
General Govt Buildings/Plant	Bldg/Facility Repair Supplies	40695	Orkin Commercial Services	101	41940	79.30
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	470657867	Cintas Corporation #470	101	41940	20.59
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	14730	GHP Enterprises, Inc.	101	41940	368.72
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	389916	Nardini	101	41940	129.00
General Govt Buildings/Plant	Bldgs/Facilities Repair/Maint	116933	Robert B. Hill Company	101	41940	19.24
General Govt Buildings/Plant	Electric Utilities	52011	Connexus Energy	101	41940	712.81
Housing & Redevelopment Autho	Legal Fees	111922	Eckberg, Lammers, Briggs,	230	23000	77.00
Housing & Redevelopment Autho	Legal Fees	8798	Hoff, Barry & Kozar, P.A.	230	23000	536.00
Legal	Legal Fees	60311	Carson, Clelland & Schreder	101	41610	8,527.76
Legal	Legal Fees	111922	Eckberg, Lammers, Briggs,	101	41610	2,199.59
Mayor/City Council	Conferences/Meetings	152091	League of MN Cities	101	41110	350.00
Park Maintenance	Clothing & Personal Equipment	470650981	Cintas Corporation #470	101	43201	48.35
Park Maintenance	Clothing & Personal Equipment	470654460	Cintas Corporation #470	101	43201	74.45
Park Maintenance	Electric Utilities	52011	Connexus Energy	101	43201	289.33
Park Maintenance	Equipment Parts	16950	St Francis True Value Hdwe	101	43201	58.75
Park Maintenance	Equipment Parts	J144988	Turfwerks	101	43201	129.46
Park Maintenance	Equipment Parts	133417-IN	Zarnoth Brush Works, Inc.	101	43201	170.00
Park Maintenance	Other Equipment Rentals	44836	Jimmy's Johnnys, Inc.	101	43201	1,005.28
Park Maintenance	Repairs/Maint Machinery/Equip	197226	Lano Equipment, Inc.	101	43201	256.19
Park Maintenance	Safety Supplies	80581024	Bound Tree Medical, LLC	101	43201	83.10
Park Maintenance	Safety Supplies	9540310449	Grainger	101	43201	40.00
Park Maintenance	Safety Supplies	84486	Menards - Forest Lake	101	43201	108.00
Park Maintenance	Safety Supplies	54189893	Zee Medical Service	101	43201	55.08
Park Maintenance	Shop Supplies	PA1017052	Parts Associates, Inc.	101	43201	128.00
Park Trails Capital Projects	Improvements Other Than Bldgs	Pay Est #1	Rum River Contracting	410	41000	28,485.83
Payroll	Insurance Premium	40695	Fort Dearborn Life Insurance	101		961.95
Payroll	Insurance Premium	40695	MN NCPERS Life Ins	101		128.00
Payroll	Union Dues	40695	MN Teamsters No. 320	101		601.35
Planning and Zoning	Professional Services Fees	412	GIS Rangers	101	41910	607.50
Police	Professional Services Fees	209967	Anoka County Treasury Dept	101	42110	269,274.50
Recycling Operations	Electric Utilities	52011	Connexus Energy	226	43235	106.09
Recycling Operations	Hazardous Waste Disposal	17632	SRC, Inc. Rolloff Services	226	43235	594.72

# City of East Bethel

June 15, 2011

## Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
Recycling Operations	Hazardous Waste Disposal	17631	SRC, Inc. Rolloff Services	226	43235	611.24
Recycling Operations	Other Equipment Rentals	44836	Jimmy's Johnnys, Inc.	226	43235	13.89
Recycling Operations	Professional Services Fees	40695	Cedar East Bethel Lions	226	43235	1,000.00
Sewer Operations	Bldg/Facility Repair Supplies	19962	Midwest Tank Company	602	49451	129.32
Sewer Operations	Bldgs/Facilities Repair/Maint	52011	Connexus Energy	602	49451	24.53
Sewer Operations	Bldgs/Facilities Repair/Maint	21113	Westco Environmental Services	602	49451	750.00
Sewer Operations	Bldgs/Facilities Repair/Maint	21115	Westco Environmental Services	602	49451	60.00
Sewer Operations	Chemicals and Chem Products	3219627 RI	Hawkins, Inc	602	49451	2,465.00
Sewer Operations	Electric Utilities	52011	Connexus Energy	602	49451	742.88
Sewer Operations	Professional Services Fees	78431	Utility Consultants, Inc.	602	49451	628.00
Sewer Utility Capital Projects	Due from Other Govts	Pay Est #1	TCF Bank	434		29,098.26
Sewer Utility Capital Projects	Improvements Other Than Bldgs	Pay Est #1	TCF Bank	434	49455	2,662.99
Sewer Utility Capital Projects	Legal Fees	111922	Eckberg, Lammers, Briggs,	434	49455	792.00
Street Maintenance	Bldgs/Facilities Repair/Maint	470650981	Cintas Corporation #470	101	43220	26.50
Street Maintenance	Bldgs/Facilities Repair/Maint	470654460	Cintas Corporation #470	101	43220	26.50
Street Maintenance	Bldgs/Facilities Repair/Maint	52011	Connexus Energy	101	43220	21.29
Street Maintenance	Clothing & Personal Equipment	470650981	Cintas Corporation #470	101	43220	46.24
Street Maintenance	Clothing & Personal Equipment	470654460	Cintas Corporation #470	101	43220	46.24
Street Maintenance	Electric Utilities	52011	Connexus Energy	101	43220	1,294.47
Street Maintenance	Equipment Parts	133417-IN	Zarnoth Brush Works, Inc.	101	43220	242.64
Street Maintenance	Legal Notices	54970	SGC Horizon LLC	101	43220	49.00
Street Maintenance	Personnel Advertising	1008967686	Star Tribune	101	43220	625.00
Street Maintenance	Repairs/Maint Machinery/Equip	197226	Lano Equipment, Inc.	101	43220	160.00
Street Maintenance	Safety Supplies	80581024	Bound Tree Medical, LLC	101	43220	80.00
Street Maintenance	Safety Supplies	9540310449	Grainger	101	43220	30.36
Street Maintenance	Safety Supplies	54189893	Zee Medical Service	101	43220	50.00
Street Maintenance	Shop Supplies	PAI1017052	Parts Associates, Inc.	101	43220	237.04
Street Maintenance	Shop Supplies	228721	S & S Industrial Supply	101	43220	42.42
Street Maintenance	Street Maint Materials	1253	Commercial Asphalt Co.	101	43220	239.55
Street Maintenance	Street Maint Materials	1232	Commercial Asphalt Co.	101	43220	117.19
Street Maintenance	Street Maint Services	101115	Pavement Resources Inc.	101	43220	5,700.00
Street Maintenance	Telephone	60111	Qwest	101	43220	67.84
Water Utility Capital Projects	Electric Utilities	52011	Connexus Energy	433	49405	16.89
Water Utility Capital Projects	Improvements Other Than Bldgs	Pay Est #1	TCF Bank	433	49405	3,677.46
Water Utility Capital Projects	Legal Fees	111922	Eckberg, Lammers, Briggs,	433	49405	924.00
Water Utility Operations	Bldgs/Facilities Repair/Maint	12616	Classic Construction	601	49401	400.00
Water Utility Operations	Bldgs/Facilities Repair/Maint	52011	Connexus Energy	601	49401	26.67
Water Utility Operations	Bldgs/Facilities Repair/Maint	21115	Westco Environmental Services	601	49401	800.00
Water Utility Operations	Chemicals and Chem Products	3219627 RI	Hawkins, Inc	601	49401	319.41
Water Utility Operations	Chemicals and Chem Products	84486	Menards - Forest Lake	601	49401	30.61
Water Utility Operations	Electric Utilities	52011	Connexus Energy	601	49401	209.37
Water Utility Operations	Safety Supplies	84486	Menards - Forest Lake	601	49401	80.00
Water Utility Operations	Telephone	60111	Qwest	601	49401	108.29
						<b>\$387,967.35</b>

# City of East Bethel

June 15, 2011

## Payment Summary

Department	Description	Invoice	Vendor	Fund	Dept	Amount
	<b>Electronic Payments</b>					
	PERA					\$5,557.30
	Federal Withholding					\$6,056.24
	Medicare Withholding					\$1,610.50
	FICA Tax Withholding					\$5,775.62
	State Withholding					\$2,489.37
	MSRS					\$2,918.00
						<b>\$24,407.03</b>



# City of East Bethel City Council Agenda Information

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**Date:**

June 15, 2011

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**Agenda Item Number:**

Item 7.0 A-H

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**Agenda Item:**

Consent Agenda

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**Requested Action:**

Consider approving Consent Agenda as presented

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**Background Information:**

Item A

Bills/Claims

Item B

Meeting Minutes, June 1, 2011 Regular City Council

Meeting minutes from the May 18, 2011 Regular City Council Meeting are attached for your review and approval.

Item C

Resolution 2011-18 Proclaiming August 2, 2011 Night to Unite

The Anoka County Sheriff's Office has asked that Council consider adopting Resolution 2011-18 Declaring August 2, 2011 as Night to Unite (formally National Night Out). To recognize this event, Council has traditionally adopted a resolution declaring this event. A proposed resolution is presented for your approval and adoption.

Item D

Approve Liquor License Renewals

All of City liquor licensees have submitted application forms for renewal. One of the liquor licensees still has fees to be submitted. One of the liquor licensees still has background check information to be submitted. One of the licensees still has insurance information to be submitted, but the carrier have been contacted and certificates will be either faxed or e-mailed as soon as they are ready. An updated list will be provided at the City Council meeting.

Liquor licenses run for the period July 1, of each year through and including June 30 of the following year. License applications being considered are for the period July 1, 2011 through and including June 30, 2012. All approvals will be subject to all forms being received by the City, background checks being completed, the Sheriff's signature and approval from the Liquor Control Board at the State of Minnesota.

Item E

Cable Technician Pay Rate

Mr. Jeremy Millington joined the City on June 16, 2010 as our part-time Cable Technician. Mr. Millington is paid \$12.00 per hour (minimum of three hours) and is not the City pay plan (which includes step increases) and is not eligible for benefits.. He has performed the duties of the Cable Technician in an excellent manner, going above and beyond in many instances.

Staff is recommending that Mr. Millington be given an increase in hourly pay to \$12.75 per hour effective June 16, 2011 . This increase will stay within the budgeted amount for this line item for 2011.

Item F

Schedule Special City Council Meeting – Wednesday, June 22, 2011 at 6:30 PM

Staff is recommending City Council schedule a special meeting for Wednesday, June 22, 2011 at 6:30 PM to address the CUP Request for the Proposed Transmission Line Project and staff will have a recommendation for the Public Works Manager position.

Item G

Ehlers Invoice

Attached is an invoice from Ehlers in the amount of \$1,757.50 for approval for payment. Ehlers provided a second opinion of the defeasance costs for the Landform Project I Phase 1 Feasibility Study. Also attached is the letter of engagement for the defeasance analysis. There is no other supporting documentation for this bill.

Item H

Recording Secretarial Services

The City contracts for recording secretarial services for minutes for the Parks, Roads and the Planning Commission. Jill Teetzel provided this service for the past two years and her contract expires on July 31, 2011. The services of a recording secretary enables a better utilization of staff time and scheduling. In addition to recording services for Parks, Roads and the Planning Commission it is also recommended that EDA meetings be added to the responsibilities of this contract.

The cost for this service is provided in the Parks, Roads and Planning budgets for 2012 and will be included as part of the 2013 budget for these Commissions. The cost for this service is estimated to be \$2,100.00.

Staff recommends that Jill Teetzel be contracted to provide the recording secretarial services for the Parks, Roads, Planning and EDA meeting minutes for the period of August 1, 2011 through July 31, 2012.

**Fiscal Impact:**

As noted above.

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**Recommendation(s):**

Recommend approval of the Consent Agenda as presented.

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**City Council Action**

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

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

\_\_\_\_\_

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

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

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

## EAST BETHEL CITY COUNCIL MEETING

June 1, 2011

The East Bethel City Council met on June 1, 2011 at 7:30 PM for their regular meeting at City Hall.

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

ALSO PRESENT: Jack Davis, Interim City Administrator  
Rita Pierce, Fiscal and Support Services Director  
Mark Vierling, City Attorney  
Craig Jochum, City Engineer

Call to Order    **The June 1, 2011 City Council meeting was called to order by Mayor Lawrence at 7:30 PM.**

Adopt Agenda    **Boyer made a motion to adopt the June 1, 2011 City Council Agenda. Voss seconded; all in favor, motion carries.**

2010 AFR and Report by Auditor    Jeff Wilson from the City's audit firm of HLB Tautges Redpath, Ltd., thanked Council for allowing him the time and said he has the same presentation as he has had the last couple years. He said we have three reports, the Annual Financial Report, the Annual Management Report and the State Legal Compliance Report.

Wilson said for the Annual Financial Report the City is responsible to write this, Ms. Pierce actually wrote all of this which is great and we reviewed it. He said you got a clean opinion from us on this.

Wilson said the Annual Management Report covers six areas. Wilson said for 2009 the City received a federal grant in the amount of \$350,000. He said it is a reimbursement grant and you have until May 2013 to get the funds. Wilson said you also have the bonds you issued that you need to stay on top of, but Ms. Pierce indicated you have contacted counsel on what these can be spent on. He said the Ice Arena fund might be in the positive by 2012 or 2013 for cash flow. Wilson said all in all we had a clean opinion for 2010 for the City of East Bethel.

Anoka County Sheriff 2012 Contract Proposal    Sheriff Stuart said we have a variety of things to talk about related to your 2012 contract. He said we have had a contract for services with the City of East Bethel for many years and he hopes you are happy with our services. Sheriff Stuart said we have put together and option for you to look at. He said we know these are hard economic times that no one has ever wanted. Sheriff Stuart said we recognized the cities are in just as difficult spot as we are so we wanted to go back to the drawing board and redefine normal. He said we wanted to make it more affordable for our partners. Sheriff Stuart said so we assigned a task force and their task was to define options. He explained we reviewed other contract services and we found our services were above par, our services were more personalized, and we have investigators that work the same areas more. Sheriff Stuart said we are continuing to work the same resources to the get the job done, above the mark or ahead of the mark. He said we had a City to the south that looked at other services, but we showed them that our services were the best and we want to continue to provide excellent services at an excellent price.

Sheriff Stuart said our task force came up with a district concept. He said it would involve communities that would have to maintain their standards; the district included the

communities of Oak Grove, Andover, Ham Lake and East Bethel. Sheriff Stuart said after discussions, the City of Andover was not interested, they are happy with their service. He said from our standpoint it will allow you to reduce your expenses but still maintain your standards. Sheriff Stuart said Ham Lake already took a reduction, so they will see less of a reduction. He said there would be varied degrees of expense based on coverage and the proposed savings of each City would vary. Sheriff Stuart said East Bethel would be the only city that would continue to have CSO coverage, and that would be a separate contract.

Sheriff Stuart said the downfall of district coverage, is loss of a personalized service, the deputies would be assigned to a district, and so it comes down to a choice of less personalized service to a less bottom line. He said we are willing to do this on a trial basis and if the cities decided it wasn't working, we could go back to the standard contracts. Sheriff Stuart said it would be an evolving process as we were moving along. He said we would like the opportunity to evaluate the successes or lack of successes, and the district concept would be contingent on participation of all three communities for these numbers to be sufficient. Sheriff Stuart said we would provide 17 deputies, 24/7 patrol, and this would meet the minimum standards of our office and the cities. He said it would be up to cities to decide how the payments are divided. Sheriff Stuart said so you have the option of having your regular contracts per City, or the district option, but we are trying to reinvent the wheel and give you options.

DeRoche asked has this been tried in other parts of the state. Sheriff Stuart said they do this in other areas but they don't call it a district concept, the minimum contract is 36 hours and the starting contract is 1.2 million. He said there are several departments that say, write us the check and we will handle the hours, but we like to have more personal interaction. Sheriff Stuart said he doesn't think it will be lost with this. Boyer said with 17 full time officers, we are used to thinking hours of service per day how does that equate to our current contract. Sheriff Stuart said the actual final schedule would have to be determined. He said we are trying to determine what is the most bang for the buck, the most coverage whether it be 8.5 hours or 12 hours per shift, we haven't worked that out yet. Boyer said he can do the math at home and he doesn't know what Ham Lake is contracting or Oak Grove is contracting, so he doesn't have enough information to make a judgment on service and what we are getting for our money.

Lawrence said we had discussed this and our service would not be lacking, we would be getting the same service with this system because of the overlap with the cities and we would get a cost reduction. Sheriff Stuart said one of the benefits of this concept is if you are short 2 hours of your 40% proactive time, with a traditional contract you would have to buy 8 hour block, but with the district option you can look at this surplus block. Boyer said so we are taking 5 police officers off the streets between 3 cities. Sheriff Stuart said yes, with the district there is no East Bethel car, you have district cars. Boyer said so we are 5 officers short, so that is a reduction of service to the residents of East Bethel. He said and in the past it has been eluded to that the neighbors to the south have not been contracting enough hours and we are already subsidizing them. Sheriff Stuart said he cannot speak to that; he is just here to provide the options.

Moegerle said she thinks if we did the cost on this on a population basis it would be fairer. Stuart said we looked at calls for service and population, and they were very similar. Moegerle said she knows in the last two weeks there was a call for service at the Coon Lake Beach community center and it took 20 minutes for response. She said it seems it would be a good way to cover the Coon Lake area if you were coming from Ham Lake. Sheriff Stuart

said like anything we do, it is going to be hit or miss. Moegerle said she understands it is a long way there, it is the lake. She said this approach would solve that. Lawrence asked when you did your approach to this, would we lose our current service from the sheriff's service, would we actually not have our response time we currently have. Sheriff Stuart said he would be surprised if we didn't have the same response time. He said it would be hard to believe we wouldn't. Sheriff Stuart said normally if isn't a priority call, it might wait for an hour until the cars get free from an accident, but with the district there will be a lot more cars available.

Boyer said but there will be a lot more ground to cover. Sheriff Stuart said there is a reduction in staffing. Boyer said you can do this if you want to cut services. Voss asked where does the cost savings come from, besides cutting personnel. Sheriff Stuart said an administrative fee reduction. He said 10% of the contract is administrative fees, so it is a reduction in this through the collaborative effort of the district concept. He said couldn't reduce hours if you didn't do the district option because we won't reduce our standards below the minimum. Sheriff Stuart said it is kind of a Catch 22, if you look at districting, if one City needs 1.5 hours, another needs 2 hours and another needs 2 hours, they all don't have to purchase 8 hours each to meet their minimums, they can share 8 hours and meet their minimum standards. Voss asked where are we at with the standards. Sheriff Stuart said he believes near 50%.

Voss said he did this quickly, but he figured out a rough percentage reduction, Oak Grove would be 33%, East Bethel 26% and Ham Lake a 2% decrease. He said is it safe to say we would have a 22% reduction in sheriff's hours in the City. Sheriff Stuart said yes. Voss said so we would be going from 40 to 32 hours. Sheriff Stuart said you would still meet the 40% proactive time. Moegerle said it is her understanding that Ham Lake already did a reduction last year. Sheriff Stuart said yes. Voss said this is merely a way to bring it down to the bare minimum standards. Sheriff Stuart said correct. Voss said in years past we had the bare minimum standards, and it took years to get it up there. Moegerle asked 40% of what, 50% of what, please explain this to everyone so they know what you are talking about. Sheriff Stuart said we are talking 40% of proactive time. He said the minimum standards say an officer should have 50% of proactive time, to patrol neighbors, and such. Sheriff Stuart said we have as an organization years ago said that we wouldn't hold to 50% as a minimum standard, but 40%. DeRoche said so for clarification this wouldn't mean East Bethel would be running wild just because we went to 40% proactive time. Boyer said this is nothing but a reduction of police services, if we want to do this, we could cut an officer tomorrow. Sheriff Stuart said an individual City might have to go to the district option to cut; they might not be able to make the minimum standards otherwise. He said the overall reduction is not just personnel.

Voss asked explain currently and then the with the district approach how the cars are managed. Sheriff Stuart said with your current coverage the cities contract for certain number of cars and deputies. He said the work out of your substations primarily and also mostly in your City. Sheriff Stuart said the difference is with a district, they would be working in all the cities, and the cars would be district-wide. Voss said currently we have two cars out of here and Ham Lake has one car in the afternoon. Sheriff Stuart said he is not sure; he doesn't have their contract with him. Voss said does Oak Grove have one car in the afternoon. Sheriff Stuart said yes. Voss said under the district approach we are going from them covering 50 square miles to 100 square miles. Sheriff Stuart said with 17 deputies, whether 10 or 12 hour shifts for the district with probably 2 A-Shift, 2 B-Shift, 1 C-Shift, 2 A-Power, 2 B-Power and 2 floaters, so if no one is off schedule you have 11 cars

per day.

Voss said in terms of within an 8 hours shift and he has been on plenty of ride alongs when both cars have found themselves in the same spot at one time. He said it could happen with all the cars in district, they could all be in Ham Lake at the same time. Voss asked will you manage them. Sheriff Stuart said we would have to have a plan broken down into a geographical area of some kind; this is literally a rough plan. Voss asked with the 40% criteria of proactive, where are Ham Lake and Oak Grove sitting. Sheriff Stuart said Oak Gove with their expansion mid year, they will be in line with East Bethel and Ham Lake is just sitting above 40%. Voss said so Ham Lake will have the most to gain. Sheriff Stuart said he doesn't know that anyone within the district will gain more than the other, because it is based on calls per service. He said the emphasis was on the concerns in reduction in coverage, but he knows staff will do the best they can to get the calls covered but he would not attach his name to it if he thought there would not be coverage. Lawrence said at the current rate we have three separate cities, if we have an Oak Grove car just sitting in Oak Grove, if we have something happen in East Bethel does he respond. Sheriff Stuart said not unless it is an emergency. He said we also have the county-wides that would respond as well with both options, the cavalry. Sheriff Stuart said it changes the dynamics a bit.

DeRoche asked do you have any documentation that shows the specific calls at what time in each City. Stuart said we don't have a spreadsheet in the district, but we know the hot spots. Voss said is it not the afternoon, isn't that why we have power cars in the afternoon. Moegerle said since Ham Lake had a reduction since January could we compare the response time with East Bethel's response time, in general. She asked could you also work the district option up with 18 deputies. Sheriff Stuart said yes, we could certainly do that. Boyer said it would have to be 20% more than 17 to get to the same amount of service that East Bethel has. Sheriff Stuart said he has tried to be very upfront about this. Voss asked if we dropped down to 32 hours of coverage as we were a few years ago, do you know where we would be. Sheriff Stuart said he believes below 40%. He explained the different shifts. Lawrence said so power calls are designed to cover high level shifts.

Sheriff Stuart thanked Council for allowing them to serve the City of East Bethel.

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

**Consent Agenda** **Boyer made a motion to approve the Consent Agenda including: A) Approve Bills; B) Meeting Minutes, May 18, 2011, Regular Meeting; C) Meeting Minutes, May 12, 2011 Work Meeting; D) Meeting Minutes, May 17, 2011 Work Meeting; E) Ehlers Invoice; F) Approve Gambling Permit – Bingo – East Bethel Seniors – Booster Day; G) Schedule Work Meeting – June 22, 2011 at 6:30 PM; H) Appoint East Bethel Member to Connect Anoka County Governance Group; I) Temporary Appointment of Lieutenant to Fire Department; J) Booster East Fence.** Davis said we need to discuss item G) Schedule Work Meeting – June 22, 2011, we probably need to schedule a special meeting because Council will need to make a decision about the GRE application. Council consensus was pull this from the consent agenda and to discuss this under City Administrator at the end of the agenda. There wasn't a second so the motion was withdrawn.

Moegerle asked to discuss the item J – Booster East Fence and under item A – Approve Bills, she has a few bills to discuss, but especially the Weidema Invoice both as separate items from the consent agenda. Voss said he would also like to discuss item E – Ehlers Invoice as a separate item.

**Moegerle made a motion to approve the Consent Agenda including: B) Meeting Minutes, May 18, 2011, Regular Meeting; C) Meeting Minutes, May 12, 2011 Work Meeting; D) Meeting Minutes, May 17, 2011 Work Meeting; F) Approve Gambling Permit – Bingo – East Bethel Seniors – Booster Day; H) Appoint East Bethel Member to Connect Anoka County Governance Group; I) Temporary Appointment of Lieutenant to Fire Department. Voss seconded; all in favor, motion carries.**

Item A –  
Approve Bills

Moegerle asked are there two different telephone providers, is one for cell phones and one for land lines. Davis said yes, that is correct. **Moegerle made a motion to item A) Approve Bills except the S.R. Weidema invoice in the amount of \$552,886.91. DeRoche seconded.** Voss asked why is this being pulled out. Moegerle said she wants to discuss it further under item 8.0 A.1 and wants to know how long it will take for us to get reimbursed by Met Council, and if it is an interest bearing account, will we lose money. She asked will we hear about this from our engineer. Jochum said yes it is an agenda item. Boyer said we would usually not have this as a consent agenda item if we are discussing it later. **All in favor, motion carries.**

Item E – Ehler  
Invoice

Voss said as far as the Ehler Invoice on page 59 do we have a new document provided. Davis said yes, that is correct. Voss said if understand this correctly it is basically a contract between Ehler and Landform to provide the services. Davis said there is some hint of that and it also says the City authorized Ehler to proceed with the analysis. He said we assume it must have been done by the former city administrator. Voss said last meeting we asked for a letter of engagement. He said he perceives from this that Landform engaged them. Vierling said if Landform or Ehler hasn't supplied that you might want to table this until they do.

DeRoche asked didn't the former city administrator okay this to go ahead. Davis said that is what he understood; he did it to get a second opinion on the bonds, for defeasance. DeRoche said if in fact Dave Schaaf did engage them to do this, are we not in fact to obligated to pay them. Vierling said the City Council authorizes purchases, unless you have a purchasing policy in place that department heads can authorize purchases. Voss said to him this is something that Landform had a contract to complete their scope of services. DeRoche asked can we get a hold of Ehler's to see if they have some type of documentation. Davis said this is all that is available from what we understand. He said we have discussed this with them and this is what they have provided. DeRoche asked did you tell them we need something that says that Dave Schaaf authorized this. Davis said we can get ahold of Ehler to see if they can substantiate this charge.

**DeRoche made a motion to table item E-Ehler Invoice and to have staff contact Ehler and Landform to get some more documentation. Voss seconded.** Boyer asked when we are tabling this to. DeRoche said the next City Council meeting. **Boyer, nay; DeRoche, Lawrence, Moegerle, Voss, aye; motion carries.**

Item G –  
Booster East  
Fence

Moegerle asked with the Booster East Fence is time of the essence that we can't get this done by public works. Davis said this was initially part of the easement. He said time is critical, this is part of a pasture for horses, it is \$3,000 in labor that will come out of the parks trails fund. Davis said the public works department is busy doing storm work. DeRoche said he has been looking at some of the roads and they need to be done, they are beyond bad.

**Moegerle motion to approve the Booster East Fence project with Top Notch Fence not to exceed \$10,900. DeRoche seconded.** Boyer asked has this gone to the Park Commission. Davis said this is on the Booster East/Cedar Creek Trail easement project. **All in favor, motion carries.**

IUP/Home  
Occupation -  
2740 Viking  
Blvd NE –  
Michelle Hess

Davis explained the property owner/applicant is requesting an IUP for a hair salon business for the parcel located at 2740 Viking Blvd. NE. Ms. Hess currently has a salon in Ham Lake but would like to move the business to her home.

Ms. Hess plans to have the salon located in her home. Since she will be the only employee, she plans to install one (1) wash sink station. Since the property is located in the shoreland district, Ms. Hess is required to have a septic system compliance check. The system failed the compliance check. As part of the renovation process, Ms. Hess will be required to update the system prior to obtaining the required building permits needed to complete the renovation.

Mr. Sackey, Building Inspector, has suggested a filter system and a water usage meter be added to the new septic system as part of the home occupation. As part of the new septic system, a management plan of the system will be required to be submitted as part of the septic design process. Ms. Hess and staff will continue to work together in the permitting process for the new septic system and building permits required to complete the renovation.

Home occupations are a permitted use in the RR - Rural Residential District as long as the applicant can meet the requirements of the City Code and complies with the conditions of the IUP. The proposed home occupation will meet requirements of the ordinance so long as the IUP conditions are met. In the event the conditions are not being met, the IUP would be revoked.

Planning Commission held a public hearing on May 24, 2011 at which time residents had the opportunity to comment on the proposed IUP request. There were no comments from residents.

Planning Commission recommends approval to City Council of an IUP for a hair salon for the property known as 2740 Viking Blvd. NE, East Bethel, PIN 27-33-23-32-0002 with the following conditions:

1. Signage must comply with East Bethel City Code, Chapter 54, which states “for home occupations, one identification sign is permitted, and the sign shall not exceed two square feet.” Signs must be placed on the business property as directional signs are not allowed.
2. No more than three persons, at least one of whom shall reside within the principal dwelling, shall be employed by the home occupation.
3. Structure must be inspected by the Fire Inspector on a yearly basis.
4. Business street parking shall be prohibited and business parking must be on the driveway.
5. State licensing requirements must be current and a copy provided to the city and prior to opening.
6. The Interim Use Permit shall expire at the time the property changes hands and/or any of the prescribed stipulations have been violated.
7. Conditions must be met and an IUP Agreement executed no later than June 30, 2011. Failure to comply will result in the null and void of the IUP.

**DeRoche made a motion to approve the request of Michelle Hess for an Interim Use Permit (IUP) for a hair salon at 2740 Viking Blvd. NE, East Bethel, MN 55092 (PIN 27 33 23 32 0002) with the following conditions: 1) Signage must comply with East Bethel City Code, Chapter 54, which states “for home occupations, one identification sign is permitted, and the sign shall not exceed two square feet.” Signs must be placed on the business property as directional signs are not allowed; 2) No more than three persons, at least one of whom shall reside within the principal dwelling, shall be employed by the home occupation; 3) Structure must be inspected by the Fire Inspector on a yearly basis; 4) Business street parking shall be prohibited and business parking must be on the driveway; 5) State licensing requirements must be current and a copy provided to the city and prior to opening; 6) The Interim Use Permit shall expire at the time the property changes hands and/or any of the prescribed stipulations have been violated; 7) Conditions must be met and an IUP Agreement executed no later than June 30, 2011. Failure to comply will result in the null and void of the IUP. Voss seconded. Boyer said he is a little concerned about parking. Hess said she has plenty of parking. All in favor, motion carries.**

Pay Estimate #1 – S.R. Weidema – Phase 1, Project 1 Utility Improvements & East Bethel Gravity Interceptor & Discharge

Jochum explained that The major pay items for this pay request includes mobilization, erosion control, traffic control, bituminous removal, delivery of piling pipe and payment for pipe materials on hand and stored. The Pay Estimate includes payment for work completed to date minus a five percent retainage. We recommend partial payment of \$673,335.44. A summary of the recommended payment breakdown is as follows:

MCES	\$552,866.91
City	<u>\$120,468.53</u>
Total Payment	\$673,335.44

Staff recommends Council consider approval of Pay Estimate #1 in the amount of \$673,335.44 for the Phase 1, Project 1 Utility Improvements. Payment for this project will be financed from the bond proceeds. Funds, as noted above, are available and appropriate for this project.

Jochum said he has included the breakdown between the City and Met Council. He said there is an item of note on the retainage, by statute the contractor can request to have an escrow account set up for the retainage. Jochum said S.R. Weidema has elected to go with that option, and an agreement has been drawn up and the city attorney is reviewing this.

Moegerle asked has the Met Council reviewed this bill. Jochum said yes. Moegerle said so they will be reimbursing us right away. Pierce said they have 30 days to review this bill and then 15 days to pay the bill. Jochum said but they put up money upfront. Pierce said 10% of the contract so approximately \$700,000. She said this will just cover this and then very soon we will have pay estimates where we have to pay the contractor within 15 days of the engineer signing the pay estimate and then the Met Council has 45 days to pay us. Moegerle said and this comes from interest bearing accounts. Davis said the problem comes from the fact that the contractor gets paid in 15 days from when they submit it, and then Met Council has 45 days from when we submit it to reimburse it. Boyer said we are talking \$2,500. Moegerle asked when is payment due to them on this particular bill. Davis said approximately June 10.

**Lawrence motion to approve Pay Estimate #1 – S.R. Weidema – Phase 1, Project 1 Utility Improvements & East Bethel Gravity Interceptor & Discharge in the amount of**

**\$673,335.44. Boyer seconded; all in favor, motion carries.**

Boyer asked staff to talk to our Met Council representative and see if we can work something out on the payment process. Davis said he will talk to Mr. Reynoso to see if we can expedite this process.

Resolution  
2011-17

Davis explained the 2010 Annual Financial Report (AFR) has been prepared, audited and is presented for your review and approval.

Accepting

Annual

Financial

Statements

and

Auditor's

Annual Report

Resolution 2011-17 formally accepts and adopts the 2010 Annual Financial Report and directs the submission of the Annual Financial Report to the State Auditor.

Staff recommends adoption of Resolution 2011-17 Accepting the 2010 Annual Financial Report for operations and activities of the City of East Bethel for fiscal year 2010 and direction to submit the report to the state Auditor.

**Voss made a motion to adopt Resolution 2011-17 Accepting the 2010 Annual Financial Report for operation and activities of the City of East Bethel for fiscal year 2010 and direction of submit the report to the state Auditor. Boyer seconded. Voss said he wants to note that we were given a clean bill of health for 2010. All in favor, motion carries.**

Class V Bids

Davis explained that at their March 8, 2011 meeting, the Roads Commission recommended approving Jewell, Kissel and Edison Streets for Class V resurfacing projects, adding London Street as the next priority if budget funds are available for Class V work and .repairing sections of Klondike Drive with asphalt millings. These projects are consistent with the street maintenance plan for resurfacing unpaved City streets.

Bids were solicited by advertising in the Anoka Union and the Upper Midwest Civil Construction Bulletin. Bids were received and opened for this project on May 19, 2011. The bids were based on an estimated application of up to 1,900 tons of Class V material for Jewell, Kissel and Edison Streets and up to 600 tons of millings for Klondike Drive. Five companies requested bid packets and three firms bid the project.

Based on the estimated 2,500 tons, the low bid for this material was \$30,576 plus sales tax of \$2,102.10 from Bjorkland Trucking. Bjorkland Trucking has been the supplier of this material for the past five years.

There is \$35,000 in the 2011 street maintenance budget for these projects. The bid cost for this project is for material and delivery. The City conducts the grading, compaction and finishing of this material.

Staff recommends awarding the 2011 Class V/millings contract to Bjorkland Trucking for a not to exceed of \$35,000 including delivery.

**Boyer made a motion to award the 2011 Class V/Millings contract to Bjorkland Trucking not to exceed \$35,000 including delivery. Lawrence seconded; all in favor, motion carries.**

City  
Administrator  
Employment

Davis explained that as part of the motion that approved my hiring as the City Administrator on May 4, 2010 was the approval of an employment agreement that would be satisfactory to both the City and the Administrator. Attached is the agreement for your review.

The City Administrator Employment Agreement has been reviewed by the City Attorney and his comments have been incorporated into the document.

The salary in this agreement is \$21,588 less than the budget amount approved for this position for 2011 and does not include an additional \$4,500 in deferred compensation that was included in the 2011 budget for this category. The overall impact of this agreement for the City Administration budget is a reduction of \$26,080, not including any of the reduced fringe benefit costs associated with the salary.

**Boyer made a motion to approve the city administrator employment contract for Charles “Jack” Davis as submitted in our packet. Lawrence seconded.** Lawrence said on page 3, second from bottom paragraph under severance he would like to change this from 6 months to 4 months and then for two years of service an additional month of severance will be added. He said also on page 4, under step increase; add by approval of City Council. Davis said he has no issue adding either of those conditions. Lawrence said he had asked Davis to look up the step plan for the city administrator and we don’t have one. Voss said under term on page 1, he would suggest we make it a full 2 year term, run it to June 1, 2013. He said so it is overlapping a bit of the election year and a potential changeover on January 1<sup>st</sup>. Moegerle said wouldn’t a new council know if they want to make a change before that. Voss said he is trying to avoid the event that happened this time; it was the worst thing that happened for the City. He said that way if it goes to June, not everything has to happen at once, we don’t have to spend 6 months getting back on our feet and it is a two year contract. Davis said he has no issue with that either. **All in favor, motion carries.** Vierling asked for the record, was it the intent of the Council to have all three amendments added to the contract. All Council Members stated that yes; they wanted it on the record that all three amendments should be added to the contract of Charles “Jack” Davis, city administrator as approved.

URRWMO  
2012  
Proposed  
Budget

Davis explained that at the last URRWMO meeting, the organization reviewed the 2012 Budget for the organization and directed it be distributed to member cities for review and comment. A copy of that proposal is attached with this agenda item.

The proposal represents a decrease of \$1,087 to East Bethel from a 2011 budget of \$3,700 to \$2,613 in 2012.

The Joint Powers Agreement requires the submission of the budget to each of the parties for ratification; the budget is implemented only after ratification by all parties to the Agreement. East Bethel received the 2012 budget on May 11, 2011. The City has 60 days to respond to the URRWMO regarding the 2012 budget. Failure of the City to act within 60 days shall constitute approval of the budget.

City staff is seeking direction as to a response to the URRWMO budget request.

**Boyer made a motion to approve the Upper Rum River WMO 2012 budget request. Voss seconded; all in favor, motion carries.**

SRWMO  
2012  
Proposed  
Budget

Davis explained that at the last SRWMO meeting, the organization reviewed the 2012 Budget for the organization and directed it be distributed to member cities for review and comment. A copy of that proposal is included as an attachment for this agenda item.

The proposal represents an increase of \$8,055 to East Bethel from a 2011 budget of \$9,502 to \$17,557 in 2012. Budgeted administrative and operating expenses decrease slightly from 2011 to 2012. 82% of this increase is East Bethel's portion of Rough Fish Barriers Installation – Martin Lake and Type Lake at a cost of \$6,586. All the projects listed in the budget request are included in the SRWMO Comprehensive Plan.

The Joint Powers Agreement requires the submission of the budget to each of the parties for ratification; the budget is implemented only after ratification by all parties to the Agreement. East Bethel received the 2012 budget on May 11, 2011. The City has 60 days to respond to the SRWMO regarding the 2012 budget. Failure of the City to act within 60 days shall constitute approval of the budget.

City staff is seeking advice and direction in responding to the SRWMO budget request.

**Boyer made a motion to approve the Sunrise River WMO budget as requested. Voss seconded.** Boyer said there are some spelling errors. **Moegerle, nay; Boyer, DeRoche, Lawrence, Voss, aye; motion carries.**

Arena  
Management  
Contract

Davis explained that prior to 2006 the City of East Bethel managed the total operation of the Ice Arena. Beginning with the 2006-2007 seasons, the City contracted with the National Sports Center for management services under an agreement that ran for two years ending in June of 2008. The National Sports Center gave notice in March 2008 that they did not intend to exercise their option to extend the contract for another two year period.

The City solicited other management proposals from several vendors including the current vendor, Gibson Management Company, LLC. Gibson Management Company, LLC was selected as it offered more service and had staff with experience at our arena. The initial contract was for a one year period ending July 31, 2009. The current contract was approved by City Council for a two year period and expires July 31, 2011.

City staff has been satisfied with the execution of the contract management. Net operating income has increased from \$57,328 in 2006 to \$82,404 in 2010. The cash deficit in the arena fund has been reduced from \$345,850 to \$192,134 between December 31, 2007 to December 31, 2010. The arena has been maintained satisfactorily and any issues that have arisen have been addressed in a cooperative manner. Gibson Management worked with the City to repaint interior walls, re-fit locker rooms with rubber floor coverings and install energy efficient lighting in the arena area.

The contract rate remained constant at \$83,000 per year for the first three years with this contractor. An increase to \$88,000 per year for the next three years is proposed in this new contract with incentives and guarantees on improving advertising revenue. Minimum amounts required for advertising sales have been included in the contract and these requirements will net the city at least \$10,000 over a three year period. Sales over this amount are proposed to be split 50-50 between the City and Gibson Management. The potential affect of the advertising sales could negate the cost increase of the new contract.

Overall, the management company has been responsive to requests from the City and complaints from customers regarding the arena have been reduced. City staff is pleased with the performance of Gibson Management Company, LLC.

The City Attorney has reviewed this agreement for the current contract period.

Staff is recommending approval of the Management services agreement with Gibson Management Company, LLC for management services at the City's ice arena effective August 1, 2011 through July 31, 2014.

**Voss made a motion to approve the Management Services agreement with Gibson Management Company, LLC at the City's Ice Arena for \$88,000 per year starting August 1, 2011 for a period of 3 years. Boyer seconded.** Moegerle asked is there a market for the Ice Arena. DeRoche said he was going to ask the same thing. Moegerle asked are we ever going to reduce this debt, the cost of this. Davis said the auditor said we might be out from under this by 2012. Boyer said he got on council we were losing \$200,000 a year on the arena and most of the loss now is in improvements. Davis said he thinks the best bet is to continue on with the management and to try to get cash deficit to zero.

Moegerle asked who is responsible for the repair and maintenance of the building and Zamboni. Davis said we are. DeRoche asked who is responsible for the advertising of this facility. Davis said we are going to try to get Gibson Management to market this better, but the problem is it is not air-conditioned in the summer, so it is hard to rent out in the summer. He said as part of the contract we have set up mandatory quarterly meetings and we have put in the contract that they have to sell more advertising. Moegerle asked would we get more takers if it was air conditioned and what would it cost to get that. Davis said he doesn't know the cost and doesn't know if we would get takers.

DeRoche said so it will cost us \$88,000 plus heat and electric to run the ice arena, what does that run. Boyer said \$75,000 a year. Pierce said it has gone down this year with this improvement. Lawrence said it does have a park n ride there. Davis said there is not enough room for off street parking for the bigger hockey games. He said so we have to lift the no parking restrictions when there are bigger games. DeRoche asked is it St. Francis Youth Hockey Association who has the hockey games there. Davis said yes. Moegerle asked did they pay their bill yet. Davis said he got an e-mail that they would be able to pay part of their bill tomorrow. He said we will have to get the payment up front for next year. Davis said the ice arena is something we are saddled with and trying to get out of the red. DeRoche asked is there a lot of public skating going on. Davis said there is a lot of ice time sold, but we do have an outdoor ice rink available. He said the only time we have open skating is New Years Eve. Boyer asked is the building paid for now. Pierce said yes. Jochum said the service road is wide enough to park on, it was a City decision to not allow parking; you can allow parking there during events. **All in favor, motion carries.**

#### Selection of City Attorney

Davis said that Council solicited RFP's for the position of City Attorney and selected three firms to be interviewed. The interviews were conducted on May 12, 2011. The three firms interviewed were

1. Smith & Glaser, LLC;
2. Knaak & Associates; and
3. Eckberg, Lammers, Briggs, Wolff and Vierling PLLP

Council will consider the appointment of the City Attorney from those firms interviewed on May 12, 2011.

**Lawrence made a motion to appoint Eckberg, Lammers, Briggs, Wolff and Vierling, PLLP as the City Attorney. DeRoche seconded.** Boyer said he is curious about the fiscal

impact statement on this. He said no offense but he thinks Vierling's cost per hour are much more and he is curious to where the funds are coming from. Davis said the data shows that Mr. Vierling's costs are in pace with what our former attorneys were, we are fairly close. Boyer asked what is fairly close. Pierce said to date for both civil and prosecution we have spent \$55,000. She said we can anticipate about \$165,000 and we have \$140,000 budgeted. Boyer asked where is the additional \$25,000 coming from. Davis said it will have to come from the general fund. Voss said it was not a flat fee that was proposed. Vierling said an hourly was proposed, but we did put forth a flat fee with any litigation being an additional fee. Boyer asked if staff has a preference. Davis said no, it appears there is not much of a difference for both. Vierling said if you prefer we can run it at both and give you the option of at the end of the three months. **All in favor, motion carries.**

#### Selection of Prosecuting Attorneys

Davis said the Council solicited RFP's for the position of City Attorney and selected four firms to be interviewed. The interviews were conducted on May 12, 2011. The four firms interviewed were:

1. Smith & Glaser, LLC;
2. Knaak & Associates;
3. Eckberg, Lammers, Briggs Wolff and Vierling PLLP
4. Carson, Clelland and Schreder

Council will consider the appointment of a Prosecuting Attorney from those firms interviewed on May 12, 2011.

**Voss made a motion to reappoint the existing prosecution attorney, Carson, Clelland and Schreder. Boyer seconded.** Moegerle said her concern is serialized prosecution, if you use one attorney for both there are savings in that. She said there might be an economy of scale in using one attorney for both services; they would handle it all, first to last. Moegerle said she has no objections to any of these, she thinks they are all qualified. She said if you have a quasi criminal case, then we don't know which one should handle it, and they are both billing the City. Voss asked has this happened in the past two years. Davis said not that he knows of. Lawrence said he did some checking on this and cities do it both ways. He said it would prefer it to be the same for both, he thinks we will get a little more for our money. **Boyer and Voss, aye; DeRoche, Lawrence and Moegerle, nay; motion fails.**

**Lawrence made a motion to appoint Eckberg, Lammers, Briggs, Wolff and Vierling, PLLP as the prosecuting attorneys. Moegerle seconded. Boyer, nay; DeRoche, Lawrence, Moegerle and Voss, aye; motion carries.** Vierling said he will work out a transition with Carson, Clelland and Schreder that works best for the City.

#### ERU Reduction Policy

Davis explained that in order to properly charge the users of the water and sewer services for the Project 1 Municipal Utilities Project, assessments are based on Equivalent Residential Units (ERU's). The basis for determining an ERU is an equivalent to one single family residential unit's use of water. The amount of water used for this calculation is 274 gallons/day. ERU units are assigned for different types of property use based on the MCES Service Availability Charge Procedure Manual. The proposed charge for an ERU is \$17,000 with \$8,000 of this cost being an assessment fee, \$5,600 a charge for City SAC/WAC costs and \$3,400 for the MCES connection fee.

In order to fairly evaluate the overall connection cost for municipal services for existing businesses it is proposed that some latitude be granted in determining the number of ERU's per connection. The City's Special Assessment Policy permits ERU calculations to be

modified at the City's discretion. However, to avoid arbitrary decisions on a case by case basis it is recommended that the City adopt a policy that would consistently apply a standard methodology for a reduction of ERU apportionment.

This policy would only apply to locations of existing business use in the Project 1 area, the Village Green Mobile Home Park and the existing businesses along the frontage road east of Hwy. 65.

There are 12 existing businesses with current ERU assessments of 88 ERU's within in the assessed project area. Three of these uses have only a single ERU designation so they would not be eligible for reduction, leaving 85 ERU's for consideration. One of the parcels is the proposed East Bethel Water Treatment Plant with an assigned ERU of 40. If this parcel were eliminated from the proposal for reconsideration that would set the total number of ERU's at 45 that would be eligible for review under this policy. If all the eligible parcels ERU's were reduced the maximum loss would be 23 ERU's. While every ERU is critical for the financial feasibility of this project, this may be a useful tool in enticing other existing businesses to connect to the system, reduce the burden of connection costs and provide a policy for consistent application of requests for ERU reductions.

The loss of one ERU is \$13,600 to the project. A reduction of 23 ERU's would result in a revenue loss of \$312,800. The project cash flow analysis would have to be re-evaluated reflecting these figures to determine if this loss could be absorbed within the bond payout schedule.

Staff is seeking direction from the Council in regards to this policy.

**Boyer made a motion to table the ERU Policy.** He said while he appreciates staffs work on this, we are a year and a half out on this and to make a decision on this seems irrational to him. Moegerle said she thinks he is seeking direction. **Boyer withdrew his motion.** DeRoche said we are down to 12 existing businesses, when this was put together there were a whole lot more, right. Davis said there are actually 88 ERUs possible right now. He said with this policy we are talking about the reduction of 23 ERUs, but if we want to adopt a policy, this is a model to look at. Boyer asked what happens with businesses that come in after this. Davis said this would only apply to existing businesses. Voss asked he is wondering if there is anything we can do, other processes that can occur, other than a straight analysis.

Davis said what this stems from is there is an existing business that says a promise was made to reduce the ERUs and we are working on an easement agreement. He said the theatre doesn't want to give us this agreement until they are assured that the ERUs are reduced. DeRoche said he clearly remembers that they were all for this, go, go, go. Davis said this might not be the policy you want to go for, but you need to get something in place. Voss said you are right, he doesn't remember the theatre asking for this but there were other businesses that were in less of a financial place to do this that Council said we would look at this. Boyer said the discussion he remembers was extending the ERUs over time. DeRoche said Village Bank was a little up in arms about the cost, but the theatre was all for it.

Voss asked the question is are we looking at softening the financial impact on businesses, are you interested or not. Davis said if you want us to look at some other things, we can do that. Boyer said there are other communities that went through this, Jordan, Lake Elmo, we could ask them how they dealt this. He said we have a system in place with road

assessments, and he doesn't find that much different. Boyer said he would also like staff to look into that. Davis said he only brings this up because he knows we will have requests for this and we need to have a policy in place. Moegerle said that is why we have a policy in place, to treat everyone the same. She said it is very interesting that we are using the sewer and water to entice businesses, this plan wasn't to entice. Lawrence said a lot of businesses in that area are strained, that is why we need to have a plan.

Jochum said just so it is clear there will be businesses like theatre that can prove that they are using less ERUs. He said the theatre says they can prove they are using 13 ERUs and they are assessed at 27. Boyer said but we are not measuring storm water usage. Jochum said that won't have an effect on ERUs. He said that is what their argument is; they have to prove how many ERUs they are using. Moegerle said but Met Council doesn't let them swerve from the manual. She said she would like to know why they do this. Jochum said for consistency and they don't have cash flow issues. He said plus they don't have control to go back later on. Jochum said something like the theatre is typically based on seats.

#### Security System

Davis explained that the East Bethel City Hall currently has no security system. A security system is one of the essential methods to protect City records and pose a deterrent to potential acts of vandalism within the building.

The system that is proposed is a split system. City Hall offices and the Council Chambers would be protected with a key pad controlled alarm system and the common hallways and Booster West Conference Room and garage would be covered by cameras. The split system is required due to the fact that groups utilize the Booster West Conference Room at times when staff would not available to secure an alarm system. The split system would permit continued group use of the conference and rest rooms without having to provide access codes to alarm keypads or having staff return to the building to arm the system.

The cost for this system is \$4,740 for equipment, installation and a one year monitoring cost.

Staff recommends approval of the installation of this system.

**DeRoche made a motion to approve the security system update at a cost not to exceed \$4740 for equipment, installation and one year monitoring.** Moegerle asked how many proposals we received. Davis said three. Moegerle asked how much does this cost per year. Davis said \$240. Voss said is this a keypad or fob system. Davis said keypad. Boyer asked have we had any issues. Davis said no. He said this is to protect City Hall from someone breaking in to the building and from vandalism. Voss asked how much is difference between a keypad or card reader system. He said he can see a keypad system for the community center, but it is outdated for City Hall. Davis said he looked at this because of cost and the split system; we have use of the community rooms after hours. Boyer said he thought right now if someone broke the glass alarms went off. Davis said no. **Boyer seconded for purposes of discussion.**

Lawrence asked do we want to look farther into getting a card reader. Voss said part of the problem in the past was employees coming in. Moegerle said we can change the code every 30 days. Voss said a keypad is a very antiquated system. DeRoche said for right now something is better than nothing. Davis said he doesn't have it in front of him but he thinks it is about \$5,000 to \$6,000 more for the card reader. Voss asked how much was the web cam. Davis said like \$2,600. Voss asked with the camera unless it is someone you know it is not very effective. He said he hopes there are motion alarms included in this. Davis said

the quote on the card system was \$8,000 for low and high was \$15,000. Voss said to him if we are going to make an investment of \$5,000 for a security system he would rather go with the \$8,000 for a card reader system. Moegerle said the person that has the card is going to be pretty sophisticated anyways, not the person that is going to misuse it. Davis said only city staff would have access to the keypad, it would be a split system. Voss said so you are just securing the offices, so who monitors the cameras. Davis said it is just recorded. Voss said it is not monitored, just recorded. Moegerle said but the offices are monitored by the alarm system. Davis said yes. **Boyer withdrew his seconded. Moegerle seconded.**

**DeRoche amended his motion to go with the card reader system for offices with no cameras not to exceed \$5,453. Moegerle withdrew her second.** Voss said is this just still for the offices, they it is a waste of money. He said he thinks if you are going to make the investment, make the right investment. DeRoche said the information and stuff in the office is what we are trying to protect. Boyer asked what is the sensitive data, it is all public record stuff, there are no deeds here they are at Anoka County, we have some personnel data and when was the last burglary to steal personnel records. He said he doesn't know why we need this. Voss said he didn't push for a security system; he is trying to determine what has more value. **Motion fails for lack of second.**

**Boyer made a motion to table this for more information until the next meeting. Moegerle seconded; all in favor, motion carries.**

Council  
Reports –  
Moegerle

Moegerle said she was looking at the League of Minnesota Cities brochure for their Annual Conference and there are things on there that would be helpful with regard of EDA. She said maybe we could find some funding to go there. Lawrence asked do we have a budget for EDA. Davis said we did approve some EDA funding. Moegerle said the funds haven't transferred yet. Boyer said we are still in the appeal period.

Adjourn

**Boyer made a motion to adjourn at 10:04 PM. Voss seconded; all in favor, motion carries.**

Attest:

Wendy Warren  
Deputy City Clerk

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

**RESOLUTION 2011-18**

**RESOLUTION PROCLAIMING AUGUST 2, 2011 AS NIGHT TO UNITE**

**WHEREAS**, the Minnesota Crime Prevention Association, along with AAA of Minnesota/Iowa, and local law enforcement agencies are sponsoring a statewide program called Night to Unite on August 2, 2011; and

**WHEREAS**, Night to Unite is designed to get to know one another in your neighborhood, build neighborhood involvement by bringing police and communities together; and to bring an awareness to crime prevention and local law enforcement efforts; and

**WHEREAS**, Night to Unite supports the idea that crime prevention is an inexpensive, effective tool in strengthening police and community partnerships; and

**WHEREAS**, Night to Unite provides opportunities to celebrate the ongoing work of law enforcement and neighborhoods in East Bethel, MN by working together to fight crime and victimization and increase public safety for all citizens; and

**WHEREAS**, the citizens of East Bethel, MN play an important role in assisting the Anoka County Sheriff's Office through joint crime, drug and violence prevention efforts;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA** that we hereby call upon all citizens of East Bethel to join the Anoka County Sheriffs Office and the Minnesota Crime Prevention Association in supporting the "Night to Unite" on August 2, 2011.

**BE IT FURTHER RESOLVED THAT**, the City of East Bethel hereby proclaims Tuesday August 2, 2011 as "Night to Unite" in East Bethel.

Adopted by the East Bethel City Council on this 15<sup>th</sup> day of June, 2011.

CITY OF EAST BETHEL

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Richard Lawrence, Mayor

ATTEST:

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Jack Davis, City Administrator

2011-2012 Liquor License Renewal List  
Approval at June 15, 2011 City Council Meeting

NAME OF LICENSEE	ON-SALE INTOXIC	OFF-SALE INTOXIC	ON-SALE NON-INTOXIC	OFF-SALE NON-INTOXIC	SUNDAY SALES	WORKERS COMP	BACKGROUND FORMS RECEIVED	INSURANCE CERTIFICATE	ALL DONE	CHECK & APPS RECVD	Liquor License Code Requirements Met
FAT BOYS BAR & GRILL	3500.00	N/A	N/A	N/A	200.00	Yes	Yes	Yes	No	05/27/11	No
COOPER'S CORNER	N/A	N/A	N/A	\$150.00	N/A	Yes	Yes	Yes	Yes	05/16/2011	Yes
HUNTERS INN	3500.00	380.00	N/A	N/A	200.00	Yes	Yes	Yes	Yes	06/08/2011	Yes
VIKING MEADOWS	N/A	N/A	250.00	N/A	200.00	Yes	Yes	Yes	Yes	5/27/2011	Yes
E.J.'s BOTTLE SHOP	3500.00	280.00	N/A	N/A	200.00	Yes	Yes	Yes	Yes	05/25/2011	Yes
BLACK BEAR LIQUOR (Coon Lake Tap & Grill)	N/A	380.00	N/A	N/A	N/A	Yes	Yes	Yes	Yes	05/24/2011	Yes
PURPLE REIGN	3500.00	380.00	N/A	N/A	200.00	Yes	Yes	Yes	Yes	05/27/2011	Yes
HIDDEN HAVEN COUNTRY CLUB	3500.00	N/A	N/A	150.00	200.00	Yes	Yes	Yes	Yes	05/26/2011	Yes
WAYNE'S LIQUOR	N/A	380.00	N/A	N/A	N/A	Yes	Yes	Yes	Yes	05/25/2011	Yes
COOPER'S CORNER LIQ STORE	N/A	\$380.00	N/A	N/A	N/A	Yes	Yes	Yes	Yes	05/20/2011	Yes
BLUE RIBBON PINES	N/A	N/A	250.00	N/A	N/A	Yes	Yes	Yes	Yes	05/27/2010	Yes
ROUTE 65 PUB & GRUB	3500.00	N/A	N/A	N/A	200.00	Yes	Yes	Yes	Yes	05/20/2011	Yes



# EHLERS

LEADERS IN PUBLIC FINANCE

3060 Centre Pointe Drive  
Roseville, MN 55113  
(651) 697-8500

## Financial Advisory Services Invoice

Jack Davies  
City of East Bethel  
224122 1st Av NE  
East Bethel, MN 55011

Invoice #: 342567  
Invoice Date: March 10, 2011

Project: **East Bethel Defeasance Analysis 2011**

For financial analysis of cash defeasance of Series 2010A, B and C bonds.

<u>Date Worked</u>	<u>By</u>	<u>Description of Services</u>	<u>Hours</u>	<u>Amount</u>
02-10-2011	JN	Prepared: basis of analysis. Discussions with Landform. Research prior OS, call provisions. Phone call with Dorsey & Whitney. Phone call with Bondholder Communication - tender.	3.00	570.00
02-11-2011	JN	Prepared: analysis. Research tender. Research extraordinary redemption. Quantitative analysis. Draft and review memo.	6.25	1,187.50
			<u>9.25</u>	<u>\$1,757.50</u>

**Amount Due This Invoice** **\$1,757.50**

*101-41110-307  
funded by Rita J. Perci*

(Detach at perforation and return lower portion to Ehlers)

City of East Bethel

Invoice #: 342567  
Invoice Date: March 10, 2011

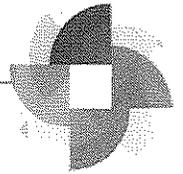
**Amount Due This Invoice** **\$1,757.50**

Please remit payment to: **Ehlers**

Attn: Accounts Receivable  
3060 Centre Pointe Drive  
Roseville, MN 55113

**Due Upon Receipt**

*\* work completed by Ehlers & authorized by David Schauf*



## Letter of Engagement for Defeasance Analysis

February 10, 2011

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Ehlers ("Ehlers") and Landform ("Client") do hereby mutually agree to the following with regard to the provision of financial analysis. Landform is working with the City of East Bethel ("City") to provide third party review of previously issued bonds. The City has authorized Ehlers to proceed with this analysis. In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, it is agreed by and between Ehlers and Client as follows:

Ehlers will provide financial analysis as outlined in the below scope of services. In arriving at assumptions, Ehlers will rely on information and legal interpretation from legal counsel (Bond Counsel), which will be required for an accurate analysis.

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### EHLERS RESPONSIBILITIES - SCOPE OF SERVICES

Ehlers agrees to provide the following services to Client:

1. Provide financial analysis to estimate the financial cost to City of defeasing the entire Series 2010A and Series 2010B bonds.
2. Provide financial analysis to estimate the financial cost to City of defeasing only the Series 2010B bonds.
3. Identify possible alternate solutions for the City to consider.
4. The scope of services does not include any City Staff or City Council presentations or meetings, other than what is necessary to collect information to achieve the above defined scope of services.

Ehlers must rely on information from Bond Counsel regarding legal issues, and is not responsible for the accuracy of those legal interpretations.

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### FEE ARRANGEMENT

Ehlers will complete the scope of services up to \$1,800.  
Ehlers will invoice Client for the amount due.



Minnesota  
Offices also in Wisconsin and Illinois

phone 651-697-8500  
fax 651-697-8555  
toll free 800-552-1171

[www.ehlers-inc.com](http://www.ehlers-inc.com)

3060 Centre Pointe Drive  
Roseville, MN 55113-1122

## **Recording Secretary Agreement**

This Agreement is between the City of East Bethel, hereinafter the “City”, a municipal corporation under the laws of the State of Minnesota and Jill Teetzel, Recording Secretary, hereinafter the “Recording Secretary.”

### **Section 1. Scope of Services and Responsibilities.**

Basic services, for the purpose of this Agreement, shall include those services generally understood within the field of a recording secretary. The following is a summary and it is not intended to represent the entire scope of work involved, but rather characterize a list of tasks required and not necessarily limited to the following:

1. Recording Secretary shall attend all Parks Commission, Planning Commission, Roads Commission, and Economic Development Commission meetings and record, transcribe and submit the minutes of those meetings to the appropriate departments as designated by the City Administrator.
2. As needed from time to time, the recording secretary shall attend City Council meetings, and sub-committees of the Council, and record, transcribe and submit minutes of those meetings to the appropriate departments as designated by the City Administrator.
3. For Verbatim Minute Taking: The Recording Secretary shall have the ability to produce edited verbatim transcripts in Microsoft Word Format of any City meeting, delivered electronically to the appropriate city department with a turnaround time of 12 o'clock noon, or sooner, of the 6<sup>th</sup> calendar day following the meeting.
4. Minutes shall be prepared within the style and format of the standards of City Council and City commissions.
5. The Recording Secretary shall provide their own laptop or necessary recording equipment at each meeting to take the minutes, and maintain internet and email service in order to facilitate the timetable and needs of the City Commissions. The City shall provide recordings of the meeting (if available) for the recording secretary if requested.
6. If the recording secretary is unable to attend a scheduled meeting due to a vacation, illness, or other emergency, it the responsibility of the recording secretary to notify the Deputy City Clerk in a reasonable time. If absent for a planned event (i.e.: vacation), a two-week notice is required. For an emergency, notify the Deputy City Clerk, as soon as possible.

**Section 2. Time of Performance.** Recording Secretary shall commence August 1, 2011 and end July 31, 2012, unless terminated sooner by either party.

### **Section 3. Compensation.**

1. The City of East Bethel shall pay Recording Secretary the sum of \$20 per clock hour worked for the term of this Agreement.
2. Except as otherwise provided for in this Agreement, the City of East Bethel shall not provide any additional compensation, payment, service or other thing of value to the Recording Secretary in connection with performance of Agreement duties.

### **Section 4. Method and Time of Payment.**

1. Normal billing cycle is 30 calendar days from receipt of an invoice.
2. No payment will be disbursed until a copy of the minutes in draft form has been submitted to the Deputy City Clerk.
3. All invoices must be submitted to the City Administrator, or his designee, for approval. All invoices shall be submitted to:

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

**Section 5. Termination.** This Agreement may be terminated by either party upon 30 days written notice to the other party for any reason.

**Section 6. Modifications.** The parties may mutually agree to modify the terms of this Agreement. Modifications to this Agreement shall be incorporated into this Agreement by written amendments.

**Section 7. Conflict of Interest.** Recording Secretary covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Recording Secretary further covenants that in the performance of this Agreement no person having any such interest shall be employed.

**Section 8. Findings Confidential.** To the extent permitted, or required by law, any reports, information, data, etc. given to or prepared or assembled by Recording Secretary under this Agreement which the City of East Bethel requests or is required by law to be kept confidential shall not be made available to any individual or organization by Recording Secretary without the prior written approval of the City Administrator in his capacity as the City's Information Officer.

### **Section 9. Independent Contractor.**

Nothing contained in this Agreement is intended or should be construed as creating the relationship of

copartners of joint venturers within the City. No employment, tenure or any rights or benefits, including Workers' Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to City employees, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

**Section 10. Subcontracting and Assignment.**

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

**Section 11. Processing of Payments.**

Prior to the processing of any and all payments to the Contractor pursuant to this Contract, compliance with East Bethel Finance Department regulations on the completion and filing of W-9 forms and other IRS and Minnesota Department of Revenue taxing forms is required.

**Section 12. Records-Availability and Retention.**

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

**For the City of East Bethel:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**For Recording Secretary:**

\_\_\_\_\_  
Jill Teetzel, Recording Secretary

\_\_\_\_\_  
Date

<b>Parks CIP</b>				
<b>2012-2016</b>				
<b>Funding Analysis</b>				
<b>PARK ACQUISITION AND DEVELOPMENT FUND</b>	<b>Beginning</b>	<b>Sources</b>	<b>Uses</b>	<b>Ending</b>
	<b>Balance</b>	<b>(Revenues)</b>	<b>(Project Costs)</b>	<b>Balance</b>
<b>2012 Beginning Balance</b>	\$0			\$0
Park Dedication Fees-0 @ \$2,500		\$0		\$0
<b>2012 Ending Balance</b>				\$0
<b>2013 Beginning Balance</b>	\$0			\$0
Park Dedication Fees-50 @ \$2,500		\$125,000		\$125,000
Booster West Parking Lot			\$30,000	\$95,000
Pavilion Norseland Manor Park			\$65,000	\$30,000
Install irrigation at Anderson Lakes			\$30,000	\$0
<b>2013 Ending Balance</b>				\$0
<b>2014 Beginning Balance</b>	\$0			\$0
Park Dedication Fees-50 @ \$2,500		\$125,000		\$125,000
Irrigation system and field improvements Anderson Lake Park			\$45,000	\$80,000
Install fence baseball field Anderson Lake Park			\$12,000	\$68,000
Install fence baseball field Norseland Park			\$15,000	\$53,000
Parking Lot and entrance road at Bonde Park			\$35,000	\$18,000
Carlisle Park Improvements and Parking Lot			\$18,000	\$0
<b>2014 Ending Balance</b>				\$0
<b>2015 Beginning Balance</b>	\$0			\$0
Park Dedication Fees-80 @ \$2,500		\$200,000		\$200,000
Irrigation system at Whispering Aspen			\$25,000	\$175,000
Convert Booster West Soccer Field into Regulation Baseball Field			\$40,000	\$135,000
Irrigation system at Norseland Park			\$35,000	\$100,000
Irrigation system at Carlisle Park			\$25,000	\$75,000
Anderson Lakes and Northern Boundaries Playground Equipment			\$75,000	\$0
<b>2015 Ending Balance</b>				\$0
<b>2016 Beginning Balance</b>	\$0			\$0
Park Dedication fees - 80 @ \$2,500		\$200,000		\$200,000
Walking Trail at Norseland Park			\$80,000	\$120,000
Walking Trail at Eveleth Park			\$30,000	\$90,000
Pavilion at Eveleth Park			\$40,000	\$50,000
Parking Lot at Eveleth Park			\$10,000	\$40,000
Cedar Creek Park Additions			\$40,000	\$0
<b>2016 Ending Balance</b>				\$0
<b>TOTAL PARK ACQUISITION AND DEVELOPMENT FUND</b>				

<b>SOURCES AND USES</b>		\$650,000	\$650,000	
<b>Parks CIP</b>				
<b>2011-2015</b>				
<b>Funding Analysis</b>				
<b>PARK CAPITAL FUND</b>	<b>Beginning</b>	<b>Sources</b>	<b>Uses</b>	<b>Ending</b>
	<b>Balance</b>	<b>(Revenues)</b>	<b>(Project Costs)</b>	<b>Balance</b>
<b>2012 Beginning Balance</b>	\$0			\$0
Transfer From General Fund		\$100,000		\$100,000
Parking Lot ,Fencing and Toilet Encl. Norseland Manor Park			\$60,000	\$40,000
Booster West field renovations			\$40,000	\$0
<b>2012 Ending Balance</b>				\$0
<b>2013 Beginning Balance</b>	\$0			\$0
Transfer From General Fund		\$100,000		\$100,000
Replace Playground Equipment Rod and Norma Smith Park			\$40,000	\$60,000
Install baseball field fence Bonde Park			\$28,000	\$32,000
Playground Equipment Whispering Oaks			\$30,000	\$2,000
<b>2013 Ending Balance</b>				\$2,000
<b>2014 Beginning Balance</b>	\$2,000			\$2,000
Transfer From General Fund		\$100,000		\$102,000
Parking Lot at Anderson Lakes Park			\$12,000	\$90,000
Convert Booster West Soccer Field into Regulation Baseball Field			\$62,000	\$28,000
Seal Tennis and Basketball Courts (8)			\$28,000	\$0
<b>2014 Ending Balance</b>				\$0
<b>2015 Beginning Balance</b>	\$0			\$0
Transfer From General Fund		\$100,000		\$100,000
Park Fencing and Landscape Projects *			\$100,000	\$0
<b>2015 Ending Balance</b>				\$0
* Includes turf renovation, tree planting, split rail fencing, and site amenities for Booster West & East, John Anderson, Whispering Oaks, Norseland, Maynard Peterson				
<b>2016 Beginning Balance</b>	\$0			\$0
Transfer From General Fund		\$100,000		\$100,000
Roof at Community Center Building			\$28,000	\$72,000
Whispering Aspen playground equipment			\$42,000	\$30,000
Fencing and landscape projects			\$30,000	\$0
<b>2016 Ending Balance</b>				\$0
<b>TOTAL PARK CAPITAL FUND SOURCES AND USES</b>		\$500,000	\$500,000	

<b>Parks CIP</b>				
<b>2012-2016</b>				
<b>Funding Analysis</b>				
<b>TRAILS CAPITAL FUND</b>	<b>Beginning</b>	<b>Sources</b>	<b>Uses</b>	<b>Ending</b>
	<b>Balance</b>	<b>(Revenues)</b>	<b>(Project Costs)</b>	<b>Balance</b>
<b>2012 Beginning Balance</b>	\$18,484			\$18,484
Transfer From General Fund		\$62,139		\$80,623
Trail Dedication fees 0 @ \$500		\$0		\$80,623
Booster East/Cedar Creek Trail - Phase II			\$80,623	\$0
<b>2012 Ending Balance</b>				\$0
<b>2013 Beginning Balance</b>	\$0			\$0
Transfer From General Fund		\$62,139		\$62,139
Trail Dedication fees 50 @ \$500		\$25,000		\$87,139
Booster East/Cedar Creek Trail - Phase III			\$87,139	\$0
<b>2013 Ending Balance</b>				\$0
<b>2014 Beginning Balance</b>	\$0			\$0
Transfer From General Fund		\$62,139		\$62,139
Trail Dedication fees 50 @ \$500		\$25,000		\$87,139
Booster East/Cedar Creek Trail Phase IV			\$87,139	\$0
<b>2014 Ending Balance</b>				\$0
<b>2015 Beginning Balance</b>	\$0			\$0
Transfer From General Fund		\$62,139		\$62,139
Trail Dedication fees 80 @ \$500		\$40,000		\$102,139
Phase V, Cedar Creek Trail			\$102,139	\$0
<b>2015 Ending Balance</b>				\$0
<b>2016 Beginning Balance</b>	\$0			\$0
Transfer From General Fund		\$62,139		\$62,139
Trail Dedication fees 80 @ \$500		\$40,000		\$102,139
John Anderson Park			\$15,000	\$87,139
Booster East/Cedar Creek Trail Phase VI			\$72,139	\$15,000
Eagle Ridge			\$15,000	\$0
<b>2016 Ending Balance</b>				\$0
<b>TOTAL TRAILS FUND SOURCES AND USES</b>		\$378,556	\$459,179	
Booster East/Cedar Creek Trail Phases				
Phase II -- 224th Ave. to Bataan St.				
Phase III -- Bataan St. to 225th Ave.				
Phase IV -- 225th Ave. to 226th Ave.				
Phase V -- 226th Ave. to 229th Ave.				
Phase VI -- 229th Ave. Road Crossing				



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

June 15, 2011

\*\*\*\*\*

**Agenda Item Number:**

Item 8.0 B.1

\*\*\*\*\*

**Agenda Item:**

2012-2016 Parks and Trails Capital Improvement Program (CIP)

\*\*\*\*\*

**Requested Action:**

Consider approving the 2012-2016 Parks and Trails CIP and direction to proceed with 2012 improvement projects as presented.

\*\*\*\*\*

**Background Information:**

The City of East Bethel Parks Commission adopted a Parks and Trails Capital Improvements Plan for 2012-2016 at their June 8, 2011 meeting. This plan identified a number of capital projects that should be completed at a number of City parks. From this draft of projects, funding recommendations and revenue projections were developed to produce a prioritized schedule for improvements for the planning period.

The Parks and Trails Capital Improvement Plan factors in the major downturn in the housing and credit markets that has occurred over the past 2 years. A significant portion of the funding required to complete a number of these projects are generated by the park and trail dedication fees charged as a part of the development process. No additional funds from these fees are anticipated through the remainder of 2011 or projected for 2012.

The schedule of projected revenue identified as part of the write-up has been revised to reflect the reduction of funds available as a result of the economic downturn. The attached schedule of capital projects has been revised to correspond with the projected revenues through 2016.

Revenues

The following details the anticipated revenues that could become available in the Park Acquisition and Development Fund, Trails Fund and Park Capital Fund over the next 5 years. Projected revenues are based on the assumption that the City of East Bethel will continue to provide a minimum of \$100,000 per year to the Parks Capital Fund and that the City will continue to collect at least \$2,500 in park dedication fees and \$500 for trail dedication fees for new home construction. Additional income for the Trails Fund assumes an appropriation of \$62,139 per year each year over the five year period as a transfer from the General Fund to support the trail construction program. The number in parenthesis under Park Dedication Fees is the projected number of building permits used to derive the dedication fees. The transfer for 2012 includes a projected \$18,484 carry over from 2011.

<u>Year</u>	<u>General Fund Park Dedication</u>		<u>Trail Dedication</u>		<u>Total</u>
	<u>Transfer</u>	<u>Fees</u>	<u>Fees</u>		
2012	\$180,623	\$ 0	\$ 0		\$ 180,623
2013	\$162,139	\$125,000 (50)	\$25,000 (50)		\$ 312,139
2014	\$162,139	\$125,000 (50)	\$25,000 (50)		\$ 312,139
2015	\$162,139	\$200,000 (80)	\$40,000 (80)		\$ 402,139
2016	\$162,139	\$200,000 (80)	\$40,000 (80)		\$ 402,139
Total	\$810,695	\$650,000 (260)	\$130,000 (260)		\$1,609,179

The previous CIP estimate for parks capital revenue during the 5 year plan period was \$1,650,695. The current CIP projects a decrease that is based on the projected economic conditions for the next five years. It is assumed that the City's contribution of \$100,000 per year will remain at the same level for the next five years and that an additional \$62,139 will be transferred for trail construction.

The following projects are not identified by specific funding source. They are simply identified by project year, project type and project location. These projects will be funded from the Park Acquisition and Development Fund and the Park Capital Fund.

### **Parks**

#### Recommended 2012 Project Priorities and Anticipated Costs

a.) Booster West, fence replacement and infield renovations	\$ 40,000
b.) Norseland Park parking lot, fencing, playground edgings, mulch	\$ 60,000
Total	\$100,000

#### Recommended 2013 Project Priorities and Anticipated Costs

a.) Booster West Parking lot	\$ 30,000
b.) Rod and Norma Smith Park, replace playground equipment	\$ 40,000
c.) Bonde Park, install fencing on fields	\$ 28,000
d.) Whispering Oaks Park, install playground equipment	\$ 30,000
e.) Norseland Park, install pavilion	\$ 65,000
f.) Anderson Lakes irrigation system	\$ 30,000
Total	\$223,000

#### Recommended 2014 Project Priorities and Anticipated Costs

a.) Irrigation system and field improvements at Anderson Lakes	\$ 45,000
b.) Install fence at Anderson Lakes Park	\$ 12,000
c.) Install baseball fence at Norseland Park	\$ 15,000
d.) Anderson Lake Park, install parking lot	\$ 12,000
e.) Seal Tennis Courts and Basketball courts (8)	\$ 28,000
f.) Parking lot and entrance road at Bonde Park	\$ 35,000
g.) Carlisle Park improvements and parking lot	\$ 18,000
g.) Booster West Park, convert soccer fields to a regulation baseball fields	\$ 62,000
Total	\$227,000

#### Recommended 2015 Project Priorities and Anticipated Costs

a.) Park fencing and landscape projects to include turf renovation, tree planting, split rail fencing and site amenities for 12 parks	\$100,000
---	-----------

b.) Irrigation system at Whispering Aspens	\$ 25,000
c.) Booster West baseball field completion	\$ 40,000
d.) Irrigation systems at Norseland and Carlisle Parks	\$ 60,000
e.) Anderson Lakes and Northern Boundaries playground equipment	<u>\$ 75,000</u>
Total	\$300,000

Recommended 2016 Project Priorities and Anticipated Costs

Replace Rood at Community Center Building	\$ 28,000
Whispering Aspens playground equipment	\$ 42,000
Fencing and landscaping improvements	\$ 30,000
Walking trail at Norseland Park	\$ 80,000
Walking trail at Eveleth Park	\$ 30,000
Pavilion at Eveleth Park	\$ 40,000
Parking lot at Eveleth Park	\$ 10,000
Cedar Creek Park improvements	<u>\$ 40,000</u>
Total	\$300,000

**Trails**

The trails section of the Parks CIP provides for trail expansion projects. These projects are consistent with the Parks, Trails and Open Space Plan as approved by the Parks Committee on April 4, 2007. Trail projects for the planning period include the following:

Recommended 2012 Trail Projects Priorities and Projected Costs

Booster East/Cedar Trail, Phase II	\$ 80,623
------------------------------------	-----------

Recommended 2013 Trail Projects Priorities and Projected Costs

Booster East/Cedar Creek Trail, Phase III	\$ 87,139
---	-----------

Recommended 2014 Trail Projects Priorities and Projected Cost

Booster East/Cedar Creek Trail, Phase IV	\$ 87,139
--	-----------

Recommended 2015 Trail Projects Priorities and Projected Costs

Booster East/Cedar Creek Trail Phase V	\$102,139
--	-----------

Recommended 2016 Trail Projects Priorities and Projected Costs

John Anderson Park to 235 <sup>th</sup> Avenue	\$ 15,000
Booster East/Cedar Trail Phase VI	\$ 72,139
Eagle Ridge	<u>\$ 15,000</u>
	\$102,139

Total	\$459,179
-------	-----------

**Summary and Recommendation**

Commitment to this plan requires the dedication of resources only for 2012. Projects beyond 2012 are identified and prioritized by the Parks Commission to provide Council with recommendations for improvements in 2013 through 2016. Commitment to the 2012 projects is required as part of the 2012 budget process finalized in 2011. Projects beyond 2012 will be addressed in future budget years. This provides the necessary lead time to prepare final plans, specifications and presentations before Council for the following years improvements.

**Attachment(s):**

1. Park and Trail CIP Funding Analysis 2012-2016

2. 2011 Project Location Map

\*\*\*\*\*

**Fiscal Impact:**

Adoption of this plan for improvements would result in expenditures estimated at \$1,609,179 over the planning period, 2012-2016. The cost of these improvements would be funded with the projected revenues from General Fund transfers, Park Dedication Fees and Trail Dedication Fees estimated at \$1,609,179.

\*\*\*\*\*

**Recommendation(s):**

Staff is recommending the approval of the 2012-2016 Parks and Trails CIP and the projects as listed for 2012 implementation.

\*\*\*\*\*

**City Council Action**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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



MAP LEGEND:

- WATER
- PARKS
- PARCELS

# 2012 PROPOSED PARK PROJECTS

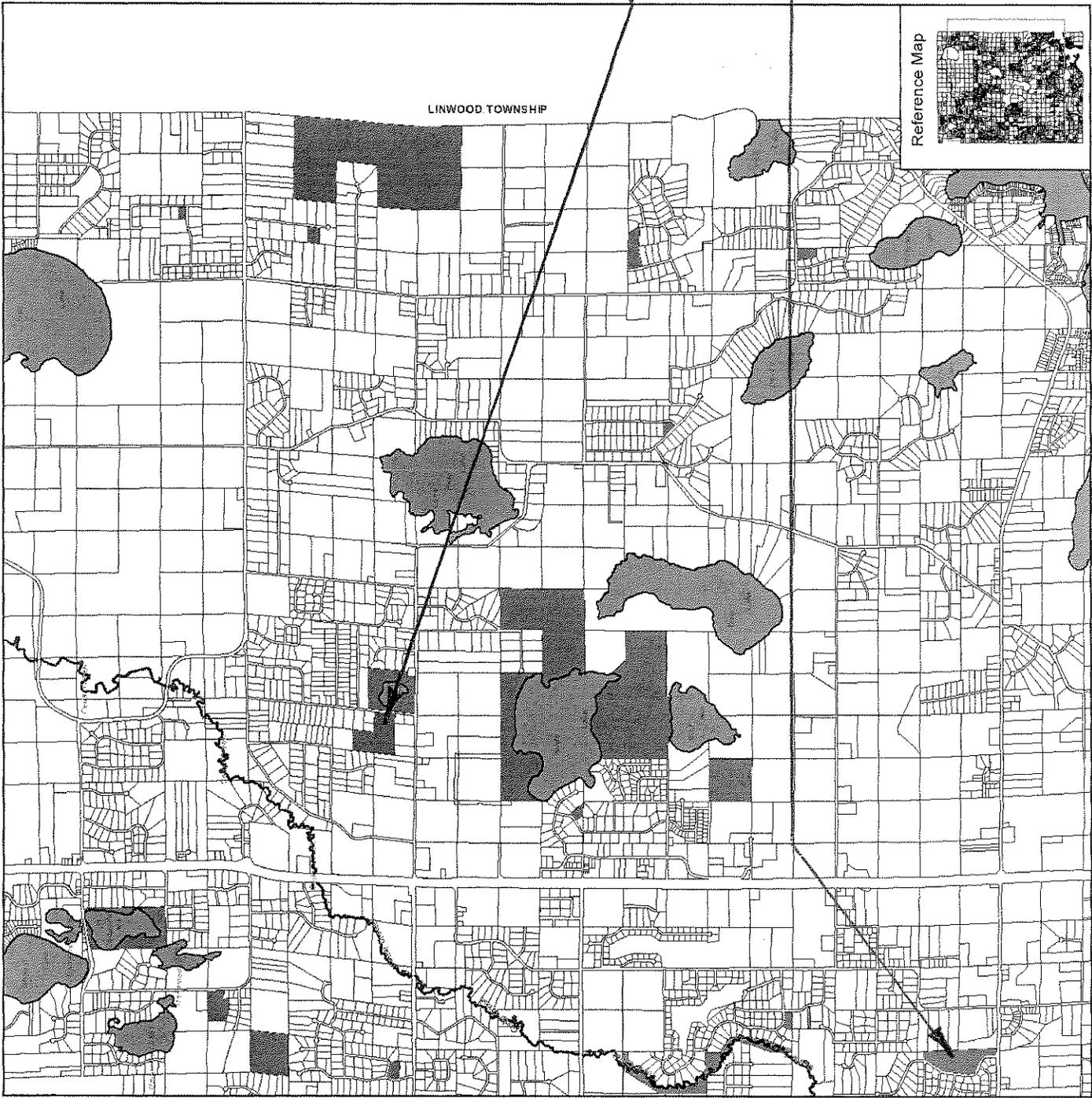
## BOOSTER WEST PARK

## NORSELAND PARK



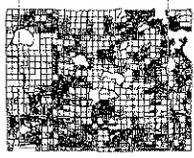
Map Scale: 1 inch = 4715 feet  
Map Date: 6/09/2011  
Data Date: August 12, 2010  
Sources: EAST BETHEL GIS AND ANOKA COUNTY

Disclaimer:  
Enter Map Disclaimer Here



LINWOOD TOWNSHIP

Reference Map





# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

June 15, 2011

\*\*\*\*\*

**Agenda Item Number:**

Item 9.0.A.1

\*\*\*\*\*

**Agenda Item:**

Building Inspections/Code Enforcement Report

\*\*\*\*\*

**Requested Action:**

Informational Only

\*\*\*\*\*

**Background Information:**

Attached is a copy of the monthly report of building inspections and code enforcement activities.

\*\*\*\*\*

**Attachments:**

Building Inspections/Code Enforcement Report

\*\*\*\*\*

**Fiscal Impact:**

None

\*\*\*\*\*

**Recommendation(s):**

Information Only

\*\*\*\*\*

**City Council Action**

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

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

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

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

No Action Required:  X

**Building Inspections and Code Enforcement Activities**  
**05/18/2011 – 06/09/2011**

1. Building permits
  - a. Valuation this period - \$52,736.00
  - b. Fee's collected - \$5,278.89
  
2. Nuisance complaints received - 32
  
3. Properties currently posted as Unfit for Occupancy - 9  
(Staff continues to track properties)
  
4. Ordinance changes drafted and forwarded to City Council for review - 2
  
5. Animal control activities:
  - a. Potentially Dangerous dog investigation - 2
  - b. Abandoned homes left with dogs - 1
  - c. Horse burial site investigation - 1



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

June 15, 2011

\*\*\*\*\*

**Agenda Item Number:**

Item 9.0 A.2

\*\*\*\*\*

**Agenda Item:**

Economic Development Authority (EDA) Commission Meeting Compensation

\*\*\*\*\*

**Requested Action:**

Consider Approval of Resolution 2011-19, Resolution Setting East Bethel Economic Development Authority Meeting Compensation

\*\*\*\*\*

**Background Information:**

Currently, the EDA members are not compensated for time attending meetings. According to MN. Statute 469.095, Subd. 4, Compensation and reimbursement, *“A commissioner, including the president, shall be paid for attending each regular or special meeting of the authority in an amount to be determined by the city council. In addition to receiving pay for meetings, the commissioners may be reimbursed for actual expenses incurred in doing official business of the authority. All money paid for compensation or reimbursement must be paid out of the authority’s budget.”*

EDA meetings occur four times each year. However, the EDA has recently become an active board; it is proposed that meetings may be scheduled monthly as the EDA begins marketing and branding strategies. Because of the amount of time commissioners will be volunteering to the city, staff recommends a reimbursement of twenty (20) dollars for each regular or special meeting attended and ten (10) dollars for each work session attended. This is the same reimbursement rate of Planning Commission members.

Attached is resolution 2011-19, Resolution Setting East Bethel Economic Development Authority Meeting Compensation.

**Attachments:**

1. MN Statute 469.095, Subd. 4. Compensation and reimbursement.
2. Resolution 2011-19, Resolution Setting East Bethel Economic Development Authority Meeting Compensation

\*\*\*\*\*

**Fiscal Impact:**

\$1600 annually as part of approved EDA budget

\*\*\*\*\*

**Recommendation:**

Staff requests City Council approve Resolution 2011-19, Resolution Setting East Bethel Economic Development Authority Meeting Compensation with reimbursement becoming effective on July 20, 2011.

\*\*\*\*\*

**City Council Action**

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

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

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

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

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

(c) Seven-member authority: the commissioners constituting a seven-member authority, two of whom must be members of the city council, shall be appointed by the mayor with the approval of the city council. Those initially appointed shall be appointed for terms of one, two, three, four, and five years respectively and two members for six years. Thereafter all commissioners shall be appointed for six-year terms.

(d) The enabling resolution may provide that the members of the city council shall serve as the commissioners.

(e) The enabling resolution may provide for the appointment of members of the city council in excess of the number required in paragraphs (a), (b), and (c).

(f) A vacancy is created in the membership of an authority when a city council member of the authority ends council membership. A vacancy for this or another reason must be filled for the balance of the unexpired term, in the manner in which the original appointment was made. The city council may set the term of the commissioners who are members of the city council to coincide with their term of office as members of the city council.

Subd. 3. **Increase in commission members.** An authority may be increased from three to five or seven members, or from five to seven members by a resolution adopted by the city council following the procedure provided for modifying the enabling resolution in section 469.093.

Subd. 4. **Compensation and reimbursement.** A commissioner, including the president, shall be paid for attending each regular or special meeting of the authority in an amount to be determined by the city council. In addition to receiving pay for meetings, the commissioners may be reimbursed for actual expenses incurred in doing official business of the authority. All money paid for compensation or reimbursement must be paid out of the authority's budget.

Subd. 5. **Removal for cause.** A commissioner may be removed by the city council for inefficiency, neglect of duty, or misconduct in office. A commissioner shall be removed only after a hearing. A copy of the charges must be given to the commissioner at least ten days before the hearing. The commissioner must be given an opportunity to be heard in person or by counsel at the hearing. When written charges have been submitted against a commissioner, the city council may temporarily suspend the commissioner. If the city council finds that those charges have not been substantiated, the commissioner shall be immediately reinstated. If a commissioner is removed, a record of the proceedings, together with the charges and findings, shall be filed in the office of the city clerk.

**History:** 1987 c 291 s 96

#### **469.096 OFFICERS; DUTIES; ORGANIZATIONAL MATTERS.**

Subdivision 1. **Bylaws, rules, seal.** An authority may adopt bylaws and rules of procedure and shall adopt an official seal.

Subd. 2. **Officers.** An authority shall elect a president, a vice-president, a treasurer, a secretary, and an assistant treasurer. The authority shall elect the president, treasurer, and secretary annually. A commissioner must not serve as president and vice-president at the same time. The other offices may be held by the same commissioner. The offices of secretary and assistant treasurer need not be held by a commissioner.

Subd. 3. **Duties and powers.** The officers have the usual duties and powers of their offices. They may be given other duties and powers by the authority.

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

**RESOLUTION NO. 2011-19**

**RESOLUTION SETTING EAST BETHEL ECONOMIC DEVELOPMENT  
AUTHORITY MEETING COMPENSATION**

**WHEREAS**, the City of East Bethel provides annual compensation to members of City non-elected City Commissions for attending monthly meetings; and

**WHEREAS**, Commission members are paid compensation annually for the number of meetings attended; and

**WHEREAS**, the compensation has been deemed appropriate as a means to recognize the significant amount of time required to serve as a member of an appointed body.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST BETHEL, MINNESOTA THAT:** The City Council set the compensation of non-elected City Economic Development Authority Commission members as follows:

The Economic Development Authority compensation shall be \$20 for a regular Economic Development Authority meeting and \$10 for a work meeting.

Adopted this 15<sup>th</sup> day of June, 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:**

June 15, 2011

\*\*\*\*\*

**Agenda Item Number:**

Item 9.0 A.3

\*\*\*\*\*

**Agenda Item:**

Appointment of Two (2) City Council Members to Serve on Economic Development Authority

\*\*\*\*\*

**Requested Action:**

Consider Appointment of Two (2) City Council Members to Serve on Economic Development Authority

\*\*\*\*\*

**Background Information:**

On May 18, 2011, City Council approved the restructuring of the EDA to include two (2) City Council members and five (5) citizens.

Currently there are three (3) citizens serving on the EDA. Staff has started to advertise for two (2) additional citizens to serve on the EDA. Application deadline is July 18, 2011. City Council will interview interested citizens and appoint two (2) citizens at the regularly scheduled City Council meeting on August 3, 2011.

It has not been determined as to which City Council members will serve on the EDA. City Council members EDA term will coincide with their term in office as members of the City Council.

\*\*\*\*\*

**Fiscal Impact:**

Undetermined

\*\*\*\*\*

**Recommendation:**

Staff requests City Council appoint two (2) members to serve on the Economic Development Authority Commission. City Council members' terms serving on the EDA will coincide with their term of office as members of the City Council.

\*\*\*\*\*

**City Council Action**

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

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

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

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

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

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



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

June 15, 2011

\*\*\*\*\*

**Agenda Item Number:**

Item 9.0 B.1

\*\*\*\*\*

**Agenda Item:**

Pay Estimate No. 1 for the Booster East/Cedar Creek Trail Project

\*\*\*\*\*

**Requested Action:**

Consider approval of Pay Estimate No. 1

\*\*\*\*\*

**Background Information:**

Attached is a copy of Pay Estimate No. 1 to Rum River Contracting for the Booster East/Cedar Creek Trail Project. The Pay Estimate includes payment for all work minus a five percent retainage. We recommend partial payment of \$28,485.83. A summary of the recommended payment is as follows:

Total Work Completed to Date	\$29,985.08
Less 5% Retainage	<u>\$ 1,499.25</u>
Total payment	\$28,485.83

**Attachments:**

1. Pay Estimate No. 1

\*\*\*\*\*

**Fiscal Impact:**

The project is proposed to be financed from the Park Capital Fund. Funds are available and appropriate for this project.

\*\*\*\*\*

**Recommendation(s):**

Staff recommends Council consider approval of Pay Estimate No. 1 in the amount of \$28,485.83 for the Booster East/Cedar Creek Trail Project.

\*\*\*\*\*

**City Council Action**

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

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

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

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

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

**PAY ESTIMATE #1  
CITY OF EAST BETHEL  
Booster East/Cedar Creek Trail Project**

June 3, 2011

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

RE: Booster East/Cedar Creek Trail Project  
Contractor: Rum River Contracting Co.

Dear Honorable Mayor and Council Members:

The following work has been completed on the above-referenced project by Rum River Contracting Co.

**Schedule "A" - Booster Park East to 224th Avenue Trail (City Project #2010-01)**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	CLEARING	0.10	ACRE	\$6,000.00	0.1	\$ 600.00
2	GRUBBING	0.10	ACRE	\$7,000.00	0.1	\$ 700.00
3	REMOVE PIPE CULVERTS	22	LIN FT	\$5.00	22	\$ 110.00
4	REMOVE BITUMINOUS CURB	12	LIN FT	\$2.00	16	\$ 32.00
5	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	12	LIN FT	\$3.00	28	\$ 84.00
6	COMMON EXCAVATION (P)	675	CU YD	\$7.20	675	\$ 4,860.00
7	SELECT TOPSOIL BORROW (LV)	260	CU YD	\$13.00	192	\$ 2,496.00
8	AGGREGATE BASE CLASS 5	188	TON	\$16.58	211	\$ 3,498.38
9	TYPE MV 3 WEARING COURSE MIXTURE (B)	89	TON	\$64.50	106	\$ 6,837.00
10	15" CS PIPE CULVERT	20	LIN FT	\$23.00	20	\$ 460.00
11	15" GS PIPE APRON	2	EACH	\$85.00	2	\$ 170.00
12	4" CONCRETE WALK	120	SQ FT	\$5.25	96	\$ 504.00
13	TRUNCATED DOMES	8	SQ FT	\$40.00	16	\$ 640.00
14	SILT FENCE, TYPE MACHINE SLICED	370	LIN FT	\$1.10		\$ -
15	TEMPORARY ROCK CONSTRUCTION ENTRANCE	1	EACH	\$0.01		\$ -
16	EROSION CONTROL BLANKETS CATEGORY 3	850	SQ YD	\$1.10	267	\$ 293.70
17	TURF ESTABLISHMENT	0.5	ACRE	\$1,000.00	0.7	\$ 700.00

**Total Schedule "A" - Booster Park East to 224th Avenue Trail (City Project #2010-01)** **\$ 21,985.08**

**Schedule "B" - Mobilization and Traffic Control**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	MOBILIZATION	1.0	LUMP SUM	\$5,000.00	1.0	\$ 5,000.00
2	TRAFFIC CONTROL	1.0	LUMP SUM	\$3,000.00	1.0	\$ 3,000.00

**Total Schedule "B" - Mobilization and Traffic Control** **\$ 8,000.00**

Total Schedule "A" - Booster Park East to 224th Avenue Trail (City Project #2010-01) **\$ 21,985.08**

Total Schedule "B" - Mobilization and Traffic Control **\$ 8,000.00**

Total Work Completed to Date **\$ 29,985.08**

Less 5% Retainage **\$ 1,499.25**

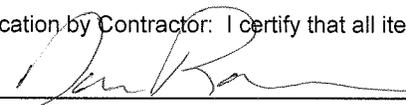
**WE RECOMMEND PAYMENT OF:** **\$ 28,485.83**

**PAY ESTIMATE #1  
CITY OF EAST BETHEL  
Booster East/Cedar Creek Trail Project**

**APPROVALS:**

**CONTRACTOR: RUM RIVER CONTRACTING CO.**

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

Signed: 

Title: V.P. Sales Date 6-3-11

**ENGINEER: HAKANSON ANDERSON ASSOCIATES, INC.**

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

Signed: 

Title: City Engineer Date 6-3-11

**OWNER: CITY OF EAST BETHEL**

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

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



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

June 15, 2011

\*\*\*\*\*

**Agenda Item Number:**

Item 9.0 B.2

\*\*\*\*\*

**Agenda Item:**

SR Weidema Escrow Retainage Agreement

\*\*\*\*\*

**Requested Action:**

Consider Releasing Retainage to Escrow Account

\*\*\*\*\*

**Background Information:**

In accordance with the Contract Agreement with SR Weidema for the Phase 1, Project 1 Utility Improvements, the City reserves a 5 percent retainage on all progress payments due to the Contractor. Per State Statute Section 15.73 the Contractor may request that the retainage be deposited into an established escrow account. SR Weidema has requested that the escrow account be established at TCF National Bank in accordance with the attached Escrow Retainage Agreement. The City Attorney has reviewed the Agreement. The City Attorney's comments have been incorporated into the attached agreement.

The current retainage for this project is \$35,438.71. The contractor is requesting that this retainage be released and deposited into the escrow account.

**Attachments:**

- 1. Escrow Retainage Agreement

\*\*\*\*\*

**Fiscal Impact:**

As noted above. The Contractor is required to pay all City expenses related to the escrow account.

\*\*\*\*\*

**Recommendation(s):**

Staff recommends that the current project retainage of \$35,438.71 be deposited into the escrow account in accordance with the Escrow Retainage Agreement.

\*\*\*\*\*

**City Council Action**

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

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

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

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

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

## ESCROW RETAINAGE AGREEMENT

This Escrow Retainage Agreement ("Agreement") is made and entered into as of the 30th day of March, 2011, by and between the City of East Bethel ("Contracting Agency") and S.R. Weidema, Inc. ("Contractor") and TCF National Bank ("TCF").

### RECITALS

**WHEREAS**, the Contracting Agency and the Contractor have executed a contract dated as of December 16, 2010, for the purpose of the East Bethel Interceptor ("Project Contract"); and

**WHEREAS**, the Project Contract provides that the Contracting Agency shall reserve as retainage an amount equal to 5% of the progress payments due the Contractor under the Project Contract pursuant to Minnesota Statutes Sections 15.71 through 15.74; and

**WHEREAS**, the Contractor desires to avail itself of the deposit provisions of Minnesota Statutes Section 15.73; and

**WHEREAS**, the Contracting Agency, the Contractor and TCF mutually desire to enter into this Agreement in order to implement the statutory provisions.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. The Contractor will open a Demand Deposit Account with a related sweep feature ("Account") with TCF for the purpose of depositing funds to acquire securities pursuant to this Agreement and Minnesota Statutes Section 15.73. The Account shall be designated as follows:

S.R. Weidema, Inc. in Retainage for City of East Bethel

Contractor will enter into TCF's standard agreements for the Account with the sweep feature ("Account Agreement"), and will be responsible for the payment of all fees under said agreement. TCF will hold and maintain such Account including the securities as escrow agent for the parties in accordance with the terms of this Agreement and the Account Agreement. TCF will provide the Contracting Agency with copies of all statements and confirmations sent to the Contractor in connection with the Account. Copies of the Account Agreement will be provided by the Contractor or TCF to the Contracting Agency upon its request.

2. Whenever the Contractor elects to substitute securities for all or any part of the amount which has been retained by the Contracting Agency from partial payments due the Contractor under the Project Contract, the Contractor shall notify Contracting Agency of the election. Upon such notification, the Contractor will transfer funds in that amount to TCF for deposit under the Account Agreement and which shall then be used to purchase the securities that TCF offers under the Account Agreement and Section 8 below. Upon receipt of notification from the Contractor that TCF has purchased securities with funds deposited in the Account, the Contracting Agency shall release to the Contractor cash retainage in an amount equal to the amount of securities held in the Account, provided Contractor is otherwise in compliance with the Project Contract and has met the requirements of Minnesota Statutes Section 15.71 through 15.73.
3. Prior to release of the securities by the Contracting Agency under Section 5, the Contractor shall not have the right to withdraw the securities or proceeds of the securities from the Account, except interest and dividends from the securities. Upon the maturity or redemption of any securities in the Account, the Contractor shall have the right to reinvest the proceeds in other securities meeting the requirements of Section 8. Other than reinvestment of the proceeds from

matured or redeemed securities, the Contractor shall not have the right to sell or trade any securities prior to the time they have been released by the Contracting Agency under Section 5.

Except as provided in Section 5, TCF is not obligated to accept orders or instructions from any person other than the Contractor with respect to the Account or securities in the Account. TCF does not undertake to advise the parties as to the purchase or sale of any security or otherwise provide investment advice to any party, and TCF shall not be liable for any investment losses in the Account. In the event of the loss in value of any securities in the Account, the Contractor shall immediately deposit with TCF (or its clearing and custody agent), in accordance with Section 2, securities with a value at least equal to the amount of such loss in value. TCF shall not be responsible for assuring that any securities deposited into the Account or purchased with proceeds from the sale, maturity or redemption of any security in the Account meet the requirements of Section 8. TCF shall not be charged with knowledge of, or be required to inquire as to the existence of, any default by the Contractor under the Project Contract.

4. The Contractor has assigned to the Contracting Agency the securities in the Account, and the proceeds from the sale, maturity or redemption of any securities in the Account, to secure performance under the Project Contract pursuant to that certain Irrevocable Assignment & Power of Attorney ("Assignment") of even date herewith ("Assignment"), and the Contracting Agency has delivered the Assignment to TCF.
5. TCF agrees to hold all securities purchased, deposited or held in the Account, and to hold the Assignment, pursuant to this Agreement until such time as the Contracting Agency either: (i) gives TCF written authorization in the form of Appendix A to this Agreement to deliver all or a portion of the securities or proceeds of the securities to the Contractor, or (ii) requests delivery of the securities and proceeds of the securities to the Contracting Agency by delivering to TCF a written request in the form of Appendix B to this Agreement. TCF shall have no duty to inquire into the authenticity of such instructions or the authority of any person signing the instructions. With regard to clause (ii) above, TCF shall have no duty to inquire into any default under the Project Contract but shall only have the duty to deliver to the securities or any proceeds of the securities to the Contracting Agency.
6. The Contracting Agency agrees to provide such written authorization in the form of Appendix A to TCF, upon request from TCF or the Contractor, as required under the Project Contract.
7. TCF shall not be bound by any agreement, including the Project Contract, between the Contractor and the Contracting Agency regardless of whether TCF has knowledge of the existence of such agreement. TCF's only duties or responsibilities shall be to hold and release the securities and proceeds of the securities in the Account in accordance with the terms of this Agreement and the Account Agreement. TCF shall not be liable for any loss or damage suffered by the Contractor or the Contracting Agency, except as caused by TCF's gross negligence or willful misconduct. In no event shall TCF be liable for any indirect or consequential damages or loss of profit, even if TCF had notice of the possibility of such damage or loss. The Contractor and the Contracting Agency, jointly and severally, shall indemnify and hold TCF harmless from any claims, losses, damages and expenses, including reasonable attorney fees, incurred by TCF and arising out of this Agreement including, without limitation, compliance by TCF of any instructions from the Contractor for the purchase or sale of any security in the Account (including, but not limited to any party's compliance with Section 8 hereof) or the release of any securities or proceeds of the securities in the Account pursuant to instructions from the Contracting Agency under Section 5. This liability and indemnity provision shall survive termination of this Agreement.
8. For purposes of this Agreement, the term "securities" shall be of the type described in Minnesota Statutes Section 15.73, subdivision 3, and approved by the State Treasurer, as follows:
  - i. Bills, certificates, notes or bonds of the United States;
  - ii. Other obligations of the United States or its agencies;

- iii. Obligations of any corporation wholly-owned by the federal government.
- 9. TCF shall notify the Contractor and the Contracting Agency of any levy or claim made on the Account by third parties.
- 10. All income on any securities in the Account shall be the property of the Contractor and may be withdrawn from the Account by the Contractor upon its request.
- 11. The Contracting Agency and the Contractor agree that this Agreement shall in no way infringe on or restrict the rights of the Contracting Agency or the Contractor under the Project Contract.
- 12. Any notice given by any of the parties hereto shall be sufficient when made in writing and delivered in person or sent by registered mail or certified mail, return receipt requested, to the address set forth on the signature page or to such other address as the respective parties may hereafter designate.
- 13. In addition to this Agreement, Contractor shall be subject to all the terms and conditions of the Account Agreement, including any fees provided for in said agreement. TCF is not a party to nor bound by an instrument or agreement other than this Agreement and the Account Agreement, and shall not be required to take notice of any default or any other matter, not be bound by, nor be required to give any notice or demand, nor be required to take any action whatever except as expressly provided herein. In the event of a conflict between this Agreement and the Account Agreement, the Account agreement shall control.
- 14. This Agreement shall be governed by the laws of the State of Minnesota.
- 15. This Agreement shall be effective on the date it is executed by the parties hereto and shall remain in full force and effect until all of the securities deposited or held in the Account have been delivered to the Contracting Agency or released to the Contractor under Section 5.
- 16. TCF may resign upon thirty (30) days advance written notice to the parties to this Agreement. If a successor agent is not appointed within the thirty (30) day period, TCF may petition any court of competent jurisdiction to name a successor.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year above written.

**CONTRACTING AGENCY**

City of East Bethel

By R. Lawrence

Its MAYOR

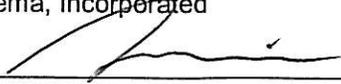
Address:

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

Attention: \_\_\_\_\_

**CONTRACTOR**

S.R. Weidema, Incorporated

By   
By Scott Weidema

Its President

Address:

17600 113<sup>th</sup> Avenue North  
Maple Grove, MN 55369

Attention: Donna Setter

**TCF**

TCF National Bank

By \_\_\_\_\_

Its \_\_\_\_\_

Address:

801 Marquette Avenue  
Mail Code 001-3-C  
Minneapolis, MN 55492

Attention: Cash Management



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

June 15, 2011

\*\*\*\*\*

**Agenda Item Number:**

Item 9.0 F.1

\*\*\*\*\*

**Agenda Item:**

Fire Department Reports

\*\*\*\*\*

**Requested Action:**

Informational only

\*\*\*\*\*

**Background Information:**

May 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.

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**City Council Action**

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

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

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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 05/01/11 To 05/31/11  
 Report Printed On: 06/07/2011

Incident Number	Incident Date	Alarm Time	Location	Primary Station	Incident Type
<b>EAST BETHEL</b>					
194	05/31/2011	17:42	1618 207 LN NE	40	111 Building fire
193	05/31/2011	11:33	209th AVE NE	40	143 Grass fire
192	05/30/2011	21:29	633 LAKESHORE DR NE	12	321 EMS call, excluding vehicle accident with injury
191	05/30/2011	21:11	1859 211 AVE NE	12	321 EMS call, excluding vehicle accident with injury
190	05/29/2011	20:12	19515 Jamestown ST	99	150 Outside rubbish fire, other
189	05/29/2011	18:06	18164 65 HWY NE	11	154 Dumpster or other outside trash receptacle fire
188	05/28/2011	09:52	19474 NE 5 th STS NE	88	111 Building fire
187	05/27/2011	18:26	22054 Durant ST	99	700 False alarm or false call, other
186	05/27/2011	13:00	24425 Durant ST	99	540 Animal problem, other
185	05/26/2011	10:30	18164 highway 65 NE	88	412 Gas leak (natural gas or LPG)
184	05/25/2011	21:56	18164 65 HWY NE	12	321 EMS call, excluding vehicle accident with injury
183	05/25/2011	17:51	HWY 65 HWY	22	142 Brush or brush-and-grass mixture fire
182	05/25/2011	17:24	4515 224th AVE NE	22	321 EMS call, excluding vehicle accident with injury
181	05/25/2011	13:55	20111 Austin STS NE	40	321 EMS call, excluding vehicle accident with injury
180	05/24/2011	06:14	23471 London ST NE	40	745 Alarm system activation, no fire - unintentional
179	05/22/2011	21:48	4034 NE 221 ST AVE NE	21	321 EMS call, excluding vehicle accident with injury
178	05/22/2011	15:51	426 Birch RD NE	11	412 Gas leak (natural gas or LPG)
177	05/21/2011	22:10	2053 221st AVE	21	321 EMS call, excluding vehicle accident with injury
176	05/21/2011	20:11	146 NE King RD	11	321 EMS call, excluding vehicle accident with injury
175	05/21/2011	08:36	18164 65 HWY	11	321 EMS call, excluding vehicle accident with injury
174	05/21/2011	04:29	19980 Naples CT NE	11	321 EMS call, excluding vehicle accident with injury
173	05/20/2011	11:16	23705 Hwy 65	40	321 EMS call, excluding vehicle accident with injury
172	05/20/2011	03:14	22857 NE Sandy DR NE	22	321 EMS call, excluding vehicle accident with injury
171	05/19/2011	20:53	23733 Hwy 65 HWY	22	321 EMS call, excluding vehicle accident with injury
170	05/18/2011	12:50	21108 polk ST NE	40	321 EMS call, excluding vehicle accident with injury
169	05/18/2011	10:46	hwy65 NE	40	321 EMS call, excluding vehicle accident with injury
168	05/17/2011	21:30	645 192 AVE NE	12	611 Dispatched and cancelled en route
167	05/17/2011	20:16	24300 Highway 65	22	600 Good intent call, other
166	05/17/2011	19:43	2053 229 AVE NE	22	321 EMS call, excluding vehicle accident with injury
165	05/16/2011	08:48	192 Dogwood RD	40	500 Service Call, other
164	05/14/2011	14:12	Hwy 65 HWY	88	322 Motor vehicle accident with injuries
163	05/13/2011	20:43	533 NE 189 th AVE NE	99	631 Authorized controlled burning
162	05/11/2011	20:30	22230 Yancy ST NE	22	321 EMS call, excluding vehicle accident with injury
161	05/10/2011	07:47	65 HWY	40	131 Passenger vehicle fire
160	05/09/2011	21:17	19221 Madison ST NE	12	321 EMS call, excluding vehicle accident with injury
159	05/09/2011	18:32	21383 ulysses ST NE	22	321 EMS call, excluding vehicle accident with injury
158	05/08/2011	13:29	3460 Edmar LN NE	11	321 EMS call, excluding vehicle accident with injury
157	05/08/2011	02:33	2000 Deerwood LN NE	11	321 EMS call, excluding vehicle accident with injury
156	05/07/2011	19:09	23705 NE Highway 65 HWY NE	21	321 EMS call, excluding vehicle accident with injury
155	05/04/2011	13:30	18944 Rendova ST NE	40	321 EMS call, excluding vehicle accident with injury
154	05/03/2011	09:06	224 NE Grove RD	40	321 EMS call, excluding vehicle accident with injury
153	05/02/2011	18:04	19609 East Bethel Blvd	99	611 Dispatched and cancelled en route
<b>Total</b>					<b>42</b>

<b>Search Criteria</b>	
<b>Dates</b>	From 05/01/2011 To 05/31/2011
<b>Service</b>	EAST BETHEL
<b>Incident Address</b>	All
<b>Staff</b>	All
<b>Apparatus</b>	All
<b>Station</b>	All
<b>Alarm Type</b>	All
<b>Zone/District</b>	All



[Report Description](#)

**City of East Bethel  
Fire Department  
May 2011 Calls  
Additional Information**

<b>Call Number</b>	<b>Incident Date</b>	<b>Reported Location</b>	<b>Actual Location</b>	<b>Type of Call</b>
161	05/10/2011	Hwy 65	Hwy 65 and Viking Blvd.	Car Fire
169	05/18/2011	Hwy 65	Hwy 65 and 237 <sup>th</sup> Avenue NE	Possible Car Accident
183	05/25/2011	Hwy 65	Hwy 65 and 241 <sup>st</sup> Avenue	Grass Fire
193	05/31/2011	209 <sup>th</sup> Avenue NE	Hwy 65 and 209 <sup>th</sup> Avenue NE	Grass Fire

# City of East Bethel

Subject: Fire Inspector Report

May 1 – 31, 2011

City of East Bethel Fire Inspection List		
Name	Address	Comments
Central wood products	19802 Hwy 65	2 <sup>nd</sup> inspection: NO VIOLATIONS
Another Mans Treasure	18803 Hwy 65	2 <sup>nd</sup> inspection: Emergency lighting
Wholesale Marine	18801 Hwy 65	NO VIOLATIONS
Viking Meadows Golf	1788 Viking Blvd	NO VIOLATIONS
5K Auto sales	18355 Hwy 65	2 <sup>nd</sup> inspection: NO VIOLATIONS
Village Bank	18770 Hwy 65	NO VIOLATIONS
Steve's Heating & Service	21345 Aberdeen St.	NO VIOLATIONS
Wasche Finishing	21335 Aberdeen St.	NO VIOLATIONS
Northway Sports	21429 Ulysses St	NO VIOLATIONS
NOTE: First Inspections Unless Noted		

09 Businesses Inspected

Reported by Mark Duchene  
Fire Inspectors



# City of East Bethel City Council Agenda Information

\*\*\*\*\*

**Date:**

June 15, 2011

\*\*\*\*\*

**Agenda Item Number:**

Item 9.0 G.1

\*\*\*\*\*

**Agenda Item:**

Saint Francis Youth Hockey Past Due Account

\*\*\*\*\*

**Requested Action:**

Consider actions regarding the Saint Francis Youth Hockey past due bills

\*\*\*\*\*

**Background Information:**

The Saint Francis Youth Hockey Association (SFYHA) contracts with the City of East Bethel for rental of the Ice Arena for ice time during the hockey season. The season runs from September through February and prepayment for the rental has been required prior to each month the facility has been reserved for these times.

SFYHA defaulted on their last payment due the City for the February 2011 ice time. The amount of this bill was \$24,605. Mayor Lawrence and former interim city administrator David Schaaf met with Mr. Bill Karas, president of the SFYHA, in late February to attempt to resolve the matter of the unpaid bill. It was related to the City at this meeting that the SFYHA was waiting on their gambling proceed receipts and would pay as soon as these monies were received. The City has yet to receive payment. Subsequent attempts to contact Mr. Karas by telephone, e-mail and past due notices mailed monthly yielded no response until June 1, 2011. At that time Mr. Karas indicated by e-mail (see attachment ) that a partial payment would be delivered to the City on June 1, 2011. However, no payment was received on that date. Additional attempts to contact Mr. Karas resulted in his e-mail response of 06/09/2011 (see attachment ). Mr. Karas indicated that a partial payment would be delivered to the City on Friday, June 10, 2011. I informed Mr. Karas by return e-mail that we would have to meet immediately to resolve the delinquent account issue and pre-payment for 2012-2013 ice rental.

Should Mr. Karas deliver his payment after the packet is delivered to Council, I will update the status of this matter to Council by e-mail prior to our meeting on Wednesday, June 15, 2011.

It is critical that issue be resolved by the end of next week so that Gibson Management would have the opportunity to sell the ice time generally used by the SFYHA to other users.

**Attachment(s):**

06/01/11 e-mail

06/09/11 e-mail

Outstanding invoices

2010-2011 Ice Rental Agreement

\*\*\*\*\*

**Fiscal Impact:**

To date the outstanding SFYHA bill is \$24,605 plus \$4,121.34 penalty and interest. There is also an unpaid invoice of \$2,050 for a center ice logo. Total amount due the City is \$30,776.34.

\*\*\*\*\*

**Recommendation(s):**

Staff is requesting direction from Council regarding collection of this account and contracting with St. Francis Youth Hockey for the 2012-2013 season.

\*\*\*\*\*

**City Council Action**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

## Jack Davis

---

**From:** BKaras@tcf.com  
**Sent:** Thursday, June 09, 2011 3:29 PM  
**To:** Jack Davis  
**Cc:** brianbesch@live.com  
**Subject:** Ice Bill

Jack,

Brian has been out of town on a work assignment. I was unaware he had not delivered the check that I told you of until I received your voicemail.

We will be delivering you a check tomorrow for 12K. I want you to know that none of us are trying to avoid you or the city. I have spent the better part of May in *beautiful* Tennessee working and am still in catch up mode both at home and work here in the cities. Brian to has been out of town and has no choice but to go when his job requires the necessity. Also, it's extremely hard for me to call you during the day.

We are all aware of our debt to the city and thankful that the city understands our cash flow. As I mentioned, the city will received 12K tomorrow, 06/10/11. The remaining balance will become available to the association once registration opens up in July. The association during my tenure has never defaulted on any invoice to the city until this one. The city will be paid in full. Our cash flow short coming was a direct impact of our struggling economy. Even youth hockey has been effected by the economy. The good news is. We are better prepared and ready to move forward.

Regards,

Bill Karas

## Jack Davis

---

**From:** BKaras@tcf.com  
**Sent:** Wednesday, June 01, 2011 8:16 AM  
**To:** Jack Davis  
**Subject:** RE: East Bethel Ice Arena

Good Morning Jack,

I haven't been ignoring you. This email I happened to find in my junk mail. I apologize for the delay in responding. Also, I've been working out of state the past month so it's hard for me to get back to people in a timely manner.

Anyway, Brian Besch will be stopping in today to drop off a check towards our outstanding ice bill. I'm not sure of the amount, I'm guessing in the 10K range. I'd like to sit with you sometime in the near future to discuss taking care of our balance, and discussing the upcoming season. Let me know when you're available to meet.

Regards,

Bill Karas

---

**From:** Jack Davis [<mailto:jack.davis@ci.east-bethel.mn.us>]  
**Sent:** Friday, May 06, 2011 4:24 PM  
**To:** Bill Karas  
**Subject:** East Bethel Ice Arena

Mr. Karas,

Please contact me and let me know where we stand with the unpaid balance of ice rental for the East Bethel Ice Arena. Thanks.

Jack Davis  
City Administrator  
612-328-6830 ( cell )  
763-367-7876 ( office )





East Bethel Ice Arena  
Facility Use Agreement  
July 1, 2010 - June 30, 2011

This facility use agreement is made by and between the City of East Bethel, herein after

the "City," and St. Francis Youth Hockey Association, hereinafter the "User" this 20th day of

September, 2010 for use of the City's Ice Arena Facility.

Whereas, the User had indicated a need to rent ice time from the City; and

Whereas, the City has an ice arena facility located at 20675 Highway 65, East Bethel, MN 55011. Now therefore, the City and User agree as follows:

This Agreement provides terms and conditions for use of the City's Ice Arena

#### Rental Hours

1. The User hereby agrees to rent 906 hours at the City's Ice Arena.
2. Attachment A to this Agreement provides the agreed upon days and dates of the hours to be rented as well as the total hours to be rented. User is responsible for payment for all hours identified in Attachment A to this Agreement.

#### Rental Terms

##### 1. Rental Fees

- a. Prime Ice Rental is \$185.00 per hour. Non-Prime Ice Rental is \$155.00 per hour.
- b. 7.125% MN sales tax will be charged to all Users that do not submit a MN tax-exempt form (ST-3).
- c. If User is claiming "tax-exempt" status, the User must submit a MN tax-exempt form (ST-3) with this rental agreement.

##### 2. Prime Time Hours

- a. Monday – Friday; 3:00 pm - 10:00 pm. This applies to all hours contracted from July 1, 2010 through June 30, 2011.
- b. Saturday – Sunday; 7:00 am - 10:00 pm. This applies to all hours contracted from July 1, 2010 through June 30, 2011.
- c. All tournaments, ice shows, camps, clinics, summer ice and other multi-day events will be charged \$185.00 per hour regardless of time of year or hour(s) rented.

##### 3. Non-Prime Time Hours

- a. Non-Prime hours are weekdays, Monday through Friday, before 3:00 pm and after 10:00 pm. This applies to all hours contracted in July, 2010 through June, 2011.

4. Payment Terms for Ice Rental

- a. First month or partial month Rental Fees are due no later than 10 days prior to the first ice rental date as identified on Attachment A. This payment must accompany the signed Facility Use Agreement, Proof of Insurance, Locker Rental Fee, and, if applicable, MN state sales tax exemption form (ST-3).
- b. Monthly Rental Fees for all other months to include but not limited to October, November, December, January, February and March are due and payable no later than the last business day of the month prior to any ice rental for the following month. This means that October Rental Fees are due no later than September 30th; November Rental Fees are due no later than October 29th, etc.
- c. A 10% penalty shall be applied to all payments received after the due date. Interest at the rate of 1.5% per month or an annual rate of 18% shall be applied to all accounts past due.

*September payment due September 10, 2010*

*October payment due September 30, 2010*

*November payment due October 29, 2010*

*December payment due November 30, 2010*

*January payment due December 30, 2010*

*February payment due January 28, 2010*

5. Additional Ice Purchases

Should the User request additional Ice Rental hours and those hours are available; a written modification to the agreement shall be executed to add the additional hours. These hours shall be amended to Attachment A and shall be part of this agreement. All additional hours purchased will be subject to the terms and conditions of this Agreement.

6. Facility Reservations

A fully executed Facility Rental Agreement with the first month's or partial month's payment, Proof of Insurance and MN State Sales Tax exemption form (ST3) must be received no later than 10 business days prior to the first ice rental. Should the User fail to submit an executed Contract and first payment by the due date, the City reserves the right to rent the facility without reservation to any other party it deems appropriate and prudent.

Payments should be made payable to and delivered to:

City of East Bethel  
2241 221st Ave. N.E  
East Bethel, MN 55011

7. Assignment of Agreement

Users may NOT assign any obligations or responsibilities, in whole or in part, to another party without the express written consent of the City.

8. Default

The User shall be in default of this agreement for any of the following conditions:

1. Failure to make payments in a timely manner in accordance with Section 4.
2. User fails to pay for ice time identified in Attachment A.
3. User fails to provide satisfactory evidence of insurance in accordance with Section 12.
4. User fails to perform any obligation under this Agreement.

Failure to correct the default within 5 days of notice of default will terminate this agreement. The City shall have no further obligation to the User to provide ice rental time should the User fail to correct the default as noted above.

9. Concessions, Pro-Shop, Admissions and Merchandise

Unless otherwise agreed to in writing, the City shall receive all proceeds from the sale of concessions, pro-shop, gate receipts, and sale of other merchandise. The User shall NOT conduct any food sales, beverage sales or merchandise sales without prior written consent of the City. Unless otherwise agreed to in writing, the User is prohibited from bringing food or beverages onto the premises of the City.

10. Sponsorship and Advertising

The User must have advance written approval from the City before posting any materials on the interior walls of the facility. No materials will be permitted on the exterior walls of the facility. No permanent or temporary advertising, signage or trademark visibility for competitive products will be displayed or permitted anywhere at the facility.

11. Compliance with Law

During the rental period, the User shall comply with all laws, ordinances, rules and regulations of the City, Federal, State, and other local government entities having jurisdiction over the facility.

#### 12. Damage to Property

User shall be responsible for all acts and conduct of all people that use the facility while under this agreement with the City and User. This includes, but is not limited to, players, fans, staff and others granted entrance to the facility by the User. Any damage caused while User has control of the facility under this agreement with the City shall be the responsibility of the User. The User shall, upon receipt of a billing or statement from the City, make payment for any and all damages that occurred while the User had control of the facility. Payment for any and all damages must be made within fifteen days of written notice to the User. The City reserves the right to refuse entry and use of the facility for damages billed but unpaid in accordance with this term.

#### 13. Indemnification and Insurance

In consideration for being allowed to use the East Bethel Ice Arena, the User agrees to indemnify and hold harmless the City from and against all claims of whatever nature arising from (1) any act, omission or negligence of User, its volunteers, licensees, agents servants or employees; and (2) any act, omission, default under any of the User's undertakings or obligations under this ice agreement. User shall, at its expense, obtain commercial general liability insurance against claims for bodily injury, death and property damage. Such insurance to be of the occurrence form with a limit of \$1.5 million per occurrence with no aggregate limit. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses (including attorney fees) and liabilities in or in connection with any such claim or proceeding brought there on and the defense thereof. The User shall name the City of East Bethel as additional insured on a Certificate of Insurance provided pursuant to this Agreement. User shall also maintain all workers compensation insurance required by law. The City requires the User to provide proof of insurance before using the facility. The City shall indemnify and hold harmless the User from and against all claims of whatever nature arising from any act, omission or negligence by the City, its officers, employees, agents or subcontractors. The City shall obtain and pay for appropriate insurance to provide for liability and property damage coverage.

#### 14. First Aid

The City will not provide any first aid services. The City recommends, but does not make it mandatory, to have first aid services. User agrees to contract independently for any first aid services needed.

15. Unusable Facility

If the City, in its sole discretion, is unable to allow the User to use the facility at any time during the use period due to destruction of or damage to the facility, or because of natural disaster declared or undeclared, civil commotion or emergency, this agreement is terminated without liability to either the City or the User. The City will make every effort to reschedule the Ice Time at another facility should the East Bethel Ice Arena not be available at agreed upon time(s).

This Agreement constitutes the entire Agreement between the City and the User. The undersigned agrees to purchase all hours outlined herein and included in Attachment A. No provision of this Agreement may be changed, waived or terminated unless it is done in writing and executed by both the City and the User.

For the User:

President - Athletic Director - Ice Scheduler - Manager (Please circle one)

ST. FRANCIS YOUTH HOCKEY ASSOCIATION  
(Name of the Organization)

I hereby certify that I am duly authorized to execute this Agreement on behalf of:

Signature: William S. Karas Date: 9-20-10

Printed Name: William S. Karas

Organization Address: PO Box 79  
EAST BETHEL, MN. 55011

For the City:

Signature: Douglas Sell Date: 9-22-10

Printed Name: Douglas Sell City Administrator

Address: 2241 221<sup>st</sup> Avenue NE  
East Bethel, MN 55011



# City of East Bethel City Council Agenda Information

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**Date:**

June 15, 2011

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**Agenda Item Number:**

Item 10.0 C

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**Agenda Item:**

Closed Session MBI Settlement

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**Requested Action:**

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

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**Background Information:**

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

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**Fiscal Impact:**

None

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**Recommendation(s):**

Staff is recommending closing the regular session to closed session pursuant to Minnesota Statutes 13D.05, Subd 3 for an Attorney/Client discussion of the MBI settlement suit.

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**City Council Action**

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

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

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

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

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



DATE: June 15, 2011

TO: Honorable Mayor  
Members of the City Council

FROM: Wendy Warren  
Deputy City Clerk

RE: Updated Liquor License Renewal List – Consent Agenda Item D

Attached is an updated Liquor License Renewal List.  
All licensees have submitted required fees, forms and insurance certificates. One license is still working with staff on meeting the liquor license code requirements.

Staff recommends Council approve renewal of the liquor licenses for 2011-2012 subject background checks being completed, the Sheriff's signature and approval from the Liquor Control Board at the State of Minnesota and all code requirements being met.

Attachment:  
2011-2012 Liquor License Renewal List

## **Anoka County Sheriff's Office Report June 2011**

DWI Arrests: There were 3 DWI arrests for the month of May. Two stops were the result of driving conduct and one was the result of a property damage accident.

There were 2 theft from vehicle reports. One involved parts being taken off of a 1948 fire engine that is parked in a yard.

A Patrol Sergeant conducted a traffic stop on a vehicle that had pulled onto Hwy 65 with no headlights on. The driver was found to be revoked and the passenger was suspended. There was no license plates on the vehicle and the vehicle was found to be stolen out of Lino Lakes. Also inside the vehicle was 1.5 grams of methamphetamine and 52 Percocet tablets. Both driver and passenger were arrested and charged.

Countywide information: Burglaries and damage to property calls are increasing all across Anoka County. Be sure to call 911 with any suspicious activities that you see – don't wait to check with your neighbors etc.

Miscellaneous Info: With Summer fast approaching one of the complaints that we receive from all neighborhoods in the county, is cars speeding on the roads. I would like to ask you to slow down when driving in residential areas. With the weather becoming warm, more people are out walking or riding bikes. A lot of children do not look both ways before crossing or entering a road, so it's up to you as the experienced driver, to be prepared to come to a stop.

Also be mindful of the volume you are playing your music on. On a nice night, sound does travel and while you may be wide awake at midnight, your neighbor may be trying to sleep.



## **PUBLIC FORUM SIGN UP SHEET**

June 15, 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.

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

